

**FIFTH 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 FIFTH AMENDMENT TO MASTER AGREEMENT FOR WATER UTILITY TRENCH RESURFACING/ASPHALT PAVING WORK FOR VARIOUS CITY LOCATIONS ON AN AS-NEEDED BASIS (“Fifth Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, 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 into 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, on or about September 27, 2019, City and Contractor entered into a Third Amendment to Master Agreement for Water Utility Trench Resurfacing/Asphalt Paving Work for Various City Locations on an As-Needed Basis (“Third Amendment”), extending the term to October 23, 2022; and

WHEREAS, on or about September 28, 2022, City and Contractor entered into a Fourth Amendment to Master Agreement for Water Utility Trench Resurfacing/Asphalt Paving Work for Various City Locations on an As-Needed Basis (“Fourth Amendment”), extending the term to October 23, 2025; and

WHEREAS, the Agreement will expire on October 2, 2025, but may, subject to mutual consent, be extended for successive three-year terms; and

WHEREAS, City and Contractor desire to extend the term of the Agreement by three (3) years, to October 23, 2028, and increase the Authorized Not to Exceed Amount to Nine Hundred Fifty Thousand Dollars (\$950,000.00).

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 (3) years, or until October 23, 2028.

2. Section 8.1 is amended in its entirety as follows:

8.1 Contract Price. City shall pay Contractor the Contract Price as indicated on the City's Purchase Order issued by City's Purchasing Manager or his designee ("Purchase Order"), which includes all California sales or use tax and County and City taxes, for the performance of all of the Project Work, the completion of the improvements in strict conformity with the provisions hereof, and the guarantee of the Project Work and improvements for the periods set forth in the Contract Documents ("Contract Price"). **The cost of each Specific Project Contract under this agreement shall not exceed \$950,000.00 or the amount authorized by the Board of Public Utilities for this agreement ("Authorized Not to Exceed Amount") which the Board of Public Utilities may from time to time increase or decrease.**

3. All terms and conditions of this Agreement not inconsistent with this Fifth Amendment shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

**[SIGNATURES ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF, City and Contractor have caused this Fifth 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: Mark Luer  
Mark Luer (Jun 24, 2024 15:38 PDT)  
Print Name: Mark Luer  
Title: President  
(Signature of Board Chair, President, or  
Vice President)

ATTESTED TO:

**and**

By: \_\_\_\_\_  
City Clerk

By: Michael S. Farkas  
Michael S. Farkas (Jun 24, 2024 15:44 PDT)  
Print Name: Michael Farkas  
Title: Secretary  
(Signature of Secretary, Assistant  
Secretary, CFO, Treasurer, or Assistant  
Treasurer)

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By:   
\_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Senior Deputy City Attorney