

SUPPLEMENTAL AGREEMENT NO. 5

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 Industrial Bldv 3 rd St S and Chicago					
GROUP NO.	APPR.	AMOUNT	GROUP NO.	APPR.	AMOUNT	GROUP NO.	APPR.	AMOUNT
DATE ENCUMBERED 6/15/11			ORIGINAL ENCUMBRANCE: \$2,338,438.95			SA 5 TOTAL \$ 10,941.63		
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: An unforeseen condition was encountered on 3rd St S which involved the discovery of reinforcement bars in the upper lift of bituminous; and
- WHEREAS: The Engineer has determined, after consulting with a Structural Engineer, that it would be safe to proceed to mill the surface and cut the reinforcing bars;
- WHEREAS: The removal of the reinforcing bars was documented as a Force Account and paid for as a lump sum of \$ 6461.52; and
- WHEREAS: Additional traffic control items were requested by MnDOT and the City which were not included in the lump sum; and
- WHEREAS: It was agreed that Portable Changeable Message signs (7 Unit Days) and 6 Special Construction signs (18.72 SF) would be paid for using the unit prices outlined in the "Additional Traffic Control Device" table; and
- WHEREAS: The Engineer has determined that the poly preform bike symbols provided by the Contractor do not concur with the City Standard and gave the contractor written notice of the required standard as this was not clearly provided in the Plans or Specifications; and
- WHEREAS: The Contractor claims that the notification defining the required Poly Preform bike standard was insufficient and they could not return what had been purchased; and
- WHEREAS: It was agreed that that the City would pay for half of the 26 remaining bike symbols at the purchase cost of \$187.47 each, resulting in a reimbursement of \$2,437.11.

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

1. The Contractor shall:
 - a. Agree that payment for all of the work identified will be paid at the agreed upon prices below (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.

LINE	ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	AMOUNT
SA 5-1	2104.601	REMOVE REINFORCEMENT BARS	LS	\$ 6,461.52	1.00	\$ 6,461.52
SA5-2	2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	\$ 225.00	7.00	\$ 1,575.00
SA 5-3	2563.618	CONSTRUCTION SIGN SPECIAL	SF	\$ 25.00	18.72	\$ 468.00
SA 5-4	2582.501	POLY PREFORM PAVEMENT MESSAGE	EACH	\$ 187.47	13.00	\$ 2,437.11
TOTAL AMOUNT FOR SA 5						\$ 10,941.63

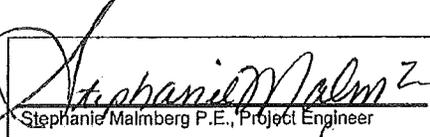
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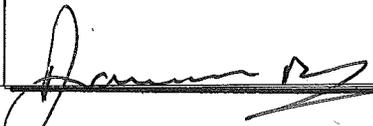
ESTIMATE OF COST

Increase in the Supplemental Agreement \$10,941.63

Distribution of funds: \$8504.52 in Group 1, \$2,437.11 in Group 2

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 Stephanie Malmberg P.E., Project Engineer Dated: <u>3 - 23 - 12</u> By:  Contractor, CS McCrossan Construction, Inc. Dated: <u>3 - 23 - 12</u> Assistant District Engineer Dated: _____	Commissioner of Transportation: By: _____ Pursuant to Delegation Dated: _____	Commissioner of Administration By: _____ Commissioner of Administration or Pursuant to Delegation Dated: _____
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DATE 3/23/2012
Metro District State Aid Engineer
for Funding Approval Only