STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES

SERVICES CONTRACT AMENDMENT NO. (4)

Board of Trustees of the
Minnesota State Colleges and Universities Metropolitan
State University

Corval Group
1633 Eustis Street Saint Paul, MN 55108

Original Contract Effective Date: 7/1/2016
Original Contract Expiration Date: 6/30/2019
Amended Contract Expiration Date: 6/30/2021

This amendment is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf Metropolitan State University on behalf of Metropolitan State University (hereinafter “MINNESOTA STATE”), and Corval Group, 1633 Eustis Street, St. Paul, 55108, an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

Recitals

WHEREAS, MINNESOTA STATE has a contract with the CONTRACTOR (hereinafter “Original Contract”) to provide HVAC systems operation and preventative maintenance on the St. Paul Campus, and

WHEREAS, MINNESOTA STATE and the CONTRACTOR are willing to amend the Original Contract as stated below,

NOW THEREFORE, it is agreed:

Contract Amendment

In this Amendment, deleted contract terms will be struck out and the added contract terms will be underlined.

REVISION 1. TERM OF CONTRACT is amended as follows:

This contract shall be effective on July 1, 2016 or upon the date the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until June 30, 2021 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MINNESOTA STATE’s authorized representative.

REVISION 2. CONSIDERATION AND TERMS OF PAYMENT is amended as follows:

a. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MINNESOTA STATE as follows:

   i. Compensation of
      FYI 17-Two Hundred Thirty-Two Thousand Nine Hundred Sixty and 00/100 Dollars ($232,960.00)
Work time during regular hours up to 3:30pm @ $112.00 per hour.
Work time during working hours between 3:30-5:30pm @ $168.00 per hour.
Additional work during after-hour (after 5:30pm), weekends, and holidays @ $224.00 per hour.
FYI 18-Two Hundred Thirty-Seven Thousand One Hundred Twenty and 00/100 Dollars ($237,120.00)

Work time during regular hours up to 3:30pm @ $114.00 per hour.
Work time during working hours between 3:30-5:30pm @ $171.00 per hour.
Additional work during after-hour (after 5:30pm), weekends, and holidays @ $228.00 per hour. FY19-Two
Hundred Forty-One Thousand Two Hundred Eighty and 00/100 Dollars ($241,280.00)

Work time during regular hours up to 3:30pm @ $116.00 per hour.
Work time during working hours between 3:30-5:30pm @ $174.00 per hour.
Additional work during after-hour (after 5:30pm), weekends, and holidays @ $232.00 per hour. FY20-
Two Hundred Forty-One Thousand Two Hundred Eighty and 00/100 Dollars ($241,280.00)

Work time during regular hours up to 3:30pm @ $116.00 per hour.
Work time during working hours between 3:30-5:30pm @ $174.00 per hour.
Additional work during after-hour (after 5:30pm), weekends, and holidays @ $232.00 per hour.
FY21-Forty-Three Thousand Three Hundred Sixty and 00/100 Dollars ($43,360.00)
Two Hundred Forty-Three Thousand Three Hundred Sixty and 00/100 Dollars ($243,360.00).

Work time during regular hours up to 3:30pm @ $117.00 per hour.
Work time during working hours between 3:30-5:30pm @ $175.50 per hour.
Additional work during after-hour (after 5:30pm), weekends, and holidays @ $234.00 per hour.

ii. The **total obligation** of MINNESOTA STATE for all compensation and reimbursement to the
CONTRACTOR shall not exceed Nine Hundred Ninety-Nine Thousand and 00/100 Dollars ($999,000.00)
One Million Two Hundred Twenty Five and 00/100 Dollars ($1,250,000.00).

b. Terms of Payment.

i. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR’S presentation of
invoices for services performed and acceptance of such services by MINNESOTA STATE's authorized
representative. Invoices shall be presented by CONTRACTOR according to the following schedule:

* Main Campus (to include Founders Hall, St. John's Hall, New Main, Library, Library Skyway,
  Science Education Center, Science Education Center Skyway, Institute on
  Community Engagement and Scholarship, and Fine Arts Studio)

* Parking Ramp

* Student Center
Customer agrees to make payments to CORVAL GROUP within 30 Calendars days from the date
of each invoice.

ii. Retainage. No more than 90% of the amount due will be paid by MINNESOTA STATE until all the
services in this contract have been reviewed by MINNESOTA STATE's authorized representative.
The balance due will be paid when MINNESOTA STATE's authorized representative determines that CONTRACTOR has satisfactorily fulfilled all the terms of this contract.

i. Nonresident Aliens. Pursuant to 26 U.S.C. (1441, MINNESOTA STATE is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code 57701 (b). MINNESOTA STATE will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MINNESOTA STATE makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MINNESOTA STATE does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MINNESOTA STATE harmless for any taxes owed and any interest or penalties assessed.

Except as amended above, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

The rest of this page intentionally left blank. Signature page to follow.
IN WITNESS WHEREOF, the parties have caused this amendment to be duly executed intending to be bound thereby.

APPROVED:

1. **CONTRACTOR: CORVAL GROUP:**
   CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

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2. **VERIFIED AS TO ENCUMBRANCE:**
   Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

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<th>Digitally signed by Carlos Vazquez</th>
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<tr>
<td>Title</td>
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3. **MINNESOTA STATE COLLEGES AND UNIVERSITIES METROPOLITAN STATE UNIVERSITY:**

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<th>Digitally signed by Virginia Arthur</th>
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4. **AS TO FORM AND EXECUTION:**

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