CITY OF CORONA FIRST AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH NATIONAL CONSTRUCTION RENTALS, INC. (AS-NEEDED TEMPORARY FENCING AND PORTABLE RESTROOM RENTAL – SPECIAL EVENT RENTAL SERVICES)

1. PARTIES AND DATE.

This First Amendment to the Maintenance/General Services Agreement ("First Amendment") is made and entered into this ______ by and between the City of Corona ("City") and National Construction Rentals, Inc., ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

2. RECITALS.

- 2.1 <u>Agreement</u>. City and Contractor entered into that certain Maintenance/General Services Agreement dated June 20, 2024 ("Agreement"), whereby Contractor agreed to provide as-needed temporary fencing and portable restroom rental services.
- 2.2 <u>Amendment</u>. City and Contractor desire to amend the Agreement for the first time to amend the Total Compensation by \$75,000 to \$175,000 for fiscal year ending June 30, 2025.

3. TERMS.

- 3.1 <u>Rates & Total Compensation</u>. Section 3.3.1 (Rates & Total Compensation) of the Agreement, are 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 One Hundred Seventy-Five Thousand Dollars (\$175,000) for fiscal year ending June 30, 2025 ("Total Compensation") without written approval of the City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."
- 3.2 <u>Continuing Effect of Agreement</u>. 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 <u>Adequate Consideration</u>. 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 <u>Counterparts</u>. 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]

2 (BB&K: 9-10)

CITY'S SIGNATURE PAGE FOR

FIRST AMENDMENT TO

MAINTENANCE/GENERAL SERVICES AGREEMENT WITH NATIONAL CONSTRUCTION RENTALS, INC. (AS-NEEDED TEMPORARY FENCING AND PORTABLE RESTROOM RENTAL. – SPECIAL EVENT RENTAL SERVICES)

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By:	Signed by: John Linch TOATHD3CETDF481 Donna Finch Community Services Director
Reviewed By:	Mosus Cortus Moses Cortez Parks and Trails Manager
Reviewed By:	Tasmin Lopez Yasmin Lopez Purchasing Manager
Attest:	Sylvia Edwards, City Clerk City of Corona, CA

CONTRACTOR'S SIGNATURE PAGE FOR FIRST AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH NATIONAL CONSTRUCTION RENTALS, INC. (AS-NEEDED TEMPORARY FENCING AND PORTABLE RESTROOM RENTAL. – SPECIAL EVENT RENTAL SERVICES)

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

NATIONAL CONSTRUCTION RENTALS, INC.

a California corporation

Ву:	Javier Gastelum Javier Gastelum Javier Gastelum Divisional Manager
Ву:	Scott Simons Scott Simons Scott Simons Finance Director