

**CITY OF CORONA
SECOND AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH A & Y ASPHALT CONTRACTORS, INC.
(ASPHALT REPAIR SERVICES – NIB 21-076RH ON-CALL CITYWIDE ASPHALT
REPAIRS)**

1. PARTIES AND DATE.

This Second Amendment to the Maintenance/General Services Agreement (“Second Amendment”) is made and entered into this _____ day of _____, 2023 by and between the City of Corona (“City”) and A & Y Asphalt Contractors, Inc., (“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 January 1, 2023 (“Agreement”), whereby Contractor agreed to provide asphalt repair services.

2.2 Prior Amendments. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement on or about June 7, 2023 (“First Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the second time to increase the Compensation to \$460,000.

3. TERMS.

3.1 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 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” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements shall not exceed Four Hundred Sixty Thousand Dollars (\$460,000) (“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 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.

3.3 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.

3.4 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
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REPAIRS)**

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: DocuSigned by:
Tom Moody

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Tom Moody
Director of Utilities

Reviewed By: DocuSigned by:
Katie Hockett

FC64247E8E12465...
Katie Hockett
Assistant Director of Utilities

Reviewed By: DocuSigned by:
Raul Arevalo

20EB644DAB85489...
Raul Arevalo
Construction Superintendent

Reviewed By: DocuSigned by:
Yasmin Lopez

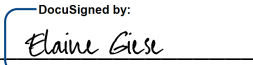
F8EFBE3136B4492...
Yasmin Lopez
Purchasing Manager

Attest: _____
Sylvia Edwards
City Clerk

**CONTRACTOR'S SIGNATURE PAGE
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A & Y ASPHALT CONTRACTORS, INC.
a California corporation

By: 
Elaine Giese
CEO/Treasurer