

# ORIGINAL

## Weatherproofing Technologies, Inc.

### On-Call Roofing Maintenance and Repair Services

#### AGREEMENT FOR SERVICES # 347-S1310

#### AMENDMENT II

This Amendment II 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 and Amendment I dated July 24, 2013, both incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to revise the total amount of said Agreement to \$60,000.00, hereby replacing **ARTICLE III – Compensation for Services**; and

**WHEREAS**, the parties hereto have mutually agreed to add **ARTICLE XXXV – Audit by California State Auditor**.

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

**ARTICLE III is replaced to read as follows:**

**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 \$60,000.00, 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. 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.

**ARTICLE XXXV is added to read as follows:**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

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

**Contract Administrator Concurrence:**

By:  Dated: 3/24/14  
Russell Fackrell  
Facilities Manager  
Chief Administrative Office  
Department of Transportation

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

**-- COUNTY OF EL DORADO --**

By:  Dated: 3/28/14  
Terri Daly, Purchasing Agent  
Chief Administrative Office  
"County"

**-- WEATHERPROOFING TECHNOLOGIES, INC. --**

By:  Dated: 2-27-2014  
Craig Nelson  
Vice President of Construction Operations  
and Corporate Secretary  
"Contractor"



## **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.