MODIFICATION NUMBER 1

National Joint Powers Alliance®

INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: OH02GB-080311

GEOGRAPHIC AREA: 2 NE OH

This Agreement dated August 16, 2011, by and between the National Joint Powers Alliance,

hereinafter referred to as NJPA and Variety Contractors, Inc. at the following address 5090 Park Avenue West, Seville, OH 44273.

hereinafter referred to as the CONTACTOR.

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

ARTICLE 1. CONTRACT DOCUMENTS

A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQC Standard Terms and Conditions and 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; State of Ohio Standard Contract Terms and Conditions, State of Ohio Supplemental Contract Terms and Conditions, and State of Ohio Special Terms and Conditions; all modifications issued thereto, including Supplemental Work Orders/Change Orders and written interpretations 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.

C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an NJPA Member, provide notification to NJPA or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQC.com or via facsimile to (864) 233-9100.

D. The Contractor shall, within two (2) business days of sending an Invoice to an NJPA Member, provide notification to NJPA or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQC.com or via facsimile to (864) 233-9100.

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 IQC 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 Zone set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Zone 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.

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

a. Normal Working Hours Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1134
(Specify to four (4) decimal places)

b. Other Than Normal Working Hours Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1561
(Specify to four (4) decimal places)

c. Normal Working Hours Non-Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0675
(Specify to four (4) decimal places)

d. Other Than Normal Working Hours Non-Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1091
(Specify to four (4) decimal places)

e. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.1209
(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

A. ARTICLE 5. SOFTWARE LICENSING

A. The Contractor shall be provided access to a Indefinite Quantity Contracting management system licensed to NJPA by EZIQC, LLC. The system includes PROGEN®, a Indefinite Quantity Contracting management tool that expedites the ordering and execution of work. The Contractor shall use PROGEN® to prepare and submit Price Proposals, subcontractor lists, and other requirements as determined by NJPA or an NJPA Member. The system also contains an electronic version of the Construction Task Catalog® for the Contractor's use in preparing Price Proposals. Use, in whole or in part, of PROGEN®, the Construction Task Catalog®, or any other Proprietary Information provided under the EZIQC System License specified below for any purpose other than to order and execute work under this Agreement for NJPA or an NJPA Member is strictly prohibited unless otherwise stated in writing by EZIQC, LLC. The Contractor hereby agrees to abide by the terms of the following IQC System License:

ARTICLE 6. IQC SYSTEM LICENSE

EZIQC, LLC through its agreement with NJPA, grants to Contractor, and Contractor hereby accepts from EZIQC, LLC for the term of this Agreement, a non-exclusive right, privilege, and license to utilize EZIQC, LLC's Indefinite Quantity Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing its responsibilities to NJPA or an NJPA Member under this Agreement. The Contractor hereby agrees that EZIQC, LLC's Proprietary Information shall include, but is not limited to, the PROGEN® software and support documentation, Construction Task Catalog®, training materials, and other proprietary materials provided to the Contractor by EZIQC, LLC or NJPA. Upon the expiration or termination of this Agreement, this IQC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to EZIQC, LLC.

The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to EZIQC, LLC for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of EZIQC, LLC. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of EZIQC, LLC in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor, subject to federal, state, and local laws related to public records disclosure.

In the event of a conflict in terms and conditions between this IQC System License and any other terms and conditions of this Agreement or any purchase order or similar purchasing document issued by NJPA or an NJPA Member, this IQC System License shall take precedence.

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

By:

National Joint Powers Alliance

Authorized Signature

TODD LYSCIO

Print Name

Contractor

Authorized Signature

James M Parnell - President/CEO

Print Name

Contract Number: OH01GB-080311-VCI (assigned by NJPA)