

ATTACHMENT 2

STATEMENT OF WORK

Michigan Department of Transportation

Trespass Prevention and Pedestrian Safety Enhancements on the Michigan Line Consolidated Rail Infrastructure and Safety Improvements (CRISI) Fiscal Year 2020

I. AUTHORITY

Authorization	Section 11301 of the Fixing America's Surface Transportation (FAST) Act, Pub. L. 114-94 (2015); 49 U.S.C. § 22907 (b)(4)
Funding Authority/Appropriation	Contract authority in the FAST Act Sec. 1101(a)(5), Pub. L. 114-94 (December 4, 2015) Consolidated Appropriations Act, 2018, Division L, Title I (Pub. L. 115-141 (March 23, 2018))
Notice of Funding Opportunity	CRISI for Fiscal Year 2020, Federal Register/ Vol. 85, No. 76 / April 20, 2020 / Notices

II. BACKGROUND

This Agreement funds the Grantee to support the deployment of the Trespass Prevention and Pedestrian Safety Enhancements on the Michigan Line Project (Project). To the extent there is a conflict between Attachment 1 and this Attachment 2, Attachment 1 governs.

The Project proposes infrastructure improvements designed to prevent pedestrian trespassing at “hotspot” locations along the Michigan Line (Line). “Hotspots” were identified where strikes have occurred and where near misses occur regularly. “Hotspot” locations are found in downtown Dearborn, Eastern Michigan University (Ypsilanti), the University of Michigan Hospital in Ann Arbor, Albion College, Augusta, Galesburg, and downtown Kalamazoo. From 2016 through 2019, 12 pedestrians or trespassers have been struck by Amtrak trains, and many more “near-misses” have been recorded on the Michigan Department of Transportation’s (MDOT) portion of the Line. Through the installation of right-of-way fencing and tree clearing, MDOT will deter trespassing on their right-of-way. These improvements are proposed where trains travel faster than 90 mph and additional fencing and pedestrian safety enhancements are proposed at select grade crossings in high-foot-traffic areas to safely route pedestrians to cross the tracks. Each site has unique challenges and MDOT is working with Amtrak and local officials to effectively construct the improvements needed to safeguard the public.

III. OBJECTIVE

The objective of the Project is the installation of fencing to prevent trespassing, along with safety enhancements at public grade crossings. The Project has been developed with the communities along the route to address the unique issues at each location. Upon the completion of the Project, MDOT's railroad right-of-way will be safer, cleaner, and provide enhanced safety at several public grade crossings. As a result, MDOT will reduce the likelihood of an injury or fatality occurring on the Line the associated delays due to such events.

IV. PROJECT LOCATION

The Project is located on the Michigan Line railroad corridor in the cities of Dearborn, Inkster, Wayne, Canton, Ypsilanti, Ann Arbor, Chelsea, Jackson, Parma, Albion, Marshall, Battle Creek, Augusta, Galesburg, and Kalamazoo, Michigan. The 135-mile segment is part of the 305-mile federally designated regional high-speed intercity passenger rail corridor between Chicago and Detroit/Pontiac. All work will be completed within the railroad right-of-way.

V. DESCRIPTION OF WORK

The Project involves 157 miles of fencing along the Michigan Line, roadway improvements, and grade crossing warning devices.

Task 1: Detailed Project Work Plan, Budget, and Schedule

The Grantee will prepare a Detailed Project Work Plan, Budget, and Schedule for the following tasks, which may result in amendments to this Agreement. The Detailed Project Budget will be consistent with the Approved Project Budget but will provide a greater level of detail. The Detailed Project Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work. The Detailed Project Work Plan will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), as well as address quality assurance and quality control procedures. In addition, the Detailed Project Work Plan will include the Project Schedule (with Grantee and agency review durations), a detailed Project Budget, and the Categorical Exclusion. Similarly, agreements governing the construction, operation and maintenance of the Project should also be included. The Detailed Project Work Plan, Budget, and Schedule will be reviewed and approved by the FRA.

The Grantee acknowledges that work on subsequent tasks will not commence until the Detailed Project Work Plan, Budget, and Schedule has been completed, submitted to FRA, and the Grantee has received approval in writing from FRA, unless such work is permitted by pre-award authority provided by FRA. The FRA will not reimburse the Grantee for costs incurred in contravention of this requirement.

Task 1 Deliverables:

- Detailed Project Work Plan, Budget, and Schedule
- Project Agreements (if applicable)

Task 2: Final Design (100% Engineering)

The Grantee will perform FD (100% Engineering) and prepare engineering drawings, assemble specifications, and complete NEPA requirements for the proposed work. The drawings will be completed to MDOT's standards and include the necessary information for the Project to be constructed. The specifications will detail the requirements for each item proposed in the construction of the Project. As MDOT envisions this Project will be constructed over several years, the Final Design documentation will be completed on an annual basis, in advance of Construction activities performed each calendar year.

Task 2 Deliverables:

- Final Design Documentation (Plans, Specifications, and Estimates, as necessary) for the following scope items:
 - Fence Installation
 - Pedestrian Gate installation
 - Grade Crossing Improvements
 - Pedestrian/Sidewalk Improvements
 - Innovative technologies as determined in Final Design

Task 3: Construction

The Grantee will construct approximately 157 miles of fence, improve approximately eight railroad at-grade crossings, and other public safety improvements in the corridor.

Task 3 Deliverables:

- Signed Construction Contract
- Final Performance Report - this report will be submitted within 90 days of the end of the grant's period of performance and will describe the cumulative activities of the Project, including a complete description of the Grantee's achievements with respect to the Project objectives and milestones.

VI. PROJECT COORDINATION

The Grantee shall perform all tasks required for the Project through a coordinated process, which will involve affected railroad operators, and funding partners, including:

- Amtrak
- Norfolk Southern
- Grand Elk Railroad (WATCO)
- FRA

The Grantee will continue to coordinate with all interested communities neighboring the Project including Dearborn, Inkster, Wayne, Canton, Ypsilanti, Ann Arbor, Chelsea, Jackson, Parma, Albion, Marshall, Battle Creek, Augusta, Galesburg, and Kalamazoo. The Grantee will update the Project's partners as the Project progresses.

VII. PROJECT MANAGMENT

The Grantee is responsible for facilitating the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the Grantee will monitor and evaluate the Project's progress through regular meetings scheduled throughout the Project Performance Period. The Applicant/Grantee will:

- Participate in a project kickoff meeting with FRA
- Complete necessary steps to hire a qualified consultant/contractor to perform required Project work
- Hold regularly scheduled Project meetings with FRA
- Inspect and approve work as it is completed
- Review and approve invoices as appropriate for completed work
- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Submit to FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA Project reporting requirements, including, but not limited to:
 - a. Status of project by task breakdown and percent complete
 - b. Changes and reason for changes in and updated versions of Detailed Project Work Plan, Budget, and Schedule
 - c. Description of unanticipated problems and any resolution since the immediately preceding progress report
 - d. Summary of work scheduled for the next progress period
- Read and understand the Terms and Conditions of this Agreement (Attachment 1)
- Notify FRA of changes to this Agreement that require written approval or modification to the Agreement

VIII. PROJECT SCHEDULE AND DELIVERABLES

The Project Performance Period will be approximately 48 months, from April 2021 to March 2025. The deliverables associated with this Agreement are listed below. The Grantee must complete these deliverables to FRA's satisfaction to be authorized for funding reimbursement and for the Project to be considered complete.

Unless otherwise approved, requests for extensions of the Project Performance Period must be submitted not later than 90 days before the end of the Project Performance Period.

Deliverables and Project Schedule

<u>Task #</u>	<u>Task and Deliverable Name</u>	<u>Due Date</u>
1	<ul style="list-style-type: none">• Detailed Project Work Plan, Budget, and Schedule	May 31, 2021
2	<ul style="list-style-type: none">• Final Design Documentation (Plans, Specifications, and Estimates, as necessary)	May 31, 2021 May 31, 2022 May 31, 2023 May 31, 2024
3	<ul style="list-style-type: none">• Construction<ul style="list-style-type: none">○ Signed Construction Contract○ Final Performance Report	March 31, 2025

IX. ESTIMATED PROJECT BUDJET

The total estimated cost of the Project is \$31,238,730, for which the FRA grant will contribute up to 50% of the total Project cost, not to exceed \$15,619,365. Along with \$14,619,365 from MDOT, Amtrak will contribute \$1,000,000. Any additional expense required beyond that provided in this Agreement to complete the Project will be borne by the Grantee.

Project Budget by Task

Task #	Task Name	Federal (FRA) Contribution	Non-Federal Contribution	Total Cost
1	Detailed Project Work Plan, Budget and Schedule	\$63,185	\$63,185	\$126,370
2	Final Design	\$189,555	\$189,556	\$379,111
3	Construction	\$15,366,624	\$15,366,624	\$30,733,248
Total		\$15,619,365	\$15,619,365	\$31,238,730

Revisions to the Approved Project Budget shall be made in compliance with Attachment 1 of this Agreement. The Grantee will document expenditures by task, and by Federal and Non-Federal Contributions, when seeking reimbursement from FRA.

Project Budget by Source

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
Federal Contribution (Amount of FRA Grant)	\$15,619,365	50%
Non-Federal Contribution	\$15,619,365	50%
Michigan Department of Transportation	\$14,619,365	46.8%
Amtrak	\$1,000,000	3.2%
Total Project Cost	\$31,238,730	100%

Project Budget by Cost Categories

Task #	Cost Code	FRA Standard Cost Category	Total
2	80	Professional Services	\$758,222
3	40	Sitework, Right-of-way, Land	\$25,024,053
3	60	Right-of-way, Land, Existing Improvements	\$250,000
3	90	Unallocated Contingency	\$5,206,455
Total			\$31,238,730