



City of Alameda, California

August 14, 2019

Ivan Werblow, Vice President
Dream Ride Elevator
4780 East Second Street
Benicia, CA 94510

Re: Second Amendment to Service Provider Agreement for Full Service Elevator Maintenance
and Repair City-Wide

Dear Mr. Werblow:

Enclosed please find your fully executed original Second Amendment to Service Provider Agreement for the above-referenced project for your records. If you have any further questions or comments, please call me at 510-747-7925.

Sincerely,

A handwritten signature in blue ink that reads "Gail Carlson". The signature is fluid and cursive.

Gail Carlson
Executive Assistant

GC:gc

enc.

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SECOND AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 1st day of July, 2019, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **DREAM RIDE ENGINEERING, INC. dba DREAM RIDE ENGINEERING LEVATORS**, a California corporation, whose address is **4780 EAST SECOND STREET, BENICIA, CALIFORNIA 94510**, (hereinafter "Provider"), is made with reference to the following:

RECITALS:

- A. On September 6, 2017, an agreement was entered into by and between City and Provider (hereinafter "Agreement"), in an amount not to exceed \$20,680.
- B. On July 1, 2018, a First Amendment to Agreement was entered into by and between City and Provider (hereinafter "First Amendment to Agreement"), in an amount not to exceed \$20,248.89.
- C. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

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

- 1. Paragraph 1, TERM, of the Agreement is modified to read as follows: The term of this Agreement shall commence on the 6th day of September, 2017, and shall terminate on the 30th day of June, 2022, unless terminated earlier as set forth herein.
- 2. Paragraph 3b, COMPENSATION TO PROVIDER, of the Agreement is modified to read as follows: Compensation for the work to be done in the Second Amendment to Agreement shall not exceed \$66,789.13 with \$21,536 encumbered for FY19-20, \$21,966 for FY20-21 and \$22,406 for FY21-22. Total compensation for work to be done under this Agreement, shall not exceed \$107,718.02.
- 3. 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.

Signatures on following page

DREAM RIDE ENGINEERING, INC. dba
DREAM RIDE ENGINEERING ELEVATORS

A California Corporation



Ivan Werblow
Vice-President

CITY OF ALAMEDA
A Municipal Corporation

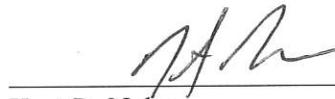


Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL

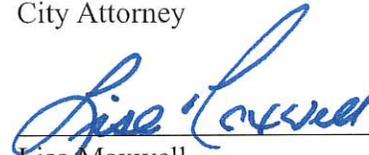


Liam Garland
Public Works Director



Kurt R. Nelson
Secretary/Treasurer

APPROVED AS TO FORM:
City Attorney



Lisa Maxwell
Assistant City Attorney

EXHIBIT A

Unit prices are to include and cover the furnishing of all labor, materials, equipment, incidentals, and any other overhead necessary to perform the work described in the Scope of Services in a manner specified in the Project Specifications. Proposal prices are also to include any required reporting to the City of work performed.

Item No.	Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
1.	12 Month	PM and Special Testing Program City Hall Elevator	\$166.15	\$1,993.80
2.	12 Month	PM and Special Testing Program Alameda Police Department Elevator	\$166.15	\$1,993.80
3.	12 Month	PM and Special Testing Program Main Library Elevator	\$166.15	\$1,993.80
4.	12 Month	PM and Special Testing Program Veterans Building Elevator	\$166.15	\$1,993.80
5.	12 Month	PM and Special Testing Program Civic Center Parking Elevator	\$166.15	\$1,993.80
6.	12 Month	PM and Special Testing Program City Hall West Elevator	\$166.15	\$1,993.80
7.	12 Month	PM and Special Testing Program EOC Elevator	\$166.15	\$1,993.80
8.	14 Hours	Emergency Service Call-Out Business Hours* *Mon-Fri, 7AM-5PM, excluding holidays	\$217.44	\$3,044.16
9.	10 Hours	Emergency Service Call-Out Non Business Hours/Holidays	\$260.10	\$2,601.00
10.		Standard Material Mark-up		20%
TOTAL BID				\$19,601.76

NOTEPAD:

HOLDER CODE CITYALA
INSURED'S NAME Dream Ride Engineering, Inc.

DREAM-1
OP ID: JR

PAGE 2
Date 07/25/2019

loss or expense covered by the insurance provided by this policy. Waiver of Subrogation is included with respects to Auto Liability and General Liability. *10 days cancellation notice applies for non-payment of premium. (E,P,W,X)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
<p>Any person or organization that you are required and agreed to name as an additional insured on your policy under:</p> <p>1. A written contract or agreement that is in effect during the term of this policy and such contract is entered into prior to the "occurrence" of any "bodily injury", "property damage", "personal injury", or "advertising injury";</p> <p style="text-align: center;">or,</p> <p>2. An oral contract or oral agreement with a person or organization when a certificate of insurance showing that person or organization as an Additional Insured has been issued; and such oral contract or oral agreement is in effect during the term of this policy and is entered into prior to the "occurrence" of any "bodily injury", "property damage", "personal injury", or "advertising injury".</p>	<p>Any location within the "coverage territory"</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions; or
2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the Additional Insured(s) at the location(s) designated above.

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.

B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

2. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. 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
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.

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)**

Any person or organization that you are required and agreed to name as an additional insured on your policy under:

Location and Description of Completed Operations

Any location within the "coverage territory", and for all completed operations

1. A written contract or agreement that is in effect during the term of this policy and such contract is entered into prior to the "occurrence" of any "bodily injury", "property damage", "personal injury", or "advertising injury";

Or,

2. An oral contract or an oral agreement with a person or organization where a certificate of insurance showing that person or organization as an Additional Insured has been issued; and such oral contract or oral agreement is in effect during the term of this policy and such contract is entered into prior to the "occurrence" of any "bodily injury", "property damage", "personal injury", or "advertising injury";

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."

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.

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

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.

Policy Number: GLP132480402

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELEVATOR CONTRACTOR PLUS ENDORSEMENT

Primary and Non-Contributory Additional Insured Extension

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section Extracted from Endorsement CG 90 53 (Ed. 04/16)

K. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an Additional Insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

a. The following is added to Paragraph a. Primary Insurance:

This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:

- (1)** the Additional Insured is a Named Insured under such other insurance; and
- (2)** you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

Policy Number: GLP132480402

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELEVATOR CONTRACTOR PLUS ENDORSEMENT

Blanket Waiver of Subrogation

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section Extracted from Endorsement CG 90 53 (Ed. 04/16)

T. In **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added at the end of **Condition 8. Transfer of Rights of Recovery Against Others to Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of:

- a. your ongoing operations; or
- b. "your work" pursuant to a written contract between you and that person or organization and included in the "products-completed operations hazard";

but only if:

- c. you and that person or organization have agreed, in a written contract or agreement, that you waive such rights against that person or organization; and
- d. the injury or damage occurs only after you and that person or organization have signed the written contract or agreement described in c.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or



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To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.