CITY OF CORONA FIRST AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH VALVERDE CONSTRUCTION, INC. (RIDGEVIEW TERRACE EMERGENCY WATER MAIN REPLACEMENT PROJECT)

1. PARTIES AND DATE.

This First Amendment to the Maintenance/General Services Agreement ("First Amendment") is made and entered into this ____ day of _____, 2024 by and between the City of Corona ("City") and Valverde Construction, Inc., ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

2. RECITALS.

- 2.1 <u>Agreement</u>. City and Contractor entered into that certain Maintenance/General Services Agreement dated January 17, 2024 ("Agreement"), whereby Contractor agreed to provide water main replacement services.
- 2.2 <u>Amendment</u>. City and Consultant desire to amend the Agreement for the first time to (1) extend the Agreement Term through September 30, 2024; (2) revise the scope of services to include additional road surface restoration work required by the County of Riverside; (3) increase the compensation by \$99,500 to account for the added services; and (4) replace three exhibits.

3. TERMS.

- 3.1 <u>Term.</u> Section 3.1.2 (Term) of the Agreement 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 **January 17**, **2024 to September 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 <u>Rates & Total Compensation</u>. Section 3.3.1 (Rates & Total Compensation) and Exhibit "C" (Compensation) of the Agreement 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-1" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **One Million Nine Hundred Ninety-three Thousand Six Hundred Fifty-seven Dollars** (\$1,993,657.00) ("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 <u>Exhibit "A-1"</u>. Exhibit "A" (Scope of Services) of the Agreement is hereby deleted in its entirety and replaced with Exhibit "A-1" (Scope of Services) attached hereto and incorporated herein by reference.
- 3.4 <u>Exhibit "B-1"</u>. Exhibit "B" (Schedule of Services) of the Agreement is hereby deleted in its entirety and replaced with Exhibit "B-1" (Scope of Services) attached hereto and incorporated herein by reference.
- 3.5 <u>Continuing Effect of Agreement</u>. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.
- 3.6 <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 First Amendment.
- 3.7 <u>Counterparts</u>. This First 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

FIRST AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH VALVERDE CONSTRUCTION, INC.

(RIDGEVIEW TERRACE EMERGENCY WATER MAIN REPLACEMENT PROJECT)

IN WITNESS WHEREOF, the Parties have entered into this First 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				
	DocuSigned by:			
Reviewed By:	katie Hockett			
<i>J</i> .	Katie Hockett			
	Assistant Director of Utilities			
Reviewed By:	DocuSigned by:			
	Aftab Hussain			
	D1BE2FA248F2434			
	Aftab Hussain			
	Maintenance Manager			
Reviewed By:	DocuSigned by:			
	Masmin. Love as			
	Yasmin Lopus			
	Purchasing Manager			
	Turenasing Manager			
Attest:				
	Sylvia Edwards, City Clerk			
	City of Corona, California			

CONTRACTOR'S SIGNATURE PAGE FOR FIRST AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT

WITH VALVERDE CONSTRUCTION, INC. (RIDGEVIEW TERRACE EMERGENCY WATER MAIN REPLACEMENT PROJECT)

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

VALVERDE CONSTRUCTION, INC.

a California corporation

By: Joe Valverde

Joe Valverde

President

By: Ahron Valuer de Ahroñ Waller de

Corporate Secretary

EXHIBIT "A-1" SCOPE OF SERVICES

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Water Main Replacement maintenance or other general services necessary for the Project. The Services are more particularly described herein.

Installation of a water main service located on Ridgeview Terrace, a section on Via Santiago, and 4 cul-de-sac sections adjacent to Ridgeview Terrace.

- Water main installation of 8-inch pipe per City standard
- Length of the 8-inch watermain: 3,510 feet
- Services: (78) 1-inch services
- Valve: (11) 8-inch main valves
- (13) 6-inch hydrant laterals pipeline for hydrant installation
- 13 hydrant installations
- Valve: (13) 6-inch hydrant valves
- Existing Main: 6-inch and 4-inch ACP main will be abandoned in place
- Excavation area: asphalt slab and saw cut will be needed
- Pressure test and disinfection: Follow City standards. Trench completion: Follow standard 150
- Contractor shall provide traffic control
- Work hours are from 07:00 a.m. to 05:00 p.m. Prevailing wage/certified payroll required
- Insurance and payment bonds are required
- An after-hours connection may be required
- The City will provide the water shutdown
- The City will provide a water meter for this project



ADD SERVICE 1:

Provide all labor, materials and equipment for revised finish paving services:

- Grind existing asphalt, approximately an additional 126,000 square feet, to a depth of 1.5 inches
- Apply tack emulsion and overlay, approximately an additional 126,000 square feet, of existing asphalt in area with up to 1.5 inches new hot mix asphalt and roll to a smooth finish.

EXHIBIT "B-1" SCHEDULE OF SERVICES

Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth herein.

Work Hours: 7:00 am to 5:00 pm

EXHIBIT "C-1" COMPENSATION

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein. Total Compensation shall not exceed \$1,993,657 without authorized written approval of City's Representative.

NO.	ITEM DESCRIPTION	UNIT OF	QTY.	PRICE
		MEASURE		
1.	Mobilization/Demobilization	LS	1	71,490.00
2.	Traffic control (If needed)	LS	1	5,600.00
3.	Trench Safety and Shoring	LS	1	19,320.00
4.	Utility locating	LS	1	38,775.00
5.	Sawcut, excavate, and remove asphalt and native soil from trenches for watermain, water services and hydrant laterals.	CY	1,388	201,954.00
6.	Furnish and install 8" pipe and all needed fittings, per city standards.	LF	3,510	638,820.00
7.	Potable waterline pressure testing, flushing, disinfection, sampling bacteriological testing, and dichlorination of discharge water including temporary fittings, piping, and hoses to complete the work.	LS	1	26,650.00
8.	Furnish and install 8" resilient wedge gate valve and valve per COC STD Plan 150, 406, 412 and 422	EA	11	35,695.00
9.	Remove and dispose fire hydrant head and riser and abandon lateral at each end.	EA	2	6,944.00
10.	Furnish and install fire hydrant assembly and blue dot markers COC STD 150, 06,412 and 422	EA	13	143,130.00
11.	Furnish and install 6" pipe and all needed fittings for fire hydrant lateral, per City Standard.	LF	229	40,075.00
12.	Furnish and install (78) 1-inch water service lines per COC STD Plan 150 and 414 and re-connect to existing meter.	LF	1,500	282,000.00
13.	Crushed miscellaneous base to backfill all trenches (full trench zone per COC STD Plan 150)	CY	1,279	101,041.00
14.	AC Trench Asphalt slab per COC STD 150, including asphalt for grind and cap	TON	551	282,663.00
SCHEDULE-TOTAL PRICE IN NUMBERS 1,894,157.00 (ITEM 1-14)				

Pursuant to Section 3.2.12 above, a payment bond valued at one hundred percent of the "Total Compensation" amount specified in Section 3.3.1 shall be required for this Project.

ADD SERVICE 1:

Provide all labor, materials and equipment for revised finish paving scope of services:

- Grind existing asphalt, approximately an additional 126,000 square feet, to a depth of 1.5 inches
- Apply tack emulsion and overlay, approximately an additional 126,000 square feet, of existing asphalt in area with up to 1.5 inches new hot mix asphalt and roll to a smooth finish.

Credit for Original Design (\$282,663.00)

Revised Finish Paving \$382,163.00

Add Service 1 Total Increase \$99,500.00