

**AMENDMENT NO. 5 TO Mn/DOT CONTRACT NO. 85907**

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

Total Contract Amount: \$ 635,840.69  
Original Contract Amount: \$ 486,722.72  
Previous Amendment(s) Total: \$ 127,555.03  
Current Amendment Amount: \$ 21,562.94

---

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 indicate that it is critical for the State to have bridge repair plans prepared for construction letting in the spring of 2007.
2. The original contract is being amended because the State is in need of Contractor assistance in the inspection of superstructure steel welds for Bridge 9340.
3. Exhibits B-5 through C-5 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: ~~March 30, 2007~~ **March 30, 2008**, 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.** Exhibit A "**Scope of Work and Deliverables**" is amended as follows:

**Under Section 3 "Detailed Project Tasks" insert the following:**

**Task 15 – Bridge Inspection**

**Contractor will assist Mn/DOT as it conducts an in-depth fracture critical inspection of the superstructure welds for Bridge 9340:**

- **Inspections will be performed by Mn/DOT personnel. They will begin in the spring of 2007. The south truss span will be the first unit inspected. An inspection progress meeting will be scheduled by Mn/DOT’s inspection staff at approximately the mid point of south truss span inspections.**
- **Contractor will be on-site a minimum of two days prior to the progress meeting to observe inspection procedures and the progress of inspections, and to review all inspection reports completed to date.**
- **Contractor will attend and participate in the progress meeting. Items of discussion will include the overall status of inspections to date, the inspection/testing procedures being utilized, and any questions or concerns of the inspection personnel.**

**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:	<del>\$229,290.38</del>	<b><u>\$226,370.70</u></b>
2. Overhead:	<del>\$296,146.24</del>	<b><u>\$304,680.15</u></b>
3. Fixed Fee:	<del>\$ 61,478.63</del>	<b><u>\$ 63,352.34</u></b>
4. Direct Expenses:	<del>\$ 27,362.50</del>	<b><u>\$ 31,437.50</u></b>
Total Contract Amount:	<del>\$614,277.75</del>	<b><u>\$635,840.69</u></b>

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% and **120.53%** 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 and Exhibit B-4 **and Exhibit B-5** 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 **and Exhibit B-5** 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 **and Exhibit B-5** 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 ~~\$614,277.75~~ **\$635,840.69.**

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.15 and §16C.05.

Signed: [Signature]  
Date: 4.3.2007  
CFMS Contract No. A- 57100

**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: 3/22/07

By: [Signature]  
Title: V.P.  
Date: 3/26/2007

**DEPARTMENT OF TRANSPORTATION**

By: ORIGINAL SIGNED BY  
(Official Signature Authority)  
**Richard Arnebeck**  
Title: Division Director  
Date: 4/4/07

**COMMISSIONER OF ADMINISTRATION**

By: [Signature]  
Date: 4/5/07

## Exhibit B-5

## Budget Table

## DIRECT LABOR FOR BRIDGE INSPECTION ASSISTANCE - Amendment 5

SHEET TITLE / TASK	Proj. Mgr.	Proj. Engr.	Des. Engr.	CAAD Tech	QA/QC	TOTAL
DIRECT LABOR RATE	\$58.52	\$51.20				\$52.06
BRIDGE INSPECTION ASSISTANCE	16	120				
TOTAL HOURS	16	120	0	0	0	136.00
<b>DIRECT LABOR</b>	<b>\$936.32</b>	<b>\$6,144.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,080.32</b>

## DIRECT EXPENSES FOR BRIDGE INSPECTION ASSISTANCE - Amendment 5

ITEM	QUANTITY	UNIT	UNIT COST	COST
LOCAL MILEAGE	100	Miles	\$0.45	\$45.00
LONG DISTANCE TRAVEL	2	Trip	\$2,000.00	\$4,000.00
BLACKLINE PRINTS		Copy		
PHOTOGRAPHY	100	Photo	\$0.300	\$30.00
<b>DIRECT EXPENSES</b>				<b>\$4,075.00</b>

## COST FOR BRIDGE INSPECTION ASSISTANCE - Amendment 5

Direct Labor	\$7,080.32
Overhead at 120.53%	\$8,533.91
Fixed Fee @ 12%	\$1,873.71
Direct Expenses	\$4,075.00
<b>Total Contract Amount</b>	<b>\$21,562.94</b>

## TOTAL AMENDED CONTRACT COST

	Previous Contract	Amendment No. 5	Revised Amounts
Labor	\$229,290.38	\$7,080.32	\$236,370.70
Overhead	\$296,146.24	\$8,533.91	\$304,680.15
Fixed Fee	\$61,478.63	\$1,873.71	\$63,352.34
Direct Expense	\$27,362.50	\$4,075.00	\$31,437.50
<b>Total Cost</b>	<b>\$614,277.75</b>	<b>\$21,562.94</b>	<b>\$635,840.69</b>

**Exhibit C-5  
Invoice**

INVOICE NO. \_\_\_\_\_

To: 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: ~~March 30, 2007~~ **March 30, 2008**  
 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-5 for Breakdown)	\$226,370.70			
2. Overhead Costs: Rate = 130.26% and 127.00% and 124.53% and 124.06% and 120.53% (Salary*Overhead Rate)	\$304,680.15			
3. Fixed Fee (Profit) Costs: Rate = 12.00%, 10.00%, 10.00%, 12.00% and 12.00%. (Fixed Fee = \$ * Percent Complete)	\$ 63,352.34			
4. Direct Expense Costs: (Attach Supporting Documentation)	\$ 31,437.50			
<b>Net Earnings Totals:</b>	<b>\$635,840.69</b>			
<b>Total Amount Due This Invoice:</b>				

Activity Code	Total Billing to Date	Amount Previously Billed	Billed This Invoice
N/A			
N/A			
N/A			
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: \_\_\_\_\_