

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

**BEN'S ASPHALT & MAINTENANCE COMPANY, INC. DBA MEDINA
CONSTRUCTION**

THIS SECOND AMENDMENT TO MASTER AGREEMENT FOR WATER UTILITY TRENCH RESURFACING/ASPHALT PAVING WORK FOR VARIOUS CITY LOCATIONS ON AN AS-NEEDED BASIS ("Second Amendment") is made and entered into this _____ day of _____, 2016, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and BEN'S ASPHALT & MAINTENANCE COMPANY, INC. DBA MEDINA CONSTRUCTION, a California corporation, ("Contractor"), with respect to the following facts:

RECITALS

WHEREAS, on or about May 11, 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"); and

WHEREAS, the Agreement will expire on October 23, 2016, 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, 2019; and

WHEREAS, the 2009 Edition of the "Green book" Standard Specifications for Public Works Construction ("Standard Specifications") will be replaced by the 2012 Edition of Standard Specifications.

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, 2019.~~
2. Section 1.6 of the Agreement will be amended to replace the 2009 Edition of the "Green book" Standard Specifications for Public Works Construction ("Standard Specifications") with the 2012 Edition of the Standard Specifications.

3. All terms and conditions of the Agreement not inconsistent with this Second 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 Second 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

BEN'S ASPHALT & MAINTENANCE
COMPANY, INC. DBA MEDINA
CONSTRUCTION, a California corporation

By: _____
City Manager

By: Jim O'Neill

Attest: _____
City Clerk

JIM O'NEILL GENERAL Mgr
[Name and Title]

APPROVED AS TO FORM:

By: _____

By: Joan Wilson
Assistant City Attorney

[Name and Title]