SERVICE PROVIDER AGREEMENT

	This S	SERVICE	E PROVII	DER	AGREI	EMEN'	T ("Ag	greem	ent") is e	ntered into	this	_ day
of		2026 ("	Effective	Date	"), by a	and bet	ween	the Cl	TY OF A	LAMED	A, a muni	cipal
corpo	ration ("the City	y"), and,	NAZ	& CO	dba	TRUE	BLU	E AUTO	MATIO	N, a Calif	ornia
corpo	ration,	whose	address	is,	6200	STO	NERII	OGE	MALL	ROAD	SUITE	300
PLEA	SANT	ON, CA	94588, in	refe	rence to	the fo	llowin	g facts	s and circ	umstances	:	

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: 5-Year On-Call Electrical Maintenance. City staff published a notice in the newspaper on September 26th, 2025, and, after a submittal period of 25 days, received 6 timely submitted bids or proposals and selected the service provider that best meets the City's need for services.
- 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 ______, 2026.
- E. The City and Provider desire to enter into an agreement for 5-Year On-Call Electrical Maintenance Services, 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 1st day of February 2026, and shall terminate on the 30th day of June 2031, unless terminated earlier as set forth herein.

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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 <u>Exhibit B</u> and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in <u>Exhibit B</u>.
- b. Compensation for this contract shall not exceed \$75,000 per year, for a total five-year compensation **not to exceed \$375,000**. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. <u>TIME IS OF THE ESSENCE</u>:

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

5. STANDARD OF CARE:

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

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. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

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. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. <u>HOLD HARMLESS</u>:

- 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 performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. 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 Indemnitees shall expressly survive the expiration or early termination of this Agreement.

10. <u>INSURANCE</u>:

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 (3). 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.

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,

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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 (any auto) 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.

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 INSUREDS:

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. <u>SUFFICIENCY OF INSURANCE</u>:

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. <u>EXCESS OR UMBRELLA LIABILITY:</u>

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. If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.

11. <u>CONFLICT OF INTEREST</u>:

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 <u>not</u> 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. <u>RECORDS</u>:

a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

- b. 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**").
- c. 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.
- d. 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 Public Works Department 950 West Mall Sq. Ste 110 Alameda, CA 94501

ATTENTION: Chandni Patel, Facilities Project Manager

Ph: (510) 747-7978

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

Naz & Co dba True Blue Automation Services 6200 Stoneridge Mall Road Suite 300 Pleasanton, CA 94588 Berk Gurkan – President 925-808-7331

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

City of Alameda Public Works Department 950 West Mall Sq. Ste 110 Alameda, CA 94501 ATTENTION: Becka Merchant

Ph: (510) 747-6868 / rmerchant@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. <u>TERMINATION</u>:

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. <u>HEALTH AND SAFETY REQUIREMENTS</u>.

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. <u>COMPLIANCE WITH ALL APPLICABLE LAWS</u>:

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. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

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.

PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider's request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider's principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. <u>CAPTIONS</u>:

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.

28. 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.

29. **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.

30. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Naz & Co.

a California corporation

Berk Gurkan

President

CITY OF ALAMEDA a municipal corporation

Adam Politzer

Interim City Manager

-Signed by:

781A920D58E943D...

Secretary

RECOMMENDED FOR APPROVAL

-Signed by:

Erin Smith

Erin Smith

Public Works Director

APPROVED AS TO FORM:

City Attorney

Signed by:

len Aslanian

Len Aslanian

Assistant City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2025

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 lieu of such endorsement(s).

tills certificate does not comer rights to	ille certificate flojuer ili jieu or su	ich endorsement(s).			
PRODUCER		CONTACT NICK SMADI			
Business World Insurance Agency		(A/O, NO, EXI). (7)	9) 773-1101		
7800 University Ave A-1		E-MAIL ADDRESS: Nick.smadi@insuremefree.com			
		INSURER(S) AFFORDING COVERAGE	NAIC#		
La Mesa	CA 91942	INSURER A: ATAIN SPECIALTY INS CO	17159		
INSURED		INSURER B: UNITED FINANCIAL CAS CO	11770		
NAZ & CO dba TRUE BLUE A	JTOMATION SERVICES	INSURER C: TECHNOLOGY INS CO INC	42376		
6200 Stoneridge Mall Road		INSURER D: PALMS INSURANCE COMPANY, LTD	17327		
Suite 300		INSURER E:			
Pleasanton	CA 94588	INSURER F:			

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR .TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	3
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 100,000
							MED EXP (Any one person)	\$ 5,000
4		Υ	Υ	APF200002666	10/24/2025	10/24/2026	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
;	OWNED SCHEDULED AUTOS	Υ	Υ	988248573	10/24/2025	04/24/2026	BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION\$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER	
C ANY PROPRIETOR/PARTNER/EXECUTIVE Y OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	Υ	TWP4637791	07/26/2025	07/26/2026	E.L. EACH ACCIDENT	\$ 1,000,000
			'	1 10024637791	0112012023	01/20/2020	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	Professional Liability						EACH OCCURRENCI	\$1,000,000
)				CSIPCPPL00140-01	08/29/2025	08/29/2026	AGGREGATE	\$1,000,000

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

E-30 days written notice of cancellation

The City of Alamedais listed as additional insured

—Initial

12/9/2025

|--|

The City of Alameda 2263 Santa Clara Ave. Alameda, CA 94501 CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

()	(
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BUSINESS WORLD INS 7800 UNIVERSITY #A1 LA MESA, CA 91942



NAZ & CO TRUE BLUE AUTOMATION SERVICES 6200 STONERIDGE MALL RD SUITE 300 PLEASANTON, CA 94588 Policy number: 988248573

Underwritten by: United Financial Cas Co Insured:

NAZ & CO

November 20, 2025

Policy Period: Oct 24, 2025 - Apr 24, 2026

Mailing Address

United Financial Cas Co PO Box 94739 Cleveland, OH 44101

1-800-444-4487

For customer service, 24 hours a day, 7 days a week

Additional insured endorsement

The City of Alameda 2263 Santa Clara Ave.

Alameda, CA 94501

Name of Person or Organization

This endorsement modifies insurance provided under the commercial auto policy and any endorsements thereto affording liability coverage.

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page** and showing liability coverage.

Limit of Liability

Bodily InjuryNot applicableProperty DamageNot applicable

Combined Liability \$2,000,000 each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 988248573

Issued to (Name of Insured): NAZ & CO

TRUE BLUE AUTOMATION SERVICES

Effective date of endorsement: November 19, 2025 Policy expiration date: April 24, 2026

Form 1198 (07/16)

BUSINESS WORLD INS 7800 UNIVERSITY #A1 LA MESA, CA 91942



NAZ & CO TRUE BLUE AUTOMATION SERVICES 6200 STONERIDGE MALL RD SUITE 300 PLEASANTON, CA 94588 Policy number: 988248573

Underwritten by: United Financial Cas Co Insured: NAZ & CO November 20, 2025

Policy Period: Oct 24, 2025 - Apr 24, 2026

Mailing Address

United Financial Cas Co PO Box 94739 Cleveland, OH 44101

1-800-444-4487

For customer service, 24 hours a day, 7 days a week

Waiver of Subrogation Endorsement

This endorsement modifies insurance provided under the following:

Commercial Auto Policy Motor Truck Cargo Liability Coverage Endorsement Commercial General Liability Coverage Endorsement

We agree to waive any and all subrogation claims against the person or organization designated below.

Name of Person or Organization:

The City of Alameda 2263 Santa Clara Ave. Alameda, CA 94501

This endorsement applies to policy number: 988248573

Issued to: NAZ & CO

TRUE BLUE AUTOMATION SERVICES

Endorsement effective: November 19, 2025 Expiration: April 24, 2026

All other terms, limits and provisions of this policy remain unchanged.

Form 8610 (02/19)

COMMERCIAL GENERAL LIABILITY CG 20 33 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and 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.

However, the insurance afforded to such additional insured:

- Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- 1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - **b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- "Bodily injury" or "property damage" occurring after:
 - a. 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
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement you have entered into with the additional insured; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

POLICY NUMBER: APF200002666

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 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization with whom the insured has agreed by written contract to perform services within the terms and conditions of this policy to which this form is attached.	Locations as required and specified by written contract for commercial work or residential remodeling only. Resedential "new construction," including any singefamily dwellings, townhomes, or condiminiums is excluded along with any appurtenances at such properties including club houses, detached garages, detached buildings, and swimming pools. "New construction" means operations that involve the original construction of a building or building unit.
Information required to complete this Schedule, if not sho	own 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" 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".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

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

ENDORSEMENT

This Endorsement Changes the Policy - Please Read it Carefully

PRIMARY AND NON-CONTRIBUTING INSURANCE (Sole Negligence)

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV - Commercial General Liability Conditions, Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

d. Specifically and solely for the Third-Party shown below, notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph, it is hereby agreed that in the event of any "suit" where the damages are caused by the insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and noncontributory.

The Third-Party to whom this endorsement applies is:

Any party for whom the insured is performing services, at a specified project set forth in a written contract, that:

- (1) has been signed by all parties, including the named insured and the party seeking coverage under this endorsement; and
- (2) has been entered into before any loss has occurred.

Policy Number: APF200002666

Named Insured: Naz & Co

Endorsement Effective Date: 10/24/2025

AF001397 (09/16) Page 1 of 1

WC 04 03 06 (Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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 as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/26/2025 Policy No. TWP4637791 Endorsement No. 0
Insured NAZ & CO Premium \$ 2,427

Insurance Company Technology Insurance Company, Inc.

Countersigned by _____

WC 04 03 06 (Ed. 04-84)

POLICY NUMBER:APF200002666

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



10/19/2025

CITY OF ALAMEDA PUBLIC WORKS DIVISION

RFP: 5-Year On-Call Electrical Maintenance



Attention to: Chandni Patel, Facilities Project Manager **Public Works**



A. Authorization and Compliance

We, TBA Automation, are pleased to submit our proposal for the City of Alameda City as outlined in RFP **5-Year On-Call Electrical Maintenance**. This submission is authorized by Berk Gürkan, Electrical Engineer, who is fully empowered to negotiate and commit to terms on behalf of TBA Automation.

We are committed to meeting all indemnification and insurance requirements outlined in the RFP. Furthermore, we affirm that the terms of our proposal will remain valid for 90 days following the proposal submission deadline.

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B. Affirmative Action Plan

TBA Automation is dedicated to fostering a workplace that promotes equality and eliminates unlawful discrimination. Our Affirmative Action Plan is fully compliant with all relevant federal, state, and local regulations, ensuring a diverse and inclusive environment.

We believe that a diverse team brings a broader perspective, ultimately benefiting the quality and innovation of our solutions.

CONFLICTS OF INTEREST/PROPRIETARY INFORMATION/ EXCLUSIONS

Conflicts of Interest

We do not see any real or perceived conflicts of interest for TBA in providing services through this contract. We will continue to monitor our activities and will communicate with City of Alameda City if any conflicts should arise.

Proprietary Information

TBA acknowledges that nothing in the submitted RFP is proprietary to TBA and that once submitted, all RFPs shall become the property of the City of Alameda City.

Exclusions

There are no project categories that TBA wishes to be excluded from



C. Debarment and Suspension Certification

In compliance with Title 49, Part 29 of the Code of Federal Regulations, TBA Automation certifies that neither we nor any affiliated individuals are currently under suspension, debarment, voluntary exclusion, or ineligibility determination by any federal agency.

The completed Debarment and Suspension Certification is included with our submission.

D.State Prevailing Wage Rates

TBA Automation acknowledges and commits to adhering to the State of California's General Prevailing Wage Rate requirements, as outlined in California Labor Code, Section 1773. We will ensure full compliance with all applicable federal, state, and local laws relevant to the execution of this project.

E. Signature and Contact Information

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below

This cover letter is signed by our Electrical Engineer and an authorized representative of True Blue Automation Services

Berk Gurkan

Electrical Engineer

6200 Stoneridge Mall Road Suite 300 Pleasanton 94588, United States (925) 808-7331

berk@tbautomationservices.com





HISTORY

True Blue Automation Services is an electrical contractor and system integrator with 20+ years of experience in industrial/commercial electrical field. We're currently under contract and a source of on-call electrical service provider throughout Northern CA for multiple cities, counties public work departments, and State Departments.

TB Automation's main office is located in Pleasanton, CA and our electrical panel shop in Livermore.

DIR# 1000044543 SB# 2003880

Electrical Contractor License C-10 #1018673

Naz & Co. dba: True Blue Automation Services (Corporation)

A)Electrical Services

- 1) Installation,removal,testing,maintenance,repair,programming and replacement services for
 - Switchgears, Distribution Panels, Panelboards, Subpanels
 - Transformers
 - VFDs, Soft Starters, AC motors, Motor Control Cabinets(MCCs)
 - Circuit Breakers, Disconnect Switches, Contactors, Relays, fuses, panel indicators, and all low-voltage electrical equipment
- 2) Installation, removal, replacement and repairing of interior and exterior lighting HID, fluorescent, ballast, LED, switches, exit signs, emergency lights, and control units 3) Electrical alternation and modification service for all site equipment / Machinery. Electrical wires, fixtures, receptacles, switches, conduits etc.

B)Condition Monitoring, Preventative Maintenance and Reliability Services

Variable Frequency Drive (VFD) /Soft starter/ Motor Control Center

Each drive will undergo our rigorous 55-point Quality Assurance Inspection and Certified-VFD start-up services

Electrical Power Testing Services

Harmonic Distortion

Power Analyzing Reactive, apparent and total power

Insulation Resistance testing

Thermograph(IR) Inspection Service(sample report will be provided upon request)

Arc Flash Analysis

Coordination Study



Advance AC Motor Condition Monitoring Service

Vibration Analysis
Surge and Hipot test
LCR Testing
Laser Shaft Alignment
Insulation Resistance Test
Motor Shaft Voltage Test

Circuit Breaker Testing Services

Primary injection testing for your LV circuit breakers to verify their response under overload and fault current conditions.

Contact Resistance Testing Insulation Resistance Testing

C)Custom Electrical and Control Panel Building Services

- *Upgrade and Retrofit projects for Motor Control Centers, VFDs, Soft starters
- *Upgrade and Retrofit projects for Electrical Distribution Panels, Switchgears and subpanels
- *Update Electrical Drawings, Schematic and Layout

D)Equipment Repair Services

Repair Service includes a full inspection, individual component analysis and replacement for all industrial automation, electrical parts, (PLC, HMI, VFD, Softstarter, Printed circuit Boards, Digital input/output boards, Analog input/output boards, breakers, disconnects, fuses

- *Over 4,000,000 repair items pre-priced online
- *2-year parts & labor warranty
- *Pick-up & Drop-off Service at no charge



Awarded On-call Electrical	Service Contracts		
County of Alameda Public Works Division	2021-2024	On-call electrical services	\$187,500.00
County of Santa Clara Public Works Division	2021-2023	On-call electrical services	\$200,000.00
City of Mountain View Public Works Division	2021-2024	On-call electrical services	\$300,000.00
City of Santa Clara Public Works Division	2020-2023	On-call electrical services	\$300,000.00
City of Redwood City Water/Sewer/Storm Division	2023-2027	On-call electrical services	\$836,000.00
City of Santa Clara Water/Sewer/Storm Division	2020-2026	On-call electrical services	\$1,600,000.00
City and County of San Francisco	2020-2021	On-call electrical services	\$300,000.00
Yupana Inc	2021-2023	On-call electrical services	\$150,000.00
California Veterans Home	2020-2021	On-call electrical services	\$50,000.00
E-INK	2020-2022	On-call electrical services	\$60,000.00
County of Santa Clara Library Division	2018-2021	On-call electrical services	\$550,000.00
City of Antioch	2024-2028	On-call electrical Services	\$600,000.00



APPROACH AND WORK PLAN

PROJECT MANAGER AND PROJECT TEAM

TB Automation has assembled a team structured to match your needs. The team has been selected to make certain that the staff members provided, and the industry leaders we are teaming with, provide City of Alameda City with a highly experienced staff.

This section includes the names, roles, brief biographies, relevant experience and for each key staff member proposed to City of Alameda City.

Full resumes for our entire team are included

Upon acceptance and issuance of a Notice to proceed from the District to True Blue's response to a "Work Order", A Project Team will be established to coordinate, manage and perform the work authorized under the "Work Order". This Project Team will onsist of:

City of Alameda
City

FIELD SERVICE
SUPERVISOR
John Labat

ELECTRICAL

INSIDE SERVICE
INSIDE SER

COORDINATOR Joshua Gramza ELECTRICAL ENGINEER Eric Sahin

INSIDE SALES MANAGER Ness Budan

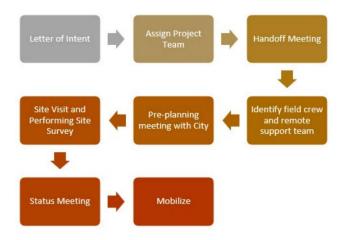


Efficiently Integrating Different Worlds to Deliver Reliable Solutions

TBA will provide the City of Alameda City with two highly qualified technical advisors and a proven project manager. To seamlessly tie this team together, Berk Gurkan, John Labat will build a deep understanding of the technical needs of City of Alameda City.

Along with technical expertise, John and Berk relationship with the City will provide TBA with the insight needed to perform projects to meet the City's expectations. Moreover, because our field techs, managers, and advisors are primarily based in the Bay Area, they will prove invaluable for communicating within the team and, in turn, delivering cost-effective and reliable solutions.

Project Approach Work Flow



Response Time Response to Non-Emergency Work Requests:

True Blue takes a proactive approach to responding to service calls. We have a sameday policy for addressing service calls and setting appointments. True Blue personnel intend to be on-site and respond to non-emergency work requests by the City within 24 hours from the time of notification.

Response to Emergency Work Requests: True Blue provides 24-7 service to our customers when the need arises. Our answering service will handle after-hours calls and immediately routed to an appropriate manager for review of the problem with the City. The manager will be responsible for dispatching a qualified electrician who is capable of resolving the problem. Upon Request, True Blue personnel intend to be onsite in 1-2 hours to evaluate the emergency situation.



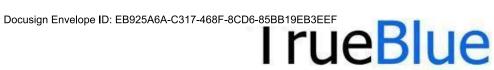
KEY PERSONNEL

Berk Gurkan – Project Manager

- Prepares and is responsible for all administrative tasks as required for the assigned project(s) job setup, all logs, submittals, shop drawings, and RFIs.
- Assists in research for prime contract change orders, and subcontract change orders.
- Maintains communication with the customers and customer's engineer as required.
- Prepares and or assists the billing process and procurement of payment from the customer with oversight from his supervisor.
- Works with the superintendent in evaluating the proper equipment needed for the project and assures company owned equipment is utilized as much as possible
- Review the project's overall job cost and prepare a monthly report analyzing the projected job costs and man-hour productions.
- Read and understand the plans and specifications regularly.
- Assists project management in directing additional job staff such as project administrators and labor forces in their respective job duties.
- Assists in directing and monitoring the buyout of the job including but not limited to subcontracts, purchase orders and company costs and expenses.
- Analyze the capabilities of subcontractors and suppliers as they begin and continue their work as it relates to quality and quantity of work.
- Direct and monitor the project submittal process timely.
- Assists in producing, directing and monitoring the project schedule with the supervisors. Provide monthly updates to the client or as directed within the guidelines of the prime contract
- Keep supervisors informed as to upcoming direct hire work and the jobsite needs of tools and equipment.
- Assists project management group in the project closeout process per the established company procedure.
- Reviews and approves, as required, daily timecards for all project labor staff, union or non-union, working on their respective projects.
- Collects and submits all certified payroll documents as required.

Eric Sahin – Electrical Engineer

- Bachelor of Science Degree in Electrical and Power Electronics Engineering
- Postgraduate Degree in Finance
- Editing, creating, upgrading electrical drawings on EPLAN
- Writes specifications in the process of completing the electrical design

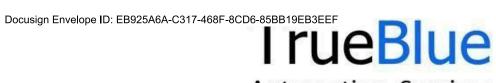


Automation Services

- Performs advanced engineering calculations for low and medium voltage power distribution and motor control including: -Short circuit current calculations -Voltage drop calculations - Breaker coordination studies, Arc Flash studies
- Prepares company bid documents, RFI, RFQ and contract, change orders
- Specifies, develops bid packages, and procures major equipment
- Manages project scope, schedule, and budget
- Manages and communicates with project-specific customers, consultants, and company staff
- Prepares data tables, graphs, cost estimations, justifications, and reports required for evaluations and projects in multiple projects
- Interprets and understands engineering work reports and jobsite drawings and provides input or guidance
- Prepares and publishes various documents and reports for state and local government agencies
- Utilizes Company financial software to accurately monitor project costs during and at the end of a project
- Provides project management and shared field inspection at the location of the project construction
- Provides technical support and fieldwork documentation for field operations and maintenance

John Labat - Field Service Supervisor

- 10+ years of experience in the industrial automation field and electrical field
- Ensures all aspects of electrical component installations and maintenance are carried out under our quality guidelines and installation specifications.
- Collaborate with design and engineering as needed, installation review, and customer communications
- Lead and facilitate the fabrication of structure and electrical systems.
- Reviews schedule, job installation sequence, and project coordination professionally with customer, general contractor, and project management/ Rep Partner.
- Facilitate planning and assessment for on-site work with the general contractor and project management, public works manager
- Provide technical support regarding installations, electrical systems operation and feature operation.
- Provide support and guidance to electricians.
- Provide Start-up and training services for projects.
- At project completion, organize documents for a job file with a site report, training log, and customer acceptance.
- Ability to perform proper root cause analysis and troubleshooting to solve system operational issues.



Automation Services

- Ensure successful resolution of rep and customer issues while being financially responsible.
- Provide exceptional service and exceed the needs for the customer.
- Communicate customer feedback and ideas to the leadership team.
- Assist with shop floor activities such as fabrication, crating, testing, etc. as needed.

REFERENCES

SECTION I: CUSTOMER INFORMATION

Company/Organization Name:	City of Santa Clara - Water & Sewer Division
Customer Address:	1500 Warburton Avenue
Contact Name and Title:	Scott Litzner – Assistant Superintendent
Contact Phone Number:	408-615-2067
Contact Email Address:	SLitzner@SantaClaraCA.gov

SECTION II: PROJECT/CONTRACT DETAILS

Value of Contract:	\$1,600,000.00			
Term of Contract:	6-Year Contract 2020 -2026			
Is customer still using your Services? If no, please explain.	YES			
Contract Type	On-call Electrical Services			
Please provide a <u>detailed</u> description the services provided	Install,repair, troubleshoot low voltage control circuits all types of fixtures,receptacles, conduits, lights, ac motors, vfds,motor control units, PLCs, relays, contacts, wiring, Hmi,Scada, valves, sensors, mixers Perform preventative maintenance, testing and corrective maintenance service for all electrical panels, switchgears,			
	maintenance service for all electrical panels, switchgears, motor control centers, distribution panels, automatic transfer switches			

SECTION I: CUSTOMER INFORMATION

Company/Organization Name:	City of Mountain View – Public Works Division
Customer Address:	500 Castro Street, Mountain View 94041
Contact Name and Title:	Dale Adams - Facilities Maintenance Supervisor
Contact Phone Number:	650-903-6879
Contact Email Address:	Dale.Adams@MountainView.gov

SECTION II: PROJECT/CONTRACT DETAILS

SECTION II. FROSECT/CONTRACT BETAILS				
Value of Contract:	300,000.00			
Term of Contract:	3 years+2 years optional 2021-2025			
Is customer still using your Services? If no, please explain.	yes			
Contract Type.	On-call Electrical Services			
Please provide a <u>detailed</u> description the services provided.	Troubleshoot, diagnose, and repair electrical failures in wiring, circuits, and related components. Perform RETROT on lighting systems (indoor and outdoor), including lamp and ballast replacement, fixture repair, outlet replacements, sensors, and emergency lighting. Maintain and repair distribution panels, switchgear, disconnects, breakers, fuses, and associated equipment. Inspect, test, and repair receptacles, switches, junction boxes, conduit, and wiring. Support energy efficiency upgrades, retrofits, and code compliance corrections.			

SECTION I: CUSTOMER INFORMATION

Company/Organization Name:	City of Redwood City		
Customer Address:	1400 Broadway, Redwood City, CA 94063		
Contact Name and Title:	Justin Chapel Public Works Superintendent		
Contact Phone Number:	(650) 780-7469		
Contact Email Address:	jchapel@redwoodcity.org		

SECTION II: PROJECT/CONTRACT DETAILS

Value of Contract:	\$1,236,000.00	
Term of Contract:	2-year for FY23 - FY24 \$400,000.00 3-year for FY25-FY27 \$836,000.00	
Is customer still using your Services? If no, please explain.	yes	
Please provide a <u>detailed</u> description the services provided.	Repair LV electrical equipments (switches, relays, timers, contactors, overloads, breakers, disconnects etc) Retrofit and upgrade their electrical and motor control panels Perform preventative maintenance, testing and corrective	
	maintenance service for LV electrical panels, Circuit Breaker panel, motor control centers Certified start-up, commissioning, programming services	

Exhibit B

10/19/2025

CITY OF ALAMEDA PUBLIC WORKS DIVISION

RFP: 5-Year On-Call Electrical Maintenance



Attention to: Chandni Patel, Facilities Project Manager Public Works

Job Classification	Hourly rate	Hourly rate for off- hours, Saturday	Sunday/Holiday
JOURNEYMAN ELECTRICIAN	\$ 151.00	\$ 200.00	\$246.00
ELECTRICAL ENGINEER	\$ 200.00	\$ 220.00	\$300.00
Apprentice ELECTRICIAN, INSIDE WIREMAN - (6th period)	\$ 103.00	\$ 154.50	\$154.50
Apprentice ELECTRICIAN, INSIDE WIREMAN - (7th period)	\$ 109.00	\$ 163.50	\$ 163.50
Apprentice ELECTRICIAN, INSIDE WIREMAN - (8th period)	\$ 115.00	\$ 172.50	\$172.50
Apprentice ELECTRICIAN, INSIDE WIREMAN - (9th period)	\$ 121.00	\$ 181.50	\$181.50
Apprentice ELECTRICIAN, INSIDE WIREMAN - (10th period)	\$ 128.00	\$ 192.00	\$192.00

This quotation is based on Customer's representation that this IS a prevailing wage project

Material Mark-up 15%

Minimum Hour(s) Charged per Regular Callout (if applicable) – 4 hours

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,
Berk Gurkan – Project Manager
berk@tbautomationservices.com
925-808-7331
6200 Stoneridge Mall Road Suite 300 Pleasanton CA 94588