



Legislation Text

File #: 24-1737, **Version:** 1

Interoffice Memorandum

DATE: November 13, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT: Brian R Sanders, Manager

PHONE: (407) 836-8022

DIVISION: Transportation Planning Division

ACTION REQUESTED:

Approval and execution of Interlocal Agreement (Pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes) By and between Orange County, Florida and Central Florida Regional Transportation Authority (d/b/a LYNX) For Transit Planning In Kind and Reimbursable Services. Districts 1 and 6. **(Transportation Planning Division)**

PROJECT: N/A

PURPOSE:

The Board and the Central Florida Regional Transportation Authority (LYNX) completed a memorandum of agreement for cooperatively executing the next phase of the International Drive Transit Feasibility and Technology Assessment Study (TFATA II) in March 2024. The memorandum outlined the basic terms of the in-kind and reimbursable services needed for this purpose.

Orange County and LYNX have subsequently completed a related scope of services allowing for improved project definition including refined project terms, details of the invoice and payment processing and delivery of notifications between the entities. The memorandum of agreement and follow-up interlocal agreement document the intentions of both parties to cooperate by implementing a sustainable premium transit system along International Drive from Sea Harbor Drive to Sand Lake Road, including parts of Sea Harbor Drive and Destination Parkway. Orange County will fund the project's preliminary design contract through the Public Works Capital Improvement Program fund while LYNX will provide procurement, management of professional services to address the National Environmental Policy Act criteria, and preliminary design for the project.

The County Attorney's Office, Risk Management Division, Public Works Senior Staff, and the Transportation Planning Division have reviewed this Agreement and find it acceptable. The LYNX board reviewed and authorized the updated agreement on October 24, 2024, at their regular board meeting.

BUDGET: N/A

INTERLOCAL AGREEMENT
(Pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes)
By and between

Orange County, Florida,

and

Central Florida Regional Transportation Authority (d/b/a LYNX)

For Transit Planning In Kind And Reimbursable Services

Orange County Board of County Commissioners

Regular Meeting of December 03, 2024

Central Florida Regional Transportation Authority Governing Board

Regular Meeting of October 24, 2024

THIS INTERLOCAL AGREEMENT ("Agreement"), made in the County of Orange, State of Florida, is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a political subdivision of the State of Florida, and having its principal place of business at 201 S. Rosalind Avenue, Orlando, Florida 32801 (the "County"), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part II, Chapter 343, Florida Statutes, and having its principal place of business at LYNX Central Station, 455 N. Garland Ave., Orlando, Florida 32801 (the "Authority").

WITNESSETH

WHEREAS, provided by Part I, of Chapter 125, of Title XI, in section 125.01(1)(m), of the Florida Statutes, the legislative and governing body of a county shall have the power to carry on county government, to include the provision and regulation of arterial and other roads and related facilities, and to develop and enforce plans for the control of traffic and parking; and

WHEREAS, the Authority was created and established by Part II, Chapter 343, Florida Statutes, for the purpose of governing and operating a public transportation system and public transportation facilities in Seminole, Orange, and Osceola Counties, and may exercise all powers necessary, appurtenant, convenient, or incidental to the carrying out of said purpose; and

WHEREAS, this Agreement is made and entered into by the County and the Authority pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes, the purpose of which is "to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities"; and

WHEREAS, in 2021, County completed the International Drive Transit Feasibility and Alternative Technology Assessment ("TFATA") (hereinafter referred to as "Study"); and

WHEREAS, the Study analyzed the potential of implementing a premium transit service as an urban circular operating within the International Drive ("I-Drive") District along International Drive from Sand Lake Road to Destination Parkway and Sea Harbor Drive (hereinafter referred to as "Project"); and

WHEREAS, the purpose of the Study is to address increasing transportation needs within the I-Drive District and the desire by County to implement a sustainable multimodal system that reflects and complements the surrounding environment; and

WHEREAS, an Implementation Plan was provided to guide the County's decisions around project delivery and County staff was authorized to initiate inter-agency coordination for funding, design, right-of-way acquisition and construction phases of the project; and

WHEREAS, County seeks to complete the appropriate reviews as required by the National Environmental Policy Act ("NEPA") and preliminary design work to enter into Project Development ("PD") with the Federal Transit Administration ("FTA"); and

WHEREAS, PD is the FTA’s formal process for entering into its Capital Improvement Grant (“CIG”) program for funding a transit fixed "guideway" project for which FTA agrees to provide New Starts Funding and which results from the Study (“New Starts”) and funding for a transit fixed guideway system or corridor-based BRT system project for which FTA agrees to provide Small Starts Funding and which results from the Study (“Small Starts”) that includes selecting a Locally Preferred Alternative (“LPA”), completing NEPA and receiving an environmental decision from the FTA, and providing sufficient information for the FTA to develop a project rating; and

WHEREAS, Authority has been requested by the County to provide in-kind services and procure reimbursable services and serve as the lead agency for the Project as the public transit authority for the Central Florida Region and the prospective operator of the completed Project; and

WHEREAS, the in-kind services provided by Authority as the lead agency include the procurement and management of County-reimbursed professional services to complete a NEPA assessment and preliminary design for the Project; and

WHEREAS, the in-kind services and reimbursable professional services (collectively hereinafter referred to as “Scope of Services”) were developed jointly and approved by the County and Authority for the Project; and

WHEREAS, Authority is the designated recipient of FTA funds in Central Florida, and certifies the agency annual through the Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements; and

WHEREAS, the in-kind services provided by Authority and the reimbursable services procured by Authority, will be essential to the success of the Project due to expertise in the transit industry and knowledge of the FTA project development process for New Starts and Small Starts projects; and

WHEREAS, the parties entered into a Memorandum of Agreement on March 26, 2024 (“MOA”), memorializing the intentions of the respective parties with respect to a proposed Scope of Services for in-kind services to be provided by Authority as well as a maximum commitment of Two Million One Hundred Thousand Dollars (\$2,100,000) by the County for payment to Authority of reimbursable services related to professional services Authority would procure and manage to complete a NEPA assessment and preliminary design for the Project. The MOA included the requirement that the parties enter in to this Agreement to address the specific terms and conditions related to the Project; and

WHEREAS, the Board of County Commissioners of Orange County, Florida, hereby finds and declares that this Agreement promotes a valid and important public purpose and is in the best interest of the public health, safety, and welfare of the citizens of Orange County.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the County and the Authority agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth hereinafter.

2. **Scope of Services.** The focus of the Scope of Services will be the segment of International Drive from Sea Harbor Drive to Sand Lake Road, on Destination Parkway from

International Drive to the Intermodal Transit Station and Sea Harbor Drive from Sea World to International Drive more particularly set forth in the Scope of Services - Exhibit "A", attached hereto and incorporated by reference. The Scope of Services shall occur in two separate phases and under the following conditions:

2.1. For Phase 1, Authority's consultant ("Consultant") will assist Authority and County in preparing a Class of Action ("COA") request to the FTA. The Consultant shall satisfy the FTA's guidance for the CIG Small Starts Program and the Florida Department of Transportation's ("FDOT") Project Development and Environment ("PD&E") requirements. Additionally, the Consultant shall prepare for and request entrance into the FTA CIG Small Starts Program.

2.2. Phase 2 is an optional phase. Prior to beginning Phase 2, the Consultant shall obtain a written authorization from Authority in consultation with the County to proceed with Phase 2. Under Phase 2, the Consultant shall comply with all the FTA CIG Small Starts Project Development guidelines, the National Environmental Policy Act ("NEPA") and the FDOT's PD&E requirements. Authority and the County have the option not to proceed with further phases of the contract if the request for entry into PD is denied by FTA. The Consultant shall also perform environmental and preliminary engineering analyses for the project sufficient to obtain clearance from FTA pursuant to NEPA.

3. Term of Agreement. Subject to Section 26, the term of this Agreement and the period for performance of the Project under this Agreement extends from the date the last party executes this Agreement and continues until the date which is forty-eight (48) months following the Authority contract award date for the Consultant (the "Completion Date"). The Consultant shall seek to complete Phase 1 within one year of the Consultant contract award and seek to complete Phase 2 within two years of Phase I completion. If Authority does not complete the Scope of Services on or before the Completion Date, this Agreement will expire, unless the Completion Date is modified by an executed amendment to this Agreement. Expiration of this Agreement will be considered termination of the Scope of Services.

4. Invoicing and Payment. Requests for payment of reimbursable services by Authority shall include an invoice, progress report and supporting documentation for the work progress being billed that are acceptable to County. Authority invoicing shall be submitted no more than once per month. The County shall pay all undisputed invoices within thirty (30) of receipt. Requests for payment and supporting documentation shall be submitted by Authority in detail sufficient for a proper pre-audit and post-audit as set forth in Section 7. Supporting documentation must substantiate the amount of progress made on the Scope of Services in a verifiable manner and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by Authority. Supporting documentation must also establish that its Consultant's deliverables were received and accepted in writing by Authority and must also establish that the required minimum level of service to be performed and criteria for evaluating successful completion have been met.

5. Qualified Consultant Selection. Authority shall be responsible for selection and contracting with a consultant using its normal competitive bid procedures and in accordance with applicable state law, rules, and regulations. County shall serve on and have the appropriate voting rights on the Authority's procurement selection committee for the Consultant.

6. Maximum County Reimbursement Amount. The maximum County reimbursement amount to Authority is Two Million One Hundred Thousand Dollars (\$2,100,000) (the

"County Contribution"). The County Contribution may increase or decrease depending on the proposals received in response to the request for proposal process described in Section 5 above (it being acknowledged and agreed that Authority will not contract with a proposer without first obtaining the consent of the County should the cost of the contract exceed the initial County Contribution); however, the County Contribution will remain fixed and shall not be increased without the parties formally amending this Agreement pursuant to Section 25 herein.

7. **Right to Audit.** The Authority shall maintain and keep books and records as are reasonably necessary to audit, track, and verify all expenditures related to the Study and, to the extent applicable, future phases of the New Starts or Small Starts planning and project development process, and the New Starts or Small Starts Project. The Authority shall retain and maintain such books and records for at least five (5) years after the termination of this Agreement or until all then outstanding audits are closed, whichever is later. For the duration of this Agreement, and for five (5) years after the termination of this Agreement, the County and any third-party auditor designated by either of them shall have the right to independently examine, audit, inspect, and transcribe the books and records of the Authority. The County agrees that any auditor that it designates to act pursuant to this section shall be knowledgeable in auditing such books and records. Any books and records required to be disclosed to the County pursuant to this section shall be available for review during normal business hours on reasonable notice at the offices of the Authority and may not be removed without the consent of the Authority, which consent will not be unreasonably withheld. Such review shall be conducted in such a manner as to minimize, to the extent practicable, disruption and inconvenience to the Authority and its staff. Internal control standards and records required thereby shall be made available for review to the auditor. The reasonable costs and expenses incurred by each party under this section shall be borne by each respective party. The rights granted to the County under this section shall be in addition to and not in limitation of any other inspection or audit rights that the County may have under law.

8. **Indemnification by Third Parties.** Subject to the limitations contained in Section 725.06, Florida Statutes, on and after the effective date of this Agreement, the Authority shall require all third party vendors providing any goods or services related to the Scope of Services, to defend, indemnify, and hold harmless both the County and the Authority, and each of their respective officers, directors, agents, and employees, whether elected, appointed, or otherwise (collectively referred to as the "Indemnitees" and individually as the "Indemnitee") from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses, and other consultants, at their respective prevailing market rates for such services) (collectively, "Damages") whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty, or any other principle or theory of law or equity, that are imposed upon, incurred by, or asserted against an Indemnitee or the Indemnitees or which an Indemnitee or the Indemnitee, may suffer or be required to pay and which arise out of or relate in any manner from the respective third party's performance of any work (or failure to perform any obligation or duty associated with such work) associated with the Agreement, and which is caused in whole or in part by the respective third party, or any of its agents, employees, officers, directors, contractors, subcontractors, affiliates, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Nothing contained in this section shall constitute or be construed to mean or result in any indemnification of any matter by the County or the Authority to any other party, nor shall it constitute a waiver by the County or the Authority of its grants and privileges under the principles of sovereign immunity, including the limitations on liability outlined in Section 768.28, Florida Statutes. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing a claim otherwise barred by sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. **Third Party Insurance.** On and after the effective date of this Agreement, the Authority shall require its Consultant providing any goods or services related in any way to the Scope of Services to provide and maintain insurance in accordance with the insurance coverage policies of the County and the Authority for such third party goods and services providers. The respective policy or policies must name the County and the Authority as an additional insured. Nothing contained herein shall require the County or the Authority to itself obtain any insurance. Nothing in this Agreement, including the requirement to list the County and the Authority as "additional insureds" on any insurance policy shall constitute a waiver by the County or the Authority of its grants and privileges under the principles of sovereign immunity, including the limitations of liability outlined in Section 768.28, Florida Statutes.

10. **No Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant, promise, or obligation of any official, officer, director, agent, or employee, whether elected, appointed, or otherwise, of the County or the Authority in their respective individual or private capacity and neither shall any such persons or entities be subject to personal or private liability by reason of any covenant, promise, or obligation of the County or the Authority hereunder.

11. **Delivery of Notices.** Any notice, demand, or other communication which any party may desire or may be required to give to any other party shall be in writing delivered by any one or more of the following methods, (i) hand delivery, (ii) a nationally recognized overnight courier, (iii) facsimile, or (iv) United States Postal Service mail, first class, postage prepaid, or by United States Postal Service certified or registered mail with return receipt requested, to the following addresses, or to such other address as the party to receive such communication may have designated to all other parties by notice in accordance herewith:

If to the County: Orange County Transportation Planning Manager
4200 S. John Young Parkway
Orlando, Florida 32839-9205

Telephone: (407) 836-8070

Facsimile: (407) 836-8079

With a copy to: Orange County Attorney P.O. Box 1393
Orlando, Florida 32802-1393

Telephone: (407) 836-7320

Facsimile: (407) 836-5888

If to Authority: Central Florida Regional Transportation Authority

455 N. Garland Avenue

Orlando, Florida 32801

Attn: Procurement Manager

Telephone: (407) 841-2279

Facsimile: (407) 254-6292

With a copy to: Central Florida Regional Transportation Authority

455 N. Garland Avenue

Orlando, Florida 32801

Attn: Chief Executive Officer
Telephone: (407) 841-2279
Facsimile: (407) 254-6320

With copy to: Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esquire
Telephone: (407) 423-4000
Facsimile: (407) 843-6610

Any such notice, demand, or communication shall be deemed delivered and effective upon the earlier to occur of actual delivery or, if delivered by facsimile, the same day as confirmed by facsimile transmission.

12. **Assignment.** Neither party may assign this Agreement, or any portion thereof, without the prior, written consent of the other party, except that the Authority may contract with a consultant as contemplated herein.

13. **Third Parties.** Except as explicitly provided for herein, there shall be no third party beneficiaries with respect to this Agreement, and no right, nor any cause of action, shall occur to or for the benefit of any third party.

14. **Compliance.** Except as explicitly provided for herein, any provision that permits or requires a party to take action shall be deemed to permit or require, as the case may be, the party to cause the action to be taken.

15. **Remedies.** Nothing in this Agreement shall be construed to limit either party's remedies in equity or law.

16. **Governing Law and Venue.** This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any action or proceeding relating to the validity, performance, and enforcement of this Agreement, whether in law or equity, shall be brought and heard in Orange County, Florida. The County and the Authority hereby submit to the jurisdiction of the courts within Orange County, Florida, whether federal or state, for the purposes of any suit, action, or other proceeding, arising out of or relating to this Agreement, and hereby agree not to assert by way of motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper.

17. **Interpretation.** In the event any provision of this Agreement is capable of more than one reasonable interpretation, one which renders the provision invalid and one that would render the provision valid, the provision shall be interpreted so as to render it valid.

18. **Further Assurances.** The County and the Authority shall cooperate and work together in good faith to the extent reasonably necessary to accomplish the mutual intent of the parties as expressed and anticipated herein.

19. **Entire Agreement.** This Agreement constitutes the entire, full, and complete agreement between the County and the Authority, with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations, and statements, whether written or oral by either of the parties hereto.

20. **Captions, Headings, and Table of Contents.** The captions, headings, and the table of contents of this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement nor shall in any way affect this Agreement or the interpretation or construction thereof.

21. **No Joint Venture or Agency.** Nothing contained in this Agreement or any other document executed in connection herewith is intended or shall be construed to establish the County as a joint adventurer or partner, team member, contractor, agent or assign of the Authority. The County represents and warrants that it cannot create any obligation or responsibility on behalf of the Authority, nor bind the Authority in any manner. The Authority represents and warrants that it cannot create any obligation or responsibility on behalf of the County, nor bind the County in any manner. Each party hereto is acting on its own behalf, and has made its own independent decision to enter into this Agreement, and has likewise determined that the same is appropriate, proper, and in its own self-interest based upon its own judgment and the advice from such advisers as it may deem necessary and proper. Additionally, the County and the Authority, along with their respective agents, contractors, and subcontractors, shall perform all activities that are required and anticipated by this Agreement as separate and independent entities and not as agents of the other party hereto.

22. **Severability.** If any sentence, phrase, section, provision, portion, or part of this Agreement is for any reason held illegal or invalid by a court of competent jurisdiction, and which part shall not appear to have been a controlling or material inducement to the making hereof, such part shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the full force and binding effect of the remainder, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

23. **Default Notice.** The County and the Authority will immediately notify each other in the event of any known, discovered, or anticipated default hereunder.

24. **Non-action or Failure to Observe Provisions.** The failure of either the County or the Authority to promptly insist upon strict performance of any term, covenant, condition, or provision of this Agreement, or any other agreement, understanding, license, or arrangement contemplated hereby, shall not be deemed a waiver of any right or remedy that either the County or the Authority may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition, or provision.

25. **Modification.** Modification of this Agreement may only be made by written agreement of the parties hereto.

26. **Effective Date and Term.** This Agreement shall be effective as of the date the last party executes the Agreement, and shall thereafter remain in effect until the Completion Date, unless otherwise earlier terminated pursuant to the provisions herein. Those provisions of this Agreement which by their nature are intended to survive a termination of this Agreement shall remain in effect following any such termination.

27. **Termination of Agreement.**

27.1. **For Cause.** In the event that either party (the "**Breaching Party**") fails to fulfill any material obligation established hereunder, or violates any material covenant, term, or condition of this Agreement, the non-Breaching Party shall give the Breaching Party written notice of such breach, failure, or violation. If such breach, failure, or violation is not cured to the reasonable satisfaction of the non-Breaching Party within 30 days from the date of the notice, the

non-Breaching Party may terminate this Agreement effective upon such additional notice to such effect or upon such other date as specified in such notice. To the extent that the total amounts expended by the Authority hereunder which are properly chargeable against the Project Budget up to the effective date of termination are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the County for any remaining portion of the Local Share. For purposes of determining the portion of the Local Share remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Share and project funding shares of the Additional Funding Partners.

27.2. **For Convenience.** Each party shall have the option, in each such party's sole discretion, to terminate this Agreement at any time for convenience and without cause. Either party may exercise this option by giving the other party a written notice of termination specifying the date that termination will become effective, such date being not less than 30 days from the date of the notice of termination. To the extent that the total amounts expended by the Authority hereunder which are properly chargeable against the Project Budget up to the effective date of termination are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the County for any remaining portion of the Local Share. For purposes of determining the portion of the Local Share remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Share and project funding shares of the Additional Funding Partners.

27.3. **Failure to appropriate Funds.** The County's obligation to pay the Local Share is contingent upon an appropriation of funds in the specified amount by the Orange County Board of County Commissioners in the Fiscal Year 2024/2025 budget. Should the County fail or decline to appropriate funds for the Local Share in the 2024/2025 budget, then the County may immediately and unilaterally terminate this Agreement upon providing written notice to the Authority of such termination.

28. **Authority to Execute and Comply.** The County and the Authority each represent and warrant that their respective signatories hereunder have been duly and lawfully authorized by the appropriate body or official(s) to execute this Agreement. Additionally, the County and the Authority each represent and warrant that they have respectively complied with all applicable requirements and preconditions of law necessary to enter into and be bound by this Agreement, and that they have full power and authority to comply with the terms and provisions of this Agreement.

29. **Binding Nature of this Agreement.** This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto.

30. **Computation of Time.** In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which case the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

31. **Counterparts' Copies.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. True and accurate photocopies, facsimiles, or other mechanical reproductions shall have the same force and effect as the validly executed original, and, in lieu of the validly executed original, any party hereto may use such reproduction of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

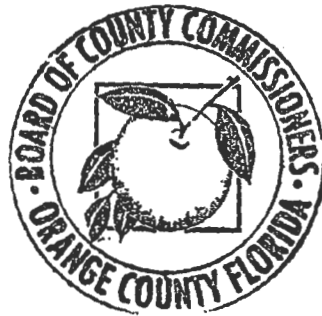
32. **Sovereign Immunity.** Each party hereto is a governmental agency or unit entitled to the benefit of the principles of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall constitute a waiver by either party of such principles or the limits of liability contained therein, and each party retains its rights and grants under sovereign immunity.

IN WITNESS WHEREOF, the County and the Authority have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and had their seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following pages]

Interlocal Agreement Between Orange County, Florida, and Central Florida Regional
Transportation Authority (d/b/a LYNX) for Transit Planning In Kind And Reimbursable Services

SIGNATURE PAGE BY COUNTY



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry Demings*
for Jerry Demings, Mayor

Date: December 3, 2024


ATTEST: PHIL DIAMOND, County Comptroller
As Clerk of the Board of County Commissioners

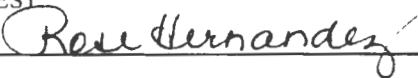
By: *Jennifer Horn-Kline*
Deputy Clerk

Interlocal Agreement Between Orange County, Florida, and Central Florida Regional
Transportation Authority (d/b/a LYNX) for Transit Planning In Kind And Reimbursable Services

SIGNATURE PAGE BY AUTHORITY

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY, a Florida body
politic and corporate:

By: 
Name: Tiffany Homler Hawkins
Title: Chief Executive Officer

ATTEST:
By: 

Name: Rose Hernandez

Title: Executive Assistant

Reviewed as to Form:

This Agreement has been reviewed as to form by the Authority's General Counsel. This confirmation is not to be relied upon by any person other than the Authority or for any other purpose.

AKERMAN LLP

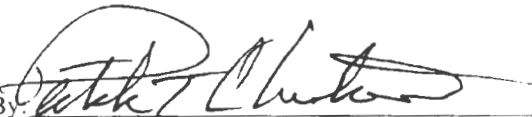
By: 
Name: Pat Christiansen
Title: Partner

EXHIBIT A SCOPE OF WORK

COMPLETION OF FEDERAL TRANSIT ADMINISTRATION (FTA) CAPITAL INVESTMENT GRANT (CIG) SMALL STARTS PROJECT DEVELOPMENT (PD), PRELIMINARY ENGINEERING AND NEPA CONTRACT

International Drive, Destination Parkway & Sea Harbor Drive

International Drive from Sea Harbor Drive to Sand Lake Road, on Destination Parkway from International Drive to the Intermodal Transit Station and Sea Harbor Drive from Sea World to International Drive - Approximate Length: 3.75 miles

Background:

Orange County has completed an International Drive Transit Feasibility and Alternate Technology Analysis (TFATA) from Sea Harbor Drive to Sand Lake Road in Orlando, Florida. The feasibility study recommended the implementation of a premium bus transit service as an urban circulator operating within International Drive District generally located on International Drive from Sea Harbor Drive to Sand Lake Road, Destination Parkway from International Drive to the designated Intermodal Transit Station and Sea Harbor Drive from Sea World to International Drive. The premium bus service will be operating in newly installed transit lanes added to International Drive. The completion of the transit lanes is anticipated in 2029, and this improvement may be used as local match if the project part is in the FTA PD process and meets the FTA guidance and criteria. An extensive public involvement and agency coordination effort was included with this TFATA project, which was approved by the BCC on July 27, 2021.

The objective of the previous study was to determine the feasibility of installing premium transit in the selected corridors, to compare and select the best suited vehicle type and operating scenario for implementing the transit service, to gather support and recommendations and to address concerns of the stakeholders and employers in the proposed service area, and to provide safe, efficient, equitable cost effective, and attractive transit service to residents, the work force, and visitors in the I-Drive area.

Scope of Services:

This is a two-phase scope of services. In Phase 1, the CONSULTANT shall assist the Central Florida Regional Transportation Authority (d.b.a. LYNX) and Orange County (COUNTY) in preparing a Class of Action (COA) request to the FTA. The CONSULTANT shall satisfy the FTA's guidance for the Capital Investment Grant (CIG) SMALL STARTS Program and the DEPARTMENT's Project Development and Environment (PD&E) requirements. Additionally, the CONSULTANT shall prepare for and request entrance into the FTA CIG SMALL STARTS Program. In Phase 2, the CONSULTANT shall comply with all the FTA CIG SMALL STARTS Project Development guidelines, the National Environmental Policy Act (NEPA) and the DEPARTMENT's PD&E requirements. LYNX and the COUNTY have the option not to proceed with further phases of the contract if the request for entry into PD is denied by FTA. In Phase 2, the CONSULTANT shall perform environmental and preliminary engineering analyses for the

project sufficient to obtain clearance from FTA pursuant to the NEPA. Therefore, Phase 2 is an optional phase, and the CONSULTANT shall obtain a written authorization from LYNX in consultation with the COUNTY to proceed with Phase 2.

Phase 1: Preparation for PD	Phase 2: Project Development (Optional Phase)
Preparation for Project Development NEPA Preliminary Work Request Entry into FTA CIG Program	Requires FTA approval to enter (maximum of two years for completion) NEPA and Environmental Review Preliminary Engineering (at least 30% Design) Adopt LPA into LRTP

The purpose of the Exhibit above is to describe the scope of work and the responsibilities of the CONSULTANT and LYNX regarding the project planning and environmental studies necessary to comply with LYNX procedures and potentially to obtain Federal Transit Administration (FTA) approval for a CIG SMALL STARTS application for this transit facility.

This scope will follow the process outlined in Part 1, Chapter 14 of the DEPARTMENT's PD&E Manual available at <http://www.fdot.gov/environment/pubs/pdeman/pdeman1.shtm> and current FTA Final Policy Guidance for the CIG Program (available at <https://www.transit.dot.gov/funding/grant-programs/capital-investments/final-capital-investment-grant-program-interim-policy>). As appropriate, tasks identified in this scope of work will be done in accordance with the DEPARTMENT's PD&E Manual, unless otherwise stated.

The PD&E Manual incorporates all the requirements of the NEPA; Federal law and executive orders; applicable Federal regulations included in the Federal Highway Administration (FHWA) Federal-Aid Policy Guide; FTA Guidelines and applicable State laws and regulations including Chapter 339.155 of the Florida Statutes. As appropriate the Project documentation prepared by the CONSULTANT in accordance with the PD&E Manual will therefore follow all applicable State and Federal laws, executive orders, and regulations.

The CONSULTANT shall provide planning and conceptual engineering services required for the CIG Small Starts applications, including consideration of all social, economic, environmental effects, and mitigation as required by the FTA, FHWA and/or the Project PD&E Manual, along with the required environmental documents, engineering reports, preliminary plans, public workshops, meetings and potentially hearing, and right-of-way maps.

LYNX will provide contract administration and management services and technical reviews of all work associated with the development and preparation of the engineering/environmental study reports for the transit facility.

The CONSULTANT shall identify and make recommendations to address Complete Streets, Roadway Functional and Context Classification and corresponding Orange County Transect(s). The CONSULTANT shall assess the six indicators recommended within the Orange County environmental justice framework and shall propose improvements compliant with Title VI including but not limited to Environmental Justice, Limited English Proficiency, the Americans with

Disabilities Act, and related federal and state standards and Orange County Ordinances, codes, and policies.

The CONSULTANT shall conduct the appropriate level of engineering and environmental analyses related to the anticipated Class of Action (COA) for this project, as outlined in the PD&E Manual, the FDOT Design Manual (FDM), and directed by the Project objectives. The level of analysis depends on complexity of the Project, level of controversy, potential for significant impacts, and degree and quality of information / data available. FTA will determine the Class of Action of the Project prior to the PD process (Phase 2), if it is determined that the recommended alternative will use Federal funds.

The CONSULTANT is fully responsible for all work performed and work products developed under this Scope of Services, including work products prepared by Sub Consultants. The CONSULTANT and Sub Consultants are expected to know the laws and rules, and most current guidance governing their profession and are expected to provide professional services in accordance with current and applicable regulations, codes, ordinances, and standards.

All design work requires certification by a Professional Engineer and shall contain a signed and sealed Engineer's Certification of Compliance attached herein as reference 2, and have the following experience and qualifications:

- i. Transfer center site evaluation, design and construction expertise.
- ii. Permitting expertise, including scheduling and application requirements
- iii. NEPA, Phase 1 Environmental and Small Starts regulatory requirements for reporting and submittals.
- iv. Building design and construction expertise
- v. Facility design and construction expertise
- vi. Roadway and fixed guideway design and construction expertise
- vii. Intelligent transportation systems architecture and management Traffic analysis and study, including signal warrants.
- viii. Real property analysis expertise
- ix. Cost estimating expertise
- x. Environmental impact analysis
- xi. Construction management expertise
- xii. Knowledge of Transit Development Plan(s), Comprehensive Operational Analysis Plan, MetroPlan Orlando's Long-Range Transportation Plan, FDOT's Design Manual, FDOT's Transit Concept and Alternatives Review Guidance, FDOT's Accessing Transit Design Handbook, and FDOT's Traffic Engineering Manual (TEM), and all other applicable Federal, Local Government, building, zoning codes, and construction regulatory requirements
- xvi. Knowledge of Americans with Disabilities Act (ADA) requirements

LYNX desires the Consultant team to have the capability of providing services associated with design, engineering, environmental, construction, construction oversight and rehabilitation of transit infrastructure. Examples of capabilities include, but are not limited to:

- i. Agency design coordination
- ii. Geotechnical engineering

- iii. Structural engineering
- iv. Environmental site assessment, NEPA assessment and documentation, feasibility studies, design, and reporting
- v. Field review and analysis of potential capital improvements
- vi. Registered land surveyor
- vii. Site, space planning, survey and/or layout
- viii. Architectural and engineering services by licensed and supervised personnel
- ix. Roadway design and review
- x. Utility engineering
- xi. Quality assurance support
- xii. Life cycle cost analysis
- xiii. Value engineering
- xiv. Preliminary design and review
- xv. Final design and shop drawing reviews
- xvi. Engineering support for permitting/approvals
- xvii. Design criteria analysis
- xviii. ADA compliance review
- xix. Cost estimating/Take-off of prices by qualified estimators
- xx. Evaluation of biddable plans and specifications
- xxi. Construction management
- xxii. Systems design coordination

Please be advised of the following prohibition: A Consultant firm or its affiliate who was the Designer or Engineer of Record is precluded from bidding on the same project as a member of the construction contractor's team (subcontractor). Additionally, a Consultant firm may be precluded from bidding on the same project to provide Construction Engineering Inspection Services as determined in the sole discretion by LYNX.

The CONSULTANT shall maximize the use of existing information available from state, regional, local agencies, private sources, and its own files. Examples include the Programming Screen Summary Report, Concept Reports, previously completed planning products, listed species reports, Florida Environmental Protection OCULUS Electronic Document Management System for Orange County, and others as appropriate.

The tasks included in this Scope of Services can be generally grouped into the following eight primary categories:

- i. Project Management
- ii. Public and Stakeholder Involvement
- iii. Early Environmental Analysis
- iv. Entry into Project Development
- v. Recommended Alternative Refinement
- vi. Evaluation and Conceptual Engineering of Recommended Alternative
- vii. Environmental Analysis and Documentation
- viii. Locally Preferred Alternative

The format and digital source application used for all submittals are subject to LYNX acceptance and approval. All maps and illustrations depicting aerial extent shall be provided to LYNX in the

original, editable, electronic format and shall include a directional symbol indicating north and scale appropriate to the map at the size presented. Reproduced maps of greater or lesser dimension than the original must include a modified scale specific to the reproduced map. All illustrations and photographs depicting vertical extent shall be similarly marked when illustrating design features or shall contain captions providing location and direction of the view.

The scope of service addresses each task within these elements and serves to further define specific requirements.

1. Project Management

1.1 Project Coordination Meetings

The CONSULTANT shall meet with LYNX as needed throughout the life of the Project. It is anticipated that meetings will occur every four (4) weeks, for approximately twelve (12) meetings during the study period. These meetings will include progress and miscellaneous review and other coordination activities with LYNX. The CONSULTANT shall prepare for, and the CONSULTANT's Project Manager shall attend, a Notice to Proceed Meeting with the LYNX Project Manager and staff. At this meeting, LYNX staff and key members of the Consulting team shall set the parameters for the project and formally initiate the study.

1.2 Project Status Reporting

The CONSULTANT shall conduct regular (at least monthly) progress status meetings with LYNX to address completion of scope tasks relative to project schedule and budget resources. (May be conducted together with coordination meetings).

1.3 Project Management/Supervision

Work effort for the Management/Supervision for each Section shall be included in the various Pay Items for each Section and shall not exceed 5 percent (5%) of the total Prime CONSULTANT's fee for that Section.

1.4 Project Schedule

Within ten (10) business days after the Notice to Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall submit a detailed Project activity/event schedule to LYNX. The schedule shall indicate all required submittals, critical path activities, and key project milestones/activity codes. The CONSULTANT shall allow for a review period of at least thirty (30) days for each draft technical report or memorandum submitted for LYNX reviews and/or County Review in the schedule.

1.5 Invoices

Payment for the work accomplished will be in accordance with the contract for this project. The LYNX Project Manager and the CONSULTANT will monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the study schedule and the work accomplished and accepted by LYNX. The LYNX Project Manager will decide whether work accomplished is of sufficient quality and quantity by comparing the reported Scope of Services percent complete against actual work accomplished.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have occurred and the results are acceptable to LYNX.

No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a supplemental agreement and issuance of an appropriate Modification to the Contract. Payment will only be made for documented work performed as per the scope of work. All Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred. Advance payment for work not started or completed is not allowed. LYNX will accept no obligation for any services provided which do not conform to this requirement.

1.6 Quality Assurance/Quality Control

The CONSULTANT shall establish a procedure, acceptable to LYNX, for Quality Assurance and Quality Control (QA/QC) covering the completion of all work through this contract. The CONSULTANT will check, review, and conduct surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work. At a minimum, the CONSULTANT Quality Control Plan shall include a quality review checklist, and a certification that the CONSULTANT has performed the quality control review for the deliverable. Within twenty (20) business days from the Notice to Proceed, the CONSULTANT shall submit its QC Plan to the LYNX Project Manager for approval.

The CONSULTANT shall designate appropriate staff to conduct QA/QC reviews of all work products. Fees for QA/QC are limited to the Prime Contractor and are not applicable to the management of subcontractors and shall not include subcontractor QA/QC fees. Reviews shall be performed for newsletters, webpages, press releases, exhibits, PowerPoint presentations, reports, maps, invoices, and other work products prior to them being submitted to LYNX for review or use. Work effort for QA/QC reviews shall be included as part of the work effort for the prime CONSULTANT the Pay Items in each section as identified elsewhere herein and shall not exceed 5 percent (5%) of both the sum of the total Prime CONSULTANT's Section fee and the Prime CONSULTANT's project management fee for that Section.

1.7 Data to be Provided by LYNX and the COUNTY

Project data currently on file and available from study partners will be provided as requested, such as:

- Existing County right of way identification maps and information on existing surplus right of way under ownership by the COUNTY or participating local agency.
- Recently completed roadway studies for the study area including PD&E and Roadway Conceptual Analysis (RCA) studies, access management, intersection plans, design files, and capacity improvements.
- Multimodal or small area studies including freight, interchange, intersection, transit, pedestrian, bicycle, land use and signal priority.
- Previously conducted transit vision plans, transit feasibility studies, comprehensive operations analyses, transit development plans, etc.
- All information in the possession of the COUNTY pertaining to prior and on-going studies that may affect the project such as existing construction and as-built plans, bridge inspection reports and load ratings, prior environmental studies, existing permit information, existing drainage and geotechnical reports and any agreements with third parties related to the Project corridor.
- All available information in the possession of the COUNTY pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that is in possession or may become available to the COUNTY pertaining to subdivision plans, so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right of way.
- Existing Horizontal Network Control.
- FDOT crash data.
- Available traffic and planning data.
- Proposed right of way cost data.

1.8 Deliverables and Pay Items

Work to be completed under this section by the CONSULTANT shall require the following items to be delivered and accepted by LYNX:

- Project Coordination Meetings/Minutes
- Project Status Reports/Minutes
- Project Schedule
- QA/QC Plan

2. Public and Stakeholder Involvement

Public outreach applies to Phases 1 and 2 and will be tailored to the specific needs of the project as determined by the LYNX Project Manager. Public outreach includes communicating to and receiving information from all interested persons, groups, and government organizations information regarding the development of the Project. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this Project as outlined in Part 1 Chapter 14, Part 1, Chapter 11, and Part 2, Chapter 4 of the PD&E Manual and the following sections.

2.1 Public/Agency Involvement Plan

The CONSULTANT shall be responsible for developing a Public Involvement Plan (PIP) consistent with Federal and State requirements that encourages participation, creates opportunities for citizens to provide input, educates, is interactive and produces a uniform Project image. Where possible visualization techniques and other technologies should be used to communicate information and data as needed. The PIP shall also include two or three evaluation measures that can be employed to demonstrate the effectiveness of the public involvement activities over the course of the study. At LYNX's request, the CONSULTANT shall prepare and administer surveys, questionnaires and other public participation exercises and present supporting materials such as, but not limited to, presentations, renderings, and maps either in-person or virtually. At project initiation a schedule of tasks, meetings, presentations, and milestones will be developed by the CONSULTANT and reviewed by LYNX.

▪ Coordination Meetings

The CONSULTANT shall coordinate a plan to correspond with the following agencies. Additional agencies may be added to the following list based on discussions with the CONSULTANT and LYNX. Up to thirty (30) follow-up meetings/virtual meetings/telephone calls/electronic mail conversations will be needed to provide communication for coordination with the following in preparation for a Categorical Exclusion (CatEx), Environmental Assessment (EA) or an Environmental Impact Statement (EIS) as per Part 1, Chapter 14 of the PD&E Manual.

- United States Fish & Wildlife Service (USFWS)
- Army Corps of Engineers, (ACOE)
- Florida Department of Environmental Protection (FDEP)
- Florida Fish & Wildlife Conservation Commission (FFWCC)
- South Florida Water Management District
- City of Orlando Public Works Water Reclamation
- Orlando Utilities Commission
- Orange County Utilities Department
- Orange County Parks and Recreation
- Orange County Environmental Protection Department (EPD)
- Orange County Fire Rescue
- Orange County Sheriff's Department
- Orange County Real Estate Management
- Orange County Public Works
- Orange County Convention Center (OCCC)
- Orange County International Drive Community Redevelopment Agency (CRA)
- Central Florida Expressway Authority (CFX)
- Florida Turnpike Enterprise
- Florida Department of Transportation (FDOT)
- Duke Energy
- Federal Transit Administration (FTA)

Where agency involvement is required or agency participation is requested at a public meeting, the CONSULTANT shall coordinate with pertinent agencies a minimum of 30

days prior to the public meeting.

- **Identify Roles & Responsibilities, Memorandum of Understanding**
The CONSULTANT's PIP shall identify the recommended roles and responsibilities for all stakeholder and partner agencies participating in the study and obtain LYNX confirmation.

2.2 Partner & Resource Agency Coordination

The CONSULTANT shall support LYNX, confirming input of the Project into the FDOT Efficient Transportation Decision Making (ETDM) planning screen and coordinating with all impacted resource agencies.

The CONSULTANT shall prepare all information and content necessary for LYNX to finalize and submit Advanced Notification for the Project. This activity shall occur when early environmental activities are initiated.

2.3 Public/Agency Involvement Activities

The CONSULTANT shall support all public involvement activities required for appropriate outreach and information sharing objectives of this Project, including but not limited to briefings, meetings, workshops and media events.

- **Stakeholder Coordination**
The CONSULTANT shall prepare for and attend presentations to stakeholders, including but not limited to the Metropolitan Planning Organization (MPO) Board and its advisory committees, the County Commission, the LYNX Board of Directors, FTA, International Drive Business Improvement District, International Drive Chamber of Commerce, and other agencies and organizations, as identified by LYNX and Orange County.
- **FTA Coordination**
The CONSULTANT, in coordination with the partner agencies, shall participate in dialogue with FTA to ensure FTA understands the Project and that the process is consistent with agency guidelines. These meetings shall address but may not be limited to: NEPA; PD items; STOPS modeling methodology and adequacy; ensuring the alternative addresses the project purpose and need; model results, reasonableness of model output and user benefits; and capital and operating costs.
- **Coordination with other Projects**
The CONSULTANT shall coordinate work activities with any ongoing and/or planned projects that may affect this Project. LYNX and the CONSULTANT shall coordinate with local governmental entities to ensure Project concepts are compatible with local improvements and right of way activities. The CONSULTANT shall inform the LYNX Project Manager of all coordination activities with other agencies or entities prior to holding such activities.

The CONSULTANT shall coordinate with pertinent Projects and studies including, but not limited to:

- Orange County International Drive Pedestrian Overpass Intersection Analysis and Overpass Conceptual Design Study
- Orange County International Drive Area Transit Lanes
- Florida Department of Transportation I-4 Ultimate/Beyond the Ultimate
- FDOT/Universal/Orange County Partnership Kirkman Road Extension
- Orange County Tradeshow Road widening project
- Sunshine Corridor
- Universal's Epic Universe
- Destination Parkway Transit Site
- Orange County Property: Parcel 07-24-29-3847-00-010
- Universal Catchlight Crossings
- Orange County Transit Plan March 1, 2022 (Revised April 11, 2022)

▪ **Project Newsletters, Factsheets and Website**

The newsletters shall be prepared in English and in other languages required by the LEP Plan within and abutting the corridor indicates. Newsletters shall be printed in color on 8 ½" x 11" sheets in a format acceptable to LYNX. Each English newsletter shall also include a point contact, where applicable, for each limited English proficiency deficiency. Sufficient copies of each English edition shall be printed by the Consultant to provide 110% of the addressees on the mailing list at each mailing. The 10% in excess of the mailed copies shall be made available by the Consultant to the public at each of the public meetings and public hearings. Sufficient copies of each LEP Plan compliant edition shall be printed by the Consultant to provide 10% of the addresses on the mailing list. The Consultant will have the LEP Plan copies available for the public at each of the public meetings and public hearings.

The newsletters shall be submitted to the LYNX Project Manager one month before mailing and shall be modified as necessary and sent to each entry included in the data base mailing list at least two (2) weeks prior to scheduled meetings or hearings. First class mail shall be used and be funded by the Consultant. LEP Plan complaint newsletters and those English newsletters not mailed shall be distributed as needed through the small group meetings, work sessions and public meetings. The LYNX Marketing Department must approve all final newsletter proofs prior to final printing. Newsletters shall adhere to LYNX and the County's Title VI Nondiscrimination Policy and Plan.

The CONSULTANT shall develop a standalone project website that will include relevant project information, including documentation, public meeting notifications, project schedule, project manager contact information, and comment submittal page. The project website link will also be available to the public through LYNX and the COUNTY's webpages.

▪ **Public Meetings**

The CONSULTANT shall provide all support necessary for LYNX to hold or participate in various public meetings. The CONSULTANT shall support LYNX in preparation, scheduling, attendance, note-taking, documentation, and follow-up services for each meeting, which may include, but are not limited to: Presentations to MetroPlan Orlando (includes associated technical and citizen committees, as applicable);

Coordination Meetings with Key Agencies and property owners; conducting two each (2 ea.) Public Informational Meeting(s); Work Sessions and Public Hearings with the Local Planning Agency, the LYNX Board of Directors, and the Board of County Commissioners; Environmental Forum(s) and Other Public and Agency Meetings.

The CONSULTANT shall set up displays and other exhibits at least one (1) hour prior to the scheduled Work Sessions and Public Hearings for public inspection. The CONSULTANT shall provide the final digital presentation at least ten (10) business days prior to the scheduled meeting time. Back up materials and supporting reports shall be provided in hard copy and on digital media as directed by the LYNX project manager in a format acceptable to LYNX five (5) weeks prior to the scheduled LYNX Board of Directors Meeting, BCC Work Session and Public Hearing.

Advertisements / News Releases - The CONSULTANT shall prepare and ensure the publication of display advertisements in the Sunday Orange County Extra Section of the Orlando Sentinel in both an English and Spanish version at least two weeks prior to each public information meeting and each public hearing. The advertisements shall display ads approximately 4" x 5". The CONSULTANT shall also be responsible for placing the public information meeting and public hearing dates/announcements on the Calendar of Events in the Orange County Extra Section of the Orlando Sentinel.

The CONSULTANT shall prepare and deliver news releases to LYNX at least four (4) weeks prior to each public information meeting and each public hearing. All public display advertisements and news releases must be approved by the LYNX Marketing Department prior to their distribution to media outlets and the general public.

2.4 Deliverables and Pay Items

Work to be completed under this section by the CONSULTANT shall require the following items to be delivered and accepted by LYNX:

- Public Involvement Plan (PIP)
- Transit Coordination Plan
- Advanced Notification
- Agency Coordination
- Newsletters, Factsheets and Website
 - Newsletters (English and Spanish versions)
 - Small Group Meeting Material and Minutes (if applicable)
 - Agency Meetings Material and Minutes
 - Webpage Format/Operational Webpage/Webpage CD (Final Web site with Design page)
 - Advertisements & News Releases
 - Public Information Meeting and Public Hearing Materials
 - Exhibits
 - PowerPoint Presentations
 - Comment Forms
 - Handouts
 - Response/Comment Tabulations
 - Draft Reports and Appendices
- Public Meetings and Hearings

- Local Planning Agency Work Session Presentation and Summary
- Board of County Commissioners Work Session Presentation and Summary
- LYNX Board of Directors Work Session Presentation and Summary
- Local Planning Agency Public Hearing Presentation and Summary
- Board of County Commissioners Public Hearing Presentation and Summary

3. Early Environmental Analysis

This section provides an opportunity to conduct preliminary NEPA environmental analysis before LYNX request entry into the FTA's Project Development process. Given conditions and constraints on the Project, it may be advisable to advance a portion of NEPA study to address conditions or issues that may be anticipated to impact the Project timeframe, and to submit relevant information to FTA in order to request a COA for the project.

This may be accomplished through ETDM. Florida's Efficient Transportation Decision Making (ETDM) process, developed in response to the Congress' "Environmental Streamlining" initiative, accomplishes major transportation project planning with early and continuous agency participation, efficient online electronically managed environmental review, and meaningful dispute resolution mechanisms. ETDM is carried out through the use of the Environmental Screening Tool (EST). The EST provides a single point of presence where all stakeholders have access to the same information at the same time for a singular and complete view of the project and any decisions, comments, and issues identified by any participants. The EST provides mechanisms to view, input and update projects and community characteristics information, perform standardized or customized analyses, generate detailed reports of comments by the agency representatives, and offers read-only information to the public. Its database maintains the complete project record throughout the life cycle of the project.

Additional information on satisfying the preliminary environmental analysis may be found at [Other resources may be found at https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/environment/pubs/pdeman/2023/pt1ch14_062623_final.pdf?sfvrsn=2bce2aaa_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/environment/pubs/pdeman/2023/pt1ch14_062623_final.pdf?sfvrsn=2bce2aaa_2).

3.1 Deliverables and Pay Items

Work to be completed under this section by the CONSULTANT shall require the following items to be delivered and accepted by LYNX:

- Preliminary NEPA Environmental Analysis/ETDM
- Class of Action request to FTA

4. Entry into Project Development

Phase 1 includes the preparation of documentation requesting to enter Project Development. The next phase of the scope (Phase 2) may only proceed as determined by LYNX, in consultation with the COUNTY, at the conclusion of Phase 1 and after requesting entry into the FTA CIG Program.

4.1 CIG Small Starts Application Letter

The CONSULTANT shall prepare a draft of a letter to FTA to Request to Enter Project Development according to the most recent FTA guidance.

- **Meeting with FTA**
The CONSULTANT shall support LYNX in developing materials in preparation for a meeting with FTA to discuss the Project, address FTA questions, concerns and suggestions, and request to enter PD.
- **Project Plan Assuming No Federal Funding**
If the initial findings from the Project ratings results indicate a low level of likelihood for Federal funding participation for the Project, as agreed with Project partners, and the decision is made to move forward with the Project relying on state and local funding, the CONSULTANT shall work with LYNX and the COUNTY to develop a plan for forward development of the Project addressing a plan for capital and operating funding commitments.

4.2 Deliverables and Pay Items

Work to be completed under this section by the CONSULTANT shall require the following items to be delivered and accepted by LYNX:

- CIG Small Starts Application Letter
- FTA Meeting
- Local Funding Plan will be completed by the Consultant with prior approval from LYNX and the COUNTY, following the determination of the probability of federal funding.

5. Recommended Alternative Refinement

FTA CIG Small Starts Project Development analysis shall be conducted for only one alternative, using much of what was obtained from the results of the previous TFATA study.

5.1 Problem Description (Refined Purpose and Need)

The CONSULTANT shall evaluate any Purpose and Need Statement prepared through previous efforts and revise as necessary to ensure that it adequately reflects the problems and needs identified in the corridor. The updated Project Purpose and Need Statement will consist of:

- Corridor description, including demographic, development, and transportation trends.
- Corridor transportation improvement needs – problems identified.
- Goals and objectives, that are specifically and measurably attached to each of the identified problems; and
- Planning context, that is, the planning and Project development process.

The Purpose and Need Statement shall be incorporated as either an attachment or included in the letter requesting entrance into the FTA CIG SMALL STARTS program, the PIP, and the Environmental Document.

5.2 Refine Project Description

Define Study Area

The CONSULTANT shall update the detailed definition and description of the study area to be used throughout the study. This shall address the geographic extent – including logical termini – and the width of the area on each side of the corridor right-of-way.

Goals and Objectives

The CONSULTANT shall update the detailed list of Project Goals and Objectives to address identified corridor problems and support the study process including the evaluation of the alternative.

The CONSULTANT shall continue to consider the goals and objectives and may make minor refinements to them through the course of the study based on the evaluation of existing conditions as well as input from public and partner outreach.

5.3 Evaluation Framework and Measures

Using the study Goals and Objectives established in Sec. 5.2, the CONSULTANT shall develop measures that can be used to assess how well the alternative addresses corridor needs. Categories of measures shall include, but may not be limited to:

- Effectiveness – the extent to which the alternative addresses and solves the stated transportation problems in the corridor.
- Impacts – the extent to which the alternative impacts nearby natural resources and neighborhoods, air quality, the adjacent transportation network and facilities, land use, local economy, etc.
- Equity – the fair distribution of costs and benefits across different population groups.
- Mobility Improvement – the extent that mobility for all users is improved.
- Congestion relief – the extent that congestion is mitigated.
- Environmental benefits, including reduction in vehicle miles travelled and subsequent improvement to the environment.
- Transit-supportive land use, including economic development and transportation/housing costs.
- Operating efficiencies

Other evaluation measures may be added based on community and stakeholder outreach. This will ensure that locally-defined measures reflecting the values and vision of affected communities and stakeholders – and related to the Federal emphasis on livability and sustainability – are incorporated into the study evaluation process.

5.4 Existing and Future Conditions Assessment Refinements

The CONSULTANT shall update the existing and future conditions assessments originally developed during the TFATA study.

5.5 Additional data Collection (if required)

The CONSULTANT shall identify and collect any additional data necessary to refine the future conditions, transit operating plans and forecasting models.

5.6 Refinements to future transit plans in the project's study area

- **Coordinate with LYNX and I-Ride Trolley to review and update transit plans in project's study area**

In order to better reflect existing and future transit conditions in the corridor, the CONSULTANT shall coordinate with LYNX and the I-Drive District to develop a revised existing transit conditions baseline, as well as a future transit network in the study area. These shall be utilized as inputs to the STOPS model.

5.7 Refinements to travel forecasting methods

- **Regional planning model**

It is not envisioned that the regional planning model will be utilized for this effort. However, many of the data inputs from the regional model will be utilized in the FTA STOPS modeling platform.

- **STOPS model**

The CONSULTANT shall review the existing STOPS model developed for the area, and update the base conditions for the model, preparing it for use in the NEPA and Small Starts efforts.

5.8 Mobility Improvement Needs

The CONSULTANT shall review the relevant regional plans and programs to develop an existing and future conditions base. In addition, the CONSULTANT shall contact local and regional transportation service providers as part of the PIP to assess current and future plans and programs.

5.9 Deliverables and Pay Items

Work to be completed under this section by the CONSULTANT shall require the following items to be delivered and accepted by LYNX:

- Updated Purpose and Need Statement
- FTA Meeting

Note: Before moving on to Task 6 (the second phase of the project), a meeting must be held with LYNX and the PROPOSER to determine the status of entry into FTA CIG Small Starts Project Development. Once this meeting and LYNX and the County provide approval to continue the project into the second phase, then the PROPOSER shall initiate Phase 2 as agreed upon.

6. Evaluation and Conceptual Engineering of Recommended Alternative

Phase 2 will include preliminary engineering (at least 30 percent design).

6.1 Transportation, Land Use and Economic Impacts

The CONSULTANT shall evaluate potential traffic impacts due to the project by analyzing

short-term impacts during construction or demolition, existing roadway capacity for increased bus and other vehicular traffic as part of the proposed project, and determining countermeasures required to minimize impacts.

The CONSULTANT shall prepare a detailed Design Traffic Engineering Report describing the traffic data collection effort, modeling, and analysis. The report shall contain tabulations of all data collected, warrant analyses where appropriate, and recommendations as to traffic control methods and turn lane geometry for specific intersections.

The CONSULTANT should develop economic development data sufficiently to evaluate the potential of the alternative to generate growth. Some specific analysis may include:

- Socioeconomic data analysis (households and employment characteristics, transportation disadvantaged populations, etc.)
- Jobs-to-housing balance.
- Land use and land development plans and policy evaluation.
- Parking policies, cost, supply, availability, and location.
- Parks, recreation facilities and lands - dedicated parks, recreation facilities, land owned by park and recreation districts. Data sources to include, local and regional parks and recreation COUNTYS/districts.
- Wetlands, flood plains, drainage facilities - floodplain and floodway boundaries, wetland boundaries, major drainage ways.
- Cultural/historic resources - identification of known properties of historical significance.
- Community resources - identification of major community resources, such as schools, community centers and other facilities; delineation of neighborhood boundaries.
- Economic data - compilation of indicators of economic activity, sufficient to compare the performance and impacts of the alternative.
- Physical inventory data - photo logs, identification of major intersections/interchanges, major land uses adjacent to rights-of-way and major physical features. To be compiled through windshield survey/fieldwork and from aerial photos.
- Hazardous / Regulated materials sites - identification of Superfund or other documented contaminated sites.
- Noise Sensitive Receptors - Identification of sensitive noise receptors and sites/areas of potential impact.
- Economic Development - Data and analytical techniques necessary to assess ridership and economic development impacts for alignment and station locations.

6.2 Topographical Survey

The CONSULTANT shall conduct design survey services for this project. All surveying and mapping activities shall be done in accordance with the Surveying and Mapping Procedure 550-030-101 and the Surveying and Mapping Handbook.

6.3 Geotechnical Investigation

The CONSULTANT shall recommend geotechnical services associated with design activities related to this Project. The Consultant shall have a licensed Professional Surveyor and Mapper perform 3-dimensional (X,Y,Z) field location, or stakeout, of boring sites established by geotechnical engineer. Elevations shall be established in accordance with the current North American Vertical Datum (NAVD 88). This activity Includes field edits, and processing of all field collected data and the preparation of reports. The licensed Professional Surveyor and Mapper shall communicate the survey results to the Consultant through a report with an attached map.

6.4 Engineering Design

The CONSULTANT shall develop typical sections, geometric design (i.e. horizontal alignment), intersections and/or interchanges, access management features, station features. For Small Starts, the CONSULTANT shall develop sufficient engineering and design plans for the recommended alternative(s) to be eligible for a construction grant.

While performing engineering and design analysis, the CONSULTANT shall analyze all proposed design components, their relationships, and their costs. The CONSULTANT shall evaluate the conceptual design of the following:

- Alignments
- Typical Section
- Mode/Technology
- Design standards and criteria
- Transit service plans (operations planning, ITS Concept of Operations)
- Station locations
- Maintenance facilities

The CONSULTANT shall also perform technical studies, develop engineering criteria, and conduct Value Engineering and risk assessment for the recommended alternative.

The CONSULTANT shall develop concept plans based on functional requirements and safety for the recommended alternative(s). The result of the engineering and design is preliminary plans, elevations, sections, schedule, grading plans, utility plans, drainage plans, landscaping plan, site boundary, and topographic surveys.

The CONSULTANT shall assemble all engineering design information into an Engineering Design Technical Memorandum acceptable to LYNX as outlined below.

The CONSULTANT shall initiate conceptual engineering on the recommended alternative and provide a Conceptual Engineering Report containing the following information. The conceptual design shall provide sufficient definition of infrastructure improvements in the corridor to establish the physical requirements and associated costs, benefits, and impacts.

The CONSULTANT shall prepare technology-specific design specifications, transit lane schematics, plan and profile drawings of the alignments and station sites, and cross-sectional drawings of typical and special line segments. The preparation of conceptual plans on Geographical Information Systems (GIS) base mapping and high resolution

ortho-photography shall enable the study team to identify property requirements, utility relocations, and transportation infrastructure modifications to prepare conceptual cost estimates to aid in decision making.

The CONSULTANT shall coordinate infrastructure design requirements with the operating plan concepts and ridership forecasts.

The CONSULTANT shall prepare drawings (at 1" = 100.0' scale) and analyses in electronic and paper formats to support both engineering and capital cost estimating needs. In addition, the engineering products shall be produced in formats and scales suitable for public participation activities.

The CONSULTANT shall prepare specific activities in the conceptual design which include the following subtasks with deliverables as shown:

- Collect engineering and environmental information.
- Obtain GIS data, including property boundary and wetland layers, and base mapping and ortho-photography.
- As-Built Roadway and Rail Plans – obtain railroad valuation maps, track charts, bridge plans and any available boring logs.
- Right of Way data – right of way lines and property corners for properties along the corridor.

The CONSULTANT shall have a licensed Professional Surveyor and Mapper perform a field survey of the project area to support the preparation of a Right-of-Way Control Survey Map. Right-of Way Survey includes, but is not limited to the location and verification of:

- Horizontal Control (Florida State Plane Coordinate System, East Zone, North American Datum of 1983/2011 Adjustment)
- Existing Right of Way Lines
- Section corners, 1/4 section corners, and fractional corners within ½ mile of the transportation corridor.
- Side Streets
- Recorded subdivision/condominium boundaries, tracts, units, phases, blocks, street R/W lines, common areas adjacent to the transportation corridor.
- Proposed Pond parcel boundaries
- Existing Utility Plans – public and private major utility installations that can and cannot be built upon, over or under.
- Roads and Drainage maintenance records and 311 records, to assess existing facility characteristics (including structures where applicable) and identify persistent maintenance events, such as seasonal flooding of structures (at least 5 years).
- Traffic data collected for the implementation of traffic, transit, and roadway improvement projects and developments within the vicinity.

This activity Includes the analysis and processing of all field-collected data and/or reports.

The Right-of-Way Control Survey Map provides the certified survey support for the preparation of right-of-way related maps. This map provides horizontal, and may provide vertical, position data for the support or control of right-of-way related maps.

The Right-of-Way Control Survey Map documents the survey baseline, horizontal control points, existing right-of-way lines, existing easements, ties to section corners, ties to recorded subdivisions, found survey monumentation, and title search report information.

The Consultant shall prepare a Right-of-Way Control Survey Map for the entire project area on a plain background at a scale of 1" = 50' or at a scale approved by the County Project Manager. The Consultant shall submit 60%, 90% and 100% progress review submittals of the Right-of-Way Control Survey Map in 11-inch x 17-inch format. Electronic copies in PDF format and electronic copies in CAD Autodesk – Civil 3D shall be provided at 100% submittal.

Stationing based on the survey baseline shall be shown on the Right-of-Way Control Survey Map at all changes in direction of the survey baseline, property lines, changes in right-of-way and section lines.

The survey baseline shall be referenced to permanent monumentation (Section Corners, subdivision corners, right-of-way monumentation, property corners) located outside the limits of construction. The survey baseline shall be referenced to a minimum of three (3) reference points at the beginning and end of project, all P.C.'s and P.T.'s, all changes in direction, and intermediate points such that referenced points are spaced not more than 1300 feet apart.

Horizontal control, as stated above shall be tied to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983/2011 Adjustment and shall be shown on the Right-of-Way Control Survey Map

Evidence of the research efforts and the source of information used to produce the map (boundary lines, right-of-way lines, easements...) shall be noted on the Right-of-Way Control Survey Map. Conflicting record and ownership boundary locations (overlaps and gaps) shall be shown and/or noted on the Right-of-Way Control Survey Map.

6.5 Funding and Financial Plan

The CONSULTANT shall prepare a financial capacity analysis for the recommended alternative(s) to comply with FTA's guidance for transit financial plans. This shall include a 20-year cash flow model that incorporates all costs and revenues associated with transit financial commitments in the region. The financial capacity analysis will determine if there are adequate resources to build the alternative, and to operate and maintain them for a 20-year period within the context of the other existing transit obligations of the region.

6.5.1 Capital Costs

Capital costs shall be refined for the Project recommended alternative(s) per phase, using the capital cost model developed during Initial Screening (using the FTA SCC). At this point, the CONSULTANT shall refine the estimates for the more detailed improvements associated with the recommended alternative(s), as well as supporting bus system modifications. The CONSULTANT shall prepare estimates of cost for right-of-way acquisition for all alignment segments which fall outside of existing right-of-way, including for proposed station locations. All estimates shall be made consistent with COUNTY policy for right-of-way estimating. Estimates shall include land area takes, and types of property (including business types) impacted. The costs of relocations and business damages shall also be determined.

Present Cost

The CONSULTANT shall prepare conceptual (30 percent design) capital costs for the recommended alternative(s), covering final design, construction, and start-up.

Year of Expenditure Costs

The CONSULTANT shall use the constructability/phasing plan developed for the recommended alternative(s) to formulate year of expenditure capital costs. These cost estimates shall be developed using the COUNTY's LRE program, supplemented as necessary to address major transit Project capital costs.

Life Cycle Costs

The CONSULTANT shall use life cycle cost comparisons to evaluate the detailed Project alternative. The life cycle cost analysis shall be based on completed documentation from capital and operating cost estimates.

6.5.2 Operations and Maintenance Costs

The CONSULTANT shall develop an operating and maintenance (O&M) cost model, updating factor inputs to reflect current local transit agency cost structures. In accordance with FTA guidelines, the cost model should incorporate specific resource requirements for operation of the recommended alternative(s) and provide a level of detail to accurately estimate the effect on the operating agency's budget. The model shall be used to estimate annual operating costs of the recommended alternative(s) and all other proposed Project-related service improvements for the horizon year, an assumed opening year, and one interim year. The costs for the recommended alternative(s) will be separated from other system-wide Project-related costs. The gross and net operating costs of the Project shall be compared to the Baseline Alternative condition.

The O&M cost estimates shall be developed using the operating plans defined above. Premium transit system O&M costs are grouped into four cost element categories, including:

- **Transportation:** Primarily made up of wages and benefits for bus operators and operations supervisors, and propulsion power (electricity) or diesel fuel.
- **Maintenance of Equipment (vehicles and fare equipment):** Primarily made up of wages and benefits for vehicle maintainers and supervisors, parts, contract maintenance work, and shop utilities and supplies.
- **Maintenance of Way:** Includes wages and benefits for facility maintainers and supervisors, parts, and contract maintenance. This will vary based on special items such as bridges.
- **General and Administration:** Risk management, liability insurance, as well as wages and benefits for general management, administrative and legal personnel.

Bus system components of the Project alternative shall be estimated based on local experience with the current transit system operator. The CONSULTANT shall also consider additional facilities that support bus system operations.

6.6 Deliverables and Pay Items

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by LYNX:

- Design Traffic Engineering Report
- Design Survey Services
- Geotechnical Services
- Conceptual Engineering Design Technical Memorandum
- Right-of-Way Control Survey Map (60%, 90%, 100% Submittal) in PDF format and three (3) hardcopy paper sets with each submittal – signed and sealed at 100%.
- Funding and Financial Plan:
 - Capital Cost Report
 - Operations and Maintenance Cost Report

7. Environmental Analysis and Documentation

7.1 Environmental Analysis

Should FTA determine that the project warrants Categorical Exclusion (CatEx) as a result of the CA request, then the below work tasks will be modified, and the fee adjusted accordingly to adhere to CatEx standards, which are less robust than a EA or EIS.

The CONSULTANT shall perform the appropriate level of environmental analysis as outlined in the PD&E Manual and the following sections. CONSULTANT activities to conduct and prepare environmental analysis and reports shall be done under the direction of LYNX Project Manager. Prior to beginning environmental work, the CONSULTANT must review the ETDM Programming Screen Summary Report, summary degree of effect, resource agencies' comments, permits that may be required, and GIS information from the Environmental Screening Tool (EST). This review shall support the CONSULTANT's ability to adequately assess the potential for the Project alternative to affect known environmental resource issues.

The CONSULTANT shall collect pertinent environmental data, conduct analyses, and document the results of this analysis within technical reports or memoranda and summarize the results in the Environmental Document. The analyses and reporting shall be performed and presented in accordance with the procedures in the PD&E Manual. The CONSULTANT shall utilize the Florida Geographic Data Library (FGDL), or other appropriate database that includes all existing features. All database information shall be field verified as part of this assessment. This information shall be laid on base maps used for public hearing presentations, corridor maps, and alternative concept plans.

The impacts assessment for each area will include an analysis of direct and indirect impact and cumulative impacts as appropriate.

7.1.1 Sociocultural Effects

The CONSULTANT shall perform sociocultural effects evaluation in accordance with Part 2, Chapter 4 of the PD&E Manual, unless otherwise noted.

7.1.1.1 Land Use

The CONSULTANT shall evaluate the Project's consistency with the physical character of the area, current land use plans, future land use plans, and applicable community plans.

The CONSULTANT shall identify mitigation strategies to reduce impacts, identify regulatory strategies to address development impacts as needed and identify strategies to avoid or minimize potential impacts to respective community plans, activity centers, major employers, and a community's social and economic vitality.

The CONSULTANT shall identify and assess potential Project impacts on physical barriers, traffic pattern changes, social pattern changes, and loss of connectivity to community features and facilities.

7.1.1.2 Community Facilities and Services

The CONSULTANT shall identify community resources (both formal and informal) including social service agencies, housing for the elderly/retirement centers/special need facilities, hospitals and other medical facilities, senior centers, libraries, community centers, schools, churches, day care facilities, cultural facilities, and emergency services, as well as other resources as identified by the community. Resources and community and neighborhood boundaries shall be mapped.

The CONSULTANT shall collect data for analysis through interviews with local planning officials, and other stakeholders, local land use data, public involvement information, information from land use analysis and field surveys.

Using the mapped facility information developed in the data analysis, the CONSULTANT will identify and analyze the types of community impacts under each alternative, including:

- Physical or perceptual isolation
- Wall or barrier effects
- Potential community facility displacements, including a description of displacements

The CONSULTANT shall identify mitigation strategies to avoid, minimize or reduce impacts to neighborhood/community facilities and service areas.

7.1.1.3 Community Cohesion

The CONSULTANT shall define neighborhood boundaries, public service areas, and known formal and informal pedestrian pathways based on interviews with local planning officials and other stakeholders. The CONSULTANT shall map this information and include it in the Project GIS database.

The CONSULTANT shall identify and assess potential Project impacts on physical barriers, traffic pattern changes, social pattern changes, and loss of connectivity to community features and facilities.

7.1.1.4 Environmental Justice

The CONSULTANT shall identify the concentrations of minority and low-income

populations in the area. In areas where neighborhood fragmentation or barriers become public issues, the CONSULTANT shall recommend stakeholder involvement techniques to develop mitigation. Utilizing FTA guidelines on Environmental Justice (EJ) (FTA Circular 4703.1), the CONSULTANT shall address the extent to which high and adverse impacts fall disproportionately on environmental justice populations (minority and low-income populations) for each alternative. Information about needs and conditions of EJ communities shall be used to develop design options and mitigation measures. This analysis shall address both the issues raised during the outreach program and any impacts determined to be significant during the development of the Environmental Document. A draft and final EJ and Title VI Report shall be prepared by the CONSULTANT and reviewed by LYNX.

The CONSULTANT shall conduct a tradeoff analysis for the final recommended alternative that will determine the benefits and burdens of a transportation improvement. Appropriate measures to avoid, minimize and/or mitigate shall be identified.

7.1.1.5 Acquisitions & Relocations

The CONSULTANT shall collect data and perform the analysis required to describe land acquisitions and displacement of residences and businesses. The CONSULTANT shall document the results of this analysis in the Conceptual Stage Relocation Plan (CSRP) for the recommended alternative(s). The CSRP shall include current use, ownership and the date and type of property transaction (such as lease or purchase). The CONSULTANT shall also identify the availability of residential and commercial real estate for sale to accommodate potential relocation needs.

7.1.1.6 Visual and Aesthetic

The CONSULTANT shall evaluate and summarize the Project's effect on viewshed and vista, community focal points, historic structures, landmarks, and community character in accordance with Part 2, Chapter 5 of the PD&E Manual.

7.1.1.7 Economic

The CONSULTANT shall assess potential Project impacts to business and employment activity in the project area, including industries with special needs (e.g., freight distributor) or significance (e.g., regional employer), economic-oriented land use, economic development plans, special designations, and community development priorities. Assessment shall also include identification of changes to routes, access, parking, or visibility that could benefit or impair businesses, employment centers, community facilities, or population.

The CONSULTANT shall assess potential Project impacts on the tax base, employment opportunities, and property values.

7.1.2 Transportation Impacts

The CONSULTANT shall assess the potential transportation impacts based on project type and interaction with the existing transportation network. The CONSULTANT shall identify the effects of the proposed project on traffic conditions on roadways in the project study area. Level of traffic analysis will be analyzed to assess the impact to

traffic operations on roadway segments and study intersections. The CONSULTANT shall assess potential multimodal effects of the proposed project on parking, bicycle facilities, and pedestrian accommodations.

The CONSULTANT shall develop or confirm recommended service plans to understand operations and integration with the existing transit network. The effects of the project on system operations shall be determined.

The CONSULTANT shall develop ridership based on the proposed operating plan, which should be generally consistent with previous plans developed for the TFATA project. The CONSULTANT shall use the FTA approved STOPS modeling tool to develop ridership forecasts for the base and future year condition.

Results of the transportation analysis shall be incorporated into the environmental document. If necessary, results may be documented in a separate technical memorandum.

7.1.3 Cultural Resources

The CONSULTANT shall collect data necessary to completely analyze the impacts to all cultural and historic resources by all recommended alternative(s) and prepare a Cultural Resource Assessment Request Package as described in Part 2, Chapter 8, of the PD&E Manual.

The CONSULTANT shall prepare a Research Design and Survey Methodology for the project, to be submitted to LYNX for approval prior to the initiation of field work. The CONSULTANT shall identify and map out the zones of probability for the Project study area and identify any previously recorded resources. The CONSULTANT, in consultation with LYNX, shall develop a recommended Area of Potential Effect (APE), with concurrence from the FTA and State Historic Preservation Office (SHPO). The CONSULTANT shall summarize each of the cultural resource issues in the Environmental Document. If noninvolvement for an issue is indicated, then a statement to that effect will be included. The CONSULTANT shall use a professional qualified under the provisions of 36 CFR 61 in compliance with the National Historic Preservation Act of 1966 (Public Law 89-665, as amended) and the implementing regulations (36 CFR 800), as well as with the provisions contained in Chapter 267,

Florida Statutes, to perform all work in this task. FTA will conduct all consultations per Section 106 of the National Historic Preservation Act (NHPA). FTA also makes a determination of "No Effect/No Historic Properties" or "No Historic Properties Affected".

The CONSULTANT shall assess the direct and indirect effects and will document the severity of the following items in the Environmental Document and Project file:

7.1.3.1 Archaeological and Historic Resources

The CONSULTANT shall develop a methodology for assessing cultural resources and coordinate with FTA on methodology prior to initiating surveys. The CONSULTANT shall identify and analyze impacts to archaeological sites and historic resources within the Project's APE. The APE shall include potential pond sites. LYNX will coordinate with partners and work through FTA to obtain SHPO

concurrence of the APE. The CONSULTANT shall prepare a research design methodology and perform a Cultural Resources Assessment Survey (CRAS) in accordance with Part 2, Chapter 8 of the PD&E Manual and in coordination with LYNX and FTA. All work shall be documented and coordinated with appropriate agencies as per Part 2, Chapter 8 of the PD&E Manual, and the COUNTY's Cultural Resource Management Handbook. In addition, attendance at public meetings may be required. The CONSULTANT shall review and address any resources issues or comments by SHPO listed in the Programming Screen Summary Report.

The CONSULTANT shall assist LYNX in meetings by providing technical support in Section 106 Meetings, such as Cultural Resource Committee Meeting.

The CONSULTANT shall prepare CRAS documentation detailing the results of the survey and assessments of resource significance, including a Florida Master Site File (FMSF) form. The Research Design and Survey Methodology and the Pond Sites Technical Memo shall be included in the CRAS appendix. Coordination with FTA on the appropriate deliverables and coordination with the SHPO shall be outlined in the methodology report. A separate Assessment of Effects (AOE) may be needed. It is understood that the FTA will make all direct official contact with the SHPO.

Eligible resources that will be impacted by the project shall be assessed and appropriate Section 4(f) documentation shall be prepared by the CONSULTANT for each resource affected.

7.1.3.2 Recreational, Section 4(f)

The CONSULTANT shall complete the documentation and coordination required for a Section 4(f) Determination of Applicability in accordance with Part 2, Chapter 7 of the PD&E Manual.

If required, the CONSULTANT shall prepare Section 4(f) "de minimis" documentation in accordance with Part 2, Chapter 7 of the PD&E Manual.

If required, the CONSULTANT shall complete the documentation for Individual or Programmatic Section 4(f) evaluations, as appropriate, in accordance with Part 2, Chapter 7 of the PD&E Manual.

7.1.3.3 Safety & Security

The CONSULTANT shall examine the safety and security impacts of the Project alternative. The CONSULTANT shall collect crime, security and crash statistics from responsible agencies. Crime, security and crash data from existing operations should be used to extrapolate potential problems with the transit alternative. The CONSULTANT shall collect and analyze Signal 4 Analytics for all modes including vehicle, pedestrian and bicycle data provided by LYNX for the most recent five (5) years.

The CONSULTANT shall also assess public safety issues for the transit corridor, with focus on potential impacts to emergency services and pedestrian and vehicle crashes. An inventory of Project area emergency service routes and emergency

medical service providers will be conducted. Crash data generated in the traffic analysis should be used in the public safety analysis.

The CONSULTANT shall identify appropriate security measures for the recommended alternative from the standpoint of passenger safety, overall system security, and applicable Homeland Security measures.

7.1.3.4 Natural Resources

The CONSULTANT shall assess and summarize each of the natural resource issues in the Environmental Document. If no involvement for an issue is indicated, then a statement to that effect will be included.

The CONSULTANT shall identify the natural resource evaluation area. The CONSULTANT shall assess the direct, and indirect effects and will document the severity of the following items in the Environmental Document and project file:

7.1.3.5 Wetlands and Surface Waters

The CONSULTANT shall identify the type, quality, and function of wetlands, or reference previously completed documentation relevant to the Project. The CONSULTANT shall establish Uniform Mitigation Assessment Method (UMAM) for representative wetlands in accordance with Part 2, Chapter 9 of the PD&E Manual. The CONSULTANT shall evaluate alternatives that avoid wetland impacts and, where unavoidable, identify practicable measures to minimize impacts. Any impact to wetlands requires development of a Conceptual Mitigation Plan. The CONSULTANT shall document the results of Wetlands Evaluation in the Natural Resources Evaluation (NRE) Report to document all coordination activities with resource agencies, wetland impact assessment, and mitigation analysis.

7.1.3.6 Essential Fish Habitat

The CONSULTANT shall conduct field review, survey, and appropriate coordination with resource agencies to assess impacts to essential fish habitat (EFH) in accordance with Part 2, Chapter 17 of the PD&E Manual. The CONSULTANT will prepare the EFH Assessment as a component of the NRE to document potential adverse effects to EFH and measures to address those effects.

7.1.3.7 Wildlife and Habitat

The CONSULTANT shall perform research, field reviews, survey, and coordination necessary to determine Project involvement with and potential impacts to federal and state protected, threatened or endangered species and their habitats. Additionally, the CONSULTANT shall develop a study design (which will be approved by LYNX) to evaluate the magnitude of Project involvement with wildlife and their habitat. If required, the CONSULTANT shall prepare the Biological Assessment as a part of the NRE.

The CONSULTANT shall assess project's potential impacts to wildlife and habitat in accordance with Part 2, Chapter 16 of the PD&E Manual. The CONSULTANT shall assist LYNX in consultations, if required.

7.1.3.8 Natural Resource Evaluation Period

The CONSULTANT shall document the results of the Wetlands and EFH, Wildlife

and Habitat, evaluations in a NRE report in accordance with Part 2, Chapter 16 of the PD&E Manual.

7.1.3.9 Water Quality

In accordance with Part 2, Chapter 11 of the PD&E Manual, the CONSULTANT shall prepare a Water Quality Impact Evaluation (WQIE) for the alternative under consideration. The evaluation shall include sufficient description of design, mitigation measures, and construction controls to demonstrate that local water quality standards and any Federal or local permit requirements can be met. The CONSULTANT shall identify the need for National Pollutant Discharge Elimination System (NPDES) permit under the program established pursuant to Section 402 of the Federal Clean Water Act as administered in Florida pursuant to Section 401, or Section 404 permits.

The CONSULTANT shall evaluate strategies to mitigate stormwater runoff volumes from the proposed construction.

7.1.3.10 Aquatic Preserves, Outstanding Florida Waters, and Wild and Scenic Rivers

In accordance with Part 2, Chapter 10 of the PD&E Manual, respectively, the CONSULTANT shall coordinate with LYNX to determine if the recommended alternative(s) impact an aquatic preserve. This identification shall be done through the same process as the Outstanding Florida Water, as all aquatic preserves are considered Outstanding Florida Waters.

The CONSULTANT shall coordinate with LYNX to determine if the recommended alternative(s) are in an area designated as an Outstanding Florida Water. If the Project falls within an Outstanding Florida Water area, then the CONSULTANT shall identify the Outstanding Florida Water as it relates to the alternative and assess the impacts to the Outstanding Florida Water.

The CONSULTANT shall coordinate with the Florida DEP regarding potential impacts and proposed mitigation measures.

In accordance with Part 2, Chapters 12, the CONSULTANT shall confirm that the recommended alternative(s) will not impact designated Wild and Scenic Rivers. If there are no impacts to any of the above outlined resources, then the CONSULTANT shall document these findings in the Environmental Document.

7.1.3.11 Floodplains

The CONSULTANT shall review the Federal Emergency Management Agency (FEMA) maps and studies, including Flood Insurance Rate Maps and/or Flood Hazard Boundary Maps, to identify the base (100-year) floodplain for the Project area. The CONSULTANT shall then document, for each alternative under evaluation, the extent of encroachment on the base floodplain in accordance with Part 2, Chapter 13 of the PD&E Manual. The CONSULTANT shall assist LYNX with coordination with FEMA, state and local agencies as necessary to determine if encroachments to the base floodplain are consistent with, or shall require a revision to, the regulatory floodway and document the results of this coordination.

If it is determined that 100-year floodplains exist in the Project study area, the CONSULTANT shall analyze the potential impacts associated with the alternative in terms of the potential to substantially increase the risk of flooding or too substantially impact the natural and beneficial values of the floodplain. In addition, the CONSULTANT shall determine that the Project design includes consideration of all applicable state and local stormwater management plans to address the need for a flood hazard use permit.

If the proposed alternative encroaches floodplains, the CONSULTANT shall include an "Only Practicable Alternative Finding" in accordance with Executive Order 11988, 23 CRF 653, Subpart A, and Part 2, Chapter 13 of the PD&E Manual in the Environmental Document.

7.1.3.12 Coastal Barrier Resources

In accordance with Part 2, Chapter 15 of the PD&E Manual, the CONSULTANT shall coordinate with LYNX to determine if the recommended alternative(s) impact designated Coastal Barrier Resources. If the recommended alternative(s) do not impact designated resources, then the Environmental Document shall provide a statement to that regard. If the recommended alternative(s) do impact a designated resource, then consultation with the USFWS shall be initiated regarding potential impacts and mitigation measures. The CONSULTANT shall document the impacts and results of the consultation efforts in the Environmental Document.

7.1.3.13 Geologic Resources

The CONSULTANT shall identify geology and soil types within the Project area. The CONSULTANT shall use existing data available from the United States Geological Survey (USGS) or other appropriate sources. The CONSULTANT shall not collect or analyze any soil samples as part of this scope of work.

The CONSULTANT shall identify mitigation strategies to reduce negative impacts, identify regulatory strategies to address development impacts as needed, and identify strategies to avoid or minimize potential impacts to groundwater supplies.

7.1.3.14 Identify Permits

The CONSULTANT shall identify type of permits required. This task includes the review of maps and data to determine permit related information for the Project. The CONSULTANT shall assist LYNX to prepare information required by FTA to determine whether a project is exempt from USCG navigation permit.

7.1.3.15 Farmlands

In accordance with Part 2, Chapter 6 of the PD&E Manual, the CONSULTANT shall identify designated farmlands in the study area, including farmlands classified as "prime, unique or of Statewide or local importance". County maps will be used in this analysis. These maps identify prime farmlands, unique farmlands, farmlands of statewide importance and farmlands of local importance. If farmlands are identified, a field inspection shall occur to determine if these lands are already urbanized, developed or are being utilized for water storage/irrigation. This information shall be mapped as a GIS overlay.

In cooperation with the NRCS, the CONSULTANT shall investigate and quantify the effect of the Project alternative on farmlands, particularly farmlands classified as "prime". US COUNTY of Agriculture Form No. 1006 will be completed and submitted to the state soil scientist (NRCS).

7.1.3.16 Physical Effects

The CONSULTANT shall summarize each of the physical effect issues in the Environmental Document. If no involvement for an issue is indicated, then a statement to that effect shall be included. The CONSULTANT shall identify the physical effect evaluation area. The CONSULTANT shall assess the direct and indirect effects and document the severity of the following:

7.1.3.17 Air Quality

The CONSULTANT shall perform the air quality analysis by preparing a Screening Test, as specified in Part 2, Chapter 16 of the PD&E Manual. If the recommended alternative(s) fail the screening test, then a full air quality analysis shall be required.

The computer analysis shall be performed by using models which are accepted by FTA and USEPA.

The CONSULTANT shall research background air quality levels in the study area and designate air sensitive sites to be representative of unique study areas within the study limits. These sites shall be used as receptor site locations during the modeling process. Air quality models shall be used to determine peak hour and eight-hour concentrations for the alternative. Results shall be compared to the National Ambient Air Quality Standards for the maximum one-hour and maximum consecutive eight-hour period.

Greenhouse Gas Emissions shall be considered at a programmatic level and the CONSULTANT shall follow the guidance from FTA's Greenhouse Gas Emissions from Transit Projects: Programmatic Assessment (January 2017) to inform the environmental review process.

The CONSULTANT shall include a summary of the air quality analysis in the Environmental Document.

7.1.3.18 Noise

The CONSULTANT shall conduct noise assessment at appropriate level of noise analysis for the project in accordance with FTA's Noise and Vibration Manual (2018). Based on the results of the noise analysis, the CONSULTANT shall evaluate measures necessary to mitigate adverse impacts based on the magnitude and consideration of factors specifically related to the proposed project and affected land use. The decision to include noise mitigation in a project will be made by FTA after public review of the Environmental Document.

7.1.3.19 Vibration

The CONSULTANT shall perform vibration screening to determine if the project will result into substantial vibration impact to surrounding land use in accordance with FTA's Noise and Vibration Manual (2018). The CONSULTANT shall eliminate further consideration of vibration impact if the screening would not identify any

problem areas. If vibration is determined to be a problem, the CONSULTANT shall conduct a ground-borne vibration general assessment or detail analysis as appropriate. The CONSULTANT shall develop and evaluate measures to minimize the adverse effects that the project ground-borne vibration will have on sensitive land uses.

7.1.3.20 Hazardous & Regulated Materials

The CONSULTANT shall perform contamination screening evaluation for all recommended alternative(s) and complete the Contamination Screening Evaluation Report as described in Part 2, Chapter 20, of the PD&E Manual. The CONSULTANT shall recommend steps that will be taken to ensure that human and ecological receptors in the project area are protected from contamination encountered during construction and operation of the project. The steps include Level II (Phase 1) site assessment) and Level III (Phase 2) assessment, where appropriate

7.1.3.21 Energy

The CONSULTANT shall evaluate the regional energy consumption resulting from vehicular travel for the existing conditions, no build alternative (if needed), and recommended alternative. The analysis shall be based on the regional Vehicle Miles Traveled (VMT) derived from the regional travel demand model.

7.1.3.22 Utilities

Based on the coordination with the utility companies along the Project the CONSULTANT shall prepare a Utility Assessment Package as described in Part 2, Chapter 21 of the PD&E Manual.

7.1.3.23 Construction Impact

The CONSULTANT shall evaluate and document the potential impacts of construction of the Project alternative in accordance with Part 2, Chapter 3 of the PD&E Manual. The CONSULTANT shall describe the construction plan and identify construction impacts with respect to noise, dust, utility disruption, debris and spoil disposal, air quality, water quality, erosion, safety and security, and disruptions of traffic and access to businesses or residential property. The CONSULTANT shall identify steps that will be taken to provide mitigate the impacts of construction.

7.1.3.24 Cumulative Effects Evaluation

The CONSULTANT shall perform and document cumulative effects evaluation of each resource of concern identified based on context and in consultation with LYNX as per the process outlined in the Cumulative Effects Evaluation Handbook. The cumulative effects evaluation should build upon information derived from the direct and indirect effects analyses.

7.1.3.25 Commitments

The CONSULTANT shall assist LYNX in filling out Form No. 700-011-35 Project Commitments Record (PCR) to document project commitments in the Commitments section of the Environmental Document. COUNTY Procedure 700-011-035 will be used by the CONSULTANT for recording the project commitments.

The CONSULTANT shall forward the completed PCR form to the LYNX Project Manager.

7.1.4 Environmental Documentation

The CONSULTANT shall prepare the Environmental Document as determined by FTA in accordance with the PD&E Manual.

7.1.5 Deliverables and Pay Items

Work to be completed under this section by the CONSULTANT shall require the following items to be delivered and accepted by LYNX:

- Environmental Analysis Report
 - Report summary and technical reports or memoranda describing the findings of the following: (Should CatEx be the chosen environmental analysis, the some or all of the below information shall be utilized to complete the CatEx analysis, with supplemental reports attached to the CatEx.)
 - Sociocultural Effects including tasks as described in 7.1.1.1 through 7.1.1.7.
 - Transportation Impacts
 - Ridership Report
 - Safety and Security
 - Cultural Resources including tasks as described in 7.1.3.1 through 7.1.3.25

8 LOCALLY PREFERRED ALTERNATIVE

Upon completion of the preliminary engineering, evaluation analysis, and environmental compliance, the CONSULTANT shall support LYNX and the MPO's adoption of the Locally Preferred Alternative (LPA).

8.1 Long Range Transit Plan (LRTP) Adoption

The CONSULTANT shall assist LYNX, COUNTY and Project partners in developing information for and completing a request to have the Project LPA adopted into the MPO's LRTP.

8.2 FTA CIG SMALL STARTS Project Evaluation and Rating

The CONSULTANT shall complete all required documentation stipulated by Federal guidance to support the Project in the FTA Project Development process. This may include Federal templates or worksheets for Project evaluation and rating as well as documentation of transit engineering and design activities conducted in the study.

The CONSULTANT shall prepare a Draft Project Development submission for review by LYNX. Revisions to the submission shall be made based on LYNX's comments. A final version of the Project Development submittal shall be prepared by the CONSULTANT. An electronic copy of all documents will be provided to LYNX for distribution to FTA and

internal use.

8.3 FTA Project Management Plan

The CONSULTANT shall prepare and submit a Project Management Plan (PMP) as part of the Small Starts request to FTA, demonstrating the technical capability and capacity (TCC) of LYNX and COUNTY staff and consultants to undertake subsequent phases of the project. In this task, the PMP shall specify the approach, policies, and procedures for undertaking the project. Activities and functions covered under the PMP shall include the identification of the roles and responsibilities of key participants in the engineering effort; quality control and assurance; design management; real estate and other property acquisition; risk management; safety and security; construction and procurement management; testing and preparation for revenue start-up; human resources, labor relations, and dispute resolution; and legal requirements, assurances, and agreements. The PMP shall guide the subsequent final design and construction effort and become increasingly detailed as the Project develops through construction and start-up.

8.4 Risk Assessment, Value Engineering

One tool that FTA uses to help ensure that projects meet their cost, schedule and transportation benefit expectations is a quantitative risk assessment. These risk assessments help project sponsors identify the issues that could affect schedule or cost, as well as the probability that they shall do so. Utilizing the risk assessment tool, every project sponsor is required to identify the project's key cost drivers; identify, quantify, and prioritize based on impact and probability the risks associated with potential cost increases and schedule delays; and develop contingency levels and risk mitigation plans sufficient to assure confidence in the Project cost estimates.

For the recommended alternative, the CONSULTANT shall identify the potential risks for the Project, estimate the impacts that these risks will have in terms of cost and schedule delay, and determine an appropriate contingency to be added to the costs of the Project for covering this risk. LYNX will identify a peer review panel to conduct the risk assessment. The CONSULTANT shall include risk contingency in the costs reported in the Environmental Document for the recommended alternative.

A Risk Mitigation Plan that identifies mitigation measures, estimates implementation requirements, prioritizes the risk mitigation strategies, assigns mitigation responsibilities, and allocates the risks the applicable parties will be developed. The Risk Mitigation Plan shall also include an implementation/monitoring plan that addresses management approvals, funding allocation, design/construction change approaches, construction contracts, field changes, contractor performance and field conditions, and a method for evaluating and implementing corrective changes.

8.5 Agreements for Funding Engineering, Construction and Operations

The CONSULTANT shall work with LYNX to develop template agreements between the Project parties to commit to agreed roles and responsibilities related to project design, engineering, construction and operations.

8.6 Deliverables and Pay Items

Work to be completed under this section by the Consultant shall require the

following items to be delivered and accepted by LYNX:

- Request for Project LPA adoption into the MPO's LRTP
- Draft and Final Small Starts Reports
- Draft and Final Project Management Plan
- Risk Mitigation Plan
- Value Engineering
- Project Template Agreements