

FIRST AMENDMENT TO AGREEMENT FOR CONSTRUCTION

J.B. BOSTICK COMPANY INC.

[PARKING LOTS REPAIRS AND SLURRY SEAL]

This FIRST AMENDMENT TO AGREEMENT FOR CONSTRUCTION (“First Amendment”) is made and entered into this 26th day of ~~November~~, 2024, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and J.B. BOSTICK COMPANY INC., a California corporation, 2870 East La Cresta, Anaheim, CA 92806, State Contractor’s License No. 341573 (“Contractor”), with respect to the following:

RECITALS

WHEREAS, on August 26, 2024, City and Contractor entered into that certain Agreement for Construction (“Agreement”) for the Parking Lots Repairs and Slurry Seal, which is covered in the Contractor’s Proposal (the “Work”); and

WHEREAS, it is anticipated that the City will be transferring previously allocated ARPA funds from the City-wide Park Improvements – Playground Projects; and

WHEREAS, the City desires to allocate a portion of these ARPA funds for parking lot repairs; and

WHEREAS, Contractor agrees to perform the additional parking lot repair additives beyond the original scope of the Work; and

WHEREAS, Section 2.1 of the Agreement, **Contract Price**, states that City shall pay Contractor the Contract Price of Eight Hundred Ninety-Three Thousand Dollars (\$893,000.00); and

WHEREAS, Section 2.2. of the Agreement, **Changes to the Contract Price**, states that Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by City; and

WHEREAS, City and Contractor desire by this First Amendment to increase the Contract Price by Four Hundred Sixteen Thousand Six Hundred Eighteen Dollars (\$416,618.00), for a total not to exceed amount of One Million Three Hundred Nine Thousand Six Hundred Eighteen Dollars (\$1,309,618.00), for payment of the additional work, and any other work that may be required that is not foreseeable at this time, to fully perform the Work. The Work shall be performed according to the additional quotes submitted by Contractor, which shall be attached to this First Amendment and made a part of the Contractor’s Proposal.

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

1. The first paragraph of Section 2.1 of the Agreement, **Contract Price**, is hereby revised to state:

“2.1 **Contract Price.** City shall pay Contractor the Contract Price an amount not-to-exceed One Million Three Hundred Nine Thousand Six Hundred Eighteen Dollars (\$1,309,618.00), which includes all California sales or use tax and County and City taxes, in consideration for the Contractor’s full, complete and timely performance of all of the Work required by the Contract Documents. The Contract Price includes any Alternative/Additive Bid Items which were awarded with the Contract.”

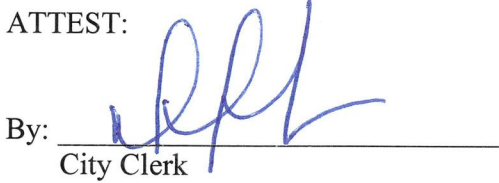
2. Contractor’s additional quote submitted for the additional work referenced above is attached hereto as **Exhibit B-1**, and City and Contractor agree that the quote shall hereby be made and considered a part of Contractor’s Proposal and constitute Work under the Agreement.
3. All other terms and conditions of the Agreement not inconsistent with 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 Agreement for Construction to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a charter city and municipal corporation,

By: 
City Manager

ATTEST:
By: 
City Clerk

J.B. BOSTICK COMPANY INC.,
a California corporation

By: 

Printed Name: ANTHONY IMFELD

Title: CHIEF FINANCIAL OFFICER

By: 

Printed Name: CARL BOSTICK

Title: SECRETARY

Certified as to funds availability:

By: 
Chief Financial Officer

APPROVED AS TO FORM:

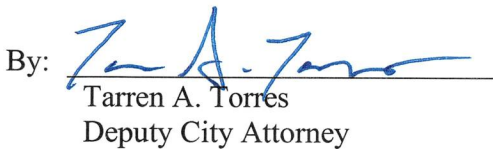
By: 
Tarren A. Torres
Deputy City Attorney

Exhibit "B-1"

Additional Work

EXHIBIT "B-1"

Bidder Details

Vendor Name JB Bostick Co
Address 2870 E La Cresta
Anaheim, California 92806
United States
Respondee Gregory Beckner
Respondee Title Project Manager
Phone 171-448-8089
Email greg@jbbostick.com
Vendor Type
License #
CADIR

Bid Detail

Bid Format Electronic
Submitted 02/20/2024 2:54 PM (PST)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 363333

Respondee Comment

Buyer Comment

Attachments

File Title	FileName	FileType
RiversideBid Docs.pdf	RiversideBid Docs.pdf	General Attachment
Bond.pdf	Bond.pdf	Bid Bond

Subcontractors

Showing 2 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Falcon Striping 260 Glider Circle Corona, California 92880	Re-Striping and Truncated Dome Installation	991209	1000711671	\$298,000.00	CADIR
Road Works, Inc. 303 Short Street Pomona Pomona, California 91768	Hot Rubberized Crack Fill	561431	1000002011	\$75,000.00	CADIR

Line Items

Discount Terms No Discount

Item #	Item Code	Type	ItemDescription	UOM	QTY	UnitPrice	LineTotal	Response	Comment
Base Bid Item I-A: Orange Terrace Parking Lots							\$100,500.00		
1	1.01		Mobilization	LS	1	\$1,000.00	\$1,000.00	Yes	
2	1.02		Clear / Grub/ Demolition/ Salvage	LS	1	\$1,000.00	\$1,000.00	Yes	
3	1.03		Temporary Fencing	LS	1	\$500.00	\$500.00	Yes	
4	1.04		Site Prep (Cleaning patching, weed kill, etc.)	LS	1	\$35,000.00	\$35,000.00	Yes	
5	1.05		Hot Rubberized Crack Seal	LS	1	\$10,000.00	\$10,000.00	Yes	
6	1.06		Milland Overlay 1.5" AC	LS	1	\$10,000.00	\$10,000.00	Yes	
7	1.07		Milland Overlay 2" AC	LS	1	\$12,000.00	\$12,000.00	Yes	
8	1.08		Remove and Replace 4" AC	LS	1	\$4,000.00	\$4,000.00	Yes	
9	1.09		Furnish and Install 4' Long Wheel Stop	LS	1	\$500.00	\$500.00	Yes	
10	1.10		Parking Lot Striping	LS	1	\$24,000.00	\$24,000.00	Yes	
11	1.11		Curb Painting	LS	1	\$2,500.00	\$2,500.00	Yes	
Base Bid Item I-B: Ryan Bonamino Parking Lot							\$231,500.00		
12	2.01		Mobilization	LS	1	\$1,500.00	\$1,500.00	Yes	
13	2.02		Clear / Grub/ Demolition/ Salvage	LS	1	\$1,500.00	\$1,500.00	Yes	
14	2.03		Temporary Fencing	LS	1	\$500.00	\$500.00	Yes	
15	2.04		Site Prep (Cleaning patching, weed kill, etc.)	LS	1	\$32,000.00	\$32,000.00	Yes	
16	2.05		Hot Rubberized Crack Seal	LS	1	\$10,000.00	\$10,000.00	Yes	
17	2.06		Milland Overlay 1.5" AC	LS	1	\$87,000.00	\$87,000.00	Yes	
18	2.07		Milland Overlay 2" AC	LS	1	\$46,000.00	\$46,000.00	Yes	
19	2.08		Remove and Replace 4" AC	LS	1	\$30,000.00	\$30,000.00	Yes	
20	2.09		Furnish and Install 4' Long Wheel Stop	LS	1	\$500.00	\$500.00	Yes	
21	2.10		Parking Lot Striping	LS	1	\$21,000.00	\$21,000.00	Yes	
22	2.11		Curb Painting	LS	1	\$1,500.00	\$1,500.00	Yes	
Base Bid Item I-C La Sierra Parking Lot							\$238,500.00		
23	3.01		Mobilization	LS	1	\$1,500.00	\$1,500.00	Yes	
24	3.02		Clear / Grub/ Demolition/ Salvage	LS	1	\$1,500.00	\$1,500.00	Yes	
25	3.03		Temporary Fencing	LS	1	\$500.00	\$500.00	Yes	
26	3.04		Site Prep (Cleaning patching, weed kill, etc.)	LS	1	\$28,000.00	\$28,000.00	Yes	
27	3.05		Hot Rubberized Crack Seal	LS	1	\$10,000.00	\$10,000.00	Yes	
28	3.06		Milland Overlay 1.5" AC	LS	1	\$10,000.00	\$10,000.00	Yes	
29	3.07		Milland Overlay 2" AC	LS	1	\$55,000.00	\$55,000.00	Yes	
30	3.08		Remove and Replace 4" AC	LS	1	\$110,000.00	\$110,000.00	Yes	
31	3.09		Furnish and Install 4' Long Wheel Stop	LS	1	\$500.00	\$500.00	Yes	
32	3.10		Parking Lot Striping	LS	1	\$20,000.00	\$20,000.00	Yes	
33	3.11		Curb Painting	LS	1	\$1,500.00	\$1,500.00	Yes	
Base Bid Item I-D: Reid Parking Lots							\$148,500.00		
34	4.01		Mobilization	LS	1	\$1,500.00	\$1,500.00	Yes	
35	4.02		Clear / Grub/ Demolition/ Salvage	LS	1	\$1,500.00	\$1,500.00	Yes	
36	4.03		Temporary Fencing	LS	1	\$500.00	\$500.00	Yes	
37	4.04		Site Prep (Cleaning patching, weed kill, etc.)	LS	1	\$35,000.00	\$35,000.00	Yes	
38	4.05		Hot Rubberized Crack Seal	LS	1	\$10,000.00	\$10,000.00	Yes	
39	4.06		Milland Overlay 1.5" AC	LS	1	\$72,000.00	\$72,000.00	Yes	
40	4.07		Milland Overlay 2" AC	LS	1	\$0.00	\$0.00	Yes	
41	4.08		Remove and Replace 4" AC	LS	1	\$0.00	\$0.00	Yes	
42	4.09		Furnish and Install 4' Long Wheel Stop	LS	1	\$500.00	\$500.00	Yes	
43	4.10		Parking Lot Striping	LS	1	\$26,000.00	\$26,000.00	Yes	
44	4.11		Curb Painting	LS	1	\$1,500.00	\$1,500.00	Yes	
Base Bid Item I-E: Janet Goeske Center Parking Lot							\$86,500.00		
45	5.01		Mobilization	LS	1	\$1,500.00	\$1,500.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	UnitPrice	LineTotal	Response	Comment
46	5.02		Clear / Grub/Demolition/Salvage	LS	1	\$1,500.00	\$1,500.00	Yes	
47	5.03		Temporary Fencing	LS	1	\$500.00	\$500.00	Yes	
48	5.04		Site Prep (Cleaning patching, weed kill, etc.)	LS	1	\$23,000.00	\$23,000.00	Yes	
49	5.05		HotRubberized Crack Seal	LS	1	\$10,000.00	\$10,000.00	Yes	
50	5.06		Milland Overlay 1.5" AC	LS	1	\$28,000.00	\$28,000.00	Yes	
51	5.07		Milland Overlay 2" AC	LS	1	\$0.00	\$0.00	Yes	
52	5.08		Remove and Replace 4" AC	LS	1	\$0.00	\$0.00	Yes	
53	5.09		Furnishand Install 4' Long Wheel Stop	LS	1	\$500.00	\$500.00	Yes	
54	5.10		Parking Lot Striping	LS	1	\$20,000.00	\$20,000.00	Yes	
55	5.11		CurbPainting	LS	1	\$1,500.00	\$1,500.00	Yes	
Base Bid Item I-F: Bryant Park Parking Lots							\$87,500.00		
56	6.01		Mobilization	LS	1	\$1,500.00	\$1,500.00	Yes	
57	6.02		Clear / Grub/Demolition/Salvage	LS	1	\$1,500.00	\$1,500.00	Yes	
58	6.03		Temporary Fencing	LS	1	\$500.00	\$500.00	Yes	
59	6.04		Site Prep (Cleaning patching, weed kill, etc.)	LS	1	\$20,000.00	\$20,000.00	Yes	
60	6.05		HotRubberized Crack Seal	LS	1	\$10,000.00	\$10,000.00	Yes	
61	6.06		Milland Overlay 1.5" AC	LS	1	\$42,000.00	\$42,000.00	Yes	
62	6.07		Milland Overlay 2" AC	LS	1	\$0.00	\$0.00	Yes	
63	6.08		Remove and Replace 4" AC	LS	1	\$0.00	\$0.00	Yes	
64	6.09		Furnishand Install 4' Long Wheel Stop	LS	1	\$500.00	\$500.00	Yes	
65	6.10		Parking Lot Striping	LS	1	\$10,000.00	\$10,000.00	Yes	
66	6.11		CurbPainting	LS	1	\$1,500.00	\$1,500.00	Yes	
Add'l Item I-A: Fairmount Park Parking Lots Repair and Slurry Seal							\$309,500.00	\$288,768.00	
67	8.01		Mobilization	LS	1	\$2,500.00	\$2,500.00	Yes	
68	8.02		Clear / Grub/Demolition/Salvage	LS	1	\$2,500.00	\$2,500.00	Yes	
69	8.03		Temporary Fencing	LS	1	\$1,000.00	\$1,000.00	Yes	
70	8.04		Site Prep (Cleaning patching, weed kill, etc.)	LS	1	\$61,000.00 \$46,268.00	\$61,000.00 \$46,268.00	Yes	
71	8.05		HotRubberized Crack Seal	LS	1	\$15,000.00	\$15,000.00	Yes	
72	8.06		Overlay 1.5" AC	LS	1	\$137,000.00	\$137,000.00	Yes	
73	8.07		Milland Overlay 2" AC	LS	1	\$0.00	\$0.00	Yes	
74	8.08		Remove and Replace 4" AC	LS	1	\$0.00	\$0.00	Yes	
75	8.09		Furnishand Install 4' Long Wheel Stop	LS	1	\$1,000.00	\$1,000.00	Yes	
76	8.10		Parking Lot Striping	LS	1	\$35,000.00	\$35,000.00	Yes	
77	8.11		CurbPainting	LS	1	\$3,500.00	\$3,500.00	Yes	
78	8.12		Install ADA Truncate Dome Tile	LS	1	\$45,000.00	\$45,000.00	Yes	
Add'l Item II-B: ADA Truncated Dome Tile Installation							\$148,000.00	\$127,850.00	
79	9.01		Mobilization	LS	1	\$2,500.00	\$2,500.00	Yes	
80	9.02		Clear / Grub/Demolition/Salvage	LS	1	\$2,500.00	\$2,500.00	Yes	
81	9.03		Install ADA Truncated Dome Tiles	LS	1	\$148,000.00 \$122,850	\$148,000.00 \$122,850	Yes	

Line Item Subtotals

Section Title	Line Total
Base Bid Item I-A: Orange Terrace Parking Lots	\$100,500.00
Base Bid Item I-B: Ryan Bonaminio Parking Lot	\$231,500.00
Base Bid Item I-C La Sierra Parking Lot	\$238,500.00
Base Bid Item I-D: Reid Parking Lots	\$148,500.00
Base Bid Item I-E: Janet Goeske Center Parking Lot	\$86,500.00
Base Bid Item I-F: Bryant Park Parking Lots	\$87,500.00
Additive Item I-A: Falmount Park Parking Lots Repair and Slurry Seal	\$303,500.00 \$288,768.00
Additive Item I-B: ADA Truncated Dome Tile Installation	\$145,000.00 \$127,850.00
Grand Total:	\$1,341,500.00
	\$1,309,618.00

INCREASE PENALTY RIDER

To be attached and form a part of Bond No. TIC107010 dated the 23rd Day of May, 2024, executed by Trisura Insurance Company as surety, on behalf of JB Bostick Company, Inc. as current principal of record, and in favor of City of Riverside, as Obligee for Parking Lots Repairs and Slurry Seal - Orange Terrace Park, Ryan Bonamino Park, La Sierra Park, Reid Park, Janet Goeske Center, Bryant Park, and Fairmount Park - bond increase per First Amendment to the contract, and in the amount of Eight Hundred Ninety Three Thousand Dollars and 00/100 (\$893,000.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Trisura Insurance Company hereby consents that effective from the 26th Day of August, 2024, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED:


FROM: Eight Hundred Ninety Three Thousand Dollars and 00/100 (\$893,000.00)

TO: One Million Three Hundred Nine Thousand Six Hundred Eighteen Dollars and 00/100 (\$1,309,618.00)

The INCREASE of said bond penalty shall be effective as of the 26th Day of August, 2024, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 16th Day of September, 2024

BY  JB Bostick Company, Inc.
PRINCIPAL

BY  Trisura Insurance Company
SURETY
Margareta T. Thorsen, ATTORNEY-IN-FACT

THE ABOVE BOND IS HEREBY AGREED TO AND ACCEPTED BY:

APPROVED AS TO FORM

City of Riverside
OBLIGEE

BY: 
Deputy City Attorney

BY  SECRETARY
TITLE

CALIFORNIA ALL-PURPOSE 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 Sacramento }

On 9/16/24 before me, Sandra R. Black, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Margareta T. Thorsen

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

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another 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: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____



2 Stamford Plaza
Suite 1504, 281 Tresser Boulevard
Stamford, Connecticut 06901
us.surety@trisura.com

POWER OF ATTORNEY

Bond Number: TIC107010
Bond issuance date: September 16, 2024

KNOW ALL MEN BY THESE PRESENTS: That **TRISURA INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Oklahoma, authorized to conduct a surety business, and having its principal place of business at 2 Stamford Plaza, Suite 1504, Tresser Boulevard, Stamford, Connecticut 06901, does hereby constitute and appoint:

Margareta T. Thorsen


their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **TRISURA INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **TRISURA INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **TRISURA INSURANCE COMPANY** at a meeting duly held on the 11th day of **December, 2020**.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **TRISURA INSURANCE COMPANY** have each executed and attested these presents
on this 25th day of February, 2022.

STATE OF Connecticut
County of Fairfield


George James, Chief Underwriting Officer, Surety



On this 25th day of February, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **TRISURA INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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

SERENA I. SZEKELY Serena I Szekely seal
Notary Public, State of Connecticut
My Commission Expires 10/31/2026
My Commission Expires: 10/31/2026, a Notary Public of Connecticut

CERTIFICATION

I, the undersigned officer of **TRISURA INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,


Richard Grant, Vice President, U.S. Surety

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: us.surety@trisura.com