

**SECOND AMENDMENT TO MASTER AGREEMENT FOR EMERGENCY AND NON-  
EMERGENCY GENERAL CONTRACTOR PANEL (RFP 1522)**

**STILWELL CONSTRUCTION, INC.**

THIS SECOND AMENDMENT TO MASTER AGREEMENT FOR EMERGENCY AND NON-EMERGENCY GENERAL CONTRACTOR PANEL ("Second Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "City," and STILWELL CONSTRUCTION, INC., a California corporation, hereinafter referred to as "Contractor," with respect to the following facts:

**RECITALS**

WHEREAS, on or about November 2, 2015, the City and Contractor entered into a Master Agreement for Emergency and Non-Emergency General Contractor Panel ("Agreement"); and

WHEREAS, on or about June 13, 2017, the City and Contractor entered into a First Amendment to Master Agreement for Emergency and Non-Emergency General Contractor Panel ("First Amendment"); and

WHEREAS, on October 20, 2015, the City Council approved a two (2) year term plus (1) one option to extend by two (2) years; and

WHEREAS, on or about June 13, 2017, City and Contractor entered into a First Amended Agreement whereby the contract price was increased to One Million Dollars and the contract term was extended to June 30, 2019; and

WHEREAS, Contractor has performed pursuant to the Agreement and City is satisfied with Contractor's performance; and

WHEREAS, invoices for the work performed are due to be paid to Contractor; and

WHEREAS, the City and Contractor desire to amend the Contract Price of the Agreement to a not to exceed amount of One Million Six Hundred Twenty-Nine Thousand Six Hundred Nine Dollars and Seventy-Six Cents (\$1,629,609.76) to pay for past-due invoices associated with the Magnolia Main Break.

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

1. Article 3, Section 3.1, "Contract Price," is amended in its entirety to read as follows:

**"Contract Price.** The total contract price for all Specific Work assigned to Contractor shall not exceed One Million Six Hundred Twenty-Nine Thousand Six Hundred Nine Dollars and Seventy-Six Cents (\$1,629,609.76)."

2. All terms and conditions of the Agreement not inconsistent with this First 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 Emergency and Non-Emergency General Contractor Panel to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

STILWELL CONSTRUCTION, INC.,  
a California corporation

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

By: Th. A. Stilwell  
President  
[Name and Title]

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

By: Th. A. Stilwell  
Secretary  
[Name and Title]

Certified as to Availability of Funds:

By: [Signature]  
Chief Financial Officer

APPROVED AS TO FORM:

By: [Signature]  
Senior Deputy City Attorney