

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, April 11, 2016 - 7:00 PM
City Hall Council Chambers – 2nd Floor
333 – 90th Street, Daly City, CA 94015

Live Telecast: Comcast Channel 27, Astound 26, AT&T U-Verse 99

Webcast: www.dalycity.org/meetings

DRAFT

For those wishing to address the City Council on any Item on the Agenda or under Public Appearances/Oral Communications, please complete a Speaker Card located at the entrance to the Council Chambers and submit to a Staff Member as early in the meeting as possible.

Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting should call the office of the City Clerk at 991-8078 as soon as possible.

CALL TO ORDER:

PLEDGE TO THE FLAG:

ROLL CALL:

PRESENTATIONS:

Commending Chip Wright for her Enduring Commitment to Education and Selfless Contributions Toward the Betterment of the Daly City Community (Peter Wright, Nephew)

Proclaiming April 10-16, 2016 as National Library Week in Daly City (Erlinda T. Galeon, President, Daly City Public Library Board of Trustees)

Proclaiming April 22, 2016 as Earth Day (Helen Nicely)

Proclaiming April 17-23, 2016 as West Nile Virus Awareness Week (Megan Caldwell, MPH, San Mateo County Mosquito and Vector Control District)

Presentation by the San Mateo County Mosquito & Vector Control District

AVAILABILITY OF PUBLIC RECORDS:

All public record to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the City Clerk's Office, City Hall located at 333 90th Street, Daly City, CA during normal business hours, at the same time that the public records are distributed or made available to the legislative body.

Regarding the Zika Virus and AB 1362 (Christine Fuller, Trustee, San Mateo County Mosquito and Vector Control District Board)

APPROVAL OF MINUTES:

Regular Meeting of March 14, 2016

APPROVAL OF AGENDA:

CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine and may be approved by one roll call vote of the City Council. There shall be no separate discussion of the matters on the Consent Agenda unless requested by a member of the City Council. If discussion is required, that item will be removed from the Consent Agenda and will be considered separately at the end of the Agenda.

Resolutions:

1. Authorizing the City Manager to Execute a Special Events Permit for the Temporary Use of the Premises Located at 2147 Junipero Serra Blvd. for VIP parking use during the Swinging Skirts LPGA Classic Golf Tournament
2. Authorizing the City Manager to Execute a Facilities Use Agreement with IMG Worldwide, Inc. to Provide Temporary Parking at Westlake Park for the Swinging Skirts LPGA Classic at Lake Merced Golf Club April 18 – 24, 2016
3. Authorizing the City Manager to Execute a Facilities Use Agreement with IMG Worldwide, Inc. for Use of the Training Room at City Hall from April 18-24, 2016
4. Authorizing the Use of Federal Asset Forfeiture (DEA) Funds to Purchase 19 Gun Vaults for Unmarked Police Vehicles
5. Accepting and Appropriating \$290,000 in Additional “OneBayArea Grant” Federal Congestion Mitigation and Air Quality Improvements Funds for the John Daly Boulevard Streetscape Improvements Project
6. Accepting and Appropriating \$337,500 in Measure A Grant Funding for the Enhanced Pedestrian and Bicycle Visibility Improvements
7. Amending Traffic Regulations: (1) Install a 16-ft. No Parking (red) zone on the east side of the cul-de-sac of Evergreen Avenue, along the west side of 898 Templeton Avenue (TSR 16/59); and (2) Install a 6-ft. No Parking (Red) zone in front of the fire hydrant at 531-599 Carter Street (16/60)
8. Accepting and Appropriating \$2,019,000 in Active Transportation Program Cycle 2

Grant Funds for the Central Corridor Bicycle and Pedestrian Improvements

9. Authorizing Assignment of Lease Agreement for Imagination Station Child Development Center
10. Approving the Purchase of an Altec AT41M Articulating Telescopic Aerial Device on a Ford F550 Gasoline Powered Chassis Under the Joint Powers Alliance Intergovernmental Cooperative Purchase Program Contract #032515
11. Approving the Purchase of a Caterpillar Backhoe Loader Under the Joint Powers Alliance Intergovernmental Cooperative Purchase Program Contract #032515
12. Approving an Agreement with IMG Worldwide to Provide Traffic and Safety Services for the Swinging Skirts Classic to be Held at Lake Merced Golf and Country Club
13. Adopting Vision Zero as a Policy Direction for Improving Traffic Safety for all Travel Modes in Daly City
14. Setting Time and Place for a Hearing on Proposed Planned Development PD-1-15-10255, Allowing a 71-lot Subdivision on a 6.96-acre Site Located at 1 Martin Street (Robertson Intermediate School site)

END OF CONSENT AGENDA

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

NOTE: Speakers are limited to two minutes, unless modified by the Mayor. The Council cannot take action on any matter raised under this item

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

15. Council Committee
16. City Council
17. Staff

ADJOURNMENT:

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The meeting was called to order by Mayor Torres at 7:37 P.M.

ROLL CALL: Councilmembers Present:

Sal Torres, Mayor
David J. Canepa, Vice Mayor
Raymond A. Buenaventura
Judith A. Christensen
Michael P. Guingona

Staff Present:

Patricia E. Martel, City Manager
Julie T. Underwood, Assistant City Manager
Rose L. Zimmerman, City Attorney
K. Annette Hipona, City Clerk

PRESENTATIONS:

Proclaiming March 2016 Women's History Month in Daly City (Elinor Charleston)

Mayor Torres presented a proclamation to Elinor Charleston commemorating the City's 11th annual National Women's History Month. Ms. Charleston expressed her pride and appreciation of the recognition to honor women.

Commending the Daly City Host Lions Club on their 75th Anniversary (Sharon Keenan, President)

Ms. Keenan accepted the commendation from Mayor Torres on behalf of the other "Lions." She expressed her thanks to Council, and looked forward to continue the club's working relationship with the community for many years to come.

APPROVAL OF MINUTES:

Regular Meeting of February 22, 2016

It was moved by Vice Mayor Canepa, seconded by Councilmember Buenaventura and carried to approve the minutes.

APPROVAL OF AGENDA:

It was moved by Mayor Torres, seconded by Councilmember Buenaventura and carried to approve the Agenda as amended.

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CONSENT AGENDA:

RESOLUTIONS:

Authorizing Purchase of Communication Equipment Using Federal Asset Forfeiture Funds

Resolution 16-27, Authorizing Use of Federal Asset Forfeiture (DEA) Funds to Purchase Communications Equipment

Amending Traffic Regulations: Install No Parking (Red) Zone Along the West Side of the Parking Lot Near the Larcombe Clubhouse at Westlake Park (TSR 16/57)

Resolution 16-28, Establishing Traffic Regulations

Authorizing Purchase of One (1) TYMCO Model 600 Street Sweeper under the Houston-Galveston Area Council Intergovernmental Cooperative Purchase Program

Resolution 16-29, Authorizing Purchase of One TYMCO Model 600 Regenerative Air System Street Sweeper

Approving Reallocation of Affordable Housing Expenses Originally Budgeted for 2014-15

Resolution 16-30, Authorizing Carry Forward of Affordable Housing Expenses Originally Budgeted for FY 2014-2015 to Use in FY 2015-2016 Budget

Setting Time and Place of Public Hearing Regarding Linda Vista Area of Benefit Fiscal Year 2016-2017, Set Hearing 5/9/16

Resolution 16-31, Setting Time and Place of Public Hearing Re: Approve Engineer's Report and to Establish the Annual Benefit Assessments for the Linda Vista Area for Fiscal Year 2016-2017

Setting Time and Place for a Public Hearing to Consider One-Year HUD Action Plan for Fiscal Year 2016-2017, Set Hearing 4/25/16

Resolution 16-32, Setting Time and Place of Public Hearing on Daly City's One-Year Action Plan for Fiscal Year 2016-2017 Under the Community Development Block Grant and HOME Programs

CHECK REGISTERS:

Check Registers for the Month of February 2016

END OF CONSENT AGENDA

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It was moved by Vice Mayor Canepa, seconded by Councilmember Christensen and carried to approve the Consent Agenda.

COMMUNICATIONS:

Proposed Internet Safe Exchange Zone

Vice Mayor Canepa requested a continuance of this item to the first Council meeting in May.

It was moved by Mayor Torres, seconded by Councilmember Buenaventura and carried by the following vote to continue this item:

Ayes: Buenaventura, Canepa, Guingona, Torres

Noes: Christensen

AWARD OF BIDS/CONTRACTS:

Award of Construction Contract for Rice Street and Wilson Street Water Main Improvements

Director of Water and Wastewater Resources Patrick Sweetland requested the Council to accept all bids, waive bid inconsistencies, and authorize the City Manager to execute a construction contract to Cratus, Inc. for Bid Alternate B, in the amount of \$496,850 for the project. Construction includes installation of approximately 450 feet of new 8-inch ductile iron (DI) water main in Rice Street and 750 feet of new 8-inch DI water main in Wilson Street.

According to Mr. Sweetland, the project is anticipated to start in April and slated to be completed in June of this year. The total project budget, \$581,500, will be sufficiently funded through the FY 2015-16 Water Fund Project Account.

Discussion ensued with Mr. Sweetland answering Council's questions regarding the lifespan of ductile iron, and whether the material is earthquake resistant.

It was moved by Vice Mayor Canepa, seconded by Councilmember Christensen and carried by unanimous roll call vote to adopt the following resolution:

Resolution 16-33, Authorizing Execution of Contract with Cratus, Inc. (Rice Street and Wilson Street Water Main Improvements)

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Award of Purchase Contract for Three 2016 Ford Police Interceptor Black and White Sedans and Three 2017 Ford Escapes

Motor Vehicles Supervisor Thomas Shiosaka requested the Council to accept all responsive bids and approve the contract to purchase six Ford vehicles from Towne Ford Redwood City in the total amount of \$138,046.50. According to Mr. Shiosaka, vehicles are chosen for replacement based on vehicle age, condition, mileage, and other factors.

It was moved by Councilmember Buenaventura, seconded by Vice Mayor Canepa and carried by unanimous roll call vote to adopt the following resolution:

Resolution 16-34, Authorizing Bid Award for the Purchase of Six Ford Vehicles

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

Christine Fuller, San Mateo County Mosquito and Vector Control District, thanked the City Manager's office for their prompt response to the public's concerns regarding the Zika Virus. Ms. Fuller reported the District's item will be placed on the April 11th Council meeting, and encouraged everyone to have their questions ready.

Ms. Fuller gave the following public resources for vector information:

County website: www.smcmvcd.org/zika

District Manager: 650-344-8592, x12

APPOINTMENTS:

There were no appointments.

REPORTS:

Council Committee

The Council Committee reported on the following:

Housing Trust Fund Spending Plan (Torres/Guingona)

Vision Zero Program (Guingona)

City Council

Councilmember Guingona expressed his pride and congratulated his son, Kai, an Archbishop Riordan student and wrestler, on placing in a top-12 finish for the state's high school wrestling federation championships (CIF).

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Staff

There were no reports.

ADJOURNMENT:

It was moved by Mayor Torres, seconded by Councilmember Buenaventura and carried to adjourn the meeting at 7:59 PM in the memory of Zenaida Agbayani Omega, Leslie Schwarzbach, and Peter Smith.

City Clerk

Approved as submitted, this _____
day of _____, 2016.

Mayor



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 11, 2016

Subject: Authorizing the City Manager to Execute a Special Events Permit for the Temporary Use of the Premises Located at 2147 Junipero Serra Blvd. for VIP parking use during the Swinging Skirts LPGA Classic Golf Tournament

Recommended Action

It is recommended that the Council authorize the City Manager to execute the attached Special Events Permit to allow IMG Worldwide, Inc. ("IMG") temporary use of the property at 2147 Junipero Serra Blvd. during the Swinging Skirts LPGA Classic at Lake Merced Golf Club from April 18 -24, 2016.

Background/Discussion

The Swinging Skirts LPGA Classic Golf Tournament will be held on April 18-24, 2015 at Lake Merced Golf Club. A Temporary Special Event Permit executed by the City of Daly City will allow for the former redevelopment property at 2147 Junipero Serra Blvd. to be made available for VIP parking of LPGA personnel and caddies for the duration of the Swinging Skirts tournament. A shuttle to Lake Merced Golf Club will be available between 7:00 a.m. – 7:00 p.m. daily during the golf tournament to transport VIPs.

Fiscal Impact

The attached Special Events Permit for the use of property at 2147 Junipero Serra Blvd. will authorize the LPGA to use the lot for parking for the period April 18-24, 2016. The fee for the license is \$500.

Summary/Conclusion

Staff is available to provide any additional information desired by the Mayor or City Council.

Respectfully submitted,

Patricia E. Martel
City Manager

TEMPORARY SPECIAL EVENTS PERMIT

THIS TEMPORARY SPECIAL EVENTS PERMIT (“Special Events Permit”) is granted by the City of Daly City (“DALY CITY”) to the International Management Group Worldwide (“USER”) for temporary use of the parking lot located at 2147 Junipero Serra Boulevard, in Daly City, California (“Premises”).

User acknowledges and agrees to the following conditions for grant of the Special Events Permit:

I GENERAL PROVISIONS

DALY CITY grants this Special Events Permit for the temporary use of the Premises located at 2147 Junipero Serra Boulevard only on the following dates and times:

Purpose: Temporary use of the premises for VIP parking use during The Swinging Skirts LPGA Classic Golf Tournament to be held at Lake Merced Golf and Country Club in Daly City, California.

Dates and

Event Times: April 18-24, 2016 between 7:00 a.m. and 7:00 p.m.

(Herein referred to as “Special Event”)

II. PARKING

1. User shall have the temporary use of the parking on the Premises for parking of all vehicles during the Special Event for participants of the event to park their vehicles. User will be responsible for all costs associated with or necessary to a parking plan and flow of traffic plan for entrance and egress as well as (additional lighting that may be necessary to rent for the parking area to provide a safe area for participants during this Special Event.) A parking plan shall be provided to DALY CITY upon request by the City Manager.

III USER’S DUTIES

1. User will be responsible for actual repair and/or clean-up costs incurred by DALY CITY if the Premises are damaged or vandalized as a result of this permitted use and User agrees to reimburse DALY CITY for any such actual expenses.
2. User will provide commercial general liability insurance specifically naming the “City of Daly City” as an additional insured in an amount not less than One

Million Dollars (\$1,000,000.00) per occurrence, Two Million dollars (\$2,000,000.00) general aggregate. The certificate of insurance and endorsement must be received and approved by the Daly City City Attorney's no later than April 16, 2016.

3. Any plan to control the flow of traffic must be approved by Daly City Police Department and barricades and cones used during this Special Event may not impede the flow of traffic during the daytime hours when the Special Event is not functioning
4. Permits/Licenses. USER shall be responsible for obtaining all government assistance and approvals necessary to use the Premises as contemplated herein and such use will be in accordance with all applicable laws and regulations.
5. Trash. At USER'S expense, USER shall ensure the Premises have adequate trash receptacles and that such receptacles are emptied on a daily basis during the Special Event.
6. Access. USER shall be solely responsible for determining and granting access to the Premises during the Special Event, including authorized Special Event personnel, emergency services personnel (e.g., police, fire and medical), and persons holding valid admission badges, tickets or passes issued by USER.

IV USE OF PREMISES

1. DALY CITY shall grant User exclusive access to and utilization of the Premises for parking use during the course of this Special Event.
2. DALY CITY shall grant access to the Premises on mutually agreed dates preceding and following the Special Event so that USER may prepare the Premises for the Special Event and clean-up following the Special Event. USER shall be solely responsible for configuring the Premises for use during the Special Event.
3. Modification. DALY CITY shall permit USER to rope and/or fence (chain or barricade) the Premises and to restrict the parking of cars on the Premises. USER shall be solely responsible for configuring the Premises for use during the Special Event.
4. Maintenance. Other than as specifically set forth above, USER accepts the Premises in its present condition, and DALY CITY agrees to maintain the Premises in its present condition and in good repair, normal wear and tear excepted, during this Special Permit.

V PERMIT FEE

- a. The permit fee for temporary use of the Premises is \$500.00.
- b. USER shall pay the full permit fee to DALY CITY upon issuance of this Special Events Permit, no later than April 15, 2016.

VI. INDEMNIFICATION

USER agrees to indemnify and hold harmless, DALY CITY, its Council, Officers, Boards, Commissions, employees, guests, patrons, or invitees, or anyone directly or indirectly employed by any of them, for USER's acts or omissions in connection with this Agreement.

USER further agrees to indemnify DALY CITY from and against any and all liability, loss, claim, suit, damage or expense, including attorney fees, which the City may suffer, sustain or incur, on account of the death of or injury to any person or loss of or destruction of any property, arising from or in any way connected with issuance of this Special Permit.

VII. ASSIGNMENT

The provisions hereof shall inure to the benefit, and be binding upon the successors, legal representatives and assigns, of the USER.

VIII RESERVATION OF CONTROL OF PREMISES

DALY CITY reserves the right to control the premises; to enforce all of its rules or regulations regarding the Premises, and to inspect the Premises during the scheduled Special Event, without unreasonable interfering with USER, its employees, guests, patrons, or invitees. DALY CITY shall have the right, but not the duty, to eject any person from the Premises for violation of the law, rule, or regulation without liability.

IX WAIVER

The User hereby surrenders and gives up all right to any claim for compensation for any loss or damage sustained by reason of any defect, deficiency, failure, or impairment of the water supply, drainage, electrical, or refrigeration systems provided by DALY CITY. DALY CITY shall not be liable for any claim if the Premises are damaged by fire or other casualty, or for any other act, including strikes, utility failure or acts of God, which prevent the holding of the scheduled Special Event.

AGREED AND ACKNOWLEDMENT:

I acknowledge that I have received and read the conditions for the issuance of this Special Events

Permit as outlined above. On behalf of USER for this permit, I have the authority to make this agreement and acknowledge the terms of the Special Events Permit.

International Management Group Worldwide
“User”

By: Jon-Paul Genet, IMG Worldwide, Inc.
Title: Tournament Director

Special Permit Approved By:

CITY OF DALY CITY and
SUCCESSOR AGENCY TO THE FORMER DALY CITY REDEVELOPMENT AGENCY
“Daly City”

By: Patricia E. Martel, City Manager



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 11, 2016

Subject: Authorizing the City Manager to Execute a Facilities Use Agreement with IMG Worldwide, Inc. to Provide Temporary Parking at Westlake Park for the Swinging Skirts LPGA Classic at Lake Merced Golf Club April 18 – 24, 2016

Recommended Action

It is recommended that the Council authorize the City Manager to execute the attached Facilities Use Agreement, between the City of Daly City and IMG Worldwide, Inc. ("IMG") for the temporary use of Westlake Park to provide parking during the Swinging Skirts LPGA Classic at Lake Merced Golf Club from April 18 – 24, 2016.

Background/Discussion

The Swinging Skirts LPGA Classic Golf Tournament will be held on April 18 – 24, 2016 at Lake Merced Golf Club. The tournament is expected to draw spectators from throughout the Bay Area. IMG, the agency managing the event, is requesting the use of City facilities on behalf of the LPGA to provide ample parking spaces for spectators. Specifically, IMG is requesting the exclusive use of portions of the Westlake Park Facility for this purpose.

Westlake Park will be used only during the public events of the Swinging Skirts LPGA Classic, April 18 – 24, 2016, to accommodate spectators. A shuttle service will be used to transport spectators from Westlake Park to Lake Merced Golf Club between the hours of 7:00 a.m. and 7:00 p.m. Participants of City sponsored activities will be minimally affected by IMG's use of Westlake Park, as this temporary use is non-exclusive. Public parking adjacent to the Doelger Senior Center, Larcombe Clubhouse, and Pacelli Event Center will remain available to visitors.

Fiscal Impact

The attached IMG Use Agreement requires IMG Worldwide, Inc. to provide payment to the City for the exclusive use of 162 asphalt parking spaces and 325 grass parking spots, as designated, at a cost of \$4.50 per space, for the period April 18 – 24, 2016, totaling \$2,191.50 per day.

Summary/Conclusion

Staff is available to provide any additional information desired by the Mayor or City Council.

Respectfully submitted,

Patricia E. Martel
City Manager

Joseph Curran
Director, Dept. of Library and Recreation Services

IMG USE AGREEMENT

THIS USE AGREEMENT ("Agreement") is made and entered into as of the 28 day of March, 2016 by and between IMG Worldwide, Inc. ("IMG") and the City of Daly City ("Daly City").

BACKGROUND

A. Daly City presently controls the parking lot located at Westlake Park in Daly City, California (the "Lot").

B. IMG desires to utilize the Lot for parking and shuttle services for The Swinging Skirts LPGA Classic to be held April 18-24, 2016 ("Event") at the Lake Merced Golf Club in Daly City, California.

C. Daly City has the authority to contract for IMG's use of the Lot.

D. Daly City and IMG desire to enter into this Agreement to set forth the agreement between the parties in connection with IMG's use of the Lot for the Event.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IMG and Daly City agrees follows:

1. **TERM.** The term of this Agreement shall be for the period commencing upon execution of this Agreement and continuing until April 24, 2016; provided, however, that each party shall be obligated to fulfill its obligation which are accrued but unpaid or not performed as of the date of termination.

2. **DALY CITY OBLIGATIONS.** Daly City hereby covenants and agrees with IMG that:

(a) ***Exclusive Use.*** Daly City shall make one hundred sixty-two (162) asphalt parking spots and three hundred twenty-five (325) grass parking spots in the designated areas available to IMG for parking Event spectator vehicles each day during the Event, regardless of whether such spots are actually used by IMG on each such day. IMG acknowledges that the Lot may also be used for parking up to one hundred twenty-nine (129) Daly City employee vehicles, as well as providing spaces for the public as needed, during such time. Daly City shall ensure that no other parties interfere with IMG's exclusive use thereof during the Event.

(b) ***Prior & Subsequent Use.*** Daly City shall also provide IMG access to the Lot

on mutually agreed dates preceding and following the Event so that IMG may prepare the Lot for the Event and clean-up following the Event. IMG will coordinate with Daly City regarding such prior and subsequent use. Specifically, IMG shall have non-exclusive use from April 16, 2016 for the purposes of preparing the Lot for the Event.

(c) **Modification.** Daly City shall permit IMG to rope and/or fence (chain or barricade) the Lot and to direct the parking of cars on the Lot as more fully set forth in Section 3. Daly City shall also permit IMG to erect shade canopies (either 10'x10' or 20'x20'), and/or place signage (including flagpoles, banners, directional signs and traffic cones) on the Lot as IMG deems appropriate. IMG shall be solely responsible for configuring the Lot for use during the Event.

(d) **Event Access.** Daly City shall permit IMG to retain the services of a car parking service to park vehicles during the Event, as IMG deems appropriate. Daly City shall also permit IMG to retain the services of a transportation management company to provide shuttle services to and from the Lot to the Event. Any such service shall be at IMG's sole expense. IMG shall be solely responsible for determining and granting access to the Lot during the Event.

(e) **Maintenance.** Other than as specifically set forth above, IMG accepts the Lot in its present condition, and Daly City agrees to maintain the Lot in its present condition and in good repair, normal wear and tear excepted, during the Term of this Agreement.

3. IMG OBLIGATIONS.

(a) **Expenses.** Except as otherwise specifically set forth herein, IMG shall be responsible for all expenses associated with IMG's use and operation of the Lot pursuant to Section 2 above (e.g., installation and removal of any and all ropes, barricades, signage, etc.). Any material modification of the Lot in preparation for the Event shall be subject to the prior reasonable approval of Daly City.

(b) **Insurance.** IMG shall properly insure the Lot as part of IMG's commercial general liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate of Two Million Dollars (\$2,000,000.00) covering claims for injuries to people or damage to property. Upon request and approval by Daly City, IMG shall provide Daly City a certificate of insurance evidencing such coverage and an endorsement naming the City as an additional insured.

(c) **Permits/Licenses.** IMG shall be responsible for obtaining all government assistance and approvals necessary to use the Lot as contemplated herein and such use will be in accordance with all applicable laws and regulations. Daly City agrees to assist IMG in such matters upon reasonable request of IMG.

(d) **Staffing/Use.**

(i) *Security/Collection of Fees.* At its sole expense, IMG shall provide all security and parking management staff for the Lot during the Event. IMG shall be solely responsible for collecting a fee, if any, as IMG deems appropriate from each vehicle parked in the Lot during the Event and shall retain any and all proceeds from such fees.

(ii) *Trash.* At its sole expense, IMG shall ensure the Lot has adequate trash receptacles and that such receptacles are emptied on a daily basis during the Event.

(e) *Access.* IMG shall be solely responsible for determining and granting access to the Lot during the Event, including authorized Event personnel, emergency services personnel (e.g., police, fire and medical), and persons holding valid admission badges, tickets or passes issued by IMG.

(f) *Restoration.* IMG agrees that all temporary signage, barricades, etc. used for the Event will be erected in a manner that will not permanently damage the Lot. IMG shall be responsible for ensuring that the Lot remains in good repair during the Term of this Agreement and will return the Lot no later than April 26, 2016 to its condition prior to the Event, with normal wear and tear associated with such activity expected. IMG agrees to aerate the turf area of Westlake Park within seven (7) days of the final day of the event. Daly City acknowledges and agrees that IMG may obtain a video tape of the Lot preceding the Event and following the Event to be used in the determination of the scope of damage, if any, to the Lot caused by the Event.

(g) *Parking and Transportation Vendor.* IMG will be retaining the services of Executive Events Services (EES) for all parking and transportation during the Event. IMG will ensure that EES shall be responsible for all traffic management during the Event, including but not limited to, providing adequate egress/ingress, circulation control, as well as cooperating with the Daly City Police Department on any and all traffic related issues during the Event.

4. CONSIDERATION. In consideration of the rights and benefits to IMG hereunder, IMG shall provide Daly City:

Four and 50/100 Dollars (\$4.50) per spot per day for the four hundred eighty-seven parking spots, totaling Two Thousand One Hundred Ninety-one and 50/100 (\$2,191.50) per day total.

The above amounts include all applicable taxes, and IMG shall remit payment to Daly City as follows: fifty percent (50%) upon signature of this Agreement by the parties and fifty percent (50%) on or before April 16, 2016.

5. INDEMNIFICATION. Daly City shall indemnify and hold IMG harmless from any and all loss and liability on account of any damages or injury and from all liens, claims and demands caused by any willful acts or omissions or the negligence of Daly City in connection with the operation and use of the Lot by IMG, the performance by Daly City of its obligations hereunder or from the breach by Daly City of any obligation hereunder, but Daly City shall not be liable for damage or injury occasioned by failure of IMG to comply with obligations hereunder or by reason of negligence of IMG, its agents or employees. IMG shall indemnify and hold Daly City harmless from all loss or liability whatsoever, on account of any damages or injury, claims and demands arising out of negligent acts or omissions of IMG hereunder, its agents or employees.

6. INSURANCE. IMG shall obtain and secure throughout the Term commercial general liability insurance, auto insurance and applicable workers' compensation and employer's liability insurance. The commercial general liability and auto insurance shall have limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Employer's liability and workers' compensation shall have minimum statutory limits. IMG shall add Daly City as an additional insured to the commercial general liability policy and shall present a certificate of insurance evidencing such coverage to Daly City as set forth in Section 3(b), as well an additional insured endorsement.

7. MISCELLANEOUS.

(a) ***Governing Law.*** This Agreement is to be governed by and interpreted in accordance with the laws of the State of California, United States of America.

(b) ***Entire Agreement.*** This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written, among the parties hereto relating to the subject matter of this Agreement except those fully expressed herein and each party agrees that it has not relied on and is not entitled to rely on any statements, promises or representations other than those set forth herein in entering into this Agreement. This Agreement may not be modified or amended except by the mutual written agreement of the parties.

(c) ***Assignment.*** The provisions hereof shall inure to the benefit, and be binding upon the successors, legal representatives and assigns, of the parties hereto; provided, however, that neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld; provided further, however, that, notwithstanding the foregoing, IMG may assign this Agreement to an affiliated entity or subsidiary for tax planning purposes without prior notice or approval of Daly City.

(d) ***Confidentiality.*** Each party acknowledges that it may have access to certain

trade secrets and other non-public confidential information of the other during and in connection with its performance of services and/or obligations hereunder ("**Confidential Information**"), and hereby agrees not to disclose any Confidential Information to any third party and not to use any such Confidential Information for any purpose other than performance pursuant to this Agreement. All such Confidential Information and trade secrets are and shall remain the exclusive property of the disclosing party and no license shall be granted or implied with respect to such Confidential Information or trade secrets by reason of the other party's access to the same in connection with its performance of services or obligations hereunder. The parties' foregoing agreement of non-use and nondisclosure shall survive any termination or expiration of this Agreement and shall continue in full force and effect for a period of three (3) years from the date of expiration or termination hereof unless the Confidential Information constitutes a "trade secret" under applicable law, in which case the obligations shall survive for as long as provided for under applicable law. Confidential Information shall not include information in the public domain or information which a party acquires from a third party who provides the same without violating any obligation of confidentiality or nondisclosure. Furthermore, it shall not be deemed to be a violation of this provision for a party to disclose any Confidential Information to a judicial or governmental authority compelling such disclosure by appropriate order provided that the party receiving any such order shall provide the other party with notice at the earliest practicable moment to permit the other party to seek appropriate protective orders.

(e) ***Limitation of Liability.*** In no event shall either party be liable for special, incidental, punitive or consequential damages arising out of this Agreement.

(f) ***Waiver.*** Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision of this Agreement. Any waiver must be in writing and signed by the party against whom the waiver is sought.

(g) ***Invalidity.*** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted insofar as the primary purpose of this Agreement is not frustrated.

(h) ***Notices.*** All notices, demands, requests or other communications relating to this Agreement shall be in writing and shall be mailed, first class, or transmitted by hand delivery, overnight delivery service, or telecopy (with acknowledgment of receipt), addressed as set forth below. Notice will be deemed effective as of the date of receipt, if sent by hand delivery, overnight delivery or facsimile, and five (5) calendar days following posting if sent by mail.

If to Daly City: City of Daly City

333 90th Street
Daly City, California 94015, USA
Attn: Patricia Martel, City Manager

If to IMG: IMG Worldwide, Inc.
304 Park Ave., South, 5th Floor
New York, NY 10010
Attn: Jon-Paul Genet, Tournament Director

(i) ***Relationship of the Parties.*** The parties agree that this Agreement does not and shall not be construed as or constitute an agency, partnership or joint venture, or other fiduciary or confidential relationship between IMG and Daly City.

(j) ***Inurement.*** This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective heirs, executors, administrators, personal representatives and/or successors.

(k) ***Counterparts.*** This Agreement may be executed in any number of counterparts, including facsimile, and each counterpart shall be deemed an original.

(l) ***Sophistication of the Parties.*** Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement. This Agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. No ambiguity or omission shall be construed or resolved against either party on grounds that this Agreement or any provision thereof was drafted or proposed by such party.

(m) ***Attorneys' Fees.*** In any action related to this Agreement, the prevailing party may be entitled to recover from the other the prevailing party's costs, including reasonable attorneys' fees, whether such fees and costs be incurred at trial, on appeal or otherwise.

(n) ***Exhibits.*** The parties agree that all Exhibits to the Agreement are hereby incorporated into and shall form an integral part of this Agreement.

(o) ***Force Majeure / Cancellation.*** The term "Force Majeure" shall mean acts of God, earthquakes, blizzards, tornadoes, hurricanes, fire, flood, malicious mischief, insurrection, riots, labor disturbances, public enemy, war, landslides, explosions, epidemics, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction and any other similar circumstances beyond the reasonable control of a party. Each party acknowledges and agrees that IMG shall have the right to cancel or reschedule the Event as a result of a Force Majeure event. In such event, (i) IMG shall not be responsible to reimburse any expenses of Daly City in connection with such cancellation or rescheduling and (ii) if the Event is rescheduled, Daly City shall

cooperate with IMG in use of the Lot during the rescheduled dates at IMG's sole expense.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date and year first above written.

CITY OF DALY CITY

By: _____

Name: _____

Title: _____

IMG WORLDWIDE, INC.

By: _____

Name: _____

Title: _____



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 11, 2016

Subject: Authorizing the City Manager to Execute a Facilities Use Agreement with IMG Worldwide, Inc. for Use of the Training Room at City Hall from April 18-24, 2016

Recommended Action

It is recommended that the Council authorize the City Manager to execute the attached Facilities Use Agreement, between the City of Daly City and IMG Worldwide, Inc. ("IMG") for the temporary use of the Training Room on the First Floor of City Hall, 333 90th Street, during the Swinging Skirts LPGA Classic at Lake Merced Golf Club from April 18-24, 2016.

Background/Discussion

The Swinging Skirts LPGA Classic Golf Tournament will be held on April 18-24, 2016 at Lake Merced Golf Club. Participants in the tournament are afforded off-site childcare services for the duration of the event. A License Agreement for the use of the City Hall Training Room on the will allow the LPGA to provide childcare services as needed for players at a safe, secure nearby location. The Training Room will be made available for childcare services that will be directly provided by the LPGA's vendor.

Fiscal Impact

The attached License Agreement for the use of property at 333 – 90th Street, Daly City (First Floor Training Room) will authorize the LPGA to provide childcare services for the period April 18 – 24. The fee for the license is \$500.

Summary/Conclusion

Staff is available to provide any additional information desired by the Mayor or City Council.

Respectfully submitted,

Patricia E. Martel
City Manager

Joseph Curran
Director, Dept. of Library and Recreation Services

LICENSE FOR THE USE OF PROPERTY

This license is entered into by and between the CITY OF DALY CITY ("City") and IMG Worldwide, Inc. ("Licensee").

This license is made and executed on _____ day of _____, 2016, in Daly City, California.

WHEREAS, the City is the owner of certain real property commonly known as the Training Room, located at City Hall, 333 90th Street (hereinafter described as "Premises") in the City of Daly City; and

WHEREAS, the Licensee will be hosting The Swinging Skirts LPGA Classic Golf Tournament ("Special Event") at the Lake Merced Golf Club, located in the City of Daly City, California, from April 18-24, 2016; and

WHEREAS, the Licensee desires to use the Premises for the operation of a temporary childcare facility during the Special Event for the purposes of providing childcare for the players participating in the Special Event.

NOW, THEREFORE, the parties agree as follows:

1. The City grants to Licensee a revocable license to use the Premises for the limited purpose of operating a temporary childcare facility, in conformance with the LPGA Childcare Handbook. No other dissimilar use is allowed without prior written consent from the City.
2. License Fee. Licensee shall pay the City a fee of \$500.00. Payment shall be due upon issuance of the License.
3. Term. This license term shall be limited from April 18-24, 2016, from 7:30 a.m. to 5:30 p.m.
4. Licensee shall provide adequate supervisory personnel so that someone may be identified and contacted regarding management of the service at all times when the food service is open for business.
5. Licensee shall be responsible for maintaining the Premises in a clean and orderly manner, and for removing debris or rubbish after each day's service. If Licensee fails after notice from the City to maintain and keep the Premises clean and orderly, the City may at the expense of the Licensee cure the deficiency at any time. If such problem occurs the second time, the City reserves the right to revoke Licensee's license.

6. Indemnification. Licensee agrees to indemnify, defend and hold harmless the City from and against any and all claims, losses, damages, expenses, judgments and costs, including attorney's fees and court costs, resulting from Licensee's use of the Premises under this license.
7. Insurance. Licensee shall, at its own expense, maintain in force during the term of this License a policy of commercial liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate of Two Million Dollars (\$2,000,000.00) insuring and endorsing the City as additional insured against liability resulting from Licensee's use of the Premises under this License. Licensee shall furnish a certificate of insurance and endorsement to the City Attorney's Office for approval upon use of the property.
8. Assignability. Licensee shall not assign, sublicense or otherwise transfer its rights under this License to any other party.
9. Notices. All notices to the City shall be sent to Patricia E. Martel, City Manager, City of Daly City, 333 90th Street, Daly City, CA 94015. All notices to the Licensee shall be sent to Jon-Paul Genet, Tournament Director, International Management Group Worldwide, 304 Park Ave., South, 5th Floor, New York, NY 10010.
10. This License contains the entire understanding between the parties relating to the rights and obligations assumed under it. Any amendments or modifications to this license will not be effective unless contained in a writing issued by the City.
11. This license shall be interpreted and construed under the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this License as of the date and first above written.

CITY

Patricia E. Martel
City Manager

LICENSEE, hereby accepts the above conditions:

Jon-Paul Genet
Tournament Director, IMG Worldwide, Inc.



City Council Meeting Agenda Report

Item # _____

Meeting Date: 04/11/16

Subject: Use of Federal Asset Forfeiture (DEA) Funds to Purchase 19 Gun Vaults for Unmarked Police Vehicles

Recommended Action

Staff recommends the use of Federal Asset Forfeiture (DEA) Funds to purchase 19 gun vaults for unmarked police vehicles.

Background

In recent years, criminals have been targeting unmarked police cars. Police officers and federal agents have had their unmarked and personal vehicles burglarized and their on and off duty weapons stolen. These weapons have been used in several high profile crimes and gathered media attention across the nation.

Discussion

The Daly City Police Department has nineteen (19) unmarked vehicles. There are times when Detectives, Command Staff, or Tactical Team Members will use these vehicles in an operational environment. In these cases, rifles and handguns may need to be temporarily stored in the vehicle. The Police Department researched trunk vault vendors and identified the Fast Box Harrier from Secure It Tactical as the best trunk vault for our needs. These steel boxes are hard mounted to the trunk of the vehicle and have a combination locking mechanism. The Police Department believes these boxes, coupled with an effective policy related to the storage of weapons will prevent the theft of weapons.

Fiscal Impact

Funds are available through the use of Federal Asset Forfeiture Funds. The one time purchase price is \$4941.99. This is a one-time cost and no matching funds are required.

Summary/Conclusion

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,

John Gamez
Captain

Manuel Martinez Jr.
Chief of Police



City Council Agenda Report

Item # _____

Meeting Date: April 11, 2016

Subject: Accept and Appropriate \$290,000 in Additional “OneBayArea Grant” Federal Congestion Mitigation and Air Quality Improvements Funds for the John Daly Boulevard Streetscape Improvements project

Recommended Action

Staff recommends the City Council accept and appropriate additional Congestion Mitigation and Air Quality Improvement (CMAQ) funds under OneBayArea Grant (OBAG) funding for the John Daly Boulevard Streetscape Improvements project.

Background

In October 2012, the San Mateo County, City and County Association of Governments (C/CAG) issued a competitive call for projects for Bicycle and Pedestrian Improvement (Bike/Ped) Program funding and Transportation for Livable Communities (TLC) Program funding under the OneBayArea Grant Program.

The City of Daly City submitted an application and was awarded the full requested amount of \$1,000,000 for the John Daly Boulevard Streetscape Improvements project. In June 2013, City Council accepted and appropriated the grant funds and adopted a resolution of local support required by the Metropolitan Transportation Commission (MTC) (please see attached Resolution No. 13-92). City staff proceeded with the project design and planned to obligate the funds in early 2016.

In December 2015, C/CAG staff advised City staff about the availability of additional unobligated OBAG funding within San Mateo County and inquired about the City’s ability to use the funds. The John Daly project is capable of utilizing the additional OBAG funding and receipt of additional grant funding reduces the City’s local costs for construction.

Discussion

The City of Daly City Public Works Engineering Division staff has a history and reputation of obligating and expending grant funding in a timely and reliable manner. This reputation, the planned schedule for obligating funds, and the capability of the John Daly Boulevard Streetscape Improvements project to use the additional funds were factors in C/CAG’s decision to select Daly City for re-appropriation of available, unobligated OBAG grant funding. The provisions of the previously adopted Resolution 13-92 apply to the additional OBAG funding now being granted.

Fiscal Impact

Acceptance of the additional OBAG funds will reduce the City’s costs for the construction of the John Daly Boulevard Streetscape Improvements project by \$290,000.

Accept and Appropriate \$290,000 in Additional "OneBayArea Grant"
Federal Congestion Mitigation and Air Quality Improvements Funds
for the John Daly Boulevard Streetscape Improvements
Meeting Date: April 11, 2016
Page 2

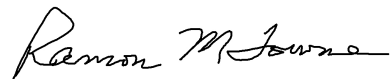
Construction of the project is currently estimated at approximately \$3,360,000. Construction will be funded using the previously awarded \$1,000,000 in OBAG funding, \$290,000 in the additional OBAG grant funding if accepted, \$1,000,000 in Measure A grant funding, \$455,000 in Sanitation Funds for the construction of bioswales and recycled water pump station, and the remaining balance (approximately \$615,000) in Gas Tax and AB1600 Transportation funding. The City is still required to provide a local match of 11.47% on the OBAG funding. The amount needed in Gas Tax and AB1600 Transportation funding would be reduced to approximately \$325,000, which meets the local match requirement.

Summary/Conclusion

Recommend that the City Council accept and appropriate the additional \$290,000 in grant funds for the John Daly Boulevard Streetscape Improvements project.

Staff is available to provide any additional information desired by the Mayor or City Council Members.

Respectfully submitted,



Ramon M. Towne
Acting City Engineer



John L. Fuller
Director of Public Works

Attachments:

1. Resolution No. 13-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDING ASSIGNED TO MTC
AND COMMITTING ANY NECESSARY MATCHING FUNDS AND STATING THE
ASSURANCE TO COMPLETE THE PROJECT

WHEREAS, City of Daly City (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for one million dollars (\$1,000,000) in funding assigned to MTC for programming discretion, including but not limited to federal funding administered by the Federal Highway Administration (FHWA) such as Surface Transportation Program (STP) funding, Congestion Mitigation and Air Quality Improvement (CMAQ) funding and/or Transportation Alternatives (TA) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for the John Daly Boulevard Streetscape Improvements Project (herein referred to as PROJECT) for the Transportation for Livable Communities Program (herein referred to as PROGRAM); and

WHEREAS, the Moving Ahead for Progress in the 21st Century Act (Public Law 112-141, July 6, 2012) and any extensions or successor legislation for continued funding (collectively, MAP 21) authorize various federal funding programs including, but not limited to the Surface Transportation Program (STP) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149) and the Transportation Alternatives Program (TA) (23 U.S.C. § 213); and

WHEREAS, state statutes, including California Streets and Highways Code 182.6 and 182.7 provide various funding programs for the programming discretion of the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA); and

WHEREAS, pursuant to MAP-21, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal funds for a project shall submit an application first with the appropriate MPO for review and inclusion in the MPO's Transportation Improvement Program (TIP); and

WHEREAS, MTC is the MPO and RTPA for the nine counties of the San Francisco Bay region; and

WHEREAS, MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) that sets out procedures governing the application and use of federal funds; and

WHEREAS, APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING; and

WHEREAS, as part of the application for REGIONAL DISCRETIONARY FUNDING, MTC requires a resolution adopted by the responsible implementing agency stating the following:

1. the commitment of any required matching funds; and
2. that the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING; and

3. that the project will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and
4. the assurance of the sponsor to complete the project as described in the application, subject to environmental clearance, and if approved, as included in MTC's federal Transportation Improvement Program (TIP); and
5. that the project will comply with all project-specific requirements as set forth in the PROGRAM; and
6. that the project (transit only) will comply with MTC Resolution No. 3866, revised, which sets forth the requirements of MTC's Transit Coordination Implementation Plan to more efficiently deliver transit projects in the region.

NOW, THEREFORE, BE IT RESOLVED that the APPLICANT is authorized to execute and file an application for funding for the PROJECT for REGIONAL DISCRETIONARY FUNDING under MAP-21 for continued funding; and be it further

RESOLVED that the APPLICANT by adopting this resolution does hereby state that:

1. APPLICANT will provide any required matching funds; and
2. APPLICANT understands that the REGIONAL DISCRETIONARY FUNDING for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
3. APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation projects, and has assigned, and will maintain a single point of contact for all FHWA-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans and FHWA on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA-funded transportation projects implemented by APPLICANT; and
4. PROJECT will be implemented as described in the complete application and in this resolution, subject to environmental clearance, and, if approved, for the amount approved by MTC and programmed in the federal TIP; and
5. APPLICANT and the PROJECT will comply with the requirements as set forth in MTC programming guidelines and project selection procedures for the PROGRAM; and
6. APPLICANT (for a transit project only) agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution 3866, revised; and therefore be it further

RESOLVED that APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects; and be it further

RESOLVED that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and be it further

RESOLVED that there is no legal impediment to APPLICANT making applications for the funds; and be it further

RESOLVED that there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and be it further

RESOLVED that APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and be it further

RESOLVED that a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application; and be it further

RESOLVED that the MTC is requested to support the application for the PROJECT described in the resolution and to include the PROJECT, if approved, in MTC's federal TIP.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the 24th day of June, 2013, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: Canepa, Guingona, Klatt, Buenaventura

NOES, Councilmembers: None

ABSENT, Councilmembers: Torres


CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

RAYMOND A. BUENAVENTURA
MAYOR OF THE CITY OF DALY CITY



City Council Agenda Report

Item # _____

Meeting Date: April 11, 2016

Subject: Accept and Appropriate \$337,500 in Measure A Grant Funding for the Enhanced Pedestrian and Bicycle Visibility Improvements

Recommended Action

Staff recommends the City Council accept the Measure A grant, appropriate the grant funds, and authorize the City Manager, or her designee, to execute the Funding Agreement with the San Mateo County Transportation Authority (TA) for the Enhanced Pedestrian and Bicycle Visibility Improvements project. Staff also recommends that the City Council appropriate AB1600 Transportation funds to cover the City's required local match.

Background

On June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection of a half-cent transaction and use tax (sales tax) in San Mateo County for 20 years. The tax revenues were to be distributed by the TA for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters. On November 2, 2004, the voters of San Mateo County approved the continuation of the Measure A half-cent sales tax for an additional 25 years. Collection and distribution of the Measure A sales tax is by the TA in order to implement the 2004 Transportation Expenditure Plan, beginning January 1, 2009.

In December 2015, the City Council authorized staff to submit an application for Measure A grant funds for the installation of flashing pedestrian signals and bicycle routes at various locations per the City's Bicycle Master Plan. The City's application requested \$337,500 in grant funds, with a \$37,500 local match (see attached Resolution No. 15-212).

The TA selected the Daly City project for grant funding for the full request amount of \$337,500.

Discussion

The Enhanced Pedestrian and Bicycle Visibility Improvements project will install flashing pedestrian signals at three uncontrolled intersections heavily utilized by pedestrians. These intersections are as follows:

- Southgate Avenue at Crestwood Drive,
- San Pedro Road at Reiner Street, and
- Geneva Avenue at Oriente Street.

The Enhanced Pedestrian and Bicycle Visibility Improvements project will also install approximately 10 miles of bicycle routes and lanes remaining to be installed in accordance with the City's current Bicycle Master Plan, where possible.

**Accept and Appropriate \$337,500 in Measure A Grant Funding
for the Enhanced Pedestrian and Bicycle Visibility Improvements
Meeting Date: April 11, 2016
Page 2**

The design work will be performed by Engineering Staff and the design and construction management costs are eligible grant reimbursements. I commend them for their vigilance in the pursuit of this grant and the resulting savings of City funds.

Fiscal Impact

The cost for the project is estimated at \$375,000 including design, construction, and construction engineering. The City has been awarded a Measure A Grant for \$337,500. The City's local match requirement for project implementation is \$37,500. The local matching funds are available in the City's AB1600 Transportation fund balance and will be appropriated to the project account when established following City Council action. No General Fund monies will be used for this project.

Summary/Conclusion

Recommend that the City Council accept the grant, appropriate the grant funds and the AB1600 Transportation funds for the City's required local match, and authorize the City Manager, or her designee, to execute the Funding Agreement with the San Mateo County TA for the Enhanced Pedestrian and Bicycle Visibility Improvements project.

Staff is available to provide any additional information desired by the Mayor or City Council Members.

Respectfully submitted,



Ramon M. Towne
Acting City Engineer



John L. Fuller
Director of Public Works

Attachments:

1. Resolution No. 15-212
2. Budget Transfer

RESOLUTION NO. 15-212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
SUPPORTING THE ENHANCE PEDESTRIAN AND BICYCLIST VISIBILITY PROJECT
AND SUBMITTING AN APPLICATION FOR MEASURE A PEDESTRIAN AND BICYCLE
PROGRAM FUNDING FOR THE ENHANCED PEDESTRIAN AND BICYCLIST
VISIBILITY PROJECT

RESOLVED by the City Council of City of Daly City, that

WHEREAS, there is potential to enhance pedestrian and bicyclist safety and visibility,
and

WHEREAS, there is a proposed project to install flashing pedestrian signals at various intersections and to construct the remaining bicycle routes and lanes from the City of Daly City's Bicycle Master Plan, and

WHEREAS, it will cost \$375,000 to implement the Enhance Pedestrian and Bicycle Visibility Project, and

WHEREAS, the City wishes to sponsor the Enhance Pedestrian and Bicycle Visibility Project, and

WHEREAS, the City seeks \$375,000 for the Enhance Pedestrian and Bicycle Visibility Project, and

WHEREAS, on June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection and distribution by the San Mateo County Transportation Authority (TA) of a half-cent transactions and use tax in San Mateo County for 20 years, with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters (Original Measure A); and

WHEREAS, on November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the TA the half-cent transactions and use tax for an additional 25 years to implement the 2004 Transportation Expenditure Plan beginning January 1, 2009 (New Measure A); and

WHEREAS, TA issued a Call for Projects for the Measure A Pedestrian and Bicycle Program on November 10, 2015, and

WHEREAS, TA requires a governing board resolution from the City in support of the City's application for \$375,000 in San Mateo County Measure A Pedestrian and Bicycle Program funds for the installation of flashing pedestrian signals and construction of bicycle routes and lanes, and

WHEREAS, TA requires a governing board resolution from the City committing the City to the completion of the installation of flashing pedestrian signals and construction of bicycle routes and lanes, including the commitment of matching funds in the amount of \$37,500 needed for implementation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Daly City Directs staff to submit an application for TA Measure A Pedestrian and Bicycle Program funds for \$375,000 for the Enhance Pedestrian and Bicycle Visibility Project.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager or her designee to execute a funding agreement with the San Mateo County Transportation Authority to encumber any TA Measure A Pedestrian and Bicycle Program funds awarded.

BE IT FURTHER RESOLVED that the City commits \$375,000 to the completion of the Enhance Pedestrian and Bicycle Visibility Project, including the commitment of \$37,500 of matching funds needed for implementation, if awarded the requested TA Measure A Grade Separation Program funds.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the 14th day of December, 2015, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: Buenaventura, Canepa, Christensen
Guingona, Torres

NOES, Councilmembers: None

ABSENT, Councilmembers: None

K. Annette Dipona
CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

SAL TORRES
MAYOR OF THE CITY OF DALY CITY

City of Daly City
Budget Transfer/Adjustment

Department/Division: Public Works/Engineering Date: 4/11/16

Month/Fiscal year: April 2015-16

Explanation/Justification:

Appropriate \$337,500 in Measure A grant funding for Enhanced Pedestrian and Bicycle Visibility Improvements project (new project). Appropriate \$37,500 in AB1600-Transportation funds for the 10% local match.

Approvals:

Hae Won Ritchie, Senior Civil Engineer

Ramon M. Towne, Acting City Engineer

John L. Fuller, Director of Public Works

Lawrence Chiu, Director of Finance and
Administrative Services

City Manager / City Council

City of Daly City Budget Transfer/Adjustment

				Finance Only:	
				Budget Balance	
<u>Account Number</u>	<u>Account Name</u>	<u>Program/ Project Name</u>	<u>Amount</u>	<u>Before</u>	<u>After</u>
Use of Funds					
17 - 312 - - - 4516	In-House Srv Chg Design	Enhanced Ped/Bike Vis	\$ 35,000.00	\$ _____	\$ _____
17 - 312 - - - 4535	Administration Design	Enhanced Ped/Bike Vis	1,000.00	_____	_____
17 - 312 - - - 4518	In-House Srv Chg Constr	Enhanced Ped/Bike Vis	22,000.00	_____	_____
17 312 - - - 4536	Contractual Serv Constr	Enhanced Ped/Bike Vis	315,500.00	_____	_____
17 312 - - - 4537	Administration Constr	Enhanced Ped/Bike Vis	1,500.00	_____	_____
Total Use of Funds			\$ 375,000.00	\$ _____	\$ _____
Source of Funds:					
Reduced Expenditures					
- - - - -	Measure A Grant	Measure A Grant	\$ 337,500.00	\$ _____	\$ _____
20 - 314 - 401 - 3735	Street Zone - Citywide	AB1600-Transportation	37,500.00	_____	_____
- - - - -				_____	_____
New Revenues/Fund Balance					
- - - - -			\$ _____	\$ _____	\$ _____
- - - - -			_____	_____	_____
- - - - -			_____	_____	_____
- - - - -			_____	_____	_____
- - - - -			_____	_____	_____
Total Source of Funds			\$ 375,000.00	\$ _____	\$ _____
For Capital Projects Only - Transfer of Funding Between Projects					
<u>From Account Number</u>	<u>Name/Type Code</u>	<u>Amount</u>	<u>To Account Number</u>	<u>Name/Type Code</u>	\$ <u>Amount</u>
- - - - -	/	\$ _____	- - - - -	/	_____
- - - - -	/	\$ _____	- - - - -	/	_____
- - - - -	/	\$ _____	- - - - -	/	_____
- - - - -	/	\$ _____	- - - - -	/	_____
Total		\$ _____	Total		\$ _____

Finance Only:

Verified By/Date _____ Entered By/Date _____ Audited By/Date _____ Document No. _____



City Council Agenda Report

Item # _____

Meeting Date: April 11, 2016

Subject: Amend Traffic Regulations: (1) Install a 16-ft. No Parking (red) zone on the east side of the cul-de-sac of Evergreen Avenue, along the west side of 898 Templeton Avenue (TSR 16/59); and (2) Install a 6-ft. No Parking (Red) zone in front of the fire hydrant at 531-599 Carter Street (16/60).

Recommended Action

Recommend the City Council amend the City's traffic regulations as follows:

1. Install 16-ft. red zone on the east side of the cul-de-sac of Evergreen Avenue, along the west side of 898 Templeton Avenue. (TSR 16/59)
2. Install 6-ft. red zone in front of the fire hydrant at 531-599 Carter Street. (TSR 16/60)

Background

On March 10, 2016, the City's Traffic Safety Committee met and reviewed various requests for traffic improvements, signage and pavement markings, and recommended to the City Manager amending the aforementioned traffic regulations.

Discussion

The amendments to the traffic regulations are recommended for the following reasons:

1. A resident requested a red zone at the end of the cul-de-sac of Evergreen Avenue. The red zone is needed to prevent vehicles from blocking the alley behind Templeton Avenue.
2. Public Works received a request to install a red zone in front of the fire hydrant at 531-599 Carter Street. The red zone is needed for fire access as the fire hydrant is located mid-block.

Fiscal Impact

Funding is available for the proposed signs and/or markings in the Street Maintenance operating budget 01-314-330-4241 for the current Fiscal Year 2016-2017.

Summary/Conclusion

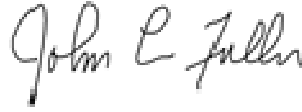
Recommend the City Council amend the aforementioned traffic regulations.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,

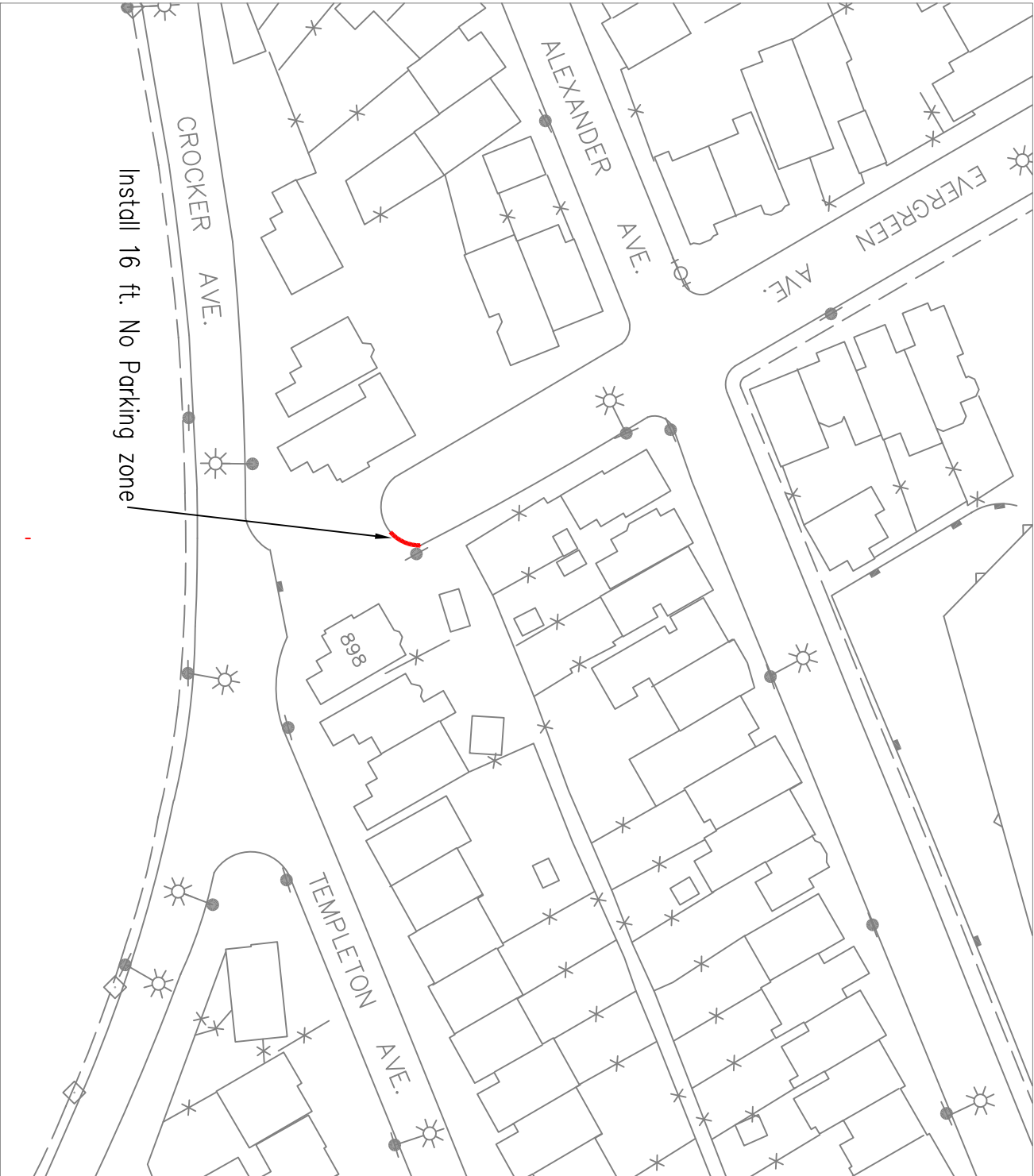


Shirley Chan
Traffic Engineer



John L. Fuller
Director of Public Works

Attachment: Traffic Improvements Location Maps



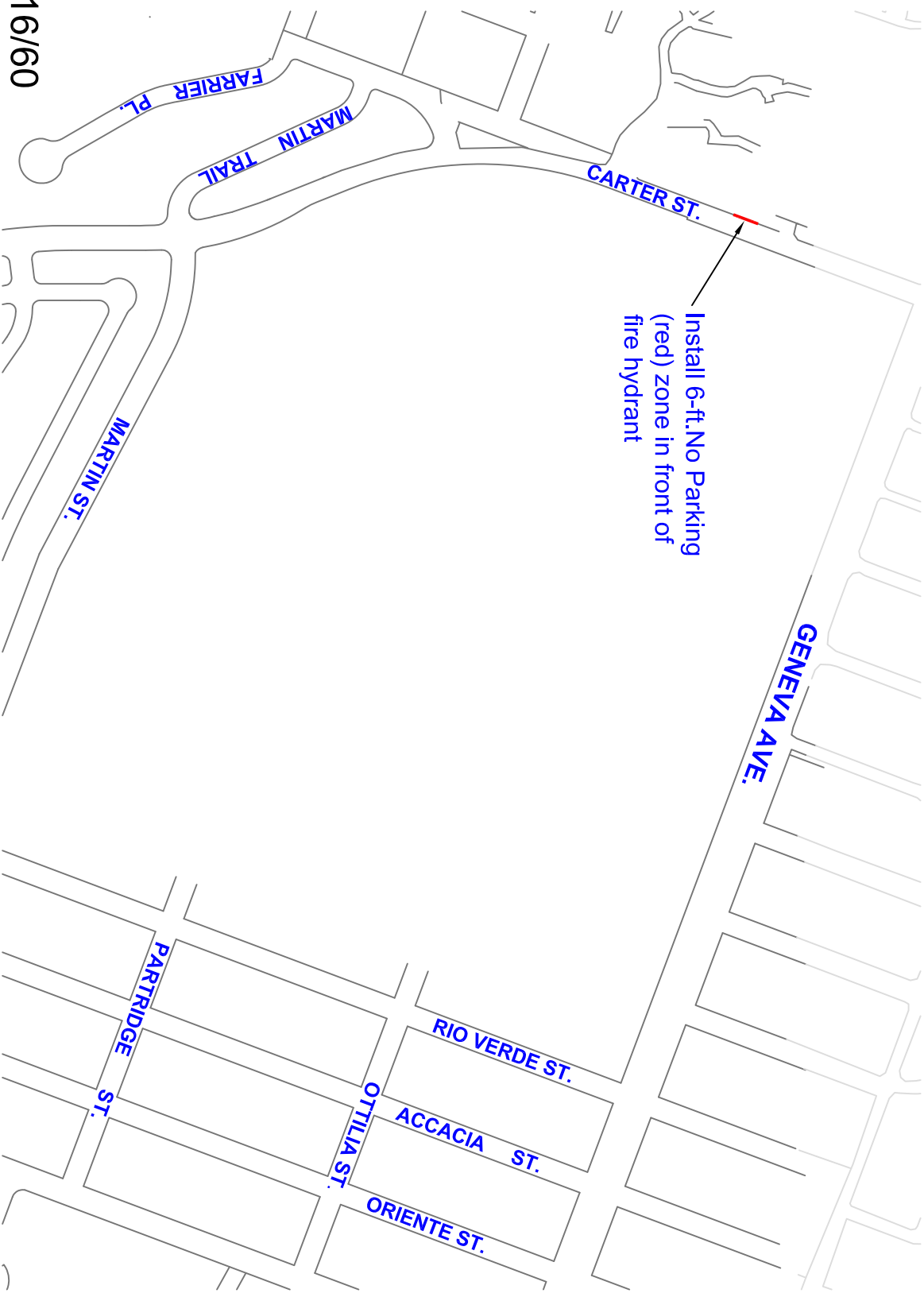
TSR 16/59

N.T.S

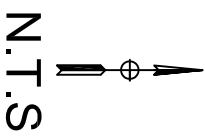
THE CITY OF DALY CITY
DEPARTMENT OF PUBLIC WORKS

TRAFFIC IMPROVEMENTS
Evergreen Avenue

DRAWN	SCY	DATE	04/16	APPROVED	CITY ENGINEER
CHECKED	JLF	SCALE	N.T.S	SHEET NO.	1 OF 1
DESIGNED	SCY	DRAWN BY		TSR	16-59
				REVISION	
				REV.	



TSR 16/60



THE CITY OF DALY CITY
CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

TRAFFIC IMPROVEMENTS
Carter Street

DRAWN	SCY	DATE	04/16	APPROVED	CITY ENGINEER
CHECKED	JLF	DATE	NTS		
DESIGNED	SCY	SHEET NO.	1 OF 1	TSR 16-60	REV.



City Council Agenda Report

Item # _____

Meeting Date: April 11, 2016

Subject: Accept and Appropriate \$2,019,000 in Active Transportation Program Cycle 2 Grant Funds for the Central Corridor Bicycle and Pedestrian Improvements

Recommended Action

Staff recommends the City Council accept the Active Transportation Program (ATP) Cycle 2 grant in the amount of \$2,019,000, appropriate the grant funds, and authorize the City Manager, or her designee, to execute the Funding Agreement for the grant from the California Department of Transportation (Caltrans) for the Central Corridor Bicycle and Pedestrian Improvements project. Staff also recommends that the City Council appropriate AB1600 Transportation funds to cover the City's required local match.

Background

In September 2013, the Governor signed Senate Bill 99 (Chapter 359, Statutes 2013) and Assembly Bill 101 (Chapter 254, Statutes 2013) into law, creating the Active Transportation Program (ATP). The ATP consolidates a number of funding sources intended to promote active transportation into one program.

State and federal law segregate ATP funds into three main components, with funding distributed as follows:

- 50% to the state for a statewide competitive program,
- 10% to the small urban and rural area competitive program to be managed by the state, and
- 40% to the large urbanized area competitive program, with funding distributed by population and managed by the Metropolitan Planning Organization (MPO) – also known as the Regional Competitive ATP.

In May 2015, the City Council authorized staff to submit an application for ATP Cycle 2 grant funds for the Central Corridor Bicycle and Pedestrian Improvements project (see attached Resolution No. 15-74). The City's application requested \$2,019,000 in grant funds, with a proposed \$103,000 local match. A local match was not required but applications with local match contributions receive higher scores, increasing the likelihood of a project being selected for grant funding. Public Works staff also leveraged \$154,000 in Transportation Development Act (TDA) Article 3 grant funds previously awarded by the City/County Association of Governments of San Mateo County (C/CAG) for bicycle and pedestrian improvements along the Eastmoor Ave. portion of the larger Central Corridor Bicycle and Pedestrian Improvements project limits.

The City was selected for grant funding from the statewide competitive program for the full request amount of \$2,019,000.

Hae Won Ritchie, Senior Civil Engineer, and Shirley Chan, Traffic Engineer, have done a commendable job of successfully obtaining grant awards. This ATP grant application had a very

**Accept and Appropriate \$2,019,000 in Active Transportation (ATP) Cycle 2 Grant
Funds for the Central Corridor Bicycle and Pedestrian Improvements
Meeting Date: April 11, 2016
Page 2**

short time response from the “call for projects” to the “grant application submittal date.” With Staff’s combined effort with a consultant and their understanding of the grant application needs, and staff’s understanding of the complexities and nuances of the City’s needs, their efforts resulted in a successful \$2,019,000 grant award.

Discussion

The Central Corridor Bicycle and Pedestrian Improvements project will install bicycle routes or lanes and upgrade pedestrian facilities on Junipero Serra Boulevard from John Daly Boulevard to the City limit with the Town of Colma near D Street and on Eastmoor, San Pedro Road, East Market Street, and Guadalupe Canyon Parkway within the limits of Daly City (see attached project location map). The bicycle routes and lanes are consistent with the City’s Bicycle Master Plan in the adopted General Plan.

Upgrades to pedestrian facilities will include the installation of bulb outs and curb access ramps meeting current American with Disability Act standards and the implementation of pedestrian visibility improvements at heavily trafficked intersections such as Junipero Serra Boulevard and John Daly Boulevard.

The Central Corridor Bicycle and Pedestrian Improvements project will install approximately 1,050 linear feet of curb, gutter and sidewalk along Mission Street between San Pedro Road and A Street where no sidewalk currently exists. Approximately 680 linear feet of the new curb, gutter and sidewalk is within City right-of-way. The remaining 370 linear feet is within unincorporated San Mateo County. Daly City Public Works staff has informed San Mateo County Public Works staff about the grant award and will execute an interagency agreement following City Council acceptance of the grant.

Fiscal Impact

The cost for the project is estimated to be approximately \$2,300,000 including design, construction, and construction management. The City has been awarded a grant of \$2,019,000. The City’s local match requirement for project implementation is \$103,000. The local matching funds are available in the City’s AB1600 Transportation fund balance and will be appropriated to the project account when established following City Council action. The TDA grant in the amount of \$154,000 will also be appropriated to the project account.

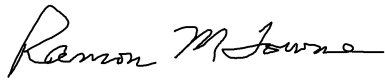
Summary/Conclusion

Recommend that the City Council accept the \$2,019,000 in ATP Cycle 2 grant funding, appropriate the grant funds and the AB1600 Transportation funds for the City’s required local match, and authorize the City Manager, or her designee, to execute the Funding Agreement for the grant with Caltrans for the Central Corridor Bicycle and Pedestrian Improvements project.

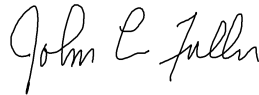
**Accept and Appropriate \$2,019,000 in Active Transportation (ATP) Cycle 2 Grant
Funds for the Central Corridor Bicycle and Pedestrian Improvements
Meeting Date: April 11, 2016
Page 3**

Staff is available to provide any additional information desired by the Mayor or City Council Members.

Respectfully submitted,



Ramon M. Towne
Acting City Engineer



John L. Fuller
Director of Public Works

Attachments:

1. Resolution No. 15-74
2. Project Location Map

RESOLUTION NO. 15-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE CALIFORNIA
DEPARTMENT OF TRANSPORTATION (CALTRANS) AND THE METROPOLITAN
TRANSPORTATION COMMISSION (MTC) FOR THE CYCLE 2 ACTIVE
TRANSPORTATION PROGRAM GRANT FUNDING FOR DALY CITY

(Central Corridor Bicycle and Pedestrian Improvements Project)

A. Statewide Cycle 2 applications are due to Caltrans and Regional Cycle 2 applications are due to MTC on June 1, 2015. Applications will be independently assessed by Caltrans and MTC review committees respectively. Approximately \$180 million is available in the statewide funding and \$150 million is available in the Regional funding.

B. *Central Corridor Bicycle and Pedestrian Improvements Project* includes:

1. Installation of bicycle routes and upgrade pedestrian facilities on Junipero Serra Boulevard from John Daly Boulevard to the City limit with the Town of Colma near D Street and on San Pedro Road, East Market Street, and Guadalupe Canyon Parkway within the limits of Daly City.

2. Bicycle routes that are consistent with the City's Bicycle Master Plan in the adopted General Plan. Upgrades to pedestrian facilities will include the installation of curb access ramps meeting current American with Disability Act standards and the implementation of pedestrian visibility improvements at heavily trafficked intersections such as Junipero Serra Boulevard and John Daly Boulevard.

3. Installation of approximately 680 ln. ft. new curb, gutter and sidewalk, of the approximately 1,050 ln. ft. of missing curb, gutter and sidewalk along Mission Street between San Pedro Road and A Street where no sidewalk currently exists. The remaining 370 ln. ft. of this gap between Daly City and Colma is still within the unincorporated County. Public Works staff is currently in discussions with County Public Works staff about partnering with Daly City to close this gap and improve pedestrian access on Mission St.

C. Staff requests authorization for the submittal of application to Caltrans and MTC for the Cycle 2 Active Transportation Program for the *Central Corridor Bicycle and Pedestrian Improvements Project*.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that it does hereby authorize submittal of a grant application to State of California Department of Transportation (Caltrans) and the Metropolitan Transportation Commission (MTC) for the *Central Corridor Bicycle and Pedestrian Improvements Project*; and

BE IT FURTHER RESOLVED that the City Manager or her designated representative is empowered to execute and cause to be filed any and all applications, supporting documents or amendments required to execute Cycle 2 Active Transportation Program grant funding for the *Central Corridor Bicycle and Pedestrian Improvements Project* and to affirm availability of any required local matching funds.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE CALIFORNIA
DEPARTMENT OF TRANSPORTATION (CALTRANS) AND THE METROPOLITAN
TRANSPORTATION COMMISSION (MTC) FOR THE CYCLE 2 ACTIVE
TRANSPORTATION PROGRAM GRANT FUNDING FOR DALY CITY

(Central Corridor Bicycle and Pedestrian Improvements Project)

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City,
California, at a special meeting thereof held on the 26th day of May, 2015, by the following vote of the
members thereof:

AYES, and in favor thereof, Councilmembers: Canepa. Christensen. Guingona

Torres. Buenaventura

NOES, Councilmembers: None

Absent, Councilmembers: None



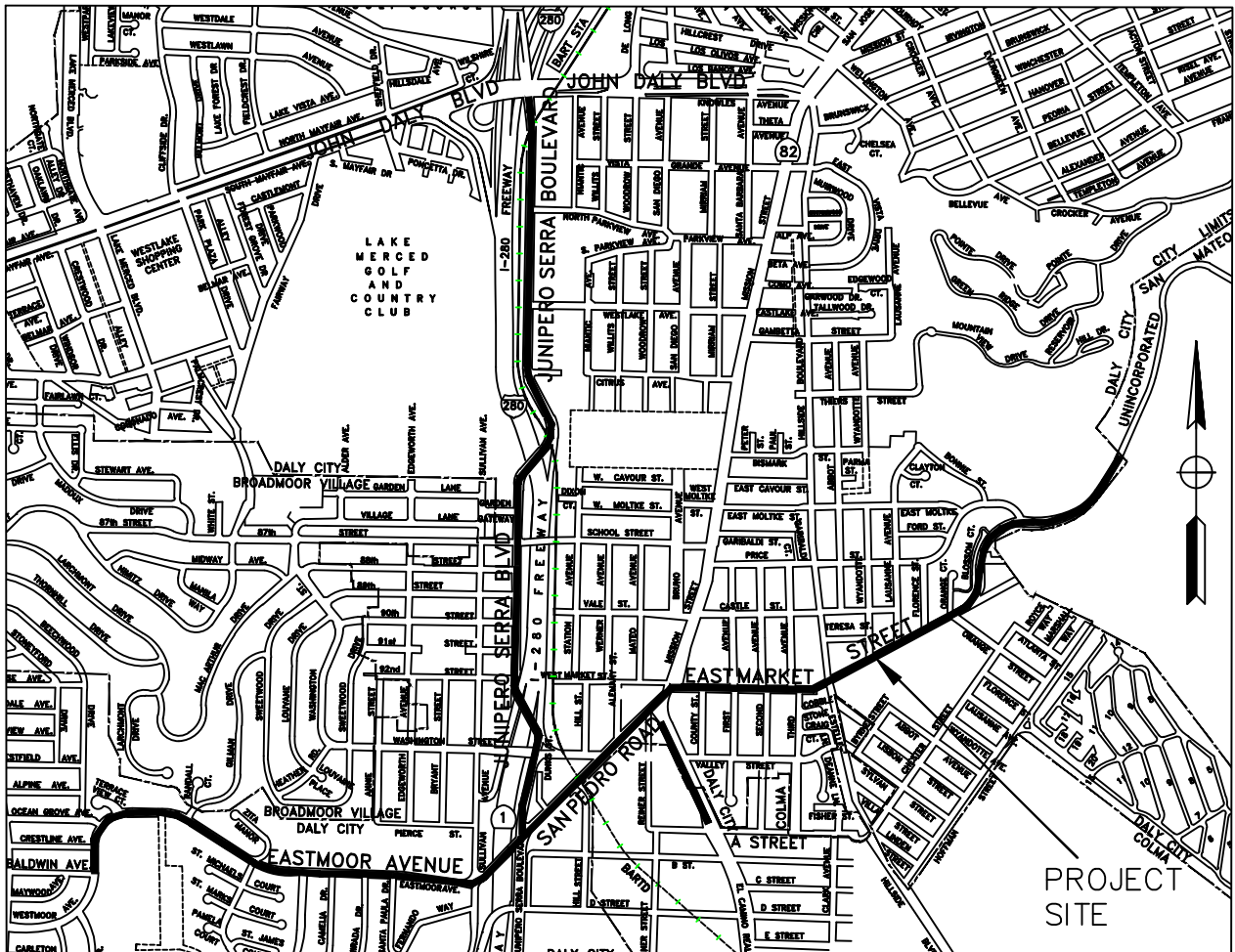
CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

RAYMOND A. BUENAVENTURA
MAYOR OF THE CITY OF DALY CITY

CITY OF DALY CITY
SAN MATEO COUNTY, CALIFORNIA

PROJECT LOCATION MAP FOR
**CENTRAL CORRIDOR BIKE/PED SAFETY
IMPROVEMENTS**





City Council Meeting Agenda Report

Item # _____

Meeting Date: April 11, 2016

Subject: Reassignment of Lease Agreement for Imagination Station

Recommended Action

Adopt a Resolution executing a Lease Agreement Building Kidz for the use of 280 92nd Street and authorizing the City Manager, or her designee to execute said agreement.

Background

Hoover Children's Center has operated the City's Imagination Station Child Care Center since September 2000. The current lease was set to expire on September 30, 2020 with an option to extend for five years. The current business owners have opted to sell their business to Building Kidz and are requesting to have the lease transferred.

Discussion

The proposed Lease Agreement with Building Kidz would be from May 1, 2016 through April 30, 2019. The monthly rent for the premises for the first seven months begins at \$2,300 per month. After the first seven months the rent will increase to \$4,666.67 per month through 36 months. There is an option to extend the lease an additional three years and then another four years with rental increases equivalent of the applicable Consumer Price Index (CPI) for each extension.

Summary/Conclusion

Staff is available to provide any additional information desired by the Mayor or Council members.

Respectfully submitted,

Tatum Mothershead

Director, Economic and Community Development

Attachment: Draft Lease

**CITY OF DALY CITY
CHILD CARE CENTER
280 - 92ND STREET, DALY CITY, CA
LEASE ASSIGNMENT**

WHEREAS, the CITY OF DALY CITY, a municipal corporation, hereinafter called "City", and the PENINSULA CHILDCARE, INC., DBA HOOVER CHILDREN'S CENTER, hereinafter called "HCC", entered into a LEASE AGREEMENT, dated September 23, 2015; and

WHEREAS, pursuant to the LEASE AGREEMENT, HCC shall maintain a high quality, full-service child care center (the "Center") for children two months through six year olds in compliance with all applicable local, state, and federal law; and

WHEREAS, pursuant to the LEASE AGREEMENT, assignment or sublease of Premises is subject to approval by the CITY, but will not be unreasonably denied; and

WHEREAS, on November 13, 2015, HCC submitted a formal request for approval of assignment of LEASE AGREEMENT to BUILDING KIDZ OF DALY CITY AND SAN BRUNO, hereinafter called "Building Kidz"; and

WHEREAS, the CITY has formally approved assignment of LEASE AGREEMENT from HCC to Building Kidz, subject to the terms and conditions set forth below; and

WHEREAS, all terms of the original LEASE AGREEMENT dated September 23, 2015 and attached EXHIBIT "A" that are not specifically modified by this LEASE ASSIGNMENT shall remain in full force and effect during the term of the LEASE AGREEMENT and LEASE ASSIGNMENT("Lease").

NOW, THEREFORE, the Parties agree as follows:

TERMS OF LEASE

This Lease shall be for a term of three (3) years commencing on May 1st, 2016 (or Close of Escrow whichever occurs earlier), and ending on April 30th, 2019, unless sooner terminated. The tenant may exercise an option to extend for a term of 3 years, ending April 30th, 2022 and then for an additional 4 years, ending February 28, 2026 provided written notice is given by Tenant to Landlord on or by December 1 preceding the end of the lease date. The first extension may be denied by City if Building Kidz is in default of any of the provisions of the Lease and the default has not been cured after being given notice.

MONTHLY RENT

Tenant agrees to pay the City, as fixed minimum rent for premises as follows:

Months 1- 7 of the lease period: \$2,300 per month

Months 7-36 of the lease period: \$4,666.67 per month (Annual rent of \$56,000.00)

Should Tenant exercise option to extend, rent for the premises shall be as follows:

Months 36-72 of the lease period: Applicable Consumer Price Index (CPI) Increment over the previous year's monthly rent, the adjustment to be made on the anniversary of the commencement of the Lease. The adjustment not to exceed 3%.

Months 73-120 of the Lease period: Applicable Consumer Price Index (CPI) Increment over the previous year's monthly rent, the adjustment to be made on the anniversary of the commencement of the Lease. The adjustment not to exceed 3%.

Rent for any period during the term hereof, which is for less than one (1) month shall be a prorated portion of the monthly installment herein on a per diem basis, based upon a thirty- (30) day month.

Said rental shall be paid to City at:

City of Daly City
Department of Finance
333 – 90th Street
Daly City, CA 94015

or to such other person or at such other place as City may from time to time designate in writing.

RIGHT TO ASSIGN OR SUBLEASE

Assignment or sublease Premises is subject to approval by the City, but will not be unreasonably denied. Upon Assignment or sublease of the Premises the rents will be modified as follows:

Months 1-12 of the lease period: \$2,300 per month

Months 13-24 of the Lease period: \$4,666.67 per month

Months 25-60 of the Lease period and the option period, months 61-120:

Applicable Consumer Price Index (CPI) Increment over the previous year's monthly rent, the adjustment to be made on the anniversary of the commencement of the Lease. The adjustment not to exceed 3%.

FAMILY SURVEYS

Building Kidz shall perform annual surveys of the families using childcare services at the facility. The survey questions shall be reviewed by the City Manager prior to administering the survey. If surveys reveal that greater than 40% of families rate the overall care of their children as unsatisfactory, City Manager will review the areas of concern with Building Kidz. Building Kidz will address the concerns with the City Manager and create and implement a plan of action to resolve the concerns, at the approval of the City Manager. Three consecutive annual surveys that do not meet this criteria will be considered a default subject to termination of the Lease

UNMODIFIED TERMS

All terms and conditions set forth the in the LEASE AGREEMENT, dated September 23, 2015 between the CITY and HCC, including Exhibit "A" TERMS, CONVENANTS AND CONDITIONS shall remain in full force and effect and by executin of this LEASE ASSIGNMENT Building Kidz hereby accepts all terms and conditions of said LEASE AGREEMENT and EXHIBIT "A".

EXECUTED on April ___, 2016.

CITY OF DALY CITY ("CITY")

Patricia E. Martel, City Manager

BUILDING KIDZ OF DALY CITY
AND SAN BRUNO, INC. ("TENANT")

Mercedes Bernard, [TITLE]

Ana Galdamez, [TITLE]

EXHIBIT "A"
TERMS, COVENANTS AND CONDITIONS

RECITALS

1. The City has built a child care center at 280 – 92nd Street, Daly City, California, for use by City employees, and subsequently entered into a five year agreement with Hoover Childcare ("HCC") for child care services at that center.
2. The initial agreement term was September 1, 2000 through August 31, 2005, and was thereafter extended to August 31, 2010 and then two additional extensions were granted for the period ending September 20, 2025.
3. The City continues to desire the services of a child care contractor to maintain a program and operate the child care center.
4. Owners of Building Kidz have ownership in 3 childcare centers in the Bay Area and have provided childcare services since 2003.
5. Building Kidz is willing to provide child care services for the City of Daly City in accordance with the terms and conditions of this Agreement for a renewed three year term.

THEREFORE, THE CITY AND HCC AGREE as follows:

I. Child Care Services

- A. Building Kidz shall maintain a high quality, full-service child care center (the "Center") for children two months through Six year olds in compliance with all applicable local, state, and federal law.
- B. The Center will be open Monday through Friday from 7:00 a.m. to 6:00 p.m. The Center will follow the yearly holiday calendar for the employees of City. The Center may be closed up to two days annually for staff in-service training, with adequate advance notice provided to families enrolled at the Center. Center may be closed during the Christmas to New Year period.
- C. Building Kidz will operate the Center in compliance with state licensing requirements at all times except that Building Kidz shall not be responsible for compliance of the structural and physical condition of the Center with state licensing requirements.
- D. Building Kidz will collect tuition fees for the children who are enrolled at the Center. Tuition may be set to market rates and may be modified annually with 60 day notice to the families affected by the increase
- E. Building Kidz shall be responsible for recruiting, interviewing, training and employing personnel to staff the Center. All Building Kidz employees at the Center

will meet all necessary certification requirements established by the California State Department of Social Services.

- F. Building Kidz shall provide children over twenty-four months of age with nutritious morning and afternoon snacks; provided, however, that parents shall have the option to provide the snacks for their children. Parents are to provide all other meals for their children.
- G. Parents are to provide their children's diapers (cloth or disposable), ointment, wipes and related supplies.
- H. Building Kidz shall be responsible for and provide cleaning and janitorial services, including but not limited to daily cleaning of restrooms, fixtures, waste and diaper receptacles, floors, and periodic carpet extraction and strip/wax/buff of main hallway tile floors, and annual window washing. City shall be responsible for landscape maintenance at the Center. The City will pay the cost of utilities and security system for the Center. Internet and telephone service and usage will be contracted for and paid by Building Kidz at their discretion.
- I. Building Kidz shall communicate regularly with all families enrolled in the Center about general center activities and specifically about the development and progress of each child.
- J. Building Kidz will operate the Center in accordance with the Philosophy Statement, detailed in Exhibit B, at all times.
- K. Building Kidz shall use the Center exclusively for child care and child-related activities and shall not use the Center for any other purpose without the prior consent of the City.
- L. Building Kidz shall not make any alterations, additions or improvements to the Center or any part thereof, without the written consent of City.
- M. Building Kidz will ensure that any and all materials provided by the City, including but not limited to all furniture and fixtures as well as the building itself, will be maintained in the same condition as they are provided by the City, excepting normal wear and tear.
- N. Building Kidz shall enforce a no smoking policy that forbids the use of all smoking materials within the Center in compliance with applicable law.
- O. Building Kidz shall provide on-going staff development and training.
- P. Building Kidz shall perform annual surveys of the families using childcare services at the facility. The survey questions shall be reviewed by the City Manager prior to administering the survey. If surveys reveal that greater than 40% of families rate the

overall care of their children as unsatisfactory, City Manager will review the areas of concern with Building Kidz. Building Kidz will address the concerns with the City Manager and create and implement a plan of action to resolve the concerns at the approval of the City Manager. Three consecutive annual surveys that do not meet this criteria will be considered a default of the lease, subject to the termination of the Lease

II. City Responsibilities

- A. City at its sole cost and expense will provide the building located at 280 - 92nd Street in Daly City to be used as a state licensed infant/preschool child care center. The City will be responsible for the structural and physical condition of the center and will hold Building Kidz harmless from damage or destruction of the building or facilities.
- B. City at its sole cost and expense will provide age appropriate fixtures, furniture, outside play structures, toys, materials and supplies. Building Kidz will be responsible for replacement due to age, breakdown or deterioration.
- C. City will ensure the Center has complete outdoor yards, including appropriate surfacing, that are fenced and meet the licensing requirements of the California State Department of Social Services.
- D. City will provide ongoing building maintenance including painting of the facilities, garbage removal, repair and replacement of permanent fixtures.
- E. The City will underwrite the operating cost of the Center by providing a facility at a below market rental rate as described in the Lease, utilities and facilities maintenance services. Provision of such services will reduce Building Kidz's operational costs for the Center in order to offer City employees below market tuition rates.
- F. Building Kidz will reserve ten (10) discounted spots at the Center for City of Daly City employees' children. City employees must submit their applications in advance of desired starting dates and the age group involved to reserve a spot. Every effort will be made to accommodate City employees' starting date.
- G. Building Kidz shall maintain a waitlist of City employee's children and when vacancy occurs, give them priority.
- H. Building Kidz will give all City employees' children a \$100 discount off the then current monthly tuition for the respective category (preschool, infant, etc.)

III. Relationship of Parties

It is expressly understood that this is an agreement between the City and an independent contractor for professional services and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement.

IV. Nondiscrimination

- A. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or nonaffiliation, sex, sexual orientation, marital status, age, disability, medical condition, political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- B. Building Kidz shall maintain compliance with section 504 of the Rehabilitation Act of 1973, and shall be prepared to submit a self-evaluation and compliance plan to City upon request.

V. Entry by City

City shall have the right to enter and inspect the Center at any time. City shall give Building Kidz reasonable advance notice of such inspection when feasible. City shall have and retain a key for the purpose of making all such inspections. This right to enter the Center without notice does not extend to the right to inspect and review Building Kidz records.

VI. Fingerprinting

Building Kidz agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Building Kidz's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at Building Kidz's sole expense.

VII. Compliance with Applicable Laws

- A. All services to be performed by Building Kidz pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances and regulations, including but not limited to appropriate licensure and certification regulations.
- B. Building Kidz shall conform with all National Labor Relations Board statutes, rules and regulations.

Acknowledged:

_____, Building Kidz

_____, City of Daly City

EXHIBIT B
CITY OF DALY CITY CHILD CARE CENTER
PHILOSOPHY STATEMENT

The City of Daly City Employee Child Care Center encourages the emotional, intellectual physical and social growth of young children. The design of the facility, the basis of the curriculum and the selection of Hoover Children's Centers as the operator are all guided by the following:

Hoover Children's Center forms a partnership with parent(s) to provide their child with the same degree of love, care and nurturing which they would provide at home.

The Center is dedicated to providing the environment for each child to develop and grow, through play, physically, emotionally, socially, and intellectually. With developmentally appropriate materials, and the guidance of talented teachers educated in early childhood development, children are given the opportunity to explore, discover, and learn about the world around them.

The overriding goals of the Center is to help children develop a positive self-image and to feel good about themselves as individuals. A positive sense of themselves will make a difference throughout their lives.

**EXHIBIT “A”
TERMS, COVENANTS AND CONDITIONS**

RECITALS

1. The City has built a child care center at 280 – 92nd Street, Daly City, California, for use by City employees, and subsequently entered into a five year agreement with Hoover Childcare (“HCC”) for child care services at that center.
2. The initial agreement term was September 1, 2000 through August 31, 2005, and was thereafter extended to August 31, 2010 and then two additional extensions were granted for the period ending September 20, 2025.
3. The City continues to desire the services of a child care contractor to maintain a program and operate the child care center.
4. Owners of Building Kidz have ownership in 3 childcare centers in the Bay Area and have provided childcare services since 2003.
5. Building Kidz is willing to provide child care services for the City of Daly City in accordance with the terms and conditions of this Agreement for a renewed three year term.

THEREFORE, THE CITY AND Building Kidz AGREE as follows:

I. Child Care Services

- A. Building Kidz shall maintain a high quality, full-service child care center (the "Center") for children two months through Six year olds in compliance with all applicable local, state, and federal law.
- B. The Center will be open Monday through Friday from 7:00 a.m. to 6:00 p.m. The Center will follow the yearly holiday calendar for the employees of City. The Center may be closed up to two days annually for staff in-service training, with adequate advance notice provided to families enrolled at the Center. Center may be closed during the Christmas to New Year period.
- C. Building Kidz will operate the Center in compliance with state licensing requirements at all times except that Building Kidz shall not be responsible for compliance of the structural and physical condition of the Center with state licensing requirements.
- D. Building Kidz will collect tuition fees for the children who are enrolled at the Center. Tuition may be set to market rates and may be modified annually with 60 day notice to the families affected by the increase
- E. Building Kidz shall be responsible for recruiting, interviewing, training and employing personnel to staff the Center. All Building Kidz employees at the Center

will meet all necessary certification requirements established by the California State Department of Social Services.

- F. Building Kidz shall provide children over twenty-four months of age with nutritious morning and afternoon snacks; provided, however, that parents shall have the option to provide the snacks for their children. Parents are to provide all other meals for their children.
- G. Parents are to provide their children's diapers (cloth or disposable), ointment, wipes and related supplies.
- H. Building Kidz shall be responsible for and provide cleaning and janitorial services, including but not limited to daily cleaning of restrooms, fixtures, waste and diaper receptacles, floors, and periodic carpet extraction and strip/wax/buff of main hallway tile floors, and annual window washing. City shall be responsible for landscape maintenance at the Center. The City will pay the cost of utilities and security system for the Center. Internet and telephone service and usage will be contracted for and paid by Building Kidz at their discretion.
- I. Building Kidz shall communicate regularly with all families enrolled in the Center about general center activities and specifically about the development and progress of each child.
- J. Building Kidz will operate the Center in accordance with the Philosophy Statement, detailed in Exhibit B, at all times.
- K. Building Kidz shall use the Center exclusively for child care and child-related activities and shall not use the Center for any other purpose without the prior consent of the City.
- L. Building Kidz shall not make any alterations, additions or improvements to the Center or any part thereof, without the written consent of City.
- M. Building Kidz will ensure that any and all materials provided by the City, including but not limited to all furniture and fixtures as well as the building itself, will be maintained in the same condition as they are provided by the City, excepting normal wear and tear.
- N. Building Kidz shall enforce a no smoking policy that forbids the use of all smoking materials within the Center in compliance with applicable law.
- O. Building Kidz shall provide on-going staff development and training.
- P. Building Kidz shall perform annual surveys of the families using childcare services at the facility. The survey questions shall be reviewed by the City Manager prior to administering the survey. If surveys reveal that greater than 40% of families rate the

overall care of their children as unsatisfactory, City Manager will review the areas of concern with Building Kidz. Building Kidz will address the concerns with the City Manager and create and implement a plan of action to resolve the concerns at the approval of the City Manager. Three consecutive annual surveys that do not meet this criterion will be considered a default of the lease, subject to the termination of the Lease.

II. City Responsibilities

- A. City at its sole cost and expense will provide the building located at 280 - 92nd Street in Daly City to be used as a state licensed infant/preschool child care center. The City will be responsible for the structural and physical condition of the center and will hold Building Kidz harmless from damage or destruction of the building or facilities.
- B. City at its sole cost and expense will provide age appropriate fixtures, furniture, outside play structures, toys, materials and supplies. Building Kidz will be responsible for replacement due to age, breakdown or deterioration.
- C. City will ensure the Center has complete outdoor yards, including appropriate surfacing, that are fenced and meet the licensing requirements of the California State Department of Social Services.
- D. City will provide ongoing building maintenance including painting of the facilities, garbage removal, repair and replacement of permanent fixtures.
- E. The City will underwrite the operating cost of the Center by providing a facility at a below market rental rate as described in the Lease, utilities and facilities maintenance services. Provision of such services will reduce Building Kidz's operational costs for the Center in order to offer City employees below market tuition rates.
- F. Building Kidz shall maintain a waitlist of City employees' children and when a vacancy occurs, give City employees' children priority over non- City Employees' children. City employees must submit their applications in advance of desired starting dates and the age group involved to reserve a spot. Every effort will be made to accommodate City employees' starting date.
- G. Building Kidz will give all City employees' children a \$100 discount off the then current monthly tuition for the respective category (preschool, infant, etc.)

III. Relationship of Parties

It is expressly understood that this is an agreement between the City and an independent contractor for professional services and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement.

IV. Nondiscrimination

- A. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or nonaffiliation, sex, sexual orientation, marital status, age, disability, medical condition, political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- B. Building Kidz shall maintain compliance with section 504 of the Rehabilitation Act of 1973, and shall be prepared to submit a self-evaluation and compliance plan to City upon request.

V. Entry by City

City shall have the right to enter and inspect the Center at any time. City shall give Building Kidz reasonable advance notice of such inspection when feasible. City shall have and retain a key for the purpose of making all such inspections. This right to enter the Center without notice does not extend to the right to inspect and review Building Kidz records.

VI. Fingerprinting

Building Kidz agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Building Kidz's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at Building Kidz's sole expense.

VII. Compliance with Applicable Laws

- A. All services to be performed by Building Kidz pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances and regulations, including but not limited to appropriate licensure and certification regulations.
- B. Building Kidz shall conform with all National Labor Relations Board statutes, rules and regulations.

EXHIBIT B
Imagination Center (run by Building Kidz of Daly City & San Bruno)
PHILOSOPHY STATEMENT

Imagination Center encourages the emotional, intellectual physical and social growth of young children. Building Kidz goals are:

Form a partnership with parent(s) to provide their child with the same degree of love, care and nurturing which they would provide at home.

The Center is dedicated to providing the environment for each child to develop and grow, through play, physically, emotionally, socially, and intellectually. With developmentally appropriate materials, and the guidance of talented teachers educated in early childhood development, children are given the opportunity to explore, discover, and learn about the world around them.

The overriding goals of the Center is to help children develop a positive self-image and to feel good about themselves as individuals. A positive sense of themselves will make a difference throughout their lives.



City Council Agenda Report

Item # _____

Meeting Date: April 11, 2016

Subject: Authorize the City Manager to execute an Interlocal Contract (ILC) under the National Joint Powers Alliance (NJPA) and approve the purchase of one (1) Altec AT41M Articulating Telescopic Aerial Device on a Ford F550 Gasoline Powered Chassis

Recommended Action

Authorize the City Manager, or her designee, to execute an Interlocal Contract (ILC) under the National Joint Powers Alliance (NJPA) Intergovernmental Cooperative Purchase Program and approve the purchase of one (1) Altec Model AT41M on a Ford F550 Gasoline Chassis in the amount of \$156,266.00 through NJPA Cooperative Purchasing Program.

Background

NJPA is a “government to government” procurement service available nationwide. Governmental entities have been procuring products and services through NJPA since 1976. NJPA strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services and providing the customer support service necessary to help its members achieve their purchasing goals. All contracts available to members of NJPA have been awarded by virtue of a 12-Step public competitive procurement process.

All units of local government providing governmental services are eligible to join NJPA. There are various pieces of equipment, products and services that can be purchased through NJPA including products and services that require detailed technical specifications and extensive professional skills to evaluate bid responses. Membership in NJPA allows the City to take advantage of volume purchasing and discounts as well as factory direct pricing.

When participating in NJPA, members make their purchase orders out to and directly pay the vendor or contractor. However, NJPA does act as the purchasing agent on behalf of participating End Users by performing specific services including, but not limited to, conducting research and surveys, developing specifications, soliciting vendor participation, conducting pre- and post-bid conferences, opening bids and proposals, providing contracts administration, evaluating responses and issuing contract numbers for specific base prices.

Currently, over 50,000 cities, counties and special districts nationally are members of NJPA. The City has no obligation to procure equipment through NJPA and may consider other local bids for equipment, products and services in conjunction with considering bids through NJPA.

Discussion

The Public Works Motor Vehicles Division will purchase one (1) Altec Model AT41M Articulating Telescopic Aerial Device with Material Handling mounted on a F550 Gas Chassis for the Streets Lighting and Electrical Division. This new aerial lift truck will replace truck No. 4220, a 1997 Ford with an Altec lift that is past its usable life span and currently in use and needs

replacement. This vehicle is an important capital asset. The Streets Lighting and Electrical Division depends heavily on the performance capabilities of these aerial lift trucks to deliver services to the community and remain compliant with various state and federal regulations. In addition, other Public Works maintenance units personnel have also been trained to use these lift trucks in order to reach elevated work sites within the building and parks maintenance operations. If these services are to continue without interruption, these vehicles need to be maintained in superior operating condition and should be promptly replaced when adequate performance levels can no longer be assured.

Altec Articulating Telescopic Aerial Devices have a history to have a superior lifespan, maintenance cost, and service record to other manufacturers.

NJPA will be used to purchase a new Altec Model AT41M Articulating Telescopic Aerial Device with Material Handling on a F550 Gasoline powered Chassis. The price quotation and specifications have been approved by staff and the vendor has been responsive to the solicitation and questions. A detailed Altec Model AT41M Articulating Telescopic Aerial Device with Material Handling on F550 Gas Chassis Contract pricing worksheet is attached.

Fiscal Impact

Sufficient funding for the purchase of the Altec Model AT41M in the amount \$156,266.00 is available in the Fiscal Year 2015-16 Motor Vehicle Replacement Fund Account 51-315-453-4558. Utilizing the NJPA procurement method will allow the City to realize savings of time and money in obtaining the vehicle.

Summary/Conclusion

Recommend that the City Council authorize the City Manager, or her designee, to execute an Interlocal Contract (ILC) under the National Joint Powers Alliance Intergovernmental Cooperative Purchase Program (NJPA) and approve the purchase of one (1) Altec Model AT41M mounted on a Ford F550 gasoline powered chassis in the amount of \$156,266.00 through NJPA Cooperative Purchasing Program.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Thomas Shiosaka
Motor Vehicles Supervisor



John L. Fuller
Director of Public Works

Attachment:

1. Altec Model AT41M Contract Pricing Worksheet and Specifications

Quoted for: City of Daly City

Customer Contact:

Phone: /Fax: /Email:

Quoted by: Rhawnie Kraak

Phone: (707) 693-2578 / Email: rhawnie.kraak@altec.com

Altec Account Manager: Don Hildebrandt

REFERENCE ALTEC MODEL

AT40M	Articulating Telescopic Aerial Device with Material Handling (Insulated)	\$112,202
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Per NJPA Specifications plus Options below

(A.) NJPA OPTIONS ON CONTRACT (Unit)

1		
2		
3		

(A1.) NJPA OPTIONS ON CONTRACT (General)

1	CH	Cone Holder, Fold Over Post Style	\$236
2	RL	COMPARTMENT LIGHTS in Body Compartments (Rope Style)	\$680
3	PSW/2	PURE SINE WAVE INVERTER 2400 Watts Continuous, GFCI Outlet at Rear.	\$2,525
4	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure (4)	\$792
5	SPOT4	SIX (6) POINT STROBE SYSTEM (Recessed, LED)	\$664
6	FS	FORD SPARE TIRE/WHEEL, Shipped Loose with Vehicle Unless STC Option is Ordered.	\$299
7			
8			

NJPA OPTIONS TOTAL: \$117,397

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	AT41M ILO AT40M, Platform Elevator, Platform Lighting, Strobe Light Bracket Above Rotation, Outtrigger Proximity Switches	\$2,187
2	UNIT & HYDRAULIC ACC	N/A	\$0
3	BODY	Altec Custom Body with Custom Drawer Kits, GripStrut and 30"L Tailshelf	\$8,741
4	BODY & CHASSIS ACC	Cable Step Installed At Rear, Compartment Top Access Step, Wood Outtrigger Pads, Custom Pole Carriers	\$4,363
5	ELECTRICAL	120 Volt Non-GFCI Receptacle, Cab Mounted Light Bar, Directional Light Bar at Rear, Tow (2) Remote Spot Lights - Post Mounted, Custom Remote Spot, 7-Way Trailer Receptacle, Deep Cycle Auxiliary Batteries, Outtrigger Interlock Override Switch, "Outtrigger down" Warning Light, Two Additional Rocker Switches	\$7,017
6	FINISHING	Custom Color Grab Handles & Steps, Custom Reflective Tape, CA Smog Certificate (Gas Chassis)	\$1,260
7	CHASSIS	2017 Ford Gas ILO 2014 Ford Diesel	\$2,858
8	OTHER	Regional Build	\$5,043

OPEN MARKET OPTIONS TOTAL: \$25,753

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$143,150

Doc Fees: \$65

Estimated Sales Tax (9%): \$12,889

Delivery to Customer: \$162

TOTAL FOR UNIT/BODY/CHASSIS: \$156,266

(C.) ADDITIONAL ITEMS (items are not included in total above)

1		
2		
3		
4		

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 330-360 days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: Dixon, CA



Quote Number: 312464 - 2

Altec, Inc.

March 9, 2016
Our 87th Year

Ship To:

CITY OF DALY CITY
1450 N FIRST ST
DIXON, CA 95620
US

Bill To:

CITY OF DALY CITY
CITY HALL
333 90TH STREET
DALY CITY, CA 94015-0000
United States

Attn:
Phone:
Email:

Altec Quotation Number: 312464 - 2
Account Manager: Don Hildebrandt
Technical Sales & Support: Rhawnie Kraak

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	Altec Model AT41M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features:	1	
2.	Pedestal Back of Cab Mount	1	
3.	Steel Reservoir, 15 gallon capacity, triangular, 17" L x 17" W x 24" H, and includes breather caps and dipsticks	1	
4.	Single 1-Man Platform, Fiberglass (Insulated), 24" x 30" x 42", End Mount, 180 Degree Rotation	1	
5.	Platform Mounted Single Handle Controls	1	
6.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1	
7.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
8.	Platform Elevator 24"	1	
9.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
10.	Platform Liner - for one-man fiberglass platform, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV rating (minimum)	1	
11.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools. Tool system relief pressure set at 2,250 psi.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
12.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
13.	Jib Stick, 36" L, non-extension, non certified, grey in color	1	
14.	Platform Lighting for illumination of platform controls	1	
15.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
16.	Outriggers, Primary, Modified A-Frame w/Integrated Subbase, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 113" Spread, Fixed Shoe (AT37M/P/S, AT41M/P/S)	1	
17.	Fall Protection System to include one body harness and decelerating type lanyard. Harness has adjustable slide buckle on shoulder straps, Velcro chest strap, interlocking buckles on leg straps and nylon web loop fall arrest attachment on back. Lanyard has built in shock absorber that allows 28 inches (711 mm) of automatic adjustability	1	
18.	Lifting Eye - lifting eye at outer end of lower boom. Rated at 1,000lbs (454kg) lifting capacity	1	
19.	Winch load line swivel hook	1	
20.	Altec Aerial Device Powder Painted White	1	
21.	Additional Unit Option Install mounting brackets on the outriggers for the proximity switches used for the "outrigger down" light installed in cab.	1	
22.	Additional Unit Option Provide and install a steel strobe light bracket with guard and gusset for Federal Signal Highlighter LED 454301-AA Mini Lightbar.	1	
	a. For installation above rotation at the highest point at the rear of the turret.		
	b. Confirm - No interference with boom		
	c. Unit Plant to provide:		
	1. Federal Signal Highlighter LED 454301-AA Mini Lightbar		
	2. Diffuser		
	3. Extra wires to reach aux. batteries and cab switch		
<u>Unit & Hydraulic Acc.</u>			
23.	HVI-22 Hydraulic Oil (Standard).	25	
24.	Standard Pump For PTO	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
25.	Electric Shifted PTO	1	
26.	Standard PTO/Transmission Functionality for Small Ford and Dodge Chassis	1	
<u>Body</u>			
27.	Altec Body	1	
28.	Steel Body	1	
29.	Low-Side General Service (LGS)	1	
30.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1	
	A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.		
	B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door.		
	C. Heavy-Gauge Welded Steel Frame Construction With Structural Channel Crossmembers And Tread Plate Floor.		
	D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection.		
	E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.		
	F. Steel Treated For Improved Primer Bond And Rust Resistance.		
	G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.		
31.	132" Estimated Body Length (Engineering To Determine Final Length)	1	
32.	94 Inch Body Width	1	
33.	40 Inch Body Compartment Height	1	
34.	20 Inch Body Compartment Depth	1	
35.	Finish Paint Body Altec White (Applies To Steel And Aluminum)	1	
36.	Undercoat Body	1	
37.	5 Inch Drop-In Metal Cargo Retaining Panel At Rear Of Body	1	
38.	Gripstrut On Streetside Compartment Tops	1	
39.	Gripstrut On Curbside Compartment Tops	1	
40.	Rope Lights (LED) Around Top And Sides Of Compartment Door Facings	8	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
41.	Stainless Steel Rotary Paddle Latches With Keyed Locks	8	
42.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
43.	Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors	1	
44.	Chains On All Horizontal Doors	1	
45.	Standard Master Body Locking System (Standard Placement Is At Rear. Sidepacks With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The Front)	8	
46.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel (Rear Of Wheel Or Opposite Fuel Fill)	1	
47.	Hotstick Shelf Extending Full Length Of Body On Curbside	1	
48.	Two Hotstick Brackets On Curbside	1	
49.	Standard Drop-Down Hotstick Door For One (1) Shelf On Curbside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
50.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	2	
51.	1st Vertical (SS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
52.	2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
53.	2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	
54.	2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
55.	Custom 1st Horizontal (SS) Compartmentation Two(2) full width drawers, side by side, installed in bottom of compartment, with removable dividers. ENG REF: SidebySide Drawers.JPG	1	
56.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
57.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	
58.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
59.	1st Vertical (CS) - Inverter Shelf Installed In Compartment at Bottom of Compartment	1	
60.	1st Vertical (CS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
61.	1st Vertical (CS) - 4 Inch High Pull-Out Drawer On Slides, As Wide As Possible, Latched, Modular Dividers (Egg Crate Style On 2 Inch Centers, Removable, And Configurable) a. Three (3) Drawers b. Top portion of compartment	1	
62.	2nd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
63.	2nd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	
64.	2nd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
65.	Custom 1st Horizontal (CS) Compartmentation Two(2) full width drawers, side by side, installed in bottom of compartment, with removable dividers. ENG REF: SidebySide Drawers.JPG	1	
66.	Rear Vertical (CS) - Adjustable Shelf With Removable Dividers On 4 Centers	2	
67.	30" L Steel Tailshelf, Width To Match Body	1	
<u>Body and Chassis Accessories</u>			
68.	ICC (Underride Protection) Bumper Installed At Rear	1	
69.	T-60 Style Pintle Hitch (10,000 LB MGTW with 2,000 LB MVL) Mounted 19 - 21 inches (482 - 533 mm) (based on a 30" (762 mm) frame height) above ground (unloaded).	1	
70.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1	
71.	Install Counterweight As Needed	1	
72.	Cable Step Installed At Rear, Single Step Installed at rear of tailshelf a. One(1) Streetside b. One(1) Curbside	2	
73.	Compartment Top Access Step from Body Floor One(1) installed behind curbside compartment - ENG REF: RearCSCompStep.JPG One(1) installed against curbside cargo wall	2	
74.	Platform Rest, Rigid with Rubber Tube	1	
75.	Boom Rest for a Telescopic Unit	1	
76.	Wood Outrigger Pad, 19.5" x 19.5" x 2.25", With Fluorescent Orange Steel Collar Around The Outer Edges And Chain Handle	2	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
77.	Outrigger Pad Holder, 20" L x 20" W x 5" H, Fits 19.5" x 19.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
78.	Mud Flaps With Altec Logo (Pair)	1	
79.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1	
80.	U-Shaped Grab Handle Installed at rear of tailshelf a. One(1) Streetside b. One(1) Curbside	2	
81.	Slope Indicator Assembly For Machine With Outriggers	1	
82.	Fold Over, Post Style Cone Holder (Holds up to four 15"x15" large cones) Mounted on streetside rear of tailshelf	1	
83.	5 LB Fire Extinguisher With Light Duty Bracket, Shipped Loose	1	
84.	Triangular Reflector Kit, Installed	1	
85.	Vinyl manual pouch for storage of all operator and parts manuals	1	
86.	Additional Body/Chassis Accessory Two(2) Street Light Pole Carriers, "Y" type a. On Top of Body Compartments 1. One (1) Streetside 2. One (1) Curbside b. Front Rack to be constructed of 3"OD Square Tubing 1. Base 10"H 2. Bottom of V-portion to start 5.5" Up the base, angled outward 3. 7"High Flatbar on outer edges, to create 12"Wide support at top of V 4. Lined with two pieces of 2.5"Thick shock absorbing material c. Rear Rack to be V-shaped (no vertical post), with rollers on each side d. Carriers to accomodate poles that are 12" Dia at front,6" Dia at rear d. Ensure pole carriers are mounted low to avoid boom rotation interference ENG REF:PoleFront1.JPG, PoleFront2.JPG & PoleRear.JPG	2	

Electrical Accessories

87.	Compartment Lights Wired To Dash Mounted Master Switch Switch wired only actuated when ignition is turned "ON".	1	
88.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
89.	6-Position Strobe Lighting, Amber LED, Two (2) Oval Lights Mounted in Front Grille, Two (2) Oval Lights Mounted on Body Side Panels and Two (2) Round Lights Mounted at Rear	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
90.	Directional Light Bar, Amber, LED, 34.5" Long Recessed at the rear of the tailshelf	1	
91.	Cab Mounted Light Bar, Amber, LED, With Sixteen (16) 4-LED Modules (4 Corner, 6 Front, And 6 Rear) - 64 LEDs Total, Meets SAE Class 1 And California Title 13 Specifications	1	
92.	Remote Spot Light, LED, Permanent Mount with Dash Mounted Controls a. Post-Mounted b. One (1) Streetside c. One (1) Curbside	2	
93.	Custom Remote Spot/Flood Two (2) Posts - to mount Go-Light #20204 a. One (1) Streetside, Behind Cab, Outward of Pole Rack b. One (1) Curbside, Behind Cab, Outward of Pole Rack	2	
94.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
95.	Altec Backup Camera System, 7" Color LCD Monitor, Heated Infrared Camera with Day/Night Sensor and Audio - Monitor to be installed in place of rearview mirror A. 7" Color LCD Monitor With LED Backlighting And Proximity Indicators B. 2 Inputs With Independent Triggers C. Heated Infrared Camera With Day/Night Sensor And Audio D. Mirror/Normal View E. IP68 Rated F. Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical) G. 20 Meter Cable Assembly	1	
96.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
97.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
98.	7-Way Trailer Receptacle (Blade Type) Installed At Rear	1	
99.	Dash panel rocker switches supplied with Ford Chassis, 4 auxiliary switches supplied in up fitting package from Ford	1	
100.	2400 Watt Pure-Sine Wave Inverter - Installed in Curbside 1st Vertical a. On Shelf b. At bottom of compartment	1	
101.	Deep Cycle Auxiliary Battery For Vented Applications (Group 31) - Installed in Curbside 2nd Vertical	2	
102.	120 Volt GFCI Receptacle Includes Weather-resistant Enclosure a. Two(2) installed on front of the body 1. One(1) Curbside	4	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	2. One(1) Streetside b. Two(2) installed at rear of tailshelf 1. One(1) Curbside 2. One(1) Streetside		
103.	120 Volt Non-GFCI Receptacle Includes Weather-resistant Enclosure Need Location	1	
104.	GFCI Receptacle Hardwired To Protect Additional Non-GFCI Duplex Receptacles.	1	
105.	Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)	1	
106.	Install secondary stowage system.	1	
107.	Install Remote Start/Stop system in Final Assembly.	1	
108.	Install Outrigger Interlock System	1	
109.	Additional Electrical Accessory Outrigger Interlock Override Switch, Customer Requested a. Controlled by key b. Installed in cab, on dash ENG REF: OutriggerInterlock.JPG	1	
110.	Additional Electrical Accessory "Outrigger down" warning light installed on dash	1	
111.	Additional Electrical Accessory - To be two extra rocker switches for customer use after delivery.	1	
<u>Finishing Details</u>			
112.	Powder Coat Unit Altec White	1	
113.	Finish Paint Body Accessories Custom Color (Specify Color Code) Grab Handles and Steps to be Safety Orange	1	
114.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
115.	Apply Non-Skid Coating to all walking surfaces	1	
116.	Apply Reflective Tape Orange and Whit, Diagonal Striping a. Rear of Truck 1. Square - Streetside, Rear of Body	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	1. Square - Curbside, Rear of Body 1. Horizontal Strip - Just above Safety Chain D-Rings ENG REF: PGandE_ReflectiveTape.JPG		
117.	English Safety And Instructional Decals	1	
118.	Vehicle Height Placard - Installed In Cab	1	
119.	Placard, HVI-22 Hydraulic Oil	1	
120.	Dielectric test unit according to ANSI requirements.	1	
121.	Stability test unit according to ANSI requirements.	1	
122.	Non-Focus Factory Build	1	
123.	Delivery Of Completed Unit	1	
124.	Inbound Freight	1	
125.	Additional Finishing Detail Electrical and Hydraulic diagrams placed in cab prior to delivery	1	
126.	Additional Finishing Detail CA Smog Certification	1	
127.	Installation - AT41M	1	
<u>Chassis</u>			
128.	Chassis	1	
129.	Altec Supplied Chassis	1	
130.	2017 Model Year	1	
131.	Ford F550	1	
132.	4x2	1	
133.	84 Clear CA (Round To Next Whole Number)	1	
134.	Regular Cab	1	
135.	Chassis Cab	1	
136.	Chassis Color - White	1	
137.	Chassis Wheelbase Length - 165 inch	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
138.	Ford Gas 6.8L	1	
139.	325 HP Engine Rating	1	
140.	Ford Torqshift 5 Speed Automatic Transmission (w/PTO Provision)	1	
141.	GVWR 19,500 LBS	1	
142.	7,000 LBS Front GAWR	1	
143.	13,660 LBS Rear GAWR	1	
144.	225/70R19.5 Front Tire	1	
145.	225/70R19.5 Rear Tire (Traction)	1	
146.	Hydraulic Brakes	1	
147.	Park Brake In Rear Wheels	1	
148.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
149.	No Idle Engine Shut-Down Required	1	
150.	Ford 40 Gallon Fuel Tank (Rear)	1	
151.	Air Conditioning	1	
152.	AM/FM Radio	1	
153.	Spare Tire And wheel, shipped loose in cargo area	1	
154.	Other Interior Cab Options Cigarette plug and additional power outlet	1	
155.	Running Boards (Supplied By Chassis OEM)	1	
156.	Vinyl Full Bench Seat Gray Color	1	
157.	Additional Chassis Option Set of Shop Manuals	1	

Additional Pricing

158.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
159.	Documentation Fees	1	

Unit / Body / Chassis Total	143,150.00
Doc Fees	65.00
Delivery to Customer	162.00
Total	143,377.00

Altec Industries, Inc.

BY _____

Rhawnie Kraak

Notes:

- 1 Altec Standard Warranty:
- One (1) year parts warranty.
- One (1) year labor warranty.
- Ninety (90) days warranty for travel charges.
- Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.
- Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.
- Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts
- Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards
- 2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:
- Outrigger pads (When Applicable)
Fall Protection System

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Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quotation developed for you. These options must be listed as individual options in the body of the quotation for them to be supplied by Altec.

- 3 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.
- 4 F.O.B. - Customer Site
- 5 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.
- 6 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.
- 7 Interest charge of 1/2% per month to be added for late payment.
- 8 Delivery: days after receipt of order PROVIDING:
A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
B. Chassis is received a minimum of sixty (60) days before scheduled delivery.
C. Customer approval drawings are returned by requested date.
D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

- 9 Trade-in offer is contingent upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but not limited to tires, lights, brakes, glass, etc. If a trade-in is not maintained to DOT standards, additional transportation expenses will apply and could be invoiced separately.

All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with the vehicle unless otherwise agreed upon in writing by both parties. Altec Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time Altec Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order.

Titles for trade-in equipment should be given to the appropriate Altec Sales associate or forwarded to Altec Nueco at address 1730 Vanderbilt Road, Birmingham, AL 35234.

-
- 10 This quotation is valid until APR 23, 2016. After this date, please contact Altec Industries, Inc. for a possible extension.
- 11 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 12 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.
- 13 Please direct all questions to Don Hildebrandt at (707) 678-0800



Cooperative Purchasing

12-Step Procurement Process

About Us

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Become a Member

Become a Vendor

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What Can NJPA Do For You

Procurement Plaza

12-Step Procurement Process

It is the desire of NJPA to meet our members' procurement requirements, but it is ultimately our members' responsibility to interpret local purchasing laws to determine their own ability to access and participate with NJPA contracts. Our request for proposal (RFP) process is continuously being refined to meet the changing needs of our members. The desired result is a national, competitively solicited procurement and contract process that is not only valued by members but meets or exceeds local requirements—offering exceptional products and services from nationally acclaimed vendors.

1) IDENTIFYING MEMBER NEEDS

NJPA pursues member participation and conducts research through our member advisory committees, which are represented by various verticals, at numerous national trade shows, and through daily member interaction.

2) RESEARCH SOLUTIONS AVAILABLE IN THE MARKETPLACE

Constant research helps us develop the best approach for each offering. Some industries lend themselves to a manufacturer's response because that manufacturer provides a complete industry solution through their authorized dealers. Other industries lend themselves to a distributor response because they are able to provide the most complete industry solutions through the large number of manufacturers they represent.

3) REQUEST PERMISSION FROM THE NJPA BOARD OF DIRECTORS

After establishing the existence of both a viable need and a viable NJPA style solution, permission from the publicly elected NJPA Board of Directors is sought and must be granted to officially begin the development of the solicitation and overall procurement process.

4) DRAFT A SOLICITATION, PUBLIC ADVERTISEMENT AND NOTICE

Our solicitation document is our cornerstone of cooperative contract purchasing. The consistency of that solicitation document, its response forms and evaluation criteria are some of our greatest assets. NJPA advertises each RFP:

- In print: [Minneapolis Star Tribune](#) (Minnesota), [Salt Lake News](#) (Utah), [USA Today](#) (National)
- In print and online: [Daily Journal of Commerce](#) within the State of Oregon
- In print and online: [The State](#) within the State of South Carolina
- On the [NJPA website](#)
- On e-commerce sites: [BidSync](#), [Biddingo](#), [MERX](#), [Onvia](#), [PublicPurchase](#)
- We notify the state level procurement departments in each state for possible re-posting of the solicitation within their systems and at their option

5) CONDUCT A PRE-PROPOSAL CONFERENCE FOLLOWED BY RECEIPT OF RESPONSES

Proposers are typically given 5-6 weeks from the start of the RFP advertisement to respond to the RFP. A Pre-Proposal Conference is conducted to answer questions. An addendum may also be issued if there are any items covered beyond RFP content clarifications in the conference, and if such items are deemed material by NJPA. NJPA uses an atomic clock to electronically time and date stamp all Proposals immediately upon receipt in NJPA's Staples, MN office. Proposals are opened by a Bids & Contracts department employee at the time, date and place specified in the RFP.

6) EVALUATING PROPOSERS' RESPONSES

Evaluation begins at the proposal opening by determining the "responsiveness" of each proposal. "Level One Responsiveness" includes:

- Timely submission
- Properly organized
- Electronic as well as physical copies as required
- Original signatures on appropriate documents
- Verification of proposer's liability insurance

"Level Two Responsiveness" is the evaluation of the proposal response according to the evaluation criteria provided in the RFP and documented on the "Proposal Evaluation" (Form G) by the Proposal Evaluation Committee. Our typical RFP invites the widest possible variety of products and services within the scope of a proposal. Our intention is to create a contract that provides the widest possible array of utility to the widest possible array of NJPA members. We also specifically invite proposers to define their products and services not only by industry standard terms, but also in terms of the latest technological advances and its applicability and utility to our members.

The perceived procurement value of a proposal to NJPA and its Members, in the opinion of NJPA, includes but is not limited to:

- Conforming to RFP's intent, scope and specifications

- Competitive pricing strategies
- Ability to sell and service NJPA Members nationally
- Financial strength, experience and success in the industry/marketplace
- References from past customers and prior experience with NJPA
- A clear, concise, aggressive and effective marketing plan
- Value added related products, services and technological advances
- Financing options and detailed payment terms
- Warranty, product and service responsibility
- Identifying the depth, breadth and quality of products and service offerings

Additional consideration is given to proposer's who demonstrate "Green" and Disadvantaged Business Enterprise and the ability to sell and service Canada and other international provinces.

The final evaluation is conducted using the "Proposal Evaluation" form defined in the RFP. This form establishes a weighted scoring method and also provides for an optional "Cost Comparison." This point-based system is used as a part of the final scoring and awarded vendor determination.

7) REVIEW EVALUATION RESULTS

Recommendations of the Proposal Evaluation Committee are reviewed by NJPA's Contract Council. Final recommendations are then approved for consideration by the NJPA Board of Directors.

8) PROVIDE RECOMMENDATIONS TO THE NJPA BOARD

Recommendations of the Contract Council are presented to the NJPA Board of Directors for final review and possible award. The NJPA Board has the final authority to issue or deny a procurement contract.

9) AWARDED VENDOR(S)

Upon approval by the NJPA Board, the recommended vendor is awarded a four-year contract term with one additional one-year renewal at the discretion of NJPA. The Bids & Contracts Department emails Notices of Award and Non-Award to vendors.

10) POSTING APPROVED CONTRACT DOCUMENTS

A complete procurement file is maintained by NJPA, and contract documentation is posted on our website for review by our members.

11) DEVELOP AND IMPLEMENT A JOINT MARKETING PLAN WITH AWARDED VENDOR(S)

NJPA works with both the vendor and member to educate on the benefits and uses of an awarded contract. We work with the awarded vendor(s) to educate and energize their sales and service teams. NJPA advertises awarded contracts in select national publications; produces a full-color, hard copy "Contract Directory"; maintains a website offering of the contract solutions; exhibits with vendor partners in numerous national and regional trade shows; and provides break-out meetings at trade shows.

12) REVIEW AND MAINTAIN OUR CONTRACT THROUGHOUT ITS TERM

Contracts are periodically reviewed for their effectiveness. NJPA contracts are written with four-year terms with a fifth year option at NJPA's discretion. NJPA does not eliminate member responsibility for following the solicitation process; rather, we provide a nationally pre-competed option to avoid duplicating the formal solicitation process.



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- News Update - Newly Awarded Contracts!
- Q1 2013 Newsletter

CONTRACT PURCHASING

REALIZE THE POWER AND VALUE OF CONTRACT PURCHASING



Chad Coauette

Executive Director/CEO
chad.coauette@NJPAcoop.org
218-894-5463

We invite your organization to take the opportunity to join our member agencies that have access to national contract volume pricing and value from nationally acclaimed vendors. NJPA contracts represent thousands of competitively solicited equipment, products and related services. NJPA contracts save you and your agency considerable time and money while eliminating the need to duplicate the solicitation and contracting process. It takes only minutes to complete a no-cost, no-obligation or liability membership. Get started today at NJPAcoop.org.

National Joint Powers Alliance® (NJPA) is established as a public agency serving our member agencies across the United States and Canada as a municipal contracting agency. NJPA operates under the enabling authority of Minnesota Statute 123A.21. This statute was created in 1976 to serve education entities and revised in 1995 to allow cities, counties, local governments and non-profits to benefit from the use of service cooperatives.

NJPA is also guided and enabled by M.S. 471.59, the "Joint Exercise of Powers" Law, which defines the ability of two or more government agencies to enter into an agreement to contract in common through the action of each of the governing bodies. In general, the Joint Powers Law allows two units of government and/or education to work together or allows one government to carry out a function on behalf of another government. This includes the ability of agencies to enter into cooperative purchasing agreements. We are a public agency serving our members from government, K12, higher education, and all non-profit agencies throughout the United States and Canada.

NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law (M.S. 471.345 Subd. 15). The Joint Exercise of Powers Law (M.S. 471.59) allows our members to legally purchase through our contracts without duplicating their own competitive solicitation process and requirements. The result of this cooperative effort is a high quality selection of nationally leveraged, competitively solicited contract solutions to help meet the ever challenging needs of our current and future member agencies.

We look forward to being a part of serving your agency needs through our contract solutions.



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Cooperative Purchasing

12-Step Procurement Process

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About Us

NJPA's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. As a municipal national contracting agency, NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. Joint Powers laws enable members to legally purchase through our awarded contracts.



We offer our Members [contract purchasing solutions](#) that are leveraged nationally to enable contracted suppliers and member agencies to work smarter and more efficient as they do business with each other. NJPA does this by establishing a business and service alliance between member buyers and contracted suppliers ensuring a valued and successful national cooperative contract program. Download our [About Us brochure](#) to learn more about our joint powers authority.

Locally in Minnesota, NJPA is one of 9 [Minnesota Service Cooperatives](#) that offers [regional focused programs](#) for our government and education members that comprise an area known as "[Region 5](#)." We successfully aid our local members in the planning, development and provision of [valued services](#) in a vast array of fields.

Our Vision: The National Joint Powers Alliance provides member-centered solutions that enable Government, Education, and Non-Profit agencies to work more efficiently and leverages its resources to effectively re-invest in the communities we serve as an invaluable Service Cooperative partner.

Our Mission: To build valued relationships, deliver innovative solutions with integrity, and exceed the expectations of our members.

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City Council Agenda Report

Item # _____

Meeting Date: April 11, 2016

Subject: Authorize the City Manager to Execute an Interlocal Contract (ILC) Under the National Joint Powers Alliance (NJPA) Contract #032515 and Approve the Purchase of One (1) Caterpillar Model; 420F2 HRC Backhoe Loader

Recommended Action

Authorize the City Manager, or her designee, to execute an Interlocal Contract (ILC) under the National Joint Powers Alliance (NJPA) Intergovernmental Cooperative Purchase Program and approve the purchase of one (1) Caterpillar Model; 420F2 HRC Backhoe Loader in the net amount of \$120,006.83.

Background

NJPA is a “government to government” procurement service available nationwide. Governmental entities have been procuring products and services through NJPA since 1976. NJPA strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services and providing the customer support service necessary to help its members achieve their purchasing goals. All contracts available to members of NJPA have been awarded by virtue of a 12-Step public competitive procurement process.

All units of local government providing governmental services are eligible to join NJPA. Various equipment, products, and services can be purchased through NJPA including equipment, products, and services that require technical, detailed specifications and extensive professional skills to evaluate bid responses. Membership in NJPA will allow the City to take advantage of volume purchasing and discounts as well as factory direct pricing.

When participating in NJPA members make their purchase orders out to, and directly pay the vendor or contractor. However, NJPA does act as the purchasing agent on behalf of participating End Users by performing specific services including, but not limited to conducting research and surveys, developing specifications, soliciting vendor participation, conducting pre- and post-bid conferences, opening bids and proposals, contracts administration, evaluating responses and issuing contract numbers for specific base prices.

Currently, over 50,000 cities, counties and special districts nationally are members of NJPA. The City has no obligation to procure equipment through NJPA and may consider other local bids for equipment, products, and services in conjunction with considering bids through NJPA.

Discussion

The Public Works Fleet maintenance operation will purchase one (1) Caterpillar Model# 420F2 HRC Backhoe Loader for the Public Works Streets Maintenance Division to replace the existing 2000 Case Model#590SL which will be shared with the Parks Division. This vehicle is an important capital asset. The backhoe is used for storm drain, street and parks repairs and maintenance. The Streets and Parks Divisions depend heavily on the performance capabilities of this vehicle to deliver services to the community. The existing 1991 Ingersoll Rand Roller is classified Tier Zero for Deasil engine emissions and should no longer be operated. The existing Case Backhoe is also classified Tier One and needs to be replaced before 2019. If these services are to be provided without interruption, this vehicle needs to be maintained in superior operating condition and should be promptly replaced when adequate performance levels can no longer be

Authorize the City Manager to Execute an Interlocal Contract (ILC) Under the National Joint Powers Alliance (NJPA) Contract #032515 and Approve the Purchase of One (1) Caterpillar Model; 420F2 HRC Backhoe Loader
Meeting Date: April, 11, 2016
Page 2 of 2

assured. Caterpillar has an extensive history of superior lifespan, maintenance cost, and service record to other manufacturers.

NJPA contract will be used to purchase a new Caterpillar Model 420F2 HRC Backhoe Loader. Staff has approved the price quotation and specifications and the vendor has been responsive to the solicitation and questions. Peterson Caterpillar Backhoe Loader Model 420F2 HRC contract pricing worksheet is attached with "trade in" included. Peterson Caterpillar's bid for the Model 420F2 HRC Backhoe Loader is \$138,506.83. However, Peterson Caterpillar will accept in trade the City's existing 2000 Case 590SL for \$15,000.00 and a 1991 Ingersoll Rand Roller for \$3,500.00 thereby reducing the net purchase to \$120,006.83.

Fiscal Impact

Sufficient funding for the purchase of the of Caterpillar Model 420F2 HRC Backhoe Loader in the amount \$120,006.83 is available in the Fiscal Year 2015-16 Motor Vehicle Replacement Fund Account 51-315-453-4558. Utilizing the NJPA procurement method will allow the City to realize savings of time and money in obtaining the vehicle.

Summary/Conclusion

Recommend that the City Council authorize the City Manager, or her designee, to execute an Interlocal Contract (ILC) under the National Joint Powers Alliance Intergovernmental Cooperative Purchase Program (NJPA) and approve the purchase of one (1) Caterpillar Model 420F2 HRC Backhoe Loader in the amount of \$120,006.83 through NJPA Cooperative Purchasing Program.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Thomas Shiosaka
Motor Vehicles Supervisor



John L. Fuller
Director of Public Works

Attachment:

1. Quote for One (1) New Caterpillar Model: 420F2 HRS Backhoe Loader



Quote 128426-01
March 23, 2016

City of Daly City
798 Niantic Ave
Daly City
California
94014

NJPA Contract# 032515
NJPA Member # 2181

Attention: Thomas Shiosaka

Dear Tom,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New CATERPILLAR Model: 420F2 HRC Backhoe Loaders

This Quote is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Delivery Location: To be at City Garage, City of Daly City, 798 Niantic Ave., Daly City, CA 94014.

Licensing: Vendor is to handle all licensing details, including furnishing DMV with report of sale, smog certificate, City's exempt registration form (Reg. 5050) and all other needed papers. City's Motor Vehicle Supervisor is authorized to sign documents for the City.

Equipment traded in will be sold in compliance with all CARB Regulations and Notifications

Operator and Mechanic Maintenance included on site as necessary.

Sincerely,

Jon Hamilton
Machine Sales Representative
Peterson CAT
925-580-2439
JHHamilton@petersontractor.com

SELL PRICE	\$127,070.49
NET BALANCE DUE	\$127,070.49
SALES TAX (9%)	\$11,436.34
LESS GROSS TRADE ALLOWANCE	(\$18,500.00)
AFTER TAX BALANCE	\$120,006.83

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
590SL	CASE (CA)	JJG0285601	2000	\$15,000.00
DD-22	INGERSOLL-RAND (IR)	6724SGD	1994	\$3,500.00

WARRANTY

Standard Warranty: 12 Month, Unlimited Hours Standard Warranty (6month or 1 Year)

F.O.B/TERMS:

Accepted by _____ on _____

Signature

One (1) New CATERPILLAR Model: 420F2 HRC Backhoe Loaders

MACHINE SPECIFICATIONS

420F2 BHL ST, TIER 4, HRC	450-8448
Available for ADSD-N and ADSD-S (Puerto Rico only)	
INSTRUCTIONS, ANSI	430-9944
SEAT BELT, 3" SUSPENSION	206-1748
SERIALIZED TECHNICAL MEDIA KIT	421-8926
SHIPPING/STORAGE PROTECTION	461-6839
PACK, DOMESTIC TRUCK	0P-0210
BEACON, MAGNETIC MOUNT	211-4292
PLATE GROUP - BOOM WEAR	423-7607
LANE 3 ORDER	0P-9003
STICK, EXTENDABLE, 14FT	450-8730
PT, 4WD, AUTOSHIFT	450-8616
ENGINE, 74.5KW,C4.4 ACERT, T4F	450-8757
HYDRAULICS, MP, 6FCN/8BNK, ST	450-8530
PRODUCT LINK, CELLULAR, PL641I	447-0049
BATTERY, HEAVY DUTY	457-2797
CAB, DELUXE	450-8683
AIR CONDITIONER, T4	450-8715
TIRES, 12.5 80/19.5L-24, GY	379-2161
COUNTERWEIGHT, 1015 LBS	337-9696
STABILIZER PADS, FLIP-OVER	9R-6007
BUCKET-MP, 1.4 CYD	337-7442
CUTTING EDGE, TWO PIECE,WIDE	9R-5320
BUCKET-HD, 24", 6.2 CFT	219-3387
COUPLER, PG, MANUAL, DUAL LOCK	444-7500
BUCKET-HD, 12", 2.8 CFT	219-3411
BUCKET-HD, 36", 10.3 CFT	219-3389
BUCKET-DC, 48", 13.0 CFT	212-8738
H65E HAMMER, FLAT TOP	435-5318
TOOL, CROSS CUT CHISEL	428-8022
BRACKET, MOUNTING	443-7285
LINES, CONNECTING	317-0993
RADIO & CD PLAYER	387-6597
PINS, SPARE	178-3593
RUST PREVENTATIVE APPLICATOR	462-1033
SERVICE FILTER PACK, T4/C4.4	399-0118
RIDE CONTROL	398-2681
LINES, COMBINED AUX, E-STICK	398-2853
SEAT, DELUXE FABRIC	433-4806



Cat® 420F2/420F2 IT

BACKHOE LOADER

The Cat® 420F2 and 420F2 IT Backhoe Loaders deliver performance, increased fuel efficiency, superior hydraulic system, versatility and an all new operator station. The 420F2 and 420F2 IT feature the following:

- **Ergonomic Operator Station** – Ample legroom inside the cab makes rotating the seat simple. The air suspension seat provides comfort to the operator while roading. New backhoe control pods allow for unlimited adjustability.
- **Load Sensing Hydraulics** – The Cat Backhoe Loader's load sensing piston pump provides full hydraulic lifting and digging forces at any engine speed. Variable flow pump matches hydraulic power to work demands.
- **Machine Performance** – The Cat C4.4 ACERT™ engine delivers solid performance and meets U.S. EPA Tier 4 Final/EU Stage IV emission standards by utilizing Selective Catalytic Reduction technology with a diesel oxidation catalyst. The system allows the operator to disconnect the machine, even while the diesel exhaust fluid is being purged from the system.
- **Machine Versatility** – A broad range of performance matched Cat Work Tools make the Cat Backhoe Loader the most versatile machine on the job site. All Backhoe Loaders have standard thumb ready sticks. The Integrated Tool Carrier (IT Loader) provides versatility and allows quick connection to a variety of Cat Work Tools.
- **Dual Lock Coupler** – Cat dual lock coupler is available from the factory with either mechanical or hydraulic operation. The coupler makes work tool changes quick and easy.

Specifications

Engine

Engine Model	Cat C4.4 ACERT	
Gross Power		
SAE J1995	76 kW	102 hp
ISO 14396	74 kW	100 hp
Rated Net Power @ 2,200 rpm		
SAE J1349	69 kW	93 hp
ISO 9240	70 kW	94 hp
EEC 80/1269	70 kW	94 hp
Net Peak Power @ 1,800 rpm		
SAE J1349	78 kW	105 hp
ISO 9249	79 kW	106 hp
EEC 80/1269	79 kW	106 hp
Bore	105 mm	4.13 in
Stroke	127 mm	5 in
Displacement	4.4 L	268 in ³
Net Torque Rise @ 1,400 rpm	46%	
Net Peak Torque SAE J1349	436 N·m	322 lbf-ft

- Engine meets Tier 4 Final/Stage IV emission standards.

Weights*

Operating Weight		
Minimum	7726 kg	17,033 lb
Maximum (ROPS Capacity)	11 000 kg	24,251 lb
Cab, ROPS/FOPS	163 kg	359 lb
AutoShift Transmission	238 kg	525 lb
Ride Control	14 kg	31 lb
Air Conditioning	42 kg	93 lb
Four Wheel Drive	165 kg	364 lb
MP Bucket (1.0 m ³ /1.31 yd ³) (no forks or teeth)	745 kg	1,642 lb
Loader, IT with Quick Coupler	317 kg	699 lb
Extendible Stick	305 kg	672 lb
Counterweights (Option 1)	115 kg	255 lb
Counterweights (Option 2)	240 kg	530 lb
Counterweights (Option 3)	460 kg	1,015 lb

*Specifications shown are for machine equipped with single tilt loader, OROPS, two wheel drive, standard stick, 0.96 m³ (1.25 yd³) general purpose loader bucket, 610 mm (24 in) standard duty backhoe bucket, 240 kg (530 lb) counterweight and full fuel tank.



420F2/420F2 IT Backhoe Loader

Transmission

Power Shuttle Transmission – Standard

Forward – 1st	5.4 km/h	3.4 mph
2nd	9.0 km/h	5.6 mph
3rd	21 km/h	13 mph
4th	40 km/h	25 mph
Reverse – 1st	5.4 km/h	3.4 mph
2nd	9.0 km/h	5.6 mph
3rd	21 km/h	13 mph
4th	40 km/h	25 mph

AutoShift Transmission – Optional

AutoShift Transmission with Lock-Up Torque Converter – Optional

Forward – 1st	5.8 km/h	3.6 mph	5.8 km/h	3.6 mph
2nd	9.3 km/h	5.7 mph	9.3 km/h	5.7 mph
3rd	12 km/h	7 mph	12 km/h	7 mph
4th	19 km/h	12 mph	19 km/h	12 mph
5th	26 km/h	16 mph	23 km/h	14 mph
5th LUC	—	—	25 km/h	15 mph
6th	40 km/h	25 mph	40 km/h	25 mph
6th LUC	—	—	40 km/h	25 mph
Reverse – 1st	5.8 km/h	3.6 mph	5.8 km/h	3.6 mph
2nd	12 km/h	7.6 mph	12 km/h	7.6 mph
3rd	28 km/h	17 mph	28 km/h	17 mph

Axle Ratings

Front Axle, 2WD

Static	22 964 kg	50,582 lb
Dynamic	9186 kg	20,233 lb

Front Axle, 4WD

Static	22 964 kg	50,582 lb
Dynamic	9186 kg	20,233 lb

Rear Axle

Static	22 964 kg	50,582 lb
Dynamic	9186 kg	20,233 lb

Hydraulic System

Type	Closed Center
Pump Type	Variable Flow, Axial Piston
Pump Capacity @ 2,200 rpm	163 L/min 43 gal/min
System Pressure – Backhoe	25 000 kPa 3,600 psi
System Pressure – Loader	25 000 kPa 3,600 psi

Steering

Type	Front Wheel
Power Steering	Hydrostatic
Bore	65 mm 2.6 in
Stroke	120 mm 4.7 in
Rod Diameter	36 mm 1.4 in
Axle Oscillation	11°
Turning Circle – 2WD/4WD (inner wheel not braked)	
Outside, Front Wheels	8.18 m 26'10"
Outside, Widest Loading Bucket	10.97 m 36'0"

Service Refill Capacities

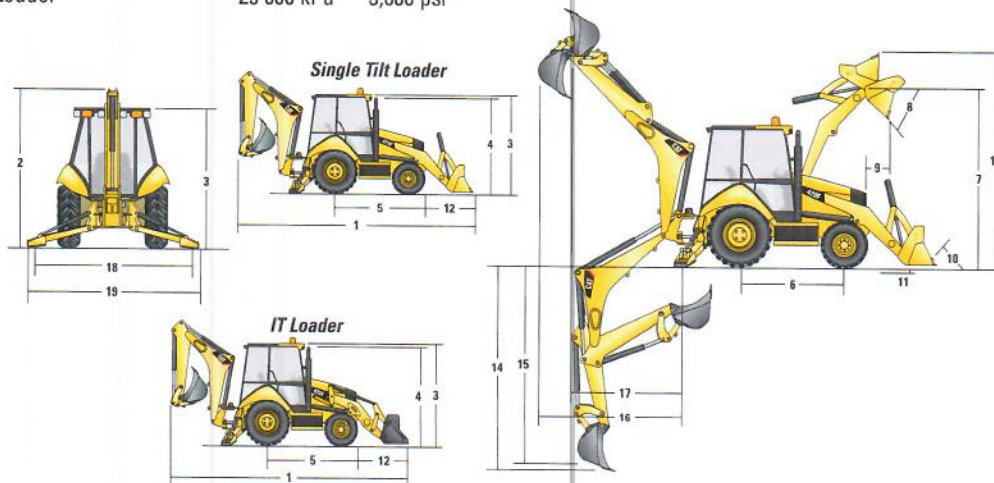
Cooling System with Air Conditioning	22.5 L	5.9 gal
Fuel Tank	160 L	42 gal
Diesel Exhaust Fluid	19 L	5.0 gal
Engine Oil with Filter	8.8 L	2.3 gal
Transmission – Power Shuttle		
2WD	15.0 L	4.0 gal
4WD	15.0 L	4.0 gal
Transmission – AutoShift		
4WD	19.0 L	5.0 gal
Rear Axle	16.5 L	4.4 gal
Planetaries	1.7 L	0.4 gal
Front Axle (4WD)	11.0 L	2.9 gal
Planetaries	0.7 L	0.2 gal
Hydraulic System	95.0 L	25.1 gal
Hydraulic Tank	40.0 L	10.6 gal

- Requires ultra-low sulfur fuel <= 15 ppm fuel sulfur

Tires

Choices listed as combination of front/rear tires:

- 11L-16 (12 ply) F-3/19.5L-24 (12 ply) R4 ATU
- 12.5/80-18 (12 ply) 1-3/19.5L-24 (12 ply) ATU
- 12.5/80-18 NHS (12 ply) 1-3/21L-24 (16 ply) R4 ATU
- 340/80R 18/19.5L-24 (12 ply) R4 ATU
- 340/80R 18/500/70R 24 RT



420F2/420F2 IT Backhoe Loader

Dimensions

	Single Tilt Loader				IT Loader with Quick Coupler			
	0.96 m³ (1.25 yd³) GP Bucket		1.00 m³ (1.31 yd³) MP Bucket		0.96 m³ (1.25 yd³) GP Bucket		1.00 m³ (1.31 yd³) MP Bucket	
1 Overall Length (Loader on Ground) – Standard Stick	7141 mm	23'5"	7059 mm	23'2"	7289 mm	23'11"	7197 mm	23'7"
Overall Length (Loader on Ground) – Extendible Stick	7147 mm	23'5"	7064 mm	23'2"	7295 mm	23'11"	7203 mm	23'8"
Overall Transport Length – Standard Stick	7169 mm	23'6"	7133 mm	23'5"	7282 mm	23'11"	7211 mm	23'8"
Overall Transport Length – Extendible Stick	7175 mm	23'6"	7139 mm	23'5"	7288 mm	23'11"	7217 mm	23'8"
2 Overall Transport Height – Standard Stick	3577 mm	11'9"	3577 mm	11'9"	3577 mm	11'9"	3577 mm	11'9"
Overall Transport Height – Extendible Stick	3631 mm	11'11"	3631 mm	11'11"	3631 mm	11'11"	3631 mm	11'11"
Overall Width	2322 mm	7'7"	2322 mm	7'7"	2322 mm	7'7"	2322 mm	7'7"
3 Height to Top of Cab/Canopy	2819 mm	9'3"	2819 mm	9'3"	2819 mm	9'3"	2819 mm	9'3"
4 Height to Top of Exhaust Stack	2744 mm	9'0"	2744 mm	9'0"	2744 mm	9'0"	2744 mm	9'0"
Height to Loader Hinge Pin (Transport)	381 mm	1'3"	432 mm	1'5"	396 mm	1'4"	386 mm	1'3"
Ground Clearance (minimum)	294 mm	1'0"	294 mm	1'0"	294 mm	1'0"	294 mm	1'0"
5 Rear Axle Centerline to Front Grill	2705 mm	8'10"	2705 mm	8'10"	2705 mm	8'10"	2705 mm	8'10"
Front Wheel Tread Gauge	1895 mm	6'3"	1895 mm	6'3"	1895 mm	6'3"	1895 mm	6'3"
Rear Wheel Tread Gauge	1714 mm	5'7"	1714 mm	5'7"	1714 mm	5'7"	1714 mm	5'7"
6 Wheelbase 2WD/4WD	2200 mm	7'3"	2200 mm	7'3"	2200 mm	7'3"	2200 mm	7'3"

Loader Bucket Dimensions and Performance

	Single Tilt Loader				IT Loader with Quick Coupler			
	0.96 m³ (1.25 yd³) GP Bucket		1.00 m³ (1.31 yd³) MP Bucket		0.96 m³ (1.25 yd³) GP Bucket		1.00 m³ (1.31 yd³) MP Bucket	
Capacity (SAE Rated)	0.96 m³	1.25 yd³	1.0 m³	1.31 yd³	0.96 m³	1.25 yd³	1.0 m³	1.31 yd³
Overall Bucket Width	2262 mm	89 in	2279 mm	90 in	2262 mm	89 in	2279 mm	90 in
Lift Capacity at Maximum Height	3283 kg	7,237 lb	3097 kg	6,828 lb	3716 kg	8,193 lb	3448 kg	7,601 lb
Lift Breakout Force	49 809 N	11,197 lbf	49 019 N	11,020 lbf	51 085 N	11,484 lbf	49 678 N	11,168 lbf
Tilt Breakout Force	50 190 N	11,283 lbf	57 555 N	12,938 lbf	46 314 N	10,411 lbf	50 380 N	11,325 lbf
Tipping Load at Breakout Point	6578 kg	14,503 lb	6659 kg	14,681 lb	5951 kg	13,120 lb	6029 kg	13,292 lb
7 Maximum Hinge Pin Height	3474 mm	11'5"	3474 mm	11'5"	3490 mm	11'5"	3490 mm	11'5"
8 Dump Angle at Full Height	44°		44°		44°		44°	
Dump Height at Maximum Angle	2746 mm	9'0"	2798 mm	9'2"	2679 mm	8'9"	2745 mm	9'0"
9 Dump Reach at Maximum Angle	808 mm	2'8"	716 mm	2'4"	869 mm	2'10"	814 mm	2'8"
10 Maximum Bucket Rollback at Ground Level	37°		38°		40°		39°	
11 Digging Depth	83 mm	3"	110 mm	4"	105 mm	4"	95 mm	4"
Maximum Grading Angle	112°		116°		110°		112°	
Width of Dozer Cutting Edge	N/A		2262 mm 7'5"		N/A		2262 mm 7'5"	
12 Grill to Bucket Cutting Edge, Carry Position	1487 mm	4'11"	1451 mm	4'9"	1600 mm	5'3"	1529 mm	5'0"
13 Maximum Operating Height	4355 mm	14'3"	4404 mm	14'5"	4407 mm	14'6"	4480 mm	14'8"
Jaw Opening Maximum	N/A		790 mm 2'7"		N/A		790 mm 2'7"	
Bucket Jaw Clamping Force	N/A		55 700 N 12,521 lbf		N/A		55 700 N 12,521 lbf	
Weight (does not include teeth or forks)	451 kg	994 lb	745 kg	1,642 lb	447 kg	985 lb	724 kg	1,596 lb

Backhoe Dimensions and Performance

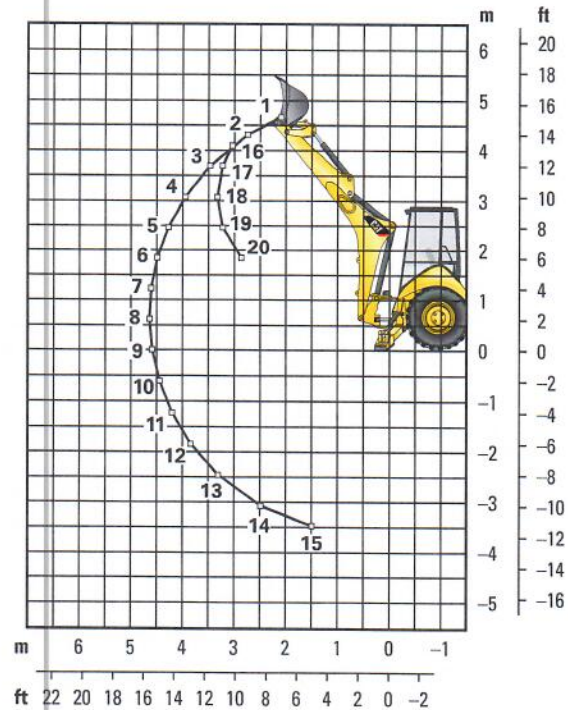
	Standard Stick		E-Stick Retracted		E-Stick Extended	
14 Digging Depth, SAE (max.)	4360 mm	14'4"	4390 mm	14'5"	5442 mm	17'11"
15 Digging Depth, 610 mm (2 ft) Flat Bottom	4311 mm	14'2"	4351 mm	14'4"	5405 mm	17'9"
Reach from Rear Axle Centerline at Ground Line	6702 mm	22'1"	6737 mm	22'2"	7742 mm	25'6"
16 Reach from Swing Pivot at Ground Line	5612 mm	18'5"	5647 mm	18'7"	6652 mm	21'10"
Maximum Operating Height	5522 mm	18'1"	5546 mm	18'3"	6282 mm	20'8"
Loading Height	3642 mm	11'11"	3599 mm	11'10"	4169 mm	13'8"
17 Loading Reach	1842 mm	6'1"	1929 mm	6'4"	2844 mm	9'4"
Swing Arc	180°		180°		180°	
Bucket Rotation	205°		205°		205°	
18 Stabilizer Spread, Operating Position (center)	3310 mm	10'10"	3310 mm	10'10"	3310 mm	10'10"
Stabilizer Spread, Operating Position (outside)	3770 mm	12'4"	3770 mm	12'4"	3770 mm	12'4"
Stabilizer Spread, Transport Position	2322 mm	7'7"	2322 mm	7'7"	2322 mm	7'7"
Bucket Dig Force	64 191 N	14,431 lbf	63 290 N	14,228 lbf	63 290 N	14,228 lbf
Stick Dig Force	43 510 N	9,781 lbf	43 402 N	9,757 lbf	31 682 N	7,122 lbf

420F2/420F2 IT Backhoe Loader

Backhoe Lift Capacity

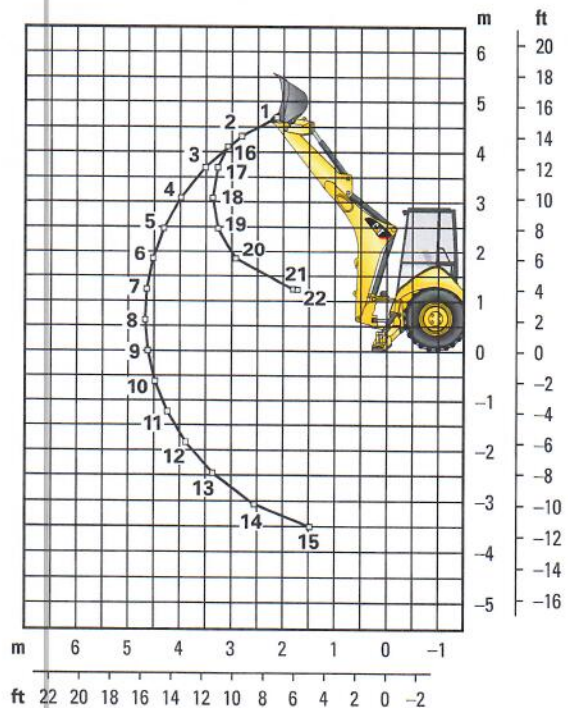
Cat 420F2/420F2 IT Standard Stick

Boom Lifting			
		kg	lb
1		1621	3,573
2		1766	3,894
3		1785	3,936
4		1740	3,835
5		1678	3,700
6		1614	3,558
7		1551	3,420
8		1492	3,289
9		1437	3,168
10		1387	3,058
11		1342	2,959
12		1304	2,875
13		1278	2,817
14		1284	2,831
15		1426	3,145
Stick Lifting			
		kg	lb
16		1831	4,037
17		2557	5,638
18		2608	5,749
19		2704	5,961
20		3140	6,921



Cat 420F2/420F2 IT Extendible Stick – Retracted

Boom Lifting			
		kg	lb
1		1439	3,173
2		1573	3,468
3		1582	3,487
4		1533	3,380
5		1470	3,241
6		1405	3,097
7		1341	2,957
8		1281	2,823
9		1224	2,699
10		1172	2,584
11		1124	2,479
12		1083	2,387
13		1050	2,314
14		1040	2,293
15		1149	2,534
Stick Lifting			
		kg	lb
16		1677	3,697
17		2387	5,262
18		2404	5,301
19		2492	5,493
20		2886	6,362
21		5629	12,409
22		6024	13,281



Lift Capacities are over-end values. Machine equipped with 4WD, OROPS, 0.96 m³ (1.25 yd³) general purpose bucket, and no counterweight. Extendible stick includes 460 kg (1,015 lb) counterweight.

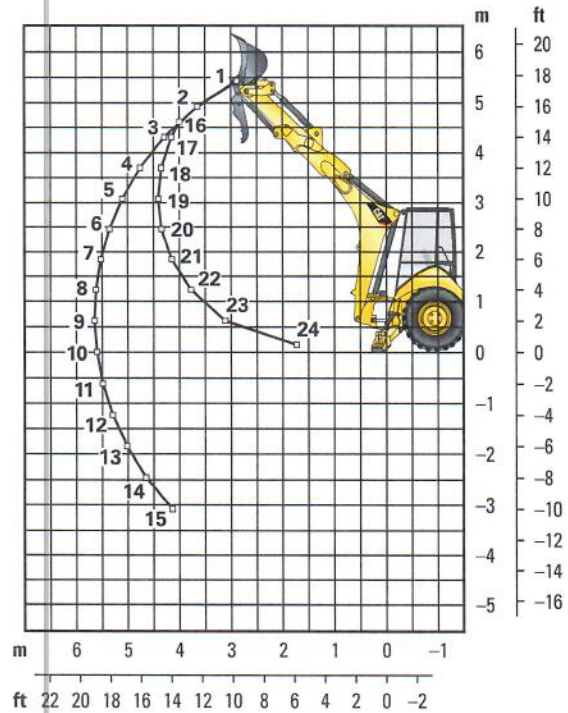
420F2/420F2 IT Backhoe Loader

Backhoe Lift Capacity

Cat 420F2/420F2 IT Extendible Stick – Extended

Boom Lifting	kg	lb
1	838	1,849
2	1010	2,226
3	1073	2,366
4	1085	2,392
5	1070	2,358
6	1041	2,296
7	1003	2,212
8	976	2,153
9	950	2,095
10	887	1,955
11	875	1,928
12	873	1,924
13	895	1,973
14	1023	2,255
15	1502	3,311
Stick Lifting	kg	lb
16	868	1,914
17	1116	2,461
18	1457	3,212
19	1644	3,624
20	1671	3,684
21	1777	3,918
22	2015	4,442
23	2614	5,762
24	5992	13,209

Lift Capacities are over-end values. Machine equipped with 4WD, OROPS, 0.96 m³ (1.25 yd³) general purpose bucket, and no counterweight. Extendible stick includes 460 kg (1,015 lb) counterweight.



420F2/420F2 IT Backhoe Loader

Counterweights (Minimum Counterweight Recommendations)

Standard Stick

Loader Bucket	Power Train	Single-Tilt		IT Loader w/QC	
		kg	lb	kg	lb
GP	4WD	240	530	no counterweight	
MP	4WD	no counterweight		no counterweight	
Forks	4WD	N/A	N/A	no counterweight	
Material Handling Arm	4WD	N/A	N/A	no counterweight	

Extendible Stick

Loader Bucket	Power Train	Single-Tilt		IT Loader w/QC	
		kg	lb	kg	lb
GP	4WD	460	1,015	240	530
MP	4WD	240	530	no counterweight	
Forks	4WD	N/A	N/A	240	530
Material Handling Arm	4WD	N/A	N/A	240	530

Backhoe Buckets (With weld on adapters and pin-on teeth)

Standard Duty

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	80	2.8	111	245	3
457	18	120	4.2	122	268	4
610	24	180	6.4	141	311	5
762	30	230	8.1	157	345	5
914	36	290	10.2	176	388	6

Heavy Duty

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	80	2.8	121	266	3
406	16	110	3.9	128	282	3
457	18	120	4.2	135	299	4
610	24	180	6.4	151	333	5
762	30	230	8.1	177	391	5
914	36	290	10.2	201	443	6

Soil Excavation

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
457	18	180	6.4	155	341	4
610	24	240	8.5	182	402	5
762	30	320	11.3	206	454	5
914	36	380	13.4	233	513	6

Heavy Duty Rock

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	70	2.5	127	279	3
457	18	130	4.6	146	322	4
610	24	200	7.1	174	384	5
762	30	270	9.5	197	434	5
914	36	330	11.7	224	493	6

Coral

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	60	2.1	134	295	4
457	18	100	3.5	155	341	6
610	24	140	4.9	182	402	8
762	30	190	6.7	210	463	10

Heavy Duty – Pin Lock

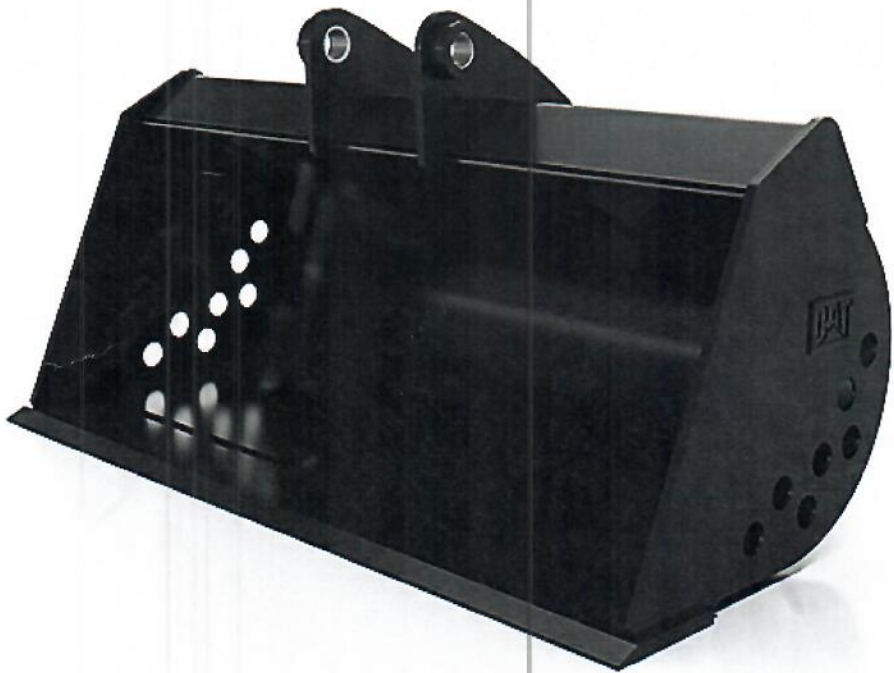
Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	96	3.4	113	249	3
406	16	123	4.3	131	288	3
457	18	139	4.9	139	307	4
610	24	207	7.3	168	370	5
762	30	275	9.7	194	428	5
914	36	345	12.2	224	494	6

High Capacity – Pin Lock

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	96	4.6	113	287	3
406	16	123	5.6	131	327	3
457	18	139	6.5	139	346	4
610	24	207	9.6	168	414	5
762	30	275	12.9	194	475	5
914	36	345	16.2	224	543	6

STANDARD EQUIPMENT

- Adjustable auxiliary controls, backhoe loader
- Air cleaner
- Alarm, back-up
- Audible system fault alarm
- Automatic Engine Speed Control (AESC)
- Battery, maintenance-free, 880 CCA
- Battery disconnect switch
- Battery remote jumpstart
- Boom transport lock
- Brace, lift cylinder
- Brake, secondary parking
- Brakes, hydraulically boosted, oil disc, dual pedals, interlocking
- Bucket level indicator
- Canopy, ROPS/FOPS
- Cat cushion swing system
- Coat restraint
- Coolant/antifreeze, extended life
- Counterweight, bumper
- Dome light (cab only)
- Diagnostic port for engine, machine and gauge cluster Electronic Control Modules
- Differential lock, loader joystick
- Drink holders, two
- Engine, Cat C4.4 ACERT (Direct Injection Turbocharged), meets Tier 4 Final/Stage IV emission standards, selective catalytic reduction, diesel oxidation catalyst (DOC)
- Engine enclosure, sound suppression removal panels
- Face seals, O-ring
- Fan, suction and guard
- Fast reversing shuttle, all gears
- Fenders, rear
- Filters, spin-on: fuel, engine oil, transmission oil, water separator
- Filters, bowl and cartridge: hydraulic fluid
- Flashing hazards/signal lights
- Floor mat
- Fuel tank, fully enclosed
- Fully hinged front grill for cooling package cleaning access
- Gauge cluster: coolant temperature, fuel level, torque converter temperature, DEF level
- Ground level fuel fill and DEF fill
- High ambient cooling package
- Hood lock, inside cab
- Hydraulic hose, XT™
- Hydraulic oil cooler
- Hydraulic oil level sight gauge
- Hydraulic valve, hydrostatic steering
- Hydraulic valves, loader 2 function
- Hydraulic valves, backhoe 5 function
- Hydraulics, load sensing with variable displacement piston pump
- Indicator lights: wait to start, water in fuel, engine warning, warning lamp, emissions module malfunction, low battery/charging system warning, high hydraulic oil temperature: LCD warnings: engine oil pressure, machine locked, service due, air filter blocked, high coolant temperature, auto idle shutdown, high torque converter temperature, hydraulic filter bypass
- Instrument panel lights
- Joystick controls: pilot operated, excavator-style with pattern changer
- Key start/stop system
- LCD screen: engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, ECM/system info
- Lights, working (4 front, 4 rear)
- Loader, self-leveling, return-to-dig and transmission disconnect switch
- Loader, single tilt
- Mirror, rearview *-3.0r*
- One-touch low idle
- Open circuit breather
- Pattern changer, in cab
- Power receptacle, 12 volt, 2 internal, 1 external
- Power steering, hydrostatic
- Radio ready cab
- Seat belt, retractable, 51 mm (2 in)
- Socket, two roof
- Stabilizer shoes, street
- Steering knob
- Seat, air suspension, fabric or vinyl cover, with armrest
- Starting system, glow plugs
- Steering, hydrostatic
- Storage compartment, lockable *3*
- Storage tray
- Stop and tail lights
- Swing transport lock
- Tilt steering wheel
- Tires
- Toolbox, external, lockable
- Torque converter
- Throttle, hand and foot, electronic
- Transmission, four speed, syncromesh
- Transmission neutralizer switch
- Transport tie-downs
- Two Wheel Drive
- Vandalism locks, four
- Warning horn, electric



Ditch Cleaning Buckets

SPECIFICATIONS		RELATED PRODUCTS	
OVERVIEW			
		UNITS: US METRIC	
Width	48.0 in		
Capacity	16.2 ft3		
Weight	578.0 lb		



Cooperative Purchasing

12-Step Procurement Process

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Procurement Plaza

12-Step Procurement Process

It is the desire of NJPA to meet our members' procurement requirements, but it is ultimately our members' responsibility to interpret local purchasing laws to determine their own ability to access and participate with NJPA contracts. Our request for proposal (RFP) process is continuously being refined to meet the changing needs of our members. The desired result is a national, competitively solicited procurement and contract process that is not only valued by members but meets or exceeds local requirements—offering exceptional products and services from nationally acclaimed vendors.

1) IDENTIFYING MEMBER NEEDS

NJPA pursues member participation and conducts research through our member advisory committees, which are represented by various verticals, at numerous national trade shows, and through daily member interaction.

2) RESEARCH SOLUTIONS AVAILABLE IN THE MARKETPLACE

Constant research helps us develop the best approach for each offering. Some industries lend themselves to a manufacturer's response because that manufacturer provides a complete industry solution through their authorized dealers. Other industries lend themselves to a distributor response because they are able to provide the most complete industry solutions through the large number of manufacturers they represent.

3) REQUEST PERMISSION FROM THE NJPA BOARD OF DIRECTORS

After establishing the existence of both a viable need and a viable NJPA style solution, permission from the publicly elected NJPA Board of Directors is sought and must be granted to officially begin the development of the solicitation and overall procurement process.

4) DRAFT A SOLICITATION, PUBLIC ADVERTISEMENT AND NOTICE

Our solicitation document is our cornerstone of cooperative contract purchasing. The consistency of that solicitation document, its response forms and evaluation criteria are some of our greatest assets. NJPA advertises each RFP:

- In print: [Minneapolis Star Tribune](#) (Minnesota), [Salt Lake News](#) (Utah), [USA Today](#) (National)
- In print and online: [Daily Journal of Commerce](#) within the State of Oregon
- In print and online: [The State](#) within the State of South Carolina
- On the [NJPA website](#)
- On e-commerce sites: [BidSync](#), [Biddingo](#), [MERX](#), [Onvia](#), [PublicPurchase](#)
- We notify the state level procurement departments in each state for possible re-posting of the solicitation within their systems and at their option

5) CONDUCT A PRE-PROPOSAL CONFERENCE FOLLOWED BY RECEIPT OF RESPONSES

Proposers are typically given 5-6 weeks from the start of the RFP advertisement to respond to the RFP. A Pre-Proposal Conference is conducted to answer questions. An addendum may also be issued if there are any items covered beyond RFP content clarifications in the conference, and if such items are deemed material by NJPA. NJPA uses an atomic clock to electronically time and date stamp all Proposals immediately upon receipt in NJPA's Staples, MN office. Proposals are opened by a Bids & Contracts department employee at the time, date and place specified in the RFP.

6) EVALUATING PROPOSERS' RESPONSES

Evaluation begins at the proposal opening by determining the "responsiveness" of each proposal. "Level One Responsiveness" includes:

- Timely submission
- Properly organized
- Electronic as well as physical copies as required
- Original signatures on appropriate documents
- Verification of proposer's liability insurance

"Level Two Responsiveness" is the evaluation of the proposal response according to the evaluation criteria provided in the RFP and documented on the "Proposal Evaluation" (Form G) by the Proposal Evaluation Committee. Our typical RFP invites the widest possible variety of products and services within the scope of a proposal. Our intention is to create a contract that provides the widest possible array of utility to the widest possible array of NJPA members. We also specifically invite proposers to define their products and services not only by industry standard terms, but also in terms of the latest technological advances and its applicability and utility to our members.

The perceived procurement value of a proposal to NJPA and its Members, in the opinion of NJPA, includes but is not limited to:

- Conforming to RFP's intent, scope and specifications

- Competitive pricing strategies
- Ability to sell and service NJPA Members nationally
- Financial strength, experience and success in the industry/marketplace
- References from past customers and prior experience with NJPA
- A clear, concise, aggressive and effective marketing plan
- Value added related products, services and technological advances
- Financing options and detailed payment terms
- Warranty, product and service responsibility
- Identifying the depth, breadth and quality of products and service offerings

Additional consideration is given to proposer's who demonstrate "Green" and Disadvantaged Business Enterprise and the ability to sell and service Canada and other international provinces.

The final evaluation is conducted using the "Proposal Evaluation" form defined in the RFP. This form establishes a weighted scoring method and also provides for an optional "Cost Comparison." This point-based system is used as a part of the final scoring and awarded vendor determination.

7) REVIEW EVALUATION RESULTS

Recommendations of the Proposal Evaluation Committee are reviewed by NJPA's Contract Council. Final recommendations are then approved for consideration by the NJPA Board of Directors.

8) PROVIDE RECOMMENDATIONS TO THE NJPA BOARD

Recommendations of the Contract Council are presented to the NJPA Board of Directors for final review and possible award. The NJPA Board has the final authority to issue or deny a procurement contract.

9) AWARDED VENDOR(S)

Upon approval by the NJPA Board, the recommended vendor is awarded a four-year contract term with one additional one-year renewal at the discretion of NJPA. The Bids & Contracts Department emails Notices of Award and Non-Award to vendors.

10) POSTING APPROVED CONTRACT DOCUMENTS

A complete procurement file is maintained by NJPA, and contract documentation is posted on our website for review by our members.

11) DEVELOP AND IMPLEMENT A JOINT MARKETING PLAN WITH AWARDED VENDOR(S)

NJPA works with both the vendor and member to educate on the benefits and uses of an awarded contract. We work with the awarded vendor(s) to educate and energize their sales and service teams. NJPA advertises awarded contracts in select national publications; produces a full-color, hard copy "Contract Directory"; maintains a website offering of the contract solutions; exhibits with vendor partners in numerous national and regional trade shows; and provides break-out meetings at trade shows.

12) REVIEW AND MAINTAIN OUR CONTRACT THROUGHOUT ITS TERM

Contracts are periodically reviewed for their effectiveness. NJPA contracts are written with four-year terms with a fifth year option at NJPA's discretion. NJPA does not eliminate member responsibility for following the solicitation process; rather, we provide a nationally pre-competed option to avoid duplicating the formal solicitation process.

Marketing Publications



Testimonials



Recent News

- New NJPA Executive Director
- News Update - Newly Awarded Contracts!
- Q1 2013 Newsletter



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 11, 2016

Subjects: City Agreement with IMG Worldwide to Provide Traffic and Safety Services for the Swinging Skirts Classic to be Held at Lake Merced Golf and Country Club from April 18-24, 2016. Total Estimated Reimbursable Cost of Services is \$27,013.15

Recommended Action

Staff recommends the City of Daly City enter into a contract with IMG (International Management Group) Worldwide to provide traffic and security services for the Swinging Skirts Classic from April 18-24, 2016. The total non-taxpayer funded cost of police services for the event is \$27,013.15.

Background

From April 18-24, 2016 the Ladies Professional Golf Association is hosting the Swinging Skirts Classic Golf Tournament at the Lake Merced Golf and Country Club. It is estimated that the tournament could bring as many as 10,000 spectators per day to the Lake Merced Golf and Country Club and surrounding areas. This increase in vehicle and pedestrian traffic, as well as the need to provide a secure environment for patrons and residents caused the City and Police Department to enter into discussions with IMG Worldwide on how to address these issues. After extensive planning, IMG, the Police Department and the City Manager have come to an agreement on the level of service to be provided and the costs associated with that service.

Discussion

IMG and their subcontractors will be operating both on and off-site during the event. The Daly City Police Department has been designated to staff up to 5 traffic and security posts up to 12 hours each day of the tournament. The Police Department has put together a staffing plan involving on-duty personnel and off-duty personnel assigned on an overtime basis. The staffing for the event will not diminish our ability to provide high quality police services to our residents during the golf tournament. The employee classifications operating at the event are Police Assistants, Police Officers and a Police Lieutenant.

The Police Department has worked closely with the Finance Department to determine the entire cost of providing these services to IMG without the use of taxpayer money. The attached costing sheet is based on the top salary of each classification with associated benefits (see attached worksheet).

City Council Meeting Agenda Report

Item # _____

Fiscal Impact

The traffic and security staffing for the Swinging Skirts Classic will not be funded by taxpayer money. The estimated \$27,013.15 cost will be fully reimbursed by IMG Worldwide.

Summary/Conclusions

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Patrick Hensley
Captain



Manuel Martinez
Chief of Police

Attachments

Attachment 1-Swinging Skirts Classic Costing Sheet for security and traffic services for April 18-24, 2016

Attachment 2- Traffic and Security Services Agreement for April 18-24, 2016

Date	Position	Total Hours	Total Cost		
Monday, 04/18/16	Police Assistant	11.5	\$567.30		
Monday, 04/18/16	Police Officer	11.5	\$809.26		
Monday, 04/18/16	Police Lieutenant	11.5	\$1,185.19		
				Total:	\$2,561.75
Tuesday, 04/19/16	Police Assistant	11.5	\$567.30		
Tuesday, 04/19/16	Police Officer	11.5	\$809.26		
Tuesday, 04/19/16	Police Lieutenant	11.5	\$1,185.19		
				Total:	\$2,561.75
Wednesday, 04/20/16	Police Assistant	15.5	\$764.62		
Wednesday, 04/20/16	Police Officer	34.5	\$2,427.77		
Wednesday, 04/20/16	Police Lieutenant	11.5	\$1,185.54		
				Total:	\$4,377.93
Thursday, 04/21/16	Police Assistant	15.5	\$764.62		
Thursday, 04/21/16	Police Officer	34.5	\$2,427.77		
Thursday, 04/21/16	Police Lieutenant	11.5	\$1,185.54		
				Total:	\$4,377.93
Friday, 04/22/16	Police Assistant	15.5	\$764.62		
Friday, 04/22/16	Police Officer	34.5	\$2,427.77		
Friday, 04/22/16	Police Lieutenant	11.5	\$1,185.54		
				Total:	\$4,377.93
Saturday, 04/23/16	Police Assistant	15.5	\$764.62		
Saturday, 04/23/16	Police Officer	34.5	\$2,427.77		
Saturday, 04/23/16	Police Lieutenant	11.5	\$1,185.54		
				Total:	\$4,377.93
Sunday, 04/24/16	Police Assistant	15.5	\$764.62		
Sunday, 04/24/16	Police Officer	34.5	\$2,427.77		
Sunday, 04/24/16	Police Lieutenant	11.5	\$1,185.54		
				Total:	\$4,377.93
Total		376.5	\$27,013.15		\$27,013.15

TRAFFIC AND SECURITY SERVICES AGREEMENT

This **TRAFFIC AND SECURITY SERVICES AGREEMENT** ("Agreement") is made and entered into as of the _____ day of _____, 2016 by and between the IMG Worldwide and the City of Daly City ("Daly City").

BACKGROUND

A. LPGA is hosting the Swinging Skirts Classic Golf Tournament at the Lake Merced Golf and Country Club to be held from April 18-24, 2016 (the "Event").

B. It is estimated that the Swinging Skirts Classic could bring as many as 10,000 spectators per day to the Lake Merced Golf and Country Club and surrounding areas. Due to the increase in vehicle and pedestrian traffic, as well as the need to provide a secure environment for patrons and residents, the Daly City Police Department will need to provide an increased level of service during the Event.

C. Daly City has prepared a staffing plan involving on-duty and off-duty personnel assigned on an overtime basis and the City has estimated the cost of providing such services to the LPGA by way of IMG (International Management Group) Worldwide without the use of taxpayer money.

D. Daly City and IMG Worldwide desire to enter into this Agreement to set forth the agreement between the parties in connection with traffic and security provided by the Daly City Police Department during the Event.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IMG Worldwide and Daly City agree as follows:

1. Term

The term of this Agreement shall be for a period commencing upon execution of this Agreement and continuing until April 25, 2016; provided, however, that each party shall be obligated to fulfill its obligations which are accrued but unpaid or not performed as of the date of termination.

2. Scope of Services

City agrees to provide designated police officers to provide traffic and security during the Event. Specifically, the City will provide designated police officers for up to 5 traffic and security posts up to 12 hours each day during the Event. The scope of services is set forth more specifically in Exhibit A to the Agreement, which is attached and incorporated herein by reference.

3. Payment for Services

In consideration therefore, the IMG Worldwide agrees to reimburse the City for the services of the designated police officers at the estimated cost of **\$27,013.15**, which may be greater or less than the actual costs to deliver such services. The City will provide detailed invoices to IMG Worldwide for reimbursement of actual costs to provide such services during the Event. IMG Worldwide agrees to provide payment in accordance with the hourly rates of each designated officer as set forth in Exhibit A.

4. Method of Payment.

During the term of the Event, and following the Event, the City will submit an invoice to IMG Worldwide, setting out the number of officers assigned and the actual number of hours each officer worked. Upon receipt of such invoice, IMG Worldwide agrees to compensate the City within thirty (30) days of receipt of such invoice.

5. Records

The parties shall both maintain complete and accurate records, and books of account in accordance with generally accepted accounting principles, with respect to the services provided under this Contract.

6. Integration and Amendment

This Agreement, including the contents of any and all documents incorporated by reference, comprises the entire Contract and Agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein or incorporated by reference hereunder. Any amendments, additions, supplements or deletions to this Agreement must be in writing, with the mutual consent of the parties and signed by the parties. No action shall be taken pursuant to any such amendment, addition, supplement or deletion prior to the execution of such written instrument.

7. Indemnification

IMG Worldwide shall indemnify, defend and hold harmless the City, its officers, officials, agents and employees from and against any and all claims, suits, actions, judgments, fines, penalties, loss, damage, cost or expense, whether direct or indirect, due to bodily injury, personal injury, death, sickness or property damage (including loss of use thereof) arising out of the activities the subject of this Contract. Indemnification includes, claims of injury, medical costs and/or lost wages to the Employed Officer(s) for his or her injuries incurred by way of this secondary employment, such claims are those that would be covered under Workers Compensation and/or pursuant to California Labor Code §4850.

The duty to indemnify and hold harmless as set forth above, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Control Over Personnel

The City does not relinquish any of its otherwise existing control or ability to monitor, supervise or discipline its employees by virtue of entering into this Agreement. Each officer or employee who may perform services as a result of this Agreement still must adhere to the established orders, policies and procedures of the Police Department and/or City.

IMG Worldwide understands and agrees that all Police Department personnel performing under the scope of this Agreement continue to have the obligation of any on-duty or off-duty police officer to prevent the commission of crime occurring in his or her presence; and that Team's worker's compensation insurance, as required by the State of California, shall cover employed Daly City Police Officers during the performance of services under the scope of this Agreement

9. Governing Law

This Contract and all interpretations thereof shall be governed by the laws of the State of California.

10. Relationship of the Parties. The parties agree that this Agreement does not and shall not be construed as or constitute an agency, partnership or joint venture, or other fiduciary or confidential relationship between IMG Worldwide and Daly City.

11. Contract Liaison

Captain Patrick Hensley of the Daly City Police Department shall be the Contract Liaison for the purposes of this Contract on behalf of the City and any and all inquiries, correspondence or other communication shall be addressed to: Captain Patrick Hensley, Daly City Police Department, 333 90th Street, Daly City, CA 94015. However, only the City can authorize any change, amendment or interpretation of this Contract or its terms.

Ben Freeman shall be the Contract Liaison for the purposes of this Contract on behalf of IMG Worldwide and any and all inquiries, correspondence or other communication shall be addressed to: Ben Freeman, Swinging Skirts Classic LPGA Tournament, IMG Worldwide, 304 Park Avenue South, 5th Floor, New York, NY 10010.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date and year first above written.

CITY OF DALY CITY

By: _____

Name: _____

Title: _____

INTERNATIONAL MANAGEMENT GROUP

By: _____

Name: _____

Title: _____



City Council Agenda Report

Item # _____

Meeting Date: April 11, 2016

Subject: Adopt Vision Zero as a Policy Direction for Improving Traffic Safety for all Travel Modes in Daly City

Recommended Action

Staff recommends that the City Council adopt the Vision Zero traffic safety policy goal of eliminating traffic fatalities by facilitating safer streets and safer travel behaviors.

Background

At the November 9, 2015 City Council meeting, members of the Silicon Valley Bicycle Coalition shared the concepts of Vision Zero, an approach to traffic safety whose ultimate goal is to end traffic deaths and serious injuries. At the core of Vision Zero is the belief that death and injury on city streets is preventable – that, for the most part, these are not “accidents” that occur but collisions that could be avoided.

Vision Zero was first initiated in 1997 by Sweden as a street safety policy that strives for the elimination of traffic fatalities for all transportation modes. Over the subsequent decade, many European nations adopted Vision Zero programs and have achieved significant fatality reductions, for example: Sweden (39%), Switzerland (41%), Germany (45%), France (48%) and Spain (53%). More recently, cities in the United States have adopted Vision Zero as a policy direction, including San Francisco, San Jose, Fremont, Los Angeles, Seattle and New York City.

The core principles that guide Vision Zero are:

1. Traffic deaths are preventable and unacceptable.
2. Human life takes priority over mobility and other objectives of the road system. The street system should be safe for all users, for all modes of transportation, in all communities, and for people of all ages and abilities.
3. Human error is inevitable and unpredictable; the transportation system should be designed to anticipate error so the consequence is not severe injury or death. Advancements in vehicle design and technology area a necessary component toward avoiding the safety impacts of human errors and poor behaviors.
4. People are inherently vulnerable and speed is a fundamental predictor of crash survival. The transportation system should be designed for speeds that protect human life.
5. Safe human behaviors, education and enforcement are essential contributors to a safe system.

6. Policies at all levels of government need to align with making safety the highest priority for roadways.

Discussion

Daly City is rated 34 out of 56 California cities of similar size for traffic fatalities and injury crashes. During the six-year period between January 1, 2010 and December 31, 2015, there were 3,613 collisions in Daly City. Of those collisions, 364 collision involved pedestrians and five pedestrians were killed in Daly City.

To a large extent, Daly City is already implementing many of the best practices identified in Vision Zero programs. Daly City has installed over six miles of Class II bike lanes and will be installing nearly a mile of new Class II bike lanes on Geneva Avenue, including bulb-outs at various intersections later this year. The City installed bulb-outs and a new crosswalk at the Top-of-the-Hill a few years ago. Most recently, the City installed bulb-outs and a pedestrian flashing crosswalk between Westlake Shopping Center and the apartment buildings on Lake Merced Boulevard. Staff plans to continue making the city safer for pedestrians and bicyclists through the Central Corridor Bike/Ped Safety Improvements and Enhance Pedestrian and Bicycle Visibility Projects. Public Works staff were successful in obtaining nearly \$2.5 million in grant funding for these two projects.

Other efforts Daly City has adopted to support the Vision Zero policy include the Guiding Principles of the Grand Boulevard Initiative which challenges communities to rethink the corridor's potential for housing, urban development, balancing the need for cars and parking with viable options for transit, walking and biking. Daly City also adopted a Complete Streets Policy in 2012 so that roadways are designed to safely accommodate all users, including bicyclists, pedestrians, transit riders, children, older people and disable people as well as motorists. In addition, the City's General Plan includes Policy CE-13 to view transportation improvements (new and retrofit) as opportunities to improve safety, access and mobility for all travelers and recognize bicycle, pedestrian and transit modes as integral elements of the transportation system.

Adoption of this resolution will align Daly City's other policies and programs, such as the Pedestrian and Bicycle Master Plan. It will also focus conversations with residents, staff, school districts and other stakeholders to help the City achieve a singular goal of reducing death and serious injuries on our roads.

Fiscal Impact

The adoption of the policy will not have any significant fiscal impact at this time, since the City has already been designing and funding transportation safety projects consistent with the Goals of Vision Zero.

Summary/Conclusion

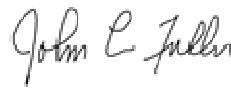
Staff recommends that the City Council adopt the Vision Zero traffic safety policy goal of eliminating traffic fatalities by facilitating safer streets and safer travel behaviors.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Shirley Chan
Traffic Engineer



John L. Fuller
Director of Public Works

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
ENDORISING VISION ZERO, FOR THE CITY OF DALY CITY TO STRIVE TO ACHIEVE
ZERO TRAFFIC DEATHS AND SERIOUS INJURIES ON DALY CITY STREETS

WHEREAS, the worldwide Vision Zero movement is founded on the belief that death and injury on city streets is unacceptable and preventable; and

WHEREAS, the life, safety and health of residents, employees and visitors to Daly City is the City Council's highest priority; and

WHEREAS, in the past six years there have been 364 collisions involving pedestrians and five people have lost their lives during this same time period as a result of collisions on streets in Daly City; and

WHEREAS, the City of Daly City has historically implemented programs, services and standards that are foundational to the Vision Zero movement that utilize education, targeted enforcement, implement best design practices, provide encouragement and incorporate evaluation to enhance traffic safety; and

WHEREAS, the City will increase in population by approximately 5.3 percent by 2030 and the majority of growth will result from infill development thereby increasing demand for safe walking and bicycling alternatives; and

WHEREAS, Vision Zero provides a framework for reducing traffic deaths to zero through a combination of safe engineering measures, education and enforcement practices; and

WHEREAS, Vision Zero has been adopted in many cities throughout the country, most notably in San Francisco, San Jose, Fremont, Los Angeles, Seattle and New York City; and

WHEREAS, the City previously adopted a resolution endorsing the Guiding Principles of the Grand Boulevard Initiative which challenges communities to rethink the corridor's potential for housing, urban development, balancing the need for cars and parking with viable options for transit, walking and biking; and

WHEREAS, the City adopted a Complete Streets Policy in 2012 so that roadways are designed to safely accommodate all users, including bicyclists, pedestrians, transit riders, children, older people and disabled people as well as motorists; and

WHEREAS, the City's General Plan includes Policy CE-13 to view transportation improvements (new and retrofit) as opportunities to improve safety, access and mobility for all travelers and recognize bicycle, pedestrian and transit modes as integral elements of the transportation system; and

WHEREAS, the Police Department enforces traffic laws to reduce unsafe behaviors like speeding, red-light running and failure to yield to pedestrians; and

WHEREAS, the Police Department educates the community on safe practices for all modes of travel (walking, bicycling and driving).

NOW THEREFORE BE IT RESOLVED by the Council of the City of Daly City that any or all resolution or portions of resolutions which are found to be in conflict with any of the above regulations are hereby rescinded and declared to be null and void.

BE IT FUTHER RESOLVED by the Council of the City of Daly City that it hereby adopts a vision of reducing traffic deaths to zero by prioritizing safety within current and future infrastructure projects in combination with public education and enforcement practices.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the _____ day of _____, 2016, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

Absent, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 11, 2016

Subject: Setting Time and Place for a Hearing on Proposed Planned Development PD-1-15-10255, Allowing a 71-lot Subdivision on a 6.96-acre Site Located at 1 Martin Street (Robertson Intermediate School site)

Recommended Action

Set time and place for a public hearing on April 25, 2016, to consider the proposed Planned Development PD-1-15-10255.

Background

BKF Engineers, on behalf of the Bayshore Elementary School District, has submitted an application to amend the City's General Plan, rezone to Planned Development, and subdivide a 6.96-acre property at the existing Robertson Intermediate School. The proposal includes a residential development totaling 71 single-family detached homes proposed in a "clustered courtyard" arrangement. Access to the subdivision would be provided by extending Martin Street as a public street to Linda Vista Drive, with homeowner-association owned and maintained courtyards providing access to individual homes from the Martin Street extension.

Staff is available to provide any additional information desired by the Mayor or Council members.

Respectfully submitted,

Michael Van Lonkhuysen
Planning Manager

Tatum Mothershead
Director of Economic and Community
Development