

AMENDMENT NO. 1
BUS STOP SHELTER, INSTALLATION, MAINTENANCE AND REPAIR SERVICES
 (RFP 22-22, Contract No. C22-0112)

This Amendment No. 1 (“Amendment”) to the Agreement for Bus Stop Shelter, Installation, Maintenance and Repair Services (“Agreement”) is made this _____ day of _____, 2025, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Southwest Fabrication, L.L.C., an Arizona limited liability company, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Southwest Fabrication, L.L.C. (“Contractor”) previously entered into an Agreement for Bus Stop Shelter, Installation, Maintenance and Repair Services, Contract No. C22-0112, dated February 22, 2022 (“Agreement”); and
- B. The Agreement had an initial one-year term beginning from February 22, 2022, through February 21, 2023, and provided the option to extend for an additional four years renewable on an annual basis; and
- C. City and Contractor previously entered into Contract Extension No. 1, extending the term of the Agreement from February 22, 2023, through February 21, 2024; and
- D. City and Contractor previously entered into Contract Extension No. 2, extending the term of the Agreement from February 22, 2024, through February 21, 2025; and
- E. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is extended for a one-year period from February 22, 2025, through February 21, 2026, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
3. **Scope of Work.** The scope of work has been changed and identified in Exhibit A attached.
4. **Compensation.** The total compensation for this Agreement shall be increased by \$100,000 for a new not to exceed amount of \$1,100,000 for the entire term of the Agreement.

5. **Insurance Certificate.** Current certificate will expire on November 19, 2025. A new insurance certificate must be provided prior to this date to the Materials Manager and the Contract Administrator in order for this Agreement to remain in effect.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, 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; and
 - (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.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

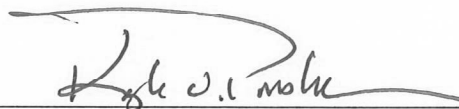
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Southwest Fabrication, L.L.C.
an Arizona limited liability company



By: Kyle Pressler

Its: Controller

EXHIBIT A

The city has made a commitment to maintain clean, safe and comfortable bus stops for its transit users. Several of the City's bus stops have shelters, benches and trash receptacles that may have varying needs for repair and maintenance throughout the year that may also cause safety issues/hazards for the public if not repaired. The City's goal is to refurbish a portion of the shelter and transit furniture sites annually.

Monthly each bus stop is checked for hazards and damage. Hazardous issues are repaired immediately.

Annually each bus stop is evaluated for its overall condition and ranked 1 to 4. All bus stops that fall in the 4 categories are bus stops that need repairs. Repairs may be issues that are urgently needed to prevent a hazard to the public or to prevent costly repairs in the future. On average every bus shelter and all furniture is refurbished every 6 and 8 years.

In addition to the annual evaluations of each bus stop needing repairs there are 6 to 10 bus stops, shelters and furniture that are damaged by vehicular accidents each year.

Our recent annual evaluation shows 8 shelters that are in need of refurbishment/repair. Please see the list below of the 8 locations in need of refurbishment/repair.

- Locations are identified throughout the valley including Glendale as follows.

SB = Southbound NB = Northbound EB = EASTBOUND WB = Westbound

NS = Near side of the intersection FS = Far side of the intersection

SB 59 AVE FS KIEM	Roof damaged and paint chipping
SB 59 AVE FS MISSOURI	Roof damaged and solar light damage
NB 67 AVE FS MISSOURI	Roof damaged and paint chipping
SB 67 AVE FS MISSOURI	Roof damaged
SB 59 AVE FS CACTUS RD	Shelter and furniture rusting and paint chipping
NB 67 AVE FS BETHANY HOME	Shelter and furniture rusting and paint chipping
NB 59 AVE FS PEORIA AVE	Shelter and furniture rusting
NB 51 AVE FS OLIVE AVE	Shelter and furniture rusting

The average cost to refurbish a shelter and furniture is. \$7,500.00.

The average cost to repair a bus stop from a vehicular accident is \$15,000.00 to \$21,000.00.

\$40,000.00 will be used for emergencies, vehicular accidents and general repairs.

Estimated cost to refurbish 8 shelters and furniture is.

\$60,000.00

The Emergencies, accidents and general repairs needed.

\$40,000.00

\$100,000.00

Emergency Response

1. On rare occasions when an emergency situation presents a danger to transit

passengers, pedestrians or traffic flow, the contractor shall respond to the location within one (1) hour. The contractor must secure the area, make the area safe, make the area free of all hazards, clean up all debris and evaluate what repairs are necessary. The contractor may also need to secure the area using 6' tall security chain link fencing with "No Trespassing" signs to secure area so that no one is able to come near or enter a bus stop or work zone. The contractor shall have 24 to 48 hours (depending on the situation as defined by the City contract administrator) to make the necessary repairs. In addition to Transit Management, police or fire staff may call in an emergency.

Refurbishing

Tasks may include, but not limited to:

2. Furniture installation and securement to concrete slab
3. Transportation of transit furniture to a designated bus stop site
4. Preparation of transit pad (i.e. countersink bolts, furniture leveling, etc.)
5. Removal of existing furniture to restore transit pad to safe condition (i.e. secure the site-no hazards such as bolts sticking up, broken concrete, etc.)
6. Transport furniture to other locations
7. Furniture relocation and re-installation
8. Building new shelters or furniture
9. Pouring new concrete slabs

Routine repairs may include, but are not limited to:

10. Replacing bus stop logos on shelters
11. Securing loose or damaged perforated panels
12. Securing and tightening bolts on furniture/shelter/trash can
13. Repairing metal mesh on benches, trashcans, or shelters
14. Repairing or replacing parts of the shelter, bench, trashcan or solar
15. Repairing, replacing or pouring new concrete slabs
16. Fabricating partial or new furniture or shelters