

**DRAFT**  
**FOURTH AMENDMENT TO SERVICES AGREEMENT**  
**BETWEEN THE CITY OF SUNNYVALE AND AEGIS ITS, INC.**  
**FOR PREVENTATIVE TRAFFIC SIGNAL MAINTENANCE AND REPAIR**  
**SERVICES**

This Fourth Amendment to Services Agreement, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and AEGIS ITS, Inc. ("CONTRACTOR").

WHEREAS, on September 17, 2010, CITY and CONTRACTOR (formerly known as Team Econolite Traffic Engineering and Maintenance, Inc.) entered into a Services Agreement whereby CONTRACTOR would provide traffic signal preventative maintenance and repair services; and

WHEREAS, on July 11, 2011, CITY and CONTRACTOR agreed to amend the Agreement to reflect a one year extension of the existing Agreement through June 30, 2012, and an increase of total compensation allowable under the Agreement to \$714,488.00; and

WHEREAS, on August 23, 2012, CITY and CONTRACTOR agreed to a Second Amendment to the Agreement to reflect an additional one year extension of the existing Agreement through June 30, 2013, and an increase of total compensation allowable under the Agreement to \$1,168,764.00; and

WHEREAS, on June 21, 2013, CITY and CONTRACTOR agreed to a Third Amendment to the Agreement to reflect an additional one year extension of the existing Agreement through June 30, 2014, and an increase of total compensation allowable under the Agreement to \$1,632,444.00; and

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

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

1. Section 4 Compensation: Replace the second and third sentence of the existing section with the following:

4. Compensation

In no event shall the total amount of compensation payable under this Agreement exceed One Million Seven Hundred Eighty Two Thousand Four Hundred Forty Four and No/100 Dollars (\$1,782,444.00) unless upon written modification of this Agreement. Compensation for the period July 1, 2013 through June 30, 2014 includes \$81,180.00 for Routine Scheduled Traffic Signal Maintenance and \$532,500.00 for Non Routine Traffic Signal Maintenance Services.

All other terms and conditions remain unchanged.

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

APPROVED AS TO FORM:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
City Manager

ATTEST:

AEGIS ITS, INC. ("CONTRACTOR")

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title