

## Kanefsky Michael

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**From:** JARC-NF  
**Sent:** Friday, October 07, 2011 1:02 PM  
**To:** Kanefsky Michael  
**Subject:** FW: NF Application- ADA Component of the Tri-Rail Pompano Beach Green Station Demonstration Project  
**Attachments:** ADA VCA Agrmt.June 1998.pdf; Detailed Cost Estimate - Pompano.pdf

Supplemental to CD#12

Natalie Yesbeck Pustizzi  
Transportation Planner  
South Florida Regional Transportation Authority  
800 NW 33rd St., Suite 100  
Pompano Beach, FL 33064  
954-788-7957  
954-942-3325 (fax)  
[yesbeckn@sfrta.fl.gov](mailto:yesbeckn@sfrta.fl.gov)  
Website: [www.sfrta.fl.gov](http://www.sfrta.fl.gov) , [www.tri-rail.com](http://www.tri-rail.com)

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**From:** Cargill Loraine  
**Sent:** Tuesday, September 27, 2011 4:10 PM  
**To:** JARC-NF  
**Cc:** Cross William; Westin Lynda; Creed Brandy  
**Subject:** RE: NF Application- ADA Component of the Tri-Rail Pompano Beach Green Station Demonstration Project

Please find below the responses (in bold) to the information you requested:



*Lorraine Cargill*  
Transportation Planning Manager / EEO Officer  
800 NW 33rd Street, Suite 100  
Pompano Beach, FL 33064  
tel: (954) 788-7921  
fax: (954) 942-3325  
E-mail: [cargilll@sfrta.fl.gov](mailto:cargilll@sfrta.fl.gov)

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**From:** JARC-NF  
**Sent:** Friday, September 23, 2011 2:13 PM  
**To:** Cargill Loraine  
**Cc:** Cross William; Westin Lynda; Creed Brandy  
**Subject:** NF Application- ADA Component of the Tri-Rail Pompano Beach Green Station Demonstration Project  
**Importance:** High

Dear Ms. Cargill,

The South Florida Regional Transportation Authority (SFRTA) has received your New Freedom application for the ADA Component of the Tri-Rail Pompano Beach Green Station Demonstration Project. In order to fully evaluate your application, we ask that you please provide the following information:

- Verification that Pompano Beach is not a key station. **Please see the attached 1998 Voluntary Compliance Agreement between SFRTA and the Federal Transit Administration which required SFRTA to bring all Key Stations into ADA Compliance. Attached to this Agreement is a list of all Tri-Rail Key Stations. Please note that the Pompano Beach Station was not identified as a Key Station.**
- Evaluation of the application indicates that the stairwell portion of the project is ineligible. If possible, please provide a justification for the inclusion of the stairwell in this application. **Please note that the Project Description inadvertently made reference to the inclusion of the stairwell, however, the Detailed Cost Estimate that was provided to you does not include the cost for the stairwell portion of this project.**
- Regardless of justification mentioned above, please provide a breakout cost of the stairwell portion. **The cost of the stairwell is approximately \$338,000. However, please note that this amount was not included in the cost estimate provided to you.**
- Provide a detailed cost estimate, including only ADA related costs. Only include earthwork and foundation costs that are related to ADA improvement. **The Detailed Cost Estimate provided to you included only ADA related costs.**
- Please justify 15% of contingency. **Based on SFRTA's experience with these type of construction projects, the SFRTA's contingency is usually budgeted at approximately 10% for smaller projects (under 1 million) and up to 15% for larger projects (exceeding 1 million.) As such, SFRTA finds it prudent to plan for a 15% contingency for this project to provide for unexpected field conditions not known prior to award and to provide negotiated payments to contractors as a result of design deficiencies, errors, omissions, unforeseen conditions or owner changes within the scope of this project.**

This is a time sensitive request. We ask that you please submit this information, **via email only**, by close of business (5 pm) on Tuesday, September 27, 2011.

Sincerely,

Natalie Yesbeck Pustizzi  
Transportation Planner  
South Florida Regional Transportation Authority  
800 NW 33rd St., Suite 100  
Pompano Beach, FL 33064  
954-788-7957  
954-942-3325 (fax)  
[yesbeckn@sfrta.fl.gov](mailto:yesbeckn@sfrta.fl.gov)  
Website: [www.sfrta.fl.gov](http://www.sfrta.fl.gov) , [www.tri-rail.com](http://www.tri-rail.com)



**VOLUNTARY COMPLIANCE AGREEMENT  
BETWEEN  
THE FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
AND  
TRI-COUNTY COMMUTER RAIL AUTHORITY**

**WHEREAS**, Title II of the Americans with Disabilities Act, 42 U.S.C. § 12131 *et seq.* (ADA), prohibits discrimination against qualified individuals with disabilities on the basis of disability in the services, programs, or activities of public entities; and

**WHEREAS**, the Tri-County Commuter Rail Authority (Tri-Rail), a public entity as defined in 42 U.S.C. Section 12131, is required to comply with Title II of the ADA and the DOT implementing regulations, 49 CFR parts 27, 37, and 38 (ADA requirements); and

**WHEREAS**, the Federal Transit Administration (FTA), an agency of the United States Department of Transportation (DOT), is authorized under 49 CFR Part 27 to investigate allegations of probable noncompliance with the ADA requirements, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements; and

**WHEREAS**, if there is reasonable cause to believe there is a failure to comply with ADA requirements that cannot be corrected by informal means, FTA may suspend or terminate Federal financial assistance, refer allegations of probable noncompliance to the U.S. Department of Justice for further legal action, or take other appropriate action pursuant to 49 CFR § 27.125-27.127; and

**WHEREAS**, Tri-Rail receives Federal financial assistance from FTA pursuant to 49 U.S.C. Chapter 53 and is required to submit information to FTA concerning its compliance with the ADA requirements; and

**WHEREAS**, based on information provided by Tri-Rail, FTA has determined that reasonable cause exists to believe that Tri-Rail is in probable noncompliance with the key station provisions of the ADA, and FTA has so notified Tri-Rail; and

**WHEREAS**, to avoid suspension or termination of financial assistance or possible litigation or other enforcement action, Tri-Rail desires to enter into this voluntary compliance agreement in order to make a full commitment to achieving full compliance with the ADA;

**NOW THEREFORE**, in consideration of Tri-Rail's commitment to achieve compliance with the ADA requirements by June 30, 2001, FTA agrees to refrain from initiating formal enforcement action pursuant to 49 CFR § 27.125.

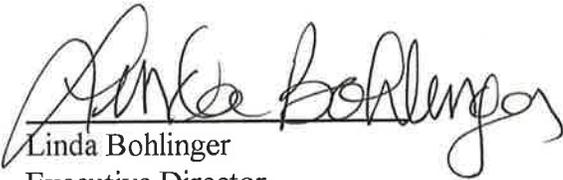
The parties further agree as follows:

1. No later than September 1, 1998, Tri-Rail shall submit for FTA approval a Compliance Plan for bringing all its key stations into compliance with the ADA. This plan shall include milestones and shall, after FTA approval, be incorporated into this Agreement as Exhibit A.

2. Tri-Rail's breach of any term of this Agreement may be cause for FTA to begin formal enforcement proceedings pursuant to 49 CFR § 27.125.
3. FTA will monitor Tri-Rail's performance under the terms of this Agreement and the Compliance Plan. If FTA determines that this Agreement or any requirement thereof is not begin implemented, FTA will exercise its discretion in determining whether or not to initiate formal enforcement action.
4. Should FTA elect not to take enforcement action for Tri-Rail's failure to comply with any provision of this Agreement, such abstention shall not be construed as a waiver of FTA's right to take enforcement action in response to this or any other instance of Tri-Rail's breach of any provision of this Agreement.
5. If at any time Tri-Rail desires to modify any portion of this Agreement, including the Compliance Plan, because of changed making performance impossible or impractical, it shall promptly notify FTA in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification and the substance of the proposed modification. Any modification to this Agreement shall not take effect until approved in writing by FTA.
6. This Agreement confers to rights upon any non-parties other than those already provided under the ADA.
7. This Agreement is a public document. A copy of this document, including any attachments, may be made available to any person by Tri-Rail or FTA.
8. This Agreement does not modify existing compliance dates previously approved by either a statutory time extension or voluntary compliance agreement.
9. This Agreement does not purport to remedy any other violations of the ADA or any other Federal law. This Agreement does not affect Tri-Rail's continuing responsibility to comply with all aspects of the ADA.
10. The effective date of this Agreement is the date of the last signature below

**ATTEST:**

**For the Tri-County Commuter Rail Authority**

  
 Linda Bohlinger  
 Executive Director

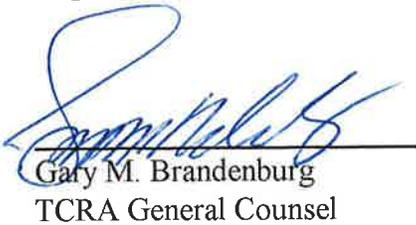
  
 Lori Nance Parrish  
 Chairperson

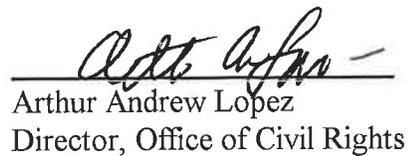
Date: 6/22/98

Date: 6/16/98

**Approved As To Form &  
 Legal Sufficiency**

**For the Federal Transit Administration**

  
 Gary M. Brandenburg  
 TCRA General Counsel

  
 Arthur Andrew Lopez  
 Director, Office of Civil Rights

Date: 6/16/98

Date: 7-29-98





**SFRTA - POMPANO BEACH JARC IMPROVEMENTS  
 COST ESTIMATE CALCULATION SHEET  
 Monday, August 29, 2011**

<b>Item</b>	<b>Item Subtotal</b>
Platform	\$ 36,310.00
Earthwork	\$ 310,880.00
Foundation	\$ 501,430.00
Elevator Towers	\$ 525,000.00
Pedestrian Overpass	\$ 195,476.00
ADA Ramp east Lot	\$ 5,000.00
Platform Sidewalk Extension	\$ 2,500.00
Overhead & Profit (15%)	\$ 236,489.40
Construction Contingency (15% of total cost)	\$ 236,489.40
General Conditions (15%)	\$ 236,489.40
Escalation (5%)	\$ 78,829.80
<b>Construction total =</b>	<b>\$ 2,364,894.00</b>
Design Fee (12%)	\$ 189,191.52
Procurement (2%)	\$ 31,531.92
Permitting (5%)	\$ 78,829.80
Project Management (10%)	\$ 157,659.60
Construction, Engineering & Inspections (15%)	\$ 236,489.40
Flagging (10%)	\$ 157,659.60
<b>Overall Total =</b>	<b>\$ 3,216,255.84</b>