

**CITY OF RICHMOND  
CONTRACT AMENDMENT**

<b>Department:</b> Employment and Training Dept.	<b>Project Manager:</b> Fred Lucery
<b>Project Manager E-mail:</b> Fred Lucero	<b>Project Manager Phone No:</b> (510) 772-8105
<b>P.R. No:</b> 25055 <b>Vendor No:</b> 14169	<b>P.O./Contract No:</b> 22100832/5016
<b>Description of Services:</b> Contractor shall provide additional Hazardous Materials training and certification at the RichmondBUILD Academy.	
<b>Amendment No. <u>1</u> modifies the: (2<sup>nd</sup> or subsequent amendments attach Amendment History page)</b>	
<input checked="" type="checkbox"/> <b>Term, Payment Limit and Service Plan</b>	<input type="checkbox"/> <b>Payment Limit and Service Plan</b>
<input type="checkbox"/> <b>Term and Service Plan</b>	<input type="checkbox"/> <b>Service Plan</b>

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond,

California, a municipal corporation (City), and the following named Contractor:

National Association of Training and Environmental Consulting (NATEC)

Company Name: International, Inc.

Street Address: P.O. Box 25205

City, State, Zip Code: Anaheim, CA 92825

Contact Person: Allison Croulet

Telephone: (909) 697-6407

Email: acroulet@natecintl.com

Business License No: 40059399 / Expiration Date: November 5, 2021

A California  corporation,  limited liability corporation  general partnership,  limited partnership,  individual,  non-profit corporation,  
 individual dba as [specify:] \_\_\_\_\_  
 other [specify:] \_\_\_\_\_

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on **December 20, 2019**, which **original** term commenced on **December 3, 3019** and terminates **June 30, 2021** with an **original** contract payment limit of **\$45,000.00**. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

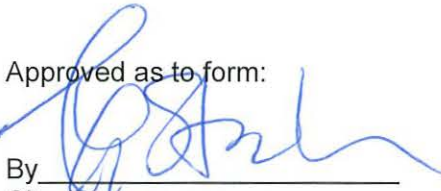
CITY OF RICHMOND, CALIFORNIA  
a municipal corporation

By 

Title:

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

By   
City Clerk

Approved as to form:  
By   
City Attorney

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

Contract Amendment/EJ/TE 09-26-07

CONTRACTOR:

National Association of Training and Environmental Consulting (NATEC) International, Inc.

(\*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By M.W.H. / MICHAEL W. HORNER 3/31/21

Title: PRESIDENT

(\*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By M.W.H. / MICHAEL W. HORNER 3/31/21

Title: CORPORATE CFO

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

**AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)**

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is

December 3, 3019

\_\_\_\_\_  
(Insert original contract commencement date)

and it terminates

**June 30, 2022**

\_\_\_\_\_  
(Insert new contract termination date)

unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ **4,700.00** \_\_\_\_\_. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ **49,700.00** \_\_\_\_\_ including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

3. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

Please see attached.

**AMENDMENT PROVISIONS (SERVICE PLAN)  
(CONTRACTOR'S OBLIGATION'S)**

The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

Provide additional services:

NATEC International, Inc. will provide the following training services:

- Hazardous Waste Operations and Emergency Response (HAZWOPER) certification;
- Occupational Safety and Health Administration (OSHA)10;
- First Aide/Cardiopulmonary resuscitation (CPR);
- Confined Space, and;
- Traffic Control.

1. Contractor shall not be limited to the classes listed above, and may provide other trainings if requested by the Project Manager.
2. City of Richmond shall determine the dates and times of the classes, and provide a suitable training space with a projector or flat screen display for presentations.
3. Contractor shall schedule/notify appropriate governing bodies of training classes and report trainees' completion of trainings within required time limits.\*\*Contractor shall be responsible for submitting course completion paperwork and ID photo to CA Department of Public Health to certify graduates.\*\*
4. Contractor shall provide hard copy certificates of completion and wallet cards for all trainings that indicate: expiration dates, training provider information, and trainee name. ALL CERTIFICATIONS SHALL BE DELIVERED TO PROJECT MANAGER; CERTIFICATIONS SHALL NOT BE GIVEN TO INDIVIDUAL PARTICIPANTS.
5. Contractor shall provide laptop for presentations, student manuals, worksheets, exams, and any other required classroom reading or testing materials.
6. Contractor shall provide any and all required training and protective equipment, including but not limited to: personal protective equipment for head and extremities, protective clothing, respiratory devices, tanks, decontamination booth, Tyvek suits, etc.
7. Contractor shall provide online tracking for each course indicating the certification date, expiration date, instructor, all participants and who completed the course.

Contract Amendment between the City of Richmond and  
National Association of Training and Environmental Consulting  
(NATEC) International, Inc.

Amendment No.

1

P.O./Contract No.

22100832 /5016

**AMENDMENT PROVISIONS (AMENDMENT HISTORY)**

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on 05-06-2021 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 4,700.00 for a payment limit not to exceed \$ 49,700.00.
- Term Amendment (insert new termination date): June 30, 2022
- Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ 49,700.00.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ 49,700.00.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ 49,700.00.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ 49,700.00.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan





ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION  
BLANKET BASIS

**BROKER COPY**

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE MARCH 15, 2021 AT 12.01 A.M.  
AND EXPIRING MARCH 15, 2022 AT 12.01 A.M.

9050050-21  
RENEWAL  
SC  
5-04-55-10  
PAGE 1 OF 1

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

NATEC INTERNATIONAL, INC  
PO BOX 25205  
ANAHEIM, CA 92825

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: MARCH 11, 2021

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

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:

EnviroPACE Insurance Policy

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where Required By Written Contract  PER THE SCHEDULE ON FILE WITH COLONY	

A. Section XX. WHO IS AN INSURED, Coverage Part 1 and Part 2 is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for **bodily injury, property damage, personal and advertising injury, environmental damage, or cleanup costs** 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 **XXI. LIMITS OF LIABILITY AND DEDUCTIBLE:**

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 Liability shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Liability shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION BY US –  
CERTIFICATE HOLDER(S)**

This endorsement modifies insurance provided under the following:

EnviroPACE Insurance Policy

**SCHEDULE**

<b>Certificate Holder(s):</b>
PER THE SCHEDULE ON FILE WITH COLONY

Section **XXIII. CONDITIONS, 4. Cancellation** is amended by the addition of the following:

If we cancel this Policy before the expiration date thereof, we will mail 30 days written notice (10 days for non-payment of premium) to the Certificate Holder(s) indicated in the SCHEDULE above.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

EnviroPACE Insurance Policy

### **SCHEDULE**

<b>Person(s) or Organization(s):</b>
Where Required By Written Contract PER THE SCHEDULE ON FILE WITH COLONY

Section **XXIII. CONDITIONS, 14. Other Insurance** is amended by the addition of the following:

This insurance is primary to and will not seek contribution from any other insurance available to the person(s) or organization(s) listed in the SCHEDULE above provided that:

1. The person(s) or organization(s) listed in the SCHEDULE 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 person(s) or organization(s) listed in the SCHEDULE.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF SUBROGATION FOR SPECIFIED PERSON, ENTITY OR ORGANIZATION

This endorsement modifies insurance provided under the following:

EnviroPACE Insurance Policy

### SCHEDULE

**Name Of Person(s), Entity(ies) or Organization(s):**

Where Required By Written Contract

PER THE SCHEDULE ON FILE WITH COLONY

Section **XXIII. CONDITIONS, 17. Subrogation** is amended by the addition of the following:

In the event of any payments made pursuant to this Policy, we shall be subrogated to any insured's rights of recovery against any person, entity or organization. The insured shall execute and deliver instruments and papers and do whatever is necessary to secure and perfect such rights. No insured shall do anything to prejudice such rights.

Any recovery obtained as a result of subrogation, after such expenses incurred in the subrogation proceedings are deducted by us, shall accrue first to the insured to the extent of any payments in excess of the Limit of Liability; then us to the extent of any payments made under this Policy; and then to the insured to the extent of its Deductible.

However, solely with respect to Coverage Part 1 or Coverage Part 2, if the insured has waived rights of recovery against the person(s), entity(ies) or organization(s) shown in the SCHEDULE above prior to a **loss or claim**, we waive any right to recovery we may have under the Policy against such person(s), entity(ies) or organization(s).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.