

THIRD AMENDMENT TO MASTER AGREEMENT FOR GENERAL ABATEMENT WORK  
AT VARIOUS LOCATIONS THROUGHOUT CITY ON AN AS NEEDED BASIS

JEFF A. BROWN DBA CALIFORNIA BUILDING MAINTENANCE

THIS THIRD AMENDMENT TO MASTER AGREEMENT FOR GENERAL ABATEMENT WORK AT VARIOUS LOCATIONS THROUGHOUT CITY ON AN AS NEEDED BASIS ("Third Amendment"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and JEFF A. BROWN DBA CALIFORNIA BUILDING MAINTENANCE, a sole proprietor ("Contractor") with respect to the following facts:

**RECITALS**

WHEREAS, on or about July 14, 2011, City and Contractor entered into the Master Agreement For General Abatement Work at Various Locations Throughout City ("Agreement"); and

WHEREAS, on or about December 12, 2011, City and Contractor entered into the First Amendment to the Master Agreement For General Abatement Work at Various Locations Throughout City ("First Amendment") to amend the contract price and compensation schedule; and

WHEREAS, on or about July 22, 2014, City and Contractor entered into the Second Amendment to the Master Agreement For General Abatement Work at Various Locations Throughout City ("Second Amendment") to extend the termination date and compensation schedule; and

WHEREAS, City and Contractor desire to amend the Agreement to amend the existing contract price.

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

1. Section 8.1 of the Agreement is hereby amended to read as follows:

"8.1 Contract Price. City shall pay Contractor the contract price as set forth in the Purchase Order for the Specific Project Work, which includes all California sales or use tax and County and City taxes, for the performance of all of the Specific Project Work ("Contract Price"). The cost for each Specific Project Work shall be governed by the Compensation Schedule attached hereto as Exhibit "A" and incorporated herein by reference. This is Contractor's sole compensation for performance of any Specific Project Work. The total Contract Price for all Specified Project Work assigned to Contractor shall not exceed Five Hundred Sixty Thousand Dollars (\$560,000) ("**Authorized Not to Exceed Amount**")."

The remainder of Section 8 shall remain in full force and effect.


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 General Abatement Work at Various Locations Throughout City 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

JEFF A. BROWN DBA  
CALIFORNIA BUILDING  
MAINTENANCE, a sole proprietorship

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

By:  \_\_\_\_\_  
Jeff A. Brown, Owner


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

\*Certified as to Funds Availability:

By:  \_\_\_\_\_  
Finance Director

\*Required if not approved by Council action.

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Chief Assistant City Attorney