

AMENDMENT NO. 1 TO Mn/DOT CONTRACT NO. 85907Contract Start Date: **December 23, 2003**

Total Contract Amount:	\$526,279.00
Original Contract:	\$486,722.72
Previous Amendment(s) Total:	\$ 0.00
Current Amendment:	\$ 39,556.28

State Project (SP): 2783-9340Trunk Highway (TH): 35W

Project Identification: A bridge study to evaluate the superstructure for Bridge No. 9340; I35W over Mississippi River, in Minneapolis

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and URS, Incorporated ("Contractor").

Recitals

1. The State has a contract with the Contractor identified as Mn/DOT Contract Number 85907 ("Original Contract") to provide a comprehensive study to evaluate the truss-arch superstructure for Bridge 9340. This bridge is a major I35W structure that spans the Mississippi River in Minneapolis. In the past various structural components of the truss-arch have exhibited cracking that required repairs. Results of this study will allow the State to develop a repair strategy for potential future repairs.
2. The original contract is amended to include traffic data collection services necessary for the structural evaluation of Bridge 9340.
3. Exhibits B-1 and Exhibits C-1 are attached and incorporated into this Contract.
4. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. Article 2. "Scope of Work" is amended as follows:

Under Section 3 "Detailed Project Tasks" of Exhibit A add the following:

Task 14 – Traffic Data Collection

Determine Average Daily Traffic (ADT) and vehicle classification for northbound and southbound directions on Bridge 9340. The vehicle classification will be broken down to only include the percentage of automobiles and commercial trucks in the traffic stream.

14.1 Data Collection and ADT

Meet with the State personnel to gather existing traffic data from their Automatic Traffic Recorder (ATR) data system detectors. Traffic data assumed to be available and accurate for year 2003.

Determine the ADT for northbound and southbound directions based on compilation and calculation of the various ATR sites in the area.

14.2 Videotape Traffic

Video record the traffic using the State's Closed Circuit Television (CCTV) surveillance camera located

on the south side of the bridge. Video recording will take place for 7 continuous days at 24 hours per day.

Provide new digital recorders to be installed on computers provided by the Contractor. At project completion the recorders become property of the State.

- 14.3 Classification Counts
Observe the videotaped traffic and determine the number of commercial vehicles in the traffic stream using the State's field classification count form.
- 14.4 Memorandum
Prepare a draft and final memorandum on findings of vehicle classification counts.
- 14.5 Project Management
Meet with the State's staff to confirm findings. Perform other administrative duties as necessary.

REVISION 2. Article 4 "Consideration of Payment" is amended as follows:

- 4.1 The Contractor will be paid on a Cost Plus Fixed Fee (profit) basis as follows:

1. Labor:	\$179,743.52	<u>\$195,151.52</u>
2. Overhead:	\$234,133.91	<u>\$253,702.07</u>
3. Fixed Fee:	\$ 49,665.29	<u>\$ 53,162.91</u>
4. Direct Expenses:	\$ 23,180.00	<u>\$ 24,262.50</u>

Total Contract Amount: ~~\$486,722.72~~ \$526,279.00

The Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations". The Contractor will not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval from the State for such out of state travel. The State of Minnesota will be considered the home base for determining whether travel is "out of state".

- 4.2 The overhead rate of 130.26% and 127.00% of direct Salary Costs will be used on a provisional basis determined by the State's Audit Section.
- 4.3 Allowable direct costs include project specific costs listed in Exhibit B and Exhibit B-1. Any other direct costs not listed in Exhibit B and Exhibit B-1 must be approved, in writing, by the State's Authorized Agent prior to incurring costs.
- 4.4 See Exhibit B and Exhibit B-1 for Budget Details on the Contractor and its subcontractor(s).
- 4.5 The State's total obligation for all compensation and reimbursements to the Contractor will not exceed ~~\$486,722.72~~ \$526,279.00.

REVISION 3. Article 5 "Terms of Payment" is amended as follows:

- 5.1 The Contractor will use the format set forth in ~~Exhibit C~~ Exhibit C-1 when submitting Invoices.
- 5.2 The Contractor will submit the monthly progress report set forth in Exhibit D showing the progress of work in work hours according to the tasks listed in Article 2 Scope of Work as amended.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: John Kellen

Date: 7-8-2007

CFMS Contract No. A- 57100

CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Dorenda J. Munnings

Title: V.P.

Date: 7-6-04

By: Mark Maves

Title: V.P.

Date: 7-6-04

STATE AGENCY

ORIGINAL SIGNED BY

By: Marthand Nookala
(with delegated authority)
Division Director

Title: _____

Date: 7/9/04

COMMISSIONER OF ADMINISTRATION

By: James O'Connell

Date: July 12, 2004

**EXHIBIT B-1
BUDGET TABLE**

1. Staff Hour Estimate - Additional Tasks

Task	Description	Project Manager	Engineer / Sr. Tech	Technician	Total
14.1	Gather Traffic Data and Determine ADT	4	16		20
14.2	Videotape Traffic		10	20	30
14.3	Classification Count		30	600	630
14.4	Draft and Final Memo	4	8		12
14.5	Project Mgmt and Meetings	8	4		12
	TOTAL	16	68	620	704

2. Direct Expenses - Additional Tasks

Automobile Mileage (\$0.375/mile)	12	trips @	25	miles	\$112.50
Postage and Delivery					\$20.00
Photocopying and Document Production					\$50.00
Digital Data Recorder					\$900.00
Subtotal Expenses					\$1,082.50

3. Total Costs - Additional Tasks

Employee Classification	Average Hourly Rate	Hours	Amount
Project Manager	\$52.00	16	\$832.00
Engineer	\$32.00	68	\$2,176.00
Technician	\$20.00	620	\$12,400.00
Labor Subtotal		704	\$15,408.00
Overhead	127.00%		\$19,568.16
Subtotal			\$34,976.16
Profit	10%		\$3,497.62
Expenses			\$1,082.50
Total Amendment I Contract Amount			\$39,556.28

4. Total Amended Contract Cost

	Original Contract	Amendment No. 1	Revised Amounts
Labor	\$179,743.52	\$15,408.00	\$195,151.52
Overhead	\$234,133.91	\$19,568.16	\$253,702.07
Fixed Fee	\$49,665.29	\$3,497.62	\$53,162.91
Direct Expense	\$23,180.00	\$1,082.50	\$24,262.50
Total Cost	\$486,722.72	\$39,556.28	\$526,279.00

Exhibit C-1 Invoice

To: Consultant Services
 Minnesota Department of Transportation
 Transportation Building, Mail Stop 680
 395 John Ireland Boulevard
 St. Paul, Minnesota 55155

Estimated Completion: _____ %
 (from Column 6 Progress Report)

Period Ending: _____
 Invoice Date: _____

Copy: Scott Pierson
 Project Manager

INVOICE NO. _____

Re: Mn/DOT Agreement No.: 85907

Project Description: Evaluation of Bridge No. 9340
(I-35W over Mississippi River)

State Project Number: 2783-9340

Trunk Highway: 35W

Contract Expiration Date: January 1, 2006

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Salary Costs: (See Exhibit B for breakdown)	<u>\$195,151.52</u>			
2. Overhead Costs: Rate = 130.26% and 127.00% (Direct Salaries * Overhead Rate)	<u>\$253,702.07</u>			
3. Fixed Fee (Profit): (Fixed Fee = \$ * percent complete)	<u>\$ 53,162.91</u>			
4. Other Direct Costs: (Attach support documentation)	<u>\$ 24,262.50</u>			
Net Earnings Totals:	<u>\$526,279.00</u>			
Total Amount Due This Invoice:				

For State Use Only

I certify that the above statement is correct and payment has not been received.

Signature: _____

Print Name: _____

Title: _____

Billing Address: URS, Inc.
 Thresher Square
 700 Third Street South
 Minneapolis, MN 55415

Telephone: (612) 370-0070

Approved for Payment:

 Contract Administrator

 Date