

ORIGINAL

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this _____ day of _____, 2015, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **ROSAS BROTHERS CONSTRUCTION**, a California corporation, whose address is **4731 Coliseum Way, Oakland, CA 94601**, (hereinafter called the "Contractor"), in reference to the following:

RECITALS:

- A. On September 2, 2014, an agreement was entered into by and between City and Contractor (hereinafter "Agreement") for Repair of Portland Cement Concrete Sidewalk, Curb, Gutter, Driveway, & Minor Street Patching, Fiscal Year 2014/2015, Phase 15, No. P.W. 05-14-20.
- B. The City Council at its December 2, 2014 meeting allocated \$450,000 for additional sidewalk repairs.
- C. City and Contractor desire to modify the Agreement by increasing the scope of work to include additional sidewalk repair and increase the contract amount on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

- 1. Item 2, SERVICES TO BE PERFORMED, Page 1, of the Agreement is modified to add the following paragraph:

"Contractor agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A1, which is attached hereto and incorporated herein by this reference. The Contractor acknowledges that the work plan included in Exhibit A1 is tentative and does not commit the City to request Contractor to perform all tasks included therein."

- 2. Item 3, COMPENSATION TO CONTRACTOR, Page 1, Paragraph 1 of the Agreement is modified to add the following:

"Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Exhibit A1, which is attached hereto and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City, to be taken from CIP 9820214."

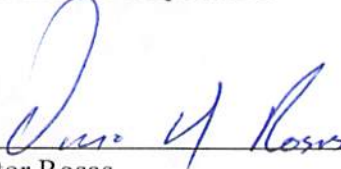
3. Item 3, COMPENSATION TO CONTRACTOR, Page 2, Paragraph 4 of the Agreement is modified to add the following:

“Total Compensation under this First Amendment to Agreement shall not exceed \$450,000.”

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.


ROSAS BROTHERS CONSTRUCTION
A California Corporation



Victor Rosas
President

CITY OF ALAMEDA
A Municipal Corporation

John A. Russo
City Manager




Jose Humberto Rosas
Secretary/Treasurer

RECOMMENDED FOR APPROVAL



Robert G. Haun
Public Works Director

APPROVED AS TO FORM:
City Attorney



Andrico Penick
Assistant City Attorney

1/12/15

EXHIBIT A1
Repair of Portland Cement Concrete Sidewalk, Curb, Gutter, and Minor Street Patching
FY 2014/2015, Phase 15
No. P.W. 05-14-20

Bid Item	Item Description	Quantity	Unit	Unit Price	Amount
1	3" Thick PCC Sidewalk	46,200	SF	\$ 8.10	\$ 374,220.00
2	Standard Concrete Curb	800	LF	\$ 26.00	\$ 20,800.00
3	8" Thick PCC Gutter	700	SF	\$ 12.50	\$ 8,750.00
4	4" Thick PCC Residential Driveway	2,100	SF	\$ 9.25	\$ 19,425.00
5	6" Thick PCC Commercial Driveway	200	SF	\$ 13.00	\$ 2,600.00
6	Concrete Sawing	1,184	LF	\$ 2.75	\$ 3,256.00
7	AC Removal/Replace w/ PCC Pavement Base and Street Paving	1,000	SF	\$ 10.00	\$ 10,000.00
8	3" Thick Drainrock	850	SF	\$ 1.50	\$ 1,275.00
9	Filter Fabric	1,199	SF	\$ 0.75	\$ 899.25
10	Herbicidal Geofabrics	1,200	SF	\$ 0.75	\$ 900.00
11	PVC Conduit under Sidewalk	180	LF	\$ 12.00	\$ 2,160.00
12	3" Thick Landscape Topsoil	620	SF	\$ 2.25	\$ 1,395.00
13	3" Thick Landscape Gravel (Yuba Rock)	60	SF	\$ 4.00	\$ 240.00
14	2" Temporary Sidewalk (PCC)	600	SF	\$ 6.00	\$ 3,600.00
15	Red Curb Painting	24	LF	\$ 20.00	\$ 480.00
	Total (Rounded to nearest dollar)				\$ 450,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

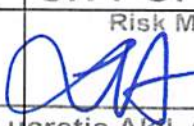
PRODUCER GIB INSURANCE BROKERS INC 1505 Monument Blvd Concord, CA 94520-4201 CA DOI # 0G83974		CONTACT NAME: Beatriz Reyes PHONE (A/C, No, Ext): (925) 429-5157 FAX (A/C, No): (925) 602-1901 E-MAIL ADDRESS: beatrizr@gibins.com																						
INSURED ROSAS BROTHERS CONSTRUCTION P. O. BOX 7862 OAKLAND, CA 94601 1-510-534-1077		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr></thead><tbody><tr><td>INSURER A:</td><td>FIRST MERCURY INSURANCE COMPANY</td><td></td></tr><tr><td>INSURER B:</td><td>AMERICAN INTERNATIONAL GROUP</td><td></td></tr><tr><td>INSURER C:</td><td>CYPRESS INSURANCE COMPANY</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A:	FIRST MERCURY INSURANCE COMPANY		INSURER B:	AMERICAN INTERNATIONAL GROUP		INSURER C:	CYPRESS INSURANCE COMPANY		INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDE INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	Y	WA-CGL-0000018774-03 CITY OF ALAMEDA Risk Management  Date 1-12-15 Lucretia Akil, City Risk Manager	10/13/14	10/13/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/ AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B				BE 064059849	10/13/14	10/13/15	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			3300063897-141	03/01/14	03/01/15	<input checked="" type="checkbox"/> WC STATUS- TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: NO.P.W. 05-14-20, REPAIR OF PORTLAND CEMENT CONCRETE SIDEWALK, CURB, GUTTER, DRIVEWAY AND MINOR STREET PARCHING; THE CITY OF ALAMEDA, ITS CITY COUNCIL, BOARDS AND COMMISSIONS, OFFICERS, EMPLOYEES & VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED PER ENDORSEMENT ATTACHED. PRIMARY AND A WAIVER OF SUBROGATION APPLY PER ENDORSEMENT ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

CITY OF ALAMEDA
PUBLIC WORKS DEPARTMENT
ALAMEDA POINT, BUILDING 1
950 WEST MALL SQUARE, ROOM 110
ALAMEDA, CA 94501-7558

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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POLICY NUMBER: 22

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
OK. As required by written contract signed by both parties prior to the loss.	Coverage under this endorsement applies only to "Commercial Construction". "Commercial Construction" means all construction activity that is not "Residential Construction". "Residential Construction" means all construction activity performed on townhouses, condominiums, cooperatives, duplexes, triplexes, fourplexes, and single-family detached housing that is intended to be, will be, or is maintained or sold for the purpose of being used by natural persons as a dwelling, and includes any associated improvements to real property, infrastructure improvements, grading, excavating, utility work, road paving, curb, or sidewalk work.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

To the extent that this insurance is afforded to any additional insured under this policy, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, is deleted in its entirety and replaced with the following condition:

4. Other Insurance

If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by written contract signed by both parties, to provide insurance that is primary and non-contributory, and the "insured contract" is executed prior to any loss. Where required by a written contract signed by both parties, this insurance will be primary and non-contributing only when and to the extent as required by that contract.

However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective 10/13/14



Policy No. WACGL0000018774-03 Endorsement No.

Named Insured Rosas Brothers Construction

Countersigned by _____

FMIC-GL-1002(10/2012)

CITY OF ALAMEDA
Risk Management

Date

1-12-15

Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Person or Organization: As Required By Written Contract Signed By Both Parties Prior to the Loss.

Effective Date: The later of the effective date of this policy or the date of this policy or the date on which "your work" first started on the applicable project to which this endorsement applies, but in no event later than the policy expiration date or applicable earlier termination date of this policy.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations.

This endorsement applies only:

1. to ongoing operations performed by the Named Insured for the person or organization named above on or after the effective date of this endorsement; and
2. when you and such person or organization have agreed in writing in a contract or agreement entered into prior to the loss or occurrence that such right of recovery is waived; and
3. when the "suit" for damages against the person or organization in the Schedule is based on the Named Insured's sole negligence.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of persons or organizations named above:

1. "Professional services";
2. Modifying or changing specifications without the express written consent of the Named Insured; or
3. Any activities beyond the scope of monitoring the progress of the Named Insured.

For the purposes of this endorsement, "professional services" includes but is not limited to the following:

1. Preparing, approving, recommending, or failing to prepare, approve, or recommend maps, drawings, opinions, reports, surveys, change orders, designs, specifications, hazard assessment plans, response actions, abatement methods or products, air monitoring plans, or insurance requirements;
2. Supervisory, inspection, training, or engineering services; and/or
3. Monitoring, testing, analysis, legal, accounting, architectural, medical, processing, consulting, or advisory services.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective

?

Policy No.

?

Endorsement No.

Named Insured

FMIC-GL-2490(10/2013)

Countersigned by _____

CITY OF ALAMEDA

Risk Management



Date

1-12-15

Lucretia Akil, City Risk Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2014

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PRODUCER Fernando Valenzuela, Agent Lic#0759747 State Farm Insurance 1236 30th Ave Oakland, CA 94601	CONTACT NAME: Heather Swing PHONE (A/C No. Ext.): (510)533-9712 FAX (A/C No.): (510)533-9785 E-MAIL: Heather.Swing@statefarm.com ADDRESS: Heather.Swing@statefarm.com
INSURED ROSAS BROTHERS CONSTRUCTION P.O. BOX 7862 OAKLAND, CA 94601	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm General Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADOL SUBR INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC <input type="checkbox"/>					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALLOWED AUTOS <input checked="" type="checkbox"/> HIRE AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	075 6808-E20-05B	05/20/2014	05/20/2015	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CITY OF ALAMEDA, ITS CITY COUNCIL, BOARDS AND COMMISSIONS, OFFICERS, EMPLOYEES & VOLUNTEERS ARE ADDITIONAL INSURED FOR WORK DONE ON THEIR BEHALF BY THE NAMED INSURED.
RE: REPAIR OF PORTLAND CEMENT CONCRETE SIDEWALK, CURB, GUTTER, DRIVEWAY AND MINOR STREET PATCHING, FISCAL YEAR 2014/2015
PHASE 15. JOB NO.: P.W. 05-14-20
10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM APPLIES TO POLICIES.

CERTIFICATE HOLDER

CANCELLATION

CITY OF ALAMEDA
PUBLIC WORKS DEPARTMENT
950 WEST MALL SQUARE, ROOM 110
ALAMEDA, CA 94501-7558

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

7

6028AU ADDITIONAL INSURED
(Prior Notice of Termination)

This endorsement is a part of *your* policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this endorsement. It is effective at the same time as *your* policy unless a different effective date is specified by us in writing.

It is agreed that **LIABILITY — COVERAGE A** of *your* policy is extended to the party named on the declarations page as an Additional Insured. The Additional Insured is subject to the provisions of the policy granting coverage to an *Insured* other than *you*. The Additional Insured:

1. has the same right of recovery under this policy as before;
2. is not liable for any premium or other expense under this policy;
3. is not a member of the State Farm Mutual Automobile Insurance Company of Bloomington, Illinois.


This policy will not be changed or terminated as to the interest of the Additional Insured unless we give such insured notice. The number of days notice we will give is ten unless another number is shown on the declarations page.

Additional Insured:

CITY OF ALAMEDA
PUBLIC WORKS DEPARTMENT
950 WEST MALL SQUARE, ROOM 110
ALAMEDA, CA 94501-7558

- ☒ **Primary Insurance.** The Insurance provided to the Additional Insured shown above shall be primary Insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to Coverage provided to you.

All other policy provisions apply.

CITY OF ALAMEDA
Risk Management

Date 7-24-14
Lucretia Akil, City Risk Manager



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

RIDER

TO BE ATTACHED TO AND FORM PART OF POLICY NO. SSB0420010

It is hereby mutually agreed and understood by the Principal,

Rosas Brothers Construction

4731 Coliseum Way

Oakland, CA 94601

and **RLI Insurance Company** that the

Bond Penalty

on

Performance & Payments Bonds

(Identify item(s) to be changed)

on this policy has/have been changed to the following:

INCREASED

FROM: (\$570,185.00) Five hundred seventy thousand one hundred eighty five & NO/100ths

TO: (\$1,020,185.00) One million twenty thousand one hundred eighty five & NO/100ths

Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the policy, except as set forth above.

This Rider becomes effective on December 22, 2014, at twelve and one minute o'clock a.m., Standard Time.

Signed this 22nd day of December, 2014.

CITY OF ALAMEDA
Risk Management

Lucretia Akil Date 1-12-15
Lucretia Akil, City Risk Manager

*Mosas Bros. Construction
First Amendment Agreement
From: \$570,185 to
\$1,020,185.00*

RLI Insurance Company

By Jocelyn Y. Quirt
Jocelyn Y. Quirt

Attorney in Fact

SECRET

CONFIDENTIAL

1. [Illegible text]

2. [Illegible text]

3. [Illegible text]

4. [Illegible text]

5. [Illegible text]

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34. [Illegible text]

35. [Illegible text]



ACKNOWLEDGMENT

State of California
County of Calaveras

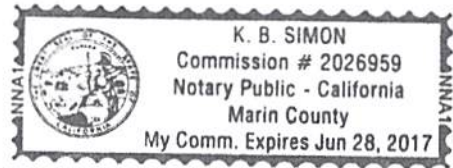
On December 22, 2014 before me, K. B. Simon, Notary Public
(insert name and title of the officer)

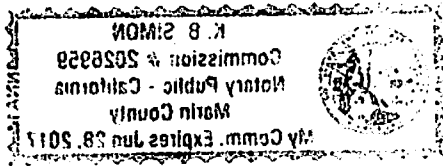
personally appeared Jocelyn Y. Quirt
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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  (Seal)







P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company**, a Illinois corporation, and/or **Contractors Bonding and Insurance Company**, a Washington corporation (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Jocelyn Y. Quirt

in the City of Valley Springs, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of March, 2014.

State of Illinois
County of Peoria

} SS



RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die

Vice President

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, and/or **Contractors Bonding and Insurance Company**, a Washington corporation, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 22nd day of December, 2014.

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die

Vice President

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



