

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement, entered into this 1st day of July, 2011, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **DREAM RIDE ELEVATOR**, a California corporation, whose address is **4780 EAST 2nd STREET, BENICIA, CALIFORNIA, 94510**, (hereinafter "Contractor"), is made with reference to the following:

RECITALS:

- A. On February 28, 2010, an agreement was entered into by and between City and Contractor for Full Service Elevator Maintenance (hereinafter "Agreement") in the amount of \$7,666.
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Item 1, first paragraph of the TERM of the Agreement is modified to read as follows: "The term of this First Amendment to Agreement shall commence on the 1st day of July, 2011, and shall terminate on the 30th day of June, 2012, unless terminated earlier as set forth herein.

2. Item 3, COMPENSATION TO CONTRACTOR of the Agreement is modified to read as follows: "Contractor shall be compensated for services performed pursuant to this First Amendment to Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "B" 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 the Capital Improvement Project fund."

"Payment will be made by the City in the following manner: On the first day of each month, Contractor shall submit a written estimate of the total amount of work done the previous month. However, the City reserves the right to adjust budget within and between tasks. Pricing and accounting of charges are to be according to the bid packet pricing, unless mutually agreed to in writing."

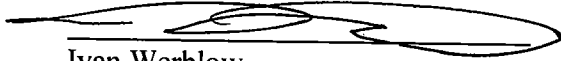
"Total compensation under this First Amendment to Agreement shall not exceed \$17,000 for a full year per Exhibit "B". Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City."

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.

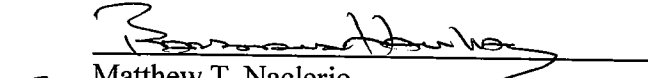
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

DREAM RIDE ELEVATOR
A California Corporation


CITY OF ALAMEDA
A Municipal Corporation



Ivan Werblow
Vice-President


Matthew T. Naclerio
Public Works Director

RECOMMENDED FOR APPROVAL


Jesse Barajas
Public Works Superintendent

APPROVED AS TO FORM:
City Attorney



Laura Zagaroli
Deputy City Attorney

Exhibit "B" BID

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
1.	12 Each	Elevator Servicing - City Hall Elevator 2263 Santa Clara Avenue @ _____ _____ Each	\$132.50	\$1,590
2.	12 Each	Elevator Servicing - Alameda Police Department 1515 Oak Street @ _____ _____ Each	\$132.50	\$1,590
3.	12 Each	Elevator Servicing - Main Library 1510 Oak Street @ _____ _____ Each	\$132.50	\$1,590
4.	12 Each	Elevator Servicing - Veterans Memorial Building 2203 Central Avenue @ _____ _____ Each	\$155.00	\$1,860

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
5.	12 Each	Elevator Servicing - Civic Center Garage 1416 Oak Street @ _____ _____ Each	\$132.50	\$1,590
6.	12 Each	Elevator Servicing - City Hall West 950 W. Mall Square @ _____ _____ Each	\$132.50	\$1,590
7.	10 Hours	Overtime Call-Out Monday through Saturday @ _____ _____ Per Hour	\$217	\$2,170
8.	5 Hours	Overtime Call-Out Sunday and Holidays @ _____ _____ Per Hour	\$340	\$1,700

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
9.		Percentage Mark Up For Parts Purchased		

		@ _____		20%
		Percent Per Part		

TOTAL BID

\$13,680



CERTIFICATE OF LIABILITY INSURANCE

OP ID MLA
DREAM-1

DATE (MM/DD/YYYY)

02/28/11

PRODUCER
ISU Massie & Beck Ins. Serv.
License #0829340
P.O. Box 1272
Lafayette CA 94549-1272
Phone: 925-283-5750 Fax: 925-283-5751

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Dream Ride Engineering, Inc.
Dream Ride Engineering
Elevators
Dream Ride Elevators
4780 E. Second Street
Benicia CA 94510

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:	StarNet Insurance Company	40045
INSURER B:	Zurich American Insurance Co.	16535
INSURER C:	Travelers Insurance	25674
INSURER D:	National Union Fire Insurance	19445
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	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"/> PROJECT <input type="checkbox"/> LOC	JMS0000268-03	07/01/10	07/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
C	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$250 Comp.Ded <input checked="" type="checkbox"/> \$500 Coll.Ded.	BA-4895M488-10-SEL	08/06/10	08/06/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
D		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	EBU085827966	02/06/11	02/06/12	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	WC6541320-01	07/01/10	07/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

CITY OF ALAMEDA

Risk Management

Date 8-11-11

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE Job: Full Service Elevator Maintenance and Repair City-Wide, Alameda, CA 94501. City, its City Council, boards and commissions, officers, and employees shall be named as an additional insured under all insurance coverages, except worker's compensation. Any other insurance held by an additional insured shall not be required to contribute anything toward any

CERTIFICATE HOLDER

CANCELLATION

CITYALA

City of Alameda
Attn: Public Works Department
Gail Carlson
940 W. Mall Square, Room 110
Alameda CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDORSE TO MAIL~~ *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL

AUTHORIZED REPRESENTATIVE

Gail Carlson

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTEPAD:

HOLDER CODE CITYALA

DREAM-1

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INSURED'S NAME Dream Ride Engineering, Inc.

OP ID MLA

DATE 02/28/11

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)

ENDORSEMENT – BLANKET ADDITIONAL INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The coverage provided by this endorsement is subject to the provisions applicable to the Commercial General Liability Coverage Form, except as provided below:

A. Item 2, of **SECTION II – WHO IS AN INSURED** is amended to include the following as an additional insured:

e. Any person or organization for whom you are performing operations if:

(1) The addition of the person or organization as an additional insured is required by the terms of a written contract:

(a) That is in effect, or that will go into effect during the term of the policy; and

(b) Whose execution precedes an "occurrence" of "bodily injury", "property damage", or "personal and advertising injury"; or

(2) The addition of the person or organization as an additional insured is required by an oral agreement or contract:

(a) That is in effect, or that will go into effect during the term of the policy; and

(b) Whose execution precedes an "occurrence" of "bodily injury", "property damage", or "personal and advertising injury"; and

a certificate of insurance showing that person or organization as an additional insured has been issued.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part by your acts or omissions, or acts or omissions of others acting on your behalf:

i. In or at premises owned by, occupied by, leased to, or rented to you; or

ii. In the performance of "your work", your ongoing operations; or

iii. In "your work" performed for that additional insured included in the "products-completed operations hazard".

B. With respect to coverage provided by this endorsement, **SECTION III – LIMITS OF INSURANCE** is amended by the addition of the following:

Coverage under this endorsement is subject to the applicable limit(s) of insurance shown in the Declarations. The attachment of this endorsement to the policy does not increase the applicable limit(s) of insurance.

C. The following exclusion is added to item 2, under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE C MEDICAL PAYMENTS**:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering or failure to render any professional services including:

(1) The preparation, approval, or failure to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, or specifications; or

(2) Supervisory, inspection, architectural, or engineering services.

Professional services include any of the items specified in paragraphs (1) and (2) above, if you are acting

CITY OF ALAMEDA
Risk Management
Date 8-11-11
[Signature]

ENDORSEMENT – BLANKET ADDITIONAL INSURED

in the capacity of architect, engineer, or surveyor.

Professional services do not include services within construction means, methods, techniques, sequences, and procedures employed by you in connection with your operations in your capacity as a construction contractor.

D. Item 4, b, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by the addition of the following:

- (3) Any other valid and collectible insurance available to the Additional Insured, whether primary, excess, contingent, or on any other basis unless a written contract, executed prior to the date of loss, specifically requires that this insurance be primary or primary and non-contributory.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

POLICY NUMBER JMS0000268-03

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

NAMED INSURED: Dream Ride Engineering, Inc.

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


Name of Person or Organization:

APPLICABLE ONLY TO ANY PERSON OR ORGANIZATION WHERE THERE IS A WRITTEN
CONTRACT/AGREEMENT IN EFFECT.

(If no entry appears above, information required to complete this endorsement will be
shown in the Declarations as applicable to this endorsement)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition
(Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the
addition of the following:

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 work" done under a contract with that person or organization. This waiver
applies only to the person or organization shown in the Schedule above.

CITY OF ALAMEDA
Risk Management
 Date 8-11-11