CITY COUNCIL ACTION REPORT

February 25, 2009

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Asst. City Manager/Economic Development Services
Steven J. Vandette, City Engineer

SUBJECT: Cost Sharing Agreement for Troy/Birmingham Intermodal Transit Facility Professional Engineering and Design Services

Background:

- Attached is a proposed Interlocal Service Agreement between Troy and Birmingham to share costs for engineering consultant services for the Troy/Birmingham Intermodal Transit Center.
- The Birmingham City Commission, at their March 2, 2009 meeting, is also considering approval of this agreement, with Birmingham's share estimated at $210,678.50.
- City Council approved Resolution #2008-07-239-F-4b on July 21, 2008 for Hubbell, Roth and Clark, Inc., Consulting Engineers to provide as needed General Engineering Services to the City of Troy under a three (3) year contract.
- Troy solicited a proposal from Hubbell, Roth and Clark, Consulting Engineers (HRC) to provide professional engineering and design services resulting in fully complete plans and specifications, solicitation of bids and the receipt and review of bids for the Transit Center. The design services to be provided by HRC for the Transit Center are in accordance with this contract.
- The estimated engineering and design cost by HRC is $421,357, with Troy/Birmingham shares of $210,678.50 each. The total anticipated cost of the Transit Center is $7 million.
- Wendel Duchsherer will complete preliminary design/engineering work to 30% design completion in accordance with our contract, and contract No. 2006-0537 with the Michigan Department of Transportation which provided $350,000 for this work. HRC will bring their work to final completion of design documents.
- The City of Troy will take the lead on engineering design services by HRC through our existing contract with them and bill Birmingham for 50% of the cost of services HRC provides.
- The transit facility is included in the Regional Mass Transportation Plan of the Southeast Michigan Council of Governments (SEMCOG) and the city is pursuing the project's addition to the Transportation Improvement Plan (TIP).
- The cities of Troy and Birmingham have committed $1.6 million to the project
- Funding through the American Recovery and Reinvestment Act (Federal Stimulus Bill) is being pursued with assistance from Clark Hill PLC, with whom the City of Birmingham has contracted with for project management services and the City of Troy is sharing the cost equally, as approved by Resolution #2008-12-365 on December 15, 2008.

- Attached is a Transit Center Fact Sheet that was prepared by Clark Hill to promote the Transit Center at federal and state levels and help secure grants and other forms of funding for construction of the Transit Center.
- Representatives from Clark Hill will make a presentation and provide and update at the March 2, 2009 Council meeting.

Financial Considerations:

- The City of Troy will pay the monthly invoices submitted by Hubbell, Roth & Clark, Inc. for actual work completed, as described in the HRC Proposal, and invoice Birmingham for their 50% share. Birmingham agrees to pay each invoice within thirty (30) days of the invoice date.
- Funds are available from the Transit Center reserve account.

Legal Considerations:

- The Interlocal Agreement was drafted by the City Attorney's Office in collaboration with the Birmingham City Attorney's Office.

Policy Considerations:

- Troy adds value to properties through maintenance or upgrades of infrastructure and quality of life venues. (Outcome II)
- Troy is rebuilding for a healthy economy reflecting the values of a unique community in a changing and interconnected world. (Outcome III)

Options:

- City Management recommends that City council approve the attached Interlocal Agreement between the city of Birmingham and the City of Troy.

Reviewed as to Form and Legality

Lori Grigg Bluhm, City Attorney

Prepared by: Steven Vandette, City Engineer
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INTERLOCAL AGREEMENT

This Interlocal Service Agreement dated, this ____ day of _____2009, is made by and between:

City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, Michigan 48012

-And-

City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

RECITALS

The City of Troy, a Michigan Municipal Corporation (hereinafter "TROY"), and the City of Birmingham, a Michigan Municipal Corporation (hereinafter "BIRMINGHAM"), together referred to as the "Parties" or the "Party," are authorized separately by law to provide for services for their constituency; and

The Parties both have a strong interest in the development of an intermodal transit center near the joint border of the communities, which would provide a benefit to both of the communities, as well as to the surrounding metropolitan area; and

The Parties have undertaken joint planning efforts towards a cohesive development of a transit center, and plan to continue such efforts in the future to realize the construction of such an intermodal transit center on and around property that borders both communities; and

Pursuant to a consent judgment, there is an opportunity to use property in Troy that borders the communities for an intermodal transit center, as long as the construction of the transit center begins prior to the year 2010; and

The estimated cost of the proposed intermodal transit center is approximately six million dollars, based on a design presented by Wendell Duchscherer, which includes a number of site improvement and safety issues, including a pedestrian tunnel connecting Birmingham with Troy, which is a key element for the success of an intermodal transit center at the proposed location; and

The Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501, et. seq. (the "Act"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with which each might exercise separately; and

TROY has a contract with Hubbell, Roth & Clark, Inc., to provide necessary engineering consultant services on an as needed basis, and that contract is valid through 2011; and

TROY is in receipt of a proposal for consulting engineering services from Hubbell, Roth & Clark, Inc., to provide necessary engineering consultant services for the Troy/Birmingham Intermodal transit center, which is titled "Troy/Birmingham Intermodal Transit Facility Proposal for Professional Engineering and Design Services" dated February 20, 2009, hereinafter "HRC Proposal", attached as Exhibit A, which sets forth the scope of engineering work that is required for the proposed Troy/Birmingham Intermodal transit center; and

The PARTIES have reviewed Exhibit A, and agree to the scope of work that is detailed in the Proposal (Exhibit A), and agree to have Hubbell, Roth & Clark complete the work and to share equally in the costs; and

The Parties have mutually agreed that this Agreement be entered into to allow BIRMINGHAM and TROY to jointly share in the cost of services for the scope of work contained within the HRC Proposal and pursuant to resolution of its governing bodies, the Parties each have the authority to execute this Interlocal Service Agreement ("Agreement"), and the Parties mutually agree to the following terms and conditions:

AGREEMENT

1. TROY shall enter into an agreement with Hubbell, Roth & Clark, Inc., for consulting engineering services including the scope of work as set out in the HRC Proposal dated February ___, 2009, attached as Exhibit A.

2. BIRMINGHAM acknowledges that is has reviewed in detail the HRC Proposal and has no objections to its terms, conditions or price quotes.

3. TROY agrees to initially pay the monthly invoices for the Hubbell, Roth & Clark, Inc. for work as described in the HRC Proposal and invoice BIRMINGHAM its one-half share of Hubbell, Roth & Clark, Inc scope of work expenses. BIRMINGHAM agrees to pay each invoice within thirty (30) days of the invoice date.

4. The Agreement shall remain in effect until terminated by either Party. Either Party may terminate this Agreement, for any reason (including the convenience of any Party), and without penalty. In the event of a termination, the Party shall pay for any services rendered in accordance with the contract terms which were rendered prior to the date of the termination of the contract.

5. The Parties agree that at all times and for all purposes under the terms of this Agreement, each Party's relationship to the other Party is that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.

6. All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of officers, agency, or employees of any public agency or employees of any public agency when performing their respective functions within the territorial limits of their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such interlocal agreement.

7. BIRMINGHAM agrees to defend, pay on behalf of, indemnify, and hold harmless TROY, its elected and appointed officials, employees and volunteers and others working on behalf of TROY against any and all claims, demands, suits, or loss, including, and for any damages which may be asserted, claimed or recovered against or from TROY, its elected and appointed officials, employees, volunteers or others working on behalf of TROY by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. This duty to indemnify, defend and hold harmless shall include all costs of litigation or defense of claims including attorney fees, costs and expert fees.

8. TROY agrees to defend, pay on behalf of, indemnify, and hold harmless BIRMINGHAM, its elected and appointed officials, employees and volunteers and others working on behalf of BIRMINGHAM against any and all claims, demands, suits, or loss, including, and for any damages which may be asserted, claimed or recovered against or from BIRMINGHAM, its elected and appointed officials, employees, volunteers or others working on behalf of BIRMINGHAM by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. This duty to indemnify, defend and hold harmless shall include all costs of litigation or defense of claims including attorney fees, costs and expert fees.

9. The Parties agree that all indemnification and hold harmless promises, waivers of liability, representations, insurance coverage obligations, liabilities, payment obligations and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or claims, either occurring or having their basis in any events or transaction that occurred before termination of this Agreement, shall survive the termination.

10. The Parties agree that they shall promptly deliver to the other Party written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature, that the other Party becomes aware of which involves, in any way the facility, equipment, personnel and/or services under this Agreement. Unless otherwise provided by law and/or the Michigan Court Rules, the parties agree to cooperate with one another in any investigation

conducted by the other party of any acts or performances of any services under this Agreement.

11. Any written notice required or permitted under the Agreement shall be considered delivered to a party as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service. Unless specifically otherwise set out in the Agreement, all writing sent to TROY shall be sent to: City of Troy, City Manager, 500 W. Big Beaver Rd., Troy, MI 48084. All writing sent to BIRMINGHAM shall be sent to: City of Birmingham, City Manager, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012.

12. This Agreement sets forth the entire Agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not constructed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

13. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from the Agreement. The remainder of this Agreement shall remain in full force.

14. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan or the United States District Court for the Eastern District of Michigan, Southern Division as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

15. The Recitals shall be considered an integral part of this Agreement.

16. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement of the Parties.

17. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.

18. Absent a written waiver, no fact, failure or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one of more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

This Agreement is executed by the authorized representatives of the CITY OF BIRMINGHAM on the _____ day of _____, 2009.

WITNESSES:

_____

_____

_____

_____

CITY OF BIRMINGHAM,

By:_____
Stuart Lee Sherman, Mayor

By:_____
Nancy M. Weiss, City Clerk

APPROVAL:

_____
Jana Ecker, Community Development as to Substance

_____
Thomas M. Markus, City Manager as to Substance

_____
B. Sharon Ostin, Director of Finance as to Financial Obligation

_____
Timothy J. Currier, City Attorney as to Form

This Agreement is executed by the authorized representatives of the CITY OF TROY on the _____ day of _____, 2009.

CITY OF TROY,

_____ By:_____
Louise E. Schilling, Mayor

_____

_____ By:_____
Tonni Bartholomew, City Clerk

_____

HRC

HUBBELL, ROTH & CLARK, INC
Consulting Engineers

Principals
George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Peter T. Roth
Michael D. Waring
Keith D. McCormack
Curt A. Christeson
Thomas M. Doran

Chief Financial Officer
J. Bruce McFarland

Senior Associates
Frederick C. Navarre
Gary J. Tressel
Lawrence R. Ancypa
Kenneth A. Melchior
Dennis M. Monsere
Randal L. Ford
David P. Wilcox
Timothy H. Sullivan

Associates
Thomas G. Maxwell
Nancy M.D. Faught
Jonathan E. Booth
Michael C. MacDonald
Marvin A. Olane
Richard F. Beaubien
William R. Davis
Daniel W. Mitchell
Jesse B. VanDeCreek
Robert F. DeFrain
Marshall J. Grazioli
Thomas D. LaCross
Dennis J. Benoit

February 20, 2009

City of Troy
500 West Big Beaver
Troy, Michigan 48084

Attention: Mr. Steven Vandette, P.E., City Engineer

Re: Troy/Birmingham Intermodal Transit Facility
CN Tunnel Crossing Alternative
Proposal for Professional Engineering and Design Services

HRC Job No. 20090078

Dear Mr. Vandette:

Hubbell, Roth & Clark, Inc. is pleased to provide a design services proposal for the Troy/Birmingham Intermodal Transit Facility. This proposal is based on our January 30, 2009 meeting, our review of preliminary design documents prepared by Wendel Duchsherer and our telephone conversations regarding the project scope.

The project consists of the replacement of the existing loading facility currently located on the west side of the tracks within the City of Birmingham. The majority of the new transit facility will be located within the City of Troy on property set aside within the Mid Town development. Major items included in the project is construction of a new transit facility building, a pedestrian crossing under the CN railroad to link the proposed site to the City of Birmingham, pedestrian ramp to access CN railroad tunnel crossing, a new parking area within the City of Birmingham, Holland Street extension to access new parking area and a new train platform and canopy on the west side of the tracks. A cursory review of the estimated construction cost for the project of $6,000,000 prepared by Wendel Duchsherer during their Design Criteria Report was completed by our office. Their estimate appears to reflect the scope of the project but the Holland Street extension and new parking area on the west side of the tracks does not look to be included. Upon including this work to the project scope, the revised estimated construction cost is $6,500,000.

It is our understanding that the City currently has a contract with Wendel Duchsherer to prepare project design documents to a thirty percent (30%) completion level for all aspects of the project (as outlined in their attached contract with the City of Troy). Our involvement in the project is intended to commence upon completion of the documents to this level and to proceed through to final completion of the design documents, the solicitation of bids and the receipt/review of bids. The exception would be the parking lot and Holland Street extension portion of the project within the City of Birmingham which HRC would complete entirely.

The scope of work for the project shall consist of the following items:

- Site design, grading and utility service at Transit Facility Site,
- Transit Facility building design,
- Pedestrian crossing under the CN railroad,

555 Hulet Drive, PO Box 824
Bloomfield Hills, Michigan 48303-0824
Telephone 248 454 6300 **Fax** 248 454 6312
www.hrc-engr.com

Engineering. Environment. Excellence.

HRC

- ADA accessible ramp to the CN railroad pedestrian crossing,
- Retaining walls as required for ADA accessible ramps to pedestrian crossing,
- Storm water pump station for pedestrian crossing,
- Site lighting and pedestrian crossing lighting,
- Landscape Plan for project,
- Holland Street extension to parking area,
- New parking area on west side of tracks,
- New train passenger platform and platform canopy on west side of tracks,
- Land acquisition for Holland Street extension and new parking area,
- Coordination meetings and review assistance for CN railroad pedestrian crossing,
- Utility and soil erosion permitting,
- Coordination meetings with ITC and private utility companies,
- Transportation Improvement Plan (TIP) application submittal,
- Geotechnical Investigation for Pedestrian Crossing under the CN railroad,
- Phase I Environmental Assessment for Holland Street extension and new parking area property acquisition,
- Administration and coordination of project team meetings,
- LEED Certification for the project,
- Preparation of Specifications and bid documents,
- Receipt of bid assistance, including review of bids and recommendation.

Based on the scope of work details identified above, the attached Staff Hour Projections and Estimated Design Fee spreadsheets have been prepared. The design has been broken into various tasks to be completed by HRC and is categorized in detail in the attached spreadsheet. In accordance with our estimate of HRC staff hours to complete these tasks, the total estimated cost for undertaking the design work as described above is $421,357.00. The fee was determined in accordance with our current Engineering Services Contract and the majority of the work is based on a percent of the estimated construction cost. However, there are several tasks in the scope of work that would not be part of the design curve fee. These tasks were estimated on an hourly basis and are listed on the attached Table 1 with their estimated manhours to complete. Since Wendel Duchsherer will complete the design to thirty percent (30%) completion level, the design percentage has been reduced by 30%, except for the work associated with the Holland Street Extension and the new parking area on the west side of the tracks since all of this design work will be completed by HRC. This estimated cost will not be exceeded without prior authorization. Invoicing for this work will be on a basis of direct payroll plus a multiplier of 1.9. Invoices will be submitted on a monthly basis as the work progresses.

Geotechnical services as required to evaluate the structural design of the pedestrian tunnel under the CN railroad have not been included at this time but an estimated fee for these services will be provided following the upcoming meeting the CN railroad has scheduled concerning the pedestrian crossing.

HRC understands that the design for this project is to be completed to allow the project to be funded through the impending Economic Stimulus Package and it is anticipated that design completion will be required by mid May for construction to begin this construction season. Due to the limited time to complete a project of this complexity, it is suggested that weekly or bi-weekly progress meetings be held to assure timely progress and to gain City input.

If this proposal is deemed acceptable to the City, please sign and return one copy to this office and retain one for your files. Thank you for the opportunity to serve the City on this project.

HRC

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Walter H. Alix

Walter H. Alix, P.E., P.S.
Vice President/Principal

MM/mm
pc: HRC; M. MacDonald, J. Surhigh, L. Ancypa, D. Monsere, F. Schreiber, File

Accepted:

CITY OF TROY

Signature: _____

Printed Name: _____

Title: _____

Dated: _____

TABLE 1 - STAFF HOUR PROJECTIONS

City of Troy
Inter-Modal Transit Facility
CN Tunnel Crossing Alternative

Site Engineering Design Services

TASK NO.	TASK	ESTIMATED STAFF HOURS								
		Assoc.	Civil Project Engineer	Struct/Mech Project Engineer	Project Architect	Trans. Specialist	Landscape Architect	Survey Crew	Senior Tech.	Word Processing
1.0	**Civil Design Services - Site Work (assumes 30% completion by WD)**									
	1.1 Site Design									
	Site Layout Plan	4	17	0	0	0	0	0	23	0
	Site Utility Plan	3	37	0	0	0	0	0	40	0
	Grading/Paving Plan	3	31	0	0	0	0	0	34	0
	Pedestrian Pathway Access to Tunnel Crossing	0	31	0	0	0	0	0	28	0
	1.2 Storm Water Pump Station	0	0	68	0	0	0	0	28	0
	1.3 Site Electrical & Lighting	0	0	13	0	0	0	0	12	0
	1.4 Landscaping	0	0	0	0	0	41	0	42	0
2.0	**Civil Design Services - Birmingham Offsite Work**									
	2.1 Holland Avenue Extension									
	Road Plan & Profile	0	20	0	0	0	0	16	40	0
	Water Main Plan & Profile	0	18	0	0	0	0	0	20	0
	Storm Sewer Plan & Profile	0	8	0	0	0	0	0	20	0
	2.2 Holland Avenue Sidewalk Extension									
	Sidewalk Plan & Profile	0	18	0	0	0	0	16	36	0
	Sidewalk Ramp Detail Grades	0	4	0	0	0	0	0	16	0
3.0	**Structural Design Services (assumes 30% completion by WD)**									
	3.1 Pedestrian Railroad Crossing Design	16	0	175	0	0	0	0	56	0
	3.2 Retaining Wall System Design	24	0	250	0	0	0	0	140	0
4.0	**Project Management & Administration**									
	4.1 Permits for Water Main, SESC, Storm Discharge	4	16	0	0	0	0	0	4	10
	4.2 Project Specifications & Bid Documents	4	24	12	0	0	0	0	0	12
	4.3 Bid Phase Activities									
	Construction Cost Estimate	2	8	0	0	0	0	0	0	2
	Pre-Bid Meeting	2	8	0	0	0	0	0	0	2
	Bid Opeining & Tabulation	2	4	0	0	0	0	0	0	4
	Pre-Award Meeting / Recommendation	2	4	0	0	0	0	0	0	2
	TOTALS:	**66**	**248**	**518**	**0**	**0**	**41**	**32**	**539**	**32**

TABLE 1 - STAFF HOUR PROJECTIONS

City of Troy
Inter-Modal Transit Facility
CN Tunnel Crossing Alternative
Site Architectual Design Services

TASK NO.	TASK	ESTIMATED STAFF HOURS								
		Assoc.	Civil Project Engineer	Struct/Mech Project Engineer	Project Architect	Trans. Specialist	Landscape Architect	Survey Crew	Senior Tech.	Word Processing
5.0	**Architectual Design Services (assumes 30% completion by WD)**									
	5.1 Building Design	16	0	0	404	0	0	0	238	0
	5.2 Train Platform Design	15	138	70	84	0	0	0	112	0
	5.3 Platform Canopy Design	8	0	132	49	0	0	0	84	0
	TOTALS:	**39**	**138**	**202**	**537**	**0**	**0**	**0**	**434**	**0**

Other Professional Services

TASK NO.	TASK	ESTIMATED STAFF HOURS								
		Assoc.	Civil Project Engineer	Struct/Mech Project Engineer	Project Architect	Trans. Specialist	Landscape Architect	Survey Crew	Senior Tech.	Word Processing
10.0	**Other Professional Services**									
	10.1 Coordination Meetings									
	Project Team & City Coordination (includes 4 Public Meetings)	40	40	24	100	0	0	0	0	8
	CN Railroad Review Coordination	24	24	24	0	0	0	0	0	2
	ITC & Private Utility Coordination	16	16	16	0	0	0	0	0	2
	10.2 Land Acquistion Assistance (for 3 Parcels in Birmingham)	0	90	0	0	0	0	0	18	0
	Add Title Search @ $250 per parcel									
	Add Appraisal @ $3,500 per parcel									
	Environmental Site Assessment - Estim. at $15,000									
	10.3 LEEDS Certification & Administration	200	30	0	0	0	0	0	0	15
	10.4 T.I.P. Application and Facilitation	0	0	0	0	100	0	0	0	0
	TOTALS:	**280**	**200**	**64**	**100**	**100**	**0**	**0**	**18**	**27**

TABLE 2 - ESTIMATED FEE SUMMARY

City of Troy
Inter-Modal Transit Facility
CN Tunnel Crossing Alternative

Site Engineering Design Services	ESTIMATED CONSTRUCTION COST	PERCENTAGE FEE	ESTIMATED COST
Transit Facility Site & Structural Work	$ 2,960,000.00	5.9%	$ 174,600.00
minus 30% for work completed by WD			$ (52,400.00)
			$ 122,200.00
Birmingham Offsite Work	$ 530,000.00	5.9%	$ 31,300.00
		ESTIMATED SITE ENGINEERING DESIGN FEE	**$ 153,500.00**

Site Architectual Design Services	ESTIMATED CONSTRUCTION COST	PERCENTAGE FEE	ESTIMATED COST
Transit Facility Building, Platform & Canopy Work	$ 2,570,000.00	8.0%	$ 205,600.00
minus 30% for work completed by WD			$ (61,700.00)
			$ 143,900.00
		ESTIMATED SITE ARCHITECTUAL DESIGN FEE	**$ 143,900.00**

Other Professional Services	ESTIMATED HOURS	DIRECT HOURLY RATE	TOTAL
Associate	280	$48.00	$ 13,440.00
Civil Project Engineer	200	$43.00	$ 8,600.00
Struct/Mech Project Engineer	64	$45.00	$ 2,880.00
Project Architect	100	$45.00	$ 4,500.00
Transportation Specialist	100	$33.00	$ 3,300.00
Senior Technician	18	$30.00	$ 540.00
Word Processing	27	$16.00	$ 432.00
		TOTAL ESTIMATED DIRECT COSTS	**$ 33,692.00**
		Indirect Cost (1.9 times Direct Payroll)	$ 64,015.00
		Title Search @ $250 per parcel	$ 750.00
		Appraisal @$3,500 per parcel	$ 10,500.00
		Environmental Site Assessment	$ 15,000.00
		ESTIMATED FEES FOR OTHER PROFESSIONAL SERVICES	**$ 123,957.00**

TOTAL PROJECT DESIGN FEE	**$ 421,357.00**

5.0 Preliminary Design/Engineering

On the basis of decisions made in the previous tasks, the Consultant shall prepare Preliminary Design Documents. The Preliminary Design Documents shall serve to fix and describe the size and character of the project as to location, size, form, layout, materials, structural, mechanical, communication and electrical systems, equipment, schedules and other essentials as appropriate, and should represent approximately 30% complete design. The Preliminary Design Drawing, Specifications, schedules and associated documents shall be prepared consistent with the standards set forth by MDOT and include at least the following information:

1. Cover Sheet
2. Index of Drawings
3. Site Drawings
4. Utility Distribution Systems
5. Plans, Elevations, Sections and other details pertinent to the feature of design
6. Utility Plant
7. Design Analysis, separately bound and labeled and sufficiently complete to permit review of:
   a. Structural analyses
   b. Mechanical analysis with line diagrams and utility room sections
   c. Special features (e.g., acoustics, automated systems, communications, corrosion prevention, etc.)
   d. Building and site security (as applicable)
8. Technical Specifications
9. Statement of Estimated Construction Costs and Schedule for Design and Construction (staging if appropriate) in sufficient detail (quantity take-offs) so as to permit evaluation.

Note on use of CADD: Due to the many differing needs of MDOT and outside interested parties for review of specific elements of the project, it will be necessary to reproduce the design documents. They will require enlargement, downsizing, modification, shown without certain elements, or with emphasis on certain elements. To facilitate these requirements, the use of computer-aided design and drafting (CADD) is required.

5.0 Preliminary Design/Engineering - continued

The Preliminary Design submission shall be submitted for review and comment. Any comments/revisions generated as a result of the review process shall be incorporated during the Final Design Task.

Also required as a deliverable at the 30% completion stage is an artist's conceptual rendering of the project. The specifics of this are defined in Task 6, Interagency Coordination.

6.0 Interagency Coordination

This task is to provide assistance/services to stakeholders during the course of the design effort which may require/involve coordination with various National Passenger Rail Corporation (AMTRAK), Federal, State, County or local authorities. The Consultant would provide the following services:

1. Submit artist's renderings suitable to illustrate the proposed project. The Consultant should be prepared to assist in informing user groups and local citizens of the work to be performed using media, meetings, flyers, etc. or whatever the City deems necessary.
2. Attend meetings and events, (a minimum of four) assisting in accordance with a community information program. Record and prepare minutes of all meetings.
3. Identify, apply for and obtain all necessary plan reviews, approvals and permits as required, as they apply to all phases of the project.

ABOUT THE CENTER

The Cities of Troy and Birmingham have entered into an Interlocal Agreement to develop a Multi-Modal Transit Center to be located where the two communities meet, in the area of Maple and Coolidge Roads. The Transit Center is to be located on property that has been established as a brownfield and made available for development pursuant to the provisions of a consent judgment with developer Grand Sakwa. This agreement requires the site to be developed as a transit center by 2010, or the property will return to private ownership.

The Transit Center is intended to improve the attractiveness, reliability, safety and economic efficiency of rail passenger service in the Metro Detroit region. Design of the Transit Center will encourage increased rail travel, expanded multi-modal transit coordination and integration with other modes of transportation. A pedestrian tunnel will connect the transit center in Troy to a loading platform in Birmingham.

TROY/BIRMINGHAM
Multi-Modal Transit Center

PROJECT SUPPORT TO DATE

City of Troy

City of Birmingham

Birmingham Principal Shopping District

Oakland County Business Roundtable on Transit

Birmingham Bloomfield Chamber

Troy Chamber of Commerce

Southeast Michigan Council of Governments (SEMCOG)

Detroit Regional Mass Transit

Oakland County Executive L. Brooks Patterson

Wayne County Executive Robert Ficano

SMART

Michigan Infrastructure and Transportation Association (MITA)

Operating Engineers Local 324

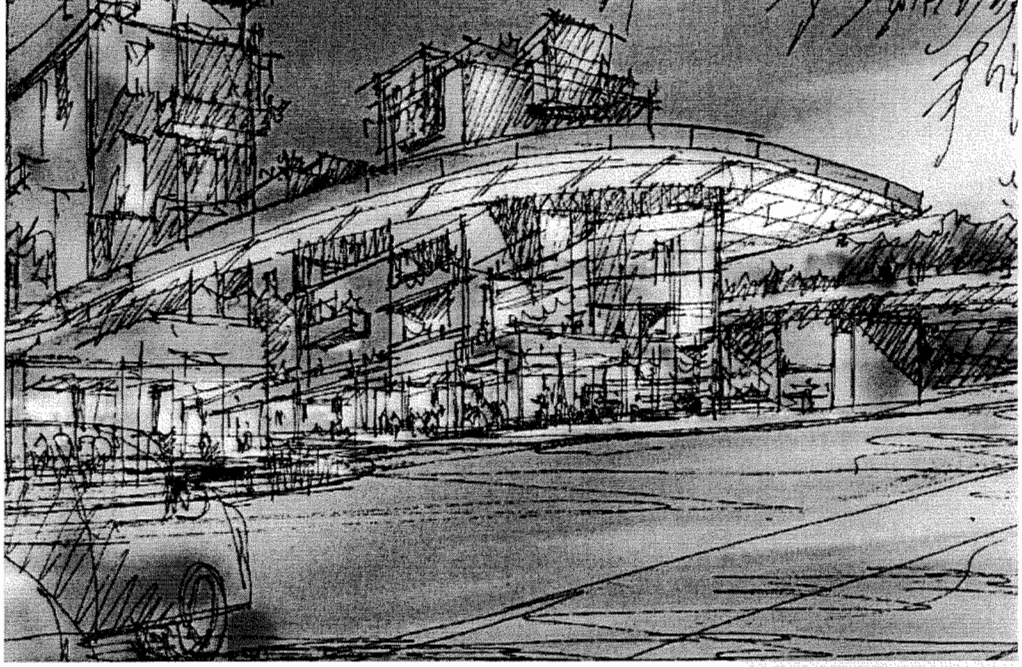
FIT Technical Institute

International Academy of Design and Technology

University of Michigan – Urban Land Institute

City of Troy

City of Birmingham



OBJECTIVES

- Build and operate a transit center to serve existing and future Amtrak rail customers on a growing passenger rail service line.
- Provide a transfer point and coordination of regional SMART bus services that also is integrated into the Detroit Regional Mass Transit Initiative.
- Offer public/private partnerships with traditional taxi and sedan services, auto rental companies, and non-traditional car-sharing and non-motorized vehicle services.
- Provide opportunities for mass transit connections for customers of the Oakland/Troy "Executive" Airport.
- Stimulate Transit Oriented Development (TOD) in the Cities of Birmingham and Troy.
- Seek opportunities to integrate with the Detroit Region Aerotropolis.
- Leverage economic development opportunities for Birmingham, Troy and the Detroit Region, while demonstrating collaborative joint municipal efforts to reduce capital and operating costs through shared services.

STATUS

Federal and State Funds Requested: Total anticipated cost is $7 million.

- Cities have committed $1.6 million
- Michigan Department of Transportation (MDOT) committed $350,000 for center design
- Land in Troy is provisionally donated as part of a private development
- Legal agreement requires a full funding commitment by June 2, 2010
- Included in Regional Mass Transportation Plan of the Southeast Michigan Council of Governments (SEMCOG); pursuing project's addition to Transportation Improvement Plan (TIP).
- Included in Detroit Regional Mass Transit Plan

Cities have completed preliminary design and engineering and begun a joint planning process, while designating a transit center district to encourage transit oriented development for the region's economic benefit. Both cities are undertaking additional planning for transportation service, other vendor agreements, and operations management.

ECONOMIC DEVELOPMENT

- **45 jobs during construction**
- **Anticipate multiple benefits comparable with other transit investments, including higher real estate values and local tax base, relatively high employment multiplier, and benefits of more efficient commuting.**
- **Urban Land Institute and University of Michigan study found that center would attract additional residential real estate, even in a struggling market.**

PROJECTED USE

- **Located on 9th-busiest passenger rail corridor in U.S. (Amtrak Critical Link Report, 2007)**
- **Amtrak passenger rail ridership projected to double by 2022 to more than 40,000 riders. Projected SMART ridership increases at a multimodal center could grow passenger counts considerably higher for each mode.**
- **Aligns with Detroit Regional Mass Transit plan's goals of improving existing infrastructure, linking workers through major job centers, and improving service quality and access through better coordinated multi-modal transit options.**

OPERATIONS & MAINTENANCE PLAN

The cities are designing a revenue structure based on fees generated by use and management agreements. These agreements would allow the cities to cover center-related costs through renewable contracts with transportation providers and other on-site vendors of goods and services. Also, the cities have established a Multi-Modal Transit Center Study Area to be governed by a Joint Planning Commission to plan and encourage transit-oriented development.

TROY/BIRMINGHAM Intermodal Transit Center Timeline

2000

- Consent Judgement & Brownfield Development Plan Approval

2004

- SMART becomes involved in project
- HRC report on pedestrian tunnel released

2005

MAPLE ROAD CORRIDOR STUDY
- Student project in conjunction with Troy Chamber
- Study prepared in 05/06
- Concepts proposal presented in 06
- Published in May 07
- Presented to Troy Planning Commission in June 08
- Identified importance of Maple road as an area in need of redevelopment with Transit center as possible anchor

2006

CITY OF TROY MASTER PLAN
- Master Planning process started in 2006
- Plan Adopted in October 2008
- Identified Transit Center District

- MDOT presents City of Troy with $350,000 in funding for conceptual development of transit center

2007

- City of Troy has committed $1.2 million and City of Birmingham committed $259, 000 in capital budget for construction
- City of Troy contracts with Wendell Dusherer for conceptual design

2008

- Maple Road Corridor Study (Student project in conjunction with Troy Chamber)
- City of Troy Master Plan
- Transit Center added to SEMCOG RTP Program (TIP)
- Detroit Regional Mass Transit Plan includes Transit Center
- UM design charette for transit center

STAKEHOLDER RECONNAISSANCE
- Agreements with CN, Amtrak & utilities
- With Grand Sakawa
- inter-local agreement between Birmingham and Troy

ENVIRONMENTAL ASSESSMENT
- Finish NEPA EA process
- Environmental characterization
- Geotechnical characterization

DESIGN DEVELOPMENT
- Preparation of design & construction documents
- Approval by cities

CONSTRUCTION - PHASE ONE
- Bidding & contract award
- Construction
- Site, tunnel & canopy complete
- Open for business

2009

2010

- Detroit Regional Mass Transit to commence bus rapid transit along Woodward Corridor

2011

- Detroit Regional Mass Transit to commence commuter Rail Service through Troy-Birmingham Transit Center

CONSTRUCTION - PHASE TWO
- Preparation to design & construction documents
- Approval by cities
- Bidding & contract award
- Construction

2012

JOINT PLANNING
- Troy and Birmingham collaborate on Transit Center development
- Joint meetings commence between Troy Planning Commission and Birmingham Planning Board
- Joint Resolution passed to establish Transit Center District boundaries and objectives for joint planning
- Transit Oriented Development Charette
- Creation of Transit Oriented Development Standards for Transit Center District
- Creation of multi-jurisdictional planning body