

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
ATLANTIC PACIFIC STANDARD, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) between the CITY OF TOLLESON, an Arizona municipal corporation (the “City”) and ATLANTIC PACIFIC STANDARD, LLC, an Arizona limited liability company (the “Vendor”), (collectively, the “parties”), is hereby entered into and shall be effective on the last signature date set forth below.

RECITALS

A. The City issued a Request for Proposals for WW 25-02 (the “RFP”), attached hereto as Exhibit A, and incorporated herein by reference, from vendors for professional welding services.

B. The Vendor submitted a proposal in response to the RFP, attached hereto as Exhibit B, and incorporated herein by reference, and the City desires to enter into an Agreement with the Vendor to assist the City in providing welding equipment and services (the “Equipment and Services”).

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the last date set forth below and shall remain in full force and effect until April 1, 2027 (the “Initial Term”) and shall automatically renew for up to four successive one-year terms (**each**, a “Renewal Term”), unless terminated as otherwise provided in this Agreement. The Initial Term and the Renewal Term are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Vendor shall provide the Equipment and Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The City shall pay Vendor a price not to exceed the amount designated in the Purchase Order or Authorization for Equipment and Services provided to Vendor for the Equipment and Services as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference. The City’s payments to the Vendor shall not exceed an

aggregate amount of \$200,000.00 for each fiscal year, July 1st through June 30th, for the Equipment and Services.

4. Payments. The City shall pay the Vendor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Vendor Personnel. Vendor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Equipment and Services to be performed under this Agreement. Vendor agrees to assign specific individuals to key positions. If deemed qualified, the Vendor is encouraged to hire City residents to fill vacant positions at all levels. Vendor agrees that, upon commencement of the Equipment and Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Equipment and Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Equipment and Services than initially anticipated, Vendor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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

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

9. Performance Warranty. Vendor warrants that the Equipment and Services rendered will conform to the requirements of this Agreement and to the professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to , arise out of, or are caused by the negligent acts, recklessness or intentional misconduct, errors, mistakes or

omissions, in connection with the delivery of goods, the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement, including, but not limited to claims or demands arising from (A) accidents occurring on the premises of the City, whether or not caused by the negligence of the Vendor, its agents or employees, or the negligence other than the sole negligence of the City, its agents or employees or that of any other person, firm or entity, (B) claims and demands on account of infringement, or alleged infringement, of any patent, copyright, trademark, trade name, or any other intellectual property right in conjunction with the manufacture or use of any product included in this Agreement and, upon written request, Vendor will defend at its own cost and expense any legal action or suit against the City involving any such alleged infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits and (C) damages to persons or property resulting from defects in materials or workmanship.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, the minimum insurance set forth in this subsection with insurance companies authorized to do business in the State of Arizona pursuant to A.R.S. § 20-206, as amended, with an AM Best, Inc. rating of A or above, and with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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

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

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

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

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

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

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

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Vendor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Vendor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Equipment and Services and the City's acceptance of the Vendor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Vendor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement; certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions: (1) the City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows: (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent, (b) Auto Liability – Under ISO Form CA 20 48 or equivalent, (c) Excess Liability – Follow Form to underlying insurance; and (2) Vendor's insurance shall be primary insurance with respect to performance of this Agreement; and (3) a clear statement that all policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City,

its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

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

b. Vehicle Liability. Vendor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Vendor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Vendor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Vendor engages in any professional services or work in connection with performing the work under this Agreement, the Vendor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Equipment and Services performed by the Vendor, or anyone employed by the Vendor, or anyone for whose negligent acts, mistakes, errors and omissions the Vendor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Equipment and Services, and the Vendor shall be required to submit certificates of insurance and a copy of the

declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

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

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

12. Applicable Law; Venue. In the performance of this Agreement, Vendor shall abide by and conform to any and all laws of the United States, State of Arizona and City of Tolleson, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and any suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement issued by the City are for the convenience of the City and, as such, may be terminated in whole or in part, without cause after receipt by Vendor of written notice by the City. Upon termination for convenience, Vendor shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated if either party fails to perform any obligation under this Agreement and such party fails to cure is non-performance with 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 120 days, unless specifically authorized, in writing, by the City Manager or authorized designee. In the event of such termination for cause, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

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

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

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

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

14. Miscellaneous.

14.1 Independent Contractor. The Vendor acknowledges and agrees that the Equipment and Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Vendor, its employees and subcontractors

are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Vendor, its employees or subcontractors. The Vendor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Vendor meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Vendor do not intend to nor will they combine business operations under this Agreement.

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

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

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

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

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Vendor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Vendor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

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

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

14.8 Assignment. No right or interest in this Agreement shall be assigned by Vendor without prior, written permission of the City signed by the City Manager and no delegation of any duty of Vendor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Agreement by Vendor.

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

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

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

14.12 Liens. All goods delivered and labor performed under this Agreement shall be free from all liens and, if the City requests, a formal release of all liens will be delivered to the City's Procurement Officer.

14.13 Offset.

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

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

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

If to the City: City of Tolleson
 9055 West Van Buren Street
 Tolleson, Arizona 85353
 Attn: Crystal Zamora, City Clerk

With copy to: Pierce Coleman PLLC
 17851 N. 85th Street, Suite 175
 Scottsdale, Arizona 85255
 Attn: Justin S. Pierce

If to Vendor: Atlantic Pacific Standard, LLC
 5481 S. Beehive Avenue
 Tucson, Arizona 85746
 Attn: Mark Brownell

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

14.15 Confidentiality of Records. Vendor acknowledges that, in the performance of some services (including installation of materials), Vendor will be acquiring, using and adding to confidential information. "Confidential Information" includes, but is not limited to, the following types of information or other information of a similar nature, whether or not reduced to writing: (1) any information protected by applicable law from disclosure by the City; and (2) City's public infrastructure, public safety and proprietary materials to the extent not required to be disclosed pursuant to applicable law. The Vendor shall establish and maintain procedures and

controls that are acceptable to the City for the purpose of ensuring that Confidential Information and other information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Vendor's duties under this Agreement. Persons requesting such information should be referred to the City. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Agreement. Vendor shall ensure its subcontractors are aware of and comply with this provision.

14.16 Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the E-verify warranty, Vendor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Vendor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in the E-verify section. To the extent necessary for the City to audit Records as set forth in this subsection, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this section. The City shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

14.18 Israel. Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott" of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

14.19 China. Pursuant to and in compliance with A.R.S. § 35-394, Vendor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Vendor will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) 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. Vendor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

14.20 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Fee Proposal, the RFQ and the Vendor's SOQ, the documents shall govern in the order listed herein.

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

14.22 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Vendor. Vendor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Equipment and Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Vendor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON THE FOLLOWING PAGE(S).]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date and year first set forth below.

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

“Vendor”

ATLANTIC PACIFIC STANDARD, LLC,
an Arizona limited liability company

By: _____
Name: _____
Title: _____

Date

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
ATLANTIC PACIFIC STANDARD, LLC
(RFQ)

See following pages (to be added subsequent to execution).

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
ATLANTIC PACIFIC STANDARD, LLC
(Proposal)

See following pages (to be added subsequent to execution).

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
ATLANTIC PACIFIC STANDARD, LLC
(Scope of Work)

See following pages (to be added subsequent to execution).

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
ATLANTIC PACIFIC STANDARD, LLC
(Fee Schedule + Fee Proposal)

See following pages.



Atlantic Pacific Standard

3001 S 12th Ave, Unit 1
Tucson AZ 85713

1/07/2026

To: City of Tolleson
Attn: Purchasing Dept.
Location: Citywide Welding Services

Scope of Work:

Atlantic Pacific Standard (APS) proposes to furnish materials, labor, and equipment for welding services as required for the City of Tolleson, AZ per the RFQ.

Atlantic Pacific Standard was founded in 2005 by Richard Otero. We have successfully performed General Engineering, Mechanical / Process Piping welding and structural fabrication projects throughout the Western States over the past 20 years. We utilize in-house fabrication and self-perform all of field welding services. We are currently Arizona Registrar of Contractors and hold ASME "U", "R" and "S" certificates.

Licenses:

KA Dual Engineering – ROC 331956
A – General Engineering – ROC 329615
C 4 – Boilers, Steam fitting and Process Piping – ROC 308273
CR 39 – Air Conditioning and Refrigeration – ROC 342472
CR 77 – Plumbing including Solar – ROC 336951
CR 11 – Electrical – ROC 354504

Please review our fee structure below:

- 1) Shop drawings – if required would be on a per project basis, based on complexity.
- 2) Materials – cost of goods, plus a 12.5% mark-up
- 3) Consumables – are covered in our hourly fee
- 4) Shop fabrication services - \$105.00 / hr. Overtime rate - \$157.50/hr.
- 5) Field welding services – **Carbon Steel** - \$130.00/hr. Overtime rate - \$195.00/hr.
- Helpers - \$55.00/hr. Overtime rate - \$82.50
- 6) Field welding services – **Stainless steel / Aluminum** - \$155.00/hr.
- Helpers- \$55.00/hr. Overtime rate \$97.50/hr.
- 7) Equipment – Field Forklifts, Aerial Lifts (etc.) will be invoiced at cost plus 12.5% markup

Exclusions:

- Coring
- Hole Patching
- ICRA
- Floor Protection within patient areas
- Roofing Protection
- Temporary Lighting for other trades
- Test and balance or system calibration.
- Disinfection or treatment of domestic water

- All work not otherwise included in this proposal.
- Any start-up of any kind
- Valving operation
- Bond
- Contract Taxes
- Flooring and building protection.
- Final cleaning outside of APS scope of work areas
- Partition removal
- Chillers
- Pumps
- System air and water balancing
- Toilet and restroom accessories removal and placement
- Engineering
- Property Security
- Temporary facilities
- Maintenance
- Pump alignment
- Grouting
- Remediation
- Controls
- HVAC
- Excavation
- Overtime (other than if specifically mentioned above)
- Off hours (other than if specifically mentioned above)
- Backfill and compaction.
- Bell holes
- X-Ray welds and or pipe welding
- Buy American Act
- Buy America Act
- SWPPP
- Permits
- Parking Fees
- Pumps
- All controls

Terms and Conditions:

Any unforeseen issues encountered during the installation process will be communicated promptly, and additional costs, if any, will be discussed and agreed upon before proceeding.

Estimate Valid for 30 Days

We appreciate the opportunity and look forward to working with you on this project. Please don't hesitate to reach out with any questions or additional requirements.

Sincerely,

Mark Brownell
Estimator
Atlantic Pacific Standard
(520) 940-3321
markb@apsge.com