#### FIRST AMENDMENT TO AGREEMENT

| This First Amendment of the Agreement, entered into this         | day of            | 2025,           |
|--|-------------------|-----------------|
| by and between the CITY OF ALAMEDA, a municipal corporation      | on (hereinafter ' | 'the City") and |
| Raimi & Associates, Inc., a California corporation, whose princi | ipal address is   | 1900 Addison    |
| Street, Suite 200, Berkeley, CA 94704, (hereinafter "Provider"), | is made with re   | eference to the |
| following:   |                   |                 |

#### **RECITALS:**

- A. Whereas, On December 7, 2023, an agreement was entered into by and between the City and Provider (hereinafter "Agreement") in an amount not to exceed \$225,000, including contingencies, for consulting services for the Climate Action and Resiliency Plan (CARP) update.
- B. Whereas, the City Council authorized the City Manager to execute this Agreement on December 5, 2023.
- C. Whereas, The City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 1, TERM, of the Agreement is modified to read as follows:

The term of this Agreement shall commence on the 7<sup>th</sup> day of December 2023, and shall terminate on the 31<sup>st</sup> day of December 2026, unless terminated earlier as set forth herein.

2. Paragraph 2, SCOPE OF WORK, of the Agreement is modified to read as follows:

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 <u>Exhibit A-1</u> as requested. The Provider acknowledges that the work plan included in <u>Exhibit A-1</u> is tentative and does not commit the City to request Provider to perform all tasks included therein.

- 3. Paragraph 3, COMPENSATION TO THE PROVDER, of Agreement is modified to read as follows:
  - 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 A-1.

- b. The total compensation for this First Amendment shall not exceed \$30,000. The total compensation for this Agreement shall not exceed \$255,000. Use of contingency shall be for items of work outside the original scope and requires prior authorization.
- 4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

RAIMI & ASSOCIATES, INC. a California corporation

mean halliti

Matt Raimi

Vice President

President and CEO

MODE

CITY OF ALAMEDA a Municipal Corporation

Jennifer Ott City Manager

RECOMMENDED FOR APPROVAL:

-Signed by:

Allen Tai

Allen Tai

Planning, Building and Transportation Director

APPROVED AS TO FORM: City Attorney

—Signed by:

Cara Silver

Cara Silver

City Counsel



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2025

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 liqu of such endorsement(s).

|                                   | SUBROGATION IS WAIVED, subject<br>is certificate does not confer rights to   |  |  |  |   |  |   | require an endorsement   | i. A sta            | atement on  |
|-----------------------------------|--|--|--|--|---|--|---|--|---------------------|-------------|
|                                   | DUCER  |  |  |  | CONTAC<br>NAME:                             | Jim Ledbet   | tter  |  |                     |             |
| Ass                               | suredPartners Design Professionals   | Insu                                       | ıranc                                      | ce Services, LLC   |   | , Ext): 360-626  |   | FAX  |                     |             |
|                                   | 97 Mt. Diablo Blvd Šuite 230<br>ayette CA 94549  |  |  |  | E-MAIL<br>ADDRES                            | s: CertsDes  |   | (A/C, N₀):<br>uredPartners.com   |                     |             |
|                                   | 2,000  |  |  |  | 71221129                                    |  |   | RDING COVERAGE   |                     | NAIC#       |
| License#: 6003745                 |  |  |  |  |   |  | ca  | 25674  |                     |             |
| INSURED RAIM&AS-01                |  |  |  |  |   |  | 25682   |  |                     |             |
| Raimi & Associates, Inc.          |  |  |  |  | NCE COMPANY                                 |  | 38288   |  |                     |             |
|                                   | 00 Addison Street Suite 200<br>rkeley CA 94704   |  |  |  |   |  |   | CE COMPANY   |                     | 32603       |
| DCI                               | Keley Of Off Of  |  |  |  | INSURE                                      |  |   | 0L 001111 7 11 11  |                     | 02000       |
|                                   |  |  |  |  | INSURE                                      |  |   |  |                     |             |
| CO                                | VERAGES CER  | TIFIC                                      | ATE  | NUMBER: 185480867  | INCORL                                      | XI .   |   | REVISION NUMBER:   |                     |             |
| IN<br>CI<br>EX                    | IIS IS TO CERTIFY THAT THE POLICIES<br>DICATED. NOTWITHSTANDING ANY RE<br>ERTIFICATE MAY BE ISSUED OR MAY I<br>CCLUSIONS AND CONDITIONS OF SUCH  | QUIR<br>PERT<br>POLIC                      | EMEI<br>AIN,<br>CIES.                      | NT, TERM OR CONDITION<br>THE INSURANCE AFFORD<br>LIMITS SHOWN MAY HAVE   | OF ANY<br>ED BY                             | CONTRACT THE POLICIES EDUCED BY F                                      | OR OTHER I<br>S DESCRIBEI<br>PAID CLAIMS.                     | DOCUMENT WITH RESPECT TO   | CT TO V             | WHICH THIS  |
| INSR<br>LTR                       | TYPE OF INSURANCE  | ADDL<br>INSD                               | WVD  | POLICY NUMBER  |   | POLICY EFF<br>(MM/DD/YYYY)   | POLICY EXP<br>(MM/DD/YYYY)                                    | LIMIT  | s                   |             |
| В                                 | X COMMERCIAL GENERAL LIABILITY   | Υ  | Υ  | 6803J079023  |   | 7/14/2025  | 7/14/2026   | EACH OCCURRENCE DAMAGE TO RENTED   | \$ 2,000            | ,000        |
|                                   | CLAIMS-MADE X OCCUR  |  |  |  |   |  |   | PREMISES (Ea occurrence)   | \$ 1,000,000        |             |
|                                   | X Contractual Liab   |  |  |  |   |  |   | MED EXP (Any one person)   | \$ 10,000           | <u>D</u>    |
|                                   | Included   |  |  |  |   |  |   | PERSONAL & ADV INJURY  | \$ 2,000            | ,000        |
|                                   | GEN'L AGGREGATE LIMIT APPLIES PER:   |  |  |  |   |  |   | GENERAL AGGREGATE  | \$4,000             | ,000        |
|                                   | POLICY X PRO- X LOC  |  |  |  |   |  |   | PRODUCTS - COMP/OP AGG   | \$4,000             | ,000        |
|                                   | OTHER:   |  |  |  |   |  |   | COMPINED CINICLE LIMIT   | \$                  |             |
| В                                 | AUTOMOBILE LIABILITY   | Υ  | Y  | BA9R319577   |   | 7/14/2025  | 7/14/2026   | COMBINED SINGLE LIMIT (Ea accident)  | \$ 1,000            | ,000        |
|                                   | ANY AUTO   |  |  |  |   |  |   | BODILY INJURY (Per person)   | \$                  |             |
|                                   | OWNED SCHEDULED AUTOS ONLY NON-OWNED   |  |  |  |   |  |   | BODILY INJURY (Per accident)   | \$                  |             |
|                                   | X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY  |  |  |  |   |  |   | PROPERTY DAMAGE<br>(Per accident)  | \$                  |             |
|                                   |  |  |  |  |   |  |   |  | \$                  |             |
| Α                                 | X UMBRELLA LIAB X OCCUR  | Υ  | Υ  | CUP7N361479  |   | 7/14/2025  | 7/14/2026   | EACH OCCURRENCE  | \$ 3,000            | ,000        |
|                                   | EXCESS LIAB CLAIMS-MADE  |  |  |  |   |  |   | AGGREGATE  | \$ 3,000            | ,000        |
|                                   | DED X RETENTION \$ 0   |  |  |  |   |  |   | DED  | \$                  |             |
| С                                 | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N  |  | Υ  | 57WEGAD5TM3  |   | 7/14/2025  | 7/14/2026   | X PER STATUTE OTH-   |                     |             |
|                                   | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?   | N/A  |  |  |   |  |   | E.L. EACH ACCIDENT   | NT \$1,000,000      |             |
|                                   | (Mandatory in NH) If yes, describe under   |  |  |  |   |  |   | E.L. DISEASE - EA EMPLOYEE   | \$ 1,000            | ,000        |
|                                   | DESCRIPTION OF OPERATIONS below  |  |  |  |   |  |   | E.L. DISEASE - POLICY LIMIT  | \$ 1,000            |             |
| D                                 | Professional Liability   |  |  | AEC909218000   |   | 7/14/2025  | 7/14/2026   | Per Claim<br>Aggregate Limit   | \$2,000<br>\$2,000  |             |
| DEC                               | CONTINUE OF OPERATIONS (1 00 ATIONS (127)  | FC /-                                      | 0000                                       | 404 Additional Processing Co   | la1   | ette elle d'é  |   | - 4)   |                     |             |
| Inst<br>und<br>Pro<br>volu<br>are | CRIPTION OF OPERATIONS / LOCATIONS / VEHICL LIFED OWNS NO COMPANY VEHICLE LIFED OWNS NO COMPANY LIFED STATES OF THE STATES LIFED STATES LIFED OWNS OF THE STATES LIFED STATES LIFED OWNS OF THE STATES LIFED OWNS OF THE STATES LIFED OWNS OF THE STATES LIFED OWNS OWNS OWNS OWNS OWNS OWNS LIFED OWNS OWNS OWNS OWNS OWNS LIFED OWNS OWNS OWNS OWNS OWNS LIFED OWNS OWNS OWNS OWNS OWNS OWNS LIFED OWNS OWNS OWNS LIFED OWNS OWNS OWNS OWNS LIFED OWNS OWNS OWNS LIFED OWNS OWNS OWNS LIFED OWNS LI | re, hi<br>lla/ex<br>nd Re<br>red a<br>m wo | red/n<br>cess<br>esilie<br>s resp<br>rding | ion-owned auto is the maxi<br>liability: General Liability/A<br>ncy Plan Update City of Ala<br>pects general liability and a<br>. Insurance coverage inclu | imum co<br>Auto Liab<br>ameda,<br>auto liab | overage that a<br>bility/Employe<br>its City Coun-<br>ility as require | applies. The fers Liability.<br>cil, boards, coed per writter | following policies are inclu<br>ommissions, officials, emp<br>n contract. General Liabilit | oloyees,<br>y and A | agents, and |
| CF                                | RTIFICATE HOLDER   |  |  |  | СФИС  | FI I ATION 1   | 30 Day Notice   | e of Cancellation  |                     |             |
| <u>JLI</u>                        | City of Alameda<br>2263 Santa Clara Ave,   |  |  | -bs<br>LC  | SHO<br>THE<br>ACC                           | ULD ANY OF 1<br>EXPIRATION   | THE ABOVE D I DATE THE  | ESCRIBED POLICIES BE CA<br>EREOF, NOTICE WILL E<br>BY PROVISIONS.                          |                     |             |
|                                   | Alameda CA 94501   |  |  |  |   | 1,   |   |  |                     |             |

POLICY NUMBER:

#### 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 and executed 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 an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this 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". **POLICY NUMBER** 

#### 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
  - 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:

- 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 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved. Page 1 of 1 CG T8 0X XX XX Includes copyrighted material of Insurance Services Office, Inc. with its permission.

#### 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.

#### 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:

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

#### 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

- "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:
  - 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.
- 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.

**COMMERCIAL AUTO** 

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.

Policy # BA9R319577

**COMMERCIAL AUTO** 

#### 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:** 07/14/2025 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

Form WC 04 03 06 (1) Printed in U.S.A.

Policy Expiration Date: 07/14/2026

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**

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".

 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.



November 13, 2025

#### **Danielle Mieler**

Sustainability and Resilience Manager City of Alameda 2263 Santa Clara Avenue Alameda, CA 94501

### City of Alameda Municipal Greenhouse Gas Inventory and CARP **Implementation Scope of Services**

#### BACKGROUND

Raimi + Associates (R+A) worked with the City of Alameda to update its Climate Action and Resilience Plan (CARP), which was adopted in January 2025. The update included evaluating the progress and efficacy of the CARP's original mitigation and adaptation measures, conducting a communitywide GHG inventory, and suggesting a more streamlined approach with the addition of new strategies to fill gaps, address challenges to implementation, and align with the City's Local Hazard Mitigation Plan update. The CARP update identified key building decarbonization strategies including minimizing natural gas use in municipal facilities. The first step in this process is to conduct a municipal greenhouse gas (GHG) inventory to estimate the City's operational GHG emissions and understand its largest sources of emissions including which facilities are contributing the most to total emissions.

R+A will prepare a municipal operations GHG inventory for the City of Alameda for the most recent year for which data is available, likely 2024. The inventory will be consistent with the ICLEI Local Government Operations Protocol (LGOP). The inventory will primarily address Scope 1 and Scope 2 emissions. Scope 1 includes direct emissions from sources that are owned or controlled by the City, including on-site fossil fuel combustion and fleet fuel consumption. Scope 2 GHG emissions are indirect emissions from sources that are owned or controlled by the City, including emissions that result from the generation of electricity or energy purchased from a utility provider. The inventory will also identify any significant sources of Scope 3 GHG emissions from activities including employee travel and commuting or contracted solid waste disposal or wastewater treatment.

#### **EXPERIENCE**

R+A has over a decade of experience in preparing climate action and adaptation plans statewide. Recent climate action and adaptation plans by R+A include plans for the cities of Petaluma, Ventura, Santa Clara, South San Francisco, Alameda, Ojai, San José, Beaumont, and San Luis Obispo, among others. Each of these plans addresses the fundamental sectors of climate action – energy, buildings, mobility and land use, solid waste, water, and sequestration. The plans also evaluate climate-related vulnerabilities and identify adaptation strategies that



leverage local hazard mitigation plans. Our experience, combined with the local knowledge we developed while updating Alameda's CARP, positions us to efficiently develop an accurate municipal GHG inventory for the City.

#### SCOPE OF SERVICES

#### **Task 1. Municipal Operations GHG Inventory**

**Task 1.1: Inventory Data Collection.** R+A will provide a data request to work with City staff to gather the following data from City departments and local utilities for calendar year 2024. If data is not available, R+A will work with the City to help identify a data collection process for future tracking and inventory development.

| Sector                               | Data Need   |
|--------------------------------------|---|
| Buildings and Other Facilities       | Electricity usage (kWh) and natural gas usage (therms) from all municipal accounts and all suppliers (AMP and PG&E) |
| Streetlights and Traffic Signals     | Should be included in electricity data request  |
| Vehicle Fleet                        | Fuel purchases by type of fuel (gallons)  |
| <b>Employee Travel</b>               | Employee commute survey conducted for calendar year 2022  |
| Water Delivery Facilities            | Water consumed by municipal facilities (gallons)  |
| Solid Waste                          | All mass solid waste sent to landfill (MT) Volume digester gas produced per day                                     |
| Other Process and Fugitive Emissions | All refrigerants purchased (lbs.)   |

R+A will also review data for quality, identify and clean areas of inconsistency, outliers, or erratic inputs. If needed, we will review and confirm sources and assumptions. We will also identify any gaps that could lead to inconsistencies or skew the overall inventory. R+A will utilize its internal process for quality assurance to confirm data inputs, GHG emissions factors, and underlying assumptions and calculations used to estimate GHG emissions.

**Task 1.2: Complete Municipal GHG Inventory.** R+A will prepare municipal greenhouse gas inventory using methods consistent with current best practices, including the ICLEI LGOP. R+A will synthesize the activity data and emissions factors relevant to each of the sectors in an excel-based inventory model that can be utilized by City staff for future inventories

**Task 1.3. Prepare Draft and Final GHG Inventory Report.** R+A will compile results and methodologies into a draft GHG emissions inventory report. Following review by the City,



R+A will complete a final GHG inventory report. The inventory report will also identify the municipal facilities that consume the most energy and generate the highest GHG emissions.

#### Deliverables:

- Data request spreadsheet and data quality review
- Preliminary and final GHG inventory results
- Draft and final inventory report

#### Task 2. CARP Metrics Data Collection and Dashboard Updates

R+A will assist City staff in collecting and reviewing CARP metrics data for the 2025 CARP Annual Report. R+A will also be available to assist City staff in updating the CARP Metrics Hub dashboard.

#### Deliverable:

- Technical assistance for CARP metrics data collection and dashboard

#### **Task 3. CARP Implementation Support**

**Task 3.1: Nonresidential Decarbonization Technical Assistance.** R+A will work the City to assist with decarbonization policy development for nonresidential, multifamily, and municipal facilities. R+A will analyze the Alameda-specific cost-effectiveness study for nonresidential buildings, which should be available in January 2026. R+A will prepare the code language and assist with preparation of the City Council Resolution.

**Task 3.2: Development Checklist Technical Assistance.** R+A will work with the City to develop a CARP implementation checklist for new development to ensure proposed developments are designed to be consistent with the CARP.

#### Deliverables:

- Draft and final nonresidential decarbonization policy
- Technical assistance for development checklist



### **BUDGET**

|  |                      |                          | Total                            |                                      |                            |                     |        |
|--|----------------------|--------------------------|----------------------------------|--------------------------------------|----------------------------|---------------------|--------|
| Hours per Task   | Principal<br>(Wells) | Principal<br>(Yurkovich) | Senior<br>Planner II<br>(Taylor) | Intermediate<br>Planner I<br>(Perez) | Labor<br>Hours Per<br>Task | Labor Cost Per Task |        |
| Task 1. Data Collection                                      |                      |                          |                                  |                                      |                            |                     |        |
| Task 1. Data Collection                                      | 4                    |                          | 24                               |                                      | 28                         | \$                  | 5,880  |
| Task 2. Complete GHG Inventory                               | 2                    | 2                        | 32                               |                                      | 36                         | \$                  | 7,440  |
| Task 3. Prepare Draft and Final GHG Inventory Report         | 4                    |                          | 16                               |                                      | 20                         | \$                  | 4,320  |
| Subtotal Task 1  |                      |                          |                                  |                                      | 84                         | \$                  | 17,640 |
| Task 2. CARP Metrics Data Collection and Dashboard Updates   |                      |                          |                                  |                                      |                            |                     |        |
| Task 2. CARP Metrics Data Collection and Dashboard Updates   |                      |                          | 6                                | 18                                   | 24                         | \$                  | 3,780  |
| Subtotal Task 2  |                      |                          |                                  |                                      | 24                         | \$                  | 3,780  |
| Task 3. CARP Implementation Support                          |                      |                          |                                  |                                      |                            |                     |        |
| Task 3.1 Nonresidential Decarbonization Technical Assistance | 12                   |                          | 18                               |                                      | 30                         | \$                  | 7,110  |
| Task 3.2 Development Checklist Technical Assistance          | 2                    |                          | 4                                |                                      | 6                          | \$                  | 1,380  |
| Subtotal Task 3  |                      |                          |                                  |                                      | 36                         | \$                  | 8,490  |
| Total Hours  | 24                   | 2                        | 100                              | 18                                   | 144                        | -                   |        |
| Billing Rate   | \$300                | \$300                    | \$195                            | \$145                                |                            |                     |        |
| Labor Cost   | \$7,200              | \$600                    | \$19,500                         | \$2,610                              |                            |                     |        |
| Total Firm Labor Cost  |                      |                          |                                  |                                      |                            | \$                  | 29,910 |
| GRAND TOTAL  |                      |                          |                                  |                                      |                            | \$                  | 29,910 |