

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WATERPROOFING ASSOCIATES, INC.
FOR
ON-CALL ROOFING REPAIR SERVICES**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Waterproofing Associates, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California, and Waterproofing Associates, Inc. for On-Call Roofing Repair Services", dated September 28, 2018 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide roofing repair and replacement at various City facilities, and the Parties now wish to amend the Original Agreement to extend the term of the Agreement by two (2) years ending on June 30, 2023, and increase maximum compensation by \$200,000 for a new not-to-exceed amount of \$290,000, subject to budget appropriation.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

- 1. Exhibit B ("Schedule of Fees") is hereby replaced in its entirety by the attached Revised Exhibit B ("Schedule of Fees").
- 2. Section 2 of the Original Agreement, entitled "Term of Agreement" is hereby amended by deleting the existing Section 2 in its entirety and replacing it with the following:

"Unless otherwise set forth in the Agreement or unless this paragraph is subsequently modified by a written amendment to this

Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate June 30, 2023.”

3. All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

(Signatures continue on Page 3 of 4)

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

WATERPROOFING ASSOCIATES, INC.
a California corporation

Dated: 12/2/2019

By (Signature): 

Name: Steve Nash

Title: Vice-President

Principal Place of Business Address: 975 Terra Bella Avenue
Mountain View, California 94043

Email Address: dennis@roofwa.com

Telephone: (650) 937-1299

Fax: (650) 965-9005

"CONTRACTOR"

**AGREEMENT FOR THE PERFORMANCE OR SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
WATERPROOFING ASSOCIATES, INC.
FOR
ON-CALL ROOFING REPAIR SERVICES**

REVISED EXHIBIT B

SCHEDULE OF FEES

1) Roofer Labor Rate (fully loaded including all benefits, overhead, and profit):

Year 1	\$ 99 per hour
Year 2	\$ 105 per hour
Year 3	\$ 111 per hour
Year 4	\$ 118 per hour
Year 5	\$ 125 per hour

2) Overtime Rate

Year 1	\$125 per hour
Year 2	\$132 per hour
Year 3	\$140 per hour
Year 4	\$177 per hour
Year 5	\$187.50 per hour