



Meeting Date: 06/23/09

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 _____

Prepared By: Anthony Emmert, Water Resources Manager Agenda Item No. I-8

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Public Works [Signature]

DATE: June 11, 2009

TO: City Council

FROM: Mark Norris, Assistant Public Works Director
Public Works Department, Utilities Services Branch [Signature]

SUBJECT: **Blanket Purchase Order with Aqua Metric Sales Company**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a blanket purchase order with Aqua Metric Sales Company in the amount of \$150,000 for the purpose of purchasing water meters and related parts (Blanket Purchase Order No. B-3386).

DISCUSSION

The recently completed Automated Meter Reading (AMR) Retrofit Project has improved meter reading efficiency and accuracy throughout the City, through the installation of wireless radio meter reading equipment that serves the approximately 39,000 customer flow meters. The AMR system is faster than manually reading meters and entering numbers into a hand-held computer, thus it has freed staff members to perform other customer-related duties. The AMR system has also reduced the number of reading and data entry errors, and can also help to reduce repetitive stress injuries to meter reading employees.

The City researched and piloted meter reading systems prior to initiating the AMR Retrofit Project, and established a standard specification for the system, including meters, remote transmitters, mobile receivers, and software. The City's standard is the Sensus system. The only authorized distributor for Sensus products for the Southwest Region of the United States is Aqua Metric Sales Company.

Over time, the City's flow meters deteriorate, due to wear of moving parts and deposition of mineral deposits, and lose their accuracy. As this occurs, they must be replaced or repaired. Additionally, the remote transmitters occasionally fail to transmit data, due to battery life, wiring damage, or transistor failure. As this occurs, they must be replaced or repaired. Occasionally, the City must also repair or replace the mobile receiver units and upgrade the associated software.

In order to make necessary ongoing equipment repairs and replacements to the AMR system, and to install new equipment to serve new water customers, the City budgets for staff time, repair parts, and technical and software support in its operating budget. On April 24, 2007, the City negotiated a price list for metering system parts and support with Aqua Metric Sales Company, and entered into a one-year blanket purchase order in the amount of \$329,079.70 for those parts and support, expiring June 30, 2008. The blanket purchase order has been replaced once, on July 1, 2008, for a second one-year term through June 30, 2009, using the remaining balance of the original \$329,079.70. The Water Resources Division requests a third blanket purchase order through September 30, 2009, in the amount of \$150,000 for the purchase of parts and support. The Division has initiated the process to bid for future purchases.

FINANCIAL IMPACT

The estimated cost for purchases of water metering system parts and support through the term ending September 30, 2009, is not to exceed \$150,000. The combined total cost of this blanket purchase order and the previous two blanket purchase orders in the amount of \$329,079.70, is \$479,079.70. Funding for the blanket purchase order cost will be budgeted for FY 2009-10 in the Water Operating Fund 601 from Account No. 601-6002-843-8104.

AE:joh:mdt

Attachment #1 -- Blanket Purchase Order B-3386

EXHIBIT A

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.