



AGENDA

SPECIAL CITY COUNCIL MEETING
Tuesday, September 17, 2013 – 6:25 p.m.
Hillside Conference Room

CITY COUNCIL MEETING
Tuesday, September 17, 2013 – 7:00 p.m.
City Council Chambers

Meeting Location
El Cerrito City Hall
10890 San Pablo Avenue, El Cerrito

Greg Lyman – Mayor

Mayor Pro Tem Janet Abelson
Councilmember Jan Bridges

Councilmember Rebecca Benassini
Councilmember Mark Friedman

6:25 p.m. ROLL CALL

CONVENE SPECIAL CITY COUNCIL MEETING
ORAL COMMUNICATIONS FROM THE PUBLIC

Remarks are limited to 3 minutes per person and to the items listed on the special meeting agenda only.

COMMISSION INTERVIEWS, STATUS AND APPOINTMENTS

Conduct interviews of candidates for city boards, commissions and committees. Interviews may result in an announcement of appointment at the meeting. The City Council may also discuss and determine the scheduling and structure of future interviews.

ADJOURN SPECIAL CITY COUNCIL MEETING

ROLL CALL

7:00 p.m. CONVENE CITY COUNCIL MEETING

1. **PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE** – Councilmember Rebecca Benassini.

2. **COUNCIL / STAFF COMMUNICATIONS** (*Reports of Closed Session, commission appointments and informational reports on matters of general interest which are announced by the City Council & City Staff.*)

3. **ORAL COMMUNICATIONS FROM THE PUBLIC**

All persons wishing to speak should sign up with the City Clerk. Remarks are typically limited to 3 minutes per person. The Mayor may reduce the time limit per speaker depending upon the number of speakers. Kindly state your name and city of residence for the record. Comments regarding non-agenda, presentation and consent calendar items will be heard first. Comments related to items appearing on the Public Hearing or Policy Matter portions of the Agenda are taken up at the time the City Council deliberates each action item. Individuals wishing to comment on any closed session scheduled after the regular meeting may do so during this public comment period or after formal announcement of the closed session.

4. **PRESENTATIONS**

A. Girl Scout Proclamation – *Presentation by Stephen Pree, Environmental Services Program Manager*

Approve a proclamation recognizing Girl Scout Troop 31352 for their outstanding contribution to the City for their planting of native plants for the beautification of the Tassajara Park Steps.

B. El Cerrito Stars Internship Program – *Presentation by Sukari Beshears, Employee Services Manager.*

Summary of the joint City of El Cerrito and the West Contra Costa Unified School District high school student internship program.

5. **ADOPTION OF THE CONSENT CALENDAR – Item Nos. 5A through 5H**

Consent Calendar items are considered to be routine by the City Council and will be enacted by one motion unless a request for removal for discussion or explanation is received prior to the time Council votes on the motion to adopt the Consent Calendar.

CITY COUNCIL ITEMS

A. Minutes for Approval

Approve the: 1) August 20, 2013, City Council meeting minutes; and 2) September 3, 2013 City Council meeting minutes.

B. Single-Use Bag Ordinance

(First reading August 20, 2013. Vote: Ayes – Councilmembers Abelson, Benassini, Friedman and Mayor Lyman; Noes – None; Absent – Councilmember Bridges)

Waive further reading and adopt Ordinance No. 2013–03 which amends the El Cerrito Municipal Code by adding Chapter 8.22 – El Cerrito Single-Use Bag Ordinance. This ordinance regulates the use of plastic carry-out bags and recyclable paper carry-out bags and promotes the use of reusable bags within the City.

C. Food Ware Ordinance

(First reading August 20, 2013. Vote: Ayes – Councilmembers Abelson, Benassini, Friedman and Mayor Lyman; Noes – None; Absent – Councilmember Bridges)

Waive further reading and adopt Ordinance No. 2013–04 which amends the El Cerrito Municipal Code by adding Chapter 8.24 – El Cerrito Food Ware Ordinance. This ordinance prohibits the use of expanded polystyrene disposable food ware and encourages the use of compostable, recyclable and reusable food ware.

D. Falls Prevention Awareness Week Proclamation

Approve a proclamation proclaiming the week of September 22–28, 2013 as “Fall Prevention Awareness Week” in the City of El Cerrito, and calling upon all residents and interested

groups to observe the week with appropriate activities that promote awareness of fall prevention.

E. Various Parking and Traffic Revisions

Adopt three separate resolutions authorizing the Public Works Director / City Engineer to:

1. Establish all-way stops at the following intersections: a) Barrett Avenue at Arlington Boulevard; b) Stockton Avenue at Ashbury Avenue; and c) Central Avenue at Ashbury Avenue;
2. Install a stop sign on Curry Avenue at Pomona Avenue; and
3. Install 40 feet of green curb marking in front of 10422 San Pablo Avenue.

F. Endorsement of the Agreement between the West Contra Costa Integrated Waste Management Authority and Republic Services for Post-Collection Processing and Landfill Disposal Service

Approve a recommendation advising Mayor Lyman or Councilmember Friedman to vote on the City Council's endorsement of the Agreement between the West Contra Costa Integrated Waste Management Authority and Republic Services, Inc. for Post-Collection Processing and Landfill Disposal when the Agreement is considered by the Authority Board of Directors (currently scheduled for October 10, 2013).

G. Quarterly Investment Report

Receive and file the City's Quarterly Investment Report for the period ending June 30, 2013.

CITY COUNCIL AND CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY ITEMS

H. Approval of a Loan Agreement between the City and Successor Agency, and Review and Authorize Submission of Draft Recognized Obligations Payment Schedule 13-14B (January – June 2014)

Adopt City Council and Successor Agency resolutions approving a cash flow loan agreement for consideration by the Oversight Board, and a Successor Agency resolution reviewing and authorizing submittal of the draft Recognized Obligations Payment Schedule 13-14B, covering the period January to June, 2014.

6. PUBLIC HEARING

Abatement of Fire Hazard Public Nuisances on Six Properties Pursuant to El Cerrito Municipal Code Chapter 16.26

Conduct a public hearing and upon conclusion adopt a resolution confirming the cost of abatement of public nuisance conditions resulting from the presence of weeds, rubbish, litter or other flammable material on private property designated in Exhibit A to the resolution as authorized by El Cerrito Municipal Code Chapter 16.26.

7. POLICY MATTERS

CITY COUNCIL ITEMS

A. Accept \$856,406 in Grant Funds from the Federal Emergency Management Agency and Appropriate \$95,156 for Matching Grant Funds for the Purchase of a 103' Aerial Ladder Truck from Hi-Tech Emergency Vehicle Services.

Staff requests that the City Council adopt a resolution taking the following actions:

1. Authorize the acceptance of \$856,406 in grant funds from the Federal Emergency Management Agency (FEMA);

2. Authorize the appropriation of \$951,562 of which \$856,406 will be received through the FEMA grant, a \$31,718 contribution by the Kensington Fire Protection District and the remaining \$63,438 in matching funds from the unrestricted General Fund balance; and
3. Authorize the City Manager to enter into a contract for the cooperative purchase of a 2014 Spartan four door cab and chassis with a 103' aerial ladder from Hi-Tech Emergency Vehicle Services in the amount of \$951,562.

B. Proposed Agreement between the City of El Cerrito and Republic Services, Inc. for Post-Collection Processing and Landfill Disposal Service

Adopt a resolution approving the proposed agreement between the City of El Cerrito and West County Resource Recovery, Inc., West Contra Costa Sanitary Landfill, Inc., Golden Bear Transfer Services, Inc. and Keller Canyon Landfill Company, Inc – all subsidiaries of Republic Services, Inc. (hereafter jointly referred to as Republic) – for Post-Collection Processing and Landfill Disposal Service, effective January 1, 2014 through December 31, 2025. Exempt from CEQA.

8. COUNCIL ASSIGNMENTS/LIAISON REPORTS – Held over from the August 20, 2013 City Council meeting.

A. Mayor Lyman Assignments: Commission/Committee Rules Subcommittee, Contra Costa County Mayors' Conference, Crime Prevention Committee, East Bay Green Corridor Principal, Human Relations Commission, Municipal Services Corporation Chair, Pension Trust Board Chair, Public Financing Authority Chair, San Pablo Avenue Area Specific Plan Committee, Successor Agency to the Former Redevelopment Agency Chair, Tree Committee, West Contra Costa Transportation Advisory Committee Alternate, West County Mayors' & Supervisors' Association and West County Integrated Waste Management Authority Delegate.

B. Mayor Pro Tem Abelson Assignments: Committee on Aging, Contra Costa County Mayors' Conference Alternate, Contra Costa Transportation Authority Board Chair, League of California Cities East Bay Division Delegate (also attends as the Council's Delegate to the Annual League Conference), Environmental Quality Committee, Municipal Services Corporation Vice-Chair, Pension Trust Board Vice-Chair, Successor Agency to the Former Redevelopment Agency Vice-Chair, West Contra Costa Transportation Advisory Committee Delegate and West County Mayors' & Supervisors' Association Alternate.

C. Councilmember Benassini Assignments: Association of Bay Area Governments General Assembly Delegate, Financial Advisory Board, Planning Commission, San Pablo Avenue Area Specific Plan Committee and Tom Bates Regional Sports Field Joint Powers Authority Alternate.

D. Councilmember Bridges Assignments: Tom Bates Regional Sports Field Joint Powers Authority Delegate and Design Review Board, Park and Recreation Commission.

Councilmember Friedman Assignments: Arts and Culture Commission, Association of Bay Area Governments General Assembly Alternate, Economic Development Board, Commission/Committee Rules Subcommittee, League of California Cities East Bay Division Alternate and West County Integrated Waste Management Authority Alternate.

9. ADJOURN CITY COUNCIL MEETING

The next City Council meeting is Tuesday, October 1, 2013 at 7:00 p.m. in the City Council Chambers, 10890 San Pablo Avenue, El Cerrito, California.

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| <ul style="list-style-type: none"> ▪ Council Meetings can be heard live on <u>FM Radio</u>, KECG – 88.1 and 97.7 FM and viewed live on <u>Cable TV</u> - KCRT-Channel 28 and AT&T Uverse Channel 99. The meetings are rebroadcast on Channel 28 the following Thursday and Monday at 12 noon, except on holidays. Live and On-Demand Webcast of the Council Meetings can be accessed from |
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the City's website <http://www.el-cerrito.org/ind-ex.aspx?NID=114>. Copies of the agenda bills and other written documentation relating to items of business referred to on the agenda are on file and available for public inspection in the Office of the City Clerk, at the El Cerrito Library and posted on the City's website at www.el-cerrito.org prior to the meeting.

- In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk, (510) 215-4305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title I).
- ***The Deadline for agenda items and communications*** is eight days prior to the next meeting by 12 noon, City Clerk's Office, 10890 San Pablo Avenue, El Cerrito, CA. Tel: 215-4305 Fax: 215-4379, email cmorse@ci.el-cerrito.ca.us
- IF YOU CHALLENGE A DECISION OF THE CITY COUNCIL IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE COUNCIL MEETING. ACTIONS CHALLENGING CITY COUNCIL DECISIONS SHALL BE SUBJECT TO THE TIME LIMITATIONS CONTAINED IN CODE OF CIVIL PROCEDURE SECTION 1094.6.
- The City Council believes that late night meetings deter public participation, can affect the Council's decision-making ability, and can be a burden to staff. City Council Meetings shall be adjourned by 10:30 p.m., unless extended to a specific time determined by a majority of the Council.



Special City Council Meeting
6:25 p.m.

Date: September 17, 2013
To: Honorable Mayor and Members of the City Council
From: Cheryl Morse, City Clerk *CM*
Subject: Commission Interviews

MARCH 19 INTERVIEW SCHEDULE

Candidates listed below are scheduled for interview this evening:

6:25 p.m.	Antonio Ubalde	[EDB only]
6:40 p.m.	Tess Taylor	[EDB and ACC]

BACKGROUND

The City Clerk has received four applications for the EDB: Tess Taylor, Antonio Ubalde, Orit Weksler and Bruce Yow. Mr. Ubalde and Ms. Taylor are scheduled for interview this evening. Staff hopes to schedule Messrs. Weksler and Yow on October 1.

Current vacancies are noted on the attached vacancy announcement (Attachment 1). Staff will be posting the annual Maddy Act Local Appointments List pursuant to GC §54970 on the City's website next week and will also include it on the October 1 City Council agenda as an information item. The Local Appointments List identifies all current board and commission members whose terms will expire on January 1, 2014.

Attachments:

1. Vacancy Announcement
2. EDB Candidate Applications
3. Possible Interview Questions

**APPLICATIONS SOUGHT FOR EL CERRITO'S BOARDS, COMMISSIONS
AND COMMITTEES**

ARTS AND CULTURE COMMISSION (1 Vacancy)
CITIZENS STREET OVERSIGHT COMMITTEE (1 Vacancy)
CRIME PREVENTION COMMITTEE (8 Vacancies)
ECONOMIC DEVELOPMENT BOARD (1 Vacancy)
ENVIRONMENTAL QUALITY COMMITTEE (4 Vacancies)
FINANCIAL ADVISORY COMMITTEE (1 Vacancy)
HUMAN RELATIONS COMMISSION (1 Vacancy)
WCCUSD BOND OVERSIGHT COMMITTEE (Alternate)

The El Cerrito City Council is seeking applicants interested in serving on its Boards, Commissions and Committees. The City has 13 boards, commissions and committees on which approximately 80 residents serve as members. Currently, several commissions and committees have vacancies with more vacancies scheduled as terms expire at the end of the year. If you are interested in serving, please submit an application to the City Clerk, 10890 San Pablo Avenue, El Cerrito, CA 94530. Vacancy information and [application forms](#) may be obtained by contacting the City Clerk at 215-4305 or by downloading the application form from the City's website at <http://www.el-cerrito.org>.

Members of Boards, Commissions and Committees provide an invaluable service to our community. The detailed study and considered recommendations of our local advisory bodies are often catalysts for innovative programs and improved services. Serving as a commissioner or committee member can be a rewarding experience for community service minded residents. It is an excellent way to participate in the functioning of local government and to make a personal contribution to the improvement of our community. Commissioners are appointed by the City Council for terms of four years. Commission meetings are generally held once a month during evening hours.

Please consider submitting an application now! For additional information please contact the City Clerk at 215-4305.



**September 17, 2013
Special City Council Meeting**

Commission Interviews

**Attachments 2 and 3 – Commission Candidate Applications
and Interview Questions**

Hardcopies are available for review at:

Office of the City Clerk
10890 San Pablo Avenue
El Cerrito, CA
(510) 215-4305

and

The El Cerrito Library
6510 Stockton Avenue
El Cerrito, CA

***EL CERRITO CITY COUNCIL PROCLAMATION
Recognizing Girl Scout Troop 31352 for their outstanding contribution
to the City for the beautification of the Tassajara Park Steps***

WHEREAS, Girl Scouts of the USA is the largest organization for girls in the world;
and

WHEREAS, the Girl Scouts develop their leadership potential through activities that enable them to discover their values, skills and the world around them; connect with others in a multicultural environment, and take action to make a difference in the world;
and

WHEREAS, early in 2013 Girl Scout Troop 31352 envisioned funding a community service project with earnings from their sale of Girl Scout cookies and contacted El Cerrito Trail Trekkers founder David Weinstein to help select a project site and consulted with Recreation and Parks Commissioner Robin Mitchell for California native plant selection and obtained the City's authorization to proceed; and

WHEREAS, the individual members of Girl Scout Troop 31352 each designed and planted one of nine planting squares on May 30, 2013 and agreed to water and care for the plants until they become established; and

WHEREAS, each member of the troop has taken turns hand watering and caring for the plants all summer and have received a Junior Girl Scout Bronze Award for their service; and

WHEREAS, the names of the girls in Troop 31352 who participated in this project are Jamie Brune, Margaret Campbell, Christina Fadelli, Elena Griedel, Sophie Hanin, Madison Kortz, Isabella Rubenaker, Victoria Tyler, Valencia White, their Troop Leader Maya Arechiga and Troop Co-Leader Bethany Campbell.

NOW THEREFORE, the City Council of the City of El Cerrito hereby commends Girl Scout Troop 31352 for its devotion to the Girl Scout mission and values. The City Council extends sincere appreciation to Girl Scout Troop 31352 for their innovative efforts to serve and beautify their community in the City of El Cerrito.

Dated: September 17, 2013

Gregory B. Lyman, Mayor

EL CERRITO CITY COUNCIL

MINUTES

CITY COUNCIL MEETING
Tuesday, August 20, 2013 – 7:00 p.m.
City Council Chambers

Meeting Location
El Cerrito City Hall
10890 San Pablo Avenue, El Cerrito

Greg Lyman – Mayor

Mayor Pro Tem Janet Abelson
Councilmember Jan Bridges

Councilmember Rebecca Benassini
Councilmember Mark Friedman

ROLL CALL

Present: Councilmembers Abelson, Benassini, Friedman and Mayor Lyman.

Absent: Councilmember Bridges.

7:00 p.m.

CONVENE CITY COUNCIL MEETING

Mayor Lyman convened the regular City Council meeting at 7:05 p.m.

1. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE was led by Mayor Pro Tem Abelson.

2. COUNCIL / STAFF COMMUNICATIONS

Councilmember Benassini stated that El Cerrito is one of nine cities that recently adopted a more streamlined checklist based solar permit process and also noted that the City's solar fees are among the lowest among the same nine cities. The Contra Costa Library will convene a town hall meeting on September 9 at 7:00 p.m. in City Hall to receive input on its strategic plan. On August 25 from 1-4 p.m., the City is hosting a three mile walking tour of the northern hills of El Cerrito in which residents can provide input on how bicycle and pedestrian pathways can be improved. Councilmember Benassini also reported that some El Cerrito Firefighters along with other firefighters in Contra Costa County have been deployed to Stanislaus County to help with fire fighting and wished them well.

3. ORAL COMMUNICATIONS FROM THE PUBLIC

Tom Panas, El Cerrito, stated that he Library is encouraging the public to sign up for the Library Strategic Plan Town Hall meeting on the city's website or through the County's website. Mr. Panas encouraged all to engage fully in the creative process when considering a new library and break the bonds of conventional thinking and library planning.

Ralph Boniello, El Cerrito, invited all to participate in a work party at Creekside Park on Saturday, August 24 at 10:00 a.m. to help pick up trash and remove invasive plants and to

also participate in other ongoing creek related projects.

4. PRESENTATIONS – *None*.

5. ADOPTION OF THE CONSENT CALENDAR – Item Nos. 5A through 5H

Moved, seconded (Abelson/Benassini; Ayes – Councilmembers Abelson, Benassini, Friedman and Mayor Lyman; Noes – None; Absent – Councilmember Bridges) and carried to approve Consent Calendar Item Nos. 5A through 5F and 5H as indicated below. Item No. 5G was removed from the Consent Calendar at the request of the City Attorney and voted on separately as indicated below.

A. Minutes for Approval

Approve the July 16, 2013, 2013 Special City Council and July 16, 2013 Concurrent City Council/Public Financing Authority and Pension Trust Board meeting minutes.

Action: Approved minutes.

B. City Classification Plan Amendments

Adopt a resolution amending the City's Classification Plan to establish the class of Community Service Officer with an initial salary range of \$4,110 to \$4,902 per month and approve a side letter of agreement between the City and the Police Employees Association to include the classification of Community Service Officer.

Action: Adopted Resolution No. 2013–39.

C. Reject Bids for Ohlone Greenway Natural Area and Rain Garden Project – City Project No. C–3067

Adopt a resolution for the Ohlone Greenway Natural Area and Rain Garden Project, City Project No. C–3067 approving the following actions:

1. Grant the request for relief of bid from Star Construction;
2. Reject the two remaining submitted bids; and
3. Authorize City Staff to proceed with value engineering measures and re-advertise the project for public bid.

Action: Adopted Resolution No. 2013–40.

D. 2013 Street Improvement Program – City Project No. C–3072

Adopt a resolution approving the following actions:

1. Approve plans for the 2013 Street Improvement Program Project, City Project No. C-3072; and
2. Authorize the City Manager to award a contract, contingent on successful negotiations with VSS International, Inc. (the lowest responsible bidder for the project), for a deductive change order after undergoing a value engineering process which is not inconsistent with the revised budget for the 2013 Street Improvement Program, City Project No. C–3072.

Action: Adopted Resolution No. 2013–41.

E. Establish School Zone Speed Limit on Lincoln Avenue 500 Feet West of Ashbury Avenue

Adopt a resolution establishing a school zone speed limit of 15 miles per hour (mph) on Lincoln Avenue 500 feet west of Ashbury Avenue.

Action: Adopted Resolution No. 2013–42.

F. Consultant Services Agreement with Goldfarb & Lipman LLP for Legal Services

Adopt a resolution authorizing the City Manager or his designee to execute a consultant services agreement with Goldfarb & Lipman LLP for legal services related to the implementation of AB1x26 and the City’s affordable housing program.

Action: Adopted Resolution No. 2013–43.

G. Authorize Short Term Cash Loan from Municipal Services Corporation

Adopt a resolution authorizing the City to enter into a short-term no interest cash loan from the Municipal Services Corporation.

Action: Removed from the Consent Calendar at the request of the City Attorney. Moved, seconded (Friedman/Benassini; Ayes – Councilmembers Abelson, Benassini, Friedman and Mayor Lyman; Noes – None; Absent – Councilmember Bridges) and carried to adopt Resolution No. 2013–44.

H. Local Agency Investment Fund (LAIF) Authorization

Adopt a resolution authorizing the City Manager and Finance Director/City Treasurer to conduct investment transactions with the Local Agency Investment Fund (LAIF).

Action: Adopted Resolution No. 2013–45.

6. PUBLIC HEARING

Appeal of the Planning Commission’s Approval of a Conditional Use Permit to Allow a Wireless Telecommunications Facility on an Existing Utility Pole Near 851 Seaview Drive

Conduct a public hearing and upon conclusion adopt a resolution denying an appeal of the Planning Commission’s approval of a Conditional Use Permit to allow a wireless telecommunications facility on an existing utility pole near 851 Seaview Drive.

Councilmember Benassini reported that she received several emails addressed to the Council. Chon Jin Lee, one of the appellants, sent her detailed emails that provided ideas for alternatives to the project. Mr. Lee also provided information about how signals could be relayed on Moeser Lane and how AT&T could use some of the City’s existing infrastructure to place their fiber optic along infrastructure in the hills or consolidate the antennae into a larger antennae. Mr. Lee also provided a number of images of other AES networks that could hide in lamp poles or other devices better than what the current proposal offers. Councilmember Benassini also received a number of comments from Mary Renfro who expressed concerns regarding CEQA and a full environmental analysis not being done. Ken Mintz, from AT&T, provided post-cards that support AT&T just before the meeting.

Presenters: Margaret Kavanaugh-Lynch, Development Services Manager, Sean Moss, Senior Planner and Sky Woodruff, City Attorney.

Applicant: Ken Mintz, External Affairs, and Matt Yergovich, AT&T. *Presentation and rebuttal.*

Appellant: Chong Jin Lee, El Cerrito. *Presentation and rebuttal.*

Mayor Lyman opened the public hearing. 13 speakers.

Diana Inchauspe, El Cerrito, spoke in opposition to the proposed antennae and stated that the

AT&T project is ugly, may contribute to the deterioration of the landscape and would reduce property values. Ms. Inchauspe also cited a World Health Organization health study that stated more research is needed and that the question regarding potential health risks is unresolved. Ms. Inchauspe urged the City Council to uphold the appeal and deny the project to give the City and AT&T more time to explore other options and provide the best solution to serve the community.

Paul Menkes, El Cerrito, spoke in opposition to the proposed antennae, primarily due to the obstruction of views and aesthetics. Mr. Menkes also stated that he is an AT&T customer who has a great signal at his house. Mr. Menkes urged the City Council to have AT&T come back with a different solution.

Judith Rosen, El Cerrito, spoke in opposition to the proposed antennae and raised issues regarding seismic safety, equity and aesthetics.

Alison Shimada, El Cerrito, stated that procedures and processes were not clear and stated that it is improper to proceed without all of the residents input. Ms. Shimada stated that she did not find any arguments for the antennae to be convincing to her, expressed other concerns with the proposed antennae and stated that the Council should represent the views of the residents.

Pamela Fingado, El Cerrito, asked the Council to deny use permits for the proposed AT&T project, reject the use of the utility pole for the antennae and uphold the appeal. Ms. Fingado explained that the Design Review Board had stated that the project did not support the visual aesthetics of the neighborhood and that alternatives should be considered. Ms. Fingado also stated that an environmental study on the safety of the poles during an earthquake needs to be performed.

William Fingado, El Cerrito, expressed concerns regarding seismic activity, the utility pole, and aesthetics of the antennae. Mr. Fingado stated that AT&T can do a better job on the location and design and that there are alternatives [to this project].

Mary K. Johansson, El Cerrito, expressed concerns with the proposed antennae, including noise, and stated that there has been poor communication about the antennae. Ms. Johansson asked that alternatives be looked at in other locations and suggested Huber Park as a possible location. She stated that she gets great AT&T reception in her house.

Paulina Lee, El Cerrito, stated that she bought her house within the past year and would not have purchased her home if she knew the view would be obstructed by the proposed antennae. Ms. Lee said she does not have a land line and relies on her existing cell coverage.

Mary Shaughnessy, El Cerrito, stated that she is an AT&T customer within Node 3. Ms. Shaughnessy also stated that she is an AT&T customer that has no problem with cell coverage. Ms. Shaughnessy stated that the antennae is not within the City's best interests and asked that the City develop a comprehensive plan for cell phone coverage.

David Zemanek, El Cerrito, spoke in opposition to the antennae and asked that AT&T find another solution. Mr. Zemanek stated that cell service is good, expressed concerns with view impacts and reduced property values. Mr. Zemanek asked that AT&T meet with the neighborhood to come up with a better solution and pay for an independent consultant.

Austin Roorda, El Cerrito, spoke in opposition to the antennae and asked that the potential benefit of placing services on Moeser Avenue be looked at.

Mary Renfro, El Cerrito, stated that the City Council must decide whether the applicant has convinced the Council that there is a significant gap in coverage and that [the AT&T antennae proposal] is the least intrusive means. Ms. Renfro also stated that M2 coverage

could be employed on an individual basis. Ms. Renfro asked the Council to grant the appeal, deny the project, and if the Design Review Board decision is appealed expect to see the neighborhood back before the Council again.

Mardi Veiluva, Walnut Creek, reported on an AT&T appeal in Walnut Creek that she participated in and urged the Council to require an independent gap analysis.

Moved, seconded (Friedman/Benassini; Ayes – Councilmembers Abelson, Benassini, Friedman and Mayor Lyman; Noes – None; Absent – Councilmember Bridges) and carried to close the public hearing.

Action: Moved, seconded (Friedman/Benassini; Ayes – Councilmembers Abelson, Benassini, Friedman and Mayor Lyman; Noes – None; Absent – Councilmember Bridges) and carried to adopt Resolution No. 2013–46 to deny the appeal and as further amended by Councilmember Friedman to include the following conditions: 1) A consultant selected by the City shall perform a gap analysis that will be paid for by AT&T; 2) For the first five years that the facility is operating, AT&T shall provide an annual report from an independent consultant analyzing whether the facility complies with operational requirements; 3) The pole will be inspected jointly by AT&T and the City. If the pole is found to be inadequate by either party, it will be replaced at AT&T’s expense; 4) A noise report shall be conducted that is satisfactory to City Staff; and 5) AT&T shall present to the Design Review Board, alternative design plans for the existing proposed pole as well as an alternative that would reach AT&T’s coverage objectives and allow for the possibility of a brand new pole. The motion was further amended by Mayor Lyman to modify the 8th finding in the resolution as follows:

8. The applicant investigated alternative locations including the adjacent existing telephone poles like Blake Garden, Huber Park and the First Unitarian Church of Berkeley and Kensington. At all of these alternative sites it was either not feasible to meet the applicant’s coverage objectives or the sites were more visible. The California Public Utilities Commission, through General Order 95, requires a minimum separation requirement of six feet between antennas and existing electrical lines. It is therefore not feasible to lower the elevation of the proposed antennas and meet the applicant’s coverage objective. operates wireless telecommunications facilities at El Cerrito Plaza and 6830 Stockton Avenue. The topography of this portion of El Cerrito provides coverage challenges. The proposed facility will extend the existing utility pole to the minimum height required for separation from existing utilities and to provide coverage.

7. POLICY MATTERS

A. Single Use Bag Ordinance

Introduce by title, waive any further reading, and approve an ordinance amending the El Cerrito Municipal Code by adding Chapter 8.22 – El Cerrito Single-Use Bag Ordinance.

Presenter: Garth Schultz, Operations and Environmental Services Manager.

Speakers: Maya James, spoke in support for the proposed ordinance.

Ralph Boniello, described the impacts of plastic on the environment, expressed support for the proposed ordinance and the Council’s leadership on this issue in Contra Costa County and the State of California.

Mayor Lyman combined the presentation and public comment on Item Nos. 7(A) and 7(B). Action on both items were taken up by separate motion as indicated below.

Action: Moved, seconded (Friedman/Abelson; Ayes – Councilmembers Abelson, Benassini, Friedman and Mayor Lyman; Noes – None; Absent – Councilmember Bridges)

and carried to adopt first reading of Ordinance No. 2013–03. *Adoption of the ordinance is scheduled for consideration on September 17, 2013.*

B. Food Ware Ordinance

Introduce an ordinance, waive any further reading, and approve an ordinance amending the El Cerrito Municipal Code by adding Chapter 8.24 – El Cerrito Food Ware Ordinance.

Presenter: Garth Schultz, Operations and Environmental Services Manager.

Action: Moved, seconded (Friedman/Abelson; Ayes – Councilmembers Abelson, Benassini, Friedman and Mayor Lyman; Noes – None; Absent – Councilmember Bridges) and carried to adopt first reading of Ordinance No. 2013–04. *Adoption of the ordinance is scheduled for consideration on September 17, 2013.*

C. Annual League of California Cities Conference Resolutions

Confirm Mayor Pro Tem Abelson’s appointment as voting delegate at the 2013 League of California Cities Annual Conference and Councilmember Friedman as the alternate, and provide direction to Mayor Pro Tem Abelson regarding the following 2013 League of California Cities Conference resolutions:

1. Water Bond Funds [sponsored by Los Angeles County]
League Recommendation: Approve
2. Public Safety Realignment [Public Safety Committee]
League Recommendation: Approve

Action: Moved, seconded (Abelson/Friedman; Ayes – Councilmembers Abelson, Benassini, Friedman and Mayor Lyman; Noes – None; Absent – Councilmember Bridges) and carried to support the League of California Cities position on the Water Bond Fund and Public Safety Re-alignment resolutions and confirm the appointment of Mayor Pro Tem Abelson as voting delegate at the annual conference.

8. COUNCIL ASSIGNMENTS/LIAISON REPORTS

All reports were held over to the September 17, 2013 City Council meeting.

SUPPLEMENTAL COMMUNICATIONS AND REPORTS

Item No. 6 Appeal of the Planning Commission’s Approval of a Conditional Use Permit to Allow a Wireless Telecommunications Facility on an Existing Utility Pole Near 851 Seaview Drive

1. Comments on DAS Antennae – *Submitted by Jon Celesia.*
2. Wireless facilities appeal August 20 – *Submitted by Mary Renfro, El Cerrito.*
3. Please, no cell antennae or towers in EC residential areas – *Submitted by Steve Brown, El Cerrito.*
4. I support cell antennas in the EC Hills – *Submitted by Michael Emery, El Cerrito.*
5. No DAS wireless antennae in El Cerrito – *Submitted by Karol Doi, El Cerrito.*
6. Wireless antennae – *Submitted by Jacqueline Lasahn.*
7. Verizon/AT&T cell tower buzz – *Submitted by Al Miller.*
8. Objection to DAS wireless antennae in El Cerrito – *Submitted by Kathleen Meadows, El Cerrito.*
9. Opposition to DAS wireless antennae in El Cerrito – *Submitted by Jackie Olson, El Cerrito.*
10. Objection to DAS wireless antennae in El Cerrito – *Submitted by Ayako Takamatsu, El Cerrito.*
11. Re Cell phone tower on Colusa and elsewhere in El Cerrito – *Submitted by Joshua Whitmer and Rebecca Butler, El Cerrito.*

12. Protection from cell towers – *Elena, El Cerrito.*

Item No. 7(A) Single Use Bag Ban Ordinance (and single use ban and styrofoam combined)

- 13. Comments supporting the single use bag ban – *Submitted by Timothy James, Manager, Local Government Relations, California Grocers Association.*
- 14. Forwarded webpage regarding support for proposed single-use bag and food ware ordinances – *Submitted by Citizens for East Shore Parks.*
- 15. Support single use bag and foodware ordinance – *Submitted by Mark Murray, Californians Against Waste.*
- 16. Opposition to proposed plastic bag ordinance – *Submitted by Daniel Bruhn.*
- 17. Opposition to proposed single use bag ordinance – *Submitted by Tim Montgomery, El Cerrito.*
- 18. Support City action to ban plastic bags and require stores charge for paper – *Submitted by Samantha Meyer, Zero Waste Coordinator, Clean Water Action.*
- 19. Support for Single-use plastic bag and expanded polystyrene food container ban in El Cerrito – *Submitted by Anthony DeCicco, Education Director, Golden Gate Audubon Society.*
- 20. Single-use bag ordinance and food ware ordinance – *Submitted by Patricia Jones, Executive Director, Citizens for East Shore Parks.*
- 21. Support for draft single-use bag ordinance and draft food ware ordinance – *Submitted by Susan Schwartz, President, Friends of Five Creeks.*
- 22. Support for ban on plastic bags and Styrofoam food containers – *Submitted by Norman LaForce, Chair, Sierra Club West County Group.*

Item No. 7(B) Food Ware Ordinance

- 23. Opposition to proposed ordinance to prohibit the use of expanded polystyrene food ware – *Submitted by Javier M. Gonzalez, Director of Local Government Affairs, California Restaurant Association.*
- 24. Oppose polystyrene foodservice ban – *Submitted by Ryan Kenny, Manager, State Affairs, American Chemistry Council.*
- 25. Support City action to ban polystyrene foam food packaging – *Submitted by Samantha Meyer, Zero Waste Coordinator, Clean Water Action.*
- 26. *See also, Item 7(A) above.*

SUPPLEMENTAL COMMUNICATIONS AND REPORTS II

(Submitted at the August 20, 2013 City Council meeting)

Item No. 6 Appeal of the Planning Commission's Approval of a Conditional Use Permit to Allow a Wireless Telecommunications Facility on an Existing Utility Pole Near 851 Seaview Drive

- 27. Petition to the City of El Cerrito Planning Commission – *Submitted by Chong Jin Lee, Appellant.*
- 28. Powerpoint presentation – *Submitted by Chong Jin Lee, Appellant.*
- 29. Re: Wireless facilities appeal August 20: Administrative Record Part 2 – *Submitted by Mary Renfro, El Cerrito.*
- 30. Two photos and two maps – *Submitted by Judith Rosen, El Cerrito.*
- 31. New Cingular Wireless PCS, LLC response to appeal from the Planning Commission's approval of Development Review Application No. PL13-0006 DAS Node in public right-of-way

near 851 Seaview Drive – *Submitted by John di Bene, AT&T.*

Item No. 7(A) Single-Use Bag Ordinance and 7(B) Food Ware Ordinance

32. Vendors of Compostable or Recycle Food Service Ware and Bags – *Submitted by Ralph Boniello, El Cerrito.*

Other:

33. Comments on Contra Costa Library strategic planning process and ideas for the library – *Submitted by Tom Panas, El Cerrito.*

Moved, seconded (Friedman/Benassini; Ayes – Councilmember Abelson, Benassini, Friedman and Mayor Lyman; Noes – None; Absent – Councilmember Bridges) and carried to extend the meeting to 11:00 p.m.

Moved, seconded (Benassini/Friedman; Ayes – Councilmember Abelson, Benassini, Friedman and Mayor Lyman; Noes – None; Absent – Councilmember Bridges) and carried to extend the meeting to 11:10 p.m.

Moved, seconded (Abelson/Friedman; Ayes – Councilmember Abelson, Benassini, Friedman and Mayor Lyman; Noes – None; Absent – Councilmember Bridges) and carried to extend the meeting to 11:20 p.m.

9. ADJOURNED CITY COUNCIL MEETING at 11:16 p.m.

EL CERRITO CITY COUNCIL

MINUTES

CITY COUNCIL MEETING
Tuesday, September 3, 2013 – 7:00 p.m.
City Council Chambers

Meeting Location
El Cerrito City Hall
10890 San Pablo Avenue, El Cerrito

Greg Lyman – Mayor

Mayor Pro Tem Janet Abelson
Councilmember Jan Bridges

Councilmember Rebecca Benassini
Councilmember Mark Friedman

ROLL CALL

Councilmembers Abelson, Benassini, Bridges, Friedman and Mayor Lyman all present.

7:00 p.m.

CONVENE CITY COUNCIL MEETING

Mayor Lyman convened the City Council meeting at 7:02 p.m.

- 1. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE** was led by Councilmember Bridges.
- 2. COUNCIL / STAFF COMMUNICATIONS** – *None*.
- 3. ORAL COMMUNICATIONS FROM THE PUBLIC** – *None*.
- 4. PRESENTATIONS** – *None*.
- 5. ADOPTION OF THE CONSENT CALENDAR** – *None*.
- 6. PUBLIC HEARING** – *None*
- 7. POLICY MATTERS**
 - A. Tax Anticipation Notes**

Adopt a Resolution authorizing the City Manager to enter into an agreement with Westamerica Bank for the issuance of \$5,017,000 in Tax Anticipation Notes and to approve \$29,315 for associated legal and other transaction costs.

Presenter: Lisa Malek-Zadeh, Finance Director.

Action: Moved, seconded (Friedman / Abelson) and carried unanimously to adopt Resolution No. 2013–47.

- 8. COUNCIL ASSIGNMENTS/LIAISON REPORTS** – *Held over to the September 17, 2013 City Council meeting.*
- 9. ADJOURNED CITY COUNCIL MEETING** at 7:08 p.m.

ORDINANCE NO. 2013-03

AN ORDINANCE OF THE CITY OF EL CERRITO REGULATING THE USE OF PLASTIC CARRY-OUT BAGS AND RECYCLABLE PAPER CARRY-OUT BAGS AND PROMOTING THE USE OF REUSABLE BAGS WITHIN THE CITY

SECTION 1. Findings.

WHEREAS, single-use carry-out bags have been associated with significant environmental impacts, including greenhouse gas emissions, harm to wildlife, solid waste generation, and constitute a high percentage of litter, which is unsightly and costly to clean up; and

WHEREAS, littering single-use bags can result in blocked storm drains, fouled waterways, and increased marine debris; and

WHEREAS, even properly disposed or recycled plastic single-use bags cause operational problems at solid waste transfer stations, landfills, and recyclables collection and processing facilities; and

WHEREAS, the City of El Cerrito has a substantial interest in protecting its waterways, environment, and taxpayers from the negative impacts from single-use carry-out bags; and

WHEREAS, there are several alternatives to single-use carry-out bags readily available to El Cerrito residents and shoppers; and

WHEREAS, studies document that banning single-use plastic bags and charging for single-use paper bags will dramatically reduce the use of both types of bags; and

WHEREAS, the West Contra Costa Integrated Waste Management Authority (“Authority”) has developed a single-use bag reduction model ordinance for potential consideration and adoption by its member agencies, including El Cerrito; and

WHEREAS, on April 11, 2013 the Authority Board certified an Environmental Impact Report (“EIR”) for its model ordinance and recommended that each Authority member agency consider adopting the model ordinance; and

WHEREAS, the City intends this ordinance to fall within the scope of the Authority’s EIR and has, therefore, modeled this ordinance on the Authority’s draft ordinance; and

WHEREAS, the City has reviewed the Authority’s EIR and finds that there are no significant environmental impacts relating to the City’s adoption of prohibitions on plastic bag use that were not addressed in the Authority’s EIR.

NOW THEREFORE, the City Council of the City of El Cerrito does hereby ordain as follows:

SECTION 2. Amendment of Municipal Code. Title 8 of the El Cerrito Municipal Code is hereby amended to add a new Chapter 8.22 and shall read as follows:

8.22.010 - Title.

This Ordinance shall be known as the El Cerrito Single Use Bag Ordinance. The City of El Cerrito hereinafter shall be called "City." This Ordinance shall be applicable in the incorporated territory of the City.

8.22.020 - Operative Date.

This Ordinance shall become operative on January 1, 2014 and shall become enforceable on July 1, 2014.

8.22.030 - Purpose.

It is the intent of the City of El Cerrito in enacting Chapter 8.22 to reduce the common use of single-use carry-out bags and to encourage the use of reusable bags by consumers and retailers in El Cerrito.

8.22.040 - Definitions.

The following definitions apply to this Ordinance:

- A. "Carry-out Bag" means a bag other than a Reusable Bag provided at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment. Carry-out Bags do not include bags provided to the Customer to contain produce, bulk food or meat from a produce, loose bulk food or meat department within a store to the point of sale.
- B. "Customer" means any person purchasing goods from a Retail Establishment.
- C. "Nonprofit Charitable Reuser" means a charitable organization, as defined in Section 501(c)(3) of the Internal Revenue Code of 1986, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than fifty percent (50%) of its revenues from the handling and sale of those donated goods or materials.
- D. "Operator" means the person in control of, or having the responsibility for, the operation of a Retail Establishment, which may include, but is not limited to, the owner of the Retail Establishment.

- E.** “Person” means any natural person, firm, corporation, partnership, or other organization or group however organized.
- F.** “Plastic Bag” means any bag made predominantly of plastic derived from either petroleum, ethylene derived from natural gas, or a biologically-based source, such as corn or other plant sources, which is provided to a Customer at the point of sale. Plastic Bags include: compostable and biodegradable bags but does not include Reusable Bags, Produce Bags, or Product Bags.
- G.** “Postconsumer Recycled Material” means a material that has completed its life cycle as a consumer item, would otherwise be destined for solid waste disposal, but is recycled. "Postconsumer Recycled Material" does not include materials and by-products generated from, and commonly reused within, an original manufacturing and fabrication process.
- H.** “Prepared Food” means food or beverages, which are served, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared on the Food Provider's premises. For the purposes of this ordinance, Prepared Food does not include raw, butchered meats, fish and/or poultry sold from a butcher case or similar retail appliance. Prepared Food may be eaten either on or off the premises, also known as "take-out food".
- I.** “Produce Bag” or “Product Bag” means any bag without handles used exclusively to carry produce, meats, or other food or goods to the point of sale inside a Retail Establishment, or to prevent such items from coming into direct contact with other purchased items, or to hold prescription medication dispensed from a pharmacy.
- J.** “Recyclable” means material that can be sorted, cleansed, and reconstituted using El Cerrito’s available recycling collection programs for the purpose of using the altered form in the manufacture of a new product. "Recycling" does not include burning, incinerating, converting, or otherwise thermally destroying solid waste.
- K.** “Recycled Paper Bag” means a paper bag provided at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the establishment and that meets all of the following requirements: (1) contains no old growth fiber, (2) is one hundred percent (100%) recyclable overall and contains a minimum of forty percent (40%) Postconsumer Recycled Material; (3) displays the words “Reusable and Recyclable” in a highly visible manner on the outside of the bag; (5) displays the percentage of Postconsumer Recycled Material used; and (6) and displays the name and location of the manufacturer.

- L.** “Restaurant” means a restaurant, take-out food establishment, or any other business that receives 90% or more of its revenue from the sale of Prepared Food to be eaten on or off its premises.
- M.** “Reusable Bag” means a bag with handles that is specifically designed and manufactured for multiple reuse and meets all of the following requirements: (1) has a minimum lifetime of 125 uses, which for purposes of this subsection, means the capability of carrying a minimum of 22 pounds 125 times over a distance of at least 175 feet; (3) is machine washable or capable of being cleaned and disinfected; (4) does not contain lead, cadmium, or any other heavy metal in toxic amounts as defined by applicable State and Federal standards and regulations for packaging or Reusable Bags (5) if made of plastic, is a minimum of at least 2.25 millimeters thick.
- N.** “Retail Establishment” means any commercial establishment that sells perishable and nonperishable goods including, but not limited to, clothing, food and personal items directly to the Customer, and is located within or doing business within the geographical city limits of the City of El Cerrito. Retail Establishments do not include Restaurants or Nonprofit Charitable Reuser organizations.
- O.** “Single-Use Carry-out Bag” means a bag other than a Reusable Bag provided at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment. Single-Use Carry-out Bags do not include bags without handles provided to the Customer to transport produce, bulk food or meat from a produce, bulk food or meat department within a store to the point of sale.

8.22.040 – Plastic Carry-out Bags Prohibited.

- A.** No Retail Establishment shall provide a plastic Single-Use Carry-out Bag to a Customer at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment except as provided in this Ordinance.
- B.** This prohibition applies to bags provided for the purpose of carrying away goods from the point of sale and does not apply to Produce Bags or Product Bags.

8.22.060 – Permitted Bags.

All Retail Establishments shall provide or make available to a Customer only Recycled Paper Carry-out Bags or Reusable Bags for the purpose of carrying away goods or other materials from the point of sale, subject to the terms of this Ordinance. Nothing in this Ordinance prohibits Customers from using bags of any type that they bring to the Retail Establishment themselves or from carrying away goods that are not

placed in a bag, in lieu of using bags provided by the store.

8.22.080 – Regulation of Recycled Paper Carry-out Bags.

- A.** Any Retail Establishment that provides a Recycled Paper Carry-out Bag or Reusable Bag to a Customer must charge the Customer a minimum charge of five cents (\$0.05) for each bag provided, except as otherwise provided in the Ordinance.
- B.** Two years after the Ordinance is enacted a Retail Establishment that provides a Recycled Paper Carry-out Bag or Reusable Bag to a Customer must charge the Customer a minimum charge of ten cents (\$0.10) for each bag provided, except as otherwise provided in the Ordinance.
- C.** All Retail Establishments must indicate on the Customer receipt the number of Recycled Paper Carry-out Bags provided and the total amount charged for the bags.
- D.** All monies collected by a Retail Establishment under this Ordinance will be retained by the Retail Establishment and may be used for any of the following purposes:
 - 1.** Costs associated with complying with the requirements of this Ordinance.
 - 2.** Actual costs of providing Recycled Paper Carry-out Bags.
 - 3.** Costs associated with a Retail Establishment's educational materials or education campaign encouraging the use of reusable bags, if any.
 - 4.** Funding reusable bag give-aways during limited-time store promotions.

8.22.100 - Use of Reusable Bags.

- A.** All Retail Establishments may provide Reusable Bags to Customers. If provided, Retail Establishments may provide Reusable Bags either:
 - 1.** For sale; or
 - 2.** At a minimum charge of ten cents (\$0.10) per bag during limited-time store promotions.
 - 3.** Retail Establishments need not charge for Reusable Bags that are given away as part of Reusable Bag giveaway events intended to

promote the use of Reusable Bags, not to exceed a total of 90 days in any consecutive 12-month period.

- B.** Each Retail Establishment is strongly encouraged to educate its staff to promote Reusable Bags and to post signs encouraging Customers to use reusable bags.

8.22.120 – Exemptions

- A.** Retail Establishments may provide at the point of sale, free of charge, either Reusable Bags or Recycled Paper Carry-out Bags or both, at the Retail Establishment's option, to any Customer participating in any of the following programs: (1) the California Special Supplemental Food Program for Women, Infants, and Children pursuant to Article 2 (commencing with Section 123275) of Chapter 1 of Part 2 of Division 106 of the Health and Safety Code; (2) in the Supplemental Food Program pursuant to Chapter 10 (commencing with Section 15500) of Part 3 of Division 9 of the Welfare and Institutions Code, the State Department of Social Services Food Stamp program; or (3) other state or federal government-subsidized purchase programs for low-income residents.
- B.** Restaurants and Nonprofit Charitable Resuer organizations are exempt from the provisions of this Chapter as specified in Section 8.22.040 - Definitions.

8.22.140 – Enforcement and Violation – Penalty.

- A.** Any violation of this ordinance is punishable as specified in Chapters 1.08 or 1.14 of the El Cerrito Municipal Code or by any other applicable law.
- B.** The City Manager or his or her designee has primary responsibility for enforcement of this Ordinance. The City Manager is authorized to promulgate regulations and to take any and all other actions reasonable and necessary to enforce this Ordinance, including, but not limited to, investigating violations, issuing fines and entering the premises of any Retail Establishment during business hours. Other City of El Cerrito staff may assist with this enforcement responsibility by entering the premises of a Retail Establishment as part of their regular inspection functions and reporting any alleged violations to the City Manager.

SECTION 3. Compliance with the California Environmental Quality Act.

The findings for this Ordinance have been determined to be in compliance with the California Environmental Quality Act (“CEQA”). On April 11, 2013, the West Contra Costa Integrated Waste Management Authority (“Authority”) Board adopted Resolution 13-08 certifying the single-use bag reduction Environmental Impact Report (“EIR”) that analyzed the impacts of this single-use bag ordinance if adopted in cities

throughout the Authority, including the City of El Cerrito, as well as neighboring jurisdictions. The EIR was adopted pursuant to the California Environmental Quality Act, Public Resources Code Section 21000 et seq. and California Code of Regulations, Title 14, Section 15000 et seq. (“CEQA Guidelines”). The EIR is incorporated by reference herein. Pursuant to Section 15096 of the CEQA Guidelines, the City of El Cerrito acts as a responsible agency for adoption of this ordinance within the City of El Cerrito. Upon independent review of the EIR and all the evidence before it, the City Council makes the following findings:

- A.** The Final Environmental Impact Report is complete, correct, adequate, and prepared in accordance with CEQA, 14 California Code of Regulations section 15000 et seq., and the public comment period; and
- B.** On the basis of the Initial Study, Notice of Preparation, Final EIR, and public comment received by both the Authority and the City of El Cerrito, there is no substantial evidence that the project as proposed will have a significant effect on the environment; and
- C.** Adoption of this ordinance and analysis of the EIR reflects the independent judgment of the City Council of the City of El Cerrito; and
- D.** None of the conditions listed in CEQA Guidelines section 15162(a) are applicable to adoption of this Ordinance, and adoption of this Ordinance is an activity that is part of the program examined by the Authority’s Final EIR and is within the scope of the project described in the Authority’s Final EIR.
- E.** A Notice of Determination shall be filed pursuant to CEQA Guidelines section 15096.

SECTION 4. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision will not affect the validity of the remaining portions of the Ordinance. The City Council of the City of El Cerrito hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid.

SECTION 5. No Conflict with Federal or State Law.

Nothing in this Ordinance is intended to create any requirement, power or duty that is in conflict with any federal or state law.

SECTION 6. Effective Date.

This Ordinance shall take effect on January 1, 2014 and be enforced on July 1, 2014; prior to the expiration of fifteen (15) days from the passage thereof, the Ordinance or a summary thereof shall be posted or published as may be required by law, and thereafter the same shall be in full force and effect.

The foregoing Ordinance was introduced at a regular meeting of the City Council on August 20, 2013, and passed by the following vote:

AYES: Councilmembers Abelson, Benassini, Friedman and Mayor Lyman
NOES: None
ABSENT: Councilmember Bridges

Adopted and ordered published at a regular meeting of the City Council held on the September, 17, 2013, and passed by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

APPROVED:

Gregory B. Lyman, Mayor

ATTEST:

Cheryl Morse, City Clerk

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on _____, 2013.

Cheryl Morse, City Clerk

ORDINANCE NO. 2013-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CERRITO PROHIBITING THE USE OF EXPANDED POLYSTYRENE DISPOSABLE FOOD WARE AND ENCOURAGING THE USE OF COMPOSTABLE, RECYCLABLE AND REUSABLE FOOD WARE

SECTION 1. Findings.

WHEREAS, expanded polystyrene (EPS) disposable food ware has been associated with considerable environmental impacts, including being a problematic component of litter, which is unsightly and costly to clean up; and

WHEREAS, littering EPS food ware can result in blocked storm drains, fouled waterways, and increased marine debris; and

WHEREAS, EPS food ware is commonly used by food providers in the City of El Cerrito, and has limited recycling potential; and

WHEREAS, the City of El Cerrito has a substantial interest in protecting its waterways, environment, and taxpayers from the negative impacts of EPS food ware; and

WHEREAS, restricting the use of EPS food ware products and replacing non-compostable, non-reusable, or non-recyclable food service ware with compostable, reusable, or recyclable food service ware products will further protect waterways and promote environmental sustainability; and

WHEREAS, compostable food ware products such as cups, plates, bowls and hinged containers are available in local stores, are increasingly available in the food service market; and

WHEREAS, many businesses in Bay Area cities engage in organics recycling and have demonstrated that the use of compostable food ware can reduce disposal costs when the products are taken to composting facilities as part of an organics recycling program rather than disposed in a landfill; and

WHEREAS, this proposed Ordinance will preserve and enhance the environment within the City of El Cerrito and is exempt from the requirements of the California Environmental Quality Act ("CEQA"), as amended, pursuant to Section 15061(b)(3) or Section 15308 of the CEQA Guidelines.

NOW THEREFORE, the City Council of the City of El Cerrito does hereby ordain as follows:

SECTION 2. Amendment of Municipal Code. Title 8 of the El Cerrito Municipal Code is hereby amended to add a new Chapter 8.24 and shall read as follows:

8.24.010 - Title.

This Ordinance shall be known as the El Cerrito Food Ware Ordinance. The City of El Cerrito hereinafter shall be called "City." This Ordinance shall be applicable in the incorporated territory of the City.

8.24.020 - Operative Date.

This Ordinance shall become operative on January 1, 2014 and shall become enforceable on July 1, 2014.

8.24.030 - Purpose.

It is the intent of the City of El Cerrito in enacting Chapter 8.24 to eliminate the use of expanded polystyrene food ware and to encourage the use of reusable, recyclable or compostable food containers by food providers and customers in El Cerrito.

8.24.040 - Definitions.

The following definitions apply to this Ordinance:

- A. "ASTM Standard" means meeting the standards of the American Society for Testing and Materials (ASTM) International standards D6400 or D6868 for compostable materials, as those standards may be amended.
- B. "Compostable" means the product is capable of composting and is labeled in accordance with California law, or is consistent with the timeline and specifications of ASTM D6400 and D6868, without regard to material type.
- C. "City Facilities" means any building, structure or vehicle owned or operated by the City of El Cerrito, its agents, agencies, departments or franchisees.
- D. "Customer" means any member of the public obtaining Prepared Food from a Food Provider.
- E. "Disposable Food Ware" means all containers, bowls, plates, trays, cartons, cups, forks, spoons, and knives and other items that are designed for one-time use for Prepared Foods, including service ware for take-out foods and/or leftovers from partially consumed meals prepared by Food Providers. This term does not include lids or straws.
- F. "Food Provider" means any vendor, business, organization, entity, group or individual, including any Restaurant or Retail Food Establishment, located or operating within the City of El Cerrito or providing food or beverage to the public, and any provider of Prepared Food at organized or special events occurring within the boundaries of the City of El Cerrito.

- G.** “Expanded Polystyrene” or “EPS” means and includes blown polystyrene and expanded and extruded foams (sometimes called Styrofoam, a Dow Chemical Co. trademarked form of Expanded Polystyrene insulation) which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, and extrusion-blow molding (extruded foam polystyrene). Expanded Polystyrene is generally used to make cups, bowls, plates, trays, clamshell containers, meat trays and egg cartons.
- H.** “Prepared Food” means food or beverages, which are served, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared on the Food Provider's premises. For the purposes of this ordinance, Prepared Food does not include raw, butchered meats, fish and/or poultry sold from a butcher case or similar retail appliance. Prepared Food may be eaten either on or off the premises, also known as "take-out food".
- I.** “Restaurant” means a restaurant, take-out food establishment, or any other business that receives 90% or more of its revenue from the sale of Prepared Food to be eaten on or off its premises.
- J.** “Retail Food Establishment” means any store, shop, sales outlet, or other establishment, other than a Restaurant, including but not limited to a grocery store, delicatessen, mobile food preparation and sale unit, drive-in, coffee shop, cafeteria, short-order cafe, luncheonette, grill, sandwich shop, hotel, motel, movie house, theatre, bed and breakfast inn, tavern, bar, cocktail lounge, nightclub, roadside stand, take-out Prepared Food place, industrial feeding establishment, catering kitchen, commissary, special event, food market, produce stand, food stand, or similar place in which food or drink is prepared for sale, or for service, on the premises or elsewhere, and any other establishment or operation where food is processed, prepared, stored, served or provided to Customers.
- K.** “Recyclable” means material that can be sorted, cleansed, and reconstituted using El Cerrito’s available recycling collection programs for the purpose of using the altered form in the manufacture of a new product. “Recycling” does not include burning, incinerating, converting, or otherwise thermally destroying solid waste.
- L.** “Reusable” means all materials in the product or package will be used more than once in its same form by the customer, food vendor or other reuse programs. Reusable food ware includes: food or beverage containers, packages or trays, such as, but not limited to, soft drink bottles and milk containers that are designed to be returned to the distributor by the customer that is provided take-out containers. Reusable also includes durable

containers, packages or trays used on-premises or returnable containers brought back to the food vendor.

- M.** “Reusable Food Ware” means all containers, bowls, plates, trays, cartons, cups, and other items that are designed for prolonged use, including but not limited to ceramic, glass, porcelain, and metal food ware.

8.24.040 – EPS Food Ware Prohibited.

- A.** Except as provided in this Chapter, Food Providers are prohibited from providing Prepared Food to Customers in Disposable Food Ware made from Expanded Polystyrene.
- B.** Except as provided in this Chapter, all City Facilities are prohibited from using Expanded Polystyrene Disposable Food Ware and all City Departments and Agencies will not purchase or acquire Expanded Polystyrene Disposable Food Ware for use at City Facilities or events.
- C.** Except as provided in this Chapter, all City franchisees, contractors, vendors and caterers doing business with the City shall be prohibited from using Expanded Polystyrene Disposable Food Ware in City Facilities, at City events or on City projects within the City of El Cerrito.

8.24.060 – Permitted Disposable Food Ware.

- A.** All Food Providers using any Disposable Food Ware will use Compostable, Recyclable or Reusable Food Ware. All Food Providers are strongly encouraged to use Reusable Food Ware in place of using Disposable Food Ware for all food served on-premises. A Food Provider may price its products or services to customers in a manner to cover any cost differential.
- B.** All City Facilities using any Disposable Food Ware will use Compostable, Recyclable or Reusable Food Ware. All City Facilities are strongly encouraged to use Reusable Food Ware in place of using Disposable Food Ware for all food served on-premises.
- C.** All City franchisees, contractors, vendors and caterers, when doing business with the City, will use Compostable, Recyclable or Reusable Food Ware. All City Facilities are strongly encouraged to use Reusable Food Ware in place of using Disposable Food Ware for all food served on-premises.
- D.** All individuals, entities or organizations using City Facilities for public or private events shall comply with the requirements in this Chapter.

8.24.080 – Exemptions.

- A.** Prepared Foods that are prepared or packaged outside the City of El Cerrito as well as Prepared Foods prepared and packaged in the City of El Cerrito for use outside of the City of El Cerrito are exempt from the provisions of this Chapter. Purveyors of food prepared or packaged outside the City of El Cerrito are encouraged to follow the provisions of this Chapter.
- B.** Food Providers may be exempted from the provisions of this Chapter for specific items or types of Disposable Food Ware if the City Manager or his/her designee finds that a suitable Compostable, Reusable or Recyclable alternative does not exist for a specific application and/or that imposing the requirements of this Chapter on that item or type of Disposable Food Ware would cause undue hardship.
- C.** Any Food Provider or City Facility may seek an exemption from the requirements of this Chapter by filing a request in writing with the City Manager. The City Manager may waive any specific requirement of this Chapter for a period of not more than one year if the Food Provider or City Facility seeking the exemption has demonstrated that strict application of the specific requirement would cause undue hardship.
- D.** A Food Provider or City Facility granted an exemption must re-apply prior to the end of the one year exemption period and demonstrate continued undue hardship if the Food Provider or City Facility wishes to have the exemption extended. The City Manager's decision to grant or deny an exemption or to grant or deny an extension of a previously issued exemption shall be in writing and shall be final.
- E.** Expanded Polystyrene coolers and ice chests that are intended for reuse are exempt from the provisions of this Chapter.
- F.** In a situation deemed by the City Manager or his/her designee to be an emergency, or in the event that a local emergency or disaster has been declared in effect, for the immediate preservation of the public peace, health or safety, City Facilities, Food Providers, City franchisees, contractors, vendors and caterers doing business with the City shall be exempt from the provisions of this Chapter.

8.24.140 – Enforcement and Violation – Penalty.

- A.** Any violation of this ordinance is punishable as specified in Chapters 1.08 or 1.14 of the El Cerrito Municipal Code or by any other applicable law.
- B.** The City Manager or his or her designee has primary responsibility for enforcement of this Ordinance. The City Manager is authorized to promulgate

regulations and to take any and all other actions reasonable and necessary to enforce this Ordinance, including, but not limited to, investigating violations, issuing fines and entering the premises of any Food Provider during business hours. Other City of El Cerrito staff may assist with this enforcement responsibility by entering the premises of a Food Provider as part of their regular inspection functions and reporting any alleged violations to the City Manager.

SECTION 3. Compliance with the California Environmental Quality Act.

Pursuant to Title 14 of the California Administrative Code, the City Council finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) for the following reasons: (1) under Section 15061 (b)(3), it is not a project which has the potential for causing a significant effect on the environment; (2) under Section 15308, it is an authorized action by an agency with regulatory authority for the purpose of assuring the maintenance, restoration, enhancement, or protection of the environment.

SECTION 4. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision will not affect the validity of the remaining portions of the Ordinance. The City Council of the City of El Cerrito hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid.

SECTION 5. No Conflict with Federal or State Law.

Nothing in this Ordinance is intended to create any requirement, power or duty that is in conflict with any federal or state law.

SECTION 6. Effective Date.

This Ordinance shall take effect on January 1, 2014 and be enforced on July 1, 2014; prior to the expiration of fifteen (15) days from the passage thereof, the Ordinance or a summary thereof shall be posted or published as may be required by law, and thereafter the same shall be in full force and effect.

The foregoing Ordinance was introduced at a regular meeting of the City Council on August 20, 2013, and passed by the following vote:

AYES:	Councilmembers Abelson, Benassini, Friedman and Mayor Lyman
NOES:	None
ABSENT:	Councilmember Bridges

Agenda Item No. 5(C)

Adopted and ordered published at a regular meeting of the City Council held on the September, 17, 2013, and passed by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

APPROVED:

Gregory B. Lyman, Mayor

ATTEST:

Cheryl Morse, City Clerk

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on _____, 2013.

Cheryl Morse, City Clerk

EL CERRITO CITY COUNCIL PROCLAMATION
Falls Prevention Awareness Week, September 22-28, 2013

WHEREAS, nearly 190,000 people, or 18 percent of Contra Costa County's 1,049,000 population are age 60 or older and each year nationally, one in every three adults age 65 and older falls; and falls are the leading cause of injury death among seniors; and every 35 minutes, an older adult dies from a fall; and

WHEREAS, falls are the most common cause of non-fatal injuries and hospital admissions for trauma, causing injuries such as hip fractures and head traumas; and fall-related injury is one of the twenty most expensive medical conditions to treat; and

WHEREAS, according to a 2010 report, almost half (49.3%) of Contra Costa County's unintentional injury hospitalizations occurred among residents 65 years and older; and over three-quarters (75.9%) of these hospitalizations were due to falls; and

WHEREAS, County residents 65 years and older had the highest unintentional injury hospitalizations in the county due to falls, followed by motor vehicle traffic accidents (13.5%) and poisonings (7.5%); and

WHEREAS, falling and the fear of falling, can lead to depression, isolation, diminished mobility, and loss of functional independence and concentrated efforts are being made in Contra Costa County by the Fall Prevention Coalition to reduce falls and fall related injuries using multi-faceted interventions; and

WHEREAS, Senate Concurrent Resolution SCR 77, dated May 28, 2008, declares the first week of fall each year as Fall Prevention Awareness Week in California, and the Federal Safety of Seniors Act of 2007 calls for the expansion of public health programs, educational outreach, and research activities related to fall prevention.

NOW THEREFORE, the City Council of the City of El Cerrito hereby proclaims the week of September 22 through 28, 2013 as "Fall Prevention Awareness Week," in the City of El Cerrito, and calls upon all residents and interested groups to observe the week with appropriate activities that promote awareness of fall prevention.

Dated: September 17, 2013

Gregory B. Lyman, Mayor



AGENDA BILL

Agenda Item No. 5(E)

Date: September 17, 2013
To: El Cerrito City Council
From: Yvetteh Ortiz, Interim Public Works Director / City Engineer
Subject: Various Traffic and Parking Revisions

ACTION REQUESTED

Adopt three separate resolutions authorizing the Public Works Director/City Engineer to:

1. Establish all-way stops at the following intersections
 - a. Barrett Avenue at Arlington Boulevard
 - b. Stockton Avenue at Ashbury Avenue
 - c. Central Avenue at Ashbury Avenue
2. Install a stop sign on Curry Avenue at Pomona Avenue
3. Install 40 feet of green curb marking in front of 10422 San Pablo Avenue

DISCUSSION

The Public Works Department has received requests from residents and businesses to evaluate various traffic control and parking revisions as discussed below.

Establishment of All-Way Stops

All-way (also known as multi-way) stop control can be useful as a safety measure at intersections if certain traffic conditions exist. The primary purpose of an all-way stop is to assign right-of-way. All-way stop signs are the most effective when the traffic volumes on all the approaches to the intersection are near equal. The greater the difference between the traffic volumes on the major street compared to the traffic volume on the minor street, the less effective the signs will be. Safety concerns associated with all-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. As such, an intersection must meet one or more specific traffic criteria established by the State of California, Department of Transportation in the Manual on Uniform Traffic Control Devices (MUTCD) for the installation of all-way stop control. Local jurisdictions may also adopt alternative criteria to incorporate specific local conditions that are not reflected in the State's criteria. The Public Works Department is considering potential criteria for residential streets in the City of El Cerrito.

The State criteria indicates that all-way stop control can be installed where the number of vehicles approaching the intersection from all directions is approximately equal for

Agenda Item No. 5(E)

any eight hours of an average day or where there is a collision problem as indicated by five or more reported crashes susceptible to correction by an all-way stop. Such crashes include right- and left-turn collisions as well as right-angle collisions. The potential City criteria include similar, but reduced thresholds for residential streets. Other criteria that may be considered in an engineering study include the need to control left-turn conflicts; the need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volume; locations where a road user, after stopping, cannot see conflicting traffic and is not able to safely negotiate the intersection unless conflicting cross traffic is also required to stop; and an intersection of two residential collector streets of similar design and operating characteristics where all-way stop control would improve traffic operational characteristics of the intersection.

Public Works engaged the services of TJKM Transportation Consultants to conduct engineering studies based on the State criteria for the three intersections described below because we have received many complaints regarding these intersections over the last several years. Public Works Staff also reviewed the potential City criteria for applicability under various conditions.

Barrett Avenue at Arlington Boulevard

The Public Works Department has received complaints concerning the limited visibility, confusing traffic control and pedestrian safety at the intersection of Barrett Avenue at Arlington Boulevard. The intersection is located in a residential neighborhood. Both streets are classified as minor arterials in the El Cerrito General Plan. Both streets are also designated as pedestrian and bicycle routes in the El Cerrito Circulation Plan for Bicyclists and Pedestrians.

The T-intersection (intersection with three legs) of Barrett Avenue and Arlington Boulevard has stop-sign control on the two legs of Arlington Boulevard. Barrett Avenue, the terminating street, is uncontrolled. This is an unusual configuration because at T-intersections without stop or yield signs, drivers on the terminating leg of the intersection must yield to vehicles on the continuing street, which in this case would be Arlington Boulevard.

TJKM determined that although the traffic volume and collision thresholds were not met at this intersection, the State criteria based on visibility constraints and traffic operational improvements were met. Staff determined that the volume thresholds of the potential City criteria have also been met. Motorists traveling southbound on Arlington Boulevard have difficulty seeing vehicles traveling on eastbound Barrett Avenue (even after the limit line was moved southward several years ago) because Barrett Avenue slopes up and curves as it approaches Arlington Boulevard. In addition, the unusual stop control at the intersection leads to motorist and pedestrian confusion.

Arlington Boulevard is considered to be the major street at this intersection because it carries higher traffic volumes than Barrett Avenue. Therefore, stopping the Barrett Avenue approach along with Arlington Boulevard will improve traffic operations at this

intersection. With the installation of an all-way stop, the intersection will operate at better levels of service and vehicle queuing will be reduced.

Given these conditions, TJKM recommended establishment of an all-way stop at the intersection of Barrett Avenue and Arlington Boulevard. The installation of an all-way stop is expected to improve pedestrian safety and traffic operations at this intersection. Based on these factors, Public Works Staff is proposing installation of a stop sign along with associated warning signs and pavement markings on the eastbound approach of Barrett Avenue to establish an all-way stop at the intersection. Crosswalks will also be marked on all three legs of the intersection.

Stockton Avenue at Ashbury Avenue

The Public Works Department has also received complaints concerning the limited visibility, confusing traffic control and pedestrian safety, at the five-leg intersection of Stockton Avenue and Ashbury Avenue with its fifth leg being Albemarle Street. The intersection is located in a mostly residential neighborhood with the Stockton Avenue commercial area located just to the west of the intersection. Both streets are classified as collectors in the El Cerrito General Plan and are also designated as pedestrian and bicycle routes in the El Cerrito Circulation Plan for Bicyclists and Pedestrians. Ashbury Avenue and Stockton Avenue serve as important links between various destinations in the City including four schools (El Cerrito High School, Fairmount Elementary School, Portola Middle School, and Prospect Sierra Middle School) and several community destinations (Stockton Avenue commercial area, Community Center, Senior Center, Library, Cerrito Vista Park, and Civic Theater), all located within a third of a mile of the intersection.

The intersection of Stockton Avenue and Ashbury Avenue has stop-sign control on the three legs of Ashbury Avenue and Albemarle Street and no traffic control on Stockton Avenue. The intersection has five marked crosswalks on all legs including two on Stockton Avenue that are uncontrolled. A marked crosswalk typically indicates a preferred or often-used pedestrian crossing location based on various factors including visibility, traffic control devices, traffic calming measures, walking routes to school, and proximity of land uses generating a high-level of pedestrian activity. An uncontrolled crosswalk is one that does not have a traffic signal or stop sign to control traffic movements. It should be noted that a pedestrian has the right to cross at any intersection within the prolongation lines of the adjacent sidewalk whether or not a crosswalk is marked.

TJKM determined that although the traffic volume and collision thresholds were not met at this intersection, the State criteria based on visibility constraints, high pedestrian volumes, and traffic operational improvements were met. Staff determined that volume threshold of the potential City criteria have also been met. All five legs of the intersection cross at a skew and Stockton Avenue has a gradual slope. Due to this roadway geometry, visibility is limited between traffic on Ashbury Avenue and traffic on Stockton Avenue (even with trimming of vegetation in the area).

Agenda Item No. 5(E)

As previously indicated, there are four schools and various community destinations located near this intersection. This results in a high level of pedestrian activity. During a morning peak period between 7:00 AM and 9:00 AM, over 180 pedestrians were observed using the intersection with the majority of crossings occurring on the south leg of Ashbury Avenue and the second highest occurring on the west leg of Stockton Avenue.

Stockton Avenue and Ashbury Avenue have similar traffic operating characteristics and carry relatively equal levels of traffic throughout the day. Therefore, stopping both approaches of Stockton Avenue along with those on Ashbury Avenue and Albemarle Street will improve traffic operations at this intersection. With the installation of an all-way stop, the intersection will operate at better levels of service although vehicle queuing will increase because Stockton Avenue carries higher traffic volumes than Ashbury Avenue.

Given these conditions, TJKM recommended establishment of an all-way stop at the intersection of Stockton Avenue and Ashbury Avenue. The installation of an all-way stop is expected to improve pedestrian safety and traffic operations at this intersection. Based on these factors, Public Works Staff is proposing installation of stop signs along with associated warning signs and pavement markings on the Stockton Avenue approaches to establish an all-way stop at the intersection.

Central Avenue at Ashbury Avenue

The Public Works Department has also received complaints concerning pedestrian safety at the intersection of Central Avenue and Ashbury Avenue. The intersection is generally located in a residential neighborhood and is bordered on the east by El Cerrito High School. Ashbury Avenue is classified as a collector in the El Cerrito General Plan. While this section of Central Avenue is classified as a local street, it functions as a collector during certain times of day especially given its direct route to El Cerrito High School. Both streets are also designated as pedestrian routes in the El Cerrito Circulation Plan for Bicyclists and Pedestrians. As previously mentioned, Ashbury Avenue serves as an important link between various key destinations in the City. In this area, it is located near El Cerrito High School and Harding Elementary School.

The T-intersection of Central Avenue and Ashbury Avenue has stop-sign control on Central Avenue and no traffic control on Ashbury Avenue. The intersection has three marked crosswalks on all legs including two on Ashbury Avenue that are uncontrolled. All are considered school crosswalks and marked in yellow because they are located within 500 feet of a school.

TJKM determined that although the traffic volume and collision thresholds were not met at this intersection, the State criteria based on high pedestrian volumes and traffic operational improvements were met. Staff determined that volume threshold of the potential City criteria have also been met. This intersection is also located in an area with a high level of pedestrian activity. During an afternoon peak period between 3:00 PM and 6:00 PM, close to 150 pedestrians were observed using the intersection with the

Agenda Item No. 5(E)

majority of crossings occurring on the north leg of Ashbury Avenue and the second highest occurring on the south leg.

Central Avenue and Ashbury Avenue have similar traffic operating characteristics and carry equal levels of traffic throughout the day. Therefore, stopping both approaches of Ashbury Avenue along with Central Avenue will improve traffic operations at this intersection. With the installation of an all-way stop, the intersection will operate at better levels of service and vehicle queuing will generally stay about the same.

Given these conditions, TJKM recommended establishment of an all-way stop at the intersection of Central Avenue and Ashbury Avenue. The installation of an all-way stop is expected to improve pedestrian safety and traffic operations at this intersection. Based on these factors, Public Works Staff is proposing installation of stop signs along with associated pavement markings on the Ashbury Avenue approaches to establish an all-way stop at the intersection.

The TJKM engineering studies for all three intersections are attached.

Stop Sign Installation on Curry Avenue at Pomona Avenue

The Public Works Department has received requests from residents concerned about safety at the intersection of Curry Avenue and Pomona Avenue. Public Works staff evaluated the existing traffic control devices, including signs, striping, and pavement markings at this T-intersection. The intersection has no traffic control signs on any of its legs. In the past, the City has not typically used stop signs at T-intersections in residential areas. This is because at T-intersections without stop or yield signs, the right-of-way rules are covered under the California Vehicle Code (Section 21800), which requires that drivers on the terminating leg of the intersection yield to vehicles on the continuing street. However, the California MUTCD indicates that stop signs should be used if engineering judgment indicates that one or more of several conditions exist:

- Intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
- Street entering a through highway or street;
- Unsignalized intersection in a signalized area; and/or
- High speeds, restricted view, or crash records indicate a need for control by the STOP sign.

Both Curry Avenue and Pomona Avenue are local residential streets. Curry Avenue, the terminating street, is wider than Pomona Avenue. The condition is atypical and can lead to unexpected speeds of vehicles as they approach the continuing street. Curry Avenue is currently controlled by stop signs at all other intersecting roadways east of Pomona Avenue including Ramona, Carmel, San Carlos, and Santa Fe Avenues. Parked vehicles can also limit visibility between Curry Avenue and Pomona Avenue.

Agenda Item No. 5(E)

Based on the existing roadway configuration and surrounding traffic control devices at the subject intersection, Public Works Staff is proposing installation of a stop sign and associated pavement markings on Curry Avenue at Pomona Avenue to improve traffic safety and operations.

Green Curb Marking in front of 10422 San Pablo Avenue

The Public Works Department is proposing to install 40 feet of green curb marking on the east side of San Pablo Avenue in front of 10422 San Pablo Avenue, where Bank of America is located. This is in response to requests from adjacent businesses located at 10408 San Pablo Avenue, immediately south of Bank of America and north of Stockton Avenue, for on-street parking to better serve their needs.

Currently, the curb space immediately in front of the businesses at 10408 San Pablo Avenue is marked red for a bus stop while the 40 feet of on-street parking in front of Bank of America has a one (1)-hour time limit between 9:00 AM and 6:00 PM, except Sundays and holidays. To better serve the customers of the businesses in this area, shorter-term parking is also needed. The proposed installation of green curb marking would limit parking to fifteen (15) minutes at any time between 9:00 AM and 6:00 PM of any day except holidays. A white curb marking is not appropriate because vehicles will be left unattended.

In August 2013, an initial notification regarding the proposed green curb marking was sent to property owners and businesses within a 300-foot radius of this location. No comments were received. Earlier this September, a final notification regarding these modifications was sent to the requestor and the immediately adjacent addresses including Bank of America.

FINANCIAL CONSIDERATIONS

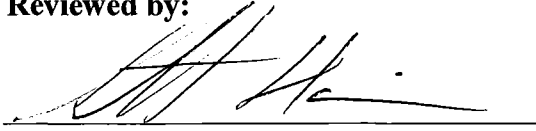
The cost for installation of signs, pavement markings, and curb markings are estimated to be under \$4,000 and are included in the Public Works, Maintenance operating budget.

LEGAL CONSIDERATIONS

El Cerrito Municipal Code Section 11.36.010 requires that the installation of stop signs be approved by City Council Resolution.

El Cerrito Municipal Code Section 11.40.160 requires that any modification of green curb markings be approved by City Council Resolution.

Reviewed by:

A handwritten signature in black ink, appearing to read 'S. Hanin', is written over a horizontal line.

Scott Hanin, City Manager

Attachment:

1. Accompanying Resolution for Establishment of All-Way Stops at Three Locations
2. Accompanying Resolution for Installation of Stop Sign on Curry Avenue at Pomona Avenue
3. Accompanying Resolution for Green Curb Marking in front of 10422 San Pablo Avenue
4. TJKM Engineering Studies

RESOLUTION 2013--XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE ESTABLISHMENT OF ALL-WAY STOPS AT THE INTERSECTIONS OF BARRETT AVENUE AT ARLINGTON BOULEVARD, STOCKTON AVENUE AT ASHBURY AVENUE, AND CENTRAL AVENUE AT ASHBURY AVENUE

WHEREAS, the Public Works Department has received requests from concerned citizens to evaluate the safety and operations of the intersections of Barrett Avenue at Arlington Boulevard, Stockton Avenue at Ashbury Avenue, and Central Avenue at Ashbury Avenue; and

WHEREAS, engineering studies determined that the subject intersections meet the State of California criteria for all-way stop control based on a combination of factors including visibility constraints, pedestrian safety, and traffic operational characteristics; and

WHEREAS, the installation of all-way stops is expected to improve safety and operations at the subject intersections; and

WHEREAS, Section 11.36.010 of the El Cerrito Municipal Code requires that the installation of any stop sign be approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito authorizes the Public Works Director / City Engineer to establish all-way stops at the intersections of Barrett Avenue at Arlington Boulevard, Stockton Avenue at Ashbury Avenue, and Central Avenue at Ashbury Avenue.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon passage and adoption.

I CERTIFY that at a regular meeting on September 17, 2013 the City Council of the City of El Cerrito passed this Resolution by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on September XX, 2013.

Cheryl Morse, City Clerk

APPROVED:

Gregory B. Lyman, Mayor

RESOLUTION 2013-XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE
INSTALLATION OF A STOP SIGN ON CURRY AVENUE AT POMONA AVENUE**

WHEREAS, the Public Works Department has received requests from concerned residents to evaluate the safety and operations of the intersection of Curry Avenue at Pomona Avenue; and

WHEREAS, the intersection currently has no stop-control signs; and

WHEREAS, based on the existing roadway configuration and surrounding traffic control devices at the subject intersection, Public Works staff determined that a stop sign on the terminating leg of the intersection is an appropriate traffic control device to improve traffic safety and operations; and

WHEREAS, it is the judgment of the City Engineer that this intersection meets the guidelines of the California Manual on Uniform Traffic Control Devices for installation of a stop sign; and

WHEREAS, Section 11.36.010 of the El Cerrito Municipal Code requires that the installation of any stop sign be approved by the City Council.

NOW THEREFORE, BE IT RESOLVED that the El Cerrito City Council hereby authorizes the Public Works Director / City Engineer to install a stop sign on Curry Avenue at Pomona Avenue.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon passage and adoption.

I CERTIFY that at a regular meeting on September 17, 2013 the City Council of the City of El Cerrito passed this Resolution by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on September XX, 2013.

Cheryl Morse, City Clerk

APPROVED:

Gregory B. Lyman, Mayor

RESOLUTION 2013-XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE
INSTALLATION OF 40 FEET OF GREEN CURB MARKING ON THE EAST SIDE OF SAN
PABLO AVENUE IN FRONT OF 10422 SAN PABLO AVENUE**

WHEREAS, the Public Works Department has received requests from businesses located at 10408 San Pablo Avenue for short-term parking on the east side of San Pablo Avenue, north of Stockton Avenue; and

WHEREAS, the on-street parking near these businesses currently has a one hour time limit between 9:00 a.m. and 6:00 p.m., except Sundays and holidays; and

WHEREAS, to better serve the customers of businesses in this area, shorter-term parking is also needed; and

WHEREAS, a green curb marking will limit parking to fifteen minutes at any time between 9:00 a.m. and 6:00 p.m. of any day except holidays; and

WHEREAS, Section 11.40.160 of the El Cerrito Municipal Code requires that any installation or modification of green curb markings be approved by City Council Resolution.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito authorizes the Public Works Director / City Engineer to install 40 feet of green curb marking on the east side of San Pablo Avenue in front of 10422 San Pablo Avenue.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon passage and adoption.

I CERTIFY that at a regular meeting on September 17, 2013 the City Council of the City of El Cerrito passed this Resolution by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on September XX, 2013.

Cheryl Morse, City Clerk

APPROVED:

Gregory B. Lyman, Mayor



Transportation
Consultants

Vision That Moves Your Community

TECHNICAL MEMORANDUM

Date: September 8, 2011 Project No.: 209-004, T7

To: Yvetteh Ortiz, PE
Engineering Manager
City of El Cerrito, Public Works

From: Christopher Thnay, PE, AICP Jurisdiction: El Cerrito

Subject: Results of multi-way STOP analysis at Barrett Avenue /Arlington Boulevard

This technical memorandum documents the findings for multi-way STOP control analysis at the intersection of Barrett Avenue /Arlington Boulevard.

Data Collection

Detailed data collections were obtained as follows:

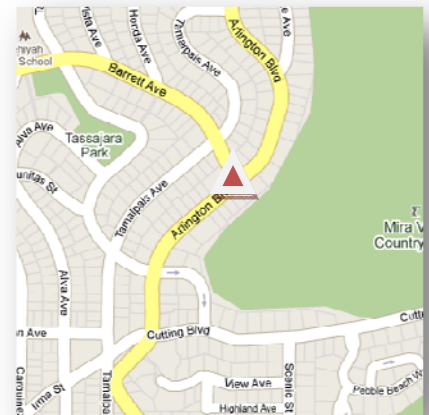
- 24-hour vehicle hose counts on all approaches, and
- Vehicle, pedestrians and bicycle turning movement counts (TMC) for four hours (7 a.m. to 9 a.m. and 4 p.m. to 6 p.m.)

The detailed count information is contained in Appendix A.

All-Way Stop Warrants Analysis

The *Manual on Uniform Traffic Control Devices* (MUTCD) California Edition has the following warrants for all-way stop control:

- Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.
- Minimum volumes:
 - The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
 - The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
 - If the 85th-percentile approach speed of the major street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.



Pleasanton
3875 Hopyard Road
Suite 200
Pleasanton, CA
94588-8526
925.463.0611
925.463.3690 fax

Fresno
516 W. Shaw Avenue
Suite 200
Fresno, CA
93704-2515
559.325.7530
559.221.4940 fax

Sacramento
980 Ninth Street
16th Floor
Sacramento, CA
95814-2736
916.449.9095

Santa Rosa
1400 N. Dutton Avenue
Suite 21
Santa Rosa, CA
95401-4643
707.575.5800
707.575.5888 fax

tjkm@tjkm.com
www.tjkm.com

D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

Other criteria that may be considered in an engineering study include:

1. *The need to control left-turn conflicts;*
2. *The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;*
3. *Locations where a road user, after stopping, cannot see conflicting traffic and is not able to safely negotiate the intersection unless conflicting cross traffic is also required to stop; and*
4. *An intersection of two residential neighborhood collector (through) street of similar design and operating characteristics where multiway stop control would improve traffic operational characteristics of the intersection.*

TJKM conducted All-Way Stop analysis for the intersection based on the MUTCD criteria. This included collision analysis based on a review of the most current 5-year SWITRS collision database (2005 to 2009). The details are contained in Appendix B.

Existing Condition

Both Barrett Avenue and Arlington Boulevard are classified as minor arterial streets. Also, both are designated as Pedestrian Routes in the City's Circulation Plan. Currently stop control is located on Arlington Boulevard. Barrett Avenue tees into Arlington Boulevard and is not stop controlled.

The average daily traffic (ADT) on Arlington Boulevard and Barrett Avenue are approximately 2,900 vehicles per day (vpd) and 1,100 vpd respectively. Pedestrian and bicycle volumes are quite low – with the highest peak hour volume of four pedestrians and one bike during the a.m. peak hour and eight pedestrians and one bike during the p.m. peak hour.



Results of Analysis

The following is a summary of the minimum criteria as indicated in the MUTCD:

Minimum volumes (8-hour) – not met for both major and minor streets. Volume criteria met for five of eight hours on the major street and met five hours on the minor street.

Collision Criteria (five or more reported crashes in a 12-month period that are susceptible to correction) - A total of three accidents were reported in a 12-month period.

Note the MUTCD warrants also include the other criteria that may be considered in an engineering study include in Criteria D-3 that states:

“Locations where a road user, after stopping, cannot see conflicting traffic and is not able to safely negotiate the intersection unless conflicting cross traffic is also required to stop;...”

Sight distance at northwest corner has been reported to be a problem even after the limit line was moved southward on Arlington Boulevard. It is our understanding that many residents have complained regarding the confusing traffic control at this intersection given that normally the stem of a T-intersection, in this case Barrett Avenue, would be required to Yield/Stop.

Although these streets are both arterial streets, they function like residential collectors. Due to sight visibility constraints and associated issues, an all-way stop control intersection is justified based on MUTCD Other D-3 Criteria. The detailed information and summary of the all-way stop analysis are contained in Appendix B.

Level of Service LOS Analysis

The existing peak hour data were analyzed using the Synchro software and the level of service (LOS) along with queuing analysis were performed for the existing conditions and the proposed All-Way Stop control. The queuing analysis performed is based on the results of Simtraffic micro-simulation at 95th percentile queuing. The results of the analysis are shown in Table I.

Table I: Results of Intersection LOS and Queuing (ft) Analysis

Intersection	A.M. Peak Hour					
	Existing Two-Way Stop Control			Proposed All-Way Stop Control		
	Delay	LOS	Queuing (ft)	Delay	LOS	Queuing (ft)
Barrett Avenue /Arlington Blvd	15.5	C	93	9.7	A	79
	P.M. Peak Hour					
	Existing Two-Way Stop Control			Proposed All-Way Stop Control		
	Delay	LOS	Queuing (ft)	Delay	LOS	Queuing (ft)
	13.7	B	85	9.9	A	70

Note: queuing is based on the worst approach queue.

The existing intersection operates at LOS C during the a.m. peak hour as shown in Table I. If converted to All-Way Stop control, the intersection will operate at LOS A during the a.m. and p.m. peak hour. With All-Way Stop control, the estimated maximum queue would be reduced from the estimated existing queue of 93 feet to approximately 79 feet during the a.m. peak hour (approximately 15 percent decrease). Therefore, based on the MUTCD Other D-4 Criteria, a conversion to multiway stop control would improve traffic operational characteristics of the intersection.

Conclusion: All Way Stop justified based on MUTCD Other D-3 and D-4 Criteria.

Appendix A

- Vehicle, Pedestrians and Bicycle Counts

All Traffic Data

(916) 771-8700

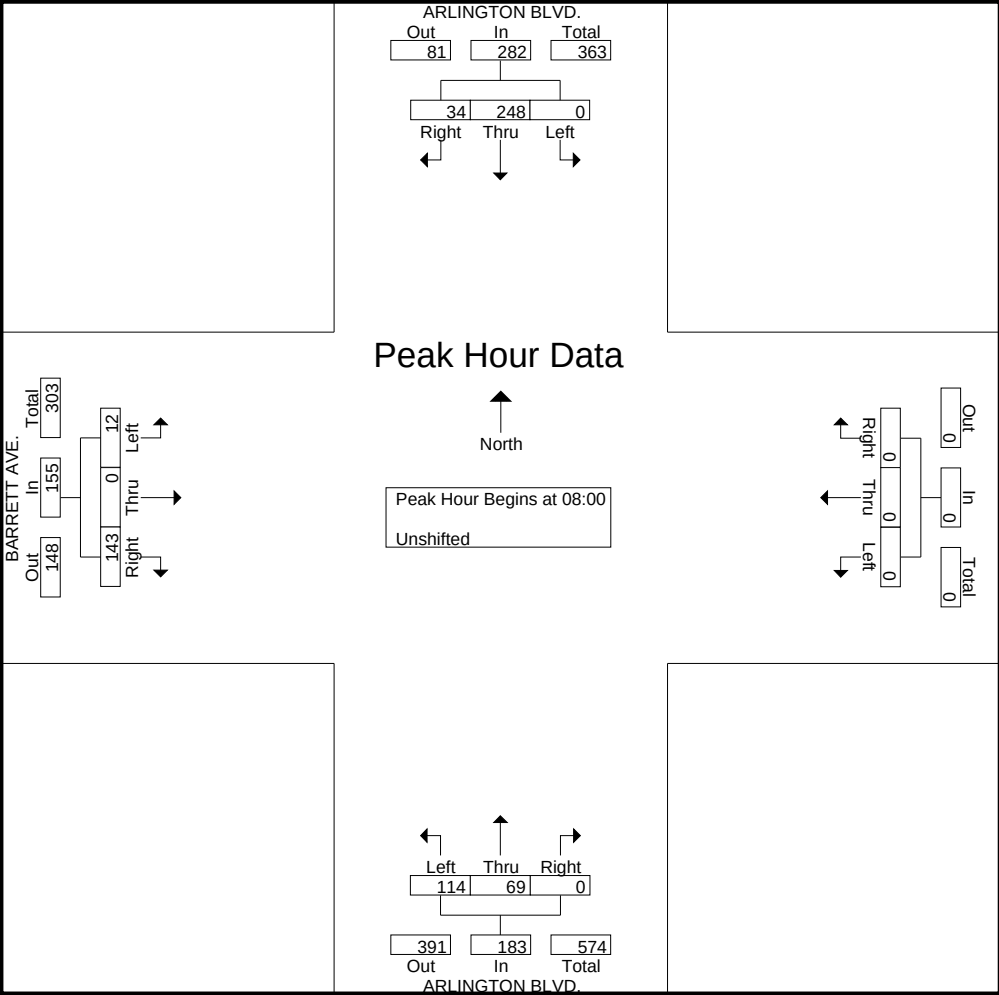
CITY OF EL CERRITO
BIKES ON BANK 1

File Name : 11-7001-004 ARLINGTON-BARRETT
Site Code : 00000000
Start Date : 1/4/2011
Page No : 1

Groups Printed- Unshifted

	ARLINGTON BLVD. Southbound					Westbound					ARLINGTON BLVD. Northbound					BARRETT AVE. Eastbound					Exclu. Total	Inclu. Total	Int. Total
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Exclu. Total	Inclu. Total	Int. Total
07:00	0	14	1	0	15	0	0	0	0	0	4	2	0	0	6	0	0	9	2	9	2	30	32
07:15	0	40	8	0	48	0	0	0	0	0	7	5	0	0	12	3	0	9	0	12	0	72	72
07:30	0	59	3	0	62	0	0	0	0	0	9	8	0	0	17	1	0	15	1	16	1	95	96
07:45	0	67	7	0	74	0	0	0	0	0	8	10	0	0	18	1	0	32	0	33	0	125	125
Total	0	180	19	0	199	0	0	0	0	0	28	25	0	0	53	5	0	65	3	70	3	322	325
08:00	0	80	14	0	94	0	0	0	0	0	27	16	0	0	43	1	0	39	1	40	1	177	178
08:15	0	62	4	0	66	0	0	0	0	0	54	19	0	0	73	4	0	40	0	44	0	183	183
08:30	0	49	6	0	55	0	0	0	0	0	21	18	0	0	39	6	0	34	1	40	1	134	135
08:45	0	57	10	0	67	0	0	0	0	0	12	16	0	0	28	1	0	30	2	31	2	126	128
Total	0	248	34	0	282	0	0	0	0	0	114	69	0	0	183	12	0	143	4	155	4	620	624
16:00	0	20	2	0	22	0	0	0	0	0	16	42	0	0	58	3	0	6	3	9	3	89	92
16:15	0	16	4	0	20	0	0	0	0	0	19	55	0	0	74	4	0	13	2	17	2	111	113
16:30	0	20	2	0	22	0	0	0	0	0	22	39	0	0	61	4	0	16	2	20	2	103	105
16:45	0	16	2	0	18	0	0	0	0	0	27	54	0	0	81	2	0	11	2	13	2	112	114
Total	0	72	10	0	82	0	0	0	0	0	84	190	0	0	274	13	0	46	9	59	9	415	424
17:00	0	32	3	0	35	0	0	0	0	0	20	48	0	0	68	8	0	16	3	24	3	127	130
17:15	0	25	5	0	30	0	0	0	0	0	34	68	0	0	102	4	0	17	1	21	1	153	154
17:30	0	27	4	0	31	0	0	0	0	0	23	66	0	0	89	3	0	24	3	27	3	147	150
17:45	0	14	3	0	17	0	0	0	0	0	22	47	0	0	69	5	0	8	1	13	1	99	100
Total	0	98	15	0	113	0	0	0	0	0	99	229	0	0	328	20	0	65	8	85	8	526	534
Grand Total	0	598	78	0	676	0	0	0	0	0	325	513	0	0	838	50	0	319	24	369	24	1883	1907
Apprch %	0	88.5	11.5			0	0	0			38.8	61.2	0			13.6	0	86.4					
Total %	0	31.8	4.1		35.9	0	0	0		0	17.3	27.2	0		44.5	2.7	0	16.9		19.6	1.3	98.7	

	ARLINGTON BLVD. Southbound				Westbound				ARLINGTON BLVD. Northbound				BARRETT AVE. Eastbound				Int. Total
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 to 08:45 - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 08:00																	
08:00	0	80	14	94	0	0	0	0	27	16	0	43	1	0	39	40	177
08:15	0	62	4	66	0	0	0	0	54	19	0	73	4	0	40	44	183
08:30	0	49	6	55	0	0	0	0	21	18	0	39	6	0	34	40	134
08:45	0	57	10	67	0	0	0	0	12	16	0	28	1	0	30	31	126
Total Volume	0	248	34	282	0	0	0	0	114	69	0	183	12	0	143	155	620
% App. Total	0	87.9	12.1		0	0	0		62.3	37.7	0		7.7	0	92.3		



Peak Hour Analysis From 16:00 to 17:45 - Peak 1 of 1

Peak Hour for Entire Intersection Begins at 16:45

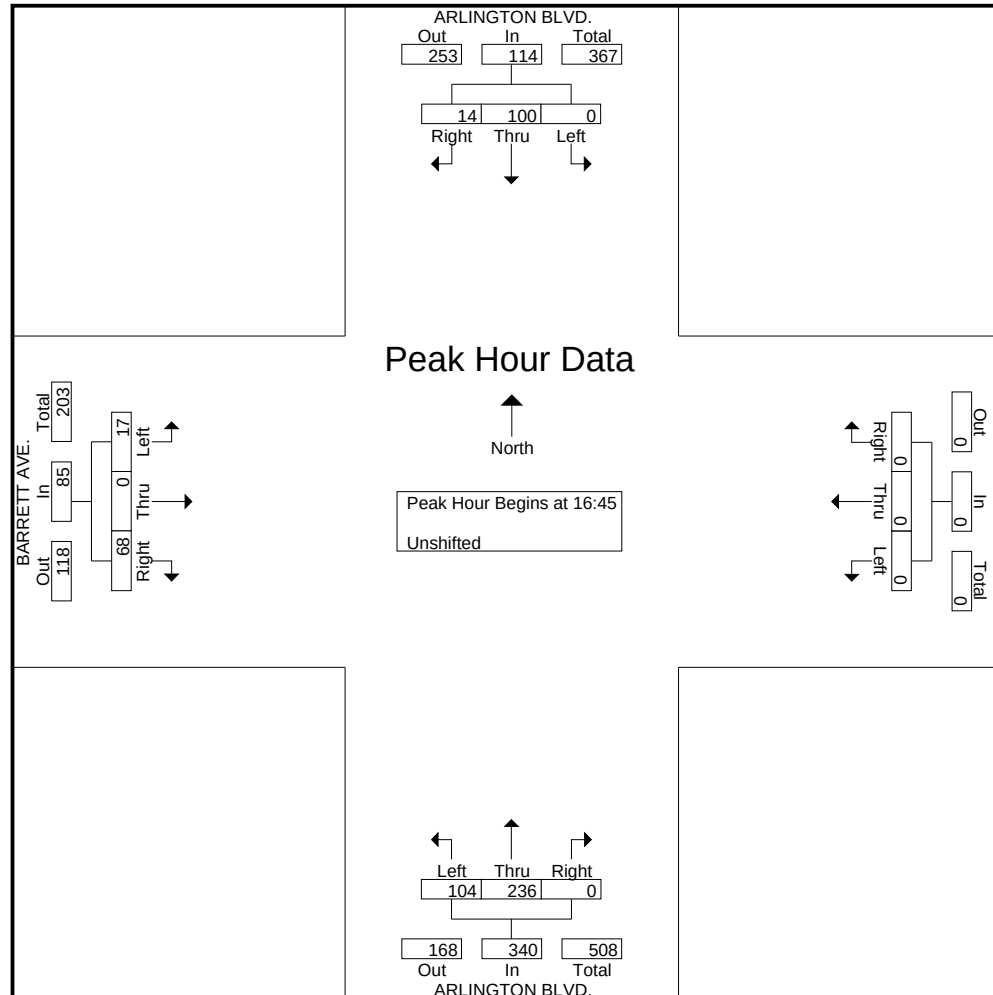
16:45	0	16	2	18	0	0	0	0	27	54	0	81	2	0	11	13	112
17:00	0	32	3	35	0	0	0	0	20	48	0	68	8	0	16	24	127
17:15	0	25	5	30	0	0	0	0	34	68	0	102	4	0	17	21	153
17:30	0	27	4	31	0	0	0	0	23	66	0	89	3	0	24	27	147
Total Volume	0	100	14	114	0	0	0	0	104	236	0	340	17	0	68	85	539
% App. Total	0	87.7	12.3		0	0	0		30.6	69.4	0		20	0	80		
PHF	.000	.781	.700	.814	.000	.000	.000	.000	.765	.868	.000	.833	.531	.000	.708	.787	.881

All Traffic Data

(916) 771-8700

CITY OF EL CERRITO
BIKES ON BANK 1

File Name : 11-7001-004 ARLINGTON-BARRETT
Site Code : 00000000
Start Date : 1/4/2011
Page No : 3



Volumes for: Tuesday, January 4, 2010

City: El Cerrito

Project #: 11-7002-002

Location: Barrett Avenue and Arlington Boulevard intersection approaches

Start Time	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00	2	12			0	0				
12:15	2	19			0	0				
12:30	0	8			0	0				
12:45	1	17	5	56	0	0				
1:00	0	15			0	0				
1:15	1	19			0	0				
1:30	2	18			0	0				
1:45	1	18	4	70	0	0				
2:00	0	20			0	0				
2:15	1	11			0	0				
2:30	0	29			0	0				
2:45	1	27	2	87	0	0				
3:00	0	36			0	0				
3:15	1	24			0	0				
3:30	0	24			0	0				
3:45	0	20	1	104	0	0				
4:00	0	12			0	0				
4:15	0	12			0	0				
4:30	0	20			0	0				
4:45	1	20	1	64	0	0				
5:00	1	12			0	0				
5:15	1	24			0	0				
5:30	7	23			0	0				
5:45	2	22	11	81	0	0				
6:00	0	16			0	0				
6:15	1	26			0	0				
6:30	7	21			0	0				
6:45	10	12	18	75	0	0				
7:00	9	10			0	0				
7:15	10	19			0	0				
7:30	15	16			0	0				
7:45	31	7	65	52	0	0				
8:00	35	8			0	0				
8:15	42	3			0	0				
8:30	45	1			0	0				
8:45	37	6	159	18	0	0				
9:00	32	8			0	0				
9:15	27	3			0	0				
9:30	14	3			0	0				
9:45	19	9	92	23	0	0				
10:00	19	3			0	0				
10:15	16	3			0	0				
10:30	11	1			0	0				
10:45	13	2	59	9	0	0				
11:00	15	4			0	0				
11:15	5	1			0	0				
11:30	16	1			0	0				
11:45	13	0	49	6	0	0				
Total	466	645	466	645	0	0	0	0	0	0
Combined Total	1111		1111		0		0		0	
AM Peak	8:00 AM									
Vol.	159									
P.H.F.	0.883									
PM Peak		2:30 PM								
Vol.		116								
P.H.F.		0.806								
Percentage	41.9%	58.1%								

Volumes for: Tuesday, January 4, 2010

City: El Cerrito

Project #: 11-7002-002

Location: Barrett Avenue and Arlington Boulevard intersection approaches

Start Time	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00	3	31			1	25				
12:15	2	37			0	21				
12:30	2	34			1	15				
12:45	6	28	13	130	0	17	2	78	15	208
1:00	2	20			0	28				
1:15	0	25			0	25				
1:30	2	22			2	22				
1:45	2	27	6	94	0	12	2	87	8	181
2:00	3	29			0	19				
2:15	0	33			1	25				
2:30	2	12			0	16				
2:45	1	42	6	116	1	44	2	104	8	220
3:00	0	61			0	28				
3:15	0	61			1	23				
3:30	0	61			1	33				
3:45	0	45	0	228	0	21	2	105	2	333
4:00	1	71			0	20				
4:15	1	62			0	25				
4:30	0	74			0	21				
4:45	1	70	3	277	1	21	1	87	4	364
5:00	0	71			1	20				
5:15	1	87			2	33				
5:30	2	94			5	33				
5:45	2	82	5	334	5	29	13	115	18	449
6:00	2	67			6	18				
6:15	1	60			5	19				
6:30	3	71			9	11				
6:45	8	51	14	249	12	11	32	59	46	308
7:00	7	48			17	16				
7:15	7	45			42	18				
7:30	12	29			55	14				
7:45	19	22	45	144	76	16	190	64	235	208
8:00	37	11			91	4				
8:15	62	22			75	8				
8:30	54	11			61	9				
8:45	39	21	192	65	58	4	285	25	477	90
9:00	18	15			64	2				
9:15	22	13			33	6				
9:30	16	14			29	1	0			
9:45	22	13	78	55	35	7	161	16	239	71
10:00	17	10			17	2				
10:15	15	7			25	0				
10:30	20	4			20	3				
10:45	19	8	71	29	21	1	83	6	154	35
11:00	25	9			15	2				
11:15	15	2			18	0				
11:30	26	7			22	1				
11:45	15	1	81	19	20	0	75	3	156	22
Total	514	1740	514	1740	848	749	848	749	1362	2489
Combined Total	2254		2254		1597		1597		3851	
AM Peak	8:00 AM				7:45 AM					
Vol.	192				303					
P.H.F.	0.774				0.832					
PM Peak		5:00 PM				2:45 PM				
Vol.		334				128				
P.H.F.		0.920				0.727				
Percentage	22.8%	77.2%			53.1%	46.9%				

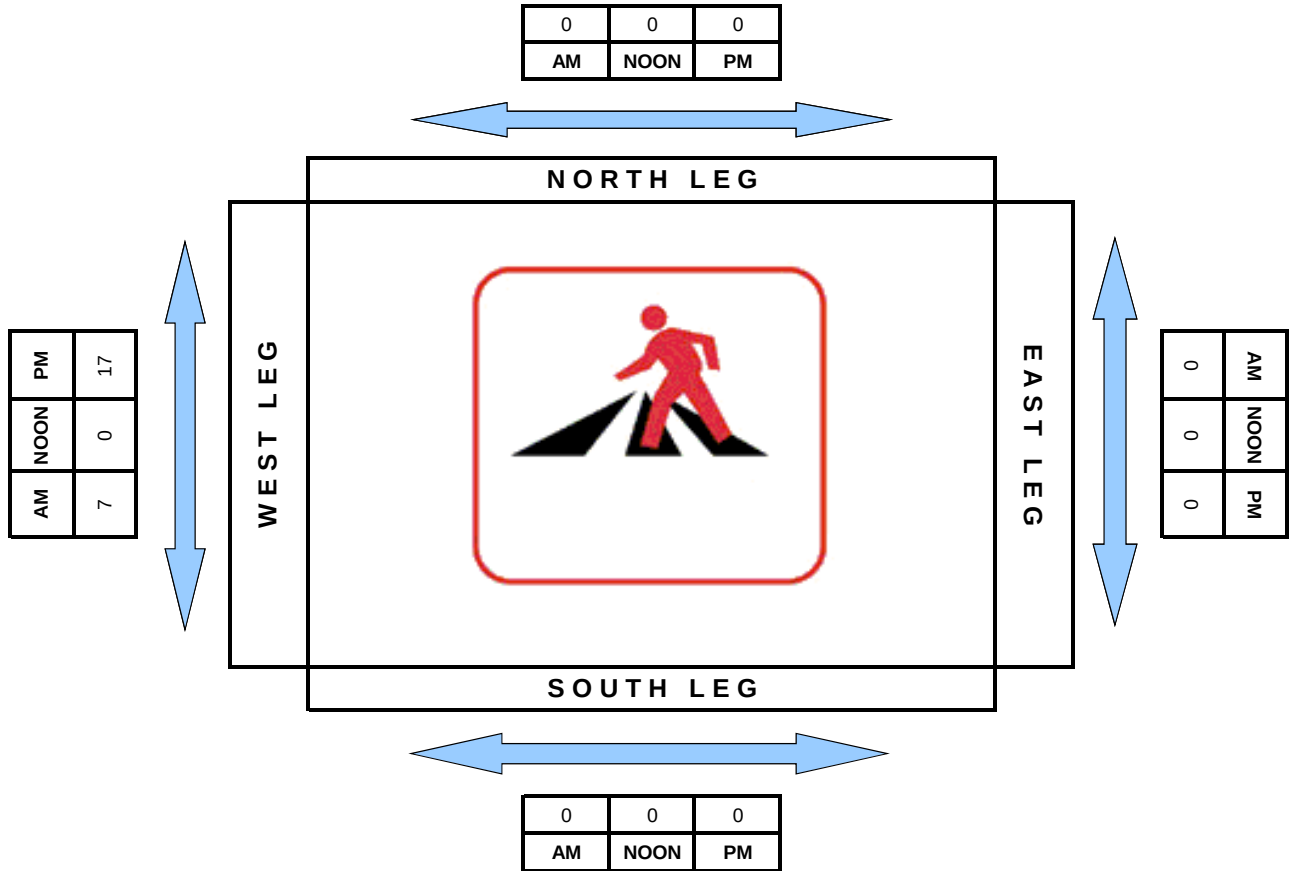
PREPARED BY NATIONAL DATA & SURVEYING SERVICES

Pedestrian Count

PROJECT#: 11-7001-004
 N/S Street: ARLINGTON BLVD.
 E/W Street: BARRETT AVE.
 DATE: 1/4/2011
 CITY: El Cerrito

DAY: Tuesday

	Start:	End:
AM	7:00	9:00
NOON		
PM	16:00	18:00



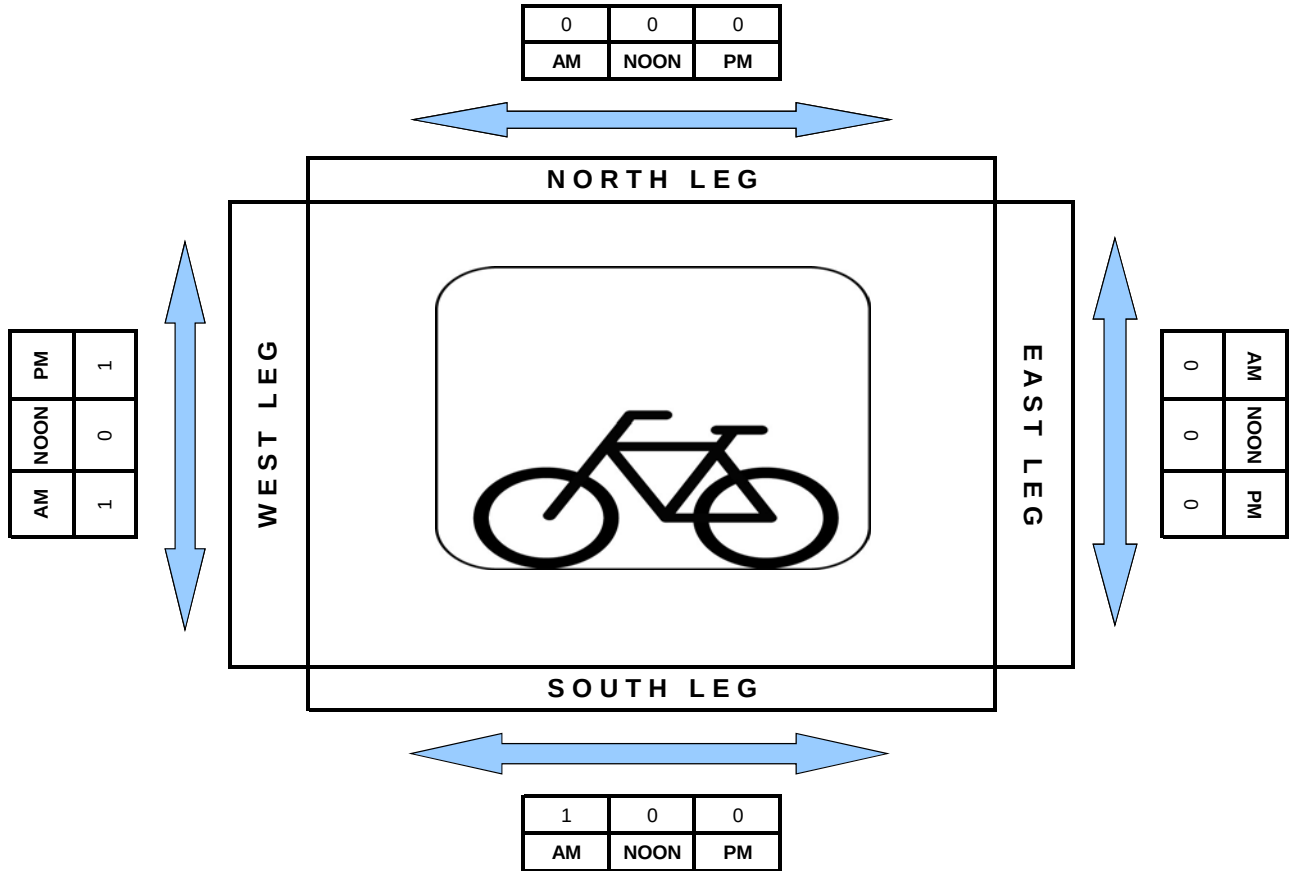
PREPARED BY NATIONAL DATA & SURVEYING SERVICES

Bicycle Count

PROJECT#: 11-7001-004
 N/S Street: ARLINGTON BLVD.
 E/W Street: BARRETT AVE.
 DATE: 1/4/2011
 CITY: El Cerrito

DAY: Tuesday

	Start:	End:
AM	7:00	9:00
NOON		
PM	16:00	18:00



PREPARED BY NATIONAL DATA & SURVEYING SERVICES

PROJECT#: 11-7001-004
 N/S Street: ARLINGTON BLVD.
 E/W Street: BARRETT AVE.
 DATE: 1/4/2011
 CITY: El Cerrito

DAY: Tuesday

A M

PEDESTRIANS

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
7:00 AM	0	0	0	2
7:15 AM	0	0	0	0
7:30 AM	0	0	0	1
7:45 AM	0	0	0	0
8:00 AM	0	0	0	1
8:15 AM	0	0	0	0
8:30 AM	0	0	0	1
8:45 AM	0	0	0	2
TOTALS	0	0	0	7

BIKES

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
7:00 AM	0	0	0	0
7:15 AM	0	0	0	0
7:30 AM	0	0	0	0
7:45 AM	0	0	0	0
8:00 AM	0	0	0	1
8:15 AM	0	0	0	0
8:30 AM	0	0	0	0
8:45 AM	0	1	0	0
TOTALS	0	1	0	1

P M

PEDESTRIANS

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
4:00 PM	0	0	0	3
4:15 PM	0	0	0	2
4:30 PM	0	0	0	2
4:45 PM	0	0	0	2
5:00 PM	0	0	0	3
5:15 PM	0	0	0	1
5:30 PM	0	0	0	3
5:45 PM	0	0	0	1
TOTALS	0	0	0	17

BIKES

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
4:00 PM	0	0	0	0
4:15 PM	0	0	0	0
4:30 PM	0	0	0	0
4:45 PM	0	0	0	0
5:00 PM	0	0	0	0
5:15 PM	0	0	0	0
5:30 PM	0	0	0	1
5:45 PM	0	0	0	0
TOTALS	0	0	0	1

Appendix B

- All Way Stop Warrants Analysis
- Collision Analysis based on SWITRS Data (2005 – 2009)

Table I: Barrett Ave and Arlington Blvd Multi-way Stop Warrant Analysis

CA MUTCD Multiway Stop Installation Guidance	Comment	Warrant Met?
A. Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.	Based on the hourly volume from ADT counts at this intersection, signal warrants were not met.	No
B. A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.	A maximum of three accidents were reported in a 12-month period.	No
C. Minimum Volumes:		
1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and	Five peak hours exceed 300 vph based on ADT counts	No
2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but	None of the hourly counts exceeded 200 vehicles on the minor street. The highest peak hour volume is approximately 164 vehicles.	No
3. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.	The the 85th-percentile of Arlington Ave is 31 mph.	No
D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.	None of the criteria B, C.1, and C.2 are satisfied to 80 percent of the minimum values.	No

Source: California MUTCD 2003 – Part 2: Signs, Section 2B.07

Barrett Ave and Arlington Blvd Traffic Counts

Hours	Major Street			Minor Street			
	Vehicles		Total of Both Approaches	Vehicles	Peds	Bikes	Total
	NB	SB		EB			
12:00 AM	13	2	15	5			5
1:00 AM	6	2	8	4			4
2:00 AM	3	2	5	2			2
3:00 AM	0	2	2	1			1
4:00 AM	3	1	4	1			1
5:00 AM	5	13	18	11			11
6:00 AM	14	32	46	18			18
7:00 AM	45	190	235	65	3	0	68
8:00 AM	192	285	477	159	4	1	164
9:00 AM	78	161	239	92			92
10:00 AM	71	83	154	59			59
11:00 AM	81	75	156	49			49
12:00 PM	130	78	208	56			56
1:00 PM	94	87	181	70			70
2:00 PM	116	104	220	87			87
3:00 PM	228	105	333	104			104
4:00 PM	277	87	364	64	9	0	73
5:00 PM	334	115	449	81	8	1	90
6:00 PM	249	59	308	75			75
7:00 PM	144	64	208	52			52
8:00 PM	65	25	90	18			18
9:00 PM	55	16	71	23			23
10:00 PM	29	6	35	9			9
11:00 PM	19	3	22	6			6

Queuing and Blocking Report

AM Existing

1/17/2011

Intersection: 1: Barrett Ave & Arlington Blvd

Movement	EB	NB	SB
Directions Served	LR	LT	TR
Maximum Queue (ft)	22	52	96
Average Queue (ft)	13	36	58
95th Queue (ft)	31	50	93
Link Distance (ft)	709	855	491
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 2: Cutting Blvd & Arlington Blvd

Movement	EB	NB	SB
Directions Served	LTR	LTR	LTR
Maximum Queue (ft)	31	116	166
Average Queue (ft)	12	71	93
95th Queue (ft)	38	122	163
Link Distance (ft)	787	365	855
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 4: Central Ave & Ashbury Ave

Movement	EB	NB
Directions Served	LR	LT
Maximum Queue (ft)	78	97
Average Queue (ft)	63	36
95th Queue (ft)	83	96
Link Distance (ft)	460	485
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Queuing and Blocking Report

PM Existing

1/17/2011

Intersection: 1: Barrett Ave & Arlington Blvd

Movement	NB	SB
Directions Served	LT	TR
Maximum Queue (ft)	56	75
Average Queue (ft)	46	58
95th Queue (ft)	65	85
Link Distance (ft)	855	491
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 2: Cutting Blvd & Arlington Blvd

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	77	20	55	116
Average Queue (ft)	32	4	48	57
95th Queue (ft)	81	17	62	109
Link Distance (ft)	787	587	365	855
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 4: Central Ave & Ashbury Ave

Movement	EB	NB
Directions Served	LR	LT
Maximum Queue (ft)	54	53
Average Queue (ft)	43	39
95th Queue (ft)	60	56
Link Distance (ft)	466	510
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Queuing and Blocking Report

AM Proposed

1/17/2011

Intersection: 1: Barrett Ave & Arlington Blvd

Movement	EB	NB	SB
Directions Served	LR	LT	TR
Maximum Queue (ft)	78	55	55
Average Queue (ft)	50	36	45
95th Queue (ft)	79	52	63
Link Distance (ft)	709	855	491
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 2: Cutting Blvd & Arlington Blvd

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	55	79	78	96
Average Queue (ft)	49	50	45	66
95th Queue (ft)	64	80	76	108
Link Distance (ft)	787	587	365	855
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 4: Central Ave & Ashbury Ave

Movement	EB	NB	SB
Directions Served	LR	LT	TR
Maximum Queue (ft)	77	78	55
Average Queue (ft)	60	61	54
95th Queue (ft)	83	79	55
Link Distance (ft)	460	485	506
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Network Summary

Network wide Queuing Penalty: 0

Queuing and Blocking Report

PM Proposed

1/17/2011

Intersection: 1: Barrett Ave & Arlington Blvd

Movement	EB	NB	SB
Directions Served	LR	LT	TR
Maximum Queue (ft)	31	70	56
Average Queue (ft)	24	44	45
95th Queue (ft)	44	70	65
Link Distance (ft)	709	855	491
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 2: Cutting Blvd & Arlington Blvd

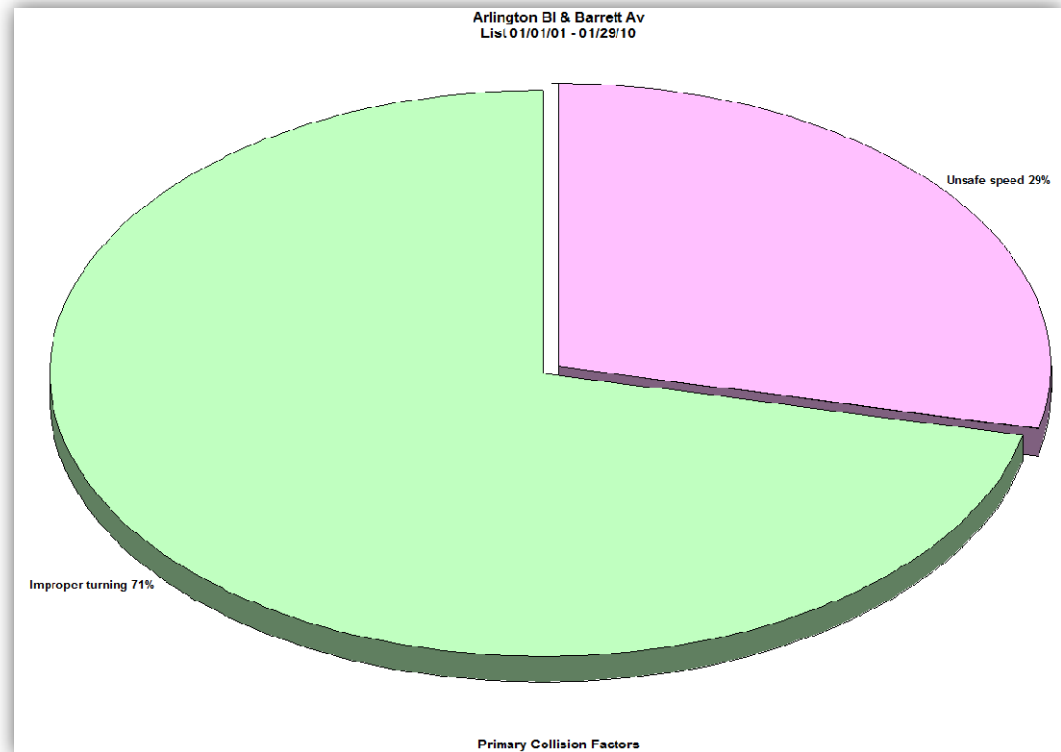
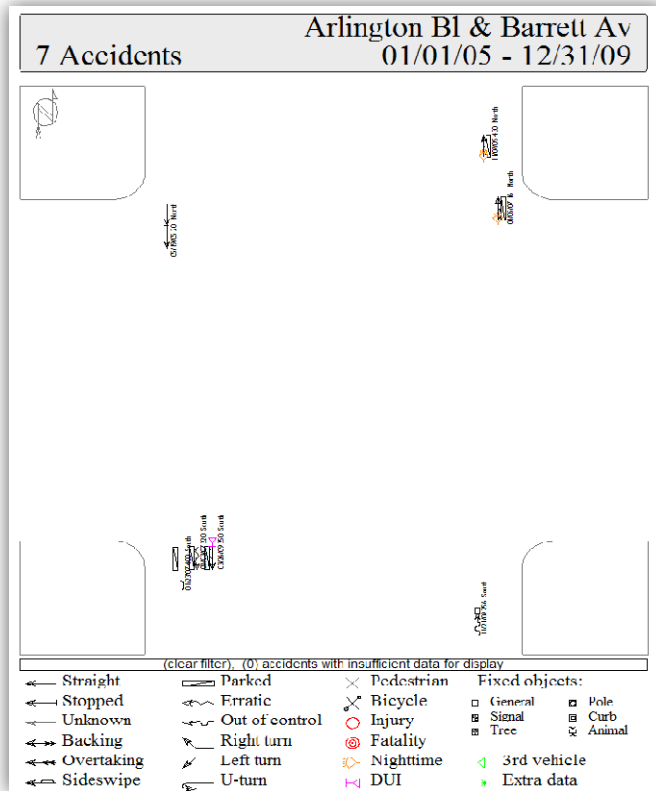
Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	57	72	55	75
Average Queue (ft)	41	53	44	45
95th Queue (ft)	62	74	61	74
Link Distance (ft)	787	587	365	855
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 4: Central Ave & ASbury Ave

Movement	EB	NB	SB
Directions Served	LR	LT	TR
Maximum Queue (ft)	54	78	68
Average Queue (ft)	48	62	47
95th Queue (ft)	62	77	70
Link Distance (ft)	466	510	493
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Network Summary

Network wide Queuing Penalty: 0



DATE	STREET 1	STREET 2	DISTANCE	DIR FROM INT	INJURY	VEH 1 MOV	VEH 2 MOV	LIGHTING	COLL TYPE	VIOL CAT
05/19/05	ARLINGTON BL	BARRETT AV	20	North	0	Straight	Stopped	Daylight	Rear end	Unsafe speed
01/05/07	ARLINGTON BL	BARRETT AV	16	North	0	Straight	Parked	Dark- str	Side swipe	Improper turning
01/23/07	ARLINGTON BL	BARRETT AV	400	South	0	Other uns	Parked	Dusk-dawn	Side swipe	Improper turning
08/03/07	ARLINGTON BL	BARRETT AV	220	South	0	Other uns	Parked	Daylight	Side swipe	Improper turning
03/26/09	ARLINGTON BL	BARRETT AV	250	South	0	Straight	Parked	Daylight	Side swipe	Improper turning
11/07/09	ARLINGTON BL	BARRETT AV	430	North	0	Straight	Parked	Dark- str	Side swipe	Improper turning
11/21/09	ARLINGTON BL	BARRETT AV	256	South	0	Ran off r	Not state	Daylight	Hit object	Unsafe speed



TECHNICAL MEMORANDUM

Date: September 8, 2011 Project No.: 209-004, T7

To: Yvetteh Ortiz, PE
Engineering Manager
City of El Cerrito, Public Works

From: Christopher Thnay, PE, AICP Jurisdiction: El Cerrito

Subject: Results of multi-way STOP analysis at Ashbury Avenue and Stockton Avenue

This technical memorandum documents the findings for multi-way STOP control analysis at the intersection of Ashbury Avenue and Stockton Avenue.

Data Collection

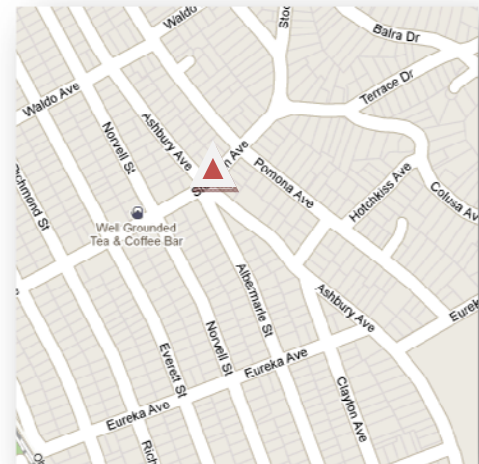
Detailed data collections were obtained as follows:

- Vehicle, pedestrians and bicycle turning movement counts (TMC) for eight hours (7 a.m. to 9 a.m. and noon to 6 p.m.)

The detailed count information is contained in Appendix A.

All-Way Stop Warrants Analysis

The *Manual on Uniform Traffic Control Devices* (MUTCD) California Edition has the following warrants for all-way stop control:



- Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.
- Minimum volumes:
 - The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
 - The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
 - If the 85th-percentile approach speed of the major street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.

Pleasanton

3875 Hopyard Road
Suite 200
Pleasanton, CA
94588-8526
925.463.0611
925.463.3690 fax

Fresno

516 W. Shaw Avenue
Suite 200
Fresno, CA
93704-2515
559.325.7530
559.221.4940 fax

Sacramento

980 Ninth Street
16th Floor
Sacramento, CA
95814-2736
916.449.9095

Santa Rosa

1400 N. Dutton Avenue
Suite 21
Santa Rosa, CA
95401-4643
707.575.5800
707.575.5888 fax

D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

Other criteria that may be considered in an engineering study include:

1. *The need to control left-turn conflicts;*
2. *The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;*
3. *Locations where a road user, after stopping, cannot see conflicting traffic and is not able to safely negotiate the intersection unless conflicting cross traffic is also required to stop; and*
4. *An intersection of two residential neighborhood collector (through) street of similar design and operating characteristics where multiway stop control would improve traffic operational characteristics of the intersection.*

TJKM conducted All-Way Stop analysis for the intersection based on the MUTCD criteria. This included collision analysis based on a review of the most current 5-year SWITRS collision database (2005 to 2009). The details are contained in Appendix B.

Existing Condition

The intersection of Ashbury Avenue and Stockton Avenue is a five legged intersection with the fifth leg being Albermarle Street. Stockton Avenue is uncontrolled and the other three approaches on Ashbury Avenue and Albermarle Street are stop controlled. The intersection is generally level and visibility is clear.

Ashbury Avenue and Stockton Avenue are both classified as collector streets, and Albermarle Street is a local street. Also, both Ashbury Avenue and Stockton Avenue are designated as Pedestrian Routes in the City's Circulation Plan. All three streets are two lane roadways. The estimated ADT of Ashbury Avenue and Stockton Avenue are respectively 4,500 vpd and 5,500 vpd. The highest amount of pedestrians and bicycle traffic that totals 84 occurs during the a.m. peak hour on the south leg of Ashbury Avenue. This is likely school related traffic since there are four schools located nearby - Prospect Sierra Middle School, El Cerrito High School, Fairmount Elementary School and Portola Middle School. Pedestrian and bicycle traffic on the uncontrolled east and west leg are smaller at less than 10 during the a.m. peak hour.



Results of Analysis

The following is a summary of the minimum criteria as indicated in the MUTCD:

Minimum volumes (8-hour) – not met for both major and minor streets. Volume criteria met for five of 8 hours on the major street and met six hours on the minor street.

Collision Criteria (5 or more reported crashes in a 12-month period that are susceptible to correction) - A total of three accidents were reported in a 12-month period. The detailed information and summary of the all-way stop analysis are contained in Appendix B.

Note the MUTCD warrants also include the other criteria that may be considered in an engineering study include in Criteria D-3 that states:

“Locations where a road user, after stopping, cannot see conflicting traffic and is not able to safely negotiate the intersection unless conflicting cross traffic is also required to stop;...” It is our understanding that due to the skew of the intersection, sight distance at southeast corner has been reported to be a problem even with removal of vegetation.

Also, Criteria D-2 that states: *“The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes; ...”* Note that there are four schools located within a third of a mile from the intersection. In addition, the Community Center, Senior Center, Library, Cerrito Vista Park and Civic Theater are also within walking distance. The presence of these land uses generates high pedestrian traffic that needs to be served safely.

In conclusion, due to sight visibility constraints and amount of school age pedestrians in the vicinity and associated issues, an all-way stop control intersection is justified based on MUTCD Other D-2 and D-3 Criteria. The detailed information and summary of the all-way stop analysis are contained in Appendix B.

Level of Service LOS Analysis

The existing peak hour data were analyzed using the Synchro software and the level of service (LOS) along with queuing analysis were performed for the existing conditions and the proposed All-Way Stop control. The queuing analysis performed is based on the results of Simtraffic micro-simulation at 95th percentile queuing. The results of the analysis are shown in Table I.

Table I: Results of Intersection LOS and Queuing (ft) Analysis

Intersection	A.M. Peak Hour					
	Existing Two-Way Stop Control			Proposed All-Way Stop Control		
	Delay	LOS	Queuing (ft)	Delay	LOS	Queuing (ft)
Ashbury Avenue and Stockton Avenue	28.8	D	139	11.9	B	260
	P.M. Peak Hour					
	Existing Two-Way Stop Control			Proposed All-Way Stop Control		
	Delay	LOS	Queuing (ft)	Delay	LOS	Queuing (ft)
	22.6	C	127	10.9	B	160

Note: queuing is based on the worst approach queue.

The existing intersection will operate at LOS D during the a.m. peak hour as shown in Table I. If converted to All-Way Stop control, the intersection will operate at LOS B during the a.m. and p.m. peak hour. With All-Way Stop control, the estimated maximum queue could be increased from the estimated existing queue of 139 feet to approximately 260 feet during the a.m. peak hour. Therefore, based on the MUTCD Other D-4 Criteria, a conversion to multiway stop control would improve the LOS at the intersection.

Conclusion: All Way Stop justified based on MUTCD Other D-2 and D-3 Criteria.

Appendix A

- Vehicle, Pedestrians and Bicycle Counts

All Traffic Data

(916) 771-8700

CITY OF EL CERRITO
BIKES ON BANK 1

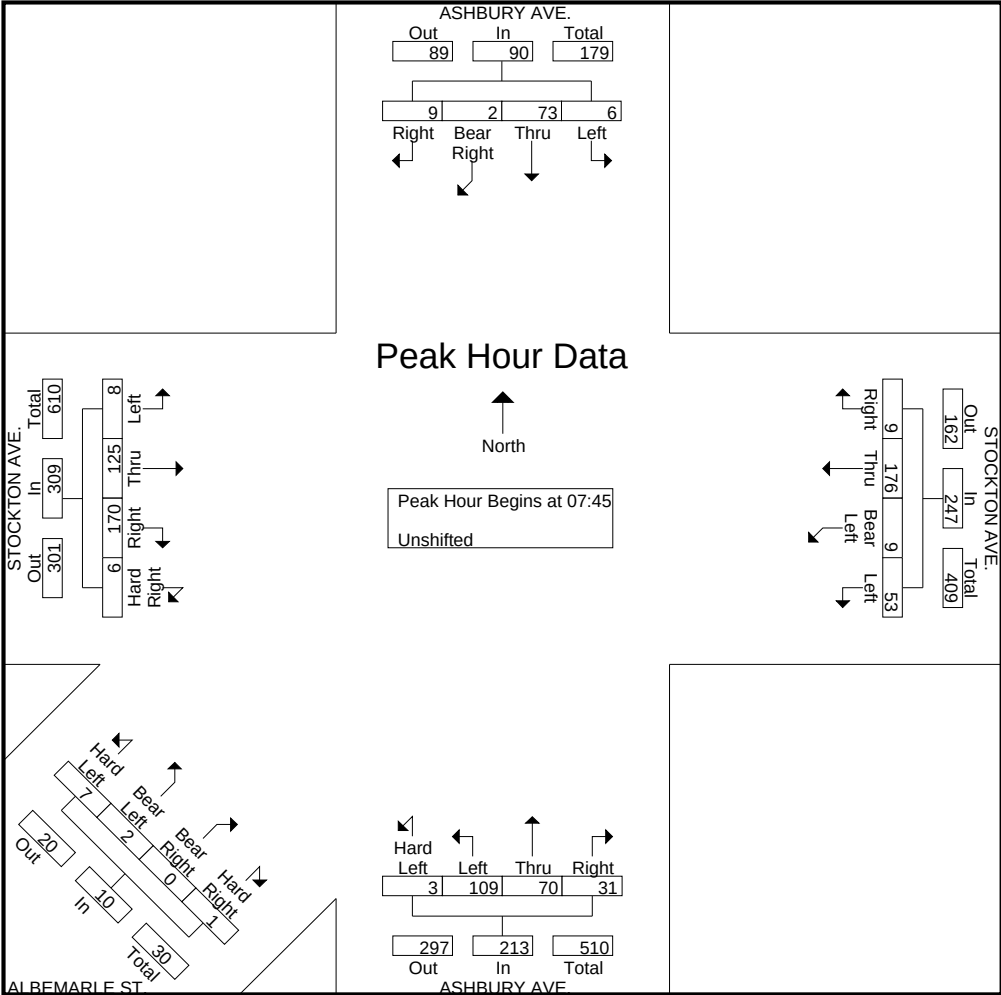
File Name : 11-7001-002 ASHBURY-STOCKTON
Site Code : 00000000
Start Date : 1/4/2011
Page No : 1

Groups Printed- Unshifted

	ASHBURY AVE. Southbound						STOCKTON AVE. Westbound						ASHBURY AVE. Northbound						ALBEMARLE ST. Northeastbound						STOCKTON AVE. Eastbound									
Start Time	Left	Thru	Bear Right	Right	Peds	App. Total	Left	Bear Left	Thru	Right	Peds	App. Total	Hard Left	Left	Thru	Right	Peds	App. Total	Hard Left	Bear Left	Bear Right	Hard Right	Peds	App. Total	Left	Thru	Right	Hard Right	Peds	App. Total	Exclu. Total	Inclu. Total	Int. Total	
07:00	0	6	2	1	0	9	3	2	19	1	0	25	0	2	7	0	2	9	0	0	1	0	2	1	2	4	7	0	2	13	6	57	63	
07:15	0	19	0	1	1	20	4	1	19	2	1	26	0	5	10	2	3	17	0	0	0	0	3	0	0	8	22	1	1	31	9	94	103	
07:30	2	27	0	3	0	32	9	1	25	1	0	36	0	7	13	5	7	25	0	0	0	0	7	0	1	11	20	1	4	33	18	126	144	
07:45	2	18	0	4	2	24	10	0	33	2	0	45	2	23	12	2	31	39	1	0	0	0	31	1	0	30	42	1	2	73	66	182	248	
Total	4	70	2	9	3	85	26	4	96	6	1	132	2	37	42	9	43	90	1	0	1	0	43	2	3	53	91	3	9	150	99	459	558	
08:00	1	16	2	4	1	23	11	0	50	3	10	64	0	30	22	10	51	62	2	0	0	1	51	3	4	39	75	2	9	120	122	272	394	
08:15	3	25	0	1	4	29	23	8	62	3	1	96	1	32	22	14	6	69	1	2	0	0	6	3	2	35	33	2	5	72	22	269	291	
08:30	0	14	0	0	3	14	9	1	31	1	3	42	0	24	14	5	17	43	3	0	0	0	17	3	2	21	20	1	5	44	45	146	191	
08:45	1	16	0	4	1	21	11	1	34	2	0	48	0	16	10	2	10	28	0	1	1	0	10	2	1	25	17	0	1	43	22	142	164	
Total	5	71	2	9	9	87	54	10	177	9	14	250	1	102	68	31	84	202	6	3	1	1	84	11	9	120	145	5	20	279	211	829	1040	
12:00	0	4	0	0	1	4	8	1	19	0	3	28	0	12	11	1	1	24	3	1	1	0	1	5	0	27	5	1	0	33	6	94	100	
12:15	2	9	0	1	5	12	6	1	26	1	0	34	0	4	15	4	5	23	0	0	1	0	5	1	3	28	12	1	1	44	16	114	130	
12:30	0	9	0	1	0	10	3	2	19	1	0	25	0	6	9	2	4	17	1	0	0	0	4	1	0	30	11	1	0	42	8	95	103	
12:45	0	9	1	0	2	10	5	1	24	1	2	31	0	8	14	3	3	25	0	0	0	0	3	0	3	24	6	1	2	34	12	100	112	
Total	2	31	1	2	8	36	22	5	88	3	5	118	0	30	49	10	13	89	4	1	2	0	13	7	6	109	34	4	3	153	42	403	445	
13:00	0	6	0	0	2	6	2	0	22	1	0	25	1	13	12	2	1	28	0	1	0	0	1	1	1	2	14	4	1	2	21	6	81	87
13:15	1	4	0	1	3	6	4	0	26	5	4	35	0	7	13	2	2	22	1	1	0	0	2	2	1	26	11	3	1	41	12	106	118	
13:30	2	7	1	1	1	11	4	1	25	1	0	31	0	6	9	1	1	16	1	0	1	1	1	3	2	27	8	2	1	39	4	100	104	
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Total	3	23	1	4	7	31	15	1	86	9	6	111	1	40	47	8	6	96	4	2	2	1	6	9	8	88	33	9	4	138	29	385	414	
14:00	2	11	0	1	10	14	8	0	19	2	1	29	0	13	8	4	2	25	1	0	0	0	2	1	0	23	13	1	1	37	16	106	122	
14:15	0	14	0	1	1	15	3	0	30	3	4	36	1	26	25	2	10	54	3	2	0	0	10	5	6	22	17	0	8	45	33	155	188	
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Total	6	47	1	5	12	59	26	2	101	7	6	136	1	80	60	20	16	161	5	2	1	0	16	8	15	107	51	4	14	177	64	541	605	
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Total	5	37	0	6	25	48	26	5	116	12	8	159	0	85	81	21	10	187	0	1	0	1	10	2	11	120	61	0	20	192	73	588	661	
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16:45	1	16	1	1	3	19	8	0	29	1	2	38	0	11	29	4	2	44	0	0	0	0	2	0	3	34	12	2	0	51	9	152	161	
Total	1	49	4	12	7	66	24	0	121	4	13	149	0	91	129	21	20	241	1	2	0	0	20	3	15	136	52	5	30	208	90	667	757	
17:00	0	12	1	2	1	15	6	0	27	1	0	34	0	31	23	8	2	62	0	0	0	0	2	0	5	48	8	2	2	63	7	174	181	
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17:45	3	11	2	0	0	16	8	1	11	2	0	22	0	19	21	6	0	46	1	0	0	0	0	1	9	20	14	2	0	45	0	130	130	
Total	3	42	6	4	1	55	31	3	100	6	1	140	0	115	121	30	7	266	2	2	0	0	7	4	22	145	62	5	2	234	18	699	717	
Grand Total	29	370	17	51	72	467	224	30	885	56	54	1195	5	580	597	150	199	1332	23	13	7	3	199	46	89	878	529	35	102	1531	626	4571	5197	
Apprch %	6.2	79.2	3.6	10.9			18.7	2.5	74.1	4.7			0.4	43.5	44.8	11.3			50	28.3	15.2	6.5			5.8	57.3	34.6	2.3						
Total %	0.6	8.1	0.4	1.1		10.2	4.9	0.7	19.4	1.2		26.1	0.1	12.7	13.1	3.3		29.1	0.5	0.3	0.2	0.1		1	1.9	19.2	11.6	0.8		33.5	12	88		

ASHBURY AVE. Southbound						STOCKTON AVE. Westbound					ASHBURY AVE. Northbound					ALBEMARLE ST. Northeastbound					STOCKTON AVE. Eastbound					Int. Total
Start Time	Left	Thru	Bear Right	Right	App. Total	Left	Bear Left	Thru	Right	App. Total	Hard Left	Left	Thru	Right	App. Total	Hard Left	Bear Left	Bear Right	Hard Right	App. Total	Left	Thru	Right	Hard Right	App. Total	
07:45	2	18	0	4	24	10	0	33	2	45	2	23	12	2	39	1	0	0	0	1	0	30	42	1	73	182
08:00	1	16	2	4	23	11	0	50	3	64	0	30	22	10	62	2	0	0	1	3	4	39	75	2	120	272
08:15	3	25	0	1	29	23	8	62	3	96	1	32	22	14	69	1	2	0	0	3	2	35	33	2	72	269
08:30	0	14	0	0	14	9	1	31	1	42	0	24	14	5	43	3	0	0	0	3	2	21	20	1	44	146
Total Volume	6	73	2	9	90	53	9	176	9	247	3	109	70	31	213	7	2	0	1	10	8	125	170	6	309	869

% App. Total	6.7	81.1	2.2	10		21.5	3.6	71.3	3.6		1.4	51.2	32.9	14.6		70	20	0	10		2.6	40.5	55	1.9		
PHF	.500	.730	.250	.563	.776	.576	.281	.710	.750	.643	.375	.852	.795	.554	.772	.583	.250	.000	.250	.833	.500	.801	.567	.750	.644	.799



Peak Hour Analysis From 12:00 to 17:45 - Peak 1 of 1
 Peak Hour for Entire Intersection Begins at 16:45

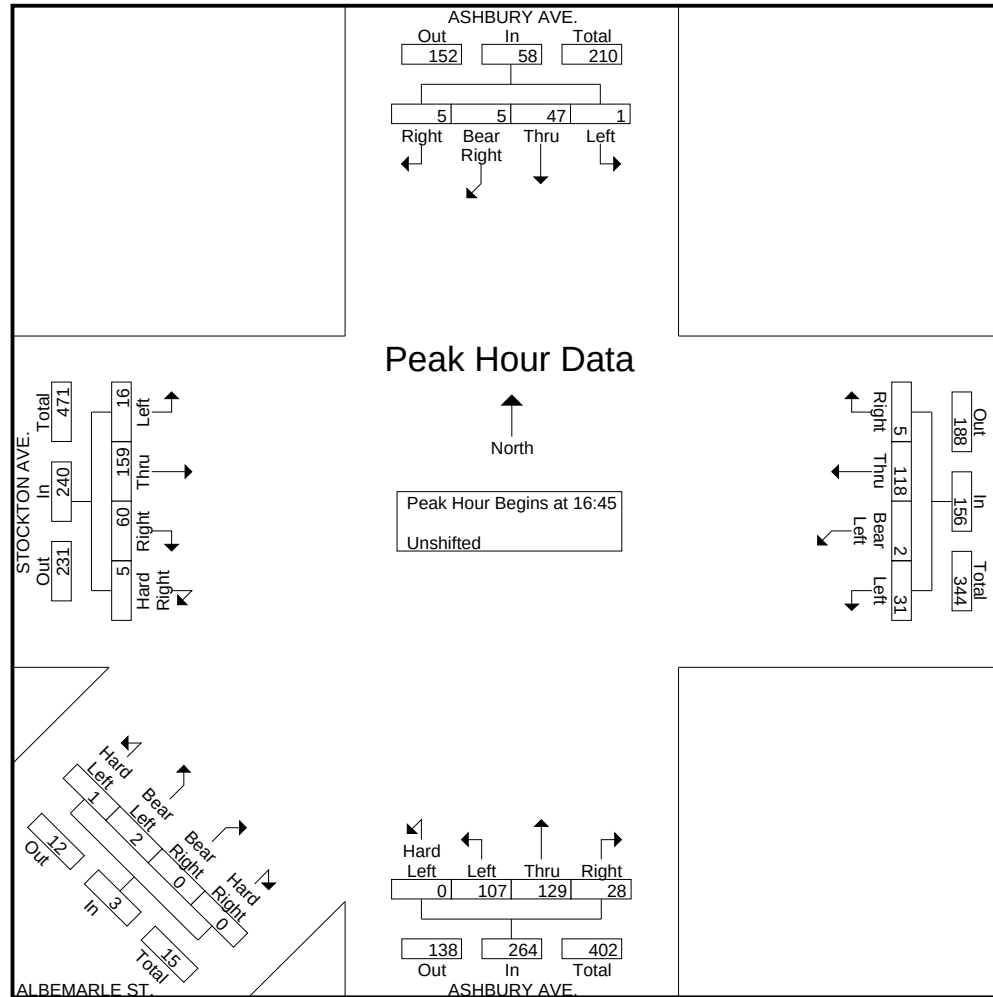
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17:15	0	10	1	1	12	9	1	29	2	41	0	24	43	8	75	0	1	0	0	1	4	37	17	1	59	188
17:30	0	9	2	1	12	8	1	33	1	43	0	41	34	8	83	1	1	0	0	2	4	40	23	0	67	207
Total Volume	1	47	5	5	58	31	2	118	5	156	0	107	129	28	264	1	2	0	0	3	16	159	60	5	240	721
% App. Total	1.7	81	8.6	8.6		19.9	1.3	75.6	3.2		0	40.5	48.9	10.6		33.3	66.7	0	0		6.7	66.2	25	2.1		
PHF	.250	.734	.625	.625	.763	.861	.500	.894	.625	.907	.000	.652	.750	.875	.795	.250	.500	.000	.000	.375	.800	.828	.652	.625	.896	.871

All Traffic Data

(916) 771-8700

CITY OF EL CERRITO
BIKES ON BANK 1

File Name : 11-7001-002 ASHBURY-STOCKTON
Site Code : 00000000
Start Date : 1/4/2011
Page No : 3



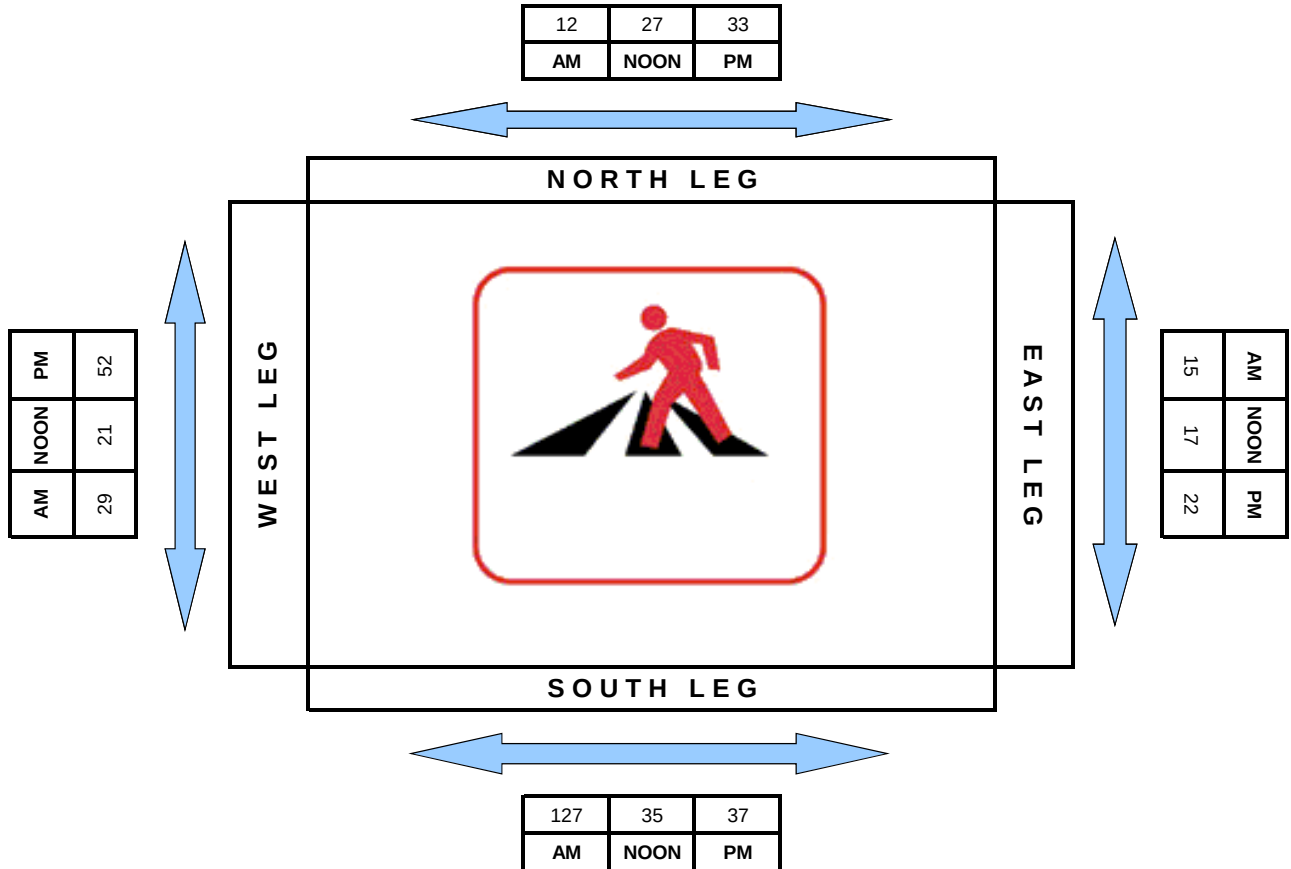
PREPARED BY NATIONAL DATA & SURVEYING SERVICES

Pedestrian Count

PROJECT#: 11-7001-002
 N/S Street: ASHBURY AVE.
 E/W Street: STOCKTON AVE.
 DATE: 1/4/2011
 CITY: El Cerrito

DAY: Tuesday

	Start:	End:
AM	7:00	9:00
NOON	12:00	15:00
PM	15:00	18:00



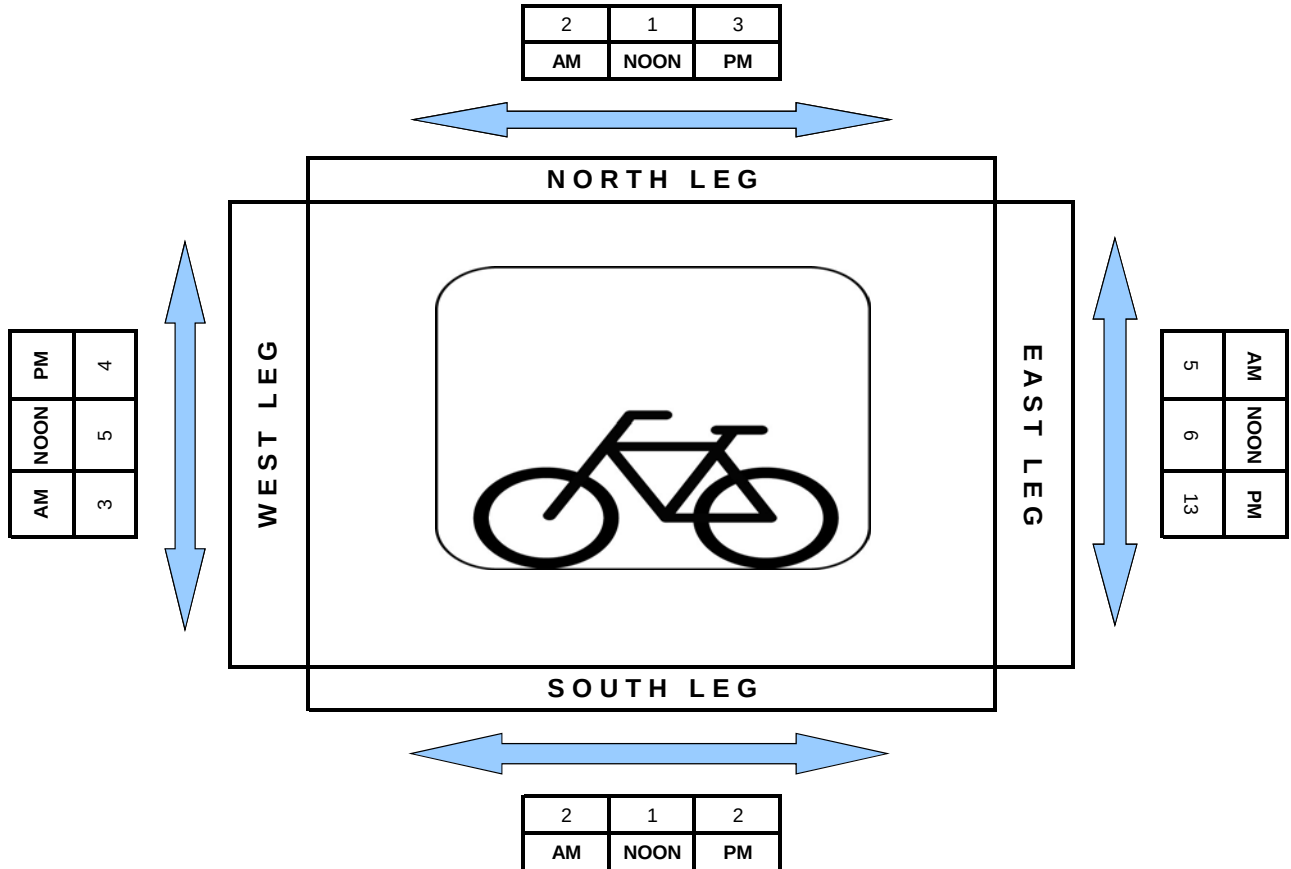
PREPARED BY NATIONAL DATA & SURVEYING SERVICES

Bicycle Count

PROJECT#: 11-7001-002
 N/S Street: ASHBURY AVE.
 E/W Street: STOCKTON AVE.
 DATE: 1/4/2011
 CITY: El Cerrito

DAY: Tuesday

	Start:	End:
AM	7:00	9:00
NOON	12:00	15:00
PM	15:00	18:00



PREPARED BY NATIONAL DATA & SURVEYING SERVICES

PROJECT#: 11-7001-002
N/S Street: ASHBURY AVE.
E/W Street: STOCKTON AVE.
DATE: 1/4/2011
CITY: El Cerrito

DAY: Tuesday

A M

PEDESTRIANS

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
7:00 AM	0	2	0	2
7:15 AM	1	3	1	1
7:30 AM	0	7	0	4
7:45 AM	2	31	0	2
8:00 AM	1	51	10	9
8:15 AM	4	6	1	5
8:30 AM	3	17	3	5
8:45 AM	1	10	0	1
TOTALS	12	127	15	29

BIKES

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
7:00 AM	1	0	0	0
7:15 AM	0	0	0	0
7:30 AM	0	0	2	0
7:45 AM	0	0	1	0
8:00 AM	0	0	0	1
8:15 AM	1	0	0	1
8:30 AM	0	1	0	0
8:45 AM	0	1	2	1
TOTALS	2	2	5	3

N O O N

PEDESTRIANS

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
12:00 PM	1	1	3	0
12:15 PM	5	5	0	1
12:30 PM	0	4	0	0
12:45 PM	2	3	2	2
1:00 PM	2	1	0	2
1:15 PM	3	2	4	1
1:30 PM	1	1	0	1
1:45 PM	1	2	2	0
2:00 PM	10	2	1	1
2:15 PM	1	10	4	8
2:30 PM	1	3	1	3
2:45 PM	0	1	0	2
TOTALS	27	35	17	21

BIKES

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
12:00 PM	0	0	0	0
12:15 PM	0	1	0	0
12:30 PM	0	0	0	0
12:45 PM	0	0	0	0
1:00 PM	0	0	1	2
1:15 PM	0	0	0	1
1:30 PM	0	0	0	1
1:45 PM	0	0	0	0
2:00 PM	1	0	0	0
2:15 PM	0	0	2	1
2:30 PM	0	0	3	0
2:45 PM	0	0	0	0
TOTALS	1	1	6	5

P M

PEDESTRIANS

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
3:00 PM	6	0	3	5
3:15 PM	1	2	1	1
3:30 PM	17	3	2	13
3:45 PM	1	5	2	1
4:00 PM	1	13	5	11
4:15 PM	1	5	5	16
4:30 PM	2	0	1	3
4:45 PM	3	2	2	0
5:00 PM	1	2	0	2
5:15 PM	0	2	1	0
5:30 PM	0	3	0	0
5:45 PM	0	0	0	0
TOTALS	33	37	22	52

BIKES

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
3:00 PM	0	0	0	0
3:15 PM	1	0	1	1
3:30 PM	0	0	3	0
3:45 PM	0	0	0	0
4:00 PM	0	0	1	0
4:15 PM	1	0	1	1
4:30 PM	0	0	1	1
4:45 PM	0	0	1	0
5:00 PM	0	1	1	0
5:15 PM	1	1	4	1
5:30 PM	0	0	0	0
5:45 PM	0	0	0	0
TOTALS	3	2	13	4

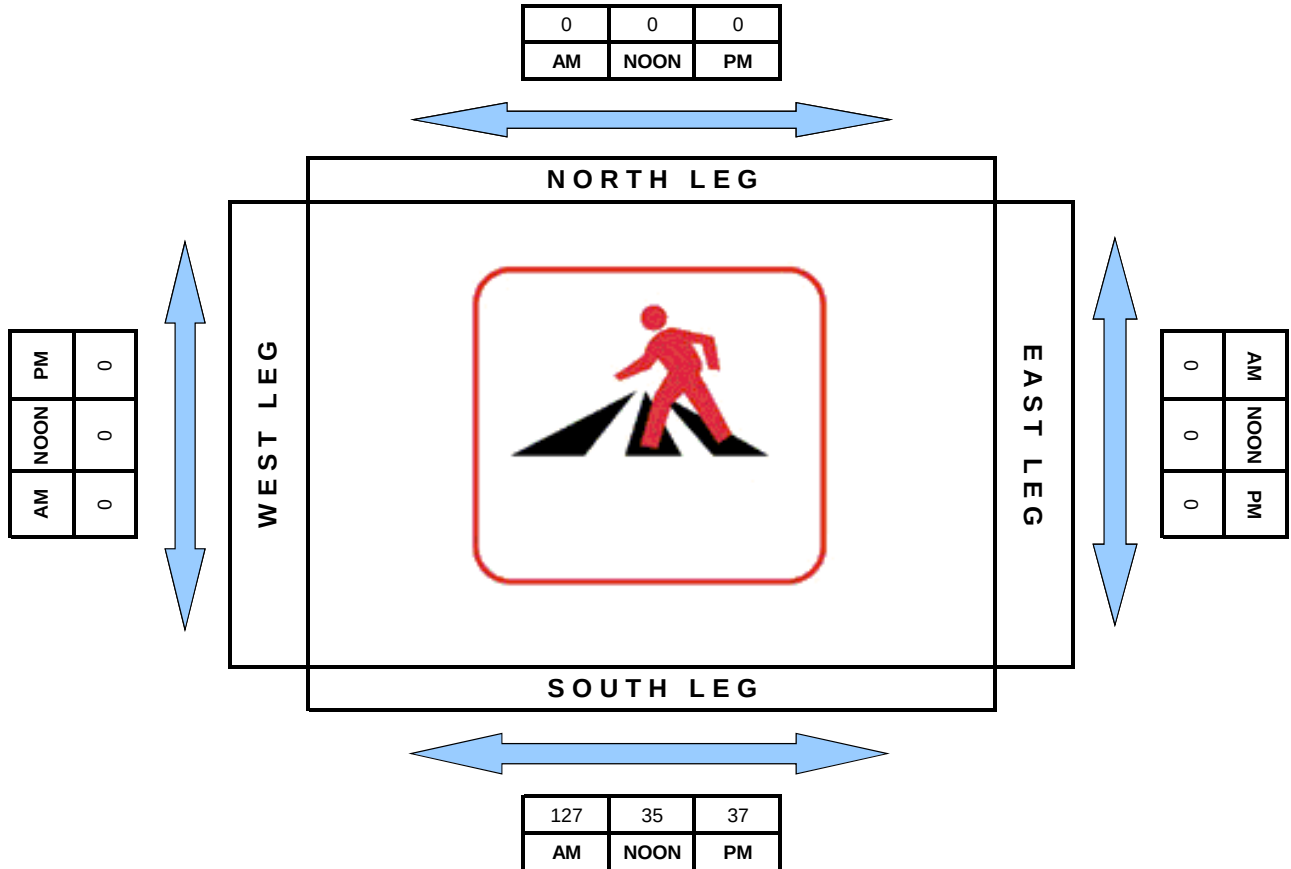
PREPARED BY NATIONAL DATA & SURVEYING SERVICES

Pedestrian Count

PROJECT#: 11-7001-002
 N/S Street: ALBEMARLE ST.
 E/W Street: STOCKTON AVE.
 DATE: 1/4/2011
 CITY: El Cerrito

DAY: Tuesday

	Start:	End:
AM	7:00	9:00
NOON	12:00	15:00
PM	15:00	18:00



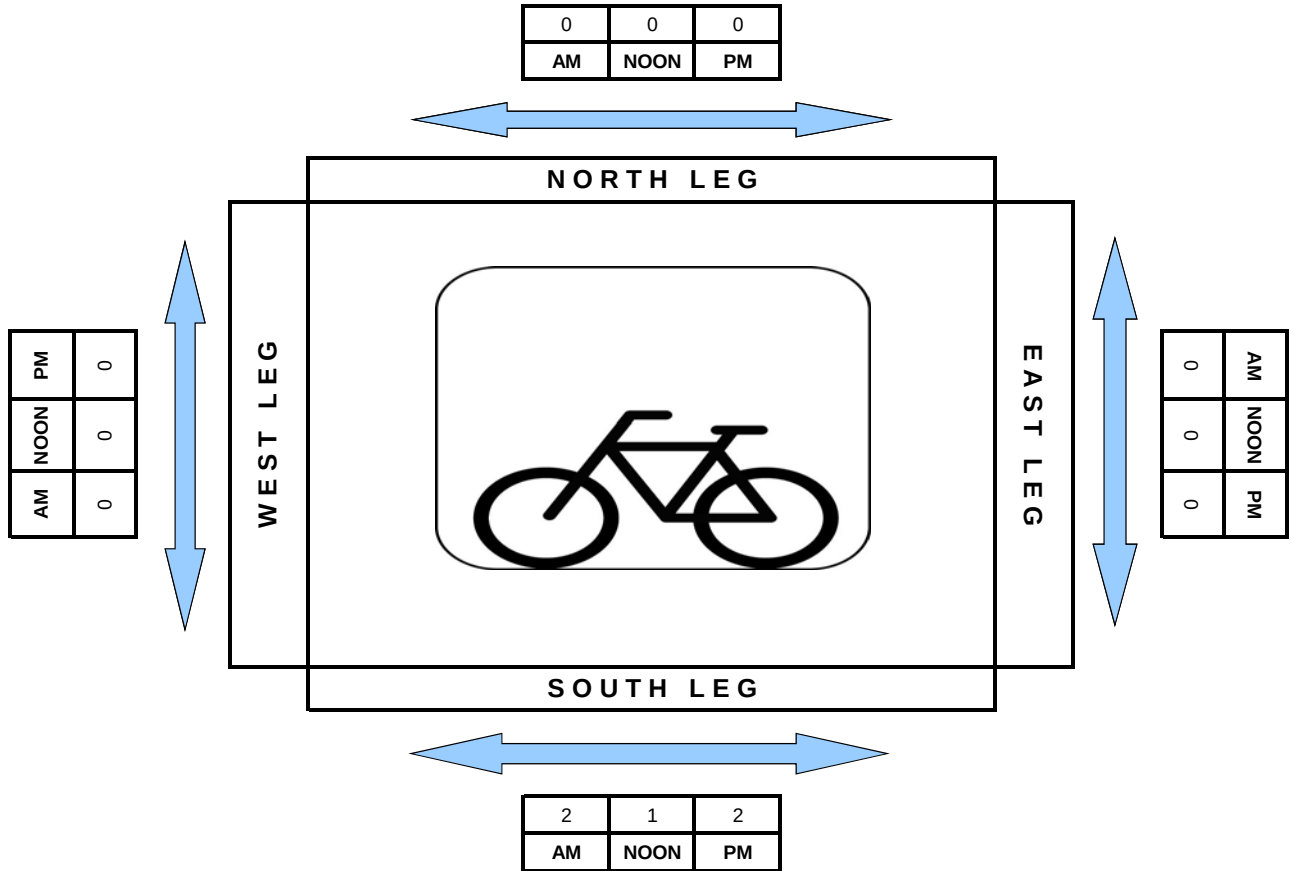
PREPARED BY NATIONAL DATA & SURVEYING SERVICES

Bicycle Count

PROJECT#: 11-7001-002
 N/S Street: ALBEMARLE ST.
 E/W Street: STOCKTON AVE.
 DATE: 1/4/2011
 CITY: El Cerrito

DAY: Tuesday

	Start:	End:
AM	7:00	9:00
NOON	12:00	15:00
PM	15:00	18:00



PREPARED BY NATIONAL DATA & SURVEYING SERVICES

PROJECT#: 11-7001-002
N/S Street: ALBEMARLE ST.
E/W Street: STOCKTON AVE.
DATE: 1/4/2011
CITY: El Cerrito

DAY: Tuesday

A M

PEDESTRIANS

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
7:00 AM		2		
7:15 AM		3		
7:30 AM		7		
7:45 AM		31		
8:00 AM		51		
8:15 AM		6		
8:30 AM		17		
8:45 AM		10		
TOTALS	0	127	0	0

BIKES

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
7:00 AM		0		
7:15 AM		0		
7:30 AM		0		
7:45 AM		0		
8:00 AM		0		
8:15 AM		0		
8:30 AM		1		
8:45 AM		1		
TOTALS	0	2	0	0

N O O N

PEDESTRIANS

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
12:00 PM		1		
12:15 PM		5		
12:30 PM		4		
12:45 PM		3		
1:00 PM		1		
1:15 PM		2		
1:30 PM		1		
1:45 PM		2		
2:00 PM		2		
2:15 PM		10		
2:30 PM		3		
2:45 PM		1		
TOTALS	0	35	0	0

BIKES

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
12:00 PM		0		
12:15 PM		1		
12:30 PM		0		
12:45 PM		0		
1:00 PM		0		
1:15 PM		0		
1:30 PM		0		
1:45 PM		0		
2:00 PM		0		
2:15 PM		0		
2:30 PM		0		
2:45 PM		0		
TOTALS	0	1	0	0

P M

PEDESTRIANS

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
3:00 PM		0		
3:15 PM		2		
3:30 PM		3		
3:45 PM		5		
4:00 PM		13		
4:15 PM		5		
4:30 PM		0		
4:45 PM		2		
5:00 PM		2		
5:15 PM		2		
5:30 PM		3		
5:45 PM		0		
TOTALS	0	37	0	0

BIKES

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
3:00 PM		0		
3:15 PM		0		
3:30 PM		0		
3:45 PM		0		
4:00 PM		0		
4:15 PM		0		
4:30 PM		0		
4:45 PM		0		
5:00 PM		1		
5:15 PM		1		
5:30 PM		0		
5:45 PM		0		
TOTALS	0	2	0	0

Appendix B

- All Way Stop Warrants Analysis
- Collision Analysis based on SWITRS Data (2005 – 2009)

Table III: Ashbury Ave and Stockton Ave Multi-way Stop Warrant Analysis

CA MUTCD Multiway Stop Installation Guidance	Comment	Warrant Met?
A. Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.	Based on the hourly volume from ADT counts at this intersection, signal warrants were not met.	No
B. A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.	A maximum of three accidents were reported in a 12-month period.	No
C. Minimum Volumes:		
1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and	Five peak hour volumes exceed 300 vph based on ADT counts	No
2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but	Six hourly counts exceeded 200 vehicles on the minor street. The highest peak hour volume is approximately 385 vehicles.	No
3. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.	The the 85th-percentile of Stockton Ave is 28 mph.	No
D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.	None of the criteria B, C.1, and C.2 are satisfied to 80 percent of the minimum values.	No

Source: California MUTCD 2003 – Part 2: Signs, Section 2B.07

Ashbury Ave and Stockton Ave Traffic Counts

Hours	Major Street			Minor Street						
	Vehicles		Total of Both Approaches	Vehicles		Peds		Bikes		Total of Both Approaches
	EB	WB		NB	SB	NB	SB	NB	SB	
12:00 AM										
1:00 AM										
2:00 AM	3									
3:00 AM										
4:00 AM										
5:00 AM										
6:00 AM										
7:00 AM	150	132	282	90	85	43	3	0	1	222
8:00 AM	279	250	529	202	87	84	9	2	1	385
9:00 AM										
10:00 AM										
11:00 AM										
12:00 PM	153	118	271	89	36	13	8	1	0	147
1:00 PM	138	111	249	96	31	6	7	0	0	140
2:00 PM	177	136	313	161	59	16	12	0	1	249
3:00 PM	192	159	351	187	48	10	25	0	1	271
4:00 PM	208	149	357	241	66	20	7	0	1	335
5:00 PM	234	140	374	266	55	7	1	2	1	332
6:00 PM										
7:00 PM										
8:00 PM										
9:00 PM										
10:00 PM										
11:00 PM										

Northeast

2

11

0

0

0

7

9

8

2

3

4

Queuing and Blocking Report

AM Existing

1/17/2011

Intersection: 3: Stockton Ave & Ashbury Ave

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	51	31	148	31
Average Queue (ft)	16	18	82	31
95th Queue (ft)	51	43	139	31
Link Distance (ft)	4	663	454	439
Upstream Blk Time (%)	1			
Queuing Penalty (veh)	3			
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 5: Stockton Ave &

Movement	NB
Directions Served	LR
Maximum Queue (ft)	29
Average Queue (ft)	6
95th Queue (ft)	25
Link Distance (ft)	209
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 3

Queuing and Blocking Report

PM Existing

1/17/2011

Intersection: 3: Stockton Ave & Ashbury Ave

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	53	31	115	31
Average Queue (ft)	17	12	79	12
95th Queue (ft)	52	37	127	37
Link Distance (ft)	4	663	454	439
Upstream Blk Time (%)	1			
Queuing Penalty (veh)	2			
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 5: Stockton Ave &

Movement	EB	WB	NB
Directions Served	TR	LT	LR
Maximum Queue (ft)	31	54	30
Average Queue (ft)	6	21	6
95th Queue (ft)	26	65	26
Link Distance (ft)	360	4	209
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Network Summary

Network wide Queuing Penalty: 2

Queuing and Blocking Report

AM Proposed

1/17/2011

Intersection: 3: Stockton Ave & Ashbury Ave

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	31	233	109	31
Average Queue (ft)	31	126	75	31
95th Queue (ft)	31	260	109	31
Link Distance (ft)	4	663	454	439
Upstream Blk Time (%)	17			
Queuing Penalty (veh)	51			
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 5: Stockton Ave &

Movement	EB	WB	NB
Directions Served	TR	LT	LR
Maximum Queue (ft)	92	31	29
Average Queue (ft)	62	31	6
95th Queue (ft)	97	31	25
Link Distance (ft)	360	4	209
Upstream Blk Time (%)		12	
Queuing Penalty (veh)		37	
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Network Summary

Network wide Queuing Penalty: 88

Queuing and Blocking Report
PM Proposed

1/17/2011

Intersection: 3: Stockton Ave & Ashbury Ave

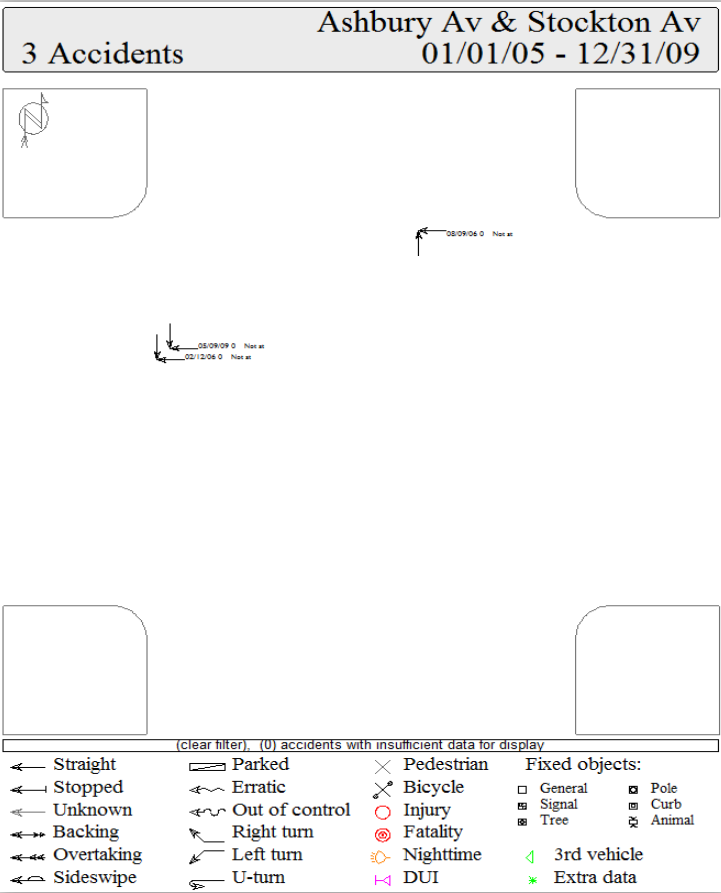
Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	55	55	163	31
Average Queue (ft)	40	44	88	12
95th Queue (ft)	59	63	160	37
Link Distance (ft)	4	663	454	439
Upstream Blk Time (%)	14			
Queuing Penalty (veh)	33			
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 5: Stockton Ave &

Movement	EB	WB	NB
Directions Served	TR	LT	LR
Maximum Queue (ft)	99	54	30
Average Queue (ft)	61	44	6
95th Queue (ft)	109	61	26
Link Distance (ft)	360	4	209
Upstream Blk Time (%)		9	
Queuing Penalty (veh)		20	
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Network Summary

Network wide Queuing Penalty: 53



DATE	STREET 1	STREET 2	DISTANCE	DIR FROM INT	INJURY	VEH 1 MOV	VEH 2 MOV	LIGHTING	COLL TYPE	VIOL CAT
02/12/06	STOCKTON AV	ASHBURY AV	0	Not stated	0	Straight	Straight	Daylight	Broadside	Auto right-of-way
08/09/06	STOCKTON AV	ASHBURY AV	0	Not stated	0	Straight	Straight	Daylight	Broadside	Auto right-of-way
05/09/09	STOCKTON AV	ASHBURY AV	0	Not stated	0	Straight	Straight	Daylight	Broadside	Auto right-of-way



Transportation
Consultants

Vision That Moves Your Community

TECHNICAL MEMORANDUM

Date: September 8, 2011 Project No.: 209-004, T7

To: Yvetteh Ortiz, PE
Engineering Manager
City of El Cerrito, Public Works

From: Christopher Thnay, PE, AICP Jurisdiction: El Cerrito

Subject: Results of multi-way STOP analysis at Ashbury Avenue and Central Avenue

This technical memorandum documents the findings for multi-way STOP control analysis at the intersection of Ashbury Avenue and Central Avenue.

Data Collection

Detailed data collections were obtained as follows:

- Vehicle, pedestrians and bicycle turning movement counts (TMC) for eight hours (7 a.m. to 9 a.m. and noon to 6 p.m.)

The detailed count information is contained in Appendix A.

All-Way Stop Warrants Analysis

The *Manual on Uniform Traffic Control Devices (MUTCD)* California Edition has the following warrants for all-way stop control:

- Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.
- Minimum volumes:
 - The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
 - The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
 - If the 85th-percentile approach speed of the major street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.



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980 Ninth Street
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95814-2736
916.449.9095

Santa Rosa

1400 N. Dutton Avenue
Suite 21
Santa Rosa, CA
95401-4643
707.575.5800
707.575.5888 fax

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www.tjkm.com

D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

Other criteria that may be considered in an engineering study include:

1. *The need to control left-turn conflicts;*
2. *The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;*
3. *Locations where a road user, after stopping, cannot see conflicting traffic and is not able to safely negotiate the intersection unless conflicting cross traffic is also required to stop; and*
4. *An intersection of two residential neighborhood collector (through) street of similar design and operating characteristics where multiway stop control would improve traffic operational characteristics of the intersection.*

TJKM conducted All-Way Stop analysis for the intersection based on the MUTCD criteria. This included collision analysis based on a review of the most current 5-year SWITRS collision database (2005 to 2009). The details are contained in Appendix B.

Existing Condition

The intersection of Ashbury Avenue and Central Avenue is a T-intersection. Ashbury Avenue is classified as collector and Central Avenue as a local street in this area. Both streets are designated as Pedestrian Routes in the City's Circulation Plan.

The intersection is located approximately 640 feet to the south of the entrance to El Cerrito High School. Harding Elementary School is also located nearby. Both streets are two-lane roadways with on-street parking. Ladder striped crosswalks exist on both the north and south leg of the intersection on Ashbury Avenue. The intersection sight distance is clear on all three approaches.

The estimated ADT of Ashbury Avenue and Central Avenue are respectively 6,000 vpd and 5,600 vpd. The highest amount of pedestrians and bicycle traffic during the a.m. peak hour is approximately 43 on the south leg of Ashbury Avenue. The highest pedestrians and bicycle traffic during the p.m. peak hour is approximately 59 on the north leg of Ashbury Avenue.

Results of Analysis

The following is a summary of the minimum criteria as indicated in the MUTCD:

Minimum volumes (8-hour) – not met for both major and minor streets. Volume criteria met for six of eight hours on the major street and met two hours on the minor street.

Collision Criteria (5 or more reported crashes in a 12-month period that are susceptible to correction) - A total of two accidents were reported in a 12-month period. Not met.

Note the MUTCD warrants also include the other criteria that may be considered in an engineering study such as Criteria D-2 which states: “*The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes; ...*” As noted above, there are two schools located near the intersection. Due to the amount of school age



pedestrians in the vicinity and associated issues, an all-way stop control intersection is justified based on MUTCD Other D-2 Criteria. The detailed information and summary of the all-way stop analysis are contained in Appendix B.

Level of Service LOS Analysis

The existing peak hour data were analyzed using the Synchro software and the level of service (LOS) along with queuing analysis were performed for the existing conditions and the proposed All-Way Stop control. The queuing analysis performed is based on the results of Simtraffic micro-simulation at 95th percentile queuing. The results of the analysis are shown in Table I.

Table I: Results of Intersection LOS and Queuing (ft) Analysis

Intersection	A.M. Peak Hour					
	Existing Two-Way Stop Control			Proposed All-Way Stop Control		
	Delay	LOS	Queuing (ft)	Delay	LOS	Queuing (ft)
Ashbury Avenue and Central Avenue	19.0	C	96	11.0	B	83
	P.M. Peak Hour					
	Existing Two-Way Stop Control			Proposed All-Way Stop Control		
	Delay	LOS	Queuing (ft)	Delay	LOS	Queuing (ft)
	12.8	B	60	10.8	B	77

Note: queuing is based on the worst approach queue.

Both streets function like residential collectors. The existing intersection operates at LOS C during the a.m. peak hour as shown in Table I. If converted to All-Way Stop control, the intersection will operate at LOS B during the a.m. and p.m. peak hour. With All-Way Stop control, the estimated maximum queue would be reduced from the estimated existing queue of 96 feet to approximately 83 feet during the a.m. peak hour (approximately 14 percent decrease). Therefore, based on the MUTCD Other D-4 Criteria, a conversion to multiway stop control would improve traffic operational characteristics of the intersection.

Conclusion: All Way Stop justified based on MUTCD Other D-2 and D-4 Criteria.

Appendix A

- Vehicle, Pedestrians and Bicycle Counts

All Traffic Data

(916) 771-8700

CITY OF EL CERRITO
BIKES ON BANK 1

File Name : 11-7001-001 ASHBURY-CENTRAL
Site Code : 00000000
Start Date : 1/4/2011
Page No : 1

Groups Printed- Unshifted

	ASHBURY AVE. Southbound					Westbound					ASHBURY AVE. Northbound					CENTRAL AVE. Eastbound					Exclu. Total	Inclu. Total	Int. Total
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total			
07:00	0	10	5	1	15	0	0	0	0	0	19	7	0	0	26	4	0	7	0	11	1	52	53
07:15	0	29	5	1	34	0	0	0	0	0	25	10	0	1	35	8	0	11	2	19	4	88	92
07:30	0	48	11	3	59	0	0	0	0	0	56	17	0	5	73	9	0	30	0	39	8	171	179
07:45	0	26	18	11	44	0	0	0	0	0	37	28	0	12	65	22	0	16	3	38	26	147	173
Total	0	113	39	16	152	0	0	0	0	0	137	62	0	18	199	43	0	64	5	107	39	458	497
08:00	0	34	38	12	72	0	0	0	0	0	47	22	0	12	69	31	0	27	1	58	25	199	224
08:15	0	65	30	6	95	0	0	0	0	0	50	29	0	6	79	28	0	30	0	58	12	232	244
08:30	0	39	11	4	50	0	0	0	0	0	50	23	0	6	73	7	0	28	1	35	11	158	169
08:45	0	31	5	2	36	0	0	0	0	0	28	16	0	1	44	7	0	26	1	33	4	113	117
Total	0	169	84	24	253	0	0	0	0	0	175	90	0	25	265	73	0	111	3	184	52	702	754
12:00	0	16	5	0	21	0	0	0	0	0	19	21	0	1	40	7	0	28	0	35	1	96	97
12:15	0	29	4	1	33	0	0	0	0	0	23	21	0	0	44	5	0	21	5	26	6	103	109
12:30	0	16	6	0	22	0	0	0	0	0	13	14	0	0	27	13	0	21	2	34	2	83	85
12:45	0	27	5	0	32	0	0	0	0	0	23	27	0	0	50	11	0	25	0	36	0	118	118
Total	0	88	20	1	108	0	0	0	0	0	78	83	0	1	161	36	0	95	7	131	9	400	409
13:00	0	18	4	1	22	0	0	0	0	0	24	24	0	2	48	5	0	19	2	24	5	94	99
13:15	0	18	7	0	25	0	0	0	0	0	24	16	0	2	40	7	0	14	0	21	2	86	88
13:30	0	24	4	0	28	0	0	0	0	0	20	12	0	2	32	7	0	24	1	31	3	91	94
13:45	0	27	8	0	35	0	0	0	0	0	27	21	0	0	48	17	0	16	2	33	2	116	118
Total	0	87	23	1	110	0	0	0	0	0	95	73	0	6	168	36	0	73	5	109	12	387	399
14:00	0	25	13	0	38	0	0	0	0	0	30	25	0	1	55	18	0	24	2	42	3	135	138
14:15	0	26	14	22	40	0	0	0	0	0	24	24	0	5	48	14	0	25	9	39	36	127	163
14:30	0	27	4	1	31	0	0	0	0	0	20	34	0	1	54	7	0	30	6	37	8	122	130
14:45	0	39	5	5	44	0	0	0	0	0	39	25	0	0	64	18	0	18	0	36	5	144	149
Total	0	117	36	28	153	0	0	0	0	0	113	108	0	7	221	57	0	97	17	154	52	528	580
15:00	0	27	7	4	34	0	0	0	0	0	34	28	0	2	62	7	0	32	1	39	7	135	142
15:15	0	27	7	6	34	0	0	0	0	0	35	44	0	2	79	23	0	30	4	53	12	166	178
15:30	0	25	4	12	29	0	0	0	0	0	24	35	0	1	59	12	0	30	6	42	19	130	149
15:45	0	25	11	4	36	0	0	0	0	0	30	40	0	3	70	29	0	30	1	59	8	165	173
Total	0	104	29	26	133	0	0	0	0	0	123	147	0	8	270	71	0	122	12	193	46	596	642
16:00	0	21	24	25	45	0	0	0	0	0	33	37	0	15	70	20	0	30	9	50	49	165	214
16:15	0	33	10	13	43	0	0	0	0	0	25	50	0	4	75	14	0	32	0	46	17	164	181
16:30	0	27	3	1	30	0	0	0	0	0	26	44	0	0	70	6	0	35	1	41	2	141	143

All Traffic Data

(916) 771-8700

CITY OF EL CERRITO
BIKES ON BANK 1

File Name : 11-7001-001 ASHBURY-CENTRAL
Site Code : 00000000
Start Date : 1/4/2011
Page No : 2

Groups Printed- Unshifted

	ASHBURY AVE. Southbound					Westbound					ASHBURY AVE. Northbound					CENTRAL AVE. Eastbound							
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Exclu. Total	Inclu. Total	Int. Total
16:45	0	28	5	4	33	0	0	0	0	0	31	48	0	2	79	8	0	41	1	49	7	161	168
Total	0	109	42	43	151	0	0	0	0	0	115	179	0	21	294	48	0	138	11	186	75	631	706
17:00	0	30	3	6	33	0	0	0	0	0	28	52	0	3	80	14	0	48	2	62	11	175	186
17:15	0	29	12	4	41	0	0	0	0	0	28	75	0	0	103	13	0	39	1	52	5	196	201
17:30	0	37	9	2	46	0	0	0	0	0	23	43	0	1	66	17	0	33	3	50	6	162	168
17:45	0	28	5	1	33	0	0	0	0	0	21	38	0	0	59	12	0	28	2	40	3	132	135
Total	0	124	29	13	153	0	0	0	0	0	100	208	0	4	308	56	0	148	8	204	25	665	690
Grand Total	0	911	302	152	1213	0	0	0	0	0	936	950	0	90	1886	420	0	848	68	1268	310	4367	4677
Apprch %	0	75.1	24.9			0	0	0			49.6	50.4	0			33.1	0	66.9					
Total %	0	20.9	6.9		27.8	0	0	0			21.4	21.8	0		43.2	9.6	0	19.4		29	6.6	93.4	

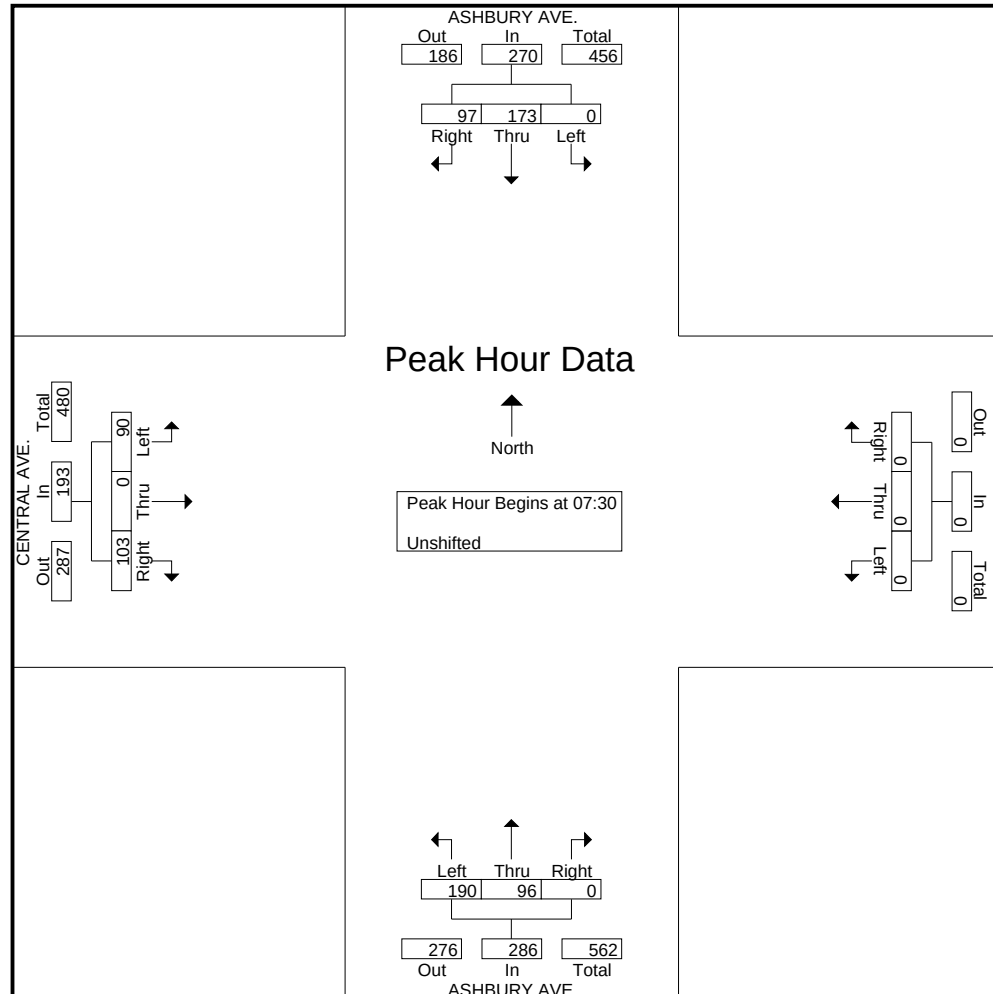
	ASHBURY AVE. Southbound				Westbound				ASHBURY AVE. Northbound				CENTRAL AVE. Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 to 08:45 - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30																	
07:30	0	48	11	59	0	0	0	0	56	17	0	73	9	0	30	39	171
07:45	0	26	18	44	0	0	0	0	37	28	0	65	22	0	16	38	147
08:00	0	34	38	72	0	0	0	0	47	22	0	69	31	0	27	58	199
08:15	0	65	30	95	0	0	0	0	50	29	0	79	28	0	30	58	232
Total Volume	0	173	97	270	0	0	0	0	190	96	0	286	90	0	103	193	749
% App. Total	0	64.1	35.9		0	0	0		66.4	33.6	0		46.6	0	53.4		
PHF	.000	.665	.638	.711	.000	.000	.000	.000	.848	.828	.000	.905	.726	.000	.858	.832	.807

All Traffic Data

(916) 771-8700

CITY OF EL CERRITO
BIKES ON BANK 1

File Name : 11-7001-001 ASHBURY-CENTRAL
Site Code : 00000000
Start Date : 1/4/2011
Page No : 3



All Traffic Data

(916) 771-8700

CITY OF EL CERRITO
BIKES ON BANK 1

File Name : 11-7001-001 ASHBURY-CENTRAL
Site Code : 00000000
Start Date : 1/4/2011
Page No : 4

	ASHBURY AVE. Southbound				Westbound				ASHBURY AVE. Northbound				CENTRAL AVE. Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 12:00 to 17:45 - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 16:45																	
16:45	0	28	5	33	0	0	0	0	31	48	0	79	8	0	41	49	161
17:00	0	30	3	33	0	0	0	0	28	52	0	80	14	0	48	62	175
17:15	0	29	12	41	0	0	0	0	28	75	0	103	13	0	39	52	196
17:30	0	37	9	46	0	0	0	0	23	43	0	66	17	0	33	50	162
Total Volume	0	124	29	153	0	0	0	0	110	218	0	328	52	0	161	213	694
% App. Total	0	81	19		0	0	0		33.5	66.5	0		24.4	0	75.6		
PHF	.000	.838	.604	.832	.000	.000	.000	.000	.887	.727	.000	.796	.765	.000	.839	.859	.885

All Traffic Data

(916) 771-8700

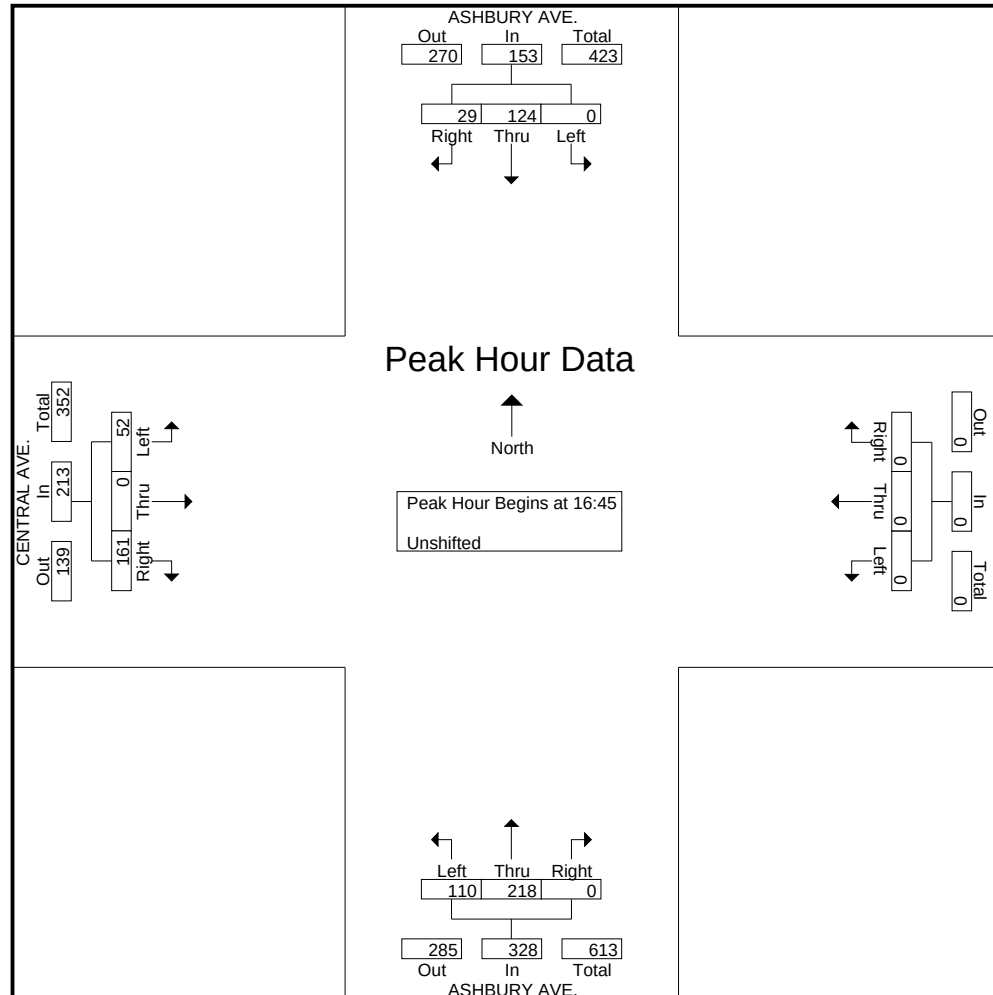
CITY OF EL CERRITO
BIKES ON BANK 1

File Name : 11-7001-001 ASHBURY-CENTRAL

Site Code : 00000000

Start Date : 1/4/2011

Page No : 5



PREPARED BY NATIONAL DATA & SURVEYING SERVICES

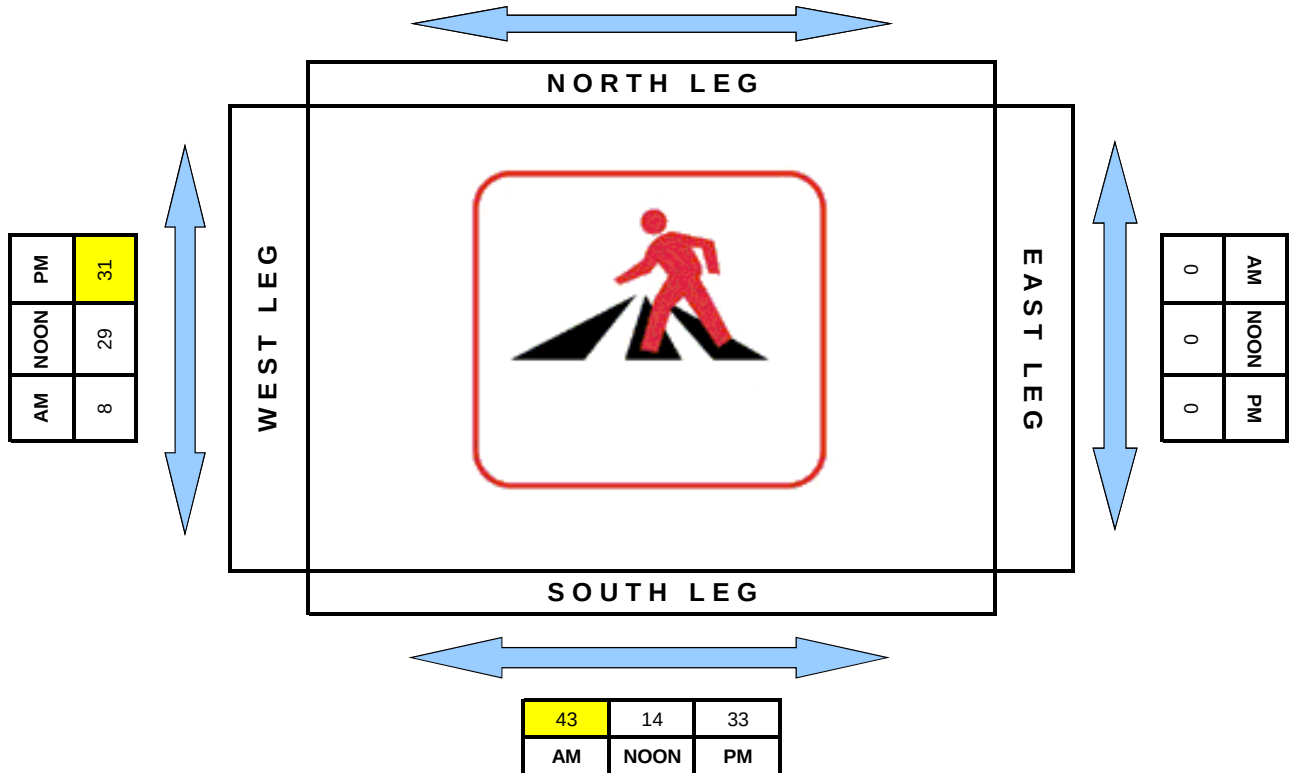
Pedestrian Count

PROJECT#: 11-7001-001
 N/S Street: ASHBURY AVE.
 E/W Street: CENTRAL AVE.
 DATE: 1/4/2011
 CITY: El Cerrito

DAY: Tuesday

	Start:	End:
AM	7:00	9:00
NOON	12:00	15:00
PM	15:00	18:00

40	30	82
AM	NOON	PM



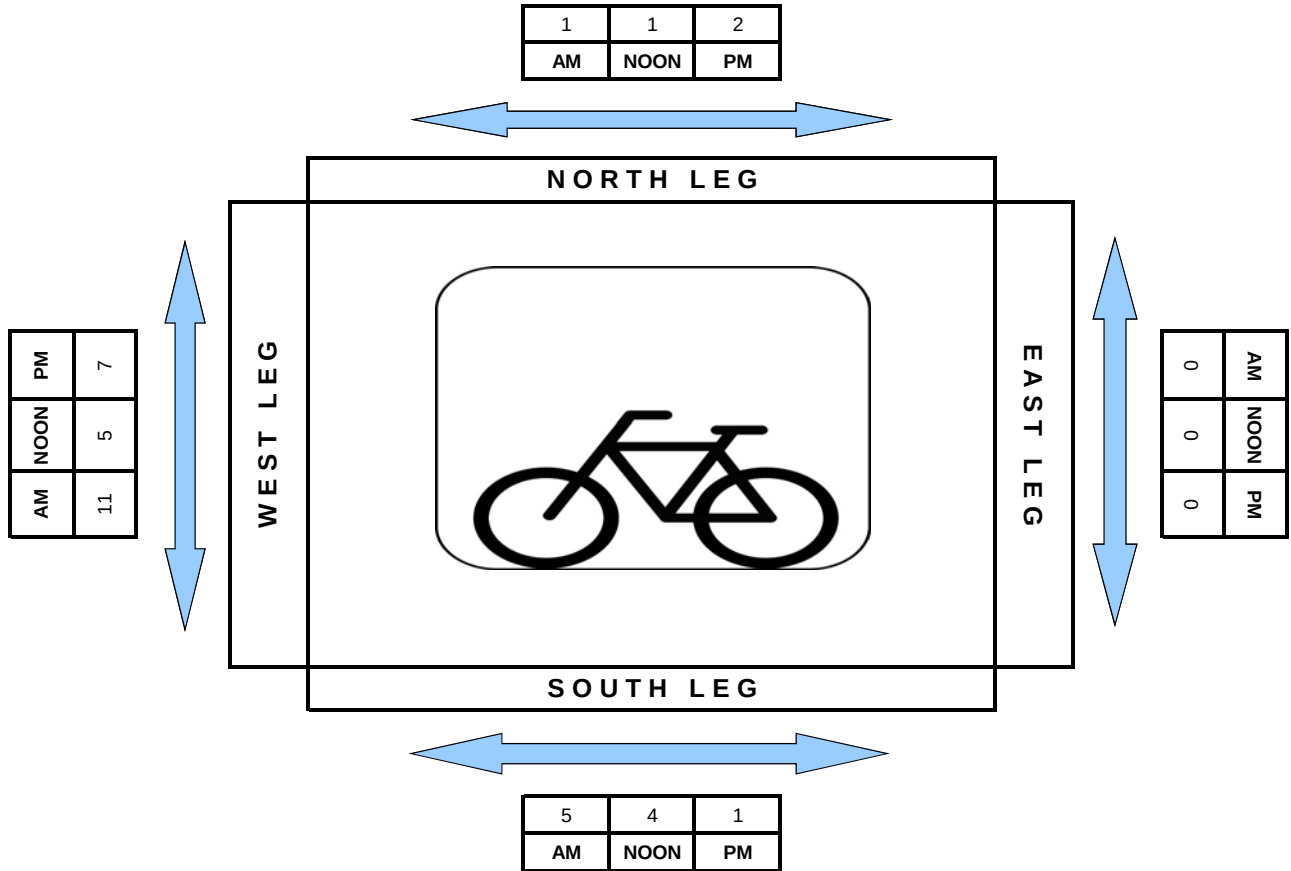
PREPARED BY NATIONAL DATA & SURVEYING SERVICES

Bicycle Count

PROJECT#: 11-7001-001
 N/S Street: ASHBURY AVE.
 E/W Street: CENTRAL AVE.
 DATE: 1/4/2011
 CITY: El Cerrito

DAY: Tuesday

	Start:	End:
AM	7:00	9:00
NOON	12:00	15:00
PM	15:00	18:00



PREPARED BY NATIONAL DATA & SURVEYING SERVICES

PROJECT#: 11-7001-001
N/S Street: ASHBURY AVE.
E/W Street: CENTRAL AVE.
DATE: 1/4/2011
CITY: El Cerrito

DAY: Tuesday

A M

PEDESTRIANS

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
7:00 AM	1	0	0	0
7:15 AM	1	1	0	2
7:30 AM	3	5	0	0
7:45 AM	11	12	0	3
8:00 AM	12	12	0	1
8:15 AM	6	6	0	0
8:30 AM	4	6	0	1
8:45 AM	2	1	0	1
TOTALS	40	43	0	8

BIKES

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
7:00 AM	0	1	0	0
7:15 AM	0	1	0	2
7:30 AM	0	0	0	0
7:45 AM	0	0	0	2
8:00 AM	0	1	0	1
8:15 AM	0	1	0	2
8:30 AM	0	1	0	2
8:45 AM	1	0	0	2
TOTALS	1	5	0	11

N O O N

PEDESTRIANS

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
12:00 PM	0	1	0	0
12:15 PM	1	0	0	5
12:30 PM	0	0	0	2
12:45 PM	0	0	0	0
1:00 PM	1	2	0	2
1:15 PM	0	2	0	0
1:30 PM	0	2	0	1
1:45 PM	0	0	0	2
2:00 PM	0	1	0	2
2:15 PM	22	5	0	9
2:30 PM	1	1	0	6
2:45 PM	5	0	0	0
TOTALS	30	14	0	29

BIKES

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
12:00 PM	0	0	0	0
12:15 PM	1	0	0	0
12:30 PM	0	0	0	0
12:45 PM	0	0	0	0
1:00 PM	0	0	0	0
1:15 PM	0	0	0	1
1:30 PM	0	1	0	3
1:45 PM	0	1	0	1
2:00 PM	0	0	0	0
2:15 PM	0	1	0	0
2:30 PM	0	1	0	0
2:45 PM	0	0	0	0
TOTALS	1	4	0	5

P M

PEDESTRIANS

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
3:00 PM	4	2	0	1
3:15 PM	6	2	0	4
3:30 PM	12	1	0	6
3:45 PM	4	3	0	1
4:00 PM	25	15	0	9
4:15 PM	13	4	0	0
4:30 PM	1	0	0	1
4:45 PM	4	2	0	1
5:00 PM	6	3	0	2
5:15 PM	4	0	0	1
5:30 PM	2	1	0	3
5:45 PM	1	0	0	2
TOTALS	82	33	0	31

BIKES

T I M E	NORTH LEG	SOUTH LEG	EAST LEG	WEST LEG
3:00 PM	0	0	0	0
3:15 PM	0	0	0	0
3:30 PM	1	0	0	2
3:45 PM	0	1	0	2
4:00 PM	0	0	0	0
4:15 PM	1	0	0	1
4:30 PM	0	0	0	1
4:45 PM	0	0	0	0
5:00 PM	0	0	0	0
5:15 PM	0	0	0	0
5:30 PM	0	0	0	1
5:45 PM	0	0	0	0
TOTALS	2	1	0	7

Appendix B

- All Way Stop Warrants Analysis
- Collision Analysis based on SWITRS Data (2005 – 2009)

Table IV: Ashbury and Central Multi-way Stop Warrant Analysis

CA MUTCD Multiway Stop Installation Guidance	Comment	Warrant Met?
A. Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.	Based on the hourly volume from ADT counts at this intersection, signal warrants were not met.	No
B. A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.	A maximum of two accidents were reported in a 12-month period.	No
C. Minimum Volumes:		
1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and	Six peak hour between 8 a.m. and 9 a.m. exceeds 300 vph based on ADT counts	No
2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but	Two hourly counts exceeded 200 vehicles on the minor street. The highest peak hour volume is approximately 213 vehicles.	No
3. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.	The the 85th-percentile of Ashbury Ave is 29 mph.	No
D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.	None of the criteria B, C.1, and C.2 are satisfied to 80 percent of the minimum values.	No

Source: California MUTCD 2003 – Part 2: Signs, Section 2B.07

Ashbuty Ave/Central Ave Traffic Counts

Hours	Major Street			Minor Street			
	NB	SB	Total of Both Approaches	EB	Peds	Bikes	Total of Both Approaches
12:00 AM							
1:00 AM							
2:00 AM							
3:00 AM							
4:00 AM							
5:00 AM							
6:00 AM							
7:00 AM	199	152	351	107	5	4	116
8:00 AM	265	253	518	184	3	7	194
9:00 AM							
10:00 AM							
11:00 AM							
12:00 PM	161	108	269	131	7	0	138
1:00 PM	168	110	278	109	5	5	119
2:00 PM	221	153	374	154	17	0	171
3:00 PM	270	133	403	193	12	4	209
4:00 PM	294	151	445	186	11	2	199
5:00 PM	308	153	461	204	8	1	213
6:00 PM							
7:00 PM							
8:00 PM							
9:00 PM							
10:00 PM							
11:00 PM							

Queuing and Blocking Report

AM Existing

1/17/2011

Intersection: 1: Barrett Ave & Arlington Blvd

Movement	EB	NB	SB
Directions Served	LR	LT	TR
Maximum Queue (ft)	22	52	96
Average Queue (ft)	13	36	58
95th Queue (ft)	31	50	93
Link Distance (ft)	709	855	491
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 2: Cutting Blvd & Arlington Blvd

Movement	EB	NB	SB
Directions Served	LTR	LTR	LTR
Maximum Queue (ft)	31	116	166
Average Queue (ft)	12	71	93
95th Queue (ft)	38	122	163
Link Distance (ft)	787	365	855
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 4: Central Ave & Ashbury Ave

Movement	EB	NB
Directions Served	LR	LT
Maximum Queue (ft)	78	97
Average Queue (ft)	63	36
95th Queue (ft)	83	96
Link Distance (ft)	460	485
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Queuing and Blocking Report

PM Existing

1/17/2011

Intersection: 1: Barrett Ave & Arlington Blvd

Movement	NB	SB
Directions Served	LT	TR
Maximum Queue (ft)	56	75
Average Queue (ft)	46	58
95th Queue (ft)	65	85
Link Distance (ft)	855	491
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 2: Cutting Blvd & Arlington Blvd

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	77	20	55	116
Average Queue (ft)	32	4	48	57
95th Queue (ft)	81	17	62	109
Link Distance (ft)	787	587	365	855
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 4: Central Ave & Ashbury Ave

Movement	EB	NB
Directions Served	LR	LT
Maximum Queue (ft)	54	53
Average Queue (ft)	43	39
95th Queue (ft)	60	56
Link Distance (ft)	466	510
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Queuing and Blocking Report

AM Proposed

1/17/2011

Intersection: 1: Barrett Ave & Arlington Blvd

Movement	EB	NB	SB
Directions Served	LR	LT	TR
Maximum Queue (ft)	78	55	55
Average Queue (ft)	50	36	45
95th Queue (ft)	79	52	63
Link Distance (ft)	709	855	491
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 2: Cutting Blvd & Arlington Blvd

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	55	79	78	96
Average Queue (ft)	49	50	45	66
95th Queue (ft)	64	80	76	108
Link Distance (ft)	787	587	365	855
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 4: Central Ave & Ashbury Ave

Movement	EB	NB	SB
Directions Served	LR	LT	TR
Maximum Queue (ft)	77	78	55
Average Queue (ft)	60	61	54
95th Queue (ft)	83	79	55
Link Distance (ft)	460	485	506
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Network Summary

Network wide Queuing Penalty: 0

Queuing and Blocking Report

PM Proposed

1/17/2011

Intersection: 1: Barrett Ave & Arlington Blvd

Movement	EB	NB	SB
Directions Served	LR	LT	TR
Maximum Queue (ft)	31	70	56
Average Queue (ft)	24	44	45
95th Queue (ft)	44	70	65
Link Distance (ft)	709	855	491
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 2: Cutting Blvd & Arlington Blvd

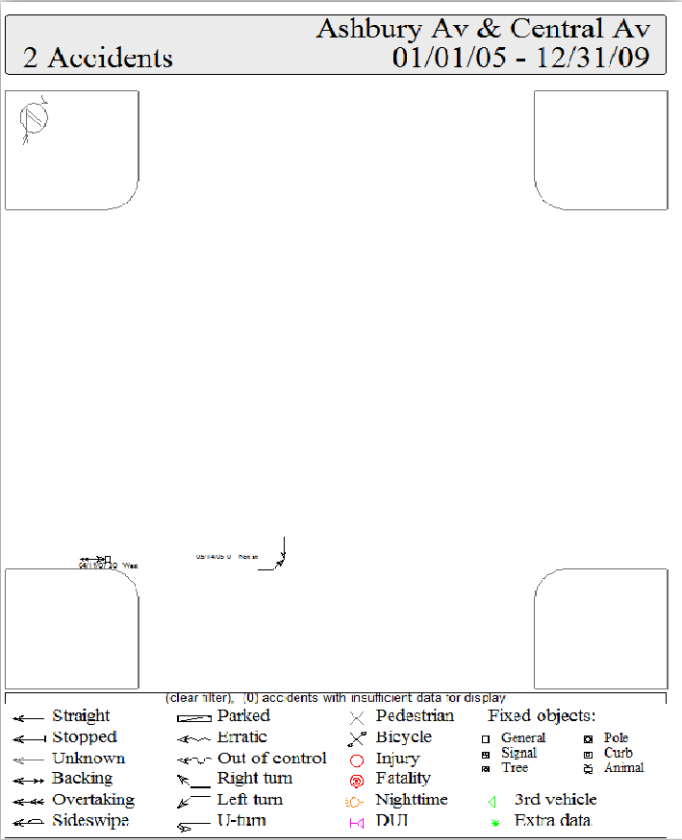
Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	57	72	55	75
Average Queue (ft)	41	53	44	45
95th Queue (ft)	62	74	61	74
Link Distance (ft)	787	587	365	855
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 4: Central Ave & ASbury Ave

Movement	EB	NB	SB
Directions Served	LR	LT	TR
Maximum Queue (ft)	54	78	68
Average Queue (ft)	48	62	47
95th Queue (ft)	62	77	70
Link Distance (ft)	466	510	493
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Network Summary

Network wide Queuing Penalty: 0



DATE	STREET 1	STREET 2	DISTANCE	DIR FROM INT	INJURY	VEH 1 MOV	VEH 2 MOV	LIGHTING	COLL TYPE	VIOL CAT
05/14/05	ASHBURY AV	CENTRAL AV	0	Not stated	0	Left turn	Straight	Daylight	Broadside	Auto right-of-way
04/19/07	CENTRAL AV	ASHBURY AV	30	West	0	Backing	Not state	Daylight	Hit object	Unsafe start/back



AGENDA BILL

Agenda Item No. 5(F)

Date: September 17, 2013

To: El Cerrito City Council

From: Garth Schultz, Operations + Environmental Services Division Manager

Subject: Endorsement of the Agreement between the West Contra Costa Integrated Waste Management Authority and Republic Services for Post-Collection Processing and Landfill Disposal Service

ACTION REQUESTED

Approve a recommendation advising Mayor Lyman or Council Member Friedman to vote on the City Council's endorsement of the Agreement between the West Contra Costa Integrated Waste Management Authority and Republic Services, Inc. for Post-Collection Processing and Landfill Disposal when the Agreement is considered by the Authority Board of Directors (currently scheduled for October 10, 2013).

BACKGROUND & DISCUSSION

The West Contra Costa Integrated Waste Management Authority (Authority) is a joint powers authority that manages many aspects of solid waste for unincorporated sections of west Contra Costa County and the following five west county cities: El Cerrito, Richmond, San Pablo, Pinole, and Hercules. The Authority currently contracts with Republic Services, Inc. (Republic) for post-collection services on behalf of its member agencies. These services include: recyclables processing; composting; operation of the Household Hazardous Waste facility, and; transfer, transportation and land-filling of solid waste. The current agreement for post-collection services terminates on December 31, 2013.

In 2012, the Authority conducted a competitive Request for Qualifications and Statement of Interest (SOI) procurement process for post-collection processing and disposal services, effective January 1, 2014. As a result of the SOI process, the Authority received six proposals from qualified firms for post-collection services. Unlike the other proposers, Republic's proposal included significant improvements to collection services for the member agencies served by Republic-owned Richmond Sanitary Services (RSS). RSS provides collection services to all member agencies except El Cerrito, whose collection services are provided by East Bay Sanitary Company (EBS) and the City itself.

On December 13, 2012, based on the recommendations of an evaluation team comprised of Authority and member agency staff (including El Cerrito staff), the Authority Board of Directors (Board) directed its staff to enter into negotiations with Republic for post-collection services. After the development of mutually agreeable terms (which the El

Agenda Item No. 5(F)

Cerrito City Council endorsed, and the Board approved in April, 2013) the Board directed Authority staff to proceed to develop an agreement with Republic for the provision of all post-collection services for the member agencies served by RSS.

Because many of the services proposed by Republic as a result of the SOI process provided specific value to the RSS service area, El Cerrito entered into separate negotiations with Republic for the provision of post-collection services for the City. El Cerrito's independent negotiation process resulted in the proposed El Cerrito-Republic Agreement which is also on the Council's September 17 Agenda (please see separate Agenda Item on this topic).

Despite the fact that the Authority's post-collection agreement does not provide direct benefit to the City of El Cerrito, as a voting member agency of the Authority, El Cerrito's endorsement of the proposed Authority-Republic Post-Collection Agreement is important because the scope of services it provides will improve solid waste management services in the region and help increase regional diversion rates (as reported by the Authority to the State).

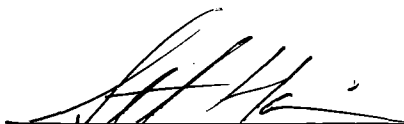
FINANCIAL CONSIDERATIONS

El Cerrito's endorsement of the Authority-Republic Post-Collection Agreement will have no direct fiscal impact on the City of El Cerrito.

ENVIRONMENTAL CONSIDERATIONS

The services provided to the RSS member agencies as a result of the Authority-Republic agreement will result in greater regional participation in recycling, composting, and other diversion (meaning non-landfill) waste management programs. Increased participation in these types of programs should result in fewer greenhouse gas (GHG) emissions related to solid waste for all Authority member agencies.

Reviewed by:


Scott Hanin, City Manager

Attachments:

1. The August 30th Draft Agreement between the West Contra Costa Integrated Waste Management Authority and Republic Services for Post-Collection Processing and Landfill Disposal Service is available online at:
<http://ca-elcerrito.civicplus.com/DocumentCenter/View/2991>



AGENDA BILL

Agenda Item No. 5(G)

Date: September 17, 2013
To: El Cerrito City Council
From: Lisa Malek-Zadeh, Finance Director/City Treasurer
Subject: Quarterly Investment Report For Period Ending June 30, 2013

ACTION REQUESTED

Receive and file the City's Quarterly Investment Report for the period ending June 30, 2013.

QUARTERLY INVESTMENT REPORT REVIEW

The Quarterly Investment Report for April 2013-June 2013 shows that the City's investments had a par value of \$2,353,734.18 as of June 30, 2013. The decrease of \$783,404.66 from last quarter is due to use of the Solar Capital Lease proceeds to continue the project.

The City continues to have minimal investments that are not required for debt service reserves and to have limited, if any, interest earnings on restricted funds. Of the total amount invested, \$2,696.25 is invested in the pooled funds with the State Treasurer's Local Agency Investment Funds (LAIF); \$1,011,037.93 is held in money market funds; and \$1,340,000 is invested in agency debt investments.

FINANCIAL CONSIDERATIONS

The purpose of the City's Investment Policy is to provide guidelines for prudent investment of the City's idle funds and maximum efficiency of the City's cash management system. The ultimate goal is to enhance the City's economic condition while protecting the funds at all times. The City's investments comply with the "Authorized Investments" section of the Investment Policy.

Reviewed by:

Scott Hanin
City Manager

Attachment:

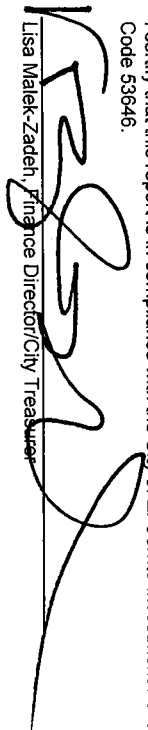
1. City of El Cerrito Quarterly Investment Report For Period Ending June 30, 2013

Attachment 1

*City of El Cerrito*Quarterly Investment Report
for the Period Ending June 30, 2013

FUND	INVESTMENT TYPE	INVESTMENT	TRUSTEE/ BROKER	PAR VALUE	COST	INTEREST OR YIELD	MATURITY DATE	COST/ 100	*MARKET VALUE
Pooled Investments	Pooled Fund	Local Agency Investment Fund	CA State Treasurer	\$2,696.25	\$2,696.25	0.24%	N/A	100.00	\$2,696.25
Solar Project Financing	Prime Money Market	Prime Money Market	Deutsche Bank	\$783,971.05	\$783,971.05	0.01%	N/A	100.00	\$783,971.05
Swim Center Fund	Institutional Money Market	Blackrock Liquidity	Union Bank of CA	\$224,160.99	\$224,160.99	0.01%	N/A	100.00	\$224,160.99
City Hall Debt Fund	Institutional Money Market	Blackrock Liquidity	Union Bank of CA	\$1,713.94	\$1,713.94	0.01%	N/A	100.00	\$1,713.94
	Fed Natl Mtg Assn	FNMA	Union Bank of CA	\$600,000.00	\$600,000.00	0.63%	9/26/2017	99.12	\$594,744.00
Street Improvement Fund	Institutional Money Market	Blackrock Liquidity	Union Bank of CA	\$1,191.95	\$1,191.95	0.01%	N/A	100.00	\$1,191.95
	Fed Natl Mtg Assn	FNMA	Union Bank of CA	\$740,000.00	\$740,000.00	0.63%	9/26/2017	99.12	\$733,517.60
TOTALS, as of June 30, 2013				\$2,353,734.18	\$2,353,734.18				\$2,341,995.78

I certify that this report is in compliance with the City of El Cerrito Investment Policy and that there are adequate funds available to meet the next six months of estimated expenditures as required by the California Government Code 53646.


Lisa Malek-Zadeh, Finance Director/City Treasurer



AGENDA BILL

Agenda Item No. 5(H)

Date: September 17, 2013

To: City Council of the City of El Cerrito
El Cerrito Redevelopment Agency Successor Agency

From: Lori Treviño, Economic Development Manager
Lisa Malek-Zadeh, Finance Director/City Treasurer

Subject: Approval of a loan agreement between the City and Successor Agency, and review and authorization to submit draft Recognized Obligations Payment Schedule 13-14B (January-June 2014)

ACTION REQUESTED

Adopt City Council and Successor Agency resolutions approving a cash flow loan agreement for consideration by the Oversight Board, and a Successor Agency resolution reviewing and authorizing submittal of the draft Recognized Obligations Payment Schedule 13-14B, covering the period January to June, 2014.

BACKGROUND

Recognized Obligation Payment Schedules

ABx1 26 (“Dissolution Act”) dissolved the El Cerrito Redevelopment Agency (“RDA”) and established the El Cerrito Redevelopment Agency Successor Agency (“Successor Agency”) on February 1, 2012. At that time, the County Auditor-Controller (“A-C”) established a Redevelopment Property Tax Trust Fund (“RPTTF”) and the Successor Agency established a Redevelopment Obligation Retirement Fund (“RORF”). Under the Dissolution Act, the portion of property tax revenues collected from the City of El Cerrito Redevelopment Project Area (“Project Area”) that would have been considered Tax Increment prior to the RDA’s dissolution are deposited into the RPTTF and are referred to as Redevelopment Property Tax (“RPT”). The A-C distributes RPT with the following priority:

1. A-C’s administrative costs
2. Pass-through payments to the taxing entities affected by the Redevelopment Plan for the Project Area, calculated the same as prior to RDA dissolution
3. Distribution to the Successor Agency to retire the former RDA’s obligations
4. Repayment of loans from the Housing Fund (starting in FY 2014-15)
5. Distribution of residual funds to taxing entities

The Successor Agency must review and authorize submittal of a Recognized Obligation Schedule (“ROPS”) for each six-month period. Each ROPS must then be approved by

Agenda Item No. 5(H)

the Oversight Board to the Successor Agency (“Oversight Board”) and the California Department of Finance (“DOF”) before RPT is disbursed for approved ROPS payments.

The Successor Agency must submit ROPS 13-14B approved by the Oversight Board to DOF no later than October 1, 2013. The Oversight Board is scheduled to consider ROPS 13-14B at its upcoming special meeting. After submittal, DOF then has 45 days to review the ROPS and approve or disapprove of any items. The Successor Agency can request additional review by DOF and an opportunity to meet and confer on disputed items, and must make that request within five business days of receiving a DOF determination. The DOF is required to notify the Successor Agency and A-C of its final determination of the approved obligations to be funded with RPT at least 15 days prior to the date of distributions from the RPTTF. For ROPS 13-14B, the notification date is December 18, 2013 for the January 2, 2014 disbursement.

Cash Flow Loans

The State enacted Assembly Bill 1484 (“Trailer Bill”) in June 2012 amended the Dissolution Act, including Health & Safety Code Section 34173 (h) to allow loans by the City to the Successor Agency for administrative costs, enforceable obligations, or project-related expenses as reported on a ROPS and approved by the Oversight Board.

Due Diligence Reviews

The Trailer Bill also amended the Dissolution Act to include a requirement that the Successor Agency hire a certified accounting firm to complete a Due Diligence Review (“DDR”), reviewing the dissolution of the Redevelopment Agency, the purpose of which was to identify any funds or assets available for distribution to the taxing entities. The DDR includes separate reviews of both Housing and Non-Housing funds.

Initial confusion over the definition of “housing funds” in El Cerrito’s Housing DDR resulted in DOF determining that the Successor Agency was holding unencumbered housing funds. Despite the Successor Agency’s request to amend the Housing DDR prior to receiving a determination letter from DOF, DOF ordered the reported funds to be paid to the A-C to be distributed to the taxing entities. Subsequently, staff was able to resolve this issue with DOF and amend the Housing DDR at the same time the Non-Housing DDR was completed. The Oversight Board reviewed and approved both DDRs. DOF subsequently revised its determination on the Housing DDR and the Successor Agency was not required to remit funds to the A-C for distribution to the taxing entities.

However, DOF issued a determination on the Non-Housing DDR that pre-dissolution transactions between the Redevelopment Agency and the El Cerrito Municipal Services Corporation (“MSC”) were not permissible and that therefore the Successor Agency and/or City was required to remit nearly \$2 million to the A-C for distribution to the taxing entities. The Successor Agency is in the process of challenging this determination, along with other issues related to the MSC through litigation being filed in Sacramento Superior Court.

CASH FLOW LOAN

Due to the Successor Agency having insufficient funds for anticipated litigation expenses that are considered enforceable obligations payable from RPT under the Dissolution Act, the City will utilize its cash reserves to fund these Successor Agency expenses to the extent needed, anticipating approval of a loan agreement pursuant to

Agenda Item No. 5(H)

Health & Safety Code Section 34173 (h) for reimbursement from future RPT distributions. The estimated amount to be advanced during the ROPS 13-14B periods is \$125,000.

H&S Code Section 34173 (h) allows the City and Successor Agency to enter into a loan agreement for reimbursement of these expenses out of future RPT distributions, if approved by the Oversight Board. The proposed agreement is Exhibit A to the attached City and Successor Agency resolutions. If approved by the City and Successor Agency, the loan agreement will be considered by the Oversight Board at its upcoming special meeting.

ROPS 13-14B

The proposed ROPS 13-14B is Exhibit A to the attached Successor Agency resolution, reviewing and authorizing its submittal. It includes a summary of funds available and total obligations for the period, an itemized listing of obligations, and a reconciliation of ROPS III (January-June 2013) payments. Listed obligations are as follows:

- Tax Allocation Bond Debt Service. Payments are due to the trustee Union Bank by June 27, 2014.
- SERAF/ERAF Loans. While the Trailer Bill clarified the enforceability of SERAF/ERAF loans, it also delayed their repayment. Due to different interpretation of the relevant section of the Dissolution Act, DOF will not approve payments until ROPS 14-15A, so no payment is requested at this time. The payment will be based on calculations in Health & Safety Code Section 34176, once the amount of residual RPT for the 2013-14 fiscal year, if any, can be determined.
- Valente Note. Payment is due in March, 2014.
- Eden Housing Loan Agreement. This item was initially a loan commitment to Eden Housing of \$350,000, when included on the Redevelopment Agency's Enforceable Obligation Schedule approved in August 2011. Of the total amount, \$100,000 was for pre-Disposition and Development Agreement ("DDA") expenses and \$250,000 for post-DDA expenses. The Redevelopment Agency funded \$40,000 of the pre-DDA obligation prior to dissolution. On ROPS 13-14A, DOF approved an additional \$60,000 payment for the balance of the pre-DDA portion of the obligation.
- Eden Housing Loan Agreement Post-DDA. Initially DOF disapproved the \$250,000 of the obligation that was contingent on negotiation of a DDA with Eden Housing, stating that the Successor Agency did not have the authority to negotiate a DDA. However, the Housing Functions Successor does have the authority to negotiate a DDA with Eden Housing on a property that was listed on the DOF-approved Housing Asset Transfer List and the Successor Agency retained the obligation to fund the loan agreement. DOF stated that the Successor Agency can terminate the agreement due to dissolution, but the Successor Agency is not required to terminate under the Dissolution Act and the DOF cannot require the Successor Agency to do so. Eden Housing and the Housing Functions Successor are in the process of negotiating a DDA, which would

Agenda Item No. 5(H)

trigger the obligation to disburse the remaining portion of the predevelopment loan under the Predevelopment Loan Agreement.

- Due Diligence Review/MGO CPAs. The balance remaining on the consulting contract is \$12,868 is remaining on ROPS 13-14B, should additional work be required to on the dissolution audits, as the Successor Agency is disputing the DOF's determinations.
- Cooperation Agreement with the El Cerrito Municipal Services Corporation. While DOF has repeatedly disapproved this item, the Successor Agency intends to continue pursuing funding of this item with RPT on ROPS 13-14B, as the enforceability of the Agreement is the subject of current litigation.
- FY13-14 Administrative Allowance. The entire administrative allowance for the 2013-14 fiscal year was included on ROPS 13-14A and therefore no payment is requested on the current ROPS.
- Legal Expenses/Cash Flow Loan. Per discussions with DOF legal counsel and the treatment of the Successor Agency's previous litigation expenses, the cost of litigation is an enforceable obligation of RPT. To the extent necessary, the City of El Cerrito will advance to the Successor Agency its litigation costs anticipating reimbursement from RPTTF on ROPS 13-14B. The estimated advance is \$125,000. Inclusion of this item on the ROPS 13-14B submitted to DOF is contingent on Oversight Board approval of the loan agreement.

The total amount of RPTTF funding required for ROPS 13-14B is estimated to be \$3,000,788. However, the amount of RPTTF expected to be distributed is estimated by the A-C to be \$2,159,982. This is based on assessed value estimates received from the A-C, which are including in the following table, which summarizes RPTTF distributions and payments for FY2011-12 and FY2013-14.

El Cerrito Redevelopment Successor Agency Distributions and Payments of Redevelopment Property Tax FY2011-12 Actual and FY2013-14 Projected

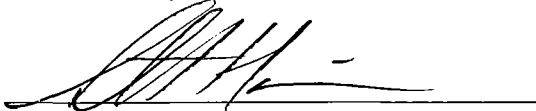
	FY2012-13		FY2013-14	
	ROPS 2	ROPS 3	13-14A	13-14B
Projected RPTTF Available	2,221,333	2,606,039	2,759,864	2,688,604
County Admin	(48,673)	(48,009)	(31,230)	(31,230)
County Deducted Pass-Thrus	(223,412)	(482,915)	(1,251,240)	(497,392)
County Calculated Residual			(49,607)	
RPTTF Distribution	1,949,248	2,075,115	1,427,787	2,159,982
Payments				
Debt Service	1,949,248	1,591,140	389,243	1,724,705
Other ROPS	1,949,248	471,107	1,018,595	1,276,083
Remainder	-	-	19,392	(840,806)

Based on current projections, there is insufficient RPT for all obligations due during the ROPS 13-14B period.

LEGAL CONSIDERATIONS

All actions being requested are consistent with the Dissolution Act, as amended.

Reviewed by:

A handwritten signature in black ink, appearing to read 'S. Hanin', is written over a horizontal line.

**Scott Hanin
City Manager**

Attachments:

1. City Council resolution 2013-XX, approving a loan agreement with the Successor Agency for \$125,000
2. Successor Agency resolution 2013-XX approving a loan agreement with the City of El Cerrito for \$125,000
3. Successor Agency Resolution 2013-XX, reviewing and authorizing submittal of the draft Recognized Obligation Payment Schedule 13-14B

CITY COUNCIL RESOLUTION 2013-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO APPROVING A
CASH FLOW LOAN AGREEMENT WITH THE EL CERRITO REDEVELOPMENT
AGENCY SUCCESSOR AGENCY

WHEREAS, pursuant to the California Community Redevelopment Law (the “Redevelopment Law”), the City Council (the “City Council”) of the City of El Cerrito (the “City”) adopted the Redevelopment Plan for the City of El Cerrito Redevelopment Project Area by Ordinance No. 77-17, as amended by Ordinances No. 80-13; No. 89-5; No. 94-4; No. 2004-3; No. 2005-01; and No. 2006-10 (collectively, the “Redevelopment Plan”); and

WHEREAS, the El Cerrito Redevelopment Agency (the “RDA”) was responsible for implementation of the Redevelopment Plan; and

WHEREAS, as part of the 2011-12 State budget bill, ABx1 26 (the “Dissolution Act”) was enacted significantly modifying the Redevelopment Law to require the dissolution of redevelopment agencies throughout California and the establishment successor agencies to wind down the former redevelopment agencies’ affairs; and

WHEREAS, on August 15, 2011, pursuant to the Dissolution Act, the City elected to serve as the El Cerrito Redevelopment Agency Successor Agency (the “Successor Agency”), should the RDA be dissolved; and

WHEREAS, California redevelopment agencies were dissolved on February 1, 2012; and

WHEREAS, pursuant to the Dissolution Act, upon dissolution, the RDA transferred as a matter of law all remaining liabilities, debts and obligations to the Successor Agency; and transferred all unencumbered funds and assets to the Successor Agency’s Redevelopment Obligation Retirement Fund (the “RORF”), for disposition and/or use by the Successor Agency to retire RDA debt and pay for RDA obligations; and

WHEREAS, AB 1484, adopted in June 2012, amending the Dissolution Act, made clear that the Successor Agency is a separate public entity from the City and is not a component unit of the City, but the City is providing administrative services for the Successor Agency; and

WHEREAS, pursuant to the Dissolution Act, the Contra Costa County Auditor Controller (the “Auditor-Controller”) established the Redevelopment Property Tax Trust Fund (the “RPTTF”) to hold Redevelopment Property Tax collected from the City of El Cerrito Redevelopment Project Area to be disbursed to the Successor Agency for payment of its enforceable obligations and to taxing entities affected by the Redevelopment Plan; and

WHEREAS, the Dissolution Act requires the Successor Agency to prepare a Recognized Obligations Payment Schedule (“ROPS”) for each six-month period setting forth its enforceable obligations; and

WHEREAS, Health & Safety Code Section 34173 (h) allows the City to loan funds to the Successor Agency for administrative costs, enforceable obligations and project-related expenses reported on a ROPS and approved by the Oversight Board; and

WHEREAS, the Successor Agency is preparing to file litigation against the California Department of Finance (“DOF”) over its determinations on prior ROPS and the due diligence review of non-housing funds, the cost of which is an enforceable obligation of RPTTF; and

WHEREAS, the City will advance funds to the Successor Agency for the costs of litigation that occur prior to the ROPS 13-14B period and the Successor Agency has listed the estimated \$125,000 cost of litigation on its ROPS 13-14B, along with a Cash Flow Loan Agreement, so that the Successor Agency can repay any advances from the City for its litigation costs; and

WHEREAS, the cash flow advance to the Successor Agency required prior to receipt of funds for the ROPS 13-14B period is estimated not to exceed \$125,000; and

WHEREAS, to enable the Successor Agency to meet its fiduciary responsibilities to holders of enforceable obligations and for the Successor Agency to have adequate funds for its litigation expenses, the City desires to loan to the Successor Agency an amount not to exceed \$125,000 in anticipation of the Successor Agency receiving RPTTF for litigation expenses on ROPS 13-14B; and

WHEREAS, Exhibit A to this Resolution is a proposed Cash Flow Loan Agreement (“Loan Agreement”) pursuant to the authority granted by Health and Safety Code Section 34173 (h); and

WHEREAS, the City and Successor Agency have determined that entering into the proposed Loan Agreement is in the best interests of the City and the Successor Agency; and

WHEREAS, the Loan Agreement is subject to the approval of the Oversight Board of the El Cerrito Redevelopment Successor Agency (“Oversight Board”).

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito hereby finds the above recitals to be true and accurate.

BE IT FURTHER RESOLVED that the City Council of the City of El Cerrito approves execution of the Cash Flow Loan Agreement substantially in the form attached hereto as Exhibit A subject only to those changes approved by the City Manager and further subject to approval of the Oversight Board.

BE IT FURTHER RESOLVED that consistent with the terms of the Loan Agreement, the City’s advance of the Loan shall not exceed \$125,000 and the Successor Agency shall list the loan as an enforceable obligation on future ROPS until the loan is paid in full, at an interest rate on the Loan equal to the rate applicable to funds on deposit in the Local Agency Investment Fund.

Agenda Item No. 5(H)
Attachment 1

BE IT FURTHER RESOLVED that this Resolution shall take effect at the time and in the manner prescribed in Health and Safety Code Section 34179 (h).

I CERTIFY that at the regular meeting on September 17, 2013, the City Council of the City of El Cerrito passed this resolution by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on September __, 2013.

Cheryl Morse, City Clerk

APPROVED:

Gregory B. Lyman, Mayor

Exhibit A

CASH FLOW LOAN AGREEMENT
(City Advance to Successor Agency)

This Cash Flow Loan Agreement (“Loan Agreement”) is made and entered into as of September __, 2013, by and between the City of El Cerrito, a municipal corporation (“City”), and the El Cerrito Redevelopment Agency Successor Agency (“Successor Agency”).

RECITALS

WHEREAS, pursuant to AB1x 26 (the “Dissolution Act”), the Successor Agency must prepare a Recognized Obligation Payment Schedule (“ROPS”) for each six-month period setting forth all enforceable obligations (as defined in the Dissolution Act) of the Successor Agency; and

WHEREAS, the Dissolution Act created an oversight board (“Oversight Board”) to oversee the wind down of the El Cerrito Redevelopment Agency; and

WHEREAS, on September 17, 2013 the Successor Agency requested that the Oversight Board approve a proposed loan between the City and the Successor Agency pursuant to Health & Safety Code Section 34173(h), wherein the City would advance funds to the Successor Agency in an amount not to exceed \$125,000 (the “Loan”) for the purpose of paying certain Successor Agency litigation costs related to Department of Finance (“DOF”) determinations regarding the Due Diligence Review and enforceability of obligations on prior ROPS, which will be incurred mostly prior to the disbursement of RPTTF for the ROPS 13-14B period covering January through June, 2014; and

WHEREAS, pursuant to Health & Safety Code Section 34173(h), the Successor Agency listed the estimated \$125,000 cost of litigation along with the Loan as an enforceable obligation on the ROPS for the period January through June, 2014 (“ROPS 13-14B”); and

WHEREAS, the City and the Successor Agency have determined that entering into this Loan Agreement is in the best interests of the City and the Successor Agency.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, the parties hereto do hereby agree as follows. The foregoing recitals are hereby incorporated by reference and made part of this Loan Agreement.

ARTICLE I.

LOAN PROVISIONS

Section 1.01 **Loan.** The City hereby agrees to lend to the Successor Agency the principal amount of One Hundred Twenty Five Thousand Dollars (\$125,000) (the “Loan”) for the purposes set forth in Section 1.03.

Interest.

(a) Interest. Interest on the Loan shall accrue as of the Effective Date, continuing until such time as the Loan is repaid in full, at a rate equal to the interest rate applicable to funds on deposit in the Local Agency Investment Fund as of the Effective Date, compounded annually.

(b) Default Interest. In the event of a Default, interest on the Loan shall begin to accrue as of the date of Default and continuing until such time as the Loan is repaid in full or the Default is cured, at the default rate of the lesser of eight percent (8%) per annum, compounded annually (the “Default Rate”) or the highest rate permitted by law.

Section 1.03 Use of Loan Funds. The Successor Agency shall use the Loan for the purpose of reimbursing the City for expenses incurred by the Successor Agency prior to and during the ROPS 13-14B period related to the filing and settlement of litigation regarding the DOF's determinations on the Successor Agency's Due Diligence Review and prior ROPS submittals.

Repayment of Loan.

(a) Pursuant to Health & Safety Code Section 34173(h), the Loan is an enforceable obligation of the Successor Agency and is payable on June 1 and January 2 of each year from the RPTTF maintained by the Contra Costa County Auditor-Controller for the purpose of paying enforceable obligations of the Successor Agency.

(b) The Loan shall be set forth in full as an enforceable obligation of the Successor Agency on ROPS 13-14B. It shall be due and payable in full from the Successor Agency's Redevelopment Obligation Retirement Fund ("RORF") following the January 2, 2014 payment to the RORF by the Contra Costa County Auditor-Controller. However, should the Successor Agency receive insufficient funds from the RPTTF to pay all costs shown on the ROPS13-14B, then the amount due and payable on the Loan shall equal the amount deposited into the RORF less all other approved costs shown on the ROPS13-14B and the balance of any principal and interest due on the Loan shall be due and payable in full on the next ROPS.

(c) The procedure described in subsection (b) of this Section shall continue to be followed for each ROPS until the principal and interest due on the Loan are paid in full. Any remaining principal and interest due on the Loan shall continue to be shown as an enforceable obligation on each ROPS until the Successor Agency has received sufficient funds to pay all principal and interest due on the Loan.

(d) All Loan payments shall first be used to pay all accrued interest and then to reduce the principal balance.

Section 1.05 **Optional Prepayment of the Loan.** The Successor Agency shall have the right to prepay the unpaid principal and interest of the Loan at any time.

Section 1.06 **Books and Accounts; Financial Statements.** The Successor Agency will keep, or cause to be kept, proper books of record and accounts showing the use of the Loan funds, interest due on the Loan, Loan repayments, and principal and interest outstanding.

ARTICLE II.

DEFAULT AND REMEDIES

Section 2.01 **Event of Default.** Failure by the Successor Agency to pay the principal or interest on the Loan when due and payable shall constitute a Default.

Section 2.02 **No Waiver.** A waiver of any Default by the City shall not affect any subsequent Default or impair any rights or remedies on the subsequent default.

Section 2.03 **Remedies Not Exclusive.** No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

ARTICLE III.

MISCELLANEOUS

Section 3.01 **No Merger.** In entering into this Loan Agreement, the City is acting in its capacity as a municipal corporation, and, pursuant to Health & Safety Code Section 34173(g), the Successor Agency is a separate public entity from the City; and both the City and the Successor Agency are acting pursuant to the specific authority granted by the Oversight Board and by Health & Safety Code Sections 34173(h) and 34180(h) authorizing agreements between the City and the Successor Agency. In consequence, the parties to this Loan Agreement are not merged.

Section 3.02 **Successor is Deemed Included in All References to Predecessor.** Whenever in this Loan Agreement either the Successor Agency or the City is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Loan Agreement contained by or on behalf of the Successor Agency or the City shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 3.03 **Amendment.** This Loan Agreement may be amended by the parties hereto but only by a written instrument signed by both parties and with the approval of the Oversight Board.

Section 3.04 **Effective Date.** This Loan Agreement shall take effect upon approval by the Oversight Board and, following that approval, at the time and in the manner prescribed in Health & Safety Code Section 34179(h) (the “Effective Date”).

Section 3.05 **Severability.** If any Section, paragraph, sentence, clause or phrase of this Loan Agreement shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Loan Agreement. The City and the Successor Agency hereby declare that they would have adopted this Loan Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the Loan irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Loan Agreement may be held illegal, invalid or unenforceable.

IN WITNESS WHEREOF, the City of El Cerrito and the El Cerrito Redevelopment Agency Successor Agency have caused this Agreement to be signed by their respective officers.

**CITY OF EL CERRITO, CALIFORNIA,
a California municipal corporation (“CITY”)**

Approved:

Date:

Scott Hanin, City Manager

APPROVED AS TO FORM:

Sky Woodruff, City Attorney

**EL CERRITO REDEVELOPMENT AGENCY SUCCESSOR AGENCY,
the successor to the former El Cerrito Redevelopment Agency
(“SUCCESSOR AGENCY”)**

Approved:

Date:

Scott Hanin, Executive Officer

APPROVED AS TO FORM:

Karen Tiedemann, Successor Agency Attorney

SUCCESSOR AGENCY RESOLUTION 2013-XX

**RESOLUTION OF THE EL CERRITO REDEVELOPMENT AGENCY SUCCESSOR
AGENCY APPROVING A CASH FLOW LOAN AGREEMENT
WITH THE CITY OF EL CERRITO**

WHEREAS, pursuant to the California Community Redevelopment Law (the “Redevelopment Law”), the City Council (the “City Council”) of the City of El Cerrito (the “City”) adopted the Redevelopment Plan for the City of El Cerrito Redevelopment Project Area by Ordinance No. 77-17, as amended by Ordinances No. 80-13; No. 89-5; No. 94-4; No. 2004-3; No. 2005-01; and No. 2006-10 (collectively, the “Redevelopment Plan”); and

WHEREAS, the El Cerrito Redevelopment Agency (the “RDA”) was responsible for implementation of the Redevelopment Plan; and

WHEREAS, as part of the 2011-12 State budget bill, ABx1 26 (the “Dissolution Act”) was enacted significantly modifying the Redevelopment Law to require the dissolution of redevelopment agencies throughout California and the establishment successor agencies to wind down the former redevelopment agencies’ affairs; and

WHEREAS, on August 15, 2011, pursuant to the Dissolution Act, the City elected to serve as the El Cerrito Redevelopment Agency Successor Agency (the “Successor Agency”), should the RDA be dissolved; and

WHEREAS, California redevelopment agencies were dissolved on February 1, 2012; and

WHEREAS, pursuant to the Dissolution Act, upon dissolution, the RDA transferred as a matter of law all remaining liabilities, debts and obligations to the Successor Agency; and transferred all unencumbered funds and assets to the Successor Agency’s Redevelopment Obligation Retirement Fund (the “RORF”), for disposition and/or use by the Successor Agency to retire RDA debt and pay for RDA obligations; and

WHEREAS, AB 1484, adopted in June 2012, amending the Dissolution Act, made clear that the Successor Agency is a separate public entity from the City and is not a component unit of the City, but the City is providing administrative services for the Successor Agency; and

WHEREAS, pursuant to the Dissolution Act, the Contra Costa County Auditor Controller (the “Auditor-Controller”) established the Redevelopment Property Tax Trust Fund (the “RPTTF”) to hold Redevelopment Property Tax collected from the City of El Cerrito Redevelopment Project Area to be disbursed to the Successor Agency for payment of its enforceable obligations and to taxing entities affected by the Redevelopment Plan; and

WHEREAS, the Dissolution Act requires the Successor Agency to prepare a Recognized Obligations Payment Schedule (“ROPS”) for each six-month period setting forth its enforceable obligations; and

WHEREAS, Health & Safety Code Section 34173 (h) allows the City to loan funds to the Successor Agency for administrative costs, enforceable obligations and project-related expenses reported on a ROPS and approved by the Oversight Board; and

WHEREAS, the Successor Agency is preparing to file litigation against the California Department of Finance (“DOF”) over its determinations on prior ROPS and the due diligence review of non-housing funds, the cost of which is an enforceable obligation of RPTTF; and

WHEREAS, the City will advance funds to the Successor Agency for the costs of litigation that occur prior to the ROPS 13-14B period and the Successor Agency has listed the estimated \$125,000 cost of litigation on its ROPS 13-14B, along with a Cash Flow Loan Agreement, so that the Successor Agency can repay any advances from the City for its litigation costs; and

WHEREAS, the cash flow advance to the Successor Agency required prior to receipt of funds for the ROPS 13-14B period is estimated not to exceed \$125,000; and

WHEREAS, to enable the Successor Agency to meet its fiduciary responsibilities to holders of enforceable obligations and for the Successor Agency to have adequate funds for its litigation expenses, the City desires to loan to the Successor Agency an amount not to exceed \$125,000 in anticipation of the Successor Agency receiving RPTTF for litigation expenses on ROPS 13-14B; and

WHEREAS, Exhibit A to this Resolution is a proposed Cash Flow Loan Agreement (“Loan Agreement”) pursuant to the authority granted by Health and Safety Code Section 34173 (h); and

WHEREAS, the City and Successor Agency have determined that entering into the proposed Loan Agreement is in the best interests of the City and the Successor Agency; and

WHEREAS, the Loan Agreement is subject to the approval of the Oversight Board of the El Cerrito Redevelopment Successor Agency (“Oversight Board”).

NOW THEREFORE, BE IT RESOLVED that the El Cerrito Redevelopment Agency Successor Agency hereby finds the above recitals to be true and accurate.

BE IT FURTHER RESOLVED that the El Cerrito Redevelopment Agency Successor Agency approves execution of the Cash Flow Loan Agreement substantially in the form attached hereto as Exhibit A subject only to those changes approved by the Successor Agency Executive Officer and further subject to approval of the Oversight Board.

BE IT FURTHER RESOLVED that consistent with the terms of the Loan Agreement, the City’s advance of the Loan shall not exceed \$125,000 and the Successor Agency shall list the loan as an enforceable obligation on future ROPS until the loan is paid in full, at an interest rate on the Loan equal to the rate applicable to funds on deposit in the Local Agency Investment Fund.

Agenda Item No. 5(H)
Attachment 2

BE IT FURTHER RESOLVED that this Resolution shall take effect at the time and in the manner prescribed in Health and Safety Code Section 34179 (h).

I CERTIFY that at the regular meeting on September 17, 2013, the City Council of the City of El Cerrito passed this resolution by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

IN WITNESS of this action, I sign this document September __, 2013.

Cheryl Morse, City Clerk

APPROVED:

Gregory B. Lyman, Mayor

Exhibit A

CASH FLOW LOAN AGREEMENT
(City Advance to Successor Agency)

This Cash Flow Loan Agreement (“Loan Agreement”) is made and entered into as of September __, 2013, by and between the City of El Cerrito, a municipal corporation (“City”), and the El Cerrito Redevelopment Agency Successor Agency (“Successor Agency”).

RECITALS

WHEREAS, pursuant to AB1x 26 (the “Dissolution Act”), the Successor Agency must prepare a Recognized Obligation Payment Schedule (“ROPS”) for each six-month period setting forth all enforceable obligations (as defined in the Dissolution Act) of the Successor Agency; and

WHEREAS, the Dissolution Act created an oversight board (“Oversight Board”) to oversee the wind down of the El Cerrito Redevelopment Agency; and

WHEREAS, on September 17, 2013 the Successor Agency requested that the Oversight Board approve a proposed loan between the City and the Successor Agency pursuant to Health & Safety Code Section 34173(h), wherein the City would advance funds to the Successor Agency in an amount not to exceed \$125,000 (the “Loan”) for the purpose of paying certain Successor Agency litigation costs related to Department of Finance (“DOF”) determinations regarding the Due Diligence Review and enforceability of obligations on prior ROPS, which will be incurred mostly prior to the disbursement of RPTTF for the ROPS 13-14B period covering January through June, 2014; and

WHEREAS, pursuant to Health & Safety Code Section 34173(h), the Successor Agency listed the estimated \$125,000 cost of litigation along with the Loan as an enforceable obligation on the ROPS for the period January through June, 2014 (“ROPS 13-14B”); and

WHEREAS, the City and the Successor Agency have determined that entering into this Loan Agreement is in the best interests of the City and the Successor Agency.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, the parties hereto do hereby agree as follows. The foregoing recitals are hereby incorporated by reference and made part of this Loan Agreement.

ARTICLE I.

LOAN PROVISIONS

Section 1.01 **Loan.** The City hereby agrees to lend to the Successor Agency the principal amount of One Hundred Twenty Five Thousand Dollars (\$125,000) (the “Loan”) for the purposes set forth in Section 1.03.

Loan. The City hereby agrees to lend to the Successor Agency Hundred Twenty Five Thousand Dollars (\$125,000) (the “Loan”) Section 1.03.

Section 1.02 **Interest.**

Interest.

(a) Interest. Interest on the Loan shall accrue as of the Effective Date, continuing until such time as the Loan is repaid in full, at a rate equal to the interest rate applicable to funds on deposit in the Local Agency Investment Fund as of the Effective Date, compounded annually.

(b) Default Interest. In the event of a Default, interest on the Loan shall begin to accrue as of the date of Default and continuing until such time as the Loan is repaid in full or the Default is cured, at the default rate of the lesser of eight percent (8%) per annum, compounded annually (the “Default Rate”) or the highest rate permitted by law.

Section 1.03 Use of Loan Funds. The Successor Agency shall use the Loan for the purpose of reimbursing the City for expenses incurred by the Successor Agency prior to and during the ROPS 13-14B period related to the filing and settlement of litigation regarding the DOF's determinations on the Successor Agency's Due Diligence Review and prior ROPS submittals.

Use of Loan Funds. The Successor Agency shall use the Loan

for the purpose of reimbursing the City for expenses incurred by the Successor Agency prior to and during the ROPS 13-14B period related to the filing and settlement of litigation regarding the DOF's determinations on the Successor Agency's Due Diligence Review and prior ROPS submittals.

Section 1.04 Repayment of Loan.

Repayment of Loan.

(a) Pursuant to Health & Safety Code Section 34173(h), the Loan is an enforceable obligation of the Successor Agency and is payable on June 1 and January 2 of each year from the RPTTF maintained by the Contra Costa County Auditor-Controller for the purpose of paying enforceable obligations of the Successor Agency.

(b) The Loan shall be set forth in full as an enforceable obligation of the Successor Agency on ROPS 13-14B. It shall be due and payable in full from the Successor Agency's Redevelopment Obligation Retirement Fund ("RORF") following the January 2, 2014 payment to the RORF by the Contra Costa County Auditor-Controller. However, should the Successor Agency receive insufficient funds from the RPTTF to pay all costs shown on the ROPS13-14B, then the amount due and payable on the Loan shall equal the amount deposited into the RORF less all other approved costs shown on the ROPS13-14B and the balance of any principal and interest due on the Loan shall be due and payable in full on the next ROPS.

(c) The procedure described in subsection (b) of this Section shall continue to be followed for each ROPS until the principal and interest due on the Loan are paid in full. Any remaining principal and interest due on the Loan shall continue to be shown as an enforceable obligation on each ROPS until the Successor Agency has received sufficient funds to pay all principal and interest due on the Loan.

(d) All Loan payments shall first be used to pay all accrued interest and then to reduce the principal balance.

Section 1.05 **Optional Prepayment of the Loan.** The Successor Agency shall have the right to prepay the unpaid principal and interest of the Loan at any time.

Section 1.06 **Books and Accounts; Financial Statements.** The Successor Agency will keep, or cause to be kept, proper books of record and accounts showing the use of the Loan funds, interest due on the Loan, Loan repayments, and principal and interest outstanding.

ARTICLE II.

DEFAULT AND REMEDIES

Section 2.01 **Event of Default.** Failure by the Successor Agency to pay the principal or interest on the Loan when due and payable shall constitute a Default.

Section 2.02 **No Waiver.** A waiver of any Default by the City shall not affect any subsequent Default or impair any rights or remedies on the subsequent default.

Section 2.03 **Remedies Not Exclusive.** No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

ARTICLE III.

MISCELLANEOUS

Section 3.01 **No Merger.** In entering into this Loan Agreement, the City is acting in its capacity as a municipal corporation, and, pursuant to Health & Safety Code Section 34173(g), the Successor Agency is a separate public entity from the City; and both the City and the Successor Agency are acting pursuant to the specific authority granted by the Oversight Board and by Health & Safety Code Sections 34173(h) and 34180(h) authorizing agreements between the City and the Successor Agency. In consequence, the parties to this Loan Agreement are not merged.

Section 3.02 **Successor is Deemed Included in All References to Predecessor.** Whenever in this Loan Agreement either the Successor Agency or the City is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Loan Agreement contained by or on behalf of the Successor Agency or the City shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 3.03 **Amendment.** This Loan Agreement may be amended by the parties hereto but only by a written instrument signed by both parties and with the approval of the Oversight Board.

Section 3.04 **Effective Date.** This Loan Agreement shall take effect upon approval by the Oversight Board and, following that approval, at the time and in the manner prescribed in Health & Safety Code Section 34179(h) (the “Effective Date”).

Section 3.05 **Severability.** If any Section, paragraph, sentence, clause or phrase of this Loan Agreement shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Loan Agreement. The City and the Successor Agency hereby declare that they would have adopted this Loan Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the Loan irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Loan Agreement may be held illegal, invalid or unenforceable.

IN WITNESS WHEREOF, the City of El Cerrito and the El Cerrito Redevelopment Agency Successor Agency have caused this Agreement to be signed by their respective officers.

**CITY OF EL CERRITO, CALIFORNIA,
a California municipal corporation (“CITY”)**

Approved:

Date:

Scott Hanin, City Manager

APPROVED AS TO FORM:

Sky Woodruff, City Attorney

**EL CERRITO REDEVELOPMENT AGENCY SUCCESSOR AGENCY,
the successor to the former El Cerrito Redevelopment Agency
(“SUCCESSOR AGENCY”)**

Approved:

Date:

Scott Hanin, Executive Officer

APPROVED AS TO FORM:

Karen Tiedemann, Successor Agency Attorney

SUCCESSOR AGENCY RESOLUTION 2013-XX

RESOLUTION OF THE EL CERRITO REDEVELOPMENT AGENCY SUCCESSOR AGENCY AUTHORIZING SUBMITTAL OF THE DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE 13-14B, AS REQUIRED UNDER THE DISSOLUTION ACT

WHEREAS, pursuant to the California Community Redevelopment Law (the “Redevelopment Law”), the City Council (the “City Council”) of the City of El Cerrito (the “City”) adopted the Redevelopment Plan for the City of El Cerrito Redevelopment Project Area by Ordinance No. 77-17, as amended by Ordinances No. 80-13; No. 89-5; No. 94-4; No. 2004-3; No. 2005-01; and No. 2006-10 (collectively, the “Redevelopment Plan”); and

WHEREAS, the El Cerrito Redevelopment Agency (the “RDA”) was responsible for implementation of the Redevelopment Plan; and

WHEREAS, as part of the 2011-12 State budget bill, ABx1 26 (the “Dissolution Act”) was enacted significantly modifying the Redevelopment Law to require the dissolution of redevelopment agencies throughout California and the establishment of successor agencies to wind down the former redevelopment agencies’ affairs; and

WHEREAS, on August 15, 2011, pursuant to the Dissolution Act, the City elected to serve as the El Cerrito Redevelopment Agency Successor Agency (the “Successor Agency”), should the RDA be dissolved; and

WHEREAS, California redevelopment agencies were dissolved on February 1, 2012; and

WHEREAS, pursuant to the Dissolution Act, upon dissolution, the RDA transferred as a matter of law all remaining liabilities, debts and obligations to the Successor Agency; and transferred all unencumbered funds and assets to the Successor Agency’s Redevelopment Obligation Retirement Fund (the “RORF”), for disposition and/or use by the Successor Agency to retire RDA debt and pay for RDA obligations; and

WHEREAS, pursuant to the Dissolution Act, the Contra Costa County Auditor Controller (the “Auditor-Controller”) established the Redevelopment Property Tax Trust Fund (the “RPTTF”) to hold Redevelopment Property Tax collected from the City of El Cerrito Redevelopment Project Area to be disbursed to the Successor Agency for payment of its enforceable obligations and to taxing entities affected by the Redevelopment Plan; and

WHEREAS, AB 1484 (the “Trailer Bill”) was enacted on July 1, 2012 modifying the Dissolution Act to require the Successor Agency to submit an Oversight Board-approved Recognized Obligations Payment Schedule 13-14B (“ROPS 13-14B”) covering the period January through June, 2014 to the DOF by October 1, 2013; and

WHEREAS, the Trailer Bill made clear that the Successor Agency is a separate public entity from the City; and

WHEREAS, the Successor Agency has reviewed the draft ROPS 13-14B that was prepared pursuant to the Dissolution Act and the Trailer Bill, which is attached and incorporated as Exhibit A to this Resolution, for submittal to the Oversight Board of the Successor Agency, the Auditor-Controller, and DOF; and

WHEREAS, the Successor Agency wishes to authorize Successor Agency staff to amend the ROPS 13-14B administratively to account for any additional changes made by the Department of Finance ("DOF") to the ROPS form that occur after the Successor Agency's consideration.

NOW THEREFORE, BE IT RESOLVED that the City El Cerrito Redevelopment Agency Successor Agency hereby finds the above recitals to be true and accurate.

BE IT FURTHER RESOLVED that the El Cerrito Redevelopment Agency Successor Agency authorizes the submittal of the draft Recognized Obligation Payment Schedule 13-14B as required under the Dissolution Act, subject to such changes as may be necessary to accommodate changes in the DOF approved form, any such changes to be approved by the City Manager.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its passage and adoption.

I CERTIFY that at the regular meeting on September 17, 2013, the City Council of the City of El Cerrito acting as the El Cerrito Redevelopment Agency Successor Agency passed this resolution by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

IN WITNESS of this action, I sign this document on September __, 2013.

Cheryl Morse, City Clerk

APPROVED:

Gregory B. Lyman, Mayor

Recognized Obligation Payment Schedule (ROPS 13-14B) - Summary

Filed for the January 1, 2014 through June 30, 2014 Period

Name of Successor Agency: El Cerrito
Name of County: Contra Costa

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding		
A	Sources (B+C+D):	\$ 2
B	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	2
E	Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 3,000,786
F	Non-Administrative Costs (ROPS Detail)	3,000,786
G	Administrative Costs (ROPS Detail)	-
H	Current Period Enforceable Obligations (A+E):	\$ 3,000,788

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
I	Enforceable Obligations funded with RPTTF (E):	3,000,786
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column U)	-
K	Adjusted Current Period RPTTF Requested Funding (I-J)	\$ 3,000,786

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
L	Enforceable Obligations funded with RPTTF (E):	3,000,786
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AB)	-
N	Adjusted Current Period RPTTF Requested Funding (L-M)	3,000,786

Certification of Oversight Board Chairman:
Pursuant to Section 34177(m) of the Health and Safety code, I
hereby certify that the above is a true and accurate Recognized
Obligation Payment Schedule for the above named agency.

Name Title
/s/ Signature Date

Recognized Obligation Payment Schedule (ROPS) 13-14B - Report of Fund Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177(l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.										
A	B	C	D	E	F	G	H	I	J	K
	Fund Balance Information by ROPS Period	Fund Sources								Comments
		Bond Proceeds		Reserve Balance		Other	RPTTF		Total	
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Review balances retained for approved enforceable obligations	RPTTF balances retained for bond reserves	Rent, Grants, Interest, Etc.	Non-Admin	Admin		
ROPS III Actuals (01/01/13 - 6/30/13)										
1	Beginning Available Fund Balance (Actual 01/01/13) Note that for the RPTTF, 1 + 2 should tie to columns L and Q in the Report of Prior Period Adjustments (PPAs)	-	-	-	-	2	-	-	\$ 2	
2	Revenue/Income (Actual 06/30/13) Note that the RPTTF amounts should tie to the ROPS III distributions from the County Auditor-Controller	-	-	-	-	0	1,915,879	159,235	\$ 2,075,114	
3	Expenditures for ROPS III Enforceable Obligations (Actual 06/30/13) Note that for the RPTTF, 3 + 4 should tie to columns N and S in the Report of PPAs	-	-	-	-	-	1,915,879	159,235	\$ 2,075,114	
4	Retention of Available Fund Balance (Actual 06/30/13) Note that the Non-Admin RPTTF amount should only include the retention of reserves for debt service approved in ROPS III	-	-	-	-	-	-	-	\$ -	
5	ROPS III RPTTF Prior Period Adjustment Note that the net Non-Admin and Admin RPTTF amounts should tie to columns O and T in the Report of PPAs.	No entry required					-	-	\$ -	
6	Ending Actual Available Fund Balance (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ -	\$ -	\$ 2	\$ -	\$ -	\$ 2	
ROPS 13-14A Estimate (07/01/13 - 12/31/13)										
7	Beginning Available Fund Balance (Actual 07/01/13) (C, D, E, G, and I = 4 + 6, F = H4 + F6, and H = 5 + 6)	\$ -	\$ -	\$ -	\$ -	\$ 2	\$ -	\$ -	\$ 2	
8	Revenue/Income (Estimate 12/31/13) Note that the RPTTF amounts should tie to the ROPS 13-14A distributions from the County Auditor-Controller	-	-	-	-	-	1,177,787	250,000	\$ 1,427,787	
9	Expenditures for 13-14A Enforceable Obligations (Estimate 12/31/13)	-	-	-	-	-	1,158,395	250,000	\$ 1,408,395	
10	Retention of Available Fund Balance (Estimate 12/31/13) Note that the RPTTF amounts may include the retention of reserves for debt service approved in ROPS 13-14A	-	-	-	-	-	-	-	\$ -	
11	Ending Estimated Available Fund Balance (7 + 8 - 9 -10)	\$ -	\$ -	\$ -	\$ -	\$ 2	\$ 19,393	\$ -	\$ 19,394	

Recognized Obligation Payment Schedule (ROPS) 13-14B - ROPS Detail January 1, 2014 through June 30, 2014 (Report Amounts in Whole Dollars)															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	ect Name / Debt Oblige	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
								\$ 28,776,466		\$ -	\$ -	\$ 2	\$ 3,000,786	\$ -	\$ 3,000,788
1	Tax Allocation Bonds 1997 A	Bonds Issued On or Before 12/31/10	12/17/1997	7/1/2019	Union Bank	Refunding of prior TAB for Redev Projs	City of El Cerrito	3,083,375	N			2	496,873		\$ 496,875
2	Tax Allocation Bonds 1998 B	Bonds Issued On or Before 12/31/10	12/17/1997	7/1/2015	Union Bank	Refunding of prior TAB for L&M Hsg Projs	City of El Cerrito	437,181	N				210,894		\$ 210,894
3	Tax Allocation Bonds 2004 A	Bonds Issued On or Before 12/31/10	10/21/2004	7/1/2023	Union Bank	Tax-exempt TAB for Infrastructure Projs	City of El Cerrito	12,248,509	N				813,576		\$ 813,576
4	Tax Allocation Bonds 2004 B Non-Hsg	Bonds Issued On or Before 12/31/10	10/21/2004	7/1/2012	Union Bank	Taxable TAB for Redev Projs	City of El Cerrito	-	Y						\$ -
5	Tax Allocation Bonds 2004 B Hsg	Bonds Issued On or Before 12/31/10	10/21/2004	7/1/2023	Union Bank	Taxable TAB for L&M Hsg Projs	City of El Cerrito	4,914,845	N				203,360		\$ 203,360
6	2009-10 SERAF Loan	SERAF/ERAF	2/16/2010	11/24/2024	City L&M Housing Fund	Funds advanced for SERAF payment	City of El Cerrito	995,741	N				-		\$ -
7	2005-06 ERAF Loan	SERAF/ERAF	4/17/2006	11/24/2024	City L&M Housing Fund	Funds advanced for ERAF payment	City of El Cerrito	251,577	N				-		\$ -
8	Accrued Vacation Liability	Unfunded Liabilities	2/1/2012	11/24/2024	City of El Cerrito	Accrued Vacation Liability of RDA-funded employees	City of El Cerrito	-	Y				-		\$ -
9	Valente Promissory Note	Third-Party Loans	3/5/2009	3/5/2024	George Valente	Loan for land acquisition	City of El Cerrito	3,170,370	N				288,215		\$ 288,215
10	Ohlone Gardens Loan Agreement	OPA/DDA/Construction	6/24/2009	11/24/2024	Ohlone Gardens LP	Undisbursed loan commitment	City of El Cerrito	-	N						\$ -
11	Eden Housing Loan Agreement	OPA/DDA/Construction	5/17/2011	11/24/2024	Eden Housing	Undisbursed loan commitment	City of El Cerrito	-	N						\$ -
12	Cooperation Agreement	Project Management Costs	3/7/2011	11/24/2024	El Cerrito MSC	Implementation of City of El Cerrito Redevelopment Plan	City of El Cerrito	-	N						\$ -
13	FY 2012-13 Administrative Allowance	Admin Costs	7/1/2012	6/30/2013	City of El Cerrito	Administrative Allowance per AB1x26	City of El Cerrito	-	Y						\$ -
14	Due Diligence Review	Dissolution Audits	9/20/2012	6/30/2014	MGO CPAs	Accountant for AB1484 Due Diligence Review	City of El Cerrito	12,868	N				12,868		\$ 12,868
15	FY 2011-12 Administrative Allowance	Admin Costs	2/1/2012	6/30/2012	City of El Cerrito	Administrative Allowance per AB1x26	City of El Cerrito	-	Y						\$ -
16	Cash Flow Loan Agreement	City/County Loans After 6/27/11	2/19/2013	12/31/2013	City of El Cerrito	Cash Flow Loan pursuant to H&S Code Section 34173(h) for ROPS III Items and Successor Agency litigation costs funded by City of El Cerrito	City of El Cerrito	-	Y						\$ -
17	Eden Housing Loan Agreement Pre-DDA	Miscellaneous	5/17/2011	11/24/2024	Eden Housing	Undisbursed loan commitment for pre-development	City of El Cerrito	-	Y						\$ -
18	Eden Housing Loan Agreement Post-DDA	OPA/DDA/Construction	5/17/2011	11/24/2024	Eden Housing	Undisbursed loan commitment contingent on DDA	City of El Cerrito	250,000	N				250,000		\$ 250,000
19	Cooperation Agreement	Project Management Costs	3/7/2011	11/24/2024	El Cerrito MSC	Implementation of Redevelopment Plan	City of El Cerrito	3,287,000	N				600,000		\$ 600,000
20	FY13-14 Administrative Allowance	Admin Costs	7/1/2013	6/30/2014	City of El Cerrito	Administrative Allowance per AB1x26	City of El Cerrito	-	Y						\$ -
21	Cash Flow Loan Agreement	City/County Loans After 6/27/11	10/1/2013	6/30/2014	City of El Cerrito	Cash Flow Loan pursuant to H&S Code Section 34173(h) for Successor Agency litigation costs funded by City of El Cerrito	City of El Cerrito	125,000	N				125,000		\$ 125,000

Recognized Obligation Payment Schedule (ROPS) 13-14B - Report of Prior Period Adjustments																				
ROPS III Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS III (July through December 2013) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 13-14B (January through June 2014) period will be offset by the SA's self-reported ROPS III prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.																				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures								RPTTF Expenditures										
		LMIHF (Includes LMIHF Due Diligence Review)		Bond Proceeds		Reserve Balance (Includes Other Funds and Assets DDR)		Other Funds		Non-Admin					Admin					Net SA Non-Admin and Admin PPA
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS III distributed + all other available as of	Net Lesser of Authorized/ Available	Actual	Difference (If M is less than N, the difference is zero)	Authorized	Available RPTTF (ROPS III distributed + all other available as of 1/1/13)	Net Lesser of Authorized / Available	Actual	Difference (If R is less than S, the difference is zero)	Net Difference (Amount Used to Offset ROPS 13-14B Requested RPTTF (O + T))
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,399,899	\$ 1,915,879	\$ 1,915,879	\$ 1,915,879	\$ -	\$ 250,000	\$ 159,235	\$ 159,235	\$ 159,235	\$ -	\$ -
1	Tax Allocation Bonds 1997 A									487,125	487,125	\$ 487,125	487,125	\$ -			\$ -		\$ -	\$ -
2	Tax Allocation Bonds 1998 B									211,013	211,013	\$ 211,013	211,013	\$ -			\$ -		\$ -	\$ -
3	Tax Allocation Bonds 2004 A									758,114	758,114	\$ 758,114	758,114	\$ -			\$ -		\$ -	\$ -
4	Tax Allocation Bonds 2004 B Non-Hsg											\$ -		\$ -			\$ -		\$ -	\$ -
5	Tax Allocation Bonds 2004 B Hsg									134,888	134,888	\$ 134,888	134,888	\$ -			\$ -		\$ -	\$ -
6	2009-10 SERAF Loan											\$ -		\$ -			\$ -		\$ -	\$ -
7	2005-06 ERAF Loan											\$ -		\$ -			\$ -		\$ -	\$ -
8	Accrued Vacation Liability									19,392	19,392	\$ 19,392	19,392	\$ -			\$ -		\$ -	\$ -
9	Valente Promissory Note									288,215	288,215	\$ 288,215	288,215	\$ -			\$ -		\$ -	\$ -
10	Ohlone Gardens Loan Agreement									471,152	-	\$ -	-	\$ -			\$ -		\$ -	\$ -
11	Eden Housing Loan Agreement											\$ -		\$ -			\$ -		\$ -	\$ -
12	Cooperation Agreement											\$ -		\$ -			\$ -		\$ -	\$ -
13	FY 2012-13 Administrative Allowance											\$ -		\$ -	250,000	159,235	\$ 159,235	159,235	\$ -	\$ -
14	Due Diligence Review									30,000	17,132	\$ 17,132	17,132	\$ -			\$ -		\$ -	\$ -
15	FY 2011-12 Administrative Allowance											\$ -		\$ -			\$ -		\$ -	\$ -
16	Cash Flow Loan Agreement											\$ -		\$ -			\$ -		\$ -	\$ -
17	Eden Housing Loan Agreement Pre-DDA											\$ -		\$ -			\$ -		\$ -	\$ -
18	Eden Housing Loan Agreement Post-DDA											\$ -		\$ -			\$ -		\$ -	\$ -
19	Cooperation Agreement											\$ -		\$ -			\$ -		\$ -	\$ -
20	FY13-14 Administrative Allowance											\$ -		\$ -			\$ -		\$ -	\$ -

Recognized Obligation Payment Schedule 13-14B - Notes

January 1, 2014 through June 30, 2014

Item #	Notes/Comments
1	None
2	Total Outstanding Debt amount corrected
3	Total Outstanding Debt amount corrected
4	Debt retired
5	Total Outstanding Debt amount corrected
6	Payment commences ROPS 14-15A
7	Payment commences ROPS 14-15A
8	Obligation paid in full on ROPS 13-14A
9	Total Outstanding Debt amount corrected
10	Obligation paid in full on ROPS 13-14A
11	Approved by Oversight Board, but disapproved by DOF
12	Approved by Oversight Board, but disapproved by DOF
13	Obligation partially paid on ROPS III, balance paid through City Cash Flow Loan Agreement (see line 16)
14	Obligation partially paid on ROPS III, balance remains an obligation on ROPS 13-14B
15	Obligation paid in full on ROPS I
16	Obligation paid in full on ROPS 13-14A
17	Obligation paid in full on ROPS 13-14A
18	Execution of DDA anticipated prior to end of ROPS 13-14B period
19	Outstanding obligation being retained on ROPS 13-14B
20	Obligation paid in full on ROPS 13-14A
21	New H&S Code Section 34173(h) Cash Flow Loan Agreement to reimburse City of El Cerrito for Successor Agency's litigation expenses incurred prior to and during ROPS 13-14B period



AGENDA BILL

Agenda Item No. 6

Date: September 17, 2013

To: El Cerrito City Council

From: Michael J. Bond, Fire Marshal
Lance J. Maples, Fire Chief

Subject: Abatement of Fire Hazard Public Nuisances on Six Properties Pursuant to El Cerrito Municipal Code Chapter 16.26

ACTION REQUESTED

Conduct a public hearing and upon conclusion adopt a resolution confirming the cost of abatement of public nuisance conditions resulting from the presence of weeds, rubbish, litter or other flammable material on private property designated in Exhibit A to the resolution as authorized by El Cerrito Municipal Code Chapter 16.26.

BACKGROUND

The Fire Department has completed its annual fire hazard abatement program. The purpose of this program is to remove weeds, dry grass, stubble, brush, rubbish, litter and other flammable material from private properties where such flammable material endangers the public safety by creating a public nuisance and a fire hazard.

Notices were sent to 140 parcel owners notifying them that hazards existed on their parcels. With support and help from the Fire Department all but six property owners abated the hazards on their parcels.

The property owners identified in Exhibit A failed to abate the fire hazards on their property. For these properties the City has followed a statutory procedure to remove the hazardous conditions. This procedure is specified in the July 16, 2013 Agenda Bill and Resolution No. 2013-38. The owners of the properties identified in Exhibit A were notified that if they did not abate the hazardous conditions on their property, the City would do so. They were given the opportunity at a public hearing to object to the City's plan to abate these conditions. On July 17, 2013, the City then sent the owners of the properties identified in Exhibit A, a second notice, informing them that the City would perform abatement through its own staff or through private contract. The property owners identified in Exhibit A failed to abate the hazards and the City then performed the abatement work through private contractors.

Notice has been sent to the owners of the properties identified in Exhibit A informing them of a scheduled hearing before the City Council on September 17, 2013 to confirm the costs of the abatement work performed on their properties.

ANALYSIS

The fire hazard abatement procedure provides ample due process for the affected property owners, well beyond the minimum procedure statutorily required. The most important part of the procedure is that the property owners listed in Exhibit A were given the opportunity to contest whether their property constituted a public nuisance and a fire hazard at a public hearing before the City Council. The property owners did not contest the designation, nor did the property owners voluntarily abate the nuisance conditions. The City Council therefore directed City staff to abate said conditions.

This matter appears before the City Council for the sole purpose of confirming the abatement costs already incurred by the City for the properties identified in Exhibit A. At this hearing the City Council should review the reasonableness of the costs of abatement as specified, and then determine the abatement costs to be assessed. Resolution No. 2013-XX provides for confirmation of the report of abatement costs, and the attached Exhibit B specifies the administrative costs associated with each of the properties. Once confirmed by the City Council, the costs of abating the nuisance will be forwarded to the County Auditor by October 11, 2013 for assessment to the individual property and a lien will be recorded with the County Recorder.

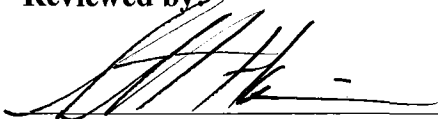
FINANCIAL CONSIDERATIONS

The abatement work has been completed by contract labor and the City has paid the contractors a total of \$2,915.00 for their work. The City and County administrative costs of \$3,943.00 have been added, bringing the total cost to \$6,858.00. These costs include 1) Fire Department investigation, boundary determination and supervision of the contract labor; and 2) City Administration costs for the program. In order for the City to fully recover the direct and indirect costs of \$6,858.00 already incurred for the abatement work performed, the City Council should confirm the staff report on the costs of abatement at this time so that these costs can be forwarded to the County for collection from the property owner.

LEGAL CONSIDERATIONS

The City Attorney has reviewed and approved the process.

Reviewed by:



Scott Hanin, City Manager

1. Resolution
2. Exhibit A - Property List
3. Exhibit B - Cost Analysis &
Contractor Invoice for Abatement

RESOLUTION NO. 2013–XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO CONFIRMING THE REPORT OF THE COSTS OF ABATEMENT OF PUBLIC NUISANCE CONDITIONS RESULTING FROM THE PRESENCE OF WEEDS, RUBBISH, LITTER OR OTHER FLAMMABLE MATERIAL ON THE PRIVATE PROPERTY DESIGNATED HEREIN UNDER THE AUTHORITY CONTAINED IN EL CERRITO MUNICIPAL CODE SECTION 16.26

WHEREAS, El Cerrito Municipal Code Chapter 16.26, et seq. provides a method by which a local legislative body may abate public nuisance conditions on private property relating to weeds, rubbish, litter or other flammable material which creates a fire hazard, a menace to the public health or which is otherwise noxious or dangerous; and

WHEREAS, pursuant to El Cerrito Municipal Code Chapter 16.26 the El Cerrito City Council declared, through Resolution No. 2013-37, that the properties identified herein in Exhibit A constitute a public nuisance because the presence of weeds, rubbish, litter or other flammable material on the properties created a fire hazard, a menace to the public health, or were otherwise noxious or dangerous; and

WHEREAS, through Resolution No. 2013-38 the City Council directed, under the further authority of El Cerrito Municipal Code Chapter 16.26, that notice be provided to the owners of the properties identified in Exhibit A informing the owners that if they did not abate the nuisance conditions, that these conditions would be abated by the City, and that upon confirmation, the abatement costs would constitute a lien upon the properties until paid; and

WHEREAS, through Resolution No. 2013-38 the City Council further directed that a public hearing be scheduled at which time the owners of the properties identified in Exhibit A could present objections to the designation of their property as a public nuisance and objections to the abatement of these public nuisance conditions by the City; and

WHEREAS, notice designating the properties identified in Exhibit A a public nuisance and informing the owners of the properties of the right to object to such designation and proposed abatement by the City was provided to the owners of the properties as required by Government Code Sections 39560 through 39588; and

WHEREAS, the owners of the properties identified in Exhibit A did not appear at the July 16, 2013 public hearing to contest the public nuisance designation or to object to the abatement of the public nuisance conditions by the City; and

WHEREAS, at the conclusion of the July 16, 2013 public hearing, the City Council, by Resolution No. 2013-38 for Exhibit A, directed the City Manager or designee to abate those public nuisance conditions as provided for by El Cerrito Municipal Code Section 16.26 and Government Code Section 39560 through 39588; and

WHEREAS, the City Council further directed that the City Manager or designee to keep an account of the cost of abatement for each property on which work was performed and that a report be prepared and presented to the City Council so that, after notice and hearing, these abatement costs could be confirmed as a special assessment against the property; and

WHEREAS, after the adoption of Resolution No. 2013-38 a second notice was mailed to the owners of the properties identified in that resolution again informing the property owners that if they did not abate the public nuisance conditions on the properties, that the City would abate these nuisance conditions and assess the abatement costs against the properties; and

WHEREAS, as required by El Cerrito Municipal Code Section 16.26 the El Cerrito City Council conducted a hearing on September 17, 2013 at which an opportunity was given to voice objections regarding the report and the assessment of the abatement costs for the properties identified in Exhibit A of this Resolution. Notice of the hearing was provided to the owners of the properties; and

WHEREAS, at the September 17, 2013 hearing, the property owners were given the opportunity to object and protest the report and the abatement costs assessed. The property owners were also given the opportunity to present evidence in support of their arguments; and

WHEREAS, such testimony provided at the public hearing included a description of the public nuisance conditions which existed at the property prior to the abatement, a description of the services required to abate those conditions, the cost to the City in abating those conditions and such other matters deemed relevant by the City Council; and

WHEREAS, the City Council does hereby conclude that the abatement costs as contained in Exhibit B, B-1 through B-6, as such costs may have been modified by the City Council after a review of the evidence, are fair and reasonable. This determination is based on the evidence submitted by the property owners, the evidence submitted by City staff, the evidence concerning the nuisance conditions which existed at the property prior to abatement, the evidence concerning the scope of services required to abate those conditions, and such other matters deemed relevant by the City Council.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito does hereby confirm the report of the costs of abatement as contained in Exhibit B, B1 through B6 of this Resolution.

BE IT FURTHER RESOLVED that the costs of abatement shall be levied as a special assessment against the property and that these costs shall be certified to the auditor of Contra Costa County so that the costs of abatement shall be collected at the same time and in the same manner as ordinary municipal taxes.

BE IT FURTHER RESOLVED that a certified copy of this Resolution confirming the abatement costs for the properties identified in Exhibit A of this Resolution shall be filed with the County Auditor on or before October 11, 2013.

BE IT FURTHER RESOLVED that the City Manager or designee shall take such action as may be necessary to record the abatement costs for the property identified in Exhibits A and B of this Resolution with the County Recorder as a lien against the property as provided for in El Cerrito Municipal Code Section 16.26

Agenda Item No. 6
Attachment 1

I CERTIFY that at a regular meeting on September 17, 2013 the El Cerrito City Council passed this resolution by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on September ____, 2013.

Cheryl Morse, City Clerk

APPROVED:

Gregory B. Lyman, Mayor

EXHIBIT A

El Cerrito
List of Real Abated Properties
9-17-2013

<u>APN</u>	<u>Street Address</u>
5004300165	2332 ALVA AVE (vacant)
5004300173	2336 ALVA AVE
5053610191	1130 ARLINGTON
5100420198	5619 EL DORADO AVE
5054210298	1552 MADERA CIR (vacant)
5052730057	8350 TERRACE DR (vacant)

**Oakland Hills
Brush Clearing**

6114 La Salle Ave #235
Oakland, CA 94611
(510) 339-9991

Invoice

Date	Invoice #
8/22/2013	2102

Bill To
E.C.F.D. 10890 San Pablo Ave. El Cerrito, Ca. 94530

Description	Amount
2332 Alva Ave., El Cerrito, Ca. Fire Prevention clearing of dry weeds on vacant parcel adjoining 2336 Alva Ave. Hauling.	300.00
Thank you for your business.	Total \$300.00

EXHIBIT B-1 page 2

**REPORT ON ABATEMENT OF FIRE HAZARDS
EL CERRITO FIRE DEPARTMENT**

Property:

Parcel Number: **500-430-016**
Property Address: **2332 ALVA AVE, EL CERRITO, CA 94530**
Contact Address: **2336 ALVA AVE, EL CERRITO, CA 94530**

Owner' Name: **MCLAUGHLIN, WILLIAM**

Abatement Work Performed:

Description: Clearing and hauling of weeds and brush in vacant lot

Date Work Performed: August 22, 2013

Work Performed By: Oakland Hills Brush clearing
6114 La Salle Ave. # 235.
Oakland, Ca. 94611
510- 339-9991

Contracted Costs..... \$300.00

Administrative Costs: Fire Department Investigation,
Boundary determination and supervision
1Hr 45 min. X \$173.00/hr..... \$302.00

Fire Department Administration Fees
1 Hr 45 min. X \$173.00/hr.....\$302.00

Property Tax collection fee N/C

County Recording and
Administration fees N/C

TOTAL ABATEMENT COST: \$ 904.00

Certified by: _____ Date: _____

David Ciappara
Fire Prevention Officer

Exhibit B-1 page 3

EL CERRITO CITY ADMINISTRATIVE COST WORK SHEET

2332 Alva Ave.

6/6/2013 - Initial inspection and notice.....15 min @ \$173.00/hr.....	\$43.00
7/8/2013 - Reinspection15 min @ 173.00/hr.....	43.00
7/9/2013 - Office work for City Council Meeting.....15 min @ 173.00/hr.....	43.00
7/17/2013 - Reinspection and notice.....15 min @ 173.00/hr.....	43.00
8/6/2013 - Vendor bid inspection.....15 min @ 173.00/hr.....	43.00
8/22/2013 - Vendor observation / inspection.....45 min @ 173.00/hr.....	130.00
8/30/2013 - Office work for City Council Meeting.....30 min @ 173.00/hr.....	86.00
10/11/2013 - County Record Abatement Martinez.....60 min @ 173.00/hr.....	173.00
TOTAL ADMINISTRATIVE COST.....	\$ 604.00

Invoice

Oakland Hills Brush Clearing

6114 La Salle Ave #235
Oakland, CA 94611
(510) 339-9991

Date	Invoice #
8/22/2013	2101

Bill To
E.C.F.D. 10890 San Pablo Ave. El Cerrito, Ca. 94530

Description	Amount
2336 Alva Ave., El Cerrito. Fire Prevention clearing of dry weeds in front yard area. Hauling.	135.00
Thank you for your business.	Total \$135.00

EXHIBIT B-2 page 2

REPORT ON ABATEMENT OF FIRE HAZARDS EL CERRITO FIRE DEPARTMENT

Property:

Parcel Number: **500-430-017**
Property Address: **2336 ALVA AVE, EL CERRITO, CA 94530**
Contact Address: **2336 ALVA AVE, EL CERRITO, CA 94530**

Owner' Name: **MCLAUGHLIN, WILLIAM**

Abatement Work Performed:

Description: Clearing and hauling of weeds and brush in front yard

Date Work Performed: August 22, 2013

Work Performed By: Oakland Hills Brush clearing
6114 La Salle Ave. # 235.
Oakland, Ca. 94611
510- 339-9991

Contracted Costs..... \$135.00

Administrative Costs: Fire Department Investigation,
Boundary determination and supervision
1Hr 30 min. X \$173.00/hr \$258.00

Fire Department Administration Fees
1 Hr 45 min. X \$173.00/hr.....\$302.00

Property Tax collection fee N/C

County Recording and
Administration fees N/C

TOTAL ABATEMENT COST: \$ 695.00

Certified by: _____ Date: _____
David Ciappara
Fire Prevention Officer

Exhibit B-2 page 3

EL CERRITO CITY ADMINISTRATIVE COST WORK SHEET

2336 Alva Ave.

6/6/2013 - Initial inspection and notice.....15 min @ \$173.00/hr.....\$43.00

7/8/2013 - Reinspection15 min @ 173.00/hr..... 43.00

7/9/2013 - Office work for City Council Meeting..... 15 min @ 173.00/hr..... 43.00

7/17/2013 - Reinspection and notice.....15 min @ 173.00/hr..... 43.00

8/6/2013 - Vendor bid inspection.....15 min @ 173.00/hr..... 43.00

8/22/2013 - Vendor observation / inspection.....30 min @ 173.00/hr..... 86.00

8/30/2013 - Office work for City Council Meeting.....30 min @ 173.00/hr..... 86.00

10/11/2013 - County Record Abatement Martinez.....60 min @ 173.00/hr..... 173.00

TOTAL ADMINISTRATIVE COST..... \$ 560.00

Invoice

Oakland Hills Brush Clearing

6114 La Salle Ave #235
Oakland, CA 94611
(510) 339-9991

Date	Invoice #
8/22/2013	2103

Bill To
E.C.F.D. 10890 San Pablo Ave. El Cerrito, Ca. 94530

Description	Amount
1130 Arlington Blvd., El Cerrito, Ca. Fire Prevention pruning of Japanese Maple overhanging and on sides of chimney. Hauling of pruned branches.	385.00
Thank you for your business.	Total \$385.00

EXHIBIT B-3 page 2

REPORT ON ABATEMENT OF FIRE HAZARDS EL CERRITO FIRE DEPARTMENT

Property:

Parcel Number: **505-361-019**
 Property Address: **1130 ARLINGTON BLVD, EL CERRITO, CA 94530**
 Contact Address: **1130 ARLINGTON BLVD, EL CERRITO, CA 94530**

 Owner' Name: **WONG, WILLIAM & RUBY**

Abatement Work Performed:

Description: Pruning of japanese maple tree overhanging chimney and
hauling of pruned branches

Date Work Performed: August 22, 2013

Work Performed By: Oakland Hills Brush clearing
6114 La Salle Ave. # 235.
Oakland, Ca. 94611
510- 339-9991

Contracted Costs..... \$ 385.00

Administrative Costs: Fire Department Investigation,
Boundary determination and supervision
1Hr 45 min. X \$173.00/hr.....\$ 302.00

Fire Department Administration Fees
1 Hr 45 min. X \$173.00/hr.....\$ 302.00

Property Tax collection fee N/C

County Recording and
Administration fees N/C

TOTAL ABATEMENT COST: \$ 989.00

Certified by: _____ Date: _____
 David Ciappara
 Fire Prevention Officer

Exhibit B-3 page 3

EL CERRITO CITY ADMINISTRATIVE COST WORK SHEET

1130 Arlington Ave.

6/6/2013 - Initial inspection and notice.....15 min @ \$173.00/hr.....\$43.00

7/8/2013 - Reinspection15 min @ 173.00/hr..... 43.00

7/9/2013 - Office work for City Council Meeting..... 15 min @ 173.00/hr..... 43.00

7/17/2013 - Reinspection and notice.....15 min @ 173.00/hr..... 43.00

8/6/2013 - Vendor bid inspection.....15 min @ 173.00/hr..... 43.00

8/22/2013 - Vendor observation / inspection.....45 min @ 173.00/hr..... 130.00

8/30/2013 - Office work for City Council Meeting.....30 min @ 173.00/hr..... 86.00

10/11/2013 - County Record Abatement Martinez.....60 min @ 173.00/hr..... 173.00

TOTAL ADMINISTRATIVE COST..... \$ 604.00

Agenda Item No. 6
Attachment 3, Exh. B4, p.1

FIRE SAFETY CLEARING
510-541-2130

Aug. 29, 2013

INVOICE# 45002-1

To: El Cerrito Fire Dept.

Property at: 5619 El Dorado St.

El Cerrito, CA. 94530

Front Area

-Weed Abatement

-Trash, debris, garbage, and junk Clean-Up

-Tree trim off house, vines

-Hauling and dump fees

*as per City of El Cerrito Fire Dept. codes and reg.

TOTAL DUE.....\$1250.00

Please make check payable to:

Teo Carlone

1224 Masonic Ave.

Berkeley, CA. 94706

Thanks for the work. Hope everything looks O.K.

EXHIBIT B-4 page 2

**REPORT ON ABATEMENT OF FIRE HAZARDS
EL CERRITO FIRE DEPARTMENT**

Property:

Parcel Number: **510-042-019**
Property Address: **5619 EL DORADO AVE, EL CERRITO, CA 94530**
Contact Address: **5619 EL DORADO AVE, EL CERRITO, CA 94530**

Owner' Name: **SMITH, ARCHIE & BERNICE**

Abatement Work Performed:

Description: weeds, trash, debris, and garbage removal/hauling from front yard; tree trimming away from house

Date Work Performed: August 21, 2013

Work Performed By: Oakland Hills Brush clearing
6114 La Salle Ave. # 235.
Oakland, Ca. 94611
510- 339-9991

Contracted Costs..... \$1250.00

Administrative Costs: Fire Department Investigation,
Boundary determination and supervision
3 Hrs 15 min. X \$173.00/hr..... \$561.00

Police Officer Safety Standby
2 Hrs X \$139.00/hr..... \$278.00

Fire Department Administration Fees
1 Hr 45 min. X \$173.00/hr..... \$302.00

Property Tax collection fee N/C

County Recording and
Administration fees N/C

TOTAL ABATEMENT COST: \$ 2391.00

Certified by: _____ Date: _____

David Ciappara
Fire Prevention Officer

Exhibit B-4 page 3

EL CERRITO CITY ADMINISTRATIVE COST WORK SHEET

5619 El Dorado Ave.

6/6/2013 - Initial inspection and notice.....15 min @ \$173.00/hr.....	\$43.00
7/8/2013 - Reinspection15 min @ 173.00/hr.....	43.00
7/9/2013 - Office work for City Council Meeting..... 15 min @ 173.00/hr.....	43.00
7/17/2013 - Reinspection and notice.....15 min @ 173.00/hr.....	43.00
8/6/2013 - Vendor bid inspection.....30 min @ 173.00/hr.....	86.00
8/21/2013 - Vendor observation / inspection.....120 min @ 173.00/hr.....	346.00
8/21/2013 – Police Officer safety standby120 min @ 139.00/hr.....	278.00
9/3/2013 - Office work for City Council Meeting.....30 min @ 173.00/hr.....	86.00
10/11/2013 - County Record Abatement Martinez.....60 min @ 173.00/hr.....	173.00

TOTAL ADMINISTRATIVE COST.....	\$ 1141.00
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Invoice

Oakland Hills Brush Clearing

6114 La Salle Ave #235
Oakland, CA 94611
(510) 339-9991

Date	Invoice #
8/22/2013	2104

Bill To
E.C.F.D. 10890 San Pablo Ave. El Cerrito, Ca. 94530

Description	Amount
1552 Madera Circle, El Cerrito, Ca. Fire Prevention clearing of dry weeds in front areas of downsloping parcel. Hauling.	285.00
Thank you for your business.	Total \$285.00

EXHIBIT B-5 page 2

**REPORT ON ABATEMENT OF FIRE HAZARDS
EL CERRITO FIRE DEPARTMENT**

Property:

Parcel Number: **505-421-029**
Property Address: **1552 MADERA CIR, EL CERRITO, CA 94530**
Contact Address: **PO BOX 430, MARTINEZ, CA 94553**

Owner' Name: **SECURITY OWNERS CORP.**

Abatement Work Performed:

Description: clearing and hauling of dry weeds on vacant lot

Date Work Performed: August 22, 2013

Work Performed By: Oakland Hills Brush clearing
6114 La Salle Ave. # 235.
Oakland, Ca. 94611
510- 339-9991

Contracted Costs..... \$ 285.00

Administrative Costs: Fire Department Investigation,
Boundary determination and supervision
1Hr 45 min. X \$173.00/hr \$ 215.00

Fire Department Administration Fees
1 Hr 45 min. X \$173.00/hr.....\$ 302.00

Property Tax collection fee N/C

County Recording and
Administration fees N/C

TOTAL ABATEMENT COST: \$ 802.00

Certified by: _____ Date: _____

David Ciappara
Fire Prevention Officer

Exhibit B-5 page 3

EL CERRITO CITY ADMINISTRATIVE COST WORK SHEET

1552 Madera Circle

6/6/2013 - Initial inspection and notice.....15 min @ \$173.00/hr.....\$43.00

7/8/2013 - Reinspection15 min @ 173.00/hr..... 43.00

7/9/2013 - Office work for City Council Meeting.....15 min @ 173.00/hr..... 43.00

7/17/2013 - Reinspection and notice.....15 min @ 173.00/hr..... 43.00

8/6/2013 - Vendor bid inspection.....15 min @ 173.00/hr..... 43.00

8/22/2013 - Vendor observation / inspection.....15 min @ 173.00/hr..... 43.00

9/4/2013 - Office work for City Council Meeting.....30 min @ 173.00/hr..... 86.00

10/11/2013 - County Record Abatement Martinez.....60 min @ 173.00/hr..... 173.00

TOTAL ADMINISTRATIVE COST..... \$ 517.00

**Oakland Hills
Brush Clearing**

6114 La Salle Ave #235
Oakland, CA 94611
(510) 339-9991

Invoice

Date	Invoice #
8/22/2013	2105

Bill To
E.C.F.D. 10890 San Pablo Ave. El Cerrito, Ca. 94530

Description	Amount
8350 Terrace Dr., El Cerrito, Ca. Fire Prevention clearing of vacant upsloping parcel. Hauling.	560.00
Thank you for your business.	Total \$560.00

EXHIBIT B-6 page 2

**REPORT ON ABATEMENT OF FIRE HAZARDS
EL CERRITO FIRE DEPARTMENT**

Property:

Parcel Number: **505-273-005**
Property Address: **8350 TERRACE DR, EL CERRITO, CA 94530**
Contact Address: **349 COMMONWEALTH AVE, BOSTON, MA 02115**

Owner' Name: **LACHAT, EGLAL**

Abatement Work Performed:

Description: clearing and hauling of dry weeds on vacant lot

Date Work Performed: August 22, 2013

Work Performed By: Oakland Hills Brush clearing
6114 La Salle Ave. # 235.
Oakland, Ca. 94611
510- 339-9991

Contracted Costs..... \$560.00

Administrative Costs: Fire Department Investigation,
Boundary determination and supervision
1Hr 15 min. X \$173.00/hr \$ 215.00

Fire Department Administration Fees
1 Hr 45 min. X \$173.00/hr.....\$ 302.00

Property Tax collection fee N/C

County Recording and
Administration fees N/C

TOTAL ABATEMENT COST: \$ 1077.00

Certified by: _____ Date: _____
David Ciappara
Fire Prevention Officer

Exhibit B-6 page 3

EL CERRITO CITY ADMINISTRATIVE COST WORK SHEET

8350 Terrace Dr.

6/6/2013 - Initial inspection and notice.....15 min @ \$173.00/hr.....\$43.00

7/8/2013 - Reinspection15 min @ 173.00/hr..... 43.00

7/9/2013 - Office work for City Council Meeting.....15 min @ 173.00/hr..... 43.00

7/17/2013 - Reinspection and notice.....15 min @ 173.00/hr..... 43.00

8/6/2013 - Vendor bid inspection.....15 min @ 173.00/hr..... 43.00

8/22/2013 - Vendor observation / inspection.....15 min @ 173.00/hr..... 43.00

9/5/2013 - Office work for City Council Meeting.....30 min @ 173.00/hr..... 86.00

10/11/2013 - County Record Abatement Martinez.....60 min @ 173.00/hr..... 173.00

TOTAL ADMINISTRATIVE COST..... \$ 517.00



AGENDA BILL

Agenda Item No. 7(A)

Date: September 17, 2013

To: El Cerrito City Council

From: Lance Maples, Fire Chief
Michael Pigoni, Battalion Chief

Subject: Accept \$856,406 in Grant Funds from the Federal Emergency Management Agency and Appropriate \$95,156 for Matching Grant Funds for the Purchase of a 103' Aerial Ladder truck from Hi-Tech E.V.S.

ACTION REQUESTED

Staff requests that the City Council adopt a resolution taking the following actions:

- 1) Authorizes the acceptance of \$856,406 in grant funds from the Federal Emergency Management Agency (FEMA);
- 2) Authorizing the appropriation of \$951,562 of which \$856,406 will be received through the FEMA grant, a \$31,718 contribution by the Kensington Fire Protection District and the remaining \$63,438 in matching funds from the unrestricted General Fund balance; and
- 3) Authorize the City Manager to enter into a contract for the cooperative purchase of a 2014 Spartan, 4-door cab and chassis with a 103' aerial ladder from Hi-Tech Emergency Vehicle Services in the amount of \$951,562.

BACKGROUND

In March of 2006, the Fire Department entered into an agreement with the City of Richmond for the "Temporary Transfer of Vehicular Equipment" that included a 1991 Pierce Arrow 4-door 105' aerial ladder truck which allowed the City to surplus out a 30 year old 55' ladder truck that no longer met the needs of the Department. In July of 2008, the Fire Department acquired the apparatus from the City of Richmond for \$45,000 through an intergovernmental purchase.

Although, the ladder truck has been well maintained over the years it is reaching the end of its safe and effective service life. While the truck is still functional, it has a number of limitations including the capacity rating of the ladder, engine emissions, and wear and tear which will soon require expensive repairs to maintain. In seeking a replacement, emphasis has been placed on procuring an

Agenda Item No. 7(A)

apparatus that is built on the same cab and chassis as the Fire Department's current apparatus to facilitate ease of operation and training, and proven reliability. Furthermore, by remaining standardized on the same chassis and purchasing the aerial that is manufactured by the same company, overall costs are reduced and service can be provided by the same vendor that the City has used since 1995.

ANALYSIS

The El Cerrito Fire Department has operated a ladder truck since 1976. It is a key element in the Department's ISO (Insurance Services Office) rating of Class 3 in the City as well as the community of Kensington. This rating provides all residents and business owners a savings in their fire insurance. The development over the last decade of large stores such as those in the Plaza and the new high school require the use of an aerial ladder in order to access the roof and provide aerial water streams in the event of a large scale fire or other emergency. Consideration must also be given to the elevated BART tracks that dissect the City that are out of reach of our ground ladders in the event of a transit emergency and the potential for additional high density housing projects

The El Cerrito Fire Department also participates in the West Contra Costa County Technical Rescue Program, developed due to the lack of specialized rescue capabilities in West Contra Costa County. The new aerial apparatus is capable of handling a number of different types of rescues which are not possible with the current aerial, including low and high angle rope rescues, cribbing and shoring operations. It also features a full set of hydraulic rescue tools for facilitating any extrication needs.

For the past three years, the Fire Department has been submitting applications for grants through FEMA. On June 26, 2013, the Fire Department was notified that Grant EMW-2012-FV-00394 for an aerial ladder truck was approved for a total fund amount of \$951,562 of which the City would be responsible for a 10% match of \$95,156.

Time is critical with the grant process in that delivery is required within 365 days of grant award. In an effort to meet these time requirements and reduce the cost of procurement and to meet the criteria and objectives set by the use of this apparatus, the Fire Department is recommending that approval be based on a cooperative purchase that was recently completed by the Novato Fire Protection District (NFPD). NFPD, openly and competitively requested bids for a similar unit and awarded the purchase to Hi-Tech E.V.S. as being the lowest and most responsible bidder. NFPD approved a purchase contract that allowed other governmental agencies to "tag on" to their purchase.

The purchase of this aerial ladder truck will not only replace the existing apparatus, but will increase the capabilities and options in providing service to the City and surrounding communities. In the event of a major incident, it will serve as the platform for any large scale rescue operations for the next 20 years.

Agenda Item No. 7(A)

Purchase of the truck will also eliminate any monies that would have been spent on expensive repairs to maintain the use and safety of the older truck.

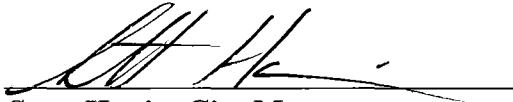
FINANCIAL CONSIDERATIONS

No appropriations were made during the fiscal year 2013/14 budget process for the purchase of the ladder truck due to the fact that it was a competitive grant process and the grant had not yet been awarded. FEMA has awarded the City a grant for \$856,406 with a City match of \$95,156. The match will be funded through a \$31,718 contribution from the Kensington Fire Protection District (KFPD) for the services provided by the Fire Department. The El Cerrito portion of \$63,438 will be funded through an appropriation from General Fund reserves or any available savings achieved during this fiscal year. This amount is equal to approximately 2% of projected General Fund reserves.

LEGAL CONSIDERATIONS

Approving this action would affect a cooperative "Tag On Order" purchase based on the competitive bid process by the Novato Fire Protection District. By utilizing the cooperative purchase, the City will save the costs of developing specifications, requesting proposals and completing a lengthy analysis of bid results. This will ensure that the purchasing process is completed within the time frame required by FEMA.

Reviewed by:


Scott Hanin, City Manager

Attachments:

1. Proposed Resolution
2. Proposal for Purchase of Apparatus
3. Contract for Purchase of Apparatus
4. Novato Fire Protection District's Invitation
for Bid
5. Novato Fire Protection District Bid Results
6. Novato Fire Protection District Purchase
Order
7. Chassis Specifications
8. Body & Aerial Specifications

RESOLUTION 2013-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO ACCEPT \$856,406 IN GRANT FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND APPROPRIATE BOTH THE \$856,406 IN GRANT FUNDS AND \$95,156 IN MATCHING FUNDS AND EXECUTE A CONTRACT WITH HI-TECH EMERGENCY VEHICLE SERVICES FOR THE ACQUISITION OF A REPLACEMENT 103' AERIAL FIRE TRUCK THROUGH A COOPERATIVE PURCHASE PROGRAM

WHEREAS, the Fire Department has established a program to replace fire apparatus after 20 years; and

WHEREAS, the City Council of the City of El Cerrito recognizes the need to replace a 23 year old aerial ladder truck that was purchased used from the City of Richmond in 2008 to replace a 30 year old aerial ladder; and

WHEREAS, the Fire Department applied and on June 26, 2013 was awarded an Assistance to Firefighter Grant (AFG) through the Federal Emergency Management Agency (FEMA) and Department of Homeland Security (DHS) for the amount of \$951,562 of which the City shall be responsible to match 10% (\$95,156) of the total grant; and

WHEREAS, the \$95,156 in matching funds will be provided by the Kensington Fire Protection District (\$31,718) and an allocation of \$63,438 from General Fund reserves.

WHEREAS, the Fire Department has compiled a detailed set of specifications which meets the needs of the community and is compatible to current front line equipment; and

WHEREAS, since 1995, the Fire Department and the Kensington Fire Protection District (KFPD) have purchased all of their fire apparatus from Hi-Tech Emergency Vehicle Services ("Hi-Tech EVS"); and

WHEREAS, the price negotiated with Hi-Tech EVS for this truck was determined to be competitive with its prior competitively bid equipment and utilizing the Assistance to Firefighters Grant, this provided the greatest opportunity, cost and flexibility and most efficient delivery to the City.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito authorizes the City Manager to accept the FEMA grant, appropriate \$951,156 of which \$856,406 will be received through the FEMA grant, a \$31,718 contribution by the Kensington Fire Protection District and the remaining \$63,438 in matching funds from the unrestricted General Fund balance and execute a contract for the purchase of a replacement 103' aerial ladder truck to Hi-Tech EVS and associated documentation.

BE IT FURTHER RESOLVED that the Fire Department is authorized to proceed with the purchase of this equipment due to its unique nature as allowed under the City's purchasing guidelines.

I CERTIFY that at the regular meeting on September 17, 2013, the El Cerrito City Council passed this resolution by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on September 17, 2013.

Cheryl Morse, City Clerk

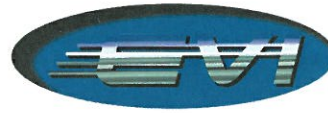
APPROVED:

Greg Lyman, Mayor

HI-TECH EMERGENCY VEHICLE SERVICE, INC.



CRIMSON FIRE
A Spartan Company



444 W. GREGER ST. • OAKDALE, CA 95361 • (209) 847-3042 • FAX (209) 847-2110
www.hitechevs.com www.crimson-fire.com www.evi-fl.com

PROPOSAL FOR EL CERRITO FIRE DEPARTMENT El Cerrito, California August 16, 2013

ONE (1) SPARTAN ERV 103' REAR MOUNT AERIAL WITH 750 LB. CAPACITY

1. Apparatus Cost, Pre-Tax \$ 869,006.00
2. Sales Tax @ 9.50% \$ +82,556.00
3. Grand Total \$ 951,562.00*

* Plus any additional Federal, State, or Local fee, tax, or mandated safety equipment applicable at time of delivery.

Delivery Shall Occur Not Later Than June 25, 2014.



for Dan Marchione, President

8-16-13

Date

Accepted By – Title

Date

HI-TECH E.V.S., Inc.

444 W. GREGER ST. • OAKDALE, CA 95361 • (209) 847-3042 • FAX (209) 847-2110

HI-TECH EMERGENCY VEHICLE SERVICE, INC. FIRE APPARATUS CONTRACT

THIS AGREEMENT is made between **HI-TECH EMERGENCY VEHICLE SERVICE, INC.** a fire apparatus operation, (Company) and **El Cerrito Fire Department, El Cerrito, California**, (Buyer).

1. **ACCEPTANCE:** Company agrees to sell and the Buyer agrees to purchase the fire apparatus and equipment (Apparatus) per Hi-Tech Emergency Vehicle Service proposal letters dated August 16, 2013.

DELIVERY SCHEDULE: The Apparatus shall be delivered and made ready for acceptance, F.O.B. El Cerrito, CA, no later than June 25, 2014. Delays in manufacturing processes resulting from Buyer mandated changes, Buyer decision processes and Buyer approval processes shall extend the delivery date in direct proportion to the number of days associated with completing the processes and changes.

2. **PRICE:** Buyer shall pay as purchase price for the apparatus the sum of Nine Hundred Fifty-one Thousand, Five Hundred Sixty-two & 00/100 Dollars.

Said purchase price is as follows:

1. Spartan ERV 103' Rear Mount Aerial With 750 lb. Tip Load Capacity, ...\$869,006.00
2. Sales Tax @ 9.50%, + 82,556.00
3. Grand Total, FOB Destination,\$951,562.00

Any and all applicable taxes not specifically noted above will be paid by the Buyer directly, or will be added to the purchase price and paid by the Company. If Buyer claims exemption from any tax, Buyer agrees to furnish applicable exemption certificate and to save Company harmless from any such tax, interest or penalty, which may at any time, be assessed against the Company.

3. **TERMS OF PAYMENT:** Terms of payment shall be as follows: Thirty (30) days after delivery and acceptance of completed apparatus. Prior to acceptance, Buyer shall inspect for changes to the apparatus. If damage is found, Company will perform repairs prior to acceptance.
4. **CONTINGENCIES:** Company shall have no liability to Buyer for any loss or damage arising directly or indirectly from any delay in delivery due to strikes, inability to obtain materials, fires, accidents, or any other cause beyond the Company's control.

5. **WARRANTY:** Company warrants to replace and install at their facility in Oakdale, CA, any and all parts where breakage or defects are found to be due to defective material or poor workmanship. The guarantee for parts and service shall be a period of two (2) years from the date of acceptance at no cost to the Buyer, including freight and labor. Transportation to and from the repair facility is the responsibility of the Company. Individual component warranties other than two (2) years shall be warranted per the individual manufacturer's warranty.

Warranty does not apply to minor wear components such as lights, globes, belts, tires et cetera.

6. **CANCELLATION:** This contract is subject to cancellation by Buyer only upon payment to company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit. In no instances shall these charges be less than 10% of the purchase price.
7. **ENTIRE AGREEMENT AND AMENDMENTS:** This agreement, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications of this agreement, including the appendices, must be in writing and signed by an authorized representative of each of the parties hereto.
8. **SEVERABILITY:** If any part herein is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provisions shall be deemed inapplicable and deemed omitted to the extent so as to be contrary, prohibited or invalid, but remainder shall not be invalidated and shall be given effect so far as possible.
9. **LIQUIDATED DAMAGES:** Company understands and agrees that delivery and acceptance of the Spartan ERV 103' Rear Mount Aerial With 750 lb. Tip Load Capacity on, or before June 25, 2014, is of utmost importance the Buyer. Notwithstanding any delay in delivery due to strikes, inability to obtain materials, fires, accidents, or any other cause beyond the Company's control, Company agrees Buyer may recover \$100.00 (One Hundred & 00/100 Dollars) per day for each day of delivery beyond June 25, 2014.

IN WITNESS WHEREOF, Buyer and Company have caused this contract to be executed by their duly authorized representatives this _____ day of _____, 2013.

BUYER'S REGISTERED NAME: _____

BY _____

TITLE _____

NAME _____

BY_____

TITLE_____

NAME_____

This proposal and contract is not a valid and binding obligation until accepted, dated and approved by Company (HI-TECH EMERGENCY VEHICLE SERVICE, INC.) as provided for below:

ACCEPTED AND APPROVED

BY_____ TITLE _____

NAME _____ DATE _____

NOVATO FIRE DISTRICT
INVITATION FOR BID NO. 2012-02
ONE (1) TRACTOR DRAWN AERIAL LADDER TRUCK

THE NOVATO FIRE DISTRICT DESIRES TO PURCHASE ONE (1) VEHICLE PER THE WRITTEN SPECIFICATIONS AS DESCRIBED IN THIS INVITATION FOR BID.

INTERESTED BIDDERS ARE REQUIRED TO RETURN ALL OF THE BID FORMS AS PART OF THEIR SUBMITTED BID.

BID PACKAGES SHALL BE RECEIVED UNTIL FRIDAY, JULY 6, 2012 AT 11:00 AM PACIFIC TIME, AT THE NOVATO FIRE DISTRICT HEADQUARTERS, 95 ROWLAND WAY, NOVATO, CA 94945.

ANY BIDDER WHO WISHES HIS BID TO BE CONSIDERED IS RESPONSIBLE FOR MAKING CERTAIN THAT HIS BID IS RECEIVED AT THE FIRE DISTRICT HEADQUARTERS BY THE PROPER TIME. NO ORAL, TELEGRAPHIC, ELECTRONIC, FACSIMILE, OR TELEPHONIC BIDS WILL BE CONSIDERED UNLESS SPECIFIED. BIDS RECEIVED AFTER THE SCHEDULED SUBMITTAL DEADLINE WILL BE RETURNED UNOPENED.

COPIES OF THIS INVITATION FOR BID ARE AVAILABLE BY CONTACTING THE FIRE DISTRICT AT (415) 878-2690.

TABLE OF CONTENTS

	<u>PAGE</u>
GENERAL PROVISIONS.....	3
GENERAL INSTRUCTIONS TO BIDDER.....	4
TERMS AND CONDITIONS.....	12
SPECIAL REQUIREMENTS.....	16
BID SCHEDULE	18
OFFER.....	19
BID DOCUMENTS TO BE RETURNED.....	20

ATTACHMENTS

- A – LOCAL BUSINESS PREFERENCE CERTIFICATION FORM**
- B – TRACTOR DRAWN AERIAL - SPECIFICATIONS AND REQUIREMENTS**
- C – EXCEPTIONS TO SPECIFICATIONS**
- D- REFERENCES**

GENERAL PROVISIONS

1.0 Purpose

The intent of this Invitation for Bid is to purchase a total of one (1) Tractor Drawn Aerial Ladder Truck based upon the Specifications contained herein. The lowest responsible and responsive bidder will be awarded a contract.

2.0 Competition Intended

It is the District's intent that this Invitation for Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the District in writing, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the IFB to a single source. Such notification must be received by the District or appointed designee not later than fifteen (15) days prior to the date set for bids to close.

3.0 Discrepancies

Should the bidder find discrepancies in the plans and/or specifications, or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the District in writing, not later than ten (10) working days prior to the bid opening. Any changes to the IFB that result from such a clarification request, will be communicated through a written addendum and will be posted on the District's home page at

<http://www.novatofire.org>

Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the District's.

END OF GENERAL PROVISIONS

5.0 INSTRUCTIONS TO BIDDER

5.1 Responsible Parties

Representing the Novato Fire District in all matters regarding the bid package shall be Battalion Chief Jeff Veliquette at 415-878-2690. Please direct all matters or questions regarding the specifications by e-mail. Send all inquiries to:

Jeff Veliquette
Novato Fire Protection District
95 Rowland Way
Novato, CA 94945
jveliquette@novatofire.org

5.2 Submission of Bids

Sealed bids shall be received at the Novato Fire District headquarters, 95 Rowland Way, Novato, CA 94945 **BEFORE** the hour of **11:00 AM (Pacific Time), on Friday, July 6, 2012**. Bids must be submitted on the form(s) provided with this bid package. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All bids submitted must have "**Offer**" (**Page 19**) completed, dated, with firm's name and signed by a duly authorized officer of the firm. Bids not submitted on the form(s) provided may not be considered by the Novato Fire District.

All bids shall be submitted in a sealed envelope, box, or appropriate package and clearly identified on the outside to read the name and address of the bidder, the subject of the bid, the invitation for Bid number, and the bid submittal deadline. Mail or deliver to

*Novato Fire District
95 Rowland Way
Novato, California 94945
Bid No. **2012-02***

Please submit **one (1) original signature hard copy** to be signed in blue ink (original copy marked as such) and **one (1) additional hard copy**.

5.3 Bid Submittal Deadline

Bids will be considered late when the official time clock reads **11:00 AM (Pacific Time), on Friday, July 6, 2012**, and returned to the bidder unopened.

Without law or policy to the contrary, if the bidder took reasonable steps to submit the bid in due time, and failure of the bid to be on hand at the time of closing was not the result of negligence or other fault of the bidder, but was the result of negligence by the District, the District reserves the right to accept such bid.

5.4 Opening of Bid

Bids are opened publicly in the Cavallero Conference Room at the Novato Fire District headquarters, 95 Rowland Way, Novato, CA 94945. Interested parties are invited to attend the bid opening. All bids,

irrespective of irregularities or informalities, will be opened and publicly read aloud at the time announced for the opening of bids.

5.5 Late Bids

LATE bids shall be returned to bidder UNOPENED.

5.6 Informed Bidders

Before submitting bid, bidders must fully inform themselves of the conditions, requirements and Specifications of the work or materials to be furnished. Failure to do so will be at the bidder's own risk.

It is the responsibility of the bidder to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, Specifications, terms and conditions, addenda (if any), herein referred to as Contract documents. Contractor shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract documents. The failure or neglect of the Contractor to examine the documents shall in no way relieve him from any obligations with respect to the solicitation or Contract. The submission of a bid shall constitute an acknowledgment upon which the Novato Fire District may rely that the vendor has thoroughly examined and is familiar with the Contract documents. The failure or neglect of a vendor to receive or examine any of the documents shall in no way relieve him from any obligations with respect to this Invitation for Bid. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

5.7 Questions and Inquiries

Prices, questions and inquiries, both verbal and written, will be accepted from any and all bidders. Battalion Chief Jeff Veliquette is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Novato Fire District staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided; however, that all questions are received at least ten (10) days in advance of the bid opening date. It is the responsibility of all bidders to ensure that they have received all Addendums. **Addendums will be posted on the District's home page at:**

<http://www.novatofire.org>

5.8 Addenda

Any changes, additions, deletions or clarifications to this bid package, including the general provisions, instructions to bidder, terms and conditions, special requirements and Scope of Services shall be made by written addendum to the Invitation for Bid. Such addendum shall be issued by the Novato Fire District and will be made available to all prospective bidders in possession of the bid package. Addenda issued within five (5) calendar days of the bid opening date/time could be cause for extension of the opening date, if so determined by the District, in order to allow prospective bidders sufficient time to prepare their bids.

5.9 Prices, Notations, and Mistakes

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in blue ink by the person who signs the bid. Prices shall be stated in dollars and quotations made separately on each item. Where there is a conflict between words and figures, words will govern.

5.10 Correction or Withdrawal of Bids and Cancellation of Awards Under Competitive Sealed Bidding

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or Contracts based on such bid mistakes, may be permitted at the District's discretion. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the District or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or Contracts based on bid mistakes, shall be supported by a written determination made by the District. No bid may be withdrawn when the result would be to award the Contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. The District, the Using agency, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.

5.11 Terms of the Offer

Acceptance of bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Bidders offering terms other than those shown herein will be declared non-responsive and will not be considered.

5.12 Pricing

Prices quoted shall be firm and fixed through the award of the purchase order and final acceptance of the one (1) Tractor Drawn Aerial Ladder Truck by the Novato Fire District.

The Novato Fire District will be responsible for processing required documents with the California State DMV.

The Novato Fire District is exempt from DMV registration fees.

When applicable, total amount quoted shall be F.O.B. Novato, CA, including all freight and/or delivery charges and 8.5% Novato, CA sales tax.

5.13 Basis for Award

Award of bid, if bid is awarded, shall be made by the Novato Fire District to the lowest responsive and responsible bidder who meets the provisions and specifications of this Invitation for Bid. The Novato Fire District reserves the right to award the bid in the best interests of the District, to award for all items specified, groups of items, or individual items. The Novato Fire District reserves the right to waive any informalities and minor irregularities in the bids.

Award of bid shall be indicated by receipt of the official Novato Fire District purchase order.

The District reserves the right to make one (1) or more awards under this IFB. Contract award(s) will be made to the lowest responsive and responsible bidders(s) starting with the low bid followed by the second low bid, etc.

5.14 Change Orders

The Novato Fire District may at any time, without notice to any sureties, by written change order, make any change in the work specified in the resulting Contract, including but not limited to changes:

1. in the terms and conditions of the Contract
2. in the written Scope of Services.

NO ORDER, STATEMENT OR CONDUCT, WRITTEN OR ORAL, SHALL BE TREATED AS A
CHANGE ORDER UNLESS IN WRITING AND SIGNED BY BOTH PARTIES.

5.15 Governing Laws

This Invitation for Bid and the resulting contract shall be governed by all applicable federal, state, and local laws, codes, ordinances, and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services, and the Environmental Health Department. This contract shall be in accordance with the substantive and procedural laws of the State of California, County of Marin.

5.16 Unit Price

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

5.17 Quotations to be F.O.B. Destination – Freight Prepaid and Allowed

Any goods to be delivered to a Fire District location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

5.18 Subcontractors

All bidders shall include a list of all subcontractors with their bid. The District reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval of the District. Any such replacement shall be at no additional expense to the District nor shall it result in an extension of time without the District's approval.

5.19 Delivery

Delivery of the one (1) Tractor Drawn Aerial Ladder Truck vehicle, including all equipment and accessories, delivery of manuals, and other required documentation, shall be made to the Novato Fire District within thirty (30) calendar days after issuance of the Novato Fire District Purchase Order.

Delivery shall be made F.O.B. Novato Fire District, all freight and/or delivery charges included, to the following location:

Novato Fire District
Fleet Maintenance
450 Atherton Avenue
Novato, CA 94945

Attn: Battalion Chief Jeff Veliquette
Phone: 415-878-2690

5.20 Documentation and Certification

Vendor shall provide Novato Fire District with all original certifications, warranty documents, etc., as specified herein, with the one (1) Tractor Drawn Aerial Ladder Truck :

- A. Mfr. Statement of Origin
- B. Ownership/Title Documents
- C. Original Bill of Sale

****Within two (2) weeks after receipt of the purchase order, the vendor shall submit the "Build Sheet" or similar documentation showing the specifications, list of options, etc. of the one (1) Tractor Drawn Aerial Ladder Truck vehicle as ordered from the factory/manufacturer.

5.21 Rights of District

The District reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best service the interest of the District.

5.22 Prohibition as Subcontractors under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

5.23 Local Business Preference

In accordance with NOVATO FIRE DISTRICT Policy 1-IX-20; whenever the NOVATO FIRE DISTRICT acquires services or supplies by purchase or contract, the District in evaluating the price or bid, shall award a five (5%) percent preference on the price submitted by a local Novato Fire District business. All respondents must certify they meet the definition of local business. **(See Attachment A, Page 25, "Local Business Preference Certification Form")**. The Local Preference Certification form must be completed and returned with your bid response if you are claiming the 5% preference.

5.25 Cooperative Agreement

Agreement may be used by other governmental agencies, school districts, and special districts upon mutual consent of both parties. The bidder shall provide firm fixed pricing for all items or services, as specified herein, and allow agencies to purchase said goods or services at any time during the effective period of the resulting Novato Fire District contract.

5.26 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Contract Term and Conditions.

5.27 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue payments to your firm.

5.28 Independent Bidder

The bidder agrees and certifies that they or any of their agents, servants, or employees are not an agent or employee of the Novato Fire District. The bidder is an independent solely responsible for bidder's acts. The resulting Contract shall not be construed as an agreement for employment with the District.

5.29 Non-Appropriation of Funds

The Novato Fire District warrants that it has funds available to remit payments on the resulting District Contract at the time the Contract is executed. Should appropriated funds during the term of the Contract become unavailable for the purpose of the Contract, the District may cancel the Contract by providing the bidder with written notice. Such notice shall release both the District and bidder from all obligations under the Contract, and bidder shall refund the District the balance of any advance payment made for orders of goods and/or services which are outstanding or which have not been received by the District.

5.30 Final Acceptance

Final acceptance shall be made by the Novato Fire District at the delivery location described herein. Final acceptance shall consist of delivery of all items specified herein and satisfactory inspection by the Novato Fire District.

5.31 Invoicing and Payment

Vendor shall submit an invoice in duplicate for the one (1) Tractor Drawn Aerial Ladder Truck vehicle to the following address:

Novato Fire District
95 Rowland Way
Novato, CA 94945

Ref: PO # _____

Payment by the Novato Fire District to Vendor shall be made in full, with no partial payments allowed, within thirty (30) calendar days after final acceptance of the one (1) Tractor Drawn Aerial Ladder Truck, including receipt of the specified manuals, specified certifications, and receipt of a correct invoice.

Dan Burch

From: Dan Burch [danb@hitechevs.com]

Sent: 2012-07-06 12:31

To: 'Dan Marchione'; 'Ben Ruthman'; 'Bezemer, Larry R.'; 'Mastrobattista, Tony M.'; 'Salmi, Jim A.'

Cc: 'Blairhtsales@aol.com'; '*Mike Shea'; 'tommy11966@aol.com'

Subject: Novato TDA Quiller Bid Results

Things are looking good –

- | | | |
|----|--------------|--------------------------------|
| 1. | Hi-Tech/SERV | \$1,071,697.23 |
| 2. | KME | \$1,079,119.49 (+\$7,422.26) |
| 3. | Pierce | \$1,185,662.89 (+\$113,965.66) |

Board set to award on Wed., 7/11.

Dan Burch

Sales Coordinator

Hi-Tech Emergency Vehicle Service, Inc.

444 West Greger Street

Oakdale, CA 95361

209-847-3042 (Office)

209-847-2110 (Fax)

Authorized Signature



Novato Fire District Board of Directors

Agenda for the Meeting of July 11, 2012

Time: 6:00 p.m.

Location: Fire Station 61, 2nd Floor
7025 Redwood Blvd. Novato

The board meeting agenda and all supporting documents are available for public review at 95 Rowland Way, Novato, CA, 72 hours in advance of a scheduled board meeting. A fee will be charged for additional copies of board meeting documents.

District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District Executive Assistant as soon as possible, but at least two days prior to the meeting.

ROLL CALL

President Jim Galli*

Director Brad Beedle
Director Tomas Kaselionis+

Director Farhad Mansourian
Director Lj Silverman

*President Jim Galli teleconference from 1004 Sir Francis Drake Blvd., Kentfield, CA 94904

+Director Tomas Kaselionis teleconference from Lower 9th Ward Village, 1001 Charbonnet Street, New Orleans, Louisiana 70117

OPEN TIME FOR PUBLIC EXPRESSION

(Please observe a three minute time limit.)

This is an opportunity for any member of the public to briefly address the District Board on any matter that does not appear on this agenda. Items that appear to warrant a more lengthy presentation or Board consideration will be placed on the agenda for discussion at a future meeting.

PRESENTATION

Dan Hom, Finance Director will present the Comprehensive Annual Financial Report (CAFR) Award

Dan Hom, Finance Director will present the (CAFR) Award to the Board of Directors. The Certificate of Achievement for Excellence in Financial Reporting has been awarded to the Novato Fire Protection District by the Government Finance Officers Association of the United States and Canada. The Certificate of Achievement is the highest of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government agency and its management. There are approximately 432 California agencies that receive this award (3,751 nationwide). Thirty-seven of the California agencies are special districts. The Novato Fire District, San Ramon Valley Fire District, and the Orange County Fire Authority are the only three fire districts in California to have achieved this award. The Finance Division will be recognized for achieving their 4th Comprehensive Annual Financial Report (CAFR) Award.

BREAK AND REFRESHMENTS-15 MINUTES

DIRECTOR MATTERS

Directors may report on their activities and meetings.

President to report to the Board on the Foundation.

CHIEF'S REPORT

The Fire Chief will report on the District's business activities and operations.

Chief Revere to report to the Board on MERA.

PRESENTATION

Moving beyond "*Special Needs*:" Bill Tyler, Battalion Chief will report to the Board of Directors on NFDs participation in the June 19, 2012, Marin Disaster Readiness Conference.

APPROVAL OF MINUTES

1. Board Meeting of June 6, 2012
2. Special Board Meeting of June 20, 2012
3. Board Workshop of June 22, 2012

CONSENT CALENDAR ITEMS

These items can be acted on in one consolidated motion or may be removed from the Consent Calendar and separately considered at the request of any person.

1. Operations Division Report, May 2012
2. EMS Division Report, May 2012
3. Training Division Report, May 2012
4. Fire Loss Management Division Report, May 2012
5. Organizational Resources Division Report, May 2012
6. Human Resource Monthly Report, May 2012
7. Advancement of Employment Status -Reserve Firefighters to level 2: Arthur Bowlds, Richard Godoy, Ryan Hamilton, Tristan Keady, David Lopes, Jonathon Lucchessi, Don Noble, and Jason Zanoni
8. Advancement of Employment Status- Gretchen Felciano, Administrative Assistant II

WRITTEN COMMUNICATIONS

Staff will read correspondence received from District citizens and other parties.

NEW BUSINESS

1. 2012 1st Quarter Work Plan Results
Board approval is requested to accept and file the 2012 1st Quarter Work Plan.
2. Invitation for Bid: Station 64 Temporary Fire Station Construction
Board approval is requested to open the invitation for bid period for the Station 64 temporary fire station construction. The bid period will commence on July 16, 2012 and close at 2:00 p.m. on August 7, 2012.
3. Ladder Truck Purchase-Bid Award
Board approval is requested to accept the lowest responsible bid from Hi-Tech EVS to purchase one tractor-drawn ladder truck as per IFB 2012-02 in the amount of \$1,071,697.23 and to direct the Fire Chief to sign purchase contract.

PRESENTATION

Dan Hom, Finance Director will make a presentation to the Board of Directors on the re-financing of 95 Rowland Way, Novato, CA.

4. Re-finance of 95 Rowland Way Loan
Board approval is requested to select a lender and loan option, and to authorize the Fire Chief to execute the loan documents.
5. CSDA Leadership Academy August 8th and 9th
Board approval is requested for Director Tomas Kaselionis to attend the CSDA Leadership Academy August 8th and 9th, Pleasanton, CA.

COMMITTEE REPORTS

Directors may report on committee activities and meetings.

1. Facilities Capital Improvement Committee
(President Galli and Director Beedle)
 - a. Station 64 Update
2. Finance Committee
(Director Mansourian and Director Silverman)

FINANCIAL REPORTS

1. Receipts and Disbursements May 2012

2. Monthly Financial Report, May 2012

INFORMATION

Items of a general nature that the staff wishes to bring to the attention of the Board.

1. Customer Satisfaction Survey Report, May 2012

ADJOURNMENT



Gladiator

Hi-Tech E.V.S.
444 West Greger St.
Oakdale, CA 95361

Prepared By : DAN BURCH
209-847-3042
danb@hitechevs.com

Prepared For : BATT. CHIEF MICHAEL PIGONI
EL CERRITO FD

Wednesday, July 10, 2013 1:04:16 PM EST

Table of Contents

Quotation 3

Specification 14

Quotation

			Description	Qty.
VEHICLE				
S	0100-012	MODEL	Gladiator	1
O	8012-111	CUSTOMERS / OEMS	Spartan ERV (CMF1000)	1
S	8011-014	MODEL YEAR	Model Year - 2014	1
S	8001-001	COUNTRY OF SERVICE	Country of Service United States Of America	1
O	8006-011	APPARATUS TYPE	Apparatus Type Rear Mount Quint	1
S	8008-001	VEHICLE TYPE	Vehicle Type Straight Truck	1
O	0104-003	AXLE CONFIGURATION	Axle Configuration 6x4 (Rear Tandem Axle Drive Only)	1
O	0101-016	GROSS AXLE WEIGHT RATINGS FRONT	GAWR Front 23000#	1
O	0102-011	GROSS AXLE WEIGHT RATINGS REAR	GAWR Rear 54000#	1
O	8010-002	PUMP PROVISION	Pump Provision Driveline Midship	1
CAB				
O	1000-064	CAB STYLE	Cab Style EMFD 5" Raised Roof	1
O	8101-103	OCCUPANT PROTECTION	Occupant Protection Advanced Protection System	1
S	1501-002	CAB FRONT FASCIA	Cab Frt Fascia Classic	1
S	1518-013	FRONT GRILLE	Cab Frt Grille Classic Styled	1
S	1551-002	CAB UNDERCOAT	Cab Undercoat	1
S	1552-002	CAB SIDE DRIP RAIL	Cab Side Drip Rail	1
O	1521-002	CAB PAINT EXTERIOR	Cab Paint Exterior Two Tone	1
S	1533-001	CAB PAINT MANUFACTURER	Cab Paint Manufacturer PPG	1
S	1522-001	CAB PAINT PRIMARY/LOWER COLOR	Cab Paint Primary/Lower Color No Selection/TBD	1
O	1523-002	CAB PAINT SECONDARY/UPPER COLOR	Cab Paint Secondary/Upper Color No Selection/TBD	1
O	1524-002	CAB PAINT EXTERIOR BREAKLINE	Cab Paint Exterior Breakline Classic	1
O	1515-005	CAB PAINT PINSTRIPE	Cab Paint Pinstripe 1/2" Black Temporary	1
S	8013-025	CAB PAINT WARRANTY	Cab Paint Warranty 2014 (10) Year/100,000 Miles	1
O	1334-030	CAB PAINT INTERIOR	Cab Paint Int Spar-Liner Blk	1
O	1005-001	CAB ENTRY DOORS	Cab Entry Doors (4)	1
S	1101-001	CAB ENTRY DOOR TYPE	Cab Entry Door Type Full Length	1
S	8004-015	CAB STRUCTURAL WARRANTY	Cab Structural Warranty 2014 (10) Year/100,000 Miles	1
S	9001-006	CAB TEST INFORMATION	Cab Test Information Crash Test ECE-R29/SAE J2420/SAE J2422	1
ELECTRICAL POWER DISTRIBUTION				
O	5000-002	ELECTRICAL SYSTEM	Elec System 12V DC MUX	1
O	5005-201	MULTIPLEX DISPLAY	MUX Display Weldon Vista (2) L/R Sw Pnl	1
O	5622-003	DATA RECORDING SYSTEM	Data Recording Sys Vehicle Data Weldon MUX	1

S	5031-003	ACCESSORY POWER	Accessory Pwr & Gnd Stud 40A Batt Dir & 15A Ign Sw	1
O	5030-048	AUXILIARY ACCESSORY POWER	Aux Acc Pwr 10 Fuse Pnl Bhd Off Seat w/40A Fuse Batt Dir	1
S	5011-001	EXTERIOR ELECTRICAL TERMINAL COATING	Exterior Electrical Terminal Coating Spray On Plasti Dip	1

ENGINE

O	1701-152	ENGINE	Engine Diesel 550HP Cummins ISX15 - EPA 2013	1
S	1329-002	CAB ENGINE TUNNEL	Cab Engine Tunnel Large	1
S	1731-002	DIESEL PARTICULATE FILTER CONTROLS	DPF Ctrl Regeneration Sw & Inhibit Sw	1
O	1718-004	ENGINE PROGRAMMING HIGH IDLE SPEED	Engine Programming High Idle Speed 1200 RPM	1
O	1719-005	ENGINE HIGH IDLE CONTROL	Engine High Idle Ctrl Manual and Automatic w/V-MUX	1
S	1710-001	ENGINE PROGRAMMING ROAD SPEED GOVERNOR	Engine Programming Road Speed Governor Enabled	1
O	1713-010	AUXILIARY ENGINE BRAKE	Aux Engine Brake Compression Brake w/VG Turbo	1
O	1708-007	AUXILIARY ENGINE BRAKE CONTROL	Aux Engine Brake Ctrl Off/Low/High MUX	1
S	1720-003	ELECTRONIC ENGINE OIL LEVEL INDICATOR	Elec Engine Oil Level Indicator	1
O	1715-008	FLUID FILLS	Fluid Fills Under Cab	1
S	1735-001	ENGINE DRAIN PLUG	Engine Drain Plug	1
S	8002-001	ENGINE WARRANTY	Engine Warranty Cummins (5) Year/100,000 Miles	1
O	1706-011	REMOTE THROTTLE CONTROL	Rmt Throttle Ctrl PSG Fire Research In Control 400	1
O	1707-030	REMOTE THROTTLE HARNESS	Rmt Throttle Harness PSG Fire Rsrch In Control 300/400 Top Mnt	1
S	1721-001	ENGINE PROGRAMMING REMOTE THROTTLE	Engine Program Rmt Throttle Off	1
S	1727-001	ENGINE PROGRAMMING IDLE SPEED	Engine Programming Idle Speed 700 RPM	1

COOLING

O	2704-002	ENGINE FAN DRIVE	Engine Fan Drive Clutch	1
O	2701-012	ENGINE COOLING SYSTEM	Engine Cooling Sys Serial Flow Large	1
S	2711-002	ENGINE COOLING SYSTEM PROTECTION	Engine Cooling System Protection Light Duty Skid Plate	1
S	2708-001	ENGINE COOLANT	Engine Coolant Extended Life	1
O	2707-002	ENGINE COOLANT FILTER	Engine Coolant Filter	1
S	2706-003	ELECTRONIC COOLANT LEVEL INDICATOR	Elec Low Coolant Level Indicator	1
O	2705-002	ENGINE PUMP HEAT EXCHANGER	Engine Pump Heat Exchanger	1
S	2709-004	COOLANT HOSES	Coolant Hoses Silicone Heater & Radiator w/Cab Int Rubber Hoses	1
O	2710-002	ENGINE COOLANT OVERFLOW BOTTLE	Engine Coolant Overflow Bottle	1

AIR INTAKE

S	2801-005	ENGINE AIR INTAKE	Engine Air Intake Filtration and Restriction w/Replaceable Element	1
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S	2802-002	AIR INTAKE PROTECTION	Air Intake Protection Light Duty Skid Plate	1
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EXHAUST

O	2901-024	ENGINE EXHAUST SYSTEM	Eng Exhaust Sys Under Frm RH Outboard w/DPF/SCR Inline	1
O	2907-003	DIESEL EXHAUST FLUID TANK	Diesel Exhaust Fluid Tank LH 6 Gal Fill Thru Rr Step	1
S	2902-010	ENGINE EXHAUST ACCESSORIES	Engine Exh Acc Exh Temp Mitigation	1
S	2906-002	ENGINE EXHAUST WRAP	Engine Exhaust Wrap	1

TRANSMISSION

O	1801-017	TRANSMISSION	Transmission Allison 4000 EVS	1
O	1806-003	TRANSMISSION MODE PROGRAMMING	Transmission Mode Programming 5th Startup/6th Mode	1
O	1811-004	TRANSMISSION FEATURE PROGRAMMING	Transmission Feature Programming Allison Gen V-E I/O Package 198/Pumper	1
S	1807-005	TRANSMISSION SHIFT SELECTOR	Transmission GEN V-E Shift Sel Key Pad/Push Button	1
S	1815-002	ELECTRONIC TRANSMISSION OIL LEVEL INDICATOR	Elec Transmission Oil Level Indicator	1
S	1814-002	TRANSMISSION PRE-SELECT WITH AUXILIARY BRAKE	2nd Gear Pre-Select	1
S	1808-007	TRANSMISSION COOLING SYSTEM	Transmission Cooling System	1
S	1817-001	TRANSMISSION DRAIN PLUG	Transmission Drain Plug	1
S	8005-001	TRANSMISSION WARRANTY	Transmission Warranty Allison (5) Year	1

POWER TAKE OFF

O	2004-003	LH PTO	LH PTO Spartan Sply	1
O	2001-011	LH PTO MODEL	LH PTO Model Chelsea 277-XGFJP-B5RA	1
O	2010-004	RH PTO	RH PTO Cust Installed	1
O	2008-021	RH PTO MODEL	RH PTO Model Chelsea 277-XGFJP-B5XD	1
O	2005-006	PTO LOCATION	PTO Location 8:00/1:00	1
O	2007-002	PTO PROGRAMMING	PTO Programming Engage 0900/Oper 4000	1
O	2009-047	PTO CONTROL	PTO Ctrl RH Prog Prewire/LH Prk Brk Vista Actv	1
O	1330-102	PTO CLEARANCE	PTO Clearance Cab Floor Pocket Floor Mat Long	1

DRIVELINE

O	3001-007	DRIVELINE	Driveline Spicer 1810/1710 HD	1
O	3004-003	DRIVELINE GUARDS	Driveline Guards (2)	1
O	3005-002	MIDSHIP PUMP / GEARBOX	Midship Pump Jackshaft Only	1
O	3008-054	MIDSHIP PUMP / GEARBOX MODEL	Midship Pump/Gearbox Model Hale QMAX	1
O	3048-003	MIDSHIP PUMP GEARBOX DROP	Midship Pump Gearbox Drop Hale "S"	1
O	3009-020	MIDSHIP PUMP RATIO	Midship Pump Ratio 2.28:1 (23)	1
O	3010-1600	MIDSHIP PUMP LOCATION C/L SUCTION TO C/L REAR AXLE	Midship Pump Location C/L Suction to C/L Rear Axle 160.0"	1
O	5013-023	PUMP SHIFT CONTROLS	Pump Shift Ctrl Elec Over Air Drv Ctrl Pod Pmp Act Down w/Sep Instructions	1
O	3049-003	PUMP SHIFT CONTROL PLUMBING	Pump Shift Control Plumbing Pre-Plumb Elec/Air	1

FUEL SYSTEMS

O	3109-042	FUEL FILTER/WATER SEPARATOR	Fuel Filter/Wtr Separator Racor S3238 w/Lt & Alarm	1
O	3111-002	FUEL LINES	Fuel Lines Wire Braid	1
O	3104-003	FUEL SHUTOFF VALVE	Fuel Shutoff Valve at Tank and at Primary Filter	1
S	3103-008	ELECTRIC FUEL PRIMER	Electric Fuel Primer Engine Sply Electric Lift Pump	1
O	3112-003	FUEL COOLER	Fuel Cooler Behind Rear Axle	1
O	3101-046	FUEL TANK	Fuel Tank 68 Gallon Spar-Liner	1
O	3102-020	FUEL TANK FILL PORT	Fuel Tank Fill Port LH Fwd/LH Mid/RH Mid w/Vent Holes	1
O	3114-002	FUEL TANK SERVICEABILITY PROVISIONS	Fuel Tank Serviceability Prov 8' Fuel Line Extension	1

FRONT AXLE

O	2401-022	FRONT AXLE	Frt Axle Meritor MFS 23000# Beam	1
S	8059-010	FRONT AXLE WARRANTY	Front Axle Warranty Meritor 2014	1
S	2405-001	FRONT WHEEL BEARING LUBRICATION	Frt Wheel Bearing Lube Oil	1

FRONT SUSPENSION

S	2502-002	FRONT SHOCK ABSORBERS	Frt Shock Absorbers Bilstein	1
O	2501-014	FRONT SUSPENSION	Frt Suspension 10 Leaf 23000#	1

STEERING

S	2601-006	STEERING COLUMN/WHEEL	Steering Column/Wheel Tilt/Telescopic 18" 4 Spoke	1
S	2603-001	POWER STEERING PUMP	Power Steering Pump TRW	1
S	2609-002	ELECTRONIC POWER STEERING FLUID LEVEL INDICATOR	Elec Power Steering Fluid Level Indicator	1
O	2606-009	FRONT AXLE CRAMP ANGLE	Front Axle Cramp Angle 48L/44R Degrees	1
O	2610-005	POWER STEERING GEAR	Power Steering Gear TRW TAS 85 w/Assist	1
S	2608-001	CHASSIS ALIGNMENT	Chassis Alignment	1

REAR AXLE

O	3401-012	REAR AXLE	Rear Axle 54000# Meritor RT-52-185	1
S	8061-007	REAR AXLE WARRANTY	Rear Axle Warranty Meritor 2014	1
O	3403-002	REAR AXLE DIFFERENTIAL LUBRICATION	Rear Axle Differential Lubrication Synthetic	1
O	3411-002	REAR WHEEL BEARING LUBRICATION	Rear Wheel Bearing Lubrication Synthetic	1
O	3407-003	REAR AXLE DIFFERENTIAL CONTROL	Rear Axle Differential Ctrl Interaxle Lock	1
O	3408-003	VEHICLE TOP SPEED	Vehicle Top Speed 60 MPH	1

REAR SUSPENSION

O	3501-016	REAR SUSPENSION	Rear Susp Raydan AL-600 Air 54000-63000#	1
O	3503-003	REAR SHOCK ABSORBERS	Rear Shock Absorbers Suspension Sply	1

TIRES

O	3601-026	FRONT TIRE	Frt Tire 425/65R 22.5 Michelin XFE	2
O	3602-010	REAR TIRE	Rear Tire 12R 22.5 Michelin XZE	8
O	3413-614	REAR AXLE RATIO	Rear Axle Ratio 6.14	1
S	3614-011	TIRE PRESSURE INDICATOR	Tire Pressure Ind Frt Dial & Rr Pop Up Voucher	1

WHEELS

O	3701-033	FRONT WHEEL	Frt Wheel Alcoa LvL One 22.5 x 12.25 Alum	2
O	3703-027	REAR WHEEL	Rr Whl Alcoa LvL One 22.5 x 8.25 Alum	8
O	3719-002	BALANCE WHEELS AND TIRES	Balance Wheels & Tires	1
O	3702-002	WHEEL TRIM	Wheel Trim Hub & Nut Covers SS Shiploose	1

BRAKES

O	3205-015	BRAKE SYSTEM	Brake System ABS/ATC/ESC Tandem Axle MUX Btn	1
O	3206-003	FRONT BRAKES	Frt Brakes Meritor EX225 Disc 17"	1
O	3207-005	REAR BRAKES	Rr Brakes S-Cam Drum 16.5" x 7" Cast Iron Shoe	1
O	3208-002	PARK BRAKE	Prk Brake Rr w/Supplemental Frt	1
S	3204-002	PARK BRAKE CONTROL	Prk Brake Ctrl Ctr Tunnel Mnt	1
O	3214-005	REAR BRAKE SLACK ADJUSTERS	Rr Brake Slack Adjusters Gunite	1
S	3202-005	AIR DRYER	Air Dryer Wabco System Saver 1200 Bhd LH Batt Box	1
O	3215-004	FRONT BRAKE CHAMBERS	Frt Brake Chambers MGM Type 24 Long Stroke	1
O	3210-015	REAR BRAKE CHAMBERS	Rr Brake Chambers TSE 30/36 Long Stroke	1

AIR SUPPLY SYSTEMS

S	3320-001	AIR COMPRESSOR	Air Compressor Wabco SS318 18.7 CFM	1
S	3339-004	AIR GOVERNOR	Air Governor Mnt on Air Dryer Bracket	1
O	3303-010	MOISTURE EJECTORS	Moisture Ejectors Auto Htd w/Cable	1
S	3307-001	AIR SUPPLY LINES	Air Sply Lines Nylon	1
O	3313-002	AUXILIARY AIR CONNECTION	Aux Air Conn Under Dash	1
O	3334-002	AIR TANK SPACERS	Air Tank Spacers Inboard 1.5"	1
S	3338-002	REAR AIR TANK MOUNTING	Rear Air Tank Mnt Any Bhd Rear Axle Perpendicular w/Frame	1

FRAME

O	2103-2440	WHEELBASE	Wheelbase 244.0"	1
O	2106-1100	REAR OVERHANG	Rear Overhang 110.0"	1
O	2101-004	FRAME	Frame Triple Channel 35.00" Width	1
S	8007-011	FRAME WARRANTY	Frame Warranty Lifetime 2014	1
O	2117-002	FRAME CLEAR AREA	Frame Clear Area Inside Rail 30" Rwd Back of Cab	1
O	2110-104	FRAME PAINT	Frame Paint Gloss Black	1
O	2105-002	REAR MUD FLAP	Rear Mud Flap & Fender Temp Mnt	1

BUMPER

S	2201-001	FRONT BUMPER	Frt Bumper Stainless Steel Flat	1
O	2202-005	FRONT BUMPER EXTENSION LENGTH	Frt Bumper Extension Length 21"	1
O	2226-004	FRONT BUMPER EXTENSION FRAME WIDTH	Frt Bumper Extension Frame Width 48.25"	1
O	2208-006	FRONT BUMPER APRON	Frt Bumper Apron 21"	1
O	2211-004	FRONT BUMPER COMPARTMENT CENTER	Frt Bumper Cmpt Ctr Hose Tray w/Cover	1
O	2210-030	FRONT BUMPER COMPARTMENT COVER HARDWARE	Frt Bumper Cmpt Cover Hardware Gas Cylinder/T-Latch	1
O	5503-002	MECHANICAL SIREN	Mechanical Siren Federal Signal Q2B	1
O	2218-002	MECHANICAL SIREN LOCATION	Mech Siren Location Frt Bmpr Apron LH OB	1
O	5501-020	AIR HORN	Air Horn (2) 21" Round Hadley E-Tone	1
O	2216-011	AIR HORN LOCATION	Air Horn Location (2) Frt Bmpr Face R/L OB	1
O	2232-002	AIR HORN RESERVOIR	Air Horn Reservoir (1) 1200 Cu In	1
O	5504-030	ELECTRONIC SIREN SPEAKER	Elect Siren Speaker (2) 100W Cast Products SA4301	1
O	2217-027	ELECTRONIC SIREN SPEAKER LOCATION	Elec Siren Speaker Location (2) Frt Bmpr Face Ctr R/L IB	1
O	2204-006	FRONT BUMPER TOW EYES	Frt Bumper Tow Eyes 2" Chrome Through	1

CAB TILT

S	2301-001	CAB TILT SYSTEM	Cab Tilt System	1
O	2303-003	CAB TILT LIMIT SWITCH	Cab Tilt Limit Sw Preset Limit	1
O	2305-003	CAB TILT CONTROL RECEPTACLE	Cab Tilt Ctrl Receptacle For Customer Install In Body	1

CAB GLASS

S	1401-009	CAB WINDSHIELD	Cab Windshield	1
O	1402-002	GLASS FRONT DOOR	Glass Frt Dr Pwr	1
S	1407-001	GLASS TINT FRONT DOOR	Glass Tint Frt Dr Automotive Green	1
O	1419-008	GLASS REAR DOOR RIGHT HAND	Glass Rr Dr RH Pwr	1
O	1430-001	GLASS TINT REAR DOOR RIGHT HAND	Glass Tint Rr Door RH Automotive Green	1
O	1412-008	GLASS REAR DOOR LEFT HAND	Glass Rr Dr LH Pwr	1
O	1431-001	GLASS TINT REAR DOOR LEFT HAND	Glass Tint Rr Door LH Automotive Green	1
O	1410-003	GLASS SIDE MID RIGHT HAND	Glass Side Mid RH Fxd 16"W x 26"H	1
O	1432-001	GLASS TINT SIDE MID RIGHT HAND	Glass Tint Side Mid RH Automotive Green	1
O	1409-003	GLASS SIDE MID LEFT HAND	Glass Side Mid LH Fxd 16"W x 26"H	1
O	1433-001	GLASS TINT SIDE MID LEFT HAND	Glass Tint Side Mid LH Automotive Green	1

CLIMATE CONTROL

O	1614-102	CLIMATE CONTROL	Climate Ctrl Htr Defroster A/C Ovrhd Painted Alum	1
O	1632-003	CLIMATE CONTROL DRAIN	Climate Control Drain Venturi Pump	1
O	1617-104	CLIMATE CONTROL ACTIVATION	Climate Ctrl Actv Rotary Dash Mnt Ctr Lwr LH	1
O	1620-012	HVAC OVERHEAD COVER PAINT	HVAC Overhead Cover Paint Spar-Liner Black	1

O	1610-002	HEATER HOSE INSULATION	Heater Hose Insulation	1
O	1603-007	A/C CONDENSER LOCATION	A/C Condenser Location Roof Mnt Mid RH	1
O	1601-001	A/C COMPRESSOR	A/C Compressor Large Capacity	1
S	1322-002	CAB INSULATION	Cab Insulation	1
S	1530-001	UNDER CAB INSULATION	Under Cab Insulation Engine Tunnel	1

CAB INTERIOR

S	1327-001	INTERIOR TRIM FLOOR	Interior Trim Floor	1
S	1302-001	INTERIOR TRIM	Interior Trim Vinyl	1
S	1368-002	REAR WALL INTERIOR TRIM	Rear Wall Interior Trim Vinyl	1
O	1306-006	HEADER TRIM	Header Trim XDuty	1
O	1305-013	TRIM CENTER DASH	Trim Center Dash XDuty Deluxe	1
O	1339-102	TRIM LEFT HAND DASH	Trim LH Dash XDuty	1
O	1321-004	TRIM RIGHT HAND DASH	Trim RH Dash XDuty Glove Cmpt/MDT Prov	1
S	1307-002	ENGINE TUNNEL TRIM	Eng Tnl Trim Flr Mat	1
O	5040-003	POWER POINT DASH MOUNT	Pwr Pnt Dash Mnt Mstr Sw (2) Sw Pnl	1
O	1303-003	STEP TRIM	Step Trim Indented Lwr TPlt Mid	1
O	1336-002	STEP TRIM KICKPLATE	Step Trim Kickplate Treadplate	1
O	1379-004	UNDER CAB ACCESS DOOR	Under Cab Access Door Rear Step LH Tread Plate	1
S	1102-013	INTERIOR DOOR TRIM	Interior Door Trim Painted	1
S	1323-001	DOOR TRIM CUSTOMER NAMEPLATE	Door Trim Customer Nameplate	1
S	1105-001	CAB DOOR TRIM REFLECTIVE	Cab Dr Trim Reflective 1" Vert/6" Chevron w/Logo	1
S	1308-001	INTERIOR GRAB HANDLE "A" PILLAR	Interior Grab Handle 'A' Pillar 11" Molded	1
S	1332-008	INTERIOR GRAB HANDLE FRONT DOOR	Interior Grab Handle Frt Door Horiz 9"	1
O	1345-006	INTERIOR GRAB HANDLE REAR DOOR	Int Grab Handle Rr Dr Alum Window Span 30" Black Spar-Liner	1
O	1301-001	INTERIOR TRIM VINYL COLOR	Interior Trim Vinyl Color Black	1
O	1337-002	INTERIOR TRIM SUNVISOR	Interior Trim Sunvisor Tinted	1
O	1304-002	INTERIOR FLOOR MAT COLOR	Interior Floor Mat Color Black	1
O	1335-012	CAB PAINT INTERIOR DOOR TRIM	Cab Paint Int Dr Trim Spar-Liner Black	1
O	1371-012	HEADER TRIM INTERIOR PAINT	Header Trim Interior Paint Spar-Liner Black	1
O	1370-013	TRIM CENTER DASH INTERIOR PAINT	Trim Center Dash Interior Paint Spar-Liner Black	1
O	1378-013	TRIM LEFT HAND DASH INTERIOR PAINT	Trim LH Dash Interior Paint Spar-Liner Black	1
O	1373-013	TRIM RIGHT HAND DASH INTERIOR PAINT	Trim RH Dash Interior Paint Spar-Liner Black	1
S	1344-002	DASH PANEL GROUP	Dash Pnl Group 3-Pnl	1
O	1312-002	SWITCHES CENTER PANEL	Switches Ctr Pnl 6 Upr LH	1
O	1313-006	SWITCHES LEFT PANEL	Switches Left Pnl 4 (3+1) w/Wiper	1
S	1314-001	SWITCHES RIGHT PANEL	Switches Right Pnl 0	1

CAB SEATS

O	1225-007	SEAT BELT WARNING	Seat Belt Warn Vista Display w/VDR	1
O	1237-001	SEAT MATERIAL	Seat Material Ballistic	1
O	1243-003	SEAT COLOR	Seat Color Black/Red Seat Belts	1
O	1249-072	SEAT BACK LOGO	Seat Back Logo Spartan ERV	6
O	1201-007	SEAT DRIVER	Seat Driver Bostrom Firefighter 8-Way Elect ABTS	1
S	1213-025	SEAT BACK DRIVER	Seat Back Driver Non-SCBA ABTS	1
S	1219-001	SEAT MOUNTING DRIVER	Seat Mounting Driver	1
S	8102-103	OCCUPANT PROTECTION DRIVER	Occupant Protection Driver Advanced Protection System	1
O	1284-002	ARMREST DRIVER	Armrest Driver Inboard	1
O	1202-005	SEAT OFFICER	Seat Officer Bostrom Firefighter 2-Way Manual ABTS	1
O	1214-030	SEAT BACK OFFICER	Seat Back Officer SCBA Bostrom SecureAll w/Quick-Adjust	1
S	1220-002	SEAT MOUNTING OFFICER	Seat Mounting Officer	1
S	8103-103	OCCUPANT PROTECTION OFFICER	Occupant Protection Officer Advanced Protection System	1
O	1297-002	POWER SEAT WIRING	Power Seats Wiring Battery Direct	1
O	1263-001	SEAT REAR FACING OUTER LOCATION	Seat RFO Location (2) R/L	1
O	1203-007	SEAT CREW REAR FACING OUTER	Seat Crew RFO Bostrom Firefighter Flip-Up	2
O	1215-027	SEAT BACK REAR FACING OUTER	Seat Back RFO SCBA Bostrom SecureAll w/Quick-Adjust	2
O	1221-009	SEAT MOUNTING REAR FACING OUTER	Seat Mounting RFO Rwd 2"	1
O	8104-103	OCCUPANT PROTECTION RFO	Occupant Protection RFO Advanced Protection System	1
O	1273-001	SEAT BELT ORIENTATION CREW	Seat Belt Orientation Crew Outboard Shoulder To Inboard Hip	1
O	1266-001	SEAT FORWARD FACING CENTER LOCATION	Seat FFC Location (2) Ctr	1
O	1206-012	SEAT CREW FORWARD FACING CENTER	Seat Crew FFC Bostrom Firefighter Flip-Up	2
O	1218-031	SEAT BACK FORWARD FACING CENTER	Seat Back FFC SCBA Bostrom SecureAll w/Quick-Adjust	2
O	1224-002	SEAT MOUNTING FORWARD FACING CENTER	Seat Mounting Forward Facing Center	1
O	8107-102	OCCUPANT PROTECTION FFC	Occupant Protection FFC Advanced Protection System	1
O	1269-101	SEAT FRAME FORWARD FACING	Seat Frm Fwd Fcg Dual	1
O	1281-101	SEAT FRAME FORWARD FACING STORAGE ACCESS	Seat Frm Fwd Fcg Strg Acc Dr (2) R/L Sd	1
S	1311-101	CAB FRONT UNDERSEAT STORAGE ACCESS DOOR	Cab Frt Undrst Strg Acc Dr	1
O	1355-015	SEAT COMPARTMENT DOOR FINISH	Seat Compartment Door Finish Spar-Liner Black	1

CAB EXTERIOR

S	1511-003	WINDSHIELD WIPER SYSTEM	Windshield Wiper System Single Motor	1
S	1534-002	ELECTRONIC WINDSHIELD FLUID LEVEL INDICATOR	Electronic Windshield Fluid Level Indicator	1
S	1103-002	CAB DOOR HARDWARE	Cab Door Hardware Black	1
S	1111-001	DOOR LOCKS	Door Locks Manual	1
O	1503-003	GRAB HANDLES	Grab Handles SS 18" w/Scuff Plate	1
O	1527-002	AUXILIARY GRAB HANDLE	Aux Grab Handle 7" SS Cab Face Ctr	1

O	1504-040	REARVIEW MIRRORS	Mirror Bus Style Ramco CRM-310-1750-PCHR	1
O	1529-003	REARVIEW MIRROR HEAT SWITCH	Rearview Mirror Heat Sw MUX	1
O	1525-002	EXTERIOR TRIM REAR CORNER	Exterior Trim Rear Corner Scuff Plate	1
O	1513-001	CAB FENDER	Cab Fender SS	1
O	1514-002	MUD FLAPS FRONT	Mud Flaps Frt	1
O	1526-015	CAB EXTERIOR FRONT & SIDE EMBLEMS	Cab Ext Frt & Side Emblems Spartan ERV Frt w/Side Integrated Model Nameplate	1
S	1502-030	CAB EXTERIOR MODEL NAMEPLATE	Cab Exterior Model Nameplate Gladiator Advanced Protection System w/Emblem	1

START / CHARGING SYSTEMS

S	5109-001	IGNITION	Ign Mstr Sw w/Keyless Start	1
O	5101-002	BATTERY	Batt (6) Group 31 Harris	1
O	5106-003	BATTERY TRAY	Batt Tray (2) R/L Steel	1
O	5107-007	BATTERY BOX COVER	Batt Box Cover (2) Steel w/Black Handles	1
S	5102-001	BATTERY CABLE	Batt Cables	1
S	5108-002	BATTERY JUMPER STUD	Batt Jumper Stud Frt LH Lwr Step	1
O	5104-002	ALTERNATOR	Alternator Leece-Neville 320A	1

LINE VOLTAGE ELECTRICAL POWER DISTRIBUTION

O	5202-024	BATTERY CONDITIONER	Batt Cond Kussmaul 1200 P/P LH RFO Seat Position	1
O	5203-002	BATTERY CONDITIONER DISPLAY	Batt Cond Display LH Mid Glass	1
O	3314-005	AUXILIARY AIR COMPRESSOR	Aux Air Cmp Kussmaul 12V Bhd Drv Seat	1
O	5204-055	ELECTRICAL INLET	Elec Inlet 120V 20A Auto Eject	1
O	5209-002	ELECTRICAL INLET LOCATION	Elec Inlet Location LH Cab Side Mid	1
O	5210-004	ELECTRICAL INLET CONNECTION	Elec Inlet Conn to Batt Conditioner	1
O	5206-002	ELECTRICAL INLET COLOR	Elec Inlet Color Yellow	1

LIGHTING

S	5301-100	HEADLIGHTS	Headlights 4 Headlamps Halogen	1
O	5303-005	FRONT TURN SIGNALS	Frt Turn Signals Whelen 600 LED Above Frt Warn	1
S	5337-001	HEADLIGHT LOCATION	Headlights Below Frt Warn Lts	1
O	5336-003	SIDE TURN/MARKER LIGHTS	Side Turn/Marker Lts LED	1
S	5302-003	MARKER & ICC LIGHTS	Marker & ICC Lts Face Mnt LED	1
O	5350-060	HEADLIGHT AND MARKER LIGHT ACTIVATION	Hdlt & Mrkr Lt Actv MUX/DRL	1
O	5308-010	GROUND LIGHTS	Ground Lts LED Resp Side Dr & Vista	1
O	5309-003	STEP LIGHTS	Step Lts LED	1
O	5312-003	ENGINE COMPARTMENT LIGHT	Engine Cmpt Work Lt LED (1)	1
O	5306-002	SIDE SCENE LIGHTS	Side Scene Lts Whelen 810 Series 12V QH Clear 32 Deg	1
O	5318-003	SIDE SCENE LIGHT LOCATION	Side Scene Lt Loc Upper Mid Fwd Flat Roof Position	1
O	5316-008	SIDE SCENE ACTIVATION	Side Scene Actv Indv Vista Buttons & Resp Side Door	1
O	5305-156	INTERIOR OVERHEAD LIGHTS	Interior Overhead Lts Weldon w/MUX Actv	1
O	5307-005	CAB SPOTLIGHTS	Cab Spotlights Unity 325A R/L w/PAR-46 Lamp	1

OPTICAL WARNING DEVICES

S	5406-001	DO NOT MOVE APPARATUS LIGHT	Do Not Move App Lt Flashing Red w/Alarm	1
O	5422-002	MASTER WARNING SWITCH	Mstr Warn Sw MUX	1
O	5409-002	HEADLIGHT FLASHER	Headlight Flasher Alternating	1
O	5425-003	HEADLIGHT FLASHER SWITCH	Headlight Flasher Sw MUX	1
O	5401-002	INBOARD FRONT WARNING LIGHTS	Inboard Frt Warn Lts Whelen 600 Series Super LED Chrm Bezel	1
O	5413-003	INBOARD FRONT WARNING LIGHTS COLOR	Inboard Frt Warn Lts Color Red w/Clr Lens	1
O	5414-002	OUTBOARD FRONT WARNING LIGHTS	Outboard Frt Warn Lts Whelen 600 Super LED Chrm Bezel	1
O	5415-003	OUTBOARD FRONT WARNING LIGHTS COLOR	Outboard Frt Warn Lts Color Red w/Clr Lens	1
O	5423-003	FRONT WARNING SWITCH	Frt Warn Sw Vista	1
O	5404-002	INTERSECTION WARNING LIGHTS	Intersection Warn Lts Whelen 600 Series Super LED	1
O	5419-003	INTERSECTION WARNING LIGHTS COLOR	Int Warn Lts Color Red w/Clr Lens	1
O	5420-002	INTERSECTION WARNING LIGHTS LOCATION	Intersection Warn Lts Location Bumper Tail	1
O	5402-002	SIDE WARNING LIGHTS	Side Warn Lts Whelen 600 Super LED	1
O	5418-003	SIDE WARNING LIGHTS COLOR	Side Warn Lts Color Red w/Clr Lens	1
O	5412-002	SIDE WARNING LIGHTS LOCATION	Side Warn Lts Location Lwr Mid	1
O	5424-003	SIDE AND INTERSECTION WARNING SWITCH	Side & Intersection Warn Sw MUX	1

AUDIBLE WARNING DEVICES

O	5510-004	SIREN CONTROL HEAD	Siren Ctrl Head Whelen 295HFS2	1
O	5514-005	HORN BUTTON SELECTOR SWITCH	Horn Btn Sel Sw Elec Horn/Air Horn MUX	1
O	5512-003	AIR HORN ACTIVATION	Air Horn Actv Strg Whl/RH Ft Sw	1
O	5513-006	MECHANICAL SIREN ACTIVATION	Mech Siren Actv R/L Ft Sw/(2) Brk Sw	1
S	5505-002	BACK-UP ALARM	Back-Up Alarm Ecco 575	1

INSTRUMENTATION

S	5601-019	INSTRUMENTATION	Instrumentation Standard	1
S	5624-001	BACKLIGHTING COLOR	Backlighting Color Red	1

COMMUNICATIONS SYSTEMS

O	5701-019	RADIO	Radio Jensen WB/AM/FM/CD/iPod/Sat Ovrhd LH	1
O	5707-002	AM/FM ANTENNA	AM/FM Antenna LH Fwd Cab Roof	1
O	5706-027	CAMERA	Cam Rr & RH Teardrop on (2) Vistas	1
S	5020-001	PANEL LAYOUT	Panel Layout	1

ADDITIONAL EQUIPMENT

S	8814-002	CAB EXTERIOR PROTECTION	Cab Exterior Protection Front	1
S	8806-001	FIRE EXTINGUISHER	Fire Extinguisher Ship Loose	1

S	8810-001	DOOR KEYS	Door Keys for Manual Locks (4)	1
S	8811-003	DIAGNOSTIC SOFTWARE OCCUPANT PROTECTION	Diagnostic Software Occupant Protection Advanced Protection System	1

SALES ADMIN

S	8003-067	WARRANTY	Warranty Cab and Chassis 2014 (2) Year	1
S	8030-006	CHASSIS OPERATION MANUAL	Chassis Operation Manual Digital Copy (2)	1
S	8031-024	ENGINE & TRANSMISSION OPERATION MANUAL	Eng & Trans Operation Man Eng Hard Copy/Trans Digital/Eng Owner Digital	1
S	8805-007	CAB/CHASSIS AS BUILT WIRING DIAGRAMS	Cab/Chassis As Built Wiring Diagrams Digital Copy (2)	1

Specification

Bidder Complies
Y__ N__

0100-012
MODEL

Y__ N__

The chassis shall be a Gladiator model. The cab and chassis shall include design considerations for multiple emergency vehicle applications, rapid transit and maneuverability. The chassis shall be manufactured for heavy duty service with the strength and capacity to support a fully laden apparatus, one hundred (100) percent of the time.

8011-014
MODEL YEAR

Y__ N__

The chassis shall have a vehicle identification number that reflects a 2014 model year.

8001-001
COUNTRY OF SERVICE

Y__ N__

The chassis shall be put in service in the country of United States of America (USA).

The chassis will meet applicable U.S.A. federal motor vehicle safety standards per CFR Title 49 Chapter V Part 571 as clarified in the incomplete vehicle book per CFR Title 49 Chapter V Part 568 Section 4 which accompanies each chassis. Spartan Chassis is not responsible for compliance to state, regional, or local regulations. Dealers should identify those regulations and order any necessary optional equipment from Spartan Chassis or their OEM needed to be in compliance with those regulations.

8006-011
APPARATUS TYPE

Y__ N__

The apparatus shall be a Quint vehicle designed for emergency service use. The apparatus shall include a permanently mounted fire pump which has a minimum rated capacity of 750 gallons per minute (3000 L/min), a water tank, a hose storage area, a compliment of ground ladders, and an aerial ladder or elevating platform with a permanently mounted waterway that shall be rear mounted thus providing the following vehicle benefits:

- Improved mobility vs. mid-ship mounted units, due to shorter overall travel length and wheelbase.
- Increased compartment space, hose load, and water capacity in the body, resulting from ladder being raised to clear the cab.
- Shorter vehicle wheelbase.

Shorter overall length of vehicle.

8008-001

Y__ N__

VEHICLE TYPE

The chassis shall be manufactured for use as a straight truck type vehicle and designed for the installation of a permanently mounted apparatus behind the cab. The apparatus of the vehicle shall be supplied and installed by the apparatus manufacturer.

0104-003

Y__ N__

AXLE CONFIGURATION

The chassis shall feature a 6 x 4 axle configuration consisting of a tandem rear drive axle set with a single front steer axle.

0101-016

Y__ N__

GROSS AXLE WEIGHT RATINGS FRONT

The front gross axle weight rating (GAWR) of the chassis shall be 23,000 pounds.

This front gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.

0102-011

Y__ N__

GROSS AXLE WEIGHT RATINGS REAR

The rear gross axle weight rating (GAWR) of the chassis shall be 54,000 pounds.

This rear gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.

8010-002

Y__ N__

PUMP PROVISION

The chassis shall include provisions to mount a drive line pump in the middle of the chassis, behind the cab, more commonly known as the midship location.

1000-064

Y__ N__

CAB STYLE

The cab shall be a custom, fully enclosed, EMFD model with a 5.00 inch raised roof over the driver, officer, and crew area, designed and built specifically for use as an emergency response vehicle by a company specializing in cab and chassis design for all emergency response applications. The cab shall be designed for heavy-duty service utilizing superior strength and capacity for the application of protecting the occupants of the vehicle. This style of cab shall offer up to eight (8) seating positions.

The cab shall incorporate a fully enclosed design with side wall roof supports, allowing for a spacious cab area with no partition between the front and rear sections of the cab. To provide a superior finish by reducing welds that fatigue cab metal; the roof, the rear wall and side wall panels shall be assembled using a combination of welds and proven industrial adhesives designed specifically for aluminum fabrication for construction.

The cab shall be constructed using multiple aluminum extrusions in conjunction with aluminum plate, which shall provide proven strength and the truest, flattest body surfaces ensuring less expensive paint repairs if needed. All aluminum welding shall be completed to the American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum.

All interior and exterior seams shall be sealed for optimum noise reduction and to provide the most favorable efficiency for heating and cooling retention.

The cab shall be constructed of 5052-H32 corrosion resistant aluminum plate. The cab shall incorporate tongue and groove fitted 6061-T6 0.13 & 0.19 inch thick aluminum extrusions for extreme duty situations. A single formed, one (1) piece extrusion shall be used for the "A" pillar, adding strength and rigidity to the cab as well as additional roll-over protection. The cab side walls and lower roof skin shall be 0.13 inch thick; the rear wall and raised roof skins shall be 0.09 inch thick; the front cab structure shall be 0.19 inch thick.

The exterior width of the cab shall be 99.40 inches wide with a minimum interior width of 91.00 inches. The overall cab length shall be 137.10 inches with 60.00 inches from the centerline of the front of the axle to the back of the cab.

The cab interior shall be designed to afford the maximum usable interior space and attention to ergonomics with hip and legroom while seated which exceeds industry standards. The crew cab floor shall be flat across the entire walking area for ease of movement inside the cab.

The cab shall offer an interior height of 57.50 inches from the front floor to the headliner and a rear floor to headliner height of 60.00 inches in the raised roof area, at a minimum. The cab shall offer an interior measurement at the floor level from the rear of the engine tunnel to the rear wall of the cab of 55.88 inches. All interior measurements shall include the area within the interior trimmed surfaces and not to any unfinished surface.

The cab shall include a driver and officer area with two (2) cab doors large enough for personnel in full firefighting gear. The front doors shall offer a clear opening of 40.25 inches wide X 53.50 inches high, from the cab floor to the top of the door opening. The cab shall also include a crew area with up to two (2) cab doors, also large enough for personnel in full firefighting gear. The rear doors shall offer a clear opening of 32.25 inches wide X 51.00 inches high, from the cab floor to the top of the door opening.

The cab shall incorporate a progressive two (2) step configuration from the ground to the cab floor at each door opening. The progressive steps are vertically staggered and extend the full width of each step well allowing personnel in full firefighting gear to enter and exit the cab easily and safely.

The first step for the driver and officer area shall measure approximately 11.25 inches deep X 31.13 inches wide. The intermediate step shall measure approximately 8.38 inches deep X 32.13 inches wide.

The height from the first step to the intermediate step and the intermediate step to the cab floor shall not exceed 11.00 inches.

The first step for the crew area shall measure approximately 10.38 inches deep X 20.44 inches wide. The intermediate step shall measure approximately 10.20 inches deep X 21.00 inches wide. The height from the first step to the intermediate step and the intermediate step to the cab floor shall not exceed 12.80 inches.

8101-103

Y__ N__

OCCUPANT PROTECTION

The vehicle shall include the Advanced Protection System™ (APS) which shall secure belted occupants and increase the survivable space within the cab. The APS shall selectively deploy integrated systems to protect against injuries in qualifying frontal impact, side impact, and rollover events. The increase in survivable space and security of the APS shall also provide ejection mitigation protection.

The system components shall include:

- Driver steering wheel airbag
- Driver dual knee air bags (patent pending) with energy management mounting (patent pending) and officer knee airbag.
- Large driver, officer, and crew area side curtain airbags
- APS advanced seat belt system - retractor pre-tensioners tighten the seat belts around the occupants, securing the occupants in seats and load limiters play out some of the seat belt webbing to reduce seat belt to chest and torso force upon impact as well as mitigate head and neck injuries
- Heavy truck Restraints Control Module (RCM) - receives inputs from the outboard sensors, selectively deploys APS systems, and records sensory inputs immediately before and during a detected qualifying event
- Integrated outboard crash sensors mounted at the perimeter of the vehicle - detects a qualifying front or side impact event and monitors and communicates vehicle status and real time diagnostics of all critical subsystems to the RCM
- Fault-indicating Supplemental Restraint System (SRS) light on the driver's instrument panel

Frontal impact protection shall be provided by the outboard sensors and the RCM. In a qualifying front impact event the outboard sensors provide inputs to the RCM. The RCM activates the steering wheel airbag, driver side dual knee airbags (patent pending), officer side knee airbag, and advanced seat belts for each occupant in the cab.

The APS frontal impact system shall be independently tested to ensure occupant injury criteria does not exceed injury criteria defined in Federal Motor Vehicle Safety Standard (FMVSS) 208. Frontal impact

into a rigid barrier at 25 mph shall be conducted by an independent third party test facility using belted 95th percentile Hybrid II test dummies.

Rollover, side impact, and ejection mitigation shall be provided by the outboard sensors and the RCM. In qualifying rollover or side impact events the outboard sensors provide inputs to the RCM. The RCM activates the side curtain airbags and advanced seat belts for each occupant in the cab. The RCM measures roll angle, lateral acceleration, and roll rate to determine if a rollover event or side impact event is imminent or occurring.

In the event of a qualifying offset or other non-frontal impact, the RCM shall determine and intelligently deploy the front impact protection system, the side impact protection system, or both front and side impact protection systems based on the inputs received from the outboard crash sensors.

The APS side impact system shall be independently tested to ensure occupant injury criteria does not exceed injury criteria defined in Federal Motor Vehicle Safety Standard (FMVSS) 214. Side impact from a moving barrier at 17 mph shall be conducted by an independent third party test facility using belted 50th percentile ES-2re test dummies.

1501-002

Y__ N__

CAB FRONT FASCIA

The front cab fascia shall be constructed of 5052-H32 Marine Grade, 0.13 of an inch thick aluminum plate which shall be an integral part of the cab.

The cab fascia will encompass the entire front of the aluminum cab structure from the bottom of the windshield to the bottom of the cab and shall be the "Classic" design.

The front cab fascia shall include two (2) molded plastic modules on each side accommodating a total of up to four (4) Hi/Low beam headlights and two (2) turn signal lights or up to four (4) warning lights. A chrome plated molded plastic bezel shall be provided on each side around each set of four lamps.

1518-013

Y__ N__

FRONT GRILLE

The front cab fascia shall include a classic box style, 304 stainless steel front grille. The grille shall measure 55.45 wide X 33.50 inches high X 1.50 inches deep. The grille shall include a minimum free air intake of 750.00 square inches.

1551-002

Y__ N__

CAB UNDERCOAT

There shall be a rubberized undercoating applied to the underside of the cab that provides abrasion protection, sound deadening and corrosion protection.

1552-002

Y__ N__

CAB SIDE DRIP RAIL

There shall be a drip rail along the top radius of each cab side. The drip rails shall help prevent water from the cab roof running down the cab side.

1521-002

Y__ N__

CAB PAINT EXTERIOR

The cab shall be painted prior to the installation of glass accessories and all other cab trim to ensure complete paint coverage and the maximum in corrosion protection of all metal surfaces.

All metal surfaces on the entire cab shall be ground by disc to remove any surface oxidation or surface debris which may hinder the paint adhesion. Once the surface is machine ground a high quality acid etching of base primer shall be applied. Upon the application of body fillers and their preparation, the cab shall be primed with a coating designed for corrosion resistance and surface paint adhesion. The maximum thickness of the primer coat shall be 2.00 mils.

The entire cab shall then be coated with an intermediate solid or epoxy surfacing agent that is designed to fill any minor surface defects, provide an adhesive bond between the primer and the paint and improve the color and gloss retention of the color. The finish to this procedure shall be a sanding of the cab with 360 grit paper followed by sealing the seams with SEM brand seam sealer.

The cab shall then be painted the specific color designated by the customer with an acrylic urethane type system designed to retain color and resist acid rain and most atmospheric chemicals found on the fire ground or emergency scene. The paint shall have a minimum thickness of 2.00 mils, followed by a clear top coat not to exceed 2.00 mils. The entire cab shall then be baked at 180 degrees for one (1) hour to speed the curing process of the coatings.

1533-001

Y__ N__

CAB PAINT MANUFACTURER

The cab shall be painted with PPG Industries paint.

1522-001

Y__ N__

CAB PAINT PRIMARY/LOWER COLOR

The primary/lower paint color shall be:

1523-002

Y__ N__

CAB PAINT SECONDARY/UPPER COLOR

The secondary/upper paint color shall be:

1524-002

Y__ N__

CAB PAINT EXTERIOR BREAKLINE

The upper and lower paint shall meet at a breakline on the cab which shall be located approximately 1.00 inch below the door windows on each side of the cab. The breakline shall curve down at the front cab corners to approximately 5.00 inches below the windshields on the front of the cab.

1515-005

Y__ N__

CAB PAINT PINSTRIPE

Where the upper and lower paint colors meet a temporary 0.50 inch wide black pinstripe shall be applied over this break line to offer a more finished look prior to the final pinstripe being installed by the OEM.

8013-025

Y__ N__

CAB PAINT WARRANTY

The cab and chassis shall be covered by a limited manufacturer paint warranty which shall be in effect for ten (10) years from the first owner's date of purchase or in service or the first 100,000 actual miles, whichever occurs first.

1334-030

Y__ N__

CAB PAINT INTERIOR

The visible interior cab structure surfaces shall be painted with black Spar-Liner spray on bed liner product which shall mold to each surface of the cab interior. The Spar-Liner shall be environmentally friendly and chemically resistant.

1005-001

Y__ N__

CAB ENTRY DOORS

The cab shall include four (4) entry doors, two (2) front doors and two (2) crew doors designed for ease of entering and egress when outfitted with an SCBA. The doors shall be constructed of extruded aluminum with a nominal thickness of 0.13 inch. The exterior skins shall be constructed of 0.13 inch aluminum plate.

The doors shall include a double rolled style automotive rubber seal around the perimeter of each door frame and door edge which ensures a weather tight fit.

All door hinges shall be hidden within flush mounted cab doors for a pleasing smooth appearance and perfect fit along each side of the cab. Each door hinge shall be piano style with a 0.38 inch pin and shall be constructed of stainless steel.

1101-001

Y__ N__

CAB ENTRY DOOR TYPE

All cab entry doors shall be full length in design to fully enclose the lower cab steps.

8004-015

Y__ N__

CAB STRUCTURAL WARRANTY

The cab structure shall be warranted for a period of ten (10) years or one hundred thousand (100,000) miles which ever may occur first. Warranty conditions may apply and shall be listed in the detailed warranty document that shall be provided upon request.

9001-006

Y__ N__

CAB TEST INFORMATION

The cab shall have successfully completed the preload side impact, static roof load application and frontal impact without encroachment to the occupant survival space when tested in accordance with Section 4 of SAE J2420 COE Frontal Strength Evaluation Dynamic Loading Heavy Trucks, Section 5 of SAE J2422 Cab Roof Strength Evaluation Quasi –Static Loading Heavy Trucks and ECE R29 Uniform Provisions Concerning the Approval of Vehicles with regard to the Protection of the Occupants of the Cab of a Commercial Vehicles Annex 3 Paragraph 5.

The above tests have been witnessed by and attested to by an independent third party. The test results were recorded using cameras, high speed imagers, accelerometers and strain gauges. Documentation of the testing shall be provided upon request.

5000-002

Y__ N__

ELECTRICAL SYSTEM

The chassis shall include a single starting electrical system which shall include a 12 volt direct current Weldon brand of multiplexing system, suppressed per SAE J551. The wiring shall be appropriate gauge cross link with 311 degree Fahrenheit insulation. All SAE wires in the chassis shall be color coded and shall include the circuit number and function where possible. The wiring shall be protected by 275 degree Fahrenheit minimum high temperature flame retardant loom. All nodes and sealed Deutsch connectors shall be waterproof.

5005-201

Y__ N__

MULTIPLEX DISPLAY

The multiplex electrical system shall include (2) Weldon Vista IV displays which shall be located one (1) on the right side of the dash in the switch panel and one (1) on the left side of the dash in the switch panel. The Vista IV displays shall feature full color LCD display screens which include a message bar displaying the time of day and important messages requiring acknowledgement by the user which shall all be displayed on the top of the screen in the order they are received. There shall be eight (8) push button virtual controls, four (4) on each side of the display for the on-board diagnostics. The display screens shall be video ready for back-up cameras, thermal cameras, and DVD.

The Vista IV displays shall offer varying fonts and background colors. The displays shall be fully programmable to the needs of the customer and shall offer virtually infinite flexibility for screen configuration options.

5622-003

Y__ N__

DATA RECORDING SYSTEM

The chassis shall have a Weldon Vehicle Data Recorder (VDR) system installed. The system shall be designed to meet NFPA 1901 and shall be integrated with the Weldon Multiplex electrical system. The following information shall be recorded:

- Vehicle Speed
- Acceleration
- Deceleration
- Engine Speed
- Engine Throttle Position
- ABS Event
- Seat Occupied Status
- Seat Belt Status
- Master Optical Warning Device Switch Position
- Time
- Date

Each portion of the data shall be recorded at the specified intervals and stored for the specified length of time to meet NFPA 1901 guidelines and shall be retrievable by connecting a laptop computer to the VDR system.

5031-003

Y__ N__

ACCESSORY POWER

The electrical distribution panel shall include two (2) power studs. The studs shall be size #10 and each of the power studs shall be circuit protected with a fuse of the specified amperage. One (1) power stud shall be capable of carrying up to a 40 amp battery direct load. One (1) power stud shall be capable of carrying up to a 15 amp ignition switched load. The two (2) power studs shall share one (1) #10 ground stud.

5030-048

Y__ N__

AUXILIARY ACCESSORY POWER

An auxiliary ten (10) position blade type fuse panel shall be installed behind the officer's seat. The fuse panel shall be protected by a 40 amp fuse located at the batteries. The panel shall be capable of carrying up to a maximum 40 amp battery direct load.

5011-001

Y__ N__

EXTERIOR ELECTRICAL TERMINAL COATING

All terminals exposed to the elements will be sprayed with a high visibility protective rubberized coating to prevent corrosion.

1701-152

Y__ N__

ENGINE

The chassis engine shall be a Cummins ISX15 engine. The ISX15 engine shall be an in-line six (6) cylinder, four cycle diesel powered engine. The engine shall offer a rating of 550 horse power at 1800 RPM and shall be governed at 2100 RPM. The torque rating shall feature 1850 foot pounds of torque at 1200 RPM with 912 cubic inches (14.9 liter) of displacement.

The ISX15 engine shall feature a VGT™ Turbocharger, a high pressure common rail fuel system, fully integrated electronic controls with an electronic governor, and shall be EPA certified to meet the 2013 emissions standards using cooled exhaust gas recirculation and selective catalytic reduction technology.

The engine shall include an engine mounted combination full flow/by-pass oil filter with replaceable spin on cartridge for use with the engine lubrication system. The engine shall include Citgo brand Citgard 500, or equivalent SAE 15W40 CJ4 low ash engine oil which shall be utilized for proper engine lubrication.

A wiring harness shall be supplied ending at the back of the cab. The harness shall include a connector which shall allow an optional harness for the pump panel. The included circuits shall be provided for a tachometer, oil pressure, engine temperature, hand throttle, high idle and a PSG system. A circuit for J1939 data link shall also be provided at the back of the cab.

1329-002

Y__ N__

CAB ENGINE TUNNEL

The cab interior shall include an integrated engine tunnel constructed of 5052-H32 Marine Grade 0.19 of an inch thick aluminum alloy plate. The tunnel shall be a maximum of 46.50 inches wide X 29.00 inches high.

1731-002

Y__ N__

DIESEL PARTICULATE FILTER CONTROLS

There shall be two (2) controls for the diesel particulate filter. One (1) control shall be for regeneration and one (1) control shall be for regeneration inhibit.

1718-004

Y__ N__

ENGINE PROGRAMMING HIGH IDLE SPEED

The engine high idle control shall maintain the engine idle at approximately 1200 RPM when engaged.

1719-005

Y__ N__

ENGINE HIGH IDLE CONTROL

The vehicle shall be equipped with an automatic high-idle speed control. It shall be pre-set so when activated, it will operate the engine at the appropriate RPM to increase alternator output. This device shall operate only when the master switch is activated and the transmission is in neutral with the parking brake set. The device shall disengage when the operator depresses the brake pedal, or the transmission is placed in gear, and shall be available to manually or automatically re-engage when the brake is released, or when the transmission is placed in neutral. There shall be an indicator on the Vista display and control screen for the high idle speed control.

1710-001

Y__ N__

ENGINE PROGRAMMING ROAD SPEED GOVERNOR

The engine shall include programming which will govern the top speed of the vehicle.

1713-010

Y__ N__

AUXILIARY ENGINE BRAKE

A compression brake, for the six (6) cylinder engine shall be provided. A cutout relay shall be installed to disable the compression brake when in pump mode or when an ABS event occurs. The engine compression brake shall activate upon 0% accelerator when in operation mode and actuate the vehicle's brake lights.

The engine shall utilize a variable geometry turbo (VGT) as an integrated auxiliary engine brake to offer a variable rate of exhaust flow, which when activated in conjunction with the compression brake shall enhance the engine's compression braking capabilities.

1708-007

Y__ N__

AUXILIARY ENGINE BRAKE CONTROL

An engine compression brake control device shall be included. The electronic control device shall monitor various conditions and shall activate the engine brake only if all of the following conditions are simultaneously detected:

- A valid gear ratio is detected.
- The driver has requested or enabled engine compression brake operation.
- The throttle is at a minimum engine speed position.
- The electronic controller is not presently attempting to execute an electronically controlled final drive gear shift.

The compression brake shall be controlled via an off/low/high virtual button through the Vista display and control screen. The multiplex system shall remember and default to the last engine brake control setting when the vehicle is shut off and re-started.

1720-003

Y__ N__

ELECTRONIC ENGINE OIL LEVEL INDICATOR

The engine oil shall be monitored electronically and shall send a signal to activate a warning in the instrument panel when levels fall below normal. The warning shall activate in a low oil situation upon turning on the master battery and ignition switches without the engine running.

1715-008

Y__ N__

FLUID FILLS

The engine oil, coolant, transmission, and power steering fluid fills shall be located under the cab. The windshield washer fill shall be accessible through the front left side mid step.

1735-001

Y__ N__

ENGINE DRAIN PLUG

The engine shall include an original equipment manufacturer installed oil drain plug.

8002-001

Y__ N__

ENGINE WARRANTY

The Cummins engine shall be warranted for a period of five (5) years or 100,000 miles, whichever occurs first.

1706-011

Y__ N__

REMOTE THROTTLE CONTROL

A Fire Research In Control 400 pressure sensor governor shall be provided for the electronic engine. It shall include a remote mountable control head.

The In Control shall regulate the pump pressure and monitor all essential engine parameters.

LED readouts shall display RPM, PSI, pump discharge and intake pressure, engine oil pressure, engine temperature, transmission temperature and battery voltage. An audible alarm out put shall also be part of the system.

The rpm increase and decrease will be controlled by control knob on the face of the In Control 400.

1707-030

Y__ N__

REMOTE THROTTLE HARNESS

An apparatus interface wiring harness for the engine shall be supplied with the chassis. The harness shall include a connector for connection to the chassis harness which shall terminate in the left frame rail behind the cab for reconnection by the apparatus builder. The harness shall contain connectors for a Fire Research In Control 300/400 pressure governor and a multiplexed gauge. Separate circuits shall be included for pump controls, "Pump Engaged" and "OK to Pump" indicator lights, open compartment ground, start signal, park brake ground, ignition signal, master power, customer ignition, air horn solenoid switch, high idle switch and high idle indication light. The harness shall be designed for a top mount pump panel.

An apparatus interface wiring harness shall also be included which shall be wired to the cab harness interface connectors and shall incorporate circuits with relays to control pump functions. This harness shall control the inputs for the transmission lock up circuits, governor/hand throttle controls and dash display which shall incorporate "Pump Engaged" and "OK to Pump" indicator lights. The harness shall contain circuits for the apparatus builder to wire in a pump switch.

1721-001

Y__ N__

ENGINE PROGRAMMING REMOTE THROTTLE

The engine ECM (Electronic Control Module) discreet wire remote throttle circuit shall be turned off for use with a J1939 based pump controller or when the discreet wire remote throttle controls are not required.

1727-001

Y__ N__

ENGINE PROGRAMMING IDLE SPEED

The engine low idle speed will be programmed at 700 rpm.

2704-002

Y__ N__

ENGINE FAN DRIVE

The engine cooling system fan shall incorporate a thermostatically controlled, Horton clutched type fan drive.

When the clutched fan is disengaged it shall facilitate improved vehicle performance, cab heating in cold climates, and fuel economy. The fan clutch design shall be fail safe so that if the clutch drive fails the fan shall engage to prevent engine overheating due to the fan clutch failure.

2701-012

Y__ N__

ENGINE COOLING SYSTEM

There shall be a heavy-duty aluminum cooling system designed to meet the demands of the emergency response industry. The cooling system shall have the capacity to keep the engine properly cooled under all conditions of road and pumping operations. The cooling system shall be designed and tested to meet or exceed the requirements specified by the engine and transmission manufacturer and all EPA requirements. The complete cooling system shall be mounted to isolate the entire system from vibration or stress. The individual cores of the cooling system shall be mounted in a manner to allow expansion and contraction at various rates without inducing stress into the adjoining cores.

The cooling system shall be comprised of a charge air cooler to radiator serial flow package that provides the maximum cooling capacity for the specified engine as well as serviceability. The main components shall include a surge tank, a charge air cooler bolted to the front of the radiator, recirculation shields, a shroud, a fan, and required tubing.

The radiator shall be a down-flow design constructed with aluminum cores, plastic end tanks, and a steel frame. The radiator shall be equipped with a drain cock to drain the coolant for serviceability.

The cooling system shall include a one piece injected molded polymer eleven (11) blade fan with a fiberglass fan shroud.

The cooling system shall be equipped with a surge tank that is capable of removing entrained air from the system. The surge tank shall be equipped with a low coolant probe and sight glass to monitor the level of the coolant. The surge tank shall have a dual seal cap that meets the engine manufacturer's pressure requirements, and allows for expansion and recovery of coolant into a separate integral expansion chamber.

All radiator tubes shall be formed from aluminized steel tubing. Recirculation shields shall be installed where required to prevent heated air from reentering the cooling package and affecting performance.

The charge air cooler shall be a cross-flow design constructed completely of aluminum with cast tanks. All charge air cooler tubes shall be formed from aluminized steel tubing and installed with silicone hump hoses and stainless steel "constant torque" style clamps meeting the engine manufacturer's requirements.

2711-002

Y__ N__

ENGINE COOLING SYSTEM PROTECTION

The engine cooling system shall include a recirculation shield designed to act as a light duty skid plate below the radiator to provide additional protection for the engine cooling system from light impacts, stones, and road debris.

2708-001

Y__ N__

ENGINE COOLANT

The cooling package shall include Extended Life Coolant (ELC). The use of ELC provides longer intervals between coolant changes over standard coolants providing improved performance. The coolant shall contain a 50/50 mix of ethylene glycol and de-ionized water to keep the coolant from freezing to a temperature of -34 degrees Fahrenheit.

Proposals offering supplemental coolant additives (SCA) shall not be considered, as this is part of the extended life coolant makeup.

2707-002

Y__ N__

ENGINE COOLANT FILTER

An engine coolant filter with a shut-off valve for the inlet and outlet shall be installed on the chassis. The location of the filter shall allow for easy maintenance.

Proposals offering engines equipped with coolant filters shall be supplied with standard non-chemical type particulate filters.

2706-003

Y__ N__

ELECTRONIC COOLANT LEVEL INDICATOR

The instrument panel shall feature a low engine coolant indicator light which shall be located in the center of the instrument panel. An audible tone alarm shall also be provided to warn of a low coolant incident.

2705-002

Y__ N__

ENGINE PUMP HEAT EXCHANGER

A single bundle type coolant to water heat exchanger shall be installed between the engine and the radiator. The heat exchanger shall be designed to prohibit water from the pump from coming in contact

with the engine coolant. This shall allow the use of water from the discharge side of the pump to assist in cooling the engine.

2709-004

Y__ N__

COOLANT HOSES

The cooling system hoses shall be silicone heater hose with rubber hoses in the cab interior. The radiator hoses shall be formed silicone coolant hoses with formed aluminized steel tubing. All heater hose, silicone coolant hose, and tubing shall be secured with stainless steel constant torque band clamps.

2710-002

Y__ N__

ENGINE COOLANT OVERFLOW BOTTLE

A remote engine coolant overflow bottle shall be provided in the case of over filling the coolant system. The overflow bottle shall capture the expansion fluid or overfill rather than allow the fluid to drain on the ground. The overflow bottle provided on the cooling system shall only be a catch bottle and shall not return excess coolant back into the surge tank.

2801-005

Y__ N__

ENGINE AIR INTAKE FILTER AND RESTRICTION W/REPLACEABLE ELEMENT

The engine air intake system shall include an ember separator air intake filter which shall be located in the front of the cab behind the right hand side fascia. This filter shall protect the downstream air filter from embers using a combination of unique flat and crimped metal screens constructed into a corrosion resistant steel frame. This multilayered screen shall be designed to trap embers or allow them to burn out before passing through the pack, while creating only minimal air flow restriction through the system. Periodic cleaning or replacement of the screen shall be all that is required after installation.

The engine shall also include an air intake filter which shall be bolted to the frame and located under the front of the cab on the right hand side. The system shall utilize a replaceable dry type filter which ensures dust and debris remains safely contained inside the housing during operation via leak-tight seals. The service cover shall be located on the bottom of the housing, eliminating the chance of contaminating the air intake system during air filter service.

The air flow distribution and dust loading shall be uniform throughout the high-performance filter element, which shall result in pressure differential for improved horsepower and fuel economy. The air intake ember separator shall be mounted within easy access via a hinged panel behind the right hand side headlight module. The air intake system shall include a restriction indicator light in the warning light cluster on the instrument panel, which shall activate when the air cleaner element requires replacement.

2802-002

Y__ N__

AIR INTAKE PROTECTION

A light duty skid plate shall be supplied for the engine air intake system below the right front side of the cab. The skid plate shall provide protection for the air intake system from light impacts, stones, and road debris.

2901-024

Y__ N__

ENGINE EXHAUST SYSTEM

The exhaust system shall include a diesel particulate filter (DPF), a diesel oxidation catalyst, and a selective catalytic reduction (SCR) catalyst to meet current EPA standards. The selective catalytic reduction catalyst utilizes a diesel exhaust fluid solution consisting of urea and purified water to convert NOx into nitrogen, water, and trace amounts of carbon dioxide. The solution shall be injected into the system through the decomposition tube between the DPF and SCR.

The system shall utilize 0.07 inch thick stainless steel exhaust tubing between the engine turbo and the DPF. Zero leak clamps seal all system joints between the turbo and DPF.

The DPF, the decomposition tube, and the SCR canister through the end of the tailpipe shall be connected with zero leak clamps. The discharge shall terminate horizontally on the right side of the vehicle ahead of the rear tires.

The exhaust system shall be mounted below the frame in the outboard position with the SCR canister in line rearward of the DPF.

2907-003

Y__ N__

DIESEL EXHAUST FLUID TANK

The exhaust system shall include a molded cross linked polyethylene tank for Diesel Exhaust Fluid (DEF). The tank shall have a capacity of six (6) usable gallons and shall be mounted on the left hand side of the chassis frame behind the batteries below the frame.

The DEF tank shall be designed with capacity for expansion in case of fluid freezing. Engine coolant, which shall be thermostatically controlled, shall be run through lines in the tank to help prevent the DEF from freezing and to provide a means of thawing the fluid if it should become frozen.

The tank fill tube shall be routed under the rear of the cab with the fill neck and splash guard accessible in the top rear step.

2902-010

Y__ N__

ENGINE EXHAUST ACCESSORIES

An exhaust temperature mitigation device shall be shipped loose for installation by the body manufacturer on the vehicle. The temperature mitigation device shall lower the temperature of the exhaust by combining ambient air with the exhaust gasses at the exhaust outlet.

2906-002

Y__ N__

ENGINE EXHAUST WRAP

The exhaust tubing between the engine turbo and the diesel particulate filter (DPF) shall be wrapped with a thermal cover in order to retain the necessary heat for DPF regeneration. The exhaust wrap shall also help protect surrounding components from radiant heat which can be transferred from the exhaust.

1801-017

Y__ N__

TRANSMISSION

The drive train shall include an Allison model EVS 4000 torque converting, automatic transmission which shall include electronic controls. The transmission shall feature two (2) 10-bolt PTO pads located on the converter housing.

The transmission shall include two (2) internal oil filters which shall offer Castrol TranSynd™ synthetic TES 295 transmission fluid which shall be utilized in the lubrication of the EVS transmission. An electronic oil level sensor shall be included with the readout located in the shift selector.

The transmission gear ratios shall be:

1st	3.51:1
2nd	1.91:1
3rd	1.43:1
4th	1.00:1
5th	0.74:1
6th	0.64:1 (if applicable)
Rev	4.80:1

1806-003

Y__ N__

TRANSMISSION MODE PROGRAMMING

The transmission, upon start-up, will select five (5) speeds of operation. The sixth speed over drive shall be available with the activation of the mode button on the shifting pad.

1811-004

Y__ N__

TRANSMISSION FEATURE PROGRAMMING

The Allison Gen V-E transmission EVS group package number 127 shall contain the 198 vocational package in consideration of the duty of this apparatus as a pumper. This package shall incorporate an automatic neutral with selector override. This feature commands the transmission to neutral when the park brake is applied, regardless of drive range requested on the shift selector. This requires re-selecting drive range to shift out of neutral for the override.

This package shall be coupled with the use of a split shaft PTO and incorporate pumping circuits. These circuits shall be used allowing the vehicle to operate in the fourth range lockup while operating the pump mode due to the 1 to 1 ratio through the transmission, therefore the output speed of the engine is the input speed to the pump. The pump output can be easily calculated by using this input speed and the drive ratio of the pump itself to rate the gallons of water the pump can provide.

A transmission interface connector shall be provided in the cab. This package shall contain the following input/output circuits to the transmission control module. The Gen V-E transmission shall include

prognostic diagnostic capabilities. These capabilities shall include the monitoring of the fluid life, filter change indication, and transmission clutch maintenance.

<u>Function ID</u>	<u>Description</u>	<u>Wire assignment</u>
Inputs		
C	PTO Request	142
J	Fire Truck Pump Mode (4th Lockup)	122 / 123
Outputs		
C	Range Indicator	145 (4th)
G	PTO Enable Output	130
	Signal Return	103

1807-005

Y__ N__

TRANSMISSION SHIFT SELECTOR

An Allison pressure sensitive range selector touch pad shall be provided and located to the right of the driver within clear view and easy reach. The shift selector shall have a graphical Vacuum Florescent Display (VFD) capable of displaying two lines of text. The shift selector shall provide mode indication and a prognostic indicator (wrench symbol) on the digital display. The prognostics monitor various operating parameters and shall alert you when a specific maintenance function is required.

1815-002

Y__ N__

ELECTRONIC TRANSMISSION OIL LEVEL INDICATOR

The transmission fluid shall be monitored electronically and shall send a signal to activate a warning in the instrument panel when levels fall below normal.

1814-002

Y__ N__

TRANSMISSION PRE-SELECT WITH AUXILIARY BRAKE

When the auxiliary brake is engaged, the transmission shall automatically shift to second gear to decrease the rate of speed assisting the secondary braking system and slowing the vehicle.

1808-007

Y__ N__

TRANSMISSION COOLING SYSTEM

The transmission shall include a water to oil cooler system located in the cooling loop between the radiator and the engine. The transmission cooling system shall meet all transmission manufacturer requirements. The transmission cooling system shall feature continuous flow of engine bypass water to maintain uninterrupted transmission cooling.

1817-001

Y__ N__

TRANSMISSION DRAIN PLUG

The transmission shall include an original equipment manufacturer installed oil drain plug.

8005-001

Y__ N__

TRANSMISSION WARRANTY

The Allison EVS series transmission shall be warranted for a period of five (5) years with unlimited mileage. Parts and labor shall be included in the warranty.

2004-003

Y__ N__

LH PTO

A Spartan supplied ten (10) bolt standard duty clutched drive PTO shall be installed on the transmission. Installation shall include mounting of the PTO and wiring the unit with a control switch.

2001-011

Y__ N__

LH PTO MODEL

A ten (10) bolt Chelsea model 277-XGFJP-B5RA heavy duty transmission driven PTO shall be installed. The clutched shifted PTO is designed specifically for the Allison world transmission and provides torque ranges from 250 to 335 lb. ft.

2010-004

Y__ N__

RH PTO

A PTO shall be installed on the transmission by the OEM.

2008-021

Y__ N__

RH PTO MODEL

A ten (10) bolt Chelsea model 277-XGFJP-B5XD heavy duty transmission driven PTO shall be installed. The clutched shifted PTO is designed specifically for the Allison world transmission and provides torque ranges from 250 to 335 lb. ft.

2005-006

Y__ N__

PTO LOCATION

The dual transmission driven power take offs (PTO) shall be mounted, one (1) in the 8:00 o'clock position and one (1) in the 1:00 o'clock position.

2007-002

Y__ N__

PTO PROGRAMMING

The power take off shall be programmed for operator control such that it shall only engage at or below 900 RPM and operate in a range up to 4000 RPM. The PTO programming shall provide for automatic disengagement set at a specified engine speed of 4000 RPM which shall protect equipment driven from the power take off.

2009-047

Y__ N__

PTO CONTROL

The right hand power take off shall be prewired to be controlled by the transmission. It will use a virtual button on the Vista display and control screen with text messages. Disable is displayed when switch is off. Enable is displayed when the switch is turned on. Active is displayed when the switch is on with positive engagement of the power take off.

Required operating conditions for enabling this function are:

- Throttle position is low
- Engine speed is within customer modifiable constant limits
- Output speed is within customer modifiable constant limits
- Park brake set

The left hand power take off shall be controlled by the park brake. It will use a virtual button on the Vista display and control screen with text messages. Disable is displayed when switch is off. Enable is displayed when the switch is turned on. Active is displayed when the switch is on with positive engagement of the power take off.

1330-102

Y__ N__

PTO CLEARANCE

The cab floor shall include an addition into the cab interior to provide additional clearance for the power take off on the transmission in the one o'clock position. The pocket shall be constructed of 0.19 thick bright embossed aluminum tread plate covered by floor mat and shall measure approximately 3.00 inches tall X 21.00 inches wide X 51.00 inches long.

3001-007

Y__ N__

DRIVELINE

All drivelines shall be heavy duty metal tube and equipped with Spicer 1810 series universal joints for the main drivelines, and 1710 series for the inter-axle shaft. The shafts shall be dynamically balanced prior to installation to alleviate future vibration. In areas of the driveline where a slip shaft is required, the splined slip joint shall be coated with Glide Coat[®].

3004-003

Y__ N__

DRIVELINE GUARDS

Two (2) driveline guard loops shall be provided and installed to support the driveline shafts for routine maintenance and in the event of a driveline component failure.

3005-002

Y__ N__

MIDSHIP PUMP / GEARBOX

A temporary jackshaft driveline shall be installed by the chassis manufacturer to accommodate the mid-ship split shaft pump as specified by the apparatus manufacturer.

3008-054

Y__ N__

MIDSHIP PUMP / GEARBOX MODEL

The midship pump/gearbox provisions shall be for a Hale QMAX pump.

3048-003

Y__ N__

MIDSHIP PUMP GEARBOX DROP

The Hale pump gearbox shall have an "S" (short) drop length.

3009-020

Y__ N__

MIDSHIP PUMP RATIO

The ratio for the midship pump shall be 2.28:1 (23).

3010-1600

Y__ N__

MIDSHIP PUMP LOCATION C/L SUCTION TO C/L REAR AXLE

The midship pump shall be located so the dimension from the centerline of the suction to the centerline of the rear axle is 160.00 inches.

5013-023

Y__ N__

PUMP SHIFT CONTROLS

One (1) pump shift control panel shall be mounted in a pod to the right of the transmission shifter below the mirror controls. The following shall be provided on the panel: a three (3) position locking toggle switch; an engraved PUMP ENGAGED identification light; and an engraved OK TO PUMP identification light. The pump shift control panel shall be black with a yellow border outline. One (1) label indicating pump instructions and the transmission shift selector position used for pumping shall be provided and located so it can be read from the driver's position per NFPA **16.10.1.3**. The road mode shall be selected when the switch is in the up position and pump mode shall be selected when the switch is in the down position.

The center switch position shall exhaust air from both pump and road sides of the pump gear box shift cylinder.

3049-003

Y__ N__

PUMP SHIFT CONTROL PLUMBING

Air connections shall be provided from the air supply tank to the pump shift control valve and from the pump shift control valve to the frame mounted bracket. The frame mounted bracket shall include labeling identifying the pump and road connection points with threaded 0.25 inch NPT fittings on the solenoid for attaching the customer installed pump. The air supply shall be pressure protected from service brake system.

3109-042

Y__ N__

FUEL FILTER/WATER SEPARATOR

The fuel system shall have a Racor S3238 fuel filter/water separator as a primary filter. The fuel filter shall have a drain valve and a see through cover to allow visual inspection of fuel and filter condition. The Racor S3238 shall be a 10 micron filter capable of handling a maximum flow rate of 150 gallons per hour.

A secondary fuel filter shall be included as approved by the engine manufacturer.

An instrument panel lamp and audible alarm which indicates when water is present in the fuel-water separator shall also be included.

3111-002

Y__ N__

FUEL LINES

The fuel system supply and return lines installed from the fuel tank to the engine shall be black textile braided lines which are reinforced with braided high tensile steel wire. The fuel lines shall be connected with reusable steel fittings.

3104-003

Y__ N__

FUEL SHUTOFF VALVE

A fuel shutoff valve shall be installed in the fuel draw line at the primary fuel filter to allow the fuel filter to be changed without loss of fuel to the fuel pump.

A second fuel shutoff valve shall be installed in the fuel draw line, near the fuel tank to allow maintenance to be performed with minimal loss of fuel.

3103-008

Y__ N__

ELECTRIC FUEL PRIMER

Integral to the engine assembly is an electric lift pump that serves the purpose of pre-filter fuel priming.

3112-003

Y__ N__

FUEL COOLER

An aluminum cross flow air to fuel cooler shall be provided to lower fuel temperature allowing the vehicle to operate at higher ambient temperatures. The fuel cooler shall be located behind the rear axle.

3101-046

Y__ N__

FUEL TANK

The fuel tank shall have a capacity of sixty-eight (68) gallons and shall measure 35.00 inches in width X 17.00 inches in height X 29.00 inches in length. The baffled tank shall be made of 14 gauge aluminized steel. The exterior of the tank shall be painted with a PRP Corsol™ black anti-corrosive exterior metal treatment finish. This results in a tank which offers the internal and external corrosion resistance. In addition, the exterior of the fuel tank shall be coated with Spar-Liner spray on protective coating.

The tank shall have a vent port to facilitate venting to the top of the fill neck for rapid filling without "blow-back" and a roll over ball check vent for temperature related fuel expansion and draw.

The tank is designed with dual draw tubes and sender flanges. The tank shall have 2.00 inch NPT fill ports for right or left hand fill. A 0.50 inch NPT drain plug shall be centered in the bottom of the tank.

The fuel tank shall be mounted below the frame, behind the rear axle. Two (2) three-piece strap hanger assemblies with "U" straps bolted midway on the fuel tank front and rear shall be utilized to allow the tank to be easily lowered and removed for service purposes. Rubber isolating pads shall be provided between the tank and the upper tank mounting brackets. Strap mounting studs through the rail, hidden behind the body shall not be acceptable.

3102-020

Y__ N__

FUEL TANK FILL PORT

The fuel tank fill ports shall be provided with two (2) left fill ports located one (1) in the forward position and one (1) in the middle position and the right fill port located in the middle position of the fuel tank.

A 1.50 inch diameter hole shall be provided in the left and right frame rails for vent hose routing provisions. The holes shall be located adjacent to the fuel tank and 5.13 inches up from the bottom of each rail.

3114-002

Y__ N__

FUEL TANK SERVICEABILITY PROVISIONS

The chassis fuel lines shall have additional length provided so the tank can be easily lowered and removed for service purposes. The additional 8.00 feet of length shall be located above the fuel tank and shall be coiled and secured. The fuel line fittings shall be pointed towards the right side (curbside) of the chassis.

2401-022

Y__ N__

FRONT AXLE

The front axle shall be a Meritor Easy Steer Non drive front axle, model number MFS-23. The axle shall include a 3.74 inch drop and a 71.00 inch king pin intersection (KPI). The axle shall include a conventional style hub with a standard knuckle. The weight capacity for the axle shall be rated to 23,000 pounds. This rating shall require special approvals from the wheel manufacturers.

8059-010

Y__ N__

FRONT AXLE WARRANTY

The front axle shall be warranted by Meritor for two (2) years with unlimited miles under the general service application. Details of the Meritor warranty are provided on the PDF document attached to this option.

2405-001

Y__ N__

FRONT WHEEL BEARING LUBRICATION

The front axle wheel bearings shall be lubricated with oil. The oil level can be visually checked via clear inspection windows in the front axle hubs.

2502-002

Y__ N__

FRONT SHOCK ABSORBERS

Two (2) Bilstein inert, nitrogen gas filled shock absorbers shall be provided and installed as part of the front suspension system. The shocks shall be a monotubular design and fabricated using a special extrusion method, utilizing a single blank of steel without a welded seam, achieving an extremely tight peak-to-valley tolerance and maintains consistent wall thickness. The monotubular design shall provide superior strength while maximizing heat dissipation and shock life.

The ride afforded through the use of a gas shock is more consistent and shall not deteriorate with heat, the same way a conventional oil filled hydraulic shock would.

The Bilstein front shocks shall include a digressive working piston assembly allowing independent tuning of the compression and rebound damping forces to provide optimum ride and comfort without compromise. The working piston design shall feature fewer parts than most conventional twin tube and “road sensing” shock designs and shall contribute to the durability and long life of the Bilstein shock absorbers.

Proposals offering the use of conventional twin tube or “road sensing” designed shocks shall not be considered.

2501-014

Y__ N__

FRONT SUSPENSION

The front suspension shall include a ten (10) leaf spring pack in which the longest leaf measures 53.38 inch long and 4.00 inches wide. The springs shall be shot peened for long life and include a military double wrapped front eye. The springs shall be bolted in place with M20 10.9 bolts and have replaceable rubber bushings in the spring eyes. The spring capacity shall be rated at 23,000 pounds.

2601-006

Y__ N__

STEERING COLUMN/ WHEEL

The cab shall include a Douglas Autotech steering column which shall include a seven (7) position tilt, a 2.25 inch telescopic adjustment, and an 18.00 inch, four (4) spoke steering wheel located at the driver's position. The steering wheel shall be covered with black polyurethane foam padding.

The steering column shall contain a horn button, self-canceling turn signal switch, four-way hazard switch and headlamp dimmer switch.

2603-001

Y__ N__

POWER STEERING PUMP

The hydraulic power steering pump shall be a TRW PS and shall be gear driven from the engine. The pump shall be a balanced, positive displacement, sliding vane type.

2609-002

Y__ N__

ELECTRONIC POWER STEERING FLUID LEVEL INDICATOR

The power steering fluid shall be monitored electronically and shall send a signal to activate an audible alarm and visual warning in the instrument panel when fluid level falls below normal.

2606-009

Y__ N__

FRONT AXLE CRAMP ANGLE

The chassis shall have a front axle cramp angle of 48-degrees to the left and 44-degrees to the right.

2610-005

Y__ N__

POWER STEERING GEAR

The power steering gear shall be a TRW model TAS 85 with an assist cylinder.

2608-001

Y__ N__

CHASSIS ALIGNMENT

The chassis frame rails shall be measured to insure the length is correct and cross checked to make sure they run parallel and are square to each other. The front and rear axles shall be laser aligned. The front tires and wheels shall be aligned and toe-in set on the front tires by the chassis manufacturer.

3401-012

Y__ N__

REAR AXLE

The rear axle shall be a Meritor model RT-52-185 tandem drive axle. The axle shall include precision forged, single reduction differential gearing, and shall have a fire service rated capacity of 54,000 pounds.

The axle shall be built of superior construction and quality components to provide the rugged dependability needed to stand up to the fire industry's demands. The axle shall include rectangular shaped, hot-formed housing with a standard wall thickness of 0.56 of an inch for extra strength and rigidity and a rigid differential case for high axle strength and reduced maintenance.

The axle shall have heavy-duty Hypoid gearing for longer life, greater strength and quieter operation. Industry-standard wheel ends for compatibility with both disc and drum brakes, and unitized oil seal technology to keep lubricant in and help prevent contaminant damage will be used.

8061-007

Y__ N__

REAR AXLE WARRANTY

The rear axle shall be warranted by Meritor for two (2) years with unlimited miles under the general service application. Details of the Meritor warranty are provided on the PDF document attached to this option.

3403-002

Y__ N__

REAR AXLE DIFFERENTIAL LUBRICATION

The rear axle differential shall be lubricated with synthetic oil.

3411-002

Y__ N__

REAR WHEEL BEARING LUBRICATION

The rear axle wheel bearings shall be lubricated with synthetic oil.

3407-003

Y__ N__

REAR AXLE DIFFERENTIAL CONTROL

The tandem axle chassis shall include an inter-axle differential lock, which shall allow both axles to be engaged as drive axles. The inter-axle differential lock shall be controlled by a locking rocker switch on the switch panel. The light on the switch shall illuminate with positive engagement of the inter-axle differential lock.

3408-003

Y__ N__

VEHICLE TOP SPEED

The top speed of the vehicle shall be approximately 60 MPH +/-2 MPH at governed engine RPM.

3501-016

Y__ N__

REAR SUSPENSION

The tandem axle shall feature a Raydan Air-Link AL-600 air suspension. The Air-Link AL-600 shall feature a unique air ride and walking beam suspension design which combines a super smooth ride with durability. The suspension has only two (2) moving parts for long wear and low maintenance cost. The rear tandem suspension shall have 56.00 inch axle centers.

Dual air height control valves shall be installed to ensure equal frame height on both sides of the vehicle regardless of the load.

The rear suspension shall be run flat capable at reduced speeds.

The rear suspension capacity shall be rated at 54,000 to 63,000 pounds.

3503-003

Y__ N__

REAR SHOCK ABSORBERS

Shock absorbers shall be supplied by the suspension manufacturer and installed on the rear axle suspension.

3601-026

Y__ N__

FRONT TIRE

The front tires shall be Michelin 425/65R22.5 "L" tubeless radial XFE regional tread.

The front tire stamped load capacity shall be 22,800 pounds per axle with a speed rating of 65 miles per hour when properly inflated to 120 pounds per square inch.

The Michelin Tire Intermittent Service Rating load capacity shall be 24,400 pounds per axle with a speed rating of up to 75 miles per hour when properly inflated to 120 pounds per square inch. The Michelin Intermittent Service Rating limits the operation of the emergency vehicle to one (1) hour of loaded travel with a one (1) hour cool down prior to another loaded run.

3602-010

Y__ N__

REAR TIRE

The rear tires shall be Michelin 12R-22.5 16PR "H" tubeless radial XZE regional tread.

The rear tire stamped load capacity shall be 27,120 pounds per axle with a speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch.

The Michelin Tire Intermittent Service Rating load capacity shall be 28,880 pounds per axle with a speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch. The Michelin Intermittent Service Rating limits the operation of the emergency vehicle to one (1) hour of loaded travel with a one (1) hour cool down prior to another loaded run.

3413-614

Y__ N__

REAR AXLE RATIO

The rear axle ratio shall be 6.14:1.

3614-011

Y__ N__

TIRE PRESSURE INDICATOR

There shall be a voucher provided with the chassis for a dial style tire pressure indicator at the front tire valve stem and a pop up style tire pressure indicator at the rear tire valve stem. The indicator shall provide visual indication of pressure in the specific tire.

The tire pressure indicators shall be redeemed upon the vehicle manufacturer's receipt of the voucher for installation by the customer.

3701-033

Y__ N__

FRONT WHEEL

The front wheels shall be Alcoa hub piloted, 22.50 inch X 12.25 inch LvL One™ polished aluminum wheels. The hub piloted mounting system shall provide easy installation and shall include two-piece flange nuts. The wheels shall feature one-piece forged strength and a polished finish that lasts.

3703-027

Y__ N__

REAR WHEEL

The outer rear wheels shall be Alcoa hub piloted, 22.50 inch X 8.25 inch LvL One™ aluminum wheels with a polished outer surface. The inner rear wheels shall be Alcoa hub piloted, 22.50 inch X 8.25 inch aluminum wheels with LvL One™ bright machine finish. The hub piloted mounting system shall provide easy installation and shall include two-piece flange nuts.

3719-002

Y__ N__

BALANCE WHEELS AND TIRES

All of the wheels and tires, including any spare wheels and tire assemblies, shall be dynamically balanced.

3702-002

Y__ N__

WHEEL TRIM

The front wheels shall include stainless steel lug nut covers and stainless steel baby moons shipped loose with the chassis for installation by the apparatus builder. The baby moons shall have cutouts for oil seal viewing when applicable.

The rear wheels shall include stainless steel lug nut covers and band mounted spring clip stainless steel high hats shipped loose with the chassis for installation by the apparatus builder.

The lug nut covers, baby moons, and high hats shall be RealWheels® brand constructed of 304L grade, non-corrosive stainless steel with a mirror finish. Each wheel trim component shall meet D.O.T. certification.

3205-015

Y__ N__

BRAKE SYSTEM

A rapid build-up air brake system shall be provided. The air brakes shall include a three (3) air tank, four (4) reservoir system with a total of 6220 cubic inch of air capacity. A floor mounted treadle valve shall be mounted inside the cab for graduated control of applying and releasing the brakes. An inversion valve shall be installed to provide a service brake application in the unlikely event of primary air supply loss. All air reservoirs provided on the chassis shall be labeled for identification.

The rear axle spring brakes shall automatically apply in any situation when the air pressure falls below 25 PSI and shall include a mechanical means for releasing the spring brakes when necessary. An audible alarm shall designate when the system air pressure is below 60 PSI.

A six (6) sensor, six (6) modulator Anti-lock Braking System (ABS) shall be installed on the front and tandem rear axles in order to prevent the brakes from locking or skidding while braking during hard

stops or on icy or wet surfaces. This in turn shall allow the driver to maintain steering control under heavy braking and in most instances, shorten the braking distance. The electronic monitoring system shall incorporate diagonal circuitry which shall monitor wheel speed during braking through a sensor and tone ring on each wheel. A dash mounted ABS lamp shall be provided to notify the driver of a system malfunction. The ABS system shall automatically disengage the auxiliary braking system device when required. The speedometer screen shall be capable of reporting all active defaults using PID/SID and FMI standards.

Additional safety shall be accommodated through Automatic Traction Control (ATC) which shall be installed on the tandem rear axle. The ATC system shall apply the ABS when the drive wheels lose traction. The system shall scale the electronic engine throttle back to prevent wheel spin while accelerating on ice or wet surfaces.

A virtual style switch shall be provided and properly labeled "mud/snow". When the switch is pressed once, the system shall allow a momentary wheel slip to obtain traction under extreme mud and snow conditions. During this condition the ATC light shall blink continuously notifying the driver of activation. Pressing the switch again shall deactivate the mud/snow feature.

The Electronic Stability Control (ESC) unit is a functional extension of the electronic braking system. It is able to detect any skidding of the vehicle about its vertical axis as well as any rollover tendency. The control unit comprises an angular-speed sensor that measures the vehicle's motion about the vertical axis, caused, for instance, by cornering or by skidding on a slippery road surface. An acceleration sensor measures the vehicle's lateral acceleration. The Controller Area Network (CAN) bus provides information on the steering angle. On the basis of lateral acceleration and steering angle, an integrated microcontroller calculates a theoretical angular speed for the stable vehicle condition.

3206-003

Y__ N__

FRONT BRAKES

The front brakes shall be Meritor EX225 Disc Plus disc brakes with 17.00 inch vented rotors.

3207-005

Y__ N__

REAR BRAKES

The rear brakes shall be Meritor 16.50 inch X 7.00 inch S-cam drum type. The brakes shall feature a cast iron shoe.

3208-002

Y__ N__

PARK BRAKE

Upon application of the push-pull valve in the cab, the rear brakes will engage via mechanical spring force. This is accomplished by dual chamber rear brakes, satisfying the FMVSS parking brake requirements.

In addition to the mechanical rear brake engagement, the front service brakes will also engage via air pressure, providing additional braking capability.

3204-002

Y__ N__

PARK BRAKE CONTROL

A Meritor-Wabco manual hand control push-pull style valve shall operate the parking brake system. The control shall be yellow in color.

The parking brake actuation valve shall be mounted on the center of the tunnel within easy access of both the driver and officer positions.

3214-005

Y__ N__

REAR BRAKE SLACK ADJUSTERS

Gunitite rear brake automatic slack adjusters shall be installed on the axle.

3202-005

Y__ N__

AIR DRYER

The brake system shall include a Wabco System Saver 1200 air dryer with an integral heater with a Metri-Pack sealed connector. The air dryer incorporates an internal turbo cutoff valve that closes the path between the air compressor and air dryer purge valve during the compressor "unload" cycle. The turbo cutoff valve allows purging of moisture and contaminants without the loss of turbo boost pressure. The air dryer shall be mounted behind the battery box on the left hand side.

3215-004

Y__ N__

FRONT BRAKE CHAMBERS

The front brakes shall be provided with MGM type 24 long stroke brake chambers.

3210-015

Y__ N__

REAR BRAKE CHAMBERS

The rear axle shall include TSE 30/36 brake chambers which shall convert the energy of compressed air into mechanical force and motion. This shall actuate the brake camshaft, which in turn shall operate the foundational brake mechanism forcing the brake shoes against the brake drum. The TSE Type 36 brake chamber has a 36.00 square inch effective area.

3320-001

Y__ N__

AIR COMPRESSOR

The air compressor provided for the engine shall be a Wabco® SS318 single cylinder pass-through drive type compressor which shall be capable of producing 18.7 CFM at 1200 engine RPMs. The air compressor shall feature a higher delivery efficiency translating to more air delivery per horsepower absorbed. The compressor shall include an aluminum cylinder head which shall improve cooling, reduce weight and decrease carbon formation. Superior piston and bore finishing technology shall reduce oil consumption and significantly increasing the system component life.

3339-004

Y__ N__

AIR GOVERNOR

An air governor shall be provided to control the cut-in and cut-out pressures of the engine mounted air compressor. The governor shall be calibrated to meet FMVSS requirements. The air governor shall be located on the air dryer bracket on the left frame rail behind the battery box.

3303-010

Y__ N__

MOISTURE EJECTORS

Heated, automatic moisture ejectors with a manual drain provision shall be installed on all reservoirs of the air supply system. The manual drain provision shall include an actuation pull cable coiled and tied at each drain valve. The supplied cables when extended shall be sufficient in length to allow each drain to be activated from the side of the apparatus.

3307-001

Y__ N__

AIR SUPPLY LINES

The air system on the chassis shall be plumbed with color coded reinforced nylon tubing air lines. The primary (rear) brake line shall be green, the secondary (front) brake line red, the parking brake line orange and the auxiliary (outlet) will be blue.

Brass compression type fittings shall be used on the nylon tubing. All drop hoses shall include fiber reinforced neoprene covered hoses.

3313-002

Y__ N__

AUXILIARY AIR CONNECTION

An auxiliary air line shall be plumbed off the auxiliary air tank and routed inside the cab terminating under the driver dash area. A temporary mounted brass single port tee shall be supplied for the OEM usage, such as pump shift operator valves. If used for a pump shift control it shall be provided and installed by the OEM.

3334-002

Y__ N__

AIR TANK SPACERS

There shall be spacers included with the air tank mounting. The spacers shall move the air tanks 1.50 inches inward towards the center of the chassis. This shall provide clearance between the air tanks and the frame for body U-bolt clearance.

3338-002

Y__ N__

REAR AIR TANK MOUNTING

If a combination of wheel base, air tank quantity, or other requirements necessitate the location of one or more air tanks to be mounted rear of the fuel tank, these tank(s) will be mounted perpendicular to frame.

2103-2440

Y__ N__

WHEELBASE

The chassis wheelbase shall be 244.00 inches.

2106-1100

Y__ N__

REAR OVERHANG

The chassis rear overhang shall be 110.00 inches.

2101-004

Y__ N__

FRAME

The frame shall consist of triple side rails and cross members forming a ladder style frame. The side rails shall be formed in the shape of a "C" channel, with the outer rail measuring 10.25 inches high X 3.50 inches deep X 0.38 inches thick, with an inner channel 9.44 inches high X 3.13 inches deep X 0.38 inches thick, and a second inner channel, 8.55 inches high X 2.75 inches deep X 0.25 inches thick which shall be provided extending from the rear of the cab to the forward rear suspension cross member. Each rail shall be constructed of 110,000 psi minimum yield high strength low alloy steel. The triple rail section shall be rated by a Resistance Bending Moment (RBM) minimum of 3,921,500 inch pounds and have a minimum section modulus of 35.65 cubic inches. The frame shall measure 35.00 inches in width.

Proposals calculating the frame strength using the "box method" shall not be considered.

Proposals including heat treated rails shall not be considered. Heat treating frame rails produces rails that are not uniform in their mechanical properties throughout the length of the rail. Rails made of high strength, low alloy steel are already at the required yield strength prior to forming the rail.

A minimum of seven (7) fully gusseted 0.25 inch thick cross members shall be installed. The inclusion of the body mounting, or bumper mounting shall not be considered as a cross member. The cross members shall be attached using zinc coated grade 8 fasteners. The bolt heads shall be flanged type, held in place by distorted thread flanged lock nuts. Each cross member shall be mounted to the frame rails utilizing a minimum of 0.25 inch thick gusset reinforcement plates at all corners balancing the area of force throughout the entire frame.

Any proposals not including additional reinforcement for each cross member shall not be considered.

All relief areas shall be cut in with a minimum 2.00 inch radius at intersection points with the edges ground to a smooth finish to prevent a stress concentration point.

The frame and cross members shall carry a lifetime warranty to the original purchaser. A copy of the frame warranty shall be made available upon request.

Proposals offering warranties for frames not including cross members shall not be considered.

8007-011

Y__ N__

FRAME WARRANTY

The frame and cross members shall carry a limited lifetime warranty to the original purchaser. The warranty shall include conditional items listed in the detailed warranty document which shall be provided upon request.

2117-002

Y__ N__

FRAME CLEAR AREA

The chassis frame shall be left clear of chassis mounted components inside the frame rails within the first 30.00 inches behind the cab to allow space for OEM installed components. Cross members may be installed in the clear area if required for proper frame or driveline configuration.

2110-104

Y__ N__

FRAME PAINT

The frame shall be powder coated black prior to any attachment of components.

All powder coatings, primers and paint shall be compatible with all metals, pretreatments and primers used. The cross hatch adhesion test per ASTM D3359 shall not have a fail of more than ten (10) squares. The pencil hardness test per ASTM D3363 shall have a final post-curved pencil hardness of H-2H. The direct impact resistance test per ASTM D2794 shall have an impact resistance of 120.00 inches per pound at 2 mils.

Any proposals offering painted frame with variations from the above process shall not be accepted. The film thickness of vendor supplied parts shall also be sufficient to meet the performance standards as stated above.

The chassis under carriage consisting of frame, axles, driveline running gear, air tanks and other chassis mounted components shall be painted with gloss black paint. Paint shall be applied prior to airline and electrical wiring installation.

2105-002

Y__ N__

REAR MUD FLAP

The unit shall be equipped with a temporary wooden fender and mud flap assembly for transport to the body manufacturer.

2201-001

Y__ N__

FRONT BUMPER

A one piece, two (2) rib wrap-around style, polished stainless steel front bumper shall be provided. The material shall be 10 gauge 304 stainless steel, 12" high and 104.50 inches wide.

2202-005

Y__ N__

FRONT BUMPER EXTENSION LENGTH

The front bumper shall be extended approximately 21.00 inches ahead of the cab.

2226-004

Y__ N__

FRONT BUMPER EXTENSION FRAME WIDTH

The front bumper extension frame shall feature an overall width of 48.25 inches.

2208-006

Y__ N__

FRONT BUMPER APRON

The 21.00 inch extended front bumper shall include an apron constructed of 0.19 inch thick embossed aluminum tread plate.

The apron shall be installed between the bumper and the front face of the cab affixed using stainless steel bolts attaching the apron to the top bumper flange.

2211-004

Y__ N__

FRONT BUMPER COMPARTMENT CENTER

The front bumper shall include a hose tray compartment in the bumper apron located in the center that shall measure 58.00 inches wide X 6.00 inches deep. The compartment shall be constructed of 0.13 inch 5052-H32 grade aluminum and shall include drain holes in the bottom corners to allow excess moisture to escape. The compartment shall include a cover constructed of 0.19 inch thick bright embossed aluminum tread plate.

2210-030

Y__ N__

FRONT BUMPER COMPARTMENT COVER HARDWARE

The front bumper compartment shall include a 7.00 inch stainless lift handle at the top center of the compartment lid. Gas cylinder stays shall hold the cover open. The cover shall held in the closed position via two (2) pull to release rubber "T" style hold down handles located one (1) at each end of the cover.

5503-002

Y__ N__

MECHANICAL SIREN

The front bumper shall include an electro mechanical Federal Q2B™ siren, which shall be streamlined, chrome-plated and shall produce 123 decibels of sound at 10.00 feet. The Q2B™ siren produces a distinctive warning sound that is recognizable at long distances. A unique clutch design provides a longer coast down sound while reducing the amp draw to 100 amps. The siren shall measure 10.50 inches wide X 10.00 inches high X 14.00 inches deep.

2218-002

Y__ N__

MECHANICAL SIREN LOCATION

The siren shall be pedestal mounted on the bumper apron on the furthest outboard section of the bumper on the driver side.

5501-020

Y__ N__

AIR HORN

The front bumper shall include two (2) Hadley brand E-Tone air horns which shall measure 21.00 inches long with a 6.00 inch round flare. The air horns shall be trumpet style with a chrome finish on the exterior and a painted finish deep inside the trumpet.

2216-011

Y__ N__

AIR HORN LOCATION

The air horns shall be recess mounted in the front bumper face, one (1) on the right side of the bumper in the outboard position relative to the right hand frame rail and one (1) on the left side of the bumper in the outboard position relative to the left hand frame rail.

2232-002

Y__ N__

AIR HORN RESERVOIR

One (1) air reservoir, with a 1200 cubic inch capacity, shall be installed on the chassis to act as a supply tank for operating air horns. The reservoir shall be isolated with a 90 PSI pressure protection valve on the reservoir supply side to prevent depletion of the air to the air brake system.

5504-030

Y__ N__

ELECTRONIC SIREN SPEAKER

The bumper shall include two (2) Cast Products Inc. model SA4301, 100 watt speakers which shall be recess mounted within the bumper fascia. Each speaker shall measure 6.20 inches tall X 7.36 inches wide X 3.06 inches deep. Each speaker shall include a flat mounting flange which shall be polished aluminum.

2217-027

Y__ N__

ELECTRONIC SIREN SPEAKER LOCATION

The two (2) electronic siren speakers shall be located on the front bumper face between the frame rails in the right and left side inboard positions.

2204-006

Y__ N__

FRONT BUMPER TOW EYES

The bumper shall include two (2) chrome plated tow eyes shall be installed through the front bumper. The eyes shall be fabricated from 0.75 inch thick #1020 ASTM-A36 hot rolled steel. The inside diameter of the eye shall be 2.00 inches and include a chamfered edge.

2301-001

Y__ N__

CAB TILT SYSTEM

The entire cab shall be capable of tilting approximately 45-degrees to allow for easy maintenance of the engine and transmission. The cab tilt pump assembly shall be located on the right side of the chassis above the battery box.

The electric-over-hydraulic lift system shall include an ignition interlock and red cab lock down indicator lamp on the tilt control which shall illuminate when holding the "Down" button to indicate safe road operation.

It shall be necessary to activate the master battery switch and set the parking brake in order to tilt the cab. As a third precaution the ignition switch must be turned off to complete the cab tilt interlock safety circuit.

Two (2) spring-loaded hydraulic hold down hooks located outboard of the frame shall be installed to hold the cab securely to the frame. Once the hold-down hooks are set in place, it shall take the application of pressure from the hydraulic cab tilt lift pump to release the hooks.

Two (2) cab tilt cylinders shall be provided with velocity fuses in each cylinder port. The cab tilt pivots shall be 1.90 inch ball and be anchored to frame brackets with 1.25 inch diameter studs.

A steel safety channel assembly, painted safety yellow shall be installed on the right side cab lift cylinder to prevent accidental cab lowering. The safety channel assembly shall fall over the lift cylinder when the cab is in the fully tilted position. A cable release system shall also be provided to retract the safety channel assembly from the lift cylinder to allow the lowering of the cab.

2303-003

Y__ N__

CAB TILT LIMIT SWITCH

A cab tilt limit switch shall be installed. The switch will effectively limit the travel of the cab when being tilted. The limit adjustment of the switch shall be preset by the chassis manufacturer to prevent damage to the cab or any bumper mounted option mounted in the cab tilt arc. Further adjustment to the limit by the apparatus manufacturer shall be available to accommodate additional equipment.

2305-003

Y__ N__

CAB TILT CONTROL RECEPTACLE

A 25.00 foot cab tilt control harness shall be provided on the right side of frame just behind the cab. This harness shall consist of an 8.00 foot harness connected to the tilt pump and a 17.00 foot extension harness with a six (6) pin Deutsch connector with cap for mounting in a compartment in the body.

The remote control pendant shall include 20.00 feet of cable with a mating Deutsch connector. The remote control pendant shall be shipped loose with the chassis.

1401-009

Y__ N__

CAB WINDSHIELD

The cab windshield shall have a surface area of 2969.88 square inches and be of a two (2) piece wraparound design for maximum visibility.

The glass utilized for the windshield shall include standard automotive tint. The left and right windshield shall be fully interchangeable thereby minimizing stocking and replacement costs.

Each windshield shall be installed using black self locking window rubber.

1402-002

Y__ N__

GLASS FRONT DOOR

The front cab doors shall include a window which is 27.00 inches in width X 26.00 inches in height. These windows shall have the capability to roll down completely into the door housing. This shall be accomplished using electric actuation. The left and right front door windows shall be controlled using a switch on each respective side inner door panel. The driver's door shall include a switch for each powered door window in the cab.

There shall be an irregular shaped fixed window which shall measure 2.50 inches wide at the top, 8.00 inches wide at the bottom X 26.00 inches in height, more commonly known as "cozy glass" ahead of the front door roll down windows.

The windows shall be mounted within the frame of the front doors trimmed with a black anodized ring on the exterior.

1407-001

Y__ N__

GLASS TINT FRONT DOOR

The windows located in the left and right front doors shall have a standard green automotive tint which shall allow seventy-five percent (75%) light transmittance.

1419-008

Y__ N__

GLASS REAR DOOR RH

The rear right hand side crew door shall include a window which is 27.00 inches in width X 26.00 inches in height. The window shall be a powered type and shall be controlled by a switch on the inner door panel and on the driver's control panel.

1430-001

Y__ N__

GLASS TINT REAR DOOR RIGHT HAND

The window located in the right hand side rear door shall include a standard green automotive tint which shall allow seventy-five percent (75%) light transmittance.

1412-008

Y__ N__

GLASS REAR DOOR LH

The rear left hand side crew door shall include a window which is 27.00 inches in width X 26.00 inches in height. The window shall be a powered type and shall be controlled by a switch on the inner door panel and on the driver's control panel.

1431-001

Y__ N__

GLASS TINT REAR DOOR LEFT HAND

The window located in the left hand side rear door shall include a standard green automotive tint which shall allow seventy-five percent (75%) light transmittance.

1410-003

Y__ N__

GLASS SIDE MID RH

The cab shall include a window on the right side behind the front and ahead of the crew door which shall measure 16.00 inches wide X 26.00 inches high. This window shall be fixed within this space and shall be rectangular in shape. The window shall be mounted using self locking window rubber. The glass utilized for this window shall include a green automotive tint unless otherwise noted.

1432-001

Y__ N__

GLASS TINT SIDE MID RIGHT HAND

The window located on the right hand side of the cab between the front and rear doors shall include a standard green automotive tint which shall allow seventy-five percent (75%) light transmittance.

1409-003

Y__ N__

GLASS SIDE MID LH

The cab shall include a window on the left side behind the front door and ahead of the crew door and above the wheel well which shall measure 16.00 inches wide X 26.00 inches high. This window shall be fixed within this space and shall be rectangular in shape. The window shall be mounted using self locking window rubber. The glass utilized for this window shall include a green automotive tint unless otherwise noted.

1433-001

Y__ N__

GLASS TINT SIDE MID LEFT HAND

The window located on the left hand side of the cab between the front and rear doors shall include a standard green automotive tint which shall allow seventy-five percent (75%) light transmittance.

1614-102

Y__ N__

CLIMATE CONTROL

The cab shall be equipped with a ceiling mounted combination defrost / heating and air-conditioning system mounted above the engine tunnel in a central location.

The system shall offer sixteen (16) adjustable louvers. Six (6) of the louvers shall face forward towards the windshield, offering 45,000 BTU of heat at 320 CFM for defrosting. The system shall include six (6) rearward facing louvers to direct air for the crew area and four (4) for driver and officer comfort. The HVAC system shall be designed to produce 60,000 BTU of heat and 32,000 BTU of cooling. The

HVAC cover shall be made of aluminum which shall be coated with a customer specified interior paint, or protective coating.

All defrost/heating systems shall be plumbed with one (1) seasonal shut-off valve at the front corner on the right side of the cab.

The air conditioner lines shall be a mixture of custom bent zinc coated steel fittings and Aero-quip GH 134 flexible hose with Aero-Quip EZ-Clip fittings.

1632-003

Y__ N__

CLIMATE CONTROL DRAIN

The climate control system shall include a venturi pump for water management. The venturi pump drain shall remove condensation from the air conditioning system.

1617-104

Y__ N__

CLIMATE CONTROL ACTIVATION

The heating, defrosting and air conditioning controls shall be located on the center dash panel in the lower left hand side, in a position which is easily accessible to the driver. The climate control shall be activated by a rotary switch.

1620-012

Y__ N__

HVAC OVERHEAD COVER PAINT

The overhead HVAC cover shall be coated with black Spar-Liner.

1610-002

Y__ N__

HEATER HOSE INSULATION

The heater hoses leading from the engine to the cab shall include a foam insulation wrap which runs the length of the hose improving heating in extreme cold climates. The heater hoses which shall be routed inside the cab shall not be insulated.

1603-007

Y__ N__

A/C CONDENSER LOCATION

A roof mounted A/C condenser shall be installed on the right side of the cab, mid-roof.

1601-001

Y__ N__

A/C COMPRESSOR

The air-conditioning compressor shall be a belt driven, engine mounted, open type compressor that shall be capable of producing a minimum of 32,000 BTU at 1500 engine RPMs. The compressor shall utilize R-134A refrigerant and PAG oil.

1322-002

Y__ N__

CAB INSULATION

The cab ceiling and walls shall include 1.00 inch thick foam insulation. The insulation shall act as a barrier absorbing noise as well as assisting in sustaining the desired climate within the cab interior.

1530-001

Y__ N__

UNDER CAB INSULATION

The underside of the cab tunnel surrounding the engine shall be lined with multi-layer insulation, engineered for application inside diesel engine compartments.

The insulation shall act as a noise barrier, absorbing noise thus keeping the decibel level in the cab well within NFPA recommendations. As an additional benefit, the insulation shall assist in sustaining the desired temperature within the cab interior.

The engine tunnel insulation shall measure approximately 0.75 inch thick including a vertically lapped polyester fiber layer, a 1.0 lb/ft² PVC barrier layer, an open cell foam layer, and a moisture and heat reflective foil facing reinforced with a woven fiberglass layer. The foil surface acts as protection against moisture and other contaminants. The insulation shall meet or exceed FMVSS 302 flammability test.

The insulation shall be cut precisely to fit each section and sealed for additional heat and sound deflection. The insulation shall be held in place by 3 mils of acrylic pressure sensitive adhesive and aluminum pins with hard hat, hold in place fastening heads.

1327-001

Y__ N__

INTERIOR TRIM FLOOR

The floor of the cab shall be covered with a multi-layer mat consisting of 0.25 inch thick sound absorbing closed cell foam with a 0.06 inch thick non-slip vinyl surface with a pebble grain finish. The covering shall be held in place by a pressure sensitive adhesive and aluminum trim molding. All exposed seams shall be sealed with silicone caulk matching the color of the floor mat to reduce the chance of moisture and debris retention.

1302-001

Y__ N__

INTERIOR TRIM VINYL

The cab interior shall include trim on the front ceiling, rear crew ceiling, and the cab walls. It shall be easily removable to assist in maintenance. The trim shall be constructed of insulated vinyl over a hard board backing.

1368-002

Y__ N__

REAR WALL INTERIOR TRIM

The rear wall of the cab shall be trimmed with vinyl.

1306-006

Y__ N__

HEADER TRIM

The cab interior shall feature header trim over the driver and officer dash constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum.

1305-013

Y__ N__

TRIM CENTER DASH

The main center dash area shall be constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum plate. There shall be four (4) holes located on the top of the dash near each outer edge of the electrical access cover for ventilation. The dash shall include cup holders and storage bins.

1339-102

Y__ N__

TRIM LH DASH

The left hand dash shall be constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum plate for a perfect fit around the instrument panel. For increased occupant protection the extreme duty left hand dash utilizes patent pending break away technology to reduce rigidity in the event of a frontal crash. The left hand dash shall offer lower vertical surface area to the left and right of the steering column to accommodate control panels.

1321-004

Y__ N__

TRIM RH DASH

The right hand dash shall be constructed of 5052-H32 Marine Grade, 0.13 of an inch thick aluminum plate and shall include a glove compartment with a hinged door and a Mobile Data Terminal (MDT) provision. The glove compartment size will measure 14.00 inches wide X 6.38 inches high X 5.88 inches deep. The MDT provision shall be provided above the glove compartment.

1307-002

Y__ N__

ENGINE TUNNEL TRIM

The cab engine tunnel shall be covered with a multi-layer mat consisting of 0.25 inch closed cell foam with a 0.06 inch thick non-slip vinyl surface with a pebble grain finish. The mat shall be held in place by pressure sensitive adhesive. The engine tunnel mat shall be trimmed with anodized aluminum stair nosing trim for an aesthetically pleasing appearance.

5040-003

Y__ N__

POWER POINT DASH MOUNT

The cab shall include two (2) 12 volt cigarette lighter type receptacles in the dash to provide a power source for 12 volt electrical equipment. The receptacles shall be wired to be live with the battery master switch.

1303-003

Y__ N__

STEP TRIM

Each cab entry door shall include a three step entry. The first step closest to the ground shall be constructed of 14 gauge 304 stainless steel with indented perforations. The perforations shall allow water and other debris to flow through rather than becoming trapped within the stepping surface. The stainless steel material shall have a number 7 mirror finish. The lower step shall be mounted to a frame which is integral with the construction of the cab for rigidity and strength. The middle step shall be integral with the cab construction and shall be trimmed in 0.08 inch thick 3003-H22 embossed aluminum tread plate.

1336-002

Y__ N__

STEP TRIM KICKPLATE

The cab steps shall include a kick plate in the rise of each step. The risers shall be trimmed in 3003-H22 bright aluminum tread-plate which is 0.07 inch thick.

1379-004

Y__ N__

UNDER CAB ACCESS DOOR

The cab shall include an access door in the left crew step riser constructed of embossed aluminum tread plate with a push and turn latch. The under cab access door shall provide access to the diesel exhaust fluid fill.

1102-013

Y__ N__

INTERIOR DOOR TRIM

The interior trim on the doors of the cab shall consist of an aluminum panel constructed of Marine Grade 5052-H32 0.13 of an inch thick aluminum plate. The door panels shall include a painted finish.

1323-001

Y__ N__

DOOR TRIM CUSTOMER NAMEPLATE

The interior door trim on the front doors shall include a customer nameplate which states the vehicle was custom built for their Department.

1105-001

Y__ N__

CAB DOOR TRIM REFLECTIVE

The interior of each door shall include high visibility reflective tape. A white reflective tape 1.00 inch in width shall be provided vertically along the rear outer edge of the door. The lowest portion of each door skin shall include a reflective tape chevron with red and white stripes and a Spartan logo. The chevron tape shall measure 6.00 inches in height.

1308-001

Y__ N__

INTERIOR GRAB HANDLE "A" PILLAR

There shall be two (2) rubber covered 11.00 inch grab handles installed inside the cab, one on each “A” post at the left and right door openings. The left handle shall be located 7.88 inches above the bottom of the door window opening and the right handle shall be located 2.88 inches above the bottom of the door window opening. The handles shall assist personnel in entering and exiting the cab.

1332-008

Y__ N__

INTERIOR GRAB HANDLE FRONT DOOR

Each front door shall include one (1) ergonomically contoured 9.00 inch cast aluminum handle mounted horizontally on the interior door panels. The handles shall feature a textured black powder coat finish to assist personnel entering and exiting the cab.

1345-006

Y__ N__

INTERIOR GRAB HANDLE REAR DOOR

A black Spar-Liner coated cast aluminum assist handle shall be provided on the inside of each rear crew door. The 30.00 inch long handle shall extend horizontally the width of the window just above the window sill. The handle shall assist personnel in exiting and entering the cab.

1301-001

Y__ N__

INTERIOR TRIM VINYL COLOR

The cab interior vinyl trim surfaces shall be black in color.

1337-002

Y__ N__

INTERIOR TRIM SUN VISOR

The header shall include two (2) 7.00 inches high X 18.00 inches wide impact resistant, transparent acrylic polycarbonate sun visors with a smoke gray tint shall be provided and installed on the header above the driver and officer.

The see thru visors are designed for maximum flexibility of positioning utilizing an arm with virtually unlimited adjustability with 13.50 inch long lateral travel of the tinted visor at the end of the arm which can be locked in place by a thumbscrew.

The visors are easily adjusted and can be placed into a chosen position with one hand. The sun visors will help protect vehicle occupants from solar glare without obscuring their vision.

1304-002

Y__ N__

INTERIOR FLOOR MAT COLOR

The cab interior floor mat shall be black in color.

1335-012

Y__ N__

CAB PAINT INTERIOR

The inner door panel surfaces shall be coated with Spar-Liner black pebble-grain texture finish.

1371-012

Y__ N__

HEADER TRIM INTERIOR PAINT

The metal surfaces in the header area shall be coated with black Spar-Liner.

1370-013

Y__ N__

TRIM CENTER DASH INTERIOR PAINT

The entire center dash shall be coated with black Spar-Liner. Any accessory pods attached to the dash shall also be coated with this material.

1378-013

Y__ N__

TRIM LEFT HAND DASH INTERIOR PAINT

The left hand dash shall be coated with black Spar-Liner.

1373-013

Y__ N__

TRIM RIGHT HAND DASH INTERIOR PAINT

The right hand dash shall be coated with black Spar-Liner.

1344-002

Y__ N__

DASH PANEL GROUP

The main center dash area shall include three (3) removable panels located one (1) to the right of the driver position, one (1) in the center of the dash and one (1) to the left of the officer position. The center panel shall be within comfortable reach of both the driver and officer.

1312-002

Y__ N__

SWITCHES CENTER PANEL

The center dash panel shall include six (6) switch positions in the upper left portion of the panel.

A rocker switch with a blank legend installed directly above shall be provided for any position without a switch and legend designated by a specific option. The non-specified switches shall be two-position, black switches with a green indicator light. Each blank switch legend can be custom engraved by the body manufacturer. All switch legends shall have backlighting provided.

1313-006

Y__ N__

SWITCHES LEFT PANEL

The left dash panel shall include four (4) switches. There shall be three (3) across the top of the panel with one (1) below. Two (2) of the top row of switches shall be rocker type and the left one (1) shall be the windshield wiper/washer control switch. The lower switch shall be a rocker type switch.

A rocker switch with a blank legend installed directly above shall be provided for any position not designated by a specific option. The non-designated switches shall be two-position, black switches with a green indicator light. Each blank switch legend can be custom engraved by the body manufacturer. All switch legends shall have backlighting provided.

1314-001

Y__ N__

SWITCHES RIGHT PANEL

The right dash panel shall include no rocker switches or legends.

1225-007

Y__ N__

SEAT BELT WARNING

A Weldon seat belt warning system, integrated with the Vehicle Data Recorder system, shall be installed for each seat within the cab. The system shall provide a visual warning indicator in the Vista display and control screen(s), an indicator light in the instrument panel, and an audible alarm.

The warning system shall activate when any seat is occupied with a minimum of 60 pounds, the corresponding seat belt remains unfastened, and the park brake is released. The warning system shall also activate when any seat is occupied, the corresponding seat belt was fastened in an incorrect sequence, and the park brake is released. Once activated, the visual indicators and audible alarm shall remain active until all occupied seats have the seat belts fastened.

1237-001

Y__ N__

SEAT MATERIAL

The seats shall include a covering of high strength, wear resistant fabric made of durable ballistic polyester. A PVC coating shall be bonded to the back side of the material to help protect the seats from UV rays and from being saturated or contaminated by fluids. Common trade names for this material are Imperial 1200 and Durawear.

1243-003

Y__ N__

SEAT COLOR

All seats supplied with the chassis shall be black in color. All seats shall include red seat belts.

1249-072

Y__ N__

SEAT BACK LOGO

The seat back shall include the "Spartan ERV" logo. The logo shall be centered on the standard headrest of the seat back and on the left side of a split headrest.

1201-007

Y__ N__

SEAT DRIVER

The driver's seat shall be an H.O. Bostrom Firefighter Sierra model seat. The seat shall feature eight-way electric positioning. The eight positions shall include up and down, fore and aft with 8.00 inches of travel, back angle adjustment and seat rake adjustment. The seat shall feature integral springs to isolate shock.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt, automatic retractor and buckle as an integral part of the seat assembly.

The minimum vertical dimension from the seat H-point to the ceiling for this belted seating position shall be 35.00 inches measured with the seat height adjusted to the lowest position of travel.

This model of seat shall have successfully completed the static load tests set forth by FMVSS 207, 209, and 210 in effect at the time of manufacture. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity.

The materials used in construction of the seat shall also have successfully completed testing with regard to the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which dictates the allowable burning rate of materials in the occupant compartments of motor vehicles.

1213-025

Y__ N__

SEAT BACK DRIVER

The driver's seat shall include a standard seat back incorporating the all belts to seat feature (ABTS). The seat back shall feature a contoured head rest.

1219-001

Y__ N__

SEAT MOUNTING DRIVER

The driver's seat shall be installed in an ergonomic position in relation to the cab dash.

8102-103

Y__ N__

OCCUPANT PROTECTION DRIVER

The driver's position shall be equipped with the Advanced Protection System™ (APS). The APS shall selectively deploy integrated systems to protect against injuries in qualifying frontal impact, side impact, and rollover events. The increase in survivable space and security of the APS shall also provide ejection mitigation protection.

The driver's seating area APS shall include:

- Advanced seat belt system - retractor pre-tensioner tightens the seat belt around the driver, securing the occupant in the seat and the load limiter plays out some of the seat belt webbing to reduce seat belt to chest and torso force upon impact as well as mitigate head and neck injuries.

- Large side curtain airbag - protects the driver's head, neck, and upper body from dangerous cab side surfaces and contact points with intrusive surfaces as a result of a collision as well as provides ejection mitigation protection to the driver in a qualifying event by covering the window and the upper portion of the door.
- Dual knee airbags (patent pending) with energy management mounting (patent pending) - protects the driver's lower body from dangerous surface contact injuries, acceleration injuries, and from intrusion as well as locks the lower body in place so the upper body shall be slowed by the load limiting seat belt.

Steering wheel airbag - protects the driver's head, neck, and upper torso from contact injuries, acceleration injuries, and contact points with intrusive surfaces as a result of a collision.

1284-002

Y__ N__

ARMREST DRIVER

The seat for the driver position shall include an armrest on the inboard side of the seat. The armrest shall be covered with black urethane material and shall be an integral part of the seat.

1202-005

Y__ N__

SEAT OFFICER

The officer's seat shall be an H.O. Bostrom Firefighter model seat. The seat shall feature two-way manual adjustment and shall include a tapered and padded seat cushion. The seat shall also feature integral springs to isolate shock.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt, automatic retractor and buckle as an integral part of the seat assembly.

The minimum vertical dimension from the seat H-point to the ceiling for this belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207, 209, 210 and 302 in effect at the time of manufacture. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

1214-030

Y__ N__

SEAT BACK OFFICER

The officer's seat shall feature a SecureAll™ SCBA locking system which shall be one bracket model and store most U.S. and International SCBA brands and sizes while in transit or for storage within the seat back. The bracket shall be easily adjustable for all SCBA brands and cylinder diameters. All adjustment points shall utilize similar hardware and adjustments shall be made with one tool.

The bracket shall be adjustable to compensate for different cylinder lengths without the use of tools. The adjustment shall be made by raising a lever and moving the top clamp vertically.

The bracket system shall be free of straps and clamps that may interfere with auxiliary equipment on SCBA units. The center guide fork shall keep the SCBA tank in place for a safe and comfortable fit in the seat back cavity. The SCBA unit simply needs to be pushed against the pivot arm to engage the patented auto- locking system. Once the lock is engaged, the top clamp shall surround the top of the SCBA tank for a secure fit in all directions.

The SecureAll™ shall include a release handle which shall be integrated into the seat cushion for quick and easy release. This shall eliminate the need for straps or pull cords to interfere with other SCBA equipment.

The seat back shall include a removable padded cover which shall be provided over the SCBA cavity.

1220-002

Y__ N__

SEAT MOUNTING OFFICER

The officer's seat shall be installed in an ergonomic position in relation to the cab dash.

8103-103

Y__ N__

OCCUPANT PROTECTION OFFICER

The officer's position shall be equipped with the Advanced Protection System™ (APS). The APS shall selectively deploy integrated systems to protect against injuries in qualifying frontal impact, side impact, and rollover events. The increase in survivable space and security of the APS shall also provide ejection mitigation protection.

The officer's seating area APS shall include:

- Advanced seat belt system - retractor pre-tensioner tightens the seat belt around the officer, securing the occupant in the seat and the load limiter plays out some of the seat belt webbing to reduce seat belt to chest and torso force upon impact as well as mitigate head and neck injuries.
- Large side curtain airbag - protects the officer's head, neck, and upper body from dangerous cab side surfaces and contact points with intrusive surfaces as a result of a collision as well as provides ejection mitigation protection to the officer in a qualifying event by covering the window and the upper portion of the door.

Knee airbags - protects the officer's lower body from dangerous surface contact injuries, acceleration injuries, and from contact points with intrusive surfaces as a result of a collision as well as locks the lower body in place so the upper body shall be slowed by the load limiting seat belt.

1297-002

Y__ N__

POWER SEAT WIRING

The power seat or seats installed in the cab shall be wired directly to battery power.

1263-001

Y__ N__

SEAT REAR FACING OUTER LOCATION

The crew area shall include two (2) rear facing crew seats, which include one (1) located directly behind the left side front seat and one (1) located directly behind the right side front seat.

1203-007

Y__ N__

SEAT CREW REAR FACING OUTER

The crew area shall include a seat in the rear facing outboard position which shall be a H.O. Bostrom Firefighter series. The seat shall feature a tapered and padded seat, and cushion. The seat and cushion shall be spring load hinged and compact in design for additional room and shall remain in the stored position until occupied.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant.

The minimum vertical dimension from the seat H-point to the ceiling for each belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

1215-027

Y__ N__

SEAT BACK REAR FACING OUTER

The rear facing outboard seat shall feature a Bostrom SecureAll™ self contained breathing apparatus (SCBA) locking system which shall store most U.S. and International SCBA brands and bottle sizes while in transit or for storage within the seat back. The bracket shall be easily adjustable for all SCBA brands and cylinder diameters. All adjustment points shall utilize similar hardware and adjustments shall be made with one tool.

The bracket shall be adjustable to compensate for different cylinder lengths without the use of tools. The adjustment shall be made by raising a lever and moving the top clamp vertically.

The bracket system shall be free of straps that may interfere with auxiliary equipment on SCBA units. The center guide fork shall keep the SCBA tank in place for a safe and comfortable fit in the seat back cavity. The SCBA unit simply needs to be pushed against the pivot arm to engage the patented auto-locking system. Once the lock is engaged, the top clamp shall surround the top of the SCBA tank for a secure fit in all directions.

The SecureAll™ shall include a release handle which shall be integrated into the center of the bottom seat cushion for easy access and to eliminate hooking the release handle with clothing or other equipment.

The seat back shall include a removable padded cover which shall be provided over the SCBA cavity.

1221-009

Y__ N__

SEAT MOUNTING REAR FACING OUTER

The rear facing outer seats shall offer special mounting positions which shall be 2.00 inches towards the rear wall offering additional space between the front seats and the outer rear facing seats.

8104-103

Y__ N__

OCCUPANT PROTECTION RFO

The rear facing outer seat position(s) shall be equipped with the Advanced Protection System™ (APS). The APS shall selectively deploy integrated systems to protect against injuries in qualifying frontal impact, side impact, and rollover events. The increase in survivable space and security of the APS shall also provide ejection mitigation protection.

Each rear facing outer seating position APS shall include:

- APS advanced seat belt system - retractor pre-tensioners tighten the seat belts around each occupant, securing the occupants in seats and load limiters play out some of the seat belt webbing to reduce seat belt to chest and torso force upon impact as well as mitigate head and neck injuries.

Side curtain airbag - protects each occupant's head, neck, and upper body from dangerous cab side surfaces and contact points with intrusive surfaces as a result of a collision as well as provides ejection mitigation protection to each occupant in a qualifying event by covering the windows and walls adjacent to each seating position with an airbag custom designed for each cab configuration.

1273-001

Y__ N__

SEAT BELT ORIENTATION CREW

The crew position seat belts shall follow the standard orientation which extends from the outboard shoulder extending to the inboard hip.

1266-001

Y__ N__

SEAT FORWARD FACING CENTER LOCATION

The crew area shall include two (2) forward facing center crew seats with both located at the center of the rear wall.

1206-012

Y__ N__

SEAT CREW FORWARD FACING CENTER

The crew area shall include a seat in the forward facing center position which shall be a H.O. Bostrom Firefighter series. The seat shall feature a tapered and padded seat, and cushion. The seat and cushion shall be hinged and compact in design for additional room and shall remain in the stored position until occupied.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant.

The minimum vertical dimension from the seat H-point to the ceiling for each belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

1218-031

Y__ N__

SEAT BACK FORWARD FACING CENTER

The forward facing center seat shall feature a SecureAll™ self contained breathing apparatus (SCBA) locking system which shall be one bracket model and store most U.S. and International SCBA brands and sizes while in transit or for storage within the seat back. The bracket shall be easily adjustable for all SCBA brands and cylinder diameters. All adjustment points shall utilize similar hardware and adjustments shall be made with one tool.

The bracket shall be adjustable to compensate for different cylinder lengths without the use of tools. The adjustment shall be made by raising a lever and moving the top clamp vertically.

The bracket system shall be free of straps and clamps that may interfere with auxiliary equipment on SCBA units. The center guide fork shall keep the SCBA tank in place for a safe and comfortable fit in the seat back cavity. The SCBA unit simply needs to be pushed against the pivot arm to engage the patented auto- locking system. Once the lock is engaged, the top clamp shall surround the top of the SCBA tank for a secure fit in all directions.

The SecureAll™ shall include a release handle which shall be integrated into the seat cushion for quick and easy release. This shall eliminate the need for straps or pull cords to interfere with other SCBA equipment.

The seat back shall include a removable padded cover which shall be provided over the SCBA cavity.

1224-002

Y__ N__

SEAT MOUNTING FORWARD FACING CENTER

The forward facing center seats shall be installed facing the front of the cab.

8107-102

Y__ N__

OCCUPANT PROTECTION FFC

The forward facing center seat position(s) shall be equipped with the Advanced Protection System™ (APS). The APS shall selectively deploy integrated systems to protect against injuries in qualifying frontal impact, side impact, and rollover events. The increase in survivable space and security of the APS shall also provide ejection mitigation protection.

Each forward facing center seating position APS shall include:

- APS advanced seatbelt system - retractor pre-tensioners tighten the seat belts around each occupant, securing the occupants in seats and load limiters play out some of the seat belt webbing to reduce seat belt to chest and torso force upon impact as well as mitigate head and neck injuries.

Side curtain airbag - provides ejection mitigation protection to each occupant in a qualifying event by covering the windows and walls adjacent to crew seating with an airbag custom designed for each cab configuration.

1269-101

Y__ N__

SEAT FRAME FORWARD FACING

The forward facing center seating positions shall include an enclosed seat frame located and installed on the rear wall. The seat frame shall measure 42.38 inches wide X 12.38 inches high X 22.00 inches deep. The seat frame shall be constructed of Marine Grade 5052-H32 0.19 inch thick aluminum plate. The seat box shall be painted with the same color as the remaining interior.

1281-101

Y__ N__

SEAT FRAME FORWARD FACING STORAGE ACCESS

There shall be two (2) access points to the seat frame storage area, one (1) on each side of the seat frame. Each access point shall be covered by a hinged door which measures 15.00 inches in width X 10.63 inches in height.

1311-101

Y__ N__

CAB FRONT UNDERSEAT STORAGE ACCESS

The left and right under seat storage areas shall have a solid aluminum hinged door with non-locking latch.

1355-015

Y__ N__

SEAT COMPARTMENT DOOR FINISH

All underseat storage compartment access doors shall have a protective coating of black Spar-Liner.

1511-003

Y__ N__

WINDSHIELD WIPER SYSTEM

The cab shall include a dual arm wiper system which shall clear the windshield of water, ice and debris. There shall be two (2) windshield wipers which shall be affixed to a radial wet arm. The system shall include a single motor which shall initiate the arm in which both the left hand and right hand windshield wipers are attached, initiating a back and forth motion for each wiper. The wiper motor shall be activated by an intermittent wiper control located within easy reach of the driver's position.

1534-002

Y__ N__

ELECTRONIC WINDSHIELD FLUID LEVEL INDICATOR

The windshield washer fluid level shall be monitored electronically. When the washer fluid level becomes low the yellow "Check Message Center" indicator light on the instrument panel shall illuminate and the message center in the dual air pressure gauge shall display a "Check Washer Fluid Level" message.

1103-002

Y__ N__

CAB DOOR HARDWARE

The cab entry doors shall be equipped with exterior pull handles, suitable for use while wearing firefighter gloves. The handles shall be made of a fiber reinforced plastic composite with a black matt finish.

The interior exit door handles shall be flush paddle type with a black finish, which are incorporated into the upper door panel.

All cab entry doors shall include locks which are keyed alike. The door locks shall be designed to prevent accidental lockout.

1111-001

Y__ N__

DOOR LOCKS

Each cab entry door shall include a manually operated door lock. The each door lock may be actuated from the inside of the cab by means of a red knob located on the paddle handle of the respective door or by using a TriMark key from the exterior. The door locks are designed to prevent accidental lock out.

1503-003

Y__ N__

GRAB HANDLES

The cab shall include one (1) 18.00 inch knurled, anti-slip, one-piece exterior assist handle behind each cab door. The assist handle shall be made of 14 gauge 304- stainless steel and be 1.25 inch diameter to enable easy grabbing with the gloved hand. Each assist handle shall include a stainless steel plate which saves the cab from scuffs through continued use of the handle.

1527-002

Y__ N__

AUXILIARY GRAB HANDLE

There shall be a 7.00 inch molded stainless steel grab handle with a bright finish attached to the front fascia of the cab in the center below the windshield. The handle installation shall include steel reinforcement behind the front cab fascia.

1504-040

Y__ N__

REARVIEW MIRRORS

Ramco model CRM-310-1750-PCHR bus style mirrors shall be provided. The mirror heads shall be injection molded chrome plated ABS plastic and shall measure 9.50 inches wide X 17.50 inches high. The mirrors shall be mounted one (1) on each the driver and officer doors of the cab with polished die-cast aluminum arms.

The mirrors shall feature an upper heated remote controlled flat glass and a lower heated remote controlled convex glass. The mirror control switches shall be located within easy reach of the driver. The mirrors shall be manufactured using the finest quality non-glare glass and shall feature a rigid mounting thereby reducing vibration. The mirrors shall be corrosion free under all weather conditions.

1529-003

Y__ N__

REARVIEW MIRROR HEAT SWITCH

The heat for the rearview mirrors shall be controlled through a virtual button on the Vista display and control screen.

1525-002

Y__ N__

EXTERIOR TRIM REAR CORNER

There shall be mirror finish stainless steel scuff plates on the outside corners at the back of the cab. The stainless steel plate shall be affixed to the cab using two sided adhesive tape.

1513-001

Y__ N__

CAB FENDER

Full width wheel well liners shall be installed on the extruded cab to limit road splash and enable easier cleaning. Each two-piece liner shall consist of an inner liner 16.00 inches wide made of vacuum formed ABS composite and an outer fenderette 3.50 inches wide made of 14 gauge 304 polished stainless steel.

1514-002

Y__ N__

MUD FLAPS FRONT

The front wheel wells shall have mud flaps installed on them.

1526-015

Y__ N__

CAB EXTERIOR FRONT & SIDE EMBLEMS

The cab shall include one (1) Spartan ERV emblem installed on the front air intake grille and one (1) chassis emblem with an integrated model nameplate installed on the exterior of the cab on the lower forward portion of the front driver and officer side doors.

1502-030

Y__ N__

CAB EXTERIOR MODEL NAMEPLATE

The cab shall include custom “Gladiator Advanced Protection System” nameplates integrated into the side emblem.

5109-001

Y__ N__

IGNITION

A master battery system with a keyless start ignition system shall be provided. Each system shall be controlled by a one-quarter turn Cole Hersee switch, both of which shall be mounted to the left of the steering wheel on the dash. A chrome push type starter button shall be provided adjacent to the master battery and ignition switches.

Each switch shall illuminate a green LED indicator light on the dash when the respective switch is placed in the “ON” position.

The starter button shall only operate when both the master battery and ignition switches are in the “ON” position.

5101-002

Y__ N__

BATTERY

The single start electrical system shall include six (6) Harris BCI 31 950 CCA batteries with a 210 minute reserve capacity and 4/0 welding type dual path starter cables per SAE J541. The cables shall have encapsulated ends with heat shrink and sealant.

5106-003

Y__ N__

BATTERY TRAY

The batteries shall be installed within two (2) steel battery trays located on the left side and right side of the chassis, securely bolted to the frame rails. The battery trays shall be coated with the same material as the frame.

The battery trays shall include drain holes in the bottom for sufficient drainage of water. A durable, non-conducting, interlocking mat made by Dri-Dek shall be installed in the bottom of the trays to allow for air flow and help prevent moisture build up. The batteries shall be held in place by non-conducting phenolic resin hold down boards.

5107-007

Y__ N__

BATTERY BOX COVER

Each battery box shall include a steel cover which protects the top of the batteries. Each cover shall include flush latches which shall keep the cover secure as well as a black powder coated handle for convenience when opening.

5102-001

Y__ N__

BATTERY CABLE

The starting system shall include cables which shall be protected by 275 degree F. minimum high temperature flame retardant loom, sealed and encapsulated at the ends with heat shrink and sealant.

5108-002

Y__ N__

BATTERY JUMPER STUD

The starting system shall include battery jumper studs. These studs shall be located in the forward most portion of the driver's side lower step. The studs shall allow the vehicle to be jump started, charged, or the cab to be raised in an emergency in the event of battery failure.

5104-002

Y__ N__

ALTERNATOR

The charging system shall include a 320 amp Leece-Neville 12 volt alternator. The alternator shall include a self-exciting integral regulator.

5202-024

Y__ N__

BATTERY CONDITIONER

A Kussmaul 1200 Pump Plus battery conditioner shall be supplied. The battery conditioner shall be mounted in the cab in the LH rear facing outer seating position.

5203-002

Y__ N__

BATTERY CONDITIONER DISPLAY

A Kussmaul battery conditioner display shall be supplied. The battery conditioner display shall be mounted in the cab, viewable through the cab mid side window behind the left front door.

3314-005

Y__ N__

AUXILIARY AIR COMPRESSOR

A Kussmaul Pump 12V air compressor shall be supplied. The air compressor shall be installed behind the driver's seat. The air compressor shall be plumbed to the air brake system to maintain air pressure.

5204-055

Y__ N__

ELECTRICAL INLET

A Kussmaul 20 amp super auto-eject electrical receptacle shall be supplied. It shall automatically eject the plug when the starter button is depressed.

A single item or an addition of multiple items must not exceed the rating of the electric inlet that it's connected to.

Amp Draw Reference List:

Kussmaul 1000 Charger - 3.5 Amps

Kussmaul 1200 Charger - 10 Amps

Kussmaul 35/10 Charger - 10 Amps

1000W Engine Heater - 8.33 Amps

1500W Engine Heater - 12.5 Amps

120V Air Compressor - 4.2 Amps

5209-002

Y__ N__

ELECTRICAL INLET LOCATION

An electrical inlet shall be installed on the left hand side of cab over the wheel well.

5210-004

Y__ N__

ELECTRICAL INLET CONNECTION

The electrical inlet shall be connected to the battery conditioner.

5206-002

Y__ N__

ELECTRICAL INLET COLOR

The electrical inlet connection shall include a yellow cover.

5301-100

Y__ N__

HEADLIGHTS

The cab front shall include four (4) rectangular halogen headlamps with separate high and low beams mounted in bright chrome bezels.

5303-005

Y__ N__

FRONT TURN SIGNALS

The front fascia shall include two (2) Whelen model 600 4.00 inch X 6.00 inch programmable amber LED turn signals which shall be installed in polished aluminum housing above and outboard of the front warning and head lamps.

5337-001

Y__ N__

HEADLIGHT LOCATION

The headlights shall be located on the front fascia of the cab directly below the front warning lights.

5336-003

Y__ N__

SIDE TURN/MARKER LIGHTS

The sides of the cab shall include two (2) LED round side marker lights which shall be provided just behind the front cab radius corners.

5302-003

Y__ N__

MARKER AND ICC LIGHTS

In accordance with FMVSS, there shall be five (5) LED cab marker lamps designating identification, center and clearance provided. These lights shall be installed on the face of the cab within full view of other vehicles from ground level.

5350-060

Y__ N__

HEADLIGHT AND MARKER LIGHT ACTIVATION

The headlights and marker lights shall be controlled via a virtual button on the Vista display. There shall be a virtual dimmer control on the Vista display to adjust the brightness of the dash lights. The headlamps shall be equipped with the "Daytime Running" light feature, which shall illuminate the headlights to 80% brilliance when the battery master switch is in the "On" position and the parking brake is released.

5308-010

Y__ N__

GROUND LIGHTS

Each door shall include an NFPA compliant LED ground light mounted to the underside of the cab step below each door. The lights shall include a polycarbonate lens, a housing which is vibration welded and LEDs which shall be shock mounted for extended life. The ground lighting shall be activated by the opening of the door on the respective cab side as well as through a virtual button on the Vista display and control screen.

5309-003

Y__ N__

STEP LIGHTS

The middle step located at each door shall include a recess mounted 4.00 inch round LED light which shall activate with the opening of the respective door.

5312-003

Y__ N__

ENGINE COMPARTMENT LIGHT

There shall be an LED NFPA compliant light mounted under the engine tunnel for area work lighting on the engine. The light shall include a polycarbonate lens, a housing which is vibration welded and a bulb which shall be shock mounted for extended life. The light shall activate automatically when the cab is tilted.

5306-002

Y__ N__

SIDE SCENE LIGHTS

The side of the cab shall include two (2) Whelen model 810 scene lights, one (1) each side which shall be surface mounted. The Whelen lights shall offer halogen lighting with 8 to 32-degree internal optics.

5318-003

Y__ N__

SIDE SCENE LIGHT LOCATION

The scene lighting located on the left and right sides of the cab shall be mounted in the upper forward portion of the cab between the front and rear crew doors.

5316-008

Y__ N__

SIDE SCENE ACTIVATION

The scene lights shall be activated by two (2) virtual buttons on the Vista display and control screen(s), one (1) for each light, and by opening the respective side cab doors.

5305-156

Y__ N__

INTERIOR OVERHEAD LIGHTS

The cab shall include a two-section, red and clear Weldon incandescent dome lamp located over each door. The dome lamps shall be rectangular in shape and shall measure approximately 9.50 inches in length X 5.00 inches in width with a black colored bezel. The clear portion of each lamp shall be activated by opening the respective door and via the multiplex display and both the red and clear portion can be activated by individual switches on each lamp.

An additional two-section Weldon incandescent red and clear lamp shall be provided over the engine tunnel which can be activated by individual switches on the lamp.

5307-005

Y__ N__

CAB SPOTLIGHTS

The cab shall include two (2) Unity 325 series spotlights. The spotlights shall be mounted one (1) on each side of the cab just above the outer end of the windshield. The spotlights shall feature a 12 volt, 100 watt PAR-46 halogen lamp with 350,000 candle power output in a 6.00 inch diameter chrome plated plastic head and a rubber grip control handle.

5406-001

Y__ N__

DO NOT MOVE APPARATUS LIGHT

The front headliner of the cab shall include a flashing red light clearly labeled "Do Not Move Apparatus". In addition to the flashing red light, an audible alarm shall be included which shall sound while the light is activated.

The flashing red light shall be 6.00 inches long X 2.50 inches wide X 1.75 inches high and shall be located centered left to right for greatest visibility.

The light and alarm shall be interlocked for activation when either a cab door is not firmly closed or an apparatus compartment door is not closed, and the parking brake is released.

5422-002

Y__ N__

MASTER WARNING SWITCH

A master switch shall be included, as a virtual button on the Vista display and control screen which shall be labeled "E Master" for identification. The button shall feature control over all devices wired through it. Any warning device switches left in the "ON" position when the master switch is activated shall automatically power up.

5409-002

Y__ N__

HEADLIGHT FLASHER

An alternating high beam headlight flashing system shall be installed into the high beam headlight circuit which shall allow the high beams to flash alternately from left to right.

Deliberate operator selection of high beams will override the flashing function until low beams are again selected. Per NFPA, these clear flashing lights will also be disabled "On Scene" when the park brake is applied.

5425-003

Y__ N__

HEADLIGHT FLASHER SWITCH

The flashing headlights shall be activated through a virtual button on the Vista display and control screen.

5401-002

Y__ N__

INBOARD FRONT WARNING LIGHTS

The cab front fascia shall include two (2) Whelen 600 series Super LED front warning lights in the left and right inboard positions. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the front fascia of the cab within a chrome bezel.

5413-003

Y__ N__

INBOARD FRONT WARNING LIGHTS COLOR

The warning lights mounted on the cab front fascia in the inboard positions shall be red with a clear lens.

5414-002

Y__ N__

OUTBOARD FRONT WARNING LIGHTS

The cab front fascia shall include two (2) Whelen 600 series Super LED front warning lights in the left and right outboard positions. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the front fascia of the cab within a chrome bezel.

5415-003

Y__ N__

OUTBOARD FRONT WARNING LIGHTS COLOR

The warning lights mounted on the cab front fascia in the outboard position shall be red with a clear lens.

5423-003

Y__ N__

FRONT WARNING SWITCH

The front warning lights shall be controlled through a virtual control on the Vista display and control screen. This switch shall be clearly labeled for identification.

5404-002

Y__ N__

INTERSECTION WARNING LIGHTS

The chassis shall include two (2) Whelen 600 series Super LED intersection warning lights, one (1) each side. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors.

5419-003

Y__ N__

INTERSECTION WARNING LIGHTS COLOR

The intersection lights shall be red with a clear lens.

5420-002

Y__ N__

INTERSECTION WARNING LIGHTS LOCATION

The intersection lights shall be mounted on the side of the bumper.

5402-002

Y__ N__

SIDE WARNING LIGHTS

The cab sides shall include two (2) Whelen 600 series Super LED warning lights, one (1) on each side. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the sides of the cab within a chrome bezel.

5418-003

Y__ N__

SIDE WARNING LIGHTS COLOR

The warning lights located on the side of the cab shall be red with clear lens.

5412-002

Y__ N__

SIDE WARNING LIGHTS LOCATION

The warning lights on the side of the cab shall be mounted over the front wheel well directly over the center of the front axle.

5424-003

Y__ N__

SIDE AND INTERSECTION WARNING SWITCH

The side warning lights shall be controlled through a virtual button on the Vista display and control screen. This button shall be clearly labeled for identification.

5510-004

Y__ N__

SIREN CONTROL HEAD

A Whelen 295HFS2 electronic siren control head with remote amplifier shall be provided and flush mounted in the switch panel with a location specific to the customer's needs. The siren shall feature 200-watt output, hands free mode and shall be in "standby" mode awaiting instruction. The siren shall offer radio broadcast, public address, wail, yelp, or piercer tones and hands free operation which shall allow the operator to turn the siren on and off from the horn ring if a horn/siren selector switch option is also selected.

5514-005

Y__ N__

HORN BUTTON SELECTOR SWITCH

A virtual button on the Vista display and control screen shall be provided to allow control of either the electric horn or the air horn from the steering wheel horn button. The electric horn shall sound by default when the selector switch is in either position to meet FMCSA requirements.

5512-003

Y__ N__

AIR HORN ACTIVATION

The air horn activation shall be accomplished by the steering wheel horn button for the driver and a right hand side Linemaster model SP491-S81 foot switch for the officer. An air horn activation circuit shall be provided to the chassis harness pump panel harness connector.

5513-006

Y__ N__

MECHANICAL SIREN ACTIVATION

The mechanical siren shall be actuated by two (2) Linemaster model SP491-S81 foot switches mounted in the front section of the cab for use by the driver and officer. Two (2) red momentary siren brake rocker switches shall be provided in the switch panel on the dash.

The siren shall only be active when master warning switch is on to prevent accidental engagement.

5505-002

Y__ N__

BACK-UP ALARM

An ECCO model 575 backup alarm shall be installed at the rear of the chassis with an output level of 107 dB. The alarm shall automatically activate when the transmission is placed in reverse.

5601-019

Y__ N__

INSTRUMENTATION

An ergonomically designed instrument panel shall be provided. Each gauge shall be backlit with LED lamps. Stepper motor movements shall drive all gauges. The instrumentation system shall be multiplexed and shall receive ABS, engine, and transmission information over the J1939 data bus to reduce redundant sensors and wiring.

The instrument panel shall contain the following gauges:

One (1) electronic speedometer shall be included. The primary scale on the speedometer shall read from 0 to 100 MPH, and the secondary scale on the speedometer shall read from 0 to 160 KM/H.

One (1) electronic tachometer shall be included. The scale on the tachometer shall read from 0 to 3000 RPM.

One (1) two-movement gauge displaying primary system, and secondary system air volumes and integral LCD odometer/trip odometer shall be included on the lower portion of the LCD. The scale on the air pressure gauges shall read from 0 to 150 pounds per square inch (PSI). The air pressure scales shall be linear to operate with an accuracy of 1 degree of the measured data with a red indication zone on the gauge showing critical levels of air pressure. A red indicator light in the gauge shall indicate a low air pressure, as well as a message on the LCD screen. The odometer shall display up to 9,999,999.9 miles. The trip odometer shall display 9,999.9 miles. The LCD shall display Transmission Temperature in degrees Fahrenheit on the upper portion of the LCD. The LCD screen shall also be capable of displaying certain diagnostic functions.

One (1) four-movement gauge displaying engine oil pressure, coolant temperature, fuel level, voltmeter, and an *indicator bar displaying Diesel Exhaust Fluid (DEF) LED bar shall be included. The scale on the engine oil pressure gauge shall read from 0 to 120 pounds per square inch (PSI). The engine oil pressure scale shall be linear to operate with an accuracy of 1 degree of the measured. A red indicator light in the gauge shall indicate a low engine oil pressure, as well as a message on the LCD screen. The scale on the coolant temperature gauge shall read from 100 to 250 degrees Fahrenheit (F). The coolant temperature scale shall be linear to operate with an accuracy of 1 degree of the measured data with a red indication zone on the gauge showing critical levels of air pressure. A red indicator light in the gauge

shall indicate high coolant temperature, as well as a message on the LCD screen. The scale on the fuel level gauge shall read from empty to full as a percentage of fuel remaining. An amber indicator light shall indicate low fuel at 25% tank level. The scale on the voltmeter shall read from 10 to 16 volts with a red indication zone on the gauge showing critical levels of battery voltage. A red indicator light shall indicate high or low system voltage, as well as a message on the LCD screen. The scale on the DEF LED bar will consist of four (4) LEDs displaying levels in increments of 25% of useable DEF in green. Upon decreasing levels, the indicator bar will change colors to notify the driver of decreasing levels of DEF and action will be required. An amber indicator light shall indicate low levels of DEF, as well as a message on the LCD screen and an audible alarm.

The instrument panel shall include a light bar that contains the following LED indicator lights and produce the following audible alarms in applicable configurations:

RED LAMPS

Stop Engine-indicates critical engine fault
Air Filter Restricted-indicates excessive engine air intake restriction
Park Brake-indicates parking brake is set
Seat Belt Indicator-indicates when a seat is occupied and corresponding seat belt remains unfastened
Low Coolant-indicates engine coolant is required

AMBER LAMPS

MIL-indicates an engine emission control system fault
Check Engine-indicates engine fault
Check Trans-indicates transmission fault
High Transmission Temperature-indicates excessive transmission oil temperature
ABS-indicates anti-lock brake system fault
HEST-indicates a high exhaust system temperature
Water in Fuel-indicates presence of water in fuel filter
*DPF-indicates a restriction of the diesel particulate filter
*Regen Inhibit-indicates regeneration has been postponed due to user interaction
Range Inhibit-indicates a transmission operation is prevented and requested shift request may not occur.
*SRS-indicates a problem in the supplemental restraint system
Check Message-Turn Signal On
Check Message-Door Ajar
Check Message-Cab Ajar
Check Message-ESC Active
*Check Message-DPF Regen Active
Check Message-No Engine Data
Check Message-No Transmission Data
Check Message-No ABS Data
Check Message-No Data All Communication With The Vehicle Systems Has Been Lost
Check Message-Check Engine Oil Level
Check Message-Check Washer Fluid Level
Check Message-Check Power Steering Fluid Level
Check Message-Low Transmission Fluid Level
Check Message-Check Coolant Level

GREEN LAMPS

Left and Right turn signal indicators

ATC-indicates low wheel traction for automatic traction control equipped vehicles, also indicates mud/snow mode is active for ATC system
High Idle-indicates engine high idle is active.
Cruise Control-indicates cruise control is active
OK to Pump-indicates the pump engage conditions have been met
Pump Engaged-indicates the pump is currently in use
Auxiliary Brake-indicates secondary braking device is active

BLUE LAMP

High Beam Indicator

WHITE LAMP

Wait to Start-indicates active engine air preheat cycle

CONSTANT AUDIBLE ALARMS FROM GAUGE PACKAGE

High Trans Temp
High or Low Voltage
Seatbelt
Check Engine
Check Transmission
Stop Engine
Low Air Pressure
Fuel Low
Water in Fuel
ESC
High Coolant Temperature
Low Engine Oil Pressure
Low Coolant Level
*Low DEF Level
Air Filter Restricted
Extended Left and Right Turn Remaining On
Cab Ajar
Door Ajar
ABS System Fault
*SRS (Supplemental Restraint System) Fault

EXTERNAL AUDIBLE ALARMS

Air Filter
Cab Ajar
Door Ajar
Seatbelt
Check Engine
Stop Engine
Low Air Pressure
Water in Fuel
*Low DEF
ABS System Fault
*SRS (Supplemental Restraint System) Fault
High or Low Voltage

*Items marked with an asterisk are provided only in applicable configurations.

5624-001

Y__ N__

BACKLIGHTING COLOR

The instrumentation gauges and the switch panel legends shall be backlit using red LED backlighting.

5701-019

Y__ N__

RADIO

A Jensen radio with weather band, AM/FM stereo receiver, compact disc (CD) player, rear iPod input pigtail connector, satellite radio capability, a front panel mini stereo input jack, and four (4) speakers shall be installed in the cab. The CD player shall be compatible with CD-R, CD-RW and MP3 format discs. The radio shall be installed in the left hand overhead position. The speakers shall be installed inside the cab with two (2) speakers recessed within the headliner of the front of the cab just behind the windshield and two (2) speakers on the upper rear wall of the cab.

5707-002

Y__ N__

AM/FM ANTENNA

A small antenna shall be located on the left hand side of the cab roof for AM/FM and weather band reception.

5706-027

Y__ N__

CAMERA

An Audiovox Voyager heavy duty rearview camera system shall be supplied. The system shall include one (1) camera with a teardrop shaped chrome plated housing shall be shipped loose for OEM installation in the body to afford the driver a clear view to the rear of the vehicle and one (1) shall be mounted on the officer side of the cab below windshield ahead of the front door at approximately the same level as the cab door handle.

The cameras shall be wired to dual Weldon Vista displays which shall be located on the driver and officer sides of the dash. The rear camera shall activate when the transmission is placed in reverse and the right camera shall activate with the right side turn signal. Each camera shall also be activated by a button on the Vista displays.

8814-002

Y__ N__

CAB EXTERIOR PROTECTION

The cab face shall have a removable plastic film installed over the painted surfaces to protect the paint finish during transport to the body manufacturer.

8806-001

Y__ N__

FIRE EXTINGUISHER

A 2.50 pound D.O.T approved fire extinguisher with BC rating shall be shipped loose with the cab.

8810-001

Y__ N__

DOOR KEYS

The cab and chassis shall include a total of four (4) door keys for the manual door locks.

8811-003

Y__ N__

DIAGNOSTIC SOFTWARE OCCUPANT PROTECTION

Diagnostic software for the Spartan Advanced Protection System shall be available for free download from the Spartan Chassis website to Spartan authorized OEMs, dealers and service centers, as well as the vehicle owner.

The software has been validated to be compatible with the following RP1210 interface adapters:

- Dearborn Group DPA4 Plus
- Noregon Systems JPRO[®] DLA+
- Cummins INLINE5
- Cummins INLINE6
- NexIQ[™] USB-Link[™]

The software and adapter utilize the SAE J1939-13 heavy duty nine (9) pin connector which is located below the driver's side dash to the left of the steering column.

8003-067

Y__ N__

WARRANTY

The chassis manufacturer shall provide a limited parts and labor warranty to the original purchaser of the custom built cab and chassis for a period of twenty-four (24) months, or the first 36,000 miles, whichever occurs first. The warranty period shall commence on the date the vehicle is delivered to the end user. The warranty shall include conditional items listed in the detailed warranty document which shall be provided upon request.

8030-006

Y__ N__

CHASSIS OPERATION MANUAL

There shall be two (2) digital copies of the chassis operation manual provided with the chassis. The digital data shall include a parts list specific to the chassis model.

8031-024

Y__ N__

ENGINE AND TRANSMISSION OPERATION MANUALS

The following manuals specific to the engine and transmission models ordered will be included with the chassis in the ship loose items:

(1) Digital copy of the Engine Owner's manual

(1) Digital copy of the Transmission Operator's manual

(1) Hard copy of the Engine Operation and Maintenance manual with CD

8805-007

Y__ N__

CAB/CHASSIS AS BUILT WIRING DIAGRAMS

The cab and chassis shall include two (2) digital copies of wiring schematics and option wiring diagrams.



QUOTATION

Hi-Tech

El Cerrito Fire Department
Batt. Chief Pigoni
10900 San Pablo Avenue
El Cerrito, CA 94530

Exp. Date: 08/18/2013
Quote No: CAELCE13-1102
08/07/2013

Page 1

PG	PART NO	S	DESCRIPTION	QTY	ID
			== Star RL 103' Aerial/Non Quint BLRPLT - 9.000 05/22/13 ==	1	CRNF
	00-00-0050		*Star Series* Pricing per QW Data Release 9.00 05/22/13	1	CRNF
1	00-00-1100	X	Proposal Page for Late Delivery Penalty	1	CRNF
	00-00-1565		BOILER PLATE - NON QUINT- Star Aerial/Platform/TDA - FD Specs	1	CRNF
2	00-01-1100		-- General Specifications (FD Specs), Aerial/Platform/TDA	1	CRNF
7	00-03-1110		-- Bid (FD Specs) Drawing	1	CRNF
8	00-03-1211		-- Approval / Pre-Con (FD Specs) Drawing NO Pump Panel	1	CRNF
	00-05-2500		-- NO BID SECURITY	1	CRNF
	00-06-2500		-- NO PERFORMANCE BOND	1	CRNF
	00-07-2500		-- NO WARRANTY BOND	1	CRNF
8	00-08-3100		-- Single Source Manufacturer	1	CRNF
9	00-13-1100		-- 2 Sets Supplied Component Information, Arl/Pltfrm/TDA (FD Specs)	1	CRNF
10	00-60-1000	S	-- General Warranty, -2 Year (FD Specs)	1	CRNF
10	00-70-0900	S	-- 10 Year Structural Warranty, Aluminum (FD Specs)	1	CRNF
10	00-80-0500		-- Paint Warranty - 10 year Prorated, Aluminum (FD Specs)	1	CRNF
11	00-91-9100		-- 4 Year Limited Multi-plexed Electrical Warranty, (FD Specs)	1	CRNF
11	00-10-1100		UL Testing - 12 v Electrical Only (1901)	1	CRNF
	00-30-0510		Apparatus Inspections, Aerials/Platform/TDA	1	CRNF
11	00-30-1100	S	-- Factory Preconstruction Conference with Factory Personal	1	CRNF
12	00-30-2000	S	-- Mid-Construction Inspection Conference	1	CRNF
12	00-30-4000	S	-- Final Inspection	1	CRNF
12	00-30-5000		-- Online Customer Interaction	1	CRNF
	00-95-0000		Apparatus Requirements	1	CRNF
13	00-95-1E50		-- NO Maximum Overall Length Requirement (Max OAL)	1	CRNF
13	00-95-2E00	S	-- Maximum Overall Height Requirement (Max OAH)	1	CRNF
13	00-95-3E00		-- Maximum Overall Width, OAW = 99"	1	CRNF
14	00-95-5E50		-- NO Maximum Wheel Base	1	CRNF
	05-10-0100		-- Apparatus Stability System Chassis (***DEALER-REFER TO ENG. NOTES***)	1	CRNF

PG	PART NO	S	DESCRIPTION	QTY	ID
	05-10-1000		-- Stability Control System -Chassis Supplied- ESC BRAKES (SEE ENG NOTE)	1	CRNF
			== Star RL 103' Aerial/Non Quint Chassis - 9.000 05/22/13 ==	1	CRNF
	01-01-1150		SPARTAN CUSTOM CHASSIS, Aerial/Platform/Non Quint	1	CRNF
14	01-01-1000	X	-- ***SparCON** CUSTOM CHASSIS	1	CRNF
	04-00-4400		-- No Drive Line Modification/Pump Mounting	1	CRNF
	04-00-4600		-- Drill Frame for Body Installation	1	CRNF
	04-12-1500		-- Back Up Alarm - Chassis Provided	1	CRNF
	04-18-1200		-- Hazard Light (In-Cab) - Chassis Provided	1	CRNF
	04-92-0100		-- Tire Pressure Observation System- Spartan Chassis	1	CRNF
14	04-92-1001	S	-- VOUCHER For Tire Pressure Indicator Will Be- Chassis Supplied	1	CRNF
	05-02-0100		-- Vehicle Data Recorder & Seat Belts Spartan Chassis	1	CRNF
	05-02-1000		-- VDR Supplied with Chassis	1	CRNF
15	06-11-0250		-- Bumper Extension Chassis Provided	1	CRNF
	06-12-2056		-- NO FRONT HOSE WELL	1	CRNF
	06-22-0025		-- Cab Tilt Options, Non Quint Aerial/Telstar	1	CRNF
15	06-22-0550		-- Cab Tilt Pendant Control -Right Front Compt-	1	CRNF
	06-25-0500		-- Horizontal Exhaust, Spartan Provided	1	CRNF
15	56-05-2000	S	-- Cast Products Rear Fuel Fill Assembly, Aerial/Platform/Pumper/Rescue	2	CRNF
	70-20-1200		-- Engine Compartment Lights - Chassis Supplied	1	CRNF
	04-45-0000		*INTERCOMS/HEADSET PACKAGE & ANTENNA OPTIONS*	1	CRNF
16	04-45-3400	S	-- Fire Com Intercom (4 per./6 pos.) aerial config	1	CRNF
16	04-45-3450		-- Headset/Jack Location	1	CRNF
16	04-46-9000		Tailboard to Cab Buzzer	1	CRNF
	04-50-0000		*ELECTRICAL/AIR CHARGING SYSTEM PACKAGE*	1	CRNF
	04-50-4000		-- Chassis Supplied Charging System Installed	1	CRNF
	04-56-0500		-- No Additional Air Charging System Supplied	1	CRNF
17	04-50-2800		Air Tank Drain Cables -(extended)	1	CRNF
	04-61-0000		Sirens	1	CRNF
17	04-61-1000		-- Chassis supplied siren	1	CRNF
17	04-62-0250		-- Chassis supplied siren speaker(s)	1	CRNF
17	04-85-0250		Air Horns Chassis provided	1	CRNF
17	04-87-0000		Chassis Required Labeling & Miscellaneous Options	1	CRNF
18	04-87-5000		-- Apparatus Information Label (SAE)	1	CRNF
18	04-87-5010		-- Cab Helmet Warning Label	1	CRNF
18	05-15-0100		Helmet Restraints	1	CRNF
19	05-15-0152		-- Helmet Restraints -Dealer Supplied & Installed-	6	CRNF
19	06-20-1000		Mudflaps - Rear Only	1	CRNF
	06-43-0500		Wheel Covers, Chassis Provided	1	CRNF
			== Star RL 103' Aerial/Non Quint NO Plmbng - 9.000 05/22/13 ==	1	CRNF
19	16-20-7655		Aerial Waterway 4" - Rear Inlet Supplied	1	CRNF
19	16-53-2025	S	-- Term: 4" NSTadpt -to- 4-1/2" 30 deg swivel Storz Elbow w/cap (aerial Inlet)	1	CRNF
19	16-60-1060		-- Thuemling Gauge 2.5" BC-LFP-63 0-400 (aerial inlet)	1	CRNF

PG	PART NO	S	DESCRIPTION	QTY	ID
			== Star RL 103' Aerial/Non Quint Body - 9.000 05/22/13 ==	1	CRNF
20	30-11-1250		Formed Aluminum Body Material Construction, Aerial, Platform	1	CRNF
21	30-12-5005		-- Painting/Finsih Specifications - Aluminum, Aerial Platform	1	CRNF
22	30-12-6005		-- Body Paint - Single -, Aerial, Platform	1	CRNF
22	30-12-7000	S	-- Body Paint color to be (Specify)	1	CRNF
23	30-12-6065		-- Compt. Speedliner Finish, Alum	1	CRNF
	30-12-6230		-- No Upper Storage Compartment Speedliner Finish	1	CRNF
23	54-50-1545		-- Diamond Plate front overlays and raw Alum rear overlays (a) {MATCH BODY}	1	CRNF
23	54-50-2120		-- Front 18 Gauge Mirrored Stainless Steel Vertical Overlay Corner Trim	1	CRNF
23	54-50-2220		-- Rear 18 Gauge Mirrored Stainless Steel Vertical Overlay Corner Trim	1	CRNF
24	54-50-5600		-- Catwalks- Approved Stepping Surfaces	1	CRNF
24	56-60-7050	S	-- Fixed Rear Tailboard aerial	1	CRNF
24	56-61-1000		-- Step - 3" Deep	1	CRNF
25	30-13-1800		Wheel Well/General Body Details, Aerial, Platform	1	CRNF
25	30-15-4300		-- Tandem Axle Smart Storage -aluminum & painted- Aerial/Pltfrm	1	CRNF
	30-15-9100		-- NO Roll-Out Drawers for Wheel Well	1	CRNF
	30-15-9100		-- NO Roll-Out Drawers for Wheel Well	1	CRNF
25	30-16-2200	S	-- (2 Extinguishers) (tandem)	1	CRNF
26	30-16-5000		-- located on the left in front of the axle	1	CRNF
26	30-16-2300		-- 6.75" dia. SCBA Compartment (3 SCBA bottles) (tandem)	1	CRNF
26	30-16-7000		-- located on the left between the axles	1	CRNF
26	30-16-2500	S	-- 6.75" dia. SCBA Compartment (1 SCBA) (tandem)	1	CRNF
26	30-16-5500		-- located on the left behind the axle	1	CRNF
26	30-16-2600		-- 6.75" dia. SCBA Compartment (3 SCBA bottles) (tandem)	1	CRNF
26	30-16-7500		-- located on the right between the axles	1	CRNF
27	30-16-2400	S	-- (2 Extinguishers) (tandem)	1	CRNF
27	30-16-6000		-- located on the right in front of the axle	1	CRNF
27	30-16-2700	S	-- 6.75" dia. SCBA Compartment (1 SCBA bottles) (tandem)	1	CRNF
27	30-16-6500		-- located on the right behind the axle	1	CRNF
27	30-17-1300		-- Smart Storage Door -Finish- "Painted"	1	CRNF
27	30-44-1025		-- Door Open Switch/Warning Light - Smart Storage	1	CRNF
28	30-20-1200		Aerial Body Mounting	1	CRNF
28	30-30-1000		Body Width to be 99"	1	CRNF
28	30-31-5005		Compartment Vent System, Aerials	1	CRNF
28	31-40-5600		UNISTRUT (ALL) Body Side Compartments, Aerial/Platform	1	CRNF
29	40-23-2350	S	2695-2 Tandem Axle, RL103' Aerial Body, 4 - H-Style O/R - Full Depth both sides	1	CRNF
31	26-10-5100	S	-- Aerial Compartment, No Pump, 75' Tandem & 103'	1	CRNF
31	26-10-5600	S	-- Locking Flush Fitting Hinged Doors - 57" wide aerial compt	1	CRNF
31	40-53-7000		-- Locking Hinged Doors - 103ft TA Rear Mt Q&A Side Compts	1	CRNF
32	30-44-1000		-- Door Open Switch/Warning Light - Flush Doors	1	CRNF

PG	PART NO	S	DESCRIPTION	QTY	ID
33	40-52-9800		-- Doors to be Aluminum (2565)	1	CRNF
33	49-02-1100		-- Mirrored Stainless Steel Sill Plates	1	CRNF
33	52-13-1000		-- Over-wheel Compartment Partitions (both sides) Tandem Axle	1	CRNF
33	54-20-2000		-- Rear Fenderettes to be Polished Stainless (Tandem)	1	CRNF
34	68-70-0015		-- Rear Center Aerial Compt / Ladder Storage, 103' NON Quint	1	CRNF
34	68-80-1100	S	-- {OR EDIT} Ladder Compliment Non Quint Option #1 (Min 115.0' of Ground Ladders)	1	CRNF
35	69-00-2000		-- Outrigger Controls, Double Outriggers	1	CRNF
35	69-00-2500		-- Outrigger Pads, Double Outriggers	1	CRNF
35	69-00-4100		-- Brushed Stainless Steel Outrigger Covers, Double Set	1	CRNF
35	69-02-1000		-- Left Side Turntable Access Steps	1	CRNF
36	50-15-1702		Open Storage Area, Aerial	1	CRNF
	52-13-1900		NO FIXED VERTICAL COMPARTMENT DIVIDERS	1	CRNF
36	52-15-0000		Protective Matting	1	CRNF
36	52-15-1000		-- Black Versaflex Matting for compartment floor(s)	7	CRNF
36	52-15-2000		-- Black matting tapered edging	7	CRNF
36	52-20-0050		*SHELVING PACKAGE* AERIAL BODY	1	CRNF
37	52-20-4100		-- 25.5" Deep Shelving	9	CRNF
37	52-20-7300		-- Black Turtle Tile -Shelf/Tray-	9	CRNF
	52-20-9100		-- NO ZOLATONE/SPEEDLINER -SHELF/TRAY -ONLY	9	CRNF
	52-20-9300		-- NO PAINT -SHELF/TRAY-ONLY	9	CRNF
37	52-26-0002		-- L-2 Compartment	2	CRNF
37	52-26-0004		-- L-4 Compartment	1	CRNF
37	52-26-0005		-- L-5 Compartment	1	CRNF
37	52-26-0012		-- R-2 Compartment	2	CRNF
37	52-26-0014		-- R-4 Compartment	1	CRNF
38	52-26-0017		-- R-7 Compartment	2	CRNF
	52-25-0000		*ROLL OUT TRAY PACKAGE*	1	CRNF
38	52-25-0125		-- Roll Out Tray - (austin hardware w/front drawer release)	7	CRNF
38	52-25-0135		-- Comp Floor Mtd -300# cap w/100% ext	7	CRNF
38	52-20-7300		-- Black Turtle Tile -Shelf/Tray-	7	CRNF
	52-20-9100		-- NO ZOLATONE/SPEEDLINER -SHELF/TRAY -ONLY	7	CRNF
	52-20-9300		-- NO PAINT -SHELF/TRAY-ONLY	7	CRNF
38	52-26-0002		-- L-2 Compartment	1	CRNF
38	52-26-0004		-- L-4 Compartment	1	CRNF
39	52-26-0005		-- L-5 Compartment	1	CRNF
39	52-26-0012		-- R-2 Compartment	1	CRNF
39	52-26-0014		-- R-4 Compartment	1	CRNF
39	52-26-0075		-- AL-1 Compartment (Aerials Only)	1	CRNF
39	52-26-0076		-- AR-1 Compartment (Aerials Only)	1	CRNF
39	52-25-0145		-- Comp Adj Ht Mtd -300#cap w/100% ext	2	CRNF
39	52-20-7300		-- Black Turtle Tile -Shelf/Tray-	2	CRNF
	52-20-9100		-- NO ZOLATONE/SPEEDLINER -SHELF/TRAY -ONLY	2	CRNF
	52-20-9300		-- NO PAINT -SHELF/TRAY-ONLY	2	CRNF
39	52-26-0002		-- L-2 Compartment	1	CRNF

PG	PART NO	S	DESCRIPTION	QTY	ID
40	52-26-0012		-- R-2 Compartment	1	CRNF
40	52-25-0205		-- Roll Out Tray -slide master-	1	CRNF
40	52-25-0245		-- RMT/PMP -RESCUE- Intermediate Comp Adj Ht -600# cap w/100% ext	2	CRNF
40	52-20-7300		-- Black Turtle Tile -Shelf/Tray-	2	CRNF
	52-20-9100		-- NO ZOLATONE/SPEEDLINER -SHELF/TRAY -ONLY	2	CRNF
40	52-25-0257		-- Twist Lock -Slide Master Slide-	2	CRNF
40	52-25-0261		-- Silver Wet Painted SlideMaster Slide	2	CRNF
41	52-26-0075		-- AL-1 Compartment (Aerials Only)	1	CRNF
41	52-26-0076		-- AR-1 Compartment (Aerials Only)	1	CRNF
41	52-25-0405		-- Roll Out/Tilt Down Trays	2	CRNF
41	52-25-0425		-- 25.5" Deep Roll Out/Tilt Down 250# cap w/30 deg tilt/90% ext	2	CRNF
41	52-20-7300		-- Black Turtle Tile -Shelf/Tray-	2	CRNF
	52-20-9100		-- NO ZOLATONE/SPEEDLINER -SHELF/TRAY -ONLY	2	CRNF
	52-20-9300		-- NO PAINT -SHELF/TRAY-ONLY	2	CRNF
42	52-25-0257		-- Twist Lock -Slide Master Slide-	2	CRNF
42	52-25-0261		-- Silver Wet Painted SlideMaster Slide	2	CRNF
42	52-26-0003		-- L-3 Compartment	1	CRNF
42	52-26-0013		-- R-3 Compartment	1	CRNF
	52-40-0000		*TOOL BOARD PACKAGE*	1	CRNF
42	52-40-1200		-- Pull-Out Tool Board -Aluminum-	3	CRNF
42	52-26-0015		-- R-5 Compartment	3	CRNF
42	52-40-9500		-- Red- reflective striping on tool board	3	CRNF
	52-40-9610		-- NO Zolatone/Speedliner -tool board-	3	CRNF
43	52-42-0000		Storage Compartment /Internal of Body {selectable components}	1	CRNF
43	52-42-1000	S	-- Compartment to Hold (Qty) Backboards	1	CRNF
43	52-44-9030		-- Located in the L-4/R-4 Transverse Compartment Area	1	CRNF
43	52-44-9095		-- Velcro Strapping (heavy duty)	1	CRNF
43	52-42-2000		-- Compartment to Hold (Qty) Stokes Baskets	1	CRNF
44	52-44-9030		-- Located in the L-4/R-4 Transverse Compartment Area	1	CRNF
44	52-44-9095		-- Velcro Strapping (heavy duty)	1	CRNF
	54-10-2000		RUB RAIL PACKAGE - Aerial/Platform/TDA -	1	CRNF
44	54-10-2100		-- Side Rub Rails - Anodized Aluminum -	1	CRNF
44	54-11-2000		-- Rub Rail Retroreflective Striping (3M Diamond Grade)	1	CRNF
44	54-11-2030		-- Stripe to be Red	1	CRNF
	54-12-3000		-- NO REAR RUB RAILS	1	CRNF
45	54-50-1810		Aerial / Quint Body Roof to be an Approved Stepping Surface	1	CRNF
45	56-61-6105		Rescue Receivers, Side	1	CRNF
45	56-61-6130		-- left side, - front of rear axle-	1	CRNF
45	56-61-6140		-- right side, - front of rear axle-	1	CRNF
46	56-61-6150		-- left & right sides, -behind the rear axle-	1	CRNF
	56-61-6500		NO REAR TOWING PROVISIONS PROVIDED	1	CRNF
	56-62-0500		NO SLIDE OUT PLATFORMS	1	CRNF
46	59-60-0400		HANDRAILS -Knurled Alum/Illuminated LED- aerial	1	CRNF

PG	PART NO	S	DESCRIPTION	QTY	ID
46	59-60-0150		-- (Set of 2 Rear) -Knurled Alum/Illuminated LED-	1	CRNF
47	60-20-1000		DUAL Tow Eyes on Flat Back (a)	1	CRNF
			== Star RL 103' Aerial/Non Quint Electrical - 9.000 05/22/13 ==	1	CRNF
47	70-10-0700		Low Voltage Electrical System w/ Multiplexed Custom, Aerial	1	CRNF
48	70-10-5250		-- DOT Lighting w/Britax Markers - (9 total LED)	1	CRNF
48	70-10-6650		-- Whelen LED Stop/Turn/BU/Warn Quad-Cluster	1	CRNF
48	70-10-7400		-- Backup Lights to illuminate in reverse only	1	CRNF
49	70-20-2125		-- Pump Compartment Work Light (LED Tube, Spartan ERV), (qty)	1	CRNF
49	70-30-0452		-- (2) LED Tube Lights per Compartment, Spartan ERV (a)	1	CRNF
49	70-30-0502	S	-- Additional LED Tube Light(s), (compartment), Spartan ERV	2	CRNF
49	70-34-1450	S	-- LED Underbody Lights - Qty 8 add'l with Chassis Provided Lights	1	CRNF
50	70-35-5100		-- Underbody Lights - Qty 2 under front bumper	1	CRNF
50	72-2A-1100		Whelen Upper Lighting Package, Aerial, Platform	1	CRNF
50	72-2B-1000		-- Edge Ultra Freedom LED 24" -FNMINI (1 pair)	1	CRNF
50	72-9Z-1000		-- 3M, External Opticom System	1	CRNF
50	72-2M-1600		-- Zone C (2) L31H LED Beacons	1	CRNF
	72-2T-1000		-- Zone B&D Front of Body - No Lights installed	1	CRNF
51	78-30-1000		-- Cast Aluminum Upper Zone C Light Stanchions	1	CRNF
51	74-2A-1000		Whelen Lower LED Lighting Package	1	CRNF
51	74-2B-0500		-- Zone A - chassis supplied	1	CRNF
51	74-2F-1500		-- Zone B&D - (6) Whelen 600 Series (4x6) Super-LED	1	CRNF
51	74-2J-1400		-- Zone C - (2) Whelen 600 Series (4x6) Super-LED	1	CRNF
52	75-59-3000		-- Lower Zones B&D NO Light Housing	1	CRNF
52	75-60-0000		Extra Zones B&D Lighting, In Addition to NFPA Compliant Pkgs	1	CRNF
52	75-80-1100		-- Zones B&D - Upper Whelen 500 TIR6 LED	1	CRNF
52	75-85-1100		-- Zones B&D - Lower Whelen 500 TIR6 LED	1	CRNF
52	76-31-0500		REAR DIRECTIONAL LIGHT BAR	1	CRNF
52	76-32-3200		-- Whelen TAL85 LED (46.82" 8 light)	1	CRNF
53	76-20-1000		-- Treadplate Light Shield Above the Lightbar	1	CRNF
53	77-00-0200		Install Chassis Supplied Camera Center Rear of Body	1	CRNF
53	78-50-1000		Stationary Scene Lights - 12 Volt	1	CRNF
53	78-55-1700		-- Whelen 900 LED Series Gradient -Scene Light w/ flange	2	CRNF
53	78-58-1500		-- Scene lights located back of body one each side	1	CRNF
53	78-58-9E70		-- Scene light(s) switched at the vista display & rear of bod	1	CRNF
54	78-58-9E80		-- Scene light(s) switched with reverse activation	1	CRNF
	80-00-0350		*HYD GENERATOR*, MP75 & RL103NQ	1	CRNF
54	00-10-2000		-- UL Testing - Electrical (Electrical & Generator System)	1	CRNF
54	80-10-4700		-- Harrison Generator - 10.0 kW - Aerial	1	CRNF
54	80-10-0750		-- Harrison (hyd driven) MAS Generator Specs	1	CRNF
56	80-18-8500		-- Hot Shift PTO	1	CRNF
56	80-18-8710		-- Generator Excite Rocker Switch Location in Cab	1	CRNF
56	80-31-0450		-- Generator Installed -Top of Body	1	CRNF
57	80-38-1200		-- Generator FROG meter - Aerial	1	CRNF

PG	PART NO	S	DESCRIPTION	QTY	ID
57	80-38-2105		-- Located: Adjacent to Load Center	1	CRNF
57	80-90-1070		-- Load Center - 8 breakers - Aerial	1	CRNF
58	80-91-0100	S	-- Load Center Location: AL1 upper/forward wall (surface mounted)	1	CRNF
58	80-85-0000		Generator Powered Outlets	1	CRNF
58	80-85-1050		-- L5-20R - Single, (Qty) 120V/20A Twist-Lock	4	CRNF
58	80-85-3000		-- left front - (bumper)	1	CRNF
58	80-85-3100		-- right front - (bumper)	1	CRNF
58	80-85-8000		-- left rear - (compt face)	1	CRNF
59	80-85-8100		-- right rear - (compt face)	1	CRNF
59	82-10-0200		Telescoping Lights, Side Mount - 120/240 Volt	1	CRNF
59	82-22-1300		-- Fire Research Focus 120-v 1000-w side mt./bot raise	4	CRNF
59	82-53-1000		-- Light Switch on the Lighthouse(s)	4	CRNF
59	82-60-1000		-- Mirrored SST Surface Protector	4	CRNF
59	82-61-1500	S	-- Mount in Alternate Location (Specify)	4	CRNF
59	84-00-0000		*ELECTRIC CORD REEL PACKAGE* {DEALER TO PULL IN OPTIONS}	1	CRNF
60	84-11-3100		-- Hannay Cord Reel w/200 ft of Yellow 10-3 cord {DEALER ADD OPTIONS}	2	CRNF
60	84-12-0600		-- Termination - Circle D 5-20 & L5-20 Outlet Box	2	CRNF
60	84-12-3100		-- L1 Compartment	1	CRNF
60	84-12-4100		-- R1 Compartment	1	CRNF
	84-29-1000		NO HYDRAULIC HOSE REEL	1	CRNF
			== 103' RMA 750# Non Quint - 9.000 05/22/13 ==	1	CRN
	00-00-0050		*AERIAL Series* Pricing per QW Data Release 9.00 05/22/13	1	CRNA
	00-01-2100		Aerial Information (4-section rear mount) 750# Tip	1	CRNA
60	00-02-2000		-- General Information (4-section rear mount)	1	CRNA
61	00-03-1500		-- Intent of Specifications (RL 103' - 750 lb. tip load)	1	CRNA
62	00-04-1000		-- General Specifications	1	CRNA
63	00-05-1000		-- Aerial Ladder Mounting (Rear Mount)	1	CRNA
63	00-06-1500		-- Height and Reach (RL 103' - 750 lb. tip load)	1	CRNA
63	00-07-1000		-- Weldment and Fixtures	1	CRNA
	10-04-1200		103' Rear Mount Aerial - RL-103-4-750 (750 lb. tip load)	1	CRNA
	70-01-0050		-- MULTIPLEXED CHASSIS PROVIDED	1	CRNA
64	25-20-1050		Hydraulic System, Aerial Ladders	1	CRNA
64	25-10-1100		-- Hot Shift PTO - Chassis Supplied	1	CRNA
64	70-01-3000		-- Aerial Hour Meter	1	CRNA
65	70-01-4000		-- Engine High Idle Actuator	1	CRNA
65	25-23-2000		-- 40 Gal Hydraulic Reservoir, Aerial Ladders	1	CRNA
65	25-25-1000		-- Hydraulic Filtration	1	CRNA
65	25-25-5000		-- Pressure Filter	1	CRNA
66	25-25-6000		-- Return Filter	1	CRNA
66	25-26-1000		-- Emergency Pump, 12-volt Electric - Single -	1	CRNA
66	26-10-1000		-- Hydraulic System Plumbing	1	CRNA
67	25-21-1000		Outrigger/Aerial Interlock	1	CRNA
67	26-05-5000		Aerial Ladder System Control Valves	1	CRNA
	29-99-9991		**Torquebox & Outrigger Components** RL103, 16 Ft Spread	1	CRNA

PG	PART NO	S	DESCRIPTION	QTY	ID
67	23-01-1050		-- Torque Box , RL103	1	CRNA
68	50-01-0675		-- Outriggers, RL103, 16' Spread, H-Style	1	CRNA
68	26-05-1500		-- Outrigger System Control Valves, H-Style O/R	1	CRNA
68	62-10-1000		-- Outrigger Control Levers	1	CRNA
69	50-01-2070		-- Outriggers, Front, RL103, 16' Spread	1	CRNA
69	50-01-4075		-- Outriggers, Rear, H-Style, RL103, 16' Spread	1	CRNA
70	50-02-1000		-- Jack Cylinder Description	1	CRNA
70	50-05-1000		-- Outrigger/Downrigger Pads	1	CRNA
71	50-05-2000		-- Aluminum Aux. Outrigger Pads	4	CRNA
71	50-90-1000		-- Outrigger/Aerial Interlock System	1	CRNA
	36-99-9999		**Outrigger Warning System** (103' 750lb tip-Rear Mount)	1	CRNA
71	59-10-1000		-- Outrigger Deployment Alarm	1	CRNA
71	70-10-1250		-- Outrigger Lighting and Visability (double outriggers) RL	1	CRNA
72	58-10-1100		-- Outrigger Reflective Striping (double set)	1	CRNA
72	70-35-1200		-- Outrigger Ground Lights, LED (4 lights)	1	CRNA
72	75-10-1700		-- (8) Rect. LED Outrigger Warning Lights (double set outriggers)	1	CRNA
72	75-11-1000		-- Outrigger Light Switching	1	CRNA
72	37-10-1000		Turntable/Turntable Deck (Rear Mount Non Quint)	1	CRNA
73	37-10-9000		-- Full Turntable	1	CRNA
73	37-11-1100		-- Dual Turntable Deck Access with Mansaver Bar	1	CRNA
73	37-12-1100		-- Turntable Alignment Indicator	1	CRNA
74	38-10-1000		Hydraulic and Electric Swivel	1	CRNA
	38-98-9999		**Aerial Ladder Components** (103' 750lb tip) (Rear Mount)	1	CRNA
74	24-01-1000		-- Aerial Travel Support (Rear Mount)	1	CRNA
74	26-16-1000		-- Elevation System (Aerial)	1	CRNA
75	26-16-1500		-- Elevation Interlock Safety System	1	CRNA
75	26-17-2000		-- Aerial Extension/Retraction System (4-section)	1	CRNA
76	26-17-9000		-- Extension Indicator	1	CRNA
76	26-18-1000		-- Ladder Slide Mechanism (RAASP)	1	CRNA
76	26-18-1500		-- Cable and Hose Routing (Aerial)	1	CRNA
77	26-19-1000		-- Rotation System (Aerial)	1	CRNA
77	26-19-1500		-- Rotation Safety System (Aerial)	1	CRNA
78	40-10-1100		-- Aerial Ladder Section Construction (4 section)	1	CRNA
79	40-11-1100		-- Aerial Ladder Section Dimensions (4 section)	1	CRNA
79	40-12-1000		-- Ladder Egress	1	CRNA
80	40-51-1000		-- Removable Rung Assemblies	1	CRNA
80	42-10-1000		-- Folding Steps at the Tip	1	CRNA
80	42-11-1000		-- One Folding Step at the Tip	1	CRNA
	38-99-9650		**Aerial Waterway Components** (103' 750lb tip-NQ Rear Mount)	1	CRNA
80	30-10-1075		-- Aerial Waterway System (rear inlet supplied RM 75'/103')	1	CRNA
81	31-12-1100		-- Class 1 Aerial Waterway Flow Meter	1	CRNA
81	31-10-2000		-- Telescoping Waterway (4-section) (Aerial)	1	CRNA
81	31-13-1000		-- Moveable Waterway Locking System (RL103/TL100)	1	CRNA
82	31-18-0550		-- Aerial Water System (RL103)	1	CRNA
82	32-10-1000		-- Akron 3578 Electric Monitor (aerial)	1	CRNA

PG	PART NO	S	DESCRIPTION	QTY	ID
83	32-11-1200		-- Akron 5177 Electric Nozzle 1250 GPM	1	CRNA
83	32-19-5000		-- Auto Monitor Stow	1	CRNA
83	36-00-1000		-- Aerial Auxiliary Tip Discharge	1	CRNA
83	36-01-1000		-- One 2-1/2" Auxiliary Discharge	1	CRNA
84	39-00-5050		Load Capacities (RL-103-4-750)	1	CRNA
84	39-10-5200		-- Ladder Capacities, No Wind Dry (RL-103-4-750)	1	CRNA
84	39-10-5300		-- Ladder Capacities, No Wind Charged (RL-103-4-750)	1	CRNA
85	39-20-1025		-- Operation on Grades (103' Aerial Rear-mount 750#)	1	CRNA
85	63-10-1000		Aerial Control Station (aerial)	1	CRNA
85	63-11-1000		-- Turntable Control Console (Rear Mount Aerial Ladder, Driver's side)	1	CRNA
87	70-01-1000		-- Air Horn Button at Control Console	1	CRNA
87	69-10-0000		AERIAL PAINT	1	CRNA
87	69-10-1000		-- Aerial Device Paint	1	CRNA
88	69-11-1000		-- PPG 2185 White	1	CRNA
88	69-12-1000		-- Cradle, Lift Cylinder & Sign Boards Paint	1	CRNA
88	69-13-1700		-- PPG 2185 White	1	CRNA
88	69-13-1000		-- Aerial Travel Rest Paint	1	CRNA
88	69-17-1000		-- PPG 9000 Black	1	CRNA
88	69-13-5000		-- Aerial Ladder Tip & Nozzle Trolley Paint	1	CRNA
88	69-13-1700		-- PPG 2185 White	1	CRNA
88	69-14-1000		-- Outrigger Paint	1	CRNA
89	69-15-1000		-- PPG 33723 Silver	1	CRNA
89	69-16-1000		-- Torque Box, Turntable Structure and Control Console Paint	1	CRNA
89	69-17-1000		-- PPG 9000 Black	1	CRNA
89	69-18-1000		-- Ext/Ret Cylinder Paint	1	CRNA
89	69-17-1000		-- PPG 9000 Black	1	CRNA
89	72-10-1025		Communication System (Aerial - Two Position)	1	CRNA
89	72-11-1000		-- Atkinson Two Position System	1	CRNA
90	78-10-1000		Aerial Spot Lights	1	CRNA
90	78-20-1100		-- Collins Tracking Lights	1	CRNA
90	78-21-7010		-- Collins Lights - Double Spot/Flood	1	CRNA
90	78-30-1100		-- Collins Tip Lights	1	CRNA
90	78-31-7010		-- Collins Lights - Double Spot/Flood	1	CRNA
91	78-60-1050		(5) Turn Table Work Lights, TecNiq, LED	1	CRNA
91	78-70-5100		Ladder Rung Illumination - LED Rope Lights (Blue)	1	CRNA
	80-01-1000		Aerial 110-Volt Electrical	1	CRNA
91	81-10-1000		-- Outlets at Aerial Tip	1	CRNA
91	81-20-4000		-- One (1) L5-20R Twist-lock Outlet	1	CRNA
91	85-10-1000		-- 110 Volt Quartz Lights at the tip of the Ladder	1	CRNA
91	85-15-1100		-- Two (2) Whelen Pioneer PLUS 120-v Super-LED w/single flood -Ped. Mount (PFP1AP)	1	CRNA
92	90-00-1000		EQUIPMENT (rear mount ladder)	1	CRNA
92	90-02-1000		-- Apparatus Level Indicator (Side to Side)	1	CRNA
92	90-02-2000		-- Apparatus Level Indicator (Fore/Aft)	1	CRNA
92	90-05-0060		-- Aerial Sign Panels, RM Aerials, TDA & RM Platform	1	CRNA
93	95-10-1000		-- Axe Mounting Brackets in Fly Section	1	CRNA

PG	PART NO	S	DESCRIPTION	QTY	ID
93	95-11-2000		-- Pick Head Axe Mount	1	CRNA
93	95-20-1000		-- Pike Pole Mounting Brackets in Fly Section	1	CRNA
93	95-21-1000		-- for Pike Pole	1	CRNA
93	95-32-1000		-- Roof Ladder Mounting Brackets outside Base Section	1	CRNA
93	95-33-1000		-- for Roof Ladder	1	CRNA
93	95-60-1000		-- Lifting Anchors for Rescue Rope (Ladder)	1	CRNA
94	95-61-1000		-- Two Anchors	1	CRNA
94	95-62-1000		-- Rescue Rope Roller Assembly	1	CRNA
	99-99-9999		**Aerial Boilerplate** (103' 750lb tip) (Rear Mount)	1	CRNA
94	00-10-1000		-- UL Testing Certification	1	CRNA
96	00-13-1000		-- Manuals	1	CRNA
96	00-36-1000		-- Aerial Service	1	CRNA
96	00-37-1000		-- Warning Decals	1	CRNA
97	00-38-1000		-- Onsite Training Program (3 Days)	1	CRNA
98	00-40-1150		-- Certification and Testing (750 lb. tip load)	1	CRNA
100	00-61-1000		-- General Warranty	1	CRNA
			== Star RL 103' Aerial/Non Quint Extras - 9.000 05/22/13 ==	1	CRNF
	88-50-0000		=LETTERING & STRIPING / PDF=	1	CRNF
101	88-54-2000		Reflective Stripe - 6" x 1"	1	CRNF
101	88-59-3000		-- Straight Line Stripe to Incorporate 'S' Pattern on Body	1	CRNF
101	88-60-1000		-- Stripe to be White	1	CRNF
101	88-65-1000		Diamond Grade Retroreflective Chevron Striping (REAR), pumper, rescue	1	CRNF
102	88-66-1000		-- Striping to be Red/Yellow	1	CRNF
	88-70-0050		Body Lettering	1	CRNF
102	88-70-0200		-- Gold Leaf Scotchcal Body Lettering - max 60 letters-3"	1	CRNF
	88-76-0000		Aerial Lettering	1	CRNF
102	88-76-0100		-- Reflective ScotchLite Lettering - max 60 letters - 10"	1	CRNF
102	88-78-0000		License Plate Mounting Options	1	CRNF
102	88-78-4050		-- CPI Cast Aluminum License Plate Bracket (fully enclosed) w/ LED Light	1	CRNF
	90-00-0150		EQUIPMENT, Aerial, Platform Non Quint	1	CRNF
102	90-02-0000		-- Miscellaneous Equipment	1	CRNF
103	90-03-1000		-- Zico Folding Wheel Chocks, #SAC-44-E	2	CRNF
103	90-03-1100		-- Zico Folding Wheel Chock -horiz mounting brackets- #SQCH-44-H	2	CRNF
103	90-05-0001		-- Flares	1	CRNF
103	90-05-0054		-- Customer Supplied Flares	5	CRNF
103	90-07-0001		-- Traffic Cones	1	CRNF
103	90-07-0054		-- Customer Supplied Traffic Cones	5	CRNF
104	90-07-1001		-- Traffic Vest	1	CRNF
104	90-07-1054		-- Customer Supplied Traffic Vest	5	CRNF
104	90-09-0200		-- Ladders, Aerial, Platform, TDA	1	CRNF
104	90-11-3000		-- Duo Safety 35' Alum 1200 2 sect	2	CRNF
104	90-11-2000		-- Duo Safety 24' Alum 900A 2 sect	1	CRNF
104	90-12-1400		-- Duo Safety 14' Alum 775A roof	1	CRNF
104	90-12-1500		-- Duo Safety 16' Alum 875A roof	1	CRNF

PG	PART NO	S	DESCRIPTION	QTY	ID
104	90-12-2000		-- Duo Safety 20' Alum 875A roof	1	CRNF
105	90-13-2000		-- Duo Safety 10' Alum 585A attic	1	CRNF
	90-20-0000		-- Pike Poles	1	CRNF
105	90-20-01DS		-- Duo Safety Pike Poles	1	CRNF
105	90-21-1000		-- Duo Safety (Qty) 12' w/Fiberglass Handle	1	CRNF
105	90-21-1002		-- Duo Safety (Qty) 8' w/Fiberglass Handle	1	CRNF
105	90-21-1003		-- Duo Safety (Qty) 6' w/Fiberglass Handle	1	CRNF
105	90-20-01FH		-- Fire Hooks Unlimited Hooks, Pikes & Poles	1	CRNF
105	90-21-4001		-- Fire Hooks (Qty) NY-10' (New Yorker Pike Pole)	1	CRNF
105	90-21-4002		-- Fire Hooks (Qty) NY-8' (New Yorker Pike Pole)	1	CRNF
106	90-21-4003		-- Fire Hooks (Qty) NY-6' (New Yorker Pike Pole)	1	CRNF
106	90-70-0001		-- Salvage Covers	1	CRNF
106	90-70-0054		-- Customer Supplied Salvage Covers	1	CRNF
106	91-00-0000		-- Fire Extinguishers	1	CRNF
106	91-00-0054		-- Customer Supplied Fire Extinguishers	1	CRNF
106	91-20-0000		-- Rechargeable Flashlights	1	CRNF
	91-20-0100		-- Streamlight (Laterns/Flashlights)	1	CRNF
106	91-20-2100		-- Streamlight HID Litebox - 12V Rechargeable Lantern	2	CRNF
107	91-21-1000		-- Mount in Left Front Compartment	2	CRNF
107	91-23-0001		-- AED	1	CRNF
107	91-23-0054		-- Customer Supplied AED	1	CRNF
107	91-25-0001		-- First Aid Kit	1	CRNF
107	91-25-0054		-- Customer Supplied First Aid Kit	1	CRNF
107	91-30-0000		-- Axes	1	CRNF
107	91-30-0054		-- Customer Supplied Axes	1	CRNF
	91-40-0000		-- Hand Held Tools	1	CRNF
107	91-40-1500		-- Crowbars	1	CRNF
108	91-40-1554		-- Customer Supplied Crowbar	2	CRNF
108	91-40-2754		-- Customer Supplied Rubber Mallet	1	CRNF
108	91-40-0100		-- Claw Tool	1	CRNF
108	91-40-0154		-- Customer Supplied Claw Tool	2	CRNF
108	91-40-2500		-- Sledge Hammer	2	CRNF
108	91-40-2554		-- Customer Supplied Sledge Hammer	2	CRNF
108	91-40-3700		-- Shovels	1	CRNF
109	91-40-3754		-- Customer Supplied Shovels	2	CRNF
109	91-40-4000		-- Bolt Cutter	1	CRNF
109	91-40-4054		-- Customer Supplied Bolt Cutter	1	CRNF
109	91-41-1600		-- Tools and Tool Box	1	CRNF
109	91-41-1654		-- Customer Supplied Tools and Toolbox	1	CRNF
109	92-02-0100		-- Ropes	1	CRNF
109	92-02-0154		-- Customer Supplied Ropes	1	CRNF
109	92-02-5100		-- Ladder Belts	1	CRNF
110	92-02-5154		-- Customer Supplied Ladder Belts	1	CRNF
110	92-10-0100		-- SCBA & Cylinders	1	CRNF
110	92-10-0154		-- Customer Supplied SCBA	4	CRNF
			DEALER ===== DEALER ===== DEALER	1	DLR
110	90-00-0010	S	Dealer Furnished - El Cerrito	1	DLR

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
00-00-1100

Y___N___

SPARTAN ERV PROPOSAL for PURCHASE

August 7, 2013

Gentlemen/Ladies:

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by SPARTAN ERV at its headquartered office in Brandon, South Dakota. The apparatus and equipment herein named and for the following prices:

One (1) Spartan ERV 103' 750 Lb. Capacity Rear Mount Non-Quint Aerial Apparatus
FOB El Cerrito, CA

TOTAL \$857,202.00 (Pre-Tax).

The Apparatus and Equipment shall be ready for acceptance inspection, on, or before July 5, 2014. **This delivery timeframe is contingent on completion of a pre-construction meeting and corresponding signed change order returned to the factory within 75 days of the effective date of this contract. All days exceeding 75 days will be added to the above mentioned delivery timeframe.**

Timely delivery is of the the essence in the completion, delivery and acceptance of the proposed apparatus. Therefore, liquidated damages in the amount of \$100.00 per calendar day, beyond the stated delivery date of July 5, 2014, shall be deducted from the final invoice amount due at time of final delivery and acceptance.

To meet the 75 day deadline, Spartan ERV commits to have all information necessary for the pre-construction meeting complete within 45 days. Any further delays after the pre-construction has been completed in providing additional desired specifications, change approvals, inspection timelines, or other required information for the Apparatus and Equipment may result in an extension of the above referenced delivery timeline by the amount of time Spartan ERV requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

following Customers delay, but in any event by at least the duration of Customers delay. The penalty clause will stop once apparatus has shipped from Spartan ERV.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the offer to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

If this proposal is not accepted by the purchaser within 60 days from the bid date, we reserve the right to withdraw this proposal.

One (1)
00-01-1100

Y___N___

INTENT OF SPECIFICATIONS

It shall be the intent of these specifications to provide a complete apparatus equipped as hereinafter and as specified with a view of obtaining the best results and the most acceptable apparatus for service in the Department. These specifications shall cover only the general requirements as to the type of construction and tests to which the apparatus must conform, together with certain details as to finish, equipment and appliances with which the successful bidder must conform. Minor details of construction and materials where not otherwise specified are left to the discretion of the contractor, who shall be solely responsible for the design and construction for all features. Apparatus proposed by the bidder shall meet the requirements of the National Fire Protection Association (NFPA) as stated in current Pamphlet 1901 for Aerial Ladder & Elevated Platform Fire Apparatus, chapters 1, 2, 6, 8, 9, 10, 11, 16, and 23, except where amended herein. Loose equipment shall be provided only as stated in the following pages.

Bids shall only be considered from companies that have an established reputation in the field of fire apparatus construction and have been in business for a minimum of twenty-five years.

Each bidder shall provide satisfactory evidence of their ability to construct the apparatus specified, and shall state the location of the factory where the apparatus is to be built. They shall also show that they are in a position to render prompt service and to furnish replacements parts on said apparatus.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

Because of the severe service requirements the department will impose on this apparatus, each bidder shall provide a list of at least six (6) departments serving populations of over 250,000 in which similar apparatus utilizing the brand of chassis proposed have been in service for over one year. This list shall include contact names and phone numbers.

Each bid shall be accompanied by a detailed set of Contractor's Specifications consisting of a detailed description of the apparatus and equipment proposed, and to which the apparatus being furnished under contract shall conform. Computer runoff sheets are not acceptable as Contractor's Specifications. These specifications shall indicate size, type, model and make of all component parts and equipment.

Note: Each bidder shall submit their bid in the same sequence as these specifications, to allow the department to easily compare multiple bids.

QUALITY AND WORKMANSHIP

The design of the Apparatus shall embody the latest approved automotive engineering practices. The workmanship must be of the highest quality in its respective field. Special consideration will be given to the following points:

Accessibility of the various units, which require periodic maintenance; and ease of operation (including both pumping and driving); and symmetrical proportions. Construction shall be rugged and ample safety factors shall be provided to carry loads as specified and to meet both on and off road requirements and to speed conditions as set forth under Performance tests and requirements. Welding shall be employed in the assembly of the apparatus in a manner that will not prevent the ready removal of any component part for service or repair.

All steel welding shall follow (American Welding Society) requirements for AWS D1.6:1999 Structural Welding Code for welding stainless steel structural assemblies. All aluminum welding shall follow (American Welding Society) requirements for AWS D1.2/D1.2M:2003 Structural Welding Code for any type structure made from aluminum structural alloys. All sheet metal welding shall follow (American Welding Society) AWS D9.1M/D9.1:2006 Structural Welding code for Arc/Braze requirements of non-structural materials. All pressure pipe welding shall follow (American Society of Mechanical Engineers) ASME IX/ASME B31:2010 requirements to the qualification of procedures in welding and brazing, in accordance with the ASME Boiler and Pressure Vessel Code and the ASME B31 Code for Pressure Piping. Flux core arc welding to use alloy rods, type 7000, (American Welding Society) AWS standards A5.20-E70T1. The

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

manufacturer shall be required to have an American Welding Society certified welding inspector in plant during testing operations within working hours to monitor weld quality.

Employees classified as welders shall be tested and certified to meet American Welding Society and American Society of Mechanical Engineers welding codes.

DELIVERY

To insure proper break-in of all components while still under warranty, the apparatus **shall be delivered under its own power**, rail or truck freight shall not be acceptable. A qualified delivery engineer representing the contractor shall deliver the apparatus and instruct the Fire Department personnel in the proper operation, care and maintenance of the equipment delivered.

PERFORMANCE TESTS AND REQUIREMENTS

A road test shall be conducted with the apparatus fully loaded to its estimated in-service weight and shall be capable of the following performance while on dry paved roads that are in good condition and for a continuous run of ten (10) miles or more, during which time the apparatus shall show no loss of power or overheating. The transmission drive shaft or shafts and rear axles shall run quietly and be free from abnormal vibration or noise throughout the operating range of the apparatus. The successful bidder shall provide a Weight Certificate showing weights on front axle, rear axles and total weight for the completed apparatus at time of delivery.

The apparatus shall be capable of accelerating to 35 MPH (55 km/hr) from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed RPM of the engine.

- A. The apparatus shall be capable of accelerating to 35 MPH (55 km/hr) from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed RPM of the engine.
- B. The apparatus, fully loaded, shall be capable of obtaining a minimum top speed of 50 MPH (80 km/hr) on a level dry concrete highway with the engine not exceeding its governed RPM (fully loaded).
- C. The service brakes shall be capable of stopping a fully loaded vehicle in 35ft (10.7 m) at 20 mph (32.2 km/hr) on a level concrete highway. The air brake system shall conform to Federal Motor Vehicle Safety Standards (FMVSS) 121.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

- D. The apparatus, when fully loaded, shall have not less than 25 percent or more than 50 percent of the weight on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle.

If optioned, the apparatus shall be tested and approved by the Underwriter's Laboratories Incorporated in accordance with their standard practices for pumping engines. The contractor shall provide copies of the Pump Manufacturer's Certification of hydrostatic test, the Engine Manufacturer current certified brake horsepower curve, and the Manufacturer's record of pumper construction details when delivered. If optioned, the vendor, at their expense, shall have the Underwriter's Laboratories Incorporated conduct the tests required by the Underwriter Laboratories Incorporated (Guide for the Certification of Fire Department Pumper subject 822 dated 1995 or latest). A copy of all tests shall accompany the Apparatus. (For apparatus sold within Canadian ULC S515 / latest revision.)

INFORMATION REQUIRED

The manufacturer shall supply at time of delivery, a complete operation and maintenance manual covering the completed apparatus as delivered. A permanent plate shall be mounted in the driver's compartment to specify the quantity and type of the following fluids used in the vehicle: Engine oil, engine coolant, and chassis transmission fluid, pump transmission lubrication fluid, pump primer fluid (if used) and drive axle lubrication fluid.

The manufacture shall supply the final certification of GVWR and GAWR on a nameplate affixed to the vehicle.

A permanent plate in the driver's compartment shall be installed, specifying the seating capacity of the enclosed cab.

Signs that state "OCCUPANTS MUST BE SEATED AND BELTED WHEN APPARATUS IS IN MOTION" shall be provided and will be visible from each seated position. An accident prevention sign shall be located at the rear step area of the apparatus. It shall warn all personnel that standing on the step while apparatus is in motion shall be prohibited.

A nameplate indicating the chassis transmission shift selector position to be used when pumping shall be provided in the driving compartment and located so that it can be easily read from the driver's position.

LIABILITY

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

The bidder, if their bid is accepted, shall defend any and all suits and assume all liability for the use of any patented device or article forming part of the apparatus or any appliance provided under the contract.

BID SPECIFICATION REQUIREMENTS

Item compliance shall be indicated in the "Yes/No" column of each item by all Bidders. Bidders shall submit a detailed proposal. Each bidder shall submit their proposals in the same arrangement as these specifications for ease of evaluation, comparison, and examination of compliance. Bid communications by letter only and/or written on a company letterhead, shall not be acceptable.

EXCEPTIONS TO SPECIFICATIONS

The following specifications shall be strictly adhered to. Exceptions shall be allowed if they are equal to or superior to that as specified and providing they are listed and entirely explained on a separate page entitled "Exceptions to Specifications". The exceptions list shall refer to specification page number and paragraph.

Proposals taking total exception to specifications or total exception to certain parts of the specifications will not be acceptable. The Apparatus shall be inspected upon completion for compliance with specifications. Deviations will not be tolerated and will be cause for rejection of Apparatus unless they were originally listed in bidder's proposal and accepted in writing by the department.

If the bidder takes an exception, on the exception page, the bidder must state an option price to bring their specifications into full compliance with the Department specifications. Failure to provide this information shall be cause to reject the proposal as being non-responsive. **An exception to these requirements shall not be tolerated.**

PURCHASER'S RIGHTS

The Purchaser reserves the right to accept or reject any or all bids as it deemed in their best interests.

GENERAL CONSTRUCTION

The apparatus shall be designed with due consideration to distribution of load between the front and rear axles, so that all specified equipment, including filled water tank, a full complement of personnel and fire hose will be carried without injury to the apparatus. Weight balance and distribution shall be in accordance with the recommendations of the National Fire Protection Agency.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

The apparatus shall be designed so that the operator could perform all recommended daily maintenance checks easily without the need for hand tools. Apparatus components that interfere with repair or removal of other major components must be attached with fasteners (cap, screws, nuts, etc.) so that the components can be removed and installed with normal hand tools. These components must not be welded or otherwise permanently secured into place.

The GAWR and GVWR of the chassis shall be adequate to carry the fully equipped apparatus including all tanks filled, the specified hose load, unequipped personnel weight, ground ladders and a miscellaneous equipment allowance per NFPA criteria. It shall be the responsibility of the purchaser to provide the contractor with the weight of equipment to be carried if it is in excess of the allowance as set forth by NFPA.

The unequipped personnel weight shall be calculated at 250 lbs. per person times the maximum number of persons to ride on the apparatus. The height of the fully loaded vehicle's center of gravity shall not exceed the chassis manufacturer's maximum limit.

The front to rear weight distribution of the fully loaded vehicle shall be within the limits set by the chassis manufacturer. The front axle loads shall not be less than the minimum axle loads specified by the chassis manufacturer, under full loads and all other loading conditions.

The difference in weight on the end of each axle, from side to side, when the vehicle is fully loaded and equipped shall not exceed 7 percent.

The apparatus shall be so designed that the various parts are readily accessible for lubrication, inspection, adjustment and repair.

Where special tools manufactured or designed by the contractor and are required to provide routine service on any component of the apparatus built or supplied by the contractor, such tools shall be provided with the apparatus.

One (1)
00-03-1110

Y___N___

BID/PROPOSAL DRAWINGS

For purposes of evaluation, the bidder shall provide a drawing illustrating, but not limited to, the overall dimensions, wheelbase, and overall length of the proposed apparatus and other specified equipment, shall be required to be included with the

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

bidder's proposal package.

The drawings shall be large "D" size (minimum 24" x 36"). Smaller size drawings, "similar to" drawings or general sales drawings, shall not be acceptable. Failure to provide a bid evaluation drawing in accordance with these specifications shall be cause for rejection of the bid proposal.

One (1)
00-03-1211

Y___N___

APPROVAL/PRE-CON DRAWINGS

After the award of the bid, the contractor shall provide detailed colored engineering drawings including, but not limited to, the overall dimensions, wheelbase, and overall length of the proposed apparatus for use of pre-construction conference. The drawings shall include, but shall not be limited to the right, left, top, front and rear views of the apparatus. The Customer will sign the final approval drawing.

One (1)
00-08-3100

Y___N___

SINGLE SOURCE MANUFACTURER

Bids shall only be accepted from a single source apparatus manufacturer.

The definition of single source manufacturer is company that designs and manufactures their products utilizing an approach that includes complete product integration, including the apparatus chassis, cab, and body modules being constructed, assembled, and tested on company premises only.

Warranties qualified to the chassis and body design construction (excluding vender component warranties such as engine, axles, transmission, and pumps, etc.) will be from a single source manufacturer and not separated between manufacturers (i.e. body and chassis). The bidder shall provide evidence of maintaining compliance to this requirement.

One (1)
00-13-1100

Y___N___

SUPPLIED INFORMATION & EXTRAS

The apparatus manufacturer shall supply two (2) copies of apparatus manuals with all manufactured apparatus. The manuals shall include, but not be limited to:

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

all component warranties, users' manuals and information for supplied products, apparatus engineering information including drawings and build prints, and whatever other pertinent information the manufacturer can supply to its customer regarding the said apparatus.

Included in the delivery of the unit, the manufacturer shall also include spare hardware and extra fasteners, paint for touch-up, information regarding washing and care procedures, as well as other recommendations for care and upkeep of the general apparatus.

The manufacturer shall also supply a manufacturer's record of apparatus construction details, including the following information:

Owner name and address;

Apparatus manufacturer, model, and serial number;

Chassis make, model, and serial number;

GAWR of front and rear axles;

Front tire size and total rated capacity in pounds;

Rear tire size and total rated capacity in pounds;

Chassis weight distribution in pounds with water (if applicable) and manufacturer mounted equipment (front and rear);

Engine make, model, serial number, rated horsepower, related speed and no load governed speed;

Type of fuel and fuel tank capacity;

Electrical system voltage and alternator output in amps;

Battery make and model, capacity in CCA;

Paint numbers;

Weight documents from a certified scale showing actual loading on the front axle, rear axle(s), and overall vehicle (with the water tank full (if applicable) but without personnel, equipment, and hose);

Written load analysis and results of the electrical system performance tests;

Transmission make, model, and type;

Pump to drive through the transmission (yes or no);

Engine to pump gear ratio and transmission gear ratio used;

Pump make, model, rated capacity in gallons per minute, serial number, and number of stages;

Pump manufacturer's certification of suction capability;

Pump manufacturer's certification of hydrostatic test;

Pump manufacturer's certification of inspection and test for the fire pump;

Copy of the apparatus manufacturer's approval for stationary pumping applications;

Pump transmission make, model and serial number;

Priming device type;

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

Type of pump pressure control system;
The engine manufacturer's certified brake horsepower curve for the engine
furnished, showing the maximum no load governed speed;
Certification of water tank capacity;
The certification of inspection and test for the aerial device;
All the technical information required for inspections to comply with NFPA 1914,
Standard for Testing Fire Department Aerial Devices;

One (1)
00-60-1000

Y___N___

GENERAL WARRANTY

A warranty shall be offered for a period of Two (2) years from the date of delivery.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities. Please see the official warranty document in the appendix (attached) for specific details.

All transportation during the two (2) year warranty period will be the responsibility of the Dealer, not the Fire Department.

One (1)
00-70-0900

Y___N___

STRUCTURAL WARRANTY

An aluminum body structural warranty shall be provided by the apparatus manufacturer for products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of ten (10) years.

One (1)
00-80-0500

Y___N___

PAINT WARRANTY

A ten (10) year Prorated Paint Warranty shall be included with the apparatus.

One (1)
00-91-9100

Y___N___

MULTI-PLEXED ELECTRICAL WARRANTY

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

A four (4) year limited (V-MUX) multiplex system warranty, of Weldon Technologies, Inc; shall be provided by the apparatus manufacture for parts and labor, while under normal use and service; against mechanical, electrical and physical defects from the date of installation.

The warranty shall exclude; sensors, shunt interface modules, serial or USB kits, transceivers, cameras, GPS, and electrical display screens, which shall be limited to a period of one a (1) year repair parts and labor from the date of installation.

One (1)
00-10-1100

Y___N___

APPARATUS TEST BY UNDERWRITERS LABORATORIES

The following Apparatus shall comply with all NFPA 1901 applicable regulations in effect as of the contract signing date. There shall be multiple tests performed by the contractor and Underwriter's Laboratories when the apparatus has been completed. The manufacturer shall furnish the completed Test Certificate(s) to the purchaser at time of delivery.

Since the inspection services of Underwriters Laboratories are available to all bidders on an equal basis, no other third party testing service shall be acceptable.

The tests conducted on the apparatus shall include, but not be limited to:

12-VOLT ELECTRICAL TEST

The apparatus low voltage electrical system shall be tested and certified.

One (1)
00-30-1100

Y___N___

FACTORY PRECONSTRUCTION CONFERENCE

The factory authorized Distributor shall be required, prior to manufacturing, to have a preconstruction conference at the manufacturing facility with a factory representative present and two (2) individuals from the El Cerrito Fire Department to finalize all construction details.

The factories authorized distributor shall, at his expense, provide transportation, lodging, and meals. Any distance greater than 200 miles shall be by commercial air travel.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
00-30-2000

Y___N___

MID-CONSTRUCTION INSPECTION CONFERENCE

The factory authorized Distributor shall be required, during manufacturing, to have a mid-construction conference at the site of the manufacturing facility with two (2) individuals from the El Cerrito Fire Department to inspect the apparatus during construction. The "Purchaser" shall designate the stage of construction at which the visit will be conducted.

The factories authorized distributor shall, at his expense, provide transportation, lodging, and meals. Any distance greater than 200 miles shall be by commercial air travel.

One (1)
00-30-4000

Y___N___

FINAL INSPECTION CONFERENCE

The factory authorized Distributor shall be required, during manufacturing, to have a final completion inspection conference at the site of the manufacturing facility with two (2) individuals from the El Cerrito Fire Department to inspect the apparatus after construction.

The factories authorized distributor shall, at his expense, provide transportation, lodging, and meals. Any distance greater than 200 miles shall be by commercial air travel.

One (1)
00-30-5000

Y___N___

ON-LINE CUSTOMER INTERACTION

The manufacture shall provide the capability for online access through the manufacture's website. The customer shall be able to view digital photos of their apparatus in the specified phases of construction. The following phases will be captured and displayed on the manufacture's website:

1. Chassis
2. Body – Prior to Paint
3. Body – Painted

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

4. Pump and Plumbing
5. Assembly – 80% Complete

Due to the complex nature of fire apparatus and the importance of communication between the manufacture and customer, this line item is considered a critical requirement.

One (1)
00-95-1E50

Y___N___

MAXIMUM OVERALL LENGTH REQUIREMENT

The apparatus specified shall be constructed with no restrictions to the maximum overall length.

One (1)
00-95-2E00

Y___N___

MAXIMUM OVERALL HEIGHT REQUIREMENT

The apparatus specified shall be constructed as detailed and shall NOT exceed a maximum overall height of 144 inches.

One (1)
00-95-3E00

Y___N___

MAXIMUM OVERALL WIDTH OF NINETY-NINE (99) INCHES

The apparatus specified shall be constructed as detailed and shall NOT exceed a Maximum Overall Width of Ninety-nine (99") inches.

This dimension shall include the primary construction of the apparatus body and chassis cab. Any peripherals that are 'removable' shall not be incorporated into this measurement.

Items that are considered 'removable' are: Rub Rails, Fenderettes, Mirrors, Lights, Handrails, Front Bumpers, Etc.

One (1)
00-95-5E50

Y___N___

MAXIMUM WHEEL BASE REQUIREMENT

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

The apparatus specified shall be constructed with no restrictions to the maximum wheel base.

One (1)
01-01-1000

Y___N___

SPARTAN CUSTOM CHASSIS

A Spartan Gladiator EMFD cab and chassis shall be furnished. Exacting details of the cab and chassis are located within our bid binder under the tab "Chassis Specifications."

Some modifications to the proposed chassis shall be performed at the Aerial/Body manufacturing facility. These modifications are described below:

One (1)
04-92-1001

Y___N___

TIRE PRESSURE INDICATOR VOUCHER

A voucher will be provided by the chassis manufacturer with the owner's manual for redemption by the customer.

To redeem the voucher, the customer will be required to supply the chassis manufacturer with the SO# or VIN, mileage at time of call, and an accurate in-service weight for the front and rear axle on the apparatus. This will allow the chassis manufacturer to provide a set of tire pressure indicators that accurately corresponds to the recommended pressure setting for that particular application.

The tire pressure and load indicated on the sidewall of a tire corresponds to the maximum permissible values based on the design of the tire. For optimal tire performance (including ride, handling, life, and fuel efficiency), actual tire pressure should be set according to the load that the axle will carry during in-service use. Tire manufacturers publish load / inflation tables for the purpose of determining the appropriate tire pressure for various axle loads based on tire and rim industry guidelines. These tables, along with the information provided by the customer, will be used by the chassis manufacturer to select the appropriate PSI settings for the indicators.

One (1)
06-11-0250

Y___N___

BUMPER EXTENSION

CAELCE13-1102

08/07/13

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

There shall be a front bumper extension provided with the chassis from the chassis manufacturer.

One (1)
06-22-0550

Y___N___

CAB TILT CONTROL

There shall be a cab tilt pendant control provided and installed on the forward wall of the right front compartment of the apparatus.

There shall also be a cab tilt instruction plate located as close as possible to the control pendant for ease of operation.

Two (2)
56-05-2000

Y___N___

FUEL FILL ASSEMBLY

There shall be a fuel fill assembly located on each side of the apparatus body accessing the chassis supplied fuel tank. The assembly shall be located in the area adjacent to the rear stabilizers that best suits efficient fuel filling with the space appropriated.

The fuel fill assembly will NOT have a brushed aluminum door. There shall be a drain in the fuel fill assembly to allow over flow to drain on the back side of the apparatus body. The fuel fill cap shall be removable, manufactured of plastic materials, green in color and equipped with a tether.

The fuel fill cap shall be labeled "DIESEL FUEL". The stainless steel fuel fill neck shall have a 3/8" inside diameter vent line installed from the top of the fuel tank to the fill tube.

One (1)
04-45-3400

Y___N___

INTERCOM SYSTEM

A four (4) person six (6) position Fire Com intercom system shall be installed on the apparatus. The system shall consist of the following specified components:

One (1) #5100D base intercom

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1) Mobile radio interface.

Four (4) #UH-51 under helmet headsets (radio transmit).

Four (4) #HM-10 interior headset modules.

Three (3) #PP-20 exterior headset modules.

One (1) #HE-150 fifteen foot coiled extension cord.

One (1) #108-0102-00 6C flat 150ft. cable spool

Four (4) # 520-0676-00 Hanger Hooks for headsets.

One (1)
04-45-3450

Y___N___

HEADSET/JACK LOCATION

There shall be one (1) headset located in the cab above and to the right of the driver's seat, one (1) above and to the left of the officer's seat, two (2) located in the crew area above the crew seats and one (1) weather resistant jack shall be located on the aerial turntable and one (1) located on the ladder tip.

One (1)
04-46-9000

Y___N___

WARNING SYSTEM

A tailboard to cab weather resistant push button alarm system shall be provided and installed on the apparatus. The switch shall be wired to a warning alarm in the chassis cab.

One (1)
04-50-2800

Y___N___

AIR TANK DRAIN CABLES (extended)

There shall be manual pull air tank drain cables provided with the apparatus. The cables shall be extended to the outer edge of the apparatus to facilitate draining moisture from the chassis air tanks. A label shall be affixed indicating "Air Tank Drain".

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
04-61-1000

Y___N___

CHASSIS SUPPLIED SIREN(S)

The siren(s) shall be provided with the chassis.

One (1)
04-62-0250

Y___N___

CHASSIS SUPPLIED SIREN SPEAKER(S)

The siren speaker(s) shall be provided with the chassis.

One (1)
04-85-0250

Y___N___

AIR HORNS

The air horn(s) shall be provided with the chassis.

One (1)
04-87-0000

Y___N___

CHASSIS REQUIRED LABELING

Signs that state "Occupants must be seated and belted when apparatus is in motion" shall be provided and installed in the cab and be visible from all seating positions.

There shall be a lubrication plate mounted inside cab listing the type and grade of lubrication used in the following areas on the apparatus and chassis:

Engine oil
Engine Coolant
Transmission Fluid
Pump Transmission Lubrication Fluid (if applicable)
Drive Axle Lubrication Fluid
Generator Lubrication Fluid (if applicable)
Tire Pressures

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
04-87-5000

Y__N__

APPARATUS INFORMATION LABEL

A high-visibility label shall be provided and installed in a location clearly detectable to the driver while in the seated position indicating the following:

The label shall indicate the following specified information.

Overall Height listed in feet and inches.

Overall Length listed in feet and inches.

Overall GVWR listed in tons.

One (1)
04-87-5010

Y__N__

CAB HELMET WARNING LABEL

A high-visibility label shall be installed in a location clearly detectable from each seating position. The label shall indicate the following specified information.

“DO NOT WEAR HELMET WHILE SEATED”

One (1)
05-15-0100

Y__N__

HELMET RESTRAINTS

Six (6)
05-15-0152

Y__N__

All NFPA required helmet restraints will be supplied and installed by the Dealership prior to the truck being placed into service.

One (1)
06-20-1000

Y__N__

MUD FLAPS

Heavy-duty rubber mud flaps shall be provided behind the rear wheels. The mud flaps shall be black rubber type and be bolted in place.

One (1)

Y__N__

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

16-20-7655

AERIAL WATERWAY

The aerial waterway shall have an inlet provided and installed at the rear of the apparatus.

One (1)
16-53-2025

Y___N___

The aerial waterway inlet shall include the following components:

One (1) 4" NST adapter.

One (1) 4" NST female swivel by 4.50" NST male cast aluminum 30 degree elbow.

One (1) 4.50" NST female self-venting cap, secured by a chain.

One (1)
16-60-1060

Y___N___

A Thuemling 2.5" (63mm) gauge shall be supplied for the pressure reading of 0-400 psi and be installed at the rear of the truck for reading inlet pressure from the rear of the truck. The gauge shall be a model BC-LFP-63 with a white face and black lettering.

One (1)
30-11-1250

Y___N___

FORMED ALUMINUM BODY

The apparatus body shall be a formed aluminum design, which serves as the structural skeleton to support the body and its contents. The entire formed structure shall be welded together utilizing an A.W.S. Certified welding procedure.

Body Structure Members: The body shall have square, rectangular and channel structural members in certain areas of the body. The body shall be designed for maximum strength to weight ratio, therefore the gauge of sheet metal and structural members varies from .125 to .250 throughout, dependent on the design requirement.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

Body Material Type: All body structural members shall be Aluminum 6061-T6 alloy material. All .125 sheet material shall be Aluminum Alloy 5052-H32 and .250 sheet materials shall be Aluminum Alloy 3003. These alloys are required because it provides optimum all around performance for strength, manufacturing properties, and corrosion resistance.

Absolutely no dissimilar metals shall be used in the body and its supporting substructure without being separated by a sufficient corrosion and electrolysis inhibitor.

Front Body Compartment Walls: The front compartment walls of both forward most compartments shall be sheet finished. No overlay material shall be visible from the interior of the compartments.

Rear Body Compartment Walls: The rear compartment walls of both rearward most compartments shall be sheet finished. No overlay material shall be visible from the interior of the compartments. Access panels from the rear walls shall be strategically placed to ensure access to the rear taillight clusters for any servicing that may be completed.

Compartment Top: The top of the compartments shall be an integral portion of the body. No overlay material shall be visible from the interior of the compartments.

Compartment Floors: The body compartments shall be enclosed with aluminum sheet metal as specified above. The compartment floors shall have a 1" lip downward at the door opening side of the compartment. This lip shall integrate with a structural member on the bottom edge and form a "sweep-out" compartment. This design shall also allow for a structural flush fitting door frame and a complete door/weather seal or a roll up type door as specified.

Compartment Load Capacity: Each compartment shall have a minimum of one additional structural compartment floor support centered on the underside of the compartment floor. This additional member shall be integral with the rest of the body structure. Each compartment must be designed to carry a working load of:

Full depth side compartment: 1,000 lbs per compartment

Half depth side compartment: 750 lbs per compartment.

One (1)
30-12-5005

Y___N___

PAINT SPECIFICATIONS

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

All bright metal fittings, if unavailable in stainless steel, shall be heavily chrome plated.

Critical body and sub-frame area which cannot be primed after assembly shall be pre-painted.

All welded metal surfaces shall be ground to a smooth surface prior to a degreasing and high pressure, high temperature phosphatizing process. The entire surface shall be sprayed with a non-chromate sealing compound to prevent formulation of stains or flash rust on previously phosphatized parts.

The paint applied to the apparatus shall be PPG Industries Delta® brand, applied throughout a multi-step process including at least two coats of each color and clear coat finish.

The coating shall be an infra-red, baked air dried. The coatings shall provide full gloss finished suitable for application by high-pressure airless or conventional low pressure air atomizing spray.

The coatings shall not contain lead, cadmium or arsenic. The polyisocyanate component shall consist of only aliphatic isocyanates, with no portion being aromatic isocyanates in character. The solvents used in all components and products shall not contain ethylene glycol mono-ethyl ethers or their acetates (commercially recognized as cello solves), nor shall they contain any chlorinated hydrocarbons. The products shall have no adverse effects on the health or nor present any unusual hazard to personnel when used according to manufacturer's recommendations for handling and proper protective safety equipment, and for its intended use.

The coating system, as supplied and recommended for application, shall meet all applicable federal, state and local laws and regulations now in force or at any time during the courses of the bid.

The manufacturer shall supply (upon request) for each product and component of the system, a properly complete OSHA "Material Data Safety Sheet".

The following documents of the issue in effect on the date of the invitation to quote form a part of this document to the extent specified herein:

Federal Standards: Number 141A and 141B paint, varnish, lacquer and related material: methods of inspection, sampling, and testing.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

Military Standard: MIL-C 83486B Coating, Urethane, Aliphatic Isocyanates, for Aerospace applications.

Industry Methods and Standards: ASTM Method of Analysis (American Society for testing and Materials). BMS 10-72A (Boeing Material Specifications).

The entire exterior body structure (excluding roll-up doors) shall receive the primer coats and the finish coats. The apparatus body, will be painted in a down draft type paint booth to reduce dust, dirt or impurities in the finish paint. The painted surfaces shall have a finish with no runs, sags, craters, pinholes or other defects. The coating will meet the following test performance properties as a minimum standard. (SEE PDF).

One (1)
30-12-6005

Y___N___

BODY PAINT COLOR

One (1)
30-12-7000

Y___N___

The apparatus body shall be painted {" MUST SPECIFY " }.

One (1)
30-12-6065

Y___N___

SPEEDLINER COMPARTMENT FINISH

The compartment interiors shall be coated with Speedliner. The color shall be medium gray.

Speedliner is an Industrial polymer coating with a low VOC content offering good resistance to U. V. and common chemical solvents including fuels and corrosive materials. Speedliner provides a tough 4600 psi tensile strength protective coating that is tear and abrasion resistant. Speedliner is approved in accordance with the Federal Motor Vehicle Safety Standard FMVSS 302 to provide an acceptable flammability and flame propagation rate for coatings applied to motor vehicles. It requires no special maintenance and is washable.

One (1)
54-50-1545

Y___N___

OVERLAYS

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

The entire front face of the apparatus body shall have aluminum diamond plate overlays installed.

The entire rear face of the apparatus body shall have raw aluminum overlays installed for the installation of chevron striping.

All overlay materials shall be coated with 3M adhesive sealant on the back portion to provide an insulating barrier between dissimilar metals.

One (1)
54-50-2120

Y___N___

The front of the apparatus body, vertical wall overlays shall be installed with a 18 gauge mirrored stainless steel 1.0" x 1.0" corner trim piece for edge protection. The vertical edge trim piece shall extend from the top to bottom and shall be fastened at a minimum of three locations, top, middle, and bottom.

One (1)
54-50-2220

Y___N___

The rear face of the apparatus body, vertical wall overlays shall be installed with an 18 gauge mirrored stainless steel 1.0" x 1.0" corner trim piece, for edge protection. The vertical edge trim piece shall extend from the top to bottom and shall be fastened at a minimum of three locations, top, middle, and bottom.

The vertical edge trim piece that is protecting the chevron striping surface or that is utilized for the purpose of striping, shall be secured utilizing fasteners only.

One (1)
54-50-5600

Y___N___

CATWALKS

The catwalks shall be constructed with materials of a non-slip embossed aluminum diamond plate, meeting the minimum NFPA standard requirements for slip resistance.

One (1)
56-60-7050

Y___N___

REAR BUMPER/STEP

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

The rear bumper/step shall be fabricated of the same tubular materials as used in the apparatus body. The bumper/step shall be an independent assembly welded to the rear body structural framing to provide body protection and a solid rear stepping platform. The rear bumper/step shall be designed to incorporate "crush zone" technology. This idea incorporates lighter materials in the bumper/step than the body structure so the bumper/step will "crush" in a collision before the body structure.

On the rear body surface, a sign shall be attached that states: "DO NOT RIDE ON REAR STEP, DEATH OR SERIOUS INJURY MAY RESULT."

The rear bumper/step and body shall be constructed such that the angle of departure shall be no less than 8 degrees at the rear of the apparatus when fully loaded (Per NFPA 1901).

One (1)
56-61-1000

Y___N___

The rear step shall be 3" deep.

One (1)
30-13-1800

Y___N___

GENERAL BODY DETAILS

All compartmentation shall be constructed in a sweep out design to be water and dust resistant, and manufactured to the maximum possible storage capacity.

FASTENERS

All bolts and nuts used in the finish construction of the apparatus shall be coated stainless steel which helps prevent dissimilar metal electrolytic reaction and corrosion. The Manufacturer may be requested to supply evidence of fastener coating and results of salt spray testing when dissimilar metals are used. Any bolt extending into a compartment or into the hose bed area shall have an acorn nut attached or be protected in such manner where sharp edges are avoided.

WHEEL WELLS

Wheel wells shall have semicircular black polymer composite inner liners that are bolted to the wheel well panel and supported inboard by brackets that are connected to the body framework. Each wheel well shall be a continuous piece with no breaks or ledges where road grime or debris may accumulate. This liner shall be removable for access to suspension assembly for repairs. There shall be

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

no exception to the bolted wheel well inner liner requirement.

One (1)
30-15-4300

Y___N___

WHEEL WELL MODULES

The body wheel well area shall be fabricated of smooth aluminum and finish painted. There shall be "smart storage" compartmentation features incorporated on each side of the apparatus body wheel well modules to utilize and maximize storage space availability.

One (1)
30-16-2200

Y___N___

SCBA COMPARTMENT

There shall be a compartment located in the wheel well to hold two (2) fire extinguishers - one (1) 2-1/2 gallon water, one (1) 20# Dry Chemical.

One (1)
30-16-5000

Y___N___

The compartment shall be located in front of the axle on the left side.

One (1)
30-16-2300

Y___N___

SCBA COMPARTMENT

There shall be a compartment located in the wheel well to hold three (3) 6.75" Diameter x 24" long SCBA bottles with 1" nylon safety loops installed.

One (1)
30-16-7000

Y___N___

The compartment shall be located between the axles on the left side.

One (1)
30-16-2500

Y___N___

SCBA COMPARTMENT

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

There shall be a compartment located in the wheel well to hold one (1) 6.75" Diameter x 24" long SCBA bottle with 1" safety loops installed.

One (1)
30-16-5500

Y___N___

The compartment shall be located behind the axle on the left side.

One (1)
30-16-2600

Y___N___

SCBA COMPARTMENT

There shall be a compartment located in the wheel well to hold three (3) 6.75" Diameter x 24" long SCBA bottles with 1" safety loops installed.

One (1)
30-16-7500

Y___N___

The compartment shall be located between the axles on the right side.

One (1)
30-16-2400

Y___N___

SCBA COMPARTMENT

There shall be a compartment located in the wheel well to hold two (2) fire extinguishers - one (1) 2-1/2 gallon water, one (1) 20# Dry Chemical.

One (1)
30-16-6000

Y___N___

The compartment shall be located in front of the axle on the right side.

One (1)
30-16-2700

Y___N___

SCBA COMPARTMENT

There shall be a compartment located in the wheel well to hold one (1) 6.75" Diameter x 24" long SCBA bottles with 1" nylon safety loops installed.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
30-16-6500

Y___N___

The compartment shall be located behind the axle on the right side.

One (1)
30-17-1300

Y___N___

The smart storage compartment doors shall be painted.

One (1)
30-44-1025

Y___N___

DOOR OPEN INDICATOR

Each smart storage compartment door shall have a “plunger” style switch.

If the door is not properly closed and the transmission is placed into drive or reverse mode with the parking brake released, it shall activate the “Door Open” indicator light in the cab to warn the crew.

One (1)
30-20-1200

Y___N___

AERIAL BODY MOUNTING SYSTEM

The complete apparatus body shall be modular in construction and built separately from the chassis. The apparatus body shall be mounted to the chassis framework with angular framework hangers. The body shall be combination bolted and welded to the hangers to reduce fatigue of the body material in mounting locations. The hangers shall reach out underneath the body compartmentation to serve as a full-width under body support in several areas along the length of the body side.

During installation of the mounting system all welding to the chassis frame rails and all drilling will be performed within the parameters established by the chassis manufacturer. Under no circumstances shall any drilling be done in the upper or lower flanges between the axles.

One (1)
30-30-1000

Y___N___

BODY STRUCTURE WIDTH

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

The width of the apparatus body from the outside of the left compartments to the outside of the right compartments shall be 99" excluding any attached peripherals such as rub rails, fenderettes, grab handles, etc.

One (1)
30-31-5005

Y___N___

COMPARTMENT VENTILATION

To allow for proper air circulation & flow, each compartment shall have a venting route. The venting locations shall be determined by best-fit for each body configuration. Louvered plate vents shall be installed appropriately on the compartment interior walls.

One (1)
31-40-5600

Y___N___

SIDE COMPARTMENT UNISTRUT

Vertically mounted Unistrut shall be installed in all apparatus body "SIDE" compartments, to accommodate the installation of shelves, trays, tool boards and or other miscellaneous equipment.

One (1)
40-23-2350

Y___N___

COMPARTMENTATION

The following compartments shall be supplied on the left side of the apparatus:

Compartment "L1": There shall be one (1) compartment located above the forward outriggers on the left side of the apparatus. The approximate interior dimensions of this compartment shall be a minimum of 26.5" wide by 26.5" high with a depth of 25.5". The framed opening shall measure approximately 21.5" wide by 23.5" high.

This compartment shall have a painted lift up hinged door with a D ring handle latch and gas shock hold open device.

Compartment "L2": There shall be one (1) full height compartment ahead of the rear wheels on the left side of the apparatus. The approximate interior dimensions of this compartment shall be a minimum of 45.5" wide by 74.5" high with a depth

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

of 25.5". The framed opening shall measure approximately 43.0" wide by 71.5" high.

Compartment "L3": There shall be one (1) compartment located above the rear wheels on the left side of the apparatus. The approximate interior dimensions of this compartment shall be a minimum of 56.75" wide by 46.5" high with a depth of 25.5". The framed opening shall measure approximately 56.75" wide by 42.5" high.

Compartment "L4": There shall be one (1) transverse, split-depth compartment located above the rear wheels on the left side of the apparatus. The approximate interior dimensions of this compartment shall be a minimum of 56.75" wide by 37.5" high with a depth of 25.5" in the lower section and 94" deep in the upper 10" section. The framed opening shall measure approximately 56.75" wide by 33.5" high.

Compartment "L5": There shall be one (1) compartment located behind the rear wheels on the left side of the apparatus. The approximate interior dimensions of this compartment shall be a minimum of 31.5" wide by 67.0" high with a depth of 21.0". The framed opening shall measure approximately 29.0" wide by 63.0" high.

Compartment "L6": There shall be one (1) compartment located behind the rear wheels on the left side of the apparatus. The approximate interior dimensions of this compartment shall be a minimum of 24.0" wide by 18" high with a depth of 17.5". The framed opening shall measure approximately 21.5" wide by 15" high.

This compartment shall have a painted lift up hinged door with a D ring handle latch and gas shock hold open device.

Compartment "R1": There shall be one (1) compartment located above the forward outriggers on the right side of the apparatus. The approximate interior dimensions of this compartment shall be a minimum of 26.5" wide by 26.5" high with a depth of 25.5". The framed opening shall measure approximately 21.5" wide by 23.5" high.

This compartment shall have a painted lift up hinged door with a D ring handle latch and gas shock hold open device.

Compartment "R2": There shall be one (1) full height compartment ahead of the rear wheels on the right side of the apparatus. The approximate interior dimensions of this compartment shall be a minimum of 45.5" wide by 74.5" high

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

with a depth of 25.5". The framed opening shall measure approximately 43.0" wide by 71.5" high.

Compartment "R3": There shall be one (1) compartment located above the rear wheels on the right side of the apparatus. The approximate interior dimensions of this compartment shall be a minimum of 56.75" wide by 46.5" high with a depth of 25.5". The framed opening shall measure approximately 56.75" wide by 42.5" high

Compartment "R4": There shall be one (1) transverse, split-depth compartment located above the rear wheels on the right side of the apparatus. The approximate interior dimensions of this compartment shall be a minimum of 56.75" wide by 37.5" high with a depth of 25.5" in the lower section and 94" deep in the upper 10" section. The framed opening shall measure approximately 56.75" wide by 33.5" high.

Compartment "R5": There shall be one (1) compartment located behind the rear wheels on the right side of the apparatus. The approximate interior dimensions of this compartment shall be a minimum of 31.5" wide by 67.0" high with a depth of 21.0". The framed opening shall measure approximately 29.0" wide by 63.0" high.

Compartment "R6": There shall be one (1) compartment located behind the rear wheels on the right side of the apparatus. The approximate interior dimensions of this compartment shall be a minimum of 24.0" wide by 18" high with a depth of 17.5". The framed opening shall measure approximately 21.5" wide by 15" high.

This compartment shall have a painted lift up hinged door with a D ring handle latch and gas shock hold open device.

Compartment "R7": There shall be one (1) compartment located aft of the rear stabilizer on the right side of the apparatus. The approximate interior dimensions of this compartment shall be 23.0" wide by 63" high with a depth of 21.0". The framed opening shall measure approximately 20.5" wide by 60" high.

One (1)
26-10-5100

Y___N___

AERIAL COMPARTMENT

There shall be one (1) compartment "A" located directly behind the aerial ladder boom support on each side of the apparatus.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

The approximate interior dimensions of these compartments shall be a minimum of 57" wide by 73" high. The lower 21" of the compartment shall be 22.5" deep and the upper area shall be transverse. The door openings shall measure approximately 52" wide by 68" high. The compartment will have a minimum of 115 cubic feet of space.

One (1)
26-10-5600

Y___N___

This compartment shall have a vertically hinged locking door on both sides.

One (1)
40-53-7000

Y___N___

LOCKING HINGED DOOR CONSTRUCTION

All doors shall be a minimum of 2" thick with a return flange on the interior of the door to provide a mounting surface for the attachment of a brushed door liner. To prevent corrosion, the liners shall not be attached with metallic fasteners. Each door will have a weep hole to prevent interior moisture build up.

All door hinges shall be polished 14 gauge 304 stainless steel with a 1/4" diameter stainless steel pin. The hinges shall be mounted to provide easy door adjustment in the future without removing the door liner. The vertically hinged doors shall each have a stainless steel spring loaded door holder. The horizontally top hinged doors shall have a gas charged shock to hold the door in the up position.

Door handles shall be polished stainless steel locking D-ring style that are spring loaded and bidirectional. They shall be mounted on the doors of compartments with a single door or on the primary door of a compartment with vertical double doors. The latches shall attach to the door assembly without any fasteners penetrating the door skin material, with a rubber gasket provided between the D-ring handle and the door skin. The door latch assembly must be completely enclosed by the door assembly and inner door pan, to prevent damage from shifting equipment carried in the compartment.

The door latches to open the secondary door of a compartment with vertical double doors shall be "lever" style, located on the backside of the door. Once the primary door is opened, the handle shall be easily visible. Full height secondary doors will have the latch at the bottom of the door with all others door heights having the latch at the top of the door.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

All hinged doors shall be a "flush" style to provide a flat appearance of the body side. The body shall form a 2" deep frame on all four sides to receive the door, preventing any door overlap. A clip on rubber gasket shall be mounted on the door frame, providing a tight seal to prevent moisture and debris from entering the compartment.

Lap type doors which utilize an outer lip to provide a weather seal, shall not be acceptable.

One (1)
30-44-1000

Y___N___

DOOR OPEN INDICATOR

Each flush door compartment shall have a magnetic style reed indicator switch. Each switch shall be hermetically sealed rated to 10,000,000 cycles. The reed shall be potted in the contact housing with polyurethane and the housings shall be molded fire retardant ABS plastic. The contact and magnetic housing shall snap-lock in the body material, one on the body and one in the door.

If the door is not properly closed and the transmission is placed into drive or reverse mode with the parking brake released, it shall activate the "Door Open" indicator light in the cab to warn the crew.

One (1)
40-52-9800

Y___N___

All horizontal and vertical side compartment doors and door liners shall be fabricated of 5052 aluminum.

One (1)
49-02-1100

Y___N___

SILL PLATES

Mirrored stainless steel sill plates shall be installed at the bottom of each body compartment door opening.

One (1)
52-13-1000

Y___N___

OVER-WHEEL COMPARTMENT PARTITIONS

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

Compartment partitions, fabricated of the same material as the body, shall be welded in place in all over-wheel compartments flush to the forward and rearward frame openings.

These partitions shall aid in keeping loose equipment from falling into the fore and aft compartments.

One (1)
54-20-2000

Y___N___

FENDERETTES

Four (4) polished stainless steel fenderettes shall be provided on body rear wheel well openings, two (2) each side. A rubber welting shall be provided between the body and the crown to seal the seam and restrict moisture from entering. A dielectric barrier shall be provided between the fender crown fasteners (screws) and the fender sheet metal to resist deterioration.

One (1)
68-70-0015

Y___N___

REAR CENTER LADDER STORAGE AREA

There shall be a rear center storage area constructed for ladder storage. The ladder storage area shall utilize the area enclosed by the torque box of the aerial device. The ladder storage area shall be constructed as large as possible within the confines of the torque box area.

The ladder storage area shall be used to store ground ladders on edge. The area shall be divided to allow removal of any such ladder without disturbing the storage of any other. The ladders shall be stored on slides to separate the ladders from each other. The lower slides shall be fabricated of extruded polyester structural angles for low friction and prevention of damage to ground ladder rails. The upper slides shall be fabricated of formed aluminum laminated with polypropylene wear pads to hold the ladders in alignment and prevent metal to metal contact between the ladders and slides. The ladder slides shall be bolted in place for easy removal.

Ladder stops shall be provided at the front of the ladder slides to prevent the ladders from sliding forward. A hinged ladder stop shall be provided at the rear to prevent the ladders from sliding rearward and fouling the roll-up door.

The ladder storage area shall also be utilized for storage of any other

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

miscellaneous equipment, such as pike poles and miscellaneous equipment as available space allows.

A roll-up door shall be provided over the rear ladder storage area to provide access to the storage area and prevent dirt and road grime from drafting into the area.

One (1)
68-80-1100

Y___N___

LADDER BOX STORAGE:

The storage shall be large enough for the following ladder compliment:

- Two (2) 35' 2 Section Ladder
- One (1) 24' 2 Section Ladder
- One (1) 20' Roof Ladder
- One (1) 16' Roof Ladder
- One (1) 14' Roof Ladder
- One (1) 10' Aluminum Folding Ladder
- Up to six (6) Pike Poles

There shall be a stop in the front of each slot to prevent the items from sliding forward.

One (1)
69-00-2000

Y___N___

OUTRIGGER ACCESSORIES

The outriggers shall be controlled from the rear of the apparatus. A control box with a hinged door shall be furnished on each side, installed per NFPA, lighted for night operations. There will be a side to side indicator furnished and installed at the rear of the apparatus to aid in leveling the unit.

One (1)
69-00-2500

Y___N___

There will be four (4) outrigger pad mounting/storage slots furnished below the body, two (2) each side, adjacent to each stabilizer.

One (1)

Y___N___

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

69-00-4100

OUTRIGGER COVERS

Brushed stainless steel covers shall be installed over the front and rear outrigger areas, one on each side of the apparatus, front and rear. Each cover shall mount directly to the outrigger stabilizer arm and extend with the outrigger.

One (1)
69-02-1000

Y___N___

TURNTABLE ACCESS

There shall be one set of steps constructed of aluminum "Diamondback" material furnished at the left rear of the apparatus for access to the turntable. These steps shall be located just behind the left side compartmentation. These steps shall be connected to the door open circuit to warn the driver if left in the deployed position. Steps shall be properly illuminated (Weldon style 9186-23882 Surface Mount series) for night time operation.

One (1)
50-15-1702

Y___N___

OPEN STORAGE AREA

There shall be an open storage (Dunnage) area provided on top of the apparatus body, between the left and right side body compartments. The open storage area shall be constructed from 1/8" embossed diamond plate and shall be as large as practical within the available space.

One (1)
52-15-0000

Y___N___

COMPARTMENT FLOOR MATTING

Seven (7)
52-15-1000

Y___N___

Black Versaflex floor tile shall be installed on seven (7) compartment floor(s). The tile shall be custom fitted to the interior compartment floor construction to protect the entire floor surface from equipment damage.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

Seven (7)
52-15-2000

Y___N___

Tapered floor tile shall be installed on seven (7) compartment floor edge(s). The beveled tile shall be custom fitted to the matting installed and the interior compartment construction. The tapered tile shall aid in the removal and installation of equipment while protecting the compartment floor edge from equipment damage.

One (1)
52-20-0050

Y___N___

SHELVING

Each shelf shall be fabricated of 3/16" thick aluminum sheet material with the outside and inside edges flanged up to prevent equipment from sliding off. Each shelf shall be as wide as possible to allow proper attachment to uni-strut channels. Each shelf shall be adjustable up and down.

The following shall be provided:

Nine (9)
52-20-4100

Y___N___

A {25.5"} deep shelf shall be supplied and installed in the compartment. Each shelf shall be as wide as possible and there shall be a total quantity of nine (9).

Nine (9)
52-20-7300

Y___N___

Each shelf or tray shall be covered with (black) Turtle Tile for durability and a pleasing appearance.

Two (2)
52-26-0002

Y___N___

- Two (2) located in the L-2 compartment.

One (1)
52-26-0004

Y___N___

- One (1) located in the L-4 compartment.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
52-26-0005

Y___N___

- One (1) located in the L-5 compartment.

Two (2)
52-26-0012

Y___N___

- Two (2) located in the R-2 compartment.

One (1)
52-26-0014

Y___N___

- One (1) located in the R-4 compartment.

Two (2)
52-26-0017

Y___N___

- Two (2) located in the R-7 compartment.

Seven (7)
52-25-0125

Y___N___

ROLL OUT TRAY/AUSTIN

Each tray shall be fabricated of 3/16" thick 3003 grade or higher aluminum with four 3" side flanges; corner welded for maximum strength. Each tray shall be as wide and deep as the door allows and secured to (Austin Hardware) "heavy duty" slide assemblies.

The slide assemblies shall incorporate cadmium plated ball bearing roller slides and a lock-in, lock-out (FDR) front drawer release system.

The following shall be provided:

Seven (7)
52-25-0135

Y___N___

A {300#} capacity tray with {100%} extension shall be installed to the compartment floor. There shall be a total quantity of seven (7).

Seven (7)
52-20-7300

Y___N___

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

Each shelf or tray shall be covered with (black) Turtle Tile for durability and a pleasing appearance.

One (1)
52-26-0002 Y__N__

- One (1) located in the L-2 compartment.

One (1)
52-26-0004 Y__N__

- One (1) located in the L-4 compartment.

One (1)
52-26-0005 Y__N__

- One (1) located in the L-5 compartment.

One (1)
52-26-0012 Y__N__

- One (1) located in the R-2 compartment.

One (1)
52-26-0014 Y__N__

- One (1) located in the R-4 compartment.

One (1)
52-26-0075 Y__N__

- One (1) located in the AL-1 compartment.

One (1)
52-26-0076 Y__N__

- One (1) located in the AR-1 compartment.

Two (2)
52-25-0145 Y__N__

A {300#} capacity tray with {100%} extension and adjustable height utilizing uni-strut materials shall be installed. There shall be a total quantity of two (2).

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

Two (2)
52-20-7300

Y___N___

Each shelf or tray shall be covered with (black) Turtle Tile for durability and a pleasing appearance.

One (1)
52-26-0002

Y___N___

- One (1) located in the L-2 compartment.

One (1)
52-26-0012

Y___N___

- One (1) located in the R-2 compartment.

One (1)
52-25-0205

Y___N___

ROLL OUT TRAY/SLIDEMASTER

Each tray shall be fabricated of 3/16" thick 3003 grade or higher aluminum with four 3" side flanges; corner welded for maximum strength. Each tray shall be as wide and deep as the door allows and secured to a (Slide Master) roll-out system constructed of "heavy duty steel" with structural tube and channels. The slide assemblies shall incorporate cadmium plated ball bearing roller slides and a latching device to hold the tray in the stored position.

The following shall be provided:

Two (2)
52-25-0245

Y___N___

A {600#} capacity tray with {100%} extension and adjustable intermediate height utilizing uni-strut materials shall be supplied and installed. There shall be a total quantity of two (2).

Two (2)
52-20-7300

Y___N___

Each shelf or tray shall be covered with (black) Turtle Tile for durability and a pleasing appearance.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

Two (2)
52-25-0257

Y___N___

The slide shall be held in the locked position by a lever actuated twist lock.

Two (2)
52-25-0261

Y___N___

The Slide Master slides shall be wet painted {silver} in color.

One (1)
52-26-0075

Y___N___

- One (1) located in the AL-1 compartment.

One (1)
52-26-0076

Y___N___

- One (1) located in the AR-1 compartment.

Two (2)
52-25-0405

Y___N___

ROLL OUT/TILT DOWN TRAY

Each tray shall be fabricated of 3/16" thick 3003 grade or higher aluminum with four 3" side flanges; corner welded for maximum strength. Each tray shall be designed to utilize the full compartment width and depth and be secured to a (Slide Master) rollout/tilt down unit. The slide unit shall extend down 30-degrees and 90% of the slide capacity. The slide assemblies shall incorporate cadmium plated ball bearing roller slides and a latching device to hold the tray in the stored position.

The following shall be provided:

Two (2)
52-25-0425

Y___N___

A {250#} capacity tray with {30} degree tilt and {90%} extension shall be supplied and installed in the compartment. There shall be a total quantity of two (2).

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

Two (2)
52-20-7300

Y___N___

Each shelf or tray shall be covered with (black) Turtle Tile for durability and a pleasing appearance.

Two (2)
52-25-0257

Y___N___

The slide shall be held in the locked position by a lever actuated twist lock.

Two (2)
52-25-0261

Y___N___

The Slide Master slides shall be wet painted {silver} in color.

One (1)
52-26-0003

Y___N___

- One (1) located in the L-3 compartment.

One (1)
52-26-0013

Y___N___

- One (1) located in the R-3 compartment.

Three (3)
52-40-1200

Y___N___

PULL-OUT TOOL BOARD/ALUMINUM

An aluminum pull-out tool board shall be installed in the compartment as specified. The tool board shall be attached to uni-strut material mounted on the floor and ceiling of the compartment, extending perpendicular to the rear wall, allowing for horizontal adjustment from front to rear.

The tool board shall be mounted on ball bearing slides, top and bottom. A locking device shall be installed on the lower slide to keep the board in the stored and extended positions.

There shall be a total quantity of three (3).

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

Three (3)
52-26-0015

Y___N___

- Three (3) located in the R-5 compartment.

Three (3)
52-40-9500

Y___N___

The pull-out/swing-out style tool board, shall have RED reflective striping installed making the perimeter of the tool board more readily visible.

One (1)
52-42-0000

Y___N___

There shall be a free standing, permanently mounted, rescue equipment storage compartment provided and installed with the apparatus. The compartment shall be constructed of 1/8" smooth aluminum and allow access from either side if mounted in a transverse designed section. The interior floor of the compartment shall be lined with black ABS plastic for ease of stowing and un-stowing equipment.

The compartment shall include provisions for mounting the following:

One (1)
52-42-1000

Y___N___

One (1) Backboard(s) shall be stored in individual storage slot(s) within the stokes storage compartment. The slot shall have clear inside dimensions of approximately 18"high x 2.5"wide x 75"long. The backboard shall be removable without disturbing the storage of another.

One (1)
52-44-9030

Y___N___

The compartment shall be located in the L-4/R-4 transverse compartment area.

One (1)
52-44-9095

Y___N___

VELCRO STRAPPING

The compartment shall incorporate heavy duty Velcro strapping on each the end of the compartment to securely retain the equipment during transit.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
52-42-2000

Y___N___

One (1) Stokes basket(s) shall be stored in individual storage slot(s). The slot shall have clear inside dimensions of 9"high x 26"wide x 86"long. The stokes basket shall be removable without disturbing the storage of another.

One (1)
52-44-9030

Y___N___

The compartment shall be located in the L-4/R-4 transverse compartment area.

One (1)
52-44-9095

Y___N___

VELCRO STRAPPING

The compartment shall incorporate heavy duty Velcro strapping on each the end of the compartment to securely retain the equipment during transit.

One (1)
54-10-2100

Y___N___

SIDE RUB RAILS (ALUMINUM CHANNEL)

The lowest edge of the apparatus body side compartments shall be trimmed with brightly anodized aluminum channel rub rail material.

The rub rails shall be approximately 3.00" high with flanges turned outwards for increased rigidity, with each end chamfered to a 45 degree angle. The rub rails shall not be constructed as an integral part of the apparatus body structure, allowing each rub rail to be easily removed in the event of damage.

The rub rails shall be secured with stainless steel fasteners and spaced away from the apparatus body with ½" nylon spacers, to help absorb moderate side impacts and prevent the collection of water and debris for easier cleaning.

One (1)
54-11-2000

Y___N___

RUB RAIL REFLECTIVE STRIPING

One inch reflective striping (3M Diamond Grade) shall be applied to the length of

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

each rub rail section making the perimeter of the apparatus more readily visible.

One (1)
54-11-2030

Y___N___

The reflective striping shall be red in color.

One (1)
54-50-1810

Y___N___

The roof of the body shall be overlaid with materials of a embossed aluminum diamond plate required to meet minimum NFPA standard requirements for slip resistance.

One (1)
56-61-6105

Y___N___

RESCUE WINCH RECEIVER

One (1)
56-61-6130

Y___N___

RESCUE WINCH RECEIVER

There shall be a rescue winch receiver tube located in the compartment directly in front of the rear axle(s) on the left side. The receiver tube shall have a 2" square opening to allow a portable rescue winch to be installed. The maximum pull capacity equals 9000 pounds straight line pull. A label shall be affixed on or near the winch receiver stating the maximum load rating of the anchor.

A receptacle shall be supplied adjacent to the rescue winch receiver and wired for a portable electric winch.

One (1)
56-61-6140

Y___N___

RESCUE WINCH RECEIVER

There shall be a rescue winch receiver tube located in the compartment directly in front of the rear axle(s) on the right side. The receiver tube shall have a 2" square opening to allow a portable rescue winch to be installed. The maximum pull capacity equals 9000 pounds straight pull. There shall be a label placed on or near the winch receiver tube stating the maximum load rating of the tie off tube.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

A receptacle shall be supplied adjacent to the rescue winch receiver tube and wired for a portable electric winch.

One (1)
56-61-6150

Y___N___

RESCUE WINCH RECEIVER

There shall be a rescue winch receiver tube located in line with the rear tow eyes below the body, behind the rear axle on the left and right side. The receiver tube shall have a 2" square opening to allow a portable rescue winch to be installed. The maximum pull capacity equals 9000 pounds straight pull. There shall be a label placed on or near the winch receiver tube stating the maximum load rating of the tie off tube.

A receptacle shall be supplied adjacent to the rescue winch receiver tube and wired for a portable electric winch.

One (1)
59-60-0400

Y___N___

KNURLED ALUMINUM ILLUMINATED HANDRAILS

All handrails shall be 1 1/4" in diameter, constructed of extruded aluminum with a knurled grip, full length red reflective inserts and full length illuminated LED light insert. There shall be a 2" minimum clearance between the handrail and the body. The light shall illuminate an area adjacent to the handrail that has been determined by the department and in accordance with the current edition of NFPA 1901 standard requirements.

The following handrails shall be installed at the approximate lengths noted:

One (1)
59-60-0150

Y___N___

Two (2) hand rails installed on the rear of the apparatus. Each hand rail shall provide approximately 42 inches of gripping area for personnel.

Each handrail shall be constructed of extruded aluminum with a knurled grip, full length red reflective inserts and full length illuminated LED light insert. There shall be a 2" minimum clearance between the handrail and the body. The light shall illuminate an area adjacent to the handrail that has been determined by the

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

department and in accordance with the current edition of NFPA 1901 standard requirements.

One (1)
60-20-1000

Y___N___

TOW EYES

There shall be two tow eyes installed on the apparatus. One (1) on each rear frame rail. The tow eyes shall be connected directly to the frame rails and extend outside the rear vertical wall. The tow eyes are to have an inside diameter of approximately 3" and shall be painted.

One (1)
70-10-0700

Y___N___

LOW-VOLTAGE ELECTRICAL SYSTEM

The apparatus shall be equipped with a Logic Controlled, Low-Voltage (12v) Electrical System, compliant with the latest revision of the NFPA 1901 standard guidelines.

The system shall be capable of performing total load management, load management sequencing, and load shedding via continuous monitoring of the low-voltage electrical system. In addition, the system shall be capable of switching loads (similar to operating as an emergency warning lamp flasher) eliminating the dependency on many archaic electrical components such as conventional flasher modules. The system shall also incorporate provisions for future expansion or system modification.

The low-voltage electrical system shall be designed to distribute the placement of electrical system hardware throughout the apparatus thereby enabling a smaller, optimized wire harness. The programmable, logic controlled system shall eliminate redundant electrical hardware such as extra harnesses, circuit boards, relays, circuit breakers, and separate electrical or interlock subsystems and associated electronics for controlling various electrical loads and inputs.

As-built electrical system drawings and an apparatus-specific reference of I/O shall be furnished in the final delivery manuals. These drawings shall illustrate the electrical system broken down into separate functions, or small groups of related functions. Drawings shall depict circuit numbers, electrical components and connectors from beginning to end. **A single drawing for all electrical circuits installed by the apparatus manufacturer shall not be accepted.**

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
70-10-5250

Y___N___

LED DOT LIGHTING

There shall be seven (7) lights located on the rear of the apparatus. Three (3) of the lights shall be mounted on the rear of the apparatus, for use as identification lamps. Two (2) lights shall be located on the rear, one each side and two (2) lights on the sides facing the side, for use as clearance lamps.

If the apparatus is 30' or longer there shall be two (2) amber intermediate turn signals and two (2) amber intermediate marker lights on the sides of the apparatus (one (1) each per side) between the front and rear axles.

The lights shall be Weldon brand 9186-1500 series LED red and amber markers.

There shall also be two (2) Britax rubber mounted marker lights mounted on the body one (1) each side as far to the rear as possible.

One (1)
70-10-6650

Y___N___

LED REAR TAIL LIGHT WARNING CLUSTER

There shall be a Whelen, LED Quad rear tail light cluster provided and installed in a polished bezel on the rear of the apparatus, one each side. The cluster shall consist of the following specified components:

- 1 - Whelen #60 LED series amber turn signal light populated in the shape of an arrow
- 1 - Whelen #60 LED red brake light
- 1 - Whelen #60 LED clear backup light
- 1 - 4X6 spot for the warning lamp specified below

One (1)
70-10-7400

Y___N___

BACKUP LIGHTS

The backup lights shall illuminate when the apparatus is placed in reverse.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
70-20-2125

Y___N___

PUMP COMPARTMENT WORK LIGHT

One (1) LED Tube light(s) model #RX-15T16-5050-21CM shall be installed in the pump compartment module to illuminate the piping and plumbing components. The light(s) shall be activated by a weather resistant toggle switch.

One (1)
70-30-0452

Y___N___

Two (2) LED Tube lights model #RX-15T16-5050 shall be installed in each body compartment. The tube lights shall be centered vertically along each side of the door framing.

The lights in each compartment shall be on a separate circuit, turning on only those lights that have open compartment doors.

Two (2)
70-30-0502

Y___N___

ADDITIONAL LED COMPARTMENT LIGHTING

Two (2) additional LED Tube compartment light(s) model #RX-15T16-5050 shall be installed as specified. The lights in each compartment shall be on a separate circuit, turning on only those lights that have open compartment doors.

The lights shall be installed on the ceiling of the transverse storage compartment AL1/AR1 to provide additional lighting in the center of the compartment.

One (1)
70-34-1450

Y___N___

PERIMETER LIGHTS

There shall be eight (8) LED underbody perimeter lights provided and installed in addition to the chassis provided lights. One (1) under each side of the forward transverse compartment, one (1) under each side of the rear of the body, one (1) under each side of the front of the body, and two (2) under the rear step to illuminate the ground around the truck.

Lighting designed to provide illumination under the cab step areas shall be of a switch-able design although, activate automatically when the exit doors are

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

opened. All other ground area lighting shall be of the standard switch-able design.

They shall be manufactured by Trucklite and be model # 44308C.

One (1)
70-35-5100

Y___N___

PERIMETER LIGHTS

There shall be two (2) Trucklite model #40003 underbody perimeter lights provided and installed under the front bumper.

One (1)
72-2A-1100

Y___N___

UPPER LIGHTING PACKAGE

The following NFPA lighting package, manufactured by Whelen, shall be supplied and installed in the upper areas of the vehicle.

One (1)
72-2B-1000

Y___N___

ZONE A: There shall be a pair of Whelen model FNMINI 24" Edge Ultra Freedom lightbars provided and installed with the apparatus.

The lightbar shall each house two (2) front corner red linear LEDs, one (1) front white linear LED and one (1) side red linear LED. The outer lenses shall be clear.

One (1)
72-9Z-1000

Y___N___

A 3M Opticom system, model 792H shall be installed on the cab roof, directly in front of the lightbar.

One (1)
72-2M-1600

Y___N___

ZONE C: There shall be two (2) Whelen model L31HRFN beacons with 360 degree LED lights, provided and installed on the apparatus.

One (1) each side on the rear upper outboard corners of the apparatus.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
78-30-1000

Y___N___

CAST ALUMINUM LIGHT STANCHIONS

Two light stanchions shall be mounted in the upper rear corners of the body sides, one each side. Each shall be large enough to accommodate an upper zone C rotating beacon and a hose bed light if specified. The DOT lights specified elsewhere in the quote shall also be located one on the side and the other located on the rear of each stanchion.

One (1)
74-2A-1000

Y___N___

LOWER LED WARNING LIGHTING

The following NFPA lighting package, manufactured by Whelen, shall be supplied and installed in the lower areas of the vehicle.

One (1)
74-2B-0500

Y___N___

ZONE A: The warning lights shall be provided with the chassis.

One (1)
74-2F-1500

Y___N___

ZONES B&D: There shall be six (6) Whelen model 60R02FCR 4"x6" flashing red LED lights with clear lenses and chrome bezels, provided and installed with the apparatus.

Three (3) on each side of the apparatus.

One (1)
74-2J-1400

Y___N___

ZONE C: There shall be two (2) Whelen model 60R02FCR 4"x6" flashing red LED lights with clear lenses and chrome bezels, provided and installed on the rear of the body.

One (1)
75-59-3000

Y___N___

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El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

Lower Zones B&D NO Light Housing

One (1)
75-60-0000

Y___N___

ADDITIONAL WARNING LIGHTS

One (1)
75-80-1100

Y___N___

In addition to the NFPA warning light package, there shall be four (4) Whelen 500 Series TIR6 model #50R03ZCR red LED lights with clear lenses installed two (2) each side. One (1) shall be installed in front and one (1) behind the rear axle on the upper body sides. These four (4) lights shall be installed in the upper section of the side compartment header centered above the compartments.

One (1)
75-85-1100

Y___N___

In addition to the NFPA warning light package, there shall be four (4) Whelen 500 Series TIR6 model #50R03ZCR red LED lights with clear lenses installed two (2) each side.

One (1) shall be installed in front and one (1) behind the rear axle on the lower body sides. These four (4) lights shall be installed in the rear fender (wheel well) area of the body.

One (1)
76-31-0500

Y___N___

REAR DIRECTIONAL LIGHT BAR

One (1)
76-32-3200

Y___N___

There shall be a Whelen model #TAL85 46.82" long directional lightbar with eight (8) 500 series LED light heads provided and installed on the rear of the apparatus.

The lightbar shall be installed above the rear center compartment area so as to be readily visible by approaching traffic.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
76-20-1000

Y___N___

There shall be a tread plate shield installed above the rear directional light bar to protect the light bar from being damaged during hose unloading and loading operations. This light shield shall not be used as a stepping surface.

One (1)
77-00-0200

Y___N___

REAR VIEW CAMERA SYSTEM

A chassis supplied camera shall be surface mounted on the center rear of the apparatus body for maximum viewing capability. A protective shroud shall be installed over the system to protect against damage.

One (1)
78-50-1000

Y___N___

12 VOLT SCENE LIGHTS

Two (2)
78-55-1700

Y___N___

There shall be a Whelen model #9SC0ENZR 12 volt scene light with chrome bezel provided and installed with the apparatus as specified.

There shall be a total quantity of two (2)

One (1)
78-58-1500

Y___N___

The scene lights shall be located on the rear of the body, one (1) each side.

One (1)
78-58-9E70

Y___N___

The scene light(s) shall be activated through the multiplexing vista display and by a weather resistant switch at the rear of the body.

One (1)
78-58-9E80

Y___N___

The scene light(s) shall be activated when the apparatus transmission is shifted

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

into reverse.

One (1)
00-10-2000

Y___N___

UL TESTING 110/220-VOLT & GENERATOR

The apparatus electrical and generator system shall be tested and UL certified.

One (1)
80-10-4700

Y___N___

HARRISON HYDRAULIC 10,000 WATT GENERATOR

The generator shall be one (1) Harrison MAS Hydraulic Driven Generator rated at 10,000 watts, 82/84 amps, 120/240 VAC, 60Hz, 1-phase.

One (1)
80-10-0750

Y___N___

HARRISON HYDRAULICALLY DRIVEN GENERATOR (MAS)

The generator shall be designed and assembled by a company with no less than 20 years experience in the manufacture of hydraulic driven generators.

The generator components shall be housed in a structural steel frame, which affords protection to the components and provides a unitized mounting module.

The generator shall have top access to the oil filter, oil fill tube and electrical interface box.

The hydraulic oil reservoir shall include an oil level sight gauge visible from three sides; an oil temperature gauge; an oil fill cap; an oil filter and an internal venturi boost unit to provide positive pressure to the pump suction port.

The hydraulic oil reservoir shall be shipped attached to the structural steel frame. The hydraulic oil reservoir shall have an option to be remote mounted if required.

The generator shall have a cover consisting of NFPA approved diamond tread plate.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

A meter package that provides the frequency, voltage and amperage of each leg shall be provided.

The generator shall not utilize electronic controls or a multiplex system to control the frequency.

The generator shall include a bypass solenoid to remotely turn the generator on/off with a 12 VDC signal.

The generator shall be a commercial type with a heavy-duty bearing and of brushless design to ensure low maintenance. No brushes or slip rings shall be allowed.

The generator and motor shall be close coupled and aligned using a Morse taper with a through bolt to secure the motor to the generator. No two (2) bearing generators shall be permitted.

The system shall be capable of producing the full nameplate power when driven from the vehicle PTO from idle to maximum engine speed.

The generator shall be able to be used while vehicle is either stationary or in motion.

The generator shall provide an option for a self-sealing air intake to prevent recirculation of exhaust air.

The generator shall provide an option for a vertical exhaust fan in addition to the air intake fan. Single fan systems shall not be allowed.

The generator shall provide a dedicated air intake duct for the alternator and a dedicated air intake duct for the heat exchanger. Both air intake ducts shall be located on the same side of the generator.

The hydraulic motor and pump shall be of axial piston design to provide low internal leakage and a high degree of frequency stability. Gear motors shall not be allowed.

The hydraulic pump shall match the system with the proper orifice, pressure compensator, and load sense settings to provide stable output regardless of engine rpm or electrical load demands. Use of electronics to control the flow shall not be allowed.

The system shall be capable of normal operations using a commonly available premium hydraulic oil; Mobile DTE series or equivalent. All fluid service points shall be in close proximity to the reservoir for ease of scheduled maintenance.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

When properly installed, the system shall be warranted for a period of not less than two (2) years or 2000 hours, whichever should come first.

The generator shall be tested at the full nameplate rated load prior to shipping and the test report shall be included. The test report will document the generator's performance at various loads from no load to full load to ensure reliable power delivery at those loads.

One (1)
80-18-8500

Y___N___

HOT SHIFT PTO

A 'hot' shift shall be added to the hydraulic generator installation.

The PTO shall remain 'engaged' to keep fluid circulating through the system. A guarded switch shall be located on the cab dash or other operator accessible area in the cab. The switch shall be used to disconnect the PTO from the transmission in the event of hydraulic failure (broken hose, etc) during operation.

The switch shall be labeled "GENERATOR EMERGENCY STOP".

A second switch with an indicator light shall be provided to excite the generator. The switch shall be labeled "GENERATOR EXCITE".

One (1)
80-18-8710

Y___N___

The generator excite application shall be activated by a rocker switch located on the cab dash or other operator accessible area in the cab.

One (1)
80-31-0450

Y___N___

GENERATOR INSTALLED

The generator shall be installed on top of the body, in the forward area, between the left and right side body compartments.

One (1)

Y___N___

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

80-38-1200

GENERATOR DISPLAY

A FROG (Frequency Regulation of Generator) generator display kit shall be installed to monitor a 50/60 Hz, generator.

The kit shall include:

- (1) Display module.
- (1) Voltage transformer.
- (2) Current transformers and cables.

The display module shall consolidate five (5) generator monitoring instruments into one device. The display case shall be waterproof and have dimensions not to exceed 4 1/4" high by 4 1/4" wide by 3 1/4" deep.

The following continuous displays shall be provided with super bright LED digits more than 1/2" high:

Generator frequency in hertz

Line 1 current in ampere

Line 2 current in amperes

Generator voltage in volts

The program shall support the accumulation of elapsed generator hours and the monitoring of hydraulic oil temperature. Generator hours and oil temperature shall be displayed at the push of a button. Audible warning alarm outputs are provided for generator overload, over/under voltage fluctuations, and high oil temperature.

One (1)
80-38-2105

Y___N___

The display shall be installed adjacent to the electrical load center.

One (1)
80-90-1070

Y___N___

LOAD CENTER

An electrical load center shall be provided and installed in a protected environment on the apparatus. The load center shall have provisions for up to eight (8) 20 amp manual reset type circuit breakers.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
80-91-0100

Y___N___

The load center shall be surface mounted to the upper forward wall of the AL1 compartment.

One (1)
80-85-0000

Y___N___

GENERATOR POWERED OUTLETS

The following specified outlets shall be provided and installed on the apparatus; and be live when the generator is in operation:

Four (4)
80-85-1050

Y___N___

Four (4) NEMA L5-20R 120V/20A twist lock single receptacle with weather resistant cover shall be located as specified below:

One (1)
80-85-3000

Y___N___

- One (1) near the left front corner of the front bumper.

One (1)
80-85-3100

Y___N___

- One (1) near the right front corner of the front bumper.

One (1)
80-85-8000

Y___N___

- One (1) on the left rear compartment face, of the apparatus body.

One (1)
80-85-8100

Y___N___

- One (1) on the right rear compartment face, of the apparatus body.

One (1)
82-10-0200

Y___N___

TELESCOPING LIGHTS

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

Four (4)
82-22-1300

Y___N___

There shall be four (4) Fire Research Focus side mounted, bottom raise telescoping scene light(s) installed on the apparatus as specified below. The light pole(s) shall have a friction type lock to hold the pole in the extended position. The light(s) shall be 120 volt 1000 watt. The light(s) shall be model FCA530-M10.

Four (4)
82-53-1000

Y___N___

The scene light(s) shall have a switch on the lighthouse.

Four (4)
82-60-1000

Y___N___

A mirrored stainless steel protector shall be installed behind each light head to protect the surface behind the light(s) from being scratched.

Four (4)
82-61-1500

Y___N___

Four (4) light(s) shall be mounted on the apparatus in down through the tops of compartments AL1 (front outermost corner), AR1 (front outermost corner), L3 (rear outermost corner), R3 (rear outermost corner).

One (1)
84-00-0000

Y___N___

ELECTRIC CORD REEL

Two (2)
84-11-3100

Y___N___

Two (2) Hannay model #ECR-1618-17-18 series electric rewind cord reel(s) shall be installed on the apparatus as specified.

There shall be a four way roller assembly provided and installed to guide the cord on and off of the spool to prevent chafing on the body or opening. There shall also be a cord stop supplied. The reel shall come equipped with 200 feet of yellow 10-3 electrical cord.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

A weather resistant push button switch to activate the rewind shall be located next to the reel. The switch shall be labeled "CORD REEL".

Two (2)
84-12-0600

Y___N___

The cord shall be hardwired to a Circle D remote power distribution box with (2) two NEMA L5-20 single receptacles and (2) two NEMA 5-20 single receptacles. The distribution box shall be stored in a mounting bracket when not in use. The box shall be equipped with a light to indicate when distribution box is energized.

The distribution box shall be equipped with the following receptacles:

Position 1: NEMA L5-20 R
Position 2: NEMA L5-20 R
Position 3: NEMA 5-20 R
Position 4: NEMA 5-20 R

One (1)
84-12-3100

Y___N___

- One (1) located in L1 Compartment.

One (1)
84-12-4100

Y___N___

- One (1) located in R1 Compartment.

One (1)
00-02-2000

Y___N___

GENERAL INFORMATION

The aerial ladder assembly shall be a four (4) section telescoping steel ladder, with a pre-piped waterway, steel turntable, torque box and outriggers.

One (1)
00-03-1500

Y___N___

INTENT OF AERIAL SPECIFICATIONS

The intent of these specifications is to describe a telescoping elevating ladder of

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

the true ladder type. It shall consist of four (4) steel ladder sections, a steel turntable, a tube torque box and four outriggers. The rated vertical height of the unit shall be **103'** and the rated horizontal reach shall be **96'**.

It is the intent of the purchaser that the device must meet all the requirements of the National Fire Protection Association's (NFPA) 1901 standard, 2009 edition. It is also the intent of the purchaser to secure a fire service proven piece of apparatus that shall be manufactured in the U.S.A.

It is not the intent of the purchaser to deviate from this requirement; therefore, ladders attached to booms, whether solid or lattice, or articulating arms shall not be considered as meeting these specifications or the intent of these specifications.

DESIGN STANDARDS

The design criteria of the unit shall be to create a structure and system that emphasizes safety, product reliability, and ease of operation. These criteria are:

1. All structural load supporting elements of the aerial ladder that are made of a ductile material, shall have a design stress of not more than 50 % of the minimum yield strength of the material based on the combination of the live load and the dead load. This 2:1 structural safety factor meets the American National Standards Institute (ANSI) and the current National Fire Protection Association (NFPA) 1901 standard.
2. The aerial device shall be capable of sustaining a static load one and one-half times it's rated tip load capacity (live load), in every position in which the aerial device can be placed when the vehicle is on a firm and level surface.
3. The aerial device shall be capable of sustaining a static load one and one-third times it's rated tip load capacity (live load) in every position in which the aerial devices can be placed when the vehicle is on a slope of five degrees downward in the direction most likely to cause overturning.
4. The hydraulic system shall be designed so that if a failure of any component or assembly within the system occurs, a single point failure of the entire system will not occur.
5. The aerial shall be capable of operating with a rated tip load of either of the two of the following conditions:
 - A. Conditions of high wind of up to 50 mph.
 - B. Conditions of icing, up to a coating of .25" over the entire aerial

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

structure.

The manufacture shall state what wind and ice conditions their aerial device is capable of operating without reducing the rated tip load. NO EXCEPTION!

All of the design criteria must be supported by the following test data:

1. Strain gauge testing of the complete aerial device certified by a **Registered Professional Engineer**.
2. Analysis of deflection data taken while the aerial device was under test load.
3. Hydraulic component operating and burst strength testing.

MATERIAL STANDARD

All structural materials used in the aerial shall be certified by the mill of the manufactured material. Materials that are not certified shall not be acceptable.

One (1)
00-04-1000

Y___N___

GENERAL APPARATUS DESCRIPTION

The unit shall be designed to conform fully to the "**Aerial or Quint Fire Apparatus**" requirements as stated in the **NFPA 1901 Standard (2009 Revision)**, shall include the general requirements as stated in Chapter 4 for Aerial or Quint Apparatus.

One (1)
00-05-1000

Y___N___

AERIAL LADDER MOUNTING

The elevating aerial ladder turntable shall be rear mounted thus providing the following vehicle benefits:

1. Improved mobility vs. mid-ship mounted units, due to shorter overall travel length and wheelbase.
2. Increased compartmentation, hose load and water capacity in body, resulting from ladder being raised to clear the cab.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

3. Shorter vehicle wheelbase.

4. Shorter overall length of vehicle.

One (1)
00-06-1500

Y___N___

HEIGHT AND REACH

The height of the unit shall be a minimum of **103'** as measured by NFPA 1901 requirements, which requires the rated vertical height of an aerial ladder shall be measured in a vertical plane with the ladder at maximum elevation and extension from the outermost rung of the outermost fly section to the ground. The bidder will state the height of the unit as measured by NFPA-1901 standards.

The horizontal reach of the unit shall be a minimum of **96'** as measured by NFPA 1901 requirements, which requires the rated horizontal reach of an aerial ladder shall be measured in a horizontal plane from the centerline of the turntable rotation to the outermost rung on the outermost fly section with the aerial ladder extended to its maximum horizontal rear. The bidder shall state the reach of the unit as measured by NFPA-1901 standards.

One (1)
00-07-1000

Y___N___

WELDMENT FIXTURES

To ensure exact tolerances between parts and part interchangeability, all weldments shall be manufactured in fixtures. To further insure weld integrity in all weldments, all ladder fixtures must be able to infinitely rotate about their main axis, to position the weldments in the number 1 flat welding position resulting in maximum weld penetration in the welded material for both the tack and final weld process of the ladder.

One (1)
25-20-1050

Y___N___

HYDRAULIC SYSTEM

The hydraulic system shall provide power to the entire aerial device as efficient as possible without the use of a hydraulic cooler.

A load sensing axial piston hydraulic pump shall be provided. The pump shall be

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

capable of operating under any rated ladder tip load condition and aerial device position at normal engine idle or governor controlled fast idle. The hydraulic pump shall be capable of generating sufficient flows to allow multiple aerial functions without significant loss of speed.

A hydraulic system relief valve as well as individual circuit relief valves shall be provided to prevent damage to any function or circuit. The relief valve shall have a relief spring to ensure proper function and product reliability.

One (1)
25-10-1100

Y___N___

POWER TAKE OFF (PTO)

The apparatus chassis come equipped with a power shift PTO driven by the chassis transmission. An indicator light shall be located in the cab to show when the PTO is engaged. The PTO shall only engage with the parking brake applied and the transmission in neutral or drive if the fire pump is engaged.

A master "Ladder Power" switch shall be provided for engagement of all ladder hydraulic functions and 12-volt power. The emergency pump circuit shall be controlled separately.

One (1)
70-01-3000

Y___N___

AERIAL HOURMETER

An aerial hourmeter shall be installed in the cab adjacent to the aerial power switch. The hourmeter shall be wired to the aerial PTO circuit to record hours of PTO operation for the aerial device. The hourmeter shall aid in scheduling preventative maintenance as outlined in the operator's manual.

One (1)
70-01-4000

Y___N___

ENGINE HIGH IDLE ACTUATOR

The high idle actuator shall be used to raise the engine RPM to a preset level for proper aerial operation. The high idle switches shall be located in the chassis cab, at the outrigger control stations and the aerial control station or stations.

For the safety of personnel and equipment, the high idle system shall not activate

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

unless the transmission is in neutral.

One (1)
25-23-2000

Y___N___

HYDRAULIC OIL RESERVOIR

A 40 gallon hydraulic oil reservoir shall be provided to supply the needs of the hydraulic system. The tank shall be constructed from 10 gauge steel, which shall be welded at all interior and exterior seams.

A 1-1/2" gated suction line shall be provided between the oil reservoir and the primary hydraulic pump. The tank fill shall be provided with a strainer screen and vent cap. There shall be a sight level gauge for checking fluid levels.

The tank shall be cleaned and free from all contaminants before adding any fluid.

One (1)
25-25-1000

Y___N___

HYDRAULIC SYSTEM FILTRATION

Outgoing and return line filtration shall be provided. The pressure and return filters shall be easily accessible for maintenance.

One (1)
25-25-5000

Y___N___

Outgoing filtration shall be in the form of a pressure line filter installed between the hydraulic pump and entrance to any system components. The filter shall have an absolute rating of ten (10) microns. The pressure filter shall have a bypass circuit protected by a 90-psi check valve, which shall be installed around the pressure filter. The pressure line filter shall be required even if a suction line filter is provided in the reservoir due to the suction line filter's inability to trap contaminants entering the system.

A filter condition indicator shall be provided.

One (1)
25-25-6000

Y___N___

The return line flow shall be filtered by means of a return line filter. This filter shall have an absolute rating of ten (10) microns.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
25-26-1000

Y___N___

EMERGENCY HYDRAULIC PUMP SYSTEM

In the event of failure of the main hydraulic pump or vehicle engine, the unit shall be equipped with an emergency hydraulic pump.

The pump shall be plumbed into the hydraulic system and be electrically driven from the chassis batteries. The emergency pump shall be capable of limited functions of the ladder and outriggers to stow the unit. The pump shall be controlled from the right and left outrigger, and the turntable control stations with spring loaded momentary contact switches.

The emergency pump shall have a separate hydraulic oil supply line, attached directly to the hydraulic oil reservoir. A shutoff valve shall be provided and a check valve shall be incorporated on the pressure side of the pump.

One (1)
26-10-1000

Y___N___

HYDRAULIC HOSE, TUBING AND FITTINGS

All hydraulic steel tubing, hydraulic rubber covered wire-braided hoses, and hydraulic fittings/adapters shall have a minimum burst pressure rating of four times the operating pressure. Hoses and tubing shall be properly sized to minimize heat build up during extended periods of operation. Hoses and tubing shall be properly sized to minimize flow restrictions.

All hydraulic hose shall have a tube and cover constructed of Nitrile elastomers and shall have braided/spiral wire reinforcement capable of maintaining a 4:1 safety factor in all areas of the hydraulic system. The hose shall meet the appropriate SAE performance specifications: 100 R2 or 100R12.

The hydraulic fittings shall utilize o-ring face seal technology to minimize fluid leakage and improve serviceability.

One (1)
25-21-1000

Y___N___

OUTRIGGER/AERIAL INTERLOCK

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

The aerial hydraulic system shall include an interlock feature that will prevent the accidental operation of the outriggers during aerial operation. This interlock shall also prevent accidental operation of the aerial device prior to the outriggers being properly deployed.

In the event of electrical failure, the operator shall be able to override the hydraulic system to operate the aerial device or outriggers for continuous, uninterrupted operation.

One (1)
26-05-5000

Y___N___

LIFT, EXTENSION AND ROTATION HYDRAULIC CONTROL VALVE

The lift, extension, and rotation systems shall be controlled by a proportional, load sensing directional control valve. This valve shall be of a modular construction that simplifies troubleshooting, minimizes downtime, and simplifies field service. The main control valve shall be positioned at the turntable control console for direct manual control of each aerial function.

One (1)
23-01-1050

Y___N___

TORQUE BOX

A tube torque box sub-frame shall be provided to transfer all aerial loads and torque into the four (4) outriggers, thus preventing the loads from being transferred through the chassis. The torque box shall consist of four (4) outrigger housing weldments, forming a single structural weldment for aerial load distribution among the outriggers.

The torque box shall be bolted to the chassis frame with .75" SAE grade 8 bolts.

One (1)
50-01-0675

Y___N___

OUTRIGGERS

One (1)
26-05-1500

Y___N___

OUTRIGGER SYSTEM HYDRAULIC CONTROL VALVES

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

A directional control valve that is designed for parallel hydraulic circuit operations shall control the outrigger cylinder system. This valve shall be modular in design so that individual sections can be replaced in the field, rather than complete valve assemblies, thus reducing maintenance costs. Each valve shall be equipped with a heavy-duty electric solenoid for electric control of the outrigger from the remote operator's station.

One (1)
62-10-1000

Y___N___

OUTRIGGER CONTROLS

Two (2) illuminated electronic outrigger control stations shall be provided, one (1) on each side of the rear of the vehicle. The outrigger control joysticks shall be enclosed in a recessed compartment to protect each control from damage or accidental movement. The controls shall be located such that the operator can see the outrigger he is operating. The control panel shall be color coded separately for front and rear outrigger functions. Body designs that block the view of the outriggers from the control station shall not be acceptable.

Each outrigger control function shall be operated independently, so that the vehicle may be set up in restricted areas or on uneven terrain.

The left outrigger control station shall incorporate the following:

- Outrigger joystick controls
- Outrigger deployed indicator lights
- Fast idle switch
- Emergency pump control switch
- Warning decals
- Hydraulic pressure gauge

The right outrigger control station shall incorporate the following:

- Outrigger joystick controls
- Outrigger deployed indicator lights
- Fast idle switch
- Emergency pump control switch
- Warning decals

One (1)
50-01-2070

Y___N___

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

FRONT OUTRIGGERS

Two (2) front "H" style "out and down" outriggers shall be provided immediately forward of the body. This design shall provide proper stability and minimize front axle and suspension loads while the aerial device is in operation over the front of the apparatus.

The extension of the horizontal outrigger beams shall provide a 16' outrigger stance. The horizontal outrigger beam shall be fabricated from high strength steel plates.

For ease of service, the vertical jack cylinders shall be designed so they can be removed from the top. Designs that require the removal of the horizontal beams or dropping the cylinder out the bottom shall not be acceptable.

One (1)
50-01-4075

Y___N___

REAR OUTRIGGERS

Two (2) "H-style" Out and Down rear outriggers shall be mounted underneath the chassis frame to allow more ground ladder storage above the frame. The outriggers shall provide a 16' stance with 10 degrees of side leveling capability for operations in hilly terrain.

For ease of maintenance, the outrigger extension cylinders shall be equipped with end connections, which do not require removal of body panels to remove pins or the extension cylinders. The outrigger jack cylinders shall be removable by unbolting the jack tower cap and lifting the cylinder out vertically.

One (1)
50-02-1000

Y___N___

Each jack cylinder shall have a 5" bore with a 4" rod. The jack cylinders shall be equipped with integral (on the cylinder) holding valves, which shall hold the jack cylinder in either the stowed position or the deployed position should a hydraulic line be severed at any point within the hydraulic system. Each jack cylinder shall also have a thermal relief system that shall prevent the cylinder fluid pressure from rising due to fluid temperature increase.

The vertical jack cylinders shall be inverted allowing the cylinder rods to be enclosed within the outrigger beam jack towers, therefore preventing them from

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

being nicked or scored during operations on the fire ground.

In order to provide faster setup time for the aerial on the fire ground, and to eliminate the possibility of damage to the housing should the outriggers be retracted with the jack pins left in, designs that require the use of jack pins shall not be acceptable. .

For ease of maintenance, the outer jack tube shall be designed so that the cylinder can be removed from the top. Designs that require the outrigger beams to be removed or the jack cylinder positioned over a pit for jack cylinder removal, shall not be acceptable.

One (1)
50-05-1000

Y___N___

OUTRIGGER PADS

A permanently attached self-centering round 14" steel outrigger pad, shall be provided on each outrigger. The pad shall swivel and require no adjustment during outrigger set-up.

The outrigger pad shall be attached without the use of a bearing type swivel due to maintenance required on this design.

Four (4)
50-05-2000

Y___N___

AUXILIARY OUTRIGGER PADS

Four (4) auxiliary outrigger ground pads shall be provided for additional load distribution. Each ground pad shall measure 1/2" x 23" x 23" (529 sq. in.) and shall be fabricated of 6061-T6 high strength aluminum alloy. Each ground pad shall be equipped with a handle for easy use.

One (1)
50-90-1000

Y___N___

OUTRIGGER/AERIAL INTERLOCK SYSTEM

An interlock system shall be provided between the outriggers and aerial device that prevents the operation of the aerial until the operator places all jacks in the load-supporting configuration. All jacks shall be equipped with a ground force sensitive switch that closes only when the jack is firmly in contact with the

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

ground.

Until all the switches close, electrical and hydraulic power shall not be transmitted to the turntable, hence preventing aerial operation. Green indicator lights shall be provided on the outrigger control panel to indicate that the outrigger foot is in firm contact with the ground and in a load supporting position.

One (1)
59-10-1000

Y___N___

OUTRIGGER DEPLOYMENT WARNING ALARM

An outrigger deployment-warning device shall be provided to warn personnel in the vicinity of the apparatus that the outriggers are in motion. Whenever an outrigger control handle is utilized, the device shall produce a pulsing tone. When the outrigger control handle is released to its neutral position, the signal shall cease.

One (1)
70-10-1250

Y___N___

OUTRIGGER LIGHTING AND REFLECTIVE STRIPING

Each outrigger shall be equipped with the following light and reflective striping package:

One (1)
58-10-1100

Y___N___

Retroreflective material shall be installed on both sides of the horizontal and vertical beams of the outriggers.

One (1)
70-35-1200

Y___N___

There shall be an LED ground illumination light located at each outrigger or downrigger location to illuminate the footpad area.

One (1)
75-10-1700

Y___N___

One (1) 3" x 5" rectangular, red flashing LED light shall be installed on each forward and rearward facing vertical surface of the outrigger beams.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
75-11-1000

Y___N___

Both the foot pad illumination lights and the flashing outrigger lights shall be activated by the aerial power switch.

One (1)
37-10-1000

Y___N___

TURNTABLE/TURNTABLE DECK

The turntable shall be a fabricated steel weldment designed for the rotation and elevation of the ladder sections and platform. It shall consist of the following:

A steel bearing plate and matching top plate shall be machined to insure proper fit to the rotation bearing. Manufactures that do not mill both bearing surfaces shall not be acceptable.

Embossed aluminum diamond plate deck shall cover the entire turntable frame, providing a walking surface.

An embossed aluminum diamond plate access step shall be mounted at heel of the ladder.

All handrails shall be a minimum of 42" high. For ease of grip, the handrail shall be manufactured from 1-1/4" O.D. knurled stainless steel with reinforced triangular mounting feet.

Turntables with the drive motor or breathing air bottles mounted in any walking areas (front or rear) of the turntable shall not be acceptable.

One (1)
37-10-9000

Y___N___

A full size turntable deck shall be provided to maximize the safe work area around the control console and to allow unimpeded access to and from the aerial ladder and the ground.

One (1)
37-11-1100

Y___N___

TURNTABLE ACCESS SAFETY BAR

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

Two (2) Fire Research "ManSaver" turntable safety bars shall be installed. The safety bars shall open either upward or inward and be spring loaded to automatically return to the horizontal closed position. The safety bar assembly shall be made of aluminum and stainless steel with foam padding and a bright yellow cover on the bar. The cover shall be waterproof, mildew resistant, and made of reinforced rip stop vinyl.

One (1)
37-12-1100

Y___N___

CRADLE ALIGNMENT INDICATOR ARROWS

Stainless steel arrows shall be installed on the turntable surface in view of the operator when standing at the turntable control station. The arrows will assist the operator in indicating the alignment of the aerial ladder with the ladder travel cradle. The indicators shall be overlaid with white Scotchlite material and suitably illuminated for nighttime operation.

Mechanical fasteners shall be used for installation.

One (1)
38-10-1000

Y___N___

HYDRAULIC, ELECTRIC AND WATER SWIVEL

Hydraulic power to the turntable hydraulic circuits shall be provided through a three port, high pressure, hydraulic swivel that permits 360-degrees of continuous turntable rotation.

A collector ring assembly shall provide electrical power to the turntable electric circuits. The collector rings shall be used for electrical ground, ladder control functions, and a 110-volt A. C. system during 360-degrees of continuous turntable rotation. The collector ring assembly shall have sufficient rings to provide power, ground, control functions and four spare circuits.

Water shall be transferred to the aerial waterway by means of a five (5) inch water swivel enabling 360-degree continuous rotation of the turntable.

One (1)
24-01-1000

Y___N___

AERIAL TRAVEL SUPPORT

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

A heavy-duty rest shall be provided to support the aerial in the travel position. The base of the travel support shall include a rubber isolator and spring mounted pivoting arrangement to cushion loads on ladder rest. Stainless steel bedding plates shall be attached to the aerial base section to protect the aerial when the unit is in the travel position.

One (1)
26-16-1000

Y___N___

ELEVATION SYSTEM

A ladder lift cylinder cradle arrangement shall be provided to raise and lower the ladder. The lift cradle shall provide for machined pin connections between the lift cylinders, turntable and the ladder. The lift cradle system shall incorporate torsional bracing for the ladder, readily accessible cylinder removal and eliminate side loads to the ladder side trusses.

Two (2) double acting lift cylinders shall be attached between the turntable and the base section creating a better lifting geometry resulting in lower hydraulic operating pressures and improved load distribution on the base ladder section. The cylinders shall function only to elevate the aerial device and not as a structural member to stabilize the ladder sideways. The lift cylinder trunnion shall be attached to the ladder lift cradle and the rod shall attach to the turntable utilizing self aligning swivel bearings which prevent side loading on the lift cylinders resulting in longer cylinder seal life. They shall provide smooth precise elevation from **10 degrees** below horizontal to **75 degrees** above horizontal. The lift cylinders shall have a 6" internal bore, a 4" diameter rod.

The lift cylinders shall be equipped with integral (on the cylinder) holding valves, which prevent the ladder from lowering should a hydraulic line be ruptured at any point within the hydraulic system. They shall also have a manifolded line with velocity fuses between the cylinders to prevent uneven cylinder lift.

One (1)
26-16-1500

Y___N___

LADDER INTERLOCK SYSTEM

A limit switch at the aerial travel support shall be provided to prevent operation of the outriggers once the aerial device has been elevated from the nested position.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
26-17-2000

Y___N___

EXTENSION/RETRACTION SYSTEM

A dual system of hydraulic cylinders and cables shall provide full power operation of the extension and retraction modes. Each system shall be capable of supporting the ladder in the event of failure of one of the systems. The cylinders shall be used to extend and retract the inner mid section and a cable system shall be used to extend outer mid and the fly section.

The cable system shall utilize two (2) extension cables on the inner mid and (2) extension cables on the outer mid and two (2) extension cables on the fly. The cables shall have a safety factor based on breaking strength of 8:1.

In order to increase cable life, the ratio of sheave diameter to cable diameter shall be a minimum of 16 to 1.

A stroke multiplier cable system shall be provided as it reduces cylinder weight, shifts the ladder center of gravity toward the heel pin during extension, improves overall vehicle stability and does not subject the cylinder to buckling forces caused by normal ladder loads.

One (1)
26-17-9000

Y___N___

EXTENSION INDICATOR

The base section handrails shall be provided with red Scotch-Lite reflective striping and numbers to indicate the extension of the aerial device. The stripes and numbers shall be spaced to indicate each 10 feet of aerial extension beyond the fully retracted position. An additional stripe shall be provided between the numbered stripes to indicate each 5 feet of aerial extension.

One (1)
26-18-1000

Y___N___

LADDER SLIDE MECHANISM

Two (2) roller assisted slide pads shall be provided between each ladder section. This roller assembly shall consist of lubrication free, nylatron rollers and pads. With this slide roller assembly, the rollers will maintain contact with each ladder section at all times, as it extends and retracts under normal loading of the ladder. This shall dramatically reduce the brake away force required with designs that

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

utilize wear pads alone. This shall provide the maximum friction free extension and retraction for the ladder. The roller assisted slide pad assembly shall be mounted in a pivoting housing that can be removed from the ladder sections by removing a single pin. This shall be achieved without the removal or disassembly of any of the ladder sections. This design shall provide a lubrication free device. (NO GREASE).

Side roller assemblies shall be provided to control side to side movement between the ladder sections during extension and retraction.

One (1)
26-18-1500

Y___N___

LADDER CABLE AND HOSE ROUTING SYSTEM

The lines to the ladder tip shall be enclosed and protected from the turntable to the ladder tip. The lines shall be routed and horizontally guided between the ladder section side rails to minimize obstruction to climbing areas.

Ladder designs in which electrical lines, air hose lines or hydraulic lines routed over the rungs are not acceptable due to the reduction in climbing area.

One (1)
26-19-1000

Y___N___

ROTATION SYSTEM

A minimum 45.5" external tooth monorace bearing shall be provided for smooth 360-degree continuous rotation and sufficient strength. The inner and outer race of the bearing shall be bolted to the open base and turntable support plates using .75" diameter grade 8 bolts. All bearing bolts shall be accessible from the upper side of the turntable for ease of access to inspect and torque the bolts.

Both upper and lower bearing surfaces shall be milled to ensure a true mounting surface for the rotation bearing. Units that weld the bearing to their mounting plates shall not be acceptable due to the tremendous cost and down time involved in replacing a damaged or defective bearing.

A dual hydraulic driven planetary swing drive system shall provide smooth and precise rotation. A spring applied, hydraulically released, disc type brake shall be provided on each gearbox to provide positive braking of the turntable assembly against reactionary forces such as water and gravity. The planetary drives shall be

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

mounted using an eccentric ring to provide for minimal gear backlash in the drive system. The planetary drives shall be positioned on the turntable so they shall not obstruct any walking area or stepping surface on the turntable deck.

One (1)
26-19-1500

Y___N___

ROTATION SAFETY SYSTEM

The Rotation Safety System shall be designed to prevent the operator who has primary operational responsibility from rotating the aerial device into an overturning mode. This system senses outrigger and outrigger jack positioning in conjunction with the aerial device movement.

If any outrigger beam is not fully extended, the "Outrigger Short Set" indicator light on the control console shall remain illuminated. The aerial device operator will then be required to engage the "Outrigger Short Set Override" switch in order to lift the aerial device from the travel rest.

If the aerial device operator attempts to rotate the aerial device (in excess of approximately 5 degrees beyond vehicle center) towards the side of the vehicle in which the outriggers are not fully deployed, the Rotation Safety System shall sense this fault and prevent the aerial from rotating further in said direction. At this point only rotation to the fully deployed outrigger side shall be allowed.

One (1)
40-10-1100

Y___N___

LADDER SECTION CONSTRUCTION

The elevating ladder shall consist of four (4) steel ladder sections referred to as the base section, inner mid section, outer mid section and fly section.

The design and construction criteria for each ladder sections shall be:

6. Fabricated using high strength steel, welded together to form a structural unit.
7. Welded by welders that have been certified in accordance with the American Welding Society Standard specifications.
8. Constructed on an infinitely rotating assembly fixture to ensure uniformity and interchangeability.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

9. K braced at each rung to minimize side deflection of the ladder.
10. All rungs shall be 1-1/4" in diameter, spaced at 14" centers.
11. All rungs, K-braces, and diagonals shall be positioned so that they are continuously welded to the ladder section in the number one welding position.

Each rung shall be equipped with a heavy duty serrated, replaceable rubber sheath to provide an anti-slip surface for fire fighting personnel. For additional safety, the covers shall be constructed from a rubber to allow ice buildup to easily break off when the rung is stepped on by fire fighting personnel. This shall be an added safety feature during water tower operation in cold weather conditions.

Ladder designs that do not utilize rubber covers shall not be acceptable due to the high cost and difficulty to replace the anti-slip surface and the inability to provide a safe surface during icing conditions.

Ladder handrails and diagonal material are to be constructed from square or rectangular tubing, which provide a larger welding surface were the materials are attached to each other. Use of round material for ladder bracing is not desired due to the reduced amounts of weld associated with round materials.

One (1)
40-11-1100

Y___N___

LADDER SECTION DIMENSIONS

All bidders shall state in the space provided below their dimensions on the unit proposed. Dimensions proposed must equal or exceed these specified. All Dimensions are from top of rung to top of handrail. All width dimensions are inside to inside of handrails.

Handrail	Height	Width
Base Section	26.375"	40.50"
Inner Mid	23.25"	34.50"
Outer Mid	21.00"	28.50"
Fly	19.00"	23.00"

OVERLAP SURFACES BETWEEN SECTIONS

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

Base to Inner Mid Fly Section **90.75"**

Inner Mid Fly to Outer Mid Section **90.75"**

Outer Mid Fly to Fly Section **90.75"**

One (1)
40-12-1000

Y___N___

LADDER EGRESS

The fly ladder tip shall be equipped with a bolt-on section to make the transition to and from the ladder easier. The egress shall have an angled section which includes ladder rungs and an extended radius handrail to provide additional safety when climbing to and from the ladder. The bolt-on section shall be easily replaced if damaged during fire fighting operations.

One (1)
40-51-1000

Y___N___

REMOVABLE RUNG ASSEMBLY

For ease of service, the first rung of each section shall be integrated with the rear ladder side guides and vertical load transfer mechanism. The assembly shall be removable from the rear of the section by removing four bolts to allow for easy service access to slide pads and rollers.

One (1)
42-10-1000

Y___N___

FLY TIP STEPS

One (1)
42-11-1000

Y___N___

One (1) folding step shall be conveniently located at the end portion of the fly section. This shall be used for one person to place his feet so that he is positioned parallel to the ladder. The step shall fold into proper position for usage and fold toward the side of the ladder when not in use to provide adequate clearance when the ladder is being climbed. The step shall be placed approximately 70" from the center of the last rung toward the base of the aerial.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
30-10-1075

Y___N___

AERIAL WATER SYSTEM

The aerial waterway system shall be capable of being supplied by an external water source with the inlet on the rear of the apparatus.

All piping from the inlet at the rear of the apparatus to the riser pipe below the turntable swivel shall be 4" Schedule 40 aluminum 6061T pipe. Piping at the rear of the apparatus shall terminate in 4" NST threads. A 4" water swivel shall be located in the riser pipe from the tee permitting 360-degree continuous rotation of the ladder.

A 4" heel pin swivel connection between the ladder waterway and the turntable swivel permitting water tower operations from -10 to +75 degrees shall be provided.

A 1-1/2" adjustable relief valve shall be located beneath the turntable to protect the water system from excessive pressures.

One (1)
31-12-1100

Y___N___

AERIAL WATERWAY FLOWMETER

The apparatus shall be equipped with a Class 1 Flowminder, model #FMS at the aerial discharge waterway to give the aerial operator an indication of actual volume of water (in gallons per minute) being discharged through the line. It shall also be capable of showing total flow at the touch of a button.

Each Flowminder system shall consist of:

1. A digital display shall be wired to the flow transmitter to show waterway discharge flow.
2. A flow transmitter mounted in the discharge line piping between the pump and the discharge outlet. The transmitter shall consist of a weather resistant black composite housing with a stainless steel, durable paddle wheel. The only part inserted into the water flow path shall be the paddle wheel.

The flowmeter shall be checked and calibrated prior to delivery of the apparatus.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
31-10-2000

Y___N___

An anodized aluminum telescopic waterway shall be mounted beneath the center of the aerial ladder. The waterway shall have a 5" base section tube, 4-1/2" lower mid section tube, 4" upper mid section tube and a 3-1/2" fly section tube.

One (1)
31-13-1000

Y___N___

MOVABLE MONITOR FEATURE

The aerial ladder waterway monitor shall be capable of being positioned at either the fly section for water tower operation or at the next lower ladder section for rescue.

The monitor position shall be controlled by a stainless steel spring loaded, lift to release mechanical lever located on the monitor carriage. The system shall lock the monitor to the outer mid section for rescue, or to the fly section for water tower operation. Lights at the control console shall indicate the operating position of the monitor. An alarm shall sound at the fly tip and control console when the lever is not in a latched position. Due to alignment problems, there shall be no pins on the ladder to position the monitor.

The monitor shall be remotely operable from either position and shall transfer the electrical power and controls automatically. Due to problems associated with aligning electrical connectors used to transfer power between rescue and water tower positions, the power transfer shall be achieved by a cable carrier system.

One (1)
31-18-0550

Y___N___

AERIAL WATER SYSTEM

A minimum 5" water swivel shall connect from the base waterway to the aerial waterway. The water swivel shall permit full operation at any elevation of the aerial device. One (1) 4" pipe shall be provided to transfer water from the swivel to the monitor. The aerial waterway pipes shall be designed to reduce friction loss in the waterway.

All aerial waterway piping shall be completely removable for service or replacement. Aerial designs in which the waterway is welded or utilized for structural integrity of the aerial shall not be acceptable.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
32-10-1000

Y___N___

ELECTRICALLY CONTROLLED MONITOR

An Akron model # 3578 2000 gpm electric monitor, constructed of lightweight Pyrolite, shall be installed on the outer end of the telescoping aerial waterway. The monitor relay box shall be located on at the tip of the aerial device, adjacent to the monitor, and will be easily accessible for service.

The monitor and nozzle functions shall be controlled from the tip of the fly section and from each of the aerial control station(s) specified. The monitor and nozzle controls at the tip and optional control stations shall consist of three (3) individual spring loaded, self-centering, and weather resistant toggle switches.

The monitor shall have a vertical sweep of 135 degrees, and a horizontal sweep of 180 degrees (90 degrees to each side of the aerial center line) and a rotation of 348 degrees shall be possible.

One (1)
32-11-1200

Y___N___

An Akron Brass Akromatic 1250 electric combination fog and straight stream nozzle with automatic flow mechanism that provides a flow range of up to 1250 gpm at 80 psi shall be provided. The nozzle shall be constructed of durable, lightweight Pyrolite and shall have electric pattern selection from straight stream to wide fog controlled by a 12V motor and linear ball screw, a manual override pattern control knob, and a built-in stream shaper.

One (1)
32-19-5000

Y___N___

AUTO STOW

The monitor will auto stow when the ladder is centered in the cradle and at 10 degrees or less elevation angle.

One (1)
36-00-1000

Y___N___

AERIAL AUXILIARY TIP DISCHARGE

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
36-01-1000

Y___N___

A 2-1/2" discharge outlet shall be provided at the aerial device tip to be used as a pre piped extended or elevated discharge outlet and/or standpipe connection. The discharge outlet shall be supplied by the integral aerial waterway system. A manually operated 2-1/2" quarter-turn ball-type discharge valve shall be installed at the end of the aerial waterway system. A 2-1/2" swivel elbow shall be provided for the discharge outlet. A 2-1/2" NST X 1-1/2" NST chrome reducing adapter and 1-1/2" NST chrome cap with chain shall be included.

A 3" gear-operated handwheel-controlled butterfly valve shall be provided between the end of the aerial waterway system and the master stream monitor to shut-off or regulate flow to the master stream monitor.

One (1)
39-00-5050

Y___N___

LADDER CAPACITIES

The following ladder tip load capacities shall be established with the truck level; the outriggers fully extended and lowered to relieve the chassis weight from the axles. All capacities are based upon 96' of horizontal extension and 360 degree rotation.

One (1)
39-10-5200

Y___N___

LADDERS CAPACITIES IN POUNDS

(Uncharged Waterway)

Elevation in Degrees

SECTION	-10-20	20-30	30-40	40-75
Base	---	250	250	250
Inner Mid	---	250	250	250
Outer Mid	---	---	---	250
Fly	750	750	750	750

One (1)
39-10-5300

Y___N___

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

LADDER CAPACITIES IN WATER TOWER OPERATION

Elevation in Degrees

SECTION	-10-15	15-25	30-40	40-75
Base	---	250	250	250
Inner Mid	---	250	250	250
Outer Mid	---	---	---	250
Fly	500	500	500	7500

WATER TOWER OPERATION

The ladder and water system shall be designed to permit the following flows:

1. 1000 GPM at 90 degrees to ladder centerline either side.
2. 1000 GPM parallel to ladder centerline and as far below horizontal as nozzle design allows.

Due to the demand of firefighting situations, units that do not allow these aerial and water tower capacities will not be acceptable.

One (1)
39-20-1025

Y___N___

OPERATIONS ON GRADES

The aerial unit shall be capable of operating with 100% of rated capacity on a slope of up to 10 degrees. Operating capacity shall be reduced to 50 % capacity for operating on a slope of 11 degrees to 13 degrees. Operation beyond a 10 degree slope shall be at operators discretion. Devices that cannot provide this leveling capability are not acceptable.

One (1)
63-10-1000

Y___N___

AERIAL CONTROL STATION

There shall be an aerial control station located at the turntable. All elevation, extension and rotation operational controls shall operate from this position. These controls shall be arranged to permit the operator to regulate the speed of these operations within the safe limits as determined by the manufacturer. Load

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

instruction plates shall be located at the control station to show the recommended safe load of the ladder. The control devices shall be clearly marked and suitably lighted.

One (1)
63-11-1000

Y___N___

TURN TABLE CONTROL STATION

The control station shall be located on the left side of the turntable, as the operator is facing the tip of the ladder (Driver's side of the apparatus), in order to provide increased visibility of the ladder tip while operating the controls. The lower part of the console shall be angled away from the operator, to provide as much foot room as possible for the operator.

An access panel door shall be provided on the front of the console and an access door at the rear of the console to provide complete service to the electrical and hydraulic components mounted inside the console.

The console and turntable working areas shall be illuminated for night operations, and shall have the following controls and indicators clearly marked:

Three (3) hydraulic ladder control levers.

A foot operated "**dead man switch**", which electrically opens the aerial control valve, shall protect against accidental movement of the control handles.

Rung alignment indicator light for ladder climbing operations on base section near console.

Cradle alignment indicator light on base section near console.

Engine high idle control switch.

Emergency pump power switch.

Short Jack Indicator Lights.

Outrigger Short Jack Override Switch.

Intercom controls on base section near console.

Bubble type angle indicator on base section near console.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

Illuminated load chart on front of console.

Protected console cover over controls.

Monitor Controls.

Tracking Light Switch.

Monitor Stowed Indicator.

Monitor Latched Indicator.

Flowminder Display (If Selected).

One (1)
70-01-1000

Y___N___

AIR HORN BUTTON

An air horn button shall be provided at the turn table.

One (1)
69-10-0000

Y___N___

PAINTING

Prior to any painting, all weldments such as the outrigger beams, torque box, turntable, and aerial ladder sections shall be shot blasted, cleaned and inspected to insure the removal of any surface imperfections and to insure superior paint adhesion to the metal.

The entire painting system shall utilize a single manufacturer's paint for compatibility between primers and finished coats. All painting shall be done in atmosphere controlled spray booths. The weldments will then be primed with a Ditzler PPG zinc corrosive inhibitor and a Ditzler (PPG) Epoxy Primer. All seams between adjoining pieces that are not continuously welded shall be caulked to inhibit corrosion.

Before assembly, in preparation for final painting, the aerial unit shall be thoroughly cleaned, conforming to good painting practices.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
69-10-1000

Y___N___

AERIAL DEVICE PAINT

One (1)
69-11-1000

Y___N___

The finished paint color shall be PPG 2185 white enamel, allowing easy touch-up after extended use.

One (1)
69-12-1000

Y___N___

CRADLE, LIFT CYL & SIGN PANEL PAINT

One (1)
69-13-1700

Y___N___

The finished paint color shall be PPG 2185 white enamel, allowing easy touch-up after extended use.

One (1)
69-13-1000

Y___N___

AERIAL TRAVEL REST PAINT

One (1)
69-17-1000

Y___N___

The finished paint color shall be PPG 9000 black enamel, allowing easy touch-up after extended use.

One (1)
69-13-5000

Y___N___

AERIAL LADDER TIP & NOZZLE TROLLEY PAINT

One (1)
69-13-1700

Y___N___

The finished paint color shall be PPG 2185 white enamel, allowing easy touch-up after extended use.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
69-14-1000

Y___N___

OUTRIGGER BEAM PAINT

One (1)
69-15-1000

Y___N___

The finished paint color shall be PPG 33723 silver enamel, allowing easy touch-up after extended use.

One (1)
69-16-1000

Y___N___

TORQUE BOX, TURNTABLE STRUCTURE AND CONTROL CONSOLE PAINT

One (1)
69-17-1000

Y___N___

The finished paint color shall be PPG 9000 black enamel, allowing easy touch-up after extended use.

One (1)
69-18-1000

Y___N___

EXT/RET CYLINDER PAINT

One (1)
69-17-1000

Y___N___

The finished paint color shall be PPG 9000 black enamel, allowing easy touch-up after extended use.

One (1)
72-10-1025

Y___N___

COMMUNICATION SYSTEM

One (1)
72-11-1000

Y___N___

An Atkinson communication system shall be furnished between the ladder tip and

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

the turntable operator's position. The communication speaker at the ladder tip shall require no operator attention to transmit or receive. The transmitting receiving volume controls shall be located on the base section adjacent to the turntable operator's position.

One (1)
78-10-1000

Y___N___

AERIAL SPOTLIGHTS

All aerial spotlights lights shall be 12 volt, with on/off switches on each light. The lights shall be mounted below handrail height, so as not to increase the overall height of the vehicle.

One (1)
78-20-1100

Y___N___

TRACKING LIGHTS

One (1)
78-21-7010

Y___N___

Two (2) Collins FX-12 spot/floodlights shall be mounted at the rear of the base ladder section, one (1) on each handrail. The spot/floodlights shall be capable of swiveling a 180 degree arc to direct light up the inside or outside of the ladder walkway.

The lights shall be 12 volt, 6" diameter, with 100 watt/55 watt halogen bulbs and "Spot/Off/Flood" switches on each light.

The lights shall be mounted below handrail height so as not to increase overall height of the vehicle.

One (1)
78-30-1100

Y___N___

TIP LIGHTS

One (1)
78-31-7010

Y___N___

Two (2) Collins FX-12 spot/floodlights shall be mounted at the tip ladder section, one (1) each side. The lights shall be 12 volt, 6" diameter, with 100 watt/50 watt

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

halogen bulbs and "Spot/Off/Flood" switches on each light.

The lights shall be mounted below handrail height, so as not to increase overall height of the vehicle.

One (1)
78-60-1050

Y___N___

TURNTABLE WORK LIGHTS

Five (5) TecNiq, model #E03-W000-1, LED turntable work lights shall be installed in the turntable step cover to illuminate the turntable area.

One (1)
78-70-5100

Y___N___

WALKWAY ILLUMINATION

The climbing area of the ladder shall be continuously illuminated utilizing a series of blue light emitting diodes (LED's). The LED's shall be located on both sides of each ladder section and shall be positioned near the ladder rails to maintain a clear walking area. The LED's shall be encased in clear polymer tubes to protect the lights from damage.

One (1)
81-10-1000

Y___N___

OUTLETS AT THE AERIAL TIP

One (1)
81-20-4000

Y___N___

One (1) 110-volt weatherproof outlet, NEMA L5-20R, twist lock type and an environmental cover shall be furnished near the end of the fly section.

One (1)
85-10-1000

Y___N___

LADDER TIP QUARTZ LIGHTS

One (1)

Y___N___

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

85-15-1100

Two (2) Whelen Pioneer Plus, PFP1AP1, single lamp, 120 volt, LED flood lights, with PBAPEDA pedestal mounts, shall be installed at the tip of the ladder, one (1) each side. The lights shall be wired to the aerial 110-volt circuit and shall be equipped with a separate switch.

One (1)
90-00-1000

Y___N___

EQUIPMENT

One (1)
90-02-1000

Y___N___

APPARATUS LEVEL INDICATOR

A bubble type level indicator shall be provided at the rear of the apparatus to assist in the aerial device setup. This device shall be mounted in the center of the rear body panel visible to the operator setting the outriggers. The leveling indicator shall be backlit and color coded indicating the following conditions:

"Green"	Safe Operating Zone.
"Yellow"	Caution Operating Zone.
"Red"	Do Not Operate Zone – Reposition Apparatus.

One (1)
90-02-2000

Y___N___

FORE/AFT LEVEL

An additional leveling indicator shall be furnished to measure fore and aft level of the vehicle. The indicator shall be mounted near the left main outrigger control panel.

One (1)
90-05-0060

Y___N___

AERIAL SIGN PANELS

There shall be a total of two (2) Aerial sign panels provided and installed on the outside of the aerial base section, one (1) each side, for fire department lettering. Each sign panel shall measure 14" wide x 144" long.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
95-10-1000

Y___N___

AXE MOUNTING

One (1)
95-11-2000

Y___N___

There shall be a mount furnished for a pick head axe in the fly section of the ladder. The axe mount shall include a receptacle that will cover the entire axe head and a mechanical pin to secure the axe handle.

One (1)
95-20-1000

Y___N___

PIKE POLE MOUNTING

One (1)
95-21-1000

Y___N___

There shall be a mount furnished in the fly section of the ladder for a pike pole. The mounts shall include restraints for both ends of the pike pole.

One (1)
95-32-1000

Y___N___

ROOF LADDER MOUNT

One (1)
95-33-1000

Y___N___

There shall be roof ladder mounting brackets installed on the outside of the aerial base section to store a single roof ladder. The mounting brackets shall be constructed from aluminum and will be easily accessible from the inside of the ladder section or from the top of the body. The aerial sign plate (if specified) shall be mounted to the outside of the brackets.

One (1)
95-60-1000

Y___N___

LIFTING ANCHORS

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
95-61-1000

Y___N___

Two tip anchors shall be provided at the end of the fly section with a total capacity of 500 lbs.

One (1)
95-62-1000

Y___N___

RESCUE ROPE ROLLER ASSEMBLY

The last rung of the aerial ladder shall be equipped with a removable rescue rope roller assembly. The assembly shall have a stainless steel shaft, dual tapered roller guide and two (2) pivoting lifting lugs. The assembly shall be rated at 500 lb lift capacity.

One (1)
00-10-1000

Y___N___

UNDERWRITERS LABORATORIES TESTING & CERIFICATION

GENERAL

The proposed unit shall be tested and certified for the apparatus manufacturer by Underwriters Laboratories Inc. (UL) Underwriters Laboratories Inc. (UL) is recognized worldwide as a leading third party product safety certification organization for over 100 years. UL has served on National Fire Protection Association (NFPA) technical committees for over thirty years. The testing company shall not be affiliated with the manufacture or repair of the apparatus.

INDEPENDENT TESTING TO BE PERFORMED

All work outlined in NFPA 1911, current Edition, including nondestructive testing, shall be conducted at the manufacturer's facility. In addition, the following test work, Certification Test sections of NFPA 1901, 2009 Edition shall be conducted.

a). 1-1/2 Times Rated Capacity on Level Ground Stability Test: A load of 1-1/2 times rated capacity (as specified by the manufacturer) shall be suspended from the tip of the aerial ladder, or the platform of the elevating platform, when it is in the position of least stability. If the manufacturer specifies a rated capacity while flowing water, then one times the water load and the worst case nozzle reaction shall be added to the stability test weights. The apparatus shall show no signs of instability. For a water tower, the stability test includes 1-1/2 times the weight of

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

the water in the system and 1-1/2 times the maximum nozzle reaction force when it is in the position of least stability.

b). 1-1/3 Times Rated Capacity on a 5 degree Slope Stability Test. A load of 1-1/3 times rated capacity shall be suspended from the tip of the aerial ladder, the platform of the elevating platform, or the tip of the water tower when it is in the position of least stability. The apparatus shall show no signs of instability.

c). A friction loss test shall be conducted for an aerial device equipped with a permanent water system and has a rated vertical height of 110 ft. or less. A flow test shall be conducted to determine that the friction loss in the water system between the base of the swivel and the monitor outlet does not exceed 100 psi with 1000 GPM flowing and the water system at full extension.

d). A maximum vertical height flow test shall be conducted to determine that the water system is capable of flowing 1000 GPM at 100 psi nozzle pressure with the aerial device at full elevation and extension. If the apparatus is equipped with a fire pump designed to supply the water system, the test shall be conducted using the onboard fire pump. The intake pressure to the fire pump shall not exceed 20 psi.

WRITTEN EXAMINATION AND TEST REPORT

A complete written Examination and Test Report for each aerial device inspection performed at the manufacturer's facility. The test report, as required by NFPA 1914, shall include the following test results.

a). Torque verification of all mounting bolts including bolt size, grade, and torque specification.

b). The following NDT methods and results shall be recorded. All ferrous welds shall be magnetic particle inspected for defects. All nonferrous welds shall be visually inspected, and if questionable defect are identified, a penetrating dye shall be used to further evaluate the quality of the weld. All bolts and pins shall be ultrasonically inspected for internal flaws. A waterway pressure test shall be performed and a hydraulic oil sample taken.

c). The following measurements shall be taken and recorded in the examination and test record: bearing clearance and backlash, elevation cylinder drift, engine speed operating rpm, relief pressure, stabilizer extension cylinder drift, ladder section twist, hardness readings, base rail thickness, winch drift, extension brake drift, and extension cylinder drift.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

PERSONNEL

The inspectors performing the test work on the units are certified to Level II in the required NDT methods, under the requirements outlined in ASNT document CP-189.

AERIAL APPARATUS CERTIFICATIONS

When the unit successfully meets all the requirements outlined in NFPA 1901, 2009 Edition, UL shall issue a Certificate of Automotive Fire Apparatus Examination and Test stating the unit's compliance with NFPA 1911.

One (1)
00-13-1000

Y___N___

MANUALS

The aerial manufacturer shall provide the following manuals pertaining to the aerial device:

Two (2): Operators' manuals.

Two (2): Parts manuals in a CD format.

Two (2): Complete Electrical and Hydraulic Diagrams in a CD format.

One (1)
00-36-1000

Y___N___

SERVICE

Due to the importance of keeping this vital piece of firefighting apparatus in service with a minimum of downtime, the manufacturer of the aerial device shall maintain a network of service centers with factory-trained personnel.

The service facility shall carry an inventory of parts, separate from production parts.

One (1)
00-37-1000

Y___N___

WARNING DECALS

Warning decals shall be provided in appropriate locations to alert the operator of potential hazards and operating instructions. All warning labels shall be in general

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

compliance with A.N.S.I. Z534.1 recommendations.

One (1)
00-38-1000

Y___N___

ON-SITE PREVENTATIVE MAINTENANCE & OPERATIONAL TRAINING

PROGRAM OUTLINE

An on-site program for demonstration and instruction of the Fire Department personnel shall be provided. This program shall be designed to assure complete understanding of all aspects of the aerial device in the operating environment.

After the unit has been accepted, a factory trained, qualified Field Service Technician shall be provided for a minimum of three (3) consecutive days of instruction.

The program shall be designed to instruct an individual who has never utilized an aerial device of this type before. The individual shall be thoroughly taught the operating systems of the aerial device, including emergency operation. Introductory service skills utilizing the vehicle shall also be taught.

OPERATION & MAINTENANCE PROGRAM

To instruct Fire Department personnel in the operation, preventative maintenance and care of the aerial device, this instruction program shall be oriented towards a hands-on approach utilizing the new apparatus.

1. Explain operations of the entire aerial device. Each participant shall actually use the aerial and be instructed in the necessary steps of safe operation.
2. Troubleshooting shall be emphasized and reinforced continually throughout the instruction period.
3. Preventative maintenance procedures shall be setup and definite schedules developed to assure proper maintenance of the aerial device.
4. Instruction in the use of tools and how to replace minor assemblies, as applicable. Equally important in this instruction shall be when to call appropriate personnel for assistance.
5. How to order parts through the local service center by utilizing parts manual.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
00-40-1150

Y___N___

AERIAL APPARATUS CERTIFICATIONS (TYPE 1)

The aerial device shall be tested in compliance with the National Fire Protection Association's Standard #1911 (latest edition). Ongoing structural and physical property testing during construction will also be done.

The following tests shall be conducted by personnel holding a Level II certification to detect defects and improperly secured components:

1. Magnetic particle inspection shall be conducted on all ferrous welds to assure the integrity of the weldments and also detect any flaws or weaknesses. These tests shall be performed prior to paint or assembly.
2. Ultrasonic inspection shall be used to detect any flaws in pins, bolts and other critical mounting components. The bolts shall be tested after they have been torqued to ensure the bolt was not damaged.
3. All extension/retraction cables shall be tested and certified by the cable vendor.
4. All extension/retraction shall be tested and certified by the cable vendor.
5. Functional tests, load tests, stability tests and visual structural examination shall be performed. These tests will determine any unusual deflection, vibration, or instability characteristic of the unit.
6. Hydraulic oil shall be sample tested prior to delivery.
7. A waterway system pressure test shall be performed.

Upon completion of the preceding inspections, the independent testing company shall issue a Certificate of Inspection indicating that all specified standards have been satisfied. The Type I certification shall be provided by **Underwriters Laboratories Inc. (UL)**. Aerial manufacturers not utilizing third party, independent testing companies shall not be acceptable.

TESTS

The following test shall be conducted to the aerial device prior to delivery; all listed tests shall be witnessed and certified by Underwriters Laboratories Inc.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

(UL) to ensure the device meets all current requirements of NFPA-1901.

The manufacturer of the aerial device shall to provide a written statement signed by a **Registered Professional Engineer** certifying the aerial's ability to perform the following tests:

1. 1-1/2:1 DYNAMIC STABILITY AND LIFT TEST - A test of the apparatus shall be performed that the ladder sections are so designed and powered to support a load representing 150% of the manufacturer's rated tip load capacity at maximum horizontal reach on level ground. Since this is a dynamic test, the load must be raised, lowered and rotated without evidence of instability. Specifically, 1125 pounds at the ladder tip with the ladder fully extended at zero degrees shall be rotated 360 degrees.

2. 1-1/3:1 DYNAMIC STABILITY AND LIFT TEST - A test of the apparatus shall be performed that the tip and ladder sections are so designed and powered to support a load representing 133% of the manufacturer's rated tip load capacity at maximum horizontal reach on a five (5) degree slope. Since this is a dynamic test, the load must be raised, lowered and rotated without evidence of instability. Specifically, 998 pounds at the ladder tip with the ladder fully extended at zero degrees shall be rotated 360 degrees.

3. TIME TEST - A test of the apparatus shall be performed to raise the ladder from a bedded position extended to full height and rotated through a 90 degree turn smoothly and without undue vibration in not over 120 seconds.

4. WATER TOWER TEST #1 - A test of the apparatus shall be performed to test its ability to discharge 1000 gallons per minute parallel to the ladder with the unit at full extension and zero degree elevation. The unit shall be capable of performing this test with a rated tip load of 500 pounds at the ladder tip.

5. WATER TOWER TEST #2 - A test of the apparatus shall be performed to test the ability to discharge 1000 gallons per minute, 90 to the ladder with the ladder at full extension, zero degree elevation. The unit shall be capable of performing this test with a rated tip load of 500 pounds at the ladder tip.

6. HORIZONTAL LOAD TEST-With the aerial device out of the cradle at zero degree elevation, a horizontal load of 500 lbs shall be applied to the tip of the ladder.

Bidders must state their ability to comply with all of the above tests. Failure to do so shall be grounds for rejection of their bid.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
00-61-1000

Y___N___

WARRANTY - AERIAL DEVICE

The aerial device manufacturer shall guarantee to the original purchaser to repair or replace any defective structural component resulting from faulty material or workmanship for a period of twenty (20) years after delivery of the aerial device to the purchaser. The warranty shall cover the aerial ladder weldments, open base, torque box and outrigger weldments.

To ensure sole source responsibility of the aerial device, the bidder shall clearly state its intention to warrant the aerial ladder, open base, torque box and outrigger weldments as these integral parts and components of the aerial device.

WARRANTY - AERIAL DEVICE COMPONENTS

The manufacturer of the aerial device shall guarantee to the purchaser to repair or replace any defective or prematurely failed parts, resulting from faulty material or workmanship, for a period of two (2) years after delivery of the aerial device to the purchaser.

WARRANTY - HYDRAULIC CYLINDERS

The manufacturer of the aerial device shall guarantee to the purchaser to repair or replace any defective or prematurely failed parts, resulting from faulty material or workmanship, for a period of two (2) years after delivery of the aerial device to the purchaser.

WARRANTY - HYDRAULIC CYLINDER STRUCTURAL

The manufacturer of the aerial device shall guarantee to the purchaser to repair or replace any defective or prematurely failed parts, resulting from structural defects or failures, for a period of five (5) years after delivery of the aerial device to the purchaser.

WARRANTY - HYDRAULIC CYLINDER SEALS

The manufacturer of the aerial device shall also guarantee the cylinder seals to be free from Type III leakage for a period of two and one half (2-1/2) years after delivery of the aerial device to the purchaser.

WARRANTY - TELESCOPIC WATERWAY ASSEMBLY

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

The manufacturer of the aerial device shall guarantee to the purchaser to repair or replace any defective or prematurely failed Telescopic Waterway Assembly, resulting from structural defects or failures, for a period of ten (10) years after delivery of the aerial device to the purchaser.

One (1)
88-54-2000

Y___N___

REFLECTIVE STRIPING

There shall be a 6" inch reflective Scotchlite stripe with a 1" accent stripe applied to the outside perimeter of the chassis and apparatus.

One (1)
88-59-3000

Y___N___

The reflective striping shall be applied around the perimeter of the front of the apparatus in a straight line. In addition, when the stripe reaches the front area of the body, the stripe shall jog in an 'S' shape pattern, then continuing around the rear of the apparatus at a slightly higher level. In the 'S' curve area, the stripe shall be shadowed to give it a three dimensional look.

One (1)
88-60-1000

Y___N___

The reflective striping shall be white in color.

One (1)
88-65-1000

Y___N___

RETROREFLECTIVE CHEVRON STRIPING

There shall be diamond grade retroreflective chevron striping applied prior to applying the accessories on the rear of the apparatus.

One (1)
88-66-1000

Y___N___

The retroreflective chevron striping shall be red and yellow in color.

One (1)

Y___N___

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

88-70-0200

GOLD LEAF BODY LETTERING (SCOTCHCAL)

Gold leaf adhesive Scotchcal lettering with black shadowing and edging shall be provided and installed on each side of the apparatus body as directed. A max. total of sixty (60) letters approximately 3" high shall be provided.

One (1)
88-76-0100

Y___N___

AERIAL LETTERING (SCOTCHLITE)

Reflective ScotchLite letters shall be provided and installed on each side of the aerial device base section. A max. total of sixty (60) letters approximately 10" high shall be provided.

One (1)
88-78-0000

Y___N___

LICENSE PLATE MOUNTING

One (1)
88-78-4050

Y___N___

A Cast Products, model LP0004-1-B, cast aluminum fully enclosed license plate bracket shall be installed. The bracket shall incorporate a clear LED light (WL0501) to illuminate the license plate and meet DOT requirements.

One (1)
90-02-0000

Y___N___

MISCELLANEOUS EQUIPMENT

The following equipment list shall be provided with the completed apparatus.

Two (2)
90-03-1000

Y___N___

ZICO WHEEL CHOCKS

Two (2) set(s) of NFPA compliant Ziamatic folding wheel chocks model # SAC-44-E shall be supplied with the apparatus.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

Two (2)
90-03-1100

Y___N___

ZICO WHEEL CHOCK MOUNTING BRACKETS

Two (2) set(s) Ziamatic folding wheel chock underbody horizontal mounts model #SQCH-44-H shall be installed on the apparatus under the body in front of the rear wheels.

One (1)
90-05-0001

Y___N___

FLARES

Five (5)
90-05-0054

Y___N___

All NFPA required flares will be supplied and installed by the Customer before the truck is placed into service.

One (1)
90-07-0001

Y___N___

TRAFFIC CONES

Five (5)
90-07-0054

Y___N___

All NFPA required traffic cones will be supplied and installed by the Customer before the truck is placed into service.

One (1)
90-07-1001

Y___N___

TRAFFIC VEST

Five (5)
90-07-1054

Y___N___

All NFPA required traffic vest will be supplied and installed by the Customer before the truck is placed into service.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
90-09-0200

Y___N___

GROUND LADDERS

Two (2)
90-11-3000

Y___N___

Two (2) Duo-Safety 35' two (2) section aluminum extension ladder(s), model 1200.

One (1)
90-11-2000

Y___N___

One (1) Duo-Safety 24' two (2) section aluminum extension ladder(s), model 900A.

One (1)
90-12-1400

Y___N___

One (1) Duo-Safety 14' aluminum roof ladder(s) with folding hooks, model 775A.

One (1)
90-12-1500

Y___N___

One (1) Duo-Safety 16' aluminum roof ladder(s) with folding hooks, model 875A.

One (1)
90-12-2000

Y___N___

One (1) Duo-Safety 20' aluminum roof ladder(s) with folding hooks, model 875A.

One (1)
90-13-2000

Y___N___

One (1) Duo-Safety 10' aluminum attic ladder(s), model 585A

One (1)
90-20-01DS

Y___N___

DUO SAFETY PIKE POLES

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1) Y___N___
90-21-1000

One (1) Duo-Safety 12' pike pole(s) with fiberglass handle

One (1) Y___N___
90-21-1002

One (1) Duo Safety 8' pike pole(s) with fiberglass handle

One (1) Y___N___
90-21-1003

One (1) Duo-Safety 6' pike pole(s) with fiberglass handle(s)

One (1) Y___N___
90-20-01FH

FIRE HOOKS UNLIMITED PIKE POLES

One (1) Y___N___
90-21-4001

-one (1)Fire Hooks Unlimited 10' solid white ash New Yorker Pike Pole(s), model NY-10.

One (1) Y___N___
90-21-4002

-one (1)Fire Hooks Unlimited 8' solid white ash New Yorker Pike Pole(s), model NY-8.

One (1) Y___N___
90-21-4003

-one (1)Fire Hooks Unlimited 6' solid white ash New Yorker Pike Pole(s), model NY-6.

One (1) Y___N___
90-70-0001

SALVAGE COVERS

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
90-70-0054

Y___N___

All NFPA required salvage covers will be supplied and installed by the Customer before the truck is placed into service.

One (1)
91-00-0000

Y___N___

EXTINGUISHERS

One (1)
91-00-0054

Y___N___

All NFPA required fire extinguisher will be supplied and installed by the Customer before the truck is placed into service.

One (1)
91-20-0000

Y___N___

RECHARGEABLE FLASHLIGHTS

Two (2)
91-20-2100

Y___N___

A hand held Streamlight HID LED LiteBox rechargeable lantern, model #45605 (orange) with shoulder strap and charge rack shall be installed on the apparatus.

There shall be a total quantity of two (2).

Two (2)
91-21-1000

Y___N___

A total of two (2) light(s) shall be mounted in the left front compartment.

One (1)
91-23-0001

Y___N___

AED (AUTOMATIC EXTERNAL DEFIBRILLATOR)

One (1)
91-23-0054

Y___N___

All NFPA required AED will be supplied and installed by the Customer before

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

the truck is placed into service.

One (1)
91-25-0001

Y___N___

FIRST AID KIT

One (1)
91-25-0054

Y___N___

All NFPA required First Aid Kit will be supplied and installed by the Customer before the truck is placed into service.

One (1)
91-30-0000

Y___N___

AXES

One (1)
91-30-0054

Y___N___

All NFPA required Axes will be supplied and installed by the Customer before the truck is placed into service.

One (1)
91-40-1500

Y___N___

CROW BAR

Two (2)
91-40-1554

Y___N___

All NFPA required crowbars will be supplied and installed by the Customer before the truck is placed into service.

One (1)
91-40-2754

Y___N___

RUBBER MALLET

All NFPA required rubber mallets will be supplied and installed by the Customer before the truck is placed into service.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
91-40-0100

Y___N___

CLAW TOOL

Two (2)
91-40-0154

Y___N___

All NFPA required claw tools will be supplied and installed by the Customer before the truck is placed into service.

Two (2)
91-40-2500

Y___N___

SLEDGE HAMMER

Two (2)
91-40-2554

Y___N___

All NFPA required sledge hammers will be supplied and installed by the Customer before the truck is placed into service.

One (1)
91-40-3700

Y___N___

SHOVELS

Two (2)
91-40-3754

Y___N___

All NFPA required shovels will be supplied and installed by the Customer before the truck is placed into service.

One (1)
91-40-4000

Y___N___

BOLT CUTTER

One (1)
91-40-4054

Y___N___

All NFPA required bolt cutters will be supplied and installed by the Customer before the truck is placed into service.

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

One (1)
91-41-1600

Y___N___

TOOLS AND TOOLBOX

One (1)
91-41-1654

Y___N___

All NFPA required tools and toolbox will be supplied and installed by the Customer before the truck is placed into service.

One (1)
92-02-0100

Y___N___

ROPES

One (1)
92-02-0154

Y___N___

All NFPA required Ropes will be supplied and installed by the Customer before the truck is placed into service.

One (1)
92-02-5100

Y___N___

LADDER BELTS

One (1)
92-02-5154

Y___N___

All NFPA required Ladder Belts will be supplied and installed by the Customer before the truck is placed into service.

One (1)
92-10-0100

Y___N___

SCBA & CYLINDERS (air packs)

Four (4)
92-10-0154

Y___N___

All NFPA required SCBA and Cylinders will be supplied and installed by the

El Cerrito Fire Department

103' Rear Mount 750 Lb. Capacity Aerial

Customer before the truck is placed into service.

One (1)
90-00-0010

Y___N___

DEALER FURNISHED EQUIPMENT AND MISCELLANEOUS ITEMS

The following equipment and apparatus features shall be Dealer furnished and mounted prior to final delivery to the Fire Department:

One (1) map box to match current FD design. Mounted on top of engine enclosure as directed.

One (1) EMS/Equipment storage compartment in the crew area on the rear wall. The compartment shall be fabricated of smooth aluminum sheet material, shall be equipped with two (2) LED strip lights located on each door side opening, one (1) adjustable interior shelf with matting on the shelf and the floor. The compartment interior and exterior shall be equipped with a DA orbital sanded finish.

One (1) storage well with a hinged cover shall be installed in the front bumper as directed.

Transportation of the apparatus during the 2-year warranty period as may be required shall be provided by the Dealer at no cost to the Fire Department.

A contingency fund for mounting department furnished equipment and tools, in the amount of \$6,000.00 shall be provided.



AGENDA BILL

Agenda Item No. 7(B)

Date: September 17, 2013

To: El Cerrito City Council

From: Garth Schultz, Operations + Environmental Services Division Manager

Subject: Proposed Agreement between the City of El Cerrito and Republic Services, Inc. for Post-Collection Processing and Landfill Disposal Service

ACTION REQUESTED

Adopt a resolution approving the proposed Agreement between the City of El Cerrito (City) and West County Resource Recovery, Inc., West Contra Costa Sanitary Landfill, Inc., Golden Bear Transfer Services, Inc., and Keller Canyon Landfill Company, Inc. – all subsidiaries of Republic Services, Inc. (hereafter jointly referred to as Republic) – for Post-Collection Processing and Landfill Disposal Service, effective January 1, 2014 through December 31, 2025.

BACKGROUND

The City is a member of the West Contra Costa Integrated Waste Management Authority (Authority). The Authority is a joint powers authority that manages many aspects of solid waste for the west county cities of El Cerrito, Richmond, San Pablo, Pinole, Hercules, and unincorporated sections of Contra Costa County. The Authority currently contracts with Republic for post-collection services on behalf of its member agencies. These services include: recyclables processing; composting; operation of the Household Hazardous Waste facility, and; transfer, transportation and land-filling of solid waste. The current post-collection services agreement expires December 31, 2013.

In 2012, the Authority conducted a competitive Request for Qualifications and Statement of Interest (SOI) procurement process for post-collection processing and disposal services, effective January 1, 2014. As a result of the SOI process, the Authority received six proposals from qualified firms for the needed post-collection services. Unlike the other proposers, Republic's proposal included significant improvements to collection services for the member agencies served by Republic-owned Richmond Sanitary Services (RSS). RSS provides collection services to all member agencies except El Cerrito, whose collection services are provided by East Bay Sanitary Company (EBS) and the City itself.

Because many of the services proposed by Republic provided value specific to the RSS service area, El Cerrito entered into independent negotiations with Republic for the provision of post-collection services for the City.

DISCUSSION

City staff and R3 Consulting Group, Inc. (R3) met with Republic (periodically from January through August 2013) to develop the proposed Agreement between the City and Republic for Post-Collection Processing and Landfill Disposal Service (Agreement). In negotiating the Agreement, staff and R3 worked with Republic to ensure that the proposed Agreement provides:

- Post-collection services competitive with alternatives that might have been available to the City absent the Authority's right to direct El Cerrito's waste¹
- New and innovative services that will divert more waste materials from landfills, consistent with El Cerrito's Strategic Plan and Climate Action Plan
- Rates that will reduce (and potentially eliminate) the need for adjustments to the total monthly solid waste service rates paid by El Cerrito ratepayers in 2014

Competitive with Potential Alternatives

As stated earlier, one of the primary reasons that the Authority Board selected Republic as the post-collection service provider for the Authority member agencies was that Republic's proposal included a number of additional collection services for the member agencies served by RSS. These additional services will provide significant benefit to member agencies, both in terms of increasing diversion from landfill as well as bringing curbside collection services in those areas up to the standards already enjoyed by El Cerrito and most other Bay Area cities. In providing these additional services, Republic's bid for post-collection services was rightfully determined by the Board to be the most competitive proposal arising out of the post-collection procurement process.

Since El Cerrito has a different solid waste collector than the other member agencies, the City does not stand to benefit from the additional collection services proposed by Republic. As such, it was necessary for the City to assess the competitiveness of Republic's proposal without considering the additional collection services promised to the other member agencies.

In order to determine competitiveness, El Cerrito staff and R3 analyzed what it would realistically cost to direct El Cerrito's waste streams to the other facilities proposed during the Authority's procurement process (as well as a few others that did not submit proposals). While this analysis does not represent the actual costs as quoted by the proposers – because it takes into account a variety of factors over which the proposers

¹ As a member agency of the Authority, El Cerrito is required to direct its garbage, green waste, debris box and household hazardous waste (HHW) to the post-collection service provider selected by the Authority.

Agenda Item No. 7(B)

have no control² – it is a realistic assessment of the actual expenses that would be incurred if the City were to pursue other post-collection alternatives. Below is a summary of the best performing scenarios, compared to Republic's proposal:

Post-Collection Scenario	Per Ton Rate
Current 2013 with Republic	\$99.06 (actual)
East Bay Sanitary ³ Alternate	\$96.61 (estimated)
Waste Management ⁴ Alternate	\$91.30 (estimated)
Proposed 2014 with Republic	\$90.30 (actual)
Berkeley Transfer ⁵ Station Alternate	\$86.83 (estimated)

As shown in the table above, the \$90.30 per ton rate negotiated with Republic is cheaper than is currently paid to Republic (for a lesser set of services) and is also cheaper than the lowest probable rates the City's ratepayers would pay in two out of three alternative scenarios. It is important to note that pursuing any of the non-Republic alternatives would require the City to withdraw from the Authority (because the Authority retains the right to direct El Cerrito's waste stream), which would entail a significant amount of staff time and could cost upwards of \$150,000 in onetime costs. Additionally, though the estimated per ton rate for directly hauling waste to the Berkeley Transfer Station appears to be less than Republic's proposal, there is a substantial amount of legal and political uncertainty inherent in this scenario, which would take more money and staff time to resolve. Finally, even if these factors could be resolved without increasing the cost of service, it would still not include many of the additional services that Republic will provide to the City in its base rate.

In summary, the proposed Agreement with Republic is competitive compared to all other alternatives that are reasonably available to the City of El Cerrito. The Agreement provides for cheaper post-collection services – and more of them – than all other proposals received by the Authority, as well as most other alternatives not evaluated by the Authority. Though one potential alternative post-collection scenario (Berkeley

² Including: the cost differential of directly hauling waste to facilities other than Republic, some of which would require doubling or tripling the current one way hauling distance; differences in the cost of government fees on solid waste, and; differences in the cost of handling HHW outside of the Authority.

³ East Bay Sanitary gathered independent pricing for post-collection services at local facilities and submitted those to the City.

⁴ Waste Management was the second best performing proposer in the Authority's procurement process, and was selected by the Board as the alternate in the event that negotiations with Republic stalled.

⁵ City staff discussed this alternative in some detail with Berkeley staff for the purposes of comparison only. The figures represented are not intended to represent an official bid for post-collection services.

Agenda Item No. 7(B)

Transfer Station) initially appears to be cheaper, in actuality the costs of pursuing that alternative, weighed against the greater scope of services offered by Republic, make pursuing that alternative an uncompetitive proposition given Republic's proposal.

New and Innovative Services

In addition to basic post-collection services (including disposing garbage, composting green waste, and handling HHW) the proposed Agreement with Republic includes a number of additional services intended to facilitate increased diversion in El Cerrito.

Republic's proposal includes processing mixed construction and demolition (C&D) material (such as dirt, sand, rock, concrete, bricks, plaster, carpeting, fixtures, wood, etc.) from building projects in El Cerrito at a combined landfill diversion rate of 70%. While this service has been previously available to El Cerrito to some extent, the proposed service is more inclusive in scope, streamlined, and includes a higher diversion rate than it did previously. Having an easy-to-use mixed C&D process will improve the ability for larger building projects to comply with mandated diversion requirements under the CalGreen building codes, and will make it much easier for smaller projects to achieve significant levels of diversion without the need to source separate materials into a number of smaller bins. City staff estimates that this new service will prevent about 250 to 500 tons of El Cerrito waste from going to the landfill per year.

Republic is offering commercial "dry waste" processing, which is a relatively new process that has recently been pioneered in San Jose. Dry waste processing achieves high levels of diversion for waste streams that tend to have significant barriers to source separation (usually certain business sectors and larger multi-family dwellings). In dry waste processing the solid waste subscriber is only required to separate their waste into two containers, one for wet materials (like food scraps) and another for everything else (the remaining materials, which includes both dry garbage and recyclables). Once put into operation, EBS will collect dry waste in a separate route of specially selected subscribers (those for which the standard methods of separation have proved to be challenging) and Republic will separate out the recyclable items at a minimum diversion rate of 50%. While this process is certainly not the end-all-be-all for El Cerrito's diversion goals, it will be an important tool to diverting more material in sectors that have historically been hard to reach, while annually diverting 200 to 400 from landfill.

The proposed Agreement includes a special provision for Republic and the City to work cooperatively to develop additional and enhanced diversion programs for the public schools in El Cerrito. Unlike the rest of El Cerrito, the public schools receive solid waste collection service from RSS and recycling education services from the Authority. As such, there has not been a clear avenue for the City to advocate for enhanced solid waste management in El Cerrito public schools. As a result, the diversion programs in our public schools aren't fully aligned with the diversion programs experienced and expected elsewhere in the City. This Agreement provides the City with the opportunity to work more closely with Republic and the West Contra County Unified School District to facilitate enhanced diversion programs in the public schools.

Agenda Item No. 7(B)

Finally, Republic has committed to performing annual waste stream audits in order to help the City determine how successful current diversion programs are, while laying the groundwork for developing future programs to divert more materials.

2014 Rates

The 2014 per ton rate of \$90.30 in the proposed Agreement, which is compensation for all services provided by Republic, will cost El Cerrito ratepayers approximately \$1,029,600 in calendar year 2014 (assuming projected tonnage of 11,402 tons). This is approximately \$100,000 less than ratepayers will pay during calendar year 2013, while covering the increased levels of service discussed in the previous section of this report.

In absolute terms, this means that El Cerrito ratepayers will pay about 9% less for post-collection services in the coming year than they will this year. Though it is too early to state with certainty what the 2014 total monthly rates will be, because the Council won't decide on adjustments to the other two components of the total rate⁶ until November, the 9% reduction in post-collection services will help reduce any potential increases to the total monthly rate. City staff is currently modeling how the 2014 total rates might change after taking into account all inputs (not just the post-collection agreement) and is relatively certain that total impact to the rates will be between 0% and 1% in 2014.

STRATEGIC PLAN CONSIDERATIONS

Approval of the proposed Agreement would help fulfill Goal F – Foster environmental sustainability citywide – as detailed in the City of El Cerrito Strategic Plan, adopted March 2013. Specifically, approval of the Agreement would contribute to achieving the following strategies:

- *Promote environmental leadership by working with the School District and other government entities.* Approval of the proposed Agreement would give the City a new avenue for pursuing enhanced diversion programs in partnership with the District and Republic.
- *Implement the City's Climate Action Plan.* Approval of the proposed Agreement would contribute to Waste Goal #1 of the Plan (Reduce waste going to landfill to 4,000 tons per year by 2020 and 2,000 tons per year by 2035) by:
 - o Maximizing participation in waste reduction curbside services per Objective W-1.1 of the Climate Action Plan, via waste characterizations, specialized collection approaches (e.g. dry waste processing), and expanded outreach programs for schools.
 - o Reducing landfill waste from Construction and Demolition per Objective W-1.3 of the Climate Action Plan, via improved C&D processing.

⁶ Namely, East Bay Sanitary collection rates and the City's Integrated Waste Management Fee.

ENVIRONMENTAL CONSIDERATIONS

As discussed elsewhere in this report, the proposed Agreement will divert more materials away from landfills to beneficial uses such as recycling and composting, which will help the City achieve its waste diversion goals in the Climate Action Plan.

While El Cerrito sent over 7,670 tons of waste to landfill in 2012, staff estimates that waste to landfill could decrease by about 800 tons in 2014 (a decrease of more than 10%). Furthermore, this will be made possible without building additional facilities, without putting more collection trucks into operation, and without increasing the number of miles travelled by collection trucks (and as such, is considered to be categorically exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq., "CEQA," and 14 Cal. Code Reg. §§ 15000 et seq., "CEQA Guidelines") under the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment (CEQA Guidelines § 15061(b)(3). Additionally, approval of the Agreement is categorically exempt from CEQA under CEQA Guidelines Sections 15301 (Existing Facilities) and 15308 (Actions by Regulatory Agencies for the Protection of the Environment). Though not certain, it is possible that some negative environmental impacts could be incurred if the City were to choose a different post-collection service provider, because EBS collection vehicles would need to drive farther to reach many of the alternative facilities. Thus, while approving the proposed Agreement will produce modest (yet important) environmental benefits, those benefits are made greater when comparing them against the uncertain environmental impacts of the alternatives.

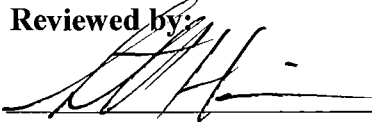
FINANCIAL CONSIDERATIONS

Approving the proposed Agreement may slightly reduce the City's receipts from the East Bay Sanitary Franchise Fee, which is 12% of collection and post-collection revenues. Staff currently projects a worst-case scenario of a loss of about \$10,000 in Franchise Fee revenues in 2014 as a result of approving the Agreement. If Franchise Fee revenues are slightly reduced in 2014, they should rebound in future years as agreed-upon adjustments to collection and post-collection revenues take effect.

LEGAL CONSIDERATIONS

The City Attorney has reviewed the proposed Agreement and found that legal considerations have been addressed.

Reviewed by:



Scott Hanin, City Manager

Attachments:

1. Accompanying Resolution
2. Proposed Agreement between the City and West County Resource Recovery, Inc., West Contra Costa Sanitary Landfill, Inc., Golden Bear Transfer Services, Inc., and Keller Canyon Landfill Company, Inc. for Post-Collection Processing and Landfill Disposal Service

RESOLUTION 2013--XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO TO APPROVE THE AGREEMENT BETWEEN THE CITY OF EL CERRITO AND WEST COUNTY RESOURCE RECOVERY, INC., WEST CONTRA COSTA SANITARY LANDFILL, INC., GOLDEN BEAR TRANSFER SERVICES, INC., AND KELLER CANYON LANDFILL COMPANY, INC. FOR POST-COLLECTION PROCESSING AND LANDFILL DISPOSAL SERVICE

WHEREAS, Article IX, section 7 of the Constitution of the State of California empowers the City of El Cerrito (City) to make and enforce within its limits all sanitary and other ordinances and regulations not in conflict with general laws for the management of solid waste generated within the City; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste management within their jurisdiction; and

WHEREAS, Public Resources Code section 40059 authorizes the City to provide for all aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location, and extent of providing solid waste handling services, including post-collection services; and

WHEREAS, the City is a Member Agency of the West Contra Costa Integrated Waste Management Authority (Authority); and

WHEREAS, Authority Member Agencies entered into a Joint Exercise of Powers Agreement dated April 2, 1991, (JPA Agreement), which JPA Agreement was amended by the parties thereto in March 6, 1995; and

WHEREAS, Republic Services Inc. (Republic), by means of the services and facilities of West County Resource Recovery, Inc., West Contra Costa Sanitary Landfill, Inc., Golden Bear Transfer Services, Inc., and Keller Canyon Landfill Company, Inc. currently provides Post-Collection Services to the City and Authority through certain agreements between Republic and the Authority; and

WHEREAS, these agreements for Post-Collection Services are expiring effective December 31, 2013; and

WHEREAS, in October 2012, the Authority solicited Requests for Qualifications and Statements of Interest from companies in the solid waste and recycling industry for the provision of these Post-Collection Services. Republic submitted its response and after consideration of the numerous proposals received, on December 12, 2012, the Authority Board of Directors directed Authority staff to negotiate with Republic for the provision of these services; and

WHEREAS, the Authority, including the City as a Member Agency thereof, selected Republic to provide for the Post-Collection Services, after undertaking a competitive request for proposals process and having determined that Republic's proposal provides the best overall value for the Authority rate payers, and that Republic has the requisite experience, qualifications, reputation, and capacity to carry out such services; and

WHEREAS, City staff actively participated in analyzing all responses received by the Authority during the Authority's competitive request for proposals process; and

WHEREAS, the City has determined in accordance with its constitutional and statutory authority that it is in the best interests of the City to negotiate and enter into an Agreement for Post-Collection Services with Republic (Agreement), separate and apart from the Authority's agreement with Republic; and

WHEREAS, pursuant to its police powers, obtaining a long-term commitment for processing and disposal of solid waste generated within the City via the Agreement is in the best interests of the public health, safety and wellbeing of the citizens of the City and is fiscally prudent; and

WHEREAS, City staff and R3 Consulting Group, Inc. (R3) have thoroughly reviewed the Agreement to ensure that it is competitive with potential alternatives that would have been available to the City had the City not participated in the Authority's competitive request for proposals process; and

WHEREAS, City staff and R3 agree that the Agreement between the City and Republic, as the Authority's selected provider of Post-Collection Services, represents the best balance of services, cost, and risk to the City for the provision of these services, as compared to City staff's analysis of the potential alternatives; and

WHEREAS, the Agreement provides for increased diversion from landfills via new and innovative services including construction and demolition debris recycling, commercial dry waste recycling, improved public school recycling programs, and annual waste audits of El Cerrito's waste streams; and

WHEREAS, the Post-Collection Services provided to the City via the Agreement in 2014 will cost El Cerrito rate payers 9% less than they paid for a lesser set of services in 2013, and;

WHEREAS, this reduction in the cost of Post-Collection Services in 2014 will reduce (and potentially eliminate) the need for adjustments to the total monthly solid waste services rates paid by El Cerrito rate payers in 2014;

WHEREAS, the City Council finds that approval of the Agreement is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq., "CEQA," and 14 Cal. Code Reg. §§ 15000 et seq., "CEQA Guidelines") under the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment (CEQA Guidelines § 15061(b)(3). Additionally, approval of the Agreement is categorically exempt from CEQA under CEQA Guidelines

Sections 15301 (Existing Facilities) and 15308 (Actions by Regulatory Agencies for the Protection of the Environment).

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of El Cerrito, that it hereby approves the Agreement between the City of El Cerrito and West County Resource Recovery, Inc., West Contra Costa Sanitary Landfill, Inc., Golden Bear Transfer Services, Inc., and Keller Canyon Landfill Company, Inc. for Post-Collection Processing and Landfill Disposal Service.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon passage and adoption.

I CERTIFY that at a regular meeting on September 17, 2013 the City Council of the City of El Cerrito passed this Resolution by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on September X, 2013.

Cheryl Morse, City Clerk

APPROVED:

Gregory B. Lyman, Mayor

Agreement Between the
City of El Cerrito
and
West County Resource Recovery, Inc.,
West Contra Costa Sanitary Landfill, Inc.,
Golden Bear Transfer Services, Inc.,
and Keller Canyon Landfill Company, Inc.
for
Post-Collection Processing and
Landfill Disposal Service

This Agreement is entered into by and between the City of El Cerrito, a municipal corporation ("City") and West County Resource Recovery, Inc., West Contra Costa Sanitary Landfill, Inc., Golden Bear Transfer Services, Inc., and Keller Canyon Landfill Company, Inc. (operating subsidiaries of Republic Services, Inc. and hereinafter collectively referred to as "Contractor") for the Transfer, Transport, Recycling, Composting, and Disposal (Post-Collection Services) of Solid Waste, Recyclable Materials, Organic Materials, and Construction and Demolition Materials from the City effective January 1, 2014.

Recitals

WHEREAS; Article IX, section 7 of the Constitution of the State of California empowers the City to make and enforce within its limits all sanitary and other ordinances and regulations not in conflict with general laws for the management of Solid Waste generated within the City; and

WHEREAS; the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste management within their jurisdiction; and

WHEREAS, Public Resources Code section 40059 authorizes the City to provide for all aspects of Solid Waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature,

location, and extent of providing Solid Waste handling services; and

WHEREAS, the City is a Member Agency of the West Contra Costa Integrated Waste Management Authority (“Authority”); and

WHEREAS, Member Agencies entered into a Joint Exercise of Powers Agreement dated April 2, 1991, (“JPA Agreement”), which JPA Agreement was amended by the Parties thereto in March 6, 1995; and

WHEREAS, on January 1, 1994, the Authority and West County Resource Recovery, Inc. entered into a Service Agreement for Operation of an Integrated Resource Recovery Facility (“IRRF Service Agreement”); and

WHEREAS, Contractor, by means of the services and facilities of West County Resource Recovery, Inc., West Contra Costa Sanitary Landfill, Inc., Golden Bear Transfer Services, Inc., and Keller Canyon Landfill Company, Inc. currently provides Post-Collection Services to the City and Authority through certain agreements between Contractor and the Authority; and

WHEREAS, these agreements for Post-Collection Services are expiring effective December 31, 2013; and

WHEREAS, in October 2012, the Authority solicited Requests for Qualifications and Statements of Interest from companies in the Solid Waste and recycling industry for the provision of these Post-Collection Services. Contractor submitted its response and after consideration of the numerous proposals received, on December 12, 2012, the Authority Board of Directors directed Authority staff to negotiate with Contractor for the provision of these services; and

WHEREAS, the Authority, including City as a Member Agency thereof, selected Contractor to provide for the Post-Collection Services, after undertaking a competitive request for proposals process and having determined that Contractor’s proposal provides the best overall value for the Authority rate payers, and that Contractor has the requisite experience, qualifications, reputation, and capacity to carry out such services; and

WHEREAS, the City has determined in accordance with its constitutional and statutory authority that it is in the best interests of the City to negotiate and enter into a separate agreement for Post-Collection Services with Contractor, separate and apart from the Authority’s agreement with Contractor; and

WHEREAS, pursuant to its police powers, obtaining a long-term commitment for long term processing and disposal of Solid Waste generated within the City in accordance with this Agreement is in the best interests of the public health, safety and wellbeing of the citizens of the City and is fiscally prudent; and

WHEREAS, this Agreement will preserve and enhance the environment within the City of El Cerrito and is exempt from the requirements of California Environmental Quality Act

(“CEQA”), as amended, without limitation, pursuant to Section 15061(b)(3) or Section 15308 or 150301 of the CEQA Guidelines.

NOW, THEREFORE, in consideration of the mutual promises, covenants, guaranties, and conditions contained in this Agreement and for other good and valuable consideration, the Parties agree as follows:

SECTION 1 DEFINITIONS

For purposes of this Agreement, unless a different meaning is clearly required, capitalized terms used in this Agreement shall have the meanings specified in Exhibit 1 to this Agreement which is attached hereto and incorporated by reference.

SECTION 2 TERM OF AGREEMENT

2.1 Effective Date

This Agreement becomes effective on the date that both Parties have executed the Agreement.

2.2 Term

The Term of this Agreement and providing of services as outlined herein shall commence on January 1, 2014 and shall expire on December 31, 2025. Nothing herein shall preclude the Parties from mutually agreeing to extend the Term of this Agreement by written agreement.

2.3 Agreements Superseded

This Agreement executed between Contractor and the City shall completely and fully supersede and invalidate any and all prior or existing contracts, agreements and any amendments or understandings to which the City is a Party as a member agency of the West Contra Costa Integrated Waste Management Authority and Contractor (or specific entities of Contractor), including the 1994 IRRF Service Agreement; the 2005 Agreement for the Transfer and Transportation of Franchised Solid Waste and County Area Waste from the Golden Bear Transfer Station; the 2010 Agreement for Organic Material Processing and Composting Services; the 2010 Agreement for Disposal of Solid Waste (Keller Canyon Landfill); and the 2013 Amendment to Extend the Terms of Certain Service Agreements with the Authority. Nothing herein shall affect the validity or scope of any Solid Waste and/or Recycling Collection Franchise Agreement to which Richmond Sanitary Service, Inc., an Affiliate of Contractor, is a Party. Nothing in this Agreement is intended to or shall affect the existing Collection Franchise Agreement between East Bay Sanitary Company, Inc. and the City. Furthermore, nothing herein shall or is intended to apply to or affect the exclusive franchise agreement between the City of Richmond and Contractor (Golden Bear Transfer Services, Inc.) in any way. This Agreement contains the entire Agreement between the Parties with respect to the rights and responsibilities of the Parties under this Agreement, including the enforcement and administration of this Agreement. The Parties agree that there are no other agreements or understandings, whether written or oral, that govern the Services provided herein.

SECTION 3 OBLIGATIONS OF THE CITY

3.1 Direction of Waste Stream

- (a) The City shall direct all Solid Waste collected by the City's Franchised Collector to be delivered to the Approved Transfer Station for the term of this Agreement.
- (b) The City shall direct all Organic Materials collected by the City's Franchised Collector to be delivered to and Processed at the Approved Organic Materials Processing Facility.
- (c) The City shall direct all Dry Materials collected by the City's Franchised Collector to be delivered to and Processed at the Approved Dry Materials Processing Facility.
- (d) The City shall direct all Construction and Demolition (C&D) Materials collected by the City's Franchised Collector to be delivered to and Processed at the Approved Construction and Demolition Materials Processing Facility.
- (e) The City may direct Recyclable Materials to the Approved Recyclable Materials Processing Facility for Processing at the then current rebate rate paid to the other West County member agencies of the Authority for the curbside collected material.

3.2 Compensation to Contractor

City agrees to pay Contractor for the Services in accordance with the provisions of Section 5 of this Agreement.

SECTION 4 OBLIGATIONS OF CONTRACTOR

4.1 Scope and Delivery of Services

(a) Solid Waste Disposal

The Contractor shall receive the Solid Waste collected under the City's Collection Franchise Agreement and directed to the Approved Transfer Facility by the City. Contractor shall transport all Solid Waste from the Approved Transfer Station to the Landfill or Approved Processing Facility.

(b) Organic Materials Processing

Contractor shall receive, accept, and Process Organic Materials collected under the City's Collection Franchise Agreement at the Approved Organic Materials Processing Facility. The City estimates approximately 4,000 Tons per year, but makes no minimum guarantee to Tonnage. Processing shall include, at a minimum, removing obvious contaminants, pre-processing (i.e., chip and grind), and Composting the Organic Materials. Organic Materials shall be converted to products for beneficial use including Compost and mulch. Both Parties understand that the Diversion of materials is expressed in the aggregate of the Approved Facilities Diversion rate. Contractor shall provide the City with finished Compost Product upon request at no additional charge to the City (at the Contractor's

Approved Organic Materials Processing Facility). This shall be limited annually to one percent (1%) of the annual Organic Materials Tonnage collected from the City and delivered to the Approved Organic Materials Processing Facility. Specifics about the types of Compostable Food Ware accepted at the Approved Organic Materials Processing Facility will be determined and mutually agreed upon by the City and Contractor.

(c) Commercial Dry Waste Processing

Contractor shall receive, accept, and Process Dry Materials collected under the City's Collection Franchise Agreement at the Approved Dry Materials Processing Facility(ies). Contractor may use either the IRRF Processing Facility, or the Newby Island Processing Facility, or both. City estimates approximately 500 Tons per year, but makes no minimum annual guarantee to Tonnage. Contractor agrees to assist the City with identifying commercial accounts to be developed for Dry Material collection. The Contractor agrees to divert no less than fifty percent (50%) of the Dry Material delivered to its Approved Facility by the City's Franchised Collector. In the event that a load of designated Dry Material from the City is delivered to the Approved Dry Materials Processing Facility and the Contractor takes exception with the classification of that load as Dry Material due to having more than ten percent (10%) by weight of Organic Materials, it shall take a picture of the load clearly showing the extent of contamination and provide a copy to the City. To the extent reasonably possible, the Contractor shall remove the contaminated portion of the load for Disposal and Process the remainder of the load as Dry Material at the Approved Dry Materials Processing Facility. Both Parties understand that the Diversion of materials is expressed in the aggregate of the Approved Facilities Diversion rate.

(d) Mixed Construction and Demolition Materials Processing

Contractor shall receive from City's Franchised Collector all identified C&D loads to remove contaminants and large dimensional/non-sizeable material (e.g., very large diameter tree trunks) or wet material (e.g., saturated sheet rock). City estimates the Tonnage to be 400 Tons/year, but makes no minimum guarantee regarding total Tonnage per year. Contractor shall then Process the remainder of each load to maximize the Diversion of material from the Landfill. The Contractor agrees to divert no less than seventy percent (70%) of designated loads of Construction and Demolition (C&D) Materials delivered to its Approved Facility by the City's Franchised Collector. The Contractor further agrees to provide documentation of Diversion to the City's Franchised Collector as requested for all C&D materials delivered, at no additional cost. The City's Franchised Collector shall designate loads of Construction and Demolition (C&D) Materials which it will deliver to the Approved Construction and Demolition Processing Facility. In the event that a load of designated Construction and Demolition (C&D) Materials from the City is delivered to the Approved Construction and Demolition Processing Facility and the Contractor takes exception with the classification of that load as Construction and Demolition (C&D) Materials it shall take a picture of the load clearly showing the extent of contamination and provide a copy to the City. To the extent reasonably possible, the Contractor shall remove the contaminated portion of the load for Disposal and Process the remainder of the load at the Approved Construction and Demolition Processing Facility. Both Parties understand that the Diversion of materials is

expressed in the aggregate of the Approved Facilities Diversion rate. The Parties acknowledge that a significant portion of the Diversion from this program is achieved by utilizing “fines” or “unders” (the result of screening out small fragments like dirt, rock, plaster dust etc.) from this process as ADC (Alternative Daily Cover, used at landfills) or other beneficial use at a Solid Waste Disposal site. In the event of a Change in Law eliminating or significantly reducing Diversion credit associated with this type of use, the Parties shall meet and confer regarding appropriate modifications to the Diversion rate target defined herein.

(e) Household Hazardous Waste Receiving, Processing and Disposal

Contractor currently contracts with a vendor for the operation of a permanent Household Hazardous Waste (HHW) drop-off facility at 101 Pittsburg Avenue, Richmond, CA, that serves the City and other member agencies of the Authority, including unincorporated communities within and adjacent to the Authority’s service area, subject to the agreements between the Authority, Contractor, and those agencies. The types of materials accepted as well as the days and hours of operation shall be determined by Contractor and may be subject to change at any time with input from the City, subject to reasonable implementation lead time. Initially, the days and hours of operation of the HHW facility shall be from 9:00 a.m. to 4:00 p.m. Thursday, Friday, and the first Saturday of each month. The Contractor shall also provide a mobile collection service for residents at least 60 years old and for persons with disabilities. Residents of the City requesting this service shall receive reply phone calls from Contractor within 72 hours of requesting service when clear contact information is provided, and shall receive service within two (2) weeks of their request for service. Nothing in this Agreement should be inferred as conferring third Party beneficiary rights to such vendor and the Contractor shall have the right to replace such vendor at any time for convenience, subject to Authority approval of the replacement vendor. The City also provides Household Hazardous Waste Facility services at 7501 Schmidt Ln., El Cerrito, CA. Contractor and City shall periodically meet and confer in good faith to determine the ongoing viability of Contractor and/or Authority providing HHW service at this location. Additionally, Contractor and City agree to meet and confer in good faith and develop budgets for HHW special events in the City.

(f) Recycling Programs for El Cerrito Public Schools

Contractor and City agree to work cooperatively to develop additional and enhanced Diversion programs for all public schools within the City to increase school site recycling efforts and performance. It is understood that the West Contra Costa County Unified School District (District) is under a separate Collection Agreement. As long as Contractor’s Affiliate serves the El Cerrito public schools through the District Agreement, Contractor’s staff shall work with the City and school site administrators to provide a focused educational program and implement additional and enhanced recycling programs for City’s public schools, including producing and distributing educational materials and signage, and providing all recycling and organics collection services. It is further understood that additional services to the District over and above those currently within the Districts agreement with Richmond Sanitary Service may require adjustment to that agreement for both additional services and compensation. These Diversion

program services shall closely track and be substantially similar to the public education and outreach programs for public schools being implemented by Contractor in connection with a definitive services agreement between Contractor and the Authority, while also making a good faith effort to meet the expectations of the City of El Cerrito

(g) Quarterly Reports

Contractor shall include in a quarterly report, at a minimum, the number of loads and Tons, by material type and by month, handled under this Agreement. Reports shall be organized to separately report material received by sector (e.g. residential, commercial, or industrial) and collection method (e.g., side-loader, rear-loader, roll-off). Reports shall detail, for all material received, the type and Tonnage of material received, and which Approved Processing Facilities received any or all Tonnage delivered. Both Parties understand that the Diversion of materials is expressed in the aggregate of the Approved Facilities Diversion rate. Quarterly reports shall present information on a monthly basis, by sector (i.e. residential, multi-family, commercial, roll-off) and, at a minimum, include:

- (i) The number of loads and Tons, by Processing method under this Agreement. This information shall be presented on an inbound (i.e. City's collection vehicles) and outbound basis, to the extent possible, based on incoming percentages.
- (ii) Approved Transfer Station Diversion or recycling rate report by commodity, including total Tons delivered, total Tons Processed, total Tons Diverted, and total Tons of residual not Diverted.
- (iii) Diversion or recycling rate report by material type as Defined in Section 4.1, including total Tons delivered, total Tons Processed, total Tons Diverted, and total Tons of residual not Diverted.
- (iv) Approved Processing Facility report regarding Composted or Processed product by commodity, including total Tons Delivered, total Tons processed, total Tons Diverted, and total Tons of residual not Diverted.
- (v) Total Tons Disposed segregated by Tons of Solid Waste and Tons residual direct from Numbers 2 – 5 above.

The fourth quarter report of each Calendar Year shall serve as an annual report and shall include the required information for each of the four quarters along with the annual totals for the Calendar Year. The City and Contractor will meet and confer on modifications to the type and format of the quarterly and annual reports.

(h) Annual Waste Characterizations

Contractor agrees to provide, at no cost to and as directed by the City, annual waste characterization services specific to the City's waste streams. The level of effort the Contractor shall provide at no additional cost to the City shall be equivalent to characterizing major material types (e.g., specific material types accepted through the City's existing Diversion programs that remain in the waste stream and/or specific other potentially Recyclable Materials vs. all other materials), of all of the City's residential or commercial loads over a one week period each year. As an example, representative samples of no less than 200 pounds of all commercial Solid Waste loads delivered to the Approved Transfer Station over the course of one week will be sorted and characterized

each day, with the daily and combined weekly characterization data provided to the City. Alternatively, the City may direct its Franchised Collector to deliver the contents of a commercial Solid Waste container or containers, including compactors, from a specific Generator on a given day to the Approved Transfer Station where the Contractor shall characterize all or a representative sample or samples, of no less than 200 pounds, of those containers by major material type similar to that described above. In the case of characterizing the contents of a container or containers from a specific Generator, the Contractor shall provide for characterizing the contents of a container or containers from up to five such individual Generators annually.

4.2 Permits

Contractor shall obtain and maintain, at Contractor's sole cost, except with respect to Changes in Law, all applicable Permits required to perform Services and shall provide Services in compliance with such Permits.

4.3 Ownership of City Materials

Once Solid Waste, Organic Materials, C&D Material, Dry Material, HHW, or Recyclable Material directed by the City is received and accepted by Contractor, ownership and the right to possession of said materials shall Transfer directly from the Person delivering said materials to Contractor. Contractor may retain, Recycle, Process, Dispose of and otherwise use such Solid Waste, Organic Materials, C&D, Dry Materials, HHW, and Recyclable Materials in any lawful fashion or for any lawful purpose, in accordance with terms of this Agreement.

4.4 Weighing Standards and Procedures

Contractor shall weigh and record inbound weights of all vehicles delivering materials to the Approved Processing Facilities and Landfill when the vehicles arrive and weigh and record outbound weights of vehicles for which Contractor does not maintain tare weight information. Contractor shall provide each driver a receipt showing the date, time, origin, and quantity (e.g. Tons), and material type that the vehicle delivered to the Approved Processing Facility or Landfill.

4.5 Scale Records

Contractor shall maintain scale Records and reports that provide information including date of receipt, inbound time, inbound and outbound weights of vehicles, vehicle identification number, jurisdiction of origin of materials received, type of material, hauler identification and/or classification, type, weight, and destination of material.

4.6 Alternative Facilities

If Contractor does not receive the materials at the Approved Processing Facilities or Landfill for reasons other than Uncontrollable Circumstances then, following City approval, Contractor shall: (a) accept the City's materials at another similarly-capable processing facility or landfill owned by it or an Affiliate; or, (b) arrange for City's material to be Processed or Disposed of at another similarly-capable processing facility or landfill not owned by it or an Affiliate. In either case Contractor shall provide service through these alternate facilities at no additional cost to the City. If Contractor does not receive the materials at the Approved Processing Facilities or Landfill due to Uncontrollable Circumstances, Contractor shall, to the extent it is legally able to do so in

accordance with Applicable Law and the terms of this Agreement accept materials at another similarly-capable processing facility or landfill owned by it or an Affiliate at no additional cost to the City.

SECTION 5 CONTRACTOR COMPENSATION

5.1 General

The Contractor shall perform and pay all costs associated with all of its obligations, responsibilities, and duties under this Agreement. In consideration of its performance of these duties, the Contractor may charge and collect from the City the compensation for the services provided under this Agreement.

5.1.1 Establishment of the Blended Rate for Services

The City will establish appropriate rates to be charged to the rate payer to ensure sufficient compensation due to Contractor. The Contractor will invoice the City's Franchised Collector the then-current Blended Per Ton Rate (as defined in Section 5.2, below) as adjusted by the terms of this Agreement for all Tons delivered to the Contractor's Approved Processing Facilities.

5.2 Blended Per Ton Rate

5.2.1 General

The Contractor's initial compensation for all services described herein to be provided to the City at a Blended Per Ton Rate (or Blended Rate) of \$90.30 per Ton, at an assumed 11,402 Tons (including MSW, Organics, C&D and Dry Waste) for Calendar Year 2014. The Calendar Year 2014 Blended Rate of \$90.30 per Ton is calculated as the total of the following three components:

- (a) Material Specific Portion of the Blended Rate equaling \$75.31 per Ton
- (b) Government Fees Portion of the Blended Rate equaling \$9.44 per Ton
- (c) HHW Portion of the Blended Rate equaling \$5.55 per Ton

5.2.2 Governmental Fees and Changes to Government Fees During Term

The Governmental Fees in place and assessed to Contractor and Contractor's Approved Processing Facilities on the effective date are as set forth below and are based on at an assumed 11,402 Tons for 2014. The Government Fees may be adjusted (increased or decreased) during the Term, and new Government Fees may be imposed on Contractor or Contractor's activities for performance of the Services during the Term. The Governmental Fees as of the date of execution of the Agreement are as shown in Exhibit 5.2.2 to this Agreement, which is attached hereto and incorporated by reference.

5.3 Annual Adjustments to the Blended Rate

5.3.1 General

The initial Blended Rate for Services are deemed established by the Parties upon execution of this Agreement with no further action required. Contractor shall submit its preliminary request for the adjustment of the Blended Rate no later than September 1 of each Calendar Year for the Blended Rate effective January 1 of the following Calendar Year. The request shall be submitted in a format reasonably acceptable to the City Manager. Contractor's request for the adjustment of the Blended Rate shall document all calculations and include all supporting schedules, documentation of changes to Governmental Fees, and any other documentation or evidence reasonably necessary to ensure that the calculation of adjustments to the Blended Rate has been performed in conformance to the requirements of this Section 5.3. The City Council shall approve the Rate adjustment prior to the end of November each year, and shall be effective January 1 of each year for which the Contractor has requested adjustment to the Blended Rate. If the adjustment to the Blended Rate cannot be considered and approved due to a delay caused solely by the City, the City shall allow the Contractor to retroactively bill for the amount of the adjustment to the Blended Rate for any period of said delay that is caused by the City. If the adjustment to Blended Rate cannot be considered and approved due to a delay caused solely by Contractor's delay in timely submitting the request, then the existing (prior) Blended Rate remains in effect until such adjustment is made and approved by the Council.

5.3.2 Adjustment to Rate

(a) Annual Adjustments to the Materials Specific Portion of the Blended Rate

Beginning January 1, 2015, and each January 1st thereafter, the Material Specific portion of the Blended Rate (initially \$75.31 as defined in Section 5.2.1) shall be adjusted annually, based on eighty-five percent (85%) of the average monthly change in the San Francisco-San Jose-Oakland All Urban Consumers CPI. The average monthly change shall be calculated by averaging the percentage change in the index values for the most recent July through June, compared to the values for the prior year's July through June period. For example, the average monthly change, using the fictional values presented in the table below, would equal one and sixteen hundredths percent (1.16%) and eighty-five percent (85%) of the average monthly change would equal ninety eight hundredths of a percent (0.98%). When applied to the material specific portion of the initial Rate, this example would result in a revised material-specific portion of the Rate of \$75.31 plus \$0.73 equaling \$76.04 per Ton.

	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>
2011/ 2012	123.9	124.7	125.1	125.3	124.8	125.5	123.2	122.9	124.3	123.8	124.4	124.6
2012/ 2013	124.8	126.1	127.2	127.4	126.8	127.1	124.5	125.2	125.9	124.2	125.1	125.5
% Chg	0.73%	1.12%	1.68%	1.68%	1.60%	1.27%	1.06%	1.87%	1.29%	0.32%	0.56%	0.72%

(b) Annual Adjustments to the Government Fees Portion of the Blended Rate

In the event that there is a change in any existing Governmental Fee or creation of any new Governmental Fee to be collected or paid by Contractor that is to be levied or assessed so as to coincide with the annual Blended Rate adjustment process timeframe,

the Governmental Fees Portion of the Blended Rate (as defined in Section 5.2.1) will be adjusted during the annual adjustment process to reflect the new or increased Governmental Fee amount due, divided by the total Tonnage (including MSW, Organics, C&D and Dry Waste) for the most recent Calendar Year. Contractor and City agree that this adjustment shall apply annually to the Contra Costa County Landfill Surcharge applied at the Keller Canyon Landfill which is assessed as a percent (currently 25%) of the landfill tip fee net of Government Fees. As the Material Specific portion of the Blended Rate is adjusted the amount paid in relation to the Contra Costa County Landfill Surcharge will increase accordingly.

(a) Annual Adjustments to the HHW Specific portion of the Blended Rate

In the event that there is a change in total HHW program costs, as established between the Authority and Contractor (or, in the case that the Authority no longer manages City's HHW, between City and Contractor) the HHW Portion of the Blended Rate (as per Section 5.2.1) will be adjusted proportionate to the total change in program costs. For example, if the total HHW program costs effective January 1, 2015 is 3% higher than the budgeted 2014 program costs, then the HHW portion of the Blended Rate will increase by that same 3%). In the event that the Authority no longer manages the City's HHW, the City and Company agree to develop a revised HHW program costs that meet the City's needs. These new program costs will be divided by the total Tonnage (including MSW, Organics, C&D and Dry Waste) for the most recent Calendar Year. The resulting per Ton cost would constitute the new HHW Portion of the Blended Rate. Annual adjustments to the HHW Portion of the Blended Rate would continue to be consistent with the process detailed above.

5.4 Periodic Adjustment to Governmental Fees Included in Rate

In the event that there is a change in any existing Governmental Fee or creation of any new Governmental Fee to be collected or paid by Contractor impacting the Services provided under this Agreement and such change becomes known to the Parties after the City's approval of revised Rates pursuant to section 5.3.2 above, City shall revise the Blended Rate upon written notice from Contractor documenting the change in Governmental Fee or creation of a new Governmental Fee, and stating the effective date of the changes to the Government Fee.

5.5 Other Adjustments to Compensation

The Contractor may request the City's consideration of an adjustment to Contractor's compensation at any time during the Term in the event of the following circumstances:

- (a) A Change in Law that results in documented increases or decreases in the specific cost of providing Services;
- (b) City-requested changes in the scope of Services provided by the Contractor;
- (c) Contractor-requested changes in the scope of Services provided by Contractor; subject to the City's discretionary approval;
- (d) Other special circumstances adjustments that may be requested by Contractor, subject to City's discretionary approval.

The City shall consider such requests and shall not unreasonably deny an adjustment to the Blended Rate under the prescribed circumstances. In the case of the enactment of new or increased Governmental Fees and charges, the City shall approve the request as a pass-through pursuant to sections 5.3.2 and 5.4 above.

5.6 Special Circumstances

In the event of a special circumstances request for an adjustment to the Blended Rate, the Contractor shall document its estimate of the incremental change in costs associated with the special circumstance. The City may reasonably request additional information from the Contractor to evaluate the request. City shall determine whether to allow a special circumstances request for an adjustment to Contractor compensation within 90 days of Contractor's request.

SECTION 6 INDEMNITY & INSURANCE

6.1 Defense and Indemnification

Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the active negligence or willful misconduct of the City. However, if a final judgment or resolution of any Action allocates liability by determining that any portion of liability is attributable to a wrongful or active negligent act, error or omission of the City, the City shall pay those allocated portions of liabilities and of defense costs.

6.1.1 Agreement Defense

Contractor shall defend, at its sole cost and expense, with counsel approved by the City, the City in any Actions that assert or allege liabilities paid, incurred or suffered by, imposed upon or asserted against, the City that result or are claimed to have resulted directly or indirectly by Contractor's negligent performance or non-performance of this Agreement, including the following:

- (a) **Contractor negligence or misconduct:** the wrongful, willful or negligent act, error or omission, or the misconduct of the Contractor;
- (b) **Failure to comply with Applicable Law:** Contractor's failure or alleged failure to comply with Applicable Law or any alleged Violation thereof, including any Actions in connection with its Permits;
- (c) **Breach of representation:** Contractor's breach of any representation, warranty or covenant made in this Agreement; or,
- (d) **Challenges to Agreement:** legal challenge to the authority of the City to enter into this Agreement or to contract out Services, regardless of the legal theory advanced or relied upon by any interested third Party, including any appeals necessary to validate that authority or the Agreement.

City reserves the right to retain, at its sole cost and expense, co-counsel and Contractor shall direct Contractor's counsel to assist and take direction from such co-counsel with respect to City's defense.

6.1.2 Agreement Indemnification

Contractor shall indemnify, release, and hold harmless, at its sole cost and expense, the City from and against all liabilities paid, incurred or suffered by, imposed upon or asserted against, the City that result or are claimed to have resulted directly or indirectly by Contractor's performance or non-performance of this Agreement, including the items listed in preceding Section 6.1.1, whether or not those liabilities are litigated, settled or reduced to judgment and whether or not those liabilities are caused in part by any wrongful or negligent act, error or omission of any Person indemnified under this Agreement. However, if a final judgment or resolution of any Action allocates liability by determining that any portion of liability is attributable to a wrongful or active negligent act, error or omission of the City the City shall pay those allocated portions of liabilities and of defense costs.

6.1.3 Unpermitted Waste Defense and Indemnification

Contractor shall defend, indemnify, and hold harmless at its sole cost and expense with counsel approved by the City, the City in any Actions that assert or allege liabilities paid, incurred or suffered by, imposed upon or asserted against, the City that result or are claimed to have resulted directly or indirectly from the presence, Disposal, escape, migration, leakage, spillage, discharge, release or emission of unpermitted waste or petroleum to, in, on, at, or under the Landfill or Approved Processing Facilities, whether:

- (a) in one or more instance;
- (b) threatened or transpired;
- (c) Contractor is negligent or otherwise culpable; or
- (d) those liabilities are litigated, settled, or reduced to a final judgment.

For purposes of this indemnity, liabilities includes those arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan, regardless of whether undertaken due to government directive or action, such as remediation of surface or ground water contamination and replacement or restoration of natural resources.

The foregoing indemnity is intended to operate as an agreement pursuant to 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify the City from liability in accordance with this Section.

6.1.4 Environmental Indemnity

Contractor shall defend, indemnify, and hold the City harmless against and from any and all claims, suits, losses, penalties, damages, and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, attributable to the negligence or willful misconduct of Contractor in handling unpermitted waste.

6.1.5 HHW Services Indemnity and Insurance

Contractor shall require its HHW services subcontractor to fully indemnify, defend, and hold harmless both the City and Contractor from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with HHW services subcontractor's performance of activities, operations, and final disposal or recycling associated with the Household Hazardous Waste facility, except such loss or damage which was caused by the active negligence or willful misconduct of the City or Contractor. Furthermore, the subcontractor shall maintain certificates of insurance for Professional and Pollution Legal Liability naming both the City and Contractor as an additional insured, to the extent available, in the minimum amounts of three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate. In the event that the HHW services subcontractor is unable to meet the required minimum insurance amounts, then Contractor shall take all reasonable actions to provide an equivalent indemnity of the City in the interim, while the City and Contractor meet and confer to develop an alternative that adequately protects the City.

6.2 Insurance Policies

6.2.1 Types and Amounts

As of the January 1, 2014, Contractor shall secure and maintain, and enter into agreements to cause its Subcontractors, if any, to secure and maintain or provide that Subcontractors are insureds under Contractor's policies, in full force and effect the types and amounts of insurance coverage, together with related specified deductibles and endorsements, listed in Exhibit 6.2.

If any third Person makes a claim against Contractor or any Subcontractors exceeding the amount of any deductibles, self-insured reserves, letters of credit, or bonds guaranteeing payment thereof, Contractor shall promptly Notify the insurer, bond surety or letter of credit provider and City thereof.

6.2.2 Required Provisions

- (a) **Primary.** Policies shall always be primary with respect to the Contractor's Services and the City, the City's employees, the City Council, officers, officials, agents, assigns and volunteers (City Insureds).
- (b) **Additional insureds.** City insureds must be included as additional insureds by endorsement under the Comprehensive General, Automobile Liability, Environmental Impairment Liability Policies and any other pollution policies secured by Contractor. A copy of the endorsement or evidence of blanket or contractual additional insured status must be submitted with the certificate(s) of insurance.
- (c) **Excess, not contributory.** Insurance coverage written specifically for the City must be considered excess and not contributory and any insurance or self-insurance maintained by City insureds is in excess of Contractor's insurance and shall not contribute with it.

- (d) **Separate application.** All insurance must apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) **No special limitations.** Coverage shall contain no special limitations on the scope of protection afforded to City insureds, except in cases of fraud perpetrated by City.
- (f) **Reporting provisions.** Any failure to comply with reporting provisions of policies shall not affect coverage provided to City insureds.
- (g) **Waiver of subrogation.** Insurer, including workers compensation and general liability policy insurers, by endorsement must waive all rights of subrogation against City insureds for losses arising from performance of Services by Contractor, except for the negligence of City.
- (h) **Insurers.** Contractor shall procure insurance from insurers approved by City, an admitted company in California and authorized to do business there, having not less than size category VII and a rating of A or better ("A-VII") by A.M. Best Company, Inc.
- (i) **Endorsements; Notices to City of Cancellation.** Policies must bear endorsements in substantially the form provided in Exhibit 6.2, providing that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or limits, not renewed, or otherwise changed or modified except after prior written notice by e-mail, to City thirty (30) Calendar Days in advance, or if the reason for cancellation is non-payment of premiums, ten (10) Calendar Days in advance.
- (j) **Evidence of Coverage.** As of the January 1, 2014, Contractor shall provide certificates of insurance and original endorsements required under this Agreement, signed by an authorized representative of the insurance company and including the signatory's company affiliation and title.
- (k) **Worker's Compensation.** Contractor shall provide statutory workers' compensation coverage as required by State law.

SECTION 7 DEFAULT BY CONTRACTOR AND TERMINATION

7.1 Contractor Default

Each of the following shall constitute an event of default by Contractor ("Contractor Default"), under this Agreement:

7.1.1 Service Defaults

- (a) **Failure to Perform.** Except for instances of Uncontrollable Circumstances, Contractor's failure to perform any duty or obligation in whole or in part for more than three (3)

consecutive Working Days or more than seven (7) total Working Days in any Calendar Year.

- (b) **Uncured Material Breach.** Contractor fails or refuses to perform any of its material obligations under this Agreement; the City Manager notifies the Contractor in writing that a specific failure or refusal has occurred which shall, unless corrected, in its opinion, give the City a right to terminate this Agreement; and the Contractor does not correct the breach within twenty (20) Calendar Days of receiving the City Manager's Notice thereof. However, if the breach is not capable of cure within twenty (20) Calendar Days, Contractor shall promptly provide the City Manager a Notice explaining why Contractor believes it needs additional time to effectuate a cure, together with a schedule therefore, and shall diligently proceed to cure the breach within that schedule, whereupon City may (a) accept Contractor's schedule of cure, or (b) make a written demand that Contractor cure the default within an alternative reasonable time period set by City.
- (c) **Repeated Breach.** Contractor fails or refuses to perform any of its obligations under this Agreement repeatedly or habitually, as documented in writing, whether or not specific instance of failure or refusal has been previously cured.
- (d) **Criminal Activity.** The occurrence of any Criminal Activity directly related to this Agreement by any supervisor, manager, officer, or director of Contractor, except that Contractor may cure the breach by terminating any and all individuals involved in the Criminal Activity within five (5) Working Days of a notice from the City Manager.
- (e) **Failure to Provide Insurance.** Contractor fails to provide insurance in accordance with Section 6.2, or Guaranty Agreement in accordance with Section 8.15.
- (f) **Transfer, Assignment.** Contractor Assigns this Agreement without City approval required by Section 8.5 of this Agreement.
- (g) **Seizure, Attachment.** Any asset used to provide Services is seized, attached, or levied upon (other than a pre-judgment attachment) so as to substantially impair Contractor's ability to timely and fully perform Services, and which cannot be released, bonded, or otherwise lifted within forty-eight hours (48), excepting weekends and Holidays;
- (h) **Insolvency, Bankruptcy, Liquidation.** Contractor files a voluntary claim for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking of possession by a receiver, liquidator, Assignee (other than as a part of a transfer of assets no longer used to provide Services or backup Services), trustee (other than as security of an obligation under a deed of trust), custodian, sequestration, administrator (or similar official) of Contractor for any part of Contractor's operating assets or any substantial part of Contractor's property, or shall make any general Assignment for the benefit of Contractor's creditors, or shall fail generally to pay Contractor's debts as they become due or shall take any action in furtherance of any of the foregoing. The foregoing notwithstanding, nothing herein shall or is intended to affect the jurisdiction and authority

of any trustee or receiver in connection with bankruptcy proceedings pursuant to the federal Bankruptcy Act or any similar or successor statute.

A court, having jurisdiction, enters a decree or order for relief in respect of the Agreement, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or that court enters a decree or order appointing a receiver, liquidator, Assignee, custodian, trustee, sequestrator, administrator (or similar official) of the Contractor or for any part of the Contractor's operating equipment or assets, or orders the winding up or liquidation of the affairs of the Contractor.

- (i) **False Representations; Breach of Representations or Warranties.** Contractor makes a representation, certification, or warranty in this Agreement or pursuant to this Agreement which Contractor knows, or in the course of diligently conducting business and providing Services should have known, is untrue as of the date thereof. Contractor makes a representation or fails to make a disclosure, whether within this Agreement or otherwise, to the City in connection with, or as a material inducement to, entering into this Agreement or any future amendment to this Agreement, which representation or failed disclosure is false or misleading in any material respect when made.

7.2 Right to Suspend or Terminate Agreement

7.2.1 Termination Events

City may terminate this Agreement in the following events:

- (a) **Contractor Default:** Upon a Default by Contractor, City shall have the right to terminate this Agreement upon ten (10) Working Days' notice if the public health or safety is threatened, as determined by the County Health Officer, or his or her designee. Nothing herein shall or be interpreted to preclude Contractor from challenging any determination of the County Health Officer. If the public health or safety is not immediately threatened, the City may terminate, after a notice and hearing subsequent to thirty (30) days' notice of the decision to terminate. This right of termination is in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement.
- (b) **Failure to Perform Core Obligations:** If after exhausting the remedies available within this Agreement, for whatever reason the Contractor is unable to perform its core obligations under this Agreement for a period of thirty (30) Calendar Days beyond the timeline described in this Agreement.
- (c) **Assignment of Guaranty Agreement Without Consent:** the Guarantor Assigns the Guaranty Agreement without consent required by Section (3) of the Guaranty Agreement despite the City Council action denying City consent, and on or before fifteen (15) Calendar Days thereafter, the Guarantor does not provide City with a substitute Guarantor or alternative financial credit support satisfactory to City.

7.2.2 Notice

Subject to Contractor's right to cure, notice of termination may be effective no sooner than:

- (a) Immediately or upon other period stated by City with respect to Contractor Defaults described in Section 7.1.1;
- (b) Two (2) Working Days after giving Contractor a Notice with respect to a Contractor Default described in Section 7.2.1(b) (Failure to Perform); and,
- (c) Fifteen (15) Working Days after giving Contractor a Notice with respect to all other Contractor Defaults or termination events.

7.2.3 Contractor's Obligations Upon Expiration or Termination

Contractor shall meet its obligations under any Indemnifications including any such obligations and Indemnifications that survive the termination of this Agreement.

7.3 Right to Perform

In the events described in items 7.2.1(a) (Contractor Default) and 7.2.1(c) (Assignment of Guaranty Agreement Without Consent), the City, at its sole discretion, may perform and complete, by contract or otherwise, Services or a portion thereof (other than operating the Approved Processing Facilities and Landfill which are the property of Contractor) and incur all expenses necessary for full and timely provision of Services.

7.4 All Other Available Remedies

If City suspends or terminates this Agreement, it may exercise remedies of damages and any other available remedies at law and in equity (including specific performance) Contractor acknowledges that City's remedy of damages for a breach of this Agreement by Contractor in accordance with this Section may be inadequate for reasons including:

- (a) The urgency of timely, continuous and high-quality waste management Service under this Agreement, including, but not limited to, Disposal of wastes which constitute a threat to public health;
- (b) The City's reliance on Contractor's technical waste management expertise.

Consequently, City is entitled to all available equitable remedies, including injunctive relief. Compensatory damages include amounts equal to any City's reimbursement costs or other money Contractor has previously paid to the City but that are subsequently recovered from the City by a trustee in bankruptcy as preferential payments or otherwise and City's reimbursement costs of re-procuring an agreement for services to replace Services if this Agreement is terminated due to Contractor Default.

7.5 City's Remedies Cumulative

The City's rights to seek dispute resolution in accordance with Section 8.14, suspend or terminate this Agreement in accordance with Section 7.2, to perform under Section 7.3, or to seek other available remedies under Section 7.4, are not mutually exclusive. Exercise of one remedy is not an election of remedies but is cumulative with any other remedies under this Agreement.

7.6 Waiver

The City's waiver of any breach or Contractor Default shall not be deemed to be a waiver of any other breach or Contractor Default including ones with respect to the same obligations under this Agreement; provided however, that nothing herein abrogates applicable statutes of limitations for any claims which were or could have been brought. The City's decision not to demand damages shall not be deemed a waiver of any Contractor breach under this Agreement. The City's subsequent acceptance of any damages or other money paid by Contractor shall not be deemed to be a waiver by the City of any pre-existing or concurrent breach or Contractor Default; provided however, that nothing herein abrogates applicable statutes of limitations for any claims which were or could have been brought.

Contractor acknowledges that it is solely responsible for providing Services and except as provided below in this paragraph, by this Agreement irrevocably and unconditionally waives defenses to the payment and performance of its obligations under this Agreement based upon failure of consideration; contract of adhesion; impossibility or impracticability of performance; commercial frustration of purpose; or the existence, non-existence, occurrence or non-occurrence of any foreseen or unforeseen fact, event, or contingency that may be a basic assumption of Contractor with regard to any provision of this Agreement; provided, however that Contractor does not waive defenses to impossibility or impracticability of performance; commercial frustration of purpose; or the existence, non-existence, occurrence or non-occurrence of any unforeseeable fact, event, or contingency that may arise during the Term of this Agreement. Contractor does not waive any defenses of Uncontrollable Circumstances at any time.

SECTION 8 OTHER AGREEMENTS OF THE PARTIES

8.1 Relationship of Parties

The Parties intend that Contractor shall perform the Services required by this Agreement as an independent Contractor engaged by the City and not as an officer or employee of the City, nor as a partner of or joint venture with the City. No employee or agent of Contractor shall be or shall be deemed to be an employee or agent of the City. Contractor shall have the exclusive control over the manner and means of conducting Services, and all Persons performing those Services, except for prescriptive requirements in this Agreement established by the City or City's right to change the scope of Services. Contractor is solely responsible for the acts and omissions of its officers, employees, subcontractors, and agents. Neither Contractor, nor its officers, employees, subcontractors, or agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits that accrue to the City employees.

8.2 Compliance with Law

Contractor shall perform, and shall cause any contractors or subcontractors to perform, all Services in accordance and compliance with Applicable Law, whether or not referenced specifically in the text of this Agreement and regardless of whether specified Service obligations may be stated less stringently than Applicable Law.

8.3 Governing Law

This Agreement shall be governed by, and construed and enforced in, accordance with the Applicable Laws of the State, without giving effect to the State's principles of conflicts of laws.

8.4 Climate Action Plan Cooperation

Contractor acknowledges that City has adopted a Climate Action Plan. Contractor agrees to provide City with requested technical data within 30 days of the City's request, if reasonably available and non-proprietary, with respect to greenhouse gas (GHG) reductions and Contractor-owned and operated facilities that accept City materials for Processing and Disposal. Contractor agrees to meet and confer with City in good faith to develop City programs to implement as part of City's Climate Action Plan.

8.5 Assignment

8.5.1 Permitted Assignments

Contractor shall have the right to Assign this Agreement to any other company which is owned and controlled by parent company Republic Services, Inc., provided that: (i) such company is qualified to provide the services required under this Agreement (ii) qualified to do business in California, and assumes in writing all of Contractor's obligations under this Agreement prior to, or concurrently with, such Assignment; and, (iii) the corporate parent guaranty remains in full force and effect. Contractor shall not otherwise Assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the City, provided consistent with the requirements of this Section 8.5.2. Any such Assignment made without the written consent of City shall be void and the attempted Assignment shall constitute a breach of this Agreement.

8.5.2 Assignment Defined

For the purpose of this section when used in reference to Contractor, "Assignment" shall include, but not be limited to:

- (a) a sale, exchange or other transfer of substantially all of Contractor's assets dedicated to Service under this Agreement to a third Party;
- (b) a sale, change or other transfer of outstanding common stock of Contractor to a third Party provided said sale, exchange or transfer results in a change of control of Contractor;
- (c) any dissolution, organization, consolidation, merger, re-capitalization, stock issuance or reissuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction that results in a change of ownership or control of Contractor;
- (d) any Assignment by operation of law, including insolvency or bankruptcy, making Assignment for the benefit of creditors, writ of attachment for an execution being levied against this agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and,
- (e) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.

8.5.3 Contractor Request for Assignment

If Contractor requests the City's consideration of and consent to an Assignment, City may reasonably deny or approve such requests. Upon approval of an Assignment, Contractor shall

pay City its reasonable expenses for attorney's fees and investigation costs up to a maximum of \$50,000 including City staff time necessary to investigate the suitability of any proposed Assignee, and to review and finalize any documentation required as a condition for approving any such Assignment. City shall have furnished Contractor with an estimate of anticipated time required and charges to be incurred, including without limitation applicable hourly rates for any services proposed to be utilized by City. Contractor shall furnish City with audited financial statements of the proposed Assignee's operations, if available, for the immediately preceding three (3) operating years. Contractor shall furnish City with satisfactory proof:

- (a) that the proposed Assignee has at least five (5) years of Solid Waste management experience on a scale equal to or exceeding the sale of operations conducted by Contractor under this Agreement;
- (b) that in the last five (5) years, the proposed Assignee has not suffered any significant citations or other censure from any federal, State, or local agency having jurisdiction over its Solid Waste management operations due to any significant failure to comply with State, federal, or local environmental laws and that the Assignee has provided City with a complete list of such citations and censures;
- (c) that the proposed Assignee has at all times conducted its operations in an environmentally safe manner;
- (d) that the proposed Assignee conducts its Solid Waste management practices in accordance with industry management practices in full compliance with all federal, State, and local laws regulating the collection and Disposal of Solid Waste including Hazardous Materials; and,
- (e) of any other information reasonably required by City to ensure the proposed Assignee can fulfill the terms of this Agreement in a timely, safe, and effective manner.

8.6 Binding on Successors

The provisions of this Agreement shall inure to the benefit of and be binding on the successors and permitted Assigns of the Parties.

8.7 Parties in Interest

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights on any Persons other than the Parties to it and their representatives, successors and permitted Assigns.

8.8 Services Performed At Contractor's Sole Expense

Contractor shall perform Services solely for the compensation expressly provided for herein.

8.9 Notices and Communication

Parties must present and express all reports, demands, requests, directions, selections, option exercises, orders, requests, proposals, reviews, comments, acknowledgments, approvals, consents, waivers, certifications and other communications made to each other under this Agreement in writing. Parties must provide notices at the address provided in this Section below, in any of the following manners:

- (a) Personal delivery to a representative of the Parties, with signed receipt,
- (b) Deposit in the United States mail, first class postage prepaid (certified mail, return receipt requested); or

(c) Deposit with a commercial delivery service providing delivery verification.

If to City: City of El Cerrito
Attn: City Manager
10890 San Pablo Avenue
El Cerrito, CA 94530

With Copy to: City of El Cerrito
Attn: City Attorney
10890 San Pablo Avenue
El Cerrito, CA 94530

If to Contractor: Area President
Republic Services, Inc.
3260 Blume Drive, 2nd Floor
Richmond, CA 94806

With a copy to: Timothy Benter
Vice President & Deputy General Counsel
Republic Services, Inc.
18500 North Allied Way
Phoenix, AZ 85054

With an additional copy to: Scott W. Gordon
Law Offices of Scott W. Gordon, APC
1990 North Calif. Blvd., Suite 620
Walnut Creek, CA 94596

Parties may change their address upon written Notice to the other Party.

8.10 Duty of Contractor Not To Discriminate

In the performance of all work and Services under this Agreement, Contractor shall not discriminate against any Person on the basis of that Person's race, color, religion, national origin, ancestry, age, physical handicap, medical condition, religion, marital status, sex or sexual orientation, and gender identification. Contractor shall comply with all Applicable Law regarding nondiscrimination, including those prohibiting discrimination in employment.

8.11 Uncontrollable Circumstances

The Party experiencing an Uncontrollable Circumstance and relying thereon shall promptly give Notice thereof to the other Party, including describing performance under this Agreement for which it seeks to be excused; the expected duration of the Uncontrollable Circumstance; the extent Services may be curtailed; any requests or suggestions to mitigate the adverse effects of the Uncontrollable Circumstance; or any consequent adjustment of Rates.

Neither Party is deemed in breach or default of its duties, obligations (other than a payment obligation at the time due and owing), responsibilities or commitments under this Agreement to

the extent that the breach or default is due to an Uncontrollable Circumstance, provided the Party exerted reasonable business efforts to prevent the occurrence and mitigate the effects of the Uncontrollable Circumstance.

Notwithstanding that Contractor's failure to timely and fully provide Services due to Uncontrollable Circumstances does not constitute a Contractor Default, following the continuance of the failure for ninety six (96) hours, City may at its sole discretion temporarily secure alternative services limited to the duration of the Uncontrollable Circumstance. Following the continuance of that failure for thirty (30) Calendar Days, the City and Contractor shall meet and confer in good faith to determine alternative means to provide services.

8.12 Maintenance of Records

Contractor shall maintain Records at each of the Approved Processing Facilities and Landfill or elsewhere at the Contractor's offices located within Contra Costa County. Contractor shall retain all Records required to be maintained by this Agreement at least throughout the term.

Contractor shall retrieve Records specifically directed to be retained in accordance with this Agreement and make them available to the City within fifteen (15) Calendar Days of the City Manager's written request.

8.13 Compilation of Information for State Law Purposes

Contractor shall compile information on amounts of Solid Waste delivered to the Landfill and Organic Materials, Recyclable Materials, Dry Materials, and C&D delivered to Approved Processing Facilities and the Landfill and other information, which the City may reasonably request, in order to meet its obligations under the Act.

8.14 Dispute Resolution

8.14.1 Informal Resolution

Should a dispute arise with respect to the performance and obligations of the Parties hereunder, at any time during the term of this Agreement, the provisions of Section 8.14 shall apply. Either Party shall give the other written notice of such dispute. Such notice shall specify a date and location for the Parties to meet and confer in good faith to resolve any dispute that may arise in a cooperative and mutually satisfactory manner. The Parties shall attempt to resolve their disputes informally to the maximum extent possible.

8.14.2 Mediation

In the event the Parties cannot resolve such dispute within thirty (30) Days of such notice, either Party may propose the appointment of a mediator for advice and non-binding mediation, and the other Party shall attend such mediation. If the mediator is unable, within thirty (30) Days thereafter, to reach a determination as to the matter in dispute in a manner acceptable to the Parties hereto, then either Party may refer the matter to a Court of competent jurisdiction.

8.14.3 Judicial Actions

In the event the Parties cannot resolve such dispute after first meeting informally and then mediating the dispute, either Party may file an action in a Court of competent jurisdiction to resolve the dispute.

8.15 Guaranty of Contractor's Performance

The Guarantor has agreed to guaranty Contractor's performance of this Agreement including Contractor's indemnification obligations hereunder pursuant to a Guaranty Agreement in substantially the form attached as Exhibit 8.15. The Guaranty Agreement is being provided concurrently with Contractor's execution of this Agreement.

8.16 Exercise of Discretionary Actions

Parties shall exercise any approval, disapproval, consent, option, discretion, election, opinion, judgment, or choice under this Agreement, make a requirement under this Agreement or interpret this Agreement ("Discretionary Action") reasonably and in writing. Parties shall exercise their Agreement rights and remedies in good faith in accordance with Applicable Law.

8.17 Jurisdiction, Venue

To the extent permitted by Applicable Law and subject to choice of venue laws, venue is appropriate in courts sitting in Contra Costa County, California. For cases adjudicated in Federal Court, the appropriate venue is the United States District Court for the Northern District of California.

The site of any other hearing or action, whether mediation, arbitration, or non-judicial, of whatever nature or kind regarding this Agreement, shall be conducted in the County of Contra Costa, California, or as otherwise mutually agreed upon by the Parties.

8.18 Costs and Expenses

Each Party, regardless of the decision of the court, shall pay their own expenses incurred in the process of adjudication.

SECTION 9 REPRESENTATION AND WARRANTIES OF CONTRACTOR

9.1 Status

Contractor is a corporation duly organized, validly existing and in good standing under the laws of California and is qualified to do business in the State.

9.2 Authority and Authorization

The Contractor has full legal right, power and authority to execute and deliver this Agreement and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding obligation of the Contractor enforceable against the Contractor in accordance with its terms.

9.3 No Conflicts

Neither the execution or delivery by the Contractor of this Agreement, the performance by the Contractor of its Service obligations, nor the fulfillment by the Contractor of the terms and conditions of this Agreement: (a) conflicts with, violates or results in a breach of any Applicable

Law; or (b) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority.

9.4 No Approvals Required

No approval, authorization, license, permit, order or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, board, agency or instrumentality is required for the valid execution and delivery of this Agreement by the Contractor, except those as have been duly obtained from its Board of Directors.

9.5 No Litigation

As of the January 1, 2014, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of the Contractor's knowledge, threatened, against the Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by the Contractor of its obligations under this Agreement or in connection with the transactions contemplated by this Agreement, or which, in any way, would adversely affect the validity or enforce ability of this Agreement or any other agreement or instrument entered into by the Contractor in connection with the transactions contemplated by this Agreement.

9.6. Due Diligence

Contractor has made an independent investigation, examination and research satisfactory to it of the conditions and circumstances surrounding the Agreement and best and proper method of providing Services (including Service types) and labor, equipment and materials for the volume of Services to be provided.

9.7 Compliance with Applicable Law

Contractor further represents and warrants that it has fully complied with all Applicable Law, including without limitation law relating to conflicts of interest, in the course of procuring this Agreement.

9.8 Ability to Perform

Contractor warrants that it possesses the business, professional and technical capabilities to provide Services; has secured and maintains in full force and effect Permits; and possesses the equipment, facility and employee resources required to fully and timely perform Services.

9.9 Capacity

Contractor warrants that as of the January 1, 2014 it has capacity at the Landfill and the Approved Processing Facilities to perform the services required under this Agreement throughout the Term and that it shall maintain that capacity through the Term.

SECTION 10 MISCELLANEOUS PROVISIONS

10.1 Exhibits

If any provisions contained in the text of Articles 1 through 10 are inconsistent or conflict with any Exhibits to this Agreement, then the provisions of the text shall govern.

10.2 Section Headings

Any captions or headings following the Exhibit, Section, subsection, paragraph and Article numbers and preceding the operative text of this Agreement is for convenience of reference only and do not control or affect the scope, intent, meaning, construction, interpretation, or effect of this Agreement.

10.3 Interpretation and Drafting

This Agreement must be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting. The Parties have negotiated this Agreement at arm's length and with advice of their respective attorneys, and no provision herein is to be construed against either Party as the drafter.

10.4 Amendment

The Parties may change, modify, supplement, or amend this Agreement only upon a prior written agreement duly authorized and executed by both Parties.

10.5 Court Determinations and Rulings

If any clause, sentence, provision, subsection, Section, or Article of this Agreement or Exhibit to this Agreement (an Agreement Provision) is ruled unconstitutional, illegal, invalid, non-binding, or unenforceable by any court of competent jurisdiction, then the Parties shall:

- (a) Promptly meet and confer in good faith to identify, if possible, a substitute for those Agreement Provisions and any related amendments, deletions, or additions to other provisions of this Agreement, which together effect the Parties' original intent to the greatest extent allowable under Applicable Law; and
- (b) If necessary or desirable to accomplish preceding item (a), City and Contractor may jointly apply to the court that made that ruling for a judicial construction of the substituted Agreement Provision and any amendments, deletions, or additions to this Agreement. Each Party shall bear their respective costs of so doing.

10.6 Intentionally Left Blank

10.7 Authority

City warrants that the officers listed below have been duly authorized by the City Council to execute this Agreement on behalf of the City. Contractor warrants that the individuals listed below have been duly authorized by the Contractor to execute this Agreement on behalf of the Contractor.

10.8 Counterparts

This Agreement may be executed in any number of counterparts, some of which may not bear the signatures of all Parties to this Agreement. Each counterpart, when so executed and delivered, is deemed to be an original and all counterparts, taken together, shall constitute one and the same instrument; *provided, however*, that in pleading or proving this Agreement, it shall not be necessary to produce more than one (1) copy (or sets of copies) bearing the signature of the Contractor or City.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the latter of the date written below.

City of El Cerrito:

Contractor:

By: _____
City Manager, City of El Cerrito Date

By: _____
Area President Date

Approved as to Form:

Approved as to Form:

City Attorney Date

Contractor Legal Counsel Date

Attest:

City Clerk Date

EXHIBIT 1 DEFINITIONS

“Act” means the California Integrated Waste Management Act of 1989 set forth in PRC Section 40000, *et seq.*

“Actions” means all actions including claims, demands, causes of action, suits, mediation, arbitration, hearings, investigations, inquiries and proceedings, whether legal, judicial, quasi-judicial, governmental or administrative in nature and whether threatened, brought, instituted or settled.

“Affiliate” means all businesses (including corporations, limited and general partnerships, and sole proprietorships) which are directly or indirectly related to Contractor by virtue of direct or indirect ownership interests or common management shall be deemed to be “Affiliated with” Contractor and included within the term “Affiliates” as used herein. An Affiliate shall include a business in which Contractor owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Contractor and/or a business which is also owned, controlled, or managed by any business or individual which has a direct or indirect ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, the (i) “ten percent (10%)” shall be substituted for “fifty percent (50%)” in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the Ownership interest represents, whichever is greater.

“Agreement” means this Agreement between the City and Contractor, including all exhibits, schedules and attachments, which are incorporated in this Agreement by reference, as this Agreement may be amended and supplemented.

“Applicable Law” means all laws, statutes, rules, regulations, guidelines, Permit conditions, Permits, Actions, determinations, orders, approvals or requirements of the United States, State, regional or local government authorities, agencies, boards, commissions, courts or other bodies having applicable jurisdiction, that from time to time apply to or govern Services or the performance of the Parties' respective obligations under this Agreement.

“Approved Construction and Demolition Processing Facility” means the West Contra Costa Sanitary Landfill Construction and Demolition Materials Processing Facility located at the foot of Parr Blvd. in Richmond, California

“Approved Dry Materials Processing Facility” means the Newby Island Resource Recovery Park located at 1601 Dixon Landing Road in Milpitas California or West County Resource Recovery (IRRF) located at 101 Pittsburg Ave in Richmond California.

“Approved Organic Materials Processing Facility” means the West Contra Costa Sanitary Landfill Organic Materials Processing Facility located at 1 Parr Blvd, Richmond, California.

“Approved Processing Facility(ies)” means the Approved Organic Materials Processing Facility, Approved Construction and Demolition Materials Processing Facility, Approved Transfer Station, and/or the Approved Recyclable Materials Processing Facility.

“Approved Recyclable Materials Processing Facility” means West County Resource Recovery Facility located at 101 Pittsburg Ave, Richmond, California or the Newby Island Resource Recovery Park located at 1601 Dixon Landing Road in Milpitas, CA.

“Approved Transfer Station” means the Golden Bear Transfer Station owned by the Contractor and located 1 Parr Blvd, in Richmond California.

“Assign or Assignment” means:

- (a) selling, exchanging or otherwise transferring effective control of management of the Contractor (through sale, exchange or other transfer of outstanding stock or otherwise);
- (b) issuing new stock or selling, exchanging or otherwise transferring 20% or more of the then outstanding common stock of the Contractor;
- (c) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor;
- (d) any Assignment by operation of law, including insolvency or bankruptcy, making Assignment for the benefit of creditors, writ of attachment of an execution, being levied against Contractor, appointment of a receiver taking possession of any of Contractor’s tangible or intangible property;
- (e) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any that transfer or change of Ownership or control of Contractor.

“Authority” means the West Contra Costa Integrated Waste Management Authority, its Board of Directors, staff, and/or agents.

“Calendar Year” means a successive period of twelve (12) months commencing on January 1 and ending on December 31.

“CCR” means California Code of Regulations.

“Change in Law” means any of the following events or conditions which has a material effect on the performance by the Parties of their respective obligations under this Agreement (except for payment obligations):

- (a) The enactment, adoption, amendment, promulgation, issuance, modification, or written change in administrative or judicial interpretation of Applicable Law, on or after the January 1, 2014; or
- (b) A change in judicial or administrative interpretation of Applicable Law occurring on or after the January 1, 2014 in any published opinion, rule, finding, decision or order of any

governmental body affecting the Contractor's obligations herein, including without limitation any order or judgment of any federal, State or local court, administrative agency or governmental body; or

- (c) The imposition of any new or different material conditions in connection with the issuance, renewal, update or modification of any Permit; and/or the failure of a governmental authority or agency to issue or renew, or delay in the issuance or renewal of, or the suspension, interruption or termination of, any Permit after the date of this Agreement.

“Collection Franchise Agreement” refers to the franchise agreement(s) between the City and its Franchised Collector.

“Compost(ed)(ing)” means a controlled biological decomposition of organic materials that are separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

“Compostable Food Ware” means a subset of Organic Material. Compostable Food Ware is a product capable of being Composted and labeled in accordance with California law, or is consistent with the timeline and specifications of ASTM D6400 and D6868, without regard to material type. The Parties' intention is to maximize Composting of such materials; as new commodities become available, and as long as materials are composted in a commercially feasible and reasonable manner, they will be considered to be Organic Material.

“Compost Product” means the product resulting from composting, the controlled biological decomposition of organic materials, that are source separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

“Construction and Demolition (C&D) Materials” includes but is not limited used or discarded materials generated from construction, remodeling, repair, deconstruction, demolition, and renovation activities performed on any pavement, dwelling, commercial building or other structure. Such materials include, but are not limited to: dirt, sand, rock, concrete, gravel, bricks, plaster, gypsum wallboard, ferrous and non-ferrous scrap, glass, asphalt material, roofing material, cardboard, carpeting, cinder blocks, electrical wire, fiberglass, fixtures, granite, marble, pressboard, porcelain, stucco, ceramic tile, wood, masonry, remnants of new materials (including paper, plastic, carpet scraps, wood scraps, and scrap metal) and plant debris resulting from land clearing and landscaping activities related to construction, remodeling, repair, deconstruction, demolition and renovation activities. Some materials may be required to be profiled and tested for contamination prior to being accepted or processed (example would include chemical or asbestos contamination).

“Criminal Activity” means, but is not limited to:

- (a) any criminal offense in connection with obtaining, attempting to obtain, procuring or performing a public or private agreement related to Solid Waste, Organic Materials, or Recyclable Materials Services of any kind (including collection, hauling, Transfer, Processing, Composting, or Disposal), including this Agreement; or
- (b) bribery or attempting to bribe a public officer or employee of a local, State, or federal agency; or

- (c) fraud, embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of Records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony; or
- (d) unlawful Disposal of Hazardous or Designated Waste; or
- (e) violation of antitrust laws, including laws relating to price-fixing, bid-rigging and sales and market allocation, and of unfair and anti-competitive trade practice laws, including with respect to inflation of waste collection, hauling or Disposal fees.

“Day” means calendar day.

“Disposal or Dispose (or other variation thereof)” means the final Disposition of Solid Waste in accordance with this Agreement at the Landfill.

“Diversion or Divert” means to Divert from landfill Disposal or transformation through source reduction, reuse, Recycling, Composting, or other means within the meaning of the Public Resources Code Section 41780 for all Tons directed to Contractor’s Approved Facilities.

“Dry Material” means discarded material which is placed for Collection by the Generator as Solid Waste, but is collected separately from other Generator’s Solid Waste by a Franchised Collector for the purpose of Diversion. This material is generally characterized as having a large amount of Recoverable paper, cardboard, and plastic and having ten percent (10%) or less by weight of Organic Materials.

“Food Scraps” are a subset of Organic Materials, means materials that shall decompose and/or putrefy including:

- (a) all kitchen and table food waste;
- (b) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs;
- (c) discarded paper that is contaminated with Food Scraps;
- (d) fruit waste, grain waste, dairy waste, meat, and fish waste; and
- (e) non-Recyclable paper or contaminated paper, including waxed paper and waxed cardboard.

“Franchised Collector” means the company given the exclusive or limited right to Collect Solid Waste, Organic Materials, and/or Recyclable Materials within the physical jurisdiction of the City. As of the execution of this agreement, that company is East Bay Sanitary Company.

“Generator” means any Person whose act or process produces Solid Waste or unpermitted waste or other material that becomes part of the overall waste stream.

“Government Fees” are fees or taxes imposed on a Solid Waste facility by a government agency or entity without regard to the specific site characteristics or operational history of those facilities.

“Hazardous Materials or Hazardous Waste” are materials that by reason of their quality, concentration, composition or physical, chemical or infectious characteristics may cause or

significantly contribute to an increase in mortality or an increase in serious illness or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, Transported or Disposed of or otherwise mismanaged; or any waste which is defined and/or regulated as a Hazardous Waste, toxic waste, hazardous chemical substance or mixture, or asbestos under Applicable Law, and:

- (a) "Hazardous Waste" pursuant to Section 40141 of the California Public Resources Code; regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code; all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by Sections 25110.02, 25115, and 25117 of the California Health and Safety Code (the California Hazardous Waste Control Act), California Health and Safety Code Section 25100 *et seq.*, including 23 CCR Sections 2521 and 2522;
- (b) materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*, as amended (including amendments thereto made by the Solid Waste Disposal Act Amendments of 1980);
- (c) materials regulated under the Toxic Substance Control Act, 15 U.S.C. Section 2601 *et seq.*, as amended, and related federal, State and local laws and regulations, including the California Toxic Substances Account Act, California Health and Safety Code Section 25300 *et seq.*;
- (d) materials regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*;
- (e) materials regulated under any future additional or substitute federal, State or local laws and regulations pertaining to the identification, Transportation, treatment, storage or Disposal of toxic substances or Hazardous Waste; and
- (f) any substance the presence of which at the Landfill is prohibited by Applicable Law.

If two (2) or more governmental agencies having concurrent or overlapping jurisdiction over Hazardous Waste adopt conflicting definitions of "Hazardous Waste", for purposes of collection, Transportation, Processing and/or Disposal, the broader, more restrictive definition is employed for purposes of this Agreement.

“Holidays” are defined as New Year’s Day, Martin Luther King Holiday, President’s Holiday, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day.

“Household Hazardous Waste or HHW” means any Hazardous Waste generated incidental to owning or maintaining a place of residence, excluding any Hazardous Waste generated in the course of operation of a business concern at a residence, in accordance with Section 25218.1 of the California Health and Safety Code.

“Landfill” means Keller Canyon Landfill, which is owned and operated by Contractor and located in Contra Costa County at 901 Bailey Road, near Pittsburg, CA.

“Organic Materials” means those Yard Trimmings, Food Scraps, and Compostable Food Ware which are accepted and approved by the Approved Organic Materials Processing Facility.

“Party or Parties” refers to the City and Contractor, individually or together.

“Permits” means applicable federal, State, Authority, other local or regional governmental agency Permits, orders, licenses, approvals, authorizations, consents and entitlements that are required under Applicable Law in order to perform the Services, as renewed or amended from time to time.

“Person(s)” includes an individual, firm, association, organization, partnership, corporation, trust, joint venture, the United States, the State, local governments and municipalities and special purpose districts and other entities.

“Process(ed)(ing)” means to prepare, treat, or convert through some method.

“PRC” means the California Public Resources Code.

“RCRA” means the Resource Conservation and Recovery Act (42 U.S.C. Section 6900 *et. seq.*).

“Records” means books of account, invoices, canceled checks, correspondence and other Records or documents evidencing satisfaction of Contractor’s performance of the obligations under this Agreement.

“Recovered Material” means Recyclable Materials, Organic Materials, C&D materials, and Dry Materials that are recovered for Diversion during Processing.

“Recycle(ing)” means the process of sorting, cleansing, treating and reconstituting materials that would otherwise be Disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused or reconstituted products.

“Recyclable Materials” means materials that are reused, remanufactured, or Processed.

“Services” mean all obligations of Contractor under and in accordance with this Agreement to City.

“Solid Waste” or “MSW” means and includes all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, ashes, industrial wastes, demolition and construction wastes, manure, vegetable or animal solid and semiSolid Wastes, and other discarded solid and semiSolid Wastes, as defined in California Public Resources Code §40191 as that section may be amended from time to time.

“State” means the State of California.

“Subcontractors” includes any Person that provides goods or Services to Contractor, whether pursuant to formal, written agreement or merely in fact; subcontract means any arrangement, formal or informal, written or otherwise, between Contractor and a subcontractor for providing

goods or Services. In no case shall the Contractor's use of a subcontractor confer upon that subcontractor any third Party beneficiary rights under this Agreement.

“Ton(nage)” means a short Ton of two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

“Transfer Vehicle” means a tractor and trailer designed to haul Solid Waste.

“Uncontrollable Circumstance(s)” means any act, event or condition, whether affecting (i) Services or (ii) either Party, that is beyond the reasonable control of the Party relying thereon and not the result of willful or negligent action or inaction of that Party (other than the contesting in good faith or the failure in good faith to contest that action or inaction), which materially and adversely affects the ability of either Party to perform any obligation under this Agreement, comprised of:

- (a) An act of nature, landslide, lightning, earthquake, fire, tsunami, flood, or other natural disaster (excluding reasonably anticipated weather conditions within the jurisdictional Service area of the City), explosion, sabotage, terrorism, , war, blockade or insurrection, riot, civil disturbance, or other similar catastrophic events;
- (b) The failure of any appropriate federal, State or local public agency or private utility having operational jurisdiction in the area in which the Landfill or Approved Processing Facility is located to provide and maintain utilities, services, water, sewer or power transmission lines thereto;
- (c) Strikes, work stoppages or other labor disputes or disturbances directly affecting (a) Contractor or any Affiliates performing Services, (b) Persons other than Contractor, or (c) Contractor's or Affiliates' inability to hire adequate numbers of personnel who are competent and skilled in the work to which they are assigned, for the first 96 hours of such strike or labor dispute or disturbance.

“Violation” means any notice, assessment or determination of non-compliance with Applicable Law from any regulatory agency to Contractor, after the exhaustion of all appeals and judicial processes, if applicable, whether or not a fine or penalty is included, assess, levied or attached.

“Working Days or Work Day (or other variations thereof)” means each day of the week excepting Saturdays, Sundays, and Holidays.

“Yard Trimmings” means materials that shall decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of organic waste. Yard Trimmings are a subset of Organic Materials.

**EXHIBIT 5.2.2 GOVERNMENT FEES AS OF DATE OF
EXECUTION OF AGREEMENT**

Fee Description	Fee Amount (per Ton)	Stipulated Basis (Tons)	Annual Fee Amount	Material Type
Local Enforcement Agency – Golden Bear Transfer Station & West Contra Costa Sanitary Landfill	\$1.75	6,502	\$11,378.50	MSW
City of Richmond Franchise Fee	\$1.50	6,502	\$9,753.00	MSW
Host Mitigation Fees (IRRF)	\$3.47	500	\$1,735.00	Dry Waste
Host Mitigation Fees (APPROVED TRANSFER FACILITY)	\$3.47	6,502	\$22,561.94	MSW
West Contra Costa Sanitary Landfill Recycling Fee – paid on all Recyclable Materials	\$0.93	4,400	\$4,092.00	Organics and C&D
Contra Costa County Solid Waste Fee (AB 939 at KCLF)	\$0.15	6,502	\$975.30	MSW Disposal
AB 1220 Integrated Waste Management Fee at KCLF	\$1.40	6,502	\$9,102.80	MSW Disposal
Contra Costa Bailey Road Surcharge (KCLF)	\$0.68	6,502	\$4,421.36	MSW Disposal
Bailey Road Charge (KCLF)	\$0.32	6,502	\$2,080.64	MSW Disposal
Contra Costa County Landfill Surcharge (KCLF)	25% of Gate Rate, net of taxes/fees	6,502 Tons \$34.50 minus per Ton fees X 0.25 / 1.25	\$41,547.78	Calculated

EXHIBIT 6.2 INSURANCE

1. General Liability Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). \$10,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

The Commercial General Liability Business policy must contain endorsements in substantially the following form:

- (a) "Thirty (30) Calendar Days prior written notice shall be given to the City in the event of policy cancellation. Such Notice shall be sent via e-mail to gschultz@ci.el-cerrito.ca.us and via mail to:

City of El Cerrito
Operations + Environmental Services Manager
10890 San Pablo Avenue, El Cerrito, CA 94530

- (b) "The City, its officers, employees, and agents are additional insureds on this policy." The City requires form CG2010 0704.
- (c) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the City, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."
- (d) "Inclusion of the City as an additional insured shall not affect the City's rights as respects any claim, demand, suit or judgment brought or recovered against the Contractor. This policy shall protect Contractor and the City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the Contractor's liability as set forth in the policy beyond the amount shown or to which the Contractor would have been liable if only one (1) Party had been named as an insured."

2. Automobile Liability Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto" and endorsement CA 458 002 0611 (occurrence form). \$10,000,000 combined single limit per accident for bodily injury and property damage. The Automobile Liability policy must contain the same endorsements as required for Comprehensive General Liability and MCS 90 endorsement.

3. Workers' Compensation and Employers Liability Insurance. Workers' compensation limits as required by State Labor Code Section 3700. The Workers' Compensation policy must contain a broad form waiver of subrogation: endorsement. The insurer must waive all rights of subrogation against the City, its officers, employees and volunteers for losses arising from work performed by the Contractor for the City, except for the willful misconduct or sole negligence of the City.

4. Pollution Legal Liability in the amount of ten million dollars (\$10,000,000) covering liability arising from the release of pollution at the Landfill. The Pollution Legal Liability policy must contain the same endorsements as required for Comprehensive General Liability.

EXHIBIT 8.15 PARENT GUARANTY AGREEMENT

This Guaranty, made as of the date written below by Republic Services, Inc. (Guarantor), to and for the benefit of the City of El Cerrito (City), a municipal corporation of the State of California (State).

WITNESSETH

WHEREAS, the Contractor and the City have negotiated the Agreement for Solid Waste, and Organic Materials Transport, Processing, and Disposal Services dated as of the later of the date of execution thereof by the City or the Contractor, as may be supplemented and amended from time to time in accordance with the terms thereof (Agreement), which Agreement is incorporated in this Agreement by reference and by this Agreement made part of this Agreement;

WHEREAS, it is in the interest of Guarantor that the Contractor enter into the Agreement with the City;

WHEREAS, the City is willing to enter into the Agreement only upon the condition that the Guarantor execute this Guaranty;

WHEREAS, in the event Contractor fails to timely and fully perform its obligations, including the payment of moneys, pursuant to the Agreement, Guarantor is willing to Guaranty, Contractor's timely and full performance thereof; and

WHEREAS, it is a condition precedent to the City's obligations under the Agreement that the Guarantor provide this Guaranty.

NOW, THEREFORE, as an inducement to the City to enter into the Agreement, the Guarantor agrees as follows:

Capitalized terms used in this Agreement and not otherwise defined in this Agreement, shall have the meaning assigned to them in the Agreement.

(1) Guaranty of Contractor's Performance Under Agreement. Guarantor by this Guaranty directly, unconditionally, irrevocably, and absolutely guaranties the timely and full performance of Contractor's obligations under the Agreement in accordance with the terms and conditions contained therein or to cause that timely and full performance. Within thirty (30) Calendar Days written request therefore by the City, Guarantor shall honor the Guaranty. Notwithstanding the unconditional nature of the Guarantor's payment obligations set forth in this Agreement, the Guarantor may assert the defenses provided in the paragraph entitled Defenses under Section 8 of this Guaranty, against claims made under this Guaranty.

(2) Governing law; consent to jurisdiction; service of Process. This Guaranty is governed by the laws of the State of California. The Guarantor by this Guaranty agrees to the service of Process in the State for any claim or controversy arising out of this Guaranty or relating to any breach. The Guarantor by this Guaranty agrees that the Superior Court of Contra Costa County,

and to the extent permitted by law, the United States District Court for the Northern District of California, shall have the exclusive jurisdiction of all suits, Actions, and other proceedings involving itself and to which the City may be Party for the adjudication of any claim or controversy arising out of this Guaranty or relating to any breach of this Guaranty, waives any objections that it might otherwise have to the venue of any Court for the trial of any suit, action, or proceeding, and consents to the service of process in any suit, action, or proceeding by prepaid registered mail, return receipt requested.

(3) Enforceability; no Assignment. This Guaranty is binding upon and enforceable against Guarantor, its successors, Assignees, and lawful representatives. It is for the benefit of the City, its successors and Assignees. The Guarantor may not Assign or delegate the performance of this Guaranty without the prior written consent of the City. Any Assignment made without the consent of City is voidable by the City. Together with its request for City consent, Guarantor shall pay City ten thousand dollars (\$10,000) to pay City its reasonable expenses for private attorneys' fees and investigation costs ("Assignment expenses") necessary to investigate the suitability of any proposed Assignee, and to review and finalize any documentation required as a condition for approving any Assignment. City shall reimburse Guarantor the excess, if any, over those Assignment expenses it incurs. Contrariwise, Guarantor shall pay City the excess Assignment expenses, if any, over ten thousand dollars (\$10,000) City reasonably incurs within thirty (30) Calendar Days of City's request thereof.

For purposes of this Guaranty "Assign" and "Assignment" means:

- (a) selling, exchanging or otherwise transferring effective control of management of the Guarantor (through sale, exchange or other transfer of outstanding stock or otherwise);
- (b) issuing new stock or selling, exchanging or otherwise transferring twenty percent (20%) or more of the then outstanding common stock of the Guarantor which results in a change of control of Guarantor;
- (c) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of Ownership or control of Guarantor;
- (d) any Assignment by operation of law, including insolvency or bankruptcy, making Assignment for the benefit of creditors, writ of attachment of an execution, being levied against Guarantor, appointment of a receiver taking possession of any of Guarantor's tangible or intangible property; and
- (e) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any transfer or change of Ownership or control of Guarantor.

For purposes of determining Ownership, the constructive Ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date here, shall apply, provided that (1) ten percent (10%) is substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (2) Section 318(a)(5)(C) is disregarded. For purposes of determining Ownership under this paragraph and constructive or indirect Ownership under Section 318(a), Ownership interest of less than twenty percent (20%) is disregarded and percentage interests is determined on the basis of the percentage of voting interest or value which the Ownership interest represents, whichever is greater.

(4) Guaranty absolute and unconditional. The undertakings of Guarantor set forth in this Agreement are absolute and unconditional, and the City is entitled to enforce any or all of those undertakings against Guarantor without being first required to enforce any remedies or to seek to compel the Contractor to perform its obligations under the agreement or to seek, or obtain recourse against any other Party or Parties, including but not limited to the Contractor or any Assignee of the Contractor, who are, or may be, liable therefore, in whole or in part, irrespective of any cause or state of facts whatever. Without limiting the generality of the foregoing, the Guarantor expressly agrees that its obligations under this Guaranty shall not be affected, limited, modified or impaired by any state of facts or the happening from time to time of an event, other than the payment of monetary obligations by the Contractor to City under the Agreement in accordance with the terms of the Agreement, including, without limitation, any of the following, each of which is by this Guaranty expressly waived as a defense to its liability under this Guaranty, except to the extent those defenses would be available to the Contractor and release, discharge or otherwise offset Contractor's obligations under the Agreement:

- (a) the invalidity, irregularity, illegality or unenforceability, of any defect in or objections to the Agreement;
- (b) any modification or amendment or compromise of or waiver of compliance with or consent to variation from any of the provisions of the Agreement by the Contractor;
- (c) any release of any collateral or lien thereof, including, without limitation, any performance bond;
- (d) any defense based upon the election of any remedies against the Guarantor of the Contractor, or both, including without limitation, any consequential loss by the Guarantor of its right to recover any deficiency, by way of subrogation or otherwise, from the Contractor or any other Person or entity;
- (e) the recovery of any judgment against the Contractor to enforce any of that collateral or performance bond;
- (f) the City or its Assignees taking or omitting to take any of the actions which it or any of that Assignee is required to take under the Agreement; any failure, omission or delay on the part of the City or its Assignees to enforce, assert or exercise any right, power or remedy conferred on it or its Assignees by the Agreement, except to the extent that failure, omission or delay gives rise to an applicable statute of limitations defense by the Contractor with respect to a specific obligation;
- (g) the default or failure of the Guarantor to fully perform any of its obligations set forth in this Guaranty;
- (h) the bankruptcy, insolvency, or similar proceeding involving or pertaining to the Contractor or the City, or any order or decree of a court, trustee or receiver in any proceeding;
- (i) in addition to those circumstances described in item (h), any other circumstance which might otherwise constitute a legal or equitable discharge of a Guarantor or limit the recourse of the City to the Guarantor;
- (j) the existence or absence of any action to enforce the Agreement;
- (k) subject to the provisions of the Agreement relating to Uncontrollable Circumstances, any present or future law or order of any government or of any agency thereof,

purporting to reduce, amend or otherwise affect the Agreement or to vary any terms of payment or performance under the Agreement;

Provided that, notwithstanding the foregoing, Guarantor shall not be required to pay any monetary obligation of Contractor to City from which Contractor would be discharged, released or otherwise excused under the provisions of the Agreement.

(5) Waivers. Guarantor by this Guaranty waives:

- (a) Notice of acceptance of this Guaranty and of the creation, renewal, extension and accrual of the limited financial obligations Guaranteed under this Guaranty;
- (b) Notice that any Person has relied on this Guaranty;
- (c) diligence, demand of payment and Notice of default or nonpayment under this Guaranty or the Agreement, and any and all other Notices required under the Agreement;
- (d) filing of claims with a court in the event of reorganization, insolvency, or bankruptcy of the Contractor;
- (e) any right to require a proceeding first against the Contractor or with respect to any collateral or lien, including, without limitation, any performance bond, or any other requirement that the City exercise any remedy or take any other action against the Contractor or any other Person, or in respect of any collateral or lien, before proceeding under this Guaranty;
- (f) (i) any demand for performance or observance of, or (ii) any enforcement of any provision of, or (iii) any pursuit or exhaustion of remedies with respect to, any security (including, with limitation, any performance bond) for the obligations of the Contractor under the Agreement; any pursuit of exhaustion of remedies against the Contractor or any other obligor or Guarantor of the obligations; and any requirement of promptness or diligence on the part of any Person in connection therewith; and
- (g) to the extent that it lawfully may do so, any and all demands or Notices of every kind and description with respect to the foregoing or which may be required to be given by any statute or rule of law, and any defense of any kind which it may now or hereafter have with respect to this Guaranty or the obligations of the Contractor under the Agreement, except any Notice to the Contractor required pursuant to the Agreement or Applicable Law which Notice preconditions the Contractor's obligation or the defenses listed in Section (8) below.

To the extent that it may lawfully do so, the Guarantor by this Guaranty further agrees to waive, and does by this Guaranty absolutely and irrevocably waive and relinquish, the benefit and advantage of, and does by this Guaranty covenant not to assert, any appraisement, valuation, stay, extension, redemption or similar laws, now or at any time hereafter in force, which might delay, prevent or otherwise impede the due performance or proper enforcement of this Guaranty, the Agreement, or the obligations of the Contractor under the Agreement, and by this Guaranty expressly agrees that the right of the City under this Guaranty may be enforced notwithstanding any partial performance by the Contractor or the Guarantor, or the foreclosure upon any security (including, with limitation, any performance bond) given by the Contractor for its performance of any of its obligations under the Agreement.

(6) Agreements between City and Contractor; Waivers by City. The Guarantor agrees that, without the necessity for any additional endorsement or Guaranty by or any reservation of rights against Guarantor and without any further assent by Guarantor, by mutual agreement between the City and Contractor, the City and Contractor may, from time to time:

- (a) renew, modify, or compromise the liability of the Contractor for or upon any of the obligations by this Guaranty Guaranteed; or
- (b) consent to any amendment or change of any terms of the Agreement; or
- (c) accept, release, or surrender any security (including, without limitation, any performance bond), or
- (d) grant any extensions or renewals of the obligations of the Contractor under the Agreement and any other indulgence with respect thereto, and to effect any release, compromise or settlement with respect thereto, all without releasing or discharging the liability of Guarantor under this Guaranty.

The Guarantor further agrees that the City or any of its Assignees shall have and may exercise full power in its uncontrolled discretion, without in any way affecting the liability of the Guarantor under this Guaranty, to waive compliance with and any default of the Contractor under, the Agreement.

(7) Continuing Guaranty. This Guaranty is a continuing Guaranty and shall continue to be effective or be reinstated, as applicable, if at any time any payment of any of the obligations under this Guaranty is rescinded or is otherwise required to be returned upon reorganization, insolvency or bankruptcy of the Contractor or Guarantor or otherwise, all as though payment had not been made.

(8) Defenses. Notwithstanding any provision in this Guaranty to the contrary, the Guarantor may exercise or assert any and all legal or equitable rights, defenses, counter claims or affirmative defenses under the Agreement or Applicable Law which the Contractor could assert against any Party seeking to enforce the Agreement against the Contractor, and nothing in this Guaranty shall constitute a waiver thereof by the Guarantor.

(9) Payment of costs of enforcing Guaranty. Guarantor agrees to pay all costs, expenses and fees, including all reasonable attorney's fees, which may be reasonably incurred by the City in enforcing this Guaranty following the default on the part of the Guarantor under this Guaranty whether the same is enforced by suit or otherwise.

(10) Enforcement. The terms of this Guaranty may be enforced as to any one (1) or more breaches either separately or cumulatively.

(11) Remedies cumulative. No remedy in this Agreement conferred upon or reserved to the City under this Guaranty is intended to be exclusive of any other available remedy or remedies, but each and every remedy is cumulative and is in addition to every other remedy given under the Guaranty and the Agreement or in this Agreement after existing at law or in equity or by statute.

(12) Severability. The invalidity or unenforceability of any one (1) or more phrases, sentences or clauses in this Guaranty contained shall not affect the validity or enforce ability of the remaining portions of this Guaranty, or any part thereof.

(13) Amendments. No amendment, change, modification or termination of this Guaranty is made except upon the written consent of Guarantor and the City.

(14) Term. The obligations of the Guarantor under this Guaranty shall remain in full force and effect until (i) all monetary obligations of the Contractor under the Agreement shall have been fully performed or provided for in accordance with the Agreement, or (ii) the discharge, release or other excuse of those obligations in accordance with the terms of the Agreement.

(15) No set-offs

By Guarantor. The obligation of Guarantor under this Guaranty shall not be affected by any set-off, counterclaim, recoupment, defense or other right that Guarantor may have against the City on account of any claim of the Guarantor against the City; *provided* that Guarantor reserves the right to bring independent claims not arising from the Agreement against the City so long as any claims shall not be used to set-off or deduct from any claims which the City may have against the Guarantor arising from this Guaranty.

By Contractor. The obligation of Guarantor under this Guaranty is subject to any set-off, counterclaim, recoupment, defense or other right that the Contractor may assert pursuant to the Agreement, if any, but the obligation of Guarantor under this Guaranty shall not be subject to any set-off, counterclaim, recoupment, defense or other right that the Contractor may assert independently of and outside the Agreement.

(16) Warranties and representations. The Guarantor warrants and represents that as of date of execution of this Guaranty:

- (a) The Guarantor has the power, authority and legal right to enter into this Guaranty and to perform its obligations and undertakings under this Guaranty, and the execution, delivery and performance of this Guaranty by the Guarantor (i) have been duly authorized by all necessary corporate and shareholder action on the part of the Guarantor, (ii) have the requisite approval of all federal, State and local governing bodies having jurisdiction or authority with respect thereto, (iii) do not violate any judgment, order, law or regulation applicable to the Guarantor, (iv) do not conflict with or constitute a default under any agreement or instrument to which the Guarantor is a Party or by which the Guarantor or its assets may be bound or affected, and (v) do not violate any provision of the Guarantor's articles or certificate of incorporation or by-laws;
- (b) This Guaranty has been duly executed and delivered by the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms; and
- (c) There are no pending or, to the knowledge of the Guarantor, threatened Actions or proceedings before any court or administrative agency which would have a material

adverse effect on the financial condition of the Guarantor, or the ability of the Guarantor to perform its obligations or undertakings under this Guaranty.

(17) No merger; no conveyance of assets. Guarantor agrees that during the term of this Guaranty in accordance with Section (14) Guarantor shall not consolidate with or merge into any other corporation where the shareholders of the Guarantor yield control of the Guarantor, or a majority interest in the Guarantor, to the newly formed corporation, or convey, transfer or lease all or substantially all of its properties and assets to any Person, firm, joint venture, corporation and other entity, unless the City consents thereto in accordance with Section (3) above.

(18) Counterparts. This Guaranty may be executed in any number of counterparts, some of which may not bear the signatures of all Parties to this Guaranty. Each counterpart, when so executed and delivered, is deemed to be an original and all counterparts, taken together, shall constitute one and the same instrument; *provided, however*, that in pleading or proving this Guaranty, it shall not be necessary to produce more than one (1) copy (or sets of copies) bearing the signature of the Guarantor.

(19) Notices. All notices, instructions and other communications required or permitted to be given to or made upon any Party to this Guaranty is in writing, and is given in the manner and to the addresses provided in the Agreement.

(20) Separate suits. Each and every payment default by Contractor under the Agreement shall give rise to a separate cause of action under this Guaranty, and separate suits may be brought under this Guaranty by the City or its Assignees as each cause of action arises.

(21) Headings. The Section headings appearing in this Agreement are for convenience only and shall not govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Guaranty.

(22) Entire Agreement. This Guaranty constitutes the entire agreement between the Parties to this Guaranty with respect to the transactions contemplated by this Guaranty. Nothing in this Guaranty is intended to confer on any Person other than the Guarantor, the City and their permitted successors and Assigns under this Guaranty any rights or remedies under or by reason of this Guaranty.

(23) Personal Liability. It is understood and agreed to by the City that nothing contained in this Agreement shall create any obligation or right to look to any director, officer, employee or stockholder of the Guarantor (or any Affiliate thereof) for the satisfaction of any obligations under this Guaranty, and no judgment, order or execution with respect to or in connection with this guaranty is taken against any director, officer, employee or stockholder.

(24) Events of Default. Each of the following shall constitute an event of default under this Guaranty:

- (a) **Failure to fulfill payment of guaranty.** Guarantor fails to fulfill full and timely payment of any guaranty under this Guaranty, including Section (1), and the failure

continues for five (5) Calendar Days after Notice (which is deemed given upon receipt of registered or certified mailing by U.S. Postal Service or of invoiced Commercial Service) (Hereunder defined as Notice) has been given to the Guarantor by the City; fails to perform any of its obligations under this Guaranty or engages in any acts prohibited under this Guaranty other than failures itemized below, and fails to cure that failure or conduct within thirty (30) Calendar Days;

- (b) **Breach of Guaranty.** The Guarantor fails to observe and perform any covenant, condition or agreement of this Guaranty, other than any failures listed explicitly in this Section, and that failure continues for more than thirty (30) Calendar Days after Notice has been given the Guarantor by the City;
- (c) **Failure to give Notice of proposed Assignment.** The Guarantor fails to give City notice in accordance with Section (19) within ten (10) Calendar Days of the first to occur of:
 - i. Contractor or any Affiliate issuing a press release as to any proposed Assignment, (within the meaning of Section (3), or consolidation, merger, conveyance, transfer or lease described in paragraph (e) of this Section (24) or;
 - ii. (ii) the filing with the Securities and Exchange Commission of a Form 8-K or other filing with respect to a memorandum of intent or an agreement and plan thereof.
 - iii. (paragraphs (i) and (ii) together defined as Change Notice);
- (d) **Consolidation, merger; conveyance of assets.** The Guarantor consolidates, merges or conveys, transfers or leases assets in Violation of Section (17) despite City action following Change Notice in preceding paragraph (c) withholding or denying City consent, and on or before fifteen (15) Calendar Days thereafter, does not provide City with a substitute Guarantor satisfactory to City;
- (e) **Bankruptcy, insolvency, liquidation.** Guarantor files a voluntary claim for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking of possession by a receiver, liquidator, Assignee, trustee, custodian, administrator (or similar official) of Guarantor for any substantial part of Guarantor's operating assets or any substantial part of Guarantor's property, or shall make any general Assignment for the benefit of Guarantor's creditors, or shall fail generally to pay Guarantor's debts as they become due or shall take any action in furtherance of any of the foregoing.

A court having jurisdiction enters a decree or order for relief in respect of the Agreement, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Guarantor consents to or fails to oppose any proceeding, or any court enters a decree or order appointing a receiver, liquidator, Assignee, custodian, trustee, sequestrator (or similar official) of the Guarantor or for any substantial part of the Guarantor's operating equipment or assets, or orders the winding up or liquidation of the affairs of the Guarantor;

- (f) **Breach of representations or warranties.** Any representation or warranty of Guarantor is untrue as of the date thereof; Guarantor knowingly makes, causes to be made or condones the making of any false entry in its books, accounts, Records, and reports under this Guaranty. Upon any Event of Default the City may proceed first and directly against the Guarantor under Guaranty without proceeding against or exhausting any other remedies which it may have. The Guarantor acknowledges that any Contractor Default comprises a Default under the Agreement.

IN WITNESS WHEREOF Guarantor has executed this instrument the day and year first below written.

{Insert appropriate signature block}

Proper notarial acknowledgment of execution by Guarantor must be attached.

Chairman, president or vice-president, and (2) secretary, assistant secretary, CFO or assistant treasurer, must sign for corporations. Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

