



MEETING DATE: 1/18/05

ITEM NO. 5

COUNCIL AGENDA REPORT

DATE: JANUARY 13, 2005

TO: MAYOR AND TOWN COUNCIL

FROM: DEBRA J. FIGONE, TOWN MANAGER

SUBJECT: EQUIPMENT PURCHASE

ADOPT RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH MUNICIPAL MAINTENANCE EQUIPMENT FOR THE PURCHASE OF ONE NEW 2005 SCHWARZE A9000 STREET SWEEPER IN THE AMOUNT OF \$145,921.00 FROM THE EQUIPMENT REPLACEMENT FUND.

RECOMMENDATION:

Adopt resolution authorizing the Town Manager to execute an agreement with Municipal Maintenance Equipment (MME) for the purchase of one new 2005 Schwarze A9000 Street Sweeper in the amount of \$145,921.00 from the Equipment Replacement Fund.

BACKGROUND:

The current street sweeper that is used by the Town is over seven (7) years old with 100,000 miles and 9000 hours on the auxiliary engine. The average life span for a new street sweeper ranges from five (5) to seven (7) years based on the environment the machine is exposed to on a daily basis. The unit serves as the front line piece of equipment sweeping Town streets, and specific locations in the City of Monte Sereno, which is reimbursed on a quarterly basis. This sweeper shows signs of extensive wear to major components and will need major overhaul for it to continue to be used regularly. Staff has reviewed repair records and recommends replacement based on the prohibitive costs associated with making the necessary repairs to the sweeper to ensure uninterrupted sweeping services on a daily basis.

PREPARED BY:

JOHN E. CURTIS
Director of Parks and Public Works

Reviewed by: PSS Assistant Town Manager _____ Town Attorney _____ Clerk Administrator
je Finance _____ Community Development

Revised: 1/13/05 10:29 am

PAGE 2

MAYOR AND TOWN COUNCIL

SUBJECT: ADOPT RESOLUTION AUTHORIZING THE TOWN MANAGER TO
EXECUTE AN AGREEMENT WITH MUNICIPAL MAINTENANCE
EQUIPMENT FOR THE PURCHASE OF ONE NEW 2005 SCHWARZE A9000
STREET SWEEPER IN THE AMOUNT OF \$145,921.00 FROM THE
EQUIPMENT REPLACEMENT FUND #601-5842.

JANUARY 13, 2005

DISCUSSION:

As a prelude to considering replacement to the current sweeper, staff researched the concept of contract sweeping and determined that it would not be cost effective for the Town to proceed with that approach.

The difficulties with contract sweeping are many fold: the cost can be on the order of \$1,000 per day versus the estimated cost of operating an owned vehicle at \$250 per day. With contracting, any changes in the work, which are endemic to sweeping, will become extras in a contract agreement. This limits flexibility in the use of sweepers. Contract sweepers are generally kept and maintained off site and are not available on short notice as needed, such as on the Friday night after the Auto Mall explosion, where crews used the Town's sweeper to clean up the glass and debris on Los Gatos Boulevard. This is more generally true when crews are on storm patrol.

The lease option also has inherent difficulties. Firstly, there is an interest charged by the lessor. This can be "written off" at tax time by private leasers, but not by a public entity. The leasing term for a sweeper is usually four years, the time during which the lessor expects to recover his full costs. The Town uses a seven year life for sweepers, which more closely matches the true life cycle for sweepers. If the Town did not have a sinking fund to purchase a sweeper at the end of the equipment's life cycle, leasing could be an available option. However, the Town does have an equipment, and vehicle sinking fund and this makes leasing an unattractive option.

In July 2004, staff contacted three equipment suppliers GCS Western Power, MME, and Ricker Machinery requesting demonstrations of their respective products. The intent of the demonstration process was to evaluate equipment efficiency, capacity, and operator friendliness.

Parks and Public works staff operated each piece of equipment in various conditions and concluded that each sweeper performed satisfactorily. In addition to the demonstration process, the department's Administrative Analyst conducted an equipment operators satisfaction survey with about a dozen staff who had participated in the sweeper demonstration process. The intent of the survey was to identify specific equipment needs of the department including capacity, truck chassis configuration, operator visibility, and ease of maintenance service to major components. The street sweeper has two main components: the truck chassis and the sweeper body. The survey results indicated staff preference toward the conventional chassis but have no preference on the type of sweeper body for operations and maintenance.

PAGE 3

MAYOR AND TOWN COUNCIL

SUBJECT: ADOPT RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH MUNICIPAL MAINTENANCE EQUIPMENT FOR THE PURCHASE OF ONE NEW 2005 SCHWARZE A9000 STREET SWEEPER IN THE AMOUNT OF \$145,921.00 FROM THE EQUIPMENT REPLACEMENT FUND #601-5842.

JANUARY 13, 2005

With the internal survey results, staff prepared a request for proposals and solicited quotations from all three equipment suppliers. Vendors were required to submit a proposal based on their most recent award of equipment to a local agency, as Town Code Section 2.50.130 provides for the purchase of equipment without competitive bidding when the purchase is made through a county or other public agency contract. The following table is a summary of the three bids received, and each equipment's cubic yard capacity and cost per cubic yard:

Vendor	Bid Price	Cubic Yards	Cost Per Cubic Yards
GCS Western Power	\$128,659.46	7	\$18,379.92
Ricker Machinery	\$135,938.08	8	\$16,992.26
MME	\$145,921.00	9	\$16,213.44

The above table indicates the cost per cubic yard decreases as the machine's capacity increases.

The sweeper offered by MME provides a three (3) cubic yard gain in volume over and above the low bidder GCS Western Power and Equipment, consistent in capacity size and model with the current unit operated by the Town's maintenance division.

An increased capacity from a larger sweeper will improve the Town's daily efficiency in sweeper operations: the increased capacity is estimated to decrease travel time to off-load materials at an average of 2.5 hours per day, and consequently increase the daily amount of roadway to be swept. Additionally, during the review process, staff identified a need to improve efficiency through the reduction in travel times associated with dumping materials throughout the day.

Purchasing a larger capacity sweeper is consistent with these findings. Due to these various issues, the low bid concept for comparing the cost per cubic yard of capacity does meet the purchasing policy of the Town and the Town's street sweeping needs.

By purchasing the larger capacity sweeper, staff is maximizing the operational efficiency for sweeping. This will translate into better sweeping, better response to unique circumstances such as storm patrol and problems that result from parking in areas to be swept. By enabling more time during the work day for sweeping versus dumping, the larger capacity sweeper will enable these efficiencies to be improved. The larger capacity machine meets the other tests it was subjected to, including operator satisfaction, maneuverability, servicing issues, and quality of the sweeping. Further, the cost per cubic yard of capacity is lower than the other sweepers that were tested.

PAGE 4

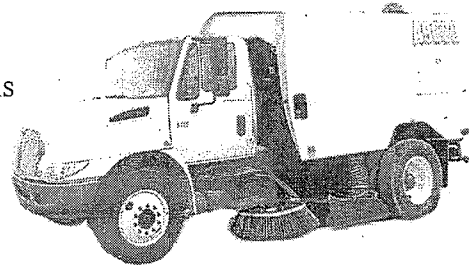
MAYOR AND TOWN COUNCIL

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JANUARY 13, 2005

CONCLUSION:

Staff recommends the purchase of the 2005 Schwarze A9000 Street Sweeper from Municipal Maintenance Equipment based on total cost per cubic yard and enhanced efficiency. The purchase price of this sweeper is based on a competitive bid through the City of Fremont.



ENVIRONMENTAL ASSESSMENT:

Is not a project defined under CEQA, and no further action is required.

FISCAL IMPACT:

The 2004/05 Operating Budget provides for the purchase of one new Street Sweeper assigned to the Parks and Public Works Department (Equipment Replacement Fund 6601-77220). The Equipment Replacement list is developed yearly as part of the Operating Budget. Equipment replacement is based on cost per mile including age and overall condition of the unit being recommended for replacement. The current sweeper can serve as a backup to augment daily sweeping operations during the heavy leaf season and winter storm cleanup operations. There are sufficient funds in the adopted FY 2004/05 Equipment Replacement Fund budget to purchase a new, replacement sweeper.

Attachment:

Resolution authorizing approval of agreement (Exhibit A) with MME.

RESOLUTION

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
AUTHORIZING THE TOWN MANAGER
TO EXECUTE AN AGREEMENT WITH
MUNICIPAL MAINTENANCE EQUIPMENT (MME)
FOR THE PURCHASE OF
ONE NEW 2005 SCHWARZE A9000 STREET SWEEPER
IN THE AMOUNT OF \$145,921.00**

WHEREAS, The 2004/05 Operating Budget provides for the purchase of one new Street Sweeper assigned to the Parks and Public Works Department; and

WHEREAS, Town Code Section 2.50.130 provides for the purchase of equipment without competitive bidding when the purchase is made through a county or other public agency contract; and

WHEREAS, staff recommends the purchase of the 2005 Schwarze A9000 Street Sweeper from Municipal Maintenance Equipment (MME) and

WHEREAS, staff prepared a request for proposal and solicited quotations from three equipment suppliers; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that (MME) is declared to be the satisfactory vendor for the purchase of the 2005 Schwarze A9000 Street Sweeper; and

BE IT FURTHER RESOLVED that the Town Manager is hereby authorized and directed to execute an agreement (Attached as Exhibit A) for the purchase of the Street Sweeper on behalf of the Town in the amount of \$145,921.00.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 18th day of January, 2005, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED: MAYOR OF THE TOWN OF LOS GATOS/
LOS GATOS, CALIFORNIA

ATTEST:

CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

**AGREEMENT BETWEEN THE TOWN OF LOS GATOS AND
MUNICIPAL MAINTENANCE EQUIPMENT (MME)
FOR THE PURCHASE OF A 2005 SCHWARZE A9000 STREET SWEEPER**

THIS AGREEMENT is made and entered into in the Town of Los Gatos, County of Santa Clara, State of California, by and between the TOWN OF LOS GATOS, a municipal corporation [hereinafter Town], and **Municipal Maintenance Equipment** [hereinafter Vendor], as of the ____ day January, 2005.

RECITALS

(A) Quotations were sought by the Town for the purchase described in this Agreement, and Vendor was found to be a responsible supplier for this purchase.

(B) Vendor represents that it is a qualified and competent supplier of the items to be purchased under this Agreement.

IT IS AGREED AS FOLLOWS:

i. Supplies and Terms. Vendor hereby agrees to deliver to the Town of Los Gatos Parks and Public Works Department at 41 Miles Avenue, Los Gatos, CA 95030 the items and materials described in Exhibit A hereto. The terms and conditions are as follows:

(1) Price. Town shall pay Vendor the amounts defined in Exhibit A, F.O.B., and which include sales tax and delivery charges. Payment shall be net 30 days from delivery.

(2) Delivery. The delivery of the items and materials shall be no later than **May 31, 2005**. Delivery shall be made between 7:00 a.m. and 3:30 p.m. on weekdays that are not Town holidays.

2. Time of the Essence. Prompt delivery of the items and materials is essential to this Agreement.

3. Equal Employment Opportunity. Vendor warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations regarding equal employment opportunity. Vendor shall not discriminate in the employment of any person because of race, color, national origin, ancestry, mental or physical disability, medical condition, marital status, sex, age, or sexual preference, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

4. Notices. All notices to be given with respect to this Agreement shall be addressed as follows:

To Town:
Town of Los Gatos
Parks and Public Works Department
41 Miles Avenue
Los Gatos, CA 9503021

To Vendor:
Municipal Maintenance Equipment
2360 Harvard Street
Sacramento, CA 95815
ATT: Bob Egli

5. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the Agreement.

6. Modifications. No modification, waiver, termination, or amendment to this Agreement is effective unless made in writing signed by the Town and the Vendor.

7. Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

8. Entire Agreement. This Agreement sets forth the entire understanding between the parties.

Contractor shall supply equipment per Town's Request for Proposal Dated December 2, 2004 referenced in Exhibit A.

IN WITNESS WHEREOF, the Town and the Vendor have executed this Agreement on the date above written.

Town of Los Gatos, by:

Municipal Maintenance Equipment

Debra J. Figone, Town Manager

Signature

Recommend by:

John E. Curtis
Director of Parks and Public Works

Print Name

Approved as to form:

Attest:
Town of Los Gatos, Los Gatos, California

Orry P. Korb, Town Attorney

Marlyn Rasmussen, Clerk Administrator

MME

Municipal Maintenance Equipment

2360 Harvard Street • Sacramento, CA 95815 • (916) 922-1101 • Fax: (916) 922-1034
1061 N. Shepard Street, Unit E • Anaheim, CA 92806 • (714) 632-2871 • Fax: (714) 632-2874

December 27, 2004

Town of Los Gatos
Parks and Public Works
41 miles Ave
Los Gatos, CA 95030

Attention: Steve Regan

We are pleased to provide the following information to the Town of Los Gatos for the purchase of the Schwarze A9000 9.6 cubic yard capacity or Schwarze A7000 8.4 cubic yard capacity Regenerative Air Power Sweeper.


Per our recent meeting and in field demonstration, the Town of Los Gatos has determined the need for specific equipment to meet operational requirements for the Town of Los Gatos.

I have attached a copy of a recent bid and purchase order Number 24758 dated 6/24/2004 from the City of Fremont for (2) Schwarze A9000 Street Sweepers for your review. The City of Fremont bid price was \$132,794.00 each plus sales tax.

The Town of Los Gatos may wish to purchase an additional Schwarze A9000 or A7000 utilizing a cooperative purchase with the City of Fremont. The Town of Los Gatos specified options for the sweeper and chassis will be added to the proposal and any options, which were in the City of Fremont specifications but not required by the Town of Los Gatos will be removed.

Thank you for your interest in this fine product. We appreciate the opportunity to offer the Schwarze A9000 and A7000 Street Sweepers for your review. Should you have any questions or need additional information, please call.

Sincerely,
Municipal Maintenance Equipment, Inc.



Bob Egli
Vice president

"Customer Satisfaction is Our Goal"

Exhibit A

Town of Los Gatos
Page 2

The price for the proposed cooperative purchase utilizing the City of Fremont Bid per their Purchase Order Number 24758 dated 6/24/2004 plus the deleted and added options to meet The Town of Los Gatos requirements will be as follows.

One (1) 2005 Schwarze A9000 mounted on a 2005 Freightliner M2 Chassis per the Town of Los Gatos specifications.

Unit Price	\$138,300.00
Sales Tax 8.25%	<u>11,409.75</u>
Total delivered price	\$149,709.75

One (1) 2005 Schwarze A7000 mounted on a 2005 Freightliner M2 Chassis per the Town of Los Gatos specifications.

Unit Price	\$130,580.00
Sales Tax 8.25%	<u>10,772.85</u>
Total delivered price	\$141,352.85

In order to meet Town of Los Gatos chassis engine specification requirements (225 HP), we have included in our bid pricing a CAT C7 230 HP chassis engine and Allison 3000 RDS Transmission. The CAT C7 230 HP engine exceeds the torque rating of the Allison 2000 transmission specified.

If a CAT C7 210 HP chassis engine with Allison 2500 RDS is acceptable in lieu of the 230 HP engine with Allison 3000 RDS please deduct \$3,500.00 from unit price.

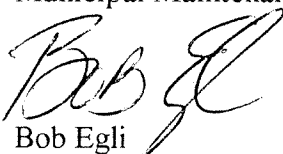
Please see attached clarifications page to Town of Los Gatos specification requirements
Delivery 90-120 days A.R.O.

F.O.B. Los Gatos, CA.

Price includes training

Municipal Maintenance Equipment will provide registration and exempt vehicle license plates

Sincerely,
Municipal Maintenance Equipment, Inc.



Bob Egli
Vice President

MME

Town of Los Gatos Chassis/Sweeper Specifications with Clarifications

Sweeper Specifications

1. John Deere Power Unit Shall be Rated at 115 Horse Power, Turbo Charged, Tier Two Compliant, with Fuel Water Separator and Sound Attenuated
2. Power Unit shall be Equipped with High/Low Engine Oil Shut Down **Includes low coolant level shutdown**
3. Throttle Control for rear Engine shall be Linear Actuated
4. Debris Body Minimum 7.3 Cubic Yards Capacity **A9000 9.6 cubic yards / A7000 8.4 cubic yards**
5. Body White Powdered Coated or Emron
6. Dump Configuration Either Raker Bar or Standard Dump Is Acceptable
7. Amber Strobe Mounted Top Rear of Body With Limb Guard
8. LED Arrow Stick Mounted on Rear Door with Cab Controls (*Federal Signal or Whelen, Dealer Specific Model*) **Whelen Model TAL 85**
9. Two Rear Work Lights shall be on the Outside of the Rear Door
10. Body Wash Deluge System
11. Hopper Interior Shall be Coated with an Anti-Wear/Anti-Seize Coating or Polly lined
12. In Cab Hopper Dump
13. Blower Housing shall be Sound attenuated
14. Water Pump shall be Either Cat 290 or Electric Motor Driven Roller Type
15. Minimum Water Capacity shall be 220 Gallons **250 Gallon Capacity**
16. High output Water System
17. Standard Pickup Head with No Broom Heavy Duty Carbide Runners Warranted for Two Years

18. Sweeper shall Have Sweeps in Reverse and Automatic Resume Option
19. Gutter Brooms shall Have in Cab Adjustments for Down Pressure and Tilt **In-cab adjustment for down pressure not available**
20. Left and Right Gutter Broom Work Lights
21. Each Gutter Broom shall Have Lateral Flexibility to Swing 15" Under the Chassis to Scrub Heavy Debris
22. Center Deflector shall be Provided to Direct Debris thrown by the Gutter Brooms Into the Path of the Pickup Head
23. Water System shall Incorporate a Front Spray Bar Mounted Under the Chassis Front Bumper
24. Sweeper shall Have an Auxiliary Hand Hose with Extension Tubes for Cleaning Remote Areas Mounted on the Sweeper Rear Door
25. Auxiliary Hand Hose Shall be Hydraulically Operated
26. Hand Hose Shall 8" in Diameter and Minimum of 10' long
27. Leaf Bleeder Door Electronically or Manually Actuated
28. Self Dumping Air Filter Separator
29. Tool Box
30. Sweeper Shall Be PM "10" Certified
31. All External Lights Shall be LED Type Wherever Possible
32. Colored Video camera, camera shall be mounted at the rear sweeper door, video monitor shall be dash mounted in cab **Safety Vision Color System with swivel bracket for monitor**

Chassis Specifications

- 33. CAT C7 225 HP Diesel Engine (Electronic) **230 HP**
- 34. Allison 2000 Automatic Transmission (Electronic) **Allison 3000 RDS**
- 35. 12,000 lb. Front Axle w/12,000 lb. Front Springs
- 36. 21,000 lb. Rear Axle, Two Speed
- 37. 23,000 Rear Flat Leaf Springs w/Helper Spring and Radius Leaf
- 38. Chicago Rawhide (Scot) Oil Wheel Seals – Front & Rear
- 39. Integral power assisted steering w/cruise control, 19" steering wheel, dual gauges
18" steering wheel
- 40. Air Brake Dryer
- 41. Air Brakes, Cam Type, Q-Plus w/15.2 CFM Air Compressor – Air Tanks mounted between rails
13.2 CFM air compressor
- 42. Anti-Lock Brake System, Automatic Slack Adjusters & Front Shock Absorbers
- 43. Adjustable, High Back Air Seats - Driver and Passenger (Bostrom Talladega)
- 44. Alternator - 130 Amp
- 45. AM/FM Stereo Radio with Weather band and Clock
- 46. (6) 11Rx22.5 14 Ply Tubeless Radial Tires - Duals in Rear
- 47. (6) 10 Hole Disc Wheels - 22.5 x 8.25, Hub Piloted (Painted White)
- 48. Tinted Glass
- 49. Dome Light
- 50. External Grab Handles – Left & Right w/standard Interior Grab Handles
- 51. Mirrors - Western type
- 52. Electric Intermittent Windshield Wipers with Washers

- 53. Dual Gauges: Voltmeter, Coolant Temperature, Oil Pressure, Tachometer, Hour Meter, Transmission Temperature
- 54. Frame – 5/16" x 3" x 10-1/8" Steel; 50,000 PSI; 12.501 SM; 625,000 RBM
- 55. 50 Gal. Fuel Tank
- 56. Air Conditioner
- 57. Freightliner installed Dual Steering w/Dual Gauge Package.
- 58. Color: White (N0770HN) **N0006HN**
- 59. Heated, electric adjustable break away mirrors
- 60. Vendor shall Provide Shortest Possible Turning Radius for Conventional Truck Chassis