

# ORIGINAL

## Weatherproofing Technologies, Inc.

### On-Call Roofing Maintenance and Repair Services

#### AGREEMENT FOR SERVICES # 347-S1310

#### AMENDMENT I

This Amendment I to that Agreement for Services #347-S1310, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Weatherproofing Technologies, Inc., a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is 3735 Green Road, Beachwood, Ohio, 44122, and whose local address is 629 Ruscello Court, El Dorado Hills, California 95762 (hereinafter referred to as "Contractor");

#### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide on-call roofing maintenance and repair services at various County-operated facilities, in accordance with Agreement for Services #347-S1310, dated January 28, 2013, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to revise fee structure of said Agreement, hereby amending **ARTICLE III – Compensation for Services**; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #347-S1310 shall be amended a first time as follows:

#### **ARTICLE III**

**Compensation for Services:** For services provided herein including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, effective January 28, 2013, the billing rates shall be in accordance with Exhibit "A-1", marked "Revised Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$30,000.00, inclusive of all Work Orders, costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado  
Chief Administrative Office  
Facilities Division  
3000 Fairlane Court, Suite One  
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XVII, Default, Termination, and Cancellation.

Except as herein amended, all other parts and sections of that Agreement #347-S1310 shall remain unchanged and in full force and effect.


**Contract Administrator Concurrence:**

By:     *RJ Fackrell*     Dated:     7/19/13      
Russell Fackrell  
Facilities Manager  
Chief Administrative Office

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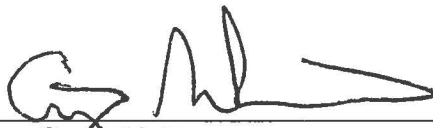
IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #347-S1310 on the dates indicated below.

-- COUNTY OF EL DORADO --

By:   
Terri Daly, Purchasing Agent  
Chief Administrative Office  
"County"

Dated: 7/24/13

-- WEATHERPROOFING TECHNOLOGIES, INC. --

By:   
Craig Nelson  
Vice President of Construction Operations  
"Contractor" AND CORPORATE SECRETARY

Dated: 7-18-2013

By: NA  
~~Walt Compernelle~~  
Operations Manager

Dated: \_\_\_\_\_

## **Exhibit A-1**

### **Revised Fee Schedule**

¼ Man Day (2 hours) - \$243.75

½ Man Day (4 hours) - \$487.50

¾ Man Day (6 hours) - \$731.25

1 Man Day (8 hours) - \$975.00

Contractor's invoices shall itemize the parts and materials to be paid for by County and shall list the amounts being charged to County for same.

Any Work Order issued for under \$2,000 shall have a 15% surcharge.



DEPARTMENT OF CONSUMER AFFAIRS

# Contractors State License Board

## Contractor's License Detail - License # 274072

**⚠️ DISCLAIMER:** A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ⇒ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- ⇒ Per [B&P 7071.17](#) , only construction related civil judgments reported to the CSLB are disclosed.
- ⇒ Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- ⇒ Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

<b>License Number</b>	<b>274072</b>	<b>Extract Date</b>	4/12/2013
<b>Business Information</b>	WEATHERPROOFING TECHNOLOGIES INC Business Phone Number: (216) 292-5000 3735 GREEN ROAD BEACHWOOD, OH 44122		
<b>Entity</b>	Corporation		
<b>Issue Date</b>	02/08/1972		
<b>Reissue Date</b>	10/02/1991		
<b>Expire Date</b>	10/31/2013		
<b>License Status</b>	<b>ACTIVE</b> This license is current and active. <b>All information below should be reviewed.</b>		
<b>Classifications</b>	<b>CLASS</b>	<b>DESCRIPTION</b>	
	C39	<a href="#">ROOFING</a>	
	B	<a href="#">GENERAL BUILDING CONTRACTOR</a>	
	<b>CONTRACTOR'S BOND</b>		
	This license filed a Contractor's Bond with <a href="#">LIBERTY MUTUAL INSURANCE COMPANY</a> .		
	<b>Bond Number:</b> 14054965		
	<b>Bond Amount:</b> \$12,500		
	<b>Effective Date:</b> 07/06/2010		
	<a href="#">Contractor's Bond History</a>		
	<b>BOND OF QUALIFYING INDIVIDUAL</b>		

**Bonding**

1. This license filed Bond of Qualifying Individual number **14054963** for JONES STEVEN LEMOIN in the amount of **\$12,500** with LIBERTY MUTUAL INSURANCE COMPANY.

**Effective Date:** 07/06/2010

BQI's Bond History

2. This license filed Bond of Qualifying Individual number **14055796** for TIMMER DOUGLAS ROBERT in the amount of **\$12,500** with LIBERTY MUTUAL INSURANCE COMPANY.

**Effective Date:** 08/18/2011

BQI's Bond History

**WORKERS' COMPENSATION**

This license has workers compensation insurance with AMERICAN ZURICH INSURANCE COMPANY

**Workers' Compensation**

**Policy Number:** WC9258788

**Effective Date:** 04/01/2012

**Expire Date:** 04/01/2014

Workers' Compensation History

Personnel listed on this license (current or disassociated) are listed on other licenses.

<a href="#">Personnel List</a>	<a href="#">Other Licenses</a>
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