

THIRD AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 1<sup>st</sup> day of July, 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 per the table below.

<b>Contract</b>	<b>Current Yearly Total</b>	<b>Amount Increased</b>	<b>Total</b>
FY17-18	\$ 20,680.00		\$ 20,680.00
FY18-19	\$ 20,248.89		\$ 20,248.89
FY19-20	\$ 21,829.47	\$13,500.00	\$ 35,329.47
FY20-21	\$ 22,260.17	\$13,500.00	\$ 35,760.17
FY21-22	\$ 22,699.49	\$13,500.00	\$ 36,199.49
<b>Total Five Year Amount</b>	<b>\$107,718.02</b>	<b>\$40,500.00</b>	<b>\$148,218.02</b>

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.

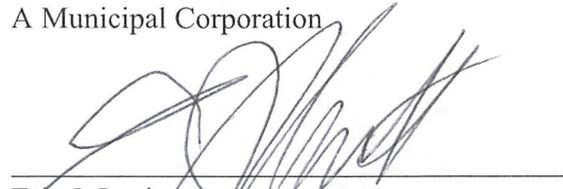
*Signatures on following page*

DREAM RIDE ELEVATOR  
A California Corporation

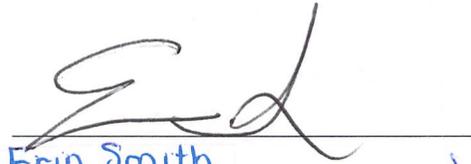
  
Ivan Werblow  
Vice-President

  
Kurt R. Nelson  
Secretary/Treasurer

CITY OF ALAMEDA  
A Municipal Corporation

  
Eric J. Levitt  
City Manager

RECOMMENDED FOR APPROVAL

  
Erin Smith  
Public Works Director (Interim)

APPROVED AS TO FORM:  
City Attorney

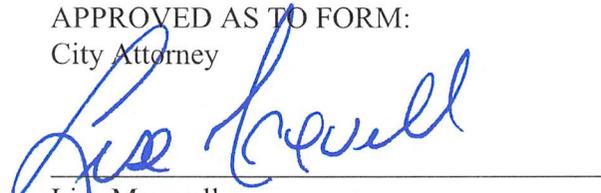
  
Lisa Maxwell  
Assistant City Attorney

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	<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* *Mon-Fri, 7AM-5PM, excluding holidays	<u>\$217.44</u>	<u>\$3,044.16</u>
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>



DREAM-1

OP ID: JR

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2021

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> ISU Massie & Beck Ins. Serv. License #0B29340 315 Lennon Lane Walnut Creek, CA 94598 Dean Sigmundson	<b>CONTACT NAME:</b> Julie Rector <b>PHONE (A/C, No, Ext):</b> 925-283-5750 <b>FAX (A/C, No):</b> 925-283-5751 <b>E-MAIL ADDRESS:</b> julie@isumassie.com														
<b>INSURER(S) AFFORDING COVERAGE</b>															
<b>INSURED</b> Dream Ride Engineering, Inc. Dream Ride Engineering Elevators Dream Ride Elevators 4780 E. Second Street Benicia, CA 94510	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Great American Ins. Comp.</td> <td>16691</td> </tr> <tr> <td><b>INSURER B:</b> Ohio Security Ins/Liberty Mut.</td> <td>24082</td> </tr> <tr> <td><b>INSURER C:</b> National Union Fire Insurance</td> <td>19445</td> </tr> <tr> <td><b>INSURER D:</b> State Comp. Ins. Fund</td> <td>35076</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER	NAIC #	<b>INSURER A:</b> Great American Ins. Comp.	16691	<b>INSURER B:</b> Ohio Security Ins/Liberty Mut.	24082	<b>INSURER C:</b> National Union Fire Insurance	19445	<b>INSURER D:</b> State Comp. Ins. Fund	35076	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER:	X	X	GLP132480404	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 Max Aggr. \$ 10,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$250 Comp <input checked="" type="checkbox"/> \$500 Coll.	X	X	BAS56658381	08/06/2020	08/06/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			BE034214255	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9104272-21	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITYALA</b>  City of Alameda Attn: Public Works Department Attn: Gail Carlson 950 W. Mail 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: JR**

PAGE **2**  
Date **06/10/2021**

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. 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>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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**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:
<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", 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", AND FOR ALL COMPLETED OPERATIONS.</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" 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**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.**

**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>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)**

**Location and Description of Completed Operations**

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

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: GLP132480403

**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: GLP132480403

**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.

## CALIFORNIA 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.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

### COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ACCIDENTAL AIRBAG DEPLOYMENT	12
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	20
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	14
BODILY INJURY REDEFINED	24
EMPLOYEES AS INSUREDS (Including Employee Hired Auto)	2
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SECTION II - LIABILITY COVERAGE is amended as follows:

#### 1. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. 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 except a policy written specifically to apply in excess of this policy; or
  - (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision d. does not apply 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":

- e. 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".
- f. Any "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":

- g. 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, written 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 written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

## 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 if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

**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":

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

**18. TWO OR MORE DEDUCTIBLES**

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible** :

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

**SECTION IV - BUSINESS AUTO CONDITIONS** is amended as follows:

**19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

**SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

**20. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

**SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) Member, if you are a limited liability company;
  - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insured's" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

**21. 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 in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

**22. 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.

**23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**SECTION V - DEFINITIONS** is amended as follows:

**24. 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.



ENDORSEMENT AGREEMENT  
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PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE JULY 1, 2020 AT 12.01 A.M.  
AND EXPIRING JULY 1, 2021 AT 12.01 A.M.

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

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: MAY 28, 2020

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO