CITY OF CORONA SIXTH AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH OROZCO LANDSCAPE AND TREE COMPANY (LANDSCAPE MAINTENANCE SERVICES – NIB 18-012JT PARKS AND SPECIAL FACILITY AREAS 2 AND 3 PROJECT)

1. PARTIES AND DATE.

This Sixth Amendment to the Maintenance/General Services Agreement ("Sixth Amendment") is made and entered into this 7th day of August, 2024 by and between the City of Corona ("City") and Orozco Landscape and Tree Company, a California corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Sixth Amendment.

2. RECITALS.

- 2.1 <u>Agreement</u>. City and Contractor entered into that certain Maintenance/General Services Agreement dated January 23, 2018 ("Agreement"), whereby Contractor agreed to provide landscape maintenance services for Parks and Special Facility Areas 2 and 3.
- 2.2 <u>Prior Amendments</u>. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement on or about December 4, 2018 ("First Amendment"). City and Contractor entered into that certain Second Amendment to the Maintenance/General Services Agreement on or about December 13, 2019 ("Second Amendment"). City and Contractor entered into that certain Third Amendment to the Maintenance/General Services Agreement on or about December 17, 2020 ("Third Amendment"). City and Contractor entered into that certain Fourth Amendment to the Maintenance/General Services Agreement on or about January 27, 2022 ("Fourth Amendment"). City and Contractor entered into that certain Fifth Amendment to the Maintenance/General Services Agreement on or about June 13, 2022 ("Fifth Amendment").
- 2.3 Amendment. City and Consultant desire to amend the Agreement for the sixth time to amend the compensation.

3. TERMS.

3.1 Rates & Total Compensation. Section 3.3.1 of the Agreement and Amendments 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-4" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One

Hundred Nineteen Thousand and Two Hundred and Thirty-Five Dollars (\$119,235.00) ("Total Compensation") without the 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."

- 3.2 <u>Continuing Effect of Agreement</u>. Except as amended by this Sixth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Sixth Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Sixth 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 Sixth Amendment.
- 3.4 <u>Counterparts</u>. This Sixth 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 SIXTH AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH OROZCO LANDSCAPE AND TREE COMPANY (LANDSCAPE MAINTENANCE SERVICES – NIB 18-012JT PARKS AND SPECIAL FACILITY AREAS 2 AND 3 PROJECT)

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

CITY OF CORONA

By:	
•	Donna Finch
Ву:	Community Services Director
	DocuSigned by:
	Moses Cortes
	Moses Cortez
	Facilities, Parks & Trails Manager
	DocuSigned by:
Reviewed By: Scott Briggs	
	Purchasing Manager
Attesi	f:
	Sylvia Edwards
	City Clerk

CONTRACTOR'S SIGNATURE PAGE FOR SIXTH AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH OROZCO LANDSCAPE AND TREE COMPANY (LANDSCAPE MAINTENANCE SERVICES – NIB 18-012JT PARKS AND SPECIAL FACILITY AREAS 2 AND 3 PROJECT)

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

OROZCO LANDSCAPE AND TREE COMPANY

a California corporation

By:

— DocuSigned by: JOSC J. O40760

Jose J. Orozco

President and Secretary



[***INSERT TEXT OF AMENDMENT OR ATTACH AND REFERENCE***]