National Joint Powers Alliance®

INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: OH01E-042909
GEOGRAPHIC AREA Northern Ohio

This Agreement dated 23 April 09, by and between the National Joint Powers Alliance,

hereinafter referred to as NJPA and Weatherproofing Technologies, Inc.
at the following address 3735 Green Road, Beachwood, OH 44122

hereinafter referred to as the CONTACTOR.

WITNESSETH: NJPA and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

A. The Contract Documents consist of this Agreement; the IFB Documents (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and IQCC General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications) and Addenda thereto, the Bid Deposit, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any), Notice of Award, and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Work Order Proposal Packages, etc.) issued hereunder.

B. The terms and conditions of a Purchase Order issued by an NJPA Member in connection with any Work Order, including supplemental technical specifications referenced therein, shall govern.

ARTICLE 2. SCOPE OF WORK

A. The Contractor shall provide the services required to develop each Work Order in accordance with the procedures for developing Work Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.

B. Each Work Order developed in accordance with this Agreement will be issued in connection with a Purchase Order by an individual NJPA Member. The Purchase Order will reference the Work Order and require the Contractor to perform the Detailed Scope of Work within the Work Order Completion Time for the Work Order Price.

C. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

ARTICLE 3. THE AGREEMENT PRICE

A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is $ 2,000,000.00 .

B. The Contractor shall perform any or all Tasks in the Construction Task Catalog (CTC) for the unit price appearing therein multiplied by the following Adjustment Factors:

a. Normal Working Hours (7:00 am to 4:00 pm Monday to Friday, except holidays) Adjustment Factor:

1.1152 .
(Specify to four (4) decimal places)

b. Other Than Normal Working Hours (4:00 pm to 7:00 am Monday to Friday, and all day Saturday, Sunday and Holidays) Adjustment Factor:

1.1709 .
(Specify to four (4) decimal places)

c. Non Pre-priced Adjustment Factor:

1.2000 .
(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

A. The term shall be four years. The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. NJPA may, for any reason, terminate this Agreement at any time.

B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By:

National Joint Powers Alliance

Cheryl L. Mytes

Authorized Signature

Contractor

Authorized Signature

Craig Nelson, Vice President Construction Operations

Print Name

Contract Number: OHOIE-042909-WTI **(assigned by NJPA)**