

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of ____ 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and, 72 Hour LLC DBA National Auto Fleet Group, a LLC whose address is 490 Auto Center Dr. Watsonville CA 95076. (“**Provider**” or “**Contractor**”), 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: Animal Control Unit’s new Ford E-Transit van upfit. This vehicle Upfit is available under the Sourcewell Contract 091521-NAF in accordance with the Purchasing Policy, vehicles may be purchased through cooperative purchasing.
- 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 September 2, 2025.
- E. The City and Provider desire to enter into an agreement for Animal Control Unit’s new Ford E-Transit van upfit, upon the terms and conditions herein.

AGREEMENT

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

1. **TERM:**

The term of this Agreement shall commence on the ____ day of September 2025 and shall terminate on the 31 day of April 2026, 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. Upon delivery of the vehicle to 2040 Grand St, Alameda CA 94501 Provider shall submit to the City an invoice for the total amount of work done the 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.

b. The total compensation for this Agreement shall not exceed \$ \$112,199.72 Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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 (3). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

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

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


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

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

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL 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 W Mall Sq
Alameda, CA 94501
ATTENTION: Carlo Balboni, Fleet Supervisor
Ph: (510) 747-7930

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

72 Hour LLC DBA National Auto Fleet Group
Sales Department
490 Auto Center Dr. Watsonville CA 95076
Randy Lester
Sales Director
855 289-6572
Fleet@nationalautofleetgroup.com

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

City of Alameda
Public Works Department
950 W Mall Sq
Alameda, CA 94501
ATTENTION: Noelle Robinson
Ph: (510) 747-7930

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. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

a. For purposes of Sections 27 through 29 of this Agreement, the terms "claim", "contractor", "public works project" and "subcontractor" shall have the same meanings set forth in Public Contract Code Section 9204.

b. No contractor or subcontractor may be listed on a bid proposal for a public works project, nor engage in the performance of any public work contract, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions for certain bids pursuant to Labor code Section 1771.1(a)). Registration instructions may be found at the following website: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

c. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at the following website: <https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

d. Contractor is required to all post job site notices as prescribed by State law. (See 8 Cal. Code Regs, § 16451(d).)

e. In executing this Agreement, Contractor acknowledges and agrees that

f. the work authorized by this Agreement may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

28. REGISTRATION OF CONTRACTORS:

Before submitting bids for any work authorized by this Agreement, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

29. PUBLIC CONTRACT CODE SECTION 9204 SUMMARY:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or other documents associated with this Agreement, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 related to work performed or scheduled to be performed pursuant to this Agreement shall be governed by Public Contract Code Section 9204 and this section. The following provisions and procedures shall apply:

a. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with Public Contract Code Section 9204. Contractor must include reasonable documentation to support each claim.

b. Upon receipt of a claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

c. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to Public Contract Code Section 9204(d)(1)(C).

d. If the City fails to timely respond to a claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

e. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the claim shall be processed and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

f. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

g. The City reserves all rights and remedies that it has pursuant to this Agreement, any associated plans and specifications, or at law or in equity which are not in conflict with Public Contract Code 9204.

30. 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.

31. 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.

32. 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.

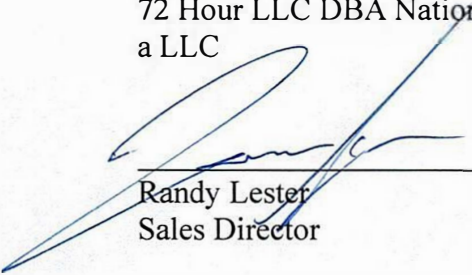
33. CONTROLLING AGREEMENT:

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

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

72 Hour LLC DBA National Auto Fleet Group
a LLC



Randy Lester
Sales Director


CITY OF ALAMEDA
a municipal corporation

Jennifer Ott
City Manager

Signed by:
RECOMMENDED FOR APPROVAL


Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:


Len Aslanian
Assistant City Attorney



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

6/6/2025

Quote ID: **32153**

Mr Carlo Balboni
City of Alameda PD

1555 Oak St

Alameda, California, 94501

Dear Mr Carlo Balboni,

National Auto Fleet Group is pleased to quote the following vehicle(s) Upfit, (Sourced Item) and Accessories for your consideration.

One (1) New/Unused (Trivan Installed Animal Control Un Van Upfit Package) and delivered to your department yard, each for

One Unit

Subtotal	\$101,309.00
Tax (10.7500 %)	\$10,890.72
Total	\$112,199.72

- per the attached specifications.

This vehicle(s) Upfit is available under the **Sourcewell Contract 091521-NAF**. Please reference this Bid number on all purchase orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572



TriVan Truck Body

1385 West Smith Road
Ferndale, WA 98248

Work Order

PROPOSAL 1

Name / Address

National Auto Fleet Group
490 Auto Center
Watsonville, CA 950176
Attn: Randy Lester

Ship To:

City of Alameda Police Department
1555 Oak Street
Alameda, CA 94501

P.O. No.

Due Date

Rep

Order Date

Due Date

5/28/2025

Cason

5/28/2025

TBD

Item	Description
QUOTATI...	<p>PROPOSAL for ANIMAL CONTROL UNIT VAN UPFIT CUSTOMER: CITY OF ALAMEDA, CA</p> <p>BUILT USING ELECTRIC FORD E-TRANSIT EV SUPPLIED BY END USER: CITY OF ALAMEDA</p> <ul style="list-style-type: none"> - T350 - VIN NUMBER: 1FTBW9CM5SKA00481 - MID ROOF - 148" LONG WHEELBASE (STANDARD LENGTH) - with existing plastic partition wall <p>OPTION 1: with ELECTRIC AIR CONDITIONER</p> <p>PRICE INCLUDES PICKUP OF CHASSIS IN ALAMEDA AND RETURN OF COMPLETED VEHICLE</p>
DESCRIP...	<p>GENERAL DESCRIPTION:</p> <ul style="list-style-type: none"> - Animal Control Van - with 1" urethane spray foam insulation to keep extreme temperatures under control and reduce condensation on vehicle interior - lined with .063" aluminum lining - use customer's existing partition wall between DRIVER'S AREA and REAR AREA - all kennels built using .125" aluminum plate - each kennel has a perforated aluminum door to allow for airflow / visibility - each door has an opening for catch-pole removal - each kennel has a removable base with DRI-DEK for easy cleaning / removal - includes (4) live animal kennels in van interior (front section) - includes (1) DEADBOX at rear of van <ul style="list-style-type: none"> * sized for large dogs * with slideout tray for ease of loading / unloading dead animals - includes (1) storage compartment at rear of van (above deadbox) - includes a fixed step at rear of van to facilitate loading / unloading of larger animals - includes (1) LARGER ANIMAL KENNEL at rear of van with access from rear doors and from vehicle interior - includes roof mounted air conditioner - includes TOOL STORAGE for snares, leashes, nets, tongs, extension pole, 5 gallon bucket - includes storage cabinet in front to accommodate: towels, sheets, cleaning supplies, bite gloves, paper form storage - includes interior hooks and loop hangers for miscellaneous items to hang or clip-in - includes glove dispenser in vehicle interior - exterior "D" rings to secure animals to for loading / unloading <p>NOTE: TriVan is making (2) configurations of POWER SUPPLY available</p> <ul style="list-style-type: none"> - 1) with (3) DEEP CYCLE BATTERIES that will power all electrical loads (including roof mounted AC Unit) - 1) with onboard generator to power roof mounted Air Conditioner
Page 1	



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Item	Description
DESIGN D...	AUTOCAD DESIGN DRAWINGS: AutoCad design drawings shall be provided for approval prior to manufacture.
UPFITTIN...	PREP VAN: Van interior to be stripped and prepped as needed for pre-wiring - remove partition wall - prep for interior lining & provide anchor points for installation of kennels / etc. - includes removal of cab area headliner to run all necessary lines & wiring.
CHASSIS I...	CHASSIS INFO (SUPPLIED by the City of Alameda): ELECTRIC FORD E-TRANSIT EV - T350 - VIN NUMBER: 1FTBW9CM5SKA00481 - MID ROOF - 148" LONG WHEELBASE (STANDARD LENGTH) - with existing plastic partition wall
BUMPER	REAR STEP: - includes platform step mounted at rear bumper - to allow easy loading of big animals into large animal kennel - to allow easy loading of dead animals onto "DEAD BOX TRAY" - this is a FIXED step
INSULATI...	INSULATION: 1" urethane spray-foam insulation in exterior walls and ceiling of Transit van, as space allows. - No insulation in rear doors or side slider doors.
LINING	INTERIOR LINING: WALL & CEILING - walls and ceiling to be lined in .063" aluminum sheet, prepainted white. - Rear doors and slider side doors do not need to be lined - lining installed using removable fasteners - follows the tapering contours of the Transit van interior - includes aluminum trim between wall/ceiling joints
LINING	PARTITION: Supply & install (1) aluminum interior partition: - Partition separates the forward 4 cages from the rear 2 cages. - An upper & lower door cage door in the partition are installed to provide interior access to the backsides of the 1 large kennel in the very rear (also accessed by the rear doors).



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PROPOSAL 1

Name / Address		
National Auto Fleet Group 490 Auto Center Watsonville, CA 950176 Attn: Randy Lester		
P.O. No.	Due Date	Rep
	5/28/2025	Cason

Ship To:	
City of Alameda Police Department 1555 Oak Street Alameda, CA 94501	
Order Date	Due Date
5/28/2025	TBD

Item	Description
FLOORING	<p>FLOORING: Aluminum diamond plate subfloor over 3/4 plywood - including boxing out both wheel-wells - Includes a welded dishup at base of walls and partition as necessary for clean out. - includes (4) floor drains</p> <p>BEDLINER: Black bed liner applied to floor of interior for wash out provision.</p> <p>NOTE: floor drains will feature a diversion hose to bring any cleaning water PAST any EV drive components (</p>



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TBD

Item	Description
OTHER	<p>ANIMAL KENNELS:</p> <p>FRONT AREA All animal kennels are built of 1/8" aluminum plate (unpainted) with formed aluminum doors - doors are punched/laser cut with holes and have a slamming (not twisting) paddle latch and a notch for the use of catch poles. - Bottom of each cage includes a removable waste pan with perimeter lip (to contain spills) and removable Dri-Dek drainage tiles.</p> <p>(4) KENNELS (2 lower, 2 upper) are located along the driver side interior wall - All (4) kennel doors in the forward room are hinged on the left-vertical-side of the door opening</p> <p>ACROSS TOP OF (4) KENNELS: - 4" tall aluminum retention lip to provide additional open storage - with holes to accomodate customer supplied bungees or tie down straps</p> <p>REAR AREA:</p> <p>- DEAD BOX (inside left rear door on floor) - approx. 30"W x 24"H x 36" Deep - with solid door hinged on left side - 250 pound capacity pullout tray with positive latch for easy loading - with drain</p> <p>- STORAGE BOX (inside left rear door above dead box) - approx. 30" W x 24"H x 36" Deep - with solid door hinged on left side</p> <p>- LARGE ANIMAL KENNEL (inside right rear door) - approx. 30"W x 48"H x 36" Deep - accessible from both INTERIOR OF VAN and REAR DOORS</p> <p>ACROSS TOP OF REAR KENNELS & COMPARTMENTS: - 4" tall aluminum retention lip to provide additional open storage - with holes to accomodate customer supplied bungees or tie down straps</p>



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Item	Description
OTHER	<p>STORAGE IN FRONT AREA:</p> <ul style="list-style-type: none"> - FULL HEIGHT VERTICAL STORAGE CABINET - located behind partition wall - with (2) cupboard doors - approx 36" W x 24" D x 66"H (or as high as possible) - with (3) adjustable height shelves - each shelf with 1.5" retention lip <p>NOTE: the lower part of this cabinet will be used to house the (3) auxiliary house batteries</p>
OTHER	<p>STORAGE ON CURBSIDE INTERIOR WALL:</p> <ul style="list-style-type: none"> - includes (3) lengths of aluminum "L" track for storage of long items (stored vertically) - each section approx. 36" Long - mounted at 24" , 36" and 48" from floor - using the space between the rear edge of the sliding door and the partition wall
SPECIALTY	<p>GLOVE DISPENSER:</p> <ul style="list-style-type: none"> - located on partition wall between cab and rear area - sized to accomodate several sizes of gloves - use ULINE model of clear acrylic
OTHER	<p>EXTERNAL "D" RINGS:</p> <ul style="list-style-type: none"> - includes (2) external "D" rings secured to outside of body approx. 36" from ground - to tether animals for loading / unloading - located as follows: <ul style="list-style-type: none"> * (1) above RIGHT REAR WHEELWELL on outside of vehicle * (1) above RIGHT FRONT WHEELWELL on outside of vehicle (this to be confirmed during PREBUILD meeting)
12V ELEC...	<p>12V ELECTRICAL - HOUSE POWER</p> <p>NOTE: this system is independent of the OEM Ford motive battery, and the OEM 12VDC Chassis battery</p> <ul style="list-style-type: none"> - (3) DEEP CYCLE Lithium Iron Phosphate (LiFePo4) batteries will supply power for the 12V operations of the vehicle - Renogy 100Ah batteries - installed in bottom area of vertical storage cabinet <p>NOTE: these will be charged via (2) sources only:</p> <ul style="list-style-type: none"> - roof mounted solar panels <ul style="list-style-type: none"> * RENOGY FLEX PANELS (200W each) x 3 * with RENOGY Solar Charge Controller - built in battery charger with external shorepower plug <ul style="list-style-type: none"> * this will require a 20A 120VAC shorepower plug * VICTRON ENERGY IP22 <p>NOTE: in this system, there are no provisions for 120VAC Power inside the vehicle</p>



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Item	Description
12V ELEC...	12V ELECTRICAL WIRING: - 12V Electrical is distributed through a simple 12V fuse block
12V ELEC...	12V ELECTRICAL: CAB SWITCH CONSOLE: Supply & install custom aluminum switch box (TriVan-built) with an integrated Blue Sea switch panel - UNLESS VAN HAS OEM FORD Upfitter switches - installed in Transit cab on top of the dash board - with (4) illuminated rocker switches. Switch #1 (far-left) DOME LIGHTS IN REAR Switch #2 (2nd from left) FLOODLIGHTS Switch #3 (2nd from right) ENTRY Switch #4 (far-right): EMERGENCY STROBES
12V ELEC...	INTERIOR LIGHTING: Supply & Install (5) interior LED low profile ceiling lights - (1) light in rear area, (4) lights in front area - Maxxima M84416 - All (4) lights switched on one single switch in cab (with indicator light). - This switch to be wired hot (to allow dome lights to be switched on when key is not in ignition).
12V ELEC...	EXTERIOR LIGHTING: Supply & Install (2) exterior LED rectangular work light (Maxxima MWL66), - (1) installed on PASSENGER'S SIDE of van - (1) installed on REAR SIDE of van - With switch inside cab and over-ride switch at rear doors, RHS upon entry. SPOTLIGHT Supply and install (1) Roof Mounted GO LIGHT SPOTLIGHT on roof at DRIVER'S SIDE - with remote control mounted in cab near driver GROUND/ENTRY LIGHTING: Supply & install (2) exterior under-van LED entry lights - activated by opening of the slider door or the rear doors - This provides ground lighting at the rear and sidewalk sides of the vans to assist officer in safely loading/unloading animals - Maxxima basic weatherproof rectangular light @ 750 lumens
Page 6	



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Item	Description
12V ELEC...	RED/WHITE FLASHERS: Supply & install (4) red/white emergency warning lights (alternating red & white) on rear side of van - viewable with doors opened or closed. - Maxxima model M20389RWCL-DC or most current equivalent. - Ordered with stainless steel bezels - Switched on one single switch in cab. - These 4 lights are all on the rear of the van, and must be viewable to oncoming traffic when the doors are fully opened or closed.
12V ELEC...	LIGHT BAR: - includes roof mounted light bar on front roof of van - with alley lights - PREDATOR TIR with RED / WHITE flashers (or equivalent) - controlled by Whelen Siren Controller - details to be confirmed at PREBUILD meeting
12V ELEC...	SIREN / PA: - includes Whelen 295SLSA6 Siren Amp 9 switch control with slide - SA315P siren speaker - microphone for PA mounted on dashboard of vehicle - SAK L style universal speaker bracket
OTHER	AIR CONDITIONER: Includes Roof Mounted DOMETIC RTX 2000 12VDC Air Conditioner - with built in thermostat
OTHER	TEMPERATURE ALARM: - includes cab mounted Temperature Monitor with PROGRAMMABLE ALARM - configured so operators can be notified if temperature exceeds a pre-set level - monitor is mounted on dash
OTHER	FIRE EXTINGUISHER: - includes supply and installation of - Class ABC 5 pound extinguisher - mounting location TBD during pre-build meeting -
OTHER	CATCH POLE RACK: Supply & install (6) wall-mounted quick fist attachments - installed on "L" Track on curbside interior wall - to accommodate future catch poles, nets, etc. - Customer to approve final location and placement - TriVan to includes them in the presentation drawings.



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Item	Description
OTHER	WET / DRY VACUUM: - includes small WET / DRY Vacuum - Milwaukee M12 FUEL 0960-20 1.6 gal Cordless Shop Vacuum - charger wired to shorepower plug - mounting location to be confirmed at PRE-BUILD meeting
OTHER	GRAB HANDLES: Supply & install (1) extruded aluminum grab handle - by side sliding door - add chrome grab handles as necessary at rear (if the Ford van doesn't have them).
PAINT	PAINT: All lining and partitions (walls & ceiling) to be painted white - Bedliner is black - Animal kennels and animal doors are mill finish aluminum (unpainted) WINDOW TINT: The windows in the rear doors of the van and the window in the slider door to be tinted LIMO (dark). - TriVan to arrange tint job through PROTINT in Bellingham.
OTHER	PICK UP OF CHASSIS: - includes pick up of TRANSIT VAN from the City of Alameda (trailed to Ferndale, WA)
OTHER	WEIGHT SLIP & DELIVERY: - includes certified weight slip for completed vehicle - includes delivery to the City of Alameda MANUALS & DOCUMENTATION: Vehicle is delivered with a full operator's manual and all OEM manuals included
OTHER	PURCHASING THROUGH SOURCEWELL / NATIONAL AUTO FLEET GROUP: - this vehicle can be purchased through NATIONAL AUTO FLEET GROUP USING THE SOURCEWELL CONTRACT
DESCRIP...	TOTAL: VAN UPFIT AS SPECIFIED ABOVE: - \$101,309 No Sales Tax

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
6/20/2025

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 Dolby Insurance Agency 1000 Town Center Dr #570 Oxnard, CA 93036 License #: 0510867		CONTACT NAME: PHONE (A/C, No, Ext): (805) 278-2511 E-MAIL: suzanne@speedagency.net ADDRESS:	
INSURED 72 Hour LLC dba:National Auto Fleet Group c/o Watsonville Auto Group 490 Auto Center Drive Watsonville, CA 95076		INSURER(S) AFFORDING COVERAGE INSURER A: American Auto Ins Co INSURER B: Interstate Fire & Casualty INSURER C: Technology Ins Co INSURER D: Houston Castualty INSURER E: INSURER F:	NAIC# 21849 22829 42376

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 checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Garage Liability <input checked="" type="checkbox"/> Ded 2500 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MXA075024-0040	01/09/2025	01/09/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 2,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
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 <input checked="" type="checkbox"/> Ded 2500			MXA075024-0040	01/09/2025	01/09/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CGU071324-0011	01/09/2025	01/09/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	TWC4561684	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Building			MXG07326552 04	01/09/2025	01/09/2026	Special Form \$ 5,799,222 \$ 1,100,000 \$ 2,000,000
B	Garagekeepers			MXA07384285 04	01/09/2025	01/09/2026	
D	Cyber Liability			H24NGP219250-02	10/01/2024	10/01/2025	

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

The City of Alameda, its City Council, board, commissions, officials, employees, agents and volunteers are Additional Insured when required by written contract or agreement per attached endorsement VADCA1021 10 17.

Waiver of Subrogation endorsement to follow

Initial

Le

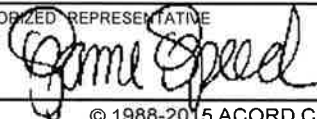
8/6/2025

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda
2263 Santa Clara Ave
Alameda, CA 94501

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

AUTHORIZED REPRESENTATIVE



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POLICY NUMBER: MXA075024-0040

Additional Insured – Automatic Status When Required By Contract With You – VADCA1021 10 17

Policy Amendment

This Endorsement modifies insurance provided under the Garage Coverage Form.

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 1/9/2025

Named Insured: Watsonville Auto Group

A. The following is added to SECTION II - LIABILITY COVERAGE Paragraph A.3.b., Coverage, Who Is An Insured:

The following are also "insureds" for "garage operations" other than covered "autos":

Any person or organization acting on your behalf pursuant to a written contract or agreement between you and such person or organization, but only with respect to liability arising out of your operations or premises owned by or rented to you, and only if you are obligated pursuant to such contract or agreement to provide them with such insurance as is afforded by this policy.

However, with respect to the insurance afforded to these additional "insureds", this insurance does not apply to any:

1. Person or organization who is more specifically described under any other provision of the Who Is An Insured section of this policy (regardless of any limitation applicable thereto);
2. "Bodily injury" or "property damage" arising out of the sole negligence of such person or organization; or
3. Assumption of liability by such person or organization in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage to which this insurance applies that the person or organization would have in the absence of such contract or agreement.

B. With respect to the insurance afforded to these additional "insureds", the following is added to SECTION II - LIABILITY COVERAGE, Paragraph C. Limit Of Insurance:

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

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

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

Named Insured Schedule:

Watsonville Auto Group

WCAF, LLC DBA Watsonville Ford

WCDJR, LLC DBA Watsonville CDJR

72 Hour LLC dba: Chevrolet of Watsonville

dba: National Auto Fleet Group

dba: National Truck Sales & Service

dba: Watsonville Buying Center

dba: Watsonville Fleet Group

So Cal Autoland, LLC

POLICY NUMBER: MXA075024-0040

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Watsonville Auto Group

Endorsement Effective Date: 6/20/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s): The City of Alameda, its City Council, board, commissions, officials, employees, agents and volunteers, 2263 Santa Clara Ave., Alameda, CA 94501, but only as respects the negligent acts of our Insured.

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

**The Transfer Of Rights Of Recovery Against Others
To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization

POLICY NUMBER: MXA075024-0040

COMMERCIAL AUTO
16-02-0316 Ed. 10 14**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PRIMARY AND NON-CONTRIBUTORY LIABILITY
INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Watsonville Auto Group**Endorsement Effective Date:** 06/20/2025**SCHEDULE****Name(s) Of Person(s) Or Organization(s):** The City of Alameda, its City Council, board, commissions, officials, employees, agents and volunteers, 2263 Santa Clara Ave., Alameda, CA 94501, but only as respects the negligent acts of our Insured.

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

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.