



Interoffice Memorandum

June 22, 2020

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

FROM: **Carla Bell Johnson** 
Acting Assistant Director
County Administrator's Office

CONTACT: 407-836-5610

SUBJECT: July 7, 2020 – Consent Item
Interlocal Agreement regarding Cost Sharing to obtain SunRail transition consultant services

The Florida Department of Transportation (FDOT) currently funds and operates the SunRail System which will ultimately transition to the Local Government Partners (Orange, Seminole, Osceola, and Volusia Counties and the City of Orlando) through the Central Florida Commuter Rail Commission (CFCRC). The Interlocal Operating Agreement for SunRail, which was originally executed in 2007, requires that a detailed Transition Plan be developed prior to transfer of SunRail operations to the CFCRC. This Transition Plan will serve as the blueprint containing details regarding how the transition will occur and will include a comprehensive analysis of the technical, financial, and contractual aspects of transitioning the funding, operation, management, and maintenance of SunRail from FDOT to the CFCRC.

A transition consultant with specific expertise in commuter rail systems is necessary to complete the Transition Plan. The Interlocal Agreement regarding Cost Sharing to obtain Consultant Services provides further details regarding the consultant scope of services and proposes that the Local Government Partners share equally in the cost to retain the transition consultant, which is estimated not to exceed \$220,000.00 per partner. These funds will be held in an escrow account with the Seminole County Clerk of the Circuit Court and Comptroller and the project will be administered by Seminole County acting as the Project Manager through close coordination with a Steering Group comprised of representatives of each of the Local Funding Partners.

The Orange County Attorney's Office has reviewed and approved the form of this agreement.

ACTION REQUESTED: **Approval and execution of Interlocal Agreement regarding cost sharing to obtain consultant services by and between Orange County, Osceola County, Seminole County, County of Volusia, and City of Orlando. All Districts.**

CBJ/es

Attachment

c: Byron W. Brooks, AICP, County Administrator
Scott McHenry, Assistant County Attorney

INTERLOCAL AGREEMENT
Regarding
COST SHARING TO OBTAIN CONSULTANT SERVICES

This INTERLOCAL AGREEMENT (“Agreement”) is made and entered by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“Orange County”), OSCEOLA COUNTY, a charter county and political subdivision of the State of Florida (“Osceola County”), SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida (“Seminole County”), COUNTY OF VOLUSIA, a charter county and political subdivision of the State of Florida (“County of Volusia”), and the CITY OF ORLANDO, a municipal corporation of the State of Florida (“Orlando”)(collectively referred to herein as the “parties” or “Local Government Partners”).

WITNESSETH:

WHEREAS, the Florida Department of Transportation (“FDOT”) has undertaken the development and implementation of the SunRail Commuter Rail System (“SunRail”) running from the County of Volusia through Seminole and Orange Counties, the City of Orlando, and to Poinciana in Osceola County; and

WHEREAS, FDOT is the agency responsible for the design, permitting and construction of SunRail, and is currently responsible for its funding, operation, management, and maintenance; and



WHEREAS, the Local Government Partners created the Central Florida Commuter Rail Commission (“CFCRC”), a legal entity and public body and unit of local government, comprised of a designated representative from each local government, for the purpose of acquiring, constructing, operating, and maintaining SunRail; and

WHEREAS, CFCRC will assume responsibility for the funding, operation, management, and maintenance of SunRail in the future; and

WHEREAS, the Local Government Partners desire to retain the services of a consultant with expertise in commuter rail systems to perform a comprehensive analysis for the transition of responsibility from FDOT to CFCRC which will result in a Transition Plan; and

WHEREAS, the consultant’s analysis is intended to be limited to the evaluation of the technical, financial, and contractual aspects of transitioning the funding, operation, management, and maintenance of SunRail from FDOT to CFCRC, and is not intended to result in any policy recommendations; and

WHEREAS, the Local Government Partners desire to work together to procure the services of a qualified consultant for such purpose and to share equally in the cost of retaining such a consultant; and

WHEREAS, the parties hereto desire to memorialize their mutual understanding of the terms and conditions of their agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, receipt of which is hereby acknowledged, the parties hereto mutually undertake, promise, and agree for themselves, their successors and assigns as follows:

1. **Authority.** This Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including, but not limited to, Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166, and Section 163.01, Florida Statutes.
2. **Purpose.** This Agreement is intended to provide for the Local Government Partners to share the cost of retaining a commuter rail system consultant to perform a comprehensive analysis and evaluation of the technical, financial, and contractual aspects of transitioning the funding, operation, management, and maintenance of SunRail from FDOT to CFCRC. Such analysis and evaluation shall be performed consistent with the Consultant Services Contract Scope of Services, attached hereto as **Exhibit "1"** ("Scope").
3. **Procurement.** The Local Government Partners agree to procure consultant services through a consortium purchasing process with participation from each of the Local Government Partners. Selection of the consultant shall be based on both qualifications and price. The lead procurement agency of the consortium will be Seminole County ("Lead Agency"). The Lead Agency's procurement policies and procedures shall apply to the procurement of the consultant, and the Lead Agency's staff shall facilitate and administer the procurement process. There shall be a consultant selection committee established as part of the procurement process, which shall consist of one representative from each Local Government Partner. Said committee shall be responsible for ranking and recommending the consultants to the CFCRC. The successful consultant shall be selected by and contract directly with CFCRC.
4. **Management of Consultant.** There shall be a Steering Group ("SG") established, which shall be comprised of representatives from each Local Government Partner. The SG shall work with the consultant throughout the term of the consultant's contract with CFCRC consistent with the terms of the Scope. The SG shall have any authority to make *de minimus* modifications to the Scope before, during, and after the procurement process. Substantive changes to the Scope may only be approved by the CFCRC.
5. **Project Manager.** The Lead Agency shall appoint a Project Manager from its staff, who shall administer the consultant's contract, act as the primary staff contact for the consultant for contract administration, process invoices for payment, and perform any other function related to the consultant's contract administration, or as directed by the SG. The Project

Manager shall at all times communicate with the SG and provide seven (7) days' notice to SG prior to making a disbursement to the Consultant. If an objection to the payment is made by any member of the SG, the SG shall convene within fifteen (15) days to resolve the objection.

6. **Funding.** The Local Government Partners agree to share equally in the cost to retain the commuter rail system consultant. Within 60 days of the Effective Date, as defined herein, each party hereto shall deposit a sum of Two Hundred and Twenty Thousand Dollars (\$220,000.00) into a separate, restricted, interest-bearing escrow account established by the Escrow Agent appointed by CFCRC. CFCRC designated the Seminole County Clerk of the Circuit Court and Comptroller as Escrow Agent responsible for administering said account for the purpose of selecting and compensating the consultant. The sum deposited by each of the Local Government Partners is intended to be a "not-to-exceed" amount. Any consultant services that result in fees that exceed the sum available in the escrow account must be unanimously approved by the Local Government Partners in writing and in advance of the services being performed. The Local Government Partners shall share equally in the payment of those excess fees. In the event the actual sum required to fund the consultant is lower than the sum deposited by the Local Government Partners, any funds remaining in the escrow account after the consultant has been compensated shall be promptly refunded to the Local Government Partners in equal shares.
7. **Effective Date: Term.** This Agreement shall become effective upon full execution by all parties hereto ("Effective Date") and shall continue in full force and effect until the CFCRC accepts the final deliverable set forth in the Scope.
8. **Amendments.** This Agreement may be modified only by written instrument expressly approved by the Local Government Partners and only if properly executed by all parties hereto.
9. **Enforcement.** The parties hereto shall have all legal and equitable remedies provided by Florida law for enforcement hereof.
10. **Validity.** After consulting with their respective legal counsel, each party hereto represents and warrants to the others its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The parties each hereby represent, warrant, and covenant to and with the others (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming due authorization, execution and delivery hereof by the other party hereto).

11. **Governing Law: Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in the County in which SunRail's administrative offices are located.
12. **Further Assurances.** The parties agree to perform any further acts and to sign and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.
13. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect.
14. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.
15. **Sovereign Immunity.** Notwithstanding any other provision of this Agreement, nothing contained herein shall be construed as a waiver or attempt at a waiver of the parties' sovereign immunity pursuant to section 768.28, Florida Statutes, or other limitations imposed on the parties' potential liability under state or federal law.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the dates indicated below.



[SIGNATURE PAGES FOLLOW]

ORANGE COUNTY, FLORIDA

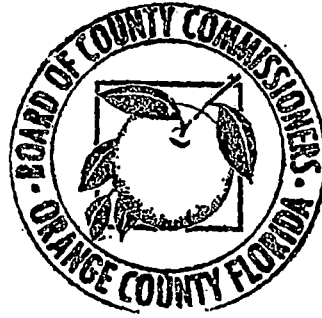
By: Board of County Commissioners

By: *Raymond B. Brown*
for Jerry L. Demings, Orange County Mayor

Date: JUL 07 2020

Attest: Phil Diamond, CPA, Orange County
Comptroller As Clerk of the Board of County
Commissioners

By: *Katie Smith*
Deputy Clerk
Print Name: **Katie Smith**



OSCEOLA COUNTY

By: *Tywan Janer*
Chair/Vice Chair Board of County Commissioners

Date: *July 06, 2020*



Attest:

Elizabeth Warren
Clerk to the Board of
County Commissioners

ILA with Local Government Partners



ATTEST

GRANT MALONE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

JAY ZEMBOWER, Chairman

Date: _____

7-14-20 20

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its July 14,
20 20, regular meeting.

Approved as to form and
legal sufficiency.

Paul M. Clay

County Attorney



ATTEST:

By: [Signature]

Name: George Recktenwald

Title: County Manager

Date: 7/9/2020

COUNTY OF VOLUSIA

By: [Signature]

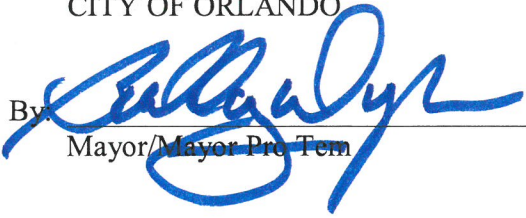
Name: Ed Kelley

Title: County Council Chair

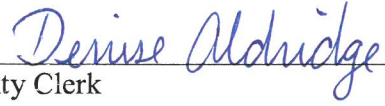
Date: 7/8/2020



CITY OF ORLANDO

By: 
Mayor/Mayor Pro Tem

ATTEST:


City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City of Orlando,
Florida, only.



Assistant City Attorney
Date: 6/9/20



EXHIBIT 1

**SCOPE OF SERVICES
FOR
SUNRAIL TRANSITION PLAN**

This Scope of Services is an attachment which is incorporated into the agreement between the Central Florida Commuter Rail Commission (hereinafter referred to as the CFCRC) and _____ (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as the SunRail system).

In anticipation of the future transfer of ownership and management of SunRail from the purview of the Florida Department of Transportation (FDOT) to that of the Central Florida Commuter Rail Commission (CFCRC), a Transition Analysis was performed which analyzed the existing financial, operational and contractual aspects of SunRail. This Transitional Analysis will serve as a baseline and framework to develop a final *Transition Plan* that will be in place before the ownership transfer takes place.

For this scope of services, the CFCRC has designated representatives from each of the Local Government Partners to work with the CONSULTANT. This Steering Group (SG) shall be the CONSULTANT's main point of contact for the Project.



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1.0 SCOPE OF SERVICES PURPOSE

The Scope of Services describes the responsibilities of the CONSULTANT and the SG when conducting the data collection and analysis required to develop a Transition Plan for the transfer of ownership and management of SunRail from the FDOT to the CFCRC.

This contract has an option for services necessary to implement the Transition Plan. The SG will prepare the scope of services for implementation related activities before the Final Transition Plan is completed.

The Scope of Services defines the Project tasks to be performed as specifically prescribed in Sections 2 through 7. The Scope of Services also outlines work activities that shall be the responsibility of the CONSULTANT and / or the SG.

The CONSULTANT must demonstrate good project management practices while working on this Project, including effective communication with the SG and others as necessary, effective management of time and resources, and quality of documentation. Throughout the Project, the CONSULTANT shall set up and maintain a contract file which will be available upon request by the SG. The CONSULTANT and any sub-CONSULTANTS are expected to know the laws and rules governing their profession and are expected to provide professional services in accordance with current and applicable regulations, codes, ordinances, and standards.

The SG shall provide contract administration and management, as well as technical reviews of all work associated with the development of this Project and performed under this Scope of Services. The SG's technical reviews shall focus on high-level conformance and are not meant to substitute CONSULTANT quality reviews of deliverables. The CONSULTANT is fully responsible for all work performed and work products developed under this Scope of Services. The SG may provide task-specific information as outlined in this Scope of Services.



2.0 PROJECT DESCRIPTION AND OBJECTIVES

SunRail is currently a 49.2 mile commuter rail system that extends from DeBary in Volusia, County to Poinciana Boulevard in Osceola, County. The system was opened up in two separate phases. The first 32-mile phase extended from DeBary in Volusia County to Sand Lake Road in Orange County and opened May 1, 2014, consisting of 12 stations. The second 17.2-mile phase extended from Sand Lake Road in Orange County to Poinciana in Osceola County and opened July 30, 2018, consisting of 4 stations. The planned last phase, which has not opened, extends the system approximately 12 miles north to DeLand in Volusia County.

At present, FDOT has sole responsibility for the development, design, engineering, construction, reconstruction, installation, procurement, operation and maintenance of the SunRail system. Through a series of agreements, the CFCRC presently acts in an advisory capacity to the FDOT and is comprised of five funding partners – Orange County, Osceola County, Seminole County, Volusia County, and the City of Orlando. In addition, a Technical Advisory Committee (TAC) and a Customer Advisory Committee (CAC) act in an advisory capacity to the CFCRC and FDOT. After transition, the CFCRC will assume all responsibility for the system, except that the FDOT will retain ownership of the Central Florida Rail Corridor (CFRC) and provide an easement to the CFCRC to ensure the ability to continue operations within the SunRail area of operation. Nevertheless, it is anticipated that the FDOT will be a full partner in the transition of the system.

2.1 PROJECT OBJECTIVES

The objective of the Project is to build upon the SunRail Transition Analysis completed in May 2019 and utilize the information contained within the final report to develop a Final SunRail Transition Plan to serve as a blueprint for the smooth transition of the SunRail system from FDOT to the CFCRC.

2.2 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The CONSULTANT shall conduct the appropriate level of analyses related to this scope of work required to develop a Final Transition Plan as stated in the Project Objective.

The CONSULTANT shall maximize the use of existing information available from State, regional, local agencies, private sources, and its own files.

The CONSULTANT shall review the following documents:

- SunRail Transition Analysis – May 9, 2019
- Existing SunRail Operating Agreements, including but not limited to:
 - Bombardier
 - Herzog
 - Conduent
 - Jacobs Engineering
 - Arthur Gallagher
 - DTS
 - Amtrak
 - Wells Fargo
 - Bank of America
 - MidFlorida
 - AT&T/Verizon
 - Green's Fuel
 - WabTech
- Existing Railroad/Bus Agreements, including but not limited to:
 - CSXT
 - Contract of Sale
 - CFOMA (Operating)
 - FCEN
 - Amtrak Operating
 - VoTran
 - LYNX
 - Full Funding Grant Agreements (FFGAs) with FTA
- Interlocal Agreements:
 - Governance
 - Operating
 - Funding
 - Joint Use Agreements
- Existing Operating/Safety Plans, including but not limited to:
 - Safety and Security Plans
 - Incidents being tracked
 - Root Cause Analyses performed for incidents and accidents
 - Trespassers



- Emergency Preparedness Plan
- Customer Service Plan
- Fare Policy
- Fare Evasion
- 5-Year Capital Improvement Plan
- Transit Asset Management (TAM) Report
- Financial Plan
- Other Relevant SunRail Documents

2.2.1 Liaison Office

The SG and the CONSULTANT will designate their respective Liaison Offices for this Project.

2.2.2 Personnel

Each of the Local Funding Partners will designate a staff person to serve on the SG to represent the jurisdiction for this Project. The SG shall be responsible for coordination with the CONSULTANT pertaining to all contractual matters, invoicing and reporting. The SG shall also be responsible for approval of any additional staffing to be provided, including additional consultant staff, and shall give approval of all products and services. The CONSULTANT shall assign a Project Manager who will communicate regularly with the SG regarding development of this Project. Final direction on all matters of this Project remains with the SG.

The CONSULTANT shall maintain staffing levels and personnel qualifications necessary to complete the required activities for this Scope of Services. The CONSULTANT's work must be performed by personnel identified in the contract. Any changes in the identified personnel shall be subject to review and approval by the SG. To the extent possible, the CONSULTANT shall minimize the SG's need to apply its own resources to the Scope of Services activities unless otherwise identified.

The CONSULTANT shall assign only competent technical and professional personnel qualified by the necessary experience and education to perform assigned work. The CONSULTANT shall be responsible for ensuring that staff assigned to work under this Agreement has the training to perform that work.

The CONSULTANT shall request approval from the SG for any modifications or additions to the list of available staff prior to the initiation of any work by that individual. If applicable, new job classifications may be added to the contract via contract amendment. The CONSULTANT shall submit a copy of the resume and payroll register before new staff can be added.

2.2.3 Sub-Consultants

Services assigned to any sub-CONSULTANTS shall be approved in writing and in advance by the SG, Lead Agency (Seminole County), and the CONSULTANT Project Manager in accordance with this Scope of Services. All sub-CONSULTANTS must be technically qualified to perform all work assigned to them. Additional sub-CONSULTANTS with specialized areas of expertise may be required to complete specific assignments. Any sub-CONSULTANTS to be hired and all work assignments to be performed, and all rates of compensation, shall be agreed to by the SG and documented in the contract file prior to any work being performed by the sub-CONSULTANTS.

2.2.4 Meetings and Presentations

Led by the SG, the CONSULTANT shall attend the Notice to Proceed Meeting, where relevant contract and Project information will be provided by the SG.

The CONSULTANT shall attend meetings necessary to undertake the activities of this Scope of Services. This includes meetings with the SG, other consultants, FDOT, or other miscellaneous meetings. It is anticipated that an estimated 24 progress and miscellaneous review meetings will be needed.

The CONSULTANT shall attend meetings or make presentations at the request of the SG with at least five (5) business days' notice. The CONSULTANT shall prepare meeting notes for all meetings identified in this Exhibit and submit within five (5) working days to the SG for review. Additional information on meetings and presentations may be found in Section 3 of this Scope of Services.

2.2.5 Communication

The CONSULTANT shall regularly communicate with the SG to discuss and resolve issues or solicit opinions regarding this Project. The CONSULTANT shall include the SG when seeking and receiving advice from various State, regional, local agencies, and citizen groups. The final direction on all matters for this Project remains with the SG.

All written correspondence between the CONSULTANT and any party pertaining specifically to this Project shall be reviewed and approved by the SG. The CONSULTANT shall respond to information requests relative to the Project from third parties at the direction, and with the approval, of the SG.

2.2.6 Quality Control

The SG requires that all Project documents, technical studies, calculations, maps, reports, and the Transition Plan are correct and complete, appropriate for the intended purposes, and conform to requirements of this Scope of Services. The CONSULTANT shall be responsible for the quality of all (including the sub-CONSULTANTS) deliverables. The CONSULTANT shall independently and continually review deliverables for accuracy and completeness. The CONSULTANT shall develop and follow an internal Quality Control (QC) process. The QC process is intended to ensure that quality is achieved through checking, reviewing, and verifying work activities and deliverables by qualified individuals who were not directly responsible for performing the initial work.

2.2.7 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 the SG. The schedule must indicate all required submittals, critical path activities, and key Project milestones. For the purpose of scheduling, the CONSULTANT shall allow for a review period of at least one week for each draft technical report or memorandum submitted for review.

Periodically throughout the life of the contract, the CONSULTANT shall review the Project schedule to monitor the progress of the Project. The CONSULTANT shall submit monthly progress reports with the approved schedule and schedule status report, which includes critical-path review to the SG. Any adjustments or changes to the approved schedule shall be approved by the SG.

2.2.8 Submittals

The CONSULTANT shall compile and transmit draft documents identified in this Scope of Services to the SG for review. For each submittal, the CONSULTANT shall include a Transmittal Cover Letter that includes, at a minimum, the file name and format of each electronic file and the number of hardcopies (if any) as directed by the SG.

The SG will review draft submittals and provide the CONSULTANT with review comments. The CONSULTANT shall address comments, prepare a matrix of comments and responses as applicable, and submit revised documents. Those documents include, but are not limited to:

-
- DRAFT/FINAL Comments and Coordination Report
- DRAFT/FINAL Existing Conditions Technical Memorandum
- DRAFT/FINAL Transition Analysis Technical Memorandum
- DRAFT/FINAL Financial Assessment Technical Memorandum
- DRAFT/FINAL Risk Assessment Report
- DRAFT/FINAL Transition Plan
- DRAFT/FINAL Transition Plan Schedule

The CONSULTANT shall submit to the SG final reports and other deliverables identified in this section. The CONSULTANT shall submit to the SG portable storage drives such as flash drives or USB drives containing PDFs of all submittals outlined in this section.

Upon completion of the Project, the CONSULTANT shall transfer to the SG, in an organized manner, all Project electronic files, data, maps, sketches, worksheets, and other materials used or generated during the Project in an acceptable portable storage drive.

2.3 COORDINATION WITH OTHER CONSULTANTS AND ENTITIES

The CONSULTANT shall coordinate with applicable local, state, and federal agencies to obtain information required to complete this Scope of Services.

2.4 CONTRACT MANAGEMENT



The CONSULTANT is responsible for maintaining Project files, including copies of submittals and underlying data, calculations, information and supporting Project documentation. The CONSULTANT is responsible for preparing monthly progress reports and schedule updates. Progress reports shall be delivered to the SG in a format prescribed by the SG with the corresponding invoice.

The CONSULTANT shall regularly communicate the status of the Project with the SG while managing sub-CONSULTANT efforts and executing sub-CONSULTANT agreements.

2.5 ADDITIONAL SERVICES

The CONSULTANT may be requested to provide additional services as required for the completion of the Final Transition Plan.

2.6 SERVICES TO BE PERFORMED BY THE SG

The SG shall provide the following services and materials:

- Participate in coordination efforts with the FDOT, the public, and other stakeholders, as appropriate;
- Provide Project data currently on file and available such as contracts, agreements, and financial information; and
- Reviews of technical reports and Transition Plan.

2.7 OPTIONAL SERVICES

At the SG'S option, the CONSULTANT may be requested to provide professional services not explicitly outlined in this Exhibit. These services may include, but not limited to, activities associated with the implementation of the Transition Plan not specifically listed in this Scope of Services. The fee for such services shall be negotiated in accordance with the terms detailed in **Exhibit B**, method of compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the Project. A supplemental agreement for the optional services shall be executed.

3.0 PUBLIC INVOLVEMENT/MEETINGS/PRESENTATIONS

Public involvement includes communicating to and receiving input from all interested and affected persons, groups, and government organizations regarding the development of the Project.

The CONSULTANT shall provide the SG with drafts of all public involvement materials associated with the following tasks for review and approval at least 5 business days prior to printing and / or distribution.

3.1 PUBLIC INVOLVEMENT

3.1.1 Progress Meetings

The CONSULTANT shall attend monthly meetings (assume up to 18 meetings) with the SG to discuss Project progress and status, upcoming events and action items. The purpose of these meetings is to maintain consensus of direction and progress with the SG. The CONSULTANT shall also attend meetings with representatives of the Local Funding Partners to obtain information for the Project and to brief representatives of the Local Funding Partners about Project progress. The CONSULTANT should assume up to 20 meetings. The CONSULTANT shall prepare an agenda, handouts, and graphics for the meetings. The CONSULTANT shall prepare meeting summaries and provide to SG for review no later than 5 days after the meetings. The CONSULTANT shall attend the meetings with a suitable number of personnel with appropriate technical expertise (based on Project issues), as authorized by the SG.

3.1.2 Public Involvement Data Collection

The CONSULTANT shall assist the SG with collecting data specific to the public involvement process and preparing responses to any public inquiries received throughout the Project. The CONSULTANT shall maintain and regularly update both an electronic and paper public involvement Project file, which will document a record of all public involvement activities for this Project.

3.2 SCHEDULED PUBLIC MEETINGS

The CONSULTANT shall actively support the SG in conducting various public meetings, which may be conducted after normal working hours.

The CONSULTANT shall support the SG in preparation, scheduling, attendance, note taking, documentation, and follow-up services for each meeting, which may include:

- Three (3) Project Kick-off Meeting(s) to CFCRC, TAC, and CAC
- Six (6) Presentations to CFCRC
- Six (6) Presentations to TAC
- Six (6) Presentations to CAC
- Fifteen (15) Presentations to Local Funding Partners Commissions/Council (assume three meetings for each)
- Twelve (12) Presentations to Local MPO's (includes associated technical and citizen committees, as applicable)

For any of the listed meetings, the CONSULTANT shall prepare and/or be responsible for the following:

- Agenda
- Presentation scripts
- Handouts
- Graphics for presentation
- Meeting equipment set-up and tear-down
- Meeting summaries provided to the SG no later than five (5) business days after the meeting
- Preparation of response letters for SG signature on public comments

Any materials prepared by the CONSULTANT for such meetings as listed above shall be subject to review and approval by the SG. The CONSULTANT shall provide the SG with a draft of any proposed materials at least one week prior to the meeting.

The CONSULTANT shall attend the meetings with a suitable number of personnel with appropriate technical expertise (based on Project issues), as authorized by the SG.

3.3 COMMENTS AND COORDINATION REPORT

The CONSULTANT shall prepare a Comments and Coordination Report containing documentation for all public involvement activities conducted throughout the Project.

3.4 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS

The SG will identify and list any special or additional public involvement requirements.

- General Public Correspondence
- Frequent Asked Questions (FAQs)
- Miscellaneous meetings



4.0 DATA COLLECTION

CONSULTANT activities relating to conducting data collection shall be done under the direction of the SG. The CONSULTANT shall gather and review existing data from the FDOT and SG, such as contracts, agreements, staffing, plans, committees, and financial information. The CONSULTANT shall collect additional data necessary to supplement existing data. This will include performing an operational field review.

4.1 REVIEW OF PREVIOUS STUDIES

The CONSULTANT shall review and summarize previously completed (or concurrent) planning studies and other studies that are related to this Project and appropriately incorporate their results in the analysis of the Project including, but not limited to, the following:

- SunRail Transition Analysis – May 2019
- Information provided to TAC from FDOT

4.2 EXISTING OPERATIONS CONTRACTS

The CONSULTANT shall conduct an audit and provide a review and summary of the existing SunRail operations contracts for contract compliance and contract novation. Existing information contained in the

SunRail Transition Analysis – May 2019 should be utilized. The contracts to be audited shall include, but not be limited to the following:

- Bombardier
- Herzog
- Conduent
- Jacobs Engineering
- Arthur Gallagher
- DTS
- Amtrak
- Wells Fargo
- Bank of America
- MidFlorida
- AT&T/Verizon
- Green's Fuel
- WabTech

In addition, the CONSULTANT shall work with FDOT to determine if there are any other operational contracts to be assessed.

The results of the audit shall be summarized in the Existing Conditions Technical Memorandum as described in Section 4.9.

4.3 AGREEMENTS

The CONSULTANT shall conduct a review of existing agreements to assess the requirements of the CFCRC and Local Government Partners within the agreements. These shall include the various existing railroad, bus, and agency agreements. Existing information contained in the *SunRail Transition Analysis – May 2019* should be utilized.

Existing agreements to be assessed shall include, but not be limited to, the following:

- Existing Railroad/Bus Agreements
 - CSXT
 - Contract of Sale
 - CFOMA (Operating)
 - FCEN
 - Amtrak Operating
 - VoTran
 - LYNX
- Existing Agency Agreements
 - Full Funding Grant Agreements (FFGAs) with FTA
- Interlocal Agreements
 - Governance
 - Operating
 - Funding
 - Joint Use Agreements

In addition, the CONSULTANT shall work with FDOT to determine if there are any other agreements in place that need to be assessed.

The results of the agreement assessment shall be summarized in the Existing Conditions Technical Memorandum as described in Section 4.9.

4.4 STAFFING

The CONSULTANT shall conduct a review of the existing staffing that is in place for SunRail operations and program management. The staffing assessment shall include FDOT, consultant, and contractor staff required to perform duties related to the operations of SunRail and program management in support of the operations. The roles and responsibilities of the existing staffing shall be assessed and summarized. Existing information contained in the *SunRail Transition Analysis – May 2019* should be utilized as a basis and updated to the current staff in place.

The results of the staffing assessment shall be summarized in the Existing Conditions Technical Memorandum as described in Section 4.9.

4.5 PLANS

The CONSULTANT shall review and summarize the operational plans currently in place. These plans may include, but not be limited to, the following:

- Safety and Security Plans
 - Incidents being tracked
 - Route Cause Analysis being performed for incidents and accidents
 - Trespassers
- Emergency Preparedness Plan
- Customer Services Plan
- Fare Policy
- Fare Evasion
- 5-Year Capital Improvement Plan
- Transit Asset Management (TAM) Report
- Financial Plan
 - Phase 1 and 2
 - FDOT 5 year work program
- Mechanical Services Plan
- Existing Ridership vs forecasts including Phase 2 North



Existing information contained in the *SunRail Transition Analysis – May 2019* should be utilized. The summary of the operational plans shall be included in the Existing Conditions Technical Memorandum as described in Section 4.9.

4.6 COMMITTEES

The CONSULTANT shall conduct an audit of SunRail committees currently in place. This will include the role of the Committee, how often the Committee meets, who staffs the Committees, and the membership of the Committees. Existing SunRail Committees include, but may not be limited to, the following:

- Fire/Life Safety
- Executive Management Organization
- TAC
- Customer Advisory Committee

The CONSULTANT shall work with FDOT to ascertain the existence of any other SunRail Committees. Information on the SunRail Committees shall be documented in the Existing Conditions Technical Memorandum as described in Section 4.9.

4.7 FINANCIAL DOCUMENTATION

The CONSULTANT shall document the financial aspects of the SunRail system. This shall include a review of the following:

- Financial reports from the SunRail back office;
- Budget for SunRail operations including capital maintenance, program management, marketing, consultants, and bus operations;
- Budget for SunRail operations should include positive train control (PTC) and maintenance for Phase 2 North;
- Funding for capital outlay as described in the SunRail Financial Plan;
- Revenue from farebox, CSXT, FCEN, Amtrak, Advertising, FTA 5707 monies, and leases; and
- FDOT 5-year Work Program as it relates to SunRail Funding.

The CONSULTANT shall summarize findings of the financial documentation in the Existing Conditions Technical Memorandum as described in Section 4.9.

4.8 FIELD REVIEW

The CONSULTANT shall conduct field observations to review existing field conditions, verify desktop data, and obtain additional data required to understand the Project area, assess Project needs, identify physical constraints, determine state of good repair of the infrastructure, and assess operational issues.

In addition, the CONSULTANT shall conduct a review of the CFRC operating rules, Federal Railroad Administration (FRA) violations, grade crossing assessments, signal assessments, and assessments of the oversight of the SunRail system and CFRC.

The CONSULTANT shall be required to obtain the proper insurance and have staff properly trained to enter the CFRC. Any staff entering the CFRC will be required to coordinate with FDOT. Information related to the permitting process and for obtaining security clearance to the CFRC may be found at the following link: <https://corporate.sunrail.com/doing-business-with-sunrail/corridor-use/>.

The CONSULTANT shall summarize findings of the field review in the Existing Conditions Technical Memorandum as described in Section 4.9.

4.9 EXISTING CONDITIONS REPORT

The CONSULTANT shall prepare a draft and final Existing Conditions Technical Memorandum detailing the documentation of efforts described in Sections 4.2 through 4.8.

The CONSULTANT shall submit a draft of the Existing Conditions Technical Memorandum to the SG for review and comment. The SG will determine if the CONSULTANT will present the information contained within the Existing Conditions Technical Memorandum to the CFCRC, TAC, and CAC.

5.0 ANALYSIS AND REPORTS

Tasks described within this section direct work efforts applicable to the analysis and documentation for this Project. The CONSULTANT shall utilize the information obtained in Section 4.0 and analyze the data to determine the means and methods to transition SunRail efficiently and effectively to the CFCRC. The CONSULTANT shall coordinate the findings of this Section with the SG and document those findings in a Transition Analysis Technical Memorandum described in Section 5.9.

5.1 CONTRACT COMPLIANCE

The CONSULTANT shall analyze the contracts described in Section 4.2 to determine any issues, deficiencies, or actions that need to be implemented to facilitate a smooth transition of SunRail to the CFCRC. The contract analysis shall consist of, but not be limited to, the following:

- Determination of contract compliance. Are there any outstanding contract deliveries? Are the requirements of the contracts being met?
- Does the CFCRC have the ability to take over the contracts?
- Are there any issues with CFCRC taking over the contracts?
- Should the CFCRC advertise any contracts prior to transition?
- Should any contracts be bundled?

The results of the contract compliance analysis shall be documented in the Transition Analysis Technical Memorandum as described in Section 5.9.

5.2 AGREEMENTS

The CONSULTANT shall conduct an analysis of the agreements described in Section 4.3 to determine if the commitments contained within the agreements create any issues or actions that need to be implemented to facilitate a smooth transition of SunRail to the CFCRC. The agreement analysis shall consist of, but will not be limited to, the following:

- Existing Railroad Agreements – Do any of the commitments within the agreements impact the CFCRC or Local Funding Partners? Do any of the commitments within the agreements impede or impact SunRail service?
- Feeder Bus Agreements – The CONSULTANT shall work with LYNX and VoTran to analyze the feeder bus routes to determine if any changes are recommended.
- Phase 1 and Phase 2 South FFGAs – Do any requirements within the FFGAs conflict with requirements within Interlocal Agreements or Local Funding Partners policies or procedures?
- Interlocal Agreements – The CONSULTANT shall analyze the Interlocal Agreements to ensure that commitments made within the agreements are incorporated into the Project. If conflicts exist within the Interlocal Agreements based on results of the work completed under this Scope of Services, these shall be identified to the SG.

The results of the agreement analysis shall be documented in the Transition Analysis Technical Memorandum as described in Section 5.9.

5.3 STAFFING PLAN

The CONSULTANT shall utilize the information obtained in Section 4.4 and conduct a staffing plan analysis to determine appropriate staffing levels for management, oversight, operations, and program management. The CONSULTANT shall analyze the following:

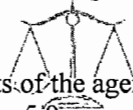
- Is the existing staff adequate or should additional staff be hired?
- What staff need to be hired that are currently FDOT employees?
- Determine if staff should be employees of the agency or contract employees including the CEO and COO?
- Do the contractors have enough staff to fulfill their contracts?

Once the analysis is complete, the CONSULTANT shall prepare a staffing plan for incorporation into the Transition Analysis Technical Memorandum as described in Section 5.9.

5.4 AGENCY

The CONSULTANT shall do an analysis of what procedures and processes need to be put in place for the SunRail system to transition to CFCRC. Items in the agency analysis should include, but not be limited to:

- Recommendation of how the agency will function? Will the staff be employed by the agency or contract employees?
- What procurement procedures need to be put in place?
- What legal procedures need to be put in place?
- What policies need to be put in place?
- Where will the headquarters of the agency be?
- Recommendation on location of operations and program management staff
- Recommendation on agency startup procedures
- Will any of the recommendations within the agency analysis impact language in the Interlocal Agreements?



The CONSULTANT shall document the results of the agency analysis in the Transition Analysis Technical Memorandum as described in Section 5.9.

5.5 EXISTING PLANS

The CONSULTANT shall conduct an analysis of the SunRail plans as described in Section 4.5 to determine the adequacy and compliance of the plans. The analysis shall include, but not be limited to the following:

- Safety Audit
 - Assessment of incidents and accidents and frequent trespassers
 - Operational improvements put in place as a result of incidents, accidents and trespassers
 - Encroachment locations
- Fare Policy
 - Review, audit and recommended changes
- Fare Evasion
 - Procedures in place?
 - System working to implement fare evasion procedures? (Conduent Handheld devices)
- Five – Year Capital Improvement Plan
 - Roadmap for transition
 - Vehicle Overhauls

- Ticketing system upgrades
 - Parking lot expansions
 - Bridge maintenance
 - Grade Crossings
- Transit Asset Management (TAM) Plan

As part of the analysis, the CONSULTANT shall make recommendations on whether additional plans need to be put in place as the system transfers to the CFCRC.

The results of the plan analysis shall be documented in the Transition Analysis Technical Memorandum as described in Section 5.9.

5.6 COMMITTEES

The CONSULTANT shall utilize the information determined in Section 4.6 to conduct an analysis of the current SunRail Committees. These Committees include, but are not limited to:

- Fire/Life Safety
- Executive Management Organization
- TAC
- Customer Advisory Committee

The analysis shall consist of determining whether the function of the Committees should be transitioned to the CFCRC or discontinued. In addition, recommendations on whether procedural policies similar to LYNX Committees should be developed.



As part of the analysis, the CONSULTANT shall make recommendations on whether additional Committees need to be put in place as the system transfers to the CFCRC.

The results of the Committee analysis shall be documented in the Transition Analysis Technical Memorandum as described in Section 5.9.

5.7 FINANCIAL ASSESSMENT

The CONSULTANT shall analyze financial documentation for the SunRail system as described in Section 4.7. The purpose of the financial analysis is to gain a complete understanding of all financial aspects of the SunRail system, including operations, program management, insurance, capital maintenance, and staffing, revenue received by FDOT, and reporting to the federal government. This analysis shall include, but not be limited to the following:

- Procedures for obtaining revenue including:
 - CSXT
 - FCEN
 - Farebox
 - Advertising
 - Lease
 - Amtrak
- Complete understanding and documentation of farebox system including:
 - How the system functions

- Outstanding contract items
- System Reports
- Trip Tracking
- Collecting cash
- True up with LYNX and VoTran
- Analyze and develop a five-year budget to include the following components:
 - Operations and Maintenance
 - Capital Maintenance
 - Insurance
- Methodology and procedure for assessing Local Operating Support including operations, capital, and insurance
- Understanding National Transit Database (NTD) reporting
- Assessment of operational costs for the implementation of SunRail Phase 2 North
- Assessment of costs for PTC

The results of the financial assessment shall be documented in a Financial Assessment Technical Memorandum by the CONSULTANT. The CONSULTANT shall prepare the Technical Memorandum for review and comment by the SG and representatives of Local Funding Partner's Office of Management and Budget (OMB). The Financial Assessment Technical Memorandum shall include recommendations to the CFCRC on transitioning the financial system, any policies or procedures to be developed, and any outstanding items to be finalized prior to the transition. Upon request, the CONSULTANT shall present the information contained within the Financial Assessment Technical Memorandum to the CFCRC, TAC, and CAC.



5.8 OPERATIONAL ASSESSMENT

The CONSULTANT shall utilize the information obtained in Section 4.8 and prepare an operational assessment of the SunRail system and CFRC. The operation assessment shall include, but not be limited to the following:

- Assessment of state of good repair
 - Track
 - Signals
 - Equipment
 - Dispatch System
 - Communications System
 - Platforms
 - Grade Crossings
- Operating Rules review and assessment
- Operational issues with FRA
- Outstanding FFGA items

The results of the operational assessment shall be documented by the CONSULTANT in the Transition Analysis Technical Memorandum as described in Section 5.9. The CONSULTANT shall provide recommendations of capital projects that may need to be implemented prior to transition.

5.9 TRANSITION ANALYSIS REPORT

The CONSULTANT shall prepare a draft and final Transition Analysis Technical Memorandum detailing the documentation of efforts described in Sections 5.2 through 5.8.

The CONSULTANT shall submit a draft of the Transition Analysis Technical Memorandum to the SG for review and comment. The SG will determine if the CONSULTANT will present the information contained within the Transition Analysis Technical Memorandum to the CFCRC, TAC, and CAC.

6.0 RISK ASSESSMENT

The CONSULTANT shall perform a risk assessment for transition. The purpose of the risk assessment is to manage schedule and financial risks of the transition. The CONSULTANT shall develop a risk register and conduct a risk assessment workshop. Personnel included in the risk assessment shall include expert consultant staff, SG, and FDOT, as necessary. The risk assessment workshop shall occur early in the Project schedule to develop Project risks and effectively monitor the risks throughout the Project. Within 30 days after the conclusion of the Risk Assessment Workshop, the CONSULTANT shall prepare a Risk Assessment Report for SG review and comment. The CONSULTANT shall maintain the risk register throughout the Project.

If requested, the CONSULTANT shall present the information contained within the Risk Assessment Report to the CFCRC, TAC, and CAC.

7.0 TRANSITION PLAN

The CONSULTANT shall develop a Transition Plan incorporating information obtained in Sections 2 through 6. The Transition Plan shall include an implementation schedule which shall clearly document next steps for transitioning the SunRail system to the CFCRC. In addition, in accordance with the Interlocal Governance Agreement, Section 3.10, the Transition Plan shall include a risk management and self-insurance program which shall be consistent with the provisions of the Interlocal Operating Agreement.

The Transition Plan shall be submitted to the SG for review and comment. The CONSULTANT shall present the Transition Plan to the CFCRC, TAC, and CAC in coordination and consultation with the SG. The CONSULTANT may also be requested to present the Transition Plan to the Commissions/Council of the Local Funding Partners and the Metropolitan Planning Organizations (MetroPlan Orlando and Volusia TPO) Board and Committees.

8.0 METHOD OF COMPENSATION

Payment for the work accomplished shall be in accordance with **Exhibit B** of this contract. The SG 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 the SG. The SG shall decide whether work of sufficient quality and quantity has been accomplished by comparing the reported Scope of Services percent complete against actual work accomplished.

Payments will not be made that exceed the percentage of work identified in the schedule provided. 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 actually occurred and the results are acceptable to the SG.