

CONTRACT NO. 2002-0208
CONTROL SECTION: 82900
JOB NO. 55878
FED. PROJ. NO. CBI-0182(438)
ITEM NO. HH 2928
ACCT. NO. 8780
AGENDA: DAB

MICHIGAN DEPARTMENT OF TRANSPORTATION

URS COLE SHERMAN AND ASSOCIATES, LTD.

CONTRACT

FEB 21 2002

THIS CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and URS Cole Sherman and Associates, Ltd., of 75 Commerce Valley Drive East, Thornhill, Ontario, hereinafter referred to as the "CONSULTANT."

WITNESSETH:

WHEREAS, the DEPARTMENT has entered into a partnership with the United States Federal Highway Administration (FHWA), Transport Canada, and the Ontario Ministry of Transportation, hereinafter referred to as the "MINISTRY," to conduct a Planning / Need and Feasibility Study to develop a long-term transportation strategy that will ensure safe and efficient movement of people and goods across the border within the region of Southeast Michigan and Southwest Ontario; and

WHEREAS, the MINISTRY has selected and engaged the professional services of the CONSULTANT to conduct the Ontario - Michigan Border Transportation Partnership Planning / Need and Feasibility Study; and

WHEREAS, Agreement No. 2015-A-000054, dated February 11, 2002, between the MINISTRY and the CONSULTANT is incorporated herein by reference as if the same were repeated in full herein; and

WHEREAS, the DEPARTMENT desires to contribute financially to this study;

NOW, THEREFORE, the parties agree that:

THE CONSULTANT WILL:

1. Perform the work set forth in Agreement No. 2015-A-000054, dated February 11, 2002, between the MINISTRY and the CONSULTANT, said work performed by the CONSULTANT to be hereinafter referred to as the "SERVICES."
2. With regard to audits and record-keeping,
 - a. The CONSULTANT will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract.
 - b. The CONSULTANT will maintain the RECORDS for at least four (4) years from the expiration date of this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the CONSULTANT will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - c. The DEPARTMENT or its representative may inspect, copy, or audit the RECORDS during normal business hours upon 24 hours prior notice.
 - d. If any part of the work is subcontracted, the CONSULTANT will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

THE DEPARTMENT WILL:

3. Pay the CONSULTANT a percentage of the SERVICES after receipt of billings from the MINISTRY. The DEPARTMENT's percentage of the SERVICES will be determined by the MINISTRY and the DEPARTMENT. Compensation for the SERVICES will be on the basis of actual cost and a fixed fee and will not exceed the DEPARTMENT's percentage of the total project cost of Four Million Five Hundred Four Thousand Thirty-Four Canadian Dollars (\$4,504,034), which amount includes a fixed fee of Four Hundred Fifty-One Thousand Three Hundred Eighty-One Canadian Dollars (\$451,381), as set forth in Agreement No. 2015-A-000054, dated February 11, 2002, between the MINISTRY and the CONSULTANT. The CONSULTANT will be responsible for all costs in excess of the DEPARTMENT, the MINISTRY, and the FHWA funds shown above.
4. Determine that payment for costs of the SERVICES required and performed are in accordance with the following:

- a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES. This cost will be based on the employees' actual hourly rates of pay and the actual hours of performance on the SERVICES as supported by employee time and earning records.
- b. Other Direct Costs: Actual costs of materials and services as may be required hereunder but that are not normally provided as part of the overhead of the CONSULTANT. All actual costs will be itemized and certified as paid to specifically named firms or individuals and will be supported by proper receipts and proofs of payments.
- c. Overhead and Indirect Costs: A pro-rated portion of the actual overhead and indirect costs incurred by the CONSULTANT during work. The amount of overhead payment, including payroll overhead, will be calculated as applied rates to direct labor costs, as set forth in Agreement No. 2015-A-000054, dated February 11, 2002, between the MINISTRY and the CONSULTANT. Overhead and indirect costs will include those costs that, because of their incurrence for common or joint objectives, are not readily subject to treatment as direct costs.
- d. Subconsultant Costs: Actual costs of subconsultants performing SERVICES under this Contract. Amounts for fixed fees paid by the CONSULTANT to the subconsultant will not be considered an actual cost of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT.
- e. Travel and Subsistence: Actual costs in accordance with the CONSULTANT's company policy and not to exceed those allowable under 48 CFR, Federal Acquisition Regulations, Part 31, Section 205-46.
- f. Fixed Fee: In addition to payments set forth under (a), (b), (c), (d), and (e) above, the DEPARTMENT agrees to pay the CONSULTANT a fixed fee. It is agreed and understood that such amount will constitute full compensation to the CONSULTANT for profit from SERVICES performed and will not vary because of any differences between the estimated cost and the actual cost. Overruns in the actual cost of the SERVICES will not warrant an increase or adjustment in the amount of the fixed fee. Adjustments in the fixed fee will only be allowed under the provisions of Sections 5 and 8 of this Contract.
- g. Reimbursement for costs incurred is subject to the cost criteria set forth in 48 CFR, Federal Acquisition Regulations, Part 31, incorporated herein by reference as if the same were repeated in full herein.
- h. The CONSULTANT will not be paid for costs attributable to correction of errors and omissions by the CONSULTANT.

5. Make payment to the CONSULTANT in accordance with the following:
 - a. Payment will be made as set forth in Agreement No. 2015-A-000054, dated February 11, 2002, between the MINISTRY and the CONSULTANT. The CONSULTANT may submit monthly invoices to the MINISTRY. The MINISTRY will review the invoices and, if approved, will submit the invoices to the DEPARTMENT for payment of the DEPARTMENT's percentage of each invoice amount.
 - b. Payment of the DEPARTMENT's percentage will be made directly to the CONSULTANT. The DEPARTMENT will take the invoice amount (in Canadian dollars) and convert it to U.S. dollars based upon the average daily interbank exchange rate for the 30-day period prior to the date of the invoice. The DEPARTMENT will then pay the CONSULTANT in U.S. dollars.
 - c. When work occasioned at the MINISTRY's request is in addition to or other than work provided for by the expressed intent of this Contract, the DEPARTMENT will reimburse the CONSULTANT for all such work on the basis of actual costs incurred, as defined in Section 4, plus a predetermined lump sum amount for normal profit for such work. The performance of and payment for such work will require the award of a written amendment prior to beginning the work.

Regardless of its costs, the CONSULTANT will not be entitled to compensation in excess of the maximum amount(s) set forth in Section 3 hereof.

IT IS FURTHER AGREED THAT:

6. When delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the MINISTRY, the CONSULTANT may be granted an extension of time as set forth in Section 22. Such extension will not operate as a waiver by the DEPARTMENT of any of its rights herein set forth.
7. In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, the DEPARTMENT will promptly submit to the CONSULTANT a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the CONSULTANT at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the CONSULTANT will (a) respond in writing to the responsible Bureau of the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter

referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the CONSULTANT may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the contract. The CONSULTANT agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the CONSULTANT, the CONSULTANT will repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the CONSULTANT fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the CONSULTANT agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the CONSULTANT under this Contract or any other agreement or payable to the CONSULTANT under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The CONSULTANT expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the CONSULTANT in a timely filed RESPONSE.

8. In the event the CONSULTANT fails to complete all of the SERVICES in a manner satisfactory to the DEPARTMENT and the MINISTRY, the DEPARTMENT may terminate this Contract. Written notice of termination will be sent to the CONSULTANT, and all costs incurred up to receipt of said Notice of Termination will be reimbursed as set forth in Section 4. The MINISTRY will receive the work product produced by the CONSULTANT under this Contract up to the time of termination, prior to the CONSULTANT being reimbursed.

This Contract may be terminated for convenience by the DEPARTMENT before the SERVICES are completed. The DEPARTMENT will pay the CONSULTANT actual costs incurred, as herein defined in Section 4, up to the time of termination plus a fixed fee proportionate to the amount of SERVICES performed at the time of termination to

compensate the CONSULTANT in full for a normal profit on work completed. The amounts included for profit will be subject to the prior written approval of the DEPARTMENT. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

In the event that termination by the DEPARTMENT is necessitated by any wrongful breach, failure, default, or omission by the CONSULTANT, the DEPARTMENT will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or setting-off against funds owed to the CONSULTANT under this Contract as well as any other existing or future contracts between the CONSULTANT and the DEPARTMENT for any and all damages and costs incurred or sustained by the DEPARTMENT as a result of its termination of this Contract due to the wrongful breach, failure, default, or omission by the CONSULTANT.

In case of breach or default by the CONSULTANT, the DEPARTMENT may terminate the contract immediately and procure the services from other sources and hold the CONSULTANT responsible for any damages or excess costs occasioned thereby.

In the event the MINISTRY no longer needs the SERVICES, the DEPARTMENT may terminate this Contract by giving the CONSULTANT written notice of such termination thirty (30) days prior to the date of such termination. The DEPARTMENT will only be responsible for payment to the CONSULTANT as provided in Section 4.

9. No portion of the SERVICES, as herein defined, will be sublet except with the prior written consent of the MINISTRY. Consent to sublet any portion of the SERVICES will not be construed to relieve the CONSULTANT of any responsibility or obligation under or for the fulfillment of this Contract. All contracts with subconsultants, including amendments, will contain all applicable provisions of this Contract.
10. The CONSULTANT agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract and performed in the State of Michigan no later than ten (10) calendar days from the receipt of each payment the CONSULTANT receives from the DEPARTMENT. The CONSULTANT agrees further to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement from these time frames may occur only upon receipt of written approval from the DEPARTMENT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26.29, and does not confer third-party beneficiary right or other direct right to a subcontractor against the

DEPARTMENT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors.

The CONSULTANT further agrees that it will comply with 49 CFR, Part 26.37, and will report any and all DBE subcontractor payments to the DEPARTMENT with each billing and within twenty (20) days of the receipt of final payment for services performed under this Contract in the State of Michigan in the format set forth in Appendix G, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the DEPARTMENT.

11. With regard to non-discrimination requirements,
 - a. In connection with the performance of SERVICES under this Contract within the State of Michigan, the CONSULTANT (hereinafter in Appendix A referred to as the "CONTRACTOR") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts" as set forth in Appendix A, dated March 1998, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
 - b. During the performance of SERVICES under this Contract within the State of Michigan, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated March 1992, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
12. During the performance of SERVICES under this Contract performed within the State of Michigan, the CONSULTANT will carry out the applicable requirements of the DEPARTMENT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, attached hereto and made a part hereof.
13. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the DEPARTMENT will have the right to annul this Contract without liability or, at its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. The CONSULTANT specifically agrees that in the performance of the SERVICES herein enumerated within the State of Michigan, by itself, or by an approved subcontractor, or by anyone acting in its behalf, it will comply with any and all state, federal, and local statutes, ordinances, and regulations and will obtain all permits that are applicable to the entry into and the performance of this Contract.
15. In accordance with 1980 PA 278, MCL 423.321 *et seq*; MSA 17.458(22) *et seq*, the CONSULTANT, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the State of Michigan, Department of Labor, of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158. The DEPARTMENT may void this Contract if the name of the CONSULTANT or the name of a subcontractor, manufacturer, or supplier utilized by the CONSULTANT in the performance of this Contract subsequently appears in the register during the performance of this Contract.
16. For all contracts in excess of One Hundred Thousand Dollars (\$100,000.00), the CONSULTANT certifies to the best of its knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of any agency, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, the CONSULTANT will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The CONSULTANT will require that the language of this certification be included in the award documents for all third-party contracts (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

17. The CONSULTANT's signature on this Contract constitutes the CONSULTANT's certification of "status" under penalty of perjury under the laws of the United States in respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification that is included as a part of this Contract as Attachment A, is Appendix A of 49 CFR Part 29, and applies to the CONSULTANT (referred to in Appendix A as "the prospective primary participant").

The CONSULTANT is responsible for obtaining the same certification from all subcontractors under this Contract by inserting the following paragraph in all subcontracts:

"The subcontractor's signature on this Contract constitutes the subcontractor's certification of 'status' under penalty of perjury under the laws of the United States in respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification included as a part of this Contract as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all subcontractors, testing laboratories, and other lower tier participants with which the CONSULTANT enters into written arrangements for the procurement of goods and services provided for in this Contract.


18. For contracts in excess of One Hundred Thousand Dollars (\$100,000.00):
 - a. The CONSULTANT stipulates that any facility to be utilized in the performance of this Contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 7401 et seq., as amended, including Pub. L. 101-549), and/or under the Clean Water Act, as amended (33 U.S.C. 1251 et seq., as amended, including Pub. L. 100-4), and/or under Executive Order 11738 and regulations in implementation thereof (40 CFR Part 15), is not listed on the date of contract award on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
 - b. The CONSULTANT agrees to comply with all the requirements of the Clean Air Act and the Clean Water Act and all regulations and guidelines listed thereunder related to the CONSULTANT and services under this Contract.

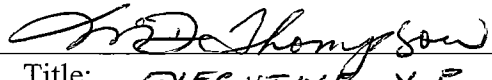
- c. The CONSULTANT will promptly notify the DEPARTMENT and the U.S. EPA, Assistant Administrator for Enforcement, of the receipt of any communication from the Director, the Office of Federal Activities, or the EPA indicating that a facility to be utilized for this Contract is under consideration to be listed on the EPA List of Violating Facilities.
 - d. The CONSULTANT agrees to include or cause to be included the requirements of the preceding three paragraphs (a), (b), and (c) in every nonexempt subcontract.
- 19. The CONSULTANT agrees that no otherwise qualified individual with disabilities in the United States, as defined in Section 1630.2 of the Americans with Disabilities Act, Title 42 U.S.C. 12101, will, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Contract.
 - 20. Any change in the scope or character of the SERVICES or in the cost, compensation, or term of this Contract will be by prior written amendment to this Contract.
 - 21. This Contract will cover the period from the date of award through November 30, 2003. Costs incurred outside of the term of this Contract will not be eligible for reimbursement.
 - 22. Prior to expiration, the time for completion of performance under this Contract may be extended by the DEPARTMENT upon written request and justification from the MINISTRY. Upon approval and authorization by the DEPARTMENT, a written time extension amendment will be prepared and issued by the DEPARTMENT. Any such extension will not operate as a waiver by the DEPARTMENT of any of its rights herein set forth.
 - 23. In case of any discrepancies between the body of this Contract and any Exhibits hereto, the body of this Contract will govern.

24. This Contract will become binding on the parties upon signing by the duly authorized officials for the CONSULTANT and for the DEPARTMENT.

IN WITNESS WHEREOF, the parties have caused this Contract to be awarded.

URS COLE SHERMAN AND ASSOCIATES, LTD.

By:  CEO
Title: MANAGING DIRECTOR

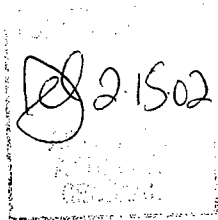
By: 
Title: EXECUTIVE V.P. Director

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: 
Title: Department Director

APPROVED
State
Administrative Board

2-19-02



APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.

7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March 1998

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Prime Consultant Statement of DBE Subconsultant Payments

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs.

PRIME CONSULTANT:	<input type="checkbox"/> CHECK IF PRIME IS MDOT-DBE CERTIFIED	AUTHORIZATION NO.	CONTRACT NO.
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BILLING PERIOD:	<input type="checkbox"/> Check if Final Payment	JOB NO.
-----------------	---	---------

CERTIFIED DBE SUBCONSULTANT	SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORIZED SIGNATURE (Final Payment Report Only)	DATE

As the authorized representative of the above prime consultant, I state that, to the best of my knowledge, this information is true and accurate.

PRIME CONSULTANT'S AUTHORIZED REPRESENTATIVE (SIGNATURE)	TITLE	DATE
---	-------	------

FOR MDOT USE ONLY

COMMENTS:

CONTRACT ADMINISTRATOR (Signature)	DATE
------------------------------------	------

Special note: "Prime Consultant or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26.

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Contract Administrator with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For “Contract No., Authorization No.,” and “Job No.” as appropriate, use the numbers assigned by MDOT.

For “Period Covered,” report the calendar days covered by the billing.

For “Services Work Performed” report the main service performed by the subconsultant during the reporting period.

For “Total Contract Amount” report the total amount of the contract between the prime consultant and the subconsultant.

For “Cumulative Dollar Value of Services Completed” report the total amount the subconsultant has earned since beginning this project.

For “Deductions,” report deductions made by the prime consultant to the subconsultant’s “Cumulative Dollar Value of Services Completed” for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For “Actual Amount Paid to Date,” report cumulative actual payments made to the subconsultant for services completed.

For “Actual Amount Paid During this Reporting Period” report actual payments made to the subcontractor for services during this reporting period.

Provide “DBE Authorized Signature” for final payment only.

Be sure to sign, title and date this statement.

MDOT CONTRACT ADMINISTRATOR:

Complete “Comments” if necessary, sign, date and forward to the Office of Equal Opportunity within seven (7) days of receipt.

Attachment A
(This is a reproduction of Appendix A of 49 CFR Part 9)

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters -- Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

MICHIGAN DEPARTMENT OF TRANSPORTATION

URS COLE SHERMAN AND ASSOCIATES, LTD.

AMENDMENT

THIS AMENDATORY CONTRACT is made and entered into this date of OCT 23 2003 by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and URS Cole Sherman and Associates, Ltd., hereinafter referred to as the "CONSULTANT," for the purpose of amending Contract No. 2002-0208, dated February 21, 2002, hereinafter referred to as the "CONTRACT."

WITNESSETH:

WHEREAS, the CONTRACT provides for the partnership between the DEPARTMENT and the United States Federal Highway Administration (FHWA), Transport Canada, and the Ontario Ministry of Transportation, to conduct a Planning/Need and Feasibility Study to develop a long-term transportation strategy that will ensure safe and efficient movement of people and goods across the border within the region of Southeast Michigan and Southwest Ontario; and

WHEREAS, the parties desire to extend the CONTRACT term to provide sufficient time for the CONSULTANT to perform the services;

NOW, THEREFORE, the parties agree that the CONTRACT be and that the same is amended as follows:

1. In order to extend the term of the CONTRACT by Five (5) months, Section 21 of the CONTRACT is amended to read as follows:

"This contract will cover the period from February 21, 2002, through May 1, 2004. Costs incurred outside of the term of this Contract will not be eligible for reimbursement."
2. All other provisions of the CONTRACT, except as herein amended, remain in full force and effect as originally set forth.
3. The CONSULTANT waives any and all claims it has or may have against the DEPARTMENT that arise out of the need to amend and/or extend the CONTRACT.

4. This Amendatory Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the CONSULTANT and the DEPARTMENT and upon adoption of a resolution approving said Amendatory Contract and authorizing the signature(s) thereto of the respective representative(s) of the CONSULTANT, a certified copy of which resolution will be sent to the DEPARTMENT with this Amendatory Contract, as applicable.

IN WITNESS WHEREOF, the parties have caused this Amendatory Contract to be awarded.

URS COLE SHERMAN AND ASSOCIATES, LTD.

By: *Mark Thompson*
Title: EXEC VP

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: *Dean E. Hank*
Title: Department Director
for

APPROVED
State
Administrative Board

10-21-2003

Reviewed
10-1-03
SLB
Contract
Admin.

MICHIGAN DEPARTMENT OF TRANSPORTATION

URS CANADA INC.

URS COLE SHERMAN AND ASSOCIATES, LIMITED

NOVATION

THIS NOVATION is made and entered into this date of DEC 11 2003 by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," URS CANADA INC., hereinafter referred to as "URS CANADA," and URS Cole Sherman and Associates, Limited, hereinafter referred to as "URS COLE," for the purpose of novating Contract No. 2002-0208, dated February 21, 2002, as amended, hereinafter referred to as the "CONTRACT."

WITNESSETH:

WHEREAS, the CONTRACT provides for the conduct of a Planning/Need and Feasibility Study for the development of a long-term transportation strategy to help ensure safe and efficient movement of people and goods across the border within the region of Southeast Michigan and Southwest Ontario; and

WHEREAS, it is the intent of the parties to remove URS COLE as a party to the CONTRACT and any amendments thereto and to place in its stead URS CANADA, which will assume all title, rights, interest, equity, liability, and obligations in and under the CONTRACT and any amendments thereto. URS CANADA agrees to assume all title, rights, interest, equity, liability, and obligations in and under the CONTRACT and any amendments thereto, retroactive to February 21, 2002;

NOW, THEREFORE, the parties agree that the CONTRACT and any amendments thereto be and that the same are novated as follows:

1. The DEPARTMENT and URS CANADA unconditionally release from February 21, 2002, forward URS COLE from all of its title, rights, interest, equity, liability, and obligations in and under the CONTRACT and any amendments thereto. URS CANADA agrees to assume all title, rights, interest, equity, liability, and obligations of URS COLE in and under the CONTRACT and any amendments thereto, retroactive to February 21, 2002.
2. URS COLE agrees to turn over to URS CANADA any and all documents, including papers, records, billings, and accounting that relate to the CONTRACT and any

amendments thereto. URS CANADA agrees to accept and maintain said documents and to make said documents available to the DEPARTMENT upon the DEPARTMENT's request.

3. All references in the CONTRACT and any amendments thereto to URS COLE will be construed to mean URS CANADA, which unconditionally agrees to undertake and perform all obligations of the CONTRACT and any amendments thereto and to stand in the stead of URS COLE with regard to all liabilities created by the CONTRACT and any amendments thereto. URS CANADA agrees to assume all title, rights, interest, equity, liability, and obligations of URS COLE in and under the CONTRACT and any amendments thereto, retroactive to February 21, 2002.
4. All other provisions of the CONTRACT and any amendments thereto, except as herein amended, remain in full force and effect as originally set forth.

5. This Novation will become effective upon its award.

IN WITNESS WHEREOF, the parties have caused this Novation to be awarded.

URS COLE SHERMAN AND ASSOCIATES, LIMITED

BY: *M. D. Thompson*
Title: EXEC VP
DIRECTOR

URS CANADA INC.

BY: *M. D. Thompson*
Title: VICE PRESIDENT
DIRECTOR

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: *Gloria J. Jeff*
Title: Department Director

FORM APPROVED
11/26/05
JK
ASSISTANT
ATTORNEY
GENERAL

APPROVED
State
Administrative Board
12-2-2003

MICHIGAN DEPARTMENT OF TRANSPORTATION

URS CANADA INC.

AMENDMENT

THIS AMENDATORY CONTRACT is made and entered into this date of MAR 01 2004 by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and URS CANADA INC., hereinafter referred to as the "CONSULTANT," for the purpose of amending Contract No. 2002-0208, dated February 21, 2002, as amended, hereinafter referred to as the "CONTRACT."

WITNESSETH:

WHEREAS, the CONTRACT provides for the conduct of a Planning/Need and Feasibility Study for the development of a long-term transportation strategy to help ensure safe and efficient movement of people and goods across the border within the region of Southeast Michigan and Southwest Ontario as set forth in Agreement 2015-A-000054, dated February 11, 2002, attached to and made a part of the CONTRACT; and

WHEREAS, the parties desire to amend the CONTRACT to add services for the finalization of the study, the preparation of draft documents, the establishment of an Air Quality Task Force, and the definition of an air quality impact assessment methodology; to reallocate \$771,242 in project funding between project items accordingly; and to extend the CONTRACT term by five months; the total CONTRACT amount remains unchanged;

NOW, THEREFORE, the parties agree that the CONTRACT be and that the same is amended as follows:

1. In order to set forth the additional services, Agreement 2015-A-000054 of the CONTRACT, dated February 11, 2002, is supplemented with Exhibit A-1, dated January 21, 2004, pages 1 through 15, attached hereto and made a part hereof, and all references in the CONTRACT to Agreement 2015-A-000054 will be construed to mean as supplemented with Exhibit A-1, dated January 21, 2004.
2. In order to set forth the readjusted project costs, the "Estimate of Costs by Deliverable for Draft Study Design" of Agreement 2015-A-000054 of the CONTRACT, dated February 11, 2002, is replaced with the "Table 1 – Summary of Revisions to Project Budget," attached hereto and made a part hereof as Exhibit B, dated January 21, 2004, and all references in the CONTRACT to Agreement 2015-A-000054 will be construed to mean

with the "Estimate of Costs by Deliverable for Draft Study Design" replaced with Exhibit B, dated January 21, 2004, the "Table 1 – Summary of Revisions to Project Budget."

3. In order to extend the term of the CONTRACT by five months, Section 21 of the CONTRACT is amended to read as follows:


"This Contract will be in effect from February 21, 2002, through September 30, 2004. Costs incurred outside the term of this Contract will not be eligible for reimbursement."

4. All other provisions of the CONTRACT, except as herein amended, remain in full force and effect as originally set forth.
5. The CONSULTANT waives any and all claims it has or may have against the DEPARTMENT that arise out of the need to amend and/or extend the CONTRACT.
6. In the event of any discrepancies between the provisions of this Amendment and any exhibit(s) hereto, the provisions of the Amendment will govern.

7. This Amendatory Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the CONSULTANT and the DEPARTMENT and upon adoption of a resolution approving said Amendatory Contract and authorizing the signature(s) thereto of the respective representative(s) of the CONSULTANT, a certified copy of which resolution will be sent to the DEPARTMENT with this Amendatory Contract, as applicable.


IN WITNESS WHEREOF, the parties have caused this Amendatory Contract to be awarded.

URS CANADA INC.

By: 
Title: Revenue Group Manager

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: 
Title: Department Director


FORM APPROVAL
1/29/04

ASSISTANT
ATTORNEY
GENERAL

APPROVED
State
Administrative Board

Exhibit A-

January 21, 2004



January 21, 2004
Our Ref.: CN29902034

Ministry of Transportation of Ontario
Environmental Unit
659 Exeter Road
London, Ontario
N6E 1L3

Attention: Mr. Dave Wake, Interim Partnership Coordinator

Dear Mr. Wake:

Re: Canada-U.S.-Ontario-Michigan Border Transportation Study

As you are aware, the Consultant Team is completing activities on the Planning/Need and Feasibility Study (P/NF), and is initiating activities related to NEPA Purpose & Need and OEAA Terms Of Reference (PN/TOR). The Partnership has taken an approach that would truncate activities under P/NF, and initiate PN/TOR activities under our current Agreement. A Work Plan for PN/TOR outlining activities to be completed has been prepared.

The major activities remaining to be completed in the P/NF Study include:

- o Finalizing the P/NF Study;
- o Preparation of PN/TOR documents; and
- o Air Quality Impact Assessment Methodology.

The revised work plan for the P/NF and proposed activities under PN/TOR are described below.

1. Finalize P/NF Study

The Consultant Team will compile all comments from the Partnership and external agencies and prepare a final P/NF Study, to be available to agencies, stakeholders and the public. The key findings of the final report will be summarized in an Executive Summary, which will also be made available for agencies, stakeholders and the public. The Consultant Team will also respond to any follow-up activities related to the final P/NF Study or other Partnership issues related to the work completed under the P/NF Study. For the final documents, the Consultant Team will produce 50 hard copies, 1 camera-ready hard copy, 1 MS Word copy, 1 WordPerfect copy and 1 Adobe copy. Downloadable versions of the final documents will be posted to the project website as well.

URS Canada Inc.
75 Commerce Valley Drive East
Markham, ON Canada L3T 7N9
Tel: 905.882.4401
Fax: 905.882.4399



2. NEPA Purpose and Need/OEAA TOR

The Consultant Team will prepare draft documents for review and modification to the Project Team. The documents will be written in a format that is reader friendly to the general public, but also includes sufficient process details to act as a source document for ongoing work on the project. Working drafts will be presented for review and modification to the Project Team. It is recognized that some iterations of the working drafts may be required.

The modifications approved by the Partnership Co-ordinator will form the basis of the draft documents. The Draft TOR will be presented to the Public Sector Consultation Group (one meeting), Private Sector Consultation Group (one meeting), local governments (5 council presentations) and the public (3 Public Information Open Houses in the Windsor/Essex County area).

The draft Purpose and Need Statement will be circulated among U.S. review agencies in accordance with the Work Plan. The format for circulation (meetings, workshops, etc.) is yet to be determined by the Partnership.

URS will prepare the circulation list, coordinate with the environmental agencies and ensure appropriate distribution of all documents. URS will also participate in the definition and identification of planning alternatives, evaluation criteria, and other steps as identified in the Work Plan provided by the Partnership in preparation for Phase 3 of the study.

In addition to the activities leading up to the submission of the OEAA TOR as described in the Work Plan, URS will provide any assistance needed during the formal review of the TOR.

This task also includes:

- Maintenance of Public Comments and Contacts;
- Individual Consultations;
- Coordination within the consultant team;
- Coordination with the Partnership; and,
- Internal coordination among the Consultant Team.

The Consultant Team will continue to maintain a file of public comments from the Partnership hotline and Web site, including a database of contact information. The Consultant Team will also process public comment sheets from the upcoming PIOHs for the TOR to be held in Windsor, La Salle and Amherstburg, including a summary report of the comments.

The Consultant Team will provide appropriate staff for all relevant meetings related to the project with the Partnership, other government agencies and/or private sector third parties. The Consultant Team will also arrange, prepare and attend Public and Private Sector Consultation Group Consultation meetings and provide staff assistance for the PIOHs to be held for the TOR.

Coordination among the Consultant Team will involve routine communications as ongoing events/issues require, including any possible meetings. Coordination with the Partnership will involve teleconferences and attendance at Working Group and Steering Committee meetings.

The Consultant Team will also continue to support the Partnership with issues management, responding to media queries, preparing position papers on cross-border transportation issues and facilitating communications with local municipalities, agencies, stakeholders and the general public. In addition, the



Consultant Team will continue to provide project administration related materials, including monthly progress reports and the project record, and maintain the project website.

3. Air Quality Impact Assessment Methodology

This task involves concluding establishing an Air Quality Task Force and defining the methodology to be used to determine air quality impacts, consistent with Canadian and U.S. laws and regulations. The Task Force would also define what information may be needed to evaluate alternatives or provide information to the public.

The work effort can be considered to include four subtasks:

1. Setting and Attending Meetings;
2. Generating Background Materials;
3. Preparing for and Revising an Air Quality Protocol(s); and,
4. Producing a Final Protocol/Methodology Paper.

The first step is to identify potential Task Force membership. This has largely been done, but "add-ons" are expected, especially where agencies want more than one individual involved.

The initial meeting was held on December 18, 2003, at the Holiday Inn Windsor. It is expected that additional meetings will be held with teleconferencing and to the greatest extent practicable.

Prior to each meeting background materials must be prepared and distributed. Preliminary work has been done on these materials on the part of the Consultant Team. The background materials will be circulated to the Task Force participants. The materials will be refined into a draft "Air Quality Protocol" designed to guide analysis during the development of OEAA, CEAA, and NEPA documentation. The review/refinement process will lead to a final "Air Quality Protocol/Methodology Paper."

Revisions to Project Budget

Essentially, activities under the P/NF Work Plan were truncated to enable the Partnership to be able to move forward with the completion of the OEAA Terms of Reference & NEPA Purpose and Need Statement. Accomplishing these aforementioned activities will not require additional funds – these activities will be completed within the original project budget. However, the project budget will require adjustment to enable monies to be allocated to PN/TOR activities. Table 1 identifies the proposed adjustments to the project budget, identified by deliverable.

To date, all deliverables on this project have been completed within or below the original budget established at the outset of the project. It is proposed to use a portion of the monies remaining in the budgets of these various deliverables to complete the additional tasks related to PN/TOR and Air Quality Impact Assessment.

From Table 1, it is estimated that completion of the P/NF and PN/TOR as described in this letter will cost approximately \$771,242 CDN, which would result in a total project cost of \$4,224,186 CDN. We have provided Cost Derivation Forms associated with the \$771,242 CDN estimated to complete the activities for this project under our Agreement, amended to include the work identified in this letter.

Table 1 also identifies that the Consultant Team is projecting a remaining budget of \$339,848 CDN in the project upon completion of the identified activities. As this bi-national project is quite unique and the approval requirements are not well established, we suggest these funds remain in the project as a contingency to be used to undertake other work as assigned by the Partnership and any additional support required once



the circulation of the Purpose and Need Statement and Terms of Reference is initiated. These funds could be used to address unforeseen requests to clarify or modify the documents circulated by the Partnership.

We trust this meets with your approval. If you have any questions or require additional information, please feel free to contact us.

Yours very truly,

URS Canada Inc.

A handwritten signature in black ink, appearing to be 'L. Kozachuk'.

Mr. Len Kozachuk, P.Eng.
Consultant Team Coordinator

cc. M. Barondess, MDOT

Derivation of Cost
Canada-U.S.-Ontario-Michigan Border Transportation Partnership

URS Canada
All Costs are Canadian Dollars

1. Finalize P/NF Study**Direct Labor**

<u>Classification</u>	<u>Person Hours</u>	x	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
Project Principal	4.00		\$ 106.00		\$ 424.00
Project Coordinator	100.00		\$ 65.09		\$ 6,509.00
Senior EA Planner	40.00		\$ 24.52		\$ 980.80
Junior EA Planner	40.00		\$ 19.02		\$ 760.80
Senior Designer	10.00		\$ 40.00		\$ 400.00
Intermediate Engineer	20.00		\$ 28.38		\$ 567.60
Administrative	160.00		\$ 18.36		\$ 2,937.60
Total Hours:	374.00				Total Labor: \$ 12,579.80

Overhead

\$ 12,579.80	x	<u>137.0000%</u>	=	<u>\$ 17,234.33</u>
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Facilities Capital Cost of Money

\$ 12,579.80	x	<u>1.096%</u>	=	<u>\$ 137.87</u>
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Direct Expenses

<u>Item</u>	<u>Quantity</u>	x	<u>Unit Price</u>	=	<u>Total</u>
Border Processing Sub	1		\$25,000		\$ 25,000.00
Economic Subconsultant (HLB)	1		\$15,000		\$ 15,000.00
Travel	5		\$350		\$ 1,750.00
Hotels	5		\$120		\$ 600.00
Delivery	30		\$15.00		\$ 450.00
Telecommunications	140		\$5.00		\$ 700.00
Printing (Reports)	200		\$40.00		\$ 8,000.00
Reproduction	2,400		\$0.15		\$ 360.00
Off-Site Meeting Rooms	0		\$400		\$ -
Mailings	2,500		\$0.50		\$ 1,250.00
					Total Direct Costs: \$ 53,110.00

Fixed Fee

\$ 29,814.13	x	<u>15.0%</u>	=	<u>\$ 4,472.12</u>
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TOTAL COSTS - Finalize P/NF Study

\$ 87,534.12

Derivation of Cost
Canada-U.S.-Ontario-Michigan Border Transportation Partnership

URS Canada
All Costs are Canadian Dollars

2. NEPA Purpose and Need/OEAA TOR

Direct Labor

<u>Classification</u>	<u>Person Hours</u>	x	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
Project Principal	77.00		\$ 106.00		\$ 8,162.00
Project Coordinator	400.00		\$ 65.09		\$ 26,036.00
Senior EA Planner	200.00		\$ 24.52		\$ 4,904.00
Junior EA Planner	360.00		\$ 19.02		\$ 6,847.20
Senior Designer	60.00		\$ 40.00		\$ 2,400.00
Intermediate Engineer	180.00		\$ 28.38		\$ 5,108.40
Administrative	400.00		\$ 18.36		\$ 7,344.00
Total Hours:	<u>1677.00</u>				Total Labor: \$ 60,801.60

Overhead

\$ 60,801.60	x	<u>137.0000%</u>	=	<u>\$ 83,298.19</u>
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Facilities Capital Cost of Money

\$ 60,801.60	x	<u>1.096%</u>	=	<u>\$666.39</u>
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Direct Expenses

<u>Item</u>	<u>Quantity</u>	x	<u>Unit Price</u>	=	<u>Total</u>
Nat Env Assessment	1		\$5,000		\$ 5,000.00
Geotech Assessment	1		\$5,000		\$ 5,000.00
Archaeological Assessment	1		\$5,000		\$ 5,000.00
Travel	20		\$350		\$ 7,000.00
Hotels	20		\$120		\$ 2,400.00
Delivery	45		\$15.00		\$ 675.00
Telecommunications	300		\$5.00		\$ 1,500.00
Printing (Reports)	200		\$40.00		\$ 8,000.00
Reproduction	2,500		\$0.15		\$ 375.00
Off-Site Meeting Rooms	20		\$400		\$ 8,000.00
Mailings	2,500		\$0.50		\$ 1,250.00
Project Web Site	1		\$17,000		\$ 17,000.00
Total Direct Costs:					\$ 61,200.00

Fixed Fee

\$ 144,099.79	x	<u>15.0%</u>	=	<u>\$ 21,614.97</u>
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TOTAL COSTS - NEPA Purpose and Need/OEAA TOR

\$ 227,581.15

Derivation of Cost
Canada-U.S.-Ontario-Michigan Border Transportation Partnership

URS Canada
All Costs are Canadian Dollars

3. Air Quality Impact Assessment Methodology

Direct Labor

<u>Classification</u>	<u>Person Hours</u>	x	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
Project Principal	16.00		\$ 106.00		\$ 1,696.00
Project Coordinator	80.00		\$ 65.09		\$ 5,207.20
Senior EA Planner	64.00		\$ 24.52		\$ 1,569.28
Junior EA Planner	60.00		\$ 19.02		\$ 1,141.20
Senior Designer	0.00		\$ 40.00		\$ -
Intermediate Engineer	24.00		\$ 28.38		\$ 681.12
Administrative	60.00		\$ 18.36		\$ 1,101.60
Total Hours:	<u>304</u> 0.00				Total Labor: \$ 11,396.40

Overhead

\$ 11,396.40	x	<u>137.0000%</u>	=	\$ <u>15,613.07</u>
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Facilities Capital Cost of Money

\$ 11,396.40	x	<u>1.096%</u>	=	\$ <u>124.90</u>
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Direct Expenses

<u>Item</u>	<u>Quantity</u>	x	<u>Unit Price</u>	=	<u>Total</u>
Travel	3		\$350		\$ 1,050.00
Hotels	8		\$120		\$ 960.00
Delivery	20		\$15.00		\$ 300.00
Telecommunications	20		\$5.00		\$ 100.00
Printing (Reports)	20		\$40.00		\$ 800.00
Reproduction	500		\$0.15		\$ 75.00
Off-Site Meeting Rooms	5		\$400		\$ 2,000.00
Mailings	200		\$0.50		\$ 100.00
Total Direct Costs:					\$ <u>5,385.00</u>

Fixed Fee

\$ 27,009.47	x	<u>15.0%</u>	=	\$ <u>4,051.42</u>
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TOTAL COSTS - Air Quality Impact Assessment Methodology

\$ 36,570.79

Derivation of Cost
Canada-U.S.-Ontario-Michigan Border Transportation Partnership

URS Canada

All Costs are Canadian Dollars

Summary

<u>Estimated Direct Labor</u> <u>Classification</u>	<u>Estimated</u> <u>Person Hours</u>	x	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
Project Principal	97.00		\$ 106.00		\$ 10,282.00
Project Coordinator	580.00		\$ 65.09		\$ 37,752.20
Senior EA Planner	304.00		\$ 24.52		\$ 7,454.08
Junior EA Planner	460.00		\$ 19.02		\$ 8,749.20
Senior Designer	70.00		\$ 40.00		\$ 2,800.00
Intermediate Engineer	224.00		\$ 28.38		\$ 6,357.12
Administrative	620.00		\$ 18.36		\$ 11,383.20
Total Hours:	<u>2355.00</u>				Total Labor: <u>\$ 84,777.80</u>

Estimated Overhead	\$ 84,777.80	x	<u>137.0000%</u>	=	<u>\$ 116,145.59</u>
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Estimated Facilities Capital Cost of Money	\$ 84,777.80	x	<u>1.096%</u>	=	<u>\$929.16</u>
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<u>Estimated Direct Expenses</u> <u>Item</u>	<u>Quantity</u>	x	<u>Unit Price</u>	=	<u>Total</u>
Specialist Subconsultants			\$0		\$ -
Travel			\$350		\$ -
Hotels			\$120		\$ -
Delivery			\$15.00		\$ -
Telecommunications			\$5.00		\$ -
Printing (Reports)			\$40.00		\$ -
Reproduction			\$0.15		\$ -
Off-Site Meeting Rooms			\$400		\$ -
Mailings			\$0.50		\$ -
Project Web Site					\$ -

Total Direct Costs: \$ 119,695.00

Fixed Fee	\$ 200,923.39	x	<u>15.0%</u>	=	<u>\$ 30,138.51</u>
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SUBTOTAL COSTS - URS CANADA \$ 351,686.06

TOTAL - URS Great Lakes	\$ 97,516.86
TOTAL - The Corradino Group	\$ 119,187.10
TOTAL- URS Canada (Mississauga)	\$ 60,001.65
TOTAL- IBI Group	\$ 84,850.27
TOTAL- Weber Shandwick Worldwide	\$ 58,000.00
	<u>\$ 771,241.94</u>

Derivation of Cost
Ontario-Michigan Border Transportation Partnership
 Planning Need and Feasibility Study

URS Great Lakes

1.33
exchange rate used

NEPA Purpose and Need/OEAA TOR

Direct Labor

<u>Classification</u>	<u>Person Hours</u>	x	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
Project Principal	36.00		\$ 71.82		\$ 2,585.52
Project Manager	204.00		\$ 65.09		\$ 13,278.36
Senior Environmentalist	184.00		\$ 55.37		\$ 10,188.08
Administrative	56.00		\$ 25.23		\$ 1,412.88

Total Hours: 480.00

Total Labor: \$ 27,464.84

Overhead \$ 27,464.84 x 128.7331% = \$ 35,356.34

Direct Expenses

<u>Item</u>	<u>Quantity</u>	x	<u>Unit Price</u>	=	<u>Total</u>
Air Travel	14		377.50		5285.00
Hotels	14		120.00		1680.00
Per Diem	28		35.00		980.00
Rental Car	10		110.00		1100.00
Travel Mileage	7385		0.50		3692.50
Plotting	1410		5.00		7050.00
Printing	29500		0.13		3835.00
Mailings	110		15.00		1650.00

Total Direct Costs: \$ 25,272.50

Fixed Fee

\$ 62,821.18 x 15.0% = \$ 9,423.18

TOTAL COSTS - NEPA Purpose and Need/OEAA TOR

\$ 97,516.86

Derivation of Cost
 Ontario-Michigan Border Transportation Partnership
 Planning Need and Feasibility Study

Subconsultant: The Corradino Group

1.33

exchange rate used

Summary**Direct Labor**Classification

	<u>Person Hours</u>	x	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
M. Anderson	24.00		\$ 26.44		\$ 634.57
M. Butler	108.00		\$ 30.02		\$ 3,241.95
J.C. Corradino	80.00		\$ 101.68		\$ 8,134.28
L. Foutz	94.00		\$ 69.16		\$ 6,501.04
H. Santana	24.00		\$ 28.52		\$ 684.36
T. Stone	206.00		\$ 57.39		\$ 11,822.24
M. Tackett	72.00		\$ 48.88		\$ 3,519.18
Total Hours:	608.00				Total Labor: \$ 34,537.63

Overhead	\$ 34,537.63	x	159.4900%	=	\$ 55,084.06
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Direct Expenses

<u>Item</u>	<u>Quantity</u>	x	<u>Unit Price</u>	=	<u>Total</u>
Air Travel - Lou to DTW	8		\$ 577.22		\$ 4,617.76
Air Travel - Miami to DTW	5		\$ 1,235.57		\$ 6,177.85
Hotels	15		\$ 120.00		\$ 1,800.00
Per Diem	17		\$ 46.55		\$ 791.35
Rental Car	17		\$ 110.00		\$ 1,870.00
Printing	4200		\$ 0.13		\$ 546.00
Mailings	16		\$ 19.95		\$ 319.20
			Total Direct Costs:		\$ 16,122.16

Fixed Fee	\$ 89,621.69	x	15.0%	=	\$ 13,443.25
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TOTAL COSTS					\$ 119,187.10
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Derivation of Cost
Ontario-Michigan Border Transportation Partnership
 Planning Need and Feasibility Study

Subconsultant: The Corradino Group

1.33

exchange rate used

NEPA Purpose and Need/OEAA TOR**Direct Labor**

<u>Classification</u>	<u>Person Hours</u>	x	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
M. Anderson	0.00		\$ 26.44		\$ -
M. Bulter	88.00		\$ 30.02		\$ 2,641.59
J.C. Corradino	36.00		\$ 101.68		\$ 3,660.43
L. Foutz	94.00		\$ 69.16		\$ 6,501.04
H. Santana	24.00		\$ 28.52		\$ 684.36
T. Stone	20.00		\$ 57.39		\$ 1,147.79
M. Tackett	0.00		\$ 48.88		\$ -
Total Hours:	<u>282.00</u>				Total Labor: \$ <u>14,635.21</u>

Overhead	\$ 14,635.21	x	<u>159.4900%</u>	=	\$ <u>23,341.70</u>
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Direct Expenses

<u>Item</u>	<u>Quantity</u>	x	<u>Unit Price</u>	=	<u>Total</u>
Air Travel - Lou to DTW	4		\$ 577.22		\$ 2,308.88
Air Travel - Miami to DTW	5		\$ 1,235.57		\$ 6,177.85
Hotels	11		\$ 120.00		\$ 1,320.00
Per Diem	13		\$ 46.55		\$ 605.15
Rental Car	13		\$ 110.00		\$ 1,430.00
Printing	2200		\$ 0.13		\$ 286.00
Mailings	10		\$ 19.95		\$ 199.50
					Total Direct Costs: \$ <u>12,327.38</u>

Fixed Fee	\$ 37,976.91	x	<u>15.0%</u>	=	\$ <u>5,696.54</u>
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TOTAL COSTS - NEPA Purpose and Need/OEAA TOR					\$ <u>56,000.83</u>
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Derivation of Cost
Ontario-Michigan Border Transportation Partnership
 Planning Need and Feasibility Study

Subconsultant: The Corradino Group

1.33

exchange rate used

Air Quality Impact Assessment Methodology

Direct Labor

<u>Classification</u>	<u>Person Hours</u>	x	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
M. Anderson	24.00		\$ 26.44		\$ 634.57
M. Bulter	20.00		\$ 30.02		\$ 600.36
J.C. Corradino	44.00		\$ 101.68		\$ 4,473.85
L. Foutz	0.00		\$ 69.16		\$ -
H. Santana	0.00		\$ 28.52		\$ -
T. Stone	186.00		\$ 57.39		\$ 10,674.45
M. Tackett	72.00		\$ 48.88		\$ 3,519.18
Total Hours:	346.00				Total Labor: \$ 19,902.41

Overhead	\$ 19,902.41	x	<u>159.4900%</u>	=	<u>\$ 31,742.36</u>
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Direct Expenses

<u>Item</u>	<u>Quantity</u>	x	<u>Unit Price</u>	=	<u>Total</u>
Air Travel - Lou to DTW	4		\$ 577.22		\$ 2,308.88
Air Travel - Miami to DTW	0		\$ 1,235.57		\$ -
Hotels	4		\$ 120.00		\$ 480.00
Per Diem	4		\$ 46.55		\$ 186.20
Rental Car	4		\$ 110.00		\$ 440.00
Printing	2000		\$ 0.13		\$ 260.00
Mailings	6		\$ 19.95		\$ 119.70
					Total Direct Costs: \$ 3,794.78

Fixed Fee	\$ 51,644.77	x	<u>15.0%</u>	=	<u>\$ 7,746.72</u>
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TOTAL COSTS - Air Quality					<u>\$ 63,186.27</u>
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Derivation of Cost
Canada-U.S.-Ontario-Michigan Border Transportation Partnership

Subconsultant: IBI Group

All Costs are Canadian Dollars

Finalize P/NF Study

Direct Labor

<u>Classification</u>	<u>Person Hours</u>	x	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
Director-L. Sims	100		\$ 90.00		\$ 9,000.00
Director-R. Grimes	20		\$ 90.00		\$ 1,800.00
Associate-B. Mori	100		\$ 50.94		\$ 5,094.00
Associate-A. Jacob	40		\$ 53.20		\$ 2,128.00
Associate-B. Hollingworth	100		\$ 38.87		\$ 3,887.00
Senior Engineer-A. Pushkar	100		\$ 29.23		\$ 2,923.00
Other	100		\$ 40.00		\$ 4,000.00
Clerical	100		\$ 26.67		\$ 2,667.00

Total Hours: 660

Total Labor: \$ 31,499.00

Overhead

\$ 31,499.00 x 113.1200% = \$ 35,631.67

Direct Expenses

<u>Item</u>	<u>Quantity</u>	x	<u>Unit Price</u>	=	<u>Total</u>
Travel	10		\$350		\$ 3,500.00
Delivery	10		\$15		\$ 150.00
Telecommunications	100		\$5		\$ 500.00
Printing	200		\$10		\$ 2,000.00
Reproduction	100		\$15		\$ 1,500.00

Total Direct Costs: \$ 7,650.00

Fixed Fee

\$ 67,130.67 x 15.0% = \$ 10,069.60

TOTAL COSTS:

\$ 84,850.27

Derivation of Cost
Canada-U.S.-Ontario-Michigan Border Transportation Partnership

Weber Shandwick Worldwide

All Costs are Canadian Dollars

Media Relations - NEPA Purpose and Need/OEAA TOR

Direct Labor

<u>Classification</u>	<u>Person Hours</u>	x	<u>Billing Rate</u>	=	<u>Labor Costs</u>
Vice President	40		\$ 250.00		\$ 10,000.00
Sr. Consultant	200		\$ 180.00		\$ 36,000.00
Consultant	0		\$ 150.00		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
Total Hours:			240		Total Labor: \$ 46,000.00

Overhead

\$ 46,000.00	x	0.0000%	=	\$ -
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Direct Expenses

<u>Item</u>	<u>Quantity</u>	x	<u>Unit Price</u>	=	<u>Total</u>
Travel (air/hotel/car rental or mileage)	2	mtg	\$1,500.00		\$3,000.00
Media Relations (production/distribution)	4		1,200		\$4,800.00
Media Relations (on-site logistics)	2		300		\$600.00
Responses to Media (production and d	12		300		\$3,600.00
Total Direct Costs:					\$ 12,000.00

Fixed Fee

\$ 46,000.00	x		=	\$ -
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TOTAL COSTS: \$ 58,000.00



Exhibit B

January 21, 2004

Table 1 - Summary of Revisions to Project Budget

Deliverable	Original Budget	Spent	Estimate To Complete	Revised Budget	Adjustment
Strategic and Geographic Area Overview Working Paper	\$478,223	\$461,529	\$0	\$461,529	\$16,694
Travel Demand Analysis Process for Broad Geographic Area - Interim Working Paper	\$81,624	\$79,719	\$0	\$79,719	\$1,905
Development of Methodology and Road Network for FAA - Interim Working Paper	\$85,021	\$83,286	\$0	\$83,286	\$1,735
Development of Traffic Analysis Zone System and Trip Tables for FAA - Interim Working Paper	\$104,413	\$98,040	\$0	\$98,040	\$6,373
Travel Demand Analysis Process Working Paper	\$143,797	\$102,218	\$0	\$102,218	\$41,579
Existing and Future Travel Demand Working Paper	\$297,106	\$254,810	\$0	\$254,810	\$42,296
Analysis Area Working Paper	\$262,304	\$212,198	\$0	\$212,198	\$50,106
Transportation Problems and Opportunities Report	\$669,637	\$640,174	\$0	\$640,174	\$29,463
Feasible Transportation Alternatives Report	\$449,932	\$449,932	\$0	\$449,932	\$0
Transportation Alternatives Report	\$652,896	\$439,825	\$0	\$439,825	\$213,071
Economic Benefits Report	\$287,126	\$147,314	\$0	\$147,314	\$139,812
Revenue Generation Report	\$211,431	\$110,390	\$0	\$110,390	\$101,041
Finalize Planning / Needs and Feasibility (P/NF) Report	\$705,930	\$370,158	\$172,384	\$542,542	\$163,388
Transportation Planning / Needs and Feasibility Summary Report	\$134,594	\$3,351	\$0	\$3,351	\$131,243
NEPA Purpose and Need Statement/OEAA TOR	\$0	\$0	\$439,099	\$439,099	-\$439,099
Air Quality Impact Assessment Methodology	\$0	\$0	\$159,759	\$159,759	-\$159,759
TOTALS	\$4,564,034	\$3,452,944	\$771,242	\$4,224,186	\$339,848

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