

**AGREEMENT BETWEEN
URS CORPORATION GREAT LAKES
AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48107 ("City"), and URS Corporation Great Lakes, a Michigan corporation with its address at 27777 Franklin Road, Suite 2000, Southfield MI 48034 ("Consultant"), agree as follows on this 10th day of December, 2013.

The Consultant agrees to provide professional services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means Public Services or Systems Planning.

Contract Administrator means Eli Cooper, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for or delivered to City by Consultant under this Agreement

Project means environmental review and conceptual design for an intercity passenger rail station as described in RFP 866 Ann Arbor Station Environmental Review.

II. DURATION

This Agreement shall become effective on October 21, 2013 and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

III. SERVICES

- A. The Consultant agrees to provide professional design and environmental review services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

- C. The Consultant shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Consultant may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. COMPENSATION OF CONSULTANT

- A. The Consultant shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed \$824,875.14.
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be payable according to the fee schedule in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Consultant shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.
- B. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a

minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

- C. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including reasonable attorney's fees resulting or alleged to result from any acts or omissions by the Consultant or its employees and agents occurring in the performance of or breach in this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. The Consultant is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VII. WARRANTIES BY THE CONSULTANT

- A. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.

- C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Consultant warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

VIII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to the Consultant except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Consultant acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Consultant access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Consultant of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Consultant shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Consultant shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Consultant shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

URS Corporation Great Lakes
Attn: Robert Gorski
27777 Franklin Road, Suite 2000
Southfield MI 48034

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
301 E. Huron
Ann Arbor, Michigan 48107
Attn: Eli Cooper

XII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XIII. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Consultant.

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XIV. CONFLICT OF INTEREST

Consultant certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Consultant further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

XV. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVI. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

FOR CONSULTANT

By Theresa S. Petko
Print Name THERESA S. PETKO
Its VICE PRESIDENT
(Title)

FOR THE CITY OF ANN ARBOR

By John Hieftje
John Hieftje, Mayor
By Jacqueline Beaudry
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers
Steven D. Powers, City Administrator

Craig Hupy
Craig Hupy, Public Services Administrator

Approved as to form and content

CF

Stephen K. Postema
Stephen K. Postema, City Attorney

AGREEMENT EXHIBITS

EXHIBIT A
Scope of Work

WORK PLAN

The URS Team proposes the following work plan for this study, based on the discussion presented in the RFP as well as recent experience on similar projects.

Task 1 Project Initiation

Upon receiving the notice to proceed, the URS Team will work with the City of Ann Arbor to set up a kick-off meeting. This meeting will involve key task leadership from the URS Team, representatives from the City of Ann Arbor, and any other project partners as identified by the City (e.g., Michigan DOT, Amtrak, University of Michigan). It is expected that this meeting will be used to review and confirm the following elements:

- Detailed scope of work and task list
- Detailed project schedule, including milestones and project team meetings
- Roles and responsibilities of project participants
- Project status update and coordination procedures
- Contact list and communications protocol
- Data needs and collection

Based on input received at (or shortly after) the kick-off meeting, all of the elements above will be finalized by the URS Team and assembled into a Project Management Plan for the study (also see Task 5).

Task 1 Deliverables

- A Project Management Plan that defines the detailed project work plan and schedule; key project participants and their responsibilities; communications procedures and protocols; quality management procedures.
- Kick-off meeting notes, including copies of meeting agenda, notes, and materials introduced.
- A complete detailed work plan for approval by the FRA.

Task 2 Public Participation

2.1 Public Involvement Plan

The Public Involvement Plan (PIP) for the project will be a critical mechanism for ensuring that key stakeholders and the general public have ample opportunity to provide their opinion about the project. The URS Team proposes development of a multi-faceted plan to address each of the communication mechanisms that will be employed during the project. In order to make the Public Input phase of the project successful, the PIP must be reflective of the needs of the local community and key constituents. We will approach key stakeholders prior to writing the PIP in order to gather their thoughts and input. This would include approaching WATS, AATA, FRA, FTA, University of Michigan, and other key parties to provide input into the PIP. We will ask each stakeholder to contribute potential methods for reaching their constituents during the outreach process.

The URS Team will:

- Develop goals and objectives of the public involvement efforts.
- Identify key stakeholders.
- Suggest public involvement techniques and public participation materials.
- Develop public involvement matrix outlining methods of involvement for various stakeholders and constituencies.
- Develop a mechanism for continuous updates to the public via the website and social media outlets.

Outreach mechanisms that have been successfully utilized by members of the URS Team, and that are being suggested for this project, include:

Project Newsletters (Paper and Electronic): The URS Team will assist in the design and development of a project newsletter to communicate updates to the general public, stakeholders, and key groups. This effort will involve designing an attractive template for the newsletter and development of newsletter content based on project materials.

Public Relations Plan: A comprehensive public relations plan will be developed to ensure that the public is well informed about the project. The plan will include numerous outreach tools including:

- A communications protocol document. This document will outline the hierarchy for communications related to the project and include key statements and messages. It will also clarify the protocol for any social media activities.
- Suggested strategic marketing initiatives including media appearances, press releases, etc.
- Recommended strategies for announcing and promoting any public meetings.
- Recommendations for tracking public comments.
- A process for proactively planning and facilitating outreach initiatives.

Press Releases: Communicating project updates to the local media will be critical. The URS Team will develop content for newsletters; distribute press releases to Washtenaw County media; facilitate story placement, appearances and interviews, etc., if needed.; and monitor media placements.

Project Fact Sheets: Project Fact Sheets will be used to communicate general information and updates about the project, as well as provide the public with a means to compare and evaluate alternatives considered for the station site. The URS Team will design an attractive template for the fact sheets, as well as content based on study deliverables.

Social Media Interactivity: The URS Team recommends development of a social media strategy for this project that incorporates use of Facebook and Twitter. The URS Team will develop posts for use by the City of Ann Arbor and other stakeholders announcing key project information and workshops, and provide photos to the City of Ann Arbor for posting.

2.2 Stakeholders

In tandem with the City of Ann Arbor, the URS Team will create a database of stakeholders for the project. This will include stakeholders in the following categories:

- Government (City Council, AATA, WATS, MDOT, legislators, etc.);
- Residents,
- Businesses, and
- Organizations.

The URS Team will also create a stakeholder grid that reflects the stakeholders and the corresponding public involvement techniques to reach those stakeholders. One approach that has been used successfully on other projects, and that the URS Team would like to recommend for this project, would be the formation of a **Leadership Advisory Group**. This group would be

comprised of key stakeholders in the vicinity of the Ann Arbor Station alternatives. Meetings with the Leadership Advisory Group will occur prior to public meetings in both individual and group settings, and provide an intimate forum for key stakeholders to discuss the project and ask questions about the design and evaluation process.

2.3 Public Meeting Structure and Schedule

During the public meeting process it will be important to effectively communicate with the general public and other stakeholders. When developing the agenda, The URS Team will work to create an engaging and lively process for gathering opinions and feedback when needed. We will also create flexible meeting schedules and locations so that the public can attend when it is convenient. We recommend two-hour sessions for meetings. However, many people may be unable to commit to a full two-hour block of time for the session. In that case, we could offer an alternative, briefer method of involvement so participants still feel like their voices are heard. By announcing this more flexible "drop-in" meeting process, we anticipate greater public involvement. The URS Team will:

- Assist in determining meeting locations.
- Assist in setting meeting agenda.
- Assist in facilitating meetings.
- Create and facilitate interactive sessions if needed.
- Report on meeting results.

The work scope assumes that there will be three rounds of meetings that may be conducted at up to two different times or locations. The content of each meeting will be settled on through consultation with the City of Ann Arbor, but an initial concept for the three meetings would be to have one at each of the following stages:

- Meeting #1:** project initiation, draft purpose and need, initial identification of up to ten potential sites
- Meeting #2:** conceptual designs and detailed evaluation of up to five final sites/options
- Meeting #3:** presentation of recommended site and design concept

2.4 Project Website

The Ann Arbor Station website will be a key mechanism for communication about the project. A site already exists (<http://www.a2gov.org/government/pages/fuller.aspx>) and includes numerous documents related to the project. For this project, the City may want to consider maintaining the existing website structure, while the URS Team will provide content to enhance it, including additional sub-pages and project updates. Materials will be developed by the URS Team for posting by the City of Ann Arbor.

2.5 Citizen Working Groups

A Citizen Working Group (CWG) is a group of citizen stakeholders that meet regularly to discuss issues related to a project. The goal of the CWG is to gather direct feedback and input on the project from the community on an ongoing basis. The CWG is a forum where technical information can be presented along with milestones.

Our proposed structure for the CWG is as follows:

- Citizens from throughout the project area are represented.
- Citizens are invited to volunteer to participate.
- CWG meetings are public. Regular meeting dates are announced and anyone can attend. Participants self-select to attend.

- Comments and input will be compiled and can be posted on the project website.
- Meetings will be held each month; possibly multiple times each month.
- The format is open, allowing participants to ask specific questions, get clarification on issues, and provide direct input.

A typical CWG meeting might cover the following:

- Brief project overview.
- Discussion of goal/agenda item for the meeting.
- Breakout into discussion groups. Opportunity for direct feedback and input.

The CWG will offer a format other than the three main public involvement meetings to individuals who want a deeper level of involvement. It will inform the project on an ongoing basis and provide a deeper level of insight into concerns. It also demonstrates a higher level of commitment to public involvement, and fosters trust in the project process. These meetings can focus on key decisions throughout the project.

Staff support will include representatives from the technical and public involvement team.

Tasks include:

- Determine meeting locations.
- Assist in setting meeting agenda.
- Assist in facilitating meetings.
- Create and facilitate interactive sessions if needed.
- Report on meeting results.
- Assumes monthly meetings throughout the project (11 months).

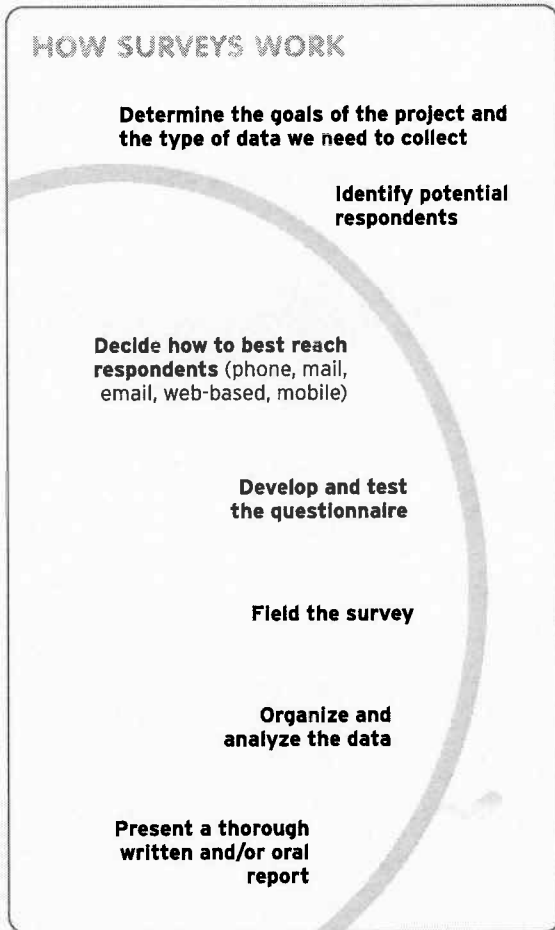
2.6 Surveys (If Requested by the City)

Surveys are a quantitative method for obtaining data from a target market. Surveys should be used when very specific input is being sought from the public. For this project, surveys can be part of the ongoing data gathering process with the public and conducted at various points in the study. Key decision points (Purpose and Need, Alternatives, Site Selection, etc.) are ideal opportunities for engaging the public with a survey mechanism.

To begin the project, PMR will meet with the City of Ann Arbor staff to discuss and refine the overall goals of the project.

We will then develop the research instrument that will be used to contact the target audiences. This instrument will be presented to the staff of the City of Ann Arbor for review and comment. A revised instrument will then be created for the project.

Printed surveys will be made available during meetings, online, online as a printable PDF. In addition, a web-based version of surveys can be developed and a link provided to stakeholders.



PMR will custom-design the survey to obtain the specific information we are seeking from the target audience in an efficient manner. Question order as well as proper wording will ensure that there is no bias included in the surveys. Once the questionnaire is designed, we will test it to ensure that all the questions are easy to follow and understand by the target population. We will also develop an introduction explaining the purpose of the survey and assure respondents of the confidentiality of their replies. Our report will consist of a brief executive summary of findings, followed by analysis and reporting on each question, including tables outlining percentages and numerical responses. We will flag any significant relationships, and cross-tabulations will be performed (but only reported when significant). We will also offer strategic recommendations based upon the responses we gather. All verbatim comments made by respondents will be included in the report.

Tasks include:

- Draft survey instrument
- Revise survey instrument
- Test survey, Deploy survey
- Analyze data
- Complete survey report

2.7 Focus Group Sessions (If Requested by the City)

Focus groups are a qualitative method for obtaining public opinion to help drive decision-making. Focus groups are comprised of several stages: discussion guide development, screener development, recruitment, moderation, and reporting. The purpose of these sessions would be to obtain direct input from specific targeted groups, including otherwise underrepresented individuals. Participants may be invited directly or solicited from key stakeholder groups. We would suggest that focus groups be used when in-depth information is required. For example, at the inception of the project, a focus group with a cross-section of key stakeholders is recommended. A group with individuals who are vocally opposed to the project might also be warranted. As the project progresses, focus groups could be used at key decision points for in-depth input.

Discussion Guide Development

PMR will work with the City of Ann Arbor to develop a series of questions that will be used in the focus group sessions. The guide will be designed to relax participants and encourage interactivity; fulfill the objectives listed above; and allow for feedback from all participants. Together we will meet to discuss in detail the objectives of the research, the information we hope to obtain from participants, and how the information will be used. A draft of the guide will be developed for review and comment by the City of Ann Arbor staff. PMR will then prepare a final version of the guide so that we are in agreement regarding the overall approach.

Screener Development

A screener document (used to contact potential participants) can also be developed by PMR to help the City of Ann Arbor obtain the types of participants desired. The screener will be used to ensure that the attendees match the demographic profile desired for the project.

Recruitment

Recruitment of participants may be conducted by the City of Ann Arbor, PMR, or organizations that are interested in participating. Typically, 10-12 participants are included per session and it is customary to recruit at least 2-3 additional individuals per session in case of no-shows or cancellations. There will also most likely be several demographic requirements for participants (age, gender, income, etc.).

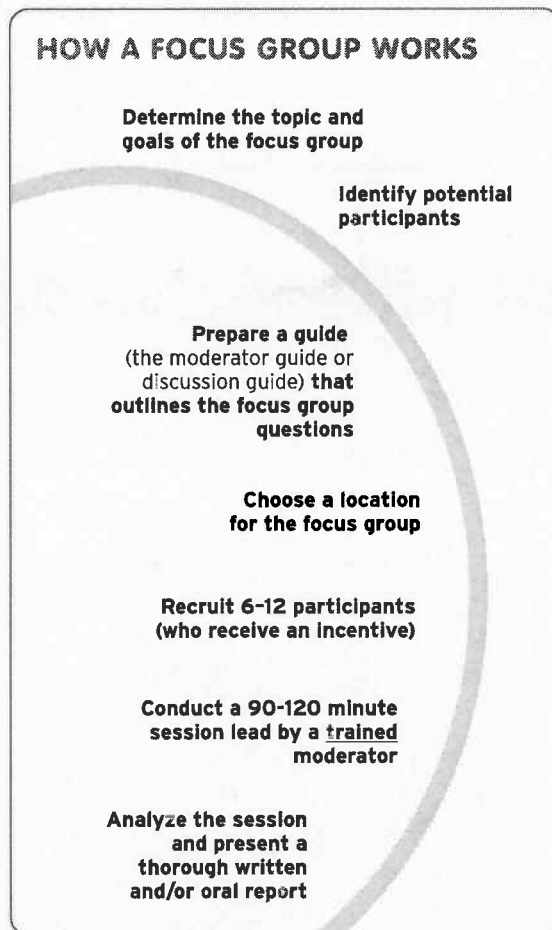
It is also customary to incentivize participants for the focus groups, but for these sessions, supplying a snack would most likely be acceptable. The focus groups will be held in neutral locations.

Moderation

Moderation of the focus groups will be conducted by Debra Power, a trained focus group moderator with certification from the ACNielsen Burke Institute. Ms. Power has conducted over 100 focus groups and is well-versed in a variety of discussion techniques. She is also responsible for several innovative focus group approaches and has published on the topic in several peer-reviewed journals.

It is the moderator's role to keep the session focused on the topics under discussion and to facilitate group dialogue to ensure that everyone in the group participates and no one individual dominates the discussion.

Reporting



PMR will prepare an extensive report that will outline the results of the focus group sessions. The report will summarize findings, conclusions and recommendations in parallel with the overall project goals. The report will also detail the key outcomes from the focus groups, and include pertinent verbatim comments from participants to support the outcomes.

Approximate time to complete a focus group project is typically six weeks. Two weeks for preparation of the screener, discussion guide, and recruitment; one to two weeks for conducting the focus group and transcription; and two weeks for analysis.

Tasks include:

- Identification of objectives and methodology.
- Recommendations for group composition/size, recruiting/screening.
- Development of draft and revised discussion guide.
- Development of screener.
- Recruitment of focus group participants.
- Moderation of focus groups by an ACNielsen Burke Institute certified moderator.
- Report.

2.8 Site Tours

Another mechanism for engaging the public in the decision-making process is inviting them to attend site tours at the proposed station locations. These tours would provide the public with a hands-on look at the sites, provide them with details about decision-making factors, and allow them to provide input.

Elements of the site tours could include:

- Several tours scheduled to allow for more participants.
- Tours announced via the media.
- Technical staff on hand to respond to questions.
- Surveys used to gather feedback.

Tasks include:

- Once potential sites are located, schedule site tour dates and times.
- Announce site tour dates and times via media channels.
- Conduct tours.
- Develop survey to gather data.
- Depending upon site locations, buses might be required.

Task 2 Deliverables

- Stakeholder database.
- Support materials for all Project-related meetings.
- Maintenance of the AAS webpage on the City's website.
- Project newsletter, if included in scope (web-based and 100 hard copies).
- Other public involvement tools and programs as needed.
- Subtasks 2.7 or ^{2.6} ~~2.8~~, if requested by the City. *TSP 12/17/2013*
- Minimum of three Project-related public meetings and presentations to policy bodies as outlined in subtask 2.3 above.

CF

Task 3 Concept Plan & Report

The consideration of alternatives through the NEPA process and development of conceptual design plans for future station sites needs to advance from a well-defined understanding of existing conditions as well as future transportation needs for the station facility. At the outset of the project, the URS Team will work collaboratively with representatives from the City, MDOT, AATA, Amtrak, FRA, and other stakeholders as we identify estimates of travel demand, parking and accessibility needs, design standards and other factors that could influence the site design layouts. These materials will be synthesized into an "Existing Conditions Summary" as well as a "Program Document" that sets the design criteria list for the future station facility. This effort will be concurrent (and coordinated) with the development of a "Purpose and Need" for the NEPA review process.

3.1 Development and Consideration of Alternatives

It is understood that the City of Ann Arbor intends to evaluate and compare the potential for continuing use of the existing station (no-build alternative) with the development of a new facility, either on the current site or a new site within the City (build alternatives). The development of the build alternatives will begin by identifying potential candidate sites for the future Ann Arbor Station that meet the overall Purpose and Need. The URS Team will identify and evaluate a broad range of alternative sites for the station, including the existing site, using criteria such as:

- Publically owned, underutilized or otherwise developable sites
- Proximity to existing and planned road/bike/trail/transit route for inter-modal connectivity
- Space (e.g., 3+ acres) available for the proposed station
- Flexibility to accommodate potential additional train service in the future
- Service and accessibility for the Southeastern Michigan region and beyond
- Minimization of potential environmental and socio-economic impacts
- Topography or other geographic constraints
- Public/stakeholder input

For the initial parcels identified for consideration (likely in the range of 10 locations), a complete site design concept is not anticipated. Instead, the URS Team could develop a general diagram of each site that shows the main components at an illustrative level. This process would allow stakeholders and the public (at the first public meeting) to understand some of the pros and cons of each site and would facilitate comparison at a relative level.

3.2 Definition of Preferred AAS Concept

Once a short list of potential sites is developed (likely in the range of 3 to 5 sites, including the existing station site), a tailored concept design will be prepared for each site. This will allow a more in depth comparison based on form, function, cost, and impacts, and also facilitate the selection of a "recommended" AAS concept. Some of the more important factors the URS Team will need to account for in our concept design layouts include the following:

- Rail platforms
- Track connections
- Station and associated facilities
- Bus staging areas
- Exterior covered waiting areas
- Bicycle storage/parking
- Pedestrian access and circulation

- Way-finding signage
- Landscaping
- Locations for public art
- Parking needs
- Driveway access
- Stormwater system
- Sustainability factors
- Site utilities and infrastructure
- Site circulation
- Potential for future expansion
- Opportunities for aesthetic enhancements
- ADA design criteria
- FRA, Amtrak, AATA, U of M, FTA, and MDOT requirements
- Geotechnical factors
- Patron safety
- Topography
- Ecological resources
- City of Ann Arbor zoning standards
- Interface/relationship with adjacent land uses

The more detailed conceptual design of these remaining sites, as well as an evaluation according to the transportation and design criteria, will be presented to stakeholders and the public for input on the selection of a "preferred" alternative. Input on potential alterations to the conceptual design will be gathered and considered during this phase as well.

3.3 Draft Revised Concept Plan and Report

Upon selection of a preferred site and station alternative through the NEPA process, the URS Team will develop an initial "Concept Plan and Report" that provides both an illustrative and a narrative description of the chosen site and station design.

3.3.1 AAS Conceptual Design

As defined in the RFP, the Concept Plan will be developed at a scale of 1" = 40', and will define space sizes as well as the preliminary outline of the proposed facility.

3.3.2 Site Conceptual Design

As defined in the RFP, the Concept Site Plan will present a concept of the structures, access drives, landscape areas, pedestrian, vehicular and railroad circulation as well as utility locations and building leads.

3.4 Final Concept Plan and Report

The Final version of the Concept Plan will be developed based on review of the draft planning documents by the City and key stakeholders.

Task 3 Deliverables

- Existing Conditions Summary
- Program Document defining design criteria
- Alternatives Analysis Summary
- Draft Concept Plan and Report

- Final Concept Plan and Report

Task 4 Environmental Review

The URS Team proposes to complete the environmental documentation and conceptual design concurrently within a 12-month timeframe, which will allow for the necessary environmental process while incorporating public input and outreach on site selection and conceptual design, regardless of the environmental document type. However, based on past and current experience with developing inter-city rail train stations, the proposed schedule is based on the approval of an Environmental Assessment document. If the environmental document type chosen by FRA is a Categorical Exclusion, the schedule would allow for time savings in rounds of internal and public review time, however, the public outreach and involvement would be similar to that of an EA, allowing public to have ample opportunities to be engaged throughout the decision-making process. In the unlikely event that an EIS is required, an extra month would need to be added to the schedule to complete the public hearing process. Our schedule is flexible to accommodate NEPA requirements for a successful project.

4.1 Section 4(f) Evaluation

The URS Team will work to get a final determination from FRA on 4(f) properties in the study area during the initial months of the project schedule. This early determination is necessary to fully understand impacts associated to potential sites, prior to eliminating alternatives. This approach allows the URS Team to efficiently continue through the public outreach NEPA process, focusing on viable options, while considering impacts, cost and schedule implications. The team includes a national 4(f) expert who has the experience to work through this process and related NEPA requirements.

4.2 Section 6(f) Evaluation

The URS Team will research properties for any recreational funding, including Land and Water Conservation Fund Act (LAWCON) funding that may have been used on parcels in the study area. When a property is determined to be a 4(f) property, there is always the potential that it would also be considered a 6(f) property. However, even if a property has been determined it is not a 4(f) property; it may still be deemed a 6(f) property. The URS Team will work to get a final determination on 6(f) properties in the study area during the initial months of the project schedule to fully understand impacts, cost and schedule implications prior to eliminating site alternatives.

4.3 Section 106 Evaluation

The URS Team will work early in the study process to coordinate with FRA and the State Historical Preservation Office (SHPO) to comply with Section 106 of the National Historic Preservation Act (NHPA). This includes research into the historical and cultural status of properties in the study area, i.e. properties that are listed on the National Register for Historic Places (NRHP), or those properties that are eligible to be listed on the NRHP. Our Section 106 work will also include the public participation to get public input on resources and to share our findings, and ultimately to determine whether any historic resources will be adversely affected, and if so, how those can be minimized. Our team has expertise in historic and archeological sites research to guide us through the Section 106 process and related NEPA requirements.

4.4 Environmental Documentation, Review, Presentation and Report

The URS Team will prepare a comprehensive NEPA-compliant environmental review document that will document the evaluation of alternatives in terms of how well they meet the Purpose of, and Need for the project. The Purpose and Need (Chapter One of the environmental document) will be developed with the City of Ann Arbor and FRA. The alternative sites will also be evaluated by impacts to recreational, historical and cultural elements addressed above, as well as to other resources expected to be addressed in this document including:

- Wetlands/Water Resources
- Hazardous Materials

- Threatened and Endangered Species
- Noise and Vibration
- Air Quality
- Floodplains
- Stormwater
- Traffic
- Socio-economic Factors
- Utilities

These resources will be considered as we identify and evaluate a broad range of alternative sites for a new station, including the existing train station location, with and without improvements (no-build). The URS Team proposes an initial range of ten station sites, to be publicly considered at the first public meeting. After public comments have been evaluated, and a final 4(f)/6(f) determination of properties is made, it is recommended that the URS Team, the City of Ann Arbor, and the FRA would collaborate to winnow the alternatives to between three and five (including the no-build). That will allow for the bulk of the evaluation and analysis to be focused on the remaining sites. The detailed design concepts for this short list of sites, including the existing station site, will be presented to the public at the second public meeting. Finally, one recommended train station site would be selected, and a floor plan for the station and site plan will be developed complete with roadways, taxi stands, handicapped access, parking, landscaping, sidewalks and walkways, bike accommodation, and transit connections. The final public meeting would follow, allowing the URS Team to gather comments on the plan to be incorporated into the preferred alternative in final environmental document. The environmental document will be developed both as a written document as well as a presentation delivered to a special session of the City Council prior to FRA approval.

Task 4 Deliverables

- Conceptual design reports and technical memoranda (e.g., traffic, wetlands, etc.) sufficient for support of the environmental documentation process
- Environmental documentation covering all applicable environmental regulations relevant for the City, State and Federal government
- A presentation version of the environmental documentation for presentation to the City Council and other key stakeholders

Task 5 Project Management

As described in Task 1 (Project Initiation), the development of a Project Management Plan will be undertaken during project initiation to define the project organization; work scope and schedule; project controls and monitoring; communications protocol, and quality management procedures.

The primary organizing feature of the project management effort will be weekly project status meetings, to be conducted either over the phone or in person, between the URS Team and the City of Ann Arbor. These weekly updates will be used to report on work accomplished over the previous week, and to prepare for upcoming tasks and coordination efforts. These weekly calls will primarily involve the project managers from URS and the City, but may involve other key task leaders or project stakeholders as needed. Weekly status updates will be supplemented by monthly project reports and invoices that indicate progress on project milestones and budget. It is understood that in addition to project management activities between the URS Team and the City, there may need to be regular coordination calls between the project team and the MDOT Office of Rail as well as the FRA. The URS Team is prepared to participate in these calls.

Task 5 Deliverables

- Project Management Plan for the Environmental Review process
- QA/QC Review of all deliverables
- Meeting minutes for all progress and coordination meetings
- Completed set of all required documentation
- Completed set of FRA required work sheets

EXHIBIT B
Fee Schedule

**ANN ARBOR STATION ENVIRONMENTAL REVIEW
COST ESTIMATE SUMMARY**

	Total Hours	NOT-TO-EXCEED TASK COST
Task 1: Project Initiation	111	16,777.30
Task 2: Public Participation	1,866	268,104.64
2.1. Public Involvement Plan	165	24,492.14
2.2. Stakeholders	293	41,138.67
2.3. Public Meeting Structure and Schedule	536	72,074.53
2.4. Project Website	114	16,701.17
2.5. Citizen Working Groups (x 5)	232	33,720.26
2.6. Surveys (x 4) (upon City request)	256	38,232.57
2.7. Focus Group Sessions (x 2) (upon City request)	128	19,116.29
2.8. Site Tours (One day, up to four sites)	142	22,629.00
Task 3: Concept Plan & Report	1,397	182,633.72
3.1. Development/Consideration of Alternatives	573	68,820.44
3.2. Definition of the Preferred AAS Concept	322	45,493.90
3.3. Draft Revised Concept Plan and Report	50	9,609.70
3.3.1. AAS Conceptual Design	72	9,789.08
3.3.2. Site Conceptual Design	170	20,373.88
3.4. Final Concept Plan and Report	210	28,546.73
Task 4: Environmental Review	1,319	166,899.35
4.1. Section 4(f) Evaluation	148	26,367.17
4.2. Section 6(f) Evaluation	60	9,053.30
4.3. Section 106 Evaluation	108	12,239.77
4.4. Environmental Presentation and Report	1,003	119,239.12
Task 5: Project Management	540	87,931.02
TOTAL LABOR	5,233	722,346.04
10% Fee		72,234.60
Direct Expenses		30,294.50
TOTALS	5,233	\$ 824,875.14

ANN ARBOR STATION ENVIRONMENTAL REVIEW
 URS CORPORATION
 COST ESTIMATE

Task	HOURS BY EMPLOYEE CLASSIFICATION																				Total Hours	TASK COST														
	Project Manager		Deputy Project Manager		Principal		QA/QC		Concept Task Lead / Site Visit		Enviro Review Lead		Railroad / MDOT / FRA Coord		Illustrations / Renderings		Section 4(f) / 4(i)		Historical Resources				Water Quality		Wetlands / Floodplain		Soils / GIS		Transport / Traffic		GIS / Data Collect / Mapping					
	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$			Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$		
Task 1: Project Initiation	16	170.69	16	108.39	4	224.63	2	145.03	8	194.88	8	141.62	8	156.40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	62	9,682.06
Task 2: Public Participation	4	682.75	4	433.54	2	449.39	2	790.07	8	1,359.05	8	1,140.98	8	938.47	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	2,778.68
2.1. Public Involvement Plan	4	682.75	4	433.54	2	449.39	2	790.07	8	1,359.05	8	1,140.98	8	938.47	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	2,778.68
2.2. Stakeholders	16	2,730.98	16	1,734.16	2	449.39	2	790.07	8	1,359.05	8	1,140.98	8	938.47	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	90	10,721.00
2.3. Public Meeting Structure and Schedule	40	6,827.46	80	8,670.80	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	224	25,670.21		
2.4. Project Website	4	682.75	4	433.54	2	449.39	2	790.07	8	1,359.05	8	1,140.98	8	938.47	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	570.49		
2.5. Citizen Working Groups (x 5)	24	4,096.48	24	2,601.24	2	449.39	2	790.07	8	1,359.05	8	1,140.98	8	938.47	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100	12,974.82		
2.6. Surveys (x 4)	8	1,365.49	8	867.08	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	2,232.57				
2.7. Focus Group Sessions (x 2)	4	682.75	4	433.54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	1,116.29				
2.8. Site Tours (One day, up to four sites)	16	2,730.98	15	1,734.16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48	7,583.24				
Task 3: Concept Plan & Report	16	2,730.98	24	2,601.24	4	898.77	2	790.07	40	7,795.24	40	6,256.12	36	5,630.51	4	626.61	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	180	23,358.20		
3.1. Development/Consideration of Alternatives	16	2,730.98	24	2,601.24	4	898.77	2	790.07	40	7,795.24	40	6,256.12	36	5,630.51	4	626.61	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	180	23,358.20		
3.2. Definition of the Preferred AAS Concept	16	2,730.98	24	2,601.24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	120	19,328.45				
3.3. Draft Revised Concept Plan and Report	8	1,365.49	8	867.08	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	9,699.70				
3.3.1. AAS Conceptual Design	8	1,365.49	4	433.54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	2,086.28				
3.3.2. Site Conceptual Design	8	1,365.49	4	433.54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	2,086.28				
3.4. Final Concept Plan and Report	8	1,365.49	4	433.54	4	898.77	2	790.07	40	7,795.24	4	570.49	80	9,866.48	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	142	21,220.05		
Task 4: Environmental Review	2	341.37	2	216.77	0	0	0	0	0	0	8	1,140.98	0	0	80	16,794.64	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	108	15,909.57		
4.1. Section 4(f) Evaluation	2	341.37	2	216.77	0	0	0	0	0	0	8	1,140.98	0	0	80	16,794.64	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	108	15,909.57		
4.2. Section 6(f) Evaluation	2	341.37	2	216.77	0	0	0	0	0	0	8	1,140.98	0	0	16	3,358.93	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	44	6,467.86		
4.3. Section 106 Evaluation	2	341.37	2	216.77	0	0	0	0	0	0	8	1,140.98	0	0	0	0	80	9,130.84	0	0	0	0	0	0	0	0	0	0	0	0	0	0	108	12,239.77		
4.4. Environmental Presentation and Report	60	10,241.19	40	4,335.40	4	898.77	4	580.14	0	0	360	51,344.28	16	2,502.45	16	1,973.30	0	0	0	0	48	5,708.24	80	9,471.72	120	10,571.50	120	14,332.26	80	4,196.88	0	0	948	112,155.62		
Task 5: Project Management	120	20,483.38	80	8,670.80	16	3,595.10	0	0	24	4,677.14	40	5,704.92	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	256	44,540.14		
TOTALS	370	63,154.01	358	38,801.83	58	8,538.35	0	2,610.67	184	35,858.10	524	74,734.45	102	15,953.11	96	11,839.78	96	20,153.57	80	9,130.84	48	5,708.24	80	9,471.72	374	32,354.08	144	17,198.71	88	4,836.57	2,600	\$ 346,944.47				

* Billing rates are blended 2013 and 2014 rates, based on assumption that 25% of work will be done in 2013, 75% in 2014, and 3% escalation.

DIRECT EXPENSES	Units	Measure	Cost/Unit	Cost
Mileage		Miles	\$	-
Brazzale Amtrak Fare	4	Trips	\$100.00	\$ 400.00
Cooper Airfare	4	Trips	\$1,200.00	\$ 4,800.00
Styx Airfare	3	Trips	\$600.00	\$ 1,800.00
Cooper/Brazzale Per Diem	12	Days	\$51.00	\$ 612.00
Styx Per Diem	3	Trips	\$80.00	\$ 240.00
Cooper/Brazzale Hotel	9	Nights	\$90.00	\$ 810.00
Styx Hotel	3	Trips	\$120.00	\$ 360.00
Cooper Car Rental	8	Days	\$40.00	\$ 320.00
Styx Car Rental	3	Trips	\$70.00	\$ 210.00
Styx Airport Parking	3	Trips	\$40.00	\$ 120.00
Copy	10000	Sheets	\$0.40	\$ 4,000.00
Delivery	30		\$25.00	\$ 750.00
Cooper Airfare	1	Trips	\$480.00	\$ 480.00
Styx Airfare	1	Trips	\$800.00	\$ 800.00
Cooper/Brazzale Per Diem	2	Days	\$51.00	\$ 102.00
Styx Per Diem	2	Trips	\$80.00	\$ 160.00
Cooper/Brazzale Hotel	2	Nights	\$90.00	\$ 180.00
Styx Hotel	2	Trips	\$120.00	\$ 240.00
Cooper Car Rental	1	Days	\$40.00	\$ 40.00
Styx Car Rental	1	Trips	\$70.00	\$ 70.00
Styx Airport Parking	2	Trips	\$40.00	\$ 80.00
TOTAL DIRECT EXPENSES				\$ 14,294.00
FIXED FEE			10%	\$ 14,694.45
TOTAL URS PROJECT COST				\$ 389,932.91
SUBCONSULTANT COSTS				
Power Marketing Research				\$ 196,680.00
DJZ				\$ 138,884.23
Unijet				\$ 91,278.00
TOTAL SUBCONSULTANT COST				\$ 426,842.23
TOTAL PROJECT COST				\$ 816,775.14

**ANN ARBOR STATION ENVIRONMENTAL REVIEW
POWER MARKETING RESEARCH
COST ESTIMATE**

	HOURS BY EMPLOYEE CLASSIFICATION						Total Hours	TASK COST
	Public / Stakeholder Involve. Task Lead	TBD	TBD	TBD	TBD	TBD		
Billing Rate	Hrs	\$	Hrs	Hrs	Hrs	Hrs		
Task 1: Project Initiation	8	1,200.00					8	1,200.00
Task 2: Public Participation								
2.1. Public Involvement Plan	140	21,000.00					140	21,000.00
2.2. Stakeholders	200	30,000.00					200	30,000.00
2.3. Public Meeting Structure and Schedule	220	33,000.00					220	33,000.00
2.4. Project Website	90	13,500.00					90	13,500.00
2.5. Citizen Working Groups	100	15,000.00					100	15,000.00
2.6. Surveys (x 4)	240	36,000.00					240	36,000.00
2.7. Focus Group Sessions (x 2)	120	18,000.00					120	18,000.00
2.8. Site Tours	50	7,500.00					50	7,500.00
Task 3: Concept Plan & Report								
3.1. Development/Consideration of Alternatives		-					0	-
3.2. Definition of the Preferred AAS Concept		-					0	-
3.3. Draft Revised Concept Plan and Report		-					0	-
3.3.1. AAS Conceptual Design		-					0	-
3.3.2. Site Conceptual Design		-					0	-
3.4. Final Concept Plan and Report		-					0	-
Task 4: Environmental Review								
4.1. Section 4(f) Evaluation		-					0	-
4.2. Section 6(f) Evaluation		-					0	-
4.3. Section 106 Evaluation		-					0	-
4.4. Environmental Presentation and Report		-					0	-
Task 5: Project Management	24	3,600.00					24	3,600.00
TOTALS	1192	178,800.00	0	-	0	-	1,192	\$ 178,800.00

DIRECT EXPENSES	Units	Measure	Cost/Unit	Cost
Mileage		Miles		\$ -
Air Fare		Trips		\$ -
Per Diem		Days		\$ -
Hotel		Nights		\$ -
Car Rental		Days		\$ -
Copy		Sheets		\$ -
Delivery				\$ -
TOTAL DIRECT EXPENSES				\$ -
TOTAL LABOR COST				\$ 178,800
FIXED FEE		10%		\$ 17,880
TOTAL SUB COST				\$ 196,680

ANN ARBOR STATION ENVIRONMENTAL REVIEW
DLZ Corporation
COST ESTIMATE

	HOURS BY EMPLOYEE CLASSIFICATION												Total Hours	TASK COST
	Stakeholder Coordination		Section 4(f) 6(f)		Conceptual Site Design		Wetlands / Floodplain; Endangered Species		Transportation / Traffic		HazMat			
Billing Rate (includes overhead and FCC, but not profit/fee)*	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$		
Task 1: Project Initiation	6	805.20	8	1,292.72	4	361.52	8	975.04	2	262.92	2	276.24	30	3,973.64
Task 2: Public Participation														
2.1. Public Involvement Plan	2	268.40	2	323.18		-	1	121.88		-		-	5	713.46
2.2. Stakeholders	1	134.20	1	161.59		-	1	121.88		-		-	3	417.67
2.3. Public Meeting Structure and Schedule	16	2,147.20	16	2,585.44	24	2,169.12	12	1,462.56		-		-	68	8,364.32
2.4. Project Website	4	536.80	4	646.36		-	4	487.52		-		-	12	1,670.68
2.5. Citizen Working Groups		-	16	2,585.44		-		-		-		-	16	2,585.44
2.6. Surveys		-		-		-		-		-		-	0	-
2.7. Focus Group Sessions		-		-		-		-		-		-	0	-
2.8. Site Tours		-	8	1,292.72	8	723.04		-		-		-	16	2,015.76
Task 3: Concept Plan & Report														
3.1. Development/Consideration of Alternatives	16	2,147.20	16	2,585.44	200	18,076.00	80	9,750.40	16	2,103.36	32	4,419.84	360	39,082.24
3.2. Definition of the Preferred AAS Concept	8	1,073.60	8	1,292.72	40	3,615.20	40	4,875.20		-	6	828.72	102	11,685.44
3.3. Draft Revised Concept Plan and Report		-		-		-		-		-		-	0	-
3.3.1. AAS Conceptual Design		-	2	323.18	8	723.04	8	975.04		-		-	18	2,021.25
3.3.2. Site Conceptual Design	16	2,147.20	8	1,292.72	60	5,422.80	40	4,875.20	8	1,051.68		-	132	14,789.60
3.4. Final Concept Plan and Report		-	4	646.36	40	3,615.20	16	1,950.08		-		-	60	6,211.64
Task 4: Environmental Review														
4.1. Section 4(f) Evaluation		-	40	6,463.60		-		-		-		-	40	6,463.60
4.2. Section 6(f) Evaluation		-	16	2,585.44		-		-		-		-	16	2,585.44
4.3. Section 10(g) Evaluation		-		-		-		-		-		-	0	-
4.4. Environmental Presentation and Report		-		-	15	1,355.70		-		-	40	5,524.80	55	6,880.50
Task 5: Project Management	16	2,147.20	40	6,463.60		-	16	1,950.08		-		-	72	10,560.88
TOTALS	85	11,407.00	189	30,540.51	399	36,061.62	226	27,544.88	26	3,417.96	80	11,049.60	1,005	\$ 120,021.57

*Billing rates are blended 2013 and 2014 rates, based on assumption that 25% of work will be done in 2013, 75% in 2014, and 3% escalation.

DIRECT EXPENSES	Units	Measure	Cost/Unit	Cost
Mileage	1300	Miles	\$ 0.565	\$ 734.50
Air Fare		Trips		\$ -
Per Diem		Days		\$ -
Hotel		Nights		\$ -
Car Rental		Days		\$ -
Records Search	1	Search	\$ 6,000.00	\$ 6,000.00
Delivery				\$ -
Mileage	400	Miles	\$ 0.565	\$ 226.00
TOTAL DIRECT EXPENSES				\$ 6,960.50
TOTAL LABOR COST				\$ 120,021.57
FIXED FEE			10%	\$ 12,002.16
TOTAL SUB COST				\$ 138,984.23

ANN ARBOR STATION ENVIRONMENTAL REVIEW
 Legat Architects
 COST ESTIMATE

	HOURS BY EMPLOYEE CLASSIFICATION						Total Hours	TASK COST
	Facility Concepts/ Space Programming		Facility Concepts/ Space Programming		Facility Concepts/ Space Programming			
	Billing Rate	Hrs \$	Hrs \$	Hrs \$	Hrs \$	Hrs \$		
Task 1: Project Initiation	4	840.00	7	1,295.00	-	-	11	2,135.00
Task 2: Public Participation								
2.1. Public Involvement Plan		-		-		-	0	-
2.2. Stakeholders		-		-		-	0	-
2.3. Public Meeting Structure and Schedule	12	2,520.00	12	2,220.00		-	24	4,740.00
2.4. Project Website		-		-	8	960.00	8	960.00
2.5. Citizen Working Groups	8	1,680.00	8	1,480.00		-	16	3,160.00
2.6. Surveys		-		-		-	0	-
2.7. Focus Group Sessions		-		-		-	0	-
2.8. Site Tours	14	2,940.00	14	2,580.00		-	28	5,530.00
Task 3: Concept Plan & Report								
3.1. Development/Consideration of Alternatives	15	3,150.00	18	3,330.00		-	33	6,480.00
3.2. Definition of the Preferred AAS Concept	16	3,360.00	16	2,960.00	68	8,160.00	100	14,480.00
3.3. Draft Revised Concept Plan and Report		-		-		-	0	-
3.3.1. AAS Conceptual Design	6	1,260.00	6	1,110.00	24	2,880.00	36	5,250.00
3.3.2. Site Conceptual Design	4	840.00	4	740.00	16	1,920.00	24	3,500.00
3.4. Final Concept Plan and Report	1	210.00	1	185.00	6	720.00	8	1,115.00
Task 4: Environmental Review								
4.1. Section 4(f) Evaluation		-		-		-	0	-
4.2. Section 6(f) Evaluation		-		-		-	0	-
4.3. Section 106 Evaluation		-		-		-	0	-
4.4. Environmental Presentation and Report		-		-		-	0	-
Task 5: Project Management	74	15,540.00	74	13,690.00		-	148	29,230.00
TOTALS	154	32,340.00	160	29,600.00	122	14,640.00	436	76,580.00

DIRECT EXPENSES	Units	Measure	Cost/Unit	Cost
Mileage	180	Gallons	\$ 4.00	\$ 720
Air Fare		Trips		\$ -
Per Diem	36	Days	\$ 50.00	\$ 1,800
Hotel	24	Nights	\$ 150.00	\$ 3,600
Car Rental	36	Days	\$ 50.00	\$ 1,800
Copy		Sheets		\$ -
Delivery				\$ -
Mileage	30	Gallons	\$ 4.00	\$ 120
Air Fare		Trips		\$ -
Per Diem	4	Days	\$ 50.00	\$ 200
Hotel	4	Nights	\$ 150.00	\$ 600
Car Rental	4	Days	\$ 50.00	\$ 200
TOTAL DIRECT EXPENSES				\$ 9,040
TOTAL LABOR COST				\$ 76,580
FIXED FEE			10%	\$ 7,658
TOTAL SUB COST				\$ 93,278

EXHIBIT C

INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following requirements.

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or
Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under V.A 2 and V.A.3 of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other

insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

- C. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk and Insurance Services 345 California Street Suite 1300 San Francisco, CA 94104	1-000-000-0000	CONTACT NAME: PHONE (A/C, No. Ext): 888-769-3873 FAX (A/C, No.): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL UNION FIRE INS CO OF PITTS INSURER B: ZURICH AMER INS CO INSURER C: SEE ATTACHED INSURER D: INSURER E: INSURER F:	NAIC # 19445 16535
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COVERAGES **CERTIFICATE NUMBER:** 36605987 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU, BFPD <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GL 5142592	09/01/13	09/01/14	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAP938521504	09/01/13	09/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N <input checked="" type="checkbox"/> N N/A	SEE ATTACHED	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Contract / Job Number: 12944234; Environmental review and conceptual design for intercity passenger rail station. The City of Ann Arbor is included as Additional Insured as respects the General Liability and Auto Liability policies, where required by written contract. Such insurance shall be primary insurance with respects to the interest of the additional insured's and any other insurance maintained by the additional insured shall be excess and not contributing with the insurance required hereunder. Waiver of Subrogation applies in favor of the City of Ann Arbor as respects the General Liability and Auto Liability policies, where required by written contract and as permitted by law.

CERTIFICATE HOLDER
1-517746373

City of Ann Arbor

301 East Huron Street

Ann Arbor, MI 48104

USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Sydney M. Hauke

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M. 09/01/13 forms a part of Policy No. GL 5142592
issued to URS Corporation Great Lakes by NATIONAL UNION FIRE INS

ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:

Please see attached certificate of insurance description of operations section for specific contract, location, or other details.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

Please see attached certificate of insurance description of operations section for specific contract, location, or other details.

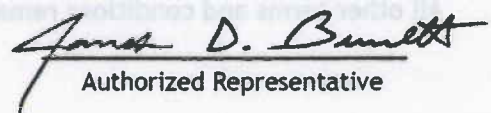
ADDITIONAL PREMIUM:

(If No entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

SECTION II - WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.


Authorized Representative

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 09/01/13 forms a part of Policy No. GL 5142592
issued to URS Corporation Great Lakes by NATIONAL UNION FIRE INS CO OF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

Please see attached certificate of insurance description of
operations section for specific contract, location, or other
details.

(If No entry appears above, information required to complete this endorsement will be shown in the
Declarations as applicable to the endorsement.)

A. SECTION II - WHO IS AN INSURED is amended to include as an insured;

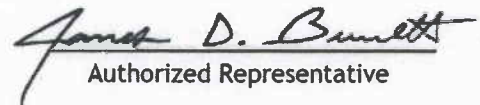
The person or organization shown in the Schedule, but only with respect to liability arising
out of your ongoing operations performed for that additional insured.

**B. With respect to the insurance afforded to these additional insureds, SECTION I -
COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. -
Exclusions, is amended to include the following additional exclusion;**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such
work, on the project (other than service, maintenance or repairs) to be performed by
or on behalf of the additional insured(s) at the site of the covered operations has been
completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its
intended use by any person or organization other than another contractor or
subcontractor engaged in performing operations for a principal as a part of the same
project.

All other terms and conditions remain unchanged.


Authorized Representative

COMMERCIAL GENERAL LIABILITY POLICY NUMBER: 09 24 04 03 00
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A. M. 09/01/13
issued to: URS Corporation Great Lakes

forms part of Policy No. GL 5142592
by NATIONAL UNION FIRE INS

THE ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY POLICY NUMBER: 09 24 04 03 00
PRODUCTS-COMPLETED OPERATIONS HAZARD
**PRIMARY COVERAGE FOR SPECIFIED PERSONS OR ORGANIZATIONS
NAMED AS ADDITIONAL INSURED -
ONGOING AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following paragraph is added to SECTION II - WHO IS AN INSURED and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insureds; or b) "your work" performed for the additional insureds and included in the "products-completed operations hazard":

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

All other terms and conditions of the policy are the same.


Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

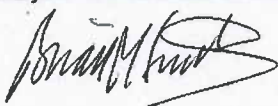
This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09/01/13	Countersigned By: 
Named Insured: URS Corporation Great Lakes	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

This endorsement is executed by the company designated below:

Effective date 09/01/13 Expiration date 09/01/14

Issued to: URS Corporation Great Lakes



ZURICH

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NO. BAP938521504	EFF. DATE OF POL. 09/01/13	EXP. DATE OF POL. 09/01/14	EFF. DATE OF END. 09/01/13	AGENCY NO.
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Named Insured:

URS Corporation Great Lakes

Address (including ZIP Code):

This endorsement modifies insurance provided by the following:

- Business Auto Coverage Part**
- Truckers Coverage Part**
- Garage Coverage Part**

SCHEDULE

Name of Person or Organization:

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payment we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned:

Authorized Representative

U-CA-320-A (CW) (4/92)

Insurer Cancellation Terms

Named Insured: URS Corporation Great Lakes	Policy No. Various
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Holder Name: City of Ann Arbor

Cancellation Terms:

30 Days Notice of Cancellation will be provided by the carriers in accordance with the policy terms and conditions in the event the policies are canceled or non-renewed, for any reason other than non-payment of premiums.

Cancellation Terms Apply to the following coverages:

General Liability Auto Liability Workers Compensation
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