

CITY COUNCIL REPORT



Meeting Date: **March 24, 2026**
General Plan Element: **Public Service and Facilities**
General Plan Goal: **Efficiently plan & manage infrastructure and facilities**

ACTION

Use of a Cooperative Agreement (Mohave) with Midstate Mechanical. Adopt Resolution No. 13611 authorizing Contract 2026-032-COS for mechanical and plumbing services, in an amount not to exceed an already budgeted \$2,000,000. The ultimate term date of the contract is 09/05/2026 with the possibility of up to three (3) additional terms of one (1) year each.

BACKGROUND

Midstate Mechanical is an HVAC company that the city has used before with mechanical, electrical, and plumbing projects. The purpose of this action is to enter into a contract with Midstate Mechanical for mechanical and plumbing projects throughout the City.

The City of Scottsdale and the contractor are wanting to enter into a contract for mechanical services, that would allow the contractor to do work for the City using the predetermined pricing listed in the Mohave Cooperative Agreement for up to \$2,000,000 per term. These monies would be monies that are already budgeted, no additional budget money is being requested with this Contract.

The first term of the City of Scottsdale agreement (2026-032-COS) will begin as of the effective date and end September 5, 2026, with the possibility of 3 additional 1 year terms.

IMPACT ANALYSIS

The City has previously used these contractors for various projects throughout the City, and by adding this Job Order Contract, it will allow the City of Scottsdale to have a vendor with set pricing available to use instead of being forced to look for one to use. Additionally, using the Job Order contract will aid in the process for getting projects started and going more efficiently due to having a contractor to reach out to for bids, availability, etc.

Available Funding

Authorization of this contract commits no new funding. Any money that is going to be used for projects using this Job Order Contract will be monies that are already budgeted and available. No additional money is being requested with this contract.

Action Taken _____

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 13611 authorizing Contract number 2026-032-COS, for mechanical and plumbing services with Midstate Mechanical for various projects throughout the City trades in an amount not to exceed \$2,000,000 of already budgeted monies per contract term.

Proposed Next Steps

Upon council approval, staff will move forward with using Midstate Mechanical on mechanical and plumbing projects for the City.

RESPONSIBLE DEPARTMENT(S)

Facilities Management

STAFF CONTACTS (S)

Robert Franklin, Facilities Service Area Manager, RFranklin@scottsdaleaz.gov

APPROVED BY



Steve Denning, Facilities Deputy Director

(480) 312-5756, sdenning@scottsdaleaz.gov

3/10/2026

Date

Jeff Walther

Jeff Walther, Assistant City Manager

(480) 312-7954, jwalther@scottsdaleaz.gov

3/10/26 10:43 MST

Date

ATTACHMENTS

1. Resolution 13611
2. Contract 2026-032-COS

RESOLUTION NO. 13611

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING CONTRACT NO. 2026-032-COS, A CONTRACT FOR MATERIALS OR SERVICES PURSUANT TO CONTRACT ISSUED BY OTHER GOVERNMENTAL AGENCY WITH MIDSTATE MECHANICAL, LLC FOR JOB ORDER CONTRACTING FOR VARIOUS CONSTRUCTION TRADES IN AN AMOUNT NOT TO EXCEED \$2,000,000.

WHEREAS, the City is authorized by Scottsdale Revised Code, Article IV, Division 4, Section 2-191 to enter into contracts for the procurement of materials and services pursuant to specifications, solicitations, or contracts issued by other governmental agencies; and

WHEREAS, Midstate Mechanical, LLC, an Arizona limited liability company, has entered into a contract with another governmental agency, namely Mohave Educational Services Cooperative, Inc., a purchasing cooperative, and bearing contract number 24B-MMI-0905 (the "Originating Contract");

WHEREAS, the City and Midstate Mechanical, LLC desire to enter into a contract for materials or services subject to the same terms, conditions, specifications, and requirements outlined in the Originating Contract, except as expressly modified by Contract No. 2026-032-COS (the "Contract"); and

WHEREAS, the initial term of the Contract ends September 5, 2026, with the option for three (3) additional one (1) year term extension, in an amount not to exceed \$2,000,000 per term.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The Mayor is hereby authorized and directed to execute, on behalf of the City, Contract No. 2026-032-COS, a Contract for Materials or Services Pursuant to Contract Issued by Other Governmental Agency with Midstate Mechanical, LLC for Job Order Contracting for Various Construction Trades.

Section 2. The City Manager or designee is hereby authorized to execute such other documents and take such other actions as necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Scottsdale this ____ day of _____, 2026.

ATTEST:

CITY OF SCOTTSDALE
an Arizona municipal corporation

Ben Lane, City Clerk

Lisa Borowsky, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY



Luis E. Santaella, Interim City Attorney
By: Lydia Tulin, Assistant City Attorney



CITY OF SCOTTSDALE

**CONTRACT FOR MATERIALS OR SERVICES PURSUANT TO CONTRACT ISSUED BY
OTHER GOVERNMENTAL AGENCY**

CONTRACT NO. 2026-032-COS

Job Order Contracting for Various Construction Trades

This Agreement for Materials or Services Pursuant to Contract Issued by Other Governmental Agency ("Agreement") is entered into this _____ day of _____, 2026 ("Effective Date"), between the City of Scottsdale, an Arizona municipal corporation (the "City"), and Midstate Mechanical, LLC, an Arizona limited liability company (the "Contractor"). For purposes of this Agreement, the City and Contractor may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A.** The City's Purchasing Director is authorized by Scottsdale Revised Code, Article IV, Division 4, Section 2-191 to enter into contracts on behalf of the City for the procurement of materials and services pursuant to specifications, solicitations, or contracts issued by other governmental agencies.
- B.** Contractor has entered into a contract with another governmental agency, namely Mohave Educational Services Cooperative, Inc. (the "Originating Agency") bearing contract number 24B-MMI-0905 (the "Originating Contract").
- C.** The City and Contractor desire to enter into a contract for materials or services subject to the same terms, conditions, specifications, and requirements outlined in the Originating Contract, except as expressly modified by this Agreement.

FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION

- 1.1. Incorporation of Recitals.** The Recitals set forth above are incorporated into and made a part of this Agreement.
- 1.2. Incorporation of Originating Contract.** Except as expressly modified by this Agreement, the Originating Contract and all attachments, exhibits, addenda, schedules, amendments, modifications, extensions, and renewals thereto are

incorporated into and made a part of this Agreement as though set forth fully herein. Such incorporation shall include any requests or solicitations issued by the Originating Agency in connection with the Originating Contract, and any proposals or similar responsive documents submitted by Contractor in response thereto, regardless of whether any such documents were incorporated into the Originating Contract. If any provision of this Agreement conflicts with any provision of the Originating Contract or any documents incorporated pursuant to this paragraph, the provisions of this Agreement shall control.

- 1.3. Substitution.** All references in the Originating Contract to the Originating Agency shall be construed to mean the City. To the extent possible, all references to the ordinances or other similar legislative enactments of the Originating Agency shall be construed to mean the Scottsdale Revised Code, and all references to specific provisions of any such ordinance or enactment shall be construed to mean the closest equivalent provision of the Scottsdale Revised Code.

2. SCOPE OF SERVICES

- 2.1. Scope of Services.** The scope of services will be as detailed in the Originating Contract.

3. PRICING

- 3.1. Pricing.** The pricing will be as detailed in the Originating Contract.

4. TERM

- 4.1. Term and Renewal.** The initial term of this Agreement shall commence on the Effective Date and end on September 5, 2026. The Effective Date shall be the date specified in this Contract on which the Contract becomes effective, but if no date is specified, the date on which the City executes this Contract.

The Parties may agree to renew and extend this Agreement for up to three (3) additional terms of one (1) year each, subject to the same terms and conditions outlined herein. A contract modification will be processed for each extension. Each extension must be authorized by the Contract Administrator and Purchasing Director for the City and need not return to the City's Council for approval.

5. CONTRACT ADMINISTRATOR

- 5.1. Contract Administrator.** The "Contract Administrator" for the City is Tom McNeil. The Contract Administrator will serve as Contractor's primary point of contact with the City, monitor Contractor's performance, review and approve invoices, establish delivery schedules, and in conjunction with Purchasing ensure Certificates of Insurance are current, conform to the requirements of this Agreement, and are in

the City's possession. Contractor will direct any reports and/or special requests to the Contract Administrator.

6. PAYMENTS

- 6.1. Payment Terms.** Payment is due no later than twenty-five (25) days after the Contract Administrator's approval of any invoice. In no event will the City issue payment prior to receipt of an original, approved form of invoice containing accurate invoice and reference numbers. The City will not be liable for any delays in payment caused by Contractor's failure to timely submit invoices. Contractor shall send an electronic copy of all invoices to the Contract Administrator for approval. Upon approval, all invoices shall be sent to the City at the following address:

City of Scottsdale
Accounts Payable
7447 E. Indian School Road, Suite 210
Scottsdale, Arizona 85251-4468

7. NOTICES

- 7.1. Notices.** All notices, requests, demands, consents, approvals, and other communications which may be or are required to be served or given under this Agreement, shall be in writing and hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Party or Parties, as follows:

If to City: City of Scottsdale
Attn: Facilities Department
9191 E San Salvador Dr.
Scottsdale, AZ 85258

Copy to: City of Scottsdale
Attn: City Attorney
3939 N. Drinkwater Blvd.
Scottsdale, AZ 85251

If to Contractor: Midstate Mechanical, LLC
1900 E Riverview Drive
Phoenix, AZ 85034
Attn: Rick Wagner

If hand delivered, Notices are deemed received on the date delivered. If delivered by certified or registered mail, Notices are deemed received on the date indicated on the receipt. Notice by facsimile or electronic mail is not adequate notice.

8. INSURANCE

- 8.1. General.** Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor must purchase and maintain, at its own expense, this

Agreement's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the City. Failure to maintain insurance as specified may result in termination of this Agreement at the City's option.

- 8.2. Certificates of Insurance.** A current Acord Certificate is acceptable. Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate, delay in Agreement execution, and/or termination of Agreement. Additionally, Certificates of Insurance submitted without referencing a Contract number may be subject to rejection and returned or discarded.
- 8.3. No Representation of Coverage Adequacy.** By requiring the insurance stated in this Agreement, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements required by in this Agreement but has no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Agreement or failure to identify any insurance deficiency does not relieve Contractor from, nor may it be construed or considered a waiver of, Contractor's obligation to maintain the required insurance at all times during the performance of this Agreement.
- 8.4. Coverage Term.** All insurance required by this Agreement must be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed, and formally accepted by the City, unless otherwise specified in this Agreement.
- 8.5. Claims Made.** In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Agreement by keeping coverage in force using the effective date of this Agreement as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Agreement and can never be after the effective date of this Agreement. Upon completion or termination of this Agreement, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option, or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Agreement.
- 8.6. Policy Deductibles and/or Self-Insured Retentions.** The policies stated in these requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to the City. Contractor is solely responsible for any deductible or self-insured retention amount. The City, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit. Any self-insured retentions and deductibles must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any self-insured

retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

- 8.7. Use of Sub-Contractors.** If any work under this Agreement is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements stated in this Agreement protecting the City and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 8.8. Evidence of Insurance and Requirement Endorsements.** Before beginning any work or services under this Agreement, Contractor must furnish the City with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Agreement and provide the required coverage, conditions, and limits of coverage and that any coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but any acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the required policies of insurance expire during the life of this Agreement, it will be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

Certificates will specifically cite the following provisions endorsed to the Contractor's policy:

- 8.8.1.** The City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named as Additional Insured under the following policies:
- a. Commercial General Liability
 - b. Auto Liability
 - c. Excess Liability - Follow Form to underlying insurance as required.
- 8.8.2.** Contractor's insurance must be primary insurance as respects performance of subject contract.
- 8.8.3.** All policies must waive rights of recovery (subrogation) against the City, its agents, representatives, officers, directors, officials, and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- 8.8.4.** If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.
- 8.9. Commercial General Liability.** Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual

Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. If any excess insurance is utilized to fulfill the requirements of this paragraph, the excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.

- 8.10. Auto Liability.** If any vehicle is used in the performance of the Scope of Work that is the subject of this contract, the Contractor must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on the Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any excess insurance is utilized to fulfill the requirements of this paragraph, the excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- 8.11. Workers' Compensation Insurance.** Contractor must maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes applicable to Contractor's employees engaged in the performance of work or services under this Agreement, and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. If Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not to purchase Workers' Compensation Insurance, a completed and signed Workers' Compensation Waiver Form will substitute for this insurance requirement.

9. INDEMNIFICATION

- 9.1. Indemnification.** To the fullest extent permitted by law, Contractor, its successors, assigns, and guarantors must defend, indemnify, and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from, any act or omission, negligence, recklessness, or intentional wrongful conduct by Contractor in the performance of this Agreement, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. This indemnity obligation does not apply to, and Contractor shall be held harmless from and against all suits, demands, or claims related to, the sole negligence of the City, its agents, representatives, officers, directors, officials, and employees.

10. MISCELLANEOUS

- 10.1. Conflict of Interest.** Pursuant to A.R.S. § 38-511, as amended, the City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other

party to the contract in any capacity or a contractor to any other party to the contract with respect to the contract's subject matter. The cancellation will be effective when all other parties to the contract receive the City's written notice unless the notice specifies a later time.

- 10.2. Funds Appropriation.** If the City Council does not appropriate funds to continue this Agreement, the City may terminate this Agreement at the end of the current fiscal period. The City agrees to give written notice of termination to Contractor at least thirty (30) days before the end of its current fiscal period and will pay to Contractor all approved charges incurred through the end of that period.
- 10.3. Modifications and Change Orders.** This Agreement may not be changed, altered, or amended in any way except as consistent with the City of Scottsdale Procurement Code, as amended.
- 10.4. Assignment.** This Agreement may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.
- 10.5. Immigration Law Compliance.** Under the provisions of A.R.S. §41-4401, Contractor warrants to the City that Contractor and all its subcontractors will comply with all federal immigration laws and regulations that relate to their employees and that Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by Contractor or any of its subcontractors will be considered a material breach of this Agreement and may subject Contractor or Subcontractor to penalties up to and including termination of this Agreement or any subcontract. Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. Contractor's failure to assure compliance by all its subcontractors with the E-Verify Program may be considered a material breach of this Agreement by the City.

The City retains the legal right to inspect the papers of any employee of Contractor or any subcontractor who works on this Agreement to ensure that Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of Contractor and any of its subcontractors to ensure compliance with this warranty. Contractor agrees to indemnify, defend, and hold the City harmless for, from, and against all losses and liabilities arising from any and all violations of these statutes.

- 10.6. No Preferential Treatment or Discrimination.** In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to, or discriminate against, any individual or group on the basis of race, sex, color, ethnicity, or national origin.

For the duration of this Agreement, Contractor represents and warrants it will comply with all applicable local, state and federal laws governing equal

employment opportunities, or prohibiting employment or other discrimination based on any protected characteristic including but not limited to actual or perceived race, color, religion, sex, age, disability, national origin, sexual orientation, gender identity, or U.S. military status. City of Scottsdale Revised Code, Chapter 15 mandates contractor compliance with the policies contained therein. Contractor agrees that any violation of provision on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

10.7. Israel Boycott Prohibition. By executing this Agreement, Contractor certifies that it is not currently engaged in and will not for the duration of this Agreement engage in boycott activity proscribed by A.R.S. § 35-393, *et seq.*, as amended.

10.8. Forced Labor Prohibition. Pursuant to A.R.S. § 35-394, as amended, Contractor warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not, use:

- a. The forced labor of ethnic Uyghurs in the People's Republic of China.
- b. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- c. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Contractor becomes aware during the term of this Contract that Contractor is not in compliance with this Article, Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. Failure of Contractor to provide a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the City of its noncompliance will result in automatic termination of this Contract, unless an earlier contract termination, cancellation, or expiration date applies.

10.9. Advertising. No advertising or publicity concerning the City using Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Contract Administrator and the City Attorney.

10.10. No Donations Allowed. To avoid the appearance of impropriety, Contractor shall not make any donation to the City of any goods or services during the term of this Agreement, unless it has specifically been approved by the City Manager or designee.

10.11. Arizona Law; Venue. This Agreement and the Originating Contract will be considered to be made under and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Agreement, the Originating Contract, or to obtain any remedy with respect to this Agreement or the Originating Contract shall be brought in the Superior Court of Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably

consents to the jurisdiction and venue of that Court and waives the right to have such action removed to Federal District Court..

- 10.12. Severability.** If any provision of this Agreement or the Originating Contract or their application to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Agreement and Originating Contract and the application of the Agreements will not be affected and will be enforceable to the fullest extent permitted by law. In accordance with the provisions of A.R.S. § 41-194.01, as amended, should the Attorney General give notice to the City that any provision of this Agreement violates state law or the Arizona Constitution, or that it may violate a state statute or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from this Agreement and the City and Contractor shall, within ten (10) days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s).
- 10.13. Non-Waiver Provision.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 10.14. Audit and Inspection.** The City may, at reasonable times, inspect the place of business of Contractor that is related to the performance of this Agreement or audit the books and records of Contractor to the extent that the books and records relate to the performance of this Agreement.
- 10.15. Entire Agreement.** This Agreement and the terms of the Originating Contract constitutes the entire understanding between the Parties and supersedes all previous representations, written or oral, with respect to the subject matter contained herein. Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated herein.
- 10.16. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- 10.17. Authority.** Each Party warrants that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each Party has been properly authorized and empowered to enter into this Agreement. Each Party acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Agreement.

[END OF TEXT- SIGNATURE PAGE TO FOLLOW]

THE CITY OF SCOTTSDALE, by its Mayor and City Clerk have subscribed their names this
_____ day of _____, 20____.

CITY OF SCOTTSDALE, an
Arizona municipal corporation

Lisa Borowsky, Mayor

ATTEST:

Ben Lane, City Clerk

REVIEWEWD BY:

Tom McNeill

3/10/26 06:08 MST

Tom McNeill
Contract Administrator

Jenn Myers

3/10/26 07:48 MST

Jenn Myers, MPA, CPPO, NIGP-CPP, CPPB
Purchasing Director

George Woods Jr.

3/10/26 09:39 MST

George Woods
Safety & Risk Management Director

APPROVED AS TO FORM:

Lydia Tulin

3/10/26 09:50 MST

Luis E. Santaella, Interim City Attorney
By: Lydia Tulin, Asst. City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CONTRACTOR

Midstate Mechanical, LLC,
an Arizona limited liability company
1900 E Riverview Drive.
Phoenix, AZ 85034

Rick Wagner

3/9/26 13:06 MST

(Authorized Representative Signature)

Rick Wagner

(Print Name)

JOC Sales Manager

(Title)