contract payment limit of \$45,000.00

CITY OF RICHMOND CONTRACT AMENDMENT

	ent: Employment & Training Division	Project Manager: Fred Lucero			
	lanager E-mail:	Project Manager Phone No:			
	o@richmondworks.org	(510) 772-8105			
P.R. No:	Vendor No: 1419	P.O./Contract No: 22200709/5016			
	on of Services: hall provide additional Hazardous Materials trainin	g and certification at the Richmond BUILD			
Academy.	Tall provide additional viazar acae materiale trailin	g and soluneation at the recimient Boiles			
 Term ,	Payment Limit and Service Plan	nent amendments attach Amendment History page) Payment Limit and Service Plan			
Term	and Service Plan	☐ Service Plan			
The pa	rties to this Contract Amendment do muti	ually agree and promise as follows:			
	1. <u>Parties</u> . The parties to this Contr	act Amendment are the City of Richmond,			
Californ	nia, a municipal corporation (City), and th	e 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 9	2825			
	Contact Person: Allison Croulet				
	Telephone: (909) 697-6407	Email: acroulet@natecintl.com			
	Business License No: 40059399	Expiration Date: November 5, 2022			
		ability corporation general partnership, n-profit corporation,			
	2. <u>Purpose</u> . This Contract Amendm	ent is being entered into to amend the Contract			
betwee	en City and Contractor which was approve	ed by the City Council of the City of Richmond or			
execute	ed by the City Manager on December	20, 2019 , which original term commenced			
on	December 3, 2019 and terminates	June 30, 2021 with an original			

3. <u>Original Contract Provisions</u>. 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.

to as the "Original Contract" and is incorporated herein by reference.

. Said contract shall hereinafter be referred

- 4. <u>Amendment Provisions</u>. 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.
- 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. <u>Insurance Coverage Updated and Maintained.</u> 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. <u>Signatures</u>. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA oละทูนเก่เcipal corporation
Thomas k. Butt —64745EAB53BE4CO
Title:
I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City শিক্ষাকণ্ডক:
Panela Christian
By City Clerk
380
Postysigned√ve d as to form: For 0F098C1E4C50485
By City Attorney
List of Attachments: 1. Amendment Provisions 2. Updated Insurance Certificates

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.),

Title Page Inc.

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

12/29/2

Title: (-F)

(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.

Contract Amendment/EJ/TE 09-26-07

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

Amendment No.

P.O./Contract No.

3

/5016

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, 2019
	(Insert original contract commencement date)
	and it terminates
	June 30, 2023
	(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 \$\frac{15,000.00}{}. 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 \$_86,738.00 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."
3.	The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:
	Please see Amendment to Service Plan.

Contract Amendment between the City of Richmond and National Association of Training and Environmental Consulting

Amendment No.

P.O./Contract No.

3

/5016

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 services for an additional training cohort:

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

Contract Amendment/

Contract Amendment between the City of Richmond and National Association of Training and Environmental Consulting

Amendment No.

P.O./Contract No.

/5016

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

executed by the City Manager on May 5, 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 for a
The second Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on July 28, 2021 for one or more of the following provisions (check those that apply):
 ✓ Increased contract payment limit by \$ 22,038.00 for a payment limit not to exceed \$ 71,738.00 ✓ 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 \$ 15,000.00 for a payment limit not to exceed \$ 86,738.00 ✓ Term Amendment (insert new termination date): June 30, 2023 ✓ 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 \$
The fifth Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager onfor one or more of the following provisions (check those that apply):
☐ Increased contract payment limit by \$

ACORD

NATEINT-01

KWIDAK

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

12/27/2021

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	CONTACT Katherine Widak				
Western Insurance Marketing Corporation PO Box 4760	PHONE FAX (A/C, No, Ext): (A/C, No):			
Diamond Bar, CA 91765	E-MAIL ADDRESS: kathyw@western-insurance.net				
	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A : COLONY INS CO	39993			
INSURED	INSURER B : Infinity Select	20260			
NATEC International, Inc.	INSURER C : State Comp Insurance Fund	35076			
PO BOX 25205	INSURER D:				
ANAHEIM, CA 92825	INSURER E :				
	INSURER F:				
COVEDACES CERTIFICATE NUMBER	DEVICION NUMBER				

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.

		ISIONS AND CONDITIONS OF SUCH								
INSR LTR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	MM/DD/YYYY	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	Х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	X	X	PACEP4223633	12/27/2021	12/27/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	X	Pollution condition						MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	Х	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:						GEN AGG CAP	\$	4,000,000
В	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO	Х	X	504610112397001	12/27/2021	12/27/2022	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE Per accident	\$	1,000,000
									\$	
Α		UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	1,000,000
	X	EXCESS LIAB CLAIMS-MADE			EXC4223634	12/27/2021	12/27/2022	AGGREGATE	\$	1,000,000
		DED RETENTION \$							s	
С	WOR	KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE 1.5	N/A	X	9050050-21	3/15/2021	3/15/2022	E.L. EACH ACCIDENT	\$	1,000,000
		datory in NH)	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DÉS	, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Pro	fessional Liab			PACEP4223633	12/27/2021	12/27/2022	Aggregate		1,000,000

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 included as additional insured, including primary wording per endorsements attached(per schedule on file with Colony Ins.) Workers' Compensation waiver of subrogation applied per endorsement attached. Automobile additional insured and primary non-contributory endorsement attached. 30 day notice of cancellation for non payment of premium

CERTIFICATE HOLDE	R
-------------------	---

CANCELLATION

City of Richmond, Employment & Training Department 330-25th St 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

Kathuine Wilst

ACORD 25 (2016/03)

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ACORD

NATEINT-01

KPHAM

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

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

	LOW. THIS CERTIFICATE OF IN: PRESENTATIVE OR PRODUCER, A				JTE A	CONTRACT	BETWEEN	THE ISSUING INSURER(S), A	UTHORIZED
lf thi	PORTANT: If the certificate holde SUBROGATION IS WAIVED, subje s certificate does not confer rights t	ct to	the	terms and conditions of	the po	licy, certain i	olicies may		
PROD	UCER License # 0548614				CONTA	ст Katherin			
	ern Insurance Marketing Corporatio	n			PHONE (A/C, No	o. Ext):		FAX (A/C, No):	
	ox 4760 ond Bar, CA 91765				E-MAIL ADDRE	ss. kathyw@	western-in	surance.net	
	,				ADDIKE			RDING COVERAGE	NAIC#
					INSURE	RA: State C			35076
NSUF	ED				INSURE				
	NATEC International, Inc.				INSURER C:				
	PO BOX 25205				INSURE				
	ANAHEIM, CA 92825				INSURER E :				
					INSURE				
COV	ERAGES CER	TIFIC	CATE	NUMBER:	1			REVISION NUMBER:	
CE	IS IS TO CERTIFY THAT THE POLICII DICATED. NOTWITHSTANDING ANY R RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	ES O EQUI PER POLI	F INSTREMENTAIN, CIES.	SURANCE LISTED BELOW ENT, TERM OR CONDITIO THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE	N OF A	NY CONTRAC THE POLICI REDUCED BY	CT OR OTHER	DOCUMENT WITH RESPECT T ED HEREIN IS SUBJECT TO AL	O WHICH THIS
ISR TR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$	
Ī	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
								MED EXP (Any one person) \$	
								PERSONAL & ADV INJURY \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$	
	OTHER:							s	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$	
	ANY AUTO			у у				BODILY INJURY (Per person) \$	
Ī	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident) \$	
Ī	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$	
	AUTOS ONET							s	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$	
	DED RETENTION \$							s	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH-	
		N/A		9050050		3/15/2021	3/15/2022	E.L. EACH ACCIDENT \$	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE DFFICER/MEMBER EXCLUDED?	IN/A	1					E.L. DISEASE - EA EMPLOYEE \$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,000
ESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES I	ACORE	101. Additional Remarks Sched	ule. mav b	e attached if mor	e space is requi	red)	
aive	RIPTION OF OPERATIONS / LOCATIONS / VEHIC er of Subrogation applies to Workers (Comp	ensa	tion to the extent provide	d in the	attached form	n.	•	
ER	TIFICATE HOLDER				CANO	CELLATION			
	THE PROPERTY				- CAN				
	City of Richmond Employment & Training Dep Richmond, CA 94804	artm	ent 3	30-25th Street				ESCRIBED POLICIES BE CANCI IEREOF, NOTICE WILL BE CYPROVISIONS.	
Allohillottaj est e 1001					AUTHORIZED REPRESENTATIVE				
					_	Carlo -	_		
	T.				/	- July	•		

ACORD 25 (2016/03)

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ENDORSEMENT AGREEMENT

BROKER COPY

WAIVER OF SUBROGATION BLANKET BASIS

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

1

HOME OFFICE SAN FRANCISCO

ALLEFFECTIVE 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.

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

PERSON OR ORGANIZATION

JOB DESCRIPTION

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:

AUTHORIZED REPRESENTATIVE

MARCH 11, 2021

PRESIDENT AND CEO

2572

SCIF FORM 10217 (REV.7-2014)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSES 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
- 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.

EPACE101-0814

Includes copyrighted material of Insurance Services Office, Inc.,

Page 1 of 2

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.

PACEP422363

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 Certificate Holder(s): 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.

EPACE106-0714

PACEP422363

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

Person(s) or Organization(s):

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.

PACEP422363

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.



Infinity Commercial Auto

11700 Great Oaks Way, Suite 450 Alpharetta, GA 30022

Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391

Claims Service: (800) 334-1661

ADDITIONAL NAMED INSURED ENDORSEMENT

Сору То	Policy ID Number	Expiration Date			
	504-61011-2397-001	12/27/2022 12:01 a.m.			
NATEC INTERNATIONAL, INC. Po Box 25205	Named Insured				
Anaheim, CA 92825-5205	NATEC INTERNATIONAL, INC.				
	This endorsement is attache listed policy. No changes wil changes are requested.				

Additional Insured

The City of Richmond, its Officers, Offi Employees, Agents and Volunteers

Part A - Liability Coverage, is changed as follows:

The definition of insured is changed to include the additional insured named above. Adding an **insured** will not increase the limit of our liability. The insurance provided by this endorsement will be excess over any other valid and collectible insurance.

All other parts of this Policy remain unchanged.

INSURED COPY AMEND DATE: 12/27/2021

50461AIS01 ENDORSEMENT: 4-1



Infinity Commercial Auto

11700 Great Oaks Way, Suite 450 Alpharetta, GA 30022

Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391

Claims Service: (800) 334-1661

PRIMARY AND NONCONTRIBUTORY ENDORSEMENT

Сору То	Policy ID Number	Expiration Date				
	504-61011-2397-001	12/27/2022 12:01 am.				
The City of Richmond, its Officers, Offi Employees, Agents and Volunteers 330 25th St Richmond, CA 94804	Named Insured					
	NATEC INTERNATIONAL INC.					
	This endorsement is attached to and for the following endorsement applies on appears on your Declarations Page.	orms a part of the listed policy. ly if Form Number 500PNCV01				

This endorsement modifies the insurance provided under your COMMERCIAL AUTO POLICY.

PART A – LIABILITY COVERAGE

OTHER INSURANCE - PART A ONLY

The following is added to this section:

The coverage afforded under **your** Commercial Auto Policy is primary to and will not seek contribution from any other insurance available to an additional insured under **your** policy provided that:

- a. You have agreed in writing in a contract or agreement that the coverage afforded under your Commercial Auto Policy would be primary and would not seek contribution from any other insurance available to such additional insured; and
- b. Such additional insured is a named insured under such other insurance.

ALL OTHER TERMS, LIMITS, CONDITIONS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

ADDL INSURED COPY

AMEND DATE: 12/27/2021

500PNCV01 ENDORSEMENT: 4-1