

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY
GOVERNING BOARD

REGULAR MEETING AGENDA
May 27, 2016
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
Frank Frione
F. Martin Perry
Beth Talabisco

Commissioner Bruno Barreiro, Chair
Nick Inamdar
Commissioner Tim Ryan

Andrew Frey
Gerry O'Reilly
James A. Scott

Executive Director

Jack Stephens

GOVERNING BOARD REGULAR MEETING
OF MAY 27, 2016

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 \$ 34,024,796

NOTICE IS HEREBY GIVEN THAT at the Governing Board Meeting of May 27, 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 \$34,024,796. 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. 16-01, permitting the South Florida Regional Transportation Authority (SFRTA) staff to submit Fiscal Year 2016 grant applications to the Federal Transit Administration (FTA) in the amount of \$34,024,796 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: N/A

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 22, 2016.

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 No.16-003, between the South Florida Regional Transportation Authority and the School Board of Palm Beach County, for Student Transportation to Magnet Schools.

Department: Safety & Security
Project Manager: Allen Yoder

Department Director: Allen Yoder
Procurement Director: Christopher Bross

- R2. MOTION TO APPROVE:** Joint Participation Agreement FM #439231-1-57-01 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Transportation (FDOT), in the amount of \$50,843.86 for SFRTA to complete the replacement of doors in Hialeah Yard.

Department: Engineering and Construction
Project Manager: Nikeisha Thomas, E.I.

Department Director: Daniel R. Mazza, P.E.
Procurement Director: N/A

R3. MOTION TO APPROVE:

(A) Amendment No. 7 to Agreement No. 12-008 between the South Florida Regional Transportation Authority (SFRTA) and HDR Engineering, Inc., the Project Management Consultant (PMC), to provide continuing design and project management services, in the maximum not-to-exceed amount of \$3,999,218.82; AND

(B) Terminate Contract 14-006 with Parsons Transportation Group (PTG) effective June 30, 2016, and add PTG and all of its sub-consultants (except HNTB) to the Agreement No. 12-008 between SFRTA and HDR Engineering, Inc.

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

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

- R4. MOTION TO APPROVE:** the Agreement among Broward County, Miami-Dade County, Palm Beach County and South Florida Regional Transportation Authority for Transit Fare Interoperability.

Department: Information Technology
Project Manager: Renee Matthews

Department Director: Renee Matthews
Procurement Director: N/A

R5. MOTION TO APPROVE: Change Order No. 7 to Agreement No. 10-005 between South Florida Regional Transportation Authority (SFRTA) and Brookville Equipment Corporation (BEC) for additional spare parts not to exceed \$2,402,696 and for a credit for the liquidated damages of \$698,200, subject to FTA concurrence, for a total of \$1,704,496.

Department: Operations
Project Manager: Bradley Barkman

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

R6. MOTION TO APPROVE: Change Order for the Tri-Rail Platform Buildout at the MiamiCentral Station (as described herein), in an amount not to exceed \$____TBD____ (the “Change Order”).

Department: Executive
Project Manager: Dan Mazza

Department Director: Dan Mazza
Procurement Director: Christopher Bross

R7. MOTION TO APPROVE: Resolution No. 16-02 Approving the Interlocal Agency Agreement between Southeast Overtown/Park West Community Redevelopment Agency, City Of Miami And SFRTA For Design And Construction Of The Tri-Rail Downtown Miami Link Station Improvements in the not-to-exceed amount of \$17,528,059

Department: Legal/Executive
Project Manager: T. Moore/J. Stephens

Department Director: T. Moore/J. Stephens
Procurement Director: N/A

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 - Tri-Rail Coastal Link on the FEC Corridor

I-2. INFORMATION - Letter of Support For The Florida Department Of Transportation (FDOT) 2016 Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grant Application

I-3. PRESENTATION – Sheridan Street Transit Oriented Development (TOD) Lot Procurement

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 27, 2016

AGENDA ITEM REPORT

Public Hearing

AUTHORIZING RESOLUTION NO. 16-01
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2016 PROGRAM OF PROJECTS

REQUESTED ACTION:

MOTION TO APPROVE: Resolution No. 16-01, permitting the South Florida Regional Transportation Authority (SFRTA) staff to submit Fiscal Year 2016 grant applications to the Federal Transit Administration (FTA) in the amount of \$34,024,796 in Capital and Planning funds to support the SFRTA Program of Projects.

SUMMARY EXPLANATION AND BACKGROUND:

On Tuesday, February 16, 2016 the FTA published in the Federal Register the Fiscal Year (FY) 2016 Apportionment. The notice apportions and provides information on the FY 2016 funding currently available to the Miami Urbanized Area (UZA).

SFRTA staff is requesting authorization to submit to the FTA SFRTA's Section 5307 Formula/Flexible Capital/Planning Grant application in the amount of \$17,448,155, and Section 5337 State of Good Repair Grant application in the amount of \$16,576,641.

The Sections 5307 and 5337 funds will be utilized to financially support the SFRTA Program of Projects, which includes the following: Computer/Office Equipment; Environmental Mitigation; Furniture Replacement; General Engineering Consultants; Heavy Station Maintenance; New Boardroom Equipment; Non Revenue Fleet Vehicles; Planning and Capital Development; Positive Train Control; Preventative Maintenance; Rail Yard Improvement; Repayment of State Infrastructure Business Loan; Transit Oriented Development and Ticket Vending Machines.

A Public Hearing for the SFRTA FY 2016 Program of Projects will be held at the May 27, 2016, SFRTA Governing Board meeting. A Notice of Public Hearing for the SFRTA FY 2016 Program of Projects and intent to file the Grant Applications with the FTA was advertised in the local newspapers in each county in May 2016.

Department: Finance

Department Director: Richard D. Chess

Project Manager: Carla D. McKeever

Procurement Director: N/A

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

EXHIBITS ATTACHED: Exhibit 1: Authorizing Resolution No. 16-01
Exhibit 2: Public Hearing Notice

AUTHORIZING RESOLUTION NO. 16-01
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2016 PROGRAM OF PROJECTS

Recommended by: *W. [Signature]* for RDC Hess 5/20/16 Approved by: *[Signature]*
Department Director Date Procurement Director Date

Authorized by: *C.M. [Signature]* 5/20/16 Approved as to Form by: *[Signature]*
FOR Executive Director Date General Counsel Date *5/20/16*

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams	<input type="checkbox"/> Yes <input type="checkbox"/> No	Gerry O'Reilly	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Bruno Barreiro	<input type="checkbox"/> Yes <input type="checkbox"/> No	F. Martin Perry	<input type="checkbox"/> Yes <input type="checkbox"/> No
Andrew Frey	<input type="checkbox"/> Yes <input type="checkbox"/> No	Commissioner 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
Nick A. Inamdar	<input type="checkbox"/> Yes <input type="checkbox"/> No	Beth Talabisco	<input type="checkbox"/> Yes <input type="checkbox"/> No

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

RESOLUTION NO. 16-01

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: Computer/Office Equipment; Environmental Mitigation; Furniture Replacement; General Engineering Consultants; Heavy Station Maintenance; New Boardroom Equipment; Non Revenue Fleet Vehicles; Planning and Capital Development; Positive Train Control; Preventative Maintenance; Rail Yard Improvement; Repayment of State Infrastructure Business Loan; Transit Oriented Development and Ticket Vending Machines.

Section 4. SFRTA’s Program of Projects is estimated to cost \$34,024,796 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 27, 2016.

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- Andrew Frey - _____
- Member – Frank Frione - _____
- Member – Nick Inamdar - _____
- Member – Gerry O’Reilly - _____
- Member- F. Martin Perry- _____
- Member – Commissioner Tim Ryan - _____
- Member – James A. Scott - _____
- Member- Beth Talabisco- _____
- 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: _____
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 \$34,024,796**

NOTICE IS HEREBY GIVEN THAT at the Governing Board Meeting of May 27, 2016 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 \$34,024,796. 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 2016:

Urbanized Area:	Miami, Florida
Federal Transit Administration Apportionment:	\$34,024,796
Total Funds Available:	\$34,024,796
Designated Recipient:	South Florida Regional Transportation Authority

PROGRAM OF PROJECTS

Computer/Office Equipment	\$	500,000
Environmental Mitigation		500,000
Furniture Replacement		402,352
General Engineering Consultants		1,250,000
Heavy Station Maintenance		200,000
New Boardroom Equipment		25,444
Non Revenue Fleet Vehicles		100,000
Planning & Capital Development		1,000,000
Positive Train Control		4,000,000
Preventive Maintenance		22,300,000
Rail Yard Improvement		100,000
Repayment of SIB Loan		3,216,667
Transit Oriented Development		225,000
TVM		205,333
	\$	<u>34,024,796</u>

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 2016.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD REGULAR MEETING
OF APRIL 22, 2016

The regular meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, April 22, 2016 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33rd Street, Pompano Beach, Florida 33064.

BOARD MEMBERS PRESENT:

Steven L. Abrams, Palm Beach County Commissioner
 Bruno Barreiro, Chair, Miami-Dade County Commissioner
 Andrew Frey, Miami-Dade County Governor's Appointee
 Frank Frione, Palm Beach County Governor's Appointee
 Nick A. Inamdar, Miami-Dade County Citizen Representative
 Gerry O'Reilly, Florida Department of Transportation, District IV
 F. Martin Perry, Palm Beach County Citizen Representative
 Tim Ryan, Vice Chair, Broward County Commissioner
 James A. Scott, Broward County Governor's Appointee
 Beth Talabisco, Broward County Citizen Representative

BOARD MEMBERS ABSENT:

ALSO PRESENT:

Jack L. Stephens, Executive Director, SFRTA
 C. Mikel Oglesby, Deputy Executive Director, SFRTA
 Bonnie Arnold, Public Information Officer, SFRTA
 Chris Bross, Director of Procurement, SFRTA
 Bradley Barkman, Director of Operations, SFRTA
 Richard Chess, Director of Finance, SFRTA
 William Cross, Director of Planning & Capital Development, SFRTA
 Diane Hernandez Del Calvo, Director of Administration/ EEO Officer, SFRTA
 Mary Jane Lear, Director of Human Resources
 Rene Matthews, Comptroller/Director of Information Technology, SFRTA
 Daniel Mazza, P.E., Director of Engineering & Construction, SFRTA
 Teresa Moore, General Counsel, SFRTA
 Jeffrey Olson, Deputy General Counsel, SFRTA
 Flavia Silva, Legal Administrative Coordinator, SFRTA
 Allen Yoder, Director of Safety and Security, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 9:30 a.m.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

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

Mr. Stephens reported the following additions to the Agenda.

ADDITIONS:

R5. MOTION TO APPROVE: SFRTA letter of support for the FDOT 2016 TIGER discretionary grant application for the South Florida Rail Corridor (SFRC) Rail Crossing Safety Program.

R6. MOTION TO APPROVE: (1) Conceptual Approval of the new SFRTA Proposal for the Tri-Rail Downtown Miami Link Service (the "Proposal"); and (2) Delegation to Commissioner Steven Abrams, in conjunction with the Executive Director and General Counsel, to conduct negotiations with All Aboard Florida and Florida East Coast Railway in accordance with the Proposal.

Mr. Stephens stated that these items were forwarded to your offices on Monday, April 18th. He continued to note the following additions.

I-3. Contracting Commuter Rail Services, Exhibit 2 "Memorandum to Jack Stephens" was sent to your offices on Wednesday, April 20th and

Exhibit 1. Procurement Support for Tri-Rail Operating Contracts to the above Information Item (I-3) was sent to your offices on Thursday, April 21st.

Mr. Stephens added that a new presentation has been added to this Information Item (I-3) Procurement Process for Operating Contracts. (Exhibit 3)

Mr. Stephens requested to reorganize the Agenda to consider Agenda Item R6 first and announced that on the dais is a Motion of Support from Commissioner Bovo regarding Agenda Item R6. Conceptual Approval of the new SFRTA Proposal for the Tri-Rail Downtown Miami Link Service.

Board Member Marty Perry moved for approval of the Agenda as amended. The motion was seconded by Board Member Andrew Frey.

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

Agenda Item R6 being heard out of order.

R6. MOTION TO APPROVE: (1) Conceptual Approval of the new SFRTA Proposal for the Tri-Rail Downtown Miami Link Service (the "Proposal"); and (2) Delegation to Commissioner Steven Abrams, in conjunction with the Executive Director and General Counsel, to conduct negotiations with All Aboard Florida and Florida East Coast Railway in accordance with the Proposal.

The Chair called upon Mayor Carlos Gimenez of Miami-Dade County to address the Board.

Mayor Gimenez stated that he was in favor of the above motion in that it was vital to the future of transit in the region. He noted that from his downtown office there is no convenient way to access Tri-Rail. Approval of the motion will allow the project to move forward with construction of the AAF station in downtown Miami. This will be a “Grand Central Station” where everything will connect with all different modes of transportation: Metro-Rail, Metro-Mover, future Bay-Link and future transit projects. He reported that the Miami-Dade MPO approved six different corridor projects and that this project will enable a unified voice for mass-transit and solutions in the county. He added that transportation is the number one issue in Miami-Dade County and requested a favorable vote on the project.

The Chair called upon Commissioner Esteban Bovo of District 13, Miami-Dade County to address the Board.

Mr. Stephens read into the record Commissioner Bovo’s written statement of support.

“I would like to move to support the Mayor’s efforts to coordinate with Florida East Coast Industries and the South Florida Regional Transportation Authority to develop a long term solution for the activation of the Tri-Rail Coastal Link while retaining the proposed downtown rail platform. This project would expand Tri-Rail service onto the Florida East Coast Railway corridor, greatly improving mobility and creating significant new economic development opportunities throughout the region. SFRTA is scheduled to discuss the Tri-Rail Coastal Link at its April 22, 2016 regular meeting as agenda item R6.”

Commissioner Bovo addressed the Board. He stated that he had requested support months ago and the plan has not changed since then. He noted that this project opens up the downtown area to segments of the population that needs to get down south. The commissions are charged with delivering efficient transportation and alternatives and that this project will provide options and opportunities that perhaps will allow drivers to leave their cars at home one or two days a week for a positive impact on the traffic. He stated that the Mayor has spoken for the County and we are here for the City. All communities are on board with this project to move forward and this is an opportunity for Tri-Rail to access the heart of downtown, This will open up great possibilities for the riders. We are here today to ask for the support of the SFRTA Board.

Commissioner Abrams requested an outline on the plan of action.

Mr. Stephens responded that the legislature did not pass the indemnification requirement for this project to move forward and/or the State to participate in this project. This project is critical to the region to be successful. Staff had identified over \$50 million in local support and commitment from several different groups. It is required that the State step up and approve \$20.3 million for infrastructure, Positive Train Control (PTC) and easement access agreements. Failure of the indemnification language resulted in the FDOT Secretary determining that he could not support the project at this time without this being addressed in the legislature. The results/solutions are a determination that the SFRTA is to provide \$20.3 million as a commercial loan and pay for it out of future revenues (local). It has also been determined that maintenance costs are at \$2.1 to \$2.3 million and that this will be accounted for in future budgets. The entire program indemnification issue is still

in need of resolution. In working with the legal team, it is believed there are three options. First is to return to the legislature over the next two years to get it done as originally crafted. Mr. Stephens referred to General Counsel to advise the other two options.

Ms. Teresa Moore, General Counsel, SFRTA addressed the additional options. Ms. Moore stated that the SFRTA is to establish its own insurance program and providing separate indemnifications to AAF and FECR. She stated that this can be accomplished in two different ways. One is through a statutory amendment to address the ability of SFRTA to do that. She noted that in a recent Supreme Court (SC) case, agencies such as the SFRTA have the ability to indemnify private parties without specific legislative authority. It is believed that SFRTA has this right, failing the ability to get a statutory amendment, the SC has granted SFRTA permission to do that. Based on those theories, staff has advanced options A&B, which does not require any inclusion of FDOT insurance program and any indemnification from FDOT.

Mr. Stephens continued that revenue agreements will need to be changed slightly and this should not be a problem as all parties want to bring this to a successful conclusion. He added that the main agreement with SFRTA, FECR and AAF is close to completion. All parties are committed to this.

Commissioner Abrams thanked staff for coming up with the plans/solutions beyond the legislature and that this is vital that the three counties work together. There are significant mutual benefits for the counties.

Commissioner Ryan stated that the fiscal impact is estimated at \$5 million to establish the self-insurance fund and \$1 million are recurring. In the event SFRTA is successful in legislature and also having the sovereign immunity applied to this operation, he inquired as to what would be the change in the fiscal impact in regards to the cost for insurance.

Mr. Stephens responded that that would go away and we would no longer have requirements of the \$5 million self-insurance fund and the \$1 million annual costs for the required \$295 million insurance tower would also be eliminated.

Ms. Moore clarified it would require approval of FDOT to apply their insurance program to this corridor.

Board Member Frey expressed his support for the program. He stated it is confusing that the State is not involved in funding the downtown platform. This is an important mobility issue. Assuming this project moves forward, let us get the documents signed and done.

Board Member Inamdar thanked Mayor Gimenez and Commissioner Bovo for being here in support of the project.

Board Member Nick Inamdar moved for approval. The motion was seconded by Board Member Beth Talabisco.

Board Member Scott abstained from voting on the matter as his law firm is handling a local permitting matter with AAF.

Board Member Frione recused himself from voting as his company GFA, International has a contractual matter with AAF.

FORM 8B has been submitted and filed with the office for both Board Members Scott and Frione.

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

MATTERS BY THE PUBLIC – 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.

The Chair called for public comments and there were none.

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any 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 25, 2016.

Board Member Marty Perry moved for approval of the Minutes. The motion was seconded by Board Member Frank Frione.

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

REGULAR AGENDA

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

R1. MOTION TO APPROVE: The South Florida Regional Transportation Authority (SFRTA) Commuter Bus Service and Financial Plan for fiscal year (FY) 2017-2021.

Board Member Marty Perry moved for approval. The motion was seconded by Board Member Frank Frione.

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

R2. MOTION TO APPROVE: 7th Amendment to Amended and Restated Declaration of Covenants, Restrictions and Easements for Center Port Business Park.

Board Member Marty Perry moved for approval. The motion was seconded by Board Member Andrew Frey.

The 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: The South Florida Regional Transportation Authority (SFRTA) FY 2016-2017 Operating Budget for \$105,967,858.

Board Member Scott requested an overview of the Operating Budget.

Commissioner Ryan commented that the Operating Budget appears to be flat compared to last year and requested details on the aspects that have increased.

Mr. Mikel Oglesby, Deputy Executive Director, SFRTA addressed the Board. He commented that the goal was to level fund the budget. There were some increases which include contracts that were absorbed by reductions in certain line items. The train operations contract increased 3.8% (\$466,762). There is an increase in train maintenance of (\$2.3 million) due to additional (5 to 12) locomotives added to the fleet. The fuel contract estimate was high in the previous year's budget. Actuals considered we anticipate a savings in the fuel line item of \$3,090,500. The increase in feeder bus service of \$226,996 is primarily due to an increase in the base contract of \$921,412; offset by the elimination of the following bus routes City of Boca - \$140,000, Delray Beach CRA - \$75,000, JARC Routes - \$375,891 and Downtown TMA- \$161,509 for a total of \$752,400. An additional decrease in funding will be in the maintenance of the corridor by \$1,067,827. Overall the operating budget increased \$278,328.

Board Member O'Reilly commented on the revenue sources and that a majority of them are fixed numbers, while expenses are raised over time. In the long term, a plan will require a strategic type of thinking. He added that the Board needs to focus on getting more revenue in or saving more so that in five years the budget is balanced.

Mr. Stephens commented that the statute requires SFRTA to work with FDOT to identify a dedicated funding source to replace statutory monies. Staff has begun the foundation for options to provide revenue in the future. SFRTA is looking to find a source of revenue that will grow over time and support the level of funding necessary to provide the service in this region. SFRTA had done well in the years that the budget was frozen. Staff positions were frozen. Travel, dues, and business expenses were cut. Those funds were used to keep the trains running. Staff looks to the partners and federal grant funds for assistance. The long term does require a business plan.

Commissioner Ryan inquired about the cost savings in lower fuel charges and if it allowed a reserve and what is the status of the current reserve.

Mr. Stephens responded that within the economic environment, staff has been directed to identify 6 months of reserve operating funding. This allows 6 months of contract payment obligations and is a good business practice.

Mr. Richard Chess, Director of Finance, SFRTA addressed the Board. Mr. Chess stated that currently there is \$18.2 million in unrestricted funds in the balance. The current budget is at \$2.5 million in reserves. A replenishment of funds for anything not used and likewise last year we had \$2.1 million in reserves and those funds were put back into the budget. Fuel was over budgeted at \$2 million last year and we had savings. This year's trend is at \$1.96 per gallon. Those savings go back into the budget. This year budget is based on replenishing the budget.

The Chair clarified that the 6 months reserves is approximately \$52 million.

Board Member O'Reilly noted that the operating budget allows for a salary increase. He added that salary increases should be performance based and tied to goals and targets.

Mr. Stephens responded that Secretary O'Reilly addressed this last year and staff is moving in that direction. This year the SFRTA will be losing the Human Resources Director to retirement and the hiring process is on. The HR Director manages the performance program. The ideal situation is to have a Board workshop to set the vision of the SFRTA and strategies for the organizations goals and priorities. Once this happens, staff can build a merit program developed on those goals.

The Chair inquired about partnering in fuel purchases to get a better price.

Mr. Brad Barkman, Director of Operations, SFRTA addressed the Board. He stated that SFRTA has a stand-alone contract with the vendor to deliver the fuel and purchase it on our behalf. It is structured in the way that we pay the low OPUS rate in the contract when the fuel is delivered. The bills are reviewed to make certain. It does appear that the price of fuel will not climb.

Board Member Scott stated that it is important to go with performance based budgeting.

Board Member Frione noted that Secretary O'Reilly mentioned this last year and yet another year has gone by. This performance based budgeting needs to be looked into.

Board Member Marty Perry moved for approval. The motion was seconded by Board Member Andrew Frey.

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

R4. MOTION TO APPROVE: The South Florida Regional Transportation Authority (SFRTA) FY 2016-2017 Capital Budget for \$92,561,822.

Mr. Oglesby reported on a few of the capital highlights. Noteworthy projects are the Administrative Operations Center, the debt service repayment of the SIB loan for the construction of that operations center, the Northern Layover Facility in North Palm Beach County, the Miami River Intermodal Center Capacity Improvement Study (MR-MICCI), Positive Train Control, a new Boca station and service on the FEC – Tri-Rail Coastal Link.

Mr. Stephens stated that the challenge placed on staff is to complete correctly as many projects within the capital budget.

Mr. Oglesby continued with new recommended projects. The Tri-Rail Station at Palm Beach International Airport Study, the SFRC Capacity Improvements in Boca, the SFRTA Transit Oriented Development (TOD) Planning Project, West Palm Beach TOD and the Waste Water Treatment Plant at the Hialeah Yard. These are the additional projects.

Mr. Stephens noted that the WAVE funds are being held in house at the direction of the Board, but they are not reflected in this budget. Secretary O'Reilly has taken direction in putting the agreements together. The last estimate for the transfer is the end of May.

Secretary O'Reilly confirmed that the agreements are close to completion. The coming weeks are at staff level discussion. This may come back to the Board next month or by June. The project is moving along.

Mr. Chess recognized Ms. Elizabeth Walter, Budget Manager, SFRTA for her participation in completing and compiling the budgets.

Commissioner Steven Abrams moved for approval. The motion was seconded by Board Member Marty Perry.

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

The Chair inquired as to the technology input in the board room audio/visual equipment. He requested an update on this item and offered his experience.

Mr. Oglesby responded that funds are budgeted for the board room. An evaluation of needs is necessary. Staff has toured other facilities and there is some interesting technology available.

R5. MOTION TO APPROVE: SFRTA letter of support for the FDOT 2016 TIGER discretionary grant application for the South Florida Rail Corridor (SFRC) Rail Crossing Safety Program.

Commissioner Steven Abrams moved for approval. The motion was seconded by Board Member Marty Perry.

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

Agenda Item R6 was heard out of order.

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 - Tri-Rail Coastal Link on the FEC Corridor

I-2. INFORMATION – Florida Department of Transportation Florida Transportation Plan Vision And Policy Elements

Mr. Bill Cross, Director of Planning and Capital Development, SFRTA gave a brief update on the project.

I-3. PRESENTATION - Contracting Commuter Rail Services

Mr. Stephens noted that at the last meeting, the Board heard a presentation from Ms. Linda Cheerington of the Transportation Research Board (TRB) on a study to bundle or unbundle operating contracts in the commuter rail industry. That study will not be completed in time, thus staff has requested support from Parsons Brinkerhoff.

Mr. Eric Lieberman, Consultant with Parsons Brinkerhoff, introduced Mr. Charles Vandenberg to give the presentation.

Mr. Vandenberg gave a detailed PowerPoint Presentation on the comparative evaluation of bundling or unbundling services for train operations, maintenance of equipment, dispatching and station maintenance.

There was Board discussion.

Ms. Moore gave a detailed PowerPoint Presentation on the SFRTA procurement process, the development of solicitation documents and evaluation and selection committee. Ms. Moore added that the SFRTA is on a tight time schedule in order to mobilize the new service provider in time for the current contract expiration.

There was Board discussion.

There was Board consensus to bundle the contracts.

Commissioner Ryan exited the meeting at 11:00 a.m.

Board Member Inamdar exited the meeting at 11:05 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

EXECUTIVE DIRECTOR REPORTS/COMMENTS

Mr. Stephens called upon Mr. Oglesby to report on the Real-Time Tri-Rail Tracker.

Mr. Oglesby announced that the Real-Time Tri-Rail Tracker is operational as of today. The tracking has been in place for a while and was tested out before the launch. It is tracking each train and a passenger can zoom in on the train and get the details of the track, time, location and estimated time of arrival. This is a great public service and will provide passengers and customer service the same information. On the dais you will find information on how to access Tri-Rail Tracker.

Mr. Stephens announced that the SFRTA/Tri-Rail Ride and Play will be on April 23rd. He announced Sun Fest on April 27-May 1st. And the Senior Idol, May 22nd, and called upon Diane Hernandez Del Calvo, Director of Administration, SFRTA to give details on the events.

Ms. Del Calvo reported that SFRTA will be hosting the Third Annual Tri-Rail Ride and Play Day. Passengers can enjoy discounts and special offers by showing their Tri-Rail ticket or Easy Card at partner locations and enjoy many events, meet characters and win prizes. She continued that Sun Fest is the following weekend, April 27 – May 1st. Tri-Rail has partnered with Sun Fest to provide extra train late service. The Downtown West Palm Beach Trolley will provide service from the station to the waterfront. Ms. Del Calvo announced that the former “Senior Idol” show is now called “Senior Stars” and will be held on Sunday, May 22nd at the Parker Playhouse in Ft. Lauderdale. The winner will be awarded a \$500 Grand Prize.

Mr. Stephens reported that the MR-MICCI Public Hearing will be May 24th at 6:00 pm, information on the dais.

Mr. Stephens announced that at the Boards request, a special closed door meeting regarding safety & security is scheduled for May 27, 2016.

CHAIR COMMENTS

BOARD MEMBER COMMENTS

Board Member Frione reported on a friend who rode Tri-Rail down to Miami and he was impressed. He did note that luggage storage on the cars will need to be addressed.

Mr. Brad Barkman, Director of Operations, SFRTA responded. He displayed photos of the Bombardier cab car, showing the luggage racks and addressed the trailer cars individual racks. He showed photos of the Rotem cars and noted that six rows of seats were removed to add the luggage racks. There are 14 Rotem cars that will be fitted with single racks.

Board Member Frione noted that last year's fare box show a shortage of approximately \$300,000. In reviewing the budget executive summary it shows approximately 4000 warning given to fare evaders and only 5% get citations. The warnings can run about \$100,000 per year.

Mr. Stephens responded that the process is, first offense is a warning, the second offense is a ticket and this forces the offender to appear before a judge and pay a fine. SFRTA does insist that the G4S balance out enforcement with customer service for safety and security purposes.

The Chair inquired as to the federal reporting of passengers.

Mr. Stephens responded that the conductor uses a counter.

Commissioner Abrams commented that he looks forward to the day that tickets can be purchased via a mobile device.

Commissioner Abrams commented on the incident of the "lost train," that was mentioned in a Sun Sentinel article. He referred to the Real-Time Train Tracker and suggested an Op-ed piece to the Sun Sentinel as a response.

Commissioner Abrams reported that he had met with the City of Boca Raton to let them know the new station can be maximized as a Transit Oriented Development. This was a successful meeting and a letter is going out to the City to confirm their participation in the TOD requirements.

ADJOURNMENT

There being no further business, the meeting adjourned at 12:00 p.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 27, 2016

AGENDA ITEM REPORT

Consent Regular

AGREEMENT NO. 16-003
WITH THE SCHOOL BOARD OF PALM BEACH COUNTY
STUDENT TRANSPORTATION

REQUESTED ACTION:

MOTION TO APPROVE: Agreement No.16-003, between the South Florida Regional Transportation Authority and the School Board of Palm Beach County, for Student Transportation to Magnet Schools.

SUMMARY EXPLANATION AND BACKGROUND:

Since 1990-1991, SFRTA and the School Board of Palm Beach County have maintained an agreement for the School Board's payment of Tri-Rail fares for Magnet School students. There were approximately 600 students who commuted on Tri-Rail on a daily average during the last school year. Chaperones are provided by the school system for elementary and middle school students who ride the trains to. The School Board reimburses Tri-Rail at a monthly rate of fifty dollars (\$50.00) per student. The school system furnishes designated students with photo identification cards acceptable to SFRTA staff as evidence of the students' eligibility to ride Tri-Rail without a fare product. The attached Agreement continues this arrangement for the 2016 through the 2018 school calendar years.

The School Board approved the agreement at its May 11, 2016 meeting.

Department: Safety & Security
Project Manager: Allen Yoder

Department Director: Allen Yoder
Procurement Director: Christopher Bross

FISCAL IMPACT: Revenue from the Palm Beach School Board District Agreement is estimated to be \$275,000 and is included in Fiscal Year 2016-2017 Operating Budget.

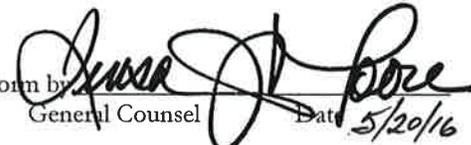
EXHIBITS ATTACHED: Exhibit 1 - Agreement No. 16-003

AGREEMENT NO. 16-003
WITH THE SCHOOL BOARD OF PALM BEACH COUNTY
STUDENT TRANSPORTATION

Recommended by:  5/19/16
Department Director Date

Approved by:  5/19/16
Procurement Director Date

Authorized by:  5/20/16
FOR Executive Director Date

Approved as to Form by:  5/20/16
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Bruno A. Barreiro	<input type="checkbox"/> Yes <input type="checkbox"/> No
Andrew Frey	<input type="checkbox"/> Yes <input type="checkbox"/> No
Frank Frione	<input type="checkbox"/> Yes <input type="checkbox"/> No
Nick A. Inamdar	<input type="checkbox"/> Yes <input type="checkbox"/> No

Gerry O'Reilly	<input type="checkbox"/> Yes <input type="checkbox"/> No
F. Martin Perry	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Tim Ryan	<input type="checkbox"/> Yes <input type="checkbox"/> No
James A. Scott	<input type="checkbox"/> Yes <input type="checkbox"/> No
Beth Talabisco	<input type="checkbox"/> Yes <input type="checkbox"/> No



AGREEMENT NO. 16-003

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

FOR

**STUDENT TRANSPORTATION
TO MAGNET SCHOOLS**

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AGREEMENT NO. 16-003

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

FOR

**STUDENT TRANSPORTATION
TO MAGNET SCHOOLS**

This is an Agreement between SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate and an agency of the state of Florida established pursuant to Chapter 343, Florida Statutes, its successors and assignees, hereinafter referred to as "SFRTA",

AND

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic, hereinafter referred to as "THE SCHOOL BOARD".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, SFRTA and THE SCHOOL BOARD agree as follows:

ARTICLE 1 – SCOPE OF WORK

- 1.1 Prior to the start of the school day, THE SCHOOL BOARD agrees to provide transportation from stops designated by THE SCHOOL BOARD at or near the home of students enrolled in a Magnet School program ("Eligible Students") to the SFRTA Station nearest to the Eligible Students' home at a time that is consistent with the announced SFRTA Tri-Rail schedule as published and amended from time to time. THE SCHOOL BOARD further agrees to provide transportation to said students from the SFRTA Station of

debarcation to their Magnet school. At the end of the school day, THE SCHOOL BOARD agrees to provide transportation from the Eligible Students' school to the SFRTA Station nearest to the Eligible Students' Magnet school.

- 1.2 SFRTA agrees to provide transportation to Eligible Students from the SFRTA Station to which Eligible Students have been delivered by THE SCHOOL BOARD to the SFRTA Station nearest to the Eligible Students' school without Eligible Students having to produce tickets to SFRTA fare inspectors. THE SCHOOL BOARD shall designate Magnet schools ("Designated School") participating in the SCHOOL BOARD's fare reimbursement program in accordance with THE SCHOOL BOARD'S policies and procedures relating to same. SFRTA furnished transportation shall be solely by rail line and in rail cars furnished by SFRTA for regular Tri-Rail commuter rail passenger transportation offered to the general public by SFRTA. ALL Students commuting on Tri-Rail must abide by SFRTA Tariff Policy and Student Rules and Regulations, including providing a valid student ID on demand to show that the student is entitled to a 50% student fare discount. (Students also must provide valid student IDs to obtain Easy Cards that enable them to obtain a 50% student discount).
- 1.3 THE SCHOOL BOARD agrees that THE SCHOOL BOARD shall provide a minimum of two chaperones per student car for elementary and middle school students. No chaperones are required for high school students. SFRTA will supply designated chaperones with a complimentary pass.
- 1.4 By entering into this Agreement, SFRTA is not agreeing to act for THE SCHOOL BOARD in any capacity. The sole purpose of this Agreement is to provide for THE SCHOOL BOARD's reimbursement to SFRTA's Tri-Rail commuter rail passenger service. In all other respects, student riders will be considered TRI-Rail passengers subject to Tri-Rail's rule and regulations. THE SCHOOL BOARD will be solely responsible for determining which of its students are eligible for reimbursement of their fares and for providing identification to those students that will allow train personnel to easily verify by sight which students are eligible to ride without having purchased a TRI-Rail fare product.

SFRTA will not maintain any records of individual students in connection with Agreement. SFRTA may, in the course of enforcing its rules of conduct for TRI-Rail passengers, create records as part of its normal business operations

that may contain the names of students. These are SFRTA's records and not "education records" of THE SCHOOL BOARD.

ARTICLE 2 - COMPENSATION

SFRTA shall be compensated for services provided pursuant to this Agreement at the discounted student monthly rate of Fifty Dollars (\$50.00) per student.

ARTICLE 3 – METHOD OF PAYMENT

THE SCHOOL BOARD agrees to reimburse SFRTA on a monthly billing basis. Invoices submitted by SFRTA to THE SCHOOL BOARD shall show the total number of Eligible Students who were riders of Tri-Rail during the month being invoiced. Payment shall be made within thirty (30) business days of THE SCHOOL BOARD's receipt of SFRTA's invoice.

ARTICLE 4 – RETENTION OF RECORDS

- 4.1 Except where a longer period is required pursuant to Section 4.2 below, SFRTA shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of three (3) years after termination of this Agreement. However, if an audit or litigation is initiated and audit findings or litigation is not resolved at the end of these three (3) years, the records, shall be retained until resolution of the audit findings or conclusion of the litigation, including appeals.
- 4.2 Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for providing the public with access to public records requested pursuant to Section 119.07, Florida Statutes, and ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Each Party agrees to be responsible for any resultant award of attorney's fees imposed by a court of competent jurisdiction for that party's failure to comply with Florida public records law.

ARTICLE 5 - INDEMNIFICATION

- 5.1 THE SCHOOL BOARD agrees pursuant to Section 768.28, Florida Statutes, to be responsible for any and all liability for injury or loss of property, personal injury, or death incident resulting from the use of SFRTA's Tri-Rail commuter rail passenger service, to the fullest extent allowed by the Florida Constitution and the laws of the State of Florida, if such injury or damage is caused by any negligent or wrongful act or omission of any official or employee of THE SCHOOL BOARD, while acting within the scope of their office or employment, provided, however, this provision shall not be construed as a waiver of any right of defense that THE SCHOOL BOARD may possess, and THE SCHOOL BOARD reserves all such rights as against any and all claims that may be brought under this Agreement.
- 5.2 SFRTA agrees that it is an "agency of the State" for the purposes of Section 768.28, Florida Statutes.
- 5.3 SFRTA's employees and contractors performing the services set forth in this Agreement are not required to undergo Level 2 Criminal Background Checks as referenced in the "Jessica Lunsford Act". Personnel for SFRTA's security contractor who are used in Tri-Rail commuter passenger service shall, prior to hiring, undergo G4S Compliance & Investigations background I records checks, which are comparable to background checks administered to all State of Florida police officers. Personnel for SFRTA's operations contractor used in Tri-Rail commuter rail passenger service shall undergo criminal background checks prior to hiring.
- 5.4 THE SCHOOL BOARD acknowledges and represents that it is self-insured for General Liability. SFRTA acknowledges and represents that by agreement between SFRTA and the Florida Department of Transportation ("FDOT") that FDOT extends coverage from an FDOT-maintained self-insurance retention fund to SFRTA, its contract operator and security provider and their directors, officers and employees when acting within the course and scope of their employment with SFRTA. Each party shall comply with Worker's Compensation and Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.
- 5.5 Nothing herein is intended to serve as a waiver of sovereign immunity by either party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement.

- 5.6 The Parties shall not discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, disability, sexual orientation, gender identity or expression with respect to any duty or responsibility set forth in this Agreement.

ARTICLE 6 - TERMINATION

- 6.1 This Agreement may be terminated by either party, with or without cause, upon sixty (60) days written notice to the other.
- 6.2 The waiver of either party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach hereof.

ARTICLE 7 – AUDITING

SFRTA agrees to provide THE SCHOOL BOARD's Office of Inspector General access, during normal business hours with reasonable advance notice to SFRTA, to all financial records and performance related records required for the purpose of auditing the funds received from THE SCHOOL BOARD under this Agreement.

ARTICLE 8 – TERM OF AGREEMENT

This Agreement is valid from the date of its execution by authorized representatives of both parties or the initiation of service, whichever occurs earlier, through the end of the 2016 – 2018 school term as determined by THE SCHOOL BOARD in its annual calendar.

ARTICLE 9- GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Exclusive venue for any litigation arising under this Agreement shall lie in Palm Beach County, Florida.

ARTICLE 10 – ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement with respect to the subject matter herein by the parties and may only be modified in writing approved by both parties.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT
BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, signing by and through its Chair, 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 _____, 2016.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JACK STEPHENS
Executive Director

By _____
COMMISSIONER BRUNO A. BARRERIO
CHAIR

____ DAY OF _____, 2016

(SFRTA SEAL)

Approved as to form by:

CHRISTOPHER BROSS
Director Procurement

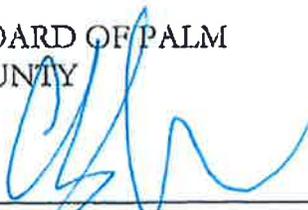
TERESA MOORE, General Counsel

ATTEST:

SCHOOL BOARD OF PALM
BEACH COUNTY



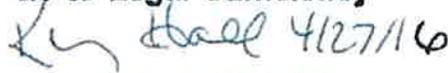
WITNESS *Superintendent*
Robert M. Avossa, Ed.D.

By 

CHUCK SHAW, CHAIR

13 DAY OF May, 2016

**Reviewed and Approved
as to Legal Sufficiency**



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 27, 2016

AGENDA ITEM REPORT

Consent Regular

JOINT PARTICIPATION AGREEMENT (JPA) FM #439231-1-57-01
WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FOR REPLACEMENT OF DOORS IN HIALEAH YARD

REQUESTED ACTION:

MOTION TO APPROVE: Joint Participation Agreement FM #439231-1-57-01 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Transportation (FDOT), in the amount of \$50,843.86 for SFRTA to complete the replacement of doors in Hialeah Yard.

SUMMARY EXPLANATION AND BACKGROUND:

FDOT owns several buildings in Hialeah Yard which are currently being occupied by Amtrak Operations and Maintenance. Under their current agreement with Amtrak, FDOT is responsible for the maintenance of these facilities. The Miami-Dade County Fire Marshall has identified numerous doors in building numbers 6163, 6161, and 6159 as needing replacement. FDOT is requesting that SFRTA complete all necessary work to replace the existing doors in these various facilities. The project scope will include all necessary labor, equipment and material to replace twenty (20) doors/frames with window systems and one (1) roll-up metal door.

(Continued Page2)

Department: Engineering and Construction
Project Manager: Nikeisha Thomas, E.I.

Department Director: Daniel R. Mazza, P.E.
Procurement Director: N/A

FISCAL IMPACT: Funds for Replacement of Doors in Hialeah Yard will be included in SFRTA's Fiscal Year 2016-17 Capital Budget.

EXHIBITS ATTACHED: Exhibit 1 – FDOT Joint Participation Agreement FM #439231-1-57-01

JOINT PARTICIPATION AGREEMENT (JPA) FM #439231-1-57-01
WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FOR REPLACEMENT OF DOORS IN HIALEAH YARD

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

Following the March 29, 2015, transition of control of the South Florida Rail Corridor (SFRC) from CSXT to SFRTA, the maintenance of the FDOT-owned buildings numbered 6163, 6161, and 6159 is now being handled by SFRTA and SFRTA performs capital improvements at FDOT's cost (such as for this item). Through this JPA, SFRTA shall provide all necessary labor, equipment and materials to complete the replacement of the defective doors in these buildings.

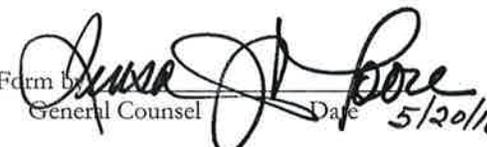
Staff is requesting Board approval of the FDOT JPA FM #439231-1-57-01 for replacement of doors in Hialeah Yard.

JOINT PARTICIPATION AGREEMENT (JPA) FM #439231-1-57-01
WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FOR REPLACEMENT OF DOORS IN HIALEAH YARD

Recommended by:  FOR HIALEAH 5/10/16
Department Director Date

Approved by:  5/19/16
Procurement Director Date

Authorized by:  5/20/16
FOR Executive Director Date

Approved as to Form by:  5/20/16
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No

Gerry O'Reilly Yes No

Commissioner Bruno Barreiro Yes No

F. Martin Perry Yes No

James A. Cummings Yes No

Commissioner Tim Ryan Yes No

Andrew Frey Yes No

James A. Scott Yes No

Frank Frione Yes No

Beth Talabisco Yes No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Financial Project Number(s): (Item-segment-phase-sequence) <u>439231-1-57-01</u>	Fund: <u>DL</u> Function: <u>127</u> Federal Number: _____ DUNS Number: <u>80-939-7102</u> Agency DUNS Number: <u>786583609</u>	FLAIR Category: <u>088808</u> Object Code: <u>134036</u> Org. Code: <u>55310000933</u> Vendor No.: <u>VF650002789003</u> CSFA Number: _____ CSFA Title: _____
Contract Number: <u>AS100</u> 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 replace 21 doors in 3 facilities in Hialeah Yard 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 \$ 50,843.86. 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 \$ 50,843.86 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

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. 439231-1-57-01

Contract No. AS100

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:

South Florida Rail Corridor Right of Way – Hialeah Yard

PROJECT DESCRIPTION:

The project is located on the South Florida Rail Corridor within the Hialeah Yard. The project is to replace 21 doors on the following buildings:

Building Number 6163:

3 ea. 32" door and frame w/ window
3 ea. 36" door and frame w/ window
4 ea. 44" door and frame w/ window

Building Number 6161:

3 ea. 36" door and frame w/ window

Building Number 6159:

4 ea. 36" door and frame w/ window
3 ea. 44" door and frame w/ window
1 ea. 48" rollup metal door

The Department shall be notified by SFRTA prior to any replacement activity to be performed by SFRTA forces. SFRTA shall provide, furnish, or have furnished, all necessary materials required for, and will perform at Department's expense the activities listed above.

SPECIAL CONSIDERATIONS BY AGENCY:

- The audit report(s) required in paragraph 6.62, Part II 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.
- All work performed shall be in accordance with SFOMA and the Operating Agreement. The work shall be coordinated with Amtrak and/or CSXT to minimize any impact to their operations.

Funding is to be used only for the REPLACEMENT OF 21 DOORS AS SPECIFIED ABOVE as approved by the DEPARTMENT. No work performed beyond the project scope will be reimbursed unless a supplemental agreement is entered into between the parties prior to the performance of such work.

DELIVERABLES By Agency:

1. For invoicing –
 - a. 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.
 - b. Include a detailed project budget with each invoice that delineates the project expenses, clearly defines the expenses associated with the project as it relates to the scope.
 - c. Prepare and submit invoices and supporting documents in accordance with Sections 6.0 and 7.0 of this JPA for correct payment provisions through the Department of Transportation.
 - d. Supporting documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid.
 - e. All invoices must be accompanied by appropriate back-up, including check and/or check numbers that paid the invoice
 - f. Contact your Florida Department of Transportation Project Manager with any additional questions before invoicing.
 - g. Upon Agency's submittal of final invoice, Department reserves the right to conduct a final walkthrough of the Project prior to payment.
2. A progress report shall be submitted on a monthly basis to the state project manager, identifying the building number and doors replaced.

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

SPECIAL CONSIDERATIONS BY DEPARTMENT:

1. The Department project manager may periodically conduct site visits and field review to monitor the progress of the project.

2. The contact information for the Florida Department of Transportation Project Manager is as follows:

Birgit Olkuch, P.E.
Rail Administration Manager
Office of Modal Development
Florida Department of Transportation, District 4
3400 West Commercial Blvd
Fort Lauderdale, FL 33309
Tel: (954)777-4689
Fax: (954)777-4095
Birgit.Olkuch@dot.state.fl.us

Additional Contact:

Daniel Tessoﬀ
Railroad Specialist
Florida Department of Transportation, District 4
Office of Modal Development
3400 W. Commercial Boulevard
Fort Lauderdale, FL 33309
Office: 954.777.4667
Mobile: 248.470.467
Daniel.Tessoﬀ@dot.state.fl.us // www.dot.state.fl.us

Fin. Proj. No.: 439231-1-57-01

Contract No.: AS100

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 equipment and services is estimated in the amount of \$50,843.86 by the SFRTA Contractor's Cost Estimate.

PARTICIPATION:	FY2016 / 2017	Total
Federal Participation:		
None	\$0	\$0
Department Participation:		
State Funds	\$50,843.86	\$50,843.86
Local Participation		
SFRTA Funds	\$0	\$0
Total		\$50,843.86

TOTAL PROJECT COST:	\$50,843.86
----------------------------	--------------------

Financial Project No. 439231-1-57-01
Contract No. AS100
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. 439231-1-57-01
 Contract No. AS100
 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>
N/A		\$
<u>Compliance Requirements</u>		

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Assistance (Number & Title)</u>	<u>Amount</u>
FDOT		\$ 50,843.86
<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 1/2 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>
N/A		\$
<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 27, 2016

AGENDA ITEM REPORT

Consent Regular

AMENDMENT NO. 7 TO AGREEMENT NO. 12-008 WITH HDR ENGINEERING, INC. FOR PROJECT MANAGEMENT CONSULTANT SERVICES FOR THE WAVE MODERN STREETCAR AND TERMINATION OF AGREEMENT NO. 14-006 WITH PARSONS TRANSPORTATION GROUP, INC.

REQUESTED ACTION:

MOTION TO APPROVE:

(A) Amendment No. 7 to Agreement No. 12-008 between the South Florida Regional Transportation Authority (SFRTA) and HDR Engineering, Inc., the Project Management Consultant (PMC), to provide continuing design and project management services, in the maximum not-to-exceed amount of \$3,999,218.82; AND

(B) Terminate Contract 14-006 with Parsons Transportation Group (PTG) effective June 30, 2016, and add PTG and all of its sub-consultants (except HNTB) to the Agreement No. 12-008 between SFRTA and HDR Engineering, Inc.

SUMMARY EXPLANATION AND BACKGROUND:

On April 26, 2013, the SFRTA Board awarded The Wave Modern Streetcar Project (Project) PMC Services to HDR Engineering in the maximum not-to-exceed amount of \$11,335,757.21.

Amendment No. 7 tasks the PMC with the following tasks: support of the procurement and evaluation process for a Design-Build Firm by FDOT, consolidate engineering plans and reports for advertisement and continuing project management support. Final Design Services by PTG are no longer necessary under a separate contract due to a change in the project delivery (from construction low bid to design-build evaluation). However, PTG and all of its subconsultants, except HNTB, are being added to the PMC agreement as a subconsultant to provide support services during the design build procurement.

Staff has negotiated a fee with the PMC which is within 1.18% of the Independent Cost Estimate of \$4,046,919.89. Staff recommends approval of the Amendment No. 7 to Agreement No. 12-008 (Exhibit 1) with the PMC in the maximum not-to-exceed amount of \$3,999,218.82.

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.7 to Agreement No. 12-008

AMENDMENT NO. 7 TO AGREEMENT NO. 12-008 WITH HDR ENGINEERING, INC. FOR PROJECT MANAGEMENT CONSULTANT SERVICES FOR THE WAVE MODERN STREETCAR AND TERMINATION OF AGREEMENT NO. 14-006 WITH PARSONS TRANSPORTATION GROUP, INC.

Recommended by: B. D. MAZZA 5/20/16 Approved by: C. B. 5/19/16
 Department Director Date Procurement Director Date

Authorized by: S. M. O'Flynn 5/20/16 Approved as to Form by: [Signature] 5/20/16
 FOR Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

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



AMENDMENT NO. 7 TO AGREEMENT NO. 12-008

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

HDR ENGINEERING, INC

FOR

PROJECT MANAGEMENT CONSULTANT SERVICES
FOR THE WAVE MODERN STREETCAR

AMENDMENT NO. 7 TO AGREEMENT NO. 12-008

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

HDR ENGINEERING, INC.

FOR

**PROJECT MANAGEMENT CONSULTANT SERVICES FOR
THE WAVE MODERN STREETCAR**

This is the Seventh Amendment to the Agreement for Project Management Consultant Services for the Wave Modern Streetcar between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, hereinafter referred to as “**SFRTA**” and **HDR ENGINEERING, INC.**, hereinafter referred to as “**CONTRACTOR**”.

WHEREAS, on April 26, 2013, **SFRTA** and **CONTRACTOR** entered into an Agreement, hereinafter referred to as “Agreement,” in the maximum not-to-exceed amount of \$11,335,757.21; and

WHEREAS, on December 5, 2014, Amendment No. 1 to the Agreement between **CONTRACTOR** and **SFRTA** was executed to incorporate preliminary engineering activities and data collection, including survey, geotechnical and sub-surface utility locations related to Phase 1(C) of the project, in the total not-to-exceed amount of \$242,433.54; and

WHEREAS, on December 5, 2014, Amendment No. 2 to the Agreement between **CONTRACTOR** and **SFRTA** was executed to incorporate preliminary engineering activities and data collection, including survey, geotechnical and sub-surface utility locations related to the Northern Loop Phase 1(D) of the project, in the total not-to-exceed amount of \$586,673.20; and

WHEREAS, on June 26, 2015, Amendment No. 3 to the Agreement between **CONTRACTOR** and **SFRTA** was executed to incorporate scope and funding for technical reports for the Wave Small Starts Grant Agreement application, funding for additional geotechnical services for Phase 1(C) and 1(D), and scope and funding for project management consultant oversight for the recently approved Broward County betterments, in the total not-to-exceed amount of \$425,356.82; and

WHEREAS, on October 23, 2015, Amendment No. 4 to the Agreement between **CONTRACTOR** and **SFRTA** was executed to incorporate scope and funding for environmental

consulting services at the future Vehicle Maintenance and Storage Facility property known as Site K, in the total not-to-exceed amount of \$264,806.62; and

WHEREAS, on March 3, 2016, Amendment No. 5 to the Agreement between **CONTRACTOR** and **SFRTA** was executed to incorporate scope and funding for additional design services and coordination with private utility companies, in the total not-to-exceed amount of \$99,852.89; and

WHEREAS, on May 20, 2016, Amendment No. 6 to the Agreement between **CONTRACTOR** and **SFRTA** was executed to reallocate funds between the Prime Consultant and its subconsultants, for continuation of the work. There was no change in the total not-to-exceed amount of the Agreement; and

WHEREAS, as a result of the upcoming transition of the Wave Streetcar Project to the Florida Department of Transportation (FDOT), **SFRTA** now wishes to amend the Agreement to incorporate scope and funding for continued Wave Project Management Consultant Services, in the total not-to-exceed amount of \$3,999,218.82. Also, with the change to a Design Build method of procurement for the project, this Amendment will supplement the PMC team with members of the Final Design Consultant team;

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. SCOPE OF SERVICES is amended to include the following:

Scope of Services is being expanded with Attachment 1 to Amendment No. 7 entitled "Procurement/Technical Support and Extension of Period of Performance", which is attached hereto and incorporated herein. The Amendment No. 7 Fee Proposal is incorporated by reference.

2. COMPENSATION is amended to read as follows:

SFRTA agrees to pay the **CONTRACTOR** compensation as specified in the Contract Documents the maximum not-to-exceed amount of ~~Twelve Million Nine Hundred Fifty Four Thousand Eight Hundred Eighty Dollars and Twenty-eight Cents (\$12,954,880.28)~~ Sixteen Million Nine Hundred Fifty Four Thousand Ninety-nine Dollars and Ten Cents (\$16,954,099.10).

3. **CONTRACTOR'S PROJECT TEAM** is amended to include the following subconsultants:

Parsons Transportation Group, Inc.
Hardesty & Hanover, LLC
Miller, Legg & Associates, Inc.
D. Stephenson Construction, Inc.
ACAI Associates, Inc.
Kittelson & Associates, Inc.
Nova Consulting, Inc.
Adept Public Relations, LLC
Radise International

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. 7 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 Seventh Amendment to the Agreement on the respective date under each signature: **HDR ENGINEERING, 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 _____, 2016.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JACK L. STEPHENS
EXECUTIVE DIRECTOR

By _____
COMMISSIONER BRUNO BARREIRO, CHAIR

_____ DAY OF _____, 2016

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

TERESA MOORE, General Counsel

ATTEST:

HDR ENGINEERING, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2016

Attachment 1 to Amendment No. 7
Procurement/Technical Support and Extension of Period of Performance

SCOPE OF WORK

I. DESCRIPTION

The objective of this scope of services is to continue providing the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) support as the Project Management Consultant (PMC) for the Wave Streetcar project. The original PMC contract and scope of services, awarded in April 2013, assumed that the project would be in revenue operations at the end of 2016, with construction beginning 18 months prior, in mid-2015. Over the life of the contract there have been many schedule extensions, changes to project scope, rework and duplication of efforts due to changes in scope and schedule, and segmentation of the project.

Some of the activities that were unforeseen or changed include; lengthy vehicle procurement that was ultimately suspended; relocation of the Vehicle Maintenance and Storage Facility (VMSF) site; detailed operations and maintenance plans; segmentation of design into 1A, 1B, 1C, 1D, and the VMSF; design activities placed on hold; additional risk assessment and other workshops; project reviews and transition of sponsorship; and other activities. These changes resulted in additional project management and administration efforts, including additional progress meetings, Partner Agency coordination meetings, Technical Advisory Group (TAG) meetings, and FTA quarterly meetings and reports. There have been supplemental agreements for some of the activities, and the PMC has been able to adapt the original budget to extend a full year past the original assumption of mid-2015. Additional, the PMC is including Parsons Transportation (PTG) and all its sub-consultants into the PMC contract. Some of the activities that PTG and the sub-consultants will contribute to the PMC team include:

- Utility Coordination
- Permitting
- R/W requirements
- RFP Support
- Assist in the review of Extended Letter of Interest

The project limits remain unchanged, beginning from the proposed Vehicle Maintenance and Storage Facility (VMSF) located at 1801 SW 1st Avenue to NE 6th Street, with north-south routes along Andrews Avenue, NE/SE 3rd Avenue, and Brickell Avenue. The limits also include east-west routes on SW 18th Street, SE 6th Street, Las Olas Boulevard, SE/SW 2nd Street, SE/SW 4th Street and SE 6th Street, for a total distance of approximately 5.5 route miles.

II. SERVICES TO BE PROVIDED

Services to be provided under this Amendment will include activities and management associated with assisting FDOT with the procurement of the Wave Streetcar, FTA Small Starts Application, TIGER Grant revisions, and continued program management support consistent with the tasks outlined in the original contract 12-008 with the South Florida

Regional Transportation Authority (SFRTA). The tasks include miscellaneous support services as directed by the Department's Project Manager and District 4 Design Engineer. Additionally, these tasks include preparing for and attending meetings, as well as reviewing and commenting on various documents.

Support services will include, but not be limited to, the following:

- Project management and administration consistent with tasks described in 4.1, 4.2, 4.3 and 4.4 of the original Project Management Consultant Services Contract 12-008 with SFRTA.
- Engineering necessary to address comments to the concept design as needed for RFP performance criteria development, including utility coordination and permitting and ROW support.
- Preparation of Reports and Documents necessary for the TIGER and Small Starts Grants.
- Preparation of RFP package including attachments and reference documents.
- Updating the Design Criteria to reflect the Design/Build Approach.
- Assistance in preparing the Project Advertisement.
- Planning, Preparation for the Industry Forum.
- Evaluation of Extended Letters Of Interest (ELOI).
- Assistance in responding to proposer questions through statewide Question and Answer (Q&A) bid site.
- Preparation, participation, and follow-up for Alternative Technical Concept (ATC) meetings, including assistance with technical review of the ATCs.
- Preparation and processing of RFP Addenda as needed.
- Assistance in the evaluation of Design Build Firm (DBF) Technical Proposals.
- Preparation for and attendance at meetings with the Technical Advisory Group (TAG).
- Attendance at project manager progress meetings.
- Preparation for and attendance at meetings with individual Technical Review Committee (TRC) members.
- Participation in the Technical Proposal Page Turn meetings.
- Assistance in the development of questions and participation in the Q&A Sessions – assist the TRC in questions development.
- Assist in the evaluation of the DBF's written responses from Q&A session and prepare necessary follow-up as needed.

III. DIRECTION OF SERVICES

All services outlined in this Amendment shall be initiated by authorization from the FDOT Project Manager, Robert Bostian with concurrence from SFRTA.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 27, 2016AGENDA ITEM REPORT Consent RegularTRANSIT FARE INTEROPERABILITY AGREEMENTREQUESTED ACTION:

MOTION TO APPROVE: the Agreement among Broward County, Miami-Dade County, Palm Beach County and South Florida Regional Transportation Authority for Transit Fare Interoperability.

SUMMARY EXPLANATION AND BACKGROUND:

The Agreement among Broward County, Miami-Dade County, Palm Beach County and South Florida Regional Transportation Authority (SFRTA) for Transit Fare Interoperability (the "Agreement") includes the responsibilities of the four transit agencies to allow for Broward County Transit (BCT) and Palm Tran to implement the use of the Easy Card for their transportation systems. The Agreement provides for a 3-month period for BCT and Palm Tran to implement the Easy Card and determine if they wish to proceed to full deployment and is for a 5 year term. It outlines the responsibilities of each party and provides for a process for compensating SFRTA for any costs it may incur that are solely attributable to the to BCT and PalmTran passengers use of the Easy Card.

BCT, Palm Tran, Miami Dade Transit (MDT) and SFRTA passengers will be able to transfer to any of the four transit services using the Easy Card for payment. Transfers will be made in accordance with the current transfer pricing structure.

MDT will maintain the back office computer systems administrating the Easy Card program and is responsible for the reconciliation of transfer activity between the agencies. BCT and Palm Tran customers will be able to use the ticket vending machines at Tri-Rail and MDT stations to purchase Easy Cards for their regional travel needs. SFRTA and MDT customers currently utilize the Easy Card for regional travel. This Agreement extends the Easy Card program to BCT and Palm Tran passengers.

Department: Information Technology
Project Manager: Renee Matthews

Department Director: Renee Matthews
Procurement Director: N/A

FISCAL IMPACT: It is anticipated that SFRTA will incur less than \$500.00 in fare collection expenses during the initial three (3) month Proof of Concept period which will be absorbed in the FY 2016/2017 operating budget.

EXHIBITS ATTACHED: Exhibit 1- Agreement among Broward County and Miami-Dade County and Palm Beach County and South Florida Regional Transportation Authority for Transit Fare Interoperability

TRANSIT FARE INTEROPERABILITY AGREEMENT

Recommended by: G. M. O'Neil 5/20/16 Approved by: [Signature]
Department Director Date Procurement Director Date

Authorized by: G.M. O'Neil 5/20/16 Approved as to Form by: [Signature]
Executive Director Date General Counsel Date 5/20/16

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
Commissioner Bruno Barreiro Yes No
Andrew Frey Yes No
Frank Frione Yes No
Nick A. Inamdar Yes No

Gerry O'Reilly Yes No
F. Martin Perry Yes No
Commissioner Tim Ryan Yes No
James A. Scott Yes No
Beth Talabisco Yes No

AGREEMENT

Among

BROWARD COUNTY

and

MIAMI-DADE COUNTY

and

PALM BEACH COUNTY

and

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

FOR TRANSIT FARE INTEROPERABILITY

AGREEMENT

Among

BROWARD COUNTY

and

MIAMI-DADE COUNTY

and

PALM BEACH COUNTY

and

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

FOR TRANSIT FARE INTEROPERABILITY

This is an Agreement ("Agreement"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "BROWARD,"

and

MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "MIAMI-DADE,"

and

PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "PALM BEACH,"

and

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate and an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes, hereinafter referred to as "SFRTA," (collectively referred to as the "Parties").

RECITALS:

WHEREAS, MIAMI-DADE operates an automated fare collection system on its Metrobuses and Metrorail commonly referred to as "EASY Card," a contactless smartcard system which allows for electronic payment of transit fares; and

WHEREAS, MIAMI-DADE designed the EASY Card system to allow for future integration with other transit providers in the region; and

WHEREAS, SFRTA entered into a Participation Agreement dated March 26, 2010 with MIAMI-DADE to permit SFRTA to use the EASY Card as a method of cashless fare collection on SFRTA's fixed route service and for patron transfers between the fixed-route service of MIAMI-DADE and SFRTA; and

WHEREAS, BROWARD and PALM BEACH desire to enter into an integration agreement that will permit the use of the EASY Card on all Broward County Transit and Palm Tran transit routes; and

WHEREAS, this Agreement serves a public purpose and benefits residents and visitors of MIAMI-DADE, BROWARD, PALM BEACH, and SFRTA, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** – This Agreement among MIAMI-DADE, SFRTA, BROWARD and PALM BEACH.
- 1.2 **Back Office** – The system centrally administered by MIAMI-DADE to process and handle EASY Card transactions, auto load assignments and tracking of E-Cash purse activity, hotlist, accounting, and reconciliation processes, as well as to monitor EASY Card devices, maintain necessary software, transmit fare payment information and credit card transactions, process any necessary payment transactions, provide customer service, convey necessary reports, and reconcile financial data between the Parties.
- 1.3 **BCT** - The Broward County public transit system.
- 1.4 **EASY Card** – The cashless fare collection smartcard displaying the EASY Card logo that is used in compatible automated fare collection equipment installed on the vehicles of participating transit systems.

- 1.5 **Fare Device** - The automated fare collection equipment installed on the Vehicles of participating transit systems.
- 1.6 **Full Deployment** - The full implementation of the Fare Devices to the entire Transit Vehicle fleets of BROWARD or PALM BEACH to enable the Transit Vehicles to accept the EASY Card on all BCT or Palm Tran bus routes, respectively, and which will commence upon written notice that BROWARD or PALM BEACH have procured all necessary equipment and supporting communication systems and have elected to proceed with full implementation in the respective county.
- 1.7 **MDT** - Miami-Dade Transit which operates the Miami-Dade County public transit system, including the Metrorail fixed-rail system.
- 1.8 **Necessary Data** - The information and data evidencing each time the EASY Card is used on a BCT or Palm Tran Vehicle and identifying the appropriate fare that was used.
- 1.9 **NextFare** - The software system installed for the purpose of defining fare structure, recognizing fare media, recording, and reconciling transactions using the EASY Card and providing related data.
- 1.10 **Palm Tran** - The Palm Beach County public transit system.
- 1.11 **Proof of Concept** - The limited installation and deployment of the equipment and supporting communication system necessary to process the EASY Card for use on a limited number of Selected Routes. The implementation date of Proof of Concept activities may be different in BROWARD and PALM BEACH.
- 1.12 **Project Manager** – The person designated in writing by each of the Parties to serve in the role of project manager. The primary responsibilities of the Project Manager are to coordinate and communicate with the Parties and to manage and supervise execution and completion of the terms and conditions of this Agreement. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made the by Project Manager; provided, however, that such instructions and determinations do not change the scope of services outlined in this Agreement.
- 1.13 **Selected Routes** - The BCT and Palm Tran bus routes that will accept EASY Cards for the payment of fares during the Proof of Concept period.
- 1.14 **Tri-Rail** – The commuter rail service operated by SFRTA.
- 1.15 **Vehicles or Transit Vehicles** – The vehicles operated by BCT and Palm Tran that will be accepting Easy Card.

ARTICLE 2

PURPOSE AND SCOPE

- 2.1 The purpose of this Agreement is to enable BCT and Palm Tran to accept MIAMI-DADE's and SFRTA's EASY Card in order to facilitate interoperability of the EASY Card system between the Parties' transportation systems. This Agreement will provide BCT and Palm Tran with the ability to accept the EASY Card on the Selected Routes established during the Proof of Concept period, and on the entire BCT or Palm Tran system upon Full Deployment.
- 2.2 The purpose of the Proof of Concept period for each county is to serve an initial period of time not to exceed three (3) months (or as extended in mutually agreement between the Parties) in which the Parties will initiate the activities described herein on the Selected Routes prior to proceeding into the Full Deployment as described more particularly herein. During the Proof of Concept period for each county; BCT will accept the EASY Card on approximately twenty (20) BCT Vehicles on routes that interface with the MDT system and SFRTA. Palm Tran will accept the EASY Card on approximately fifteen (15) Vehicles on routes that interface with Tri-Rail and BCT routes.
- 2.3 In the event that Proof of Concept activities are deemed successful by BROWARD or PALM BEACH, and there are funds available, BROWARD or PALM BEACH may elect to proceed with Full Deployment upon written notice to the Parties.
- 2.4 It is the intention of the Parties to maintain control and manage their own respective fare policies and assure interoperability of the EASY Card system. It is also the intent of the Parties to maintain interagency fare products that support convenient interagency transfers consistent with the specific interagency policies.
- 2.5 For the purpose of this Agreement, the following fare rules shall apply when an EASY Card is presented for fare payment on a BCT or PALM TRAN Vehicle:
 - 2.5.1. The EASY Card can be utilized for a transfer between MDT, BCT, Palm Tran or SFRTA systems as follows: (a) within three (3) hours after the most recent "tap on" by the EASY Card on a MDT Metrobus, BCT or Palm Tran Vehicle; or (b) within three (3) hours after the most recent "tap off" by the EASY Card on MDT Metrorail or Tri-Rail (collectively, the "Transfer Period").
 - 2.5.2 If the EASY Card is utilized on MDT's public transit system or Tri-Rail and the transit customer transfers to either a BCT or Palm Tran Vehicle at a designated transfer location within the Transfer Period, the appropriate transfer fare(s) shall be deducted from the EASY Card to reimburse BROWARD or PALM BEACH, as applicable.
 - 2.5.3 If the EASY Card is utilized on a BCT Vehicle and the transit customer transfers to a Palm Tran Vehicle at a designated transfer location within the

Transfer Period, the appropriate transfer fare shall be deducted from the EASY Card to reimburse PALM BEACH.

- 2.5.4 If the EASY Card is utilized on a Palm Tran Vehicle and the transit customer transfers to a BCT Vehicle at a designated transfer location within the Transfer Period, which the appropriate transfer fare shall be deducted from the EASY Card to reimburse BROWARD.
- 2.5.5 If the EASY Card is utilized on a BCT or Palm Tran Vehicle outside the Transfer Period, the full fare shall be deducted from the EASY Card to reimburse BROWARD or PALM BEACH, as applicable.
- 2.5.6 Each transfer is determined separately for any trip that has more than one transfer and each transfer is determined relative to the last use of the EASY Card to reimburse BROWARD and PALM BEACH, as applicable.
- 2.5.7 BCT and Palm Tran will accept the EASY Card as a method of cashless fare payment, for a single trip or a qualified transfer trip, provided there is sufficient cash value stored on the EASY Card at the time of use.

RESPONSIBILITIES OF BROWARD AND PALM BEACH

- 2.6 BROWARD and PALM BEACH shall each be responsible for purchasing, at their sole cost and expense, the Fare Devices and supporting communication systems for their respective systems, which shall have the capability of sending the Necessary Data for each revenue day to MIAMI-DADE, in a format acceptable to MIAMI-DADE.
- 2.7 BROWARD and PALM BEACH shall design and test, or cause to be designed and tested, the communication system to support the processing of information relating to the EASY Card use on BROWARD and PALM BEACH Transit Vehicles between the Party's respective back office system and MDT's Back Office.
- 2.8 BROWARD and PALM BEACH shall independently submit data for each revenue day to MIAMI-DADE, in a format acceptable to MIAMI-DADE. The data shall identify each trip that was taken on a BCT or Palm Tran Vehicle and the fare that was utilized for the trip.
- 2.9 BROWARD and PALM BEACH shall independently submit invoices to MIAMI-DADE on a monthly basis for reimbursement for all trips on their respective Vehicles by transit customers using the EASY Card during the previous month. An original invoice plus one copy are due within fifteen (15) days of the end of the previous month. Invoices shall include reports of itemized transaction records for all trips that support the reimbursement amounts. MIAMI-DADE shall pay the

invoicing Party within thirty (30) calendar days of receipt of the invoicing Party's proper invoice.

- 2.10 BROWARD and PALM BEACH shall each, independently, maintain a bank account that will receive EASY Card reimbursements from MIAMI-DADE.
- 2.11 BROWARD and PALM BEACH shall each notify MIAMI-DADE in writing of any change in their respective fare structures and the effective date of the change at least thirty (30) calendar days prior to the effective date of the new fare structure.

RESPONSIBILITIES OF MIAMI-DADE AND SFRTA

- 2.12 MIAMI-DADE shall work cooperatively with the vendor selected by BROWARD and PALM BEACH, including providing all requested nonproprietary technical information, to facilitate the connectivity and development of appropriate interfaces between the MDT NextFare central computer system and the systems implemented by BROWARD and PALM BEACH.
- 2.13 MIAMI-DADE shall work cooperatively with the vendor selected by BROWARD and PALM BEACH to complete all required interfaces to effectuate data sharing with the BROWARD and PALM BEACH central computers within three (3) months from the respective Proof of Concept Commencement Date(s), unless extended by BROWARD or PALM BEACH, respectively.
- 2.14 MIAMI-DADE and SFRTA shall be responsible for all sales of the EASY Card through ticket vending machines, kiosks at selected MDT and Tri-Rail stations, point of sale locations, MDT's EASY Card Call Center, and EASY Card Transit Store. BROWARD and PALM BEACH shall not sell or reload EASY Cards.
- 2.15 MIAMI-DADE and SFRTA shall be responsible for all customer service related to the EASY Card. The customer service responsibility shall depend on the location at which the EASY Card was sold. Customer Services shall include, but not be limited to, EASY Card sales, distribution, and issues related to lost or stolen EASY Cards.
- 2.16 MIAMI-DADE shall be responsible for maintaining accurate EASY Card fare tables which reflect the single passenger fares and the associated transfer fare tables of each of the Parties in a format compatible with the Parties' applicable computer systems for upload to each Party's Fare Devices.
- 2.17 MIAMI-DADE shall, upon written request at least thirty (30) calendar days in advance of the effective date, implement changes to a Party's fare structure as of the effective date of the new fare structure.
- 2.18 MIAMI-DADE shall perform Back Office services to support the individual one-way fares and transfer fares utilizing the EASY Card between BCT, Palm Tran, MDT and SFRTA.

- 2.19 MIAMI-DADE and SFRTA shall reimburse BROWARD and PALM BEACH for all transit trips on BCT and Palm Tran transit Vehicles when the EASY Card is used for payment. MIAMI-DADE shall be responsible for all the Back Office functions which shall recognize revenue transactions when the EASY Card is presented to a Fare Device and shall transmit the Necessary Data to properly recognize, reconcile, and deposit revenue to the account of each Party.
- 2.20 If requested by any Party, MIAMI-DADE shall assist with public awareness and educational efforts related to the implementation of the EASY Card system by BCT and Palm Tran. MIAMI-DADE shall share with the Parties its education and outreach materials for the Parties' use and may provide staff to assist in planning and implementing a public awareness campaign. MIAMI-DADE shall not be required to incur any expense for advertising or publications as a result of this effort. Upon request by BROWARD or PALM BEACH, MIAMI-DADE shall add the respective logo of the Party to the EASY Card design. The Parties will jointly develop regional branding for the EASY Card, provided that each Party shall be responsible solely for their own costs related to regional branding or any other public awareness or educational efforts.

FEES AND COSTS

- 2.21 Upon notice of election to proceed by BROWARD or PALM BEACH with Proof of Concept ("Proof of Concept Commencement Date"), MIAMI-DADE shall design and implement network connectivity and security on the MDT NextFare central computer system to support data sharing with the BROWARD and PALM BEACH central computers for a one-time fee. ("One-Time Set-Up Costs").
- 2.22 The One-Time Set-Up Costs shall include all necessary support during the design and testing and acceptance by BROWARD and PALM BEACH, including both Proof of Concept and Full Deployment, of the BROWARD and PALM BEACH central computers that will interface with the MIAMI-DADE NextFare Central Computer System. The One-Time Set-Up Costs shall be billed by MIAMI-DADE in the amount of Sixty-eight Dollars and Eighteen Cents (\$68.18) per hour to BROWARD and PALM BEACH for qualifying administrative services directly related to their respective systems.
- 2.23 Upon written notice by BROWARD or PALM BEACH, respectively, of completion and successful testing of the network connectivity, security, and data sharing, MIAMI-DADE shall submit invoices to BROWARD and PALM BEACH, respectively, for the One-Time Set-Up Costs which shall not exceed Fifty Thousand Nine Hundred and Thirty Dollars (\$50,930) for BROWARD and Ten Thousand Four Hundred and Thirty Two Dollars (\$10,432) for PALM BEACH. The invoices shall include reports of services completed as well as corresponding hours at the hourly rate specified in paragraph 2.22 of this Agreement.

2.24 Upon the Full Deployment by BROWARD and PALM BEACH, MIAMI-DADE shall be entitled to a transaction fee for qualifying administrative services provided in the Back Office ("Transaction Fee"). The qualifying administrative services must be for systems management and support services performed and directly attributed to the Back Office functions and shall be limited to the following:

- i. Assist and manage external interfaces between regional central computers
- ii. Assist and manage real time interface with SFRTA Fare Collection devices
- iii. Back Office audit support
- iv. EASY Card Center use and application support for the purse value on transit patrons EASY Cards.
- v. Internal support of finance and EASY Card transactions and reimbursements
- vi. Fare media coding
- vii. Encryption key coding (Will be performed by MDT only at MDT facility)

Effective upon Full Deployment, the Transaction Fee shall be in the amount of \$0.001 per use of the EASY Card on the BCT or Palm Tran Vehicle, and shall be retained by MIAMI-DADE, by deducting from the amounts otherwise due to BROWARD and PALM BEACH. The Transaction Fee shall remain in effect until all Parties agree to modify the Transaction Fee. The Parties will meet no earlier than six months after the Full Deployment implementation date(s) of both BROWARD and PALM BEACH to determine whether substantial and significant change in the anticipated transaction volume from use of the EASY Card on BROWARD and PALM BEACH Transit Vehicles warrant an adjustment in the Transaction Fee. The Parties shall meet annually thereafter to determine whether substantial and significant change in the anticipated transaction volume from use of the EASY Card on BROWARD and PALM BEACH Transit Vehicles warrant an adjustment in the Transaction Fee. Any change to the Transaction Fee shall be set forth in a written amendment to this Agreement executed by all Parties. In the event that the Parties cannot agree on an adjustment to the Transaction Fee, any Party may terminate this Agreement for convenience upon thirty (30) days written notice.

For clarity, there shall be no Transaction Fees payable to MIAMI-DADE during Proof of Concept period for its performance of Back Office services.

- 2.25 The Parties will meet no earlier than six (6) months from the Full Deployment implementation date of both BROWARD and PALM BEACH (if different, the earlier implementation date will be used to measure the six (6) months) to determine whether there are any specific costs incurred by SFRTA that are solely attributable to BROWARD and PALM BEACH transit passengers' use of the EASY Card ("Identified SFRTA Costs"). In the event that the Parties agree that there are Identified SFRTA Costs, the Parties shall mutually agree on the method for determining the amount BROWARD and PALM BEACH shall annually reimburse to SFRTA for Identified SFRTA Costs. The annual reimbursement for Identified SFRTA Costs shall be set forth in a written amendment to this Agreement executed by all Parties. In the event that the Parties cannot agree on the payment of Identified SFRTA Costs or the method of reimbursing same, any Party may terminate this Agreement for convenience upon thirty (30) days written notice.
- 2.26 In the event that a Party requests MIAMI-DADE to perform any service or task not explicitly designated in this Agreement, the requesting Party shall submit a request in writing to MIAMI-DADE. If MIAMI-DADE is agreeable to performing the service or task, MIAMI-DADE shall provide a written estimate for the cost of providing the service or task but shall not proceed to do the work unless written notice to proceed, which includes the scope of the service or task and the amount and method of payment, is provided by the requesting Party.
- 2.27 Unless otherwise expressly permitted in this Agreement, the Parties shall not be subject to any additional costs unless such costs are subject of a written amendment to this Agreement.

ARTICLE 3

TERM

- 3.1 This Agreement shall be effective on the date of full execution by all Parties to this Agreement ("Effective Date"). Proof of Concept activities shall begin upon the Proof of Concept Commencement Date by any Party. Proof of Concept Commencement Dates may be different in BROWARD and PALM BEACH as it is dependent on the election by each county to proceed.
- 3.2 Full Deployment implementation date shall be the date of written notice by the Project Manager for BROWARD or PALM BEACH, respectively, to MIAMI-DADE and SFRTA that BROWARD or PALM BEACH has successfully installed the Fare Devices to its fleet to enable the Vehicles to accept the EASY Card as a method of cashless fare collection. The Full Deployment implementation date may be different in BROWARD and PALM BEACH as it is dependent on the election by each county to proceed with Full Deployment.
- 3.3 The term of this Agreement shall be from full execution until five (5) years after the Proof of Concept Commencement Date. In the event that the Proof of Concept

Commencement Date for BROWARD and PALM BEACH are different, the earliest Proof of Concept Commencement Date shall be utilized to establish the term of this Agreement. This Agreement may be renewed for an additional five (5) year period provided all Parties agree to the renewal. Renewal is subject to written amendment to this Agreement executed by all Parties.

ARTICLE 4

GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. All Parties to this agreement are a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 5

INSURANCE

All Parties are entities subject to Section 768.28, Florida Statutes, and all Parties shall exchange written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 6

TERMINATION

- 6.1 This Agreement may be terminated for cause on the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by BROWARD or PALM BEACH in the event that the Proof of Concept activities are not considered a success by either BROWARD or PALM BEACH or in the event that either BROWARD or PALM BEACH does not elect to proceed to Full Deployment. Termination for convenience by either BROWARD or PALM BEACH shall be effective on the termination date stated in written notice provided by the Party exercising its right to terminate for convenience, which termination date shall be no less than thirty (30) days after the date of such written notice. Termination for convenience by BROWARD or PALM BEACH will be limited to the Party providing notice of termination. The Agreement among the remaining Parties will be in full force and effect.
- 6.2 This Agreement may be terminated for cause for reasons including, but not limited to, a Party's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to

properly reimburse invoices, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

- 6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.
- 6.4 In the event this Agreement is terminated for convenience, the Parties shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. The Parties acknowledge that they have received good, valuable and sufficient consideration, the receipt and adequacy of which are, hereby acknowledged, for the right to terminate this Agreement for convenience.

ARTICLE 7

RELATIONSHIPS OF THE PARTIES

Except as set forth herein, no Party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other Party and nothing in this Agreement shall be deemed to express an intention to make any Party a partner, agent, or local representative of any other Party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the Parties. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and severable.

ARTICLE 8

AUDIT AND ANALYSIS

The Parties acknowledge that all accounting activities undertaken in the operation of the Back Office shall conform to Generally Accepted Accounting Principles (GAAP). BROWARD and PALM BEACH may audit MIAMI-DADE's Back Office, for all functions related to the requesting Party's transactions, no more than once annually at their own expense.

MIAMI-DADE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of MIAMI-DADE shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, MIAMI-DADE shall make same available at no cost to the requesting PARTY in written form. MIAMI-DADE shall preserve and make available, at reasonable times for examination and audit by the Parties, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not

been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the disallowance and recovery of any payment upon such entry. The Parties shall have the right to seek adjustment of revenue recognition and revenue reconciliation based upon the results of any audit by giving written notice to the other Party no later than sixty (60) calendar days after the completion and delivery of any audit. Such notice shall describe the adjustment sought and the grounds therefore. Upon receipt of such notice, the other Party shall have the right to conduct such additional audit or examination as may be necessary to investigate the adjustment sought and shall provide a response in writing, including a tender of any sums agreed to be due as a result of the adjustment, to the other Party no later than ninety (90) calendar days from the date of such notice of adjustment.

ARTICLE 9

PRIVACY, SECURITY, AND DISASTER RECOVERY

- 9.1 The Parties shall develop a mutually acceptable process and procedure to assure that transit patron's privacy is maintained as permitted by law and that all data security measures address applicable local, state, and federal standards, guidelines, procedures, rules, and laws.
- 9.2 The Parties will work cooperatively to assure that the EASY Card fare collection system and all Parties meet all necessary security guidelines for processing of funds and operation of the EASY Card fare collection system, including any associated banking, credit or payment card industry (PCI) standards or local, state or federal standards, guidelines, procedures, rules or laws. The Parties will separately be responsible for the cost of changes in their respective Fare Devices and associated systems (relating to securing, maintaining and validating security of MIAMI-DADE's Back Office).
- 9.3 The Parties will establish a disaster recovery plan that minimizes disruptions for any Party and their transit customers prior to the Full Deployment implementation date.

ARTICLE 10

DISPUTE RESOLUTION

In the event that a dispute arises between any of the Parties to this Agreement, Project Managers of the impacted Parties shall expeditiously undertake, through direct, good faith negotiations, to resolve the dispute. The nature of the dispute shall be documented in writing by the Party initiating the dispute. If the dispute cannot be resolved by the Project Managers within thirty (30) business days, the dispute shall be referred to the Directors or Executive Directors of the respective Parties. If the dispute is not resolved by the

Directors or Executive Directors within thirty (30) business days of the dispute being brought to their attention, any impacted Party may pursue any other remedy available under Florida law. Each Party shall continue performance of the respective obligations under this Agreement while matters in dispute are being resolved, unless the Party terminates the Agreement as permitted in Article 6 herein.

ARTICLE 11

MISCELLANEOUS

- 11.1 ASSIGNMENT. This Agreement, or any interest herein, may not be assigned, transferred or otherwise encumbered, under any circumstances by any Party without the prior written consent of the other Party to this Agreement.
- 11.2 STATE AND FEDERAL LAWS. The provisions of this Agreement shall comply with all applicable state and federal laws. This Agreement shall be construed in accordance with the laws of the state of Florida.
- 11.3 NOTICES. Whenever a Party desires to give notice to another Party or Parties, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR BROWARD:

Director, Broward County Transportation Department
1 North University Drive, Suite 3100A
Plantation, Florida 33324

FOR PALM BEACH:

Executive Director – Palm Tran
3201 Electronics Way
West Palm Beach, Florida 33407-4618

With Copy to:
County Attorney
301 N. Olive Avenue
West Palm Beach, Florida 33401

FOR SFRTA:

Executive Director

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

FOR MIAMI-DADE:

Director, Miami-Dade Transit
701 NW 1 Court, Suite 1700
Miami, FL 33316

- 11.4 PRIOR AGREEMENTS. This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written. Notwithstanding the foregoing, this Agreement does not modify the terms of (a) the Partnership Agreement between MIAMI-DADE and SFRTA; (b) the Agreement between BROWARD and PALM BEACH for Joint Purchase Transit Fare Interoperability ("Joint Procurement Agreement"); or (c) the terms of any vendor agreement resulting from the Joint Procurement Agreement, and all aforementioned agreements shall remain in full force and effect. If there is any conflict between this Agreement and the Participation Agreement, the provisions of the Participation Agreement shall control.
- 11.5 SEVERANCE. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless any Party elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within thirty (30) days of final court action, including all available appeals. The election to terminate shall be in writing and comply with the provisions of section 12.3 herein and shall be effective upon the termination date stated in the written notice, which termination date shall not be less than 365 days after the date of such written notice.
- 11.6 REPRESENTATIONS AND WARRANTIES. Each of the Parties hereby represents and warrants as to itself as follows:

- (a) It is duly organized and validly existing under the constitution and laws of the state of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder;
- (b) This Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

11.7 JOINT PREPARATION. Each Party and its counsel have participated fully in the review and revision of this Agreement and acknowledge 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

11.8 INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

11.9 THIRD PARTY BENEFICIARIES. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.10 AMENDMENTS. The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties or others delegated authority to or otherwise authorized to execute same on their behalf.

11.11 JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the

state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

- 11.12 MULTIPLE ORIGINALS. Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.
- 11.13 FORCE MAJEURE. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed.
- 11.14 NON DISCRIMINATION. No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

The Parties shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate. The Parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services herein, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the Parties shall take affirmative steps to prevent discrimination in employment against disabled persons.

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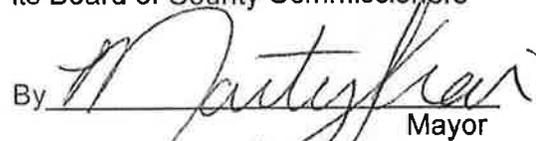
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 26 day of January, 2016, and MIAMI-DADE COUNTY, signing by and through its _____, duly authorized to execute same and PALM BEACH COUNTY, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same and SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST.


Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

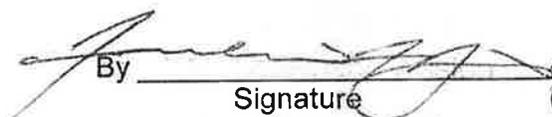
BROWARD COUNTY, by and through
its Board of County Commissioners

By 
Mayor

26 day of January, 2016

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County
Risk Management Division

By  1/20/16
Signature (Date)

By  1/21/16
Angela J. Wallace (Date)
Deputy County Attorney

Print Name and Title above

AJW/RDH
11/24/2015
Four Party Agreement - Transit Fare Interoperability Project
15-114.00



AGREEMENT AMONG BROWARD COUNTY, MIAMI-DADE COUNTY, PALM BEACH COUNTY AND SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR TRANSIT FARE INTEROPERABILITY

MIAMI-DADE COUNTY

ATTEST:

By: _____
Witness

By: _____
County Manager or Designee
_____ day of _____, 2016

(CORPORATE SEAL)

Approved as to form and legal
Sufficiency by:

Assistant County Attorney

AGREEMENT AMONG BROWARD COUNTY, MIAMI-DADE COUNTY, PALMBEACH COUNTY AND SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR TRANSIT FARE INTEROPERABILITY

PALM BEACH COUNTY

ATTEST:

By: _____
County Clerk

By: _____
Mayor

_____ day of _____, 2016

Approved as to form
and legal sufficiency

Departmental Approval
By:

County Attorney

AGREEMENT AMONG BROWARD COUNTY, MIAMI-DADE COUNTY, PALMBEACH COUNTY AND SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR TRANSIT FARE INTEROPERABILITY

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

ATTEST:

By: _____
Chair

By: _____
Executive Director

_____ day of _____, 2016

(SFRTA CORPORATE SEAL)

Approved as to form and legal Sufficiency by:

Christopher Bross, Director
Contracts Administration and Procurement

Teresa Moore, General Counsel

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 27, 2016

AGENDA ITEM REPORT

Consent Regular

AGREEMENT NO. 10-005
BROOKVILLE EQUIPMENT CORPORATION
PROCUREMENT OF NEW COMMUTER RAIL LOCOMOTIVES
CHANGE ORDER NO. 7

REQUESTED ACTION:

MOTION TO APPROVE: Change Order No. 7 to Agreement No. 10-005 between South Florida Regional Transportation Authority (SFRTA) and Brookville Equipment Corporation (BEC) for additional spare parts not to exceed \$2,402,696 and for a credit for the liquidated damages of \$698,200, subject to FTA concurrence, for a total of \$1,704,496.

SUMMARY EXPLANATION AND BACKGROUND:

On February 25, 2011, SFRTA awarded the contract for new rail locomotives to Brookville Equipment Corporation (BEC) Since then, 6 change orders have been issued under the contract for the following:

Change Order No. 1 was issued on September 27, 2012 to purchase 2 of the option locomotives in the amount of \$7,670,000.00; Change Order No. 2 was issued on September 27, 2012 for Positive Train Control equipment installations for the 10 base and 2 option locomotives in the amount of \$378,572.00; Change Order No. 3 was issued on September 27, 2012 for no cost technical clarifications; Change Order No. 4 was issued on December 2, 2015 for wider side view mirrors in the amount of \$9,996.00; Change Order No. 5 was issued on March 23, 2016 for wraps, additional front plow structural support, dynamic brake and door control circuit changes and 3 credits from BEC for air compressor, stainless steel pipe and HEP engine changes in the amount of \$78,045.00; and Change Order No. 6 was issued on March 23, 2016 for spare parts storage in the amount of \$98,750.00.

(Continued on page 2)

Department: Operations
Project Manager: Bradley Barkman

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding is available from a combination of American Recovery and Reinvestment Act (ARRA), Federal, State and capital budget sources, as identified in the approved FY-15-16 Capital Budget.

EXHIBITS ATTACHED: Exhibit 1- Change Order No. 7

AGREEMENT NO. 10-005
BROOKVILLE EQUIPMENT CORPORATION
PROCUREMENT OF NEW COMMUTER RAIL LOCOMOTIVES
CHANGE ORDER NO. 7

SUMMARY EXPLANATION AND BACKGROUND: (continued)

During construction of the locomotives it was identified that the amount of spare parts included in the base contract was insufficient to ensure for proper maintenance, service availability and useful life. Therefore, Staff is recommending the purchase of an additional \$2,402,696 in spare parts.

Subject to FTA concurrence, SFRTA agrees to waive Liquidated damages (LD's) for delayed delivery of the locomotives in the agreed-upon amount of \$698,200 for all LD's. BEC has agreed to provide spare parts in lieu of any LD claim, thus reducing the cost of the spare parts in Change Order No. 7 from \$2,402,696 to \$1,704,496.

AGREEMENT NO. 10-005
BROOKVILLE EQUIPMENT CORPORATION
PROCUREMENT OF NEW COMMUTER RAIL LOCOMOTIVES

Recommended by:  5/18/16 Date
Department Director Date

Approved by:  5/19/16 Date
Procurement Director Date

Authorized by:  5/20/16 Date
FOR Executive Director Date

Approved as to Form by:  5/20/16 Date
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams	<input type="checkbox"/> Yes <input type="checkbox"/> No	Gerry O'Reilly	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Bruno Barreiro	<input type="checkbox"/> Yes <input type="checkbox"/> No	F. Martin Perry	<input type="checkbox"/> Yes <input type="checkbox"/> No
Andrew Frey	<input type="checkbox"/> Yes <input type="checkbox"/> No	Commissioner 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
Nick A. Inamdar	<input type="checkbox"/> Yes <input type="checkbox"/> No	Beth Talabisco	<input type="checkbox"/> Yes <input type="checkbox"/> No



CHANGE ORDER

Contract No. 10-005

Change Order No. 7

Project: Procurement of New Commuter Rail Locomotives

Contractor: Brookville Equipment Corporation (BEC)

Consultant: CH2M Hill

The following changes are hereby authorized to be performed by the Contractor, for the stipulated cost and/or time extension herein, upon the signatures below by SFRTA.

Description of Changes, Reasons Therefore, and Cost and/or Time Extension for Each:

1. **Change:** SFRTA initiated change to purchase additional spare parts recommended by BEC in addition to those included in the base contract not to exceed \$1,704,496.00, after the application of the negotiated settlement of potential liquidated damages.

This change order summarizes the terms of the settlement between SFRTA and BEC concerning delays in the delivery of equipment by BEC to SFRTA. Credit to SFRTA as negotiated settlement of potential liquidated damages for late delivery of locomotives is in the amount of \$698,200.00.

BEC provided the total amount of \$2,500,000.00 of spare parts in the original base order of the contract. This Change Order No. 7 is for the purchase of \$2,402,69.61 of additional spare parts for a total amount of \$4,902,696.61 (spreadsheet attached). The negotiated settlement of potential liquidated damages is applied after calculation of the spare parts cost.

Reason for change: During construction of the locomotives it was identified that the amount of spare parts included in the base contract was insufficient to ensure for proper maintenance, service availability and useful life.

Cost of Change: $(\$2,402,696 - \$698,200 = \$1,704,496.)$ **\$ 1,704,496**

Time Extension for change: None

TOTAL CHANGE ORDER NO. 7 **\$ 1,704,496**

The changes above are hereby authorized to be performed by the Contractor, for the stipulated cost and/or time extension herein, upon the signature below by the Executive Director of SFRTA.

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

SFRTA and the Contractor agree that the Contract time adjustment and the sum agreed to in this Change Order constitutes a full and complete settlement of all the matters set forth herein, including all direct cost for equipment, manpower, materials, overhead, profit, and delay relating to the issues set forth in the Change Order. Furthermore, the Contractor accepts the terms of this Change Order as related to cost determinations as full compensation for all costs of equipment, manpower, materials, overhead, profit and delay damages and for all their costs. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Change Order.

Accepted by Procurement:

Signature: _____

Name and Title: _____

Date: _____

Accepted by Project Manager:

Signature: _____

Name and Title: _____

Date: _____

Accepted by Contractor:

Signature: BT

Name and Title: Brandi McNeil, Vice President

Date: May 19, 2016

Approved by SFRTA Executive Director:

Signature: _____

Name and Title: _____

Date: _____

Approved as to form and legal sufficiency:

Signature: _____

Name and Title: _____

Date: _____

Approved by SFRTA Governing Board:

Signature: _____

Name and Title: _____

Date: _____



CHANGE ORDER SUMMARY

Contract No. 10-005
Change Order No. 7
Project: Procurement of New Commuter Rail Locomotives
Contractor: Brookville Equipment Corporation
Consultant:

CHANGE ORDER COST SUMMARY

Original Contract Amount:	\$ <u>44,788,000</u>
Cost of Change Orders To-Date:	\$ <u>8,253,363.60</u>
	SUB-TOTAL COST \$ <u>53,023,363.60</u>
Cost of This Change Order:	\$ <u>1,704,496</u>
	TOTAL COST \$ <u>54,727,859.60</u>

CHANGE ORDER TIME SUMMARY

Original Contract Time: NTP Plus 26 months

Time Added / Deleted by Change Orders To-Date: **653 days**

Time Added / Deleted by This Change Order: **None**

CHANGE ORDER HISTORY

Change Order No.	Date	Increase (+) or Decrease (-)
1	September 27, 2012	+ \$7,670,000
2	September 27, 2012	+ \$ 378,572
3	October 26, 2012	-0-
4	December 2, 2015	+ 9,996
5	March 23, 2016	+\$ 78,045.60
6	March 23, 2016	+\$ 98,750.00
7	May 27, 2016	+\$ 1,704,496.

SPARE PARTS LIST				
Total		\$ 4,902,696.61		
BECPart No.	Part Description	Price Each	QTY	Total Cost
62044	#24 2" to 1" Diameter x 9/16" W All SS Hose Clamp	\$ 1.62	4	\$ 6.48
02-15005	KEEPER PIN	\$ 64.94	4	\$ 259.76
03-31093	T.M. NOSE PACK ASSEMBLY	\$ 525.00	4	\$ 2,100.00
03-31095	DUST SEAL GUARD BOOT	\$ 157.04	1	\$ 157.04
03-31096	DUST SEAL GUARD CLAMP	\$ 127.43	5	\$ 637.14
03-31107	LOCK NUT FOR SAFETY STRAP	\$ 3.64	12	\$ 43.68
03-31108	BOLT-STRAP MOUNTING	\$ 1.19	8	\$ 9.52
03-31142	ELETRONIC BRAKE VALVE	\$ 7,098.00	2	\$ 14,196.00
03-31143-01	EQUALIZING RESERVOIR,CONTROL PORT	\$ 4,436.25	1	\$ 4,436.25
03-31143-02	CONTROL PORTION,16	\$ 4,368.00	1	\$ 4,368.00
03-31143-03	CONTROL PORTION,20	\$ 3,139.50	1	\$ 3,139.50
03-31143-04	CONTROL PORTION,13	\$ 2,218.13	1	\$ 2,218.13
03-31143-05	BRAKE CYLINDER,CONTROL PORTION	\$ 2,866.50	1	\$ 2,866.50
03-31143-06	BRAKE PIPE,CONTROL PORTION	\$ 3,617.25	1	\$ 3,617.25
03-31143-07	VALVE,DB TRIPLE	\$ 1,842.75	1	\$ 1,842.75
03-31143-08	JUNCTION BOX, POWER SUPPLY	\$ 3,685.50	1	\$ 3,685.50
03-31143-09	RELAY,CONTROL PORTION	\$ 5,596.50	1	\$ 5,596.50
03-31143-10	CABLE ASSEMBLY,EPCU	\$ 1,296.75	1	\$ 1,296.75
03-31143-11	CABLE ASSEMBLY,RCP-PSJB	\$ 477.75	1	\$ 477.75
03-31144	MULTI INPUT OUTPUT NODE	\$ 6,142.50	2	\$ 12,285.00
03-31154	SPRING APPLIED BRAKE CALIPER	\$ 8,906.63	11	\$ 97,972.93
03-31155	EXTENSION SLEEVE 40mm	\$ 26.30	40	\$ 1,052.00
03-31156	BRAKE PAD	\$ 236.25	100	\$ 23,625.00
03-31157	WHEEL MOUNTED DISC	\$ 4,163.25	2	\$ 8,326.50
03-31158	TREAD BRAKE UNIT,LH	\$ 4,995.00	11	\$ 54,945.00
03-31159	TREAD BRAKE UNIT,RH	\$ 4,791.15	11	\$ 52,702.65
03-31160	EMERGENCY RELEASE	\$ 757.58	2	\$ 1,515.16
03-31161	EMERGENCY RELEASE	\$ 757.58	1	\$ 757.58
03-31162	SPRING ACT. MODULE	\$ 5,733.00	1	\$ 5,733.00
03-31167	BALL COCK,1/2",W/ELECTRICAL CONTACT	\$ 345.77	1	\$ 345.77
03-31168	HEXAGON NUT,M20-2.5	\$ 27.30	8	\$ 218.40
03-31169	M20-2.5X140 mm	\$ 61.43	16	\$ 982.88
03-31170	M20-2.5X95 mm	\$ 88.73	32	\$ 2,839.36
03-31171	BRAKE SHOE,SEMI-METALLIC,2"	\$ 100.60	124	\$ 12,474.40
03-31172	FITTING,ISO G1/2 TO M22X1.5 60DEG	\$ 42.08	12	\$ 504.96
03-31173	FITTING,ISO G1/4 TO M16X1.5 60 DEG	\$ 23.67	4	\$ 94.68
03-31175	BRAKE SHOE,KEY	\$ 21.70	8	\$ 173.58
06-10315	DOOR,ASSY,INSWING RH SUB	\$ 3,260.99	1	\$ 3,260.99
06-10316	DOOR,ASSY,INSWING LH SUB	\$ 3,260.99	1	\$ 3,260.99
06-10317	DOOR,ASSY,INSWING RH SUB,PORTHOLE	\$ 2,526.62	1	\$ 2,526.62
06-10320	DOOR,INTERIOR,CLIPPED CORNER RH	\$ 1,471.47	1	\$ 1,471.47
06-10321	DOOR,INTERIOR,CLIPPED CORNER LH	\$ 1,471.47	1	\$ 1,471.47
06-10322	DOOR,INTERIOR LH,REINFORCED	\$ 1,553.37	1	\$ 1,553.37
06-10323	DOOR,INTERIOR LH	\$ 1,451.00	1	\$ 1,451.00
06-10324	DOOR,SLIDING	\$ 1,905.54	1	\$ 1,905.54
06-10325	HATCH,EMERGENCY	\$ 994.14	1	\$ 994.14
07-20278	VALVE,DRAIN	\$ 1,669.99	2	\$ 3,339.98
07-20281	FITTING,TEST,PRESSURE SWITCH	\$ 117.32	2	\$ 234.64
07-20294	FILTER,MAIN RES #2 OUT	\$ 480.75	6	\$ 2,884.48
07-20330	SOLENOID VALVE,64V	\$ 336.84	2	\$ 673.68
07-20331	GAUGE,AIR DUPLEX	\$ 709.59	3	\$ 2,128.77
07-20346	CHECK VALVE,1" NO ORIFICE (3PSI)	\$ 379.96	4	\$ 1,519.84
07-20347	ADAPTER,1" ORIFICE 5/16,CHOKE ORF	\$ 130.83	1	\$ 130.83
07-20426	BELL,ELECTRONIC,373 SERIES	\$ 1,873.87	2	\$ 3,747.74
07-20427	AIR COMPRESSOR,GAR 37 A	\$ 36,379.00	2	\$ 72,758.00
07-20428	HORN,S CHIME,TRUMPET,NATHAN	\$ 1,822.28	2	\$ 3,644.56
07-20428-1	GASKET,FOR 07-20428	\$ 35.00	1	\$ 35.00
07-40758	RUBBER,SANDER DUCK BILL	\$ 8.12	4	\$ 32.48
07-97625	AIR DRYER,994	\$ 8,991.75	2	\$ 17,983.50
07-97627	VALVE, MANUAL DRAIN	\$ 180.52	2	\$ 361.04
07-97629	VALVE, ELEC.SANDER CONTROL/TRANZORB	\$ 434.00	2	\$ 868.00
07-97633	FILTER,BAG	\$ 65.46	4	\$ 261.86
07-97634	VALVE,HORN,MOD,74VDC W/TRANZORB	\$ 1,956.81	1	\$ 1,956.81
08-20099	ISOLATION ELEMENT	\$ 1,616.00	4	\$ 6,464.00
08-20109	SENSOR,PRESSURE DIFFERENTIAL TRANS	\$ 1,413.38	1	\$ 1,413.38
08-20110	SENSOR,TEMPERATURE	\$ 1,238.40	1	\$ 1,238.40
08-20116	16" ID X 48-3/8" CW-325 FLEX-DUCT	\$ 757.80	1	\$ 757.80
08-30047	ELBOW, 90 DEG, W/TUBE EXTENSION	\$ 1,248.49	2	\$ 2,496.98
08-30048	ELBOW, 90 DEG, FIXED FLANGE EXTEN	\$ 1,562.48	2	\$ 3,124.96
08-30049	BELLOW EXHAUST EXPANSION	\$ 803.67	2	\$ 1,607.34
1/4" X 3" CP	1/4" X 3" COTTER PIN	\$ 0.34	8	\$ 2.72
10 LW	10-24 LOCKWASHER	\$ 0.02	8	\$ 0.16

SPARE PARTS LIST

Total		\$ 4,902,696.61		
BECPart No.	Part Description	Price Each	QTY	Total Cost
10-10002	RECEPTAL,FAN,3 POLE	\$ 88.01	2	\$ 176.01
10-10004	MARKER LIGHT HOUSING,LOCOMOTIVE	\$ 154.25	2	\$ 308.50
10-10005	LIGHT,L.E.D.	\$ 294.84	6	\$ 1,769.04
10-10011	CONVERTER,DC/DC,45-90VDC TO 24VDC	\$ 4,695.60	1	\$ 4,695.60
10-10013	GEN FIELD RESISTOR RE2 4.8 OHM 400W	\$ 41.20	1	\$ 41.20
10-10014	GEN FIELD RESISTOR RE32 35 OHM 50 W	\$ 6.74	1	\$ 6.74
10-10015	GEN FIELD CAP 5 MFD	\$ 14.39	1	\$ 14.39
10-10030	TRANSFORMER,GENERATOR POTENTIAL	\$ 1,115.90	1	\$ 1,115.90
10-10035	RELAY,72VDC,TIME DELAY	\$ 237.10	3	\$ 711.31
10-10036	SOCKET,FRONT MOUNT/CONNECT	\$ 263.77	1	\$ 263.77
10-10051-01	CONTACTOR	\$ 53.20	2	\$ 106.40
10-10063	RECEPTACLE,2",END HUB	\$ 67.53	2	\$ 135.05
10-10064	RECEPTAL,2",THRU HUB	\$ 82.32	2	\$ 164.65
10-10109	BUSBAR UPPER,COPPER	\$ 105.76	1	\$ 105.76
10-10110	BUSBAR LOWER,COPPER	\$ 67.32	1	\$ 67.32
10-10160	GEN SET TEMP PANEL	\$ 1,785.00	2	\$ 3,570.00
10-10161	LOAD RESISTOR / BUZZER PANEL	\$ 924.00	1	\$ 924.00
10-10162	LOAD RESISTOR PANEL	\$ 924.00	1	\$ 924.00
10-10178	CONTACTOR	\$ 916.64	1	\$ 916.64
10-10184	RELAY	\$ 482.64	1	\$ 482.64
10-10220	PUSH BUTTON,RED	\$ 24.41	2	\$ 48.82
10-10221	PUSH BUTTON,GREEN	\$ 24.41	2	\$ 48.82
10-10222	PUSH BUTTON,YELLOW	\$ 24.41	2	\$ 48.82
10-10243	RELAY,74VDC COIL,3PDT,HEAVY DUTY	\$ 155.92	2	\$ 311.84
10-10411	BUZZER,32V	\$ 313.95	1	\$ 313.95
10-10460	BELL	\$ 167.49	1	\$ 167.49
10-10467	CONTACTOR,3 POLE,74VDC COIL,140A	\$ 795.88	3	\$ 2,387.64
10-10468	FAN/MOTOR,9 BLADE,8 POLE,3.33V/HZ	\$ 17,150.00	3	\$ 51,450.00
10-10469	RESISTOR,SHUNTING,.018OHMS	\$ 595.00	2	\$ 1,190.00
10-10470	DB GRID ASSY,RADIAL,950A	\$ 40,722.15	1	\$ 40,722.15
10-10472	TECU BOX,6 SLOT	\$ 2,636.20	1	\$ 2,636.20
10-10484	CONTACTOR, 4 POLE, LTT/FS	\$ 1,591.49	2	\$ 3,182.98
10-10485	BUS BAR, L	\$ 35.42	2	\$ 70.85
10-10486	SWITCH ASSY, TRANSFER, W/OUT CUTOFF	\$ 1,192.00	2	\$ 2,383.99
10-10487	CONTACTOR, GENERATOR FIELD	\$ 1,313.46	1	\$ 1,313.46
10-10488	CONTACTOR, STARTING AUX	\$ 1,144.50	1	\$ 1,144.50
10-10489	CONTACTOR, 2 POLE	\$ 1,550.57	1	\$ 1,550.57
10-10490	CONTACTOR, 1 POLE	\$ 516.31	1	\$ 516.31
10-10491	RELAY, GROUND	\$ 1,003.08	1	\$ 1,003.08
10-10493	RESISTOR, 2.4 - 2.4 OHM, 500 W	\$ 116.22	1	\$ 116.22
10-10494	LOAD METER, 1000-0-1650A, 1V/150A	\$ 408.97	2	\$ 817.94
10-10495	EVENT RECORDER SYSTEM	\$ 12,593.00	3	\$ 37,779.00
10-10506	P1 CABLE, AIR MANIFOLD	\$ 745.73	1	\$ 745.73
10-10507	PRESSURE TRANSDUCER, 200 PSI	\$ 737.10	1	\$ 737.10
10-10508	TMS CREW ALERT, HORIZONTAL MOUNT	\$ 1,253.00	2	\$ 2,506.00
10-10510	ISOLATION AMPLIFIER 74V	\$ 1,818.60	1	\$ 1,818.60
10-10515	REMOTE USB DOWNLOAD PORT	\$ 2,040.68	1	\$ 2,040.68
10-10517	SPEED INDICATOR MODULE 74V 120 MPH	\$ 2,793.00	2	\$ 5,586.00
10-10519	SPEED INDICATOR DISPLAY 120 MPH	\$ 1,906.91	3	\$ 5,720.73
10-10522	AXLE GENERATOR, 120 PPR,DUAL OUTPUT	\$ 2,499.00	2	\$ 4,998.00
10-10523	AXLE GENERATOR DRIVE SHAFT	\$ 197.25	3	\$ 591.75
10-10526	FAN/MOTOR,8 BLADE,4/8POLE,480V,60HZ	\$ 17,150.00	2	\$ 34,300.00
10-10529	RELAY,74VDC COIL,3PDT,CRITICAL	\$ 340.05	4	\$ 1,360.18
10-10530	RELAY,36VDC COIL,3PDT,HEAVY DUTY	\$ 248.67	1	\$ 248.67
10-10532	RECTIFIER, BRIDGE	\$ 166.52	1	\$ 166.52
10-10534	COVER ASSEMBLY, TEST PANEL	\$ 49.18	1	\$ 49.18
10-10538	RESISTOR, 50-50-10 OHM, 160W	\$ 88.12	1	\$ 88.12
10-10539	TRANSFORMER	\$ 176.95	1	\$ 176.95
10-10542	SWITCH, ROTARY, ENG START/PRIME	\$ 246.51	1	\$ 246.51
10-10544	SWITCH, SLIDE, 2-NO	\$ 31.60	2	\$ 63.20
10-10545	SWITCH, SLIDE, GEN FIELD	\$ 26.78	1	\$ 26.78
10-10546	SWITCH,MUSHROOM,1 SPDT	\$ 288.61	1	\$ 288.61
10-10547	BLOWER/MOTOR ASSY,21 HP,3.33 V/HZ	\$ 11,015.20	4	\$ 44,060.80
10-10548	MICROPHONE,HAND,CLEAN CAB RADIO	\$ 124.60	1	\$ 124.60
10-10549	SPEAKER PANEL,WITH VOLUME CONTROL	\$ 210.00	1	\$ 210.00
10-10551	ANTENNA,LOW PROFILE,161 MHZ	\$ 330.25	1	\$ 330.25
10-10552	SENSOR,WATER LEVEL,CAPACITIVE	\$ 114.44	3	\$ 343.32
10-10553	SENSOR,WATER LEVEL,CAPACITIVE	\$ 114.44	1	\$ 114.44
10-110144	CIRCUIT BREAKER	\$ 15.71	1	\$ 15.71
10-110162	SWITCH,HEADLIGHT,4POS,3POLE	\$ 164.09	4	\$ 656.38
10-110190	FUEL GAUGE HOUSING	\$ 136.84	2	\$ 273.67
10-110191	GAUGE GLASS	\$ 44.23	2	\$ 88.45
10-110192	GAUGE GLASS GASKET	\$ 4.04	4	\$ 16.16

SPARE PARTS LIST

Total		\$ 4,902,696.61		
BECPart No.	Part Description	Price Each	QTY	Total Cost
10-110206	RECTIFIER ASSY.			
10-11023	CIRCUIT BREAKER,40 AMP	\$ 3,720.77	1	\$ 3,720.77
10-11060	PRESSURE XMITTER	\$ 40.49	1	\$ 40.49
10-11065	TRANSDUCER, 0-200PSI	\$ 1,002.40	2	\$ 2,004.80
10-11066	TRANSDUCER, 0-100PSI	\$ 439.50	4	\$ 1,758.00
10-11087	RECEPTACLE,WALL MOUNT,BAYONET,12SZ	\$ 439.50	2	\$ 879.00
10-11088	RECEPTACLE,WALL MOUNT,BAYONET,12S	\$ 58.56	2	\$ 117.12
10-11089	RECEPTACLE,WALL MOUNT,BAYONET,4S	\$ 58.56	2	\$ 117.12
10-20346	RESISTOR ASSEMBLY	\$ 56.58	2	\$ 113.16
10-20668	LIGHT,CAB/EMER,LED,74 VDC	\$ 44.97	4	\$ 179.87
10-20669	LIGHT,READING, LED, 74 VDC	\$ 1,351.24	3	\$ 4,053.71
10-20670	LIGHT,STEP/GRD, LED, 74 VDC	\$ 371.42	6	\$ 2,228.52
10-20671	LIGHT,FLOOD,LED,WHT,74 VDC	\$ 366.10	4	\$ 1,464.40
10-20672	LIGHT,INT STEP, LED,74 VDC	\$ 418.88	1	\$ 418.88
10-20673	LIGHT,EXT STEP,LED,74 VDC	\$ 453.81	5	\$ 2,269.05
10-20674	LIGHT,ENG RM, LED,74VDC/120VAC	\$ 376.95	5	\$ 1,884.75
10-20675	LIGHT,PLATFORM,LED,74VDC	\$ 391.44	4	\$ 1,565.76
10-20676	LIGHT,WATCH,LED,74VDC	\$ 478.80	4	\$ 1,915.20
10-20677	LIGHT,CABINET,LED,74VDC/120VAC	\$ 134.12	2	\$ 268.24
10-20678	CIRCUIT BREAKER 3A, 2 POLE	\$ 574.63	3	\$ 1,723.89
10-20679	CIRCUIT BREAKER 20A, 2 POLE	\$ 27.36	2	\$ 54.73
10-20680	CLASP,CRIMP,1480/24	\$ 27.96	2	\$ 55.92
10-20691	SWITCH,SNAP ACTION	\$ 59.25	10	\$ 592.52
10-20695	VOLTMETER,0-600VAC,ANALOG,4.5" SQ	\$ 167.65	3	\$ 502.95
10-20696	BLOWER/MOTOR ASSEMBLY,5HP,3025CFM	\$ 140.00	1	\$ 140.00
10-20697	BLOWER/MOTOR ASSEMBLY,3HP,2500CFM	\$ 10,145.80	2	\$ 20,291.60
10-20699	TRANSFORMER,1PH,3KVA,480V-120V/240V	\$ 9,307.20	2	\$ 18,614.40
10-20700	INLET,FLANGED,15A,125V	\$ 1,121.07	1	\$ 1,121.07
10-20701	RECEPTACLE,FLANGED,20A,125V	\$ 49.38	1	\$ 49.38
10-20702	RECEPTACLE,20A,250V	\$ 50.14	1	\$ 50.14
10-20704	CONTACTOR,4P,30A,2NO/2NC,120VAC COL	\$ 21.01	1	\$ 21.01
10-20705	SURGE SUPPRESSOR,ABB,50-133VAC	\$ 50.29	1	\$ 50.29
10-20706	RECEPTACLE ASSY,480V,W/HOUSING,9	\$ 16.20	1	\$ 16.20
10-20707	JUMPER ASSY,FIXED,480V,W/STRAIN R	\$ 745.50	2	\$ 1,491.00
10-20708	RECEPTACLE,27PT,MU YELLOW,W/CRIMP	\$ 1,213.49	2	\$ 2,426.98
10-20709	RECEPTACLE,27PT,COM RED,W/CRIMP	\$ 175.00	2	\$ 350.00
10-20713	INDICATOR PANEL,LED,72V	\$ 175.00	2	\$ 350.00
10-20714	INDICATOR PANEL,LED,72V	\$ 883.84	1	\$ 883.84
10-20715	INDICATOR PANEL,LED,72V	\$ 883.84	1	\$ 883.84
10-20716	INDICATOR PANEL,LED,72V	\$ 883.91	1	\$ 883.91
10-20717	INDICATOR PANEL,LED,72V	\$ 883.84	1	\$ 883.84
10-20718	INDICATOR PANEL,LED,72V	\$ 883.84	1	\$ 883.84
10-20719	INDICATOR PANEL,LED,72V	\$ 819.00	1	\$ 819.00
10-20720	INDICATOR PANEL,LED,24V,HEP	\$ 883.84	1	\$ 883.84
10-20721	INDICATOR PANEL,LED,24V,HEP	\$ 883.84	1	\$ 883.84
10-20722	WIRE,HARNESS,7FT,15PIN SUB D	\$ 883.84	1	\$ 883.84
10-20723	8-POSITION ROTARY SWITCH, HVAC	\$ 819.00	1	\$ 819.00
10-20725	RECEPTACLE,WALL MOUNT,6S,HANDSET	\$ 308.37	5	\$ 1,541.85
10-20737	SWITCH,TOGGLE,2 WAY,30.5MM	\$ 29.17	2	\$ 58.34
10-20738	SWITCH,OPR,2BUTTON,W/O BUTTON	\$ 237.30	1	\$ 237.30
10-20739	BUTTON,3/16", POSITION C,BELL ON	\$ 39.68	2	\$ 79.36
10-20740	BUTTON,3/16", POSITION C,BELL OFF	\$ 10.78	2	\$ 21.56
10-20741	SWITCH,CONTACT BLOCK,1NO/1NC	\$ 10.78	2	\$ 21.56
10-20747	BLOWER/MOTOR ASSEMBLY,5HP,3.33V/HZ	\$ 32.94	4	\$ 131.76
10-20748	BLOWER/MOTOR ASSY,5HP,480V 60HZ	\$ 11,554.20	1	\$ 11,554.20
10-20750	SWITCH, SLIDE,1NO/1NC,MOMENTARY	\$ 11,223.80	1	\$ 11,223.80
10-20753	CIRCUIT BREAKER,3RV1 MCCB,100A	\$ 22.01	1	\$ 22.01
10-20755	CIRCUIT BREAKER,ED43,125A	\$ 2,269.40	4	\$ 9,077.60
10-20756	CIRCUIT BREAKER,3RV1,S3,50A	\$ 871.08	2	\$ 1,742.16
10-20757	CIRCUIT BREAKER,3RV2,S00,16A	\$ 272.01	4	\$ 1,088.02
10-20758	CIRCUIT BREAKER,3RV2,S00,10A	\$ 100.46	1	\$ 100.46
10-20760	LED,28 VDC,WEDGE BASE	\$ 96.80	2	\$ 193.60
10-20761	DC-DC 72/12V 300W SUPPLY, RAIL	\$ 13.58	4	\$ 54.32
10-20765	LED, GAGE LIGHT, DIMMER	\$ 490.04	1	\$ 490.04
10-20766	SWITCH, ROTARY, 3 POSITIONS	\$ 399.00	2	\$ 798.00
10-20767	SWITCH, ROTARY, 2 POSITIONS	\$ 800.31	1	\$ 800.31
10-20774	HANDSET, PRE-AMP, AAR	\$ 97.89	2	\$ 195.78
10-20777	SLEEVE KIT,TRACT MOTOR CABLE	\$ 147.65	1	\$ 147.65
10-20779	SWITCH,OPERATOR,RED,FLUSH	\$ 36.54	4	\$ 146.16
10-20780	SWITCH,OPERATOR,BLUE,FLUSH	\$ 29.12	4	\$ 116.48
10-20781	SWITCH,COVER,RED	\$ 29.12	4	\$ 116.48
10-20782	SWITCH,COVER,BLUE	\$ 111.57	1	\$ 111.57
10-20783	SWITCH,CONTACT BLOCK,1NO/1NC	\$ 92.04	1	\$ 92.04
		\$ 20.41	10	\$ 204.10

SPARE PARTS LIST

Total		\$ 4,902,696.61		
BECPart No.	Part Description	Price Each	QTY	Total Cost
10-20784	LED,110 VDC,BLUE	\$ 36.04	3	\$ 108.12
10-20785	LED,110 VDC,GREEN	\$ 36.49	10	\$ 364.90
10-20786	LED,110 VDC,RED	\$ 32.40	3	\$ 97.20
10-20787	SWITCH,OPERATOR,GREEN,FLUSH	\$ 29.12	1	\$ 29.12
10-20788	SWITCH,CONTACT BLOCK,2NO	\$ 21.57	1	\$ 21.57
10-20789	SWITCH,LED BLOCK	\$ 10.63	7	\$ 74.38
10-20800	BUZZER, WHEEL SLIP	\$ 47.23	6	\$ 283.38
10-20801	SWITCHBOARD METER,150VAC,600VAC	\$ 204.75	1	\$ 204.75
10-20803	SWITCH,MUSHROOM,ILLUMINATED,RED	\$ 383.97	1	\$ 383.97
10-20804	SWITCH,GUARD,PUSH PULL	\$ 44.31	1	\$ 44.31
10-20805	SWITCH,MUSHROOM,YELLOW	\$ 205.11	1	\$ 205.11
10-20806	EFCO SWITCH	\$ 142.71	1	\$ 142.71
10-20807	PUSH BUTTON,BLACK	\$ 22.48	2	\$ 44.96
10-20808	SWITCH,CONTACT BLOCK,1NC	\$ 13.49	8	\$ 107.92
10-20809	SWITCH,CONTACT BLOCK,2NO	\$ 26.82	5	\$ 134.10
10-20812	NUMBER BOARD, LED INSERT, 74 VDC	\$ 612.08	2	\$ 1,224.16
10-20815	FAN, 92 X 92 X 32MM, 12 VDC	\$ 42.83	1	\$ 42.83
10-20818	BREAKER,2 POLE,10AMP	\$ 436.28	3	\$ 1,308.84
10-20819	BREAKER, 3 POLE, 125 AMP	\$ 917.32	3	\$ 2,751.96
10-20825	SWITCH,FACE,PUSHBUTTON	\$ 4.13	2	\$ 8.26
10-20826	SWITCH, LENS, GREEN	\$ 0.98	2	\$ 1.96
10-20827	SWITCH, ACTUATOR, PUSHBUTTON	\$ 3.67	2	\$ 7.34
10-20828	SWITCH, CONTACTS, 1NC 1NO	\$ 16.81	2	\$ 33.63
10-20829	SWITCH, LAMP HOLDER	\$ 10.23	2	\$ 20.47
10-20836	ANTENNA MOUNT, NMO HIGH FREQUENCY	\$ 42.28	1	\$ 42.28
10-20837	ANTENNA, 800 AND 1900 MHZ CELL, NMO	\$ 88.83	1	\$ 88.83
10-20838	ANTENNA, 2400 MHZ, NMO (HF) MOUNT	\$ 67.06	1	\$ 67.06
10-20839	ANTENNA MOUNT, NMO LOW FREQUENCY	\$ 46.97	1	\$ 46.97
10-20971	PRESSURE TRANSDUCER	\$ 448.75	1	\$ 448.75
10-24SHCS5/8	10-24 SOCKET HEAD CAP SCREW, 5/8" LONG	\$ 1.44	8	\$ 11.49
10-9728	MOTOR MODULE ASSY	\$ 2,785.75	1	\$ 2,785.75
10-9729	REVERSER MODULE	\$ 1,328.81	1	\$ 1,328.81
10-9731	TYPE 716 1600AMP CTR	\$ 1,343.83	2	\$ 2,687.66
10-9738	RELAY,74VDC COIL,2PDT,HEAVY DUTY	\$ 159.60	3	\$ 478.80
10-9739	RELAY,74VDC COIL,4PDT,HEAVY DUTY	\$ 253.68	2	\$ 507.36
10-9760	SWITCH	\$ 28.17	1	\$ 28.17
10-9762	SWITCH AUX. CAB HEATER	\$ 106.33	1	\$ 106.33
10-9772	ISOLATION SWITCH	\$ 204.88	1	\$ 204.88
10-9773	BATTERY CHARGE METER	\$ 259.82	1	\$ 259.82
10-9774	SWITCH LIGHT	\$ 28.60	1	\$ 28.60
10-9775	SWITCH HEADLIGHT CONTROL	\$ 157.88	1	\$ 157.88
10-9776	OUTLET 74 VDC	\$ 31.11	1	\$ 31.11
10-9787	C.B. 15A, 2 POLE	\$ 39.95	2	\$ 79.89
10-9788	C.B. 30, 2 POLE	\$ 35.17	2	\$ 70.34
10-9791	C.B. 5A, 2 POLE	\$ 27.36	2	\$ 54.73
10-9839	RELAY, GROUND RELAY	\$ 1,068.58	1	\$ 1,068.58
10-99289-1	LIGHT,CONTROLLER,DITCH LIGHT	\$ 1,099.00	2	\$ 2,198.00
10-99302	BOOT,SWITCH,BOOT	\$ 51.28	1	\$ 51.28
10-99316	BELL,ALARM	\$ 153.65	1	\$ 153.65
10-99317	SHUNT,BATTERY CHARGING	\$ 171.87	1	\$ 171.87
10-99318	SWITCH,BATTERY KNIFE	\$ 589.86	1	\$ 589.86
10-99320	RESISTOR,HEADLIGHT	\$ 46.56	2	\$ 93.13
10-99321	RESISTOR,HEADLIGHT	\$ 82.63	2	\$ 165.26
10-99323	LIGHT,DUAL HEADLIGHT ASSEMBLY	\$ 573.30	3	\$ 1,719.90
10-99580	DIODE	\$ 20.82	2	\$ 41.64
10-99581	SWITCH,MOTOR CUTOUT	\$ 319.90	1	\$ 319.90
10-99729	SHUNT, 6000A, 100MV	\$ 413.00	1	\$ 413.00
10-99800	SWITCH, FLOAT, SS	\$ 264.60	4	\$ 1,058.40
10-99801	SPEED SENSOR, ACTIVE, ZERO SPEED	\$ 451.69	6	\$ 2,710.14
10-99802	TEMP SENSOR, TM SUPPORT BEARING	\$ 221.48	8	\$ 1,771.84
10-99803	TEMP SENSOR, JOURNAL BEARING	\$ 150.86	13	\$ 1,961.18
10-99804	CABLE HARNESS, T, JOURNAL BRG	\$ 443.53	7	\$ 3,104.71
10-99805	CABLE HARNESS, T, TM SUPPORT BRG	\$ 441.67	3	\$ 1,325.01
10-99958	FUSE, 400 AMP	\$ 73.22	10	\$ 732.19
13-10954	DRAFT GEAR,390 ALIGNMENT CONTROL	\$ 4,393.13	1	\$ 4,393.13
13-11198	BLACK PADDED SUN VISORS	\$ 71.05	4	\$ 284.20
13-11199	MIRROR,SIDE,LH	\$ 133.00	1	\$ 133.00
13-11200	MIRROR,SIDE,RH	\$ 133.00	1	\$ 133.00
13-11201	COUPLER CARRIER ASSEMBLY	\$ 1,510.00	2	\$ 3,020.00
13-11211	SCREW, HEX SOCKET HEAD 1/2-13 X 1-1/2	\$ 0.38	40	\$ 15.12
13-11212	SCREW, HEX SOCKET HEAD 1/2-13 X 2-1/4	\$ 0.72	15	\$ 10.80
13-19455	TRAP,SAND	\$ 299.32	2	\$ 598.64
13-19571	VENT,ROLLOVER ASSY,2" NPTF	\$ 1,023.75	1	\$ 1,023.75

SPARE PARTS LIST

Total		\$ 4,902,696.61		
BECPart No.	Part Description	Price Each	QTY	Total Cost
13-19615	TRUCK KEEPER,CAST 1040 STEEL	\$ 390.39	2	\$ 780.78
13-19620	VALVE,PRESSURE RELIEF,4"	\$ 415.98	1	\$ 415.98
13-20372	CONTROLLER ASSY,DESKTOP,W/DB	\$ 10,822.10	2	\$ 21,644.20
13-20373	BEZEL,CONTROLLER,W/DB	\$ 763.54	1	\$ 763.54
13-20379	COUPLING,20V4000R43,BUTTERFLY STYLE	\$ 39,024.52	1	\$ 39,024.52
13-20421	SEAT, JOURNAL SPRING	\$ 446.85	8	\$ 3,574.80
13-20422	BRACKET, BEARING RETAINER	\$ 26.33	8	\$ 210.64
13-20423	BEARING COVER	\$ 5.30	6	\$ 31.80
13-20424	SHIM SPRING SEAT 1/2"	\$ 71.99	8	\$ 575.92
13-20430	PEDESTAL LINER,FLOATING	\$ 56.00	16	\$ 896.00
13-20431	SANDER GUIDE, LR AND RF	\$ 84.00	2	\$ 168.00
13-20432	SANDER GUIDE, LF AND RR	\$ 84.00	2	\$ 168.00
13-20433	SHOCK ABSORBER, LATERAL	\$ 378.00	13	\$ 4,914.00
13-20434	SHOCK ABSORBER, VERTICAL	\$ 399.00	16	\$ 6,384.00
13-20435	JOURNAL BOX PAD	\$ 42.08	16	\$ 673.28
13-20444	SEAT,LOCO,HIGHBACK	\$ 1,561.50	2	\$ 3,123.01
13-20445	PEDESTAL,FLOOR MT,GAS SPRING ASSIST	\$ 366.23	3	\$ 1,098.69
13-20470	ASSEMBLY, FUEL KIT LOCOMOTIVE	\$ 770.00	1	\$ 770.00
13-20475	FUEL TANK GAUGE	\$ 392.46	3	\$ 1,177.38
13-20481	ADAPTER,AXLE GENERATOR	\$ 170.27	2	\$ 340.53
13-20491	DUCT,AIR ASSEMBLY	\$ 918.83	4	\$ 3,675.34
13-20497	ROD,GUIDE	\$ 127.39	3	\$ 382.17
13-20504	DUCT,FLEX AIR	\$ 172.42	8	\$ 1,379.36
13-20507	HVAC,UNDERFLOOR,480VAC,3PH,60HZ	\$ 13,363.35	2	\$ 26,726.70
13-20508	HEATER,AUX,LH,74V,1500/750W	\$ 239.23	2	\$ 478.46
13-20510	REFRIGERATOR,74V,2.5CUFT	\$ 2,396.25	1	\$ 2,396.25
13-20511	TOILET,SS,15GAL,VENTED	\$ 941.85	1	\$ 941.85
13-20512	CIRCUIT BREAKER,30A,3P,600V	\$ 292.45	2	\$ 584.90
13-20513	FAN,VENT,74V	\$ 340.91	1	\$ 340.91
13-20534	COUPLER,TYPE F,LOCOMOTIVE	\$ 3,651.69	2	\$ 7,303.38
13-20537	WINDOW,ASSB,FRA 1,CENTER	\$ 4,717.40	1	\$ 4,717.40
13-20538	WINDOW,ASSB,FRA 1,LH	\$ 5,601.40	1	\$ 5,601.40
13-20539	WINDOW,ASSB,FRA 1,RH	\$ 5,601.40	1	\$ 5,601.40
13-20540	WINDOW,ASSB,SLIDING,LH	\$ 5,139.75	1	\$ 5,139.75
13-20541	WINDOW,ASSB,SLIDING,RH	\$ 5,139.75	1	\$ 5,139.75
13-20547	PUMP,FUEL	\$ 5,965.05	2	\$ 11,930.10
13-20548	TRANSDUCER,FUEL PUMP	\$ 333.06	1	\$ 333.06
13-20555	VALVE,FUEL COOLER	\$ 234.13	1	\$ 234.13
13-20568	DAMPNER MOUNT	\$ 487.20	4	\$ 1,948.80
13-20569	SPHERICAL WASHER	\$ 340.20	4	\$ 1,360.80
13-20570	FUEL RETURN VALVE, 22PSI	\$ 432.71	2	\$ 865.42
13-20573	INTERFACE BOX, LOCOMOTIVE	\$ 5,320.00	1	\$ 5,320.00
13-20574	ICCU OPERATOR, LOCOMOTIVE	\$ 3,500.00	1	\$ 3,500.00
13-20575	MONITOR SPEAKER, LOCOMOTIVE	\$ 245.70	1	\$ 245.70
13-20654	MOTOR,WIPER,80NM,72V,50 DEG,OLW	\$ 1,139.60	3	\$ 3,418.80
13-20655	MOTOR,WIPER,80NM,72V,50 DEG,ORW	\$ 1,139.60	2	\$ 2,279.20
13-20656	MOTOR,WIPER,80NM,72V,50 DEG,CTR	\$ 1,139.60	2	\$ 2,279.20
13-20657	WIPER ARM,W/WASH JETS,710MM OLW	\$ 274.29	3	\$ 822.86
13-20658	WIPER ARM,W/WASH JETS,710MM ORW	\$ 274.29	3	\$ 822.86
13-20659	WIPER ARM,W/WASH JETS,710MM CW	\$ 274.29	3	\$ 822.86
13-20660	WIPER BLADE,CURVED 32"	\$ 74.06	12	\$ 888.72
13-20661	WIPER BLADE,CURVED 36"	\$ 90.36	6	\$ 542.16
13-20662	WASH TANK,FLAME RETARDENT,20L	\$ 157.89	1	\$ 157.89
13-20663	WASH PUMP, EMC 72V	\$ 556.01	2	\$ 1,112.02
13-20664	CONTROL SWITCH,DRIVERS,72 V	\$ 169.05	1	\$ 169.05
13-20665	CONTROL BOX,72V	\$ 1,368.50	1	\$ 1,368.50
13-20666	CLIP,CLIP-BOARD STEEL	\$ 17.79	2	\$ 35.58
13-20667	DRINK HOLDER *STAINLESS STEEL*	\$ 13.64	2	\$ 27.28
13-20669	SWITCH/INDICATOR,VACUUM,15" H2O,1/7	\$ 42.21	2	\$ 84.42
13-20705	GREASE, SILICONE, HEAT SINK	\$ 26.84	2	\$ 53.68
13-20743	RESISTOR,THROTTLE LED	\$ 8.95	2	\$ 17.89
13-20744	RESISTOR,THROTTLE,MOUNT	\$ 8.09	2	\$ 16.18
13-20761	BELLOW,FRONT INERTIAL BLOWER	\$ 891.07	2	\$ 1,782.14
13-20762	BELLOW,REAR INERTIAL BLOWER	\$ 218.67	1	\$ 218.67
13-20763	BELLOW,HEP INERTIAL BLOWER	\$ 210.35	1	\$ 210.35
13-20764	BELLOW,CAB HVAC RETURN DUCT	\$ 731.50	2	\$ 1,463.00
13-20765	BELLOW,CAB HVAC SUPPLY DUCT	\$ 252.25	2	\$ 504.50
13-20766	BELLOW,REAR TM DUCT	\$ 595.55	2	\$ 1,191.10
13-20771	HANDRAIL,S/S 16" *MARINE GRADE*	\$ 27.23	1	\$ 27.23
13-20800	GAUGE,GLASS OIL-LEVEL INDICATOR 7"	\$ 37.18	1	\$ 37.18
13-20801	GAUGE,GLASS OIL-LEVEL INDICATOR 12"	\$ 68.73	1	\$ 68.73
13-20841	DRAIN VALVE,TOILET	\$ 88.18	2	\$ 176.36
13-20877	BELLOW,HEP AIR INTAKE	\$ 707.23	1	\$ 707.23

SPARE PARTS LIST

Total		\$ 4,902,696.61		
BECPart No.	Part Description	Price Each	QTY	Total Cost
13-21513	MIRROR, LOCOMOTIVE, BL36PH, RH	\$ 138.00	2	\$ 276.00
13-21514	MIRROR, LOCOMOTIVE, BL36PH, LH	\$ 138.00	2	\$ 276.00
21-1257	RADIATOR BANK, LH	\$ 35,068.60	1	\$ 35,068.60
21-1258	RADIATOR BANK, RH	\$ 35,068.60	1	\$ 35,068.60
25-10601	GENSET ASSY, CAT C18, MARATHON ALT	\$ 285,569.41	1	\$ 285,569.41
25-10602	RADIATOR	Sub of 25-10601	1	\$ -
25-10603	AIR COOLER, CHARGE	Sub of 25-10601	1	\$ -
25-10604	AIR FILTER ASSY	Sub of 25-10601	1	\$ -
25-10605	HEP CONTACTOR CABINET	Sub of 25-10601	1	\$ -
25-10606	HEP RELAY CABINET	Sub of 25-10601	1	\$ -
3/4NCB813/4	3/4" BOLT 1 3/4", LONG, GRADE 8	\$ 1.82	24	\$ 43.68
3/4NCB82	3/4" BOLT 2", LONG, GRADE 8	\$ 2.27	16	\$ 36.32
3/8 LW	3/8" LOCKWASHER	\$ 0.09	24	\$ 2.16
3/8NCB81	3/8"-16 GRADE 8 BOLT, 1" LONG	\$ 0.31	6	\$ 1.86
3/8NCB83/4	3/8"-16 GRADE 8 BOLT, 3/4" LONG	\$ 0.22	18	\$ 3.96
5/8" FW	5/8" FLAT WASHER	\$ 0.54	16	\$ 8.64
5/8" LW	5/8" LOCK WASHER	\$ 0.35	16	\$ 5.60
5/8NCB813/4	5/8" BOLT, GRADE 8, 1 3/4" LONG	\$ 1.10	16	\$ 17.60
50-28600	LVPS, BATTERY CHARGER/CONVERTER	\$ 93,081.00	1	\$ 93,081.00
50-53002	GEAR, 6GT	\$ 5,513.89	2	\$ 11,027.78
50-53003	HOUSING, BRG, MACH	\$ 7,945.41	2	\$ 15,890.82
50-53004	BEARING ADAPTER ASM-COMB	\$ 2,627.63	8	\$ 21,021.04
50-74500-1	CPU MODULE	\$ 5,922.00	2	\$ 11,844.00
50-74500-2	I/O MODULE #1	\$ 5,446.00	3	\$ 16,338.00
50-74500-5	SCR MODULE	\$ 4,676.00	2	\$ 9,352.00
50-74500-9	TM CURRENT SENSORS	\$ 651.00	2	\$ 1,302.00
50-74507	THERMISTOR, 10K OHM, AMBIENT AIR TEM	\$ 203.00	1	\$ 203.00
50-74508	THERMISTOR, 10K OHM, AIR DUCT TEMP 5	\$ 203.00	1	\$ 203.00
50-80001	TECH DISPLAY, 12	\$ 4,496.80	4	\$ 17,987.20
50-80002	CURRENT SENSOR, 360A	\$ 651.00	2	\$ 1,302.00
50-80003	LOAD METER DRIVER PANEL	\$ 1,295.00	3	\$ 3,885.00
50-80004	JOURNAL TEMP PANEL	\$ 1,225.00	3	\$ 3,675.00
50-80005	LAMP FAIL PANEL	\$ 1,169.00	6	\$ 7,014.00
50-80006	CELL PHONE MODEM	\$ 2,009.00	1	\$ 2,009.00
51-10201	BRUSH, SLIP RING, 75 X 1.75 X 2.75	\$ 558.29	12	\$ 6,699.48
51-10202/51-10255	BRUSH .50X1.75X2.75	\$ 127.50	8	\$ 1,020.00
51-10251	BEARING, OPPOSITE DRIVE END	\$ 2,827.50	1	\$ 2,827.50
51-10252	BEARING, DRIVE END	\$ 3,019.50	1	\$ 3,019.50
51-10253	TRACTION STATIC VOLTAGE REGULATOR	\$ 25,178.79	1	\$ 25,178.79
51-10254	DIODE 4000V 2200A	\$ 1,500.00	6	\$ 9,000.00
51-10256	COVER, FIBERGLASS FOR 51-10250	\$ 764.42	3	\$ 2,293.26
7/8NCNLN	7/8" GRADE 8 LOCK NUT	\$ 1.56	8	\$ 12.48
FC-1754-1	HEADLIGHT ASSEMBLY	\$ 192.47	3	\$ 577.41
LEF0002	SPLINE DRIVE PLUG, AXLE GENERATOR	\$ 327.97	2	\$ 655.94
LEF0222	SPEED SENSOR CABLE BRACKET	\$ 28.01	4	\$ 112.04
LFM0027	ALTERNATOR MODIFICATION	\$ 267,825.00	1	\$ 267,825.00
LEM0066	HEADLIGHT COVER LENS	\$ 104.02	12	\$ 1,248.24
LGC0008F1	Truck Arrangement - Spare Parts	\$ 157,429.70	2	\$ 314,859.40
LMA0014C1	CUT LEVER, FRONT RIGHT, ASSEMBLY	\$ 184.28	1	\$ 184.28
LMA0014C2	CUT LEVER, FRONT LEFT, ASSEMBLY	\$ 184.28	1	\$ 184.28
LMA0015C1	CUT LEVER, REAR RIGHT, ASSEMBLY	\$ 152.88	1	\$ 152.88
LMA0015C2	CUT LEVER, REAR LEFT, ASSEMBLY	\$ 152.88	1	\$ 152.88
LMF0006	VERTICAL SHOCK UPPER MOUNT ASM	\$ 133.35	4	\$ 533.41
LMF0007	VERTICAL SHOCK LOWER MOUNT ASSEMBLY	\$ 399.00	4	\$ 1,596.00
LMF0062	HANDRAIL, FRONT	\$ 163.80	4	\$ 655.20
LMF0063	HANDRAIL, RIGHT REAR NO. 1	\$ 491.40	1	\$ 491.40
LMF0064	HANDRAIL, RIGHT REAR NO. 2	\$ 539.18	1	\$ 539.18
LMF0065	HANDRAIL, LEFT REAR NO. 1	\$ 488.67	1	\$ 488.67
LMF0066	HANDRAIL, LEFT REAR NO. 2	\$ 539.18	1	\$ 539.18
LMF0079	CUT LEVER, CENTER	\$ 156.98	2	\$ 313.96
LMM0017	7/8" BOLT DRILLED FOR 1/4" COTTER PIN	\$ 11.56	8	\$ 92.50
LMM0025	PRIME MAINTENANCE DOOR MOD.	\$ 5,426.40	1	\$ 5,426.40
LMM0026	HEP MAINTENANCE DOOR MOD.	\$ 4,713.80	1	\$ 4,713.80
LMU0003	Axle Traction Motor Asm	\$ 178,346.40	12	\$ 2,140,156.80
LMU0004	WHEELSET ASSEMBLY	\$ 37,295.87	2	\$ 74,591.74
LSU0041	EXHAUST FILTER ASSEMBLY	\$ 342,688.00	1	\$ 342,688.00
M20FW	FLAT WASHER, 20 MM	\$ 0.58	8	\$ 4.67

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 27, 2016

AGENDA ITEM REPORT

Consent Regular

CHANGE ORDER FOR TRI-RAIL PLATFORM BUILDOUT AT THE MIAMICENTRAL
STATION

REQUESTED ACTION:

MOTION TO APPROVE: Change Order for the Tri-Rail Platform Buildout at the MiamiCentral Station (as described herein), in an amount not to exceed \$ TBD (the “Change Order”).

SUMMARY EXPLANATION AND BACKGROUND:

SFRTA has been working with AAF on this Change Order for the design and construction of the buildout of the Tri-Rail exclusive platform area at the MiamiCentral Station. The Change Order would add approximately 3500 square feet of Tri-Rail office space on the station platform at the Miami Central Station. The proposed buildout includes a ticketing room (which was omitted from AAF cost estimate, but is being added to the new estimate), crew room (which the AAF cost estimate incorrectly refers to as a dispatcher room and will be corrected in new estimate), breakroom, storage room, public restrooms and restrooms for SFRTA staff and train crews. The goal is to provide similar facilities as those provided already at the Miami Airport Station, as each are key stations in the provision of SFRTA’s Tri-Rail service.

The latest cost proposal from AAF for this Change Order is for \$768,702.35 (see Exhibit 1), but is several months old. The cost proposal is currently being updated by AAF’s contractor and we are also waiting for confirmation that the estimate includes the features previously requested by SFRTA.

(Continued on Page 2)

Department: Executive
Project Manager: Dan Mazza

Department Director: Dan Mazza
Procurement Director: N/A

FISCAL IMPACT: TBD

EXHIBITS ATTACHED: Exhibit 1: AAF Cost Estimate and Scope of Work

CHANGE ORDER FOR TRI-RAIL PLATFORM BUILDOUT AT THE MIAMICENTRAL
STATION

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

AAF has stated that if this Change Order is approved at this Board meeting, it will not charge SFRTA the 5% administrative fee (of the CO amount) that it has the ability to do under the Development Agreement (also being considered for approval this month by the Board). It has not agreed to defer any possible delay costs, which it has the ability to charge pursuant to the Development Agreement, but expediting approval of this Change Order would mitigate any such delay costs to SFRTA. As the estimate is only a rough order of magnitude, AAF has committed to providing SFRTA with an updated cost estimate prior to the Board meeting. This agenda item will be amended once that estimate is available and Staff has reviewed.

CHANGE ORDER FOR TRI-RAIL PLATFORM BUILDOUT AT THE MIAMICENTRAL STATION

Recommended by: BDD FOR DAN MAZZA 5/20/16 Approved by: [Signature]
Department Director Date Procurement Director Date

Authorized by: [Signature] 5/20/16 Approved as to Form by: [Signature]
Executive Director Date General Counsel Date 5/20/16

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Steven L. Abrams Yes No
Commissioner Bruno Barreiro Yes No
Andrew Frey Yes No
Frank Frione Yes No
Nick A. Inamdar Yes No

Gerry O'Reilly Yes No
F. Martin Perry Yes No
Commissioner Tim Ryan Yes No
James A. Scott Yes No
Beth Talabisco Yes No

TRIRAIL OPERATIONAL SPACES ON PLATFORM

Professional Fees:	\$ 177,800.00	
ROM Costs:	\$ 550,135.00	
Owner Cost:	\$ 40,767.35	
<i>Project Management (3.5%)</i>	<i>\$ 15,313.00</i>	<i>3.5% of Direct ROM Cost (\$437,500)</i>
<i>Builder's Risk Insurance (1%)</i>	<i>\$ 7,329.35</i>	<i>1% of ROM Cost+Professional Fees+Permitting Cost</i>
<i>Private Provider Review/Approval</i>	<i>\$ 5,000.00</i>	
<i>Impact Fees</i>	<i>\$ -</i>	
<i>Escalation & Contingency (3%)</i>	<i>\$ 13,125.00</i>	<i>3% of Direct ROM cost (\$437,500)</i>
FF&E +OS&E (Excluded)		
TOTAL:	\$ 768,702.35	

Explanation of Professional Fees:

Design and document "warm lit shell" spaces on the platform including, a dispatcher room, break room, storage room, employee restrooms, and fully accessible public restrooms. A/E documentation would provide enclosed and conditioned spaced that would consist of CMU walls with stucco finish, doors, access to fresh air, return air, smoke exhaust, taps into fire protection system, fire alarm, normal electrical and lighting (excluding non-life safety emergency power systems or UPS). Additional occupancy load will likely require a re-run of the NFPA 130 timed egress calculations. Some local structural reinforcement will be necessary to accommodate new CMU walls. Cost includes: Initial design study, DD level progress submission, 90% CD submission for private provider (permit revision), and 100% CD for bid/IFC, and CA services covering Architecture, Structure, MEP/FP/FA and Lighting disciplines.

TOTAL COST:	\$	768,702.35
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SUFFOLK
ALL ABOARD FLORIDA
MIAMI, FL
TRI-RAIL PLATFORM BUILDOUT

SCOPE OF WORK

Provided pricing for the enclosure and build out of the proposed Tri Rail offices located in the All Aboard Florida Miami Terminal. Budget Pricing has been requested by All Aboard Florida based on the two (2) options listed below:

1) Build additional office spaces at the Platform Level of the station based on the document provided, "KH_H.L. Platform - Working" dated 10/8/15. This pricing will include the build out of additional structure, enclosure, and interiors with a average back of house finish level.

** Please note that we have assumed the current egress stairs and infrastructure will be able to support these office spaces.

SPEC	DESCRIPTION OF WORK	COMPLETE BUILD OUT
Div 1	GENERAL REQUIREMENTS	Included
Div 2	SITE WORK & UTILITIES	NA
	DEWATERING	NA
	LANDSCAPING & IRRIGATION	NA
Div 3	CONCRETE WORK	Included
Div 4	MASONRY WORK	Included
Div 5	METAL FABRICATIONS (ROOF TRUSSES)	Included
Div 6	ROUGH CARPENTRY	Included
Div 7	WATERPROOFING & CAULKING	Included
	ROOFING & FLASHING	Included
Div 8	DOORS, FRAMES & HARDWARE	Included
	WINDOWS, STOREFRONTS, GLASS & GLAZING	Included
Div 9	STUCCO	Included
	PAINTING	Included
Div 10	SPECIALTIES	Included
Div 14	CONVEYING SYSTEMS	NA
Div 15	FIRE PROTECTION	Included
	PLUMBING	Included
	HVAC	Included
Div 16	ELECTRICAL	Included
Subtotal A (3,500 Square Foot Buildout)		\$ 437,500
Suffolk Insurance (1% Cost of Work)		\$ 35,000
CCIP (2.9%)		\$ 4,375
Subguard (1.25% of CoW for covered Subs only)		\$ 4,800
Subtotal B:		\$ 481,675

P&P Bond	\$	3,477
Operations Staff & GC's	\$	35,000
Contingency (3% of Subtotal A)	\$	13,125
Fee (3.5% of Subtotal B)	\$	16,859
Builder's Risk Insurance & Deductibles	By Owner	
Building Permit	By Owner	
Escalation	By Owner	

TOTAL: \$ 550,135



Original Item	Original Cost
Structural Steel	\$ 1,872,000
Architectural Pre-Cast	\$ 3,500,000
Misc. Metals	\$ 170,000
Canopy Glass	\$ 5,000,000
Total Direct Cost	\$ 10,542,000
15% Mark-ups	\$ 1,581,300
Total Costs for Cantiliver	\$ 12,123,300
Original Square Footage	52000
Original Cost Per square foot	\$ 233.14

Description	Width (feet)	Total Length (feet)	Area added (Sqft.)
Added Cantiliver at Westside	5	997	4985
Added cost for Cantiliver Calculation	4985	\$ 233.14	\$ 1,162,204.82

Total Added Cost for Cantiliver	\$ 1,162,204.82
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SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 27, 2016

AGENDA ITEM REPORT

Consent Regular

RESOLUTION NO. 16-02 FOR THE INTERLOCAL AGENCY AGREEMENT BETWEEN
SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY,
CITY OF MIAMI AND SFRTA FOR DESIGN AND CONSTRUCTION OF THE TRI-RAIL
DOWNTOWN MIAMI LINK STATION IMPROVEMENTS

REQUESTED ACTION:

MOTION TO APPROVE: Resolution No. 16-02 Approving the Interlocal Agency Agreement between Southeast Overtown/Park West Community Redevelopment Agency, City Of Miami And SFRTA For Design And Construction Of The Tri-Rail Downtown Miami Link Station Improvements in the not-to-exceed amount of \$17,528,059

SUMMARY EXPLANATION AND BACKGROUND:

The above referenced agreement (the "CRA/City Agreement") is one of several agreements that have been negotiated, pursuant to the Board's delegation, by Commissioner Steven Abrams, along with Executive Director Jack Stephens and General Counsel Teresa Moore. The SEOPW CRA/City of Miami Agreement is for a funding contribution of \$17,528,059 by the SEOPW CRA/City of Miami towards the design and construction of the station improvements necessary to for the Tri-Rail Downtown Miami Link Service at the Miami Central Station. The design and construction of the Tri-Rail Station Improvements will cost approximately \$50.4 million.

At its December 11, 2016 meeting, the Board approved the CRA/City Agreement in substantially the form then provided, but there have been substantive changes since then that require further approval. In addition, the City of Miami is requiring a resolution from the Board approving the SEOPW CRA/City of Miami Agreement which will be part of the bond proceedings.

A summary of changes made to the version taken to the Board at its December, 2015 meeting is provided in Exhibit 2.

Department: Legal/Executive
Project Manager: T. Moore/J. Stephens

Department Director: T. Moore/J. Stephens
Procurement Director: N/A

FISCAL IMPACT: Funds will be programmed in FY 2017-2018 Capital Budget

EXHIBITS ATTACHED: Exhibit 1 - Resolution 16-02 and SEOPW/City of Miami Agreement
Exhibit 2 - Summary of Changes

RESOLUTION NO. 16-02 FOR THE INTERLOCAL AGENCY AGREEMENT BETWEEN SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, CITY OF MIAMI AND SFRTA FOR DESIGN AND CONSTRUCTION OF THE TRI-RAIL DOWNTOWN MIAMI LINK STATION IMPROVEMENTS

Recommended by:  Department Director Date _____ Approved by:  Procurement Director Date _____

Authorized by:  5/20/16 Executive Director Date _____ Approved as to Form by:  5/20/16 General Counsel Date _____

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Steven L. Abrams ___ Yes ___ No
 Commissioner Bruno Barreiro ___ Yes ___ No
 Andrew Frey ___ Yes ___ No
 Frank Frione ___ Yes ___ No
 Nick A. Inamdar ___ Yes ___ No

Gerry O'Reilly ___ Yes ___ No
 F. Martin Perry ___ Yes ___ No
 Commissioner Tim Ryan ___ Yes ___ No
 James A. Scott ___ Yes ___ No
 Beth Talabisco ___ Yes ___ No

**SOUTH FLORIDA REGIONAL TRANSPORTATION
AUTHORITY**

RESOLUTION NO. 16-02

A RESOLUTION OF THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY APPROVING THE INTERLOCAL AGENCY AGREEMENT BY AND BETWEEN THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, THE CITY OF MIAMI AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Interlocal Agency Agreement by and between the Southeast Overtown/Park West Community Redevelopment Agency, the City of Miami and the South Florida Regional Transportation Authority, a copy of which is attached to and made a part of this resolution as Exhibit "A," is hereby approved.

Section 2. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED this _____ day of _____, 2016.

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- Andrew Frey - _____
Member – Frank Frione - _____
Member – Nick Inamdar - _____
Member – Gerry O’Reilly - _____
Member- F. Martin Perry- _____
Member – Commissioner Tim Ryan - _____
Member – James A. Scott - _____
Member- Beth Talabisco- _____
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: _____
Chair

_____ day of _____

(SFRTA seal)

Approved as to form and legal sufficiency by:

Teresa J. Moore
General Counsel, SFRTA

INTERLOCAL AGENCY AGREEMENT

BY AND AMONG

**SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT
AGENCY,**

CITY OF MIAMI, FLORIDA,

AND

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

EFFECTIVE AS OF _____, 2016

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Exhibits/Attachments

Exhibit A – Community Benefits Agreement between SFRTA and CRA

Exhibit B – Project Improvements

Exhibit C - City Commission Resolution No. 15-0339, adopted July 23, 2015

Exhibit D – Board of Directors of Southeast Overtown Park West Community Redevelopment Agency Resolution No. 15-0031, adopted July 27, 2015

Exhibit E – SFRTA Governing Board minutes containing its authorization for and adoption of this Agreement adopted December 11, 2015

Exhibit F – Designated Portion of Redevelopment Area

Exhibit G – List of Funding Sources

Exhibit H – Project Budget

Exhibit I – Schedule of Values **[OPEN, NEED EXHIBIT]**

Exhibit J – Project Schedule **[OPEN, NEED EXHIBIT]**

Exhibit K - Insurance Coverage

THIS INTERLOCAL AGENCY AGREEMENT (“**Agreement**”) made and entered into this ____ day of _____, 20____, by and between the **SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY**, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes, (the “**CRA**”), the **CITY OF MIAMI, FLORIDA**, a municipal corporation of the State of Florida (the “**City**”), and the **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, an agency created by the State of Florida pursuant to F.S.A. Section 343.53 (“**SFRTA**”).

RECITALS

A. The City is a duly recognized municipal corporation of the State of Florida pursuant to the Constitution of the State of Florida and F.S.A. Chapters 166 and 163, Part III, with the power to authorize the issuance of revenue bonds, and a public agency pursuant to F.S.A. Chapter 163, Part I.

B. SFRTA is a political agency of the State of Florida created pursuant to F.S.A. Section 343.53, having the ability to carry out powers of a regional transportation authority as provided by state law and a public agency pursuant to F.S.A. Chapter 163, Part I.

C. SFRTA, pursuant to its statutory authority, operates a passenger commuter rail service in South Florida known as “**Tri-Rail**”.

D. The CRA is a public agency and body corporate created pursuant to Section 163.356, Florida Statutes, with the multiple powers to carryout community redevelopment and related activities.

E. This Agreement is entered into upon the authority granted to the parties by F.S.A. Section 163.01, which permits local governmental units and other public agencies the abilities required to make the most efficient use of their powers by enabling them to cooperate with other

localities and other public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

F. SFRTA, the CRA and the City have determined that it would be in their mutual best interests and the best interests of the local and South Florida communities, and would serve public purposes to facilitate travel between the Redevelopment Area of the CRA, as hereinafter defined, the City, and other urban centers across South Florida to benefit community redevelopment area residents, other City residents and visitors by supporting SFRTA's extension of its Tri-Rail passenger commuter rail service (the "**Tri-Rail Downtown Miami Link**") to Downtown Miami within the City limits and within the CRA's community redevelopment area (the "**Redevelopment Area**").

G. Pursuant to the CRA's Finding of Necessity report, approved by the Board of County Commissioners of Miami-Dade County, Florida, a political subdivision of the State of Florida (the "**County**") and the City Commission of the City in February 2009 ("**Finding of Necessity**") it was determined, among other things, that structural deterioration and inadequate public transportation existed within the Redevelopment Area and the CRA has subsequently determined that the Tri-Rail Downtown Miami Link ~~Project~~ would assist the CRA achieve some of its capital improvement goals, including intermodal transportation improvements, and would serve an integral part for carrying out the CRA's redevelopment plan.

H. The CRA and the City also have determined that the Tri-Rail Downtown Miami Link (a) would be in the best interests of residents and businesses within the Redevelopment Area, and other City residents, and (b) would serve public purposes by (i) increasing tourism and

employment opportunities within the City and the Redevelopment Area, and (ii) facilitating easier travel northward for residents of the City, including residents living within the Redevelopment Area and individuals seeking access to employment, educational, and cultural opportunities, healthcare and public services.

I. The Tri-Rail Downtown Miami Link will serve public purposes by relieving some of the congestion present on South Florida's busiest roadways and by increasing positive synergies and economies of scale by connecting South Florida's local economies.

J. Assisting SFRTA with certain funding for the Tri-Rail Downtown Miami Link will also serve multiple public purposes through a community benefits agreement (the "**Community Benefits Agreement**") between the CRA and SFRTA (as more particularly described in "**Exhibit A**" attached hereto and made a part hereof) for greater job training, employment, and other economic, cultural, and educational opportunities for City residents, and for residents and businesses within the Redevelopment Area.

K. All Aboard Florida - **Operations, LLC** ("**AAF**") is presently advancing the construction of a new, inter-city passenger rail station comprised of All Aboard Florida railway terminal and approximately 180,000 sq. ft. of retail space (the "**Miami Central Station**") with a taxable value estimated by AAF of approximately One Hundred and Fifty Million and No/Dollars (\$150,000,000.00), which Miami Central Station will serve as the first of not less than four (4) phases of related development (the Miami Central Station, together with the other phases, is collectively referred to as the "**Project**") with a total taxable value of the improvements estimated by AAF of in excess of One Billion and No/Dollars (\$1,000,000,000.00) that according to the estimates provided by AAF will generate sufficient tax

increment revenues necessary to underwrite the Special Purpose Improvement Bonds (as hereinafter defined).

L. In order to assist in the implementation of the Tri-Rail Downtown Miami Link, the CRA, the City, and SFRTA wish to facilitate the reimbursement to SFRTA of certain of the design and construction costs of a governmental capital improvements project for additional platform improvements to the Miami Central Station in order to accommodate the Tri-Rail Downtown Miami Link which governmental capital improvements (1) will be located entirely within the City limits and the Redevelopment Area, and (2) to consist of (i) a sixty-two thousand (62,000) square foot passenger platform and associated trackage for Tri-Rail commuter trains; (ii) a mezzanine level consisting of columns and related structures which support the Tri-Rail platform and associate trackage; and (iii) related Miami Central Station elements including, but not limited to, portions of elevators, escalators, support spaces, and storage areas, all as more particularly described in **Exhibit “B”** attached hereto and made a part hereof, (the “**Project Improvements**”) which Project Improvements shall be the sole improvements for which the proceeds of the Special Purpose Improvement Bonds shall be expended and shall not include any future expansion or enlargement thereof).

M. SFRTA presently estimates that the required design and construction of the Project Improvements will cost approximately Fifty Million, Four Hundred Thousand Dollars and No Cents (\$50,400,000.00) (the “**Estimated Cost**”).

N. The City has, by proper City Commission Resolution No. 15-0339 adopted on July 23, 2015, a copy of which is attached hereto as **Exhibit “C”** and made a part hereof (the “**City Resolution**”), authorized its officer(s) to enter into this Agreement in order to accomplish

the City's obligations hereunder with respect to the Special Purpose Improvement Bonds to be issued by the City in connection with the Project Improvements.

O. The Board of Commissioners of the CRA pursuant to Resolution No. CRA-R-15-0031, adopted July 27, 2015, a copy of which is attached hereto as **Exhibit "D"** and made a part hereof (the "**CRA Resolution**") has authorized its Executive Director to enter into this Agreement in order to evidence the CRA's obligations hereunder in connection with the CRA Contribution (as hereinafter defined), which shall be utilized to pay debt service with respect to the Special Purpose Improvement Bonds to be issued by the City.

P. SFRTA, the CRA, and the City understand that, pursuant to the terms of the existing interlocal agreements among the City, the County, and the CRA, as a condition to the CRA's ability to make the CRA Contribution approval(s) by the City and the County of the CRA Contribution is required and the CRA's annual budgeting for and appropriation of necessary payments to fund the CRA Contribution to be applied toward the repayment of the Special Purpose Improvement Bonds issued by the City must be obtained from the City and the County.

Q. SFRTA has, by proper authority of its Governing Board pursuant to resolution _____ adopted _____ 2015, a copy of which is attached hereto as **Exhibit "E"** and made a part hereof (the "**SFRTA Resolution**"), authorized its officers to enter into this Agreement in order to accomplish SFRTA's obligations hereunder in connection with the Project Improvements and authorizing the officers to enter into the Community Benefits Agreement contemplated by this Agreement.

R. It is an express condition precedent to disbursement of any of the proceeds of the Special Purpose Improvement Bonds to SFRTA under this Agreement that: (i) the funding committed by SFRTA, the County, the Bayfront Park Management Trust ("**BPMT**"), the OMNI

Community Redevelopment Agency (“**Omni CRA**”), and the Downtown Development Authority (“**DDA**”), and the separate funding by the City have been memorialized and their respective agreements approved and executed in accordance with each agency’s or entity’s required legal authorization processes includes all in the amounts reflected in the Project Budget, as hereinafter defined; and (ii) that SFRTA has executed the Community Benefits Agreement with the CRA.

S. The City, the CRA, and SFRTA intend (a) in order to comply with Article VII, Section 10 of the Constitution of the State of Florida (“**Constitution**”), that the proceeds of the Special Purpose Improvement Bonds shall be used solely for the Project Improvements which constitute governmental capital improvements owned by SFRTA and located within the City’s corporate limits and within the Redevelopment Area and shall be used solely for reimbursement to SFRTA of the design and construction of the Project Improvements and shall specifically exclude any legal, lobbying, operational, maintenance, or financing costs, and shall also specifically exclude any expansion of the Project Improvement areas and components from those described in Exhibit “B” (the “**Eligible Costs**”); and (b) the costs of issuance in connection with the Special Purpose Improvement Bonds.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, CRA and SFRTA agree as follows:

1. **Recitals, Determinations, and Findings.** The foregoing recitals, determinations, and findings are hereby acknowledged as true and correct, and are incorporated herein by reference.

2. **Public Purposes and Community Benefits.** The public purposes of this Agreement include, but are not limited to: (a) increasing the general welfare of the residents of the Redevelopment Area and businesses within the Redevelopment Area, (b) alleviating the attendant burden on the City's economy and the CRA's economy and quality of life caused by traffic congestion, (c) facilitating travel between the Redevelopment Area, the City, and other urban centers across South Florida to benefit Redevelopment Area residents, other City residents and visitors by supporting SFRTA's Tri-Rail Downtown Miami Link ~~Project~~ within the City limits and within the Redevelopment Area, (d) encouraging increased tourism and increased opportunities for employment to be brought to the City and to the Redevelopment Area, (e) facilitating easier travel northward for residents within the Redevelopment Area, other City residents, and individuals seeking access to employment, educational, and cultural opportunities, healthcare and public services, (f) increasing positive synergies and economies of scale by connecting South Florida's local economies, and (g) providing for community benefits which will be derived from the Community Benefits Agreement for greater job training, employment, and other economic, cultural, and educational opportunities for City residents and residents within the Redevelopment Area, and local businesses within the Redevelopment Area.

3. **Term of Agreement and Contributions.**

3.1 **Term of Agreement.** The term of this Agreement shall terminate upon the retirement (whether through maturity, defeasance, or other complete and final payment) of the Special Purpose Improvement Bonds. This Agreement is also subject to earlier termination otherwise through the provisions of Sections 3.2 and 8 below, or through any other earlier termination provision of this Agreement.

3.2 **Funding Amount; Reimbursement of Eligible Costs** . SFRTA shall promptly provide the City and the CRA written notice that the Project Improvements have been substantially completed, as evidenced by either a temporary or permanent certificate of occupancy (“C.O.”), and are operational and that the Miami Central Station is substantially completed, as evidenced by a C.O., and that the station improvements are listed as assessed on the County Property Appraiser’s tax rolls (the “**Bond Issuance Conditions**”). Not later than twelve (12) months following the satisfaction of the Bond Issuance Conditions, the City will issue special purpose improvement bonds, and validate, if necessary, in the principal amount not to exceed Seventeen Million Five Hundred Twenty-Eight Thousand Forty-Nine and No/100 Dollars (\$17,528,049.00) plus the cost of issuance (the “**Special Purpose Improvement Bonds**”) which shall be supported by a pledge by the CRA to the City (the “**Pledged Revenues**”) of the tax increment revenues (the “**CRA Contribution**”) actually received by the CRA derived solely from the improvements comprising the Project, excluding land value, assessed under the tax folio number listed on **Exhibit “F”** attached hereto and made a part hereof (the “**Designated Portion of the Redevelopment Area**”) after deducting therefrom (i) the payments the CRA is required to make to the City and the County under the terms of the Interlocal Agreement between the City, the County, the CRA and the Omni CRA dated as of December 31, 2007 (the “**Global Agreement**”); (ii) allocation of administrative charges imposed by the County and the City (but not administrative charges associated with the operation of the CRA); (iii) all allocable charges and/or payments to or for the benefit of the Children’s Trust; (iv) adjustment to the assessed value made by the City and/or the County as a result of challenges made to the assessed value; and (v) all payments the City and/or the CRA is required to make, if any, with respect to the loan (the “**Gran Central Loan**”) evidenced by that Loan Agreement dated January 20, 1988 by and

between Gran Central Corporation, a Florida corporation and the City (the “**Gran Central Loan Agreement**”). Notwithstanding the foregoing, the CRA Contribution from the Pledged Revenues for the first two annual grants to the City after the issuance of the Special Purpose Improvement Bonds shall be based upon the tax increment revenues actually received by the CRA from the entire Redevelopment Area after deducting (i) the payments the CRA is required to make to the City and County under the Global Agreement; (ii) allocation of administrative charges imposed by the County and the City (but not administrative charges associated with the operation of the CRA); (iii) all allocable charges and/or payments to or for the benefit of the Children’s Trust; (iv) adjustment to the assessed value made by the City and/or the County as a result of challenges made to the assessed value; (v) debt service payments the CRA is required to make with respect to any bonds now existing issued by the CRA; (vi) grant payments to be made by the CRA to the City with respect to Gibson Park; (vii) grant payments to be made by the CRA to “Mama Hattie” as required by the Global Agreement, if any; (viii) grant payments to be made in connection with Town Park community, if any; (ix) payments to be made to MDM Development, LLC in connection with the Convention Center Economic Incentive Agreement, if any; (x) any payments required to be made by the CRA under the Miami World Center Economic Incentive Agreement, if any, and (xi) all payments the City and/or the CRA is required to make, if any, with respect to the Gran Central Loan evidenced by the Gran Central Loan Agreement, but in no event shall the total amount of the CRA Contribution to the City during such two (2) year period exceed the debt service payments becoming due during such two (2) year period under the Special Purpose Improvement Bonds. The CRA Contribution is to be applied solely to pay debt service on the Special Purpose Improvement Bonds in an amount not to exceed Seventeen Million Five Hundred Twenty Eight Thousand Forty Nine and No/100

Dollars (\$17,528,059.00). SFRTA and the City acknowledge that the Pledged Revenues will be the only revenues of the CRA utilized to repay the Special Purpose Improvement Bonds. The Special Purpose Improvement Bonds shall be a recourse obligation of the City supported by the Pledged Revenues. To the extent the Pledged Revenues are not sufficient to repay the Special Purpose Improvement Bonds the City will pay the shortfall of the Pledged Revenues.

Upon (i) completion of construction of the Project Improvements, SFRTA shall provide to the City and the CRA any and all documents the City and the CRA may reasonably request to establish the actual amount of the Eligible Costs incurred by SFRTA in connection with the Project Improvements. The amount of the Special Purpose Improvement Bonds issued by the City, excluding the cost of issuance, shall not exceed thirty-five percent (35%) of the Eligible Costs.

The CRA shall make annual grants to the City in the amount of the Pledged Revenues to pay debt service on the Special Purpose Improvement Bonds. The obligation of the CRA to pay the Pledged Revenues will continue until the earlier to occur of (i) the payment in full of the Special Purpose Improvement Bonds; (ii) the expiration of the life of the CRA which is currently scheduled to occur on March 31, 2030, as same may be extended; or (iii) the annual grants from the CRA to the City of the Pledged Revenue total Seventeen Million Five Hundred Twenty Eight Thousand Fifty Nine and No/100 Dollars (\$17,528,059.00).

The CRA shall only be responsible for funding the CRA Contribution to the extent of the Pledged Revenues and except for the Pledged Revenues, the CRA is not obligated to utilize any other revenues to pay debt service in connection with the Special Purpose Improvement Bonds.

SFRTA acknowledges that it has reviewed the projections of the Pledged Revenues that are anticipated to be generated, which projections were not prepared or approved by the City, or the CRA and SFRTA acknowledges that it is relying upon such projections in entering into this Agreement without representation or warranty on the part of the City and the CRA as to their accuracy.

3.3 **Assistance with Bond Validation, Notices, and Approvals.** SFRTA, the CRA, and the City each acknowledge, agree and understand (a) that any Special Purpose Improvement Bonds to be issued by the City will be subject to obtaining an affirmative bond validation final order through the courts and processes governed by the Constitution and laws of the State of Florida (collectively, “**Bond Validation**”); and (b) that in connection with such Bond Validation, the Board of Commissioners of the CRA, City Commission, and/or County Commission, as and if applicable at such time, may be required to provide public notices and budgetary and bond authorization approvals at time of need. Accordingly SFRTA, the CRA, and the City hereby agree to assist and undertake to the best of their respective abilities and as required and necessary to assist each other with such Bond Validation in order to carry out and effectuate the CRA Contribution to pay debt service with respect to the Special Purpose Improvement Bonds and the issuance of the Special Purpose Improvement Bonds by the City. SFRTA shall undertake and/or shall cause to be undertaken as necessary, all of its requirements for the Project Improvements to constitute a governmental capital project. The CRA and the City, shall undertake and/or shall cause to be undertaken all of their respective requirements necessary for the Project Improvements to constitute a governmental capital project and a community redevelopment project in accordance with the CRA’s redevelopment plan, pursuant to F.S.A. Section 163.370.

Before beginning any Bond Validation processes for the Special Purpose Improvement Bonds to fund the Eligible Costs, SFRTA will, upon request of the City obtain updated written assurances necessary to the Bond Validation proceedings regarding physical construction of the Project Improvements and from the other parties providing funds for the Project Improvements with remaining outstanding funding obligations for the Project Improvements at such time, which written assurances shall become part of the Bond Validation court proceedings and records. The parties understand that such written assurances may also include any necessary approvals by the County.

As a material inducement to the City to institute Bond Validation proceedings for the Special Purpose Improvement Bonds to fund a portion of the Eligible Costs, SFRTA hereby agrees that if (a) the Project Improvements are eventually financed in their entirety with the funds from sources other than the Special Purpose Improvement Bonds, (b) SFRTA fails to initiate physical construction of the Project Improvements within two (2) years of the date of execution of this Agreement and this Agreement is terminated, or (c) the Project Improvements are abandoned, then SFRTA will, to the extent permitted by law, reimburse or indemnify the City from legally available revenues of SFRTA for the reasonable costs and expenses (including legal fees) directly related to the Bond Validation proceedings.

4. **SFRTA Duties.** In accordance with the City Resolution and the CRA Resolution, SFRTA will use the monies provided by the Special Purpose Improvement Bonds solely to pay a portion of the Eligible Costs and comply with the terms of the Community Benefits Agreement.

4.1 **Permits, Inspections, Reviews, and Approvals.** SFRTA intends to procure the design and construction of the Project Improvements as a sole source by entering into a contract with AAF, the entity that will be designing, permitting, and constructing the

Miami Central Station. SFRTA shall ensure that AAF, on behalf of SFRTA, obtains any and all necessary permits and public agency approvals, inspections, reviews, and other approvals associated with the design and construction of the Project Improvements.

4.2 **Accounting and Public Records.** SFRTA will be responsible for separately accounting for monies received from the City, in accordance with the General Accepted Accounting Principles (“GAAP”) and the Governmental Accounting Standards Board (“GASB”). SFRTA shall establish and maintain a separate account for receipt and distribution of the proceeds of the Special Purpose Improvement Bonds. SFRTA understands and agrees that (a) it shall comply with all applicable requirements in Chapter 119, Florida Statutes, also referred to as the “Florida Public Records Law”, and (b) shall, as applicable and if applicable, cause its contractors and subcontractors for the Project Improvements being funded by the Special Purpose Improvement Bonds comply with all applicable requirements in the Florida Public Records Law.

4.3 **Bank Accounts and Bank Record Inspection.** SFRTA will permit auditors from the City to inspect its bank records and accounts containing the Eligible Costs. SFRTA will allow access to these records and accounts from the initiation of the Project Improvements until five (5) years after the Project Improvements are completed, or such longer period of time as required by the terms and conditions of any bond resolution, trust indenture, or other controlling documents governing the terms of the Special Purpose Improvement Bonds issued by the City to fund the Eligible Costs.

4.4 **Funding Conditions; Funding Limitations.** The CRA, the City and SFRTA agree that this Agreement shall be conditioned upon approval of all applicable agreements for the Project Improvements including: (i) the sole source agreement between AAF

and SFRTA for the Project Improvements; (ii) the loan agreement between an AAF affiliate or other third-party lender and SFRTA for a loan for the costs of some of the Project Improvements; (iii) the agreement among AAF, FECR, and SFRTA for the Project Improvements and the operations and maintenance of the FECR corridor; (iv) a separate agreement with FECR (if necessary) for the rail infrastructure improvements; and (v) all other funding by the other funding partners and SFRTA for the Project Improvements costs as reflected in the Project Budget. Due to the contemplated potential Bond Validation and issuance of Special Purpose Improvement Bonds, SFRTA shall also provide to the CRA and the City evidence of the approval by SFRTA's Governing Board of the amount of any SFRTA contributions to the costs of the Project Improvements. A listing of funding sources and Project Improvement costs is reflected on **Exhibit "G"** attached hereto and made a part hereof (the "**Funding Sources**"). In the event that AAF fails to initiate physical construction of the Project Improvements (the term "physical construction" does not include the preparation of construction documents or permitting of the same for the Project Improvements) within two (2) years of the date of execution of this Agreement, then this Agreement shall be null and void.

To assist the CRA and the City in compliance with IRS Regulations, SFRTA invoices for reimbursement of the Eligible Costs of the Project Improvements will, to the extent practicable, be submitted for strictly public portions of the Project Improvements, and where not practicable and such invoices for reimbursement must necessarily cover shared infrastructure, then SFRTA will identify in the invoice the percentage of shared infrastructure that is public and include only the amounts associated with or allocated to the public portions for inclusion in the Eligible Costs.

4.5 **Indemnification From Construction Claims; Bonding; Liens.** SFRTA

and its agents, contractors, assigns, servants and representatives will not hold the CRA or the City, and any of the City's and the CRA's respective officials, officers, employees, agents, contractors, assigns, servants, and representatives, responsible for any contractual claims, delay claims, claims for or change orders, supplemental or additional work, and/or any other claims whatsoever that are related to or arises by or are connected with any work, materials, equipment, supplies or services that occur during construction of the Project Improvements. SFRTA agrees that it shall comply with the requirements of Section 255.05, Florida Statutes. SFRTA acknowledges and agrees that because the Project Improvements are potentially being reimbursed by the CRA and/or the City through a potential governmental capital project Bond Validation and Special Purpose Improvement Bonds issuance process for which preservation of the public capital asset is a paramount public requirement, SFRTA shall comply with Section 255.05, Fla. Stat. SFRTA will not allow any Mechanics Liens or other statutory or common law liens to attach to the Project Improvements which are publicly owned. Further, SFRTA shall use diligent, good faith efforts to seek the removal or release of any Mechanics Liens or other statutory or common law liens which may have been attached to non-publicly owned Project Improvements that may result in the disruption of the Tri-Rail Downtown Miami Link service to the Miami Central Station.

4.6 **SFRTA Track, Parts and Equipment Maintenance.** SFRTA, its agents

or contractors will be responsible for maintaining railroad tracks and all materials, parts, or other equipment used in conjunction with the development of the proposed Project Improvements at the Miami Central Station. The CRA and the City will not be responsible for any failure to

adhere to any applicable federal, state, or local law, code, or regulations as any of those pertain to the track, parts, and equipment used in operating the Tri-Rail Downtown Miami Link.

4.7 **SFRTA Passenger Train Cars.** The CRA and the City are not responsible for funding SFRTA operations and maintenance of SFRTA's facilities and passenger train cars operating as part of the Tri-Rail Downtown Miami Link.

4.8 **Usage and Maintenance of Project Capital Facilities and Capital Equipment; Management of Station.** SFRTA shall ensure that all of the capital facilities and capital equipment, if any, comprising the Project Improvements that are funded by the Special Purpose Improvement Bonds are used and maintained by SFRTA, its agents, contractors, and subcontractors in such manner as necessary to comply with Federal Railroad Administration ("FRA") rules, regulations, and standards, including those set forth in Title 49, Subtitle B, of the Code of Federal Regulations ("CFR") (collectively, the "FRA Regulations"). SFRTA further agrees that if: (i) the City issues Special Purpose Improvement Bonds to fund the reimbursement to SFRTA for Eligible Costs of the Project Improvements whereby the interest to be paid on such Special Purpose Improvement Bonds is to be treated as not includable in the gross income of the holders of such bonds for federal income tax purposes, and (ii) SFRTA determines to enter into a management contract or other arrangement with any non-governmental party for the operation of its Tri-Rail station within the Tri-Rail Downtown Miami Link, then SFRTA will comply with the requirements of the applicable U.S. Internal Revenue Service Code, as amended, statutory provisions, revenue procedures, rules and regulations (collectively, "IRS Regulations") with respect to such management contract or other arrangement to preserve or maintain the tax-exempt status of such Special Purpose Improvement Bonds.

4.9 **Minimum Standard of Operations.** SFRTA will operate and maintain the Tri-Rail passenger commuter rail service in compliance with the applicable FRA Regulations, as well as all other applicable federal, state, and local laws, as the same may be amended from time to time.

4.10 **Minimum Service Levels.** Throughout the term of this Agreement, SFRTA shall operate not less than: (i) twenty-six (26) weekday passenger trains to the Miami Central Station with a cumulative passenger capacity of not less than 9,750 passengers per day; and (ii) sixteen (16) weekend/holiday passenger trains into the Miami Central Station with a cumulative passenger capacity of not less than 6,000 passengers per weekend day/holiday (collectively, the “**Minimum Service Level**”). Reductions to the Minimum Service Level during the term of this Agreement shall be presented by SFRTA to the Board of Commissioners of the CRA and the City Commission for their respective considerations and requested approvals when information presented by SFRTA evidences: (i) reduced ridership demand for the Tri-Rail Downtown Miami Link service of greater than ten percent (10%) over any five (5) year period; or (ii) reduction in annual operating support greater than ten percent (10%) over the prior year’s budget from public funding sources and all other funding sources which necessitate service reductions. The Minimum Service Level will be restored when necessary funding is restored.

4.11 **ADA Compliance.** SFRTA shall ensure that the Project Improvements comply with the requirements of the Americans with Disabilities Act.

4.12 **SFRTA Expansion and Bond Financed Capital Facilities.** SFRTA understands and agrees that Eligible Costs of the Project Improvements specifically exclude any expansion of the Project Improvements areas and components from those presented in Exhibit B. SFRTA additionally understands and agrees that should any need arise for any expansion of such

Project Improvements areas and components, there may be additional requirements for approvals by Bond Counsels, the City Commission, the Board of Commissioners of the CRA, and any credit enhancer, trustee, or paying agent for the Special Purpose Improvement Bonds issued to fund Eligible Costs of the Project Improvements.

5. **Non-Exclusive Use.** SFRTA hereby covenants and agrees that it will, at all times, provide members of the general public with access to the Project Improvements in order to facilitate their access and use of the Tri-Rail Downtown Miami Link service.

6. **Schedule and Manner of Reimbursements.** SFRTA has furnished the City and the CRA with the project budget for the Project Improvements which is attached and incorporated herein as **Exhibit “H”** (the **“Project Budget”**). SFRTA shall furnish the City and the CRA with any and all revisions to the Project Budget and any and all revisions to the the Funding Sources. SFRTA shall also furnish to the City and the CRA a schedule of values which is attached hereto and incorporated herein as **Exhibit “I”** (**“Schedule of Values”**) and a construction schedule which is attached hereto and incorporated herein as **Exhibit “J”** (the **“Project Schedule”**) identifying monthly design and construction milestones and the anticipated construction expenditures payout schedule for such milestones for the Project Improvements. SFRTA shall promptly provide to the City and the CRA with any future amendments to the Schedule of Values and/or the Project Schedule. Reimbursements to SFRTA from the Special Purpose Improvement Bonds for Eligible Costs by the City shall be based upon invoices for actual services rendered and actual and necessary supplies, materials, and equipment purchased provided by SFRTA accompanied by copies of paid AAF, contractor and subcontractor invoices and lien waivers upon completion of the Project Improvements (the **“Reimbursement Request”**). A proper invoice as defined by F.S.A. Section 218.72(8) must be submitted before

payment request to the City Manager or his/her authorized designee. The Reimbursement Request shall also include a copy of all payments made to contracted firms in connection with completion of the Project Improvements. The timing for the City's reimbursement of Eligible Cost notwithstanding, SFRTA will submit proper invoices monthly to the City for its review and approval so that such approvals may be obtained concurrently with the approvals of the other agencies and entities with monthly invoices review rights under separate funding agreements, which agencies and entities are described in Recital R to this Agreement. The City's approval of monthly invoices will not require any immediate payments by the City. The timing for the City's payment shall be upon the completion of the Project Improvements and submittal of a Reimbursement Request from SFRTA as set forth above, it being agreed that the invoices previously reviewed and approved by the City.

7. **Indemnification.** To the extent permitted by the laws of the State of Florida, SFRTA shall indemnify, defend, and hold harmless, at its sole cost and expense, the CRA, the City, and their respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CRA, the City, or their respective officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, whether contractual or otherwise, arising out of, relating to or resulting from the negligent or wrongful acts of SFRTA or its officers, employees, agents, servants, partners, principals, or subcontractors. In no event shall the City and the CRA be liable or responsible for any and all contractual, injury, loss, destruction, or damage claims to the Project Improvements funded, in part, by the proceeds of the Special Purpose Improvement Bonds, nor shall the City and the CRA be liable for any and all contractual, injury, loss, destruction, or damage claims resulting from

the operation and/or maintenance of the Tri-Rail Downtown Miami Link service at Miami Central Station. This indemnification by the SFRTA shall not apply to negligent acts or omissions of the CRA, the City, or their respective officers, employees, officials, agents, servants, partners, principals, or subcontractors. SFRTA shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the respective names of the CRA and the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. SFRTA expressly agrees and understands that any insurance protection it provides shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CRA, the City, and their respective officers, employees, agents and instrumentalities as herein provided.

8. **Termination.** This Agreement may be terminated by any party, upon the grounds and after the procedures provided herein. Any party may terminate this Agreement for cause and upon transmittal of written notice to the other party as provided below. "For cause" shall mean any of the following actions: (i) a substantial failure by SFRTA to perform the delegated duties in accordance with this Agreement over a period of more than one (1) year, or (ii) a failure of any party to comply with a material term, condition, provision, limitation, or stipulation applicable to its performance of or duties provided for in this Agreement, following written notice of default by the other party which is not cured within one hundred and eighty (180) days of receipt of such notice; (iii) SFRTA's failure to initiate physical construction of the Project Improvements on or before the second (2nd) anniversary date of the execution of this Agreement; ~~or~~ (iv) failure by either party to comply with any applicable Federal, State, Miami-Dade County, or City of Miami Laws, Ordinances, Rules, Regulations, or Codes governing its duties, performance, activities or conduct under this Agreement for which a cure is not

commenced within one hundred and eighty (180) days of receipt of such notice; or (v) failure by the City to issue the Special Purpose Improvements Bonds within the time period specified hereinabove. The aforementioned cure periods shall be adjusted or tolled for a reasonable period of time not to exceed thirty (30) days from the end/conclusion of a Force Majeure Event. A “Force Majeure Event” shall mean any event or condition beyond the control of SFRTA, the City, or the CRA, as applicable, including, without limitation, strikes, labor disputes, acts of God (expressly including, but not limited to, tropical storms, hurricanes, and earthquakes), the elements, governmental restrictions, regulations, or controls, enemy action, acts of terrorism, wars, riots, major upheaval, civil commotion, fire, casualty, or accidents, which cause delay. In the event of termination by the CRA or the City, as applicable, the CRA or the City, as applicable, shall only be responsible for reimbursing SFRTA for such portion of Eligible Costs of the Project Improvements being funded by the CRA Contribution actually incurred by SFRTA prior to the date of termination. In the event either party terminates this Agreement for cause, the terminating party shall have all remedies available to it under State law against the party being terminated shall have available all rights available under State law to defend itself if the terminating party seeks to have any remedy opposed on it.

9. **Notice.** Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery or recognized overnight courier (such as Federal Express), or if by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as follows:

If to the CRA:

Southeast Overtown/Park West Community Redevelopment Agency
819 NW 2nd Ave, 3rd Floor
Miami, FL 33136
Attention: Executive Director

If to SFRTA:

South Florida Regional Transportation Authority/SFRTA
Administrative Offices
800 Northwest 33rd Street
Pompano Beach, FL 33064

If to the City:

City Manager, City of Miami
444 S.W. 2nd Avenue, 10th Floor
Miami, Florida 33130

With Copy to:

City Attorney, City of Miami
444 S.W. 2nd Avenue, 9th Floor
Miami, Florida 33130

10. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

11. **Amendment.** This Agreement may be amended or modified only by an agreement in writing which is signed by the duly authorized representatives of the CRA, the City, and SFRTA. Should the anticipated potential Bond Validation and issuance of Special Purpose Improvement Bonds for the Project Improvements require a further consideration of amendments to this Agreement in relation to the Project Improvements, the parties agree to reconsider such matters in order to facilitate any additional Bond Validation and/or Special Purpose Improvement Bonds issuance and compliance requirements.

12. **Term and Effective Date; Survival of Certain Obligations.** This Agreement shall become effective upon the final execution by the duly authorized representatives of the City, the CRA, and SFRTA (“**Effective Date**”) and shall continue in force for the Term set forth in Section 3.1 above unless earlier terminated.

13. **Governing Law and Venue; Attorneys’ Fees.** This Agreement shall be construed in accordance with the laws of the State of Florida. Exclusive venue for any litigation between the parties shall be in Miami-Dade County, Florida. Each party shall bear its own attorney’s fees.

14. **Severability.** If any term or provision of this Agreement or the application of either shall to any extent be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected, and the remainder of this Agreement shall be enforced to the extent permitted by law.

15. **Insurance.** The parties hereto acknowledge that SFRTA is a governmental entity subject to the limitations of F.S.A. Section 768.28 and shall comply accordingly. A description of SFRTA’s liability insurance coverage is attached hereto as **Exhibit “K”**. SFRTA through its design/build contract with AAF for the Project Improvements, shall require standard insurance coverages required by its design/build contracts for such governmental public capital projects and shall provide the CRA and the City with such copies of insurance documentation.

16. **Costs, Expenses and Fees.** Notwithstanding any other term or provision herein it is expressly understood and agreed by SFRTA that, other than for the proceeds of the Special Purpose Improvement Bonds, the CRA and the City are not responsible, liable, or otherwise answerable to pay any fee, charge, cost, expense, reimbursement, or other monetary

compensation to SFRTA, its agents, representatives, employees or contractors for their work or their services under this Agreement. The CRA and the City will not be responsible for paying any and all impositions, levies, charges, fees, or assessments imposed upon the Project Improvements as a result of SFRTA's design, construction, operations or maintenance.

17. **Representations and Warranties of SFRTA.**

a. Financially solvent. SFRTA warrants that it is financially solvent.

b. Authorization. SFRTA has taken all action necessary for the approval and execution of this Agreement and has been duly authorized to commit SFRTA to all terms and conditions of this Agreement which shall constitute the valid, binding and enforceable obligations of SFRTA.

c. Compliance with laws. SFRTA shall comply with all applicable federal, state and local laws, ordinances and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement, and with all applicable laws related to the Project Improvements as the same presently exist and as they are amended hereafter.

18. **Waiver.** The failure of any party to this Agreement to object or take affirmative action with respect to any conduct of the other party which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. Any waiver of any condition hereunder must be in writing and signed by the authorized representatives of all parties.

19. **Sale of Special Purpose Improvement Bonds.** SFRTA further agrees that if: (i) the City issues Special Purpose Improvement Bonds to fund reimbursement to SFRTA for Eligible Costs of the Project Improvements whereby the interest to be paid on such Special Purpose Improvement Bonds is to be treated as not includable in the gross income of the holders

of such bonds for federal income tax purposes, and SFRTA determines to sell, transfer, or make some other arrangement to convey the Project Improvements for which the City has provided any Bond Validation and Special Purpose Improvement Bond funding, to any non-governmental party, then SFRTA will only do so if it is able to comply with the requirements of the applicable U.S. Internal Revenue Service Code, as amended, statutory provisions, revenue procedures, rules and regulations (collectively, "IRS Regulations") in order that such sale, transfer, or conveyance does not cause the interest payable, on such Special Purpose Improvement Bonds to become includable in the gross income of the holders of such bonds for federal income tax purposes. Additionally, SFRTA acknowledges, understands and agrees that any credit provider, paying agent, or trustee for the bondholders related to the Special Purpose Improvement Bonds may also require prior written notice and the right of prior approval of such sale, transfer or conveyance of the Project Improvements.

20. **Community Benefits Agreement.** SFRTA and the CRA shall execute the Community Benefits Agreement incorporating the provisions of Exhibit A prior to the funding of the Special Purpose Improvement Bonds.

21. **Pledge of CRA Contribution.** The CRA and the City are relying on the public agency status, governmental structure, experience, reputation and ability of SFRTA to adequately perform this Agreement. SFRTA may execute and deliver to an AAF affiliate as lender or other third-party lender such financing pledge of any and all rights in favor of SFRTA from proceeds of Special Purpose Improvement Bonds under this Agreement while this Agreement remains in force and effect. Such financing pledge for the benefit of such third-party lender or AAF affiliate shall require prior written consents of the City Commission and the Board of Commissioners of the CRA, which consents shall not be unreasonably withheld, with

such consents to be provided within ninety (90) days of the receipt of any such written request(s) from SFRTA. Such requests from SFRTA shall set forth in writing the terms upon which SFRTA is making such financing pledge of the proceeds of the Special Purpose Improvement Bonds.

22. **Discrimination.** SFRTA shall not discriminate as to race, color, religion, sex, national origin, age, sexual orientation, disability or marital status in connection with its performance of service or any related service offered.

23. **No Joint Venture or Partnership.** Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the parties or to make either jointly liable with the other for any obligation arising out of the activities and services contemplated by this Agreement. SFRTA's relationships with the CRA and the City, as applicable, in the performance of this Agreement is that of an independent contractor. All persons performing services which are to be performed by SFRTA under this Agreement shall at all times be under SFRTA's exclusive direction and control and shall be employees or agents of SFRTA and not employees or representatives of the CRA or the City, as applicable.

24. **Interpretation.** This Agreement is the result of negotiations between the parties and has been typed/printed by one party for the convenience of all parties hereto. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Agreement.

25. **Assignment of Reimbursement Agreement.** SFRTA may execute and deliver to an AAF affiliate or third-party lender such assignment of any and all rights in favor of SFRTA and such Funds due to SFRTA under this Agreement while this Agreement remains in full force and effect.

26. **Paragraph Headings.** Title and paragraph headings are made solely for reference and are not a part of this Agreement.

27. **No Third Party Beneficiaries.** There are no third party beneficiaries, expressed or implied, to this Agreement.

IN WITNESS WHEREOF, the CRA, the City, and SFRTA have set their hands the day and year above written.

Attest:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Name:
Title:

By: _____
Name:
Title:

Approved as to form and legal sufficiency:

Name:
Title:

Attest:

SOUTHEAST OVERTOWN/
PARK WEST COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Name: Todd B. Hannon
Title: Clerk of the Board

By: _____
Clarence E. Woods, III
Executive Director

Approved as to form and legal sufficiency:

Approved as to insurance requirements:

By: _____
Victoria Méndez, City Attorney

By: _____
Anne-Marie Sharpe, Director,
Risk Management Department

Attest:

CITY OF MIAMI, A FLORIDA
MUNICIPAL CORPORATION

By: _____
Todd B. Hannon, City Clerk

By: _____
Daniel J. Alfonso, City Manager

Approved as to form and legal sufficiency:

Approved as to insurance requirements:

By: _____
Victoria Méndez, City Attorney

By: _____
Anne-Marie Sharpe, Director,
Risk Management Department

Exhibit "A"
COMMUNITY BENEFITS AGREEMENT

As a condition precedent to the receipt of the proceeds of the Special Purpose Improvement Bonds, SFRTA has agreed to enter into a community benefits agreement with the CRA which will incorporate the following provisions for the benefit of residents of the Redevelopment Area:

1. **Free Ridership for low and moderate-income residents of the Redevelopment Area.** For the life of the CRA, SFRTA shall provide all low and moderate-income residents of the Redevelopment Area with free monthly fare passes, subject to annual certification to confirm resident eligibility. This ridership benefit will be limited to individuals or members of households earning less than 60% of the then current median family income for Miami-Dade County, Florida Standard Metropolitan Statistical Area, including adjustment for family size. The annual certification process will be administered by the CRA.
2. **Preference for permanent employment opportunities.** For the life of the CRA, SFRTA shall give priority to Overtown residents for the platform jobs.
3. **Continuous paid summer internship program for high school students residing with the Redevelopment Area and with highest poverty zip codes of the City of Miami.** For the life of the CRA, SFRTA shall participate in a paid summer internship program for high school students residing in the above areas, which program shall be established and paid for by SFRTA with the concurrence of the CRA.
4. **Discounted advertising opportunities for CRA businesses.** In the event SFRTA adopts a policy permitting commercial advertising and discounts for such advertising at its stations or on its passenger cars, SFRTA shall provide businesses within the Redevelopment Area with discounted advertising opportunities consisting with its adopted policy for advertising within SFRTA stations and SFRTA passenger cars for the life of the CRA.
5. **In-kind advertising opportunities for the Lyric Theater, the Black Police Museum and other historic sites within the Redevelopment Area.** In the event SFRTA permits commercial advertising at its station or on its passenger cars, SFRTA shall provide in-kind opportunities for "commercial events at such facilities for the life of the CRA.
6. **Enhanced living wages for all permanent jobs created as a result of problem construction.** During the life of the CRA, SFRTA anticipates that the platform improvements will result in the creation of not less than three (3) full-time equivalent positions and has agreed to pay a minimum of \$11.53 per hour with a qualifying health benefit (as defined in Miami-Dade Code of Ordinances, as amended from time to time) or \$12.83 per hour with a non-qualifying health benefit (the "Minimum Hourly Wage Rates" which Minimum Hourly Wage Rates shall be increased annually to reflect increases in the consumer price index).

Exhibit "B"
Project Improvements

Exhibit "C"

Copy of City Resolution

Exhibit "D"

Copy of CRA Board Resolution

Exhibit "E"

Copy of SFRTA Resolution

Exhibit "F"

Designated Portion of the Redevelopment Area

Folio Number	Assessed Value	Owner
01-4137-072-0010	8,650,000	DT Miami A LLC
01-4137-072-0020	14,994,750	DT Miami B LLC
01-4137-072-0030*	32,997,000	DT Miami LLC
01-4137-072-0040*	14,679,500	DT Miami LLC
01-4137-072-0050*	19,901,000	DT Miami LLC
01-4137-072-0060	17,000	DT Miami, LLC
01-4137-072-0070	14,550	DT Miami, LLC
TOTAL	91,253,800	

NOT INCLUDED

01-3136-000-0090	14,027	City of Miami
01-0105-060-1010	4,081,025	All Aboard Florida NW Sixth Street LLC
TOTAL	4,095,052	

* Property located at 650 NW 1st Avenue subject to Global Agreement which requires the CRA to pay to City and County 45% of TIF

* Property located at 430 NW 1st Avenue subject to Global Agreement which requires the CRA to pay to City and County 45% of TIF

Exhibit "G"
List of Funding Sources

Exhibit "H"
Project Budget

Exhibit "T"
Schedule of Values

Exhibit "J"
Project Schedule

Exhibit "K"
Insurance Coverage

Exhibit 2

Summary of Changes Made to the SEOPW CRA/City of Miami Agreement

The major substantive changes to the SEOPW CRA/City of Miami Agreement (the "Agreement") are summarized below:

1. The City of Miami (the "City") has committed to be the issuer of the Special Purpose Improvement Bonds (the "Bonds") that will provide the proceeds necessary to reimburse approximately \$17.5 million of the Tri-Rail platform improvement costs. The prior version allowed for either the City or SEOPW CRA (the "CRA") to serve as the issuer depending on timing. The City has since agreed to serve as the issuer with the CRA merely providing their tax increment financing ("TIF") to the City to service the debt payments on the bonds.

2. The City's issuance of the bonds in the amount and as described in the Agreement (the "Bonds") will occur not later than 12 months following: (i) substantial completion of the Tri-Rail Station Improvements as evidenced by a certificate of occupancy for the MiamiCentral Station; and (ii) the placement of the Station Improvements on the County Property Appraiser's tax rolls for assessment. The conditions precedent are roughly equivalent to the prior draft, but the timing of the issuance (12 months) is now expressly set forth in the Agreement.

3. The CRA will remit to the City TIF revenues to service the debt payments on the Bonds. In the initial two (2) years, the CRA commitment will consist of a general pledge of all TIF revenues collected by the CRA. Following the initial two (2) years, the CRA's commitment will be limited to the payment of any available TIF revenues generated by the All Aboard Florida's ("AAF") MiamiCentral Station project and related improvements constructed on various parcels identified in the Agreement.

The nature of the CRA pledge has changed at the City request. Previously, the pledge was limited only to the AAF MiamiCentral project properties, whereas currently the pledge is more expansive (all TIF revenues received by the CRA) for the initial two (2) years of debt service. In all years, the CRA will only be obligated to remit funding in an amount equal to the annual debt service.

4. In light wake of this year's legislative session, the Agreement has also been revised to eliminate references to the Florida Department of Transportation ("FDOT") and the need for FDOT to be a party to any of the related project agreements between AAF, SFRTA, and Florida East Coast Railway ("FECR").

5. The Agreement's development schedule has also been amended to reflect monthly design and construction milestones in lieu of the previously required quarterly standards. This revision will permit for more expeditious reimbursement. Further, the City will be asked to approve the monthly invoices submitted to other local funding agencies, without obligation to remit payment until the conditions precedent to the Bond issuance have been satisfied, in order to avoid any potential future disputes with the City related to the cost of the improvements and the allocation of costs between the AAF and SFRTA at the time a reimbursement request is submitted post-issuance of the Bond.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING:
MAY 27, 2016

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 identified roles in the TRCL Memorandum of Understanding (MOU).

Currently, TRCL coordination and technical activities continue to occur, along with the active pursuit of accelerated interim service expansion on the FEC corridor to Downtown Miami (a.k.a. Tri-Rail Downtown Miami Link).

Various project activities have occurred since the last TRCL update to the Governing Board on April 22, 2016. These include: TRCL and Downtown Miami Link presentations; coordination meetings with partner agencies and local governments; fielding inquiries and conducting coordination activities with representatives from the real estate development community; and technical meetings & conference calls among representatives of AAF/FECI, FECR, and SFRTA.

(Continued on Page 2)

EXHIBITS ATTACHED: Exhibit 1: 79th St Parks With Figures Sheet S-23

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The following is a recent list of major TRCL related meetings and presentations:

- May 4, 2016 - City of North Miami Beach and local developer
- May 18, 2016 – City of Miami 79th Street Station & Right of Way

Timing for FDOT, who is leading the Project Development (PD) efforts for the overall TRCL project, to request formal entry from FTA is to be determined.

The following is a summary of the TRCL committee schedule and activities to date:

Project (Executive) Steering Committee:

A meeting of the TRCL Project Steering Committee was last held on April 29, 2015. The schedule for the next Project Steering Committee meeting is uncertain, pending official notification for the start of the TRCL Project Development phase.

Public Involvement/Outreach (PIO) Sub-Committee:

The PIO Sub-Committee has provided valuable guidance on outreach activities and optimal coordination strategies. The schedule for the next PIO Sub-Committee meeting is uncertain, pending official notification for the start of the TRCL Project Development phase.

Financial Sub-Committee:

The Financial Sub-Committee has provided valuable guidance on the challenging issue of obtaining new funds to build and operate region-wide TRCL service. The schedule for the next Financial Sub-Committee is uncertain, pending official notification for the start of the TRCL Project Development phase.

Technical Sub-Committee:

Technical activities over the past year have been rail operations planning coordination (AAF, freight, and TRCL trains), details of the three (3) 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). The schedule for the next Technical Sub-Committee meeting is uncertain, pending official notification for the start of the TRCL Project Development phase.

(Continued on Page 3)

TRI-RAIL COASTAL LINK ON THE FEC CORRIDORSUMMARY EXPLANATION AND BACKGROUND: (Continued)**Tri-Rail Downtown Miami Link:**

A time sensitive opportunity exists to gain access into the planned AAF “MiamiCentral” 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 FEC corridor into this station via the Iris/Little River rail connection between the South Florida Rail Corridor and Downtown Miami.

These station improvements, along with corridor upgrades to support passenger rail, will cost approximately \$70 Million to be paid by the public sector. SFRTA has been 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.

At the February, March, April, May, June, August, and October 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. At the September 25, 2015 SFRTA Governing Board meeting, SFRTA Legal staff provided an overview of the components that will be included in the Tri-Rail Downtown Miami Link term sheet. The SFRTA Governing Board at its meeting on December 11, 2015 approved the multi-faceted Tri-Rail Downtown Miami Link Term Sheet (which includes AAF, FECR, and SFRTA as its parties). To date, local government/agency approval of agreements for Tri-Rail Downtown Miami Link funding had been received by the Bayfront Park Management Trust, Citizens Independent Transportation Trust (CITT), City of Miami, Miami-Dade County, Miami Downtown Development Authority (DDA), Omni Community Redevelopment Agency (CRA), and Southeast Overtown/Park West CRA. Coordination and discussions with elected officials and various agencies regarding details of the Tri-Rail Downtown Miami Link project are ongoing. Updates will be provided by SFRTA Executive staff at the May 27, Governing Board meeting.

The following is a recent list of major Tri-Rail Downtown Miami Link related meetings and presentations:

- 5/11/2016: Miami-Dade County Transit and Mobility Committee Meeting
- 5/12/2016: City of Miami Board of Commissioners
- 5/12/2016: CITT Executive Committee and General Board Meeting
- 5/16/2016: Tri-Rail Downtown Miami Link Kick-off Meeting
- 5/17/2016: Miami-Dade County Board of Commissioners
- 5/20/2016: Miami DDA, Executive Committee Meeting
- 5/26/2016: Omni CRA

(Continued on Page 4)

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

SUMMARY EXPLANATION AND BACKGROUND: (Continued)**FTA Briefing on TRCL Project:**

On August 11, 2015, FTA staff responsible for the discretionary grant programs, including the New Start Program, was briefed by William Cross, SFRTA's Director of Planning and Capital Development, along with a representative from FDOT District IV. The key topic discussed was timing of the joint FDOT/ SFRTA entry to Project Development (PD) request letter to FTA, now planned for early 2016. FTA staff wanted assurance that funding for the PD phase was in place. FDOT confirmed that all funding was in place for the PD phase.

Award of FTA Grant - Pilot Program for Transit Oriented Development (TOD)

In September 2015, SFRTA and the TRCL project were one of the 21 nationwide recipients of FTA grant funds for a pilot program for TOD. The award amount is \$1,250,000.

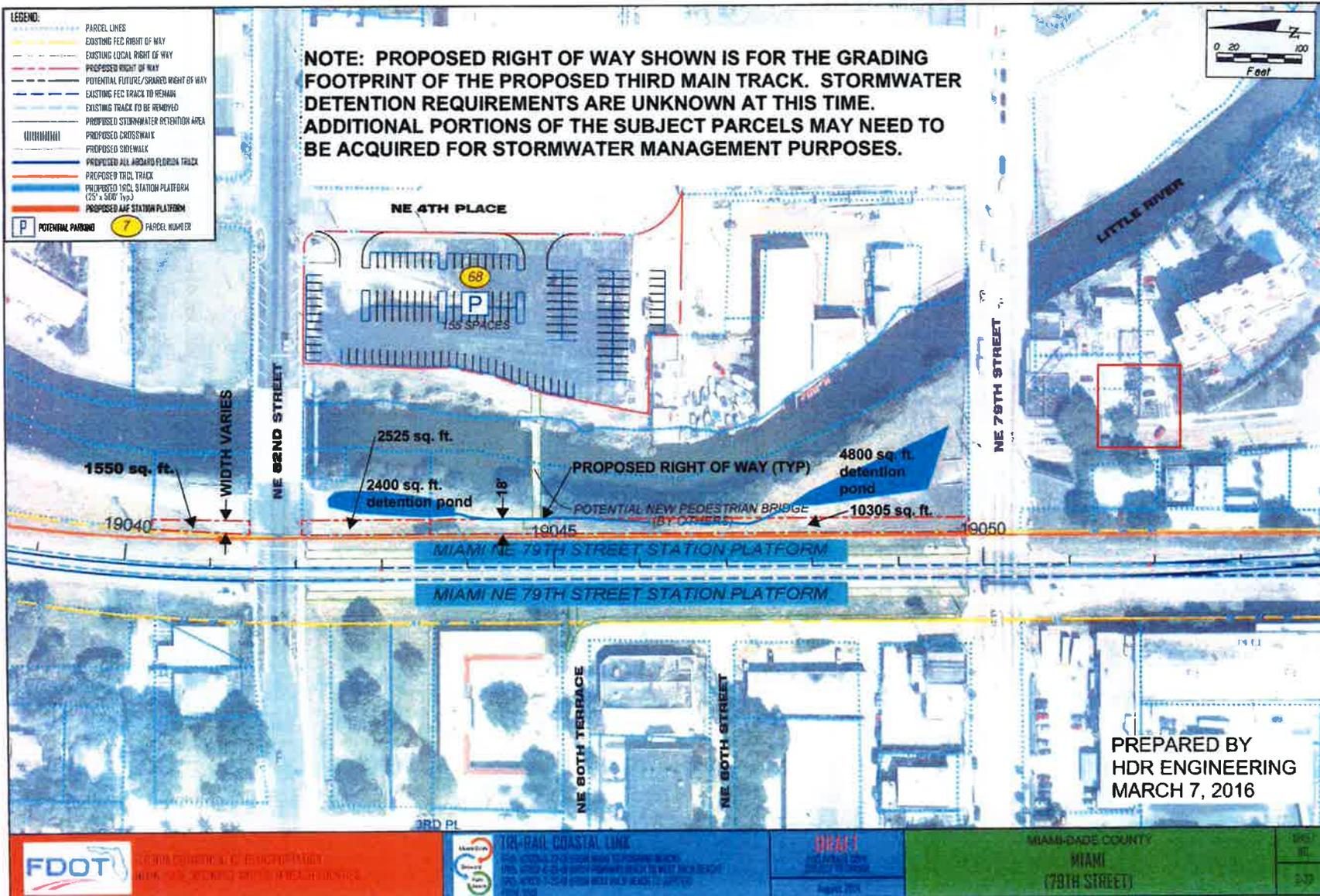
As stated in the official FTA announcement, SFRTA will receive funding to promote TOD along the TRCL, a proposed 85-mile commuter rail line connecting Jupiter and Miami. A market and economic analysis has identified billions of dollars in potential station area residential and commercial development spurred by the TRCL. The TOD work will provide the region with suggestions on how to realize that economic potential and increase the livability and quality of life in South Florida. The plan will provide comprehensive station area planning for several stations, an infrastructure assessment, a station-area bicycle and pedestrian plan, an affordable housing analysis and regional business plan.

Further details will be provided to the SFRTA Governing Board in the coming months as details for the activities of this TOD Pilot Program are refined.

TRI-RAIL COASTAL LINK ON THE FEC CORRIDOR

Recommended by: BCross 5/20/16 Approved [Signature]
Department Director Date Procurement Director Date

Authorized by: C.M. O'Neil 5/20/16 Approved as to Form [Signature]
Executive Director Date General Counsel Date 5/20/16



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING:
MAY 27, 2016

AGENDA ITEM REPORT

Information Item Presentation

LETTER OF SUPPORT FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
2016 TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER)
DISCRETIONARY GRANT APPLICATION

SUMMARY EXPLANATION AND BACKGROUND:

On April 22, 2016, the South Florida Regional Transportation Authority's (SFRTA) Governing Board approved a letter of support for FDOT's 2016 TIGER discretionary grant application for the South Florida Rail Corridor (SFRC) Rail Crossing Safety Program.

On April 29, 2016, FDOT submitted a TIGER Grant application to the United States Department of Transportation to implement the Dynamic Envelope Zone Project at 22 of the busiest Crossings in South Florida, including a state of the art vehicle detection/gate activation system and a regional rail operations monitoring system.

FDOT committed to obligating the TIGER funds in Federal Fiscal Year 2018 and will expend the funds by August of 2021.

The Grant Request included:

Total Project Capital Cost	\$11,667,841
TIGER Grant Request	\$ 9,334,273 (80%)
Local Match	\$ 2,333,568 (20%) Cash Match

The 2016 TIGER discretionary grant application is included as Exhibit 1.

EXHIBITS ATTACHED: Exhibit 1- South Florida Railroad Crossing Safety Project TIGER 2016 Application

LETTER OF SUPPORT FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
2016 TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER)
DISCRETIONARY GRANT APPLICATION

Recommended by: B Cross 5/20/16 Approved [Signature]
Department Director Date Procurement Director Date

Authorized by: C.M. Oly 5/20/16 Approved as to Form [Signature]
Executive Director Date General Counsel Date 5/20/16



TIGER



South Florida Railroad Crossing Safety Project TIGER 2016 Application

April 29, 2016



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Section 1: Executive Summary

Primary Point of Contact

Gerry O'Reilly, PE, District Secretary
Florida Department of Transportation, District 4
3400 West Commercial Boulevard
Ft. Lauderdale, FL 33309
Phone - 954-777-4411
Gerry.OReilly@DOT.State.FL.US

Project Description: South Florida Railroad Crossing Safety Project

This grant request is proposed to greatly enhance the safety of the South Florida Rail Corridor (SFRC) in Miami-Dade, Broward and Palm Beach Counties, Florida through the implementation of a clearly delineated and monitored Dynamic Envelope Zone (DEZ) at all major crossings in the corridor. **The corridor already has 4 locations with DEZ implementation, this grant will accelerate the overall program objectives to a total of 26 crossings across 3 counties and immediately elevate awareness and visibility of rail crossing safety over the entire region.** Figure 1 shows the SFRC and crossings proposed for improvement. Note the figure also shows also shows that the project is an "Urban" project as defined in the Transportation Investment for Generating Economic Recovery (TIGER) 2016 Guidance. The corridor is entirely within the Miami Urbanized Area that includes Miami-Dade, Broward and Palm Beach Counties and is eligible for up to 80% TIGER funding.

The Florida Department of Transportation (FDOT) owns the SFRC in which the South Florida Regional Transportation Authority (SFRTA) manages the operations of the Tri-Rail commuter passenger rail system, AMTRAK operates intercity passenger rail and CSX Transportation (CSXT) operates freight rail. In December of 2012, FDOT implemented a demonstration safety project at the Commercial Boulevard railroad crossing on the SFRC. High visibility pavement markings were developed that provide a distinct delineation of the area around the tracks known as the "dynamic envelope." The goal of the added markings is to reduce the number of vehicles that come to a stop within the fouling area of the track (crossing), a violation of most applicable state highway traffic laws. Ancillary signage and video monitoring equipment were also included to increase safe driving behavior, reduce the number of incidents and monitor results. This project was named the Dynamic Envelope Zone (DEZ).

The John A. Volpe National Transportation Systems Center (Volpe Center) has since, twice evaluated the effectiveness of the FDOT (DEZ) implemented at the Commercial Boulevard crossing. The results of the studies validated its effectiveness indicating that the DEZ changed driver behavior immediately after deployment and over the long term. Long term impacts show a reduction of 49% of drivers stopping on top of the rail crossing in one direction and 29% in the other. These results indicated that awareness and safe behavior grew over time as the results were an increase from the short term results of 45% in one direction and 15% in the other. The conclusions are that the DEZ safety project is a very effective tool in changing long-term driver behavior and reducing the number of vehicles that come to a stop on the tracks, thus reducing the possibility of a vehicle being struck by a train.

Since the first effort was shown to be a success, FDOT has implemented the DEZ at 3 other major crossings on the SFRC. This grant request proposes to leverage the TIGER program to implement the **Dynamic Envelope Zone Project at 22 of the busiest Crossings in South Florida Including a state of the art vehicle detection/gate activation system and a regional rail operations monitoring system.**

Grant Request

Total Project Capital Cost	\$11,667,841
TIGER Grant Request	\$ 9,334,273 (80%)
Local Match	\$ 2,333,568 (20%) Cash Match
Benefit Cost Ratio at 3% Net Present Value	4.57
Benefit Cost Ratio at 7% Net Present Value	3.91

Performance Criteria

The quantitative responses to the TIGER performance criteria are the results of extensive research into including the individual Federal Railroad Administration (FRA) Highway Rail Grade Crossing Accident/Incident Reports¹, SFRTA Daily Event Logs¹ and results documented in the March, 2016 Final Draft Report: Long-Term Effect of Dynamic Envelope Pavement Markings on Vehicle Driver Behavior at a Highway-Rail Grade Crossing¹ by the Volpe Center for the Federal Railroad Administration.

FRA crash reports for the 10 year period from March 31, 2007 to March 31, 2016 were used to identify and research crashes at the proposed 22 crossing locations. An initial review of the reports was performed to screen out suicides, off-crossing incidents between the crossings and any other crashes that the DEZ project could not prevent from happening. A summary Table is provided at the link: Crash Research Data¹. Results show that 43 total incidents occurs that the DEZ could impact including 33 Crashes Involving a Tri-Rail Train, 8 Crashes involving an AMTRAK Train and 2 Crashes involving a CSXT train.

The crash reports were then used to obtain actual fatalities (12), injuries (36) and property damages (\$538,173). The dates and times of the incidents were then used to cross-reference SFRTA Daily Train Operations Event Logs. The logs were used to obtain post-event impacts including details on the time of the event, the time the train involved in the event was held on the tracks and the actual number of passengers held on the train. In addition, delayed and annulled trains were identified including the number of passengers impacted at stations by the overall post-event system delay. In most instances this level of detail was not available for the AMTRAK or CSX crashes.

The FRA studies performed by the Volpe Center provides a solid base for validation of the safety benefits documented in this application. The Volpe Center performed an independent performance assessment of the initial FDOT deployment of the Commercial Boulevard DEZ safety project in 2012/2013. A second study, referenced above, was performed by the Volpe Center in 2015 to assess long-term impacts after 27 months of deployment. Both studies reported that the DEZ had a significant positive impact on driver behavior at crossings. As previously mentioned, the long term evaluation of the Commercial Boulevard crossing revealed that positive driver behavioral change actually grew over time. The results showed that drivers not stopping in the fouling area

Figure 1 – SFRC and Crossings Proposed for DEZ Project



increased an additional 9% (from 45% to 49%) from 2013 to 2015 and an additional 93% (from 15% to 29%) in the other direction. For the purposes of this application, a conservative approach

was taken where the assumed impact of the DEZ project would mitigate 39% (average of the 49% and 29% findings from the 2015 observations).

Also note that the conditions found at the Commercial Boulevard crossing are similar throughout the corridor as all the crossings are all State Roadways, except for one that is a major County Arterial, are located in congested areas and are impacted by signals in proximity to the crossing and/or by ramps to/from I-95.

2016 TIGER Performance Criteria Results

Safety: This project will reduce the **25 projected incidents including vehicle, pedestrian and bicycle crashes with trains, save 7 lives and reduce injuries by 21 persons.**

Economic Competitiveness: Implementation of the grant will greatly increase the reliability of the rail corridor **reducing delay to more than 59,000 passengers and over 179 hours of train delay through the year 2032** that impacts Tri-Rail and AMTRAK passenger services and CSXT Freight movements.

State of Good Repair: This project will improve the conditions of all 22 crossings including rehabilitation of 11 crossings and preservation of 11 others in order to **extend the life cycle of the crossing for 15 years.** In total 2.33 layers of epoxy resin will be applied in the crossing zone. The epoxy resin materials that have been selected are

the same materials that have been used on bridge decks for the past 20 years. The first 2 layer will be applied upon installation of the DEZ and the third will be a maintenance application that will be applied during the 15 year cycle.

Quality of Life: Providing affordable and convenient transportation choices is critical to promoting transformative, positive, and long-lasting quality of life changes. Our research of the past 10 years indicates that 401 Tri-Rail Passenger Trains were delayed, annulled (not dispatched) or terminated (dispatched back to the yard) due to the system wide impacts of an incident. These train delays impacted more 100,000 passengers. Further, the Event Logs provided such detail that we were able to identify that **7,760 persons were on the actual Tri-Rail trains involved in the incidents and were delayed an average of 1.22 hours each while safety and law enforcement officials inspected the crash scene. This grant proposal will reduce these impacts by 39%**. The Team was not able to determine the passenger delay for the AMTRAK Trains or CSXT freight trains as they did not have available Event Logs similar to Tri-Rail.

Environmental Sustainability: Improving the reliability of passenger rail and freight movement will improve the environment, encourage environmental stewardship and address environmental justice issues. The analysis of train activity in the past 10 years revealed that, 31 trainsets involved in crashes at the subject crossings were idled for 31 hours and 11 minutes, burning 3,075 gallons of fuel (based on an average of 3.2 gallons per hour while idling¹) 39% of these impacts will be mitigated due to the DEZ reducing CO² emissions.

In addition, there are brownfields all along the SFRC. With increased reliability, more passengers and freight movement are expected and will subsequently impact investment in transit oriented development, intermodal, and distribution center redevelopment of the brownfields. Tri-Rail is a critically important service providing access to jobs across the region. Increasing the reliability of the service is of great importance as the most recent Tri-Rail ridership survey¹ performed in July 2013 indicates 53% of users are on a trip to work, 69% use the system 5, 6 or 7 days a week and 34% do not have the choice of driving by car. Railroad Crossing incidents can cause delays and disruptions to service for hours and based on our research can happen up to 4.3 times a year (43 events over last 10 years). **While choice riders have options and can switch modes, the low income riders and those without the option to drive are exposed to a loss of wages and potentially their jobs when incidents of this magnitude occur once or multiple times on work trips.**

The SFRC also actively moves hazardous materials on a regular basis. **Over the month of March 2016¹, 450 train cars of hazardous materials were moved on 279 different trains** per information provided by the CSXT Railroad*. On average, 9 trains a day traverse the SFRC that carry materials such as: **acetone, chlorine, ethanol, fuel oil, hydrochloric acid, petroleum gases and sodium hydroxide solution.**

Innovation: The DEZ Project is a proposal that includes **new materials and pavement markings** that have shown proven results in its initial demonstration project and will include **state-of-the art vehicle detection/gate activation and video monitoring system.**

Partnership: FDOT owns the SFRC, which **AMTRAK, Tri-Rail, and CSXT** operate and use daily. This project has strong support from the region including the **Treasure Coast Regional Planning Council, Miami-Dade, Broward, and Palm Beach Counties** and the statewide **Operation**

Lifesaver rail crossing safety initiative. The **SFRTA** operates the Tri-Rail commuter rail system in the FDOT owned rail corridor and will significantly benefit from the project. On April 22, 2016 the Board unanimously supported this grant application and have provided a letter of support. SFRTA is governed by a board which includes County Commissioners and Business leaders from the 3 Counties as well as 3 Governor Appointees.

Project Readiness: FDOT has implemented 4 of the DEZ safety projects since 2012, most recently completing 3 projects simultaneously in December of 2015 at the Atlantic Avenue, Powerline Road and Sample Road crossings of the SFRC. We propose to implement this project in 4 construction phases from FY 2018 to FY 2021 while pre-design services are completed in FY 2017. The FDOT Planning and Environmental Management Office (PLEMO) has reviewed the proposed project for any impacts to resources protected under the National Environmental Policy Act (NEPA) and will conduct all required investigations and resource agency coordination. The proposed project is anticipated to qualify as a Type 1 Categorical Exclusion (CE) per 23 C.F.R 771.117 (c) (13) in accordance with Florida's Programmatic Agreement for Categorical Exclusions (effective October 2015) and the FDOT Project Development and Environment (PD&E) Manual. Upon award the process of approvals will begin and is expected to be completed by December of 2016. FDOT has implemented 4 of the DEZ crossings, 3 projects as early as 5 months ago and is well experience on the ability to complete NEPA for these projects on-time and on-budget.

Obligation of Funds: FDOT commits to obligating the TIGER funds in the **Federal Fiscal Year of 2018 and will expend the funds by August of 2021.**

Demonstration to Meet Schedule and Budget: FDOT programmed a total of \$ 219,986 for the design and construction of 3 DEZ crossings projects in FY 2016. All 3 projects were let simultaneously and completed on-schedule and on-budget in December 2015.

Eligibility: The State of Florida sought out applications from the 7 Districts and the Florida's Turnpike Enterprise. Many applications were received and the Southeast Florida Railroad Crossing Safety Project was selected as one of the 3 applications to be submitted by the State because of its capacity to meet the requirements of the 2016 TIGER Notice Of Funding Opportunity (NOFO) and our ability to deliver the project.

Benefit Cost Analysis: A detailed benefit cost analysis was performed following TIGER guidelines and is provided later in Section 3. **The results show a Benefit Cost Ratio of 4.57 at 3% Net Present Value and 3.91 at 7% Net Present Value.** These results indicate a strong candidate for TIGER funding. A summary of the analysis is provided on Table 1 in the format suggested by the 2016 TIGER Grant Benefit Cost Analysis Guidance for the Executive Summary.

Table 1. Summary of Benefits

Current Status Baseline & Problem to be Addresses	Change to Baseline/Alternatives	Type of Impacts	Population Affected by Impacts	Economic Benefit	Summary of Results	BCA
Improve safety at 22 major railroad crossings on the South Florida Rail Corridor	Implementation of the Dynamic Envelope Zone Project at 22 of the busiest Crossings in South Florida including a state of the art vehicle detection gate activation system and a regional rail operations monitoring system.	Reduce fatalities, injuries and property damage resulting from vehicles, bicyclist and pedestrians stopping on the tracks.	This project will reduce crashes by 21 projected incidents including vehicles, pedestrians and bicycle crashes with trains, saving 7 lives and reducing injuries by 24 incidents, benefiting the Public and Freight Industry.	At a 3% and 7% rate the Net Present Value is \$54,264,402 and \$41,742,127 respectively.	Safety savings from fatalities, injuries and property damage. The cost of delays to rail passengers and the cost of providing bus bridges between stations when the system is shut down.	Details of the BCA analysis are provided in Section 3 of this report

Section 2. Project Description

Project Background

This proposed Southeast Florida Railroad Crossing Safety Project is an excellent candidate as it is consistent with the intent of the TIGER Program as it: leverages the resources of local 20% cash matching capital funds and a commitment to long-term operating and maintenance funding; furthers existing partnerships between FDOT, AMTRAK, SFRTA and the CSXT Railroad as well as the South Florida Region, Counties and municipalities along the corridor; catalyzes investment by increasing reliable passenger and freight rail movements thereby increasing use and subsequent investment in brownfield locations for transit oriented development and intermodal and distribution center facilities along the corridor; it also fills a void by providing transit for economically disadvantaged commuters who rely solely on Tri-Rail to get to work on-time consistently; and provides a substantial benefit to the region, state and nation by improving the safety and reliability of a corridor that serves 3 counties with 5 Million plus population, 3 major commercial airports, 3 major transit facilities, AMTRAK and a Class 1 Railroad.

According to the U.S. DOT Crossing Inventory data, approximately 57,169 highway-rail grade crossings are located within 200 feet of a nearby road intersection. At these crossings, there is a potential for vehicles to queue up at the railroad tracks due to insufficient storage space, resulting in possibility of being struck by a train. In 2014, there were 2,291 highway rail grade crossing incidents that resulted in 294 fatalities and 868 injuries. Of those incidents, 535 were coded with the vehicle position as having “stopped on crossing”, “trapped on crossing by traffic”, or “blocked on crossing by gates” at the time of incident in the FRA Highway-Rail Grade Crossing Accident/Incident form 6180.57. It is assumed that these incidents could be related to insufficient storage space. The Florida Department of Transportation (FDOT) installed pavement markings and signage to reduce such incidents at a grade crossing on Commercial Boulevard in Fort Lauderdale, FL. The Volpe Center in support of FRA conducted a before and after test to evaluate the long term effectiveness of the pavement markings and signage at that crossing.

FDOT actively pursues the construction of grade separations carrying roadways over and under railroad tracks. However, Florida has generally flat terrain and a high water table meaning that it is more difficult to construct grade-separated highway-rail crossings than in other states where the natural terrain provides vertical grades. The 22 locations proposed for this grant could benefit from grade separations however the highly urbanized environments, cost of right of way, and business damages would push the costs of just 1 or 2 crossings beyond the limits of this program. The cost is very high when a major arterial/interstate is adjacent to the railroad right of way such as I-95 along the SFRC. More difficult than the cost is the strong community and political opposition to grade separations in the region. No doubt that grade separation is often the best solution to preventing vehicle/train crashes however there are no recommendations in any of the MPO Long Range Cost Feasible or Needs plans for these types of projects. In the meantime, implementing a proven safety application region-wide is the best alternative and a good candidate for TIGER grant funding.

Ladders of Opportunity

The Southeast Florida Railroad Crossing Safety Project is consistent with the underlying principles of the USDOT Ladders of Opportunity. The principles include increasing opportunities to access employment, education, and services via safe reliable transit which are consistent with the region's Long Range Transportation Plans and a focus on work force development and expanding middle class jobs through investments in freight, seaports and intermodal transportation projects is in line with the billions of dollars spent in South Florida on these types of projects in the last decade. Reliability of transportation is critical to the success of these initiatives and investments. Commuters and freight carriers can usually "manage" around recurring/expected congestion however, unexpected, non-recurring congestion resulting from crashes has a very significant impact on people's lives and the cost of moving freight. Furthermore our analysis of crash data indicates that a railroad crossing incident can disrupts system service for several hours.

Transformative

The proposed project is Transformative in that it will provide broad and long lasting positive improvements in safety, economic development, the environment, sustainability and state of good repair. The effectiveness of the project was validated by the Volpe Center as having the impact of significantly changing driver behavior. Holistic safety initiatives include the 3 "E"'s: – Engineering, Education and Enforcement initiatives. The USDOT, State DOTs and the engineering industry invest heavily in engineering safe infrastructure and the law enforcement community spend many hours in enforcing laws focused on safety. Arguably the most difficult "E" is the "Education" where the community at large needs to understand the circumstances of unsafe behavior and respect for safe driving laws. The performance assessment test performed on the original demonstration location showed very significant results where between 45% and 15% of drivers, by direction, who used to stop on top of tracks changed behavior immediately after implementation of the program and 27 months later those results increased to 49% and 29%, by direction. These results indicate dramatic improvements in the status quo by providing significant and measurable improvements over existing conditions. FDOT subsequently invested funds to add 3 more DEZs in the corridor.

This proposed grant will advance the program to expand implementation from 4 crossings to a total of 26 through 3 highly urbanized counties. The implementation of the entire program will have a profound region-wide impact on driver understanding of safe driving practices at crossings that will

greatly improve passenger rail and freight rail reliability leading to an increase in ridership and economic development.

Project Details

In order to reduce the number of vehicles that stop on the railroad tracks, FDOT developed and implemented a crossing dynamic envelope with brightly colored yellow and white paint and modified the existing signage to match the new paint scheme. The Manual on Uniform Traffic Control Devices (MUTCD) defines the “Dynamic Envelope” as the clearance required for a train and its cargo overhang due to any combination of loading, lateral motion, or suspension failure. Any object within the dynamic envelope has the potential to be struck by a train as the train passes through the crossing. The installation occurred over a two-day period from December 9 to 10, 2012. Figures 2 and 3 show the images of the pavement markings and the signage respectively.

Figure 2. Dynamic Envelope Pavement Markings

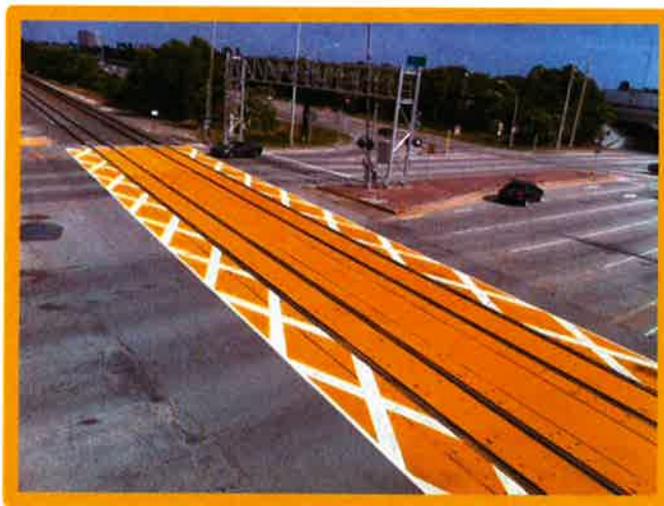


Figure 3. Dynamic Envelope Signage



The Project Team selected 22 railroad crossings along the SFRC based on functional classification, crossing safety ratings and traffic volumes and the locations are provided on Table 2. Figure 1 previously showed a map of the locations in proximity to the region and we believe that this project will give a high level of visibility to rail safety to 100s of thousands of residents and drivers in South Florida. FDOTs goal is to implement the DEZ system so that there is a 15 year life span for each of the crossings. A team of qualified railroad experts researched previous upgrades to the selected crossings and field inspected the sites that had not been upgraded in 5 years. As a result, 11 crossings were identified for base improvements, costs were calculated and are shown on Table 2 along with the costs for the DEZ treatments and the deployment of smart rail corridor intelligent detection and monitoring systems.

Constructing a railroad crossing to last 15 years requires a lot of research, coordination and planning before the actual demolition and construction work begins and coordination is underway.

FDOT, SFRTA and the Veolia Transportation Maintenance, Inc. (VTMI) are working as a Team to complete the process. Engineering and design work will pay particular attention to the horizontal and vertical alignments adhering to all the criteria required for providing a quality crossing to meet or exceed federal, state, local government and private railroad requirements.

The contractor will remove one track at a time in order to maintain train traffic through the work site. All the existing materials will be removed including the ballast down to the compacted subgrade (hardpan). A new drainage pipe will be placed to provide the proper drainage from the crossing. A new conduit pipe will be placed for the new electrical wiring necessary for the new crossing signal equipment. New track materials will be provided for the construction of the crossing in accordance with FDOT, SFRTA, and VTMI construction standards. The approved crossing type for the South Florida Rail Corridor (SFRC) must be granite or trap rock, 10 foot wood ties, and 8 foot concrete panels properly sized for the rail section secured with lag screws. The other required track materials (OTM) will be new.

Table 2. Project Description

Phase	Roadway/Project Name	Signal Class	Detection System Cost	** Dynamic Envelope Cost	*** RR Xing Construction	Total Capital Cost per Crossing	**** Annual Operating and Maintenance
Pre-Construction							
	Video Detection System ConOps	N/A	\$50,000	\$0	\$0	\$50,000	N/A
	NEPA Compliance	N/A	\$0	\$50,000	\$0	\$50,000	N/A
Total Pre-Construction			\$50,000	\$50,000	\$0	\$100,000	N/A
Phase 1A							
	NW 79th Street (934)	Class IV	\$0	\$67,625	\$0	\$67,625	\$0
	NW 36th Street (948)(27)	Class V	\$0	\$42,650	\$0	\$42,650	\$0
	NW 54th Street (944)	Class VI	\$0	\$67,298	\$0	\$67,298	\$0
	Le Jeune Road (953)	Class III	\$0	\$66,992	\$0	\$66,992	\$0
	Airport Expressway (112)	Class III	\$0	\$69,407	\$0	\$69,407	\$0
	NW 57th Avenue (Red Road)(959)	Class III	\$0	\$47,971	\$282,838	\$330,809	\$0
Total Capital			\$0	\$361,943	\$282,838	\$644,782	N/A
Phase 1B							
	Stirling Road (848)	Class VI	\$92,000	\$68,498	\$641,826	\$802,324	\$4,600
	Hollywood Boulevard (820)	Class VI	\$92,000	\$92,614	\$989,934	\$1,174,549	\$4,600
	Pembroke Road (824)	Class VI	\$92,000	\$90,242	\$989,934	\$1,172,177	\$4,600
	Hallandale Beach Boulevard (858)	Class VI	\$348,112	\$92,341	\$989,934	\$1,430,387	\$18,650
	NW 27th Avenue (817)(9)	Class VI	\$0	\$74,832	\$0	\$74,832	\$0
	NW 135th Street (916)	Class VI	\$0	\$75,442	\$0	\$75,442	\$0
Total Capital			\$624,112	\$493,970	\$3,611,629	\$4,729,711	N/A
Phase 1C							
	Hillsboro Boulevard (810)	Class VI	\$92,000	\$77,142	\$0	\$169,142	\$4,600
	Sample Road (834)	Class VI	\$348,112	\$0	\$0	\$348,112	\$18,650
	Cypress Creek Rd	Class IV	\$0	\$82,896	\$837,637	\$920,533	\$0
	Oakland Park Boulevard (816)	Class IV	\$0	\$74,588	\$652,704	\$727,292	\$0
	*Griffin Road (818)	Class IV	\$0	\$87,441	\$935,542	\$1,022,983	\$0
Total Capital			\$440,112	\$322,068	\$2,425,883	\$3,188,063	N/A
Phase 1D							
	Okeechobee Boulevard (704)	Class VI	\$348,112	\$96,455	\$0	\$444,567	\$18,650
	Forest Hill Boulevard (882)	Class IV	\$0	\$79,319	\$843,076	\$922,395	\$0
	Lake Worth Road (802)	Class IV	\$0	\$66,329	\$598,312	\$664,641	\$0
	Atlantic Avenue (806)	Class IV	\$0	\$74,084	\$772,366	\$846,451	\$0
	Yamato Road (794)	Class IV	\$0	\$127,231	\$0	\$127,231	\$0
Total Capital			\$348,112	\$443,419	\$2,213,754	\$3,005,286	N/A
Capital Cost			\$1,462,336	\$1,671,400	\$8,534,105	\$11,667,841	N/A
Figar Grant Request						\$9,334,273	N/A
FDOT Match (20%)						\$2,333,568	N/A

*Griffin Rd is contiguous with Gulf Stream Way. Only Griffin Rd Surface used in calculation of construction cost.

**assume \$96 Per Square Yard (35% increase for 2nd coating). Fixed costs of: \$15K for flagging, \$7K for MOT design, \$10K for Survey & Construction Design per crossing.

***assume \$2,092 Per Track Foot for Xing construction cost calculation based on 2015 costs for the DEZ projects

****assume Video Detection - \$5,000/yr. operating plus \$13,650/yr. for maintenance of the rail crossing advanced vehicle detection and video monitoring system locations (3) per site; 5% maintenance (\$4,600) for only crossing/gate activation vehicle detection sites (4); DEZ Pavement Marking Maintenance covered by Warranty.

To add to the life of the concrete crossing panels, which are viewed in the same way as a concrete bridge deck, a two-step epoxy resin coating with aggregate process will be implemented. The epoxy resin materials that have been selected for the DEZ are the same materials that have been used on bridge decks for the past 20 years in Florida. The first layer of epoxy resin is applied and aggregate is broadcasted over the epoxy and the excess is swept off. The second layer of the epoxy resin is applied on the first layer using a yellow stone.

The final step to complete the application is to paint the appropriate white striping onto the yellow stone to complete the Dynamic Envelope process. The projected life of this new constructed crossing is 15 years. This approach is consistent with the State of Good Repair objectives of the

TIGER Grant Program. The notable point is that installations are two coats of epoxy rather than a single coat.

Finally, FDOT will be seeking a 10 year warranty from vendors and additional funds will be programmed to maintain the markings to reach the 15 year life span of the crossing. Table 2 shows the costs of the DEZ maintenance application at 1/3 of the full cost of another application. FDOT generally programs a complete crossing rehabilitation every 15 years which will include new DEZ installation and system improvements in perpetuity as part of the regular maintenance program.

Vehicle Detection

The intent of this project proposal is to develop a holistic safety, monitoring, detection and mitigation system that will: warn/educate drivers of the dynamic envelope; detect vehicles in crossings and provide exit gate activation and to monitor train activity including speed and length. Future plans are to coordinate signals to clear crossings in advance of train arrivals and provide information on pending closures in order to select an alternate route. The base detection system will be installed at 4 locations. These devices have been installed and proven to be effective in North Carolina¹. If the system detects a vehicle on the crossing the exit gate will remain in the upright position, allowing the vehicle to “escape”. The advanced system will be implemented at 3 strategic locations to monitor train travel through the region and will allow operators at the Traffic Management Center (TMC) to evaluate train speeds and length in relation to congestion at railroad grade crossings. The advanced system also includes the gate activation capabilities.

Figure 4. Dynamic Envelope Vehicle Detection System

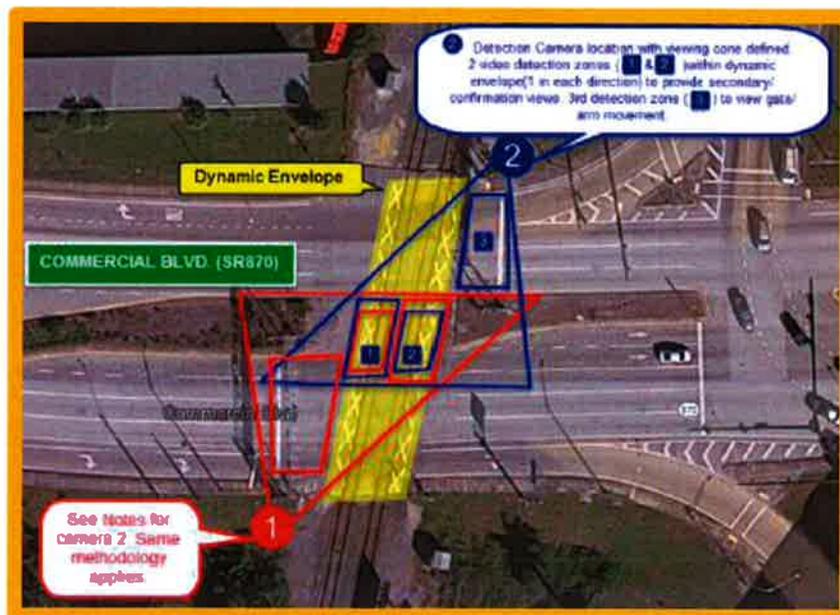


Table 3. Project Phasing

This holistic system will provide FDOT self-reliant information in order to provide operations staff with valuable data. This project would move forward with a few goals in mind. First, establish a system that allows for the monitoring of railroad crossings along state roads, and within the dynamic envelope. Subsequent to this deployment, active management of traffic at crossings may be possible.

The deployment will allow for our operators to anticipate congestion and therefore make any necessary adjustments, and suggestions to the signal timing engineers, to ensure minimum impact to the state road traffic in normal conditions and during post-crash events. In the future FDOT plans to develop a method to inform the traveling public when crossing closures are anticipated. This could be achieved by use of Dynamic Message Signs (DMS) that would inform roadway traffic that a crossing closure is set to occur. The cost estimates do not take into consideration the cost of a DMS.

Table 3 provides a description of the project implementation strategy by phase from FY 2017 to FY 2021 and Figure 4 provides a graphic of how the advance system would be implemented.

Project Phase	Type of Services	Cost
FY 2017 Pre-Design Services		
70.00 Professional Services		
	Video Detection Monitoring System Concept of Op	\$ 50,000
	NEPA Documentation and Approval	\$ 50,000
Total Pre-Design \$ 100,000		
Phase 1A FY 2018 - NW 79 St, NW 36 St, NW 54 St, LeJeune Rd, Airport Expressway, NW 57 Ave		
10.0 Track Structures and Track Costs		
	10.04 Track Structure Road/Railway Crossing	\$ 386,869
Subtotal		
70.00 Professional Services		
	70.03 Final Design	\$ 68,030
	70.04 Project Management - Maintenance of Traffic	\$ 37,850
	70.09 Construction Engineering Inspection	\$ 37,850
	80.00 Contingency (30%)	\$ 114,184
Total Phase 1 \$ 644,782		
Phase 1B FY 2019 - Stirling Rd, Hollywood Blvd, Pembroke Rd, Hallandale Beach Blvd, NW 27th Ave, NW 135th St		
10.0 Track Structures and Track Costs		
	10.04 Track Structure Road/Railway Crossing	\$ 2,779,110
50.0 Communications and Signaling		
	50.05 Communications	\$ 323,996
70.00 Professional Services		
	70.03 Final Design	\$ 294,513
	70.04 Project Management - Maintenance of Traffic	\$ 200,580
	70.09 Construction Engineering Inspection	\$ 200,580
	80.00 Contingency (30%)	\$ 930,932
Total Phase 2 \$ 4,729,711		
Phase 1C FY 2020 - Hillsboro Blvd, Sample Rd, Cypress Creek Rd, Oakland Park Blvd, Griffin Rd		
10.0 Track Structures and Track Costs		
	10.04 Track Structure Road/Railway Crossing	\$ 1,864,710
50.0 Communications and Signaling		
	50.05 Communications	\$ 248,107
70.00 Professional Services		
	70.03 Final Design	\$ 191,904
	70.04 Project Management - Maintenance of Traffic	\$ 124,887
	70.09 Construction Engineering Inspection	\$ 124,887
	80.00 Contingency (30%)	\$ 633,568
Total Phase 3 \$ 3,188,063		
Phase 1D FY 2021 Okeechobee Blvd, Forest Hill Blvd, Lake Worth Rd, Atlantic Ave, Yamato Rd		
10.0 Track Structures and Track Costs		
	10.04 Track Structure Road/Railway Crossing	\$ 1,784,364
50.0 Communications and Signaling		
	50.05 Communications	\$ 211,867
70.00 Professional Services		
	70.03 Final Design	\$ 179,080
	70.04 Project Management - Maintenance of Traffic	\$ 115,553
	70.09 Construction Engineering Inspection	\$ 115,553
	80.00 Contingency (30%)	\$ 598,869
Total Phase 4 \$ 3,005,286		
Total Project		
Tiger Grant Request		\$ 9,334,274
FDOT Match (20%)		\$ 2,333,568
Total Cost		\$11,667,842

Section 3. Benefit Cost Analysis

A detailed Benefit Cost Analysis was performed on the project utilizing the TIGER guidance documents. The quantitative responses to the TIGER performance criteria shown in Tables 4 and 5 are the results of extensive research into Federal Railroad Administration (FRA) Highway Rail Grade Crossing Accident/Incident Reports¹, SFRTA Daily Event Logs¹ and from the results documented in the March, 2016 Final Draft Report: Long-Term Effect of Dynamic Envelope Pavement Markings on Vehicle Driver Behavior at a Highway-Rail Grade Crossing¹ by the Volpe Center for the Federal Railroad Administration.

On a typical weekday there are 50 Tri-Rail trains, approximately 9 CSXT trains and 4 AMTRAK trains operating along the SFRC. Tri-Rail began operating 50 trains a day in June of 2007 and considering that they are the predominant service provider in the corridor it is reasonable to conclude that the historic research developed for this application has consistently been based on the same level of train service. With that said the analysis of the benefits and costs for the vehicle and rail base line and future conditions are not expected to change dramatically. In order to perform an accurate and conservative analysis, the results of the historic analyses will be directly applied to the future as they include growth in traffic and consistent year over year rail traffic.

FRA crash reports for the 10 year period from March 31, 2007 to March 31, 2016 were used to identify and research crashes at the proposed 22 crossing locations and are documented in the electronic appendix link provide in the Executive Summary. An initial review of the FRA crash reports was performed to screen out suicides, off-crossing incidents, incidents between the crossings and any other crashes that the DEZ project could not prevent from happening. A summary of the results relating to the quantitative performance criteria that are addresses in this proposal is follows Tables 4 and 5.

Table 4. Analysis of Project Benefits

Calendar Year	Safety Benefits					Value of Property Damage Saved ⁷	Value of Person Hours of Delay Saved ⁸		Bus Bridge Cost Savings ⁹	Total Project Benefit	
	Phase ¹	Cumulative Phase Implementation ²			Value of Lives Saved ⁵		Reduced Moderate Injuries ⁶	Business			Personal
		Xings	Base Video ³	Advance Video ⁴							
2018	1A	6	2	0	\$ 9,200,000	\$ 432,400	\$ 20,989	\$ 25.23	\$ 12.42	\$ 2,789	
2019	1A+1B	12	8	1	\$ 1,174,255	\$ 165,570	\$ 5,724	\$ 5.430	\$ 4.815	\$ 297	\$ 1,356,091
2020	1A+1B+1C	17	10	2	\$ 2,348,509	\$ 331,140	\$ 11,448	\$ 10.860	\$ 9.631	\$ 593	\$ 2,712,182
2021	1A+1B+1C+1D	22	11	3	\$ 3,327,055	\$ 469,115	\$ 16,219	\$ 15.385	\$ 13.644	\$ 840	\$ 3,842,257
2022	All	22	11	3	\$ 4,305,600	\$ 607,090	\$ 20,989	\$ 19.911	\$ 17.657	\$ 1,088	\$ 4,972,333
2023	All	22	11	3	\$ 4,305,600	\$ 607,090	\$ 20,989	\$ 19.911	\$ 17.657	\$ 1,088	\$ 4,972,333
2024	All	22	11	3	\$ 4,305,600	\$ 607,090	\$ 20,989	\$ 19.911	\$ 17.657	\$ 1,088	\$ 4,972,333
2025	All	22	11	3	\$ 4,305,600	\$ 607,090	\$ 20,989	\$ 19.911	\$ 17.657	\$ 1,088	\$ 4,972,333
2026	All	22	11	3	\$ 4,305,600	\$ 607,090	\$ 20,989	\$ 19.911	\$ 17.657	\$ 1,088	\$ 4,972,333
2027	All	22	11	3	\$ 4,305,600	\$ 607,090	\$ 20,989	\$ 19.911	\$ 17.657	\$ 1,088	\$ 4,972,333
2028	All	22	11	3	\$ 4,305,600	\$ 607,090	\$ 20,989	\$ 19.911	\$ 17.657	\$ 1,088	\$ 4,972,333
2029	All	22	11	3	\$ 4,305,600	\$ 607,090	\$ 20,989	\$ 19.911	\$ 17.657	\$ 1,088	\$ 4,972,333
2030	All	22	11	3	\$ 4,305,600	\$ 607,090	\$ 20,989	\$ 19.911	\$ 17.657	\$ 1,088	\$ 4,972,333
2031	All	22	11	3	\$ 4,305,600	\$ 607,090	\$ 20,989	\$ 19.911	\$ 17.657	\$ 1,088	\$ 4,972,333
2032	All	22	11	3	\$ 4,305,600	\$ 607,090	\$ 20,989	\$ 19.911	\$ 17.657	\$ 1,088	\$ 4,972,333
	All	22	11	3	\$ 58,517,018	\$ 8,250,900	\$ 285,256	\$ 270,603	\$ 239,969	\$ 14,780	\$ 67,578,526

1 - Phasing of project
2 - Cumulative sum of crossings and detection devices implemented
3 - Base video includes the vehicle detection and gate activation only
4 - Advanced video includes the base vehicle detection plus the monitoring of trains and potential for future integration with adjacent traffic signals
5 - Value of Lives Saved is calculated by Year - 12 Historic Lives Saved/10 Years/22 crossings*Cumulative crossings*39% Mitigation*Value of Life from TIGER BCA Guidance
6 - Reduced Moderate Injuries is calculated by Year - 36 Historic Injuries/10 Years/22 crossings*Cumulative crossings*39% Mitigation*Value of Moderate Injury from TIGER BCA Guidance
7 - Value of Property Damage Saved is calculated by Year - \$538,173 Historic Cost for all 22 crossings/10 Years = 53,817*39% Mitigation = \$20,989*Cumulative Xngs
8 - Value of Delay is calculated by Year - 40.92 Hours of Delay * 7,760 Passengers=Historic Delay Hours/10 Years/22 Crossings*53% Business Trips*BCA Guidance Cost per Hour (OR 47% for Personal Trips and BCA Guidance for Personal Hours)*39% Mitigation*Cumulative crossings
9 - Value of Bus Bridge Cost is calculated by Year - \$26,070 Historic cost of Bus Bridge/10 years*Cumulative crossings*39% Mitigation

Table 5. Analysis of Project Costs and Net Present Value

Calendar Year	Phase	Cumulative Phase Implementation			Implementation Costs (2015\$)		Operating & Maintenance			Total Project Cost	Total Project Benefit
		Xings	Base Video ¹	Advance Video ²	Pre Const	Construction ³	Operating Advanced Video ⁴	Maintenance of all Video ⁵	DEZ Zone Maintenance ⁶		
2017	Pre-Design	N/A	N/A	N/A	\$ 100,000				\$ 100,000		
2018	1A	6	2	0		\$ 644,782	\$ -	\$ 9,200	\$ 653,982	\$ 1,356,091	
2019	1A+1B	12	8	1		\$ 4,729,711	\$ 5,000	\$ 46,800	\$ 4,781,511	\$ 2,712,182	
2020	1A+1B+1C	17	10	2		\$ 3,188,063	\$ 10,000	\$ 66,000	\$ 3,264,063	\$ 3,842,257	
2021	1A+1B+1C+1D	22	11	3		\$ 3,005,286	\$ 15,000	\$ 80,600	\$ 3,100,886	\$ 4,972,333	
2022	All	22	11	3			\$ 15,000	\$ 80,600	\$ 95,600	\$ 4,972,333	
2023	All	22	11	3			\$ 15,000	\$ 80,600	\$ 95,600	\$ 4,972,333	
2024	All	22	11	3			\$ 15,000	\$ 80,600	\$ 95,600	\$ 4,972,333	
2025	All	22	11	3			\$ 15,000	\$ 80,600	\$ 95,600	\$ 4,972,333	
2026	All	22	11	3			\$ 15,000	\$ 80,600	\$ 95,600	\$ 4,972,333	
2027	All	22	11	3			\$ 15,000	\$ 80,600	\$ 95,600	\$ 4,972,333	
2028	All	22	11	3			\$ 15,000	\$ 80,600	\$ 95,600	\$ 4,972,333	
2029	All	22	11	3			\$ 15,000	\$ 80,600	\$ 119,441	\$ 215,041	
2030	All	22	11	3			\$ 15,000	\$ 80,600	\$ 163,010	\$ 258,610	
2031	All	22	11	3			\$ 15,000	\$ 80,600	\$ 106,282	\$ 201,882	
2032	All	22	11	3			\$ 15,000	\$ 80,600	\$ 146,328	\$ 241,928	
	All	22	11	3	\$ 100,000	\$ 11,567,842	\$ 195,000	\$ 1,089,200	\$ 535,062	\$ 13,387,104	\$ 67,578,526

	Cost	Benefit	Benefit/Cost Ratio
Net Present Value (3%)	\$ 12,129,019	\$ 54,264,402	4.47
Net Present Value (7%)	\$ 10,679,484	\$ 41,742,127	3.91

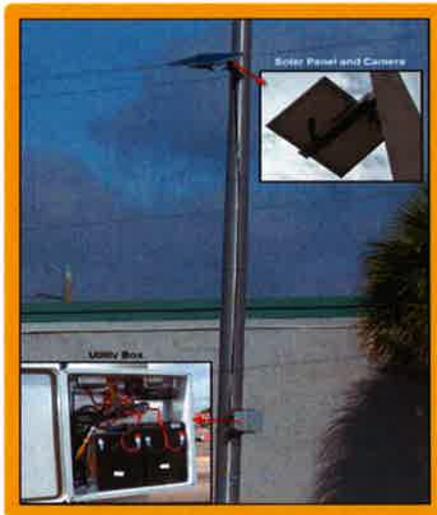
- 1 - Base Video includes the video detection and gate activation only
- 2 - Advanced Video includes the Base Video plus the monitoring of trains and potential for future integration with adjacent traffic signals
- 3 - From Project Description Tables for Phases 1A, 1B, 1C and 1D
- 4 - Operating Cost for Advanced Video is \$5,000 / Yr Per Unit
- 5 - \$10,000 X cumulative Advanced Video + \$4,600 X Cumulative Base Video
- 6 - Includes an upgrade of DEZ pavement markings at 33% to maintain crossing until a major rehab after 15 years

Long Term Effectiveness of the DEZ System:

In March, 2016 the Volpe Center submitted a Final Draft Report to the FRA Office of Research, Development and Technology documenting the long term effectiveness of the FDOT DEZ. The results document the impacts of the original performance assessment test performed immediately after installation of the first DEZ and reports the findings of a 2015 long term impact analysis 27 months after implementation. The following is a summary of the process and results from the report.

To determine the long-term effectiveness of the dynamic envelope pavement markings and signage, driver's stopping behavior was collected approximately 27 months after the installation of a DEZ system at the Commercial Boulevard crossing at the SFRC. Results from the original study (2013), which looked at driver stopping behavior before and four weeks after the installation (December 2012), were compared with the results of this study analyzing driver stopping behavior approximately 27 months after the installation. The objective was to determine if the pavement markings and signage are still effective in changing driver stopping behavior over two years after their installation. Data collection and analysis methods employed in this research study were the same as ones used during the original study.

Figure 5. Video data Collection System



The goal of this research study was to determine whether the pavement markings and accompanying signage are still effective in increasing driver awareness of the tracks thus reducing the number of vehicles that stop on the railroad tracks approximately 27 months after the installation.

The data analysis method employed in this research study was same as one used in the original research study. Driver stopping behavior at the crossing was analyzed for eight hours each day (between 7:30 a.m. and 9:30 a.m., 11 a.m. and 1 p.m., 4 p.m. and 6 p.m., and 10 p.m. and 12 a.m.) for 14 consecutive days for all three phases. The three phases consisted of pre-installation (Phase 1), 4 weeks after installation (Phase 2) and approximately 27 months after installation (Phase 3). The Phase 1 and Phase 2 data collection and analyses were completed during the original research study.

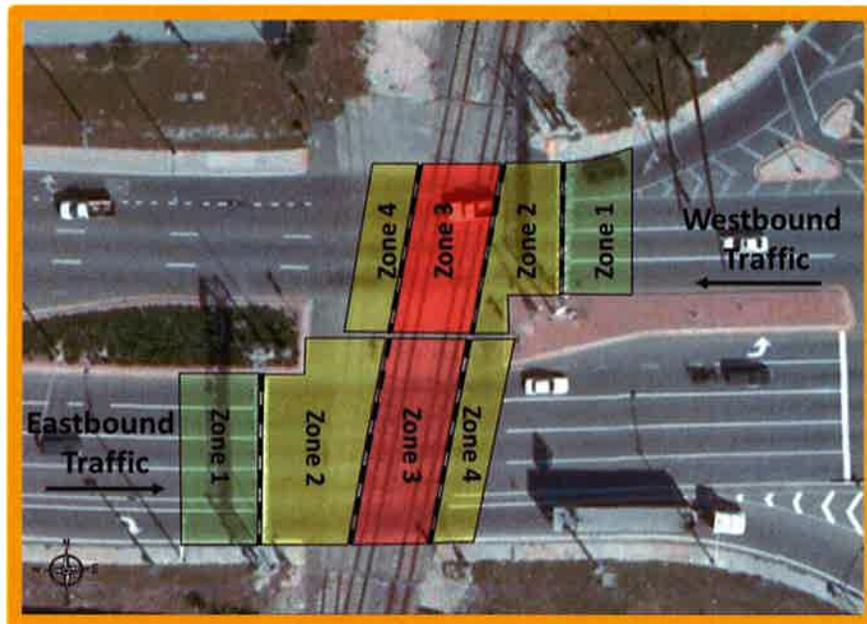
Each vehicle was coded based on four possible zones in which a vehicle came to a complete stop. Vehicles that passed through the crossing without stopping were not included in the study. Driver stopping behavior was coded by the most dangerous location in which their vehicle came to stop so that each vehicle is counted only once. The four zones represent different level of risk and are defined as follows:

- *Zone 1 (not dangerous): A vehicle is coded as stopped in Zone 1 if it stopped before the stop line at the crossing without any vehicle immediately in front of it. Motorists stopped in this zone are behaving safely.*

- **Zone 2 (Moderately dangerous):** A vehicle is coded as stopped in Zone 2 if it stopped after the stop line and before the dynamic envelope. All vehicles that stopped in this zone regardless of traffic were counted. Motorists stopped in this zone would be trapped inside descended gate but not struck by train.
- **Zone 3 – Dynamic Envelope Zone (very dangerous):** A vehicle is coded as stopped in Zone 3 if any portion of the vehicle is inside the dynamic envelope while stopped. All vehicles that stopped in this zone regardless of traffic were counted. Motorists stopped in this zone could be struck by a train.
- **Zone 4 (moderately dangerous):** A vehicle is coded as stopped in Zone 4 if it stopped past but immediately adjacent to the dynamic envelope. Motorists stopped in this zone would not be struck by a train.

Zone 3 was considered most dangerous, Zone 2 and Zone 4 were considered moderately dangerous and Zone 1 was considered not dangerous. The locations of the four zones are shown in below.

Figure 6. Analysis Zone Assignments



The final dataset consisted of 336 hours of video recording – 112 hours during each phase. For all three phases, a total of 21,326 vehicles were found to have stopped at one of the four possible zones. Of this total, 6,230 were coded prior to the installation of the pavement markings (Phase 1), 6,759 were coded four weeks after the installation of the pavement markings (Phase 2) and 8,337 were coded approximately 27 months after the installation of the pavement markings (Phase 3).

The effectiveness of the pavement markings and associated signage was measured by using the location and frequency of vehicles that stopped on their approach to the crossing. Table

6 shows the number and percentage of vehicles that stopped in each of the four possible zones for eastbound and westbound traffic.

Table 6. Driver Stopping Behavior by Zone

Zone Stopped	Eastbound Traffic			Westbound Traffic		
	Phase1 (Pre-DEZ 2012)	Phase2 (Post-DEZ 2013)	Phase3 (Long-Term DEZ 2015)	Phase1 (Pre-DEZ 2012)	Phase2 (Post-DEZ 2013)	Phase3 (Long-Term DEZ 2015)
Zone 1	1,890 (62.1%)	2,244 (67.6%)	2,334 (55.9%)	1,926 (60.4%)	2,209 (64.2%)	2,239 (53.8%)
Zone 2	832 (27.3%)	875 (26.4%)	1062 (25.4%)	749 (23.5%)	784 (22.8%)	977 (23.5%)
Zone 3	216 (7.1%)	130 (3.9%)	151 (3.6%)	400 (12.6%)	369 (10.7%)	369 (8.9%)
Zone 4	105 (3.5%)	70 (2.1%)	632 (15.1%)	112 (3.5%)	78 (2.3%)	573 (13.8%)
Total	3,043	3,319	4,179	3,187	3,440	4,158

The short-term effectiveness of the pavement markings in the eastbound direction showed a significant change in driver stopping behavior. A chi-square test of independence showed a significant difference from Phase 1 to Phase 2 ($\chi^2=82.22$, $df = 3$, $p < 0.01$). This change was mostly due to decrease in Zone 3 and Zone 4 by 45 percent and 39 percent respectively and 9 percent increase in Zone 1.

Approximately 27 months after the installation of the pavement markings and signage, the traffic in the eastbound direction still showed significant change in the drivers' stopping behavior. A chi-square test of independence showed a significant difference from Phase 1 to Phase 3 ($\chi^2=1,753.71$, $df = 3$, $p < 0.01$). This change was primarily due to large increase (338 percent) of motorists stopping in Zone 4 and a 49 percent reduction in motorists stopping in Zone 3.

Conclusions: Approximately 27 months after the installation of the pavement markings and signage, the traffic in the eastbound direction still showed significant change in the drivers' stopping behavior. The dynamic envelope pavement markings and signage still continue to have positive impact on driver stopping behavior approximately 27 months after their installation at the Commercial Boulevard grade crossing.

The Long Term Analysis Draft Final Report study results are:

Findings: "We (Volpe Center) observed a 49 percent reduction in number of vehicles that stopped in Zone 3 for eastbound and a 29 percent reduction for westbound from Phase 1 to Phase 3 compared to a 45 percent reduction for eastbound and a 15 percent reduction for westbound from Phase 1 to Phase 2."

The results are conclusive and play a significant role in the Cost Benefit Analysis for the South Florida Railroad Crossing Safety Project. The analysis will utilize a mitigation factor of 39% (Average of 2015 results for east/west movement 49% and 29% respectively).

TIGER Performance Criteria

This grant request documents both quantitative and qualitative benefits resulting from the implementation of the South Florida Railroad Crossing Safety Project. The quantitative results are predominantly based on the robust safety files and datasets provided by the FRA and SFRTA and applying the effectiveness rate of 39% discussed above. The historical research information was tabulated and typically divided by 10 years to get a per-year savings then divided by the 22 crossings to get a per-year/per-crossing savings and repeated for each of the 15 years. Then the 39% mitigation/effectiveness factor is applied to get the benefit attributed to the deployment of the DEZ system. For example in the last 10 years, 12 lives were lost due to crashes at the proposed 22 locations equaling an average of 1.2 lives per year. Under base conditions it would be anticipated that the SFRC will experience 18 fatalities in the next 15 years (1.2 fatalities per year/10 x 15 years). Implementing the DEZ system in the corridor has the potential of reducing the projection by 7 lives (18 fatalities X 39% effectiveness factor of the DEZ.) A similar approach is used for our quantitative results shown on Table 4. The footnotes provided a detailed explanation of how each quantitative benefit was calculated.

Safety: This project will reduce the number of incidents by **25 (43 crashes in last 10 years/10years x 15 Years x 39%) projected crashes including vehicle, pedestrian and bicycle crashes with trains, save 7 lives and reduce injuries by 21 (36 injuries in last 10 years/10 years x 15 years).**

Economic Competitiveness: Implementation of the grant will greatly increase the reliability of the rail corridor **reducing delay to more than 59,000 passengers (101,892 passengers in last 10 years/10 years x 15 years x 39%) and over 179 hours (306 hours of train delay in last 10 years/10 x 15 Years x 39%)** that impacts Tri-Rail and AMTRAK passenger services and CSXT Freight movements.

State of Good Repair: This project will improve the conditions of all 22 crossings including rehabilitation of 11 crossings and preservation of 11 others in order to **extend the life cycle of the crossing for 15 years**. Multiple layers of epoxy resin will be applied in the crossing zone. The epoxy resin materials that have been selected are the same materials that have been used on bridge decks for the past 20 years. The first 2 layers will be applied upon installation of the DEZ and a maintenance application that will be applied during the 15 year cycle.

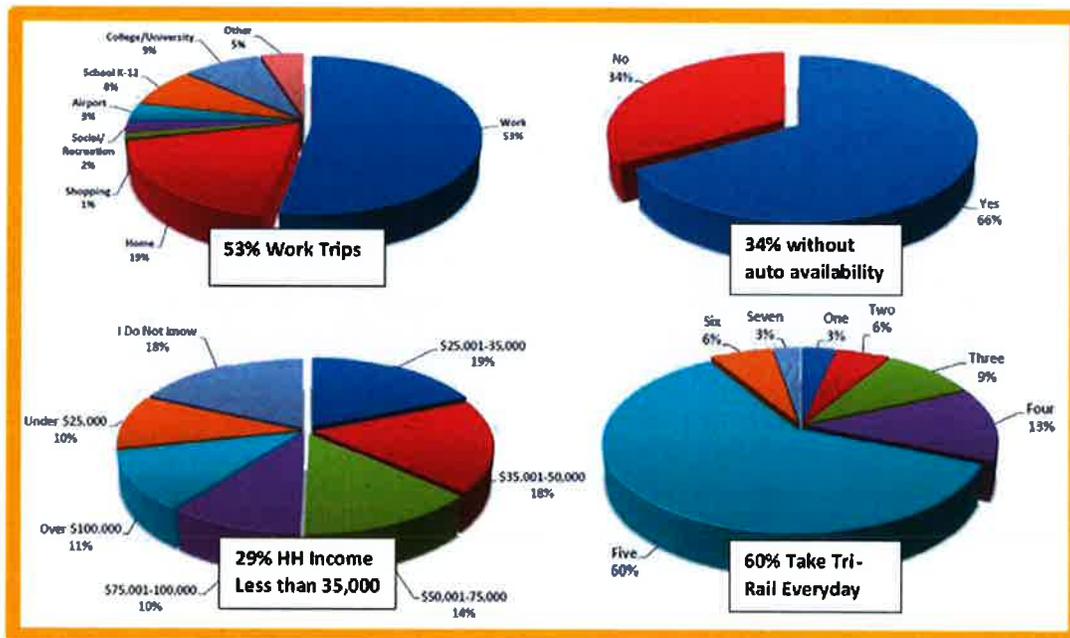
Quality of Life: Providing affordable and convenient transportation choices is critical to promoting transformative, positive, and long-lasting quality of life changes. Our research of the past 10 years indicates that 411 Tri-Rail Passenger Trains were delayed, annulled (not dispatched) or terminated (dispatched back to the yard) due to the system wide impacts of an incident. These train delays impacted more than 100,000 passengers. Further, the Event Logs provided such detail that we were able to identify that **7,760 persons were on the actual Tri-Rail trains involved in the incidents and were delayed an average of 1.22 hours each while safety and law enforcement officials inspected the crash scene. This grant proposal will reduce these impacts by 39%.** The Team was not able to determine the passenger delay for the AMTRAK Trains or CSXT Freight trains as they did not have available Event Logs similar to Tri-Rail.

Environmental Sustainability: Improving the reliability of passenger rail and freight movement will improve the environment, encourage environmental stewardship and address environmental justice issues. The analysis of train activity in the past 10 years revealed that, 31 trainsets involved in crashes at the subject crossings were idled for 31 hours and 11 minutes, burning 3,075 gallons of fuel (based on an average of 3.2 gallons per hour while idling¹) 39% of these impacts will be mitigated due to the DEZ reducing CO² emissions.

There are also brownfields all along the SFRC. With increased reliability, more passengers and freight movement will result and subsequently impact investment in transit oriented development, intermodal, and distribution center redevelopment of the brownfields.

Environmental justice is also a key benefit resulting from this project. Tri-Rail is a critically important service providing access to jobs across the region. Increasing the reliability of the service is of great importance to workers and especially lower income workers. The most recent Tri-Rail ridership survey¹ performed in July 2013 indicates 53% of users are on a trip to work, 69% use the system 5, 6 or 7 days a week and 34% do not have the choice of driving by car. Railroad Crossing incidents can cause delays and disruptions to service for hours and based on our research can happen up to 4.3 times a year (43 events over 10 years/10 years). **While choice riders have options and can switch modes, the lower income riders and those without the option to drive are exposed to a loss of wages and potentially their jobs when incidents of this magnitude occur once or multiple times on work trips.** Excerpts from the Tri-Rail ridership survey follow.

Figure 7. Tri-Rail 2013 Ridership Survey Excerpts



The SFRC also actively moves hazardous materials on a regular basis. Over the month of March 2016¹, more than 450 cars of hazardous materials were moved on 279 different trains

per information provided by the CSXT Railroad. On average, 9 trains a day traverse the SFRC that carry materials such as: acetone, chlorine, ethanol, fuel oil, hydrochloric acid, petroleum gases and sodium hydroxide solution.

Innovation: The DEZ Project is a proposal that includes new materials and pavement markings that have shown proven results in its initial demonstration project and will include state-of-the art vehicle detection/gate activation and video/radar system monitoring.

Partnership: FDOT owns the SFRC, which AMTRAK, Tri-Rail, and CSX operate and use daily. This project has strong support from the region including Miami-Dade, Broward, and Palm Beach Counties. An additional partner includes the SFRTA, whom has provided a letter of support. SFRTA is governed by a board which includes County Commissioners and Business leaders from the 3 Counties as well as 3 Governor Appointees.

Project Readiness: FDOT has implemented 3 of the DEZ safety projects most recently completing 3 simultaneously in December of 2015 at the Atlantic Avenue, Powerline Road and Sample Road crossings of the SFRC. The FDOT Planning and Environmental Management Office (PLEMO) has reviewed the proposed project for any impacts to resources protected under the National Environmental Policy Act (NEPA) and will conduct all required investigations and resource agency coordination. The proposed project is anticipated to qualify as a Type 1 Categorical Exclusion (CE) per 23 C.F.R 771.117 (c) (13) in accordance with Florida's Programmatic Agreement for Categorical Exclusions (effective October 2015) and the FDOT Project Development and Environment (PD&E) Manual. Upon award the process of approvals will begin and is expected to be completed by December of 2016. FDOT has implemented 4 of the DEZ crossings, 3 projects as early as 5 months ago.

Obligation of Funds: FDOT commits to obligating the TIGER funds in the Federal Fiscal Year of 2018 and will expend the funds by August of 2021

Demonstration to Meet Schedule and Budget: FDOT programmed, construction, CEI and Maintenance of Traffic funding of \$219,986 in FY 2016 and implemented 3 additional DEZ crossings projects. All 3 projects were let simultaneously and completed on-schedule and on-budget in December 2015.

Eligibility: The State of Florida sought out applications from the 7 Districts and the Florida's Turnpike Enterprise. Many applications were received and the Southeast Florida Railroad Crossing Safety Project was selected as one of the 3 applications to be submitted by the State because of its capacity to meet the requirements of the 2016 TIGER Notice Of Funding Opportunity (NOFO) and our ability to deliver the project.

Benefit Cost Analysis: A detailed benefit cost analysis was performed following TIGER guidelines and is provided later in Section 3. A summary of the analysis is provided on Table 1 in format suggested by the 2016 TIGER Grant Benefit Cost Analysis Guidance.

Section 4: Summary

The South Florida Railroad Crossing Safety Project is an outstanding candidate for the TIGER Grant program. The project goals and benefits are consistent with the underlying principles of the program including **Transformative** positive change for the community and providing **Ladders of Opportunity** for social and economic advancement.

This grant proposal provides concrete evidence of safety issues in the past where 12 persons have lost their lives in the last 10 years and 36 persons were injured due to crashes on the SFRC crossings. The data also shows that these incidents cause hours of system delay to thousands of persons trying to get to work, move freight and/or go about their daily lives.

The Volpe Center study solidifies the validity of this proposal having conducted performance assessment tests immediately after a deployment of a DEZ and more than 2 years later at the same location. The results show a dramatic impact on driver behavior immediately after implementation where up to 45% of drivers stopped idling their vehicles on the crossings and 27 months later positive, safe driving behavior continue to grow where up to 49% of drivers stopped unsafe driving habits.

¹All references can be found in 'Research.pdf' file

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 27, 2016

AGENDA ITEM REPORT

Information Item Presentation

SHERIDAN STREET TRANSIT ORIENTED DEVELOPMENT (TOD) LOT PROCUREMENT

SUMMARY EXPLANATION AND BACKGROUND:

On July 22, 2015, the Florida Department of Transportation (FDOT) requested proposals for the leasing of the Sheridan Street Park and Ride Lot for the purposes of constructing, operating and maintaining mixed-use commercial/residential Transit Oriented Development (TOD) facilities, while preserving the existing transportation-related facilities. All proposals were due by November 12, 2015.

In January 2016, FDOT rejected the bid received for this project.

As requested by the SFRTA Governing Board, a representative from FDOT will attend the May 27, 2016 meeting to provide an update on the Sheridan Street TOD Procurement.

EXHIBITS ATTACHED: Exhibit 1: Sheridan Street Park & Ride Lot

SHERIDAN STREET TRANSIT ORIENTED DEVELOPMENT (TOD) LOT PROCUREMENT

Recommended by: B. Cross 5/20/14 Approved [Signature]
Department Director Date Procurement Director Date

Authorized by: C.M. O'Neil 5/20/16 Approved as to Form [Signature]
Executive Director Date General Counsel Date 5/20/16

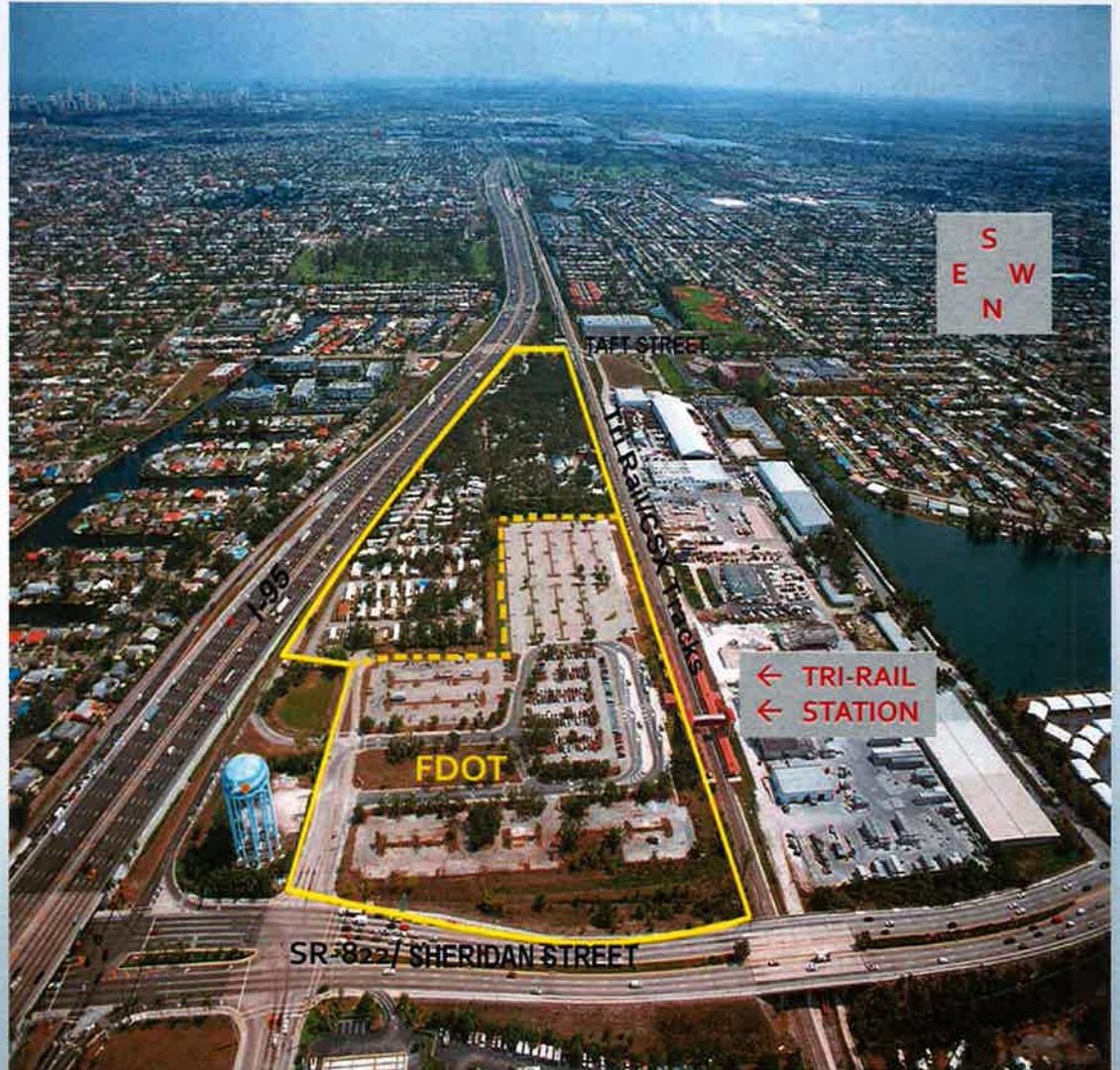
EXHIBIT 1

Sheridan Street Park & Ride Lot

John Portera
Right of Way Support Administrator – Operations
May, 2016

Sheridan Street P&R Lot in Hollywood, FL

- 800+ parking spaces plus bus bays with direct access to southbound I-95
- adjacent to Tri-Rail's Sheridan Street Station



Impediments to Development

- **Development Financing:** difficult and expensive to obtain financing for development on land controlled via a 99-year ground lease
- **Replacement Commuter Parking:** construction of structured parking costs \$15,000 or more per parking space; 800+ parking spaces will cost \$12 million or more

FDOT Property

Maximum Development Rights

- **550 Residential Units**
- **300,000 square feet of Commercial Use (retail/restaurant)**
- **245,000 square feet of Office Use**
- **150 Room Hotel**
- **Intermodal Transportation Facilities**

2015 RFP for the Sheridan Street P&R Lot

- For the purpose of constructing, operating and maintaining mixed-use commercial/residential Transit Oriented Development (TOD) facilities that preserve and improve the existing transportation-related uses
- The RFP featured a two stage proposal submittal process as recommended by the City Manager, City of Hollywood; the City had much success with a two stage proposal submittal process for the Margaritaville property
- Possession of the property via lease execution shall NOT be conveyed until such time as the selected Proposer shall satisfy its ability and commitment to commence construction upon the leased property within one year

Only One Stage 1 Proposal Received

Proposer Financial Statements

- The one Proposal received did not include the Financial Statements required by the RFP
- District 4 staff worked with the Proposer to obtain the required Financial Statements
- Ultimately, the Proposer was unable to provide Financial Statements in accordance with the requirements of the RFP
- The Department Selection Committee decided to reject the Proposal at its meeting on January 22, 2016

Lessons Learned

Why was only one Proposal received?

- The RFP required the Proposer to build 809 replacement commuter parking spaces and other transportation-related improvements, probably discouraging many developers from submitting a Proposal
- Market conditions may not yet support joint-use development of this P&R lot
- Before issuing a new RFP, consideration must be given to ways of lessening the financial burden on the developer for building replacement commuter parking and other transportation-related improvements



QUESTIONS?

South Florida Regional Transportation Authority May 2016 Legislative Report

PTC Grant: SFRTA submitted its application for a \$5.2 million grant from the Federal Railroad Administration for Positive Train Control Technology. The Legislative Affairs office and lobby team collected letters of support from numerous state and local officials and relevant organizations in the community that were included in the application.

Strategy Meeting: The Legislative Affairs office held a lobby team meeting to lay the ground work for the next Legislative Session. We identified Legislative champions to meet with over the interim that will be helpful in shepherding indemnification legislation through the House and Senate in 2017 as well as identified potential obstacles

Transportation Conferences: Members of the lobby team attended the Fort Lauderdale Transportation Summit and WTS: Advancing Women in Transportation, where we gained up-to-date insight on the transportation industry and local projects, such as the WAVE Streetcar and continued to build relationships that could be used to advance the needs of SFRTA. We also plan on attending the public hearing on the WAVE Streetcar scheduled for May 25th.

MEMORANDUM

TO: South Florida Regional Transportation Authority
FROM: FTI Consulting Government Affairs
RE: **Governmental Affairs Report – April 2016**
DATE: 9 May 2016

In the month of April, the Senate was in session for 20 days. The House of Representatives was in session for 12 days in April following the two-week Easter/Passover recess. Both houses recessed on Friday, April 29 and will return Monday, May 9. The budget and appropriations process was at the fore of Capitol Hill discussion this month, along with the Senate energy bill sponsored by Sen. Lisa Murkowski (R-AK) and tax reform frameworks in the works in both congressional tax writing committees.

- **THUD Appropriations Bill** – The Senate Appropriations Transportation, Housing and Urban Development Subcommittee unanimously advanced its FY 17 spending bill on Tuesday, April 19. The measure, approved by the panel without objection, provides \$56.5 billion in discretionary funding for transportation, housing and urban development programs. The Transportation-HUD draft bill includes \$16.9 billion for the Department of Transportation and \$39.2 billion for the Department of Housing and Urban Development. The overall total is \$827 million lower than fiscal 2016 enacted levels and \$2.9 billion below the president's budget request. The full Senate Appropriations Committee advanced the bill on Thursday, April 21 by a 30-0 vote. Senate Majority Leader Mitch McConnell (R-KY) indicated that the THUD bill would be next in the queue, pending passage of the Energy-Water appropriations measure after Congress returns to Washington on May 9.
- **FAA and WRDA Bills** – Both the House and Senate have marked-up their versions of the FAA Reauthorization bill and we continue to watch for opportunities to work with APTA and AAR on input regarding drone safety and security on rail corridors, stations, railyards, and maintenance facilities. In addition, we expect the FAA to release a Notice of Proposed Rule Making (NPRM) on the subject of drones. We may wish to comment at that time.

Additionally, we continue to work with SFRTA staff to investigate what efforts we may need to make legislatively on the MR MICCI project. Preliminary discussions have begun with members of Congress as we learn what steps will need to be taken to deauthorize the navigational use on the portion of the Miami River where the rail bridge will be built. Discussions continue with the USCG and the USACE.

FY 2016 Railroad Safety Technology Grant Funds – SFRTA will be submitting a grant application to the Federal Rail Administration for its Positive Train Control system upgrade. The Federal team will track the grant process and report as awards are announced.

Political Overview

On Tuesday, May 3, Indiana voters in both parties held their primaries for 83 Democratic delegates or 51 Republican delegates. Businessman Donald Trump (R) became the de facto GOP nominee after a convincing win caused Sen. Ted Cruz and Gov. John Kasich to drop out of the race. Sen. Bernie Sanders beat Sen. Hillary Clinton, but did little to affect the overall trajectory of the Democratic contest.

Democratic Primary Analysis

The latest count puts Clinton at 2,202 delegates (including super delegates) compared to Sanders' 1,400. A candidate needs 2,382 to win the nomination.

On Tuesday, Sanders won Indiana with 52.5% among the largely white, working-class electorate that has been a strong base of support in previous contests. Sanders invested heavily in the state, while Clinton had moved on to West Virginia and Kentucky and focused her attacks on Trump.

In recent weeks, Sanders' campaign laid off staff and saw its fundraising numbers decline, but Sanders – no doubt encouraged by the results – has vowed to campaign to the end. As we have seen throughout these primaries, despite Sanders' win, the two will roughly split delegates, helping Clinton maintain her substantial delegate lead.

Democrats hold contests in Guam and in West Virginia.

Republican Primary Analysis

The latest count shows Trump with 1,047 delegates, Sen. Ted Cruz with 565, and Gov. John Kasich with 153. A candidate needs 1,237 delegates to win the nomination.

Donald Trump won Indiana with over 53% of the vote, keeping Cruz under 37% and Kasich under 8%. After a series of moves failed to bolster his campaign – an agreement aimed to help him win Indiana, adding a potential vice president to his ticket, increasingly strident attacks on Trump's character – Cruz announced he was suspending his campaign, acknowledging that he did not have a path to the nomination and making Trump the de facto GOP nominee. He did not indicate whether he would eventually support Trump as the nominee.

Initially, the Kasich campaign said that the governor would continue on, hoping to deny Trump enough delegates to win the nomination on the first ballot and then succeed on the floor of the convention. But with little support and the party structure starting to coalesce around Trump, Kasich announced late in the day Wednesday that he, too, was dropping out of the race.

As many have pointed out, this will be the first time since Dwight Eisenhower in 1956 that the Republican Party has chosen a nominee who has never served in elective office. Many among the party establishment are split on whether to support him.

Republicans will also hold primaries in Nebraska and West Virginia.

Transportation Related Bills

Bill Number	Title/Subject	Sponsor/ Cosponsors	Summary	Last Major Action
S.206	Local Transportation Infrastructure Act	Sen. Kelly Ayotte, 0	A bill to amend title 23, United States Code, to reauthorize the State infrastructure bank program.	01/21/2015: Read twice and referred to the Committee on Commerce, Science, and Transportation.
H.R. 198	MOVE Freight Act of 2015	Rep. Albio Sires, 4	To amend titles 23 and 49, United States Code, to establish national policies and programs to strengthen freight-related infrastructure, and for other purposes.	01/08/2015: Referred to the Subcommittee on Water Resources and Environment.
S. 304	Motor Vehicle Safety Whistleblower Act	Sen. John Thune, 7	Prescribes certain whistleblower incentives and protections for motor vehicle manufacturer, part supplier, or dealership employees or contractors who voluntarily provide the Secretary of Transportation information relating to any motor vehicle defect, noncompliance, or any violation of any notification or reporting requirement, which is likely to cause unreasonable risk of death or serious physical injury.	05/01/2015: Referred to the Subcommittee on Commerce, Manufacturing, and Trade.
S.373	Vessel Incidental Discharge Act	Sen. Marco Rubio, 27	A bill to provide for the establishment of nationally uniform and environmentally sound standards governing discharges incidental to the normal operation of a vessel	07/29/2015: Placed on Senate Legislative Calendar under General Orders. Calendar No. 171.
H.R. 819	To require the Administrator of the Federal Aviation Administration to use the definitions in section 40125 of title 49, United States Code, in determining whether an unmanned	Rep. Don Young, 0	This bill requires the Administrator of the Federal Aviation Administration, for purposes of determining whether an unmanned aircraft (drone) used for aeronautical research qualifies as a public aircraft, to use definitions under federal aviation safety	02/10/2015: Referred to the Subcommittee on Aviation.

	aircraft conducting aeronautical research flights qualifies for public aircraft status under that section, and for other purposes.		law for determining whether the aircraft is used for: a commercial purpose, and aeronautical research and platform-based research.	
S.371	A bill to remove a limitation on a prohibition relating to permits for discharges incidental to normal operation of vessels.	Sen. Lisa Murkowski, 6	N/A	02/04/2015: Read twice and referred to the Committee on Environment and Public Works.
H.R. 625	Infrastructure 2.0 Act	Rep. John Delaney, 23	To eliminate the incentive for corporations to continue to hold accumulated earnings offshore, to invest in domestic infrastructure, to provide for international tax reform, and for other purposes.	02/02/2015: Referred to the Subcommittee on Water Resources and Environment.
S. 268	Rebuild America Act of 2015	Sen. Bernie Sanders, 1	A bill to improve the infrastructure of the United States, and for other purposes.	01/27/2015: Read twice and referred to the Committee on Banking, Housing, and Urban Affairs.
H.R.127	Transportation for Heroes Act of 2015	Rep. Al Green, 2	Transportation for Heroes Act of 2015 Revises urbanized area formula grant recipient requirements to require a recipient to certify that it will ensure a fare of no more than 50% of the peak hour fare will be charged to a U.S. veteran during non-peak hours for transportation using or involving a facility or equipment of a project financed by the grant.	01/07/2015: Referred to the Subcommittee on Highways and Transit.
H.R.354	To impose a civil penalty against a railroad carrier when a shift change of train employees causes a blockage of vehicular traffic at a grade	Rep. Sean Duffy, 2	This bill directs the Secretary of Transportation to assess a civil penalty of \$10,000 against a railroad carrier for each complete hour in which a shift change of rail carrier employees causes a	01/15/2015: Referred to the Subcommittee on Railroads, Pipelines, and Hazardous Materials.

	crossing.		blockage of vehicular traffic at a grade crossing.	
H.R.365	To direct the Secretary of Transportation to conduct a notice and comment rulemaking before implementing certain policies relating to obstruction evaluation aeronautical studies, and for other purposes.	Rep. Steve Cohen, 4	Authorizes the Secretary of Transportation (DOT) to implement the policy set forth in the notice of proposed policy entitled "Proposal To Consider the Impact of One Engine Inoperative Procedures in Obstruction Evaluation Aeronautical Studies" published by the Department of Transportation (DOT) on April 28, 2014, only if the policy is adopted pursuant to notice and comment rulemaking.	01/15/2015: Referred to the Subcommittee on Aviation.
H.R.413	Partnership to Build America Act of 2015	Rep. John Delaney, 41	Establishes the American Infrastructure Fund (AIF) as a wholly-owned government corporation to provide bond guarantees and make loans to state and local governments, non-profit infrastructure providers, private parties, and public-private partnerships for state or local government sponsored transportation, energy, water, communications, or educational facility infrastructure projects (Qualified Infrastructure Projects [QIPs]). Authorizes AIF also to make equity investments in QIPs.	01/21/2015: Referred to the Subcommittee on Railroads, Pipelines, and Hazardous Materials.
H.R.749	Passenger Rail Reform and Investment Act of 2015	Rep. Bill Shuster, 12	Authorizes appropriations for FY2016-FY2019 to the Secretary of Transportation for the National Railroad Passenger Corporation (Amtrak)	03/09/2015: Received in the Senate and Read twice and referred to the Committee on Commerce, Science, and Transportation.
S.769	Track, Railroad, and Infrastructure Network	Sen. Roy Blunt, 3	N/A	03/18/2015: Read twice and

	Act			referred to the Committee on Commerce, Science, and Transportation.
S.762	Innovation in Surface Transportation Act of 2015	Sen. Roger Wicker, 3	<p>Directs the Secretary of Transportation, in coordination with state transportation departments, to establish an innovation in surface transportation program.</p> <p>Requires states to make competitive grants for innovative surface transportation projects to eligible entities, including local governments, metropolitan planning organizations, regional transportation authorities, transit agencies, tribal governments, private providers of public transportation, nonprofit transportation organizations, port authorities, joint power authorities, freight rail providers, and local rail authorities.</p> <p>Requires each state (including the governor and state department of transportation) to establish an innovation in surface transportation selection panel to formulate criteria for selecting projects.</p> <p>Requires a state to reserve certain percentages of federal funds apportioned for the national highway performance, the highway safety improvement, the congestion mitigation and air quality improvement, surface transportation, and transportation alternatives programs in order to fund</p>	<p>03/17/2015: Read twice and referred to the Committee on Environment and Public Works.</p>

			<p>related projects under state innovative surface transportation grants. Authorizes states to reserve a certain percentage of such funds for a fiscal year to meet specific requests for project application support from eligible rural local governments.</p>	
S.766	Driver Privacy Act of 2015	Sen. John Hoeven, 3	<p>Declares that any data in an event data recorder required to be installed in a passenger motor vehicle (as provided for under Department of Transportation [DOT] regulations concerning the collection, storage, and retrievability of onboard motor vehicle crash event data) is the property of the owner or lessee of the vehicle in which the recorder is installed, regardless of when the vehicle was manufactured. Prohibits a person, other than the owner or lessee of the motor vehicle, from accessing data recorded or transmitted by such a recorder unless:</p> <ul style="list-style-type: none"> • a court or other judicial or administrative authority authorizes the retrieval of such data subject to admissibility of evidence standards; • an owner or lessee consents to such retrieval for any purpose, including vehicle diagnosis, service, or repair; • the data is retrieved pursuant to certain authorized investigations or inspections of the 	<p>03/25/2015: Committee on Commerce, Science, and Transportation. Ordered to be reported without amendment favorably.</p>

			<p>National Transportation Safety Board or DOT;</p> <ul style="list-style-type: none"> • the data is retrieved to determine the appropriate emergency medical response to a motor vehicle crash; or • the data is retrieved for traffic safety research, and the owner's or lessee's personally identifiable information and the vehicle identification number are not disclosed. <p>Directs the National Highway Traffic Safety Administration, after completing a study and submitting a report to Congress, to promulgate regulations concerning the amount of time event data recorders installed in passenger motor vehicles may capture and record vehicle-related data to provide accident investigators with pertinent crash-related information.</p>	
S.712	Passenger Fee Restructuring Exemptions Act of 2015	Rep. Mazie Hirono, 3	Revises aviation security service fee requirements. Makes an exception to the \$5.60 per one-way trip fee for certain passengers for domestic flights that originate at a U.S. airport. Limits such fees to \$2.50 per enplanement, with the total not to exceed \$5.00 per one-way trip, for any passengers: (1) boarding to an eligible small community for which essential air service compensation is paid; or (2) on flights, including flight segments, between two or	03/11/2015: Read twice and referred to the Committee on Commerce, Science, and Transportation.

			more points in Hawaii or two or more points in Alaska.	
S.654	A bill to exempt certain class A CDL drivers from the requirement to obtain a hazardous material endorsement while operating a service vehicle with a fuel tank containing 3,785 liters (1,000 gallons) or less of diesel fuel.	Sen. Pat Roberts, 4	Directs the Secretary of Transportation to exempt from the requirement to obtain a hazardous material endorsement all class A commercial driver's license holders who are custom harvesters, agricultural retailers, agricultural business employees, agricultural cooperative employees, or agricultural producers who operate a service vehicle with a fuel tank containing 3,785 liters (1,000) gallons or less of diesel fuel if the tank is clearly marked with a placard reading "Diesel Fuel."	03/04/2015: Read twice and referred to the Committee on Commerce, Science, and Transportation.
S.650	Railroad Safety and Positive Train Control Extension Act	Sen. Roy Blunt, 13	Revises the railroad safety risk reduction program. Extends from December 31, 2015, to December 31, 2020, the deadline for submission to the Secretary of Transportation by each Class I railroad carrier and each entity providing regularly scheduled intercity or commuter rail passenger transportation of a plan for implementing a positive train control (PTC) system on certain of its tracks. Authorizes the Secretary to extend the implementation deadline, upon application, in one-year increments, if specified circumstances exist. Directs the Secretary to revise federal regulations requiring a Class II or III railroad (including a tourist or excursion railroad) to equip its locomotives with an onboard PTC system to operate in PTC territory.	03/25/2015: Committee on Commerce, Science, and Transportation. Ordered to be reported with an amendment in the nature of a substitute favorably.

			Extends for five years the time for such railroad to meet the deadline for equipping its locomotives with a PTC system.	
S.685	Autocycle Safety Act	Sen. David Vitter, 0	This bill defines "autocycle" as a motor vehicle with three wheels, an enclosed occupant compartment, and a steering wheel, which meets applicable federal motor vehicle safety standards. Specified interim automotive and motorcycle safety standards apply to autocycles until at most three years after enactment of this Act, by which time the Secretary of Transportation shall issue appropriate final rules, interpretations, and test procedures. Automotive fuel standards also apply to autocycles.	03/10/2015: Read twice and referred to the Committee on Commerce, Science, and Transportation.
S.637	Short Line Railroad Rehabilitation and Investment Act of 2015	Sen. Mike Crapo, 54	Amends the Internal Revenue Code, with respect to the tax credit for railroad track maintenance, to: (1) expand the types of maintenance expenditures eligible for such credit, and (2) extend such credit through 2016.	03/03/2015: Read twice and referred to the Committee on Finance.
S.546	RESPONSE Act of 2015	Sen. Heidi Heitkamp, 7	Amends the Homeland Security Act of 2002 to direct the Administrator of the Federal Emergency Management Agency to establish the Railroad Emergency Services Preparedness, Operational Needs, and Safety Evaluation Subcommittee of the National Advisory Council. Directs the Subcommittee to evaluate various topics and develop recommendations, as appropriate, for improving	07/21/2015: Placed on Senate Legislative Calendar under General Orders. Calendar No. 155.

			<p>emergency responder training and resource allocation for hazardous materials incidents involving railroads.</p> <p>Terminates the Subcommittee not later than four years after this Act's enactment, subject to one year extensions.</p>	
H.R.1043	RESPONSE Act of 2015	Rep. Ron Kind, 6	<p>Amends the Homeland Security Act of 2002 to direct the Administrator of the Federal Emergency Management Agency to establish the Railroad Emergency Services Preparedness, Operational Needs, and Safety Evaluation Subcommittee of the National Advisory Council.</p> <p>Directs the Subcommittee to evaluate various topics and develop recommendations, as appropriate, for improving emergency responder training and resource allocation for hazardous materials incidents involving railroads.</p> <p>Terminates the Subcommittee not later than four years after this Act's enactment, subject to one year extensions.</p>	02/25/2015: Referred to the Subcommittee on Economic Development, Public Buildings and Emergency Management.
S. 808	Surface Transportation Board Reauthorization Act of 2015	Sen. John Thune, 1	<p>Removes the Surface Transportation Board from the Department of Transportation (DOT) to establish it as an independent U.S. agency. Increases Board membership from three to five members. Prescribes requirements for discussions at Board meetings not open to the public. Reauthorizes appropriations for FY2016-FY2020 for the Board. Grants the DOT Inspector General authority to review only the financial management,</p>	12/18/2015: Became Public Law 114-110

			<p>property management, and business operations of the Board to determine its compliance with federal laws, rules, and regulations. Prescribes time limits for Board review of rail rate reasonableness cases. Repeals certain rail service contract limitations involving the transportation of agricultural commodities. Authorizes the Board to investigate rail carrier and pipeline carrier violations on its own initiative as well as on complaint (as under existing law). Prescribes requirements for investigations commenced on the Board's own initiative. Requires the Board to establish a voluntary binding arbitration process to resolve rail rate and practice disputes. Directs the Government Accountability Office to study rail rate contract proposals containing multiple origin-to-destination movement.</p>	
H.R.844	To require a plan approved by the Surface Transportation Board for the long-term storage of rail cars on certain railroad tracks.	Rep. John Kline, 0	Requires a rail carrier to have a storage plan, meeting specified requirements and approved by the Surface Transportation Board, for any of its rail cars that it stores for three or more years, and continues to store, on tracks (except rail yard or storage yard tracks) that pass through a commercial- or residential-zoned area that were designed or previously used for through transportation of trains.	02/11/2015: Referred to the Subcommittee on Railroads, Pipelines, and Hazardous Materials.
S.1043	Invest in American Jobs Act of 2015	Rep. Jeff Merkley, 3	Revises Buy American requirements with respect to	04/22/2015: Read twice and

			<p>federal-aid highways, capital investment grants to support intercity passenger rail service (rail grants), and Amtrak, particularly the handling of waiver requests. Revises similar Buy American requirements with respect to public transportation, particularly rolling stock. Requires the cost of rolling stock components and subcomponents produced in the United States to increase from 60% in FY2015 by 10% annual increments up to 100% for FY2019 and ensuing fiscal years. Revises waiver requirements as well to mirror those for federal-aid highways.</p> <p>Applies the rail grant Buy American requirements under this Act to recipients of rail loans and loan guarantees with respect to railroad rehabilitation and improvement. Prescribes Buy American requirements for procurement of a facility or equipment under federal aviation programs similar to those for rolling stock. Requires the Secretary of Transportation to report annually to Congress on: (1) each project for which a waiver of Buy American requirements was issued; and (2) the country of origin and product specifications for steel, iron, or manufactured goods acquired pursuant to each waiver. Amends the Safe Drinking Water Act to prescribe Buy American requirements for steel, iron, and manufactured goods used in the construction of a</p>	<p>referred to the Committee on Commerce, Science, and Transportation.</p>
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			public water system. Adds similar Buy American requirements to the Public Works and Economic Development Act of 1965, with respect to economic development programs, and to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, with respect to the Federal Emergency Management Agency Hazard Mitigation Grant Program. Amends the Truman-Hobbs Act to prescribe Buy American requirements for steel, iron, and manufactured goods used in the alteration of a bridge over U.S. navigable waters.	
S.1006	A bill to incentivize early adoption of positive train control, and for other purposes.	Sen. Dianne Feinstein, 7	N/A	04/16/2015: Read twice and referred to the Committee on Commerce, Science, and Transportation.
S.900	Used Car Safety Recall Repair Act	Sen. Richard Blumenthal, 1	Prohibits a dealer from selling or leasing a used passenger motor vehicle until a defect of the motor vehicle or motor vehicle equipment or noncompliance with a federal motor vehicle safety standard has been remedied.	04/13/2015: Read twice and referred to the Committee on Commerce, Science, and Transportation.
H.R.1620	414 Plan Act of 2015	Rep. Randy Forbes, 0	Declares that federal laws and regulations (including prevailing rate of wage requirements under the Davis-Bacon Act) shall not apply to any federal-aid highway or highway safety construction project, except those relating to: (1) the safety or durability of a highway facility, or (2) public	03/26/2015: Referred to the Subcommittee on Highways and Transit.

			or workplace safety.	
H.R.1405	RAILS Act	Rep. Daniel Lipinski, 8	This bill revises the railroad safety technology grants program. The program shall also provide for advanced communication methods for conveying hazard information between all parties in the transportation chain, spectrum acquisition, multifrequency broadband connectivity equipment, implementation and interoperability testing. The program is extended for FY2015-FY2020.	03/18/2015: Referred to the Subcommittee on Railroads, Pipelines, and Hazardous Materials.
S.532	Highway-Rail Grade Crossing Safety Act of 2015	Sen. Richard Blumenthal, 3	This bill authorizes appropriations for FY2016-FY2019 for the highway safety improvement program, with \$50 million set aside for each fiscal year for the Railway-Highway Crossings Program.	02/23/2015: Read twice and referred to the Committee on Commerce, Science, and Transportation.
H.R.705	Rail Crossings Safety Improvement Act	Rep. Sean Patrick Maloney, 1	This bill reauthorizes appropriations to the Secretary of Transportation for FY2016-FY2019, at levels reduced from those for FY2006-FY2009, for capital grants to states for rail line relocation and improvement projects.	02/05/2015: Referred to the Subcommittee on Railroads, Pipelines, and Hazardous Materials.
H.R.354	To impose a civil penalty against a railroad carrier when a shift change of train employees causes a blockage of vehicular traffic at a grade crossing.	Rep. Sean Duffy, 2	This bill directs the Secretary of Transportation to assess a civil penalty of \$10,000 against a railroad carrier for each complete hour in which a shift change of rail carrier employees causes a blockage of vehicular traffic at a grade crossing.	01/15/2015: Referred to the Subcommittee on Railroads, Pipelines, and Hazardous Materials.

Senate draft									
Labor-HHS-Education House draft Senate draft									
Legislative Branch House draft Senate draft	April 20 voice vote								
Military Construction-VA House draft Senate draft	March 23 voice vote	April 13 voice vote		April 13 voice vote	April 14 roll call 30-0				
State-Foreign Operations House draft Senate draft									
Transportation-HUD House draft Senate draft				April 19 voice vote	April 21 roll call 30-0				
Budget Resolutions House draft Senate draft									

Chart Updated: May 3, 2016

Activities on Behalf of SFRTA in April 2016

FAST Act Implementation – The Department of Transportation and the Federal Transit Administration are proceeding with implementation of new policies and announcements for regulations. New safety regulations continue to be a major focus of the agency in light of revelations of safety lapses at the Washington Metro system.

We continue to monitor FTA announcements for grant funding availability, in particular, funds for PTC compliance that will be available through both FTA and FRA.

FY 2017 Appropriations – House and Senate Appropriations Subcommittees began their respective hearings in February to review the Administration budget proposal and begin the process toward marking up legislative vehicles. Markup of the Senate draft bill was completed in April and approved by the full Appropriations Committee. Funds for PTC compliance have been included in the Senate version of the bill.

In the House, a mark up is not anticipated until at least mid May followed by consideration on the House floor in June. The funding allocations in the House are not as “generous” as the Senate due to the overall objections of the Freedom Caucus to the two-year budget deal that was completed by former Speaker John Boehner. The objections have led to cuts in domestic spending allocations and thus the transportation allocations for funding for items such as PTC compliance are in jeopardy. We have so far communicated to the South Florida Congressional delegation our need for these funds.

Member Communications –FTI is maintaining ongoing communications with Members regarding its requests for PTC funding and other capital improvement funding (“CRISI Grants”). These are a follow on to meetings with the Congressional delegation during the Annual APTA Legislative Conference in March.

MrMICCI Bridge – FTI has begun the communications with key staff and member offices regarding the likely need for legislative action to de-federalize the channel on the Miami River where the planned new bridge construction is anticipated. Phone conferences with key committee staff and member offices are planned for May.

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Pompano Beach Station Improvements and SFRTA's Operations Center:

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.

The Design Build contractor obtained early work permits from the City of Pompano Beach, and site work began on May 18, 2015. Two time-lapse cameras have been installed. Temporary utilities and construction trailers have been installed. Auger cast pile, pile caps and foundation activities for the Ops building have been completed. The City of Pompano Beach issued a Building Permit on August 4, 2015. The contractor has completed the installation of the pre-cast wall panels for the Ops building. The interior columns and walls for the first level are completed as well. Formwork, reinforcement and the 2nd level slab was poured and completed on November 16, 2015. Formwork, reinforcement and the 3rd level slab were poured December 22, 2015. Roof slab was poured between January 26, 2016 and February 2, 2016. Plumbing, electrical and mechanical rough-in are in progress. Ground level rough in has been completed in the operations building.

Formwork and reinforcement for pile caps and grade beams for the parking garage were completed in early September 2015. Pre-cast panels for the parking garage are 100% completed, and the stair and elevator towers were completed by the end of January 2016. Plumbing, electrical and mechanical rough-in are in progress. Ground level slab-on-grade is 90% complete.

LEED coordination meetings continue to take place for the master site application approach for the US Green Building Council. A revised LEED application fee was submitted on August 31, 2015. Additional review meetings for finishes and other departmental move coordination meetings are taking place weekly.

Interior frame work is under way on the first, second, and third levels. Perimeter windows have been installed on all levels. Storefront window installations have been completed. Drywall installation is set for early May 2016.

Shop drawings for Station construction continue to be submitted. A temporary platform and ramp were built on the south end of the east platform to provide direct access to passengers from the sidewalk. Partial platform shut-down for the north ends of both platforms took place

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on December 1, 2015. The north ends of the platforms have been demolished and platform canopy foundations have been poured. Installation of station pre-cast began in mid-January 2016. All architectural station pre-cast panels are installed, and stairs have been set. Steel platform canopy poles have been installed on both north ends of the platforms, and the east stairs. Structural steel installation for the roof is under way. Windows are currently being installed in the elevator towers, and will continue through May 2016.

The pedestrian bridge was installed on March 17, 2016. Wire mesh sections have been installed. Bridge roof will be completed mid-May 2016.

Construction completion is expected by mid-August 2016.

Opa-Locka Station Parking Expansion:

Expand parking at Tri-Rail's Opa-Locka Station, inclusive of adding 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 and improve landscape and hardscape.

SFRTA executed a work order with Kimley-Horn and Associates, Inc. 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 issued a master building permit. The project is currently going through the SFRTA procurement process and it is expected to be advertised within the second quarter of 2016. Once bids are received and a Contractor is selected, the Contractor will have to pull the individual permits from each discipline from the City prior to beginning construction. The estimated timeframe to begin construction is by the summer of 2016.

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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 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).

Technical Advisory Group (TAG) meetings were held on March 2nd and 16th. A Value Engineering workshop was led by the PMC team, and took place on July 15-17, 2015. A draft report was submitted by the PMC on July 31, 2015 and a revised report was shared with the FTA at the 10-14-15 Quarterly Progress Meeting.

The PMC continues to work with public and private utility companies regarding relocation of infrastructure, and updating the Operating Plan and the Maintenance and Operations cost estimate.

A procurement package was advertised to select a streetcar vehicle manufacturer, which was advertised on May 29, 2015. A pre-proposal meeting was held on June 11, 2015 at SFRTA's headquarters office. Addendum's 1 through 15 has been issued. Addendum #15 suspends the vehicle procurement until further notice. The project is in the process of being transferred to the Florida Department of Transportation.

South Florida Rail Corridor Dispatch System:

Dispatch Project

On April 14, SFRTA discussed with Ansaldo the claim package previously submitted, to SFRTA. SFRTA is still awaiting Ansaldo's response.

Annual Maintenance Agreement: Extension (3 months) and additional information were requested to Ansaldo (PATH info, third party scope /cost).

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Pompano HQ Dispatch Relocation: SFRTA will need assistance from Ansaldo for moving the Pompano HQ Dispatch system to the new SFRTA Operations Building. SFRTA is awaiting a final scope/budget from Ansaldo for review and approval.

VTMI

For the month of April VTMI monthly report refer to exhibit 1.

VTMI

April 2016

VTMI is a Transdev Company 

VTMI Monthly Report



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1. Material Control Information

N/A

2. Material Usage

QTY		Description
1		½ Quart elbow grease
1		1 ft. Track wire
1		100lb 14ft 5 inch Plug Rail
10		100lb Bolts
2	sets	100lb Joint Bars
10		100lb Plates
10		100lb Washers
1		115lb 39.6 IJ
83		115lb anchors
1	Set	115lb bars
15		115lb Weld Kit
3		136lb molds
79		136lb Plates
5		136lb Weld Kit
1		20 AMP Charger
1		285 HZ shunt
2		3/8 bolts
2		3x8x4 Bolts
1		40ft 136lb IJ
4		6x1 bolts
1		9A Barrel Fuse
1		Ant Spray
1		Arrestor
7		Arrestors
3		Bee and Hornet Spray
16		Bolts
5		Butt Section Gate
1		Can of Black Spray Paint
2		Chargers
1		Chicken Head
13		Clay Packs
4		Contact Cleaner
3		Crucibles
1		Drive Gear
1		Dry Wipes
182		E Clips
6		Equalizers
3		Eyelets
1		Fine Sand Paper
180		G Spikes

Material Usage

QTY		Description
1		Gate arm
2		Gate Butt Section
4		Gate Light Kit
8		Gauge Rods
1		GCP 3000 Unit
2		Glidex
1		King Pin
1		Large Bearings
2476		Large Spikes
1		LED Gate Lights
4		Marine Battery
10		Mid-Section Gate
1		Nut
375		Plugs
2	Bundles	Plugs
1		Rectifier
1		S-60 Control board
1		Shaft
14		Shear Bolts
42		Shear Pins
2		Small Bearings
1		Small Bolt
1811		Small Spikes
530		Spikes
1		Splice Kit
1		Splice Sleeve
1		Switch Oil
4		Tip Section
2		Top Rail Bond Wires
12		Washers
8		Washers
1		Zip tie

3. Scrap Sales

N/A

4. Rail, Ballast, Tie & Switch Ties

QTY		Description
29		10ft Switch Ties
34		11ft Switch Ties
28		12ft Switch Ties
19		13ft Switch Ties
67		14ft Switch Ties
19		15ft Switch Ties
6		16.6ft Switch Ties
20		16ft Switch Ties
15		36ft 100lb Rail
3		36ft Gauge Rail
2		80.075ft. 115lb. Rail
10		9ft Switch Ties
70		Tons of Ballast
323		Yard Ties
551		Mainline Ties

5. Engineering/Maintenance Work: Plan/Performance

Work performed:

Signal	Track	Facility
<p>04/07/2016 <u>Joint Switches Inspected</u> -SX 981.04 Lantana Team Track, SX 981.84 Publix - EL, SX 982.80 Coconut - CP, SX 988.02 McEwen Lumber - HT, SX 988.50 McEwen Lumber - HT, SX 988.50 Clune - CP, SX 989.23 NE Hardrives - EL, SX 989.87 SE Hardrives - EL, SX 981.80 Meteor - CP</p>	<p>04/01/2016 - Welded Iris Diamond 04/02/2016 - 3 Field Welds SX1005.5 04/03/2016 - Surfaced Track#2 SX 1024.6 -- SX 1025.1 04/04/2016 - Cut 100lb 36ft Rail at GL-2, (2) Rail links, Gauged 72ft - Welded (2) Frogs at Manatee - Surfaced (2) #20 X'overs at CP Sheridan SX 1017.3 04/05/2016 - Grounded (1) Frog at Cheney Bros. - (1) Field weld at SX 971.86 Allendale - Inspected Switches- HT SX 965.09 Cheney Brothers, SX 965.35 84 Lumber - HT, SX 965.61 NE Mission Spur - EL, SX 965.80 SE Mission Spur - EL, SX 966.00 Track 1 (Mangonia), SX 966.75 CP - Gator - 4 each, SX 967.98 NE Windsor Wye - EL, SX 968.23 SE Windsor Wye - EL, SX 968.36 SE U & ME - EL 04/06/2016 - Welded & Grounded Frog at Thompkins - Re-welded & Ground Frog at 1036.7 - Surfaced SX 1012.8 - SX 1012.9 1600 Feet Trk#1&2 - Surfaced SX 1013.3- SX 1013.8 TRK #2 04/07/2016 -Welded (2) Frogs at Gator 04/10/2016 -Installed (1) IJ and made (2) field welds at SX 966.5 04/11/2016 -Gauged 14ft of track 04/12/2016 -39 Foot (IJ) Plug Installed SX 966.0 04/13/2016 -Welded a Frog at SX 966.1 -Gauge Rod Installed at GL-4 04/14/2016 -Welded Frog at CP Cypress TRK#2 04/15/2016 - Welded (1) Frog at Seaboard 04/18/2016 -Welded frogs at Hallandale & Sunshine -Installed Heel Block at Hallandale 04/19/2016 - Welded a frog at Seaboard 04/20/2016 - 100lb Plug Rail 14ft 5 inches Welded same Switch Point 04/21/2016 - Installed 200ft of 136lb Rail, (2) 39ft Glue joints - Welded Frog at Cypress & Hardy - Switch point at Suburban Gas - Holland Geometry Truck completed 65.1 miles 04/22/2016 - (2) Gauge Rods, Gauged 72ft of Track - Welded Frog at SX 1027.7 04/23/2016 - Welded a Frog at Coconut TRK#2</p>	<p>04/01/2016 -Clean up rocks and debris from roadway inside Hialeah facility yard. -Daily janitorial duties -Provide temporary lighting for North end of Hialeah Yard. 04/04/2016 -Graffiti cleanup at Hypoluxo overpass -Graffiti cleanup at Hillsboro Blvd Xing signal bungalow -Install lock and chain at sound wall access gate located at SW 23rd Ave and Woolbright Rd. in Boynton Beach -Daily Janitorial duties/ Provide temporary lighting for North end of Yard 04/05/2016 -Adjust chain on 95th St entrance gate in Hialeah Yard Install (4) 4" PVC ballards next to damaged manhole cover located on back road leading to 95th St Gate/ Hialeah - Daily janitorial duties - Provide temporary lighting for North end of Yard 04/06/2016 -Graffiti clean up at Ives Dairy & NE 199th St (Mile post 1023.5) Sound wall. -Graffiti clean up at Golden Glades overpass -Paint newly installed ballards around sewer drain cover in Hialeah Yard. -Daily janitorial duties -Provide temporary lighting for North end of Yard 04/07/2016 -Graffiti cleanup o at Summit Blvd sound wall in Lake Worth -Fixed doorframe upstairs Admin building inside SFRTA Locker Room -Provide temporary lighting for North end of Yard - Daily janitorial duties 04/08/2016 -Change out lightbulbs at Admin Building in Men's Locker room downstairs. -Clean and cut weeds from Palm trees located at planter located on the South side of Admin. Building Hialeah Yard. - Daily janitorial duties -Install new cylinder lockset for Broward Blvd office building</p>

	<p>04/26/2016 -Grounded a Frog & 10 Switches at Tompkins -Gauged 20ft of Rail at Big Hole Track</p> <p>04/27/2016 -Grounded all Frogs at Cypress -Welded a Frog at McNab -Changed Joint Bar at North end Hallandale</p> <p>04/28/2016 -Weld Frog at Mission Spur -Grounded Frogs at Hardy</p> <p>04/29/2016 -Welders Cut Bolts & Put in a Joint Bar at North End of Hallandale -Grinded a Frog at NTR track -Grinded a Frog at Amtrak lead</p>	<p>04/11/2016 -Install new lock set for Broward Blvd new office door -Reinstall 2 stop signs inside facility yard at Hialeah -Provide temporary lighting at North end of Hialeah Yard -Daily Janitorial duties</p> <p>04/12/2016 -Demo and prep floors for new carpet installation at Broward Blvd offices -Remove furniture and trash for carpet installation -Patch potholes along roadways at Hialeah Facility Yard - Daily janitorial duties - Provide temporary lighting at North end of Hialeah Yard</p> <p>04/13/2016 -Carpet installation at Broward Blvd offices -Paint yellow curbs all around Admin building at Hialeah Yard -Paint yellow sidewalk curb located in front of Bombardier office trailer at Hialeah Yard facility - Daily Janitorial duties -Provide temporary lighting at North end of Hialeah Yard</p> <p>04/14/2016 -Patch potholes throughout Hialeah Yard facility. -Carpet installation at Broward Blvd. new offices - Daily Janitorial duties -Provide temporary lighting at North end of Hialeah Yard</p> <p>04/15/2016 -Started fence installation at Ives Dairy Sound wall (Mile post 1023.5) -Repaired speed bumps located on service road at Tri-Rail Mechanical shop/ Hialeah Facility Yard -Inventory and cleaning of signal material storage shed at Hialeah Yard -Service exit doors Push Bars downstairs Admin. Building at Hialeah Yard - Daily Janitorial duties -Provide temporary lighting at North end of Hialeah Yard</p> <p>04/16/2016 -Started installation of 327 linear ft. of 6' high chain link fence at SX 1032.0</p> <p>04/17/2016 -Provide temporary lighting at North end of Hialeah Yard</p> <p>04/18/2016 -Completed 327 Linear ft. of fence at SX 1022.0 -Daily janitorial duties</p>
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	<p>-Provide temporary lighting at North end of Hialeah Yard</p> <p>04/19/2016</p> <p>-Remove 570 Linear ft. of Inter track fence at 79th St station platform to prepare for track construction</p> <p>-Daily janitorial duties</p> <p>-Provide temporary lighting at North end of Hialeah Yard</p> <p>04/20/2016</p> <p>-Repair 61 Linear ft. of fence at Miami Gardens overpass</p> <p>-Graffiti clean up at SX 1022.0 Sound wall</p> <p>-Install 570 Linear ft. of Temporary vinyl fence at 79th St station platform</p> <p>-Daily janitorial duties</p> <p>-Provide temporary lighting at North end of Hialeah Yard</p> <p>04/21/2016</p> <p>-Repair 21 Linear ft. of damaged interlocking fencing at Cypress Creek Station.</p> <p>-Daily janitorial duties</p> <p>-Repair access gate at Golden Glades overpass bridge</p> <p>-Provide temporary lighting at North end of Hialeah Yard</p> <p>-Install sheet metal panels on Hazardous material storage shed at Hialeah Yard facility</p> <p>04/22/2016</p> <p>-Paint eye wash station located west side of Admin Bldg.</p> <p>-Cleanup Asphalt debris from Amtrak employee parking lot in Hialeah Yard</p> <p>-Repair speed bump on roadway at Hialeah Yard</p> <p>-Daily janitorial duties</p> <p>-Provide temporary lighting at North end of Hialeah Yard</p> <p>04/23/2016</p> <p>-Provide temporary lighting at North end of Hialeah Yard</p> <p>04/24/2016</p> <p>-Provide temporary lighting at North end of Hialeah Yard</p> <p>04/25/2016</p> <p>-Install new AC unit in Signal shed located at North end of Hialeah Yard</p> <p>-Clean up rocks and debris along roadways inside Hialeah Yard</p> <p>-Work with fence contractor to re-install 570 Linear ft. of intertrack fence at 79th St station</p> <p>-Provide temporary lighting at North end of Hialeah Yard</p> <p>04/26/2016</p> <p>-Re-paint Sound wall at SX 1022.0</p> <p>-Install electrical outlet for new Ice machine at New River Bridge Tender</p>
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		<p>house</p> <ul style="list-style-type: none">-Daily janitorial duties-Provide temporary lighting at North end of Hialeah Yard-Paint speed bump on roadway in Hialeah Yard <p>04/27/2016</p> <ul style="list-style-type: none">-Reinstall SFRTA sign on inter track fence at 79th St station <p>04/28/2016</p> <ul style="list-style-type: none">-Repair inter track fence at Boynton Beach station platform-Daily janitorial duties-Provide temporary lighting at North end of Hialeah Yard-Install exhaust fans at signal material storage shed at Hialeah Yard
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Plan for Next Month:

Signal	Track	Facility
<ul style="list-style-type: none"> -LED upgrade NAS T1 and SAS T1/T2 -Preventative maintenance -Follow up on trouble calls -Fra inspections -Battery upgrades -Replace preemption junction box at nw27 ave, Miami -NW 27th Ave, Straighten NE gate -Switch at CP Cypress to be replaced (derailment) -Complete the install of AND VLG at NW 27 Ave 	<p>Construction</p> <ul style="list-style-type: none"> -Unloading ties & rail -Addressing any vegetation issues -Distributing ties on the Main line in preparation for Tie Gang -Surfacing Track at various locations 	<ul style="list-style-type: none"> -Check and service connections (MDP) -Check and service all breakers and fuses -Check and replace any blown lightbulbs, ballast, etc. -Check and service all outlets and switches -Patch and repair pot holes and cracks -Paint yellow curbs around the facility -Check and clean storm drains -Trim broken and damaged branches from falling off trees -Spray and kill weeds around facility buildings -Plumbing -HVAC -Lighting -Daily Janitorial duties -157 linear feet of 6' high chain link fence to be installed at North of Sound wall Ives Dairy Rd.

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9. Fencing Repairs

Date	Milepost	Location	Type	Measurements
04/14/2016		Broward Blvd overpass	Chain link	6ft High (9gauge) x 12 Linear ft.
4/20/2016		Miami Gardens Dr. Overpass	Chain link	6ft high x 61 Linear ft.

New Fencing

Date	Milepost	Location	Type	Measurements
04/16/2016	SX 1023.5	Ives Dairy Sound wall & Greaser station	Chain link	6ft high (9gauge) 327 Linear ft. + (1) 48" swing gate

Inter-Track Fencing

Date	Milepost	Location	Type	Measurements
4/21/2016		Cypress Creek Station	Inter track	4ft high x 21 Linear ft.
4/25/2016		79 th St	Inter track / Re Installation	570 Linear ft.
4/28/2016		Boynton Beach Station	Inter track / Re Installation	4ft high x 7 Linear

12. Surfacing Report

Date	Milepost	Location	Track No.	Action Taken	Distance
04/03/2016	SX 1024.6 - SX 1025.1		2	Surfaced	
04/04/2016	SX 1017.3	CP Sheridan		Surfaced (2) #20 X'overs	
04/05/2016	SX 1005.8	Cypress		Surfaced	
04/10/2016	SX 1013.1			Surfaced #20 turnout	500ft
04/10/2016	SX 1013.1- SX 1013.5		1	Surfaced	1000ft
04/10/2016	SX 1013.1		3	Surfaced inside turnout	250ft
04/11/2016	SX 1017.3-SX1017.5	CP Sheridan	1	Surfaced	1100ft
04/12/2016	SX 1004.1-SX 1004.2		2	Surfaced 500 Feet (1) #10 Turnout	500ft
04/12/2016	SX 1005.7- SX 1005.8		1	Surfaced (1) #10 Turnout	600ft
04/14/2016	SX 1008.4 -SX 1008.6	CP Manatee	2	Surfaced (2) #20 X'overs	1100ft
04/14/2016	SX 1008.4 -SX 1008.6		1	Surfaced (2) #20 X'overs	1325ft
04/17/2016	SX 1025.3 - SX 1025.5			Surfaced North X'over	
04/18/2016	SX 1025.4	Hardy	1	Tamped	1187ft
04/18/2016	SX 1025.4	Hardy	2	Tamped	679ft
04/19/2016		Tompkins CP	1	Surfaced	1100ft
04/20/2016		Tompkins CP		Surfaced	1300ft
04/23/2016		79th St	1	Surfaced	850ft
04/23/2016		79th St	2	Surfaced	1100ft
4/28/2016	SX 1025.5	Hardy		Surfaced LH Xover	
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13. Efficiency Testing

Dept.	Total Tests	Cardinal Safety Rule Tests	Instructed (Verbal Warning /Written Reprimand / Formal Charges)	Out Of Hrs. Between 17:00-05:00am
Track Maintenance	15	7	0	0
Track Construction	10	5	0	1
Signal & Comms	40	20	0	4

14. Employee Injury Statistics

Month of April 2016 = No – Injuries.

Department	Date	Location	Description	Corrective Action
Track - Maintenance.	***	***	***	***
Track - Construction	***	***	***	***
Signal & Communications	***	***	***	***
HQ/Facilities	***	***	***	***

Below are the 2016 YTD VTMI injuries.

Dept.	Date	Location	Description	Corrective Action
Track (Maintenance)	1/31/16	MP 1005.5 Cypress Creek	Due to long hours worked during service restoration due to derailment employee got sore muscles – Non Reportable Injury (No Lost Time/Meds)	Employee received coaching, lifting handout, by Safety Director. (Reported internally and to RTA).

AGENDA REPORT
 SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 GOVERNING BOARD MEETING
 May 27, 2016

APRIL RIDERSHIP

Total monthly ridership for April has increased 0.1% when compared to April of last year. Weekday ridership has decreased by 2.0%, while the average weekday ridership in April 2015 was 14,244 per day versus 14,628 per day for 2016. Total weekend ridership for the fiscal year has increased by 0.06% when compared to last year. Total fiscal year ridership is down by 1.7% 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 2016	Actual April 2015	April '16 vs. '15 %	FY '16 Rider ship To Date	FY '15 Rider ship To Date	FYTD '16 vs '15 %
M-F	307,181	313,374	-2.0%	2,990,949	3,051,140	-2.0%
Saturday	34,948	27,563	26.8%	295,572	289,610	2.1%
Sunday	22,626	23,393	-3.3%	246,241	246,465	-0.1%
Holidays	-	-	0.0%	20,942	26,359	-20.6%
	364,755	364,330	0.1%	3,553,704	3,613,574	-1.7%

Note: Ridership figures are based on daily reports from Transdev

Chart 1 - SFRTA Riders and Revenue Trends

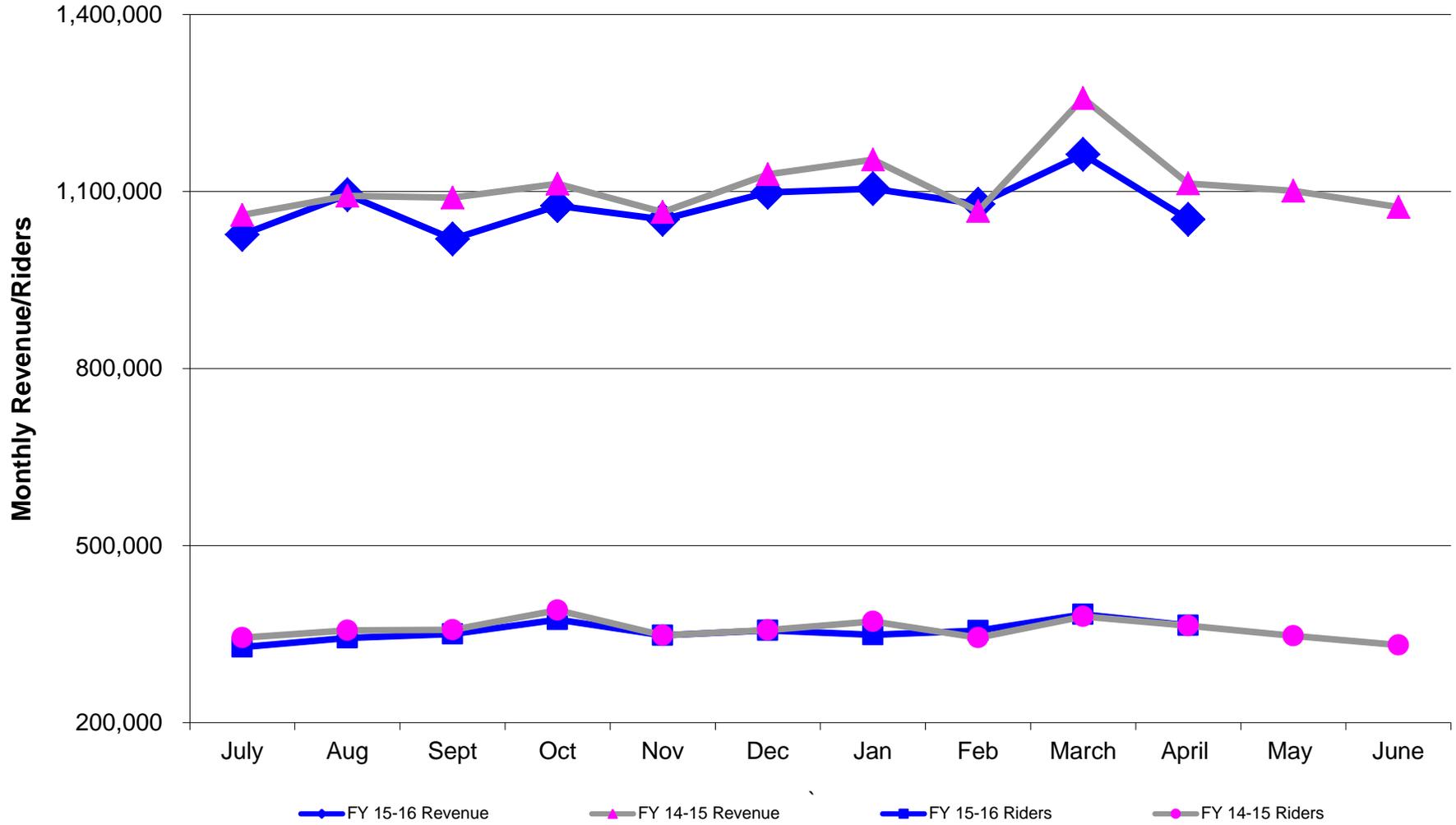


Chart 2 - SFRTA Riders

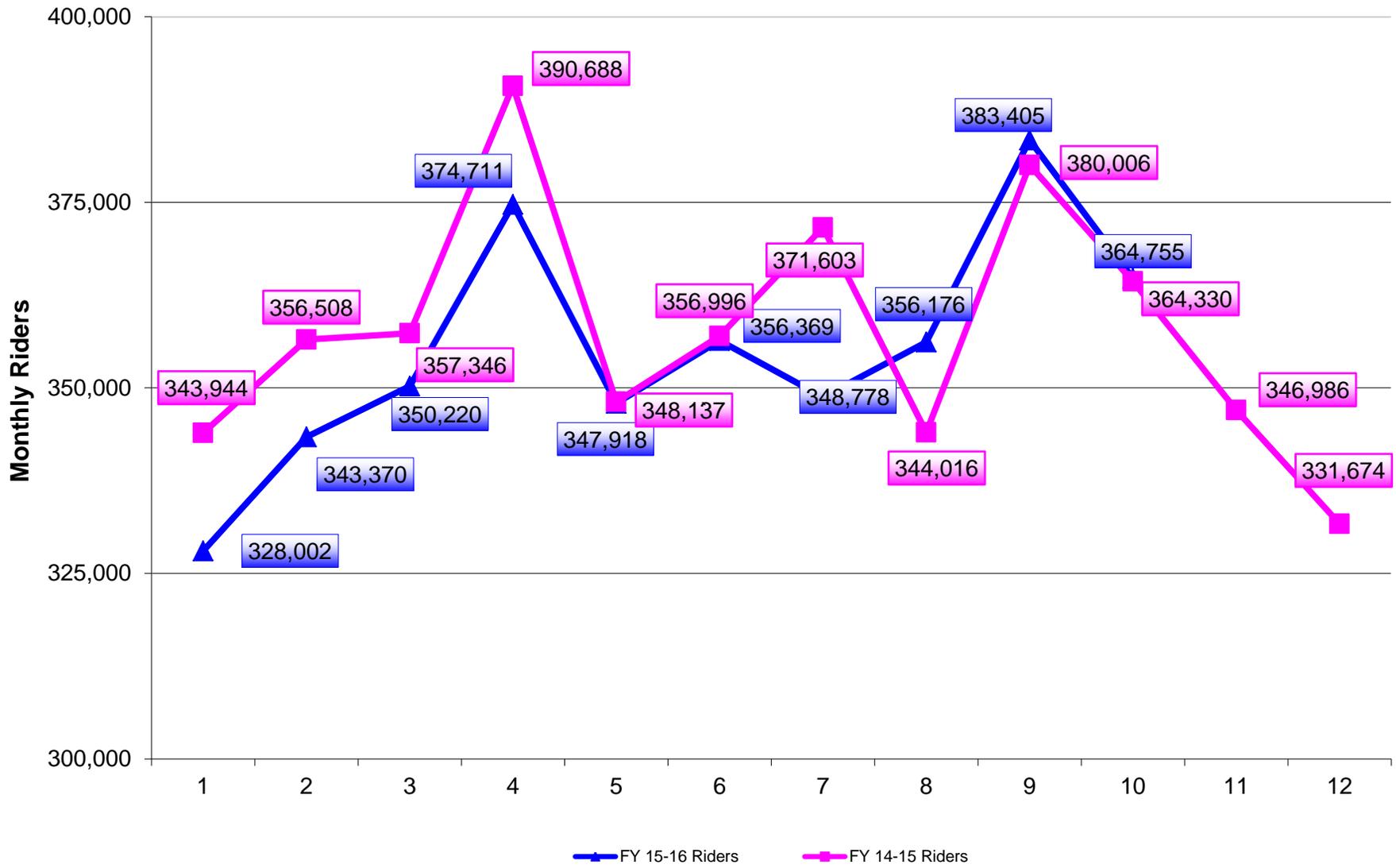
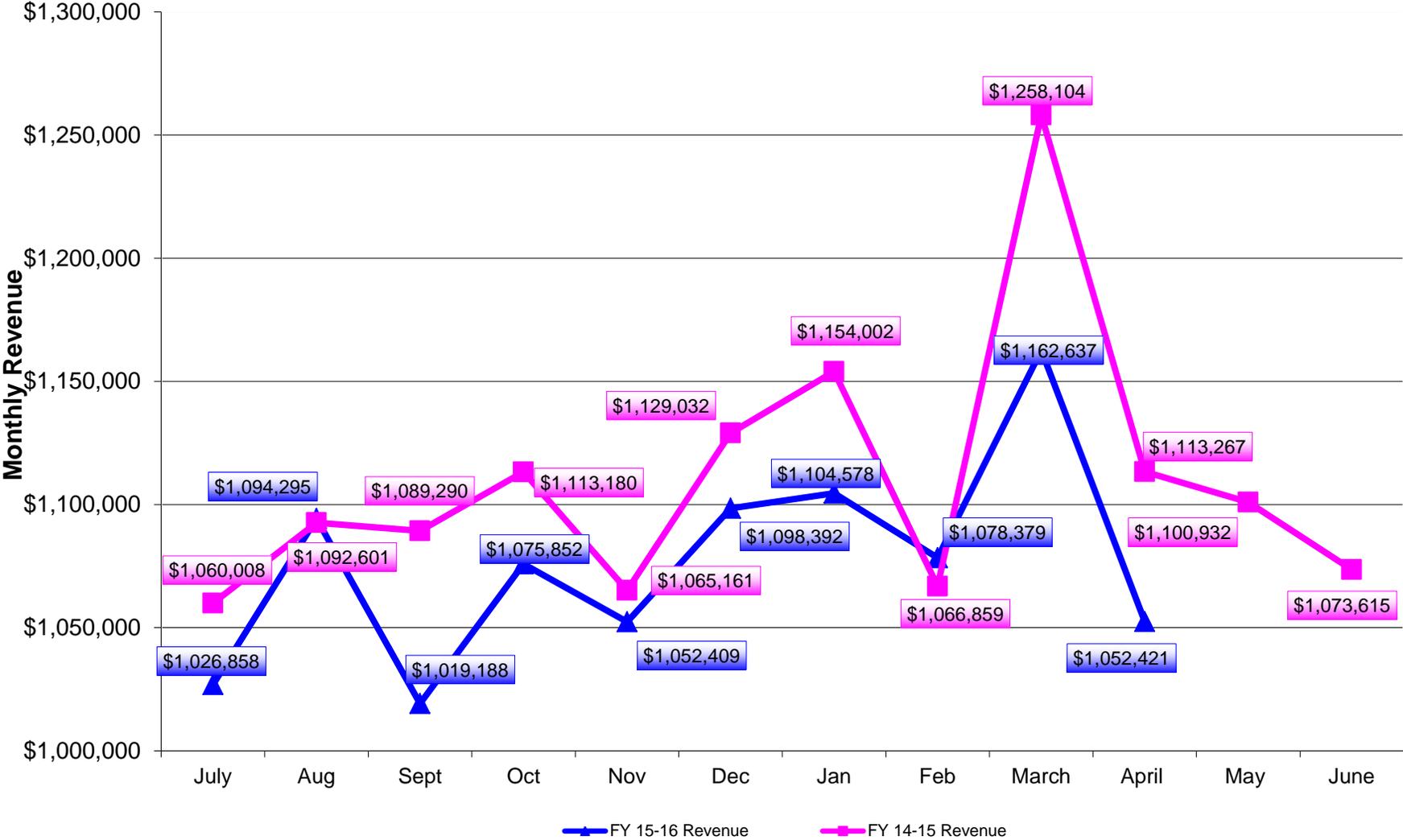


Chart 3 - SFRTA Revenue

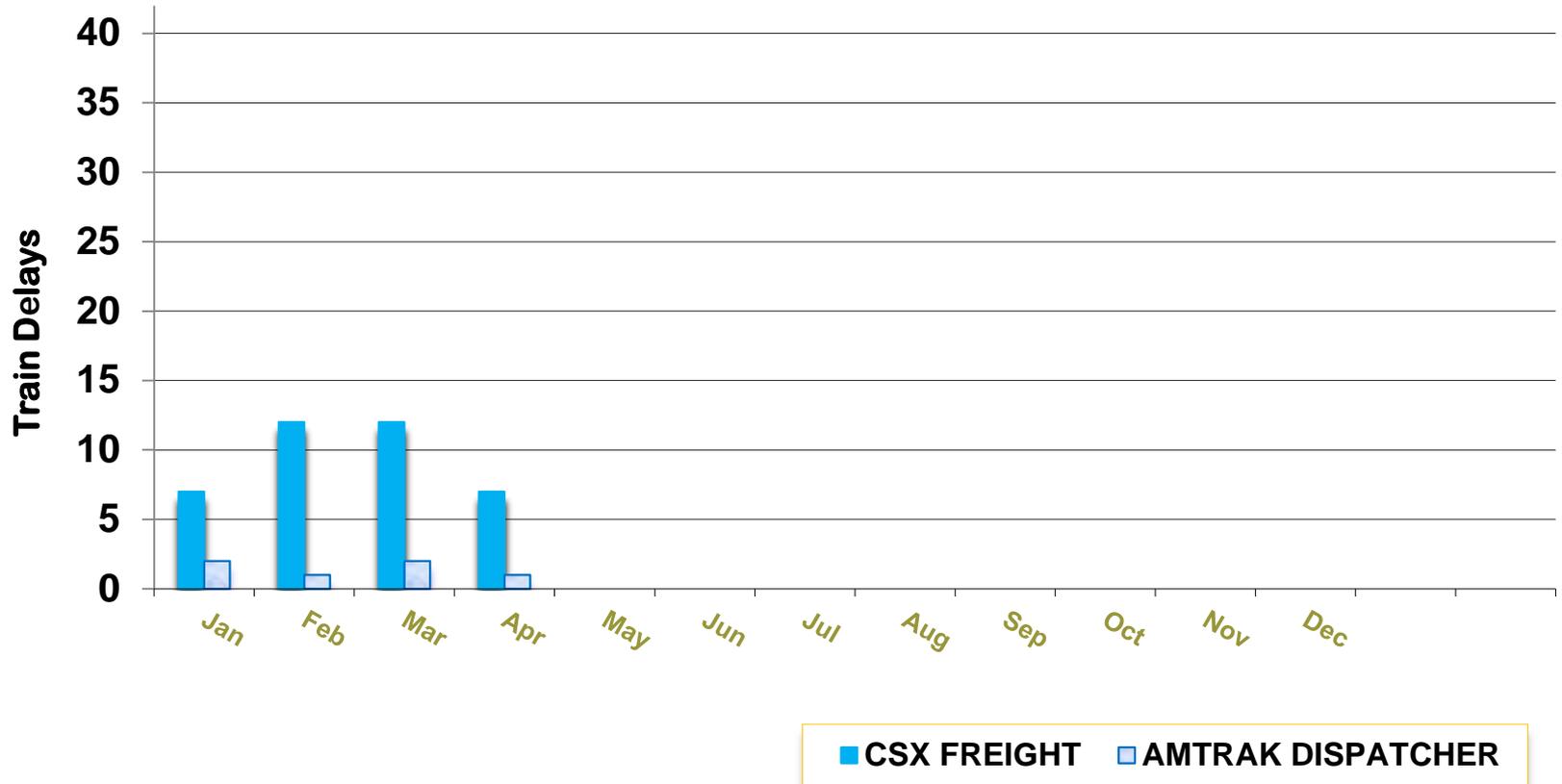



APRIL 2016 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

OTP End To End			81.5%
OTP Station To Station			78.6%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF TOTAL TRAINS
DELAY CAUSES			
PD/FD Activity	3	3	0.2%
CSX FREIGHT	4	7	0.5%
CSX LOCAL SWITCHER	4	5	0.4%
VTMI MOW	17	35	2.7%
VTMI COMMUNICATIONS	0	0	0.0%
VTMI OUTSIDE COMMUNICATIONS	0	0	0.0%
VTMI SIGNALS-COMP.	8	36	2.7%
AMTRAK POM DISPATCHER	1	1	0.1%
BOMBARDIER MECHANICAL	6	17	1.3%
TRANSDEV	1	1	0.1%
AMTRAK	2	2	0.2%
FEC DELAY IRIS	0	0	0.0%
FEC DELAY TRAIN	8	12	0.9%
WEATHER	4	29	2.2%
ROW FOUL	1	1	0.1%
SFRTA TRANSPORTATION	7	11	0.8%
SFRTA RULE COMPLIANCE	0	0	0.0%
OTHER	13	22	1.7%
SFRTA SCHEDULE CONFLICT	8	9	0.7%
3RD PARTY GATE MALFUNCTION	13	32	2.4%
3RD PARTY GATE FATALITIES/VEHICLES	0	0	0.0%
ROTEM MECHANICAL	1	1	0.1%
BROOKVILLE MECHANICAL	5	8	0.6%
VANDALISM	0	0	0.0%
ADA	4	5	0.4%
EFFICIENCY TESTING	0	0	0.0%
DISPATCH SYSTEM	0	0	0.0%
POMPANO STATION CONSTRUCTION	2	2	0.2%
TOTAL	112	239	18.1%
TRAINS LATE		239	18.1%
TERMINATED		5	0.4%
TERMINATED/RECOVERED		0	0.0%
ANNULLED		0	0.0%
TRAINS ON TIME		1076	81.5%
TOTAL		1320	100.0%

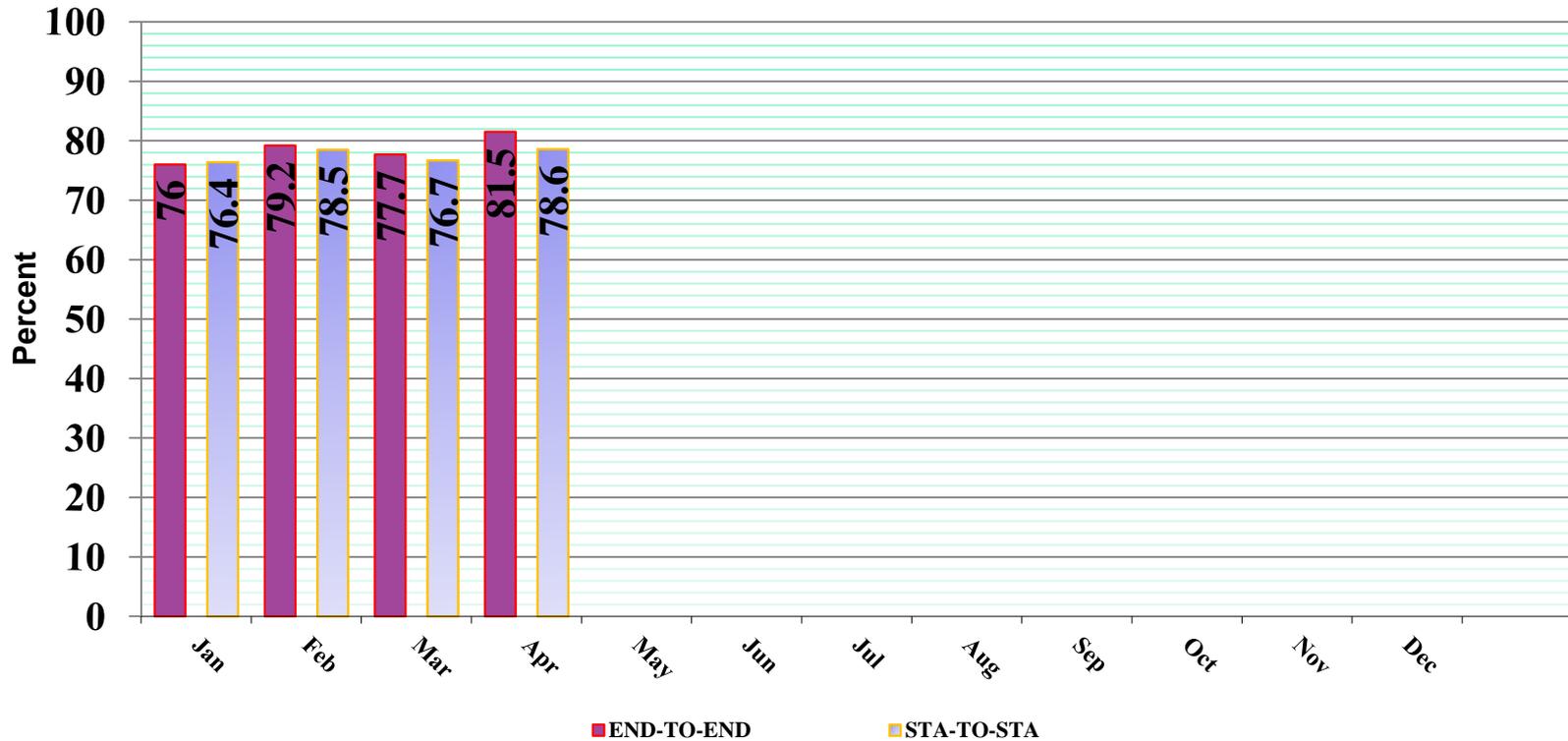


CSX Freight & Amtrak Dispatcher Delays 2016



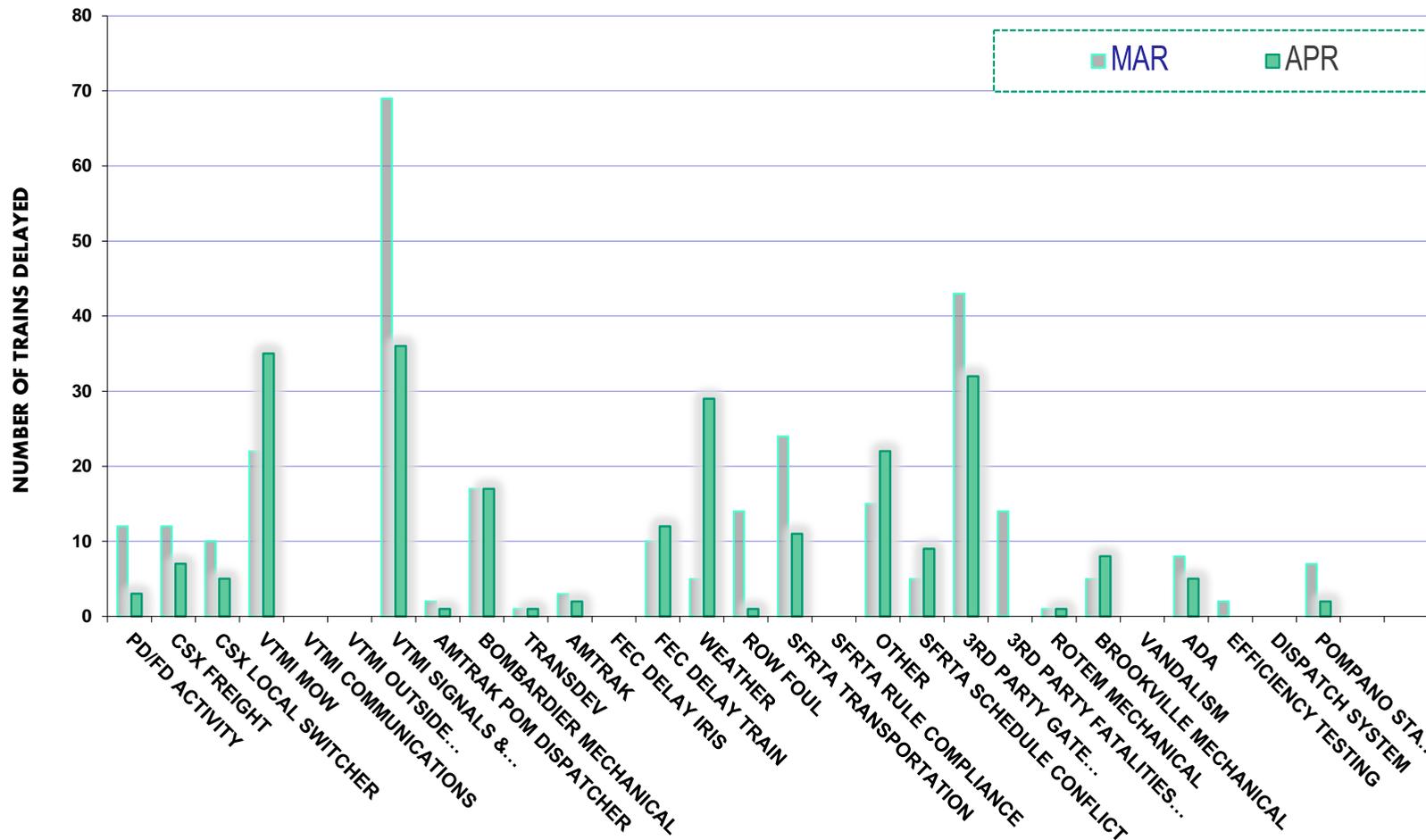


On-Time Performance Calendar Year 2016



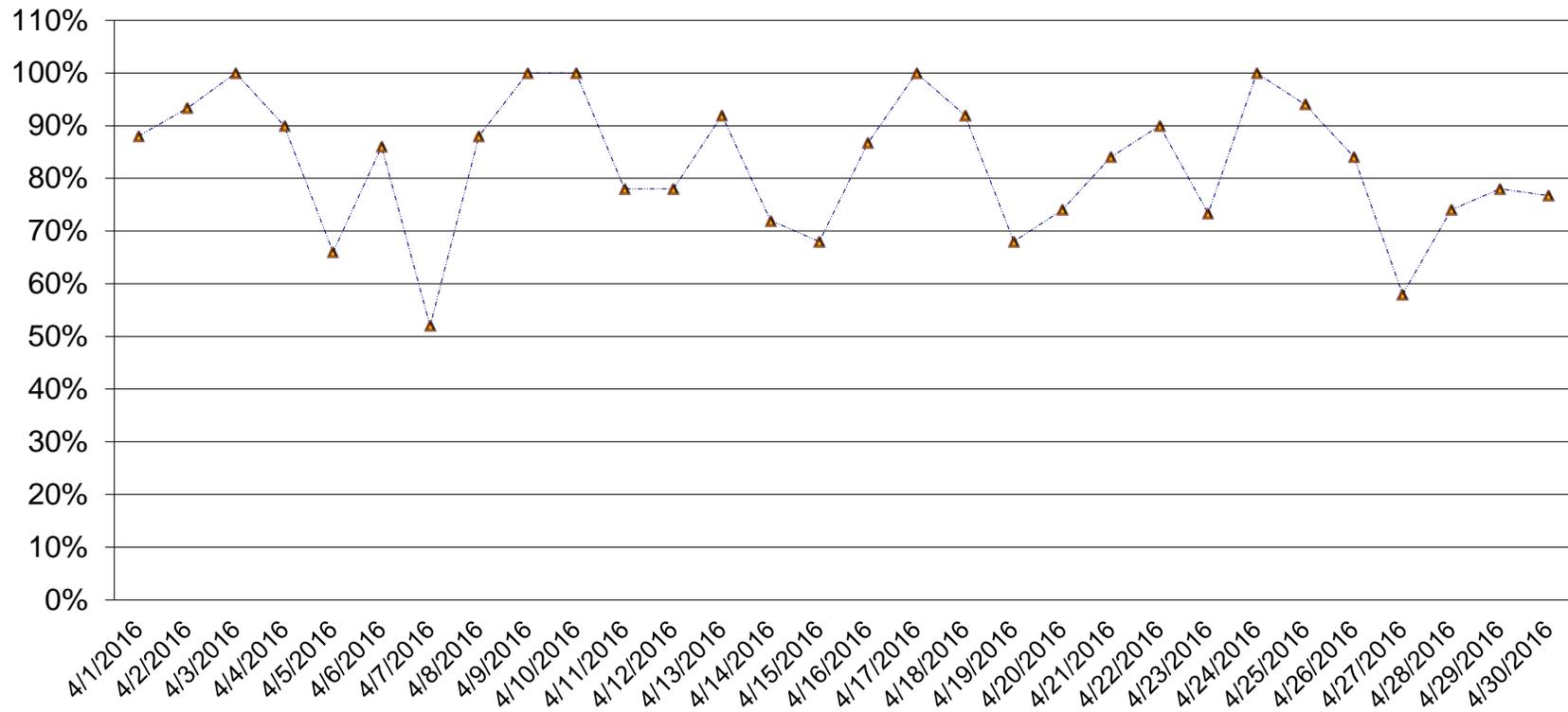


TRAIN DELAYS- 2016

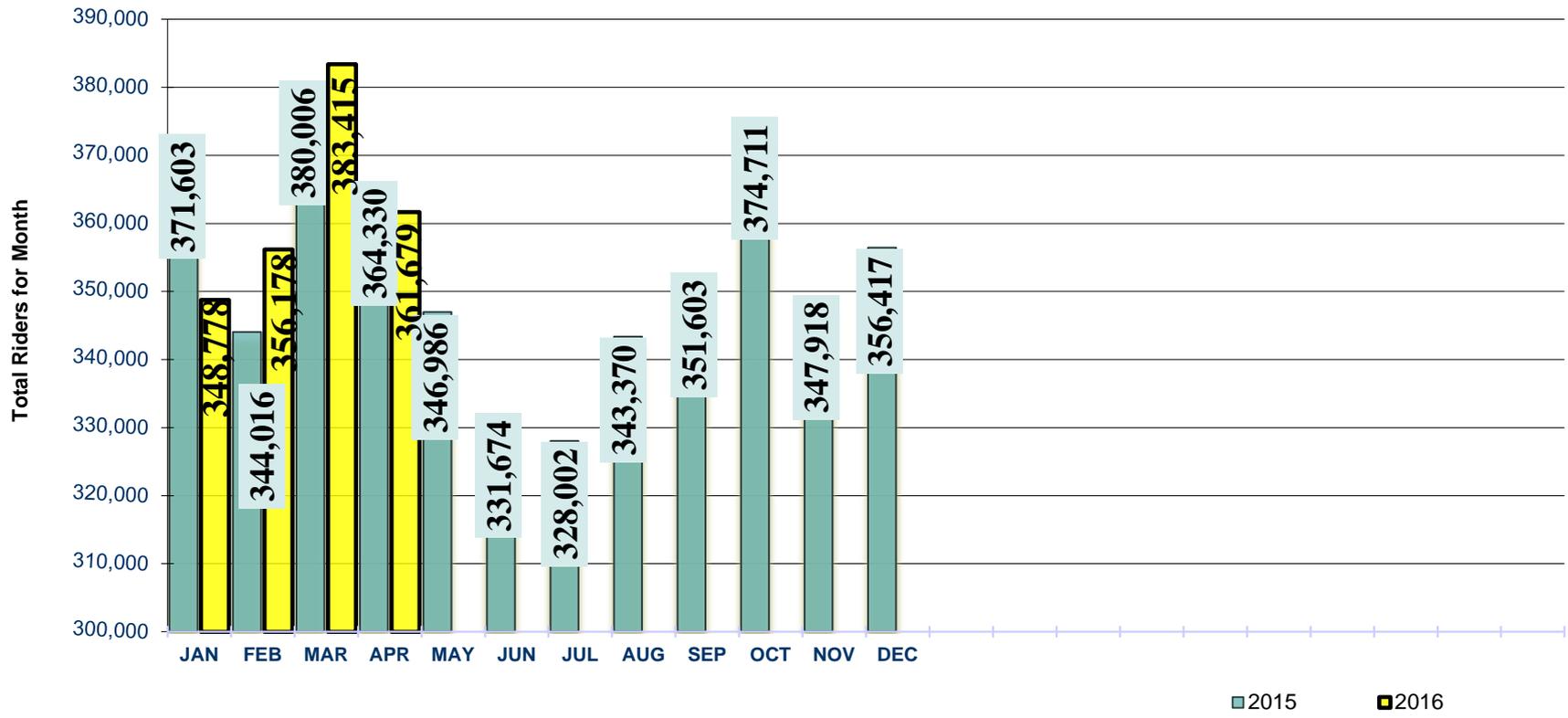




ON TIME PERFORMANCE END TO END APRIL - 2016



SFRTA Tri-Rail Monthly Ridership 2016



AGENDA ITEM D

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
CORPORATE AND COMMUNITY OUTREACH OFFICE
MONTHLY SUMMARY FOR APRIL 2016
GOVERNING BOARD MEETING**

EMPLOYER DISCOUNT PROGRAM

The Employer Discount Program (EDP) added 16 new employers and 145 new employees during the month of April.

The total number of EDP tickets recorded as sold was 1,948 and the total revenue generated was reported as \$109,767.00 in April.

NEW EDP COMPANIES

Employer	Enrollment Date	City
Axis Services, Inc.	04/27/2016	Miami
Biostem Technologies – Cell Therapy	04/06/2016	Oakland Park
Dales Raw Foods	04/27/2016	Boca Raton
Hyatt Place	04/17/2016	West Palm Beach
Lou Bachrodt Auto / Truck Group	04/28/2016	Pompano Beach
Mass Ventures, Corp.	04/06/2016	West Palm Beach
Properties of Elegant Distinction	04/13/2016	Boynton Beach
Ronald McDonald House Charities of South Florida, Inc.	04/19/2016	Miami
Soflmeds, Inc.	04/25/2016	Pembroke Pines
Team Produce	04/20/2016	Miami
The Liberation Group, Inc.	04/01/2016	Deerfield Beach
The Open MRI Guys of Palm Beach, Inc.	04/29/2016	West Palm Beach
Trojan Labor	04/25/2016	Miami
TV Lift Cabinet, Inc.	04/25/2016	Boca Raton
U.S. Chutes, Corp.	04/22/2016	Boca Raton
WNF Law, P.L.	04/04/2016	Miami

EDP SALES MISSIONS

Employer	City
Axa Advisors/Equitable	Miami
Axis Services, Inc.	Miami
Baptist Health System	Miami
Beauchamp Construction Company, Inc.	Coral Gables
Biostem Technologies-Cell Therapy	Oakland Park
Branches	Miami
British Airways	Miami
Crowley Maritime Corp.	Fort Lauderdale
Dales Raw Foods	Boca Raton
Florida International University	Miami
Goodwill Industries of South Florida, Inc.	Miami
Hyatt Place West Palm Beach Downtown	West Palm Beach
Interek International, Inc.	Miami
Land N Sea Distributing, Inc.	Pompano Beach
Lasertron Direct, LLC	Miami
Lou Bachrodt Auto Truck Group	Pompano Beach
Lou Bachrodt Chevrolet/Mazda	Pompano Beach
Mass Ventures Corp.	West Palm Beach
Properties of Elegant Distinction	Boynton Beach
Red Coats, Inc.	Boca Raton
Ronald McDonald House Charities of South Florida, Inc.	Miami
Sherry Manufacturing	Miami
Simkins Industries	Miami
Sitel	Pompano Beach
Soflomed, Inc.	Pembroke Pines
Sonesta Bayfront Hotel	Coconut Grove
Southeastern Freight Lines	Pompano Beach
Southern Audio Visual	Medley
Southwest Florida Enterprises	Miami
Team Produce	Miami
The Liberation Group, Inc.	Deerfield Beach
The Open MRI Guys of Palm Beach, Inc.	West Palm Beach
Trojan Labor	Miami
TV Lift Cabinet, Inc.	Boca Raton
U.S. Chutes, Corp.	Boca Raton
WNF Law, P.L.	Miami

**CORPORATE AND COMMUNITY OUTREACH OFFICE –
APRIL 2016 ACTIVITIES**

BROWARD VETERANS COALITION

A South Florida Regional Transportation Authority (SFRTA) Corporate & Community Relations Liaison was invited to attend the Broward Veterans Coalition's monthly meeting held at the Veterans Affairs Clinic in Sunrise. A presentation was provided to the retired military personnel about Tri-Rail, including the Service-Connected EASY Card that provides free passage onboard Tri-Rail to veterans with disabilities.

COMMUTER CHALLENGE

The Palm Beach MPO and its partners hosted the Palm Beach Commuter Challenge Awards, a public celebration event along the West Palm Beach waterfront on Saturday, April 2, 2016. As a partnering agency, SFRTA was there to promote Tri-Rail to the event attendees. Activities included a family bike ride, a bike safety rodeo for beginning bicyclists, exhibits, raffle prizes and awards for the top Commuter Challenge teams and individuals. Participants of the Challenge tracked the number of driving miles saved and the pounds of CO2 saved from the environment by using alternative modes to get to work. Commuters were encouraged to travel using Tri-Rail, Palm Tran, carpools, bicycles and walking to get to work throughout the month. As a result, 68,122.40 driving miles were logged and 30,721.62 lbs. of CO2 were saved for the month.

CUTR

An SFRTA Corporate & Community Relations Liaison attended the annual Florida Commuter Transportation Summit held in Tampa, FL, as part of training for the Commuter Choice Certificate program. The conference provided interactive training and lively discussions, as well as presentations on transportation demand management, commuter choice programs and best workplaces for commuters.

EARTH DAY EVENTS

In honor of Earth Day, SFRTA Corporate and Community Outreach (CCO) staff participated in various events in the tri-county area to bring awareness about how public transportation can help reduce the carbon footprint. Among them were events at Barry University and CBRE in Miami-Dade County, Broward College and Citrix in Broward County, and Tyco Security and Palm Beach Atlantic University in Palm Beach County. Information was also provided about discount passes as all the mentioned companies are currently enrolled in Tri-Rail's Employer Discount Program (EDP).

FAU ORIENTATION

An SFRTA Corporate & Community Relations Liaison, in conjunction with Broward County Transit (BCT) staff, attended the Florida Atlantic University Orientation Marketplace at its Davie Campus to provide students with information about transit discounts and the free South Florida Education Center (SFEC) Shuttle that provides connect the campus with Tri-Rail.

RIDE & PLAY

Tri-Rail presented its “Ride & Play” leisure day on Saturday, April 23, a one-day promotion at which riders were invited to enjoy a day of fun onboard the train. Riders who showed their validated train tickets at partnering locations received discounts and prizes as part of the promotion. The event helped the agency have its second highest Saturday ridership on record with 7,794 boardings, second only to this year’s Rail Fun Day event in January.

SFEC BOARD PRESENTATION

In an effort to continue to promote the SFEC Shuttle Bus that operates between the SFEC and the Fort Lauderdale Airport Station, a Corporate & Community Relations Liaison was present at a SFEC Board of Directors meeting to discuss promotional efforts and effective targeting techniques for the unique ridership base of students and university staff.

SUNFEST

SFRTA partnered with SunFest, the 5-day concert held in Downtown West Palm Beach, to offer a special late night train after the event’s Saturday and Sunday concerts. SunFest representatives found a value in Tri-Rail as the service helps bring people from Broward and Miami-Dade counties to the event. Both organizations promoted the event via their respective marketing channels, including website, social media and newspaper advertising. SunFest also held a Twitter contest in which a lucky winner received tickets to the concert and a pass to ride the train for free. The effort brought hundreds of new riders to the system which helped boost the weekend ridership.

TOURISM CAMPAIGN

The SFRTA CCO team launched the agency’s tourism campaign, in preparation for the summer tourism influx, by coordinating a speaking engagement for the senior staff of the Greater Fort Lauderdale Convention and Visitors Bureau, at which the SFRTA Deputy Executive Director presented the agency’s relevance in the industry, including plans for the Downtown Miami Link and other potential future expansions. The presentation was also provided to the Southern Florida Concierge Association in Miami by the Corporate and Community Outreach Manager, with additional meetings also scheduled with Palm Beach representatives in the upcoming months.

WTS

SFRTA staff was present for the 2016 WTS Annual Scholarship Luncheon, in support of Genevieve Bajwa, Corporate & Community Relations Liaison, who was awarded a scholarship for her continuing education efforts in her pursuit to expand her career in transportation.

ONGOING COMMUNITY OUTREACH ACTIVITIES

- Conference of Minority Transportation Officials Fort Lauderdale Chapter Committee Meetings
- Greater Boca Raton Chamber of Commerce / Economic Development Committee
- Greater Fort Lauderdale Chamber of Commerce / Biz to Biz Leads Group
- Chamber of Commerce of the Palm Beaches / Business Builder
- Southeast Florida Clean Cities Coalition Meeting



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

April 2016

Revenue:

Train Revenue

For April 2016 year-to-date (YTD) actual train revenue decreased \$531,673 or 5% when compared to fiscal year (FY) 2016 YTD budgeted revenue. Actual revenue for FY 2016 YTD decreased by \$57,730 or 1% when compared to FY 2015 YTD actual revenue. These decreases can be attributed to lower fuel prices.

Expenses:

As of April 2016, the SFRTA FY 2016 YTD actual expenses are \$8,767,762 or 10% below budget when compared to the FY 2016 YTD budgeted expense. All expenses are well within budget.

Train operations variance for FY 2016 YTD is \$5,324,632 or 9% below budget when compared to the FY 2016 YTD budget and increased \$11,605,098 or 27% when compared to FY 2015 YTD actual. This increase in FY 2016 can be mostly attributed to an increase in Maintenance of Way, Train Operations Contract, Security Contract, and Station Utilities expense.

The major categories within Train Operations include Train operations contract, Train Fuel, Security Expense, Feeder Service, Dispatch and ROW Maintenance:

- Train fuel expense variance for FY 2016 YTD is \$3,498,915 or 42% below budget when compared to the FY 2016 YTD budget, and decreased \$2,370,197 or 33% when compared to FY 2015 YTD actual fuel expense. This decrease can be attributed to lower fuel prices.
- Security expense variance for FY 2016 YTD is \$614,599 or 11% below budget when compared to the FY 2016 YTD budget, and increased \$236,425 or 5% when compared to FY 2015 YTD actual. This increase can be attributed to changes in the rates per the contract.
- Feeder bus expense variance for FY 2016 YTD is \$177,472 or 3% below budget when compared to the FY 2016 YTD budget and increased \$393,294 or 8% when

Expenses (Contd.)

compared to FY 2015 YTD actual. This increase can be attributed to timing differences in recording the expenses.

- ROW Maintenance expense variance for FY 2016 YTD is \$390,207 or 2% below budget when compared to the FY 2016 YTD budget and increased \$12,234,941 or over 100% when compared to the FY 2015 actual. This increase in FY 2016 can be attributed to the SFRTA taking over dispatching control of the corridor.
- Dispatch expense variance for FY 2016 YTD is \$62,292 or 2% below budget when compared to the FY 2016 YTD budget and decreased \$152,444 or 5% when compared to the FY 2015 actual.
- Insurance expense variance for FY 2016 YTD is \$116,480 or 5% below budget when compared to the FY 2016 YTD budget and decreased \$38,349 or 2% when compared to the FY 2015 actual.

Train and Station Maintenance variance for FY 2016 YTD is \$2,367,573 or 14% below budget when compared to the FY 2016 YTD budget and decreased \$519,891 or 3% when compared to the FY 2015 actual.

- Train Maintenance variance for FY 2016 YTD is \$2,065,216 or 14% below budget when compared to the FY 2016 YTD budget and decreased \$854,365 or 6% when compared to FY 2015 YTD actual. This decrease in FY 2016 can be attributed to a lower amount of expenses monthly with our fleet maintenance contract.
- Station Maintenance variance for FY 2016 YTD is \$302,357 or 13% below budget when compared to the FY 2016 YTD budget and increased \$334,474 or 21% when compared to the FY 2015 actual.

Personnel Expenses variance for FY 2016 YTD is \$276,706 or 3% below budget when compared to the FY 2016 YTD budget and increased \$629,027 or 7% when compared to the FY 2015 actual.

Professional Services variance for FY 2016 YTD is \$331,234 or 38% below budget when compared to the FY 2016 YTD budget and increased \$12,765 or 2% when compared to FY 2015 actual.

Legal Departmental expenses variance for FY 2016 YTD is \$81,907 or 12% below budget when compared to the FY 2016 YTD budget and increased \$103,416 or 20%

Expenses (Contd.)

when compared to FY 2015 actual. This increase can be attributed to higher expenses associated with legal services and personnel expense.

General and Administrative Expenses variance for FY 2016 YTD is \$373,407 or 18% below budget when compared to the FY 2016 YTD budget and decreased \$32,075 or 2% when compared to FY 2015 actual. Some categories within General and Administrative expenses are Business Travel, Telecommunications expense and Office Supplies.

- Business Travel expense variance for FY 2016 YTD is \$76,967 or 42% below budget when compared to the FY 2016 YTD budget and decreased \$43,798 or 29% when compared to FY 2015 actual.
- Telecommunications expense variance for FY 2016 YTD is approximately \$45,316 or 9% below budget when compared to the FY 2016 YTD budget and decreased approximately \$11,326 or 2% when compared to the FY 2015 YTD actual due to an decrease in monthly charges, usages as well as new phone lines.
- Materials and supplies expense variance for FY 2016 YTD is approximately \$24,650 or 18% below budget when compared to the FY 2016 YTD budget and decreased \$45,460 or 29% when compared to the FY 2015 actual. This is attributed to a fewer amount of purchases during the current year.

Corporate & Community Outreach expenses variance for FY 2016 YTD is \$97,943 or 20% below budget when compared to the FY 2016 YTD budget and decreased approximately \$8,102 or 2% when compared to the FY 2015 YTD actual.

- Corporate & Community Outreach Contract variance for FY 2016 YTD is \$68,069 or 16% below budget when compared to the FY 2016 YTD budget and decreased approximately \$9,533 or 3% when compared to the FY 2015 actual. This decrease is attributed to slightly lower expenses associated with the contract in April.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
4/01/16 TO 4/30/16**

REVENUE	APRIL 2016 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2015-16 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$1,052,421	\$10,731,961	\$11,263,634	(\$531,673)	\$13,272,273	\$2,540,312
Interest Income / Other Income	23,315	440,817	270,830	169,987	325,000	(115,817)
TOTAL TRAIN REVENUE	\$1,075,736	\$11,172,778	\$11,534,464	(\$361,686)	\$13,597,273	\$2,424,495
OPERATING ASSISTANCE						
Statutory Operating Assistance	1,175,000	14,150,003	14,416,670	(266,667)	17,300,000	3,149,997
Statutory Dedicated Funding	945,275	10,920,272	11,083,330	(163,058)	13,300,000	2,379,728
Statutory Maintenance of Way FHWA	-	18,450,938	21,331,813	(2,880,875)	25,722,054	7,271,116
FDOT JPA- MIC Station	337,500	3,274,619	3,333,330	(58,711)	4,000,000	725,381
FDOT - Flagging Services	-	55,833	107,790	(51,957)	129,344	73,511
FTA Assistance	-	-	416,670	(416,670)	500,000	500,000
FTA-Designated Recipient Fees	4,560,497	17,489,877	17,964,596	(474,719)	21,022,912	3,533,035
FTA-JARC/New Freedom Program Fee	-	-	125,000	(125,000)	150,000	150,000
FTA-JARC/New Freedom Program Match	-	-	8,330	(8,330)	10,000	10,000
Statutory Counties Contribution	-	268,146	313,240	(45,094)	375,890	107,744
Gas Tax Transfer	-	4,695,000	4,695,000	-	4,695,000	-
SFRTA Reserves	-	-	1,580,750	(1,580,750)	1,896,895	1,896,895
Other Local Funding	-	-	2,166,580	(2,166,580)	2,599,893	2,599,893
TOTAL ASSISTANCE	74,555	157,555	325,220	(167,665)	390,269	232,714
TOTAL REVENUE	\$8,168,563	\$80,635,021	\$89,402,783	(\$8,767,762)	\$105,689,530	\$25,054,509

EXPENSES	APRIL 2016 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2015-16 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	5,721,077	54,631,874	59,956,506	5,324,632	71,149,569	16,517,695
Train and Station Maintenance	1,449,543	14,665,727	17,033,300	2,367,573	19,922,912	5,257,185
Personnel Expenses	802,447	9,249,322	9,526,028	276,706	11,294,865	2,045,543
Professional Fees	69,700	534,164	865,398	331,234	1,037,900	503,736
Legal	65,805	622,104	704,011	81,907	826,956	204,852
General & Administrative Expenses	157,995	1,757,598	2,131,005	373,407	2,433,828	676,230
Corporate & Community Outreach	44,496	401,092	499,035	97,943	598,500	197,408
Reserve	-	-	-	-	-	-
Expenses Transferred to Capital	(142,500)	(1,226,860)	(1,312,500)	(85,640)	(1,575,000)	(348,140)
TOTAL EXPENSES	\$ 8,168,563	\$ 80,635,021	\$ 89,402,783	\$ 8,767,762	\$ 105,689,530	\$ 25,054,509

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SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
APRIL 30, 2016 & 2015

	Curent Year							Prior Year Comparison		
	April 2016 Actual	April 2016 Budget	Variances	FY 2016 YTD Actual	YTD Budget	Variances	%	FY 2015 YTD Actual	Variances	%
Revenues:										
Train Revenue	\$1,052,421	\$1,106,910	(54,489)	\$10,731,961	\$11,263,634	(531,673)	-5%	\$10,789,691	(57,730)	-1%
Interest/Dividend Income	23,315	27,083	(3,768)	440,817	270,830	169,987	63%	413,775	27,042	7%
Total Train Revenue	1,075,736	1,133,993	(58,257)	11,172,778	11,534,464	(361,686)	-3%	11,203,466	(30,688)	0%
Operating Assistance:										
Statutory Operating Assistance	1,175,000	1,441,667	(266,667)	14,150,003	14,416,670	(266,667)	-2%	12,975,000	1,175,003	9%
Statutory Dedicated Funding	945,275	1,108,333	(163,058)	10,920,272	11,083,330	(163,058)	-1%	9,975,000	945,272	9%
Statutory Maintenance of Way	-	-	-	18,450,938	21,331,813	(2,880,875)	-14%	5,798,596	12,652,342	-
FHWA	337,500	650,000	(312,500)	3,274,619	3,333,330	(58,711)	-2%	3,052,380	222,239	7%
FDOT JPA- MIC Station	-	40,779	(40,779)	55,833	107,790	(51,957)	-48%	101,860	(46,027)	-45%
FDOT - Flagging Services	-	41,667	(41,667)	-	416,670	(416,670)	-100%	-	-	-
FTA Assistance	4,560,497	5,142,852	(582,355)	17,489,877	17,964,596	(474,719)	-3%	19,955,012	(2,465,135)	-12%
FTA-Designated Recipient Fees	-	12,500	(12,500)	-	125,000	(125,000)	-100%	235,630	(235,630)	-
FTA-JARC/New Freedom Program Fee	-	833	(833)	-	8,330	(8,330)	-100%	40,502	(40,502)	-
FTA-JARC/New Freedom Program Match	-	210,000	(210,000)	268,146	313,240	(45,094)	-14%	372,584	(104,438)	-28%
Statutory Counties Contribution	-	-	-	4,695,000	4,695,000	-	0%	4,695,000	-	0%
Gas Tax Transfer	-	158,075	(158,075)	-	1,580,750	(1,580,750)	-100%	-	-	-
SFRTA Reserves	-	216,658	(216,658)	-	2,166,580	(2,166,580)	-100%	-	-	-
Other Local Funding	74,555	82,522	(7,967)	157,555	325,220	(167,665)	-52%	230,003	(72,448)	-31%
Total Operating Assistance	7,092,827	9,105,886	(2,013,059)	69,462,243	77,868,319	(8,406,076)	-11%	57,431,567	12,030,676	21%
Total Revenue	\$8,168,563	\$10,239,879	(\$2,071,316)	80,635,021	\$89,402,783	(8,767,762)	-10%	68,635,033	11,999,988	17%

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
APRIL 30, 2016 & 2015

	Curent Year							Prior Year Comparison		
	April 2016 Actual	April 2016 Budget	Variances	FY 2016 YTD Actual	YTD Budget	Variances	%	FY 2015 YTD Actual	Variances	%
Expenses:										
Train Operations										
Train Operations Contract	\$1,027,485	\$1,068,573	(41,088)	\$10,054,640	\$10,188,594	(133,954)	-1%	\$9,604,898	449,742	5%
Train Operation - Fuel	347,710	603,542	(255,832)	4,733,838	\$8,232,753	(3,498,915)	-42%	7,104,035	(2,370,197)	-33%
Emergency Bus Service	6,144	20,583	(14,439)	47,943	\$48,333	(390)	-1%	39,859	8,084	20%
Security Contract	479,678	551,133	(71,455)	4,995,521	\$5,610,120	(614,599)	-11%	4,759,096	236,425	5%
Feeder Bus	855,803	874,158	(18,355)	5,214,108	\$5,391,580	(177,472)	-3%	4,820,814	393,294	8%
Station Utilities	172,089	180,801	(8,712)	1,481,469	\$1,558,009	(76,540)	-5%	627,398	854,071	-
EMS Boards	7,020	21,000	(13,980)	107,595	\$108,329	(734)	-1%	133,272	(25,677)	-19%
Revenue Collection	159,734	163,167	(3,433)	384,678	\$481,667	(96,989)	-20%	333,889	50,789	15%
Insurance	40,000	116,480	(76,480)	2,383,520	\$2,500,000	(116,480)	-5%	2,421,869	(38,349)	-2%
APTA Dues	-	1,583	(1,583)	-	\$15,833	(15,833)	-100%	-	-	-
ROW Maintenance	2,315,096	2,637,612	(322,516)	22,223,409	\$22,613,616	(390,207)	-2%	9,988,468	12,234,941	-
TVM Maintenance	13,279	17,000	(3,721)	30,648	\$110,000	(79,352)	-72%	37,743	(7,095)	-19%
Smart Card	-	6,500	(6,500)	4,125	\$65,000	(60,875)	-94%	32,611	(28,486)	-
Dispatch	297,039	333,267	(36,228)	2,970,380	\$3,032,672	(62,292)	-2%	3,122,824	(152,444)	-5%
Total Train Operations	5,721,077	6,595,399	(874,322)	54,631,874	59,956,506	(5,324,632)	-9%	43,026,776	11,605,098	27%
Train and Station Maintenance										
Train Maintenance	1,253,201	1,509,743	(256,542)	12,706,157	14,771,373	(2,065,216)	-14%	13,560,522	(854,365)	-6%
Station Maintenance	196,342	225,500	(29,158)	1,959,570	2,261,927	(302,357)	-13%	1,625,096	334,474	21%
Total Train and Station Maintenance	1,449,543	1,735,243	(285,700)	14,665,727	17,033,300	(2,367,573)	-14%	15,185,618	(519,891)	-3%
Personnel Expenses										
Salaries and Wages	725,592	1,049,457	(323,865)	6,871,804	6,936,984	(65,180)	-1%	6,197,665	674,139	11%
Taxes	49,868	75,676	(25,808)	510,036	576,759	(66,723)	-12%	472,400	37,636	8%
Group Insurance	2,637	252,292	(249,655)	1,202,426	1,336,834	(134,408)	-10%	1,328,246	(125,820)	-9%
Pension	24,350	97,913	(73,563)	665,056	675,451	(10,395)	-2%	621,984	43,072	7%
Total Personnel Expenses	802,447	1,475,338	(672,891)	9,249,322	9,526,028	(276,706)	-3%	8,620,295	629,027	7%
Professional Services										
Auditing Services	-	-	-	75,000	75,000	-	0%	72,500	2,500	3%
Professional Services	69,700	110,242	(40,542)	459,164	790,398	(331,234)	-42%	448,899	10,265	2%
Total Professional Services	69,700	110,242	(40,542)	534,164	865,398	(331,234)	-38%	521,399	12,765	2%
Legal										
Salaries and Wages	32,922	51,594	(18,672)	413,196	413,698	(502)	0%	355,761	57,435	16%
Taxes	2,776	4,575	(1,799)	21,739	23,967	(2,228)	-9%	19,539	2,200	11%
Group Insurance	354	9,250	(8,896)	38,208	38,503	(295)	-1%	38,698	(490)	-1%
Pension	7,204	13,880	(6,676)	47,153	49,083	(1,930)	-4%	48,830	(1,677)	-3%
Business Travel	678	3,992	(3,314)	6,221	8,317	(2,096)	-25%	6,794	(573)	-8%
Membership/Dues/Subscriptions	471	575	(104)	4,239	5,746	(1,507)	-26%	4,173	66	2%
Seminars and Training	-	808	(808)	330	3,283	(2,953)	-90%	1,225	(895)	-
Legal Services	21,400	28,040	(6,640)	91,018	161,414	(70,396)	-44%	43,668	47,350	-
Total Legal	65,805	112,714	(46,909)	622,104	704,011	(81,907)	-12%	518,688	103,416	20%

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
ACTUAL VS BUDGET REPORT
APRIL 30, 2016 & 2015

	Curent Year							Prior Year Comparison		
	April 2016 Actual	April 2016 Budget	Variances	FY 2016 YTD Actual	YTD Budget	Variances	%	FY 2015 YTD Actual	Variances	%
General and Administrative Expenses										
Bank & Credits Cards Fees	10,972	15,833	(4,861)	118,023	123,555	(5,532)	-4%	105,501	12,522	12%
Building Maintenance	6,129	11,875	(5,746)	69,312	118,750	(49,438)	-42%	83,127	(13,815)	-17%
Business Travel	12,469	28,261	(15,792)	105,643	182,610	(76,967)	-42%	149,441	(43,798)	-29%
Materials & Supplies	8,948	38,333	(29,385)	111,683	136,333	(24,650)	-18%	157,143	(45,460)	-29%
Membership/Dues/Subscriptions	4,929	27,566	(22,637)	135,955	147,660	(11,705)	-8%	121,205	14,750	12%
Office Rent	60,303	66,058	(5,755)	592,560	660,580	(68,020)	-10%	575,086	17,474	3%
Printing & Advertising	5,126	8,767	(3,641)	25,763	46,267	(20,504)	-44%	31,940	(6,177)	-19%
Seminars and Training	8,604	16,067	(7,463)	64,956	110,670	(45,714)	-41%	32,853	32,103	-
Telecommunications	31,432	53,725	(22,293)	460,731	506,047	(45,316)	-9%	472,057	(11,326)	-2%
Vehicle Operations & Maintenance	3,671	9,250	(5,579)	41,206	62,500	(21,294)	-34%	45,779	(4,573)	-10%
Miscellaneous Personnel Expenses	5,412	11,583	(6,171)	31,766	36,033	(4,267)	-12%	15,541	16,225	-
Total General and Administrative Exp	157,995	287,318	(129,323)	1,757,598	2,131,005	(373,407)	-18%	1,789,673	(32,075)	-2%
Corporate & Community Outreach Expenses										
Special Programs	1,000	1,583	(583)	1,000	5,833	(4,833)	-83%	940	60	6%
Customer Service/Information	4,801	9,208	(4,407)	47,567	72,083	(24,516)	-34%	46,666	901	2%
Corporate & Community Outreach Contract	38,695	41,667	(2,972)	348,264	416,333	(68,069)	-16%	357,797	(9,533)	-3%
Promotional Materials	-	2,417	(2,417)	4,261	4,786	(525)	-11%	3,791	470	12%
Total Corporate & Community Outreach Expenses	44,496	54,875	(10,379)	401,092	499,035	(97,943)	-20%	409,194	(8,102)	-2%
Reserves and Transfers										
Reserve	-	-	-	-	-	-	0%	-	-	-
Expenses Transferred to Capital	(142,500)	(131,250)	(11,250)	(1,226,860)	(1,312,500)	85,640	-7%	(1,436,610)	209,750	-15%
Total Reserves and Transfers	(142,500)	(131,250)	(11,250)	(1,226,860)	(1,312,500)	85,640	-7%	(1,436,610)	209,750	0%
Total Expenses	8,168,563	10,239,879	(2,071,316)	80,635,021	89,402,783	(8,767,762)	-10%	68,635,033	11,999,988	17%
Net Income	-	-	-	-	-	-	0%	-	-	0%

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENTS OF NET ASSETS
APRIL 30, 2016

ASSETS

Current assets:

Cash and cash equivalents	\$ 63,758,169
Accounts receivable:	
State Grants	16,589,461
Federal Grants	41,598,524
Counties	503,423
Other	1,028,346
Prepaid expenses	<u>732,567</u>
Total current assets	<u>124,210,490</u>

Noncurrent assets:

Capital assets (net of accumulated depreciation)	<u>575,537,598</u>
Total noncurrent assets	<u>575,537,598</u>
Total assets	<u>\$ 699,748,088</u>

DEFERRED OUTFLOWS OF RESOURCES

Deferred outflows of resources related to pensions	<u>1,680,219</u>
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LIABILITIES

Current liabilities:

Accounts payable	\$ 9,757,502
Accruals	10,061,221
Compensated absences	474,759
Deferred revenue	1,530,817
Due to other governmental units	<u>3,814</u>
Total current liabilities	<u>21,828,113</u>

Noncurrent liabilities:

Compensated absences	712,138
Deposits	18,163,798
Advances from FDOT	2,000,000
Net pension liability	<u>3,242,546</u>
Total noncurrent liabilities	<u>24,118,482</u>
Total liabilities	<u>\$ 45,946,595</u>

DEFERRED INFLOWS OF RESOURCES

Deferred inflows of resources related to pensions	<u>2,056,301</u>
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NET ASSETS

Invested in Capital Assets	575,537,598
Reserved for Capital Projects	50,990,686
Unrestricted	<u>26,897,127</u>
Total net assets	<u>653,425,411</u>
Total liabilities and net assets	<u>\$ 701,428,307</u>



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During April 2016, the SFRTA's Accounts Payable division processed 562 invoices totaling \$7,067,364.09 and disbursed 168 checks, excluding payroll, totaling \$5,360,589.61.

Invoices over \$2,500 represent 39.3% (66 checks) of all invoices processed in the month of April, and represent 99.1% of the value (\$5,312,471.12) of all checks processed in April 2016.

Accounts Payable processed 70.7% (70 checks) of the checks over \$2,500 within 25 days, with 79.8% (79 checks) of the checks over \$2,500 processed within 30 days.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 27, 2016
INFORMATION ITEM: PAYMENTS OVER \$2,500
APRIL 1 TO APRIL 30, 2016

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
3/4/2016	3/16/2016	4/4/2016	4/4/2016	31	BV OIL COMPANY	MARCH FLEET OIL	135,682.49
3/10/2016	3/29/2016	4/4/2016	4/4/2016	25	MIAMI DADE	STORED VALUE & LINK UP FEES	152,640.78
3/21/2016	3/25/2016	4/6/2016	4/8/2016	18	FLORIDA POWER & LIGHT	MARCH ELETRIC SERVICE	5,691.07
3/15/2016	3/21/2016	4/6/2016	4/8/2016	24	ANSALDO STS USA, INC.	FEB. DISPATCH	23,581.00
3/28/2016	3/28/2016	4/6/2016	4/8/2016	11	DEPT OF MANAGEMENT SVCS	ACCT #0H8XX48-22716	3,993.69
3/21/2016	3/25/2016	4/6/2016	4/8/2016	18	FLORIDA POWER & LIGHT	MARCH ELETRIC MOW SERVICE	32,864.39
4/1/2016	4/1/2016	4/6/2016	4/8/2016	7	MIAMI-DADE WATER & SEWER DEPT.	MARCH WATER MOW SERVICE	4,421.64
3/14/2016	3/22/2016	4/11/2016	4/11/2016	28	BV OIL COMPANY	MARCH FLEET OIL	111,147.80
3/14/2016	3/30/2016	4/13/2016	4/15/2016	32	EAC CONSULTING	CONTRACT 10-017E WO #7 INV #15	19,224.82
4/1/2016	4/4/2016	4/13/2016	4/15/2016	14	FLORIDA POWER & LIGHT	MARCH ELETRIC SERVICE	4,347.90
4/5/2016	4/6/2016	4/13/2016	4/15/2016	10	G4S SECURE SOLUTIONS USA	MARCH SECURITY SERVICE	358,756.52
3/16/2016	4/7/2016	4/13/2016	4/15/2016	30	KEOLIS TRANSIT SERVICES, LLC	CONTRACT #15-016 03/01-03/15/16	202,275.58
4/5/2016	4/7/2016	4/13/2016	4/15/2016	10	ERICKS CONSULTANTS	MARCH 2016 CONSULTING SERVICES	20,500.00
4/6/2016	4/8/2016	4/13/2016	4/15/2016	9	FLORIDA MUNICIPAL INSURANCE TR	FINAL AUDIT FOR THE 13/14 YEAR	36,439.00
3/23/2016	4/7/2016	4/13/2016	4/15/2016	23	MERIDIAN MANAGEMENT CORPORATIO	MARCH MAINT. SERVICE	192,546.87
3/25/2016	4/6/2016	4/13/2016	4/15/2016	21	RAIL TECH CONSULTANTS INC	REPAIR PIS SYSTEM	2,956.00
3/30/2016	4/7/2016	4/18/2016	4/15/2016	16	BV OIL COMPANY	MARCH FLEET OIL	185,175.93
3/29/2016	4/7/2016	4/18/2016	4/18/2016	20	BOMBARDIER MASS TRANSIT CORPOR	MARCH SERVICE	73,674.04
4/11/2016	4/12/2016	4/20/2016	4/22/2016	11	CITY OF HOLLYWOOD	MARCH WATER/SEWAGE SERVICE	5,581.11
4/7/2016	4/18/2016	4/20/2016	4/22/2016	15	ALLEGIS CORPORATION	PART # 3927-48-5655	2,889.00
4/8/2016	4/12/2016	4/20/2016	4/22/2016	14	AT&T	BILLING #954 V34-7067 036	35,072.54
3/31/2016	3/31/2016	4/20/2016	4/22/2016	22	FLORIDA POWER & LIGHT	MARCH MOW SERVICE	3,405.38
4/14/2016	4/15/2016	4/20/2016	4/22/2016	8	MIAMI-DADE WATER & SEWER DEPT.	MARCH MOW SERVICE	3,096.14
4/4/2016	4/18/2016	4/20/2016	4/22/2016	18	RESPECT OF FLORIDA	MARCH JANITORIAL SERVICE	5,547.27
4/1/2016	4/7/2016	4/25/2016	4/25/2016	24	NATIONAL RAILROAD PASSENGER	CUST #3002919 MARCH 2016	297,029.00
4/14/2016	4/20/2016	4/27/2016	4/29/2016	15	CB&I	APPLICATION #16 AGREEMENT	304,585.76
4/20/2016	4/22/2016	4/27/2016	4/29/2016	9	CITY OF WEST PALM BEACH	MARCH WATER/SEWAGE SERVICE	2,717.78
4/18/2016	4/19/2016	4/27/2016	4/29/2016	11	FLORIDA POWER & LIGHT	MARCH ELETRIC SERVICE	20,874.55
4/12/2016	4/20/2016	4/27/2016	4/29/2016	17	KEOLIS TRANSIT SERVICES, LLC	03/16-03/31/16	244,231.66
4/8/2016	4/12/2016	4/27/2016	4/29/2016	21	AT&T	ACCT #VP07JN-03/16	12,957.90
4/11/2016	4/12/2016	4/27/2016	4/29/2016	18	AT&T	ACCT #8003-000-2788	10,011.39
4/14/2016	4/14/2016	4/27/2016	4/29/2016	15	FLORIDA POWER & LIGHT	MARCH MOW SERVICE	2,872.87
4/7/2016	4/11/2016	4/27/2016	4/29/2016	22	GOODMAN PUBLIC RELATIONS INC.	RIDE & PLAY LEISURE CAMPAIGN	62,862.28
4/11/2016	4/14/2016	4/27/2016	4/29/2016	18	KAPLAN KIRSCH ROCKWELL LLP	CLIENT MATTER 1917-13	13,182.65
4/21/2016	4/21/2016	4/27/2016	4/29/2016	8	PROLOGIS TRUST	MAY 2016 RENT	59,787.44
4/11/2016	4/14/2016	4/27/2016	4/29/2016	18	ROBERT LEE SHAPIRO, PA	DOWNTOWN MIAMI LINK #2630-6	8,217.00
4/19/2016	4/21/2016	4/27/2016	4/29/2016	10	VERIZON WIRELESS	MARCH SERVICE	2,746.07
				37	TOTAL OPERATING EXPENDITURES		2,663,587.31

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 27, 2016
INFORMATION ITEM: PAYMENTS OVER \$2,500
APRIL 1 TO APRIL 30, 2016

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
3/31/2016	4/4/2016	4/6/2016	4/8/2016	8	CITY OF WEST PALM BEACH	REIMB UNDER JARC GRANT 072 FEB 2016	20,388.36
3/29/2016	4/4/2016	4/6/2016	4/8/2016	10	COALITION FOR INDEPENDENT LIVING	REIMB FOR 50% EXPENSES JARC	3,171.13
2/26/2016	3/29/2016	4/6/2016	4/8/2016	42	DAVCO ELECTRICAL CONTRACTORS	POLES & LIGHTING FIXTURES	96,190.00
3/8/2016	3/24/2016	4/6/2016	4/8/2016	31	DELL MARKETING, L.P.	MICRO PCS W/WALL MOUNTS	5,863.44
3/29/2016	4/4/2016	4/6/2016	4/8/2016	10	MAE VOLEN SENIOR CENTER	REIMB OF NF GRANT 050 DEC 2015	52,667.11
3/21/2016	3/23/2016	4/6/2016	4/8/2016	18	PARSONS TRANSPORTATION GROUP	CONSULTANT SERVICES	258,859.63
3/15/2016	3/22/2016	4/6/2016	4/8/2016	24	MERIDIAN MANAGEMENT CORPORATIO	PICK UP SIGNS FOR STRIPPING & SANDING	9,989.18
3/31/2016	3/28/2016	4/11/2016	4/11/2016	11	GULF BUILDING, LLC	WIRE FEES PAY REQ #14 & RETAINAGE	1,044,670.75
3/21/2016	4/7/2016	4/13/2016	4/15/2016	25	CH2M HILL, INC.	WO #4 INV #3	3,004.55
4/4/2016	4/5/2016	4/13/2016	4/15/2016	11	COALITION FOR INDEPENDENT LIVI	REIMB FOR 50% OF EXP THROUGH JARC	10,623.19
3/21/2016	3/31/2016	4/13/2016	4/15/2016	25	JACOBS ENGINEERING GROUP INC.	WO #15 INV #12	3,405.44
3/29/2016	3/30/2016	4/13/2016	4/15/2016	17	KIMLEY HORN AND ASSOCIATES	WO #9 INV #5	38,165.81
3/22/2016	3/30/2016	4/13/2016	4/15/2016	24	PARSONS BRINCKERHOFF, INC.	WO #4 INV #4	92,936.16
3/1/2016	3/31/2016	4/13/2016	4/15/2016	45	S FL REGIONAL PLANNING COUNCIL	CONTRACT #15-012	25,000.00
3/21/2016	3/31/2016	4/13/2016	4/15/2016	25	T.Y. LIN INTERNATIONAL	CONTRACT #14-010E (14-018) WO #3 INV #2	10,786.07
3/22/2016	4/7/2016	4/18/2016	4/18/2016	27	BROOKVILLE EQUIPMENT CORP.	MARCH LOCOMOTIVE SERVICE	32,873.15
2/22/2016	4/18/2016	4/20/2016	4/22/2016	60	CDS PLASTICS INC.	VALIDATOR CAP W/LED LIGHT	15,214.80
3/29/2016	4/7/2016	4/20/2016	4/22/2016	24	CH2M HILL, INC.	CONTRACT #10-018B WO #7 INV #27	33,258.92
4/11/2016	4/13/2016	4/20/2016	4/22/2016	11	COALITION FOR INDEPENDENT LIVI	REIMB FOR 50% EXP THROUGH JARC	6,761.84
4/4/2016	4/18/2016	4/20/2016	4/22/2016	18	DELL MARKETING, L.P.	OPTIPLEX7040 MICRO FORM PCS	6,840.68
4/4/2016	4/18/2016	4/20/2016	4/22/2016	18	GOVCONNECTION, INC	TELEPHONE SYSTEM	7,026.00
4/4/2016	4/7/2016	4/25/2016	4/25/2016	21	BROOKVILLE EQUIPMENT CORP.	MARCH LOCOMOTIVE SERVICE	153,740.06
4/19/2016	4/20/2016	4/27/2016	4/29/2016	10	CITY OF WEST PALM BEACH	REIMB UNDER JARC GRANT 072	20,388.36
4/18/2016	4/20/2016	4/27/2016	4/29/2016	11	COALITION FOR INDEPENDENT LIVI	REIMB FOR EXP THROUGH JARC	8,149.05
4/18/2016	4/20/2016	4/27/2016	4/29/2016	11	HDR ENGINEERING INC	CONTRACT #12-008	481,039.29
4/18/2016	4/21/2016	4/27/2016	4/29/2016	11	MAE VOLEN SENIOR CENTER	REIMB OF NF GRANT 050/JAN 2016	44,935.29
4/18/2016	4/13/2016	4/27/2016	4/29/2016	11	PARSONS BRINCKERHOFF, INC.	WO #6 INV #2	5,380.04
4/21/2016	4/22/2016	4/27/2016	4/29/2016	8	TERSUS ENVIRONMENTAL	ORDER #Q15-1780	49,041.09
4/13/2016	4/15/2016	4/27/2016	4/29/2016	16	HDR ENGINEERING INC	CONTRACT #12-008	108,514.42
				29	TOTAL CAPITAL EXPENDITURES		2,648,883.81
				66	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES		5,312,471.12

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: MAY 27, 2016
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
APRIL 1, 2016 TO APRIL 30, 2016**

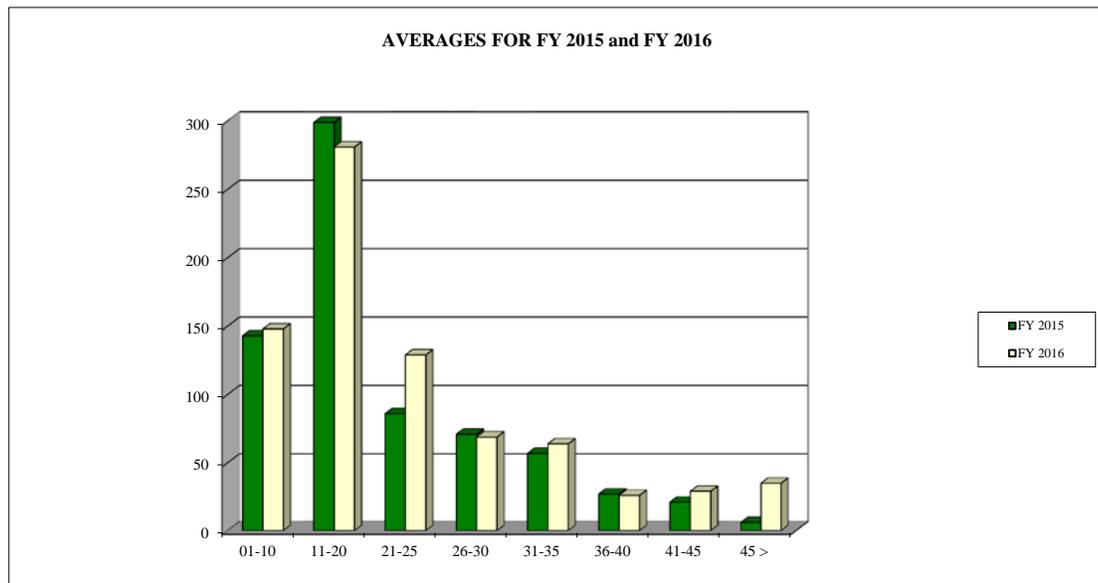
INVOICE CYCLE	NO. CHECKS	PERCENT OF TOTAL	ACCUM %
0-10 days	13	19.7%	19.7%
11-20 days	29	43.9%	63.6%
21-25 days	15	22.7%	86.4%
26-30 days	3	4.5%	90.9%
31-35 days	3	4.5%	95.5%
36-40 days	0	0.0%	95.5%
41-45 days	2	2.8%	98.3%
Over 45 days	1	1.7%	100.0%
TOTAL CHECKS	66	100.0%	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PAYMENT CYCLE REPORT - APRIL 2016**

AGENDA ITEM NO. F

FOR INVOICES \$2,500 AND OVER

MONTHLY AVERAGE APRIL 1, 2015 TO APRIL 30, 2015		MONTHLY AVERAGE APRIL 1, 2016 TO APRIL 30 2016	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	20.1%	0 -10 Days	19.0%
11-20 Days	42.1%	11-20 Days	42.1%
21-25 Days	12.1%	21-25 Days	12.1%
26-30 Days	10.0%	26-30 Days	10.0%
31-35 Days	8.0%	31-35 Days	8.0%
36-40 Days	3.8%	36-40 Days	3.8%
41-45 Days	3.0%	41-45 Days	2.7%
Over 45 Days	0.8%	Over 45 Days	0.8%

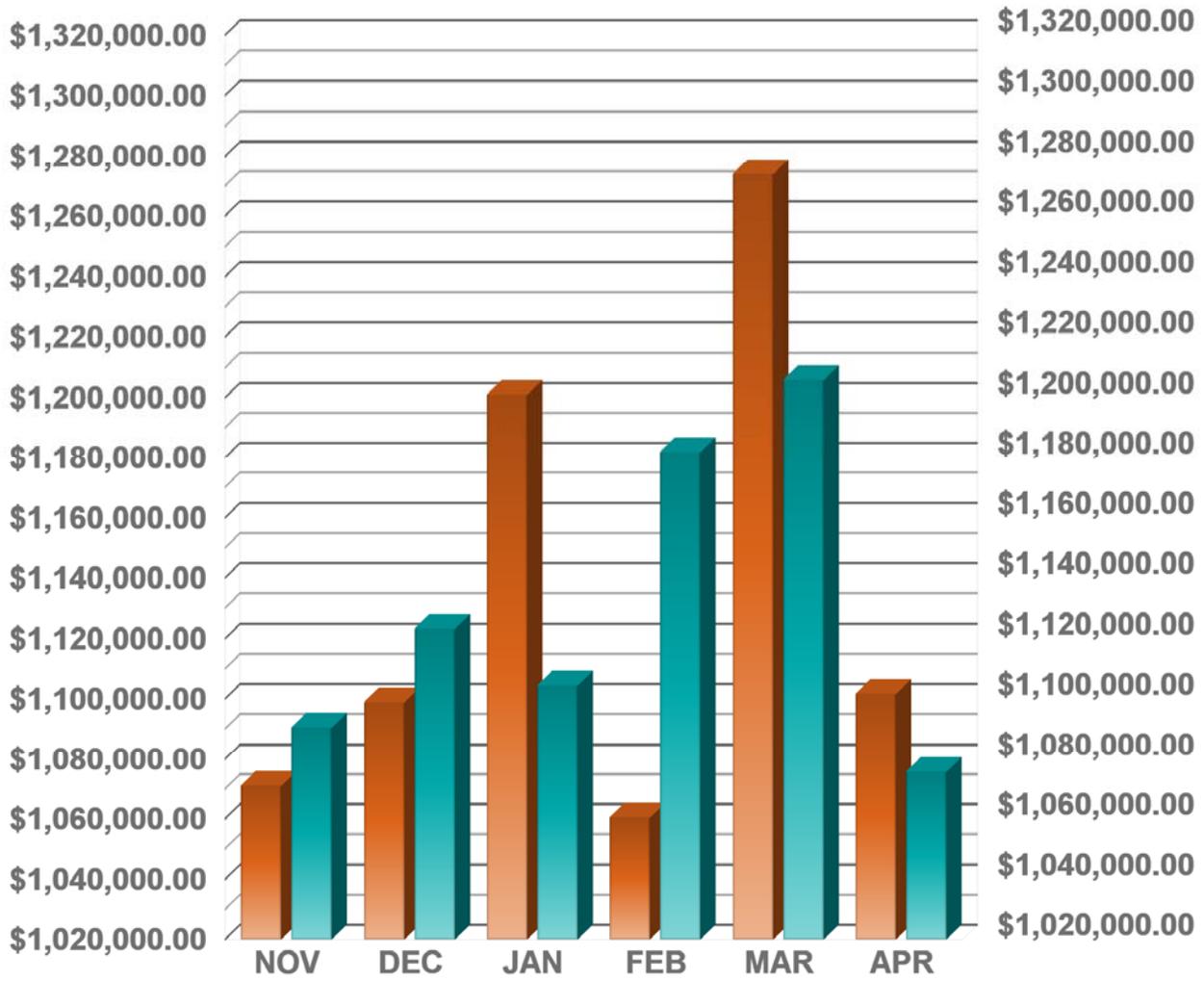


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT - APRIL 2016**

REVENUE - APRIL 2016

	APRIL 2015	APRIL 2016	VARIANCE	%
Weekday Sales	914,315	862,344	-51,971	-6
Weekend Sales	157,557	190,076	32,519	17
Other Income	29,907	23,305	-6,602	-28
Total Revenue	1,101,780	1,075,726	-26,053	-2

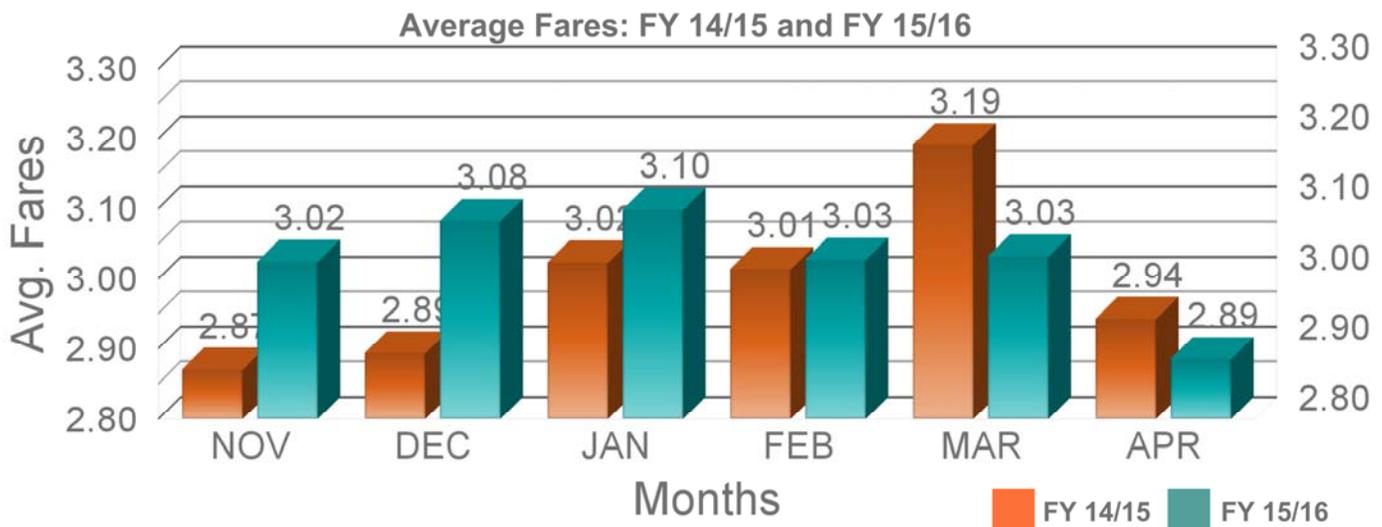
**Revenue Monthly Trends
FY 14/15 and FY 15/16**



■ FY 14/15 ■ FY 15/16

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT - APRIL 2016

Sales by Ticket Type	APRIL 2015	APRIL 2016	Percent Change
Palm Beach Schools	30,750.00	30,000.00	-2.00%
Employer Disc. Program	133,176.00	109,767.00	-18.00%
Pre-Paid	3,580.00	4,150.00	16.00%
Group Tour Sales	480.63	585.76	22.00%
Station Sales:			
One-Way	425,666.00	443,248.00	4.00%
Roundtrip	222,952.95	224,353.15	1.00%
12 Trips FF	37,958.75	36,422.70	-4.00%
Monthly	65,600.00	57,300.00	-13.00%
Monthly Reg. Pass	18,400.00	15,500.00	-16.00%
One-Way Discount	5,444.80	3,942.15	-28.00%
Roundtrip Discount	7,191.85	5,896.65	-18.00%
Monthly Discount	28,250.00	23,100.00	-18.00%
Monthly Disc. Reg. Pass	8,900.00	6,550.00	-26.00%
Stored Value	74,437.55	83,031.40	12.00%
Card Deposits	9,084.00	8,574.00	-6.00%
Total Station Sales	903,885.90	907,918.05	0.00%
Total Sales	1,071,872.53	1,052,420.81	-2.00%
Average Fare	2.94	2.89	-2.00%

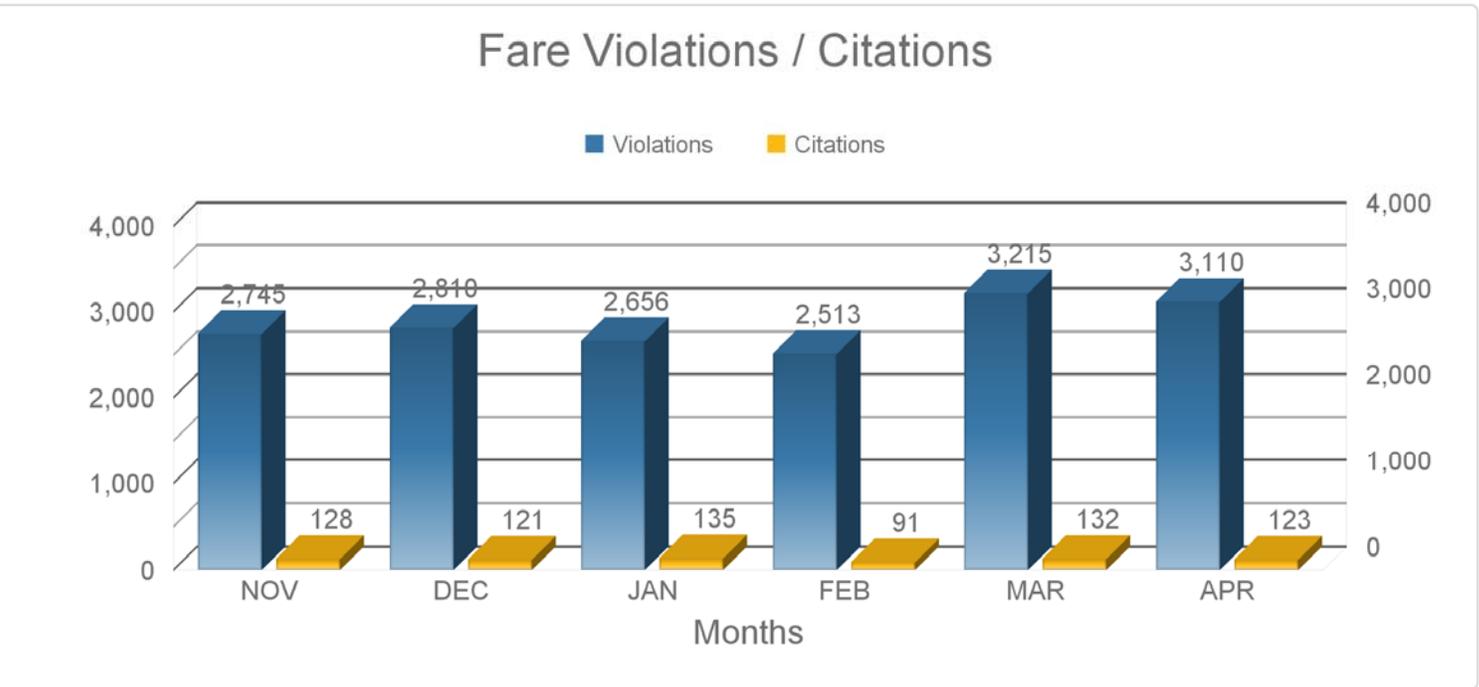


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT**

NOVEMBER 2015 THROUGH APRIL 2016

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% Riders Inspected
NOVEMBER 2015	409,912	2,745	128	2,614	118
DECEMBER 2015	405,007	2,810	121	2,689	114
JANUARY 2016	422,770	2,656	135	2,521	121
FEBRUARY 2016	408,948	2,513	91	2,421	115
MARCH 2016	451,990	3,215	132	3,082	118
APRIL 2016	433,762	3,110	123	2,987	119

AVERAGE	422,065	2,842	122	2,719	117
FARE EVASION %	0.67	FINES			16,262.98





Solicitation Status Report April 2016

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
15-010	RFP	"The Wave Modern Streetcar Vehicles"	5/29/15	6/2/15	6/11/15	Suspended TBD	TBD



**Contract Actions Executed
Under The Executive Director's Authority
For The Month of April 2016**

AGENDA ITEM NO: I

Contract/ Purchase Order No.	Contract /Project Description	Contract Action	Amount \$
15-014 (E)	CONTRACTOR: T.Y LIN INTERNATIONAL DESCRIPTION: To Assist The SFRTA In Performing General Engineering Tasks, Which Require A Quick Response And Short Turn-Around Time.	Work Order	\$25,000.00
14-010 (D)	CONTRACTOR: PARSON BRINCKERHOFF, INC. DESCRIPTION: To Assist The SFRTA In Performing General Planning Tasks, Which Require A Quick Response And Short Turn-Around Time.	Work Order	\$25,000.00
16-000314	CONTRACTOR: ALARM MONITERING INC, PRO TECTION ONE DESCRIPTION: Misc Services For Access Control, Camera Installation, Upgrade, Maintenance And Repairs On All SFRTA Controlled Properties.	Purchase Order	\$17,500.00
16-000316	CONTRACTOR: PARAGON-MAGNADATA, INC. DESCRIPTION: Thermal Paper Ticket Stock.	Purchase Order	\$10,134.00



**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of April 2016**

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, 2016	N/A	N/A



***MONTHLY CRIME ANALYSIS SUMMARY
AND FARE EVASION REPORT***

APRIL 2016

PRESENTED BY



ANTHONY STRIANESE
PROJECT MANAGER



**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
MONTHLY CRIME ANALYSIS SUMMARY**

APRIL 2016

During the month of **April 2016**, **3610** incidents were reported to, or by G4S Secure Solutions, USA, Custom Protection Officers®. There was one **(1)** Motor Vehicle Accident involving a G4S Vehicle **(1)** Auto Theft, **(3)** three Auto Burglaries, **(13)** incidents of Criminal Mischief involving vehicles at various SFRTA Stations. There were no **(0)** Arrests for Fare Evasion or Trespass after Warning.

MAJOR INCIDENTS

CRIMINAL MISCHIEF (2) – LAKE WORTH STATION

Case #: 04-16-1296 & Case #: 04-16 -1297

The G4S Officer was conducting a foot patrol of the Lake Worth Parking Facility when he discovered that a person(s) unknown had shattered the passenger window of a Chrysler 300, FL Reg#: 713 NKV. A subsequent search of the Parking facility disclosed unidentified perpetrators had shattered the passenger window of a Ford Escort LX, FL Reg#: 148-LXT. The damage to both vehicles occurred between the interim time(s) of 2330 April 11th and 0440 Tuesday, April 12th 2016. The Palm Beach County Sheriff's Department (PBCSO) responded to the Station and filed a formal report. The PBCSO Case number is: **1606-3036 & 1606-3037**

CRIMINAL MISCHIEF (5) – BOYNTON BEACH STATION

Case #: 04-16-1303, 04-16-1304, 04-16-1305

The G4S Officers, while on foot patrol of the Boynton Beach Station discovered that between the inclusive time(s) of 2320 Monday April 11th and 0400, Tuesday, April 12th 2016, person(s) unknown shattered the passenger window(s) of a blue in color Chevrolet Pick-Up Truck, FL, Reg#; 408 KPU. Now, subsequent inquiry disclosed that two additional vehicles, a 2013 Nissan Rogue SUV, FL Reg#: 330-MRU and silver in color Mercedes E350, FL Reg #: L69-2VK, also sustained damage to their passenger windows. The Boynton Beach Police Department (BBPD) responded and filed a formal report. The BBPD Case numbers are: **2016-20651, 2016-20652 and 2016-20655.**

CRIMINAL MISCHIEF – (2) – BOYNTON BEACH STATION

Case#: 04-16-1444 & 04-16-1445

The G4S Officer was approached by two commuters at the listed and complained that their vehicles had been forcibly entered. Subsequent inquiry disclosed that between the inclusive times of 2320, Monday, April 11th 2016 and 0400, Tuesday April 12th 2016, person(s) unknown shattered the front passenger windows of a Gray in color Volkswagen Jetta, FL Reg#: ERS-J63 and a Blue in color Ford Expedition, FL Reg# 586-XZG. The Boynton Beach, FL Police Department (BBPD) responded and filed a formal report. The BBPD Case numbers are **2016-020666 & 2016-020666.**

CRIMINAL MISCHIEF – OPA – LOCKA STATION (2)

Case #: 04-16-405

The G4S Officer, while conducting a foot patrol of the parking facility at the listed location, discovered that a Gray in color Nissan, FL Reg#: EHP-P83 and A white in color Suzuki, FL Reg#: EDW-M22 had sustained damage to passenger windows. The windows had been shattered with an unknown object. This incident

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
MONTHLY CRIME ANALYSIS SUMMARY**

APRIL 2016

MAJOR INCIDENTS - CONTINUED

CRIMINAL MISCHIEF – OPA – LOCKA STATION (2)

Case #: 04-16-405

occurred between the inclusive time(s) of 2230, Monday, April 11th 2016, and 0600, Tuesday, April 12th 2016. Opa-Locka, FL Police Department responded to the scene; however, no formal report was filed due to the owners not being present to make an appraisal of their loss.

AUTO THEFT – (RECOVERED) – WEST PALM BEACH STATION

Case #: 04-16-3374

A commuter reported that between the inclusive time(s) of 0400 - 1707, Thursday, April 28th 2016, person(s) unknown stole his grey in color Ford F-250 Pick-up truck, which was parked and unattended in the west parking facility. The West Palm Beach, FL, Police Department (WPBPD) responded to the station and a formal report was filed. The vehicle was later recovered in the satellite parking facility of the Lake Worth Station. The WPBPD Case number is **2016-7790**.

BURGLARY – VEHICLE – MANGONIA PARK STATION

Case #: 04-16-1526

This incident occurred between the approximate time(s) of 0956 – 1438, Wednesday, April 13th 2016. The G4S Officer observed that a black in color Chevrolet Camaro, FL Reg #: Y92-FLI had sustained damage to the driver's side window. The G4S Officer met with a Palm Beach County Sheriff's Deputy, (PBCSO) who advised that a formal report had been completed. Contact was made with the registered owner who advised that a LG black in color computer tablet, value undetermined had been stolen. The PBCSO Case number is **2016-063640**.

BURGLARY – VEHICLE – FORT LAUERDALE STATION

Case 04-16-2213

This incident occurred between the approximate times(s) of 2200-2335, Monday, April 18th 2016, person(s) unknown shattered the driver's side window of Toyota Yaris, Florida Reg#: 462-MRD. An examination by the G4S Officer disclosed that the interior of the vehicle had been ransacked. For reason(s) undetermined the police authorities were not notified.

BURGLARY – AUTO HOLLYWOOD STATION

Case #: 04-16-2829

This incident occurred at approximately 0220, Sunday, April 24th 2016. The G4S Supervisor, while performing a foot patrol of the listed station observed a male subject ransacking the interior of a white in color BMW X6, FL Reg: AFX-L033. The G4S Supervisor detained the subject and notified the Hollywood, FL, Police Department. Now, the HFPD Officer responded to the scene; however, after the victim could not be located, the subject was issued at Trespass Warning and escorted from the property. The HFPD Case number is **33-1604-73599**.

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
MONTHLY CRIME ANALYSIS SUMMARY**

APRIL 2016

be located, the subject was issued at Trespass Warning and escorted from the property. The HFPD Case number is **33-1604-73599**.

MAJOR INCIDENTS – CONTINUED

ASSAULT – MIAMI AIRPORT STATION

Case #: 04-16-549

This incident occurred at approximately 2042, Tuesday, April 5th 2016. The G4S Officer observed a female subject staggering and fell to the platform of the listed station. In view of her condition, the G4S Officer approached to offer assistance, at which time the subject became combative and attempted to strike him with an object, later identified as a curling iron. The subject was physically restrained and the Miami-Dade FL, Fire Rescue, (MDCF/.R) in addition to the Miami-Dade, FL Police Department (MDCPD) were notified. Now, upon arrival of Police and Fire / Rescue, the female subject continued her combative behavior, at which time, she was taken into custody under the provisions of the Florida State Statutes, Chapter 397, the Marchman Act. The MDCF/R Alarm number is **6076178**. The MDCPD Case number is **160405128977**.

SEXUAL OFFENSE – (INDECENT EXPOSURE) – P604 NORTHBOUND TRAIN

Case # 04-16-3545

This incident occurred at approximately 0700, Friday, April 29th 2016. A female student related that while onboard the listed train, an unidentified African-American male engaged her in a conversation. Now, when the victim's attention was diverted, he tapped her on the shoulder and when she looked, she observed that his sexual organ was exposed. The victim did not report the matter to onboard Security, but rather, to school officials. The Palm Beach County Sheriff's Office (PBCSO) was notified and a formal report of the incident was completed. The video obtained was inclusive as to whether or not the subject exposed himself. The PBCSO Case number is **2016-070276**.

DISTURBANCE – LAKE WORTH STATION

Case #: 04-16-2455

This incident occurred at approximately 1710, Wednesday, April 20th 2015. The G4S Officer observed an African-American female walking topless on the west platform of the listed station. The subject claimed that an unidentified person stole her shirt. The subject did not make any effort to conceal her exposed breasts. The Palm Beach County (PBCSO) was advised and responded to the station. The subject was transported to a medical facility by Lake Worth Fire / Rescue for evaluation. The PBCSO Case number is **2016-00358304**.

STUDENT INCIDENT – (UNWARRANTED TOUCHING)

Case #: 04-16-3517

This incident occurred at approximately 1542, Friday, April 29th 2016. A female student stated that an unidentified Caucasian male attempted to engage her, along with two other female students, in a conversation. The subject then withdrew a doll from his person and placed it against the facial area of one of the female students. The subject was identified by G4S Officers and removed from the train at the Delray Beach Station. The Delray Beach, FL, Police Department (DBPD) was notified and upon responding the station, the subject was issued a Trespass Warning. The DBPD Case number is **2016-6684**.

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
MONTHLY CRIME ANALYSIS SUMMARY**

APRIL 2016

MAJOR INCIDENTS – CONTINUED

THEFT – P627

Case #: 04-16-3346

This incident occurred at approximately 1443, Thursday, April 28th 2016. A commuter complained to onboard security that a subject had stolen her luggage which contained her employee manual, articles of clothing and toiletries. A clothing and physical description provided by witnesses alerted the G4S Officer to a subject who had been issued a written warning for no physical ticket on this same train. The subject exited the train at the Opa-Locka Station and the G4S Officer assigned was alerted. A search for the subject met with unproductive results. The Opa-Locka, FL Police Department (OPD) responded and a formal report was completed. The G4S Officer assigned to the P627 southbound train was able to obtain a photograph of the subject via his social media affiliation. The OPD Case number is **2016-0428014**.

OUTSTANDING JOB PERFORMANCES

All Custom Protection Officers, Supervisors and members of the PSCC are commended for their hard work and attention to detail while providing security services for various special events to include the recent Ultra Music fest, Tri-Rail Ride and Play and Sun-fest.

Custom Protection Officer Stern is recognized for a job well done. While on security patrol CPO Stern discovered a vehicle that had accidentally been left running by a Tri-Rail commuter. CPO Stern secured the vehicle and left the owner a note with instructions to call the G4S National Communications Center in Jupiter Florida to coordinate the return of the vehicle keys. The vehicle owner was most appreciative.

Night Shift Lieutenant R. Reid is commended for his diligence in patrol and tactics. While patrolling the Hollywood lot on 4/24/2016, at approximately 0230 hours he discovered a male subject breaking into a vehicle. The subject was detained and secured by Lt. Reid and ultimately turned over to responding law enforcement.

MONTHLY FARE EVASION REPORT

MONTH: April-2016

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
4/1/2016	14,813	17,286	117	9	108	0	117%	0.68%	8%	92%	0%
4/2/2016	6,637	7,652	44	3	41	0	115%	0.58%	7%	93%	0%
4/3/2016	5,397	6,842	53	2	51	0	127%	0.77%	4%	96%	0%
4/4/2016	14,382	16,655	114	3	111	0	116%	0.68%	3%	97%	0%
4/5/2016	14,674	17,197	132	8	124	0	117%	0.77%	6%	94%	0%
4/6/2016	14,475	17,741	121	4	117	0	123%	0.69%	3%	97%	0%
4/7/2016	14,751	18,127	138	11	127	0	123%	0.76%	8%	92%	0%
4/8/2016	15,013	16,993	153	2	151	0	113%	0.90%	1%	99%	0%
4/9/2016	6,522	7,497	54	3	51	0	115%	0.72%	6%	94%	0%
4/10/2016	5,940	7,060	42	0	42	0	119%	0.59%	0%	100%	0%
4/11/2016	14,367	19,281	117	3	114	0	134%	0.61%	3%	97%	0%
4/12/2016	15,075	18,777	163	6	157	0	125%	0.87%	4%	96%	0%
4/13/2016	14,635	18,485	126	7	119	0	126%	0.68%	6%	94%	0%
4/14/2016	14,522	20,465	140	5	135	0	141%	0.68%	4%	96%	0%
4/15/2016	14,309	16,614	146	5	141	0	116%	0.88%	3%	97%	0%
4/16/2016	6,535	7,650	43	1	42	0	117%	0.56%	2%	98%	0%
4/17/2016	5,737	5,098	55	1	54	0	89%	1.08%	2%	98%	0%
4/18/2016	14,551	15,888	152	8	144	0	109%	0.96%	5%	95%	0%
4/19/2016	14,751	18,127	131	4	127	0	123%	0.68%	3%	97%	0%
4/20/2016	14,989	16,880	151	5	146	0	113%	0.89%	3%	97%	0%
4/21/2016	14,943	20,311	94	1	93	0	136%	0.46%	1%	99%	0%
4/22/2016	14,722	17,290	101	2	99	0	117%	0.58%	2%	98%	0%
4/23/2016	7,794	8,462	35	0	35	0	109%	0.41%	0%	100%	0%
4/24/2016	5,552	6,003	48	1	47	0	108%	0.80%	2%	98%	0%
4/25/2016	14,315	17,368	107	3	104	0	121%	0.62%	3%	97%	0%
4/26/2016	14,706	17,601	143	10	133	0	120%	0.81%	7%	93%	0%
4/27/2016	14,265	16,680	97	9	88	0	117%	0.58%	9%	91%	0%
4/28/2016	14,538	16,263	127	3	124	0	112%	0.77%	2%	98%	0%
4/29/2016	14,589	15,828	111	3	108	0	108%	0.70%	3%	97%	0%
4/30/2016	7,216	7,641	55	1	54	0	106%	0.72%	2%	98%	0%
Totals	364,715	433,762	3,110	123	2987	0	119%	0.72%	4%	96%	0%

Weekly/Monthly Fare Inspection Report

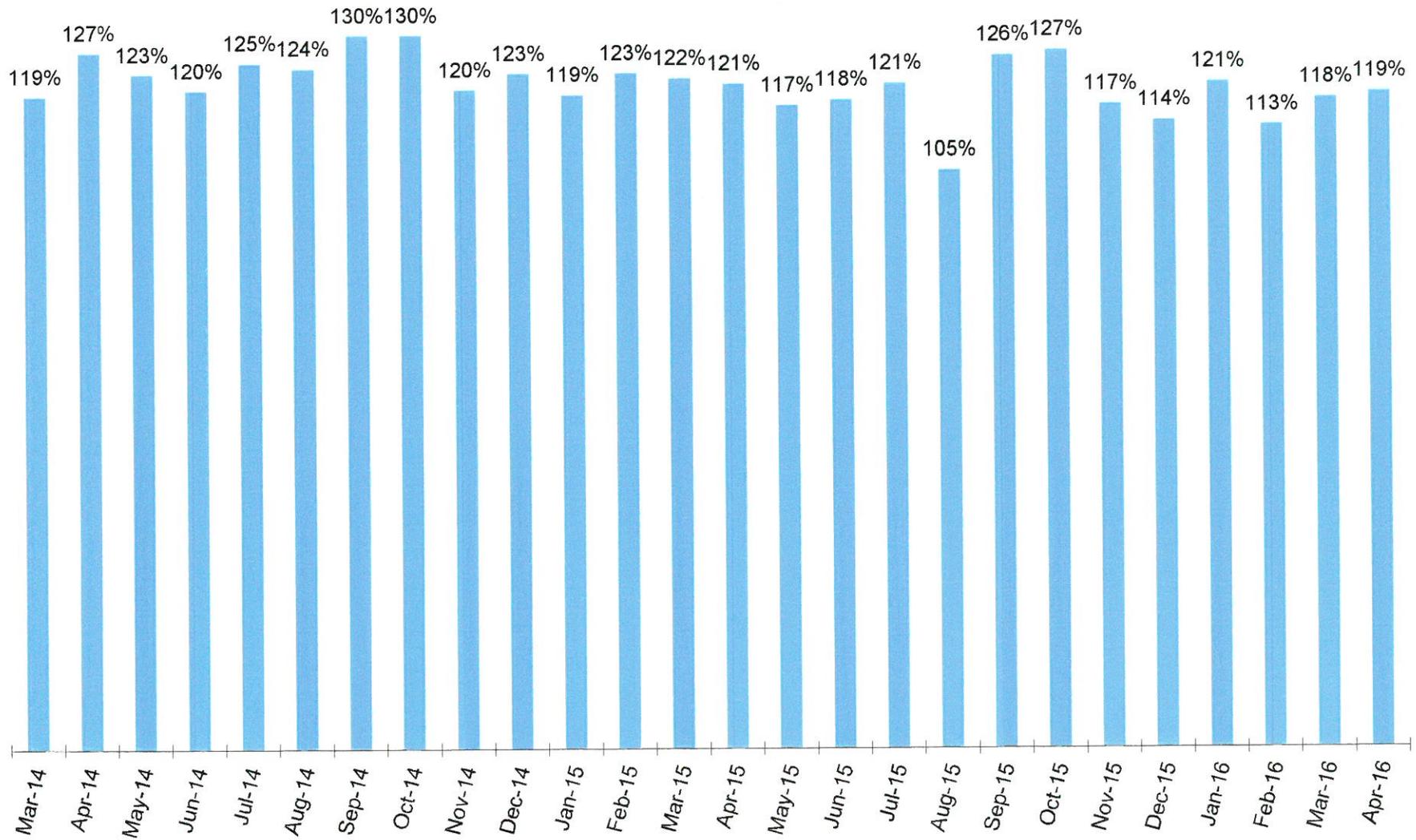
DAY	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
APRIL 1-3, 2016	26,847	31,780	214	14	200	0	118%	0.67%	7%	93%	0%
APRIL 4-10, 2016	85,757	101,270	754	31	723	0	118%	0.74%	4%	96%	0%
APRIL 11-17, 2016	85,180	106,370	790	28	762	0	125%	0.74%	4%	96%	0%
APRIL 18-24, 2016	87,302	102,961	712	21	691	0	118%	0.69%	3%	97%	0%
APRIL 25-30, 2016	79,629	91,381	640	29	611	0	115%	0.70%	5%	95%	0%
	364,715	433,762	3,110	123	2,987	0	119%	0.72%	4%	96%	0%



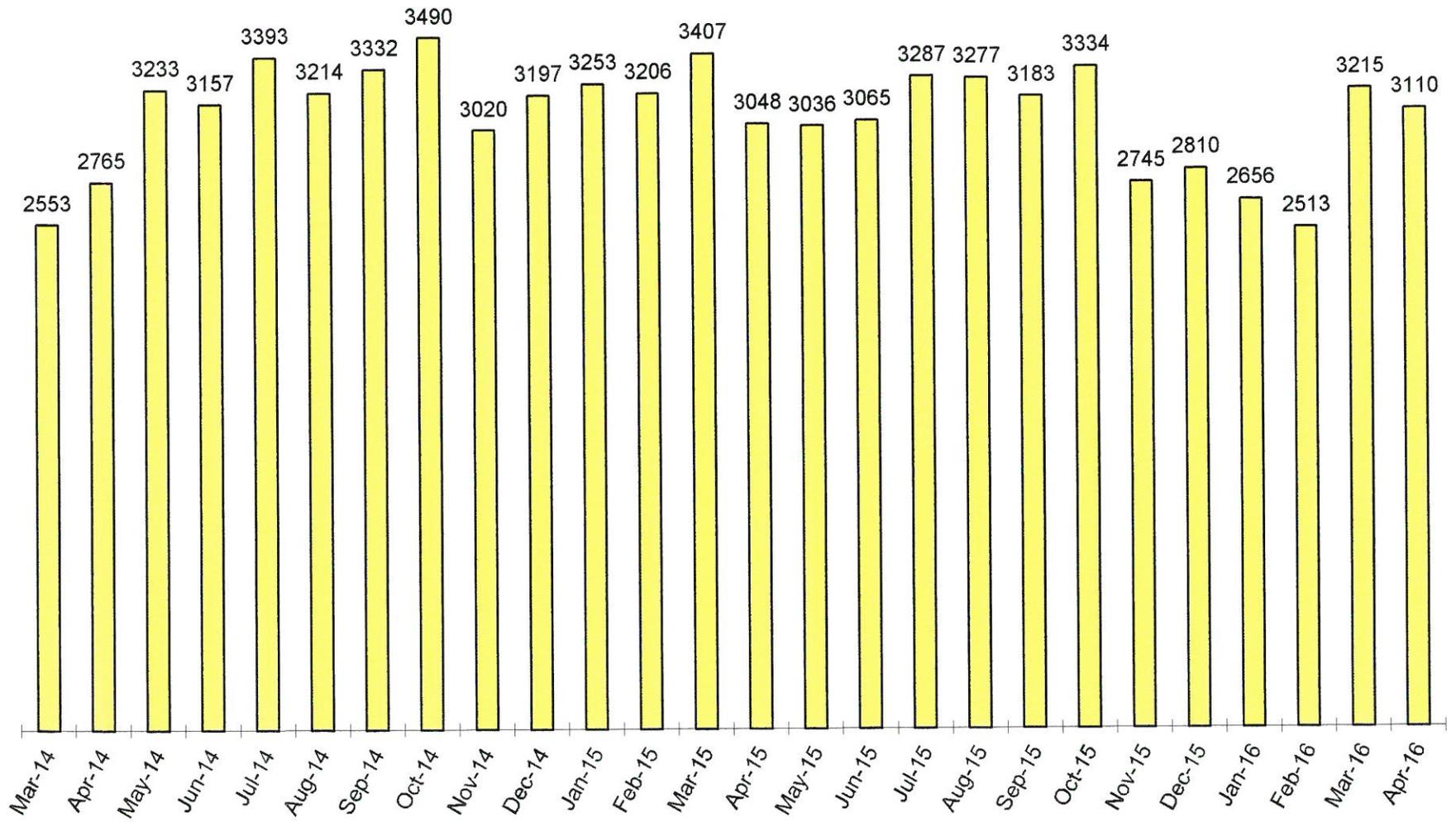
FARE EVASION REPORT MONTHLY COMPARISON

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%	95%	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%
May-15	346,946	406,144	3036	117	2915	4	117%	0.75%	4%	96%	0%
June-15	331,611	391,193	3065	132	2929	4	118%	0.78%	4%	96%	0%
July-15	327,979	396,732	3287	152	3129	6	121%	0.83%	5%	95%	0%
August-15	392,505	413,006	3277	141	3126	10	105%	0.79%	4%	95%	0%
September-15	350,884	442,374	3183	192	2984	7	126%	0.72%	6%	94%	0%
October-15	379,852	481,658	3334	181	3148	5	127%	0.69%	5%	94%	0%
November-15	349,408	409,912	2745	128	2614	3	117%	0.67%	5%	95%	0%
December-15	356,416	405,007	2810	121	2689	0	114%	0.69%	4%	96%	0%
January-16	348,709	422,770	2656	135	2521	0	121%	0.63%	5%	95%	0%
February-16	360,477	408,948	2513	91	2421	1	113%	0.61%	4%	96%	0%
March-16	383,168	451,990	3215	132	3082	1	118%	0.71%	4%	96%	0%
April-16	364,715	433,762	3110	123	2987	0	119%	0.72%	4%	96%	0%
Totals	60,536,587	65,083,137	403,022	35,919	366,185	1,020	108%	0.62%	9%	91%	0%

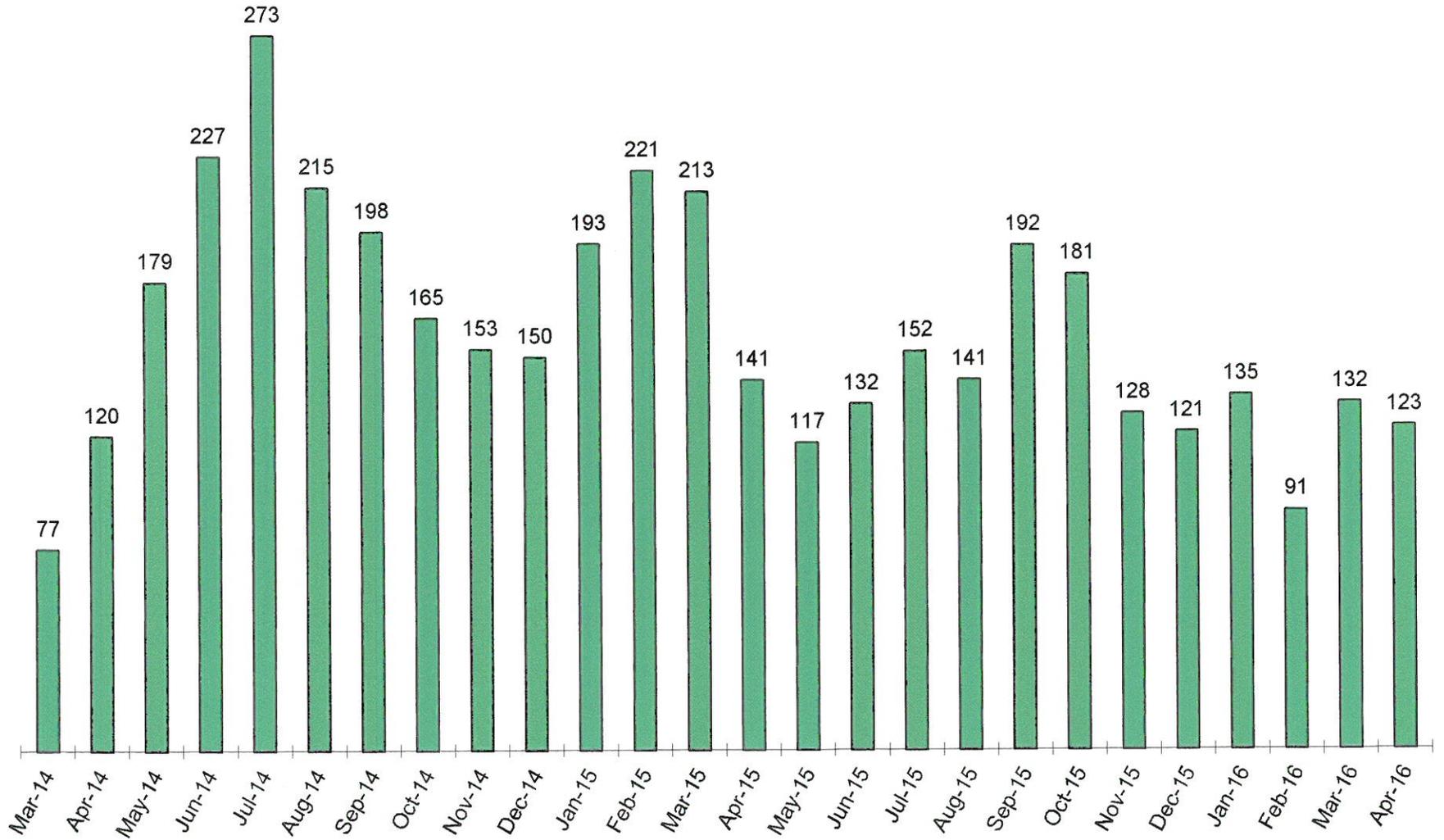
PERCENTAGE OF RIDERS INSPECTED



FARE EVASION VIOLATIONS



CITATIONS ISSUED



CLASSIFICATIONS BREAKDOWN
 APRIL 2016

CLASSIFICATION	
ABANDONED VEHICLE	2
ALARMS	
ALARMS-TVM	
ALCOHOLIC BEVERAGE	
ALTERED TICKET/COUNTERFEIT	
ARSON	
ASSAULT AGGRAVATED TRANSIT AGENT / CPO	
ASSAULT-AGGRAVATED	
ASSAULT TRANSIT AGENT / CPO	
ASSAULT	1
ASSIST PASSENGER	1
ASSIST OTHER AGENCY	
ATTEMPTED SUICIDE	
AUTO THEFT	1
AUTO THEFT - ATTEMPT	
AUTO THEFT - RECOVERY	
BATTERY - AGGRAVATED TRANSIT AGENT / CPO	
BATTERY - AGGRAVATED	
BATTERY TRANSIT AGENT / CPO	
BATTERY	
BIKE LOCKER/OTHER	3
BICYCLE VIOLATIONS	
BIOLOGICAL RELEASE	
BOMBING	
BOMB THREAT	
BRUSH FIRE	
BURGLARY-ATTEMPT	
BURGLARY	
BURGLARY-AUTO	4
BURGLARY-ATTEMPT AUTO	
CAMERA MONITORING CENTER	
CHEMICAL RELEASE	
CIVIL DISTURBANCE	
CREDIT CARD FRAUD	
CRIMINAL MISCHIEF	26
CROSSING W/ GATE DOWN	
CYBER INCIDENT	
DAMAGED PROPERTY	3
DEBRIS ON TRACK	
DISORDERLY CONDUCT	11
DISTURBANCE	2
DOMESTIC VIOLENCE	
DRUG OFFENSE	
EMS BOARD MALFUNCTION	4
ELEVATOR MALFUNCTION	16
ELEVATOR PHONE MALFUNCTION	3

CLASSIFICATIONS BREAKDOWN

APRIL 2016

CLASSIFICATION			
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ESCALATOR MALFUNCTION				8
FALSE IDENTIFICATION				
FARE EVASION				3110

	CITATION	WARNED	ARREST
12 TRIP NO TAP	5	46	0
ZONE OVERRIDE EASY CARD	0	0	0
INSUFFICIENT FUNDS	11	146	0
NO BUS/METRORAIL TRANSFER	2	72	0
NO PHYSICAL TICKET	84	2328	0
NO SFRTA TRANSFER TICKET	0	31	0
NO TAP EASY CARD	12	182	0
OUTDATED PAPER TICKET	1	46	0
ZONE OVERRIDE PAPER TICKET	8	136	0
TOTAL	123	2987	0

FIRE				
GRADE CROSSING PROBLEM				11
HIJACKING				
ILLNESS				10
INJURY				5
INJURY-CPO				1
INFORMATION / MISCELLANEOUS				44
INTERFERING W/ TRAIN				
INTOXICATED PERSON				
INVESTIGATION				
KIOSK PROBLEM				
LOST/FOUND PROPERTY				143
LOUD MUSIC				
LUGGAGE				
MISSING PERSON				1
MISSING PERSON-LOCATED				
MOTOR VEHICLE ACCIDENT				1
PARKING PROBLEM				33
PARKING LOT ACCIDENTS				
PARKING LOT VIOLATIONS				
PAYPHONE MALFUNCTION				
PULLED EMERGENCY STOP				
RECOVERED STOLEN PROPERTY				
RIDING ON OUTSIDE OF TRAIN				
ROBBERY				
ROBBERY- SUDDEN SNATCHING				
ROBBERY STRONG ARMED				
SABOTAGE				
SAFETY HAZARD				9
SEXUAL BATTERY				
SEX OFFENSE (OTHER)				2

CLASSIFICATIONS BREAKDOWN
APRIL 2016

CLASSIFICATION	
SIGN PROBLEM	
SLIP AND FALL	5
SMOKING ON TRAIN	
SOLICITATION	1
STUDENT INCIDENT	1
BAK MIDDLE SCHOOL	1
DREYFOOS HIGH SCHOOL	
G STAR	
LAKE WORTH	
ROOSEVELT MIDDLE SCHOOL	
BOYNTON BEACH	
OTHER	
SURFBOARDS ON TRAIN	
SUSPICIOUS INCIDENT	9
SUSPICIOUS PERSON	3
SUSPICIOUS VEHICLE	1
SUICIDE / ATTEMPT	
TELEPHONIC THREAT	
THEFT	2
THEFT-ATTEMPTED	
THROWING OBJECT AT TRAIN	1
TOWED VEHICLE	1
TRAIN VS ANIMAL	
TRAIN VS BICYCLE	
TRESPASSER STRIKE	
TRAIN VS FIXED OBJECT	
TRAIN VS VEHICLE	
TRESPASS	28
TVM GATE MALFUNCTION	1
TVM MALFUNCTION	100
UNAUTHORIZED ANIMAL	
SAV VALIDATOR MALFUNCTION	1
VEHICLE ON TRACK	1
WEAPON-COMPLAINT	
WEAPON-CONCEALED	
SPECIAL ASSIGNMENT:	
TOTAL INCIDENTS 3610	

ANNUAL CRIME ANALYSIS 2015

CLASSIFICATION	NOV	DEC	JAN	FEB	MAR	APRIL
ABANDONED VEHICLE		1		1		2
ALARMS	2	1		4		
ALCOHOLIC BEVERAGE/TRAIN						
ALTERED TICKET/COUNTERFEIT						
ARSON						
ASSAULT-AGGRAVATED -CPO						
ASSAULT-AGGRAVATED						
ASSAULT TRANSIT AGENT / CPO						
ASSAULT					1	1
ASSIST PASSENGER	3	2	1	2	2	1
ASSIST OTHER AGENCY	2	5			1	
ATTEMPTED SUICIDE						
AUTO THEFT						1
AUTO THEFT - ATTEMPT					1	
AUTO THEFT - RECOVERY						
BATTERY - AGGRAVATED C.P.O.						
BATTERY - AGGRAVATED			1			
BATTERY - TRANSIT AGENT-CPO			1		1	
BATTERY		1	1	2	1	
BIKE LOCKER/OTHER	4	1	1	4	5	3
BICYCLE VIOLATIONS		1				
BOMBING						
BOMB THREAT		1		1		
BURGLARY				1		
BURGLARY ATTEMPT					1	
BURGLARY-STRUCTURE						
BURGLARY-AUTO		14	1	1	2	4
BURGLARY-ATTEMPT AUTO						
CAMERA MONITORING CENTER						
CHEMICAL RELEASE						
CIVIL DISTURBANCE						
COUNTERFEIT/ALTERED TICKET						
CREDIT CARD FRAUD						
CRIMINAL MISCHIEF	9	9	6	13	26	26
CROSSING W/ GATE DOWN						
CYBER INCIDENT						
DAMAGED PROPERTY	3	3	1	5	1	3
DEBRIS ON TRACK			1	3	2	
DISORDERLY CONDUCT	4	9	4	7	7	11
DISTURBANCE	3	10	7	3	5	2
DRUG OFFENSE						
DOMESTIC VIOLENCE	1			1		
EMS BOARD MALFUNCTION	6	3		3	1	4
ELEVATOR MALFUNCTION	28	13	12	16	10	16
ESCALATOR MALFUNCTION	19	9	13	9	7	8
ELEVATOR PHONE MALFUNCTION			1	1	2	3
FARE EVASION- CITATIONS	128	121	136	91	132	123
FARE EVASION-WARNINGS	2614	2689	2520	2421	3082	2987
FARE EVASION-ARREST	3	0		1	1	
FALSE IDENTIFICATION						
FIRE			2	1	1	
GRADE CROSSING PROBLEM	2	4	1	6	3	11
SUB-TOTAL	2831	2897	2710	2597	3295	3206

ANNUAL CRIME ANALYSIS 2015

CLASSIFICATION	NOV	DEC	JAN	FEB	MAR	APRIL
ILLNESS	5	11	4	16	14	10
INJURY	1	3		1	1	5
INJURY-CPO						1
MISCELLANEOUS/INFORMATION	36	36	26	27	40	44
INTERFERING W/ TRAIN				1	1	
INTOXICATED PERSON						
INVESTIGATION						
KIOSK PROBLEM						
LUGGAGE						
LOST/FOUND PROPERTY	132	118	118	104	143	143
LOUD MUSIC						
MISSING PERSON	1	2	1	1	1	1
MISSING PERSON-LOCATED						
MOTOR VEHICLE ACCIDENT	2	2	2	1	1	1
PARKING PROBLEM	22	30	27	27	31	33
PARKING LOT ACCIDENTS						
PARKING LOT VIOLATIONS						
PAYPHONE MALFUNCTION						
PULLED EMERGENCY STOP			1		2	
RECOVERED STOLEN PROPERTY						
RIDING ON OUTSIDE OF TRAIN						
ROBBERY						
ROBBERY SUDDEN SNATCHING						
ROBBERY STRONG ARMED						
SAFETY HAZARD	22	16	32	23	23	9
SEXUAL BATTERY						
SEX OFFENSE (OTHER)						2
SIGN PROBLEM						
SLIP AND FALL	3	4	4		5	5
SMOKING ON TRAIN		1				
SOLICITATION	3		1	1		1
STUDENT INCIDENT			9	7		1
SURFBOARDS ON TRAIN						
SUSPICIOUS INCIDENT	9	5	4	8	7	9
SUSPICIOUS PERSON	6	5	5	2	5	3
SUSPICIOUS VEHICLE	1	7	5	3	4	1
SUICIDE / ATTEMPT				1		
THEFT	2	3	3	6	9	2
THEFT-ATTEMPTED				2	1	
THROWING OBJECT AT TRAIN	3	1	1	1	2	1
TOWED VEHICLES	1	17	4	9	9	1
TRAIN VS ANIMAL						
TRAIN VS BICYCLE						
TRESPASSER STRIKE		1		1	1	
TRAIN VS VEHICLE			3	1	3	
TRAIN VS FIXED OBJECT						
TRESPASS ARREST						
TRESPASS	17	104	63	50	35	28
TVM GATE MALFUNCTION	4	9		1	1	1
TVM MALFUNCTION	96	116	130	105	109	100
SAV VALIDATOR MALFUNCTION	2	6	8	2	1	1
VEHICLE ON TRACKS	1	4	2			1
WEAPON CONCEALED/COMPLAIN						
TOTAL REPORTS	3200	3398	3163	2998	3744	3610

CLASSIFICATIONS BREAKDOWN
APRIL 2016

CLASSIFICATION	
ABANDONED VEHICLE	2
ALARMS	
ALARMS-TVM	
ALCOHOLIC BEVERAGE	
ALTERED TICKET/COUNTERFEIT	
ARSON	
ASSAULT AGGRAVATED TRANSIT AGENT / CPO	
ASSAULT-AGGRAVATED	
ASSAULT TRANSIT AGENT / CPO	
ASSAULT	1
ASSIST PASSENGER	1
ASSIST OTHER AGENCY	
ATTEMPTED SUICIDE	
AUTO THEFT	1
AUTO THEFT - ATTEMPT	
AUTO THEFT - RECOVERY	
BATTERY - AGGRAVATED TRANSIT AGENT / CPO	
BATTERY - AGGRAVATED	
BATTERY TRANSIT AGENT / CPO	
BATTERY	
BIKE LOCKER/OTHER	3
BICYCLE VIOLATIONS	
BIOLOGICAL RELEASE	
BOMBING	
BOMB THREAT	
BRUSH FIRE	
BURGLARY-ATTEMPT	
BURGLARY	
BURGLARY-AUTO	4
BURGLARY-ATTEMPT AUTO	
CAMERA MONITORING CENTER	
CHEMICAL RELEASE	
CIVIL DISTURBANCE	
CREDIT CARD FRAUD	
CRIMINAL MISCHIEF	26
CROSSING W/ GATE DOWN	
CYBER INCIDENT	
DAMAGED PROPERTY	3
DEBRIS ON TRACK	
DISORDERLY CONDUCT	11
DISTURBANCE	2
DOMESTIC VIOLENCE	
DRUG OFFENSE	
EMS BOARD MALFUNCTION	4
ELEVATOR MALFUNCTION	16
ELEVATOR PHONE MALFUNCTION	3

CLASSIFICATIONS BREAKDOWN
APRIL 2016

CLASSIFICATION	
ESCALATOR MALFUNCTION	8
FALSE IDENTIFICATION	
FARE EVASION	3110

	CITATION	WARNED	ARREST
12 TRIP NO TAP	5	46	0
ZONE OVERRIDE EASY CARD	0	0	0
INSUFFICIENT FUNDS	11	146	0
NO BUS/METRORAIL TRANSFER	2	72	0
NO PHYSICAL TICKET	84	2328	0
NO SFRTA TRANSFER TICKET	0	31	0
NO TAP EASY CARD	12	182	0
OUTDATED PAPER TICKET	1	46	0
ZONE OVERRIDE PAPER TICKET	8	136	0
TOTAL	123	2987	0

FIRE	
GRADE CROSSING PROBLEM	11
HIJACKING	
ILLNESS	10
INJURY	5
INJURY-CPO	1
INFORMATION / MISCELLANEOUS	44
INTERFERING W/ TRAIN	
INTOXICATED PERSON	
INVESTIGATION	
KIOSK PROBLEM	
LOST/FOUND PROPERTY	143
LOUD MUSIC	
LUGGAGE	
MISSING PERSON	1
MISSING PERSON-LOCATED	
MOTOR VEHICLE ACCIDENT	1
PARKING PROBLEM	33
PARKING LOT ACCIDENTS	
PARKING LOT VIOLATIONS	
PAYPHONE MALFUNCTION	
PULLED EMERGENCY STOP	
RECOVERED STOLEN PROPERTY	
RIDING ON OUTSIDE OF TRAIN	
ROBBERY	
ROBBERY- SUDDEN SNATCHING	
ROBBERY STRONG ARMED	
SABOTAGE	
SAFETY HAZARD	9
SEXUAL BATTERY	
SEX OFFENSE (OTHER)	2

CLASSIFICATIONS BREAKDOWN
 APRIL 2016

CLASSIFICATION	
SIGN PROBLEM	
SLIP AND FALL	5
SMOKING ON TRAIN	
SOLICITATION	1
STUDENT INCIDENT	1
BAK MIDDLE SCHOOL	1
DREYFOOS HIGH SCHOOL	
G STAR	
LAKE WORTH	
ROOSEVELT MIDDLE SCHOOL	
BOYNTON BEACH	
OTHER	
SURFBOARDS ON TRAIN	
SUSPICIOUS INCIDENT	9
SUSPICIOUS PERSON	3
SUSPICIOUS VEHICLE	1
SUICIDE / ATTEMPT	
TELEPHONIC THREAT	
THEFT	2
THEFT-ATTEMPTED	
THROWING OBJECT AT TRAIN	1
TOWED VEHICLE	1
TRAIN VS ANIMAL	
TRAIN VS BICYCLE	
TRESPASSER STRIKE	
TRAIN VS FIXED OBJECT	
TRAIN VS VEHICLE	
TRESPASS	28
TVM GATE MALFUNCTION	1
TVM MALFUNCTION	100
UNAUTHORIZED ANIMAL	
SAV VALIDATOR MALFUNCTION	1
VEHICLE ON TRACK	1
WEAPON-COMPLAINT	
WEAPON-CONCEALED	
SPECIAL ASSIGNMENT:	
TOTAL INCIDENTS 3610	

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: _____



TITLE: PROJECT MANAGER DATE: May 3, 2016



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Fort Lauderdale FL 33309-2044
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Fax: 954.771.5408
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MEMORANDUM

To: Mr. Anthony Strianese, Project Manager, G4S/SFRTA
From: Richard D. Cannon, Jr. Investigator, ID #276
SUBJECT: MONTHLY ACTIVITY REPORT – APRIL 2016
Date: Tuesday, May 10th 2016

I was assigned the following tasks for the month of: **APRIL 2016:**

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 **123** 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.

As the Investigator: I investigated or conducted inquiries into **(24)** Incidents:

- SFRTA IR #: 12-14-2631 – Trespasser Strike– (Fatality) (Pending P.D. M.E. Reports)
- SFRTA IR #: 04-15-1280 – Train vs. Vehicle – (Pending P.D. Report)
- SFRTA IR #: 04-15-2208 – Trespasser Strike– (Pending M.E. / P.D. Report)
- SFRTA IR #: 04-15-2369 – Trespasser Strike– (Pending M.E. /P.D. Report)

- **SFRTA IR #: 05-15-1056 - Trespasser Strike– (Pending P.D. Report)**
- **SFRTA IR #: 05-15-2182 – Trespasser Strike – (Pending M.E. /P.D. Report)**
- **SFRTA IR #: 06-15-2234 – Trespasser Strike – (Pending M.E. / P.D. Report)**
- **SFRTA IR #: 07-15-1282 – Unattended Death – (Pending M.E. / P.D. Report)**
- **SFRTA IR #: 07-15-3006 – Trespasser Strike– (Pending M.E. / P.D. Report)**
- **SFRTA IR #: 08-15-979 – Trespasser Strike – (Fatality) – Pending M.E. P.D. Report)**
- **SFRTA IR #: 09-15-689 – Train vs. Vehicle – (Pending P.D. Report)**
- **SFRTA IR #: 09-15-2739 – Train vs. Vehicle – (Pending P.D. Report)**
- **SFRTA IR #: 09-15-3182 – Trespasser Strike– (Pending P.D. / M.E. Report)**
- **SFRTA IR #: 09-15- 3502 – Trespasser Strike– (Pending P.D. /M.E. Reports)**
- **SFRTA IR #: 10-15-736 – Trespasser Strike – (Pending P.D. M.E. Reports)**
- **SFRTA IR #: 10-15-2354 – Trespasser Strike – (Pending P.D. M. E. Reports)**
- **SFRTA IR #: 10-15- 2739 – Trespasser Strike – (Pending P.D. M.E. Reports)**
- **SFRTA IR #: 10-15-2797 – Trespasser Strike – (Pending P.D. M.E. Reports)**
- **SFRTA IR #: 02-16-1693 – Train vs. Vehicle – (Pending P.D. Report)**
- **SFRTA IR #: 02-16-2427 – Trespasser Strike – (Pending P.D. Report)**
- **SFRTA IR #: 03-16-1369 – Trespasser Strike – (Pending P.D. / M.E. Report)**
- **SFRTA IR #: 03-16-2412 – Train vs. Vehicle – (Pending P.D. Report)**
- **SFRTA IR #: 03-16-3242 – Train vs. Vehicle – (Pending P.D. Report)**
- **SFRTA IR #: 04-16-352 – Attention to Duty – (Sustained)**

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

**Expiring Contract Report
S FL Regional Transportation Authority**

Expiring Date (4/1/2016) thru (4/1/2017)

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u> Renee Matthews 02-711 BOBBY BECKER	INTEGRATED FINANCIAL MGT SYSTEM SOFTWARE 010137 TYLER WORKS/EDEN DIVISION	12/31/2008 12/31/2016	8 Year Term
Brad Barkman 06-101 BOBBY BECKER	TRANSITION DISP TRAIN CTRL AND YARD SERV 010512 NATIONAL RAILROAD PASSENGER	02/01/2007 03/31/2017	10 Year Term 5 year base term. 5 - 1 year renewal options. All 5 options exercised, no options remain.
Richard Chess 11-007 BRYAN KOHLBERG	BANKING SERVICES 012062 SUNTRUST BANK	10/13/2010 12/31/2016	6 Year Term
Richard Chess 11-013 OSCAR NELSON	LEASE FOR 800 NW 33RD ST - SFRTA ADM HQ 010304 PROLOGIS TRUST	05/01/2011 12/31/2016	5 Year Term



**Contract Actions Executed
Under The General Counsel's Authority
For April 2016**

AGENDA ITEM NO: N

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
4/12/2016	Robert Lee Shapiro, PA Change Order to increase PO 16-000189 by \$5,000.00 bringing the total amount to \$10,000.00 Legal Assistance with Tri-Rail Downtown Miami Link Service review of the Declaration of Covenants Restrictions and Easements Contract # 15-005	Purchase Order 16-000040	10,000.00	N/A