

AMENDMENT NO. 2 TO Mn/DOT CONTRACT NO. 85907

Contract Start Date: **December 23, 2003**

Total Contract Amount:	\$553,711.75
Original Contract Amount:	\$486,722.72
Previous Amendment(s) Total:	\$ 39,556.28
Current Amendment Amount:	\$ 27,432.75

State Project Number (SP): 2783-9340

Trunk Highway Number (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") URS, Incorporated ("Contractor").

Recitals

1. State has a Contract with 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 being amended because the unique and complex nature of the work made it very difficult to assess the required effort before the start of the project.
3. Exhibits B-2 and Exhibits C-2 are attached and incorporated into this Contract.
4. State and 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 **bolded and underlined**.

REVISION 1. Article 1 "**Term of Contract**" is amended as follows:

- 1.1 Effective date: The date that all required signatures are obtained by the State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 Expiration date: ~~January 1, 2006~~ **June 30, 2006**, or until all obligations have been approved, which ever occurs first.
- 1.3 Survival terms: The following clauses survive the expiration or termination of this contract: 11. Governing Law, Jurisdiction, and Venue; 22. Audits and Inspections; 23. Government Data Practices and Intellectual Property; 24. Liability; 29. Publicity and Endorsement; and 36. Data Disclosure.
- 1.4 Exhibits: Exhibits A through D are attached and incorporated into this Contract.

REVISION 2. Article 2 Exhibit A "**Scope of Work and Deliverables**" is amended as follows:

Section 3 "Detailed Project Tasks" is amended as follows:

Under Task 3 – **Development of 3-D Finite Element Model for Truss Spans** insert the following:

- 3.7 Model geometry of the structure with the computer in inches instead of feet and have GTSTRUDL technical service verify the results to trace the cause of the erratic results.**

Under Task 8 – Identification of Fracture Critical Members insert the following:

8.7 Investigate the cause of the out of plane bending due to the stringer bearings not being symmetrical as constructed at the deck expansion joints.

Under Task 12 – Final Report of Findings insert the following:

12.6 Summarize the additional analysis results and tabulate them into the final report.

REVISION 3. 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	\$195,151.52	<u>\$206,258.66</u>
2. Overhead:	\$234,133.91	\$253,702.07	<u>\$267,533.79</u>
3. Fixed Fee:	\$ 49,665.29	\$ 53,162.91	<u>\$ 55,656.80</u>
4. Direct Expenses:	\$ 23,180.00	\$ 24,262.50	<u>\$ 24,262.50</u>
Total Contract Amount:	\$486,722.72	\$526,279.00	<u>\$553,711.75</u>

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% **and 124.53%** 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 **and Exhibit B-2**. Any other direct costs not listed in Exhibit B and Exhibit B-1 **and Exhibit B-2** must be approved, in writing, by the State’s Authorized Agent prior to incurring costs.
- 4.4 See Exhibit B and Exhibit B-1 **and Exhibit B-2** 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~~ **\$553,711.75**.

REVISION 4. 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~~ **Exhibit C-2** 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: *J.P. Kille*
Date: 11-2-2005
CFMS Contract No. A- 57100

CONTRACTOR

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

By: *Donald J. Munnery*
Title: V.P.
Date: 10-28-05

By: *Mark Munnery*
Title: V.P.
Date: 10-28-05

STATE AGENCY

ORIGINAL SIGNED BY

By: *Richard A. Stehr*
(with delegated authority)
Division Director
Title: _____
Date: 11-2-05

COMMISSIONER OF ADMINISTRATION

By: *[Signature]*
Date: Nov 4, 2005

**EXHIBIT B-2
BUDGET TABLE**

Direct Labor - Amendment No. 2

Description	Project Manager	Project Engineer	Design Engineer	Total
Computer Modeling	8	20	90	118
Redundancy Analysis	8	20	80	108
Final Report Preparation	8	20	40	68
TOTAL	24	60	210	294

Total Costs - Amendment No. 2

Employee Classification	Rate	Hours	Amount
Project Manager	\$55.16	24	\$1,323.84
Project Engineer	\$45.00	60	\$2,700.00
Design Engineer	\$33.73	210	\$7,083.30
Labor Subtotal		294	\$11,107.14
Overhead	124.53%		\$13,831.72
Subtotal			\$24,938.86
Profit	-10%		\$2,493.89
Direct Expenses			\$0.00
Total Amendment 2 Contract Amount			\$27,432.75

Total Amended Contract Cost

	Original Contract	Amendment No. 1	Amendment No. 2	Revised Amounts
Labor	\$179,743.52	\$15,408.00	\$11,107.14	\$206,258.66
Overhead	\$234,133.91	\$19,568.16	\$13,831.72	\$267,533.79
Fixed Fee	\$49,665.29	\$3,497.62	\$2,493.89	\$55,656.80
Direct Expense	\$23,180.00	\$1,082.50	\$0.00	\$24,262.50
Total Cost	\$486,722.72	\$39,556.28	\$27,432.75	\$553,711.75

Exhibit C-2 Invoice

INVOICE NO. _____

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

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

Copy: Scott Pierson, Project Manager
 Minnesota Department of Transportation
 Bridge Office, Mail Stop 610
 3485 Hadley Avenue North
 Oakdale, MN 55128-3307

Period Ending: _____
 Invoice Date: _____

Re: Mn/DOT Contract No. 85907
 Contract Expiration Date: ~~January 1, 2006~~ **June 30, 2006**
 Project Description: Evaluation of Bridge No. 9340 (I-35W over Mississippi River)
 SP Number: 2783-9340 TH Number: 35W

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Salary Costs: (See Exhibit B-2 for Breakdown)	<u>\$206,258.66</u>			
2. Overhead Costs: Rate = 130.26% and 127.00% and 124.53% (Salary*Overhead Rate)	<u>\$267,533.79</u>			
3. Fixed Fee (Profit): Rate = 12.00%, 10.00% and 10.00%. (Fixed Fee = \$ * Percent Complete)	<u>\$ 55,656.80</u>			
4. Direct Expense Costs: (Attach Supporting Documentation)	<u>\$ 24,262.50</u>			
Net Earnings Totals:	<u>\$553,711.75</u>			
Total Amount Due This Invoice:				

Activity Code	Total Billing to Date	Amount Previously Billed	Billed This Invoice
NA			
NA			
NA			
Total*			

*Must Match Net Earnings Total Above

For Consultant Services 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: _____

Date: _____