

**SECOND AMENDMENT TO  
TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT  
WITH ECONOLITE SYSTEMS, INC.**

THIS SECOND AMENDMENT TO TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT ("Second Amendment") is made and effective as of July 1, 2024, between the City of Upland, a municipal corporation ("City") and Econolite Systems, Inc., a California corporation ("Contractor"). City and Contractor are sometimes referred to herein individually as a "Party" and collectively as "Parties".

**RECITALS**

A. WHEREAS, the Parties entered into an agreement, dated October 27, 2020, for the purpose of providing Traffic Signal Maintenance Services (the "Original Agreement"); and

B. WHEREAS, the Parties approved the First Amendment to the Traffic Signal Maintenance Services Agreement on July 1, 2023: and

C. WHEREAS, the Parties now desire and consent to enter into an second amendment to the Original Agreement in order to extend the term of the Original Agreement for one additional year pursuant to Section 3(a) of the Original Agreement and to include additional funds by way of a Consumer Price Index (CPI) adjustment of 2.72% for the continued performance of the services.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the Parties hereinafter set forth, the Parties to this Second Amendment mutually agree as follows:

**AMENDMENT**

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Term Extension. Pursuant to the second extension option outlined in Section 3(a) of the Original Agreement, City and Contractor agree to extend the Original Agreement for additional term of one (1) year through June 30, 2025.

3. Amendment to Section 14 CONTRACT PRICE AND PAYMENT. Section 14 CONTRACT PRICE AND PAYMENT of the Original Agreement shall be amended to read as follows:

"City shall pay to the Contractor for furnishing the material and doing the prescribed work the unit prices set forth in Exhibit "A-2", attached hereto to this Agreement and incorporated herein by this reference. Beginning July 1, 2024, the total not-to-exceed amount of the Agreement shall be increased by Seven Thousand Eight Hundred Sixty-Eight Dollars resulting in a new total not-to-exceed amount of Two Hundred Ninety-Seven Thousand One Hundred Forty-Three Dollars (\$297,143.00).

a. Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within 30 days of receipt of an invoice of any disputed fees set forth on the invoice."

4. Replacement of Exhibit "A-1" of the Original Agreement. Exhibit "A-1" of the Original Agreement shall be replaced in its entirety by Exhibit "A-2", attached hereto to this Second Amendment and incorporated herein by this reference.

5. Full Force. Except as amended by this Second Amendment, all provisions of the Original Agreement, as previously amended, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Second Amendment.

6. Electronic Transmission. A manually signed copy of this Second Amendment which is transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Second Amendment for all purposes.

7. Counterparts. This Second Amendment may be signed in counterparts, each of which shall constitute an original.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR  
SECOND AMENDMENT TO THE  
TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT WITH  
ECONOLITE SYSTEMS, INC .**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Second Amendment to be executed the day and year first above written.

CITY OF UPLAND  
a California municipal corporation

CONTRACTOR  
Econolite Systems, Inc.  
1250 N. Tustin Avenue  
Anaheim, CA 92807

\_\_\_\_\_  
Michael Blay, City Manager

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Attest:

\_\_\_\_\_  
Keri Johnson, City Clerk

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Approved As to Form:

\_\_\_\_\_  
Stephen Deitsch, City Attorney

**EXHIBIT "A-2"**

**COST SHEET**

**[ATTACHED]**