

**AMENDMENT NUMBER 3 TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
URS CORPORATION GREAT LAKES  
AND  
THE CITY OF ANN ARBOR**

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St. Ann Arbor, Michigan 48107-8647 ("City") and URS Corporation Great Lakes, a Michigan corporation with its address at 27777 Franklin Road, Suite 2000, Southfield, Michigan 48034 ("Consultant") agree to amend the professional services agreement for the project Ann Arbor Station Environmental Review executed by the parties dated December 10, 2013 ("Original Agreement") as follows:

1) Article III.A. Services, is amended to read as follows:

The Consultant agrees to provide professional engineering services ("Services") in connection with the Project as described in Exhibits A, A-1, A-2 and **Exhibit A-3**. 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.

2) Article IV.A. Compensation of Consultant is amended to read as follows:

The Consultant shall be paid in the manner set forth in Exhibit B, B-1, B-2 and **Exhibit B-3**. Payment shall be made upon satisfaction of terms 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 \$1,187,721.86

Unless specifically stated in this amendment, all provisions of the Original Agreement remain in effect and apply to this amendment. This Amendment #3 supersedes and replaces Amendment # 1 and Amendment # 2 to the Original Agreement, except as to Exhibits A, A-1, A-2 and Exhibits B, B-1, B-2, which are incorporated herein.

3) The Agreement Exhibits are amended to add Exhibit A-3 (Additional Work Plan) and Exhibit B-3 (Additional Fee Schedule) attached to this amendment.

This amendment to the agreement between the parties shall be binding on the heirs, successors and assigns of the parties.

Dated this \_\_\_\_\_, 2018.

**For Contractor**

**For City of Ann Arbor**

By \_\_\_\_\_  
Its:

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to form and content**

**Approved as to substance**

By \_\_\_\_\_  
Stephen K. Postema, City Attorney

By \_\_\_\_\_  
Howard Lazurus, City Administrator

By \_\_\_\_\_  
Craig Hupy, Public Services Area Administrator

## EXHIBIT A-3

### ***ADDITIONAL WORK PLAN ITEMS***

The parties acknowledge that this Work Plan is being amended to reflect additional scope items to be performed at the request of the Federal Railroad Administration (FRA). The parties acknowledge that the work to be performed and the deliverables to be provided under this agreement are largely subject to the approval of the FRA and that FRA may request one or more revisions of the work or deliverables. Both parties shall work diligently and in good faith to (1) participate, with appropriate staff, in all meetings requested by FRA, MDOT, the Consultant, or the City, whether in person or by teleconference and (2) respond promptly to all FRA requests for revisions and complete the deliverables in manner acceptable to FRA.

The provisions included in this exhibit are to be read cumulatively with the provisions of the work plans attached to the Original Agreement and its first and second amendments. To the extent the provisions included in this exhibit conflict with the provisions of the work plans attached to the Original Agreement and its first and second amendments, the provisions in this exhibit shall take precedence.

#### ***Task 4 Environmental Review***

FRA has requested that the draft Environmental Assessment (EA) be updated to produce a "Final EA." Consultant shall incorporate and address public comments received during the 2017 public review of the draft EA as a new chapter in the Final EA or as otherwise directed by FRA (note: these public comments were previously to be addressed as part of the proposed Finding of No Significant Impact).

The Consultant shall employ or retain an expert with substantial experience in the federal NEPA process, who shall prepare or review and approve all deliverables prior to submission to FRA.

#### ***Task 4 Deliverables***

The Consultant shall provide the following deliverables:

- Provide necessary assistance, drafting, and technical support to the SHPO in order to allow the SHPO to produce the Section 106 Cultural Resources Report, including incorporation of results from archaeological inventory activities.
- Prepare a Final EA, including all necessary supporting documents and addenda.
- Prepare a Section 4(f) analysis of Build Alternative 3A.

- Prepare a Finding of No Significant Impact (FONSI) or other final determination as required by FRA.

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**EXHIBIT B-3**  
**Additional Fee Schedule**

The City shall retain 25% of each fee invoiced by the Consultant until FRA verifies that all deliverables are complete and accepted by FRA with no further revisions required.

Ann Arbor Station Environmental Review						
URS Corporation						
Cost Estimate						
Billing Rates are based in 2018 contract rates						
			HOURS BY EMPLOYEE CLASSIFICATION			
	QA/QC		ENV Lead		Total Hours	Costs
Billing Rate (includes Overhead)*	Hrs	\$206	Hrs	\$133		
Task 4: Environmental Review					532	\$82,506
4.1. Section 4(f) Evaluation			16	\$2,128	16	\$2,128
4.2. Section 6(f) Evaluation					0	\$0
4.3. Section 106 Evaluation			16	\$2,128	16	\$2,128
4.4. Environmental Presentation and Report	160	\$33,030	340	\$45,220	500	\$78,250
Task 5: Project Management					80	\$16,515
Project Management & QA/QC	80	\$16,515		\$0	80	\$16,515
<b>TOTALS</b>	<b>240</b>	<b>\$49,546</b>	<b>372</b>	<b>\$49,476</b>	<b>612</b>	<b>\$99,022</b>
<b>Total Project Cost</b>						<b>\$99,022</b>