

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

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Third Amendment") is entered into as of November 21, 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, and that Second Amendment dated August 22, 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 Third Amendment have the same meanings as contained in the Agreement.

B. The Town has determined 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 February 14, 2018.

2. Compensation. The Town shall increase the compensation to Contractor by \$7,825.00 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 48,875.00 to \$56,700.00.

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.

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

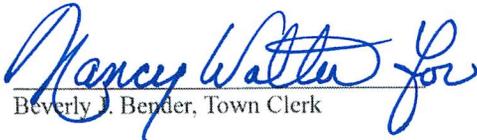
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

"Town"

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation


Grady E. Miller, Town Manager

ATTEST:


Beverly J. Bender, Town Clerk

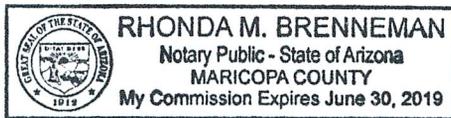
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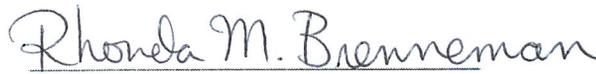
STATE OF ARIZONA)

) ss.

COUNTY OF MARICOPA)

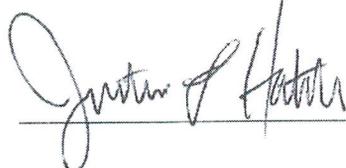
On November ²²~~13~~ ^{EMB}, 2017, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.




Rhonda M. Brenneman
Notary Public

(Affix notary seal here)
"Contractor"

POWER TECH CONTRACTING, LLC,
an Arizona limited liability company

By: 

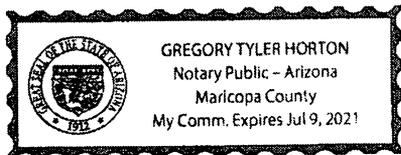
Name: Justin Hatch

Title: VP Operations

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On November 10, 2017, before me personally appeared JUSTIN LAMOREAUX HATCH the VP OF OPERATIONS 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.



[Signature]
Notary Public

(Affix notary seal here)