

**CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
IONIC BUILDERS LLC**

THIS CONSTRUCTION SERVICES AGREEMENT (this "Agreement") is made as of October 13, 2014, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Ionic Builders LLC, an Arizona limited liability company (the "Contractor").

RECITALS

A. Pursuant to Section 3-3-24 of the Town Code, the Town solicited quotations from vendors (the "Quotation Request") for contracting services.

B. The Contractor responded to the Quotation Request by submitting a price quotation (the "Price Quotation"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor to provide the demolition and construction of Fire Station No. 1 kitchen and dayroom (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect for 386 days from the Notice to Proceed, but in no event later than November 30, 2015.
2. Scope of Work. Contractor shall provide the Services as set forth in the Plans and Specifications attached hereto as Exhibit B and incorporated herein by reference.
3. Reference Standards. The Contractor shall perform the Services required in conformance with all building regulations in Chapter 7 of the Town Code.
4. Inspection, Safety and Compliance. Contractor must inform itself fully of the conditions relating to the Services and the employment of labor thereon. Failure to do so will not relieve the Contractor of its obligation to furnish all material and labor necessary to carry out the provisions of this Agreement. Insofar as possible the Contractor, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor. Contractor affirms that it (i) has inspected the jobsite, (ii) has thoroughly reviewed the Agreement and (iii) is not relying on any opinions or representations of Town.

5. Compensation. The Town shall pay Contractor an aggregate amount not to exceed \$29,982.24 for the Services set forth in the Contractor's Price Quotation, attached hereto as Exhibit A.

6. Payments. The Town shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. All invoice statements shall include a record of time expended and work performed in sufficient detail to justify payment. The contract number must be referenced on all invoices.

7. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

8. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the Town.

10. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Contractor.

11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

12. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the

performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing Agreement Number C2015-121. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to Agreement Number C2015-121. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing Agreement Number C2015-121 will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance with respect to performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

13.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's

work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

14. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

15. Termination; Cancellation.

15.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Contractor of written notice by the Town. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

15.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the

defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

15.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

15.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a contractor to any other party of the Agreement with respect to the subject matter of the Agreement.

15.5 Gratuities. The Town may, by written notice to the Contractor, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

15.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

16. Contract Bonds Required. Intentionally omitted.

17. Miscellaneous.

17.1 Independent Contractor. The parties agree that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.

17.2 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

17.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor.

17.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

17.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

17.6 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of

this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

17.7 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

17.8 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

17.9 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

17.10 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

17.11 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

17.12 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

17.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Kenneth W. Buchanan, Town Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

If to Contractor: Ionic Builders LLC
P.O. Box 18657
Fountain Hills, Arizona 85269
Attn: Kelley Markel

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

17.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

17.15 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 17.16 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of the Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to

audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 17.16 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

17.16 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

17.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among this Agreement, the Scope of Work and the Price Quotation, the documents shall govern in the order listed herein.

17.18 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGES]

“Contractor”

IONIC BUILDERS LLC,
an Arizona limited liability company

By: Kelley Markel

Name: Kelley Markel

Title: Managing Member

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On 10-13, 2014, before me personally appeared Kelley Markel, the Managing Member of IONIC BUILDERS LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the limited liability company.



(Affix notary seal here)

Gail Oliphant
Notary Public

Project **FH Fire Station #1**
 16426 E. Palisades Blvd
 Fountain Hills, AZ 85268

8-13-14

GC **Ionic Builders, LLC**
 PO Box 18657
 Fountain Hills, AZ 85269
 (o) 480-237-9962 (m) 602-513-0508



Line Items	Subcategories	TOTAL	% of Cost
1	Concrete	\$ -	0.00%
2	Masonry	\$ -	0.00%
3	Metals	\$ -	0.00%
4	Rough Carpentry / Steel Roof System	\$ -	0.00%
5	Finish Carpentry	\$ -	0.00%
6	Waterproofing / Sealing	\$ -	0.00%
7	Pre cast	\$ -	0.00%
8	Roofing	\$ 250.00	0.83%
9	Sheet metal	\$ -	0.00%
10	Doors & Trim	\$ 200.00	0.67%
11	Windows & S.G.D. 's	\$ -	0.00%
12	Bath Accessories	\$ -	0.00%
13	Stucco	\$ -	0.00%
14	Drywall / Frame	\$ 2,270.00	7.57%
15	Insulation	\$ 150.00	0.50%
16	Landscape / Drainage	\$ -	0.00%
17	Acoustical Ceiling	\$ -	0.00%
18	DEMO	\$ 600.00	2.00%
19	Painting	\$ 990.00	3.30%
20	Signage	\$ -	0.00%
21	Protection & Special Conditions	\$ -	0.00%
22	Cabinets and Tops	\$ 6,765.00	22.56%
23	Appliances	\$ -	0.00%
24	Window Treatment	\$ -	0.00%
25	Flooring	\$ 1,760.63	5.87%
26	Fire Sprinkler	\$ -	0.00%
27	Elevators	\$ -	0.00%
28	Plumbing	\$ 1,650.00	5.50%
29	HVAC	\$ 1,000.00	3.34%
30	Low Volt	\$ 250.00	0.83%
31	Electrical	\$ 3,955.00	13.19%
32	SUB-TOTAL: STRUCTURAL IMPROVEMENTS	\$ 19,840.63	66.17%
33	Accessory Structures	\$ -	0.00%
34	TOTAL: 32 + 33	\$ 19,840.63	66.17%
35	Earthwork	\$ -	0.00%
36	Site Utilities	\$ -	0.00%
37	Roads & Walks	\$ -	0.00%

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 16426 E. Palisades Blvd
 Fountain Hills, AZ 85268

8-13-14

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 Fountain Hills, AZ 85269
 (o) 480-237-9962 (m) 602-513-0508



Line Items	Subcategories	TOTAL	% of Cost
38	Site Improvements	\$ -	0.00%
39	Lawns & Planting	\$ -	0.00%
40	Unusual Site Conditions	\$ -	0.00%
41	TOTAL: LAND IMPROVEMENTS	\$ -	0.00%
42	TOTAL: 34 + 41	\$ 19,840.63	66.17%
43	Non-Line Item Specialty Site Costs	\$ -	0.00%
44	General Requirements	\$ 6,258.00	20.87%
45	TOTAL: NON-LINE/SPECIALITY + GEN CON	\$ 6,258.00	20.87%
46	TOTAL: 42 + 45	\$ 26,098.63	87.05%
47	Addendums	\$ -	0.00%
48	Project Overhead	\$ -	0.00%
49	Additional Costs / Closing Costs	\$ -	0.00%
50	Other Additional Costs	\$ -	0.00%
51	Additional Monthly Expenses	\$ -	0.00%
52	TOTAL: ADDITIONAL COSTS	\$ -	0.00%
53	Contingency	\$ -	
54	TOTAL: 46 + 52 + 53	\$ 26,098.63	87.05%
55	Overhead and Profit	\$ 2,348.88	
56	Project Sales Tax	\$ 1,534.74	5.12%
57	Bond	\$ -	0.00%
58	GRAND TOTAL: 54 + 55 + 56 + 57	\$ 29,982.24	100.00%

EXHIBIT B
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
IONIC BUILDERS LLC

[Plans and Specifications]

See following pages.

FOUNTAIN HILLS FIRESTATION #1

16426 PALISADES BLVD
FOUNTAIN HILLS, AZ 85268



AREAL VIEW

SCOPE OF WORK

ANY CHANGES OR QUESTIONS SHALL BE ADDRESSED TO THE ARCHITECT BEFORE BIDDING.

DEMOLITION: SEE DEMOLITION DRAWING. CABINETS, APPLIANCES (EXCEPT FOR REFRIGERATORS), SINK, WALLS, CEILING, LIGHT FIXTURES AND FLOOR FINISHES ARE TO BE REMOVED FROM SITE TO AN APPROVED LANDFILL. CHAIR RAIL, TOWEL DISPENSORS ETC ARE TO BE REMOVED AND WALLS ARE TO BE PATCHED AND REPAIRED TO MATCH EXISTING.

NEW CONSTRUCTION: WALLS AND CEILINGS ARE TO MATCH EXISTING.

APPLIANCES: APPLIANCES ARE TO BE PURCHASED BY THE TOWN OF FOUNTAIN HILLS BUT INSTALLED BY THE GENERAL CONTRACTOR.

FURNITURE: PROVIDED BY THE OWNER

MECHANICAL: EXISTING DUCTWORK IS TO BE MODIFIED IN NEW IT ROOM. SEE REFLECTED CEILING / MECHANICAL PARTIAL PLAN - SHEET A-103 HOOD ABOVE RANGE IS TO BE VENTED THROUGH THE ROOF. PATCH AND REPAIR THE EXISTING ROOFING.

PLUMBING: NEW SINK, STRAINER AND FAUCET IS TO BE PROVIDED AS SPECIFIED. SEE REVISED SPECIFICATIONS FOR SINK - SEE SHEET A-101. THE LOCATION OF THE EXISTING SINK IS MOVED APPROXIMATELY 1 FOOT FROM THE LOCATION OF THE ORIGINAL SINK.

ELECTRICAL: THE ELECTRICAL WORK IS TO BE MODIFIED USING EXISTING CIRCUITS. NEW LIGHT FIXTURES ARE AS NOTED ON THE POWER & LIGHTING PLAN. SEE SHEET A-103. SEE FIXTURE SPECIFICATIONS AS PART OF THIS REVISION.

CABINETS: NEW CABINET WORK. DOORS, DRAWERS AND EXPOSED BANDING IS TO BE PLASTIC LAMINATE. SEE SHEET A-102 FOR SPECIFICATIONS. ANY CHANGES OR QUESTIONS SHALL BE ADDRESSED TO THE ARCHITECT BEFORE BIDDING.

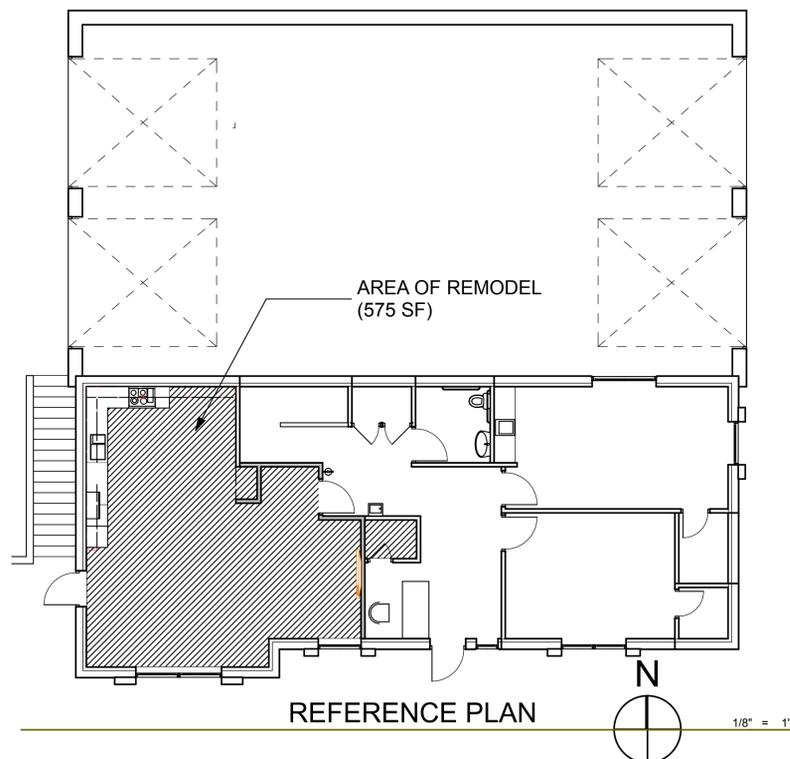
COUNTERS AND BACK-SPLASH: COUNTERS AND BACKSPASHES ARE TO BE 1/2" GRANITE VENETIAN GOLD W/ 1 1/2" EDGES EASED BACKSPASHES ARE TO BE 4" HIGH, FULL HEIGHT AT SINK AND RANGE.

FLOORING: INSTALL THE FLOORING AND RUBBER BASE PER MANUFACTURERS REQUIREMENTS. SUBFLOORING IS GYP-CRETE REPAIR AS NECESSARY. WELD SEAM BETWEEN NEW AND OLD FLOORING.

- SHEET VINYL FLOORING: ARMSTRONG VCT IMPERIAL TEXTURE STANDARD EXCELON 12" X 12" X 1/8" 51809 DESERT BEIGE
- BASE: ARMSTRONG 64 FRESH TAUPE, COVE BASE BOARD.

PAINT: ALL WALLS AND CEILINGS ARE TO BE PAINTED WITH A LOW VOC SATIN FINISH PAINT COLOR SELECTED BY ARCHITECT

DOORS AND FRAMES: REUSE EXISTING DOORS AND HARDWARE. TRIM FOR WOOD FRAME DOOR IS TO BE REPLACED TO MATCH EXISTING.



PROJECT DATA

PROJECT ADDRESS: 16426 E. PALISADES BLVD.
FOUNTAIN HILLS, AZ 85268

OWNER: FOUNTAIN HILLS VOLUNTEER FIRE DISTRICT
TOWN OF FOUNTAIN HILLS
16705 E. AVENUE OF THE FOUNTAINS
FOUNTAIN HILLS, AZ 85268

DON DEASY, FIRE CHIEF
480 794 0318
ddeasy@fh.az.gov

PAUL MOOD, DEVELOPMENT SERVICES DIRECTOR
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ARCHITECT: STAN J. CONNICK & ASSOCIATES, ARCHITECTS-PLANNERS
11027 N. PINTO DRIVE
FOUNTAIN HILLS, AZ 85268
480 816 8000 OFFICE
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602 576 6847 CELL-TEXT
stanconnickarch@cox.net

PARCEL NO: 176-01-423

LEGAL ADDRESS: LOT 7, BLOCK 1, PLAT 103

ZONING: C-3

BUILDING AREA: 7,214 SF

AREA BEING REMODELED: 575 SF

OCCUPANCY: B-2

OCCUPANT LOAD: NO CHANGE

CONSTRUCTION TYPE: VN-sprinkled

CODES: 2012 INTERNATIONAL BUILDING CODE (IBC)
2011 NATIONAL ELECTRICAL CODE (NEC)
2006 INTERNATIONAL ENERGY CONSERVATION CODE
2012 INTERNATIONAL FIRE CODE (IFC)
2012 INTERNATIONAL FUE GAS CODE (IFGC)
2012 INTERNATIONAL MECHANICAL CODE (IMC)

SEISMIC ZONE (SECTION 1027.2 AS AMENDED) DESIGN AND REQUIREMENTS OF ZONE 2B(SI1627 AS AMENDED) ZONE FACTOR (SECTION AS AMENDED)



VICINITY MAP

SHEET INDEX

ID	Name
A-001	COVER SHEET & PROJECT INFORMATION
A-101	FLOOR PLAN - DEMOLITION PLAN - CABINET ELEVATIONS
A-102	CABINET DRAWINGS & SPECIFICATIONS
A-103	REFLECTED CEILING, LIGHTING & POWER PLANS

ARCHITECTURAL EDUCATION UNIVERSITY
GRAPHIC DESIGN

STAN J. CONNICK
and ASSOCIATES

11027 N. PINTO - FOUNTAIN HILLS, AZ 85268 - 480 816 8000 - FAX: 480 816 8222

FOUNTAIN HILLS FIRESTATION #1
16426 E. PALISADES BLVD
FOUNTAIN HILLS, AZ 85268

COVER SHEET & PROJECT INFORMATION

Job Number:

14015

Date:

8/19/2014

1 BID REVISION
07-19-14
SEE CLOUDED AREA

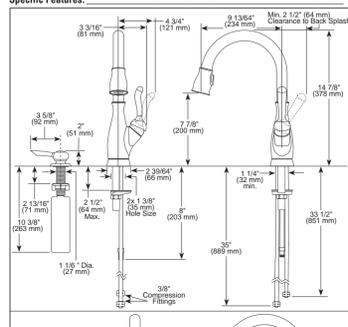
Sheet Number:

A-001

Of: #



1978-SD-DST 9178-DST
Submitted Model No.: 9178AR-DST



DELTA KITCHEN FAUCETS

- Leland® Pull-Down Collection
- Single Handle Deck Mount
- 1, 2, 3, or 4 Hole Sink Applications
- Optional Soap Dispenser
- Diamond Seal® Technology
- Integrated Supply Tubes

- STANDARD SPECIFICATIONS:**
- Countertop or 4" (103 mm) centers with 10.5/4" (273 mm) escutcheon
 - 14.78" (375 mm) high, 9.13/4" (234 mm) long, spout swing 342°
 - Lever handle. Control mechanism is the diamond embedded ceramic disc cartridge.
 - Control dial returns to neutral position when faucet is turned off.
 - TouchClean® 2 function (stream/spray) sprayhead.
 - Quick Snap® connect hoses.
 - Magnetic closing system secures sprayer to spout.
 - Pull-down wand operates in an aerated or spray mode via an ergonomic toggle device.
 - Red/blue graphics on handle button to indicate hot/cold temperature.
 - Integral double check valves in sprayer assembly.
 - Hose lead to aid installation.
 - Mounting wrench to assist in tightening mounting nut securely with deck edges.
 - Keyed stem ring and escutcheon to help alignment and add resistance.
 - 3/8" O.D. braided, staggered PEX supply tubes, 33.1/2" (851 mm) and 35" (889 mm).

WARRANTY
Lifetime Faucet and Finish Limited Warranty to the original consumer purchaser to be free from defects in material and workmanship.
* 5 Year Limited Warranty for usage in all industrial, commercial and business applications.



KITCHEN FAUCET

BLANCO

SINK SPECIFICATIONS
SILGRANIT™ II
BLANCO PRECIS™ SUPER SINGLE Undermount
Model 440147

BISCOTTI COLOR

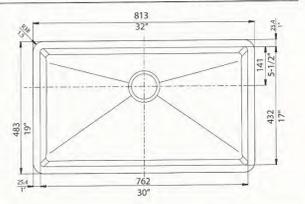


Model 440149 shown

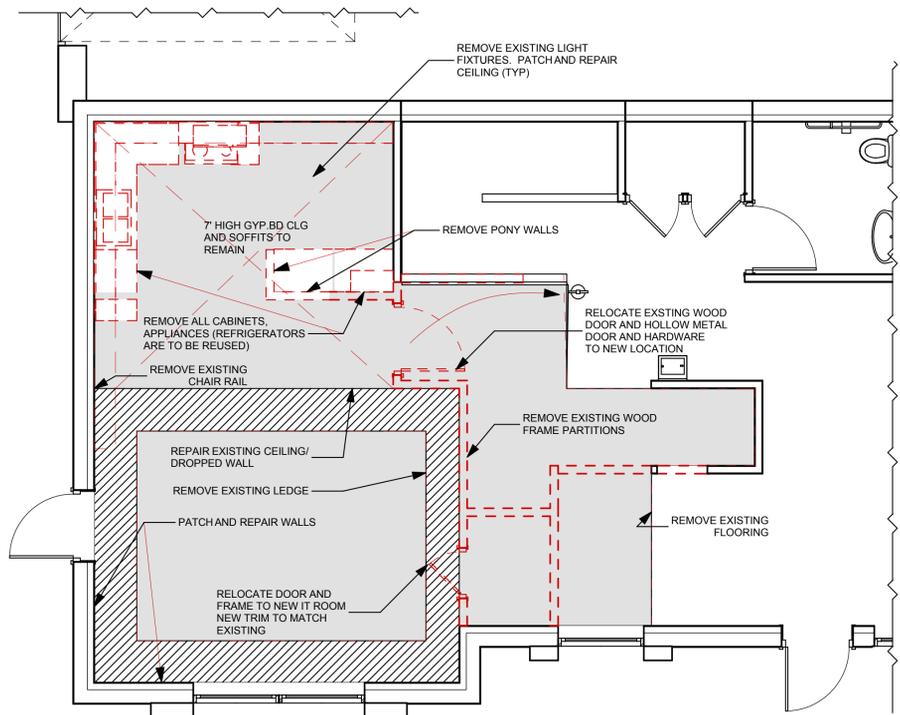
NOMINAL DIMENSIONS

OVERALL	CUTOUT SIZE	BOWL DEPTH	DRAIN DIAMETER
32" x 19"	Template provided with approximate 1/8" reveal	8-1/2"	3-1/2"

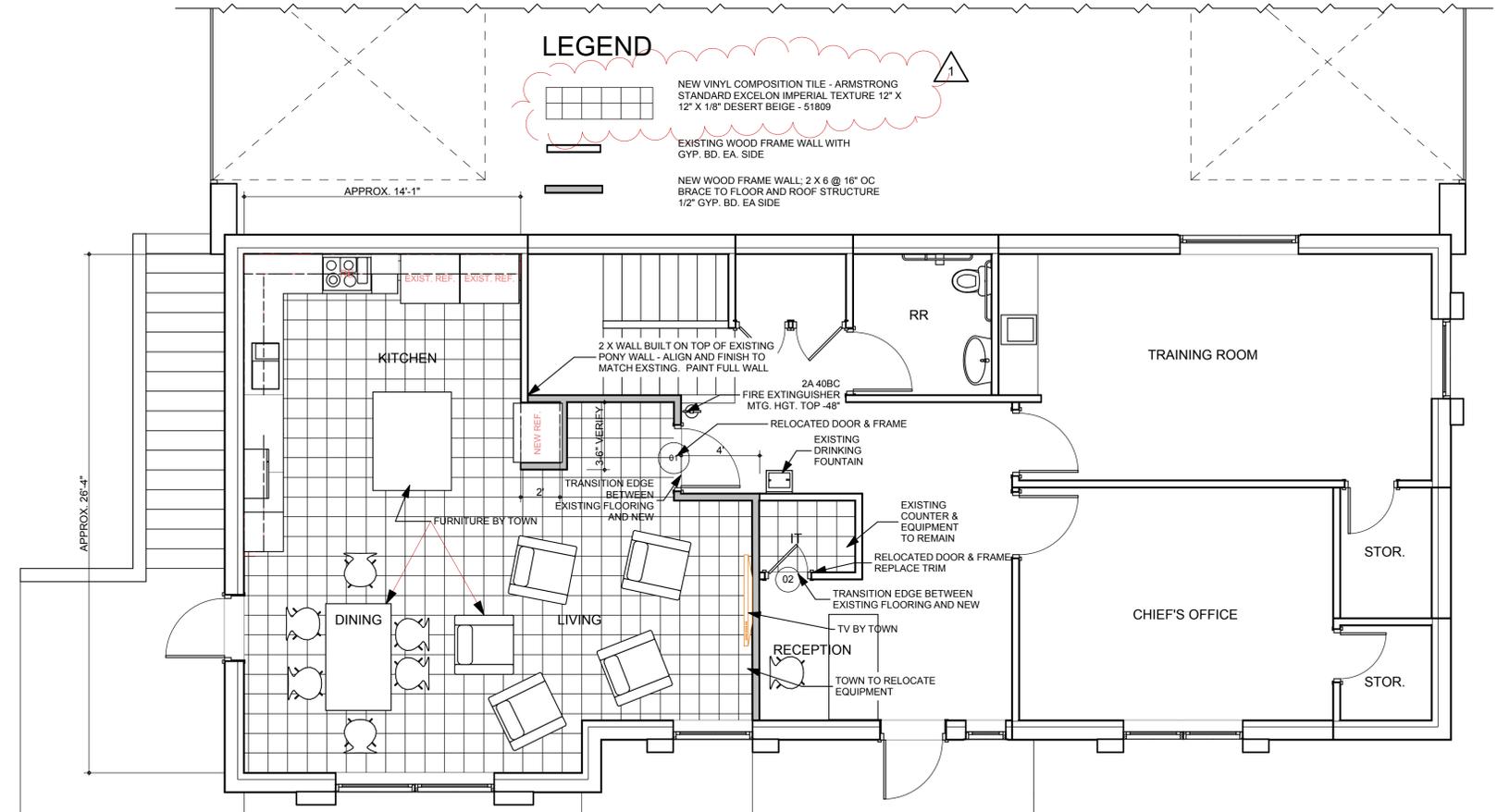
DXF cutout templates available on our website.



KITCHEN SINK
AVAILABLE AT CENTRAL ARIZONA SUPPLY



PARTIAL DEMOLITION PLAN 1/4" = 1'-0"

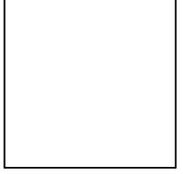


PARTIAL FLOOR PLAN 1/4" = 1'-0"



ARCHITECTURAL EDUCATION VERSION
GRAPHIC
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FOUNTAIN HILLS FIRESTATION #1
16426 E. PALISADES BLVD
FOUNTAIN HILLS, AZ 85268
FLOOR PLAN - DEMOLITION PLAN - SINK & FLOORING SPECS



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Date: 8/19/2014
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SEE CLOUDED AREA

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Of: #

CABINET SPECIFICATIONS

PART 1. GENERAL

- 1.1 REFERENCES
 - A. AWI/AWMAC Quality Standards Illustrated (QSI), current edition.
- 1.2 SUBMITTALS
 - A. Shop drawings
 - Submit two copies: one of which will be returned with reviewed notations prior to commencement of work under this section.
 - Indicate plans and elevations, materials, surface grain directions, profiles, assembly methods, joint details, fastening methods, accessories, hardware and schedule of finishes.
- 1.3 QUALITY ASSURANCE
 - A. Perform work in accordance with Premium Grade quality.
 - B. Work in this section shall comply with the specified Grade of Work and Sections of the current edition of AWI/AWMAC Quality Standards Illustrated.
- 1.4 DELIVERY, STORAGE AND HANDLING
 - ...A. Protect work from moisture damage according to QSI, Section 1700 Installation.

PART 2. PRODUCTS

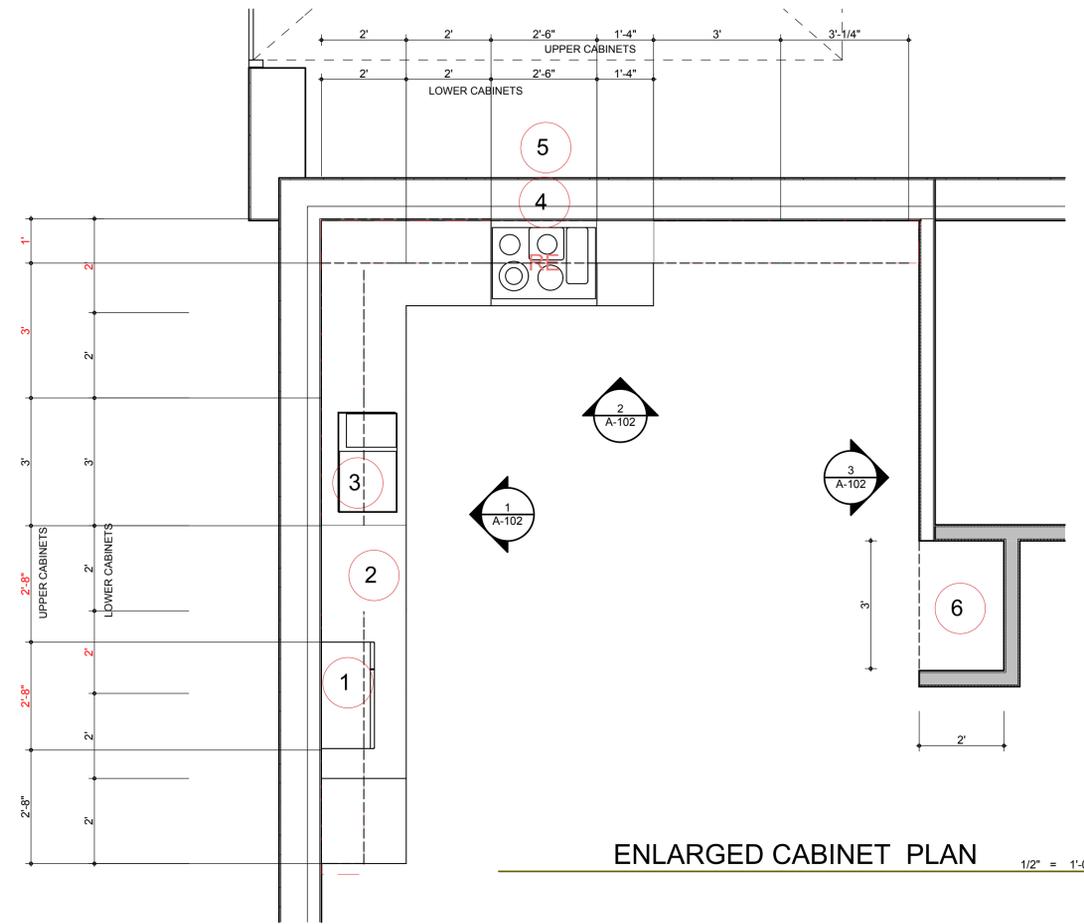
- 2.1 CONSTRUCTION MATERIALS
 - A. Door and Drawer panels & finished ends are to be **1/2" HPL COVERED, 7970K-18 HIGHLINE WILSONART LAMINATE**
 - B. Edges to be 1.5 mm matching @ fronts of case bodies & front edge of shelves. PVC at 3 other shelf edges.
 - C. Counters and Backsplashes (4") to be BE **1/2" GRANITE-VENETIAN GOLD ARIZONAL TILE** .W/ 1 1/2" EDGES EASED BACKSPLASHES ARE TO BE 4" HIGH, FULL HEIGHT AT SINK AND RANGE
- 2.2 CONSTRUCTION.
 - A. Drawer Boxes
 - Fabricate drawer boxes from Baltic Birch plywood dove tail Fabricated sides and back from minimum 1/2" (9ply) plywood. Fabricate bottoms from minimum 3/8" (7ply) plywood.
 - B. Applied nailer to be pocket screwed or similar using melamine glue. All nailers applied behind back top and bottom positions.
- 2.3 ACCESSORIES
 - ...A. Hinges – Blum or equal, self-closing 120° Life time guaranty
 - B. Drawer Guides – Ball bearing full extension, 100# capacity. Life time guaranty.
 - C. Pulls: Amerock 55265-G10 or equal. Life time guaranty or equal

PART 3. EXECUTION

- 3.1 EXAMINATION
 - A. Verify adequacy of backing and support framing. This project is a remodel of an existing kitchen. The new sink is moved approximately 1' to South of the existing.
 - B. Verify mechanical, electrical and building items affecting work of this section are in place and ready to receive this work.
 - 3.2 INSTALLATION
 - A. Install work in accordance with Premium Grade, Section 1700 QSI
 - B. Set and secure materials and components in place, plumb and level
 - C. Coordinate with mechanical, plumbing and electrical work.
 - D. Granite counters and backsplashes to be 2 CM thick. Counter edges to be 4 CM thick with 1/2" bullnose.
 - 3.3 ADJUSTING
 - A. Adjust work. All moving or operating parts to function smoothly and correctly.
 - 3.3 Clean work
- COUNTERS AND BACK-SPLASH:** COUNTERS AND BACKSPLASHES ARE TO BE **1/2" GRANITE VENETIAN GOLD ; ARIZONAL TILE IS ONE SUPPLIER.** EDGES EASED BACKSPLASHES ARE TO BE 4" HIGH, FULL HEIGHT AT SINK AND RANGE. All granite surfaces are to be sealed.



DOOR & DRAWER PULL

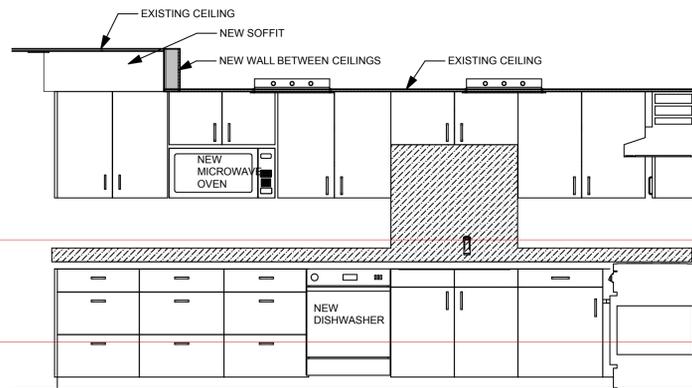


ENLARGED CABINET PLAN 1/2" = 1'-0"

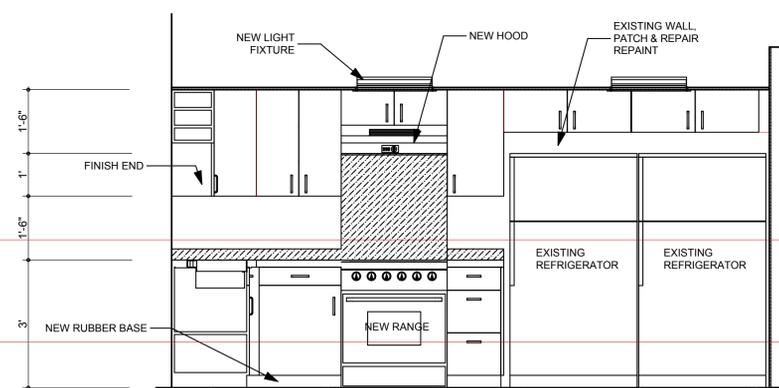
SEE SHEET A-102 FOR LOCATION

APPLIANCE SCHEDULE (PURCHASED BY OWNER- INSTALLED BY CONTRACTOR)								
SYMBOL	NAME	MANUFACTURER	MODEL #	DIMENSIONS			POWER/WATER POWER	COMMENTS
				H	W	D		
1	MICROWAVE	GE	PVM9195SFF	16 1/2"	29 3/4"	15 1/2"	15 AMP	NEW POWER
2	DISHWASHER	BOSCH	46 dBA	33 7/8"	23 5/8"	24"	12 AMP	CONNECT TO EXISTING WATER-WASTE AND POWER (VERIFY AVAILABLE POWER)
3	GARBAGE DISPOSAL	KITCHEN AIDE	KCDS075T				1/4 HP	CONNECT TO EXISTING -WASTE AND POWER
4	RANGE	GE	PB950SFSS	47"	29 7/8"	28 1/2"	POWER	EXISTING POWER
5	HOOD	IMPERIAL	N1900SD2	6 1/16"	29-13/16"	18 1/2"	9 AMPS	EXISTING POWER AND VENTILATION CONTRACTOR TO VERIFY
6	REFRIGERATOR							

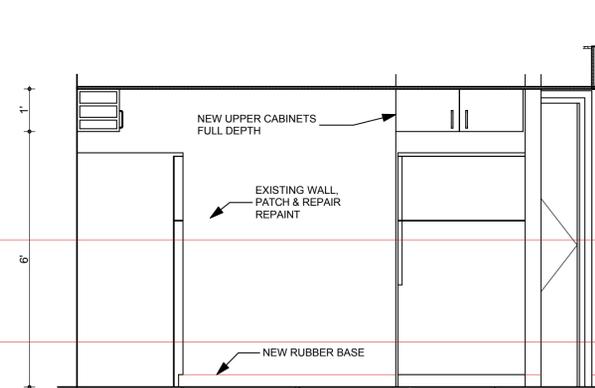
CONTRACTOR TO VERIFY EXISTING CONDITIONS



1 KITCHEN WEST ELEVATION 1/2" = 1'-0"



2 KITCHEN NORTH ELEVATION 1/2" = 1'-0"

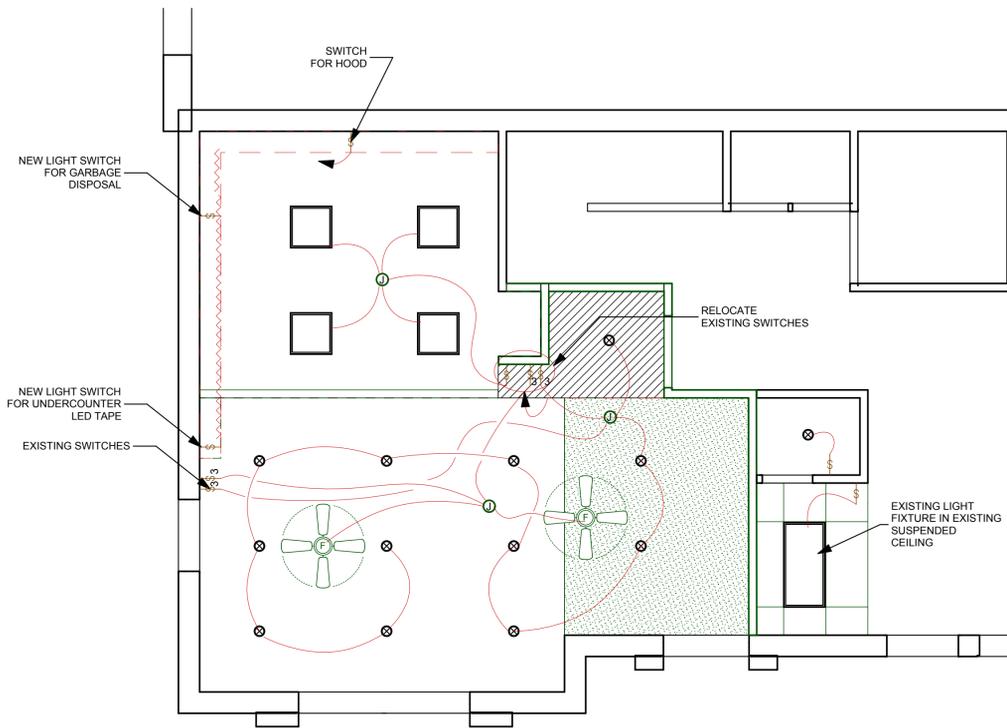


3 KITCHEN EAST ELEVATION 1/2" = 1'-0"

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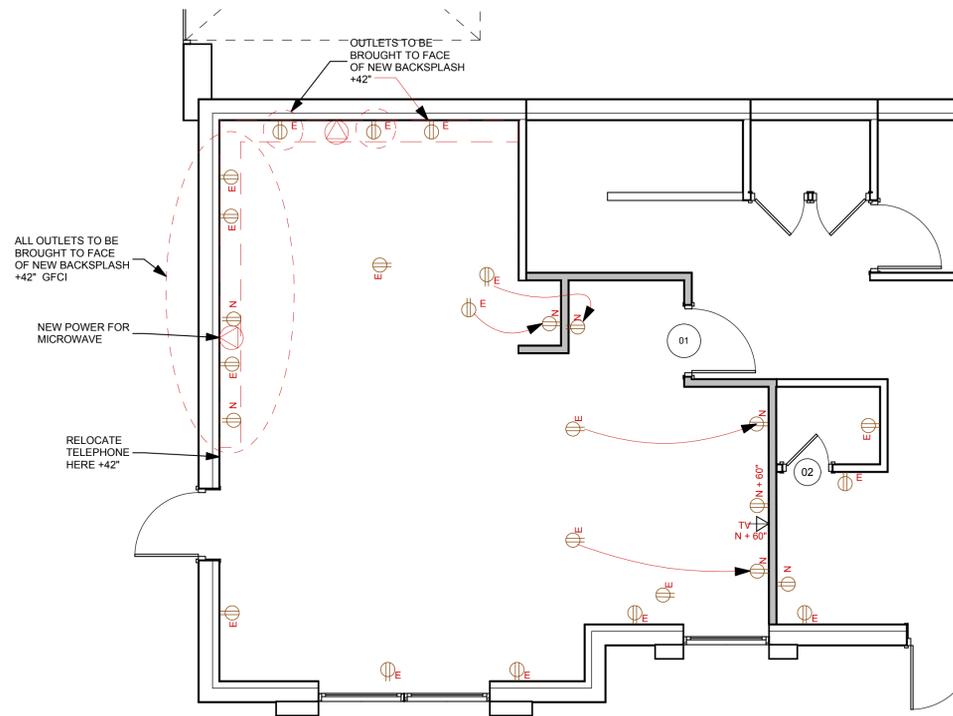
FOUNTAIN HILLS FIRESTATION #1
 16426 E. PALISADES BLVD
 FOUNTAIN HILLS, AZ 85268
CABINET DRAWINGS & SPECIFICATIONS

Job Number:
14015
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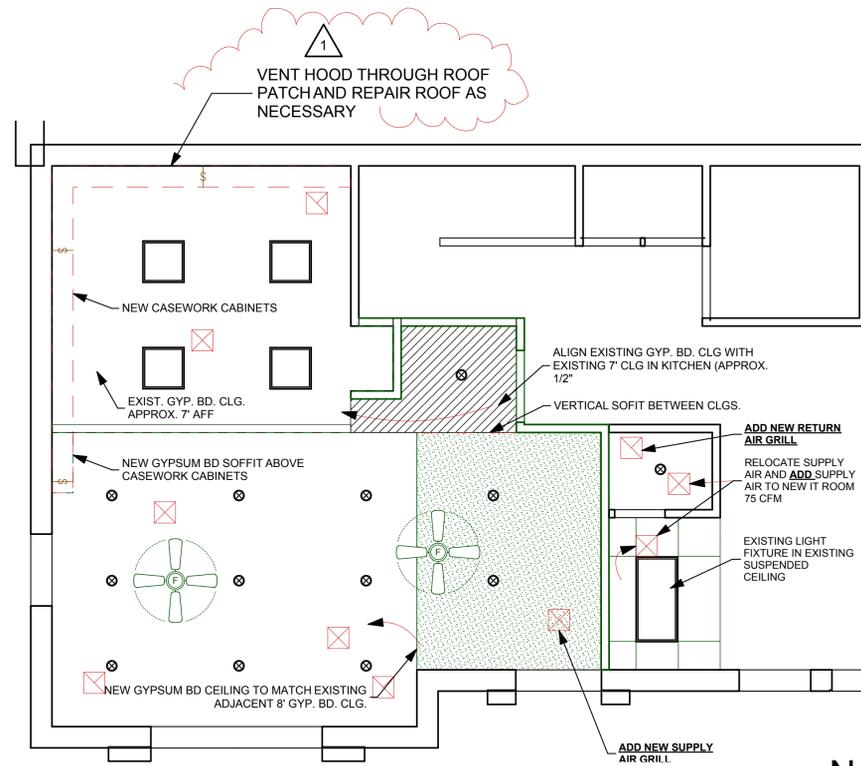
- LEGEND**
- NEW LIGHT FIXTURE
 - NEW RECESSED LIGHT FIXTURE
 - NEW RECESSED CEILING FAN
 - EXISTING LIGHT FIXTURE
 - LED UNDERCOUNTER TAPE
 - LIGHT SWITCH
 - LIGHT SWITCH - 3 WAY
 - JUNCTION BOX

ELECTRICAL-LIGHTING 1/4" = 1'-0"



- LEGEND**
- NEW DUPLEX OUTLET
 - EXISTING DUPLEX OUTLET
 - TELEVISION CONNECTION + 60"
 - EXISTING SPECIAL OUTLET FOR RANGE

ELECTRICAL-POWER 1/4" = 1'-0"



LIGHT FIXTURES ARE TO BE SUBMITTED FOR APPROVAL BY THE ARCHITECT:
 - LED LIGHT FIXTURES ARE NOT REQUIRED
 - 2' X 2' FIXTURES CAN BE LOW PROFILE LITHONIA OR EQUAL
 - UNDERCOUNTER LIGHT FIXTURES ARE TO BE A SEPARATE SUBMITTAL.

- LEGEND**
- NEW LIGHT FIXTURE
 - NEW RECESSED LIGHT FIXTURE
 - NEW RECESSED CEILING FAN
 - EXISTING LIGHT FIXTURE
 - RETURN AIR DIFFUSER- EXISTING UNO
 - SUPPLY AIR DIFFUSER- EXISTING UNO
 - EXISTING SPRINKLER HEAD
 - LIGHT SWITCH - 3 WAY
 - JUNCTION BOX

5 PARTIAL REFLECTED CEILING / MECHANICAL PLAN 1/4" = 1'-0"