

**SUPPLEMENTAL AGREEMENT NO. 2**

CONTRACTOR; CS McCrossan Construction Inc.			FEDERAL PROJECT NO. ER MN07 (310)			STATE PROJECT NO. S.P. 141-998-023 <i>et al</i>		
ADDRESS: 7865 Jefferson Hwy PO Box 1240 Maple Grove MN 55311			LOCATION OF WORK Various locations throughout the City of Minneapolis.					
GROUP NO.	APPR.	AMOUNT	GROUP NO.	APPR.	AMOUNT	GROUP NO.	APPR.	AMOUNT
DATE ENCUMBERED				ORIGINAL ENCUMBRANCE:			SA TOTAL \$0.00	
BY: Individual signing certifies that funds have been encumbered as required by Minn. Stat. § 16A.15				\$ ENCUMBERED TO DATE:				

This Contract is between the State of Minnesota, acting through its Commissioner of Transportation, and Contractor as follows:

WHEREAS: This Contract provides for, among other things, milling, paving, striping and loop detector installation; and

WHEREAS: Special Provision S-38.13 addresses longitudinal, transverse and cold joints of bituminous pavement; and

WHEREAS: The Engineer has determined that because of an oversight the last two paragraphs in section S-38-13 do not apply to the contract and shall be deleted, this Special Provision should be revised.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AND UNDERSTOOD THAT:

1. Special Provision S-38.13 is hereby changed to read:

*S- 38.13 Joints*

**The Contractor shall define a paving pattern such that the number of cold joints are minimized.**

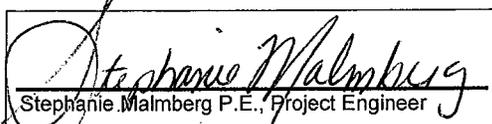
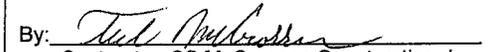
*All cold joints (transverse and longitudinal) are to be cut vertically for the full depth of the matching asphalt thickness placed previously. All longitudinal joints are to be matched with adjacent passes as much as practical and the maximum length of each adjacent pass shall not exceed 800 feet during paving. At the end of the day's paving no more than 800 feet (longitudinal) shall be created and prior to the next paving activity this longitudinal shall be cut vertically to match the next pass.*

2. The Contractor will not make claim of any kind or character whatsoever for any other costs or expenses which he may have incurred or which he may hereafter incur in performing the work and furnishing the materials required by this Agreement.

Item No.	Item	ESTIMATE OF COST		Quantity	Amount	Group
		Unit	Unit Price			

NONE

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<p> Stephanie Malmberg P.E., Project Engineer</p> <p>Dated: <u>6-28-11</u></p> <p>By:  Contractor, CS McCrossan Construction, Inc.</p> <p>Dated: <u>6/28/11</u></p> <p>Assistant District Engineer</p> <p>Dated: _____</p>	<p>Commissioner of Transportation:</p> <p>By: _____ Pursuant to Delegation</p> <p>Dated: _____</p>	<p>Commissioner of Administration</p> <p>By: _____ Commissioner of Administration or Pursuant to Delegation</p> <p>Dated: _____</p>
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