

**PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF APACHE
JUNCTION AND EVOLUTION MECHANICAL SERVICES LLC DBA IMCOR
FOR HVAC SERVICES AND REPAIR (RFP# PW 25-001)**

THIS AGREEMENT is made as of the ____ day of _____ 2025 (the "Effective Date") by and between the CITY OF APACHE JUNCTION, an Arizona municipal corporation ("City"), and EVOLUTION MECHANICAL SERVICES LLC DBA IMCOR, a Delaware limited liability company ("Contractor"), both of which may be hereinafter referred to collectively as the "Parties" or individually as a "Party," for Heating, Ventilation, and Air Conditioning ("HVAC") maintenance and repair (RFP# PW 25-001).

RECITALS

A. City desires to retain a contractor to provide HVAC maintenance and repair services at City owned facilities and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended to it.

B. The open market procedures have been satisfied to the extent they apply.

C. The Parties have set forth below contemplated services Contractor will provide to City, including payment terms for such services and products.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **CONTRACTOR'S DUTIES:** Contractor agrees to perform the professional services detailed in Exhibit A (the "Services").

2. **COMPENSATION:** In accordance with Exhibit B and the terms and conditions of this Agreement, City shall compensate Contractor for the Services in an amount not to exceed Fifty-Five Thousand Fifty Dollars and Zero Cents (\$55,050.00) (the "Contract Amount").

3. **COMMENCEMENT OF WORK:** Contractor shall not commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.

4. **CONTRACTOR BILLING:** Contractor shall provide City itemized invoices which identify the specific item(s) being billed. City agrees to process for payment invoices received from Contractor within thirty (30) calendar days following receipt of such invoices, provided Contractor fulfills all duties and obligations set forth in this Agreement. Review of invoices by City may include an inspection of the Services. The total invoice amount under this Agreement shall not exceed the Contract Amount

5. **TERM/RENEWAL:** The term of this Agreement shall commence on November 3, 2025 and end on November 1, 2030. This Agreement may be extended upon mutual written consent of the Parties provided that any amendment shall be executed by an authorized signatory of the Parties and provide in writing the amended term of the Agreement and, if applicable, a specified dollar amount of additional payment to be owed by City to Contractor.

6. **CITY'S STANDARD OF PERFORMANCE:** City shall furnish Contractor with all data, information and other supporting services necessary for Contractor to perform the Services.

7. **CONTRACTOR'S STANDARD OF PERFORMANCE:** While performing the Services, Contractor shall exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Contractor shall be responsible for all errors and omissions Contractor or its subcontractors commit in the performance of this Agreement. Contractor agrees and covenants that it will comply with all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Agreement and Contractor is subject to penalties for violation(s) of this Section 7, including termination of this Agreement. City retains the right to inspect the documents of any and all contractors, subcontractors, and sub-subcontractors performing the Services to ensure compliance with this warranty.

8. **NOTICES:** All notices to a Party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following:

If to City:	City of Apache Junction Maggi Quinn Public Works Facilities Manager 300 East Superstition Boulevard Apache Junction, AZ 85119
-------------	---

If to Contractor: Kyle Hatfield, Director
Evolution Mechanical Services, LLC
1841 E. Washington Street
Phoenix, AZ 85034-1230

9. **INSURANCE:** Contractor, at its own expense, shall purchase and maintain the minimum insurance required by this Agreement with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to City.

All insurance required by this Agreement shall be maintained in full force and effect until the Services are satisfactorily completed and formally accepted by City; failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.

Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by City shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for the deductible and/or self retention and City, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The insurance policies required by this Agreement, except Workers' Compensation and Professional Liability, shall name City, its agents, officers, officials and employees as Additional Insureds. Contractor shall expressly bind any subcontractors, or any other lower tier subcontractors, used in the performance of any aspect of the Services, to the insurance requirements in this Agreement, making such obligations applicable to the other contractor to the same extent as it is applicable to Contractor. The purpose of this provision is to require any lower tier contractor, regardless of level, to provide insurance and indemnity required by this Agreement.

REQUIRED COVERAGE

A. Commercial General Liability

Contractor shall maintain throughout the Term Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as that on Insurance Service Office, Inc. Policy Form No. CG 00011093, or the equivalent thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, or the equivalent thereof, and shall include coverage for Contractor's operations and products and completed operations.

If Contractor sublets any part of the Services, Contractor shall purchase and maintain, at all times during prosecution of the Services, an Owner and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Services. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Contractor's Commercial General Liability insurance.

B. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. Coverage will be at least as broad as coverage code 1, "any auto," (Insurance Service Office, Inc. Policy Form CA 00011293, or the equivalent thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

C. Workers' Compensation

Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of the Services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

By execution of this Agreement, Contractor certifies as follows:

"I am aware and understand the provisions of A.R.S. § 23-901 *et seq.*, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the work of this Agreement."

If Contractor has no employees for whom Workers' Compensation insurance is required by federal or state statutes, Contractor shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Contractor employs any employees subject to coverage.

D. Professional Liability

Contractor shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by Contractor, or any person employed by Contractor, with a limit of not less than \$1,000,000 each claim.

E. Certificates of Insurance

Prior to commencing the Services, Contractor shall furnish City with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, City's right to insist on strict fulfillment of Contractor's obligations under this Agreement.

The form of the certificates of insurance and endorsements shall be subject to the approval of the Apache Junction City Attorney's Office, shall comply with the terms of this Agreement. Policies or certificates and completed forms of City's Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this Agreement shall be delivered to City Attorney, City of Apache Junction,

300 East Superstition Boulevard, Apache Junction, AZ 85119. The policy or policies shall be in the usual form of a public liability insurance, but shall also include the following provision:

“Solely as respects work done by or on behalf of the named insured for the City of Apache Junction, it is agreed that the City of Apache Junction and its officers and employees are added as additional insureds under this policy.”

In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of Contractor’s work or services and as evidenced by annual Certificates of Insurance.

Contractor shall require its insurers to provide City thirty (30) calendar days’ prior written notice of any nonrenewal, cancellation, or material change in the coverage under such policy reducing coverage to below contractually-required amounts. If a policy does expire during the Term, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date.

10. APPLICABLE LAW AND VENUE: The terms and conditions of this Agreement 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 this Agreement, 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 this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees and court costs to be determined by the court in such action.

11. FORCE MAJEURE: Neither City nor Contractor, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an “Enforced Delay”) due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics and related executive orders, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public

entity directly affecting the obligations under this Agreement. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular contractors, subcontractors, vendors or investors desired by Contractor in connection with the obligations under this Agreement. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section 11 shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

12. **TERMINATION:** This Agreement may be terminated by either Party for any reason upon thirty (30) days written notice. If this Agreement is terminated, City shall be reimbursed from Contractor the amount paid for any undelivered and/or unaccepted products or services. City shall pay Contractor for completed and acceptable work performed pursuant to this Agreement prior to the date of termination.

13. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected and appointed officers, officials, special districts, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including reasonable attorney and expert witness fees, arising from, or alleged to have arisen from, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor or its subcontractors in the performance of the Services or any subcontract. Contractor's duty to defend, hold harmless, and indemnify City, its elected and appointed officers, officials, special districts, agents, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Agreement, including any employee of Contractor, any tier of Contractor's subcontractor, or any other person for whose acts, errors, mistakes, omissions, work or services Contractor may be legally liable, but only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Contractor or any tier of Contractor's subcontractors, or any other person for whose acts, errors, mistakes, omissions, work or services Contractor may be legally liable in the performance of the Services or subcontract. The amount and type of

insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section 13. The rights and obligations under this Section 13 shall survive termination of this Agreement.

14. **TAXES:** Contractor shall pay as they become due all license, sales, consumer, transaction privilege, use, and other similar taxes for services provided by Contractor which are legally enacted at the time the obligations under this Agreement are performed.

15. **PERMITS AND FEES:** Unless otherwise provided in this Agreement, Contractor shall secure and pay for all applicable permits, government fees, licenses, and inspections necessary for the proper execution and completion of services which are customarily secured after execution of the Agreement. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Services. Contractor represents and warrants that any license necessary to perform the Services is current and valid. Contractor understands that the activity described in this Agreement constitutes "doing business in the City of Apache Junction" and Contractor agrees to obtain a business license pursuant to Chapter 8 of the Apache Junction City Code, Vol. I, and keep such license current during the Term. Contractor also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and, if so, shall obtain a transaction privilege license and/or other licenses as may be required by all applicable laws.

16. **RECORDS:** Records of Contractor's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Contractor shall maintain records for a period of at least two (2) years after expiration of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

17. **RIGHT OF CITY TO CONTRACT WITH OTHERS:** Nothing in this Agreement shall imply City is obligated to obtain the Services by only Contractor.

18. **INDEPENDENT CONTRACTOR:** City and Contractor agree and understand that the relationship between both Parties is that of an independent contractor. As such, Contractor is not entitled to receive any benefits to which City employees are entitled by virtue of their employment with City. City shall not be responsible for payment to employees of Contractor for salaries, related taxes (including, but not limited to, federal Social Security tax as well as federal and state unemployment taxes) and all other expenses related to their employment or contractual relationship with Contractor.

19. **WAIVER OF TERMS AND CONDITIONS:** The failure of City or Contractor to insist in any one or more instances on performance of any of the terms or conditions of this Agreement 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.

20. **COMPLIANCE WITH FEDERAL AND STATE LAWS:** Contractor understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor will verify the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. City at its option may terminate this Agreement after the third violation. Contractor shall not be deemed in material breach of this Agreement if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under this Agreement to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

21. **ENTIRE AGREEMENT:** This Agreement and any attachments represent the entire agreement between City and Contractor and supersede 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 this Agreement shall be valid unless made in writing and signed by the Parties. Written and signed amendments shall automatically become part of this 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.

22. **SEVERABILITY:** City and Contractor each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

23. **SUCCESSORS, ASSIGNMENT AND DELEGATION:** City and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other Party and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in this Agreement. Neither Party shall assign the Agreement or sublet it as a whole or delegate the duties under this Agreement, without the written consent of the other Party, nor shall Contractor assign any monies due or to become due to it without the previous written consent of City.

24. **ACCURACY OF WORK:** Acceptance of services or work by City shall not relieve Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities. Contractor shall make all necessary revisions or corrections resulting from errors and omissions on the part of Contractor without additional compensation.

25. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

26. **PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL:** The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of this Agreement.

27. **CERTIFICATION PURSUANT TO A.R.S. § 35-394.** In accordance with A.R.S. § 35-394, Contractor hereby certifies and agrees that Contractor does not currently and shall not for the duration of this Agreement use: 1) the forced labor

of ethnic Uyghurs in the People's Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the Term that Contractor is not in compliance with this Section 27, then Contractor shall notify the City within five (5) business days after becoming aware of such noncompliance. If Contractor does not provide the City with written certification that Contractor has remedied such noncompliance within one hundred eighty (180) calendar days after notifying the City of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate in accordance with the Term.

28. **CONFLICTS OF INTEREST:** This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

[Signatures on following page]

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing was subscribed and sworn to before me this 16th day
of September, 2025, by Ed R. White as President of Evolution
Mechanical Services, LLC – DBA IMCOR, a Delaware limited liability company.



Lori T. DeLoera
Notary Public

My Commission Expires:

June 23, 2027

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this ____ day
of _____, 2025, by Walter "Chip" Wilson, as Mayor of the City of
Apache Junction, Arizona, an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT A

SCOPE OF WORK

1. General

- A. Contractor shall respond to emergency requests within a four (4) hour period from time of initial request.**
- B. Contractor shall obtain City authorization before using machinery/equipment for maintenance work that will be considered as additional cost to City.**
- C. Contractor shall perform work in accordance with all applicable laws, codes and regulations required by authorities having jurisdiction over such work and provide for all inspections and permits required by federal, state and local authorities in furnishing, transporting and installing materials as shown or for completing the work.**
- D. Contractor shall meet all Industry-recognized American National Standards Institute (ANSI)/American Society of Heating, Refrigerating and Air-Conditioning (ASHRAE)/Air Conditioning Contractors of America (ACCA) Standard Practices for Inspection and Maintenance of Commercial Building Heating, Ventilation, Air Conditioning (HVAC) Systems.**
- E. All vehicles used by Contractor shall be clearly identified with the name of the company, including personal transportation vehicles if not accompanied by company vehicles at the site.**
- F. Contractor shall perform the work in such a way as to minimize disruption to the normal operation of City staff. Major repairs/replacement will need to be scheduled with the City.**
- G. Upon completion of Work, Contractor shall be responsible for cleaning and removing from the job site all debris, materials and equipment associated with the Work performed and shall obtain a final walk-through/inspection by the City.**
- H. Contractor shall make necessary repairs to HVAC units in such a manner that does not damage City property. In the event damage occurs to City property, or any adjacent property by reason of any repairs or installation performed under this Agreement, Contractor shall replace or repair the same at no cost to the City or adjacent property owner. If damage caused by Contractor has to be repaired or replaced by City, the cost of such work shall be deducted from the monies due Contractor.**

2. Personnel

- A. Contractor shall provide a reasonable number of personnel to complete the work timely.
- B. Contractor's employees shall wear identification badges or a uniform shirt or vest bearing the Contractor's name and/or logo while on City's premises. Contractor's employees without City escort are forbidden access to designated areas. All doors, locks and lights shall be returned to original state as found upon completion of work.
- C. All Contractor employees shall conduct themselves in a professional and courteous manner. Contractor employees shall not be accompanied in the work area by acquaintances, family members or any other person unless said person is authorized by the City.

3. Preventative Maintenance Service

- A. Work in this category is defined as per the Manufacturers recommendations.
- B. Preventative maintenance service includes, but is not limited to; inspect, repair as needed, and replace all failed, worn, stationary or moving components and or parts including but not limited to refrigerant, oil, bearings, motor systems, seals, gears, burners, actuators, controls valves, switches, and panels. Included in this category are Critical Components and parts of the City HVAC System which include, but are not limited to: Cooling Tower, Air Handling, Air Handler and Fan Filters, Pumps, Boilers, Water Treatment Service, Unitary Equipment (Packaged or Split), Automatic Temperature Controls and Direct Digital Control (DDC) Controls.
- C. All parts, refrigerant, oil and other material to complete repairs require approval prior to installation.
- D. In addition to the Manufacturers recommendations, below are the minimum maintenance requirements for various types of critical equipment. Not all equipment is listed.

COOLING TOWER:

ANNUAL PM (PREVENTIVE MAINTENANCE)

- 1. Clean debris from platform and surrounding area.
- 2. Clean water sump and check condition.
- 3. Clean float valve assembly and adjust for proper operation.
- 4. Check and clean bleed offline and overflow.
- 5. Clean tower strainers.

6. Clean tower spray nozzles and eliminators.
7. Flush cooling tower after cleaning.
8. Check sump heaters and thermostats for calibration and operation.
9. Check and adjust fan belts, replace as necessary.
10. Fill system after cooling tower has been cleaned.
11. Check for leaks.
12. Lubricate fan and motor bearings per manufacturer's recommendation.
13. Check amperage on motors and pumps.

MONTHLY

1. Inspect fan, motor, and belts. Replace as necessary.
2. Check oil level in gear box. Add oil as required.
3. Check intake strainer, bleed and overflow.
4. Check operating conditions. Adjust as required.
5. Clean and inspect Variable Frequency Drive (VFD).
6. Clean tower spray nozzles and eliminators.
7. Add necessary chemicals for optimal water treatment (free flow or feeder).

AIR HANDLING:

ANNUAL MAINTENANCE

1. Inspect and clean coil.
2. Inspect and verify condensate drain pan and drain line flow.
3. Inspect fan wheels.
4. Inspect drive sheaves.
5. Check belt alignment and tension.
6. Lubricate as required.
7. Check bearing and motor mounting.
8. Check motor operating voltage and amperages.
9. Check inlet vanes (where applicable) and for dampers and adjust if necessary.

MONTHLY

1. Check belt tension.
2. Lubricate as required.
3. Check bearing and motor mounting.
4. Check any excessive vibration or noise and correct if required.

5. Inspect and clean coils.

AIR HANDLER AND FAN FILTERS:

MONTHLY (ANIMAL CONTROL ONLY)

1. Change disposable filter (media included) or clean permanent filter.
2. Replace with high-efficiency pleated type filters. Minimum Efficiency Reporting Value (MERV) 8 Commercial Filters.

QUARTERLY

1. Inspect and report recommended action to the operator.
2. Change disposable filter (media included) or clean permanent filter.
3. Replace with high-efficiency pleated type filters. "MERV 8" Commercial Filters.

PUMPS:

ANNUAL PM

1. Clean pump strainers.
2. Lubricate pump bearings per manufacturer's recommendations.
3. Lubricate motor bearings per manufacturer's recommendations.
4. Tighten all nuts and bolts. Check motor mounts and vibration pads. (Replace and adjust as required.)
5. Visually check pump alignment and coupling.
6. Check motor operating conditions.
7. Inspect electrical connections and contactors.
8. Check and clean strainers and check hand valves.
9. Inspect mechanical seals or pump packing. Replace and adjust as required.
10. Operate pumps and check efficiency.

SEMI-ANNUALLY

1. Lubricate pump bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Check suction and discharge pressures.
4. Check packing or mechanical seal and adjust as necessary.

5. Check motor voltage and amperage.

BOILERS:

ANNUAL MAINTENANCE

1. Clean burners and remove if needed.
2. Check and clean combustion air fan and combustion chamber.
3. Check ignition and clean ignition components.
4. Check all gas valves.
5. Check flow switch operation.
6. Check flue gas for clean combustion.
7. Check operating controls.
8. Check for leaks.
9. Check high limit safety.
10. Refill boiler inclusive of water treatment services.
11. Perform test.
12. Test safety/relief valve(s) after start-up (full pressure test).
13. Clean or replace fuel filters.
14. Check operation of low water cutoff and feed control(s).
15. Check settings and test all operating and limit controls.
16. Closed loop water treatment.

WATER TREATMENT SERVICE:

ANNUAL INSPECTION

1. Clean chemical feed pump section strainer.
2. Disassemble and clean bleed line strainer.
3. Disassemble and clean flow through sensor.
4. Disassemble and clean solution bleed valve.
5. Disassemble and clean chock valve assembly.
6. Check chemicals in feed tank.
7. Check dissolved solids content in water.
8. Check pH of water being treated.
9. Check bleed rate.
10. Check chemical content in system being treated.
11. Check conductivity controller operation.
12. Adjust chemical fixed pump as required.
13. Check for algae.
14. Add chemicals as required (chemicals included)
15. Replace pot feeder filter.

MONTHLY

1. Check chemicals in feed tank and adjust as required.
2. Check dissolved solids contents in water.
3. Check pH of water being treated.
4. Check bleed rate.
5. Check chemical content in system being treated.
6. Check conductivity controller operation.
7. Adjust chemical feed pump as required.
8. Check for algae.
9. Balance chemicals as needed.

UNITARY EQUIPMENT (PACKAGED AND SPLIT)

ANNUAL MAINTENANCE

1. Check unit thoroughly for refrigerant leaks.
2. Check and calibrate safety controls and overloads.
3. Check compressor oil levels (where applicable).
4. Check main starter, tighten all starter terminals and check contacts for wear.
5. Check oil level in compressor (where applicable).
6. Tighten motor terminals and control panel terminals.
7. Check crankcase heater.
8. Make operating log including refrigerant pressures, temperatures, super heat and sub cooling.
9. Report any uncorrected deficiencies noted.
10. Lubricate fan bearings.
11. Inspect and adjust belt alignment and tension.
12. Check damper operation. Lubricate and adjust as required.
13. Clean coils.
14. Gas heat option.
15. Check operation and calibration of gas train components.
16. Check burner sequence of operation.
17. Check combustion blower and clean.
18. Check burner or heating element operation (where applicable).
19. Inspect heat exchanger.
20. Check and calibrate operating controls.
21. Electric heat option.
22. Inspect electrical connections and contactors for frayed or loose connections.
23. Check and calibrate all operating safety controls.

24. Inspect control valves and traps.
25. Check and calibrate all operating and safety controls.
26. Check starter operation, voltage and current.
27. Flush condensate.
28. Check all capacitors and take MFD readings.

SEMI-ANNUAL

1. Make operating log of temperatures, pressures, voltages and amperages, etc.
2. Check and adjust operating and safety controls.
3. Check operating of crankcase heater.
4. Check oil level and add as required.
5. Check operation of control circuit.
6. Check operating log with operator, discuss operation of the machine generally.
7. Inspect filters and replace as required if on quarterly cadence.
8. Check operation of burner or heating elements (seasonal).
9. Check operation of motor and starter.
10. Check heating controls (seasonal).
11. Check gas burner or heating element operation (seasonal).
12. Report to operator any uncorrected deficiencies noted.
13. Clean condenser coils.
14. Check operation of condensate pump and motor.

WATER SOURCE HEAT PUMPS (WSHP)

ANNUAL INSPECTIONS

1. Tighten all electrical connections in disconnect and electrical compartment.
2. Check all wires for frayed, loose or burnt connections.
3. Examine contactor for wear and pitted points. Tighten connection on contactor and check for voltage loss between points.
4. Check all capacitors and take Microfarad (MFD) readings.
5. Clean electrical compartment of all dirt.
6. Inspect coil for sign of leaks, oil spots in and around unit.
7. Check around coil for water leakage.
8. Check drain lines to make sure they are not clogged.
9. Clean coil.
10. Check the wheel, house and motor for cleanliness. Clean.
11. Check the bearing for wear and lubricated.

12. Check the belts and pulleys change belt.
13. Make sure all connections are tight on the compressor.
14. Exercise ball valves for chilled water supply and return lines.
15. Verify equipment is returned to normal operation.
16. Replace all screws, ensure all panels are secure and not loose.
17. Check to make sure the condensate line is pitched and primed.
18. Remove and clean Y strainers.

SEMI-ANNUAL

1. Make operating log of temperatures, pressures, voltages and amperages, etc.
2. Check and adjust operating and safety controls.
3. Check operation of blower and blower motor.
4. Flush Y strainers.
5. Check operation of control circuit.
6. Inspect condensate pans and lines.
7. Check operation of condensate pump and motor.
8. Report to operator any uncorrected deficiencies noted.
9. Clean condenser coils.

REFRIGERATION:

ANNUAL MAINTENANCE FOR LOW-TEMP FREEZER AT ANIMAL CONTROL

1. Clean coils.
2. Check and adjust operating and safety controls and alarms.
3. Check and clean fan and blower motor.
4. Inspect and tighten all electrical connections.

DIRECT DIGITAL CONTROLS (DDC):

Currently the City has a variety of Active DDC systems. The Public Works Facilities Team have access to the DDC Systems. Reports, Logs, Trends, or any other action needed to remotely operate the DDC System will be provided by the Public Works Supervisor at the Service Providers' request. If proprietary vendor support services are needed, it shall be recommended by Contractor.

Location

City Hall

MGC

Police Station

Type

Pelican, Trane Ensemble,

Pelican, Trane Ensemble,

Pelican, Trane Ensemble

Library	Pelican, Trane Ensemble
IT	Pelican
Park Rangers	Pelican
Public Works	Pelican
Animal Control	Pelican

EVAPORATIVE COOLING

ANNUAL MAINTENANCE

1. Check belt tension.
2. Lubricate as required.
3. Check the bearing and motor mounting.
4. Check any excessive vibration or noise and correct if required.
5. Lubricate all components as needed.
6. Replace all the pads as needed.
7. Provide rust preventative maintenance as required.
8. Repair, replace and adjust all float assembly systems as needed.
9. Check and verify pump operations.
10. Check and verify proper flow and function of pump distribution tubing.

EXHAUST FANS

ANNUAL MAINTENANCE

1. Check belt tension.
2. Check bearing and motor mounting.
3. Check any excessive vibration or noise and correct if required.
4. Lubricate all components.
5. Clean housing

4. Scheduling

- A. Scheduled Maintenance Service. Scheduled Maintenance Service is defined as service or repair work that is not time sensitive or where the work involved is of such a nature that allows for advanced scheduling. Examples include but are not limited to the scheduled replacement of any part of the Heating or Cooling System. Scheduled maintenance and repair requests shall be responded to within two (2) business days of notification. In no event will the Scheduled Maintenance Service be considered overtime without prior approval of the Public Works Facilities Supervisor or designee.

- B. Emergency Maintenance Service. Work in this category is considered to be a safety concern and shall be performed by the Contractor at the direction of the Public Works Facilities Supervisor or designee. An example situation that may require an emergency response to the heating or cooling system is a compressor failure, failed electronic actuator, failed motors, failed 2 or 3-way valve, failed fan, switch, or failed electronic board. When notified by the City to respond to an emergency situation, the Contractor shall be at the site in one (1) hour or less from the time of notification. The Contractor shall maintain a local telephone number where contact can be made twenty-four (24) hours per day.
- C. Working Hours. Services should be performed during normal working days and hours, which are defined as Monday through Thursday, 6:00 a.m. to 5:00 p.m. (except scheduled holidays, see below). Note: The City schedules are based on a 4/10 workweek and is closed on Fridays; therefore, Service Providers should schedule any intrusive Preventative Maintenance or repairs to the HVAC System on Friday unless Service Provider receives prior approval from the Public Works Facilities Supervisor or designee.
- D. Holidays. The City recognizes and will be closed on the below scheduled Holidays: If a scheduled holiday falls on a Friday, Saturday, or Sunday, the City will designate an alternate holiday for staff.
- i. New Year's Day
 - ii. Civil Rights Day
 - iii. President's Day
 - iv. Memorial Day
 - v. Independence Day
 - vi. Labor Day
 - vii. Veteran's Day
 - viii. Thanksgiving Day and the day after Thanksgiving Day
 - ix. Christmas Eve
 - x. Christmas Day
 - xi. New Year's Eve

5. Locations

- A. Animal Control 725 E Baseline Ave
- B. City Hall 300 E Superstition Blvd
- BLDG A - City Attorney
- BLDG B – Council Chambers

BLDG C - Clerk
BLDG D - Water Department
BLDG D - Developmental Services
BLDG E – City Management
BLDG F - Human Resources
BLDG G - Court

C.	Library	1177 N Idaho Road
D.	MGC	1035 N Idaho Road
E.	Police Department	1101 N Idaho Road
F.	Prospector Park	3015 N Idaho Road
G.	Public Works	575 E Baseline Ave
H.	Superstition Shadows Pool	1091 W Southern Ave
I.	Police Department Substation	3880 S. De Niza Road

EXHIBIT B

COMPENSATION

FIRM: Evolution Mechanical Services, LLC

ADDRESS: 1841 W. Washington Street, Phoenix AZ 85034 1230

TELEPHONE: (602) 257-1319 **Fax** None

BASE BID

	DESCRIPTION OF SERVICES	QUANTITY	TOTAL COST
1	Preventative Maintenance	Per Year	\$55,050.00
2			
3	Apprentice Service	Per Hour	\$100.00
4	HVAC Service	Per Hour	\$115.00
5	Plumbing Service	Per Hour	\$115.00
6		Per Hour	
7		Per Hour	
8		Per Hour	
9	Materials Mark-Up	Cost Plus %	40%

TOTAL BASE LUMP SUM BID \$ 55,050.00 per Year

 **Date** September 2, 2025

Signature

Ed White **Title** ~~Vice~~ President

Printed Name