

**THIRD AMENDMENT TO MASTER AGREEMENT  
FOR WATER UTILITY TRENCH RESURFACING/ASPHALT PAVING WORK  
FOR VARIOUS CITY LOCATIONS ON AN AS-NEEDED BASIS**

**ALL AMERICAN ASPHALT**

THIS THIRD AMENDMENT TO MASTER AGREEMENT FOR WATER UTILITY TRENCH RESURFACING/ASPHALT PAVING WORK FOR VARIOUS CITY LOCATIONS ON AN AS-NEEDED BASIS ("Third Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and ALL AMERICAN ASPHALT, a California corporation ("Contractor"), with respect to the following facts:

**RECITALS**

WHEREAS, on or about April 25, 2011, City and Contractor entered into a Master Agreement for Water Utility Trench Resurfacing/Asphalt Paving Work for Various City Locations on an As-Needed Basis ("Agreement"); and

WHEREAS, on or about November 26, 2013, City and Contractor entered in a First Amendment to Master Agreement for Water Utility Trench Resurfacing/Asphalt Paving Work for Various City Locations on an As-Needed Basis ("First Amendment"), extending the term to October 23, 2016; and

WHEREAS, on or about October 21, 2016, City and Contractor entered into a Second Amendment to Master Agreement for Water Utility Trench Resurfacing/Asphalt Paving Work for Various City Locations on an As-Needed Basis ("Second Amendment"), extending the term to October 23, 2019; and

WHEREAS, the Agreement will expire on October 23, 2019, but may, subject to mutual consent, be extended for successive three year terms; and

WHEREAS, City is satisfied with the performance of Contractor; and

WHEREAS, City and Contractor desire to extend the term of the Agreement by three years, to October 23, 2022.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Contractor agree as follows:

1. The term of the Agreement is hereby extended by three years, or until October 23, 2022.
2. All terms and conditions of the Agreement not inconsistent with this Third Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, City and Contractor have caused this Third Amendment to Master Agreement for Water Utility Trench Resurfacing/Asphalt Paving Work for Various City Locations on an As-Needed Basis to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

ALL AMERICAN ASPHALT, a California corporation

By: \_\_\_\_\_  
City Manager

By: 

Attest: \_\_\_\_\_  
City Clerk

Edward J Carlson V.P.  
[Name and Title]

APPROVED AS TO FORM:

By: 

By: Susan Wilson  
Assistant City Attorney

MICHAEL FABICAS, SEC.  
[Name and Title]