

SUPPLEMENTAL AGREEMENT NO. 3

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 6/15/11				ORIGINAL ENCUMBRANCE: \$2,338,438.95			SA TOTAL \$81,075	
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: This Contract provides for 2232.501, Milling Bituminous Surface; and
- WHEREAS: There are locations adjacent to the roadway which are sunken and/or badly deteriorated and consist of concrete; and
- WHEREAS: The Engineer has determined that these areas create safety and drainage issues; and
- WHEREAS: The Engineer has determined that these areas are best handled by milling a portion of the concrete surface and placing Type SP 12.5 Wearing Course Mixture SPWEB540L on top so surface is flush with the adjacent roadway; and
- WHEREAS: The Engineer has determined that to insure the longevity of the new pavement the paving boundaries should be extended to include the deteriorated concrete portions directly adjacent to the project; and
- WHEREAS: The Engineer has further determined that this constitutes a changed condition since the plans were initially approved and shall be paid for at a special negotiated rate which includes compensation for extra effort, time and equipment needed to accomplish this extra work and shall be paid for under

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

1. The City of Minneapolis shall:
 - a. Identify with paint where concrete milling will be required
2. The Contractor shall:
 - a. Agree that payment for all of the work identified will be at the Negotiated Unit Price (see below).
 - b. Understand that the contract time will not be revised.
 - c. Make no claim of any kind or character whatsoever for any other costs or expenses that he may have incurred or that may be hereafter incurred in performing the work and furnishing the materials required by this Agreement.

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Negotiated Items

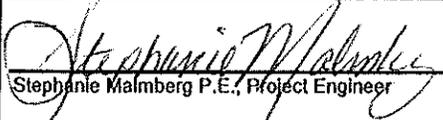
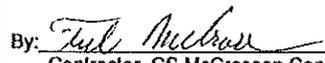
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTY	AMOUNT
2232.502	MILL CONCRETE PAVEMENT SURFACE (1.5")	SY	\$ 5.10	500	\$2,550.00

ESTIMATE OF COST

Net change this Agreement \$2,550.00

Distribution of funds: \$2,550.00 in GROUP 1, 100% participating

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<p> Stephanie Malmberg P.E., Project Engineer</p> <p>Dated: <u>8-31-11</u> <u>9-8-11</u></p> <p>By:  Contractor, CS McCrossan Construction, Inc.</p> <p>Dated: <u>8-31-11</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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Elisabattas 9-12-2011
DATE

for Metro District State Aid Engineer
For Funding Approval Only