

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

THIS FIRST AMENDMENT TO TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT ("First Amendment") is made and effective as of July 1, 2023, 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 now desire and consent to enter into an 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, alter the termination provisions of the Original Agreement, and to include additional funds by way of a Consumer Price Index (CPI) adjustment of 15.71% 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 First 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 first 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, 2024.

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-1", attached hereto to this Agreement and incorporated herein by this reference. Beginning July 1, 2023, the total not-to-exceed amount of the Agreement shall be increased by Thirty Nine Thousand Two Hundred Seventy Five Dollars resulting in a new total not-to-exceed amount of Two Hundred Eighty-Nine Thousand Two Hundred Seventy-Five Dollars (\$289,275.00).

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. Partial Amendment to Section 19 TERMINATION of the Original Agreement. Section 19(b) of the Original Agreement shall be amended to read as follows:

"b. Beginning on July 1, 2024, CONTRACTOR may terminate this Agreement upon providing written notice to CITY at least sixty (60) calendar days before the effective termination date."

5. Partial Amendment to Section 21 NOTICES of the Original Agreement. Contractor's contact information in Section 21 NOTICES of the Original Agreement shall be amended to read as follows:

TO CONTRACTOR: Econolite Systems  
1250 N. Tustin Avenue  
Anaheim, CA 92807  
Attn: Christopher Flores  
Regional Vice President, Systems

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

7. Full Force. Except as amended by this First Amendment, all provisions of the Original Agreement, 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 First Amendment.

8. Electronic Transmission. A manually signed copy of this First 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 First Amendment for all purposes.

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

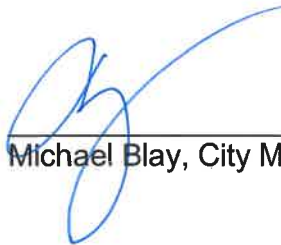
**[SIGNATURES ON FOLLOWING PAGE]**


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

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


CITY OF UPLAND  
a California municipal corporation

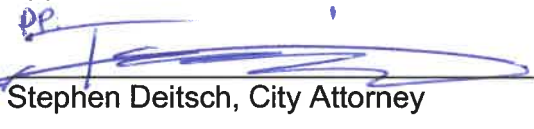
CONTRACTOR  
Econolite Systems, Inc.  
1250 N. Tustin Avenue  
Anaheim, CA 92807

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

By:   
\_\_\_\_\_  
Name: Christopher Flores  
Title: Regional Vice President

Attest:  
  
\_\_\_\_\_  
Keri Johnson, City Clerk

By:   
\_\_\_\_\_  
Name: John W. Teacey  
Title: Chief Financial Officer

Approved As to Form:  
  
\_\_\_\_\_  
Stephen Deitsch, City Attorney

**EXHIBIT "A-1"**

**COST SHEET**

**[ATTACHED]**

**EXHIBIT 'A-1'**

**COST SHEET  
CITY OF UPLAND / ECONOLITE SYSTEMS, INC.  
TRAFFIC SIGNAL MAINTENANCE SERVICES FY 2023-2024**

An officer or agent of the CONTRACTOR (Econolite Systems, Inc.) who is duly authorized to bind the company shall sign this Cost Sheet below.

**PART A: Preventative Maintenance (15.71% CPI)**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	FY 2023-24 UNIT PRICE	FY 2023-2024 TOTAL COST
1	Bi-Monthly Preventative Maintenance of Traffic Signal Systems and Safety Lighting per Intersection	87	EA	\$ 79.00	\$ 41,238.00
2	Bi-Monthly Preventative Maintenance of Pole and Mast-Mounted Flashing Beacon/Pedestrian/Fire Signals per Location	12	EA	\$ 39.51	\$ 2,844.72

**PART B: Scheduled Repair Services (15.71% CPI)**

Item No.	Description	Unit Price
1	Replace Type A Detector Loop (1 to 4 loops)	\$1,191.81 per loop
2	Replace Type A Detector Loop (5 or more loops)	\$595.90 per loop
3	Replace Type D Detector Loop (1 to 4 loops)	\$1,224.92 per loop
4	Replace Type D Detector Loop (5 or more loops)	\$629.01 per loop
5	Replace Video Detection Camera (Iteris Vector)	\$6,176.58 EA
6	Replace Pedestrian LED Module (Countdown Display)	\$304.31 EA
7	Replace Pedestrian Push Button/Pole	\$1,119.76 EA
8	Replace Type 1A Traffic Signal Pole	\$3,748.69 EA
9	Replacement of LED Indication GREEN	\$152.68 EA
10	Replacement of LED Indication RED	\$141.00 EA
11	Replacement of LED Indication YELLOW	\$142.43 EA
12	Replacement of LED PV Head	\$4,192.29 EA
13	Furnish & Install 2070 Controller with Software	\$5,298.94 EA

**PART C: Extraordinary Maintenance Fees - Labor Rates (15.71% CPI)**

Description	Rates Per Hour		
	Straight Time	Overtime	Double Time
Labor Rates			
Engineering Technician	\$134.29	\$189.78	\$239.63
Field Technician	\$139.93	\$189.78	\$239.63
Lead Technician	\$127.57	\$189.78	\$239.63
Relamper	\$139.93	\$189.78	\$239.63
Superintendent	\$134.29	\$189.78	\$239.63
Traffic Signal Laborer	\$120.75	\$162.09	\$203.42
Traffic Signal Apprentice	\$105.63	\$139.50	\$173.40

**PART D: Extraordinary Maintenance Fees - Equipment Rates (15.71% CPI)**

Equipment Rates	
Pickup Truck	\$23.36 / Trip
Service Truck	\$64.85 / Trip
Service Truck w/Ladder	\$98.67 / Trip
Boom Truck – 18 Ton Crane	\$654.76 / Trip
Paint Rig Truck	\$42.29 / Trip
Telsta Truck	\$97.94 / Trip
Air Compressor	\$23.36 / Trip
Water Truck	\$23.36 / Trip
Big Concrete Saw	\$168.55 / Trip

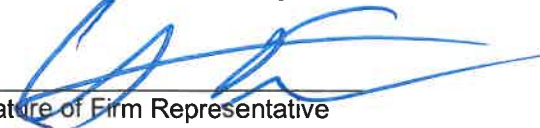
**Extraordinary Maintenance Fees - Materials Overhead Charge**

**WORDS: FIFTEEN PERCENT FIGURES: 15 %**

**SIGNATURE OF ECONOLITE SYSTEMS, INC. (SERVICE PROVIDER)**

Service provider hereby offers to furnish all labor, materials, equipment, tools, time, transportation, and services necessary to complete the work in accordance with the Contract and Specifications and to complete all requirements for the sums quoted in this Cost Sheet.

In witness hereof, the undersigned represents and warrants that they have the right, power, and legal authority to enter into and execute this document on behalf of the service provider, and have caused this document to be executed by setting here unto their name, title, and signature.

Christopher Flores   
 Name of Firm Representative                      Signature of Firm Representative

Regional Vice President                      6/20/23  
 Title    Date

**THIS PROPOSAL MUST BE SIGNED BY THE SERVICE PROVIDER**