

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

DATE OF REPORT (Date of earliest event reported): May 6, 2019

POWELL INDUSTRIES, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
**(State or other jurisdiction of
incorporation or organization)**

001-12488
**(Commission
File Number)**

88-0106100
**(I.R.S. Employer
Identification Number)**

8550 Mosley Road
Houston, Texas
(Address of Principal Executive Offices)

77075-1180
(Zip Code)

(713) 944-6900
(Registrant's Telephone Number, Including Area Code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17CFR230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17CFR240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17CFR240.14D-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17CFR240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors and Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

First Amendment to Consulting Agreement with Don R. Madison

As previously disclosed, on December 20, 2018, Powell Industries, Inc. (the “Company”) entered into a Consulting Advisory and Services Agreement (the “Consulting Agreement”) with Don R. Madison, pursuant to which Mr. Madison agreed to provide certain consulting services to the Company following his retirement. Pursuant to the terms of the Consulting Agreement, the Consulting Agreement may be extended for one or more renewal terms if mutually agreed to by both the Company and Mr. Madison. On May 6, 2019, the Company and Mr. Madison entered into a First Amendment to the Consulting Agreement (the “First Amendment”), pursuant to which the term of the Consulting Agreement was extended to June 30, 2019. All other material terms of the Consulting Agreement remain in full force and effect. The foregoing description of the First Amendment is qualified in its entirety by reference to the First Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	<u>First Amendment to Consulting and Advisory Services Agreement, dated May 6, 2019, by and between the Company and Don R. Madison</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

POWELL INDUSTRIES, INC.

Date: May 8, 2019

By: /s/ Michael W. Metcalf
Michael W. Metcalf
Executive Vice President
Chief Financial Officer
(Principal Financial Officer)

EXHIBIT INDEX

**Exhibit
Number**

Description

10.1

[First Amendment to Consulting and Advisory Services Agreement, dated May 6, 2019, by and between the Company and Don R. Madison](#)

FIRST AMENDMENT TO CONSULTING AND ADVISORY SERVICES AGREEMENT

This First Amendment to Consulting and Advisory Services Agreement (this "First Amendment") is made and entered into as of May 6, 2019 (the "Effective Date") by and between Powell Industries, Inc., its subsidiaries and affiliates (the "Company") and Don R. Madison (the "Consultant").

WHEREAS, the Company and the Consultant entered into that certain Consulting and Advisory Services Agreement (the "Agreement") effective as of January 5, 2019, pursuant to which the Consultant agreed to provide certain consulting services to the Company following his retirement;

WHEREAS, pursuant to Section 3(a) of the Agreement, the Agreement may be extended for one or more Renewal Terms if mutually agreed by both parties in writing; and

WHEREAS, the Company and the Consultant desire to enter into this First Amendment to extend the Agreement for a Renewal Term through June 30, 2019.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant agree as follows:

1. Capitalized terms used but not defined in this First Amendment shall have the meaning ascribed to such terms in the Agreement.
2. The Agreement is hereby extended for a Renewal Term through June 30, 2019.
3. All other terms, provisions, conditions and obligations of the Agreement shall remain in full force and effect, and the Agreement and this First Amendment shall be construed together as a single contractual agreement.
4. This First Amendment shall be governed by the laws of the State of Texas without regard to principles of conflict of laws.
5. If any provision of this First Amendment or the application of such provision to any party hereto or circumstance shall be held invalid or unenforceable, the remainder of this First Amendment or the application of that provision to another party hereto or circumstance shall not be affected thereby.
6. This First Amendment may be executed in one or more counterparts (including via electronic signature), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.

COMPANY:

By: /s/ Brett A. Cope
Brett A. Cope

Its: President and CEO

Address for notice to the Company:

8550 Mosley Drive
Houston, Texas 77075

CONSULTANT:

By: /s/ Don R. Madison
Don R. Madison

Address for notice to:

c/o Eunice Sargent
8850 Mosely Drive
Houston, Texas 77075