

**CITY OF RICHMOND
CONTRACT AMENDMENT**

Department: Employment and Training Dept.	Project Manager: Fred Lucero
Project Manager E-mail: fredlucero@richmondworks.org	Project Manager Phone No: (510) 772-8105
P.R. No: 25421 Vendor No: 1419	P.O./Contract No: 22200171/5016
Description of Services: Contractor shall provide additional Hazardous Materials training and certification at the RichmondBUILD Academy.	
Amendment No. 2 modifies the: (2nd or subsequent amendments attach Amendment History page)	
<input type="checkbox"/> Term, Payment Limit and Service Plan	<input checked="" type="checkbox"/> Payment Limit and Service Plan
<input type="checkbox"/> Term and Service Plan	<input type="checkbox"/> Service Plan

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.

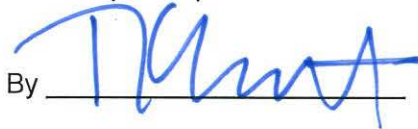
4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

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:

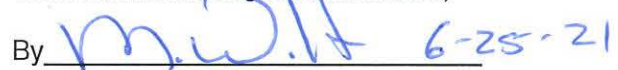
1. Amendment Provisions
2. Updated Insurance Certificates

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  6-25-21

Title: PRESIDENT

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

By:  6-25-21

Title: CHIEF FINANCIAL OFFICER

(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 (PAYMENT LIMIT AND SERVICE PLAN)

1. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$22,038.00. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract Amendment shall not exceed \$71,738.00 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."

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

Provide services for 2 additional training cohorts:

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

- Hazardous Waste Operations and Emergency Response (HAZWOPER) certification;
- Occupational Safety and Health Administration (OSHA)30,Construction Industry;
- Medic First Aide/Cardiopulmonary resuscitation (CPR);

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2020

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).

PRODUCER Western Insurance Mktg Corp 315 A S Diamond Bar Blvd Diamond Bar CA 91765		CONTACT NAME: Kathy Widak PHONE (A/C, No, Ext): 909-860-0599 E-MAIL ADDRESS: kathyw@western-insurance.net FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: COLONY INSURANCE COMPANY	NAIC # 39993
INSURED		INSURER B: STATE COMPENSATION INS FUND	35076
NATEC International, Inc. PO BOX 25205 ANAHEIM CA 92825		INSURER C: INFINITY INSURANCE COMPANY	22268
		INSURER D:	
		INSURER E:	
		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 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	PACEP4223633	12/27/2020	12/27/2021	EACH OCCURRENCE	\$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
							MED EXP (Any one person)	\$ 5000
							PERSONAL & ADV INJURY	\$ 1000000
							GENERAL AGGREGATE	\$ 2000000
							PRODUCTS - COMP/OP AGG	\$ 2000000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:	Y	Y	504610112397001	12/27/2020	12/27/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EXC4223634	12/27/2020	12/27/2021	EACH OCCURRENCE	\$ 1000000
							AGGREGATE	\$ 1000000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	9050050	03/15/2020	03/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1000000
							E.L. DISEASE - EA EMPLOYEE	\$ 1000000
							E.L. DISEASE - POLICY LIMIT	\$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Richmond, its officers, officials, employees, agents and volunteers are added as additional insured including primary and non contributory wording per endorsements attached(per schedule on file with Colony Ins). Workers' Compensation waiver of subrogation applied per endorsement attached.
 30 day notice of cancellation 10 day for non payment of premium

CERTIFICATE HOLDER**CANCELLATION**

City of Richmond Employment & Training Department 330-25th Street Richmond CA 94804	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 <i>Kathy Widak</i>
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NATEINT-01

KPHAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2021

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).

PRODUCER License # 0548614 Western Insurance Marketing Corporation PO Box 4760 Diamond Bar, CA 91765		CONTACT NAME: Katherine Widak PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: kathyw@western-insurance.net	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : State Comp Insurance Fund	35076
INSURED NATEC International, Inc. PO BOX 25205 ANAHEIM, CA 92825		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		X	9050050	3/15/2021	3/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)
 Waiver of Subrogation applies to Workers Compensation to the extent provided in the attached form.

CERTIFICATE HOLDER**CANCELLATION**

City of Richmond Employment & Training Department 330-25th Street Richmond, CA 94804	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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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 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

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