CITY OF CORONA SECOND AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH GLOBAL POWER GROUP, INC. (GENERATOR PREVENTATIVE MAINTENANCE AND "AS -NEEDED" REPAIR SERVICES - NIB 22-001RH)

1. PARTIES AND DATE.

This Second Amendment to the Mainte	nance/General Services Agreem	ent ("Second
Amendment") is made and entered into this	day of	, 2023
by and between the City of Corona ("City")	and Global Power Group, Inc.,	a California
corporation ("Contractor"). City and Contractor	or are sometimes individually r	eferred to as
"Party" and collectively as "Parties" in this Second	d Amendment.	

2. RECITALS.

- 2.1 <u>Agreement</u>. City and Contractor entered into that certain Maintenance/General Services Agreement dated October 6, 2021 ("Agreement"), whereby Contractor agreed to provide generator repair and maintenance services on an "as-needed" basis.
- 2.2 <u>Prior Amendment</u>. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement on or about July 25th, 2023 ("First Amendment").
- 2.3 <u>Amendment</u>. City and Contractor desire to amend the Agreement for the second time to increase the total Compensation by \$13,000 per fiscal year through June 30, 2025.

3. TERMS.

3.1 <u>Rates & Total Compensation</u>. Section 3.3.1 of the Agreement, as amended by the First Amendment, is hereby deleted in its entirety and replaced with the following:

"Contractor shall receive compensation, including authorized reimbursements, 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 Two Hundred and Fifty-Five Thousand Dollars (\$255,000) per fiscal year ("Total Compensation") without written approval of 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 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.

- 3.3 <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 Second Amendment.
- 3.4 <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]

2 (BB&K: 9-10)

CITY'S SIGNATURE PAGE FOR SECOND AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH GLOBAL POWER GROUP, INC. (GENERATOR PREVENTATIVE MAINTENANCE AND "AS -NEEDED" REPAIR SERVICES - NIB 22-001RH)

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

By:	
	Jacob Ellis
	City Manager
By:	Docusigned by: Tom Moody Tom Moody Director of Utilities
Reviev	wed By: Latic Hockett Katie Hockett Assistant Director of Utilities
Reviev	wed By: Aftab Hussain Aftab Hussain Maintenance Manager
Reviev	wed By: Washin Lopey Yasmin Lopez Purchasing Manager

3 (BB&K: 9-10)

Attest:		
	Sylvia Edwards	
	City Clerk	

4 (BB&K: 9-10)

CONTRACTOR'S SIGNATURE PAGE FOR SECOND AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH GLOBAL POWER GROUP, INC. (GENERATOR PREVENTATIVE MAINTENANCE AND "AS -NEEDED" REPAIR SERVICES - NIB 22-001RH)

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.

GLOBAL POWER GROUP, INC.

a California corporation

By: Sal Martorana

EE0027F0EAD70447...

Salvatore Martorana

President

By: Salvador Challos

Balvador Ceballos