CITY OF CORONA SECOND 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 Second Amendment to the Maintenance/General Services Agreement ("Second Amendment") is made and entered into this _______ day of _______, 2025 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 Second 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>Prior Amendments</u>. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement on or about April 2, 2025 ("First Amendment")
- 2.3 <u>Amendment</u>. City and Contractor desire to amend the Agreement for the second time extend the term of the agreement through June 30, 2027; and 2) amend the Total Compensation by \$75,000 to 175,000 per fiscal year.

3. TERMS.

- 3.1 <u>Term.</u> Section 3.1.2 of the Agreement, as amended by the First Amendment, is hereby deleted in its entirety and replaced with the following:
 - "3.1.2 <u>Term.</u> The term of this Agreement shall be from June 20, 2024, to June 30, 2027 ("Term"), unless earlier terminated as provided herein. Contractor 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 3.6.8 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 <u>Rates & Total Compensation</u>. Section 3.3.1 and Exhibit "C-1" (Compensation) of the Agreement, as amended by the First Amendment, 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-2" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Hundred Seventy-Five Thousand Dollars (\$175,000) 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 compensated at the rates and manner set forth in this Agreement."
- 3.3 <u>Continuing Effect of Agreement</u>. Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Second Amendment.
- 3.4 <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 Second Amendment.
- 3.5 <u>Counterparts</u>. This Second 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]

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CITY'S SIGNATURE PAGE FOR

SECOND AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH NATIONAL CONSTRUCTION RENTALS, INC. SINCE DEDUCTOR AND PORTABLE DESTROOM

(AS-NEEDED TEMPORARY FENCING AND PORTABLE RESTROOM RENTAL – SPECIAL EVENT RENTAL SERVICES)

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

CITY OF CORONA

Ву:	Signed by: Donna Finch Community Services Director
Reviewed By:	Docusigned by: Mirva Komero 20933BA722E741E Mirna Romero Management Analyst II
Reviewed By:	Tocusigned by: Uasmin Lopey Yasmin Lopez Purchasing Manager
Attest:	Sylvia Edwards, City Clerk City of Corona, CA

CONTRACTOR'S SIGNATURE PAGE FOR SECOND 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 Second 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:	Shawn Hilton Shawn Hilton Divisional Manager
Ву:	Scott Simons Scott Simons Finance Director

EXHIBIT "C-2" COMPENSATION

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates and total compensation set forth herein.

Total Compensation shall not exceed \$175,000 per fiscal year without prior written authorization from City's Representative.

RATES

FENCING/BARRICADE/PANELS:

Special event rates for barricades/ fencing	\$4.19 Lft per 6Ft
Six (6) month rates	\$4.79 Lft per 6Ft

PORTABLE RESTROOMS:

Regular restroom	\$130.00 Each
ADA compliant restroom	\$255.00 Each
Handwash	\$130.00 Each
Hand sanitizer	\$30.00 Each
After-hours pick-up charge	\$3,000 Each
Weekend pick up	\$3,000

BONDS

Each individual call-out under this Agreement is a separate project for purposes of the City's bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

<u>Payment Bonds</u>: Contractor shall provide a 100% payment bond for all individual call-out projects for which a project work order has been issued by the City in excess of \$25,000.

<u>Performance Bonds</u>: Contractor shall be required to provide a 100% performance bond whenever the City indicates that one is required in the project work order issued for an individual call-out project.

<u>Cost of Bonds</u>: Whenever a bond is required by the City for an individual call-out project, Contractor will be able to include the costs of the bonds for that individual call-out.

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