



COMMISSION AGENDA ITEM
REVISED DOCUMENT ROUTING FORM

P5 5/26/16 L

DM'S

Today's Date: May 19, 2016

DOCUMENT TITLE: MOTION TO APPROVE AN AGREEMENT WITH BROWARD COUNTY AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF FORT LAUDERDALE FOR ALLOCATION OF FUNDING RESPONSIBILITY FOR THE LOCAL SHARE OF CAPITAL COST OVERRUNS FOR THE WAVE STREETCAR PROJECT

COMM. MTG. DATE: May 17, 2016 **CAM #:** 16-0411 **ITEM #:** CM-3 **CAM attached:** ☒ YES ☐ NO

Routing Origin: CCO **Router Name/Ext:** Laura/6313 **Action Summary attached:** ☒ YES ☐ NO

CIP FUNDED: ☒ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Clerk's Office: Granicus document attached: ☐ YES ☒ NO # of Originals routed: Five
Date to CAO: May 19, 2016

NOTE: Agreements were revised by Broward County today and are attached for approval and routing

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 5

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 5/20/16
Attorney's Name: Dwayne Spence Initials: DS

THESE SECTIONS ARE NOT APPLICABLE TO THIS AGREEMENT

3) City Clerk's Office: # of originals: 5 Routed to: Name/Dept/Ext _____ Date: _____
4) Dept: _____ Router Name/Ext: _____ # of originals routed: _____ Date to CCO: _____

5) City Clerk's Office: # of originals: 5 Routed to: Gina Ri/CMO/X5013 Date: 5/20/16

6) City Manager's Office: CMO LOG #: May 59 Document received from: Wendy CCR
Assigned to: L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☒ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE _____ (Initial/Date) C. LAGERBLOOM _____
(Initial/Date) ☐ PENDING APPROVAL (See comments below)
Comments/Questions: _____

Forward 3 originals to ☒ Mayor ☐ CCO
Signed by Lee 5/20/16 to Mayor 5/23/16

7) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable)

8) City Clerk's Office: Retains 1 original and forwards all original(s) to: Sharon Dreesen
Return one fully executed original to CCO ☒ YES ☐ NO Attach _____ certified Reso # _____ ☐ YES ☒ NO
Original Route form to CCO

From: [Jolene Chism](#)
To: [Wendy Gonyea](#)
Cc: [D'Wayne Spence](#); [Jeff Modarelli](#)
Subject: CM-3 - ILA Wave Capital Cost Overrun Agreement
Date: Thursday, May 19, 2016 2:01:55 PM
Attachments: [image001.png](#)
[Capital Cost Overruns ILA - 05-19-2016 -Final.pdf](#)
[image004.png](#)

Wendy,

The attached agreement has been revised after the 5/17 Commission meeting due to scrivener's errors and to add Paragraph 4.1 for clarification.

This is the version of the agreement that needs to be routed for signatures.

Jolene K. Chism
Legal Assistant III | City Attorney's Office
100 N. Andrews Avenue | Fort Lauderdale, Florida 33301
Telephone: (954) 828-5035
Email: jchism@fortlauderdale.gov



Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

From: D'Wayne Spence
Sent: Thursday, May 19, 2016 1:57 PM
To: Jolene Chism
Subject: FW: ILA

D'Wayne M. Spence, B.C.S.
Assistant City Attorney
City of Fort Lauderdale
Phone: (954) 828-5001
Fax: (954) 828-5915
dspence@fortlauderdale.gov

RECEIVED

MAY 27 2016

CITY OF FT. LAUDERDALE
TRANSPORTATION AND
MOBILITY DEPARTMENT

2016 JUN 28 PM 5:23

CITY CLERK

INTERLOCAL AGREEMENT

among

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

and

DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF FORT LAUDERDALE

regarding

Allocation of Funding Responsibility for the Local Share of Capital Cost Overruns for the
Wave Modern Streetcar Project

This Interlocal Agreement ("Agreement") is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida, ("County"), CITY OF FORT LAUDERDALE, a municipal corporation organized and existing under the laws of the State of Florida, ("City") and DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT LAUDERDALE, a body politic and corporate and an agency of the City of Fort Lauderdale ("DDA") (County, City, and DDA are sometimes collectively referred to as the "Parties").

RECITALS:

1. Whereas the County, City, and DDA entered into the Wave Modern Streetcar Partnership Agreement dated April 16, 2013, as amended January 28, 2014, with the Broward Metropolitan Planning Organization (the "MPO") and the South Florida Regional Transportation Authority ("SFRTA") (the "Wave Partnership Agreement") providing for the most efficient use of their respective powers, resources and capabilities for the planning, finance, design, implementation, project sponsorship, ownership, operations, and maintenance of the Wave Modern Streetcar project ("Project," as more fully defined in paragraph 2.6 below).

2. The Federal Transportation Administration of the United States Department of Transportation ("FTA") and the Florida Department of Transportation ("FDOT") have allocated capital funds for design and construction of the Project.

5-17-16
CM-3
16-0411

3. The City has contributed Thirty-eight Million Six Hundred Thirty-four Thousand Five Hundred Sixty-eight Dollars (\$38,634,568) toward the Capital Funds required for Project costs in a combination of cash, real property, personal property, in-kind services, and a Twenty Million, Five Hundred and Ninety Thousand Dollars (\$20,590,000) security for Florida State Infrastructure Bank ("SIB Loan") loan, ("City's Capital Contribution").

4. The SIB Loan is the subject of the State Infrastructure Bank Loan Agreement between FDOT, DDA, SFRTA, and the City fully executed on January 6, 2015 ("SIB Loan Agreement"), in which the City agreed to transfer Net Wave Assessments to DDA for repayment of SIB Loan funds.

5. DDA has expended over \$5,000,000 to date on the Alternative Analysis phase of the project and has played a significant role in securing FTA, FDOT, MPO and City capital commitments. The DDA has also committed to securing funding necessary to meet Capital Cost Overruns for the Project, as defined herein.

6. The County has previously committed Five Million Eight Hundred Fifteen Thousand Dollars (\$5,815,000) toward the cost of SCADA/Traction Power Substations ("TPSS"), Advanced Train Control and Communications, and Sectionalized-Ready Streetcar Vehicles, which were not initially in the Project's design but which were added, at the request of the County, and which costs are now included in the Capital Funds required for Project costs.

7. Upon Project handover, the County will become the owner and assume responsibility for day-to-day operations and maintenance of the Wave Modern Streetcar system.

8. FDOT and County will enter into the Wave Project Agreement, *inter alia*, allocating fifty percent (50%) of the responsibility for Capital Cost Overruns (as defined below) for the Project to each FDOT and County.

9. The County's fifty percent (50%) share of the Capital Cost Overruns must be paid from non-federal and non-state funds.

10. The County will not accept responsibility for fifty-percent (50%) of Capital Cost Overruns unless the City and the DDA agree to contribute toward that cost, as further outlined in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Representations:** The foregoing recitals are true and correct and by this reference are incorporated herein
2. **Definitions:**
 - 2.1 Assessment – The amount of a special assessment levied by the City upon real property receiving a special benefit from the construction of the Project.
 - 2.2 Capital Costs – Hard and soft costs necessary for design, and construction of the Project.
 - 2.3 Capital Funds – The respective federal, state, and local funds allocated for the Capital Costs that are or will be committed to the Project.
 - 2.4 Capital Cost Overrun – Any and all Capital Costs that exceed the Total Committed funds outlined in the Project Cost Estimate attached as Exhibit “D.” Capital Cost Overrun includes, but is not limited to, increases in the cost of work included in the Project Scope, attached as Exhibit “C,” above the current estimate for such work included in the Project Cost Estimate, the additional cost of work required for design and construction of the Project that was not included in the Project Cost Estimate as a result of unforeseen conditions, the cost incurred by FDOT to pay claims asserted by any of its contractors on the Project (by settlement or otherwise), and the additional cost of work included in the Project Scope by mutual agreement of the Department and the County after the Agreement Date.
 - 2.5 Local Share of Capital Cost Overruns –The County’s fifty percent (50%) share of Capital Cost Overruns (50% of the “Difference” included in Exhibit “D” plus fifty percent (50%) of additional capital cost overruns in excess of the “Difference”) which must be funded with non-federal and non-state dollars.
 - 2.6 Project – The design, and construction of the entire approximately 2.8 mile Wave Modern Streetcar Project, including, but not limited to, its stations and other related ancillary facilities, and the purchase of rolling stock, as more fully described in the TIGER and Small Starts Grant applications to the FTA for the Project, project designs previously accepted by the FTA, as well as scope elements of construction contracts.
 - 2.7 Project Alignment – The alignment outlined in Exhibit “A.”
 - 2.8 Project Cost Estimate – The cost estimate outlined in Exhibit “D.”

- 2.9 Project Cost Savings - The amount, if any, by which the Project Cost Estimate exceeds the total Capital Costs after Project Completion, final acceptance on the Design-Build Contract, and final payment under the Design-Build Contract.
3. **Purpose of Agreement:** The purpose and intent of this Agreement are to allocate responsibility among the Parties for immediate and future Local Share of Capital Cost Overruns.
4. **Allocation of funding responsibility:** The Local Share of Capital Cost Overruns is currently projected to be Eleven Million Three Hundred Thousand Dollars (\$11,270,685), but in the future may exceed this amount.
- 4.1 The City shall be responsible for fifty percent (50%) of the Local Share of Capital Cost Overruns as follows:
- a. No later than October 1, 2016, the City shall pay Five Million Six Hundred Thirty-five Thousand Three Hundred Forty-three Dollars (\$5,635,343), to the County, subject to the County executing the Wave Project Agreement with FDOT. These amounts are in addition to the amounts previously committed by the City as described in the Recitals above.
 - b. In the event and each time (if any) FDOT notifies the County that the Local Share of Capital Cost Overruns has increased, the County shall provide the City with written notice of such increase within five (5) business days. The City shall within 90 days after City's receipt of written notice of such increase from County pay fifty percent (50%) of such increase to the County.
- 4.2 The Parties acknowledge that the DDA has entered into a State Infrastructure Bank Loan ("SIB Loan") secured by a portion of the City's local share and City has collected approximately One Million Eight Hundred Thousand dollars (\$1,800,000) from Assessments. During the period of this Agreement, the DDA and City shall not take any action to diminish the Assessments benefiting the properties subject to such Assessments, nor shall they commit the expenditure of funds from the Assessment revenues to any purpose that could place at risk the funding commitment of the DDA herein.
- a. No later than May 27, 2016, the DDA shall pay One Million Dollars (\$1,000,000) to the County.
 - b. In the event and each time (if any) the FDOT notifies the County that the Local Share of Capital Cost Overruns has increased, the DDA shall pay twenty-five percent (25%) of such increase up to Three Million Dollars

(\$3,000,000) in each of fiscal years 2019 and 2020 and thereafter with no limit to the County within ninety (90) days after DDA's receipt of written notice of such increase from County. The DDA's share of any additional Capital Cost Overruns shall be paid from the proceeds of the SIB Loan. DDA agrees to take such actions as may be necessary to authorize FDOT to draw down on funds from the SIB Loan to pay for such additional Capital Cost Overruns. In the event that notice is given to DDA to pay its share of capital cost overruns and the SIB loan proceeds are not sufficient to pay all of such required share, DDA may request reasonable extensions of time to process SIB loan amendments with FDOT as determined to be required by DDA.

4.3 Payments by the City and DDA shall be made to County as follows:

Via Wire Transfer:
Account of: Broward County Concentration Account
Bank Name: Wells Fargo Bank
ABA: 121000248
Account #: 2090002760990
Reference: Wave Funding

4.4 The County shall be responsible for a portion of the Local Share of Capital Cost Overruns ("County's Share") as follows:

- a. The County will pay Four Million Six Hundred Thirty-five Thousand Three Hundred Forty-one Dollars (\$4,635,341) of the Local Share of Capital Cost Overruns.
- b. In the event and each time (if any) the FDOT notifies the County that the Local Share of Capital Cost Overruns has increased, the County shall be responsible for:
 - (i) twenty-five percent (25%) of such increase; and
 - (ii) for any increase prior to fiscal year 2019, any remainder of DDA's portion of the Local Share of Capital Cost Overruns that DDA is unable to pay; and, for any increase in fiscal years 2019 or 2020, any portion of DDA's share of the increase in the Local Share of Capital Costs Overruns in excess of Three Million Dollars (\$3,000,000) for each such fiscal year.

5. **Project Cost Savings:** The Parties will share in any Project Cost Savings based upon each Party's pro-rata contribution.

6. **Termination:** Upon the occurrence of any of the following conditions precedent, the parties continuing obligations under this Agreement shall be discontinued as provided below.
- 6.1 If the Wave Project Agreement between the County and FDOT is not executed or is terminated for any reason, the Parties shall be relieved of all further obligations under this Agreement, except for those obligations in Section 6.3 of this Agreement.
- 6.2 After the Project is completed and ownership of the Project is transferred to the County.
- 6.3 In the event that the Wave Project Agreement is not executed or is terminated prior to the Project being completed and ownership transferred to the County, the Parties shall share in any amounts that the County is required to pay based on each Party's pro rata contribution for Project Cost Overruns in Section 4 of this Agreement. Any Capital Funds remaining and distributed to the County upon termination of the Wave Project Agreement, shall be shared among the Parties based on their pro rata contribution to Capital Funds.
7. **Revenue:** The Parties acknowledge that all future revenues from operations of the Wave Modern Streetcar, including, but not limited to, fare box collections and advertising, shall be retained by the County.
8. **Default:** In the event that any of the Parties fails to timely meet its respective commitment as set forth herein, such party shall be considered a defaulting Party. The other Parties shall have all remedies available at law and equity against the defaulting party. The defaulting Party shall be liable for reasonable attorney's fees and costs.
9. **Notices:** Whenever the Parties desire to give notice to another, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For County:

Broward County
Governmental Center, Room 409
115 South Andrews Avenue

Fort Lauderdale, FL 33301
Attention: County Administrator

With a copy to:

County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

For City:

City of Fort Lauderdale
City Hall
100 North Andrews Avenue
Fort Lauderdale, FL. 33301
Attention: City Manager

For DDA:

305 South Andrews Avenue, Suite 301
Fort Lauderdale, FL 33301
Attention: Executive Director

10. **Transfer of assets to the County:** The City acknowledges that money, real property, and personal property, previously committed to the Project pursuant to the Wave Partnership Agreement will be utilized to complete the Project and will be transferred from SFRTA to the County or FDOT for that purpose.
11. **Termination of Previous Partnership Agreement:** The Parties shall take all actions necessary to terminate the Wave Partnership Agreement upon the implementation of a mechanism, acceptable to the Parties, for the transfer of the remaining rights, duties and obligations set-forth therein.
12. **Future Expansions:** The City and the DDA hereby commit to negotiate and cooperate in good faith toward future expansions.
13. **Binding Effect:** Each undersigned Party represents that it has been empowered by its respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties, and the respective successors, and assigns.


14. **Severability:** If any part, term, or provision of this Agreement is determined by the courts to be invalid, illegal, or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.
15. **Merger:** This document represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
16. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever competent advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint effort of all Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
17. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.
18. **Further Assurance:** The Parties shall execute all such further instruments, and agree to take all such further actions that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement and the transactions contemplated herein.
19. **Modification:** No change or modification of this Agreement, or waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by all Parties hereto.
20. **Effective Date:** This Agreement shall become effective upon full execution by the Parties.

(The remainder of this page is left intentionally blank.)

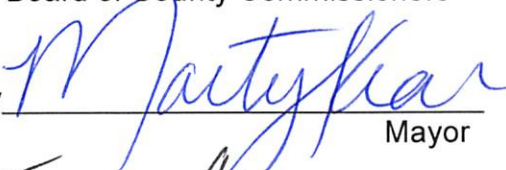
IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 24th day of May, 2016, the City of Fort Lauderdale, signing by and through its Mayor or Vice-Mayor, authorized to execute the same, and the Downtown Development Authority of the City of Fort Lauderdale, signing by and through its Chair or Vice-Chair, duly authorized to execute same.

COUNTY

ATTEST:


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

Broward County, by and through
its Board of County Commissioners


By  Mayor

15 day of June, 2016



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

By  6/10/2016
Annika E. Ashton (Date)
Assistant County Attorney

 6/10/2016
Angela J. Wallace (Date)
Deputy County Attorney

AJW/AEA
05/19/16
Capital Cost Overruns ILA



INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF FORT LAUDERDALE, AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT LAUDERDALE REGARDING ALLOCATION OF FUNDING RESPONSIBILITY FOR THE LOCAL SHARE OF CAPITAL COST OVERRUNS FOR THE WAVE MODERN STREET CAR PROJECT

CITY OF FORT LAUDERDALE, through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the 17th day of May, 2016

WITNESSES:

Jeanette A. Johnson
Signature of Witness

Jeanette A. Johnson
Print of Type Name of Witness

Gina Rizzuti-Smith
Signature of Witness

Gina Rizzuti-Smith
Print or Type Name of Witness

CITY

By [Signature]
Mayor

23rd day of May, 2016.

By [Signature]
City Manager

ATTEST:

[Signature]
City Clerk

Approved as to legal form

[Signature]
City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF FORT LAUDERDALE, AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT LAUDERDALE REGARDING ALLOCATION OF FUNDING RESPONSIBILITY FOR THE LOCAL SHARE OF CAPITAL COST OVERRUNS FOR THE WAVE MODERN STREET CAR PROJECT

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT LAUDERDALE, through its BOARD OF DIRECTORS, signing by and through its Chair or Vice-Chair, authorized to execute the same by Board action on the 10th day of March 2016.

WITNESSES:

Marti Brown

Signature of Witness

Marti Brown

Print of Type Name of Witness

Chad Blue

Signature of Witness

Chad Blue

Print or Type Name of Witness

DDA

By [Signature]

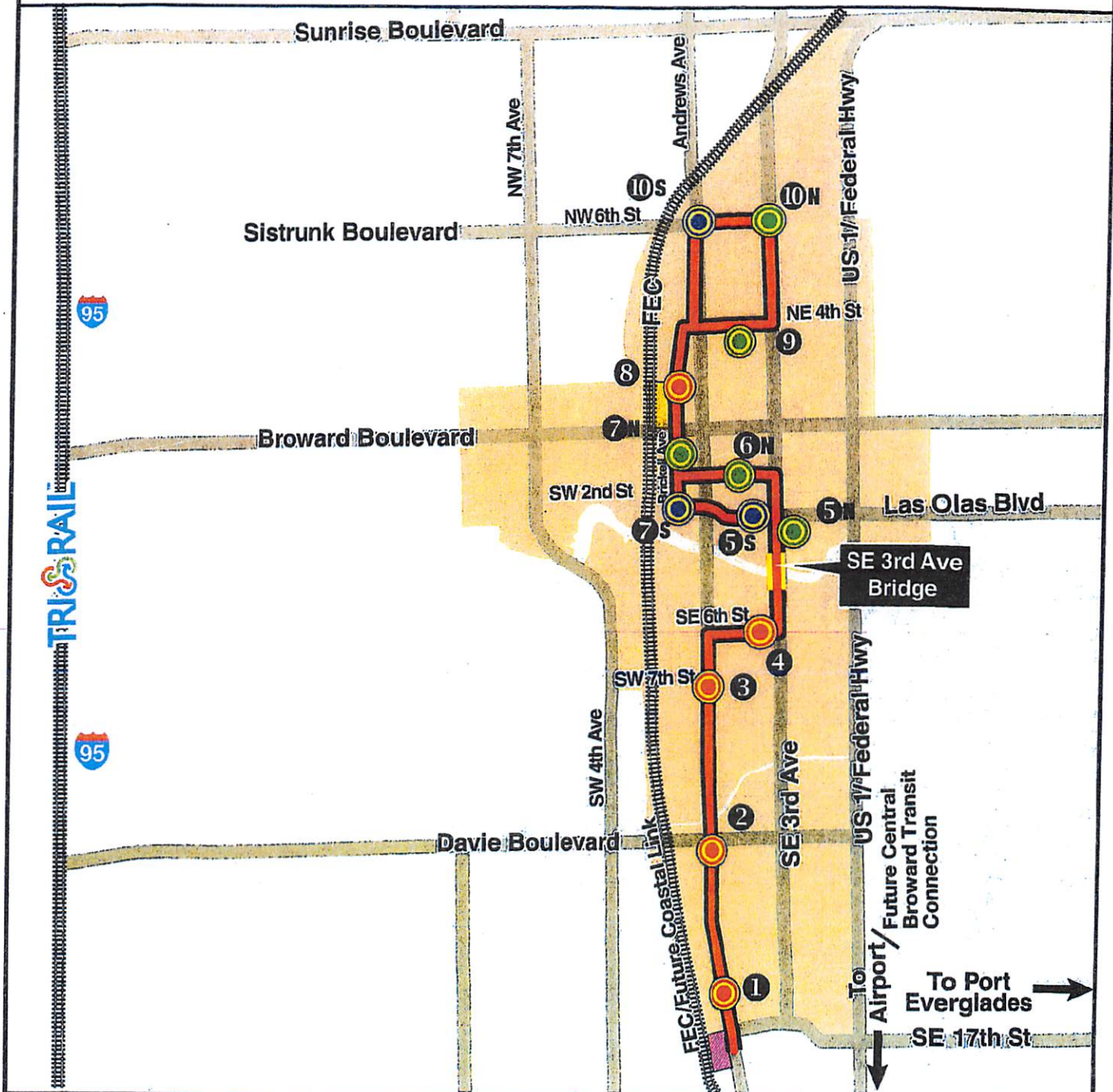
Chair

9th day of June, 2016.

Approved as to legal form

[Signature]

Wave Modern Streetcar Alignment



LEGEND

- Project Alignment
- Station Number
- Site "K" Vehicle Maintenance & Storage Facility Site
- Broward County Central Transit Terminal
- Existing Roadway
- Study Area
- Center Platform
- Side Platform (Southbound)
- Side Platform (Northbound)

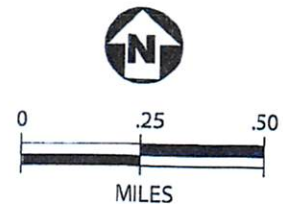


Exhibit "B"

CURRENT COST ESTIMATE
(in thousands)

CATEGORY		
10-Guideway & Track	\$27,631	
20-Stations & Stops	\$3,217	
30-VMSF	\$15,655	
40-Sitework	\$21,411	
50-Systems	\$23,393	
60-Right-of-Way	\$2,075	
70-Vehicles	\$32,348	
80-Professional Services	<u>\$41,219</u>	
Subtotal		\$166,949
Un Allocated Contingency		<u>\$7,546 *</u>
BASE COST		\$174,495
ADDITIONAL COSTS:		
VMSF: Non-Revenue Equipment	\$2,000	
Misc. Shop Tools	\$500	
Upgrade-Type IV Bldg.	\$1,929 **	
ROW: Poles/Cabinets/Borings	\$1,000	
Design/Build: Design	\$6,391 ***	
Risk	\$4,565 ****	
Stipends	\$1,400	
Incentives/Bonus	<u>\$3,000</u>	
Subtotal		<u>\$20,786</u>
TOTAL		\$195,281

NOTE: Does not include any potential bid price or construction cost overruns

Notes:

* 4.52%

** Does not include wheel truing machine or complete upgrades under SFRTA plan

*** 7% of 10-50

**** 5% of 10-50

Exhibit "C"

PROJECT SCOPE/DESCRIPTION

Description of Work:

The project includes the final design, construction of the Guideway, Communications System, Civil, Structural and Roadway work required for a fully functional Streetcar system, and the Design, Manufacture, Test, Commission, and Safety Certification of the Vehicles. The Wave Modern Streetcar system will operate at-grade on a fixed rail embedded in the street, sharing the existing roadway right-of-way with vehicular traffic, and will be powered by an overhead contact wire system throughout most of the alignment. The streetcar will be powered by an onboard energy storage system (OESS) for a segment of the alignment that crosses the New River over the existing SE 3rd Avenue bascule bridge. The alignment is approximately 2.8 miles in length with two guideways, one in each direction. The Wave Phase 1 revenue service alignment extends from the southern terminus at S 16th Street and S Andrews Avenue to NE 6th Street between N Andrews Avenue and NE 3rd Avenue, primarily utilizing Andrews Avenue, SE 3rd Avenue and Brickell Avenue for north/ south movement. The alignment utilizes SE 18th Street, SE 6th Street, Las Olas Boulevard, S 2nd Street, N 4th Street, and NE 6th Street for east/ west movement. The Wave Phase 1 requires five (5) modern streetcar vehicles with OESS capability, including four (4) vehicles for peak service.

The work also includes the design and construction of a Vehicle Maintenance and Storage Facility (VMSF) located on SW 1st Avenue between SW 18th Street and SW 18th Court, adjacent to the Florida East Coast (FEC) Railroad .

Guideway and Trackwork:

An embedded track slab will be the standard for mainline track. A reinforced concrete track slab will provide the foundation for this form of track construction. The design of the track slab will be based on automotive vehicle loadings, streetcar vehicles, and soil conditions. Embedded track shall be installed wherever the guideway is shared with rubber tired vehicles, either in mixed traffic or in locations where only emergency vehicles will be permitted to travel.

The construction of the streetcar rail across the SE 3rd Avenue Bridge over the New River requires structural modifications to the movable span of the bridge and the approaches

to the bridge from the north and south. It is recommended the movable span is replaced and the approach spans are retrofitted for the introduction of the Streetcar. This will require replacement of girders/ beams on the bridge and construction of a concrete deck on the new girders/ beams with the streetcar embedded in that deck.

Track work is required at the new Vehicle Maintenance and Storage Facility (VMSF). The Design-Build Firm is responsible for the final design and construction of the tracks required for the VMSF. The yard track work will be constructed with embedded or ballasted track and will consider its access to/from the mainline track.

The term "special trackwork" designates the trackwork units necessary where tracks converge, diverge, or cross one another. Special trackwork includes turnouts, diamond crossings, crossovers, and expansion joints. A reinforced concrete tub lined with electric isolation material will be constructed for all special trackwork. Direct fixation special trackwork encapsulated with an isolating material may also be considered in lieu of reinforced concrete tub.

All tracks shall be designed in accordance with the Design Criteria, included as an attachment to this RFP. Drainage work includes all work required to comply with the permit requirements for water quality and quantity. Track drains will be used in paved track areas to properly drain the rail flangeways and the pavement surface between the rails.

Structures:

The Design-Build Firm is responsible for the design and construction of bridge retrofitting within the project limits. The embedded guideway within bridge retrofitting shall be designed in accordance with the Concept Drawings and Design Criteria included as an attachment to this RFP.

The construction of the guideway across the SE 3rd Avenue Bridge over the New River requires structural, mechanical, and electrical modifications to the movable span of the bridge and other modifications to the approach spans of the bridge from the north and south. The bridge is comprised of seven spans including pre-stressed concrete spans, steel flanking spans, and a movable steel twin leaf Scherzer rolling lift bridge span with

an open grid steel deck.

Stations:

The Design-Build Firm shall construct thirteen (13) streetcar station stops throughout the alignment, which include eight (8) curbside platforms and five (5) median platforms, and provide level boarding access to the floor of the streetcar. The station platforms are proposed to be 80 feet long, from 10 to 15 feet wide, and have a ramp at one or both ends, depending on the adjacent conditions. Each station stop will have a shelter, benches, real-time passenger information signs, trash receptacles, bike racks and other site furnishings. Layover and rest room facilities will be available at the southern terminus stop at S 16th Street and S Andrews Avenue. Concept Drawings are included as a Reference Document and Design Criteria is included as an attachment to this RFP.

Communications:

The communications system shall provide the necessary functions to support the operational requirements of the streetcar system. The minimum base communications systems include Radio Systems; and Passenger Information Systems (PIS). Additional communications systems, including an integrated central control system may be required as the Project evolves.

Signal and Route Control:

Where the streetcar operates in mixed traffic, streetcar movements will be controlled by the traffic signal system. Where switches need to be controlled for routing streetcars onto and off a particular streetcar route, a train to wayside based control system for this purpose will be provided.

The streetcar will be equipped with train-to-wayside communications systems that will Activate Special Traffic Signals and Routing. In areas of on-street running, special streetcar signals will be provided at specific intersections and locations to allow the streetcar to proceed through the intersection or switch lanes independent of auto traffic. These signals will be displayed by wayside streetcar traffic signal controllers when activated by the streetcar train-to-wayside communications system. The train-to-wayside controller will have a provision for the manual setting of predetermined routes. The train-to-wayside controller will then proceed to activate and set wayside powered track switch

machines appropriate for the route. Manual switch control will also be possible.

Vehicle Maintenance and Storage Facility:

The Design-Build Firm shall design and construct a Vehicle Maintenance and Storage Facility (VMSF) on the property owned by Broward County adjacent to the Florida East Coast corridor. The VMSF will perform daily and routine inspections, maintenance, on-car repairs, and interior/ exterior cleaning of the streetcars. The facility will also serve as a storage and component change-out location. The facility is intended as a light maintenance facility with minor component rebuild, truck overhaul and minor machine shop capabilities. Major machine shop work and sheet metal work may be performed at another location as an outsourced function. The VMSF will house the following functions:

- Streetcar storage;
- Train operator report area;
- Operator and maintenance training;
- Streetcar service and inspection;
- Streetcar interior and exterior cleaning;
- Streetcar air-conditioning, current collector and resistor unit repair;
- Fare collection (FC) equipment repair, storage and inspection;
- Traction electrification system (TES) service and inspection;
- TES overhead service and inspection;
- Facilities maintenance;
- System wide parts storage;
- Streetcar operations administration;
- Streetcar maintenance administration;
- Central Control;
- Electronic component repair;
- Communications equipment repair, storage and inspection; and
- Storage of streetcar maintenance-of-way (MOW) materials.
- Car Wash
- LAN Room for all communications

Traction Power Supply and Distribution:

The Design-Build Firm shall design and construct the supply and distribution of the 750 VDC traction power supply system (TPSS) to transmit electric energy from its source to the vehicles. The vehicles will be propelled by electric traction motors. Energy to drive these motors will be supplied to the vehicles by rectifier substations located along the wayside through a system of distribution cables, switches and an overhead contact system (OCS) installed above each track. A pantograph will be mounted on each vehicle

to serve as the interface between the vehicle and the OCS and function as the collector of electrical current for the vehicles. The running rails of each track, bonds, and cabling complete the path of electrical current back to the substation. The sections of the system between the stations, before and after the New River, will be without OCS. Vehicles will travel in these two sections using on-board storage batteries.

Vehicles:

The Design-Build Firm shall design, manufacture, test, deliver, commission, and safety certify Five (5) Streetcar Vehicles. The Design-Builder is responsible for the design and integration of all Vehicle Systems, as defined in the RFP such that all specified requirements are achieved without conflict or error within or between Systems.

Each Vehicle shall be a double articulated, modern urban streetcar with contemporary styling, with the following characteristics:

- At least a Three-section Vehicle, with the Carbody sections configured as A1-C1-B1.
- Not less than 50% low floor. Carbody section C1 shall be low floor.
- Carbody section C1 shall have at least two double wide doorways per side.
- Capable of bi-directional operation, with a fully functional cab at each end. Operating control and performance shall be equal from both cabs.
- Designed for single unit operation with provisions for towing a non-operable Vehicle.
- Heated and air conditioned consistent with the Fort Lauderdale, Florida environment and the Technical Specifications.
- Design shall incorporate the OEES, i.e. a battery and/or capacitor drive System, which shall provide capability for wireless operation in accordance with the Technical Specifications.

4/22/2016

EXHIBIT D

		Funds committed	Funds received (or are accessible for drawdown) by SFRTA	Funds outstanding to be received by SFRTA	Funds expended by SFRTA 2/29/2016	Cash to the Department obtained through County (2/29/2016)
Federal Funds	FTA (TIGER)	\$ 18,000,000	\$ 18,000,000	\$ -	\$ 7,813,689	N/A
	FTA (Small Starts)	\$ 60,794,912	Not yet awarded	\$ 60,794,912	\$ -	N/A
	MPO (Federal)	\$ 3,911,200	\$ 2,111,200	\$ 1,800,000	\$ 1,690,601	N/A
Local Funds	City	\$ 2,000,000	*	\$ -	N/A	N/A
	Cash	\$ 8,500,000	\$ 8,500,000	\$ -	\$ 1,883,251	\$ 6,616,749
	Cash (Northern Loop)	\$ 7,544,568	\$ 7,544,568	\$ -	\$ 580,011	\$ 6,964,557
	County (match)	\$ 5,815,000	\$ 1,476,939	\$ 4,338,061	\$ 256,961	\$ 5,558,039
	SFRTA	\$ 4,228,800	\$ 4,228,800	\$ -	\$ 178,922	\$ 4,049,878
	DDA	\$ 19,490,000	\$ 9,745,000	\$ 9,745,000	\$ -	N/A
	Cash (paid thru City)	\$ 1,100,000	\$ 1,100,000	\$ -	\$ -	\$ 1,100,000
State Funds	FDOT	\$ 41,355,150	\$ 35,996,868	\$ 5,358,282	\$ 2,102,267	N/A
Total:		\$ 172,739,630	\$ 88,703,375	\$ 82,036,255	\$ 14,505,702	\$ 24,289,223

Funds expended by SFRTA 4/21/2016	Cash to the Department obtained through County (4/21/2016)
\$ 8,100,001	N/A
	N/A
\$ 1,690,601	N/A
	N/A
\$ 2,576,904	\$ 5,923,096
\$ 619,599	\$ 6,924,969
\$ 374,245	\$ 5,440,755
\$ 273,385	\$ 3,955,415
	N/A
	\$ 1,100,000
\$ 2,914,619	N/A
\$ 16,549,354	\$ 23,344,236

Notes:

- * \$2,075,000 is not accessible for drawdown (in kind donation). City paid an additional \$75k for closing costs.
- Half the SIB loan is available in FY15 and the remainder FY16
- The \$18,000,000 TIGER grant includes a 10% (\$1,800,000) Administrative Fee for SFRTA. There is \$792,000 left of the \$1,800,000.

Project Cost Estimate:	\$ 195,281,000
Funds Committed:	\$ 172,739,630
Shortfall:	\$ 22,541,370
Local Share (50%):	\$ 11,270,685

Funds that will be provided by the County: (4/21/2016)

<u>Original Estimates</u>			
City Funds:	\$ 14,681,306	\$ 13,948,065	
SFRTA Funds:	\$ 4,049,878	\$ 3,955,415	
County Funds:	\$ 5,558,039	\$ 5,440,755	
<u>Estimate Difference</u>			
Local share (50%):	\$ 11,270,685	\$ 11,270,685	
Total:	\$ 35,559,908	\$ 34,614,921	

Disclaimer: The "funds received" and "expenditure" numbers in this spreadsheet were provided by SFRTA.