# CONSULTANT SUPPLEMENTAL AGREEMENT/CONTRACT AMENDMENT

## FOR STATE OF MINNESOTA PROFESSIONAL AND TECHNICAL SERVICES

**MASTER CONTRACT**

<table>
<thead>
<tr>
<th>PROJECT NAME:</th>
<th>Construction Testing and Inspection Services</th>
<th>CONSULTANT:</th>
<th>Professional Service Industries</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOCATION:</td>
<td>Various in MN</td>
<td>ADDRESS:</td>
<td>2915 Waters Rd #112</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Eagan, MN 55121</td>
</tr>
</tbody>
</table>

To Be Completed by State:

<table>
<thead>
<tr>
<th>Business Unit</th>
<th>Accounting Date</th>
<th>Fund</th>
<th>DeptID</th>
<th>AppropID</th>
<th>Category</th>
<th>Account</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Vendor Number</td>
<td>0000211573</td>
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<td></td>
<td></td>
<td></td>
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<td>$0.00</td>
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<table>
<thead>
<tr>
<th>Contract Number</th>
<th>PC BU</th>
<th>Project Number</th>
<th>Activity</th>
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<tbody>
<tr>
<td>85263/T#15AT01</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Individual signing certifies that funds have been encumbered as required by Minnesota Statute §§16A.15 AND 16C.05]

<table>
<thead>
<tr>
<th>Date</th>
<th>Order Number</th>
<th>Line Number</th>
<th>Enter by</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/31/17</td>
<td>N/A</td>
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</table>

**Contract Begin Date:** 12/09/2014  
**Current Est'd Expiration Date:** 10/31/2017  
**Revised Est'd Expiration Date:** 10/31/2018

### SUPPLEMENTAL AGREEMENT/CONTRACT AMENDMENT NO. # 3

This SUPPLEMENTAL AGREEMENT/CONTRACT AMENDMENT is made by and between the STATE of MINNESOTA, acting through its Commissioner of Administration, “STATE,” and, Professional Service Industries, 2915 Waters Rd #112, Eagan, MN 55121, “CONSULTANT.”

WHEREAS, STATE and CONSULTANT have entered into a contract, known as Department of Administration Contract No. 85263 for Construction Testing and Inspection Services; which was effective on December 9, 2014.

WHEREAS,

1. The original contract called for construction testing and inspection services.

2. Paragraph 1.3, provides for an expiration date of October 31, 2017 and the STATE and CONSULTANT wish to extend the Master Contract.

3. It is necessary to modify the original contract to include the Certification of Nondiscrimination clause.

NOW THEREFORE, it is mutually agreed to amend Contract No. 85263 as follows:

1. Paragraph 1.3 language determining expiration date of this contract shall be changed to October 31, 2018.

2. **Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)**
   
The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not
limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.
IN WITNESS WHEREOF, STATE has caused this Supplemental Agreement/Contract Amendment to be duly executed on its behalf and CONSULTANT has caused the same to be duly executed on its behalf.

This Supplemental Agreement/Contract Amendment may be executed in counterpart; once all parties have signed on one or separate copies, a copy signed by one party is binding on that party same as if signed by all remaining parties.

1. **STATE ENCUMBRANCE VERIFICATION**
   Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.
   
   **SWIFT Order Number:** N/A
   
   **Certification Signature:** Delma Noodling
   
   **Date:** 8/31/17

2. **CONSULTANT: Professional Service Industries**
   CONSULTANT certifies that the appropriate person(s) have executed the Agreement on behalf of the CONSULTANT as required by applicable articles, by-laws, resolutions, or ordinances.
   
   **By:**
   
   **Printed Name:** Brandon Sueger
   
   **Title:** Branch Manager
   
   **Date:** 8/19/2017

3. **STATE AGENCY: Department of Administration**
   Contract approval and certification that state funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.
   
   **By:**
   
   **Printed Name:** Gordon Christofferson
   
   **Title:** Project Operations Manager
   
   **Date:** 8/31/17

4. **COMMISSIONER OF ADMINISTRATION, as delegated to Materials Management Division**
   
   **By:**
   
   **Date:** 9-6-17

Distribution:
Agency – Original (fully executed) Contract
Department of Administration
Contractor
State Authorized Representative
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh USA Inc.  
500 Dallas Street, Suite 1500  
Houston, TX 77002  
Attn: Houston.Certs@Marsh.com

**CONTACT**
NAME:  
PHONE:  
EMAIL:  
FAX:  
ADDRESS:  
INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Zurich American Insurance Company 16535  
INSURER B: Greenwich Insurance Company 22232  
INSURER C: Navigators Insurance Company 42307  
INSURER D: XL Specialty Insurance Company 37685  
INSURER E: American Guarantee & Liability Ins Co 26247  
INSURER F:  

**INURED**
PROFESSIONAL SERVICE INDUSTRIES, INC.  
2915 WATERS ROAD, SUITE 112  
EAGAN, MN 55121

**COVERAGE**  
**CERTIFICATE NUMBER:** HOU-002866974-04  
**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND LIMITATIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED SUBROG</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>GLO5415655-03</td>
<td>10/01/2016</td>
<td>10/01/2017</td>
<td>EACH OCCURRENCE $5,000,000</td>
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<tr>
<td></td>
<td></td>
<td>OCCUR</td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES /</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>(EA occurrence)</td>
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<td>MED EXP / (Any one person)</td>
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<td>PERSONAL &amp; ADV INJURY</td>
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<td>GENERAL AGGREGATE</td>
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<td>PRODUCTS / COMPROP AGG</td>
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<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
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<td>RAD9437814</td>
<td>10/01/2016</td>
<td>10/01/2017</td>
<td>COMBINED SINGLE LIMIT (EA accident)</td>
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<td>ANY AUTO</td>
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<td>BODILY INJURY (Per person)</td>
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<td>ALL OWNED AUTOS</td>
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<td>BODILY INJURY (Per accident)</td>
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<td>NON-OWNED AUTOS</td>
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<td>PROPERTY DAMAGE (Per accident)</td>
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<td>C</td>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
<td>CH16EXR854752IV</td>
<td>10/01/2016</td>
<td>10/01/2017</td>
<td>EACH OCCURRENCE $4,000,000</td>
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<td>EXCESS LIABILITY</td>
<td>CLAIMS-MADE</td>
<td></td>
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<td>AGGREGATE</td>
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<tr>
<td>D</td>
<td>WORKERS COMPENSATION and EMPLOYERS LIABILITY</td>
<td>N/A</td>
<td>RWC3001195 (ACS)</td>
<td>10/01/2016</td>
<td>10/01/2017</td>
<td>X PER STATUTE OTHER</td>
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<td>ANY PROPERTIES / PARTNERS / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in RH)</td>
<td>N/A</td>
<td>RWR2301196 (WI)</td>
<td>10/01/2016</td>
<td>10/01/2017</td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
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<td>If yes, describe under DESCRIPTION OF OPERATIONS below</td>
<td>N/A</td>
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<td></td>
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<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
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<tr>
<td></td>
<td>Excess of General Liability, Auto and Employers Liability</td>
<td>AUC3415694-03</td>
<td>10/01/2016</td>
<td>10/01/2017</td>
<td>Each Occurrence $6,000,000</td>
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</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project name: 0675952 New Freight Hall  
State of Minnesota, 305 Administration Building 50 Sherburne Avenue, St. Paul, Minnesota 55155 is included as additional insured (except as respects all coverage afforded by the Workers' Compensation and Professional Liability policies as required by written contract.

**CERTIFICATE HOLDER**  
The State of Minnesota  
Department of Administration  
Real Estate & Construction Services  
Attention: Taliia Landau Owan  
309 Administration Building  
St. Paul, MN 55155

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**  
of Marsh USA Inc.  
John Shahidi