

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY
GOVERNING BOARD

REGULAR MEETING AGENDA
May 22, 2015
9:30 a.m.

South Florida Regional Transportation Authority
Board Room
800 NW 33rd Street
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 Steven L. Abrams
Andrew Frey
Nick Inamdar
James A. Scott

Commissioner Bruno Barreiro, Chair
Frank Frione
Gerry O'Reilly

James A. Cummings
Marie Horenburger
Mayor Tim Ryan

Executive Director

Jack Stephens

GOVERNING BOARD REGULAR MEETING
OF MAY 22, 2015

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 33rd Street, 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.

PUBLIC HEARING

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
NOTICE OF PUBLIC HEARING AND INTENT TO FILE
SECTIONS 5307 and 5337 GRANT APPLICATIONS WITH THE
FEDERAL TRANSIT ADMINISTRATION IN THE AMOUNT OF \$20,645,208

NOTICE IS HEREBY GIVEN THAT at the Governing Board Meeting of May 22, 2015 the Governing Board for the South Florida Regional Transportation Authority (SFRTA) will hold a Public Hearing at 9:30 A.M. to receive public input on the SFRTA’s intent to file Sections 5307 and 5337 Grant Applications with the Federal Transit Administration (FTA) in the amount of \$20,645,208. All interested individuals and/or groups are invited to attend this meeting and will have an opportunity to present their views and comments, or by responding in writing to the South Florida Regional Transportation Authority at 800 NW 33rd Street, Pompano Beach, FL 33064.

Public Hearing 1-

1. Open Public Hearing
2. Close Public Hearing

PH1 - MOTION TO APPROVE: Resolution No. 15-002, permitting the South Florida Regional Transportation Authority (SFRTA) staff to submit Fiscal Year 2015 grant applications to the Federal Transit Administration (FTA) in the amount of \$20,645,208 in Capital and Planning funds to support the SFRTA Program of Projects.

Department: Finance
Project Manager: Carla D. McKeever

Department Director: Richard D. Chess
Procurement Director: Christopher Bross

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 of April 24, 2015.

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:** The South Florida Regional Transportation Authority (SFRTA) FY 2015-2016 Operating Budget for \$105,689,530.

Department: Finance
Project Manager: Elizabeth Walter-Ebersole

Department Director: Richard D. Chess
Procurement Director: Christopher C. Bross

- R2. MOTION TO APPROVE:** The South Florida Regional Transportation Authority (SFRTA) FY 2015-2016 Capital Budget for \$152,024,689.

Department: Finance
Project Manager: Elizabeth Walter-Ebersole

Department Director: Richard D. Chess
Procurement Director: Christopher Bross

- R3. MOTION TO APPROVE:** SFRTA Smoking Policy, as determined by the Board.

Department: Executive & Legal
Project Manager: N/A

Department Director: Jack Stephens &
Teresa J. Moore
Procurement Director: N/A

R4. MOTION TO APPROVE:

(A) Memorandum of Agreement (MOA) between the Florida Department of Transportation (FDOT), the South Florida Regional Transportation Authority (SFRTA), CSX Transportation, Inc. (CSXT) and the Florida East Coast Railway (FECR) ~~and the South Florida Regional Transportation Authority (SFRTA)~~ outlining the duties and responsibilities of the parties associated with the South Florida Freight and Passenger Rail Enhancement Project – Northwood and Iris connections.

(B) Joint Participation Agreement (JPA) FM #434948-1-94-02 between SFRTA and FDOT, in the amount of \$1,182,786 for SFRTA to complete design and construction of SFRTA’s portion of the Phase 1A (Northwood Rehabilitation) of the South Florida Freight and Passenger Rail Enhancement Project.

(C) Joint Participation Agreement (JPA) FM #433514-1-94-02 between SFRTA and FDOT, in the amount of \$2,665,237 for SFRTA to complete design and construction of SFRTA’s portion of the Phase 1B (Iris Connection) of the South Florida Freight and Passenger Rail Enhancement Project.

Department: Engineering and Construction
Project Manager: Daniel R. Mazza, P.E.

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

R5. MOTION TO APPROVE: Amendment No.2 to Agreement No. 14-006 between the South Florida Regional Transportation Authority (SFRTA) and Parsons Transportation Group, Inc. (PTG), to provide Final Design Services for Phase 1C and 1D of the Wave Modern Streetcar Project, in the maximum not-to-exceed amount of \$423,876.57.

Department: Engineering and Construction
Project Manager: Martin Benzaquen, P.E.

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

R6. MOTION TO APPROVE: Joint Participation Agreement FM #406919-1-94-01 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Transportation (FDOT), in the amount of \$889,000 for SFRTA to complete track and signal tie-in work at FDOT’s new drawbridge located within the South Florida Rail Corridor (SFRC) at the New River.

Department: Engineering and Construction
Project Manager: Mike Lulo

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

R7. MOTION TO APPROVE: MOTION TO APPROVE: Agreement between the South Florida Regional Transportation Authority (SFRTA) and the South Florida Education Center, Inc. (SFEC) for the funding of the SFEC Shuttle Bus service, for a five-year term, in the maximum not-to-exceed amount of \$95,000 per year.

Department: Planning & Capital Development
Project Manager: Loraine Cargill

Department Director: William L. Cross, P.E.
Procurement Director: Christopher Bross

R8. MOTION TO APPROVE: Amendment No. 1 to the Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and the City of Delray Beach (City) for the Downtown Roundabout Shuttle Bus service for a one (1) year period in the maximum not-to-exceed amount of \$75,000.

Department: Planning & Capital Development Department Director: William L. Cross, P.E.
Project Manager: Loraine Cargill Procurement Director: Christopher Cross

R9. MOTION TO APPROVE: Agreement between the South Florida Regional Transportation Authority (“SFRTA”) and Transit Village, LLC (“TV”) to allow for SFRTA’s execution of City of West Palm Beach Downtown Action Committee’s “Owners’ Consent Form” for variances from the City of West Palm Beach Land Development Code.

Department: Executive Department Director: Jack Stephens
Project Manager: Procurement Director: Christopher Cross

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. PRESENTATION - Tri-Rail Coastal Link on the FEC Corridor

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 – April
- B. RIDERSHIP GRAPHS – April

- C. ON-TIME PERFORMANCE GRAPHS – April
- D. MARKETING MONTHLY SUMMARY – April
- E. BUDGETED INCOME STATEMENT – April
- F. PAYMENTS OVER \$2,500.00 – April
- G. REVENUE AND FARE EVASION REPORTS – April
- H. SOLICITATION SCHEDULE – April
- I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY - April
- J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – April
- K. PROPERTY TASK FORCE – PROJECT SCHEDULE - N/A
- L. SECURITY REPORT - April
- M. EXPIRING CONTRACTS – April
- N. CONTRACT ACTIONS EXECUTED UNDER GENERAL COUNSEL’S AUTHORITY - April

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 33rd Street, 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.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 22, 2015

AGENDA ITEM REPORT

Public Hearing Regular

AUTHORIZING RESOLUTION NO. 15-002
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2015 PROGRAM OF PROJECTS

REQUESTED ACTION:

MOTION TO APPROVE: Resolution No. 15-002, permitting the South Florida Regional Transportation Authority (SFRTA) staff to submit Fiscal Year 2015 grant applications to the Federal Transit Administration (FTA) in the amount of \$20,645,208 in Capital and Planning funds to support the SFRTA Program of Projects.

SUMMARY EXPLANATION AND BACKGROUND:

On Monday, February 9, 2015 the FTA published in the Federal Register the Fiscal Year (FY) 2015 Apportionment. The notice apportions and provides information on the FY 2015 funding currently available, which is approximately 8/12ths in contract authority at this time. FTA will issue another notice apportioning any additional FY 2015 contract authority for formula assistance programs Congress may provide beyond May 31, 2015.

SFRTA staff is requesting authorization to submit to the FTA SFRTA's Section 5307 Formula/Flexible Capital/Planning Grant application in the amount of \$11,276,287, and Section 5337 State of Good Repair Grant application in the amount of \$9,368,921.

The Section 5307 and 5337 funds will be utilized to financially support the SFRTA Program of Projects, which includes the following: Program Support & Administration; Planning Consultants; Non Revenue Fleet Vehicles; General Engineering Consultants; Transit Enhancements; Preventative Maintenance; Board Room AV Equipment; Computer/Office Equipment; Station Improvements; Wayfinding and TVMS & Networking.

A Public Hearing for the SFRTA FY 2015 Program of Projects will be held at the May 22, 2015, SFRTA Governing Board meeting. A Notice of Public Hearing for the SFRTA FY 2015 Program of Projects and intent to file the Grant Applications with the FTA was advertised in the local newspapers in each county in May 2015.

Department: Finance
Project Manager: Carla D. McKeever

Department Director: Richard D. Chess
Procurement Director: Christopher Bross

FISCAL IMPACT: The SFRTA FY 2015-2016 Capital Budget incorporates these federal funds.

EXHIBITS ATTACHED: Exhibit 1: Authorizing Resolution No. 15-002
Exhibit 2: Public Hearing Notice

AUTHORIZING RESOLUTION NO. 15-002
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2015 PROGRAM OF PROJECTS

Recommended by: D.A.C. 5/14/15
Department Director Date

Approved by: [Signature]
Procurement Director Date

Authorized by: [Signature] 5/14/15
Executive Director Date

Approved as to Form by: [Signature] 5-14-15
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
Commissioner Bruno Barreiro Yes No
James A. Cummings Yes No
Andrew Frey Yes No
Frank Frione Yes No

Marie Horenburger Yes No
Nick A. Inamdar Yes No
Gerry O'Reilly Yes No
Mayor Tim Ryan Yes No
James A. Scott Yes No

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
RESOLUTION NO. 15-002**

RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CERTIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Federal Transit Administration has been delegated authority to award Federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon South Florida Regional Transportation Authority (“SFRTA”) and may require SFRTA to provide the local share of the project cost; and

WHEREAS, SFRTA has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY THAT:

Section 1. The recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2. SFRTA’s Executive Director, or the Executive Director’s Designee, is authorized to execute and file the application for Federal assistance on behalf of SFRTA with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, and other Federal statutes authorizing a project administered by the Federal Transit Administration.

Section 3. SFRTA’s Program of Projects includes the following: Program Support & Administration; Planning Consultants; Non Revenue Fleet Vehicles; General Engineering Consultants; Transit Enhancements; Preventative Maintenance; Board Room AV Equipment; Computer/Office Equipment; Station Improvements; Wayfinding and TVMS & Networking.

Section 4. SFRTA’s Program of Projects is estimated to cost \$20,645,208 in federal funding.

Section 5. The Executive Director, or the Executive Director's Designee, is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.

Section 6. SFRTA's Executive Director, or the Executive Director's Designee, is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of SFRTA.

Section 7. SEVERABILITY.

If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court or competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 8. CERTIFICATION.

The undersigned duly qualified the Executive Director, or the Executive Director Designee, acting on behalf of SFRTA, certifies that the forgoing is a true and correct copy of a resolution adopted at a legally convened meeting of the SFRTA Governing Board held on May 22, 2015.

Section 9. EFFECTIVE DATE.

This Resolution shall become effective upon its adoption.

The foregoing resolution was offered by Governing Board Member _____, who moved its adoption. The motion was seconded by Governing Board Member _____, and upon being put to vote, the votes were as follows:

- Member – Commissioner Steven L. Abrams- _____
- Member – James A. Cummings - _____
- Member- Andrew Frey - _____
- Member – Frank Frione - _____
- Member – Marie Horenburger - _____
- Member – Nick Inamdar - _____
- Member – Gerry O'Reilly - _____
- Member – Mayor Tim Ryan - _____
- Member – James A. Scott - _____
- Chair – Commissioner Bruno Barreiro - _____

The Chair thereupon declared the resolution duly passed and adopted this ____ day of _____.

ATTEST

South Florida Regional Transportation Authority

By: _____
Jack L. Stephens
Executive Director

By: _____
Bruno A. Barreiro
Chair

_____ day of _____

(SFRTA seal)

Approved as to form and legal sufficiency by:

Teresa J. Moore
General Counsel, SFRTA

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

**NOTICE OF PUBLIC HEARING AND INTENT TO FILE
SECTIONS 5307 and 5337 GRANT APPLICATIONS WITH THE
FEDERAL TRANSIT ADMINISTRATION IN THE AMOUNT OF \$20,645,208**

NOTICE IS HEREBY GIVEN THAT at the Governing Board Meeting of May 22, 2015 the Governing Board for the South Florida Regional Transportation Authority (SFRTA) will hold a Public Hearing at 9:30 A.M. to receive public input on the SFRTA's intent to file Sections 5307 and 5337 Grant Applications with the Federal Transit Administration (FTA) in the amount of \$20,645,208. All interested individuals and/or groups are invited to attend this meeting and will have an opportunity to present their views and comments, or by responding in writing to the South Florida Regional Transportation Authority at 800 NW 33rd Street, Pompano Beach, FL 33064. The following represents SFRTA's Program of Projects for Fiscal Year 2015:

Urbanized Area:	Miami, Florida
Federal Transit Administration Apportionment:	\$20,645,208
Total Funds Available:	\$20,645,208
Designated Recipient:	South Florida Regional Transportation Authority

PROGRAM OF PROJECTS

Program Support & Administration	\$1,100,000
Planning Consultants	1,100,000
Non Revenue Fleet Vehicles	100,000
General Engineering Consultants	1,000,000
Transit Enhancements	112,762
Preventative Maintenance	12,434,633
Board Room AV Equipment	1,029,813
Computer/Office Equipment	500,000
Station Improvements	100,000
Wayfinding	2,500,000
TVMs & Networking	668,000
	<u>\$20,645,208</u>

FUNDING SOURCES

FTA Capital Assistance	\$20,645,208
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These improvements will enhance significantly the service reliability of passenger and freight service in the rail corridor owned by the Florida Department of Transportation.

Those wishing to review or obtain a copy of any materials pertaining to this public hearing may contact Carla D. McKeever at telephone (954)788-7953; if hearing impaired, telephone (800)273-7545 (TTY) for assistance. All written comments will be entered into the official records of the public hearing. Persons wishing to address the Board are requested to complete an "Appearance Card" and will be limited to three (3) minutes.

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 33rd Street, Pompano Beach, FL 33064, or telephone (954) 942-7245 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 for 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.

Unless amended, this notice will serve as the SFRTA's final Program of Projects for Fiscal Year 2015.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD REGULAR MEETING
OF APRIL 24, 2015

The regular meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, April 24, 2015 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33rd Street, Suite 100, Pompano Beach, Florida 33064.

BOARD MEMBERS PRESENT:

Bruno Barreiro, Chair, Miami-Dade County Commissioner – *arrived at 9:50 a.m.*
 Steven L. Abrams, Palm Beach County Commissioner
 James A. Cummings, Vice Chair, Broward County Citizen Representative
 Frank Frione, Palm Beach County Governor’s Appointee
 Marie Horenburger, Palm Beach County Citizen Representative
 Gerry O’Reilly, Florida Department of Transportation, District IV
 Tim Ryan, Broward County Commission Mayor
 James A. Scott, Broward County Governor’s Appointee – *via telephone*

BOARD MEMBERS ABSENT:

Andrew Frey, Miami-Dade County Governor’s Appointee
 Nick A. Inamdar, Miami-Dade County Citizen Representative

ALSO PRESENT:

Jack L. Stephens, Executive Director, SFRTA
 C. Mikel Oglesby, Deputy Executive Director, SFRTA
 Bonnie Arnold, Public Information Officer, SFRTA
 Bradley Barkman, Director of Operations, SFRTA
 Christopher Bross, Director of Procurement, SFRTA
 Richard Chess, Director of Finance, SFRTA
 William Cross, Director of Planning and Capital Development, SFRTA
 Diane Hernandez Del Calvo, Director of Administration/ EEO Officer, SFRTA
 Renee Matthews, Comptroller/Director of Special Projects, SFRTA
 Daniel Mazza, P.E., Director of Engineering & Construction, SFRTA
 Teresa Moore, General Counsel, SFRTA
 Jeffrey Olson, Deputy General Counsel, SFRTA
 Sandra Thompson, Executive Administrative Coordinator, SFRTA
 Allen Yoder, Director of Safety and Security, SFRTA

CALL TO ORDER

The Vice Chair called the meeting to order at 9:44 a.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

The Vice Chair requested a roll call. A quorum was established.

AGENDA APPROVAL

The Vice Chair asked if there were any changes to the Agenda.

Mr. Jack Stephens, Executive Director, SFRTA stated the following additions to the Agenda were forwarded to the Board Member's offices on April 20th.

R3. MOTION TO APPROVE: Amendment No. 2 to Agreement No. 14-012, between Veolia Transportation Maintenance and Infrastructure (VTMI) and the South Florida Regional Transportation Authority ("SFRTA") to provide Flagging Services for the maximum not-to-exceed amount of \$1,500,000.

R4. MOTION TO APPROVE: Delegating authority to the Executive Director to execute Railroad Reimbursement Agreements between FDOT and SFRTA for the construction or reconstruction of at-grade railroad crossings on the South Florida Rail Corridor, and necessary approaches, with the cost of such construction to be reimbursed by FDOT.

R5. MOTION TO APPROVE:

1. WAVE Funding Agreement between the South Florida Regional Transportation Authority and Broward County for County-Requested Betterments provided in Exhibit 1 ("WAVE Funding Agreement"); and
2. If the Board deems necessary, delegation to the Executive Director to finalize and execute the WAVE Funding Agreement; and
3. Delegation to the Executive Director to finalize and execute the agreement(s) with FDOT for the FDOT Share in the amount of \$5,815,000

Mr. Stephens noted that Exhibit 2 to this agenda item was forwarded to your office by General Counsel on April 22nd, as well as a term sheet received from Broward County describing an amended approach to the Counties proposed language in Exhibit 2.

R6. MOTION TO APPROVE: Amendment No. 1 to the South Florida Regional Transportation Authority (SFRTA) FY 2014-2015 Capital Budget to increase the Budget by \$300,000 for Veolia Transportation Maintenance and Infrastructure (VTMI) to provide flagging services on the South Florida Rail Corridor (SFRC) for ongoing and planned projects by the SFRTA and the Florida Department of Transportation (FDOT).

Board Member Marie Horenburger moved for approval of the Agenda as amended.

The motion was seconded by Mayor Tim Ryan.

The Vice 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 of March 27, 2015.

Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Frank Frione.

The Vice 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.

- R1. **MOTION TO APPROVE**: Agreement for Amendment of Notation on Plat between Broward County and the South Florida Regional Transportation Authority for a portion of Parcel "A", Morningstar Lakes Parcels Plat (Pompano Beach Station East Parking Lot).

Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Frank Frione.

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

R2.

A. **MOTION TO APPROVE**: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and the South Florida Regional Planning Council (SFRPC) for professional services relating to transit-oriented development, land use and station planning support services.

B. **MOTION TO APPROVE**: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and the Treasure Coast Regional Planning Council (TCRPC) for professional services relating to transit-oriented development, land use and station planning support services.

Board Member Marie Horenburger moved for approval of "A" and "B". The motion was seconded by Board Member Gerry O'Reilly.

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

R3. MOTION TO APPROVE: Amendment No. 2 to Agreement No. 14-012, between Veolia Transportation Maintenance and Infrastructure (VTMI) and the South Florida Regional Transportation Authority (“SFRTA”) to provide Flagging Services for the maximum not-to-exceed amount of \$1,500,000.

Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Frank Frione.

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

Commissioner Bruno Barreiro arrived at 9:50 am.

R4. MOTION TO APPROVE: Delegating authority to the Executive Director to execute Railroad Reimbursement Agreements between FDOT and SFRTA for the construction or reconstruction of at-grade railroad crossings on the South Florida Rail Corridor, and necessary approaches, with the cost of such construction to be reimbursed by FDOT.

Board Member Marie Horenburger moved for approval. The motion was seconded by Commissioner Steven Abrams.

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

R5. MOTION TO APPROVE:

- 1) WAVE Funding Agreement between the South Florida Regional Transportation Authority and Broward County for County-Requested Betterments provided in Exhibit 1 (“WAVE Funding Agreement”); and
- 2) If the Board deems necessary, delegation to the Executive Director to finalize and execute the WAVE Funding Agreement; and
- 3) Delegation to the Executive Director to finalize and execute the agreement(s) with FDOT for the FDOT Share in the amount of \$5,815,000

Board Member Jim Cummings moved for approval of (1), (2) and (3). The motion was seconded by Board Member Marie Horenburger.

Mayor Ryan stated that this agreement is the result of extended discussions. Upon reaching this agreement, some issues came up in regards to the contingency component of the funding. It is the position of SFRTA to hold these funds in a separate account. The County is in agreement with the SFRTA position. These funds will be paid and held in a segregated account. There will not be any

additional costs, since this project was approved, paid from this account. The county will be promptly invoiced for services that are furnished.

Board Member Cummings clarified that what is approved is the funding agreement as written by SFRTA. This is not addressing modifications requested by the County. There are modifications that need to be clarified on page 6.

Ms. Teresa Moore, General Counsel, SFRTA, clarified the language read into the record:

Exhibit 1, second paragraph on page 6, currently states, "The County shall be reimbursed one-half of the remaining balance of the not-to-exceed amount no later than 60 days following completion of the work."

SFRTA proposes the language change to: "The County shall be reimbursed the remaining balance of the County share no later than 60 days following completion of the work. The County share being the \$5.815 million that the County is providing SFRTA."

Board Member Cummings amended his motion to include the language modification. He added clarification to page 10 – Exhibit A. A change from "technically qualified low bid" to "request for proposal procurement."

Ms. Moore defined the difference that instead of a "pass-fail" system and the contractor must pass for the bid to be opened and a low bidder would win. It is agreed upon to do a request for proposal procurement, in which an evaluation committee reviews the proposals and then a formula is used to add up technical and price score to determine the winning proposer.

Mr. Stephens clarified that the monies that are allocated towards these betterment are to be spent on the betterments out of an account. Mr. Stephens introduced Mr. Richard Chess, Director of Finance, SFRTA.

Mr. Chess confirmed the understanding of the separate account and management.

Board Member Cummings noted the extended costs for delays and requested this as a separate line item in the budget.

Commissioner Abrams requested clarification and agreement to the presented modifications to the documents presented.

Ms. Moore clarified, Exhibit 1 with the modification, "the County shall be reimbursed the remaining balance of the County share no later than 60 days following completion of the work." The County share being the \$5.815 million that the County is providing SFRTA.

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

R6. MOTION TO APPROVE: Amendment No. 1 to the South Florida Regional Transportation Authority (SFRTA) FY 2014-2015 Capital Budget to increase the Budget by \$300,000 for Veolia Transportation Maintenance and Infrastructure (VTMI) to provide flagging services on the South Florida Rail Corridor (SFRC) for ongoing and planned projects by the SFRTA and the Florida Department of Transportation (FDOT).

Board Member Marie Horenburger moved for approval. 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 – Smoking Policy For Tri-Rail Station Platforms And E-Cigarettes

Ms. Teresa Moore, General Counsel, SFRTA commented that SFRTA currently has no-smoking areas at stations that have been imposed under the Florida Clean Indoor Air Act (FCIAA). These areas are near ticket vending machines and enclosed areas, such as the elevators and the pedestrian overpass. The law does not extend beyond these areas and the Department of Health had previously taken the position that this is the extent to which SFRTA could apply any non-smoking regulation. Since then, staff has learned that as long as SFRTA does not adopt an “ordinance” pursuant to the FCIAA and instead may adopt a policy under Florida Tobacco Free Initiative (FTFI) to extend the no-smoking zones within the platform. Staff is requesting consideration and direction from the Board as to expand no-smoking to the entire platform; to have a designated smoking area within the platform; and/or keep things the way they are. Staff is requesting that what policy is decided here today, to also extend this policy to include all tobacco products and e-cigarettes. Staff also requests the Board to amend the current no-smoking policy on the train to include all tobacco products and e-cigarettes.

The Chair stated that it was his opinion that smoking should be banned, but preferred a designated area.

Board Member Frione stated that he was in favor of a designated area and to include e-cigarettes. He inquired that if there was a ban, how would it be policed.

Board Member Horenburger stated that she preferred banning smoking or designating an area in the parking lot.

Commissioner Abrams stated that he supports the Chair’s position of a designated area and requested staff to return with how it would be implemented.

Board Member O’Reilly requested this be returned and for the SFRTA to be a leader or a follower on what is happening around the state and country. He requested costs involved.

Mr. Yoder addressed the Board. He stated that a no-smoking policy is difficult to enforce, due to a no set limit of distance. A total ban on the platform would be easier to enforce with a designated area to point to as, staff has marked off areas and strategically placed butt cans.

Board Member Horenburger moved on to the conditions of the news racks.

I-2. PRESENTATION – Florida Transportation Plan And Strategic Intermodal System Policy Plan 2015 Updates

Ms. Lois Bush of FDOT District 4, Planning and Environmental Office, gave a detailed PowerPoint presentation on the Florida Transportation Plan and the Strategic Intermodal System Policy.

Board Member Scott signed off at 10:40 a.m.

I-3. PRESENTATION - Tri-Rail Coastal Link on the FEC Corridor

Mr. Stephens reported that staff has been busy working with Miami-Dade and City of Miami commissioners to fund and build the Miami Station for the downtown link. Mr. Stephens noted that according to a Miami Herald reporter, David Smiley, that the verbal commitments to date have put negotiations within striking distance of the \$69 million funding for successfully moving forward. Individual agreements, term sheets, operation and maintenance costs are all being negotiated between SFRTA/Tri-Rail, AAF, FEC and FDOT. The entities are striving for fairness as the corridor, easements and the station will belong to FDOT. In moving forward, the Miami Downtown Link is estimated to be completed in two years, which will be the first station on the Tri-Rail Coastal Link corridor.

I-4. PRESENTATION - Tri-Rail Coastal Link Public Opinion Survey Preliminary Results

Ms. Natalie Yesbeck Pustizzi, Planning Project Manager, SFRTA, addressed the Board. Ms. Pustizzi gave a background on the 2009 public opinion survey on general transportation in South Florida. She stated this year's follow-up survey to the previous effort was focused on questions to the TRCL project. She introduced Ms. Abra Horn from Jacobs Engineering, SFRTA's consultant to present initial results.

Ms. Abra Horn addressed the Board. She gave a detailed PowerPoint presentation on the methods, demographics and results of the survey. She stated that the results were favorable towards the TRCL project.

Mayor Tim Ryan exited the meeting at 11:00 a.m.

The Chair requested the information provided from the survey be broken down by county.

Board Member Frank Frione exited the meeting at 11:10 a.m.

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 – March
- B. RIDERSHIP GRAPHS – March
- C. ON-TIME PERFORMANCE GRAPHS – March
- D. MARKETING MONTHLY SUMMARY – March
- E. BUDGETED INCOME STATEMENT – March
- F. PAYMENTS OVER \$2,500.00 – March
- G. REVENUE AND FARE EVASION REPORTS – March
- H. SOLICITATION SCHEDULE – March
- I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY - March
- J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – March
- K. PROPERTY TASK FORCE – PROJECT SCHEDULE - N/A
- L. SECURITY REPORT - March
- M. EXPIRING CONTRACTS – March

N. CONTRACT ACTIONS EXECUTED UNDER GENERAL COUNSEL'S AUTHORITY -
March

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

Mr. Stephens reported that the information requested regarding Downtown Boca Raton Transit will be presented at the May Board meeting.

Mr. Stephens called upon Ms. Diane Hernandez Del Calvo, Director of Administration/EEO, to present the Corporate & Community Outreach upcoming events.

Ms. Hernandez Del Calvo addressed the Board. She thanked the Board Members for participating in the "StandUp 4 Transportation" event and ribbon cutting ceremony at the Miami Intermodal Center (MIC) on April 9th.

Ms. Hernandez Del Calvo reported that Corporate & Community Outreach will sponsor "Ride & Play" this Saturday, April 25th to promote weekend service. Staff will be at key stations to guide the public to shuttles and Palm Tran.

Ms. Hernandez Del Calvo announced that SFRTA has partnered with "Sun Fest." Sun Fest is a multi-day concert in downtown West Palm Beach beginning on April 29th thru May 3rd. An extra train is scheduled to depart the station one hour after the close of the concert and riders can take advantage of the trolley to and from the station.

She announced that the SFRTA will host the 10th Annual "Senior Idol Contest" on Sunday May 17th. This will take place at the Parker Playhouse in Ft. Lauderdale. The champion will win \$500 and free ride on Tri-Rail for a year. A shuttle will run from the Broward Boulevard Tri-Rail Station to the event.

Mr. Stephens announced that the SFRTA Finance Department has been awarded the FY2014-2015 Government Finance Officer Association Distinguished Budget Award. This is the second year the SFRTA has submitted the budget for the Distinguished Budget Award and the second time it has been awarded to the SFRTA. Mr. Stephens introduced Mr. Richard Chess, Director of Finance and Ms. Elizabeth Walter, Budget Manager.

LEGAL COUNSEL COMMENTS

Ms. Moore informed the Board Members that the four year terms for each Member will expire at the end of June 2015. She stated that this was due to the way the statute was set up in early 2003. This applies regardless of when a Board Member was appointed. She clarified that if you have not been reappointed or someone else has not been appointed in your place, by June 30th, Members will continue to serve in this position with all the same rights and responsibilities until an appointment is made. Members will need to contact their respective appointing authorities to be reappointed. She stated that the appointing authority will need to take the action.

BOARD MEMBER COMMENTS

Board Member Horenburger commented on the ride to the MIC opening. She stated that the ride on the way down was in a newer car and was great. She added that the return trip was in an older car and the cleanliness was not up to standards. She commented on the handicap access and commended Mr. Brad Barkman for his assistance and noted that security may need to step up to assist other handicapped people in the future.

Commissioner Abrams commented on the dispatch roll out not going well. He suggested that until the on-time performance improves, to not promote the initiatives in the making and to have an all hands on deck approach to improving service. He added that prior to taking another public survey, to consult with SFRTA public relations professionals in order to restore confidence among the ridership and that the trains are running on time.

Mr. Stephens responded that the past 27 days in the transition of taking over the corridor, has been challenging. Staff and contractors continue to be challenged by the issues causing the delays. The group has had the opportunity to work as a team and communicate together. Mr. Stephens called up Mr. Dan Mazza, Director of Engineering, SFRTA, and stated that he is responsible for the contract of the maintenance of way (MOW). It has been discovered that there are conditions that staff had not anticipated. It is expected that the FRA will be arriving soon, and with the team (VTMI) will work to correct the conditions. Mr. Stephens called up Mr. Brad Barkman, Director of Operations, SFRTA and stated that he is responsible for the dispatch and he has the toughest job. Mr. Stephens commented that Mr. Joe Yannuzzi, General Manager of Transdev/Veolia who is responsible for operations. Mr. Barkman is also responsible for the Bombardier contract for maintenance with General Manager Craig Mascot. Mr. Stephens stated that it is critically important that all four of the contractors (VTMI, Veolia, Bombardier, and Amtrak) work together to diagnose the problems and find the solutions. Mr. Stephens called up Mr. Allen Yoder, Director of Safety and Security, SFRTA and Mr. Tony Straianese, Project Manager for G4S, SFRTA and stated that they face the daily challenges. Mr. Straianese will be working directly with the local law enforcement and with staff to quickly clear up the trespass and vehicle strikes. All of these contractors have the opportunity to improve and each one of the contractors has a role to create a solution to the problems that have been identified. The one issue that all the contractors have in common is me. Mr. Stephens stated his commitment to the Board that he will spend the time and energy with executive level and national level principals to ensure the support and attention needed to resolve these issues as quickly as possible for the passengers.

Commissioner Abrams recognized the professional capabilities of the contractors and staff and understands the transitional period. He is appreciative and confident that these issues will be resolved. He continued on to a secondary issue of the trespass and accidents on the line. He referenced the April 18th incident and that the passengers were stuck/stranded for hours. Working with law enforcement to clear the "crime" scene sooner would be best. He requested that staff work with law enforcement, county by county to establish some protocols.

The Chair inquired if the jurisdiction along the corridor is with sheriff office or the city police.

Mr. Stephens responded that jurisdiction depends on where the action occurs.

The Chair suggested that this could be worked on internally and possibly have a legislative priority with the State.

Mr. Stephens responded this has been discussed at length and from a passengers view point can be very disturbing. Mr. Stephens called upon Mr. Yoder.

Mr. Yoder addressed the Board. He reported that there have been 5 incidences in 13 days, and four were in Broward County, within a two mile stretch. The first step has been to reach out to Broward Sheriff Office (BSO) and a meeting is scheduled for Monday, April 27, with staff to discuss jurisdictional and investigation process issues. He stated that what would be helpful is if the trains can be moved to the next station after the initial investigation. This would help with service recovery. The issue is with the Medical Examiner (ME) being the last to be called and can take up to several hours for the ME to arrive. This is a different protocol than what is done on I-95, when a fatality takes place. We would like to have the same process applied to the railroad. Staff has started a reach out with BSO and intends to reach out to Palm Beach and Miami Dade law enforcement.

Mr. Stephens called upon Mr. Tony Straianese of G4S, to explain.

Mr. Straianese addressed the Board. He stated that he is a member of the Palm Beach County Chief's Association and the Broward County Chief's Association and the Law Enforcement Planning Council (LEPC). He added that part of his responsibility is to communicate the concerns on how these incidents are played out with the three different counties. Jurisdiction depends on exactly where the strike takes place and if a train stops within a second jurisdiction this creates complications. This is to be worked out and once done, a PowerPoint presentation on protocol/policy will be made to the police departments. He added that due to promotional turnover in the departments, it is an educational process that will need to be made several times a year.

ADJOURNMENT

There being no further business the meeting adjourned at 11:45 a.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 22, 2015

AGENDA ITEM REPORT

Consent Regular

FISCAL YEAR 2015-2016
OPERATING BUDGET

REQUESTED ACTION:

MOTION TO APPROVE: The South Florida Regional Transportation Authority (SFRTA) FY 2015-2016 Operating Budget for \$105,689,530.

SUMMARY EXPLANATION AND BACKGROUND:

The SFRTA Operating Budget was prepared in accordance with the Florida Statutes 343.58 and 341.303(4), the Federal Transit Administration grant guidelines, and the Florida Department of Transportation Joint Participation Agreements.

The SFRTA proposed Operating Budget for FY 2015-2016 is \$105,689,530, an increase of \$8,401,015 over the FY 2014-2015 Operating Budget. Some of the major variances are:

- **\$11,176,339** increase in SFRC Maintenance. The majority of this increase is funded through FDOT.
- **\$2,272,951** decrease in Train Maintenance due to five older locomotives taken out of service.
- **\$1,000,000** reduction in train fuel due to the decrease in oil prices.

Department: Finance
Project Manager: Elizabeth Walter-Ebersole

Department Director: Richard D. Chess
Procurement Director: Christopher C. Bross

FISCAL IMPACT: Funding for the operating budget consists of \$13,597,273 in train revenue and other income, \$56,322,054 in statutory state funds, \$25,558,802 in federal funds, \$4,496,788 in SFRTA (County Gas Tax) funds, \$4,695,000 in county funds, \$629,344 in FDOT JPA funds and \$390,269 in miscellaneous funds.

EXHIBITS ATTACHED: Exhibit 1 – FY 2015-2016 Operating Budget-Revenue
Exhibit 2 – FY 2015-2016 Operating Budget-Appropriation/Expense

FISCAL YEAR 2015-2016
OPERATING BUDGET

Recommended by: P.A.D.L. 5/14/15
Department Director Date

Approved by: [Signature]
Procurement Director Date

Authorized by: [Signature] 5/14/15
Executive Director Date

Approved as to Form by: [Signature] 5-14-15
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
Commissioner Bruno Barreiro Yes No
James A. Cummings Yes No
Andrew Frey Yes No
Frank Frione Yes No

Marie Horenburger Yes No
Nick A. Inamdar Yes No
Gerry O'Reilly Yes No
Mayor Tim Ryan Yes No
James A. Scott Yes No

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2015-2016 OPERATING BUDGET**

REVENUE

	FY 2014-2015 APPROVED BUDGET	FY 2015-2016 PROPOSED BUDGET	CHANGE	% CHANGE
<u>TRAIN REVENUE</u>				
Train Service Revenue	13,064,845	13,272,273	207,428	1.59%
Interest Income/ Other Income	325,000	325,000	-	-
TOTAL TRAIN REVENUE	\$ 13,389,845	\$ 13,597,273	\$ 207,428	1.55%
<u>OPERATING ASSISTANCE</u>				
Statutory Dedicated Funding	13,300,000	13,300,000	-	-
Statutory Operating Assistance	17,300,000	17,300,000	-	-
Statutory Maintenance of Way	14,400,000	25,722,054	11,322,054	78.63%
FTA Planning Grant	1,100,000	1,100,000	-	-
FTA Preventive Maintenance	22,000,000	19,922,912	(2,077,088)	-9.44%
FTA Designated Recipient Fees	300,000	150,000	(150,000)	-50.00%
FTA JARC/NF Program Fee	50,000	10,000	(40,000)	-80.00%
FTA JARC/NF Program Match	375,890	375,890	-	-
FHWA	4,000,000	4,000,000	-	-
FDOT JPA-Hialeah Station	191,125	-	(191,125)	-100.00%
FDOT JPA-MIC Safety Improvements	150,000	-	(150,000)	-100.00%
FDOT JPA-MIC Security	129,344	129,344	-	-
FDOT Flagging Reimbursement Agreement	-	500,000	500,000	100.00%
City of Boca Raton-Shuttle Service	-	110,734	110,734	100.00%
Miami-Dade Statutory Operating Assistance	1,565,000	1,565,000	-	-
Broward Statutory Operating Assistance	1,565,000	1,565,000	-	-
Palm Beach Statutory Operating Assistance	1,565,000	1,565,000	-	-
Other Local Funding	294,740	279,535	(15,205)	-5.16%
Gas Tax Transfer	1,400,000	1,896,895	496,895	35.49%
SFRTA Reserves	3,837,636	2,599,893	(1,237,743)	-32.25%
TOTAL ASSISTANCE	83,523,735	92,092,257	8,568,522	10.26%
TOTAL REVENUE	\$ 96,913,580	\$ 105,689,530	\$ 8,775,950	9.06%

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2015-2016 OPERATING BUDGET**

	EXPENSES			
	FY 2014-2015	FY 2015-2016	CHANGE	% CHANGE
	APPROVED BUDGET	PROPOSED BUDGET		
Operations	59,763,499	71,149,568	11,386,069	19.05%
Train & Station Maintenance	22,151,447	19,922,912	(2,228,535)	-10.06%
Personnel Expense	11,081,153	11,294,866	213,713	1.93%
General & Administrative	2,338,337	2,433,828	95,491	4.08%
Customer & Community Outreach	628,500	598,500	(30,000)	-4.77%
Professional Fees	1,187,400	1,037,900	(149,500)	-12.59%
Legal	838,244	826,956	(11,288)	-1.35%
Reserve	500,000	-	(500,000)	-100.00%
Expenditures Transferred to Capital Budget	(1,575,000)	(1,575,000)	-	-
TOTAL EXPENSES	\$ 96,913,580	\$ 105,689,530	\$ 8,775,950	9.06%

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 22, 2014AGENDA ITEM REPORT Consent RegularFISCAL YEAR 2015-2016
CAPITAL BUDGETREQUESTED ACTION:

MOTION TO APPROVE: The South Florida Regional Transportation Authority (SFRTA) FY 2015-2016 Capital Budget for \$152,024,689.

SUMMARY EXPLANATION AND BACKGROUND:

The SFRTA Capital Budget was prepared in accordance with Florida Statutes 343.58, Federal Transit Administration grant guidelines and Florida Department of Transportation Joint Participation Agreements.

The proposed FY 2015-2016 Capital Budget totals \$152,024,689 (see Exhibit 1). The Budget consists of metropolitan planning organization (MPO), city, state, federal, and SFRTA funds. These funds are to be used to finance new and on-going projects. Some of the major initiatives planned are:

- **\$66,290,753** is being budgeted in FY 2015-2016 for the WAVE Modern Streetcar Project which is comprised of the following: \$3,120,000 is being contributed by the Florida Department of transportation (FDOT); \$49,650,000 from FTA Small Starts Grant, \$1,800,000 from the Broward MPO, \$90,753 from the City of Ft. Lauderdale for redesign plans for 6th Street, and \$5,815,000 for betterments that will be funded by Broward County and matched 100% by FDOT. \$88,030,000 was budgeted in prior years and the remaining \$10,328,000 will be programmed in FY 2016-2017 budget. The total projected cost of this project is \$164,648,753.

(Continued on page 2)

Department: Finance
Project Manager: Elizabeth Walter-Ebersole

Department Director: Richard D. Chess
Procurement Director: Christopher Cross

FISCAL IMPACT: Funding for these projects consists of \$80,615,000 in new federal funds, \$19,300,000 from a SIB loan, \$8,010,000 in SFRTA (County Gas Tax) Funds, \$30,621,355 in state funds, \$1,800,000 from the Broward MPO, \$5,863,334 from the City of Ft. Lauderdale and \$5,815,000 from Broward County.

EXHIBITS ATTACHED: Exhibit 1 – FY 2015-2016 Capital Projects Budget & Five Year Plan
Exhibit 2 – FY 2015-2016 Capital Revenue Budget & Five Year Plan

FISCAL YEAR 2014-2015
CAPITAL BUDGET

SUMMARY EXPLANATION AND BACKGROUND: (continued)

- **\$21,400,000** of next year's Federal Transit Administration (FTA) capital funds will be used for Preventive Maintenance as part of our Operating Budget.
- **\$16,223,888** is budgeted for the engineering, installation, project management and system testing for Positive Train Control for the Tri-Rail fleet.
- **\$5,772,581** will be provided by the City of Ft. Lauderdale for construction of the new Northern Loop at the northern end of the WAVE Modern Streetcar Project.
- **\$3,848,023** is being funded by FDOT for the construction/upgrade of the Northwood and Iris crossovers to connect the South Florida Rail Corridor (SFRC) to the Florida East Coast (FEC) Corridor.
- **\$3,535,117** of federal funds will be allocated for debt service in anticipation of repayment of a State Infrastructure Bank (SIB) Loan in the amount of **\$19,300,000**. This loan will be for the construction of a new Operations Center for SFRTA.
- **\$1,896,895** of gas tax funds will be transferred to the Operating Budget to offset the cost of Maintenance of Way.
- **\$1,250,000** will be used to fund the General Engineering Consultant contracts.
- **\$1,200,000** will be provided by FDOT for flagging services along the SFRC during construction of projects to be identified by FDOT.
- **\$1,200,000** will be provided by FDOT for grade crossing improvements and construction on NW 25th and NW 28th streets.

FISCAL YEAR 2015-2016
CAPITAL BUDGET

Recommended by: R.D.L. 5/14/15
Department Director Date

Approved by: [Signature]
Procurement Director Date

Authorized by: [Signature] 5/14/15
Executive Director Date

Approved as to Form by: [Signature] 5-14-15
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
Commissioner Bruno Barreiro Yes No
James A. Cummings Yes No
Andrew Frey Yes No
Frank Frione Yes No

Marie Horenburger Yes No
Nick A. Inamdar Yes No
Gerry O'Reilly Yes No
Mayor Tim Ryan Yes No
James A. Scott Yes No

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2015-2016
CAPITAL PROJECTS BUDGET AND FIVE YEAR PLAN**

	PRIOR ALLOCATION	FY 2015-2016 CAPITAL BUDGET	FIVE YEAR PLAN					TOTAL
			FY 2016-2017 PROJECTED	FY 2017-2018 PROJECTED	FY 2018-2019 PROJECTED	FY 2019-2020 PROJECTED	FY 2020-2021 PROJECTED	
Project Support/Administration	\$ 5,150,000	\$ -	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 11,150,000
Computer/Office Equipment/Software	917,674	500,000	500,000	200,000	200,000	300,000	150,000	2,767,674
New Rolling Stock (Rotem Cars)	45,719,000							45,719,000
Decolostat	1,092,000							1,092,000
Planning & Capital Development	6,625,000		697,000		1,100,000	1,100,000	1,000,000	10,522,000
Rail Yard Improvements	1,030,000	100,000		100,000		300,000		1,530,000
Passenger Information System	5,256,450	1,500,000						6,756,450
Add Passenger Wi-Fi to Fleet	547,091							547,091
Non-Revenue Fleet Vehicles	408,292	100,000		100,000		100,000		708,292
West Palm Beach Intermodal	1,995,420							1,995,420
Pompano Beach/Delray Beach Sta Improve	18,346,556							18,346,556
General Engineering Consultants	3,635,635	1,250,000	1,500,000	1,500,000	1,000,000	1,000,000	1,000,000	10,885,635
New Locomotives	61,742,893							61,742,893
Coach Wraps & Cameras	1,900,000							1,900,000
Hialeah Yard Electric Rewiring	1,474,000							1,474,000
Locomotive Spare Parts	659,000	300,000		500,000	168,000	468,000	500,000	2,595,000
Lower Door Control	110,000							110,000
Passenger Emergency Intercom	825,000							825,000
Transit Oriented Development (TOD II)	1,175,000	225,000	300,000		200,000	300,000		2,200,000
Heavy Station Maintenance/Construction	1,303,782	200,000	300,000			100,000		1,903,782
Station Beautification	597,844	168,000	168,000	168,000	168,000	168,000	168,000	1,605,844
Opa Locka Parking Lot Improvements	2,313,612							2,313,612
Northern Layover Facility	4,050,000							4,050,000
WAVE	88,030,000	66,290,753	10,328,000	13,065,944	7,000,000	12,034,056		164,648,753
Broward Mobility Hub	800,000							800,000
Station Improvements	950,000	100,000			100,000	200,000		1,350,000
Miami River Intermodal Center (MR-MICCI)	4,200,000		15,000,000	12,000,000				31,200,000
Positive Train Control	4,696,000	16,223,888						20,919,888
Preventive Maintenance	41,447,030	21,400,000	21,400,000	21,400,000	22,300,000	22,300,000	22,300,000	172,547,030
Cypress Creek Mobility Hub	800,000			7,000,000				7,800,000
Passenger Car Spare Parts	4,760,000							4,760,000
Wayfinding	3,069,216		183,333					3,252,549
MIC TVMs & Networking	3,987,452	205,333		268,000				4,460,785
SFOMA Transition	2,200,000	455,000						2,655,000
Northwood & Iris Crossovers	2,500,000	3,848,023						6,348,023
Mold Mitigation	223,000							223,000
Operations Center	12,055,694	19,300,000						31,355,694
Dispatch Center	10,831,109	500,000						11,331,109
Boca II			1,500,000	17,000,000				18,500,000
New Rolling Stock-TRCL						4,000,000	4,000,000	8,000,000
Service on FEC-TRCL		908,105	3,613,105	2,425,438	5,803,352			12,750,000
Environmental Mitigation		500,000						500,000
Corridor Flagging	300,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	7,500,000
Boardroom Audio-visual Equipment	1,029,813	25,444						1,055,257
Northern Loop	1,771,987	5,772,581						7,544,568
New River Draw Bridge		889,000						889,000
TRCL Locomotive Rehab							1,000,000	1,000,000
MIC Rail Corridor	150,000	1,200,000						1,350,000
Transfer to Operating	1,400,000	1,896,895	1,896,895	1,896,895	1,896,895	1,896,895	1,896,895	12,781,370
Debt Service	2,500,000	3,535,117	3,699,945	3,216,667	3,379,799	3,326,308	771,936	20,429,772
Federal Funds Unallocated			250,000			412,334	2,930,334	3,592,668
County Gas Tax Funds Unallocated	302,000	3,431,550	3,266,722	1,458,954		1,803,463	2,057,835	12,320,524
Total Capital Fund allocation by Project:	\$ 354,877,550	\$ 152,024,689	\$ 67,003,000	\$ 83,240,944	\$ 47,175,000	\$ 52,209,056	\$ 40,175,000	\$ 796,705,239

Total Prior Year Funds Expended \$ 187,746,587

Remaining Prior Year Funds \$ 167,130,963

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2015-2016
CAPITAL REVENUE BUDGET AND FIVE YEAR PLAN**

	PREVIOUS FUNDING	FY 2015-2016 CAPITAL BUDGET	FIVE YEAR PLAN					TOTAL
			FY 2016-2017 PROJECTED	FY 2017-2018 PROJECTED	FY 2018-2019 PROJECTED	FY 2019-2020 PROJECTED	FY 2020-2021 PROJECTED	
FTA Section 5307 - Formula Funds	\$77,634,121	\$16,915,000	\$16,915,000	\$16,915,000	\$16,915,000	\$16,915,000	\$16,915,000	\$179,124,121
FTA Section 5307 - STP Flex Funds	1,300,000							1,300,000
FTA Section 5309 - Rail Mod.	13,955,000							13,955,000
FTA Section 5309 - Safetea (Earmark)	2,590,420							2,590,420
FTA Section 5337 - State of Good Repair	34,207,114	14,050,000	14,050,000	14,050,000	14,050,000	14,050,000	14,050,000	118,507,114
FTA Section 5308 - Tigger Funds	5,713,549							5,713,549
FTA Section - Tiger Funds	18,000,000							18,000,000
FTA Section 5317 - New Freedom	2,573,007							2,573,007
FTA Small Starts		49,650,000						49,650,000
American Recovery & Reinvestment Act	16,059,215							16,059,215
FDOT GMR Funds					5,900,000			5,900,000
FDOT Urbanized Flex Funds				7,000,000				7,000,000
FDOT PTO Funds		500,000						500,000
FDOT JPA'S	53,165,705	27,721,355	15,000,000					95,887,060
FDOT Grade Crossing Agreement		1,200,000						1,200,000
FDOT Flagging Agreement	300,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	7,500,000
FDOT Trip Funds	15,481,674			14,500,000				29,981,674
FDOT FHWA Flex Funds					1,100,000			1,100,000
PBMPO Funds	4,850,000		1,500,000	21,565,944		12,034,056		39,950,000
BMPO Funds	2,111,200	1,800,000						3,911,200
City of Ft. Lauderdale	10,500,000	90,753						10,590,753
City of Ft. Lauderdale-Northern Loop	1,771,987	5,772,581						7,544,568
Taxing District	20,590,000							20,590,000
Broward County		5,815,000						5,815,000
Rotem Credit	2,460,000							2,460,000
SIB Loan		19,300,000						19,300,000
Unidentified WAVE Funding Source			10,328,000					10,328,000
County Gas Tax	71,614,558	8,010,000	8,010,000	8,010,000	8,010,000	8,010,000	8,010,000	119,674,558
Total Capital Revenues	\$ 354,877,550	\$ 152,024,689	\$ 67,003,000	\$ 83,240,944	\$ 47,175,000	\$ 52,209,056	\$ 40,175,000	\$ 796,705,239
Total Prior Year Funds Expended	\$ 187,746,587							
Remaining Prior Year Funds	\$ 167,130,963							

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 22, 2014

AGENDA ITEM REPORT

Consent Regular

SFRTA SMOKING POLICY

REQUESTED ACTION:

MOTION TO APPROVE: SFRTA Smoking Policy, as determined by the Board.

SUMMARY EXPLANATION AND BACKGROUND:

At the SFRTA Board's request at its April 24, 2015 meeting, Staff has prepared two versions of the amended SFRTA Smoking Policy for the Board's consideration.

The first version requires designated smoking areas on each station platform and prohibits smoking in other areas of the platforms, the pedestrian overpasses and on the trains. The second version bans smoking entirely from all station platforms, pedestrian overpasses and trains.

Both versions prohibit the smoking or vaporizing of any "organic or synthetic material, including, but not limited to, plants, herbs, weeds, or tobacco" and the use of "any product, device, or equipment producing smoke or vapors intended to be inhaled or exhaled" including electronic cigarettes. The ban applies to all Tri-Rail trains, station platforms and pedestrian overpasses (except for the designated smoking areas in the first version).

Staff will erect signage at the various stations to comply with the policy adopted by the Board. Staff estimates the cost of signage will be approximately \$10,000, which is available in the current Capital Budget.

Department: Executive & Legal

Department Director: Jack Stephens &
Teresa J. Moore

Project Manager: N/A

Procurement Director: N/A

FISCAL IMPACT: Funds are available in Fiscal Year 2014-15 Capital Budget

EXHIBITS ATTACHED: Exhibit 1 – Smoking Policy with designated smoking areas on station platforms
Exhibit 2 – Smoking Policy with complete no smoking ban

SFRTA SMOKING POLICY

Recommended by: [Signature] Department Director Date _____ Approved by: [Signature] Procurement Director Date _____

Authorized by: [Signature] Executive Director Date 5-14-15 Approved as to Form by: [Signature] General Counsel Date 5-14-15

Board Action:

Approved: Yes No
Vote: Unanimous

Amended Motion:

- | | | | |
|-------------------------------|--|-------------------|--|
| Commissioner Steven L. Abrams | <input type="checkbox"/> Yes <input type="checkbox"/> No | Marie Horenburger | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Commissioner Bruno Barreiro | <input type="checkbox"/> Yes <input type="checkbox"/> No | Nick A. Inamdar | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| James A. Cummings | <input type="checkbox"/> Yes <input type="checkbox"/> No | Gerry O'Reilly | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Andrew Frey | <input type="checkbox"/> Yes <input type="checkbox"/> No | Mayor Tim Ryan | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Frank Frione | <input type="checkbox"/> Yes <input type="checkbox"/> No | James A. Scott | <input type="checkbox"/> Yes <input type="checkbox"/> No |

NO SMOKING POLICY

**NO SMOKING ON ANY TRI-RAIL TRAINS, PEDESTRIAN OVERPASSES AND
STATION PLATFORMS,
EXCEPT IN DESIGNATED SMOKING AREAS ON PLATFORMS**

POLICY STATEMENT

In order to safeguard the health of Tri-Rail passengers by protecting them from exposure to the harmful effects of second-hand smoke, all Tri-Rail trains, train platforms and pedestrian overpasses are designated NO SMOKING AREAS. Smoking is permitted only in specially designated “smoking areas” on station platforms.

Because of the various ingredients now being used in smoking products, for the protection of Tri-Rail passengers who suffer from respiratory conditions that may be aggravated by the presence of smoke or vapors, this policy is not restricted to the smoking or use of tobacco products, but includes the use of all smoke and vapor creating devices.

POLICY

Smoking is prohibited on trains, train platforms and pedestrian overpasses, including stairways, elevators and escalators. Smoking is permitted only in specially designated “smoking areas.”

For purposes of this policy, “smoke” or “smoking” means inhaling or exhaling the fumes or vapors of any organic or synthetic material, including, but not limited to, plants, cloves, herbs, weeds, or tobacco. Smoking specifically includes “vaping,” or the use of any vapor creating products.

The possession of any product, device, or equipment producing smoke or vapors intended to be inhaled or exhaled is prohibited in NO SMOKING AREAS. This prohibition includes, but is not limited to, electronic cigarettes or any other devices intended to simulate smoking. Electronic cigarettes include products also known as e-cigarettes, vapors, vaporizers, nicotine vaporizers or hookah pens.

COMPLIANCE

Violation of this policy, including the refusal of any person to follow the instruction of an SFRTA station agent, onboard staff or security officer to stop smoking in a designated NO SMOKING AREA, may result in denial of access to train service, including the issuance of a Trespass Notice.

NO SMOKING POLICY

NO SMOKING ON ANY TRI-RAIL TRAINS, STATION PLATFORMS AND PEDESTRIAN OVERPASSES

POLICY STATEMENT

In order to safeguard the health of Tri-Rail passengers by protecting them from exposure to the harmful effects of second-hand smoke, all Tri-Rail trains, train platforms and pedestrian overpasses are designated NO SMOKING AREAS.

Because of the various ingredients now being used in smoking products, for the protection of Tri-Rail passengers who suffer from respiratory conditions that may be aggravated by the presence of smoke or vapors, this policy is not restricted to the smoking or use of tobacco products, but includes the use of all smoke and vapor creating devices.

POLICY

Smoking is prohibited on trains, train platforms and pedestrian overpasses, including stairways, elevators and escalators.

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The possession of any product, device, or equipment producing smoke or vapors intended to be inhaled or exhaled is prohibited in all NO SMOKING AREAS. This prohibition includes, but is not limited to, electronic cigarettes or any other devices intended to simulate smoking. Electronic cigarettes include products also known as e-cigarettes, vapors, vaporizers, nicotine vaporizers or hookah pens.

COMPLIANCE

Violation of this policy, including the refusal of any person to follow the instruction of an SFRTA station agent, onboard staff or security officer to stop smoking in a designated NO SMOKING AREA, may result in denial of access to train service, including the issuance of a Trespass Notice.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 22, 2015

AGENDA ITEM REPORT

Consent Regular

SOUTH FLORIDA FREIGHT AND PASSENGER RAIL ENHANCEMENT PROJECT –
MEMORANDUM OF AGREEMENT (MOA), JOINT PARTICIPATION AGREEMENT FM
#434948-1-94-02 (NORTHWOOD REHABILITATION), AND JOINT PARTICIPATION
AGREEMENT FM #433514-1-94-02 (IRIS CONNECTION)

REQUESTED ACTION:

MOTION TO APPROVE:

(A) Memorandum of Agreement (MOA) between the Florida Department of Transportation (FDOT), the South Florida Regional Transportation Authority (SFRTA), CSX Transportation, Inc. (CSXT) and the Florida East Coast Railway (FECR) ~~and the South Florida Regional Transportation Authority (SFRTA)~~ outlining the duties and responsibilities of the parties associated with the South Florida Freight and Passenger Rail Enhancement Project – Northwood and Iris connections.

(B) Joint Participation Agreement (JPA) FM #434948-1-94-02 between SFRTA and FDOT, in the amount of \$1,182,786 for SFRTA to complete design and construction of SFRTA's portion of the Phase 1A (Northwood Rehabilitation) of the South Florida Freight and Passenger Rail Enhancement Project.

(C) Joint Participation Agreement (JPA) FM #433514-1-94-02 between SFRTA and FDOT, in the amount of \$2,665,237 for SFRTA to complete design and construction of SFRTA's portion of the Phase 1B (Iris Connection) of the South Florida Freight and Passenger Rail Enhancement Project.

SUMMARY EXPLANATION AND BACKGROUND:

In September, 2013, based on the findings of the South Florida Freight and Passenger Rail Enhancement Study which evaluated proposed rail connections between the existing South Florida Rail Corridor (SFRC) and the FECR Corridor to provide improved capacity for freight service, FDOT received a TIGER Grant to design and construct two (2) connections between the corridors.

(Continued on Page 2)

Department: Engineering and Construction

Department Director: Daniel R. Mazza, P.E.

Project Manager: Daniel R. Mazza, P.E.

Procurement Director: Christopher Bross

FISCAL IMPACT: Funds for SFRTA portion of the South Florida Freight and Passenger Rail Enhancement Project are included in SFRTA's Fiscal Year 2015-16 Capital Budget.

EXHIBITS ATTACHED: Exhibit 1 – FDOT/SFRTA/FECR Memorandum of Agreement
Exhibits 2, 3, 4 – Phase 1A, Phase 1B, and Phase 2 Aerials
Exhibit 5 – FDOT Joint Participation Agreement FM #434948-1-94-02
Exhibit 6 – FDOT Joint Participation Agreement FM #433514-1-94-02

SOUTH FLORIDA FREIGHT AND PASSENGER RAIL ENHANCEMENT PROJECT –
MEMORANDUM OF AGREEMENT (MOA), JOINT PARTICIPATION AGREEMENT FM
#434948-1-94-02 (NORTHWOOD REHABILITATION), AND JOINT PARTICIPATION
AGREEMENT FM #433514-1-94-02 (IRIS CONNECTION)

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

In addition to the improved freight capacity, SFRTA/FDOT's future planned use of the FECR Corridor for passenger operations would utilize these new connections to improve passenger rail service in the region.

The complete estimated budget for the South Florida Freight and Passenger Rail Enhancement Project (or Project) is \$47.5M, of which the FRA TIGER Grant will provide funding of \$13.75M. The remaining funds provided are: FDOT \$29.25M, SFRTA \$2.5M, FECR \$1M, and CSXT \$1M.

The South Florida Freight and Passenger Rail Enhancement Project is planned to be implemented in three phases; the first referred to as Phase 1A (Exhibit 2) to rehabilitate the existing partial SFRC/FECR connection at Northwood, the second known as Phase 1B (Exhibit 3) to design and construct a new single track connection at the existing Iris SFRC/FECR railroad crossing, and the third, Phase 2 (Exhibit 4) to design and construct a new single track for the remaining connecting movements at the Northwood Connection.

Phase 1A and 1B will be constructed by both SFRTA and FECR, and Phase 2 will be constructed by FDOT's contractor, SFRTA, and FECR. SFRTA and FECR will construct the tie-ins to their respective corridors, and FDOT will construct the remaining portions of Phase 2. FDOT has provided the Memorandum of Agreement between FDOT, SFRTA, CSXT and FECR which outlines the respective responsibilities of the three parties for the Project (Exhibit 1). The FDOT funding of SFRTA's portion of Phase 1A and Phase 1B work is contained in FDOT JPA FM #434948-1-94-02 (Exhibit 5) and FDOT JPA FM #433514-1-94-02 (Exhibit 6), respectively. FDOT's funding for SFRTA's portion of Phase 2 will be given in a future JPA.

Staff is requesting Board approval of the South Florida Freight and Passenger Rail Enhancement Project's Memorandum of Agreement, and JPAs FM #434948-1-94-02 and FM #433514-1-94-02 for the funding of SFRTA's portion of Phase's 1A and 1B.

SOUTH FLORIDA FREIGHT AND PASSENGER RAIL ENHANCEMENT PROJECT –
MEMORANDUM OF AGREEMENT (MOA), JOINT PARTICIPATION AGREEMENT FM
#434948-1-94-02 (NORTHWOOD REHABILITATION), AND JOINT PARTICIPATION
AGREEMENT FM #433514-1-94-02 (IRIS CONNECTION)

Recommended by: *Daniel Mays* 5/14/15
Department Director Date

Approved by: *C. Cross* 5/14/15
Procurement Director Date

Authorized by: *Jack Haddad* 5/14/15
Executive Director Date

Approved to Form by: *Joseph Hone* 5-14-15
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
Commissioner Bruno Barreiro Yes No
James A. Cummings Yes No
Andrew Frey Yes No
Frank Frione Yes No

Marie Horenburger Yes No
Mayor Tim Ryan Yes No
Nick A. Inamdar Yes No
James A. Scott Yes No
Gerry O'Reilly Yes No

Memorandum of Agreement

South Florida Freight and Passenger Rail Enhancement Project

This Memorandum of Agreement is made as of this ____ day of _____ 2015, among the State of Florida Department of Transportation (“FDOT”), South Florida Regional Transportation Authority (“SFRTA”), CSX Transportation Inc. (“CSXT”) and Florida East Coast Railway (“FECR”), hereinafter collectively referred to as the “Parties” relating to the design and construction of the South Florida Freight and Passenger Rail Enhancement Project (“Project”).

Recitals

Whereas, the FDOT in coordination with the Federal Railroad Administration (FRA) conducted a South Florida Freight and Passenger Rail Enhancement Study to evaluate proposed rail connections between the existing South Florida Rail Corridor (“SFRC”) and the FECR Corridor to provide improved freight connectivity; and

Whereas, based upon the findings of said study the FDOT received a TIGER Grant to design and construct these connections under the South Florida Freight and Passenger Rail Enhancement Project (“Project”) to better link FECR’s and SFRC’s major railroad Corridors to provide improved capacity for freight rail service; and

Whereas, advanced planning is underway by the Parties to potentially link the existing passenger operations on the SFRC with new and rerouted passenger service to operate on the FECR Corridor, which would use these connections to improve passenger rail service in the region; and

Whereas the Project will be implemented in three phases; the first referred to as Phase 1A (FM # 434948-1), to rehabilitate the existing partial SFRC/FECR connection at Northwood (Palm Beach County), the second known as Phase 2 (FM # 434948-2), to design and construct a new single track for the remaining connecting movements at the Northwood Connection and the third, Phase 1B (FM # 433514-1), to design and construct a new single track connection at the existing IRIS crossing (Miami Dade County); and

Whereas, the Parties to this Agreement have agreed to contribute funding and to perform services in furtherance of the Project and this Memorandum of Agreement is intended to provide a general outline of the Parties duties and responsibilities for the completion of the Project;

Whereas the Parties agree that it is in the best interest of the public to promote a cooperative effort for this Project.

NOW THEREFORE, the Parties agree as follows:

- 1. The above recitals are true and correct and are incorporated herein by reference.**
- 2. Right-of-Way: The Project is being constructed in three separate and distinct phases. Two of the phases are located at Northwood in Palm Beach County, however, only Phase 1A has the requisite right-of-way for the construction of the Project. Phase 2 right-of-way efforts are currently underway and it is anticipated that right of way will be available for construction in 2017. Right-of-way for construction of Phase 1B, IRIS in Miami Dade County is also currently available. The Department will be responsible for acquiring all the right of way required for this Project. Once the right of way for phase 2 is acquired it will be maintained by SFRTA on behalf of FDOT.**
- 3. Funding: The current estimate for the Project is \$47.5 million dollars of which the FRA TIGER grant will provide funding of not more than \$13,750,000. CSX-T by separate agreement will contribute \$ 1 million dollars towards the Project. The Parties to this agreement have agreed to contribute funding as follows: SFRTA will contribute \$2.5 million; and FECR will contribute \$1 million, and FDOT will provide the remaining Project funds up to the budgeted amounts as stated in the separate funding agreements.**
- 4. Construction: Phase 1A and 1B will be constructed with a combination of SFRTA and FECR forces. The division of work effort for Phase 1A is as depicted in Exhibit A, entitled Northwood Phase 1A Construction Responsibility. The division of work effort for Phase 1B is as depicted in Exhibit B, entitled Iris Phase 1B Construction Responsibility. Phase 2 will be constructed by FDOT's contractor, SFRTA and FECR. SFRTA and FECR will construct the tie-ins located to their respective Corridors and FDOT will let a contract for the construction of the remaining portions of Phase 2, as depicted in Exhibit C, entitled Northwood Phase 2 Construction Responsibilities. It is anticipated that the Phase 2 Project will require the construction of some additional features such as landscaping, curb, fencing, etc. as well as the relocation of utilities. These additional activities will be FDOT's responsibility.**
- 5. Design: The Department has completed 30% design plans for Phases 1A and 1B of the Project and such plans will be made available to the Parties. It is intended that the designated Party constructing each segment of each Phase will complete their respective plans and will coordinate with one another to ensure a smooth transition between the segments of the Phases. It is understood that Phase 2 will be designed by FDOT and constructed by FDOT, FECR and SFRTA after the right-of-way has been acquired. The Project shall be designed based on the best generally accepted industry standards and all applicable FRA track and signal standards. Should the CSXT standard with respect to grade, degree of curvature, clearances or breaking distances (the "CSXT**

Standards”) be more restrictive than any other standard, then the designated party shall apply the more restrictive CSXT standard.

6. **Flagging:** FECR and SFRTA shall provide flagging on their respective segments, and will provide flagging for FDOT as required.

Schedule: The terms and conditions of the TIGER Grant require that construction of the Project be completed by July 2018. The Parties recognize that time is of the essence with regard to completion of this Project and will commit adequate staff and resources to ensure that the Project is constructed in accordance with the schedule contained within the Statement of Work (“SOW”) attached as Exhibit D which sets forth the conditions and requirements of the TIGER Grant for the Project.

7. **Review:** Plans shall be submitted to all Parties for review at 60% and 100% completion. The Parties agree to provide review and comment of plans within 30 days of receipt. CSXT review will be limited to the engineering plans for the actual connections to the SFRC.
8. **Tiger Grant Conditions:** Per the conditions and requirements in the SOW, the Parties agree to provide the data to support all compliance measures of the Grant in accordance with the schedule established for the reporting periods.
9. The FRA is planning to monitor this project to determine whether the goals set forth in the TIGER grant will be achieved in the future. The Parties will cooperate in providing train movement lists, accident statistics, and other data required by the compliance measures of the grant without undue collection burden to the FRA for a period of six (6) years beginning October 31st 2014.
10. The Parties agree to work cooperatively to achieve the objectives of the Project to facilitate and enhance the movement of freight and passenger service in South Florida.
11. **Other Agreements:** The Parties recognize that this document is simply the first of a number of agreements reflecting the commitment of the Parties to the Project and that additional agreements will be required by and amongst the Parties to provide for the funding, design, and construction, of the Project and to satisfy the requirements of the TIGER Grant. Further, prior to train operations on the Project, agreements will be required by and amongst some or all of the Parties addressing matters including but not limited to access, maintenance, dispatch and Positive Train Control. The Parties agree to work together and execute such agreements as are necessary to successfully complete the Project and comply with the requirements of the TIGER Grant.



REVISIONS		DESCRIPTION		Engineer of Record: <i>Erin E. Trahan, P.E.</i> P.E. License No.: 75177 CH2M HILL, INC. 225 E. ROBINSON STREET SUITE 505 ORLANDO, FL 32801-4322 CERT. OF AUTHORIZATION NO. 000072	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			NORTHWOOD PHASE 1A CONSTRUCTION RESPONSIBILITY	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					NWOOD	PALM BEACH	434948-2-52-01		

Exhibit A

SUSERS DATES TIMES #FILES



Legend	
—	FEC Railway
—	South Florida Rail Corridor
—	Existing Property Lines (CAS)
—	Existing ROW
—	Construction by SFRTA
—	Construction by FEC
○	Construction Meeting Point

Construction Quantities	
FEC Railway	
*1 #15 Turnout	
*1 #15 Crossover	
*1,321 LF of Track	
SFRTA	
*1 #15 Turnout	
*1 #15 Crossover	
*208 LF of Track	

Exhibit B

<table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>REVISIONS</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION						Engineer, of Record: Erin E. Tishen, P.E. P.E. License No: 75177 CH2M HILL, INC. 225 E. ROBINSON STREET SUITE 505 ORLANDO, FL 32801-4322 CERT. OF AUTHORIZATION NO. 000072	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <table border="1"> <thead> <tr> <th>ROAD NO.</th> <th>COUNTY</th> <th>FINANCIAL PROJECT ID</th> </tr> </thead> <tbody> <tr> <td>IRIS</td> <td>MIAMI-DADE</td> <td>433514-1</td> </tr> </tbody> </table>	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	IRIS	MIAMI-DADE	433514-1	IRIS PHASE 1B CONSTRUCTION RESPONSIBILITY	SHEET NO.
DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION																	
ROAD NO.	COUNTY	FINANCIAL PROJECT ID																			
IRIS	MIAMI-DADE	433514-1																			



REVISIONS	
DATE	DESCRIPTION

Engineer of Record: Erin E. Tranan, P.E.
 P.E. License No.: 75177
 CH2M HILL, INC.
 225 E. ROBINSON STREET
 SUITE 505
 ORLANDO, FL 32801-4322
 CERT. OF AUTHORIZATION NO. 000072

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NWOOD	PALM BEACH	434948-2-52-01

NORTHWOOD PHASE 2 CONSTRUCTION RESPONSIBILITY		SHEET NO.
--	--	----------------------

Exhibit C

Exhibit D
STATEMENT OF WORK
South Florida Freight & Passenger Rail Enhancement Project

1.0 BACKGROUND

Between 2000 and 2010 the Miami-Fort Lauderdale-West Palm Beach, Florida metropolitan area comprising Miami-Dade, Broward and Palm Beach counties experienced approximately 11.1% population growth, accounting for more than 5.5 million people as of the 2010 Census. Much of this growth in population has been focused on the east coast – population density on the coast is three times that in the western section of Miami-Dade County. Rapid population growth is expected to continue in the foreseeable future.

There are two north-south rail corridors within the aforementioned metropolitan area that run mainly parallel to each other, but that are not fully interconnected. The existing South Florida Rail Corridor (SFRC) is generally west of I-95 and accommodates CSX Transportation (CSXT) freight operations as well as Amtrak intercity passenger service and Tri-Rail commuter rail. The Florida East Coast (FEC) freight customers are served through the FEC corridor to the east of the SFRC. Phased improvements to rehabilitate and enhance the existing partial SFRC and the FEC Railway Corridor connections at the Northwood Connection (Palm Beach County) and the existing IRIS crossing (Miami-Dade County) will better link these two major freight corridors, providing, providing improved freight connectivity. Integrating these rail corridors will facilitate improved intermodal connectivity to the major intermodal freight centers and multi-modal centers within the region.

The *South Florida Freight and Passenger Rail Enhancement* projects include the following improved rail connections:

- Phase 1A: Rehabilitate Existing Northwood Connection, Financial Project Number: 434948-1; Palm Beach County
- Phase 1B: IRIS Northeast Connection, Financial Project Number: 433514-1; Miami-Dade County
- Phase 2: New Northwood Connection, Financial Project Number: 434948-2; Palm Beach County

The existing Northwood Connection is located in the Northwood community north of downtown West Palm Beach. Historically, this connection served freight rail industry customers. The existing connection provides direct connections to the SFRC on the west (northbound and southbound) and a direct connection to FEC southbound. The existing railway is oriented in a northwest/southeast direction between the two existing railroads. The existing rail connection is in poor condition and in a state of disuse, limiting freight mobility. This project will rehabilitate the Northwood Connection and restore former freight connectivity. Phase 2 (New Northwood Connection) involves a new alignment connecting northbound FEC Railway to the southbound SFRC. The proposed alignment is located within the existing Northwood Industrial District approximately 500 feet to the south of the existing Northwood Connection.

The existing IRIS junction, at the intersection of the SFRC and FEC Railway, is located in the City of Hialeah in Miami-Dade County just south of the existing Tri-Rail/ CSXT Hialeah maintenance facility (adjacent to the SFRC). The existing IRIS junction is located approximated 4.5 miles west of the FEC along the existing FEC Little River Connection. The Little River Connection track originates at the FEC mainline near 71st Street and primarily supports access to FEC freight industry customers and intermodal centers to the southwest including the FEC Hialeah Intermodal yard and the South Florida Logistics Center adjacent to Miami International Airport (MIA). The IRIS NE connection would provide a missing short connector track between the SFRC and the FEC Little River Connection.

Future growth and success of the Southeast Florida region depends on the safe and efficient movement of people and goods. The rail connections proposed by this project represent a critical opportunity to expand the South Florida freight network by completing rail connections between these two adjacent rail corridors in South Florida.

The South Florida Freight & Passenger Rail Enhancement Project (Project) aims to address both short-term and long-term transportation needs in the region. In the short term, the proposed connections between the FEC and SFRC corridors will allow for essential connectivity and flexibility for freight movement in the region. Maintaining intermodal connectivity and satisfactory freight operations on both the FEC and SFRC is essential to serving the movement of goods and people efficiently in the region. Existing freight service provides an efficient and highly economical mode of transportation to support the transfer of intermodal freight between major industries and major Strategic Intermodal System (SIS) transportation hubs including airports, seaports and intermodal yards. Some of the anticipated benefits of the project include:

- Expand freight capacity to accommodate growth of our three South Florida ports: Port Miami, Port Everglades, and Port of Palm Beach.
- Alternate, adjacent routes to redistribute freight rail traffic for a more efficient utilization of our two existing rail corridors.
- Operational flexibility for future passenger rail services.

In the long-term the proposed connections will prepare the rail network for increased passenger service in the area by allowing for some freight traffic on the FEC corridor to be realigned to the SFRC, opening up capacity on the FEC and allowing reintroduction of passenger rail service on that corridor, currently under study by the Florida Department of Transportation (FDOT or Grantee) within the FEC corridor. The importance of the Project is best demonstrated by describing the existing and planned freight and passenger services that must be accommodated on the subject rail corridors. The existing Northwood Connection would ultimately serve freight customers between the SFRC and the FEC and provide critical direct northbound access to the CSX Integrated Logistics Center. The New Northwood Connection provides the critical direct northeast to southwest connection to facilitate freight integration to/from the south to efficiently serve freight operations in the southeast region of Florida. The New Northwood Connection would also serve potential future Amtrak passenger rail and the planned Tri-Rail Coastal Link service (integrated with existing Tri-Rail). The IRIS NE Connection will provide access to the Hialeah maintenance facility and to multimodal centers to the north while creating freight connectivity from Port Miami.

This grant will provide funding for the final design and construction of the three aforementioned improved rail connections, including all track and signal work.

2.0 GENERAL OBJECTIVE

Through this grant agreement, the Federal Railroad Administration (FRA) provides the Grantee with funding to complete the Project. The Project leverages significant past capital investment by making very strategic, targeted spot improvements in the rail network to yield a large gain in rail mobility in the region. The Project would provide the following freight mobility enhancements:

- Enhanced connectivity to multimodal logistic centers including the CSX Integrated Logistics Center (Winter Haven) and the South Florida Logistics Center
- Improved freight mobility to/from Port Everglades, Port Miami, and Port of Palm Beach
- Freight integration between FEC and CSXT to increase efficiency of freight traffic
- Provides Rail access to the Hialeah maintenance facility from the east

- Enhanced capacity on roadway network due to freight efficiency

The Project will improve freight connectivity between the existing SFRC and the FEC Railway to accommodate existing freight traffic and the projected growth in freight rail operations following the expansion of the Panama Canal and freight intermodal improvements at Port Miami, Port Everglades, and the Port of Palm Beach. Providing these integral connections will enhance freight and passenger rail mobility in South Florida and improve statewide freight connectivity to central Florida, northern Florida, and the Atlantic Seaboard.

3.0 PROJECT LIMITS

The project leverages significant past capital investment by making very strategic, targeted improvements in the rail network to yield a large gain in rail mobility in the region. Given this, the Project has been divided into three phases (as described in further detail below in section 4.0) all of which are located in Southeast Florida. Each phase of the Project involves separate rail alignments and will be constructed independently to provide immediate freight mobility benefits. The proposed Northwood connections are in West Palm Beach and the IRIS rail connection is in northern Miami-Dade County.

The existing Northwood Connection is a single-track rail alignment connecting the FEC Railway at approximately mile post 297.71 with the SFRC in the Northwood community north of downtown West Palm Beach at approximately mile post 968.2 (between CP Gator and CP Coral).

The existing IRIS junction is located in northern Miami-Dade County just south of the existing Tri-Rail/CSXT Hialeah maintenance facility (adjacent to the SFRC) and approximately 4.5 miles west of the FEC along the existing Little River Connection. The new interchange track will originate at the FEC Little River Connection approximately 0.2 miles east of NW 37th Avenue at mile post 4.35 (LR), and will connect with SFRC at approximately mile post 1034.08 (between CP 79th Street and CP 71st Street).

4.0 DESCRIPTION OF WORK

Project Phases and Description

To expedite Project delivery, the Project has been divided into three phases.

Specific details on the estimation of the Project items and cost can be found in the FDOT Long Range Estimate (LRE) that is included as Attachment 3 (Approved Project Budget).

Phase 1A

Phase 1A of the Project will rehabilitate the existing Northwood Connection track and facilitate freight integration between the SFRC and the FEC corridor in Palm Beach County. The Phase 1A improvements include:

- Track work: rehabilitation and replacement of 3,725 linear feet of existing track with 136# Continuously Welded Rail (CWR), two new #15 turnouts at connection points on the SFRC, one new #15 turnout at the connection point on the FEC and one new #10 turnout on the connection track west of South Street at the wye. The rehabilitation will require approximately 1,863 concrete cross ties at 24" on center spacing. The existing track class for the Northwood Connection is Excepted and the track will be rehabilitated to Class 2 track (design speed is 15 mph for freight).
- Grade Crossing Improvements: necessary grade crossing surface improvements and an upgraded gate warning and protection system at six modified grade crossings including: Windsor Avenue near Service Road (628105C), Windsor Avenue north of 25th Court (628114B), 26th Street

(628115H), Tamarind Avenue (628106J), Division Avenue (628110Y), and Rosemary Avenue (628112M).

- Systems Upgrades: implementation of Positive Train Control (PTC) in coordination with FEC and CSXT over the rehabilitated track to facilitate future integrated passenger rail service and the addition of new signals to the point of connections along the FEC and SFRC.

No right-of-way impacts are anticipated with this track rehabilitation.

Phase 1B

Phase 1B of the Project will construct a new IRIS Northeast (NE) Connection consisting of a new single track connection to allow westbound movements from the FEC along the Little River Connection to SFRC and the Tri-Rail / CSXT Hialeah maintenance yard.

The Phase 1B improvements include:

- Track work: construction of 1,700 linear feet of new track with 136# CWR, one new #11 turnout at the point of connection along the SFRC, one new #15 turnout at the point of connection along the FEC, one new #11 crossover on the SFRC mainline and one new #15 crossover on the FEC mainline for flexibility. The new track will require approximately 850 concrete cross ties at 24" on center spacing. Class 2 track is proposed (design speed is 20 mph for freight).
- Grade Crossing Improvements: necessary grade crossing surface improvements and an upgraded gate warning and protection system at NW 37th Avenue (272734B)
- Systems Upgrades: implementation of PTC in coordination with FEC and CSXT over the new track to facilitate future integrated passenger rail service and the addition of new signals to the point of connections along the FEC and SFRC.

No right-of-way impacts are anticipated with this track rehabilitation.

Phase 2

Phase 2 of the Project will provide a New Northwood Connection with the construction of a single track connection on a new alignment connecting northbound FEC in the NE quadrant to southbound SFRC in the SW quadrant. The Phase 2 alignment provides full connectivity between the SFRC and FEC mainlines while minimizing the impact to the culturally sensitive area.

This Phase will eliminate the need for reverse movements under Phase 1A, resulting in both time and cost savings for freight operations. The elimination of a reverse movement on the FEC improves the capacity of the mainline for other freight service and future passenger service. The completion of both Phase 1A and Phase 2 will provide direct SFRC/FEC connections for each potential integrated freight movement.

- Track work: 3,150 linear feet of new track with 136# CWR including two new #15 turnouts, one at each of the connections points along the FEC and SFRC, two new #15 crossovers, one on the FEC and one on the SFRC mainline for flexibility, and a crossing diamond to maintain the rehabilitated existing connection identified in Phase 1A. The new track will require approximately 1,575 concrete cross ties at 24" on center spacing. Class 2 track is proposed (design speed is 20 mph for freight).
- Grade Crossing Improvements: necessary grade crossing surface improvements at one modified grade crossing and the installation of five new grade crossings with gate warning and protection systems including: Windsor Ave south of 25th Street (NCX1, new crossing), 25th Street east of Windsor Avenue (NCX2, new crossing), 25th Court north of 25th Street (NCX3, new crossing),

N. Tamarind Avenue between 25th Street and 26th Street (NCX4, new crossing), Division Avenue between 27th Street and 25th Street (NCX5, new crossing), and Rosemary Avenue between 27th Street and 25th Street (modification of existing crossing 628112M). It should also be noted that the Windsor Avenue crossing (NCX1) is a private crossing. At this location Windsor Avenue is a gated service road between 23rd Street and 25th Street.

- Systems Upgrades: implementation of Positive Train Control (PTC) in coordination with FEC and CXST over the new connection and the addition of new signals to the point of connections along the FEC and SFRC.
- Right-of-Way Acquisition: a total of 1.96 acres on 15 parcels will be permanently acquired with four existing businesses requiring relocation.

Project Tasks

All the following tasks and sub-tasks are to be applied to all three phases unless otherwise noted.

Task 1: Development of Detailed Work Plan and Project Management Plan

The Grantee will complete and submit the following requirements to FRA:

Task 1a: Detailed Work Plan

The Grantee will prepare or cause to be prepared a Detailed Work Plan. The objective of a Detailed Work Plan is to provide details on tasks and subtasks identified in the Statement of Work. Specifically the Detailed Work Plan describes, in detail, the steps to be taken to implement the Project and provides an updated budget, and schedule to match the scope of work to be completed. After the construction bid is awarded, the Grantee will submit to FRA an updated Detailed Work Plan budget and schedule. The Detailed Work Plan shall include the following information:

- Overview
 - The location of the Project or study area, including geographical and physical boundaries (i.e. mileposts, names of municipalities, etc.), include a map of the Project area keeping the scale of the map appropriate for the nature of the Project.
- Environmental Determination
 - Identify the appropriate National Environmental Policy Act (NEPA) document (i.e., Categorical Exclusion, Environmental Assessment, etc.) covering the scope of this Project and the date FRA issues NEPA clearance.
- Description of Work
 - Any public or agency comments about the Project, including issues or concerns and the public outreach or involvement conducted and planned for the Project.
 - Describe in detail the activities to complete tasks for the Project, identify key milestones or other checkpoints to be used to monitor progress.
 - Identify work products and deliverables for the grant and the roles and responsibilities of partners/stakeholders in executing, reviewing and approving them.
 - Summarize design criteria that will be used by the Project team and how they relate to realizing the Project outcomes (i.e. service outcomes, design speed, track work, etc.).
 - Identify agreements and permits required for implementation.
- Schedule

- Detailed schedule to include timeframes for completing major processes, reaching milestones, and finalizing work products/deliverables within each task.
- Budget
 - Align budget line items to FRA's Standard Cost Categories.

Task 1b: Project Management Plan

The Grantee shall develop, or cause to be developed, a Project Management Plan (PMP). A PMP is the Grantee's overarching Project implementation plan that spans the entire period of the Project. It should describe a Grantee's approved policies, practices, and procedures related to the management, design, and construction for each of the Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grants. A PMP should include the following sections:

- A description of the scope of work for the Project;
- Adequate staff organization with well-defined reporting relationships, statements of functional responsibilities, job descriptions, and job qualifications;
- Organizational structures, management skills, and staffing levels required throughout the Project;
- A document control procedure and recordkeeping system;
- Procedures for monitoring and controlling project costs, schedule, and scope to ensure they don't exceed or deviate from the requirements;
- Risk management plan identifying potential risks and methods to manage those risks as well as describing procedures for monitoring, identifying and managing future risks as they arise;
- A change order procedure that includes a documented, systematic approach to handling Project scope, budget and scheduling changes;
- Quality control and quality assurance functions, programs and responsibilities for the Project;
- A documented system health and safety plan for the entire Project lifecycle;
- If applicable, description of required safety certifications and processes;
- Identification of required stakeholder agreements, right of way agreements, and other critical third party agreements and the process for obtaining those agreements;
- Required government actions or approvals;
- Material testing policies and procedures, if applicable to the Project;
- Internal plan implementation, communications and reporting requirements;
- Criteria and procedures to be used for testing the operational system or its major components

Task 1 Deliverables: Detailed Work Plan; Project Management Plan

Task 2: Preliminary Engineering

The Grantee will prepare, or cause to be prepared, Preliminary Engineering (PE), which will include analysis and design work, the collection of more detailed information by conducting field investigations, other technical studies, and production of engineering plans. This work builds upon and refines and analyses the information produced during the Planning phase, to produce construction plans, specifications and cost estimates to 30% complete. The Preliminary Engineering Plans shall document the following proposed design elements:

- Track infrastructure

- Grade crossing improvements and related roadway/drainage plans
- Signaling and communications equipment
- Utility adjustments and/or relocations
- Right-of-Way plans (Phase 2 only)

The following sub-tasks will support development of the 30% Preliminary Engineering Plans:

Sub-Tasks:

- Preliminary Design Data Collection (Survey, Geotechnical Testing and Phase 2 Contamination Testing)
- Develop Design and Construction Criteria
- Design Analysis (Railroad Assessment, Roadway Assessment, Drainage Assessment, Preliminary Geotechnical Assessment, Traffic Analysis, Utility Assessment)
- Draft Preliminary Plans Development (30% Design) including specifications
- Updated construction cost estimates
- Public Involvement during design phase (as appropriate)
- Value Engineering
- Establish Right-of-Way Requirements/Right-of-Way Mapping (Only for Phase 2).
- Final Preliminary Plans Development (30% Design)
- Right-of-Way Acquisition (Only for Phase 2)
- Right-of-Way Clear Considerations for Request for Proposal (RFP) Development (optional pending procurement for Final Design of Phase 2)
- Prepare RFP for Design-Build for Phases 1A and 1B (for subsequent design and construction) – optional pending any final design and construction services (landscaping, etc.) not included in the Joint Rail Project Agreement (JRPA) governing construction (see Task 5 for more detail)

The Grantee will complete, or cause to be completed, and submit Draft and Final 30% Preliminary Engineering Plans as deliverables to FRA for approval to document the Preliminary Engineering activities. The Preliminary Engineering Plans will be developed through a coordinated work effort with the project partners and must be approved by FRA prior to the start of construction (or Task 3 (Final Design for Phase 2)). The 30% Design package shall include the following elements:

- Project Maps - scale maps or scale aerial photography of existing conditions at a scale of one inch = 100 to 500 feet depending on complexity of location. In some cases, where the project is primarily oriented towards track rehabilitation, a sufficiently annotated set of track charts may be sufficient for adequately defining the work limits for these project elements instead of scaled drawings. For supplementary alterations, the track charts may require additional details including scaled drawings of minor reconfigurations and enhancements.
- Design Plan Sheets - design plan drawings overlaid on maps/photography showing existing right-of-way limits along with railroad ownership; proposed track changes including removals and installations; track centers, track speeds, turnout sizes curve and spiral data; vertical profiles and grades of existing and proposed construction; typical cross sections to scale showing the proposed work to existing conditions for each change in track configuration and at other locations requiring retaining walls or right-of-way acquisitions; public and private at-grade crossings; and public transit services and facilities.
- Signal Design Plans/Specifications - For complex or dense track configurations, drawings of existing and proposed signal design; and the drawings will include route and aspect charts, preliminary block design, and signal equipment locations.

- Design submittals should include a title sheet identified with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations.
- The Grantee will obtain signature approval of the preliminary engineering cover sheet by all stakeholders impacted by the proposed track configuration and signal plan.

Task 2 Deliverable: 30% Preliminary Engineering Design Plans for all phases

Task 3: Final Design

Phases 1A and 1B (Not applicable)

After the completion of Task 2 (Preliminary Engineering), Phases 1A and 1B will be constructed as Design-Build projects. Therefore, advanced engineering activities beyond 30% Preliminary Engineering Plans will not be conducted for Phase 1A or 1B prior to procuring Design-Build Services. Refer to Task 4 (Procurement) for additional details.

Phase 2 Only

Pending FRA approval of the Preliminary Engineering activities included in Task 2, the Grantee will be able to enter into the Final Design stage for Phase 2 of the Project in which the Preliminary Engineering Design deliverables will be updated, as necessary, and submitted to FRA for acceptance. During Final Design, the Grantee will conduct additional engineering activities to advance the Preliminary Engineering documents to 100% plans (construction bid packages) of Plans, Specifications and Estimates to allow for construction of the project. The Grantee will perform Final Design (100% design) for Phase 2 of the Project in accordance with the Preliminary Engineering documents developed under Task 2.

Final Design documents will be approved and signed by all stakeholders. Also, Final Design documents will include sufficient documentation for a contractor to bid and complete the work. The 100% Final Design production package will include 100% Design Plans, Specifications and a Construction Estimate. FRA will provide written acceptance of the Final Design deliverables and authorization to proceed to Task 4 (Procurement).

Task 3 Deliverable: 100% Preliminary Engineering Design Plans (Phase 2 only) – Plans, Specifications and Estimate

Task 4: Procurement

Florida law requires state agencies using certain professional consultants to acquire the services of those consultants by competitive negotiation. The process mandated by statute (Florida Statutes 287.055), administrative rule (Rule 14-75), and departmental operating procedures requires a competitive selection of the consultants based on qualifications, followed by a negotiation process to establish a fee for the desired services. FDOT's process for procuring and administering the design and construction of a project(s) within one contract is summarized in FDOT Procedure 625-020-010-k (Design-Build Procurement and Administration) and is included as an attachment to this document. All contractors performing construction services will be required to comply with FDOT's procurement procedures. As Grantee, FDOT will ensure all procurement processes comply with FDOT procedures.

The contractor has an obligation to finish the remaining design work, complete construction work as written in Design-Build contract documents (e.g. design drawings, specifications), and follow the FDOT

procurement procedures and other departmental procedures referenced in the RFP in order to receive payment.

Phases 1A and 1B (Design-Build) - optional procurement activities

Construction of the Phase 1A and 1B improvements are anticipated to be completed by Force Account under contract with FEC and SFRTA. FDOT may conduct procurement activities for Design-Build final design and construction services (i.e. landscaping, etc.) depending on the final terms of agreements with FEC and SFRTA. The Project Management Plan and Detailed Work Plan will include detailed descriptions of project development activities to be conducted by each project partner.

A Joint Rail Project Agreement (JRPA) has also been initiated between FDOT, FEC and SFRTA to allow for the funding of Design-Build final design and construction activities on FEC, SFRTA and FDOT right-of-way. This JRPA outlines the parameters by which, upon securing TIGER funding, FDOT as Grantee will provide management oversight for the infrastructure improvements and ensure funding distribution for construction activities. Terms included in this agreement are: those items that the FEC or SFRTA must accomplish; project cost; FDOT departmental participation; retainage; project budget and payment provisions; the required accounting records; and requisitions and payments.

This JRPA will stipulate that neither SFRTA nor FEC shall execute any contract or obligate itself in any manner requiring the disbursement of FDOT joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the Project without the written approval of FDOT. The JRPA shall require all parties to comply with provisions of Chapter 287, Florida Statutes (the Consultants' Competitive Negotiation Act).

Phase 2 only (Design-Bid-Build)

For Phase 2, FDOT will conduct procurement activities for the selection of a contractor to construct the Phase 2 improvements following the completion of Task 3 (Final Design). FDOT procures construction services such as roadway, rail and bridge construction. These services are acquired in accordance with Section 337.11 Florida Statutes. Construction advertisement and qualification information can be found on the Office of Contracts Administration Home Page. Prospective bidders shall be prequalified according to the requirements of FDOT Rule Chapter 14-22.

Task 4 Deliverable(s): JRPA for Phases 1A and 1B, Construction Bid Package for Phase 2

Task 5: Construction

Construction shall begin on the date established in the owner-contractor agreement or set out in the notice-to-proceed. From this point forward, Project meetings are normally conducted at the construction site, and many new team members participate. Each meeting agenda includes the status of construction phase activities, and the contractor and primary subcontractors report on the progress of construction in their areas. Requests for information, Project change documents, submittals, and payment applications are among the items that need to be monitored and tracked. The FDOT-PM primary goal is to protect the owner's interest at all times and get the progress report and quality of the work from the construction CEI while keeping the submittal review flowing and maintaining control of the contract documents. The final contract documents will be specified in the RFP or construction bid package as required by FDOT from the Design-Build Firm or Contractor upon completion of the project include: as-built final plans, computer files containing the as-built design plans, engineering reports, shop drawings, test results,

documentation, daily reports, quantities list, warranties for equipment installed on the project, and certificate of occupancy, etc.

The following sub-tasks are included in the Construction Phase. The sub-tasks are applicable to the Project (all phases) unless specified.

Sub-Tasks:

- Pre-Construction Meeting
- Kick-Off Meeting
- Plans Review 90% and 100% (applicable to Phases 1A and 1B only)
- Plans Released for construction (applicable to Phases 1A and 1B only)
- Construction Progress Meetings
- Request for Information
- Construction Revisions
- Complete construction
- Final Acceptance of construction

Anticipated construction activities for each project are defined below.

Phase 1A (Design-Build)

Sitework and Temporary Maintenance of Traffic— FDOT will provide management oversight and enter into a contract with FEC and SFRTA who will complete Design-Build activities through force account agreements as described in Task 4. Through this contract, FDOT will accomplish the following sitework as pre-construction activities.

- Clearing/demolition of any former track
- Utility relocations (as applicable)
- Temporary grade crossing closures (as applicable)
- Drainage pipe modifications (as applicable)

Construction - FDOT will accomplish the necessary construction activities to complete the description of work described in Tasks 2 and 3 (Preliminary Engineering and Final Design) through the Design-Build Team.

- Preparation of trackbed
- Construction of trackbed and track infrastructure
- Installation of grade crossing panels

Communication and Signaling - The following communication and signaling work will be performed by the Design-Build Team involving FEC and CSXT coordination and FDOT management oversight:

- Installation of signals for the new turnouts
- Integration of the new signals and turnouts into the dispatching system
- Upgrades and/or modifications to existing grade crossing protection systems

Final Site Development – Through the Design-Build Team, FDOT will accomplish final site development activities including landscaping and signage.

Phase 1B (Design-Build)

Sitework and Temporary Maintenance of Traffic— FDOT will provide management oversight and enter into a contract with FEC and SFRTA who will complete Design-Build activities through force account

agreements as described in Task 4. Through this contract, FDOT will accomplish the following sitework as pre-construction activities.

- Clearing/demolition along proposed alignment
- Utility relocations (as applicable)
- Temporary grade crossing closures (as applicable)
- Drainage pipe modifications (as applicable)

Construction - FDOT will accomplish the necessary construction activities to complete the description of work described in the Detailed Work Plan) through the Design-Build Team.

- Preparation of trackbed along proposed alignment
- Construction of trackbed and track infrastructure
- Installation of grade crossing panels

Communication and Signaling - The following communication and signaling work will be performed by the Design-Build Team involving FEC and CSXT coordination and FDOT management oversight:

- Installation of signals for the new turnouts and crossovers
- Integration of the new signals and turnouts into the dispatching system
- Upgrades and/or modifications to existing grade crossing protection systems

Final Site Development – Through the Design-Build Team, FDOT will accomplish final site development activities including landscaping and signage.

Phase 2 (Design-Bid-Build)

Sitework and Temporary Maintenance of Traffic– FDOT will provide management oversight and enter into a contract with the awarded contractor. Through this contract, FDOT will accomplish the following sitework as pre-construction activities.

- Clearing/demolition along proposed alignment
- Utility relocations (as applicable)
- Temporary grade crossing closures (as applicable)
- Drainage pipe modifications (as applicable)

Construction - FDOT will accomplish the necessary construction activities to complete the description of work described in the Detailed Work Plan through the awarded contractor.

- Preparation of trackbed along proposed alignment
- Construction of trackbed and track infrastructure
- Installation of grade crossing panels

Communication and Signaling - The following communication and signaling work will be performed by the Design Team involving FEC and CSXT coordination and FDOT management oversight:

- Installation of signals for the new turnouts and crossovers
- Integration of the new signals and turnouts into the dispatching system
- Upgrades and/or modifications to existing grade crossing protection systems

Final Site Development – Through the awarded contractor, FDOT will accomplish final site development activities including landscaping and signage.

Task 5 Deliverable: Draft Project Completion Report

5.0 PROJECT PERIOD OF PERFORMANCE

The period of performance for the Project shall be 55 months, beginning June 2014 and ending in August 2018. Task activities will be completed by July 2018, and agreement closeout and audit activities will be completed by the Grantee and FRA in August 2018. An updated detailed project schedule will be submitted to FRA once a Design-Build contractor has been selected for the Project, who in turn will develop a sequencing plan for all the work elements. The detailed project schedule must be approved by FRA, and modifications to the schedule must be approved in writing by FRA before being implemented.

6.0 PROJECT BUDGET

The total estimated cost of the Project is \$47,255,000 for which the TIGER 2013 grant will contribute up to 29.09745% of the total cost, but no more than \$13,750,000. The Grantee agrees to carry out the project in accordance with the approved scope and budget or as modified by written agreement by the Grantee and FRA. Any additional expense required beyond that provided in the approved budget to complete the project shall be borne by the Grantee.

A project budget is included in Attachment 3 of this agreement. These costs will be reviewed and may be adjusted once contracts have been awarded, and updated estimates have been provided to the FRA. FRA must approve in writing any modifications to the budget before they may take effect.

7.0 DELIVERABLES

The following table lists the deliverables and due dates required from the Grantee as part of this agreement

Task	Task Name/Deliverable	Due Date
Task 1	Detailed Work Plan & Project Management Plan	
Task 1a	Detailed Work Plan	Within 30 days of Agreement date.
Task 1b	Project Management Plan	Within 30 days of Agreement date.
Task 2	Preliminary Engineering	
	Preliminary Engineering Design Set (for all phases)	August 2014
Task 3	Final Design	
Task 3	Final Design for Phase 2	November 2017
Task 4	Procurement	
	Procurement Report	December 2017
	Updated Detailed Work Plan	December 2017
Task 5	Construction	
	Draft Project Completion Report*	July 2018

*Final Project Completion Report will be submitted with project close-out documentation. FRA will review and comment on the draft prior submission of the final.

8.0 ENVIRONMENTAL DETERMINATION

FRA issued a *[fill in appropriate document: i.e., Categorical Exclusion, Environmental Assessment FONSI]* covering the scope of this Project on *[fill in date approved]*

9.0 PROJECT COORDINATION

The Grantee shall perform all tasks required for the Project through a coordinated process; including as appropriate all railroad owners, operators, and funding partners within the Project area. Under the cooperative agreement, FRA will participate in the Project, as described in this statement of work.

Project partners include: Florida Department of Transportation, Florida East Coast Railway, CSX Transportation, and South Florida Regional Transportation Authority.

10.0 PROJECT MANAGEMENT

Three of the Project partners have been coordinating on a structured basis for several years, as part of the Project Steering Committee for the Tri-Rail Coastal Link Study (formerly known as the South Florida East Coast Corridor (SFECC) Transit Analysis Study). Coordination and outreach efforts have been underway since 2005 and have included numerous meetings and a series of workshops.

Work Breakdown Structure / Project Phases

As described above, the Grantee has divided the Projects into three (3) separate and independent Design-Build sub-projects, each with independent utility::

PHASE	FPID No.	PROJECT NAME	GENERAL LOCATION
1A	434948-1	Northwood Rehabilitation	Northwood, West Palm Beach, Florida between SFRC and FEC Railway
1B	433514-1	IRIS NE Connection	Hialeah/unincorporated Miami-Dade County; at IRIS junction of SFRC and Little River FEC Connection
2	434948-2	New Northwood Connection	Northwood, West Palm Beach, Florida between SFRC and FEC Railway; approximately 500 feet to the south of the existing Northwood Connection

As mutually agreed, FDOT District 4 is taking the lead for all phases of the Project, including the IRIS Connection (Phase 1B) that is located within the FDOT District 6 territory. Funding and oversight authority for the proposed improvements will be provided primarily by FDOT District 4 and FRA. Other funding will be provided by the other three partners (CSXT, FEC and SFRTA). Additional agreements may be established between the relevant partners regarding fund disbursement, as well as construction, maintenance and operations of the constructed assets. Any agreements that assign operations or maintenance responsibilities to any party other than the Grantee will require FRA approval prior to construction.

Management of Agreements

The management of the agreements will be the responsibility of all agreement parties, unless specified otherwise within the agreements. The Grantee will be responsible for the management of the agreements on behalf of all funding partners. All agreements will be enforced through subsequent phases of the Project where applicable and specific management responsibilities will be addressed at the Hand off Meetings between the various Project phases.

Project Organizational Structure, Roles, Responsibilities, and Staffing

Management Team

Request for Proposal RFP Stage

- FDOT Project Advisor (District 4)
- FDOT Project Manager (District 4)
- FDOT Project Coordinator (District 6)
- Consultant Project Manager
- Consultant Design Project Manager

Design/Construction Stage

- FDOT Project Advisor (District 4)
- FDOT Project Manager (District 4)
- FDOT Project Coordinator (District 6 Project Liaison)
- Consultant Project Manager
- Consultant Design Project Manager
- FDOT Construction Manager
- CEI Consultant (CCEI) Senior Project Engineers
- CEI FDOT Consultant Project Engineers

Management Team Roles and Responsibilities

The Management Team will oversee all administrative and technical activities associated with the public involvement, agency coordination/agreements and partnering, as well as the design, ROW utility relocation, and construction of each project. The roles and responsibilities of the key management team members are described below.

Design

Project Advisor (PA)-(District 4)

The Project Advisor will function as the FDOT Senior Project Manager and FRA point of contact through the completion of the design phases of the Project segments. The PA will provide direct oversight of the FDOT Project Manager, and will provide administrative and technical management of the contract. During the design phases, the PA will be the decision making authority on the Management Team, will be the liaison to the Engineer of Record, and will be the lead FDOT representative for all external communication, partnering, coordination and agreements.

Project Manager (PM)-(District 4)

The Project Manager will be responsible for development of the Project scope and work plan for all the Project phases. They will provide the day-to-day administrative and technical management of the Design-Build Team (DBT) contracts, and will be responsible for assuring the construction documents are completed on time, within budget, and in accordance with FDOT policies and procedures. They will also be responsible for the internal and external coordination and progress reporting for the Project; invoicing and payment review and documentation; coordination of all design submittal reviews; coordination and

resolution of technical issues; and the coordination, negotiation and execution of any required contract agreements and amendments.

Consultant Project Manager (CPM)

Functioning as an extension of FDOT staff, the CPM will be responsible for the following:

- Railroad Maintenance and Operation Agreements Coordination
- Coordination with all Technical Teams involved in the project Development.
- Conceptual Permit Packages and Concept Drainage Report
- Utility Base Map and Identification of Potential Utility Conflicts
- Master Signing and Signalization Plans
- Maintenance of Traffic (MOT) Plans.
- Project Advertisement and Request for Proposal (RFP) documents
- Assistance to FDOT in the review of proposer Letters of Interest and Technical Proposals
- Assistance to FDOT in the preparation and updates to the PMP
- Public involvement support

Consultant Design Project Manager (CDPM)

Functioning as an extension of FDOT and the CPM will be responsible for the following:

- Development of corridor concept design (Horizontal and Vertical Geometrics)
- Assistance to FDOT in Design Management Oversight, including technical issues resolution and plans reviews
- Maintenance of the File Transfer Process
- Public involvement support

Construction

Construction Project Manager-(District 4)

The Construction Manager will function as the FDOT Project Manager and FRA point of contact for the construction phases of the Project. The Construction Manager will be responsible for direct supervision of the CEI Consultant (CCEI) Senior Project Engineers, and will provide the administrative management of the CCEI contracts, with emphasis on quality, performance, and adherence to cost and schedule requirements. During the construction phases, the Construction Manager will be the decision making authority on the Construction Management Team (CMT), will be the lead FDOT representative for all external communication, partnering, coordination and agreements.

CEI Consultant Senior Project Engineers (CCEIs)

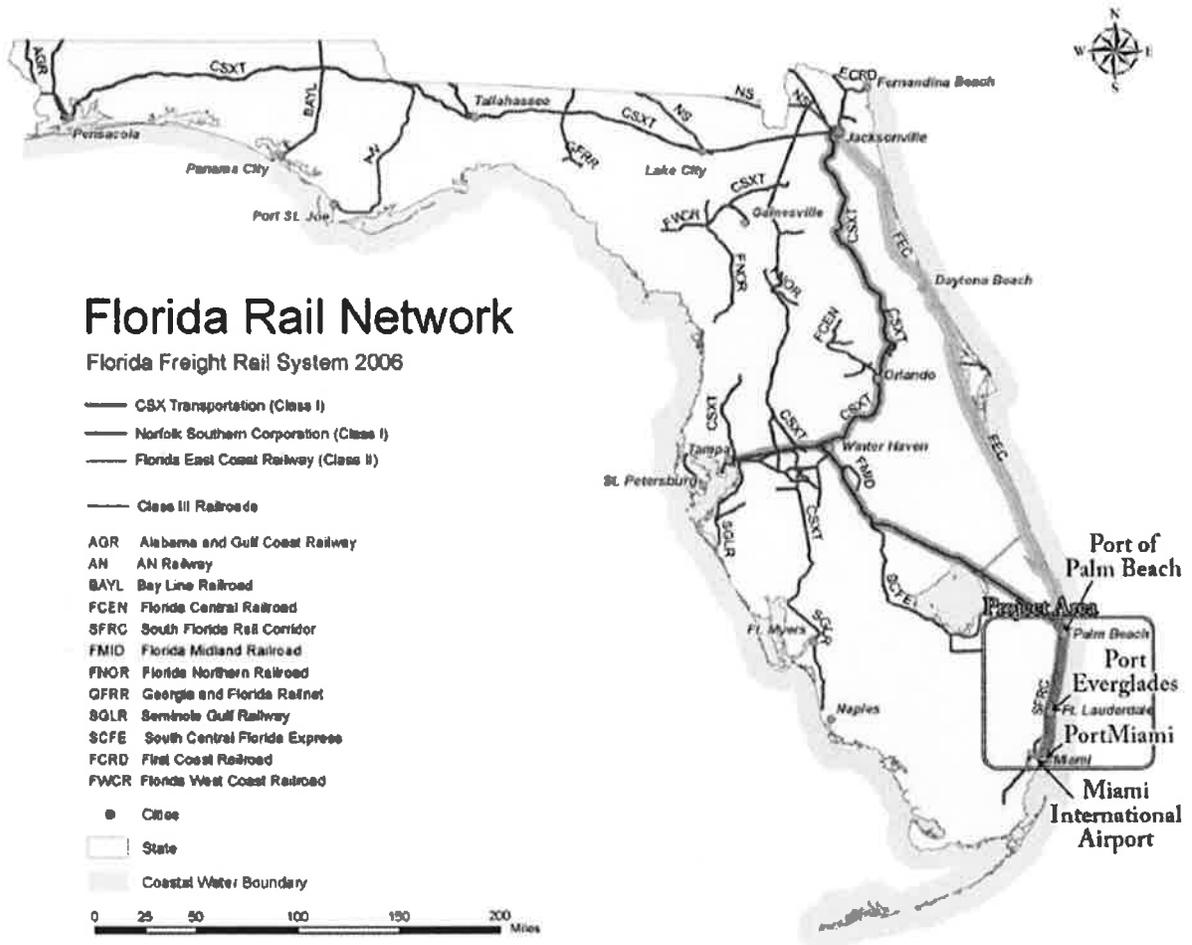
FDOT will procure CCEI firms to manage and administer the construction contracts for the Project phases. Each CEI firm shall have a project manager to function as the Senior Project Engineer for FDOT for the construction contract administration and oversight of the segment construction contracts assigned to their respective firms. The Senior Project Engineers will also provide the administrative and technical management of their respective CEI contracts, and will be responsible for the internal and external coordination and progress reporting for the Project, including coordination with the FDOT Project Managers and Engineer of Record for timely shop drawing reviews and Request for Information (RFI) response. The Senior Project Engineers will also be responsible for validating the SDBT's: Equal Employment Opportunity (EEO), Disadvantaged Business Enterprise (DBE) and On the Job Training (OJT) compliance for the Project; claims negotiation and processing of any supplemental agreements; and resolution of outstanding contractual issues and other areas as deemed necessary by the Construction Manager.

CEI Project Engineers (FDOT and CCEIs)

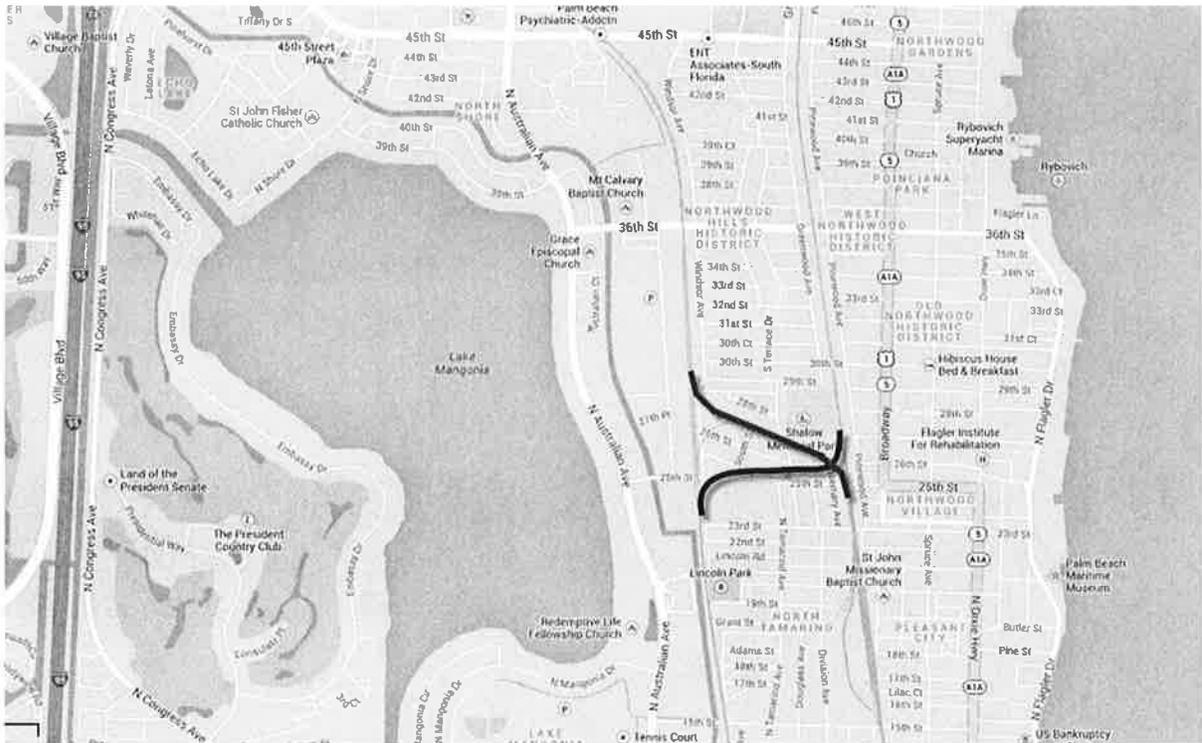
It is anticipated that FDOT and CCEI staff will serve as Project Engineers for the day-to-day administration of the construction contracts for the individual Project segments. The Project Engineers will be responsible for a Daily Report of Construction and for ensuring the segment contracts are constructed on time, within budget, with the specified quality, and in reasonable conformance with the contract documents. They will also be responsible for ensuring the SDBT's compliance with environmental permits and commitments, invoicing and payment documentation, coordination of construction-related conflict issues and claims requests, and validation of the SDBT's compliance with the sampling and testing requirements of the SDBT's Quality Control (QC) Plan.

A Project Management Chart has been provided as an attachment to this document.

Attachment A: Regional Location Map



Attachment B: Project Location Map (Northwood Connections: Phase 1A and Phase 2)



Attachment C: Project Location Map (IRIS Connection: Phase 1B)

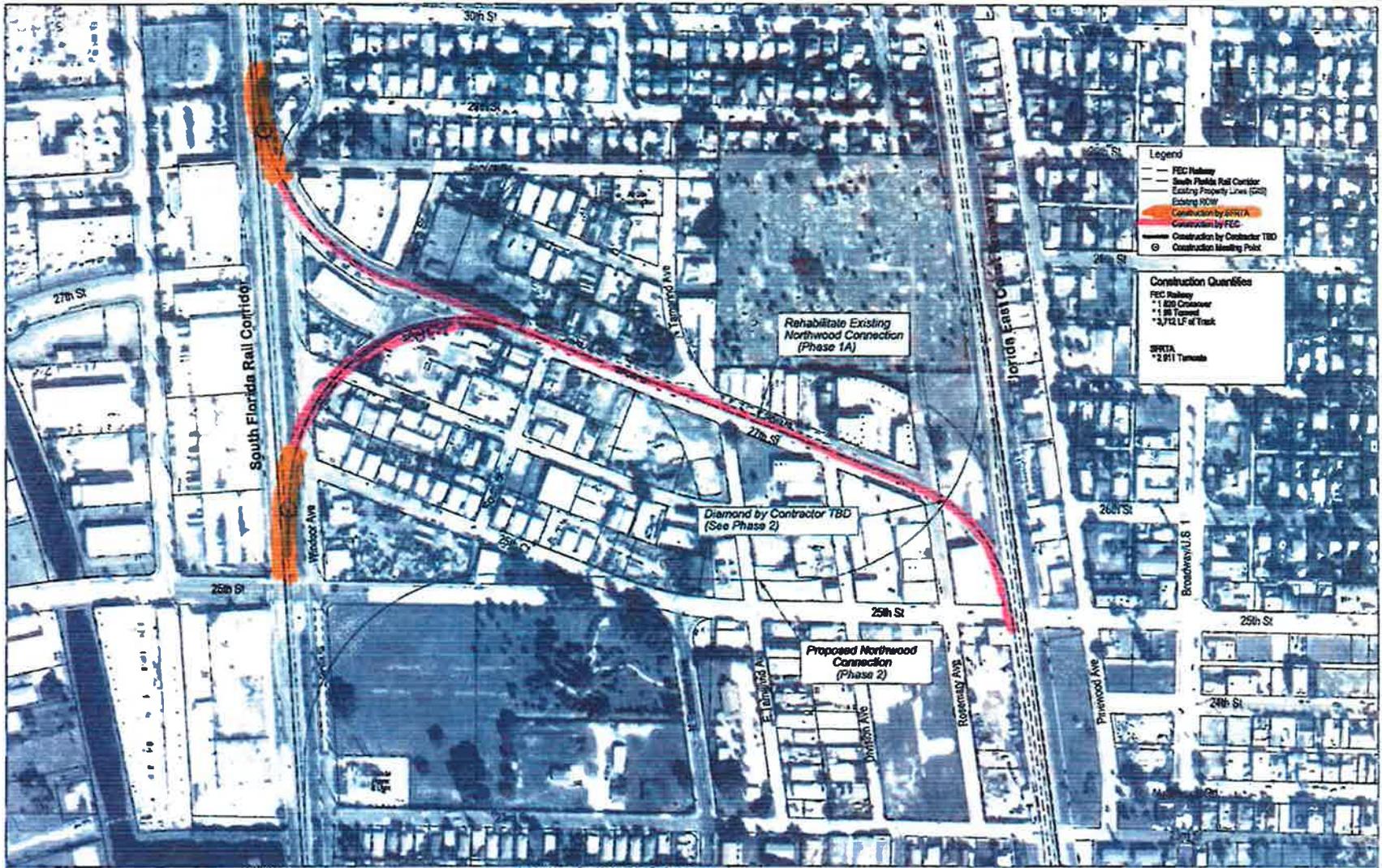


Attachment D: (Cost Summary)

TIGER 2013 PROJECT: FL - South Florida Freight & Passenger Rail Enhancement Cost Estimate			
SCC Category	Work Scope Items	Cost Estimate	Approx. Percentage of Total Project Cost
10	Track and Track Structures	\$ 4,242,000	9.0%
40	Site work and Special Conditions	\$ 2,670,000	5.7%
50	Systems	\$ 13,780,000	29.2%
60	ROW, Land, Improvements	\$ 12,142,000	25.7%
80	Professional Services	\$ 7,799,000	16.5%
90	Unallocated Contingency	\$ 6,208,000	13.1%
100	Financial Charges	\$ 414,000	0.9%
Total Project Cost Estimate		\$ 47,255,000	

Attachment E: (Funding Sources)

Funding Source	Funding Amount
TIGER 2013 Grant	\$13,750,000
FDOT	\$29,005,000
FEC	\$1,000,000
CSXT	\$1,000,000
SFRTA	\$2,500,000
Project Total	\$47,255,000



REVISIONS		DESCRIPTION	DATE
NO.	DESCRIPTION		

Engineer of Record: ERIN E. TRAHAN, P.E. P.E. License No. 75177 CH2M HILL, INC. 325 E. ROBINSON STREET SUITE 505 ORLANDO, FL 32601-4322 CERT. OF AUTHORIZATION NO 000072			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			NORTHWOOD PHASE 1A CONSTRUCTION RESPONSIBILITY		SHEET NO.
ROAD NO.	COUNTY	FINANCIAL PROJECT ID						
NP000	PALM BEACH	434948-2-52-01						

Exhibit 2
Phase 1A

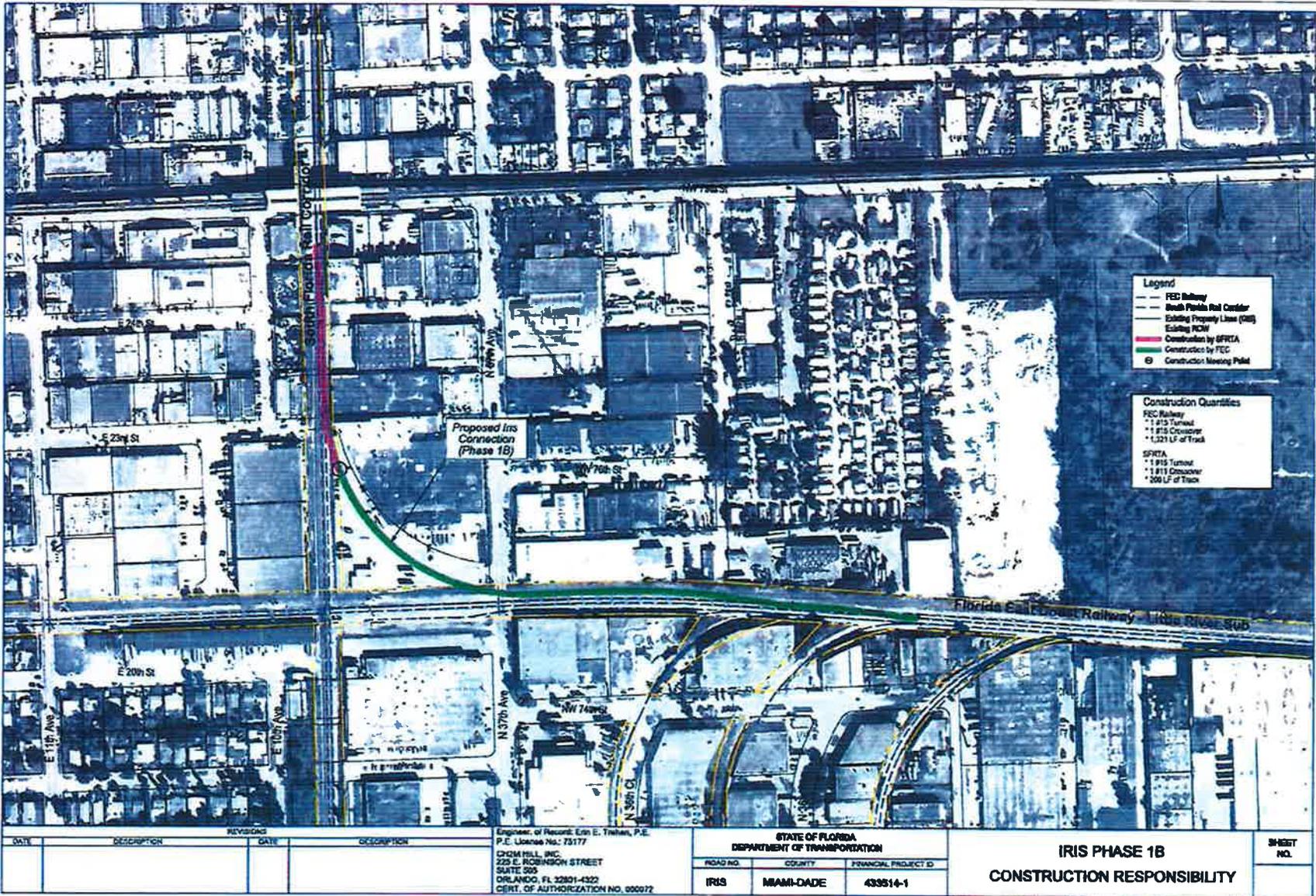


Exhibit 3
Phase 1B

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

Engineer of Record: Erin E. Trehan, P.E. P.E. License No.: 73177 CH2M HILL, INC. 225 E. ROBINSON STREET SUITE 505 ORLANDO, FL 32801-4322 CERT. OF AUTHORIZATION NO. 000072			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	IRIS PHASE 1B CONSTRUCTION RESPONSIBILITY	SHEET NO.
ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
IRIS	MIAMI-DADE	435514-1			



- Legend**
- FEC Right-of-Way
 - South Florida Rail Corridor
 - Existing Property Lines (GIS)
 - Existing ROW
 - Construction by SFRTA
 - Construction by FEC
 - Construction by Contractor TBD
 - ⊙ Construction Meeting Point

- Construction Quantities**
- FEC Right-of-Way**
- 1,000 Turnout
 - 60 LF of Track
- SFRTA**
- 1,018 Turnout
 - 222 LF of Track
- Contractor TBD**
- 1 Diamond Crossing
 - 2,000 LF of Track

Exhibit 4
Phase 2

REVISIONS		DESCRIPTION	ENGINEER OF RECORD: ERIN E. TRIMM, P.E. P.E. License No. 75177 CH2M HILL, INC. 215 E. ROBINSON STREET SUITE 304 ORLANDO, FL 32801-4322 CERT. OF AUTHORIZATION NO. 000072	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			NORTHWOOD PHASE 2 CONSTRUCTION RESPONSIBILITY	SHEET NO.
DATE	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
			NW000	PALM BEACH	434848-2-32-01			

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
 PUBLIC TRANSPORTATION
 OGC - 12/14
 Page 1 of 13

Financial Project Number(s): (item-segment-phase-sequence) 43494819402	Fund: TIGR Function: 683 Federal Number: _____ DUNS Number: 80-939-7102 Agency DUNS Number: 78-658-3609	FLAIR Category.: 088808 Object Code: 750021 Org. Code: 55042010429 Vendor No.: VF650002789003 CSFA Number: 55021 CSFA Title: Rail Development Grants
Contract Number: _____ CFDA Number: 20.314 CFDA Title: Railroad Development		

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100, Pompano, FL, 33064
 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 06/30/2018 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 341

Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide funding for design and construction of the South Florida Freight & Passenger Rail Enhancement Project Phase 1A SFRTA portion.

and as further described in Exhibit(s) A,B,C,D,E attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ \$ 1,984,393 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ \$1,182,786*(\$984,393+\$ 198,393) as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

* See Exhibit B

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Participant is unsatisfactory, the Department shall notify the Participant of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Participant shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Participant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Participant shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Participant resolves the deficiency. If the deficiency is subsequently resolved, the Participant may bill the Department for the retained amount during the next billing period. If the Participant is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.50 Audits: The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Part I Federally Funded:

1. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

2. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit A,B,C,D,E to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
- b. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.

- c. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
- d. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- e. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
- f. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- g. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

Part II State Funded:

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.
2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - a. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit A,B,C,D,E to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - b. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - c. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
 - d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111W Madison Street, Room 401
Tallahassee, FL 32399-1450

- e. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- f. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- g. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- h. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

6.60 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 4 _____ Public Transportation Office 3400 West Commercial Blvd _____, FL, 33309 _____ its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's **Travel Form No. 300-000-01**. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.

- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy:

10.31 DBE Policy: 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 recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. 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. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency 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 the Agency, 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 5 percent of the total assets or capital stock of any business entity.

The Agency 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 the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

~~**12.90 Contractual Indemnity:** To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.~~

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 06/30/2018. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any 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.

If any funds other than federal appropriated funds have been paid by the Agency to any person 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 this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

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

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

South Florida Regional Transportation Authority
AGENCY NAME

DEPARTMENT OF TRANSPORTATION

SIGNATORY (PRINTED OR TYPED)

TITLE Director of Development

SIGNATURE

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding Approval by Comptroller

TITLE

FINANCIAL PROJECT NO.: 43494819402

CONTRACT NO.: _

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority (SFRTA), hereinafter called the "Agency" 800 NW 33rd Street, Suite 100, Pompano, FL, 33064, dated _____ referenced by the above Financial Project Number.

PROJECT LOCATION:

Palm Beach County

PROJECT DESCRIPTION:

The South Florida Freight & Passenger Rail Enhancement Project (Project) aims to address both short-term and long-term transportation needs in the region. In the short term, the proposed connections between the Florida East Coast Railway (FEC) and South Florida Rail Corridor (SFRC) corridors will allow for essential connectivity and flexibility for freight movement in the region. Maintaining intermodal connectivity and satisfactory freight operations on both the FEC and SFRC is essential to serving the movement of goods and people efficiently in the region. Existing freight service provides an efficient and highly economical mode of transportation to support the transfer of intermodal freight between major industries and major Strategic Intermodal System (SIS) transportation hubs including airports, seaports and intermodal yards. Some of the anticipated benefits of the project include:

- Expand freight capacity to accommodate growth of our three South Florida ports: Port Miami, Port Everglades, and Port of Palm Beach.
- Alternate, adjacent routes to redistribute freight rail traffic for a more efficient utilization of our two existing rail corridors.
- Operational flexibility for future passenger rail services.

Phase 1A of the Project will rehabilitate the existing Northwood Connection track and facilitate freight integration between the SFRC and the FEC corridor in Palm Beach County. The existing Northwood Connection is a single-track rail alignment connecting the FEC Railway at approximately mile post 297.71 with the SFRC in the Northwood community north of downtown West Palm Beach at approximately mile post 968.2 (between CP Gator and CP Coral).

Construction of the Phase 1A improvements are anticipated to be completed by Force Account under contracts with FEC and with SFRTA. This contract is to provide funding

for the portion of the project in the SFRC mainline right-of-way hereinafter referred to as Phase 1A SFRTA Portion as shown in attachment A of this exhibit.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Upon receipt of an invoice from the Agency, the Office of Modal Development has ten (10) working days to inspect and approve the goods and services. Working days are defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117 Florida statutes. Liability and insurance shall be governed in accordance with the operating agreement between the parties.

LIABILITY AND INSURANCE:

Liability and Insurance shall be governed in accordance with the Operating Agreement between the parties.

DELIVERABLES

Please submit an invoice for the project every three months. Please include three hard copies of the backup and (three) original invoice summary sheets. Please refer to your JPA, Section 6.0 and 7.0, for correct payment provisions through the Department of Transportation. Supporting documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. All invoices must be accompanied by appropriate back up, and check and/or check numbers that paid the invoice. Please contact your Florida Department of Transportation Project Manager for any additional questions before invoicing.

- Quarterly reports are to be submitted every three months.
- Include a detailed project budget with each invoice that delineates expenses with the project, clearly defines the expenses associated with the project as it relates to the scope.
- Provide up-to-date project plans with the quarterly reports.
- Site visits, field reviews and progress meetings may be required by the state project manager to monitor progress of the project.
- If the project scope changes, the FDOT project manager must be notified in writing.



REVISIONS		DESCRIPTION	Engineer of Record: Erin E. Tranan, P.E. P.E. License No.: 75177 CH2M HILL, INC. 225 E. ROBINSON STREET SUITE 505 ORLANDO, FL 32801-4322 CERT. OF AUTHORIZATION NO. 000072	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			NORTHWOOD PHASE 1A CONSTRUCTION RESPONSIBILITY	SHEET NO.
DATE	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
			NWOOD	PALM BEACH	434948-2-52-01			

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority, dated _____, referenced by the above Financial Project Number.

DEPARTMENT PROJECT COST

Authorized Project Cost -----	\$ 844,647
Standard Contingency-----	\$ 139,746
Unforeseen and Unknown Services Costs-----	\$ 198,393
Department Maximum Project Cost -----	\$ 1,182,786

UNFORESEEN & UNKNOWN SERVICES

These services are unforeseen and unknown and will not be performed unless needed and authorized by the department. Agency shall notify the Department in the event it is determined that additional services are required and provide a written justification to the Department for its review and approval. If these services are determined to be necessary by the Department, a letter of authorization will be provided to the Agency prior to commencement of work. The letter of authorization shall be signed by the Agency accepting the terms.

TOTAL PROJECT COSTS (Next Page)

**South Florida Freight & Passenger Rail Enhancement Project Phase 1A SFRTA Portion
Cost Estimate**

Category	Amount
10 - GUIDEWAY & TRACK ELEMENTS	\$ 433,308
20 - STATIONS, STOPS, TERMINALS, INTERMODAL	
30 - SUPPORT FACILITIES: YARDS, SHOPS, ADMIN BLDGS	
40 - SITEWORK	\$ 31,154
50 - SYSTEMS	\$ 932,998
Sub-total Construction Elements (SCC 10+20+30+40+50)	\$ 1,397,460
60 - ROW, LAND, EXISTING IMPROVEMENTS	
70 - VEHICLES	
40.08 - SPECIAL CONDITIONS	\$ 237,568
80 - PROFESSIONAL SERVICES	\$ 209,619
90 - ALLOCATED CONTINGENCY	\$ 139,746
Sub-total Non-Construction Elements (SCC 60+70+40.08+80+90)	\$ 586,933
Phase 1A SFRTA Portion Total Cost	\$ 1,984,393
Phase 1A SFRTA Portion FDOT Contribution	\$ 984,393
Phase 1A SFRTA Portion Agency Contribution	\$ 1,000,000

Summary of all Phase 1A projects including Phase 1A SFRTA Portion

Force Account Distribution for South Florida Freight & Passenger Rail Enhancement Phase 1A Projects		
Phase 1A SFRTA Portion	\$	1,984,393
Phase 1A FECR Portion	\$	7,422,170
FDOT Phase 1A Force Account Cost	\$	3,250,268
TOTAL Phase 1A PROJECT COST	\$	12,656,831

Total Cost Contributions to South Florida Freight & Passenger Rail Enhancement Project Phase 1A Projects		
SFRTA	\$	2,500,000
CSXT	\$	1,000,000
FEC	\$	1,000,000
FDOT (TIGER & State Funds)	\$	8,156,831
Total Cost	\$	12,656,831

Financial Project No. 434948-1-94-02

Contract No. _____

Agreement Date _____

EXHIBIT "C"
(GENERAL - with Safety Requirements)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and South Florida Regional Transportation Authority

800 NW 33rd Street, Suite 100, Pompano, FL 33064

referenced by the above Financial Project Number.

Reference statutes as applicable.

Mark the required Safety submittal or provisions for this agreement if applicable.

Safety Requirements

 Bus Transit System - In accordance with Florida Statute 341.061, and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

 Fixed Guideway Transportation System - (established) In accordance with Florida Statute 341.061, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety Program Plan, pursuant to Rule Chapter 14-55.

 X Fixed Guideway Transportation System - (new) In accordance with Florida Statute 341.061, the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule Chapter 14-55. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the system is safe for passenger service.

EXHIBIT D

STATE AGENCY: FDOT

CFDA #: 20.314

TITLE: Railroad Development

AMOUNT: \$ 1,182,786 (\$ 984,000 project contribution + \$198,393 unforeseen and unknown services)

AUTHORIZATION: SAFETEA-LU, Public Law 109-59

COMPLIANCE REQUIREMENTS:

Criteria for Selecting Proposals:

The work and cost estimates are reasonable and are within the scope of the appropriation language. For the grants competed, the selection criteria will be specified in the final regulations, and shall include, but shall not be limited to, prioritizing criteria defined in relevant authorizing and appropriations law, and criteria intended to ensure the timely completion of funding projects.

Uses and Use Restrictions:

1. The financial assistance may fund, but is not limited to, rehabilitation or construction of railroads, including planning activities and associated studies. 2. Specific descriptions are based on the language in the authorizing or appropriating legislation and any associated regulations.

Applicant Eligibility:

State governments, Regional and local governments, For-profit organizations, such as railroads.

Beneficiary Eligibility:

State governments, Regional and local governments, For-profit organizations, such as railroads.

Credentials / Documentation:

US Department of Transportation Federal Railroad Administration Assurances and Certification forms <http://www.fra.dot.gov/downloads/admin/assurancesandcertifications.pdf>. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions o Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion-Lower Tier Covered Transactions o Certification Regarding Drug-Free Workplace Requirements o Certification Regarding Lobbying o Assurances-Non-Construction Programs, SF 424E o Certificate of Indirect Costs Assurances - Construction Programs SF-424D.

Pre-application Coordination:

The applicant must submit the following information to the FRA through www.grants.gov:
Application for Federal Assistance SF-424 US Department of Transportation Federal Railroad Administration Assurances and Certification forms

<http://www.fra.dot.gov/downloads/admin/assurancesandcertifications.pdf>: Certification Regarding Debarment, suspension, and other Responsibility Matters Primary Covered Transactions. o Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. Certification Regarding Drug-Free Workplace Requirements. o Certification Regarding Lobbying. o Assurances Non-Construction Programs, SF 424E Certificate of Indirect Costs. Assurances - Construction Programs SF-424D Statement of Work Budget. This program is excluded from coverage under E.O.12372.

Application Procedures:

The applicant must submit the following information to the FRA through www.grants.gov:
Application for Federal Assistance SF-424 US Department of Transportation Federal Railroad Administration Assurances and Certification forms

<http://www.fra.dot.gov/downloads/admin/assurancesandcertifications.pdf>: Certification Regarding Debarment, suspension, and other Responsibility Matters Primary Covered Transactions. o Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. Certification Regarding Drug-Free Workplace Requirements. o Certification Regarding Lobbying. o Assurances Non-Construction Programs, SF 424E Certificate of Indirect Costs. Assurances - Construction Programs SF-424D Statement of Work Budget.

Award Procedures:

Review the application package to ensure that all required documents are complete and signed by the appropriate person. Review the statement of work (SOW) and budget to ensure the appropriation language requirements are met. Review SOW for technical issues and budget for appropriate costs, including compliance with the National Environmental Policy Act and related laws and orders. Competitive comparison o applications to determine relative satisfaction of published selection criteria might occur for some grants. following selection (if applicable) and after the application package is acceptable to both parties, a grant agreement is drafted, reviewed, and signed upon agreement by both parties.

Deadlines:

On a case-by-case basis as posted for a project on www.grants.gov.

Formula and Matching Requirements:

Formula and matching Requirements: These programs have no statutory formula. Some grantees will be required to provide a match from non-program funds toward the grant budget. This program has MOE requirements; see funding agency for further details.

Length and Time Phasing of Assistance:

No restriction on period of time the assistance normally is available. Assistance is usually awarded upon request for reimbursement.

Reports:

The grantee shall submit the following reports: Quarterly progress reports giving an account of significant progress (findings, events, trends, etc.) made during the reporting period, and a description of any technical and/or cost problems encountered or anticipated that will affect completion of the grant. Quarterly financial status reports using SF 269 or 269A, Financial Status Report.. Quarterly Federal Cash Transactions reports using SF 272, Federal Cash Transaction Report. Final report giving details of the results and benefits of the Grantee's improvement efforts.

Audits:

In accordance with the provisions of OMB Circular No. A-133 (Revised, June 24, 1997), "Audits of States, Local Governments, and Non-Profit Organizations," nonfederal entities that receive financial assistance of \$300,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Nonfederal entities that expend less than \$300,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in Circular No. A-133.

Records:

The grantee must keep satisfactory records with regard to the use of the property, equipment, and supplies and submit these records to FRA upon request.

Regulations, Guidelines and Literature:

These two Acts and associated regulations provide the primary guidance for this program: The National Environmental Policy Act of 1969 as amended (42 USC 4321 et seq.), and related laws Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (Public Law 109-59).

Tiger Grant Requirements

a) Buy America Certification

The Grantee shall comply with the Buy America provisions set forth in 49U.S.C. 24405(a) for the Project with respect to the use of steel, iron, and manufactured goods produced in the United States, subject to the conditions therein set forth.

b) Davis- Bacon Act

The Grantee agrees that it will comply with the provisions of the Davis - Bacon Act, 40 U.S.C. 3141, et seq., as is specified in the Act.

Exhibit E

Memorandum of Agreement

South Florida Freight and Passenger Rail Enhancement Project

This Memorandum of Agreement is made as of this ____ day of _____ 2015, among the State of Florida Department of Transportation (“FDOT”), South Florida Regional Transportation Authority (“SFRTA”), CSX Transportation Inc. (“CSXT”) and Florida East Coast Railway (“FECR”), hereinafter collectively referred to as the “Parties” relating to the design and construction of the South Florida Freight and Passenger Rail Enhancement Project (“Project”).

Recitals

Whereas, the FDOT in coordination with the Federal Railroad Administration (FRA) conducted a South Florida Freight and Passenger Rail Enhancement Study to evaluate proposed rail connections between the existing South Florida Rail Corridor (“SFRC”) and the FECR Corridor to provide improved freight connectivity; and

Whereas, based upon the findings of said study the FDOT received a TIGER Grant to design and construct these connections under the South Florida Freight and Passenger Rail Enhancement Project (“Project”) to better link FECR’s and SFRC’s major railroad Corridors to provide improved capacity for freight rail service; and

Whereas, advanced planning is underway by the Parties to potentially link the existing passenger operations on the SFRC with new and rerouted passenger service to operate on the FECR Corridor, which would use these connections to improve passenger rail service in the region; and

Whereas the Project will be implemented in three phases; the first referred to as Phase 1A (FM # 434948-1), to rehabilitate the existing partial SFRC/FECR connection at Northwood (Palm Beach County), the second known as Phase 2 (FM # 434948-2), to design and construct a new single track for the remaining connecting movements at the Northwood Connection and the third, Phase 1B (FM # 433514-1), to design and construct a new single track connection at the existing IRIS crossing (Miami Dade County); and

Whereas, the Parties to this Agreement have agreed to contribute funding and to perform services in furtherance of the Project and this Memorandum of Agreement is intended to provide a general outline of the Parties duties and responsibilities for the completion of the Project;

Whereas the Parties agree that it is in the best interest of the public to promote a cooperative effort for this Project.

NOW THEREFORE, the Parties agree as follows:

- 1. The above recitals are true and correct and are incorporated herein by reference.**
- 2. Right-of-Way: The Project is being constructed in three separate and distinct phases. Two of the phases are located at Northwood in Palm Beach County, however, only Phase 1A has the requisite right-of-way for the construction of the Project. Phase 2 right-of-way efforts are currently underway and it is anticipated that right of way will be available for construction in 2017. Right-of-way for construction of Phase 1B, IRIS in Miami Dade County is also currently available. The Department will be responsible for acquiring all the right of way required for this Project. Once the right of way for phase 2 is acquired it will be maintained by SFRTA on behalf of FDOT.**
- 3. Funding: The current estimate for the Project is \$47.5 million dollars of which the FRA TIGER grant will provide funding of not more than \$13,750,000. CSX-T by separate agreement will contribute \$ 1 million dollars towards the Project. The Parties to this agreement have agreed to contribute funding as follows: SFRTA will contribute \$2.5 million; and FECR will contribute \$1 million, and FDOT will provide the remaining Project funds up to the budgeted amounts as stated in the separate funding agreements.**
- 4. Construction: Phase 1A and 1B will be constructed with a combination of SFRTA and FECR forces. The division of work effort for Phase 1A is as depicted in Exhibit A, entitled Northwood Phase 1A Construction Responsibility. The division of work effort for Phase 1B is as depicted in Exhibit B, entitled Iris Phase 1B Construction Responsibility. Phase 2 will be constructed by FDOT's contractor, SFRTA and FECR. SFRTA and FECR will construct the tie-ins located to their respective Corridors and FDOT will let a contract for the construction of the remaining portions of Phase 2, as depicted in Exhibit C, entitled Northwood Phase 2 Construction Responsibilities. It is anticipated that the Phase 2 Project will require the construction of some additional features such as landscaping, curb, fencing, etc. as well as the relocation of utilities. These additional activities will be FDOT's responsibility.**
- 5. Design: The Department has completed 30% design plans for Phases 1A and 1B of the Project and such plans will be made available to the Parties. It is intended that the designated Party constructing each segment of each Phase will complete their respective plans and will coordinate with one another to ensure a smooth transition between the segments of the Phases. It is understood that Phase 2 will be designed by FDOT and constructed by FDOT, FECR and SFRTA after the right-of-way has been acquired. The Project shall be designed based on the best generally accepted industry standards and all applicable FRA track and signal standards. Should the CSXT standard with respect to grade, degree of curvature, clearances or breaking distances (the "CSXT**

Standards”) be more restrictive than any other standard, then the designated party shall apply the more restrictive CSXT standard.

6. **Flagging:** FECR and SFRTA shall provide flagging on their respective segments, and will provide flagging for FDOT as required.

Schedule: The terms and conditions of the TIGER Grant require that construction of the Project be completed by July 2018. The Parties recognize that time is of the essence with regard to completion of this Project and will commit adequate staff and resources to ensure that the Project is constructed in accordance with the schedule contained within the Statement of Work (“SOW”) attached as Exhibit D which sets forth the conditions and requirements of the TIGER Grant for the Project.

7. **Review:** Plans shall be submitted to all Parties for review at 60% and 100% completion. The Parties agree to provide review and comment of plans within 30 days of receipt. CSXT review will be limited to the engineering plans for the actual connections to the SFRC.
8. **Tiger Grant Conditions:** Per the conditions and requirements in the SOW, the Parties agree to provide the data to support all compliance measures of the Grant in accordance with the schedule established for the reporting periods.
9. The FRA is planning to monitor this project to determine whether the goals set forth in the TIGER grant will be achieved in the future. The Parties will cooperate in providing train movement lists, accident statistics, and other data required by the compliance measures of the grant without undue collection burden to the FRA for a period of six (6) years beginning October 31st 2014.
10. The Parties agree to work cooperatively to achieve the objectives of the Project to facilitate and enhance the movement of freight and passenger service in South Florida.
11. **Other Agreements:** The Parties recognize that this document is simply the first of a number of agreements reflecting the commitment of the Parties to the Project and that additional agreements will be required by and amongst the Parties to provide for the funding, design, and construction, of the Project and to satisfy the requirements of the TIGER Grant. Further, prior to train operations on the Project, agreements will be required by and amongst some or all of the Parties addressing matters including but not limited to access, maintenance, dispatch and Positive Train Control. The Parties agree to work together and execute such agreements as are necessary to successfully complete the Project and comply with the requirements of the TIGER Grant.



REVISIONS		DESCRIPTION		Engineer of Record: Erin E. Tranan, P.E. P.E. License No.: 75177 CH2M HILL, INC. 225 E. ROBINSON STREET SUITE 505 ORLANDO, FL 32801-4322 CERT. OF AUTHORIZATION NO. 000072	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			NORTHWOOD PHASE 1A CONSTRUCTION RESPONSIBILITY	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					NWOOD	PALM BEACH	434948-2-52-01		



REVISIONS		DESCRIPTION	Engineer of Record: Erin E. Trahan, P.E. P.E. License No.: 75177 CH2M HILL, INC. 225 E. ROBINSON STREET SUITE 505 ORLANDO, FL 32801-4322 CERT. OF AUTHORIZATION No. 000072	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			NORTHWOOD PHASE 2 CONSTRUCTION RESPONSIBILITY	SHEET NO.
DATE	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
			NWOOD	PALM BEACH	434948-2-52-01			

Exhibit C

Exhibit D
STATEMENT OF WORK
South Florida Freight & Passenger Rail Enhancement Project

1.0 BACKGROUND

Between 2000 and 2010 the Miami-Fort Lauderdale-West Palm Beach, Florida metropolitan area comprising Miami-Dade, Broward and Palm Beach counties experienced approximately 11.1% population growth, accounting for more than 5.5 million people as of the 2010 Census. Much of this growth in population has been focused on the east coast – population density on the coast is three times that in the western section of Miami-Dade County. Rapid population growth is expected to continue in the foreseeable future.

There are two north-south rail corridors within the aforementioned metropolitan area that run mainly parallel to each other, but that are not fully interconnected. The existing South Florida Rail Corridor (SFRC) is generally west of I-95 and accommodates CSX Transportation (CSXT) freight operations as well as Amtrak intercity passenger service and Tri-Rail commuter rail. The Florida East Coast (FEC) freight customers are served through the FEC corridor to the east of the SFRC. Phased improvements to rehabilitate and enhance the existing partial SFRC and the FEC Railway Corridor connections at the Northwood Connection (Palm Beach County) and the existing IRIS crossing (Miami-Dade County) will better link these two major freight corridors, providing, providing improved freight connectivity. Integrating these rail corridors will facilitate improved intermodal connectivity to the major intermodal freight centers and multi-modal centers within the region.

The *South Florida Freight and Passenger Rail Enhancement* projects include the following improved rail connections:

- Phase 1A: Rehabilitate Existing Northwood Connection, Financial Project Number: 434948-1; Palm Beach County
- Phase 1B: IRIS Northeast Connection, Financial Project Number: 433514-1; Miami-Dade County
- Phase 2: New Northwood Connection, Financial Project Number: 434948-2; Palm Beach County

The existing Northwood Connection is located in the Northwood community north of downtown West Palm Beach. Historically, this connection served freight rail industry customers. The existing connection provides direct connections to the SFRC on the west (northbound and southbound) and a direct connection to FEC southbound. The existing railway is oriented in a northwest/southeast direction between the two existing railroads. The existing rail connection is in poor condition and in a state of disuse, limiting freight mobility. This project will rehabilitate the Northwood Connection and restore former freight connectivity. Phase 2 (New Northwood Connection) involves a new alignment connecting northbound FEC Railway to the southbound SFRC. The proposed alignment is located within the existing Northwood Industrial District approximately 500 feet to the south of the existing Northwood Connection.

The existing IRIS junction, at the intersection of the SFRC and FEC Railway, is located in the City of Hialeah in Miami-Dade County just south of the existing Tri-Rail/ CSXT Hialeah maintenance facility (adjacent to the SFRC). The existing IRIS junction is located approximated 4.5 miles west of the FEC along the existing FEC Little River Connection. The Little River Connection track originates at the FEC mainline near 71st Street and primarily supports access to FEC freight industry customers and intermodal centers to the southwest including the FEC Hialeah Intermodal yard and the South Florida Logistics Center adjacent to Miami International Airport (MIA). The IRIS NE connection would provide a missing short connector track between the SFRC and the FEC Little River Connection.

Future growth and success of the Southeast Florida region depends on the safe and efficient movement of people and goods. The rail connections proposed by this project represent a critical opportunity to expand the South Florida freight network by completing rail connections between these two adjacent rail corridors in South Florida.

The South Florida Freight & Passenger Rail Enhancement Project (Project) aims to address both short-term and long-term transportation needs in the region. In the short term, the proposed connections between the FEC and SFRC corridors will allow for essential connectivity and flexibility for freight movement in the region. Maintaining intermodal connectivity and satisfactory freight operations on both the FEC and SFRC is essential to serving the movement of goods and people efficiently in the region. Existing freight service provides an efficient and highly economical mode of transportation to support the transfer of intermodal freight between major industries and major Strategic Intermodal System (SIS) transportation hubs including airports, seaports and intermodal yards. Some of the anticipated benefits of the project include:

- Expand freight capacity to accommodate growth of our three South Florida ports: Port Miami, Port Everglades, and Port of Palm Beach.
- Alternate, adjacent routes to redistribute freight rail traffic for a more efficient utilization of our two existing rail corridors.
- Operational flexibility for future passenger rail services.

In the long-term the proposed connections will prepare the rail network for increased passenger service in the area by allowing for some freight traffic on the FEC corridor to be realigned to the SFRC, opening up capacity on the FEC and allowing reintroduction of passenger rail service on that corridor, currently under study by the Florida Department of Transportation (FDOT or Grantee) within the FEC corridor. The importance of the Project is best demonstrated by describing the existing and planned freight and passenger services that must be accommodated on the subject rail corridors. The existing Northwood Connection would ultimately serve freight customers between the SFRC and the FEC and provide critical direct northbound access to the CSX Integrated Logistics Center. The New Northwood Connection provides the critical direct northeast to southwest connection to facilitate freight integration to/from the south to efficiently serve freight operations in the southeast region of Florida. The New Northwood Connection would also serve potential future Amtrak passenger rail and the planned Tri-Rail Coastal Link service (integrated with existing Tri-Rail). The IRIS NE Connection will provide access to the Hialeah maintenance facility and to multimodal centers to the north while creating freight connectivity from Port Miami.

This grant will provide funding for the final design and construction of the three aforementioned improved rail connections, including all track and signal work.

2.0 GENERAL OBJECTIVE

Through this grant agreement, the Federal Railroad Administration (FRA) provides the Grantee with funding to complete the Project. The Project leverages significant past capital investment by making very strategic, targeted spot improvements in the rail network to yield a large gain in rail mobility in the region. The Project would provide the following freight mobility enhancements:

- Enhanced connectivity to multimodal logistic centers including the CSX Integrated Logistics Center (Winter Haven) and the South Florida Logistics Center
- Improved freight mobility to/from Port Everglades, Port Miami, and Port of Palm Beach
- Freight integration between FEC and CSXT to increase efficiency of freight traffic
- Provides Rail access to the Hialeah maintenance facility from the east

- Enhanced capacity on roadway network due to freight efficiency

The Project will improve freight connectivity between the existing SFRC and the FEC Railway to accommodate existing freight traffic and the projected growth in freight rail operations following the expansion of the Panama Canal and freight intermodal improvements at Port Miami, Port Everglades, and the Port of Palm Beach. Providing these integral connections will enhance freight and passenger rail mobility in South Florida and improve statewide freight connectivity to central Florida, northern Florida, and the Atlantic Seaboard.

3.0 PROJECT LIMITS

The project leverages significant past capital investment by making very strategic, targeted improvements in the rail network to yield a large gain in rail mobility in the region. Given this, the Project has been divided into three phases (as described in further detail below in section 4.0) all of which are located in Southeast Florida. Each phase of the Project involves separate rail alignments and will be constructed independently to provide immediate freight mobility benefits. The proposed Northwood connections are in West Palm Beach and the IRIS rail connection is in northern Miami-Dade County.

The existing Northwood Connection is a single-track rail alignment connecting the FEC Railway at approximately mile post 297.71 with the SFRC in the Northwood community north of downtown West Palm Beach at approximately mile post 968.2 (between CP Gator and CP Coral).

The existing IRIS junction is located in northern Miami-Dade County just south of the existing Tri-Rail/CSXT Hialeah maintenance facility (adjacent to the SFRC) and approximately 4.5 miles west of the FEC along the existing Little River Connection. The new interchange track will originate at the FEC Little River Connection approximately 0.2 miles east of NW 37th Avenue at mile post 4.35 (LR), and will connect with SFRC at approximately mile post 1034.08 (between CP 79th Street and CP 71st Street).

4.0 DESCRIPTION OF WORK

Project Phases and Description

To expedite Project delivery, the Project has been divided into three phases.

Specific details on the estimation of the Project items and cost can be found in the FDOT Long Range Estimate (LRE) that is included as Attachment 3 (Approved Project Budget).

Phase 1A

Phase 1A of the Project will rehabilitate the existing Northwood Connection track and facilitate freight integration between the SFRC and the FEC corridor in Palm Beach County. The Phase 1A improvements include:

- Track work: rehabilitation and replacement of 3,725 linear feet of existing track with 136# Continuously Welded Rail (CWR), two new #15 turnouts at connection points on the SFRC, one new #15 turnout at the connection point on the FEC and one new #10 turnout on the connection track west of South Street at the wye. The rehabilitation will require approximately 1,863 concrete cross ties at 24" on center spacing. The existing track class for the Northwood Connection is Excepted and the track will be rehabilitated to Class 2 track (design speed is 15 mph for freight).
- Grade Crossing Improvements: necessary grade crossing surface improvements and an upgraded gate warning and protection system at six modified grade crossings including: Windsor Avenue near Service Road (628105C), Windsor Avenue north of 25th Court (628114B), 26th Street

(628115H), Tamarind Avenue (628106J), Division Avenue (628110Y), and Rosemary Avenue (628112M).

- Systems Upgrades: implementation of Positive Train Control (PTC) in coordination with FEC and CSXT over the rehabilitated track to facilitate future integrated passenger rail service and the addition of new signals to the point of connections along the FEC and SFRC.

No right-of-way impacts are anticipated with this track rehabilitation.

Phase 1B

Phase 1B of the Project will construct a new IRIS Northeast (NE) Connection consisting of a new single track connection to allow westbound movements from the FEC along the Little River Connection to SFRC and the Tri-Rail / CSXT Hialeah maintenance yard.

The Phase 1B improvements include:

- Track work: construction of 1,700 linear feet of new track with 136# CWR, one new #11 turnout at the point of connection along the SFRC, one new #15 turnout at the point of connection along the FEC, one new #11 crossover on the SFRC mainline and one new #15 crossover on the FEC mainline for flexibility. The new track will require approximately 850 concrete cross ties at 24" on center spacing. Class 2 track is proposed (design speed is 20 mph for freight).
- Grade Crossing Improvements: necessary grade crossing surface improvements and an upgraded gate warning and protection system at NW 37th Avenue (272734B)
- Systems Upgrades: implementation of PTC in coordination with FEC and CSXT over the new track to facilitate future integrated passenger rail service and the addition of new signals to the point of connections along the FEC and SFRC.

No right-of-way impacts are anticipated with this track rehabilitation.

Phase 2

Phase 2 of the Project will provide a New Northwood Connection with the construction of a single track connection on a new alignment connecting northbound FEC in the NE quadrant to southbound SFRC in the SW quadrant. The Phase 2 alignment provides full connectivity between the SFRC and FEC mainlines while minimizing the impact to the culturally sensitive area.

This Phase will eliminate the need for reverse movements under Phase 1A, resulting in both time and cost savings for freight operations. The elimination of a reverse movement on the FEC improves the capacity of the mainline for other freight service and future passenger service. The completion of both Phase 1A and Phase 2 will provide direct SFRC/FEC connections for each potential integrated freight movement.

- Track work: 3,150 linear feet of new track with 136# CWR including two new #15 turnouts, one at each of the connections points along the FEC and SFRC, two new #15 crossovers, one on the FEC and one on the SFRC mainline for flexibility, and a crossing diamond to maintain the rehabilitated existing connection identified in Phase 1A. The new track will require approximately 1,575 concrete cross ties at 24" on center spacing. Class 2 track is proposed (design speed is 20 mph for freight).
- Grade Crossing Improvements: necessary grade crossing surface improvements at one modified grade crossing and the installation of five new grade crossings with gate warning and protection systems including: Windsor Ave south of 25th Street (NCX1, new crossing), 25th Street east of Windsor Avenue (NCX2, new crossing), 25th Court north of 25th Street (NCX3, new crossing),

N. Tamarind Avenue between 25th Street and 26th Street (NCX4, new crossing), Division Avenue between 27th Street and 25th Street (NCX5, new crossing), and Rosemary Avenue between 27th Street and 25th Street (modification of existing crossing 628112M). It should also be noted that the Windsor Avenue crossing (NCX1) is a private crossing. At this location Windsor Avenue is a gated service road between 23rd Street and 25th Street.

- Systems Upgrades: implementation of Positive Train Control (PTC) in coordination with FEC and CXST over the new connection and the addition of new signals to the point of connections along the FEC and SFRC.
- Right-of-Way Acquisition: a total of 1.96 acres on 15 parcels will be permanently acquired with four existing businesses requiring relocation.

Project Tasks

All the following tasks and sub-tasks are to be applied to all three phases unless otherwise noted.

Task 1: Development of Detailed Work Plan and Project Management Plan

The Grantee will complete and submit the following requirements to FRA:

Task 1a: Detailed Work Plan

The Grantee will prepare or cause to be prepared a Detailed Work Plan. The objective of a Detailed Work Plan is to provide details on tasks and subtasks identified in the Statement of Work. Specifically the Detailed Work Plan describes, in detail, the steps to be taken to implement the Project and provides an updated budget, and schedule to match the scope of work to be completed. After the construction bid is awarded, the Grantee will submit to FRA an updated Detailed Work Plan budget and schedule. The Detailed Work Plan shall include the following information:

- Overview
 - The location of the Project or study area, including geographical and physical boundaries (i.e. mileposts, names of municipalities, etc.), include a map of the Project area keeping the scale of the map appropriate for the nature of the Project.
- Environmental Determination
 - Identify the appropriate National Environmental Policy Act (NEPA) document (i.e., Categorical Exclusion, Environmental Assessment, etc.) covering the scope of this Project and the date FRA issues NEPA clearance.
- Description of Work
 - Any public or agency comments about the Project, including issues or concerns and the public outreach or involvement conducted and planned for the Project.
 - Describe in detail the activities to complete tasks for the Project, identify key milestones or other checkpoints to be used to monitor progress.
 - Identify work products and deliverables for the grant and the roles and responsibilities of partners/stakeholders in executing, reviewing and approving them.
 - Summarize design criteria that will be used by the Project team and how they relate to realizing the Project outcomes (i.e. service outcomes, design speed, track work, etc.).
 - Identify agreements and permits required for implementation.
- Schedule

- Detailed schedule to include timeframes for completing major processes, reaching milestones, and finalizing work products/deliverables within each task.
- Budget
 - Align budget line items to FRA's Standard Cost Categories.

Task 1b: Project Management Plan

The Grantee shall develop, or cause to be developed, a Project Management Plan (PMP). A PMP is the Grantee's overarching Project implementation plan that spans the entire period of the Project. It should describe a Grantee's approved policies, practices, and procedures related to the management, design, and construction for each of the Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grants. A PMP should include the following sections:

- A description of the scope of work for the Project;
- Adequate staff organization with well-defined reporting relationships, statements of functional responsibilities, job descriptions, and job qualifications;
- Organizational structures, management skills, and staffing levels required throughout the Project;
- A document control procedure and recordkeeping system;
- Procedures for monitoring and controlling project costs, schedule, and scope to ensure they don't exceed or deviate from the requirements;
- Risk management plan identifying potential risks and methods to manage those risks as well as describing procedures for monitoring, identifying and managing future risks as they arise;
- A change order procedure that includes a documented, systematic approach to handling Project scope, budget and scheduling changes;
- Quality control and quality assurance functions, programs and responsibilities for the Project;
- A documented system health and safety plan for the entire Project lifecycle;
- If applicable, description of required safety certifications and processes;
- Identification of required stakeholder agreements, right of way agreements, and other critical third party agreements and the process for obtaining those agreements;
- Required government actions or approvals;
- Material testing policies and procedures, if applicable to the Project;
- Internal plan implementation, communications and reporting requirements;
- Criteria and procedures to be used for testing the operational system or its major components

Task 1 Deliverables: Detailed Work Plan; Project Management Plan

Task 2: Preliminary Engineering

The Grantee will prepare, or cause to be prepared, Preliminary Engineering (PE), which will include analysis and design work, the collection of more detailed information by conducting field investigations, other technical studies, and production of engineering plans. This work builds upon and refines and analyses the information produced during the Planning phase, to produce construction plans, specifications and cost estimates to 30% complete. The Preliminary Engineering Plans shall document the following proposed design elements:

- Track infrastructure

- Grade crossing improvements and related roadway/drainage plans
- Signaling and communications equipment
- Utility adjustments and/or relocations
- Right-of-Way plans (Phase 2 only)

The following sub-tasks will support development of the 30% Preliminary Engineering Plans:

Sub-Tasks:

- Preliminary Design Data Collection (Survey, Geotechnical Testing and Phase 2 Contamination Testing)
- Develop Design and Construction Criteria
- Design Analysis (Railroad Assessment, Roadway Assessment, Drainage Assessment, Preliminary Geotechnical Assessment, Traffic Analysis, Utility Assessment)
- Draft Preliminary Plans Development (30% Design) including specifications
- Updated construction cost estimates
- Public Involvement during design phase (as appropriate)
- Value Engineering
- Establish Right-of-Way Requirements/Right-of-Way Mapping (Only for Phase 2).
- Final Preliminary Plans Development (30% Design)
- Right-of-Way Acquisition (Only for Phase 2)
- Right-of-Way Clear Considerations for Request for Proposal (RFP) Development (optional pending procurement for Final Design of Phase 2)
- Prepare RFP for Design-Build for Phases 1A and 1B (for subsequent design and construction) – optional pending any final design and construction services (landscaping, etc.) not included in the Joint Rail Project Agreement (JRPA) governing construction (see Task 5 for more detail)

The Grantee will complete, or cause to be completed, and submit Draft and Final 30% Preliminary Engineering Plans as deliverables to FRA for approval to document the Preliminary Engineering activities. The Preliminary Engineering Plans will be developed through a coordinated work effort with the project partners and must be approved by FRA prior to the start of construction (or Task 3 (Final Design for Phase 2)). The 30% Design package shall include the following elements:

- Project Maps - scale maps or scale aerial photography of existing conditions at a scale of one inch = 100 to 500 feet depending on complexity of location. In some cases, where the project is primarily oriented towards track rehabilitation, a sufficiently annotated set of track charts may be sufficient for adequately defining the work limits for these project elements instead of scaled drawings. For supplementary alterations, the track charts may require additional details including scaled drawings of minor reconfigurations and enhancements.
- Design Plan Sheets - design plan drawings overlaid on maps/photography showing existing right-of-way limits along with railroad ownership; proposed track changes including removals and installations; track centers, track speeds, turnout sizes curve and spiral data; vertical profiles and grades of existing and proposed construction; typical cross sections to scale showing the proposed work to existing conditions for each change in track configuration and at other locations requiring retaining walls or right-of-way acquisitions; public and private at-grade crossings; and public transit services and facilities.
- Signal Design Plans/Specifications - For complex or dense track configurations, drawings of existing and proposed signal design; and the drawings will include route and aspect charts, preliminary block design, and signal equipment locations.

- Design submittals should include a title sheet identified with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations.
- The Grantee will obtain signature approval of the preliminary engineering cover sheet by all stakeholders impacted by the proposed track configuration and signal plan.

Task 2 Deliverable: 30% Preliminary Engineering Design Plans for all phases

Task 3: Final Design

Phases 1A and 1B (Not applicable)

After the completion of Task 2 (Preliminary Engineering), Phases 1A and 1B will be constructed as Design-Build projects. Therefore, advanced engineering activities beyond 30% Preliminary Engineering Plans will not be conducted for Phase 1A or 1B prior to procuring Design-Build Services. Refer to Task 4 (Procurement) for additional details.

Phase 2 Only

Pending FRA approval of the Preliminary Engineering activities included in Task 2, the Grantee will be able to enter into the Final Design stage for Phase 2 of the Project in which the Preliminary Engineering Design deliverables will be updated, as necessary, and submitted to FRA for acceptance. During Final Design, the Grantee will conduct additional engineering activities to advance the Preliminary Engineering documents to 100% plans (construction bid packages) of Plans, Specifications and Estimates to allow for construction of the project. The Grantee will perform Final Design (100% design) for Phase 2 of the Project in accordance with the Preliminary Engineering documents developed under Task 2.

Final Design documents will be approved and signed by all stakeholders. Also, Final Design documents will include sufficient documentation for a contractor to bid and complete the work. The 100% Final Design production package will include 100% Design Plans, Specifications and a Construction Estimate. FRA will provide written acceptance of the Final Design deliverables and authorization to proceed to Task 4 (Procurement).

Task 3 Deliverable: 100% Preliminary Engineering Design Plans (Phase 2 only) – Plans, Specifications and Estimate

Task 4: Procurement

Florida law requires state agencies using certain professional consultants to acquire the services of those consultants by competitive negotiation. The process mandated by statute (Florida Statutes 287.055), administrative rule (Rule 14-75), and departmental operating procedures requires a competitive selection of the consultants based on qualifications, followed by a negotiation process to establish a fee for the desired services. FDOT's process for procuring and administering the design and construction of a project(s) within one contract is summarized in FDOT Procedure 625-020-010-k (Design-Build Procurement and Administration) and is included as an attachment to this document. All contractors performing construction services will be required to comply with FDOT's procurement procedures. As Grantee, FDOT will ensure all procurement processes comply with FDOT procedures.

The contractor has an obligation to finish the remaining design work, complete construction work as written in Design-Build contract documents (e.g. design drawings, specifications), and follow the FDOT

procurement procedures and other departmental procedures referenced in the RFP in order to receive payment.

Phases 1A and 1B (Design-Build) - optional procurement activities

Construction of the Phase 1A and 1B improvements are anticipated to be completed by Force Account under contract with FEC and SFRTA. FDOT may conduct procurement activities for Design-Build final design and construction services (i.e. landscaping, etc.) depending on the final terms of agreements with FEC and SFRTA. The Project Management Plan and Detailed Work Plan will include detailed descriptions of project development activities to be conducted by each project partner.

A Joint Rail Project Agreement (JRPA) has also been initiated between FDOT, FEC and SFRTA to allow for the funding of Design-Build final design and construction activities on FEC, SFRTA and FDOT right-of-way. This JRPA outlines the parameters by which, upon securing TIGER funding, FDOT as Grantee will provide management oversight for the infrastructure improvements and ensure funding distribution for construction activities. Terms included in this agreement are: those items that the FEC or SFRTA must accomplish; project cost; FDOT departmental participation; retainage; project budget and payment provisions; the required accounting records; and requisitions and payments.

This JRPA will stipulate that neither SFRTA nor FEC shall execute any contract or obligate itself in any manner requiring the disbursement of FDOT joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the Project without the written approval of FDOT. The JRPA shall require all parties to comply with provisions of Chapter 287, Florida Statutes (the Consultants' Competitive Negotiation Act).

Phase 2 only (Design-Bid-Build)

For Phase 2, FDOT will conduct procurement activities for the selection of a contractor to construct the Phase 2 improvements following the completion of Task 3 (Final Design). FDOT procures construction services such as roadway, rail and bridge construction. These services are acquired in accordance with Section 337.11 Florida Statutes. Construction advertisement and qualification information can be found on the Office of Contracts Administration Home Page. Prospective bidders shall be prequalified according to the requirements of FDOT Rule Chapter 14-22.

Task 4 Deliverable(s): JRPA for Phases 1A and 1B, Construction Bid Package for Phase 2

Task 5: Construction

Construction shall begin on the date established in the owner-contractor agreement or set out in the notice-to-proceed. From this point forward, Project meetings are normally conducted at the construction site, and many new team members participate. Each meeting agenda includes the status of construction phase activities, and the contractor and primary subcontractors report on the progress of construction in their areas. Requests for information, Project change documents, submittals, and payment applications are among the items that need to be monitored and tracked. The FDOT-PM primary goal is to protect the owner's interest at all times and get the progress report and quality of the work from the construction CEI while keeping the submittal review flowing and maintaining control of the contract documents. The final contract documents will be specified in the RFP or construction bid package as required by FDOT from the Design-Build Firm or Contractor upon completion of the project include: as-built final plans, computer files containing the as-built design plans, engineering reports, shop drawings, test results,

documentation, daily reports, quantities list, warranties for equipment installed on the project, and certificate of occupancy, etc.

The following sub-tasks are included in the Construction Phase. The sub-tasks are applicable to the Project (all phases) unless specified.

Sub-Tasks:

- Pre-Construction Meeting
- Kick-Off Meeting
- Plans Review 90% and 100% (applicable to Phases 1A and 1B only)
- Plans Released for construction (applicable to Phases 1A and 1B only)
- Construction Progress Meetings
- Request for Information
- Construction Revisions
- Complete construction
- Final Acceptance of construction

Anticipated construction activities for each project are defined below.

Phase 1A (Design-Build)

Sitework and Temporary Maintenance of Traffic— FDOT will provide management oversight and enter into a contract with FEC and SFRTA who will complete Design-Build activities through force account agreements as described in Task 4. Through this contract, FDOT will accomplish the following sitework as pre-construction activities.

- Clearing/demolition of any former track
- Utility relocations (as applicable)
- Temporary grade crossing closures (as applicable)
- Drainage pipe modifications (as applicable)

Construction - FDOT will accomplish the necessary construction activities to complete the description of work described in Tasks 2 and 3 (Preliminary Engineering and Final Design) through the Design-Build Team.

- Preparation of trackbed
- Construction of trackbed and track infrastructure
- Installation of grade crossing panels

Communication and Signaling - The following communication and signaling work will be performed by the Design-Build Team involving FEC and CSXT coordination and FDOT management oversight:

- Installation of signals for the new turnouts
- Integration of the new signals and turnouts into the dispatching system
- Upgrades and/or modifications to existing grade crossing protection systems

Final Site Development – Through the Design-Build Team, FDOT will accomplish final site development activities including landscaping and signage.

Phase 1B (Design-Build)

Sitework and Temporary Maintenance of Traffic— FDOT will provide management oversight and enter into a contract with FEC and SFRTA who will complete Design-Build activities through force account

agreements as described in Task 4. Through this contract, FDOT will accomplish the following sitework as pre-construction activities.

- Clearing/demolition along proposed alignment
- Utility relocations (as applicable)
- Temporary grade crossing closures (as applicable)
- Drainage pipe modifications (as applicable)

Construction - FDOT will accomplish the necessary construction activities to complete the description of work described in the Detailed Work Plan) through the Design-Build Team.

- Preparation of trackbed along proposed alignment
- Construction of trackbed and track infrastructure
- Installation of grade crossing panels

Communication and Signaling - The following communication and signaling work will be performed by the Design-Build Team involving FEC and CSXT coordination and FDOT management oversight:

- Installation of signals for the new turnouts and crossovers
- Integration of the new signals and turnouts into the dispatching system
- Upgrades and/or modifications to existing grade crossing protection systems

Final Site Development – Through the Design-Build Team, FDOT will accomplish final site development activities including landscaping and signage.

Phase 2 (Design-Bid-Build)

Sitework and Temporary Maintenance of Traffic– FDOT will provide management oversight and enter into a contract with the awarded contractor. Through this contract, FDOT will accomplish the following sitework as pre-construction activities.

- Clearing/demolition along proposed alignment
- Utility relocations (as applicable)
- Temporary grade crossing closures (as applicable)
- Drainage pipe modifications (as applicable)

Construction - FDOT will accomplish the necessary construction activities to complete the description of work described in the Detailed Work Plan through the awarded contractor.

- Preparation of trackbed along proposed alignment
- Construction of trackbed and track infrastructure
- Installation of grade crossing panels

Communication and Signaling - The following communication and signaling work will be performed by the Design Team involving FEC and CSXT coordination and FDOT management oversight:

- Installation of signals for the new turnouts and crossovers
- Integration of the new signals and turnouts into the dispatching system
- Upgrades and/or modifications to existing grade crossing protection systems

Final Site Development – Through the awarded contractor, FDOT will accomplish final site development activities including landscaping and signage.

Task 5 Deliverable: Draft Project Completion Report

5.0 PROJECT PERIOD OF PERFORMANCE

The period of performance for the Project shall be 55 months, beginning June 2014 and ending in August 2018. Task activities will be completed by July 2018, and agreement closeout and audit activities will be completed by the Grantee and FRA in August 2018. An updated detailed project schedule will be submitted to FRA once a Design-Build contractor has been selected for the Project, who in turn will develop a sequencing plan for all the work elements. The detailed project schedule must be approved by FRA, and modifications to the schedule must be approved in writing by FRA before being implemented.

6.0 PROJECT BUDGET

The total estimated cost of the Project is \$47,255,000 for which the TIGER 2013 grant will contribute up to 29.09745% of the total cost, but no more than \$13,750,000. The Grantee agrees to carry out the project in accordance with the approved scope and budget or as modified by written agreement by the Grantee and FRA. Any additional expense required beyond that provided in the approved budget to complete the project shall be borne by the Grantee.

A project budget is included in Attachment 3 of this agreement. These costs will be reviewed and may be adjusted once contracts have been awarded, and updated estimates have been provided to the FRA. FRA must approve in writing any modifications to the budget before they may take effect.

7.0 DELIVERABLES

The following table lists the deliverables and due dates required from the Grantee as part of this agreement

Task	Task Name/Deliverable	Due Date
Task 1	Detailed Work Plan & Project Management Plan	
Task 1a	Detailed Work Plan	Within 30 days of Agreement date.
Task 1b	Project Management Plan	Within 30 days of Agreement date.
Task 2	Preliminary Engineering	
	Preliminary Engineering Design Set (for all phases)	August 2014
Task 3	Final Design	
Task 3	Final Design for Phase 2	November 2017
Task 4	Procurement	
	Procurement Report	December 2017
	Updated Detailed Work Plan	December 2017
Task 5	Construction	
	Draft Project Completion Report*	July 2018

*Final Project Completion Report will be submitted with project close-out documentation. FRA will review and comment on the draft prior submission of the final.

8.0 ENVIRONMENTAL DETERMINATION

FRA issued a *[fill in appropriate document: i.e., Categorical Exclusion, Environmental Assessment FONSI]* covering the scope of this Project on *[fill in date approved]*

9.0 PROJECT COORDINATION

The Grantee shall perform all tasks required for the Project through a coordinated process; including as appropriate all railroad owners, operators, and funding partners within the Project area. Under the cooperative agreement, FRA will participate in the Project, as described in this statement of work.

Project partners include: Florida Department of Transportation, Florida East Coast Railway, CSX Transportation, and South Florida Regional Transportation Authority.

10.0 PROJECT MANAGEMENT

Three of the Project partners have been coordinating on a structured basis for several years, as part of the Project Steering Committee for the Tri-Rail Coastal Link Study (formerly known as the South Florida East Coast Corridor (SFECC) Transit Analysis Study). Coordination and outreach efforts have been underway since 2005 and have included numerous meetings and a series of workshops.

Work Breakdown Structure / Project Phases

As described above, the Grantee has divided the Projects into three (3) separate and independent Design-Build sub-projects, each with independent utility::

PHASE	FPID No.	PROJECT NAME	GENERAL LOCATION
1A	434948-1	Northwood Rehabilitation	Northwood, West Palm Beach, Florida between SFRC and FEC Railway
1B	433514-1	IRIS NE Connection	Hialeah/unincorporated Miami-Dade County; at IRIS junction of SFRC and Little River FEC Connection
2	434948-2	New Northwood Connection	Northwood, West Palm Beach, Florida between SFRC and FEC Railway; approximately 500 feet to the south of the existing Northwood Connection

As mutually agreed, FDOT District 4 is taking the lead for all phases of the Project, including the IRIS Connection (Phase 1B) that is located within the FDOT District 6 territory. Funding and oversight authority for the proposed improvements will be provided primarily by FDOT District 4 and FRA. Other funding will be provided by the other three partners (CSXT, FEC and SFRTA). Additional agreements may be established between the relevant partners regarding fund disbursement, as well as construction, maintenance and operations of the constructed assets. Any agreements that assign operations or maintenance responsibilities to any party other than the Grantee will require FRA approval prior to construction.

Management of Agreements

The management of the agreements will be the responsibility of all agreement parties, unless specified otherwise within the agreements. The Grantee will be responsible for the management of the agreements on behalf of all funding partners. All agreements will be enforced through subsequent phases of the Project where applicable and specific management responsibilities will be addressed at the Hand off Meetings between the various Project phases.

Project Organizational Structure, Roles, Responsibilities, and Staffing

Management Team

Request for Proposal RFP Stage

- FDOT Project Advisor (District 4)
- FDOT Project Manager (District 4)
- FDOT Project Coordinator (District 6)
- Consultant Project Manager
- Consultant Design Project Manager

Design/Construction Stage

- FDOT Project Advisor (District 4)
- FDOT Project Manager (District 4)
- FDOT Project Coordinator (District 6 Project Liaison)
- Consultant Project Manager
- Consultant Design Project Manager
- FDOT Construction Manager
- CEI Consultant (CCEI) Senior Project Engineers
- CEI FDOT Consultant Project Engineers

Management Team Roles and Responsibilities

The Management Team will oversee all administrative and technical activities associated with the public involvement, agency coordination/agreements and partnering, as well as the design, ROW utility relocation, and construction of each project. The roles and responsibilities of the key management team members are described below.

Design

Project Advisor (PA)-(District 4)

The Project Advisor will function as the FDOT Senior Project Manager and FRA point of contact through the completion of the design phases of the Project segments. The PA will provide direct oversight of the FDOT Project Manager, and will provide administrative and technical management of the contract. During the design phases, the PA will be the decision making authority on the Management Team, will be the liaison to the Engineer of Record, and will be the lead FDOT representative for all external communication, partnering, coordination and agreements.

Project Manager (PM)-(District 4)

The Project Manager will be responsible for development of the Project scope and work plan for all the Project phases. They will provide the day-to-day administrative and technical management of the Design-Build Team (DBT) contracts, and will be responsible for assuring the construction documents are completed on time, within budget, and in accordance with FDOT policies and procedures. They will also be responsible for the internal and external coordination and progress reporting for the Project; invoicing and payment review and documentation; coordination of all design submittal reviews; coordination and

resolution of technical issues; and the coordination, negotiation and execution of any required contract agreements and amendments.

Consultant Project Manager (CPM)

Functioning as an extension of FDOT staff, the CPM will be responsible for the following:

- Railroad Maintenance and Operation Agreements Coordination
- Coordination with all Technical Teams involved in the project Development.
- Conceptual Permit Packages and Concept Drainage Report
- Utility Base Map and Identification of Potential Utility Conflicts
- Master Signing and Signalization Plans
- Maintenance of Traffic (MOT) Plans.
- Project Advertisement and Request for Proposal (RFP) documents
- Assistance to FDOT in the review of proposer Letters of Interest and Technical Proposals
- Assistance to FDOT in the preparation and updates to the PMP
- Public involvement support

Consultant Design Project Manager (CDPM)

Functioning as an extension of FDOT and the CPM will be responsible for the following:

- Development of corridor concept design (Horizontal and Vertical Geometrics)
- Assistance to FDOT in Design Management Oversight, including technical issues resolution and plans reviews
- Maintenance of the File Transfer Process
- Public involvement support

Construction

Construction Project Manager-(District 4)

The Construction Manager will function as the FDOT Project Manager and FRA point of contact for the construction phases of the Project. The Construction Manager will be responsible for direct supervision of the CEI Consultant (CCEI) Senior Project Engineers, and will provide the administrative management of the CCEI contracts, with emphasis on quality, performance, and adherence to cost and schedule requirements. During the construction phases, the Construction Manager will be the decision making authority on the Construction Management Team (CMT), will be the lead FDOT representative for all external communication, partnering, coordination and agreements.

CEI Consultant Senior Project Engineers (CCEIs)

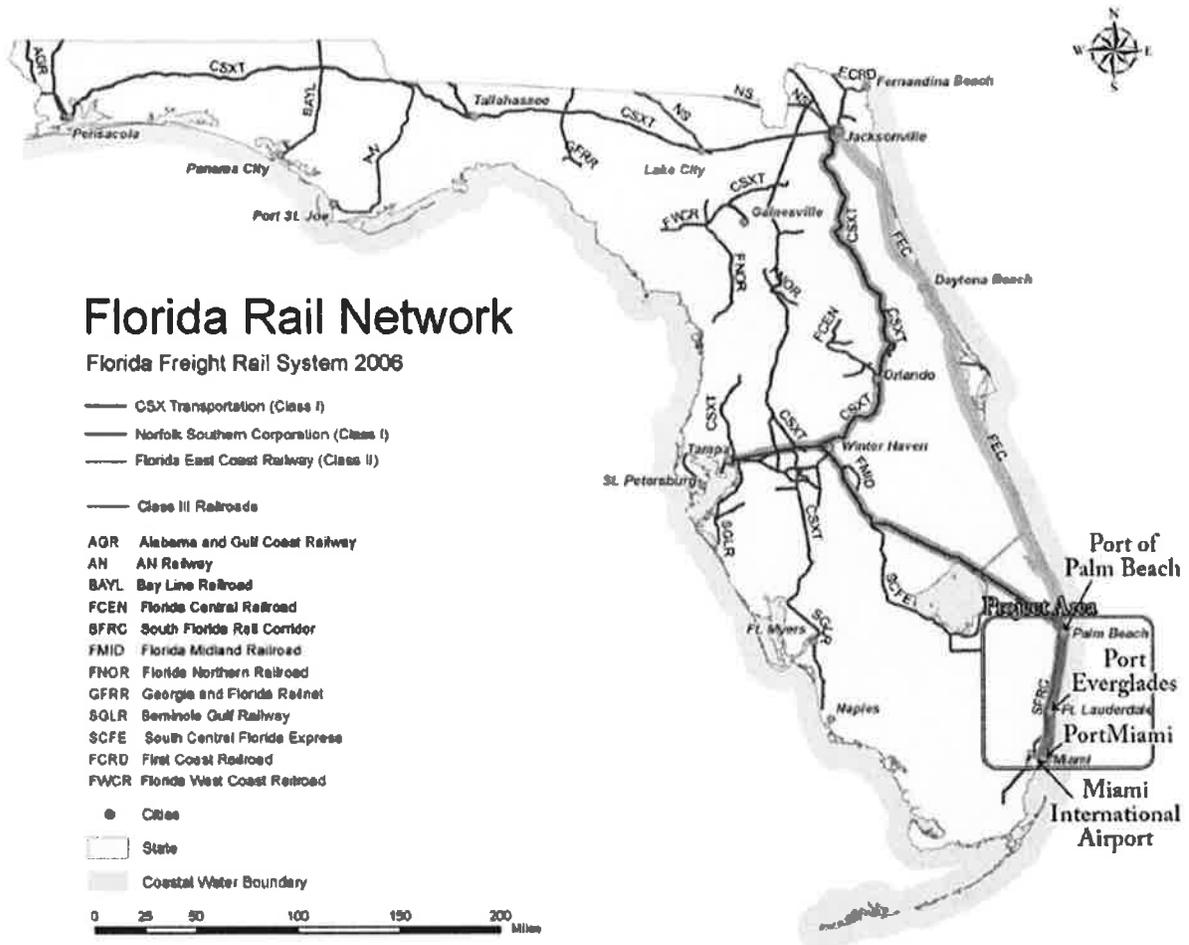
FDOT will procure CCEI firms to manage and administer the construction contracts for the Project phases. Each CEI firm shall have a project manager to function as the Senior Project Engineer for FDOT for the construction contract administration and oversight of the segment construction contracts assigned to their respective firms. The Senior Project Engineers will also provide the administrative and technical management of their respective CEI contracts, and will be responsible for the internal and external coordination and progress reporting for the Project, including coordination with the FDOT Project Managers and Engineer of Record for timely shop drawing reviews and Request for Information (RFI) response. The Senior Project Engineers will also be responsible for validating the SDBT's: Equal Employment Opportunity (EEO), Disadvantaged Business Enterprise (DBE) and On the Job Training (OJT) compliance for the Project; claims negotiation and processing of any supplemental agreements; and resolution of outstanding contractual issues and other areas as deemed necessary by the Construction Manager.

CEI Project Engineers (FDOT and CCEIs)

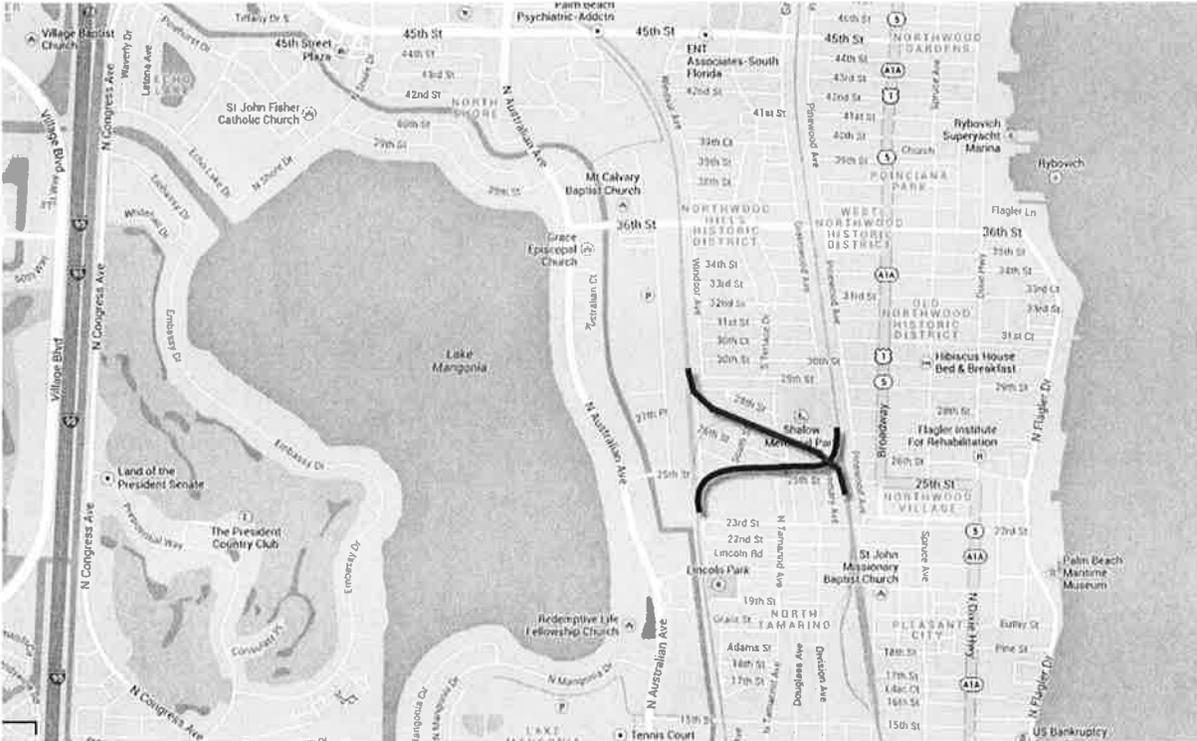
It is anticipated that FDOT and CCEI staff will serve as Project Engineers for the day-to-day administration of the construction contracts for the individual Project segments. The Project Engineers will be responsible for a Daily Report of Construction and for ensuring the segment contracts are constructed on time, within budget, with the specified quality, and in reasonable conformance with the contract documents. They will also be responsible for ensuring the SDBT's compliance with environmental permits and commitments, invoicing and payment documentation, coordination of construction-related conflict issues and claims requests, and validation of the SDBT's compliance with the sampling and testing requirements of the SDBT's Quality Control (QC) Plan.

A Project Management Chart has been provided as an attachment to this document.

Attachment A: Regional Location Map



Attachment B: Project Location Map (Northwood Connections: Phase 1A and Phase 2)



Attachment C: Project Location Map (IRIS Connection: Phase 1B)



Attachment D: (Cost Summary)

TIGER 2013 PROJECT: FL - South Florida Freight & Passenger Rail Enhancement Cost Estimate			
SCC Category	Work Scope Items	Cost Estimate	Approx. Percentage of Total Project Cost
10	Track and Track Structures	\$ 4,242,000	9.0%
40	Site work and Special Conditions	\$ 2,670,000	5.7%
50	Systems	\$ 13,780,000	29.2%
60	ROW, Land, Improvements	\$ 12,142,000	25.7%
80	Professional Services	\$ 7,799,000	16.5%
90	Unallocated Contingency	\$ 6,208,000	13.1%
100	Financial Charges	\$ 414,000	0.9%
Total Project Cost Estimate		\$ 47,255,000	

Attachment E: (Funding Sources)

Funding Source	Funding Amount
TIGER 2013 Grant	\$13,750,000
FDOT	\$29,005,000
FEC	\$1,000,000
CSXT	\$1,000,000
SFRTA	\$2,500,000
Project Total	\$47,255,000

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

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Financial Project Number(s): (item-segment-phase-sequence) 43351419402	Fund: TIGR Function: 683 Federal Number: _____ DUNS Number: 80-939-7102 Agency DUNS Number: 786583609	FLAIR Category.: 088808 Object Code: 750021 Org. Code: 55042010429 Vendor No.: VF650002789003 CSFA Number: 55021 CSFA Title: Rail Development Grants
Contract Number: _____ CFDA Number: 20.314 CFDA Title: Railroad Development		

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100, Pompano, FL 33064
 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 06/30/2018 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 341

Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide funding for design and construction of the South Florida Freight & Passenger Rail Enhancement Project Phase 1B SFRTA portion.

and as further described in Exhibit(s) A,B,C,D,E attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ \$ 2,665,237 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ \$ 2,665,237 ^(\$2,422,942 + \$ 242,295) as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Participant is unsatisfactory, the Department shall notify the Participant of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Participant shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Participant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Participant shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Participant resolves the deficiency. If the deficiency is subsequently resolved, the Participant may bill the Department for the retained amount during the next billing period. If the Participant is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.50 Audits: The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Part I Federally Funded:

1. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

2. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit A,B,C,D,E to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
- b. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.

- c. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
- d. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- e. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
- f. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- g. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

Part II State Funded:

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit A,B,C,D,E to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- b. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- c. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111W Madison Street, Room 401
Tallahassee, FL 32399-1450

- e. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- f. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- g. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- h. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

6.60 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 4 _____ Public Transportation Office 3400 West Commercial Blvd _____, FL, 33309 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's **Travel Form No. 300-000-01**. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.

- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy:

10.31 DBE Policy: 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 recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. 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. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency 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 the Agency, 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 5 percent of the total assets or capital stock of any business entity.

The Agency 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 the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: ~~To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.~~

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 06/30/2018. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any 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.

If any funds other than federal appropriated funds have been paid by the Agency to any person 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 this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

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

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

South Florida Regional Transportation Authority
AGENCY NAME

DEPARTMENT OF TRANSPORTATION

SIGNATORY (PRINTED OR TYPED)

TITLE Director of Development

SIGNATURE

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

TITLE

See attached Encumbrance Form for date of Funding Approval by Comptroller

FINANCIAL PROJECT NO.: 433514-1-94-02
CONTRACT NO.: _

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority (SFRTA), hereinafter called the "Agency" 800 NW 33rd Street, Suite 100, Pompano, FL, 33064, dated _____ referenced by the above Financial Project Number.

PROJECT LOCATION:

Miami-Dade County

PROJECT DESCRIPTION:

The South Florida Freight & Passenger Rail Enhancement Project (Project) aims to address both short-term and long-term transportation needs in the region. In the short term, the proposed connections between the Florida East Coast Railway (FEC) and South Florida Rail Corridor (SFRC) corridors will allow for essential connectivity and flexibility for freight movement in the region. Maintaining intermodal connectivity and satisfactory freight operations on both the FEC and SFRC is essential to serving the movement of goods and people efficiently in the region. Existing freight service provides an efficient and highly economical mode of transportation to support the transfer of intermodal freight between major industries and major Strategic Intermodal System (SIS) transportation hubs including airports, seaports and intermodal yards. Some of the anticipated benefits of the project include:

- Expand freight capacity to accommodate growth of our three South Florida ports: Port Miami, Port Everglades, and Port of Palm Beach.
- Alternate, adjacent routes to redistribute freight rail traffic for a more efficient utilization of our two existing rail corridors.
- Operational flexibility for future passenger rail services.

Phase 1B of the Project will construct a new IRIS Northeast (NE) Connection consisting of a new single track connection to allow westbound movements from the FEC along the Little River Connection to SFRC and the Tri-Rail / CSXT Hialeah maintenance yard. The existing IRIS junction is located approximated 4.5 miles west of the FEC along the existing FEC Little River Connection. The Little River Connection track originates at the FEC mainline near 71st Street and primarily supports access to FEC freight industry customers and intermodal centers to the southwest including the FEC Hialeah Intermodal yard and the South Florida Logistics Center adjacent to Miami International Airport (MIA). The IRIS NE connection would provide a missing short connector track between the SFRC and the FEC Little River Connection.

Construction of the Phase 1B improvements are anticipated to be completed by Force Account under contracts with FEC and with SFRTA. This contract is to provide funding for the portion of the project in the SFRC mainline right-of-way hereinafter referred to as Phase 1B SFRTA Portion as shown in attachment A of this exhibit.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Upon receipt of an invoice from the Agency, the Office of Modal Development has ten (10) working days to inspect and approve the goods and services. Working days are defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117 Florida statutes.

LIABILITY AND INSURANCE:

Liability and Insurance shall be governed in accordance with the Operating Agreement between the parties.

DELIVERABLES

Please submit an invoice for the project every three months. Please include three hard copies of the backup and (three) original invoice summary sheets. Please refer to your JPA, Section 6.0 and 7.0, for correct payment provisions through the Department of Transportation. Supporting documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. All invoices must be accompanied by appropriate back up, and check and/or check numbers that paid the invoice. Please contact your Florida Department of Transportation Project Manager for any additional questions before invoicing.

- Quarterly reports are to be submitted every three months.
- Include a detailed project budget with each invoice that delineates expenses with the project, clearly defines the expenses associated with the project as it relates to the scope.
- Provide up-to-date project plans with the quarterly reports.
- Site visits, field reviews and progress meetings may be required by the state project manager to monitor progress of the project.
- If the project scope changes, the FDOT project manager must be notified in writing.

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority, dated _____, referenced by the above Financial Project Number.

DEPARTMENT PROJECT COST

Authorized Project Cost -----	\$ 2,253,505
Standard Contingency-----	\$ 169,437
Unforeseen and Unknown Services Costs-----	\$ 242,295
Department Maximum Project Cost -----	\$ 2,665,237

UNFORESEEN & UNKNOWN SERVICES

These services are unforeseen and unknown and will not be performed unless needed and authorized by the Department. Agency shall notify the Department in the event it is determined that additional services are required and provide a written justification to the Department for its review and approval. If these services are determined to be necessary by the Department, a letter of authorization will be provided to the Agency prior to commencement of work. The letter of authorization shall be signed by the Agency accepting the terms.

TOTAL PROJECT COSTS (Next Page)

**South Florida Freight & Passenger Rail Enhancement Project Phase 1B SFRTA Portion
Cost Estimate**

Category	Amount
10 - GUIDEWAY & TRACK ELEMENTS	\$ 773,044
20 - STATIONS, STOPS, TERMINALS, INTERMODAL	
30 - SUPPORT FACILITIES: YARDS, SHOPS, ADMIN BLDGS	
40 - SITEWORK	\$ 17,275
50 - SYSTEMS	\$ 904,046
Sub-total Construction Elements (SCC 10+20+30+40+50)	\$ 1,694,365
60 - ROW, LAND, EXISTING IMPROVEMENTS	
70 - VEHICLES	
40.08 - SPECIAL CONDITIONS	\$ 288,042
80 - PROFESSIONAL SERVICES	\$ 271,098
90 - ALLOCATED CONTINGENCY	\$ 169,437
Sub-total Non-Construction Elements (SCC 60+70+40.08+80+90)	\$ 728,576
Phase 1B SFRTA Portion Total Cost	\$ 2,422,942
Phase 1B SFRTA Portion FDOT Contribution	\$ 2,422,942
Phase 1B SFRTA Portion Agency Contribution	\$ 0

Summary of all Phase 1B projects including Phase 1B SFRTA Portion

Force Account Distribution for South Florida Freight & Passenger Rail Enhancement Project Phase 1B Projects

Phase 1B SFRTA Portion	\$ 2,422,942
Phase 1B FECR Portion	\$ 3,064,863
FDOT Phase 1B Force Account Cost	\$ 1,579,843
TOTAL Phase 1B PROJECT COST	\$ 7,067,648

Financial Project No. 433514-1-94-02

Contract No. _____

Agreement Date _____

EXHIBIT "C"
(GENERAL - with Safety Requirements)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and South Florida Regional Transportation Authority

800 NW 33rd Street, Suite 100, Pompano, FL 33064

referenced by the above Financial Project Number.

Reference statutes as applicable.

Mark the required Safety submittal or provisions for this agreement if applicable.

Safety Requirements

Bus Transit System - In accordance with Florida Statute 341.061, and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

Fixed Guideway Transportation System - (established) In accordance with Florida Statute 341.061, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety Program Plan, pursuant to Rule Chapter 14-55.

Fixed Guideway Transportation System - (new) In accordance with Florida Statute 341.061, the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule Chapter 14-55. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the system is safe for passenger service.

EXHIBIT D

STATE AGENCY: FDOT

CFDA #: 20.314

TITLE: Railroad Development

AMOUNT: \$ 2,665,237 (\$2,422,942 project contribution + \$ 242,295 unforeseen and unknown services)

AUTHORIZATION: SAFETEA-LU, Public Law 109-59

COMPLIANCE REQUIREMENTS:

Criteria for Selecting Proposals:

The work and cost estimates are reasonable and are within the scope of the appropriation language. For the grants competed, the selection criteria will be specified in the final regulations, and shall include, but shall not be limited to, prioritizing criteria defined in relevant authorizing and appropriations law, and criteria intended to ensure the timely completion of funding projects.

Uses and Use Restrictions:

1. The financial assistance may fund, but is not limited to, rehabilitation or construction of railroads, including planning activities and associated studies. 2. Specific descriptions are based on the language in the authorizing or appropriating legislation and any associated regulations.

Applicant Eligibility:

State governments, Regional and local governments, For-profit organizations, such as railroads.

Beneficiary Eligibility:

State governments, Regional and local governments, For-profit organizations, such as railroads.

Credentials / Documentation:

US Department of Transportation Federal Railroad Administration Assurances and Certification forms <http://www.fra.dot.gov/downloads/admin/assurancesandcertifications.pdf>. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions o Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion-Lower Tier Covered Transactions o Certification Regarding Drug-Free Workplace Requirements o Certification Regarding Lobbying o Assurances-Non-Construction Programs, SF 424E o Certificate of Indirect Costs Assurances - Construction Programs SF-424D.

Pre-application Coordination:

The applicant must submit the following information to the FRA through www.grants.gov: Application for Federal Assistance SF-424 US Department of Transportation Federal Railroad Administration Assurances and Certification forms
<http://www.fra.dot.gov/downloads/admin/assurancesandcertifications.pdf>: Certification Regarding Debarment, suspension, and other Responsibility Matters Primary Covered Transactions. o Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. Certification Regarding Drug-Free Workplace Requirements. o Certification Regarding Lobbying. o Assurances Non-Construction Programs, SF 424E Certificate of Indirect Costs. Assurances - Construction Programs SF-424D Statement of Work Budget. This program is excluded from coverage under E.O.12372.

Application Procedures:

The applicant must submit the following information to the FRA through www.grants.gov: Application for Federal Assistance SF-424 US Department of Transportation Federal Railroad Administration Assurances and Certification forms
<http://www.fra.dot.gov/downloads/admin/assurancesandcertifications.pdf>: Certification Regarding Debarment, suspension, and other Responsibility Matters Primary Covered Transactions. o Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. Certification Regarding Drug-Free Workplace Requirements. o Certification Regarding Lobbying. o Assurances Non-Construction Programs, SF 424E Certificate of Indirect Costs. Assurances - Construction Programs SF-424D Statement of Work Budget.

Award Procedures:

Review the application package to ensure that all required documents are complete and signed by the appropriate person. Review the statement of work (SOW) and budget to ensure the appropriation language requirements are met. Review SOW for technical issues and budget for appropriate costs, including compliance with the National Environmental Policy Act and related laws and orders. Competitive comparison o applications to determine relative satisfaction of published selection criteria might occur for some grants. following selection (if applicable) and after the application package is acceptable to both parties, a grant agreement is drafted, reviewed, and signed upon agreement by both parties.

Deadlines:

On a case-by-case basis as posted for a project on www.grants.gov.

Formula and Matching Requirements:

Formula and matching Requirements: These programs have no statutory formula. Some grantees will be required to provide a match from non-program funds toward the grant budget. This program has MOE requirements; see funding agency for further details.

Length and Time Phasing of Assistance:

No restriction on period of time the assistance normally is available. Assistance is usually awarded upon request for reimbursement.

Reports:

The grantee shall submit the following reports: Quarterly progress reports giving an account of significant progress (findings, events, trends, etc.) made during the reporting period, and a description of any technical and/or cost problems encountered or anticipated that will affect completion of the grant. Quarterly financial status reports using SF 269 or 269A, Financial Status Report.. Quarterly Federal Cash Transactions reports using SF 272, Federal Cash Transaction Report. Final report giving details of the results and benefits of the Grantee's improvement efforts.

Audits:

In accordance with the provisions of OMB Circular No. A-133 (Revised, June 24, 1997), "Audits of States, Local Governments, and Non-Profit Organizations," nonfederal entities that receive financial assistance of \$300,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Nonfederal entities that expend less than \$300,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in Circular No. A-133.

Records:

The grantee must keep satisfactory records with regard to the use of the property, equipment, and supplies and submit these records to FRA upon request.

Regulations, Guidelines and Literature:

These two Acts and associated regulations provide the primary guidance for this program: The National Environmental Policy Act of 1969 as amended (42 USC 4321 et seq.), and related laws Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (Public Law 109-59).

Tiger Grant Requirements

a) Buy America Certification

The Grantee shall comply with the Buy America provisions set forth in 49U.S.C. 24405(a) for the Project with respect to the use of steel, iron, and manufactured goods produced in the United States, subject to the conditions therein set forth.

b) Davis- Bacon Act

The Grantee agrees that it will comply with the provisions of the Davis - Bacon Act, 40 U.S.C. 3141, et seq., as is specified in the Act.

Exhibit E

Memorandum of Agreement

South Florida Freight and Passenger Rail Enhancement Project

This Memorandum of Agreement is made as of this ____ day of _____ 2015, among the State of Florida Department of Transportation ("FDOT"), South Florida Regional Transportation Authority ("SFRTA"), CSX Transportation Inc. ("CSXT") and Florida East Coast Railway ("FECR"), hereinafter collectively referred to as the "Parties" relating to the design and construction of the South Florida Freight and Passenger Rail Enhancement Project ("Project").

Recitals

Whereas, the FDOT in coordination with the Federal Railroad Administration (FRA) conducted a South Florida Freight and Passenger Rail Enhancement Study to evaluate proposed rail connections between the existing South Florida Rail Corridor ("SFRC") and the FECR Corridor to provide improved freight connectivity; and

Whereas, based upon the findings of said study the FDOT received a TIGER Grant to design and construct these connections under the South Florida Freight and Passenger Rail Enhancement Project ("Project") to better link FECR's and SFRC's major railroad Corridors to provide improved capacity for freight rail service; and

Whereas, advanced planning is underway by the Parties to potentially link the existing passenger operations on the SFRC with new and rerouted passenger service to operate on the FECR Corridor, which would use these connections to improve passenger rail service in the region; and

Whereas the Project will be implemented in three phases; the first referred to as Phase 1A (FM # 434948-1), to rehabilitate the existing partial SFRC/FECR connection at Northwood (Palm Beach County), the second known as Phase 2 (FM # 434948-2), to design and construct a new single track for the remaining connecting movements at the Northwood Connection and the third, Phase 1B (FM # 433514-1), to design and construct a new single track connection at the existing IRIS crossing (Miami Dade County); and

Whereas, the Parties to this Agreement have agreed to contribute funding and to perform services in furtherance of the Project and this Memorandum of Agreement is intended to provide a general outline of the Parties duties and responsibilities for the completion of the Project;

Whereas the Parties agree that it is in the best interest of the public to promote a cooperative effort for this Project.

NOW THEREFORE, the Parties agree as follows:

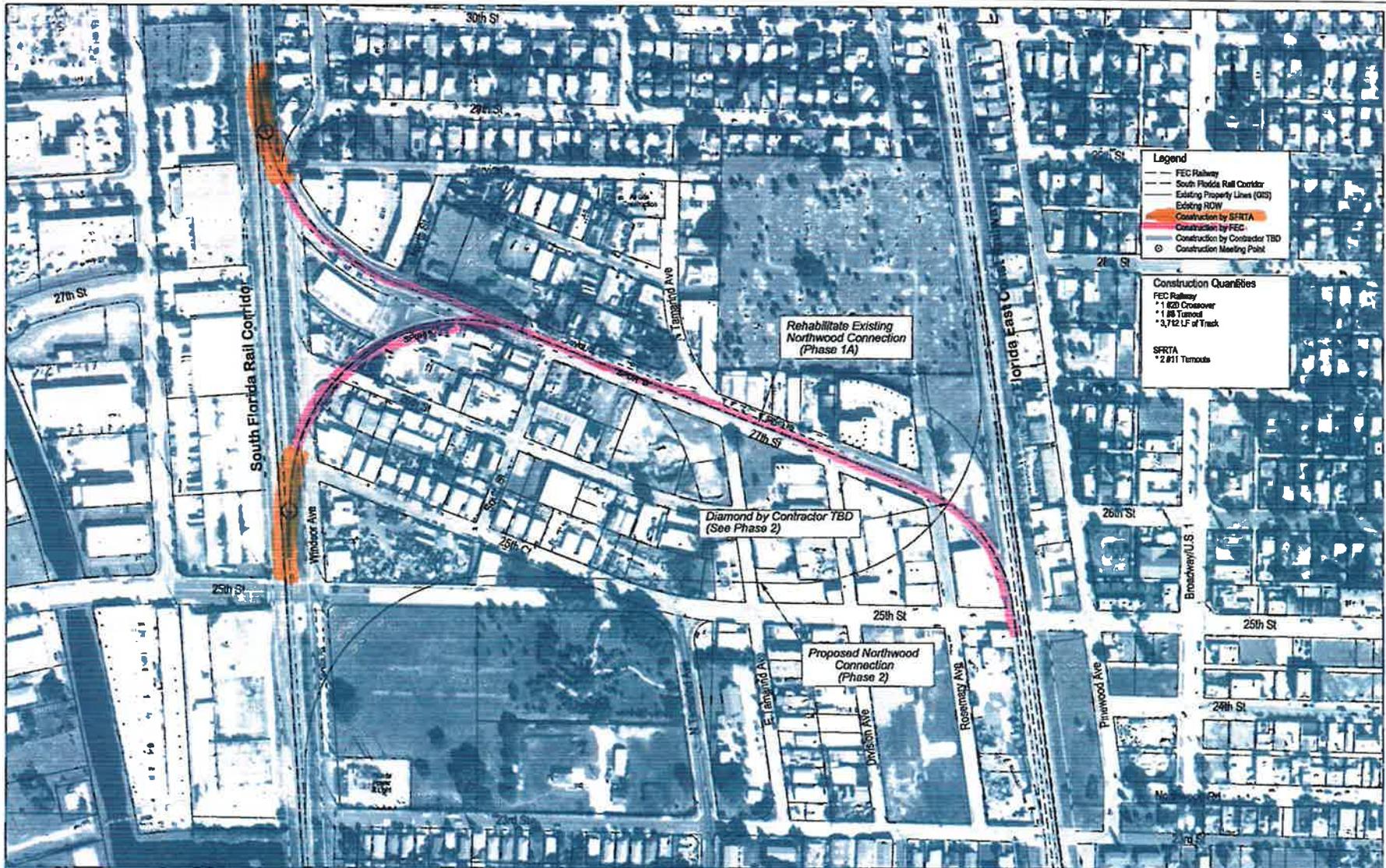
- 1. The above recitals are true and correct and are incorporated herein by reference.**
- 2. Right-of-Way: The Project is being constructed in three separate and distinct phases. Two of the phases are located at Northwood in Palm Beach County, however, only Phase 1A has the requisite right-of-way for the construction of the Project. Phase 2 right-of-way efforts are currently underway and it is anticipated that right of way will be available for construction in 2017. Right-of-way for construction of Phase 1B, IRIS in Miami Dade County is also currently available. The Department will be responsible for acquiring all the right of way required for this Project. Once the right of way for phase 2 is acquired it will be maintained by SFRTA on behalf of FDOT.**
- 3. Funding: The current estimate for the Project is \$47.5 million dollars of which the FRA TIGER grant will provide funding of not more than \$13,750,000. CSX-T by separate agreement will contribute \$ 1 million dollars towards the Project. The Parties to this agreement have agreed to contribute funding as follows: SFRTA will contribute \$2.5 million; and FECR will contribute \$1 million, and FDOT will provide the remaining Project funds up to the budgeted amounts as stated in the separate funding agreements.**
- 4. Construction: Phase 1A and 1B will be constructed with a combination of SFRTA and FECR forces. The division of work effort for Phase 1A is as depicted in Exhibit A, entitled Northwood Phase 1A Construction Responsibility. The division of work effort for Phase 1B is as depicted in Exhibit B, entitled Iris Phase 1B Construction Responsibility. Phase 2 will be constructed by FDOT's contractor, SFRTA and FECR. SFRTA and FECR will construct the tie-ins located to their respective Corridors and FDOT will let a contract for the construction of the remaining portions of Phase 2, as depicted in Exhibit C, entitled Northwood Phase 2 Construction Responsibilities. It is anticipated that the Phase 2 Project will require the construction of some additional features such as landscaping, curb, fencing, etc. as well as the relocation of utilities. These additional activities will be FDOT's responsibility.**
- 5. Design: The Department has completed 30% design plans for Phases 1A and 1B of the Project and such plans will be made available to the Parties. It is intended that the designated Party constructing each segment of each Phase will complete their respective plans and will coordinate with one another to ensure a smooth transition between the segments of the Phases. It is understood that Phase 2 will be designed by FDOT and constructed by FDOT, FECR and SFRTA after the right-of-way has been acquired. The Project shall be designed based on the best generally accepted industry standards and all applicable FRA track and signal standards. Should the CSXT standard with respect to grade, degree of curvature, clearances or breaking distances (the "CSXT**

Standards”) be more restrictive than any other standard, then the designated party shall apply the more restrictive CSXT standard.

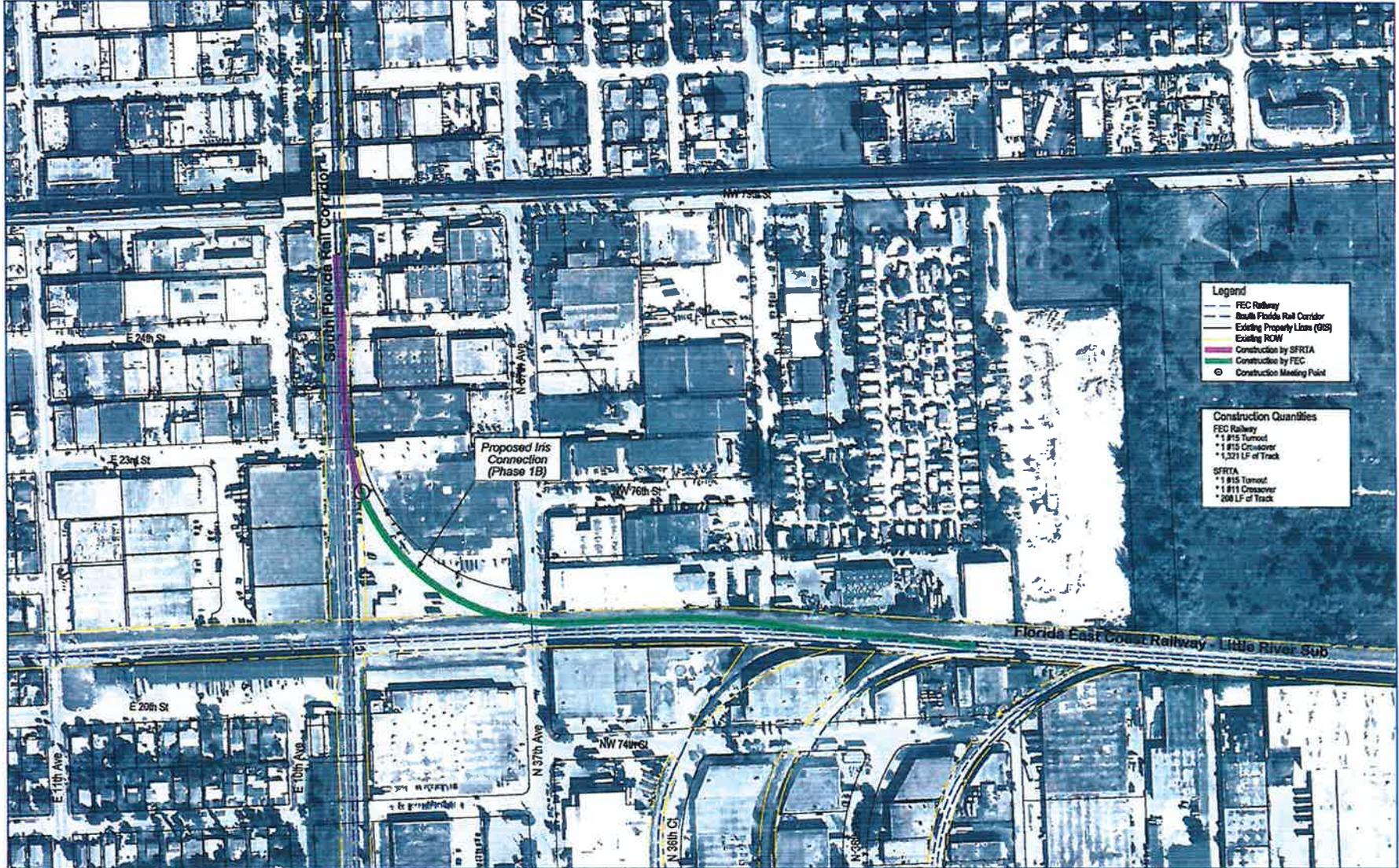
6. **Flagging:** FECR and SFRTA shall provide flagging on their respective segments, and will provide flagging for FDOT as required.

Schedule: The terms and conditions of the TIGER Grant require that construction of the Project be completed by July 2018. The Parties recognize that time is of the essence with regard to completion of this Project and will commit adequate staff and resources to ensure that the Project is constructed in accordance with the schedule contained within the Statement of Work (“SOW”) attached as Exhibit D which sets forth the conditions and requirements of the TIGER Grant for the Project.

7. **Review:** Plans shall be submitted to all Parties for review at 60% and 100% completion. The Parties agree to provide review and comment of plans within 30 days of receipt. CSXT review will be limited to the engineering plans for the actual connections to the SFRC.
8. **Tiger Grant Conditions:** Per the conditions and requirements in the SOW, the Parties agree to provide the data to support all compliance measures of the Grant in accordance with the schedule established for the reporting periods.
9. The FRA is planning to monitor this project to determine whether the goals set forth in the TIGER grant will be achieved in the future. The Parties will cooperate in providing train movement lists, accident statistics, and other data required by the compliance measures of the grant without undue collection burden to the FRA for a period of six (6) years beginning October 31st 2014.
10. The Parties agree to work cooperatively to achieve the objectives of the Project to facilitate and enhance the movement of freight and passenger service in South Florida.
11. **Other Agreements:** The Parties recognize that this document is simply the first of a number of agreements reflecting the commitment of the Parties to the Project and that additional agreements will be required by and amongst the Parties to provide for the funding, design, and construction, of the Project and to satisfy the requirements of the TIGER Grant. Further, prior to train operations on the Project, agreements will be required by and amongst some or all of the Parties addressing matters including but not limited to access, maintenance, dispatch and Positive Train Control. The Parties agree to work together and execute such agreements as are necessary to successfully complete the Project and comply with the requirements of the TIGER Grant.



REVISIONS		DESCRIPTION	Engineer of Record: Erin E. Trahan, P.E. P.E. License No.: 75177 CH2M HILL, INC. 225 E. ROBINSON STREET SUITE 505 ORLANDO, FL 32801-4322 CERT. OF AUTHORIZATION NO. 000072	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			NORTHWOOD PHASE 1A CONSTRUCTION RESPONSIBILITY	SHEET NO.
DATE	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
			NWOOD	PALM BEACH	434948-2-52-01			



Legend

- FEC Railway
- South Florida Rail Corridor
- Existing Property Lines (BIS)
- Existing ROW
- Construction by SFRTA
- Construction by FEC
- Construction Meeting Point

Construction Quantities

FEC Railway

- * 1 #15 Turnout
- * 1 #15 Crossover
- * 1,321 LF of Track

SFRTA

- * 1 #15 Turnout
- * 1 #15 Crossover
- * 200 LF of Track

REVISIONS	
DATE	DESCRIPTION

Engineer of Record: Erin E. Trahan, P.E.
 P.E. License No.: 75177
 GR2M HILL, INC.
 225 E. ROBINSON STREET
 SUITE 502
 ORLANDO, FL 32801-4322
 CERT. OF AUTHORIZATION NO. 000072

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
IRIS	MIAMI-DADE	433514-1

IRIS PHASE 1B
CONSTRUCTION RESPONSIBILITY

SHEET NO.

Exhibit B



REVISIONS		DESCRIPTION	Engineer of Record: Erin E. Trahan, P.E. P.E. License No.: 75177 CH2M HILL, INC. 225 E. ROBINSON STREET SUITE 505 ORLANDO, FL 32801-4322 CERT. OF AUTHORIZATION NO. 000072	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			NORTHWOOD PHASE 2 CONSTRUCTION RESPONSIBILITY	SHEET NO.
DATE	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
			MWOOD	PALM BEACH	434948-2-52-01			

Exhibit C

Exhibit D
STATEMENT OF WORK
South Florida Freight & Passenger Rail Enhancement Project

1.0 BACKGROUND

Between 2000 and 2010 the Miami-Fort Lauderdale-West Palm Beach, Florida metropolitan area comprising Miami-Dade, Broward and Palm Beach counties experienced approximately 11.1% population growth, accounting for more than 5.5 million people as of the 2010 Census. Much of this growth in population has been focused on the east coast – population density on the coast is three times that in the western section of Miami-Dade County. Rapid population growth is expected to continue in the foreseeable future.

There are two north-south rail corridors within the aforementioned metropolitan area that run mainly parallel to each other, but that are not fully interconnected. The existing South Florida Rail Corridor (SFRC) is generally west of I-95 and accommodates CSX Transportation (CSXT) freight operations as well as Amtrak intercity passenger service and Tri-Rail commuter rail. The Florida East Coast (FEC) freight customers are served through the FEC corridor to the east of the SFRC. Phased improvements to rehabilitate and enhance the existing partial SFRC and the FEC Railway Corridor connections at the Northwood Connection (Palm Beach County) and the existing IRIS crossing (Miami-Dade County) will better link these two major freight corridors, providing, providing improved freight connectivity. Integrating these rail corridors will facilitate improved intermodal connectivity to the major intermodal freight centers and multi-modal centers within the region.

The *South Florida Freight and Passenger Rail Enhancement* projects include the following improved rail connections:

- Phase 1A: Rehabilitate Existing Northwood Connection, Financial Project Number: 434948-1; Palm Beach County
- Phase 1B: IRIS Northeast Connection, Financial Project Number: 433514-1; Miami-Dade County
- Phase 2: New Northwood Connection, Financial Project Number: 434948-2; Palm Beach County

The existing Northwood Connection is located in the Northwood community north of downtown West Palm Beach. Historically, this connection served freight rail industry customers. The existing connection provides direct connections to the SFRC on the west (northbound and southbound) and a direct connection to FEC southbound. The existing railway is oriented in a northwest/southeast direction between the two existing railroads. The existing rail connection is in poor condition and in a state of disuse, limiting freight mobility. This project will rehabilitate the Northwood Connection and restore former freight connectivity. Phase 2 (New Northwood Connection) involves a new alignment connecting northbound FEC Railway to the southbound SFRC. The proposed alignment is located within the existing Northwood Industrial District approximately 500 feet to the south of the existing Northwood Connection.

The existing IRIS junction, at the intersection of the SFRC and FEC Railway, is located in the City of Hialeah in Miami-Dade County just south of the existing Tri-Rail/ CSXT Hialeah maintenance facility (adjacent to the SFRC). The existing IRIS junction is located approximated 4.5 miles west of the FEC along the existing FEC Little River Connection. The Little River Connection track originates at the FEC mainline near 71st Street and primarily supports access to FEC freight industry customers and intermodal centers to the southwest including the FEC Hialeah Intermodal yard and the South Florida Logistics Center adjacent to Miami International Airport (MIA). The IRIS NE connection would provide a missing short connector track between the SFRC and the FEC Little River Connection.

Future growth and success of the Southeast Florida region depends on the safe and efficient movement of people and goods. The rail connections proposed by this project represent a critical opportunity to expand the South Florida freight network by completing rail connections between these two adjacent rail corridors in South Florida.

The South Florida Freight & Passenger Rail Enhancement Project (Project) aims to address both short-term and long-term transportation needs in the region. In the short term, the proposed connections between the FEC and SFRC corridors will allow for essential connectivity and flexibility for freight movement in the region. Maintaining intermodal connectivity and satisfactory freight operations on both the FEC and SFRC is essential to serving the movement of goods and people efficiently in the region. Existing freight service provides an efficient and highly economical mode of transportation to support the transfer of intermodal freight between major industries and major Strategic Intermodal System (SIS) transportation hubs including airports, seaports and intermodal yards. Some of the anticipated benefits of the project include:

- Expand freight capacity to accommodate growth of our three South Florida ports: Port Miami, Port Everglades, and Port of Palm Beach.
- Alternate, adjacent routes to redistribute freight rail traffic for a more efficient utilization of our two existing rail corridors.
- Operational flexibility for future passenger rail services.

In the long-term the proposed connections will prepare the rail network for increased passenger service in the area by allowing for some freight traffic on the FEC corridor to be realigned to the SFRC, opening up capacity on the FEC and allowing reintroduction of passenger rail service on that corridor, currently under study by the Florida Department of Transportation (FDOT or Grantee) within the FEC corridor. The importance of the Project is best demonstrated by describing the existing and planned freight and passenger services that must be accommodated on the subject rail corridors. The existing Northwood Connection would ultimately serve freight customers between the SFRC and the FEC and provide critical direct northbound access to the CSX Integrated Logistics Center. The New Northwood Connection provides the critical direct northeast to southwest connection to facilitate freight integration to/from the south to efficiently serve freight operations in the southeast region of Florida. The New Northwood Connection would also serve potential future Amtrak passenger rail and the planned Tri-Rail Coastal Link service (integrated with existing Tri-Rail). The IRIS NE Connection will provide access to the Hialeah maintenance facility and to multimodal centers to the north while creating freight connectivity from Port Miami.

This grant will provide funding for the final design and construction of the three aforementioned improved rail connections, including all track and signal work.

2.0 GENERAL OBJECTIVE

Through this grant agreement, the Federal Railroad Administration (FRA) provides the Grantee with funding to complete the Project. The Project leverages significant past capital investment by making very strategic, targeted spot improvements in the rail network to yield a large gain in rail mobility in the region. The Project would provide the following freight mobility enhancements:

- Enhanced connectivity to multimodal logistic centers including the CSX Integrated Logistics Center (Winter Haven) and the South Florida Logistics Center
- Improved freight mobility to/from Port Everglades, Port Miami, and Port of Palm Beach
- Freight integration between FEC and CSXT to increase efficiency of freight traffic
- Provides Rail access to the Hialeah maintenance facility from the east

- Enhanced capacity on roadway network due to freight efficiency

The Project will improve freight connectivity between the existing SFRC and the FEC Railway to accommodate existing freight traffic and the projected growth in freight rail operations following the expansion of the Panama Canal and freight intermodal improvements at Port Miami, Port Everglades, and the Port of Palm Beach. Providing these integral connections will enhance freight and passenger rail mobility in South Florida and improve statewide freight connectivity to central Florida, northern Florida, and the Atlantic Seaboard.

3.0 PROJECT LIMITS

The project leverages significant past capital investment by making very strategic, targeted improvements in the rail network to yield a large gain in rail mobility in the region. Given this, the Project has been divided into three phases (as described in further detail below in section 4.0) all of which are located in Southeast Florida. Each phase of the Project involves separate rail alignments and will be constructed independently to provide immediate freight mobility benefits. The proposed Northwood connections are in West Palm Beach and the IRIS rail connection is in northern Miami-Dade County.

The existing Northwood Connection is a single-track rail alignment connecting the FEC Railway at approximately mile post 297.71 with the SFRC in the Northwood community north of downtown West Palm Beach at approximately mile post 968.2 (between CP Gator and CP Coral).

The existing IRIS junction is located in northern Miami-Dade County just south of the existing Tri-Rail/CSXT Hialeah maintenance facility (adjacent to the SFRC) and approximately 4.5 miles west of the FEC along the existing Little River Connection. The new interchange track will originate at the FEC Little River Connection approximately 0.2 miles east of NW 37th Avenue at mile post 4.35 (LR), and will connect with SFRC at approximately mile post 1034.08 (between CP 79th Street and CP 71st Street).

4.0 DESCRIPTION OF WORK

Project Phases and Description

To expedite Project delivery, the Project has been divided into three phases.

Specific details on the estimation of the Project items and cost can be found in the FDOT Long Range Estimate (LRE) that is included as Attachment 3 (Approved Project Budget).

Phase 1A

Phase 1A of the Project will rehabilitate the existing Northwood Connection track and facilitate freight integration between the SFRC and the FEC corridor in Palm Beach County. The Phase 1A improvements include:

- Track work: rehabilitation and replacement of 3,725 linear feet of existing track with 136# Continuously Welded Rail (CWR), two new #15 turnouts at connection points on the SFRC, one new #15 turnout at the connection point on the FEC and one new #10 turnout on the connection track west of South Street at the wye. The rehabilitation will require approximately 1,863 concrete cross ties at 24" on center spacing. The existing track class for the Northwood Connection is Excepted and the track will be rehabilitated to Class 2 track (design speed is 15 mph for freight).
- Grade Crossing Improvements: necessary grade crossing surface improvements and an upgraded gate warning and protection system at six modified grade crossings including: Windsor Avenue near Service Road (628105C), Windsor Avenue north of 25th Court (628114B), 26th Street

(628115H), Tamarind Avenue (628106J), Division Avenue (628110Y), and Rosemary Avenue (628112M).

- Systems Upgrades: implementation of Positive Train Control (PTC) in coordination with FEC and CSXT over the rehabilitated track to facilitate future integrated passenger rail service and the addition of new signals to the point of connections along the FEC and SFRC.

No right-of-way impacts are anticipated with this track rehabilitation.

Phase 1B

Phase 1B of the Project will construct a new IRIS Northeast (NE) Connection consisting of a new single track connection to allow westbound movements from the FEC along the Little River Connection to SFRC and the Tri-Rail / CSXT Hialeah maintenance yard.

The Phase 1B improvements include:

- Track work: construction of 1,700 linear feet of new track with 136# CWR, one new #11 turnout at the point of connection along the SFRC, one new #15 turnout at the point of connection along the FEC, one new #11 crossover on the SFRC mainline and one new #15 crossover on the FEC mainline for flexibility. The new track will require approximately 850 concrete cross ties at 24" on center spacing. Class 2 track is proposed (design speed is 20 mph for freight).
- Grade Crossing Improvements: necessary grade crossing surface improvements and an upgraded gate warning and protection system at NW 37th Avenue (272734B)
- Systems Upgrades: implementation of PTC in coordination with FEC and CSXT over the new track to facilitate future integrated passenger rail service and the addition of new signals to the point of connections along the FEC and SFRC.

No right-of-way impacts are anticipated with this track rehabilitation.

Phase 2

Phase 2 of the Project will provide a New Northwood Connection with the construction of a single track connection on a new alignment connecting northbound FEC in the NE quadrant to southbound SFRC in the SW quadrant. The Phase 2 alignment provides full connectivity between the SFRC and FEC mainlines while minimizing the impact to the culturally sensitive area.

This Phase will eliminate the need for reverse movements under Phase 1A, resulting in both time and cost savings for freight operations. The elimination of a reverse movement on the FEC improves the capacity of the mainline for other freight service and future passenger service. The completion of both Phase 1A and Phase 2 will provide direct SFRC/FEC connections for each potential integrated freight movement.

- Track work: 3,150 linear feet of new track with 136# CWR including two new #15 turnouts, one at each of the connections points along the FEC and SFRC, two new #15 crossovers, one on the FEC and one on the SFRC mainline for flexibility, and a crossing diamond to maintain the rehabilitated existing connection identified in Phase 1A. The new track will require approximately 1,575 concrete cross ties at 24" on center spacing. Class 2 track is proposed (design speed is 20 mph for freight).
- Grade Crossing Improvements: necessary grade crossing surface improvements at one modified grade crossing and the installation of five new grade crossings with gate warning and protection systems including: Windsor Ave south of 25th Street (NCX1, new crossing), 25th Street east of Windsor Avenue (NCX2, new crossing), 25th Court north of 25th Street (NCX3, new crossing),

N. Tamarind Avenue between 25th Street and 26th Street (NCX4, new crossing), Division Avenue between 27th Street and 25th Street (NCX5, new crossing), and Rosemary Avenue between 27th Street and 25th Street (modification of existing crossing 628112M). It should also be noted that the Windsor Avenue crossing (NCX1) is a private crossing. At this location Windsor Avenue is a gated service road between 23rd Street and 25th Street.

- Systems Upgrades: implementation of Positive Train Control (PTC) in coordination with FEC and CXST over the new connection and the addition of new signals to the point of connections along the FEC and SFRC.
- Right-of-Way Acquisition: a total of 1.96 acres on 15 parcels will be permanently acquired with four existing businesses requiring relocation.

Project Tasks

All the following tasks and sub-tasks are to be applied to all three phases unless otherwise noted.

Task 1: Development of Detailed Work Plan and Project Management Plan

The Grantee will complete and submit the following requirements to FRA:

Task 1a: Detailed Work Plan

The Grantee will prepare or cause to be prepared a Detailed Work Plan. The objective of a Detailed Work Plan is to provide details on tasks and subtasks identified in the Statement of Work. Specifically the Detailed Work Plan describes, in detail, the steps to be taken to implement the Project and provides an updated budget, and schedule to match the scope of work to be completed. After the construction bid is awarded, the Grantee will submit to FRA an updated Detailed Work Plan budget and schedule. The Detailed Work Plan shall include the following information:

- Overview
 - The location of the Project or study area, including geographical and physical boundaries (i.e. mileposts, names of municipalities, etc.), include a map of the Project area keeping the scale of the map appropriate for the nature of the Project.
- Environmental Determination
 - Identify the appropriate National Environmental Policy Act (NEPA) document (i.e., Categorical Exclusion, Environmental Assessment, etc.) covering the scope of this Project and the date FRA issues NEPA clearance.
- Description of Work
 - Any public or agency comments about the Project, including issues or concerns and the public outreach or involvement conducted and planned for the Project.
 - Describe in detail the activities to complete tasks for the Project, identify key milestones or other checkpoints to be used to monitor progress.
 - Identify work products and deliverables for the grant and the roles and responsibilities of partners/stakeholders in executing, reviewing and approving them.
 - Summarize design criteria that will be used by the Project team and how they relate to realizing the Project outcomes (i.e. service outcomes, design speed, track work, etc.).
 - Identify agreements and permits required for implementation.
- Schedule

- Detailed schedule to include timeframes for completing major processes, reaching milestones, and finalizing work products/deliverables within each task.
- Budget
 - Align budget line items to FRA's Standard Cost Categories.

Task 1b: Project Management Plan

The Grantee shall develop, or cause to be developed, a Project Management Plan (PMP). A PMP is the Grantee's overarching Project implementation plan that spans the entire period of the Project. It should describe a Grantee's approved policies, practices, and procedures related to the management, design, and construction for each of the Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grants. A PMP should include the following sections:

- A description of the scope of work for the Project;
- Adequate staff organization with well-defined reporting relationships, statements of functional responsibilities, job descriptions, and job qualifications;
- Organizational structures, management skills, and staffing levels required throughout the Project;
- A document control procedure and recordkeeping system;
- Procedures for monitoring and controlling project costs, schedule, and scope to ensure they don't exceed or deviate from the requirements;
- Risk management plan identifying potential risks and methods to manage those risks as well as describing procedures for monitoring, identifying and managing future risks as they arise;
- A change order procedure that includes a documented, systematic approach to handling Project scope, budget and scheduling changes;
- Quality control and quality assurance functions, programs and responsibilities for the Project;
- A documented system health and safety plan for the entire Project lifecycle;
- If applicable, description of required safety certifications and processes;
- Identification of required stakeholder agreements, right of way agreements, and other critical third party agreements and the process for obtaining those agreements;
- Required government actions or approvals;
- Material testing policies and procedures, if applicable to the Project;
- Internal plan implementation, communications and reporting requirements;
- Criteria and procedures to be used for testing the operational system or its major components

Task 1 Deliverables: Detailed Work Plan; Project Management Plan

Task 2: Preliminary Engineering

The Grantee will prepare, or cause to be prepared, Preliminary Engineering (PE), which will include analysis and design work, the collection of more detailed information by conducting field investigations, other technical studies, and production of engineering plans. This work builds upon and refines and analyses the information produced during the Planning phase, to produce construction plans, specifications and cost estimates to 30% complete. The Preliminary Engineering Plans shall document the following proposed design elements:

- Track infrastructure

- Grade crossing improvements and related roadway/drainage plans
- Signaling and communications equipment
- Utility adjustments and/or relocations
- Right-of-Way plans (Phase 2 only)

The following sub-tasks will support development of the 30% Preliminary Engineering Plans:

Sub-Tasks:

- Preliminary Design Data Collection (Survey, Geotechnical Testing and Phase 2 Contamination Testing)
- Develop Design and Construction Criteria
- Design Analysis (Railroad Assessment, Roadway Assessment, Drainage Assessment, Preliminary Geotechnical Assessment, Traffic Analysis, Utility Assessment)
- Draft Preliminary Plans Development (30% Design) including specifications
- Updated construction cost estimates
- Public Involvement during design phase (as appropriate)
- Value Engineering
- Establish Right-of-Way Requirements/Right-of-Way Mapping (Only for Phase 2).
- Final Preliminary Plans Development (30% Design)
- Right-of-Way Acquisition (Only for Phase 2)
- Right-of-Way Clear Considerations for Request for Proposal (RFP) Development (optional pending procurement for Final Design of Phase 2)
- Prepare RFP for Design-Build for Phases 1A and 1B (for subsequent design and construction) – optional pending any final design and construction services (landscaping, etc.) not included in the Joint Rail Project Agreement (JRPA) governing construction (see Task 5 for more detail)

The Grantee will complete, or cause to be completed, and submit Draft and Final 30% Preliminary Engineering Plans as deliverables to FRA for approval to document the Preliminary Engineering activities. The Preliminary Engineering Plans will be developed through a coordinated work effort with the project partners and must be approved by FRA prior to the start of construction (or Task 3 (Final Design for Phase 2)). The 30% Design package shall include the following elements:

- Project Maps - scale maps or scale aerial photography of existing conditions at a scale of one inch = 100 to 500 feet depending on complexity of location. In some cases, where the project is primarily oriented towards track rehabilitation, a sufficiently annotated set of track charts may be sufficient for adequately defining the work limits for these project elements instead of scaled drawings. For supplementary alterations, the track charts may require additional details including scaled drawings of minor reconfigurations and enhancements.
- Design Plan Sheets - design plan drawings overlaid on maps/photography showing existing right-of-way limits along with railroad ownership; proposed track changes including removals and installations; track centers, track speeds, turnout sizes curve and spiral data; vertical profiles and grades of existing and proposed construction; typical cross sections to scale showing the proposed work to existing conditions for each change in track configuration and at other locations requiring retaining walls or right-of-way acquisitions; public and private at-grade crossings; and public transit services and facilities.
- Signal Design Plans/Specifications - For complex or dense track configurations, drawings of existing and proposed signal design; and the drawings will include route and aspect charts, preliminary block design, and signal equipment locations.

- Design submittals should include a title sheet identified with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations.
- The Grantee will obtain signature approval of the preliminary engineering cover sheet by all stakeholders impacted by the proposed track configuration and signal plan.

Task 2 Deliverable: 30% Preliminary Engineering Design Plans for all phases

Task 3: Final Design

Phases 1A and 1B (Not applicable)

After the completion of Task 2 (Preliminary Engineering), Phases 1A and 1B will be constructed as Design-Build projects. Therefore, advanced engineering activities beyond 30% Preliminary Engineering Plans will not be conducted for Phase 1A or 1B prior to procuring Design-Build Services. Refer to Task 4 (Procurement) for additional details.

Phase 2 Only

Pending FRA approval of the Preliminary Engineering activities included in Task 2, the Grantee will be able to enter into the Final Design stage for Phase 2 of the Project in which the Preliminary Engineering Design deliverables will be updated, as necessary, and submitted to FRA for acceptance. During Final Design, the Grantee will conduct additional engineering activities to advance the Preliminary Engineering documents to 100% plans (construction bid packages) of Plans, Specifications and Estimates to allow for construction of the project. The Grantee will perform Final Design (100% design) for Phase 2 of the Project in accordance with the Preliminary Engineering documents developed under Task 2.

Final Design documents will be approved and signed by all stakeholders. Also, Final Design documents will include sufficient documentation for a contractor to bid and complete the work. The 100% Final Design production package will include 100% Design Plans, Specifications and a Construction Estimate. FRA will provide written acceptance of the Final Design deliverables and authorization to proceed to Task 4 (Procurement).

Task 3 Deliverable: 100% Preliminary Engineering Design Plans (Phase 2 only) – Plans, Specifications and Estimate

Task 4: Procurement

Florida law requires state agencies using certain professional consultants to acquire the services of those consultants by competitive negotiation. The process mandated by statute (Florida Statutes 287.055), administrative rule (Rule 14-75), and departmental operating procedures requires a competitive selection of the consultants based on qualifications, followed by a negotiation process to establish a fee for the desired services. FDOT's process for procuring and administering the design and construction of a project(s) within one contract is summarized in FDOT Procedure 625-020-010-k (Design-Build Procurement and Administration) and is included as an attachment to this document. All contractors performing construction services will be required to comply with FDOT's procurement procedures. As Grantee, FDOT will ensure all procurement processes comply with FDOT procedures.

The contractor has an obligation to finish the remaining design work, complete construction work as written in Design-Build contract documents (e.g. design drawings, specifications), and follow the FDOT

procurement procedures and other departmental procedures referenced in the RFP in order to receive payment.

Phases 1A and 1B (Design-Build) - optional procurement activities

Construction of the Phase 1A and 1B improvements are anticipated to be completed by Force Account under contract with FEC and SFRTA. FDOT may conduct procurement activities for Design-Build final design and construction services (i.e. landscaping, etc.) depending on the final terms of agreements with FEC and SFRTA. The Project Management Plan and Detailed Work Plan will include detailed descriptions of project development activities to be conducted by each project partner.

A Joint Rail Project Agreement (JRPA) has also been initiated between FDOT, FEC and SFRTA to allow for the funding of Design-Build final design and construction activities on FEC, SFRTA and FDOT right-of-way. This JRPA outlines the parameters by which, upon securing TIGER funding, FDOT as Grantee will provide management oversight for the infrastructure improvements and ensure funding distribution for construction activities. Terms included in this agreement are: those items that the FEC or SFRTA must accomplish; project cost; FDOT departmental participation; retainage; project budget and payment provisions; the required accounting records; and requisitions and payments.

This JRPA will stipulate that neither SFRTA nor FEC shall execute any contract or obligate itself in any manner requiring the disbursement of FDOT joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the Project without the written approval of FDOT. The JRPA shall require all parties to comply with provisions of Chapter 287, Florida Statutes (the Consultants' Competitive Negotiation Act).

Phase 2 only (Design-Bid-Build)

For Phase 2, FDOT will conduct procurement activities for the selection of a contractor to construct the Phase 2 improvements following the completion of Task 3 (Final Design). FDOT procures construction services such as roadway, rail and bridge construction. These services are acquired in accordance with Section 337.11 Florida Statutes. Construction advertisement and qualification information can be found on the Office of Contracts Administration Home Page. Prospective bidders shall be prequalified according to the requirements of FDOT Rule Chapter 14-22.

Task 4 Deliverable(s): JRPA for Phases 1A and 1B, Construction Bid Package for Phase 2

Task 5: Construction

Construction shall begin on the date established in the owner-contractor agreement or set out in the notice-to-proceed. From this point forward, Project meetings are normally conducted at the construction site, and many new team members participate. Each meeting agenda includes the status of construction phase activities, and the contractor and primary subcontractors report on the progress of construction in their areas. Requests for information, Project change documents, submittals, and payment applications are among the items that need to be monitored and tracked. The FDOT-PM primary goal is to protect the owner's interest at all times and get the progress report and quality of the work from the construction CEI while keeping the submittal review flowing and maintaining control of the contract documents. The final contract documents will be specified in the RFP or construction bid package as required by FDOT from the Design-Build Firm or Contractor upon completion of the project include: as-built final plans, computer files containing the as-built design plans, engineering reports, shop drawings, test results,

documentation, daily reports, quantities list, warranties for equipment installed on the project, and certificate of occupancy, etc.

The following sub-tasks are included in the Construction Phase. The sub-tasks are applicable to the Project (all phases) unless specified.

Sub-Tasks:

- Pre-Construction Meeting
- Kick-Off Meeting
- Plans Review 90% and 100% (applicable to Phases 1A and 1B only)
- Plans Released for construction (applicable to Phases 1A and 1B only)
- Construction Progress Meetings
- Request for Information
- Construction Revisions
- Complete construction
- Final Acceptance of construction

Anticipated construction activities for each project are defined below.

Phase 1A (Design-Build)

Sitework and Temporary Maintenance of Traffic—FDOT will provide management oversight and enter into a contract with FEC and SFRTA who will complete Design-Build activities through force account agreements as described in Task 4. Through this contract, FDOT will accomplish the following sitework as pre-construction activities.

- Clearing/demolition of any former track
- Utility relocations (as applicable)
- Temporary grade crossing closures (as applicable)
- Drainage pipe modifications (as applicable)

Construction - FDOT will accomplish the necessary construction activities to complete the description of work described in Tasks 2 and 3 (Preliminary Engineering and Final Design) through the Design-Build Team.

- Preparation of trackbed
- Construction of trackbed and track infrastructure
- Installation of grade crossing panels

Communication and Signaling - The following communication and signaling work will be performed by the Design-Build Team involving FEC and CSXT coordination and FDOT management oversight:

- Installation of signals for the new turnouts
- Integration of the new signals and turnouts into the dispatching system
- Upgrades and/or modifications to existing grade crossing protection systems

Final Site Development – Through the Design-Build Team, FDOT will accomplish final site development activities including landscaping and signage.

Phase 1B (Design-Build)

Sitework and Temporary Maintenance of Traffic—FDOT will provide management oversight and enter into a contract with FEC and SFRTA who will complete Design-Build activities through force account

agreements as described in Task 4. Through this contract, FDOT will accomplish the following sitework as pre-construction activities.

- Clearing/demolition along proposed alignment
- Utility relocations (as applicable)
- Temporary grade crossing closures (as applicable)
- Drainage pipe modifications (as applicable)

Construction - FDOT will accomplish the necessary construction activities to complete the description of work described in the Detailed Work Plan) through the Design-Build Team.

- Preparation of trackbed along proposed alignment
- Construction of trackbed and track infrastructure
- Installation of grade crossing panels

Communication and Signaling - The following communication and signaling work will be performed by the Design-Build Team involving FEC and CSXT coordination and FDOT management oversight:

- Installation of signals for the new turnouts and crossovers
- Integration of the new signals and turnouts into the dispatching system
- Upgrades and/or modifications to existing grade crossing protection systems

Final Site Development – Through the Design-Build Team, FDOT will accomplish final site development activities including landscaping and signage.

Phase 2 (Design-Bid-Build)

Sitework and Temporary Maintenance of Traffic– FDOT will provide management oversight and enter into a contract with the awarded contractor. Through this contract, FDOT will accomplish the following sitework as pre-construction activities.

- Clearing/demolition along proposed alignment
- Utility relocations (as applicable)
- Temporary grade crossing closures (as applicable)
- Drainage pipe modifications (as applicable)

Construction - FDOT will accomplish the necessary construction activities to complete the description of work described in the Detailed Work Plan through the awarded contractor.

- Preparation of trackbed along proposed alignment
- Construction of trackbed and track infrastructure
- Installation of grade crossing panels

Communication and Signaling - The following communication and signaling work will be performed by the Design Team involving FEC and CSXT coordination and FDOT management oversight:

- Installation of signals for the new turnouts and crossovers
- Integration of the new signals and turnouts into the dispatching system
- Upgrades and/or modifications to existing grade crossing protection systems

Final Site Development – Through the awarded contractor, FDOT will accomplish final site development activities including landscaping and signage.

Task 5 Deliverable: Draft Project Completion Report

5.0 PROJECT PERIOD OF PERFORMANCE

The period of performance for the Project shall be 55 months, beginning June 2014 and ending in August 2018. Task activities will be completed by July 2018, and agreement closeout and audit activities will be completed by the Grantee and FRA in August 2018. An updated detailed project schedule will be submitted to FRA once a Design-Build contractor has been selected for the Project, who in turn will develop a sequencing plan for all the work elements. The detailed project schedule must be approved by FRA, and modifications to the schedule must be approved in writing by FRA before being implemented.

6.0 PROJECT BUDGET

The total estimated cost of the Project is \$47,255,000 for which the TIGER 2013 grant will contribute up to 29.09745% of the total cost, but no more than \$13,750,000. The Grantee agrees to carry out the project in accordance with the approved scope and budget or as modified by written agreement by the Grantee and FRA. Any additional expense required beyond that provided in the approved budget to complete the project shall be borne by the Grantee.

A project budget is included in Attachment 3 of this agreement. These costs will be reviewed and may be adjusted once contracts have been awarded, and updated estimates have been provided to the FRA. FRA must approve in writing any modifications to the budget before they may take effect.

7.0 DELIVERABLES

The following table lists the deliverables and due dates required from the Grantee as part of this agreement

Task	Task Name/Deliverable	Due Date
Task 1	Detailed Work Plan & Project Management Plan	
Task 1a	Detailed Work Plan	Within 30 days of Agreement date.
Task 1b	Project Management Plan	Within 30 days of Agreement date.
Task 2	Preliminary Engineering	
	Preliminary Engineering Design Set (for all phases)	August 2014
Task 3	Final Design	
Task 3	Final Design for Phase 2	November 2017
Task 4	Procurement	
	Procurement Report	December 2017
	Updated Detailed Work Plan	December 2017
Task 5	Construction	
	Draft Project Completion Report*	July 2018

*Final Project Completion Report will be submitted with project close-out documentation. FRA will review and comment on the draft prior submission of the final.

8.0 ENVIRONMENTAL DETERMINATION

FRA issued a *[fill in appropriate document: i.e., Categorical Exclusion, Environmental Assessment FONSI]* covering the scope of this Project on *[fill in date approved]*

9.0 PROJECT COORDINATION

The Grantee shall perform all tasks required for the Project through a coordinated process; including as appropriate all railroad owners, operators, and funding partners within the Project area. Under the cooperative agreement, FRA will participate in the Project, as described in this statement of work.

Project partners include: Florida Department of Transportation, Florida East Coast Railway, CSX Transportation, and South Florida Regional Transportation Authority.

10.0 PROJECT MANAGEMENT

Three of the Project partners have been coordinating on a structured basis for several years, as part of the Project Steering Committee for the Tri-Rail Coastal Link Study (formerly known as the South Florida East Coast Corridor (SFECC) Transit Analysis Study). Coordination and outreach efforts have been underway since 2005 and have included numerous meetings and a series of workshops.

Work Breakdown Structure / Project Phases

As described above, the Grantee has divided the Projects into three (3) separate and independent Design-Build sub-projects, each with independent utility::

PHASE	FPID No.	PROJECT NAME	GENERAL LOCATION
1A	434948-1	Northwood Rehabilitation	Northwood, West Palm Beach, Florida between SFRC and FEC Railway
1B	433514-1	IRIS NE Connection	Hialeah/unincorporated Miami-Dade County; at IRIS junction of SFRC and Little River FEC Connection
2	434948-2	New Northwood Connection	Northwood, West Palm Beach, Florida between SFRC and FEC Railway; approximately 500 feet to the south of the existing Northwood Connection

As mutually agreed, FDOT District 4 is taking the lead for all phases of the Project, including the IRIS Connection (Phase 1B) that is located within the FDOT District 6 territory. Funding and oversight authority for the proposed improvements will be provided primarily by FDOT District 4 and FRA. Other funding will be provided by the other three partners (CSXT, FEC and SFRTA). Additional agreements may be established between the relevant partners regarding fund disbursement, as well as construction, maintenance and operations of the constructed assets. Any agreements that assign operations or maintenance responsibilities to any party other than the Grantee will require FRA approval prior to construction.

Management of Agreements

The management of the agreements will be the responsibility of all agreement parties, unless specified otherwise within the agreements. The Grantee will be responsible for the management of the agreements on behalf of all funding partners. All agreements will be enforced through subsequent phases of the Project where applicable and specific management responsibilities will be addressed at the Hand off Meetings between the various Project phases.

Project Organizational Structure, Roles, Responsibilities, and Staffing

Management Team

Request for Proposal RFP Stage

- FDOT Project Advisor (District 4)
- FDOT Project Manager (District 4)
- FDOT Project Coordinator (District 6)
- Consultant Project Manager
- Consultant Design Project Manager

Design/Construction Stage

- FDOT Project Advisor (District 4)
- FDOT Project Manager (District 4)
- FDOT Project Coordinator (District 6 Project Liaison)
- Consultant Project Manager
- Consultant Design Project Manager
- FDOT Construction Manager
- CEI Consultant (CCEI) Senior Project Engineers
- CEI FDOT Consultant Project Engineers

Management Team Roles and Responsibilities

The Management Team will oversee all administrative and technical activities associated with the public involvement, agency coordination/agreements and partnering, as well as the design, ROW utility relocation, and construction of each project. The roles and responsibilities of the key management team members are described below.

Design

Project Advisor (PA)-(District 4)

The Project Advisor will function as the FDOT Senior Project Manager and FRA point of contact through the completion of the design phases of the Project segments. The PA will provide direct oversight of the FDOT Project Manager, and will provide administrative and technical management of the contract. During the design phases, the PA will be the decision making authority on the Management Team, will be the liaison to the Engineer of Record, and will be the lead FDOT representative for all external communication, partnering, coordination and agreements.

Project Manager (PM)-(District 4)

The Project Manager will be responsible for development of the Project scope and work plan for all the Project phases. They will provide the day-to-day administrative and technical management of the Design-Build Team (DBT) contracts, and will be responsible for assuring the construction documents are completed on time, within budget, and in accordance with FDOT policies and procedures. They will also be responsible for the internal and external coordination and progress reporting for the Project; invoicing and payment review and documentation; coordination of all design submittal reviews; coordination and

resolution of technical issues; and the coordination, negotiation and execution of any required contract agreements and amendments.

Consultant Project Manager (CPM)

Functioning as an extension of FDOT staff, the CPM will be responsible for the following:

- Railroad Maintenance and Operation Agreements Coordination
- Coordination with all Technical Teams involved in the project Development.
- Conceptual Permit Packages and Concept Drainage Report
- Utility Base Map and Identification of Potential Utility Conflicts
- Master Signing and Signalization Plans
- Maintenance of Traffic (MOT) Plans.
- Project Advertisement and Request for Proposal (RFP) documents
- Assistance to FDOT in the review of proposer Letters of Interest and Technical Proposals
- Assistance to FDOT in the preparation and updates to the PMP
- Public involvement support

Consultant Design Project Manager (CDPM)

Functioning as an extension of FDOT and the CPM will be responsible for the following:

- Development of corridor concept design (Horizontal and Vertical Geometrics)
- Assistance to FDOT in Design Management Oversight, including technical issues resolution and plans reviews
- Maintenance of the File Transfer Process
- Public involvement support

Construction

Construction Project Manager-(District 4)

The Construction Manager will function as the FDOT Project Manager and FRA point of contact for the construction phases of the Project. The Construction Manager will be responsible for direct supervision of the CEI Consultant (CCEI) Senior Project Engineers, and will provide the administrative management of the CCEI contracts, with emphasis on quality, performance, and adherence to cost and schedule requirements. During the construction phases, the Construction Manager will be the decision making authority on the Construction Management Team (CMT), will be the lead FDOT representative for all external communication, partnering, coordination and agreements.

CEI Consultant Senior Project Engineers (CCEIs)

FDOT will procure CCEI firms to manage and administer the construction contracts for the Project phases. Each CEI firm shall have a project manager to function as the Senior Project Engineer for FDOT for the construction contract administration and oversight of the segment construction contracts assigned to their respective firms. The Senior Project Engineers will also provide the administrative and technical management of their respective CEI contracts, and will be responsible for the internal and external coordination and progress reporting for the Project, including coordination with the FDOT Project Managers and Engineer of Record for timely shop drawing reviews and Request for Information (RFI) response. The Senior Project Engineers will also be responsible for validating the SDBT's: Equal Employment Opportunity (EEO), Disadvantaged Business Enterprise (DBE) and On the Job Training (OJT) compliance for the Project; claims negotiation and processing of any supplemental agreements; and resolution of outstanding contractual issues and other areas as deemed necessary by the Construction Manager.

CEI Project Engineers (FDOT and CCEIs)

It is anticipated that FDOT and CCEI staff will serve as Project Engineers for the day-to-day administration of the construction contracts for the individual Project segments. The Project Engineers will be responsible for a Daily Report of Construction and for ensuring the segment contracts are constructed on time, within budget, with the specified quality, and in reasonable conformance with the contract documents. They will also be responsible for ensuring the SDBT's compliance with environmental permits and commitments, invoicing and payment documentation, coordination of construction-related conflict issues and claims requests, and validation of the SDBT's compliance with the sampling and testing requirements of the SDBT's Quality Control (QC) Plan.

A Project Management Chart has been provided as an attachment to this document.

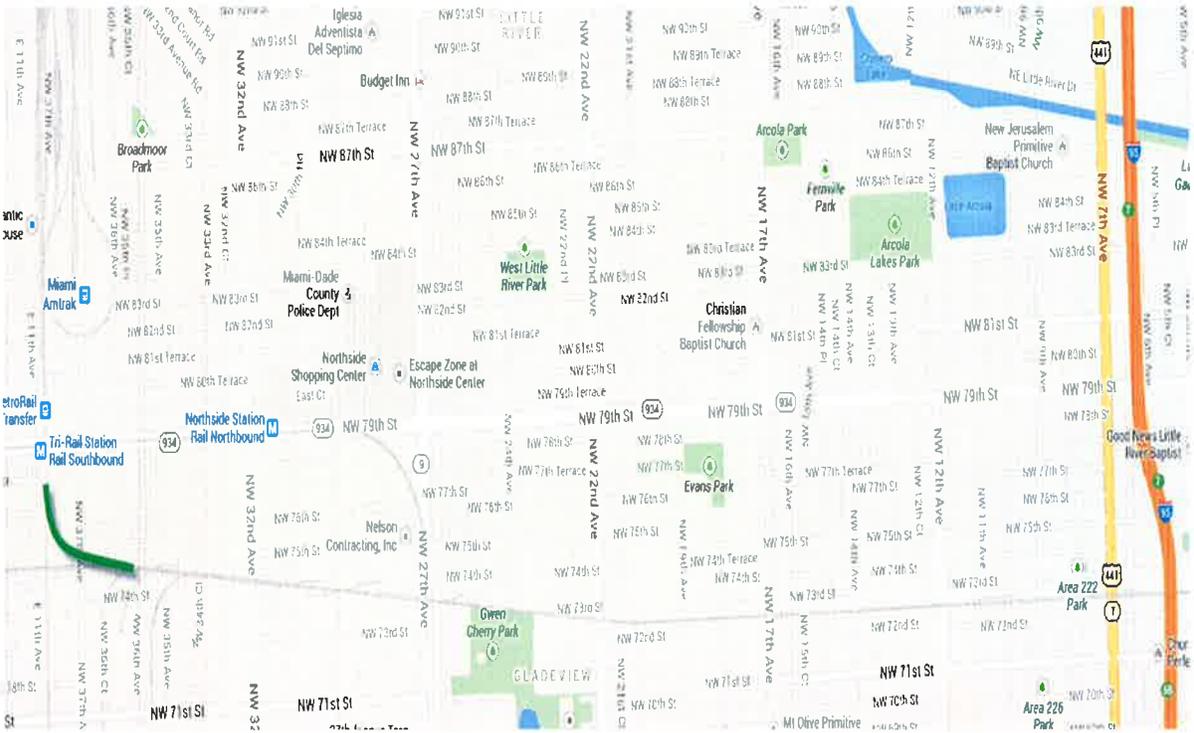
Attachment A: Regional Location Map



Attachment B: Project Location Map (Northwood Connections: Phase 1A and Phase 2)



Attachment C: Project Location Map (IRIS Connection: Phase 1B)



Attachment D: (Cost Summary)

TIGER 2013 PROJECT: FL - South Florida Freight & Passenger Rail Enhancement Cost Estimate			
SCC Category	Work Scope Items	Cost Estimate	Approx. Percentage of Total Project Cost
10	Track and Track Structures	\$ 4,242,000	9.0%
40	Site work and Special Conditions	\$ 2,670,000	5.7%
50	Systems	\$ 13,780,000	29.2%
60	ROW, Land, Improvements	\$ 12,142,000	25.7%
80	Professional Services	\$ 7,799,000	16.5%
90	Unallocated Contingency	\$ 6,208,000	13.1%
100	Financial Charges	\$ 414,000	0.9%
Total Project Cost Estimate		\$ 47,255,000	

Attachment E: (Funding Sources)

Funding Source	Funding Amount
TIGER 2013 Grant	\$13,750,000
FDOT	\$29,005,000
FEC	\$1,000,000
CSXT	\$1,000,000
SFRTA	\$2,500,000
Project Total	\$47,255,000

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 22, 2015

AGENDA ITEM REPORT

Consent Regular

AMENDMENT NO.2 TO AGREEMENT NO. 14-006 WITH
PARSONS TRANSPORTATION GROUP, INC
FOR
FINAL DESIGN SERVICES
FOR THE WAVE MODERN STREETCAR

REQUESTED ACTION:

MOTION TO APPROVE: Amendment No.2 to Agreement No. 14-006 between the South Florida Regional Transportation Authority (SFRTA) and Parsons Transportation Group, Inc. (PTG), to provide Final Design Services for Phase 1C and 1D of the Wave Modern Streetcar Project, in the maximum not-to-exceed amount of \$423,876.57.

SUMMARY EXPLANATION AND BACKGROUND:

On August 29th, 2014, the SFRTA Board awarded The Wave Modern Streetcar final design services to PTG in the maximum not-to-exceed amount of \$7,762,689.65. These services included, among other tasks, the development of final design plans for the 2.7-mile Wave Streetcar alignment.

Since that time, at the direction of The Wave Partners, the original location of the Vehicle Storage Maintenance Facility (VMSF) has changed from being located at the north end of the alignment to a location just south of the original alignment. The new location of the VMSF will be at 1801 SW 1st Ave., Fort Lauderdale, which extends approximately 800 feet beyond the original southern limit of the Project. This extension is referred to as Phase 1C.

The Northern Loop is a segment of additional track (approximately 2,240 feet) to the north of the original alignment. This northern extension is referred to as Phase 1D. On November 4, 2014 the City of Fort Lauderdale (City) Commission approved the capital funding of the Northern Loop in the amount of \$7,544,568, as Project betterment. To date, SFRTA has received \$500,000 from the Community Redevelopment Agency (CRA), on behalf of the City (on October 31, 2014), and \$1,271,987 from the City (on December 19, 2014) for the Northern Loop Design Phase.

(Continued on Page 2)

Department: Engineering and Construction
Project Manager: Martin Benzaquen, P.E.

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

FISCAL IMPACT: Not to Exceed Budgeted Funds (with funds provided to SFRTA by various entities through the Wave Partnership Agreement)

EXHIBITS ATTACHED: Exhibit 1 – Amendment No.2 to Agreement No. 14-006

AMENDMENT NO.2 TO AGREEMENT NO. 14-006 WITH
PARSONS TRANSPORTATION GROUP, INC
FOR
FINAL DESIGN SERVICES
FOR THE WAVE MODERN STREETCAR

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

Amendment No.2 tasks Parsons Transportation Group, Inc., with developing final plans on the new Phase 1C and Phase 1D to the project.

SFRTA staff has negotiated a fee with the PTG which is 4.60% below the Independent Cost Estimate. Staff recommends approval of Amendment No.2 to Agreement No. 14-006 (Exhibit 1) in the maximum not-to-exceed amount of \$423,876.57.

EXHIBIT 1

R5
EX 1



AMENDMENT NO. 2 TO AGREEMENT NO. 14-006

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

PARSONS TRANSPORTATION GROUP, INC.

FOR

DESIGN SERVICES FOR THE WAVE MODERN STREETCAR

AMENDMENT NO. 2 TO AGREEMENT NO. 14-006

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

PARSONS TRANSPORTATION GROUP, INC.

FOR

DESIGN SERVICES FOR THE WAVE MODERN STREETCAR

This is Amendment No. 2 to the Agreement for Design Services for the Wave Modern Streetcar between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, hereinafter referred to as “**SFRTA**” and **PARSONS TRANSPORTATION GROUP, INC.**, hereinafter referred to as “**CONTRACTOR**”.

WHEREAS, on August 22, 2014, **SFRTA** and **CONTRACTOR** entered into an Agreement, hereinafter referred to as “Agreement,” in the maximum not-to-exceed amount of \$7,762,689.65; and

WHEREAS, on February 2, 2015, Amendment No. 1 to the Agreement between **CONTRACTOR** and **SFRTA** was executed to incorporate additional hours for redesign services related to the City of Fort Lauderdale’s decision to remove vehicular traffic on SE 6th Street in front of the Broward County Courthouse, for the total not-to-exceed amount of \$90,752.63; and

WHEREAS, **SFRTA** now wishes to add Scope of Services to the Agreement for final design services of Phase 1(C) to the new Vehicle Maintenance Storage Facility (VMSF) location and final design services of Phase 1(D) “Northern Loop”; and

WHEREAS, **CONTRACTOR** will perform the additional final design services for the total not-to-exceed amount of \$423,876.57;

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. The **Scope of Services** attached to the Agreement is amended to include the following:

Scope of Services is being expanded with Attachment 1 of Amendment No. 2 entitled "Scope of Services – Phase 1(C) and Phase 1(D)", which is attached hereto and incorporated herein.

2. The **COMPENSATION** section of the Agreement 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 ~~Seven Million Eight Hundred Fifty Three Thousand Four Hundred Forty-two Dollars and Twenty-eight Cents (\$7,853,442.28)~~ Eight Million Two Hundred Seventy Seven Thousand Three Hundred Eighteen Dollars and Eighty-five Cents (\$8,277,318.85).

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 Amendment No. 2 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: **PARSONS TRANSPORTATION GROUP, 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 _____, 2015.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JACK L. STEPHENS
EXECUTIVE DIRECTOR

By _____
COMMISSIONER BRUNO BARREIRO, CHAIR

____ DAY OF _____, 2015

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

TERESA MOORE, General Counsel

ATTEST:

PARSONS TRANSPORTATION GROUP, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

____ DAY OF _____, 2015

**ATTACHMENT 1 OF AMENDMENT NO. 2
DESIGN SERVICES FOR THE WAVE MODERN STREETCAR
SCOPE OF SERVICES – Phase 1(C) and Phase 1(D)**

Overview

The Wave Modern Streetcar (the “Project”) will provide a sustainable and permanent transportation investment that will anchor the future growth and spur economic development in Downtown Fort Lauderdale. The streetcar system will provide a transportation alternative to the automobile for trips within Downtown Fort Lauderdale, will enhance connectivity by distributing trips from existing and planned regional transit services, and will act as a pedestrian accelerator supporting a walkable downtown environment. The streetcar system will serve the area of densest development in Downtown Fort Lauderdale and will act as a spine running through the highest concentration of activity-generating uses, including the Hospital District, South Side Neighborhood, Judicial Complex, Downtown Core, and Flagler Village.

The scope of services is to provide final signed and sealed plans and other activities as depicted in this document for Phases 1C and 1D for this project.

Phase 1(C) of the project extends on Andrews Ave from South 17th Street to South 18th Street and west to the Vehicle Storage Maintenance Facility (VMSF) located on 1801 SW 1st Ave in Fort Lauderdale, FL.

Phase 1(D) of the project extends on NE 6th Street from NE 3rd Avenue to Andrews Ave, turning to the south direction on Andrews Ave until NE 4th Street.

The Wave Modern Streetcar will operate at-grade on a fixed rail and will share the existing roadway right-of-way with vehicular traffic. Approximately twelve streetcar station stops will be spaced approximately every two to four city blocks. Modern streetcar vehicles, featuring level boarding for easy ons and offs, will use a traffic signal prioritization system to facilitate movement through the street network.

Station platforms will provide level access from the floor of the streetcar. The locations and configurations are currently being identified during Preliminary Engineering (PE). The station platforms will be approximately 80 feet long and have a ramp at one or both ends. The stations may include solar powered lighting, a wind/rain screen, benches, ticket vending machines (TVMs)/interactive kiosks, and active signage displaying real-time train arrival and status information. Landscaping and hardscaping may also be provided in the station area.

The South Florida Regional Transportation Authority (SFRTA) is the Project Sponsor and will oversee the design and construction of the system. SFRTA has procured the services of a Project Management Consultant (PMC) team to manage the development of the Project through Final Design. A functional organizational structure for the Wave Modern Streetcar Project has been developed that designates a Technical Advisory Group (TAG), as per the Wave Modern Streetcar Partnership Agreement, made up of staff from SFRTA, Broward County Transit (BCT), City of Fort Lauderdale, Broward Metropolitan Planning Organization (MPO), Florida Department of Transportation (FDOT), and the Downtown Development Authority of Fort Lauderdale (DDA) (collectively referred to as the “Partners”) to work together in delivering the Project. The Partners envision working through the TAG to address technical issues and confirm the success of the Project through implementation. After testing, evaluation, and

inspection of the Project has been completed, Broward County/ BCT will own the system and be responsible for its operation.

Final design for the project, including Phases 1(C) and 1(D) is expected to be accomplished by February 2016. Construction is scheduled to begin in the summer of 2016 and the Project is scheduled to commence revenue service in Mid 2018. The general objective is for the Final Design Consultant to prepare a set of plans and specifications to be used by the Contractor to build the Project, and for SFRTA and the Partners to confirm the Project is built as planned and designed.

The Project is advancing in four phases, Phase 1(A), Phase 1(B), Phase 1(C) and Phase 1(D). Phase 1(A) is an approximately 1.4 mile segment which serves the judicial complex on the south side of the New River. The Phase 1(A) alignment crosses the New River on the 3rd Avenue Bridge and serves the financial district and colleges/universities along Las Olas Boulevard, the Las Olas Riverfront district, Broward Government Center/Library, and BCT Central Terminal. The Phase 1(A) alignment terminates on the northern end at the intersection of NW 1st Avenue and NW 4th Street, and at the intersection of SE 7th Street and S Andrews Avenue on the southern end (see Figure 1 for alignment limits).

Phase 1(B) includes extensions on both the south and north ends of the Phase 1(A) alignment. The alignment of the Phase 1(B) extension on the southern end runs along S Andrews Avenue approximately 0.9 miles to the Broward General Medical Center in the vicinity of SE 17th Street. The alignment of the Phase 1(B) extension on the northern end extends approximately 0.3 miles along NW 4th Street and NE 3rd Avenue to its terminus at NE 3rd Avenue and NE 6th Street, serving the Flagler Village neighborhood, which is rapidly redeveloping with high-density residential projects (see Figure 1 for alignment limits).

Phase 1(C) continues along S Andrews Avenue from the southern terminus of Phase 1(B) at SE 17th Street to SW 18th Street, and then west along SW 18th Street to access the vehicle maintenance and storage facility (VMSF) site (see Figure 1 for alignment limits).

Phase 1(D) of the project extends on NE 6th Street from NE 3rd Avenue to Andrews Ave, turning to the south direction on Andrews Ave until NE 4th Street.

Responsibilities of the Final Design Consultant will include, but not be limited to:

- Provide design support services and assist SFRTA and the PMC in providing Project management;
- Complete the Final Design Plan from the PE documents (approximately 30% Plans) ("PE plans");
- Perform design coordination of the public and private utility relocations;
- Provide bid support and design support services during construction; and

The Final Design Consultant shall be aware that as the Project is developed, certain modifications and/or improvements to the original recommendations may be required. The Final Design Consultant is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the Work. These refinements will not be a basis for any supplemental fee request(s).

Federal Requirements

The Wave Modern Streetcar Project is being funded in part by an \$18 million TIGER grant, which is administered by the FTA. As such, all work, including Work under the Final Design Consultant's Contract, is subject to Federal requirements as may be updated during the course of the Project. Relevant Federal requirements are generally identified in the following regulations, FTA circulars, and guidance and are available at <http://www.fta.dot.gov/>.

Regulations

- Project Management Oversight, 49 C.F.R. Part 633
- Major Capital Investment Projects, 49 C.F.R. Part 611
- Joint FTA/FHWA regulations, Metropolitan Planning, 23 C.F.R. Part 450
- Joint FTA/FHWA regulations, Environmental Impact and Related Procedures, 23 C.F.R. Part 771
- U.S. DOT regulation, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, 49 C.F.R. Part 24

FTA Circulars

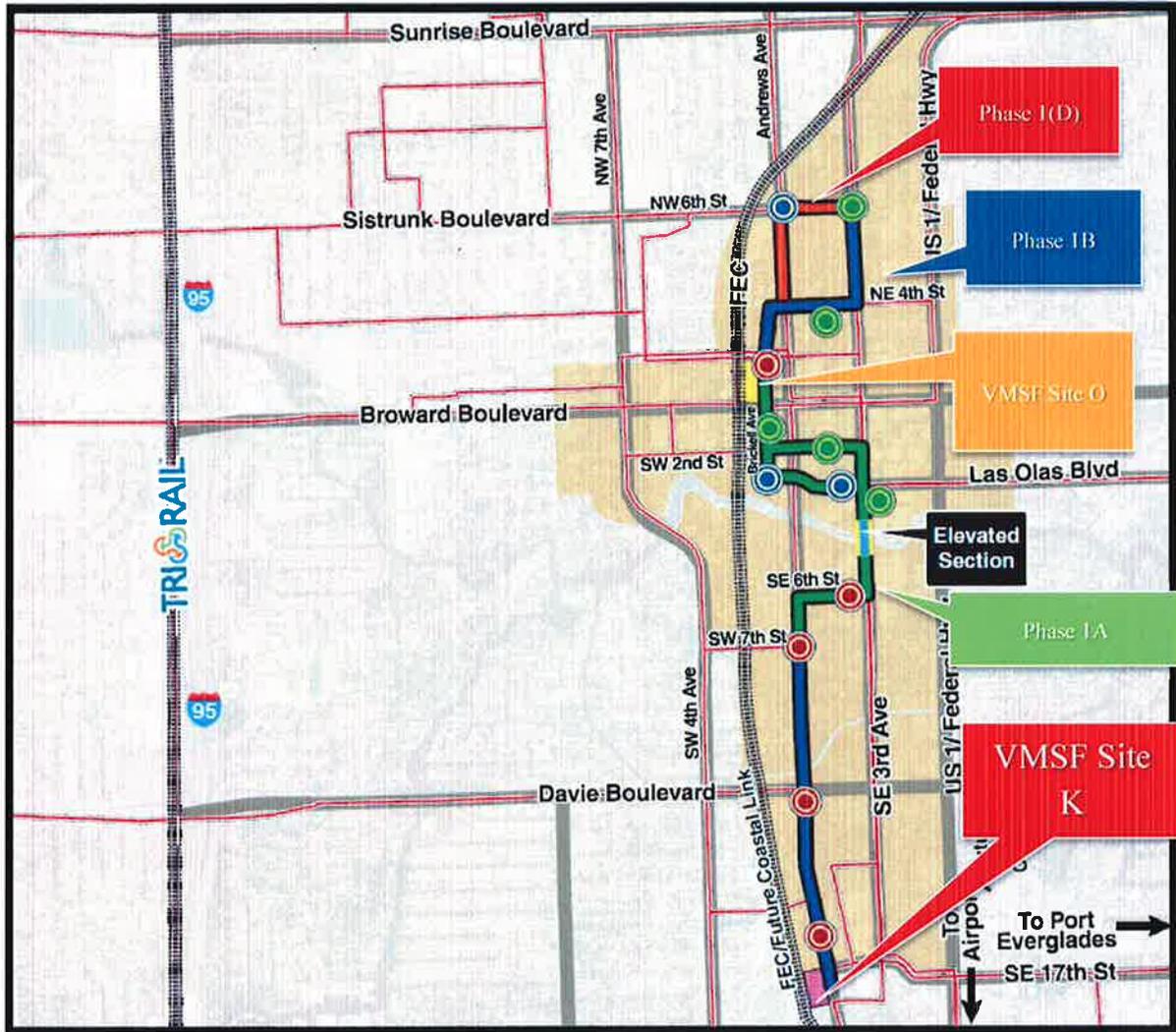
- C4220.1F, Third Party Contracting Guidance
- C5010.1D, Grant Management Guidelines
- FTA Master Agreement
- C5800/1, Safety and Security Management Plan
- Best Practices Procurement Manual

Guidance

- Guidance for Transit Financial Plans, June 2000
- Reporting Instructions for the Section 5309 New Starts Criteria
- Quality Assurance and Quality Control Guidelines
- Project and Construction Management Guidelines, 2009 Update
- Value Engineering Process Overview, January 1998
- TCRP G-08 - A Guidebook for the Evaluation of Project Delivery Methods

These documents may not be inclusive of all Federal requirements. The Final Design Consultant shall be responsible to assure compliance with all Federal requirements during Project implementation. A listing of Federal requirements applicable to the Final Design Contract is included in the RFQ Document.

Figure 1: Project Alignment Map



SCOPE OF SERVICES

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- 1.5 Quality Management
- 1.6 System Safety and Security Plan
- 1.7 Design Review
- 1.8 Value Engineering
- 1.9 Environmental Assessment Support

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- 2.3 Geotechnical
- 2.4 Envision Sustainable Infrastructure Rating Support

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- 3.1 Utility Coordination
- 3.2 Civil Engineering
- 3.3 Structural Engineering
- 3.4 Station Area Design
- 3.5 Vehicle Maintenance and Storage Facility Design
- 3.6 Systems
- 3.7 SCADA
- 3.8 Project Specifications
- 3.9 Capital Cost Estimate
- 3.10 Permit Applications
- 3.11 Construction Phasing Plan

4.0 Task: Bid Support Services

5.0 Task: Design Support During Construction

6.0 Task: Public Outreach and Community Relations

1.0 Task: Project Management

The Final Design Consultant shall:

1.1 Administration

- Perform administration of the Contract such as Work assignments, subconsultant coordination, invoices, and monthly progress reports. Include in this documentation an update on the use of Disadvantaged Business Enterprise (DBE) firms, as required.
- Within the monthly progress reports, outline the Work progress, significant issues needing resolution, and a financial report of Project fees.
- Track effort and format invoicing for the project by Phase, in accordance with reporting requirements of the FTA and local funding sources.

1.2 Project Coordination

- Provide direction and overall supervision to the Final Design team, including its staff and subconsultants.
- Provide a Project manager, along with designated Project representatives for the Final Design team.
- Oversee the allocation and delegation of all authorized work in accordance with the established Work plan.
- Manage Final Design to achieve uniformity and established quality requirements.
- Provide technical direction and monitor Work activities.
- Participate in bid-packaging strategies for construction and guide the preparation of design documents accordingly.
- Conduct weekly Final Design Team progress and coordination meetings with SFRTA and the PMC.
- Assist as a liaison with third parties and stakeholders (e.g. FDOT, Broward County/BCT, Broward MPO, City of Fort Lauderdale, Fort Lauderdale DDA and individual property owners) in order to complete the Work.
- Provide materials and technical support for SFRTA/PMC-led outreach activities that may include presentations to State, County and City officials and staff, business groups, or neighborhood groups impacted or affected by the Project.
- Provide materials and technical support for the acquisition of property, or property easements that are required to construct the Project.
- PMC will be responsible for final meeting minutes preparation under this task.
- Project Manager is covered for 50% and Deputy Project Manager is covered for 25% of their time for 16 months from NTP under this task.

1.3 Project Schedule

The PMC has developed an overall Project Master Schedule in Microsoft Project format that will be maintained by the PMC.

- Prepare a schedule for the Final Design activities that is compatible with and can be incorporated into the Project Master Schedule.
- Provide monthly progress updates to the Final Design schedule, together with a narrative describing any delays to the Project and proposed schedule recovery options.

1.4 Document Control

- Adopt the Document Control Plan (DCP), Revision 0, dated November 19, 2013, (or most recent revision) that was developed by the PMC and will be maintained by the PMC for the duration of the Project.
- Develop and distribute standard formats for technical reports and memoranda, per the guidelines provided in the DCP.
- Incorporate a document control system that addresses the Final Design phase and identifies and documents design issues and tracks action items and resolution efforts.

1.5 Quality Management

- Adopt the Quality Assurance Plan (QAP) for the Project, Revision 0, dated November 7, 2013, (or most recent revision) that was developed by and will be maintained by the PMC for the duration of the Project.
- Prepare a Quality Control Plan outlining responsibilities and procedures to apply to all project deliverables prior to submittal.
- Provide ongoing quality control functions to audit compliance with the QAP and cooperate with quality reviews and/or audits by the PMC or SFRTA.
- CADD Management shall be included under this task to ensure consistency between all CADD files and types.
-

1.6 System Safety and Security Plan

- Adopt the System Safety and Security Plan (SSSP) that is being prepared by the PMC for the Project, in accordance with FTA guidance.
- Prepare a Certifiable Elements List (CEL) based upon a review of codes, standards, and design criteria that will be used for the Final Design for this Project.
- Prepare documents in support of the SSSP to be included in the Wave Modern Streetcar Project Management Plan (PMP) that is being maintained by the PMC.
- Provide input to the PMC for the Safety and Security Certification Plan, Preliminary Hazard Analysis, the Threat and Vulnerability Assessment, and other various plans called for in the SSSP and Safety and Security Management Plan (SSMP).

1.7 Design Review

- For each bid participate in three formal review meetings with SFRTA and the PMC (75% design, 90% design, and final (100%) design).
- For each bid package, lead and participate in a constructability review meeting with the SFRTA and the PMC after the 75% design is completed.

1.8 Value Engineering

- Organize previously prepared engineering and cost data for the Value Engineering team.
- Present and deliver brief overview of the status of the design and cost development to the Value Engineering team.
- Participate in Value Engineering team presentation of findings.
- Review Value Engineering team recommendations report and provide comments.

- Coordinate with SFRTA and the PMC to determine which recommendations from the Value Engineering report will be incorporated into the Project.

1.9 Environmental Assessment (EA) Support

- If necessary provide limited environmental support because of changes to the Project's alignment, station locations, or the location of the VMSF, provide input to, and support the PMC with an update to the approved EA to accommodate any modifications that are identified as part of the Final Design activity.

2.0 Task: Design Support

The Final Design Consultant shall:

2.1 Design Criteria

- Review the Design Criteria Manual that was developed by the PMC for the Preliminary Engineering and suggest modifications or changes that could benefit the Project. The Design Criteria Manual shall serve as the basis of design for the Project.
- Propose updates and revisions to the Design Criteria Manual as necessary.
- Review the supplied 30% Design Plans and identify any inconsistencies with the Design Criteria.
- Participate in a reconciliation meeting with SFRTA and the PMC to resolve the inconsistencies in the 30% Design Plans and agree to modifications to the Design Criteria. The PMC will update and reissue the Design Criteria.

2.2 Base Mapping

The PMC has performed a topographic field survey and prepared base mapping for preparation of the Preliminary Engineering plans. The base mapping includes locations of surface features located within the public right-of-way (RW), surface markings of underground utilities, storm drain inverts, curb-and-gutter, and sidewalk and building thresholds at stations.

- The FDC will make any requests for limited, additional survey, as deemed necessary, to the PMC, such as site surveys for the traction power substation (TPS) locations..
- FDC is not responsible for the accuracy of the survey and mapping files provided by the PMC.

2.3 Geotechnical

- Provide pavement design support for the track design and roadway pavement.

2.4 Envision Sustainable Infrastructure Rating Support

- In conjunction with SFRTA and the PMC, evaluate the potential for obtaining an Envision Sustainable Infrastructure Rating for the Project. If a decision is made that the Project will pursue an Envision Sustainable Infrastructure Rating, the PMC shall be responsible for documentation and submittal of the application, with limited support from the FDC.

3.0 Task: Engineering Design

All plans and design documents are to be prepared with Standard English units in accordance with all applicable manuals and guidelines. Metric equivalents may also be listed if pertinent to standard types of equipment that may be manufactured to a metric standard. All plans and design documents are to be prepared consistent with the Computer Aided Drafting and Design (CADD) Standards Manual for The Wave Modern Streetcar. The following sets of deliverables should be submitted for each bid package submittal (75% design, 90% design, and final (100%) design). The TAG will provide review comments on each bid package submittal within twenty-one (21) days.

The Final Design Consultant shall provide

- 15 sets of ½ size plans (11" X 17")
- 3 sets of full size plans (22" X 34")
- 7 CDs/DVDs with digital copies of plans in PDF format
- 7 CDs/DVDs with digital plan files in CADD format

3.1 Utility Coordination

- Coordinate with the following to be prepared by the PMC: stray current measures policy, utility owner work during operations policy, and draft utility coordination recommendations.
- For those utilities identified to be within and adjacent to the Project limits, support the coordination to determine the appropriate conflict resolution requirements.
- Attend meetings scheduled by the PMC with the appropriate utility agencies and obtain information regarding the protection and/or relocation requirements.
- Maintain documentation of all conflicts between the proposed streetcar design and the existing utilities along the Project corridor.
- Review utility agency comments regarding the Final Design documents and prepare responses.
- Support the PMC with coordination with utility agencies on methods for protecting utilities in place, including protective sleeves, stray current protection, and offset manholes.
- Support the PMC with coordination of utility agency requirements for on-going access to utilities during streetcar operations.

3.2 Civil Engineering

3.2.1 Utility Design

- Based on the PE plans provided by the PMC, complete Final Design for the relocation of all wet utilities for the Project, including, sanitary sewer, street storm drainage and water lines.
- Use Utility Rules of Practice developed by the PMC for the Project as a guideline for the relocation of utilities. Subsurface utility engineering and locating services have been performed for the Project by SFRTA with 3D Radar Tomography. FDC is not responsible for the accuracy of the subsurface utility engineering files provided by the PMC. No additional utility locates will be provided by the FDC.
- Coordinate final utility design with private utilities (may be performed by the private utility companies) in coordination with SFRTA and the PMC.

3.2.2 Track Alignment

- Track alignment as part of the final track design, develop track geometry adjustments as necessary to minimize disruptions to utilities, street cross-slope, businesses, parking and other factors.
- Prepare track alignment plan and profile sheets for bidding and construction.

3.2.3 Track Design and Special Trackwork

- Confirm the Project guideway trackslab cross-section.
- Complete the Final Design for the trackslab, taking into consideration the vehicle loading, direct fixation methodology, drainage, negative return, cross-bonding, transitions, manhole penetrations, constructability, stray current protection requirements, and other relevant factors.
 - Complete Final Design for trackwork, including special trackwork, for the Project as shown in the PE plans.
 - Prepare designs for all necessary special trackwork components required for safe and efficient operation of the streetcar system. An anticipated list of components include: turnouts, cross bonds, negative return, crossing diamonds, special castings, appurtenances associated with track over the bascule bridge, restraining rail, precurling details, track drains, special concrete finishing details, cold joint details, transition slab details, stray current isolation details, and others.
 - Coordinate with SFRTA and the PMC regarding delivery times of special trackwork, including curved rail for a determination of potential early procurement requirements.

3.2.4 Wheel / Rail Interface Coordination

- Coordinate through the PMC with the vehicle manufacturer to confirm proper interface between the rail and wheel / track configuration of the selected streetcar vehicle.
- Confirm whether or not gauge widening or tightening will be necessary for tight curves.
- Confirm gauge through tangent track.
- Prepare materials that will be shared with the turnout manufacturer.
- Any analysis performed and recommendations will be shared with SFRTA and the PMC prior to sharing with third parties or incorporation into the design.

3.2.5 Street Reconstruction and Station Area

- Prepare the Pavement Design Package in accordance with Agencies Having Jurisdiction (AHJ) pavement design details.
- Refine the limits of necessary pavement reconstruction, overlay, curb and gutter, and sidewalk reconstruction to support the guideway construction, utility work and other improvements associated with the project. It is anticipated that the limits of reconstruction will be reduced from what is shown in the PE plans. Areas where the limits of reconstruction are expanded significantly will be brought to the attention of SFRTA and the PMC. Full mill and overlay of the project corridor may or may not be included.

- Prepare Roadway design in accordance with the current version of published standards and details of the local agency having jurisdiction, including, but not limited to, the following:
 - City of Fort Lauderdale “Engineering Standards for Design and Construction”
 - Broward County Highway Construction & Engineering Division
 - Broward County Traffic Engineering Division
 - Florida Department of Transportation Plans Preparation Manual (PPM)
 - Florida Department of Transportation Pavement Design Manual
 - Florida Department of Transportation Design Standards
 - Florida Department of Transportation Drainage Manual
 - Florida Department of Transportation Soils and Foundations Handbook
 - Florida Department of Transportation Structures Manual including Temporary Design Bulletins
 - Florida Department of Transportation Computer Aided Design and Drafting (CADD) Production Criteria Handbook Roadway Standards
 - Florida Department of Transportation Production Criteria Handbook CADD Structures Standards
 - Florida Department of Transportation Florida Sampling and Testing Methods
 - Florida Department of Transportation Pavement Coring and Evaluation Procedure
 - Florida Department of Transportation District Design Guidelines
 - Florida Department of Transportation Utility Accommodation Manual
 - AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals
 - AASHTO – LRFD Bridge Design Specifications
 - Florida Department of Transportation Construction Project Administration Manual
 - Florida Department of Transportation Flexible Pavement Design Manual
 - Florida Department of Transportation Rigid Pavement Design Manual
 - Florida Department of Transportation Pavement Type Section Manual
 - Manual of Uniform Minimum Standard “Florida Greenbook”
 - ADA Standards for Accessible Design
 - Manual of Uniform Traffic Control Devices (MUTCD)
 - Policy on Geometric Design of Highways and Streets (AASHTO)
 - Roadway Design Guide (AASHTO)
- If any discrepancies between these standards are determined through the course of design they should be brought to the attention of SFRTA and the PMC for coordination and resolution.
- It has been determined by SFRTA that roadway cross section and roadway profile sheets will not be required as part of this task.

3.2.6 Drainage

- Design the drainage and stormwater management system required for the Project. All design work shall comply with the requirements of the appropriate regulatory agencies.
- Coordinate fully with the appropriate permitting agencies, SFRTA and the PMC. The Work will include the engineering analyses and design for the following, but not be limited to:
 - Determine base clearance water elevation;

- Design of cross drains;
- Design of outfalls;
- Design of stormwater management facilities;
- Design of storm drains; and
- Drainage design documentation
- Accommodate drains from track, turnouts, and other track appurtenances

3.2.7 Traffic Signal Design

- Coordinate all Traffic Signal Design Work with Broward County Traffic Engineering Division and/or Florida Department of Transportation, as applicable.
- Complete Final Design for traffic signals for the Project as shown in the PE plans, including interconnection with the bridge tender communications and operations.
- As part of the final signal design, complete all documentation and coordination necessary for approval of new signals and changes to existing signals.
- Where necessary, coordinate traffic signal designs with lighting and OCS designs. Joint use poles are anticipated in the design.
- Some traffic signals will require streetcar, priority and interlocking protection.
- Broward County will provide the traffic signal phasing for all required intersections.
- The FDC will complete traffic signal design plans for the impacted intersection along the route. THE FDC will include intersection signal plans based on FDOT requirements for up to fifteen (3) total intersections in Phase 1(C) and and (2) intersections in Phase 1(D), separated into two levels of complexity; Standard and Low.

For Phase 1 (C)The following two (2) locations are considered Standard Intersections:

S Andrews Avenue/ South18th Street
SW 1st Ave /SW 18th Street.

For Phase 1 (C) the following locations is considered a Low Intersections:

S Andrews Ave and 17th Street. (originally included in Phase 1B)

For Phase 1 (D)The following two (2) locations are considered Standard Intersections:

NE6th Street / Andrews Ave.
NE4th Street / Andrews Ave.

- Activities should be coordinated with the additional scope requested from Broward County on Signalization and train control.

30% Design Plans

- The FDC will develop a concept for each signalized intersection documenting proposed changes to signal pole locations, signal head locations, and controller cabinet locations.
- This task will include the design and coordination of the 30% Traffic Signalization to be included as part of the overall 30% design package.
- The FDC will prepare preliminary traffic signal plans for each of the before listed 15 signalized intersections. The plans will show signal pole locations, major signal equipment locations, crosswalk and sidewalk ramp configurations, and proposed signal phasing, to be coordinated with Broward County.

Final Construction Design Plans

The plans will include:

Signalization Plan:

- Traffic signal equipment locations: traffic signal and pedestrian poles, controller cabinets, signal heads, junction boxes
- Traffic signal phasing diagrams and rotations (provided by Broward County)
- Conduit runs, located and without wiring detail
- Detection zones
- Power source location

Pole Mounting Details:

- Pole details with top of foundation elevations

Span Wire/Mast Arm Tabulation Detail Sheet:

- Mast arm size
- Signal data

Exclusions:

Any work related to SCADA communications, covered under a separate scope.

3.2.8 Signing and Pavement Markings

- Complete Final Design for signage and pavement markings according to the PE plans.
- Prepare plans in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), FDOT, and Broward County, as appropriate.
- Trailblazer signs outside the track corridor and specialty (unless required for safety of streetcar operations) or illuminated signs are not included as part of this contract.

3.2.9 Lighting

- Complete Final Design for the lighting for the Project according to the PE plans.
- Where necessary, coordinate lighting designs with OCS and signal designs.
- Lighting poles not impacted by the project may be retained.
- Additional lighting outside the station stops will not be added along the corridor.

3.3 Structural Engineering

3.3.1 Miscellaneous Small Structures

- Perform miscellaneous structural design for various elements of the project.
- Structural design is anticipated for the following: equipment pads, stop platform, track slab, manhole penetrations of the track slab, small retaining walls, (non-OCS) pole foundations, and others elements.

- Structural work associated with the OCS pole foundations will be covered in Task 3.6.

3.4 Station Area Design

3.4.1 Platform Layout

- Confirm layout of the station platforms, which may include location of canopy, power and communications conduits, ticket vending machines, power boxes, railings, ramps, steps,
- Review ADA guidelines and incorporate into the design as required.

3.4.2 Station Area Pavements

- Finalize design of hard surface elements such as pavement colors, pavers, and tactile warning devices.
- Prepare site layout plans and details according to the PE plans.
- Confirm pedestrian and bicycle circulation in and around station site areas.
- Minimize impact of station site areas to adjacent businesses.
- Coordinate grading issues with civil engineering tasks (see Task 3.2.4).

3.4.3 Station Lighting

- Prepare final lighting design plans, photometrics and details according to the PE plans.
- Confirm lighting levels for pedestrian and bicycle safety in and around stations.
- Perform necessary light level analysis to confirm that the levels specified in the Design Criteria are provided. Light level analysis will be supplied to SFRTA and the PMC for review.

3.4.4 Station Signage

- Coordinate with SFRTA, the PMC, and Project Partners to develop station area signage and interface with Broward County Transit signs.
- Prepare final designs, plans, and details for station signage.

3.4.5 Landscaping & Irrigation

- Develop a station area landscaping and irrigation master plan to address station area landscaping integrated into the station area design (as applicable).
- Prepare final designs, plans, and details of landscaping and irrigation consistent with the station area PE plans.
- This task will only apply to the center platform station north of Broward Blvd. and the vehicle maintenance storage facility all other stations will not require landscaping or irrigation.

3.4.6 Shelters and Station Furnishings

- Develop station shelter designs according to the PE plans.

- Coordinate shelter and station furnishings with pedestrian and bicycle movements in and around the station areas.
- Coordinate with various project disciplines to provide necessary electrical and communications equipment within the shelter and station furnishings.
- Coordinate the requirements of Broward County Public Art & Design Program.

3.4.7 Station Platform Structural

- Prepare final plans, specifications, and estimates for the station platform structural elements, including canopy foundations and the station canopy structural elements as applicable.
- Prepare structural designs for equipment that may be placed on the platform such as ticket vending machines, kiosks, stairs, and other elements.

3.5 Vehicle Maintenance and Storage Facility Design

Covered in other project phases.

3.6 Systems

3.6.1 Traction Power and Electrification System

3.6.1.1 OCS and Power System

- Perform simulation models of the proposed Overhead Contact and Power System (OCS). Based on the simulation model, the Final Design Consultant shall confirm the final location and sizing of traction power substations. . The preliminary loadflow analysis will be provided by the PMC.
- Coordinate traction power substation locations based on the PE plans and other design considerations such as right of way acquisition, noise, aesthetics, safety, access, floodplain, and grounding requirements.
- Coordinate with the public and private utility agencies for available service.
- Confirm preliminary pole locations and update OCS layout plans based on coordination with underground utilities and final OCS design.
- Complete final design for the OCS for the Project as shown in the PE plans.
- Prepare necessary foundation designs, including provisions for power feeders, joint-use applications and grounding.
- Perform targeted, additional geotechnical investigations if determined to be necessary for design of OCS pole foundations.
- Consider future additional expansions of the Project in the design of OCS and traction power system.
- Subsurface utility investigation will be provided to the FDC. Needs for supplemental subsurface investigation will be brought to the attention of SFRTA for consideration in a manner that will not impact the schedule.

3.6.1.2 Substation Design

- Prepare a substation building type and develop a foundation design, as applicable.
- Perform targeted, additional geotechnical investigations if determined to be necessary for design of substation foundation.

- Include in the design determination of types of exterior finishes, enclosures, or landscaping requirements.
- Complete Final Design for the Traction Power Substations for the project as shown in the PE plans.
- Include development of the site design for grading, drainage, utilities, and stray current protection.

3.6.1.3 Traction Power Conduit Design

- Conduit designs will be prepared that deliver power from the substations to the OCS system and return the current back to the substations.
- Conduit design will meet all applicable electrical codes.

3.6.2 Communications and Safety Security Systems

- Define current and future passenger information system requirements in coordination with SFRTA and the PMC, including coverage for platforms and ticket vending areas and on board vehicles.
- Design provisions for the future passenger information systems to be installed on the stop platforms.
- Design provisions for safety and security systems requirements for providing future security surveillance in stations as directed by SFRTA and the PMC, and for system access points.
- Define assumptions for surveillance functions and recommend a configuration for each system. Prepare diagrammatic layouts and functional descriptions for each proposed system.
- Prepare facility-interfacing system and develop provisions to accommodate remote surveillance system requirements. Review and coordinate with facility designs to ensure system integration, as required. The system shall be fully integrated into the Broward County Network and compatible with Broward County Sheriff and City of Fort Lauderdale Police Department communications systems

3.6.3 Fare Collection

- In coordination with SFRTA and the PMC, determine location and quantities of fare collection equipment and requirements for support and surveillance systems for maintenance and security.
- Ensure proper interfaces, scheduling, installation, and operation between the fare collection system and other facilities and systems.
- Identify related equipment requirements and related security requirements.
- Develop technical specifications and plans for the installation of the fare collection equipment. Coordinate with each facility design, designating power and control conduits for machine installation and locations for installation.

3.6.4 Stray Current Corrosion Control

- Define appropriate stray current control measures in plans and specifications.
- Determine stray current controls and monitoring stations to be installed at traction power substations, underground utilities, stop platforms, retaining walls, and trackwork systems to minimize flow of DC stray currents into the surrounding environment.

- Determine level of protection measures to be applied to maintain acceptable stray current ranges. Structure-to-earth resistively measurements shall be obtained as needed to determine effects and magnitude of stray currents on existing utility installations and to serve as reference for future investigations.

3.6.5 Powered Switch Control

- The project is anticipated to utilize a line of sight streetcar operation; however, powered switch control may be necessary. Locations for powered switch control are to be determined.
- It is anticipated that powered switch control with an isolated point indication system would be provided.
- Determine a method of controlling the powered switches, to be approved by SFRTA, to be included in the design.

3.6.6 System Integration

- Provide assurance that the various elements of the Project, as designed, work together seamlessly to meet the operational performance goals.
- Confirm that system element hardware, software, firmware, equipment, and facilities meet the operational requirements.
- Coordinate and facilitate the interface and integration of system elements with the vehicle design.
- Identify and document all technical interfaces and define design responsibilities for managing and engineering the interface.

3.7 SCADA – Covered under a separate scope.

- Integrate the SCADA and Trans Control under a separate scope with this scope of services for Phases 1(C) and 1 (D).

3.8 Project Specifications

- Develop Project specifications for each discipline in a format acceptable to the SFRTA and the PMC.
- Prepare an outline of specification sections with the 75% design plans and prepare draft Project specifications with the 90% design plans.
- Review and coordinate preparation of front end procurement documents with SFRTA and the PMC prior to the 90% submittal.

3.9 Capital Cost Estimate

- Prepare a capital cost estimate at the 75%, 90% and final (100%) level of Project completion.
- The capital cost estimate will be at sufficient detail and in a format that will permit information to be included in the overall master project budget.
- The cost estimate will identify FTA Standard Cost Categories (SCC) and the costs will be reported in SCC categories and format.
- Quantity take-off information shall be provided to SFRTA and the PMC at each submittal for verification and shall provide a basis of estimate at each submittal.

- Prepare detailed information outlining major changes for each cost estimate update at each submittal phase of the project.

3.10 Permit Applications

- Prepare and maintain a tracking list of necessary permits for design and construction. This will be updated on a monthly bases, and as needed.
- Prepare permit packages as required for the Project. The PMC will assist in the identification of the required permits.
- Collect all of the data and information necessary to obtain the environmental permits required to construct the Project.
- Prepare each permit application required for the Project in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform Work.
- Submit all permit applications, as directed by SFRTA and the PMC.

3.11 Construction Phasing Plan

- Work with the PMC and SFRTA to develop a detailed construction phasing plan and a Maintenance of Traffic (MOT) plan consistent with FDOT Design Standards and Indices. These plans shall be the outline for how the construction work will be performed in each of the Project areas. These plans shall include the utility relocation, 3rd Avenue Bridge rehabilitation, and the streetcar construction tasks. This plan shall take into account the particular needs of the utilities, businesses, and residents in each section. The plans shall determine beginning and ending timeframes and complications and solutions for each block segment. The Construction Phasing Plan under this task will be limited to two phases.

4.0 Task: Bid Support Services

The Final Design Consultant shall:

- Attend pre-bid meeting for the bid package(s).
- Review/respond to questions during bidding for the bid package(s).
- Prepare addenda (plan revisions will be limited to errors or omissions) as required for the bid package(s) based on the responses to the questions.

5.0 Task: Design Support During Construction

The Final Design Consultant will support the PMC during construction, with responsibilities that include, but are not limited to:

- Attend preconstruction meeting for the bid package.
- Attend periodic construction meetings as directed by the SFRTA and the PMC.
- Review and respond to Requests for Information (RFIs) through the PMC.
- Review submittals and shop drawings and coordinate responses through the PMC.
- Respond to design modifications as requested by the SFRTA and the PMC and prepare any necessary changes.

- Review and respond to RFIs related to system testing to be performed by the Contractor.
- Prepare record drawings based on information provided by the Contractor through SFRTA and the PMC.
- Prepare and document environmental mitigation measures identified in the EA and/or EA update.
Fee for this task will be negotiated at a later date.

6.0 Task: Public Outreach and Community Relations

The Final Design Consultant shall:

- Support SFRTA and the PMC on a limited basis with the public outreach plan developed for the Project.
- Attend preconstruction meeting for the bid package(s) to provide potential bidders with understanding of outreach program.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 22, 2015

AGENDA ITEM REPORT

Consent Regular

JOINT PARTICIPATION AGREEMENT (JPA) FM #406919-1-94-01
WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FOR TRACK AND SIGNAL TIE-IN WORK AT NEW RIVER DRAWBRIDGE

REQUESTED ACTION:

MOTION TO APPROVE: Joint Participation Agreement FM #406919-1-94-01 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Transportation (FDOT), in the amount of \$889,000 for SFRTA to complete track and signal tie-in work at FDOT's new drawbridge located within the South Florida Rail Corridor (SFRC) at the New River.

SUMMARY EXPLANATION AND BACKGROUND:

In October 2013, FDOT began construction of a new railroad drawbridge at the New River to replace the existing railroad drawbridge that dated back to the 1920's. As part of this construction, on March 22, 2013, FDOT entered into a separate Railroad Reimbursement Agreement with CSXT for Track, Signal, and Temporary Grade Crossing work. Following the March 29, 2015, transition of control of the SFRC from CSXT to SFRTA, this track and signal work will now be done by SFRTA's MOW contractor, through a separate change order (which will be negotiated with the contractor and brought back to the Board at a later date).

Staff is requesting Board approval of the FDOT JPA FM #406919-1-94-01 for track and signal tie-in work for FDOT's new drawbridge located at the New River and SFRC.

Department: Engineering and Construction
Project Manager: Mike Lulo

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

FISCAL IMPACT: Funds for New River Drawbridge Track and Signal Tie-in work is included in SFRTA's Fiscal Year 2015-16 Capital Budget.

EXHIBITS ATTACHED: Exhibit 1 – FDOT Joint Participation Agreement FM #406919-1-94-01

JOINT PARTICIPATION AGREEMENT (JPA) FM #406919-1-94-01
WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FOR TRACK AND SIGNAL TIE-IN WORK AT NEW RIVER DRAWBRIDGE

Recommended by: *Daniel Mays* 5/14/15
Department Director Date

Approved by: *C. Brass* 5-14-15
Procurement Director Date

Authorized by: *Jack W. Steph* 5/14/15
Executive Director Date

Approved as to Form by: *James D. Love* 5-14-15
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No

Marie Horenburger Yes No

Commissioner Bruno Barreiro Yes No

Nick A. Inamdar Yes No

James A. Cummings Yes No

Mayor Tim Ryan Yes No

Andrew Frey Yes No

Gerry O'Reilly Yes No

Frank Frione Yes No

James A. Scott Yes No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Financial Project Number(s): (Item-segment-phase-sequence) <u>406919-1-94-01</u>	Fund: <u>DS</u> Function: <u>683</u> Federal Number: _____ DUNS Number: <u>80-939-7102</u> Agency DUNS Number: <u>786583609</u>	FLAIR Category: <u>088808</u> Object Code: <u>750021</u> Org. Code: <u>55042010429</u> Vendor No.: <u>VF650002789003</u> CSFA Number: <u>55021</u> CSFA Title: _____
Contract Number: _____ CFDA Number: _____ CFDA Title: _____		

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transportation Authority, 800 NW 33rd Street, Suite 100, Pompano, FL 33064 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 6/30/2018 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 341, Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide funding to complete work undertaken by CSXT for the construction of the New River Bridge. Work includes construction of track, signal, and necessary work to tie-in to the existing South Florida Rail Corridor (SFRC) and as further described in Exhibit(s) A, attached hereto and by this reference made a part hereof, hereinafter referred to as the Project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option

to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ 889,000.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 889,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility: Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding: Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the

expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audit Authority: In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

6.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

6.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from non-state entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, as revised, and required by Section 6.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:

- a. The Department at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

- b. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- c. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.

2. In the event that a copy of the reporting package for an audit required by Section 6.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133 as revised, and any management letters issued by the auditor, to the Department at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

3. Copies of financial reporting packages required by Section 6.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a. The Department at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

- b. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 6.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a. The Department at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

6.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

6.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

6.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or

facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Four Public Transportation Office 3400 W Commercial Blvd. Fort Lauderdale, FL, 33309, its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's *Travel Form No. 300-000-01*. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055 F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy:

10.31 DBE Policy: 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 recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. 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. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued there under, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency 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 the Agency, 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 5 percent of the total assets or capital stock of any business entity.

The Agency 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 the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising there from.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: Insurance and indemnification provisions and liability for services performed under this Agreement shall be governed in accordance with the terms and conditions of the Operating Agreement entered into June 13, 2013 between the SFRTA and the Department.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual

documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 6/30/2018. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any 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.

If any funds other than federal appropriated funds have been paid by the Agency to any person 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 this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity

in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

South Florida Regional Transportation Authority
AGENCY NAME

GerrE.
DEPARTMENT OF TRANSPORTATION

SIGNATORY (PRINTED OR TYPED)

Director of Transportation Development
TITLE

SIGNATURE

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

TITLE

See attached Encumbrance Form for date of Funding Approval by Comptroller

Financial Project No. 406919-1-94-01

Contract No. _____

Agreement Date _____

EXHIBIT "A" PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority 800 NW 33rd Street, Suite 100, Pompano, FL, 33064 referenced by the above Financial Project Number.

PROJECT LOCATION:

Fort Lauderdale

PROJECT DESCRIPTION:

The project is located at the south fork of the New River in Fort Lauderdale, FL. The Department shall provide a minimum of 45 days notice to SFRTA for any construction activity to be performed by SFRTA forces. The work to be done has been divided into phases and a brief description of each phase is noted on the contract plan sheets which have been previously provided to the SFRTA. Phases I-II have already been completed. SFRTA will assume the role of CSXT for the remainder of the phases. SFRTA shall provide, furnish, or have furnished, all necessary materials required for, and will construct at Department's expense;

- A. All Track work necessary to integrate the Replacement Bascule Bridge into the existing South Florida Rail Corridor (SFRC). This includes but not limited to; construction of "cut in" of new alignment including connection ties between new track construction and existing shifted track. SFRTA shall complete all the track work no later than 7 calendar days after commencement of the work.
- B. Signal and Communication work necessary to integrate the Replacement Bascule Bridge into the existing system. This includes but not limited to; the connection ties between new and existing signal and communication systems for transitioning from operations on the existing track alignment to the new track alignment. SFRTA shall complete the signal and communication work no later than 30 calendar days after commencement of the work.
- C. Signal and Communication Work necessary to integrate the new permanent Bridge Tender Control House with the Replacement Bascule Bridge. SFRTA shall complete the signal and communication work no later than 30 calendar days after commencement of the work
- D. Removal of the Temporary Standard Railroad Crossing and necessary approaches upon completion of the Project. The crossing material will belong to the Department and may be used by SFRTA for the maintenance of the SFRC.
- E. SFRTA shall utilize the material that CSXT had purchased with State funds for the Project. Additional material may be purchased by SFRTA upon approval of the Department. The Department provided SFRTA with the list of materials that have been purchased by CSXT.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.62, Part IV of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Funding to be used only for the CONSTRUCTION OF THE BASCULE BRIDGE AT THE NEW RIVER.

DELIVERABLES:

Please submit an invoice on the project every three (3) months, please include three (3) hard copies of the back-up and three (3) original Invoice Summary Sheets. Please refer to your JPA, Sections 6.0 and 7.0, for correct payment provisions through the Department of Transportation. Supporting documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. All invoices must be accompanied by appropriate back-up, and check and/or check numbers that paid the invoice. Please contact your Florida Department of Transportation Project Manager for any additional questions before invoicing.

- Quarterly reports are to be submitted every three months.
- Include a detailed project budget with each invoice that delineates expenses with the project, clearly defines the expenses associated with the project as it relates to the scope.
- Site visits and route field review may be required by the state project manager to monitor the progress of the project.
- If the project scope changes, the FDOT project manager must be notified in writing.

Fin. Proj. No.: 406919-1-94-01

Contract No.: _____

Agreement Date: _____

EXHIBIT "B" PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100, Pompano, FL 33064

Referenced by the above Financial Project Number.

Cost Estimate:

The total estimate cost for the services is estimated in the amount of \$889,000 by the FDOT Engineer's Estimate. Below is a breakdown of the costs:

Signals	589,000
Track	200,000
Material Contingency	100,000
	889,000

PARTICIPATION:	FY2014 / 2015	Total
Federal Participation:		
None	\$0	\$0
Department Participation:		
State Funds	\$889,000	\$889,000
Local Participation		
SFRTA Funds	\$0	\$0
Total		\$889,000

TOTAL PROJECT COST:	\$889,000
----------------------------	------------------

Financial Project No. 406919-1-94-01
Contract No. _____
Agreement Date _____

EXHIBIT "C"
(GENERAL - with Safety Requirements)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority 800 NW 33rd Street, Suite 100, Pompano, FL, 33064 referenced by the above Financial Project Number.

Reference statutes as applicable.

Mark the required Safety submittal or provisions for this agreement if applicable.

Safety Requirements

Bus Transit System - In accordance with Florida Statute 341.061, and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

Fixed Guideway Transportation System - (established) In accordance with Florida Statute 341.061, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety Program Plan, pursuant to Rule Chapter 14-55.

Fixed Guideway Transportation System - (new) In accordance with Florida Statute 341.061, the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule Chapter 14-55. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the system is safe for passenger service.

Financial Project No. 406919-1-94-01

Contract No. _____

Agreement Date _____

EXHIBIT "D"

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

(e.g., What services or purposes the resources must be used for)

(e.g., Eligibility requirements for recipients of the resources)

(Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$
<u>Compliance Requirements</u>		

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Assistance (Number & Title)</u>	<u>Amount</u>
FDOT	55.017	\$889,000
<u>Compliance Requirements</u>		

Allowable activities are eligible capital expenses of a New Start project, in accordance with Section 341.051(5)(a). Eligible costs include preliminary engineering, final design, right-of-way acquisition, construction, and acquisition of capital equipment.

Planning is not an allowable activity with regards to New Starts Transit Program funding.

New Start Transit Program may fund up to ½ of the nonfederal share of eligible capital costs, in accordance with Section 341.051(5)(a). Departmental participation in the final design, right-of-way acquisition, and construction of an individual fixed-guideway project which is not approved for federal funding shall not exceed 12.5 percent of the total cost of each phase.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$
<u>Compliance Requirements</u>		

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 22, 2015
AGENDA ITEM REPORT

Consent Regular

AGREEMENT WITH THE SOUTH FLORIDA EDUCATION CENTER, INC (SFEC)
FOR THE SFEC SHUTTLE BUS SERVICE

REQUESTED ACTION:

MOTION TO APPROVE: Agreement between the South Florida Regional Transportation Authority (SFRTA) and the South Florida Education Center, Inc. (SFEC) for the funding of the SFEC Shuttle Bus service, for a five-year term, in the maximum not-to-exceed amount of \$95,000 per year.

SUMMARY EXPLANATION AND BACKGROUND:

The SFEC Shuttle Bus service, operated by the SFEC, currently provides a needed connection between the Fort Lauderdale/Hollywood International Airport Station at Dania Beach and five educational institutions located in the Town of Davie: Nova Southeastern University, University of Florida, Florida Atlantic University, Broward College and McFatter Technical College.

In June 2010, SFRTA and the SFEC entered into an agreement to provide operational funding for the SFEC Shuttle Bus service for no more than fifty percent (50%) of the cost to operate the service or a maximum not-to-exceed amount of \$95,000 a year. The original one (1) year agreement has been extended by mutual consent for four (4) additional one-year periods. The last one-year period expires on June 30, 2015.

This new Agreement continues the operational funding for the SFEC Shuttle Bus service for another five years for no more than fifty percent (50%) of its operating cost, or a maximum not-to-exceed amount of \$95,000 a year.

Funding for the SFEC Shuttle Bus service is consistent with SFRTA's Five Year Shuttle Bus Service and Financial Plan (FY 2016 through FY 2020), which was approved by the SFRTA Governing Board on February 27, 2015.

Department: Planning & Capital Development
Project Manager: Loraine Cargill

Department Director: William L. Cross, P.E.
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding is available in SFRTA's FY 2016 Operating Budget.

EXHIBITS ATTACHED: Exhibit 1– Agreement between the SFEC and SFRTA for SFEC Shuttle Bus Service

AGREEMENT WITH THE SOUTH FLORIDA EDUCATION CENTER, INC (SFEC)
FOR THE SFEC SHUTTLE BUS SERVICE

Recommended by: BCross 5/14/15
Department Director Date

Approved by: CBross 5/14/15
Procurement Director Date

Authorized by: [Signature] 5/15/15
Executive Director Date

Approved as to Form by: [Signature] 5-14-15
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
Commissioner Bruno Barreiro Yes No
James A. Cummings Yes No
Andrew Frey Yes No
Frank Frione Yes No

Marie Horenburger Yes No
Nick A. Inamdar Yes No
Gerry O'Reilly Yes No
Mayor Tim Ryan Yes No
James A. Scott Yes No



AGREEMENT

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

SOUTH FLORIDA EDUCATION CENTER, INC.

FOR

SOUTH FLORIDA EDUCATION CENTER SHUTTLE BUS
SERVICE

AGREEMENT

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

SOUTH FLORIDA EDUCATION CENTER, INC

FOR

SOUTH FLORIDA EDUCATION CENTER SHUTTLE BUS SERVICE

This Agreement, made and entered into this _____ day of _____, _____, by and between:

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate, a public instrumentality, and an agency of the State of Florida, its successors and assignees, hereinafter referred to as "SFRTA", and

SOUTH FLORIDA EDUCATION CENTER, INC, a non-profit Florida organization, its successors and assignees, hereinafter referred to as "SFEC".

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, SFRTA and SFEC (the "Parties" or individually, the "Party") agree as follows:

ARTICLE 1 – SERVICES TO BE PROVIDED BY SFEC

1.1 Scope of Services. SFEC shall provide two (2) Shuttle Buses (minimum fifteen (15) passenger, ADA compliant) (the "Buses") to operate weekdays between the Tri-Rail's Fort Lauderdale/Hollywood International Airport at Dania Beach Station (the "Station") and the South Florida Education Center in Davie (the "Services"). The Buses shall be maintained in a first class condition and best efforts will be made so that the buses shall not be more than seven (7) years old at any time the Buses are in service. It is acknowledged that SFEC may engage one or more subcontractors to provide all or any portion of the Service.

1.2 Hours of Operation. The Buses shall operate weekdays except for the noted holidays per the attached schedule (Exhibit "B") and meet Tri-Rail trains pursuant to the SFEC's published schedule (the "Schedule"). The hours of operation may be amended at the sole discretion of SFRTA to accommodate changes in the Tri-Rail train schedule with a minimum of ten (10) business days' notice to SFEC in order for it to adjust its Schedule and inform the public. The Buses shall make regular stops at designated locations along a designated route (the "Route),

which is attached to this Agreement as Exhibit "A," and pursuant to the Schedule, which shall provide sufficient time for riders to meet Tri-Rail trains. A copy of the Schedule is attached to this Agreement as Exhibit "B." Each Bus shall be equipped with a two-way radio, cellular telephone, or other means of communication and SFEC shall communicate breakdowns or significant delays to SFRTA or its designee no later than one (1) hour after SFEC learns of same.

1.3 Route. The Buses shall provide the Services along the Route. The Route may be amended from time to time upon mutual agreement between SFEC and SFRTA.

1.4 Fares. Passengers shall not be charged any fee to use the Service.

1.5 Equipment Identification. The Buses shall be clearly identifiable as a Tri-Rail shuttle connection. SFEC is responsible for marketing of the Route as a SFEC/Tri-Rail Shuttle Bus service. Route map information shall be prominently displayed in the Buses and shall be updated from time to time to reflect the most up-to-date SFRTA/Tri-Rail Schedule.

ARTICLE 2 – TERM OF AGREEMENT

This Agreement shall become effective upon execution by the last party to sign. The term of this Agreement shall be for five (5) years from July 1, 2015 through June 30, 2020.

ARTICLE 3 - COMPENSATION

3.1 SFRTA shall compensate SFEC for no more than fifty percent (50%) of the cost to operate the Service under this Agreement or a maximum not-to-exceed amount of Ninety-five Thousand and no/100 Dollars (\$95,000.00) annually, whichever is less.

3.2 SFEC shall invoice SFRTA monthly in equal installments in arrears.
SFEC

3.3 SFRTA shall make payments to SFEC within forty-five (45) days after receipt of a correct invoice.

3.4 SFRTA, 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. Nothing herein contained shall prevent the making of contracts for periods exceeding (1) one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, SFRTA's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by SFRTA's Governing Board.

ARTICLE 4 – PROJECT COORDINATION AND RESPONSIBILITIES

- 4.1 SFEC shall be responsible for the coordination of the Services.
- 4.2 For the purpose of this Agreement, SFRTA’s Project Manager shall be the Operations Project Manager-Bus or other representative designated by SFRTA.
- 4.3 SFEC represents that the subcontractor utilized to perform the Services shall have adequate experience, insurance, and shall be licensed and bonded, as applicable. The subcontractor shall supply fully trained and qualified personnel at all times to perform the Services.

ARTICLE 5 – INSURANCE

Throughout the term of this Agreement, SFEC or its sub-contractor(s) shall provide, pay for, and maintain in force at all times during performance of the Services, such insurance as applicable, including Worker’s Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance. SFRTA shall be named as an additional insured under all such policies by endorsements to the policies.

ARTICLE 6 - TERMINATION

- 6.1 If, through any cause within the reasonable control of SFEC, SFEC shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, SFRTA shall thereupon give written notice to SFEC of such default and specify what actions must be taken to cure said default to avoid termination hereunder. SFEC shall have ten (10) days to cure said default, unless the period is extended or otherwise agreed to by SFRTA. In the event that SFEC shall not have cured said default to the sole satisfaction of SFRTA by such deadline, then that shall constitute grounds to terminate the Agreement. In the event of termination, SFRTA shall pay SFEC for Services performed up to the date of default. . SFEC SFRTA reserves the right to seek any and all damages available to it as a result of SFEC’s default under the Agreement.
- 6.2 SFEC Termination for Convenience. SFEC may terminate this Agreement, in whole or in part, for convenience, at any time by providing thirty (30) days written notice to SFRTA. In the event of termination for convenience, SFRTA shall pay SFEC for services performed up to the date of termination.
- 6.3 SFRTA Termination for Convenience. SFRTA may terminate this Agreement, in whole or in part, for convenience, at any time by providing thirty (30) days written notice to SFEC. In the event of termination for convenience, SFRTA shall pay SFEC for Services performed up to the date of termination. SFRC TMA’s compensation and any costs associated with the termination shall be solely limited to such payment.

6.4 It is the understanding of SFRTA and SFEC that the Route falls within the geographic and temporal limits of current Broward County Transit (“BCT”) ADA paratransit obligations. The parties agree that should BCT eliminate or modify current routes such that BCT ADA paratransit obligations would cease to exist along the Route, SFRTA shall discontinue all participation in the Route and this Agreement shall terminate. The parties agree that, should the Agreement be terminated as described in this Section 6.4, SFEC’s compensation and any costs associated with the termination shall be solely limited to payments owed to it for Services performed up to the date of termination.

ARTICLE 7 – CHANGES AND MODIFICATIONS

7.1 Upon the execution and delivery of this Agreement, it is understood and agreed that any and all previous agreements and understandings, both written and oral, between the parties are cancelled and will be superseded by this Agreement and that this Agreement embodies and sets forth all understandings between the parties.

7.2 Modifications to this Agreement must be made in the form of a written amendment signed by both SFRTA and SFEC.

ARTICLE 8 - NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, or other commonly accepted document carrier, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For SFEC:

South Florida Education Center Transportation Management Association
Attn: Director
NSU Horvitz Administration Building
3301 College Avenue
Davie, FL 33314

For SFRTA:

South Florida Regional Transportation Authority
800 N.W. 33rd Street
Pompano Beach, FL 33064
Attn: Operations Project Manager-Bus

With a copy to:

South Florida Regional Transportation Authority
800 N.W. 33rd Street
Pompano Beach, FL 33064
Attn: Teresa Moore, General Counsel

ARTICLE 10 – FORCE MAJEURE

In the event the performance by SFEC of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Agreement, whether such occurrence be an act of God, common enemy or the result of war, riot, civil commotion or sovereign conduct, SFEC shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof. However, in the event of such delay or interruption, SFRTA shall not be obligated to pay SFEC for those times in which the Service is not provided.

ARTICLE 11 - INDEMNIFICATION

11.1 SFEC and its transportation subcontractor(s) shall defend, save harmless and indemnify the officers, agents, servants and employees of SFRTA and the Florida Department of Transportation from and against any and all claims, liabilities, demands, losses, deaths, personal injuries, or damage to property, causes of action, or proceedings of whatever kind or nature, arising out of an act, error, omission, negligence or misconduct of SFEC, its officers, agents, servants or employees, in the performance of the Services, together with all costs, expenses and liabilities incurred in connection with each such claim, demand, action or proceeding, including but not limited to, all reasonable attorney's and consultant fees to and through appellate, supplemental and bankruptcy proceedings. Notwithstanding the foregoing, SFRTA acknowledges that SFEC will be contracting with an independent contractor to provide the Service required hereunder.

SFEC shall incorporate this Agreement into any agreement it enters into with any contractor(s) or third party(ies) (whether related or not to SFEC) to provide the Services and shall require that the contractor(s) and/or third party(ies) agree to be bound by the provisions of this Agreement, including but not limited to this indemnification provision.

11.2 The obligations of all parties under the above sections shall survive the expiration, termination or cancellation of this Agreement until the expiration of any applicable Statute of Limitation for any such claim, demand, cause of action or proceeding of whatsoever kind.

11.3 SFRTA acknowledges the partial waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or property damage caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Parties acknowledge that the foregoing shall not constitute a waiver of sovereign immunity by SFRTA,

nor a waiver of any defense that SFRTA may have under such statute, nor as consent to be sued by third parties.

ARTICLE 12 MISCELLANEOUS

12.1 Headings. The headings to the Sections and Subsections of this Agreement are inserted for convenience of reference only and shall in no way affect the interpretation of this Agreement.

12.2 Materiality And Waiver. The Parties agree that each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and, therefore, is a material term. The failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver by a Party of any breach of a provision of this Agreement by the other Party shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.3 Severability. If any term or provision of this Agreement or the application of that term or provision to any person or circumstance is illegal, invalid or unenforceable to any extent, then the remainder of this Agreement and the application of that term or provision to persons or circumstances other than those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby. It is also the intention of the Parties hereto that in lieu of each term or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a term or provision as similar in terms to such illegal, invalid or unenforceable term or provision as may be possible and be legal, valid and enforceable.

12.4 Interpretation. In interpreting this Agreement, the provisions in this Agreement shall not be construed against or in favor of any Party on the basis of which party drafted this Agreement.

12.5 This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Broward County, Florida, whether in state or federal court. The parties irrevocably submit to the jurisdiction of the Florida state or federal court in any action or proceeding arising out of or relating to this Agreement and each irrevocably agrees that all claims in respect to such action or proceeding shall be heard and determined in Broward County, Florida, the venue situs.

12.5 Joint Preparation. The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

12.6 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement,

requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

12.7 **Incorporation by Reference.** The attached Exhibits are incorporated into and made a part of this Agreement.

12.8 **Third Party Beneficiaries.** Neither Party intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

12.9 **Counterparts.** This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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 **CITY OF DELRAY BEACH**, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2015.

ATTEST:

SOUTH FLORIDA EDUCATION CENTER INC.

WITNESS

DATE _____

ATTEST:

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

Jack L. Stephens, Executive Director

Date: _____

By: _____
Bruno Barreiro, Chair

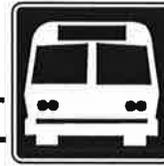
(Affirm Corporate Seal)

(Seal)

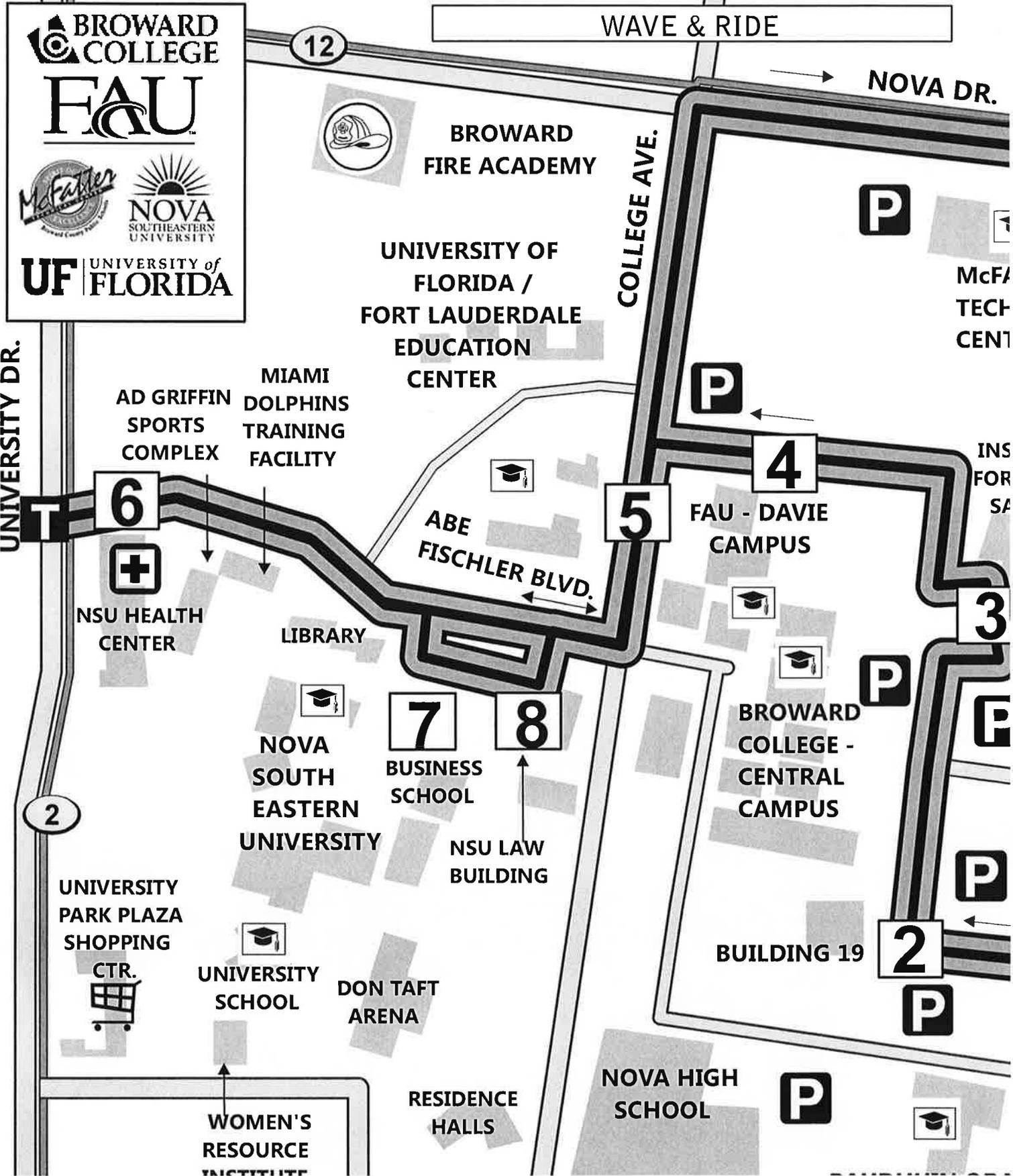
Approved as to Form and Legal Sufficiency:

By: _____
Teresa J. Moore, General Counsel

TRI-RAIL / SOUTH FLORIDA EDUCATION CENTER SHUTTLE



SHUTTLE F



UNIVERSITY DR.

WAVE & RIDE

NOVA DR.

COLLEGE AVE.

BROWARD
FIRE ACADEMY

UNIVERSITY OF
FLORIDA /
FORT LAUDERDALE
EDUCATION
CENTER

MIAMI
DOLPHINS
TRAINING
FACILITY

AD GRIFFIN
SPORTS
COMPLEX

ABE
FISCHLER BLVD.

FAU - DAVIE
CAMPUS

NSU HEALTH
CENTER

LIBRARY

NOVA
SOUTH
EASTERN
UNIVERSITY

BUSINESS
SCHOOL

NSU LAW
BUILDING

BROWARD
COLLEGE -
CENTRAL
CAMPUS

UNIVERSITY
PARK PLAZA
SHOPPING
CTR.

UNIVERSITY
SCHOOL

DON TAFT
ARENA

BUILDING 19

WOMEN'S
RESOURCE
INSTITUTE

RESIDENCE
HALLS

NOVA HIGH
SCHOOL

McFA
TECH-
CENT

INS
FOR
SA

DERDALE/HOLLYWOOD INTERNATIONAL AIRPORT STATION AT DANIA BEACH SFEC/TRI-RAIL EXPRESS SHUTTLE BUS SCHEDULE

Bus Departs	Broward College Student Center Building 19	Broward College Public Safety Building	FAU Liberal Arts Building	University of Florida/FAU	NSU Health Center	NSU Business School	NSU Law Building	McFatter Tech. Center	Bus Arrives	North Trains Depart	South Trains Depart
1	2	3	4	5	6	7	8	9	1		
					6:45	+	+	+	7:10	+	7:13 / 7:33
					7:15	+	+	+	7:35	7:38	7:53
7:15	7:35	7:36	7:38	7:39	7:43	7:46	7:47	7:51	8:10	8:18	8:13 / 8:43
7:40	8:00	8:01	8:03	8:04	8:08	8:11	8:12	8:16	8:35	9:00	9:13
8:20	8:40	8:41	8:43	8:44	8:48	8:51	8:52	8:56	9:15	+	+
8:45	9:05	9:06	9:08	9:09	9:13	9:16	9:17	9:21	9:40	10:00	10:17
9:20	9:40	9:41	9:43	9:44	9:48	9:51	9:52	9:56	10:15	+	+
9:50	10:10	10:11	10:13	10:14	10:18	10:21	10:22	10:26	10:45	11:00	11:17
10:20	10:40	10:41	10:43	10:44	10:48	10:51	10:52	10:56	11:15	+	+
10:50	11:10	11:11	11:13	11:14	11:18	11:21	11:22	11:26	11:45	12:00	12:17
11:20	11:40	11:41	11:43	11:44	11:48	11:51	11:52	11:56	12:15	+	+
12:05	12:20	12:21	12:23	12:24	12:28	12:31	12:32	12:36	12:55	1:00	1:17
12:20	12:40	12:41	12:43	12:44	12:48	12:51	12:52	12:56	1:15	+	+
12:55	1:15	1:16	1:18	1:19	1:23	1:26	1:27	1:31	1:50	2:00	2:17
1:50	2:10	+	+	+	+	+	+	+	+	+	+
2:20	2:40	2:41	2:43	2:44	2:48	2:51	2:52	2:56	3:15	+	3:17
+	3:10	3:11	3:13	3:14	3:18	3:21	3:22	3:26	3:45	3:50	+
3:20	3:40	3:41	3:43	3:44	3:48	3:51	3:52	3:56	4:15	4:38	4:17
3:55	4:10	4:11	4:13	4:14	4:18	4:21	4:22	4:26	4:45	5:08	4:47
4:20	4:40	4:41	4:43	4:44	4:48	4:51	4:52	4:56	5:15	5:28	5:17 / 5:42
4:50	5:10	5:11	5:13	5:14	5:18	5:21	5:22	5:26	5:45	5:58	+
5:20	5:40	5:41	5:43	5:44	5:48	5:51	5:52	5:56	6:15	6:26	6:17/6:43
5:50	6:10	6:11	6:13	6:14	6:18	6:21	6:22	6:26	6:45	6:58	+
6:20	6:40	6:41	6:43	6:44	6:48	6:51	6:52	6:56	7:15	7:28	7:28
6:50	7:10	7:11	7:13	7:14	7:18	7:21	7:22	7:26	7:45	8:28	7:58

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 22, 2015
AGENDA ITEM REPORT

Consent Regular

AGREEMENT WITH THE CITY OF DELRAY BEACH
FOR THE DOWNTOWN ROUNDABOUT SHUTTLE BUS SERVICE

REQUESTED ACTION:

MOTION TO APPROVE: Amendment No. 1 to the Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and the City of Delray Beach (City) for the Downtown Roundabout Shuttle Bus service for a one (1) year period in the maximum not-to-exceed amount of \$75,000.

SUMMARY EXPLANATION AND BACKGROUND:

The City's Downtown Roundabout Shuttle Bus (Shuttle Bus) currently provides a needed connection between the various employment, educational, and recreational points of interest in Downtown Delray Beach and the Delray Beach Tri-Rail station on Congress Avenue. On June 7, 2013, SFRTA and the City entered into an Interlocal Agreement (Agreement) to provide operational funding for the Shuttle Bus service in an amount not-to-exceed \$75,000 annually for two (2) years. This Agreement expires on June 30, 2015.

SFRTA and the City desire to amend the Agreement to continue improved transit access to/from the Delray Beach Tri-Rail station. This Amendment will provide operational funding for the Shuttle Bus service for one additional year (July 1, 2015 thru June 30, 2016) in an annual amount not-to-exceed \$75,000. The City Commission approved the Amendment on May 6, 2015.

Funding for this Shuttle Bus service is consistent with SFRTA's Five Year Shuttle Bus Service and Financial Plan (FY 2016 through FY 2020), which was approved by the SFRTA Governing Board on February 27, 2015.

Department: Planning & Capital Development
Project Manager: Loraine Cargill

Department Director: William L. Cross, P.E.
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding is available in SFRTA's FY 2016 Operating Budget.

EXHIBITS ATTACHED: Exhibit 1-- Amendment No. 1 to the Interlocal Agreement between the City of Delray Beach and SFRTA

Exhibit 2-- Existing Route Alignment

**AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN
THE CITY OF DELRAY BEACH AND SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

THIS AMENDMENT No. 1 to the Interlocal Agreement between the **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** ("SFRTA") and the **CITY OF DELRAY BEACH** ("City") dated May 30, 2013 and which came into effect on June 7, 2013 is hereby amended this _____ day of _____, 2015.

WITNESSETH:

WHEREAS, the parties entered into an agreement effective June 7, 2013, in which SFTFA promised to provide operational funding for the Downtown Roundabout Shuttle Bus service in the amount not to exceed \$75,000 a year for two years; and

WHEREAS, SFTRA desires to provide the City with an additional year of funding for the Downtown Roundabout Shuttle Bus service in an amount not to exceed \$75,000.

WHEREAS, the parties desire to amend the agreement to extend the term of the interlocal agreement one year.

NOW, THEREFORE, the parties hereto in consideration of the covenants herein contained agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated as if fully set forth herein.

2. **Modification.** The Agreement is modified to include the following language:

ARTICLE 2 – TERM OF AGREEMENT

2.1 This Agreement shall become effective upon execution by both parties.

The term of this Agreement shall be for ~~two~~ three years commencing on July 1,

2013, and terminating on ~~June 30, 2015~~ June 30, 2016. At the end of the demonstration period, service will be evaluated for continued funding.

ARTICLE 3 – COMPENSATION

3.1 SFRTA shall provide operational funding for the Downtown Roundabout Shuttle Bus in an annual amount not to exceed \$75,000 for Year 1, ~~and \$75,000 for Year 2, and \$75,000 for Year 3.~~

3. **Entire Agreement.** Except as modified by this amendment, the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date written above.

ATTEST:

City Clerk

CITY OF DELRAY BEACH

By: _____
Cary Glickstein, Mayor

Approved as to Form:

City Attorney

WITNESSES:

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

(Print or Type Name)

By: _____
Chair

(Print or Type Name)

STATE OF _____

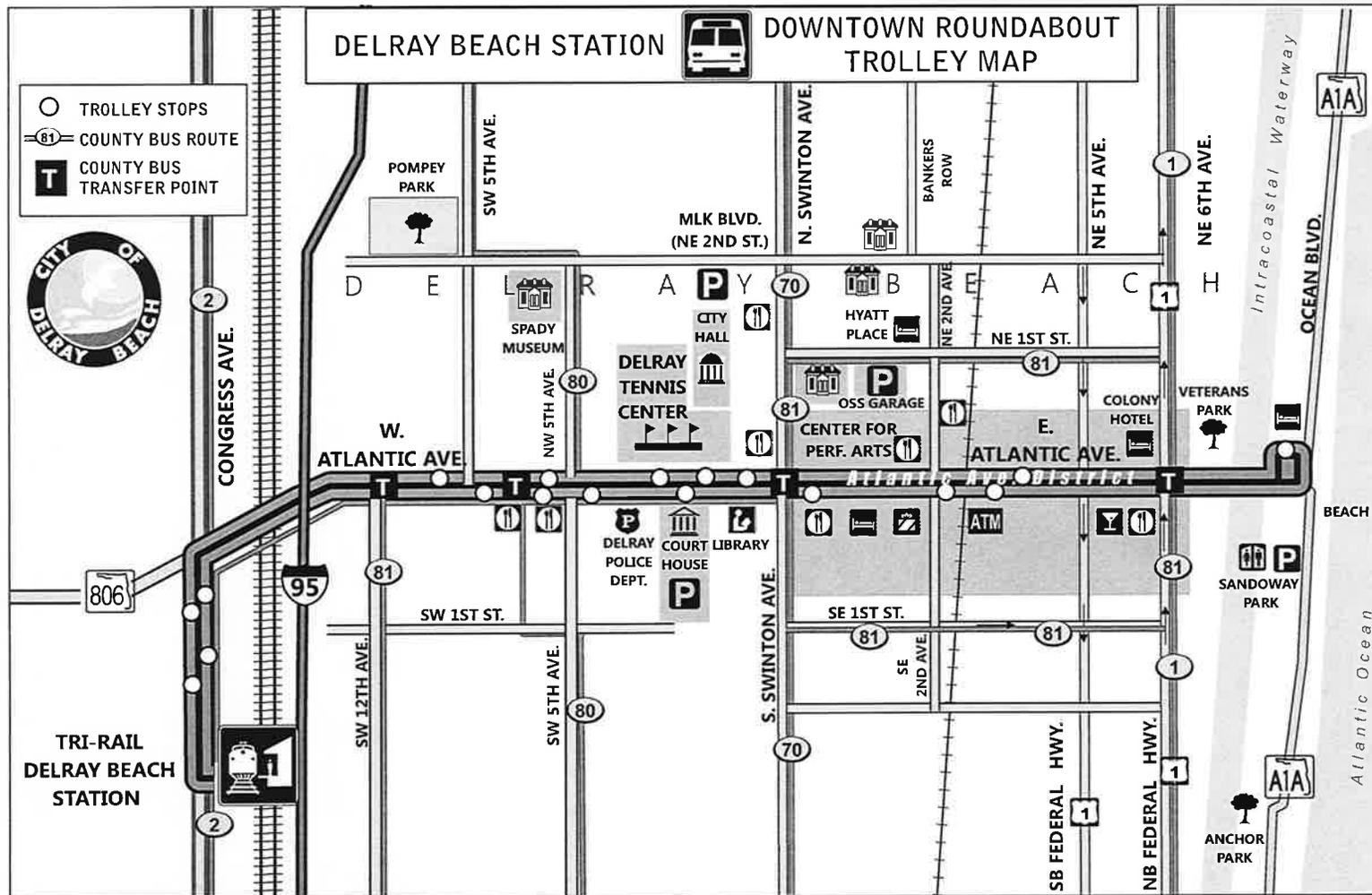
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

Signature of Person Taking Acknowledgment

Name Typed, Printed or Stamped

DELRAY BEACH STATION DOWNTOWN ROUNDABOUT TROLLEY MAP



Hours of Operation

Monday through Friday 6:00AM - 11:15PM,
Saturday & Sunday 8:00AM - 11:00PM

Bus operates every 15 minutes at station and designated stops along the route (except where noted below*).

*Shuttle operates every 30 minutes between 6:00AM - 6:30AM and 7:00PM - 11:15PM weekdays.

*Shuttle operates every 30 minutes between 8:00AM - 12:00PM and 6:00PM - 11:00PM weekends/holidays.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 22, 2015

AGENDA ITEM REPORT

Consent Regular

AGREEMENT BETWEEN THE SOUTH FLORIDA REGIONAL TRANSPORTATION
AUTHORITY AND TRANSIT VILLAGE, LLC

REQUESTED ACTION:

MOTION TO APPROVE: Agreement between the South Florida Regional Transportation Authority (“SFRTA”) and Transit Village, LLC (“TV”) to allow for SFRTA’s execution of City of West Palm Beach Downtown Action Committee’s “Owners’ Consent Form” for variances from the City of West Palm Beach Land Development Code.

SUMMARY EXPLANATION AND BACKGROUND:

As part of TV’s proposed transit oriented development, including a parking garage, around Tri-Rail’s West Palm Beach Station and Palm Beach County’s property located adjacent to the station, TV has requested two variances (expansion of driveway width and exceedance of building footprint dimensions) from the City of West Palm Beach Downtown Action Committee (DAC”). Additional variances may be required.

The DAC requires that all owners of property within the development site agree to any conditions that may be imposed by the DAC. SFRTA owns a small portion of the site.

The Purchase and Sale Agreement executed on June 7, 2013 between TV and SFRTA for the purchase of 250 parking spaces in the TOD’s parking garage, states that SFRTA will reasonably cooperate with TV in obtaining government approvals for its development provided such approvals do not materially and adversely impact SFRTA’s operations. As TV’s application for variances has not been acted upon by the DAC and it is unknown whether any conditions will be imposed or whether such conditions would impact SFRTA’s operations as specified in the Purchase and Sale Agreement or whether any additional variances will be required, TV has agreed to indemnify SFRTA from any costs it may incur due to any conditions attached by the DAC to its approval.

Department: Executive
Project Manager:

Department Director: Jack Stephens
Procurement Director: Christopher Bross

FISCAL IMPACT: N/A

EXHIBITS ATTACHED: Exhibit 1: Agreement between TV and SFRTA

AGREEMENT BETWEEN THE SOUTH FLORIDA REGIONAL TRANSPORTATION
AUTHORITY AND TRANSIT VILLAGE, LLC

Recommended by: _____ Approved by: C. Cross 5/21/15
 Department Director Date Procurement Director Date

Authorized by: [Signature] 5-21-15 Approved as to Form by: [Signature] 5-21-15
 Executive Director Date General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Steven L. Abrams _____ Yes _____ No
 Commissioner Bruno Barreiro _____ Yes _____ No
 James A. Cummings _____ Yes _____ No
 Frank Frione _____ Yes _____ No
 Andrew Frey _____ Yes _____ No

Marie Horenburger _____ Yes _____ No
 Nick A. Inamdar _____ Yes _____ No
 James A. Scott _____ Yes _____ No
 Gerry O'Reilly, P.E. _____ Yes _____ No
 Mayor Tim Ryan _____ Yes _____ No

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 22, 2015
AGENDA ITEM REPORT

Information Item Presentation

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND:

The South Florida Regional Transportation Authority (SFRTA) continues to work with its partner agencies on plans to expand Tri-Rail service onto the Florida East Coast (FEC) Railway corridor, known as “Tri-Rail Coastal Link” (TRCL). The project proposes a system of fully integrated and complementary Tri-Rail services that would create extensive mobility benefits and significant new economic development opportunities throughout the region.

SFRTA’s Governing Board has directed staff to provide monthly TRCL updates on overall project information, schedule, costs, and SFRTA’s roles identified in the TRCL Memorandum of Understanding (MOU).

SFRTA’s Executive Director is in communication with various partners on the issue of access terms and costs for TRCL service on the FEC corridor. No formal corridor-wide access meetings among the three parties [All Aboard Florida (AAF), Florida Department of Transportation (FDOT) and SFRTA] are currently scheduled. However, TRCL coordination and technical activities continue to occur, along with exploration of accelerated interim service expansion to Downtown Miami (a.k.a. Tri-Rail Downtown Miami Link). An update on these activities will be included in the May presentation to the SFRTA Governing Board.

Since the last TRCL update, provided to the SFRTA Governing Board on April 24, 2015, various project activities have transpired. These include: TRCL presentations, committee meetings, coordination meetings with partner agencies and local governments, and frequent technical meetings, conference calls and meetings among representatives of AAF, FECR, FDOT and SFRTA. Various inter-agency meetings were held to develop draft agreements regarding funding for the Tri-Rail Downtown Miami Link project. (Exhibit 1.)

(Continued on Page 2)

Department: Planning & Capital Development
Project Manager: Joseph Quinty, AICP

Department Director: William L. Cross, P.E.
Procurement Director: Christopher Bross

EXHIBITS ATTACHED: Exhibit 1- TRCL Project Update Presentation
 Exhibit 2- TRCL Project Steering Committee Presentation (4/29/15)

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The following is a list of recent TRCL related meetings and presentations:

AAF/TRCL Operations Coordination Teleconferences – 4/22, 5/6, 5/20

Panel & Presentation at TransAction 2015 Conference – 4/22

TRCL Project Steering Committee Meeting – 4/29

AAF/FECR/FDOT/SFRTA Infrastructure Coordination Meeting – 5/5

At the time of writing, other Tri-Rail Downtown Miami Link meetings and presentations (targeted for mid to late May) were tentatively planned, pending successful development of draft inter-agency funding agreements.

With the pending start of the Project Development (PD) phase for the overall TRCL project, activities of the official TRCL project committee structure will increase over the coming weeks. The following is a summary of the TRCL committee schedule and activities:

Project (Executive) Steering Committee:

A meeting of the TRCL Project Steering Committee was held on April 29, 2015. Topics discussed at the meeting included recent FTA coordination, pre-National Environmental Policy Act (NEPA) tasks and progress, the tentative “Project Development” phase schedule, AAF and FECR coordination, Iris and Northwood rail connection status, and Downtown Miami Link efforts. The presentation from the April 29, 2015 meeting is attached. (Exhibit 2.) The next meeting of the Project Steering Committee is scheduled for July 22, 2015.

Public Involvement/Outreach Sub-Committee:

The next meeting of the Public Involvement/Outreach (PI/O) Sub-committee is scheduled for July 14, 2015.

Financial Sub-Committee:

The next meeting of the Financial Sub-committee is scheduled for June 17, 2015.

Technical Sub-Committee:

The next meeting of the Technical Sub-committee is scheduled for May 27, 2015. Key technical activities over the past year have been rail operations planning coordination (AAF, freight, and TRCL trains), details of the three AAF/TRCL downtown stations (Miami, Fort Lauderdale, and West Palm Beach), and all aspects of the proposed interim TRCL service to downtown Miami (now known as Tri-Rail Downtown Miami Link). Extensive coordination and review of information and data associated with the Downtown Miami Link has been a focus in recent months.

Tri-Rail Downtown Miami Link:

A time sensitive opportunity exists to gain access into the planned AAF “Miami Central” Station in Downtown Miami. AAF has offered to add two additional tracks in their station designed specifically for future Tri-Rail service. In return, AAF will allow access on the FECR into this station via the Iris/Little River rail connection between the South Florida Rail Corridor and Downtown Miami.

(Continued on Page 3)

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

These station improvements, along with corridor upgrades to support passenger rail, will cost approximately \$68 Million to be paid by the public sector. SFRTA is working with local governments and FDOT to develop a funding package, although AAF has offered to finance all costs “up front.” Specific details and terms of an agreement among SFRTA, AAF and potentially FDOT were the subject of a meeting held on February 18, 2015 with SFRTA, represented by Commissioner Abrams and staff.

Preliminary discussions with the FTA suggest its general support and agreement to clear the project through the NEPA process. SFRTA has also coordinated with FDOT and has mutually agreed that SFRTA will lead the NEPA process for the Downtown Miami Link service in close coordination with FDOT and the overall TRCL project team.

At the February, March, and April 2015 meetings of the SFRTA Governing Board, Executive Director Jack Stephens, Chairman Barreiro, and Commissioner Abrams provided status report updates that noted progress for various facets of the Tri-Rail Downtown Miami Link effort. In February, the Governing Board took action to develop a resolution of support for the Tri-Rail Downtown Miami Link, noting the project’s importance and its unique public-private-partnership opportunity. At that meeting, Commissioner Abrams announced an agreed upon \$1 million access fee (one-time payment) with FECI for a perpetual public commuter rail easement for the segment of the FEC Corridor between the Iris rail connection and Downtown Miami. In March and April 2015, Executive Director Stephens relayed the actions and discussions at recent city and county meetings that have occurred as part of numerous briefings with elected officials. Coordination and discussions with elected officials and various agencies regarding funding for the Tri-Rail Downtown Miami Link are ongoing.

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

Recommended by: BCross 5/14/15 Approved _____
Department Director Date Procurement Director Date

Authorized by: [Signature] 5/14/15 Approved as to Form [Signature] 5-14-15
Executive Director Date General Counsel Date

Tri-Rail Coastal Link



Broward Metropolitan Planning Organization
Florida Department of Transportation
Miami-Dade Metropolitan Planning Organization
Palm Beach Metropolitan Planning Organization
Southeast Florida Transportation Council
South Florida Regional Planning Council
South Florida Regional Transportation Authority
Treasure Coast Regional Planning Council

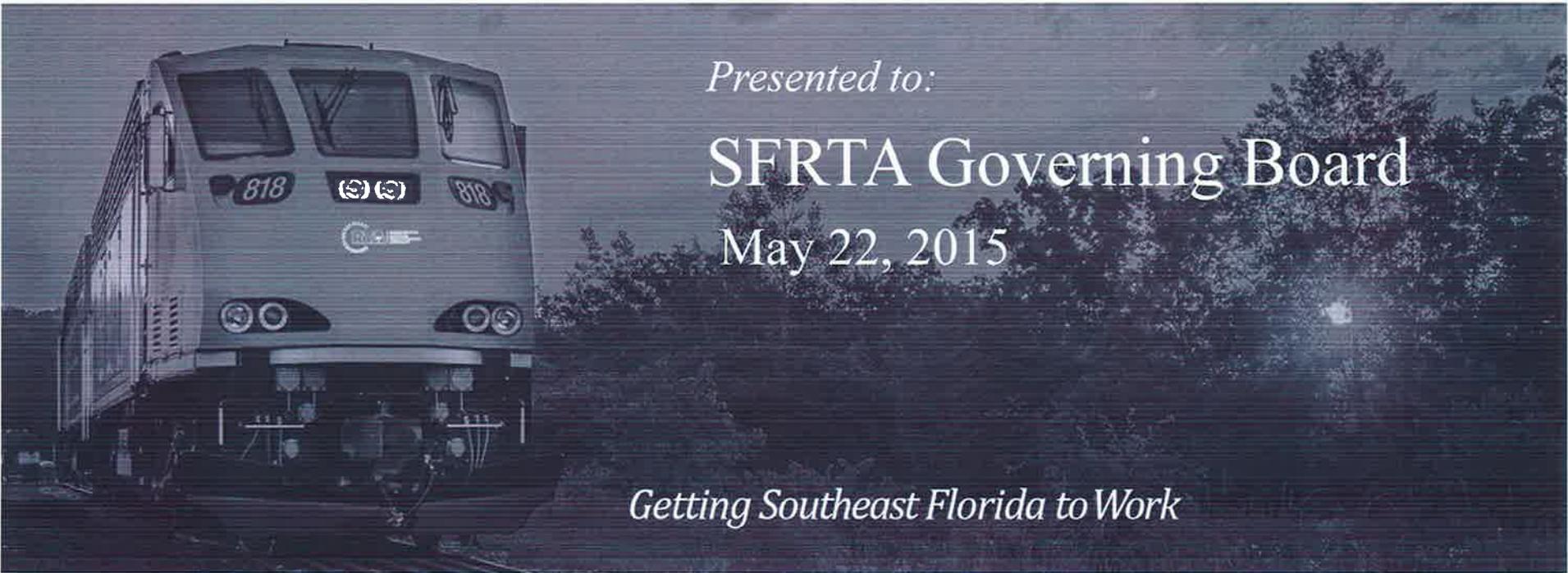
Tri-Rail Coastal Link Project Update

Presented to:

SFRTA Governing Board

May 22, 2015

Getting Southeast Florida to Work



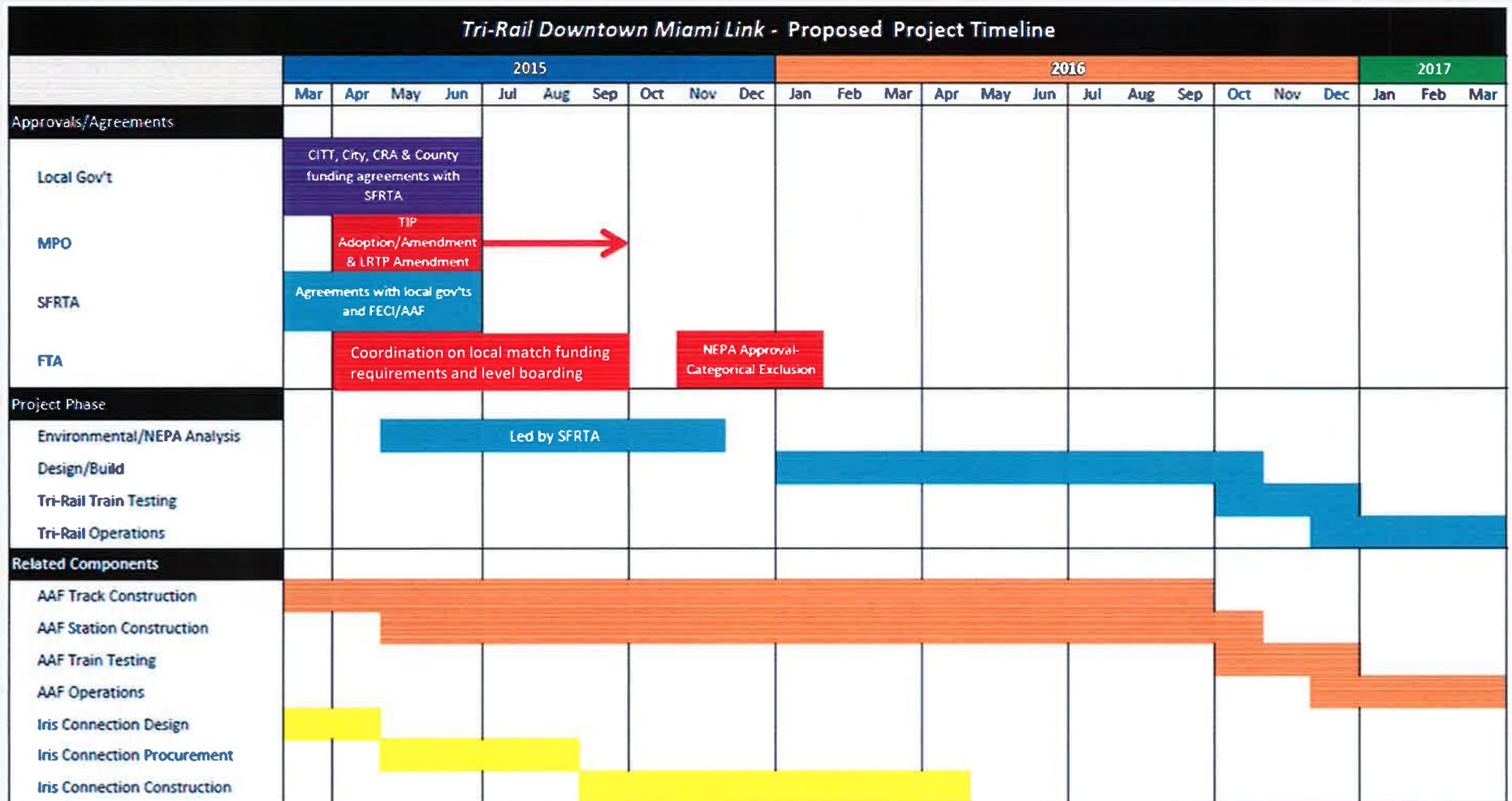


Recent Meetings & Coordination Activities



- **TRCL Project Steering Committee Meeting**
 - Held on April 29
 - Meeting presentation & materials attached as *Exhibit 2*
- **TRCL Project Development Phase**
 - Letter to FTA requesting re-entry is imminent
 - Official kick-off after AAF EIS release
- **Technical coordination with AAF and FECR**
 - Operations Coordination conference calls – 4/22, 5/6 & 5/20
 - Infrastructure Coordination meeting – 5/5
- **Coordination with multiple parties on funding framework and formal agreements for *Tri-Rail Downtown Miami Link***
 - Approvals scheduled for meetings throughout May & June

Tri-Rail Downtown Miami Link – Proposed Project Timeline



Tri-Rail Coastal Link

Getting Southeast Florida To Work



For additional information, please visit us at...

www.Tri-RailCoastalLink.com



Project Steering Committee

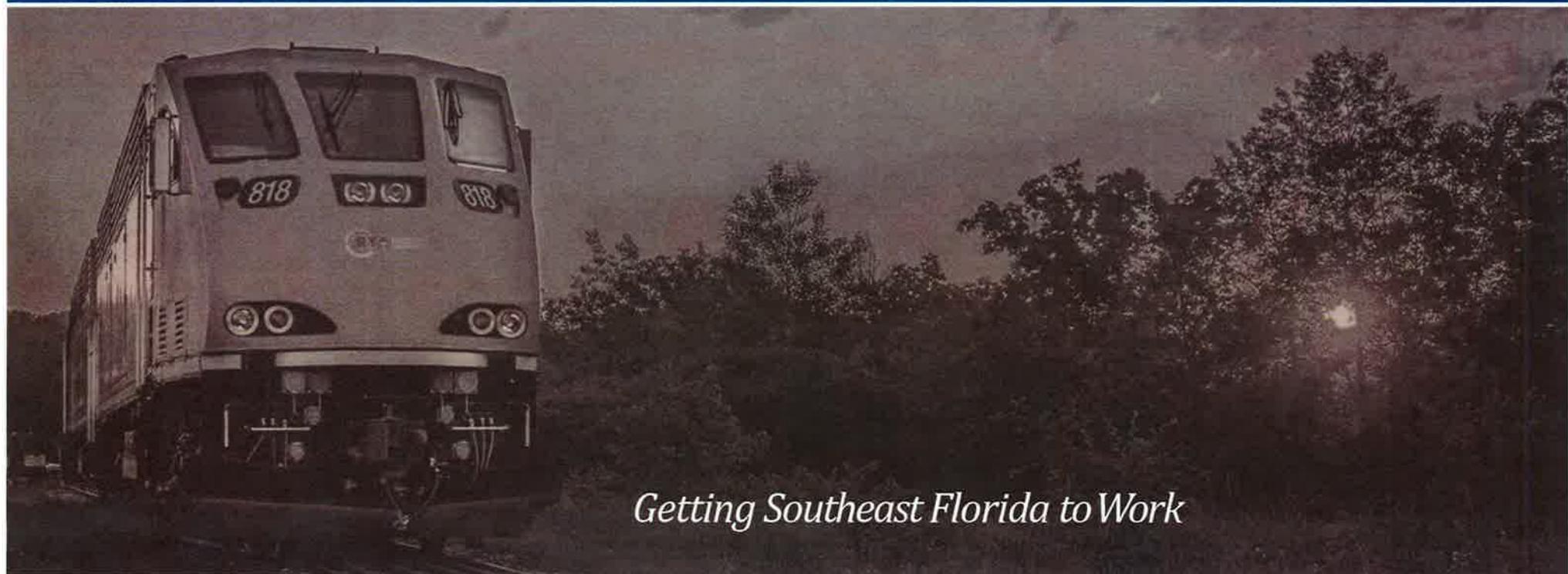
Tri-Rail Coastal Link

Broward Metropolitan Planning Organization
Florida Department of Transportation
Miami-Dade Metropolitan Planning Organization
Palm Beach Metropolitan Planning Organization
Southeast Florida Transportation Council
South Florida Regional Planning Council
South Florida Regional Transportation Authority
Treasure Coast Regional Planning Council



April 29, 2015

FDOT District 4



Getting Southeast Florida to Work



Technical Subcommittee Update

Financial Subcommittee Update

Outreach Subcommittee Update

Next Steps



Technical Subcommittee Update

Financial Subcommittee Update

Outreach Subcommittee Update

Next Steps



- FDOT & SFRTA held two meetings with FTA in January
 - At Washington, D.C. Headquarters on January 21st
 - At Region IV office in Atlanta on January 28th
 - Discussed TRCL Entry into PD and *Downtown Miami Link* (DML)
 - Proposed to resubmit Request to Enter PD once AAF FEIS / Record of Decision (ROD) issued by FRA to avoid public confusion
 - Noted that DML would provide service into Downtown Miami while TRCL is developed and funded



PD Milestone Schedule (2 Years)



Project Task:

FTA Approves Entry into PD / Initiate PD

Initial Screening of Alternatives

Public Kick-off Meetings

Comparative Analysis of Alternatives

Prepare Draft Environmental Assessment (EA)

Alternatives Public Workshops

PSC Review of Recommended Alternative

Approval of Draft Financial Plan by Funding Partners & PSC

Finalize EA and Preliminary Engineering Report for Public Hearing

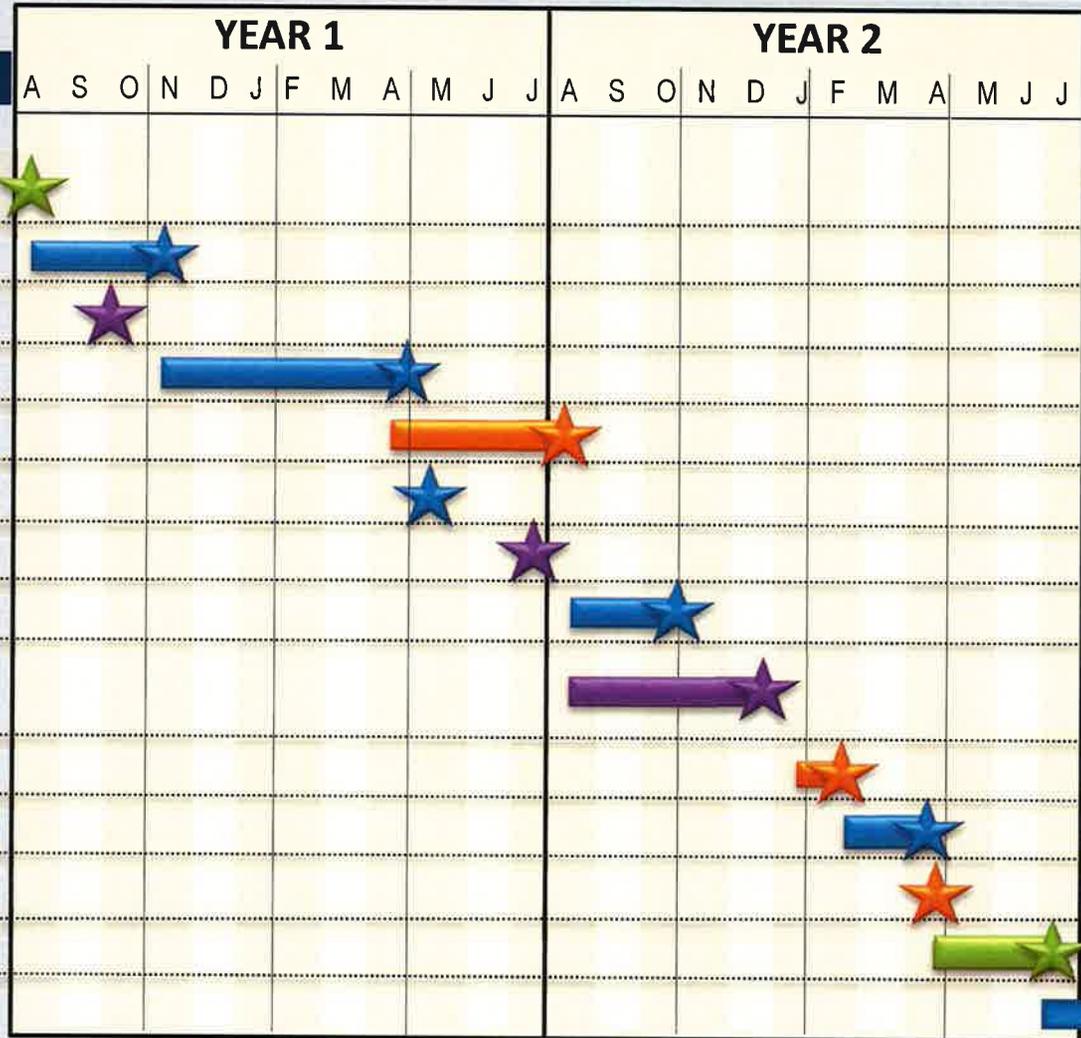
Locally Preferred Alternative (LPA) Selected / Endorsed by MPOs

Update LRTP Cost Feasible Plans / TIP / STIP

Submit New Starts and Final EA / Draft FONSI to FTA

FTA Review / Obtain Project Rating and FONSI Approval

Entry into Engineering Phase: Application and Approval



* Note: Schedule is intended to illustrate key milestones. Dates are subject to change.



- Pre-NEPA Activities Underway

- Station right-of-way cost estimates updated
- Pompano Connection Plans and Right-of-Way updated
- Project Fact Sheet and website updated
- Public Involvement Program draft under review
- Data collection
 - Aerial Photogrammetry – completed
 - Engineering Survey - completed
 - Geotechnical Investigation – under coordination with FECR
 - Environmental & Cultural Resources – desktop analysis done; field review during PD
 - Traffic data collection pending at station locations



- Review of available AAF design plans underway
- Schedule to be updated based on anticipated entry into PD

- Upcoming NEPA milestone activities during PD
 - Summer / Fall 2015
 - Advance Notification transmittal letter to federal, state and local agencies
 - FDOT Environmental Technical Advisory Team (ETAT) teleconferences
 - Public Kickoff Workshops for Environmental Assessment (EA)
 - Fall / Winter 2015
 - Detailed Alternatives Analysis



- All Aboard Florida (AAF) Phase 1 construction has begun from *MiamiCentral* Station to West Palm Beach
- Bi-weekly technical coordination calls now include FECR staff
- Three technical meetings held recently
 - January 20th, March 26th (both in Orlando), April 14th (Jacksonville)
 - Focused on infrastructure and signalization issues between *IRIS* and *MiamiCentral* Station for *Downtown Miami Link* service
- AAF now has a dedicated FECR liaison on staff



- TRCL Corridor
 - Reviewing track and grade crossing plans
 - Continuing analysis of near-term and long-term capacity requirements
 - Reviewing specific trackage and special trackwork - crossovers, turnouts

- *IRIS* Junction
 - Discussing capacity and reliability improvements
 - Reviewing additional signaling and control points
 - SFRTA performing supplemental environmental work



- *MiamiCentral Station*
 - Reviewing revised track layout and capital costs
 - SFRTA addressing level boarding requirements due to ADA

- *Ft. Lauderdale Station*
 - Reviewing track changes requested by FECR
 - Discussing potential operating plan or schedule changes



- AAF public information meetings held October 27th-29th
 - Miami, Ft. Lauderdale, and West Palm Beach
- State of Florida Clearinghouse comments released March 6th
 - Comments from state agencies, water management districts and regional planning councils
- AAF expects Final EIS to be released next month
 - FRA Record of Decision will be executed 30-45 days later



TIGER Project Status – *IRIS* and Northwood



- FRA Coordination
 - FRA concurrence with 30% Preliminary Design plans April 1st
 - FRA Site Visit / Annual Project Review held April 14-15th
 - FRA approval to start Construction (Phase 1A and 1B) and Final Design (Phase 2) expected in May 2015
- Agency and Public Coordination
 - City of West Palm Beach – Northwood utility relocations, Quiet Zone application support and technical items
 - Northwood Design Public Workshop scheduled May 12th
 - City of Hialeah / County - NW 37th Avenue widening project & *IRIS*
 - Visit www.railprogress.com for design plans and project info

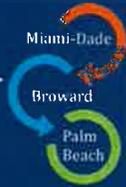


TIGER Project Status – *IRIS* and Northwood



- Schedule
 - May 2015 - Preliminary design plans complete for all three Phases
 - September 2015 – Spring 2016: Phase 1A (Rehabilitate Northwood) and Phase 1B (IRIS NE) Construction
 - June 2015 – Phase 2 (New Northwood) Final Design begins
 - Right-of-Way work: appraisals near completion; property owner coordination ongoing; start construction in 2017
- Memoranda of Agreement with SFRTA and FEC being executed
- Railroad Reimbursement Agreements under review

Tri-Rail Coastal Link



All Aboard Florida & Tri-Rail Coordination in Downtown Miami



Tri-Rail

All Aboard Florida



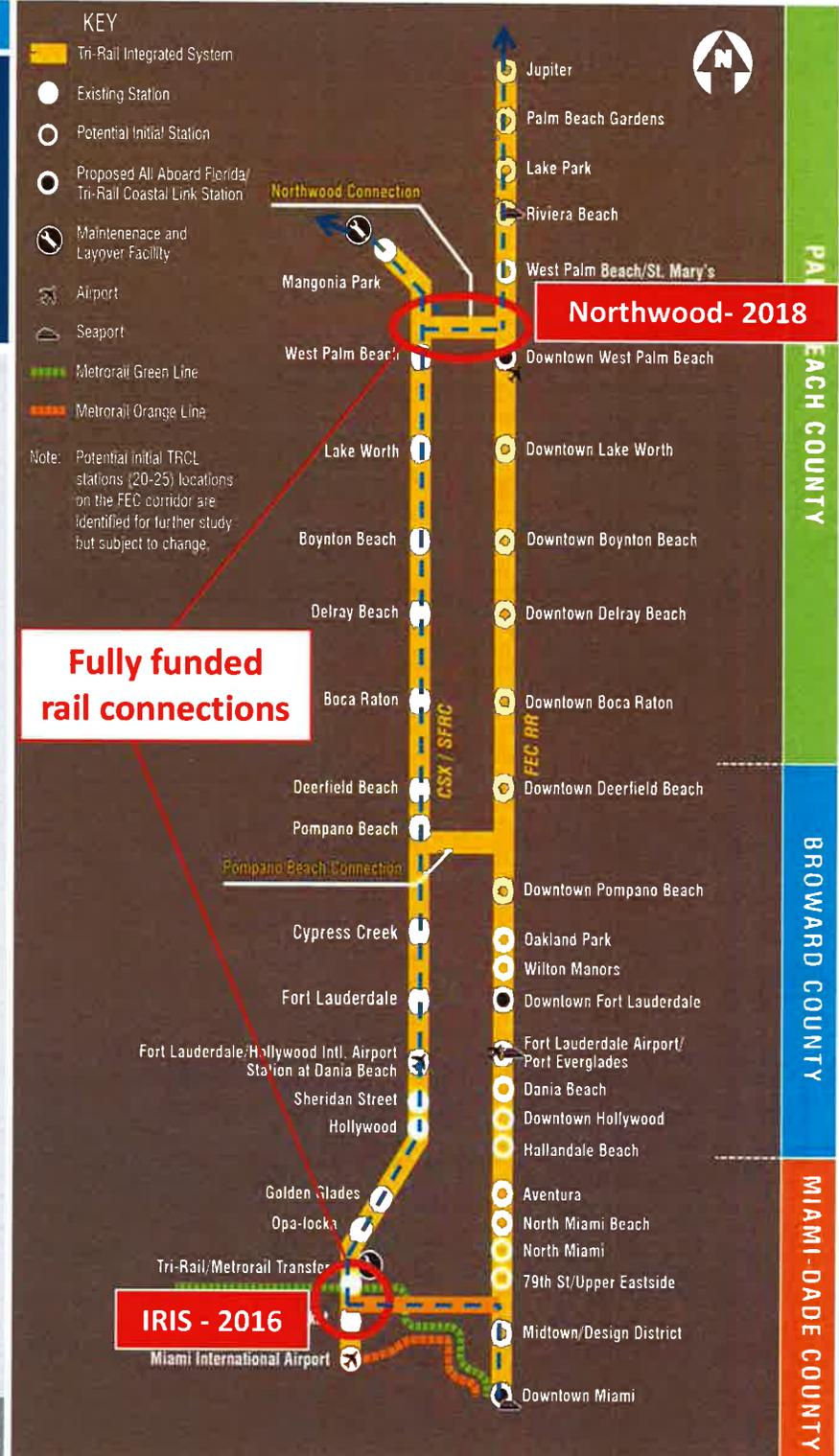
Cross section of the proposed "MiamiCentral" Station in Downtown Miami

Tri-Rail Coastal Link



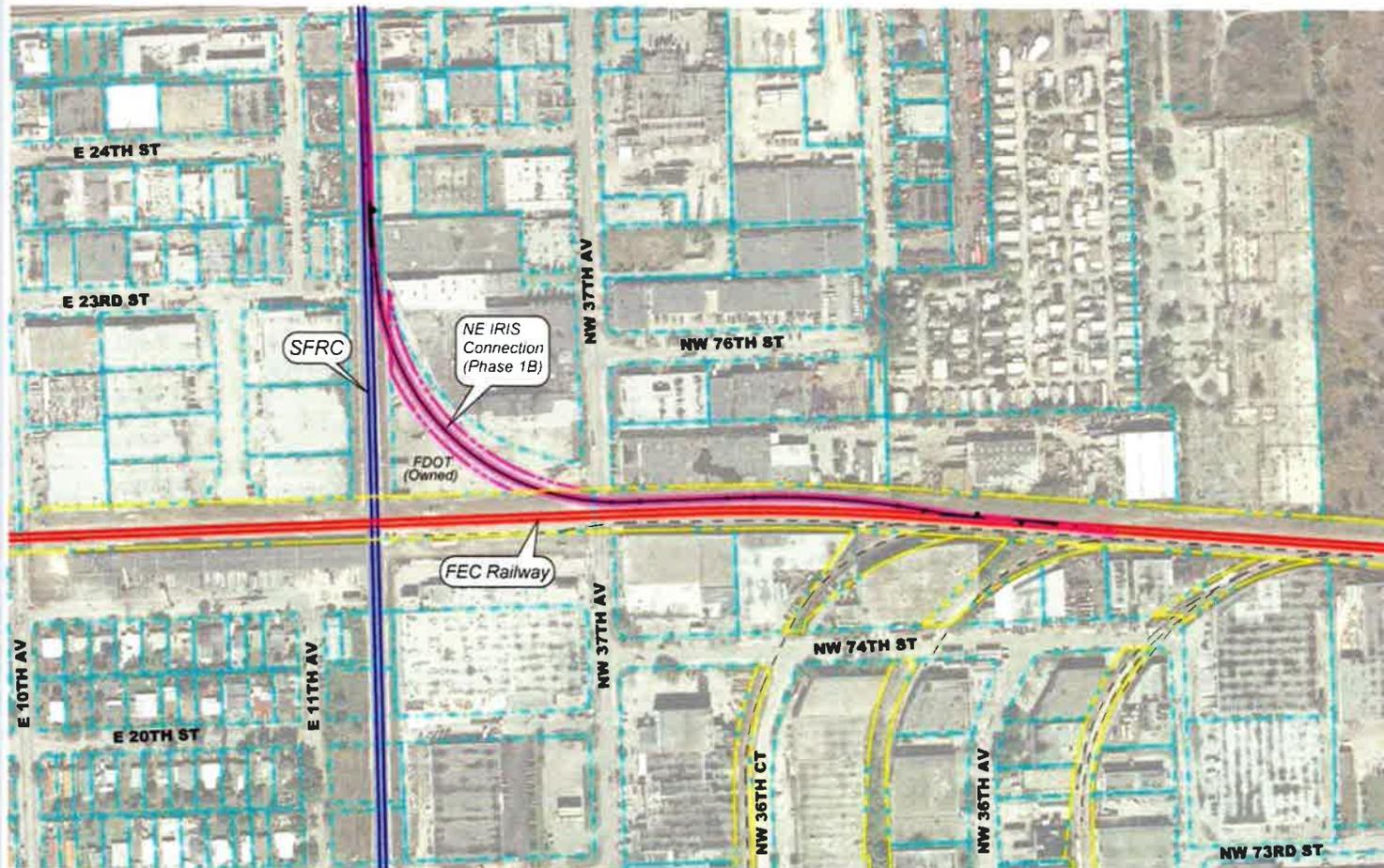
CSX-FEC Rail Connections

- Key east-west rail connections between SFRC/CSX & FEC
 - Allow for an integrated freight & passenger rail network
- USDOT TIGER V grant award
 - Multi-agency public-private partnership
 - \$47.2 M total cost
 - TIGER- \$13.7 M
 - FDOT- \$29 M
 - CSX- \$1 M
 - FEC- \$1 M
 - SFRTA- \$2.5 M
 - Opens opportunities for near-term Tri-Rail expansion





IRIS Rail Connection



LEGEND

- Proposed Turnout
- Proposed New Track
- FEC Railway
- South Florida Rail Corridor
- Proposed IRIS Connection
- Existing Property Lines (GIS)
- Existing ROW
- Proposed ROW



Currently under design, construction to be completed by early 2016



MiamiCentral Station & Transit Oriented Development

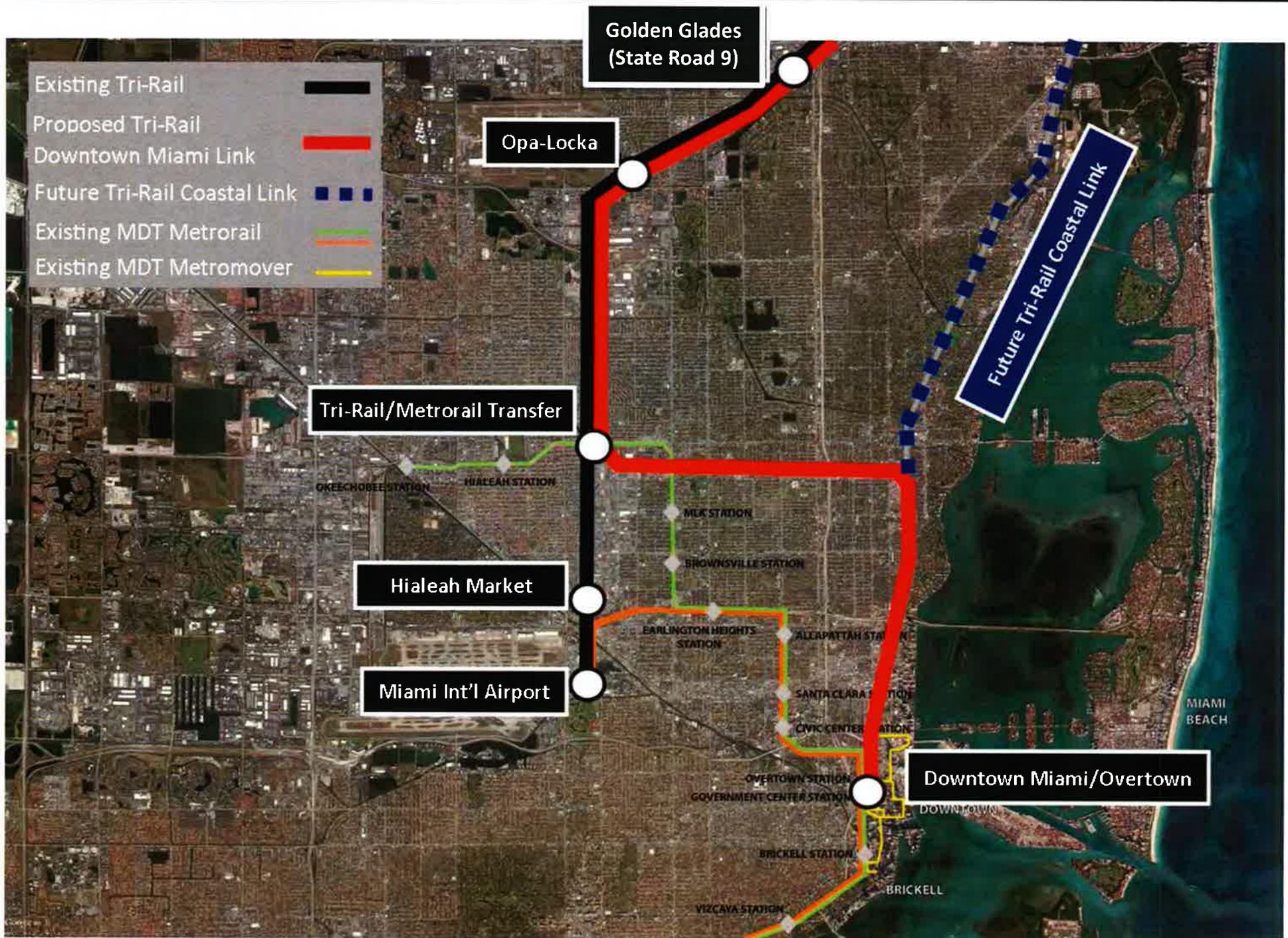


Tri-Rail Downtown Miami Link

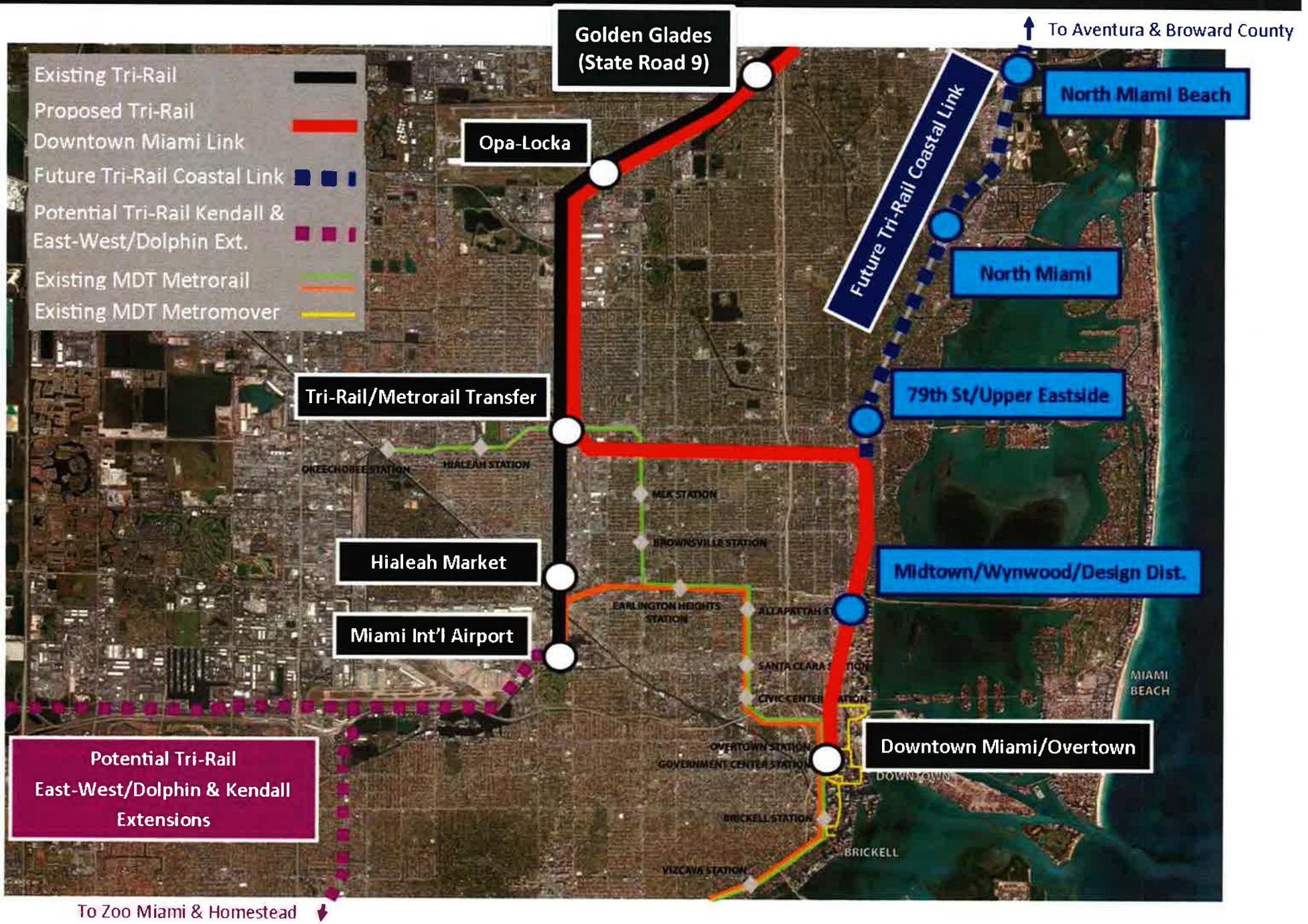
- Unique public-private partnership opportunity
- New service with 26 direct trains each weekday between Downtown Miami and all points north on the existing Tri-Rail system
- Fast implementation with service as early as Dec. 2016
 - Same as All Aboard Florida
- Discussions now taking place with elected officials and various agencies



Tri-Rail Downtown Miami Link Route



Tri-Rail Downtown Miami Link and Other Rail Expansion Opportunities



Tri-Rail

Downtown Miami Link

Project Elements & Costs

- Rail infrastructure
 - Track and Signals
 - Grade Crossing upgrades
 - Allowing for new Quiet Zones (on E-W segment)
 - Positive Train Control (PTC)
- Corridor access fee
 - Permanent perpetual easement
 - IRIS Connection to Downtown Miami
- *MiamiCentral* Station
 - Tri-Rail section of the elevated station
 - Tri-Rail portion of shared station elements and supports

**\$19.3
Million**

**\$1
Million**

**\$48.6
Million**

Tri-Rail Downtown Miami Link

Draft Funding Framework as of 3/23/15

<u>Entity</u>	<u>Cost</u>	<u>% of TIF</u>	<u>% of Overall Cost of Project</u>
SEOPW CRA	\$ 39,064,890	33.63%	56.68%
Omni CRA	\$ 1,208,192	N/A	1.75%
City of Miami	\$ -	0.00%	0.00%
Sub-Total for TIF Participants	\$ 40,273,082		58.43%
Miami-Dade County	\$ 8,357,349	N/A	12.13%
Florida Department of Transportation (FDOT) <i>*Requested</i>	\$ 17,190,000	N/A	24.94%
South Florida Regional Transportation Authority (SFRTA)	\$ 3,100,000	N/A	4.50%
Sub-Total Non-TIF Participants	\$ 28,647,349		41.57%
Total	\$ 68,920,431		100.00%



Tri-Rail

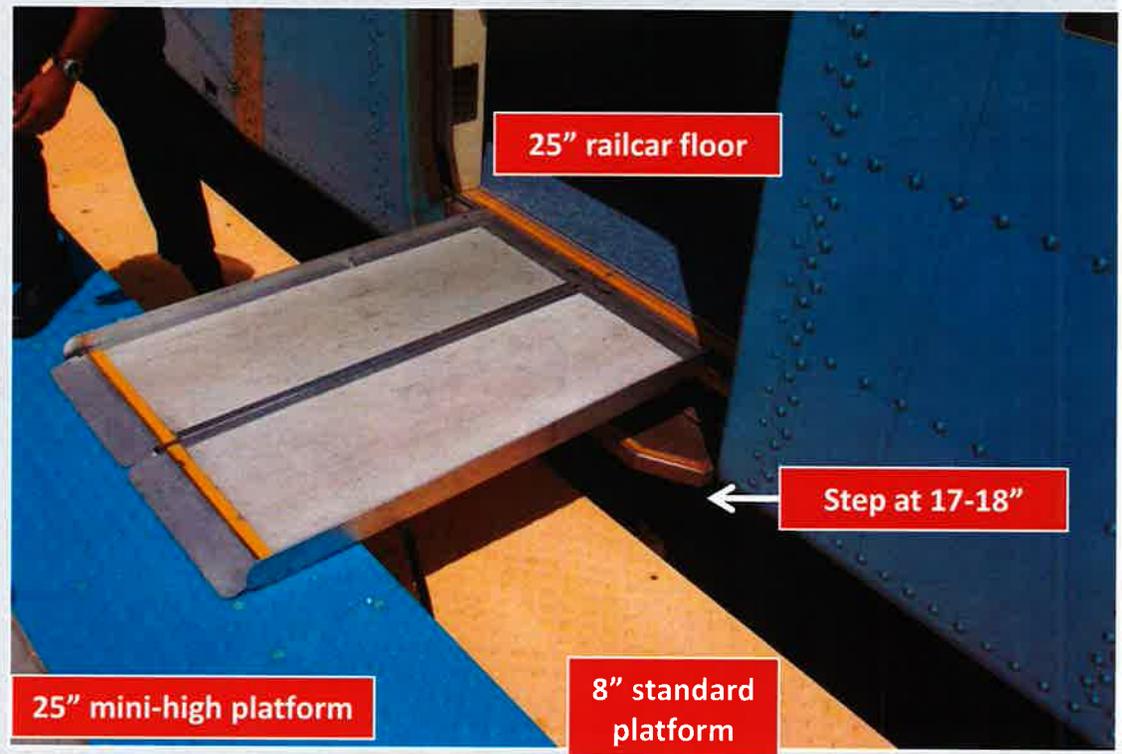
Downtown Miami Link

- Technical Issues
 - Continuing infrastructure and operations coordination with AAF & FECR
 - Downtown Miami Station platform height to meet new USDOT “level boarding” requirements

Tri-Rail

Downtown Miami Link

- Level Boarding Issue
 - Mini-high platforms and bridge plates used by Tri- Rail & peer agencies
 - New 2012 regulations appear to require new configuration in Downtown Miami



ADA access on Tri-Rail cab car

Tri-Rail Downtown Miami Link

Requires development of "new" solution

Likely 25" platform height

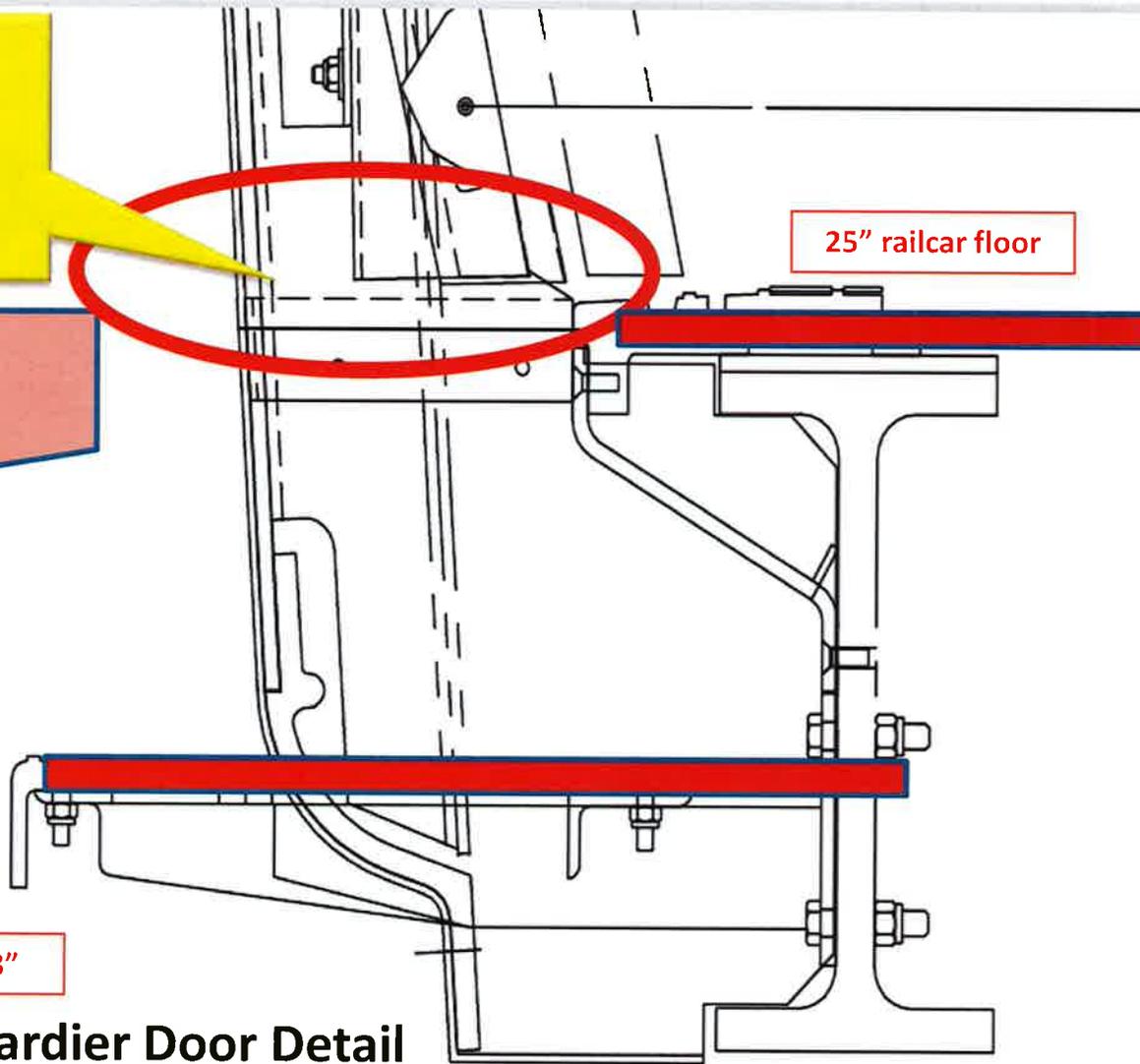
MiamiCentral Station
Platform

Step at 17-18"

Standard Tri-Rail platform height at 8"

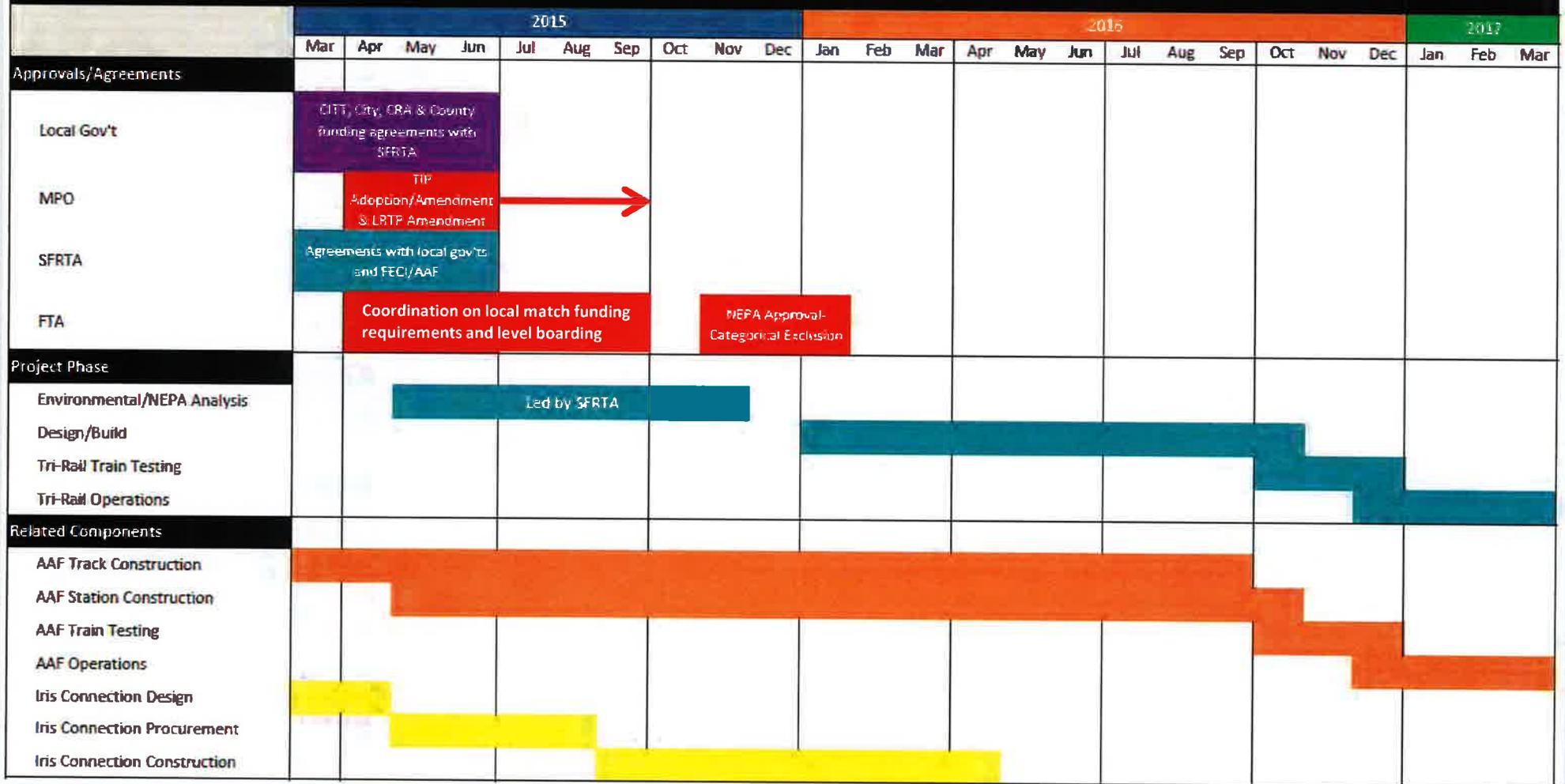
25" railcar floor

Bombardier Door Detail



Tri-Rail Downtown Miami Link

Tri-Rail Downtown Miami Link - Proposed Project Timeline





Technical Subcommittee Update

Financial Subcommittee Update

Outreach Subcommittee Update

Next Steps



Recent Public Opinion Survey



- Statistically valid telephone survey to gauge public opinion on key issues such as:
 - Existing public transportation
 - Tri-Rail Coastal Link (TRCL) Project
 - Support for potential funding sources for TRCL
- Compare responses to similar questions from SFRTA's **2009 Public Opinion Survey**, and determine changes/trends
- Draft findings available, full report and details to follow at next TRCL Steering Committee meeting



Survey Approach



- Statistically valid telephone survey
- Over 1,000 surveys completed
- Calls made to landlines and cell phones
- Survey conducted in English and Spanish





Survey Approach



December 9, 2014
through
February 6, 2015



Overview of Survey Results



SUPPORT FOR PUBLIC TRANSPORTATION remains high

CONVENIENCE AND RELIABILITY are important

TRCL is viewed **FAVORABLY**

EDUCATION IS NEEDED about TRCL funding





What's Changed?



Respondents that used public transportation in the South Florida Region in the past three months



RESPONDED YES!

20%
2009

24%
2015





What's Changed?



Typically use public transportation to get to work



RESPONDED YES!



(Asked of those who have taken public transportation in South Florida the past three months)



Top reasons why a person uses public transportation

1. Convenience
2. Affordability
3. Traffic
4. Gas Prices



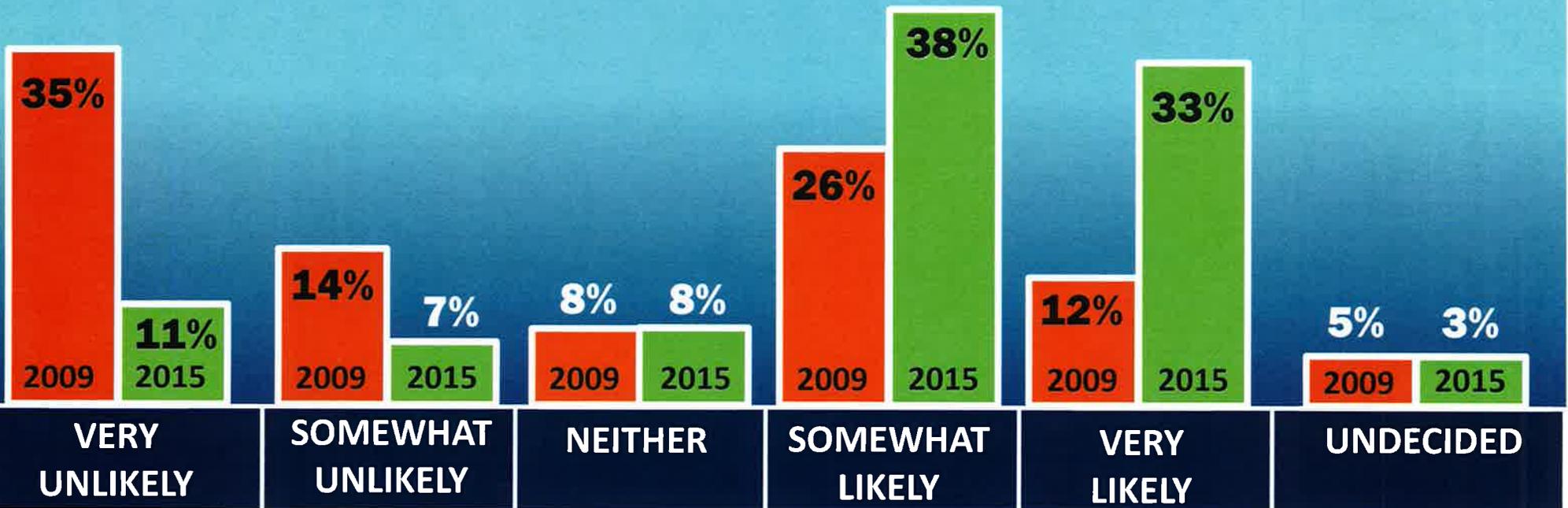
(Asked of those who have taken public transportation in South Florida the past three months)



What's Changed?



Support for some type of funding increase for *existing* public transportation in South Florida?

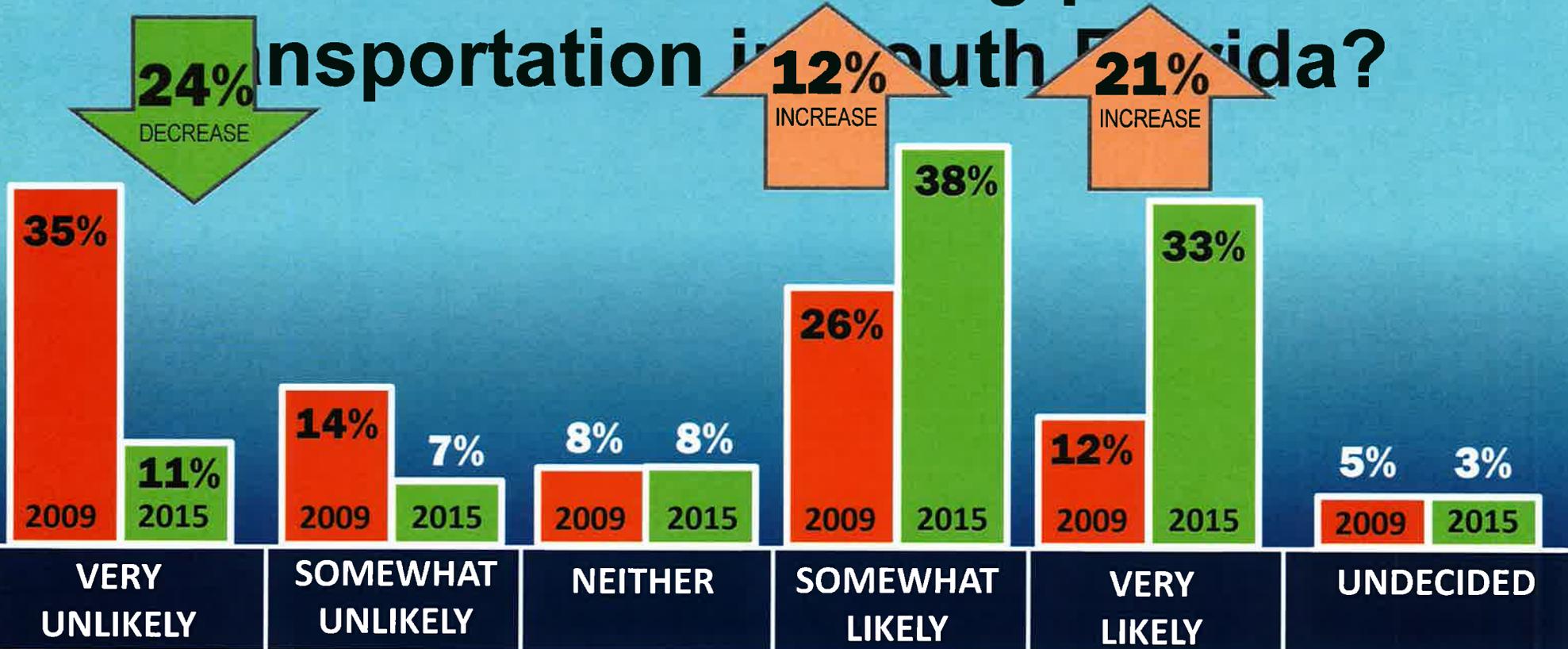




What's Changed?



Support for some type of funding increase for existing public transportation in South Florida?





TRCL Support and Funding



**How familiar
are you
with Tri-Rail
Coastal
Link?**

55%

RATED AS FAMILIAR

**How would
you rate
your opinion
of Tri-Rail
Coastal Link?**

55%

RATED AS FAVORABLE

**How would
you rate your
level of support
for Tri-Rail
Coastal Link?**

57%

RATED AS SUPPORTIVE



TRCL Support and Funding



Special Assessment District

37%
Supportive

35%
Moderate or Unsure

28%
Unsupportive

32%
Supportive

37%
Moderate or Unsure

31%
Unsupportive

Tax Increment Finance (TIF) District

Most common reason for lack of support: "taxes are already too high" →

For funding TRCL



Respondent ranking of other TRCL funding sources

1.

**Rental
Car Fee**



2.

Sales Tax



3.

**Gasoline
Tax**



4.

**Property
Tax**





Lessons Learned Recap



- ✓ Use of, and support for, public transportation among respondents remains high
- ✓ Convenience and reliability remain important factors
- ✓ TRCL is viewed favorably and shows support among respondents
- ✓ Public education is needed about additional funding options for TRCL
- ✓ Further survey details & breakdown will be available in coming months



Technical Subcommittee Update

Financial Subcommittee Update

Outreach Subcommittee (On hold)

Next Steps



Technical Subcommittee Update

Financial Subcommittee Update

Outreach Subcommittee Update

Next Steps



- Continue TRCL technical development and pre-NEPA activities
- Resubmit Request to Enter Project Development Phase to FTA*
- Continue technical coordination with AAF for shared-use infrastructure, *Downtown Miami Link* and railroad access
- Form regional *Policy Guidance Group* to steer TRCL financial planning activities*
- Next PSC meeting in July 2015

* pending AAF FEIS / ROD



2015 Project Steering Committee Calendar

PSC/TAC PSC / RTTAC

SEFTC SEFTC Meeting (10am)

Fin Financial Subcommittee (2:00pm)

Tech Technical Subcommittee (10:00am)

PI/O PI / Outreach Subcommittee (10:00am)



JANUARY							FEBRUARY							MARCH							APRIL							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
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11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21	12	13	14	15	16	17	18	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28	19	20	21	22	23	24	25	
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MAY							JUNE							JULY							AUGUST							
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24 /3 1	25	26	Tech	28	29	30	28	29	30					26	27	28	29	30	31	23/ 30	24/ 31	25	Tech	27	28	29		
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER							
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13	14	15	Fin	17	18	19	11	12	PI/O	14	15	16	17	15	16	17	Tech	19	20	21	13	14	15	Fin	17	18	19	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	
27	28	29	PSC/TAC				25	26	27	28	29	30	31	29	30						27	28	29	30	31			



For additional information, please visit us at ...
www.Tri-RailCoastalLink.com



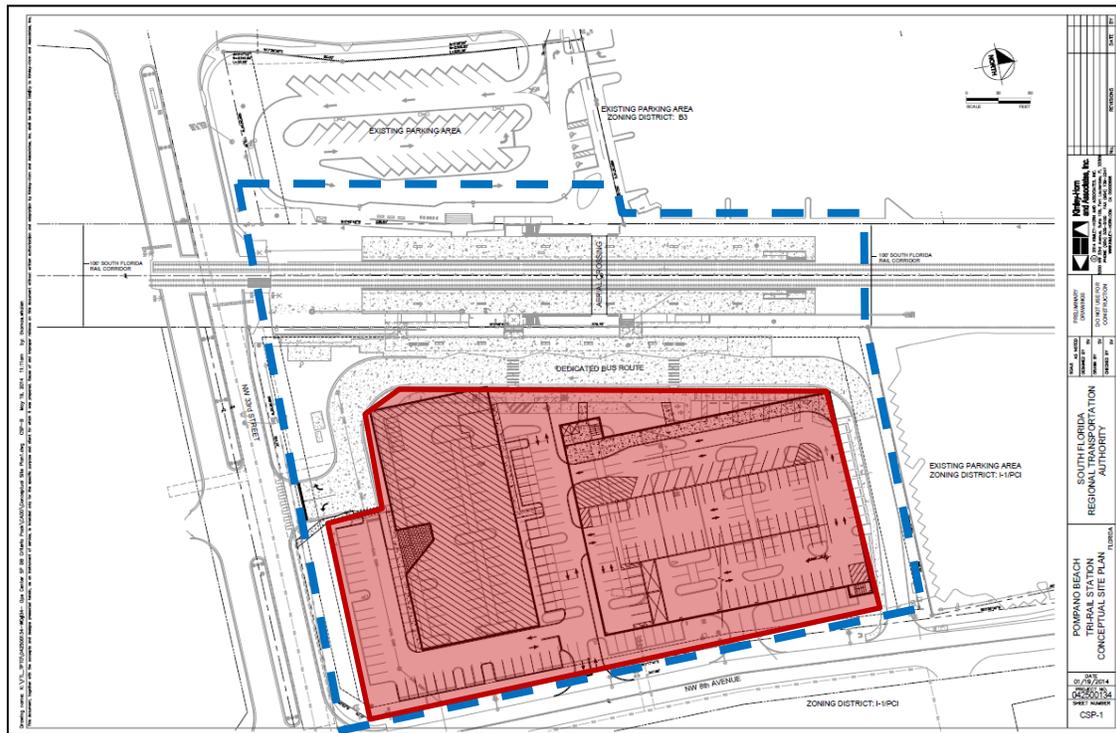
Questions?



Engineering & Construction Monthly Progress Report April 2015

Pompano Beach Station Improvements and SFRTA's Operations Center:

These two projects have been combined and procured together due to the location, common infrastructure, and construction schedule. The Pompano Beach Station Improvements Project (Station) and the Operations Center Project (Ops Center) are both located in the same property, within limits that overlap each other. The Station project area is approximately 5.79 acres, and it includes both the Tri-Rail Station and the east parking lot; the Ops Center is 3.47 acres, and is located within the Station's east parking lot. The Station design is 100% complete, while the Ops Center is in the preliminary design stage, and impacts the design that has been completed for the Station. 30% Plans are expected to be completed early February 2015. As the final design of the Ops Center progresses it will, incorporate all features and infrastructure that will support both projects within the same site. The figure below shows the limits of the Station project and the Ops Center project.



Limits of Station Project
 Limits of OC Project

**Engineering & Construction
Monthly Progress Report
April 2015**

The Station will be upgraded to Segment 5 station standards, and it features Tri-Rail's first green, LEED certified, sustainable station, which will generate more than 100 percent of the station's energy demand through solar panels. Other improvements consist of widening existing platforms to a 25' width, new full-length canopies, pedestrian overpass with stairs and elevators, and bus circulation improvements.

The Ops Center includes a 79,000 square-foot operations building and 450-space parking garage located within the Station's east parking lot. Both structures for the Ops Center have a height that will range between 37-42 feet from the ground. The Station platform canopy height will range between 14.5-16.5 feet from the ground. This means that the OC Project structures will be taller than the Station Project platform canopy by over 20 feet, and shade will impede the solar panels from getting the required sunlight to meet the energy demand if installed on the platform canopy. To support the energy demand of the Station, solar panels will be installed on the top floor of the parking garage. The solar panels will also provide shaded parking, which was originally included in the parking improvements of the Station project.

Additional features that will be provided in the parking garage of the Ops Center include electric vehicle charging stations, passenger drop-off area, and additional passenger parking, which were improvements originally included on the Station project.

The procurement package for both projects was completed, and advertised on August 26, 2014. A pre-bid meeting was held on September 11, 2014, and bids were due October 17, 2014. Three (3) proposals were submitted and distributed to the Evaluation and Selection Committee for review. The Committee met on October 29, 2014 to discuss their evaluation and score the proposals. The SFRTA Board approved the selected contractor (Gulf Building, LLC.) on December 5, 2014. A Kick-off meeting was held on January 6, 2015. The team is meeting weekly to coordinate all station construction and Operations Center design aspects. Project is currently going through the Development Review Committee process with the City of Pompano Beach. The city's Architectural Appearance Committee approved the project on February 26, 2015. Planning and Zoning documents and Re-zoning documents have all been submitted to the City, and we expect final re-zoning approval on May 12, 2015. Plat Note Amendment was approved by the City of Pompano Beach on January 27, 2015, and we expect Broward County approval on May 12, 2015. The Design Build contractor is currently working toward 90% plans, and the construction is scheduled to start Mid-May of 2015.

**Engineering & Construction
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Opa-Locka Station Parking Expansion:

Expand parking at Tri-Rail's Opa-Locka Station, inclusive of adding about forty five (45) new parking spaces to the south of the station; increase bus bay areas in the existing parking lot; install a continuous pedestrian canopy over the bus waiting areas with solar panels; and improve landscape and hardscape.

A Work Order was executed for HNTB to provide site geotechnical investigation, site survey, environmental services as required for a Categorical Exclusion per NEPA requirements; and the preparation of 30% design plans. Geotechnical investigation, survey, and 30% design plans have been completed. The NEPA documentation has been completed and approved by FDOT and the FTA.

SFRTA has executed a work order for the final 100% design plans, permitting and bidding phase assistance for the project. The design kick-off meeting was held on August 21, 2013 and the final 100% design is complete. SFRTA submitted the 100% design plans to the City of Opa-Locka for review and comments. The City of Opa-Locka Building Department has reviewed and approved the final design plans and has issued a master building permit. Once the project has gone through the SFRTA procurement process and a Contractor is selected, the Contractor will have to pull the individual discipline permits from the City prior to beginning construction. Estimated construction start is winter of 2015.

Wave Modern Streetcar:

Design, Construction and Management of a 2.7 mile modern streetcar in Downtown Fort Lauderdale with passenger, solar powered stations, which will operate in mixed traffic with signal priority. Project includes the procurement of five (5) vehicles and the construction of a storage and maintenance yard. Project Partners include The Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), Broward County, Broward Metropolitan Planning Organization (MPO), City of Fort Lauderdale, Fort Lauderdale Downtown Development Authority (DDA) and SFRTA. An Interlocal Partnership Agreement has been executed by all parties on April 26, 2013. The Project Management Consultant (PMC) contract was awarded to

**Engineering & Construction
Monthly Progress Report
April 2015**

HDR Engineering, Inc. to provide services throughout the project. The NTP was issued on May 9, 2013 for the 1.47-mile starter line (Phase 1A).

A Small Starts application rating of Medium-High was received, with a recommendation for funding. Preliminary plans were submitted by the PMC on December 20, 2013, comments by all the Partners have been addressed on the preliminary alignment, utility investigations, survey, geotechnical investigation, design criteria; documents control plan, quality management plan, project schedule, vehicle parameters analysis, and community awareness plan discussions.

On March 10th 2014, the Notice to Proceed was given to the PMC Team to proceed with professional services including 30% plans on the Phase 1B of the project – Small Starts extension.

Coordination activities include interaction with all the Project Partners. The contract for Final Design Services was finalized with Parsons Transportation Group (PTG) and approved by the Board on August 22, 2014. The Notice to Proceed for Final Design-Phase IA to PTG was executed on September 13, 2014. Site K will be the place for the Vehicle Storage Maintenance Facility, and the 30% plans for the south portion of Phase 1B were submitted on December, 19, 2014.

On the December 5, 2015 the SFRTA's Board approved the Amendment No. 1 to the Contract with HDR Engineering, Inc. to perform preliminary engineering and project management services on the Phase 1C of the project, that extends from Andrews Ave. and 17th Street to the new Vehicle Storage and Maintenance Facility (VMSF) located on 1801 SW 1st Avenue, Fort Lauderdale, FL (33301).

On April 1st, the NTP was given to Parsons Transportation Group to perform final design services for Phase 1B.

South Florida Rail Corridor Dispatch System:

The project includes the engineering, furnishing and installation necessary to provide a complete and fully functional Dispatch System. Currently, CSXT is responsible for dispatch and maintenance of the South Florida Rail Corridor (SFRC). At this time, in accordance with the

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South Florida Operating and Management Agreement (SFOMA), SFRTA shall assume responsibility for dispatch and maintenance of the SFRC no later than March 31, 2015.

The Notice to Proceed for the Dispatch System was issued on April 16, 2014. The project has been divided into two phases: Phase 1: Limited Dispatch System which has a completion date of August 15, 2014 and Phase 2: Full Dispatch System which has a completion date of March 31, 2015. Project Final acceptance completion date is March 31, 2015.

A Site survey was conducted by Ansaldo and subcontractors the week of April 21-25, after the NTP was issued. The site survey included access to the CSXT Radio Antenna sites and Bungalows, MIC Signal designs, bungalow designs, drawings of facilities and system track charts. Several conceptual design items submitted by Ansaldo on May 15, 2014 were discussed during their visit to SFRTA headquarters on May 21-23, 2014 as well as several RFI's. SFRTA is continuing to work in conjunction with FDOT and their subcontractor to coordinate the integration of the MIC with the Pompano Beach headquarter Dispatch center.

A detailed design review (DDR) meeting was held in Pittsburgh, PA from June 18-20, 2014. SFRTA reviewed and approved Phase 1 Detailed Design Documentation as well as the Site Acceptance Procedures during this meeting. All materials & equipment for SFRTA HQ were ordered and received.

The electrical subcontractor began installing electrical outlets and network ports at Pompano HQ and at the WPB back up Dispatch Center. Most of the phase 1 computers were received in Pittsburgh for assembly, configuration and testing.

Ansaldo finalized testing for Phase 1 and completed the tabling. After all the detailed design review activities were done, the Factory Acceptance Test meeting was held in Pittsburgh from July 22-25, 2014. SFRTA/PB reviewed and approved the Software and Hardware Factory Acceptance Test. Software and Hardware (Computers and Servers) are ready to be shipped to SFRTA Pompano and WPB.

As part of Phase 1, the installation of all workstations, computers, radios consoles and servers for the Pompano Beach HQ was completed by August 18, 2014. In addition dispatcher and Avtec radio console user training was completed by August 11, 2014.

**Engineering & Construction
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The Radio and Ground Base Network installation was completed at NW 79 Street and at the MIC Control Points. All activities were needed to perform the CSX cutover. The MIC Cutover took place on August 18, 2014 and was successful.

Ansaldo also completed the 7 day Burn-in period based upon the successful cutover of the Phase 1 Dispatch System, as well as, the Phase 1 Final acceptance. Ansaldo/CWA is continuing with the field installation of the Ground Base Network (GBN) as well as the Radio installation in the SFRC needed for Phase 2 completion.

Ansaldo/CWA reported that all 4 channels have been operational from 79th St. to Pompano from the Avtec console since September 4, 2014. Additionally, the Avtec tech validated good coverage from the MIC including the passenger station under canopy. Ansaldo/Dagostino Electronic confirmed that on September 10, 2014, all access control and communication works programmed for the Hialeah Ops Center were completed satisfactorily, as well as, Avtec console installation. By September 17th, a total of eight (8) wall monitors were replaced and connected to the Dispatch server. Six (6) were replaced on the call center and two (2) in the supervisors office. Ansaldo/CWA continues with the installation of Router, internet protocol converter and the Verizon wireless modem inside the Control Point bungalows along the corridor. On September 30th, Ansaldo sent the Communication System Detailed Design for Phase 2 to SFRTA for review.

Avtec finished the Hialeah Yard radio console installation as well as West Palm Beach back up Dispatch Operation Center. On October 2, 2014, four (4) dedicated fax lines were installed at both Dispatch Centers modems (two each). Ansaldo delivered the WPB server racks and completed the installation of the Dispatch workstation. Meanwhile CWA is continuing with the power supply installation, router/ CNA 2000 and Verizon wireless modem configuration. Control Point testing is scheduled to start the second week of November.

During the first week of November, CWA finished with all the power supply installations as well as CNA 2000 and Verizon wireless air card at every control point. Ansaldo, in conjunction with CSX support, began the Control Point Testing.

Control Point Testing consist of disconnecting the 900 Mhz frequency from the vital processor and connecting the CAN/router taking the entire control of the CP from the Pompano Beach HQ Dispatch system. Between November and December, 15 of the 27 Control Points were

**Engineering & Construction
Monthly Progress Report
April 2015**

successfully tested. This activity will continue during January. At this point, the fit out for the Full Dispatch System at West Palm Beach Operation facility has been completed.

On January 4, 2015 the antenna at N.E. Whalen was successfully installed. Three (3) out of eight (8) voice radio base stations were running with the incorrect software version, so CWA/Ansaldo removed these three (3) units and sent them to the manufacturer for the latest software versions to be downloaded. On January 19th the three (3) factory re-programmed voice radio base stations were re-installed at 79st, Whalen and Mockingbird. The Radio coverage test is schedule for the first week on February.

On January 17-18 and January 24-25 Ansaldo continued with Control Point testing, finishing the 80% of the CP testing; however there are six (6) Control Points that need to be revisited for remaining bit testing.

Dispatch Phase 2 training course for the entire corridor was completed during the first week of February. The Amtrak Dispatchers recreated different situations and became more familiar with the Dispatch system. The System Maintenance and Data Networking training has also been completed.

On February 14th and February, 21, 2015, Ansaldo completed the entire CP testing, at this point only CP SE Dyer is scheduled for testing on March 17, 2015. Meanwhile, AT&T is continuing with the wired line installation in the CP's. A total of eight (8) sites have been completed and they are ready for switch over AT&T wired line as a primary communication source.

On March 13, CWA remotely pushed into SE Dyer CP the Router's configuration using AT&T as primary code lines. In addition, Ansaldo/CWA conducted a failover test from AT&T to Verizon wireless demonstrating that the failover test occurred seamlessly.

Meanwhile, Ansaldo completed all the testing for Software Release SFRC15_V03A.

On March 17, Ansaldo in conjunction with CSX were able to successfully test all control and indications at SE Dyer, including the handshake controls for CSX and SFRTA to request signal and move switches.

Four network printers were installed at Mangonia Park Station, West Palm Beach, Hialeah Yard Ops Center and the MIC in order to maintain the appropriate train Operation. These printers/fax machines were properly tested prior cutover date.

**Engineering & Construction
Monthly Progress Report
April 2015**

On Sunday March 29, 2015, SFRTA successfully completed the transition, taking control over 72 miles of railroad and assuming the responsibility of maintaining and dispatching the SFRC.

Installation by AT&T of the 1G High Speed line between Pompano DCC and the West Palm Beach backup Dispatch Center was completed on April 22, 2015. This connection will facilitate the instantaneous duplication of the Pompano Dispatch configuration in West Palm Beach Dispatch backup Center. In addition, AT&T is continuing with the T1 installation completing a total of 15 out of 30 Control Points. The remaining sites are under construction creating the necessary conditions to bring the phone cable to the CP.

Meanwhile Ansaldo is working on the software and database implementation of the West Palm Beach backup office.

AGENDA REPORT
 SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 GOVERNING BOARD MEETING
 May 22, 2015

APRIL RIDERSHIP

Total monthly ridership for April has decreased 6.1 % when compared to April of last year. Weekday ridership has decreased by 7.0 %, while the average weekday ridership in April 2014 was 15,318 per day versus 14,244 per day for 2015. Total weekend ridership for the fiscal year has increased by 2.0% when compared to last year. Total fiscal year ridership is down by 1.2% over the prior year.

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 April 2015	Actual April 2014	April '15 vs. '14 %	FY '15 Rider ship To Date	FY '14 Rider ship To Date	FYTD '15 vs '14 %
M-F	313,374	336,987	-7.0%	3,051,140	3,104,255	-1.7%
Saturday	27,563	27,393	0.6%	289,610	280,493	3.3%
Sunday	23,393	23,697	-1.3%	246,465	246,623	-0.1%
Holidays	0	0	0.0%	26,359	24,290	8.5%
	364,330	388,077	-6.1%	3,613,574	3,655,661	-1.2%

Note: Ridership figures are based on daily reports from Veolia.

Chart 1 - SFRTA Riders and Revenue Trends

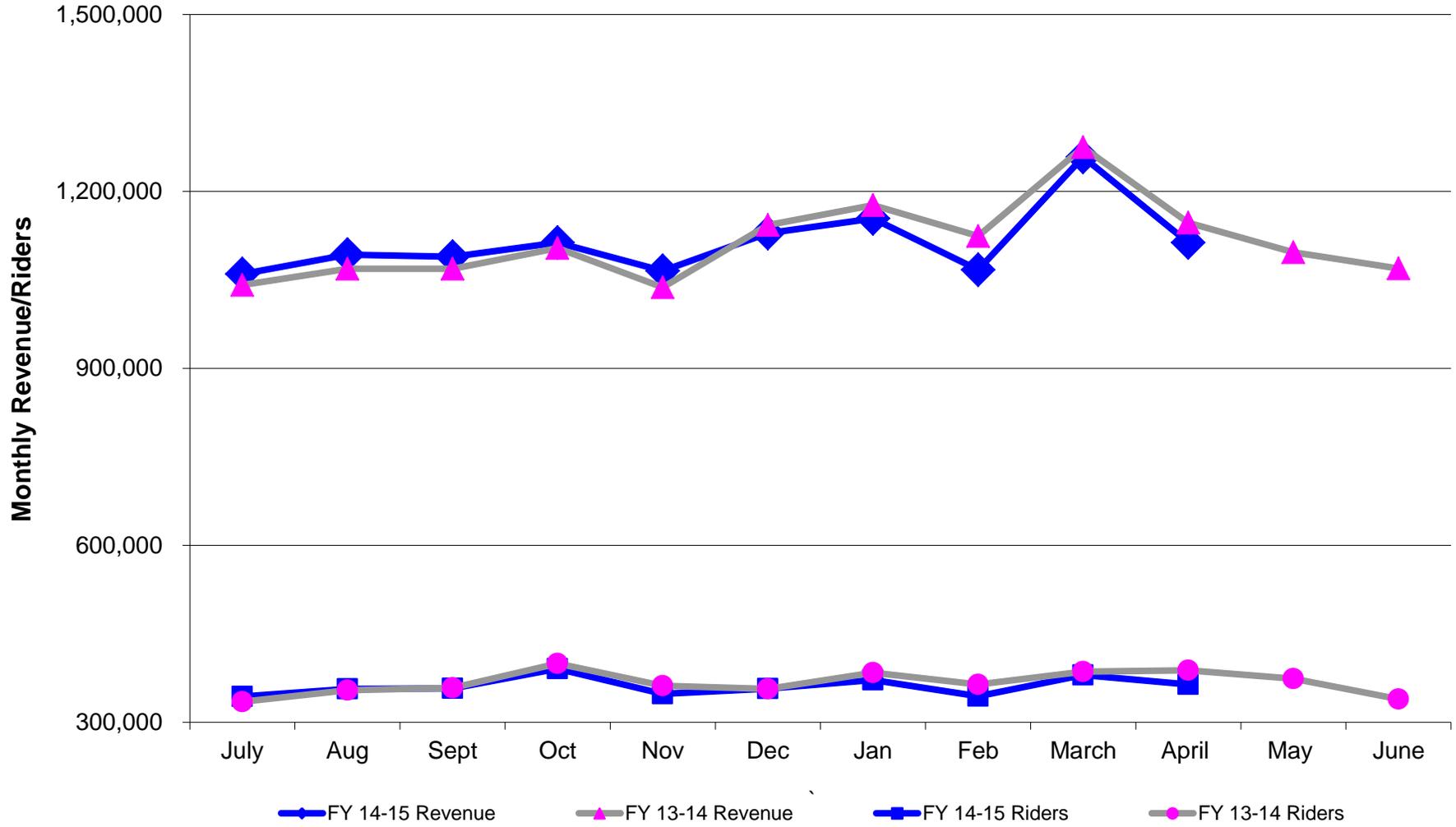


Chart 2 - SFRTA Riders

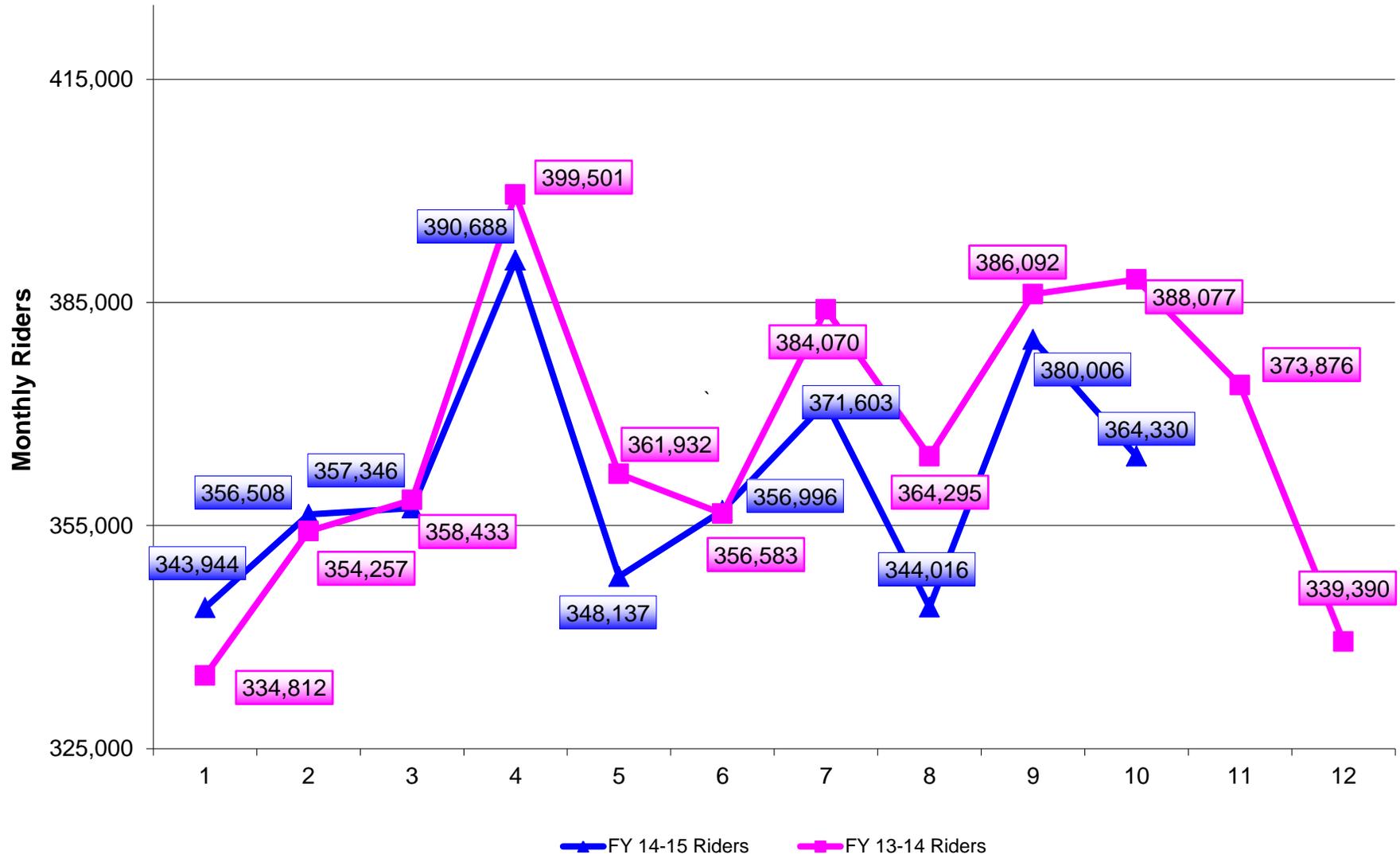
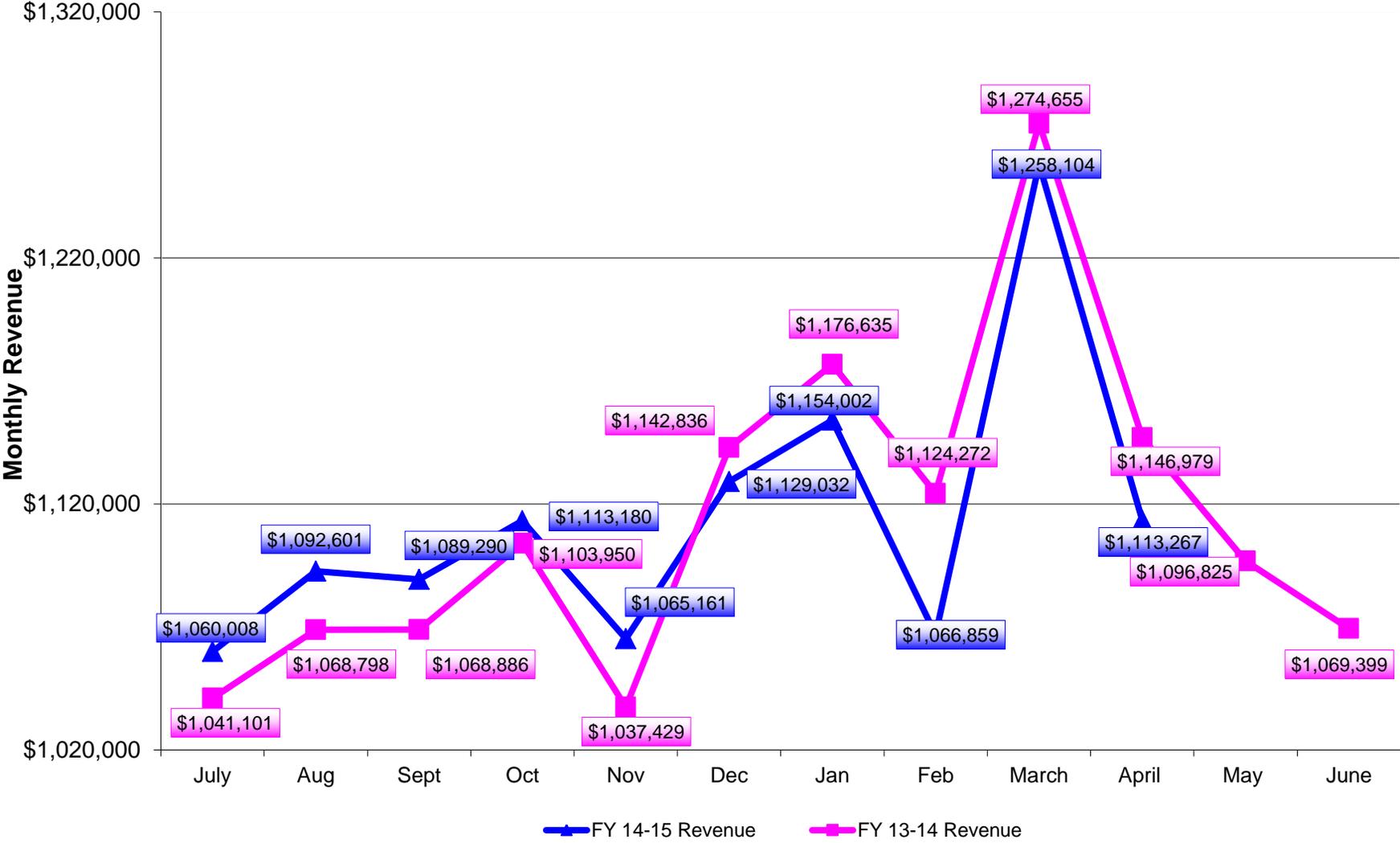


Chart 3 - SFRTA Revenue



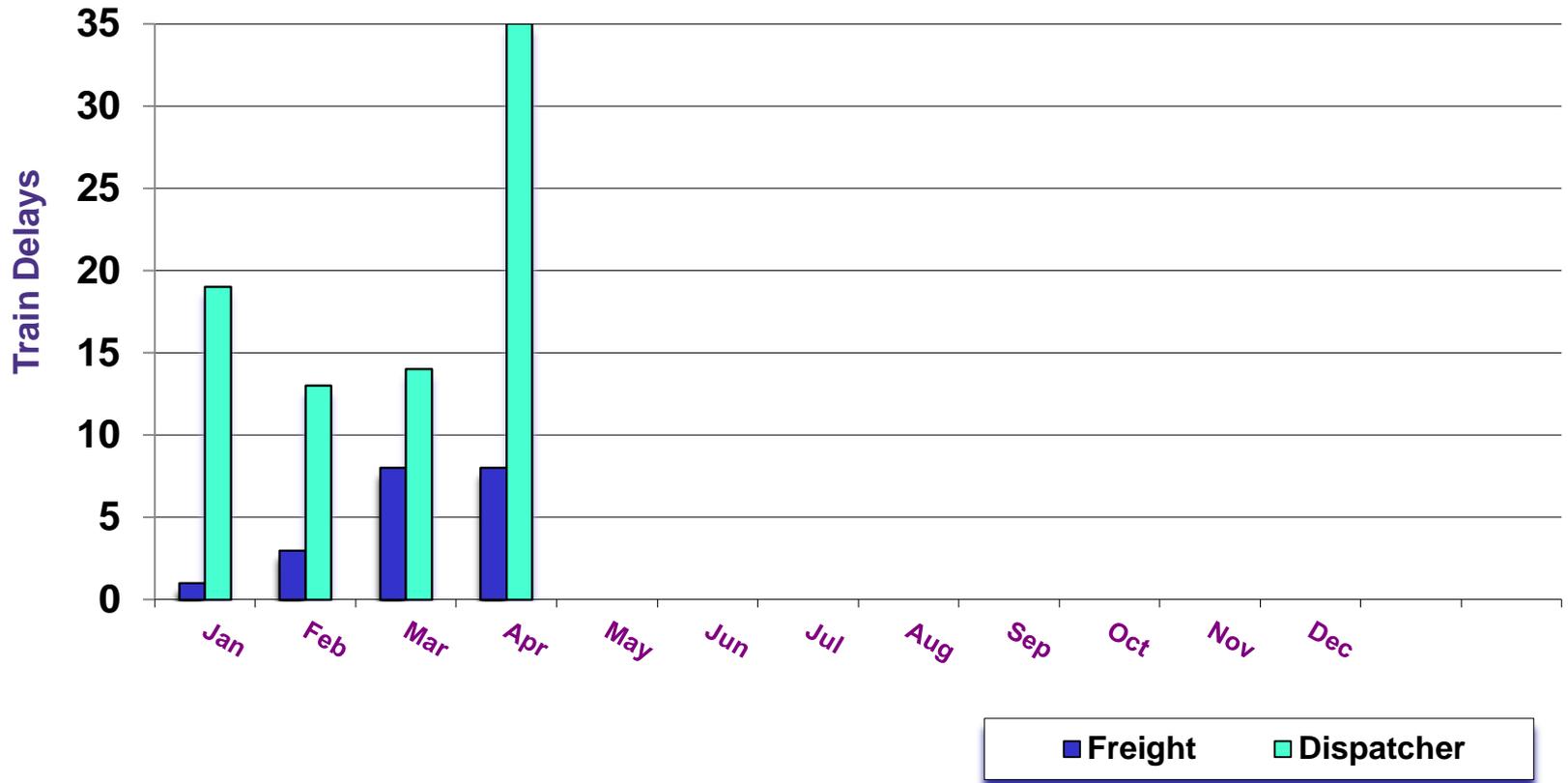


APRIL 2015 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

OTP End To End			64.2%
OTP Station To Station			67.7%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF TOTAL TRAINS
DELAY CAUSES			
PD/FD ACTIVITY	5	8	0.6%
CSX FREIGHT	3	8	0.6%
CSX LOCAL SWITCHER	6	8	0.6%
CSX RULE COMPLIANCE	0	0	0.0%
CSX JAX DISPATCHER	0	0	0.0%
CSX MOW	0	0	0.0%
VTMI MOW	14	47	
VTMI COMMUNICATIONS	0	0	0.0%
VTMI OUTSIDE COMMUNICATIONS	1	2	0.2%
VTMI SIGNALS-COMPONENTS	9	55	4.2%
AMTRAK POM DISPATCHER	14	35	
BOMBARDIER MECHANICAL	12	52	3.9%
TRANSDEV	3	8	0.6%
AMTRAK	7	9	0.7%
FEC DELAY IRIS	1	1	0.1%
FEC DELAY TRAIN	6	10	0.8%
WEATHER	6	10	0.8%
ROW FOUL	3	6	0.5%
SFRTA TRANSPORTATION	18	28	2.1%
SFRTA RULE COMPLIANCE	0	0	0.0%
OTHER	13	33	2.5%
SCHEDULE CONFLICT	11	16	1.2%
3rd PARTY GATE MALFUNCTION	15	54	4.1%
3RD PARTY -FATALITIES/VEHICLE	4	31	2.3%
ROTEM MECHANICAL	0	0	0.0%
BROOKVILLE MECHANICAL	8	20	1.5%
BRIDGE SIGNAL	0	0	0.0%
NBC MOW	0	0	0.0%
NBC DISPATCHER	0	0	0.0%
VANDALISM	0	0	0.0%
ADA	6	7	0.5%
EFFICIENCY TESTING	1	1	0.1%
TOTAL	166	449	34.0%
TRAINS LATE		449	34.0%
TERMINATED		21	1.6%
TERMINATED/RECOVERED		1	0.1%
ANNULLED		9	0.7%
TRAINS ON TIME		840	63.6%
TOTAL		1320	100.0%

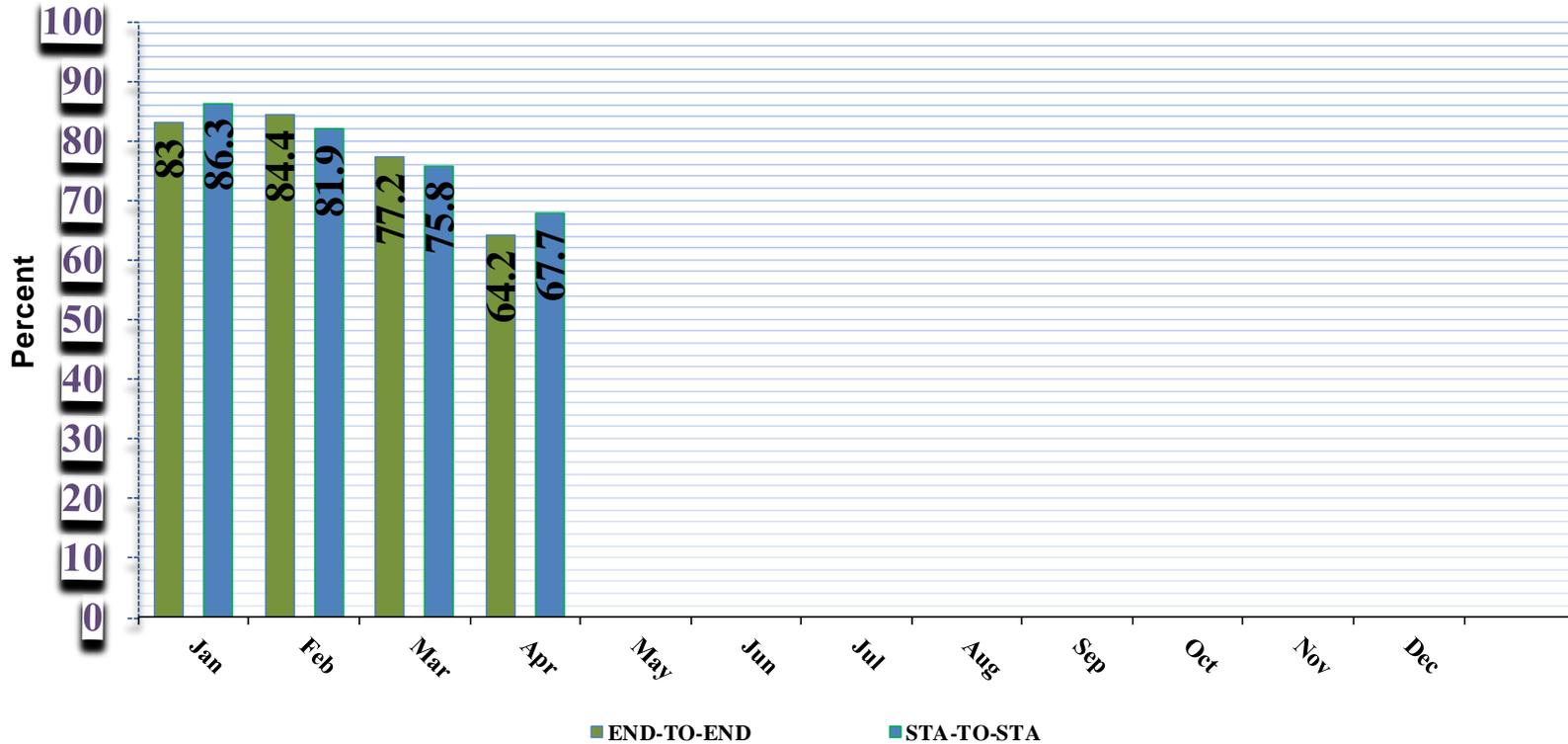


Dispatcher & Freight Delays - 2015



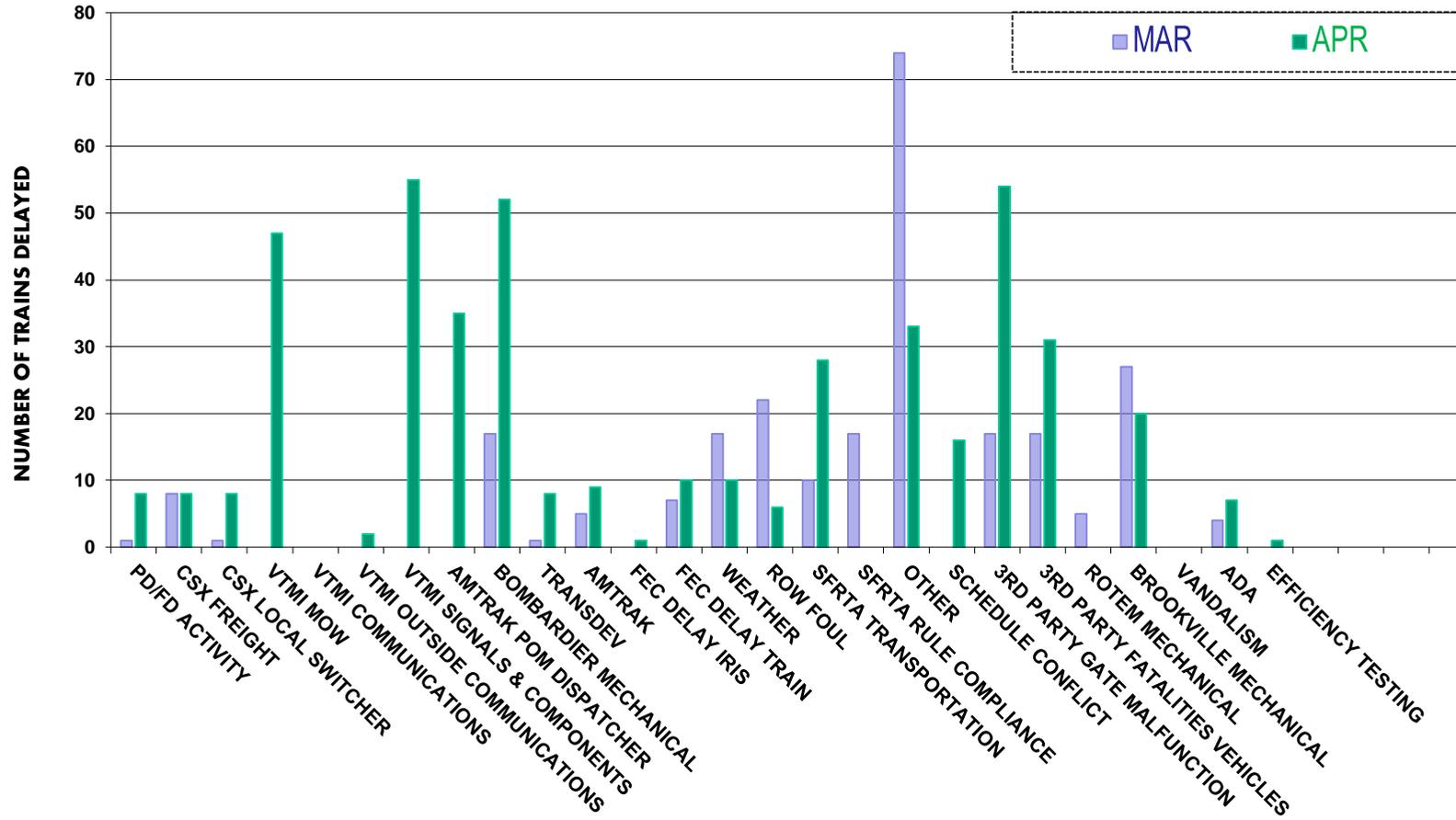


On-Time Performance Calendar Year 2015



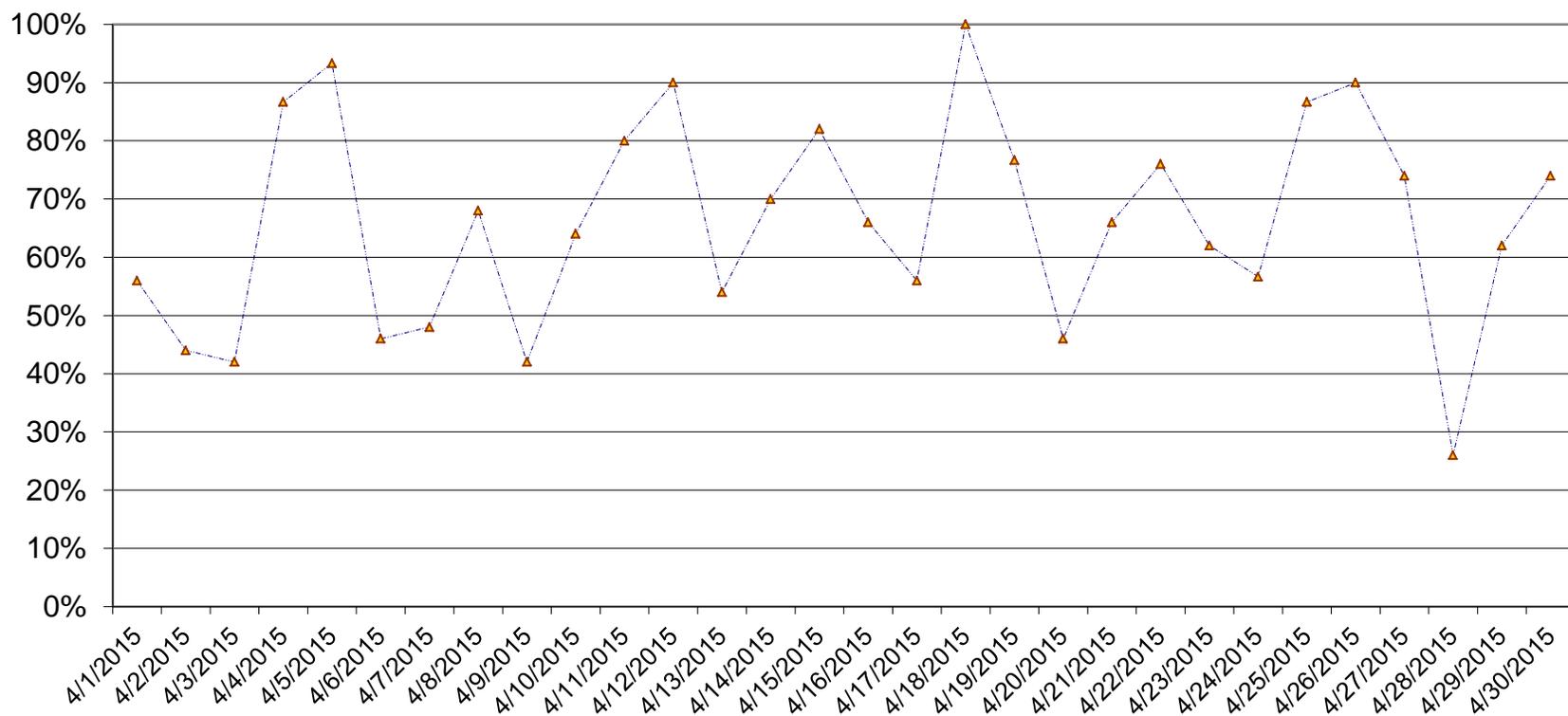


TRAIN DELAYS- 2015

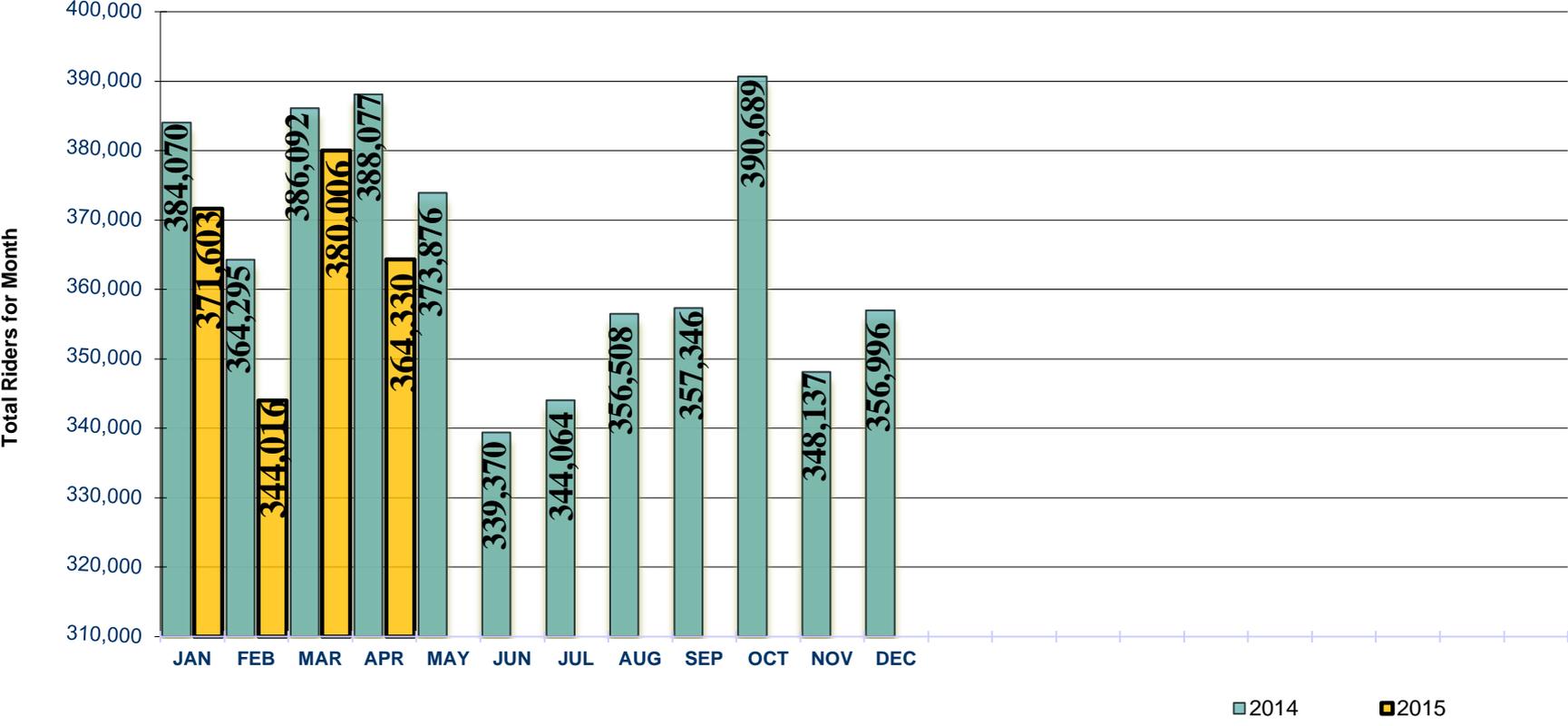




ON TIME PERFORMANCE END TO END APRIL - 2015



SFRTA Tri-Rail Monthly Ridership 2015



AGENDA ITEM D

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
CORPORATE AND COMMUNITY OUTREACH OFFICE
MONTHLY SUMMARY FOR APRIL 2015
GOVERNING BOARD MEETING**

EMPLOYER DISCOUNT PROGRAM

The Employer Discount Program (EDP) added 7 new employers and 226 new employees during the month of April.

The total number of EDP tickets recorded as sold was 2,107 and the total revenue generated was reported as \$133,176.00 in April.

NEW EDP COMPANIES

Employer	Enrollment Date	City
Business Development Board of Palm Beach County, Inc.	04/29/2015	West Palm Beach
First National Bank of South Miami	04/23/2015	Miami
Inphonex	04/10/2015	Miami
MCO Construction	04/20/2015	Miami
Mercedes Coffee Shop	04/21/2015	Miami
Newsmax Media, Inc.	04/22/2015	West Palm Beach
Sungas Services	04/22/2015	Miami

EDP SALES MISSIONS

Employer	City
508 Lucerne, LLC	Lake Worth
American Airlines-Fort Lauderdale	Fort Lauderdale
Boeing Training Center	Miami
Business Development Board of Palm Beach County, Inc.	West Palm Beach
Carlton Fields Jordan Burst	Miami
Chiropractic Wellness, LLC	Miami
Circleback Lending	Boca Raton
Eulen America	Miami
First National Bank of Miami	Miami
Florida Imaging Specialists	Hollywood
Four Season Hotel	Miami
Inphonex	Miami
Marcum	Miami
MCO Construction	Miami
Mercedes Coffee Shop	Miami
Miami Dade County Aviation Department	Miami
Seacrest Services	Pompano Beach
US Social Security Administration	West Palm Beach

**CORPORATE AND COMMUNITY OUTREACH OFFICE –
APRIL ACTIVITIES:**

ARC BROWARD

A South Florida Regional Transportation Authority (SFRTA) Corporate & Community Relations Liaison and the SFRTA Administrative Compliance Officer, offered a presentation to students with learning disabilities at ARC Broward in Sunrise. The organization provides encouragement for people with disabilities and other life challenges, to live, learn, work and play in their communities. As part of the visit, the students were pre-qualified for a discounted fare EASY Card, of which they took advantage weeks later on a Tri-Rail field trip.

EARTH DAY EVENTS

In honor of Earth Day, Corporate and Community Outreach (CCO) staff participated in various events in the tri-county area to bring awareness about how public transportation benefits the earth's environment. Festivities were held at Barry University in Miami, Broward College in Davie and Tyco Security in Boca Raton. Information was also provided about discount passes as all three are currently enrolled in Tri-Rail's Employer Discount Program (EDP). The SFRTA Corporate & Community Relations Liaisons also participated in the Florida Earth Festival held in Boca Raton. This two-day event was packed with environmentally-conscious vendors providing information and tips on how we can live a more sustainable life. The weekend event was a great venue to promote Tri-Rail off-peak service, including the \$5 All-Day Pass available on weekends and holidays, as well as airport travel information with the opening of the new Miami Airport Station.

FLORIDA ATLANTIC UNIVERSITY

SFRTA CCO staff partnered with South Florida Commuter Services (SFCS) to host an Earth Day event at Florida Atlantic University's (FAU) Boca Raton campus. Information was made available to students about Tri-Rail discount passes and Palm Tran's Route #94, which offers dedicated service between the campus and the Boca Raton Station. The Miami Heat Street Team was present to encourage event-goers to post earth-friendly phrases with the hashtag #FAUEarthFest, which was also used on Tri-Rail social media pages.

MARKETING MOBILITY SUMMIT

Florida Department of Transportation (FDOT) Central Office is sponsoring a Marketing Mobility Summit to bring together transit professionals to share ideas, discuss improvements and establish potential partnerships with commuter assistance programs. The Florida Public Transportation Association's (FPTA) Marketing Committee, which is chaired by SFRTA's C&CO Manager, was tasked to help draft the agenda for this gathering, expected to take place in the upcoming months.

MEDIA COVERAGE

SFRTA CCO Manager met with reporters from Telemundo/NBC on behalf of the Public Information Officer, for a Spanish telecast covering the agency's recent developments, including taking over the dispatch and maintenance of the corridor, the Miami Airport Station opening and its subsequent ribbon-cutting event.

STAND UP FOR TRANSPORTATION

SFRTA and Miami Dade Transit partnered in support of the American Public Transportation Association's "Stand Up for Transportation" initiative, by having an official ribbon-cutting ceremony for Tri-Rail's new Miami Airport Station as part of the Miami Intermodal Center (MIC). The new station represents a culmination of a multi-agency partnership that creates a valuable benefit to the general public, as the MIC now connects the Miami International Airport (MIA) via the MIA Mover with Tri-Rail, Metrorail, Metrobus, the MIA Rental Car Center and taxi service, all in one location. Amtrak, Greyhound and bicycle lockers are to be in place in the near future as well. The event garnered the participation of public officials, agency directors and the media, to celebrate the historic occasion. The event included the supportive involvement of the Miami-Dade County Mayor's Office, FDOT District VI and Miami-Dade Aviation.

TRANSPORTATION DAYS

One of SFRTA's Corporate & Community Relations Liaison was present at Florida Crystals to provide employees with information about the EDP and Tri-Rail. In addition, partnering alongside SFCS, an information session was covered at Palm Beach County Health Department, focusing on increasing EDP ridership. The office of both are located along Clematis Street in Downtown West Palm Beach, which makes for an easy connection to Tri-Rail's West Palm Beach Station via the free trolley system. An information booth was also staffed at the Boca Corporate Center where employees were provided with information about the EDP, Carpooling and the Emergency Ride Home Program. The location is serviced by the BR-1 Shuttle Bus that connects with the Boca Raton Station.

ONGOING COMMUNITY OUTREACH ACTIVITIES

- COMTO Scholarship Committee and Quarterly Membership Meetings
- Greater Boca Raton Chamber of Commerce / Economic Development Committee
- Greater Fort Lauderdale Chamber of Commerce / Biz to Biz Leads Group
- Southeast Florida Clean Cities Coalition Quarterly Meeting



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

April 2015

Revenue:

Train Revenue

For April 2015 year-to-date (YTD) actual revenue decreased \$286,208 or 3% when compared to fiscal year (FY) 2015 YTD budgeted revenue. Actual revenue for FY 2015 YTD decreased by \$395,850 or 4% when compared to FY 2014 YTD actual revenue. This decrease is attributed to timing differences in recording the monthly entries for the stored value amounts.

Operating Assistance

The FY 2015 Florida Department of Transportation (FDOT) Dedicated Funding fourth quarter payment will arrive by the middle of June.

Expenses:

As of April 2015, the SFRTA FY 2015 YTD actual expenses are \$12,345,158 or 15% below budget when compared to the FY 2015 YTD budgeted expense. All expenses are well within budget.

Train operations for FY 2015 YTD actual are \$7,029,200 or 14% below budget when compared to the FY 2015 YTD budget and increased \$10,740,956 or 33% when compared to FY 2014 YTD actual. This increase in FY 2015 can be mostly attributed to an increase in Maintenance of Way, Train Operations Contract, Security Contract and Insurance expense.

The major categories within Train Operations include Train Fuel, Security Expense, Feeder Service, Insurance and ROW Maintenance:

- Train fuel expense for FY 2015 YTD actual is \$1,964,715 or 22% below budget when compared to the FY 2015 YTD budget, and decreased \$413,402 or 5% when compared to FY 2014 YTD actual fuel expense. This decrease is attributed to lower fuel prices.
- Security expense for FY 2015 YTD actual is \$879,145 or 16% below budget when compared to the FY 2015 YTD budget, and increased \$262,780 or 6% when compared to FY 2014 YTD actual. This increase can be attributed to changes in the rates per the contract.

Expenses (Contd.)

- Feeder bus expense for FY 2015 YTD actual is \$46,965 or 1% below budget when compared to the FY 2015 YTD budget and increased \$171,414 or 4% when compared to FY 2014 YTD actual. This month SFRTA received the full year invoice for Palm Beach and Miami Dade.
- Insurance expense for FY 2015 YTD actual is \$178,131 or 7% below budget when compared to the FY 2015 YTD budget and increased \$379,046 or 19% when compared to the FY 2014 actual. This increase in FY 2015 can be attributed to higher rates associated with our rolling stock and property.
- ROW Maintenance expense for FY 2015 YTD actual is \$3,073,809 or 24% below budget when compared to the FY 2015 YTD budget and increased \$9,719,320 or greater than 100% when compared to the FY 2014 actual. This increase in FY 2015 can be attributed to the SFRTA taking over dispatching control of the corridor.

Train and Station Maintenance for FY 2015 YTD actual is \$3,141,158 or 17% below budget when compared to the FY 2015 YTD budget and increased \$223,678 or 1% when compared to the FY 2014 actual. This increase can be attributed to an increase in Train and Station Maintenance expenses for the current month.

- Train Maintenance for FY 2015 YTD actual is \$2,548,267 or 16% below budget when compared to the FY 2015 YTD budget and increased \$207,163 or 2% when compared to FY 2014 YTD actual. This increase in FY 2015 can be attributed to a higher amount of expenses monthly with our fleet maintenance contract.
- Station Maintenance for FY 2015 YTD actual is \$592,891 or 27% below budget when compared to the FY 2015 YTD budget and increased \$16,515 or 1% when compared to FY 2014 YTD actual. This increase in FY 2015 can be attributed to a higher amount of expenses associated with the contract.

Personnel Expenses for FY 2015 YTD actual are \$614,001 or 7% below budget when compared to the FY 2015 YTD budget and increased \$1,147,286 or 15% when compared to the FY 2014 actual.

Professional Services for FY 2015 YTD actual are \$464,590 or 47% below budget when compared to the FY 2015 YTD budget and increased \$50,783 or 11% when compared to FY 2014 actual.

Legal Departmental expenses for FY 2015 YTD actual are \$185,347 or 26% below budget when compared to the FY 2015 YTD budget and decreased \$10,167 or 2% when compared to FY 2014 actual. This decrease can be attributed to lower expenses associated with outside counsel for the year.

Expenses (Contd.)

General and Administrative Expenses for FY 2015 YTD are \$255,525 or 12% below budget when compared to the FY 2015 YTD budget and increased \$260,548 or 17% when compared to FY 2014 actual. Some categories within General and Administrative expenses are Business Travel, Telecommunications expense and Office Rent.

- Business Travel expense for FY 2015 YTD actual is \$54,059 or 27% below budget when compared to the FY 2015 YTD budget and increased \$67,796 or 83% when compared to FY 2014 actual.
- Telecommunications expense for FY 2015 YTD actual is approximately \$3,193 or 1% below budget when compared to the FY 2015 YTD budget and increased approximately \$131,604 or 39% when compared to the FY 2014 YTD actual due to an increase in monthly charges, usages as well as new phone lines.
- Office Rent for FY 2015 YTD actual is \$1,824 or at budget when compared to the FY 2015 YTD budget and increased \$15,819 or 3% when compared to the FY 2014 actual. This is attributed to the base rent increase per our agreement.

Corporate & Community Outreach expenses for FY 2015 YTD actual are \$114,557 or 22% below budget when compared to the FY 2015 YTD budget and decreased approximately \$15,035 or 4% when compared to the FY 2014 YTD actual.

- Corporate & Community Outreach Contract for FY 2015 YTD actual is \$58,870 or 14% below budget when compared to the FY 2015 YTD budget and decreased approximately \$1,987 or 1% when compared to the FY 2014 actual. This decrease is attributed to slightly lower expenses associated with the contract in March.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
4/01/15 TO 4/30/15

REVENUE	APRIL 2015 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2014-15 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$1,044,404	\$10,789,691	\$11,075,899	(\$286,208)	\$13,064,845	\$2,275,154
Interest Income / Other Income	29,906	413,775	270,830	142,945	325,000	(88,775)
TOTAL TRAIN REVENUE	\$1,074,310	\$11,203,466	\$11,346,729	(\$143,263)	\$13,389,845	\$2,186,379
OPERATING ASSISTANCE						
Statutory Operating Assistance	-	12,975,000	14,416,669	(1,441,669)	17,300,000	4,325,000
Statutory Dedicated Funding	-	9,975,000	11,083,331	(1,108,331)	13,300,000	3,325,000
Statutory Maintenance of Way	-	5,798,596	11,940,000	(6,141,404)	14,400,000	8,601,404
FHWA	715,455	3,052,380	3,333,330	(280,950)	4,000,000	947,620
FDOT JPA- Hialeah Station	39,054	101,860	114,675	(12,815)	191,125	89,265
FDOT JPA- MIC Station	-	-	90,000	(90,000)	150,000	150,000
FTA Assistance	5,830,758	19,955,012	18,685,226	1,269,786	23,100,000	3,144,988
FTA-Designated Recipient Fees	65,355	235,630	250,000	(14,370)	300,000	64,370
FTA-JARC/New Freedom Program Fee	5,135	40,502	41,670	(1,168)	50,000	9,498
FTA-JARC/New Freedom Program Match	32,755	372,584	373,240	(656)	375,890	3,306
Statutory Counties Contribution	-	4,695,000	4,695,000	-	4,695,000	-
Gas Tax Transfer	-	-	1,166,670	(1,166,670)	1,400,000	1,400,000
SFRTA Reserves	-	-	3,198,032	(3,198,032)	3,837,636	3,837,636
Other Local Funding	75,455	230,003	245,619	(15,616)	294,740	64,737
TOTAL ASSISTANCE	6,763,967	57,431,567	69,633,462	(12,201,895)	83,394,391	25,962,824
TOTAL REVENUE	\$7,838,277	\$68,635,033	\$80,980,191	(\$12,345,158)	\$96,784,236	\$28,149,203

EXPENSES	APRIL 2015 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	OVER (UNDER) BUDGET	2014-15 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	4,901,605	43,026,776	50,055,976	(7,029,200)	59,634,155	16,607,379
Train and Station Maintenance	1,401,036	15,185,618	18,326,776	(3,141,158)	22,151,447	6,965,829
Personnel Expenses	1,290,770	8,620,295	9,234,296	(614,001)	11,081,154	2,460,859
Professional Fees	32,500	521,399	985,989	(464,590)	1,187,400	666,001
Legal	84,269	518,688	704,035	(185,347)	838,244	319,556
General & Administrative Expenses	212,924	1,789,673	2,045,198	(255,525)	2,338,337	548,664
Corporate & Community Outreach	32,728	409,194	523,751	(114,557)	628,500	219,306
Reserve	-	-	416,670	(416,670)	499,999	499,999
Expenses Transferred to Capital	(117,555)	(1,436,610)	(1,312,500)	(124,110)	(1,575,000)	(138,390)
TOTAL EXPENSES	\$ 7,838,277	\$ 68,635,033	\$ 80,980,191	\$ (12,345,158)	\$ 96,784,236	\$ 28,149,203

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SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
APRIL 30, 2015 & 2014

	Curent Year							Prior Year Comparison		
	April 2015 Actual	April 2015 Budget	Variances	FY 2015 YTD Actual	YTD Budget	Variances	%	FY 2014 YTD Actual	Variances	%
Revenues:										
Train Revenue	\$1,044,404	\$1,096,058	(51,654)	\$10,789,691	\$11,075,899	(286,208)	-3%	\$11,185,541	(395,850)	-4%
Interest/Dividend Income	29,906	27,083	2,823	413,775	270,830	142,945	53%	302,080	111,695	37%
Total Train Revenue	1,074,310	1,123,141	(48,831)	11,203,466	11,346,729	(143,263)	-1%	11,487,621	(284,155)	-2%
Operating Assistance:										
Statutory Operating Assistance	-	-	-	12,975,000	14,416,669	(1,441,669)	-10%	12,975,000	-	0%
Statutory Dedicated Funding	-	-	-	9,975,000	11,083,331	(1,108,331)	-10%	9,975,000	-	0%
Statutory Maintenance of Way	-	2,691,341	(2,691,341)	5,798,596	11,940,000	(6,141,404)	-51%	-	5,798,596	0%
FHWA	715,455	895,000	(179,545)	3,052,380	3,333,330	(280,950)	-8%	4,000,000	(947,620)	-24%
FDOT JPA- Hialeah Station	39,054	77,000	(37,946)	101,860	114,675	(12,815)	-11%	-	101,860	0%
FDOT JPA- MIC Station	-	-	-	-	90,000	(90,000)	-100%	-	-	0%
FTA Assistance	5,830,758	7,359,001	(1,528,243)	19,955,012	18,685,226	1,269,786	7%	12,222,261	7,732,751	63%
FTA-Designated Recipient Fees	65,355	85,000	(19,645)	235,630	250,000	(14,370)	-6%	509,480	(273,850)	-54%
FTA-JARC/New Freedom Program Fee	5,135	24,167	(19,032)	40,502	41,670	(1,168)	-3%	36,377	4,125	11%
FTA-JARC/New Freedom Program Match	32,755	105,324	(72,569)	372,584	373,240	(656)	0%	420,130	(47,546)	-11%
Statutory Counties Contribution	-	-	-	4,695,000	4,695,000	-	0%	4,695,000	-	0%
Gas Tax Transfer	-	116,667	(116,667)	-	1,166,670	(1,166,670)	-100%	-	-	0%
SFRTA Reserves	-	201,915	(201,915)	-	3,198,032	(3,198,032)	-100%	-	-	0%
Other Local Funding	75,455	104,562	(29,107)	230,003	245,619	(15,616)	-6%	158,995	71,008	45%
Total Operating Assistance	6,763,967	11,659,977	(4,896,010)	57,431,567	69,633,462	(12,201,895)	-18%	44,992,243	12,439,324	28%
Total Revenue	\$7,838,277	\$12,783,118	(\$4,944,841)	68,635,033	\$80,980,191	(12,345,158)	-15%	56,479,864	12,155,169	22%

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
APRIL 30, 2015 & 2014

	Curent Year							Prior Year Comparison		
	April 2015 Actual	April 2015 Budget	Variances	FY 2015 YTD Actual	YTD Budget	Variances	%	FY 2014 YTD Actual	Variances	%
Expenses:										
Train Operations										
Train Operations Contract	\$977,892	\$1,453,963	(476,071)	\$9,604,898	\$9,830,303	(225,405)	-2%	\$9,377,306	227,592	2%
Train Operation - Fuel	582,934	1,081,875	(498,941)	7,104,035	9,068,750	(1,964,715)	-22%	7,517,437	(413,402)	-5%
Emergency Bus Service	7,865	14,983	(7,118)	39,859	45,833	(5,974)	-13%	33,747	6,112	18%
Security Contract	520,413	585,062	(64,649)	4,759,096	5,638,241	(879,145)	-16%	4,496,316	262,780	6%
Feeder Bus	371,682	431,778	(60,096)	4,820,814	4,867,779	(46,965)	-1%	4,649,400	171,414	4%
Station Utilities	90,934	150,000	(59,066)	627,398	971,429	(344,031)	-35%	473,996	153,402	32%
EMS Boards	9,439	35,167	(25,728)	133,272	133,525	(253)	0%	95,948	37,324	39%
Revenue Collection	116,940	133,583	(16,643)	333,889	440,833	(106,944)	-24%	465,896	(132,007)	-28%
Insurance	-	-	-	2,421,869	2,600,000	(178,131)	-7%	2,042,823	379,046	19%
APTA Dues	-	1,583	(1,583)	-	15,833	(15,833)	-100%	-	-	0%
ROW Maintenance	1,919,901	4,498,423	(2,578,522)	9,988,468	13,062,277	(3,073,809)	-24%	269,148	9,719,320	3611%
TVM Maintenance	2,441	34,333	(31,892)	37,743	143,333	(105,590)	-74%	124,205	(86,462)	-70%
Smart Card	4,125	16,500	(12,375)	32,611	65,000	(32,389)	-50%	3,660	28,951	791%
Dispatch	297,039	393,284	(96,245)	3,122,824	3,172,840	(50,016)	-2%	2,735,938	386,886	14%
Total Train Operations	4,901,605	8,830,534	(3,928,929)	43,026,776	50,055,976	(7,029,200)	-14%	32,285,820	10,740,956	33%
Train and Station Maintenance										
Train Maintenance	1,244,286	1,694,155	(449,869)	13,560,522	16,108,789	(2,548,267)	-16%	13,353,359	207,163	2%
Station Maintenance	156,750	321,799	(165,049)	1,625,096	2,217,987	(592,891)	-27%	1,608,581	16,515	1%
Total Train and Station Maintenance	1,401,036	2,015,954	(614,918)	15,185,618	18,326,776	(3,141,158)	-17%	14,961,940	223,678	1%
Personnel Expenses										
Salaries and Wages	896,085	975,926	(79,841)	6,197,665	6,672,513	(474,848)	-7%	5,512,470	685,195	12%
Taxes	68,335	69,522	(1,187)	472,400	595,220	(122,820)	-21%	421,801	50,599	12%
Group Insurance	235,189	260,775	(25,586)	1,328,246	1,340,417	(12,171)	-1%	1,044,064	284,182	27%
Pension	91,161	91,773	(612)	621,984	626,146	(4,162)	-1%	494,674	127,310	26%
Total Personnel Expenses	1,290,770	1,397,996	(107,226)	8,620,295	9,234,296	(614,001)	-7%	7,473,009	1,147,286	15%
Professional Services										
Auditing Services	-	-	-	72,500	73,500	(1,000)	0%	72,500	-	0%
Professional Services	32,500	91,927	(59,427)	448,899	912,489	(463,590)	-51%	398,116	50,783	13%
Total Professional Services	32,500	91,927	(59,427)	521,399	985,989	(464,590)	-47%	470,616	50,783	11%
Legal										
Salaries and Wages	49,331	50,138	(807)	355,761	359,512	(3,751)	-1%	316,787	38,974	12%
Taxes	3,877	5,740	(1,863)	19,539	24,660	(5,121)	-21%	18,089	1,450	8%
Group Insurance	7,539	10,250	(2,711)	38,698	38,833	(135)	0%	30,869	7,829	25%
Pension	6,765	8,632	(1,867)	48,830	48,978	(148)	0%	39,933	8,897	22%
Business Travel	3,981	4,750	(769)	6,794	7,500	(706)	-9%	18,687	(11,893)	-64%
Membership/Dues/Subscriptions	449	2,543	(2,094)	4,173	5,432	(1,259)	-23%	4,005	168	0%
Seminars and Training	1,150	1,333	(183)	1,225	3,333	(2,108)	-63%	1,295	(70)	0%
Legal Services	11,177	21,667	(10,490)	43,668	215,787	(172,119)	-80%	99,190	(55,522)	0%
Total Legal	84,269	105,053	(20,784)	518,688	704,035	(185,347)	-26%	528,855	(10,167)	-2%

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
APRIL 30, 2015 & 2014

	Curent Year							Prior Year Comparison		
	April 2015 Actual	April 2015 Budget	Variances	FY 2015 YTD Actual	YTD Budget	Variances	%	FY 2014 YTD Actual	Variances	%
General and Administrative Expenses										
Bank & Credits Cards Fees	8,265	13,833	(5,568)	105,501	119,333	(13,832)	-12%	102,349	3,152	3%
Building Maintenance	18,636	25,875	(7,239)	83,127	114,750	(31,623)	-28%	82,389	738	1%
Business Travel	41,036	50,350	(9,314)	149,441	203,500	(54,059)	-27%	81,645	67,796	83%
Materials & Supplies	25,864	53,333	(27,469)	157,143	157,499	(356)	0%	134,863	22,280	17%
Membership/Dues/Subscriptions	2,616	20,171	(17,555)	121,205	125,710	(4,505)	-4%	120,457	748	1%
Office Rent	57,676	65,491	(7,815)	575,086	576,910	(1,824)	0%	559,267	15,819	3%
Printing & Advertising	3,235	19,496	(16,261)	31,940	44,959	(13,019)	-29%	17,903	14,037	78%
Seminars and Training	2,919	13,212	(10,293)	32,853	132,120	(99,267)	-75%	29,679	3,174	11%
Telecommunications	46,414	80,583	(34,169)	472,057	475,250	(3,193)	-1%	340,453	131,604	39%
Vehicle Operations & Maintenance	5,519	10,750	(5,231)	45,779	67,500	(21,721)	-32%	53,697	(7,918)	-15%
Miscellaneous Personnel Expenses	744	11,767	(11,023)	15,541	27,667	(12,126)	-44%	6,423	9,118	0%
Total General and Administrative Exp	212,924	364,861	(151,937)	1,789,673	2,045,198	(255,525)	-12%	1,529,125	260,548	17%
Corporate & Community Outreach Expenses										
Special Programs	-	1,000	(1,000)	940	10,000	(9,060)	-91%	4,381	(3,441)	0%
Customer Service/Information	2,609	11,292	(8,683)	46,666	92,917	(46,251)	-50%	57,985	(11,319)	-20%
Corporate & Community Outreach Contract	30,119	50,667	(20,548)	357,797	416,667	(58,870)	-14%	359,784	(1,987)	-1%
Promotional Materials	-	3,417	(3,417)	3,791	4,167	(376)	-9%	2,079	1,712	0%
Total Corporate & Community Outreach Expenses	32,728	66,376	(33,648)	409,194	523,751	(114,557)	-22%	424,229	(15,035)	-4%
Reserves and Transfers										
Reserve	-	41,667	(41,667)	-	416,670	(416,670)	-100%	-	-	0%
Expenses Transferred to Capital	(117,555)	(131,250)	13,695	(1,436,610)	(1,312,500)	(124,110)	9%	(1,193,730)	(242,880)	0%
Total Reserves and Transfers	(117,555)	(89,583)	(27,972)	(1,436,610)	(895,830)	(540,780)	60%	(1,193,730)	(242,880)	0%
Total Expenses	7,838,277	12,783,118	(4,944,841)	68,635,033	80,980,191	(12,345,158)	-15%	56,479,864	12,155,169	22%
Net Income	-	-	-	-	-	-	0%	-	-	0%

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENTS OF NET ASSETS
APRIL 30, 2015

ASSETS

Current assets:

Cash and cash equivalents	\$	58,849,300
Accounts receivable:		
State Grants		16,881,743
Federal Grants		31,130,046
Counties		2,692,873
Other		1,159,015
Prepaid expenses		629,106
Total current assets		111,342,083

Noncurrent assets:

Capital assets (net of accumulated depreciation)		563,203,291
Total noncurrent assets		563,203,291
Total assets	\$	674,545,374

LIABILITIES

Current liabilities:

Accounts payable	\$	1,910,782
Accruals		11,138,473
Compensated absences		447,762
Deferred revenue		2,136,347
Due to other governmental units		228,602
Total current liabilities		15,861,966

Noncurrent liabilities:

Compensated absences		671,643
Deposits		11,014,231
Advances from FDOT		2,000,000
Total noncurrent liabilities		13,685,874
Total liabilities	\$	29,547,840

NET ASSETS

Invested in Capital Assets		563,203,291
Reserved for Capital Projects		50,583,001
Unrestricted		31,211,242
Total net assets		644,997,534
Total liabilities and net assets	\$	674,545,374



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During April 2015, the SFRTA's Accounts Payable division processed 466 invoices totaling \$8,098,014.52 and disbursed 238 checks, excluding payroll, totaling \$15,517,732.92.

Invoices over \$2,500 represent 36.2% (86 checks) of all invoices processed in the month of April, and represent 99.7% of the value (\$15,459,379.62) of all checks processed in April 2015.

Accounts Payable processed 75.6% (65 checks) of the checks over \$2,500 within the 21-25 days, with 88.4% (76 checks) of the checks over \$2,500 processed within 30 days.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 22, 2015
INFORMATION ITEM: PAYMENTS OVER \$2,500
APRIL 1 TO APRIL 30, 2015

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
4/1/2015	3/30/2015	4/2/2015	4/7/2015	6	CSX TRANSPORTATION	PURCHASE OF RADIO EQUIP ON SFRTA CORRIDOR	2,990.00
3/19/2015	3/30/2015	4/2/2015	4/7/2015	19	EAC CONSULTING	CONTRACT #10-017-E WO #7 INV #4	18,809.85
3/18/2015	3/30/2015	4/2/2015	4/7/2015	20	FLORIDA POWER & LIGHT	2/13/2015 - 3/20/2015 SERVICE	9,058.26
3/20/2015	3/23/2015	4/2/2015	4/7/2015	18	G4S SECURE SOLUTIONS USA	CUST #006038 WE 03/09-03/15/15	214,124.57
3/12/2015	3/13/2015	4/2/2015	4/7/2015	26	AT&T	BILLING #954 V34-7067 036	35,197.95
3/23/2015	3/24/2015	4/2/2015	4/7/2015	15	CHAMPION SERVICES GROUP	EEO TRAINING MUTUAL RESPECT 01/30/15	5,000.00
3/19/2015	3/19/2015	4/2/2015	4/7/2015	19	CUBIC TRANSPORTATION SYSTEMS	SOFTWARE MAINTENANCE AGREEMENT RENEWAL	35,500.00
3/30/2015	3/30/2015	4/2/2015	4/7/2015	8	GOVERNMENT AFFAIRS FTI CONSULTING LLC	FEB 2015 FEDERAL LEGISLATIVE CONSULTANT	12,000.00
3/20/2015	3/30/2015	4/2/2015	4/7/2015	18	GOODMAN PUBLIC RELATIONS INC.	03/20/15 AGREEMENT NO. 15-003 FOR MARKETING	13,093.77
3/12/2015	3/23/2015	4/2/2015	4/7/2015	26	KAPLAN KIRSCH ROCKWELL LLP	CLIENT MATTER 1917-13 02/28	5,566.57
3/13/2015	3/27/2015	4/2/2015	4/7/2015	25	MERIDIAN MANAGEMENT CORPORATION	02/28/15 STATION MAINTENANCE	150,881.28
3/19/2015	3/30/2015	4/2/2015	4/7/2015	19	VITAL PRINTING CORPORATION	PERFECT BINDING AND PRINTING SERVICE	11,025.00
3/24/2015	3/27/2015	4/6/2015	4/6/2015	13	BOMBARDIER MASS TRANSIT CORPOR	BASE CONTRACT 8TH YEAR	10,862.17
4/2/2015	4/3/2015	4/9/2015	4/14/2015	12	FLORIDA POWER & LIGHT	1/28/2015 - 3/30/2015 SERVICE	4,598.27
3/31/2015	4/2/2015	4/9/2015	4/14/2015	14	G4S SECURE SOLUTIONS USA	CUST #006038 WE 02/16-03/29/15	249,054.73
3/20/2015	3/27/2015	4/9/2015	4/14/2015	25	KEOLIS TRANSIT SERVICES, LLC	WE 03/16/2015 KEOLIS BASE BUS SERVICE	154,351.25
4/6/2015	4/6/2015	4/9/2015	4/14/2015	8	SOLID WASTE AUTHORITY	DISPOSAL ASSESSMENT FOR FISCAL YEAR 2014/2015	7,835.13
3/6/2015	4/7/2015	4/9/2015	4/14/2015	39	CDW G	BACK-UP EXEC CAPACITY UPGRADE LICENSE (1-YEAR)	3,870.00
4/1/2015	4/7/2015	4/9/2015	4/14/2015	13	ERICKS CONSULTANTS	04/01/15 LEGISLATIVE CONSULTANT SERVICES FY 2015	20,500.00
3/20/2015	3/24/2015	4/9/2015	4/14/2015	25	L B FOSTER RAIL TECH., INC.	GTP PLUS 75 WHOLE MODULE	2,540.00
3/23/2015	4/7/2015	4/9/2015	4/9/2015	17	SOUTHERN LOCK & SUPPLY COMPANY	ORDER #1505904	21,660.00
3/30/2015	4/1/2015	4/9/2015	4/15/2015	16	VEOLIA (VTMI)	03/18/2015 AGREEMENT	5,758,834.71
3/18/2015	3/24/2015	4/13/2015	4/13/2015	26	BV OIL COMPANY	03/05/15 - 3/11/15LOCOMOTIVE FUELING	114,014.77
4/8/2015	4/9/2015	4/17/2015	4/21/2015	13	FLORIDA POWER & LIGHT	3/5/2015 - 4/6/2015 SERVICE	2,656.23
4/7/2015	4/13/2015	4/17/2015	4/21/2015	14	G4S SECURE SOLUTIONS USA	CUST #006038 WE 03/30-04/05/15	133,017.42
4/8/2015	4/8/2015	4/17/2015	4/21/2015	13	AT&T	BILLING #954 V34-7067 036	37,010.49
4/3/2015	4/15/2015	4/17/2015	4/21/2015	18	GOODMAN PUBLIC RELATIONS INC.	04/02/2015 AGREEMENT NO. 15-003	12,118.72
4/9/2015	4/8/2015	4/17/2015	4/21/2015	12	ID WHOLESALER	RIBBONS, COLOR, ID PRINTER, 250 PRINTS, FOR NISCA	4,125.00
3/19/2015	4/16/2015	4/17/2015	4/21/2015	33	LINES UNLIMITED	STRIPE BLACK BOX MIC PARKING	3,089.50
4/3/2015	4/16/2015	4/17/2015	4/25/2015	22	RAIL TECH CONSULTANTS INC	04/03/2015 REVISION #1 TO BLANKET PO 15-000035	3,024.00
4/2/2015	4/9/2015	4/17/2015	4/21/2015	19	RESPECT OF FLORIDA	MARCH 1-31, 2015 JANITORIAL SERVICES	5,547.27
4/14/2015	4/14/2015	4/20/2015	4/20/2015	6	BANK OF AMERICA	4/4/2015 PURCHASE CARDS	39,517.12
4/14/2015	4/15/2015	4/20/2015	4/20/2015	6	BOMBARDIER MASS TRANSIT CORPOR	CONTRACT# 06-113 ON BOARD CLEANINGS OCT 14	7,400.00
4/2/2015	4/17/2015	4/22/2015	4/28/2015	26	KEOLIS TRANSIT SERVICES, LLC	03/16-03/31/2015 KEOLIS BASE BUS SERVICE	177,649.00
4/21/2015	4/21/2015	4/22/2015	4/28/2015	7	PROLOGIS TRUST	MAY 2015 RENT	56,836.73
4/13/2015	4/22/2015	4/22/2015	4/28/2015	15	DBA WEX BANK WRIGHT EXPRESS FSC	ACCT# 0496-00-139360-2 MARCH 2015	2,911.03
4/13/2015	4/22/2015	4/30/2015	5/4/2015	21	CITY OF LAKE WORTH	ELECTRIC & WATER 03/03-04/01/15	3,699.28
3/31/2015	4/21/2015	4/30/2015	5/4/2015	34	DOWNTOWN FT LAUDERDALE TMA	DOWNTOWN FORT LAUDERDALE TMA -	13,459.08
4/20/2015	4/22/2015	4/30/2015	5/4/2015	14	FLORIDA POWER & LIGHT	3/10 - 4/20/2015 SERVICE	21,343.85
4/6/2015	4/20/2015	4/30/2015	5/4/2015	28	TRANSDEV SERVICES, INC.	03/01-03/31/2015 VEOLIA BASE CONTRACT	977,891.86
4/20/2015	4/2/2015	4/30/2015	5/4/2015	14	APEX ENVIRONMENTAL RESOURCES	REMEDiate MOLD	6,653.00
4/13/2015	4/22/2015	4/30/2015	5/4/2015	21	AT&T	ACCT #VP07JN-03/15	12,966.19
4/13/2015	4/22/2015	4/30/2015	5/4/2015	21	AT&T	ACCT #8003-000-2788 BILLING #CQSZ893801002 APRIL 2015	9,637.01
3/26/2015	4/20/2015	4/30/2015	5/4/2015	39	BOMBARDIER MASS TRANSIT CORPOR	ADDITIONAL WEEKEND TRAIN SERVICE	13,032.33
4/6/2015	4/6/2015	4/30/2015	5/4/2015	28	DEPT OF MANAGEMENT SVCS	SUNCOM THRU FEB 2015	3,323.82
4/22/2015	4/22/2015	4/30/2015	5/4/2015	12	FLORIDA POWER & LIGHT	3/29 - 4/17/15 MOW	22,003.03
4/21/2015	4/29/2015	4/30/2015	5/4/2015	13	C. MIKEL OGLESBY	RENTAL REIMB	4,800.00
				47	TOTAL OPERATING EXPENDITURES		8,435,080.24

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 22, 2015
INFORMATION ITEM: PAYMENTS OVER \$2,500
APRIL 1 TO APRIL 30, 2015

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
3/26/2015	3/30/2015	4/2/2015	4/10/2015	15	BOARD OF CTY COMMISSIONERS	REIMB UNDER JARC GRANT 082 10/01-12/31/14	14,277.34
3/16/2015	3/26/2015	4/2/2015	4/10/2015	25	CH2M HILL, INC.	CONTRACT #10-018B WO #10 INV #5	10,386.99
3/27/2015	3/30/2015	4/2/2015	4/10/2015	14	CITY OF FORT LAUDERDALE	REIMB OF NF GRANT 050. OCT 2014	14,775.52
3/27/2015	3/30/2015	4/2/2015	4/10/2015	14	FLORIDA DEPT OF TRANSPORTATION	LAND PURCHASE 123 ERIE ST PALM BEACH	377,600.00
3/17/2015	3/26/2015	4/2/2015	4/10/2015	24	JACOBS ENGINEERING GROUP INC.	CONTRACT #09-007C WO #15 INV #6	14,306.86
3/20/2015	3/23/2015	4/2/2015	4/10/2015	21	KIMLEY HORN AND ASSOCIATES	CONTRACT #09-007D WORK ORDER #35 INVOICE #7	16,520.75
3/30/2015	3/30/2015	4/2/2015	4/10/2015	11	MAE VOLEN SENIOR CENTER	REIMB UNDER NF GRANT FOR MONTH OF JAN 2015	32,631.12
3/27/2015	3/30/2015	4/2/2015	4/10/2015	14	PARSONS BRINCKERHOFF, INC.	03/11/15 WO #17 TO AGREEMENT 09-007-E	32,154.48
3/31/2015	4/1/2015	4/2/2015	4/2/2015	2	CENTER PORT BUSINESS PARK	FILE #107-L-132.02 REVIEW PROCESS - OWNER'S ASSOC.	7,500.70
4/2/2015	4/3/2015	4/9/2015	4/14/2015	12	CITY OF WEST PALM BEACH	REIMB UNDER JARCJ GRANT 052 FOR 02/02-03/01/15	18,275.40
3/20/2015	3/24/2015	4/9/2015	4/14/2015	25	CUBIC TRANSPORTATION SYSTEMS	EQUIP. & SPARE PARTS FOR THE MIC STATION	1,159,726.00
3/30/2015	4/7/2015	4/9/2015	4/14/2015	15	DELL MARKETING, L.P.	DELL PRECISION TOWER 7810 CTO BASE	3,292.58
3/11/2015	3/30/2015	4/9/2015	4/14/2015	34	KIMLEY HORN AND ASSOCIATES	CONTRACT #10-017H WORK ORDER #2 INVOICE #28	110,896.88
4/2/2015	4/3/2015	4/9/2015	4/14/2015	12	MAE VOLEN SENIOR CENTER	REIMB UNDER NF GRANT FOR MONTH OF DEC 2014	29,207.46
2/27/2015	3/30/2015	4/9/2015	4/14/2015	46	PARSONS BRINCKERHOFF, INC.	CONTRACT #09-007E WO#23 INV #3	3,084.15
3/11/2015	3/30/2015	4/9/2015	4/14/2015	34	PARSONS TRANSPORTATION GROUP	CONTRACT #10-018C WORK ORDER #5 INVOICE #2	11,800.09
4/3/2015	4/13/2015	4/17/2015	4/21/2015	18	ANSALDO STS USA, INC.	SOUTH FLORIDA RAIL CORRIDOR DISPATCH SYSTEM	1,083,110.90
4/14/2015	4/14/2015	4/17/2015	4/21/2015	7	BROWARD COUNTY	DEVELOPMENT REVIEW 78997	119,840.00
4/3/2015	4/15/2015	4/17/2015	4/21/2015	18	GOODMAN PUBLIC RELATIONS INC.	MRKT SERVICES ASSOC. FOR THE MI.INTERMODAL	23,675.00
3/30/2015	4/13/2015	4/17/2015	4/21/2015	22	HDR ENGINEERING INC	CONTRACT 12-008 PHASE 1-B #2	355,992.00
3/31/2015	4/13/2015	4/17/2015	4/21/2015	21	HNTB CORPORATION	CONTRACT 02-48885-PL-018	13,758.25
4/6/2015	4/15/2015	4/17/2015	4/21/2015	15	KIMLEY HORN AND ASSOCIATES	CONTRACT #09-007D WO#36 INV #4	57,042.36
3/23/2015	4/16/2015	4/17/2015	4/21/2015	29	LINES UNLIMITED	ALUM ROUND SIGN POST FABRICATION & INSTAL.	4,420.00
4/6/2015	4/13/2015	4/17/2015	4/21/2015	15	PARSONS BRINCKERHOFF, INC.	CONTRACT #10-017-A WO#5 INV #16	88,712.35
3/19/2015	4/13/2015	4/17/2015	4/21/2015	33	T.Y. LIN INTERNATIONAL	PROJECT #531108.07 WO #1 INV #5	19,988.05
4/3/2015	4/8/2015	4/20/2015	4/20/2015	17	GULF BUILDING, LLC	CONTRACT 15-001 03/01-03/31/15	862,849.66
4/13/2015	4/14/2015	4/20/2015	4/20/2015	7	ROTEM COMPANY	CONTRACT #06-0115 COMMUTER RAIL CARS	1,308,510.62
3/30/2015	4/20/2015	4/22/2015	4/28/2015	29	PARSONS BRINCKERHOFF, INC.	CONTRACT #10-017A WO #8 INV #9	40,026.27
4/2/2015	4/17/2015	4/22/2015	4/28/2015	26	S FL REGIONAL PLANNING COUNCIL	OCT-DEC 2014 SFRPC	50,000.00
4/16/2015	4/23/2015	4/30/2015	4/30/2015	14	GARY, DYTRYCH & RYAN P.A.	LAND PURCHASE TAYLOR'S SUBDIVISION	342,053.28
4/20/2015	4/24/2015	4/30/2015	5/4/2015	14	CITY OF PEMBROKE PINES	REIMB FOR GRANT EXPENSES REQUEST #6	15,933.35
4/22/2015	4/25/2015	4/30/2015	5/4/2015	12	CITY OF WEST PALM BEACH	REIMB FROM GRANT FOR WORK AT WPB TRAIN STATION	369,101.19
3/30/2015	4/22/2015	4/30/2015	5/4/2015	35	CSX TRANSPORTATION	WORK ORDER NO. 1 TO CSX TRANSPORTATION INC.	3,236.25
4/6/2015	4/20/2015	4/30/2015	5/4/2015	28	GANNETT FLEMING INC	CONTRACT 10-017B WO #10 INV #10	31,699.40
4/6/2015	4/20/2015	4/30/2015	5/4/2015	28	KIMLEY HORN AND ASSOCIATES	CONTRACT #09-007D WO #34 INV #9	21,340.90
4/27/2015	4/29/2015	4/30/2015	5/4/2015	7	KIMLEY HORN AND ASSOCIATES	ENVIRONMENTAL SERVICES FOR SFRTA	5,952.55
4/17/2015	4/23/2015	4/30/2015	5/4/2015	17	MAE VOLEN SENIOR CENTER	JARC/NF GRANTS FOR OCT - DEC 2014	11,359.08
4/13/2015	4/20/2015	4/30/2015	5/4/2015	21	PARSONS BRINCKERHOFF, INC.	CONTRACT 10-017A WO #5 INV #17	159,362.59
4/3/2015	4/24/2015	4/30/2015	5/4/2015	31	PARSONS TRANSPORTATION GROUP	CONTRACT 14-006 (FINAL DESIGN FOR WAVE)	179,899.01
				39	TOTAL CAPITAL EXPENDITURES		7,024,299.38
				86	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES		15,459,379.62

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 22, 2015
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
APRIL 1, 2015 TO APRIL 30, 2015**

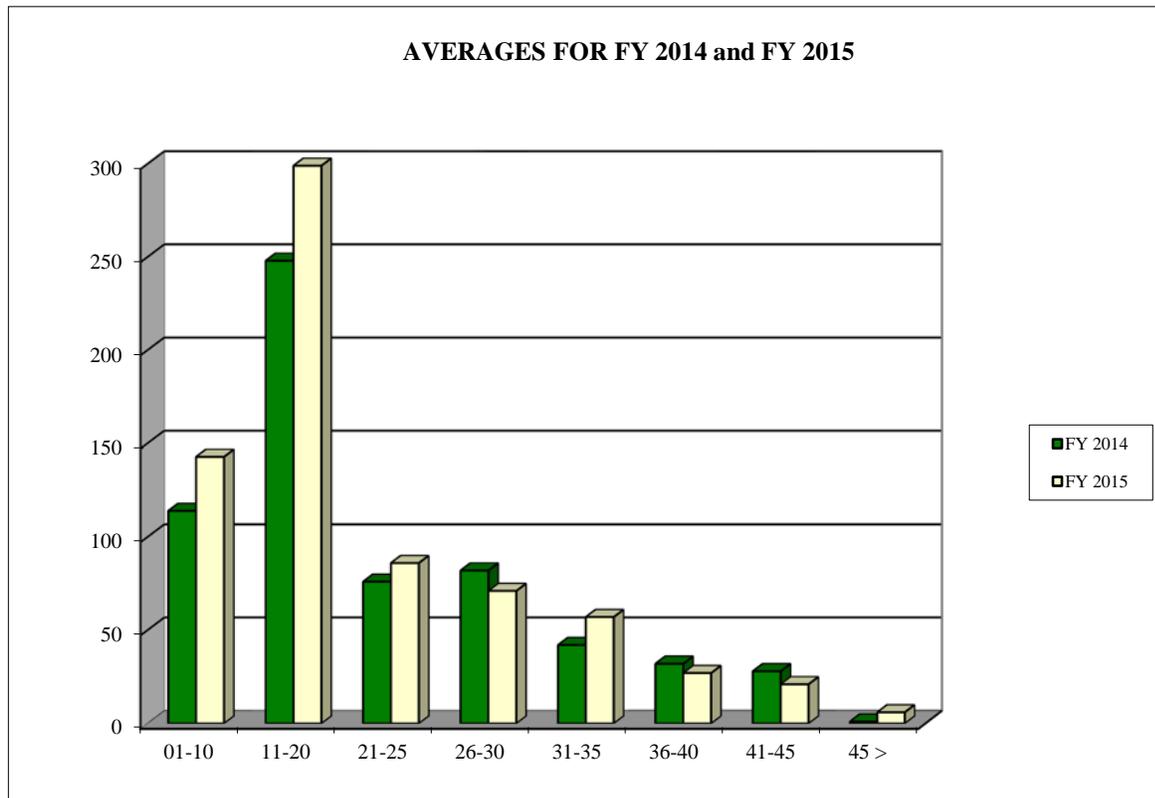
INVOICE CYCLE	NO. CHECKS	PERCENT OF TOTAL	ACCUM %
0-10 days	10	11.6%	11.6%
11-20 days	41	47.7%	59.3%
21-25 days	14	16.3%	75.6%
26-30 days	11	12.8%	88.4%
31-35 days	7	8.1%	96.5%
36-40 days	2	2.3%	98.8%
41-45 days	0	0.0%	98.8%
Over 45 days	1	1.2%	100.0%
TOTAL CHECKS	86	100.0%	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PAYMENT CYCLE REPORT - APRIL 2015**

AGENDA ITEM NO. F

FOR INVOICES \$2,500 AND OVER

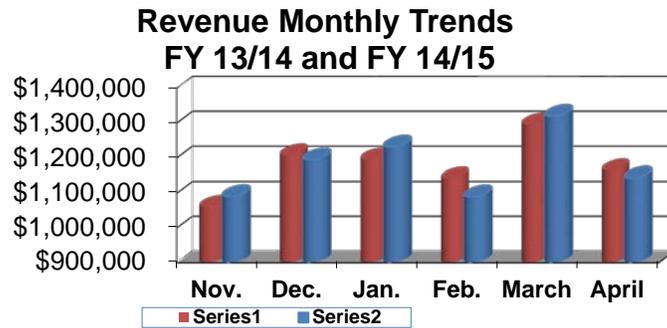
MONTHLY AVERAGE JULY 2014 TO APRIL 2015		MONTHLY AVERAGE JULY 2013 TO APRIL 2014	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	20.1%	0 -10 Days	18.3%
11-20 Days	42.1%	11-20 Days	39.8%
21-25 Days	12.1%	21-25 Days	12.2%
26-30 Days	10.0%	26-30 Days	13.2%
31-35 Days	8.0%	31-35 Days	6.7%
36-40 Days	3.8%	36-40 Days	5.1%
41-45 Days	3.0%	41-45 Days	4.5%
Over 45 Days	0.8%	Over 45 Days	0.2%



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT-APRIL 2015**

REVENUE -APRIL 2015

DESCRIPTION	Apr-14	Apr-15	VARIANCE	%
Weekday Sales	980,031	947,330	(32,701)	-3.3%
Weekend Sales	166,947	165,936	(1,011)	-0.6%
Other Income	18,710	29,907	11,196	59.8%
Total Revenue	1,165,690	1,143,174	(22,516)	-1.9%

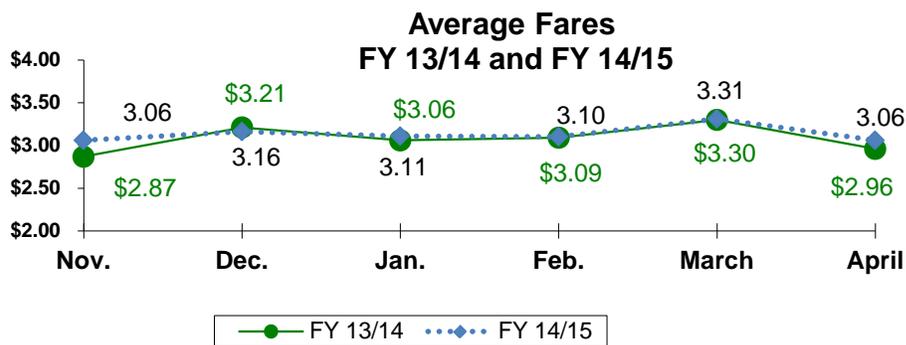


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- APRIL 2015**

SALES BY TICKET TYPE	APRIL 2014	APRIL 2015	PERCENT ⁽¹⁾ CHANGE
Palm Beach Schools	27,550	30,750	12%
Employer Disc. Program	150,990	133,176	-12%
Group Tour Sales	454	483	6.4%
Station Sales:			
One-Way	420,522	429,229	2.1%
Roundtrip	230,881	225,114	-2.5%
12 Trips	43,626	37,908	-13.1%
Monthly	64,600	63,200	-2.2%
Monthly Reg. Pass	26,100	22,040	-15.6%
One-Way Discount	6,830	5,565	-18.5%
Roundtrip Discount	9,440	7,443	-21.2%
Monthly Discount	36,552	29,700	-18.7%
Monthly Disc. Reg. Pass	16,675	12,978	-22.2%
Stored Value	112,501	115,681	2.8%
Card Deposits	258		
Total Station Sales	967,985	948,858	
Total Sales	1,146,979	1,113,267	-2.9%

AVERAGE FARE

2.96	3.06
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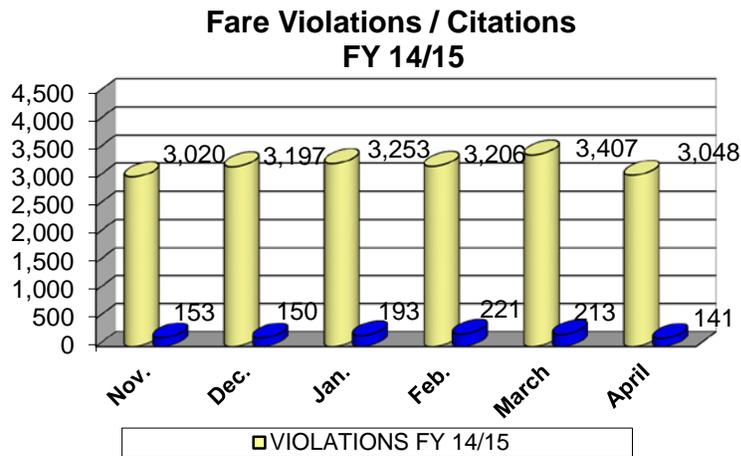


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
NOVEMBER 2014 THROUGH APRIL 2015**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
NOVEMBER 2014	424,072	3,020	153	2,861	120%
DECEMBER 2014	444,040	3,197	150	3,044	123%
JANUARY 2015	442,632	3,253	193	3,060	119%
FEBRUARY 2015	421,621	3,206	221	2,976	123%
MARCH 2015	465,160	3,407	213	3,185	122%
APRIL 2015	442,809	3,048	141	2,897	121%
AVERAGE	440,056	3,189	179	3,004	121%

FARE EVASION % **0.69%**

FINES **\$** **17,245**





Solicitation Status Report April 2015

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
No Solicitations are currently being advertised for the Month of April, 2015							



**Contract Actions Executed
Under The Executive Director's Authority
For The Month of April 2015**

AGENDA ITEM NO: I

Contract/ Purchase Order No.	Contract /Project Description	Contract Action	Amount \$
14-010 (B)	CONTRACTOR: JACOBS ENGINEERING DESCRIPTION: Pubic Opinion Survey.	Work Order	\$50,706.06
14-010 (B)	CONTRACTOR: JACOBS ENGINEERING DESCRIPTION: TRCL Project Development Support.	Work Order	\$182,941.44
14-010 (C)	CONTRACTOR: KIMLEY HORN AND ASSOCIATES DESCRIPTION: Operations Center State Infrastructure Bank Loan Support Services.	Work Order	\$66,382.39
15-00034	CONTRACTOR: TEAM ONE REPAIR DESCRIPTION: Overhaul Parts To Keep The TVM Bill Acceptor Running.	Purchase Order	\$21,031.35



**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of April 2015**

AGENDA ITEM: J

Date Signed	Description	Contract Action	Amount \$
N/A	No Contract Actions were executed by the Construction Oversight Committee for the Month of April, 2015	N/A	N/A



RTA

**SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY**

***MONTHLY CRIME ANALYSIS SUMMARY
AND FARE EVASION REPORT***

APRIL 2015

PRESENTED BY



**ANTHONY STRIANESE
PROJECT MANAGER**

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
MONTHLY CRIME ANALYSIS SUMMARY**

APRIL 2015

During the month of April 2015, 3569 incidents were reported to, or by G4S Secure Solutions, USA, and Custom Protection Officers®, of these, one (1) Assault, one (1) Battery on a C.P.O., one (1) Bomb Threat, one (1) Auto Theft, three (3) Trespasser Strike, two (2) Train Vs Vehicle, and one (1) Trespasser Arrest. A total of eleven (11) Arrests were made this month, ten of these were Fare Evasions.

MAJOR INCIDENTS

MILE POST 1007.3 (Commercial Boulevard – Oakland Park Boulevard)

Case #: 04-15-2369

Train vs. Pedestrian – (Fatality)

This incident occurred at approximately 1810, Monday, April 20th 2015. A pedestrian who was trespassing on the railroad right of way, was struck and killed by southbound Amtrak Train, PO91. The accident scene included the area of Commercial Boulevard to Oakland Park Boulevard. The Broward Sheriff's Office (BSO) responded to the scene as did several other law enforcement and Fire / Rescue entities. The Broward County Medical Examiner (17th District) arrived on scene and pronounced the subject deceased. This incident created significant delays for SFRTA Trains and commuters. BSO has assumed investigative jurisdiction and the inquiry continues. The BSO Case # is: **08-16385**.

MILE MARKER 1011.09 – (North of the Ft. Lauderdale, FL – Broward Blvd Station)

Case #: 04-15-762

Train vs. Pedestrian – (Injury)

This incident occurred at approximately 1635, Tuesday, April 7th 2015. Two pedestrians were trespassing on the railroad right of way, when one was struck by the P633 southbound train. Ft. Lauderdale, FL Police Department (FTLPD) as well as Ft. Lauderdale, FL Fire / Rescue responded to the scene. The pedestrian struck was transported to Broward Health and subsequent information disclosed that she was treated and released. The FTLPD has assumed investigative jurisdiction, Case #: **15-056205**, pertains.

MILE MARKER 1011.3 – (South of NW 19th Street) / P687

Case 04-15-1271

Train vs. Vehicle – (Injury)

This incident occurred at approximately 1952, Saturday, April 11th 2015. The operator of a Dodge Pick-up Truck was observed by the Engineer driving north on the railroad tracks at the listed location. The P687 struck the vehicle causing extensive damage. The Fort Lauderdale, Florida Police Department & Fort Lauderdale, FL, Fire Rescue responded to the scene. The operator was transported to a medical facility for treatment and observation. The operator was cited for violation of Florida State Statute 316.1945(1a8), Improper Stop/ RR Track. The Fort Lauderdale Police Department Case # is: **341-504-058606**.

MILE POST 1035.5 – NW 54TH Street / P663

Case #: 04-15-1280

Train vs. Vehicle – (Injury)

This incident occurred at approximately 0840, Sunday, April 12th 2015. The operator of a White in color Chevrolet failed to obey the grade crossing warning activation signals at the listed location. The P663 struck the vehicle causing extensive damage and injury to the operator. The Hialeah, FL, Police Department responded to the scene and the operator was transported to a medical facility for treatment and observation pursuant the Baker Act Statute. The Hialeah, FL Police Department Case # is: **013327**.

MILE POST 1010.3 / P673

Case #: 04-15-2208

Train vs. Pedestrian – (Fatality)

This incident occurred at approximately 1255, Sunday, April 19th 2015. A male subject trespassing on the railroad right of way was struck and killed by the listed train. The Fort Lauderdale, FL Police Department (FLPD) and the Fort Lauderdale, FL, Fire / Rescue responded to the scene. The Broward County Medical Examiner (District 17) responded and pronounced the subject deceased. The FLPD assumed investigative jurisdiction and the investigation is continuing. The FLPD Case # is: **34-1504-062934**.

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
MONTHLY CRIME ANALYSIS SUMMARY**

APRIL 2015

HOLLYWOOD STATION

Case # 04-15-469

Trespass – Arrest – Illicit Drug Paraphernalia / Violation of Probation

This incident occurred at approximately 2150, Saturday, April 4th 2015. The G4S Officer observed a subject skateboarding on the platform and directed him to cease this activity. The subject refused to obey the directive and the Hollywood, FL, Police Department was notified. Now, upon arrival of the Police, the subject produced identification and further inquiry disclosed that the subject was on probation. A search of his person resulted in the seizure of drug paraphernalia. The subject was arrested and issued a Trespass Warning. The Hollywood, FL Police Case #: is **33-1504-048556**

Case #: 04-15-670

Fare Evasion – Arrest (Violation of Probation)

This incident occurred at approximately 1507, Monday, April 6th 2015. A commuter was located on the P628 northbound train without fare media to indicate payment of the appropriate fare. The commuter was removed from the train and the Hollywood, FL Police Department was notified and responded. After subsequent inquiry disclosed that the subject was on felony probation, he was arrested for fare evasion, as well as violation of probation and transported to an incarceration facility. The Hollywood FL Police Case # is: **33-1504-049328**.

DEERFIELD BEACH STATION

Case # 04-15-504

Bomb Threat

This incident occurred at approximately 1310, Sunday, April 5th 2015. The Broward Sheriff's Office (BSO) contacted the SFRTA Dispatcher regarding an anonymous bomb threat involving passenger trains. Amtrak Train PO98 was stopped at Deerfield Beach and as a result all train traffic was held in abeyance pending clearance by law enforcement. Inquiry by the Broward Sheriff's Office tentatively identified a suspect who had been overheard making a telephonic threat by an employee of a family restaurant. After clearance by the Broward Sheriff's Office and Amtrak Police, all train travel resumed without further incident. The BSO Cade # is: **10-1504-000723**.

METRORAIL TRANSFER STATION

Case #: 04-15-630

Theft-bike

This incident occurred between the inclusive times of 0800 – 1805, Monday, April 6th 2015. At 0800, a commuter secured his Black & Green in color, 26" Escort Mountain Bike, with a chain and lock to the bicycle storage rack located at the south end of the west platform of the station. Upon his return to the station at 1805, he discovered that the bicycle had been stolen. The commuter declined to file a formal police report.

Case #: 04-15-3071

Assist other Agency

This incident occurred at approximately 1633, Sunday, April 26th 2015. The G4S Officer observed the Hialeah FL, Police Department and Fire / Rescue in the parking facility of the station. Subsequent inquiry disclosed that the male subject had sustained a gunshot wounds, off SFRTA property and traveled to the station on foot. The subject had trespassed onto the railroad right of way and left a blood trail the tracks. The investigating officers requested that the tracks in both directions be closed for the purpose of crime scene processing. At 1900, the scene was cleared and train traffic resumed. The HFPD Case #: **2015 – 15312**.

WEST PALM BEACH STATION

Case #: 04-15-685

Battery on Transit Agent

This incident occurred at approximately 2044, Monday, April 6th 2015. A commuter struck a SFRTA Train that was not in revenue service with his cane. The G4S Officer intervened and admonished the commuter for doing so. The commuter, based on his unruly, combative behavior was denied passage on the next arriving train. He pushed the G4S

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APRIL 2015

Officer who stood in his path to prevent entry onto the train. The commuter attempted to push the G4S Officer a second time and the Officer pushed the subject to defend against further physical confrontation. The commuter then departed the station. The Officer was not injured as a result of this incident.

Case # 04-15-3268

Assault on a Transit Agent

This incident occurred on April 28th, 2015. The G4S Officer was informed by the SFRTA Ticket Agent that an unidentified subject had threatened to strike her when they were both engaged in a verbal altercation. Ticket Agent also related that the subject used profane language towards her, within earshot of other commuters. The G4S Officer ejected the subject from SFRTA property without further incident.

OPA –LOCKA STATION / P611

Case #: 04-15-1950

Fare Evasion – Unlawful Possession of Prescription Medication

This incident occurred at approximately 1910, Friday, April 17th 2015. A commuter was located on the listed train without fare media as required by the SFRTA Tariff Policy. The commuter was removed from the train at the listed station and the Opa-Locka, FL Police Department responded to the station. Now, during a subsequent search of the commuter's belongings, several prescription bottles containing controlled substances, not belonging to the commuter, were located. The subject was arrested for violation of F.S. S. relating to unlawful possession of controlled substances and Transit Fare Evasion. The Opa-Locka, FL Police Department Case # is: **15-0417-002**.

MANGONIA PARK STATION

Case #: 04-15-2308

Auto Theft

This incident occurred between Thursday, April 16th 2015 and 1136, Monday, April 20th 2015. A commuter reported that between the listed time(s) and date(s), person(s) unknown stole her 2000 Jeep Cherokee that was parked and unattended at the Mangonia Park, parking facility. The Palm Beach County Sheriff's Department (PBCSO) was notified and responded to the scene. The PBCSO Case #: is **15-064550**.

OUTSTANDING JOB PERFORMANCES

During the month of April G4S personnel to include Custom Protection Officers, Supervisors, and the members of the Public Safety Coordination Center displayed great professionalism and compassion while assisting with the coordination and safe movement of passengers during six separate critical incidents. All are commended for their knowledge, skills' abilities, and intense focus on customer service. Job well done.

Sunday, April 5, 2015 at 1310 hrs. Bomb Threat. Case number 04-15-504.

Tuesday, April 7, 2015 at 1637 hrs. Train vs. pedestrian trespasser. Case number 04-15-762 (non-fatal).

Saturday, April 11, 2015 at 1952 hrs. Train vs. vehicle. Case number 04-15-1271 (non-fatal).

Sunday, April 12, 2015 at 0840 hrs. Train vs. vehicle. Case number 04-15-1280 (non-fatal).

Sunday, April 19, 2015 at 1255 hrs. Train vs. pedestrian trespasser. Case number 04-15-2208 (fatality).

Monday, April 20, 2015 at 1810 hrs. Amtrak-Train vs. pedestrian trespasser. Case number 04-15-2369 (fatality).

Major Morrison, Captain Tolbert, CPOs Bostick, Harvey, and O'Connor are all commended for their hard work and dedication ensuring the smooth opening and ribbon cutting ceremony for the Miami Intermodal Center.

MONTHLY FARE EVASION REPORT

MONTH: April-2015

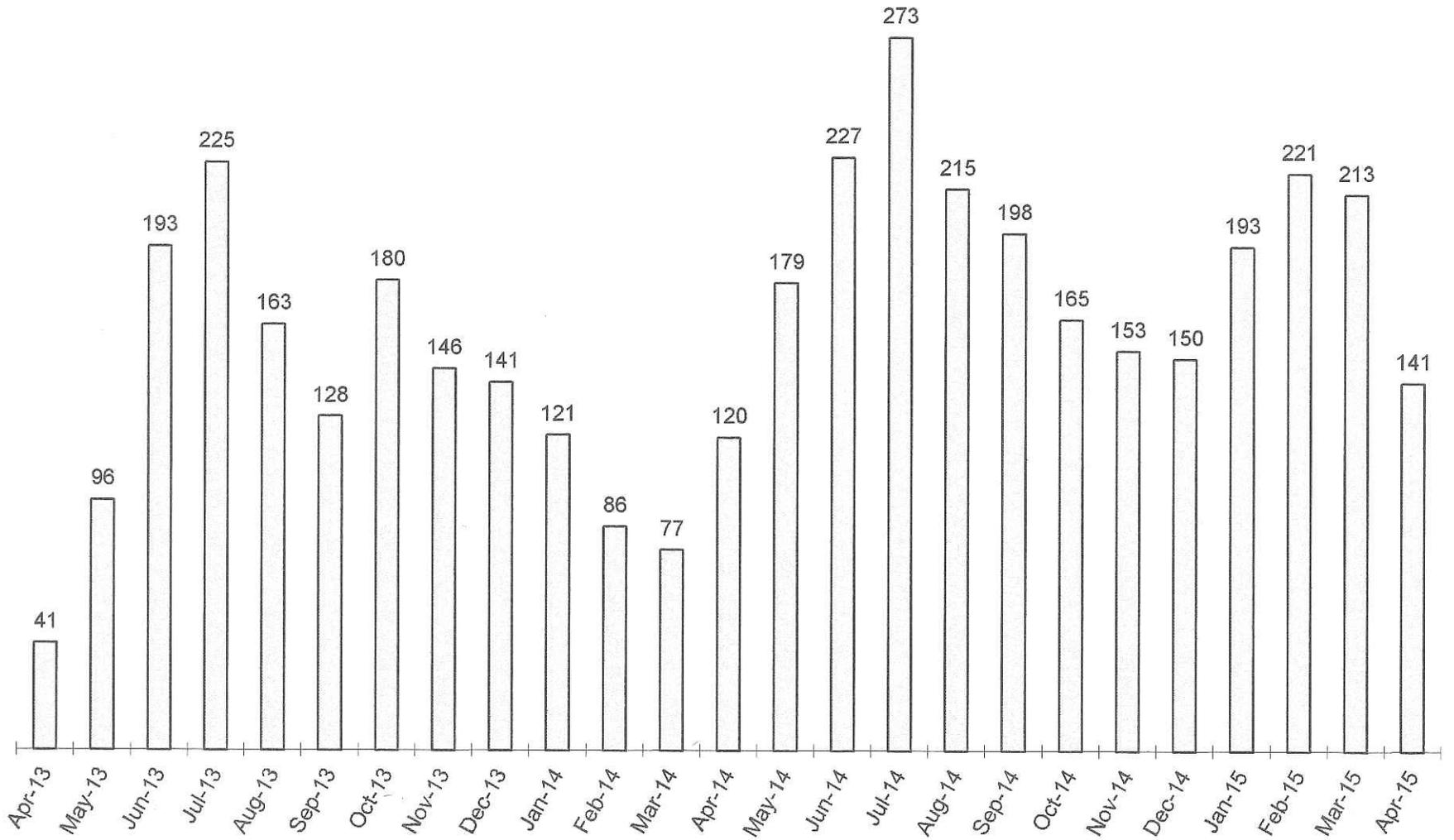
Date	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
4/1/2015	15,207	18,200	102	2	100	0	120%	0.56%	2%	98%	0%
4/2/2015	14,596	18,345	113	7	106	0	126%	0.61%	6%	94%	0%
4/3/2015	11,963	15,158	128	14	113	1	127%	0.84%	11%	88%	1%
4/4/2015	6,719	6,114	66	3	63	0	91%	1.08%	5%	95%	0%
4/5/2015	5,901	5,912	59	1	58	0	100%	1.01%	2%	98%	0%
4/6/2015	14,680	14,876	123	5	117	1	101%	0.83%	4%	95%	1%
4/7/2015	15,024	22,212	84	4	80	0	148%	0.38%	5%	95%	0%
4/8/2015	14,704	17,155	111	4	107	0	117%	0.65%	4%	96%	0%
4/9/2015	16,805	18,515	110	7	103	0	110%	0.59%	6%	94%	0%
4/10/2015	14,777	19,218	129	3	126	0	130%	0.67%	2%	98%	0%
4/11/2015	6,607	7,634	56	1	55	0	116%	0.73%	2%	98%	0%
4/12/2015	5,842	5,848	73	1	72	0	100%	1.25%	1%	99%	0%
4/13/2015	14,838	16,362	136	5	129	2	110%	0.84%	4%	95%	1%
4/14/2015	14,948	17,752	124	6	118	0	119%	0.70%	5%	95%	0%
4/15/2015	14,377	17,173	130	7	122	1	119%	0.75%	5%	94%	1%
4/16/2015	15,210	18,448	114	8	106	0	121%	0.62%	7%	93%	0%
4/17/2015	14,506	20,327	137	3	132	2	140%	0.67%	2%	96%	1%
4/18/2015	6,592	6,332	67	5	62	0	96%	1.06%	7%	93%	0%
4/19/2015	5,918	4,413	48	3	44	1	75%	1.09%	6%	92%	2%
4/20/2015	13,324	18,003	102	5	97	0	135%	0.56%	5%	95%	0%
4/21/2015	14,128	17,452	120	5	115	0	124%	0.69%	4%	96%	0%
4/22/2015	15,107	17,828	133	4	129	0	118%	0.75%	3%	97%	0%
4/23/2015	14,202	19,076	111	8	103	0	134%	0.58%	7%	93%	0%
4/24/2015	13,683	16,289	131	3	128	0	119%	0.80%	2%	98%	0%
4/25/2015	7,645	7,068	76	1	75	0	92%	1.08%	1%	99%	0%
4/26/2015	5,732	6,255	59	4	55	0	109%	0.94%	7%	93%	0%
4/27/2015	14,322	17,625	120	5	114	1	123%	0.68%	4%	95%	1%
4/28/2015	12,739	18,112	54	1	53	0	142%	0.29%	2%	98%	0%
4/29/2015	13,311	16,654	118	9	109	0	125%	0.71%	8%	92%	0%
4/30/2015	13,503	18,453	114	7	106	1	137%	0.62%	6%	93%	1%
Totals	366,910	442,809	3,048	141	2897	10	121%	0.69%	5%	95%	0%

Weekly/Monthly Fare Inspection Report

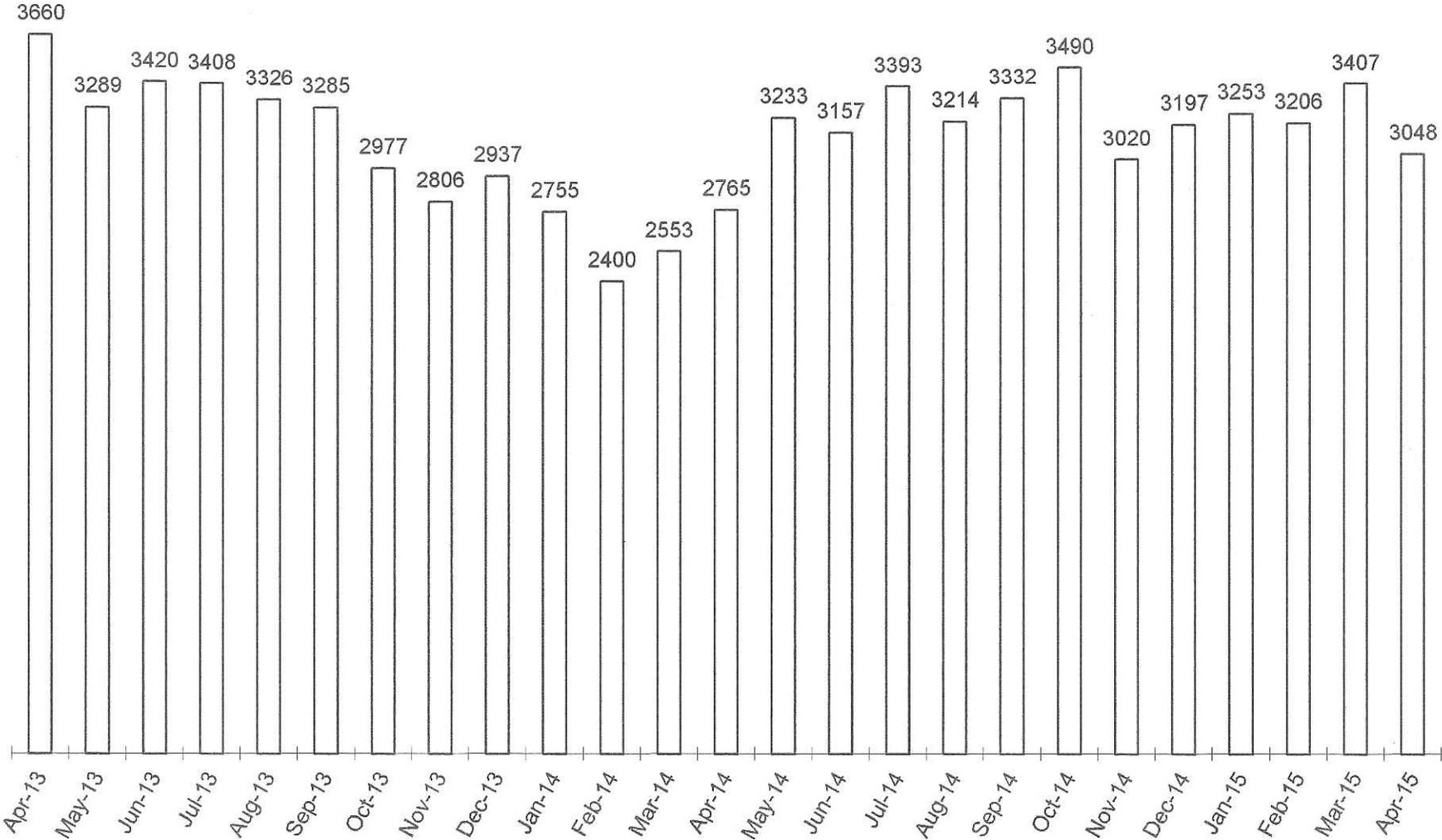
MONTH: April-2015

DAY	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
04/01/15-04/05/2015	54,386	63,729	468	27	440	1	117%	0.73%	6%	94%	0%
04/06/15-04/12/2015	88,439	105,458	687	25	661	1	119%	0.65%	4%	96%	0%
04/13/2015-04/19/2015	86,389	100,807	757	37	714	6	117%	0.75%	5%	94%	1%
04/20/15-04/26/2015	83,821	101,971	731	30	701	0	122%	0.72%	4%	96%	0%
04/27/2015-04/30/2015	53,875	70,844	405	22	381	2	131%	0.57%	5%	94%	0%
	366,910	442,809	3,048	141	2,897	10	121%	0.69%	5%	95%	0%

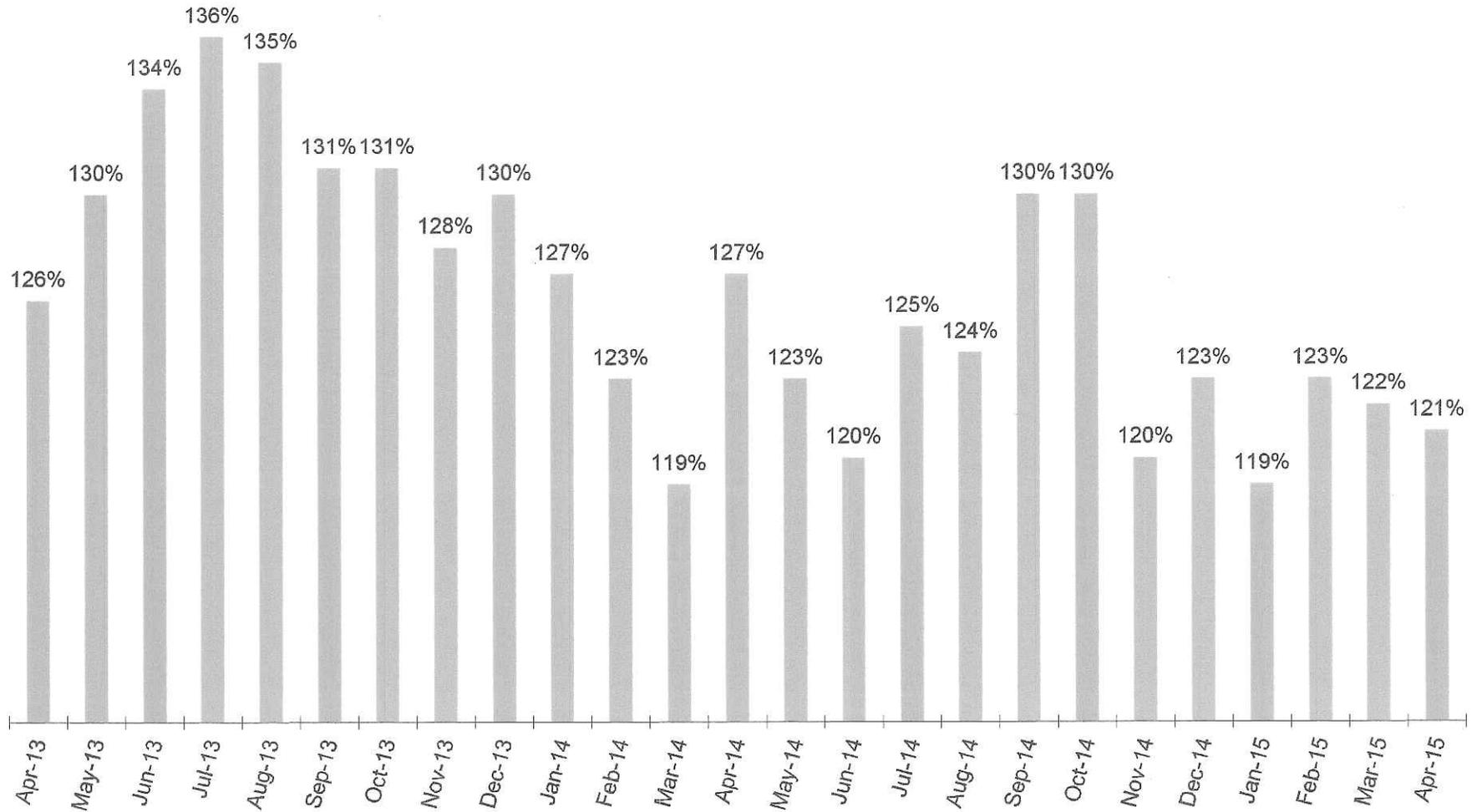
CITATIONS ISSUED



FARE EVASION VIOLATIONS



PERCENTAGE OF RIDERS INSPECTED





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-13	386,755	486,636	3660	41	3618	1	126%	0.75%	1%	99%	0%
May-13	376,961	488,304	3289	96	3192	1	130%	0.67%	3%	97%	0%
June-13	325,240	436,859	3420	193	3223	4	134%	0.78%	6%	94%	0%
July-13	335,538	455,197	3408	225	3173	10	136%	0.75%	7%	93%	0%
August-13	353,977	476,608	3326	163	3155	8	135%	0.70%	5%	95%	0%
September-13	360,416	473,572	3285	128	3155	2	131%	0.69%	4%	96%	0%
October-13	400,198	523,802	3168	180	2977	11	131%	0.60%	6%	94%	0%
November-13	361,358	462,614	2806	146	2652	8	128%	0.61%	5%	95%	0%
December-13	356,655	464,640	2937	141	2789	7	130%	0.63%	5%	96%	0%
January-14	388,660	492,277	2755	121	2632	2	127%	0.56%	4%	96%	0%
February-14	364,857	448,069	2400	86	2308	6	123%	0.54%	4%	96%	0%
March-14	385,596	459,743	2553	77	2472	4	119%	0.56%	3%	97%	0%
April-14	387,963	491,362	2765	120	2737	8	127%	0.56%	4%	99%	0%
May-14	372,507	458,263	3233	179	3048	6	123%	0.71%	6%	94%	0%
June-14	340,111	409,153	3157	227	2915	15	120%	0.77%	7%	92%	0%
July-14	343,855	429,167	3393	273	3111	9	125%	0.79%	8%	92%	0%
August-14	356,596	442,931	3214	215	2988	11	124%	0.73%	7%	93%	0%
September-14	357,498	465,919	3332	198	3124	10	130%	0.72%	6%	94%	0%
October-14	389,574	507,221	3490	165	3322	3	130%	0.69%	5%	95%	0%
November-14	352,762	424,072	3020	153	2861	6	120%	0.71%	5%	95%	0%
December-14	359,776	444,040	3197	150	3044	3	123%	0.72%	5%	95%	0%
January-15	371,459	442,632	3253	193	3060	0	119%	0.73%	6%	94%	0%
February-15	344,117	421,621	3206	221	2976	9	123%	0.76%	7%	93%	0%
March-15	380,011	465,160	3407	213	3185	9	122%	0.73%	6%	93%	0%
April-15	366,910	442,809	3048	141	2897	10	121%	0.69%	5%	95%	0%
PAGE 5 TOTAL	41,304,135	40,906,373	231,697	29,272	201,630	797	99%	0.57%	13%	87%	0%
Totals	56,243,917	60,019,641	366,791	34,274	331,640	979	107%	0.61%	9%	90%	0%

MONTHLY BREAKDOWN OF CITATIONS

MONTH	12 TRIP NO TAP	ZONE OVERRIDE EASY CARD	INSUFFICIENT FUNDS	NO BUS/METRO TRANSFER	NO PHYSICAL TICKET	NO SFRTA TRANSFER	NO TAP EASY CARD	OUTDATED PAPER TICKET	UNREADABLE EASY CARD	ZONE OVERRIDE PAPER TICKET	Total
13-Apr	1	0	2	1	33	0	0	1	0	3	41
13-May	1	0	13	9	58	0	9	0	0	6	96
13-Jun	1	0	17	8	132	0	20	1	0	14	193
13-Jul	4	0	26	13	141	0	19	2	0	20	225
13-Aug	8	0	9	5	113	1	14	1	0	12	163
13-Sep	1	0	9	11	90	1	12	1	0	3	128
13-Oct	2	0	24	12	99	2	25	2	0	14	180
13-Nov	3	0	14	15	90	2	15	2	0	5	146
13-Dec	1	0	13	7	96	2	12	4	0	6	141
14-Jan	2	0	10	8	81	1	12	1	0	6	121
14-Feb	0	0	3	8	57	0	12	0	0	6	86
14-Mar	1	2	9	3	44	0	11	2	0	5	77
14-Apr	0	0	21	6	70	0	10	2	0	11	120
14-May	2	1	16	5	112	7	19	3	0	14	179
14-Jun	2	0	29	16	136	0	26	5	0	13	227
14-Jul	2	0	28	24	151	0	43	9	0	16	273
14-Aug	2	0	17	15	128	0	30	3	0	20	215
14-Sep	1	0	18	14	116	0	31	3	0	15	198
14-Oct	1	0	19	3	97	0	29	4	0	12	165
14-Nov	2	0	15	6	103	0	16	3	0	8	153
14-Dec	1	0	15	9	87	0	26	2	0	10	150
15-Jan	2	0	23	9	113	0	18	5	0	23	193
15-Feb	3	0	28	11	131	1	29	3	0	15	221
15-Mar	1	0	28	10	125	0	31	2	0	16	213
15-Apr	0	0	13	6	89	3	20	3	0	7	141
44	3	420	242	2,647	20	489	66	0	297	4,228	

MONTHLY BREAKDOWN OF WARNINGS

MONTH	12 TRIP NO TAP	ZONE OVERRIDE EASY CARD	INSUFFICIENT FUNDS	NO BUS/METRO TRANSFER	NO PHYSICAL TICKET	NO SFRTA TRANSFER	NO TAP EASY CARD	OUTDATED PAPER TICKET	UNREADABLE EASY CARD	ZONE OVERRIDE PAPER TICKET	TOTAL
13-Apr	95	5	374	132	2289	31	379	69	3	241	3618
13-May	85	4	270	135	2071	25	323	216	0	63	3192
13-Jun	95	1	319	113	2048	33	322	82	0	210	3223
13-Jul	82	0	303	125	2015	26	296	89	0	237	3173
13-Aug	80	0	271	85	2081	29	285	80	0	244	3155
13-Sep	68	0	217	106	2136	33	294	80	0	221	3155
13-Oct	60	0	220	96	2032	35	249	64	0	221	2977
13-Nov	46	0	183	99	1816	19	259	56	0	174	2652
13-Dec	51	0	171	107	1932	28	257	60	0	183	2789
14-Jan	68	0	153	97	1805	14	271	50	0	174	2632
14-Feb	46	0	144	84	1554	20	291	57	0	112	2308
14-Mar	44	5	177	76	1733	24	221	56	0	136	2472
14-Apr	62	0	157	106	1761	22	324	56	0	152	2640
14-May	57	1	193	130	2017	28	374	72	0	176	3048
14-Jun	60	0	160	136	1924	22	357	63	0	193	2915
14-Jul	85	0	193	167	1960	30	395	86	0	195	3111
14-Aug	55	0	205	125	1906	24	417	70	0	186	2988
14-Sep	55	0	205	125	1906	24	417	70	0	186	2988
14-Oct	60	0	206	117	2182	29	457	82	0	189	3322
14-Nov	49	0	183	104	1919	17	336	79	0	174	2861
14-Dec	61	0	184	117	2090	17	322	56	0	197	3044
15-Jan	55	0	177	98	2156	23	321	55	0	175	3060
15-Feb	50	0	209	132	2010	36	304	57	0	178	2976
15-Mar	65	2	173	104	2179	34	352	78	0	198	3185
15-Apr	59	0	162	83	2044	29	287	56	0	177	2897
	1,682	22	5,583	2,880	51,726	687	8,566	1,944	8	4,813	77,911

CLASSIFICATIONS BREAKDOWN
APRIL 2015

1

CLASSIFICATION	
ABANDONED VEHICLE	2
ALARMS	
ALARMS-TVM	
ALCOHOLIC BEVERAGE	
ALTERED TICKET/COUNTERFEIT	
ARSON	
ASSAULT AGGRAVATED TRANSIT AGENT / CPO	
ASSAULT-AGGRAVATED	
ASSAULT TRANSIT AGENT / CPO	1
ASSAULT	
ASSIST PASSENGER	3
ASSIST OTHER AGENCY	1
ATTEMPTED SUICIDE	
AUTO THEFT	1
AUTO THEFT - ATTEMPT	1
AUTO THEFT - RECOVERY	
BATTERY - AGGRAVATED TRANSIT AGENT / CPO	
BATTERY - AGGRAVATED	
BATTERY TRANSIT AGENT / CPO	1
BATTERY	
BIKE LOCKER/OTHER	3
BICYCLE VIOLATIONS	
BIOLOGICAL RELEASE	
BOMBING	
BOMB THREAT	1
BRUSH FIRE	
BURGLARY-ATTEMPT	
BURGLARY	
BURGLARY-AUTO	1
BURGLARY-ATTEMPT AUTO	
CAMERA MONITORING CENTER	
CHEMICAL RELEASE	
CIVIL DISTURBANCE	
CREDIT CARD FRAUD	
CRIMINAL MISCHIEF	8
CROSSING W/ GATE DOWN	
CYBER INCIDENT	
DAMAGED PROPERTY	2
DEBRIS ON TRACK	2
DISORDERLY CONDUCT	4
DISTURBANCE	2
DOMESTIC VIOLENCE	
DRUG OFFENSE	
EMS BOARD MALFUNCTION	1
ELEVATOR MALFUNCTION	28
ELEVATOR PHONE MALFUNCTION	1

CLASSIFICATIONS BREAKDOWN
APRIL 2015

CLASSIFICATION	
ESCALATOR MALFUNCTION	19
FALSE IDENTIFICATION	
FARE EVASION	3048

	CITATION	WARNED	ARREST
12 TRIP NO TAP	0	59	0
ZONE OVERRIDE EASY CARD	0	0	0
INSUFFICIENT FUNDS	13	162	0
NO BUS/METRORAIL TRANSFER	6	83	0
NO PHYSICAL TICKET	89	2044	8
NO SFRTA TRANSFER TICKET	3	29	1
NO TAP EASY CARD	20	287	1
OUTDATED PAPER TICKET	3	56	0
ZONE OVERRIDE PAPER TICKET	7	177	0
TOTAL	141	2897	10

FIRE	
GRADE CROSSING PROBLEM	67
HIJACKING	
ILLNESS	13
INJURY	2
INJURY-CPO	1
INFORMATION / MISCELLANEOUS	49
INTERFERING W/ TRAIN	
INTOXICATED PERSON	
INVESTIGATION	
KIOSK PROBLEM	
LOST/FOUND PROPERTY	109
LOUD MUSIC	
LUGGAGE	
MISSING PERSON	1
MISSING PERSON-LOCATED	
MOTOR VEHICLE ACCIDENT	2
PARKING PROBLEM	29
PARKING LOT ACCIDENTS	
PARKING LOT VIOLATIONS	
PAYPHONE MALFUNCTION	
PULLED EMERGENCY STOP	1
RECOVERED STOLEN PROPERTY	
RIDING ON OUTSIDE OF TRAIN	
ROBBERY	
ROBBERY- SUDDEN SNATCHING	
ROBBERY STRONG ARMED	
SABOTAGE	
SAFETY HAZARD	31
SEXUAL BATTERY	
SEX OFFENSE (OTHER)	

CLASSIFICATIONS BREAKDOWN
APRIL 2015

CLASSIFICATION	
SIGN PROBLEM	
SLIP AND FALL	3
SMOKING ON TRAIN	
SOLICITATION	
STUDENT INCIDENT	2
BAK MIDDLE SCHOOL	
DREYFOOS HIGH SCHOOL	
G STAR	
LAKE WORTH	
ROOSEVELT MIDDLE SCHOOL	
BOYNTON BEACH	
OTHER	2
SURFBOARDS ON TRAIN	
SUSPICIOUS INCIDENT	2
SUSPICIOUS PERSON	5
SUSPICIOUS VEHICLE	2
SUICIDE / ATTEMPT	
TELEPHONIC THREAT	
THEFT	5
THEFT-ATTEMPTED	
THROWING OBJECT AT TRAIN	2
TOWED VEHICLE	4
TRAIN VS ANIMAL	
TRAIN VS BICYCLE	
TRESPASSER STRIKE	3
TRAIN VS FIXED OBJECT	
TRAIN VS VEHICLE	2
TRESPASS ARREST	1
TRESPASS	21
TVM GATE MALFUNCTION	2
TVM MALFUNCTION	78
UNAUTHORIZED ANIMAL	
SAV VALIDATOR MALFUNCTION	2
VEHICLE ON TRACK	
WEAPON-COMPLAINT	
WEAPON-CONCEALED	
SPECIAL ASSIGNMENT:	
TOTAL INCIDENTS	3569

**SIX MONTH CRIME ANALYSIS
2014**

CLASSIFICATION	NOV	DEC	JAN	FEB	MAR	APR
ABANDONED VEHICLE		1	2		1	2
ALARMS	2	1	1	1		
ALCOHOLIC BEVERAGE/TRAIN		1				
ALTERED TICKET/COUNTERFEIT						
ARSON						
ASSAULT-AGGRAVATED TRANSIT AGENT / CPO						
ASSAULT-AGGRAVATED						
ASSAULT TRANSIT AGENT / CPO						1
ASSAULT						
ASSIST PASSENGER	3	1	2		1	3
ASSIST OTHER AGENCY				1	2	1
ATTEMPTED SUICIDE						
AUTO THEFT						1
AUTO THEFT - ATTEMPT		3				1
AUTO THEFT - RECOVERY			1			
BATTERY - AGGRAVATED TRANSIT AGENT/ CPO			1			
BATTERY - AGGRAVATED				1		
BATTERY - TRANSIT AGENT / CPO		1		1	2	1
BATTERY	1		2			
BIKE LOCKER/OTHER	2	4	2	1	1	3
BICYCLE VIOLATIONS						
BOMBING						
BOMB THREAT						1
BURGLARY		1				
BURGLARY ATTEMPT						
BURGLARY-STRUCTURE						
BURGLARY-AUTO			2			1
BURGLARY-ATTEMPT AUTO						
CAMERA MONITORING CENTER						
CHEMICAL RELEASE						
CIVIL DISTURBANCE						
COUNTERFEIT/ALTERED TICKET						
CREDIT CARD FRAUD						
CRIMINAL MISCHIEF	4	14	16	8	8	8
CROSSING W/ GATE DOWN						
CYBER INCIDENT						
DAMAGED PROPERTY	5	3	2	1	1	2
DEBRIS ON TRACK	1		2		1	2
DISORDERLY CONDUCT	5	10	2	3	2	4
DISTURBANCE	8	7	2	3	3	2
DRUG OFFENSE			1	1	1	
DOMESTIC VIOLENCE						
EMS BOARD MALFUNCTION	13	2	5	2	4	1
ELEVATOR MALFUNCTION	17	27	16	20	15	28
ESCALATOR MALFUNCTION	1	1	2	3	2	19
ELEVATOR PHONE MALFUNCTION	6	5	3		2	1
FARE EVASION- CITATIONS	153	150	193	221	213	141
FARE EVASION-WARNINGS	2861	3044	3060	2976	3185	2897
FARE EVASION-ARREST	6	3	0	9	9	10
FALSE IDENTIFICATION						
FIRE				1		
GRADE CROSSING PROBLEM				1	5	67
SUB-TOTAL	3088	3279	3317	3254	3458	3197

**SIX MONTH CRIME ANALYSIS
2014**

CLASSIFICATION	NOV	DEC	JAN	FEB	MAR	APR
ILLNESS	8	6	12	3	11	13
INJURY	1					2
INJURY-CPO						1
MISCELLANEOUS/INFORMATION	24	25	16	22	36	49
INTERFERING W/ TRAIN			1			
INTOXICATED PERSON						
INVESTIGATION						
KIOSK PROBLEM						
LUGGAGE						
LOST/FOUND PROPERTY	100	122	140	118	101	109
LOUD MUSIC	1					
MISSING PERSON		2			1	1
MISSING PERSON-LOCATED						
MOTOR VEHICLE ACCIDENT		1	1	1		2
PARKING PROBLEM	23	27	16	18	26	29
PARKING LOT ACCIDENTS						
PARKING LOT VIOLATIONS						
PAYPHONE MALFUNCTION						
PULLED EMERGENCY STOP	1		1			1
RECOVERED STOLEN PROPERTY						
RIDIDNG ON OUTSIDE OF TRAIN			1			
ROBBERY	1					
ROBBERY SUDDEN SNATCHING						
ROBBERY STRONG ARMED						
SAFETY HAZARD	18	14	19	11	18	31
SEXUAL BATTERY						
SEX OFFENSE (OTHER)						
SIGN PROBLEM		1				
SLIP AND FALL	1	5	3	5	3	3
SMOKING ON TRAIN						
SOLICITATION	1	1	3	2		
STUDENT INCIDENT	4	1	3	8	1	2
SURFBOARDS ON TRAIN						
SUSPICIOUS INCIDENT	4	6	1	3	2	2
SUSPICIOUS PERSON	2	6	3	3	2	5
SUSPICIOUS VEHICLE		3	1	2	5	2
SUICIDE / ATTEMPT	1				1	
THEFT	3	8	4	3		5
THEFT-ATTEMPTED	1					
THROWING OBJECT AT TRAIN	2	2	2	2	3	2
TOWED VEHICLES	1	4	1	3	3	4
TRAIN VS ANIMAL						
TRAIN VS BICYCLE						
TRESPASSER STRIKE	1	1				3
TRAIN VS VEHICLE	1		1	1	2	2
TRAIN VS FIXED OBJECT						
TRESPASS ARREST	1					1
TRESPASS	4	11	18	10	5	21
TVM GATE MALFUNCTION	3	3	1	1	2	2
TVM MALFUNCTION	83	123	117	107	106	78
SAV VALIDATOR MALFUNCTION	1	1	2		1	2
VEHICLE ON TRACKS	1		1	2		
WEAPON CONCEALED/COMPLAINT						
TOTAL REPORTS	3380	3652	3685	3579	3787	3569

MONTHLY SUBCONTRACTOR UTILIZATION REPORT

- 1) Did any of the DBE subcontractors rent/lease equipment from the prime consultant or an affiliate company during the report period? If yes, explain the arrangement, including a description of the equipment and the cost.

_____ NO

- 2) Did any of the DBE subcontractors utilize employees or former employees of the prime consultant or an affiliate company during the reporting period?

_____ NO

- 3) Did any of the DBE subcontractors subcontract any portion of its work to a non-DEB during the report period? If yes, explain fully.

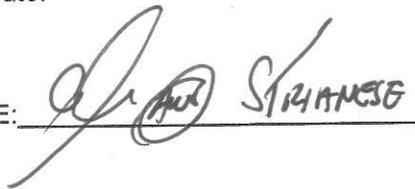
_____ NO

- 4) Has the scope of work or the subcontract amount of any of the DBE subcontractors changed since the last report? If yes, explain fully.

_____ NO

By signing this form, the person individually and on behalf of the Firm represents to the SFRTA that the information contained on both the above forms is complete truthful, and accurate.

AUTHORIZED SIGNATURE:


_____ STRANESE

TITLE: PROJECT MANAGER

DATE: May 5, 2015



**TWC/SFRTA
FEDERAL (TSA) DIRECTIVES VIOLATIONS
FOR APRIL 2015**

Date	Incident Report #	Location	TSA Directive Violation #	Remarks	CPO ID#
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NO INCIDENTS REPORTED



G4S Secure Solutions USA
6499 Powerline Road Suite 300
Fort Lauderdale FL 33309-2044
Telephone: 954.771.5005
Fax: 954.771.5408
www.g4s.com/us



MEMORANDUM

To: Mr. Anthony Strianese, Project Manager, G4S/SFRTA
From: Richard D. Cannon, Jr. Investigator, ID #276 *RD*
SUBJECT: MONTHLY ACTIVITY REPORT – APRIL 2015
Date: Tuesday, May 5th 2015

I was assigned the following tasks for the month of: **APRIL 2015**

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 G4S/SFRTA Project. I attended all court hearings involving G4S / SFRTA / Fare Evasion matters and tracked criminal cases.

As the Citation Coordinator: I managed the review, sorting and filing of Citations. I filed **141** 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 G4S/SFRTA Project, as well as entry-level training to newly assigned Transit Agents.

As the Investigator: I investigated or conducted inquiries into **(8)** Incidents:

- SFRTA IR #: 08-14-199 – Train vs. Pedestrian – (Pending P.D. /M.E. Reports)
- SFRTA IR #: 10-14-2493 – Train vs. Bicycle – (Fatality) – (Pending P.D. Report)
- SFRTA IR #: 12-14-2631 – Train vs. Pedestrian – (Fatality) (Pending P.D. M.E. Reports)

- **SFRTA IR #: 04-15-076 – Unauthorized Enforcement Action – (Sustained)**
- **SFRTA IR #: 04-15-504 – Bomb Threat – Referred to BSO**
- **SFRTA IR #: 04-15-672 – Fare Evasion – (Sustained) – Battery –(Unfounded)**
- **SFRTA IR #: 04-15-685 – Battery on Transit Agent – (Pending)**
- **SFRTA IR #: 04-15-1280 – Train vs. Vehicle – Pending P.D. Report**
- **SFRTA IR #: 04-15-2208 – Train vs. Pedestrian – Pending M.E. / P.D. Report**
- **SFRTA IR #: 04-15-2369 – Train vs. Pedestrian – Pending M.E. /P.D. Report**
- **UNNUMBERED – Hialeah Market – Discourtesy – Unfounded**

In addition, I obtained various police reports pertaining to incidents involving the SFRTA. Lastly, I continued to provide support, logistical and troubleshooting services to the Director of Safety & Security, SFRTA, as well as the Project Manager.

rdc/

cc: Mr. Allen R. Yoder
Director, Safety & Security, SFRTA

NTD INTERNET REPORTING

NON MAJOR SECURITY

Part I

Apr-15

INCIDENTS ONLY

		Transit Passengers	Transit Facility Occupants	Transit Employees	Other Workers	Trespasser	Other	Total Incidents
Forcible Rape	In Vehicle	0						0
	In Revenue Facility	0						0
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
Robbery	In Vehicle	0						0
	In Revenue Facility	0						0
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
Aggravated Assaults	In Vehicle	0						0
	In Revenue Facility	0						0
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
Burglary	In Vehicle	0						0
	In Revenue Facility	0						0
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
Larceny/Theft Offenses	In Vehicle	0						0
	In Revenue Facility	5						5
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
Motor Vehicle Theft	In Vehicle	1						1
	In Revenue Facility	0						0
	Non Revenue Facility	0						0
	Right Of Way/Roadway	0						0
Arson	In Vehicle	0						0

Structure

Includes
Burglary
Vehicle

Includes
Attempts

NTD INTERNET REPORTING

NON MAJOR SECURITY

In Revenue Facility	0						0
Non Revenue Facility	0						0
Right Of Way/Roadway	0						0

Part II

	In Vehicle	In Revenue	In Non Revenue Facility	On Right of Way	Total Incidents
Fare Evasion (citations)	141				141
Other Assaults (arrests)	0				0
Trespassing (arrests)	0				0
Vandalism (arrests)	0				0

Other Security Issues

	In Vehicle	In Revenue	In Non Revenue Facility	On Right of Way	Total Incidents
Bomb Threats	0				0
Bombing	0				0
Chemical / Biological / Nuclear Release	0				0
Cyber Incident	0				0
Hijacking	0				0
Non Violent Civil Disturbance	0				0
Sabotage	0				0

- (11) Total Arrests (10 FE)
- (1) Battery CPO
- (2) Train vs. trespasser (1) fatal
- (2) Train vs. Vehicle-non fatal
- (1) Trespass Arrest

Total Property Damage (\$) 0

**Expiring Contract Report
S FL Regional Transportation Authority**

Expiring Date (4/1/2015) thru (4/1/2016)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u> Renee Matthew 02-711 BOBBY BECKER	INTEGRATED FINANCIAL MGT SYSTEM SOFTWARE 010137 TYLER WORKS/EDEN DIVISION	12/31/2008 12/31/2015	7 Year Term
Brad Barkman 06-101 BOBBY BECKER	TRANSITION DISP TRAIN CTRL AND YARD SERV 010512 NATIONAL RAILROAD PASSENGER	02/01/2007 03/31/2016	9 Year Term 5 year base term. 5 - 1 year renewal options. 4 options exercised, 1 option remaining.
Renee Matthew 09-015 BOBBY BECKER	TECHNICAL SERVICES & PROC. SUPPORT AFCS 012040 CH2M HILL, INC.	11/09/2011 03/31/2016	5 Year Term Engineering Services Through Delivery And Acceptance Of Fare Collection System.

**Expiring Contract Report
S FL Regional Transportation Authority**

Expiring Date (4/1/2015) thru (4/1/2016)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u> Lauran Mehalik 10-001 BOBBY BECKER	STATION MAINTENTANCE SERVICES 010697 MERIDIAN MANAGEMENT CORPORATIO	08/01/2010 07/31/2015	5 Year Term No renewal options.
Vicki Wooldridge 10-010 BOBBY BECKER	STATE LEGISLATIVE CONSULTANT SERVICES 010142 ERICKS CONSULTANTS	07/01/2010 09/30/2015	5 Year Term 2 - 1 year renewal options. Both options exercised, no renewal options remain.
James DeVaughn 10-014 BOBBY BECKER	SFEC TMA BUS SERVICE 010338 SFEC TMA	07/01/2010 06/30/2015	5 Year Term 4 1-year renewal options. All options have been exercised.
Suzie Papillon 10-017 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010288 PARSONS BRINCKERHOFF, INC.	10/18/2010 10/17/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 10-021 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010549 GANNETT FLEMING INC	10/18/2010 10/17/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.

**Expiring Contract Report
S FL Regional Transportation Authority**

Expiring Date (4/1/2015) thru (4/1/2016)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u> Suzie Papillon 10-022 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 011776 T.Y. LIN INTERNATIONAL	10/18/2010 10/17/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 10-023 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010289 PARSONS TRANSPORTATION GROUP	10/18/2010 10/17/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 10-024 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 011777 EAC CONSULTING	10/18/2010 10/17/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 10-025 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 011207 JACOBS ENGINEERING GROUP INC.	10/18/2010 10/17/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 10-026 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010195 HDR ENGINEERING INC	10/18/2010 10/17/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.

Expiring Contract Report S FL Regional Transportation Authority

Expiring Date (4/1/2015) thru (4/1/2016)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u> Suzie Papillon 10-027 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010547 KIMLEY HORN AND ASSOCIATES	10/18/2010 10/17/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 10-028 BOBBY BECKER	GENERAL ENGINEERING CONSULTING SERVICES 010695 BERGMANN ASSOCIATES INC	10/18/2010 10/17/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 10-029 BOBBY BECKER	GENERAL SYSTEMS ENGINEERING SERVICES 010288 PARSONS BRINCKERHOFF, INC.	11/04/2010 11/03/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 10-030 BOBBY BECKER	GENERAL SYSTEMS ENGINEERING SERVICES 010289 PARSONS TRANSPORTATION GROUP	11/04/2010 11/03/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.
Suzie Papillon 10-031 BOBBY BECKER	GENERAL SYSTEMS ENGINEERING SERVICES 012040 CH2M HILL, INC.	11/04/2010 11/03/2015	5 Year Term 2 - 1 year renewal options. Both options exercised - no options remain.

**Expiring Contract Report
S FL Regional Transportation Authority**

Expiring Date (4/1/2015) thru (4/1/2016)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u>			
	SHUTTLE BUS FUNDING AGREEMENT	10/01/2013	2 Year Term
14-007	010134 DOWNTOWN FT LAUDERDALE TMA	09/30/2015	No renewal options
BOBBY BECKER			
	SHUTTLE BUS SERVICES	01/01/2009	6 Year Term
14-009	012623 KEOLIS TRANSIT SERVICES, LLC	12/31/2015	No renewal options
BOBBY BECKER			
<u>projectmgr</u>			
Eddie Woods	BROKERAGE SERVICES	10/01/2010	5 Year Term
11-001	010029 AON RISK SERVICES INC	09/30/2015	
BOBBY BECKER			
Allen Yoder	ARMED SECURITY SERVICES	11/01/2010	5 Year Term
11-003	011745 G4S SECURE SOLUTIONS USA	10/31/2015	No renewal options
BOBBY BECKER			



**Contract Actions Executed
Under The General Counsel's Authority
For April 2015**

AGENDA ITEM NO: N

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
4/16/2015	Kaplan Kirsch Rockwell LLP Legal Services - Labor and 13 (C) Issues Contract # 11-015	Purchase Order 15-000362	1,500.00	N/A