

**CITY OF CORONA
FIRST AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH HOYT TRANSPORTATION, INC.
(BIOSOLIDS TRANSPORTATION SERVICES)**

1. PARTIES AND DATE.

This First Amendment to the Maintenance/General Services Agreement (“First Amendment”) is made and entered into this 1st day of December, 2021 by and between the City of Corona (“City”) and Hoyt Transportation, Inc., a California corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated May 10, 2021 (“Agreement”), whereby Contractor agreed to provide biosolids transportation services.

2.2 Amendment. City and Contractor desire to amend the Agreement for the first time to (1) increase the Total Compensation amount; and (2) replace two exhibits.

3. TERMS.

3.1 Rates & Total Compensation. Section 3.3.1 (Rates & Total Compensation) and Exhibit “C” (Compensation) of the Agreement are hereby deleted in their 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-1” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **Four Hundred Thousand Dollars per fiscal year ending June 30, 2022**, (“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 Exhibit “B-1” (Schedule of Services). Exhibit “B” (Schedule of Services) is hereby deleted in its entirety and replaced with Exhibit “B-1” (Schedule of Services) attached hereto and incorporated herein by reference.

3.3 Continuing Effect of Agreement. 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.

3.4 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 First Amendment.

3.5 Counterparts. 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 HOYT TRANSPORTATION, INC.
(BIOSOLIDS TRANSPORTATION SERVICES)**

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
General Manager

Reviewed By:

Kristian Alfelor
Utilities Operations Manager

Reviewed By:

Norman Bush
Purchasing Manager

Attest:

Sylvia Edwards, City Clerk
City of Corona, California

**CONTRACTOR'S SIGNATURE PAGE
FOR
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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.

HOYT TRANSPORTATION, INC.

a California corporation

By: 
D53EBE5705E2496...
Signature
Michael Hoyt

Name (Print)

President

Title (CEO, President, or V.P.)

By: 
990E7727897A4A9...
Signature
wanita Hoyt

Name (Print)

CFO

Title (CFO, Secretary, or Treasurer)

EXHIBIT "B-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 biosolids transportation services on an as-need basis with up to 10 loads per week within the Term of this Agreement and within reasonable time frames established by City's Representative.

EXHIBIT "C-1"

COMPENSATION

Two to three aluminum end dump trailers to be used at WRF1 facility and a truck to haul loads out to Arizona Soils to dispose of biosolid material. Pricing includes two to three trailers in rotation for City staff to load on an agreed schedule consisting of up to ten loads per week. **\$1,200 per load** includes fuel surcharge with California fuel average pricing up to \$4.00 per gallon.

Fuel surcharge of 1% for every .08 cents per gallon over \$4.00 per gallon. Rates based on <https://www.eia.gov/petroleum/gasdiesel/> . If price per gallon is under \$4.00, no surcharge would be added.

Pricing includes an hour of free time for loading and unloading, after an hour the charge will be \$100 per hour standby time.