

**AMENDMENT NUMBER 1 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 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 Exhibit A **and Exhibit A-1**. 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 **and Exhibit B-1**. 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 \$951,673.86

All terms, conditions, and provisions of the original agreement between the parties executed December 10, 2013, unless specifically amended above, are to apply to this amendment and are made a part of this amendment as though expressly rewritten, incorporated, and included herein.

3) The Agreement Exhibits are amended to add Exhibit A-1 (Additional Work Plan) and Exhibit B-1 (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 _____, 2016.

For Contractor

By _____
Its:

Approved as to form and content

By _____
Stephen K. Postema, City Attorney

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Howard Lazurus, City Administrator

By _____
Craig Hupy, Public Services Area Administrator

AGREEMENT EXHIBITS

EXHIBIT A-1
Additional Scope of Work

ADDITIONAL WORK PLAN ITEMS

The URS Team proposes the following work plan for this study, based on project activities since early 2014. The Work Plan has been updated to reflect additional scope items to be performed at the request of the granting party, the Federal Railroad Administration.

Task 2 Public Participation

2.1 Stakeholder and Public Meeting Structure and Schedule

Three rounds of stakeholder and public meetings were identified in the initial Scope of Work. To date, the Consultant Team has participated in three meetings with the Leadership Advisory Group (LAG), five meetings with the Citizen Working Group (CWG), two public meetings, and a stakeholder site tour. An additional round of LAG and CWG meetings and associated project update materials will be required prior to release of the Environmental Assessment (EA). Informational materials will be distributed to key stakeholders and media outlets prior to the round of meetings.

The additional round of meetings with the LAG and CWG will include:

- An update on project developments since May 2015;
- Notification that an environmental analysis will be performed for four alternatives emerging from the AA;
- Presentations to the LAG and CWG on information regarding the EA and a Preferred Alternative; and
- Collection of feedback regarding the EA.

Upon completion and release of the EA, a formal public hearing will be conducted.

The URS Team will:

- Assist in determining meeting locations.
- Assist in setting meeting agenda and developing presentation materials.
- Assist in facilitating meetings.
- Audio / video document each meeting to provide a record of events.
- Create and facilitate interactive sessions if needed.
- Report on meeting results and providing meeting notes.

Task 2 Deliverables

- Support materials for all Project-related meetings.
- Contribution of materials for the AAS webpage on the City's website.
- Project update newsletter and FAQ sheet (web-based and 200 hard copies).
- Other public involvement tools and programs as needed.
- One additional round of meetings conducted with the Leadership Advisory Group and Citizen Working Group.
- Up to three presentations to policy bodies as requested by staff.
- Public Hearing upon release of the EA.

Task 3 Concept Plan & Report

The Concept Plan and Report identified in the Scope of Work was delivered as the Phase I and Phase II Alternatives Analysis memoranda.

3.3 Draft Revised Concept Plan and Report

With two sites and four Build Alternatives being carried forward into the NEPA process, the URS Team will develop an initial Concept Plan that provides both illustrative and narrative descriptions of the remaining sites and station designs. This plan has been presented as the Phase II Alternatives Analysis memorandum.

As a part of the additional work scope, the Consultant Team will develop one additional site design concept for inclusion in the Phase II Alternatives Analysis memorandum. This will be an enhancement of the Build Alternative 2C (Michigan Central Depot) option from the current sketch (approximately 5% design level) to the same level of development (approximately 20% design level) as the other alternatives studied to date. The Consultant Team assumes that this concept will be relatively complex given our investigations to date, and our work will entail coordination between Consultant Team members and the Project Team. In addition to the concept design, we will also produce a planning level construction cost opinion. Concept Site Plans will present concepts of the structures, access drives, landscape areas, pedestrian, vehicular and railroad circulation as well as utility locations and building leads. Concept Plans will be developed at a scale of 1" = 40', and will define space sizes as well as preliminary outlines of the facility options.

Task 3 Deliverables

- One additional 20% site plan for Build Alternative 2C (Michigan Central Depot), to documented in the Final Phase II memorandum

Task 4 Environmental Review

The URS Team proposes to complete the Environmental Review according to the schedule provided below. Our schedule is flexible to accommodate NEPA requirements for a successful project. The Alternatives Analysis (AA) was originally anticipated to reduce the alternatives to a single Preferred Alternative prior to the EA. Rather, per recent FRA direction, an environmental analysis of the four remaining Build Alternatives, to be documented in the EA, will assist in screening alternatives and complete the Alternatives Analysis process. The four remaining Build Alternatives are:

- Build Alternative 2A (Depot Street/Existing Amtrak with station building north of the tracks)
- Build Alternative 2B (Depot Street/Existing Amtrak with station building elevated above the tracks)
- Build Alternative 2C (Depot Street/Existing Amtrak using Michigan Central Depot/Gandy Dancer Restaurant as a station building)
- Build Alternative 3A (Fuller Road—West, with most station improvements within the limits of the rail right-of-way and existing parking lot)

4.1 Section 4(f) Evaluation

The URS Team will do a complete 4(f) evaluation for the remaining four Build Alternatives that will affect the following 4(f) properties: Fuller Park and the Michigan Central Depot. The team will work to get a final determination from FRA on 4(f) properties for the EA. The team includes a national 4(f) expert who has the experience to work through this process and related NEPA requirements.

4.3 Section 106 Evaluation

The URS Team will 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. The Section 106 evaluation will be documented in the EA and will ultimately determine whether there is no effect to historic and cultural resources or if they will be adversely affected. If they are adversely affected, the EA will identify how those effects can be minimized or mitigated. 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 Assessment (EA) document showing the evaluation of the remaining Build Alternatives in terms of how well they meet the Purpose of, and Need for the project. 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 for the remaining two alternative sites and four Build Alternatives for a new station. These will be compared to use of the existing Amtrak station without improvements (no-build). 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.

4.5 Finding of No Significant Impacts (FONSI)

The Consultant Team will assist in the preparation of the FONSI documentation including working with the City, MDOT and the FRA to prepare responses to comments that will be included in the (FONSI).

Task 4 Deliverables

- Technical memoranda (e.g., traffic, wetlands, etc.) sufficient for support of the environmental documentation process for the remaining four Build Alternatives
- 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
- Response to comments on the EA, for the FONSI.

Project Schedule (Detailed Graphic Schedule To Be Provided)

The proposed schedule for remaining task assumes FRA acceptance of the Phase II Alternatives Analysis memo and notice to proceed in mid-March, 2016:

- Finalization of the Phase II Alternatives Analysis memorandum (June 2016)
- Distribution of the Phase II Alternatives Analysis memo to key stakeholders and on the project website (July 2016)
- Environmental Field Work (June and July, 2016)
- Development of the EA (July - September, 2016)
- Presentation of EA findings and a Preferred Concept to MDOT, FRA and stakeholder groups (September 2016)
- Release of the EA and Public Hearing (late September, 2016)
- 30-Day Comment Period (October - November, 2016)
- FRA Coordination and FONSI Preparation (August - November 2016)
- FRA Releases FONSI December - 2016

-
-
- EXHIBIT B-1

Additional Fee Schedule

-

ANN ARBOR STATION ENVIRONMENTAL REVIEW					
COST ESTIMATE SUMMARY					
COST ESTIMATE SUMMARY					
				Total Hours	NOT-TO-EXCEED TASK COST
Billing Rate (includes Overhead)*					
Task 1: Project Initiation				0	\$0.00
Task 2: Public Participation				164	\$23,092.56
	2.1.	Public Involvement Plan		0	\$0.00
	2.2.	Stakeholders		104	\$14,622.84
	2.3.	Public Meeting Structure and Schedule		0	\$0.00
	2.4.	Project Website		0	\$0.00
	2.5.	Citizen Working Groups		60	\$8,469.72
	2.6.	Surveys (x 4)		0	\$0.00
	2.7.	Focus Group Sessions (x 2)		0	\$0.00
	2.8.	Site Tours (One day, up to four sites)		0	\$0.00
	2.9.	Public Hearing		0	\$0.00
Task 3: Concept Plan & Report				176	\$17,813.64
	3.1.	Development/Consideration of Alternatives		0	\$0.00
	3.2.	Definition of the Preferred AAS Concept		0	\$0.00
	3.3.	Draft Revised Concept Plan and Report		0	\$0.00
	3.3.1.	<i>AAS Conceptual Design</i>		0	\$0.00
	3.3.2.	<i>Site Conceptual Design</i>		126	\$12,624.82
	3.4.	Final Concept Plan and Report		50	\$5,188.82
Task 4: Environmental Review				840	\$102,321.68
	4.1.	Section 4(f) Evaluation		130	\$22,312.80
	4.2.	Section 6(f) Evaluation		0	\$0.00
	4.3.	Section 106 Evaluation		100	\$10,037.00
	4.4.	Environmental Presentation and Report		610	\$69,971.88
Task 5: Project Management				175	\$28,055.50
TOTAL LABOR				1,355	\$171,283.38
10% Fee					\$17,128.34
Direct Expenses					\$3,032.00
TOTAL HOURS AND VALUE: ADDITIONAL ITEMS				1,355	\$191,443.72
SUBCONSULTANT REDUCTIONS					-\$64,645.00
TOTAL AMENDMENT					\$126,798.72

ANN ARBOR STATION ENVIRONMENTAL REVIEW		URS CORPORATION		COST ESTIMATE		Billing rates are based on 2013 contract rates calculated through 2016 based on assumption of an annual 3% escalation.		HOURS BY EMPLOYEE CLASSIFICATION																				Total Hours	TASK COST														
Task	Description	Project Manager - B. Gorski	Deputy Project Manager - P. Vorhies	Principal	QA/QC	Concept Task Lead - Site Eval	Environ Review Lead - C. Cooper	Railroad / M/DOT / FRA Coord	Illustrations / Renderings - P. Ruge	Section 4(f) / 6(f) - E. Home	Historical Resources - C. Leahy	Noise/Vibration - P. Burke	Noise/Vibration - M. Storm	Noise/Vibration - E. Thayer	Water Quality - D. DeVaux	Wetlands / Floodplain / EE - G. Wendler	Socioecon / GIS - N. Kelley	Transport / Traffic - M. Klawon	Transport / Traffic - N. LaCroix	Transport / Traffic - S. Traster	Transport / Traffic - D. Wyranger	GIS / Data Collect / Mapping - E. Dwyer	Total Hours	TASK COST																			
																									Hourly Rate (includes Overhead)	Hourly Rate (includes Overhead)	Hourly Rate (includes Overhead)	Hourly Rate (includes Overhead)	Hourly Rate (includes Overhead)	Hourly Rate (includes Overhead)	Hourly Rate (includes Overhead)	Hourly Rate (includes Overhead)	Hourly Rate (includes Overhead)	Hourly Rate (includes Overhead)	Hourly Rate (includes Overhead)	Hourly Rate (includes Overhead)	Hourly Rate (includes Overhead)	Hourly Rate (includes Overhead)	Hourly Rate (includes Overhead)	Hourly Rate (includes Overhead)	Hourly Rate (includes Overhead)	Hourly Rate (includes Overhead)	Hourly Rate (includes Overhead)
Task 2:	Public Participation																																										
2.1.	Public Involvement Plan	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	108	\$11,446.76																		
2.2.	Stakeholders	18	\$2,074.56	18	\$1,708.18	50.00	50.00	50.00	50.00	16	\$2,286.12	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	48	\$6,971.04																	
2.3.	Public Meeting Structure and Schedule	1	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	0	\$0.00																	
2.4.	Project Website	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	0	\$0.00																	
2.5.	Citizen Working Groups (including Public Hearings)	15	\$2,074.56	22	\$2,348.72	50.00	50.00	50.00	50.00	22	\$3,146.44	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	60	\$8,463.72																	
2.6.	Surveys (e.g.)	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	0	\$0.00																	
2.7.	Focus Group Sessions (e.g.)	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	0	\$0.00																	
2.8.	Site Tours (one day, up to four sites)	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	0	\$0.00																	
2.9.	Public Hearing	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	0	\$0.00																	
Task 3:	Concept Plan & Report																																										
3.1.	Development/Consideration of Alternatives	50.00	50.00	50.00	50.00	50.00	50.00	0	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	0	\$0.00																	
3.2.	Definition of the Preferred AAS Concept	50.00	50.00	50.00	50.00	50.00	50.00	0	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	0	\$0.00																	
3.3.	Draft Revised Concept Plan and Report	50.00	50.00	50.00	50.00	50.00	50.00	0	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	0	\$0.00																	
3.3.1.	AAS Concept Design	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	0	\$0.00																	
3.3.2.	Site Conceptual Design	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	0	\$0.00																	
3.4.	Final Concept Plan and Report	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	0	\$0.00																	
Task 4:	Environmental Review																																										
4.1.	Section 4(f) Evaluation	50.00	50.00	50.00	50.00	50.00	83	\$11,441.40	50.00	50.00	40	\$9,176.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	130	\$20,617.40																	
4.2.	Section 6(f) Evaluation	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	0	\$0.00																	
4.3.	Section 106 Evaluation	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	100	\$10,000.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	100	\$10,000.00																
4.4.	Environmental Presentation and Report	14	\$2,074.56	45	\$4,201.40	50.00	50.00	100	\$14,000.00	50.00	50.00	0	\$197.00	0	\$1,997.20	20	\$1,496.00	10	\$1,046.00	18	\$4,281.24	20	\$1,496.00	18	\$1,496.00	144	\$11,460.00	24	\$1,968.00	40	\$1,968.00	600	\$68,276.68										
Task 5:	Project Management																																										
	Project Management & QA/QC	50	\$9,385.50	50.00	50.00	50	\$7,634.50	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	500	\$17,250.00																	
	TOTAL	98	\$18,228.18	78	\$8,927.28	0	\$0.00	50	\$7,634.50	0	\$0.00	218	\$21,178.20	0	\$0.00	0	\$0.00	48	\$11,012.20	100	\$10,000.00	2	\$997.00	0	\$0.00	20	\$1,496.00	10	\$1,046.00	38	\$4,281.24	20	\$1,496.00	18	\$1,496.00	144	\$11,460.00	24	\$1,968.00	40	\$1,968.00	1008	\$131,622.04
																							DIRECT EXPENSES				Units	Measure	Cost/Unit	Cost													
																							Travel	C Cooper 1 trip for hearing and associated meetings	1 Trip	\$500.00	5	500.00															
																							Field Visits	G Hendrix Wetlands / Floodplain field visits	Field Visit 2 expenses	\$100.00	6	600.00															
																							Field Visits	Noise & Vibration field visit	Field Visit 1	\$300.00	6	300.00															
																							Field Visits	Traffic field visits	Field Visit 1 expenses	\$1,662.00	6	6,622.00															
																							TOTAL DIRECT EXPENSES			5	2,762.00																
																							FREIGHT			10%	2,762.00																
																							TOTAL URS PROJECT COST				\$147,513.24																
																							SUBCONSULTANT COSTS																				
																							Power Marketing Research				50.00																
																							GIS				5	45,930.47															
																							Legal				5	45,930.47															
																							TOTAL SUBCONSULTANT COST				5	45,930.47															
																							TOTAL PROJECT COST				5	191,443.72															

		HOURS BY EMPLOYEE CLASSIFICATION									
		Transit Planner - Funkhouser		Planner/Section 4(f) 6(f) - Butch		Conceptual Site Design - Sherman		QA/QC Conceptual Site Design - Matton		Total Hours	TASK COST
Billing Rate (includes overhead and FCC, but not profit/fixe fee)*		Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$		
Task 1: Project Initiation		-	-	-	-	-	-	-	-	-	-
Task 2: Public Participation											
2.1.	Public Involvement Plan									0	-
2.2.	Stakeholders	12	1,695.72	24	4,068.48	20	1,887.60	0	-	56	7,651.80
2.3.	Public Meeting Structure and Schedule		-		-		-		-	0	-
2.4.	Project Website		-		-		-		-	0	-
2.5.	Citizen Working Groups		-		-		-		-	0	-
2.6.	Site Tours		-		-		-		-	0	-
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		-	6	1,017.12	110	10,381.80	10	1,225.90	126	12,624.82
3.4.	Final Concept Plan and Report		-	4	678.08	40	3,775.20	6	735.54	50	5,188.82
Task 4: Environmental Review											
4.1.	Section 4(f) Evaluation		-	10	1,695.20		-		-	10	1,695.20
4.2.	Section 6(f) Evaluation		-		-		-		-	0	-
4.3.	Section 106 Evaluation		-		-		-		-	0	-
4.4.	Environmental Presentation and Report		-	10	1,695.20		-		-	10	1,695.20
Task 5: Project Management											
TOTALS		12	1,695.72	104	17,630.08	195	18,404.10	16	1,961.44	327	\$ 39,691.34

* Billing rates are actual 2016 wage rates with a 2.6 multiplier applied (based on DLZ's audited FAR overhead rate and FCC). We are assuming that all work will be done in 2016.

DIRECT EXPENSES	Units	Measure	Cost/Unit	Cost
Mileage	500	Miles	\$ 0.540	\$ 270.00
Air Fare		Trips		\$ -
Per Diem		Days		\$ -
Hotel		Nights		\$ -
Car Rental		Days		\$ -
Records Search		Search		\$ -
Delivery				\$ -
Mileage		Miles		\$ -
TOTAL DIRECT EXPENSES				\$ 270.00
TOTAL LABOR COST				\$ 39,691.34
FIXED FEE			10%	\$ 3,969.13
TOTAL SUB COST				\$ 43,930.47