



Meeting Date: 07-22-2008

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other Study Session _____

Prepared By: Grant Dunne, Management Analyst III Agenda Item No. I-19

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Environmental Resources

DATE: July 15, 2008

TO: City Council

FROM: Ken Ortega, Public Works Director  
Public Works Department

SUBJECT: Purchase Order (PO) for Purchase of Equipment from Paso Robles Truck Center

**RECOMMENDATION**

That City Council:

- 1) Approve and authorize the Mayor to execute a purchase order for the purchase of two refuse collection trucks as described on PO No. 3166 in the amount of \$523,923.
- 2) Approve the appropriation of funds in the amount of \$523,923 for the purchase of two refuse collection trucks from the Solid Waste Operation Fund and the Solid Waste Developer Fee Fund.

**DISCUSSION**

Staff recommends a purchase order for two trucks for the collection of residential refuse and recyclable material. Purchasing the trucks will reduce truck downtime; meet standards for providing adequate truck backup in the City's refuse fleet, and provide greater reliability to an expanding customer service base. On June 20, 2008, staff sent out a Request for Bid (RFB) to eight potential service providers. In response to the RFB, Paso Robles Truck Center submitted the most responsive low-bid proposal for two trucks.

**FINANCIAL IMPACT**

The cost to purchase the two refuse collection trucks is \$523,923. There are sufficient funds to proceed with this purchase. Staff recommends a special budget appropriation to transfer \$87,943 from the FY 2008-09 Solid Waste Operating Fund 631 Account Numbers 631-6301-842-8209 and 631-6302-842-8209 to 631-6307-891-8606 and \$435,980 from the balance of Fund 633 "Solid Waste Developer Fee" to Fund 633 "Solid Waste Developer Fee Residential Collection Account No. 633-6307-891-8606 (Attachment No. 2).

GD:gd

Attachment No. 1 Purchase Order No. 3166  
Attachment No. 2 Special Budget Appropriation

**000119**







PURCHASE ORDERS  
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order on the reverse side hereof.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
  - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
    - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
    - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
    - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
  - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
  - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
  - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
  - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
  - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
  - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall be access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

**CITY OF OXNARD**  
**REQUEST FOR SPECIAL BUDGET APPROPRIATION**

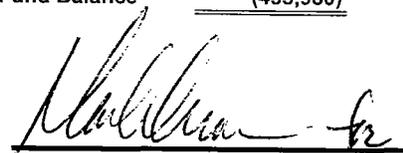
To the City Manager:

July 22, 2008

Request is hereby made for an appropriation of total . . . . . \$ 523,923

Reason for appropriation: For the purchase of two residential refuse collection trucks.

<u>FUND</u>	<u>DESCRIPTION/ACCOUNT</u>	<u>AMOUNT</u>
Solid Waste Operating Fund (631)	<b>Solid Waste Planning</b>	
	<b>631-6301</b>	
	842-8209 - Services - Other Profession/Contract	(70,000)
	<b>Solid Waste Reduction and Education</b>	
	<b>631-6302</b>	
	842-8209 - Services - Other Profession/Contract	(17,943)
	<b>Solid Waste Operating Residential Collection</b>	
	<b>631-6307</b>	
	891-8606 - Machinery and New Equipment	87,943
	<b>Net Estimated Change to Solid Waste Operating Fund Balance</b>	<u>0</u>
Solid Waste Developer Fee Fund (633)	<b>Solid Waste Developer Fee Residential Collection</b>	
	<b>633-6307</b>	
	891-8606 - Machinery and New Equipment	435,980
	<b>Net Estimated Change to Solid Waste Developer Fee Fund Balance</b>	<u>(435,980)</u>

  
 \_\_\_\_\_  
 Manager

REQUIRES CITY COUNCIL APPROVAL

CHIEF FINANCIAL OFFICER

  
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Disposition	Approved _____
	Rejected _____
Transfer by Journal Voucher _____	City Manager