RESOLUTION NO. R-25-64

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE FAGAN COMPANY DBA EMCOR SERVICES FAGAN IN AN ANNUAL AMOUNT OF \$45,005.00 FOR HVAC PREVENTATIVE MAINTENANCE AND RELATED SERVICES AT CERTAIN CITY FACILITIES.

WHEREAS, staff requested proposals from qualified HVAC firms and the proposal from The Fagan Company dba EMCOR Services Fagan was determined to be the best; and

WHEREAS, staff recommends the award of a contract to The Fagan Company dba EMCOR Services Fagan for HVAC preventative maintenance and related services at certain City facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with The Fagan Company dba EMCOR Services Fagan as outlined in the contract in an annual amount of \$45,005.00.

FURTHER, **THAT**, funds for such purpose are authorized from the General Fund and the Combined Waterworks and Sewerage System Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 27TH DAY OF OCTOBER 2025.

Mayor Les Smith

ATTEST:

Kris Keller, City Clerk



Request for Council Action

RES ⊠# R-25-64

BILL □# City Clerk Only

ORD # City Clerk Only

Date: 10/20/2025

Department: Public Works

Meeting Date Requested: 10/27/2025

Public Hearing: Yes □ Date: N/A

Subject: Contract Award, HVAC Preventative Maintenance

<u>Background</u>: For many years, the City has used The Waldinger Corporation for heating, ventilation, and air conditioning (HVAC) services. Over the past five (5) years, the City has spent an average of \$150,000 per year for these services. Furthermore, during this same period, staff has noted a general decline in customer service and the need for a robust preventative maintenance (PM) program to reduce repair costs.

City staff recently developed a request for proposal (RFP) focusing on quarterly PM services and hourly rates for necessary repairs. The RFP was issued directly to Waldinger and The Fagan Company dba EMCOR Services Fagan (Fagan). Fagan currently provides HVAC services to Summit Grill and is listed in The Interlocal Purchasing System (TIPS), a national purchasing cooperative of which the City is a member. A summary of the pricing contained in the proposals is summarized below:

The Waldinger Company

\$25,995

The Fagan Company (EMCOR)

\$45,005

<u>Budget Discussion</u>: Funds are available in the General Fund and the Combined Waterworks and Sewerage System Fund.

<u>Public/Board/Staff Input:</u> Staff reviewed the proposals in detail and noted that the documentation provided by Fagan was clear and concise. It was also noted that the average hourly rates charged by Fagan are less than those of Waldinger for callouts and emergency repairs. Based upon the available information, it is the recommendation of staff to award a two (2) year contract with up to three (3) mutually agreed upon one-year renewals to Fagan. Please note that Fagan serves several neighboring communities including Kansas City and Sugar Creek in Missouri and Overland Park and Olathe in Kansas.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Timothy A. Nebergall

JA

BB

Department Director/Administrator

City Attorney

City Manager

R-25-64

CITY OF GLADSTONE HVAC PREVENTATIVE MAINTENANCE CONTRACT

THIS AGREEMENT, made and entered into this <u>15th</u> day of <u>October</u>, 2025, (the "Effective Date") by EMCOR Services Fagan (hereinafter "Contractor") and the City of Gladstone, Missouri (hereinafter "City").

WHEREAS, the City desires to engage the Contractor to provide the services under the terms and conditions of the contract attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows:

<u>SECTION 1.</u> Term of Agreement. The initial term of the contract shall be one (2) year with up to three additional mutually agreeable one (1) year renewals.

<u>SECTION 2.</u> Scope of Services. The Contractor shall provide the Project Services described in <u>Exhibit A.</u> The Contractor will hire, train, supervise, direct the work of, and discharge all personnel engaged by them to perform the Project Services. The Contractor is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Contractor's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

SECTION 3. Payment. The City shall pay the Contractor fee as described in Exhibit A.

<u>SECTION 4.</u> Prevailing Wages. The Contractor shall comply with all laws regarding the payment of prevailing wages to employees of the Contractor or subcontractor, if applicable. Contractor shall indemnify the City for any damage resulting to the City from failure of either the Contractor or any subcontractor to pay prevailing wages pursuant to applicable laws.

SECTION 5. Construction Safety Training.

- A. The Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. If any on-site employees have not previously completed a construction safety program, Contractor shall require those on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
- C. The Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days or will be subject to removal from the project.
- D. The Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

SECTION 6. Notice of Penalty Provisions

A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500), plus one hundred dollars (\$100) for each on-site employee employed by Contractor or its subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 5 above.

- B. The penalty described in Subsection A of this Section shall not begin to accrue until the time periods described in Sections 5B and 5C above have elapsed.
- C. Violations of Section 5 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

<u>SECTION 7.</u> Unauthorized Aliens. Pursuant to 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto as <u>Exhibit B</u> and incorporated herein, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

SECTION 8. Insurance Requirements.

A. <u>General Provisions</u>. Contractor shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below, and shall maintain such insurance until this contract is terminated.

B. Limits and Coverage.

- Professional Liability Insurance: Professional Liability insurance in an amount not less than \$2,000,000 Combined Single Limit, if applicable.
- 2. <u>Commercial General Liability Insurance:</u> \$4,000,000 CSL for bodily injury and property damage per occurrence or sovereign immunity limits.
 - a. The following endorsements shall attach to the policy:
 - (i) The policy shall cover personal injury as well as bodily injury.
 - (ii) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
 - (iii) Broad form property damage liability shall be afforded.
 - (iv) The City shall be listed as an additional insured.
- C. Workers' Compensation Insurance: The Contractor shall obtain and maintain Workers' Compensation Insurance for a limit of \$500,000 for all of their respective employees, and in case any work is sublet, the Contractor shall require any subcontractors to provide Workers' Compensation insurance for all subcontractors' employees, in compliance with Missouri law. The Contractor hereby indemnifies the City for any damage resulting to it from failure of either the Contractor or any contractor or subcontractor to obtain and maintain such insurance.
- D. <u>Commercial Automobile Liability Insurance:</u> Contractor shall obtain and keep in force commercial automobile liability insurance with a \$4,000,000 CSL covering scheduled automobiles. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Agreement, by the Contractor or subcontractor. The minimum limits for commercial automobile liability insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.

A. <u>Labor and Materials Payment Bond</u>. Prior to commencement of field work, Contractor shall furnish a labor and materials payment bond in a form acceptable to the City Attorney, in an amount equal to 100% of the total cost of completing the field work, as determined by the City, conditioned upon the payment for all labor and materials suppliers. Copies of certifications of such bond shall be delivered to the City prior to the commencement of construction.

SECTION 10. General Conditions

- A. <u>Compliance with Laws and Safety Regulations</u>. Contractor shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Contractor shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. In the performance of the Project Services, Contractor shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any other pertinent federal, state and/or local safety or environmental laws or regulations.
 - Contractor shall obtain and maintain an occupational or business license with the City, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor.
- B. <u>Contractor's responsibility for subcontractors</u>. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
- C. <u>General Independent Contractor Clause</u>. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws.
- D. Liquidated Damages. N.A.
- E. <u>Termination</u>. The City shall have the right at anytime by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

F. <u>City's Right to Proceed</u>. In the event this contract is terminated pursuant to Paragraph E above, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

G. Liability.

- In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.
- 2. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
- 3. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
- 4. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
- 5. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
- 6. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.
- H. <u>Conflict of Interest</u>. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Gladstone, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of Section 105.450 et seq., RSMo., shall not be violated.
- I. <u>Assignment</u>. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including

the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

- J. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. Furthermore, by its sworn affidavit in substantially the form attached hereto as Exhibit C and incorporated herein, Contractor hereby affirms for the duration of this agreement to not engage in the boycott or discrimination of Israel as defined in Section 34.600, RSMo.
- K. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:
 - If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
 - 2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
- L. Notices. Any notice, approval or other communication between the City and the Contractor pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

The City: City of Gladstone, Missouri

Attn: Tim Nebergall - Public Works Director

4000 NE 76th Street Gladstone, MO 64119

Contractor: Brandon Alden

EMCOR Services Fagan 3125 Brinkerhoff Road Kansas City, KS 66115

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Contractor.

- M. <u>Entire Agreement</u>. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.
- N. <u>Jurisdiction</u>. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Clay County, Missouri.

IN WITNESS WHEREOF, the Contractor and the City have executed this Agreement as of the Effective Date.

The Fagan Company (dba: EMCOR Services Fagan)	CITY OF GLADSTONE, MISSOURI:
By: Bob Roach	By: Manage
Name: Bob Roach	Name: Robert M. Baer
Title: COO	Title: City Manager

EXHIBIT A



PROPOSAL FOR:

<u>Professional HVAC</u> <u>Maintenance Services</u>:

Gladstone Public Works 4000 NE 76th St

Gladstone Animal Control 3960 NE 76th St

Gladstone Fire Station 1 & 2 6118 N. Oak Trafficway 6569 N. Prospect Ave

Gladstone Water Treatment Plant 913 NW 44th Terrace

Gladstone AJ Farm 4109 NE Pleasanton Valley Rd

SUBMITTED BY:

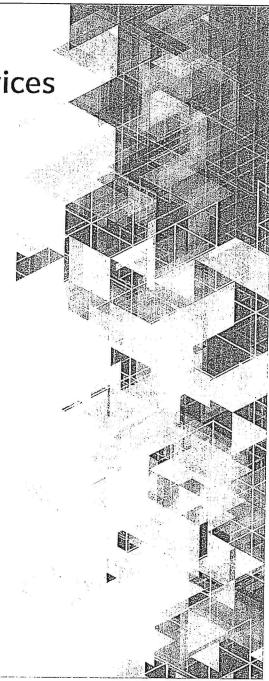
Brandon Alden

EMCOR Services Fagan 3125 Brinkerhoff Road Kansas City, Kansas 66115

EMCOR Fagan TIPS#: 11152

balden@faganco.com

Proprietary & Confidential







September 16, 2025

City of Gladstone 7010 N Holmes St Gladstone, Missouri 64118

Dear Charlie & Jennifer:

EMCOR Services Fagan appreciates the opportunity to provide you with our proposal for a best-in-class maintenance program customized specifically for the HVAC equipment at City of Gladstone. The benefits for City of Gladstone from a well-designed and implemented maintenance program such as the one we are offering often include:

- Reduction in unplanned down-time
- Page Reduction in costly emergency repairs
- lmproved ability to forecast repair & maintenance costs

Further, our commitment to documenting equipment condition, status, and service-work allows us to create an operational baseline, which can then be compared to historical data. Over time, if coupled with additional predictive services and more advanced analytics, we can even begin to identify and correct problems before major damage can occur. Our program is predicated on this focus and driven with this in mind.

As you review our proposal, you'll see that Section 1 provides an abbreviated summary of the services we've included in your maintenance program with Sections 2 and 3 providing pricing and terms, respectively. The Appendices provide additional details you may find useful during your review of our solution such as included equipment, included inspections, additional/enhanced services and finally, lists of typical tasks performed by technicians.

We at EMCOR Services Fagan look forward to working with you and your staff in performing this maintenance program. Should you have any questions or require additional information, please contact me.

Sincerely, EMCOR Services Fagan

Brandon Alden Business Development Specialist













Overview of PM Program

Benefits for all Agreement Customers

- 24x7x365 emergency service prioritized ahead of our non-agreement customers.
- Use of highly trained technicians that understand your equipment and are equipped with state-ofthe-art tools
- · Discounted labor rates on out of scope repair services
- Annual support for customer's capital planning process
- Ongoing assurance that EMCOR Services Fagan is fully insured, committed to safety, and is in full
 compliance to all local, state, federal, and relevant regulatory requirements.

Scheduled inspections for covered equipment is based on industry standards, including major and minor inspections, filter replacements, and coil cleanings, among others. Plus, PM visits always include:

- ♦ Documentation of work performed, electronically sent to client, including photos & videos as needed.
- $\boldsymbol{\hat{\boldsymbol{\varphi}}}$ Efficient work-order management via use of "smart" mobile devices.
- $\ \, \bullet \ \, \text{Identification of issues found during planned inspections along with any recommended additional work.}$

Clarifications

- **EMCOR Services Fagan is a member of the TIPS program, #11152
- ♦ When needed, replacement filters are to be provided by the client.
- Coil Cleanings can be performed on applicable equipment when needed for an additional cost.
- Belts are checked during every visit, replacements are to be provided by the client.





Equipment List

PUBLIC WORKS

	Eup Outroys	Equipmentation		Shire	340	With the	
					[Major]	[Minor]	CC
2	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	York RTU's x2	To 5 Tons	2	2	1
1	Split Systems	AHU w/ Elec Heat (Part of Split HP)	Mini-Split, Mitsubishi	To 1.5 Tons	2	2	0
1	Split Systems	Cond Unit- Heat Pump (Part of Split HP)	Mini-Split, Mitsubishi	To 1.5 Tons	2	2	1

ANIMAL CONTROL

	and blefth div	r Equipment (Vp)		1000			DIVE
					[Major]	[Minor]	Clean
1	Packaged Units	Pkgd DX (Air Cld)- Gooling w/ Gas Heat	RTU 1, York	To 5 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	RTU 2, York	To 20 Tons	2	2	1
1	Split Systems	AHU w/ Gas Furn (Part of Split DX)	Yark Split System	To 5 Tons	2	2	0
1	Split Systems	Cond Unit (Part of Split DX w/ Gas Heat)	York Split System	To 5 Tons	2	2	1

WATER TREATMENT PLANT

	i inipidicions	a segulariento y c		Signal Signal	20		one y
	ALCOHOL: 12				[Major]	[Minor]	CC
1	Air Handling Units	Make-up Air Unit (w/ Heat)	Sterling Rooftop Furnace	To 1 Hp	2	0	0
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	York RTU 1 (5-ton)	To 5 Tons	2	2	1
2	Split Systems	AHU w/ Gas Furn (Part of Split DX)	York Split Systems x2	To 3 Tans	2	2	0
2	Split Systems	Cond Unit (Part of Split DX w/ Gas Heat)	York Split Systems x2	To 3 Tons	2	2	1
1	Unit Heaters	Unit Heater (Gas)	Sterling Unit Heater, Interior	To 75,000 Btu/Hr	1	0	0

3 | Page Proposal 001666







FIRE STATION #1

	15000100000	Eculprient type.	the section of the section of	Sign	900	Will all	one.
le d					[Major]	[Minor]	CC
1	Condensing Units/ Dry- Coolers	Dry-Cooler (Condenser w/ no compressor)	Wabtec Condenser	To 20 Tons	1	3	1
1	Fans	Fan (Exhaust)	Exhaust Fan 1	To 1 Hp	1	1.	0
2	Fans	Fan (Exhaust)	Exhaust Fan 2 & 3	То 5 Нр	1	1	0
1	Split Systems	AHU w/ Gas Furn (Part of Split DX)	York Split System #1	To 5 Tons	2	2	0
1	Split Systems	Cond Unit (Part of Split DX w/ Gas Heat)	York Split System #1	To 5 Tons	2	2	1
1	Split Systems	AHU w/ Gas Furn (Part of Split DX)	Carrier Split System #2	To 5 Tons	- 2	2	0
1	Split Systems	Cond Unit (Part of Split DX w/ Gas Heat)	Carrier Split System #2	To 5 Tons	2	2	1
1	Split Systems	AHU w/ Gas Furn (Part of Split DX)	York Split System #3	To 3 Tons	2	2	0
1	Split Systems	Cond Unit (Part of Split DX w/ Gas Heat)	York Split System #3	To 3 Tons	2	2	1

FIRE STATION #2

	Epulp Gitoron	Commentario	State (SC) resemble	e do			OP A
					[Major]	[Minor]	Clean
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	RTU 2, Trane	To 7.5 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	RTU 1, Trane	To 12.5 Tons	2	2	. 1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	RTU 5, Trane	To 7.5 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	RTU 3, Trane	To 10 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	RTU 4, Trane	To 5 Tons	2	2	1
1	Split Systems	AHU w/ Gas Furn (Part of Split DX)	Split System	To 3 Tons	2	2	0
1	Split Systems	Cond Unit (Part of Split DX w/ Gas Heat)	Split System	To 3 Tons	2	2	1
1	Custom	ERV (Energy Recovery Ventilator)	Cook ERV	1/3 HP	2	2	0
2	Fans	Fan (Exhaust)	Cook Exhaust Fans x2	То 1 Нр	1	1	0
2	Misc. & Other	Water Heater- Domestic/ Light Commercial	AO Smith Water Heater x2	To 100 Gal	1	1	0

4 | Page





AJ Farm

	Grups G Toyab	(Euromaniappe	a ye. in other,	SHOW	1000		oil e
					[Major]	[Minor]	Clean
1	Packaged Units	Pkgd HP (Wtr Cld via CLOSED Loop)- ALL	GeoThermal Heat Pump	To 4 Tons	2	2	0

Proposed Pricing

	Annual			100	133	W.			
Public Works	Quarterly PM S	ervice							- 1
Animal Contro	ol Quarterly PM	Service					111.112.1	2000	 1
			0. C 34 (25		- 4	VIV. 1	200	15 150	 75 H/I
Water Treatm	ent Plant Quar	terly PM Ser	vice						
and some or	1 14		20	225	22				
Fire Station #1	Quarterly PM :	Service							1
Fire Station #2	Quarterly PM S	Service	7887 % 100					9.8	 1
AJ Farm Quarte	erlv PM Service	**	(A)					٠	1
AJ Farm Quarte	erly PM Service								

Annual Maintenance Solution = 6 Locations	
Grand Total Quarterly PM Service	\$13,725.00
Sample Quarterly Payment	\$3,431.25
Optional: Condenser Coil Cleanings, all locations	\$3,744.00

5 | Page

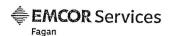




Cost for this program is payable per <u>Quarter</u> in advance of work performed, for a period of 1 year (est. contract start and end dates of 10/01/2025 and 09/30/2026, respectively), and in accordance with the terms and conditions in Section 3 of this proposal.

This proposal is EMCOR Services Fagan's confidential information, which EMCOR Services Fagan has prepared exclusively for Customer using EMCOR Services Fagan's confidential and proprietary information. The proposal is provided to Customer conditioned on Customer's use only to engage with EMCOR Services Fagan concerning the subject matter of the proposal, and is not intended for Customer's use with, or dissemination to, any other third party.

Acceptance	
Customer: City of Gladstone	Contractor: EMCOR Services Fagan
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:





Section 3-TERMS/AND/CONDITIONS (Maintenance Service Agreement)

This agreement (the "Agreement") is made this 16th of September, 2025 between City of Gladstone, located at (7010 N Holmes St, Gladstone, Missouri, 64118) (the "Customer"), and EMCOR Services Fagan (3125 Brinkerhoff Rd, Kansos City, Kansas, 66115) (the "Contractor").

1. SERVICES:

- Contractor will perform the mechanical maintenance services set forth in Appendix A (the "Services"), attached hereto, for Customer at Customer's premises, located at 4000 NE 76th St, Kansas City, Missouri, 64119 (the "Site").
- Contractor will provide the Services at the Site for the
- equipment set forth in Appendix A1 (the "Equipment").
 Contractor will perform the Services for the Equipment
- pursuant to the provisions of this Agreement.
 Scheduling for each inspection will depend on (i) equipment type and (ii) actual annual and/or seasonal conditions, but will be consistent with industry standards and manufacturer's recommendations.
- Unless specified otherwise, Contractor will perform the Services during normal working hours, Monday through Friday, and Services do not include any labor for or during off-hours, overtime work, stand by time, or emergency services.
- Unless specified otherwise, Services do not include the
- Unless specified otherwise, Services do not include the following:

 () maintenance, repair, or replacement of (a) stationary and/or non-maintainable parts of the Equipment, including, but not limited to, cabinets, enclosures, casings, insulating materials, electrical wiring, structural supports, pressure vessels, tubus, door seals, floor dislate, thermometers, gaugas, flues, ductwork, plping, grilles, heat transfer tubes and colls, refractories, oil or gas heat exchanger, fan housings, ductwork, and like or similar other things/parts, and (b) obsolete components (ii) maintenance, repair, replacement, or other work that is necessitated by (a) circumstances beyond the normal, customary, and anticipated operating anvilnoment for the Equipment, including, but not Ilmited to, vandalism, flooding, fire, lightning, roof leaks, or power failure, (b) Customer's improper acts or omissions, including, but not limited to, installation of Incompatible equipment, improper operating procedures, and improper or inadequate waist reasument or filter service, or (c) Customer's foliure to authorize Contractor to perform recommended work;
 - recommended work;
 (iii) any other goods or services not set forth in the Services that any
- (iii) any other goods or services not sot forth in the Services that any gevernmental authority, insurance company, or other entity may require that has the authority to direct Customer to take certain actions concerning the Equipment;

 (iv) any goods or services for, or concerning (a) maintenance, repair, replacement, or other work due to damage to Equipment caused by freezing weather art corresion; (b) valves; (c) electrical supply, disconnect switches, circuit breakers; (el monitoring/recording valviers as filicad to Equipment, and (e) temporary cooling or he ating dawies afficked to Equipment, and (e) temporary cooling or he ating (i) work performed and (ii) problems or abnormal conditions.

 Documentation does not (i) report any testing of securitions
- Documentation does not (i) record any testing, observations, and/or diagnostics that are normal or in-range, (ii) record any iterative testing, observations, and/or diagnostics, or (iii) include "filling out" or completing any checklist (checklists are provided only to guide technician's performance of work). Additional information such as completed checklists, photos of site or equipment, or use of third-party applications are excluded unless specified otherwise.

2. PRICING AND PAYMENT

- Customer agrees to pay Contractor pursuant to the provisions of this Agreement
- 2.2 Customer agrees to pay Contractor for the Services in cordance with the pricing set forth in the proposal's Section 2 (and as set forth elsewhere for additional work), and

- Customer also shall pay Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations under this Agreement.
- Notwithstanding anything to the contrary in this agreement, to the extent this agreement includes materials, products, and/or equipment that are manufactured, produced. assembled in, or otherwise originate from, a country other than the United States, the parties understand and agree that the pricing for such items may be affected by market conditions including, but not limited to, tariffs, quotas, and/or duties, and Contractor cannot guaranty that the price set forth in any prior proposal or this agreement for such items will be the then-current price when Contractor actually orders such items. Contractor therefore reserves the right to increase the price set forth herein when Contractor orders such items to reflect the then-current price of such items, and Customer agrees to pay Contractor such increased price and assumes he risk of any such price increases for such Items.
- Unless specified otherwise, the pricing set forth in the proposal's Section 2 does not include cost of refrigerant.
- Unless specified otherwise,
 (i) Contractor will invoice Customer for the Services no less frequently than quarterly, and in advance of Service performance;
 (ii) For additional work, Contractor will invoice Customer upon
 - completion unless the duration of work is greater than 30 days, in which event Contractor may invoice Customer on a 30-day progress basis for cost incurred to date with the remaining balance nvoiced upon completion:
 - invoiced upon completion;
 (ii) Customor's payment on invoices is due net 30 days from date of
 finvoice; and tate payment to Contractor shall be subject to simple,
 interest at the rate of one and one-half percent (1½ %) per monit,
 net to exceed the maximum amount allowed by applicable law,
 calculated from the date payment was due until the date payment
 is received by Contractor.

3. PRELIMINARY INSPECTIONS, EQUIPMENT STATUS AND ADDITIONAL WORKS

- Contractor's obligation to commence Services is expressly conditioned on the Equipment being in good working order and serviceable condition, and Contractor reserves the right to exclude any Equipment that does not meet this standard, or that otherwise is obsolete or beyond serviceable life.
 Contractor also reserves the right to conduct operating inspections to determine the status of Equipment on an ongoing basis for planned maintenance, and for maintenance programs with Services that include repairs (labor-only or labor and materials), Contractor will complete these operating inspections prior to performing Services, unless certain Equipment is operationally constrained by season, weather, and/or Site restrictions / Equipment application. Contractor will perform follow-up inspections for such Faulament when possible, but no later than 120 days from commencement of Services. If Contractor determines that initial repair, replacement, or other work is required to restore Equipment to a sultable condition (or such determination is made at any point for planned maintenance), such work shall not constitute a Service under this Agreement, and Contractor will provide Customer with a quotation for such work. If Customer refuses to authorize such work, Contractor may, at its sole option, renegotiate the provisions of this Agreement for such
- Equipment or terminate this Agreement.

 If Customer requests maintenance, repair, replacement, emergency services, or any other work that Contractor concludes is outside the scope of Services, Customer will pay

2 | Page

Proposal 001666





Contractor according to Contractor's quotation for such work or, absent quotation, the rates and material charges then applicable to such labor and items at such time. Additional work also is subject to truck and/or trip charges and charges for miscellaneous items (including, but not limited to, PPE, consumables, disposal charges, and use of specialty tools) then applicable to such work at such time.
The parties further agree that, although the Agreement initially

- covers only preventative maintenance work, it is contemplated that Contractor also may perform certain other services and/or repair work as may be needed and as the parties may agree, and therefore such work is part of the scope of work under this Agreement and Contractor shall perform any other such work subject to the terms of this
- 4. SITE ACCESS AND CUSTOMER OBLIGATIONS- Customer agrees
 - provide safe and reasonable access to the Equipment so that Contractor can perform the Services, and to remove any partitions, fixtures, or materials that may impede Contractor's ability to perform the Services;
 - allow Contractor to start and stop the Equipment as is
 - necessary to perform the Services; provide access to on-site utilities required to perform the Services, including electrical and water supply with hose apigot within 100 feet of Equipment; provide any other assistance as is reasonably necessary so
 - that Contractor can perform the Services:
- 4.5 use and operate the Equipment in accordance with the manufacturer's specifications and directions;
- immediately notify Contractor in the event of any change in the normal use or operation of the Equipment, or any Equipment malfunction; take reasonable safety precautions to protect life and property
- including, but not limited to, fire watch and/or suppression, in the event of any emergency or system failure during the period of time from when Contractor is first notified of the emergency or fallure until such time that Contractor notifies Custome that the emergency has cleared or the system is operational;
- consent to the recording of all inbound and outbound calls for training and quality assurance purposes, and Customer hereby acknowledges and consents to such recording.

5. WARRANTY:

- 5.1 Contractor warrants that (i) the materials provided in performing the Services will be free from defects to the same extent as set forth in the warranty provided by the manufacturer of such materials and (ii) the workmanship provided in performing the Services will be good and of a workman-like standard for sixty (60) days from the date of the
- 5.2 Contractor's warranty in section 5.1. of this article (i) applies only to materials and labor furnished by Contractor in performing the Services and (ii) shall be null and void if Customer subsequently has another contractor provide g or services that relate to, concern, or otherwise affect the
- 5.3 Contractor promptly shall repair or replace, at its sole option, any defective materials occurring within the applicable warranty period for such item, to the extent of such warranty. If a manufacturer's warranty excludes payment to Contractor for labor costs associated with removal, installation, repair, or to table coats associated with removal, installation, repair, other like or similar costs to remody defective materials, Contractor will provide such labor at its own expense during normal working hours for sixty (60) days from the date of the Service, and if Customer requires warranty work at any other

- time outside normal hours. Customer will pay Contractor the rates then applicable to such labor at such time. Thereafter, Customer will pay Contractor the rates then applicable to such labor at such time.
- Contractor promptly shall repair or replace, at its sole option, any improper workmanship of its Work occurring within the applicable warranty period without cost to Customer Contractor will provide labor for the performance of this warranty work at its own expense only during normal working hours, and if Customer requires warranty work at any other time, Customer will pay Contractor the rates then applicable to such labor at such time.

 CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY IS THE
- REPAIR OR REPLACEMENT SET FORTH IN THIS ARTICLE.
 THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE
 DESCRIPTION ON THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES. CONTRACTOR'S TOTAL LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE OBLIGATIONS SET FORTH IN THIS ARTICLE. THIS IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND IT IS IN LIEU OF ANY AND ALL OTHER POSSIBLE REMEDIES, DAMAGES, CLAIMS, OR WARRANTIES WHETHER EXPRESS OR IMPLIED, THE DAMAGE LIMITATION SET FORTH IN ARTICLE 7 ALSO SHALL APPLY TO THIS WARRANTY.

6. EXCUSED DELAY:

- Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Services, if the delay is caused by an occurrence beyond the control of Contractor, or Contractor's subcontractors, suppliers, or vendors, and without fault or negligence of any of them. In addition, any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work). (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that erise, either directly or indirectly, as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an equitable adjustment for time for performance and costs.
- Contractor shall be entitled to additional compensation for any excused delay as set forth in section 6.1 of this article. Contractor shall be entitled to additional compensation for any acceleration or compression of the Services, and for any out of sequence or overtime work, except to the extent caused by Contractor's own negligent acts or omissions.

7. LIMITATION OF LIABILITY:

- 7.1 Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of
- any nature.

 In no event shall Contractor's aggregate liability to Customer for such actual and direct damage exceed an amount, at Contractor's sole option, that is equal to (i) the amount of this Agreement, but if the Agreement is multi-year agreement or variable-priced agreement, an amount that is equal to the value of all Services performed in the year of the event giving rise to the claim, or (ii) the cost to Contractor to repair or replace the Equipment giving rise to the claim.

8. HAZARDOUS MATERIALS:

8.1 Contractor shall not perform any services of any sort that concerns hazardous materials, and shall have no responsibility for accumulation, storage, transportation, or disposal of any hazardous materials or waste generated by Customer or present at the Site.

3 | Page





- 8.2 Contractor shall not be deemed an "operator" of the Site for purposes of current or pending federal, state, or local laws,
- rules, or regulations pertaining to hazardous materials.
 In no event shall Contractor be required to sign any manifests related to hazardous materials generated by Customer or present at the Site.
- Customer shall disclose to Contractor in writing and in advance of Contractor performing any Services any known hazardous materials that are present at the Site, including, but not limited to, the location and type of each such hazardous material, so that Contractor can inform and protect its employees from health risks associated with such hazardous
- Contractor shall not be required to perform any Services in any part of the Site where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify Customer of the circumstance giving rise to the stoppage. Contractor's nonperformance of Services due to such actual or potentially unsafe working conditions shall constitute an excused delay. Customer will be responsible for taking any and all actions necessary to correct such condition in accordance with all applicable laws and regulations, and Contractor will resume performance of the Services in the affected area only in the absence of hazardous materials and/or when the affected area has been rendered harmless and safe for Contractor's erformance of the Services.
- Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including, but not limited to, reasonable attorneys fees, arising out of or resulting from this article.
- Notwithstanding anything to the contrary in this Agreement, any water treatment program and/or services provided by Contractor or its subcontractor expressly exclude any detection or remediation of, prevention or protection from, or other form of treatment for micro-biological growth and/or biological hazards that may be present in or enter Customer's water, water works, and/or systems that contain water. specifically including, but not limited to, Legionella bacteria. Customer and Contractor agree that Contractor or its subcontractor shall not be liable or responsible for any of the foregoing, or for any loss or damage arising therefrom.

9. TERM AND TERMINATION:

- The term of this Agreement shall be for the period set forth in the proposal (the "Term"), unless sooner terminated as rovided herein.
- This Agreement automatically shall renew for successive one (1) year terms, commencing on the expiration of the Term, and renewing on each such yearly anniversary thereafter, conditioned upon mutually acceptable provisions, as set forth In section 9.3. of this article.
- 9.3 The provisions set forth in the proposal and this Agreement concerning scope and price shall apply for the duration of the Term. If the Agreement is not terminated at the end of the Term, the parties will endeavor to reach agreement on mutually acceptable prospective provisions for these terms, which will apply to the next yearly successive term. The parties will follow such process for each successive yearly term until the Agreement is terminated. Failure to reach agreement on such prospective provisions for any successive yearly term shall render the Agreement terminated, which the parties shall confirm in writing.
- Customer or Contractor may terminate this Agreement (i) for convenience upon sixty (60) days prior written notice to the other party or (ii) upon thirty (30) days written notice prior to

- the commencement of any successive yearly term. In the event of either such termination, Customer will pay
 Contractor for all Services performed through the date of termination and, in addition, in the event of termination for convenience by Customer, all other reasonable costs incurred by Contractor that are associated with such termination.
- Customer may terminate this Agreement for cause, but only upon seven (7) days written notice and, further, upon Contractor's failure to commence curative measures in such time and thereafter to proceed to effect such cure. In the event of such termination, Customer will pay Contractor all undisputed amounts due Contractor for all Services performed through to the date of termination.
- Contractor may suspend its performance of Services, without liability of any sort to Customer, if Customer fails to make payment to Contractor within thirty (30) days after the date payment is due. Upon payment, Contractor will recommence performance, and shall be entitled to an extension of time equal to the suspension and all reasonable costs associated
- If, during the Term or successive terms of this Agreement, Customer utilizes an entity other than Contractor to perform any repair, replacement, modification, or other work on any Equipment, Contractor may, at its sole option, renegotiate the provisions of this Agreement for such Equipment or terminate
- If (i) Customer terminates this Agreement for convenience or (ii) Contractor terminates this Agreement for cause, Customer shall pay Contractor all start-up, transition, initial assessment, proposal development, or like or similar costs that Contractor deferred or amortized for payment across the Term of the Agreement, and all such amounts shall become presently due and owing to Contractor.
- 10. NO ASSIGNMENT- Neither Customer nor Contractor shall assign any of its rights or obligations hereunder without the prior written approval of the other party.

11. CHOICE OF LAW AND JURISDICTION:

- This Agreement shall be governed by, construed, and enforced for all purposes in accordance with the laws of the State where the Services are performed, without giving effect to its conflict of laws provisions.

 11.2 Any and all actions arising from, relating to, or concerning the
- subject matter of this Agreement shall be commenced in the United States Federal Court in the appropriate district of such State or the State court of such State, either of which shall
- have exclusive jurisdiction over such actions.

 11.3 Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION
- Any such action also shall be commenced with one (1) year from the date of the Services giving rise to such claim. exception of any action by Contractor for collection of amounts due to it.
- 11.5 Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer.
- 12. ENTIRE AGREEMENT-This Agreement sets forth the entire agreement between the parties on the subject matter contained herein, and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, negotiations, or promises relating to these issues. No agreement modifying this Agreement shall be binding unless made in writing and signed by a duly authorized representative of the party to be bound.

4 | Page

Proposal 001666







APPENDIX A: Scope Details

Tasking Details

This Section provides additional details related to the inspections for equipment listed in Appendix A1, including lists of typical tasks that technicians may perform. NOTE: Actual tasks performed by technicians for any listed equipment type may vary slightly, depending on equipment specifics (presence/ absence of features or accessories), customer application, and/ or requirement from specific manufacturers. In addition, please note that:

- As part of maintenance services, technicians will verify that equipment was either left operating
 properly (or capable of sufficient operation) and when this is not true, will provide a recommended
 next-step.
- All service visits will include documentation of work performed via a written narrative from the technician.
- Unless stated otherwise within this proposal, traditional media filters for major HVAC equipment will be replaced quarterly with new filters of equivalent media and performance. As requirements for "final", high-efficiency (typically MERV-14 or higher, including HEPA), or other specialty filters vary by application and duty, that work will be addressed as additional work unless otherwise specified in this proposal.

Task List	Description
00- Packaged HVAC Units (Major PM- Cooling)	This is a Major PM inspection that applies to all packaged DX units. It should be completed prior to peak cooling season.
	Part 1- While unit is De-energized
	* Check electrical connections
	* Check capacitors for proper output range
	* Check bearings (fan and motor) and drive components for wear
	* (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify
	proper belt tension
	Lubricate blower motor bearings
	* Inspect blower wheel for cleanliness
	* Inspect internal coil/s for cleanliness
	* Check condensate pans and clean as necessary
	* Inspect all contactors for wear & pitting
	* Visually inspect for signs of refrigerant leakage
	* Inspect condenser fan blades
	* Inspect condenser coil for cleanliness & condition
	* Inspect all unit panels for integrity and tight seal
	Part 2- While unit is Energized
	* Check minimum outdoor/ ventilation air settings
	* Check thermostat/control for proper operation (& verify it's left in proper mode)
	* Operate refrigeration system & verify proper performance
	* Check compressor voltage & amps
	* Check blower motor voltage & amps
	* Check crankcase heater for proper operation
	* Check for any vibrations or unusual noises
00- Packaged HVAC Units Major PM- Heating)	This is a Major PM inspection that applies to all packaged DX units with heating (all types). It should be completed prior to heating season.





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	Part 2- While unit is Energized
	* Check minimum outdoor/ ventilation air settings * Check thermostat/control for proper operation (& verify it's left in proper mode)
	Check blower motor voltage & amps (IDX COOLING), Operate refrigeration system & verify proper performance Check for any vibrations or unusual noises
01- Indoor/ AHUs (Major PM Heating)	- The following tasks are part of a MAJOR PM for Indoor Air-Handling Units (AHUs) in preparation for heating season:
	Part 1- While unit is De-energized
	Check bearings ((an and motor) and drive components for wear (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify proper belt tension
	* Lubricate blower motor bearings
	*Inspect blower wheel for cleanliness
	* Inspect internal coiVs for cleanliness * Inspect contactor for wear & pitting
	* (If FUEL HEAT) inspect for any fuel leaks at unit; inspect heat exchanger for
	any signs of leakage or degradation; inspect ignition components for wear Inspect all unit panels for integrity and tight seal
	Part 2- While unit is Energized
	* Check minimum outdoor/ ventilation air settings
	Verify proper operation of safety controls (IF FUEL HEAT), inspect draft inducer and motor for proper operation
	* (If HEAT PUMP), verify proper operation of reversing valve and defrost
	control
	* (If ELECTRIC HEAT), verify heating elements are intact and operational * Operate heating system & verify proper performance
	* Check for any vibrations or unusual noises
01- Indoor/ AHUs (Minor PM)	The following tasks are part of a MINOR PM for Indoor Air-Handling Units (AHUs):
	Part 1- While unit is De-energized
	• (If belt driven) Inspect drive belt for wear and verify proper belt tension
	Check blower and motor bearings for play and wear Inspect contactors for wear & pitting
	* Check condensate pans and clean as necessary
	*Inspect all unit panels for integrity and tight seal
	Part 2- While unit is Energized
	* Check thermostat/control for proper operation (& verify it's left in proper mode)
	Running (Visual) inspection of unit in current mode of operation • Check for any vibrations or unusual noises
01- Split DX- Outdoor Unit/ Cond. Unit/ Condenser	The following tasks are part of a MAJOR PM for a condensing unit (w/compressor), condenser (without compressor) or the like:
Major PM)	Part 1- While unit is De-energized
	• Inspect contactors for wear & pitting
	Visually inspect for signs of refrigerant leakage Inspect condenser fan blades
	* Inspect condenser fan blades * Inspect condenser coil for cleanliness & condition
	Inspect all unit panels for integrity and tight seal
i i	Down Mills well a Francisco
	Part 2- While unit is Energized





	mode) Operate refrigeration system & verify proper performance (If HEAT PUMP system), verify proper operation of reversing valve and defrost control Check compressor voltage and amps Check crankcase heater for proper operation Check for any vibrations or unusual noises
01- Split DX- Outdoor Unit/ Cond. Unit/ Condenser (Minor PM)	The following tasks are part of a MINOR PM for a condensing unit (w/ compressor), condenser (without compressor) or the like: Part 1- While unit is De-energized Inspect contactors for wear & pitting Visually inspect for signs of refrigerant leakage Inspect all unit panets for integrity and tight seal Part 2- While unit is Energized Check thermostat/control for proper operation (& verify it's left in proper mode) Running (Visual) inspection of unit in current mode of operation Check for any vibrations or unusual noises

01- Indoor/ AHUs (Major PM- Cooling)	The following tasks ere part of a MAJOR PM for Indoor Air-Handling Units (AHUs) in preparation for cooling season:
	Part 1- While unit is De-energized
	* Chack bearings (fan and motor) and drive components for wear
	* (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify
	proper belt tension
	* Lubricate blower motor bearings
	* Inspect blower wheel for cleanliness
	* Inspect Internal coil/s for cleanliness
	* Inspect contactor for wear & pitting
	* Check condensate pans and clean as necessary
	* (If DX COOLING) Visually inspect for signs of refrigerant leakage
	* Inspect all unit panels for integrity and tight seal
	Part 2- While unit is Energized
	* Check minimum outdoor/ ventilation air settings
	* Check thermostat/control for proper operation (& verify it's left in proper
	mode)
	* Check blower motor voltage & amps
	* (If DX COOLING), Operate refrigeration system & verify proper performance
	* Check for any vibrations or unusual noises
01- Indoor/ AHUs (Minor PM)	The following tasks are part of a MINOR PM for Indoor Air-Handling Units (AHUs):
	Part 1- While unit is De-energized
	* (If belt driven) Inspect drive belt for wear and verify proper belt tension
	* Check blower and motor bearings for play and wear
	* Inspect contactors for wear & pitting
	* Check condensate pans and clean as necessary
	Inspect all unit panels for integrity and light seal
	Part 2- While unit is Energized





	* Check thermostat/control for proper operation (& verify it's left in proper mode)
	* Running (Visual) inspection of unit in current mode of operation
	Check for any vibrations or unusual noises
55- Unit Heaters (Major PM)	The following tasks are part of a MAJOR PM for all unit heaters:
	Part 1- While unit is De-energized
	* Check bearings (fan and motor) and drive components for wear
	* (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify
	proper belt tension * Lubricate blower motor bearings
	*Inspect all contactors for wear & pitting
	* (If FUEL HEAT), inspect for any fuel leaks at unit
	* (If FUEL HEAT), inspect heat exchanger for any signs of leakage or
	degradation
	* (If FUEL HEAT), inspect ignition components for wear * Check electrical connections
	*Inspect all unit panels for integrity and tight seal
	Part 2- While unit is Energized
	* Check thermostat/control for proper operation (& verify it's left in proper mode)
	* (If FUEL HEAT), Inspect draft inducer and motor for proper operation
	* Operate heating system & verify proper performance
	* Verify proper operation of safety controls
	* (If ELECTRIC HEAT), verify heating elements are intact and operational. Check voltage & amperage
	* Check for any vibrations or unusual noises
55- Unit Heaters (Minor PM)	The following tasks are part of a MINOR PM for all unit heaters:
	Part 1-While unit is De-energized
	Check bearings (fan and motor) and drive components for wear
i	(If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify
1	proper belt tension
	* (If FUEL HEAT), inspect for any fuel leaks at unit
	Check electrical connections Inspect all unit panels for integrity and tight seal The part of the pa
1	anapast are unit pariets for integrity and right seat
	Part 2- While unit is Energized
	* Check thermostat/control for proper operation (& verify it's left in proper
1	mode) * (If FUEL HEAT), Inspect draft inducer and motor for proper operation
1	* Operate heating system & verify proper performance
	* Verify proper operation of safety controls
	* (If ELECTRIC HEAT), verify heating elements are intact and operational.
	* Check for any vibrations or unusual noises

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01- Condenser Coil Cleaning The following applies to in-scope cleaning of condenser coils for unitary

rite following applies to in-scope cleaning of condenser coils for unitary equipment:

* Clean Condenser Coils by applying chemical solution to the exterior followed by rinsing with clean water from the Interior side of the coil

* If environmental conditions require this condenser to have more frequent cleaning OR the existing coil requires an alternate method (e.g. microchannel) it was noted in Additional Work





05- Dry-Cooler/ Remote Condenser (Major PM)	The following tasks are part of a Major PM for a Dry-Cooler or Remote Condenser (Without a compressor). Part 1 - While unit is De-energized Check electrical connections Inspect contactors for wear & pitting Check capacitors for proper output (Range) Visually inspect for signs of coolant leakage (Refrigerant or glycol) Inspect condenser fan blades Inspect coils for cleanliness & condition Inspect all unit panels for integrity and tight seal Part 2 - While unit is Energized Check voltage & amperage for each motor Verify proper operation of fan control Verify that all condenser fan motors are operational Operate unit & verify proper performance If glycol - check solution strength and verify proper ratio for loop Check for any vibrations or unusual noises
05- Dry-Cooler/ Remote Condenser (Minor PM)	The following tasks are part of a Minor PM for a Dry-Cooler or Remote Condenser (Without a compressor). Part 1 - While unit is De-energized Inspect contactors for wear & pitting Visually inspect for signs of coolant leakage (Refrigerant or glycol) Inspect all unit panels for integrity and tight seal Part 2 - While unit is Energized Verify proper operation of fan control Verify that all condenser fan motors are operational Running (Visual) inspection of unit Check for any vibrations or unusual noises
60- Fans (Major PM)	The following tasks are part of a MAJOR PM for all fans: Part 1- While unit is De-energized * Check bearings (fan and motor) and drive components for wear * (if belt driven) Inspect blower pulley and drive belt for wear and verily proper belt tension * Lubricate blower motor bearings * Lubricate and adjust associated dampers (if required) * Inspect blower wheel for cleanliness * Check Uighten mounting hardware/ isolation * Check deterical connections * Verify structural integrity of assembly Part 2- While unit is Energized * Check motor voltage & amperage * Check for any vibrations or unusual noises
60- Fans (Minor PM)	The following tasks are part of a MINOR PM for all fans: Part 1- While unit is De-energized * Check bearings (fan and motor) and drive components for wear * (it belt driven) inspect blower putley and drive belt for wear and verify proper belt tension * inspect blower wheel for cleanliness * Check/ tighten mounting hardware/ isolation * Verify structural integrity of assembly Part 2- While unit is Energized * Check for any vibrations or unusual noises





57- Domestic Water Heater (Major/ Minor PM)

The following tasks are part of a PM for a domestic hot-water heater.

Part 1- While unit is De-energized

- Check for any water leaks

 (If FUEL HEAT) Clean boiler (Combustion side)

 Inspect refractory

 Clean and adjust ignition assembly

 (If FUEL HEAT), Inspect flue pipe for any degradation or leakage

 (If FUEL HEAT), Inspect flue pipe for any degradation or leakage

 (If FUEL HEAT), Inspect flue pipe for any degradation or leakage

 (If FUEL OLI HEAT), service oil burner and replace fuel filters

 (If FUEL OLI HEAT), service oil burner and replace fuel filters

 (If ELECTRIC HEAT), verify all fuses and elements are intact and operational

 Check condition of Anode rods

 Exercise isolation valves

 (If CONDENSING) Replace acid neutralizer media

 Inspect all unit panels for integrity and tight soal

Part 2- While unit is Energized

- Check temperature satpoint
 Vorify gauge and thermometer accuracy
 Check operating and safety devices
 Check expansion tank
 (If FUEL HEAT) inspect draft regulator for proper operation
 (If FUEL HEAT) inspect draft inducer for proper operation
 Operate heating system & verify proper performance
 (If FUEL HEAT) Check for proper Ignition and condition of Itame
 Check for any Vibrations or unusual noises





APPENDIX B: WE ARE PART OF THE EMCOR GROUP FAMILY

AN INDUSTRY LEADER

- A Fortune 500° leader in building services, mechanical and electrical construction, and industrial and energy infrastructure, we provide services for 75% of the other Fortune 500° Companies and other organizations working in virtually every market segment, facility type and size.
- National coverage with 220+ locations and 40,000+ employees in the U.S. and UK. More than 5,500 skilled technicians are trained to work on virtually any brand of equipment in every type of facility in nearly every major U.S. market.
- The Power of Financial Strength: EMCOR's strong financial position enables it to attract and retain the best talent, undertake and complete the most ambitious projects, and redefine and shape the future of the industries in which it works.



The EMCOR Values of "Mission First, People Always" have become inculcated across all EMCOR subsidiaries and employees. These simple yet powerful words explain and describe the fundamental beliefs by which we operate.

COMPREHENSIVE SERVICES

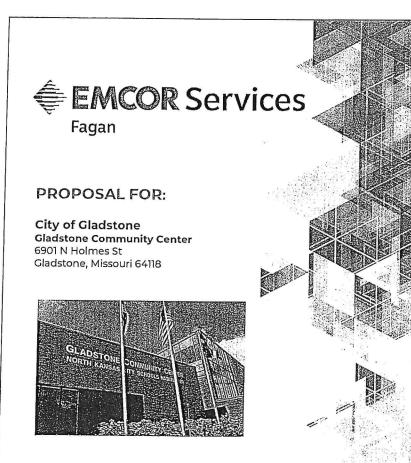
- Mechanical and HVAC services
- Mechanical and HVAC construction, renovation, and retrofits
- ♠ Energy services
- As part of the EMCOR family, additional services include: site-based facilities services, interior and exterior maintenance services, fire protection, and multi-site maintenance and trades

STRONG SAFETY CULTURE

- Safety Record: EMCOR's safety performance consistently remains strong year after year with a current rate better than 60% of competitors and that ranks 63% lower than the Bureau of Labor Statistics industry average.
- Industry Leading Safety Programs: EMCOR's award winning "Be There For Life—ZERO Injury" program is an industry leader in reducing lost time injuries.

KEY BENEFITS

- Client-focused solutions
- Enhanced employee workplace experience, wellness, and comfort levels
- Optimized return on investment
- Controlled costs and service levels
- Improved efficiencies
- Extended system life
- Code and regulatory compliance expertise
- Best-in-class technology
- Deep commitment to sustainability



SUBMITTED BY:

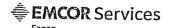
Brandon Alden

EMCOR Services Fagan 3125 Brinkerhoff Road Kansas City, Kansas 66115

EMCOR Fagan TIPS#: 11152

balden@faganco.com

Proprietary & Confidential





September 16, 2025

City of Gladstone 7010 N Holmes St Gladstone, Missouri 64118

Dear Charlie & Jennifer:

EMCOR Services Fagan appreciates the opportunity to provide you with our proposal for a best-in-class maintenance program customized specifically for the HVAC equipment at City of Gladstone. The benefits for the City of Gladstone from a well-designed and implemented maintenance program such as the one we are offering often include:

- Reduction in unplanned down-time
- Reduction in costly emergency repairs
- Extension of equipment lives
- Improved ability to forecast repair & maintenance costs

Further, our commitment to documenting equipment condition, status, and service-work allows us to create an operational baseline, which can then be compared to historical data. Over time, if coupled with additional predictive services and more advanced analytics, we can even begin to identify and correct problems before major damage can occur. Our program is predicated on this focus and driven with this in mind.

As you review our proposal, you'll see that Section 1 provides an abbreviated summary of the services we've included in your maintenance program with Sections 2 and 3 providing pricing and terms, respectively. The Appendices provide additional details you may find useful during your review of our solution such as included equipment, included inspections, additional/enhanced services and finally, lists of typical tasks performed by technicians.

We at EMCOR Services Fagan look forward to working with you and your staff in performing this maintenance program. Should you have any questions or require additional information, please contact me.

Sincerely, EMCOR Services Fagan

Brandon Alden Business Development Specialist













Overview of PM Program

Benefits for all Agreement Customers

- 24x7x365 emergency service prioritized ahead of our non-agreement customers.
- Use of highly trained technicians that understand your equipment and are equipped with state-ofthe-art tools
- Discounted labor rates on out of scope repair services
- · Annual support for customer's capital planning process
- Ongoing assurance that EMCOR Services Fagan is fully insured, committed to safety, and is in full
 compliance to all local, state, federal, and relevant regulatory requirements.

Scheduled inspections for covered equipment is based on industry standards, including major and minor inspections, filter replacements, and coil cleanings, among others. Plus, PM visits always include:

- Φ Documentation of work performed, electronically sent to client, including photos & videos as needed.
- Efficient work-order management via use of "smart" mobile devices.
- Identification of issues found during planned inspections along with any recommended additional work.

Clarifications

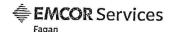
- **EMCOR Services Fagan is a member of the TIPS program, #11152
- $\boldsymbol{\diamondsuit}$. When needed, replacement filters are to be provided by the client.
- Coil Cleanings can be performed on applicable equipment when needed for an additional cost.
- Belts are checked during every visit; replacements are to be provided by the client.

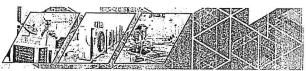




EquipmentList

	ficus e termy	Economistra		Sign	380	Min (CA)	
ē		5 Bi - 1 1516 C			[Major]	[Minor]	CC Clean
2	Condensing Units/ Dry- Coolers	Dry-Cooler (Condenser w/ no compressor)	ACC Dry Coolerx2	To 30 Tons	1	3	1
2	Fans	Fan (Exhaust)	Greenheck Exhaust Fans x2	To 1 Hp	1	1	0
10	Fans	Fan (Exhaust)	Cook EF's x10	То 1 Нр	1	1	0
2	Misc. & Other	Water Heater- Domestic/ Light Commercial	Locker Room GWH Water Heaters x2	To 100 Gal	2	0	0
4	Misc. & Other	Water Heater- Domestic/ Light Commercial	AO Smith Electric Water Heaters	To 100 Gal	2	0	0
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	RTU 1, Ason	To 75 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	RTU 2, Ason	To 20 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	RTU7, Dectron	To 30 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	RTU 3 (Labeled as AHU 3), Ason	To 40 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	RTU 4, Dectron	To 30 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	RTU 5, Ason	To 50 Tons	2	2	1
3	Pumps	Pump (All Types)	Hot Water Recirc, Pumps x3	То 1 Нр	1	1	0
1	Split Systems	AHU w/ Gas Furn (Part of Split DX)	Split System 4, Trane	To 5 Tons	2	2	0
1	Split Systems	Cond Unit (Part of Split DX w/ Gas Heat)	Split System 4, Trane	To 5 Tons	1	3	1
1	Split Systems	AHU w/ Gas Furn (Part of Split DX)	Split CU 1 & AHU 1, Ason	To 15 Tons	2	2	0
1	Split Systems	Cond Unit (Part of Split DX w/ Gas Heat)	Split CU 1 & AHU 1, Ason	To 15 Tons	1	3	1
1		AHU w/ Gas Furn (Part of Split DX)	Split: DCU-1 & CU-2	To 5 Tons	2	2	0
1		Cond Unit (Part of Split DX w/ Gas Heat)	Split: DCU-1 & CU-2	To 5 Tons	1	3	1
1		AHU w/ Elec Heat (Part of Split HP)	LG Mini-Split, AC-1 & ACCU-1	To 1.5 Tons	2	2	0
1		Cond Unit- Heat Pump (Part of Split HP)	LG Mini-Split, AC-1 & ACCU-1	To 1.5 Tons	2	2	1





Proposed Pricing

Quarterly PM Service	\$18,750.00
Sample PM Quarterly Payment	\$4,687.50

Cost for this program is payable per Quarter in advance of work performed, for a period of 1 year (est. contract start and end dates of 10/1/2025 and 09/30/2026, respectively), and in accordance with the terms and conditions in Section 3 of this proposal.

This proposal is EMCOR Services Fagan's confidential information, which EMCOR Services Fagan has prepared exclusively for Customer using EMCOR Services Fagan's confidential and proprietary information. The proposal is provided to Customer conditioned on Customer's use only to engage with EMCOR Services Fagan concerning the subject matter of the proposal, and is not intended for Customer's use with, or dissemination to, any other third party.

Acceptance		
Customer: City of Gladstone	Contractor: EMCOR Services Fagan	
Ву:	Ву:	
Name:	Name:	
Title:	Title:	
Date:	Date:	



TERMS AND CONDITIONS (Maintenance Service Agreement)

This agreement (the "Agreement") is made this 16th of September. 2025 between City of Gladstone, located at (7010 N Holmas St, Gladstone, Missouri, 64118) (the "Customer"), and EMCOR Services Fagan (3125 Brinkerhoff Rd, Kansas City, Kansas, 66115) (the "Contractor").

1. SERVICES:

- Contractor will perform the mechanical maintenance services set forth in Appendix A (the "Services"), attached hereto, for Customer at Customer's premises, located at 6901 N Holmes St, Gladstone, Missouri, 64118 (the "Site"). Contractor will provide the Services at the Site for the
- equipment set forth in Appendix A1 (the "Equipment").
 Contractor will perform the Services for the Equipment pursuant to the provisions of this Agreement
- Scheduling for each inspection will depend on (i) equipment type and (ii) actual annual and/or seasonal conditions, but will be consistent with industry standards and manufacturer's recommendations
- Unless specified otherwise, Contractor will perform the Services during normal working hours, Monday through Friday, and Services do not include any labor for or during off-hours, overtime work, stand by time, or emergency services.
- Unless specified otherwise, Services do not include the following:

 - (lowing:
 maintenance, repair, or replacement of (a) stationary and/or nonmaintainable paras of the Equipment, including, but not limited to,
 cabinats, enclosures, casings, insulating materials, electrical
 wining, structural supports, pressure vassals, tubos, door seals,
 floor drains, thermometers, gauges, flues, ductwork, piping,
 grilles, heat transfer Lubos and colls, refractories, oil or gas host
 exchangers, fan housings, ductwork, and like or similar other
 things/parts, and (b) obsolete components
 maintenance, repair, replacement, or other work that is
 necessificated by (a) circumstances beyond the normal, customary,
 and anticipated operating environment for the Equipment,
 including, but not limited to, vandellarn, flooding, fire, lightning,
 ord leaks, or power failure, (b) Customer's improper acts or
 omissions, including, but not limited to, installation of
 incompatible equipment, improper operating procedures, and
 improper or inadequate water treatment or filter service, or (c)
 Customer's failure to authorize Contractor to perform
 recommended work;
 - (III) any other goods or services not set forth in the Services that any governmental authority, insurance company, or other entity may require that has the authority to direct Customer to take certain actions concerning the Equipment;
- actions concerning the Equipment;
 (i) any goods or services for, or concerning (a) meintenance, repair, replacement, or other work due to damage to Equipment caused by freating weather or corresion; (b) valves; (c) electrical supply, disconnect switches, circuit breakers; (d) monitoring/recording devices affixed to Equipment, and (s) temporary cooling or heating.
 Written narralives by technician(s) will include an overview of (i) work performed and (ii) problems or abnormal conditions.
- Documentation does not (i) record any testing observations and/or diagnostics that are normal or in-range, (ii) record any lterative testing, observations, and/or diagnostics, or (iii) include "filling out" or completing any chacklist (checklists are provided only to guide technician's performance of work).
 Additional information such as completed checklists, photos of site or equipment, or use of third-party applications are excluded unless specified otherwise.

2. PRICING AND PAYMENT

- Customer agrees to pay Contractor pursuant to the provisions of this Agreement
- 2.2 Customer agrees to pay Contractor for the Services in accordance with the pricing set forth in the proposal's Section 2 (and as set forth elsewhere for additional work), and

- Customer also shall pay Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations under this Agreement.
- Notwithstanding anything to the contrary in this agreement, to the extent this agreement includes materials, products, and/or equipment that are manufactured, produced, assembled in, or otherwise originate from, a country other than the United States, the parties understand and agree that the pricing for such items may be affected by market conditions including, but not limited to, tariffs, quotas, and/or duties, and Contractor cannot guaranty that the price set forth in any prior proposal or this agreement for such items will be the then-current price when Contractor actually orders such items. Contractor therefore reserves the right to increase the price set forth herein when Contractor orders such items to reflect the then-current price of such items, and Customer agrees to pay Contractor such increased price and assumes the risk of any such price increases for such items.
- Unless specified otherwise, the pricing set forth in the
- Onless apecined otnerwise, the pricing act forth in the proposal's Section 2 does not include cost of refrigerant.

 Unless specified otherwise,

 (i) Contractor with invoice Customer for the Services no less frequently than quarterly, and in advance of Service performance;

 (ii) For additional work, Contractor with Invoice Customer upon completion unless the duration of work is greater than 30 days, in which event Contractor may invoice Customer on a 30-day progress basis for cost incurred to date with the remaining balance Involced upon completion;
 (iii) Customer's payment on invoices is due net 30 days from date of
- invoice; and late payment to Contractor shall be subject to simple interest at the rate of one and one-half percent (11/2 %) per month, not to exceed the maximum amount allowed by applicable law calculated from the date payment was due until the date payment is received by Contractor.

3. PRELIMINARY INSPECTIONS, EQUIPMENT STATUS AND ADDITIONAL WORK:

- Contractor's obligation to commence Services is expressly conditioned on the Equipment being in good working order and serviceable condition, and Contractor reserves the right to exclude any Equipment that does not meet this standard, or that otherwise is obsolete or beyond serviceable life. Contractor also reserves the right to conduct operating inspections to determine the status of Equipment on an on going basis for planned maintenance, and for maintenance programs with Services that include repairs flabor-only or labor and materials), Contractor will complete these operating inspections prior to performing Services, unless certain Equipment is operationally constrained by season, weather, and/or Site restrictions / Equipment application. Contractor will perform follow-up inspections for such Equipment when possible, but no later than 120 days from commencement of Services. If Contractor determines that initial repair, replacement, or other work is required to restore Equipment to a suitable condition (or such determination is made at any point for planned maintenance), such work shall not constitute a Service under this Agreement, and Contractor will provide Customer with a quotation for such work. If Customer refuses to authorize such work, Contractor may, at its sole option, renegotiate the provisions of this Agreement for such
- Equipment or terminate this Agreement.

 3.2 If Customer requests maintenance, repair, replacement, emergency services, or any other work that Contractor concludes is outside the scope of Services, Customer will pay

2 | Page

Proposal 001649





Contractor according to Contractor's quotation for such work or, absent quotation, the rates and material charges then applicable to such labor and items at such time. Additional work also is subject to truck and/or trip charges and charges for miscellaneous items (including, but not limited to, PPE, consumables, disposal charges, and use of specialty tools) then applicable to such work at such time.

The parties further agree that, although the Agreement initially

- covers only preventative maintenance work, it is contemplated that Contractor also may perform certain other services and/or repair work as may be needed and as the parties may agree, and therefore such work is part of the scope of work under this Agreement and Contractor shall perform any other such work subject to the terms of this Agreement.
- 4. SITE ACCESS AND CUSTOMER OBLIGATIONS- Customer agrees
 - provide safe and reasonable access to the Equipment so that Contractor can perform the Services, and to remove any partitions, fixtures, or materials that may impede Contractor's ability to perform the Services;
 - allow Contractor to start and stop the Equipment as is
 - necessary to perform the Services;
 provide access to on-site utilities required to perform the Services, Including electrical and water supply with hose spigot within 100 feet of Equipment: provide any other assistance as is reasonably necessary so
- that Contractor can perform the Services:
- 4.5 use and operate the Equipment in accordance with the manufacturer's specifications and directions;
- immediately notify Contractor in the event of any change in the normal use or operation of the Equipment, or any Equipment malfunction;
- take reasonable safety precautions to protect life and property including, but not limited to, fire watch and/or suppression, in the event of any emergency or system failure during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies Custo that the emergency has cleared or the system is operational;
- consent to the recording of all inbound and outbound calls for training and quality assurance purposes, and Custome hereby acknowledges and consents to such recording.

5. WARRANTY:

- 5.1 Contractor warrants that (i) the materials provided in performing the Services will be free from defects to the same extent as set forth in the warranty provided by the manufacturer of such materials and (ii) the workmanship provided in performing the Services will be good and of a workman-like standard for sixty (60) days from the date of the
- 5.2 Contractor's warranty in section 5.1. of this article (i) applies only to materials and labor furnished by Contractor in performing the Services and (ii) shall be null and void if Customer subsequently has another contractor provide or services that relate to, concern, or otherwise affect the Equipment.
- 5.3 Contractor promptly shall repair or replace, at its sole option, any defective materials occurring within the applicable warranty period for such item, to the extent of such warranty If a manufacturer's warranty excludes payment to Contractor for labor costs associated with removal, installation, repair, or other like or similar costs to remedy defective materials, Contractor will provide such labor at its own expense during normal working hours for sixty (60) days from the date of the Service, and if Customer requires warranty work at any other

- time outside normal hours, Customer will pay Contractor the rates then applicable to such labor at such time. Thereafter, Customer will pay Contractor the rates then applicable to such labor at such time.
- Contractor promptly shall repair or replace, at its sole option, any improper workmanship of its Work occurring within the applicable warranty period without cost to Customer. Contractor will provide labor for the performance of this warranty work at its own expense only during normal working hours, and if Customer requires warranty work at any other time, Customer will pay Contractor the rates then applicable to such labor at such time.

 CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY IS THE
- REPAIR OR REPLACEMENT SET FORTH IN THIS ARTICLE.
 THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES. CONTRACTOR'S TOTAL LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE OBLIGATIONS
 SET FORTH IN THIS ARTICLE. THIS IS CUSTOMER'S SOLE AND
 EXCLUSIVE REMEDY AND IT IS IN LIEU OF ANY AND ALL OTHER POSSIBLE REMEDIES, DAMAGES, CLAIMS, OR WARRANTIES WHETHER EXPRESS OR IMPLIED. THE DAMAGE LIMITATION SET FORTH IN ARTICLE 7 ALSO SHALL APPLYTO THIS WARRANTY.

6. EXCUSED DELAY:

- Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Services, if the delay is caused by an occurrence beyond the control of Contractor, or Contractor's subcontractors, suppliers, or vendors, and without fault or negligence of any of them. In addition, any (i) schedule issues (including, but n limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that anse, either directly or indirectly, as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an equitable adjustment for time for performance and costs.
- Contractor shall be entitled to additional compensation for any excused delay as set forth in section 6.1 of this article.
- Contractor shall be entitled to additional compensation for any acceleration or compression of the Services, and for any out of sequence or overtime work, except to the extent caused by Contractor's own negligent acts or omissions.

7. LIMITATION OF LIABILITY:

- 7.1 Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature.

 7.2 In no event shall Contractor's aggregate liability to Customer
- for such actual and direct damage exceed an amount, at Contractor's sole option, that is equal to (i) the amount of this Agreement, but if the Agreement is multi-year agreement or variable-priced agreement, an amount that is equal to the value of all Services performed in the year of the event giving rise to the claim, or (ii) the cost to Contractor to repair or replace the Equipment giving rise to the claim.

8. HAZARDOUS MATERIALS:

8.1 Contractor shall not perform any services of any sort that concerns hezardous materials, and shall have no responsibility for accumulation, storage, transportation, or disposal of any hazardous materials or waste generated by Customer or present at the Site.





Fagan



- 8.2 Contractor shall not be deemed an "operator" of the Site for purposes of current or pending federal, state, or local laws, rules, or regulations pertaining to hazardous materials.
- 8.3 In no event shall Contractor be required to sign any manifests related to hazardous materials generated by Customer or present at the Site.
 8.4 Customer shall disclose to Contractor in writing and in
- 8.4 Customer shall disclose to Contractor in writing and in advance of Contractor performing any Services any known hazardous materials that are present at the Site, including, but not limited to, the location and type of each such hazardous material, so that Contractor can inform and protect its employees from health risks associated with such hazardous materials.
- 8.5 Contractor shall not be required to perform any Services in any part of the Site where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify Customer of the circumstance giving rise to the stoppage. Contractor's nonperformance of Services due to such actual or potentially unsafe working conditions shall constitute an excused delay. Customer will be responsible for taking any and all actions necessary to correct such condition in accordance with all applicable laws and regulations, and Contractor will resume performance of the Services in the affected darea only in the absence of hazardous materials and/or when the affected area has been rendered harmless and safe for Contractor's performance of the Services.
- 8.6 Customer shall defend, indemnify, and hold harmless
 Contractor from any claims, damages, losses or expenses,
 including, but not limited to, reasonable attorneys fees,
 arising out of or resulting from this article.

 8.7 Notwithstanding anything to the contrary in this Agreement,
- 8.7 Notwithstanding anything to the contrary in this Agreement, any water treatment program and/or services provided by Contractor or its subcontractor expressly exclude any detection or remediation of, prevention or protection from, or other form of treatment for micro-biological growth and/or biological hazards that may be present in or enter Customer's water, water works, and/or systems that contain water, specifically including, but not limited to, Legionella bacteria. Customer and Contractor agree that Contractor or its subcontractor shall not be liable or responsible for any of the foregoing, or for any loss or damage arising therefrom.

9. TERM AND TERMINATION:

- 9.1 The term of this Agreement shall be for the period set forth in the proposal (the "Term"), unless sooner terminated as provided herein.

 9.2 This Agreement automatically shall renew for successive one
- 9.2 This Agreement automatically shall renew for successive one (1) year terms, commencing on the expiration of the Term, and renewing on each such yearly anniversary thereafter, conditioned upon mutually acceptable provisions, as set forth in section 9.3. of this article.
- 9.3 The provisions set forth in the proposal and this Agreement concerning scope and price shall apply for the duration of the Term. If the Agreement is not terminated at the end of the Term, the parties will endeavor to reach agreement on mutually acceptable prospective provisions for these terms, which will apply to the next yearly successive term. The parties will follow such process for each successive yearly term until the Agreement is terminated. Failure to reach agreement on such prospective provisions for any successive yearly term shall render the Agreement terminated, which the parties shall confirm in withing.
- parties shall confirm in writing.

 9.4 Customer or Contractor may terminate this Agreement (i) for convenience upon sixty (60) days prior written notice to the other party or (ii) upon thiny (30) days written notice prior to the commencement of any successive yearly term. In the

- event of either such termination, Customer will pay Contractor for all Services performed through the date of termination and, in addition, in the event of termination for convenience by Customer, all other reasonable costs incurred by Contractor that are associated with such termination.
- 9.5 Customer may terminate this Agreement for cause, but only upon seven (?) days written notice and, further, upon Contractor's failure to commence curative measures in such time and thereafter to proceed to effect such cure. In the event of such termination, Customer will pay Contractor all undisputed amounts due Contractor for all Services performed through to the date of termination.
- 9.6 Contractor may suspend its performance of Services, without liability of any sort to Customer, if Customer fails to make payment to Contractor within thirty (30) days after the date payment is due. Upon payment, Contractor will recommence performance, and shall be entitled to an extension of time equal to the suspension and all reasonable costs associated with such suspension.
 1.7 If, during the Term or successive terms of this Agreement,
- 9.7 If, during the Term or successive terms of this Agreement, Customer utilizes an entity other than Contractor to perform any repair, replacement, modification, or other work on any Equipment, Contractor may, at its sole option, renegotiate the provisions of this Agreement for such Equipment or terminate this Agreement.
- 9.8 If (I) Customer terminates this Agreement for convenience or (ii) Contractor terminates this Agreement for cause, Customer shall pay Contractor all start-up, transition, initial assessment, proposal development, or like or similar costs that Contractor deferred or amortized for payment across the Term of the Agreement, and all such amounts shall become presently due and owing to Contractor.
- NO ASSIGNMENT- Neither Customer nor Contractor shall assign any of its rights or obligations hereunder without the prior written approval of the other party.

11. CHOICE OF LAW AND JURISDICTION:

- 11.1 This Agreement shall be governed by, construed, and enforced for all purposes in accordance with the laws of the State where the Services are performed, without giving effect to its conflict of laws provisions.
- 11.2 Any and all actions arising from, relating to, or concerning the subject matter of this Agreement shall be commenced in the United States Federal Court in the appropriate district of such State or the State court of such State, either of which shall have service the United States.
- have exclusive jurisdiction over such actions.

 11.3 Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT RIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION.
- 11.4 Any such action also shall be commenced with one (1) year from the date of the Services giving rise to such claim, with the exception of any action by Contractor for collection of amounts due to it.
- 11.5 Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer.
- 12. ENTIRE AGREEMENT- This Agreement sets forth the entire agreement between the parties on the subject matter contained herein, and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, negotiations, or promises relating to these issues. No agreement modifying this Agreement shall be binding unless made in writing and signed by a duly authorized representative of the party to be bound.

4 | Page Proposal 001649







APPENDIX A: Scope Details

Tasking Details

This Section provides additional details related to the inspections for equipment listed in Appendix A1, including lists of typical tasks that technicians may perform. NOTE: Actual tasks performed by technicians for any listed equipment type may vary slightly, depending on equipment specifics (presence/ absence of features or accessories), customer application, and/ or requirement from specific manufacturers. In addition, please note that:

- As part of maintenance services, technicians will verify that equipment was either left operating properly (or capable of sufficient operation) and when this is not true, will provide a recommended next-step.
- All service visits will include documentation of work performed via a written narrative from the technician.
- Unless stated otherwise within this proposal, traditional media filters for major HVAC equipment will be replaced quarterly with new filters of equivalent media and performance. As requirements for "final", high-efficiency (typically MERV-14 or higher, including HEPA), or other specialty filters vary by application and duty, that work will be addressed as additional work unless otherwise specified in this proposal.

Task List	Description
01- Condenser Coll Cteaning (Standard)	The following applies to out-of-scope cleaning of condenser coils for unitary equipment: * Clean Condenser Coils by applying chemical solution to the exterior followed by rinsing with clean water from the interior side of the coil * If environmental conditions require this condenser to have more frequent cleaning OR the existing coil requires an alternate method (e.g. microchannel) it was noted in Additional Work
05- Dry-Cooler/ Remote Condenser (Major PM)	The following tasks are part of a Major PM for a Dry-Cooler or Remote Condenser (Without a compressor). Part 1 - While unit is De-energized Check electrical connections Inspect contactors for wear & pitting Check capacitors for proper output (Rango) Visually inspect for signs of coolant leakage (Refrigerant or glycol) Inspect condenser fan blades Inspect colls for cleanliness & condition Inspect all unit panels for integrity and tight seal Part 2- While unit is Energized Check voltage & amperage for each motor Verify proper operation of fan control Verify that all condenser fan motors are operational Operate unit & verify proper performance If glycol - Check soution strength and verify proper ratio for loop Check for any vibrations or unusual noises
05- Dry-Cooler/ Remote Condenser (Minor PM)	The following tasks are part of a Minor PM for a Dry-Cooler or Remote Condenser (Without a compressor). Part 1- While unit is De-energized *Inspect contactors for wear & pitting *Visually inspect for signs of coolent leakage (Refrigerant or glycol) *Inspect all unit panels for integrity and tight seal Part 2- While unit is Energized





	I Marilly and a second of the
	Verify proper operation of fan control
	* Verify that all condenser fan motors are operational * Running (Visual) inspection of unit
	* Check for any vibrations or unusual noises
	Check for any violations of unusual noises
60- Fans (Major PM)	The following tasks are part of a MAJOR PM for all fans:
	Part 1- While unit is De-energized
	* Check bearings (fan and motor) and drive components for wear
	• (If belt driven) Inspect blower pulley and drive belt for wear and verify
	proper belt tension
	*Lubricate blower motor bearings
	* Lubricate and adjust associated dampers (if required) * Inspect blower wheel for cleanliness
	* Check/ tighten mounting hardware/ isolation
	* Check electrical connections
	* Verify structural integrity of assembly
	Part 2- While unit is Energized
	* Check motor voltage & amperage
	* Check for any vibrations or unusual noises
60- Fans (Minor PM)	The following tasks are part of a MINOR PM for all fans:
	Part 1- While unit is De-energized
	Check bearings (fan and motor) and drive components for wear
	* (If belt driven) Inspect blower pulley and drive belt for wear and verify
	proper belt tension
	* Inspect blower wheel for cleanliness
	Check/ tighten mounting hardware/ isolation
	* Verify structural integrity of assembly
	Part 2- While unit is Energized
	Check for any vibrations or unusual noises
57- Domestic Water Heater (Major/ Minor PM)	The following tasks are part of a PM for a domestic hot-water heater.
	Part 1- While unit is De-energized
	* Check for any water leaks
	* (If FUEL HEAT) Clean boiler (Combustion side)
	*Inspect refractory
	Clean and adjust ignition assembly (If FUEL HEAT), inspect flue pipe for any degradation or leakage
	*(If FUEL HEAT), inspect for any fuel leaks at unit
	* (If FUEL OIL HEAT), service oil burner and replace fuel filters
	* (If ELECTRIC HEAT), verify all fuses and elements are intact and operational
	* Check condition of Anode rods
	* Exercise isolation valves
	* (If CONDENSING) Replace acid neutralizer media
	Inspect all unit panels for integrity and tight seal
	Part 2-While unit is Energized
	Check temperature setpoint
	* Verify gauge and thermometer accuracy
I	* Check operating and safety devices
	* Check expansion tank
	(If FUEL HEAT) Inspect draft regulator for proper operation (If FUEL HEAT) Inspect draft inducer for proper operation
	* Operate heating system & verify proper performance
	G - /





	 (If FUEL HEAT) Check for proper ignition and condition of flame Check for any vibrations or unusual noises
00- Packaged HVAC Units (Major PM- Cooling)	This is a Major PM inspection that applies to all packaged DX units. It should be completed prior to peak cooling season.
	Part 1- While unit is De-energized
	Check electrical connections
	* Check capacitors for proper output range
	 Check bearings (fan and motor) and drive components for wear (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify
	proper belt tension
	* Lubricate blower motor bearings
	Inspect blower wheel for cleanliness Inspect internal coil/s for cleanliness
	* Check condensate pans and clean as necessary
	* Inspect all contactors for wear & pitting
	 Visually inspect for signs of refrigerant leakage
	* Inspect condenser fan blades * Inspect condenser coil for cleanliness & condition
	* Inspect all unit panels for integrity and tight seal
	Part 2-While unit is Energized * Check minimum outdoor/ ventilation air settings
	* Check thermostat/control for proper operation (& verify it's left in proper
	mode)
	Operate refrigeration system & verify proper performance Check compressor voltage & amps
	* Check blower motor voltage & amps
	Check crankcase heater for proper operation
	* Check for any vibrations or unusual noises
00- Packaged HVAC Units (Major PM- Heating)	This is a Major PM inspection that applies to all packaged DX units with heating (all types). It should be completed prior to heating season.
	Part 1- While unit is De-energized
	* Check electrical connections
	* Check capacitors for proper output range
	Check bearings (fan and motor) and drive components for wear (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify
	proper belt tension
	* Lubricate blower motor bearings
	*Inspect blower wheel for cleanliness
	Inspect internal coil's for cleanliness Inspect all contactors for wear & pitting
	* If FUEL HEAT, inspect for any fuel leaks at unit, inspect heat exchanger for
	any signs of leakage or degradation, and inspect ignition components for wear
	* Inspect all unit panels for integrity and tight seal
	Part 2- While unit is Energized
	* Check minimum outdoor/ ventilation air settings
	* Check thermostat/control for proper operation (& verify it's left in proper mode)
	* Operate refrigeration system & verify proper performance
	* Check compressor voltage & amps
	* Check blower motor voltage & amps
	Check crankcase heater for proper operation Check for any vibrations or unusual noises
00- Packaged HVAC Units (Minor PM)	The following tasks are part of a MINOR PM for Packaged HVAC units:
(ranor PM)	Part 1-While unit is De-onergized





	* (If belt driven) Inspect drive belt for wear and verify proper belt tension
	Check blower and motor bearings for play and wear Inspect contactors for wear & pitting
	* Check condensate pans and clean as necessary
	* Inspect all unit panels for integrity and tight seal
	Part 2- White unit is Energized
	* Check thermostat/control for proper operation (& verify it's left in proper
	mode)
	* Running (Visual) inspection of unit in current mode of operation * Check economizer (if present) controls and operation
	* Check for any vibrations or unusual noises
60- Pumps (Major PM)	The following tasks are part of a MAJOR PM for all pumps:
	Part 1- While unit is De-energized
	Visually check for leaks Lubricate, as applicable
	* Verify alignment (visual) and check coupling for wear
	* Check electrical connections
	Check/ tighten mounting hardware/ isolation
	* Exercise isolation valves & verify proper operation
	* Check/ verify strainer cleanliness
	Verify structural integrity of assembly
	Part 2- While unit is Energized
	* Verify operation of pressure gauges
	* Verify pressures within proper/ expected range
	* (If Lead/ Lag or Lead/ Stand-by), verify proper operation
	Check for any vibrations or unusual noises
60- Pumps (Minor PM)	The following tasks are part of a MINOR PM for all pumps:
	Part 1- While unit is De-energized
	Visually check for leaks Verify alignment (visual) and check coupling for wear
	Part 2- While unit is Energized
	Verify operation of pressure gauges
	* Verify pressures within proper/ expected range
	Check for any vibrations or unusual noises
01- Indoor/ AHUs (Major PM- Cooling)	The following tasks are part of a MAJOR PM for Indoor Air-Handling Units (AHUs) in preparation for cooling season:
	Part 1- While unit is De-energized
	* Check bearings (fan and motor) and drive components for wear
*	* (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify
	proper belt tension
	* Lubricate blower motor bearings
	* Inspect blower wheel for cleanliness
	* Inspect internal coil/s for cleanliness
1	* Inspect contactor for wear & pitting * Check condensate pans and clean as necessary
1	* (If DX COOLING) Visually inspect for signs of retrigerant leakage
	* Inspect all unit panels for integrity and tight seal
	Part 2- While unit is Energized
	Check minimum outdoor/ ventilation air settings Check thermostat/control for proper operation (& verify it's left in proper
	and the proper operation to the start in proper





ote) Check blower motor voltage & amps Iff DX COOLING), Operate refrigeration system & verify proper performance Check for any vibrations or unusual noises O1- Indoor/ AHUs (Major PM- Heating) The following tasks are part of a MAJOR PM for Indoor Air-Handling Units (AHU in preparation for heating season: Part 1- While unit is De-energized	
Heating) in preparation for heating season:	s)
Part 1- While unit is De-energized	-1
 Check bearings (fan and motor) and drive components for wear (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify proper belt tension Lubricate blower motor bearings 	
* Inspect blower wheel for cleanliness	
* Inspect internal coit/s for cleanliness	
* Inspect contactor for wear & pitting * (If FUEL HEAT) inspect for any fuel leaks at unit; inspect heat exchanger for	
any signs of leakage or degradation; inspect ignition components for wear Inspect all unit panels for integrity and tight seat	
Part 2- While unit is Energized	
* Check minimum outdoor/ ventilation air settings	
 Verify proper operation of safety controls (IF FUEL HEAT), inspect draft inducer and motor for proper operation 	
* (If HEAT PUMP), verify proper operation of reversing valve and defrost control	
* (If ELECTRIC HEAT), verify heating elements are intact and operational	
* Operate heating system & verify proper performance	
Check for any vibrations or unusual noises	
01- Indoor/ AHUs (Minor PM) The following tasks are part of a MINOR PM for Indoor Air-Handling Units (AHUs)):
Part 1- While unit is De-energized	
 (If belt driven) Inspect drive belt for wear and verify proper belt tension Check blower and motor bearings for play and wear 	
* Inspect contactors for wear & pitting	
 Check condensate pans and clean as necessary Inspect all unit panels for integrity and tight seal 	
Part 2- While unit is Energized	
 Check thermostat/control for proper operation (& verify it's left in proper mode) 	
* Running (Visual) inspection of unit in current mode of operation	
* Check for any vibrations or unusual noises	
D1- Split DX- Outdoor Unit/ Cond. Unit/ Condenser The following tasks are part of a MAJOR PM for a condensing unit (w/ compressor), condenser (without compressor) or the like:	
Major PM) Part 1- While unit is De-energized	
* Inspect contactors for wear & pitting	
 Visually inspect for signs of refrigerant leakage Inspect condenser fan blades 	
* Inspect condenser coil for cleanliness & condition	
* Inspect all unit panels for integrity and tight seal	
Part 2- While unit Is Energized	
Part 2- While unit is Energized * Check thermostat/control for proper operation (& verify it's left in proper mode)	
* Check thermostat/control for proper operation (& verify it's left in proper	





	Check compressor voltage and amps Check crankcase heater for proper operation Check for any vibrations or unusual noises	
01- Split DX- Outdoor Unit/ Cond. Unit/ Condenser (Minor PM)	The following tasks are part of a MINOR PM for a condensing unit (w/ compressor), condenser (without compressor) or the like:	
•	Part 1- While unit is De-energized	
	* Inspect contactors for wear & pitting	
	* Visually inspect for signs of refrigerant leakage	
	* Inspect all unit panels for integrity and tight seal	
	Part 2- While unit is Energized	
	Check thermostat/control for proper operation (& verify it's left in proper mode)	
	Running (Visual) inspection of unit in current mode of operation Check for any vibrations or unusual noises	





APPENDIX:B: WE'ARE PART OF THE EMCOR GROUP FAMILY

AN INDUSTRY LEADER

- A Fortune 500° leader in building services, mechanical and electrical construction, and industrial and energy infrastructure, we provide services for 75% of the other Fortune 500° Companies and other organizations working in virtually every market segment, facility type and size.
- National coverage with 220+ locations and 40,000+ employees in the U.S. and UK. More than 5,500 skilled technicians are trained to work on virtually any brand of equipment in every type of facility in nearly every major U.S. market.
- The Power of Financial Strength: EMCOR's strong financial position enables it to attract and retain the best talent, undertake and complete the most ambitious projects, and redefine and shape the future of the industries in which it works.



The EMCOR Values of "Mission First, People Always" have become inculcated across all EMCOR subsidiaries and employees. These simple yet powerful words explain and describe the fundamental beliefs by which we operate.

COMPREHENSIVE SERVICES

- Mechanical and HVAC services
- $\ensuremath{\Phi}$ Mechanical and HVAC construction, renovation, and retrofits
- Energy services
- As part of the EMCOR family, additional services include: site-based facilities services, interior and exterior maintenance services, fire protection, and multi-site maintenance and trades

STRONG SAFETY CULTURE

- Safety Record: EMCOR's safety performance consistently remains strong year after year with a current rate better than 60% of competitors and that ranks 63% lower than the Bureau of Labor Statistics industry average.
- Industry Leading Safety Programs: EMCOR's award winning "Be There For Life—ZERO Injury" program is an industry leader in reducing lost time injuries.

KEY BENEFITS

- Client-focused solutions
- $\boldsymbol{\diamondsuit}$ Enhanced employee workplace experience, wellness, and comfort levels
- Optimized return on investment
- ♦ Controlled costs and service levels
- ♦ Improved efficiencies
- ♦ Extended system life
- Code and regulatory compliance expertise
- Best-in-class technology
- Deep commitment to sustainability

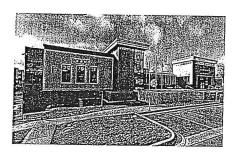






PROPOSAL FOR:

City of Gladstone Gladstone City Hall/Police 7010 N Holmes St Gladstone, Missouri 64118



SUBMITTED BY:

Brandon Alden

EMCOR Services Fagan 3125 Brinkerhoff Road Kansas City, Kansas 66115

EMCOR Fagan TIPS#: 11152

balden@faganco.com

Proprietary & Confidential





September 16, 2025

City of Gladstone 7010 N Holmes St

Gladstone, Missouri 64118

Dear Charlie & Jennifer:

EMCOR Services Fagan appreciates the opportunity to provide you with our proposal for a best-in-class maintenance program customized specifically for the HVAC equipment at City of Gladstone. The benefits for City of Gladstone from a well-designed and implemented maintenance program such as the one we are offering often include:

- Reduction in unplanned down-time
- Reduction in costly emergency repairs
- Extension of equipment lives
- ♦ Improved ability to forecast repair & maintenance costs

Further, our commitment to documenting equipment condition, status, and service-work allows us to create an operational baseline, which can then be compared to historical data. Over time, if coupled with additional predictive services and more advanced analytics, we can even begin to identify and correct problems before major damage can occur. Our program is predicated on this focus and driven with this in mind.

As you review our proposal, you'll see that Section 1 provides an abbreviated summary of the services we've included in your maintenance program with Sections 2 and 3 providing pricing and terms, respectively. The Appendices provide additional details you may find useful during your review of our solution such as included equipment, included inspections, additional/enhanced services and finally, lists of typical tasks performed by technicians.

We at EMCOR Services Fagan look forward to working with you and your staff in performing this maintenance program. Should you have any questions or require additional information, please contact me.

Sincerely, EMCOR Services Fagan

Brandon Alden Business Development Specialist













Overview of PM Program

Benefits for all Agreement Customers

- 24x7x365 emergency service prioritized ahead of our non-agreement customers.
- Use of highly trained technicians that understand your equipment and are equipped with state-ofthe-art tools
- Discounted labor rates on out of scope repair services
- Annual support for customer's capital planning process
- Ongoing assurance that EMCOR Services Fagan is fully insured, committed to safety, and is in full
 compliance to all local, state, federal, and relevant regulatory requirements.

Scheduled inspections for covered equipment is based on industry standards, including major and minor inspections, filter replacements, and coil cleanings, among others. Plus, PM visits always include:

- ♦ Documentation of work performed, electronically sent to client, including photos & videos as needed.
- ♦ Efficient work-order management via use of "smart" mobile devices.
- $\ensuremath{\mathfrak{E}} \quad \text{Identification of issues found during planned inspections along with any recommended additional work.}$

Clarifications

- **EMCOR Services Fagan is a member of the TIPS program, #11152
- $\boldsymbol{\diamondsuit}$ $\;$ When needed, replacement filters are to be provided by the client.
- © Coil Cleanings can be performed on applicable equipment when needed for an additional cost.
- Belts are checked during every visit, replacements are to be provided by the client.





Equipment List

	Temper Frozens	Equipment (70)		(fiz.	A ROY	Approx.	000
6					[Major]	[Minor]	CC Clean
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	York RTU #1 (6.5 ton)	To 7.5 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	York RTU #2 (5 ton)	To 5 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	York RTU #3 (3 ton)	To 3 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	York RTU #4 (5 ton)	To 5 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	York RTU #5 (5 ton)	To 5 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	York RTU #6 (6.5 ton)	To 7.5 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	York RTU #7 (12.5 ton)	To 12.5 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	York RTU #8 (5 ton)	To 5 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	York RTU #9 (5 ton)	To 5 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	York RTU #10 (5 ton)	To 5 Tons	2	2	1
1	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	Trane RTU (15 ton)	To 15 Tons	2	2	1
1	Split Systems	AHU w/ Gas Furn (Part of Split DX)	York Split #2 (3.5 ton)	To 5 Tons	2	2	0
1	Split Systems	Cond Unit (Part of Split DX w/ Gas Heat)	York Split #2 (3.5 ton)	To 5 Tons	1	3	1
1	Split Systems	AHU w/ Gas Furn (Part of Split DX)	York Split #3 (4 ton)	To 5 Tons	2	2	0
1	Split Systems	Cond Unit (Part of Split DX w/ Gas Heat)	York Split #3 (4 ton)	To 5 Tons	1	3	1
1	Split Systems	AHU w/ Gas Furn (Part of Split DX)	York Split #4 (2.5 ton)	To 3 Tons	2	2	0
1	Split Systems	Cond Unit (Part of Split DX w/ Gas Heat)	York Split #4 (2.5 ton)	To 3 Tons	1	3	1
1	Split Systems	AHU w/ Gas Furn (Part of Split DX)	York Split System #5, 3 ton	To 3 Tans	2	2	0
1	Split Systems	Cond Unit (Part of Split DX w/ Gabhs Heat)	York Split System #5, 3 ton	To 3 Tons	1	3	1
1	Split Systems	AHU w/ Gas Furn (Part of Split DX)	York Split System #6, 10 tan	To 10 Tons	2	2	0
1	Split Systems	Cond Unit (Part of Split DX w/ Gas Heat)	York Split System #6, 10 ton	To 10 Tans	7	3	1





2	Split Systems	AHU w/ Elec Heat (Part of Split HP)	Computer Room Mini Splits x2	To 2.5 Tons	2	2	0
2	Split Systems	Cond Unit- Heat Pump (Part of Split HP)	Computer Room Mini Splits x2	To 2.5 Tons	1	3	1
2	Faris	Fan (Exhaust)	Cook Exhaust Fans x2	To 1 Hp	1	0 .	0
1	Mise. & Other	Water Heater- Domestic	Hot Water Heater	To 100 Gal	1	0	0

Proposed Pricing

uarterly PM Service	\$12,530.00
Sample Quarterly Payment	\$3,132.5

Cost for this program is payable per $\underline{Quarter}$ in advance of work performed, for a period of 1 year (est. contract start and end dates of 10/01/2025 and 09/30/2026, respectively), and in accordance with the terms and conditions in Section 3 of this proposal.

This proposal is EMCOR Services Fagan's confidential information, which EMCOR Services Fagan has prepared exclusively for Customer using EMCOR Services Fagan's confidential and proprietary information. The proposal is provided to Customer conditioned on Customer's use only to engage with EMCOR Services Fagan concerning the subject matter of the proposal, and is not intended for Customer's use with, or dissemination to, any other third party.

Acceptance	
Customer: City of Gladstone	Contractor: EMCOR Services Fagan
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

5 | Page

Proposal 001650







Section 3-:TERMS AND CONDITIONS (Maintenance Service Agreement)

This agreement (the "Agreement") is made this 16th of September, 2025 between City of Gladstone, located at (7010 N Holmes St, Gladstone, Missouri, 64118) (the "Customer"), and EMCOR Services Fagan (3125 Brinkerhoff Rd, Kansas City, Kansas, 56115) (the "Contractor").

1. SERVICES:

- 1.1 Contractor will perform the mechanical maintenance services set forth in Appendix A (the "Services"), attached herelo, for Customer at Customer's premises, located at 7010 N Holmes St, Gladstone, Missouri, 64118 (the "Site").

 1.2 Contractor will provide the Services at the Site for the equipment set forth in Appendix A1 (the "Equipment").

- 1.3 Contractor will perform the Services for the Equipment pursuant to the provisions of this Agreement.
 1.4 Scheduling for each inspection will depend on (i) equipment type and (ii) actual annual and/or seasonal conditions, but will be consistent with industry standards and manufacturer's recommendations.

- party applications are excluded unless specified otherwise.

2. PRICING AND PAYMENT

- Customer agrees to pay Contractor pursuant to the provisions of this Agreement
 Customer agrees to pay Contractor for the Services in accordance with the pricing set forth in the proposal's Section 2 (and as set forth elsewhere for additional work), and Customer also shall pay Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations under this
- 2.3 Notwithstanding anything to the contrary in this agreement, to the extent this agreement includes materials, products, and/or equipment that are manufactured, produced, assembled in, or otherwise originate from, a country other than the United States, the parties understand and agree that the pricing for such items may be affected by market conditions including, but not limited to, tariffs, quotas, and/or duties, and Contractor cannot guaranty that the price set forth in any prior proposal or this agreement for such items will be the then-current price when Contractor actually orders such items. Contractor therefore reserves the right to increase the price set forth herein when Contractor orders such items to reflect the then-current price of such items, and Customer agrees to pay Contractor such increased price and assumes the risk of any such price increases for such items.
- Unless specified otherwise, the pricing set forth in the proposal's Section 2 does not include cost of refrigerant,
- Unless appecified of therwise, the pricing set forth in the proposal's Section 2 does not include cost of refrigerant.

 Unless appecified of therwise,

 (i) Contractor will invoice Gustomer for the Services no less frequently than quarterly, and in advance of Service performance;

 (ii) For additional work, Contractor will invoice Gustomer upon complotion unless the duration of work is greater than 30 days, in which event Contractor may invoice Gustomer on 30-day progress basis for cost incurred to date with the remaining balance invoiced upon complotion;

 (iii) Customer's payment on invoices is due not 30 days from date of invoice; and late payment to Contractor shall be subject to simple interest at the rate of one and one-half percent (11% %) per month, not to exceed the maximum amount allowed by applicable law, calculated from the date payment was due until the date payment is received by Contractor.
- 3. PRELIMINARY INSPECTIONS, EQUIPMENT STATUS AND ADDITIONAL WORK:
 - 3.1 Contractor's obligation to commence Services is expressly conditioned on the Equipment being in good working order and serviceable condition, and Contractor reserves the right to exclude any Equipment that does not meet this standard, or that otherwise is obsolete or beyond serviceable life. Contractor also reserves the right to conduct operating inspections to determine the status of Equipment on an on-going basis for planned maintenance, and for maintenance programs with Services that include repairs (labor-only or labor and materials). Contractor will complete these operating inspections prior to performing Services, unless certain Equipment is operationally constrained by season, weather, and/or Site restrictions / Equipment application. Contractor will perform follow-up inspections for such Equipment when possible, but no later than 120 days from commencement of Services. If Contractor determines that initial repair, replacement, or other work is required to restore Equipment to a suitable condition (or such determination is made at any point for planned maintenance), such work shall not constitute a Service under this Agreement, and Contractor will provide Customer with a

6 | Page Proposal 001650





quotation for such work. If Customer refuses to authorize such work, Contractor may, at its sole option, renegotiate the provisions of this Agreement for such Equipment or terminate this Agreement.

- If Customer requests maintenance, repair, replacement, emergency services, or any other work that Contractor concludes is outside the scope of Services, Customer will pay Contractor according to Contractor's quotation for such work or, absent quotation, the rates and material charges then applicable to such labor and items at such time. Additional work also is subject to truck and/or trip charges and charges for miscellaneous items (including, but not limited to, PPE, consumables, disposal charges, and use of specially tools) then
- applicable to such work at such time.

 3.3 The parties further agree that, although the Agreement initially covers only preventative maintenance work, it is contemplated that The parkes in time a gree man, authorize the Agreement initiary covers only preventative maintenance work, it is contempated man. Contractor also may perform certain other services and/or repair work as may be needed and as the parties may agree, and therefore such work is part of the scope of work under this Agreement and Contractor shall perform any other such work subject to the terms of

4. SITE ACCESS AND CUSTOMER OBLIGATIONS- Customer agrees to:

- provide safe and reasonable access to the Equipment so that Contractor can perform the Services, and to remove any partitions. fixtures, or materials that may impade Contractor's ability to perform the Services; allow Contractor to start and stop the Equipment as is necessary to perform the Services; provide access to on-site utilities required to perform the Services, including electrical and water supply with hose spigot within 100 feet of Equipment.
- of Equipment:
- provide any other assistance as is reasonably necessary so that Contractor can perform the Services;
- 4.5 use and operate the Equipment in accordance with the manufacturer's specifications and directions;
 immediately notify Contractor in the event of any change in the normal use or operation of the Equipment, or any Equipment
- take reasonable safety precautions to protect life and property including, but not limited to, fire watch and/or suppression, in the event of any emergency or system failure during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies Customer that the emergency has cleared or the system is operational; and
- consent to the recording of all inbound and outbound calls for training and quality assurance purposes, and Customer hereby acknowledges and consents to such recording.

5. WARRANTY:

- 5.1 Contractor warrants that (i) the materials provided in performing the Services will be free from defects to the same extent as set forth in
- Contractor warrants that (i) the materials provided in performing the Services will be free from defects to the same extent as set forth in the warranty provided by the manufacturer of such materials and (ii) the workmanship provided in performing the Services will be good and of a workman-like standard for sixty (60) days from the date of the Services.

 Contractor's warranty in section 5.1. of this article (i) applies only to materials and labor furnished by Contractor in performing the Services and (ii) shall be null and void if Customer subsequently has another contractor provide goods or services that relate to, concern, or otherwise affect the Engineers. or otherwise affect the Equipment.
- 5.3 Contractor promptly shall repair or replace, at its sole option, any defective materials occurring within the applicable warranty period for such item, to the extent of such warranty. If a manufacturer's warranty excludes payment to Contractor for labor costs associated with removal, installation, repair, or other like or similar costs to remedy defective materials, Contractor will provide such labor at its own expense during normal working hours for sixty (60) days from the date of the Service, and if Customer requires warranty work at any other lime outside normal hours, Customer will pay Contractor the rates then applicable to such labor at such time. Thereafter, Customer will
- pay Contractor the rates then applicable to such labor at such time.

 Contractor promptly shall repair or replace, at its sole option, any improper workmanship of its Work occurring within the applicable warranty period without cost to Customer. Contractor will provide labor for the performance of this warranty work at its own expense only during normal working hours, and if Customer requires warranty work at any other time, Customer will pay Contractor the rates then
- any during normal working nours, and if Customer requires warranty work at any other time, Customer will pay Contractor the rates the applicable to such labor at such time.

 CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY IS THE REPAIR OR REPLACEMENT SET FORTH IN THIS ARTICLE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES. CONTRACTOR'S TOTAL LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE OBLIGATIONS SET FORTH IN THIS ARTICLE. THIS IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND IT IS IN LIEU OF ANY AND ALL OTHER POSSIBLE REMEDIES, DAMAGES, CLAIMS, OR WARRANTIES WHETHER EXPRESS OR IMPLIED. THE DAMAGE LIMITATION SET FORTH IN ARTICLE 7 ALSO SHALL APPLY TO THIS WARRANTY.

6. EXCUSED DELAY:

- CONTEXTOR DELAY:

 Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Services, if the delay is caused by an occurrence beyond the control of Contractor, or Contractor's subcontractors, suppliers, or vendors, and without fault or negligence of any of them. In addition, any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise, either directly or indirectly, as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an
- equitable adjustment for time for performance and costs.

 Contractor shall be entitled to additional compensation for any excused delay as set forth in section 6.1 of this article.
- Contractor shall be entitled to additional compensation for any excused delay as set total in section 0.1 or this article.

 Contractor shall be entitled to additional compensation for any acceleration or compression of the Services, and for any out of sequence or overtime work, except to the extent caused by Contractor's own negligent acts or omissions.

7. LIMITATION OF LIABILITY:

- 7.1 Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either
- party be liable to the other for special, indirect, inclidental, consequential, exemplary or punitive damages of any nature.

 7.2 In no event shall Contractor's aggregate liability to Customer for such actual and direct damage acceed an amount, at Contractor's sole option, that is equal to (i) the amount of this Agreement, but if the Agreement is multi-year agreement or variable-priced agreement, an amount that is equal to the value of all Services performed in the year of the event giving rise to the claim, or (ii) the cost to Contractor to repair or replace the Equipment giving rise to the claim.





- B. HAZARDOUS MATERIALS: 8.1 Contractor shall not perform any services of any sort that concerns hazardous materials, and shall have no responsibility for

 - accumulation, storage, transportation, or disposal of any hazardous materials or waste generated by Customer or present at the Contractor shall not be deemed an "operator" of the Site for purposes of current or pending federal, state, or local laws, rules, or regulations pertaining to hazardous materials.
 - 8.3 In no event shall Contractor be required to sign any manifests related to hazardous materials generated by Customer or present at the
 - Customer shall disclose to Contractor in writing and in advance of Contractor performing any Services any known hazardous materials that are present at the Site, including, but not limited to, the location and type of each such hazardous material, so that Cont inform and protect its employees from health risks associated with such hazardous materials.
- Contractor shall not be required to perform any Services in any part of the Site where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify Customer of the circumstance giving rise to the stoppage. Contractor's nonperformance of Services due to such actual or potentially unsafe working conditions shall constitute an excused delay. Customer will be responsible for taking any and all actions necessary to correct such condition in accordance with all applicable laws and regulations, and Contractor will resume performance of the Services in the affected area only in the absence of hazardous materials and/or when the affected area has been rendered harmless and safe for Contractor's performance of the Services.
- Customer shall defend, Indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including, but not limited to, reasonable attorneys fees, arising out of or resulting from this article.
- Notwithstanding anything to the contrary in this Agreement, any water treatment program and/or services provided by Contractor or its subcontractor expressly exclude any detection or remediation of, prevention or protection from, or other form of treatment for microbiological growth and/or biological hazards that may be present in or enter Customer's water, water works, and/or systems that contain water, specifically including, but not limited to, Legionella bacteria. Customer and Contractor agree that Contractor or its subcontractor shall not be liable or responsible for any of the foregoing, or for any loss or damage arising therefro

9. TERM AND TERMINATION:

- The term of this Agreement shall be for the period set forth in the proposal (the "Term"), unless sooner terminated as provided herein.
- 9.2 This Agreement automatically shall renew for successive one (1) year terms, commencing on the expiration of the Term, and renewing on each such yearly anniversary thereafter, conditioned upon mulually acceptable provisions, as set forth in section 9.3. of this article.
 9.3 The provisions set forth in the proposal and this Agreement concerning scope and price shall apply for the duration of the Term. If the
- Agreement is not terminated at the end of the Term, the parties will andeavor to reach agreement on mutually acceptable prospective provisions for these terms, which will apply to the next yearly successive term. The parties will follow such process for each successive yearly term until the Agreement is terminated. Failure to reach agreement on such prospective provisions for any successive yearly term
- shall render the Agreement terminated, which the parties shall confirm in writing.

 Customer or Contractor may terminate this Agreement (i) for convenience upon sixty (60) days prior written notice to the other party or (ii) upon thirty (30) days written notice prior to the commencement of any successive yearly term. In the event of either such termination, Customer will pay Contractor for all Services performed through the date of termination and, in addition, in the event of termination for
- convenience by Customer, all other reasonable costs incurred by Contractor that are associated with such termination.

 Customer may terminate this Agreement for cause, but only upon seven (7) days written notice and, further, upon Contractor's failure to commence curative measures in such time and thereafter to proceed to affect such cure. In the event of such termination, Customer will
- pay Contractor all undisputed amounts due Contractor for all Services performed through to the date of termination.

 Contractor may suspend its performance of Services, without liability of any sort to Customer, if Customer fails to make payment to Contractor within thiny (30) days after the date payment is due. Upon payment, Contractor will recommence performance, and shall be entitled to an extension of time equal to the suspension and all reasonable costs associated with such suspension.
- If, during the Term or successive terms of this Agreement, Customer utilizes an entity other than Contractor to perform any repair, replacement, modification, or other work on any Equipment, Contractor may, at its sole option, renegotiate the provisions of this
- Agreement for such Equipment or terminate this Agreement.
 If (i) Customer terminates this Agreement for convenience or (ii) Contractor terminates this Agreement for cause, Customer shall pay
 Contractor all start-up, transition, initial assessment, proposal development, or like or similar costs that Contractor deferred or amortized for payment across the Term of the Agreement, and all such amounts shall become presently due and owing to Contractor,
- 10. NO ASSIGNMENT- Neither Customer nor Contractor shall assign any of its rights or obligations hereunder without the prior written oval of the other party.

11. CHOICE OF LAW AND JURISDICTION:

- 11.1 This Agreement shall be governed by, construed, and enforced for all purposes in accordance with the laws of the State where the
- Services are performed, without giving affect to its conflict of laws provisions.

 11.2 Any and all actions arising from, relating to, or concerning the subject matter of this Agreement shall be commenced in the United States
 Federal Court in the appropriate district of such State or the State court of such State, either of which shall have exclusive jurisdiction over such actions.
- Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION.
- 11.4 Any such action also shall be commenced with one (1) year from the date of the Services giving rise to such claim, with the exception of any action by Contractor for collection of amounts due to it.

 11.5 Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts
- due to it from Customer.
- 12. ENTIRE AGREEMENT- This Agreement sets forth the entire agreement between the parties on the subject matter contained herein, and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, negotiations, or

8 | Page Proposal 001650





promises relating to those issues. No agraement modifying this Agreement shall be binding unless made in writing and signed by a duly authorized representative of the party to be bound.

APPENDIX'A: Scope Details

Tasking Details

This Section provides additional details related to the inspections for equipment listed in Appendix A1, including lists of typical tasks that technicians may perform. NOTE: Actual tasks performed by technicians for any listed equipment type may vary slightly, depending on equipment specifics (presence/ absence of features or accessories), customer application, and/ or requirement from specific manufacturers. In addition, please note that:

- As part of maintenance services, technicians will verify that equipment was either left operating
 properly (or capable of sufficient operation) and when this is not true, will provide a recommended
 next-step.
- All service visits will include documentation of work performed via a written narrative from the technician.
- Unless stated otherwise within this proposal, traditional media filters for major HVAC equipment will be replaced quarterly with new filters of equivalent media and performance. As requirements for "final", high-efficiency (typically MERV-14 or higher, including HEPA), or other specialty filters vary by application and duty, that work will be addressed as additional work unless otherwise specified in this proposal.

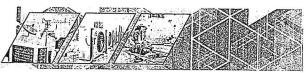
Task List	Description
60- Fans (Major PM)	The following tasks are part of a MAJOR PM for all fans: Part 1- While unit is De-energized * Check bearings (fan and motor) and drive components for wear * (if belt driven) Inspect blower pulley and drive belt for wear and verify proper belt tension * Lubricate blower motor bearings * Lubricate and adjust associated dampers (if required) * Inspect blower wheet for cleanliness * Check/ tighten mounting hardware/ isolation * Check electrical connections * Verify structural integrity of assembly Part 2- While unit is Energized * Check motor voltage & amperage
CO F. (M)	* Check for any vibrations or unusual noises
60- Fans (Minor PM)	The following tasks are part of a MINOR PM for all fans: Part 1- While unit is De-energized * Check bearings (fan and motor) and drive components for wear * (If belt driven) Inspect blower pulley and drive belt for wear and verify proper belt tension * Inspect blower wheel for cleanliness * Check/ tighten mounting hardware/ Isolation * Verify structural integrity of assembly





	Part 2- While unit is Energized
	* Check for any vibrations or unusual noises
57- Domestic Water Heater (Major/ Minor PM)	The following tasks are part of a PM for a domestic hot-water heater.
	Part 1- While unit is De-energized
	Check for any water leaks
	* (If FUEL HEAT) Clean boiler (Combustion side) * Inspect refractory
	* Clean and adjust ignition assembly
	* (If FUEL HEAT), inspect flue pipe for any degradation or leakage
	* (If FUEL HEAT), inspect for any fuel leaks at unit
	 (If FUEL OIL HEAT), service oil burner and replace fuel filters (If ELECTRIC HEAT), verify all fuses and elements are intact and operational
	* Check condition of Anode rods
	* Exercise Isolation valves
	* (If CONDENSING) Replace acid neutralizer media
	* Inspect all unit panels for integrity and tight seal
	Part 2- While unit is Energized
	* Check temperature setpoint
	* Verify gauge and thermometer accuracy
	Check operating and safety devices Check expansion tank
	* (If FUEL HEAT) Inspect draft regulator for proper operation
	* (If FUEL HEAT) Inspect draft inducer for proper operation
	* Operate heating system & verify proper performance
	* (If FUEL HEAT) Check for proper ignition and condition of flame * Check for any vibrations or unusual noises
00- Packaged HVAC Units	This is a Major PM inspection that applies to all packaged DX units. It should
(Major PM- Cooling)	be completed prior to peak cooling season.
	Part 1- While unit is De-energized
	* Check electrical connections
	Check capacitors for proper output range Check bearings (fan and motor) and drive components for wear
	* (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify
	proper belt tension
	* Lubricate blower motor bearings
	* Inspect blower wheel for cleanliness * Inspect internal coil/s for cleanliness
	* Check condensate pans and clean as necessary
	*Inspect all contactors for wear & pitting
The state of the s	* Visually inspect for signs of refrigerant leakage * Inspect condenser fan blades
	* Inspect condenser fan diades * Inspect condenser coil for cleanliness & condition
	* Inspect all unit panels for integrity and tight seal
	Part 2- While unit is Energized
	* Check minimum outdoor/ ventilation air settings
	* Check thermostat/control for proper operation (& verify it's left in proper mode)
	* Operate refrigeration system & verify proper performance
	* Check compressor voltage & amps
	* Check blower motor voltage & amps
	* Check crankcase heater for proper operation * Check for any vibrations or unusual noises
	Oncor for any morecous or unusual noises





00- Packaged HVAC Units (Major PM- Heating)	This is a Major PM inspection that applies to all packaged DX units with heating (all types). It should be completed prior to heating season.
	Part 1- While unit is De-energized
	* Check electrical connections
	* Check capacitors for proper output range
	* Check bearings (fan and motor) and drive components for wear
	 (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify proper belt tension
	*Lubricate blower motor bearings
	* Inspect blower wheel for cleanliness
	* Inspect internal coits for cleanliness
	* Inspect all contactors for wear & pitting
	* If FUEL HEAT, inspect for any fuel leaks at unit, inspect heat exchanger for
	any signs of leakage or degradation, and inspect ignition components for wear * Inspect all unit panels for integrity and tight seal
	Part 2- While unit is Energized
	 Check minimum outdoor/ ventilation air settings
	Check thermostat/control for proper operation (& verify it's left in proper mode)
	Operate refrigeration system & verify proper performance
	* Check compressor voltage & amps
	* Check blower motor voltage & amps
	* Check crankcase heater for proper operation * Check for any vibrations or unusual noises
	Check for any vibrations of unusual noises
00- Packaged HVAC Units (Minor PM)	The following tasks are part of a MINOR PM for Packaged HVAC units:
	Part 1-While unit is De-energized
	* (If belt driven) Inspect drive belt for wear and verify proper belt tension
	* Check blower and motor bearings for play and wear
	*Inspect contactors for wear & pitting
	* Check condensate pans and clean as necessary
	* Inspect all unit panels for integrity and tight seal
	Part 2- While unit is Energized
	* Check thermostat/control for proper operation (& verify it's left in proper mode)
	* Running (Visual) inspection of unit in current mode of operation
	Check economizer (if present) controls and operation
	* Check for any vibrations or unusual noises
01- Condenser Coil Cleaning	The following applies to in-scope cleaning of condenser coils for unitary
(Standard)	equipment:
	* Clean Condenser Coils by applying chemical solution to the exterior followed
	by rinsing with clean water from the interior side of the coil
	"If environmental conditions require this condenses to be a feet to the
	If environmental conditions require this condenser to have more frequent
	 If environmental conditions require this condenser to have more frequent cleaning OR the existing coil requires an alternate method (e.g. microchannel) it was noted in Additional Work
01- Indoor/ AHUs (Major PM-	cleaning OR the existing coil requires an alternate method (e.g. microchannet) it was noted in Additional Work The following tasks are part of a MAJOR PM for Indoor Air-Handling Units (AHUs)
	cleaning OR the existing coil requires an alternate method (e.g.
	cleaning OR the existing coil requires an alternate method (e.g. microchannet) it was noted in Additional Work The following tasks are part of a MAJOR PM for Indoor Air-Handling Units (AHUs)
01- Indoor/ AHUs (Major PM- Cooling)	cleaning OR the existing coil requires an alternate method (e.g. microchannel) it was noted in Additional Work The following tasks are part of a MAJOR PM for Indoor Air-Handling Units (AHUs) in preparation for cooling season: Part 1- While unit is De-energized * Check bearings (fan and motor) and drive components for wear
	cleaning OR the existing coil requires an alternate method (e.g. microchannel) it was noted in Additional Work The following tasks are part of a MAJOR PM for Indoor Air-Handling Units (AHUs) in preparation for cooling season: Part 1- While unit is De-energized * Check bearings (fan and motor) and drive components for wear * (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify
	cleaning OR the existing coil requires an alternate method (e.g. microchannel) it was noted in Additional Work The following tasks are part of a MAJOR PM for Indoor Air-Handling Units (AHUs) in preparation for cooling season: Part 1- While unit is De-energized * Check bearings (fan and motor) and drive components for wear (II BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify proper belt tension
	cleaning OR the existing coil requires an alternate method (e.g. microchannel) it was noted in Additional Work The following tasks are part of a MAJOR PM for Indoor Air-Handling Units (AHUs) in preparation for cooling season: Part 1- While unit is De-energized * Check bearings (fan and motor) and drive components for wear * (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify proper belt tension * Lubricate blower motor bearings
	cleaning OR the existing coil requires an alternate method (e.g. microchannel) it was noted in Additional Work The following tasks are part of a MAJOR PM for Indoor Air-Handling Units (AHUs) in preparation for cooling season: Part 1- While unit is De-energized * Check bearings (fan and motor) and drive components for wear (II BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify proper belt tension





	Check condensate pans and clean as necessary (If DX COOLING) Visually inspect for signs of refrigerant leakage Inspect all unit panels for integrity and tight seal
	Part 2- While unit is Energized
	Check minimum outdoor/ ventilation air settings Check thermostat/control for proper operation (& verify it's left in proper mode)
	*Check blower motor voltage & amps * (If DX COOLING), Operate refrigeration system & verify proper performance * Check for any vibrations or unusual noises
01- Indoor/ AHUs (Major PM- Heating)	
	Part 1- While unit is De-energized
	Check bearings (fan and motor) and drive components for wear (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify
	proper belt tension * Lubricate blower motor bearings
	* Inspect blower wheat for cleanliness
	*Inspect Internal coll/s for cleanliness
	* Inspect contactor for wear & pitting * (If FUEL HEAT) inspect for any fuel leaks at unit; inspect heat exchanger for
	any signs of leakage or degradation; inspect ignition components for wear
	* Inspect all unit panels for integrity and tight seal
	Part 2- While unit is Energized
	* Check minimum outdoor/ ventilation air settings
	Verify proper operation of safety controls (IF FUEL HEAT), inspect draft inducer and motor for proper operation
	* (If HEAT PUMP), verify proper operation of reversing valve and defrost
	control
	* (If ELECTRIC HEAT), verify heating elements are intact and operational
	Operate heating system & verify proper performance Check for any vibrations or unusual noises
01- Indoor/ AHUs (Minor PM)	The following tasks are part of a MINOR PM for Indoor Air-Handling Units (AHUs):
	Part 1- While unit is De-energized
	* (If belt driven) Inspect drive belt for wear and verify proper belt tension * Check blower and motor bearings for play and wear
1	*Inspect contactors for wear & pitting
	* Check condensate pans and clean as necessary * Inspect all unit panels for integrity and tight seal
	Part 2- While unit is Energized
	Check thermostat/control for proper operation (& verify it's left in proper mode)
	Running (Visual) inspection of unit in current mode of operation Check for any vibrations or unusual noises
01- Split DX- Outdoor Unit/ Cond. Unit/ Condenser	The following tasks are part of a MAJOR PM for a condensing unit (w/ compressor), condenser (without compressor) or the like:
(Major PM)	Part 1- While unit is De-energized
	* Inspect contactors for wear & pitting
i	* Visually inspect for signs of refrigerant leakage





	Part 2- While unit is Energized
	* Check thermostat/control for proper operation (& verify it's left in proper mode)
	 Operate refrigeration system & verify proper performance (If HEAT PUMP system), verify proper operation of reversing valve and defrost control
	* Check compressor voltage and amps
	Check crankcase heater for proper operation
	 Check for any vibrations or unusual noises
01- Split DX- Outdoor Unit/ Cond. Unit/ Condenser	The following tasks are part of a MINOR PM for a condensing unit (w/ compressor), condenser (without compressor) or the like:
(Minor PM)	Part 1-While unit is De-energized
	* Inspect contactors for wear & pitting
	* Visually Inspect for signs of refrigerant leakage
	* Inspect all unit panels for Integrity and tight seal
	Part 2- While unit is Energized
	Check thermostat/control for proper operation (& verify it's left in proper mode)
	*Running (Visual) inspection of unit in current mode of operation *Check for any vibrations or unusual noises
	Check for any viorations of unusual noises





APPENDIX B: WE'ARE PART OF THE EMCOR GROUP FAMILY

AN INDUSTRY LEADER

- A Fortune 500° leader in building services, mechanical and electrical construction, and industrial and energy infrastructure, we provide services for 75% of the other Fortune 500° Companies and other organizations working in virtually every market segment, facility type and size.
- National coverage with 220+ locations and 40,000+ employees in the U.S. and UK. More than 5,500 skilled technicians are trained to work on virtually any brand of equipment in every type of facility in nearly every major U.S. market.
- The Power of Financial Strength: EMCOR's strong financial position enables it to attract and retain the best talent, undertake and complete the most ambitious projects, and redefine and shape the future of the industries in which it works.



The EMCOR Values of "Mission First, People Always" have become inculcated across all EMCOR subsidiaries and employees. These simple yet powerful words explain and describe the fundamental beliefs by which we operate.

COMPREHENSIVE SERVICES

- Mechanical and HVAC services
- Mechanical and HVAC construction, renovation, and retrofits
- Energy services
- As part of the EMCOR family, additional services include; site-based facilities services, interior and exterior maintenance services, fire protection, and multi-site maintenance and trades

STRONG SAFETY CULTURE

- Safety Record: EMCOR's safety performance consistently remains strong year after year with a current rate better than 60% of competitors and that ranks 63% lower than the Bureau of Labor Statistics industry average.
- Industry Leading Safety Programs: EMCOR's award winning "Be There For Life—ZERO Injury" program is an industry leader in reducing lost time injuries.

KEY BENEFITS

- Client-focused solutions
- Enhanced employee workplace experience, wellness, and comfort levels
- Optimized return on investment
- ♦ Controlled costs and service levels
- Improved efficiencies
- ♦ Extended system life
- Code and regulatory compliance expertise
- Best-in-class technology

Deep commitment to sustainability



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EXHIBIT B

CITY OF GLADSTONE, MISSOURI WORK AUTHORIZATION AFFIDAVIT PURSUANT TO 285.530, RSMo (FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

STATE OF MISSOURI)
) ss.
As used in this Affidavit, the following terms shall have the following meanings:
EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.
FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.
KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.
UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).
BEFORE ME, the undersigned authority, personally appeared, who, being duly sworn, states on his oath or affirmation as follows:
1. My name is and I am currently the of, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the HVAC Preventative Maintenance contracted between Contractor and the City of Gladstone, Missouri.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
ACC
Affiant
Printed Name
Subscribed and sworn to before me this day of, 20 <u>4.54</u> .
SEAL Notary Public

EXHIBIT B

CITY OF GLADSTONE, MISSOURI WORK AUTHORIZATION AFFIDAVIT PURSUANT TO 285.530, RSMo (FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

STATE OF MISSOURI KANSAS)

	COUNTY OF Wyandotte) ss.
	As used in this Affidavit, the following terms shall have the following meanings:
	EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.
	FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.
	KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.
	UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).
	BEFORE ME, the undersigned authority, personally appeared Bob Robert, who, being duly sworn, states on his oath or affirmation as follows:
,	1. My name is 1306 ROACH and I am currently the COO of EMORSERUCES FAGAN (hereinafter "Contractor"), whose business address is 3125 BRINKERHOFF RD, and I am authorized to make this KANSA CH, KS 6645
2	2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3	s. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in onnection with the <u>HVAC Preventative Maintenance</u> contracted between Contractor and the City of Gladstone, Missouri.
4 s	. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services et forth above.
	Affiant
	Jessica Haziett Notary Public State of Kansas My Commission Expires 4/0/29 Printed Name
Sı	obscribed and sworn to before me this <u>22nd</u> day of <u>October</u> :2025.
SE	AL Notary Public