

**FIRST AMENDMENT TO
MASTER AGREEMENT FOR ASPHALT AND CONCRETE REPAIR SERVICES FOR
PUBLIC UTILITIES DEPARTMENT, WATER DIVISION AT VARIOUS CITY
LOCATIONS, ON AN AS-NEEDED BASIS**

HARDY & HARPER, INC.

This FIRST AMENDMENT TO MASTER AGREEMENT FOR ASPHALT AND CONCRETE REPAIR SERVICES FOR PUBLIC UTILITIES DEPARTMENT, WATER DIVISION AT VARIOUS CITY LOCATIONS, ON AN AS-NEEDED BASIS ("First Amendment"), is made and entered into this ____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and HARDY & HARPER, INC., a California corporation ("Contractor"), in accordance with the following facts:

RECITALS

WHEREAS, on July 10, 2024, the City and Contractor entered into a Master Agreement for Asphalt and Concrete Repair Services for Public Utilities Department, Water Division at Various City Locations, on an As-Needed Basis ("Master Agreement"); and

WHEREAS, the term of the Master Agreement is set to expire on July 2, 2027; and

WHEREAS, the City and Contractor desire to amend the Master Agreement to extend the term of the Agreement for one (1) additional year, through June 30, 2028, with the option to extend for one (1) additional two (2)-year term; and

WHEREAS, the City and Contractor desire to increase compensation to Four Million Dollars (\$4,000,000.00) per fiscal year.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein to the Master Agreement, the parties hereto mutually agree to the following amendment to the Agreement:

1. Section 4, Termination Date, is hereby amended to extend the term of the Agreement for one (1) additional year, through June 30, 2028, with the option to extend for one (1) additional two (2)-year term.

2. Section 8.1, Contract Price, is hereby amended to read:

"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

cumulative compensation for all Specific Project Work under this agreement shall not exceed Four Million Dollars (\$4,000,000.00) per fiscal year ("Authorized Not to Exceed Amount")."

3. All other terms and conditions of the Master Agreement not inconsistent with the terms of this First Amendment shall remain in full force and effect as if fully set forth herein.


[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Master Agreement for Asphalt and Concrete Repair Services for Public Utilities Department, Water Division at Various City Locations, on an As-Needed Basis, to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

HARDY & HARPER, INC.,
a California corporation

By: _____
City Manager

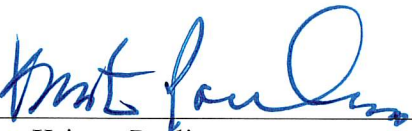
By:  _____
Name: Michael Amundson
Title: Vice President
(Signature of Board Chair, President, or
Vice President)

Attest: _____
City Clerk

Certified as to Availability of Funds:

and

By: _____
Chief Financial Officer

By:  _____
Name: Kristen Paulino
Title: Corporate Secretary
(Signature of Secretary, Assistant
Secretary, CFO, Treasurer, or Assistant
Treasurer)

Approved as to Form:

By:  _____
Deputy City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On July 25, 2025 before me, Morgan E. Churnock, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Michael Amundson and Kristen Paulino
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Morgan E. Churnock
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Amundson

☒ Corporate Officer — Title(s): Vice President

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Hardy & Harper, Inc.

Signer's Name: Kristen Paulino

☒ Corporate Officer — Title(s): Corporate Secretary

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Hardy & Harper, Inc.



Fidelity and Deposit Company of Maryland

Bond No. 7672246

RIDER

To be attached to and form a part of Performance and Payment Bond No. 7672246 dated the 24th day of May, 2024 issued by the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, on behalf of Hardy & Harper, Inc., as Principal, in the penal sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00), and in favor of City of Riverside.

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

The bond penalty will increase from: \$1,500,000.00

to: \$4,000,000.00

The expiration date of this bond is being extended to June 30th, 2028.

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 25th day of July, 2025.

Signed, sealed and dated this 25th day of July, 2025.

ATTEST:

Hardy & Harper, Inc.

Principal

By: 

MICHAEL AMUNDSON, VICE PRESIDENT

ACCEPTED:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: 

Adrian Langrell, Attorney-in-Fact

APPROVED AS TO FORM

BY: 

Deputy City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)On July 28, 2025 before me, Morgan E. Churnock, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Michael Amundson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Morgan E. Churnock
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Michael Amundson☒ Corporate Officer — Title(s): Vice President☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Hardy & Harper, Inc.

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

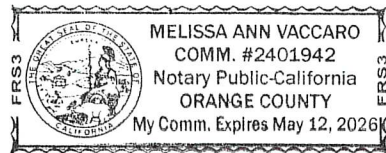
On July 25th, 2025 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Adrian Langrell,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25th day of July, 2025.



A handwritten signature in cursive script, reading 'Mary Jean Pethick', is written over a horizontal line.

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL, Magdalena R. WOLFE of Orange, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 20th day of February, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

Christopher Nolan

By: *Christopher Nolan*
 Vice President

Dawn E. Brown

By: *Dawn E. Brown*
 Secretary

**State of Maryland
 County of Baltimore**

On this 20 th day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

Genevieve M. Maison
 Notary Public
 My Commission Expires January 27, 2029

