

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

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Fourth Amendment") is entered into as of May 1, 2018, 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, that Second Amendment, dated August 22, 2017, and that Third Amendment, dated November 21, 2017 (collectively, the "Agreement"), for the Contractor to provide the Town with traffic signal on-call and call-out services (the "Services").

B. All capitalized terms not otherwise defined in this Fourth Amendment have the same meanings as contained in the Agreement.

C. The Town has determined that additional Services from the Contractor are necessary (the "Additional Services").

D. The Town and the Contractor desire to enter into this Fourth Amendment to extend the term of the Agreement.

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 Agreement. Notwithstanding any provision to the contrary, the Agreement shall remain in full force and effect until June 30, 2018, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The Town shall increase the compensation to Contractor by \$15,000.00 for the Additional Services at the rates set forth in the Agreement, resulting in an increase of the aggregate not-to-exceed compensation from \$56,700.00 to \$71,700.00.

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 Fourth 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 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.

5. 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.

6. Conflict of Interest. This Fourth Amendment and the Agreement 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

CP
4/23/18

Grady E. Miller, Town Manager

Handwritten notes:
M...
H...
admitted...

ATTEST:


Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 1, 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]

“Contractor”

POWER TECH CONTRACTING, LLC
an Arizona limited liability company

By: Justin A Hatch

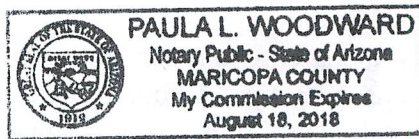
Name: J. Hatch

Its: Managing Member

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On 4/23, 2018, before me personally appeared Justin Hatch, the managing member 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 claims to be, and acknowledged that he signed the above document, on behalf of Power Tech Contracting, LLC.



Paula L. Woodward
Notary Public

(Affix notary seal here)

