

**ADDENDUM TO
JOB ORDER CONTRACT**

THIS ADDENDUM TO AGREEMENT (“Addendum”) is made and entered into this 4th day of April, 2017, by and between the City of Maricopa, an Arizona municipal corporation (“City”), and SDB, Inc., an Arizona corporation, (“JOC” or “SDB”) for the remodeling of the interior of the Maricopa Police Department substation (“Project”).

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 17, 2016 known as Contract No: JOC 1601.401 entered into between the City of Chandler and SDB, Inc. for job order contract 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 construction services for the Project. The services are 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 One Hundred Twenty Nine Thousand Seven Hundred Thirty Five and 79/100 Dollars (\$129,735.79). 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. CONTRACT TIME AND LIQUIDATED DAMAGES: The Contract Time for this Project shall be sixty (60) consecutive calendar days from the effective date of the Notice to Proceed. Liquidated damages shall be in accordance to MAG Specification Section 108, Table 108.1 (\$430.00 per day).

D. BACKGROUND CHECK: Before being granted access to the site, all employees of JOC and subcontractors that need access to the Maricopa Police Department substation to perform the work shall be subject to a background check. The JOC shall provide a list of personnel needing access to the site and shall provide the following information for each person needing access: name, address, date of birth and social security number. JOC personnel will not be granted access to the site until successfully completing the background check as determined by the City.

E. 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.

F. 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 Baruso
810 West First Street
Tempe, AZ 85281

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. BOYCOTT OF ISRAEL: In signing this Agreement, JOC certifies pursuant to ARS §35-393.01 that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel.

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 Fitzgibbons
City Attorney

EXHIBIT A

SCOPE OF WORK AND COMPENSATION