

**SECOND AMENDMENT
TO
CONTRACT NO. C2016-128
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
GEUTHER ELECTRICAL, LLC**

THIS SECOND AMENDMENT TO CONTRACT NO. C2016-128 (this "Second Amendment") is made as of February 2, 2017, 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. C2016-128, dated July 15, 2015, as amended by that First Amendment, dated October 6, 2016, for the provision of the Services (collectively, 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 Second Amendment have the same meanings as defined in the Contract.

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

C. The Town and the Contractor desire to enter into this Second Amendment 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 to amend the Contract as follows:

1. Compensation. The Town shall increase the compensation to Contractor by not more than \$50,000.00, for the Additional Services at the rates set forth in the Contract, resulting in an increase of the aggregate not-to-exceed compensation from \$59,999.00 to \$109,999.00.

2. 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.

3. Non-Default. By executing this Second 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 Second 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 Second Amendment are forever waived.

4. Conflict of Interest. This Second Amendment and the Contract may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Grady E. Miller
Grady E. Miller, Town Manager

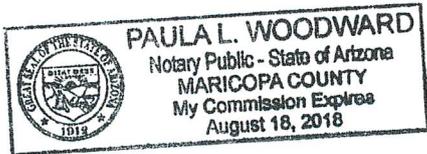
ATTEST:

Bevelyn J. Bender
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2017, 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.



Paula L. Woodward
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]