

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
WASHINGTON, D.C. 20590**

FULL FUNDING GRANT AGREEMENT

**FLORIDA DEPARTMENT OF TRANSPORTATION
CENTRAL FLORIDA COMMUTER RAIL TRANSIT PROJECT
PHASE 2 SOUTH**

FL-03-0344-00

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**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**FULL FUNDING GRANT AGREEMENT
(FTA FFGA, October 1, 2014)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Full Funding Grant Agreement, the Government (FTA) has Awarded Federal assistance in support of the Project described below. Upon Execution of this Full Funding Grant Agreement by the Grantee named below, the Grantee affirms this Award by the Government (FTA Award), and enters into this Full Funding Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Full Funding Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(21), October 1, 2014, <http://www.fta.dot.gov/documents/21-Master.pdf>;
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA; and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA AWARD

The Government (FTA) hereby awards a Full Funding Grant as follows:

Project Number(s): FL-03-0344-00

Grantee: Florida Department of Transportation (FDOT)

Citation of Statutes Authorizing the Project: 49 U.S.C. §§ 5309(b), 5309(d)

Estimated Net Project Cost: \$186,869,330

Maximum FTA Amount Awarded, including this agreement: \$2,427,245

Amount of this FTA Award: \$0

Maximum Federal New Starts Financial Contribution: \$93,434,665

Maximum Percentage of FTA Participation: 50 percent

Maximum Percentage of New Starts Participation: 50 percent

Dates of U.S. Department of Labor Certifications of Transit Employee Protective Arrangements:

<u>Original Project or Amendment Numbers</u>	<u>Certification Dates</u>
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FL-03-0344-00	August 26, 2015
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Revenue Service Date: September 15, 2019

Project Description:

The Project is a 17.2-mile extension of the Central Florida Commuter Rail Transit (“SunRail”) commuter rail system running south from the Sand Lake Road SunRail Station in Orange County to Poinciana Boulevard in Osceola County, with four additional stations. The Project, referred to locally as “Phase 2 South,” includes grade crossing enhancements; station platforms, canopies, bus lanes, and park-and-ride lots at all four stations; the purchase of two locomotives and four passenger cars; and construction of end-of-the-line storage and layover facilities at the Poinciana Station.

The Phase 2 South commuter rail service will operate along the right of way of the Central Florida Rail Corridor (CFRC) owned by FDOT. The Project will operate entirely at-grade, sharing track with freight service provided by CSX Transportation (CSXT) and Florida Central Railroad and intercity passenger rail service provided by Amtrak.

For a more detailed description, see Attachments 1 and 2.

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

FULL FUNDING GRANT AGREEMENT TERMS AND CONDITIONS

THIS FEDERAL TRANSIT ADMINISTRATION FULL FUNDING GRANT AGREEMENT (Agreement) is entered into by the Florida Department of Transportation (FDOT) (Grantee) and the United States of America, acting through the United States Department of Transportation, Federal Transit Administration (FTA or Government).

WHEREAS, the Grantee has determined through its local planning process that construction of the Central Florida Commuter Rail Transit Project Phase 2 South (hereafter, the “Project”) will effectively and efficiently serve the transportation needs of the Orlando metropolitan area.

WHEREAS, the Grantee has developed a Financial Plan, as herein defined, using a combination of local, state, and Federal funds to finance the costs of the Project and, in accordance with its plan, has requested a Grant, as herein defined, of Federal financial assistance in the Project.

WHEREAS, the Government has determined to enter into this Agreement and to support final design and construction of the Project up to a Maximum Federal New Starts Financial Contribution of \$93,434,665 in capital New Starts funds, subject to all the terms and conditions set forth in this Agreement.

WHEREAS, the Grantee has submitted its request for Federal assistance (the Application) and the Government has received and is relying upon the Grantee’s assurances, certifications, and all other documents required as conditions precedent to a Grant of assistance by the Government for the Project; and, in its submissions, the Grantee has demonstrated justification for the Project, has demonstrated its financial, organizational, legal and technical capacity as is necessary to Complete the Project within the maximum amount of Federal assistance set forth in this Agreement, and has demonstrated the capability to secure non-Federal funds as may be necessary for such completion.

WHEREAS, the Government has determined that the Project is justified based on a comprehensive review of its mobility improvements, environmental benefits, cost effectiveness, land use, economic development effects, and congestion relief; the Project is supported by policies and land use patterns that promote public transportation, including plans for future land use and rezoning, and economic development around public transportation stations; and the Project is supported by an acceptable degree of local financial commitment, including evidence of stable and dependable financing sources to construct, maintain, and operate the Project.

WHEREAS, the Government and the Grantee have agreed that their respective duties and responsibilities as related to the completion of the Project shall be determined by and under the terms and conditions of this Agreement and have agreed that this Agreement shall be recognized as the sole understanding between the Government and the Grantee in consideration of the mutual promises as set forth in this Agreement.

THEREFORE, in consideration of the above and the parties' mutual promises as set forth in this Federal Transit Administration Full Funding Grant Agreement, the Grantee and the Government agree to the specific terms, conditions, and provisions set forth in this entire Agreement including, in particular, the specific terms of the following Sections and Attachments:

SECTION 1. DEFINITIONS

"Agreement" means this Federal Transit Administration Full Funding Grant Agreement (FFGA) and consists of all parts and documents listed in Section 20 of this Agreement, "Contents of Agreement," and will include all future addenda, substitutions, modifications and amendments as and when legally executed and effective. (This definition supersedes the definition of "Grant Agreement" set forth in Section 1.r of the Federal Transit Administration Master Agreement (Master Agreement), incorporated by reference and made part of this Agreement.)

"Application" means those documents and written submissions filed by or on behalf of the Grantee pursuant to its request for Federal financial assistance for support of the Project and relied upon by the Government as satisfaction of the legal and policy requirements of Grant award. The Application includes all explanatory, supporting, or supplementary documents related to the Project that the Government relied upon in its determination to obligate and award Federal funds for the Project. (This definition is intended to supplement the definition "Application" set forth in Section 1.a of the Master Agreement, incorporated by reference and made part of this Agreement.)

"Baseline Cost Estimate" means the Application document described in Section 13 of this Agreement and set forth in Attachment 3. The requirements of the Baseline Cost Estimate are set forth in FTA Circular 5200.1A, "Full Funding Grant Agreements Guidance," as may be revised from time to time. The Baseline Cost Estimate reflects the total anticipated cost of the Project as of the Date of this Agreement.

"Complete the Project" means to accomplish all of the scope and activities of the Project as described in Attachment 1, "Scope of the Project," and Attachment 2, "Project Description."

"Date of this Agreement" means the date the Government awards this Full Funding Grant Agreement.

"Estimated Net Project Cost" means the amount that is calculated by subtracting the cost that can reasonably be financed from the Grantee's revenue from the total anticipated cost of the Project as reflected in the "Baseline Cost Estimate," Attachment 3 to this Agreement. The Estimated Net Project Cost is set forth in Section 7 of this Agreement.

"Financial Plan" means the plan accepted by the Government as part of the Application process describing the Grantee's financial condition and capability to complete the Project and to maintain and operate the Project together with its existing transit system. It includes all explanatory, supporting and supplementary documents, commitments, and agreements accepted or approved by the Government.

"Government" means the United States of America, acting through the Federal Transit Administration of the United States Department of Transportation.

"Grantee" means the Florida Department of Transportation (FDOT).

"Grant(s)" means, in singular and plural forms, the obligation and award of Federal financial assistance by the Government pursuant to the laws codified at 49 U.S.C. Chapter 53.

"Levels of Service" means the hours of service and the service headways set forth in Attachment 1, "Scope of the Project."

"Local Share" means that portion of the Grantee's local financial commitment that is the Grantee's legally required share of the Net Project Cost.

"Master Agreement" means the standard terms and conditions applicable to recipients of Federal financial assistance from the Government. It is updated and published annually. It is incorporated by reference and made part of this Agreement and identified in Federal Fiscal Year 2014 by FTA Form MA(21) (October 1, 2014).

"Maximum Federal New Starts Financial Contribution" means the limit of Federal capital New Starts financial participation in the Project. (The amount of the "Maximum Federal New Starts Financial Contribution" is set forth in Section 8 of this Agreement, "Limitations of the Federal Funding Commitment," and is only a portion of the total Federal financial contribution for the Project.)

"Maximum FTA Amount Awarded" means the total amount of Federal funds from all sources administered by FTA and awarded for the Project, regardless of source, and available to the Grantee. (This amount is set forth in the first page of this Agreement.)

"Net Project Cost" means the cost of the Project that cannot reasonably be financed from the Grantee's revenues.

"Project" means the public transit/transportation improvements the Grantee has promised to implement as a condition of its Full Funding Grant. A description of the Project is set forth in Attachment 1, "Scope of the Project." Activities to carry out the project scope are set forth in Attachment 2, "Project Description."

"Project Costs" means all costs eligible for Federal financial participation under the terms of this Agreement and consistent with the cost principles set forth in Section 9 of the Master Agreement, "Payments."

"Recovery Plan" means a plan developed by the Grantee, and accepted by the Government, whereby the Grantee will take every reasonable measure to minimize any delay in achieving the baseline schedule set forth in Attachment 4 to this Agreement (the Baseline Schedule) and eliminate or otherwise mitigate [recover] any increase in the total project costs as currently estimated, as compared to the total project cost identified in Attachment 3 to this Agreement (the Baseline Cost Estimate).

“Revenue Service Date” means the date certain upon which the Grantee shall commence revenue operations of the Project as defined in Section 5 of this Agreement.

SECTION 2. PURPOSES OF AGREEMENT

Pursuant to 49 U.S.C. § 5309, the purposes of this Agreement are to:

- (a) provide Federal financial assistance to the Grantee in the form of this Full Funding Grant and possible future awards of financial assistance as contemplated under this Agreement, not to exceed the Maximum Federal New Starts Financial Contribution for the Project, as is and may be awarded under this Agreement and the laws codified at 49 U.S.C. Chapter 53 for purposes that are consistent with those statutes, implementing regulations, and other applicable laws and regulations;
- (b) describe the Project and set forth the mutual understandings, terms, conditions, rights and obligations of the parties related to implementing the Project, the future management and operation of the Project, and the manner in which Project real property and equipment will be used;
- (c) establish the Maximum Federal New Starts Financial Contribution for the Project, and the manner in which all future Federal funds for the Project, if any, will be awarded and released to the Grantee;
- (d) establish the Grantee's financial commitment to the Project including its obligation to fund the Local Share, its obligation to Complete the Project with a specified amount of Federal assistance, its obligation to achieve revenue operation of the Project by a specified date, its obligation to pay all costs necessary to Complete the Project that are in excess of the Estimated Net Project Cost, and its obligation to finance the future maintenance and operational costs of the Project; and
- (e) facilitate timely and efficient management of the Project.

SECTION 3. PREVIOUS FEDERAL DOCUMENTS AND GRANTS

- (a) The Government’s laws, policies and procedures require the completion of a project development process and environmental review prior to the Award and Execution of this Agreement. Prior Grants of Federal assistance awarded by the Government for this project development process are described in Attachment 5 to this Agreement. These Grants (and any other documents that are described in Attachment 5, including Letters of No Prejudice) are incorporated by reference and made part of this Agreement, except for the terms and conditions thereof specifically superseded by this Agreement. Further, in executing this Agreement, the Grantee assures that the certifications and assurances (made by the Grantee or on behalf of the Grantee or by a third party) upon which the Government relied in these prior actions were made to the Government in good faith and to the best of the Grantee's knowledge and belief, and that the Grantee has no present knowledge of facts or circumstances substantially affecting the continued validity of these certifications and assurances that the Grantee has not formally conveyed to the Government prior to the

Government's Award of funding set forth in this Agreement.

- (b) This Agreement does not discharge or rescind any of the terms, conditions, or obligations established under the documents set forth in Attachment 5 unless specifically stated otherwise herein. Further, the terms, conditions and obligations of this Agreement take precedence over the provisions of all prior agreements related to the Project between the Grantee and the Government and will be controlling for all actions related to the Project taken after the Date of this Agreement, unless specifically stated otherwise herein.
- (c) No amendments will be sought or approved to increase the amount of funds in the prior Grants listed in Attachment 5 beyond the amounts described in this Agreement as available to the Project.

SECTION 4. OBLIGATION TO COMPLETE THE PROJECT

- (a) The Government has no obligation to provide any financial assistance for the Project beyond the Maximum Federal New Starts Financial Contribution. If the total Federal funding provided under Section 8 of this Agreement, "Limitations of Federal Funding Commitment," is insufficient to undertake revenue service of the Project and the subsequent activities necessary to Complete the Project, the Grantee agrees to Complete the Project and accepts sole responsibility for the payment of any additional costs (overruns).
- (b) If at any time during its efforts to Complete the Project the Grantee determines that the total Project Cost will exceed the Baseline Cost Estimate, the Grantee must immediately notify the Government of the amount of the difference and the reasons for the difference. Further, the Grantee must provide the Government with a Recovery Plan that demonstrates the Grantee is taking and will take every reasonable measure to eliminate [recover] the difference between the total Project Cost and the Baseline Cost Estimate. Insofar as any difference between the total Project Cost and the Baseline Cost Estimate cannot be eliminated [recovered], the Grantee must secure and provide such additional resources as are necessary to meet the additional costs and expeditiously complete the Project without further financial assistance from the Federal capital New Starts program. Further, in its Recovery Plan, the Grantee must identify the sources of funds it will draw upon to meet the additional costs and cover the difference between the total Project Cost and the Baseline Cost Estimate.

SECTION 5. REVENUE SERVICE DATE AND LEVELS OF SERVICE

- (a) The Grantee agrees and promises to achieve revenue operations of the Project on or before June 29, 2021, the Revenue Service Date, in accordance with the terms and conditions of this Agreement.
- (b) The Revenue Service Date is a significant term of this Agreement. The Grantee's failure to achieve the operational functions of the Project on or before the Revenue Service Date will constitute a breach of this Agreement. Upon the Grantee's request, the Government may determine at its sole discretion to waive a breach or an anticipatory breach of this Agreement and to extend the Revenue Service Date if there is an unavoidable delay in achieving the operational goals of the Project resulting from an event or circumstance beyond the control of the Grantee, or if the Government determines that allowing the delay is in the best interest

of the Government and the success of the Project. Requests by the Grantee for waiver of a breach or anticipatory breach of this Agreement and extension of the Revenue Service Date for the reasons set forth herein shall be submitted promptly (with appropriate documentation) to the Government. In the exercise of its discretion to waive the breach and extend the Revenue Service Date, the Government will take into consideration the actions and measures taken by the Grantee to ensure adherence to its promise to achieve the operational goals of the Project on or before the scheduled Revenue Service Date.

- (c) Delays in appropriations of funds from Congress shall not constitute a basis for extension of the Revenue Service Date.
- (d) The Government's consent to extend the Revenue Service Date pursuant to Paragraph (b) of this Section 5 does not constitute a basis for additional Federal financial assistance beyond the Maximum Federal New Starts Financial Contribution.
- (e) Set forth in Attachment 1 to this Agreement, "Scope of Project," are the hours of service and headways the Grantee will maintain once the Project is opened to Revenue Service and for no less than five (5) years thereafter. These specified Levels of Service are a significant term of this Agreement. The Grantee's failure to achieve and maintain these Levels of Service at the Revenue Service Date and for five (5) years thereafter will constitute a breach of this Agreement. Upon the Grantee's request, the Government may determine in its sole discretion to waive a breach of the Grantee's obligation to maintain these specified Levels of Service for events or circumstances beyond the control of the Grantee, or if the Government determines that a waiver is in the interests of the United States. In the exercise of its discretion whether to waive a breach of the specified Levels of Service, the Government will take into consideration the actions and measures taken by the Grantee to achieve and maintain the operational goals of the Project and the Grantee's entire public transportation system for at least five years beyond the opening of the Project to Revenue Service.

SECTION 6. NET PROJECT COST

- (a) This Grant is to assist in the payment of actual eligible costs within the scope of the Project under this Agreement, minus any amount that can reasonably be financed from revenues of the Grantee. If the funds awarded under this grant exceed the amount necessary to finance the Federal share, those excess funds are not available to the Grantee for payment of costs beyond the scope of this Project supported by this Grant.
- (b) In accordance with the FTA Master Agreement, a refund or reduction of the Grantee's Local Share of the Net Project Cost requires a refund to the Government of a proportional amount of the Federal financial assistance provided under this Agreement.
- (c) The portion of the Net Project Cost that may be financed by the Government with capital New Starts funds may not exceed the amount of the Maximum Federal New Starts Financial Contribution for this Project as stated in Section 8 of this Agreement, "Limitations of the Federal Funding Commitment."
- (d) The Grantee acknowledges that Federal funds may be used only to reimburse eligible

expenses for the Project. Should FTA determine that Federal funds have been used to reimburse any expenses that were ineligible for Federal reimbursement, FTA will direct the Grantee either to reimburse FTA with local funds not already committed to the Project or to reduce the total project costs by the amounts found to have been ineligible.

SECTION 7. ESTIMATED NET PROJECT COST

- (a) The Government's determination to provide financial assistance for the Project is based, in significant part, upon the Grantee's estimated costs as set forth in the "Baseline Cost Estimate," Attachment 3 to this Agreement. The Estimated Net Project Cost reported in Attachment 3 is \$186,869,330.
- (b) The Estimated Net Project Cost financed with the Execution of this Agreement is limited by the amount of the Maximum FTA Amount Awarded. The amount of the Estimated Net Project Cost and the amount of the Maximum FTA Amount Awarded are stated in the first page of this Agreement. The amount reimbursable by the Government is limited to the lesser of either the amount of the Maximum FTA Amount Awarded or the maximum percentage of FTA participation permitted by Federal law and regulations. Additional funds will not be provided until a Grant amendment awarding additional funds and amending this Full Funding Grant Agreement is executed.

SECTION 8. LIMITATIONS OF THE FEDERAL FUNDING COMMITMENT

- (a) The sources of this Federal financial assistance are set forth in the "Project Budget," Attachment 3A. These funds are in addition to all previous Federal financial commitments to the development of the Project as set forth in the schedule of "Prior Grants and Related Documents," Attachment 5 of this Agreement. The Government is not obligating and awarding any Federal capital New Starts funds for the Project with the Award and Execution of this Agreement.
- (b) With its Award set forth in this Agreement, the Government also acknowledges its intent to provide Federal capital New Starts financial assistance for the Project in an amount that will not exceed \$93,434,665. The anticipated sources of Federal financial assistance in this amount are listed in Attachment 6 to this Agreement, "Schedule of Federal Funds for the Project." All Federal capital New Starts funds obligated pursuant to this Paragraph will be subject to all the terms, conditions and obligations established by this Agreement. Accordingly, it is expected that the award of additional funds will be processed through amendments to this Agreement.
- (c) The award by the Government of additional Federal capital New Starts financial assistance to the Project under Paragraph (b) of this Section 8 is subject to the following limitations:
 - (A) the availability of appropriated funds, and
 - (B) the Grantee's continued performance under the terms and conditions of this Agreement.
- (d) The Maximum Federal New Starts Financial Contribution for this Project under the capital

New Starts category of funds is limited to \$93,434,665.

SECTION 9. FEDERAL FUNDING—OTHER SOURCES

The Maximum Federal New Starts Financial Contribution specified in Section 8(c) of this Agreement does not include funds other than from the capital New Starts program under 49 U.S.C. Chapter 53. Should such other Federal funds be provided for the Project in addition to the Federal capital New Starts funds set forth in Attachment 6 of this Agreement, the limitation on the Federal funding commitment set forth in Section 8 of this Agreement shall not apply to those funds. Accordingly, such additional funds shall be excluded from the calculation of Maximum Federal New Starts Financial Contribution. Funds awarded pursuant to this Section will be subject to all other terms, conditions and obligations set forth in the Agreement.

SECTION 10. LOCAL FINANCIAL COMMITMENT—CAPITAL COSTS

- (a) As a condition of the Government's Award of this Full Funding Grant, the Grantee has developed and adopted a Financial Plan for financing all Project Costs necessary to Complete the Project. In addition to the amount of Federal funds requested, the Financial Plan includes a statement identifying the State, local and private sources of funding and the amount of funds available for and committed to the Project from each such source. This Financial Plan, as accepted by the Government, with the supporting documentation (including formal funding agreements and commitments) is hereby incorporated by reference and made part of this Agreement.
- (b) The Grantee hereby commits and certifies that it will provide funds in an amount sufficient, together with the Federal contribution (acknowledging the limitations as set forth in this Agreement), to assure timely and full payment of the Project Costs as necessary to complete the Project.
- (c) The Grantee hereby commits and certifies that the Local Share portion of its financing commitment will be provided from funding sources other than: Federal funds (except as may otherwise be authorized by Federal statute); receipts from the use of Project facilities or equipment (except as may otherwise be authorized by Federal statute); or revenues of the Project public transit system in which such facilities or equipment are used.
- (d) Given the Estimated Net Project Cost, as set forth in Section 7 of this Agreement, the Grantee's financial commitment to the Net Project Cost is estimated to total \$93,434,665. This amount constitutes the Local Share needed to match the Maximum Federal New Starts Financial Contribution for the Project and Other Federal Sources. In the event that the actual Federal financial contribution for the Project is reduced or is increased or the funding percentage as set forth in this Agreement is changed, the portion of the Grantee's financial contribution for the Project that is identified as Local Share shall be adjusted accordingly.
- (e) The Grantee agrees to notify the Government of any change in circumstances or commitments that adversely affects the Grantee's plan to fund the Project Costs necessary to Complete the Project as set forth in the Financial Plan. In its notification, the Grantee shall advise the Government of what actions it has taken or plans to take to ensure adequate

funding resources and shall reaffirm its commitment to the Government as set forth in Paragraph (b) of this Section 10.

SECTION 11. AUTHORIZATION TO ADVANCE PROJECT WITHOUT PREJUDICE

The Grantee may incur costs or expend local funds for all phases of the Project as is reasonably necessary to advance the Project prior to an award of Federal funding assistance without prejudice to possible future Federal participation in or reimbursement of the Project Costs to the extent that such costs are incurred in accordance with all applicable Federal requirements and this Agreement. It is understood that the authority conferred on the Grantee to advance the Project without prejudice does not constitute a legal commitment by the Government to obligate and award Federal funds.

SECTION 12. LOCAL FINANCIAL COMMITMENT—OPERATING AND MAINTENANCE COSTS

- (a) As a condition of the Government's Award of funding set forth in this Agreement, the Grantee has developed and adopted a Financial Plan to finance the future operation and maintenance of the Project that also takes into consideration the Grantee's continuing financial responsibilities to operate, maintain and reinvest in its existing transit system. This Financial Plan, as accepted by the Government, and the supporting documentation (including specific funding commitments) evidencing stable and dependable funding sources are an essential part of the Grantee's Application and are made part of this Agreement by incorporation of the Application.
- (b) With the Execution of this Agreement, the Grantee assures that it has stable and dependable funding sources, sufficient in amount and in degree of commitment, to operate and maintain its entire public transportation system at an adequate and efficient level of service, including the future operation and maintenance of the Project without additional Federal assistance beyond the amounts set forth in the Financial Plan. The foregoing assurance does not preclude the Grantee from altering service through contracts with private providers of public transportation services.
- (c) The Grantee will notify the Government of any change in circumstances or commitments that adversely affects the Grantee's plan to fund the maintenance and operating costs of the Project as set forth in the Financial Plan. In its notification, the Grantee will advise the Government of actions it has taken or plans to take to ensure adequate funding resources and will reaffirm to the Government its assurance as set forth in Paragraph (b) of this Section.

SECTION 13. BASELINE COST ESTIMATE

- (a) In its Application, the Grantee submitted to the Government a Baseline Cost Estimate for the activities constituting the Project. The Baseline Cost Estimate is accepted by the Government and is Attachment 3 of this Agreement. The Baseline Cost Estimate is derived from cost estimates of the individual third party contracts and force account work that, in sum, constitute the Project; it reflects appropriate escalation and Project schedule dates.
- (b) The Government intends to use the Baseline Cost Estimate to monitor the Grantee's

compliance with certain terms and conditions of this Agreement. The Baseline Cost Estimate established in Attachment 3 serves as the measure of cost estimates as of the Date of this Agreement, and should not be amended or modified during the implementation of the Project.

- (c) The Grantee will submit cost reports on the implementation of the Project as required by this Agreement and in a format consistent with the units set forth in the Baseline Cost Estimate so that the Government can, with reasonable diligence, reconcile the Grantee's reports with the Baseline Cost Estimate.

SECTION 14. BASELINE SCHEDULE

- (a) In its Application, as approved, the Grantee submitted a Baseline Schedule for the Project that demonstrates how the Grantee intends to implement the Project and meet the Revenue Operation Date. This Baseline Schedule has been accepted by the Government and is Attachment 4 of this Agreement.
- (b) The schedule for the Project may be modified from time to time at the discretion of the Grantee. However, the Baseline Schedule is not to be modified because it is to be used as a basis for comparing planned to actual project implementation. The Grantee will notify the Government when a Project schedule modification has the potential to change the Revenue Service Date and describe the actions planned to recover the schedule. The Government's acquiescence in such notice will not be deemed approval by the Government of an extension of a Revenue Service Date unless the Government expressly grants an extension in writing.

SECTION 15. PROJECT MANAGEMENT OVERSIGHT

The Project is a "Major Capital Project" as defined in FTA's Project Management Oversight regulations at 49 C.F.R. § 633.5. Accordingly, the Grantee agrees that all requirements and conditions set forth in the rule at 49 C.F.R. Part 633 apply to the Project activities. Noncompliance with any regulatory requirements shall constitute a breach of this Agreement, unless the Government formally waives the regulatory requirement.

SECTION 16. ENVIRONMENTAL PROTECTION

- (a) As a condition precedent to this Agreement, the environmental impacts of the Project have been assessed as required by law. The results of that assessment and the adopted mitigation measures are described in the environmental documents identified in Attachment 7 of this Agreement. These documents together with related agreements and supporting documentation are incorporated by reference and made part of this Agreement. To assist the Government in monitoring the implementation of the adopted mitigation measures, these measures are specifically described in Attachment 7 of this Agreement. It is understood and agreed that the description in Attachment 7 shall not supersede or in any way result in a circumvention of the requirements set forth in the Government's environmental record for the Project.
- (b) Certain terms and conditions of this Agreement, as related to the Grantee's responsibility to ensure protection of the environment, are set forth in Section 29 of the Master Agreement,

“Environmental Protections.” Under Subsection 29.q, “Mitigation of Adverse Environmental Effects,” the Grantee is required, among other actions, to undertake all environmental mitigation measures that are identified in environmental documents prepared for the Project. Accordingly, the Grantee understands that it shall not withdraw or substantially change any of the adopted mitigation measures as described in the Government’s environmental record for the Project without the express written approval of the Government.

- (c) This Section is intended only to supplement the provisions set forth in Section 29 of the Master Agreement, “Environmental Protections.”

SECTION 17. LABOR PROTECTION

The Grantee will carry out the Project in conformance with the terms and conditions determined by the Secretary of Labor to be fair and equitable to protect the interests of employees affected by the Project and meet the requirements of 49 U.S.C. § 5333(b) and U.S. Department of Labor (USDOL) Guidelines at 29 C.F.R. Part 215. These terms and conditions are identified in the letters of certification from USDOL set forth in the first pages of this Agreement. The Grantee will carry out the Project in compliance with the conditions stated in the USDOL certification letters. Those letters and any documents cited therein are incorporated by reference and made part of this Agreement.

SECTION 18. GOVERNMENT ACTIONS

- (a) In all cases where the Government's review, approval or concurrence is required under the terms and conditions of this Agreement, the Government will provide its response within sixty (60) calendar days of receipt from the Grantee of all materials reasonably necessary for the formulation of the Government's response.
- (b) If the Government determines that its position cannot be finalized within that sixty (60) day period, the Government will notify the Grantee, in writing, within thirty (30) days following receipt of the Grantee's submission that the Government's response will be delayed and advise the Grantee of the Government's anticipated time period for response.
- (c) Whenever the Government’s approval or concurrence is needed on any matter pertaining to or concerning this Agreement, the Government’s approval or concurrence will not be unreasonably withheld.

SECTION 19. REMEDIES

- (a) Substantial failure of the Grantee to complete the Project in accordance with the Application and this Agreement will be a default of this Agreement. In the event of default, the Government will have all remedies at law and equity, including the right to specific performance, without further Federal financial assistance, and the rights to termination or suspension as provided by Section 12 of the Master Agreement, "Right of the Federal Government to Terminate." The Grantee recognizes that in the event of default, the Government may demand all Federal funds provided to the Grantee for the Project be returned to the Government. Furthermore, a default of this Agreement will be a factor

considered before a decision is made with respect to the approval of future Grants requested by the Grantee.

- (b) Under the provisions of Section 15 of this Agreement, "Project Management Oversight," and under the terms and conditions of the Master Agreement, the Government will review performance by the Grantee to determine whether satisfactory progress is being made to Complete the Project. In the event that the Government determines that the Grantee is in breach of this Agreement, the Government may withhold its approvals of further funding and suspend drawdown of funds, under the provisions of Section 12 of the Master Agreement, "Right of the Federal Government to Terminate," until any necessary corrective action, which may be required by the Government, is accomplished. Any breach of this Agreement that is not corrected within a reasonable period of time will be a default of this Agreement. The Government in its discretion may permit the cost of such corrective action to be deemed a Project Cost, provided that such cost is an allowable cost under the requirements of Section 7.b of the Master Agreement, "Eligible Project Costs," and so long as it remains within the limits of the Maximum Federal New Starts Financial Contribution set forth in Section 8 of this Agreement, "Limitations of the Federal Funding Commitment."
- (c) In the event of a breach of this Agreement by the Grantee and before the Government takes action contemplated by this Section, the Government will provide the Grantee with ninety (90) days written notice that the Government considers that such a breach has occurred and will provide the Grantee a reasonable period of time to respond and to take necessary corrective action.

SECTION 20. CONTENTS OF AGREEMENT

This Full Funding Grant Agreement consists of the text of this Agreement, which includes the first pages setting forth significant characteristics of the Agreement (such as the maximum Federal funds obligated and awarded for expenditure on the Project and the funding ratio of Federal and local funds to be expended for the Project, and such other data), followed by the Terms and Conditions, and the Attachments to the Agreement. The Agreement also includes the following documents incorporated by reference and made part of this Agreement: the "Federal Transit Administration Master Agreement," FTA Form MA(21) (October 1, 2014), as may be revised from time to time, the Application, the Government's environmental record for the Project, related agreements, and prior Grant Agreements for the Project referenced in Attachment 5 of this Agreement. Should the Federal assistance award letter include special conditions for the Project, that letter is incorporated by reference and made part of this Agreement. Any inconsistency between the Application and the terms and conditions of this Full Funding Grant Agreement will be resolved according to the clear meaning of the provisions of this Agreement and Attachments hereto.

SECTION 21. SIMULTANEOUS CREATION OF AGREEMENT IN ELECTRONIC FORMAT

Simultaneous to the Award and Execution of this Agreement set forth in typewritten hard copy, the Agreement is being awarded and executed by electronic means through FTA's electronic award and management system. To the extent any discrepancy may arise between the typewritten version and the electronic version of this Agreement at the time of execution the

typewritten version will prevail. Should any special conditions or requirements for the Project be added separately in the electronic version, those conditions or requirements are incorporated by reference and made part of this Agreement.

SECTION 22. AMENDMENTS TO AGREEMENT

Amendments to any of the documents referenced in Section 20, "Contents of Agreement," will be made in accordance with the requirements and procedures set forth in FTA Circular 5010.1D, "FTA Project Management Guidelines" (August 27, 2012), as may be amended from time to time, and FTA Circular 5200.1A, "Full Funding Grant Agreements Guidance" (December 5, 2002), as may be amended from time to time.

SECTION 23. ATTACHMENTS—INCORPORATION

Each and every Attachment to this Agreement is incorporated by reference and made part of this Agreement.

SECTION 24. NOTICES

Notices required by this Agreement will be addressed as follows:

As to the Government:

Dr. Yvette G. Taylor
Regional Administrator, FTA Region 4
230 Peachtree Street N.W., Suite 800
Atlanta, GA 30303

As to the Grantee:

Noranne B. Downs, P.E.
Florida Department of Transportation
District 5 Secretary
719 S. Woodland Boulevard
DeLand, Florida 32720

SECTION 25. APPLICABLE LAW


If neither Federal statute nor Federal common law governs the interpretation of the provisions of this Agreement, the State law of the State of Florida will apply. This provision is intended only to supplement Section 2.g of the Master Agreement, "Application of Federal, State, and Local Laws, Regulations, and Directives."

SECTION 26. AWARD AND EXECUTION OF AGREEMENT

There are several identical counterparts of this Agreement in typewritten hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original having identical legal effect. When signed and dated by the authorized official of the

Government, this instrument will constitute an Award that should be executed by the Grantee within ninety (90) days of the date of the Government's Award (FTA Award). The Government may withdraw its Award of financial assistance and obligation of funds if this Agreement is not executed within the ninety (90) day period. Upon full Execution of this Agreement by the Grantee, the effective date will be the date the Government awarded funding under this Agreement as set forth below.

THE GOVERNMENT HEREBY AWARDS THIS FULL FUNDING GRANT THIS
28 DAY OF September, 2015.

Signature: 
Therese W. McMillan
Acting Federal Transit Administrator
FEDERAL TRANSIT ADMINISTRATION

EXECUTION BY GRANTEE

The Grantee, by executing this Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this Award; and agrees to all terms and conditions set forth in this Agreement.

THE GRANTEE HEREBY EXECUTES THIS FULL FUNDING GRANT THIS
28 DAY OF Sept, 2015.

Signature: Noranne B. Downs
Noranne B. Downs, P.E.
District 5 Secretary
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

ATTESTED BY:

Signature: Miguel A. Torres
Miguel A. Torres, P.E.
Chief Operating Officer Central Florida Rail Corridor
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

AFFIRMATION OF GRANTEE’S ATTORNEY

As the undersigned Attorney for the Grantee, I affirm to the Grantee that I have examined this Agreement and the proceedings taken by the Grantee relating to it. As a result of this examination I hereby affirm to the Grantee the Execution of the Agreement by the Grantee is duly authorized under state and local law. In addition, I find that in all respects the Execution of this Agreement is due and proper and in accordance with applicable State and local law. Further, in my opinion, this Agreement constitutes a legal and binding obligation of the Grantee in accordance with the terms of the Agreement. Finally, I affirm to the Grantee that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the full implementation of the Project in accordance with the terms thereof.

DATED 28th DAY OF September, 2015.

AFFIRMED BY:

Signature: Fredrick W. Loose
Fredrick W. Loose
District Five Chief Counsel
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Attachment 1

Florida Department of Transportation (FDOT) Central Florida Commuter Rail Transit Project Phase 2 South Orlando, Florida

Scope of the Project

The Central Florida Commuter Rail Transit Phase 2 South Project (the Project) consists of a new, 17.2-mile extension to the existing 32-mile SunRail commuter rail transit line that provides service from Volusia County through Seminole County, Orange County, and downtown Orlando. The Project will extend along the existing railroad right of way south of Orlando through Kissimmee to Poinciana in Osceola County. The Project includes four new commuter rail stations and the construction of a Vehicle Storage and Light Maintenance Facility (VSLMF).

The Project will operate along the existing Central Florida Rail Corridor acquired by FDOT from CSX Transportation, Inc. (CSXT) in November 2011. The Project will operate entirely at-grade, sharing tracks with freight service provided by CSXT and Florida Central Railroad and Amtrak intercity passenger rail service. The Project alignment generally parallels Interstate 4 and US 17/92.

The Project scope includes procurement of two locomotives, three cab passenger cars and one coach passenger car, a new railway wayside signal and communication system, grade crossing upgrades, station platforms and canopies at all four stations, and park and ride lots at four stations. A VSLMF adjacent to the Poinciana Station will serve as an end of the line fueling and layover facility for up to four train sets.

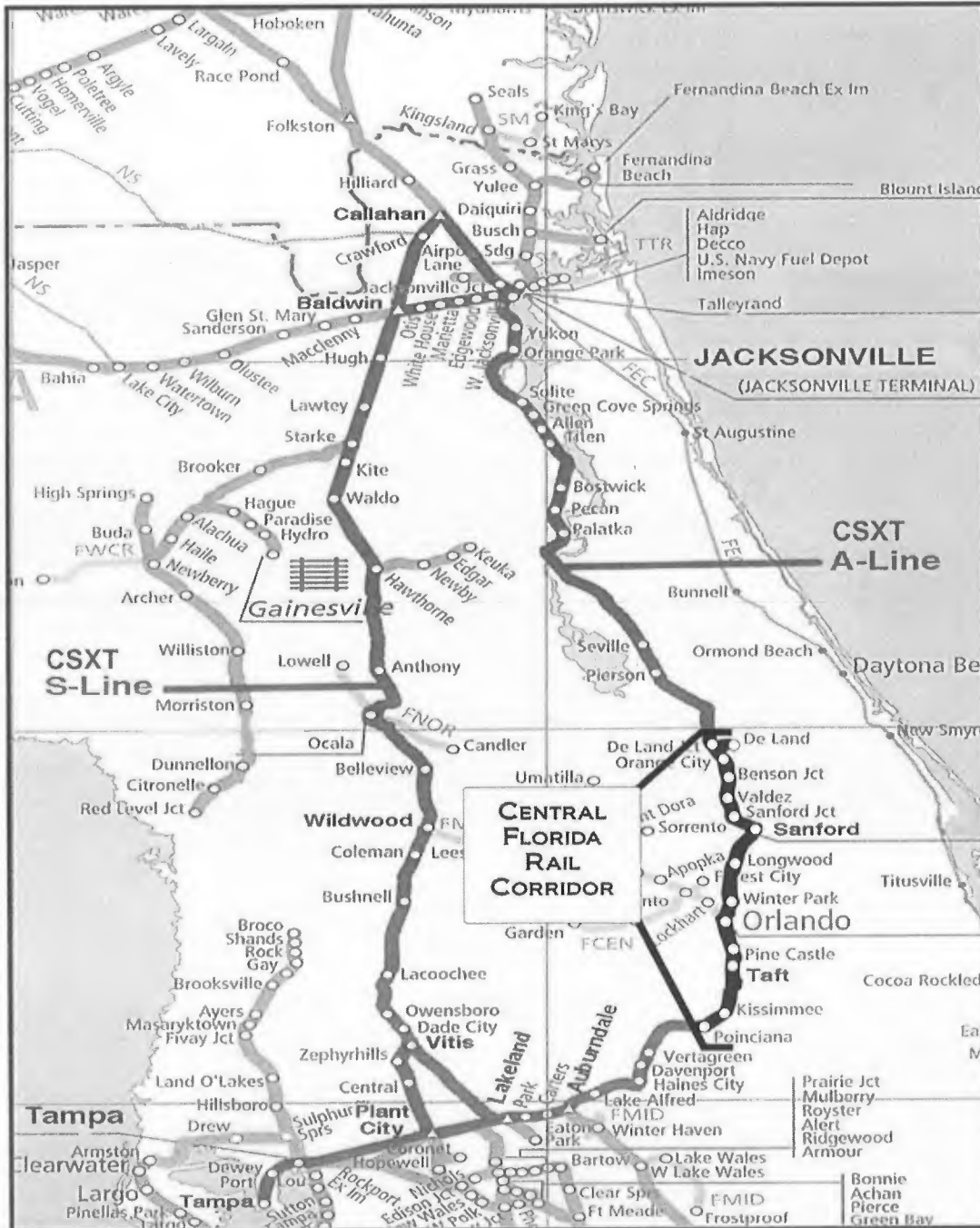
Hours of operation in the opening year will be from 5:00 a.m. to 10:30 p.m. on weekdays, with no service on weekends. In the opening year, service will operate every 30 minutes during weekday peak periods and every 120 to 150 minutes during weekday off-peak periods and on weekday evenings. In the horizon year of 2030, hours of operation will be 5:00 a.m. to 10:30 p.m. on weekdays, and 7:00 a.m. to 9:00 p.m. on weekends. Service will operate every 15 minutes during weekday peak periods, every 30 minutes during weekday off-peak periods, and every 60 to 120 minutes during evenings. On weekends in the horizon year, service will operate every 120 minutes. The forecasted ridership on the Project using current year inputs of population and employment is 2,000 daily linked trips.

The Revenue Service Date for the Project is September 15, 2019.

Attachment 1A

**Florida Department of Transportation (FDOT)
Central Florida Commuter Rail Transit Project Phase 2 South
Orlando, Florida**

Project Vicinity Map

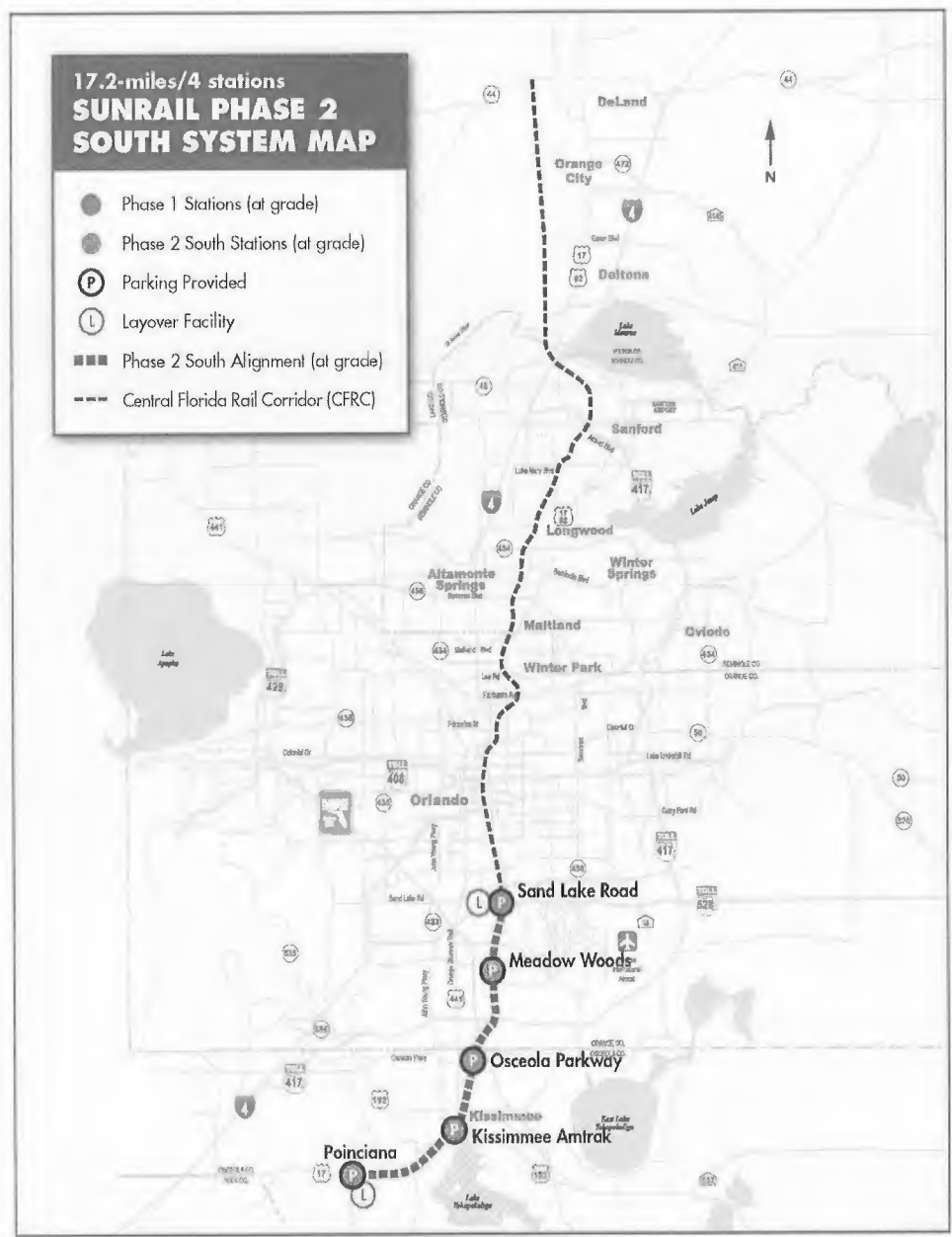


Attachment 1B

Florida Department of Transportation (FDOT) Central Florida Commuter Rail Transit Project Phase 2 South Orlando, Florida

Project Location Map

Central Florida Commuter Rail Transit (SunRail) Phase 2 South | Orlando, Florida



Attachment 2

Florida Department of Transportation (FDOT) Central Florida Commuter Rail Transit Project Phase 2 South Orlando, Florida

Project Description

Narrative Description

The Central Florida Commuter Rail Transit Project Phase 2 South (the Project) consists of the design and construction of a 17.2-mile commuter rail transit line to extend regional commuter rail service south from the completed Phase 1 Project corridor to four new stations in Orange and Osceola Counties.

Project Description by Standard Cost Category

The following provides a description of the Project by Standard Cost Category (SCC). These SCCs are the basis for the Baseline Cost Estimate and the Baseline Schedule contained in Attachment 3 and Attachment 4, respectively.

SCC 10 – Guideway and Track Elements

This SCC includes guideway and track elements including sitework, excavation, new ballasted track construction, track upgrades and re-alignment, aerial structures, retaining walls, and special trackwork. This SCC includes new track construction and track work including rails, ties, ballast, and fasteners that will be required to place rail in suitable condition for the commuter rail operation.

This SCC also includes track upgrades and track realignments. Siding and Yard tracks will be upgraded to Class IV mainline track quality. This work includes surfacing, ties, and addition of Continuous Welded Rail.

There are five existing bridge locations in the Project alignment requiring construction work. At one location where the existing mainline structure is in good condition a new second track structure will be built. Three existing bridges in the Project will be replaced using box culverts and fill of sufficient length to support the new second track. The existing timber trestle at Shingle Creek will be replaced and a new parallel second track bridge will also be constructed.

SCC 20 – Stations, Stops, Terminals, Intermodal

This SCC includes sitework and excavation for at-grade station platforms with mini-high platforms, platform amenities, inter-track fencing, and platform surfaces. The Project includes four stations: Meadow Woods, Osceola Parkway, Kissimmee, and Poinciana. The platforms include elements such as canopies, benches, decorative pavers, lighting, water fountains, trash receptacles, fare collection equipment, kiosks, communications systems, security and other elements for the construction of commuter rail stations as required.

SCC 30 – Support Facilities: Yard, Shops, Administration Buildings

This SCC includes a Vehicle Storage and Light Maintenance Facility (VSLMF) adjacent to the Poinciana Station at the south end of the corridor. The VSLMF will include a crew building,

inspection track, fueling facility and overnight storage track. The VSLMF site work includes excavation and grading, drainage, a stormwater pond, access roads and site parking, security fencing and access control, wayside power and air and new track construction with new turnouts.

The existing Vehicle Storage and Maintenance Facility (VSMF) at Sanford will continue to be used as the main storage and maintenance facility for the SunRail service. No changes are required for the existing VSMF yard facilities. The existing Operations Control Center/Administrative Building will continue as the central office for the CFRC/SunRail operations. The Amtrak Auto Train facility at Sanford, FL, will continue to be utilized for vehicle inspections and maintenance services. No modifications to facilities are required. Exterior train wash services will continue to be performed at this site.

SCC 40 – Sitework and Special Conditions

This SCC includes the following subcategories:

- Utility work including but not limited to new utility connections, stormwater ponds, platform lighting, vehicle area lighting, and general use power at each of the four proposed station sites. In addition, due to new second track alignment and realignment of miles of existing track in specific areas, the relocation of fiber optic cables will be required. There are also portions of a 16-inch gas pipeline to be relocated at the proposed Meadow Woods Station site (outside of the right of way for train service).
- Required remediation within the Meadow Woods site was already completed. Although no remediation was required at the Kissimmee Station site, there remains some potential for encountering remnants of the abandoned rail spur during construction activities. Hazardous material removal/mitigation and disposal including but not limited to the removal and disposal of health hazard materials and treatment of potential contaminated soil and groundwater at Meadow Woods and Kissimmee station sites is included.
- Environmental mitigation (wetland mitigation) is required for the Project with the majority located at the Osceola Parkway Station. There are no wetland impacts associated with either the proposed Kissimmee or Poinciana Station sites. Mitigation required for the corridor as well as the Shingle Creek Bridge and a culvert replacement were also identified.
- There are culvert locations of varying sizes within the Project mainline that will require extensions.
- Pedestrian/bike access and accommodation; landscaping including irrigation, vegetation, art-in-transit, fencing, pre-fabricated wall systems and pedestrian rail crossings and concrete walkways from the bus areas to the platforms will be incorporated at select station locations. The Project includes signage throughout station sites, concrete sidewalks in parking areas, sidewalks to platforms and to at-grade pedestrian crossings.
- All park-and-ride stations include individual station parking requirements, pedestrian circulation and access, roadway network access and local traffic and bus circulation requirements. This includes vehicular circulation, signal and intersection modifications, pedestrian walkways, surface parking, bus multi-bay parking (excluding Kissimmee, which has an adjacent bus SuperStop), circulation roadways and signage.
- Project construction occurs along a 17.2-mile active freight and passenger rail line through Taft Yard with connections to freight rail sidings and several side tracks. Most of the mainline corridor track and signals construction activities/work will take place within

25 feet of the tracks and will have the potential to interfere with the safe travel of trains. There will also be the need for temporary trackwork/diversion at station and bridge sites during construction.

SCC 50 – Systems

Signal Systems

This SCC includes the design, fabrication, installation, testing, commissioning and cutover of a new wayside Traffic Control System (CTC/TCS) signal system. The Project wayside signal system will include installation of new wayside signal equipment including new microprocessor-based control points, modifications to existing control points, all new wayside signals, coded track and electric locks and upgrades to the existing grade crossing warning system (vehicular and pedestrian) compatible with the existing system.

Fare Collection

Fare collection provides for the purchase and installation of self-service fare collection equipment, including ticket vending machines, platform ticket validator units, hand held ticket validator units spare parts, fare media/smart cards, training and technical support. Each station will be equipped with a combination of full service ticket vending machine with bank note recycler, cashless ticket vending machines and station platform ticket validator units.

Traffic Signals

There are intersections potentially needing pre-emption to provide advance train detection/relief from queuing over the railway grade crossings.

Highway and Pedestrian Grade Crossings

Within Phase 2 South, there are 24 highway-rail grade crossings of which some are in the new second track construction area. Two crossings have been identified for closure and one crossing is being relocated.

There are signalized pedestrian at-grade crossings with additional safety features included at proposed stations.

Communications

The existing Operations Control Center will be modified to include the Control Points added in Phase 2 South. Communication between the Operations Control Center and wayside / station equipment will be accomplished with a Fiber Optic Communications System. The radio system installed as part of the Phase 1 IOS Project will also be used for the Phase 2 South Project. The existing radio locations within the Phase 2 South track section will be tied into the new Fiber Optic Communications system.

A Public Address system, Variable Message signs (electronic), Passenger Assistance Telephone, Emergency Call Box and CCTV cameras are included in the station amenities.

Supervisory Control and Data Acquisition (SCADA) system will send intrusion alarms, equipment failure alarms, loss of power alarms and remote alarm and remote control functions to the Operations Control Center.

SCC 60 – Right of Way, Land, Existing Improvements

This SCC includes the cost of purchasing real properties for the stations and equipment, and the cost of residential and/or business relocations. Also included in this SCC is the demolition, removal and disposal, and clearing and grubbing for each station site and the associated parking areas.

SCC 70 – Vehicles

This SCC provides for the procurement, manufacture, delivery, testing and commissioning of two train sets consisting of a locomotive and two passenger cars for Phase 2 South opening day.

Rolling stock for Phase 2 South was procured under options in the Phase 1 Project contracts. FDOT exercised the option with Motive Power, Inc. (MPI) to purchase two additional locomotives on May 1, 2012. FDOT exercised the option with Bombardier to purchase one additional coach and three cab cars on August 14, 2012. The locomotives, cab cars, and coach car required for operations were received in 2014. The vehicle procurement includes the vehicles, spare parts and agency inspection.

SCC 80 – Professional Services

This SCC encompasses the costs of all professional, technical and management services, intergovernmental agreements and related costs during the phases of the project.

- Preliminary Engineering and Engineering includes the professional services to prepare 100% design concept plans for inclusion in the Design/Build procurement documents for the railroad infrastructure and stations.
- Project management for design and construction includes the cost of the FDOT's staff and other contracted professional services required to manage and administer the project.
- Construction administration and management includes the professional construction management services required to manage and administer the construction work.
- Surveys, testing, investigation, and inspection include the professional services required to conduct field surveys, testing, inspection and investigation during construction.
- Start-up and testing for the system includes the costs necessary to conduct start-up and testing for the following project elements: corridor systems, station facilities, fare collection equipment, station amenities, OCC upgrades and VSLMF.

SCC 90 – Unallocated Contingency

The purpose of contingency is to reduce the probability that the final costs for a defined scope of work will exceed the sum of estimated costs with contingency.

This SCC represents the unallocated contingency portion of the Project Baseline Cost Estimate. It provides a funding source to address general project risks, such as market fluctuations and changes in regulatory requirements. It also covers unforeseen expenses and cost estimate variances. This unallocated contingency is in addition to the allocated contingency included in

SCC 10 to 80. The Base Year Cost includes a total contingency of approximately 20.3% with a distribution of 4.1% allocated and 16.2% unallocated.

SCC 100 – Finance Charges

This SCC includes finance charges expected to be paid by the project sponsor/grantee prior to either the completion of the project or the fulfillment of the New Starts funding commitment, whichever occurs later in time. Osceola County is seeking a State Infrastructure Bank to cover their respective funding commitments to the Project capital costs.

Attachment 3

Florida Department of Transportation (FDOT) Central Florida Commuter Rail Transit Project Phase 2 South Orlando, Florida

Baseline Cost Estimate

Table 1 – BCE by Standard Cost Category

<i>Applicable Line Items Only</i>	YOE Dollars Total (X000)
10 GUIDEWAY & TRACK ELEMENTS (17.2 route miles)	29,286,985
10.01 Guideway: At-grade exclusive right-of-way	3,824,643
10.04 Guideway: Aerial structure	4,620,130
10.08 Guideway: Retained cut or fill	89,380
10.11 Track: Ballasted	15,741,866
10.12 Track: Special (switches, turnouts)	5,010,967
20 STATIONS, STOPS, TERMINALS, INTERMODAL (4)	8,799,563
20.01 At-grade station, stop, shelter, mall, terminal, platform	8,799,563
30 SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS	3,877,885
30.01 Administration Building: Office, sales, storage, revenue counting	302,690
30.04 Storage or Maintenance of Way Building	1,358,585
30.05 Yard and Yard Track	2,216,610
40 SITEWORK & SPECIAL CONDITIONS	29,324,128
40.01 Demolition, Clearing, Earthwork	963,412
40.02 Site Utilities, Utility Relocation	10,328,018
40.03 Haz. mat'l, contam'd soil removal/mitigation, ground water treatment	384,912
40.04 Environmental mitigation, e.g. wetlands, historic/archeologic, parks	1,063,677
40.05 Site structures including retaining walls, sound walls	1,413,887
40.06 Pedestrian / bike access and accommodation, landscaping	3,268,555
40.07 Automobile, bus, van accessways including roads, parking lots	6,611,884
40.08 Temporary Facilities and other indirect costs during construction	5,289,784
50 SYSTEMS	34,527,265
50.01 Train control and signals	14,878,726
50.02 Traffic signals and crossing protection	6,030,201
50.05 Communications	10,438,038
50.06 Fare collection system and equipment	1,863,991
50.07 Central Control	1,316,310
Construction Subtotal (10 - 50)	105,815,827
60 ROW, LAND, EXISTING IMPROVEMENTS	11,714,049
60.01 Purchase or lease of real estate	11,034,517
60.02 Relocation of existing households and businesses	679,532
70 VEHICLES (number)	15,999,164
70.03 Commuter Rail	15,427,921
70.07 Spare parts	571,243
80 PROFESSIONAL SERVICES (applies to Cats. 10-50)	26,993,366
80.01 Project Development	3,284,284
80.02 Engineering	11,568,495
80.03 Project Management for Design and Construction	3,179,315
80.04 Construction Administration & Management	6,358,631
80.07 Surveys, Testing, Investigation, Inspection	433,773
80.08 Start up	2,168,867
Subtotal (10 - 80)	160,522,406
90 UNALLOCATED CONTINGENCY	25,362,781
Subtotal (10 - 90)	185,885,187
100 FINANCE CHARGES	984,143
Total Project Cost (10 - 100)	186,869,330

Attachment 3

Florida Department of Transportation (FDOT)
Central Florida Commuter Rail Transit Project Phase 2 South
Orlando, Florida

Baseline Cost Estimate

Table 2 – Inflated Costs to Year of Expenditure

	Base Year Dollars w/o Contingency (X000)	Base Year Dollars Allocated Contingency (X000)	Base Year Dollars TOTAL (X000)	Inflation Factor	YOE Dollars TOTAL (X000)
10 GUIDEWAY & TRACK ELEMENTS (17.2 route miles)	26,258,868	1,312,943	27,571,811	1.0622	29,286,985
20 STATIONS, STOPS, TERMINALS, INTERMODAL (4)	7,939,888	396,994	8,336,882	1.0555	8,799,563
30 SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS	3,382,210	169,111	3,551,321	1.0920	3,877,885
40 SITEWORK & SPECIAL CONDITIONS	26,612,995	1,384,652	27,997,647	1.0474	29,324,128
50 SYSTEMS	30,453,795	1,522,690	31,976,485	1.0798	34,527,265
60 ROW, LAND, EXISTING IMPROVEMENTS	11,634,517	79,532	11,714,049	1.0000	11,714,049
70 VEHICLES (number)	15,980,414	18,750	15,999,164	1.0000	15,999,164
80 PROFESSIONAL SERVICES (applies to Cats. 10-50)	25,005,993	1,130,267	26,136,260	1.0328	26,993,366
90 UNALLOCATED CONTINGENCY			23,869,806	1.0625	25,362,781
100 FINANCE CHARGES			926,787	1.0619	984,143
Total Project Cost (10 - 100)			178,080,211	1.0494	186,869,330

Attachment 3

**Florida Department of Transportation (FDOT)
Central Florida Commuter Rail Transit Project Phase 2 South
Orlando, Florida**

Baseline Cost Estimate

Table 3 – BCE by Source of Funding

	Total Project Cost in YOE Dollars (X000)	Federal 5309 New Starts	Local
10 GUIDEWAY & TRACK ELEMENTS (17.2 route miles)	29,286,985	14,643,493	14,643,493
20 STATIONS, STOPS, TERMINALS, INTERMODAL (4 Stations)	8,799,563	4,399,782	4,399,782
30 SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS	3,877,885	1,938,943	1,938,943
40 SITEWORK & SPECIAL CONDITIONS	29,324,128	14,662,064	14,662,064
50 SYSTEMS	34,527,265	17,263,633	17,263,633
60 ROW, LAND, EXISTING IMPROVEMENTS	11,714,049	5,857,024	5,857,024
70 VEHICLES (2 locomotives and 4 commuter rail cars)	15,999,164	7,999,582	7,999,582
80 PROFESSIONAL SERVICES (applies to Cats. 10-50)	26,993,366	13,496,683	13,496,683
90 UNALLOCATED CONTINGENCY	25,362,781	12,681,391	12,681,391
100 FINANCE CHARGES	984,143	492,071	492,071
Total Project Cost (10 - 100)	186,869,330	93,434,665	93,434,665

Sources of Federal Funding and Matching Share Ratios				
	Costs Attributed to Source of Funds (X000)	Federal/ Local Matching Ratio within Source	All Federal Funds (X000)	Local Funds (X000)
Federal 5309 New Starts	186,869,330	50/50	93,434,665	93,434,665
Total	186,869,330		93,434,665	93,434,665
Overall Federal Share of Project			50.00%	
New Starts Share of Project			50.00%	

Attachment 3A

**Florida Department of Transportation (FDOT)
Central Florida Commuter Rail Transit Project Phase 2 South
Orlando, Florida**

Project Budget

Table 3A – Scope and Activity Description

Scope and Activity Description		Qty	Total Federal %	Federal 5309 New Starts		Total Project Cost in YOE Dollars (X000)
Scope Code	ALI Code			Scope and Activity Line Item Descriptions	Federal	
14010	140110					
		17.20	50.00%	14,643,493	14,643,493	29,286,985
14020	140220	4	50.00%	4,399,782	4,399,782	8,799,563
14030	140330		50.00%	1,938,943	1,938,943	3,877,885
14040	140440		50.00%	14,662,064	14,662,064	29,324,128
14050	140550		50.00%	17,263,633	17,263,633	34,527,265
14060	140660		50.00%	5,857,024	5,857,024	11,714,049
14070		6	50.00%	7,999,582	7,999,582	15,999,164
	131324	2	50.00%			5,135,344
	131323	4	50.00%			10,863,820
14080	140880		50.00%	13,496,683	13,496,683	26,993,366
14090	140990		50.00%	12,681,391	12,681,391	25,362,781
14100	141010		50.00%	492,071	492,071	984,143
Total Project Cost (10 - 100)			50.00%	93,434,665	93,434,665	186,869,330

Attachment 4

Florida Department of Transportation (FDOT)
 Central Florida Commuter Rail Transit Project Phase 2 South
 Orlando, Florida

Baseline Schedule

SCHEDULE	Start Date	End Date	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
10 GUIDEWAY & TRACK ELEMENTS (17.2 route miles)	12/22/15	09/15/19														
20 STATIONS, STOPS, TERMINALS, INTERMODAL (4 Stations)	12/22/15	09/15/19														
30 SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS	12/22/15	09/15/19														
40 SITEWORK & SPECIAL CONDITIONS	12/22/15	09/15/19														
50 SYSTEMS	12/22/15	09/15/19														
60 ROW, LAND, EXISTING IMPROVEMENTS	08/27/08	06/03/15														
70 VEHICLES (2 locomotives and 4 commuter rail cars)	05/01/12	09/26/14														
80 PROFESSIONAL SERVICES (applies to Cats. 10-50)	01/02/11	09/15/19														
90 UNALLOCATED CONTINGENCY	12/22/15	09/15/19														
100 FINANCE CHARGES	10/01/15	06/30/18														
Revenue Ops / Closeout of Project	09/15/19	09/15/21														
Before and After Study: Two years post Rev Ops	09/15/19	09/15/21														
Fulfillment of the New Starts funding commitment (FY16)		09/30/16														
Completion of project close-out, resolution of claims		09/15/20														

Attachment 5

**Florida Department of Transportation (FDOT)
Central Florida Commuter Rail Transit Project Phase 2 South
Orlando, Florida**

Prior Grants and Related Documents

As shown in the table below, one grant has been awarded for the Central Florida Commuter Rail Transit Project Phase 2 South (the Project). The grant, awarded to the Florida Department of Transportation, was for Preliminary Engineering, and is included in the FFGA.

I. Prior Grants (Not Included in the FFGA)

None

II. Related Documents

- | | |
|---|--------------------|
| 1. Locally Preferred Alternative Adopted in the Financially Constrained Long Range Plan (Metroplan Orlando) | June 8, 2005 |
| 2. Environmental Assessment (EA) | December 15, 2006 |
| 3. Approval to Enter Preliminary Engineering | March 12, 2007 |
| 4. Finding of No Significant Impact (FONSI) | April 27, 2007 |
| 5. Supplemental EA | May 8, 2008 |
| 6. Addendum to the FONSI | July 22, 2008 |
| 7. Second Supplemental EA | May 20, 2010 |
| 8. Second Addendum to the FONSI | September 10, 2010 |
| 9. Grandfathered into MAP-21 Engineering | 2012 |

III. FFGA Grant History (Grants under FFGA)

Project No.	Obligation Date	Federal Amount	Funding Source	Purpose
FL-03-0323-01	08/07/2008	\$2,427,245	Section 5309	Preliminary Engineering
Total Prior Grants (FFGA)		\$2,427,245		

Attachment 6

**Florida Department of Transportation (FDOT)
Central Florida Commuter Rail Transit Project Phase 2 South
Orlando, Florida**

Schedule of Federal Funds

Section 20008 of the Moving Ahead for Progress in the 21st Century Act (Pub. L. 112-141: July 6, 2012) ("MAP-21") authorizes FTA to award Federal major capital investment (New Starts) funds for design and construction of the Central Florida Commuter Rail Transit Project Phase 2 South (the Project). In accordance with Federal transit law at 49 U.S.C. Chapter 53 and FTA Circular 5200.1A, Full Funding Grant Agreements Guidance (December 5, 2002), by the execution of this Agreement the Government is limiting its commitment to provide New Starts funding for the Project to those funds that have been or may be appropriated during the term of MAP-21 and subsequent authorizations. The Government and the Grantee recognize, however, that the period of time necessary to complete the Project will extend beyond MAP-21, as evidenced by Attachment 4 of this Agreement (Baseline Schedule).

Currently, the Government and the Grantee anticipate that the New Starts funds will be provided for the Project as follows:

**Proposed Schedule of Federal Funds
(Based on Year of Appropriation)**

Fiscal Year	Federal Section 5309 New Starts	Local¹	Total
2015 and prior	\$42,427,245	\$42,427,245	\$84,854,490
2016	\$51,007,420	\$51,007,420	\$102,014,840
Total	\$93,434,665	\$93,434,665	\$186,869,330

¹ Sources of local funding include the State of Florida State Transportation Trust Fund, Orange County general funds, and an Osceola County State Infrastructure Bank loan.

Attachment 7

Florida Department of Transportation (FDOT) Central Florida Commuter Rail Transit Project Phase 2 South Orlando, Florida

Measures to Mitigate Environmental Impacts

The environmental record for the Central Florida Commuter Rail Transit Project (the Project) consists of the following documents:

- Environmental Assessment (December 15, 2006)
- Finding of No Significant Impact (April 27, 2007)
- Supplemental Environmental Assessment (May 8, 2008)
- Addendum to the Finding of No Significant Impact (July 22, 2008)
- Second Supplemental Environmental Assessment (May 20, 2010)
- Second Addendum to the Finding of No Significant Impact (September 10, 2010)

The mitigation measures and other Project features that reduce adverse impacts, to which FTA and the Florida Department of Transportation (FDOT) committed in the environmental record, may not be eliminated from the Project, except by FTA's written consent in accordance with applicable laws and regulations. Attached to the Addendum and the Second Addendum to the Finding of No Significant Impact is a "Summary of Mitigation Measures," which briefly describes the mitigation measures in the above environmental record that pertain to the Project and which identifies the party responsible for each mitigation measure. Its purpose is to facilitate monitoring and implementation of the mitigation measures during final design and construction. That table, and its periodic revisions to update the implementation status of the mitigation measures, is incorporated herein by reference and will be presented periodically at quarterly review meetings.

Attachment 8

Florida Department of Transportation (FDOT) Central Florida Commuter Rail Transit Project Phase 2 South Orlando, Florida

Implementation of a Before and After Study

The Florida Department of Transportation (FDOT) will assemble information and conduct analyses to identify the actual performance of the Central Florida Commuter Rail Transit Phase 2 South Project (the Project), evaluate the reliability of technical methods used during the planning and development of the Project, and identify potentially useful improvements to those methods. A Before and After Study Plan has been completed and submitted to the Federal Transit Administration. The plan addresses the following requirements:

I. Required information

FDOT will assemble information on five key characteristics of the Project and its associated transit services:

- a) Project Scope: The physical components of the Project, including environmental mitigation;
- b) Transit Service Plans: the operating characteristics of the new service and relevant transit services in the corridor;
- c) Capital Costs: the total cost of construction, vehicles, engineering, management, testing, land acquisition, and other capital expenses ;
- d) Operations and maintenance costs: the incremental operation and maintenance costs for the Project and the transit system; and
- e) Ridership Patterns and User Benefits: Incremental ridership, origin/destination patterns of transit riders, travel time savings for passengers and incremental farebox revenues for the transit system.

II. Milestones

FDOT will assemble those data items that are available at three key milestones in the development and operation of the Project.

- a) Predictions: Documentation of forecasts developed for capital costs, O&M costs, ridership, and fare revenues will be preserved. The physical scope, proposed service levels, and assumptions will also be documented at the time of entry into preliminary engineering, entry into final design, and prior to the full funding grant agreement.
- b) Before conditions: Prior to the start of revenue service, transit service levels, O&M costs, and ridership levels will be documented.

- c) After conditions: Two years after opening for revenue service, actual capital costs, O&M costs, and ridership levels for the Project will be documented. The physical (as-built) scope and service levels (as operated), as well as any adjustments to other transit services in the corridor, will also be described.

III. Timetable

FDOT has prepared a detailed work plan that describes the technical activities and steps that will be taken to assemble the required information described above and conduct assessments of the actual results of the Project and accuracy of predictions of those results.

FDOT will compile collected data for the Before and After Study two years after the revenue service date and will provide a completed report to the FTA within three months.