

AMENDMENT NO. 4 TO Mn/DOT CONTRACT NO. 85907

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

Total Contract Amount:	\$614,277.75
Original Contract Amount:	\$486,722.72
Previous Amendment(s) Total:	\$ 87,640.27
Current Amendment Amount:	\$ 39,914.76

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") and URS Corporation ("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. During review of the 95% of the Contractor's submittal, the State added four additional tasks and requested the Contractor to incorporate the results in of the additional tasks in the final report. This amendment is for extra work and time that are necessary to complete the project.
3. Exhibits B-4 through C-4 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: ~~September 30, 2006~~, **March 30, 2007**, 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:

- 8.11 Search for steel toughness for the time period of the original construction of Bridge 9340 and advise on a typical range of Charpy V-Notch toughness values for the steel used in the bridge for use as Guidelines for Inspection Cycles.**
- 8.12 Investigate to compare various rating methods: Allowable Stress Design (ASD), Load Factor Design (LFD), Load and Resistance Factor Design (LRFD) and Load Resistance Factor Rating (LRFR) as well as different rating levels for overweight trucks for the bridge. Use the LRFR rating criteria to review the most critical bridge members from a force interaction perspective.**
- 8.13 Develop a prioritized list of critical members for determining the inspection cycles of truss chords requiring a close-up inspection with the hatch cover plates removed.**
- 8.14 Summarize and tabulate the results from Tasks 8.12 and 8.13, and incorporate the results from Tasks 8.11 through 8.13 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

- 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

~~June 30, 2006~~ **December 28, 2007**

- 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:	\$214,620.06	<u>\$229,290.38</u>
2. Overhead:	\$277,946.24	<u>\$296,146.24</u>
3. Fixed Fee:	\$ -57,534.19	<u>\$ 61,478.63</u>
4. Direct Expenses:	\$ -24,262.50	<u>\$ 27,362.50</u>
 Total Contract Amount:	 \$574,362.99	 <u>\$614,277.75</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% **and 124.06%** 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 **and Exhibit B-4** Any other direct costs not listed in Exhibit B and Exhibit B-1 and Exhibit B-2 and Exhibit B-3 **and Exhibit B-4** 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 **and Exhibit B-4** 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
~~\$574,362.99~~ **\$614,277.75.**

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 INTENSIONALLY LEFT BLANK.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.13 and §16C.05.

Signed: [Signature]
Date: 10-6-2006
CFMS Contract No. A- 57100

DEPARTMENT OF TRANSPORTATION

By: [Signature]
(with delegated authority)
Title: Richard A. Stehr
Division Director
Date: 10/12/06

ORIGINAL SIGNED BY

CONTRACTOR

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

By: [Signature]
Title: V.P.
Date: 10/11/06

COMMISSIONER OF ADMINISTRATION

By: [Signature]
Date: 10/9/06

By: [Signature]
Title: V.P.
Date: 10-4-2006

**Exhibit B-4
Budget Table**

Direct Labor - Amendment 4

Description	Project Manager	Project Engineer	Design Engineer	Total
1. Guidelines for Inspection Cycles	4	40	16	60
2. Load Ratings Under Combined Load Effects	8	40	64	112
3. Prioritized Lost of Critical Members for Close-up Inspection	4	8	16	28
4. Completion of Final Report	32	48	56	136
Total Labor Hours	48	136	152	336

Direct Expenses - Amendment 4

	COST
Local Mileage	\$100.00
Printing	\$3,000.00
Total Direct Expenses Amount	\$3,100.00

Total Costs - Amendment 4

Employee Classification	Rate	Hours	Amount
Project Manager	\$56.44	48	\$2,709.12
Project Engineer	\$49.00	136	\$6,664.00
Design Engineer	\$34.85	152	\$5,297.20
Labor Subtotal		336	\$14,670.32
Overhead	124.06%		\$18,200.00
Subtotal			\$32,870.32
Fixed Fee	12.00%		\$3,944.44
Direct Expenses			\$3,100.00
Total Amendment 4 Amount			\$39,914.76

Total Amended Contract Cost

	Original Contract	Amendment No. 1	Amendment No. 2	Amendment No. 3	Amendment No. 4	Revised Amounts
Labor	\$179,743.52	\$15,408.00	\$11,107.14	\$8,361.40	\$14,670.32	\$229,290.38
Overhead	\$234,133.91	\$19,568.16	\$13,831.72	\$10,412.45	\$18,200.00	\$296,146.24
Fixed Fee	\$49,665.29	\$3,497.62	\$2,493.89	\$1,877.39	\$3,944.44	\$61,478.63
Direct Expense	\$23,180.00	\$1,082.50	\$0.00	\$0.00	\$3,100.00	\$27,362.50
Total Cost	\$486,722.72	\$39,556.28	\$27,432.75	\$20,651.24	\$39,914.76	\$614,277.75

**Exhibit C-4
Invoice**

INVOICE NO. _____

To: Consultant Services Section
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: ~~September 30, 2006~~ **March 30, 2007**
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 Labor Costs: (See Exhibit B-4 for Breakdown)	<u>\$229,290.38</u>			
2. Overhead Costs: Rate = 130.26% , 127.00%, 124.53% and 124.06% (Salary*Overhead Rate)	<u>\$296,146.24</u>			
3. Fixed Fee (Profit) Costs: Rate = 12.00%, 10.00%, 10.00% and 10.00%. (Fixed Fee = \$ * Percent Complete)	<u>\$61,478.63</u>			
4. Direct Expense Costs: (Attach Supporting Documentation)	<u>\$ 27,362.50</u>			
Net Earnings Totals:	<u>\$614,277.75</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 Totals 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: _____