

**CITY OF CORONA
SECOND AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH KALMIKOV ENTERPRISES, INC. DBA FIRE APPARATUS SOLUTIONS
(FIRE APPARATUS ONSITE REPAIRS AND AS-NEEDED SERVICES)**

1. PARTIES AND DATE.

This Second Amendment to the Maintenance/General Services Agreement (“Second Amendment”) is made and entered into this 16th day of March, 2022 by and between the City of Corona (“City”) Kalmikov Enterprises, Inc., dba Fire Apparatus Solutions, a California corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated October 16, 2020 (“Agreement”), whereby Contractor agreed to provide fire apparatus onsite repairs and as-needed services.

2.2 Prior Amendments. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement on or about August 26, 2021 (“First Amendment”).

2.3 Amendment. City and Contractor desire to amend the Agreement for the second time to (1) extend the Agreement Term through June 30, 2024; and (2) increase the Compensation.

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 **October 27, 2020 to June 30, 2024** (“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 3.5.8 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, is hereby deleted in its entirety and replaced by the following:

“3.3.1 Rates & Total Compensation. 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 Thousand Dollars (\$200,000) per fiscal years ending June 30, 2022, June 30, 2023 and June 30, 2024** (“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.”

3.3 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
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH KALMIKOV ENTERPRISES, INC. DBA FIRE APPARATUS SOLUTIONS
(FIRE APPARATUS ONSITE REPAIRS AND AS-NEEDED 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

By: _____
Savat Khamphou
Public Works Director/City Engineer

Reviewed By: _____
Derek Wieske
CIP Manager/Assistant City Engineer

Reviewed By: _____
Scott Briggs
Acting Purchasing Manager

Attest:

Sylvia Edwards City Clerk
City of Corona, California

**CONTRACTOR'S SIGNATURE PAGE
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**KALMIKOV ENTERPRISES DBA/
FIRE APPARATUS SOLUTIONS**
a California corporation

By: 
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William Kalmikov
CEO/CFO