

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 1st day of July 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and Borelli and Associates, Inc., a California corporation whose address is 2032 N. Gateway Blvd. Fresno, CA. 93727 (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: on-call electrical engineering services. City staff issued an RFP on March 17, 2025 and after a submittal period of 16 days received eight of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on June 17th, 2025.
- E. The City and Provider desire to enter into an agreement for on-call electrical engineering 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 the 1st day of July 2025, and shall terminate on the 30th day of June 2030, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

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

b. The total five-year compensation for this Agreement shall not exceed \$750,000.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's 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. INSURANCE:

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

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

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

JB

Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers' Compensation:

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

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (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.

(4) Professional Liability:

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

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

\$2,000,000 per occurrence or claim.

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

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers'

Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

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

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions

or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

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

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

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

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

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

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

16. RECORDS:

a. 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 Square #110
Alameda, CA 94501
ATTENTION: Mike Billington, Facilities Manager
Ph: (510) 747-7952 / mbillington@alamedaca.gov

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

Borrelli And Associates, Inc.
Administration Department
2032 N. Gateway Blvd.
Fresno, CA 93727
ATTENTION: John Borrelli, President
Ph: (559) 233-4138

e. 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 Square #110
Alameda, CA 94501
ATTENTION: Jeanette Navarro, Executive Assistant
Ph: (510) 747-7932 / jnavarro@alamedaca.gov

18. SAFETY:

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

to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

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

19. TERMINATION:

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

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

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

20. ATTORNEYS' FEES:

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

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. 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 33, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. 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. CAPTIONS:

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

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.

Borelli and Associates, Inc.
a California corporation

CITY OF ALAMEDA
a municipal corporation



John Borrelli
President

Jennifer Ott
City Manager



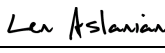
Lilly Zaragoza
Treasurer

RECOMMENDED FOR APPROVAL

Signed by:


Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:


Len Aslarian
Assistant City Attorney

Borrelli And Associates, Inc.

Consulting Electrical Engineers & Network Designers

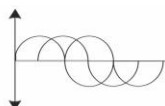
Contact: John Borrelli, PE

2032 N. Gateway Boulevard

Fresno, CA 93727-1606

PH: (559) 233-4138 FAX: (559) 233-4147

www.borrelliengineering.com



BORRELLI
AND ASSOCIATES INC

Response To: City of Alameda

Request for Proposals

On-Call Electrical Engineering Services

Closing Date: Monday, April 7, 2025, by 2:00 pm



CONFIDENTIAL

The contents of this document are confidential and are intended exclusively for the prospective customer of Borrelli And Associates, Inc. designated above and its employees. Distribution or sharing this information with persons or entities for which it is not intended is prohibit, in any form without the express written consent of Borrelli And Associates, Inc.

INTRODUCTION

Exhibit A



March 24, 2025

Dear: Chandni Patel, Facilities Project Manager

RE: RFP On-Call Electrical Engineering Services

John Borrelli, PE
Licensed Professional Electrical Engineer
Principal and Founder of Borrelli and Associates, Inc. in Fresno, California.
2032 N. Gateway Blvd. Fresno, CA 93727-1606
P (559) 233-4138 F (559) 233-4147 C (559) 285-6086
Email: johnb@borrelliengineering.com
Federal Identification Number: 77-0578036


We are pleased to submit our firm's qualifications for the electrical engineering portion of this project. Borrelli And Associates is a California corporation providing electrical engineering and consulting services since 2001. We are the oldest electrical engineering corporation based in Fresno, California specializing in Municipal, DSA and OSHPD and Water projects. Our team members are committed to offering the highest quality products to our clients. We are a client conscious firm and take every step to ensure that our client's needs, goals, and objectives are achieved.

The influence of lighting in establishing the mood and ambiance of space is an important consideration for each project. Our electrical engineers rely on their expertise to design systems which meet the needs and desires of the project owner and architect. Electrical design capabilities encompass a vast array of requirements ranging from lighting and lighting controls to emergency power systems. Our design services also include power distribution, fire alarm design, lightning protection, and communications systems.

Technology design adds value to your project by providing an additional level of control in the specifications of the project's technology systems. Drawings produced by our professionals provide documentation of the system's wiring and components during the design phase. This minimizes the cost associated with future renovations, additions, and changes. Our services included signing voice, data, and audio/visual systems associated with each project.

The Firm has been recently awarded with City of Alameda – On-Call Professional Engineer Services, City of Gilroy-Electrical Engineer Services, City of Thousand Oaks – Master On-Call Professional Consulting Services, Kern Unified School District-Architectural and Engineering Services and City of Tulare-Electrical Engineer for WWTP Electrical Room Replacement.

Sincerely,


Borrelli And Associates, Inc.
John Borrelli, PE
Licenses Electrical Engineer
President

Enclosure

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Exhibit A



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March 24, 2025

City of Alameda
Public Works Administration
950 West Mail Square
Alameda, CA 94501

RE: RFP On-Call Electrical Engineering Services

Attn: Chandni Patel, Facilities Project Manager
Email: cpatel@alamedaca.gov

Borrelli And Associates, Inc., electrical engineers, rely on their expertise to design systems which meet the needs and desires of the project owner and architect. Electrical design capabilities encompass a vast array of requirements ranging from lighting and lighting controls to emergency power systems. Our design services also include power distribution, fire alarm design, lightning protection, and communications systems.

The firm's technological design adds value to your project by providing an additional level of control in the specifications of the project's technology systems. Drawings produced by our professionals provide documentation of the system's wiring and components during the design phase. This minimizes the cost associated with future renovations, additions, and changes.

Qualifications Statement:

1. Borrelli And Associates Inc. grew from Borrelli Electrical, a California licensed electrical contracting company performing work since 1956. The engineering firm has dealt with a wide range of diverse projects. My firm has performed services for the Fresno Unified School District, Merced Union High School District as well as school districts as far away as Bishop, California to San Jose, California. We are located in Fresno, California. We have been in business since 2001 and have provided electrical design engineering services for districts throughout the Valley. With a staff of six people consisting of engineers, contractors, and office administrators, we have provided our clients with a broad range of consultations to help them reach their specific design requirements.
2. Our capabilities included CHPS designs (California High Performance Schools) which we have designed and bettered title-24 by over 15%. The Bellevue High School in Merced is a \$90,000,000.00-dollar project that Borrelli And Associates, Inc. Had the honor to design. We were responsible for the complete lighting design which we incorporated with LEED and CHPS design method for point score accumulation. This gave the district the opportunity to receive over \$500,000.00 dollars in rebates monies for efficiencies in this design. Borrelli And Associates, Inc. Also designed the 80kW solar generation system for the district which was incorporated into the building's architectural elements. Essentially the actual solar system was made part of the building structure, so it would not be noticeable to any person viewing the structure. Refer to the attached partial project list indicating projects and dollar amount.

Borrelli And Associates created the Fresno Unified District specifications for the abatement and removal of the PCB containing transformers. Project specifications were created for the McClane High School 4160V Transformer removal. We were retained by the Fresno Unified School District to create specifications and plans for the district wide removal of these transformers. Since these transformers were constructed and installed in the fifties, the cooling oil within them contained PCB's known carcinogen. We studied the existing transformer conditions and created specifications and drawings, so the district may standardize for the removal and proper disposal.

We also provide assistance to PG and E in their offsite design. The Zumwalt School Project in the Kings Canyon Unified School District we were asked by PG and E to provide all of the offsite joint trench design that encompassed gas and electrical. These designs are usually done in-house by PG and E. However, due to a software glitch at PG and E's main office and the time constraint the district was facing to open the school we provided these designs. We were responsible for the coordination between the different City entities and utility company entities.

3. John Borrelli, managing principal of the firm, I am continuously overseeing my design staff and am involved in the schematic, design development and construction document phase of the projects. With my talented staff of engineers and programmers we are able to provide a complete project delivery set of plans.

In an effort to help the environment we institute quasi-paperless office designers and engineers provide designs using multiple screens connected to our main company server. Our designs incorporate building information modeling, so we can streamline the coordination process with other team designers.

4. Administration:
We have been able to provide an effective and quick delivery time for our projects since we have been transmitting construction documents and specifications in electronic form.
5. Our staff is capable of providing construction administration services after the design is complete and the project is under construction. We further provide assistance to our clients in the event that unforeseen conditions arise in the field which requires immediate attention.

Please see the attachments included within this packet of information.

Sincerely,



Borrelli And Associates, Inc.
John Borrelli, PE
Registered Electrical Engineer
johnb@borrelliengineering.com

Registrations/ Affiliations

- ☐ Registered Electrical Engineer – California: E16390
- ☐ California Department General Services Small Business (DGS) - Certification ID: 2023401
- ☐ Member of Institute of Electrical and Electronics Engineers (IEEE)
- ☐ Member of Illuminating Engineering Society of North America (IES)
- ☐ Member of National Fire Protection Association (NFPA)
- ☐ BICSI

BORRELLI AND ASSOCIATES, INC. RESUME

Borrelli and Associates is a California corporation providing electrical engineering and consulting services. We are based in Fresno, California.

We provide all types of electrical engineering services including but not limited to power distribution, 12,000V and above, high power switching schemes, backup generator sizing, and transfer emergency electrical sources. We design emergency lighting systems with battery backup for all types of lighting systems, fire alarm systems, nurse call systems, computer data infrastructure, telephone infrastructure, television infrastructure, and public address.

Corporate Office



Mission Statement

Our mission is to help our clients meet their objectives by providing the highest quality consulting electrical engineering services.

Project Synopsis

1. **Conceptual and Schematic Phase**
The scope of work is defined. Preliminary budgets and time schedules are established.
2. **Design and Development Phase**
Initial design and skeletal layout of work is implemented. Modifications and refinement to the scope of work and budget are further refined.
3. **Final Bid Documents**
Provide final construction documents so bidders and vendors can provide quotes for competitive pricing.
4. **Bidding Phase**
Assist the contractor in construction document interpretation.
5. **Installation and Construction Phase**
Assist the contractor during the submittal process and provide construction administration support.

PROJECT TYPES

| | | | |
|--------------|-----------------|--------------|--------------------|
| *Educational | * Institutional | * Commercial | * OSHPD/Healthcare |
| * Healthcare | * Industrial | *Religious | |

FIRM STATEMENT

Exhibit A



SERVICES PROVIDED

POWER:

High, Medium, and Low Volt Utility Distribution
 4160Volt, 277/480Volt, 120/208Volt, 120/240 Volt Distribution
 Isolate Grounding System Design
 Parallel service design
 Alternative power sources

PROJECT ANALYSIS:

Constructability review
 Value Engineering
 Construction budgets

LIGHTING

In-house lighting design
 All types of lighting switching and control schemes
 Title-24 compliance

INFORMATION TECHNOLOGY COMPUTER NETWORKS

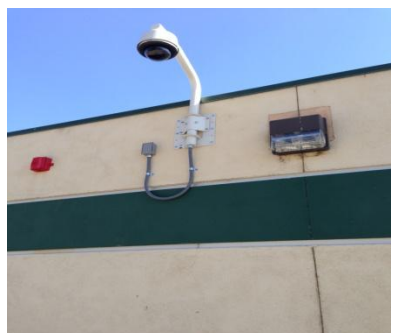
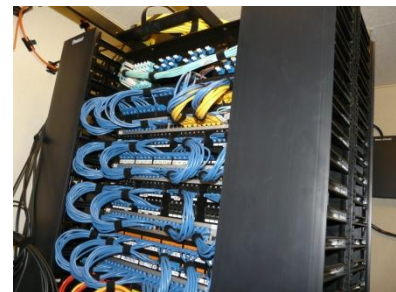
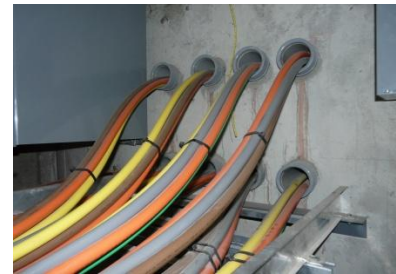
Data fiber optic and high-speed cabling
 Voice
 Intercom
 Public Address
 Sound and music system
 Clock/Bell Systems
 Radio-Frequency Communication System
 Audio/Video Distributing
 Telephone systems
 Wide Area Network Design

SIGNAL SYSTEMS

Nurse call
 Code Blue
 Patient Monitoring
 Steno phone/Intercom system
 Doctors call register
 Remote monitor systems
 Fire alarm system design and specifications

SECURITY

Metal detectors
 Closed circuit TV design and specifications.
 Remote monitor systems
 Fire alarm system design and specifications



MUNICIPAL PROJECTS

- ❑ Fresno Yosemite International Airport ARFF Bldg. Electrical Service Study & Planning - Fresno, CA
- ❑ Sheriff's Hanger High Velocity Low Peed Fans - Kern, California
- ❑ Sand Ridge Lift Station - Dinuba, California
- ❑ Dinuba RCR - Dinuba, California
- ❑ County Social Services Building - Fresno, California
- ❑ RCR Sierra Avenue Lift Station - Dinuba, California
- ❑ Golf Course Pump/Generator - Dinuba, California
- ❑ Dinuba Lakes Lift Station - Dinuba, California
- ❑ Dinuba SGR Well #1 - Dinuba, California
- ❑ Dinuba Retention Basin - Dinuba, California
- ❑ Kaiser Park Parking lighting - Fresno, California
- ❑ City Hall Café Equipment Addition - Fresno, California
- ❑ MSC Generator Addition and Upgrade - Fresno, California
- ❑ New Probation Office Building - Visalia, California
- ❑ New Operations Building Kings County Sheriff's Department - Hanford, California
- ❑ Barstow Avenue Street Lighting Relocation - Fresno, California
- ❑ Farmersville Sewage Add Service No.1 - Farmerville, California
- ❑ Police Department Two New Gate Operator - Sanger, California
- ❑ City of Fresno Elevator Modernization - Fresno, California
- ❑ City of Clovis Two Boiler Replacement - Clovis, California
- ❑ Fresno Convention Center Additional Services No. 1 - Fresno, California
- ❑ Fresno Convention Center Accessibility Upgrades Add Service No.2 - Fresno, California
- ❑ City Hall Loading Dock Gate Arm - Fresno, California
- ❑ City of Fresno City Hall Teller Counter Reconfiguration - Fresno, California
- ❑ City of Fresno Memorial Lighting - Fresno, California
- ❑ Veterans of Foreign Wars (VFW) Hall - Fresno, California
- ❑ City of Fresno UPS - Fresno, California
- ❑ City of Fresno Chaffee Zoo Parking Lot Lighting - Fresno, California
- ❑ City of Fresno Main Bus Duct Fire - Fresno, California
- ❑ New Firebaugh Fire Station - Firebaugh, California
- ❑ City of Fresno New Central Plant Add Service - Fresno, California
- ❑ County of Fresno 3rd & 4th Floor Remodel - Fresno, California
- ❑ County of Fresno Health Department Remodel Add Service No. 1 - Fresno, California
- ❑ City of Sanger Police Department Fuel Tank Relocation & Solar System - Sanger, California
- ❑ County of Fresno JJC Campus Main IT - Fresno, California
- ❑ City of Fresno Convention Center Accessibility Upgrades Add Services No. 3 - Fresno, California
- ❑ County of Fresno Sierra Building 1st Floor Lighting Remodel - Fresno, California
- ❑ County of Fresno Elections Department AC - Fresno, California
- ❑ County of Fresno Health Department Remodel Add Service No. 2 & 3 - Fresno, California
- ❑ City of Fresno Corporation Yard Electrical Services & It Generator - Fresno, California
- ❑ County of Fresno Health Department Lab Remodel Add Services No. 4 - Fresno, California
- ❑ City of Fresno Airport Project - Fresno, California
- ❑ City of Fresno Chaffee Zoo Parking Area Addition & Remodel - Fresno, California
- ❑ City of Chowchilla Police Station Carport Lighting Engineering - Chowchilla, California
- ❑ City of Fresno Fire Station 11 & 13 Vehicle Gate Install - Fresno, California
- ❑ Fresno County Main Library Lighting Upgrade - Fresno, California
- ❑ City of Fresno City Hall First Responders Memorial - Fresno, California
- ❑ City of Chowchilla Police Station Carport Lighting Engineering - Fresno, California
- ❑ City of Eureka EV Charging Station Engineering - Eureka, California

WATER PROJECTS

- ☐ City of Corcoran Sewer Lift Station #8 electrical design and specifications - Corcoran, California
- ☐ Woodlake Sewage Lift Station - Woodlake, California
- ☐ Dinuba water reclamation project - Dinuba, California
- ☐ Corcoran Arsenic water Treatment Plant - Corcoran, California
- ☐ Fresno Water Storage Tank - Fresno, California
- ☐ Fresno Water Pump 330 - Fresno, California
- ☐ Plainview Water Well - Plainview, California
- ☐ City of Fresno Wastewater Plant Boiler Addition - Fresno, California
- ☐ Malaga Water District Community Building Power for New AC Units - Fresno, California
- ☐ Tulare Wastewater Project - Tulare, California
- ☐ New Central Plant for City of Fresno - Fresno, California
- ☐ Tulare WWTP MCC Reconfiguration Wastewater Project - Tulare, California
- ☐ Civic Center Generator Tank Updated - Oceanside, California
- ☐ Farmersville WWTP CM Services - Farmersville, California
- ☐ Bakman Water Company 440,000 Gallon – Fresno, California

HVAC PROJECTS

- ☐ Selma Hospital HVAC Upgrade – Selma, California
- ☐ Sacramento Post-Acute HVAC Replacement – Sacramento, California
- ☐ Westgate Gardens Care Center HVAC Replacement – Visalia, California
- ☐ White Blossom Care Center HVAC Replacement – San Jose, California
- ☐ Reedley Hospital Central Plant HVAC Replacement – Reedley, California
- ☐ Linwood Meadows Care Center HVAC Replacement – Visalia, California
- ☐ Selma Hospital HVAC Upgrade – Selma, California
- ☐ Roseville Senior Center HVAC Replacement – Roseville, California
- ☐ Redwood Post-Acute HVAC Replacement – San Jose, California

EV CHARGING PROJECTS

- ☐ Service Center EV Charging Station – Fresno, California
- ☐ Kashia Entertainment EV Charging Stations – Fresno, California
- ☐ Wood Office Complex EV Charging Stations -Fresno, California
- ☐ Trinity Health Care Saint Agnes EV Charging Stations – Fresno California

GENERATOR PROJECTS

- ☐ New 150 kW Generator for The City Of Orange Cove Fire Station – Fresno, California
- ☐ Existing generator new fuel supply upgrades – Oceanside, California
- ☐ New 150kW Generator for The County Of Fresno Covid Health Lab -Fresno, California
- ☐ New 2MegaWatt Generator for The Saint Agnes Medical Center Fire Pump Building – Fresno California
- ☐ New 2MegaWatt Generator for the Reedley Hospital Adventist Health Project – Reedley, California
- ☐ New 300kW Generator for the Firebaugh Fire and Police Station – Orange Cove, California
- ☐ New 500kW for medical clinics in Tulare – Tulare California
- ☐ New 150kW generator for County Of Fresno General Services Mercer Building -Fresno, California
- ☐ New 600kW generator for the Kern Community Action Partnership – Bakersfield, California
- ☐ New 150kW generators for Well 12 and 14 Kerman Water District – Kerman, California
- ☐ New 750kW generator for the City Fresno Department of public utilities – Fresno, California

Borrelli And Associates, Inc. is an electrical engineering firm that provides its clients with superior system designs – specializing in the electrical design of healthcare and commercial buildings, including new, remodel and expansion projects. We create innovative, cost-effective solutions to the most complex requirements within a team-oriented environment. We provide a professional, high-quality product that is economically responsible and at the leading edge of technology.

Borrelli And Associates, Inc. we offer our clients more than a high quality, reliable engineering design. In this dynamic, fast paced industry, we differentiate ourselves by bringing a high level of practical experience, exemplary client service, perfect integrity, and complete accountability through every phase of the project. We believe that success at any level stems from a team-based approach that relies on a working environment of constant process evaluation and improvement which enables us to produce the best designs possible. We approach each project we work on as an opportunity to differentiate ourselves from our competition. Our success is entirely dependent on understanding what the owner needs in their facility and providing a working solution to accomplish that. This can only be achieved by working closely with the owner and opening the lines of communication, asking the right questions, and listening to their needs.

Borrelli And Associates, Inc. We have the knowledge, experience, commitment, and innovation to do our part in making your project a success. We are aware of the importance of maintaining a strong knowledge base in all the areas involved in electrical design. This is especially true in the functionality, purpose, and aesthetic appeal of lighting design. This distinction requires a high level of knowledge and experience in lighting design and analysis and is another example of how Borrelli and Associates, Inc. differentiate from the competition.

FIRM PROJECT PLAN

PRELIMINARY DESIGN

- Meet with Owner and other members of the design team.
- Obtain Owner instructions on functional, aesthetic, cost, schedule, and other requirements.
- Confirm project team organization, channels of communication, operating protocol, number, and timing of project team meetings, drawing and specifications standards and critical dates.
- Visit the site and review existing drawings, where appropriate.
- Identify and study reasonable alternative concepts, considering their relative capital, operating and maintenance costs and such other relevant factors as environmental impacts, personal security, and indoor air quality.
- Ensure conformance with applicable codes, regulations and restrictions, insurance requirements and other factors binding the design of the project.
- Identify and consider any relevant non-binding guidelines.
- Prepare and analyze the alternatives (including recommendations), when included in the scope of work, and obtain Owner approval.
- Prepare design criteria, schematic layouts of systems and outline specifications for the major components and materials to be used, based on Owner direction regarding the alternative concepts, and obtain Owner approval before proceeding further.
- Make preliminary estimates of equipment sizes, weights, noises, vibrations, fumes, heat emissions and other physical characteristics that should be considered in the building design. Engineers should make a preliminary determination of the impact of noise, vibration, and the other physical characteristics of the mechanical or electrical systems on Owner operational requirements. Engineers should inform the Owner of the estimated impacts, and recommend solution(s), where appropriate. Specialists should be engaged for this purpose, if necessary.
- Make recommendations to Owner when such additional qualified professionals as acoustic or communication specialists are required, prepare terms of reference for these additional professionals, apprise the client of the arrangements when such additional professionals are engaged as specialists, and report and comment on the work of the additional professionals, where necessary.

- Consider the requirements of the other design professionals and provide timely information, as required.
- Prepare preliminary cost estimates or cooperate appropriately with others responsible for the estimate. Where detailed cost estimating becomes a priority concern, the Owner should ask engineers to prepare a more detailed estimate as a special service or engage a cost consultant for this task.
- Consider and make recommendations regarding the project's commissioning.
- Finalize the preliminary design, including appropriate sketches and conceptual drawings, descriptions of the major electrical systems, components and materials, and revisions of cost estimates, following completion of the preceding steps.

FINAL PLANS AND SPECIFICATIONS

- Design systems in conformance with relevant regulations and standards, good engineering practices and design criteria.
- Select appropriate equipment to meet design criteria and the results of the calculations performed.
- Cooperate with other design professionals during the design of the systems, and make known to them, through the prime consultant, any functional or aesthetic aspects of the systems that may affect the design of their systems. In addition, engineers should consider design requirements of other design professionals. Engineers should notify other design engineers of points of interface among the disciplines and determine as soon as possible the horsepower and other electrical requirements of all mechanical loads and the potential conflicts between the electrical and mechanical riser locations and distribution strata, sprinkler piping, etc.; Submit progress reports, drawings, and draft specifications, as agreed with the client or prime consultant.
- Provide separate larger scale and/or more detailed drawings, if the drawings' scale or the work's complexity makes drawings difficult to read and interpret. For example, separate drawings will generally be required for any special system requiring greater clarity and for such standard electrical systems as:
 - lighting and power distribution systems.
 - communication and signal systems.
 - electrical space heating.
 - under the floor raceways.
- Provide schematics and diagrams, as required, for all major systems, with notes describing the functions of controls and with large-scale details to show plans and elevations of equipment.
- Include symbol lists and typical details for all equipment, accessories, piping, and duct systems, where required.
- Provide typical details that clearly indicate the complexity of the work, possible interferences, critical.
- Dimensions and locations of equipment and services. Where variations or differences from the typical details are required, these locations should be indicated, and the deviations should be described.
- Cross-reference all drawings, as well as details, elevations, and sections.
- Include plot plans showing connections to such public utility services as water supply, gas supply, sanitary drainage, electric power, and communications. Include depths or elevations relating to finished grade.
- Include schedules that provide capacities and details of performance of fans, air handling units, pumps, and other equipment. Alternatively, these may be included in the specifications.
- Provide floor plan layouts for all pipe and duct systems. Show complete duct and pipe sizing on these drawings and indicate locations where changes in elevation occur. Show sizes, types, locations and capacities of all radiators, convectors and other heating devices, supply and exhaust diffusers and grilles, as well as the types and locations of valves, dampers, splitters, etc.
- Show piping and ductwork in single line, except where necessary to show arrangements and clearance of piping or ductwork in ceiling spaces, shafts, header trenches, pipe chases and for tight or close-coupled items of equipment. In these cases, piping and ductwork in double-line detail and in adequate scale, and include appropriate valves, fittings, and accessories.
- Clearly show all circuiting and switching on lighting plans. Reference dimensions to the reflected ceiling layouts are prepared by the prime consultant.
- Detail power distribution drawings as single-line diagrams showing conductor capacities and calculated connected loads.

- Show communication and signal systems by riser diagrams with locations of equipment, outlets and devices shown by symbols on the floor plans.

GENERAL REVIEW CONSTRUCTION DOCUMENTS

The performance standards state that an engineer performing a “general review” should “make periodic visits to the site to determine, on a rational sampling basis, whether the work is in general conformity with the plans and specifications for the building”. It is important that engineers and other project team members understand the engineer’s responsibilities with respect to “general review”, including the meaning of the term “rational sampling”. Before commencing office or field review duties, engineers should define for District, the details and extent of the rational sampling procedures they propose to follow in the general review of the contractor’s performance.

PRINCIPAL ACCOUNTABILITIES

Lead and motivate the electrical design team to ensure projects are designed safely on time and within budget, working closely with Asset Strategy and Operations teams. Performance management and training in & development of direct reports in accordance with all Human Resource policies and procedures, including regular contact, one-to-one meeting, performance reviews etc. Ensure that electrical design activities are carried out uniformly and to the appropriate standard specifications. Accurate management is a key performance indicator to monitor and improve the effectiveness of the electrical design department. Input into and participate in robust monthly reporting and reviews. Manage and periodically review the electrical design team budget, workload, and manpower requirements to ensure effective and efficient delivery of the annual projects. Oversee the selection, induction, performance appraisal and training of electrical design team staff to ensure an overall increase in knowledge, experience, responsibility, and individual accountability for work related actions. Develop close working relationships with Asset Strategy, Quality, Operations, and delivery teams to ensure continued alignment of strategy and delivery. Carry out any other duties as required meeting business needs.

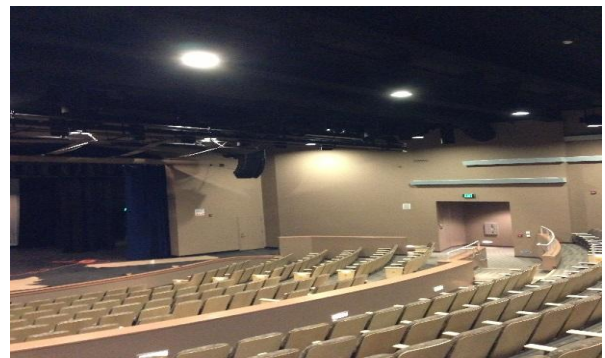
❑ Licensed Electrical Engineer California: E16390

Mr. Borrelli has been since 2001, the President and Principal in Charge of Borrelli And Associates Inc. The company grew from Borrelli Electrical, a California licensed electrical contracting company performing work since 1956 to an engineering firm. The firm has dealt with a wide range of diverse projects and performed services for the Fresno Unified School District, as well as school districts as far away as Bishop, California to San Jose, California. The Firm has been in business since 2001 and has provided electrical engineering services throughout the Valley. We are the oldest electrical engineering corporation based in Fresno, California specializing in Municipal, DSA and OSHPD and Water projects.

John Borrelli, managing principal of the firm continuously, overseeing my design staff and am involved in the schematic, design development and construction document phase of the projects.

Relevant Experience:

- California University Fresno Exterior Lighting
- New Library Addition/Remodel Denair High School
- El Capitan High School New Campus Merced, CA
- New Libraries for Two New High Schools-Merced UHSD
- City of Fresno LaFayette Park, Fresno CA
 - **Power Distribution**
 - **Emergency Power systems**
 - **Exterior and Interior lighting systems**
 - **Sports lighting**
 - **Public Address systems**
 - **Master Clock systems**
 - **Sound systems**
 - **Cable Plant Infrastructure Design**
 - **Local Area Network Design**
 - **Wide Area Network Design**
 - **Voice Over IP**
 - **Telephone systems**
 - **Audio/Video Distributing**
 - **Closed Circuit TV (CCTV)**
 - **Fire Alarm System Design**
 - **Solar Power Generation Engineering**
 - **Fire Alarm System Design**



John Borrelli, PE
Principal Engineer
President

Eric Dillinger, BSE
Electrical Design Engineer

Jonathan Wilson
Electrical Design Engineer

Honorio Martinez, BSE
Electrical Design Engineer

Nina Borrelli
Executive Administration

Lilly Zaragoza
Accounts Manager

John Borrelli, PE – Principal Engineer
Licensed Electrical Engineer

License No. E16390
Fresno, CA

Honorio Martinez, BSE
Electrical Engineer
BS Electrical Engineer Construction Admin Support and Cad System Design
Fresno State University -2014

Fresno, CA

Eric Dillinger, BSEME
Electrical Engineer
Bachelor's Degree – Engineer Tech Design
Fresno State University -2002

Fresno, CA

Nina Borrelli
Executive Administration
Microsoft Office Specialist (MOS) Expert
Microsoft Learning

Fresno, CA

Liliana Zaragoza
Accounts Manager
Associate of Science Degree - Business Administration
San Joaquin Valley College - 2005

Visalia, CA

Borelli And Associates, Inc.'s design team has experience in teamwork, communication, responsiveness, obsession with detail and reliability. John Borrelli, PE Senior Electrical Engineer, completes tasks such as leading an engineering team, discussing requirements with customers, designing electrical systems, conducting tests, and handling maintenance.

Our approach is the same for every project: work closely with the client from assessment through construction to prioritize and meet their needs. In all our services, from electrical engineering to energy conservation and green building design, our project development phases focus on providing value at every stage:

PROJECT INITIATION

- The Borrelli And Associates, Inc. project team is assembled.
- The team meets with the client to discuss and clarify the project's scope, budget, and schedule.
- The team establishes project reporting procedures and decision-making processes.
- When necessary, the team identifies and selects sub-consultants. All sub-consultants utilize Borrelli And Associates, Inc. standards, design standards and software.
- The team reviews relevant reports, studies, and plans such as previous master plans, renovations, mechanical and electrical system, and maintenance upgrades, building plans and documents, asbestos and lead paint surveys, historical records and client standards and guidelines.
- The team then creates a detailed work plan.

SCHEMATIC PHASE

- The team assesses the clients' needs, i.e., identifies and documents operational and strategic objectives.
- Systems schematics and outline specifications are prepared.
- Schematic estimates of probable construction costs based on identified scope are prepared.
- A schematic report, outline specifications and engineer's estimates of probable construction costs are created based on client priorities and budget.

DESIGN DEVELOPMENT PHASE

- Design development floor plans and system schematics to identify equipment locations, utility distribution routing, systems zoning, and project phasing are prepared.
- The first draft of technical specifications for systems materials and installation requirements is prepared.
- Design development estimates of probable construction costs are developed.
- Previous needs assessments are reviewed, schematic phase needs are confirmed, and client design concerns are addressed.
- The team participates in the design development review meeting to review value engineering options, assess systems design, finalize implementation and packaging of contract documents, and refine the project schedule. Design development plans and technical specifications are prepared for review and approval by the client.

CONTRACT DOCUMENTS

- Contract documents are prepared for competitive bidding based on approved design development documents.
- If necessary, separate bid packages are prepared according to accommodate project scheduling.
- Estimates of probable construction costs are prepared based on refinement of project scope and adjustment to adjustment to contingencies.

BIDDING

- Team members attend pre-bid conferences and walk-throughs with contractors/suppliers.
- Addenda required for clarifications to the bidding documents are submitted.

- The team reviews bids and makes recommendations to the client regarding the award of contracts.

CONSTRUCTION

- The team reviews shop drawing submittals, schedule of values and the contractor's installation schedule.
- Project managers attend scheduled project meetings and prepare meeting minutes.
- Team members conduct periodic pre-approved site visits to review work progress and progress payment applications and verify installation conformance to contract documents.
- On-site systems start-up training sessions are scheduled with contractors, suppliers, and owner representatives. The team conducts final site observation inspection and completion of documentation.

CONFLICT OF INTEREST STATEMENT

No Conflict of Interest. During the Employment Period, Borrelli and Associates shall not, directly, or indirectly, render service or undertake any employment or consulting agreement with another entity without the express written consent of the City of Alameda.

DEMONSTRATED COMPETENCE

Borrelli And Associates, Inc. has never been defaulted on a contract or suspended or debarred by any government agency or any other firm. Also, it has never had any claim against the firm concerning our work on a project filed in court or arbitration. Borrelli And Associates, Inc. has a **No Litigation History.**

EFFECT OF THE CURRENT AND PROJECTED FIRMS WORKLOAD

John Borrelli evaluates the workload commitments that will impact on the firm's ability to complete services on schedule. The submittal should demonstrate that the firm has adequate time available and personnel to complete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

CONTRACT PERFORMANCE

Our company exceeded expectations for various city CIP projects by our strong site investigative methods. When initially contacted by various municipalities to perform engineering services, our company begins with a meeting on site to review the scope of work at hand. First, we prepare probable budgets, so the city department may make provisions in the fiscal budget for the project at hand. Our budgets estimates include soft costs and hard costs for the project. Once we receive a notice to proceed with the engineering and design phase of the project, we proceed with our site investigation. The information gathered is then compiled into our engineering construction documents. After a milestone plan submittal for the engineering construction documents, we provide a cost estimate of the construction work. A subsequent site visit is performed to further investigate so that the engineering design plans may be further modified if required. The site investigation is very important as it helps prevent any costly change orders during construction. If during construction an unforeseen occurrence is discovered, we will work closely with the contractor and follow up with a review of the unforeseen condition with documentation that minimizes any additional costs.

DESIGN

Performs engineering calculations and estimates collect, organizes, and interprets a variety of project related information to incorporate into new project design identities, analyzes, and recommends engineering alternatives conduct preliminary engineering studies performs original design work, plans, specifications, and cost estimate, performs field inspections.

PROJECT PLANNING

Plans, schedules and leads all phases of moderately complex utility projects in a specific discipline in an assigned functional area prepares and interprets engineering plans and specifications and communicating technical requirements to contractors assigns, schedules, monitors and reviews the work of others, including contractors conducts preliminary engineering studies, including gathering pertinent data, analyzing alternatives and performing related calculations serves as project manager on moderately complex projects.

CONSTRUCTION

Researches, develops and prepares recommendations for alternative engineering solutions and selects, modifies or adapts standards, techniques and procedures in assigned functional area performs contract administration and construction inspections for moderately complex projects, including reviewing final plans, specifications, special conditions and agreements provides detailed interpretation of plan specifications, conditions and agreements with others coordinate the work of contractors maintains work record data writes change orders monitors safety and labor compliance activities.

SYSTEM OPERATION, MAINTENANCE, AND REPAIR

Ensures proper operations of substation and/or distribution equipment, voltmeters and voltage recorders assists in day to day operations on outage restoration with crews is able to perform operations during large outage restorations, including investigation of voltage or equipment problems with customers and the system performs, analyzes and reviews short and long term planning studies and makes recommendations for operational and planning solutions develops daily operational and long term plans for utility projects that comply with company, government and regulatory criteria Reviews plans for conformity with laws, ordinances and accepted professional standards that pertain to engineering discipline and area of specialty.

City Of Fresno 911 Call Center-Fresno, California

Electrical Engineer of Record Borrelli And Associates, Inc.

Construction Cost \$98,000.00 Construction began April 2016 construction completion July 2016

Selected Team:

John Borrelli, PE -Principal Engineer

Eric Dillinger, BSEME-Electrical Engineer

Nina Borrelli, -Executive Administrator

Reference:

Nathan Sanchez

City of Fresno

Supervising Engineering Tech

2101 "G" Street Building A

Fresno, CA 93706

P (559) 621-1626 C (559) 908-0900

Email: Nathan.Sanchez@fresno.gov



City of Fresno 3 million-Gallon Water Tank-Electrical New Construction-Fresno, California

Civil Engineer of Record Quad Knopf

Electrical Engineer of Record Borrelli And Associates, Inc.

Construction cost \$10,000,000.00 construction began June 2014 completed August 2016

Selected Team:

John Borrelli, PE -Principal Engineer

Eric Dillinger, BSEME-Electrical Engineer

Nina Borrelli, -Executive Administrator

Reference:

Paul Maragoni

City of Fresno

Water Program Management Engineering

2101 "G" Street Building A

Fresno, CA 93706

P (559) 621-1626 C (559)900-6732

Email: Paul.Maragoni@fresno.gov



California University Fresno Exterior Lighting-Fresno, California

Civil Engineer of Record Yamabe and Horn

Electrical Engineer of Record Borrelli And Associates, Inc.

Construction cost \$600,000.00, construction began June 2016 completed September 2016

Selected Team:

John Borrelli, PE -Principal Engineer

Eric Dillinger, BSEME-Electrical Engineer

Nina Borrelli, -Executive Administrator

Reference:

David Horn

Yamabe And Horn

2985 N. Burl Avenue, Suite 101

Fresno, CA 93727

P (559) 244-3123 C (559) 244-3120



Nathan Sanchez

City of Fresno
Supervising Engineering Tech
2101 "G" Street Building A
Fresno, CA 93706
P (559) 621-1626
C (559) 908-0900
Email: Nathan.Sanchez@fresno.gov

City of Fresno 911 Call Center Fresno, CA



Paul Maragoni

City of Fresno
Water Program Management Engineering
2101 "G" Street Building A
Fresno, CA 93706
P (559) 621-1626
C (559) 900-6732
Email: Paul.Maragoni@fresno.gov

City of Fresno Tank 4 Fresno, CA



Michael Belluomini

Director of Facilities Maintenance
Merced Union High School District
3430 "A" Street
Atwater, CA 95301
(209) 385-6558
Email: mbelluomini@muhsd.k12.ca.us

El Capitan High School Merced, CA



David Horn

Yamabe And Horn
2985 N. Burl Avenue, Suite 101
Fresno, CA 93727
P (559) 244-3123 C (559) 244-3120
Email: dhorn@yhmail.com

California University Fresno Exterior Lighting



Captain Michael Reid

Fresno Police Department
2323 Mariposa Mall
Fresno, CA 93721
(559) 621-2351
Email: Michael.reid@fresno.gov

City of Fresno 911 Call Center Fresno, CA





BORRELLI
AND ASSOCIATES INC
Consulting Electrical Engineers & Network Designers

Office Address: 2032 N. Gateway Blvd. Fresno, CA 93727 P (559)233-4138 F (559)233-4147 Website: <http://www.borrelliengineering.com>

2025 HOURLY FEE SCHEDULE

| | |
|------------------------------------|-----------------|
| Principal Electrical Engineer..... | \$185.00 |
| Senior Electrical Engineer..... | \$175.00 |
| Project Manager..... | \$145.00 |
| Designer..... | \$125.00 |
| Drafting Technician | \$ 85.00 |
| Clerical..... | \$ 80.00 |
| Specifications Writer..... | \$110.00 |
| Construction Administration..... | \$105.00 |
| Intern..... | \$55.00 |
| Financial Management..... | \$ 110.00 |
| Consultants..... | \$ 1.15 x Cost |
| Reimbursable Expense | \$ 1.15 x Cost |
| Travel Expenses..... | \$.70 per Mile |

Borrelli And Associates, Inc.-Hourly bill rates are subject to change annually.



BORRAND-01

MDELAIRE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2025

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).

| | | | |
|--|--|--|--------------------------------------|
| PRODUCER MPX Insurance Services 200 Congress Park Drive, Suite 100 Delray Beach, FL 33445 | CONTACT NAME: PHONE (A/C, No, Ext): (866) 553-2900 | | FAX (A/C, No): (949) 281-2877 |
| | E-MAIL ADDRESS: service@mpxinsurance.com | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Hartford Underwriters Insurance Company | | 30104 |
| | INSURER B : Travelers Casualty And Surety Company Of America | | 31194 |
| | INSURER C : INSURER D : INSURER E : INSURER F : | | |

INSURED

Borrelli And Associates, Inc
2032 N Gateway Blvd
Fresno, CA 93727

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | X | 72SBABE3F4C | 9/22/2024 | 9/22/2025 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | X | 72SBABE3F4C | 9/22/2024 | 9/22/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 72SBABE3F4C | 9/22/2024 | 9/22/2025 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B | EO Full prior acts | | | 106806326 | 9/22/2024 | 9/22/2025 | Each Claim/ Aggreg 2,000,000 |
| B | E&O Claims made | | | 106806326 | 9/22/2024 | 9/22/2025 | Deductible/Claim 5,000 |

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

The certificate holder is included as an additional insured on a primary and non-contributory basis regarding the General Liability and Commercial Auto policies per written contract per the attached endorsements. A waiver of subrogation applies to the General Liability and commercial auto policies per written contract per the attached endorsements. The Auto Liability is included on the Commercial General Liability policy; all policy forms that apply on the General Liability apply to the auto liability.

DS
LA

5/6/2025

CERTIFICATE HOLDER

CANCELLATION

City of Alameda
Public Works Department
950 W. Mall Square
Alameda, CA 94501

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

AUTHORIZED REPRESENTATIVE

Mercedes Delaire

BUSINESS LIABILITY COVERAGE FORM

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

BUSINESS LIABILITY COVERAGE FORM

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all 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.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2025

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).

| | | | | | | | | | | | | | | | |
|---|---|--------------------------------------|---------------|---|--|-------------------|--|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| PRODUCER Avakian Insurance Services, Inc. 1274 W. Hedges Ave Fresno, CA 93728 | CONTACT NAME: Samantha Avakian PHONE (A/C, No, Ext): (559)268-7386 FAX (A/C, No): (559)268-4946 E-MAIL ADDRESS: sam@avakianinsurance.com <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Mercury Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Mercury Insurance Company | | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Mercury Insurance Company | | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |
| INSURED Borrelli Electrical, Inc. 2032 N Gateway Blvd Fresno, CA 93727 | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|--------------|-----------------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | X | | BA040000087557 | 02/16/2025 | 02/16/2026 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N / A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | | | | | | | |

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

Certificate Holder to be listed as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| City of Alameda Public Works Department 950 W. Mall Square Alameda, CA 94501 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Samantha Avakian |
|---|---|

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ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION



1667731-25
RENEWAL
NF
0-42-87-45
PAGE 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE APRIL 30, 2025 AT 12.01 A.M.
AND EXPIRING JANUARY 1, 2026 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

BORRELLI AND ASSOCIATES, INC.

2032 N GATEWAY BLVD
FRESNO, CA 93727

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF ALAMEDA

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

BORRELLI AND ASSOCIATES, INC.

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

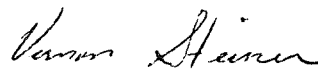
NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

MAY 2, 2025

2570


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**ISSUE DATE: 04-30-2025**

GROUP:

POLICY NUMBER: **1667731-2025**CERTIFICATE ID: **214**CERTIFICATE EXPIRES: **01-01-2026****01-01-2025/01-01-2026****THIS CERTIFICATE SUPERSEDES AND CORRECTS****CERTIFICATE # 213 DATED 04-30-2025****CITY OF ALAMEDA
950 W MALL SQ
ALAMEDA CA 94501-7575****NF****JOB: ON CALL ELECTRICAL ENGINEERING**

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **30** days advance written notice to the employer.

We will also give you **30** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

A handwritten signature in black ink, appearing to read "Kent R. LaRue".

Authorized Representative

A handwritten signature in black ink, appearing to read "Vernon Heinen".

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.**ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2025-01-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:
CITY OF ALAMEDA****ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-2025 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.****ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2025-04-30 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:
CITY OF ALAMEDA**

EMPLOYER

**BORRELLI AND ASSOCIATES, INC.
2032 N GATEWAY BLVD
FRESNO CA 93727****NF**

[BA3,CN]



P.O. BOX 8192, PLEASANTON, CA 94588

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