

**FIFTH 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.

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 BEN'S ASPHALT & MAINTENANCE COMPANY, INC., 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 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 December 7, 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 December 11, 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 30, 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 23, 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 the Agreement not inconsistent herewith, shall remain in full force and effect and are hereby incorporated by reference into this Fifth Amendment as though set forth in full herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto 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 be executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

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

By: _____
Mike Futrell
City Manager

By: Nelson Smith
Nelson Smith (Jul 11, 2024 08:46 PDT)
Print Name: Nelson Smith
Its: President
(Signature of Board Chair, President, or Vice
President)

Attest: _____
Donesia Gause
City Clerk

and

By: John Skeffington
John Skeffington (Jul 11, 2024 10:42 PDT)
Print Name: John Skeffington
Its: CFO
(Signature of Secretary, Assistant Secretary,
CFO, Treasurer, or Assistant Treasurer)

CERTIFIED AS TO AVAILABILITY OF
FUNDS:

By: Kristin
Chief Financial Officer

APPROVED AS TO FORM:

By: Ruthann M. Salera
Ruthann M. Salera
Senior Deputy City Attorney