

AMENDMENT NO. 3 TO Mn/DOT CONTRACT NO. 85907

Contract Start Date: December 23, 2003

Total Contract Amount: \$574,362.99
Original Contract Amount: \$486,722.72
Previous Amendment(s) Total: \$ 66,989.03
Current Amendment Amount: \$ 20,651.24

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. This amendment is for extra work and time that are necessary to complete the project.
3. Exhibits B-3 through C-3 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~~ **September 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 8 – Identification of Fracture Critical Members insert the following:

- 8.8 Incorporate the unexpected, preexisting overstress in the redundancy analysis and evaluate the structural consequences after the removal of the critical truss members under investigation.**
- 8.9 Design retrofits of the eight critical members separately for each half of the bridge for different loads**
- 8.10 Incorporate the results from Tasks 8.8 and 8.9 in the final report.**

REVISION 3. Article 2 "Scope of Work" is amended as follows:

- 2.1** The services to be provided for under this Contract by the Contractor are:
 The project goal is to identify structural members of the truss-arch spans that are most susceptible to cracking, identify the most critical members, and evaluate how the bridge will perform if any one of those critical members were removed. The project will evaluate how dead and live loads are redistributed in the bridge when failure occurs in the critical members and if/how adjacent members will fail when the loads are redistributed. The project will identify repairs to critical members and identify a preferred deck replacement staging in the truss-arch spans. The analysis will concentrate on the truss-arch portion of the bridge.

See Exhibit A for additional information.

- 2.2** Deliverables are defined as the work product created or supplied by the Contractor pursuant to the terms of this Contract. The brief summary of the deliverables of this Contract are as follows:

<u>Items</u>	<u>Date Due</u>
Progress report one	July 1, 2004
<ul style="list-style-type: none"> • Five hard copies, 8 ½" x 11" bond 	
Progress report two	September 1, 2004
<ul style="list-style-type: none"> • Five hard copies, 8 ½" x 11" bond 	
Progress report three	November 1, 2004
<ul style="list-style-type: none"> • Five hard copies, 8 ½" x 11" bond 	
Progress report four	January 1, 2005
<ul style="list-style-type: none"> • Five hard copies, 8 ½" x 11" bond 	
Preliminary report and conceptual plans	March 1, 2005
<ul style="list-style-type: none"> • Five hard copies draft preliminary report on 8 ½" x 11" bond • Five hard copies draft conceptual plans on 11" x 17" bond • One electronic file each draft preliminary report in Microsoft Word, and draft preliminary report of conceptual plans in Microstation. 	
Draft final report and draft final conceptual plans	May 1, 2005
<ul style="list-style-type: none"> • Five hard copies draft final report on 8 ½" x 11" bond • Five hard copies draft final report of conceptual plans on 11" x 17" bond • One electronic file each draft final report in Microsoft Word, and draft final conceptual plans in Microstation. 	
Final report	May 17, 2005 <u>June 30, 2006</u>
<ul style="list-style-type: none"> • Five certified hard copies final report on 8 ½" x 11" bond • Five certified hard copies final report of conceptual plans 	

- on 11" x 17" bond
- One electronic file each final report in Microsoft Word, and final conceptual plans in Microstation.

See Exhibit A for the details on the deliverables to be provided by the Contractor.

The State's Project Manager has the authority to update and adjust all project schedules when necessary at progress meetings within the terms of the Contract.

REVISION 4. 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	\$206,258.66	<u>\$214,620.06</u>
2. Overhead:	\$234,133.91	\$253,702.07	\$267,533.79	<u>\$277,946.24</u>
3. Fixed Fee:	\$ 49,665.29	\$ 53,162.91	\$ 55,656.80	<u>\$ 57,534.19</u>
4. Direct Expenses:	\$ 23,180.00	\$ 24,262.50	\$ 24,262.50	<u>\$ 24,262.50</u>
Total Contract Amount:	\$486,722.72	\$526,279.00	\$553,711.75	<u>\$574,362.99</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 and Exhibit B-3. Any other direct costs not listed in Exhibit B and Exhibit B-1 and Exhibit B-2 and Exhibit B-3 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 and Exhibit B-3 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~~ \$574,362.99.

REVISION 5. 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~~ Exhibit C-3 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.

The terms of the Original Contract and all previous Amendments are expressly reaffirmed and remain in full force and effect. The Original Contract and all previous Amendments are incorporated into this Contract by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous Amendments remain in full force and effect.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

STATE ENCUMBRANCE VERIFICATION

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

Signed: *John Kelle*
Date: 4-12-2006
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 P. Humming*
Title: V.P.
Date: 4-7-06

By: *Mark M...*
Title: V.P.
Date: 4-7-06

STATE AGENCY

By: ORIGINAL SIGNED BY
(with delegated authority)
Richard A. Stehr
Title: Division Director
Date: 4/12/06

COMMISSIONER OF ADMINISTRATION

By: *Joanna Wagner*
Date: 4/13/06

**Exhibit B-3
Budget Table**

Direct Labor - Amendment 3

Description	Project Manager	Project Engineer	Design Engineer	Total
Redundancy Analysis	4	15	40	59
Retrofit Desgn	8	10	35	53
Final Report Preparation	8	40	45	93
TOTAL	20	65	120	205

Total Costs - Amendment 3

Employee Classification	Rate	Hours	Amount
Project Manager	\$56.44	20	\$1,128.80
Project Engineer	\$49.00	65	\$3,185.00
Design Engineer	\$33.73	120	\$4,047.60
Labor Subtotal		205	\$8,361.40
Overhead	124.53%		\$10,412.45
Subtotal			\$18,773.85
Fixed Fee	10%		\$1,877.39
Direct Expenses			\$0.00
Total Amendment 3 Amount			\$20,651.24

Total Amended Contract Cost

	Original Contract	Amendment No. 1	Amendment No. 2	Amendment No. 3	Revised Amounts
Labor	\$179,743.52	\$15,408.00	\$11,107.14	\$8,361.40	\$214,620.06
Overhead	\$234,133.91	\$19,568.16	\$13,831.72	\$10,412.45	\$277,946.24
Fixed Fee	\$49,665.29	\$3,497.62	\$2,493.89	\$1,877.39	\$57,534.19
Direct Expense	\$23,180.00	\$1,082.50	\$0.00	\$0.00	\$24,262.50
Total Cost	\$486,722.72	\$39,556.28	\$27,432.75	\$20,651.24	\$574,362.99

**Exhibit C-3
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~~ **September 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>\$214,620.06</u>			
2. Overhead Costs: Rate =130.26% and 127.00% and 124.53% (Salary*Overhead Rate)	<u>\$277,946.24</u>			
3. Fixed Fee (Profit): Rate = 12.00%, 10.00% and 10.00%, (Fixed Fee = S * Percent Complete)	<u>\$ 57,534.19</u>			
4. Direct Expense Costs: (Attach Supporting Documentation)	<u>\$ 24,262.50</u>			
Net Earnings Totals:	<u>\$574,362.99</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: _____