

DRAFT SIXTH AMENDMENT TO SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND ECONOLITE SYSTEMS, INC. FOR TRAFFIC SIGNAL PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

This Sixth Amendment to Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and ECONOLITE SYSTEMS, INC., a California corporation ("CONTRACTOR").

WHEREAS, on July 7, 2015, CITY and CONTRACTOR entered into a Services Agreement whereby CONTRACTOR would provide traffic signal preventative maintenance and repair services; and

WHEREAS, on July 25, 2016, CITY and CONTRACTOR entered into an Amendment to Agreement whereby the time for performance was extended one additional year term, through June 30, 2017 and whereby the total compensation payable was increased to \$693,511; and

WHEREAS, on August 25, 2016, CITY and CONTRACTOR entered into a Second Amendment to Agreement, whereby the total compensation payable was increased to \$1,382,978; and

WHEREAS, on May 1, 2017, CITY and CONTRACTOR entered into a Third Amendment to Agreement, whereby the total compensation payable was increased to \$1,587,884.00; and

WHEREAS, on July 3, 2017 the CITY and CONTRACTOR entered into a Fourth Amendment to Agreement, whereby the Time of Performance was extended to June 30, 2018, unless otherwise terminated, and whereby the total compensation payable was increased to \$2,291,140.34; and

WHEREAS, on August 22, 2017, Aegis ITS, Inc. changed its legal name to Econolite Systems, Inc., as evidenced by Name Change Amendment, attached as Exhibit "E"; and

WHEREAS, on February 22, 2018, the CITY and CONTRACTOR entered into a Fifth Amendment to Agreement, whereby all references to Aegis ITS, Inc. in the Agreement were changed to Econolite Systems, Inc.; and

WHEREAS, the parties now agree that a Sixth Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS SIXTH AMENDMENT TO SERVICES AGREEMENT:

4. Compensation

[Replace the second sentence of this section with the following]:

Total compensation for the three-year period shall not exceed Two Million Six Hundred Thirty-One Thousand One Hundred Forty and 34/100 Dollars (\$2,631,140.34).

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

ECONOLITE SYSTEMS, INC.
("CONTRACTOR")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title