

**FOURTH AMENDMENT
TO
CONTRACT NO. 2016-128
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
GEUTHER ELECTRICAL LLC**

THIS FOURTH AMENDMENT TO CONTRACT NO. 2016-128 (this “Fourth Amendment”) is entered into as of November 19, 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 2016-128 (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, that Change Order, dated October 17, 2017, and that Third Amendment, dated April 17, 2018, for the provision of the Services (the “Contract”), a true and correct copy of which is on file with the Town Clerk. All of the capitalized terms not otherwise defined in this Fourth Amendment have the same meanings as defined in the Contract.

B. Pursuant to Section 11.3 of the Town Procurement Policy and 3-3-25 of the Town Code, emergency procurement may be utilized based upon a threat to the public health, welfare, property, or safety.

C. On November 6, 2018, the Town Council approved a motion to authorize the Town Manager to institute emergency procurement procedures in order to expedite the repairs to and restoration of Golden Eagle Park and the Town’s storm water system in response to the October 2, 2018 storm event.

D. The Town has determined that it is necessary for the Contractor to perform additional repair services (the “Additional Services”) on an emergency basis, and the Town and the Contractor desire to enter this Fourth Amendment to provide for 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. Compensation. The Town shall increase the compensation to Contractor by not more than \$10,000.00, for the Additional Services at the rates set forth in the Contract, resulting in an increase of the aggregate not-to-exceed compensation from \$135,998.00 to \$145,998.00.

2. Effect of Amendment. In all other respects, 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.

3. Non-Default. By executing this Fourth Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this Fourth 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 Fourth Amendment are forever waived.

4. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

5. Conflict of Interest. This Fourth Amendment and the Agreement may be cancelled by the Town pursuant to Ariz. Rev. Stat. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

OE
12/12/18

Grady E. Miller
Grady E. Miller, Town Manager

ATTEST:

Elizabeth A. Burke
Elizabeth A. Burke, Town Clerk

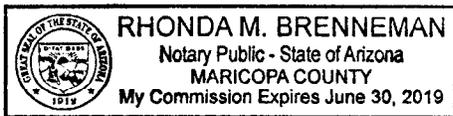
APPROVED AS TO FORM:

Aaron D. Arnson
Aaron D. Arnson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On December 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.



Rhonda M. Brenneman
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Contractor"

GEUTHER ELECTRICAL LLC
a(n) Arizona limited liability company

By: DANIEL S. GEUTHER

Name: [Signature]

Title: OWNER

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On December 12, 2018, before me personally appeared Daniel S Geuther, the owner of Geuther electrical LLC a(n) ELECTRICAL CONTRACTOR, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the company.

[Signature]
Notary Public

(Affix notary seal here)

4823-6505-9968 v.1

