

**SECOND AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
POWER TECH CONTRACTING, LLC**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is entered into as of August 22, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Power Tech Contracting, LLC, an Arizona limited liability company (the "Contractor").

RECITALS

A. The Town and the Contractor entered into a Professional Services Agreement, dated June 16, 2016, as amended by that First Amendment, dated July 1, 2017 (collectively, the "Agreement"), for the Contractor to provide traffic signal on-call and call-out services. All capitalized terms not otherwise defined in this Second Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that additional services are necessary in connection with the Agreement (the "Additional Services").

C. The Town and the Contractor desire to amend the Agreement to (i) extend the term of the Agreement 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. Term of Agreement. The term of the Agreement is hereby extended through November 15, 2017.

2. Compensation. The Town shall increase the compensation to Contractor by \$6,825.00, for the Additional Services at the rates as set forth in the Price Sheet, resulting in an increase of the aggregate not-to-exceed compensation from \$42,050.00 to \$48,875.00.

3. 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.

4. 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 Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Second Amendment are forever waived.

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

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

“Town”

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

CR  
8/31/17

  
Grady E. Miller, Town Manager

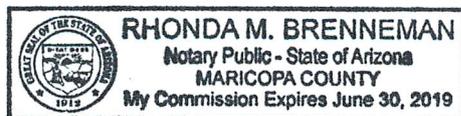
ATTEST:

  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On August 31, 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.



  
Notary Public

(Affix notary seal here)

**“Contractor”**

POWER TECH CONTRACTING, LLC,  
an Arizona limited liability company

By: *[Signature]*

Name: Matthew J Allen

Title: CEO

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On 8-31, 2017, before me personally appeared Matthew J. Allen, the CEO of POWER TECH CONTRACTING, LLC, an Arizona limited liability company, 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 limited liability company.

*Cheryl Joynt*  
Notary Public

(Affix notary seal here)

