



**THIRD AMENDMENT
TO THE
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
SOUTHWEST FABRICATION**

THIS THIRD AMENDMENT TO THE LINKING AGREEMENT (this "Amendment") is entered into as of _____, 2026, between the Town of Paradise Valley, an Arizona municipal corporation (the "Town"), and Southwest Fabrication, LLC, an Arizona limited liability company (the "Contractor"). The Town and Contractor are the only parties to this Agreement; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Parties entered into Linking Agreement No. CON-22-222-PBW, dated March 23, 2023, for the Contractor to provide bus stop shelter, installation, maintenance, and repair services (the "Original Agreement"), and amended it on March 21, 2024 (the "First Amendment"), and on April 8, 2025 (the "Second Amendment"), to add additional services, increase compensation, and extend the term (collectively, the Original Agreement, First Amendment, and Second Amendment are the "Agreement").

B. The Town has determined that additional services by the Contractor are necessary (the "Additional Services").

C. The Town and the Contractor desire to enter into this Amendment to (i) extend the term of the Agreement, (ii) modify the scope of work to include the Additional Services, and (iii) provide for the increase in compensation to the Contractor for the Additional Services.

AGREEMENT

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

1. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this Amendment have the same meanings as contained in the Agreement.

2. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until February 21, 2027, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

3. Scope of Work. The Contractor shall provide the Additional Services as set forth in Quote No. 2026-136 (the “Additional Scope of Work”), attached hereto as Exhibit 1 and incorporated herein by reference.

4. Compensation. The Town shall increase the compensation to the Contractor by \$25,016.52 for the Additional Services at the rates set forth in the Additional Scope of Work, resulting in an increase of the combined not-to-exceed compensation from \$99,588.25 to \$124,604.77.

5. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

6. Non-Default. By executing this Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Amendment, under any of the terms or conditions of the Agreement, and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Amendment are forever waived.

7. Conflict of Interest. This Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

8. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, as amended, use the forced labor, any goods or services produced by the forced labor, or 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 the Contractor becomes aware that it is not in compliance with this paragraph, the Contractor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that the Contractor has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on its termination date.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“Town”

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

Andrew Ching, Town Manager

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld P.L.C.

“Contractor”

SOUTHWEST FABRICATION, LLC,
an Arizona limited liability company

Signature

Name

Title

MICHAEL J. HINTZE

VP

EXHIBIT 1
TO
THIRD AMENDMENT
TO
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
SOUTHWEST FABRICATION

[Additional Scope of Work]

See following page.



Southwest Fabrication, LLC

PROJECT QUOTE

Date: February 18, 2026

Mr. Chris Martinez

Town of Paradise Valley

Via E-mail to CMartinez@paradisevalleyaz.gov

Quote #: 2026-136

(Valid for 30 Days)

Re: Quote for Refurbishing (3) Existing Shelter Units Per Contract C22-0112 RFP 22-22

Description	U of M	Qty	Unit Cost	Total Cost
Refurbish Existing Shelter Unit - Breakdown, Sand/Sandblast & Wet Paint Coat Shelter RAL 1019 (Tatum Blvd West Side South of Caida Del Sol & Roadrunner., Tatum Blvd East Side North of Mockingbird.)	Each	3	\$3,803.00	\$11,409.00
Refurbish Existing Bench No Back - RAL 1019	Each	3	\$423.00	\$1,269.00
Refurbish Existing Trash Can - RAL 1019	Each	3	\$352.00	\$1,056.00
Remove Existing Shelter, Bench & Trash Can	Each	3	\$485.00	\$1,455.00
Re-Install Existing Shelter, Bench & Trash Can	Each	3	\$608.00	\$1,824.00
Remove and Replace Solar Batteries Under Shelter Canopy	Each	10	\$320.00	\$3,200.00
Traffic Control	Each	3	\$1,150.00	\$3,450.00
Subtotal:				\$23,663.00
Contracting Sales Tax (Paradise Valley - 5.72%)				\$1,353.52
Total Cost:				\$25,016.52
Payment Terms:		Net 30 Days		

Notes:

SWF will provide a temporary bus stop sign at each location until the Shelter units are re-installed. Once the shelters are in our shop, we'll take a closer look at the solar panels and the controllers. At this point, all of them appear to be working properly.

Your signature on a copy of this proposal returned to us shall indicate your acceptance of this document and shall become a contract between us and shall be binding on both parties.

Permits, Bonds, Engineering and Fees are NOT included in the proposal amount above.

Accepted By:
Town of Paradise Valley

Company

Signature

Date

Proposed By:
Southwest Fabrication, LLC

Company

Signature

February 18, 2026

Date