



**Agenda Item B.7**  
**CONSENT CALENDAR**  
**Meeting Date: August 21, 2018**

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**TO:** Mayor and Councilmembers

**FROM:** Charles W. Ebeling, Public Works Director

**CONTACT:** Robert P. Morgenstern, Public Works Manager

**SUBJECT:** Purchase of Tractor Loader with Flail Mower

**RECOMMENDATION:**

Authorize the City Manager to execute a purchase agreement with Cal Coast Machinery in the amount of \$51,896.11 for the purchase of a 75 HP four wheel drive tractor/loader with a 72 inch flail mower attachment.

**BACKGROUND:**

On June 5, 2018 the City Council adopted the FY 18/19 Mid-Cycle Budget which included funding of \$60,000 for the purchase of a tractor and flail mower combination to be used for maintaining City open space areas. Currently Public Works Street Maintenance staff maintain 459 acres (143.5 acres mowed grassland) of Open Space, 19.7 acres of unimproved shoulder areas and 70 curb miles of improved parkways. The work performed by Public Works Street Maintenance increases the service levels and saves the City \$50,000 annually in contractual obligation for open space maintenance and over \$10,000 for elimination of shoulder and parkway maintenance from the City's right of way maintenance contract.

**DISCUSSION:**

Following Council's approval of the budget request for the tractor and flail mower combination, bids were solicited from three known suppliers of the specified equipment. The bid specifications included a four wheel drive tractor with a rear power take off (PTO) feature, an enclosed cab, a front end loader (so the tractor could be used on street maintenance projects) and a seventy-two inch heavy duty flail mower. The bids received, including tax and delivery, were as follows:

Cal-Coast Machinery, Inc.	\$51,896.11
Powerland Equipment Co.	\$52,519.25
Quinn Ag Products	\$60,480.00

A standard Purchase Agreement, as shown in Attachment 1, is required to complete the acquisition of this equipment. Staff recommends Council authorize the City Manager to execute a purchase agreement with the lowest bidder, Cal-Coast Machinery, which is located in Oxnard and has a service department on site.

### FISCAL IMPACTS:

Sufficient budget is available for the purchase of the aforementioned equipment since the City Council recently authorized \$60,000 for the purchase of a tractor and flail mower for Public Works use during the FY 18/19 Mid-Cycle Budget adoption. Funding for this equipment is supported by the General Fund and Gas Tax, and will be used for parks and open space and street maintenance operations. The budgeted accounts are reflected in the table below:

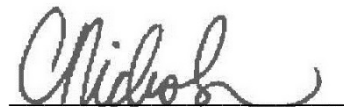
Fund	Account	Description	FY2018-19 Adopted	Purchase
Gas Tax	201-5-5800-702	CIP - Equipment	\$15,000	\$15,000.00
General Fund	101-5-5400-702	CIP - Equipment	\$22,500	\$22,500.00
General Fund	101-5-5800-702	CIP - Equipment	\$22,500	\$14,396.11
		<b>Total</b>	<b>\$60,000</b>	<b>\$51,896.11</b>

Per the City's capitalization policy, the purchase of this tractor and flail mower will be included in the City's capital assets schedule and assigned a useful life of 10 years.

### ALTERNATIVES:

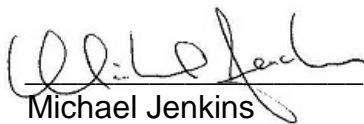
The City Council may elect not to approve the purchase of this equipment.

**Reviewed By:**



Carmen Nichols  
Deputy City Manager

**Legal Review By:**



Michael Jenkins  
City Attorney

**Approved By:**



Michelle Greene  
City Manager

### ATTACHMENTS:

1. Purchase Agreement with Cal Coast Machinery for Tractor Loader with Flail Mower

## **ATTACHMENT 1**

Purchase Agreement with Cal Coast Machinery for Tractor Loader with Flail Mower



**PURCHASE AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
CAL COAST MACHINERY**

THIS PURCHASE AGREEMENT, made and entered into this 21st day of **AUGUST 2018**, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and **CAL-COAST MACHINERY, INC.**, a California Corporation (herein referred to as "Vendor").

**WHEREAS**, VENDOR represents that they are sufficiently experienced and capable of providing the equipment agreed to herein and are sufficiently familiar with the needs of the CITY as identified in the bid for equipment purchase; and

**WHEREAS**, VENDOR was selected by CITY staff for award of this AGREEMENT based on the lowest cost, responsive competitive bid proposal per the Goleta Municipal Code 3.05.070(c); and

**WHEREAS**, the City Manager is authorized by the City Council per the Goleta Municipal Code 3.05.240 to execute this AGREEMENT.

City and Provider agree as follows:

**1. DESCRIPTION OF EQUIPMENT**

The equipment to be purchased is described as follows:

Equipment in conjunction with City maintenance activities. Equipment shall generally include John Deere 5075E Utility Tractor, John Deere 370 Heavy Duty Flail Mower and a John Deere 520M Loader, as more particularly set forth in the List of Equipment shown the quote, attached as Exhibit "A," and incorporated herein. Vendor shall deliver to City the deliverables defined in Exhibit "A" as follows:

**2. ACCEPTANCE/AGREEMENT**

City of Goleta reserves the right to reject any and all quotations, to waive any informalities, and, unless otherwise specified by Vendor, to accept any item in a quotation. By signing this Purchase Agreement, Vendor agrees to the terms and conditions herein which shall prevail over any inconsistent provision in any form or other paper submitted by Vendor. All shipments or services performed shall be deemed to have been made pursuant hereto. No other terms are acceptable. This Purchase Agreement, including all specifications and drawings, bid documents including exhibits, shall constitute the entire agreement between the parties unless modified in writing by the City.

### **3. CITY'S PROPERTY**

Vendor agrees that the information, tools, jigs, dies, or materials, and drawings, patterns, and specification supplied or paid for by the City shall be and remains City's property and shall be held by Vendor for the City unless directed otherwise. Vendor shall account for such items and keep them protected, insured, and in good working conditions without expense to the City.

### **4. DELIVERY**

The terms of delivery are 90 calendar days from date of this executed agreement. Deliveries shall be free on board (FOB) and Vendor shall identify with City staff where equipment is to be delivered. The obligation of Vendor to meet the delivery dates, specifications, and quantities set forth herein is of the essence of this Purchase Agreement, no boxing, packing, or cartage charge will be allowed. Deliveries are to be made both in quantities and at times specified herein or, if not, such quantities and times are specified pursuant to the City's written instruction. Items not delivered may be canceled without penalty to the City. Shipments in greater or lesser quantity than ordered may be returned at Vendor's expense unless written authorization is issued by the City.

### **5. PRICES**

The total price for equipment identified in Exhibit A shall not exceed the sum of fifty-one thousand, eight hundred ninety-six dollars and eleven cents (\$51,896.11) including all taxes and delivery charges. Notwithstanding the prices set forth in the Purchase Agreement the City shall receive the benefit of any general reduction in the price of any item(s) listed herein which may be made by Vendor at any time prior to the last delivery of goods or services covered by this Purchase Agreement.

### **6. TERMINATION**

The City shall have the right to terminate this Purchase Agreement or any part thereof upon ten (10) days notice in writing to Vendor for the following reasons:

- a) Without Cause. The City may terminate all or any part of this Purchase Agreement without cause. Any claim by Vendor for damages due to termination without cause must be submitted to the City within thirty (30) days after effective date of termination.



- b) For Cause. If Vendor fails to make any delivery in accordance with the agreed delivery date, delivery schedule, or otherwise fails to observe or comply with any of the other instructions, terms, conditions or warranties applicable to this Purchase Agreement, the City may, in addition to any other right or remedy provided by this Purchase Agreement or by law, terminate all or any part of this Purchase Agreement in writing without any liability of the City with respect to Vendor at any time during the term of this Purchase Agreement. In the event of termination for cause, the City may purchase supplies or services elsewhere on such terms or in such manner as the City may deem appropriate and Vendor shall be liable to the City for any cost and other expenses incurred by the City which is charged to the City.

## **7. CITY PROJECT MANAGER**

The equipment to be purchased by Vendor shall be accomplished under the general direction of the City's "Project Manager", as that staff person is designated by City from time to time, and who presently is **Robert P. Morgenstern**. Project Manager shall have the authority to act on behalf of the City in administering this Agreement but shall not be authorized to increase the not to exceed amount Agreement.

## **8. CHANGES**

The City shall have the right at any time by written notice via Purchase Agreement Change Order to Vendor to make changes in the specifications, the quantity of items called for, delivery schedules, and requirements covering testing, packaging, or destination. Any claim by Vendor for adjustment under this clause shall be deemed waived unless made in writing within (10) days after receipt by Vendor of notice of such change. Price increases or extensions of time for delivery shall not be binding on the City unless evidenced by a Purchase Agreement Change Order issued by the City's Purchasing Officer.

## **9. INSPECTION**

The City shall have the right to inspect and approve or reject any materials, supplies, services and/or installations upon arrival of notice of completion prior to payment without regard to the manner of shipment, completion, or any shipping or price terms contained in this Purchase Agreement. All materials, supplies, services and/or installations must be furnished as specified.

- a) Defective, damaged, and nonconforming materials and/or supplies may be returned for credit or refund, at Vendor's expense. The City may charge Vendor for all expenses of unpacking, examining, repacking and reshipping of such materials and/or supplies.

- b) Defective, incorrect and nonconforming services and/or installations may be returned for credit or refund, at Vendor's expense. All of the above notwithstanding prior payment by the City.

#### **10. WARRANTY**

Vendor expressly warrants that all materials, supplies, services and/or installations covered by this Purchase Agreement shall:

- a) Conform to the specifications, drawings, samples, or other descriptions specified by the City or if none are so specified, to Vendor's standard specification;
- b) Be new and unless specified to the contrary on the face hereof, will be free from defects in material and workmanship and will be free of all liens and encumbrances and will conform to any affirmation of facts made on the container or label;
- c) Be adequately contained, packaged, marked, labeled and/or provided in compliance with all applicable federal and state laws and regulations (including materials deemed hazardous);
- d) Be performed within the rules and regulations of the Occupational Safety and Health Act of 1970 (as amended);
- e) Be produced or transferred or disposed of as required by federal and state laws and regulation under the conditions of the Toxic Substances Control Act; the Hazardous Materials Control and Hazardous Waste Regulations; and other toxic laws and programs. Vendor further expressly agrees to protect, indemnify, and hold harmless the City, its employees and agents for any loss, damage, fine, liability, fee (including reasonable charges and fees) or expense arising in connection with or resulting from Vendor's failure to furnish materials or supplies or perform services that conform with any warranty contained herein.
- f) Have good marketable title.
- g) All Warranties to be provided under this Purchase Agreement shall be manufacturers' warranties.

#### **9. GOVERNING LAW**

This Purchase Agreement shall be governed by the laws of the State of California.

#### **10. INDEPENDENT CONTRACTOR, INSURANCE**



VENDOR shall, at VENDOR's sole cost and expense, maintain and provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY. Liability insurance policies required to be provided by VENDOR hereunder shall be endorsed to adequately protect the City against such damage, liabilities, claims, losses, and expenses (including attorneys' fees).

Insurance shall include the following (or broader) coverage:

Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

**11. EQUAL OPPORTUNITY CLAUSE**

Vendor shall comply with all federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination, because of race, color, national origin, religion, age, sex or handicap.

**12. FORCE MAJEURE**

The City may delay delivery or acceptance occasioned by causes beyond its control. Vendor shall hold such materials, supplies, services and or installations at the direction of the City and shall deliver them when the cause affecting the delay has been removed. The City shall be responsible only for Vendor's direct additional costs in holding the goods or delaying performance of this Purchase Agreement at the City's request. Vendor shall also be excused if delivery is delayed by unforeseen events beyond its reasonable control, provided Vendor notifies the City as soon as they occur. The City may cancel this Purchase Agreement if such delay exceeds thirty (30) days from the original delivery date. Vendor shall use its best efforts to grant preference to this Purchase Agreement over those of other customers which were placed after this Purchase Agreement

**13. CITY OF AGENT OR FACTOR**

Vendor represents that, whenever it executes this Purchase Agreement on behalf of a third party as an agent or factor, it shall disclose the existence of the agency or factor relationship to the City. Vendor shall be deemed to have the legal authority to enter into this Purchase Agreement with the City on behalf of the third party.

**14. INTERPRETATION OF CONTRACT DOCUMENTS**

In the event of a conflict between the terms of this Purchase Agreement and the attached specification with respect to any obligation of Vendor, the provision which impose the greater obligations upon Vendor shall prevail.

**15. INDEMNIFICATION**

Vendor shall protect, defend, indemnify, and hold the City harmless against all damages, liability, claims, losses and expenses (including attorney's fees) arising out of, or resulting in any way from Vendor's negligence (including supplying defective products) in providing the goods or services purchased hereunder or from any act or omission of Vendor, its agents, employees, or subcontractors.

**16. PERMITS AND LICENSES**

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates, including a CITY business license, that may be required in connection with the performance of services under this AGREEMENT.

**17. MODIFICATION OF AGREEMENT**

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Vendor.

**18. USE OF THE TERM "CITY"**

Reference to "CITY" in this Agreement includes City Manager or any authorized representative acting on behalf of City.

**19. AUTHORIZATION**

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

**19. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for Vendor's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

**20. PARTIAL INVALIDITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**21. NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:                      Attention: City Manager  
                                     City of Goleta  
                                     130 Cremona Drive, Suite B  
                                     Goleta, CA 93117

TO VENDOR:                Cal-Coast Machinery, Inc.  
                                     2450 Eastman Ave.  
                                     Oxnard, CA 93030

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

**VENDOR**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
James D. Johnson, C.O.O.  
John Deere Co.  
c/o Cal-Coast Machinery

**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk

\_\_\_\_\_  
Paul Reutter, General Manager  
John Deere Co.  
c/o Cal-Coast Machinery

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Winnie Cai, Deputy City Attorney



# EXHIBIT A

## **JOHN DEERE 5075E Utility Tractor**

1756LV 5075E Utility Tractor

### **Standard Options - Per Unit**

English Operator's Manual and Decal Kit

12F/12R PowrReverser Transmission - 540/540E (PR)

1725 Loader Prep Package

2050 Standard Cab

3420 Dual Mid Valves with Joystick Control

16.9-28 In. 6PR R1 Bias

Mechanical Front Wheel Drive (MFWD)

9.5-24 In. 6PR R1 Bias

## **JOHN DEERE 520M Loader**

14B0P 520M Loader

### **Standard Options - Per Unit**

English Manual

Mounting frame

520M Standard Farm Loader, Non-Self-Leveling (NSL) - Two-function

Two-function hoses and parts with Quick Coupler Connection (individual couplers)

Less hood guard

Less ballast box

John Deere 500-style carrier

1850-mm (73-in.) general purpose bucket (John Deere carrier)

## **JOHN DEERE 370 Heavy Duty Flail Mower**

370 Heavy Duty Flail Mower

Heat Treated Side-Slicer Knives

Rubber Deflector Shield for Rear Mounting