



**FIRST AMENDMENT
TO
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
B2B DIRECT SALES, INC**

THIS FIRST AMENDMENT TO THE LINKING AGREEMENT (this “First Amendment”) is entered into as of December 12, 2025, between the Town of Paradise Valley, an Arizona municipal corporation (the “Town”), and B2B Direct Sales, Inc., dba The HVAC Company, an Arizona corporation authorized to do business in Arizona (the “Contractor”).

RECITALS

- A. The Town and the Contractor entered into Linking Agreement No. CON-25-035-PBW dated August 7, 2025, for the Contractor to provide Heating, Ventilation, and Air Conditioning (HVAC) preventative maintenance (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 First Amendment to (i) modify the scope of work to include the Additional Services, and (ii) 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 First Amendment have the same meanings as contained in the Agreement.
2. Scope of Work. The Contractor shall provide the Additional Services as set forth in the Additional/Amended Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.
3. Compensation. The Town shall increase the compensation to the Contractor by \$183,079.06 for the Additional Services at the rates set forth in the Fee Proposal attached hereto as a

part of Exhibit 1 and incorporated herein by reference, resulting in an increase of the combined not-to-exceed compensation from \$2,820 to \$185,899.06.

4. 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.

5. Non-Default. By executing this First 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 First 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 First Amendment are forever waived.

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

7. 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]

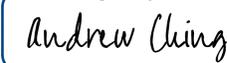
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“Town”

“Contractor”

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

B2B DIRECT SALES, INC,
an Arizona corporation

DocuSigned by:

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Andrew Ching, Town Manager

By: Nicole Hoover

ATTEST:

Name: Nicole Hoover

DocuSigned by:

FD56FF67A95043D...
Duncan Miller, Town Clerk

Title: Commercial Account Manager

APPROVED AS TO FORM:

Signed by:

6C9F79CECF0C427...
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

EXHIBIT 1
TO
FIRST AMENDMENT
TO
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
B2B DIRECT SALES, INC

[Amended Scope of Work and Fee Proposal]

See following pages



3120 W Carefree Hwy, Suite #1817, Phoenix, AZ, 85086 * 480-687-8081

| | |
|--|---|
| <p>Attn: Robert Deserano Phone: Email: rdeserano@paradisevalleyaz.gov Company: Town of Paradise Valley Address: 6401 E Lincoln Dr, Paradise Valley, AZ 85253</p> | <p>Date: Sep 24, 2025 Re: Town Hall (4) FCU Replacements Property: Paradise Valley Town Hall Address: 6401 E Lincoln Dr, Paradise Valley, AZ 85253</p> |
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The HVAC Company is pleased to offer our proposal for the referenced work:

SCOPE:

City of Tempe Contract ID: **T22-001-29** Pricing.

All work to be completed during **normal business hours**.***

Remove and dispose of existing Environmental Technologies Fan Coils

- #13 HH-20B-C6BL-E010-O1810-CMA15-FT2,
- #8 HH-20B-C6BL-E010-O1810-CMA15-FT2
- #3 HH12B-C6BR-E005-O1010-BMA16-FT2,
- #4 HH12B-C6BR-E005-O1010-BMA16-FT2

Install Enviro-Tec Direct-Drive Blower Coil Units:

- Qty (2) HDD-12 - 460V/3Ph (Tag: FCU-3,4)
- Qty (2) HDD-20 - 460V/3Ph (Tag: FCU-8,13)
- Horizontal Cabinet
- Chilled Water Cooling Coil
- Direct Drive Blower with EC Motor
- Electric Heat Coil
- Tags: FCU-3,4,8 - Right Hand Connection, FCU-13 Left Hand Connection ***Confirm Prior to Ordering**

NOTE: Right or left-hand connections are based on "supply air to back of head."

Includes removal and reinstall of ceiling tiles and T-bar to access equipment.

Reconnect to existing Duct systems.

Reconnect to existing controls devices (access to system must be provided by customer).

Reconnect to existing Electrical Disconnects, install new fuses.

Reconnect whips, or reconfigure whips as needed to accommodate new unit (up to 20 additional feet).

Install new Hose kits for each machine, after existing valves and strainers.

Reconnect and rework condensate to new system.

Install new custom Drain Pans and tie into overflow condensate.

NOTE: most of this equipment is in high difficulty situations, and will require additional manpower and lifting apparatus in most cases.

NOTE: owner to move any furniture such as cubicles, desks, book case, etc.

Warranty: 2-years parts & labor.

Lead Time: 8-10 weeks plus transit time.

Exclusions: permits & engineering; premium labor and any items not specified herein.

Also excludes Control Valves, BMS Integration, Water Testing & Balance, Any other item not listed above.

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| Total Proposal as Outlined Above..... | \$101,224.95 |
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Our goal is to provide quality work at a competitive price. We will accomplish this by performing efficiently, timely, safely and to your complete and total satisfaction. Thank you for allowing us to proceed by authorizing the work in the space provided below. Lead times on parts and equipment available upon request and are subject to change based on availability at time of approval.

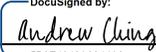
Sincerely,
The HVAC Company

ACCEPTANCE OF PROPOSAL

- This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.
- Estimate valid for 15 days from the issue date. Payment terms are net 30 days, subject to a 5% late charge and a separate 1.5% interest charge on the outstanding delinquent balance compounded monthly.
- Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
- Unless noted in the specific inclusions, our work will be performed during our normal working hours.
- Further examination of work may necessitate a change in scope.
- Some items may have limited warranty (Example: manufacture warranty exclusions, seals, gaskets, wear items, parts damaged due to forces beyond reasonable control)

SPECIFIC EXCLUSIONS:

Permits & engineering; premium labor and any items not specified herein.

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| Approved by: | Andrew Ching |
| Approval Signature: | <small>DocuSigned by:</small>  |
| Date: | <small>5B8E4040A9944A3...</small> 12/12/2025 |
| PO# or Payment Method: | |



3120 W Carefree Hwy, Suite #1817, Phoenix, AZ, 85086 * 480-687-8081

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|---|--|
| <p>Attn: Robert Deserano Phone: Email: rdeserano@paradisevalleyaz.gov Company: Town of Paradise Valley Address: 6401 E Lincoln Dr, Paradise Valley, AZ 85253</p> | <p>Date: Oct 8, 2025 Re: PD Server Rm VRF Replacement Rev 1 Property: PV Police Department Address: 6433 E Lincoln Dr, Paradise Valley, AZ 85253</p> |
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The HVAC Company is pleased to offer our proposal for the referenced work:

SCOPE:

City of Tempe S.A.V.E. Contract ID: T22-001-29

Remove and dispose of existing Mitsubishi VRF System

Install new Carrier / Toshiba VRF Heat Pump System Nominal 24 Tons:

2ea MMY-MUP0961HT9P-UL 8 Ton 208/230-3 (Twinned Condensers) with 2ea AHU VRF Multi-Position MMD-UP0961HP-UL 8 Ton 208/230-1

Stand-Alone / Independent / Backup (Also has independent refrigerant piping):

1ea VRF Heat Pump Condenser MMY-MUP0961HT9P-UL 8 Ton 208/230-3

1ea AHU VRF Multi-Position MMD-UP0961HP-UL 8 Ton 208/230-1

VRF Notes:

- System is 2 Pipe Heat Pump.
- Twinned require separate power source to each module.
- Indoor Units are powered separately.
- VRF Pipe lengths to be verified by contractor prior to order to confirm that capacities and diversities are met.
- 2-week prior notice is required for jobsite Pre-Check and Start-Up Assistance.
- (CU-1) MCA/MOCP is 36.3/60

Reuse electrical feeders to equipment, with new fused disconnects.

Reuse low voltage communications for the system. New wall mounted interface controllers.

Includes factory designed Refrigerant Piping System, and factory pre-startup inspection.

For AHU's reuse condensate system, we shall flush and test operation of drains.

Includes new condensate pans.

Includes new traps.

Includes all labor and materials to complete the system.

Includes crane service.

NOTE: All AHU's have refrigerant ball vales so they may be isolated if needed for performing repairs, without hindering system operations.

NOTE: Refrigerant piping will need to be replace to accommodate new system, for proper refrigerant flow.

NOTE: The new VRF System are susceptible to jetty currents and other anomalous issue with old piping techniques, therefore we must replace the refrigerant piping to make sure there are no issues related to the piping.

VRF Warranty: 5 year on parts. 7 year compressor. 2 years labor.

Lead Time: 4 to 6 weeks; subject to prior sale.

Scheduling: All work to be conducted during normal business hours.

Exclusions: permits & engineering; premium labor and any items not specified herein.

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| Total Proposal as Outlined Above..... | \$81,854.11 |
|---------------------------------------|--------------------|

Our goal is to provide quality work at a competitive price. We will accomplish this by performing efficiently, timely, safely and to your complete and total satisfaction. Thank you for allowing us to proceed by authorizing the work in the space provided below. Lead times on parts and equipment available upon request and are subject to change based on availability at time of approval.

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The HVAC Company

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- Unless noted in the specific inclusions, our work will be performed during our normal working hours.
- Further examination of work may necessitate a change in scope.

SPECIFIC EXCLUSIONS:

Permits & engineering; premium labor and any items not specified herein.

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|-------------------------------|--|
| Approved by: | Andrew Ching |
| Approval Signature: | <small>DocuSigned by:</small> <i>Andrew Ching</i> |
| Date: | <small>5B8E404DA9944A3...</small> 12/12/2025 |
| PO# or Payment Method: | |