

**CITY OF CORONA
FIRST AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH OROZCO LANDSCAPE AND TREE COMPANY
(LANDSCAPE MAINTENANCE SERVICES – PARKS AND SPECIAL FACILITY
AREAS 2 AND 3 PROJECT)**

1. PARTIES AND DATE.

This First Amendment to the Maintenance/General Services Agreement (“First Amendment”) is made and entered into this _____ day of _____, 2024 by and between the City of Corona (“City”) and **Orozco Landscape and Tree Company**, 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 **April 8, 2024** (“Agreement”), whereby Contractor agreed to provide **Landscape Maintenance Services for Parks and Special Facility Areas 2 and 3**.

2.2 Amendment. City and Contractor desire to amend the Agreement for the first time to (1) extend the Term of the Agreement through September 30, 2024; (2) increase the Compensation by \$86,843.52 to 186,843.52 (Compensation) for Term ending on September 30, 2024; and (3) replace Exhibit “C” Compensation with Exhibit “C-1” Compensation.

3. TERMS.

3.1 Term. Section 3.1.2 (Term) of the Agreement, is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from **January 1, 2024, to September 30, 2024** (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.2 Rates & Total Compensation. Section 3.3.1 (Rates & Total Compensation) of the Agreement, 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 **One Hundred Eighty-Six Thousand Eight Hundred and Forty-Three Dollars and Fifty-Two Cents (\$186,843.52)** (“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.”

3.3 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 OROZCO LANDSCAPE AND TREE COMPANY
(LANDSCAPE MAINTENANCE SERVICES – PARKS AND SPECIAL FACILITY
AREAS 2 AND 3 PROJECT)**

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: Signed by:
Donna Finch

10A11D3CE1DF481...
Donna Finch
Community Services Director

Reviewed By: Signed by:
Moses Cortez

B03DA9FDDEB845C...
Moses Cortez
Facilities, Parks & Trails Manager

Reviewed By: DocuSigned by:
Yasmin Lopez

F8EFBE3136B4492...
Yasmin Lopez
Purchasing Manager

Attest : _____
Sylvia Edwards, City of Corona, CA
City Clerk

**CONTRACTOR'S SIGNATURE PAGE
FOR
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OROZCO LANDSCAPE AND TREE COMPANY
a California corporation

By: Signed by:
Jose J. Orozco

Jose J. Orozco
President and Secretary

**EXHIBIT “C-1”
COMPENSATION**

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

BID AREA NO. 2 AND 3	Monthly Cost	12-Month Contract Amount
Border Park	\$442.31	\$5,307.74
Brentwood Park	\$2,274.78	\$27,297.38
Buena Vista Park	\$1,769.27	\$21,231.24
Lincoln Park	\$909.91	\$10,918.98
Mangular Park	\$606.61	\$7,279.32
Mountain Gate Park	\$3,033.04	\$36,396.46
Ontario Park	\$783.53	\$9,402.31
Ridgeline Park	\$695.07	\$8,340.82
Serfas Club Park	\$1,579.70	\$18,956.43
TRASH PICK-UP		
Mountain Gate Park	\$543.41	\$6,520.92
ADDITIONAL SERVICES		
Irrigation Services	\$7,064.43	\$84,773.14
Lift Tree Canopies	\$67.92	\$815.05
Subtotal	\$19,769.98	\$237,239.78
OPTIONAL MAINTENANCE ITEMS FOR PARKS FACILITIES		
Mulch in any open areas or planters once per year in Spring (April)	\$0	\$0
Aerate and apply City Provided fertilizer on turf grass areas semi-annually (April and October)	\$0	\$0
Adding wood chips to playground areas once a year (certified virgin playfiber)	\$0	\$0

Additional Location:

Sierra Bella Park

\$2,746.64 per Month