

**CITY OF CORONA  
FOURTH AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH KNUDSEN GRADING COMPANY, INC. DBA GREEN MOUNTAIN  
ENGINEERING  
("AS-NEEDED" GRADING AND SPOILS REMOVAL SERVICES) – (RFP 18-051CA)**

**1. PARTIES AND DATE.**

This Fourth Amendment to the Maintenance/General Services Agreement ("Fourth Amendment") is made and entered into this 24th day of August, 2022 by and between the City of Corona ("City") and Knudsen Grading Company, Inc., DBA Green Mountain Engineering, a California corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Fourth Amendment.

**2. RECITALS.**

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated September 5, 2018 ("Agreement"), whereby Contractor agreed to provide Grading and Spoils Removal services, RFP 18-051CA.

2.2 Prior Amendments. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement on or about February 15, 2019 ("First Amendment"). City and Contractor entered into that certain Second Amendment to the Maintenance/General Services Agreement on or about May 15, 2019 ("Second Amendment"). City and Contractor entered into that certain Third Amendment to the Maintenance/General Services Agreement on or about August 20, 2020 ("Third Amendment").

2.3 Amendment. City and Contractor desire to amend the Agreement for the fourth time to (1) extend the Term of the Agreement through June 30, 2024; (2) amend the Rates & Total Compensation for fiscal year ending June 30, 2024; and (3) replace Exhibit "C-3" (Compensation) with Exhibit "C-4" (Compensation)

**3. TERMS.**

3.1 Term. Section 3.1.2 (Term) of the Agreement, as amended by the Third 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 5, 2018 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) and Exhibit “C-3” (Compensation) of the Agreement, as amended by the Third Amendment, are hereby deleted in their entirety and replaced with 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-4” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two Hundred Eighteen Thousand Five Hundred Dollars (\$218,500) 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.”

3.3 Continuing Effect of Agreement. Except as amended by this Fourth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Fourth Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Fourth 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 Fourth Amendment.


3.5 Counterparts. This Fourth 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]**

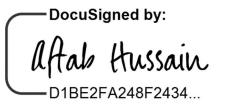
**CITY'S SIGNATURE PAGE  
FOR  
FOURTH AMENDMENT TO  
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WITH KNUDSEN GRADING COMPANY, INC. DBA GREEN MOUNTAIN  
ENGINEERING  
("AS-NEEDED" GRADING AND SPOILS REMOVAL SERVICES) – (RFP 18-051CA)**

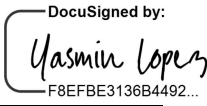
IN WITNESS WHEREOF, the Parties have entered into this Fourth Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

**CITY OF CORONA**

By:   
\_\_\_\_\_  
Tom Moody  
Director of Utilities

Reviewed By:   
\_\_\_\_\_  
Katie Hockett  
Assistant Director of Utilities

Reviewed By:   
\_\_\_\_\_  
Aftab Hussain  
Maintenance Manager

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

**CONTRACTOR'S SIGNATURE PAGE  
FOR  
FOURTH AMENDMENT TO  
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WITH KNUDSEN GRADING COMPANY, INC. DBA GREEN MOUNTAIN  
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("AS-NEEDED" GRADING AND SPOILS REMOVAL SERVICES) – (RFP 18-051CA)**

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**KNUDSEN GRADING COMPANY, INC.  
DBA GREEN MOUNTAIN ENGINEERING**  
a California corporation

By:  DocuSigned by:  
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Signature

John Knudsen

Name

President

Title (CEO, President, or V.P)

By:  DocuSigned by:  
6CB09E2D613C42A...  
Signature

Kathryn Knudsen

Name

Secretary u

Title (CFO, Secretary, or Treasurer)

**EXHIBIT “C-4”  
COMPENSATION**

Total Compensation shall not exceed Two Hundred Eighteen Thousand and Five Hundred Dollars (\$218,500) per fiscal year without prior written authorization from City’s Representative.

Spoils Removal Regular rate

Item#	Description	Qty	Unit Measure	Unit Price
1.	Wet/Dry Dirt	1	Ton	\$35.20
2.	Asphalt	1	Ton	\$40.70
3.	Concrete	1	Ton	\$40.70
4.	Mixed Asphalt/Concrete	1	Ton	<u>\$60.50</u>
Total of Unit Prices				\$177.10

Spoils Removal After Hours/Emergency Rate

1.	Wet/Dry Dirt	1	Ton	\$48.40
2.	Asphalt	1	Ton	\$53.90
3.	Concrete	1	Ton	\$53.90
4.	Mixed Asphalt/Concrete	1	Ton	<u>\$73.70</u>
Total of Unit Prices				\$229.90

Grading Services Regular Rate

1.	Slope Grading	1	Square Foot	\$ 1.65
2.	Regrade & Recompact Dirt	1	Square Foot	\$ 1.65
3.	Dirt Removal	1	Ton	<u>\$38.50</u>
Total of Unit Prices				\$40.26

Grading Services After Hours/Emergency

1.	Slope Grading	1	Square Foot	\$ 2.20
2.	Regrade & Recompact Dirt	1	Square Foot	\$ 2.20
3.	Dirt Removal	1	Ton	<u>\$60.50</u>

Total of Unit Prices \$64.90