

**THIRD AMENDMENT
TO
CONTRACT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
GEUTHER ELECTRICAL LLC**

THIS THIRD AMENDMENT TO CONTRACT (this “Third Amendment”) is entered into as of April 17, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Geuther Electrical LLC, an Arizona limited liability company (the “Contractor”).

RECITALS

A. The Town issued Request for Quotation C2016-128 (the “QSP”) seeking bids from contractors to perform electrical services (the “Services”). The Contractor responded to the QSP and the Town and Contractor entered into Contract No. 2016-128, dated July 15, 2015, as amended by that First Amendment, dated October 6, 2016, that Second Amendment, dated February 2, 2017, and that Change Order, dated October 16, 2017 for the provision of the Services (collectively, the “Contract”). All capitalized terms not otherwise defined in this Third Amendment have the same meaning as contained in the Contract.

B. The Town has determined that it is necessary for the Contractor to perform additional electrical services (the “Additional Services”).

D. The Town and the Contractor desire to enter into this Third Amendment to extend the term of the Contract and to 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. Term of the Contract. Notwithstanding any provision to the contrary, the Contract shall remain in full force and effect until April 16, 2019, unless terminated as otherwise provided pursuant to the terms and conditions of the Contract. Following the conclusion of this

term, and upon the written consent of the Parties, the Contract may be extended for up to four additional one-year terms.

2. Compensation. The Town shall pay Contractor up to \$15,000.00 for the Additional Services at the rates set forth in the Contract, resulting in an increase of the aggregate not-to-exceed compensation from \$120,998.00 to \$135,998.00.

3. Effect of Amendment. In all other respects, the Contract is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Contract shall remain in full force and effect.

4. Non-Default. By executing this Third 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 Third Amendment, under any of the terms or conditions of the Contract and (ii) any and all claims, known and unknown, relating to the Contract and existing on or before the date of this Third Amendment are forever waived.

5. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in a “boycott,” as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

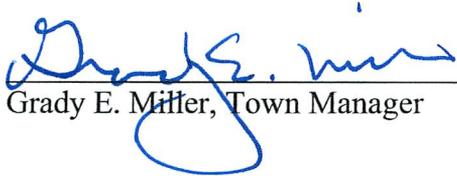
6. Conflict of Interest. This Third Amendment and the Contract may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed and caused to be signed by their duly authorized representatives, this instrument on the date first written above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona Municipal Corporation


Grady E. Miller, Town Manager

ATTEST:

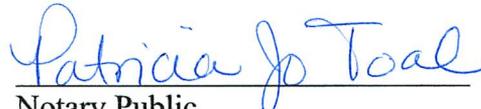

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On April 18, 2018, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.




Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]