

ORIGINAL

SIXTH AMENDMENT TO AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 2016, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **DREAM RIDE ELEVATOR**, a California corporation, whose address is **4780 EAST 2nd STREET, BENICIA, CALIFORNIA, 94510**, hereinafter referred to as the Provider, in reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. In November 2010, the City sent out Plans and Specifications and went to City Council on February 20, 2011. We received three bids and choose the lowest responsive, responsible bidder per Administrative Order No. 5.

C. On February 28, 2011, an agreement was entered into by and between City and Provider (hereinafter "Agreement") for an amount not to exceed \$7,666.

D. On July 1, 2011, an agreement was entered into by and between City and Provider (hereinafter "First Amendment") for an amount not to exceed \$17,000.

E. On July 1, 2012, an agreement was entered into by and between City and Provider (hereinafter "Second Amendment") for an amount not to exceed \$17,000.

F. On July 1, 2013, an agreement was entered into by and between City and Provider (hereinafter "Third Amendment") for an amount not to exceed \$13,859.30.

G. On July 1, 2014, an agreement was entered into by and between City and Provider (hereinafter "Fourth Amendment") for an amount not to exceed \$13,859.30.

H. On July 1, 2015, an agreement was entered into by and between City and Provider (hereinafter "Fifth Amendment") for an amount not to exceed \$14,275.27.

I. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

J. City and Provider desire to enter into an agreement for Full Service Elevator Maintenance (see Exhibit A for scope of work).

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 1st day of July 2016, and shall terminate on the 30th day of June 2017, unless terminated earlier as set forth herein.

2. Paragraph 3, COMPENSATION TO PROVIDER of the Agreement is modified to read as follows:

Provider shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Exhibit A 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 Capital Improvement Project Fund.

Payment will be made by the City in the following manner: During the first week of each month, Provider shall submit a written estimate of the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule in Exhibit A unless mutually agreed upon in writing. Extra work must be approved in writing by the City prior to performance and shall be paid on a Time and Material basis using Exhibit A schedule.

Total compensation under this amendment shall not exceed \$22,211.80, which includes a \$7,651.02 contingency. Total compensation under this contract shall not exceed \$105,871.67.

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 ELEVATOR
A California Corporation


Ivan Werblow
Vice-President

CITY OF ALAMEDA
A Municipal Corporation


Jill Keimach
City Manager

RECOMMENDED FOR APPROVAL


Kurt R. Nelson
Secretary/Treasurer
Bob Haun
Public Works Director

APPROVED AS TO FORM:
City Attorney

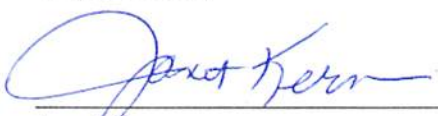

Janet Kern
Assistant City Attorney

Exhibit A
SCOPE OF WORK

Conditions of Service

1. The Contractor shall maintain all Equipment in good operating condition in accordance with manufacturer's specifications and should conditions warrant repair or replacement of the Equipment and/or components of the equipment, including without limitation, the following:
 - a. Traction Elevators:
 - i. Machine, drive sheaves shaft bearings, brake pulley, brake coil, brake contact, linings, and component parts, gears, worms, and thrusts.
 - ii. Motor and motor generator, motor and generator windings, rotating elements, commutator, brushes, brush holders and bearings.
 - iii. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, computer monitors, keyboards, CRT's and lobby display panels, steel selectors tape or cable and mechanical and electrical driving equipment.
 - iv. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
 - v. Deflector, car and counterweight guide rails and brackets, hoistway top and bottom limit switches, governor tension sheave assembly and compensating sheave assembly.
 - vi. Guide rails and their support brackets unless their failure is related to seismic activity or building settling.
 - vii. Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices. Automatic power operator, car door hanger, car door contact, door protective devices.
 1. For freight elevators with vertical lifting or collapsible car gates and bi-parting, vertical lifting doors and gates in balance for easy operation, and renew or replace retiring cams, replace worn astragals, door guides and pull straps.
 - viii. Loading-weighing equipment, car frame, safety mechanisms, platform, platform subflooring, elevator car and counterweight roller and/or slide guides, gibs or rollers, ventilation fans, emergency lighting systems, signal and operating fixtures, including lights, buzzers and gongs in all signal and operating fixtures.
 - ix. Renew all wire ropes as often as necessary to maintain an adequate factor of safety, equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring.
 - x. Shorten and reshackle hoist cable if stretching of ropes makes this necessary.
 - xi. Contractor shall check the condition and operation of all door protection devices on each car at every visit. If the existing units are inoperative, they shall be repaired within one business day. If, in the contractor's opinion, the door protection devices are not maintainable, they shall be replaced at no cost to the City.
 - xii. Seismic triggers and /or derailment devices; collision switches.

- xiii. Fire related elevator controls.
- xiv. Make corrections and respond to discrepancies identified by the local elevator enforcing authority.

Performance

1. General: The Contractor shall maintain the original Agreement speed in feet per minute and the performances for elevators as indicated under 'Basic Performance Requirements.
 - a. If the actual performance time of the elevator does not meet the times established for elevators of the speed and type of control, the contractor shall restore the performance of the elevator to its optimum potential as agreed upon by the contractor and Director of Public Works.
 - b. If, in the contractor's opinion, the equipment is inherently designed so that it cannot meet these criteria, the contractor shall so state in writing as a public record for the Director of Public Works.
 - c. If there are no exceptions taken, performance shall be provided as specified hereinafter.
2. Basic Performance Requirements: Electric elevators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life of the Agreement:
 - a. Operating Characteristics:
 - i. Starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps.
 - ii. Full speed riding shall be without swaying or vibration.
 - iii. Elevator and door operation shall be quiet.
 - iv. Stop made upon operation of emergency stop switch shall be more rapid than a routine stop but not violent.
 - v. Door pressure shall be maintained below 30 pounds in closing.
 - b. Group supervisory Systems: Group control systems shall operate at design criteria for the lifetime of the Agreement.
 - c. Individual Elevator Performance: Performance requirements shall be as follows:
 - i. Maintain accuracy leveling of +/- 3/8" for Traction Elevators and 1/2" for hydraulic Elevators under all loading conditions.
 - ii. Brake-To-Brake Times for Traction Elevators based on 13'-6" floor heights or less:
 1. 7.5 - 8.0 Seconds maximum for geared equipment.
 2. 5.5- 6.0 Seconds Maximum for gearless equipment.
 - iii. Floor-to-Floor Times for Hydraulic Elevators based on 13'-6" floor heights or less: 12.5 Seconds Maximum.
 - d. Door Open Times shall be no more than:

i. 3'-0" Single Slide	2.2 - 2.5 Seconds
ii. 3'- 6" Center Opening	2.0 - 2.2 Seconds
iii. 3'-6" Single Slide	2.8 - 3.0 Seconds
iv. 3'-6' Two speed Side Open	2.2 - 2.4 Seconds
v. 4'-0 Center Opening	2.4 - 2.6 Seconds
vi. 4'- 0 Two Speed Side Open	2.4 - 2.6 Seconds
 - e. Door Standing Times
 - i. Car Call: 3.0 Seconds

- ii. Hall Call: 5.0 Seconds
- f. Door Close Times; Minimum without exceeding kinetic energy and closing force allowed in code.

Special Test

1. Elevator provided with fire service shall have their Phase 1 recall system (and Phase II operations, if applicable) tested by contractor in accordance with applicable code requirements. Where monthly tests are required, contractor shall provide such test and the results shall be recorded with date and technician's initials in a log available for State and County inspection. Tests will be performed after normal business hours or weekends or as determined by the owner.
2. Elevator with derailment devices, seismic switches or other special circuitries shall be checked at least once per year to make certain that these devices are operating correctly and as designed. City's representative and the contractor shall arrange for mutual acceptable dates to perform the tests. Emergency power operation will be tested by City and, if elevator system fails, contractor shall make corrections and retest.
3. The contractor shall periodically examine the car safety devices and governors and conduct an annual no load test and shall, during the term of this agreement, or more often, if required by applicable law, ordinance or regulation, but no less than every five years, perform one full load, full speed test of the safety mechanism, over speed governors, car and counter weight buffers. The car balance shall be checked electrically and the governor set. If required, the governor shall be recalibrated and sealed for proper tripping speed. These tests shall be furnished indicating the results of such test. All tests shall conform to the requirements of ASME A 17.1 and /or local code testing requirements.
4. Hydraulic elevators shall have a load test performed during the term of this agreement or more often if required by applicable law, ordinance or regulation but no less than every five years. It shall comply with the State of California's Elevator Safety Order No 3017 (J). The report shall conform to the requirements of the state with the test witnessed by the City's representative.
5. Contractor shall create a form for each car describing test and deliver a signed copy to the City's representative after each test has been concluded. This form will also describe any malfunctions along with any corrective action taken.

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
1.	12 Each	City Hall Elevator 2263 Santa Clara Avenue	\$141.02	\$1,692.24

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
2.	12 Each	Alameda Police Department 1515 Oak Street	<u>\$141.02</u>	<u>\$1,692.24</u>
3.	12 Each	Main Library 1510 Oak Street	<u>\$141.02</u>	<u>\$1,692.24</u> \$
4.	12 Each	Veterans Memorial Building 2203 Central Avenue	<u>\$164.94</u>	<u>\$1,979.28</u>
5.	12 Each	Civic Center Garage 1416 Oak Street	<u>\$141.02</u>	<u>\$1,692.24</u> \$
6.	12 Each \$	City Hall West 950 W. Mall Square	<u>\$141.02</u>	<u>\$1,692.24</u>
7.	10 Hours	Overtime Call-Out Monday through Saturday	<u>\$231.13</u>	<u>\$2,311.32</u>
8.	5 Hours	Overtime Call-Out Sunday and Holidays	<u>\$361.85</u>	<u>\$1,809.23</u>
9.		Percentage Mark Up For Parts Purchased		<u>20%</u>
TOTAL BID				<u>\$14,560.78</u>



CERTIFICATE OF LIABILITY INSURANCE

DREAM-1 OP ID: RJR

DATE (MM/DD/YYYY)

06/30/2016

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 ISU Massie & Beck Ins. Serv. License #0B29340 P.O. Box 1272 Lafayette, CA 94549-1272 Dean Sigmundson		CONTACT NAME: Julie Rector PHONE (A/C, No, Ext): 925-283-5750 FAX (A/C, No): 925-283-5751 E-MAIL ADDRESS: julie@isumassie.com															
INSURED Dream Ride Engineering, Inc. Dream Ride Engineering Elevators Dream Ride Elevators 4780 E. Second Street Benicia, CA 94510		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Hartford Fire Insurance Co.</td><td>19682</td></tr><tr><td>INSURER B: American Fire & Casualty Co.</td><td>10836</td></tr><tr><td>INSURER C: State Comp. Ins. Fund</td><td>35076</td></tr><tr><td>INSURER D: National Union Fire Insurance</td><td>19445</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Co.	19682	INSURER B: American Fire & Casualty Co.	10836	INSURER C: State Comp. Ins. Fund	35076	INSURER D: National Union Fire Insurance	19445	INSURER E:		INSURER F:	
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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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X X	13UENOJ6501	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 4,000,000
						Max Aggr. \$ 10,000,000
B	AUTOMOBILE LIABILITY	X X	BAA56658381	08/06/2016	08/06/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> \$250 Comp. <input checked="" type="checkbox"/> \$500 Coll.					
D	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	BE023355277	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A	9104272-16	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					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 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

CITY OF ALAMEDA
Risk Management
Date 10/12/16
Lucretia Akil, City Risk Manager

CERTIFICATE HOLDER**CANCELLATION**

CITYALA City of Alameda Attn: Public Works Department Attn: Gail Carlson 950 W. Main Square, Room 110 Alameda, CA 94501	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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NOTEPAD:

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

DREAM-1
OP ID: RJR

PAGE 2

Date 08/30/2016

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
All Contracts or Agreements under which you have assumed the Tort Liability of another party to pay for "Bodily Injury" or "Property Damage" to a Third Person or Organization.	All Contracts or Agreements under which you have assumed the Tort Liability of another party to pay for "Bodily Injury" or "Property Damage" to a Third Person or Organization.
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", "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.

CITY OF ALAMEDA
Risk Management

 Date 10-12-16
Lucretia Akil, City Risk Manager

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)	Location And Description Of Completed Operations
All Contracts or Agreements under which you have assumed the Tort Liability of another party to pay for "Bodily Injury" or "Property Damage" to a Third Person or Organization.	All Contracts or Agreements under which you have assumed the Tort Liability of another party to pay for "Bodily Injury" or "Property Damage" to a Third Person or Organization.
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.

CITY OF ALAMEDA
Risk Management

Date 10-12-14
Lucretia Akil, City Risk Manager

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following.

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS 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.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CITY OF ALAMEDA
Risk Management

Date 10-12-16
Lucretia Akil, City Risk Manager

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.

COVERAGE INDEX

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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;

CITY OF ALAMEDA
Risk Management10-12-16
Date
Lucretia Akil, City Risk Manager

- (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

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.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

EFFECTIVE JULY 1, 2016 AT 12.01 A.M.
AND EXPIRING JULY 1, 2017 AT 12.01 A.M.

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PAGE 1 OF 1

DREAM RIDE ENGINEERING, INC.
4780 E 2nd St
Benicia, CA 94510

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JUNE 24, 2016

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

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