

**ORIGINAL**

**THIRD AMENDMENT TO AGREEMENT**

This Amendment of the Agreement, entered into this 17th day of June, 2020, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **DREAM RIDE ENGINEERING, INC. dba DREAM RIDE ENGINEERING ELEVATORS**, 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. On July 1, 2019, a Second Amendment to Agreement was entered into by and between City and Provider (hereinafter "Second Amendment to Agreement"), in an amount not to exceed \$107,718.02.

D. 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 6<sup>th</sup> 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: Total compensation for work to be done under this Agreement, shall not exceed \$148,218.02.
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 ELEVATOR  
A California Corporation

CITY OF ALAMEDA  
A Municipal Corporation

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Ivan Werblow  
Vice-President

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Eric J. Levitt  
City Manager

RECOMMENDED FOR APPROVAL

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Kurt R. Nelson  
Secretary/Treasurer

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Liam Garland  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

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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	<u>\$166.15</u>	<u>\$1,993.80</u>
2.	12 Month	PM and Special Testing Program Alameda Police Department Elevator	<u>\$166.15</u>	<u>\$1,993.80</u>
3.	12 Month	PM and Special Testing Program Main Library Elevator	<u>\$166.15</u>	<u>\$1,993.80</u>
4.	12 Month	PM and Special Testing Program Veterans Building Elevator	<u>\$166.15</u>	<u>\$1,993.80</u>
5.	12 Month	PM and Special Testing Program Civic Center Parking Elevator	<u>\$166.15</u>	<u>\$1,993.80</u>
6.	12 Month	PM and Special Testing Program City Hall West Elevator	<u>\$166.15</u>	<u>\$1,993.80</u>
7.	12 Month	PM and Special Testing Program EOC Elevator	<u>\$166.15</u>	<u>\$1,993.80</u>
8.	14 Hours	Emergency Service Call-Out Business Hours*	<u>\$217.44</u>	<u>\$3,044.16</u>
*Mon-Fri, 7AM-5PM, excluding holidays				
9.	10 Hours	Emergency Service Call-Out Non Business Hours/Holidays	<u>\$260.10</u>	<u>\$2,601.00</u>
10.		Standard Material Mark-up		<u>20%</u>
11.		Preliminary Orders from State		<u>\$13,500.00</u>
<b>TOTAL BID</b>				<b><u>\$33,101.76</u></b>