

**SECOND AMENDMENT
TO
ON-CALL MAINTENANCE AND REPAIR SERVICES AGREEMENT
[Maintenance and Repair Services for Advance Traffic Management System and
Communication System]**

THIS SECOND AMENDMENT TO ON-CALL MAINTENANCE SERVICES AGREEMENT (the “Second Amendment”) is made and entered into as of _____, 2026, by and between the CITY OF ORANGE, a municipal corporation (“City”), and CROSSTOWN ELECTRICAL & DATA, INC., a California corporation (“Contractor”), with reference to the following:

A. City and Contractor entered into an On-Call Maintenance and Repair Services Agreement (Agreement No. AGR-7616) dated November 11, 2023, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor amended the Original Agreement to extend the term and increase the compensation by a First Amendment to On-Call Maintenance Services Agreement (Agreement No. AGR-7616.1) dated July 31, 2025, which is incorporated herein by this reference (the “First Amendment”); and

C. City and Contractor desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement reflecting the Second Extension Term and increasing the Second Extension Term’s compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. Cross-References. City and Contractor agree that all references in this Second Amendment are deemed and construed to refer to the Original Agreement, as implemented by this Second Amendment.

Section 3 Second Extension Term. Pursuant to Section 2.1.a of the Original Agreement, the City hereby extends the term of this Agreement to reflect the Second Extension Term commencing November 14, 2026, and terminating on November 13, 2027.

Section 4 Second Extension Compensation. The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.1.a of the Second Extension Term’s compensation is increased by an additional ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,000.00) from the original Second Extension and Section 2.1.a of the Second Extension Term is hereby amended in its entirety to read as follows:

“Second Extension (the “Second Extension Term”) commencing November 14, 2026, and terminating November 13, 2027, shall be an additional amount not to exceed ONE HUNDRED THIRTY THOUSAND DOLLARS and 00/100 (\$130,000.00) to be added to the Agreement, for a total compensation of TWO HUNDRED TWENTY THOUSAND DOLLARS and 00/100 (\$220,000.00) without the prior written authorization of City. Compensation for the Second Extension Term, including contingencies, shall be based upon the same terms and conditions as contained in Exhibit B of this Agreement, with an increase in unit price of an additional two percent (2%) above the unit price under the First Extension.”

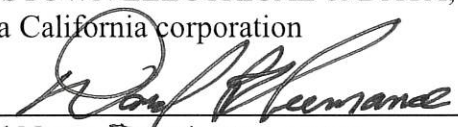
Section 5. **Integration.** This Second Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Second Amendment shall control and govern the rights and obligations of the parties.

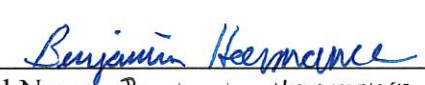
[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Second Amendment, the parties enter into this Second Amendment on the year and day first above written.

"CONTRACTOR"

CROSSTOWN ELECTRICAL & DATA, INC., a California corporation

*By: 
Printed Name: David Heermance
Title: President

*By: 
Printed Name: Benjamin Heermance
Title: CFO

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

***NOTE:**

- *If CONTRACTOR is a corporation, the City requires the following signature(s):*
- *(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*
- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

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IN WITNESS of this Second Amendment, the parties enter into this Second Amendment on the year and day first above written.

“CONTRACTOR”

“CITY”

CROSSTOWN ELECTRICAL & DATA,
INC., a California corporation

CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: _____
Title: _____

By: _____
Daniel R. Slater, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

***NOTE:** *If CONTRACTOR is a corporation, the City requires the following signature(s):*
-- *(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*
-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

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