CITY OF CORONA SIXTH AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH

ROCKEY MURATA LANDSCAPE MAINTENANCE SERVICES, INC. (LANDSCAPE MAINTENANCE SERVICES FOR LMD, CFD, AND FIRE STATION AREA #3)

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 Rockey Murata Landscape Maintenance Services, Inc., 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 September 5, 2018 ("Agreement"), whereby Contractor agreed to provide landscaping and maintenance services.
- 2.2 <u>Prior Amendments</u>. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement on or about June 25, 2019 ("First Amendment"). City and Contractor entered into that certain Second Amendment to the Maintenance/General Services Agreement on or about September 29, 2019 ("Second Amendment"). City and Contractor entered into that certain Third Amendment to the Maintenance/General Services Agreement on or about July 22, 2021 ("Third Amendment"). City and Contractor entered into that certain Fourth Amendment to the Maintenance/General Services Agreement on or about October 25, 2022 ("Fourth Amendment"). City and Contractor entered into that certain Fifth Amendment to the Maintenance/General Services Agreement on or about October 19, 2023 ("Fifth Amendment").
- 2.3 <u>Amendment</u>. City and Consultant desire to amend the Agreement for the sixth time to amend the compensation.

3. TERMS.

3.1 <u>Rates & Total Compensation</u>. 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-5" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Five Hundred Sixty-Seven Thousand and Four Hundred and Seventy Dollars (\$567,470.00) ("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

ROCKEY MURATA LANDSCAPE MAINTENANCE SERVICES, INC. (LANDSCAPE MAINTENANCE SERVICES FOR LMD, CFD, AND FIRE STATION AREA #3)

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

	Signed by:					
By:	Donna Finch					
	10A11D3CE1DF481					
	Donna Finch					
	Community Services Director					
Ву:	DocuSigned by:					
	Moses Cortez					
	Moses Cortez					
	Facilities, Parks & Trails Manager					
DocuSigned by:						
Reviewed By: Scott Briggs Yasmin Lopez						
			Purchasing Manager			
			DocuSigned by:			
			Attest	. Sylvia Edwards		
SAAFOOCEDDEO404						
	Sylvia Edwards					
City Clerk						

CONTRACTOR'S SIGNATURE PAGE FOR SIXTH AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH

ROCKEY MURATA LANDSCAPE MAINTENANCE SERVICES, INC. (LANDSCAPE MAINTENANCE SERVICES FOR LMD, CFD, AND FIRE STATION AREA #3)

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.

ROCKEY MURATA LANDSCAPE MAINTENANCE SERVICES, INC. a California Corporation

Ву:	Robert Murata Robert Murata CEO	-
Ву:	Andie Murata FC8229DEAB734F3 Andie Murata Secretary	