

**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

DocuSigned by:
Michael Blay
ED28F9DCC3FF48A...

Michael Blay, City Manager

DocuSigned by:
Christopher Flores
534BDA616D04481...
By: _____
Name: Christopher Flores

Title: Vice President, West

Attest:
DocuSigned by:
Keri Johnson
F421A6F88BE347A...

Keri Johnson, City Clerk

DocuSigned by:
Patrick Showalter
389414189F8C4F9...
By: _____
Name: Patrick Showalter

Title: Operations Manager

Approved As to Form:
DocuSigned by:
Stephen Deitsch
9326570F6DB646E...

Stephen Deitsch, City Attorney

EXHIBIT "A-2"

COST SHEET

[ATTACHED]

EXHIBIT 'A-2'

**COST SHEET
CITY OF UPLAND / ECONOLITE SYSTEMS, INC.
TRAFFIC SIGNAL MAINTENANCE SERVICES FY 2024-2025**

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 (2.72% CPI)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	FY 2024-25 UNIT PRICE	FY 2024-25 TOTAL COST
1	Bi-Monthly Preventative Maintenance of Traffic Signal Systems and Safety Lighting per Intersection	87	EA	\$ 81.15	\$ 42,360.30
2	Bi-Monthly Preventative Maintenance of Pole and Mast-Mounted Flashing Beacon/Pedestrian/Fire Signals per Location	12	EA	\$ 40.58	\$ 2,921.76

PART B: Scheduled Repair Services (2.72% CPI)

Item No.	Description	Unit Price
1	Replace Type A Detector Loop (1 to 4 loops)	\$1,224.20 per loop
2	Replace Type A Detector Loop (5 or more loops)	\$612.10 per loop
3	Replace Type D Detector Loop (1 to 4 loops)	\$1,258.21 per loop
4	Replace Type D Detector Loop (5 or more loops)	\$646.11 per loop
5	Replace Video Detection Camera (Iteris Vector)	\$6,344.47 EA
6	Replace Pedestrian LED Module (Countdown Display)	\$312.58 EA
7	Replace Pedestrian Push Button/Pole	\$1,150.20 EA
8	Replace Type 1A Traffic Signal Pole	\$3,850.58 EA
9	Replacement of LED Indication GREEN	\$156.83 EA
10	Replacement of LED Indication RED	\$146.30 EA
11	Replacement of LED Indication YELLOW	\$144.83 EA
12	Replacement of LED PV Head	\$4,306.24 EA
13	Furnish & Install 2070 Controller with Software	\$5,442.97 EA

PART C: Extraordinary Maintenance Fees - Labor Rates (2.72% CPI)

Description	Rates Per Hour		
	Labor Rates	Straight Time	Overtime
Engineering Technician	\$137.94	\$168.47	\$212.72
Field Technician	\$143.73	\$168.47	\$212.72
Lead Technician	\$131.04	\$168.47	\$212.72
Relamper	\$143.73	\$168.47	\$212.72
Superintendent	\$137.94	\$168.47	\$212.72
Traffic Signal Laborer	\$124.03	\$143.89	\$180.58
Traffic Signal Apprentice	\$108.50	\$123.84	\$153.92

PART D: Extraordinary Maintenance Fees - Equipment Rates (2.72% CPI)

Equipment Rates	
Pickup Truck	\$23.99 / Trip
Service Truck	\$66.61 / Trip
Service Truck w/Ladder	\$101.35 / Trip
Boom Truck – 18 Ton Crane	\$672.56 / Trip
Paint Rig Truck	\$43.44 / Trip
Telsta Truck	\$100.60 / Trip
Air Compressor	\$23.99 / Trip
Water Truck	\$23.99 / Trip
Big Concrete Saw	\$173.13 / 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 DocuSigned by:
Christopher Flores
534BD7A616D04481

Name of Firm Representative Signature of Firm Representative

Vice President, west 6/13/2024 | 7:53 AM PDT

Title Date

THIS PROPOSAL MUST BE SIGNED BY THE SERVICE PROVIDER