## City of Alameda, California

August 14, 2018

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

Re:

First Amendment to Service Provider Agreement for Full Service Elevator Maintenance and Repair City-Wide

Dear Mr. Werblow:

Enclosed please find your fully executed original First 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,

Gail Carlson

**Executive Assistant** 

GC:gc

enc.

g:\pubworks\pwadmin\maint\20182019\elevator\2letter.docx

ORIGINAL

#### FIRST AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 1st day of July, 2018, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **DREAM RIDE ELEVATOR**, 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 July 1, 2017, an agreement was entered into by and between City and Provider (hereinafter "Agreement"), in an amount not to exceed \$20,680.
- B. 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 1st day of July, 2017, and shall terminate on the 30th day of June, 2019, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to three (3) additional years, at the sole discretion of the Public Works Director, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The Public Works Director may submit written notice that the Agreement is to be extended at the same terms and the compensation adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.

- 2. Paragraph 3b, COMPENSATION TO PROVIDER, of the Agreement is modified to read as follows: The total compensation for the work under this First Amendment to Agreement is not to exceed \$18,408.08, which includes a 10% contingency of \$1,840.81. The total compensation for the First Amendment to Agreement is not to exceed \$20,248.89. The total cumulative amount is \$40,928.89.
- 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

Kurt R. Nelson Secretary/Treasurer CITY OF ALAMEDA A Municipal Corporation

David L. Rudat Interim City Manager

RECOMMENDED FOR APPROVAL

Max Arbios

Public Works Superintendent

APPROVED AS TO FORM: City Attorney

Janet Kern

Assistant City Attorney

Total

Price

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.

Unit

Price

Items with Unit Prices

Written in Words

Item

No.

Quantity

1.	12 Month	PM and Special Testing Program		
		City Hall Elevator	\$162.89	\$ <u>1,954.68</u>
2.	12 Month	PM and Special Testing Program		
		Alameda Police Department Eleva	tor \$ <u>162.89</u>	\$ <u>1,954.68</u>
3.	12 Month	PM and Special Testing Program		- Marine
		Main Library Elevator	\$ <u>162.89</u>	\$ <u>1,954.68</u>
4.	12 Month	PM and Special Testing Program		
		Veterans Building Elevator	\$ <u>162.89</u>	\$ <u>1,954.68</u>
5.	12 Month	PM and Special Testing Program		
		Civic Center Parking Elevator	\$ <u>162.89</u>	\$ <u>1,954.68</u>
6,	12 Month	PM and Special Testing Program		
		City Hall West Elevator	\$ <u>162.89</u>	\$ <u>1,954.68</u>
7.	20 Hours	Emergency Service Call-Out		
		Business Hours*	\$213.18	\$4,180.00
*Mo:	n-Fri, 7AM-5P	M, excluding holidays		
8.	10 Hours	Emergency Service Call-Out		
		Non Business Hours/Holidays	\$255.00	\$ <u>2,500.00</u>
9.		Standard Material Mark-up		20%

\*This does not include the Emergency Operations Center.

\$18,408.08\*

**TOTAL BID** 

OP ID: JR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDMYYY)

06/27/2018

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.

	LOW. THIS CERTIFICATE OF INS PRESENTATIVE OR PRODUCER, A				EAC	ONTRACT E	BETWEEN T	HE ISSUING INSURER	S), AU	THORIZED
11 5	PORTANT: If the certificate holder BUBROGATION IS WAIVED, subject s certificate does not confer rights t	to ti	ne te	rms and conditions of th	e polic	y, certain po orsement(s)	olicies may r			
PROD	The state of the s			-283-5750	SONTA	T Julie Red	tor			*****
SU Massle & Beck Ins. Serv.			NAME: 145655   PHONE   925-283-5750   FAX (A/C, No): 925-283-5751   PHONE   PH							
	se #0829340 Box 1272				E-MAIL	s: julie@ist	massle.co	1 (A/C, No): 5		
Lafay	ette, CA 94549-1272				ADDRES				-	
Dean	Sigmundson							DING COVERAGE		16691
					INSURE	RA: Great A	merican in	s. Comp.		
NSUR	Dream Ride Engineering, Inc. Dream Ride Engineering					RB Ohio Se				24082
	Elevators							e Insurance		19445
	Dream Ride Elevators 4780 E. Second Street				INSURE	RD:State C	omp. Ins. F	und		35076
	Benicla, CA 94510			9	INSURE	RE:				
		WD40-114			INSURE	RF:		The second state of the se		
COV	ERAGES CER	TIFIC	CATI	ENUMBER:				REVISION NUMBER:		
CE	S IS TO CERTIFY THAT THE POLICIES ICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	QUIF	REME 'AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	CONTRACT THE POLICIES SEDUCED BY	OR OTHER DESCRIBED PAID CLAIMS.	OCCUMENT WITH RESPEC	T TO	WHICH THIS
NSR LTR	TYPE OF INSURANCE	ADDL	SUBF	POLICY NUMBER		POLICY EFF	POLICY EXP	LIMITS	3	· · · · · · · · · · · · · · · · · · ·
A	X COMMERCIAL GENERAL LIABILITY						THE PERSON NAMED IN COLUMN	EACH OCCURRENCE	s	1,000,000
Ī	CLAIMS-MADE X OCCUR	У	Y	GLP132480401	=	07/01/2018	07/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
T		,				_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		MED EXP (Any one person)	5	10,000
								PERSONAL & ADV INJURY		1,000,000
Ī	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	•	4,000,000
Ť	POLICY X SECT LOC								•	4,000,000
t			1					PRODUCTS - COMP/OP AGG Max Aggr.	s	10,000,000
B	OTHER: AUTOMOBILE LIABILITY		$\vdash$					COMBINED SINGLE LIMIT (Ea accident)		1,000,000
	X ANY AUTO			BAS56658381		0010512040	0010612040		<u>s</u>	1,500,000
1	OWNED SCHEDULED AUTOS	Y	Υ	DA550030361		08/06/2018	08/06/2019	BODILY INJURY (Per person)	S	
ŀ									5	
	X AUTOS ONLY X AUTOS ONLY X \$250 Coll.							PROPERTY DAMAGE (Per accident)	5	
c		-	-						\$	4 000 000
-	UMBRELLA LIAB X OCCUR			EBU021332691		07/04/0040	0710410040	EACH OCCURRENCE	s	4,000,000
-	X EXCESS LIAB CLAIMS-MADE			EDUVZ1332081	- 12	07/01/2018	07/01/2019	AGGREGATE	\$	4,000,000
_	DED   RETENTIONS					-			\$	· · · · · · · · · · · · · · · · · · ·
D	NORKERS COMPENSATION AND EMPLOYERS' LIABILITY			040407040				X PER STATUTE ER		
- 1	ANY PROPRIETOR/PARTNER/EXECUTIVE DFFICER/MEMBER EXCLUDED?	NIA		9104272-18		07/01/2018	07/01/2019	E.L. EACH ACCIDENT	\$	1,000,000
1	Mandatory in NH)	0.000.00	1					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	f yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	5	1,000,000
			1	· · · · · · · · · · · · · · · · · · ·						
			1							
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (	ACORE	0 101, Additional Remarks Schedu	le, may b	e attached If mor	e spaco la requir	ed)		
REJ	ob: Full Service Elevator Mainte 1. City, its City Council, boards	nan	ce a	nd Repair City-Wide, A	lamed	a, CA		OF ALAM	FP	A
9450	<ol> <li>City, its City Council, boards lovees shall be named as an add</li> </ol>	and	com	missions, officers, and	d		CITY	OF ALMIA	4 4	-
cove	rages, except worker's compen	satio	on. A	insured under an insura Inv other insurance he	ld by a	an	F	Risk Managemen		10
addi	tional insured shall not be requi	red	to co	ontribute anything tow	ard an	у		11	2	1-11
								11-	)	110
								Date	Ma	nager
CFF	TIFICATE HOLDER				CANO	ELL ATION	ucretta	Akil, City Risk	INICI	
- m/				CITYALA	1	الكاللاطوي			-	****
								ESCRIBEO POLICIES BE C		
					THE	EXPIRATION	N DATE TH	EREOF, NOTICE WILL E		
	City of Alameda				ACC	ORDANCE W	IN INE POLIC	CY PROVISIONS.		
	Attn: Public Works Depa	rtme	nt			nings pro-				
	Attn: Gail Carlson	955.07			1	RIZED REPRESE				
	950 W. Mall Square, Roo	m 11	0		De	an Signific				
	Alameda, CA 94501				100					

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

NOTEPAD:

HOLDER CODE CITYALA

INSURED'S NAME Dream Ride Engineering, Inc.

DREAM-1 OP ID: JR

PAGE 2 Date 06/27/2018

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				
Any person or organization that you are required and agreed to name as an additional insured on your policy under.  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 oral agreement with a person or organization when a certiflicate 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".	Any location within the "coverage territory"				

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: anage

- your acts or omissions; or 1.
- 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;

Ü

4

- 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.

<sup>m</sup>Lucretia 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

> Copyright, ISO Properties, Inc., 2012 (Page 1 of 2)

- 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, LESSES 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 organizationthat you are required and agreed to name as as an additional insured on your policy under:

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";

Location and Description of Completed Operations

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

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

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:

oc

City

AKI

**PLucretia** 

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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.

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: GLP132480401

### 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.

CITY OF ALAMEDA

CITY OF ALAMEDA

CITY OF ALAMEDA

CITY OF ALAMEDA

Lucrefia Akil, City Risk Manager

Lucrefia Akil, City Risk Manager

OP ID: JR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/27/2018

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.

If	PORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject als certificate does not conferrights to	to th	e ter	ms and conditions of th	e polic	y, certain po	licles may r	AL INSURED provequire an endorse	risions or ement. A	be endorsed. statement on
	DUCER		925	-283-5750	CONTAC	₁ Julie Rec	tor			
	Massle & Beck Ins. Serv. nse #0B29340				PHONE (AJC, No.	Ext): 925-28	3-5750	FA	C. Nol: 925	-283-5751
P.O.	Box 1272				ADDRES ADDRES	s Julie@isu	massle.co	m	L. L	
	yette, CA 94549-1272							DING COVERAGE		NAIC#
Jua	n Sigmundson			NAME OF TAXABLE PARTY.	INSURF	A Great A	merican Ins	s. Comp.		16691
INSII	RED Dream Ride Engineering, Inc.				INSURER A: Great American Ins. Comp. INSURER B: Ohio Security/Liberty Mutual					24082
	Dream Ride Engineering				MOUIDE	. Nationa	Union Fire	e Insurance		19445
	Elevators Dream Ride Elevators				INCUDE	RD State Co	omp. Ins. F	und		35076
	4780 E. Second Street				INSURE					
	Benicia, CA 94510					200.00				
		=1=1		NUMBER.	INSURE	NT:		REVISION NUMB	ED.	اسسسسسا
TI IN	VERAGES CER HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	OF I	NSUF EMEI	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	THE POLICIES REDUCED BY I	THE INSURE OR OTHER IS DESCRIBED PAID CLAIMS	D NAMED ABOVE I	OR THE	IU WHICH INS I
NSR		ADDL	SUBR	POLICY NUMBER		POLICY EFF	POLICY EXP		LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	WAN.	otoxic.					EACH OCCURRENCE	s	1,000,800
	CLAIMS-MADE X OCCUR	Υ	1	GLP132480401		07/01/2018	07/01/2019	DAMAGE TO RENTED PREMISES (Ea occurre	nce) \$	300,000
								MED EXP (Any one per	de Alconomia (Address)	10,000
				- E)	1			PERSONAL & ADV INJ		1,000,000
								GENERAL AGGREGAT		4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/O	-	4,000,000
								Max Aggr.	- 100	10,000,000
В	OTHER:		-					COMBINED SINGLE LI (Es scodent)	MIT S	1,000,000
	AUTOMOBILE LIABILITY			D A C C C C C C C C C C C C C C C C C C		08/06/2018	0010612040			
	X ANY AUTO SCHEDULED			BAS56658381		0010012016	00/00/2013	BODILY INJURY (Per p		
	OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (Per a PROPERTY DAMAGE (Per accident)		
	X AURES ONLY X NOTO WILL							(Per sccident)	\$	
_	X   \$250 Comp   X   \$500 Coll.		├	/					s	4,000,000
C		1	l	EBU021332691		07/04/2049	07/01/2019	EACH OCCURRENCE	\$	4,000,000
	X EXCESS LIAB CLAIMS-MADE			EBU021332031		0110112010	0110112013	AGGREGATE	5	7,000,000
-	DED RETENTIONS	-	-					V PER	OTH-	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1		0404070 40		07/04/2040	07/01/2019	X PER STATUTE	ER	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	NIA		9104272-18		07/01/2018	0/10/1/2019	E.L. EACH ACCIDENT	<u> </u>	1,000,000
	(Mandajory in NH)		1			!		E.L. DISEASE - EA EM		1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		_					E.L. DISEASE - POLIC	Y LIMIT \$	1,000,000
					- 50					
Re	SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE  : Named Insured's Operations On pervisors, the individual member ents, employees and representations to General Liability; per attended in the contributory. *30 day cance	ly. T	he C	ounty of Alameda, its	Board	of	ro space (s requi	red)	7	. 10
		-	-/			001147104				
CE	ERTIFICATE HOLDER		-/-	ALAM008	TCAN	CELLATION			***************************************	
	County of Alameda		/	ALAINUUO	SHO THI AC	OULD ANY OF E EXPIRATIO CORDANCE W	THE ABOVE IN DATE TH	DESCRIBED POLICIE IEREOF, NOTICE CYPROVISIONS.	S BE CAN WILL BE	CELLED BEFORE DELIVERED IN
	GSA/BMD				дити	ORIZED REPRES	ENTATIVE			
	1401 Lakeside Dr., 6th F Oakland, CA 94612	loor			1	an Signik				
			MACCO					20000000		I alabto moneyad

ACORD 25 (20 (6/03)

ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

#### 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				
Any person or organization that you are required and agreed to name as an additional insured on your policy under:  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 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".	Any location within the "coverage territory"				

- 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
- 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

Copyright, ISO Properties, Inc., 2012 (Page 1 of 2)

- 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 organizationthat you are required and agreed to name as

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

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 Addillonal 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";

Location and Description of Completed Operations

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

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
- 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: GLP132480401

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.