CITY OF
OXNARD
CALIFORNIA

Meeting Date: 10/23/12

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Anthony Emmert, Water Resources Manager _____ Agenda Item No. I-9

Reviewed By: City Manager KRB City Attorney SMF Finance JC Other Public Works

DATE: October 10, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works Department

SUBJECT: **Purchase Order No. 4195 with Aqua-Metric Sales Company**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a purchase order with Aqua-Metric Sales Company in the amount of $800,000 for the purchase of water meters and related parts (Purchase Order No. 4195) in Fiscal Years 2012-13 and 2013-14.

DISCUSSION

The City's Automated Meter Reading (AMR) System collects water usage data from the City's approximately 41,000 customers. The AMR System includes meters with wireless transmitters, portable wireless radio meter reading equipment, and associated computer software applications. 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.

The City researched and piloted several meter reading systems prior to initiating the AMR System, and subsequently established a standard specification. The City's standard is the Sensus system.

In order to maintain a high level of accuracy in data collection, the City must make sure that the entire AMR System is functioning properly. Due to equipment failures, normal wear and tear, and necessary upgrades, system equipment must be replaced, repaired or upgraded on an ongoing basis. 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 June 11, 2012, the City distributed a Request for Bid package for the purchase of water meters, related parts and technical support to two (2) regional Sensus-authorized water flow meter supply firms. Aqua Metric Sales Company was the lowest responsive and responsible bidder of the two (2) bids received by the closing date of June 26, 2012. The request stated that the City desired to enter into

a one-year purchase agreement with the option to renew for three (3) additional one-year periods with the vendor, upon agreement of all parties.

FINANCIAL IMPACT

The estimated cost for purchases of water metering system parts and support is $800,000 for Fiscal Years 2012-13 and 2013-14. Funds in the amount of $500,000 are available in Water Operations Account No. 601-6003-843-8121 to meet the requirements for Fiscal Year 2012-13. The remaining funds will be recommended in the annual appropriation for Fiscal Year 2013-14.

AAE:rm:cjs

Attachment Purchase Order No. 4195

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 004195

DATE: 10/4/2012

VENDOR #: 9782
VENDOR ADDRESS: AQUA METRIC SALES COMPANY
4050 FLAT ROCK DRIVE
RIVERSIDE, CA 92505

SHIP TO: WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
10/31/2013	0000000866	09/21/2012	SOLE SOURCE FOR COLD WATE
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts -		PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	800,000.00 / DL	WATER METERS AND MISC REPAIR PARTS	1.0000	800,000.00

BY ACCEPTING THIS PURCHASE ORDER YOU ARE ACCEPTING THE CITY OF OXNARDS TERMS AND CONDITIONS.

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

TOTAL PURCHASE AMOUNT $800,000.00

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE _____
Dr. Thomas E. Holden
Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 004195

DATE: 10/3/2012

VENDOR #: 9782
VENDOR ADDRESS: AQUA METRIC SALES COMPANY
4050 FLAT ROCK DRIVE
RIVERSIDE, CA 92505

SHIP TO: WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

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DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
10/31/2013	0000000866	09/21/2012	SOLE SOURCE FOR COLD WATE
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts -		PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

Account	Project	Amount
60160038438121		800,000.00

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 that $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 sill 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.