

ADDENDUM TO JOB ORDER CONTRACT

THIS ADDENDUM TO AGREEMENT (“Addendum”) is made and entered into this 7th day of October, 2014, by and between the City of Maricopa, an Arizona municipal corporation (“City”), and SDB, Inc., an Arizona corporation, (“JOC” or “SDB”) for demolition services.

WHEREAS, City desires to retain a contractor to furnish construction services and to make payment for the same in accordance with the terms and conditions set forth in the Agreement as modified by this Addendum, including all attachments, which are incorporated herein by mutual agreement of the parties; and

WHEREAS, in procuring these services City has complied with the cooperative purchasing procedures set forth in Section 3-223 of the City of Maricopa’s City Code; and

WHEREAS, the parties now desire to amend the Agreement approved on March 8, 2012 and extended on March 13, 2014 known as Contract No: JOC 1201-401 entered into between the City of Chandler and SDB, Inc. for job order contract services including general construction services (“Agreement”).

NOW, THEREFORE, City agrees to retain and does hereby retain SDB and SDB agrees to provide the services required according to the terms and conditions and for the consideration hereinafter set forth in the Agreement which shall be amended as follows:

1. All reference to “CITY” in the Agreement shall refer to the City of Maricopa, Arizona, an Arizona municipal corporation.

2. The following provisions shall be added to the Agreement:

A. SCOPE OF WORK: JOC agrees to provide demolition services for all structures located on APN 510-26-022B at 19599 N. John Wayne Parkway in Maricopa, Arizona as more specifically described in Exhibit A, which is attached hereto and incorporated herein.

B. COMPENSATION: In accordance with the terms and conditions of this Agreement, City shall compensate JOC as follows:

See attachment Exhibit A, which is incorporated into this Agreement.

In no event, shall the total compensation under this contract exceed an amount not to exceed Forty Five Thousand One and 00/100 Dollars (\$45,001.00) which includes a price of Forty Thousand Nine Hundred Ten and 00/100 Dollars (\$40,910.00) and a contingency of Four Thousand Ninety One and 00/100 Dollars (\$4,091.00). Exhausting the total amount payable for activities described in Section 2(A) above shall not relieve JOC of its obligations to perform such services. Should City request additional services beyond those specified in Section 2(A), Scope of Work, JOC shall charge, and City shall pay, a rate as mutually agreed upon in writing prior to JOC performing the additional services.

C. GOVERNING LAW AND VENUE: The terms and conditions of the Agreement and this Addendum shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in the Agreement or this Addendum shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of the Agreement or this Addendum or to recover any damages for and on account of the breach of any term or condition in the Agreement or this Addendum, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

D. NOTICES: All notices to the other party required under the Agreement or this Addendum shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to City:

City of Maricopa
City Manager
39700 West Civic Center Plaza
Maricopa, AZ 85139

If to JOC:

SDB, Inc.
Attn: Chris Larter
810 West First Street
Tempe, AZ 85281

E. STANDARD OF PERFORMANCE: While performing the services, JOC shall exercise the reasonable care and skill customarily exercised by reputable members of JOC's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its skill and expertise. JOC shall be responsible for all errors and omissions JOC commits in the performance of the Agreement and this Addendum that are a breach of this standard.

F. WAIVER OF TERMS AND CONDITIONS: The failure of City or JOC to insist in any one or more instances on performance of any of the terms or conditions of the Agreement or this Addendum or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

G. INDEPENDENT CONTRACTOR: JOC shall at all times during JOC's performance of the services retain JOC's status as independent contractor. JOC's employees shall under no circumstances be considered or held out to be employees or agents of City, and

City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or JOC.

H. NONASSIGNMENT: JOC agrees it will not transfer or assign any obligations, duties, rights or benefits under the Agreement or this Addendum to any person or entity without express written permission of the City. Permission of the City may be withheld with or without cause.

I. ENTIRE AGREEMENT: The Agreement, this Addendum and any attachments represent the entire agreement between City and JOC and supersedes all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of the Agreement or this Addendum shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

J. LICENSE: JOC represents and warrants that any license necessary to perform the services under the Agreement or this Addendum is current and valid. JOC understands that the activity described herein constitutes "doing business in the City of Maricopa" and JOC agrees to obtain a business tax license pursuant to Article 8-1 of the City of Maricopa's City Code and keep such license current during the term of this Agreement. Any activity by sub-consultants within the corporate city limits, will invoke the same business tax regulations on any sub-consultants, and JOC ensures its sub-consultants will obtain any required business tax license.

K. NO KICK-BACK CERTIFICATION: JOC warrants that no person has been employed or retained to solicit or secure the Agreement or this Addendum upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has an interest, financially or otherwise, in JOC. For breach or violation of this warranty, the City shall have the right to annul the Agreement and this Addendum without liability, or at its discretion to deduct from the compensation to be paid JOC hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

3. All other terms and conditions of the Agreement are to continue in full force and effect as stated and agreed to in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed by their duly authorized representatives as of the day and year first above written.

JOC:

SDB, Inc. _____

By: _____

Title: _____

CITY OF MARICOPA
An Arizona municipal corporation

Christian Price
Mayor

ATTEST:

APPROVED AS TO FORM:

Vanessa Bueras
City Clerk

Denis M. Fitzgibbons
City Attorney



SDB, inc.
810 West First Street
Tempe, AZ 85281
(480) 967-5810 Fax (480) 967-5841

BID PROPOSAL

Table with customer and bid details: CUSTOMER: Town of Maricopa, ADDRESS: 39700 W Civic Center Plaza, Maricopa AZ, JOB DESC.: Maricopa Building Demo, CONTACT: Josh Plumb, BID DATE: 6/19/2014, PROPOSAL NO.: , PROPOSAL TYPE.: JOC

We are pleased to propose the following:

Demo all structures on site. Clear site. Apply 2" of DG to clear site.

Summary table: Sub-Total \$ 33,810.00, Coefficient \$ 7,100.00, TOTAL \$ 40,910.00

CLARIFICATIONS

- 1) Includes dust control permit, neshap.
2) Includes allowance for abatement.
3)

EXCLUSIONS

- 1) Permits
2) Premium time unless otherwise indicated
3) Removal of Hazardous Waste

Thank you,

SDB, inc.

Chris Larter

Prepared by

Reviewed by

Accepted by:

Town of Maricopa



Job Name: Maricopa Building Demo
COC Job #: _____
Location: _____

Date Submitted: 09/04/14
SDB Est #: -
SDB Job #: --

CSI	Description	Cost
01	Division 1 - General Requirements	\$ 6,475.00
02	Division 2 - Existing Conditions	\$ 5,000.00
03	Division 3 - Concrete	\$ -
04	Division 4 - Masonry	\$ 14,695.00
05	Division 5 - Steel	\$ -
06	Division 6 - Wood & Plastics	\$ -
07	Division 7 - Therm & Moist Protection	\$ -
08	Division 8 - Doors & Windows	\$ -
09	Division 9 - Finishes	\$ -
10	Division 10 - Specialties	\$ -
11	Division 11 - Equipment	\$ -
12	Division 12 - Furnishings	\$ -
13	Division 13 - Special Construction	\$ -
14	Division 14 - Conveying Systems	\$ -
21	Division 21 - Fire Suppression	\$ -
22	Division 22 - Plumbing	\$ -
23	Division 23 - HVAC	\$ -
25	Division 25 - Integrated Automation	\$ -
26	Division 26 - Electrical	\$ -
27	Division 27 - Communications	\$ -
28	Division 28 - Electrical Safety & Security	\$ -
31	Division 31 - Earthwork	\$ -
32	Division 32 - Exterior Improvements	\$ 7,640.00
33	Division 33 - Utilities	\$ -
34	Division 34 - Transportation	\$ -
35	Division 35 - Waterway & Marine Construction	\$ -
40	Division 40 - Process Integration	\$ -
41	Division 41 - Material Processing Equipment	\$ -
42	Division 42 - Process Drying Equipment	\$ -
43	Division 43 - Process Gas Systems	\$ -
44	Division 44 - Pollution Control Equipment	\$ -
45	Division 45 - Industrial Manufacturing Equipment	\$ -
48	Division 48 - Electrical Power Generation	\$ -
Sub Total		\$ 33,810.00
Coefficient 21.0%		\$ 7,100.00
Total		\$ 40,910.00

DIVISION BREAKDOWN					
QUAN	CSI	Description	Unit	\$ per Unit	Total
Division 1 - General Requirements					
16.0	01-3105	Project Manager	EA	\$ 70.00	\$ 1,120.00
72.0	01-3120	Superintendent	EA	\$ 55.00	\$ 3,960.00
1.0	01-4130	Dust Control	EA	\$ 1,395.00	\$ 1,395.00
Total - Division 1 - General Requirements					\$ 6,475.00

QUAN	CSI	Description	Unit	\$ per Unit	Total
Division 2 - Existing Conditions					
1.0	02-8205	Asbestos Allowance	LS	\$ 5,000.00	\$ 5,000.00
Total - Division 2 - Existing Conditions					
					\$ 5,000.00
Division 4 - Masonry					
1.0	04-0505	Demolition, NESHAP, Asbestos Survey and haul off	LS	\$ 11,795.00	\$ 11,795.00
1.0		demo septic		\$ 2,900.00	\$ 2,900.00
Total - Division 4 - Masonry					
					\$ 14,695.00

QUAN	CSI	Description	Unit	\$ per Unit	Total
Division 32 - Exterior Improvements					
1.0	32-1110	DG on entire Site		\$ 7,640.00	\$ 7,640.00
0.0				\$ -	\$ -
Total - Division 32 - Exterior Improvements					\$ 7,640.00

QUAN	CSI	Description	Unit	\$ per Unit	Total
------	-----	-------------	------	-------------	-------