



U.S. Department
of Transportation
**Federal Transit
Administration**

Administrator

1200 New Jersey Ave., S.E.
Washington, DC 20590

July 18, 2011

Mr. Ananth Prasad
Secretary of the Florida Department
of Transportation
605 Suwannee Street
Tallahassee, FL 32399-0450

Dear Secretary Prasad:

I am pleased to advise you that the Florida Department of Transportation's (FDOT) application for a Full Funding Grant Agreement (FFGA) for the Central Florida Commuter Rail Transit Project (Project) has been approved. The total Project cost is \$357,225,011 with \$178,612,505 being proposed from Section 5309 New Starts funds, and the balance of \$178,612,506 from FDOT and other local sources. The Federal/local matching ratio for the Project is 50 percent Federal/50 percent local. Prior awards of \$8,353,855 in capital New Starts earmarks through FY 2007 for preliminary engineering are included in the FFGA total.

The FFGA sets forth the scope of the undertaking that will be constructed using Federal and local funds and the mutual understandings, terms, and conditions that will govern the Project. Enclosed are copies of the Approved Project Budget and four counterparts of a Notification of Grant Approval executed on behalf of this Administration. Instructions that you should follow in executing these counterparts are included. Grant number FL-03-0323-02 must be executed in the Federal Transit Administration's TEAM system.

If you have any questions regarding the enclosed materials, please contact Ms. Yvette Taylor, Regional Administrator, at (404) 865-5600.

Sincerely yours,

Peter Rogoff

Enclosures

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
WASHINGTON, DC 20590**

FULL FUNDING GRANT AGREEMENT

**FLORIDA DEPARTMENT OF TRANSPORTATION
CENTRAL FLORIDA COMMUTER RAIL TRANSIT PROJECT
FL-03-0323-02**

TABLE OF CONTENTS

PAGE

FULL FUNDING GRANT AGREEMENT		
FULL FUNDING GRANT AGREEMENT TERMS AND CONDITIONS		
SECTION 1	DEFINITIONS	4
SECTION 2	PURPOSES OF AGREEMENT	6
SECTION 3	PREVIOUS FEDERAL DOCUMENTS AND GRANTS	7
SECTION 4	OBLIGATION TO COMPLETE THE PROJECT	7
SECTION 5	REVENUE OPERATIONS DATE	8
SECTION 6	NET PROJECT COST	9
SECTION 7	ESTIMATED NET PROJECT COST	9
SECTION 8	LIMITATIONS OF THE FEDERAL FUNDING COMMITMENT	10
SECTION 9	FEDERAL FUNDING – OTHER SOURCES	10
SECTION 10	LOCAL FINANCIAL COMMITMENT – CAPITAL COSTS	11
SECTION 11	AUTHORIZATION TO ADVANCE PROJECT WITHOUT PREJUDICE	11
SECTION 12	LOCAL FINANCIAL COMMITMENT – OPERATING AND MAINTENANCE COSTS	12
SECTION 13	BASELINE COST ESTIMATE	12
SECTION 14	BASELINE SCHEDULE	13
SECTION 15	PROJECT MANAGEMENT OVERSIGHT	13
SECTION 16	ENVIRONMENTAL PROTECTION	13
SECTION 17	LABOR PROTECTION	14
SECTION 18	GOVERNMENT ACTIONS	14
SECTION 19	REMEDIES	14
SECTION 20	CONTENTS OF AGREEMENT	15
SECTION 21	SIMULTANEOUS CREATION OF AGREEMENT IN ELECTRONIC FORMAT	16
SECTION 22	AMENDMENTS TO AGREEMENT	16
SECTION 23	ATTACHMENTS – INCORPORATION	16
SECTION 24	NOTICES	16
SECTION 25	APPLICABLE LAW	17
SECTION 26	AWARD AND EXECUTION OF AGREEMENT	17

ATTACHMENTS

ATTACHMENT 1	SCOPE OF THE PROJECT
ATTACHMENT 1A	VICINITY MAP
ATTACHMENT 1B	PROJECT MAP
ATTACHMENT 2	PROJECT DESCRIPTION
ATTACHMENT 3	BASELINE COST ESTIMATE
ATTACHMENT 3A	PROJECT BUDGET
ATTACHMENT 4	BASELINE SCHEDULE
ATTACHMENT 5	PRIOR GRANTS AND RELATED DOCUMENTS
ATTACHMENT 6	SCHEDULE OF FEDERAL FUNDS FOR THE PROJECT
ATTACHMENT 7	MEASURES TO MITIGATE ENVIRONMENTAL IMPACTS
ATTACHMENT 8	NEW STARTS “BEFORE AND AFTER” STUDY

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

**FULL FUNDING GRANT AGREEMENT
(FTA FFGA-17, October 1, 2010)**

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(17), October 1, 2010, <http://www.fta.dot.gov/documents/17-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-03-0323-02

Grantee: Florida Department of Transportation (FDOT)

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

Estimated Net Project Cost: \$357,225,011

Maximum FTA Amount Awarded [Including This Amendment]: \$61,223,855

Amount of This FTA Award: \$52,870,000

Maximum Federal New Starts Financial Contribution: \$178,612,505

Maximum Percentages of FTA Participation: 50%

Maximum Percentages of New Starts Participation: 50%

U.S. Department of Labor Certifications of Public Transportation Employee Protective Arrangements:

Original Project

Numbers

FL-03-0323-00

FL-03-0323-02

Certification Dates

06/19/2007

05/27/2011

Revenue Operations Date: May 1, 2014

Project Description: The Central Florida Commuter Rail Transit Project (the Project) consists of a new, 32-mile commuter rail transit line that would provide service from Volusia County through Seminole County, to Orange County and downtown Orlando. The Project includes 12 new commuter rail stations and the construction of a Vehicle Storage and Maintenance Facility (VSMF) and operations control center at Rand Yard in Sanford.

The Project would operate along the existing CSX Transportation (CSXT) "A"-Line corridor, which the Florida Department of Transportation will purchase from CSXT. The Project would operate entirely at-grade, sharing track with freight service provided by CSXT and Florida Central Railroad and intercity passenger rail service provided by Amtrak.

The Project scope includes seven locomotives and 14 passenger cars, approximately 18 miles of additional second track that will be added to the existing 11 miles of double track, a new railway wayside signal and communication system, grade crossing upgrades, station platforms and canopies at all 12 stations, park and ride lots at seven stations, and other elements necessary to achieve Project implementation. The VSMF complex in Rand Yard will provide the location for performance of light maintenance and daily inspections. Car wash services and heavy vehicle maintenance will be provided at the existing Amtrak Auto Train Yard in Sanford.

For a more detailed description, see Attachments 1 and 2 to the Full Funding Grant Agreement.

**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 (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 and/or acquisition of the Central Florida Commuter Rail Transit Project (hereafter, the “Project”) will effectively and efficiently serve the transportation needs of metropolitan Orlando.

WHEREAS, the Grantee has developed a Financing 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 previously provided \$8,353,855 in capital New Starts funds for development of 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 \$178,612,505 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 based on the results of an alternatives analysis and preliminary engineering; is justified based on a comprehensive review of its mobility improvements, environmental benefits, cost effectiveness, land use, economic development effects, and operating efficiencies; and 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.j 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.

“Financing 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 public transportation 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.

“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.

“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 2011 by FTA Form MA(17) (October 1, 2010).

“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 transportation/multi-modal 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 Operations 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 operation 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 in writing 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 OPERATIONS DATE

- (a) The Grantee agrees and promises to achieve revenue operations of the Project on or before May 1, 2014, the Revenue Operations Date, in accordance with the terms and conditions of this Agreement.
- (b) The Revenue Operations 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 Operations 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 Operations 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 Operations 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 Operations 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 Operations Date.
- (c) Delays in appropriations of funds from Congress shall not constitute a basis for extension of the Revenue Operations Date.
- (d) The Government's consent to extend the Revenue Operations 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.

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 49 U.S.C. § 5309(h), 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 Federal 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 \$357,225,011.
- (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) With its Award set forth in this Agreement, the Government obligates \$52,870,000 for a total award of \$ 61,223,855 in Federal capital New Starts financial assistance for the Project. 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.
- (b)(1) 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 addition to the amount set forth in Paragraph (a) of this Section 8. The amount of additional Federal capital New Starts funds the Government may provide will not exceed \$117,388,650. The anticipated sources of Federal financial assistance in this additional amount are listed in Attachment 6 to this Agreement, "Schedule of Federal Funds for the Project." Additional 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.
- (b)(2) The award by the Government of additional Federal capital New Starts financial assistance to the Project under Paragraph (b)(1) 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.
- (c) The Maximum Federal New Starts Financial Contribution for this Project under the Federal capital New Starts category of funds is limited to \$178,612,505, which is the sum of the amounts set forth in Paragraphs (a) and (b)(1) of this Section.

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 Federal 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 Financing Plan for financing all Project Costs necessary to complete the Project. In addition to the amount of Federal funds requested, the Financing 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 Financing 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 public transportation 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 \$178,612,506. 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 Financing 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 without prejudice to possible future Federal participation in or reimbursement of Project Costs to the extent that such costs are incurred in accordance with all Federal requirements applicable to 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 Financing 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 public transportation system. This Financing Plan, as accepted by the Government, and the supporting documentation (including specific funding commitments) evidencing stable and dependable funding sources is an essential part of the Grantee's Application and is 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 Financing 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 Financing 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 Operations 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 Operations 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 25 of the Master Agreement, “Environmental Requirements.” Under Subsection 25.I, “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 25 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 (U.S. DOL) Guidelines at 29 C.F.R. Part 215. These terms and conditions are identified in the letters of certification from U.S. DOL on the dates set forth on the first page of this Agreement. The Grantee will carry out the Project in compliance with the conditions stated in the U.S. DOL 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 the Government will 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 11 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 11 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 9.c of the Master Agreement, "Costs Reimbursed," 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(17) (October 1, 2010), 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, the typewritten version will prevail. Should any special conditions, requirements, or conditions of award for the Project be added separately in the electronic version, those special conditions, requirements, or conditions of award 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" (November 1, 2008), 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
Federal Transit Administration
230 Peachtree Street, N.W., Suite 800
Atlanta, Georgia 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.c of the Master Agreement, "Application of Federal, State, and Local Laws and 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
16th DAY OF July, 2011.

Signature: _____

Peter Rogoff

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
18th DAY OF July, 2011.

Signature: _____

Ananth Prasad, P.E.

Secretary

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

ATTESTED BY:

Signature: _____

Noranne P. Downs, P.E.

District Five Secretary

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 18th DAY OF July, 2011.

AFFIRMED BY:

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

Attachment 1

Florida Department of Transportation Central Florida Commuter Rail Transit Project Orlando, Florida

Scope of the Project

The Central Florida Commuter Rail Transit Project (the Project) consists of a new, 32-mile commuter rail transit line that would provide service from Volusia County through Seminole County, to Orange County and downtown Orlando. The Project includes 12 new commuter rail stations and the construction of a Vehicle Storage and Maintenance Facility (VSMF) and operations control center at Rand Yard in Sanford.

The Project would operate along the existing CSX Transportation (CSXT) "A"-Line corridor, which the Florida Department of Transportation will purchase from CSXT. The Project would operate entirely at-grade, sharing track 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 will include 29 miles of double track guideway and three miles of single track.

The Project scope includes seven locomotives and 14 passenger cars, approximately 18 miles of additional second track that will be added to the existing 11 miles of double track, a new railway wayside signal and communication system, grade crossing upgrades, station platforms and canopies at all 12 stations, park and ride lots at seven stations, and other elements necessary to achieve Project implementation. The VSMF complex in Rand Yard will provide the location for performance of light maintenance and daily inspections. Car wash services and heavy vehicle maintenance will be provided at the existing Amtrak Auto Train Yard in Sanford.

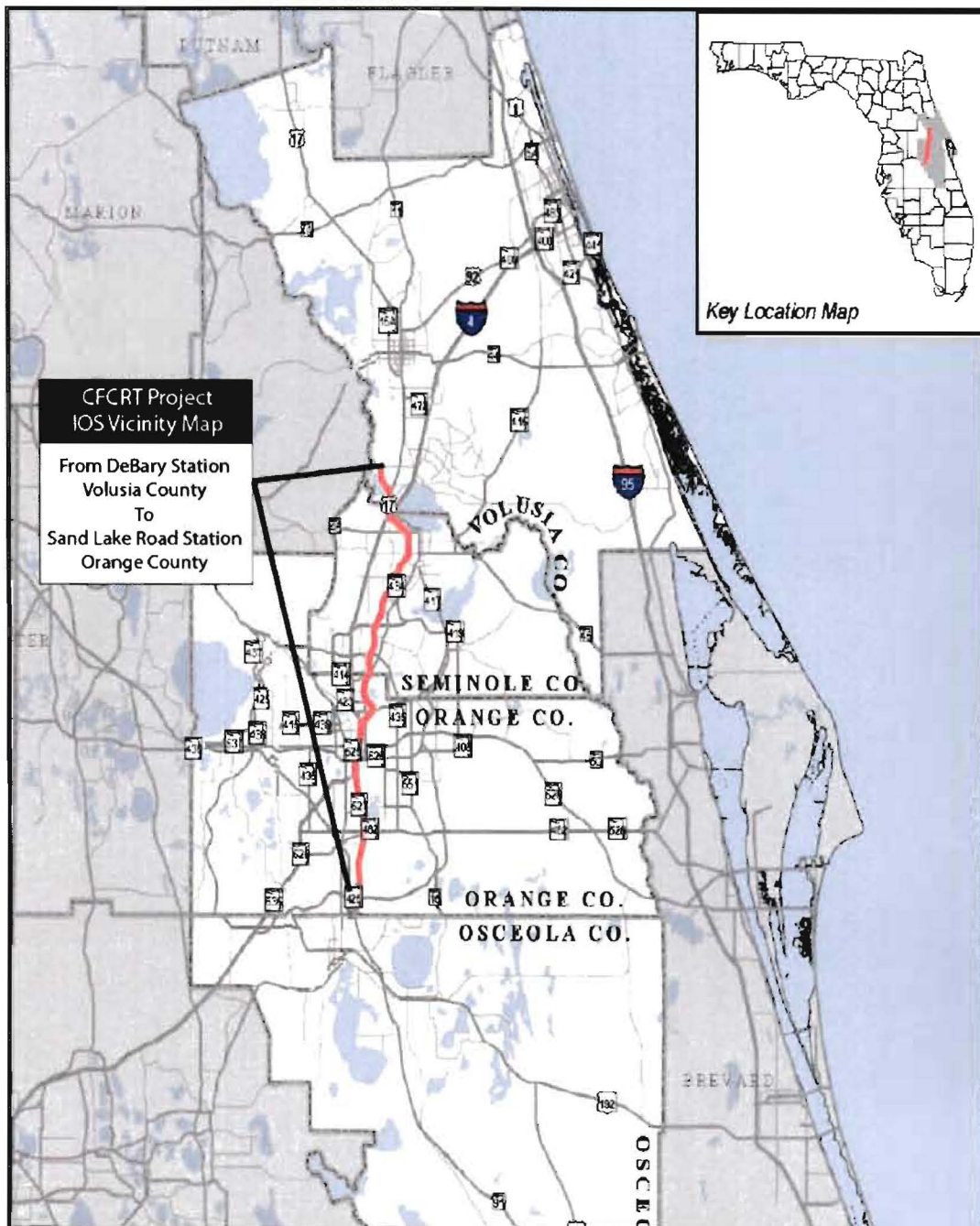
Hours of operation in 2030 will be from 5:30 a.m. to 10:30 p.m. on weekdays and from 8:00 a.m. to 10:00 p.m. on weekends. Service headways in 2030 will be 15 minutes in the weekday peak period, 30 minutes in the weekday off-peak, 60 minutes on weekday evenings, and 120 minutes on weekends. In the opening year of 2014, service headways will be 30 minutes in the weekday peak period and 120 minutes in the off-peak. There will be no weekend service in the opening year. The projected ridership in 2030 is approximately 7,400.

The Revenue Operations Date for the Project is May 1, 2014.

Attachment 1A

**Florida Department of Transportation
Orlando, Florida
Central Florida Commuter Rail Transit Project**

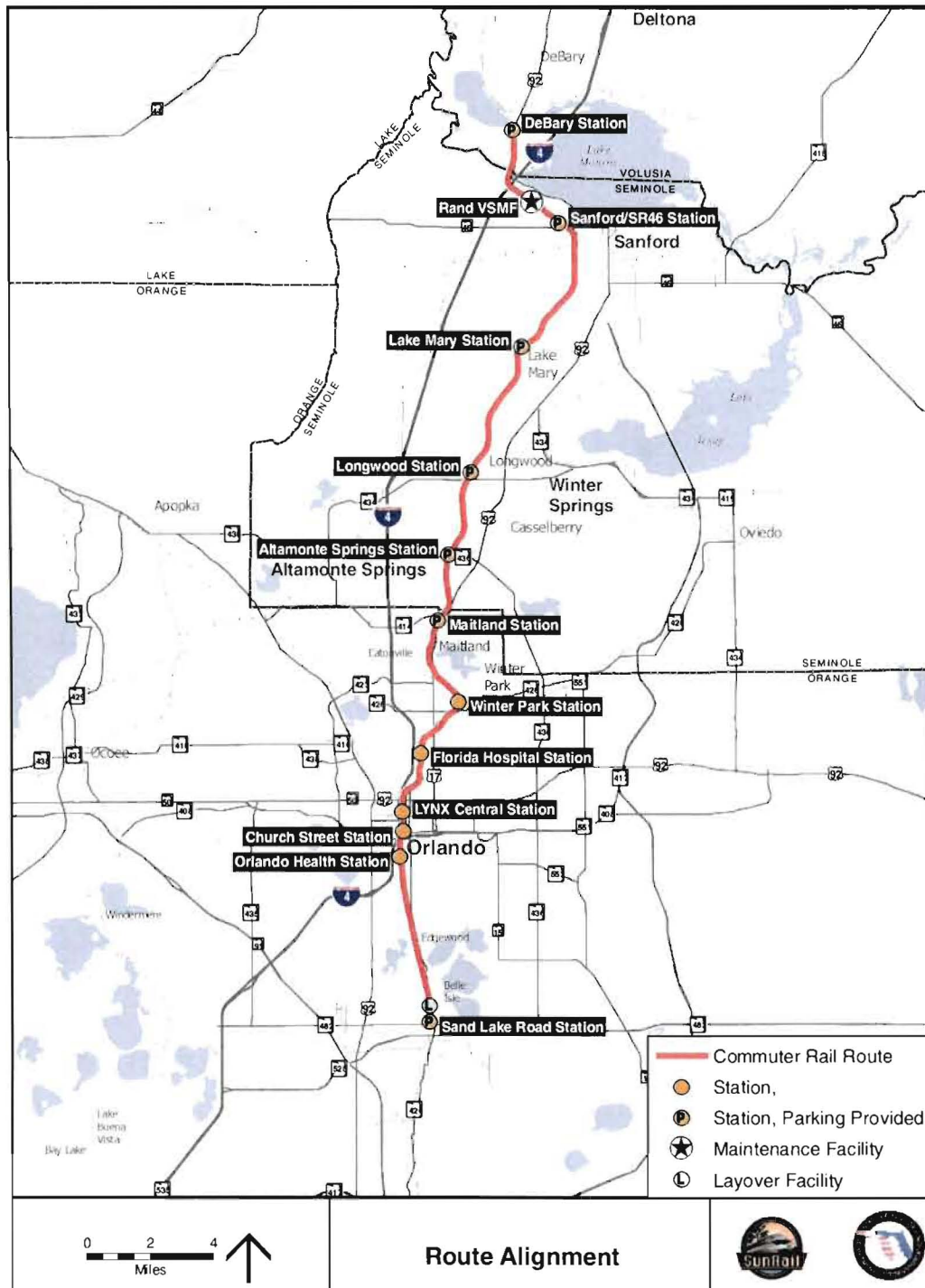
Project Vicinity Map



Attachment 1B

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

Project Location Map



Attachment 2

Florida Department of Transportation Central Florida Commuter Rail Transit Project Orlando, Florida

Project Description

Narrative Description

The Central Florida Commuter Rail Transit Project (the Project) consists of the design and construction of a 32-mile commuter rail transit line from DeBary Station in Volusia County through Seminole County and downtown Orlando to a terminus station at Sand Lake Road in Orange County. The Project includes 12 new stations, a new vehicle storage and maintenance facility, and an operations control center in Sanford.

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 adjacent to approximately 18 miles of existing single mainline track in five sections as described below. Track work includes rails, ties, ballast, and fasteners that will be required to place rail in suitable condition for the commuter rail operation. This includes replacing 100 feet of the existing timber trestle north approach to the St. Johns River bridge with a concrete trestle. A second track will be constructed in the following five sections of mainline track:

- From Fort Florida Road to north of the St. Johns River timber trestle bridge;
- From south of the St. Johns River to the existing Rand Yard;
- From McCracken Road to north of George Avenue;
- From approximately one mile south of SR 434 to north of Sybelia Avenue; and
- From Orlando Health/Amtrak station to Taft Yard.

This SCC also includes track upgrades and track realignments at the locations described below. Siding and Yard tracks will be upgraded to mainline track quality. This work includes surfacing, ties, and 115 Continuous Welded Rail.

The following track upgrades will be completed:

- The existing siding track at Longwood;
- The most easterly yard track in Kaley Yard will be upgraded to a third mainline track;
- The existing portion of Taft Yard Siding will be upgraded to a mainline track; and
- The existing portion of the Sanford Siding and Rand Yard Track will be upgraded to a mainline track.

The following track realignments will be completed:

- The track north of Lake Mary station will be realigned to accommodate a second track;

- The track adjacent to Old Lake Mary Road;
- The track south of County Road 427 will be realigned to accommodate a second track;
- The track between Prairie Lake Cove and Ballard Street will be realigned to accommodate a second track;
- The track between Merritt Street and Leonard Street;
- The track at the existing Winter Park and Orlando Health/Amtrak stations will be realigned to remove the center platform; and
- The track at Sand Lake Road station will be realigned to provide a third track for storage.

The proposed signal block layout results in 14 control points and requires new turnouts and crossovers. Systems work associated with interlockings are covered under line item SCC 50. All turnouts and crossovers are assumed to be 115# Continuous Welded Rail complete with switch ties. The new block layout includes removing 12 turnouts and relocating two turnouts.

SCC 20 – Stations, Stops, Terminals, Intermodal

This SCC includes sitework and excavation for at-grade station platforms with mini-high platforms, and platform amenities including canopies, hand railing, benches, trash receptacles, signage and platform surfaces. The Project includes 12 stations: DeBary, Sanford, Lake Mary, Longwood, Altamonte Springs, Maitland, Winter Park, Florida Hospital, LYNX, Church Street, Orlando Health/Amtrak, and Sand Lake Road.

This SCC includes the construction of two platforms at each station. The platforms include elements such as canopies, benches, decorative pavers, lighting, water fountains, trash receptacles, ticket vending machines, 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 new maintenance and storage tracks including excavation, site grading, stormwater management, and environmental cleanup, as necessary, at the VSMF at the Rand Yard in Sanford. This SCC also includes site preparation and construction of an Operations Control Center/Administration building within the VSMF. Site preparation includes grading, drainage, stormwater management ponds, parking, circulation roads, utilities, lighting and environmental cleanup, as necessary. Rand Yard is proposed to be used as the VSMF complex that will include a storage yard for mid-day and overnight storage for 21 rail vehicles, a Service and Inspection Shed with one pit track for a three vehicle consist, a vehicle fueling station, an Operations Control Center for monitoring and controlling all train operations on the corridor, administrative offices, and a staging and support area for maintenance of way activities.

Vehicle maintenance work that typically takes less than two hours such as daily inspections, light interior cleaning, bulb replacement and brake shoe replacement, will be performed at the Rand Yard facility. Amtrak will perform heavy maintenance on the Project rail vehicles at Amtrak's existing Sanford Auto Train facility. The Amtrak Sanford Auto Train Facility will be used for vehicle inspection and maintenance work that typically exceeds two hours. In addition, exterior car wash services will be performed at this site. The Sanford Amtrak Auto Train facility's north entrance will be upgraded to a control point to improve efficiency for entering and exiting the Auto Train facility.

This SCC also includes the construction of a midday storage layover facility to be located at the CSX Transportation Merchandise Yard at the north end of Taft Yard adjacent to the Sand Lake Road Station.

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 station sites. In addition, due to approximately 18 miles of new second track construction in specific areas, the relocation of fiber optic cables will be required.
- Hazardous material removal/mitigation and disposal including but not limited to the removal and disposal of health hazard materials such as asbestos, lead paint, and any underground storage tanks found on site. It also includes treatment of potential contaminated soil and groundwater.
- Environmental mitigation (wetland mitigation) at specific station sites and surcharge and monitoring at the Sand Lake Road station.
- Construction of a new triple barrel concrete box culvert for the new two-lane access road connecting to the VSMF and Operations Control Center in Rand Yard; modification of existing culverts along the mainline; noise and vibration monitoring and mitigation; and the construction of retaining walls at Lake Mary and Longwood stations.
- Pedestrian/bike access and accommodation; landscaping including irrigation, vegetation, art in transit, fencing, pre-fabricated wall systems and pre-fabricated pedestrian rail crossings and concrete walkways from the bus areas to the platforms at select station locations.
- The seven park-n-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, circulation roadways and signage.

SCC 50 – Systems

This SCC includes the railway signal system. This work includes the design, fabrication, installation, testing and commissioning and cutover of a new wayside Traffic Control System signal system and installation of new wayside equipment along the Project, including 14 control points and upgrades to the vehicular and pedestrian warning system at 96 existing grade crossings. The Traffic Control System will be designed to provide a 7.5 minute operational headway. Operations Control Center hardware, dispatching software design, closed-circuit television video hardware and software, installation, testing, training, and office communication equipment are included in this SCC.

The wayside signal system includes bi-directional signaling, all wayside signals, and solid state microprocessor-based control points with DC track circuits within the control point. The system will interface with the existing CSX Transportation signal system at the corridor hold points (corridor end points). Control points will use Advanced Train Control System (ATCS) radio for communication between the control points and ATCS base stations. Communication between ATCS base stations and the Operations Control Center will be via the new fiber optic network. The intermediate signals will operate on electronic coded track circuits. The wayside system will provide electric locks for all hand throw switches on the main track.

The grade crossing warning system will include an upgrade of the existing system consisting of the individual warning devices located at highway and pedestrian crossings. Upgrades to the crossing warning systems will include new houses and crossing warning devices as well as relocating existing warning devices and wiring new equipment into existing houses. The grade

crossing signal system will incorporate motion sensors or constant warning time devices. Selected grade crossings will be tied into the interlockings and/or the existing vehicular traffic signals.

There are 21 roadway intersections potentially needing pre-emption to provide advance train detection and relief from queuing over the railway grade crossing.

Most communications will flow through the Project Operations Control Center. Communications between the Operations Control Center and the wayside signal system equipment and station equipment will be accomplished using a new fiber optic cable installed over the 32 mile Project (and connected to the Florida Department of Transportation fiber network). The communication transmission systems include ATCS radio, VHF radio, a closed-circuit television system, variable message signs, ticket vending machines with credit card authorization capability, passenger assistance telephones, emergency call boxes, public address speakers, train approach/notification messages and lights, WiFi network transmitters/receivers and supervisory control and data acquisition system functions. This SCC also includes radio base station communication shelters.

Fare collection provides for the purchase and installation of self-service fare collection equipment, including ticket vending machines, validators, spare parts, training and technical support.

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 seven train sets for 2014 opening day. Seven train sets will consist of a locomotive and two passenger cars. A total of seven locomotives, 9 cab cars and five coaches will be purchased. 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 preliminary engineering, final design, construction and start-up phases of the project.

- Preliminary engineering includes the professional services to prepare Design/Build documents for the railroad infrastructure and Design/Bid/Build documents for the stations.
- Final design includes further design and engineering by the Design/Build contractor for the railroad infrastructure and final design, engineering, and architectural services for the stations.
- Project management for design and construction includes the cost of the Florida Department of Transportation'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.

- Legal, permits and review fees includes the cost for outside legal counsel, environmental permits or other permits not included under the general construction contracts, and professional services required to administer the permitting process. It also includes intergovernmental agreements for other agency staff.
- Surveys, testing, investigation, and inspection includes 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: station facilities, automatic fare collection, passenger information and emergency call box systems, Operations Control Center, VSMF and maintenance equipment, and rolling stock.

SCC 90 – Unallocated 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.

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. These include finance charges for Volusia County and the City of Orlando, who each have executed loan agreements with the State Infrastructure Bank to cover their respective funding commitments to the Project capital costs.

Attachment 3

Florida Department of Transportation Central Florida Commuter Rail Transit Project Orlando, Florida

Baseline Cost Estimate

Table 1 – BCE by Standard Cost Category

<i>Applicable Line Items Only</i>	<i>YOE Dollars Total</i>
10 GUIDEWAY & TRACK ELEMENTS (32 Miles)	38,959,911
10.01 Guideway: At-grade exclusive right-of-way	5,994,140
10.04 Guideway: Aerial structure	440,010
10.08 Guideway: Retained cut or fill	2,162,051
10.11 Track: Ballasted	22,343,522
10.12 Track: Special (switches, turnouts)	8,020,187
20 STATIONS, STOPS, TERMINALS, INTERMODAL (12 Stations)	15,386,681
20.01 At-grade station, stop, shelter, mall, terminal, platform	15,386,681
30 SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS	10,176,130
30.01 Administration Building: Office, sales, storage, revenue counting	2,317,428
30.02 Light Maintenance Facility	1,224,261
30.04 Storage or Maintenance of Way Building	2,352,686
30.05 Yard and Yard Track	4,281,754
40 SITEWORK & SPECIAL CONDITIONS	39,894,678
40.01 Demolition, Clearing, Earthwork	1,927,240
40.02 Site Utilities, Utility Relocation	12,023,035
40.03 Haz. mat'l, contam'd soil removal/mitigation, ground water treatment	548,254
40.04 Environmental mitigation, e.g. wetlands, historic/archeologic, parks	2,247,644
40.05 Site structures including retaining walls, sound walls	4,112,458
40.06 Pedestrian / bike access and accommodation, landscaping	4,994,933
40.07 Automobile, bus, van accessways including roads, parking lots	8,382,718
40.08 Temporary Facilities and other indirect costs during construction	5,658,397
50 SYSTEMS	83,360,797
50.01 Train control and signals	32,778,439
50.02 Traffic signals and crossing protection	32,924,229
50.05 Communications	10,524,366
50.06 Fare collection system and equipment	4,749,628
50.07 Central Control	2,384,135
Construction Subtotal (10 - 50)	187,778,196
60 ROW, LAND, EXISTING IMPROVEMENTS	38,492,120
60.01 Purchase or lease of real estate	37,188,192
60.02 Relocation of existing households and businesses	1,303,928
70 VEHICLES (7 Locomotives - 14 Coaches/Cabcars)	61,028,455
70.03 Commuter Rail	59,961,429
70.07 Spare parts	1,067,025
80 PROFESSIONAL SERVICES (applies to Cats. 10-50)	39,268,812
80.01 Preliminary Engineering	6,059,125
80.02 Final Design	12,849,492
80.03 Project Management for Design and Construction	4,289,830
80.04 Construction Administration & Management	11,546,543
80.06 Legal, Permits, Review Fees by other agencies, cities, etc.	611,976
80.07 Surveys, Testing, Investigation, Inspection	611,976
80.08 Start up	3,299,869
Subtotal (10 - 80)	326,567,582
90 UNALLOCATED CONTINGENCY	29,865,428
Subtotal (10 - 90)	356,433,011
100 FINANCE CHARGES	792,000
Total Project Cost (10 - 100)	357,225,011

Attachment 3

Florida Department of Transportation Central Florida Commuter Rail Transit Project Orlando, Florida

Baseline Cost Estimate

Table 2 – Inflated Costs to Year of Expenditure

	Base Year Dollars w/o Contingency	Base Year Dollars Allocated Contingency	Base Year Dollars TOTAL	Inflation Factor	YOE Dollars TOTAL
10 GUIDEWAY & TRACK ELEMENTS (32 miles)	37,836,981	0	37,836,981	1.0297	38,959,911
20 STATIONS, STOPS, TERMINALS, INTERMODAL (12 Stations)	12,801,562	1,915,709	14,717,271	1.0455	15,386,691
30 SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS	9,796,846	0	9,796,846	1.0387	10,176,130
40 SITEWORK & SPECIAL CONDITIONS	34,225,323	4,040,238	38,265,561	1.0426	39,894,678
50 SYSTEMS	78,447,753	2,036,190	80,483,943	1.0357	83,360,797
60 ROW, LAND, EXISTING IMPROVEMENTS	37,028,488	1,323,335	38,351,821	1.0037	38,492,120
70 VEHICLES (7 Locomotives - 14 Coaches/Cabcars)	57,300,693	1,718,537	59,019,230	1.0340	61,026,455
80 PROFESSIONAL SERVICES (applies to Cats. 10-50)	36,228,107	2,071,495	38,299,602	1.0253	39,268,812
90 UNALLOCATED CONTINGENCY			28,359,804	1.0531	29,885,428
100 FINANCE CHARGES			759,076	1.0434	792,000
Total Project Cost (10 - 100)			345,890,136	1.0328	357,225,011

Attachment 3

Florida Department of Transportation Central Florida Commuter Rail Transit Project Orlando, Florida

Baseline Cost Estimate

Table 3 – BCE by Source of Funding

	Total Project Cost in YOE Dollars		Federal 5309 New Starts	Local
10 GUIDEWAY & TRACK ELEMENTS (32 miles)	38,959,911		19,479,955	19,479,955
20 STATIONS, STOPS, TERMINALS, INTERMODAL (12 Stations)	15,386,681		7,693,340	7,693,340
30 SUPPORT FACILITIES: YARDS, SHOPS, ADMIN BLDGS	10,176,130		5,088,065	5,088,065
40 SITEWORK & SPECIAL CONDITIONS	39,894,678		19,947,339	19,947,339
50 SYSTEMS	83,360,797		41,680,398	41,680,398
60 ROW, LAND, EXISTING IMPROVEMENTS	38,492,120		19,246,060	19,246,060
70 VEHICLES (7 Locomotives - 14 Coaches/Cabcars)	61,028,455		30,514,227	30,514,227
80 PROFESSIONAL SERVICES (applies to Cats 10-50)	39,268,812		19,634,406	19,634,406
90 UNALLOCATED CONTINGENCY	29,865,428		14,932,714	14,932,714
100 FINANCE CHARGES	792,000		396,000	396,000
Total Project Cost (10 - 100)	357,225,011		178,612,505	178,612,506

Sources of Federal Funding and Matching Share Ratios

	Costs Attributed to Source of Funds	Federal/Local Matching Ratio within Source	All Federal Funds	Local Funds
Federal 5309 New Starts	357,225,011	50/50	178,612,505	178,612,506
Total	357,225,011		178,612,505	178,612,506
Overall Federal Share of Project		50%		
New Starts Share of Project		50%		

Attachment 3A

Florida Department of Transportation Central Florida Commuter Rail Transit Project Orlando, Florida

Baseline Cost Estimate

Table 3A – Scope and Activity Description

Scope Code	ALI Code	Scope and Activity Line Item Descriptions	Qty		Federal 5309 New Starts			Total Project Cost in YOE Dollars
				Total Federal %	Federal	Local	Total	
14010	140110	GUIDEWAY & TRACK ELEMENTS	32.00	50%	19,479,955	19,479,955	38,959,911	38,959,911
14020	140220	STATIONS, STOPS, TERMINALS, INTERMODAL	12	50%	7,693,340	7,693,340	15,386,681	15,386,681
14030	140330	SUPPORT FACILITIES, YARDS, SHOPS, ADMIN. BLDGS.		50%	5,088,065	5,088,065	10,176,130	10,176,130
14040	140440	SITWORK & SPECIAL CONDITIONS		50%	19,947,339	19,947,339	39,894,678	39,894,678
14050	140550	SYSTEMS		50%	41,680,398	41,680,398	83,360,797	83,360,797
14060	140660	ROW, LAND, EXISTING IMPROVEMENTS		50%	19,246,060	19,246,060	38,492,120	38,492,120
14070	131323 131324	VEHICLES (7 Locomotives - 14 Coaches/Cabcars)	21	50%	30,514,227	30,514,227	61,028,455	61,028,455
14080	140880	PROFESSIONAL SERVICES		50%	19,634,406	19,634,406	39,268,812	39,268,812
14090	140990	UNALLOCATED CONTINGENCY		50%	14,932,714	14,932,714	29,865,428	29,865,428
14100	141010	FINANCE CHARGES		50%	396,000	396,000	792,000	792,000
Total Project Cost (10 - 100)				50%	178,612,505	178,612,506	357,225,011	357,225,011

Attachment 4

Florida Department of Transportation Central Florida Commuter Rail Transit Project Orlando, Florida

Baseline Schedule

SCHEDULE	Start Date	End Date	2005				2006				2007				2008				2009				2010				2011				2012				2013				2014				2015				2016																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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Mid-Point of Construction - August 8, 2012

Current Data Date

Attachment 5

Florida Department of Transportation Central Florida Commuter Rail Transit Project Orlando, Florida

Prior Grants and Related Documents

As shown in the tables below, two grants have been awarded for the Central Florida Commuter Rail Transit project (the Project). The first, awarded to the Central Florida Regional Transportation Authority, was for planning work. The second, 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)

Project No.	Obligation Date	Federal Amount	Funding Source	Purpose
FL-03-0220	02/27/2002	\$2,971,930	Section 5309	Planning
Total Prior Grants (non-FFGA)		\$2,971,930		

II. Related Documents

- | | |
|--|--------------------|
| 1. Environmental Assessment (EA) | December 15, 2006 |
| 2. Approval to Enter Preliminary Engineering | March 12, 2007 |
| 3. Finding of No Significant Impact (FONSI) | April 27, 2007 |
| 4. Supplemental EA | May 8, 2008 |
| 5. Addendum to the FONSI | July 22, 2008 |
| 6. Approval to Enter Final Design | August 11, 2008 |
| 7. Letter of No Prejudice – Rail, Ties and Ticket Vending Machines | April 9, 2009 |
| 8. Second Supplemental EA | May 20, 2010 |
| 9. Second Addendum to the FONSI | September 10, 2010 |

III. FFGA Grant History (Grants under FFGA)

Project No.	Obligation Date	Federal Amount	Funding Source	Purpose
FL-03-0323-00	07/19/2007	\$8,353,855	Section 5309	Preliminary Engineering
Total Prior Grants (FFGA)		\$8,353,855		

Attachment 6

Florida Department of Transportation Central Florida Commuter Rail Transit Project Orlando, Florida

Schedule of Federal Funds

Section 3043(b)(3) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended, authorizes FTA to award Federal major capital investment (New Starts) funds for final design and construction of the Central Florida Commuter Rail Transit project (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 SAFETEA-LU and subsequent authorizations. The Government and the Grantee recognize, however, that the period of time necessary to complete the Project may extend beyond SAFETEA-LU, 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	Local ¹	Total
2010 and prior	\$61,223,855	\$61,223,855	\$122,447,710
2011	\$40,000,000	\$40,000,000	\$80,000,000
2012	\$50,000,000	\$50,000,000	\$100,000,000
2013	\$27,388,650	\$27,388,651	\$54,777,301
Total	\$178,612,505	\$178,612,506	\$357,225,011

¹ Sources of local funding include the State of Florida State Transportation Trust Fund, a Volusia County State Infrastructure Bank loan, Seminole County sales tax funds, a City of Orlando State Infrastructure Bank loan, and Orange County general funds.

Attachment 7

Florida Department of Transportation Central Florida Commuter Rail Transit Project 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 Central Florida Commuter Rail Transit Project 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 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 revenue operations date and will provide a completed report to the FTA within three months.