

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA
AND
RAILPROS FIELD SERVICES, INC.
(RAILROAD FLAGGING SERVICES – CITY OF CORONA PROJECT NO. 2012-12)**

1. PARTIES AND DATE.

This First Amendment to the Professional Services Agreement (“First Amendment”) is made and entered into this _____ day of _____, 2024 by and between the City of Corona (“City”) and RailPros Field Services, Inc. a Texas corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated September 7, 2022 (“Agreement”), whereby Consultant agreed to provide railroad flagging services.

2.2 Amendment. City and Consultant desire to amend the Agreement for the first time to (1) extend the Term of the Agreement through December 31, 2025 and (2) increase the Rate and Total Compensation by \$300,000 to \$600,000.

3. TERMS.

3.1 Term. Section 3.1.2 (Term) of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from September 1, 2022 to December 31, 2025 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.2 Rates & Total Compensation. Section 3.3.1 (Rates & Total Compensation) of the Agreement, is hereby deleted in their entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursement, for all Services rendered under this agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Six Hundred Thousand Dollars (\$600,000) per fiscal year (“Total Compensation”) without written approval of the City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be

3.2 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.4 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**CITY'S SIGNATURE PAGE
FOR
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IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By: _____
Savat Khamphou
Public Works Director/City Engineer

Review By: _____
Keegan Olds
Acting CIP Manager

Review By: _____
Yasmin Lopez
Purchasing Manager

Attest: _____
Sylvia Edwards, City of Corona, CA
City Clerk

**CONSULTANT'S SIGNATURE PAGE
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RAILPROS FIELD SERVICES, INC.
a Texas corporation

By: _____
Jeff Vines
Vice President/Chief Financial Officer