

**THIRD AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND
COME LAND MAINTENANCE CO., INC.**

1. PARTIES AND DATE.

This Third Amendment to the Maintenance/General Services Agreement (“3rd Amendment”) is made and entered into this 1st day of November, 2017 by and between the City of Corona (“City”) and Come Land Maintenance Co., Inc., a Corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated July 15, 2016 (“Agreement”), whereby Contractor agreed to provide City-Wide Janitorial Services through December 31, 2016.

2.2 Prior Amendment(s). City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement dated January 26, 2017 (“First Amendment”) and that certain Second Amendment to the Maintenance/General Services Agreement dated July 1, 2017 (“Second Amendment”).

2.3 Amendment Purpose. City and Contractor desire to amend the Agreement for the Third time to amend the Compensation through December 31, 2017.

3. TERMS.

3.1 Compensation. Section 3.3.1 (Compensation) of the Agreement, as amended by the First Amendment and the Second 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 the Agreement at the rates set forth in Exhibit “C-2” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two Hundred Twenty Five Thousand Dollars (\$225,000) (“Total Compensation”) without 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 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect.

From and after the date of this Third Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Third 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 Third Amendment.

3.4 Counterparts. This Third 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
THIRD AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND
COME LAND MAINTENANCE CO., INC.**

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to Maintenance/General Services Agreement as of the 1st day of November, 2017.

CITY OF CORONA

By: _____
Darrell Talbert
City Manager

Reviewed By:

Kerry D. Eden
Assistant City Manager/
Administrative Services Director

Reviewed By:

Cita Longworth
Purchasing Manager

Reviewed By:

Reviewed By:

Tom Moody
General Manager

Ed Lockhart
Maintenance Manager

Attest:

Lisa Mobley, City Clerk
City of Corona, California

**CONTRACTOR'S SIGNATURE PAGE FOR
THIRD AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND
COME LAND MAINTENANCE CO., INC.**

COME LAND MAINTENANCE CO., INC.
a Corporation

By: _____
Signature

Name (Print)

Title (CEO, President, V.P.)

By: _____
Signature

Name (Print)

Title (Secretary, CFO, Treasurer)

EXHIBIT "C-2"

COMPENSATION

The total Compensation shall not exceed \$225,000 without authorized written approval of the City's Representative.

RATE SCHEDULE

Park Facilities

<u>Building/Location</u> <u>Square Feet</u>	Monthly Cost
Auburndale Community Center 1045 Auburndale 2,340 Square Feet	\$605.61
Brentwood Center 1646 Dawnridge 1,000 Square Feet	\$504.50
Victoria Center 930 E. Ninth St. 3,600 Square Feet	\$1,110.61
Victoria Community Center : Wash down the outside entrance hallway; exterior walls & flooring.	\$353.85
Corona Community Center 365 N. Main St. Corona, CA 92880	\$3,450.00

DWP Facilities

Location	Monthly Cost
755 Corporation Yard	\$2,746.74
Wastewater Treatment Plant No. 1	\$305.31
Wastewater Treatment Plant No. 2	\$110.11
Wastewater Treatment Plant No. 3	\$220.22
DWP Lester Plant	\$290.29
DWP Sierra Del Oro	\$210.21
Desalter	\$245.59
DWP-Desalter	\$46.73

Additional Facilities

Locations	Monthly Cost
City Hall 400 S. Vicentia Ave.	\$9,803.00
Historic Civic Center Theatre & Common Areas (6,400 sq. ft.) 815 W. Sixth St.	\$1,707.00
Historic Civic Center Community Room 815 W. Sixth St.	\$695.00
Vicentia Activity Center 500 S. Vicentia	\$536.00
Corporation Yard General Services Building 735 Public Safety Way	\$2,918.00
Corporation Yard Fire Maintenance 760 Public Safety Way	\$63.00
Corporation Yard I.T. Radio Communications 760 Public Safety Way	\$19.00
Fleet Services 760 Public Safety Way	\$142.00
Library 650 S. Main St.	\$3,543.00
Historic Civic Center Gym 502 S. Vicentia Ave.	\$1,455.00
Historic Civic Center Gym - Additional 3 days partial cleaning	\$297.00
Police Training / Dispatch 720 Public Safety Way	\$570.00
Temescal Public Safety Facility 3777 Bedford Canyon	\$443.00
Police Shooting Range 710 Public Safety Way	\$227.00
Animal Control 1330 Magnolia Ave. (Service beginning 8/24/15 - 10 months)	\$460.00
CPS 735 Public Safety Way	\$253.00
Police Department - Main Lobby, Jail & Cell Areas 730 Public Safety Way	\$1,645.00