

**SECOND 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 Second Amendment to the Professional Services Agreement (“Second Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 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 Second 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 Prior Amendments. City and Consultant entered into that certain First Amendment to the Professional Services Agreement on or about November 20, 2024 (“First Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the second time to (1) extend the Term of the Agreement through June 30, 2026 and (2) increase the Total Compensation by \$300,000 to \$900,000.

**3. TERMS.**

3.1 Term. Section 3.1.2 (Term)of the Agreement, as amended by the First Amendment, 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 June 30, 2026 (“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, as amended by the First Amendment, are hereby deleted in their entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Consultant 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 Nine Hundred Thousand Dollars (\$900,000) (“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 Continuing Effect of Agreement. 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 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 Second Amendment.

3.5 Counterparts. 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]**

**CITY'S SIGNATURE PAGE  
FOR  
SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
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(RAILROAD FLAGGING SERVICES – CITY OF CORONA PROJECT NO. 2012-12)**

IN WITNESS WHEREOF, the Parties have entered into this Second 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

Reviewed By: \_\_\_\_\_  
Javi Luna  
CIP Manager/ Assistant City Engineer

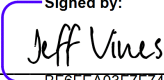
Reviewed By: \_\_\_\_\_  
  
F8EFBE3136E4492...  
Yasmin Lopez  
Purchasing Manager

Attest:  
\_\_\_\_\_  
Sylvia Edwards, City of Corona, CA  
City Clerk

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

By:  Signed by:  
\_\_\_\_\_  
Jeff Vines  
Vice President/ Chief Financial Officer