# CITY OF CORONA SECOND AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH CHRISP COMPANY

# (STREET STRIPING AND PAVEMENT MARKING MAINTENANCE REPAIR SERVICES, RFP 18-005SB)

### 1. PARTIES AND DATE.

This Second Amendment to the Maintenance/General Services Agreement ("Second Amendment") is made and entered into this 7th day of July, 2021 by and between the City of Corona ("City") and Chrisp Company, a California corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Second Amendment.

### 2. RECITALS.

- 2.1 <u>Agreement</u>. City and Contractor entered into that certain Maintenance/General Services Agreement dated June 6, 2018 ("Agreement"), whereby Contractor agreed to provide street striping and pavement marking maintenance services.
- 2.2 Prior Amendments. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement on or about November 19, 2020 ("First Amendment").
- 2.3 <u>Amendment</u>. City and Contractor desire to amend the Agreement for the second time to increase the compensation by one hundred one thousand dollars.

### 3. TERMS.

- 3.1 <u>Rates & Total Compensation</u>. 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-1" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two Hundred One Thousand Dollars (\$201,000.) ("Total Compensation") during each fiscal year ending June 30, 2021 and June 30, 2022 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 <u>Continuing Effect of Agreement</u>. 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 <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 Second Amendment.
- 3.4 <u>Counterparts</u>. 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 MAINTENANCE/GENERAL SERVICES AGREEMENT WITH CHRISP COMPANY

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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.

# By: Savat Khamphou, P.E., P.L.S. Acting Public Works Director/ City Engineer Reviewed By: Rosalva Ureno Traffic Engineer Reviewed By: Norman Bush Purchasing Manager Attest: Sylvia Edwards, City Clerk City of Corona, California

CITY OF CORONA

## CONTRACTOR'S SIGNATURE PAGE FOR

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CHRISP COMPANY a California corporation	
By:	David L. Morris
	Executive Vice President
By:	
	Tammie Allison
	Secretary