

**AMENDMENT NO. 1 TO  
GOODS PURCHASE AGREEMENT  
WITH HASA, INC.**

THIS AMENDMENT NO. 1 TO GOODS PURCHASE AGREEMENT (“Amendment No. 1”) is entered into as of May 26, 2026, by and between the City of Upland, a California municipal corporation (“City”), and Hasa, Inc. (“Supplier”). City and Supplier are sometimes individually referred to as a “Party” and collectively as the “Parties.”

**RECITALS**

A. City and Supplier entered into that certain Goods Purchase Agreement dated July 1, 2025, for the purchase and delivery of 12.5% sodium hypochlorite solution for City water treatment operations (“Original Agreement”).

B. Exhibit C of the Original Agreement establishes the fee schedule and provides that the total purchase amount, inclusive of all fees and taxes, shall not exceed Twenty-Five Thousand Dollars (\$25,000.00).

C. City desires to amend the Original Agreement to increase the total purchase amount authorized under the Original Agreement to an amount not to exceed Sixty Thousand Dollars (\$60,000.00).

D. Parties now desire to amend the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the Parties hereinafter set forth, the Parties to this Amendment No. 1 mutually agree as follows:

**AMENDMENT**

1. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this Amendment No. 1 by this reference.

2. Amendment to Exhibit C, Fee Schedule. Exhibit C of the Original Agreement is hereby amended to revise the total purchase amount authorized under the Original Agreement. Paragraph Two of Exhibit C - Fee Schedule of the Original Agreement shall be amended to read as follows:

“Total purchase amount, inclusive of all fees and taxes, shall not exceed \$60,000.00. Any additional charges, modifications, or increases to the scope of Goods that may affect the total cost are subject to the provisions outlined in Section 6: Changes.”

3. Full Force. Except as amended by this Amendment No. 1, 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 Amendment No. 1.

4. Electronic Transmission. A manually signed copy of this Amendment No. 1, 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 Amendment No. 1 for all purposes.

5. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR  
AMENDMENT NO. 1 TO  
GOODS PURCHASE AGREEMENT  
WITH HASA, INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No.1 on the Effective Date first herein above written.

**CITY**

City of Upland  
460 N. Euclid Avenue  
Upland, CA 91786

**SUPPLIER**

Hasa Inc,  
25152 Springfield Ct, Ste 300  
Valencia, CA 91355

DocuSigned by:  
*Michael Blay*  
ED26F9DCC3FF4BA  
\_\_\_\_\_  
Michael Blay,  
City Manager

DocuSigned by:  
*Chris Brink*  
1EB9278A1EA44BA...  
By: \_\_\_\_\_

Name: Chris Brink \_\_\_\_\_

Title: President & CEO \_\_\_\_\_

Attest:

DocuSigned by:  
*Keri Johnson*  
F421A8F858E347A...  
\_\_\_\_\_  
Keri Johnson, CMC  
City Clerk

Signed by:  
*Ken Ward*  
78AA3586944415...  
By: \_\_\_\_\_

Name: Ken Ward \_\_\_\_\_

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

Approved As to Legal Form:

DocuSigned by:  
*Thomas Rice*  
0A98505EF9C842A...  
\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney