

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 7th day of December 2023 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and Raimi & Associates, Inc., a California corporation, whose principal address is 1900 Addison Street, Suite 200, Berkeley, CA 94704 (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Climate Action and Resiliency Plan Update. City staff issued an RFP on August 24, 2023 and after a submittal period of 28 days received four (4) timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on December 5, 2023.
- E. The City and Provider desire to enter into an agreement for Climate Action and Resilience Plan Update upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the 7th day of December 2023, and shall terminate on the 6th day of December 2025, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B.

b. The total two-year compensation for this Agreement shall not exceed \$225,0000. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE AND WORK PRODUCTS:

Provider represents to City that the services will be performed consistent with but limited to, that degree of skill and care ordinarily used by other reputable members of Provider's profession, practicing in the same or similar locality and under similar circumstances. Nothing in this Agreement shall be interpreted to require Provider to meet any higher standard of care, and this paragraph shall control over any such contrary provision. Provider makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Provider's services.

The Provider is not responsible, and liability is waived by the City as against the Provider for use by the City or any other person of any modified data, reports, plans or drawings without the Provider's written consent. Additionally, draft products by their very nature are incomplete, and the Provider shall not be responsible for the completeness and accuracy of draft products.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA

or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's negligent or reckless performance of its obligations under this Agreement or willful misconduct performed under this Agreement. In no event shall the cost to defend charged to Provider exceed the Provider's proportionate percentage of fault. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the

insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.


Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (owned (if any), non-owned, and hired) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for

any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall

result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs,

expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the “**Records**”).

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City’s preliminary examination or audit of records, and the City’s supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party’s respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda
Planning, Building and Transportation
City Hall
2263 Santa Clara Ave, Room 120
Alameda, CA 94501
ATTENTION: Danielle Mieler, Project Manager
Ph: (510) 747-4713

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

Raimi + Associates
1900 Addison Street, Suite 201
Berkeley, CA 94704
ATTENTION: Eric Yurkovich, Principal and Project Manager
Ph: (510) 394-3715

Email: eric@raimiassociates.com

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda
Planning, Building and Transportation Department
City Hall
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501
ATTENTION: Danielle Mieler, Project Manager
Email: dmieler@alamedaca.gov

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the

steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

27. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

28. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

29. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

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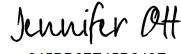
IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

RAIMI & ASSOCIATES, INC.
a California corporation

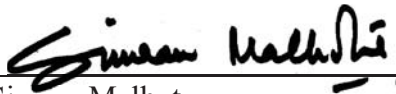


Matt Raimi
President and CEO

CITY OF ALAMEDA
a municipal corporation

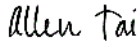
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Jennifer Ott
City Manager



Simran Malhotra
Vice President

RECOMMENDED FOR APPROVAL

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Planning, Building and Transportation
Director

APPROVED AS TO FORM:
City Attorney

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Chief Planning Counsel



PROPOSAL SUBMISSION FOR THE
City of Alameda

Climate Action and Resiliency Plan Update

September 21, 2023

Submitted by Raimi + Associates

In partnership with: Pathways Climate Institute | Cascadia Consulting | Fehr & Peers

Exhibit A: Scope of Work

The following scope of work describes the major tasks for the CARP.

Task 1. Project Management

Task 1a. Work Plan. R+A will develop a project work plan broken out by task that specifies lead and supporting team members, key work elements, due dates, required City actions, estimated timelines for City staff review, and task status. The work plan will be a living document, updated throughout the CARP process and reviewed during our monthly check-in meetings. As the work plan is refined, we sometimes suggest budget adjustments between tasks to align resource allocation.

Task 1b. Project Coordination. R+A will schedule regular monthly meetings with City staff to discuss the status of the project and coordinate project activities. Meetings will generally be virtual but may be in person on days with scheduled community engagement activities. We will also provide monthly status reports / invoices on the project. R+A uses Ajera software for internal management of projects, which provides us with real-time snapshots of staff time spent and task budget status.

Task 2. Climate Action Plan Update

Task 2a. GHG Inventory Update. R+A will prepare an updated 2022 communitywide GHG inventory for all sectors, re-forecasting emissions through 2050. R+A will use methods consistent with best practices, including the U.S. Community Protocol for Accounting and Reporting of GHG Emissions and the Local Government Operations Protocol. R+A will provide a template and guidance for the City to conduct future GHG inventories in-house.

Task 2b. GHG Reduction Strategy Evaluation. R+A will conduct a thorough review of existing GHG reduction strategies to assess progress toward meeting CARP goals, identify completed strategies, and understand where progress has/has not been made. This scan will be done using annual reports and discussions with Green Team members. We will consolidate the strategies into a single matrix, organized by reduction sector.

Task 2c. GHG Reduction Vision and Goals. Based on the updated GHG inventory, evaluation of CARP strategies, and recent plan development, R+A will revise the CARP's vision and goals for GHG reduction in collaboration with community members. This will include qualitative language, key performance metrics, and quantitative targets for each focus area of the CARP.

Task 2d. GHG Emission Reduction Strategies. In collaboration with the Green Team, stakeholders, and community members, R+A, Cascadia, and Fehr & Peers will update the GHG reduction strategies to reflect recently adopted City plans, priority strategies from Federal initiatives, the State 2022 Scoping Plan, and the revised vision and goals. To ensure the strategies are implementable during the next 5 years, these will be developed in tandem with Task 2e to provide a deeper level of understanding during this round of engagement.

Task 2e. GHG Emission Reduction Plans. While the City is making progress towards CARP goals, the R+A team will collaborate with the City to prepare detailed GHG reduction plans for 2025-2030. The implementation plans will clearly delineate specific action steps to implement the strategy, departments responsible for implementation, timelines, partners, and staffing and funding needs. The intent is to align with other plans, support annual work plan development, and align with the budgeting process. The CARP's recommended performance metrics related to the priority strategies will be identified to track and report progress on an annual basis in Task 2f. The plans will include one round of Green Team edits.

Task 2f. Performance Metrics and Dashboards. Building on the revised goals (2c) and updated strategies (2d) and action plans (2e), R+A will develop up to 10 web-based dashboards using Microsoft Power BI to allow the City to publish annual progress on performance metrics and targets. Performance metrics will be presented to help community members visualize progress and understand how they can be involved in implementation of the CARP using engaging

graphics. R+A will work directly with the Green Team to refine performance metrics (if different from annual reports), define targets, and visualize data into dashboards. SOPs will be developed for the new dashboards. Dashboards are assumed to be nestled into the City's existing CARP website.

Task 3. Hazard Mitigation and Climate Adaptation Update

Task 3a. Adaptation Strategy Evaluation.

Pathways will conduct an evaluation of hazard mitigation and adaptation strategies. This scan will be done using annual reports, review related to stormwater flooding, considering the size and number of storm events that impacted Alameda during winter 2022/2023, and recently completed plans such as the LHMP. We will consolidate the strategies into a matrix.

Task 3b. Groundwater Rise Analysis. Building on 2020 study completed by Pathways, Pathways will review a subset of monitoring well data post 2020, with an emphasis on the well observations in the spring of 2023 that consider the groundwater surface in response to the winter 2022/2023 rainfall events. Pathways will highlight any areas of potential change from the previous mapping. Updated mapping would require additional resources. Pathways will also review actions the City has completed to date to address vulnerabilities associated with groundwater rise and update the list of recommended actions.

Task 3c. Adaptation Vision and Goals. Based on the evaluation of adaptation strategies, new climate science, and recent plan development like as the Oakland-Alameda estuary projects, Pathways will revise the CARP's vision and goals for adaptation. The Ocean Protection Council is releasing updated sea level rise science (estimated for late 2023), consistent with updated science released by the Federal Sea Level Rise Task Force.

Task 3d. Adaptation Strategies. In collaboration with the Green Team, stakeholders, and community members, the Pathway will identify and prioritize new strategies as needed to reflect recently adopted City plans, ongoing work related to the Oakland-Alameda Estuary adaptation projects, and the revised vision and goals.

Task 3e. Adaptation Plans. Pathways will collaborate with the City to prepare up to three detailed adaptation plans, with a goal of identifying strategies appropriate for FEMA Hazard Mitigation Grant Program funds. The implementation plans will delineate action steps to implement each strategy, departments responsible for implementation, timelines, partners, and staffing and funding needs. The intent is to align with other plans like the CIP but will not include conceptual designs or engineering cost estimates.

Task 4. Community Engagement

Task 4a. Engagement Plan. R+A will prepare an internal Community Engagement Plan to clearly identify the proposed range of outreach tools and platforms and the timing and responsibilities related to each. The Engagement Plan will articulate an ongoing, multifaceted, and inclusive approach to seek input for the CARP update and community member involvement in implementing CARP as a call to action. Towards the conclusion of the process, R+A will develop an engagement plan for ongoing community engagement and outreach that supports implementing CARP strategies.

Task 4b. Green Team Meetings. The R+A team will participate in up to 8 Green Team meetings. Meeting topics will reflect the overall process / timeline, and materials for these meetings will be documents prepared for other project tasks. No summary will be prepared since the input from the meetings will be reflected in the documents.

Task 4c. Key Department/Organization

Interviews with Green Team. R+A will facilitate up to 8 interviews with departments represented in the Green Team to better understand their needs and goals for the CARP. Like Green Team meetings, no summary will be prepared.

Task 4d. Stakeholder Meetings. R+A will conduct up to 8 stakeholder meetings to obtain input on the plan update, and to help understand how each stakeholder supports plan implementation. Stakeholders will be identified with staff and may include local businesses owners, non-profit groups, neighborhood associations, community leaders, youth organizations, and local initiations. R+A will prepare a brief memorandum summarizing the results of the stakeholder interviews.

Task 4e. Community Survey. R+A will prepare an online survey using SurveyMonkey or another online survey platform to obtain feedback from the public on climate change topics in Alameda. We want to understand climate challenges; awareness of climate change; and strengths, weaknesses, and challenges of the City to address climate change.

The survey will be available through a link provided to City staff for distribution. The intent will be to work through CASA and key stakeholders to target survey distribution to equity priority populations, in addition to general distribution.

Task 4f. Community Meetings. The R+A team will organize three (3) in-person community meetings to provide the community members with basic knowledge focused on the CARP, to invite their input into shaping the update, and to empower them to take action. These are expected to be evening or weekend meetings that last approximately 1.5 hours. Each meeting will include an opening presentation followed by interactive exercises. The initial proposed topic of each community meeting is below:

- **Meeting #1:** CARP background, progress since 2019 plan, updated GHG inventory, and draft goals
- **Meeting #2:** CARP strategies and priorities for near term implementation
- **Meeting #3:** CARP update open house

Our team will develop the workshop format and prepare the agenda, consolidating and synthesizing relevant materials from the technical team when needed. We will also facilitate the workshop (lead facilitator and one assistant) and provide summary notes documenting input and identifying common discussion themes. City staff will be responsible for printing materials; providing translation; creating, mailing, posting, and distributing flyers; securing meeting rooms; and providing small group facilitators as needed beyond consultant team members. R+A can work with CASA directly to support the meeting.

Task 4g. Board and Commission Meetings. R+A will prepare for and present at up to 3 City Council, Planning Commission, or other board and commission meetings. R+A will prepare a brief slide show. City staff will provide the staff report.

Task 5. Draft and Final Plan

Task 5a. Administrative Draft Plan. R+A will develop an Admin Draft in Word for the Green Team and internal review. The City should provide one consolidated set of comments on the draft.

Task 5b. Screencheck Draft. R+A will incorporate staff comments from Administrative Draft and develop a graphically designed Screencheck Draft Plan for staff review before being released for public review. The City should provide one consolidated set of comments on the draft.

Task 5c. Public Review Draft. R+A will incorporate minor typographical edits into a Public Review Draft Plan. Also, R+A will create a matrix to track public comments and recommended changes to the CARP. R+A will work collaboratively with City staff to finalize changes to the CARP.

Task 5d. Final Plan. R+A will incorporate changes into the Public Review Draft based on community, decision-maker, and staff comments into a Final Plan. The Final Plan will be submitted to FEMA for "Approval, Pending Adoption." The adopted hazard mitigation plan will also be submitted to FEMA for approval. Consultant will respond to and address any comments from FEMA prior to final approval.

Task 5e. Hearings. R+A will attend up to 2 hearings on the Final Draft. R+A will prepare a brief slide show. City staff will provide the staff report.

Optional Tasks

Consumption-Based Inventory. Cascadia could develop a Scope 3 consumption-based emissions in the inventory, which may offer new opportunities for GHG reduction strategies, especially in partnership with community-based organizations and the broader public. Est. \$17,500.

GHG Reduction Analysis. Using our internally developed Emissions Reduction Intensity Calculator, R+A will assess a range of measures, including carbon-free energy, decarbonized buildings, zero waste, fossil-fuel free transportation, and carbon sequestration. R+A will estimate the GHG reductions associated with the implementation of each measure and assess the ability of the CARP to achieve the City's reduction goals, overall and by sector. Est. \$20,000.

Exhibit B: Fee Schedule

	Raimi + Associates					Pathways Climate Institute			Cascadia			Fehr & Peers				Total	
Hours per Task	Principal	Senior Sustain. Planner	Intermediate Planner	Planner	Graphics	CEO and Founder	Senior Adaptation Specialist	Engineer	Director	Associate	Project Coordinator	Project Manager	Associate In-Charge	Engineer	Graphic/ Admin	Labor Hours Per Task	Labor Cost Per Task
Task 1: Project Management																	
Task 1a. Work Plan	4	4				4										12	\$ 2,820
Task 1b. Project Coordination	16	16				4	12		2	4		2			2	58	\$ 12,470
Subtotal Task 1	20	20	0	0	0	8	12	0	2	4	0	2	0	0	2	70	\$ 15,290
Task 2: Climate Action Plan Update																	
Task 2a. GHG Inventory Update	4	8	40													52	\$ 8,980
Task 2b. GHG Reduction Strategy	2	12	16													30	\$ 5,330
Task 2c. GHG Reduction Vision and Goals	2	12	8													22	\$ 4,050
Task 2d. GHG Emission Reduction	4	16	8						4	4		1	1	4		42	\$ 8,310
Task 2e. GHG Emission Reduction	11	32	32		4				8	8		2		6		104	\$ 19,775
Task 2f. Performance Metrics and Reporting	4	12		40	8											64	\$ 9,520
Subtotal Task 2	27	92	104	40	12	0	0	0	12	12	0	3	2	10	0	314	\$ 55,965
Task 3: Hazard Mitigation and Climate Adaptation Update																	
Task 3a. Adaptation Strategy Evaluation						4	12	24								40	\$ 5,780
Task 3b. Groundwater Rise Analysis						8	2	60								70	\$ 9,200
Task 3c. Adaptation Vision and Goals						4	20									24	\$ 4,380
Task 3d. Adaptation Strategies						4	12	24								40	\$ 5,780
Task 3e. Adaptation Plans						8	20	40								68	\$ 9,960
Subtotal Task 3	0	0	0	0	0	28	66	148	0	0	0	0	0	0	0	242	\$ 35,100
Task 4: Stakeholder and Community Outreach																	
Task 4a. Engagement Plan	4	4		16					2	2						28	\$ 4,840
Task 4b. Green Team Meetings	16															16	\$ 4,400
Task 4c. Key Department/Organization Meetings	4	8														12	\$ 2,580
Task 4d. Stakeholder Meetings	4	8														12	\$ 2,580
Task 4e. Community Survey	2		4	20			2		1	1						30	\$ 4,650
Task 4f. Community Meetings	18	12	12	50	18	6	6									122	\$ 20,130
Task 4g. Board and Commission Meetings	18															18	\$ 4,950
Subtotal Task 4	66	32	16	86	18	6	8	0	3	3	0	0	0	0	0	238	\$ 44,130
Task 5: Draft and Final Plan																	
Task 5a. Administrative Draft Plan	8	16	32			4	16		2	4		1	1	2		86	\$ 16,080
Task 5b. Screencheck Draft	4	12	8		32	2	12									70	\$ 10,330
Task 5c. Public Review Draft	4	4	8		16											32	\$ 4,720
Task 5d. Final Plan	4	4	8		16											32	\$ 4,720
Task 5e. Hearings	12					2	8									22	\$ 5,150
Subtotal Task 5	32	36	56	0	64	8	36	0	2	4	0	1	1	2	0	242	\$ 41,000
Total Hours	145	180	176	126	94	50	122	148	19	23	-	6	3	12	2	1,106	
Billing Rate	\$275	\$185	\$160	\$135	\$100	\$245	\$170	\$115	\$260	\$160	\$130	\$310	\$280	\$175	\$155		
Labor Cost	\$39,875	\$33,300	\$28,160	\$17,010	\$9,400	\$12,250	\$20,740	\$17,020	\$4,940	\$3,680	\$0	\$1,860	\$840	\$2,100	\$310		
Total Firm Labor Cost	\$ 127,745					\$ 50,010			\$ 8,620			\$ 5,110				\$ 191,485	
EXPENSES																	
Project/Sub Management (7%)																\$ 4,462	
Travel																\$ 221	
Office Expenses (3%)																\$ 3,832	
Total Expenses	\$ 8,515					\$ -			\$ -			\$ -				\$ 8,515	
Total per Firm	\$ 136,260					\$ 50,010			\$ 8,620			\$ 5,110				\$ 200,000	
TOTAL	\$200,000																
Contingency	\$25,000																
TOTAL PLUS CONTINGENCY	\$225,000																

Optional Engagement Tasks (Per Meeting)	
Virtual Workshop	\$ 5,000
Survey	\$ 5,000
Pop-ups	\$ 2,500
Stakeholder Meeting	\$ 500
Focus Group	\$ 2,500
Interpretation Services	At cost



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2023

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Kaitlin Murray PHONE (A/C, No, Ext): 510-272-1410 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com														
INSURED Raimi & Associates, Inc. 1900 Addison Street Suite 200 Berkeley CA 94704	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B: Travelers Casualty and Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER D: HARTFORD INSURANCE COMPANY</td> <td>38288</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Company of America	25674	INSURER B: Travelers Casualty and Surety Co of America	31194	INSURER C: The Travelers Indemnity Company of Connecticut	25682	INSURER D: HARTFORD INSURANCE COMPANY	38288	INSURER E:		INSURER F:	
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INSURER F:															

 License#: 6003745
 RAIM&AS-01
COVERAGES**CERTIFICATE NUMBER:** 1637953551**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
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☐ Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	6803J079023	7/14/2023	7/14/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BA9R319577	7/14/2023	7/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y	Y	CUP7N361479	7/14/2023	7/14/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	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	Y	57WEGAD5TM3	7/14/2023	7/14/2024	☒ PER STATUTE ☐ 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
B	Professional Liability			106337798	7/14/2023	7/14/2024	Per Claim \$2,000,000 Aggregate Limit \$2,000,000

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

Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability. Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.
 Project #23028 - Alameda Climate Action and Resiliency Plan Update
 City of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). CANCELLATION/CHANGE: 30 day notice will be sent to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

City of Alameda 2263 Santa Clara Ave, 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
--	---

11/7/2023

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

POLICY NUMBER: BA9R319577

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT
YOU ARE REQUIRED TO INCLUDE AS
ADDITIONAL INSURED ON THE COVERAGE
FORM IN A WRITTEN CONTRACT OR
AGREEMENT THAT IS SIGNED AND
EXECUTED BY YOU BEFORE THE BODILY
INJURY OR PROPERTY DAMAGE
OCCURS AND THAT IS IN EFFECT
DURING THE POLICY PERIOD.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Cov-

ered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(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", "property damage", "personal injury" or "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.

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, or "personal injury" or "advertising injury" arising out of an offense committed, 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.

CG D3 61 03 05

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DATE OF ISSUE: 04/27/2023

Page 1 of 1

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57WEGAD5TM3

Endorsement Number:

Effective Date: 07/14/2023

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Raimi & Associates, Inc.
1900 Addison Street Suite 200
Berkeley, CA 94704

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____

Authorized Representative

Policy #: BA9R319577

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.