Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

# AGENDA
# OXNARD CITY COUNCIL
# PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
December 10, 2024
**Regular Meeting - 8:30 to 10:00 PM**

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 871 0481 1661
3. Passcode: 598571

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

    a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
    b. Submit an email to **cityclerk@oxnard.org** no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
    c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

**Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)**

a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE
Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA
A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the November 26, 2024 regular meeting as presented.
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department
SUBJECT: Purchase Order with Quinn for a Backhoe Loader for Streets Maintenance. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to approve a purchase order with Quinn for a not-to-exceed value of $204,678.35 for the purchase of a backhoe loader for Streets Maintenance.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/0zr6khE8qUg
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Annual Purchase Orders with Performance Nursery, Inc. for the Supply of Plant Material, Specification No. 25-12. (10 minutes)
RECOMMENDATION: The Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute Annual Purchase Orders with Performance Nursery, Inc. from December 18, 2024, through December 17, 2029, for a total not to exceed amount of $500,000 for the supply of plant material.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/rNLNTNyvr5o
Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department
SUBJECT: Agreement 32500236 with Downstream Services, Inc. for Stormwater Filter Replacement and Maintenance Services, Specification No. PW 24-90. (10 minutes)
RECOMMENDATION: The Public Works and Transportation Committee recommends that the City Council approve and authorize an Agreement with Downstream Services, Inc. for a term of one year from January 22, 2025, to January 21, 2026, for a total contract amount not to exceed $1,250,000 for stormwater filter replacement and maintenance services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Pu5B9JScRKU
Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department
SUBJECT: Trade Services Agreement 32500292 with Commodity Trucking Acquisition LLC dba Tri-County Transportation for Backfill and Resurfacing Material Sales, Delivery and Haul Away Services. (10 minutes)
RECOMMENDATION: The Public Works and Transportation Committee recommends that the City Council approve and authorize the Mayor to execute an Agreement with Commodity Trucking Acquisition LLC dba Tri-County Transportation for an initial term of one year from January 8, 2025, through January 7, 2026, with the option to extend for four consecutive one-year periods ending January 7, 2030, for a total contract amount not to exceed $1,000,000 for backfill and resurfacing material sales, delivery and haul away services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/yQcDwJloVhI
Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

**PUBLIC WORKS AND TRANSPORTATION COMMITTEE**
**AGENDA REPORT**

**CONSENT AGENDA**
**AGENDA ITEM NO. C.1**

**DATE:** December 10, 2024

**TO:** Public Works and Transportation Committee

**FROM:** Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

**SUBJECT:** Approval of Minutes.

## RECOMMENDATION

That the Public Works & Transportation Committee approve the minutes of the November 26, 2024 regular meeting as presented.

## BACKGROUND

Approval of Minutes.

## STRATEGIC PRIORITIES

This agenda item is a routine operational item.

## FINANCIAL IMPACT

There is no financial impact.

*Prepared by: Rose Chaparro, City Clerk*

## ATTACHMENTS

1. MINUTES 11 26 2024 Public Works & Transportation

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
November 26, 2024

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:31 p.m., Chair Bert E. Perello called to order the regular meeting of the Oxnard City Council Public Works & Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The Assistant City Clerk called the roll and announced the posting of the agenda. Chair Bert Perello, Member Arthur Valenzuela, and Member John C. Zaragoza were present in person.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the November 12, 2024 regular meeting as presented.

*It was moved by Member Valenzuela, seconded by Member Zaragoza*, to approve the Information/Consent item as presented. VOTE: Perello, Valenzuela, and Zaragoza voted in favor, the motion carried 3-0.

D. REPORTS

1. Public Works Department
SUBJECT: Annual Purchase Orders with SiteOne Landscape for Landscape Supplies, Specification No. 25-11.
RECOMMENDATION: The Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute annual Purchase Orders with SiteOne Landscape from December 18, 2024, through December 17, 2029, for a total not to exceed amount of $1,000,000 for landscape supplies.

Anthony Miller, Special Districts Manager answered the Committee's questions. No public comments were received.

*It was moved by Member Zaragoza, seconded by Member Valenzuela,* to approve the recommended action as presented. VOTE: Perello, Valenzuela, and Zaragoza voted in

favor, the motion carried 3-0.

2. Public Works Department
SUBJECT: Agreement 32500260 with Northhills Recycling for On-Call Engineered Fiber, Mulch and Bark Delivery and Services, Specification No. PW 24-133R.
RECOMMENDATION: The Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with Northhills Recycling for a term of one year from December 18, 2024, to December 17, 2025, for a total contract amount not to exceed $500,000 for on-call engineered fiber, mulch, and bark delivery and services.

Anthony Miller, Special Districts Manager answered the Committee's questions. No public comments were received.

*It was moved by Chair Perello, seconded by Member Valenzuela,* to approve the recommended action as presented. VOTE: Perello, Valenzuela, and Zaragoza voted in favor, the motion carried 3-0.

3. Public Works Department
SUBJECT: Public Project Agreement 32500241 with Blackpointe Group Construction & Management Inc. for On-Call Fencing Minor Repair Services (Rebid #2), Specification No. SD 24-130R2.
RECOMMENDATION: The Public Works and Transportation Committee recommends that the City Council approve and authorize an agreement with Blackpointe Group Construction & Management Inc. for a total amount not to exceed $600,000 for a two-year term for on-call fencing minor repair services.

Anthony Miller, Special Districts Manager answered the Committee's questions. No public comments were received.

*It was moved by Member Valenzuela, seconded by Chair Perello,* to approve the recommended action as presented. VOTE: Perello, Valenzuela, and Zaragoza voted in favor, the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

F. ADJOURNMENT
There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 8:50 p.m.

ROSE CHAPARRO
City Clerk

BERT E. PERELLO
Chair

CITY OF OXNARD CALIFORNIA

**PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. D.1**

**DATE:** December 10, 2024

**TO:** Public Works and Transportation Committee

**FROM:** Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

**SUBJECT:** Purchase Order with Quinn for a Backhoe Loader for Streets Maintenance. (10 minutes)

## RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to approve a purchase order with Quinn for a not-to-exceed value of $204,678.35 for the purchase of a backhoe loader for Streets Maintenance.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/0zr6khE8qUg

## BACKGROUND

The Streets Maintenance Division (Division) is responsible for the maintenance of the City's roads, alleys, sidewalks, ramps, and gutters as well as the maintenance and upkeep of road striping and markings, traffic signs, and sign poles. The Division also performs weed abatement and beach sand removal along the City's roads.

The Division needs to replace backhoe loader (backhoe) #3446, a 2001 John Deere that will soon no longer comply with the California Air Resources Board (CARB) and will no longer be allowed to operate in California at the end of 2025. This backhoe was also evaluated and determined to be replaced due to expensive mechanical issues, age, and hours of use. The budget request to purchase a new backhoe was approved in the FY 2024-25 Adopted Budget utilizing Measure O Capital Fund and the General Fund.

## DISCUSSION

A backhoe is utilized regularly in the Division for sidewalk and street pavement repairs, weed abatement, debris and sand removal, and trash in the public right-of-way. The backhoe is a specialty piece of equipment essential and required for maintaining the division's responsibilities. Backhoes are very common and can be used in a wide variety of tasks: construction, small demolitions, excavation, breaking concrete and asphalt, landscaping, and paving roads. The backhoe attachment can also be replaced with powered attachments such as a breaker, grapple, auger, or stump grinder increasing the machine's utilization capability on the job site.

Staff identified Sourcewell cooperative agreement #011723-CAT with Quinn. Utilizing a cooperative purchasing method, such as a Sourcewell, allows the City to "piggyback" on the agreement and obtain the backhoe at a discounted price. Quinn is a leading provider of this equipment and is recognized throughout southern California for its innovative design and integrated safety features.

The estimated delivery for this purchase is in the Spring of 2025.

**STRATEGIC PRIORITIES**

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

**FINANCIAL IMPACT**

The total cost for this Purchase Order with Quinn shall not exceed $204,678.35. Funding of this purchase is included in the Adopted FY 2024-25 budget which includes the Capital Outlay Fund (301) budget, funded from the Measure O Fund (104), Backhoe Streets Project (C2548), as well as the Public Works General Fund Operating Streets Maintenance Budget.

| Account | Available Budget |
|---|---|
| 3013401-56080-C2548 (Measure O funded) | $200,000 |
| 1013401-53200 (PW General Operating Fund) | $4,679 |
| **TOTAL** | **$204,679** |

*Prepared by: Brian Yanez, Assistant Public Works Director, Philip Schwieder, Streets Division Manager*

**ATTACHMENTS**

1. New 420XE Quote Q4 2024 SOURCE WELL CONTRACT #011723-CAT
2. 420XE Specifications
3. Cooperative Caterpillar Contract 011723
4. Presentation

181214-01

Nov 13, 2024

CITY OF OXNARD STREET DIV
ATTN ACCOUNTS PAYABLE
1060 PACIFIC AVE BLDG 2
OXNARD, California 93030-7337

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 420XE Backhoe Loader including standard and optional equipment as listed below.

**STOCK NUMBER:** **SERIAL NUMBER:** **YEAR:** **SMU:**

SOURCE WELL CONTRACT #011723-CAT

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid till 1/16/2025 , Subject to availability after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jaime Llamas
Machine Sales Representative
(805) 856-8926
Jaime.llamas@Quinncompany.com

**One (1) New Caterpillar Inc. Model: 420XE Backhoe Loader including standard and optional equipment as listed below.**

**STANDARD EQUIPMENT**

**BOOMS, STICKS, AND LINKAGES** -BACKHOE -- 14'4" Center pivot backhoe -4.3 Meters -- Boom and swing transport locks -- Electro hydraulic operated backhoe -and stabilizer controls -- Street type stabilizer shoes -- Anti-drift hydraulics (boom, stick, -and E-stick) -- Cat Cushion Swing(tm) system -LOADER -- Single Tilt Loader -- Lift cylinder brace -- Self-leveling loader with single -lever control -- Return-to-dig -(automatic bucket positioner) -- Transmission neutralizer switch -- Bucket level indicator -

**POWERTRAIN** -- Water separator -- Thermal starting aid system -- Dry type axial seal air cleaner with -integral precleaner -- Automatic dust ejection system -- Filter condition indicator -- Hydraulically boosted multi-plate -wet disk brake with dual pedals & -interlock -- Differential lock -- Spring Applied Hydraulic Release -(SAHR) Drive-line parking brake -- Torque converter -- Neutral safety switch -- Spin-on filters for -Fuel -Engine oil -Transmission oil -- Outboard Planetary Rear Axles -- Diesel particulate filter -- Hydrostatic power steering -

**HYDRAULICS** -- Electro hydraulic hoe and loader -controls -- Load sensing, variable flow system -with 43 gpm (162 L/min) axial piston -pump -- 6 micron hydraulic filter -- Caterpillar XT-3 hose -- Hydraulic oil cooler -- Pilot control shutoff switch -- Flow-sharing hydraulic valves -- Hydraulic suction strainer -

**ELECTRICAL** -- 12 volt electrical start -- 150 ampere alternator -- Horn, front and rear -- Backup alarm -- Hazard flashers/turn signals -- Halogen head lights (2) -- Halogen rear flood lights (2) -- Stop and tail lights -- Audible system fault alarm -- Key start/stop system -- 850 CCA maintenance free battery -- Battery disconnect switch -- External Power Receptacle (12v) -- Diagnostic ports for engine and -machine Electronic Control Modules -

**OPERATOR ENVIRONMENT** -- Interior rearview mirror -- ROPS canopy, Rear Fenders -- 2-inch (50mm) retractable seat belt -- Tilt steering column -- Steering knob -- Hand and foot throttle -- Automatic Engine Speed Control -- One Touch Low Idle -- Floor mat and Coat Strap -- Lockable storage area -- Air suspension seat -

**FLUIDS** -- Antifreeze - Extended Life Coolant --20F (-30C)

**OTHER STANDARD EQUIPMENT** -- Standard Storage Box -- Transport tie-down points -- Ground line fill fuel tank with -42.3 gal (160L) capacity & 5 gal (19L) -diesel exhaust fluid -- Rubber impact strips on radiator -guard -- CD-ROM Parts Manual -- Safety Manual -- Operations and Maintenance Manual -- Lockable hood -- Tire Valve Stem Protection

**MACHINE SPECIFICATIONS**

| | |
|---|---|
| 420 XE 07A BACKHOE LOADER CFG1 | 563-5593 |
| LANE 3 ORDER | 0P-9003 |
| ENGINE, 82KW, C3.6 DITA, T4F | 542-7780 |
| SEAT BELT, 3" SUSPENSION | 206-1748 |
| TIRES, 340 80-18/500 70-24, MX | 533-0488 |
| STABILIZER PADS, FLIP-OVER | 9R-6007 |
| BUCKET-MP, 1.4 YD3, IT | 216-8840 |
| CUTTING EDGE, TWO PIECE,WIDE | 9R-5320 |
| BUCKET, HOE, (NONE) | 175-7877 |
| INSTRUCTIONS, ANSI | 559-0872 |
| SERIALIZED TECHNICAL MEDIA KIT | 421-8926 |
| LINES,HYD CPLR 14FT EXT PILOT | 555-2396 |
| COUPLER NONE | 487-6058 |
| PACK, DOMESTIC TRUCK | 0P-0210 |
| SHIPPING/STORAGE PROTECTION | 461-6839 |
| RUST PREVENTATIVE APPLICATOR | 462-1033 |
| TRIM PACKAGE 3 | 642-9534 |
| PRODUCT LINK, CELLULAR, PLE643 | 639-4880 |
| 420 LANE 3 ZCON | 626-9390 |
| BUCKET-HD, 12", 2.8 FT3 | 219-3411 |
| BUCKET-HD, 18", 4.2 FT3 | 219-3386 |
| BUCKET-HD, 24", 6.2 FT3 | 219-3387 |
| BUCKET-HD, 36", 10.3 FT3 | 219-3389 |
| COUPLER, PG, HYDR.D.LOCK, BHL | 485-5303 |
| THUMB, HYDRAULIC, NO TINE, BHL | 282-5409 |
| THUMB, TINE, A 3 | 221-4283 |

**WARRANTY & COVERAGE**

| | |
|---|---|
| Standard Warranty: | 12 MONTHS FULL MACHINE |
| Extended Coverage: | 60 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH |
| CSA | 24 MO / 1,000 HR PARTS ONLY + VISIONLINK CONNECT - QUINN CVA |

| | |
|---|---|
| SELL PRICE | $236,977.17 |
| EXT WARRANTY | Included |
| CSA | Included |
| SOURCE WELL 22% DISCOUNT CONTRACT #011723-CAT | ($52,134.97) |
| PREP AND FREIGHT | $2,500.00 |
| **NET BALANCE DUE** | **$187,342.20** |
| TIRE FEE | $7.00 |
| SALES TAX (9.25%) | $17,329.15 |
| **AFTER TAX BALANCE** | **$204,678.35** |

**PAYMENT TERMS**
SOURCE WELL CONTRACT #011723-CAT

**Accepted by** Philip Schwieder **on** 11/18/2024

Philip Schwieder
**Signature**



# Cat®
# 420 XE

## Backhoe Loader

The Cat® 420 XE Backhoe Loaders delivers exceptional performance, increased fuel efficiency, superior hydraulic system, versatility and an updated operator station. The 420 XE feature the following:

- **Ergonomic Operator Station** – Adjustable Seat Mounted Controls improve ergonomics by increasing operator comfort and legroom. Operators have Loader and Backhoe Controls in the palm of their hands, whether they are facing the Loader, the Backhoe, or sitting off set for better visibility. The new Spring Applied Hydraulically Released (SAHR) Parking Brake is controlled by simply pressing a button.
- **Load Sensing Hydraulics** – The Cat Backhoe Loader's load sensing piston pump provides full hydraulic lifting and digging forces at any engine speed. Variable flow pump matches hydraulic power to work demands.
- **Machine Performance** – The Cat C3.6 engine delivers solid performance and meets U.S. EPA Tier 4 Final/EU Stage V emission standards by utilizing Selective Catalytic Reduction technology with a Diesel Oxidation Catalyst. The system allows the operator to disconnect the machine, even while the diesel exhaust fluid is being purged from the system.
- **Machine Versatility** – The all new Integrated Tool Carrier (IT Coupler) for Single Tilt Loader Arm configurations are available from the factory or for simple field installation. The Cat Backhoe Loader with Integrated Tool Carrier (IT Coupler) will be the most versatile machine on the job site providing quick connection to a variety of Cat Attachments.
- **Cat Attachments** – A large portfolio of Backhoe Loader Attachments, including but not limited to, Quick Couplers (QC), Thumbs, assorted Buckets, and Brooms are available from the factory or for field installation. Cat Backhoe Loaders will be "Dirt Ready" upon delivery.
- **Powershift Transmission** – A Four Speed Powershift Transmission is standard to make shifting gears smooth and as simple as twisting the Powershuttle Lever.
- **Lift Performance** – The redesigned boom cylinder increases lift performance by 15%.

## Specifications

### Engine

| Engine | C3.6 74.5 kW (100 hp) Electronic Turbo Intercooled | | C3.6 82 kW (110 hp) Electronic Turbo Intercooled | |
|---|---|---|---|---|
| Ratings at 2,200 rpm | | | | |
| Gross Power SAE J1995 | 76 kW | 102 hp | 84 kW | 114 hp |
| Gross Power ISO 14396 | 74 kW | 100 hp | 82 kW | 111 hp |
| Net Power Rating at 2,200 rpm | | | | |
| SAE J1349 | 68 kW | 92 hp | 76 kW | 103 hp |
| ISO 9249 | 68 kW | 91 hp | 75 kW | 102 hp |
| Net Peak Power Rating at 1,800 rpm | | | | |
| SAE J1349 | 79 kW | 105 hp | 82 kW | 109 hp |
| ISO 9249 | 78 kW | 105 hp | 82 kW | 109 hp |
| Dimensions | | | | |
| Bore | 98 mm | 3.86 in | 98 mm | 3.86 in |
| Stroke | 120 mm | 4.72 in | 120 mm | 4.72 in |
| Displacement | 3.6 L | 220 $in^3$ | 3.6 L | 220 $in^3$ |
| Torque Rise (net) at 1,400 rpm | 47% | | 48% | |
| SAE J1349 Net | 436 N·m | 322 lb-ft | 485 N·m | 358 lb-ft |
| Power Rating Conditions | | | | |
| No de-rating required up to | 3048 m | 10,000 ft | 3048 m | 10,000 ft |

- Engine meets Tier 4 Final/Stage V emission standards.

### Weights*

| | | |
|---|---|---|
| Operating Weight (estimated) | 7834 kg | 17,271 lb |
| Operating Weight (maximum) (Rollover Protective Structure (ROPS) capacity) | 11 000 kg | 24,251 lb |
| Operating Weight (minimum) | 7384 kg | 16,279 lb |
| Cab, ROPS/Falling Object Protective Structure (FOPS) | 145 kg | 320 lb |
| Power-Shift Transmission | STD | STD |
| Ride Control | 15 kg | 33 lb |
| Air Conditioning | 45 kg | 99 lb |
| All-Wheel Drive | STD | STD |
| Multi Purpose (MP) bucket (0.96 $m^3$/1.25 $yd^3$) | | |
| with fold-over forks | 915 kg | 2,017 lb |
| without fold-over forks | 745 kg | 1,642 lb |
| Loader Quick Coupler | 245 kg | 540 lb |
| Extendible Stick (excludes ft. counterweight) | 270 kg | 595 lb |
| Counterweights, base | 115 kg | 256 lb |
| Stackable, one | 240 kg | 529 lb |
| Maximum | 460 kg | 1,014 lb |

*Machine configuration: standard stick hoe, Open Roll Over Protective Structure (OROPS) canopy, All Wheel Drive (AWD) power shift transmission, 0.96 $m^3$ (1.25 $yd^3$) GP (General Purpose) loader bucket, 610 mm (24 in) standard duty hoe bucket, front 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

CAT®

# 420 XE Backhoe Loader

## Transmission*

**Power Shift Transmission – Standard**

| | | |
|---|---|---|
| Forward – 1st | 5.9 km/h | 3.7 mph |
| 2nd | 9.4 km/h | 5.8 mph |
| 3rd | 20 km/h | 12 mph |
| 4th | 41 km/h | 25 mph |
| Reverse – 1st | 5.9 km/h | 3.7 mph |
| 2nd | 12.4 km/h | 7.7 mph |
| 3rd | 27 km/h | 17 mph |

| | Power-Shift Transmission – Optional | | Power-Shift Transmission with LTC – Optional | |
|---|---|---|---|---|
| Forward – 1st | 5.9 km/h | 3.7 mph | 5.9 km/h | 3.7 mph |
| 2nd | 9.4 km/h | 5.8 mph | 9.4 km/h | 5.8 mph |
| 3rd | 12 km/h | 8 mph | 12 km/h | 8 mph |
| 4th | 20 km/h | 12 mph | 20 km/h | 12 mph |
| 5th | 27 km/h | 17 mph | 27 km/h | 17 mph |
| 5th LTC | — | — | 29 km/h | 18 mph |
| 6th | 41 km/h | 25 mph | 41 km/h | 25 mph |
| 6th LTC** | — | — | 40 km/h | 25 mph |
| Reverse – 1st | 5.9 km/h | 3.7 mph | 5.9 km/h | 3.7 mph |
| 2nd | 12 km/h | 7.7 mph | 12 km/h | 7.7 mph |
| 3rd | 27 km/h | 17 mph | 27 km/h | 17 mph |

*Travel speeds of two wheel drive backhoe loader at full throttle, when equipped with 500/70-24 rear tires.

**Limited by engine speed to 40 km/h (25 mph).

## Axle Ratings

| | | |
|---|---|---|
| Front Axle, AWD | | |
| Static | 23 500 kg | 51,808 lb |
| Dynamic | 9000 kg | 19,841 lb |
| Rear Axle | | |
| Static | 26 500 kg | 58,422 lb |
| Dynamic | 10 000 kg | 22,046 lb |

## Hydraulic System

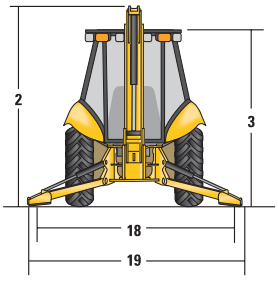
| | | |
|---|---|---|
| Type | Closed Center | |
| Pump Type | Variable-flow, Axial Piston | |
| Pump Capacity @ 2,200 rpm | 187 L/min | 49.4 gal/min |
| System Pressure | | |
| Backhoe | 25 000 kPa | 3,626 psi |
| Loader | 25 000 kPa | 3,626 psi |

## Steering

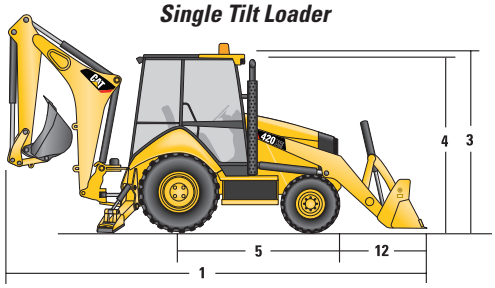
| | | |
|---|---|---|
| Type | Front Wheel Steering | |
| Power Steering | Hydrostatic | |
| One Double-Acting Cylinder | | |
| Bore | 65 mm | 2.6 in |
| Stroke | 106 mm | 4.2 in |
| Rod Diameter | 40 mm | 1.6 in |
| Axle Oscillation | 11° | |
| Turning Circle – (inner wheel not braked) | | |
| Outside front wheels | 8.205 m | 26'11" |
| Outside widest loader bucket | 10.745 m | 35'3" |

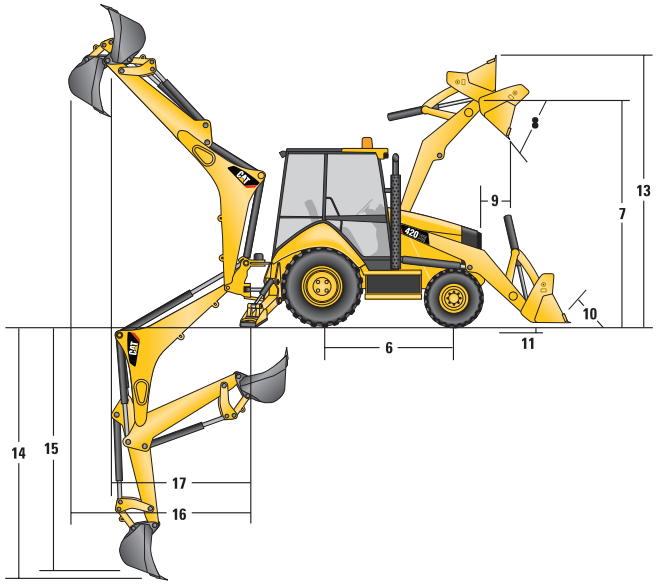
## Service Refill Capacities

| | | |
|---|---|---|
| Cooling System with Air Conditioning | 18.0 L | 4.8 gal |
| Fuel Tank | 160.0 L | 42.3 gal |
| Engine Oil with Filter | 9.0 L | 2.4 gal |
| Diesel Exhaust Fluid (DEF) | 19.0 L | 5.0 gal |
| Transmission – Power shuttle | | |
| AWD | 18.0 L | 4.8 gal |
| Transmission – Power Shift | | |
| AWD | 19.0 L | 5.0 gal |
| Rear Axle | 16.0 L | 4.2 gal |
| Planetaries | 1.7 L | 0.4 gal |
| Front Axle (AWD) | 11.0 L | 2.9 gal |
| Planetaries | 0.7 L | 0.2 gal |
| Hydraulic System | 95.0 L | 25.1 gal |
| Hydraulic Tank | 42.0 L | 11.1 gal |




*Single Tilt Loader*



## Dimensions

Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 $m^3$ (1.25 $yd^3$) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

| | | Single Tilt Loader with Pin-On Buckets | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 0.96 $m^3$ (1.25 $yd^3$) GP | | 1.0 $m^3$ (1.31 $yd^3$) GP | | 1.07 $m^3$ (1.40 $yd^3$) GP | | 1.15 $m^3$ (1.50 $yd^3$) GP | | 1.0 $m^3$ (1.31 $yd^3$) MP | | 1.07 $m^3$ (1.40 $yd^3$) MP | |
| 1 | Overall Length (loader on ground) – S-Stick – mm (ft/in) | 7132 | (23'5") | 7087 | (23'3") | 7153 | (23'6") | 7153 | (23'6") | 7060 | (23'2") | 7060 | (23'2") |
| | Overall Length (loader on ground) – E-Stick – mm (ft/in) | 7138 | (23'5") | 7093 | (23'3") | 7158 | (23'6") | 7158 | (23'6") | 7066 | (23'2") | 7066 | (23'2") |
| | Overall Transport Length – S-Stick – mm (ft/in) | 7163 | (23'6") | 7130 | (23'5") | 7201 | (23'7") | 7201 | (23'7") | 7131 | (23'5") | 7131 | (23'5") |
| | Overall Transport Length – E-Stick – mm (ft/in) | 7190 | (23'7") | 7135 | (23'5") | 7206 | (23'8") | 7206 | (23'8") | 7136 | (23'5") | 7136 | (23'5") |
| 2 | Overall Transport Height – Standard Stick – mm (ft/in) | 3645 | (12'0") | 3645 | (12'0") | 3645 | (12'0") | 3645 | (12'0") | 3645 | (12'0") | 3645 | (12'0") |
| | Overall Transport Height – Extendible Stick – mm (ft/in) | 3665 | (12'0") | 3665 | (12'0") | 3665 | (12'0") | 3665 | (12'0") | 3665 | (12'0") | 3665 | (12'0") |
| | Overall Width – mm (ft/in) | 2248 | (7'5") | 2248 | (7'5") | 2248 | (7'5") | 2248 | (7'5") | 2248 | (7'5") | 2248 | (7'5") |
| 3 | Height to Top of Cab/Canopy – mm (ft/in) | 2815 | (9'3") | 2815 | (9'3") | 2815 | (9'3") | 2815 | (9'3") | 2815 | (9'3") | 2815 | (9'3") |
| 4 | Height to Top of Exhaust Stack – mm (ft/in) | 2720 | (8'11") | 2720 | (8'11") | 2720 | (8'11") | 2720 | (8'11") | 2720 | (8'11") | 2720 | (8'11") |
| | Height to Loader Hinge Pin (transport) – mm (ft/in) | 378 | (1'3") | 378 | (1'3") | 422 | (1'5") | 422 | (1'5") | 420 | (1'5") | 420 | (1'5") |
| | Ground Clearance (Left Hand [LH] step) – mm (ft/in) | 316 | (1'0") | 316 | (1'0") | 316 | (1'0") | 316 | (1'0") | 316 | (1'0") | 316 | (1'0") |
| | Ground Clearance (AWD guard) – mm (ft/in) | 312 | (1'0") | 312 | (1'0") | 312 | (1'0") | 312 | (1'0") | 312 | (1'0") | 312 | (1'0") |
| | Ground Clearance (485 kg/1,070 lb counterweight) – mm (ft/in) | 289 | (0'11") | 289 | (0'11") | 289 | (0'11") | 289 | (0'11") | 289 | (0'11") | 289 | (0'11") |
| 5 | Rear Axle Centerline to Front Grill – mm (ft/in) | 2706 | (8'11") | 2706 | (8'11") | 2706 | (8'11") | 2706 | (8'11") | 2706 | (8'11") | 2706 | (8'11") |
| | Front Wheel Tread Gauge – mm (ft/in) | 1895 | (6'3") | 1895 | (6'3") | 1895 | (6'3") | 1895 | (6'3") | 1895 | (6'3") | 1895 | (6'3") |
| | Rear Wheel Tread Gauge – mm (ft/in) | 1728 | (5'8") | 1728 | (5'8") | 1728 | (5'8") | 1728 | (5'8") | 1728 | (5'8") | 1728 | (5'8") |
| 6 | Wheelbase – mm (ft/in) | 2200 | (7'3") | 2200 | (7'3") | 2200 | (7'3") | 2200 | (7'3") | 2200 | (7'3") | 2200 | (7'3") |

| | | Single Tilt Loader with Quick Coupler | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 0.96 $m^3$ (1.25 $yd^3$) GP | | 1.0 $m^3$ (1.31 $yd^3$) GP | | 1.15 $m^3$ (1.50 $yd^3$) GP | | 1.0 $m^3$ (1.31 $yd^3$) MP | | 1.07 $m^3$ (1.40 $yd^3$) MP | |
| 1 | Overall Length (loader on ground) – S-Stick – mm (ft/in) | 7314 | (24'0") | 7269 | (23'10") | 7311 | (24'0") | 7221 | (23'8") | 7221 | (23'8") |
| | Overall Length (loader on ground) – E-Stick – mm (ft/in) | 7319 | (24'0") | 7275 | (23'10") | 7316 | (24'0") | 7226 | (23'9") | 7226 | (23'9") |
| | Overall Transport Length – S-Stick – mm (ft/in) | 7290 | (23'11") | 7257 | (23'10") | 7288 | (23'11") | 7219 | (23'8") | 7219 | (23'8") |
| | Overall Transport Length – E-Stick – mm (ft/in) | 7296 | (23'11") | 7262 | (23'10") | 7294 | (23'11") | 7224 | (23'8") | 7224 | (23'8") |
| 2 | Overall Transport Height – Standard Stick – mm (ft/in) | 3645 | (12'0") | 3645 | (12'0") | 3645 | (12'0") | 3645 | (12'0") | 3645 | (12'0") |
| | Overall Transport Height – Extendible Stick – mm (ft/in) | 3665 | (12'0") | 3665 | (12'0") | 3665 | (12'0") | 3665 | (12'0") | 3665 | (12'0") |
| | Overall Width – mm (ft/in) | 2248 | (7'5") | 2248 | (7'5") | 2248 | (7'5") | 2248 | (7'5") | 2248 | (7'5") |
| 3 | Height to Top of Cab/Canopy – mm (ft/in) | 2815 | (9'3") | 2815 | (9'3") | 2815 | (9'3") | 2815 | (9'3") | 2815 | (9'3") |
| 4 | Height to Top of Exhaust Stack – mm (ft/in) | 2720 | (8'11") | 2720 | (8'11") | 2720 | (8'11") | 2720 | (8'11") | 2720 | (8'11") |
| | Height to Loader Hinge Pin (transport) – mm (ft/in) | 345 | (1'2") | 346 | (1'2") | 346 | (1'2") | 344 | (1'2") | 344 | (1'2") |
| | Ground Clearance (LH step) – mm (ft/in) | 316 | (1'0") | 316 | (1'0") | 316 | (1'0") | 316 | (1'0") | 316 | (1'0") |
| | Ground Clearance (AWD guard) – mm (ft/in) | 312 | (1'0") | 312 | (1'0") | 312 | (1'0") | 312 | (1'0") | 312 | (1'0") |
| | Ground Clearance (485 kg/1,070 lb counterweight) – mm (ft/in) | 289 | (0'11") | 289 | (0'11") | 289 | (0'11") | 289 | (0'11") | 289 | (0'11") |
| 5 | Rear Axle Centerline to Front Grill – mm (ft/in) | 2706 | (8'11") | 2706 | (8'11") | 2706 | (8'11") | 2706 | (8'11") | 2706 | (8'11") |
| | Front Wheel Tread Gauge – mm (ft/in) | 1895 | (6'3") | 1895 | (6'3") | 1895 | (6'3") | 1895 | (6'3") | 1895 | (6'3") |
| | Rear Wheel Tread Gauge – mm (ft/in) | 1728 | (5'8") | 1728 | (5'8") | 1728 | (5'8") | 1728 | (5'8") | 1728 | (5'8") |
| 6 | Wheelbase – mm (ft/in) | 2200 | (7'3") | 2200 | (7'3") | 2200 | (7'3") | 2200 | (7'3") | 2200 | (7'3") |

## Dimensions

Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m³ (1.25 yd³) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

## Loader Bucket Dimensions and Performance

| | | Single Tilt Loader with Pin-On Buckets | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 0.96 m³ (1.25 yd³) GP | | 1.0 m³ (1.31 yd³) GP | | 1.07 m³ (1.40 yd³) GP | | 1.15 m³ (1.50 yd³) GP | | 1.0 m³ (1.31 yd³) MP | | 1.07 m³ (1.40 yd³) MP | |
| | Capacity (SAE rated) – m³ (yd³) | 0.96 | (1.26) | 1.00 | (1.31) | 1.07 | (1.40) | 1.15 | (1.50) | 1.00 | (1.31) | 1.07 | (1.40) |
| | Overall Bucket Width – mm (in) | 2262 | (89) | 2406 | (95) | 2262 | (89) | 2406 | (95) | 2279 | (90) | 2425 | (95) |
| | Lift Capacity at Maximum Height – kg (lb) | 3280 | (7,230) | 3286 | (7,245) | 3213 | (7,084) | 3192 | (7,038) | 3059 | (6,745) | 3047 | (6,717) |
| | Lift Breakout Force – N (lbf) | 50 179 | (11,280) | 50 941 | (11,452) | 49 644 | (11,160) | 49 467 | (11,120) | 49 114 | (11,041) | 49 017 | (11,019) |
| | Tilt Breakout Force – N (lbf) | 49 891 | (11,216) | 53 037 | (11,923) | 50 945 | (11,452) | 50 834 | (11,428) | 56 242 | (12,643) | 56 166 | (12,626) |
| | Tipping Load at Breakout Point – kg (lb) | 6663 | (14,689) | 6821 | (15,038) | 6562 | (14,467) | 6545 | (14,430) | 6699 | (14,769) | 6690 | (14,748) |
| 7 | Maximum Hinge Pin Height – mm (ft/in) | 3488 | (11'5") | 3488 | (11'5") | 3488 | (11'5") | 3488 | (11'5") | 3488 | (11'5") | 3488 | (11'5") |
| 8 | Dump Angle at Full Height – degrees | 44° | | 44° | | 44° | | 44° | | 44° | | 44° | |
| | Dump Height at Maximum Angle – mm (ft/in) | 2758 | (9'1") | 2790 | (9'2") | 2736 | (9'0") | 2736 | (9'0") | 2803 | (9'2") | 2803 | (9'2") |
| 9 | Dump Reach at Maximum Angle – mm (ft/in) | 807 | (2'8") | 774 | (2'6") | 773 | (2'6") | 773 | (2'6") | 722 | (2'4") | 722 | (2'4") |
| 10 | Maximum Bucket Rollback at Ground Level – degrees | 36° | | 36° | | 37° | | 37° | | 37° | | 37° | |
| 11 | Digging Depth – mm (ft/in) | 70 | (0'3") | 70 | (0'3") | 110 | (0'4") | 110 | (0'4") | 97 | (0'4") | 97 | (0'4") |
| | Maximum Grading Angle – degrees | 113° | | 114° | | 114° | | 114° | | 116° | | 116° | |
| | Width of Dozer Cutting Edge – mm (ft/in) | N/A | | N/A | | N/A | | N/A | | 2262 | (7'5") | 2406 | (7'11") |
| 12 | Grill to Bucket Cutting Edge, Carry Position – mm (ft/in) | 1480 | (4'10") | 1447 | (4'9") | 1518 | (5'0") | 1517 | (5'0") | 1447 | (4'9") | 1447 | (4'9") |
| 13 | Maximum Operating Height – mm (ft/in) | 4356 | (14'3") | 4354 | (14'3") | 4366 | (14'4") | 4397 | (14'5") | 4378 | (14'4") | 4407 | (14'6") |
| | Jaw Opening Maximum – mm (ft/in) | N/A | | N/A | | N/A | | N/A | | 843 | (2'9") | 843 | (2'9") |
| | Bucket Jaw Clamping Force – N (lbf) | N/A | | N/A | | N/A | | N/A | | 40 160 | (9,028) | 40 261 | (9,051) |
| | Weight (does not include teeth or forks) – kg (lb) | 451 | (994) | 462 | (1,019) | 473 | (1,043) | 493 | (1,087) | 745 | (1,642) | 774 | (1,706) |

| | | Single Tilt Loader with Quick Coupler | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 0.96 m³ (1.25 yd³) GP | | 1.0 m³ (1.31 yd³) GP | | 1.15 m³ (1.50 yd³) GP | | 1.0 m³ (1.31 yd³) MP | | 1.07 m³ (1.40 yd³) MP | |
| | Capacity (SAE rated) – m³ (yd³) | 0.96 | (1.26) | 1.00 | (1.31) | 1.15 | (1.50) | 1.00 | (1.31) | 1.07 | (1.40) |
| | Overall Bucket Width – mm (in) | 2262 | (89) | 2406 | (95) | 2406 | (95) | 2279 | (90) | 2425 | (95) |
| | Lift Capacity at Maximum Height – kg (lb) | 3361 | (7410) | 3364 | (7416) | 3328 | (7336) | 3245 | (7153) | 3207 | (7069) |
| | Lift Breakout Force – N (lbf) | 51 954 | (11,679) | 52 665 | (11,839) | 51 662 | (11,614) | 51 690 | (11,620) | 51 431 | (11,562) |
| | Tilt Breakout Force – N (lbf) | 51 516 | (11,581) | 54 168 | (12,177) | 51 227 | (11,516) | 55 471 | (12,470) | 55 300 | (12,431) |
| | Tipping Load at Breakout Point – kg (lb) | 5883 | (12,971) | 6007 | (13,243) | 5858 | (12,915) | 5982 | (13,187) | 5957 | (13,132) |
| 7 | Maximum Hinge Pin Height – mm (ft/in) | 3488 | (11'5") | 3488 | (11'5") | 3488 | (11'5") | 3488 | (11'5") | 3488 | (11'5") |
| 8 | Dump Angle at Full Height – degrees | 44° | | 44° | | 44° | | 44° | | 44° | |
| | Dump Height at Maximum Angle – mm (ft/in) | 2623 | (8'7") | 2654 | (8'9") | 2625 | (8'7") | 2690 | (8'10") | 2690 | (8'10") |
| 9 | Dump Reach at Maximum Angle – mm (ft/in) | 887 | (2'11") | 855 | (2'10") | 886 | (2'11") | 832 | (2'9") | 832 | (2'9") |
| 10 | Maximum Bucket Rollback at Ground Level – degrees | 37° | | 37° | | 37° | | 37° | | 37° | |
| 11 | Digging Depth – mm (ft/in) | 111 | (0'4") | 111 | (0'4") | 110 | (0'4") | 101 | (0'4") | 101 | (0'4") |
| | Maximum Grading Angle – degrees | 109° | | 110° | | 109° | | 111° | | 111° | |
| | Width of Dozer Cutting Edge – mm (ft/in) | N/A | | N/A | | N/A | | 2262 | (7'5") | 2406 | (7'11") |
| 12 | Grill to Bucket Cutting Edge, Carry Position – mm (ft/in) | 1607 | (5'3") | 1573 | (5'2") | 1605 | (5'3") | 1535 | (5'0") | 1535 | (5'0") |
| 13 | Maximum Operating Height – mm (ft/in) | 4439 | (14'7") | 4406 | (14'5") | 4484 | (14'9") | 4476 | (14'8") | 4531 | (14'10") |
| | Jaw Opening Maximum – mm (ft/in) | N/A | | N/A | | N/A | | 843 | (2'9") | 843 | (2'9") |
| | Bucket Jaw Clamping Force – N (lbf) | N/A | | N/A | | N/A | | 40 185 | (9,034) | 40 286 | (9,056) |
| | Weight (does not include teeth or forks) – kg (lb) | 447 | (985) | 457 | (1,008) | 481 | (1,060) | 724 | (1,596) | 753 | (1,660) |

## Dimensions

Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 $m^3$ (1.25 $yd^3$) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

## Backhoe Dimensions and Performance

| | | Standard Stick | | E-Stick Retracted | | E-Stick Extended | |
|---|---|---|---|---|---|---|---|
| **14** | Digging Depth, SAE (max.) – mm (ft/in) | 4278 | (14'0") | 4319 | (14'2") | 5372 | (17'7") |
| **15** | Digging Depth, 2440 mm (8 ft) Flat Bottom – mm (ft/in) | 3900 | (12'10") | 3944 | (12'11") | 5074 | (16'8") |
| | Digging Depth, 610 mm (2 ft) Flat Bottom – mm (ft/in) | 4240 | (13'11") | 4280 | (14'1") | 5335 | (17'6") |
| | Reach from Rear Axle Centerline at Ground Line – mm (ft/in) | 6690 | (21'11") | 6726 | (22'1") | 7731 | (25'4") |
| **16** | Reach from Swing Pivot at Ground Line – mm (ft/in) | 5600 | (18'4") | 5636 | (18'6") | 6641 | (21'9") |
| | Maximum Operating Height – mm (ft/in) | 5598 | (18'4") | 5622 | (18'5") | 6364 | (20'11") |
| | Loading Height – mm (ft/in) | 3709 | (12'2") | 3666 | (12'0") | 4237 | (13'11") |
| **17** | Loading Reach – mm (ft/in) | 1845 | (6'1") | 1932 | (6'4") | 2850 | (9'4") |
| | Swing Arc | 180° | | 180° | | 180° | |
| | Bucket Rotation | 205° | | 204° | | 204° | |
| **18** | Stabilizer Spread, Operating Position (center) – mm (ft/in) | 3310 | (10'10") | 3310 | (10'10") | 3310 | (10'10") |
| | Stabilizer Spread, Operating Position (outside) – mm (ft/in) | 3770 | (12'4") | 3770 | (12'4") | 3770 | (12'4") |
| | Stabilizer Spread, Transport Position – mm (ft/in) | 2322 | (7'7") | 2322 | (7'7") | 2322 | (7'7") |
| | Bucket Dig Force – N (lbf) | 64 193 | (14,431) | 63 292 | (14,229) | 63 292 | (14,229) |
| | Stick Dig Force – N (lbf) | 43 529 | (9,786) | 43 395 | (9,756) | 31 684 | (7,123) |

## Dimensions with Forks/Material Handling Arm

| Fork Tine Length | 1070 mm (3'6") | | 1220 mm (4'0") | | 1370 mm (4'10") | |
|---|---|---|---|---|---|---|
| Operating Load (SAE J1197) – kg (lb) | 2295 | (5,060) | 2221 | (4,897) | 2135 | (4,708) |
| SAE Load Center – mm (in) | 535 | (1'9") | 610 | (2'0") | 685 | (2'3") |
| Operating Load (CEN 474-4) – kg (lb) | 2352 | (5,186) | 2337 | (5,151) | 2320 | (5,115) |
| CEN Load Center – mm (ft/in) | 500 | (1'8") | 500 | (1'8") | 500 | (1'8") |
| Overall Length (A) (forks on ground) – mm (ft/in) | 7648 | (25'1") | 7798 | (25'7") | 7948 | (26'1") |
| Reach at Ground (from grill to heel of fork) – mm (ft/in) | 939 | (3'1") | 939 | (3'1") | 938 | (3'1") |
| Maximum Reach (from grill to heel of fork) – mm (ft/in) | 1524 | (5'0") | 1524 | (5'0") | 1524 | (5'0") |
| Fork Height at Maximum Reach – mm (ft/in) | 1619 | (5'4") | 1619 | (5'4") | 1619 | (5'4") |
| Reach at Maximum Height (from grill to heel of fork) – mm (ft/in) | 749 | (2'5") | 749 | (2'5") | 749 | (2'5") |
| Maximum Fork Height – mm (ft/in) | 3418 | (11'3") | 3418 | (11'3") | 3418 | (11'3") |
| Maximum Fork Depth (below ground level) – mm (ft/in) | –38 | (–1'11") | –38 | (–1'10") | –39 | (–1'10") |

| Material Handling Arm Position | Retracted | | Mid-Position | | Extended | |
|---|---|---|---|---|---|---|
| Operating Load (SAE J1197 and CEN 474-4) – kg (lb)* | 1524 | (3,360) | 1030 | (2,271) | 758 | (1,671) |
| Overall Length, Maximum – mm (ft/in) | 8904 | (29'3") | 9904 | (32'6") | 10 902 | (35'9") |
| Reach at Maximum Depth (from machine nose) – mm (ft/in) | 544 | (1'9") | 550 | (1'10") | 557 | (1'10") |
| Maximum Depth – mm (ft/in) | 2618 | (8'7") | 3618 | (11'10") | 4616 | (15'2") |
| Maximum Reach (from machine nose) – mm (ft/in) | 3221 | (10'7") | 4221 | (13'10") | 5219 | (17'1") |
| Height at Maximum Reach – mm (ft/in) | 1118 | (3'8") | 1124 | (3'8") | 1130 | (3'8") |
| Reach at Maximum Height (from machine nose) – mm (ft/in) | 1783 | (5'10") | 2473 | (8'1") | 3161 | (10'4") |
| Maximum Height – mm (ft/in) | 4445 | (14'7") | 5169 | (16'11") | 5891 | (19'4") |

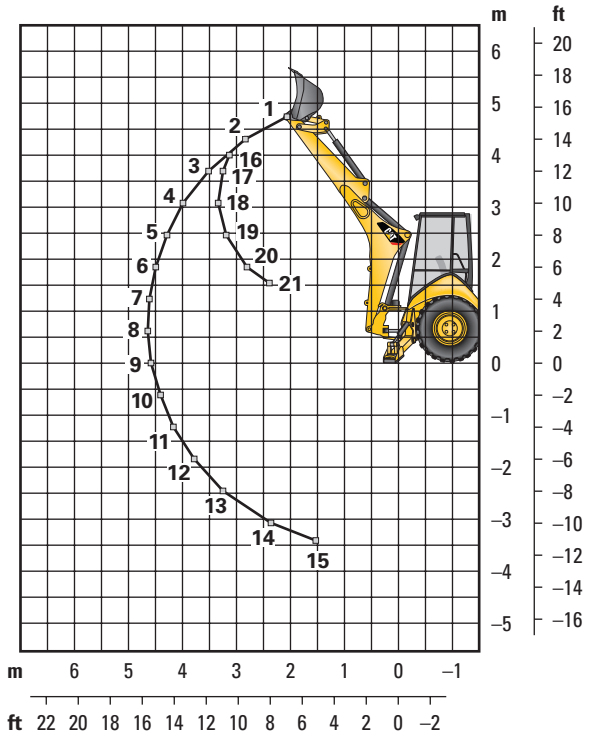
*These numbers are hydraulically limited.

# 420 XE Backhoe Loader

## Backhoe Lift Capacity

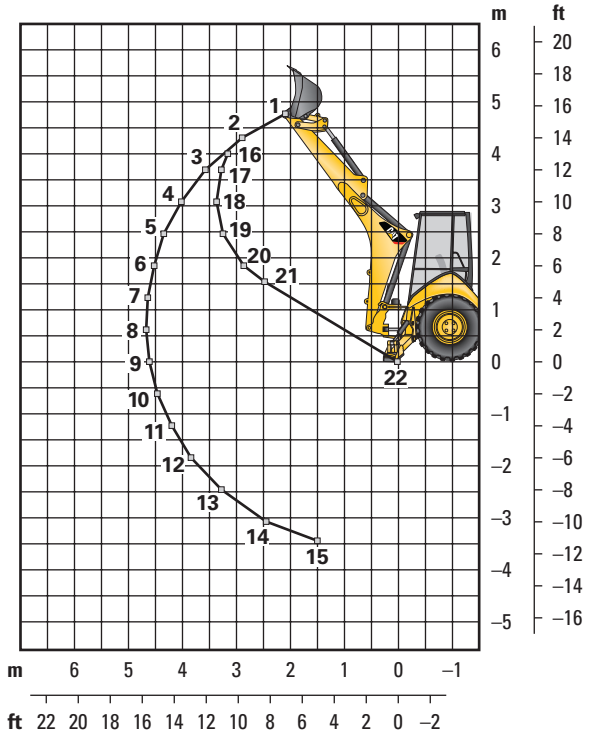
### Cat 420 XE Standard Stick

| Boom Lifting | kg | lb |
|---|---|---|
| 1 | 1842 | 4,060 |
| 2 | 2009 | 4,429 |
| 3 | 2008 | 4,427 |
| 4 | 1951 | 4,301 |
| 5 | 1880 | 4,145 |
| 6 | 1808 | 3,986 |
| 7 | 1739 | 3,833 |
| 8 | 1673 | 3,689 |
| 9 | 1613 | 3,556 |
| 10 | 1558 | 3,435 |
| 11 | 1509 | 3,327 |
| 12 | 1468 | 3,237 |
| 13 | 1441 | 3,176 |
| 14 | 1455 | 3,208 |
| 15 | 1590 | 3,506 |
| **Stick Lifting** | | |
| 16 | 2170 | 4,785 |
| 17 | 2642 | 5,823 |
| 18 | 2933 | 6,465 |
| 19 | 3069 | 6,767 |
| 20 | 3626 | 7,994 |
| 21 | 4441 | 9,790 |




### Cat 420 XE Extendible Stick – Retracted

| Boom Lifting | kg | lb |
|---|---|---|
| 1 | 1658 | 3,656 |
| 2 | 1814 | 3,999 |
| 3 | 1806 | 3,982 |
| 4 | 1748 | 3,853 |
| 5 | 1677 | 3,696 |
| 6 | 1604 | 3,536 |
| 7 | 1534 | 3,382 |
| 8 | 1468 | 3,236 |
| 9 | 1407 | 3,101 |
| 10 | 1350 | 2,976 |
| 11 | 1299 | 2,864 |
| 12 | 1255 | 2,766 |
| 13 | 1221 | 2,692 |
| 14 | 1219 | 2,687 |
| 15 | 1333 | 2,938 |
| **Stick Lifting** | | |
| 16 | 2019 | 4,451 |
| 17 | 2467 | 5,438 |
| 18 | 2729 | 6,016 |
| 19 | 2854 | 6,292 |
| 20 | 3359 | 7,405 |
| 21 | 4057 | 8,944 |
| 22 | 0 | 0 |

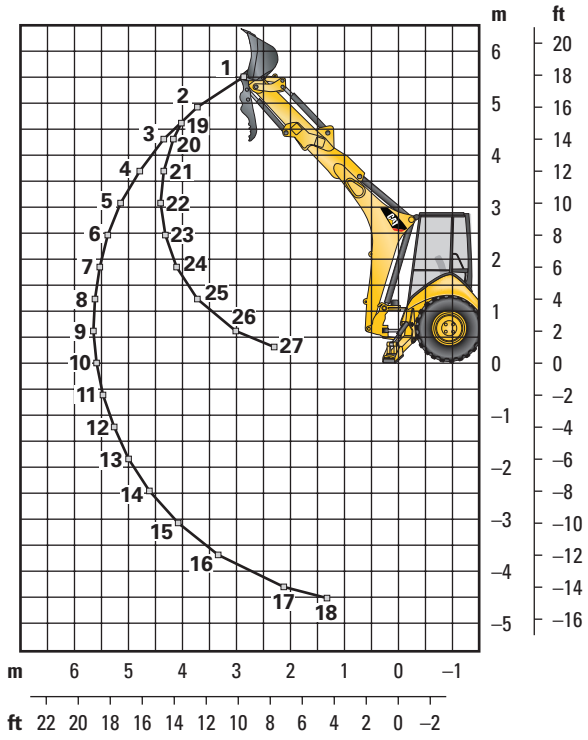



Lift capacities are over-end values calculated according to SAE J31. Values are 87% of the maximum lift force available.
Machine equipped with AWD, OROPS, 0.96 $m^3$ (1.25 $yd^3$) general purpose bucket and and 240 kg (530 lb) counterweight.
Extendible stick includes 460 kg (1,015 lb) counterweight.

## Backhoe Lift Capacity

**Cat 420 XE Extendible Stick – Extended**

| Boom Lifting | | kg | lb |
|---|---|---|---|
| | 1 | 984 | 2,169 |
| | 2 | 1191 | 2,625 |
| | 3 | 1216 | 2,681 |
| | 4 | 1119 | 2,467 |
| | 5 | 1065 | 2,347 |
| | 6 | 1039 | 2,290 |
| | 7 | 1036 | 2,283 |
| | 8 | 1052 | 2,320 |
| | 9 | 1090 | 2,403 |
| | 10 | 1105 | 2,436 |
| | 11 | 1079 | 2,379 |
| | 12 | 1056 | 2,328 |
| | 13 | 1037 | 2,287 |
| | 14 | 1026 | 2,261 |
| | 15 | 1027 | 2,263 |
| | 16 | 1058 | 2,332 |
| | 17 | 1243 | 2,740 |
| | 18 | 1694 | 3,734 |
| **Stick Lifting** | | | |
| | 19 | 928 | 2,046 |
| | 20 | 1159 | 2,555 |
| | 21 | 1485 | 3,273 |
| | 22 | 1715 | 3,782 |
| | 23 | 1912 | 4,216 |
| | 24 | 2052 | 4,525 |
| | 25 | 2343 | 5,165 |
| | 26 | 3105 | 6,845 |
| | 27 | 4455 | 9,821 |




Lift capacities are over-end values calculated according to SAE J31. Values are 87% of the maximum lift force available.
Machine equipped with AWD, OROPS, 0.96 $m^3$ (1.25 $yd^3$) general purpose bucket and 240 kg (530 lb) counterweight.
Extendible stick includes 460 kg (1,015 lb) counterweight.

## Counterweights (Minimum Counterweight Recommendations)

| Standard Stick | Pin-On Bucket | | Loader QC | |
|---|---|---|---|---|
| Loader Bucket | kg | lb | kg | lb |
| GP | 240 | 530 | 0 | 0 |
| MP | 0 | 0 | 0 | 0 |
| Forks | N/A | N/A | 0 | 0 |
| Material Handling Arm | N/A | N/A | 0 | 0 |

| Extendible Stick | Pin-On Bucket | | Loader QC | |
|---|---|---|---|---|
| Loader Bucket | kg | lb | kg | lb |
| GP | 460 | 1,015 | 240 | 530 |
| MP | 240 | 530 | 0 | 0 |
| Forks | N/A | N/A | 240 | 530 |
| Material Handling Arm | N/A | N/A | 240 | 530 |

## Backhoe Buckets (With weld on adapters and pin-on teeth)

### Standard Duty

| Width | | Rated Capacity | | Weight | | No. of Teeth |
|---|---|---|---|---|---|---|
| mm | in | L | ft³ | kg | lb | |
| 305 | 12 | 80 | 2.8 | 111 | 245 | 3 |
| 457 | 18 | 120 | 4.2 | 122 | 268 | 4 |
| 610 | 24 | 180 | 6.4 | 141 | 311 | 5 |
| 762 | 30 | 230 | 8.1 | 157 | 345 | 5 |
| 914 | 36 | 290 | 10.2 | 176 | 388 | 6 |

### Heavy Duty

| Width | | Rated Capacity | | Weight | | No. of Teeth |
|---|---|---|---|---|---|---|
| mm | in | L | ft³ | kg | lb | |
| 305 | 12 | 80 | 2.8 | 121 | 266 | 3 |
| 406 | 16 | 110 | 3.9 | 128 | 282 | 3 |
| 457 | 18 | 120 | 4.2 | 135 | 299 | 4 |
| 610 | 24 | 180 | 6.4 | 160 | 353 | 5 |
| 762 | 30 | 230 | 8.1 | 177 | 391 | 5 |
| 914 | 36 | 290 | 10.2 | 201 | 443 | 6 |

### Soil Excavation

| Width | | Rated Capacity | | Weight | | No. of Teeth |
|---|---|---|---|---|---|---|
| mm | in | L | ft³ | kg | lb | |
| 457 | 18 | 180 | 6.4 | 155 | 341 | 4 |
| 610 | 24 | 240 | 8.5 | 182 | 402 | 5 |
| 762 | 30 | 320 | 11.3 | 206 | 454 | 5 |
| 914 | 36 | 380 | 13.4 | 233 | 513 | 6 |

### Rock

| Width | | Rated Capacity | | Weight | | No. of Teeth |
|---|---|---|---|---|---|---|
| mm | in | L | ft³ | kg | lb | |
| 305 | 12 | 70 | 2.5 | 127 | 279 | 3 |
| 457 | 18 | 130 | 4.6 | 146 | 322 | 4 |
| 610 | 24 | 200 | 7.1 | 174 | 384 | 5 |
| 762 | 30 | 270 | 9.5 | 197 | 434 | 5 |
| 914 | 36 | 330 | 11.7 | 224 | 493 | 6 |

### Coral

| Width | | Rated Capacity | | Weight | | No. of Teeth |
|---|---|---|---|---|---|---|
| mm | in | L | ft³ | kg | lb | |
| 305 | 12 | 60 | 2.1 | 134 | 295 | 4 |
| 457 | 18 | 100 | 3.5 | 155 | 341 | 6 |
| 610 | 24 | 140 | 4.9 | 182 | 402 | 8 |
| 762 | 30 | 190 | 6.7 | 210 | 463 | 10 |

# 420 XE Environmental Declaration

The following information applies to the machine at the time of final manufacture as configured for sale in the regions covered in this document. The content of this declaration is valid as of the date issued; however, content related to machine features and specifications are subject to change without notice. For additional information, please see the machine's Operation and Maintenance Manual.

For more information on sustainability in action and our progress, please visit https://www.caterpillar.com/en/company/sustainability.

## Engine

- The Cat® C3.6 engine meets U.S. EPA Tier 4 Final and EU Stage V emission standards.
- Cat diesel engines are required to use ULSD (ultra-low sulfur diesel fuel with 15 ppm of sulfur or less) or ULSD blended with the following lower-carbon intensity fuels up to:
  - ✓ 20% biodiesel FAME (fatty acid methyl ester)
  - ✓ 100% renewable diesel, HVO (hydrotreated vegetable oil) and GTL (gas-to-liquid) fuels

  Refer to guidelines for successful application. Please consult your Cat dealer or "Caterpillar Machine Fluids Recommendations" (SEBU6250) for details.

## Air Conditioning System

- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.6 kg (3.5 lb) of refrigerant which has a $CO_2$ equivalent of 2.3 metric tonnes (2.5 tons).

## Paint

- Based on best available knowledge, the maximum allowable concentration, measured in parts per million (PPM), of the following heavy metals in paint are:
  - Barium < 0.01%
  - Cadmium < 0.01%
  - Chromium < 0.01%
  - Lead < 0.01%

## Sound Performance

Operator Sound Pressure Level (ISO 6396:2008) – 76 dB(A)*

Exterior Sound Power Level (ISO 6395:2008) – 101 dB(A)

*Measurements were conducted with properly installed and maintained cab doors and windows closed.

## Oils and Fluids

- Caterpillar factory fills with ethylene glycol coolants. Cat Diesel Engine Antifreeze/Coolant (DEAC) and Cat Extended Life Coolant (ELC) can be recycled. Consult your Cat dealer for more information.
- Cat Bio HYDO™ Advanced is an EU Ecolabel approved biodegradable hydraulic oil.
- Additional fluids are likely to be present, please consult the Operations and Maintenance Manual or the Application and Installation guide for complete fluid recommendations and maintenance intervals.

## Features and Technology

- The following features and technology may contribute to fuel savings and/or carbon reduction. Features may vary. Consult your Cat dealer for details.
  - Save fuel and reduce your greenhouse gas emissions with efficiency features such as operator control modes selectable through the display and with fuel management modes.
  - Extended maintenance intervals not only reduce downtime but decrease the amount of fluid and filters that are replaced over the life of the machine.
  - Auto Idle helps reduce unnecessary fuel burn and greenhouse gas emissions by allowing the engine to automatically go into idle mode when the machine is not working.

## Recycling

- The materials included in machines are categorized as below with approximate weight percentage. Because of variations of product configurations, the following values in the table may vary.

| Material Type | Weight Percentage |
|---|---|
| Steel | 60.51% |
| Iron | 16.77% |
| Nonferrous Metal | 3.29% |
| Mixed Metal | 0.63% |
| Mixed-Metal and Nonmetal | 1.03% |
| Plastic | 2.13% |
| Rubber | 3.01% |
| Mixed Nonmetallic | 0.03% |
| Fluid | 4.17% |
| Other | 6.33% |
| Uncategorized | 2.10% |
| Total | 100.00% |

- A machine with higher recyclability rate will ensure more efficient usage of valuable natural resources and enhance End-of-Life value of the product. According to ISO 16714:2008 (Earthmoving machinery – Recyclability and recoverability – Terminology and calculation method), recyclability rate is defined as percentage by mass (mass fraction in percent) of the new machine potentially able to be recycled, reused, or both.

  All parts in the bill of material are first evaluated by component type based on a list of components defined by the ISO 16714:2008 and Japan CEMA (Construction Equipment Manufacturers Association) standards. Remaining parts are further evaluated for recyclability based on material type.

  Because of variations of product configurations, the following value in the table may vary.

Recyclability – 92%

## STANDARD EQUIPMENT

- Adjustable auxiliary controls, backhoe loader
- Air cleaner
- Alarm, back-up
- Audible system fault alarm
- Automatic Engine Speed Control (AESC)
- Battery, maintenance-free, 850 CCA
- Battery disconnect switch
- Boom transport lock
- Brace, lift cylinder
- Brake, parking, Spring Applied Hydraulically Released (SAHR)
- Brakes, hydraulically boosted, oil disc, dual pedals, interlocking
- Bucket level indicator
- Canopy, ROPS/FOPS
- Cat cushion swing system
- Coat restraint
- Coolant/antifreeze, extended life
- Dome light (cab only)
- Diagnostic port for engine, machine and gauge cluster Electronic Control Modules
- Differential lock, loader joystick
- Drink holders, two
- Engine, Cat C3.6 (Direct Injection Turbocharged), meets Tier 4 Final/Stage V emission standards, Selective Catalytic Reduction, Diesel Oxidation Catalyst (DOC)
- Engine enclosure, sound suppression, removable side panels
- Face seals, O-ring
- Fan, suction and guard
- Fast reversing shuttle, all gears
- Fenders, rear
- Filters, spin-on: fuel, engine oil, transmission oil, water separator
- Filters, bowl and cartridge: hydraulic fluid
- Flashing hazards/signal lights
- Floor mat
- Four wheel drive
- Four wheel drive shaft guard
- Fuel tank, fully enclosed
- Fully hinged front grill for cooling package cleaning access
- Gauge cluster: coolant temperature, fuel level, torque converter temperature, DEF level
- Ground level fuel fill and DEF fill
- Halogen lights, working (2 front, 2 rear)
- High ambient cooling package
- Hood lock, inside cab
- Hydraulic Lock Out, loader, backhoe, auxiliary hydraulics
- Hydraulic hose, XT™
- Hydraulic oil cooler
- Hydraulic oil level sight gauge
- Hydraulic valves, loader 2 function
- Hydraulic valves, backhoe 4 function
- Hydraulics, load sensing with variable displacement piston pump
- Indicator lights: wait to start, water in fuel, engine warning, warning lamp, emissions module malfunction, low battery/ charging system warning, high hydraulic oil temperature: LCD warnings: engine oil pressure, machine locked, service due, air filter blocked, high coolant temperature, auto idle shutdown, high torque converter temperature, hydraulic filter bypass
- Instrument panel lights
- Key start/stop system
- LCD operator display with soft key controls: engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, Electronic Control Module (ECM)/system info
- Loader, Electro Hydraulic (EH) Parallel Lift
- Loader, Programmable Kick Out
- Loader, Programmable Return To Dig
- Loader, single tilt
- Mirror, interior, rearview
- One-touch low idle
- Open circuit breather
- Pattern changer, in cab
- Power receptacle, 12 volt, 2 internal, 1 external
- Power receptacle, 5 volt USB, 1 internal
- Power steering, hydrostatic
- Product Link™, satellite, network manager
- Product Link, cellular, network manager
- Seat belt, retractable, 51 mm (2 in)
- Seat mounted joystick controls: backhoe and loader, EH operated, excavator style with pattern changer
- Socket, two roof
- Stabilizers, EH Control, Auto-UP
- Stabilizer shoes, street
- Steering knob
- Seat, air suspension, vinyl cover, with armrest
- Starting system, glow plugs
- Steering column, tilting, telescopic
- Storage compartment, lockable
- Storage tray
- Stop and tail lights
- Swing transport lock
- Tires
- Toolbox, external, lockable
- Torque converter
- Throttle, hand and foot, electronic
- Transmission, 4 speed, powershift
- Transmission neutralizer switch
- Transport tie-downs
- Vandalism locks, four
- Warning horn, electric

## OPTIONAL EQUIPMENT

- Auxiliary hydraulics, loader, adjustable flow
- Auxiliary hydraulics, rear, adjustable flow
- Battery, additional, 850 CCA
- Cab, deluxe
- Cold weather fuel (–30° C/–22° F)
- Cold weather package, including additional battery, engine block heater, radiator antifreeze, cold weather fuel (–30° C/–22° F) and mounting for an ether bottle
- Counterweights, 115 kg (255 lb), 240 kg (530 lb) or 460 kg (1,015 lb)
- Fenders, front with integral steps
- Guard, boom protection plate
- Guard, stabilizer, rock
- Hydraulic valves, loader with auxiliary roller thumb control (3rd valve for MP or Quick Coupler)
- Hydraulic valves, backhoe (5th and 6th function)
- Hydraulic lines, combined function auxiliary
- LED lights, working (2 front, 2 rear)
- Quick Coupler, hydraulic, dual lock
- Quick Coupler, manual, dual lock
- Quick Coupler, manual, pin lock
- Radio and CD player, Bluetooth®
- Ride Control
- Rotating beacon, magnetic mount
- Seat, air suspension, fabric with armrest
- Seat, air suspension, fabric with armrest, heated
- Seat belt, retractable, 75 mm (3 in)
- Security system, Bluetooth
- Security system, operator display
- Side mirrors, cab, external
- Single Tilt Loader Coupler, Integrated Tool Carrier (IT) Interface
- Stabilizer pads, reversible
- Stick, extendible
- Touch screen LCD Display: engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, ECM/system info
- Transmission, AutoShift with lock-up torque converter, 6 speed
- Vandalism protection, gauge cover
- Work Tool Attachments such as buckets, forks, material handling arms, augers, hammers, brooms, cold planers and vibratory plate compactors. See your Cat dealer for more information.

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at **www.cat.com**

© 2024 Caterpillar
All rights reserved

Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Corporate Yellow," the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

AEHQ8244-03 (03-2024)
Replaces AEHQ8244-02
Build Number: 07A
(North America)

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88



Sourcewell

# Solicitation Number: RFP # 011723

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Heavy Construction Equipment with Related Attachments and Technology** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.



Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88



Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).



Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88



Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.
Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.



Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88



## 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities



Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88



to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.



Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88



D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;



Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88



- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.



Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88



## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell



Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88



under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:



Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88



1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease



Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88



2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.



Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88



C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

D. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

**19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

**20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.



Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88



Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

**Sourcewell**

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/5/2023 | 9:41 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

**Caterpillar Inc.**

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing, Construction Industries

Date: 5/24/2023 | 9:13 AM PDT



Caterpillar: Confidential Green

# RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

### Vendor Details

| | |
|---|---|
| Company Name: | Caterpillar Inc |
| Address: | 100 NE Adams St<br>Peoria, IL 61629 |
| Contact: | Sean Egel |
| Email: | egel_sean_j@cat.com |
| Phone: | 309-675-1399 |
| HST#: | |

### Submission Details

| | |
|---|---|
| Created On: | Tuesday November 15, 2022 14:22:18 |
| Submitted On: | Tuesday January 17, 2023 16:10:22 |
| Submitted By: | Sean Egel |
| Email: | egel_sean_j@cat.com |
| Transaction #: | aeaa61ae-0c73-4610-8208-b80e2e0b4448 |
| Submitter's IP Address: | 192.189.129.23 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Caterpillar Inc. | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | N/A | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | N/A | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | 11083 | * |
| 5 | Proposer Physical Address: | 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 | * |
| 6 | Proposer website address (or addresses): | https://www.caterpillar.com/, https://www.cat.com/en_US.html | * |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Primary Contact: Patrick Kearns<br>Title: Vice President Sales & Marketing<br>Address: 100 NE Adams St, Peoria, IL 61629<br>Email: Kearns_Patrick@Cat.Com<br>Phone: (309) 675-5181 | * |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Primary Contact: Sean Egel<br>Title: Governmental Sales Consultant<br>Address: 100 NE Adams St, Peoria, IL 61629<br>Email: Egel_Sean_J@Cat.Com<br>Phone: (309) 675-1399 | * |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Primary Contact: Marta Sevilla<br>Title: Governmental Marketing Manager<br>Address: 100 NE Adams St, Peoria, IL 61629<br>Email: Sevilla_Marta_E@Cat.com<br>Phone: (309) 578-1150 | |

### Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary.<br><br>In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc.<br><br>With 2021 sales and revenues of $51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment.<br><br>Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability.<br><br>Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html | * |
| 11 | What are your company's expectations in the event of an award? | Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have<br>earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT.<br><br>Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract.<br><br>We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity. | * |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx<br><br>Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents.<br><br>As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials.<br><br>In 2021 full year sales and revenues were $51B of which, North American sales were $22B. Operating profit was $6.9B with a profit per share of USD $11.83. Dividends paid per share of USD $4.28. | * |
| 13 | What is your US market share for the solutions that you are proposing? | Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential. | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential. | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No. | * |

| | | | |
|---|---|---|---|
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application.<br><br>Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs.<br><br>Although we will sign this contract as a manufacturer, our Cat dealers will be given the<br>opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service.<br><br>Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by<br>95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts. | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein.<br><br>As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A. | * |
| 18 | Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years. | N/A | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards.<br><br>Fortune Magazine #78 on the Fortune 500 2021<br>Fortune Magazine World's Most Admired Companies<br>World & North America Dow Jones Sustainability Index<br>Forbes Best Employers for diversity 2020 and 2021<br>#82 Best Global Brands- Interbrand 2021<br>The Wall Street Journal Best Managed Companies in 2020 and 2021<br>The Wall Street Journal World's Most Sustainably Managed Companies<br>Human Rights Campaign Foundation Corporate Equality Index<br>Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program<br>U.S. President's Volunteer Service Award from Junior Achievement<br>Corporate Equality Index – Human Rights Campaign Foundation<br>CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China)<br>Corporate Social Responsibility Research Center of Southern Weekly (China)<br>Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China)<br>2020 Global 500 – Fortune Magazine<br>America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek<br>Best-Managed Companies of 2020 & 2021 – The Wall Street Journal<br>Top Companies for Customer Satisfaction – The Wall Street Journal<br>The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor<br>Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes<br>2020 Best Places to Work for Disability Inclusion – Disability Equality Index<br>World's Best Employers 2020 – Forbes<br>Best Employers for Women 2020 – Forbes<br>America's Best Employers by State 2020 – Forbes<br>America's Best Employers for Diversity 2020 – Forbes<br>Best Employers for New Grads 2020 – Forbes<br>Global 2000 – Forbes 2020, 2021 & 2022<br>Best Employers for Veterans 2020 and 2021– Forbes<br>Top Veteran-Friendly Company – U.S. Veterans Magazine<br>#1 Great Place to Work – Great Place to Work Institute (Brazil)<br>#1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil)<br>Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign<br>Top of Mind Company "Industry category" (Piracicaba, Brazil)<br>Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan)<br>Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment &<br>Promotion Center (Japan)<br>Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan)<br>Hyogo Childcare Supporting Company Award (Japan)<br>Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China) | * |
| 20 | What percentage of your sales are to the governmental sector in the past three years | The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential. | * |
| 21 | What percentage of your sales are to the education sector in the past three years | The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential. | * |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY.<br>Additionally, we are contract holders with OMNIA and NASPO ValuePoint.<br><br>Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential. | * |

| | | | |
|---|---|---|---|
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Listed below are the current GSA contracts that Caterpillar holds:<br>SIN 333924 Utility Trucks and Tractors: 2020=$6,857,211 2021=$14,071,364<br>SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=$0 / 2021=$143,837<br>SIN 335999 Power Distribution Equipment: 2020=$151,267.70 / 2021=$9,473.07<br>These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts.<br><br>Final sales for the year 2022 have yet to be fully reported. | * |

### Table 4: References/Testimonials

**Line Item 24**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| Baltimore County, MD | Jamie Donahue | 410-952-6981 | * |
| Washington DC Fleet | Greg Harrelson | 202-437-3799 | * |
| Town of Scituate Mass. | Kevin Cafferty | 781-545-8732 | * |

### Table 5: Top Five Government or Education Customers

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|---|---|---|---|---|---|---|
| Virginia Department of Transportation - Central | Government | Virginia - VA | State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential. | Purchased 41 units. | $12,321,972 | * |
| State of Idaho | Government | Idaho - ID | State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential. | Purchased 39 units. | $10,304,218 | * |
| Alaska Department of Transportation | Government | Alaska - AK | State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential. | Purchased 37 units. | $12,176,875 | * |
| Arkansas State | Government | Arkansas - AR | State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential. | Purchased 28 units. | $10,053,000 | * |
| Suwannee County | Government | Florida - FL | A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential. | Purchased 26 units. | $6,567,420 | * |

### Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 26 | Sales force. | The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed.<br><br>Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business.<br><br>In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace. | * |
| 27 | Dealer network or other distribution methods. | The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use.<br><br>Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment.<br><br>Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well.<br><br>Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location. | * |

| | | | |
|---|---|---|---|
| 28 | Service force. | At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience.<br><br>In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time.<br><br>Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support.<br><br>The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:<br>1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.<br>2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine.<br>3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar.<br>4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee.<br>IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly. | * |

| | | | |
|---|---|---|---|
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products.<br><br>Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar.<br><br>The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour.<br><br>Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running.<br><br>Some of our service solutions include:<br><br>-Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime.<br><br>-Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs.<br><br>-S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet.<br><br>-Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states.<br><br>Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours.<br><br>In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process.<br><br>Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com. | * |

| | | | |
|---|---|---|---|
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada.<br><br>Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours.<br><br>In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process.<br><br>Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | We are proud to serve all geographic areas of the United States and Canada. | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell.<br><br>Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories. | * |

## Table 7: Marketing Plan

| Line Item | Question | Response * | |
|---|---|---|---|
| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include:<br><br>1) Press Release<br>2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada)<br>3) Government Training & Safety Days (Government customer training events at Caterpillar facilities)<br>4) Announcement in our governmental customer e-newsletter<br>5) Feature on our governmental focused website: www.cat.com/governmental<br>6) Announcement on our social media channels (FB, Instagram, LinkedIn)<br>7) Display mentions at all governmental tradeshows we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Roadeo)<br>8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.) | * |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers.<br><br>- Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need.<br><br>- Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments.<br><br>- Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own.<br><br>- Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation.<br><br>Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers. | * |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry.<br><br>In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy. | * |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers.<br><br>Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process. | * |

## Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer.<br><br>Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment.<br><br>Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/ | * |

| | | | |
|---|---|---|---|
| 41 | Describe any technological advances that your proposed products or services offer. | Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment.<br><br>Next Generation Excavators:<br>Cat Vision Link - Delivering valuable data with connected machine.<br><br>Cat Payload - Precisely load targets every time for faster cycle times.<br><br>Cat Skid Steer and Compact Track Loaders:<br>Electronic Torque Management System - Helps maximize performance, minimize fuel consumption.<br><br>Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment.<br><br>Cat Backhoe Loaders:<br>Selectable Power Management Modes - Saves fuel while maintaining machine performance.<br><br>Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force.<br><br>Cat Tractors:<br>Stable Blade - Produces a smoother surface finish.<br><br>Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage.<br><br>Cat Wheel Loaders:<br>Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity.<br><br>Autodig - consistent high bucket fill factors delivers up to 10% more productivity.<br><br>Cat Off Highway Trucks:<br>Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button.<br><br>Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded.<br><br>Cat Articulated Trucks:<br>Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks ‘on-the-go’ when needed without assistance from operator's interaction.<br><br>Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping.<br><br>Machine/Operator Safety Technology:<br>Machine Security System - Gives you control over who can operate your machines and when. Prevents theft.<br><br>Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety.<br><br>Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents.<br><br>Cat Command - Remote control in operations where an operator could be at safety risk.<br><br>Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you. | * |

| | | | |
|---|---|---|---|
| 42 | Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future.<br><br>We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services.<br><br>Caterpillar is engineering a brighter future through:<br>- Product innovations<br>- Advanced technologies leveraging know-how and R&D<br>- Usage of renewable fuels and fluids<br>- Solutions to improve jobsite efficiency<br>- Maintenance solutions<br>- Manufacturing operations’ carbon efficiency<br><br>Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey.<br><br>Caterpillar is fully committed to our customers’ success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges.<br><br>We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people.<br><br>Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and<br>North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors.<br><br>For more on sustainability please visit our full report attached in the Financial and Stability attachment section. | * |
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Plants certified with IDO 14001:2004 Environmental Management System include:<br>1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018<br>2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021<br>3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017<br>4) Mapleton - 14001:2004 self-certification issued Jan 2013<br>5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021<br>6) Reman Services - Franklin - ISO 14001:2004-May 2017 | * |

| | | | |
|---|---|---|---|
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct.<br><br>For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director.<br><br>One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.<br><br>Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.<br><br>Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not.<br><br>For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder. | * |

| | | | |
|---|---|---|---|
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | BEST OVERALL VALUE / LOWEST LIFE CYCLE COST:<br>Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price.<br><br>CAT SAFETY SERVICES / SAFETY FEATURES:<br>In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents.<br><br>In addition to built-in safety features, we also offer products and services that are unique in the industry.<br><br>Cat Safety Services include, but are not limited to, the following:<br>Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators.<br><br>Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership.<br><br>Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures.<br><br>Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process.<br><br>Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc.<br><br>Fleet Management & Services through Caterpillar Job Site Solutions:<br>We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today.<br><br>Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section. | * |

## Table 9: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question | Response * | |
|---|---|---|---|
| 46 | Do your warranties cover all products, parts, and labor? | Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents. | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Please see applicable warranty statements in the attached documents. | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period. | * |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents. | * |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties. | * |
| 51 | What are your proposed exchange and return programs and policies? | Please see applicable warranty statements in the attached documents. | * |
| 52 | Describe any service contract options for the items included in your proposal. | We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options.<br><br>1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:<br>1) Powertrain<br>2) Powertrain + Hydraulics<br>3) Powertrain + Hydraulics + Technology<br>4) Premier<br><br>A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires.<br><br>2) Customer Value Agreements (CVA's):<br>A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.<br><br>The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers. | * |

## Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|---|---|---|---|
| 53 | Describe your payment terms and accepted payment methods. | Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30. | * |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public.<br><br>Caterpillar has its own financing arm, Cat Financial.<br>Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs:<br><br>- Equipment & Attachments<br>- Parts<br>- Service<br>- Rebuilds<br><br>Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html | * |
| 55 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Cat dealers are independently owned businesses. As such their standard transaction documents will vary. | * |
| 56 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed. | * |

## Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|---|---|---|---|
| 57 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services. | * |
| 58 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model. | * |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion. | * |
| 60 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient. | * |
| 61 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members. | * |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location. | * |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location. | * |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis. | * |

## Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 65 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs. |

## Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
|---|---|---|---|
| 66 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well.<br>1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software.<br>2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.<br>3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.<br>4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee. | * |
| 67 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723. | * |
| 68 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee. | * |

## Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * | |
|---|---|---|---|
| 69 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products.<br><br>Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include:<br><br>- Cat Backhoe Loaders (9 models offered)<br><br>- Cat Compact Track Loader/Skid Steer Loader (14 models offered)<br><br>- Cat Track/Wheel Hydraulic Excavators (41 models offered)<br><br>- Cat Motor Graders (7 models offered)<br><br>- Cat Telehandlers (8 models offered)<br><br>- Cat Track Loaders (3 models offered)<br><br>- Cat Track/Wheel Dozers (15 models offered)<br><br>- Cat Wheel Loaders (19 models offered)<br><br>- Cat Wheel Tractor Scrapers (7 models offered)<br><br>- Cat Articulated Trucks (5 models offered)<br><br>- Cat Rigid Frame Trucks (2 models offered)<br><br>- Cat Material Handlers (3 models offered)<br><br>- Cat Landfill Compactors (3 models offered)<br><br>- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.<br><br>Services and support include:<br>- Cat Attachments (Worktools)<br>- Cat Technology<br>- Cat Safety Services<br>- Cat Job Site Solutions<br><br>- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.<br>- Services and support brochures can be found in the additional documents section by name of offering.<br><br>For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html | * |
| 70 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | N/A | * |

### Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Categor\ or T\pe | Offered | Comments |
|---|---|---|---|
| 71 | Wheeled, tracked, and backhoe loaders | (•) Yes ( ) No | Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section. |
| 7 | Motor Graders | (•) Yes ( ) No | Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section. |
| 73 | Wheeled and tracked excavators | (•) Yes ( ) No | Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section. |
| 74 | Bulldozers, compactors, scapers, articulated and rigid haulers | (•) Yes ( ) No | Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section. |
| 75 | Cranes | ( ) Yes (•) No | NIA |
| 76 | Accessories or attachments for the offering in #71-75 above | (•) Yes ( ) No | Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section. |
| 77 | Technology or services for the offering in #71-75 above | (•) Yes ( ) No | Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section. |

### Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

| Line Item | Categor\ or T\pe | Offered | Comments |
|---|---|---|---|
| 78 | Wheel loader with published net horsepower (HP) of at least 300 HP | (•) Yes ( ) No | Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section. |
| 79 | Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP | (•) Yes ( ) No | Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section. |
| 80 | Motor Grader with a published maximum operating weight of at least 30,000 lbs. | (•) Yes ( ) No | Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section. |
| 81 | Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet | ( ) Yes (•) No | NIA |

### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
- Financial Strength and Stability - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
- Marketing PlanISamples - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
- WMBEIMBEISBE or Related Certificates (optional)
- Warranty Information - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_5_Heavy_Construction_Equipment_RFP_011723**<br>Tue January 10 2023 08:47 AM | ☑ | 1 |
| **Addendum_4_Heavy_Construction_Equipment_RFP_011723**<br>Fri January 6 2023 09:51 AM | ☑ | 2 |
| **Addendum_3_Heavy_Construction_Equipment_RFP_011723**<br>Thu December 29 2022 12:33 PM | ☑ | 2 |
| **Addendum_2_Heavy_Construction_Equipment_RFP_011723**<br>Wed December 21 2022 01:49 PM | ☑ | 1 |
| **Addendum_1_Heavy_Construction_Equipment_RFP 011723**<br>Thu December 15 2022 09:27 AM | ☑ | 1 |

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

# SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 ("Sourcewell") and **Caterpillar Inc.**, having its principal place of business at 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 ("Caterpillar" or "Vendor"). Sourcewell and Caterpillar may be referred to in this Agreement as a "Party" and collectively as the "Parties."

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell's cooperative purchasing contracts as follows:

**Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)**

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof ("Licensed Trademarks"), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

**ARTICLE I: GRANT OF LICENSE**

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell's Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor's Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

"Anti-Corruption and International Trade Laws" means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.

2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.

3. Beyond what is permitted in this Addendum, neither Party will:

a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;

b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;

c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or

d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

**ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.**

A. EFFECTIVE DATE. This Addendum is effective upon the date of the final signature below.

B. TERMINATION. Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.

1. *Termination for Convenience*. This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.

2. *Termination for Breach*. This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.

3. *Effect of Termination*. Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

SOURCEWELL

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement/CPO
Date: 5/24/2023 | 2:45 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Name: Patrick Kearns
Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:48 PM PDT

# Purchase Order with Quinn for a Backhoe Loader for Streets Maintenance

Public Works & Transportation Committee
December 10, 2024

Philip Schweider
Streets Maintenance Manager

CITY OF OXNARD CALIFORNIA

# RECOMMENDATION



That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to approve a purchase order with Quinn for a not-to-exceed value of $204,678.35 for the purchase of a backhoe loader for Streets Maintenance.

# BACKGROUND



- Streets Maintenance Division (Division) is responsible for the maintenance of the City's roads, alleys, sidewalks, ramps, and gutters as well as the maintenance and upkeep of road striping and markings, traffic signs, and sign poles

- Division needs to replace backhoe loader (backhoe) #3446, a 2001 John Deere that will soon no longer comply with the California Air Resources Board (CARB) and will no longer be allowed to operate in California at the end of 2025

- This backhoe was also evaluated and determined to be replaced due to expensive mechanical issues, age, and hours of use

# DISCUSSION



- A backhoe:
  - Is utilized regularly in the Division for sidewalk and street pavement repairs, weed abatement, debris and sand removal, and trash in the public right-of-way
  - Is a specialty piece of equipment essential and required for maintaining the division's responsibilities. Backhoes can be used in a wide variety of tasks: construction, small demolitions, excavation, breaking concrete and asphalt, landscaping, and paving roads
  - The attachment can also be replaced with powered attachments such as a breaker, grapple, auger, or stump grinder increasing the machine's utilization capability on the job site

# DISCUSSION

**Current**

2001 John Deere 310SE Backhoe Loader




**New**

Cat 420XE Backhoe Loader



# DISCUSSION



- Staff identified Sourcewell cooperative agreement #011723-CAT with Quinn. Utilizing a cooperative purchasing method, such as a Sourcewell, allows the City to “piggyback” on the agreement and obtain the backhoe at a discounted price. Quinn is a leading provider of this equipment and is recognized throughout southern California for its innovative design and integrated safety features.

- Estimated delivery for this purchase is in Spring of 2025

# FINANCIAL IMPACT



- Total cost of the purchase order with Quinn shall not exceed $204,678.35

- Funding of this purchase is included in the Adopted FY 2024-25 budget which includes the Capital Outlay Fund (301) budget, funded from the Measure O Fund (104), Backhoe Streets Project (C2548), as well as the Public Works General Fund Operating Streets Maintenance Budget.

CITY OF OXNARD CALIFORNIA

# End of Presentation

CITY OF OXNARD CALIFORNIA

**PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. D.2**

**DATE:** December 10, 2024

**TO:** Public Works and Transportation Committee

**FROM:** Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

**SUBJECT:** Annual Purchase Orders with Performance Nursery, Inc. for the Supply of Plant Material, Specification No. 25-12. (10 minutes)

## RECOMMENDATION

The Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute Annual Purchase Orders with Performance Nursery, Inc. from December 18, 2024, through December 17, 2029, for a total not to exceed amount of $500,000 for the supply of plant material.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/rNLNTNyvr5o

## BACKGROUND

The Public Works Department oversees and manages parks, facilities, streets, public right of way, landscape maintenance districts, community facilities districts, and waterways districts throughout the City of Oxnard. Within each of the areas mentioned above, designated services are covered by the General Fund, utilities, and special assessments where the maintenance of various types of landscaping is required for both safety and aesthetic purposes.

Generally speaking, minor plant replacement is performed by contractors at the direction of City staff. However, for small projects or urgent requests, it is often more efficient and timely for City staff to install needed plant material. Previously, staff would purchase these plant materials on a case-by-case basis, which requires the use of individual purchase orders for each project or task. To improve efficiency and greater flexibility, staff are requesting a blanket purchase order (BPO) to procure plant materials. Compared to the previous method of individual requisitions and purchase orders, this will save administrative time by reducing the need to solicit competing quotes for each project.

## DISCUSSION

The Purchasing of Plant Material Request for Bid (RFB) was published on August 8, 2024, and closed on August 29, 2024. The City received the following two bids:

Performance Nursery, Inc.: $2,907.20
Camarillo Nursery, LLC: $3,609.05

The lowest bidder is Performance Nursery, Inc. and their bid is responsive to the City's RFB. Based upon the available information and research performed to date, staff believes Performance Nursery, Inc. is capable of satisfactorily fulfilling the plant material procurement needs for staff projects. Therefore, staff requests that the City Council award this purchase order to Performance Nursery, Inc.

Currently, purchasing plant materials requires staff to make multiple trips, or calls, to different vendors, such as large hardware stores that do not specialize in nursery materials as their main source of business. For this reason, the available plant options from these hardware stores are often limited, as well as having low volume and lower quality plants. The approval of this BPO will eliminate the time needed to shop multiple sources and budget for each project based on the vendor's approved pricing. This will result in faster response times to the areas in need of landscape material.

## STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

## FINANCIAL IMPACT

The total cost for the aggregate Purchase Orders with Performance Nursery, Inc. shall not exceed $500,000 over a term of five years for the supply of plant materials.
The funds for the purchase of plant materials are included in the FY 2024-25 Adopted Budget. The funding shall be provided by various Divisions of the Public Works Department based on available funding. There are no guaranteed spending amounts and each Division shall only pay for the materials that are purchased. Subsequent fiscal year allocations will be requested during the annual budget process.

*Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Interim Special Districts Manager*

## ATTACHMENTS

1. Bid Tabulation 25-12 Purchasing of Plant Materials
2. Presentation

## Bid Tabulation 25-12 Purchasing of Plant Materials

| | | Performance Nursery, Inc | | | Camarillo Nursery, LLC | | |
|---|---|---|---|---|---|---|---|
| | Size | Proposed Equivalent | Unit Price | Total Price | Proposed Equivalent | Unit Price | Total Price |
| Non-Tree Planting | | | | | | | |
| Grasses | Flat | mostly | $24.50 | $24.50 | | $40.00 | $40.00 |
| | #1 | mostly | $6.50 | $6.50 | 1 gallon | $7.00 | $7.00 |
| | #3 | mostly | $11.40 | $11.40 | 3 gallon | $13.50 | $13.50 |
| | #5 | mostly | $14.50 | $14.50 | 5 gallon | $18.75 | $18.75 |
| Ground Covers | Flat | mostly | $24.50 | $24.50 | Myaporium | $24.50 | $24.50 |
| | #1 | mostly | $6.50 | $6.50 | Dymundia | $24.50 | $24.50 |
| | #3 | mostly | $11.40 | $11.40 | Camarillo Carpet Grass | $29.50 | $29.50 |
| | #5 | mostly | $14.50 | $14.50 | Vinca Major | $24.95 | $24.95 |
| | #15 | mostly | $54.00 | $54.00 | Australian Violet | $24.95 | $24.95 |
| Perennials | Flat | mostly | $24.50 | $24.50 | Boxwood | $49.00 | $49.00 |
| | #1 | mostly | $6.50 | $6.50 | Hebe | $8.00 | $8.00 |
| | #3 | mostly | $14.50 | $14.50 | Wax Leaf Pivet | $21.50 | $21.50 |
| | #5 | mostly | $16.50 | $16.50 | Dianella | $28.50 | $28.50 |
| | #15 | mostly | $65.00 | $65.00 | Society Garlic | $79.00 | $79.00 |
| Shrubs | #1 | mostly | $4.50 | $4.50 | Eugenia | $8.00 | $8.00 |
| | #3 | mostly | $11.40 | $11.40 | | $21.50 | $21.50 |
| | #5 | mostly | $14.50 | $14.50 | Privete | $28.50 | $28.50 |
| | #15 | mostly | $48.00 | $48.00 | Polygala | $79.00 | $79.00 |
| Succulents | Flat | mostly | $44.00 | $44.00 | | $59.00 | $59.00 |
| | #1 | mostly | $6.50 | $6.50 | Jade Plant | $10.95 | $10.95 |
| | #3 | mostly | $16.50 | $16.50 | Firestyxx | $20.00 | $20.00 |
| | #5 | mostly | $21.00 | $21.00 | Aloe | $32.50 | $32.50 |
| | #15 | mostly | $75.00 | $75.00 | Agave | $99.00 | $99.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Vines | Flat | mostly | $44.00 | $44.00 | Bauer Vine | $59.00 | $59.00 |
| | #1 | mostly | $6.50 | $6.50 | Trumpet | $10.95 | $10.95 |
| | #3 | mostly | $14.50 | $14.50 | Mandevilla | $20.00 | $20.00 |
| | #5 | mostly | $21.00 | $21.00 | Star Jasmine | $32.50 | $32.50 |
| | #15 | mostly | $65.00 | $65.00 | Star Flower | $99.00 | $99.00 |
| Annuals | Flat | mostly | $24.50 | $24.50 | Salvia | $55.00 | $55.00 |
| | #1 | mostly | $6.50 | $6.50 | Petunia | $7.00 | $7.00 |
| | #3 | mostly | $21.00 | $21.00 | Begonia | $13.00 | $13.00 |
| | #5 | mostly | $65.00 | $65.00 | Impatiense | $22.50 | $22.50 |
| | #15 | mostly | $65.00 | $65.00 | Margold | $99.00 | $99.00 |
| Trees | | | | | | | |
| Evergreen | #15 | mostly | $54.00 | $54.00 | Olive | $145.00 | $145.00 |
| | 24" Box | mostly | $165.00 | $165.00 | Southern Magnolia | $275.00 | $275.00 |
| | 36" Box | mostly | $450.00 | $450.00 | Carrotwood | $390.00 | $390.00 |
| Deciduous | #15 | mostly | $54.00 | $54.00 | Paloverde | $145.00 | $145.00 |
| | 24" Box | mostly | $165.00 | $165.00 | Tababulia | $275.00 | $275.00 |
| | 36" Box | mostly | $450.00 | $450.00 | Crepe Myrtle | $390.00 | $390.00 |
| Palms | #15 | mostly | $65.00 | $65.00 | Queen | $139.00 | $139.00 |
| | 24" Box | mostly | $185.00 | $185.00 | King | $285.00 | $285.00 |
| | 36" Box | mostly | $450.00 | $450.00 | Date | $395.00 | $395.00 |
| | | Delivery Charge | 10% of order | | | $195/truck load | |
| | | General Discounts | | 10% | | | 25% |
| | | **TOTAL:** | $2,907.20 | | | $3,609.05 | |

# Annual Purchase Orders with Performance Nursery, Inc. for the Supply of Plant Material, Specification No. 25-12

Public Works and Transportation Committee
December 10, 2024

Anthony Miller
Special Districts Manager

CITY OF OXNARD CALIFORNIA

# RECOMMENDATION



The Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute Annual Purchase Orders with Performance Nursery, Inc. from December 18, 2024, through December 17, 2029, for a total not to exceed amount of $500,000 for the supply of plant material.

# BACKGROUND



- The Public Works Department oversees and manages parks, facilities, streets, public right of way, landscape maintenance districts, community facilities districts, and waterways districts throughout the City of Oxnard
- Within each of the areas mentioned above, there are designated services that are covered by the General Fund, utilities, and special assessments where the maintenance of various types of landscaping is required for both safety and aesthetic purposes

# BACKGROUND



- Generally speaking, minor plant replacement is performed by contractors at the direction of City staff. However, for small projects or urgent requests, it is often more efficient and timely for City staff to install needed plant material.
- Previously, staff would purchase these plant materials on a case-by-case basis, which requires the use of individual purchase orders for each project or task. To improve efficiency and greater flexibility, staff are requesting this blanket purchase order (BPO) for procuring plant materials.
- Compared to the previous method of individual requisitions and purchase orders, this will save administrative time by reducing the need for the solicitation of competing quotes for each project.

# DISCUSSION



- The Purchasing of Plant Material Request for Bid (RFB) was published on August 8, 2024, and closed on August 29, 2024.
- The City received the following two bid(s):
  - Performance Nursery, Inc.: $2,907.20
  - Camarillo Nursery, LLC: $3,609.05

# DISCUSSION



- The lowest bidder is Performance Nursery, Inc. and its bid is responsive to the City's RFB
- Based upon the available information and research performed to date; staff believes Performance Nursery, Inc. is capable of satisfactorily fulfilling staff plant material needs
- Therefore, staff recommends that the City Council award this purchase order for these purchases to Performance Nursery, Inc.

# DISCUSSION



- Currently, purchasing plant materials requires staff to make multiple trips, or calls, to different vendors, such as large hardware stores that do not specialize in nursery materials as their main source of business. For this reason, the available plant options from these hardware stores are often limited, as well as having low volume and lower quality plants.
- The approval of this BPO will eliminate the time needed to shop multiple sources and budget for each project based on the vendor's approved pricing. This will result in faster response times to the areas in need of landscape material.

# FINANCIAL IMPACT



- Total cost for the aggregate Purchase Orders with Performance Nursery, Inc. shall not exceed $500,000 over a term of five years for the supply of plant materials
- The funds for the purchase of plant materials are included in the FY 2024-25 Adopted Budget.
- Funding shall be provided by various Divisions of the Public Works Department based on available funding.
- There are no guaranteed spending amounts and each Division shall only pay for the materials that are purchased. Subsequent fiscal year allocations will be requested during the annual budget process.
- Subsequent fiscal year allocations will be requested during the annual budget process.

CITY OF
OXNARD
CALIFORNIA

# QUESTIONS

CITY OF OXNARD CALIFORNIA

**PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. D.3**

**DATE:** December 10, 2024

**TO:** Public Works and Transportation Committee

**FROM:** Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

**SUBJECT:** Agreement 32500236 with Downstream Services, Inc. for Stormwater Filter Replacement and Maintenance Services, Specification No. PW 24-90. (10 minutes)

## RECOMMENDATION

The Public Works and Transportation Committee recommends that the City Council approve and authorize an Agreement with Downstream Services, Inc. for a term of one year from January 22, 2025, to January 21, 2026, for a total contract amount not to exceed $1,250,000 for stormwater filter replacement and maintenance services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Pu5B9JScRKU

## BACKGROUND

The creation of Community Facilities Districts (CFDs) in the City of Oxnard (City) provides the funding mechanism, in perpetuity, for the maintenance obligations that are specified in each CFD's respective formation document. The three CFDs that have maintenance obligations for the stormwater systems are Westport CFD 2, Seabridge CFD 4, and Riverpark CFD 5. These systems include cartridge-style filters for the filtration of stormwater runoff from roadways, parking lots, and other hard surfaces within the CFDs.

Through the previous Agreement A-8282 with Downstream Services, Inc. (Downstream), these CFDs had their stormwater vaults inspected and cleaned and the filter cartridges were replaced in 2021 and 2022. However, that Agreement expired on March 1, 2024.

## DISCUSSION

A Request for Bids (RFB) was published on August 26, 2024, and all bids were due on September 26, 2024. The City received the following three bids:

Downstream Services, Inc.: $59,180.00
Storm Water Inspection & Maintenance Services, LLC: $173,490.00
United Storm Water, Inc.: $263,428.00

Each bid is an aggregate total of a single inspection cost for all vaults within each district, an hourly rate (including all equipment) for cleaning a vault, an hourly rate (including all equipment) for cleaning a vault and replacing the cartridges, and material rates for new cartridges, recycled cartridges, and the cost to replace a

single cartridge in the event that an entire vault's cartridges do not need to be replaced. Large variations in the bid totals are primarily due to the difference in the bid costs for inspections.

The lowest bidder is Downstream Services, Inc. and its bid is responsive to the City's RFB. Following this determination, procurement staff reviewed all documentation received from Downstream and based upon the available information and research performed to date; staff believes that the contractor is capable of satisfactorily completing the service. Thus, staff recommends that the City Council award the contract for this service to Downstream Services, Inc.

This new Agreement is necessary for meeting the requirements of the Federal Water Pollution Control Act through the California Municipal Stormwater Program known as the "MS4 Permit". Per the current MS4 Permit requirements, the City is to "Verify proper stormwater system maintenance and operation of post-construction best management practices (BMPs) previously approved for new development and redevelopment and operated by the Permittees. The post-construction BMP maintenance inspection program for the stormwater systems shall incorporate the following elements:

1. Post-construction BMP maintenance inspection checklist
2. Inspection at least once every two years
3. Criteria and procedures for post-construction Treatment Control and Hydromodification Control BMP repair, replacement, or re-vegetation.

This Agreement includes complete vault inspections for each vault within each district which will produce a recommendation for cleaning and maintenance. Subsequent cleaning or maintenance will be performed at the direction of the City's Project Manager. This Agreement includes the required traffic control and permits and furnishing of all necessary labor, materials, equipment, and other incidental and appurtenant work needed to provide the services contained in this Agreement. The Contractor is also responsible for documenting the stormwater vault and filter conditions, and noting any needed structural repairs to the vault structures There are currently 821 filter cartridges in 64 vaults throughout the Harbor CFDs of Seabridge and Westport, and an additional 2,274 filter cartridges in 278 vaults within Riverpark.

Staff will work closely with each CFD Neighborhood Council to keep residents informed of the maintenance schedule. Prior to the contractor performing any work, door hangers will be posted to provide notices to the residences and businesses at least four working days in advance of the services that will be performed.

**STRATEGIC PRIORITIES**

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

**FINANCIAL IMPACT**

The total cost for this Agreement with Downstream Services, Inc. shall not exceed $1,250,000 for stormwater filter replacement and maintenance services for one year.
Costs for these services are included in the FY 2024-25 Adopted Budget. Funding shall be provided by available budget allocations in CFD 2 - Westport, (Fund 120-Subfund 6020) CFD 4 - Seabridge (Fund 120-Subfund 6040), and CFD 5 - Riverpark (Fund 120-Subfund 6050). There is no guaranteed spending amount and the Division shall only pay for the services that are approved and rendered. Funding for subsequent fiscal years will be requested through the annual budget process.

*Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Interim Special Districts Manager*

**ATTACHMENTS**

1. Agreement 32500236 Downstream Services, Inc
2. Bid Tabulation PW24-90 Stormwater Filter Replacement & Maintenance
3. Presentation

# TRADE SERVICE AGREEMENT
# BETWEEN
# THE CITY OF OXNARD AND DOWNSTREAM SERVICES, INC.

**By This Trade Services Agreement** ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Downstream Services, Inc. ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

**1. SUMMARY DESCRIPTION OF SERVICES.** Service, inspection and cleaning stormwater vaults and filter cartridges located within CFD 2 - Westport, CFD 4 - Seabridge, and CFD 5 - Riverpark communities for The Special Districts Division.

**2. PARTIES.**

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Downstream Services, Inc. ("SERVICE PROVIDER"), a corporation/LLC/LLP of the State of California, located at 2855 Progress Place, Escondido, CA 92029

**3. TERM OF AGREEMENT:** From: January 22, 2025 To: January 21, 2026.

**3.1** Time is of the essence in this Agreement.

**3.2** This Agreement does not have any options to extend.

**3.3** Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

**3.4** All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

**4. AGREEMENT AMOUNT NOT TO EXCEED:** $1,250,000.

**5. AGREEMENT EXHIBITS**: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-I
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification
Exhibit G: CFD Exhibit Maps_ Harbor
Exhibit H: CFD Exhibit Maps_Riverpark
Exhibit I: Stormwater Management StormFilter® Vault Installation Guide
Exhibit J: StormFilter® Maintenance Guide
Exhibit K: Industrial Wastewater Discharge Permit Application
Exhibit L: Oxnard GIS Date Use Agreement

**6. DESIGNATED REPRESENTATIVES.**

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:
Name: Anthony Miller
Title: Special Districts Manager
Phone: (805) 200-5334
Email: Anthony.Miller@oxnard.org
Mailing Address: 1060 Pacific Ave., Bldg. #1, Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Robert Carr
Title: Project Manager
Phone: (760) 975-5686
Email: RobertC@downstreamservices.com
Mailing Address (if differs from above):

**7. CONTRACTUAL PREREQUISITES.**

**7.1.** This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

**7.2.** A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

**7.3.** All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

**7.4** SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

## 8. SERVICE PROVIDER'S SERVICES.

**8.1** SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

**8.2** The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

## 9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

**9.1** Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices.

## 10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

**10.1** Payment Request. SERVICE PROVIDER shall submit a payment request to the CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **SDinvoices@oxnard.org**.

**10.2** Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

**10.3** SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

**10.4** SERVICE PROVIDER shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

## 11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

## 12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

## 13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

## 14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

## 15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

## 16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

## 17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

**17.1. Records and Inspections.** The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

**17.2. Deliverables.** SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon

completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

**17.3. Ownership – Generally.** All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

**17.4. Ownership of Documents.** Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

**17.5. Confidentiality.** Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

**17.6. Disclosure of Information.** SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

**17.7. No Warranty.** Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

## 18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

## 19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

## 20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

## 21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

## 22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of

any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

## 23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

**23.1** As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

**23.2** The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve SERVICE PROVIDER from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if SERVICE PROVIDER asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, SERVICE PROVIDER may submit a claim to the CITY for reimbursement of reasonable attorneys' fees and defense costs.

**23.3** The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the

termination of the Agreement.

**23.4** SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

## 24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

## 25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

## 26. PREVAILING WAGE REQUIREMENTS.

**26.1. Application.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition,

installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

**26.2. Compliance with California Department of Industrial Relations (DIR).** To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

**26.3. Contract Splitting.** It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

**26.4. Use of Prevailing Wages vs. Living Wages.** In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

## 27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

## 28. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in

investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

**29. SUBCONTRACTING.**

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

**30. DISPUTES.**

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

**31. DISPUTE RESOLUTION.**

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

## 32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

## 33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

## 34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor’s compliance with this Section.

## 35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party’s own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

## 36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

## 37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

## 38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

## 39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

## 40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

## 41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

## 42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

## 43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

**[Signatures on next page]**

**In witness** whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

**CITY OF OXNARD**

_____ _____
☐ , Mayor[1] Date
☐Jennifer Yates, [2]
Purchasing Manager

**DOWNSTREAM SERVICES, INC.**

_____ _____
Loren V. Wynne, Date
President

_____ _____
Clark A. Roberts, Date
Vice President[3]

ATTEST:

_____ _____
,CITY Clerk Date
(Only if Mayor signs)

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, CITY Date
Attorney (always required)

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

# EXHIBIT A

## TRADE SERVICE AGREEMENT
## (CITY of Oxnard and Downstream Services, Inc.)

## SCOPE OF SERVICES

---

PROJECTMANAGER: Anthony Miller / (805) 200-5334 / Anthony.Miller@oxnard.org

### Licensing and Professional Certification

A. The Service Provider will be expected to be a Contech Certified Maintenance Provider and will be required to maintain this certification throughout the duration of this Agreement.

B. The Service Provider will be required to hold an ArcGIS Online account with at least one license type which is compatible with field editing data ("Creator" type or "Field Worker" type). Detailed information on purchasing an account can be found here: (https://www.esri.com/en-us/arcgis/products/arcgis-online/buy). This account will allow the City to share its ArcGIS Stormwater Vault Map and provide permissions for the Service Provider to add maintenance reports and comments to each location. Functional training on the map and how to submit the data will be provided by the Project Manager in coordination with the City's GIS Division. The Service Provider will be required to input data for any inspection or maintenance performed at the site including photo uploads. The Service Provider will be required to complete and sign a “GIS Data Use Agreement.”

### 1-3 Abbreviations

| Abbreviation | Word or Words |
|---|---|
| SSS | State of California Standard Specifications, latest edition, Department of Transportation |
| SSP | State of California Standard Plans, latest edition, Department of Transportation |
| MUTCD | California Manual of Uniform Traffic Control Devices, latest edition |

### Location and General Description of Work

A. The scope of work shall consist of furnishing all necessary labor, materials, equipment, tools, traffic control, public convenience, safety, and other incidental and appurtenant work to service, inspect and clean stormwater vaults and filter cartridges located within the CFD 2 - Westport, CFD 4 - Seabridge, and CFD 5 - Riverpark

communities of Oxnard. Work areas in residential sections of the City may require careful planning on the Service Provider's part. The City reserves the right to add or remove storm vault locations and services during the term of the Contract.

B. The Work area consists of CFD 2 – Westport, located off of Wooley Road between Tradewinds Drive and Chesapeake Drive and bordered by the Channel Islands waterways, CFD 4 – Seabridge, located off of Wooley Road, Seabridge Lane, Victoria Ave and Harbor Island Lane, and CFD 5 - Riverpark, located north of the Oxnard Blvd, Highway 101 Interchange, between Ventura Rd. and Victoria Ave. Attachment 1 depicts the overall District and specific locations within each District where storm vaults are located. Tables within Section 3 include a list of all storm vault locations and the number of filter cartridges needed for each storm vault.

C. Tables within Section 3 include filter cartridge counts for each storm vault as they are believed by the City to exist. The City does not warrant the completeness or accuracy of such information. It is the Service Provider's responsibility to ascertain the existence of any conditions affecting the cost of work. Service Providers are required to conduct their own investigations as to the existing conditions affecting the work to be accomplished under these specifications. If the Service Provider chooses not to visit the site or conduct investigations, the Service Provider will nevertheless be charged with the knowledge of conditions which reasonable inspection and investigation would have disclosed.

## 2-2 Standards and Requirements

A. Operation and Maintenance

1. Operation and maintenance of the storm filter management systems shall be in accordance with the EPA's Total Maximum Daily Load (TMDL) and MS4 Permit guidelines. All waste associated with these services shall be handled in accordance with all federal, state and local regulations.

B. Data Collection and Mapping

1. Service Provider is required to purchase a license for ArcGIS, and input all maintenance and repair information into the City's database, and provide "before and after" photographs for each location of maintenance and/or repair. At the time of Contract Award, the Service Provider will be required to complete and sign a GIS Data Use Agreement.

C. Hours of Operation

1. All Work shall occur Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. unless otherwise agreed to by the Project Manager in writing.

D. Worksite Maintenance

1. Service Provider shall keep the worksite clean and free of debris at all times. Service Provider will not be allowed to store materials outside of the specified lay-down areas within this contract without prior written approval of the Project Manager and Property Owner of the areas in question.

E. Public Safety

1. Foresight - It is part of the service required of the Service Provider to make whatever provisions are necessary to protect the public. The Service Provider shall use foresight and shall take such steps and precautions as the Service Provider's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

2. Trenching/Excavation - The requirements of the State Division of Industrial Safety for trenches, excavations and shoring shall apply to all aspects of this Project. Safety is stressed. trenches, excavations and other openings, if any, shall be covered at the end of each working day. Any operations or situation that threatens the safety of workers or the public, including traffic control not in compliance with the approved traffic control plan and the MUTCD, shall cause the suspension of Work until corrections are made.

F. Traffic Control and Public Notification

1. Notification – Service Provider shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Service Provider's name, the Service Provider's phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the Street scheduled for the Work. The Service Provider must get notice approved by the Project Manager before distribution. The Service Provider must hand-deliver all notices to adjacent residents, business, and other areas directed by the Project Manager.

2. Residents' Complaints - It is critical that residents' complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Service Provider of the complaint verbally or in writing. The Service Provider, in turn, shall contact the resident, inform the Project Manager within twenty-four (24) hours of the action to be taken, or both, at the Project Manager's discretion.

3. Project Identification Signage - The Service Provider must furnish portable changeable message signs if required by the City's Traffic Engineer. The Service Provider shall program messages and place in location as directed, including periodic relocations as required. The Service Provider must keep such signs clean and in good repair.

4. Access - All Work and traffic control shall be scheduled to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Service Provider shall be responsible for the protection of vehicular and pedestrian traffic until the work called for in this scope as directed by the Project Manager is complete.

   Access to street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Service Provider shall notify occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for work that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

   The Service Provider's work schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Service Provider to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected.

5. Traffic - "TEMPORARY NO PARKING" signs shall be posted at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. The Service Provider shall furnish and place barricades, if necessary, for posting of signs. The Service Provider shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Service Provider shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Service Provider shall remove all signs within forty-eight (48) hours after the portion of the work affecting parking is accepted by the City.

6. Traffic Control Plan (TCP) - All work shall require maintenance and control of traffic during the work period. The Service Provider shall provide a detailed Traffic Control Plan (TCP) for all phases of work for review and shall conform to the MUTCD, SSS and the SSP and must be approved by the Project Manager before work commences. If required by the nature and location of the work, the TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and

channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Service Provider shall not commence Work before receiving an approved TCP.

During any period when two-way traffic is not provided, the Service Provider shall employ properly trained flaggers to control traffic through the work zone.

For work in the vicinity of a school, the Service Provider shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into the Project's schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one half (1/2) hour after the school-day start time and one (1) hour before or one half (1/2) hour after school-day end time. Service Provider shall notify the School District of any impacts.

The Service Provider shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required or at the end of the Working Day.

7. Street Closures, Detours, and Barricades - Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Service Provider shall contact the City Inspector at least five (5) working days in advance to coordinate signal service, unless a different time frame is required by the Project Manager.

All traffic control barricades, signs and devices used by the Service Provider shall, as a minimum, conform to the MUTCD. Should the Service Provider fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices.

## 2-3 Staffing and Supervision

The Service Provider shall supervise and direct all Work, in accordance with industry standards and any applicable manufacturer's instructions, to not in any way void a manufacturer's warranty. The Service Provider shall be responsible for all means, methods, techniques, sequences and procedures and for all portions of the services. Service Provider shall provide an adequate number of skilled workers who are thoroughly trained and experienced in providing the services that are requested under this Contract.

## 2-4 Expected Conditions and Service Provider Practices

A. Recycling of Contech Cartridges – Service Provider is expected to use Contech recycling programs to minimize cost wherever possible.

B. Laydown/Cartridge Storage Area - City shall provide a laydown area for Service

Provider use.

C. Permits and Permit Fees - Obtaining all permits and required for the performance of the work described in this scope and the payment of all permit fees is the responsibility of the Service Provider.

D. Metered Water - A water meter will be provided by the City at the written request by the Service Provider for the performance of the work throughout the duration of this agreement.

E. Transportation & Disposal of Waste – Service Provider will be responsible for all transportation and disposal of all waste streams generated from the performance of the Work for the duration of this agreement.

F. Hazardous Waste – Service Provider is to assume all filter media, sediment, and debris may contain hazardous materials.

G. Confined Space - When entering vault spaces, all OSHA rules for confined space entry must be followed.

**SECTION 3 - Maintenance and Inspection Program**

**3-1 Annual Inspection Scope**

A. The Annual Inspection shall include the following items:

1. Prior to any maintenance work occurring, a physical inspection of the filter vault structure and all its components, including vault doors and all inlet and outlet structures shall be performed. This inspection will include photographs of the vault structure before and after and cleaning work. Service Provider shall note what type of cartridge connection base is in use within each vault and whether or not there is a need to remove and exchange said base when cartridges are replaced. All photos and inspection data shall be uploaded to the City's GIS stormwater vault database and provided to the Project Manager upon completion of the inspection. The inspection is expected to produce an estimated number of cartridges requiring replacement. Cartridges may not be replaced prior to the annual inspection being completed.

2. At each storm vault, Service Provider shall also inspect vault doors and grate inlets for proper operation and submit a report to the Project Manager detailing any needing replacement including photographs depicting damages and proposals for replacements.

3. Inspection work must be recorded on the Contech Inspection Report form provided on page 6 of the Contech StormFilter Inspection and Maintenance Procedures, provided to the Project Manager after each inspection and its data uploaded to the

City's GIS stormwater vault database.

### 3-2 Annual Maintenance Scope

A. Annual Maintenance shall include the following items:

1. Vault Cleaning – Service Provider shall furnish all necessary labor, materials, equipment, tools, traffic control, public convenience, safety, and other incidental and appurtenant work to remove all debris, excess siltation, sediment and pollutant discharge from each storm vault where necessary as determined by the annual inspection. Prior to work commencing, the Service Provider shall provide a written statement to the Project Manager detailing which sites are to be cleaned and whether or not any cartridges (and how many) are to be replaced at each site.

2. Cartridge Maintenance/Replacement – Service Provider shall furnish all necessary labor, materials, equipment, tools, traffic control, public convenience, safety, and other incidental and appurtenant work to remove and clean or replace all filter cartridges using approved Contech ZPG™ filtration cartridges in accordance with the specification provided by "The Stormwater Management StormFilter® Vault Installation Guide" attached (attachment 3), and "StormFilter Inspection and Maintenance Procedures" attached (attachment 4). **Cartridges may not be replaced unless approved by the Project Manager, are noted during the inspection that the cartridge is due for replacement, and must be recycled through the Contech Filter Exchange Program.**

   All proposed replacements must be submitted in writing and must be approved by the Project Manager prior to the commencement of any replacement work. Cartridge replacement is not expected to be necessary for every cartridge. Contech filter exchange programs **must** be utilized as a cost saving measure. An existing stock of approximately 170 Cartridges are to be installed within CFD 5 vaults prior to the ordering of any new cartridges for CFD 5 vaults. Where prior cartridge stock was installed and what type of connector was used during installation shall be noted on the StormFilter Maintenance Report form (page 7 of the "StormFilter Inspection and Maintenance Procedures").

   Where necessary, ¼ turn connectors will be installed to standardize all cartridge connectors to the ¼ type. All maintenance and replacement work is to be recorded on the StormFilter Maintenance Report form, provided to the Project Manager after the work is performed and its data uploaded to the City's GIS stormwater vault database.

B. Vault Maintenance

1. Maintenance of the structure of the vault itself is generally considered outside of the scope of this agreement. However, if damaged vaults are encountered during inspection, conditions must be recorded on the appropriate inspection form and reported to the Project Manager in writing.

### 3-3 Vault Locations and Filter Quantities

The tables included below indicate the location of each vault and the total number of filters installed within each vault.

A. CFD 2 - Westport

1. General Vault Locations and Cartridge Quantities

| Unit Number | Storm Vault Location | Filter Cartridges |
|---|---|---|
| 2 | Chesapeake Dr. | 35 |
| 9 | Tradewinds Dr. | 22 |
| 4 | Twin Tides Pl. | 34 |
| 8 | Tradewinds Dr. | 23 |
| 6 | Viewpoint Dr. | 11 |
| 10 | Viewpoint Dr. | 32 |
| 1 | Chesapeake Dr. | 30 |
| 3 | Twin Tides Pl. | 10 |
| 7 | Tradewinds Dr. | 2 |
| 16 | Viewpoint Dr. | 3 |
| 5 | Chesapeake Dr. | 25 |
| 11 | Admiral Way | 30 |
| | **Total** | **257** |

B. CFD 4 - Seabridge

1. General Vault Locations and Cartridge Quantities

| Unit Number | Storm Vault Location | Filter Cartridges |
|---|---|---|
| 12 | Seabridge Ln. | 83 |
| 17 | Seabridge Ln/Pedestrian Bridge | 15 |
| 18 | Adriatic St. & Estuary Way | 5 |
| 19 | Farralon Way | 4 |
| 21 | Seabridge Ln. | 5 |
| 13 | Windshore Way/Pedestrian Bridge | 101 |
| 34 | Adriatic St. at Caspian Way | 5 |

| | | |
|---|---|---|
| 36 | Caribbean St at Estuary Way | 8 |
| 15 | Harbour Island Ln. | 56 |
| 20 | Estuary Way | 8 |
| 22 | Crete Ln. | 2 |
| 23 | Adriatic St. | 3 |
| 24 | Harbour Island Ln. | 4 |
| 25 | Caribbean St. | 6 |
| 26 | Harbour Island Ln. | 6 |
| 27 | Seabridge Ln. | 8 |
| 28 | Aleutian Way | 4 |
| 48 | Galapagos Way at Aleutian Way | 4 |
| 56 | Crete Ln. at alley between Galapagos Way & Farralon Way | 2 |
| 57 | Crete Ln. at alley between Harbour Island Ln. & Galapagos Way | 2 |
| 58 | Wooley Rd. NW of Seabridge Ln. | 2 |
| 59 | Wooley Rd. SW of Seabridge Ln. | 2 |
| 60 | Wooley Rd. NE of Seabridge Ln | 2 |
| 61 | Wooley Rd. SE of Seabridge Ln. | 2 |
| 29 | Baltic St at Estuary Way | 8 |
| 30 | Farralon Way at Aleutian Way | 8 |
| 31 | Estuary Way | 2 |
| 32 | Adriatic St. between Caspian Way and Seabridge Ln. | 4 |
| 33 | Crete Ln. at Galapagos Way | 7 |
| 35 | Harbour Island Ln. at Aleutian Way | 4 |
| 37 | Aleutian Way at Galapagos Way | 5 |
| 38 | Caspian Way At Baltic St. | 7 |
| 39 | Crete Ln. at Farralon Way | 7 |
| 40 | Estuary Way at Baltic St. | 7 |
| 41 | Seabridge Ln. at Adriatic St. | 2 |
| 42 | Crete Ln. at Harbour Island Ln. | 6 |

| | | |
|---|---|---|
| 43 | Adriatic St. at Caspian Way | 3 |
| 44 | Crete Ln at Galapagos Way | 5 |
| 45 | Estuary Way at Caribbean St. | 3 |
| 46 | Harbour Island Ln. at Aleutian Way | 7 |
| 47 | Baltic St. at Seabridge Ln. | 4 |
| 49 | Seabridge Ln at Caribbean St. | 12 |
| 62 | Wooley Rd. NW of Victoria Ave | 2 |
| 63 | Wooley Rd. SW of Victoria Ave | 2 |
| 64 | Victoria Ave. at Harbour Island Ln. | 5 |
| 14 | Victoria Ave Near Yolanda's | 51 |
| 50 | Estuary Way at Adriatic St. | 9 |
| 51 | Donegal Way at Baltic St. | 8 |
| 52 | Harbour Island Ln. at Parking Lot | 9 |
| 53 | Caspian Way at Adriatic St. | 12 |
| 54 | Donegal Way at Adriatic St. | 12 |
| 55 | Seabridge Ln. at Caribbean St. | 14 |
| | **Total** | **564** |

## C. CFD 5 - Riverpark

### 1. General Vault Locations and Cartridge Quantities

| Unit Number | Storm Vault Location | Filter Cartridges |
|---|---|---|
| 190 | Alley on Nile River NW of Kings canyon | 5 |
| 191 | NW corner of Flathead River at Ventura Rd. | 6 |
| 192 | SW corner of Flathead River at Ventura Rd. | 5 |
| 193 | NW alley off Flathead River south of Ventura Rd. | 6 |
| 194 | NW alley off Flathead River south of Oxnard Blvd. | 7 |
| 195 | NW corner of Flathead River at Oxnard Blvd. | 9 |
| 196 | SW corner of Flathead River at Oxnard Blvd. | 5 |
| 197 | NW corner of Green River at Ventura Rd. | 6 |
| 198 | SW corner of Green River at Ventura Rd. | 2 |

| | | |
|---|---|---|
| 199 | NW alley off Green River south of Ventura Rd. | 7 |
| 200 | NE alley off Green River south of Ventura Rd. | 5 |
| 201 | NW corner of Flathead River at Oxnard Blvd. | 3 |
| 202 | SW corner of Flathead River at Oxnard Blvd. | 3 |
| 203 | Alley South of Ventura Rd between Flathead River and Green River | 0 |
| 204 | Alley between Garonne and Green River between Ventura Rd and Oxnard Blvd. | 0 |
| 205 | Alley SE of Oxnard Blvd off Green River | 6 |
| 206 | NW alley off Green River SE of Oxnard Blvd. | 2 |
| 207 | NW corner of Green River at Oxnard Blvd. | 7 |
| 208 | SW corner of Green River at Oxnard Blvd. | 5 |
| 209 | Alley off Green River west of Garrone | 6 |
| 210 | South corner of Green River at Garonne St | 6 |
| 211 | North corner of Green River at Garonne St | 3 |
| 212 | Alley off Green River SE of Moonlight Park | 4 |
| 213 | Alley at the SE intersection of Flathead River | 6 |
| 214 | Alley at SW side of Flathead River East of Moonlight Park | 3 |
| 215 | SW corner of Flathead River at Moonlight Park | 2 |
| 216 | NW corner of Flathead River at Moonlight Park | 4 |
| 217 | NW alley off Moss Landing between Green River and Garonne | 5 |
| 218 | SE alley off Moss Landing between Green River and Garonne | 7 |
| 219 | NW alley off Flathead River NW of Moonlight Park | 3 |
| 220 | SW corner of Green River at Oxnard Blvd | 3 |
| 221 | NW corner of Green River at Oxnard Blvd | 3 |
| 222 | NW alley off Kiawah River between Thames River and Roia Ln | 7 |
| 223 | NW alley off Indus Place between Roia Ln and Shenandoah Dr. | 3 |
| 224 | NW corner of Nimes at Kiawah River | 3 |

| | | |
|---|---|---|
| 225 | SW corner of Nimes at Kiawah River | 5 |
| 226 | West corner of Java Pl at Moss Landing | 3 |
| 227 | NW corner of alley at Nimes NE of Garonne | 5 |
| 228 | NW corner of Nimes at Garonne | 7 |
| 229 | NW corner of Orleans at Kiawah River | 2 |
| 230 | SW corner of Orleans at Kiawah River | 15 |
| 231 | SW side of Lakeview at Moss Landing | 5 |
| 232 | NW side of Lakeview at Moss Landing | 3 |
| 233 | NW corner of alley on Moss Landing between Garonne and Java Place | 5 |
| 234 | SW corner of Java Pl at Thames River | 7 |
| 235 | NW alley off Java Pl. west of Thames River | 6 |
| 236 | NW alley off Java Pl west of Thames River | 7 |
| 237 | Lakeview Court end of Cul de Sac | 13 |
| 238 | Lakeview Court at Orleans at walking path | 9 |
| 239 | NW Kiawah River at the alley between Nimes and Orleans | 3 |
| 240 | Alley between Java Pl and Kiawah River east of Roia Ln | 3 |
| 241 | NW alley off Kiawah River between Moss Landing and Nimes | 7 |
| 242 | SW corner of Smokey Mountain at American River | 6 |
| 243 | NE corner of American River and Riverpark Dr. | 8 |
| 244 | NE corner of Smokey Mountain at Big Sur River | 1 |
| 245 | NE alley off Smokey Mountain between American River and Big Sur River | 4 |
| 246 | NW alley off Smokey Mountain between American River and Big Sur River | 7 |
| 247 | NW corner of Big Sur River at Smokey Mountain (corner of Vineyards Park) | 2 |
| 248 | NW side of Indus Pl east of Palisades Park | 9 |
| 249 | NW corner of Roia Ln at Indus Pl adjacent to the tennis courts | 1 |

| | | |
|---|---|---|
| 250 | NW side of Indus Pl south of Orleans and prior to the alley | 6 |
| 251 | NW corner of Indus Pl at Orelans at East Park | 7 |
| 252 | Alley off Indus Pl between Palisades Park and Roia | 2 |
| 253 | Alley off Indus Place between Orleans and Palisades Park | 3 |
| 254 | Danvers River east of Rocky Mountain | 3 |
| 255 | Alley off Rocky Mountain between Danvers River and Elk River | 3 |
| 256 | NW Alley off Rocky Mountain between Danvers River and Elk River Pl | 2 |
| 257 | NW corner of Elk River at Rocky Mountain | 4 |
| 258 | NW side of Rocky Mountain at Elk River between two alleys | 3 |
| 259 | NE Alley off Rocky Mountain between Elk River and Feather River Pl | 2 |
| 260 | NW Alley off Rocky Mountain between Elk River and Feather River Pl | 2 |
| 261 | Alley off Smokey Mountain SW of Danvers River | 7 |
| 262 | NW corner of Smokey Mountain between alley and Danvers River | 2 |
| 263 | NE side of Smokey Mountain between alley and Danvers River | 7 |
| 264 | NW corner of Indus Pl at Thames River | 5 |
| 265 | SW corner of Indus Pl at Thames River | 6 |
| 266 | SW alley at Indus Pl between Shenandoah and Thames River | 5 |
| 267 | NW corner of Indus Pl between the alley and Shenandoah | 5 |
| 268 | SW alley off Indus Pl between Roia and Shenandoah | 7 |
| 269 | SW corner of Olive St at the entrance of Paseo Del Rio Apts. | 18 |
| 270 | NW corner of Olive St at the entrance of Paseo Del Rio Apts. | 18 |

| | | |
|---|---|---|
| 271 | SW Danvers River west of Moonlight Park Ave. at driveway entrance to backside of Target adjacent to the Park at the Collection | 6 |
| 272 | NW Danvers River east of driveway entrance to Mosaic Apts and west of Moonlight Park Ave. | 5 |
| 273 | Danvers River next to Targe across the street from Mosaic Apts Pool | 1 |
| 274 | SW corner of Danvers River at Riverpark Blvd next to parking lot | 7 |
| 275 | NW corner of Danvers River at Riverpark Blvd next to parking lot | 8 |
| 276 | NW corner of Colonia at Riverpark Blvd. | 10 |
| 277 | SW of Elk River Pl at the alley | 2 |
| 278 | NW side of alley south of Elk River Pl | 1 |
| 122 | West side of Moss Landing between Kings Canyon and Lakeview Ct. next to detention basin | 5 |
| 123 | West side of Oxnard Blvd. between London Ln and Oxnard Blvd. Traffic Circle at alley | 4 |
| 124 | West side of Moss Landing at the alley SE of Oxnard Blvd Traffic Circle | 7 |
| 125 | West side of Kiawah River at Moss Landing | 7 |
| 126 | NW side of Kiawah River at Moss Landing | 9 |
| 127 | West side of Kiawah River at the alley between Moss Landing and London Ln. | 3 |
| 128 | NW Kiawah River between Moss Landing and London Ln at alley | 13 |
| 129 | SW corner of Kiawah River at London Ln | 3 |
| 130 | NW corner of Kiawah River at London Ln | 8 |
| 131 | SW alley off Kiawah River between Oxnard Blvd.and London Ln | 5 |
| 132 | Oxnard Blvd SE of Kiawah River | 3 |
| 133 | Kiawah River at the North alley between Oxnard Blvd and London Ln. | 6 |
| 134 | Oxnard Blvd NE of Kiawah River | 4 |
| 135 | Oxnard Blvd SW of Kiawah River | 5 |

| | | |
|---|---|---|
| 136 | Oxnard Blvd NE of Kiawah River | 6 |
| 137 | Kiawah River at the SW alley between Lisbon Ln and Oxnard Blvd. | 7 |
| 138 | Kiawah River at the NW alley between Lisbon Ln and Oxnard Blvd. | 6 |
| 139 | NE corner of London Ln at Garonne | 7 |
| 140 | NW corner of Garonne at London Ln. | 9 |
| 141 | NW corner of London Ln at Garonne | 7 |
| 142 | West corner of Oxnard Blvd at Owens River | 10 |
| 143 | West side of Albion Dr. at the road bend between Owens River and Platte Way | 4 |
| 144 | West side of Albion Dr. between Platte Way and Rio Grande Way | 3 |
| 145 | West side of Albion Dr. between Rio Grande and Seine River | 3 |
| 146 | West side of Albion Dr. between Seine River and Tiber River | 4 |
| 147 | West side of Albion Dr. between Tiber River and Whalen Way | 15 |
| 148 | West side of Albion Dr. between Whalen Way and Xanadu Way | 20 |
| 149 | Platte Way east of Albion Dr. | 24 |
| 150 | Rio Grande west of Oxnard Blvd. | 16 |
| 151 | Rio Grande east of Albion Dr. | 3 |
| 152 | Seine River east of Albion Dr. | 23 |
| 153 | East side of Kings Canyon between Platte Way and Rio Grande Way | 3 |
| 154 | West side of Kings Canyon between Platte Way and Rio Grande Way | 2 |
| 155 | East side of Kings Canyon between Rio Grande Way and Seine River | 3 |
| 156 | West side of Kings Canyon between Rio Grande Way and Seine River | 2 |
| 157 | East side of Kings Canyon between Tiber River and Whalen Way | 3 |

| | | |
|---|---|---|
| 158 | East side of Kings Canyon between Whalen Way and Xanadu Way | 2 |
| 159 | West side of Kings Canyon between Whalen Way and Xanadu Way | 1 |
| 160 | North side of Xanadu Way between Kings Canyon and Oxnard Blvd. | 17 |
| 161 | SW side of Platte Way at Kings Canyon | 5 |
| 162 | NW side of Platte Way at Kings Canyon | 7 |
| 163 | SW side of Platte Way between Oxnard Blvd and alley | 11 |
| 164 | SW side of Rio Grande between Kings Canyon and alley | 4 |
| 165 | NW side of Rio Grande between Kings Canyon and alley | 5 |
| 166 | NW side of Rio Grande between Oxnard Blvd. and alley | 7 |
| 167 | SW side of Rio Grande between Oxnard Blvd. and alley | 7 |
| 168 | SW side of Seine River between Kings Canyon and alley | 5 |
| 169 | NW side of Seine River between Kings Canyon and alley | 21 |
| 170 | NW side of Seine River between Oxnard Blvd and alley | 6 |
| 171 | SW side of Tiber River at Kings Canyon | 3 |
| 172 | NW side of Tiber River at Kings Canyon | 5 |
| 173 | SW side of Tiber River between Oxnard Blvd. and Kings Canyon | 9 |
| 174 | SW side of Whalen Way between Oxnard Blvd. and Kings Canyon | 21 |
| 175 | South side of Kings Canyon between Nile River and alley along detention basin | 2 |
| 176 | Alley at Kings Canyon between Nile River and Moss Landing | 5 |
| 177 | North side of Kings Canyon between Nile River and alley | 2 |
| 178 | West side of Kings Canyon at Owens River along detention basin | 2 |
| 179 | NE side of Kings Canyon at Owens River | 5 |

| | | |
|---|---|---|
| 180 | SW alley off Owens River east of Oxnard Blvd. | 1 |
| 181 | SW side of Owens River east of Oxnard Blvd. | 3 |
| 182 | NW side of Owens River east of Oxnard Blvd. | 6 |
| 183 | NW corner of Owens River at Kings Canyon | 5 |
| 184 | SW alley off Nile River east of Oxnard Blvd. | 3 |
| 185 | NW alley off Nile River east of Oxnard Blvd. | 5 |
| 186 | SW corner of Nile River at Oxnard Blvd. | 5 |
| 187 | NW corner of Nile River at Oxnard Blvd. | 6 |
| 188 | NW corner of Nile River at Kings Canyon | 1 |
| 189 | SW corner of Nile River at Kings Canyon | 2 |
| 53 | Riverpark Blvd. NW of the lift station | 14 |
| 54 | North corner of Forest Park Blvd. at Ventura Rd. | 10 |
| 55 | Ventura Rd. NW of Forest Park Blvd. | 4 |
| 56 | Ventura Rd. NW side of street at Green River | 2 |
| 57 | SW corner of Garonne at Ventura Rd. | 8 |
| 58 | NE corner of Garonne at Ventura Rd. | 16 |
| 59 | West side of Ventura Rd. at Garonne | 3 |
| 60 | Oxnard Blvd. NE corner at Danvers River | 7 |
| 61 | Oxnard Blvd. NW corner at Danvers River | 6 |
| 62 | Oxnard Blvd. NE of Green River | 3 |
| 63 | Oxnard Blvd. NW of Green River | 3 |
| 64 | Oxnard Blvd North of Green River at Central Park | 10 |
| 65 | Moss Landing Dr. NE of Garonne | 8 |
| 66 | Moss Landing Dr. NW of Garonne | 10 |
| 67 | Moon Light Park NW side of the street between Forest Park and Flathead River | 2 |
| 68 | Moss Landing SW of Green River | 4 |
| 69 | Green River Dr. at Moss Landing | 3 |
| 70 | Moss Landing Dr. SE of Garonne St. | 4 |
| 71 | Moss Landing Dr. SW of Garonne St. | 7 |

| | | |
|---|---|---|
| 72 | Orleans Ln.NE corner at Garonne St. | 5 |
| 73 | Orleans Ln. NW corner at Garonne St. | 4 |
| 74 | Garonne St. at Nimes Ln. SW side of St. | 5 |
| 75 | Orleans Ln. NE of Indus Pl. | 13 |
| 76 | Kiawah River Blvd. between Moss Landing and alley, SW side of the St. | 8 |
| 77 | Kiawah River N side of the street between Moss Landing and the alley | 7 |
| 78 | Riverpark Blvd. SE of Danvers River | 9 |
| 79 | Riverpark Blvd. NE of Danvers River | 9 |
| 80 | Thames River NW of Forest Park Blvd. | 5 |
| 81 | Thames River Dr. NE of Indus Pl. | 2 |
| 82 | Thames River Dr. NE of Java Pl. | 3 |
| 83 | Thames River Dr. NW of Java Pl. | 7 |
| 84 | Thames River Dr. parkway of Rio Del Mar School | 7 |
| 85 | Thames River Dr. parkway across the street from Rio Del Mar School and W of Lakeview Ct. | 10 |
| 86 | Thames River Dr. East of Rio Del Mar School driveway on the South S | 4 |
| 87 | Thames River Dr. East of Rio Del Mar School driveway on the North side of the street | 6 |
| 88 | Forrest Park Blvd. between Riverpark Blvd. and Moonlight Park Ave. N side of the street | 9 |
| 89 | NW corner of Forest Park Dr. at Moonlight Park Ave. | 7 |
| 90 | SW corner of Forest Park Blvd. at Moonlight Park Ave. | 6 |
| 91 | NE corner of Forest Park Blvd. at Oxnard Blvd. | 8 |
| 92 | SE corner of Forest Park Blvd. at Oxnard Blvd. | 5 |
| 93 | N side of Forest Park Blvd. between Ventura Rd and Oxnard Blvd. | 8 |
| 94 | S side of Forest Park Blvd. between Ventura Rd and Oxnard Blvd. | 5 |
| 95 | SW side of Forest Park Blvd at Ventura Rd | 4 |

| | | |
|---|---|---|
| 96 | W side of Ventura Rd between Forest Park Blvd and Clyde River Pl. | 4 |
| 97 | E side of Ventura Rd between Forest Park Blvd. and Clyde River Pl. | 9 |
| 98 | NW corner of Forest Park Blvd at Vineyard Ave. | 14 |
| 99 | S side of Forest Park Blvd between Vineyard Ave. and Thames River Dr. | 11 |
| 100 | N side of Forest Park Blvd between Vineyard Ave. and Thames River Dr. adjacent to Rio Vista School | 5 |
| 101 | SE side of Forest Park Blvd. at Thames River Dr. | 16 |
| 102 | NE side of Thames River Dr. | 5 |
| 103 | S side of Forest Park Blvd between Garonne St and Moonlight Park Ave. | 5 |
| 104 | N side of Forest Park Blvd between Garonne St and Moonlight Park Ave. | 3 |
| 105 | SE side of Ventura Rd. between Owens River Dr. and Kiawah River Dr. | 4 |
| 106 | NW side of Ventura Rd. between Owens River Dr. and Kiawah River Dr. | 3 |
| 107 | Owens River Blvd, between Ventura Rd. and Nile River at the Alley | 7 |
| 108 | Owens River Blvd. where Nile River intersects with Windrow Park | 4 |
| 109 | N corner of Owens River Dr. and Nile River | 15 |
| 110 | Alley between Owens River Dr. and Nile River | 7 |
| 111 | SW side of Kiawah River Dr. between Lison Ln. and the alley | 3 |
| 112 | NW side of Kiawah River Dr. between Lison Ln. and the alley | 6 |
| 113 | NW side of Kiawah River Dr. at the alley between Lison Ln. and Ventura Rd. | 4 |
| 114 | SW side of Kiawah River Dr. between Ventura Rd and the alley | 7 |
| 115 | NW side of Kiawah River Dr. between Ventura Rd and the alley | 14 |

| | | |
|---|---|---|
| 116 | NW side of Kiawah River Dr. West of Ventura Rd and the alley | 7 |
| 117 | SW side of Kiawah River Dr. West of Ventura Rd and the alley | 4 |
| 118 | SW side of Kiawah River Dr. between Nile River and Ventura Rd at alley | 4 |
| 119 | NW side of Kiawah River Dr. between Nile River and alley | 11 |
| 120 | NW side of Kiawah River Dr. between Nile River and Owens River at alley | 6 |
| 121 | West side of Moss Landing between Kings Canyon and Lakeview Ct. | 7 |
| 18 | Town Center Dr. at Portico near Bank of American | 66 |
| 19 | Town Center Dr. in parkway between Oxnard Blvd. and Portico | 67 |
| 20 | Danvers River between Moonlight Park Ave & Riverpark Blvd (Tempo at Riverpark) | 30 |
| 21 | Riverpark Blvd. north of Danvers River St. | 18 |
| 22 | Danvers River St. west of Moonlight Park Ave. Behind Target | 27 |
| 23 | Danvers River and Oxnard Blvd. west Target parking lot | 31 |
| 24 | Riverpark Blvd. NW of Danvers River St. (RHF Sonata Apts) | 3 |
| 25 | Ventura Rd. W of Albion | 10 |
| 26 | Ventura Rd. NW of Albion | 3 |
| 27 | Albion Way at Ventura Rd. SW mow strip before alley | 18 |
| 28 | Lison Dr. North of Kiawah River | 10 |
| 29 | Nile River West of Oxnard Blvd. | 15 |
| 30 | Albion Way North of Nile River | 21 |
| 31 | Owens River Dr. East of Albion | 14 |
| 32 | Owens River Dr. West of Albion | 6 |
| 33 | Moss Landing SE of N. Oxnard Blvd. | 5 |
| 34 | Moss Landing NE of N. Oxnard Blvd. | 7 |
| 35 | Ventura Rd. NW of Oxnard Blvd. traffic circle | 7 |

| | | |
|---|---|---|
| 36 | Ventura Rd. SW of Oxnard Blvd. traffic circle | 4 |
| 37 | Oxnard Blvd SE of London Rd | 5 |
| 38 | Oxnard Blvd NE of London Rd | 5 |
| 39 | Oxnard Blvd NW of Lisbon Rd | 3 |
| 40 | Danvers River at Moonlight Park, NE corner | 3 |
| 41 | Danvers River NE of Oxnard Blvd. | 3 |
| 42 | Danvers River South of Oxnard Blvd. | 3 |
| 43 | Riverpark Blvd at Colonia Rd, Krispy Kreme parkway | 6 |
| 44 | Riverpark Blvd at Colonia Rd, Krispy Kreme planter bed | 10 |
| 45 | Riverpark Blvd at Colonia Rd, Krispy Kreme drive through | 6 |
| 46 | Riverpark Blvd. parkway in front of Paseo Del Rio Apartments | 7 |
| 47 | Oxnard Blvd. in parkway by South of Red Robin | 4 |
| 48 | Oxnard Blvd. in parkway by North of Red Robin | 21 |
| 49 | Oxnard Blvd. in park way NW of Red Robin next to vacant field | 10 |
| 50 | NE corner of Oxnard Blvd & Clyde River | 4 |
| 51 | NW corner of Riverpark Blvd and Town Center Dr. | 4 |
| 52 | Riverpark Blvd adjacent to lift station | 4 |
| 1 | Danvers River at Moonlight Park | 36 |
| 2 | Seaglass at Danvers River | 56 |
| 3 | Kiawah Rivers alley between Lison Ln. & Ventura Rd. | 10 |
| 4 | Ventura Rd & Garonne St. NE alley | 26 |
| 5 | Moss Landing and Garonne St. NW alley | 12 |
| 6 | Garonne St. & London Ln. NW alley | 11 |
| 7 | Kiawah River alley between Nimes Ln. & Moss Landing Blvd. | 8 |
| 8 | NE corner alley at Orleans Dr. & Kiawah River | 6 |
| 9 | Greenbelt at Rocky Mountain Dr. and Feather River Pl. | 11 |

| | | |
|---|---|---|
| 10 | Riverpark Blvd. inside Pasep Santa Clara Apts.SE corner near green belt | 34 |
| 11 | Ventura Rd. & Clyde River | 11 |
| 12 | Clyde River & Oxnard Blvd. | 15 |
| 13 | Riverpark Blvd at Collection/24 Fitness Entrance | 6 |
| 14 | Oxnard Blvd. & Clyde River SE corner | 24 |
| 15 | Town Center Dr. & Riverpark Blvd. SW corner | 32 |
| 16 | Collection Marketplace adjacent to 101 Freeway & Lazy Dog Restaurant | 76 |
| 17 | Collection Marketplace adjacent to the Oxnard Blvd Northbound off ramp near Whole Foods | 67 |
| | **Total** | **2274** |

# EXHIBIT B

## TRADE SERVICE AGREEMENT
## (CITY of Oxnard and Downstream Services, Inc.)

## SCHEDULE OF COMPENSATION

| Bid Item | Description (LABOR ONLY) | Price | Unit |
|---|---|---|---|
| 1 | Inspection Scope Section 3-1 – CFD 2 | $2,056.00 | Annual |
| 2 | Inspection Scope Section 3-1 – CFD 4 | $8,411.00 | Annual |
| 3 | Inspection Scope Section 3-1 – CFD 5 | $44,298.00 | Annual |
| 4 | Vault Maintenance – Cleaning Only | $1,225.00 | /hr |
| 5 | Vault Maintenance – Cleaning and Cartridge Replacement | $1,893.00 | /hr |
| 6 | Single Cartridge Replacement | $786.00 | /Unit Replaced |
| | | | |
| | **Materials** | **Price** | **Unit** |
| 10 | 18 inch Contech ZPG ™ Filtration cartridge (New) | $343.00 | /Cartridge |
| 11 | 18 inch Contech ZPG™ filtration cartridge (Recycled) | $162.00 | /Cartridge |
| 12 | 1/4 Turn Connector | $6.00 | /Connector |
| | | $59,180.00 | **Total Bid Price** |

# EXHIBIT C
# TRADE SERVICES AGREEMENT
# (CITY of Oxnard and Downstream Services, Inc.)

## INSURANCE REQUIREMENTS

### INSURANCE REQUIREMENTS FOR VENDORS
### (WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

a. Commercial General Liability Insurance, including Contractual Liability, 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 CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. 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 Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Vendor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Vendor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-I or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

1/23

**INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS**

***Certificates of Insurance***

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

***Endorsement Forms***

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-I.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $1,000,000<br>PRODUCTS COMP/OP AGG. $1,000,000<br>PERSONAL & ADV. INJURY $1,000,000<br>EACH OCCURRENCE $1,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY** | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER** | | | | |

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

**CITY OF OXNARD % Evident ID, Inc.**
**8520 Allison Pointe Blvd. Ste 223**
**PMB 5210**
**Indianapolis, Indiana 462500-4299 US**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

# GENERAL LIABILITY SPECIAL ENDORSEMENT
## FOR THE CITY OF OXNARD (the "City")

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

## OTHER PROVISIONS

| COVERAGES | LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE | AGGREGATE |
|---|---|---|
| ☐ GENERAL | | |
| ☐ PRODUCTS/COMPLETED OPERATIONS | | |
| ☐ PERSONAL & ADVERTISING INJURY | | |
| ☐ FIRE DAMAGE | | |
| ☐ _____ | | |
| ☐ _____ | | |

Underwriter=s representative for claims pursuant to this insurance.

**CLAIMS:**
Name: _____
Address: _____
_____
Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED**. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST**. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE**. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES**. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

## ENDORSEMENT HOLDER

**CITY OF OXNARD % Evident ID, Inc.**
**8520 Allison Pointe Blvd. Ste 223**
**PMB 5210**
**Indianapolis, Indiana 462500-4299 US**

## AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
*(original signature required)*

Telephone: ( ) Date Signed _____

# AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
## FOR THE CITY OF OXNARD (the "City")

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

## OTHER PROVISIONS

## LIMIT OF LIABILITY

**$ _____ per accident, for bodily injury and property damage.**

**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES. Any** failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

## ENDORSEMENT HOLDER

**CITY OF OXNARD % Evident ID, Inc.**
**8520 Allison Pointe Blvd. Ste 223**
**PMB 5210**
**Indianapolis, Indiana 462500-4299 US**

## AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

*(original signature required)*

Telephone: ( ) Date Signed _____

# EXHIBIT D

## TRADE SERVICES AGREEMENT
## (CITY of Oxnard and Downstream Services, Inc.)

## LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $19.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS**
**EFFECTIVE JULY 1, 2024**

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

# EXHIBIT E

## TRADE SERVICES AGREEMENT
## (CITY of Oxnard and Downstream Services, Inc.)

## PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE

PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

# EXHIBIT F
# TRADE SERVICES AGREEMENT

(CITY of Oxnard and Downstream Services, Inc.)

## IRAN CONTRACTING ACT CERTIFICATION
## (TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

**OPTION No.1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of _____ in the State of _____

**OPTION No.2 - EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of _____ in the State of _____

**EXHIBIT G**

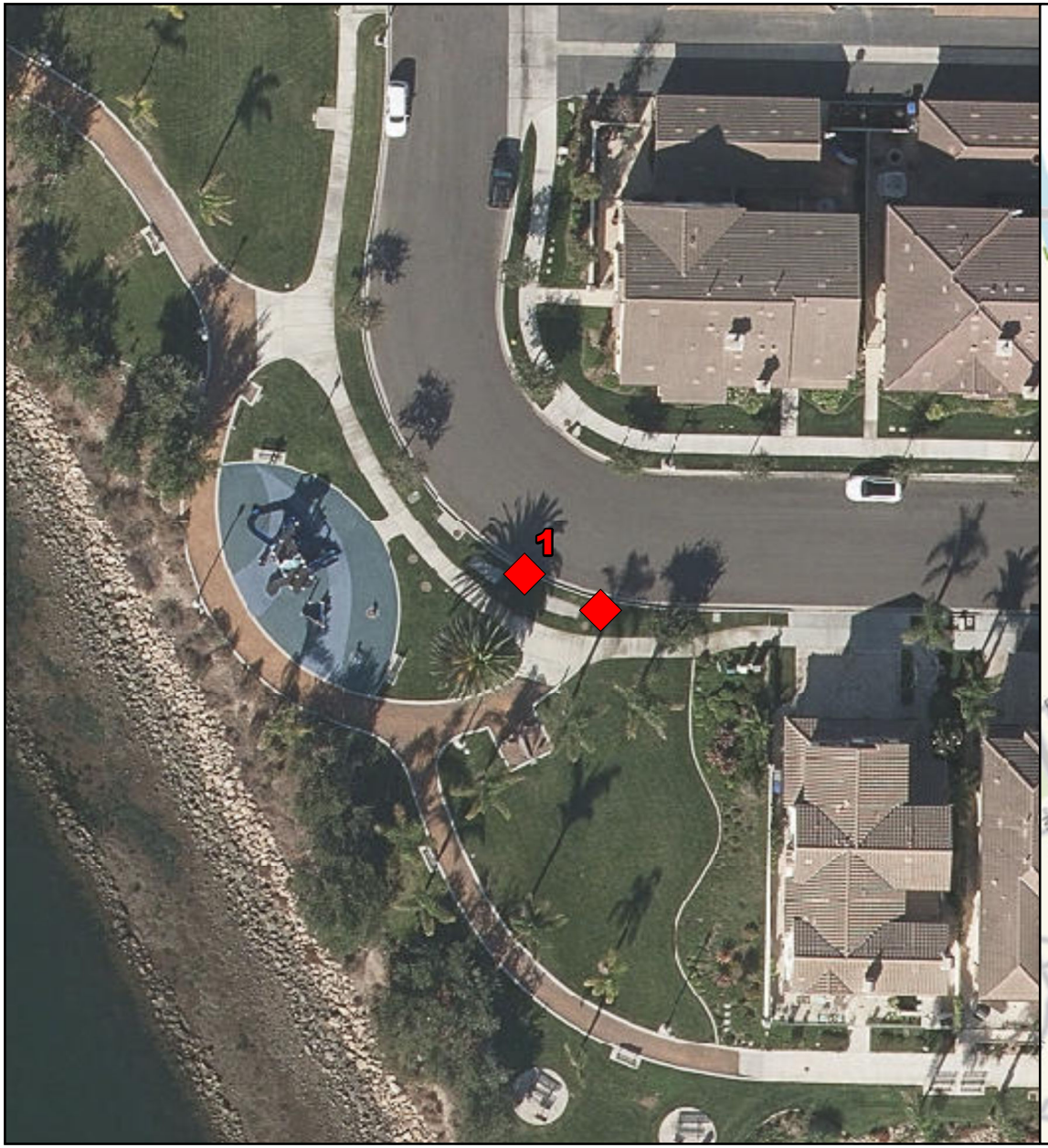
**TRADE SERVICES AGREEMENT**
**(CITY of Oxnard and Downstream Services, Inc.)**

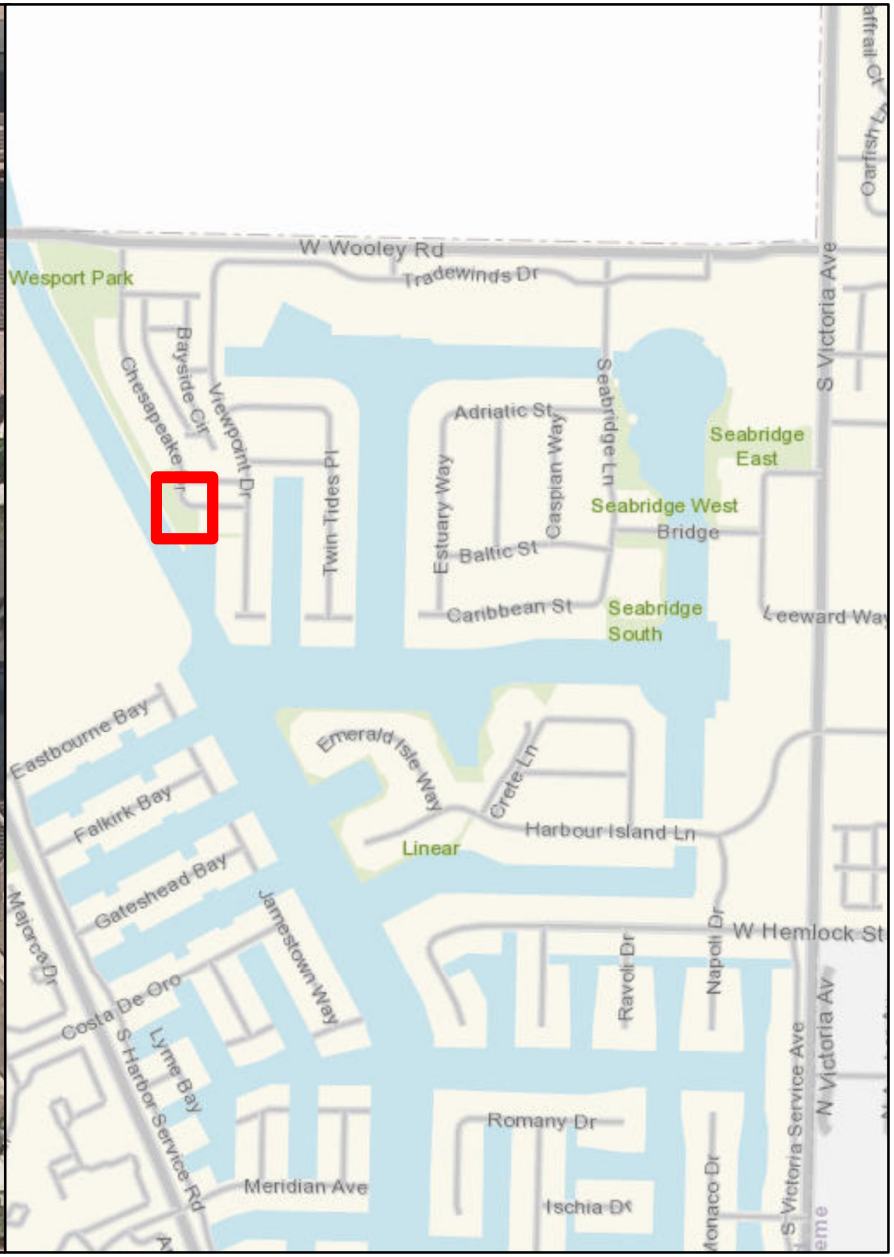
**CFD EXHIBIT MAPS_HARBOR**

# (ON THE FOLLOWING PAGES)

# Filtration Unit No. 1






## STORMFILTER TREATMENT UNIT

### Number of Cartridges is 30

**Legend**

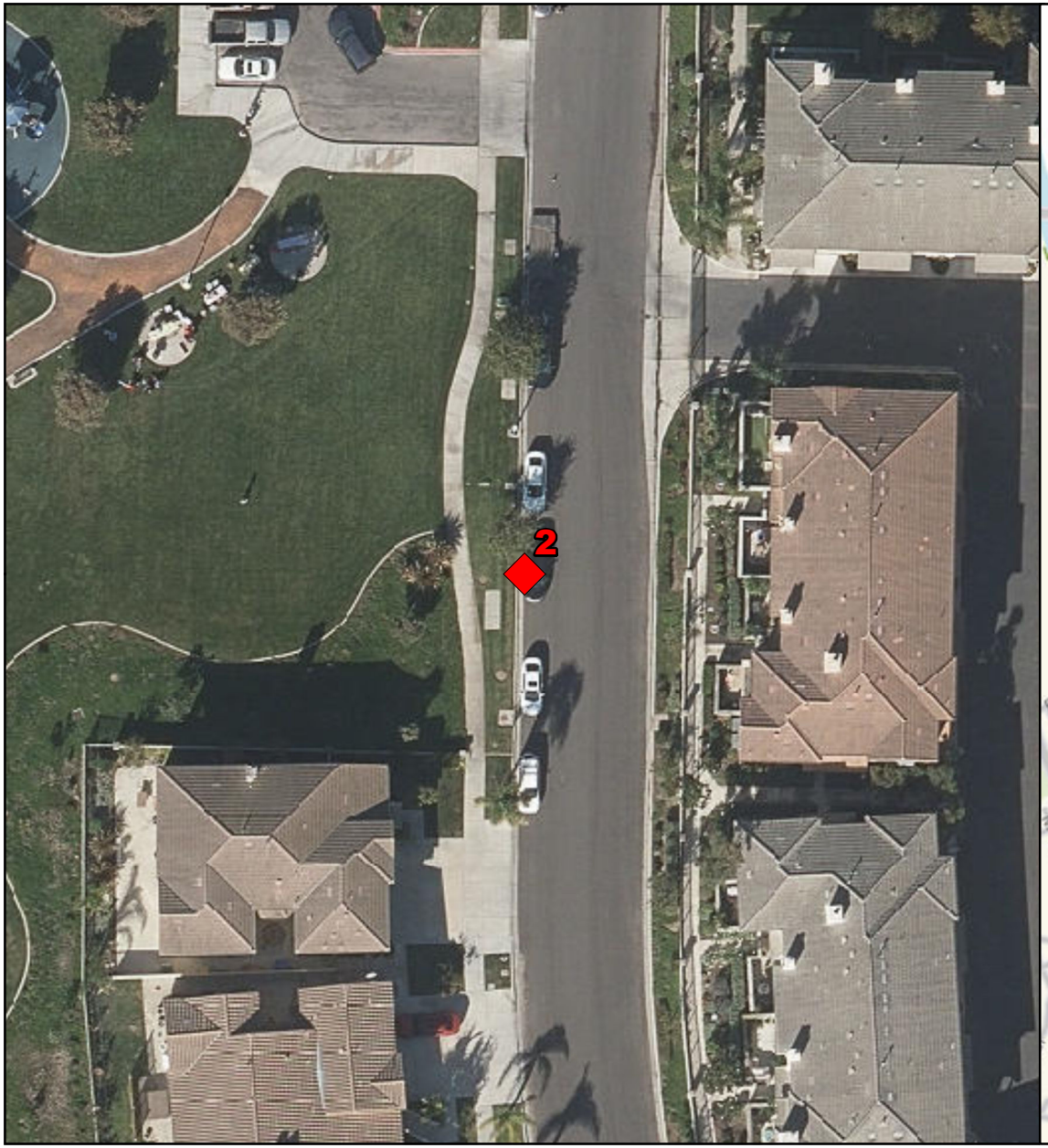
Filtration Unit

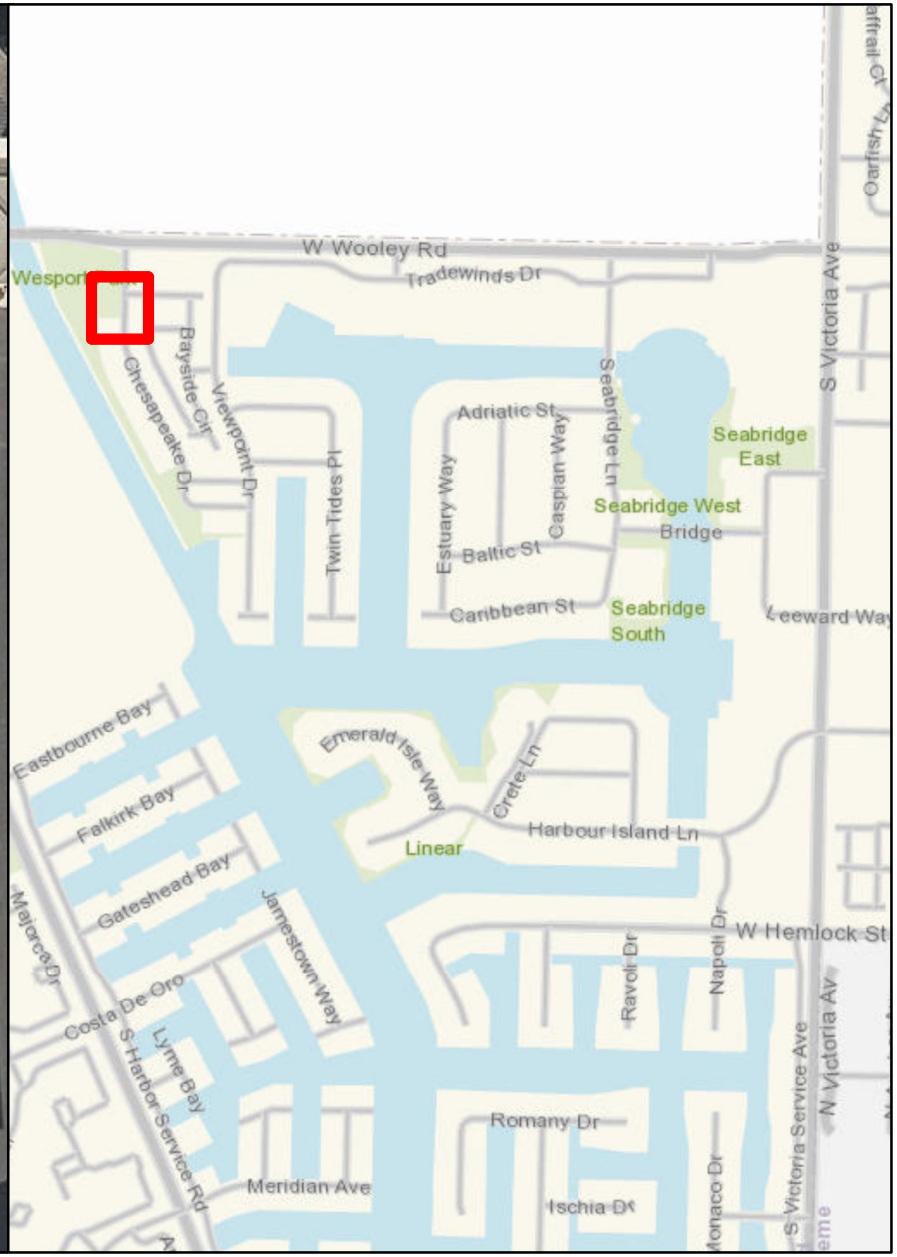
0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 2






## STORMFILTER TREATMENT UNIT

### Number of Cartridges is 35

**Legend**

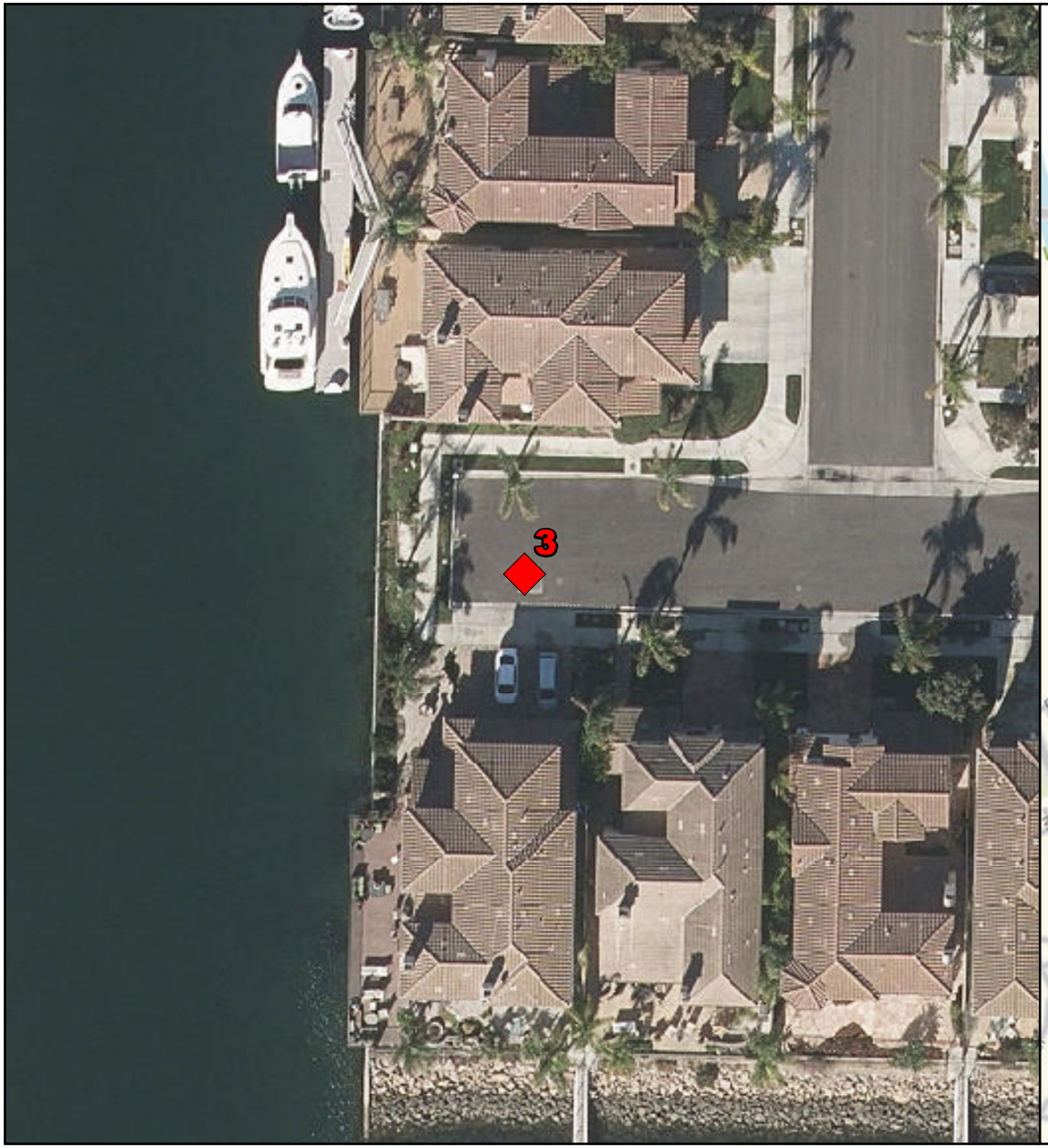
Filtration Unit

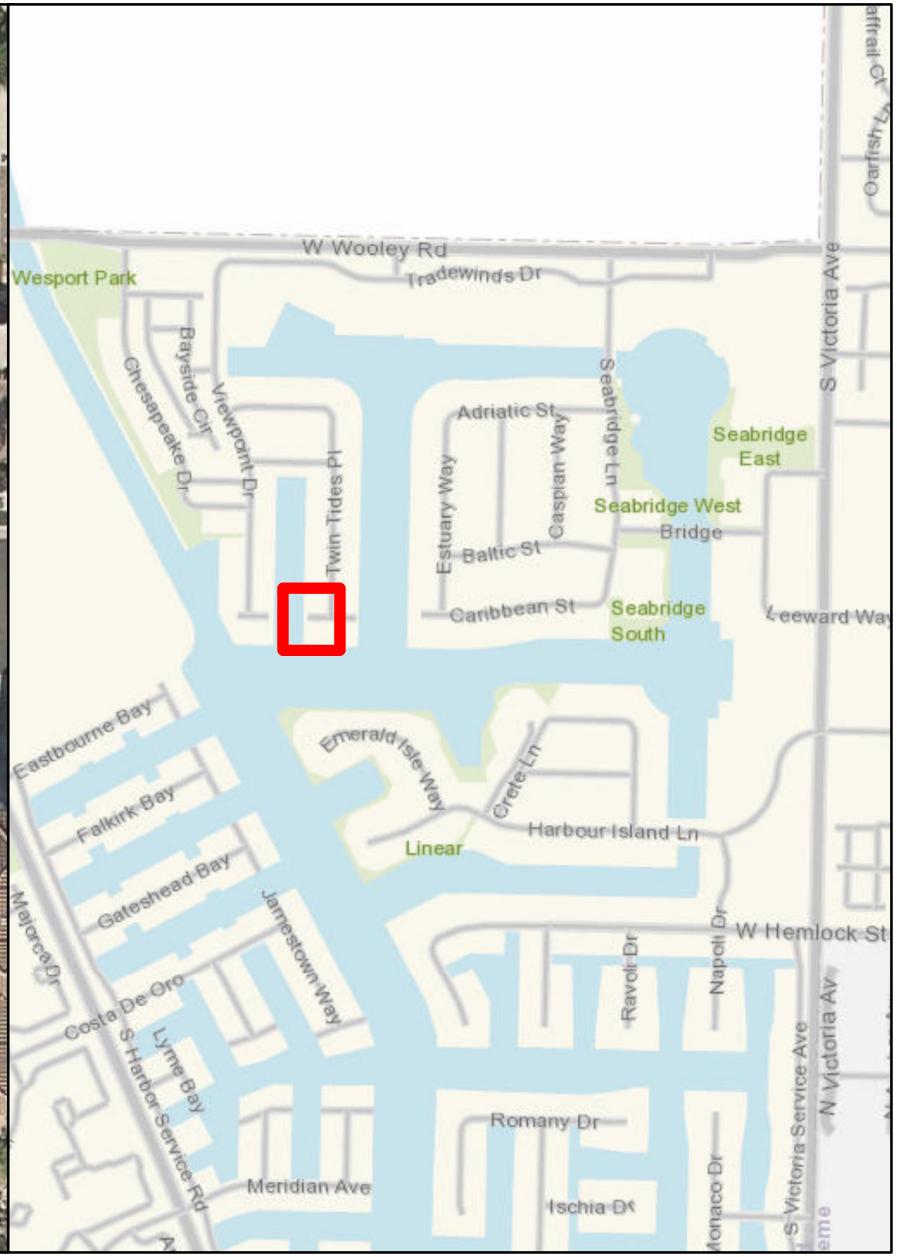
0 15 30 60 90 120 Feet

N
W E
S

# Filtration Unit No. 3






## STORMFILTER TREATMENT UNIT

### Number of Cartridges is 10

**Legend**

Filtration Unit

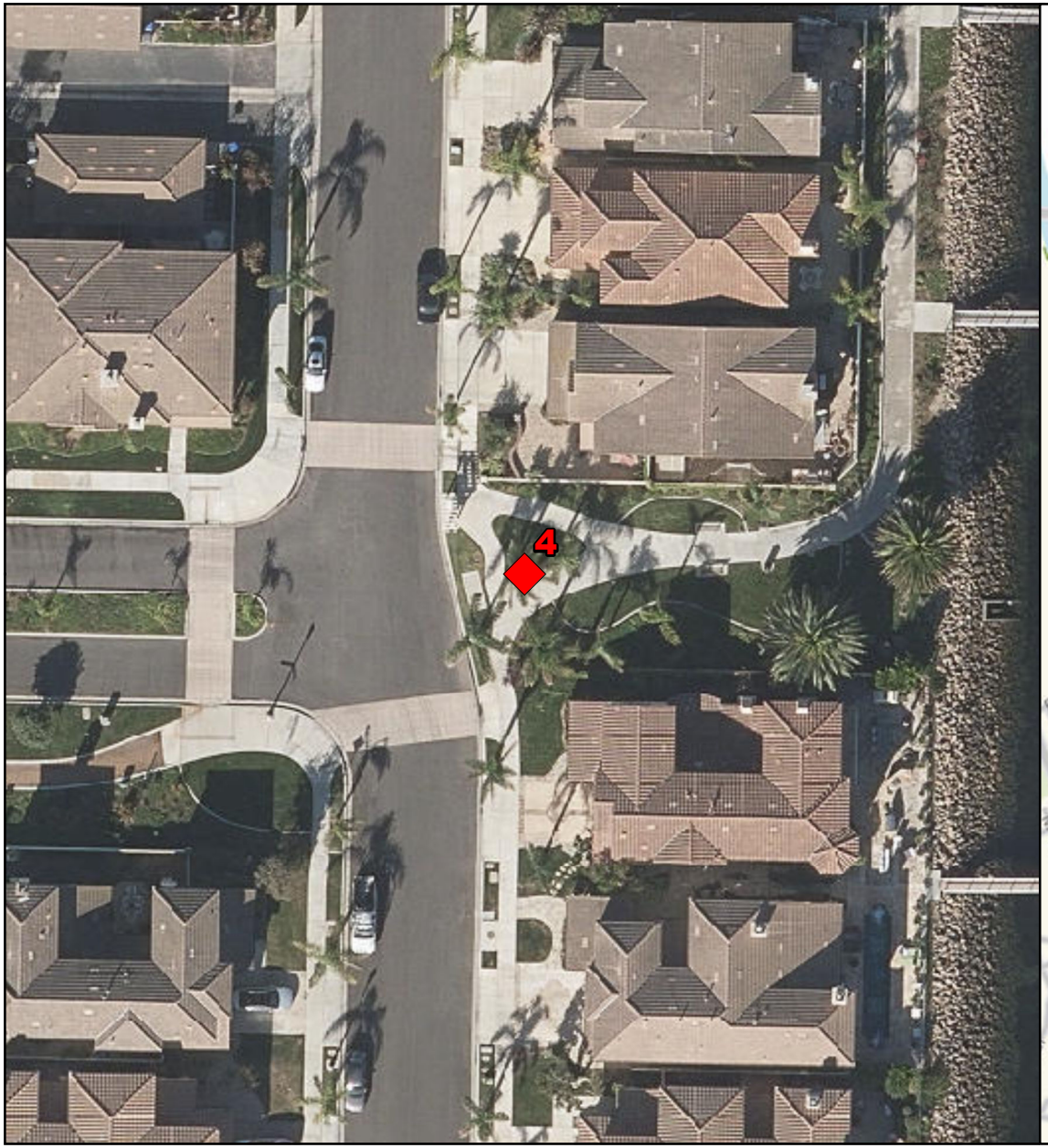
0 15 30 60 90 120 Feet

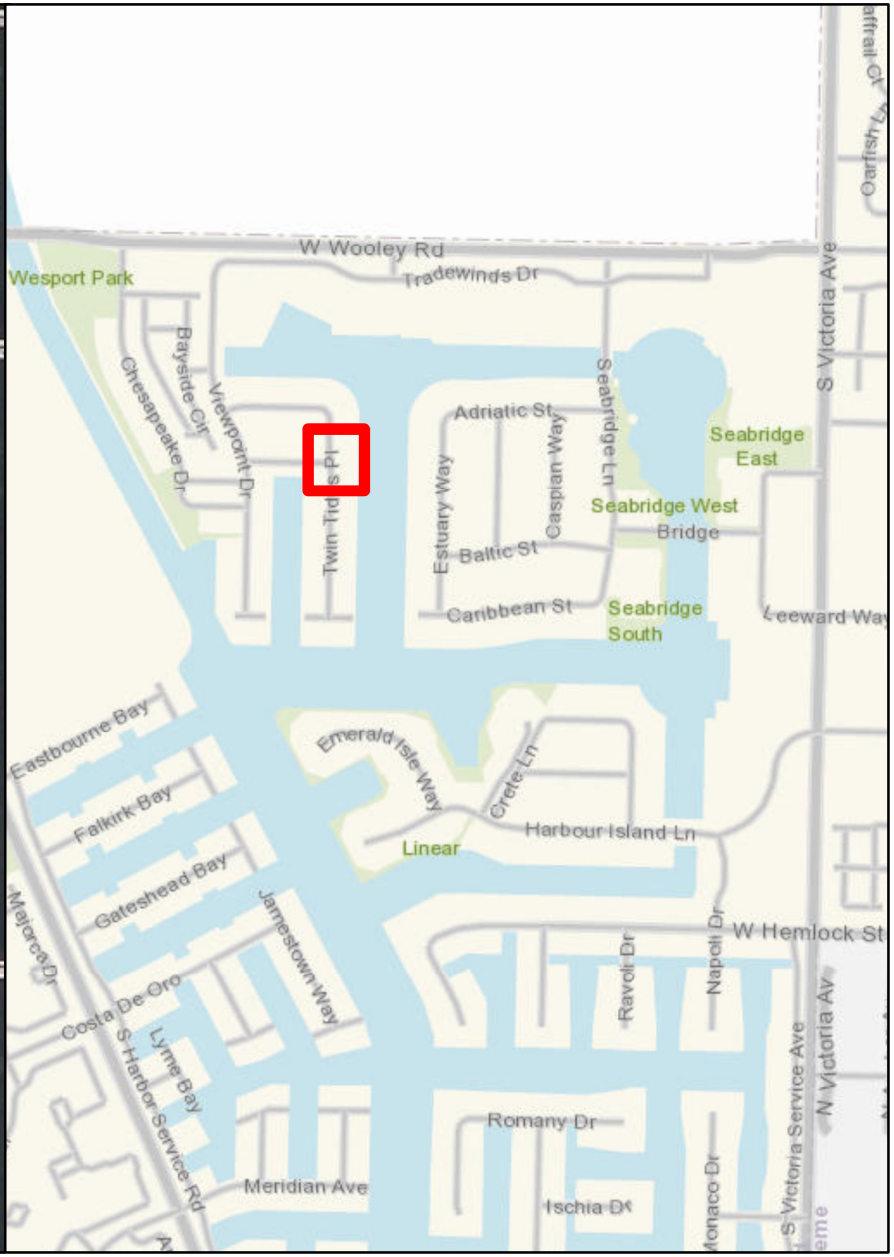


N W E S

# Filtration Unit No. 4






## STORMFILTER TREATMENT UNIT

### Number of Cartridges is 34

**Legend**

Filtration Unit

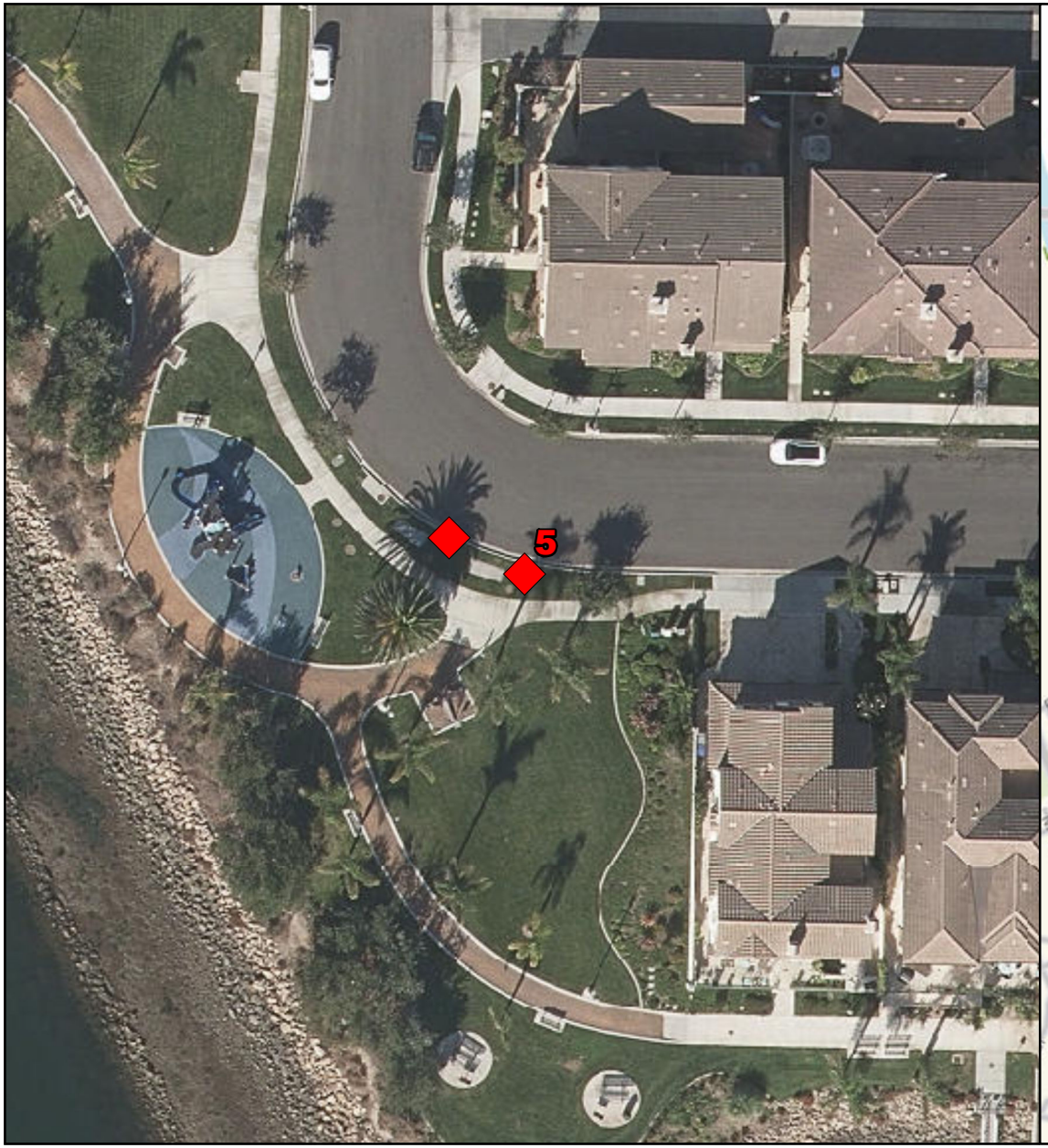
0 15 30 60 90 120 Feet

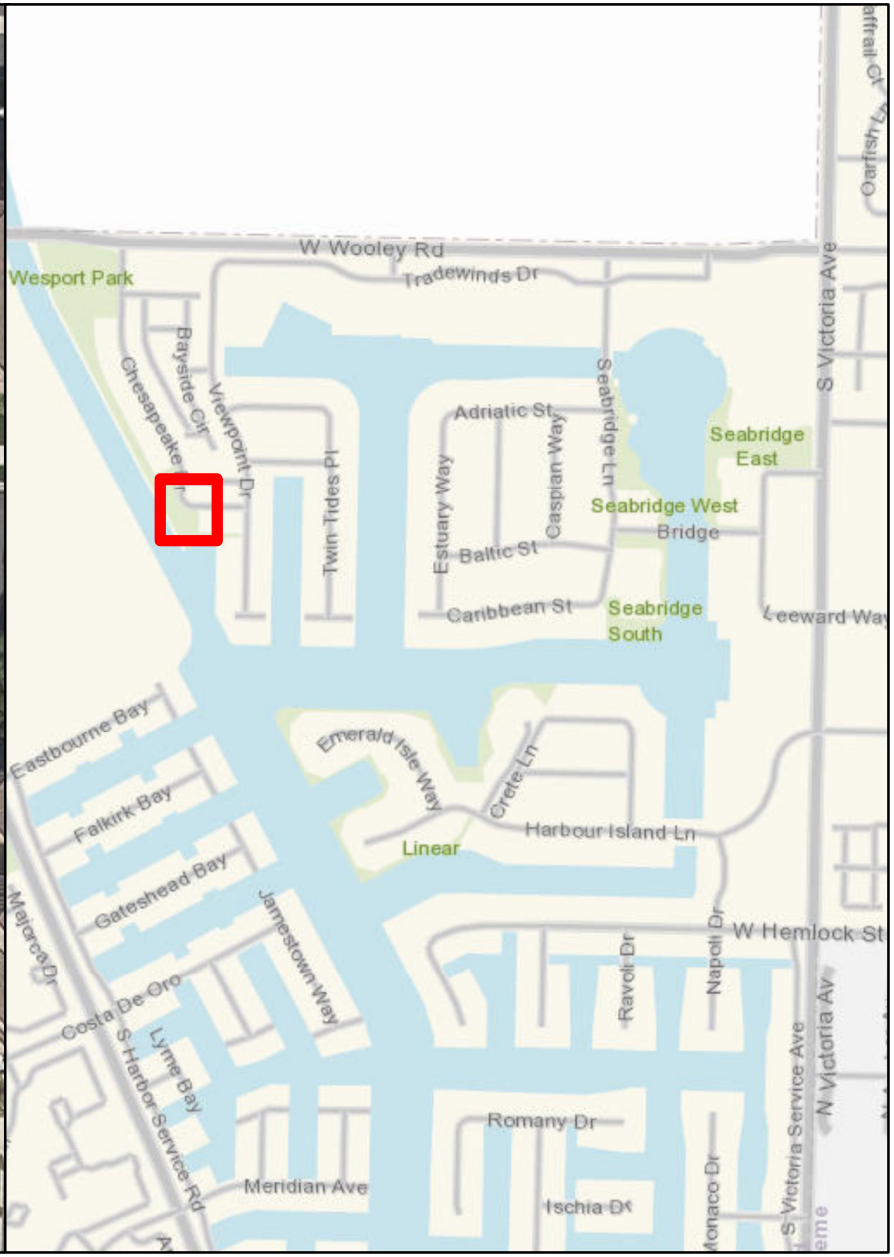


N W E S

# Filtration Unit No. 5






## STORMFILTER TREATMENT UNIT

### Number of Cartridges is 25

**Legend**

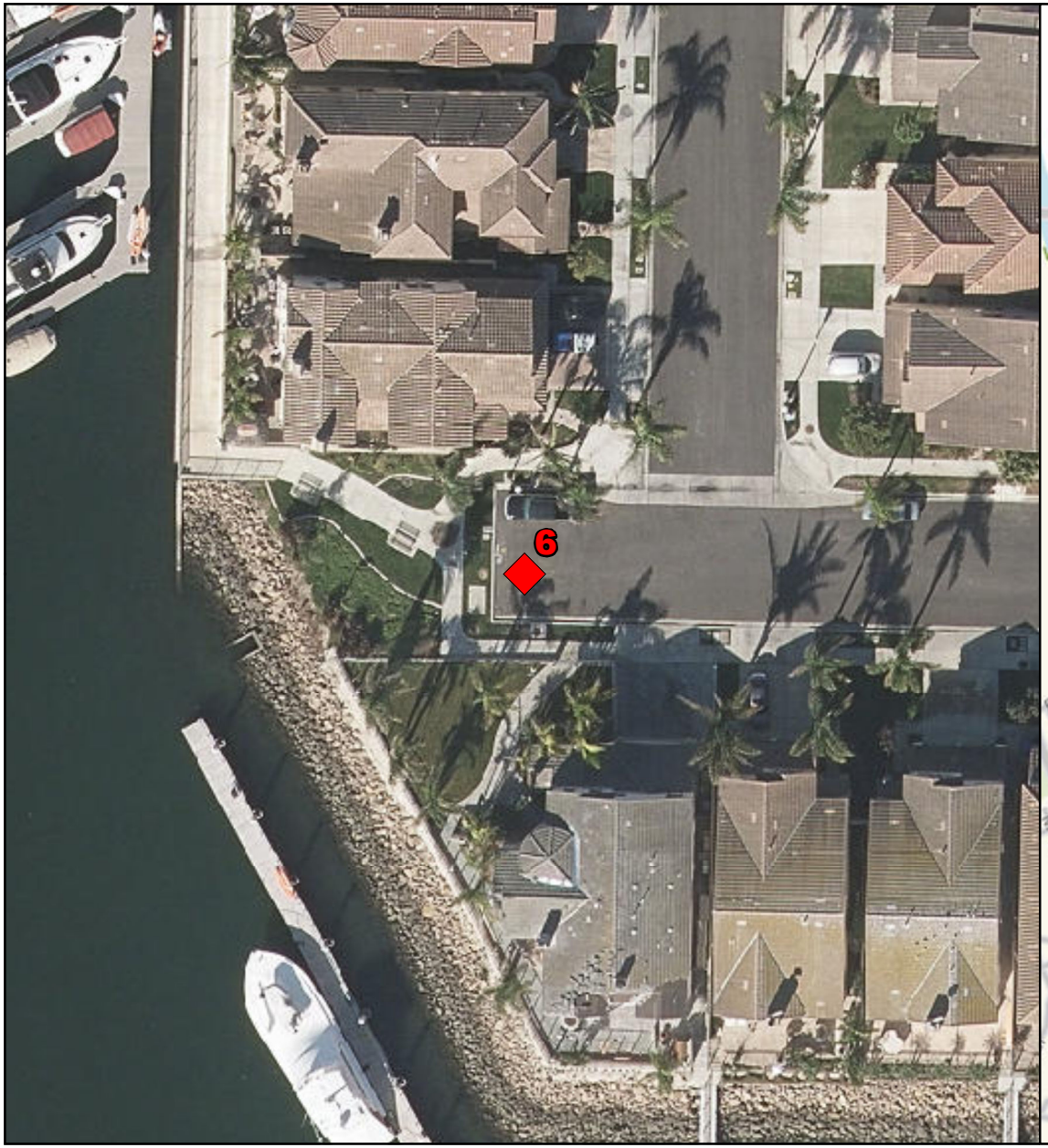
Filtration Unit

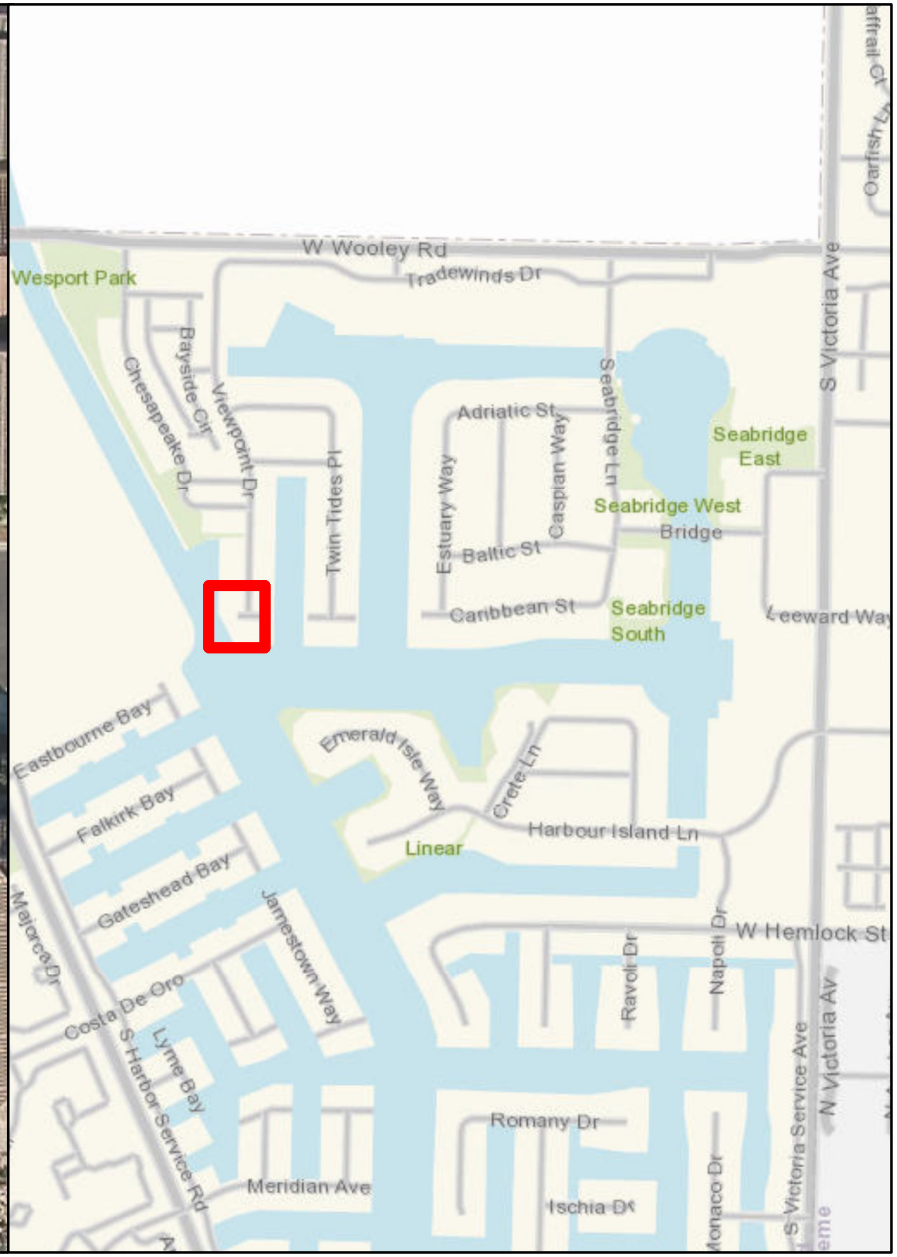
0 15 30 60 90 120 Feet

N
W E
S

# Filtration Unit No. 6






## STORMFILTER TREATMENT UNIT

### Number of Cartridges is 11

**Legend**

Filtration Unit

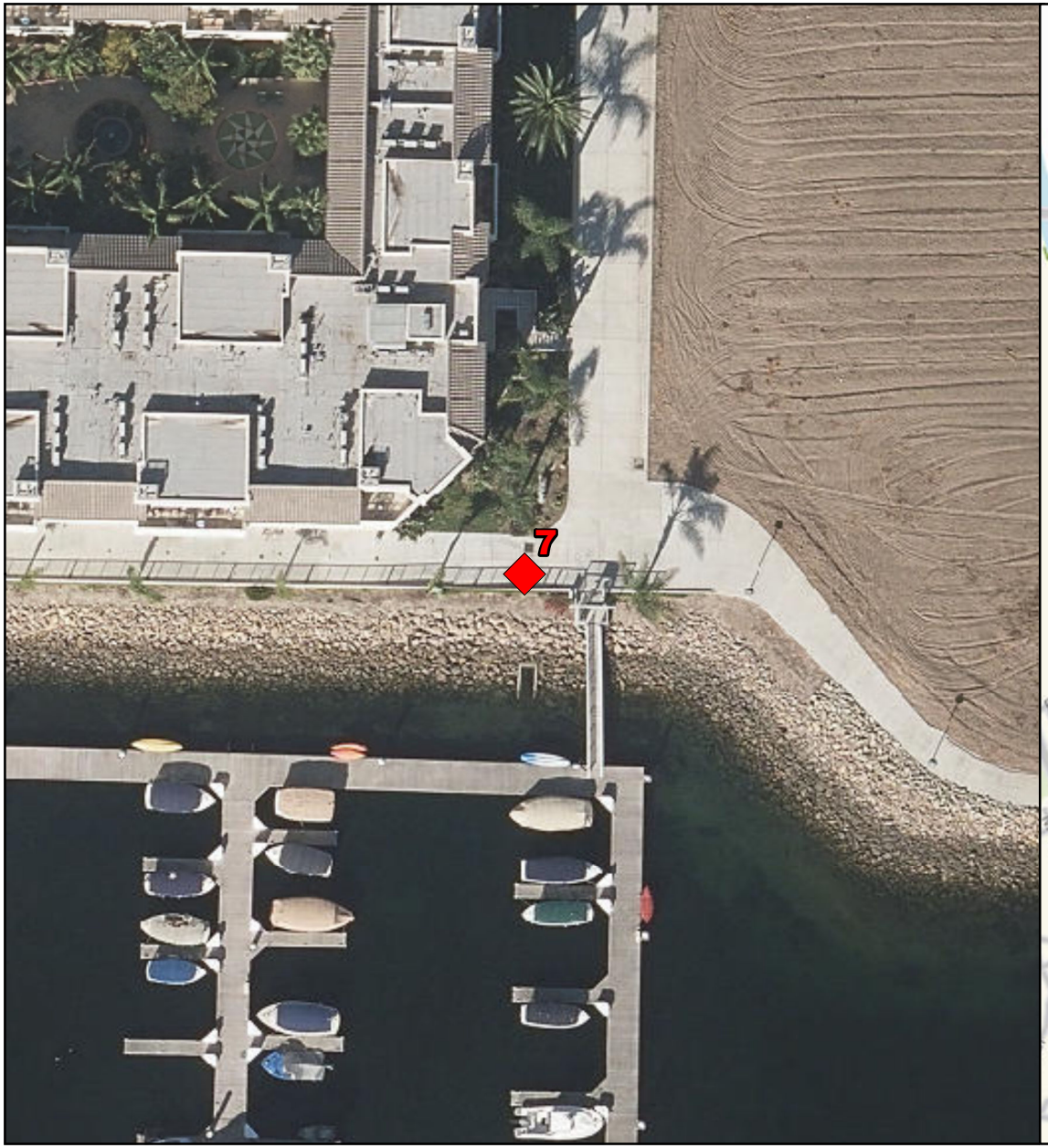
0 15 30 60 90 120 Feet

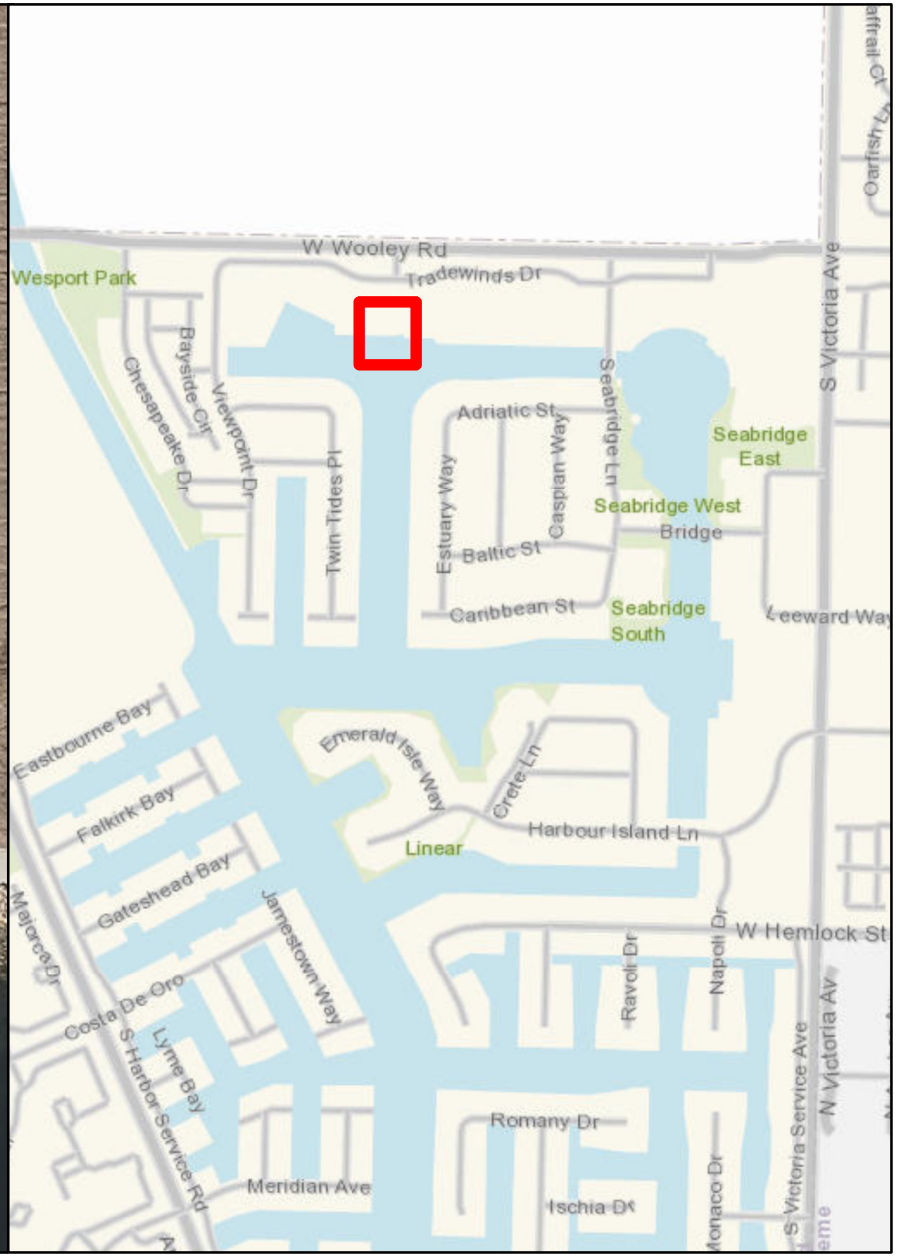


N W E S

# Filtration Unit No. 7






## STORMFILTER TREATMENT UNIT

Number of Cartridges is 2

**Legend**

Filtration Unit

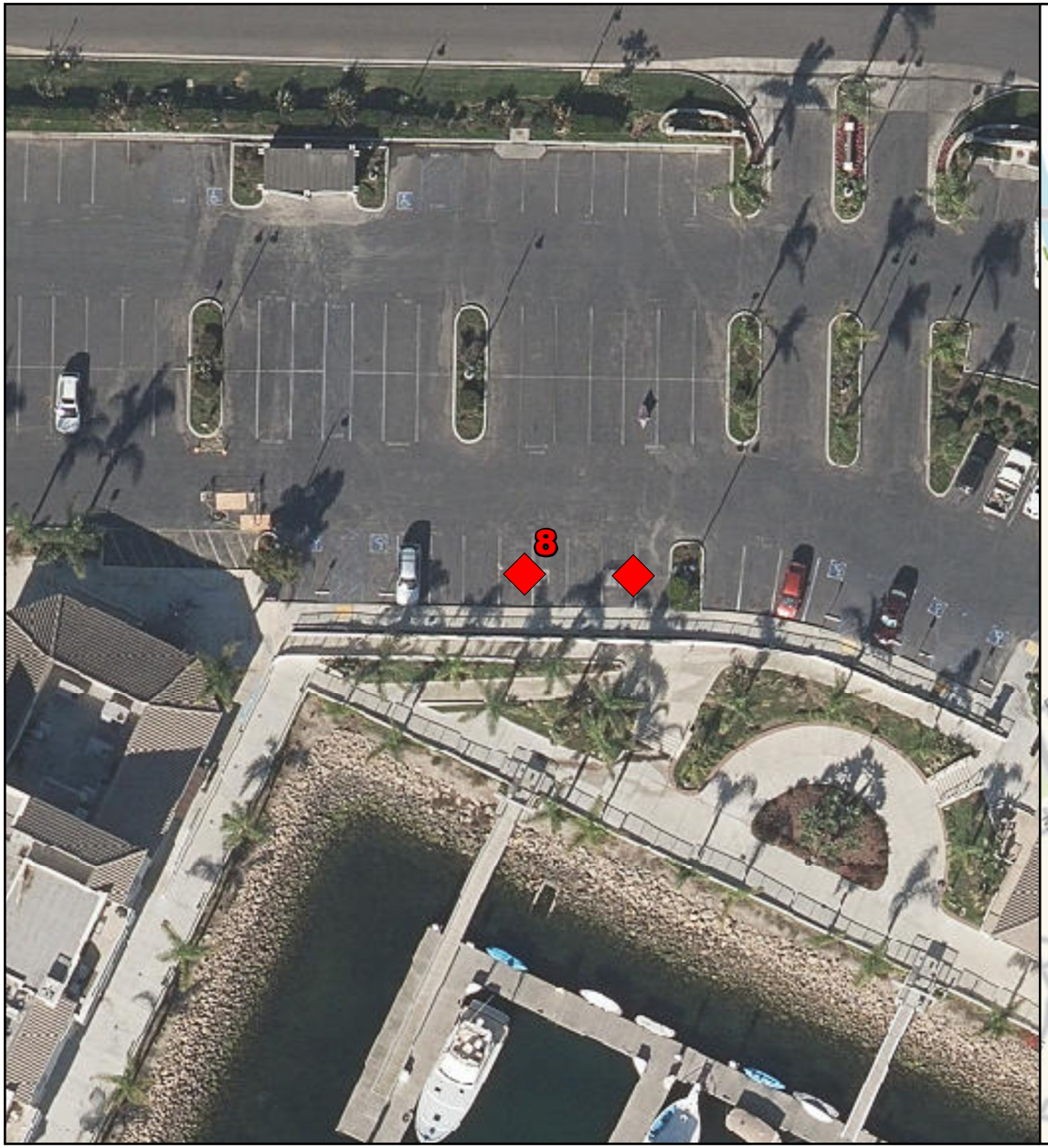
0 15 30 60 90 120 Feet

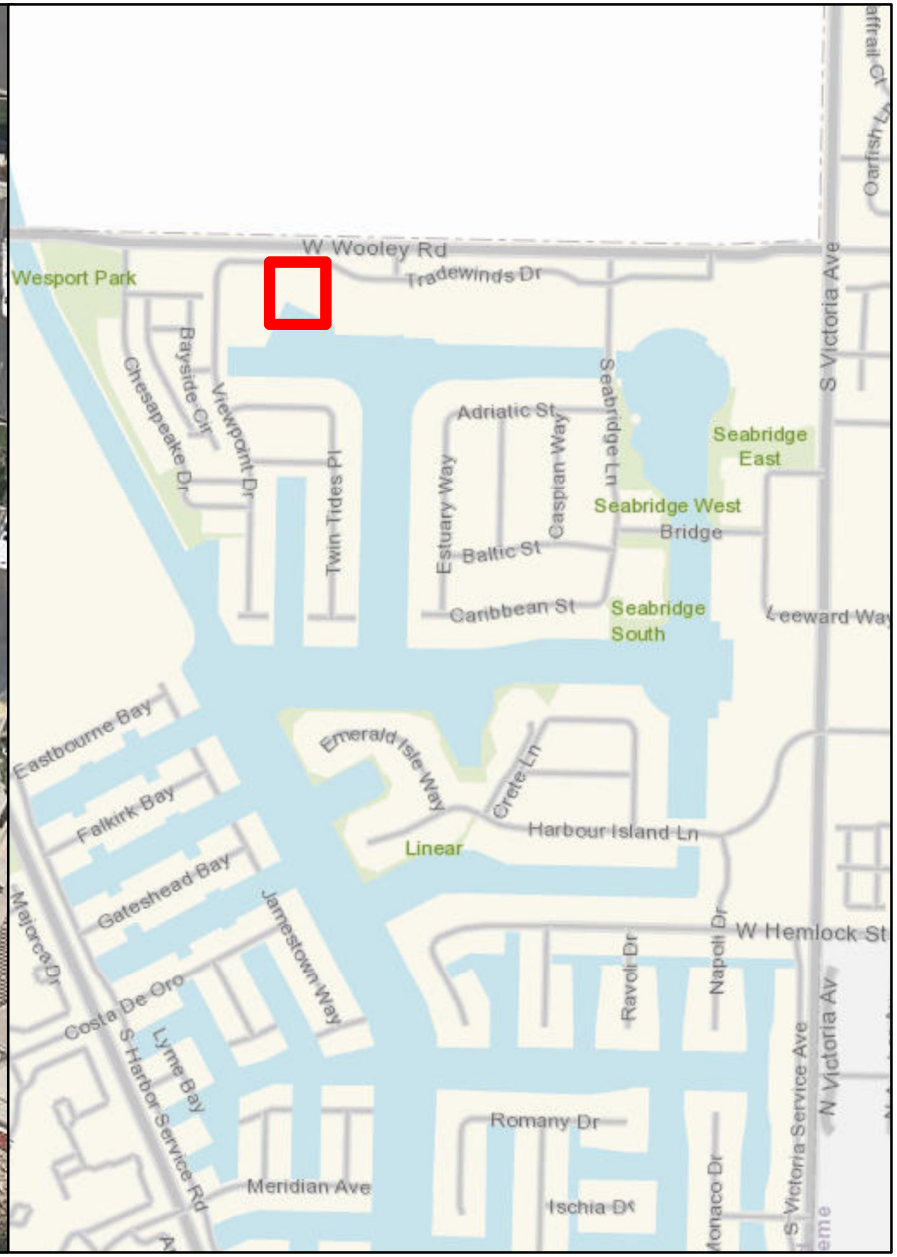


N W E S

# Filtration Unit No. 8






## STORMFILTER TREATMENT UNIT

### Number of Cartridges is 23

**Legend**

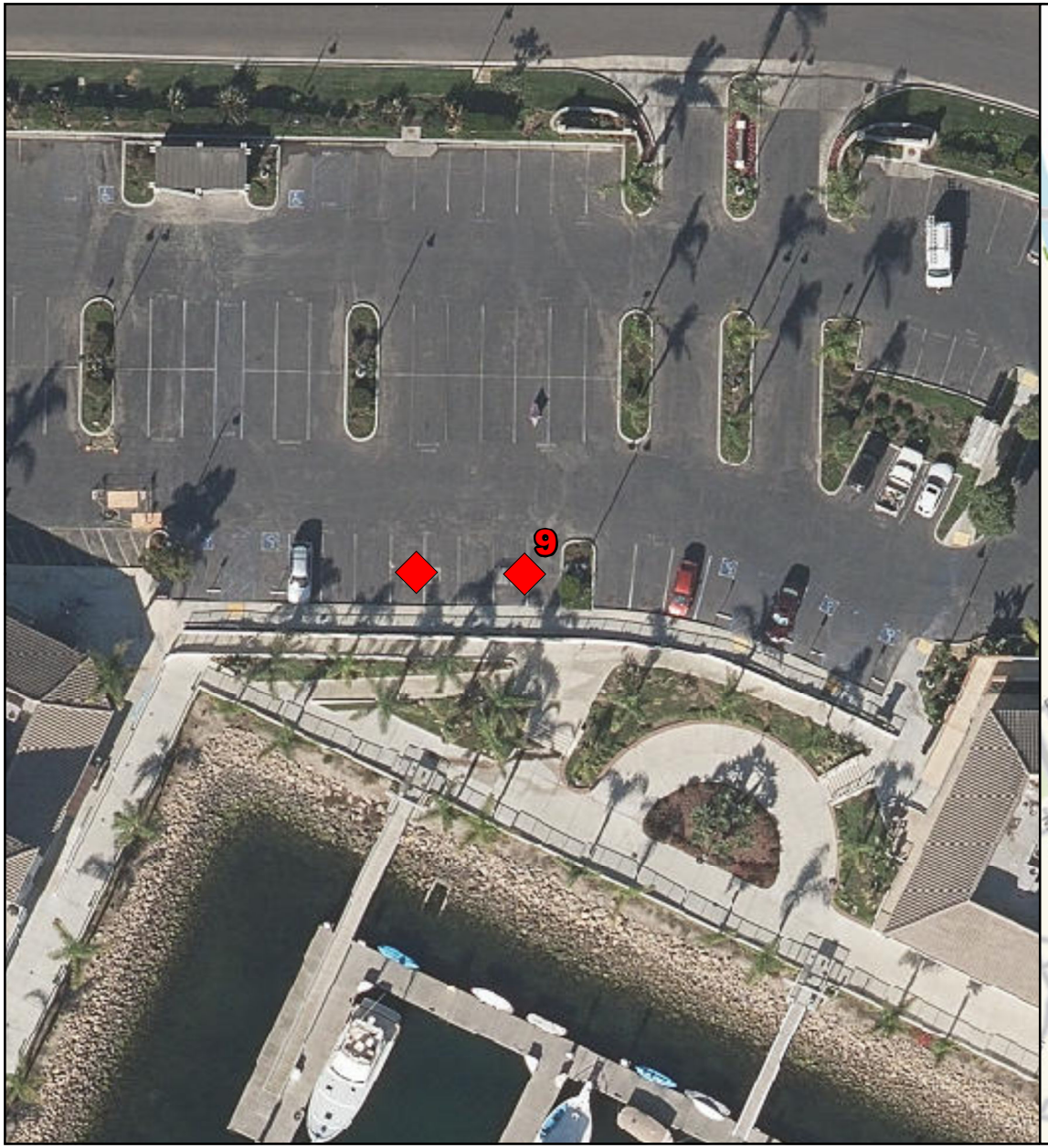
Filtration Unit

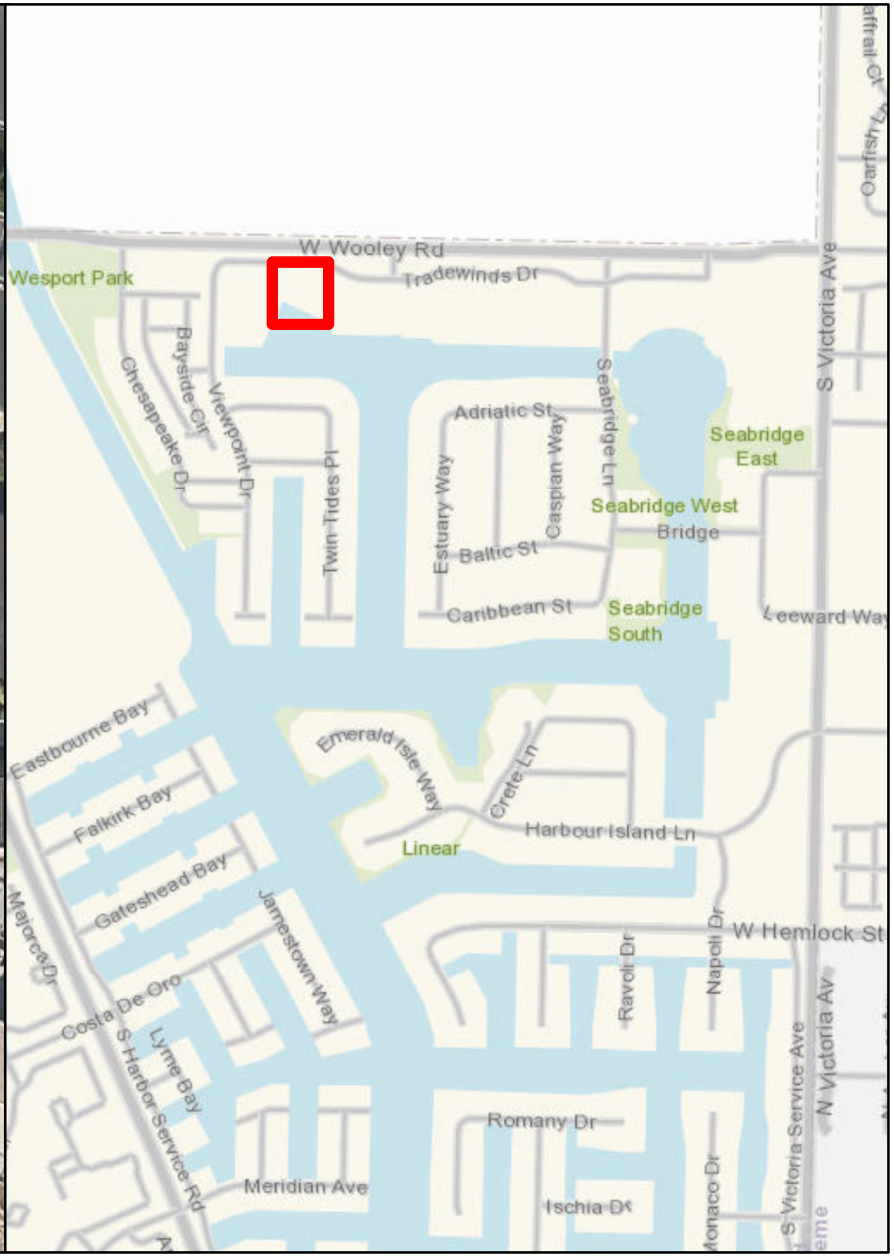
0 15 30 60 90 120 Feet

N
W E
S

# Filtration Unit No. 9






## STORMFILTER TREATMENT UNIT

### Number of Cartridges is 22

**Legend**

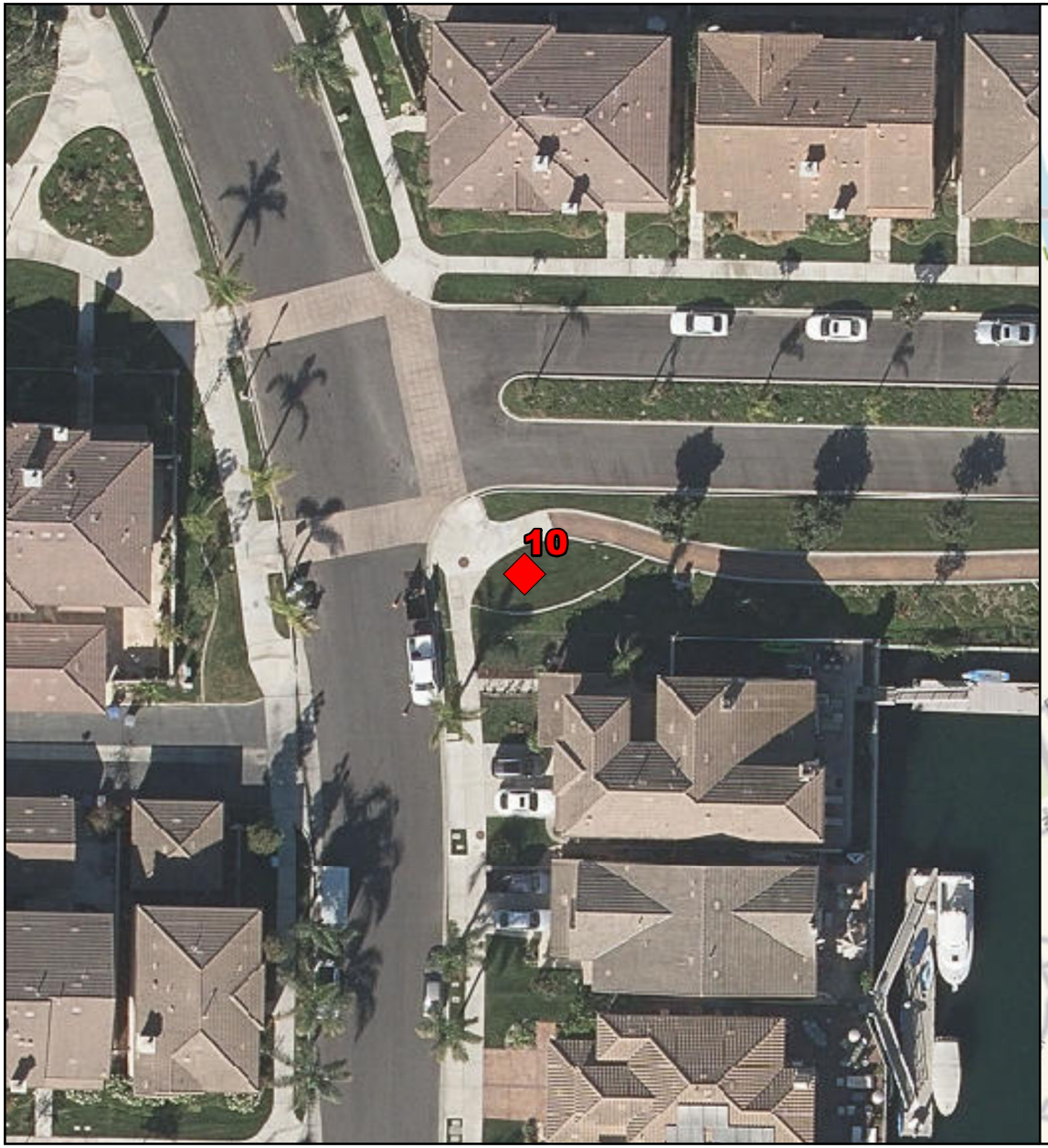
Filtration Unit

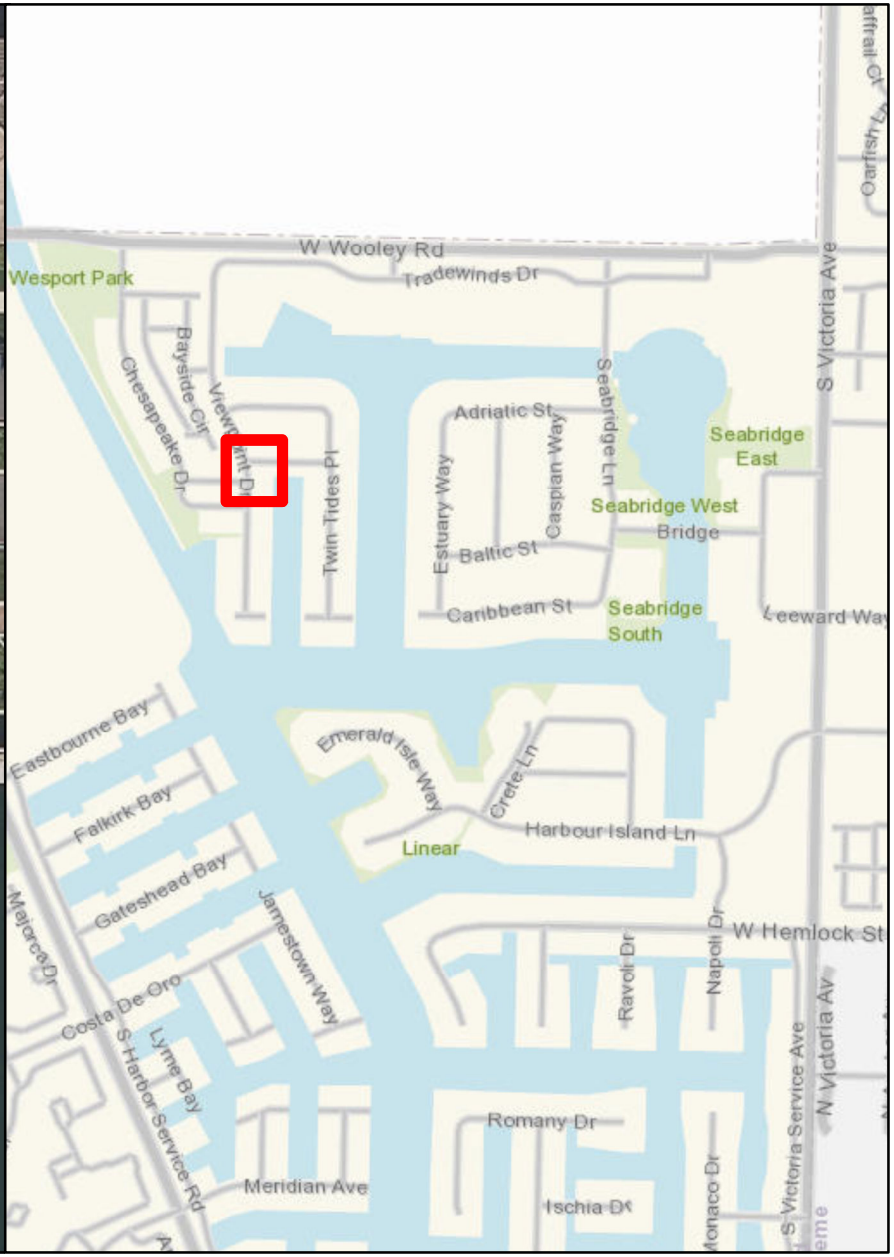
0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 10






## STORMFILTER TREATMENT UNIT

### Number of Cartridges is 32

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

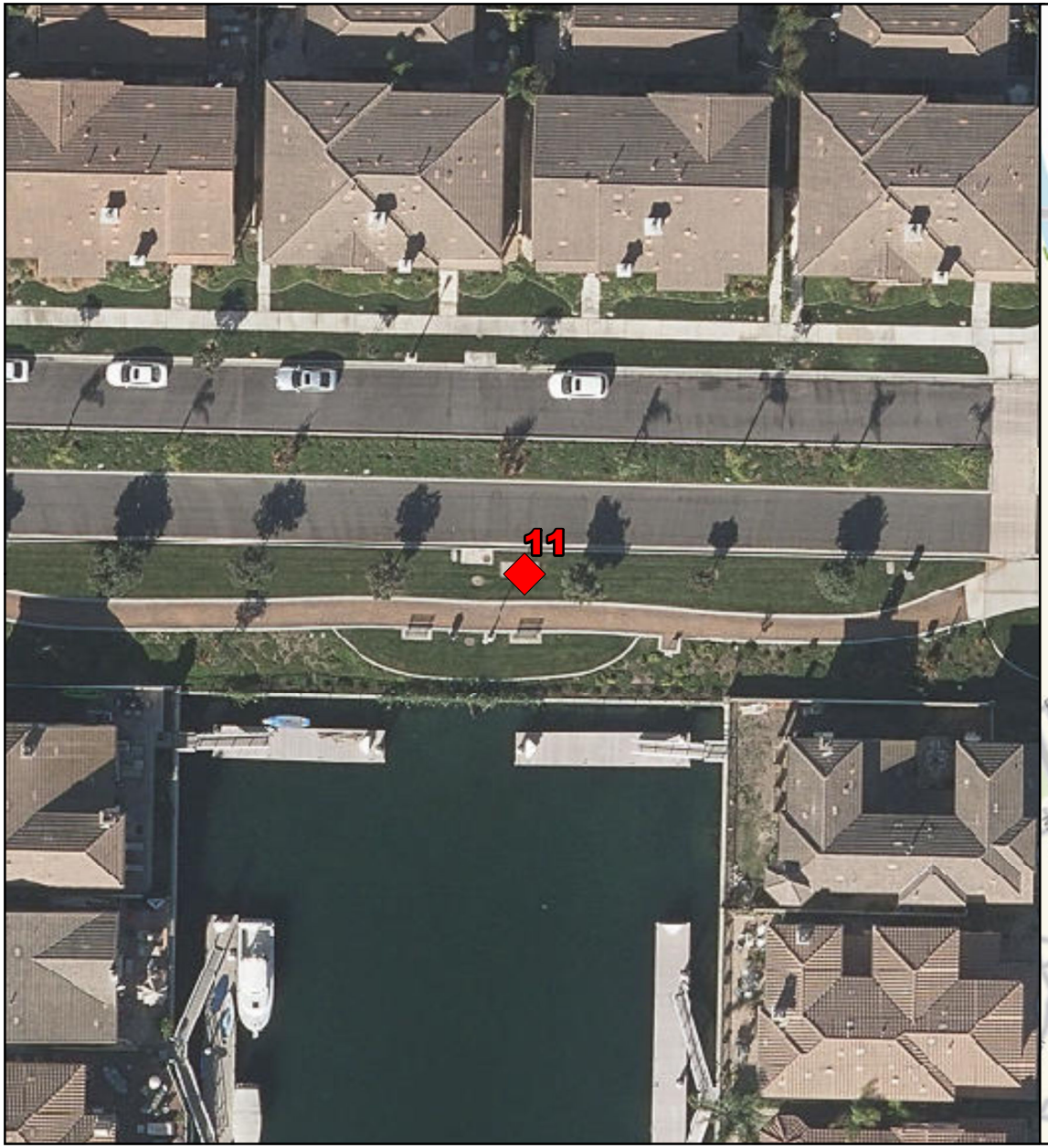


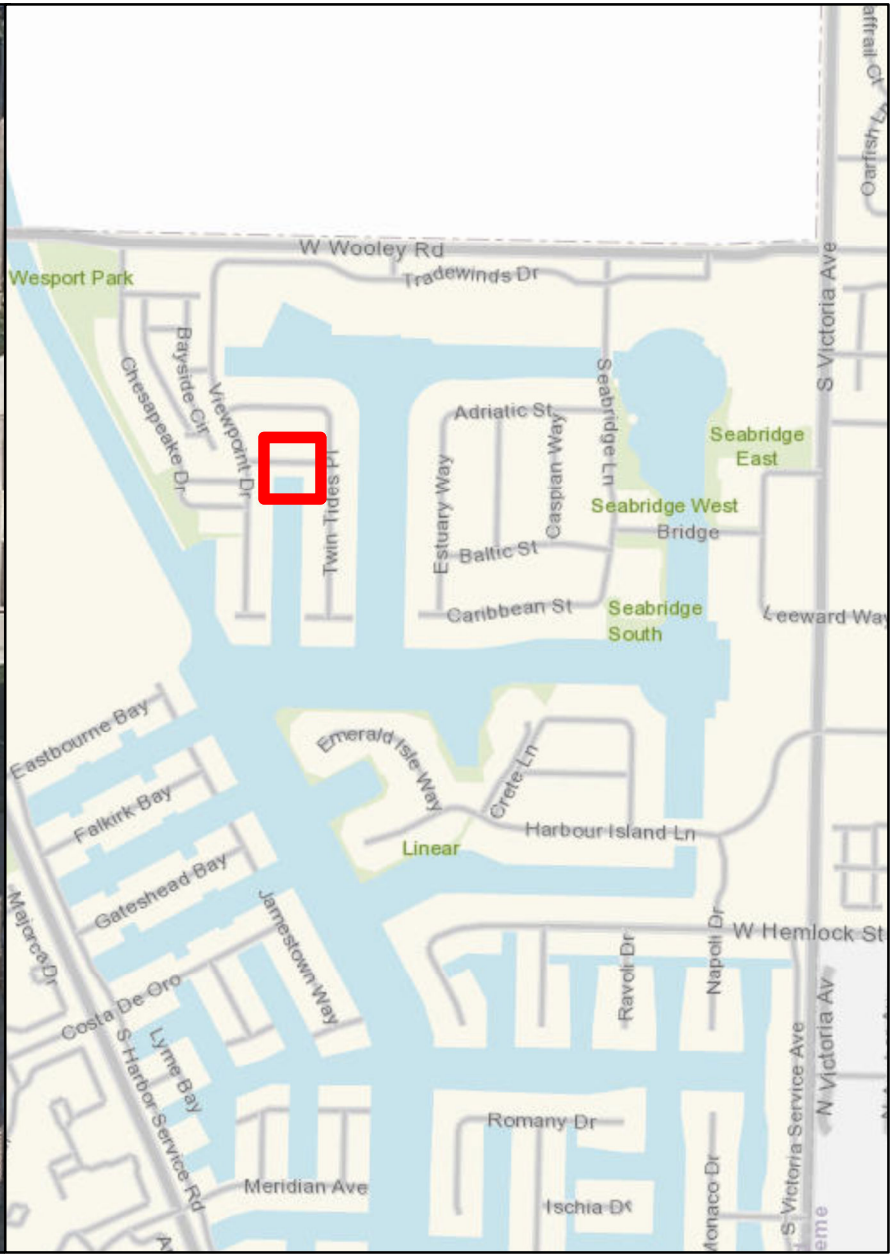
N W E S

150

# Filtration Unit No. 11






## STORMFILTER TREATMENT UNIT

### Number of Cartridges is 30

**Legend**

Filtration Unit

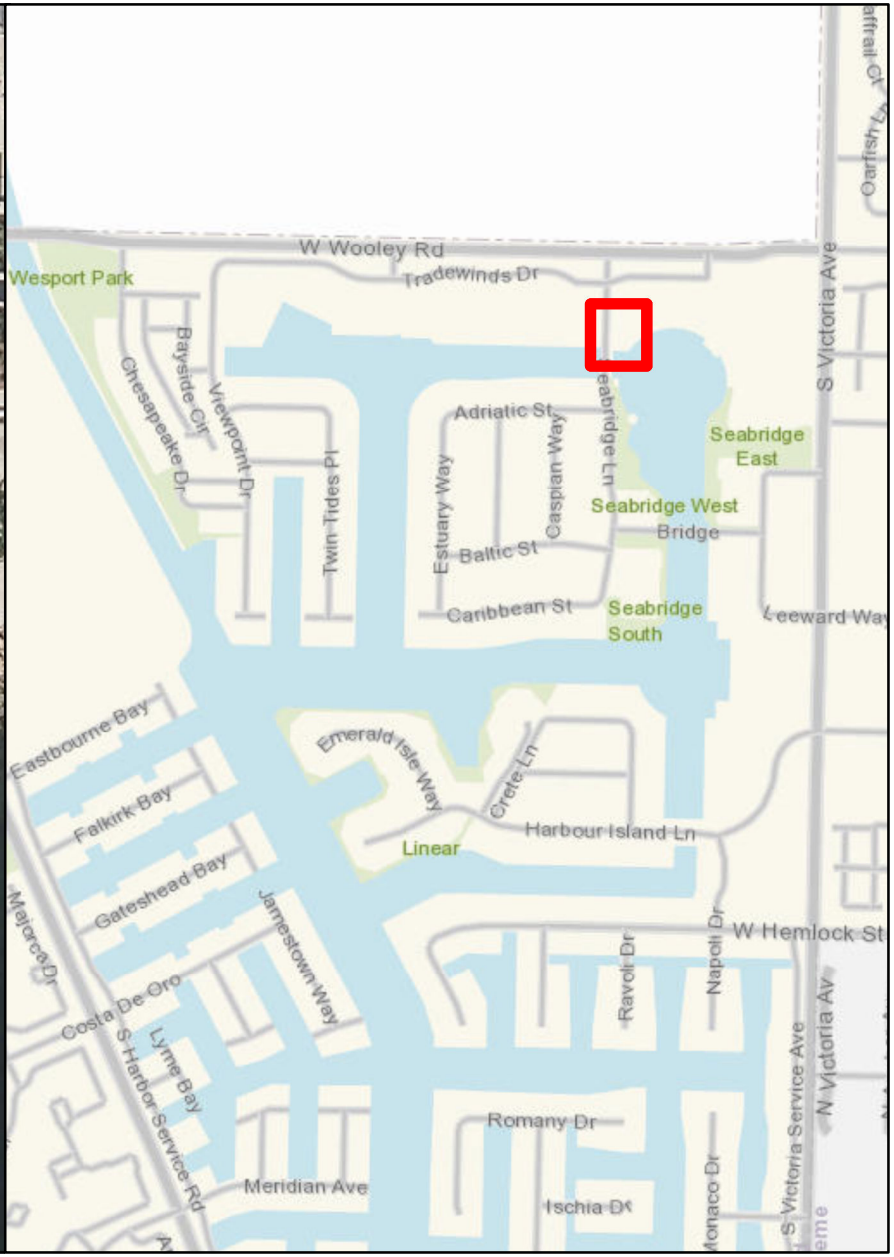
0 15 30 60 90 120 Feet

N
W E
S

# Filtration Unit No. 12






## STORMWATER MANAGEMENT FILTER UNIT

### Number of Cartridges is 83

**Legend**

Filtration Unit

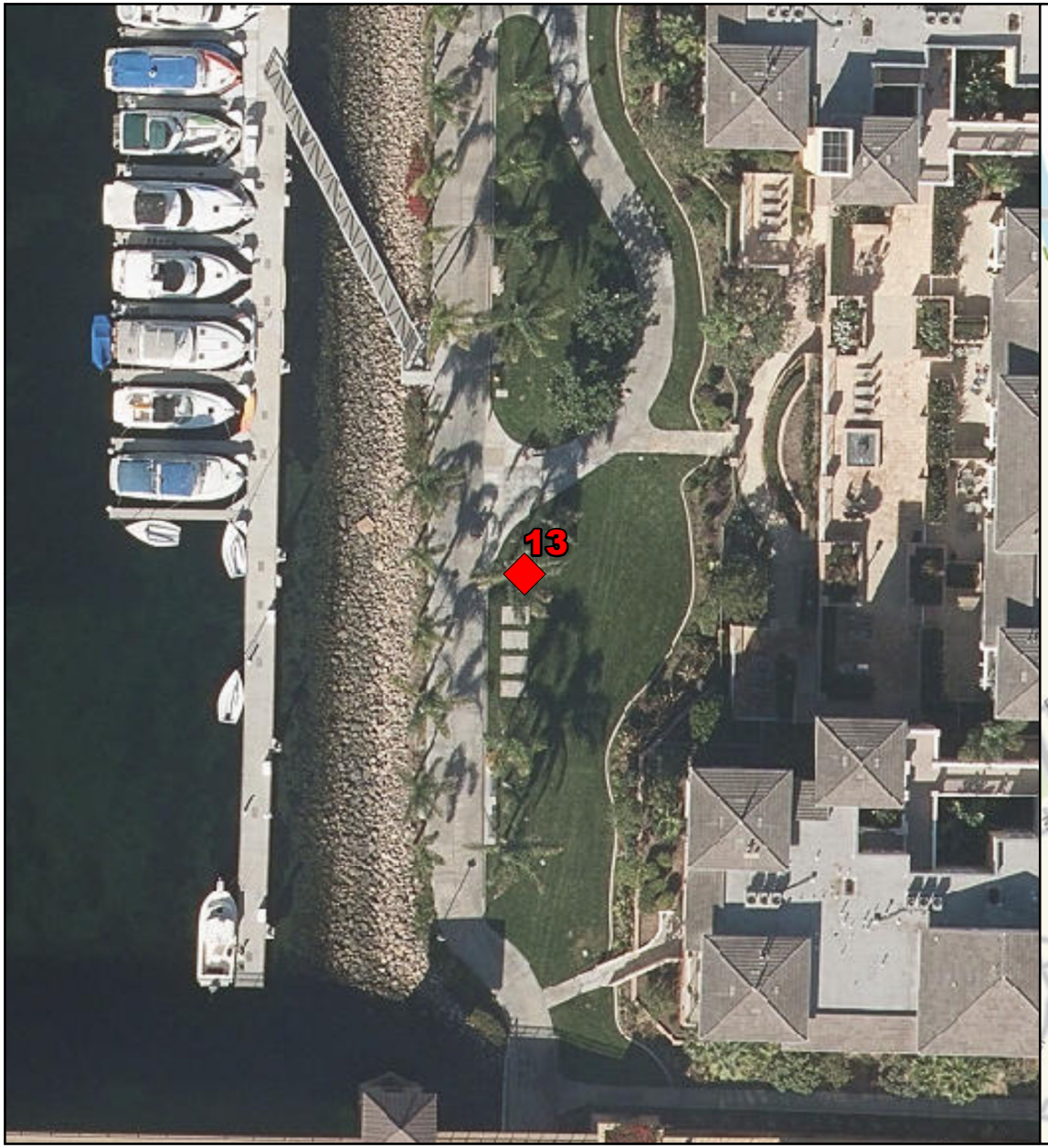
0 15 30 60 90 120 Feet

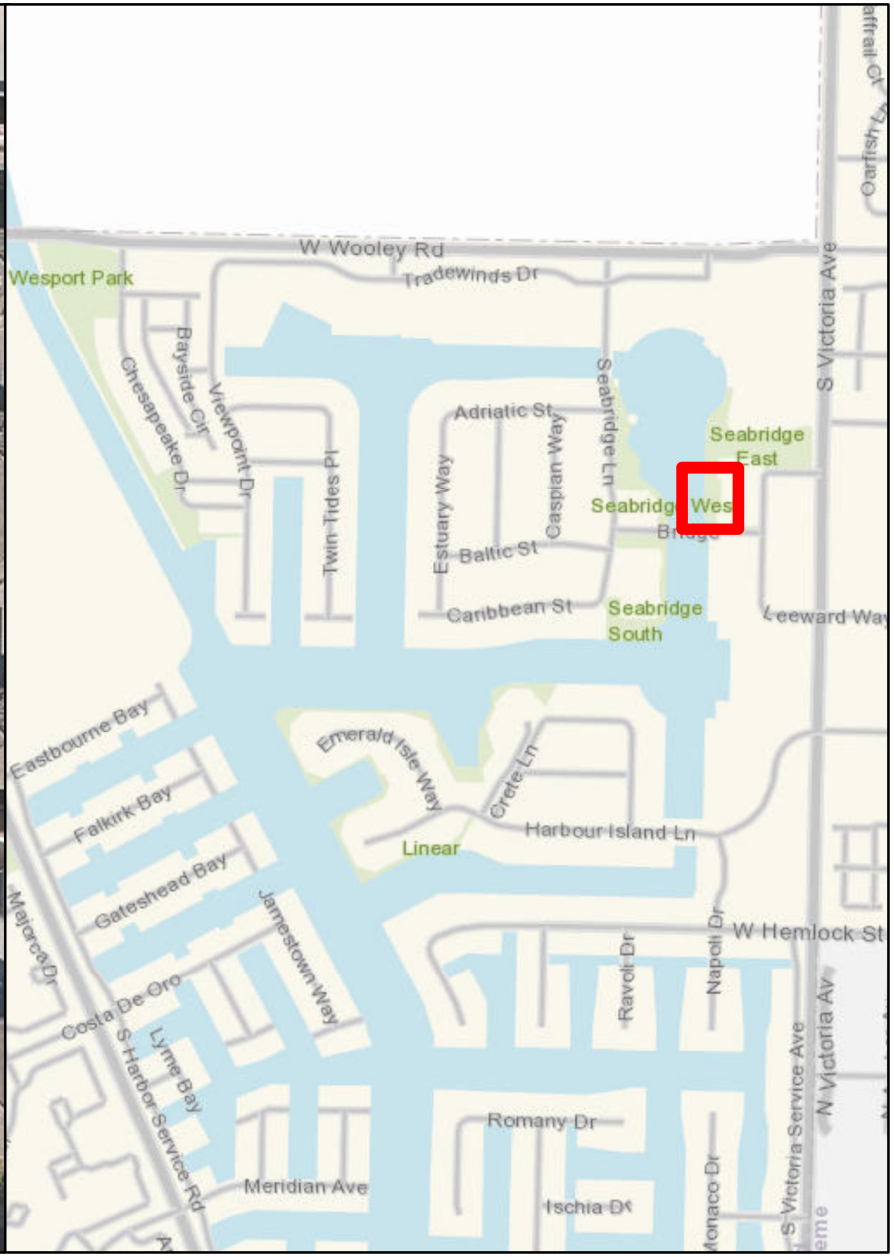


N W E S

# Filtration Unit No. 13






## STORMWATER MANAGEMENT FILTER UNIT

### Number of Cartridges is 101

**Legend**

Filtration Unit

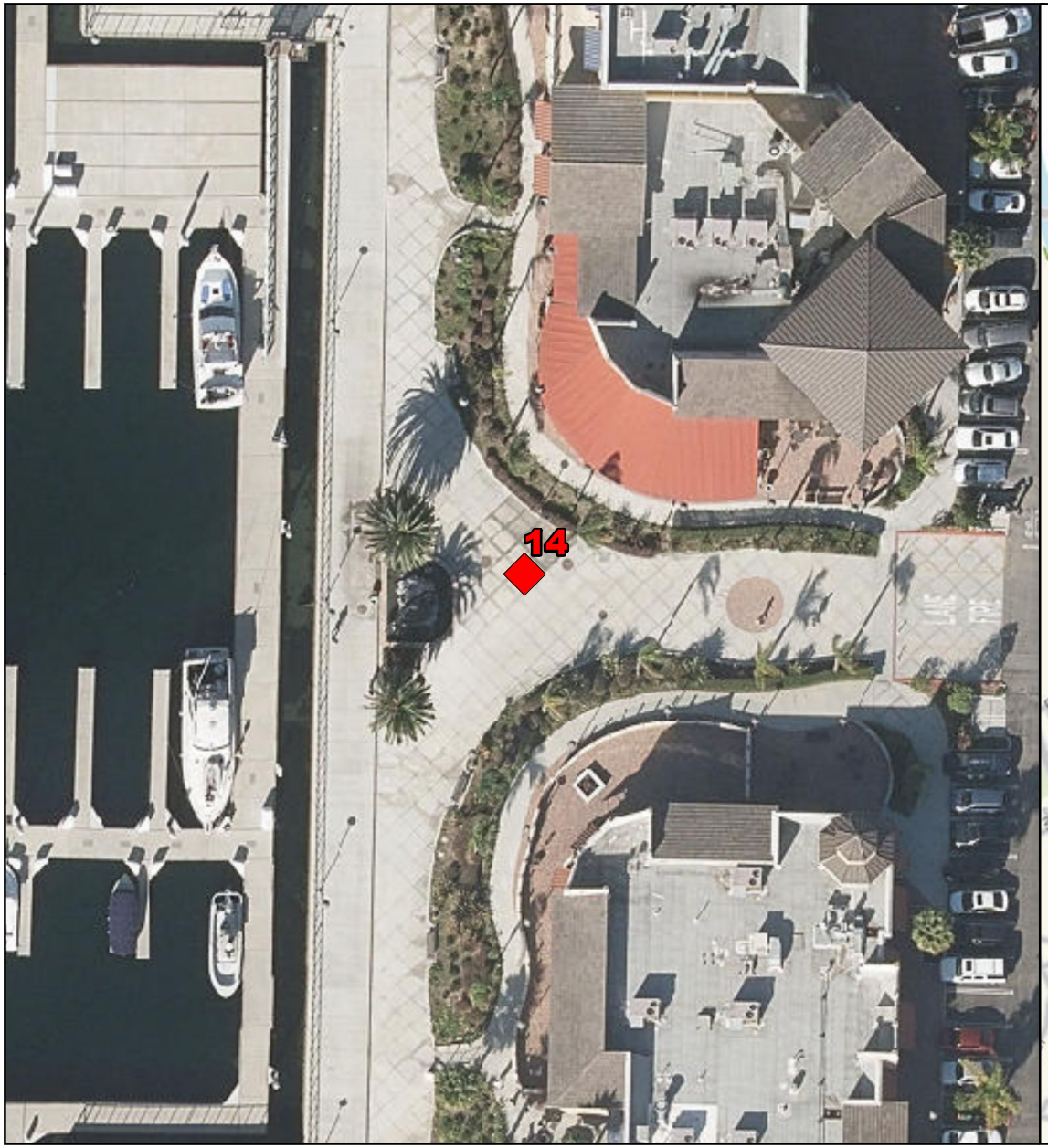
0 15 30 60 90 120 Feet

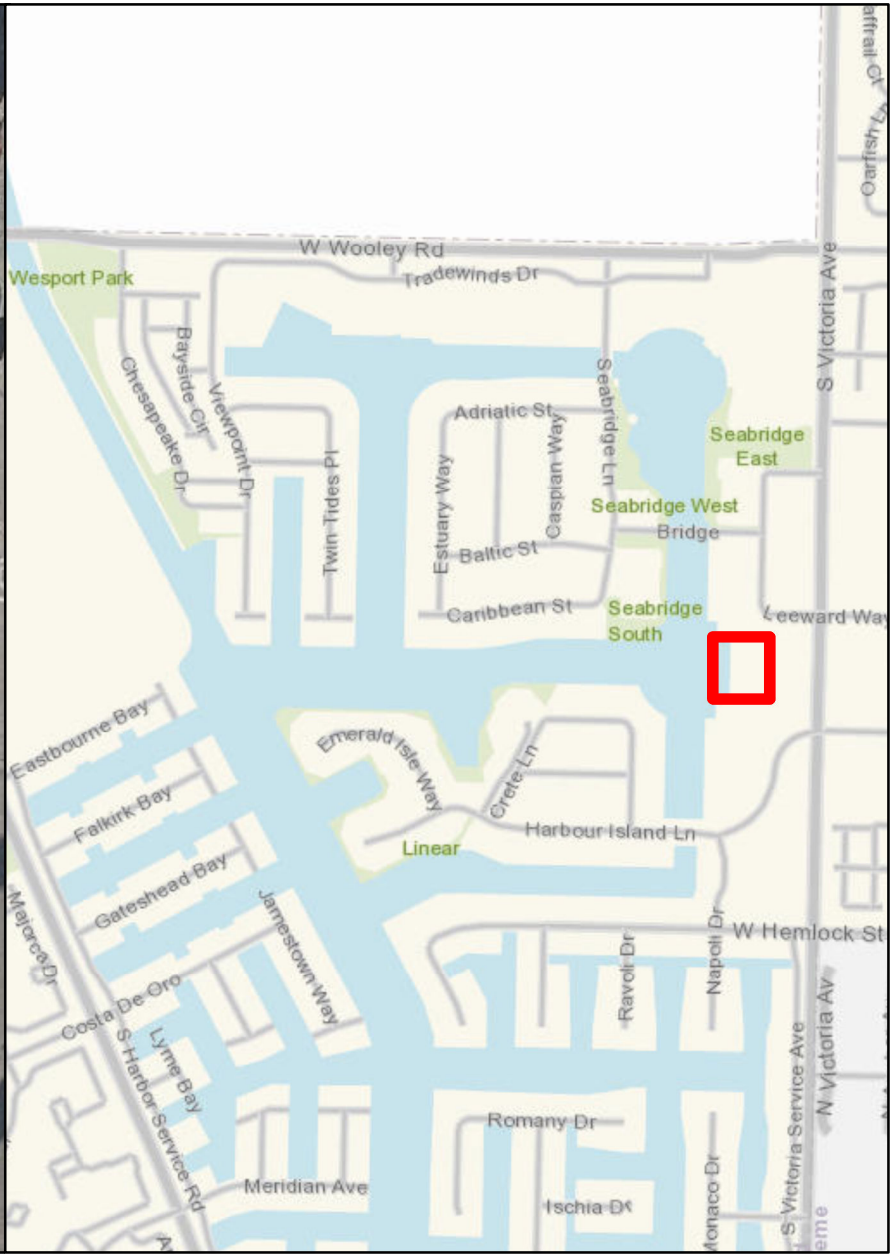


N W E S

# Filtration Unit No. 14






## STORMWATER MANAGEMENT FILTER UNIT

### Number of Cartridges is 51

**Legend**

Filtration Unit

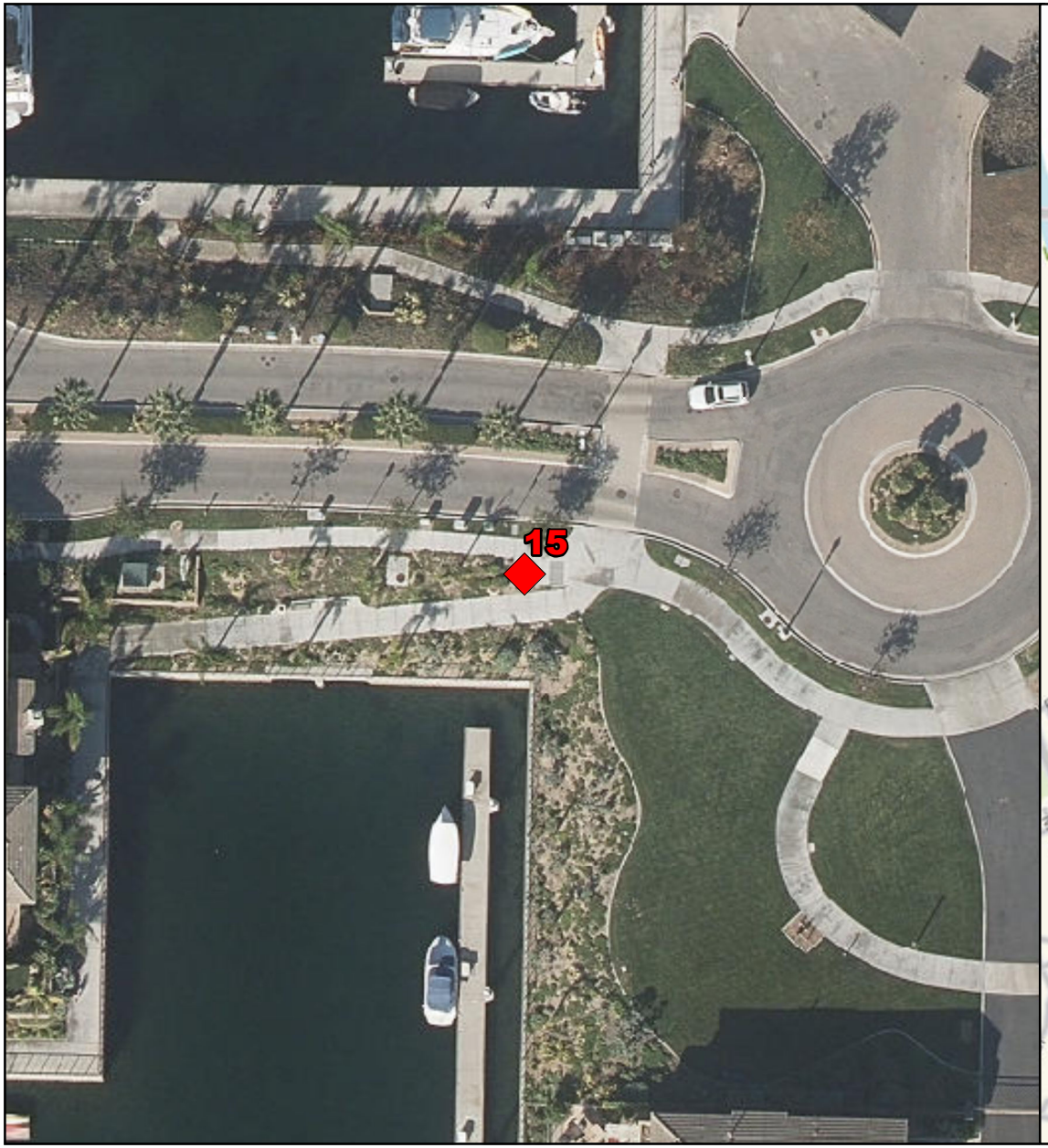
0 15 30 60 90 120 Feet

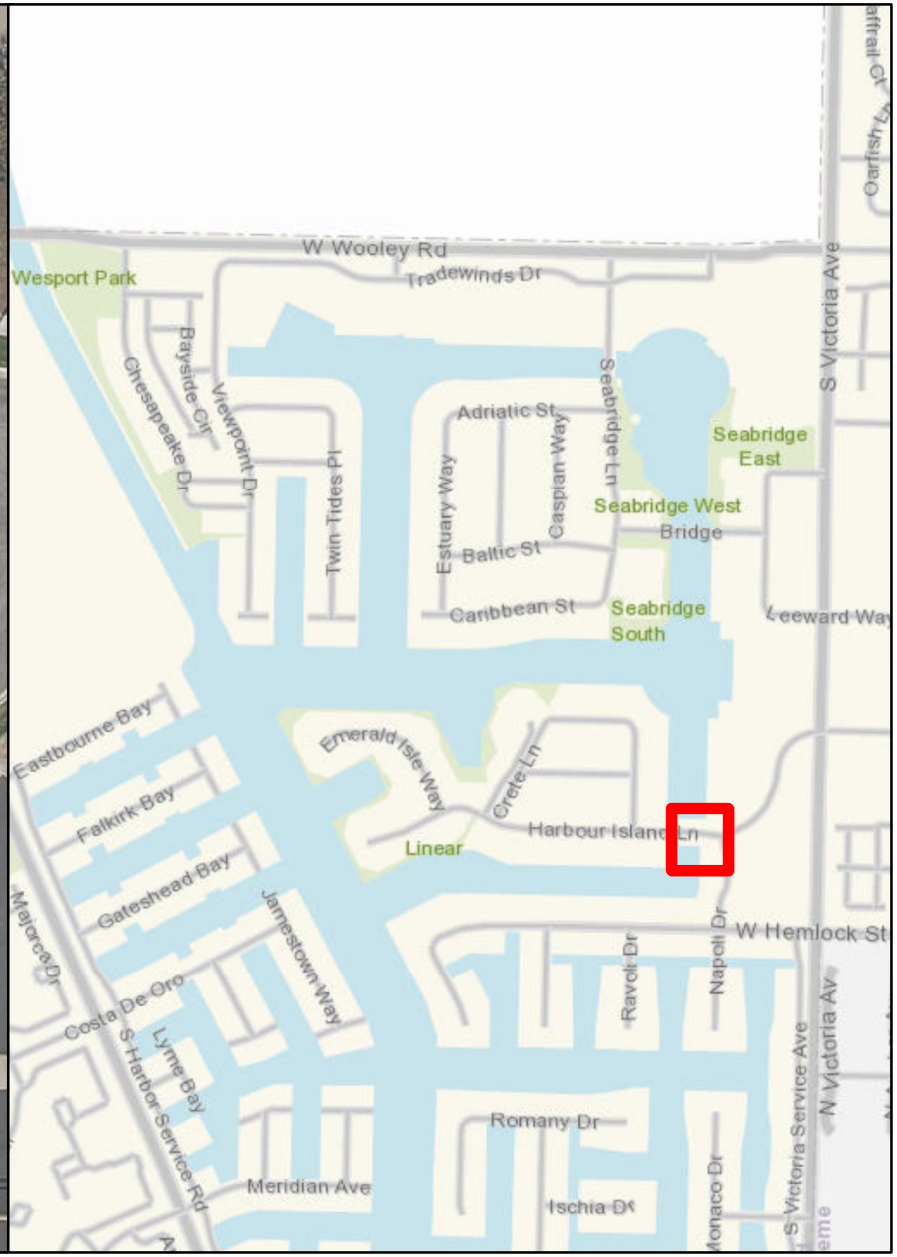


N W E S

# Filtration Unit No. 15






## STORMGATE FILTRATION UNIT

### Number of Cartridges is 56

**Legend**

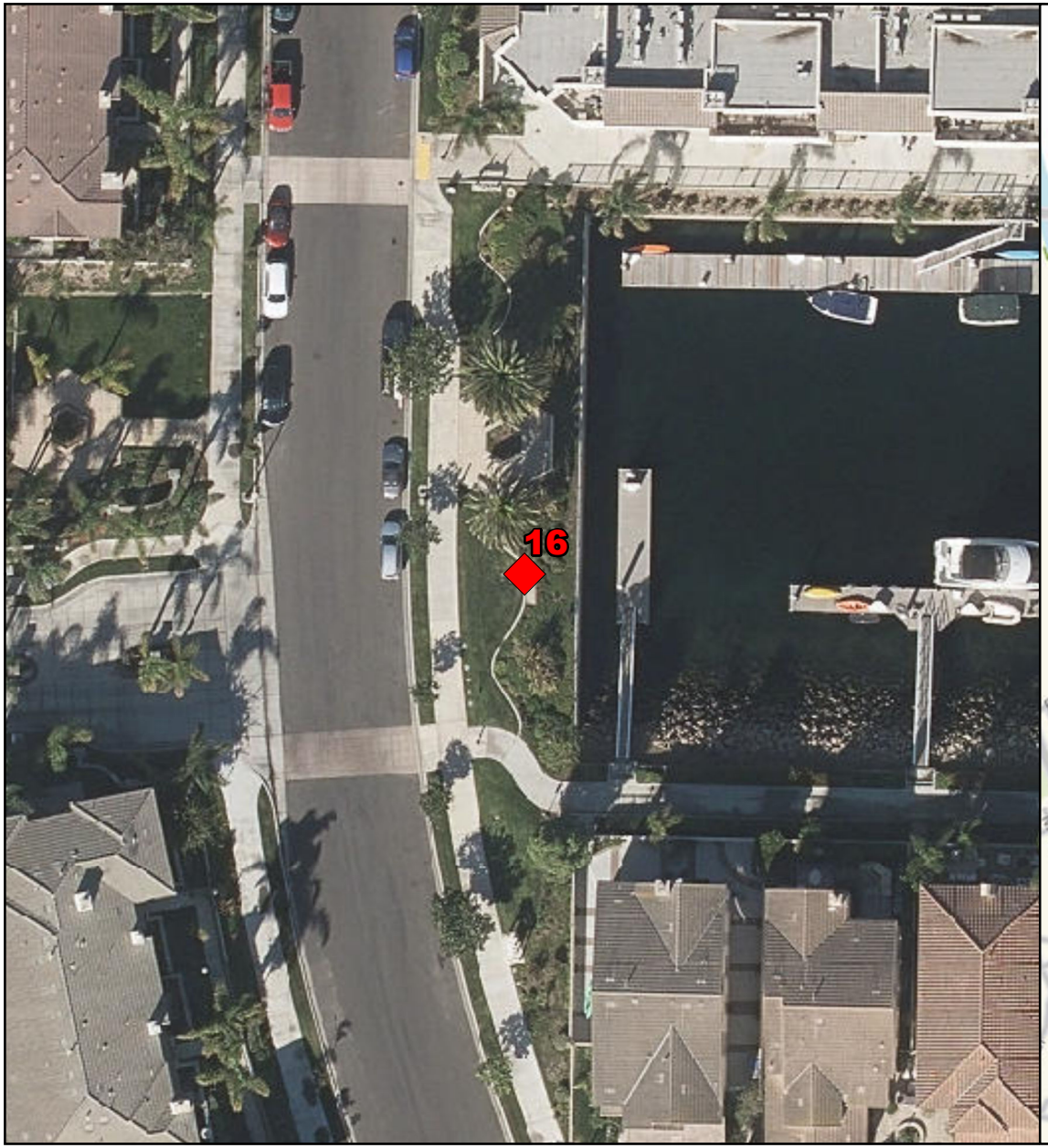
Filtration Unit

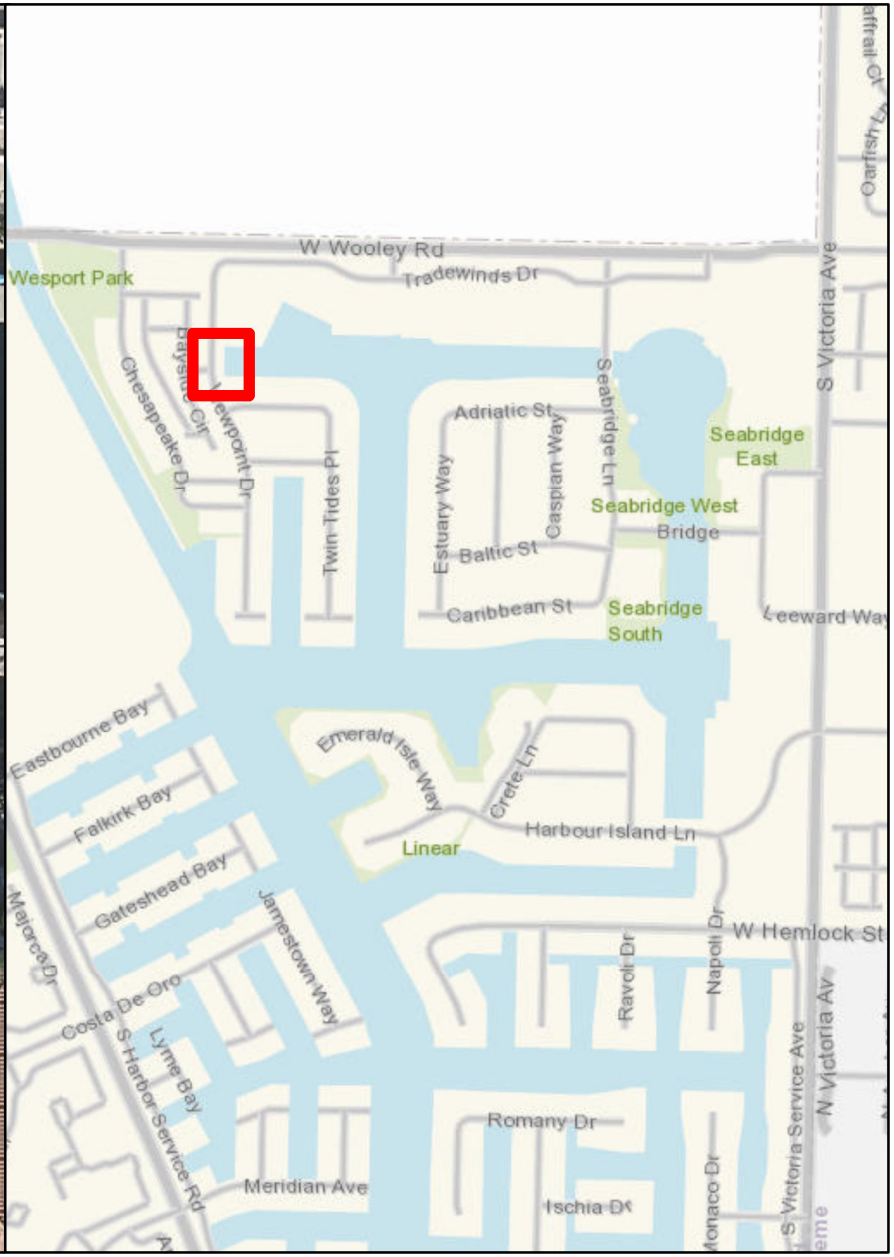
0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 16






## STORMFILTER TREATMENT UNIT

Number of Cartridges is 3

**Legend**

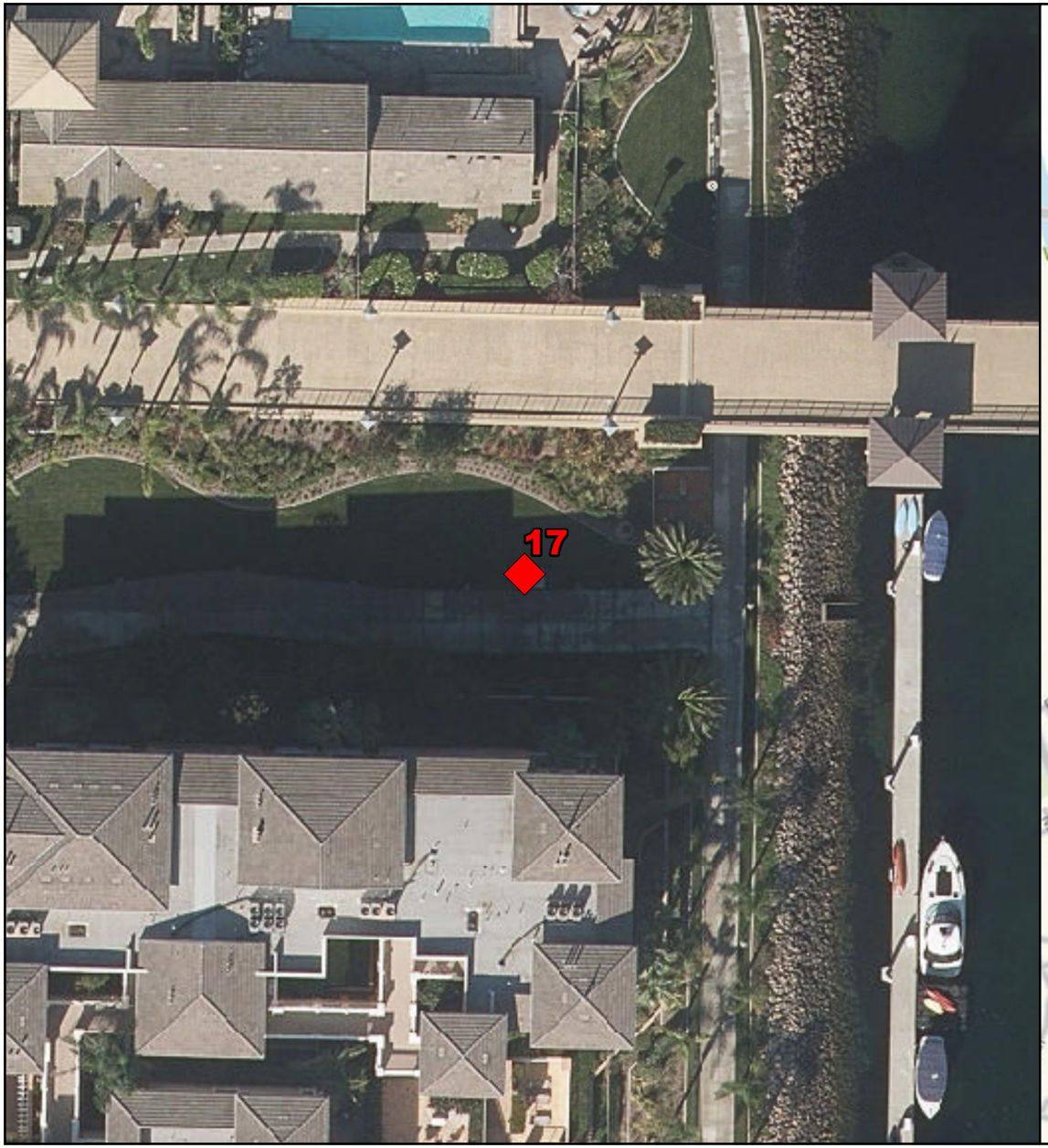
Filtration Unit

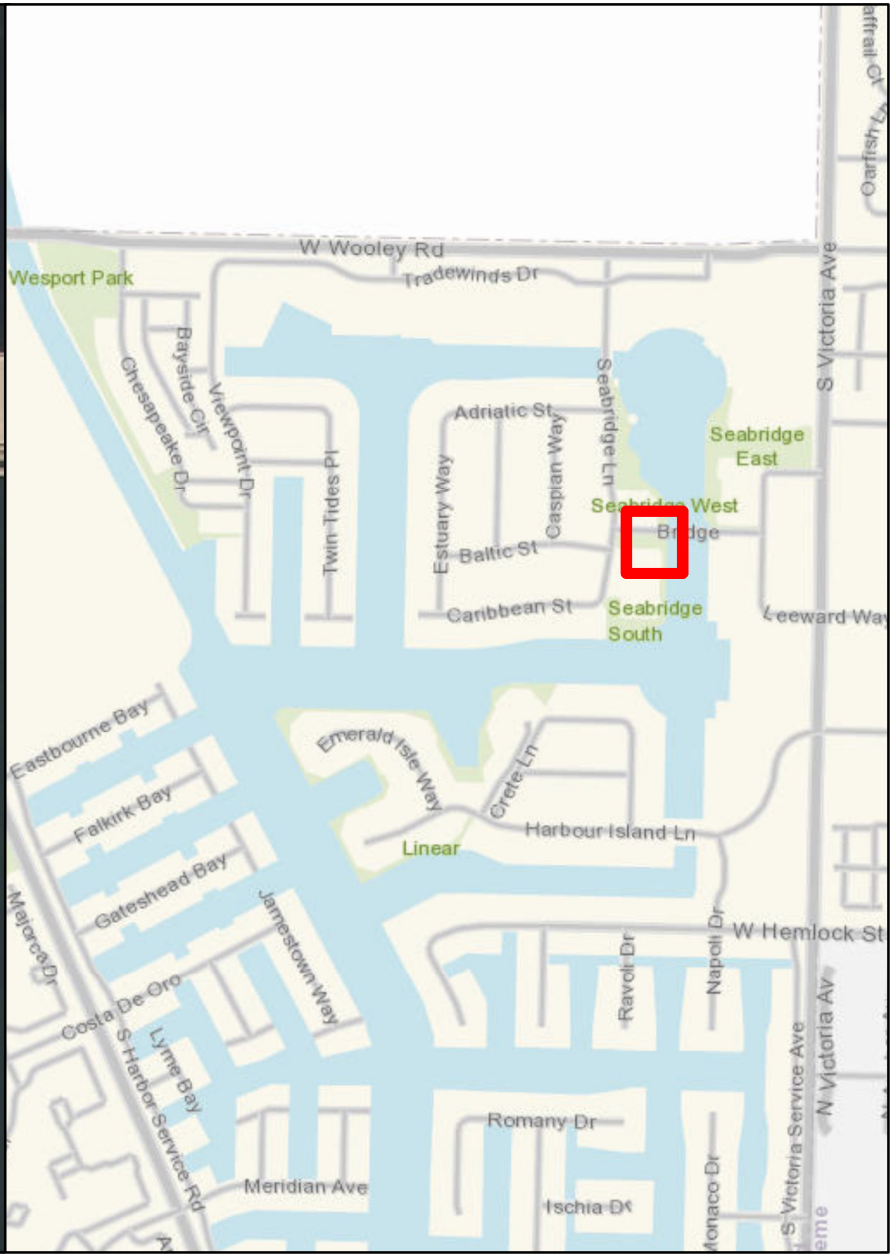
0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 17






## STORMFILTER CATCHBASIN - 8'X16'

### Number of Cartridges is 15

**Legend**

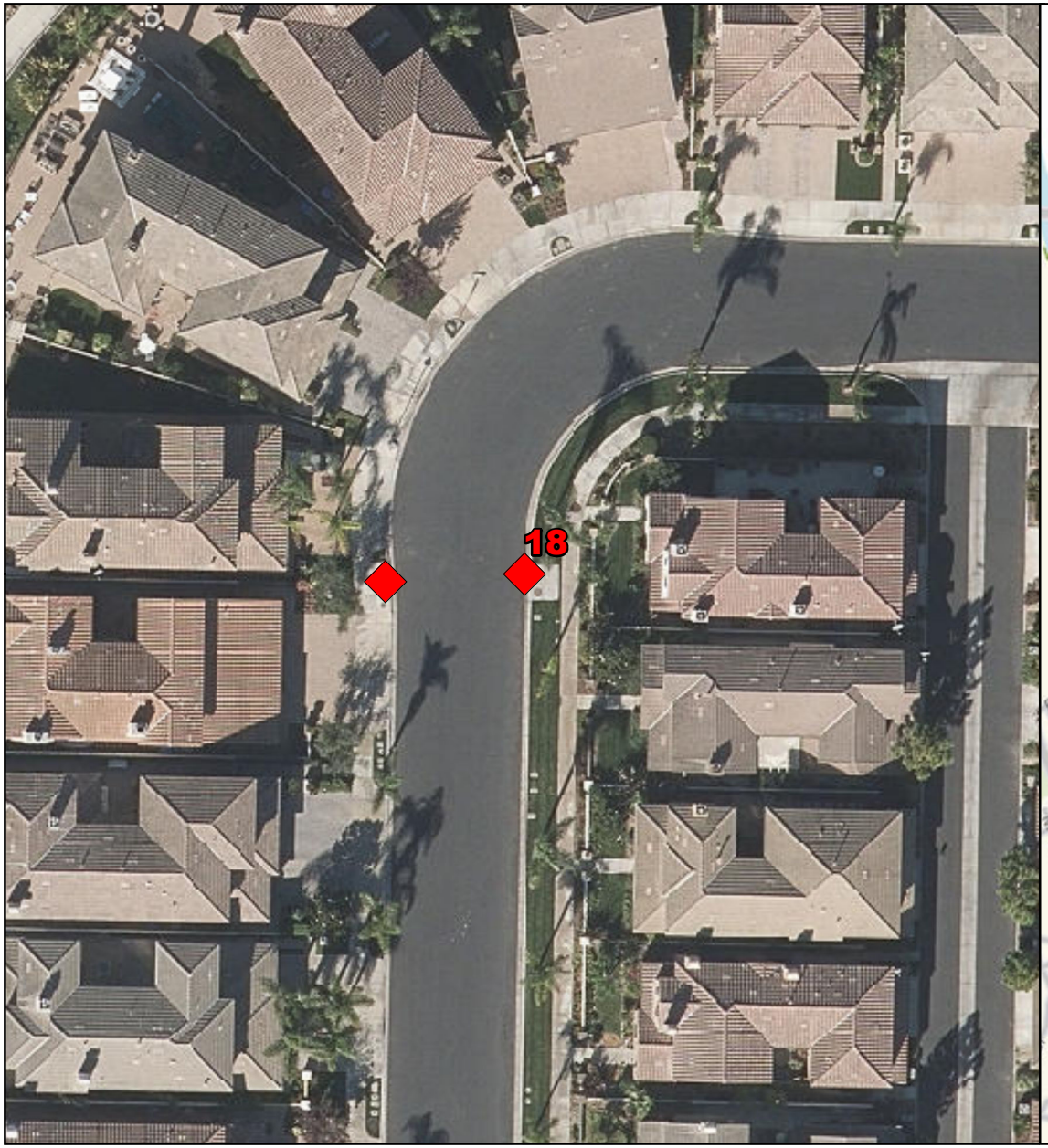
Filtration Unit

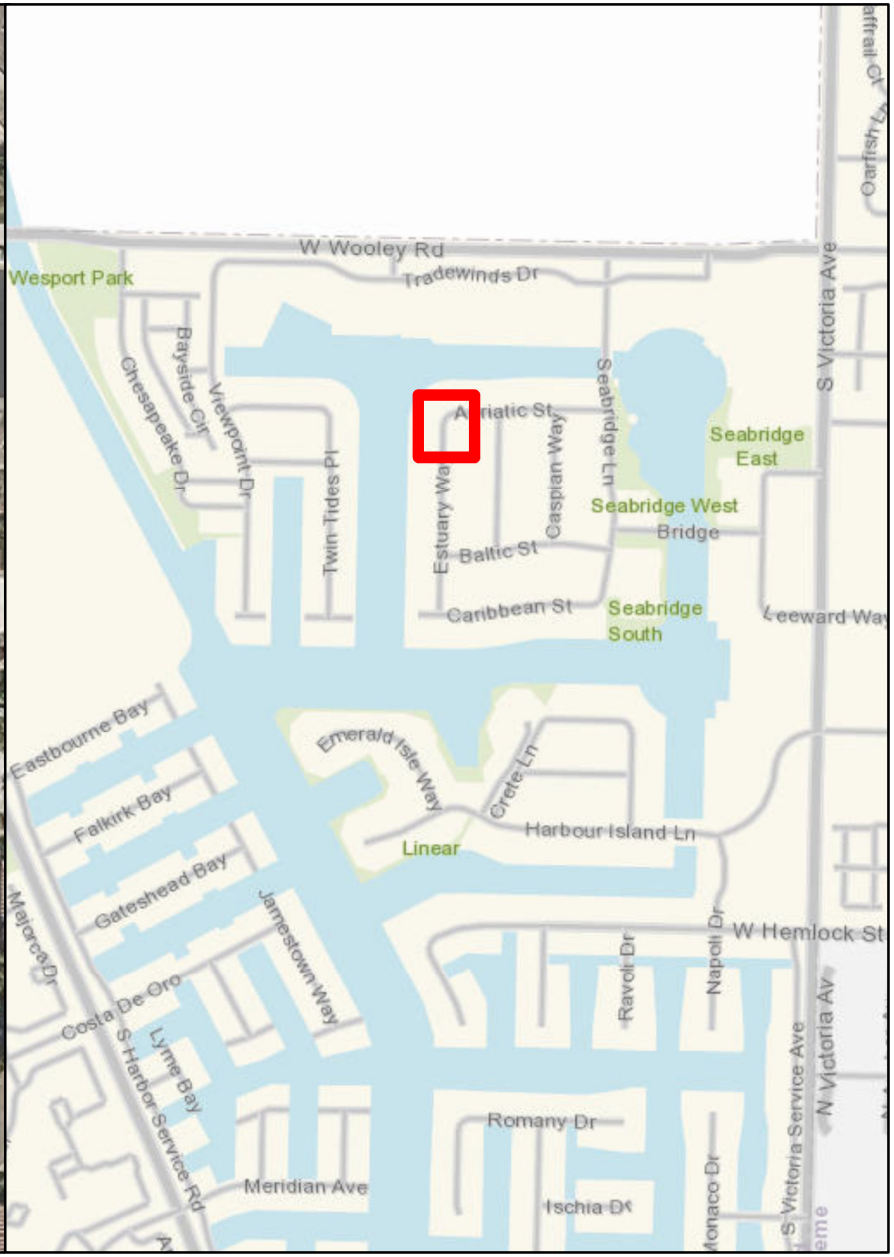
0 15 30 60 90 120 Feet

N
W E
S

# Filtration Unit No. 18






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 5

**Legend**

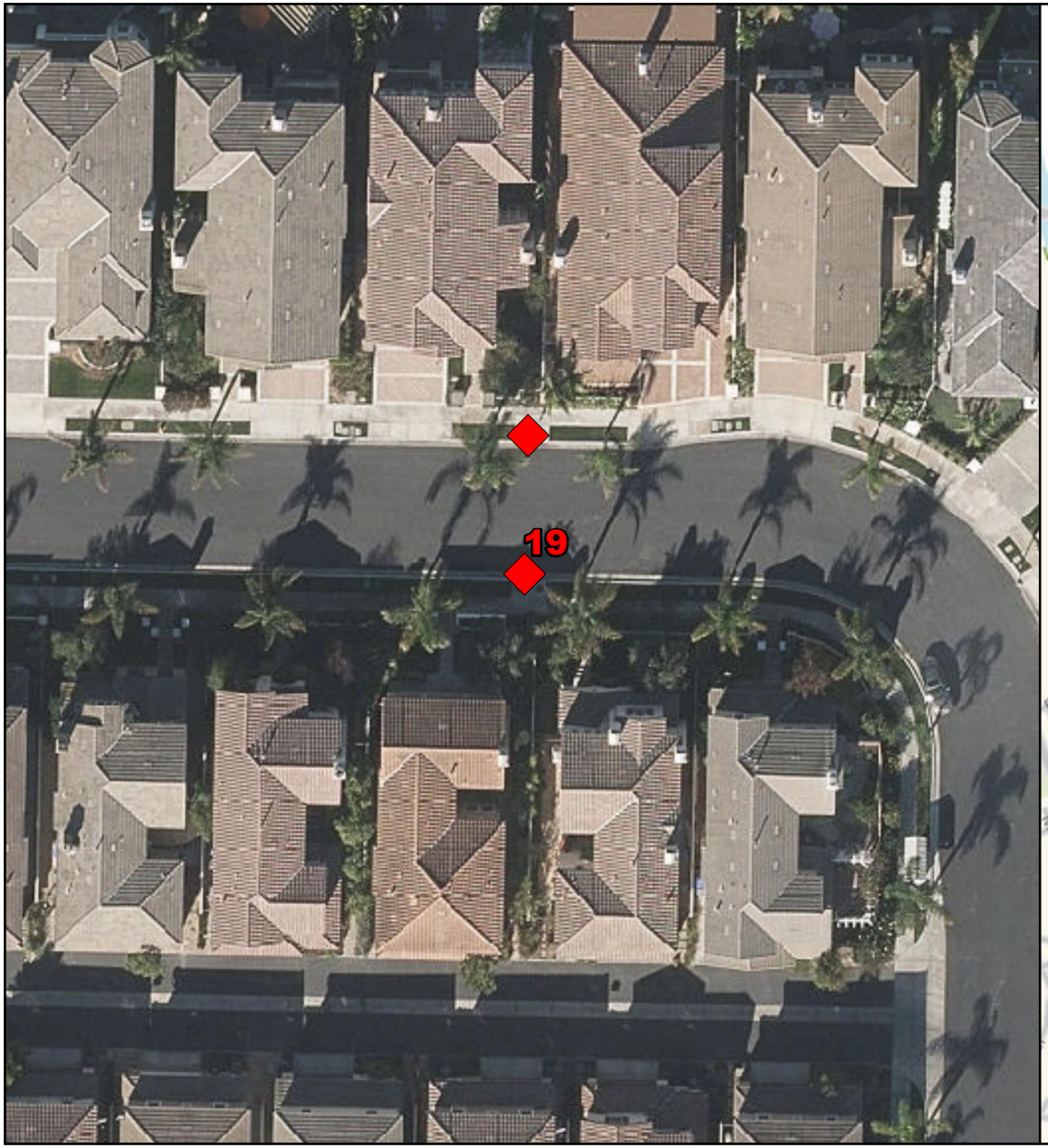
◆ Filtration Unit

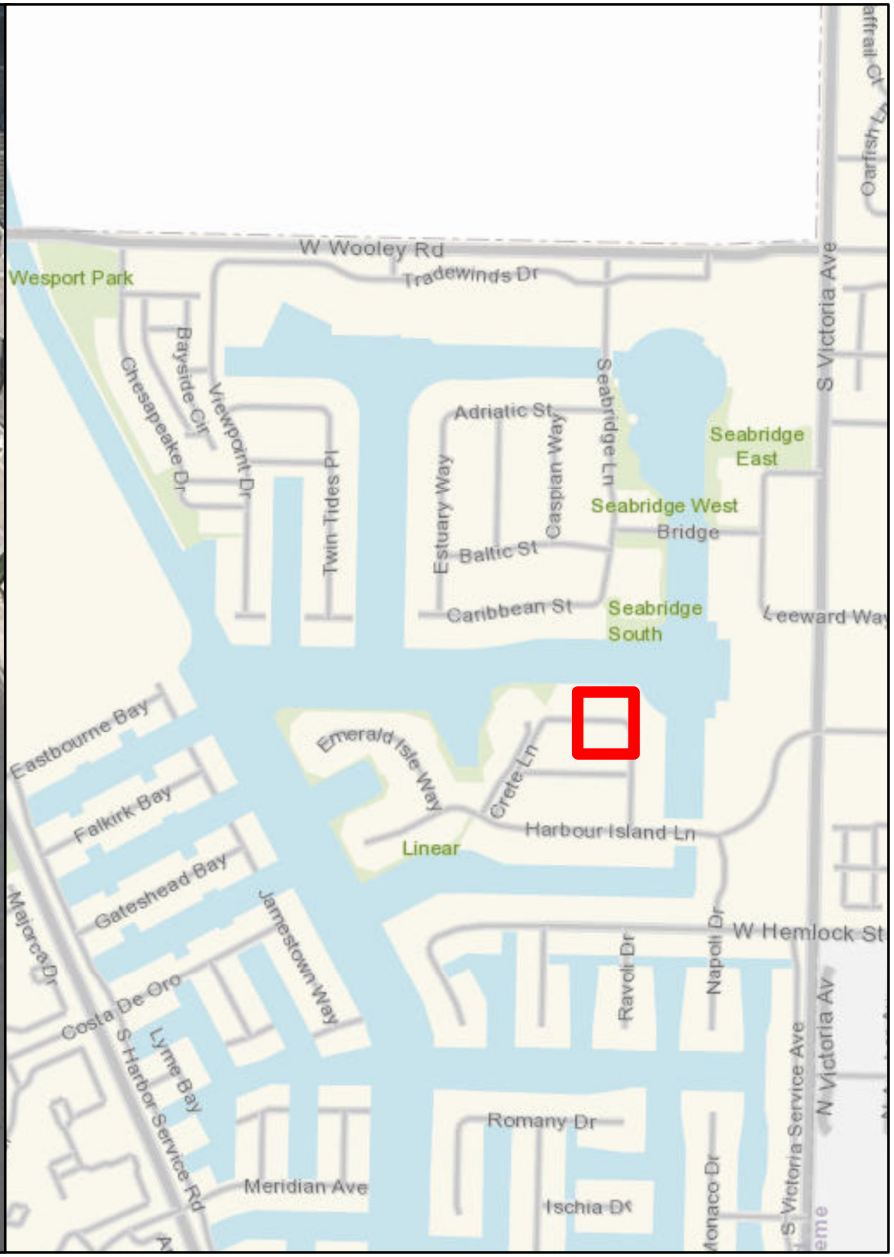
0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 19






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

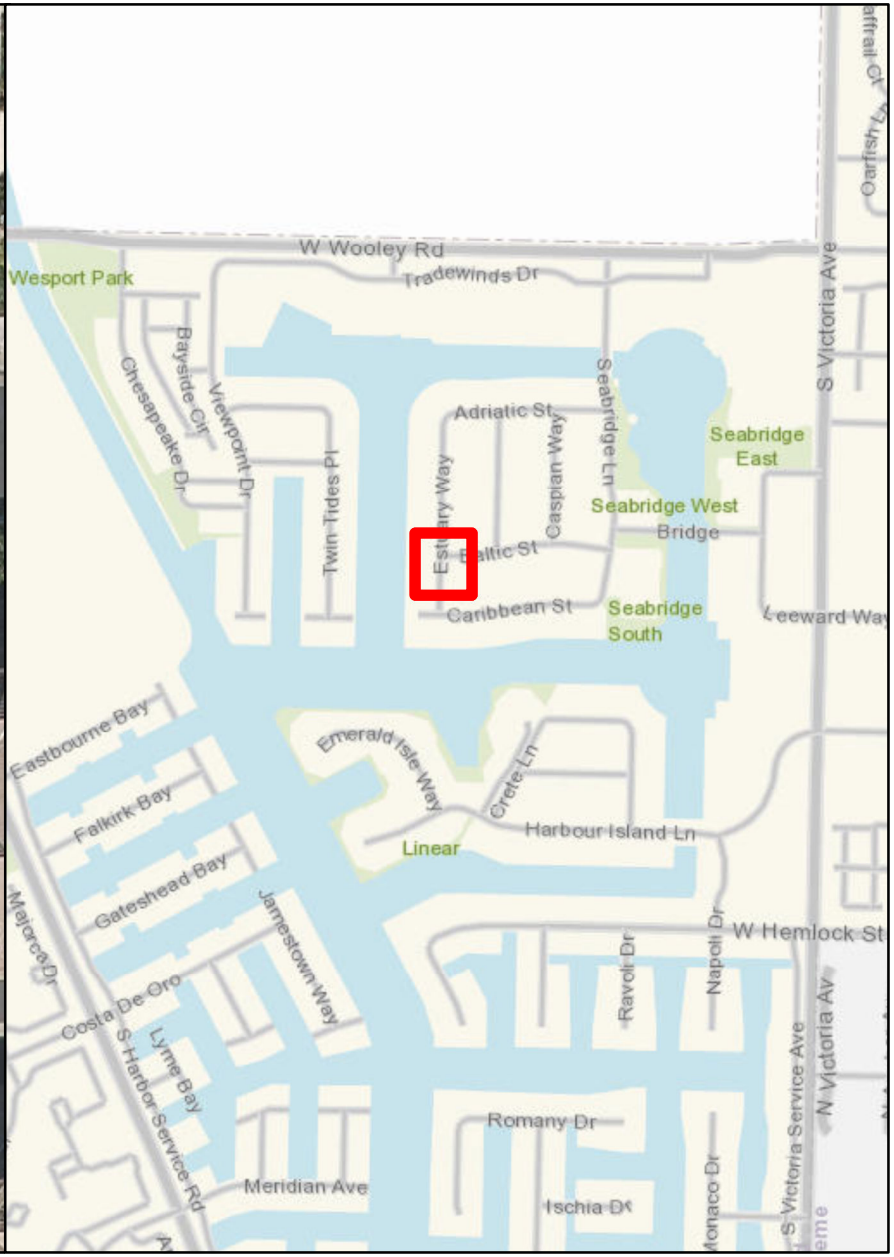


N W E S

# Filtration Unit No. 20






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 8

**Legend**

Filtration Unit

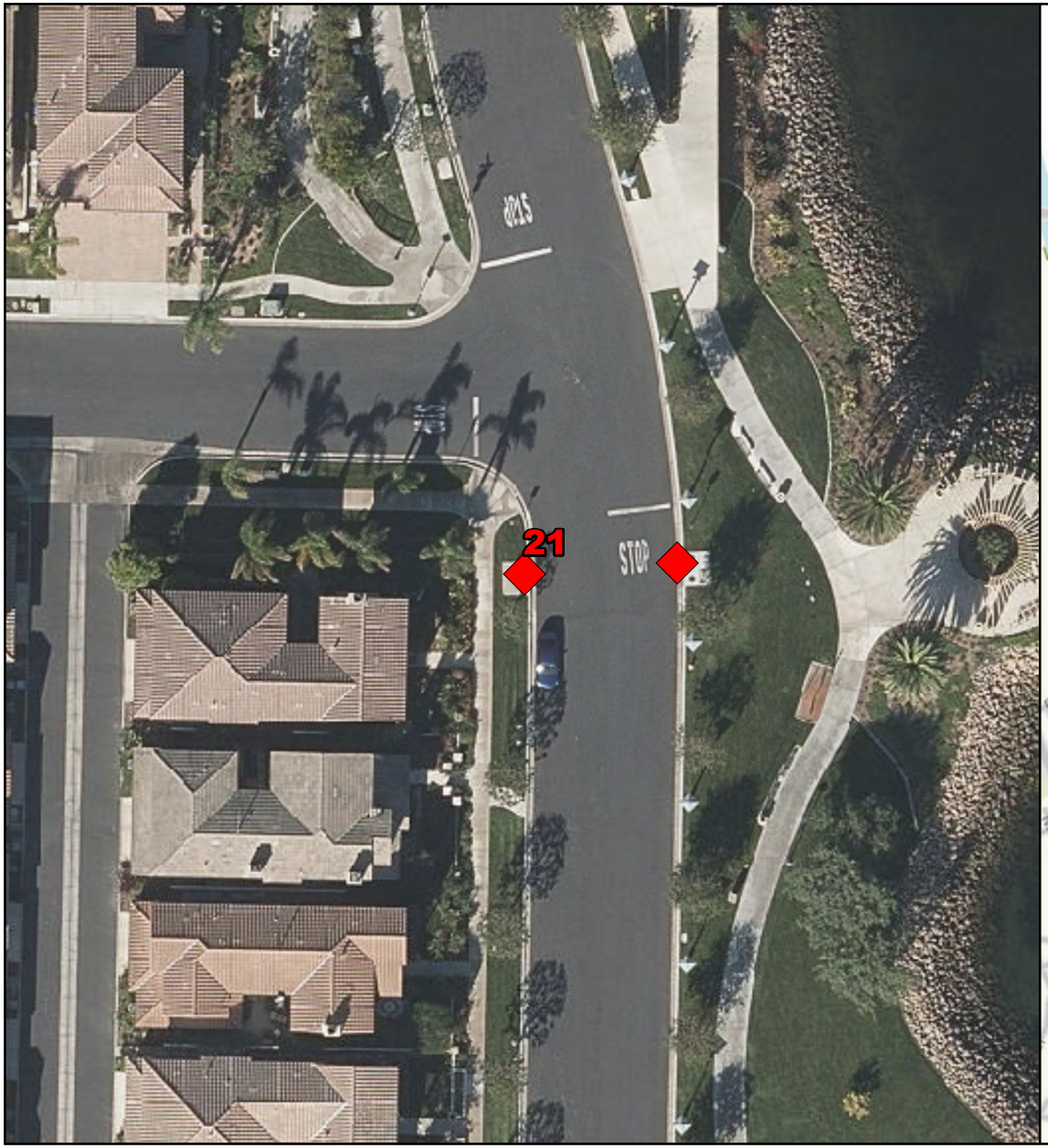
0 15 30 60 90 120 Feet

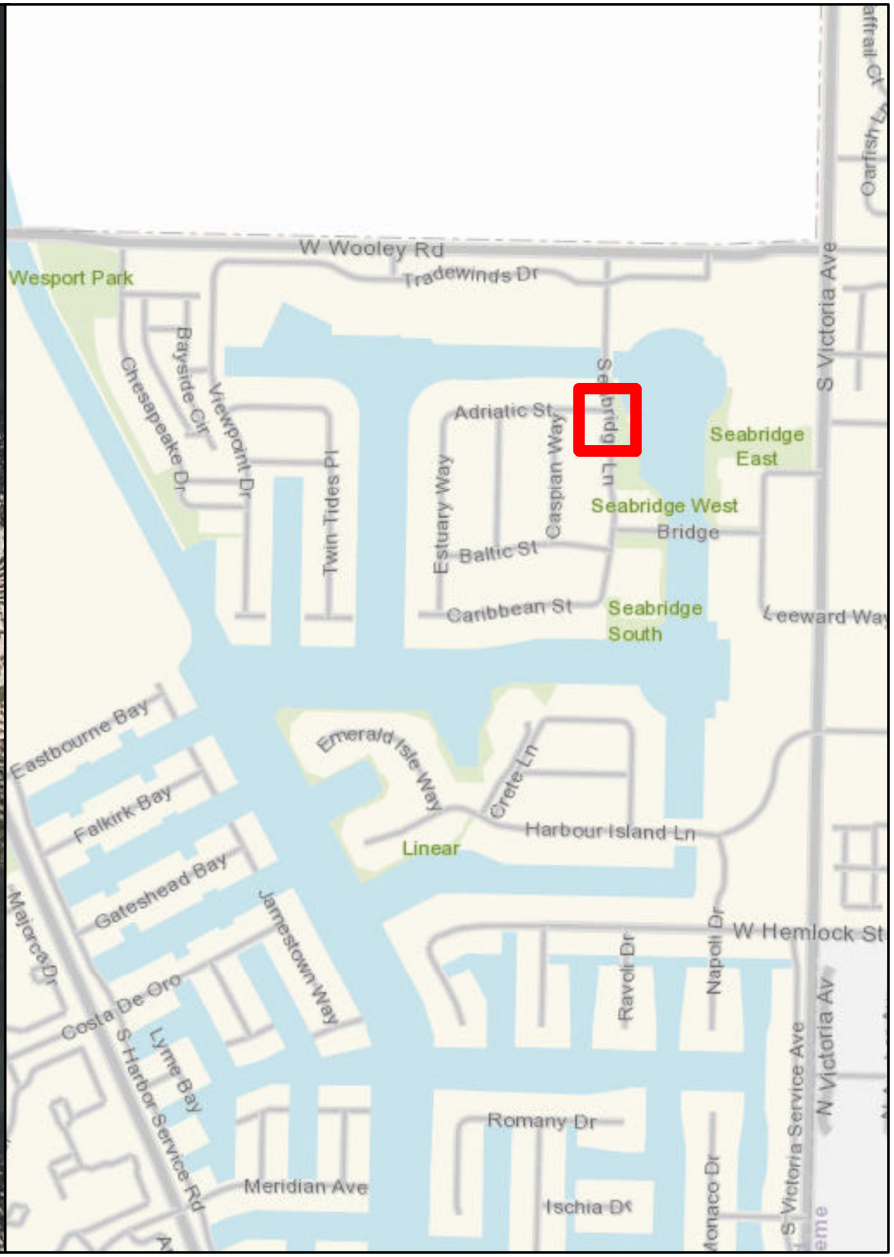


N W E S

# Filtration Unit No. 21






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 5

**Legend**

Filtration Unit

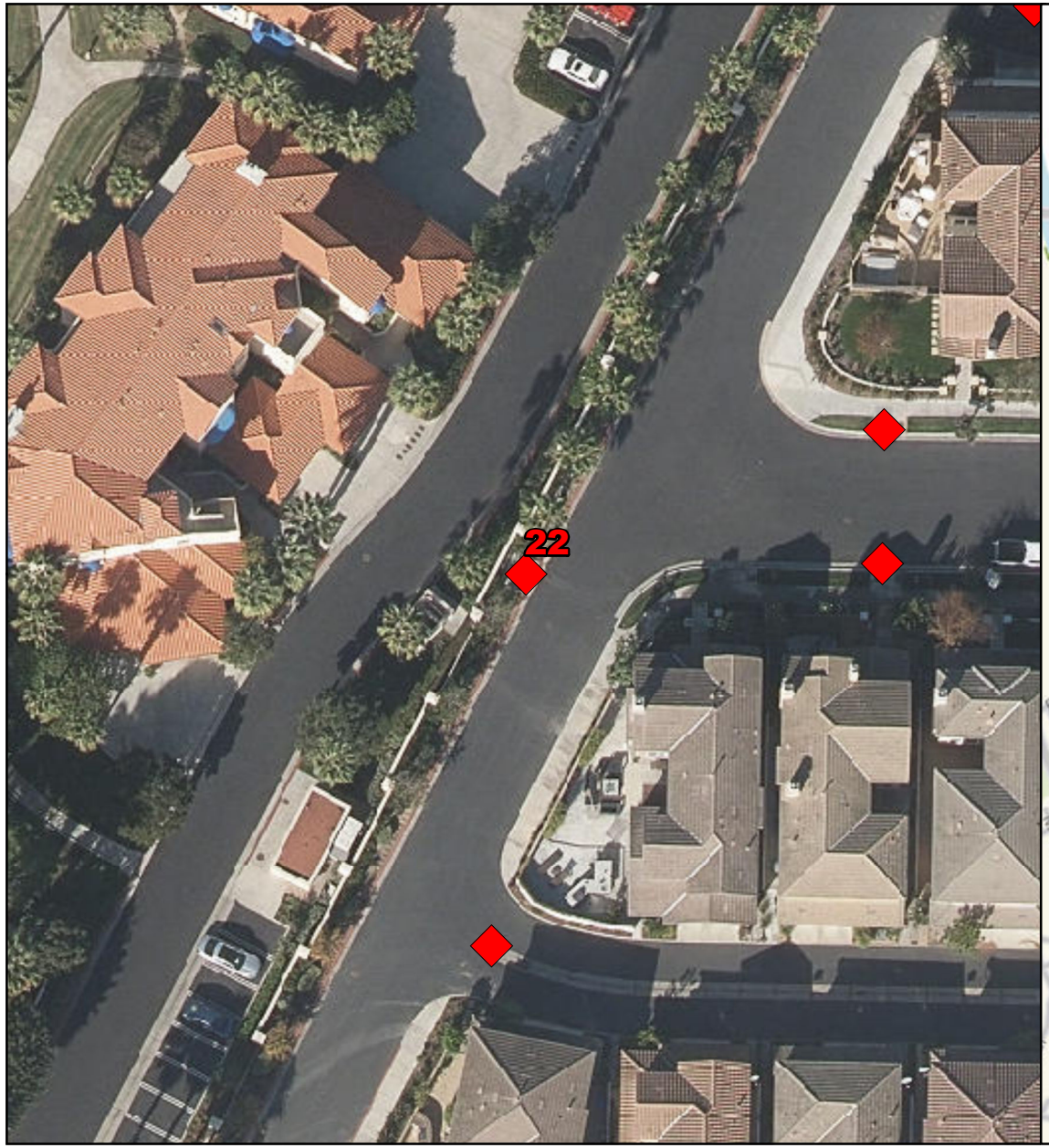
0 15 30 60 90 120 Feet

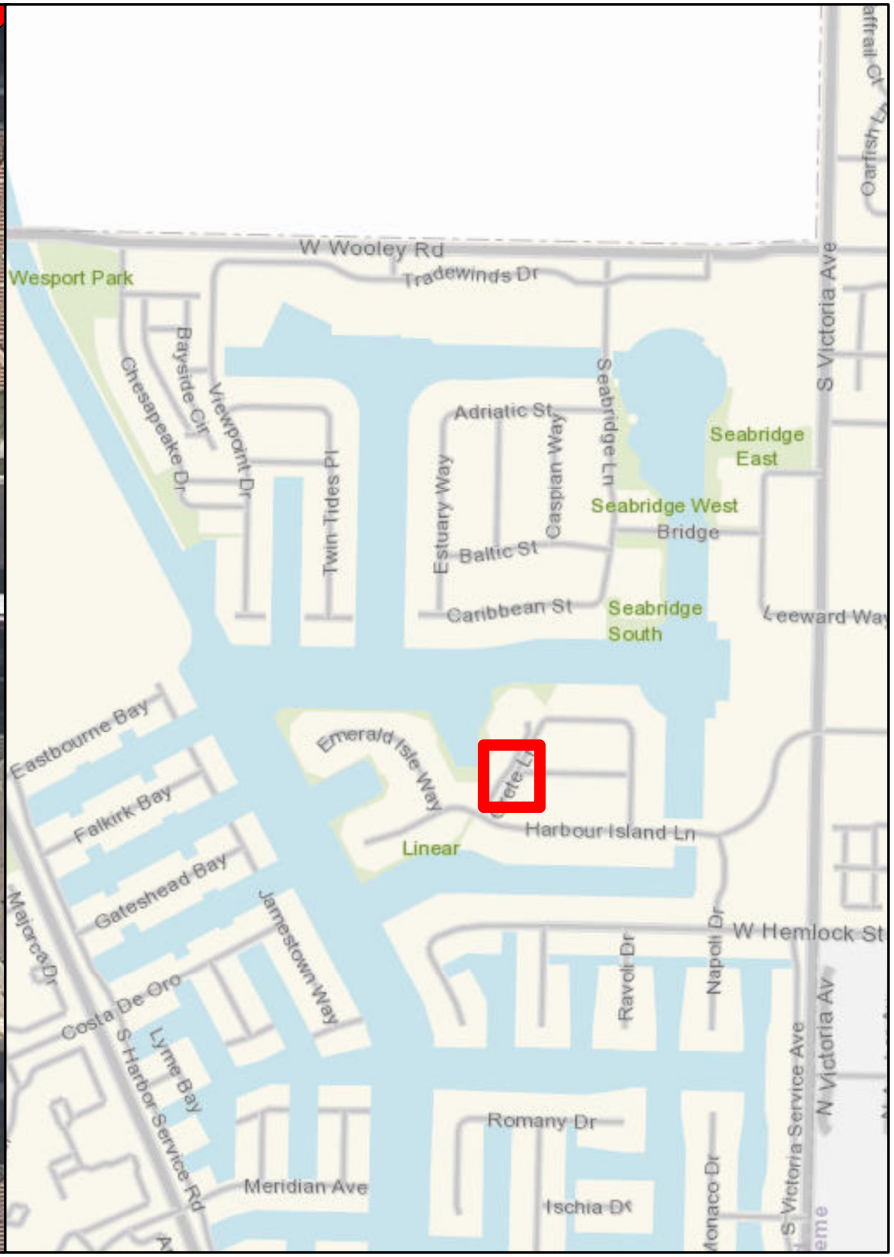


N W E S

# Filtration Unit No. 22






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 2

**Legend**

Filtration Unit

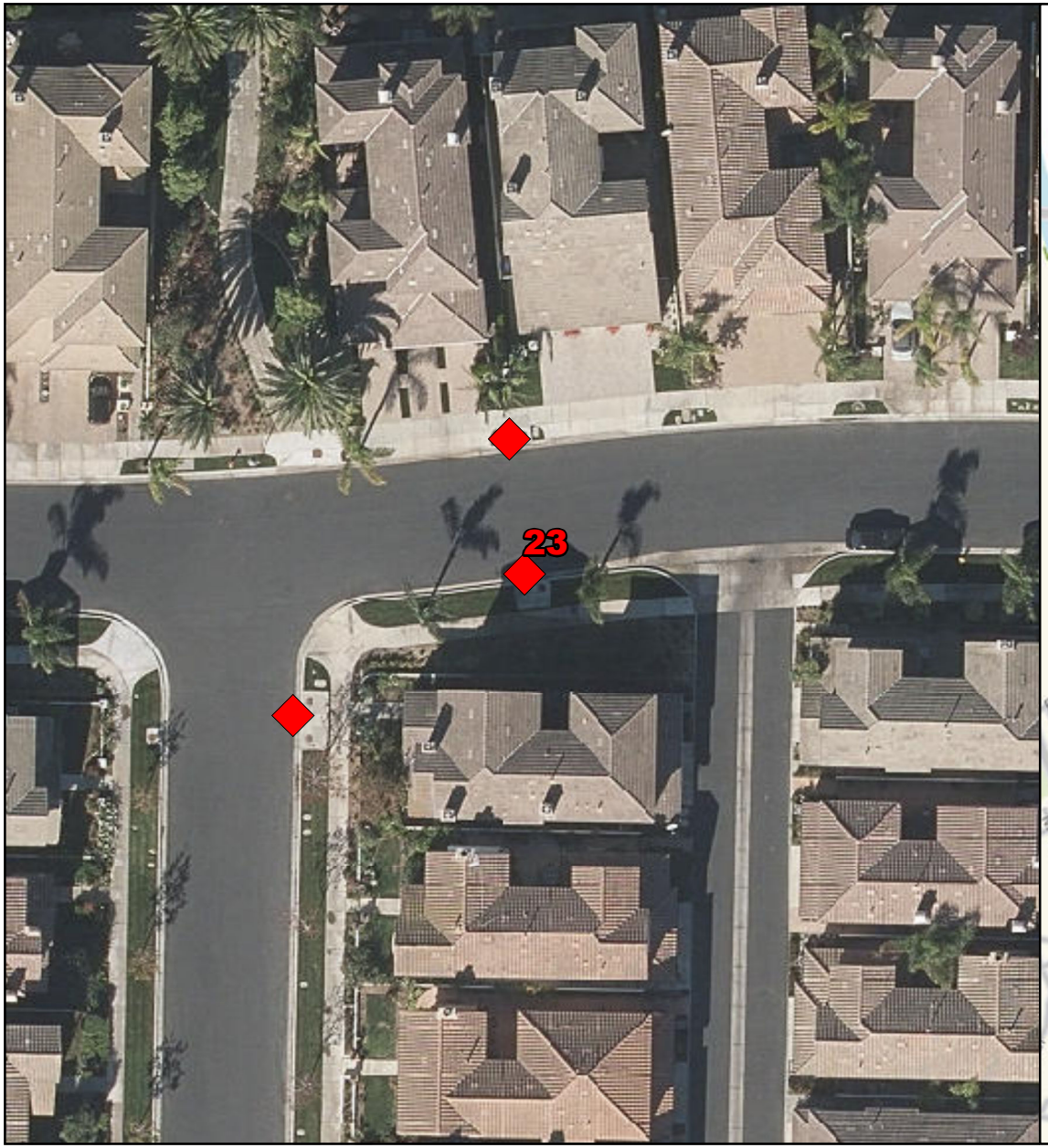
0 15 30 60 90 120 Feet

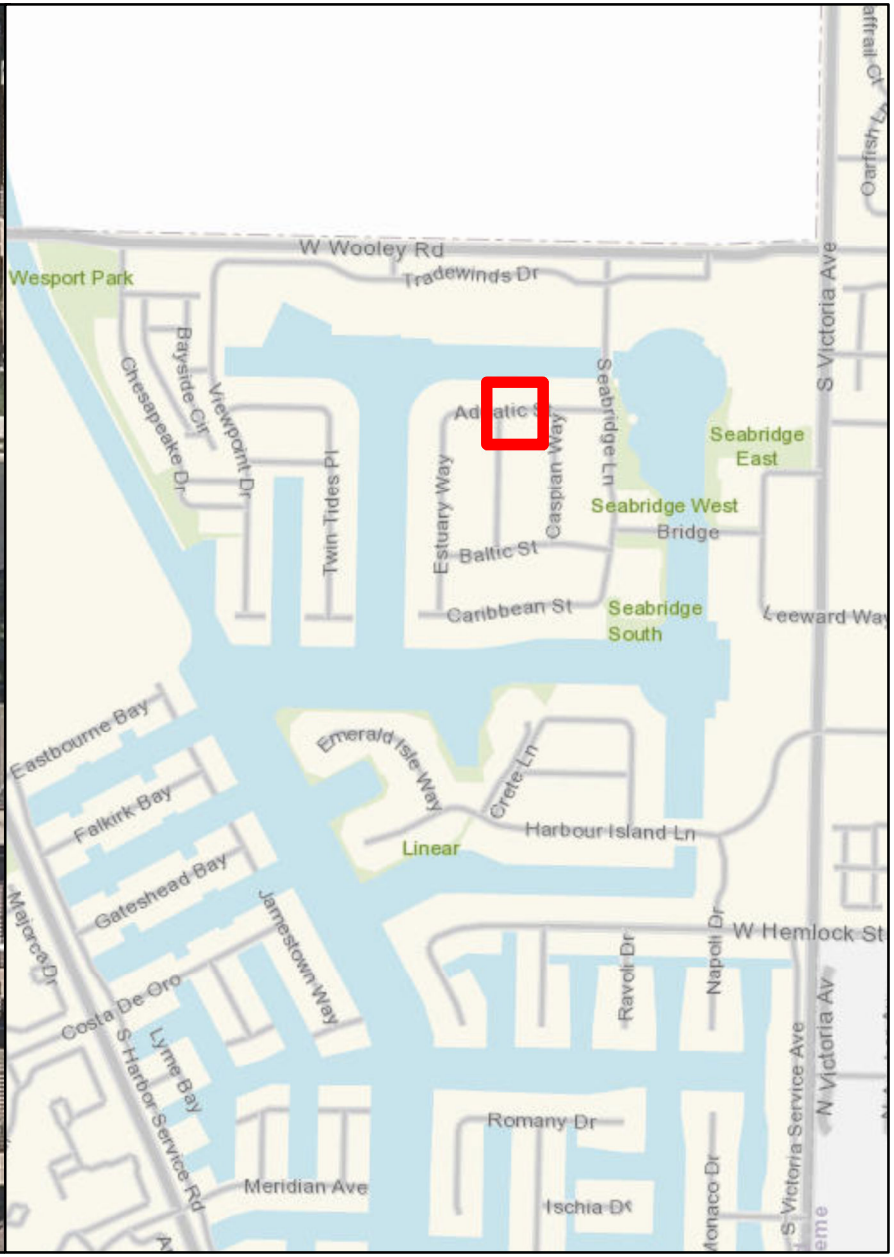


N W E S

# Filtration Unit No. 23






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 3

**Legend**

Filtration Unit

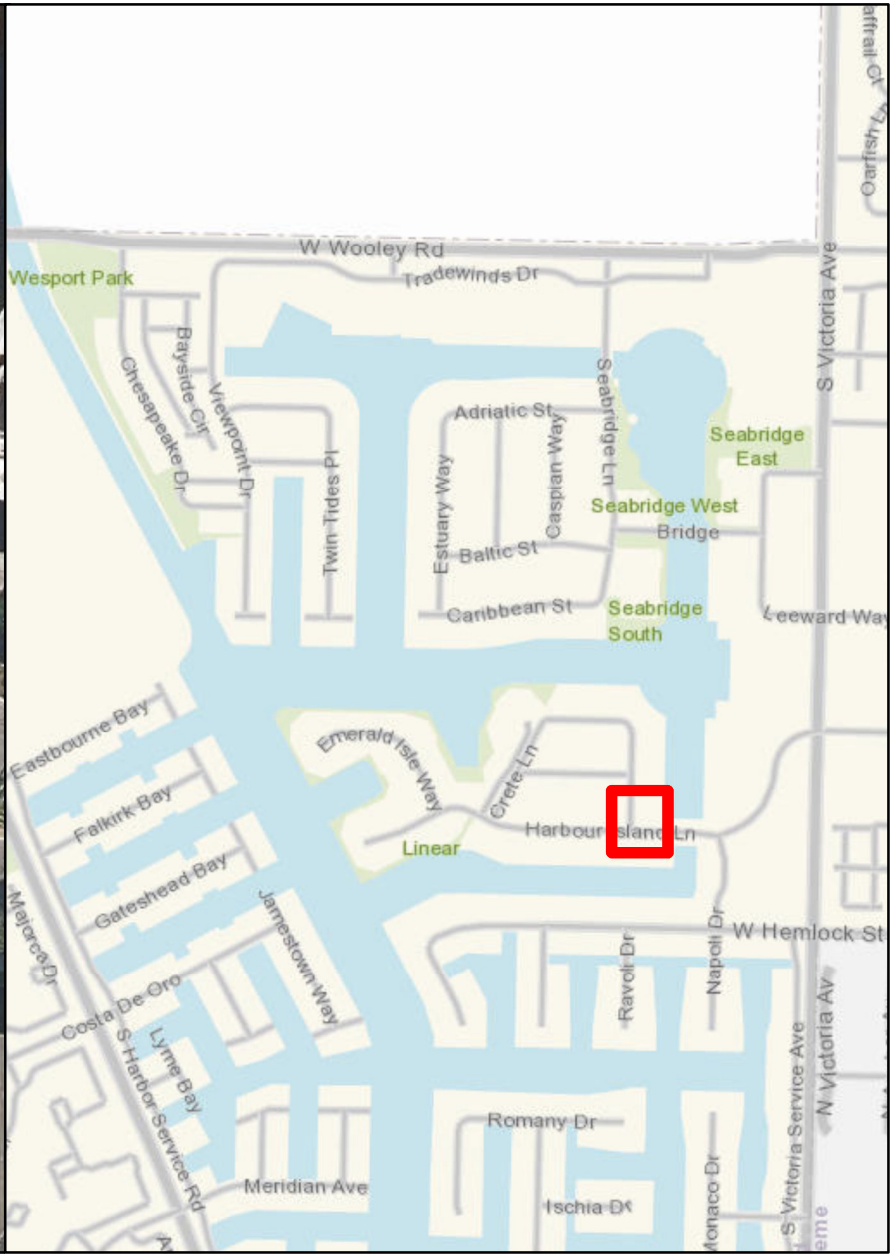
0 15 30 60 90 120 Feet

N
W E
S

# Filtration Unit No. 24






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 4

**Legend**

Filtration Unit

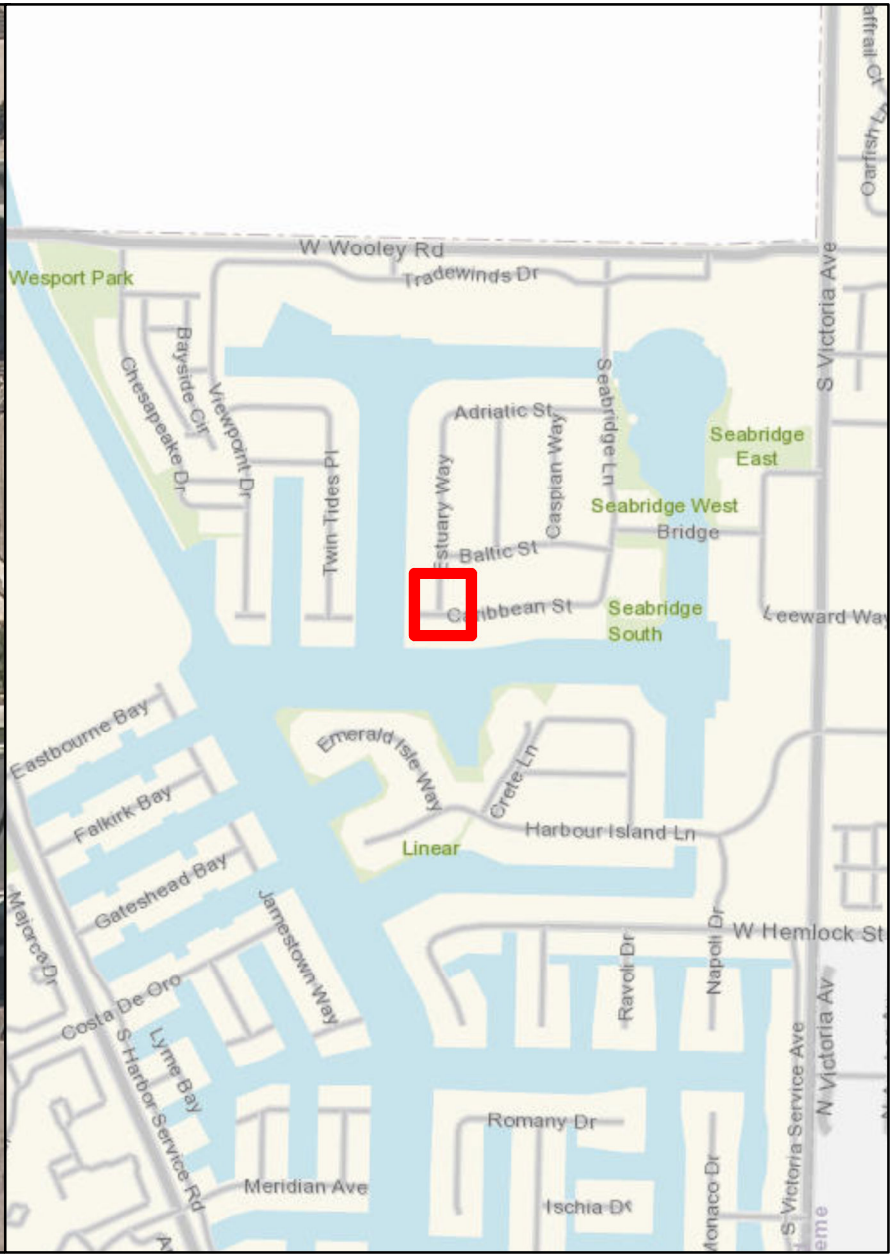
0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 25






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 6

**Legend**

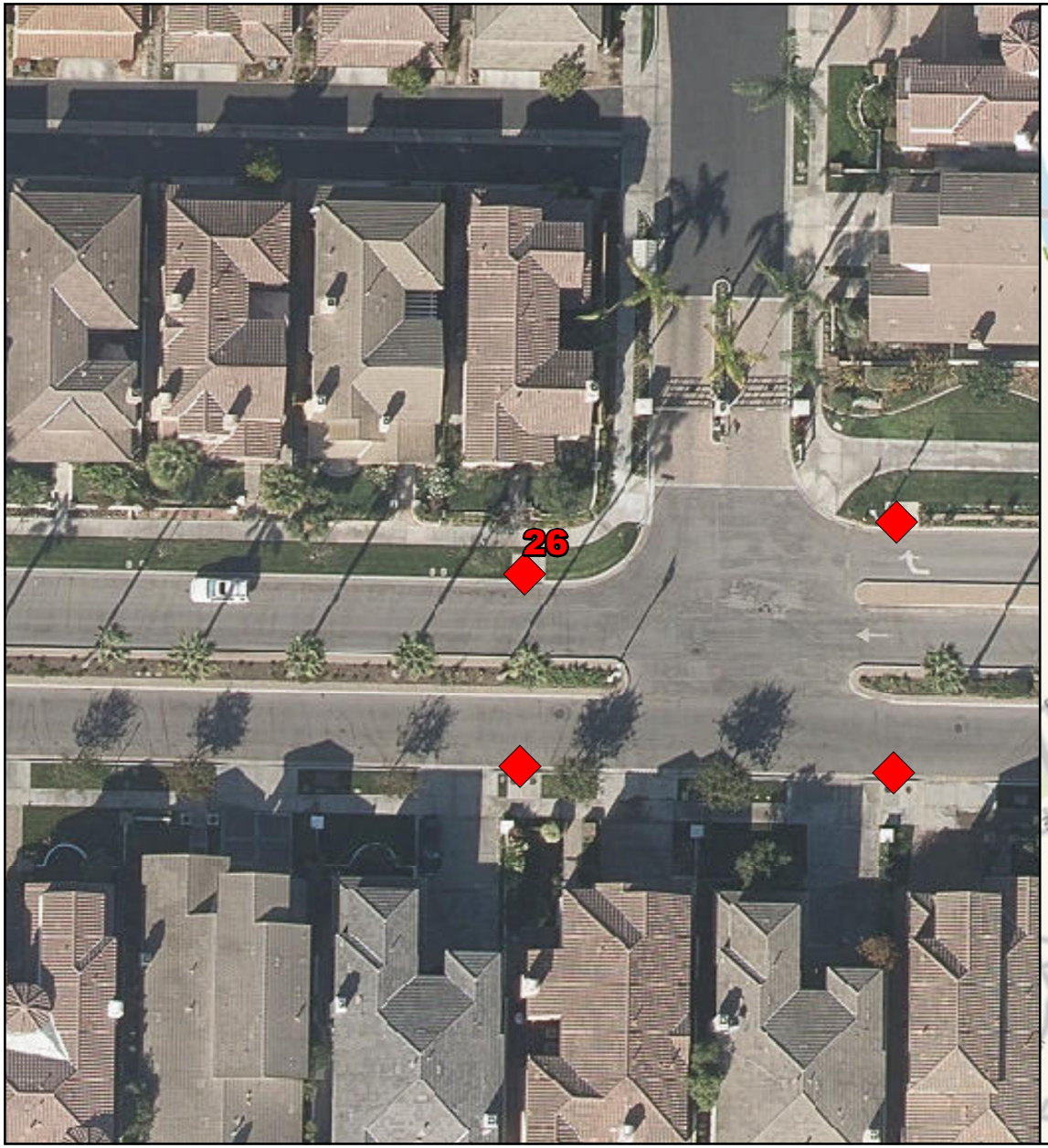
Filtration Unit

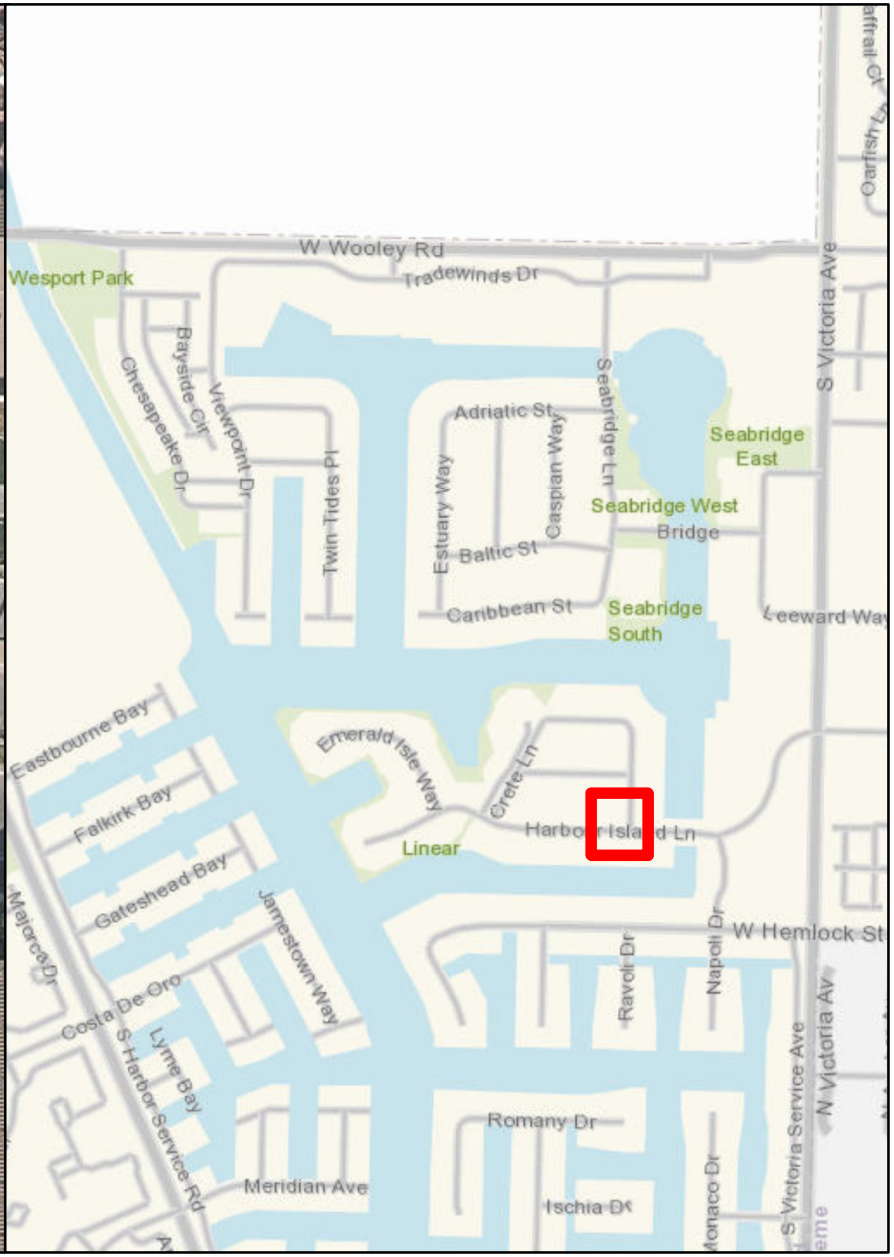
0 15 30 60 90 120 Feet

N
W E
S

# Filtration Unit No. 26






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 6

**Legend**

Filtration Unit

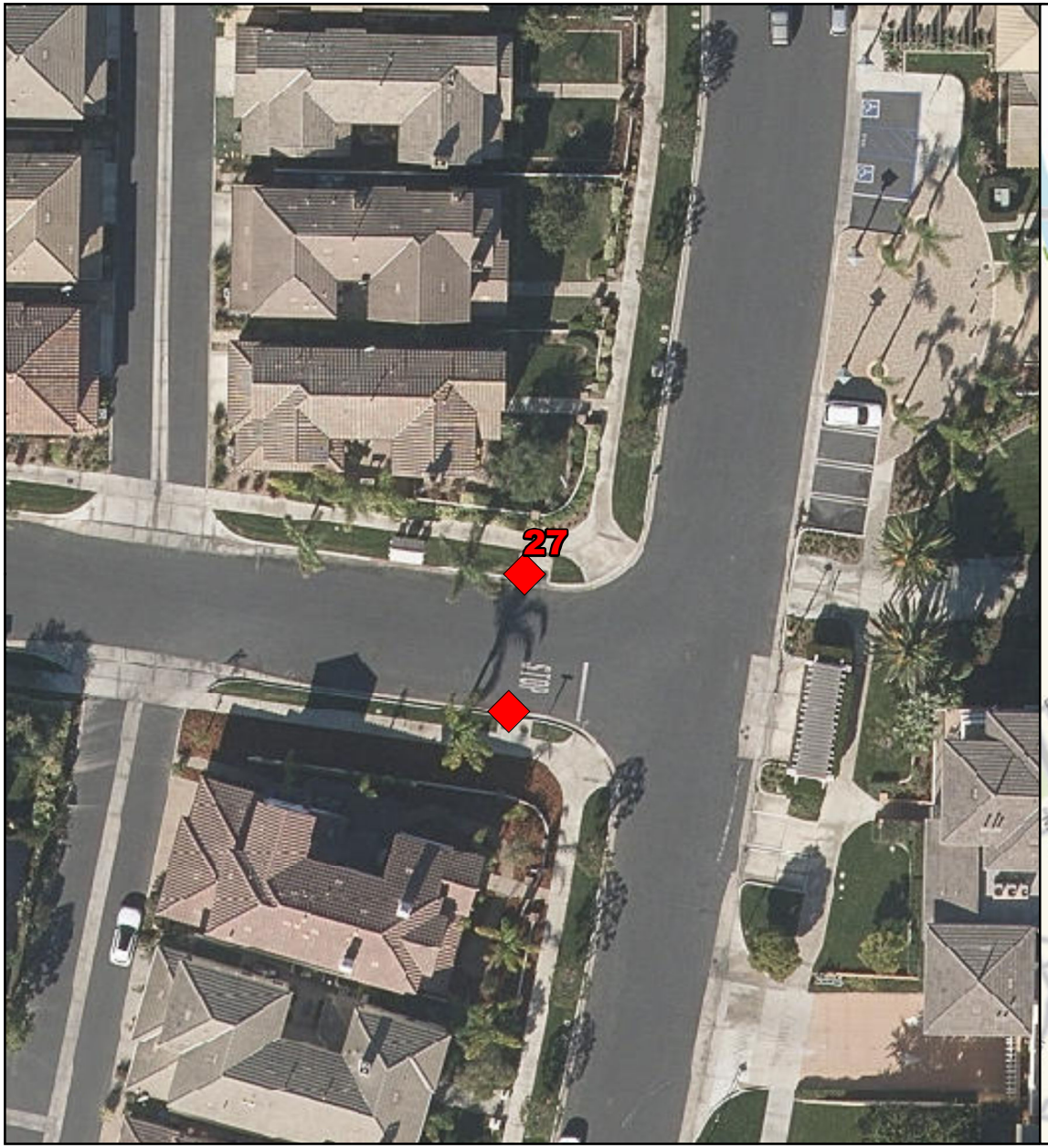
0 15 30 60 90 120 Feet

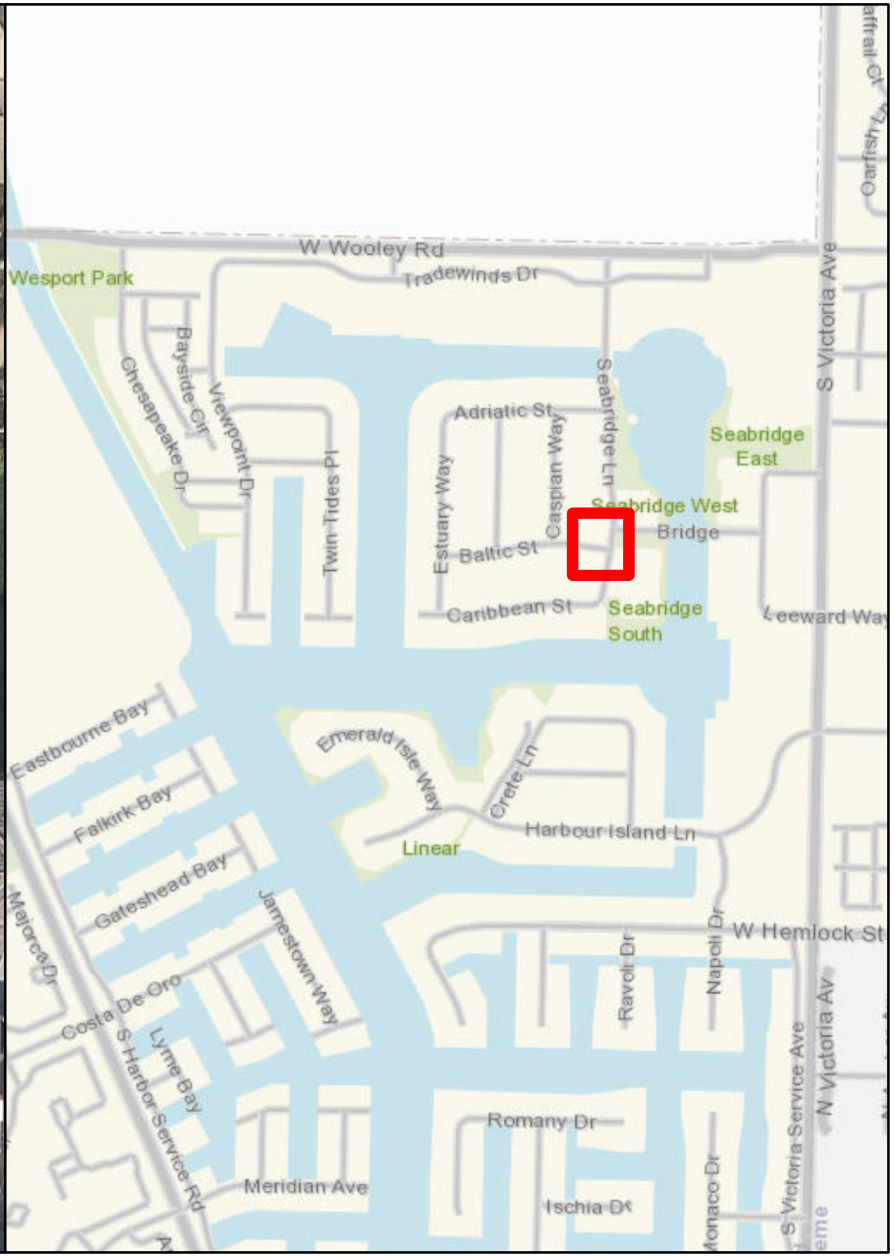


N W E S

# Filtration Unit No. 27






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 8

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

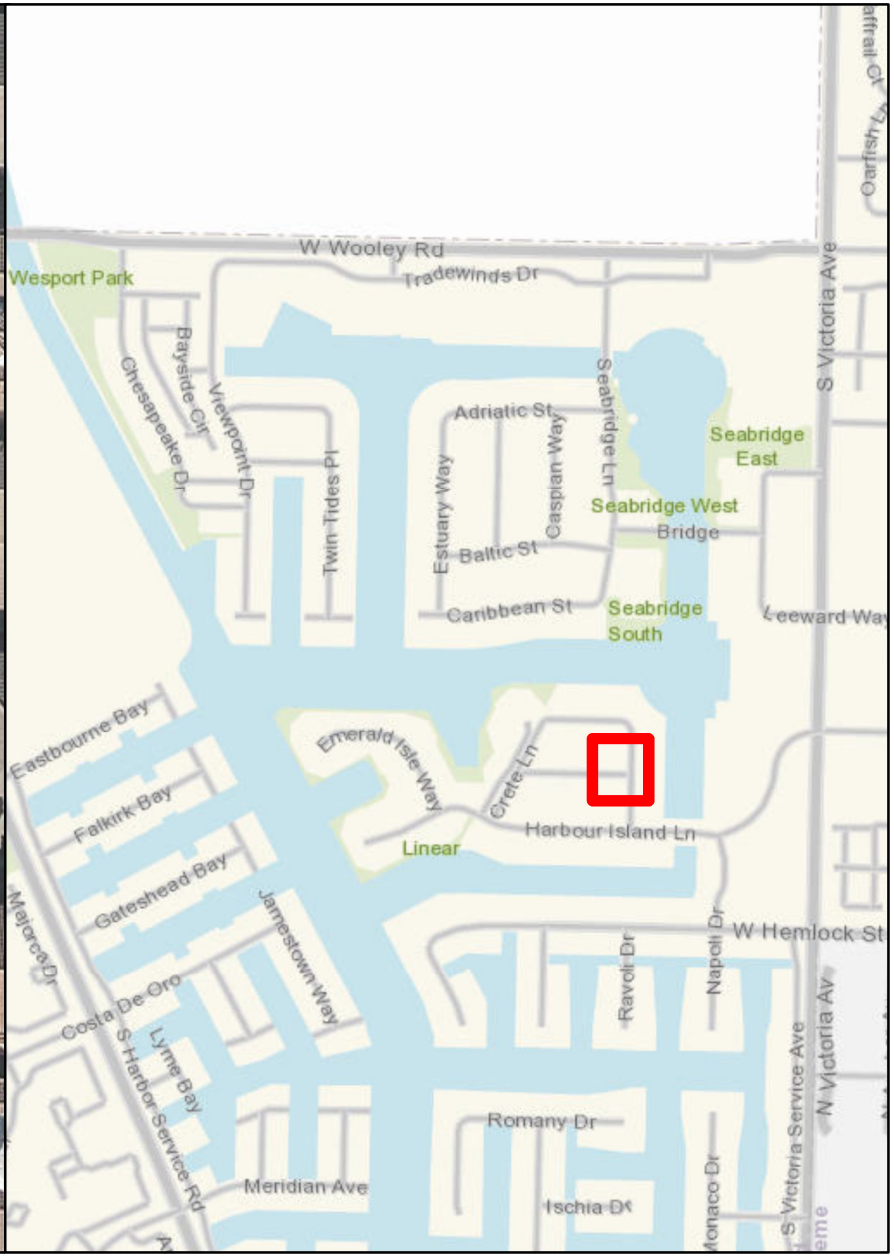


N W E S

# Filtration Unit No. 28






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

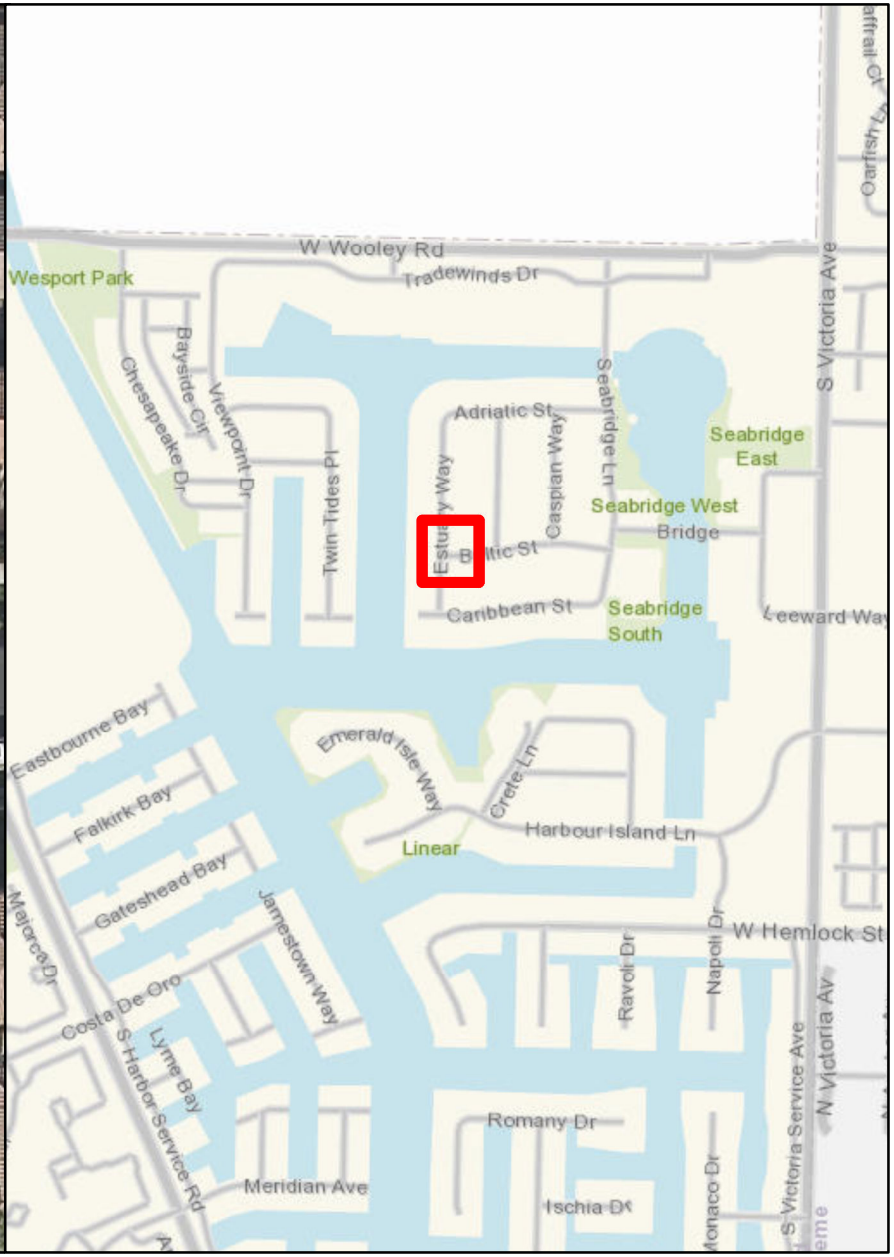


N W E S

# Filtration Unit No. 29






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 8

**Legend**

Filtration Unit

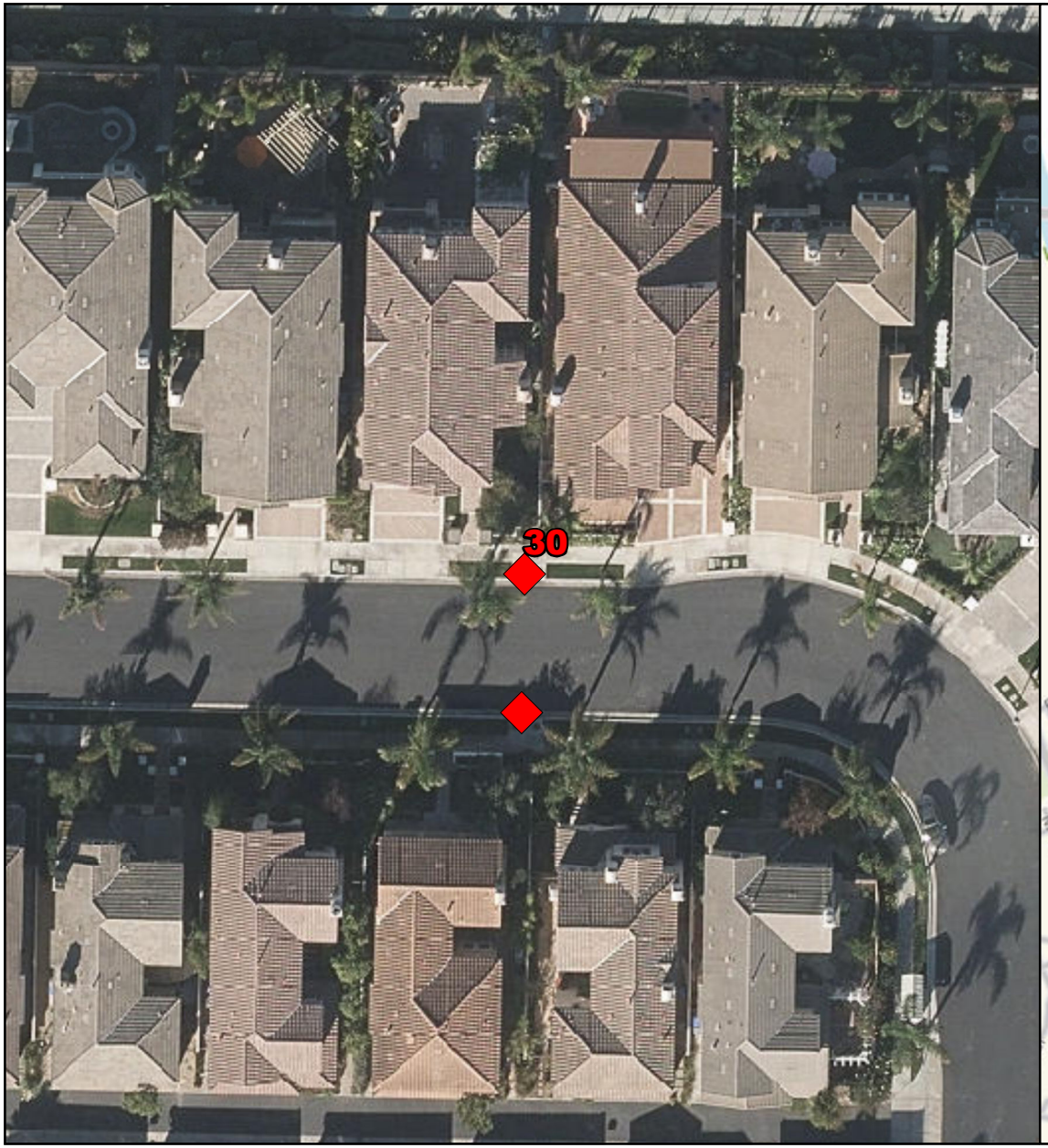
0 15 30 60 90 120 Feet

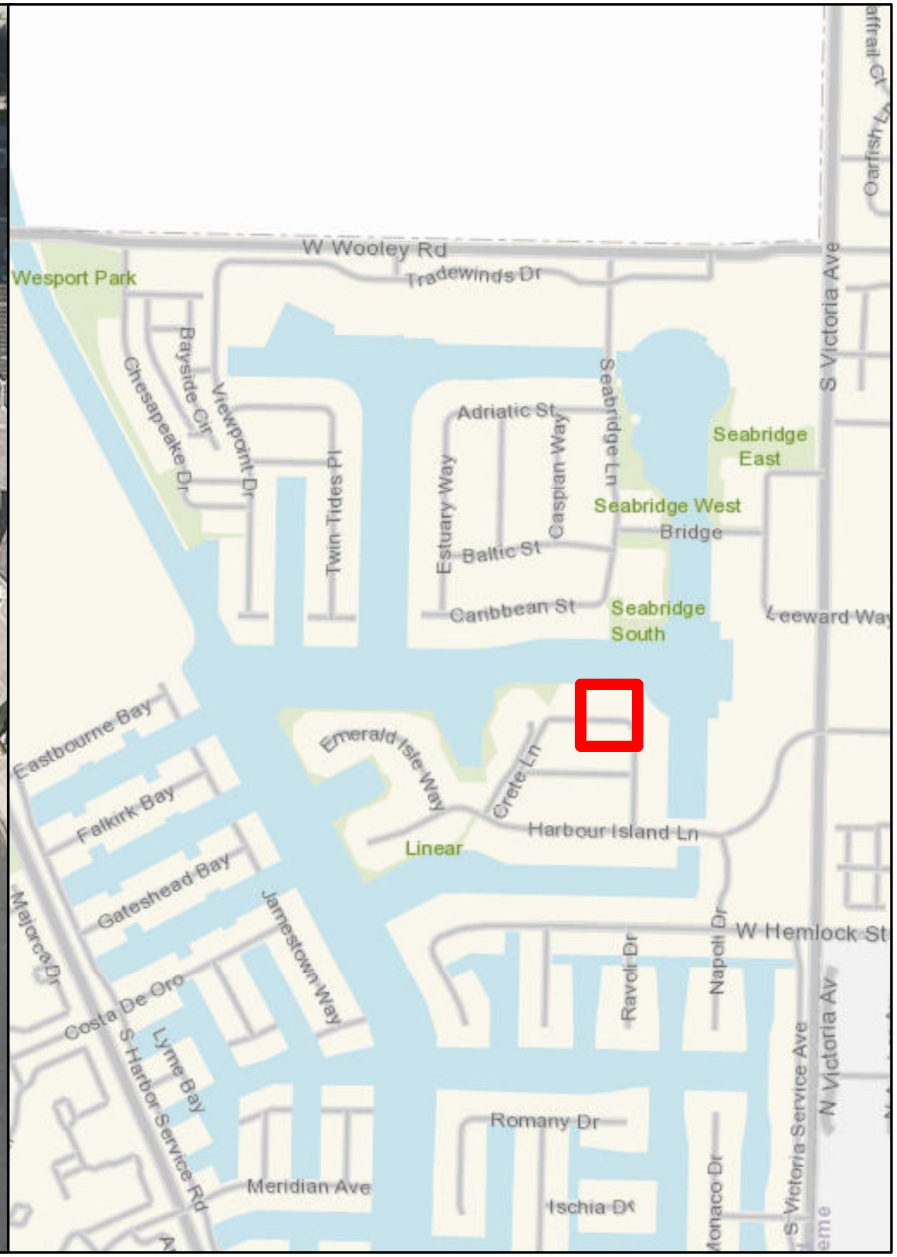


N W E S

# Filtration Unit No. 30






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 8

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

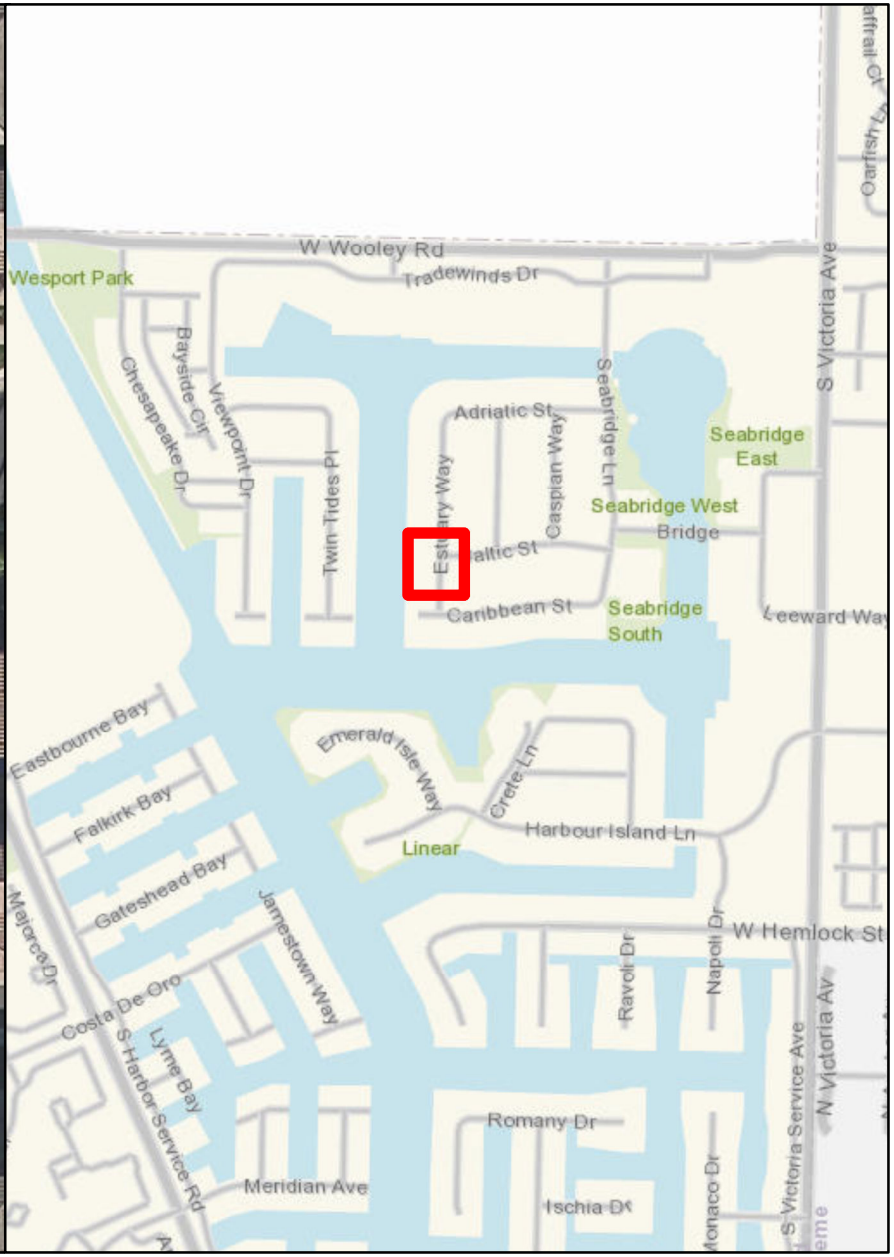


N W E S

# Filtration Unit No. 31






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 2

**Legend**

Filtration Unit

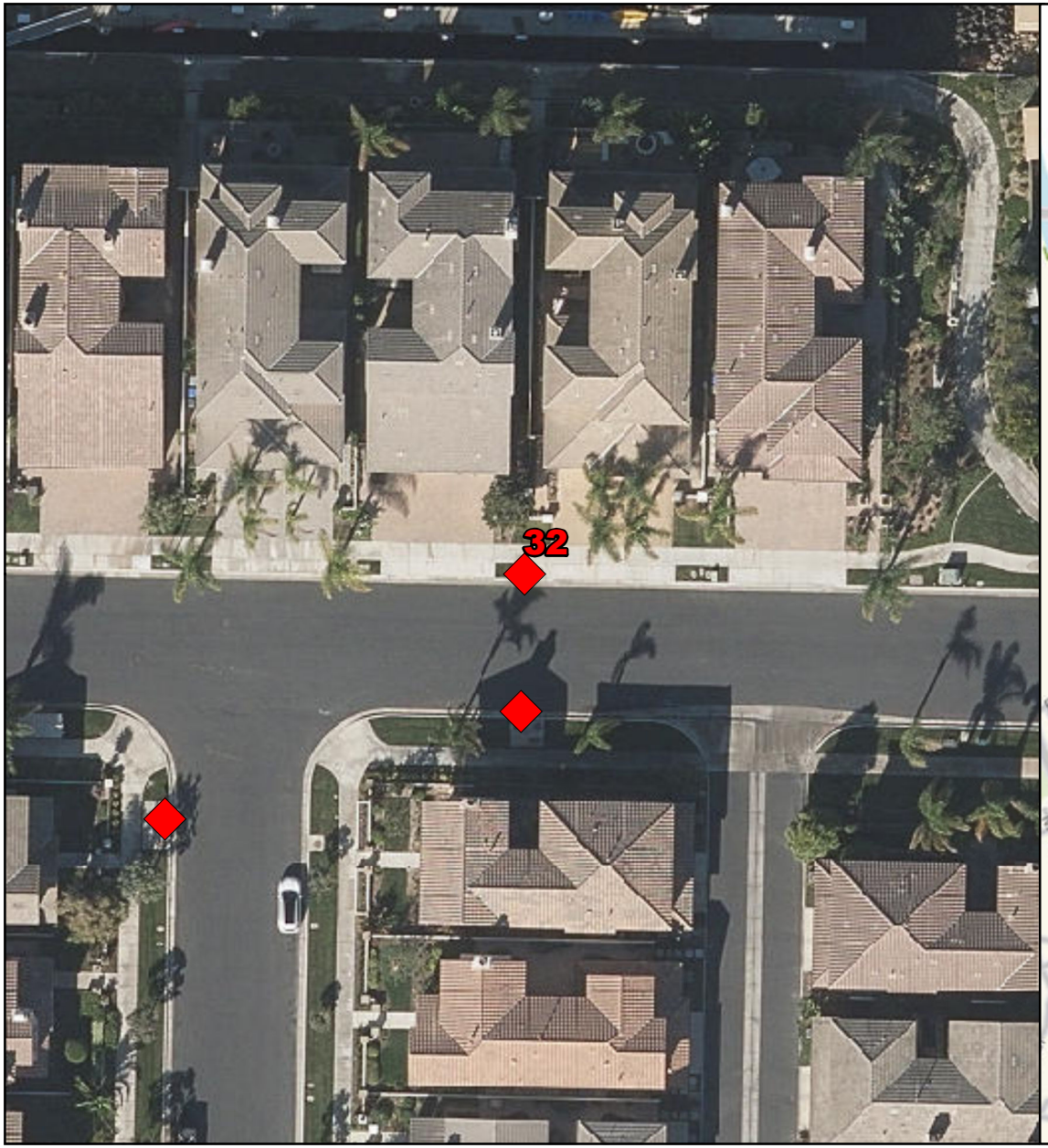
0 15 30 60 90 120 Feet

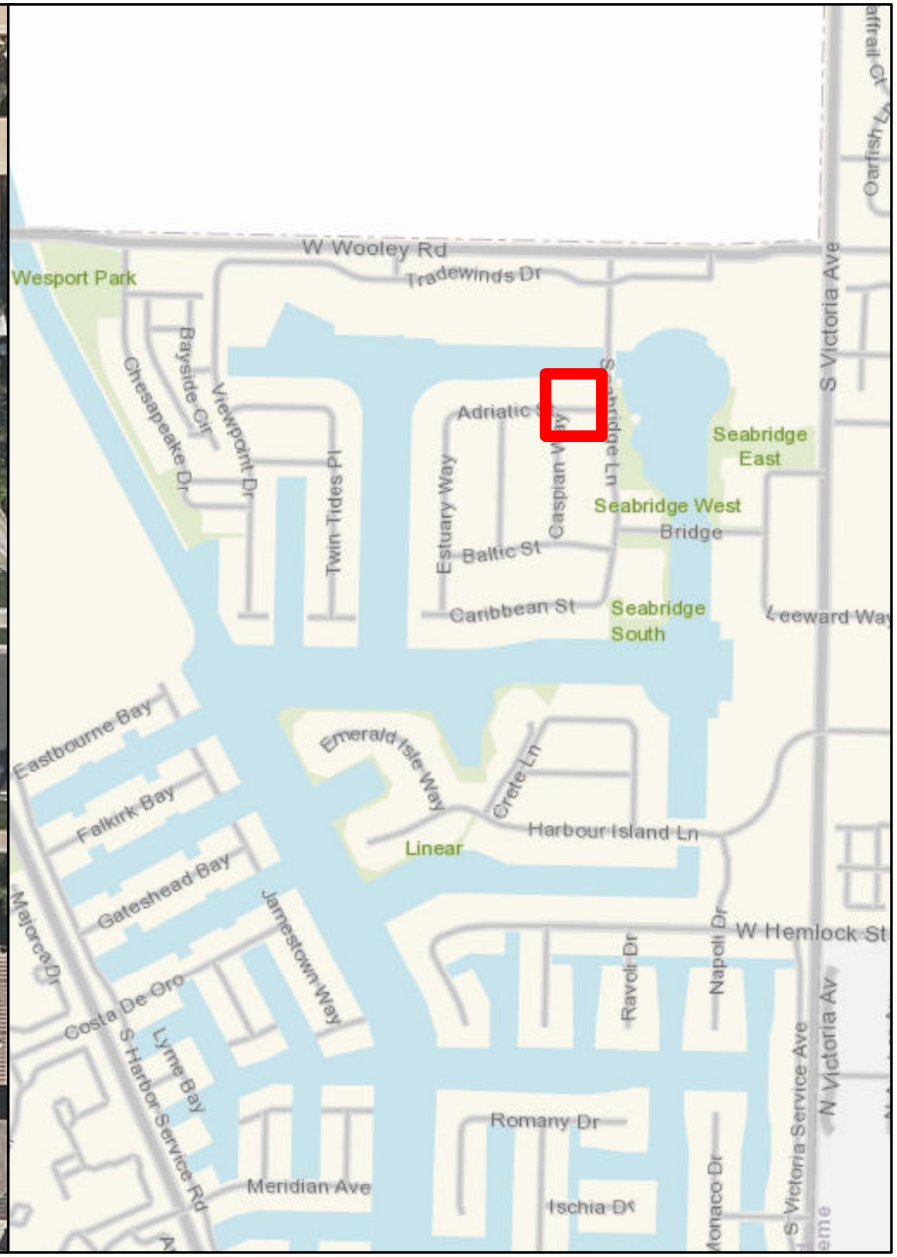


N W E S

# Filtration Unit No. 32






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 4

**Legend**

Filtration Unit

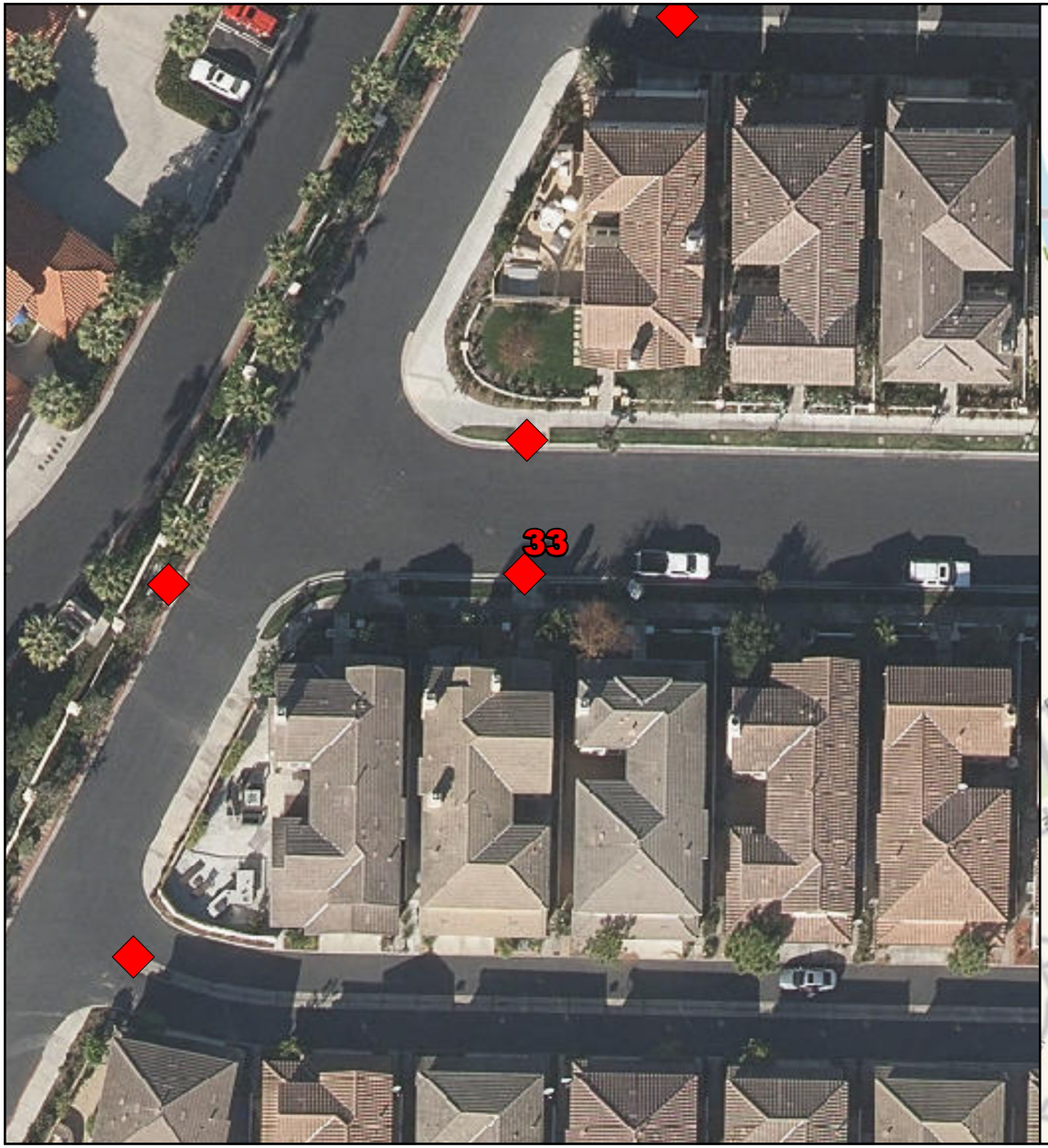
0 15 30 60 90 120 Feet

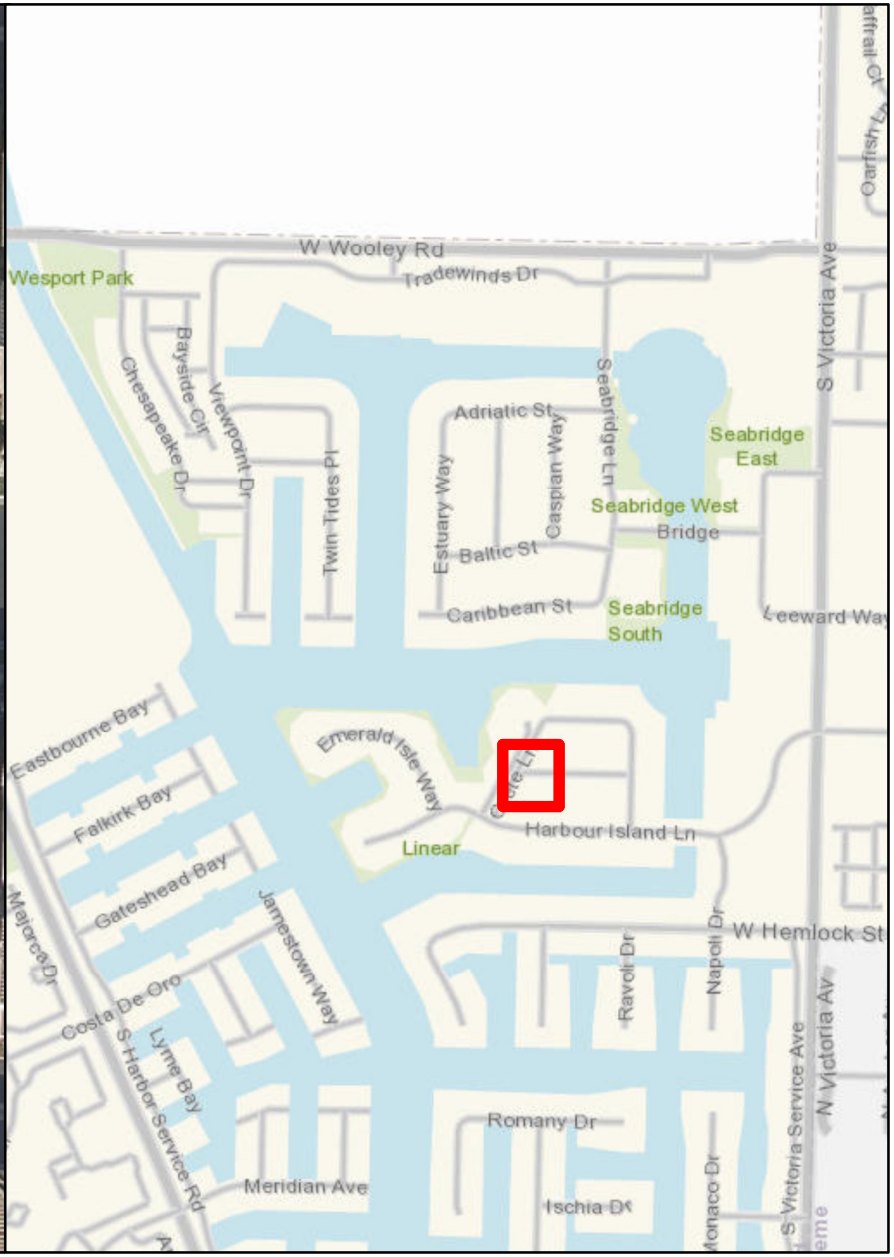


N W E S

# Filtration Unit No. 33






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 7

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

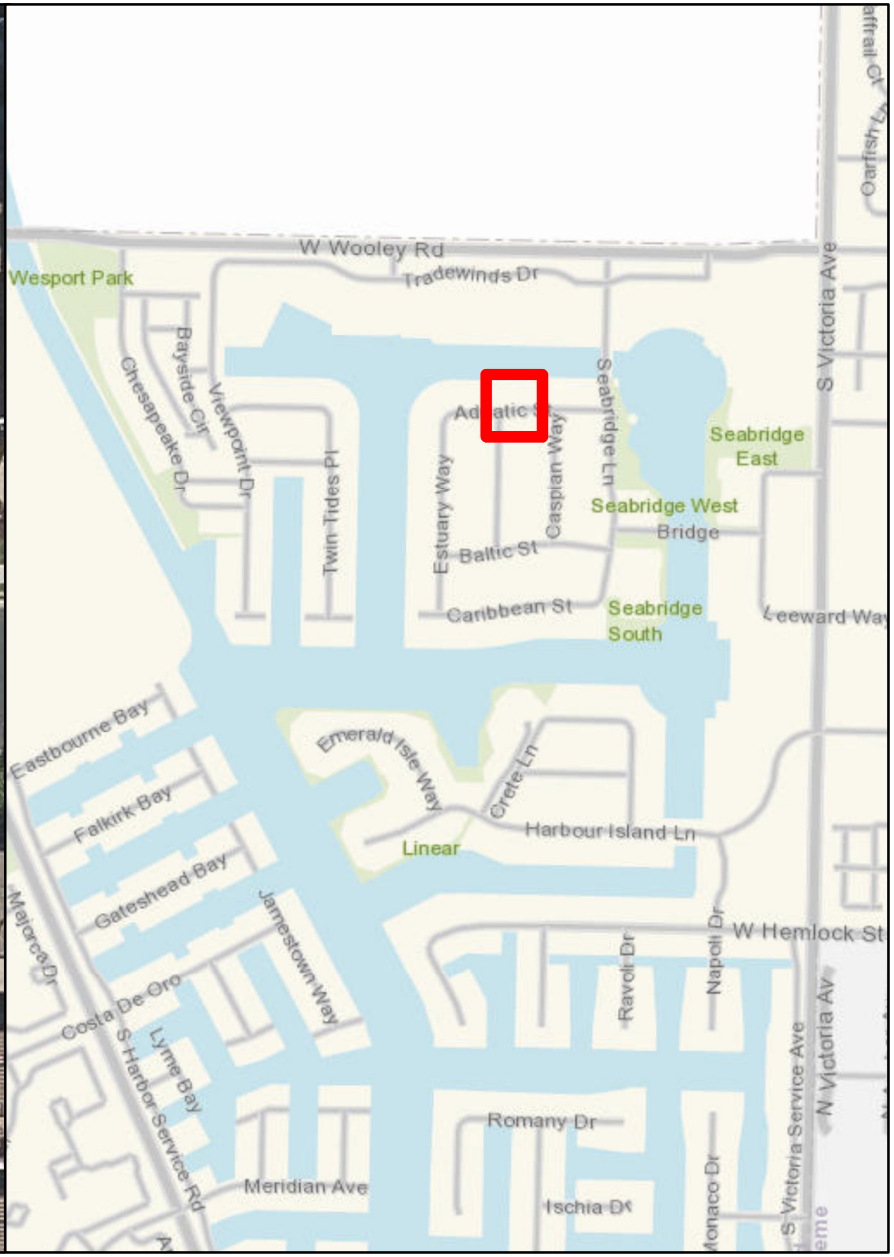


N W E S

# Filtration Unit No. 34






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 5

**Legend**

Filtration Unit

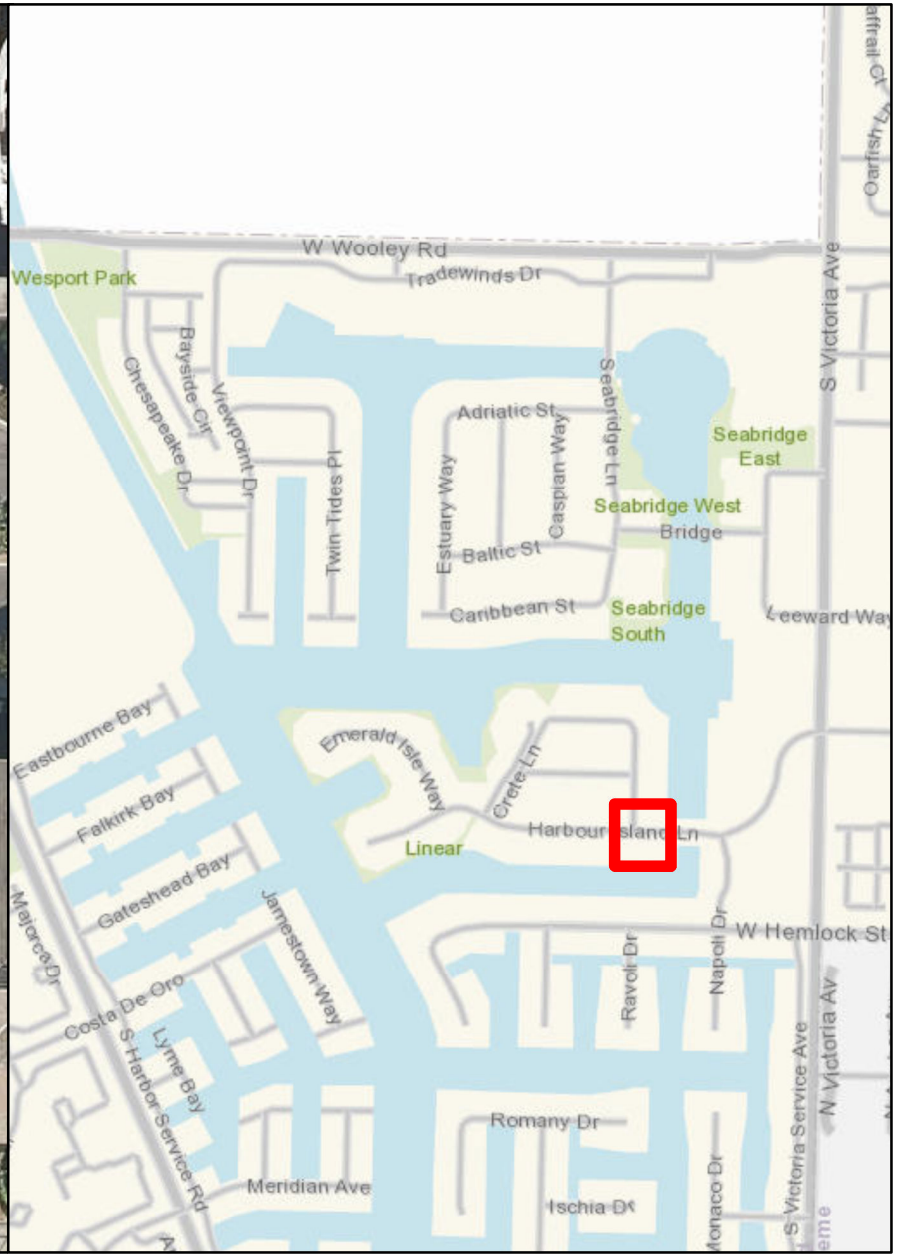
0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 35






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

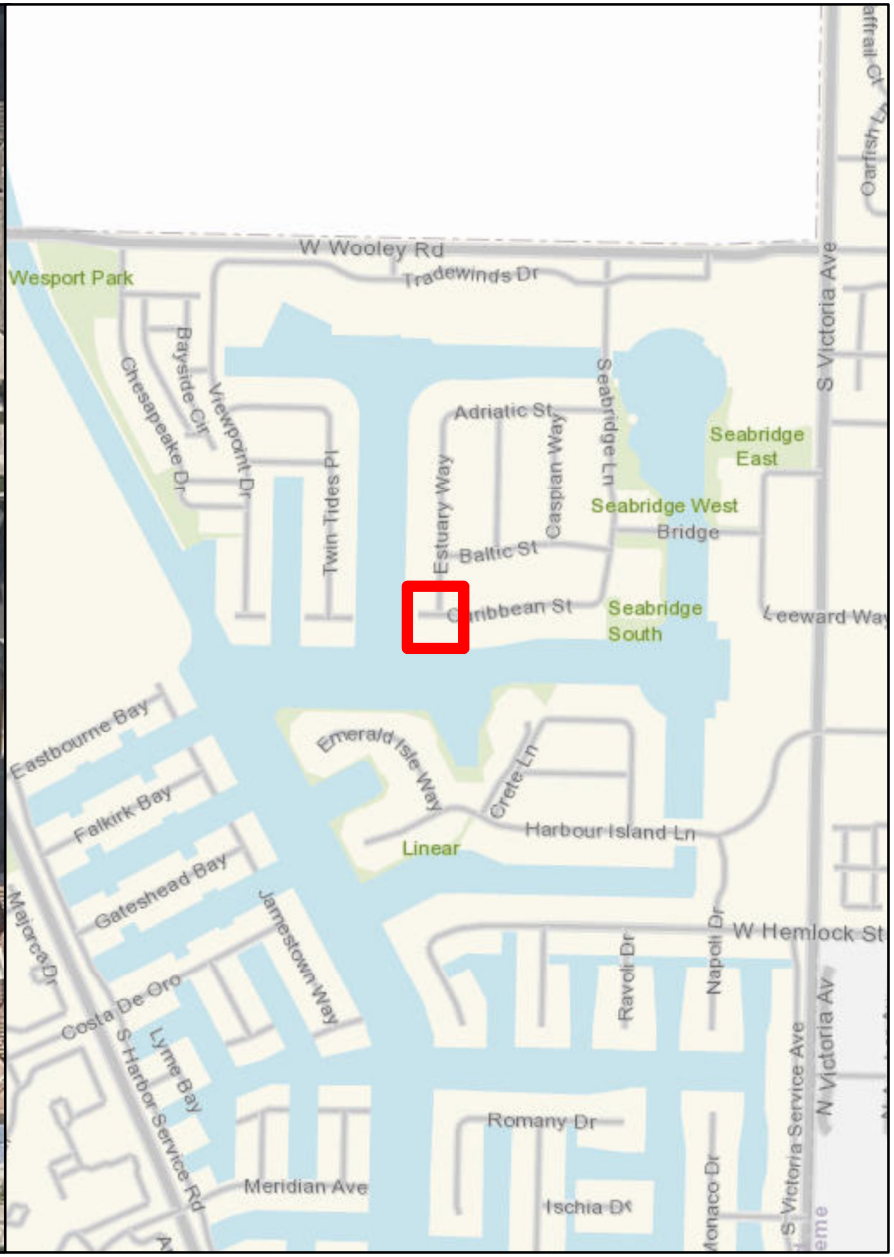


N W E S

# Filtration Unit No. 36






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 8

**Legend**

Filtration Unit

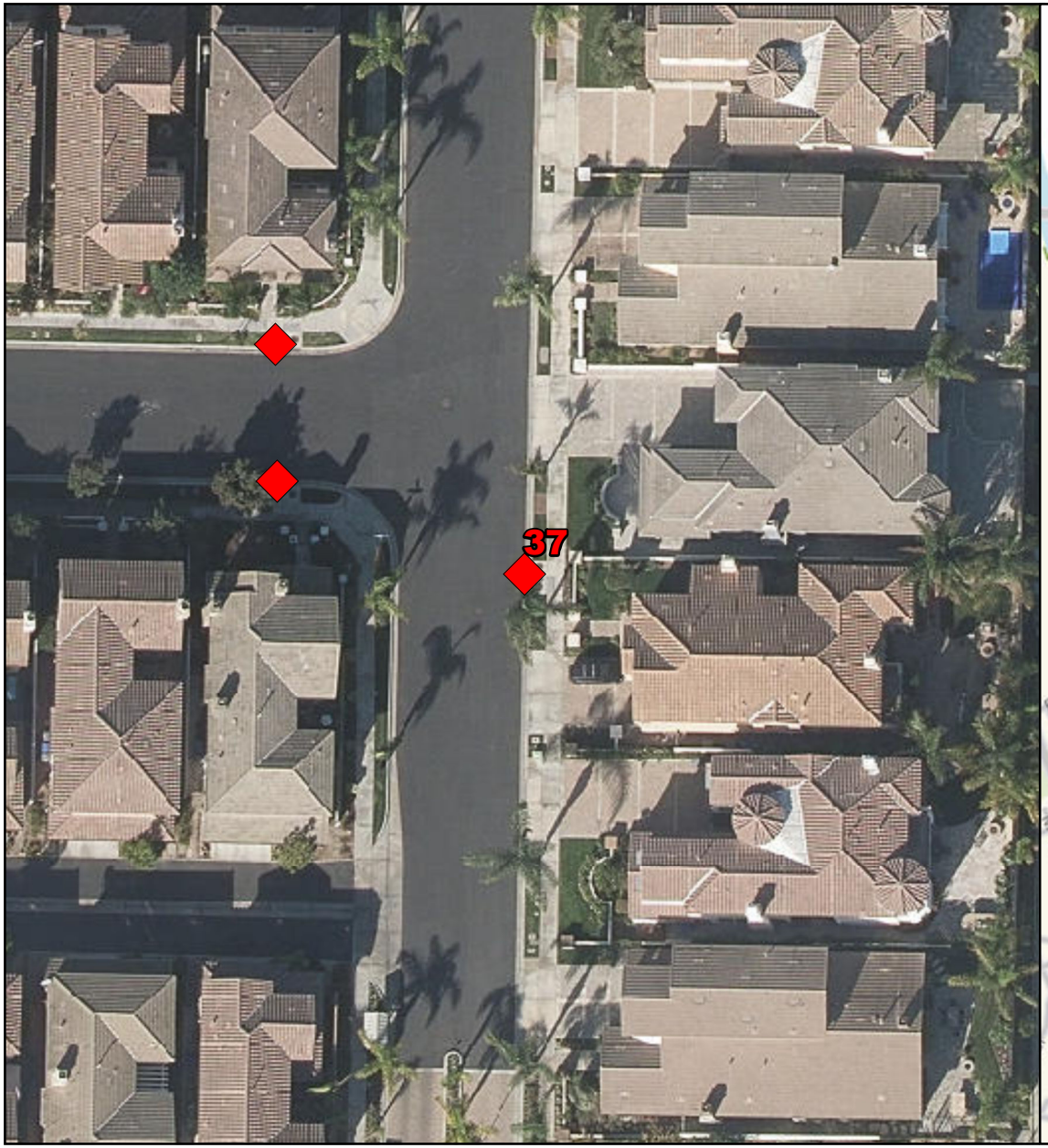
0 15 30 60 90 120 Feet

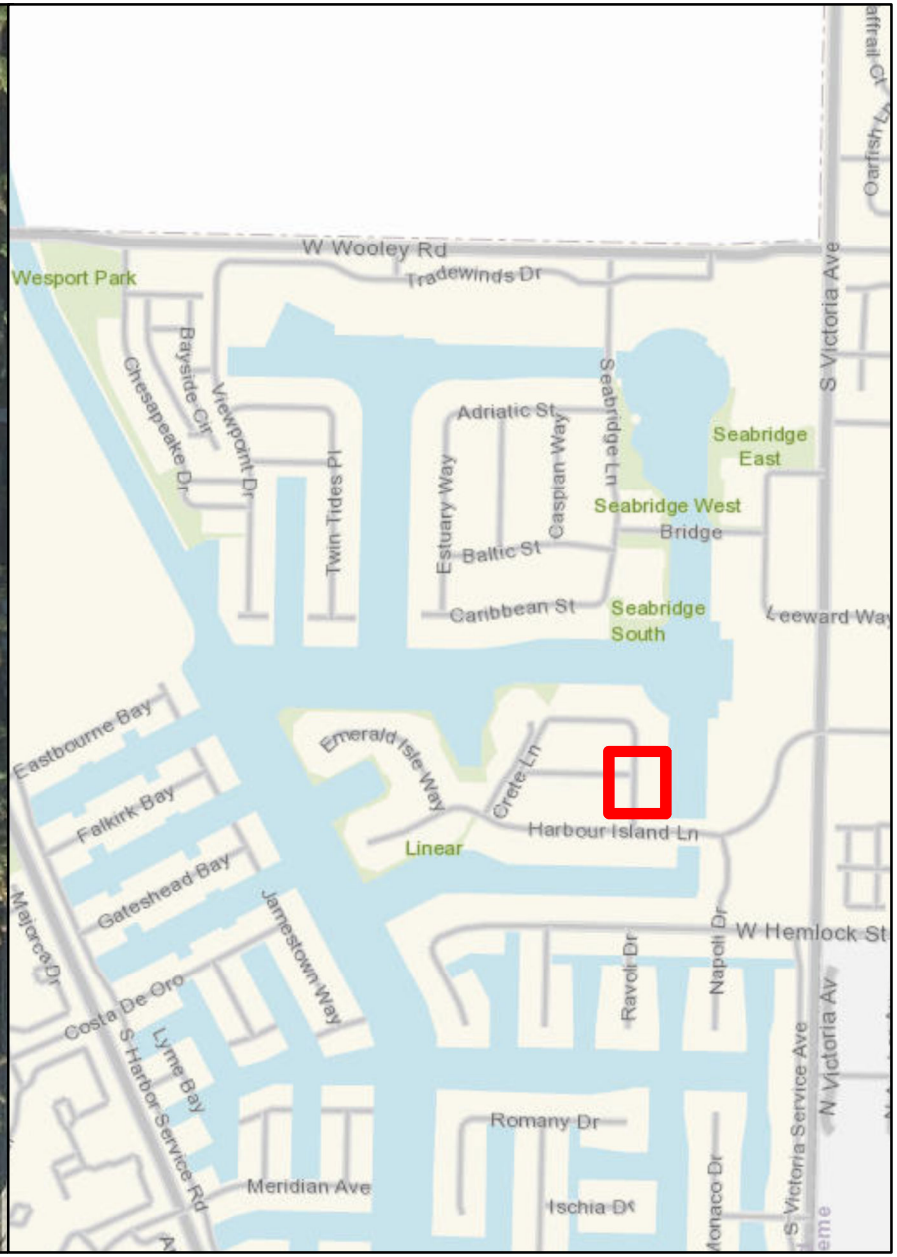


N W E S

# Filtration Unit No. 37






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 5

**Legend**

Filtration Unit

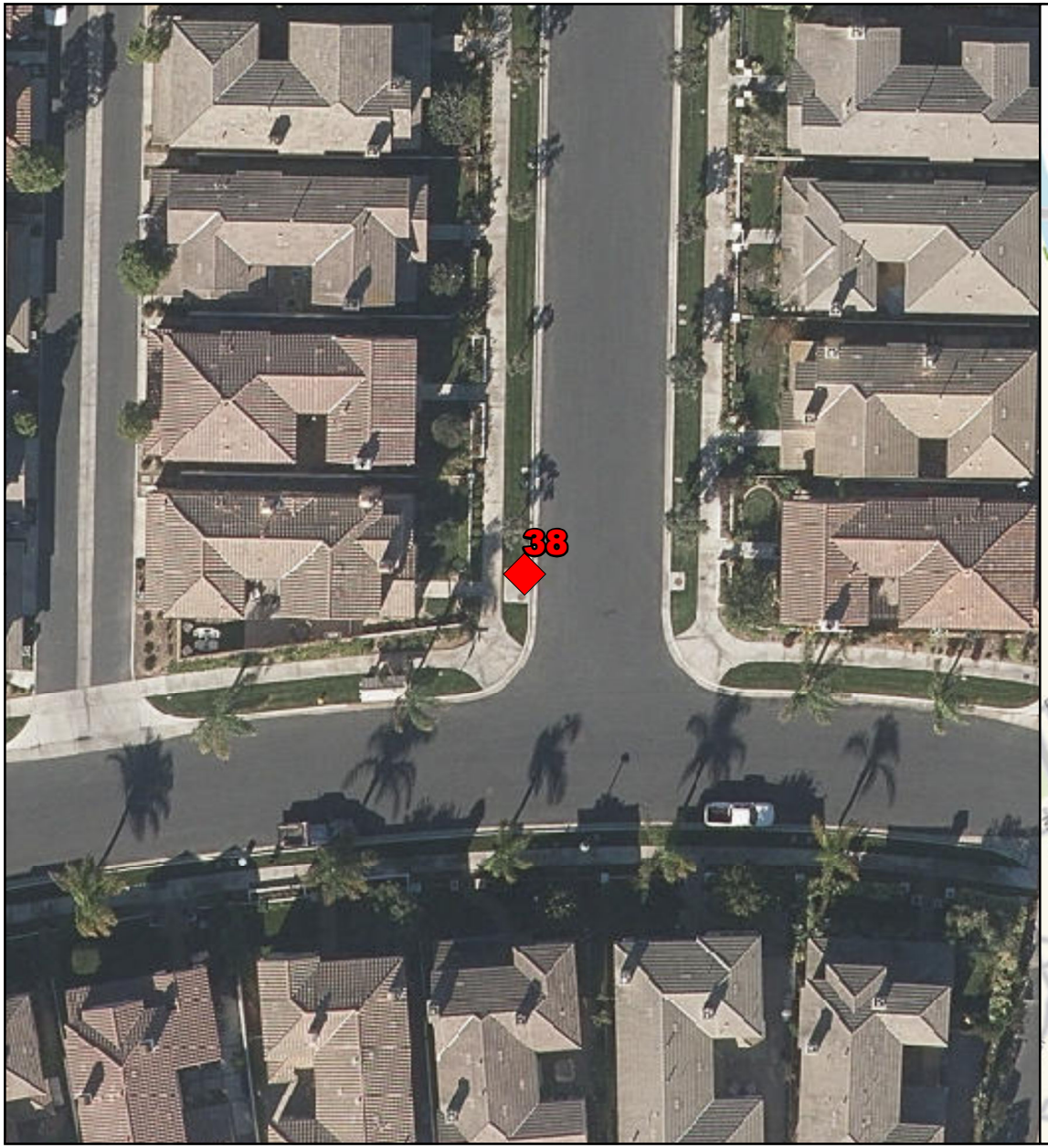
0 15 30 60 90 120 Feet

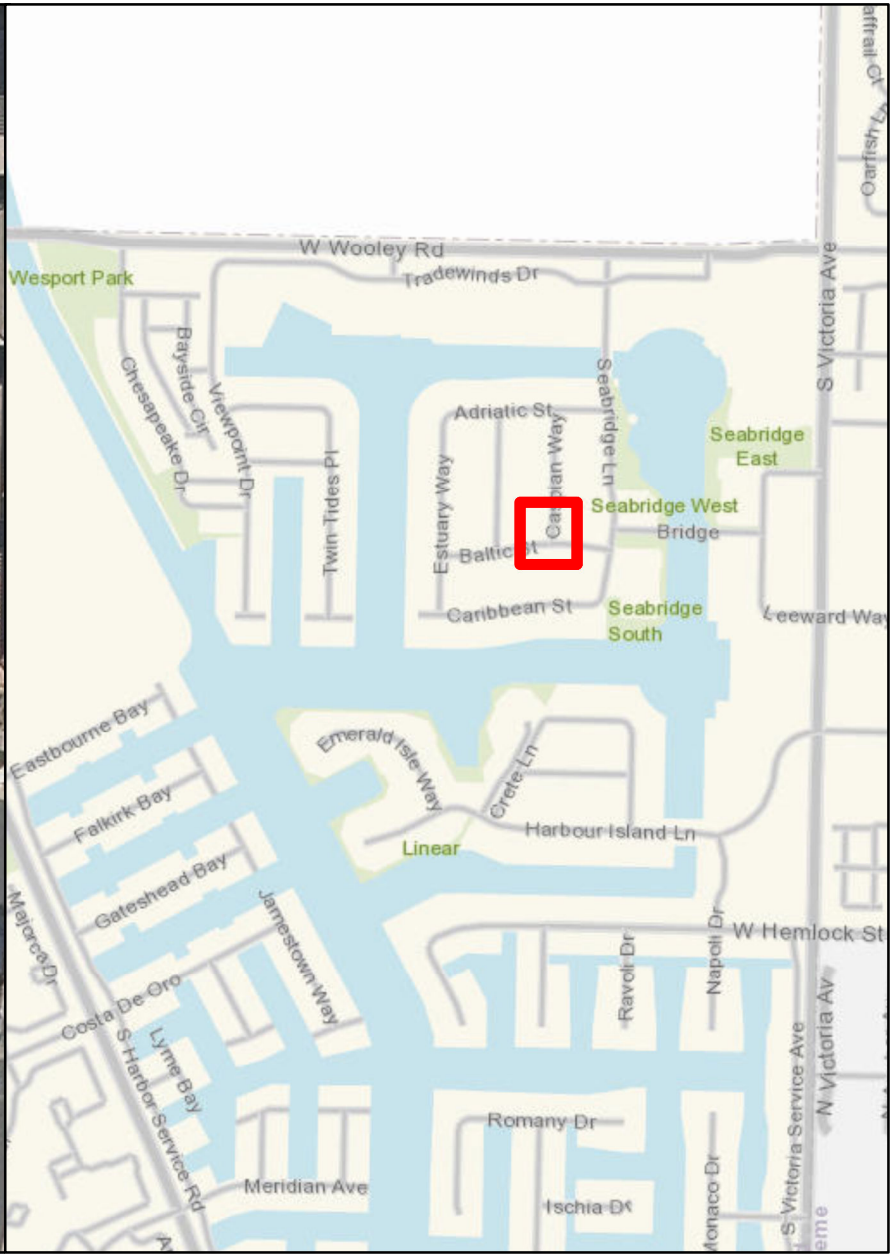


N W E S

# Filtration Unit No. 38






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 7

**Legend**

Filtration Unit

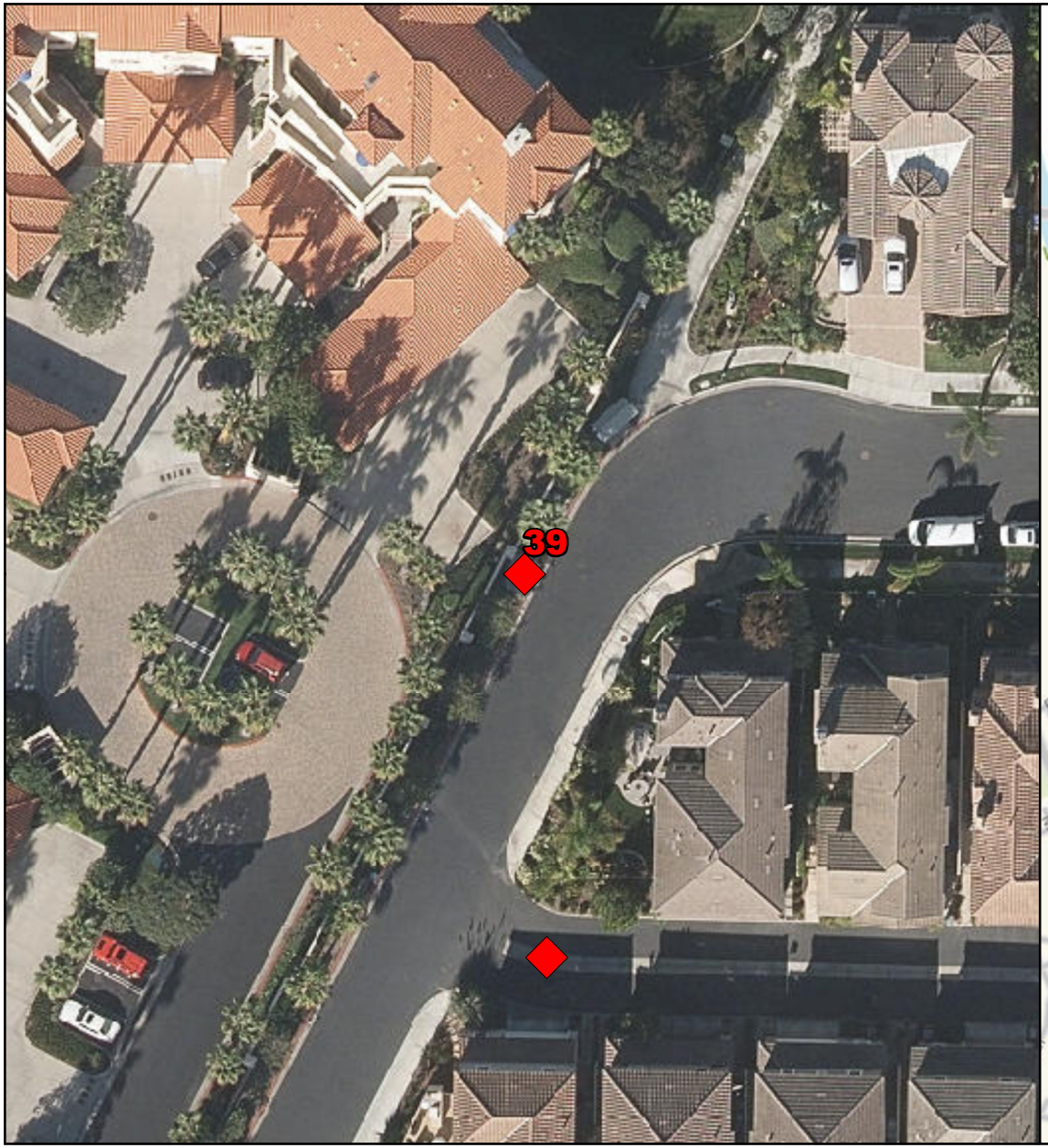
0 15 30 60 90 120 Feet

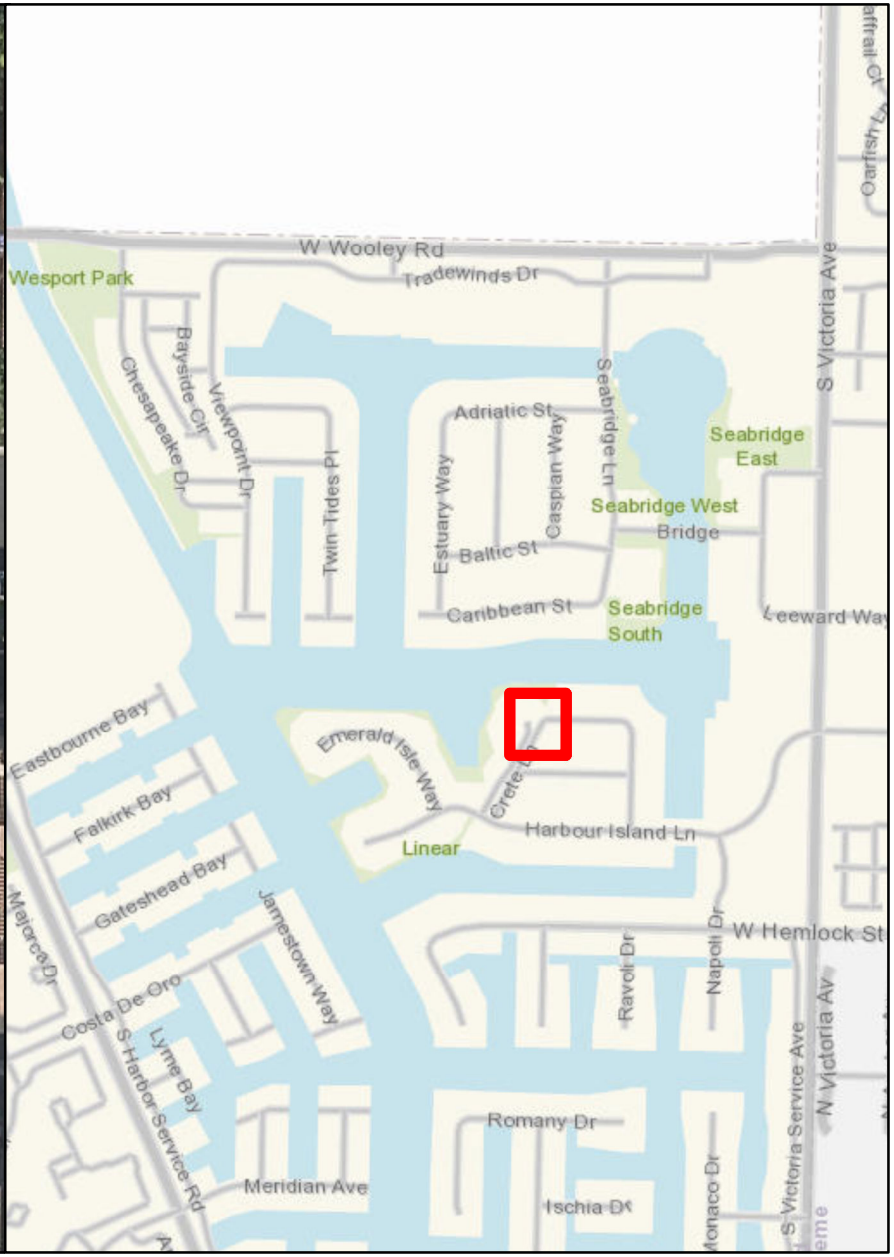


N W E S

# Filtration Unit No. 39






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 7

**Legend**

Filtration Unit

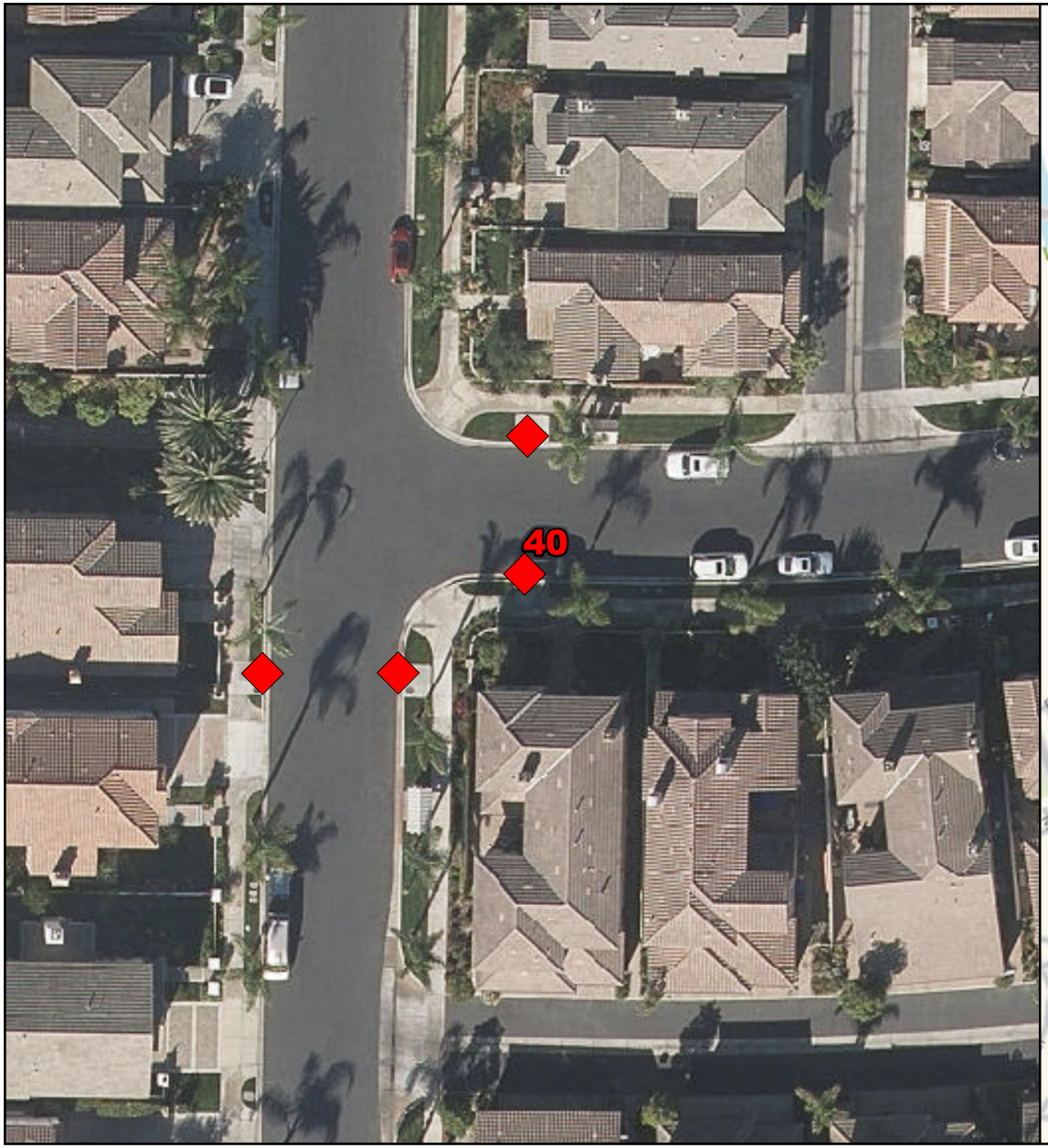
0 15 30 60 90 120 Feet

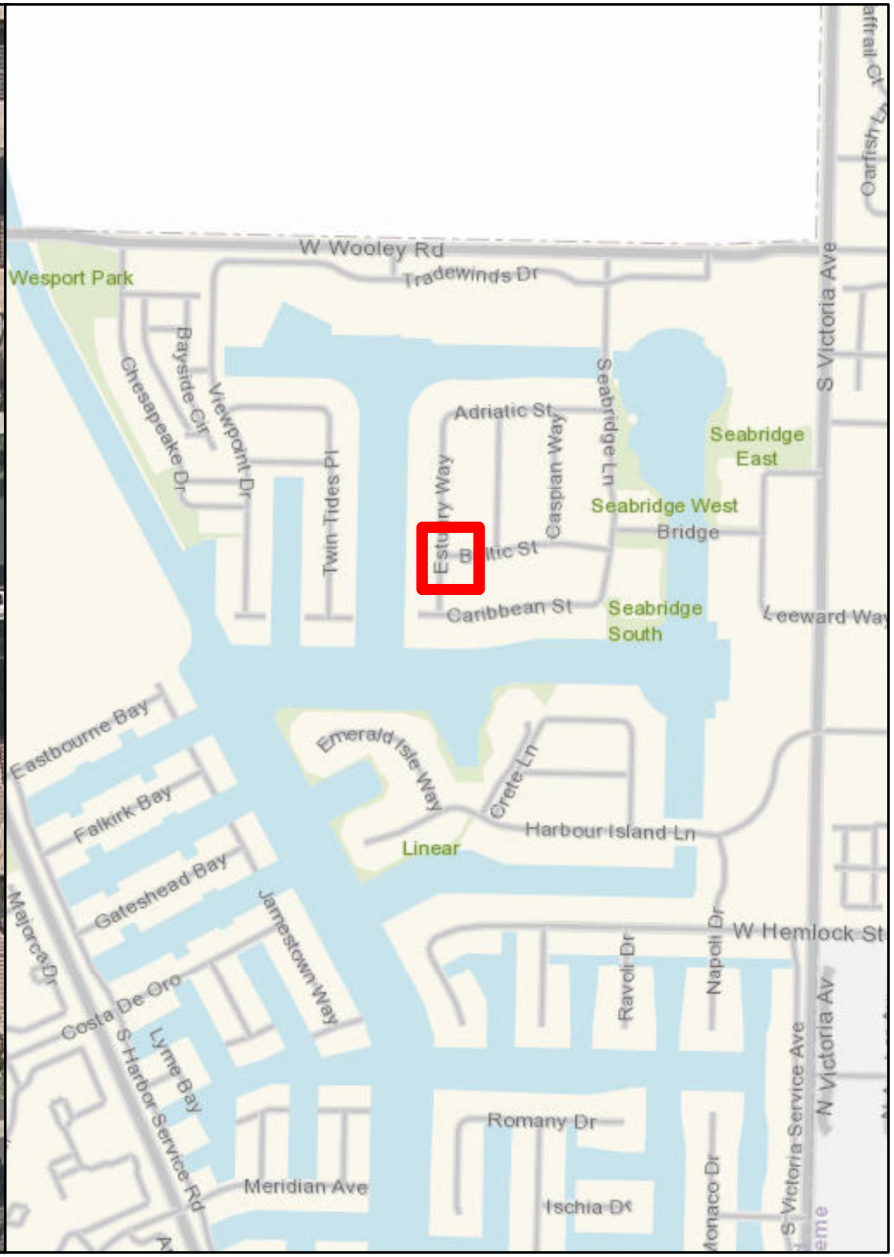


N W E S

# Filtration Unit No. 40






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 7

**Legend**

Filtration Unit

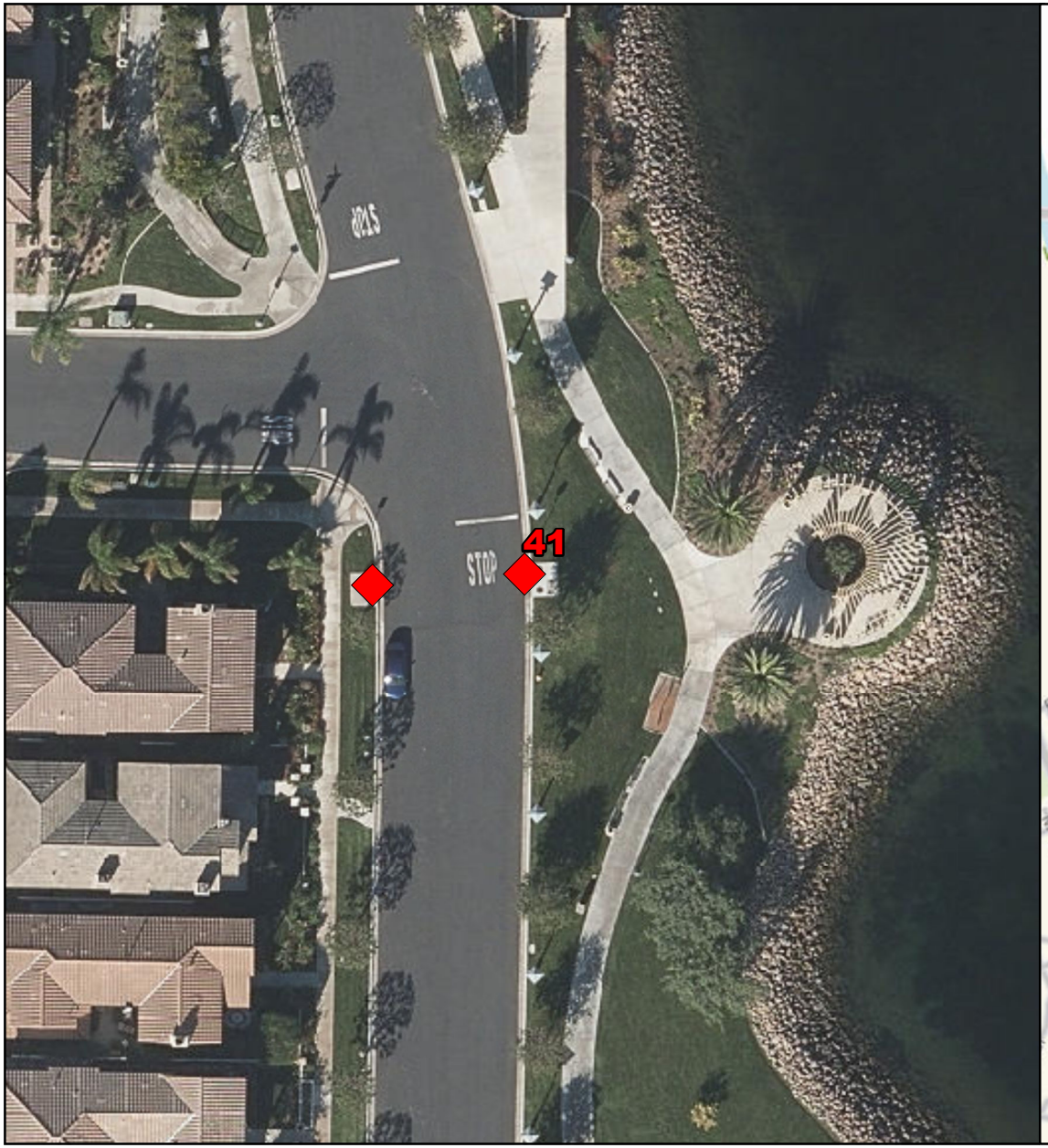
0 15 30 60 90 120 Feet

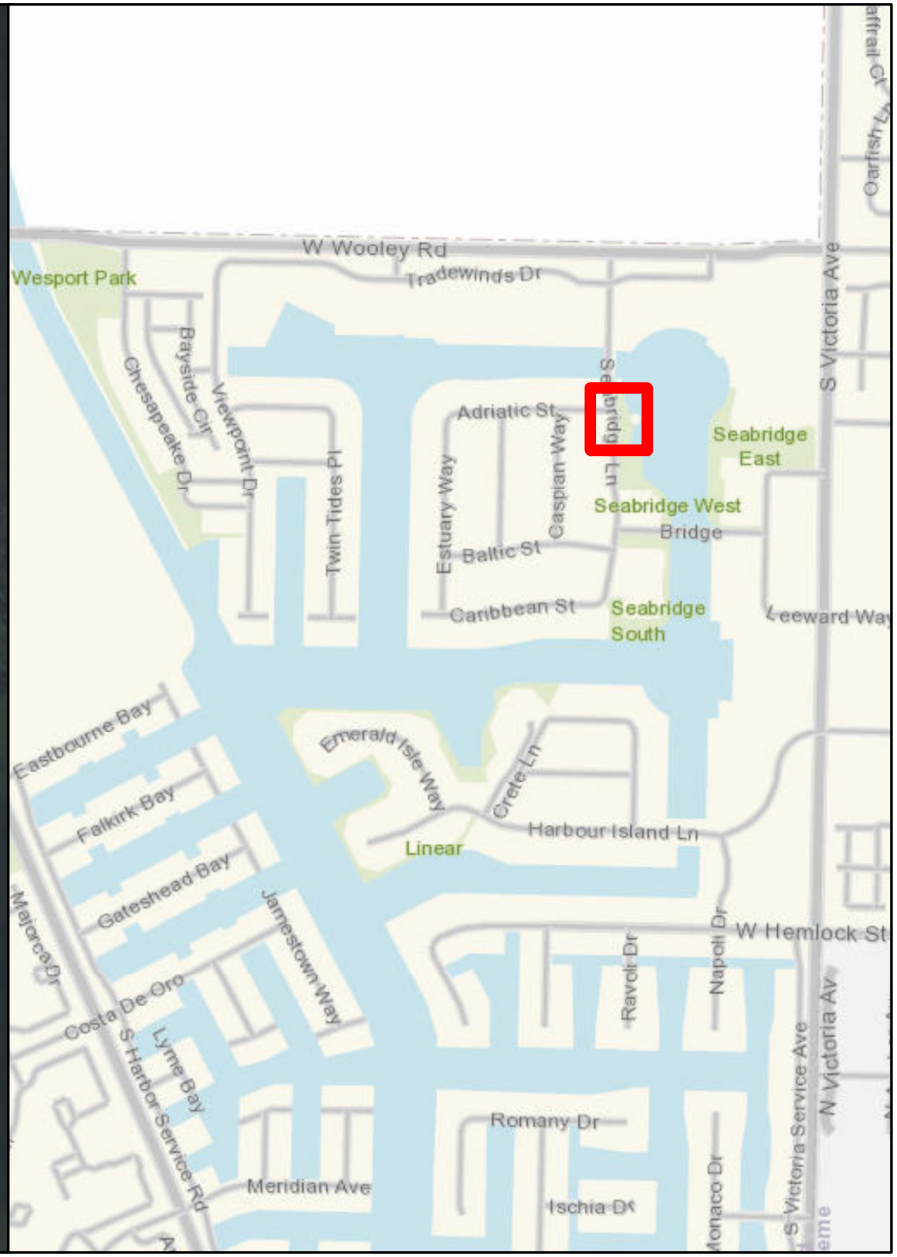


N W E S 180

# Filtration Unit No. 41






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 2

**Legend**

Filtration Unit

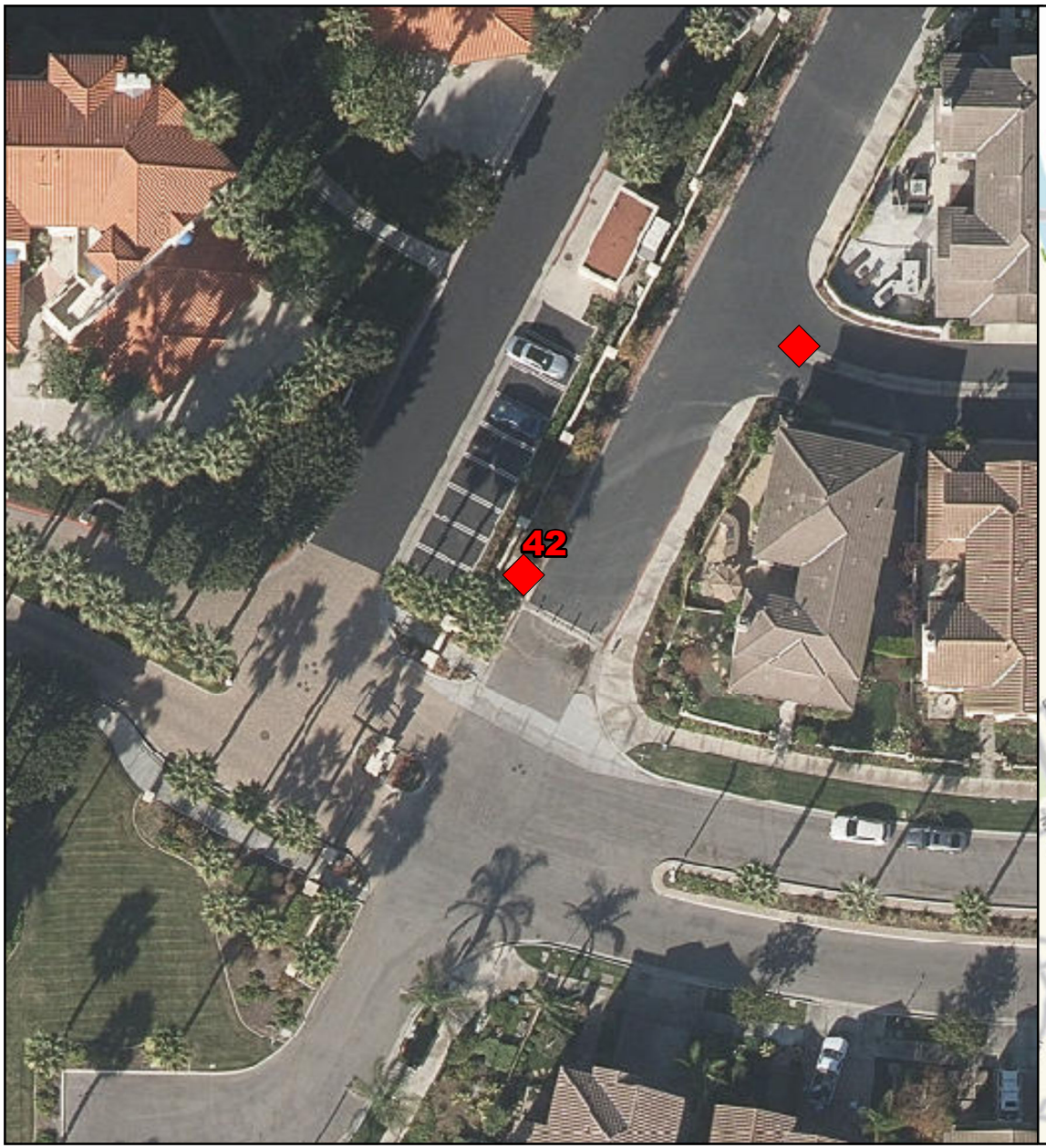
0 15 30 60 90 120 Feet

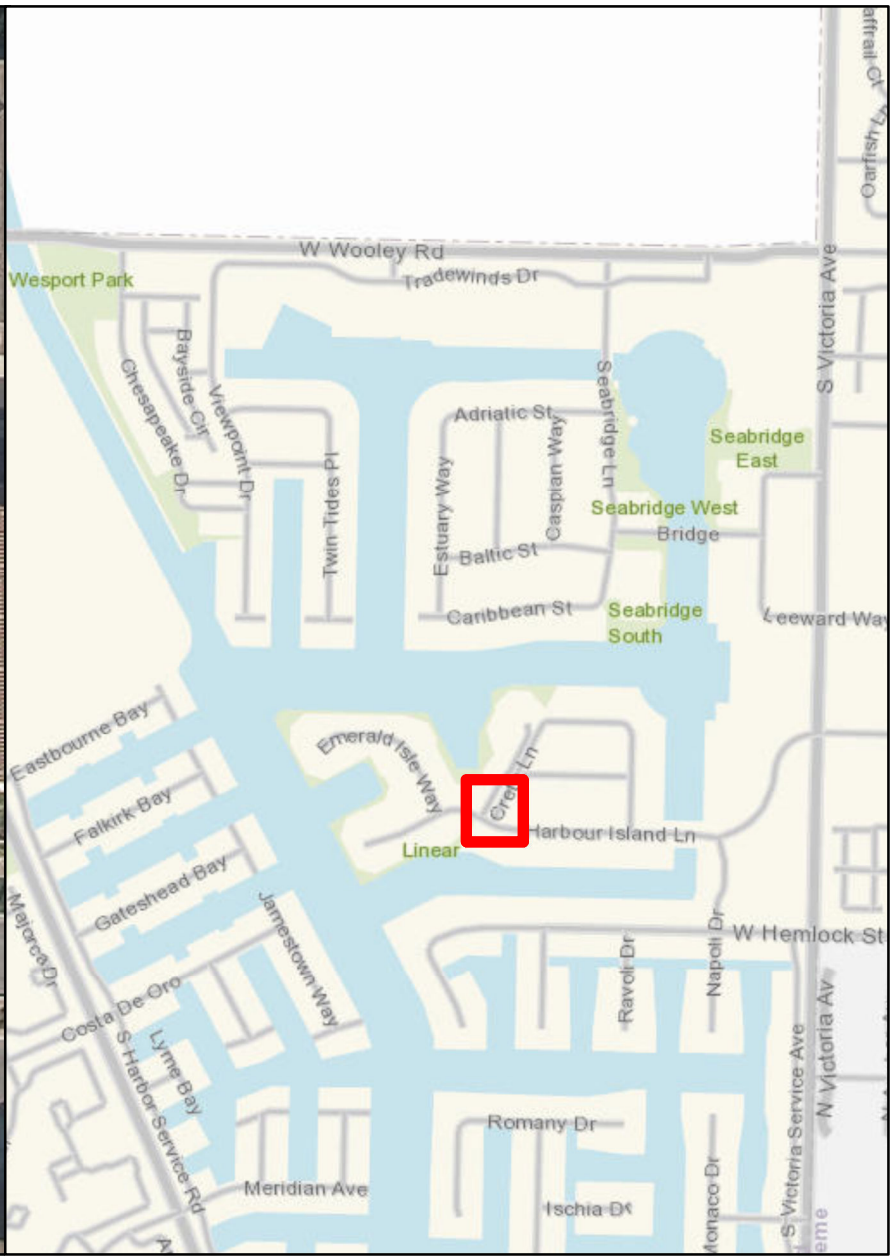


N W E S

# Filtration Unit No. 42






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 6

**Legend**

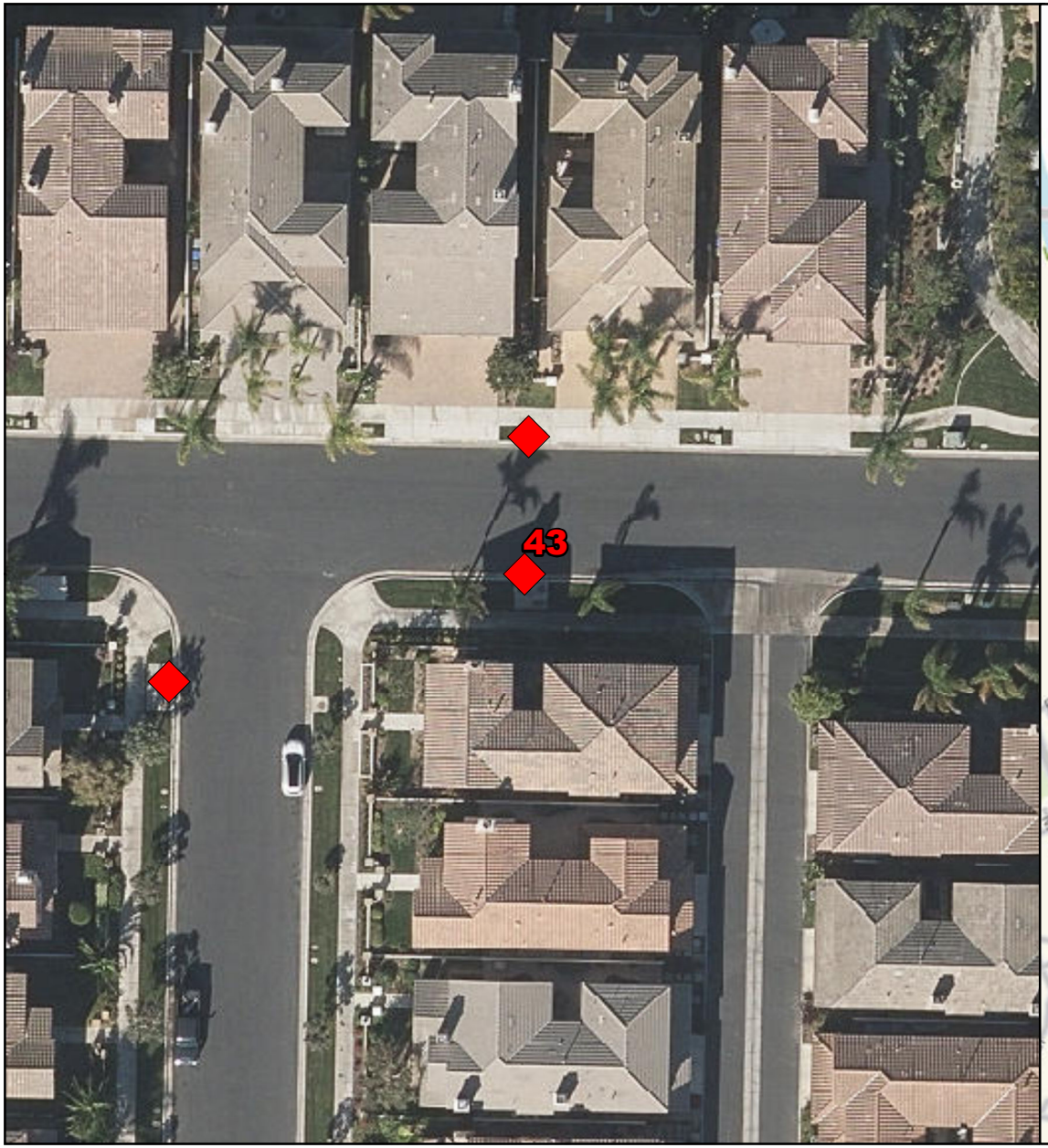
Filtration Unit

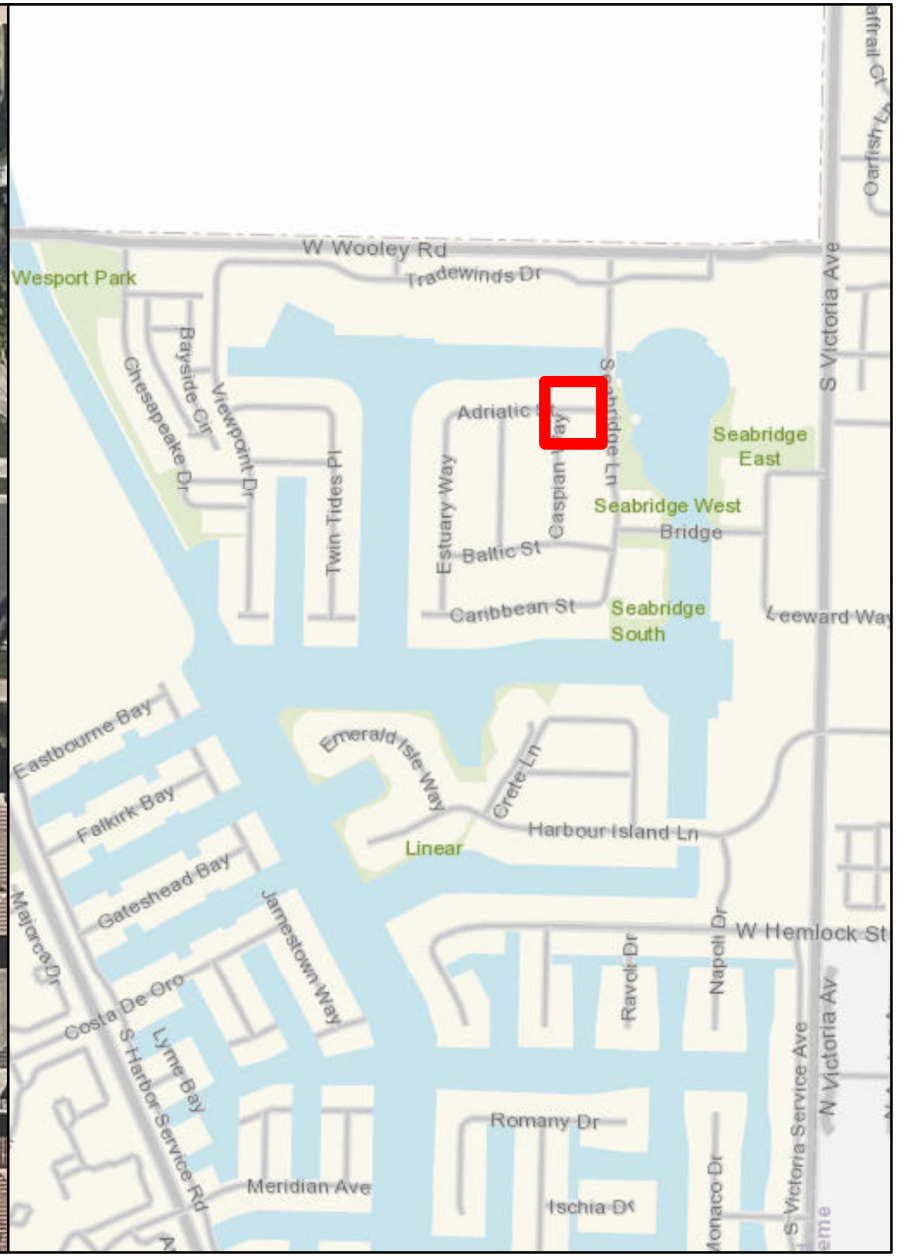
0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 43






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 3

**Legend**

Filtration Unit

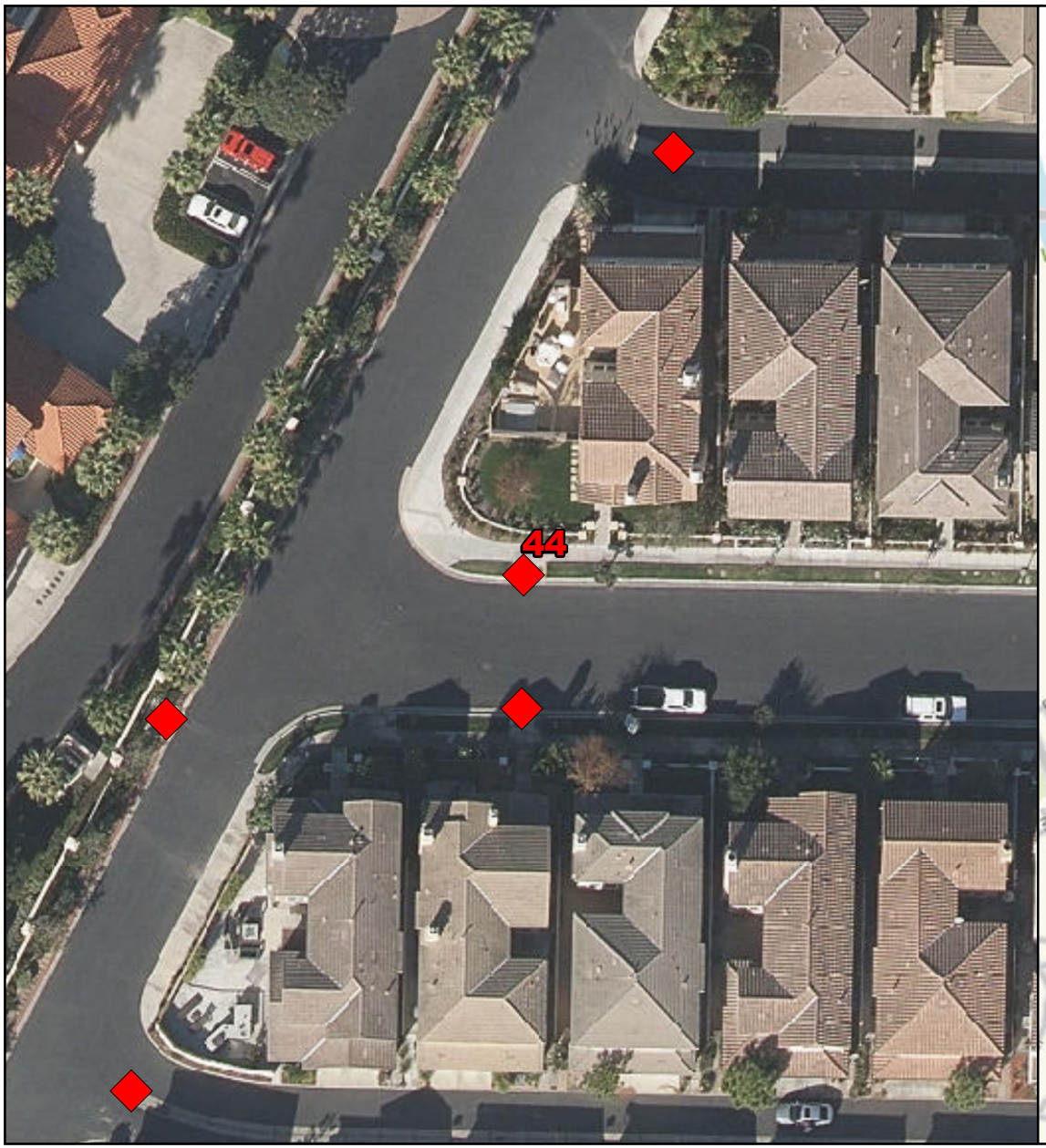
0 15 30 60 90 120 Feet

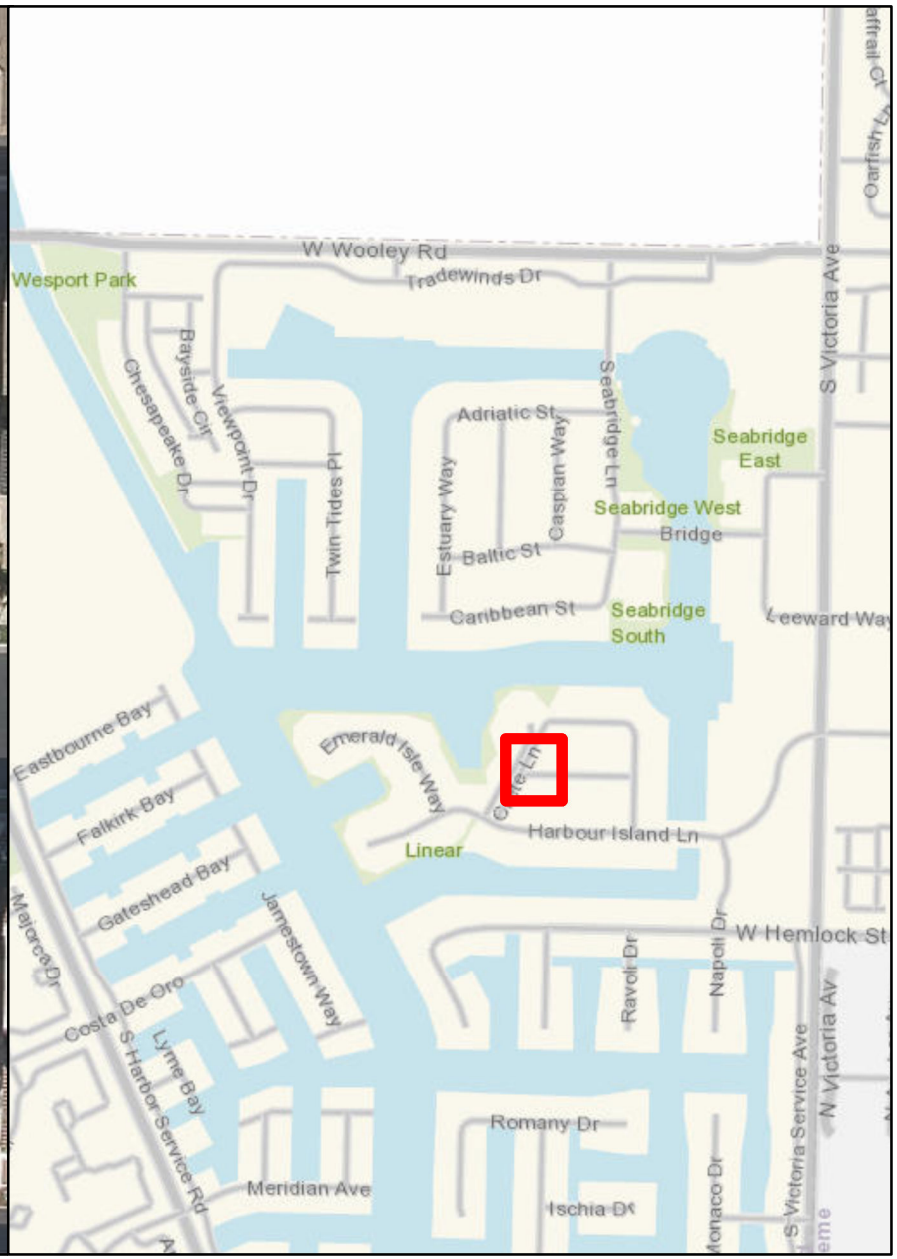


N W E S

# Filtration Unit No. 44






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

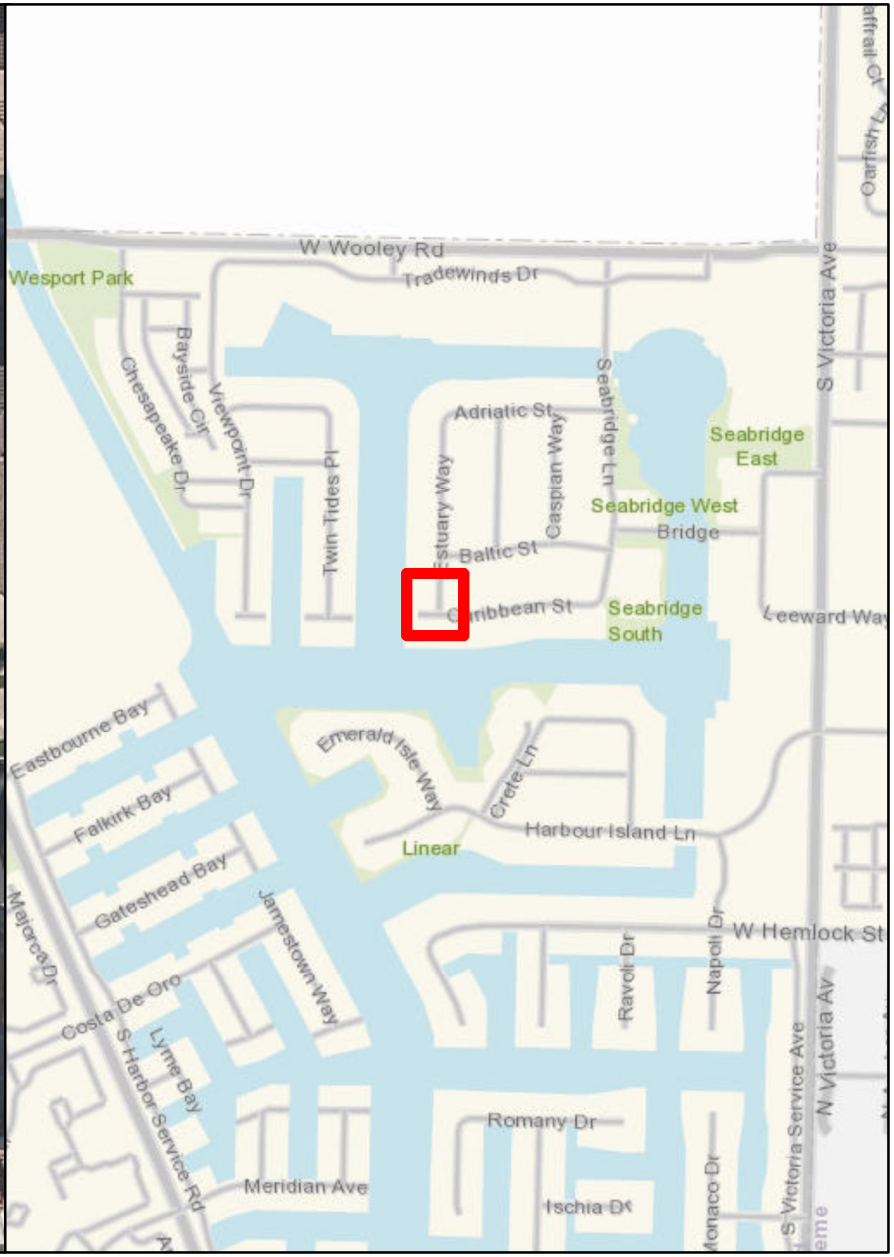


N W E S

# Filtration Unit No. 45






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 3

**Legend**

Filtration Unit

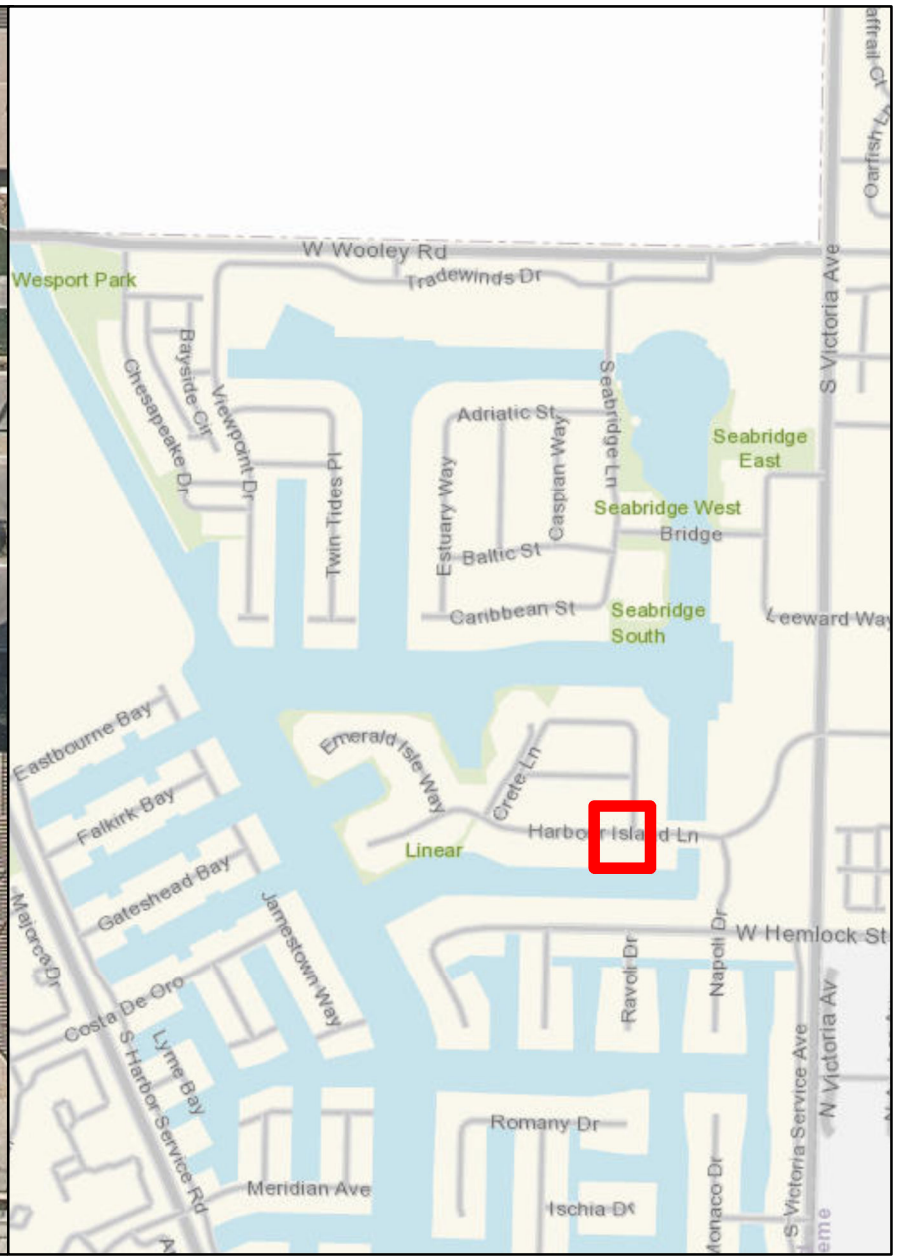
0 15 30 60 90 120 Feet

N
W E
S

# Filtration Unit No. 46






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 7

**Legend**

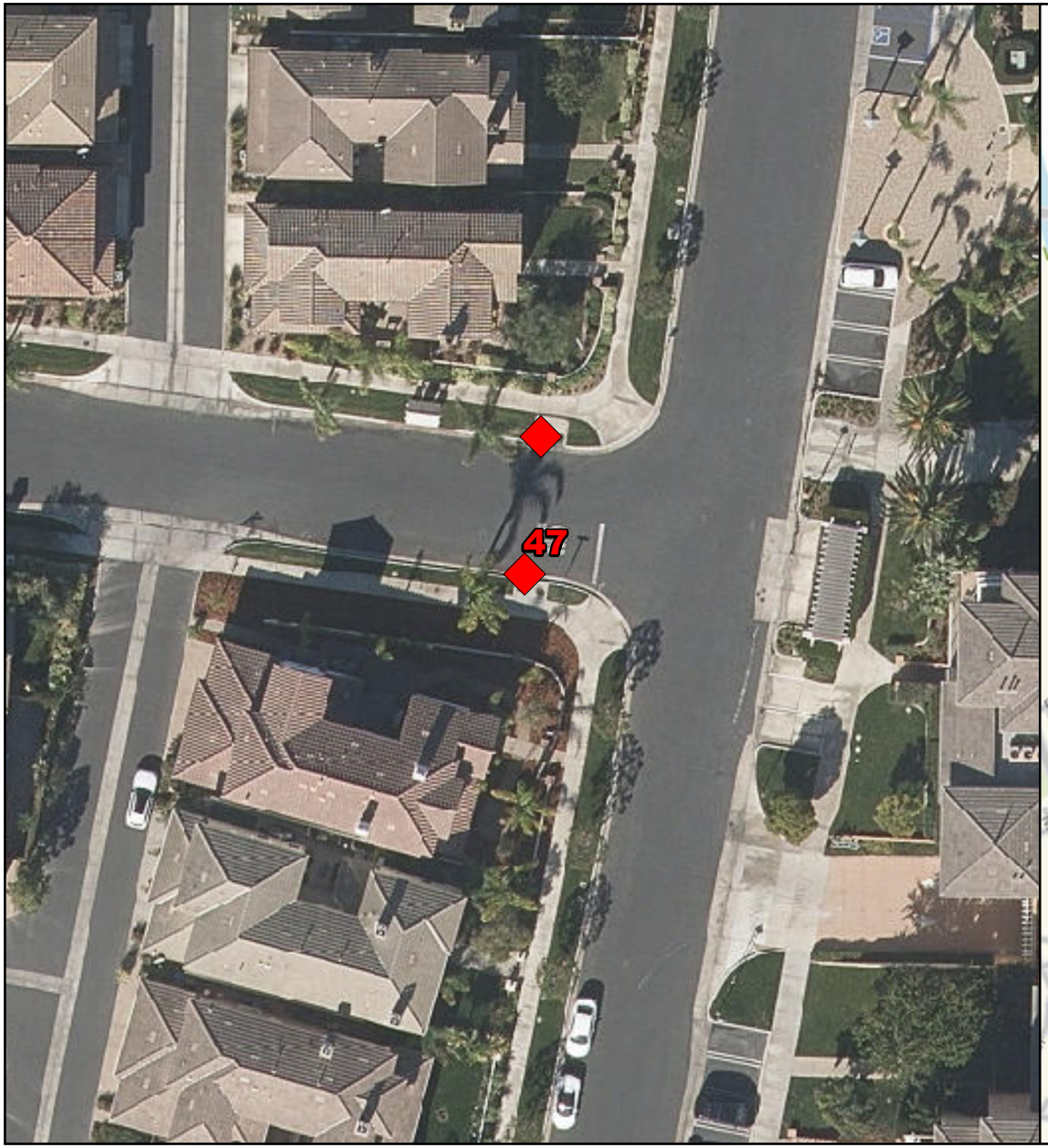
Filtration Unit

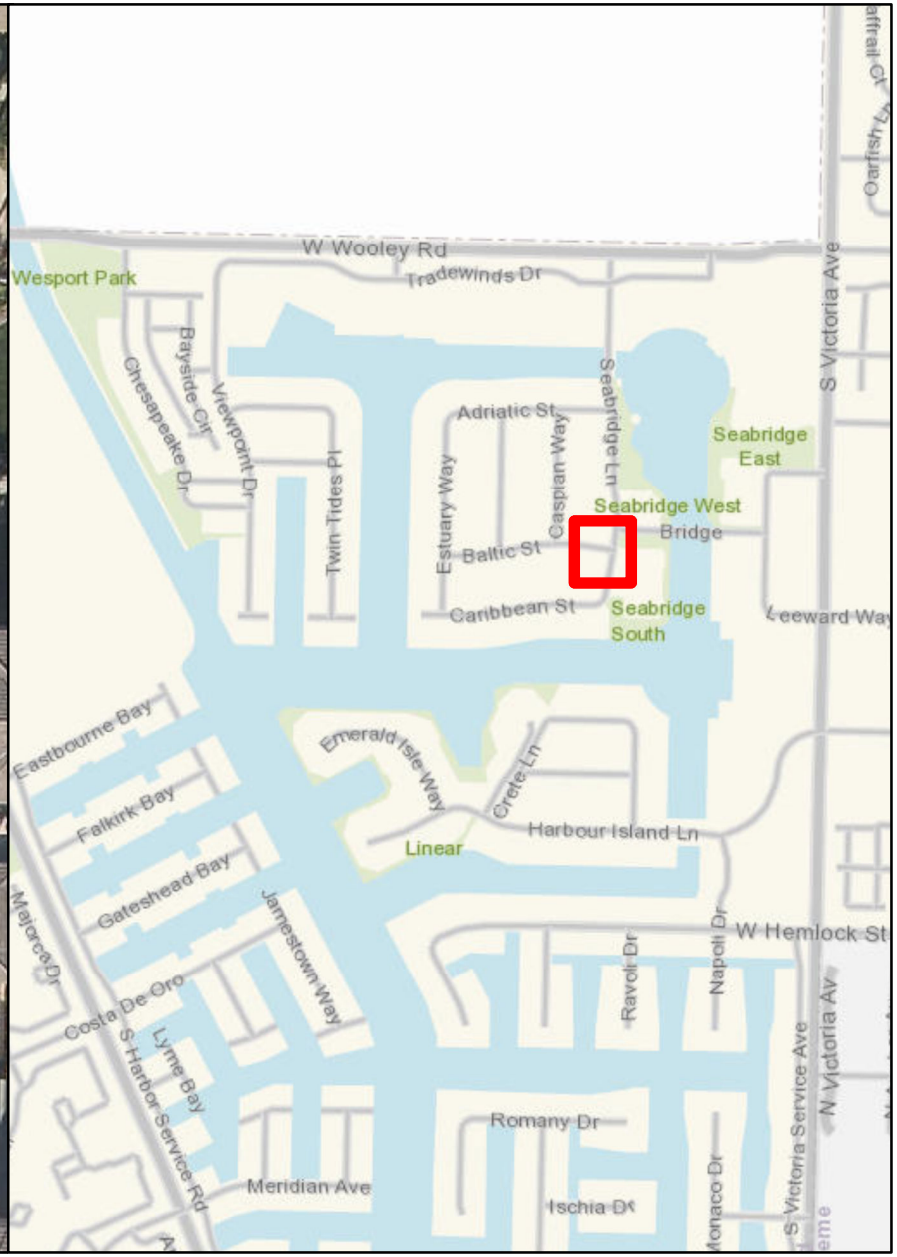
0 15 30 60 90 120 Feet

N
W E
S

# Filtration Unit No. 47






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 4

**Legend**

Filtration Unit

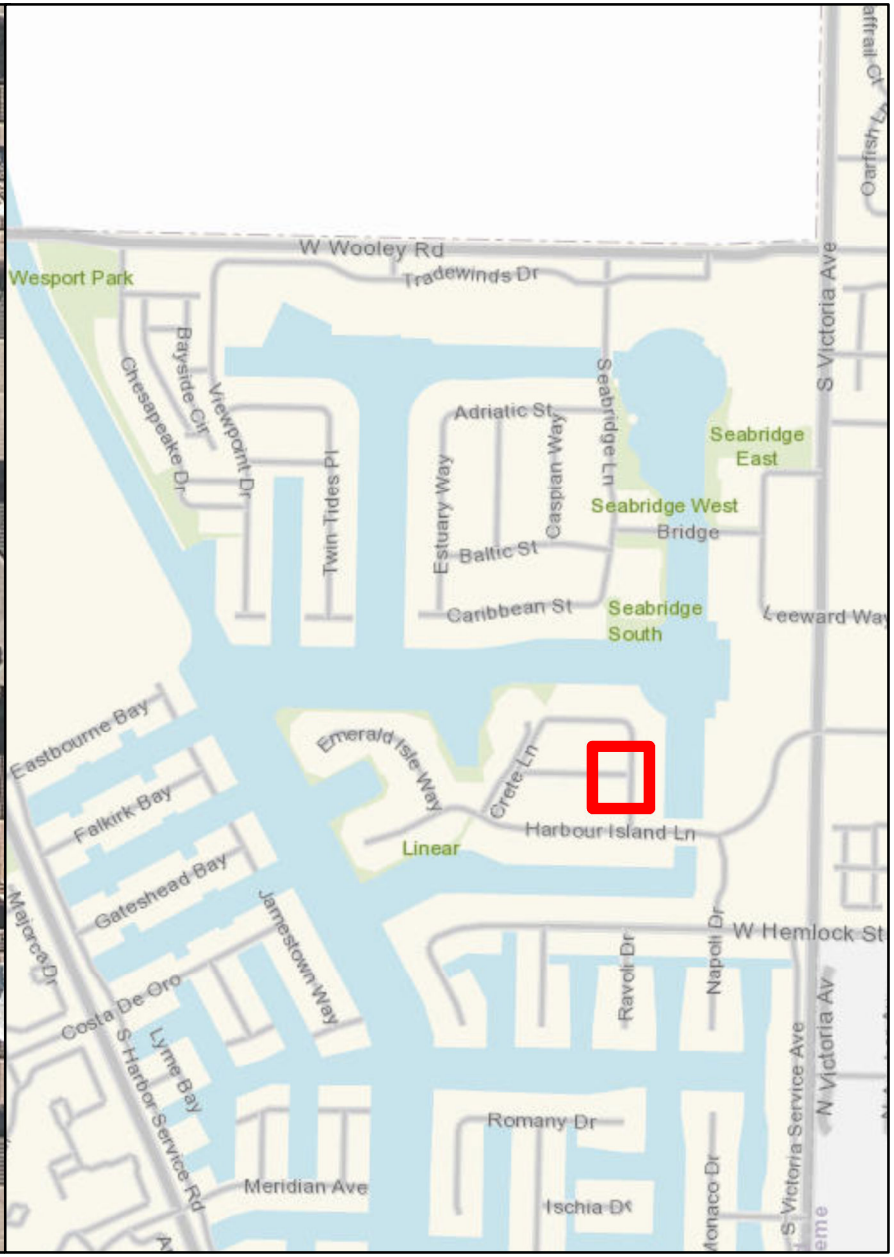
0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 48






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 4

**Legend**

Filtration Unit

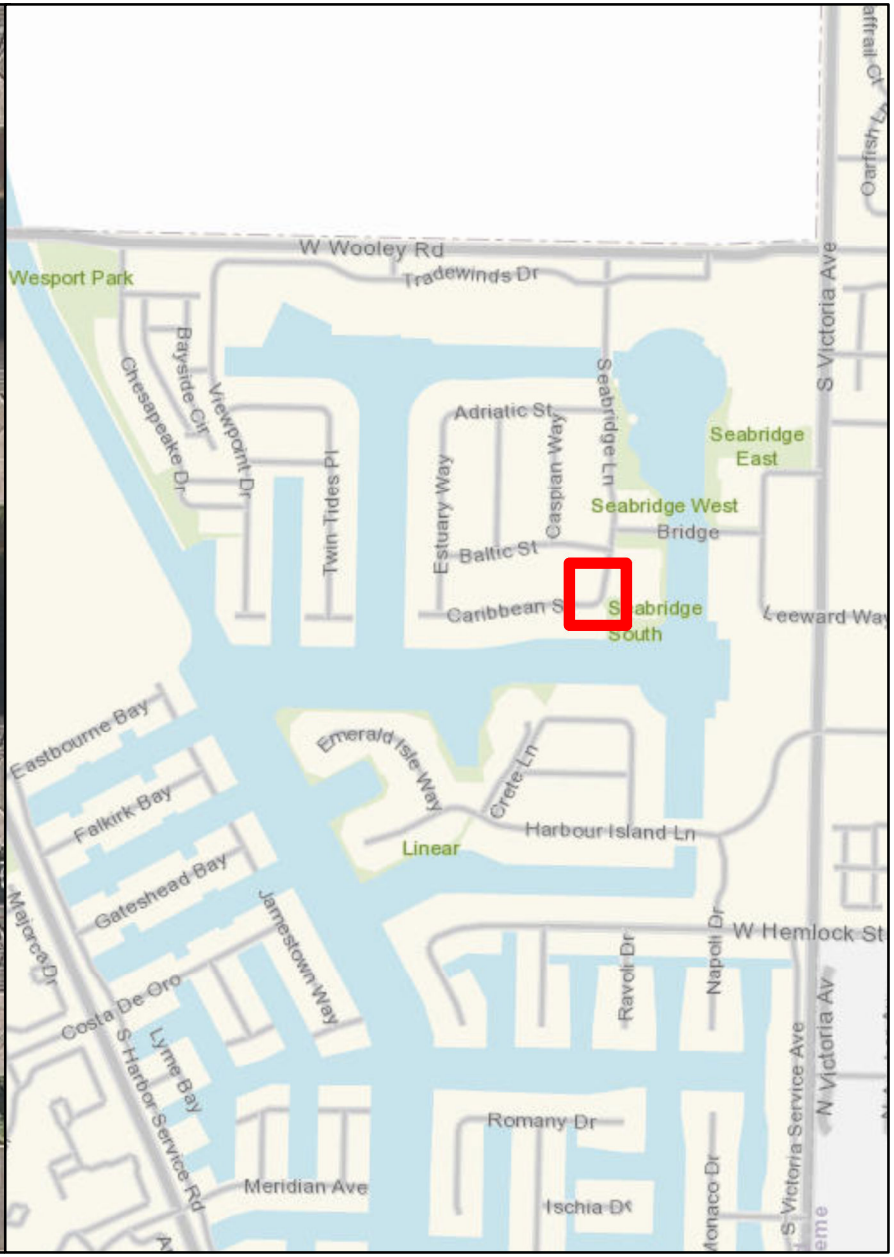
0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 49






## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 12

**Legend**

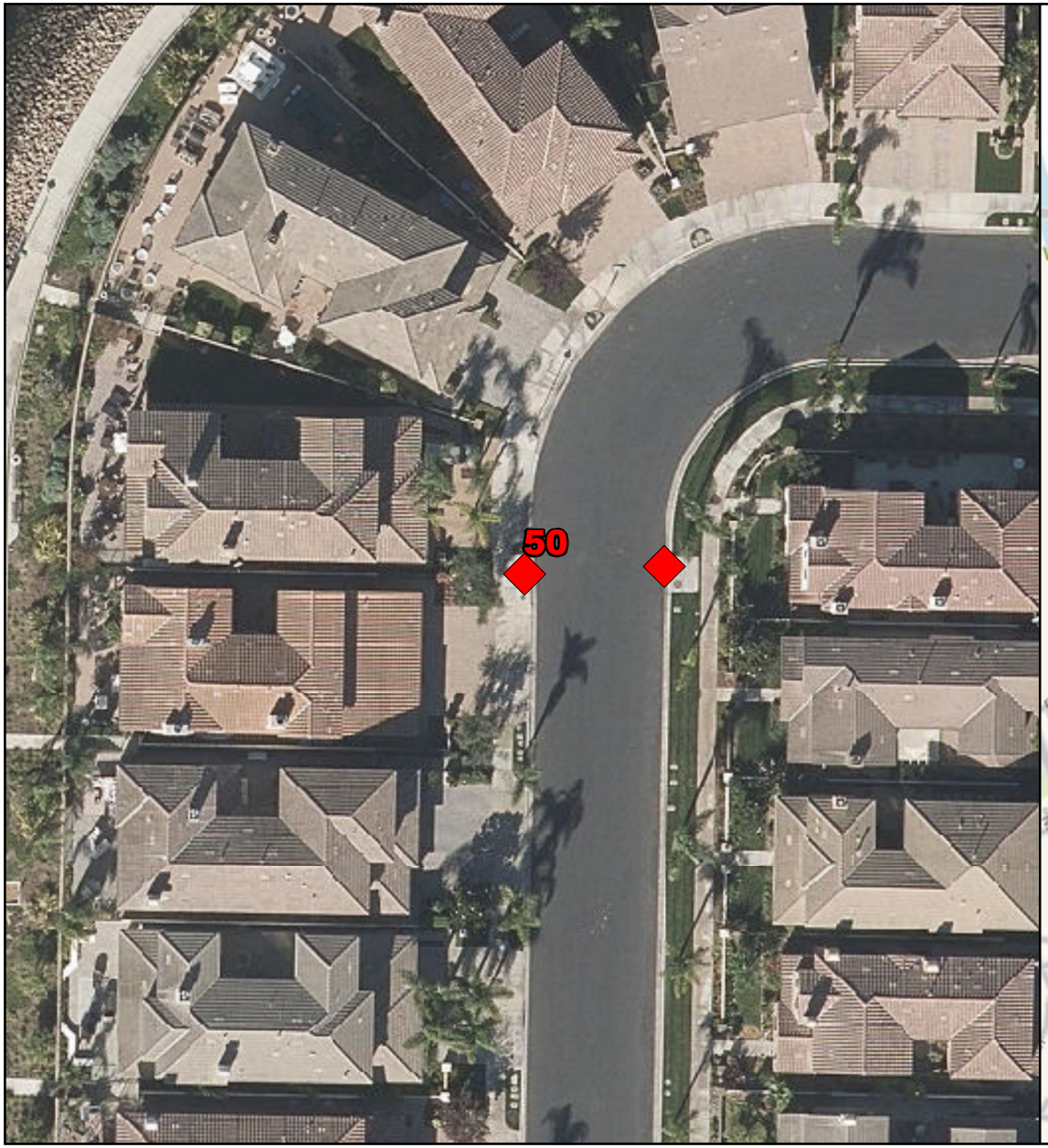
Filtration Unit

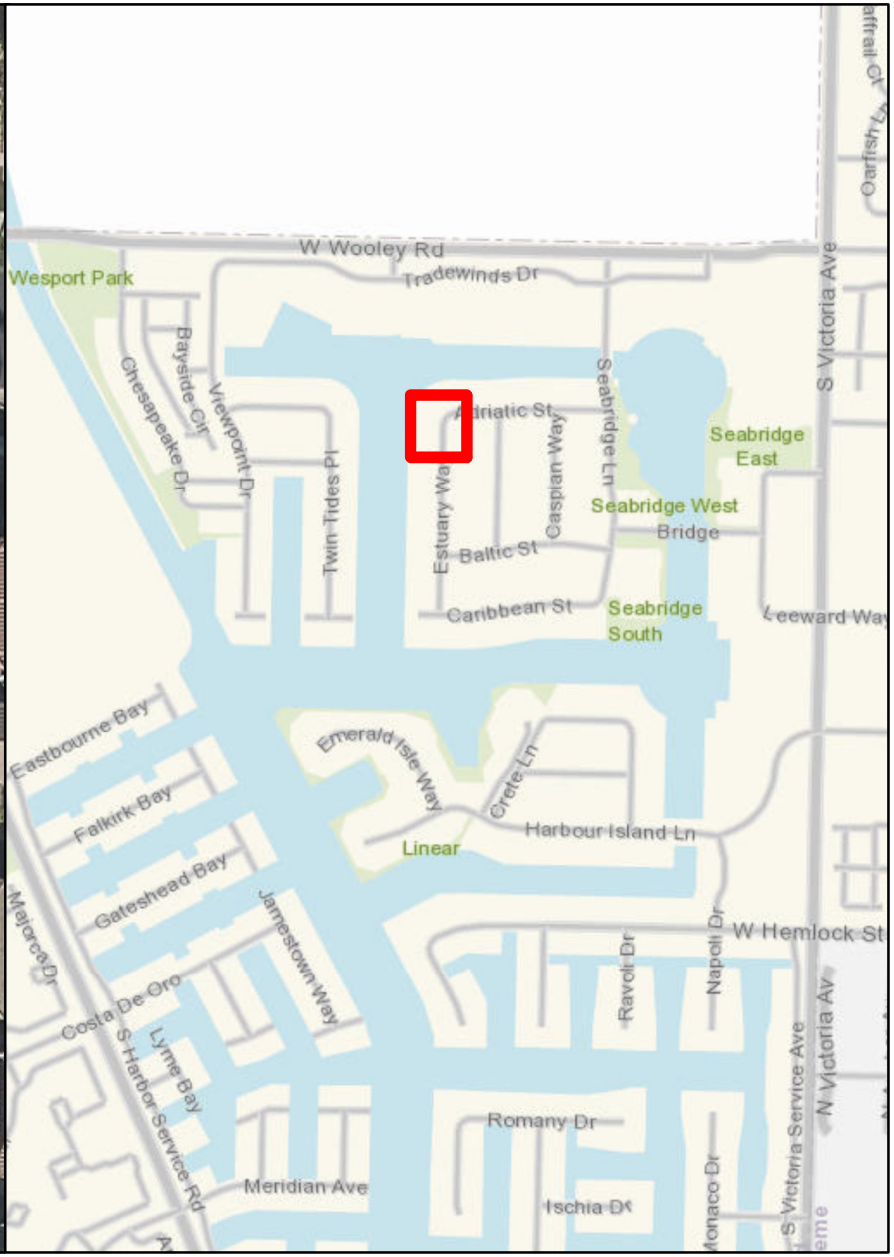
0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 50






## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 9

**Legend**

Filtration Unit

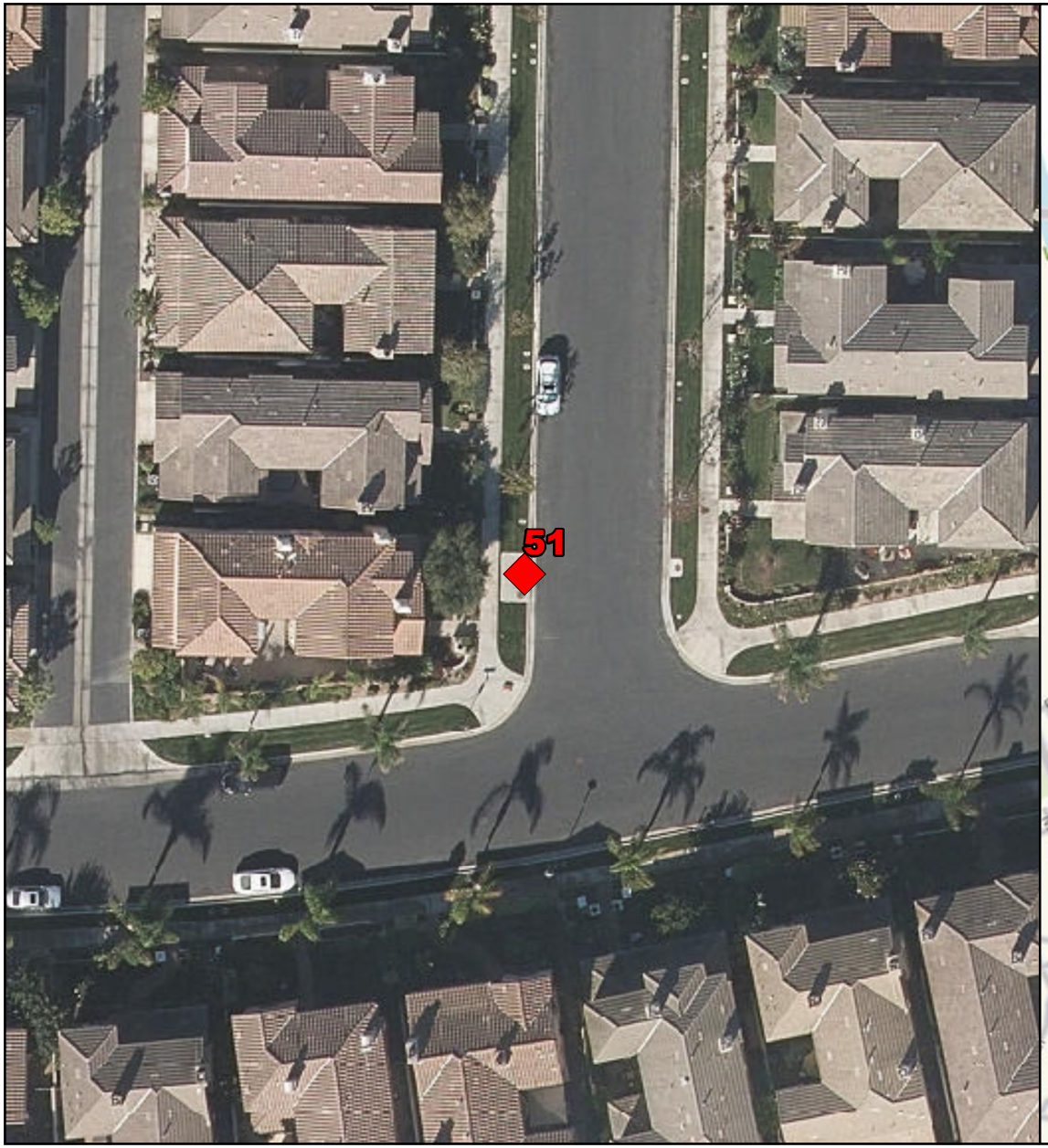
0 15 30 60 90 120 Feet

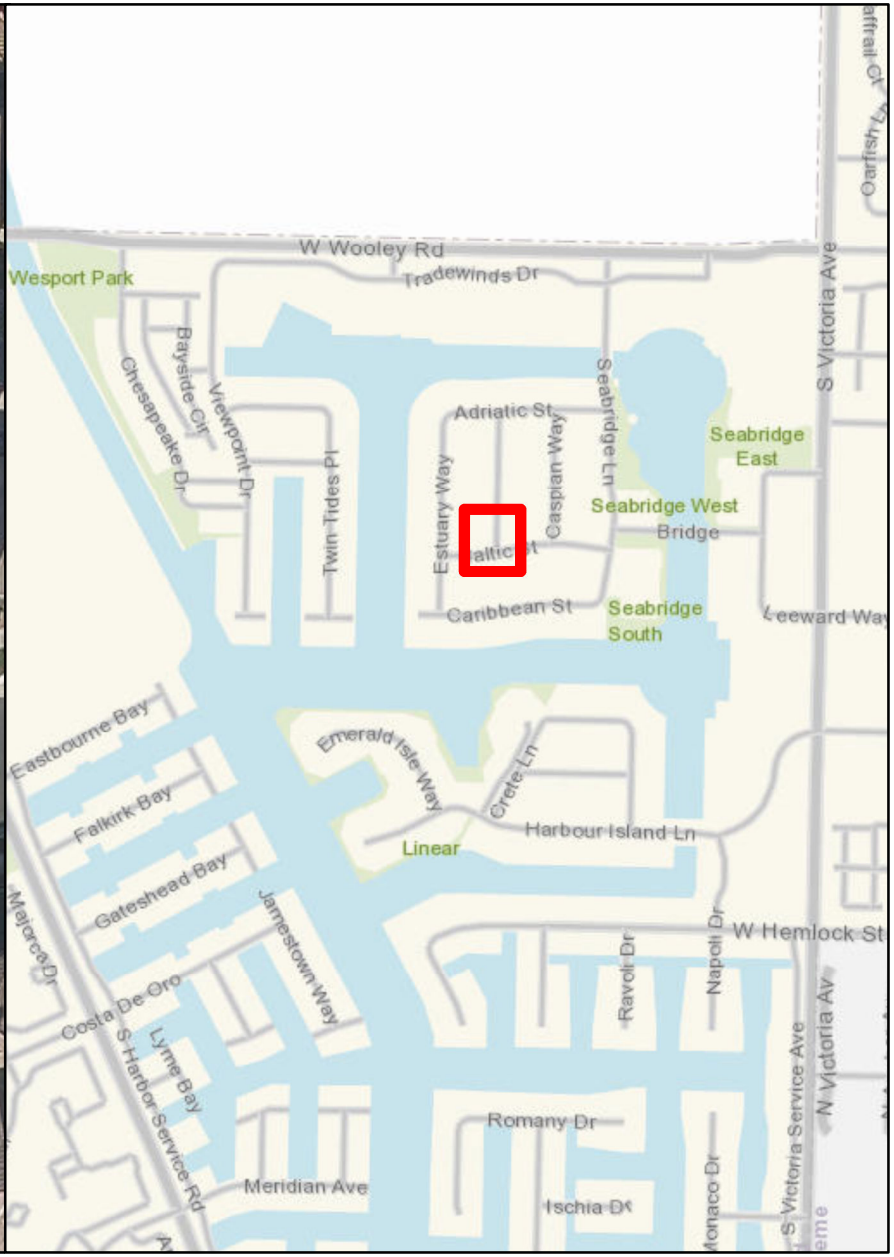


N W E S

# Filtration Unit No. 51






## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 8

**Legend**

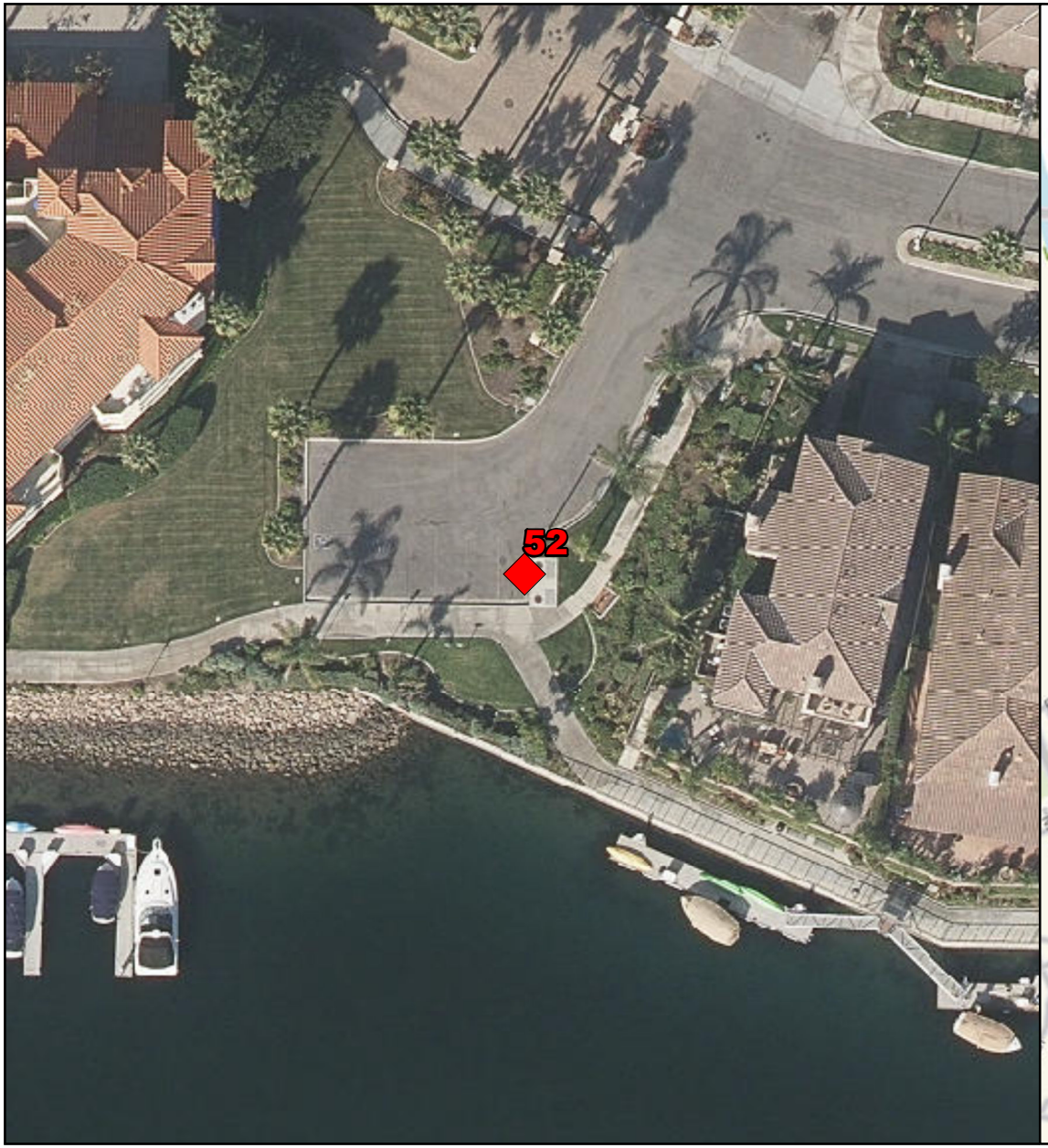
Filtration Unit

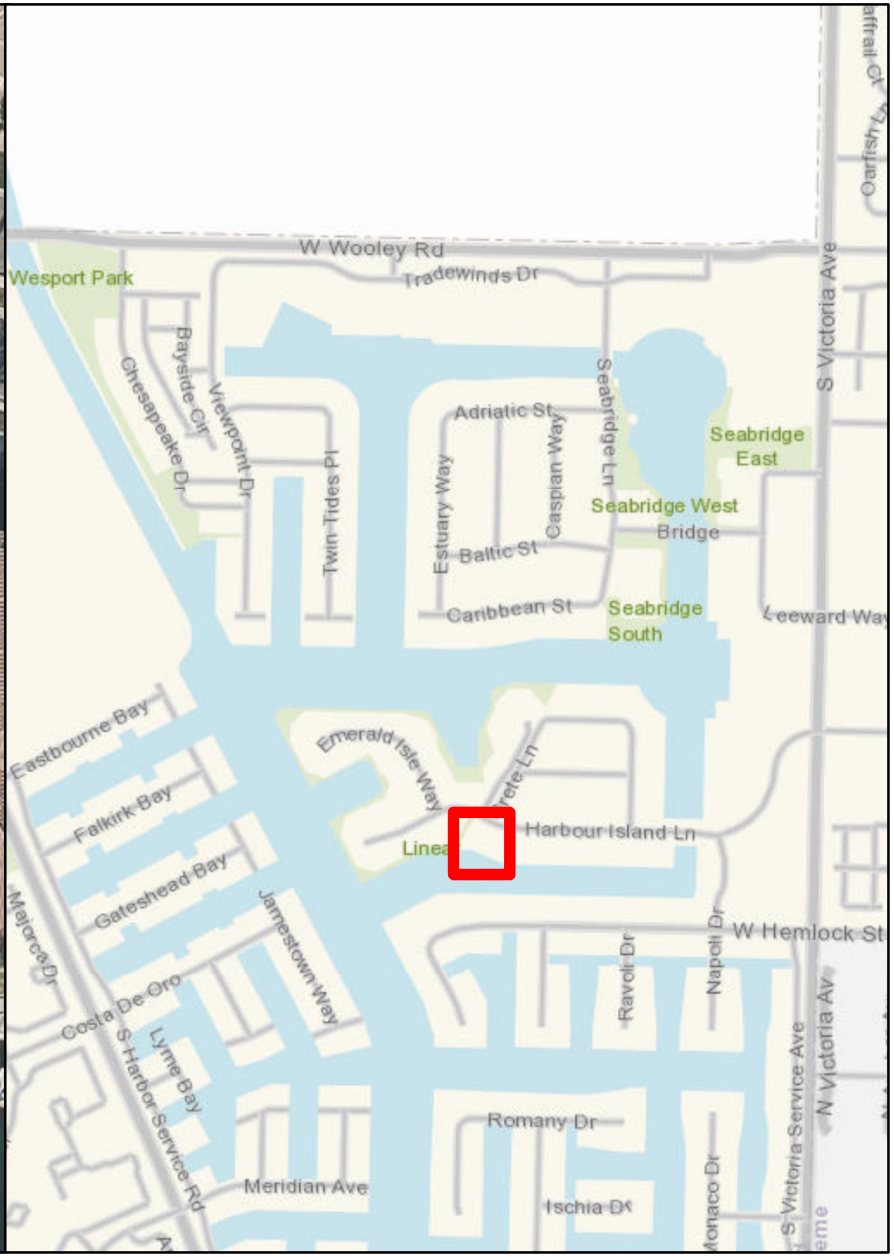
0 15 30 60 90 120 Feet

N
W E
S

# Filtration Unit No. 52






## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 9

**Legend**

Filtration Unit

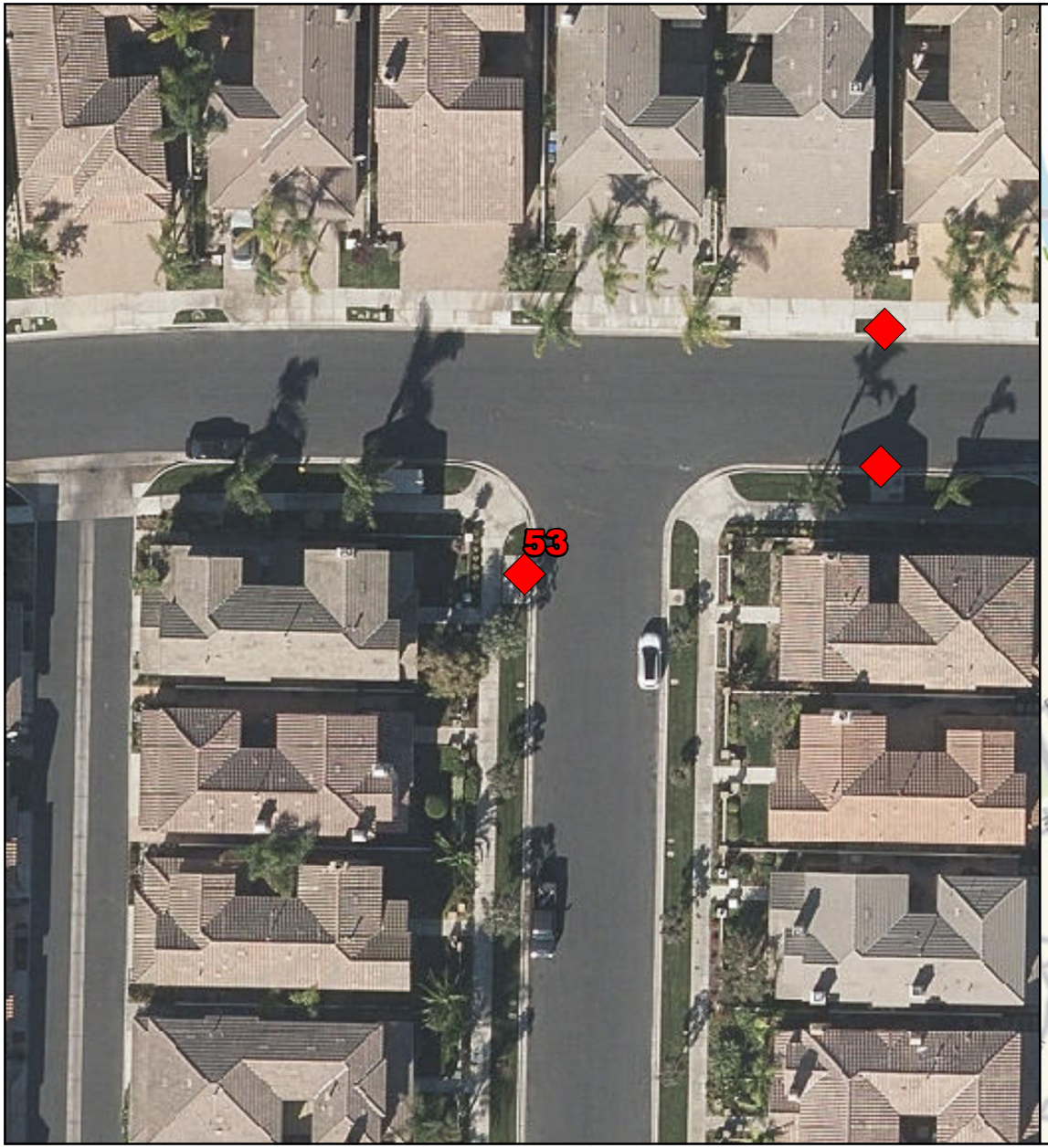
0 15 30 60 90 120 Feet

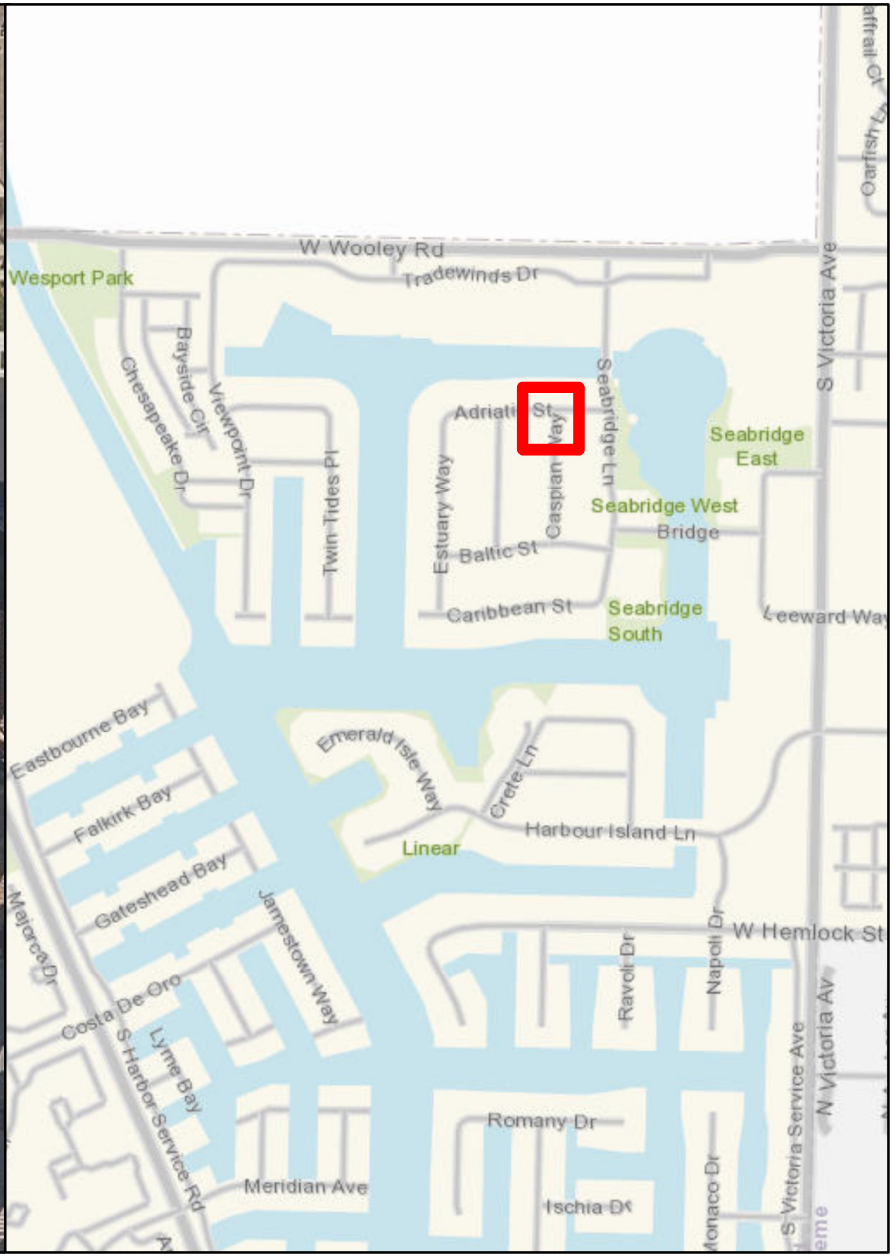


N W E S

# Filtration Unit No. 53






## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 12

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

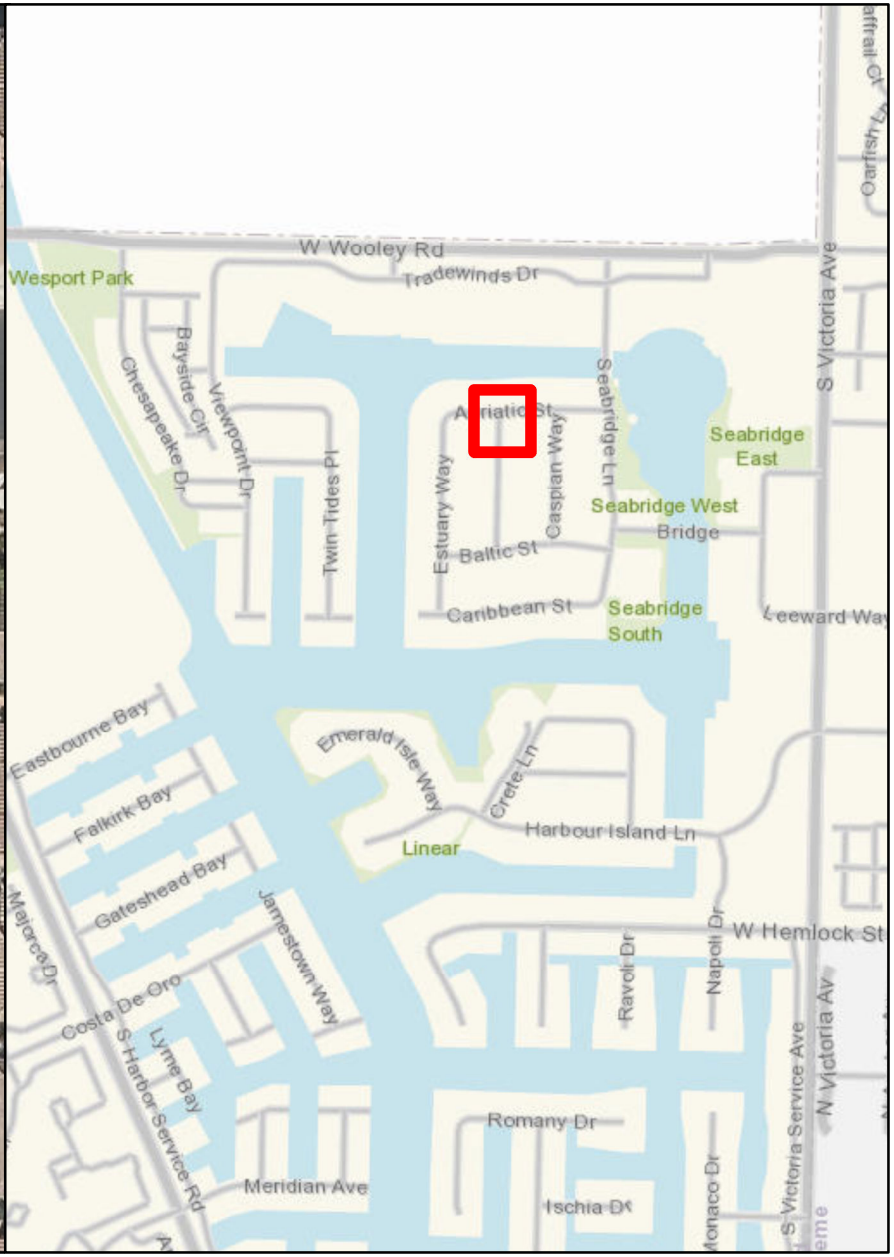


N W E S

# Filtration Unit No. 54






## STORMFILTER CATCHBASIN - 6'X15'

### Number of Cartridges is 12

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

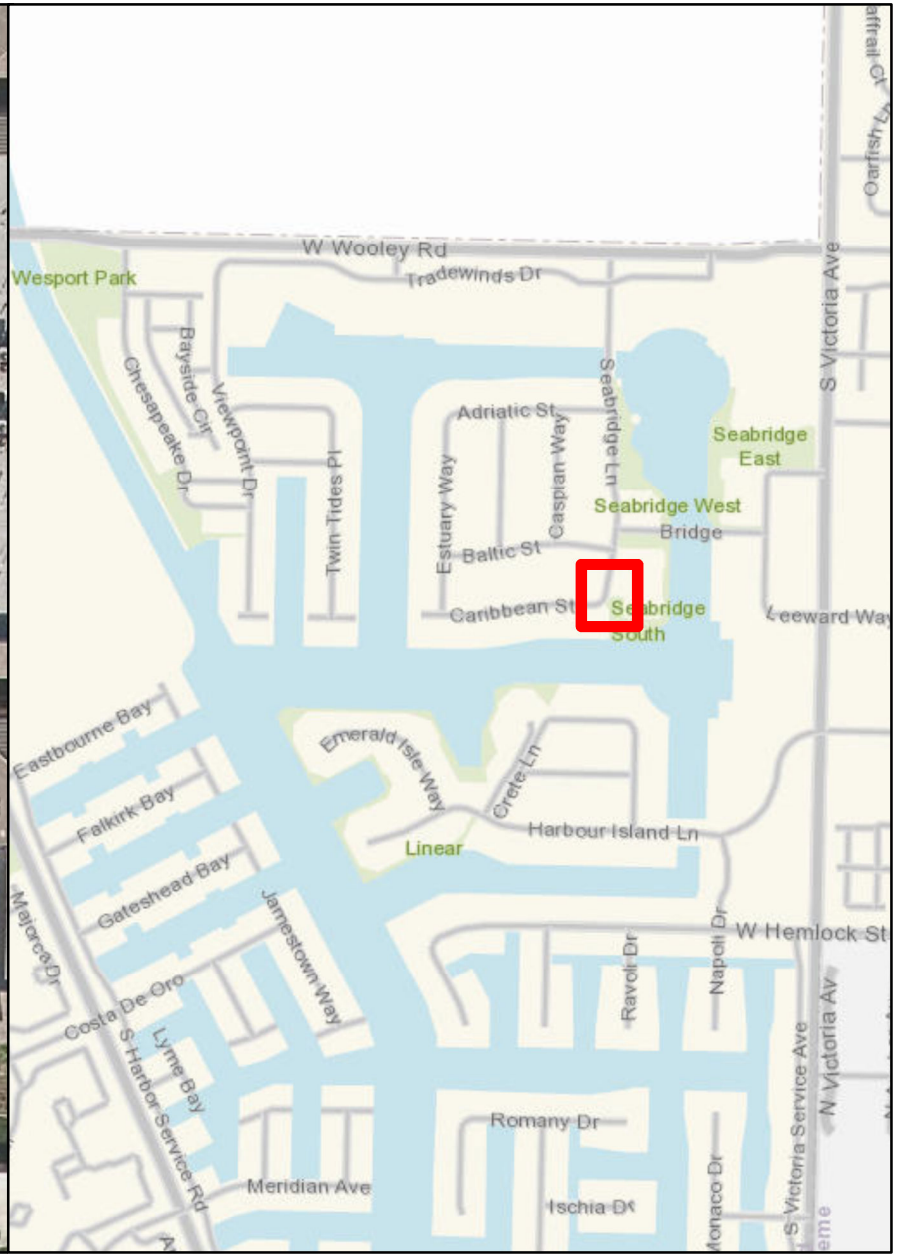


N W E S

# Filtration Unit No. 55






## STORMFILTER CATCHBASIN - 6'X15'

### Number of Cartridges is 14

**Legend**

Filtration Unit

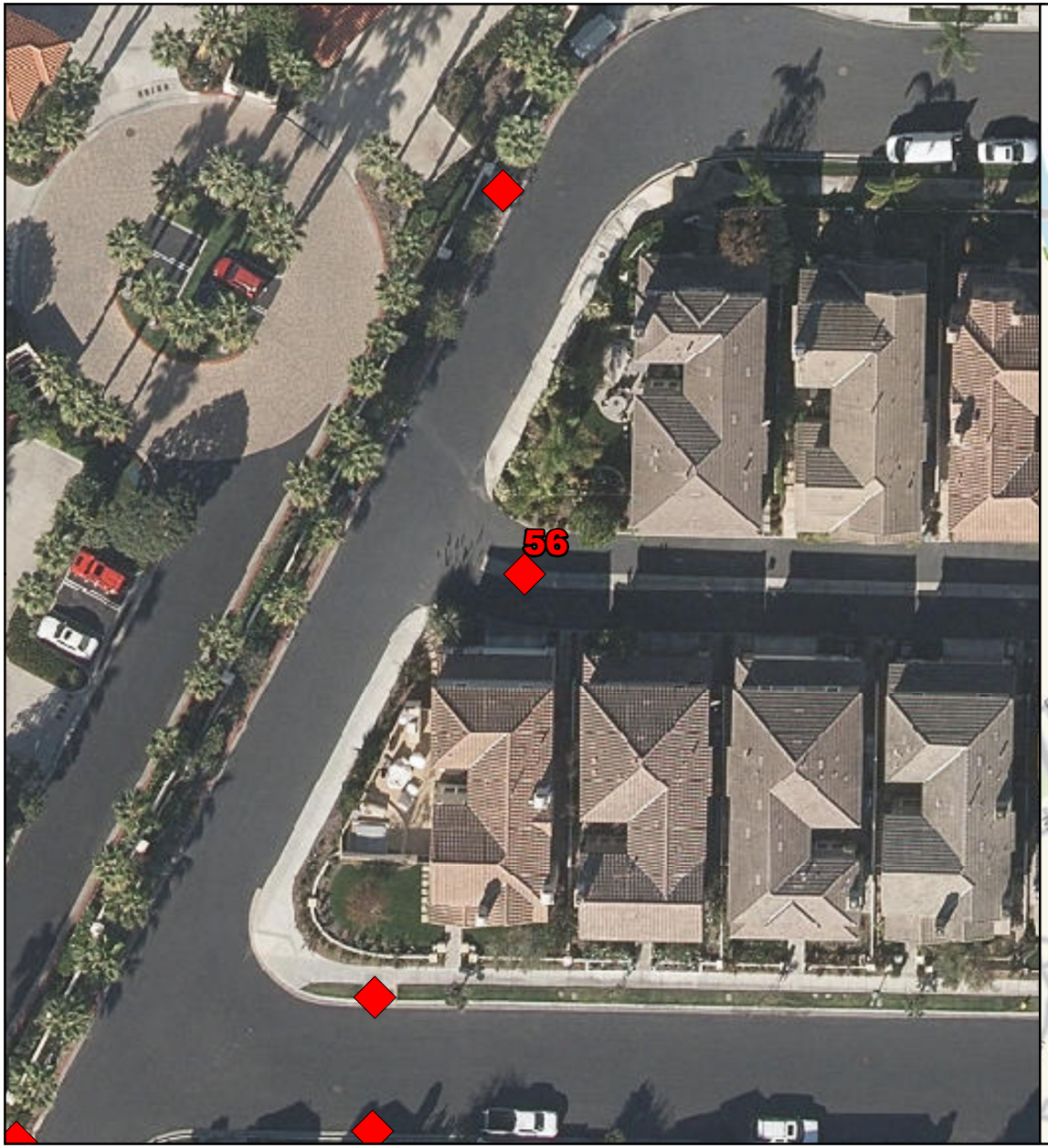
0 15 30 60 90 120 Feet

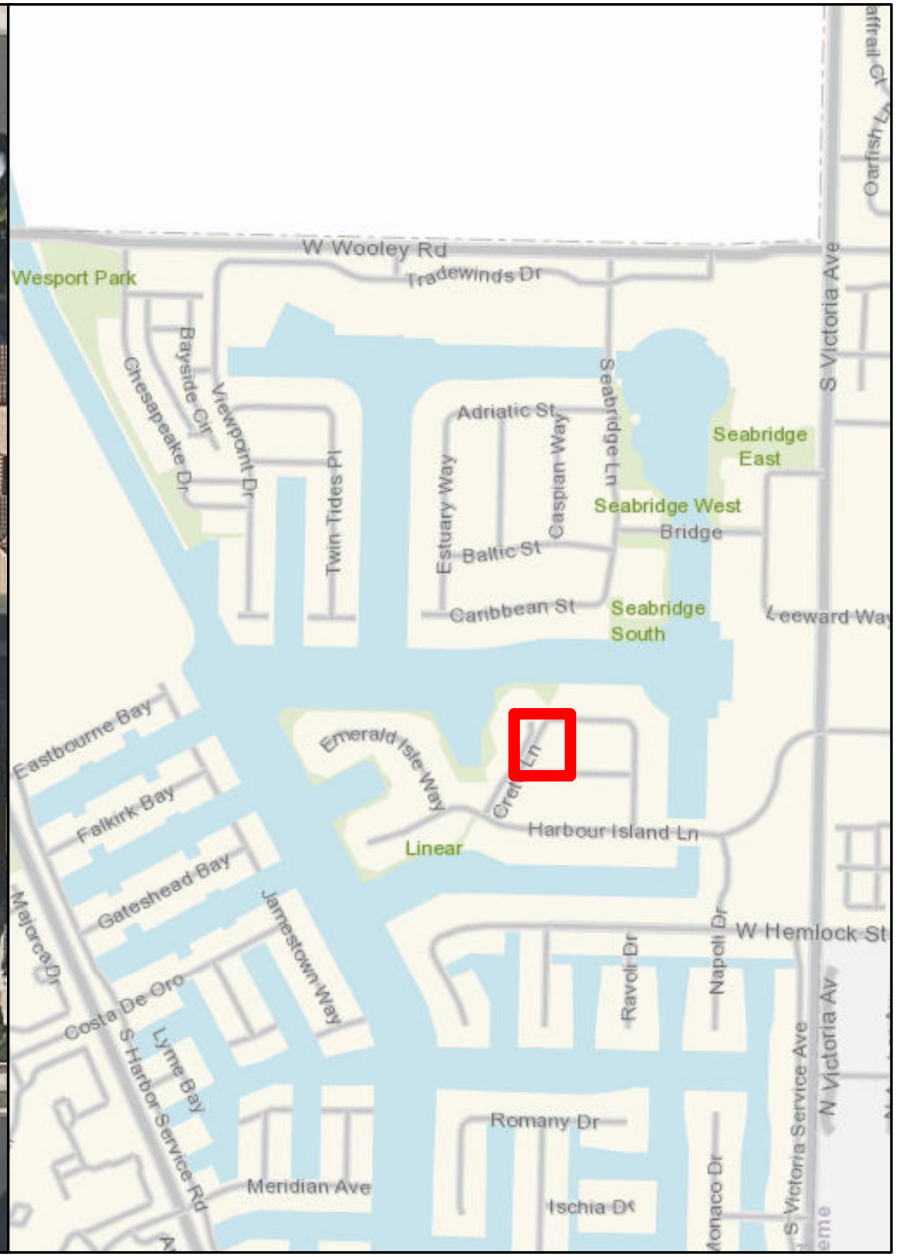


N W E S

# Filtration Unit No. 56






## STORMFILTER MH WITH GRATED LID

### Number of Cartridges is 2

**Legend**

Filtration Unit

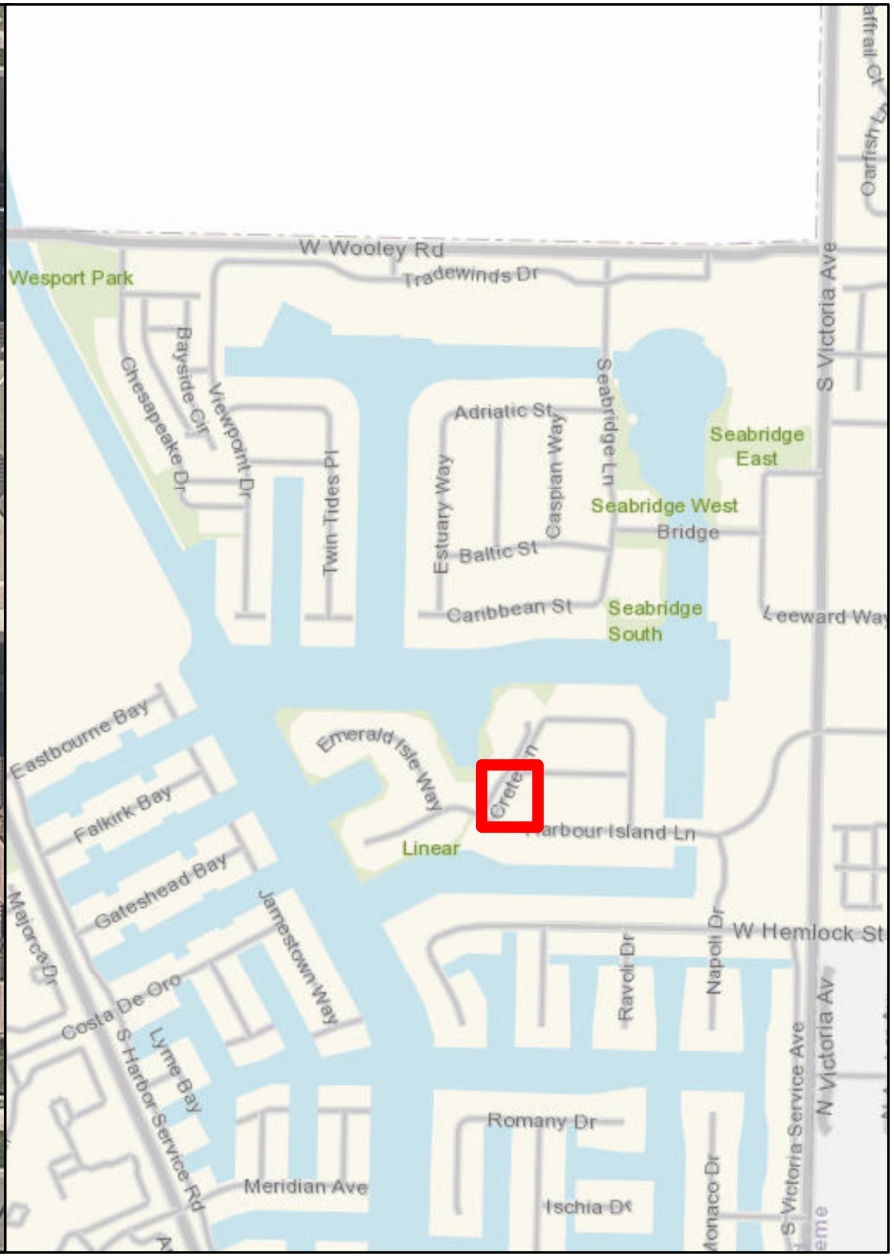
0 15 30 60 90 120 Feet

N
W E
S

# Filtration Unit No. 57






## STORMFILTER MH WITH GRATED LID

### Number of Cartridges is 2

**Legend**

Filtration Unit

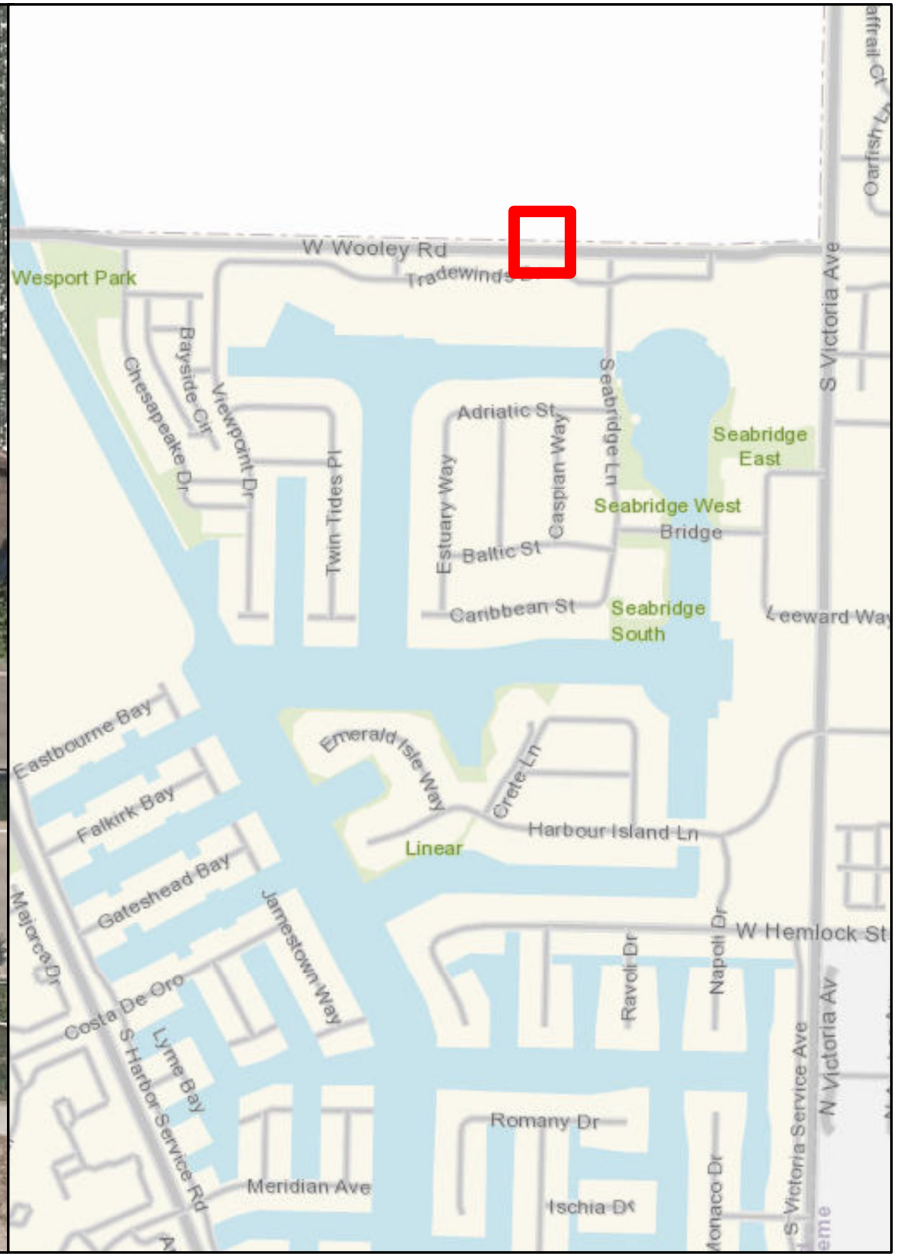
0 15 30 60 90 120 Feet

N
W E
S

# Filtration Unit No. 58






## STORMWATER MANAGEMENT FILTER CB

### Number of Cartridges is 2

**Legend**

Filtration Unit

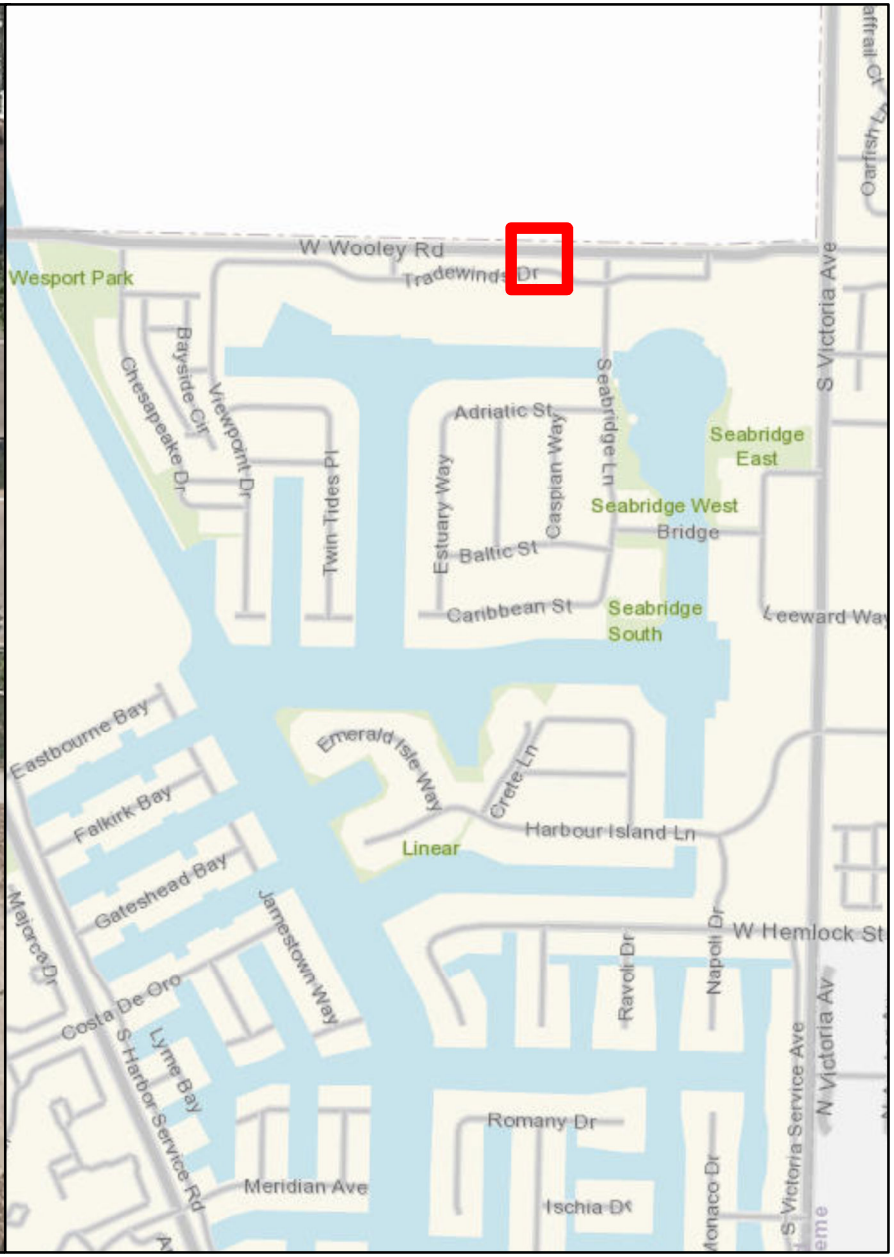
0 15 30 60 90 120 Feet

N
W E
S

# Filtration Unit No. 59






## STORMWATER MANAGEMENT FILTER CB

### Number of Cartridges is 2

**Legend**

Filtration Unit

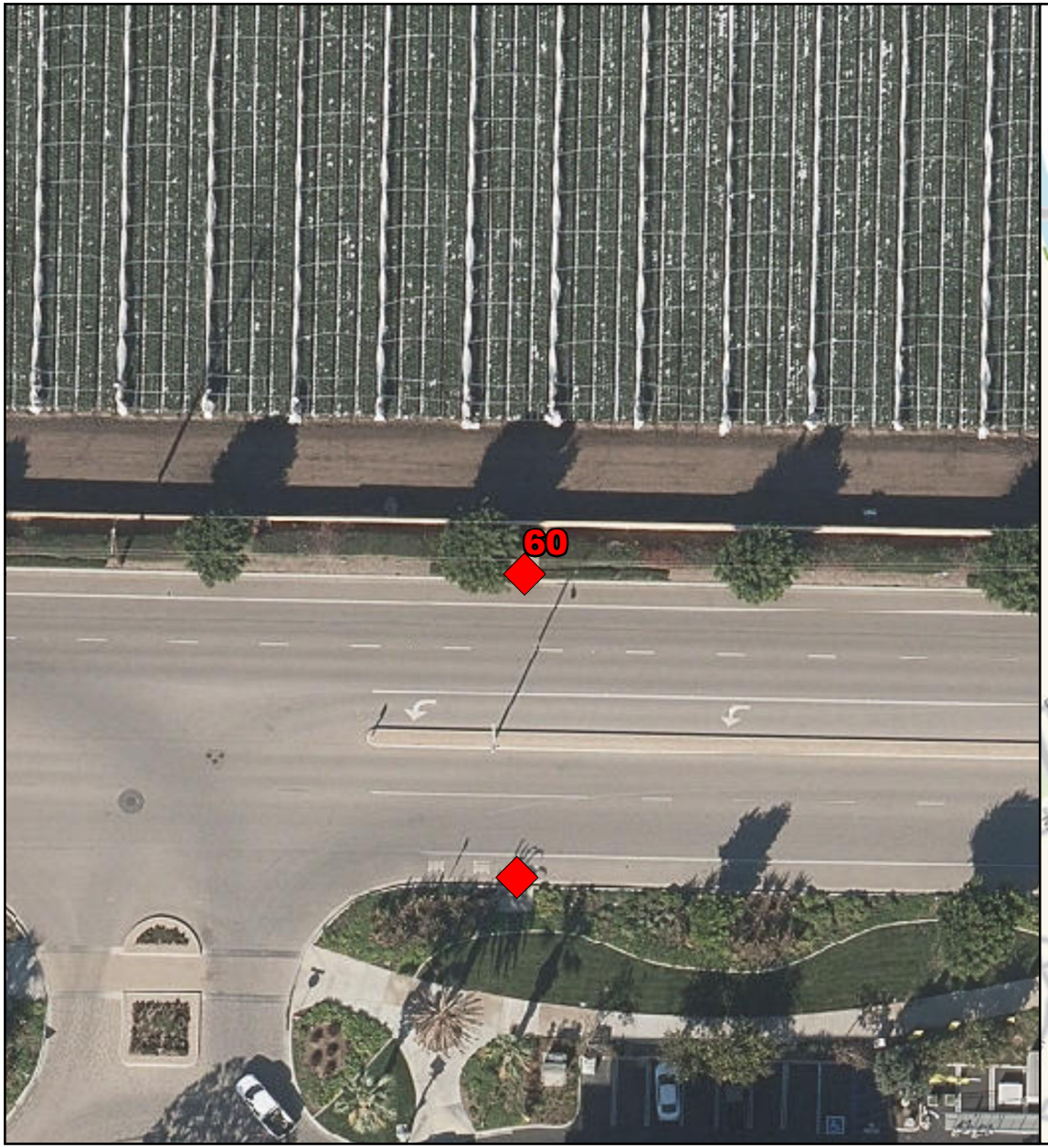
0 15 30 60 90 120 Feet

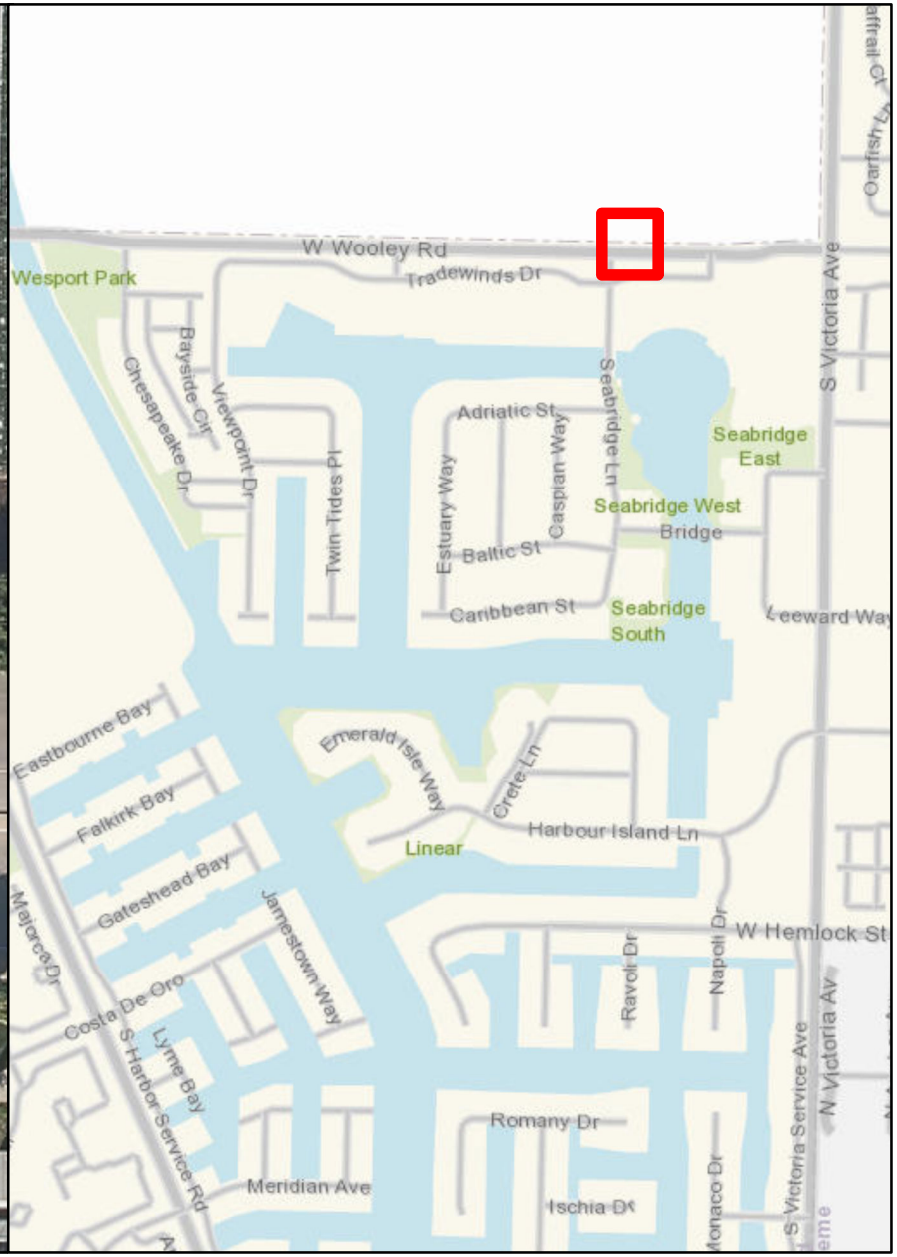


N W E S

# Filtration Unit No. 60






## STORMWATER MANAGEMENT FILTER CB

### Number of Cartridges is 2

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

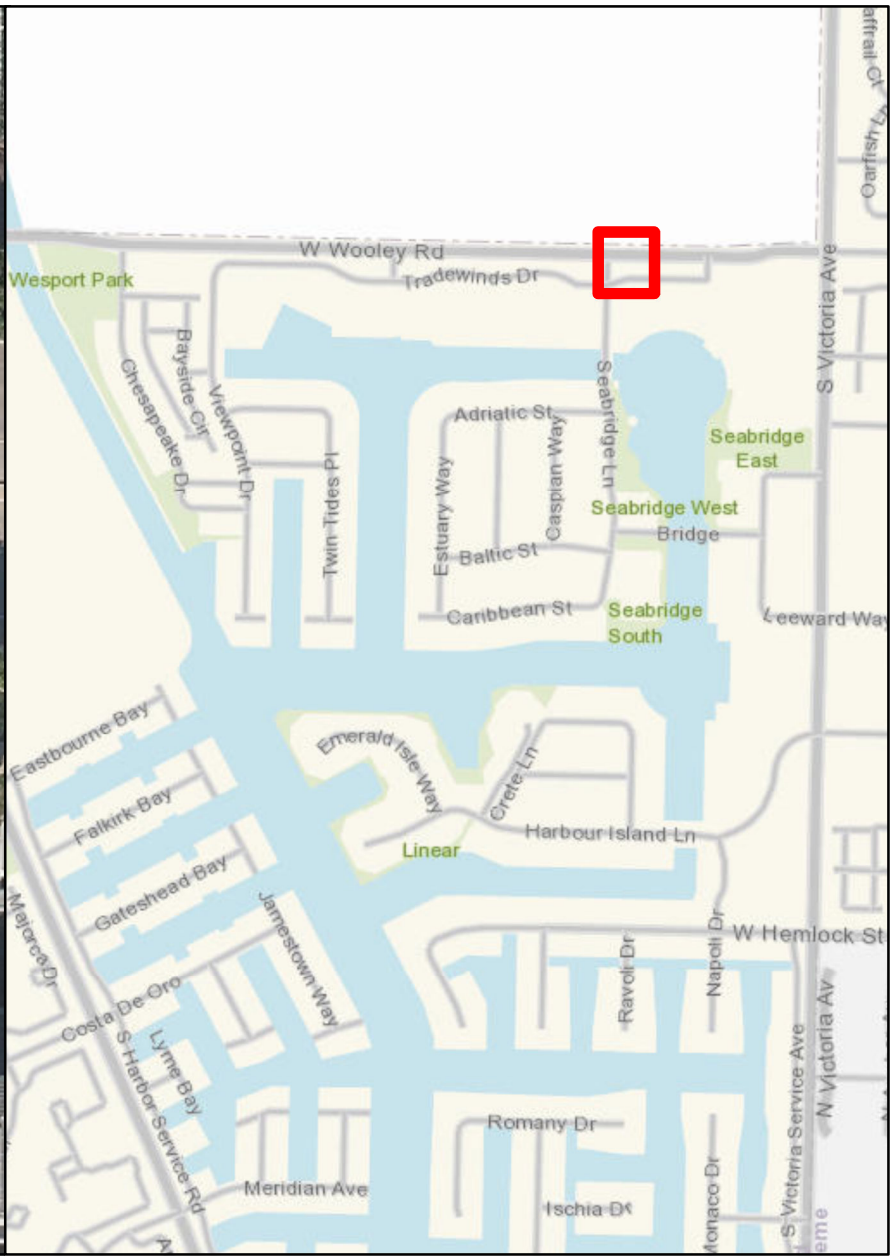


N W E S 200

# Filtration Unit No. 61






## STORMWATER MANAGEMENT FILTER CB

### Number of Cartridges is 2

**Legend**

Filtration Unit

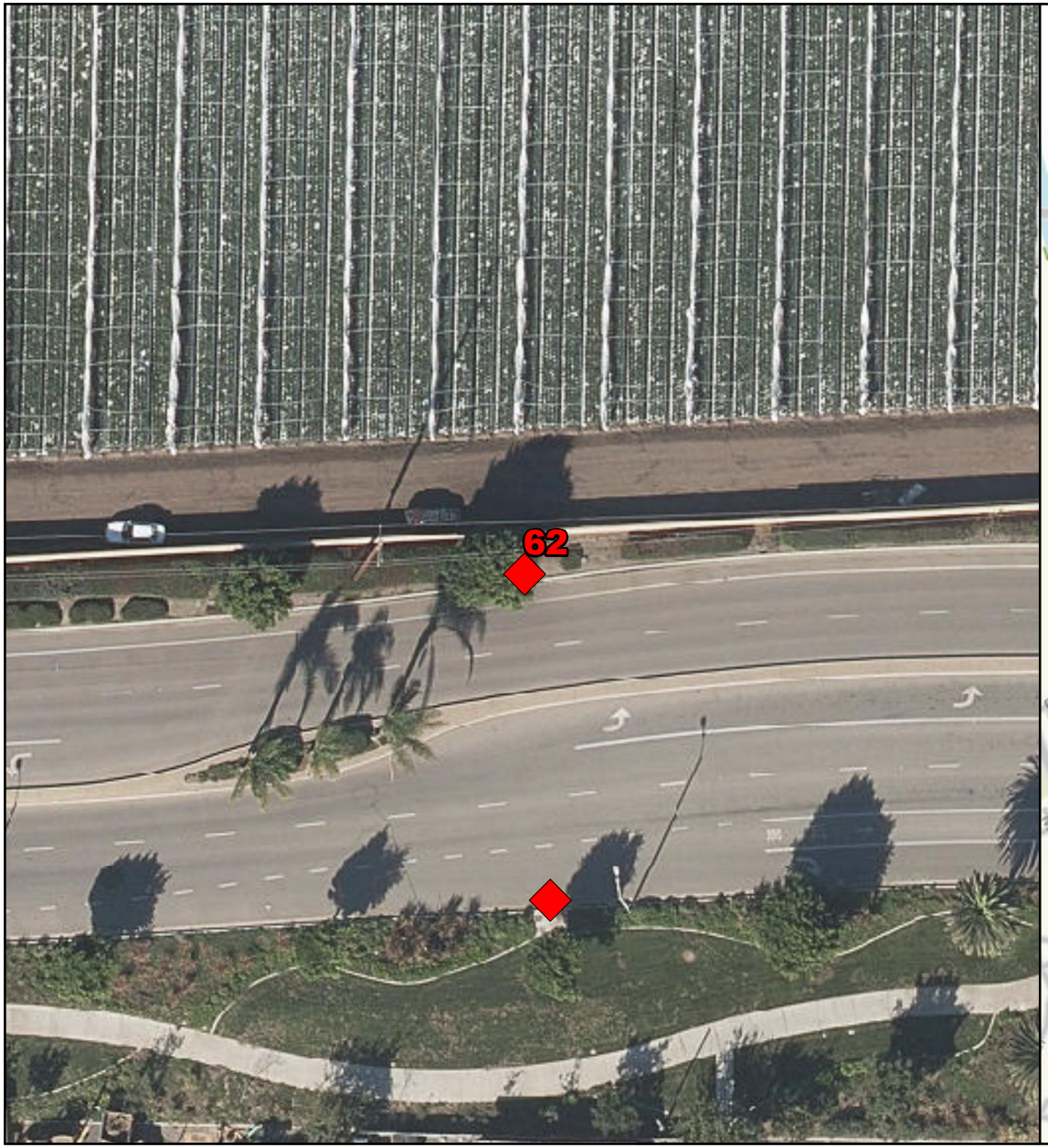
0 15 30 60 90 120 Feet

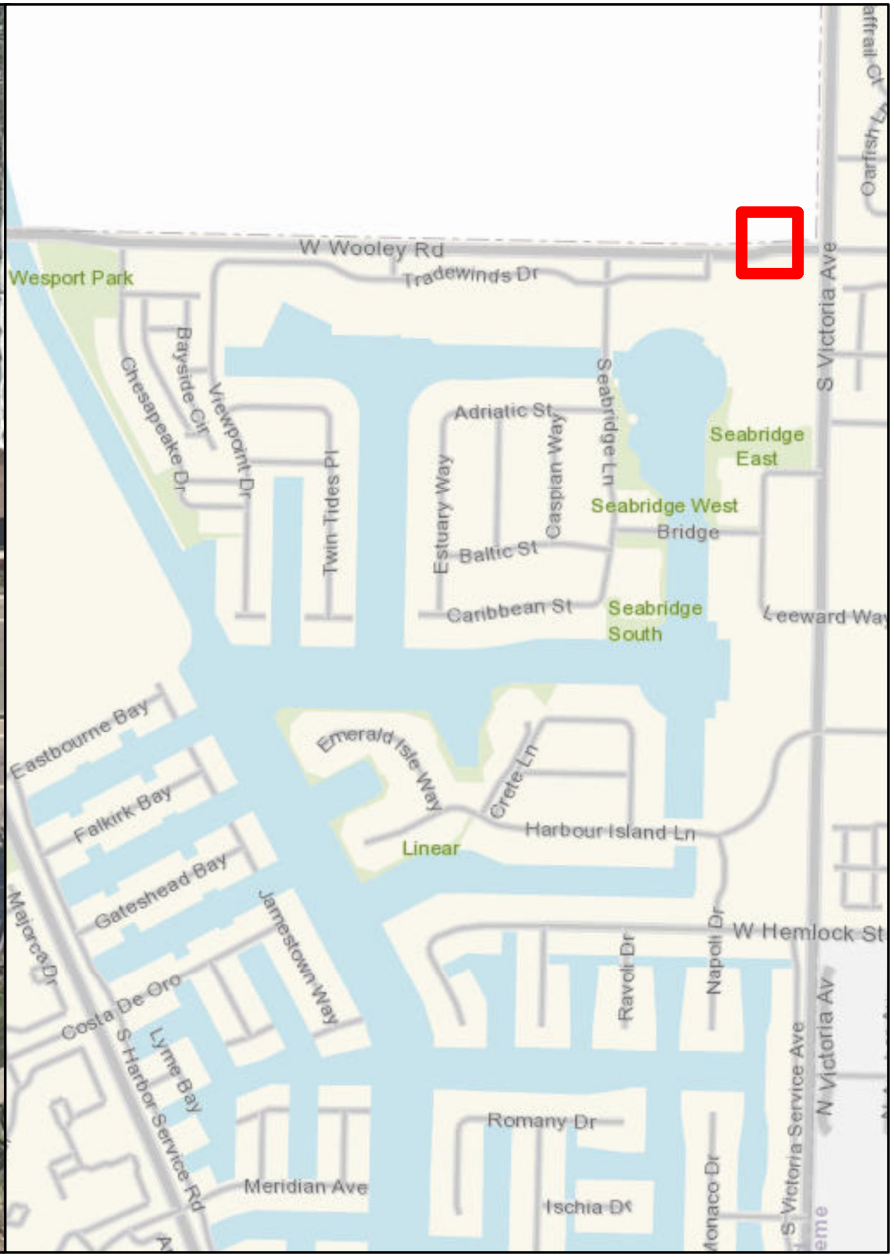


N W E S

# Filtration Unit No. 62






## STORMWATER MANAGEMENT FILTER CB

### Number of Cartridges is 2

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

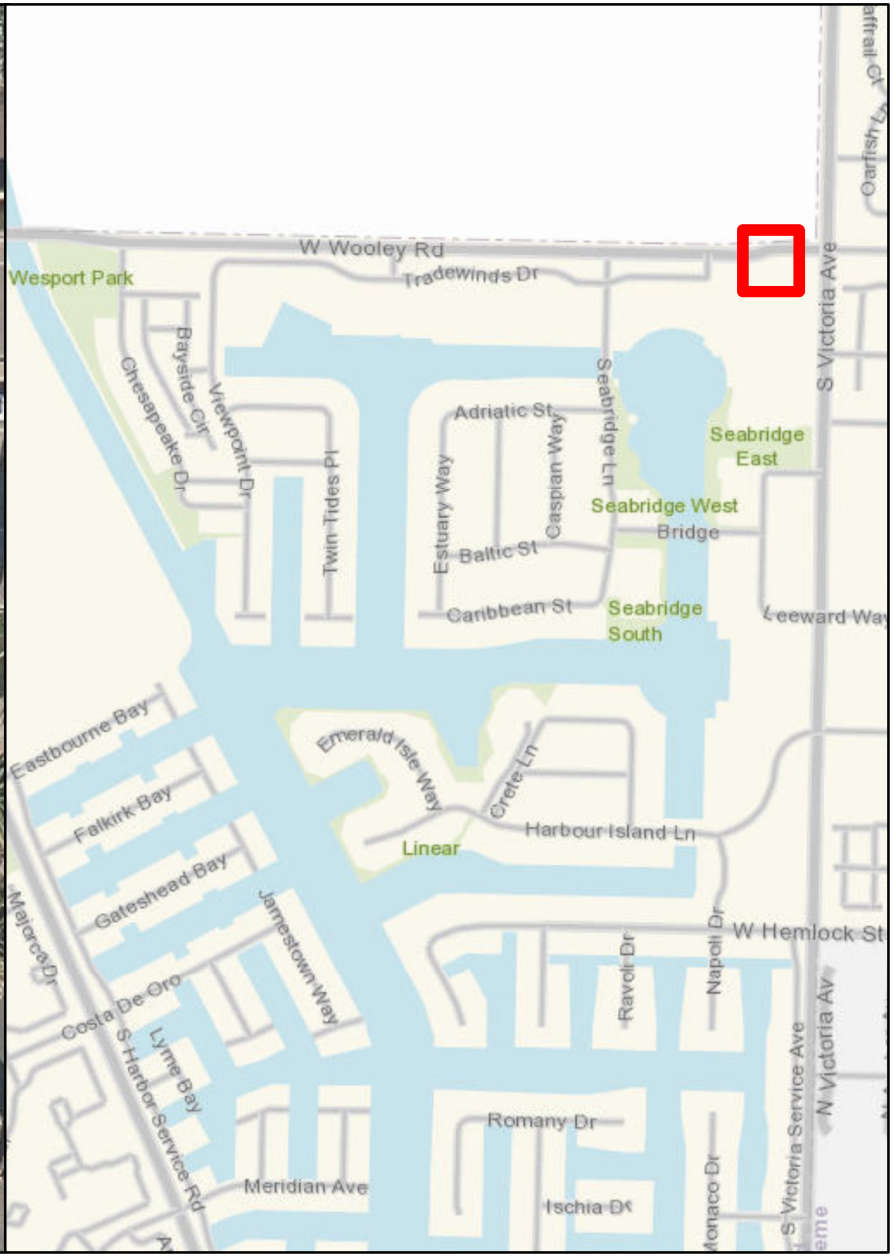


N W E S

# Filtration Unit No. 63






## STORMWATER MANAGEMENT FILTER CB

### Number of Cartridges is 2

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

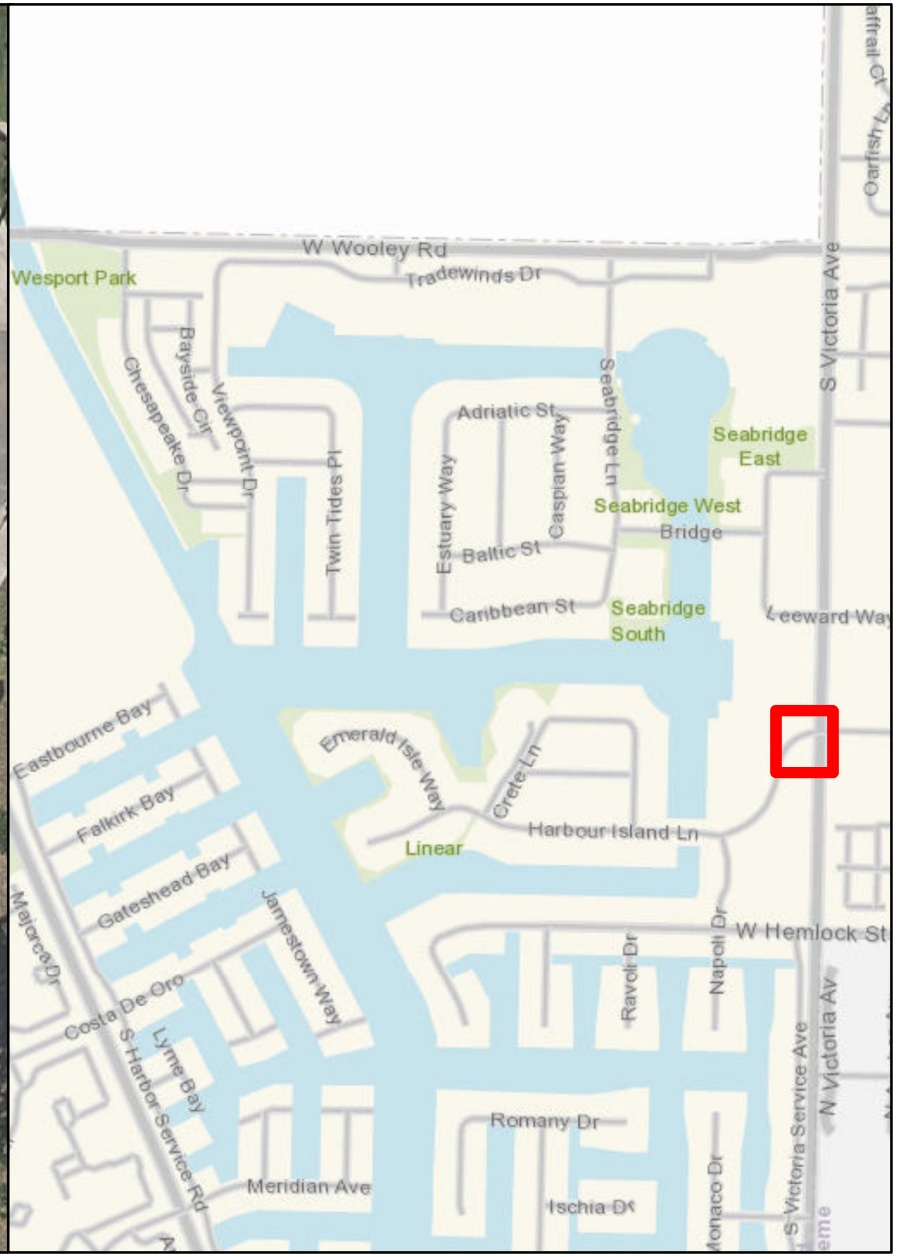


N W E S

# Filtration Unit No. 64






## STORMWATER MANAGEMENT FILTER CB

### Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

**EXHIBIT H**

**TRADE SERVICES AGREEMENT**
**(CITY of Oxnard and Downstream Services, Inc.)**

**CFD EXHIBIT MAPS_RIVERPARK**

# (ON THE FOLLOWING PAGES)

# Filtration Unit No. 1









## STORMFILTER VAULT

### Number of Cartridges is Unk

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 2









## STORMFILTER PEAK DIVERSION - 8'X14'

### Number of Cartridges is 56

**Legend**

Filtration Unit

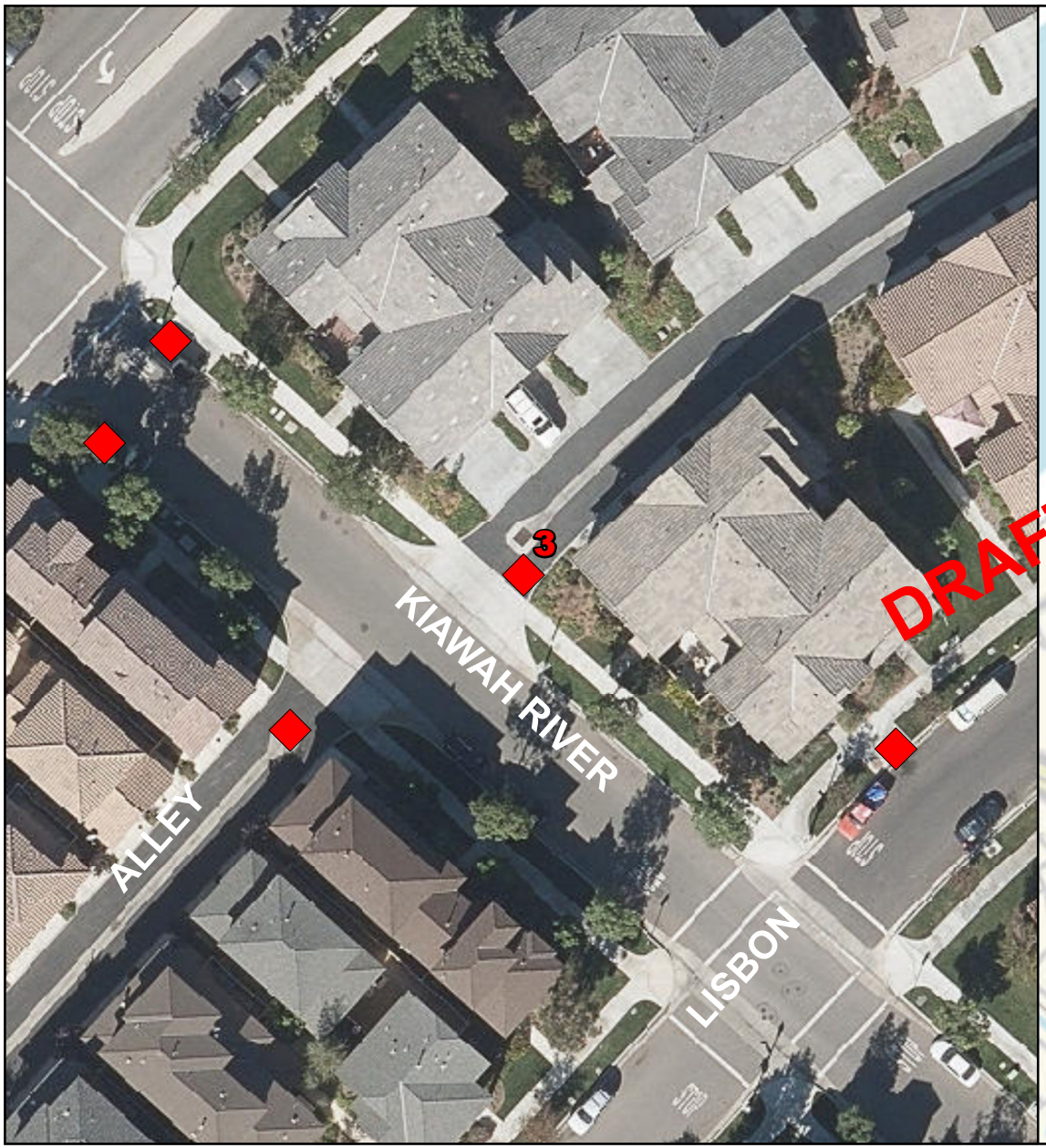
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 3









## STORMFILTER VAULT - 6'X15'

### Number of Cartridges is 10

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

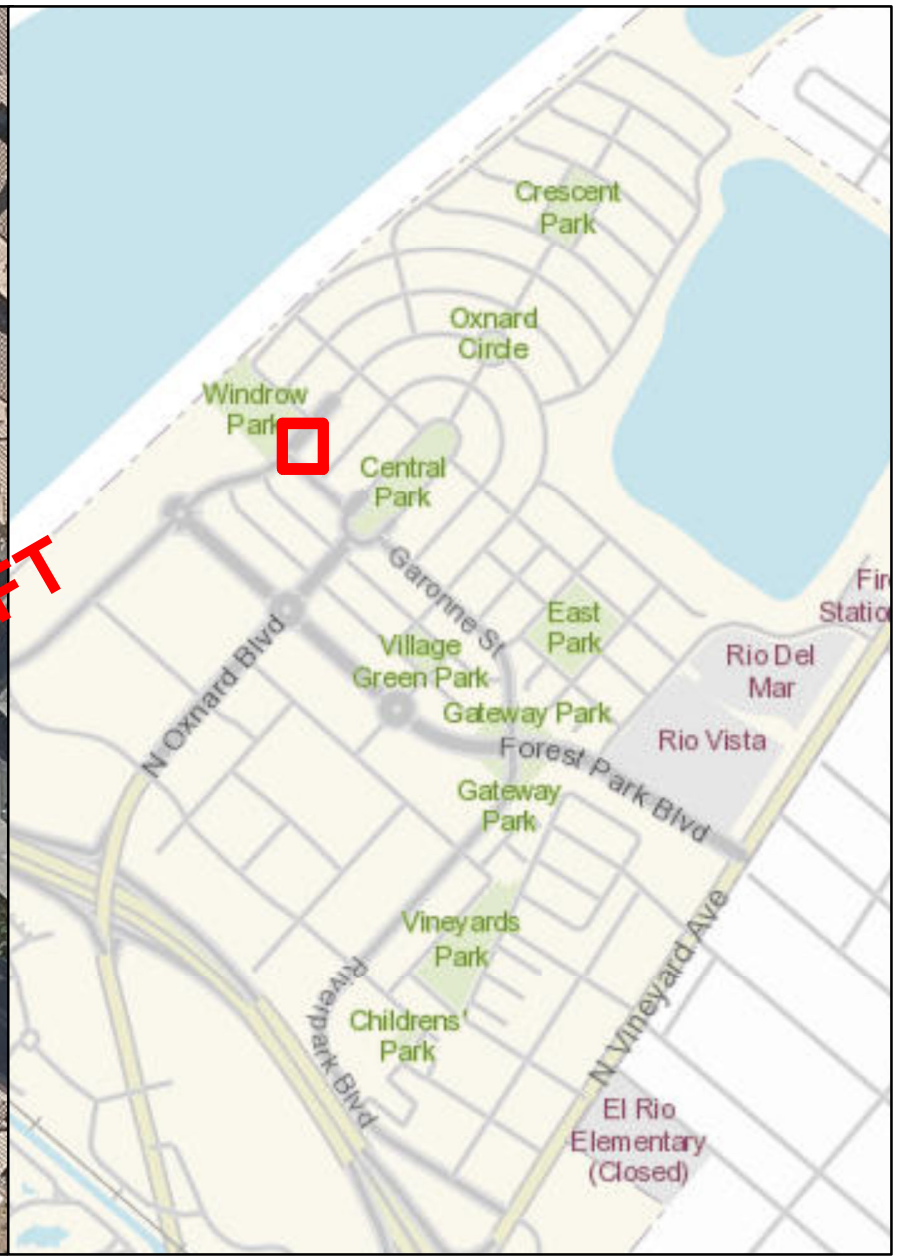


N W E S

# Filtration Unit No. 4






## STORMFILTER VAULT - 8'X16'

### Number of Cartridges is 26

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

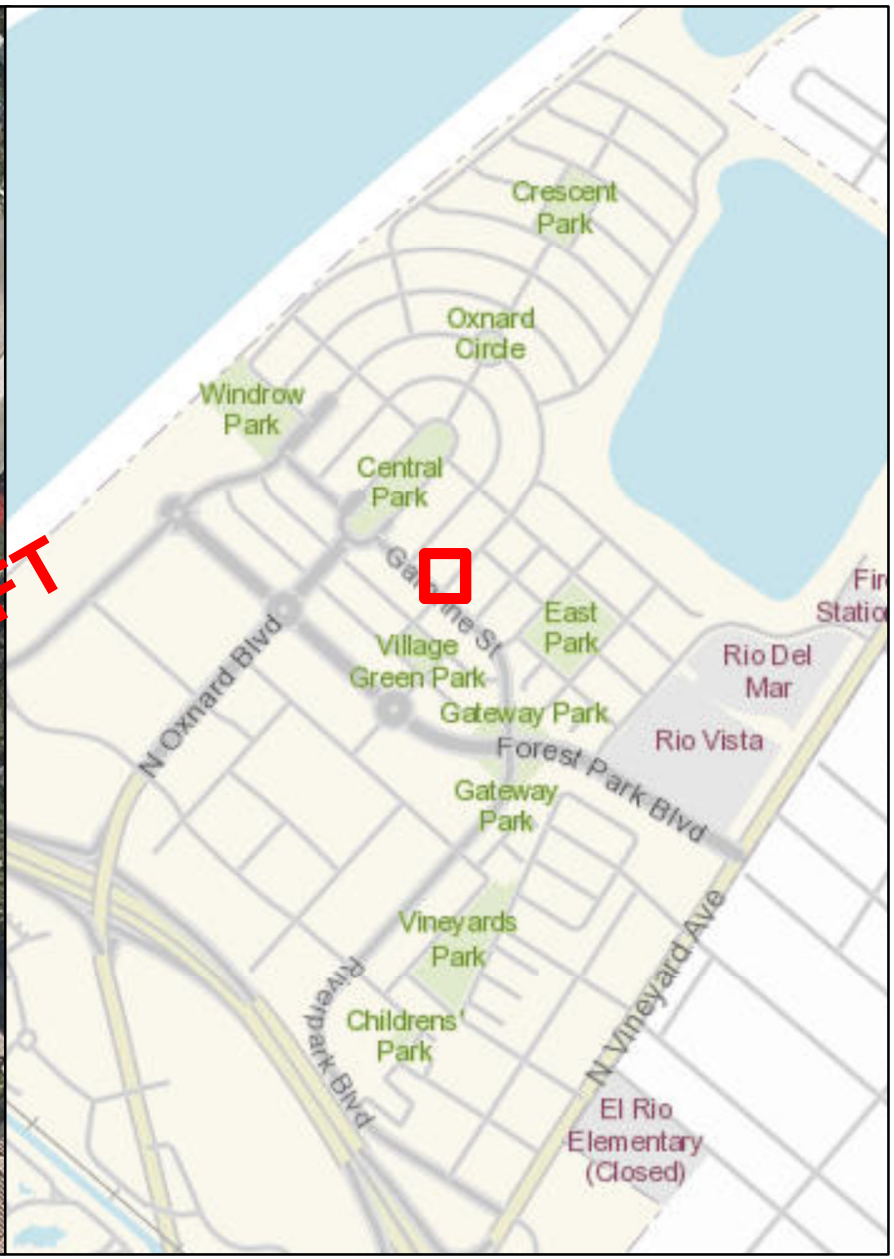


N W E S

# Filtration Unit No. 5






## STORMFILTER VAULT - 7'X14'

### Number of Cartridges is 12

**Legend**

Filtration Unit

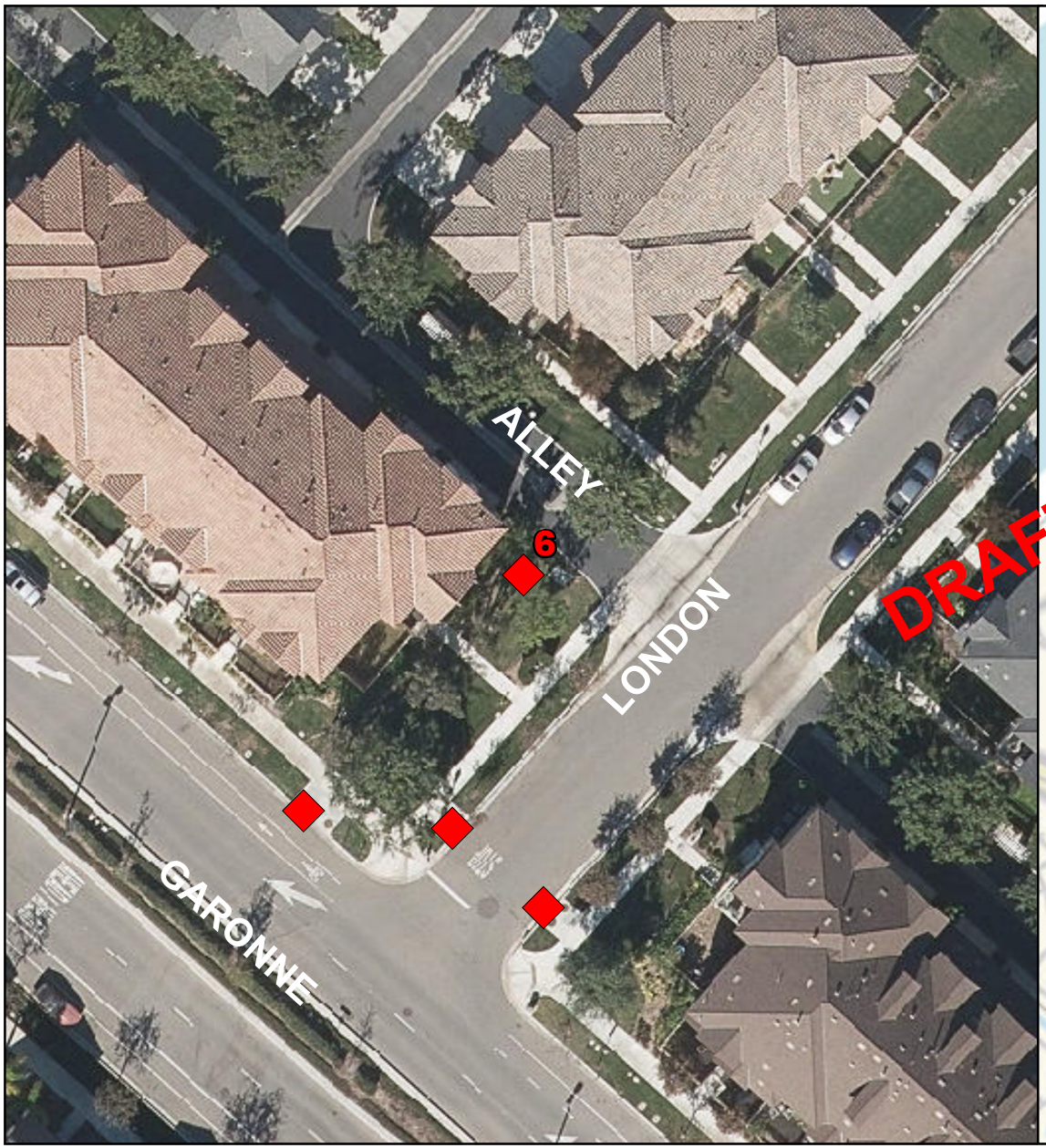
0 15 30 60 90 120 Feet

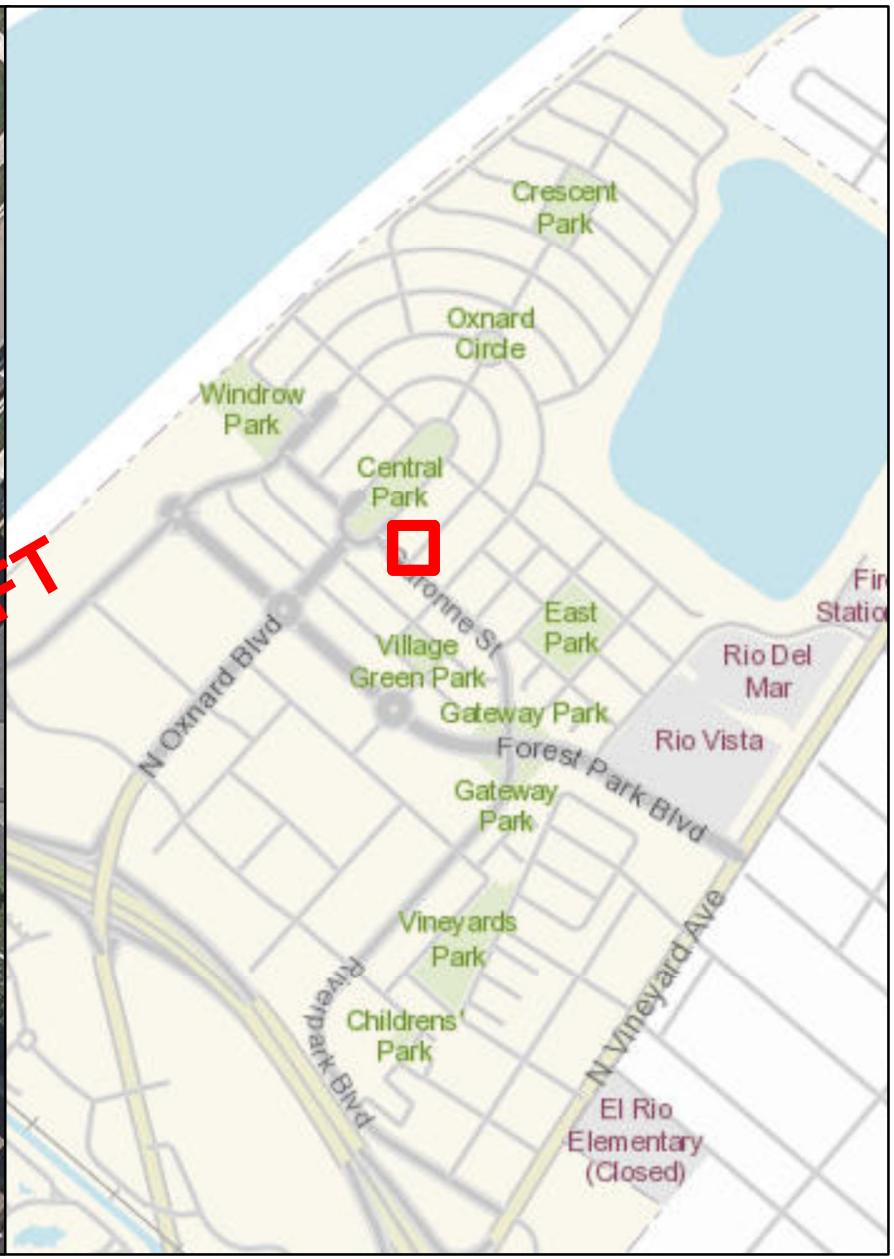


N W E S

# Filtration Unit No. 6






## STORMFILTER VAULT - 7'X14'

### Number of Cartridges is 11

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

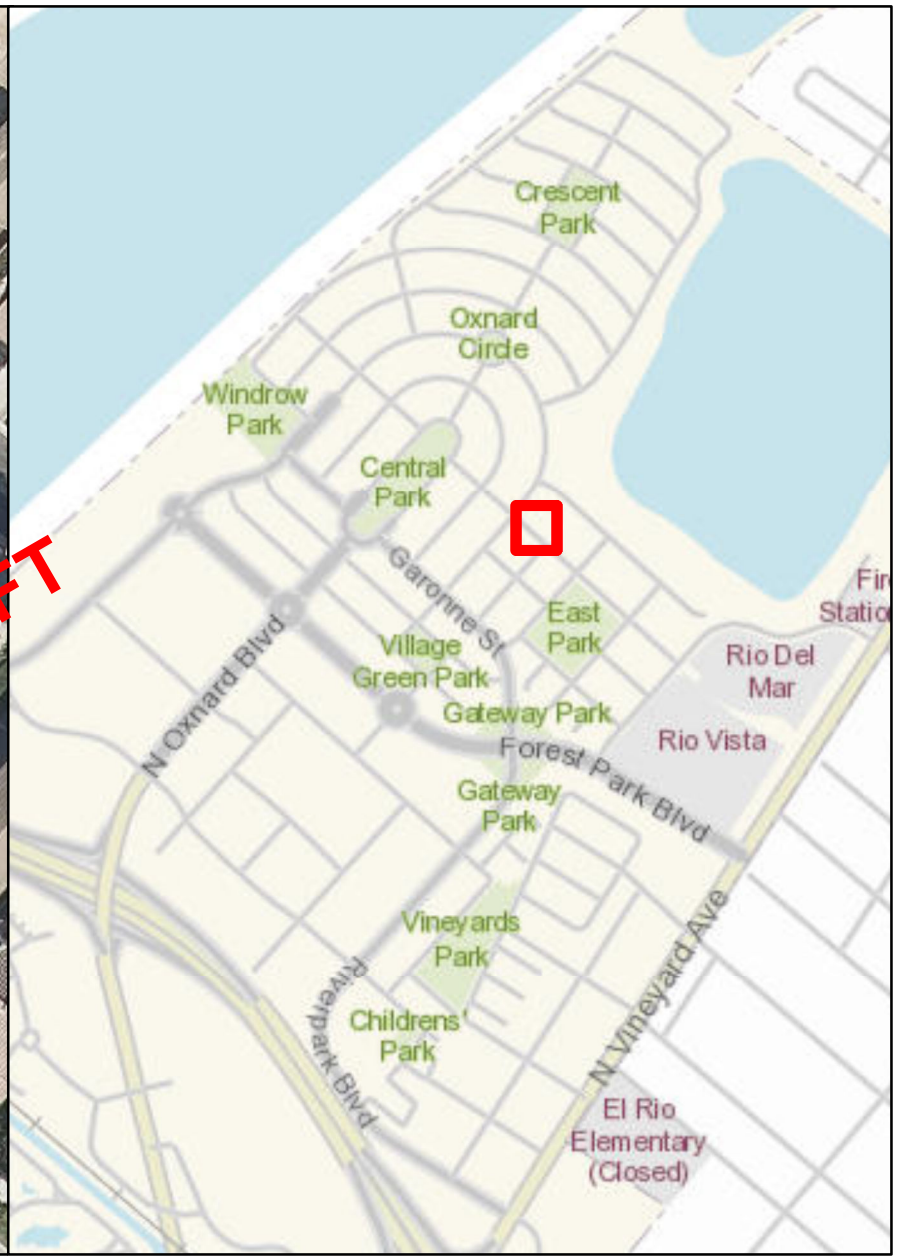


N W E S

# Filtration Unit No. 7






## STORMFILTER VAULT - 6'X12'

Number of Cartridges is 8

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 8









## STORMFILTER VAULT - 6'X12'

Number of Cartridges is 9

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

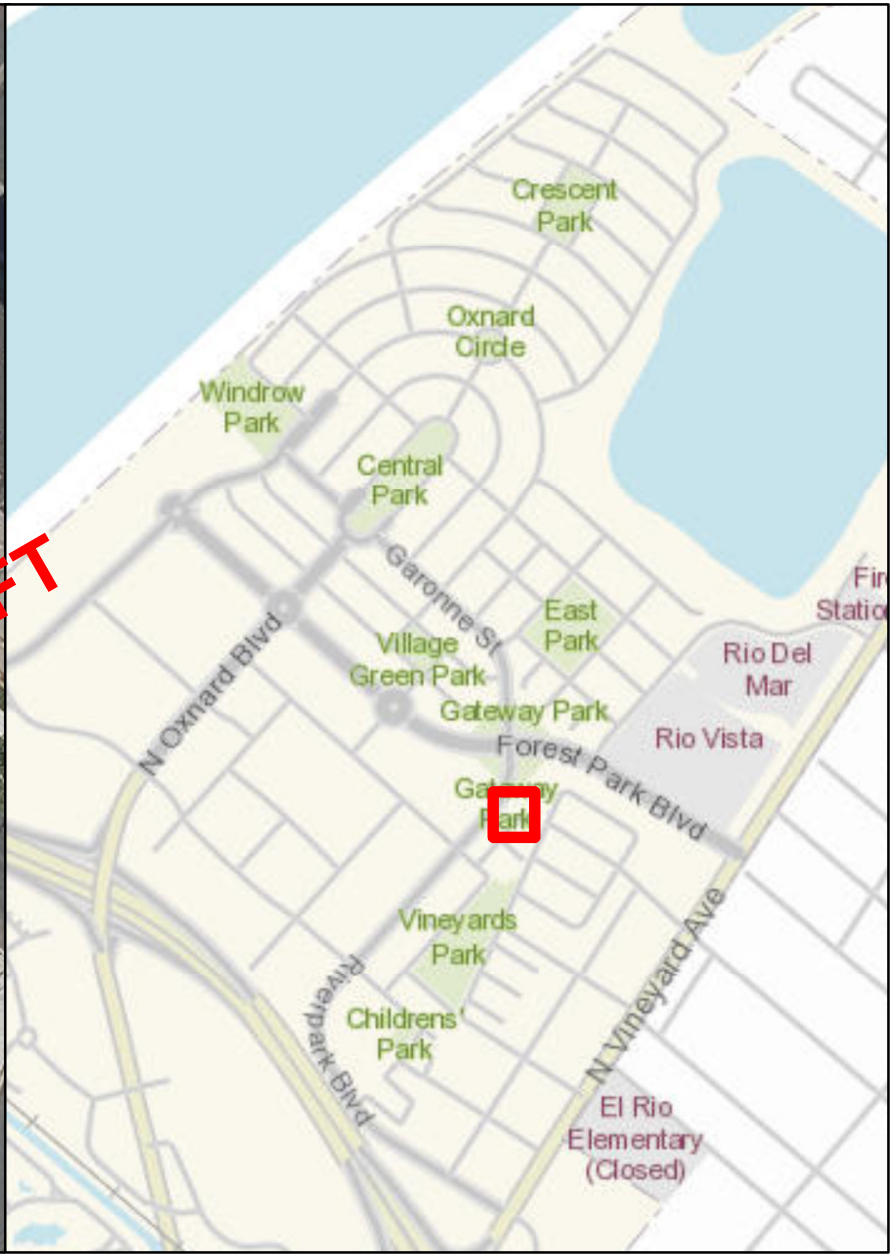


N W E S

# Filtration Unit No. 9






## STORMFILTER VAULT - 6'X12'

### Number of Cartridges is 11

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

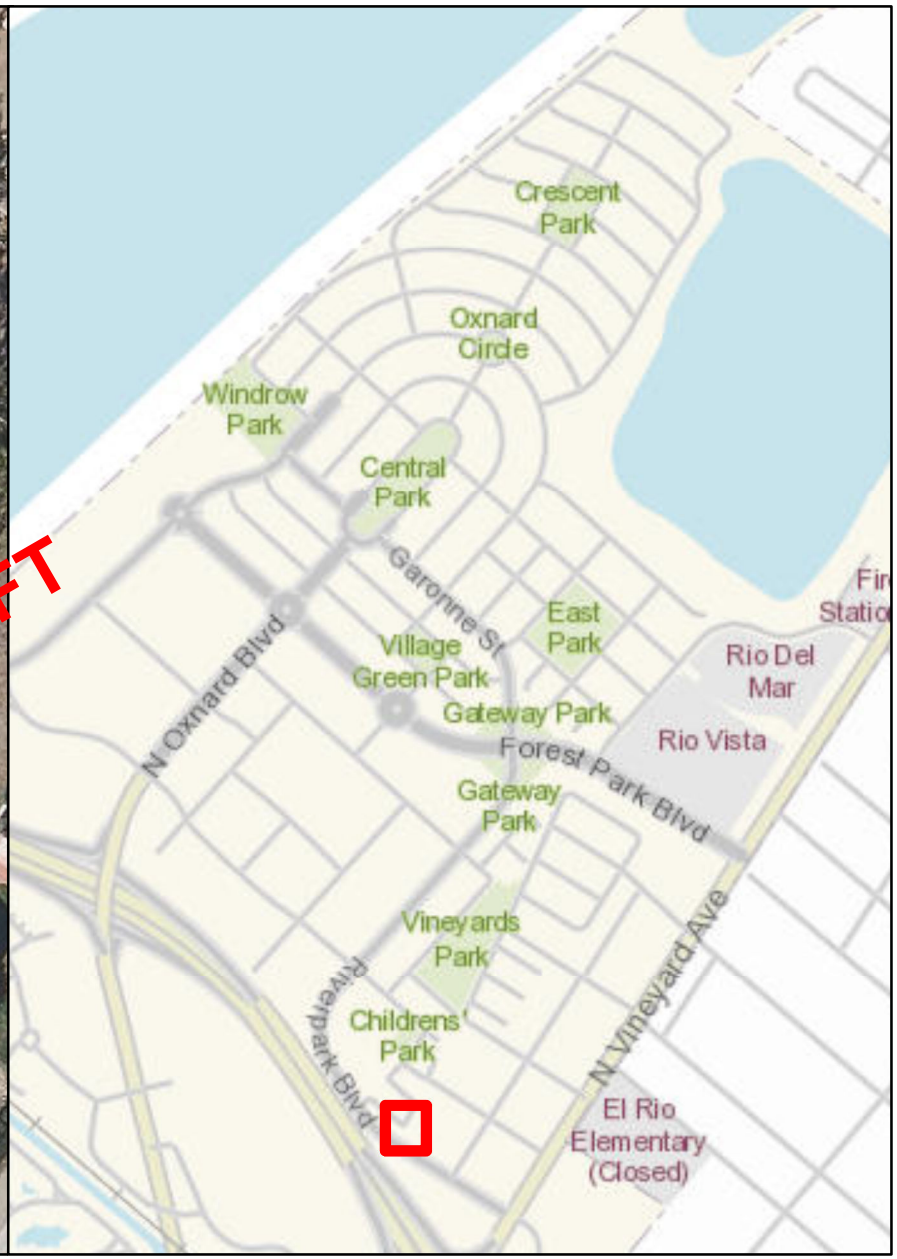


N W E S

# Filtration Unit No. 10






## STORMFILTER VAULT - 8'X18'

### Number of Cartridges is 34

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 11









## STORMFILTER VAULT - 6'X12'

### Number of Cartridges is 11

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 12









## STORMFILTER VAULT - 8'X16'

### Number of Cartridges is 15

**Legend**

Filtration Unit

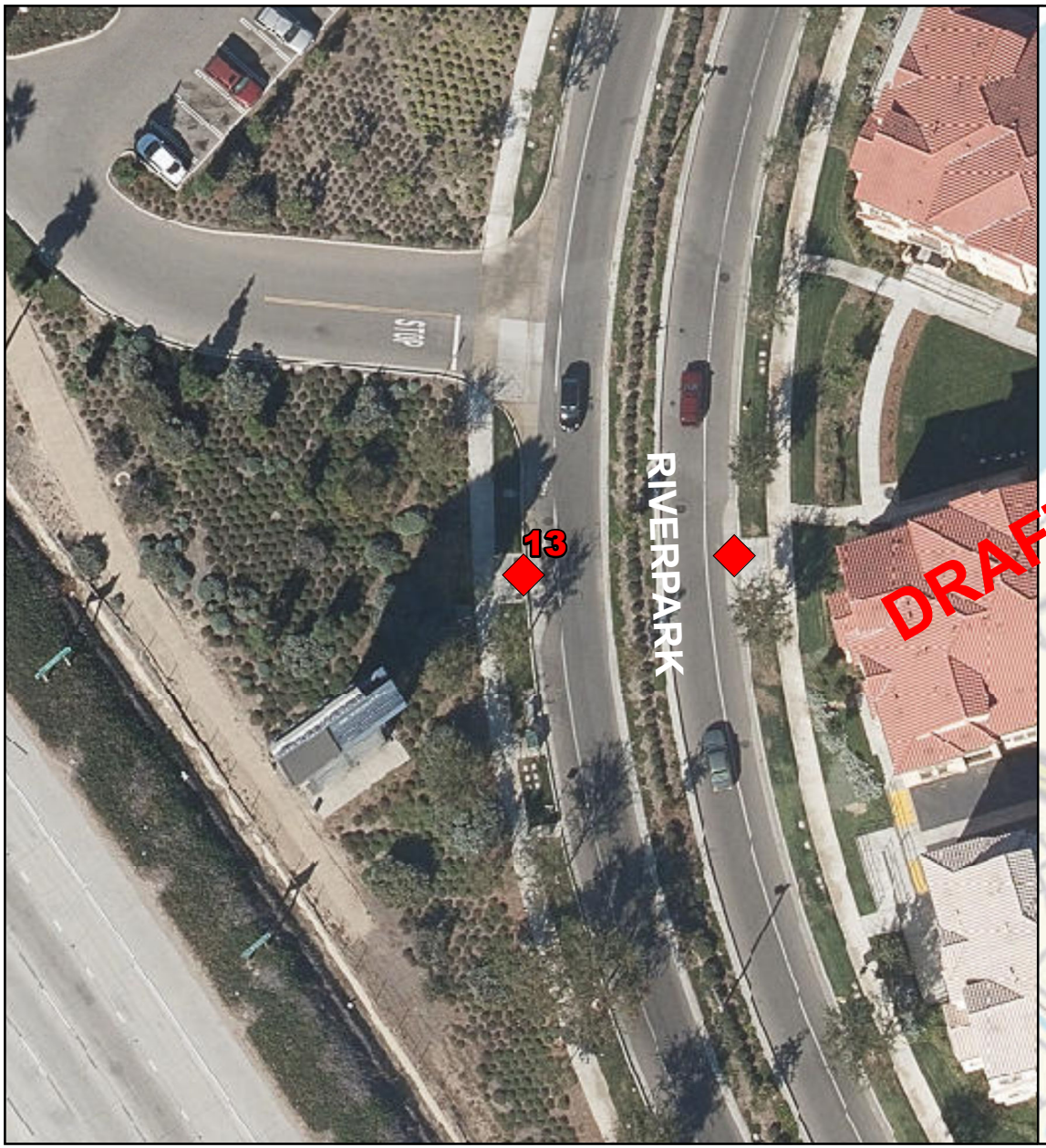
0 15 30 60 90 120 Feet

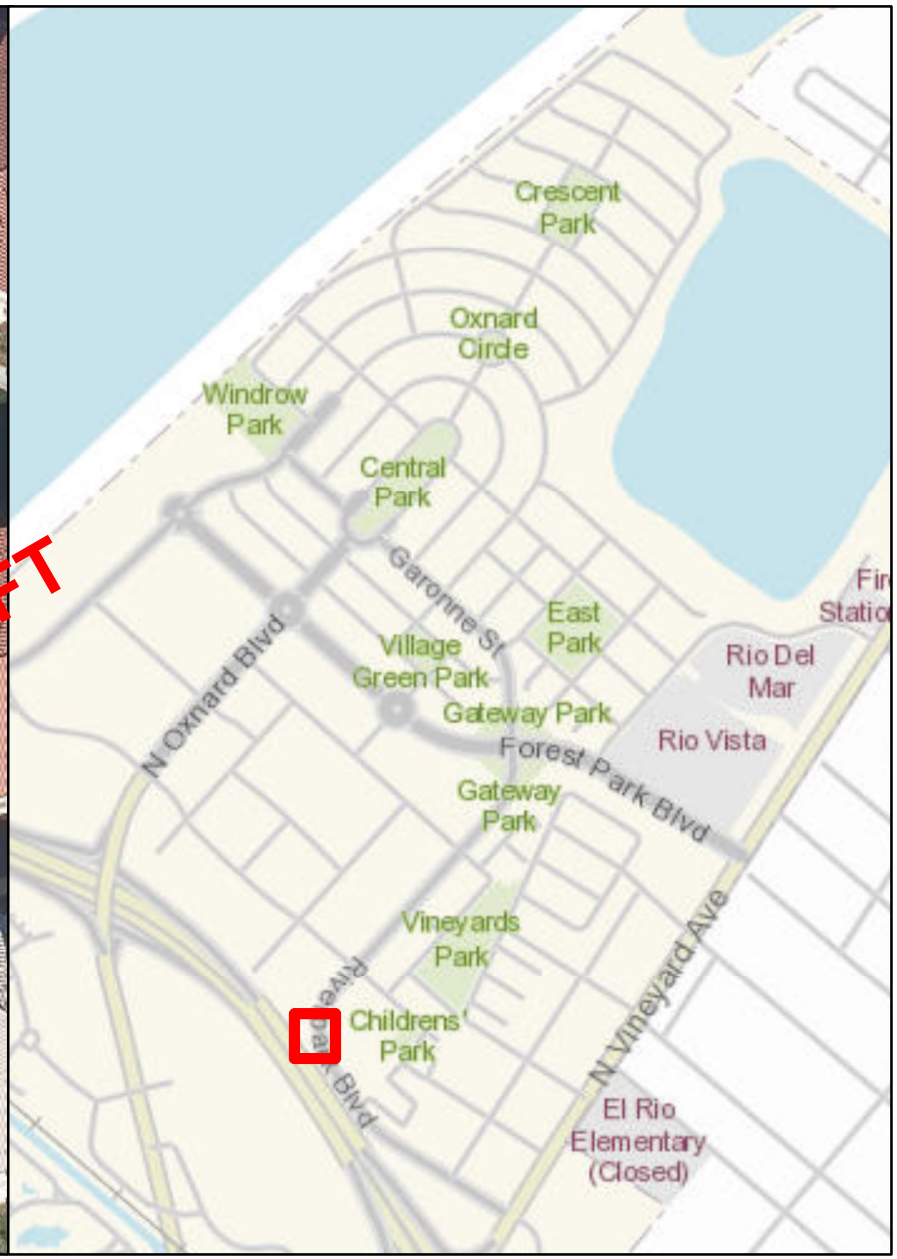


N W E S

# Filtration Unit No. 13






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

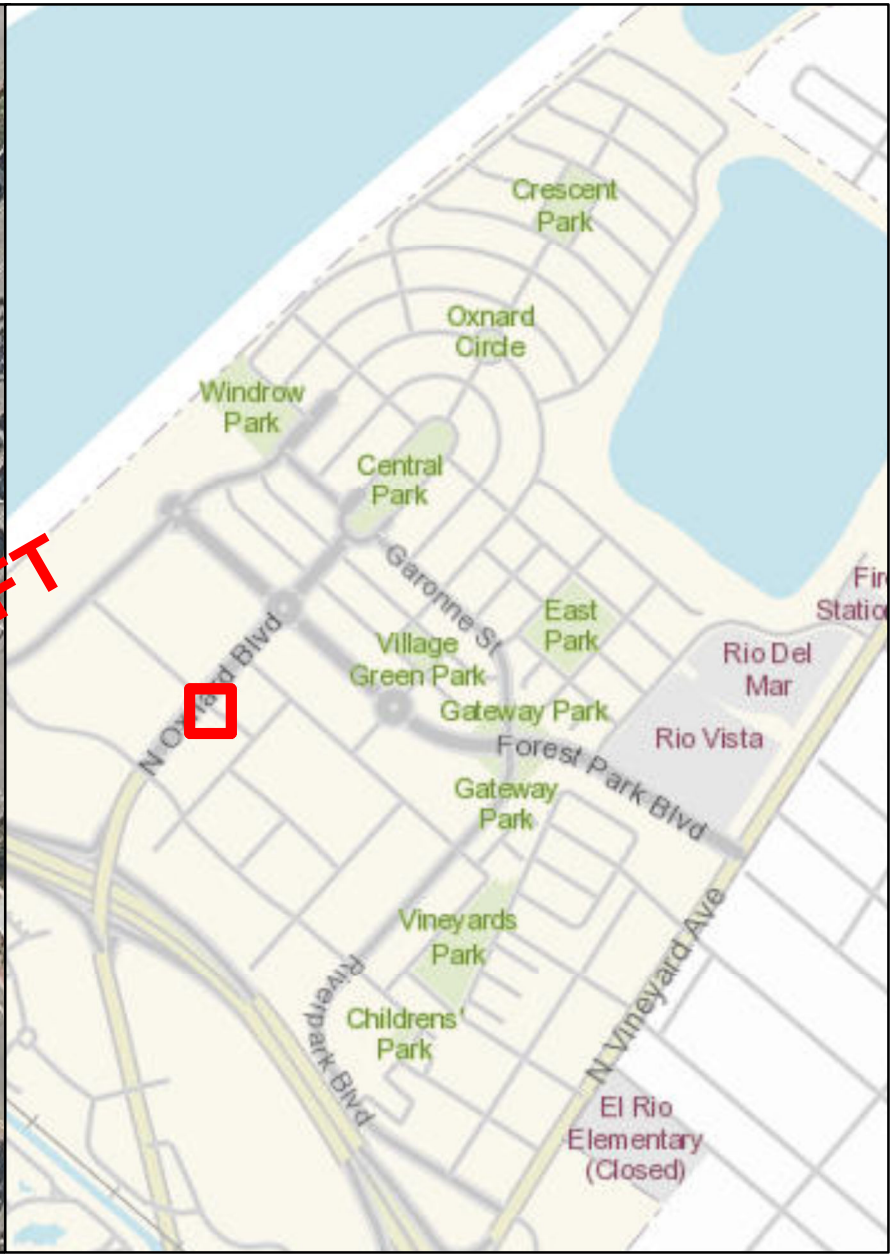


N W E S

# Filtration Unit No. 14






## STORMFILTER VAULT - 8'X16'

### Number of Cartridges is 24

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 15









## STORMFILTER VAULT - 8'X20'

### Number of Cartridges is 32

**Legend**

Filtration Unit

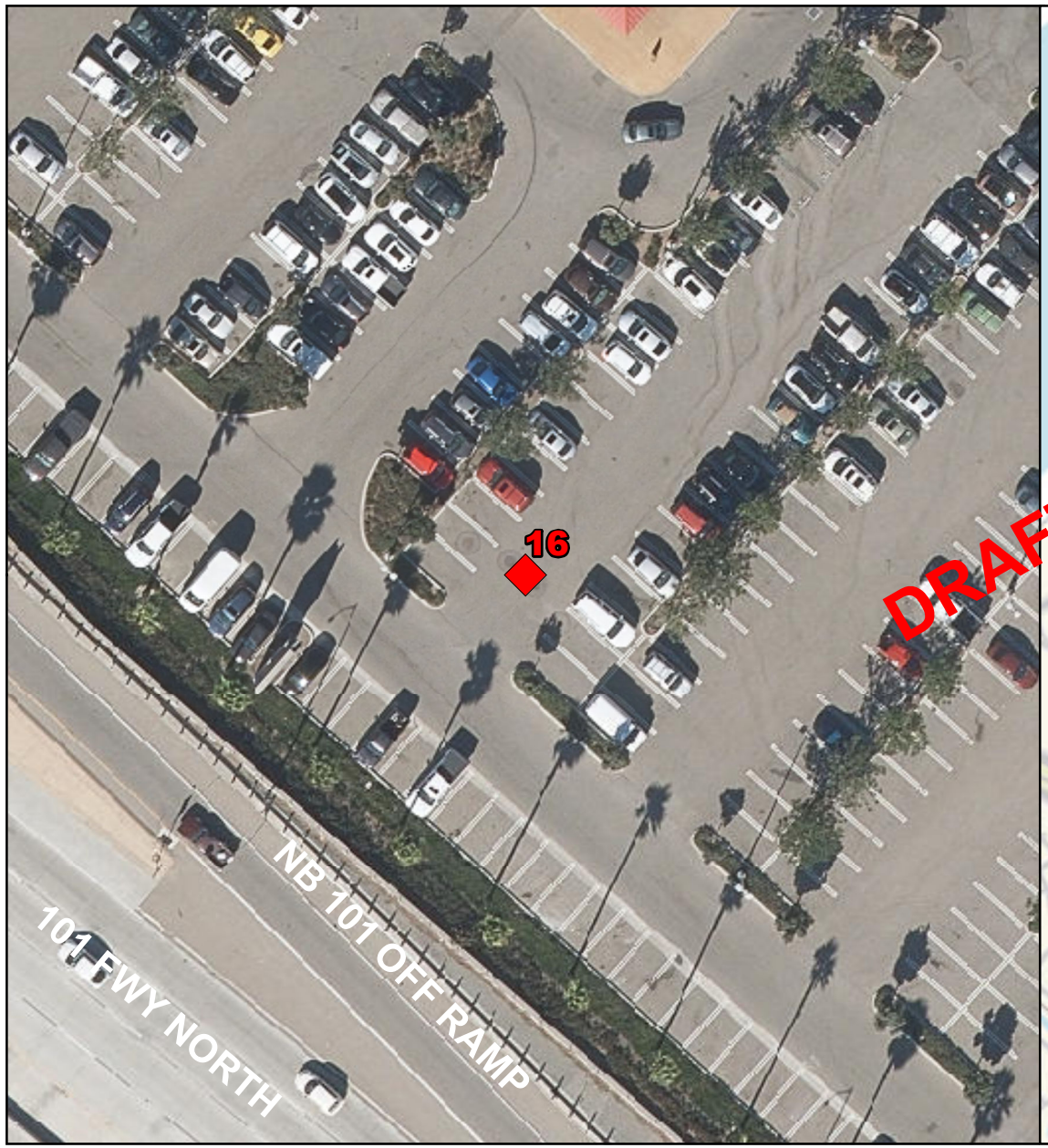
0 15 30 60 90 120 Feet

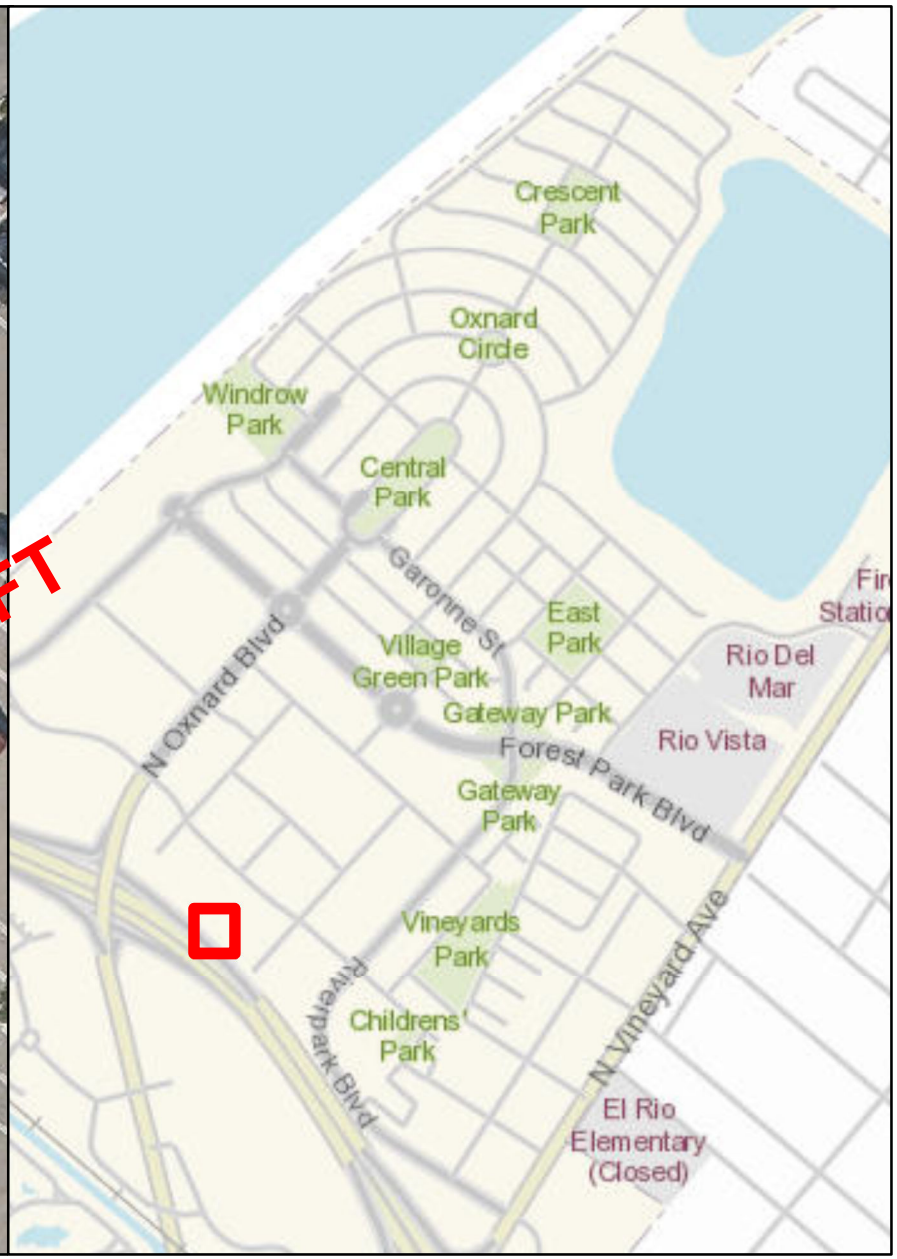


N W E S

# Filtration Unit No. 16






## STORMFILTER VAULT

### Number of Cartridges is Unk

**Legend**

Filtration Unit

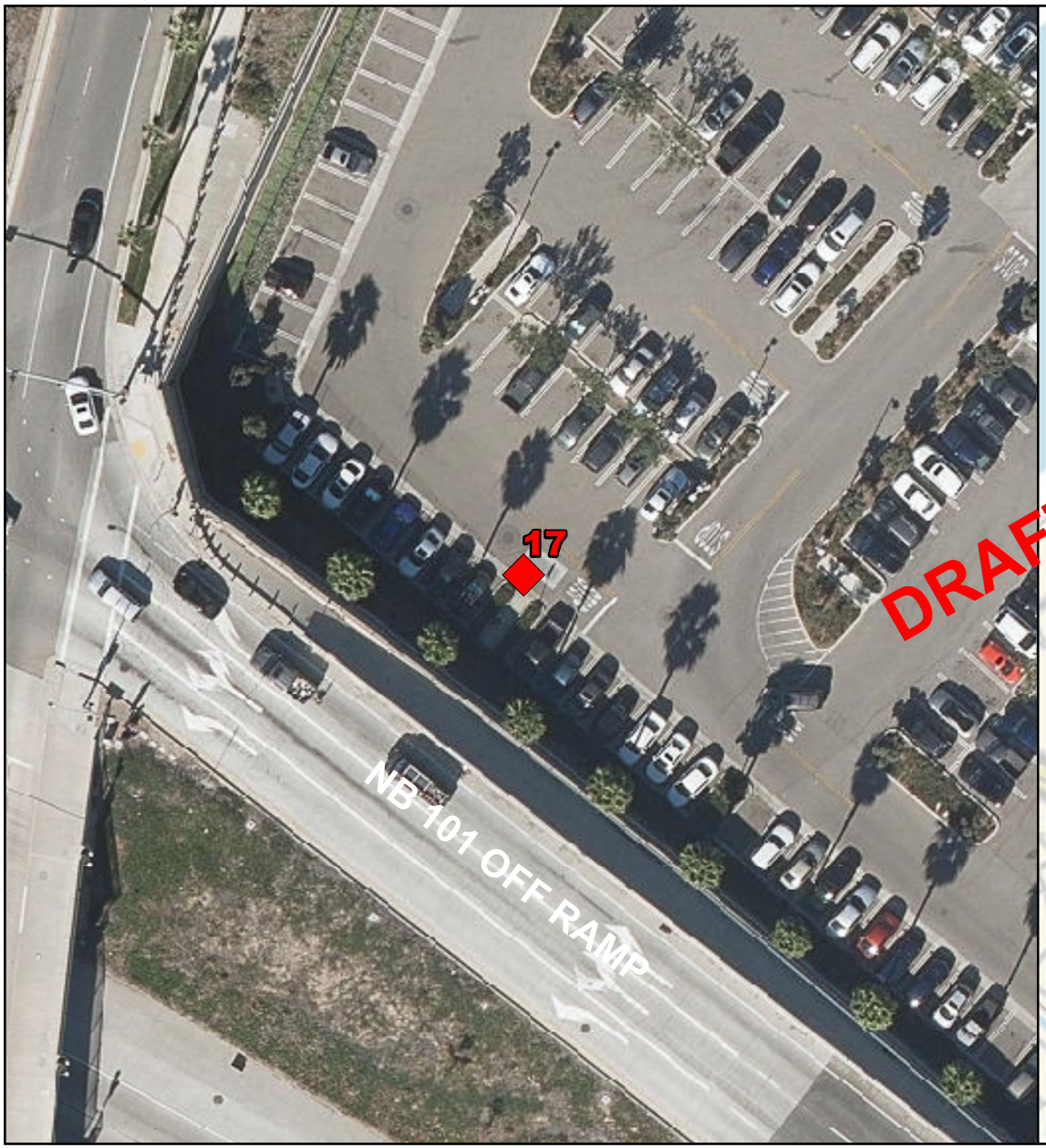
0 15 30 60 90 120 Feet

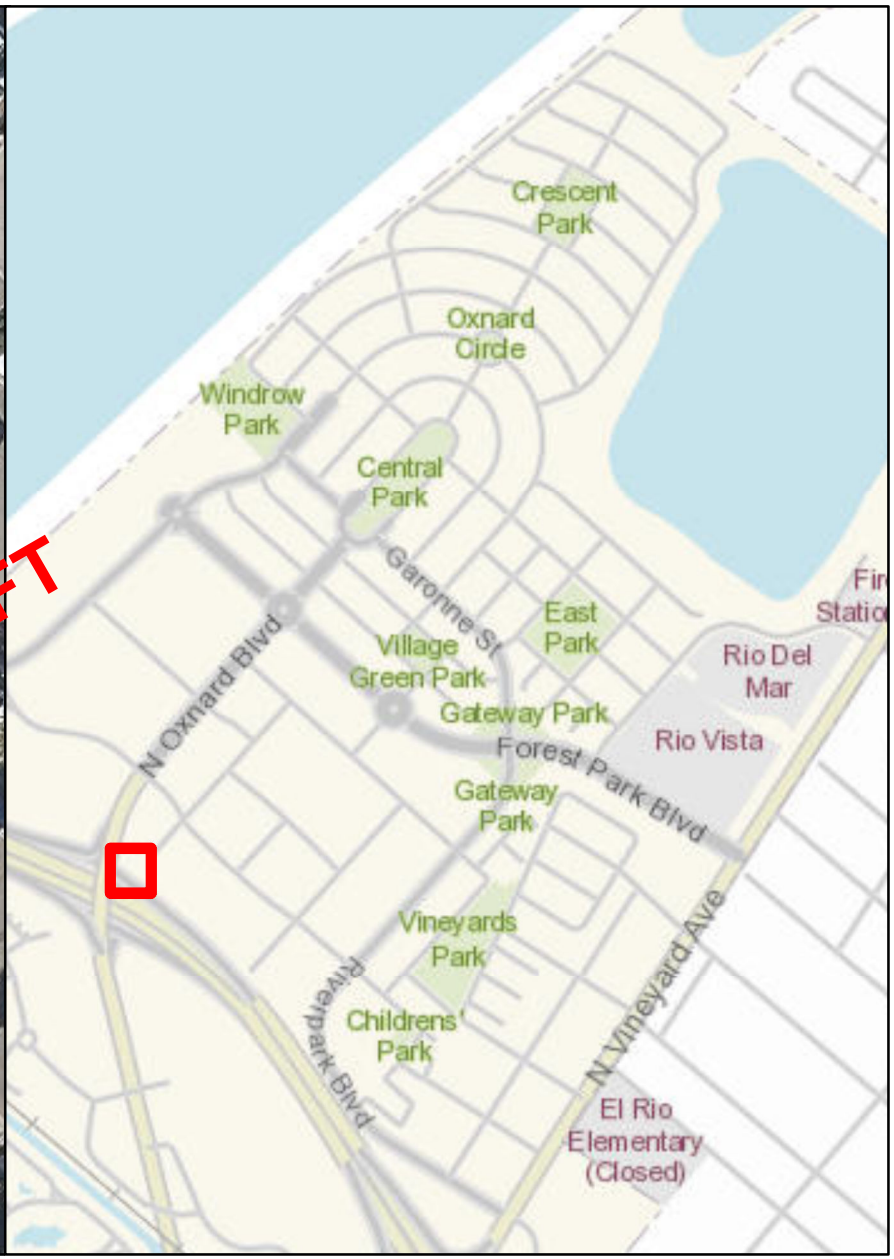


N W E S

# Filtration Unit No. 17






## STORMFILTER VAULT - 11'X26'

### Number of Cartridges is 67

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 18









## STORMFILTER VAULT - 11'X26'

### Number of Cartridges is 66

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

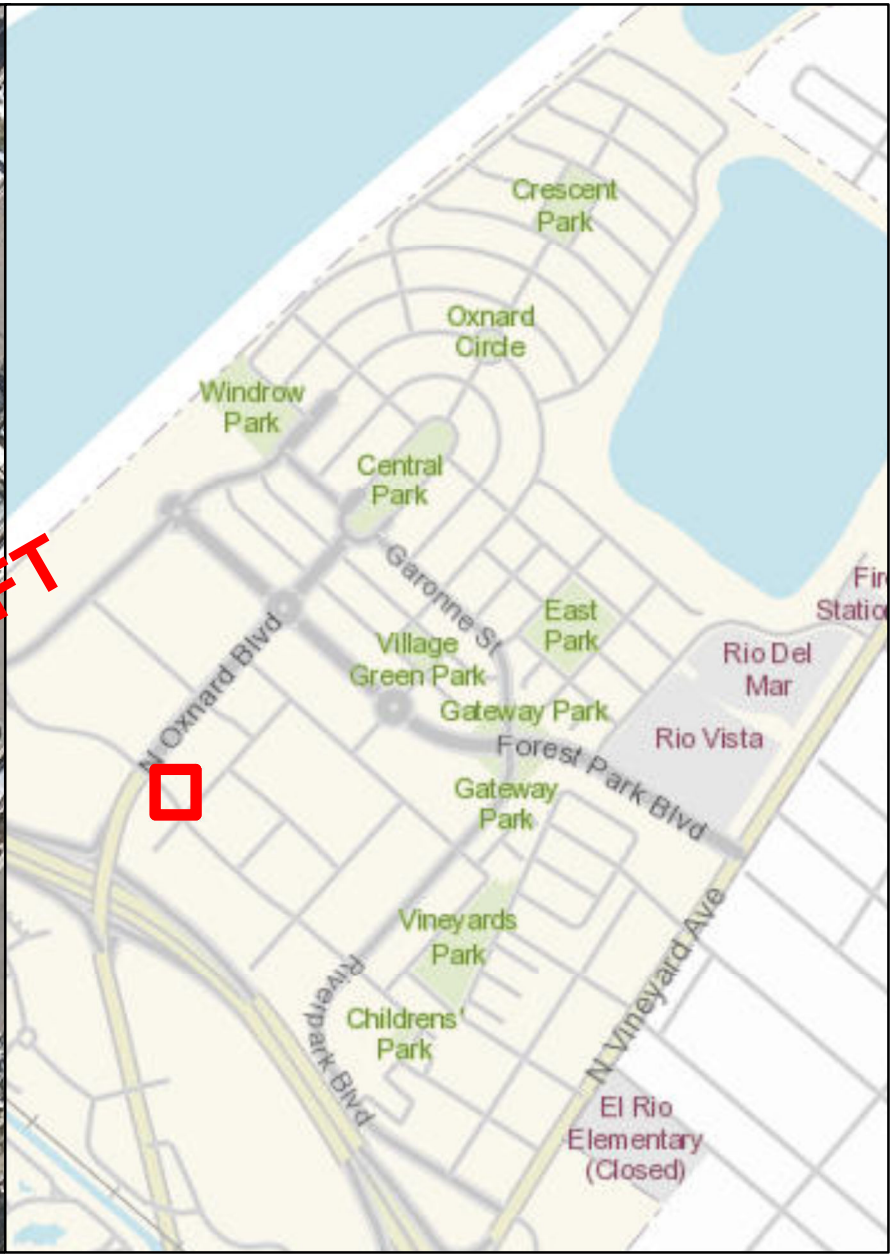


N W E S 223

# Filtration Unit No. 19






## STORMFILTER VAULT - 11'X26'

Number of Cartridges is 67

**Legend**

Filtration Unit

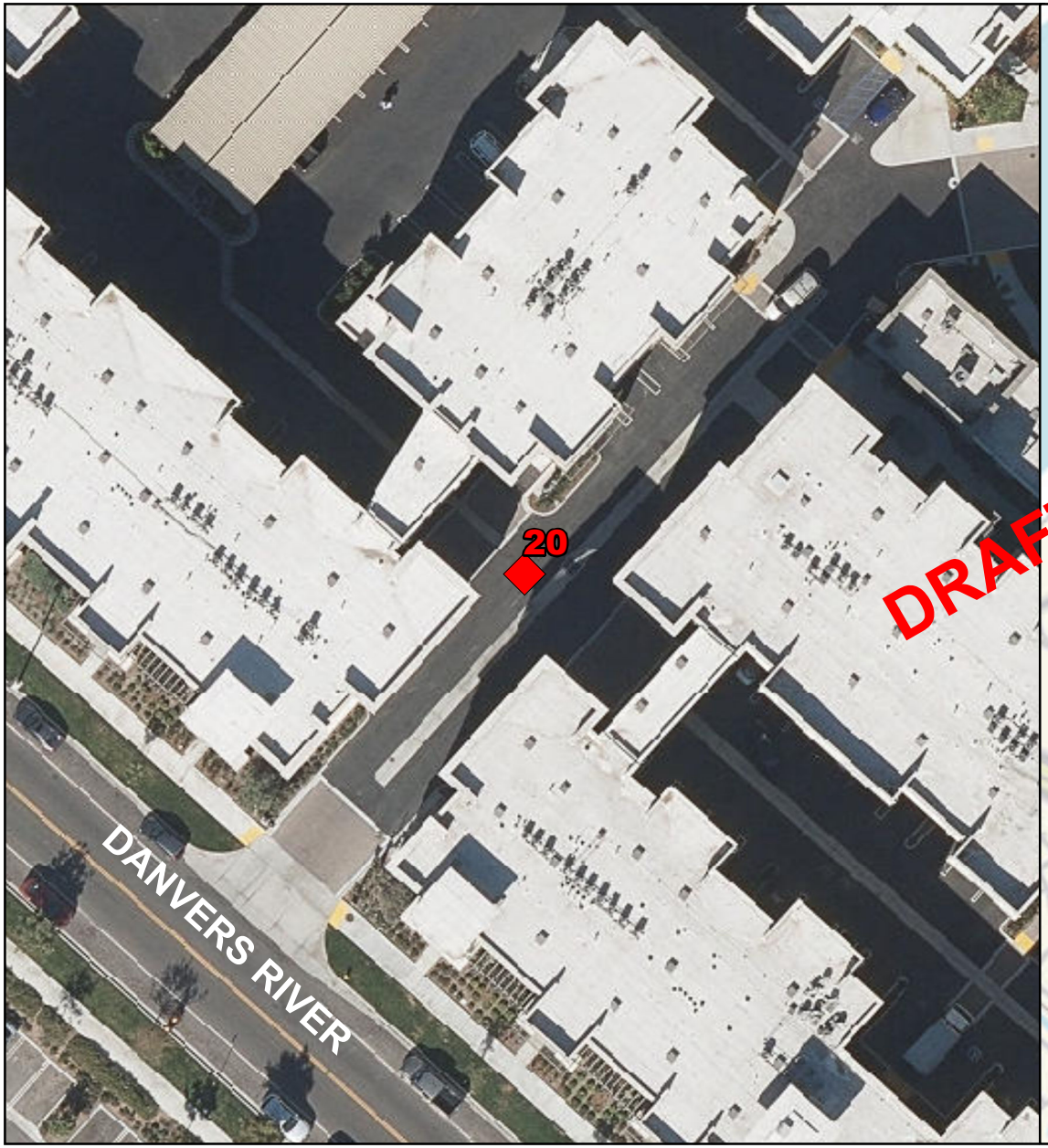
0 15 30 60 90 120 Feet

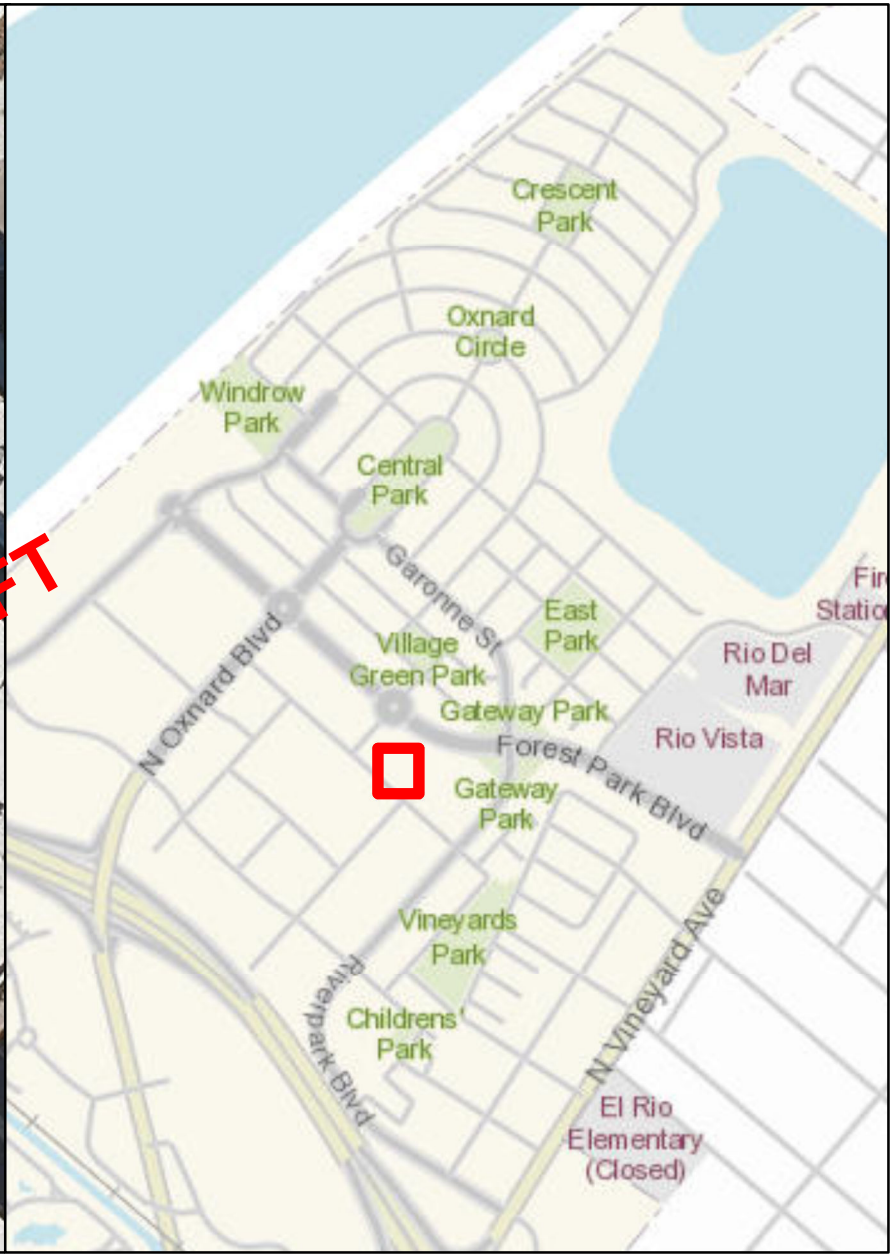


N W E S

# Filtration Unit No. 20






## STORMFILTER VAULT - 8'X16'

### Number of Cartridges is 30

**Legend**

Filtration Unit

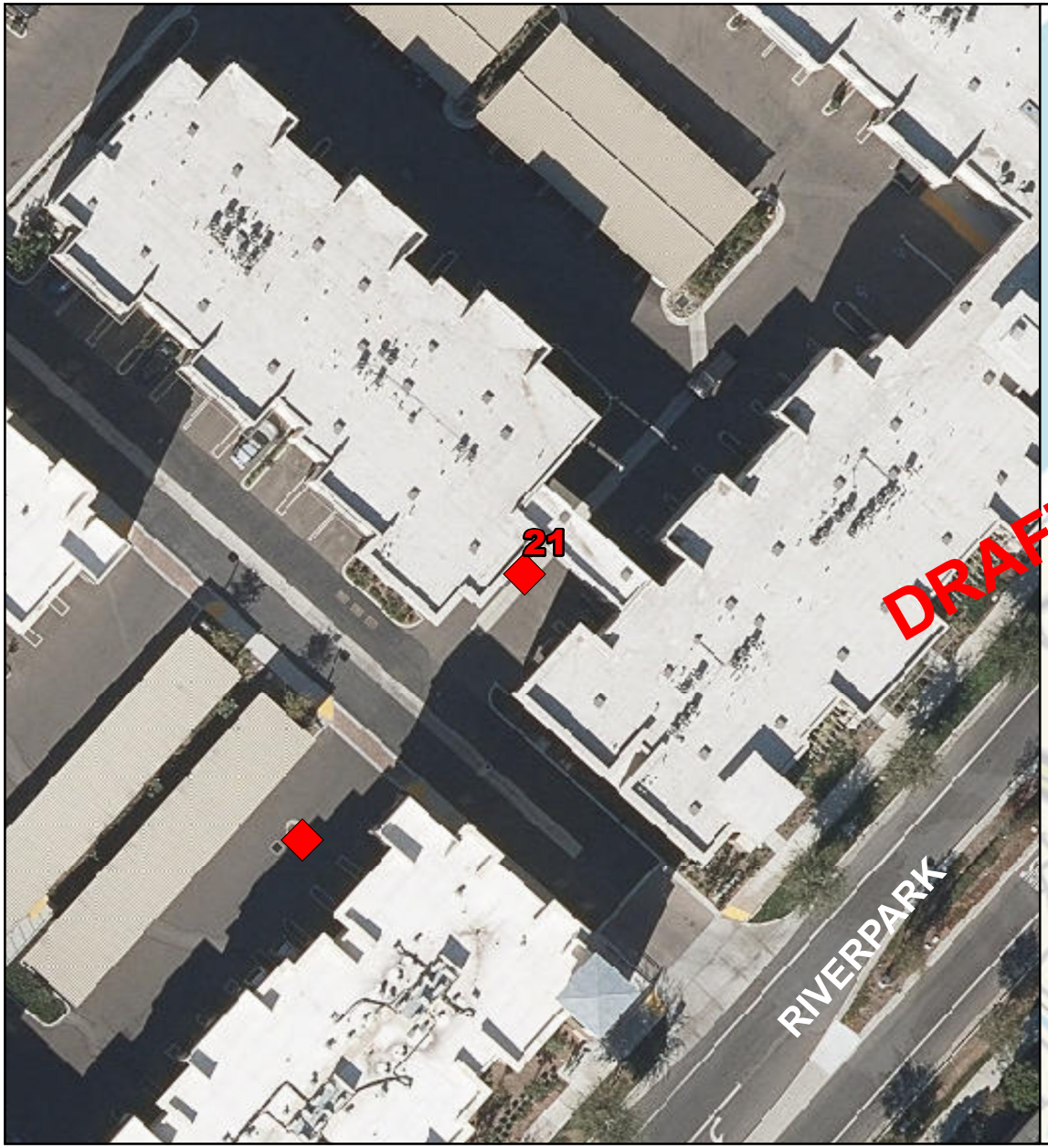
0 15 30 60 90 120 Feet

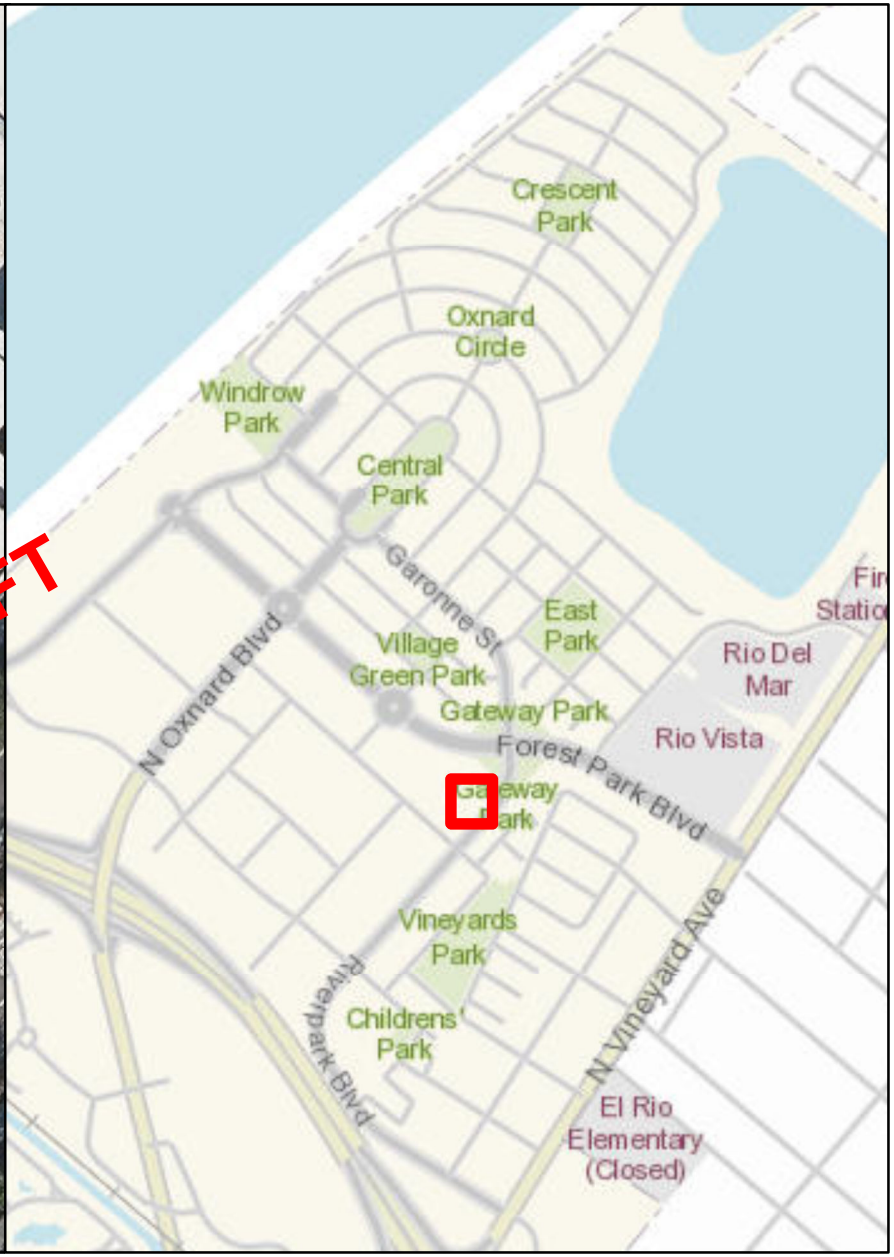


N W E S

# Filtration Unit No. 21






## STORMFILTER VAULT - 8'X11'

### Number of Cartridges is 18

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

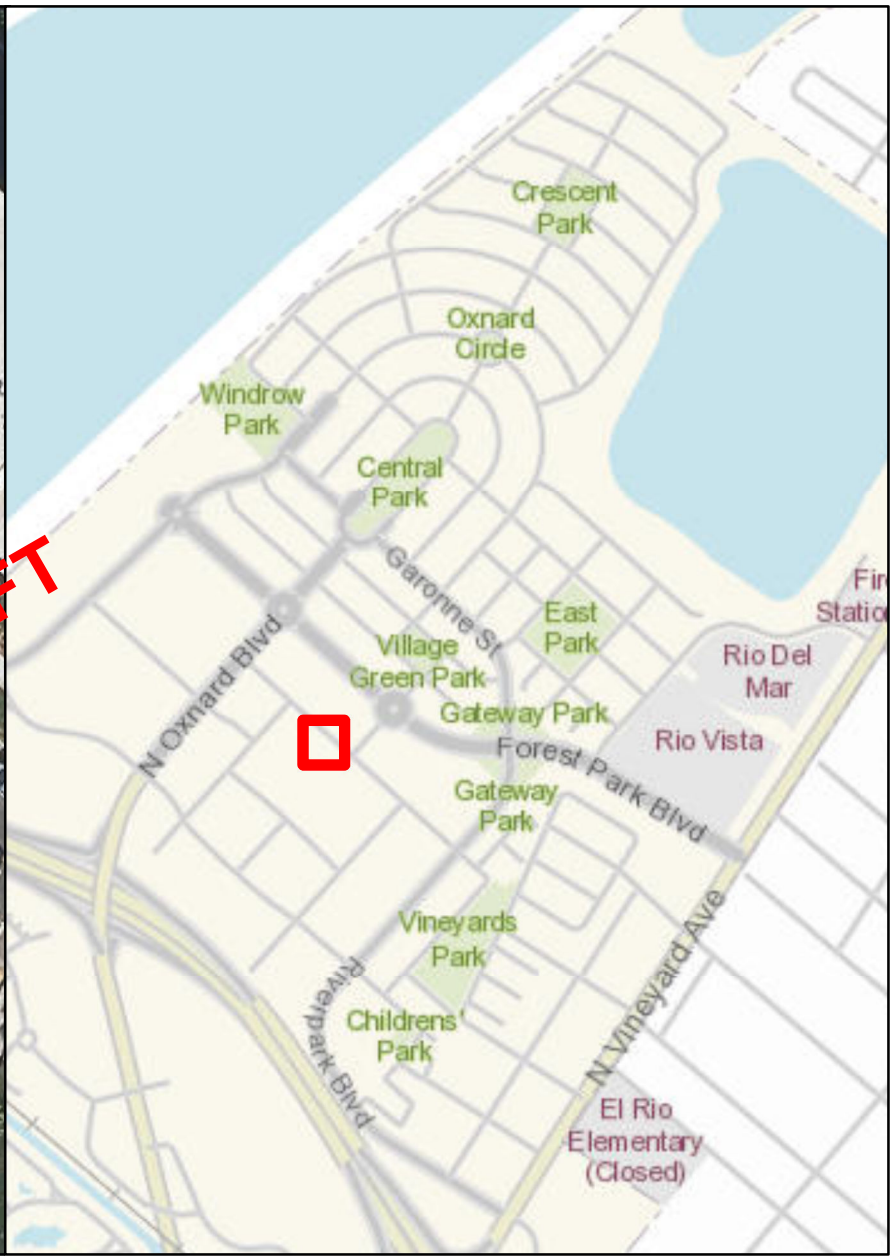


N W E S

# Filtration Unit No. 22






## STORMFILTER CATCHBASIN - 8'X14'

### Number of Cartridges is 27

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S 227

# Filtration Unit No. 23









## STORMFILTER PEAK DIVERSION - 8'X16'

### Number of Cartridges is 31

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

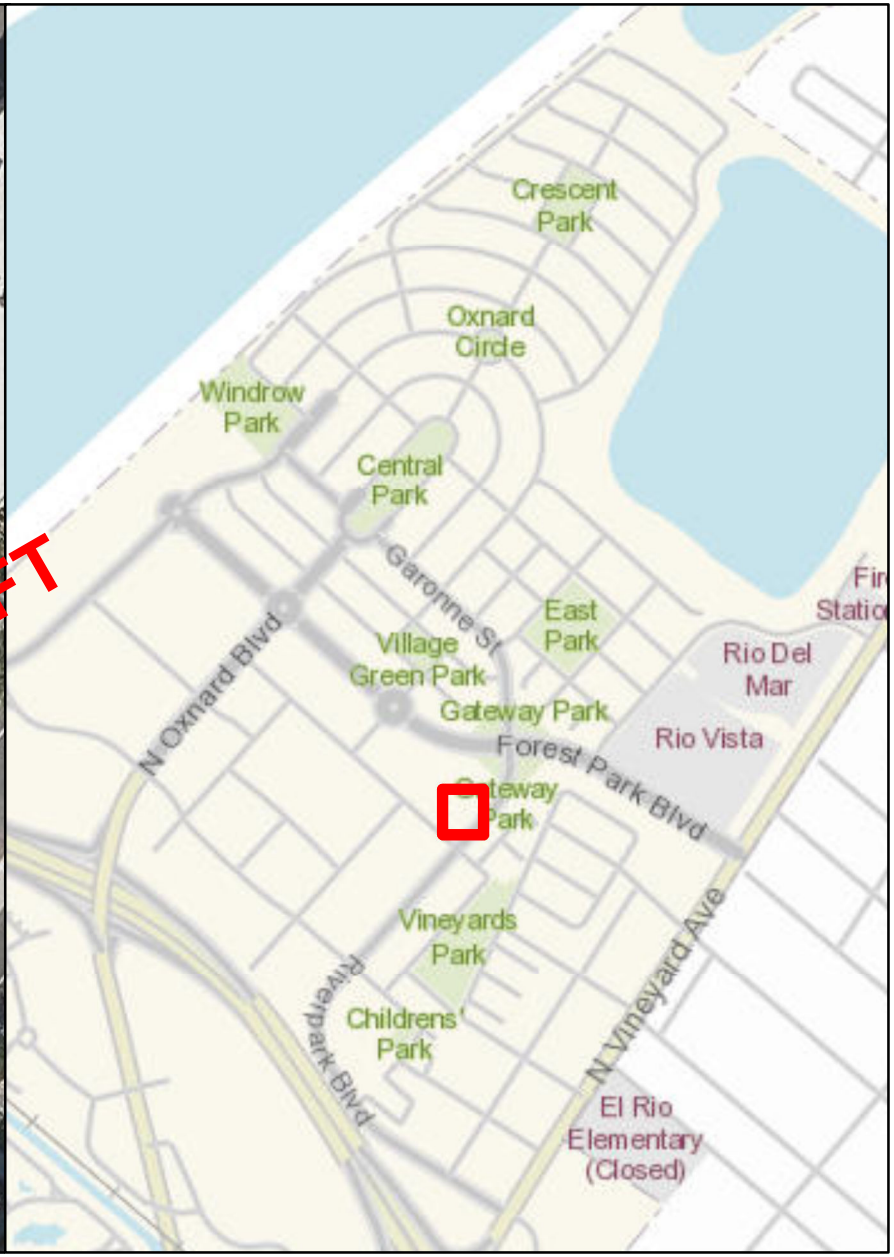


N W E S 228

# Filtration Unit No. 24






## STORMFILTER MH - 48"

Number of Cartridges is 3

**Legend**

Filtration Unit

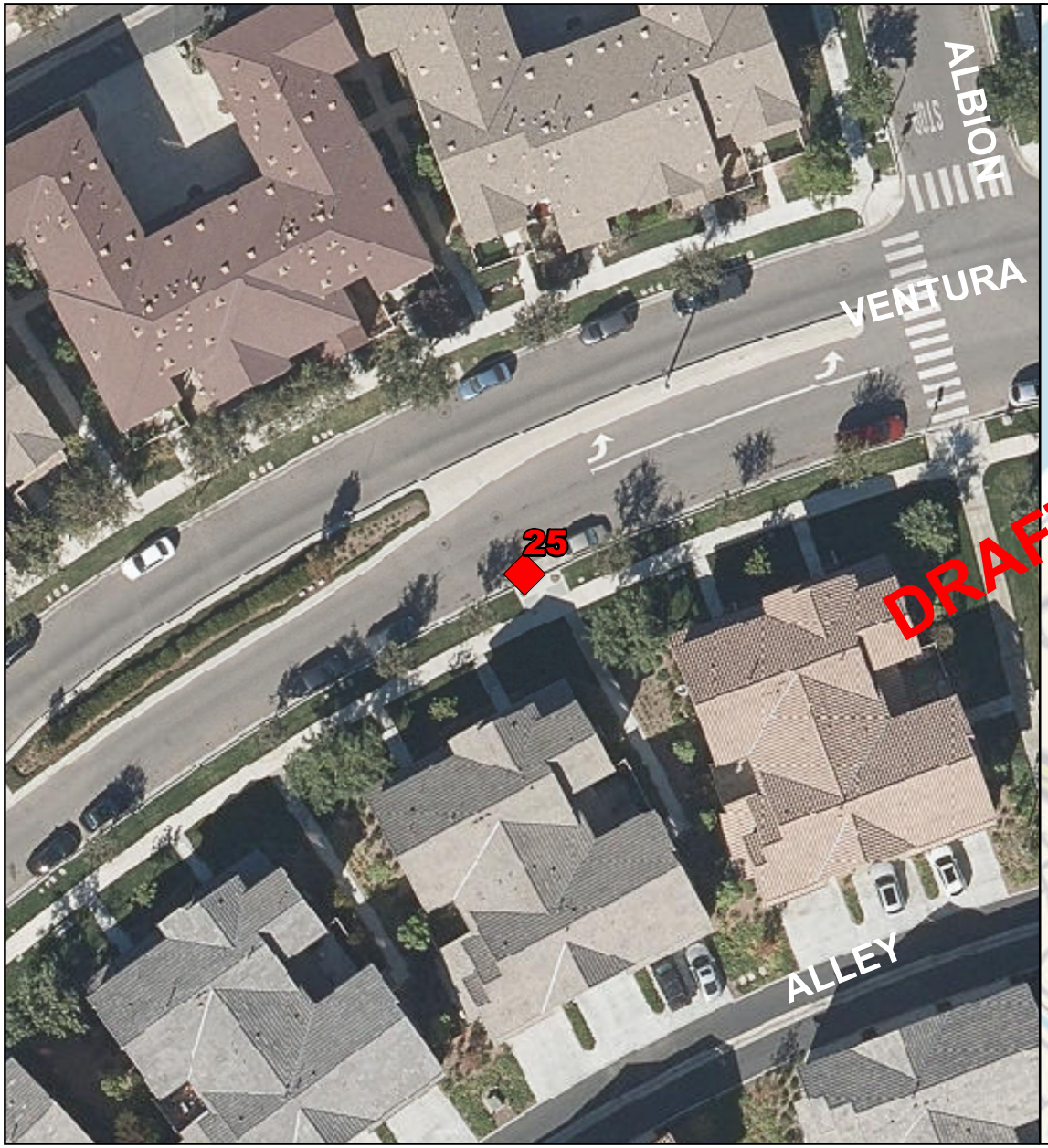
0 15 30 60 90 120 Feet

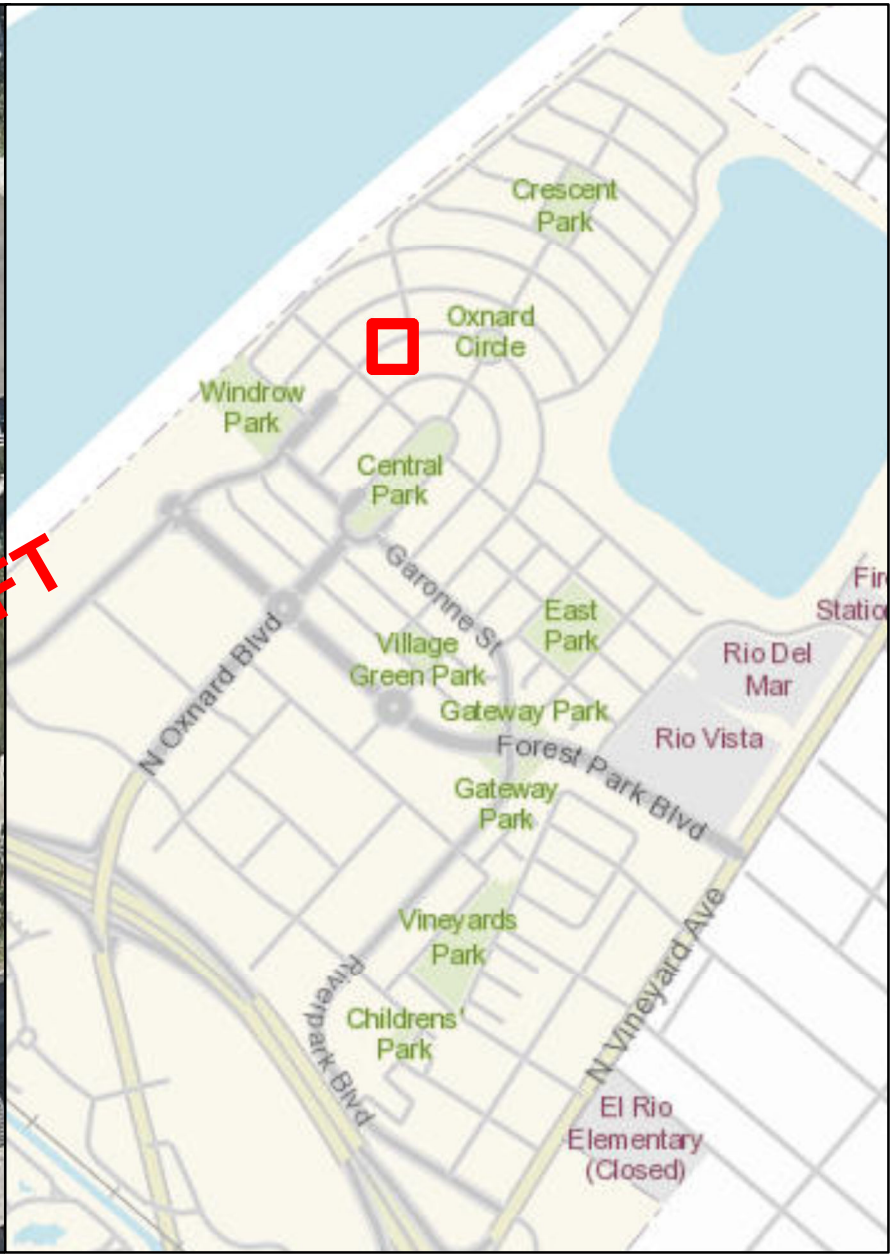


N W E S

# Filtration Unit No. 25






## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 10

**Legend**

Filtration Unit

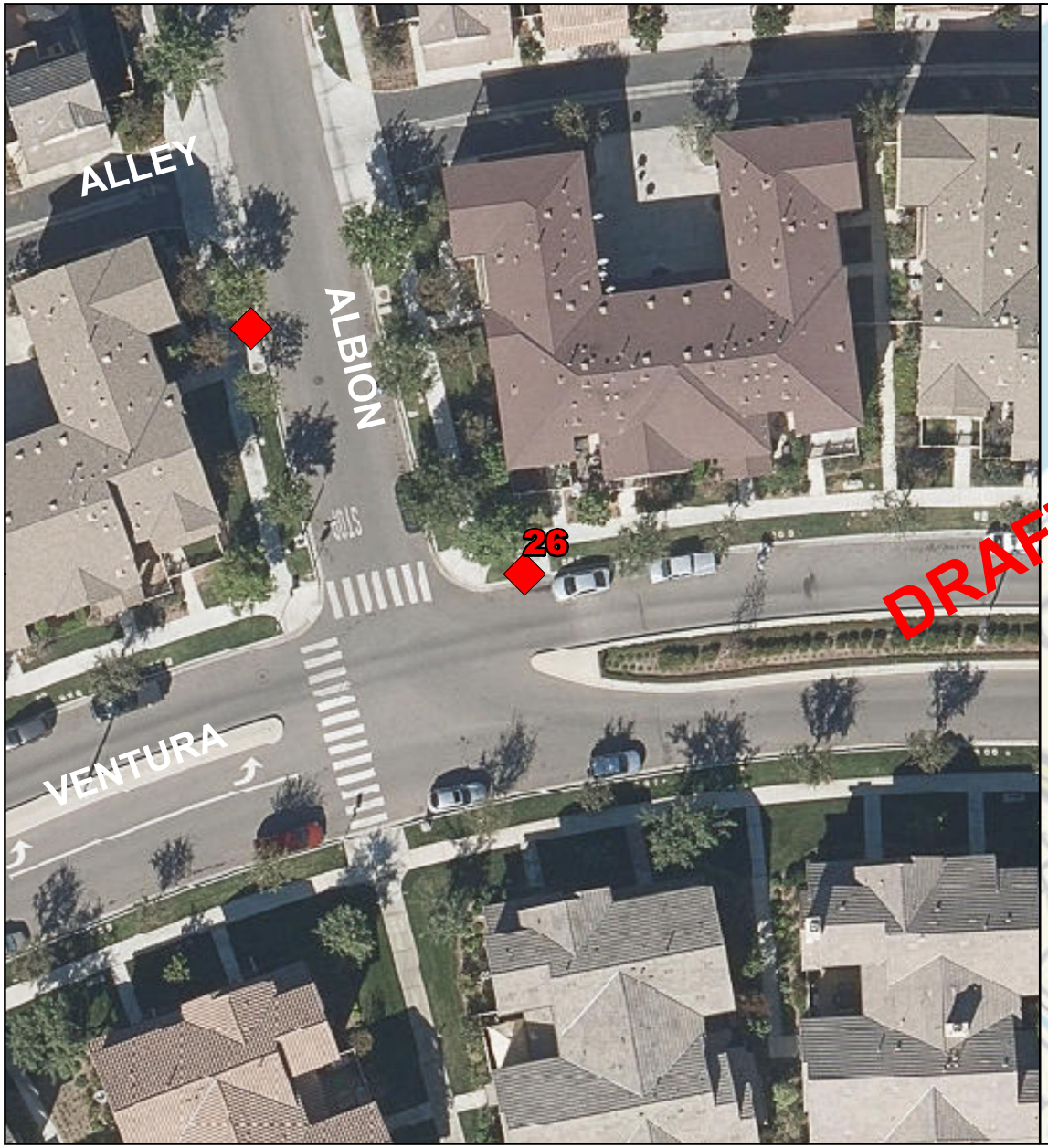
0 15 30 60 90 120 Feet

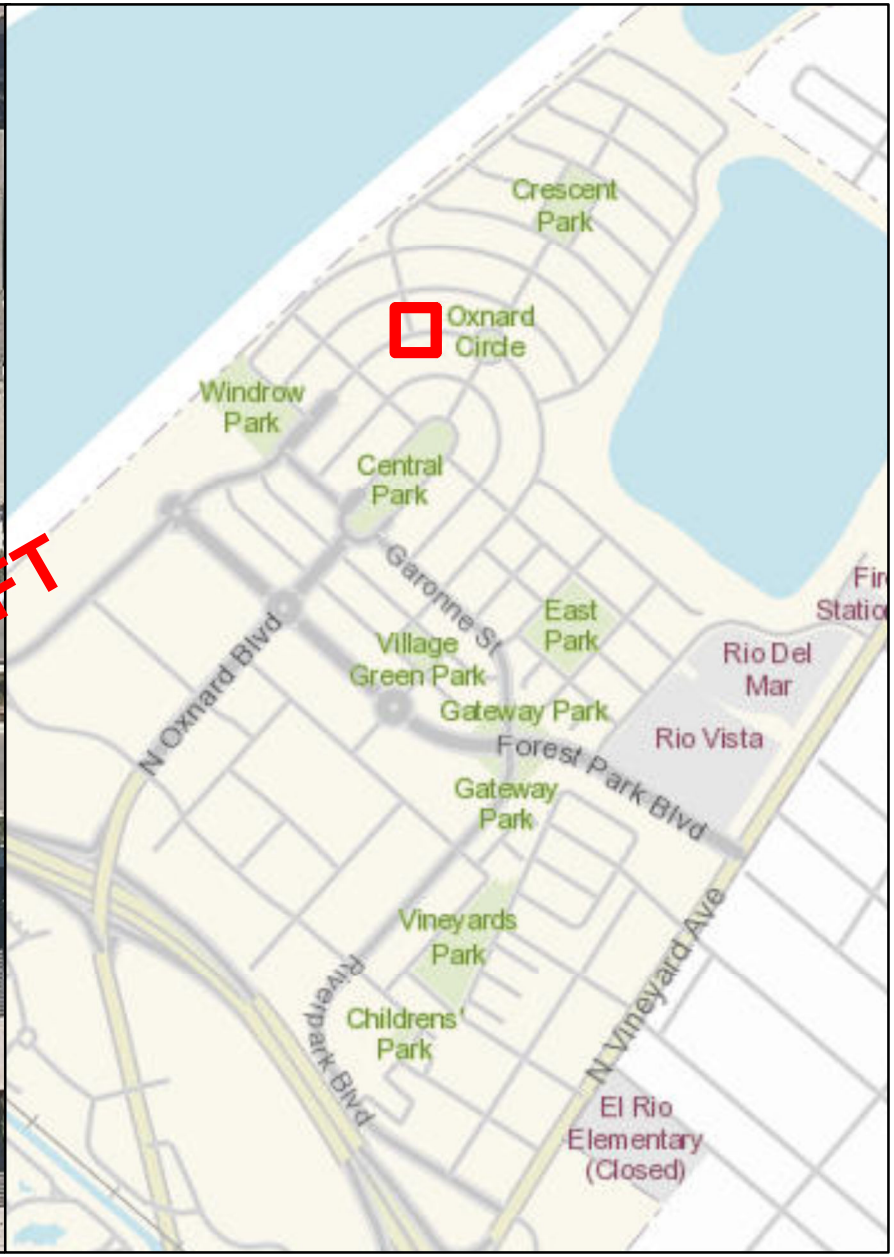


N W E S

# Filtration Unit No. 26






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 27









## STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 18

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 28









## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 10

**Legend**

Filtration Unit

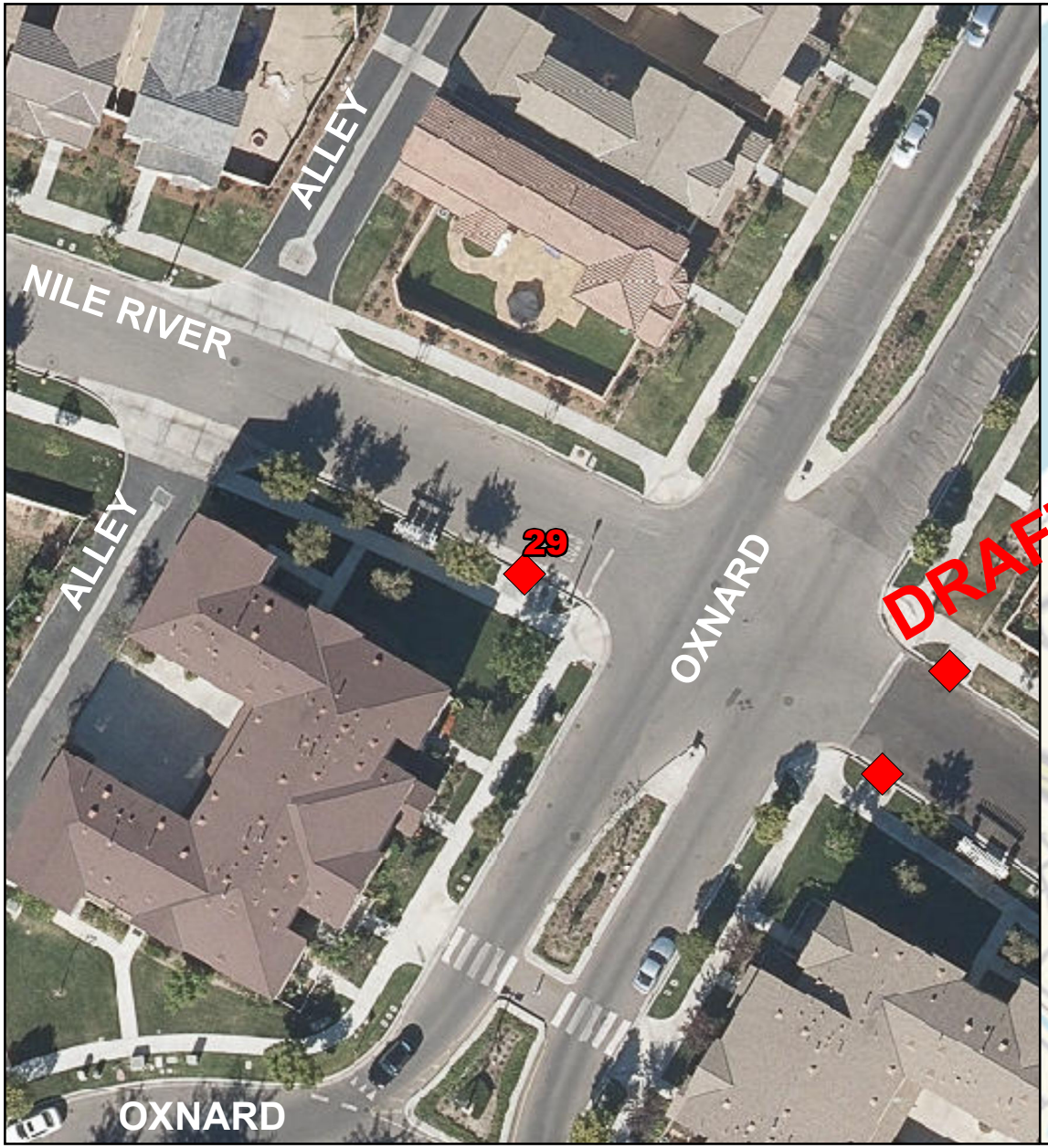
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 29









## STORMFILTER CATCHBASIN - 6'X15'

### Number of Cartridges is 15

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 30









## STORMFILTER CATCHBASIN - 8'X16'

### Number of Cartridges is 21

**Legend**

Filtration Unit

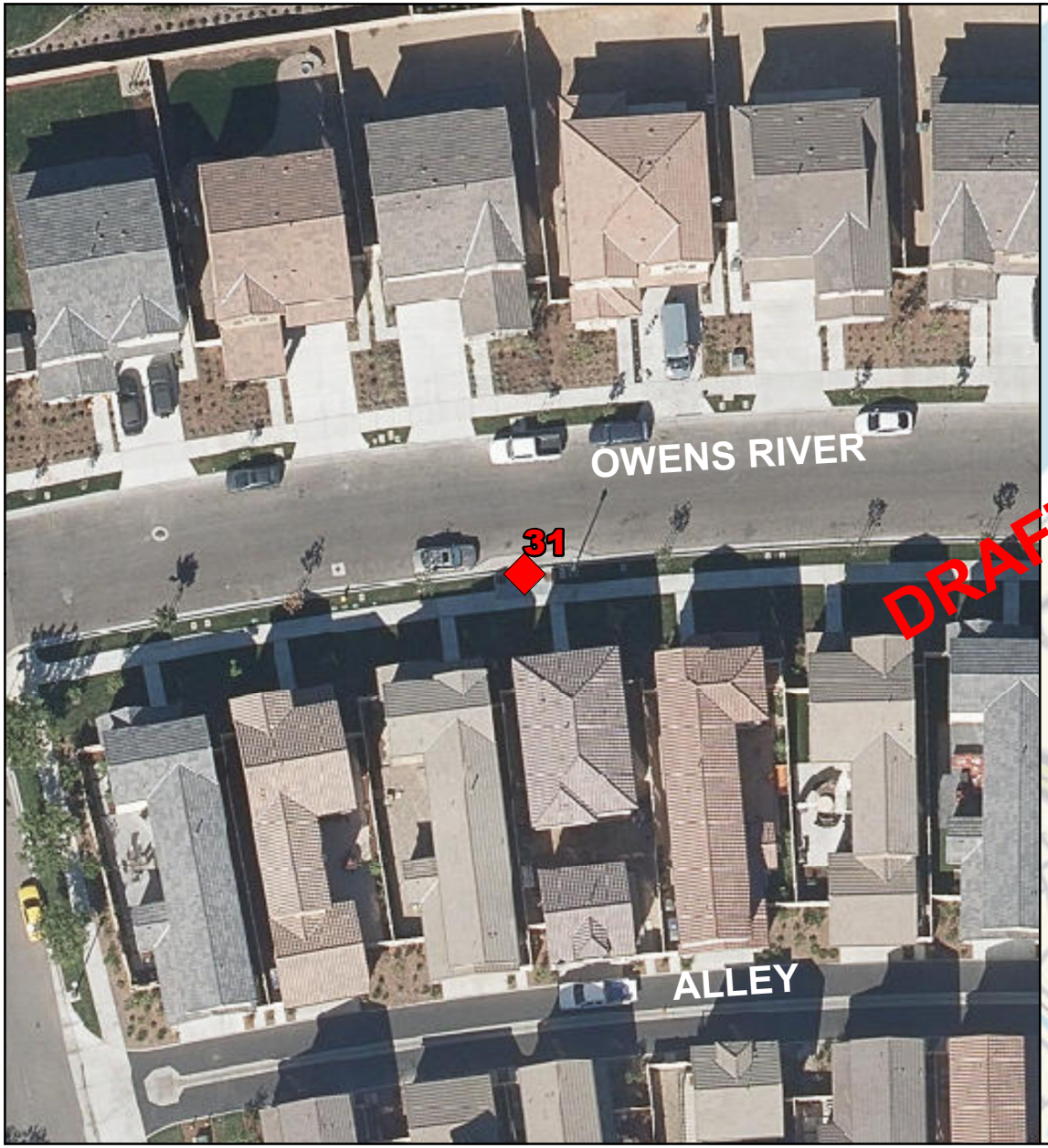
0 15 30 60 90 120 Feet

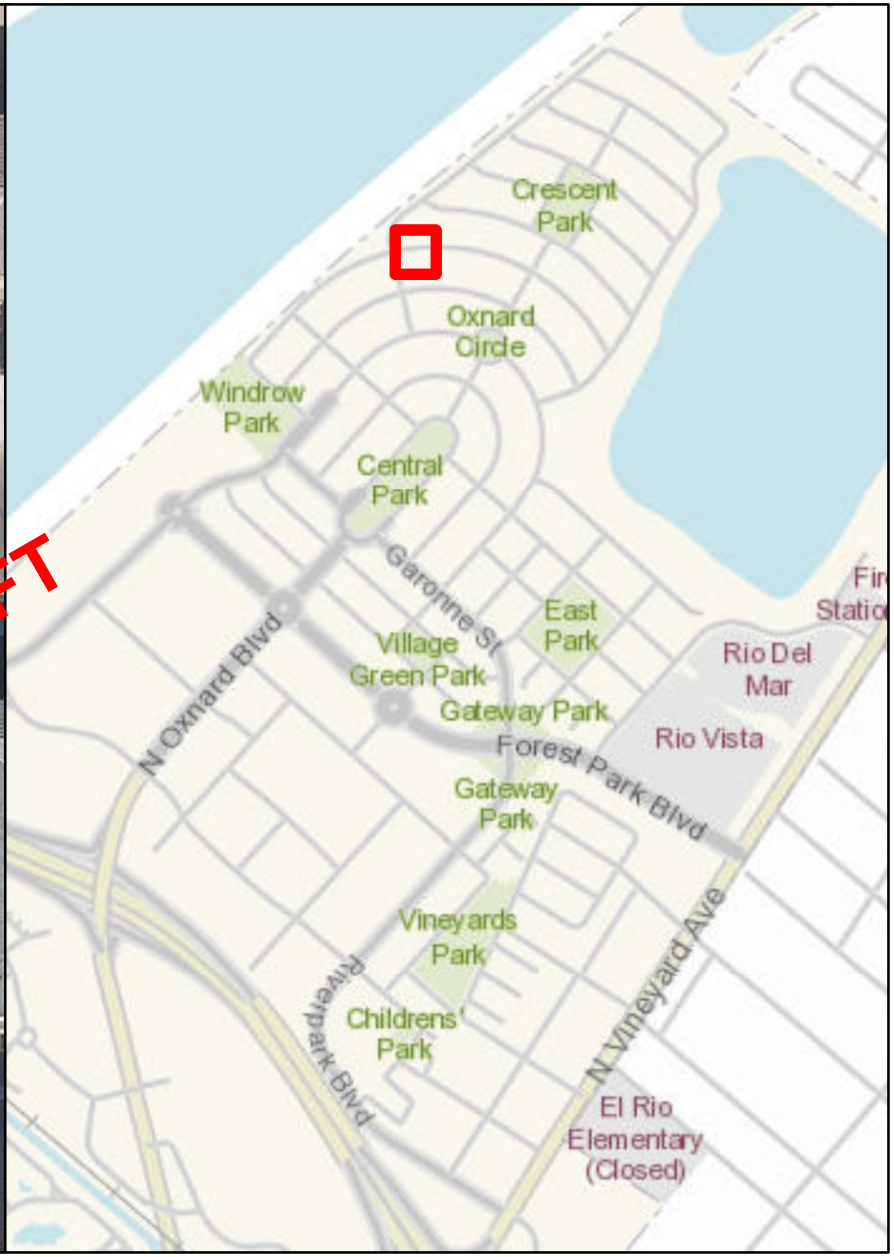


N W E S

# Filtration Unit No. 31






## STORMFILTER CATCHBASIN - 6'X15'

### Number of Cartridges is 14

**Legend**

Filtration Unit

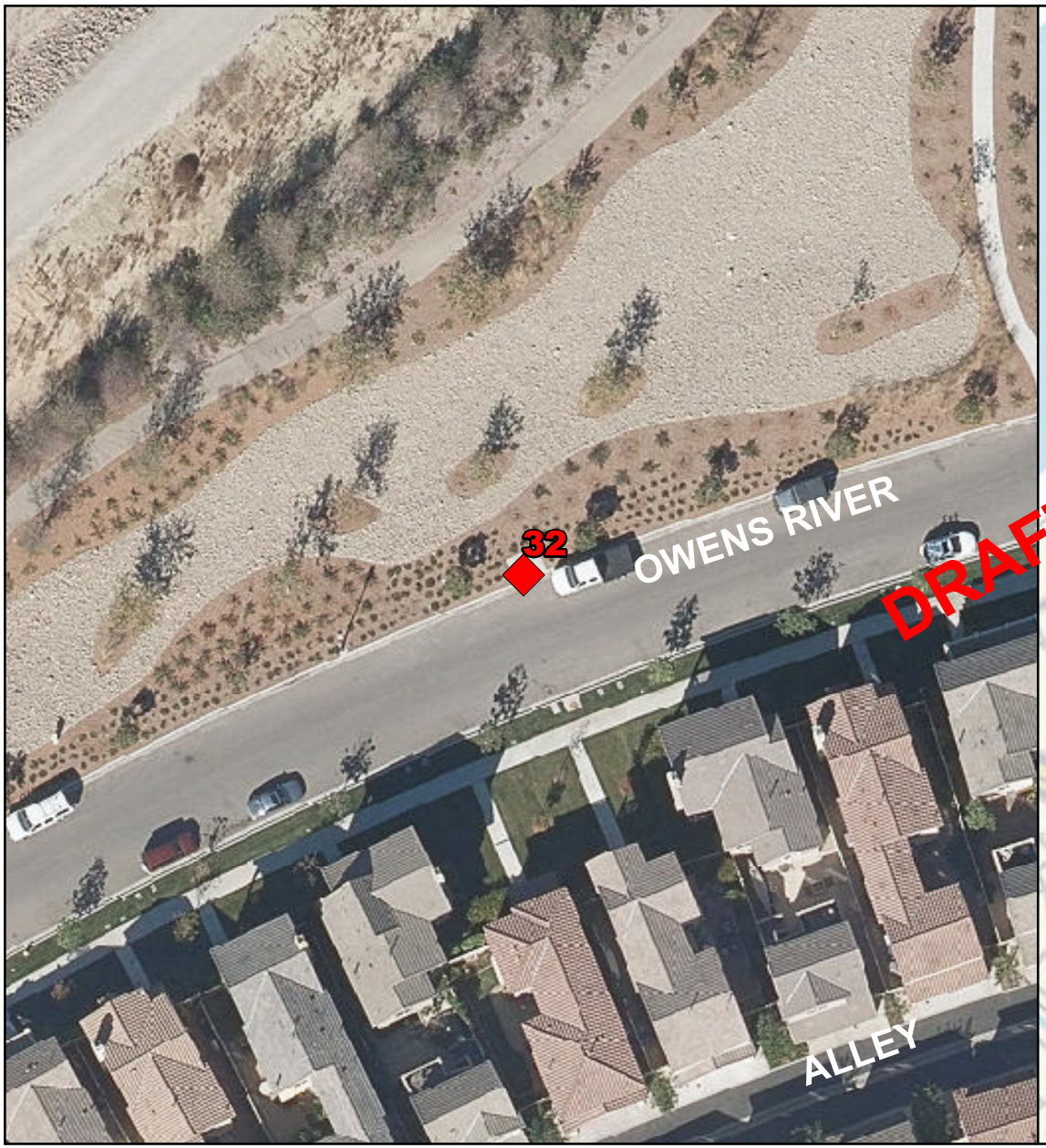
0 15 30 60 90 120 Feet

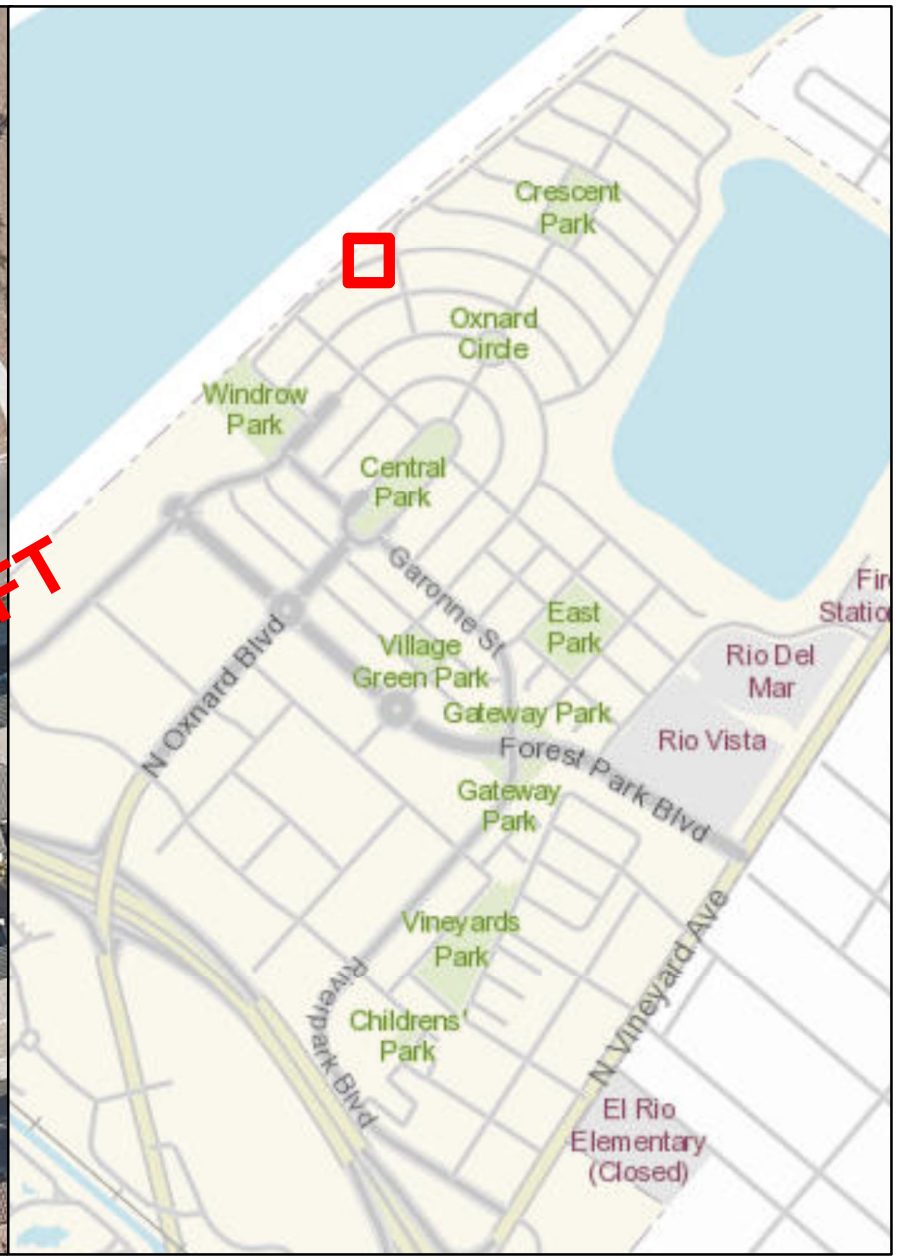


N W E S

# Filtration Unit No. 32






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 33









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

**Legend**

Filtration Unit

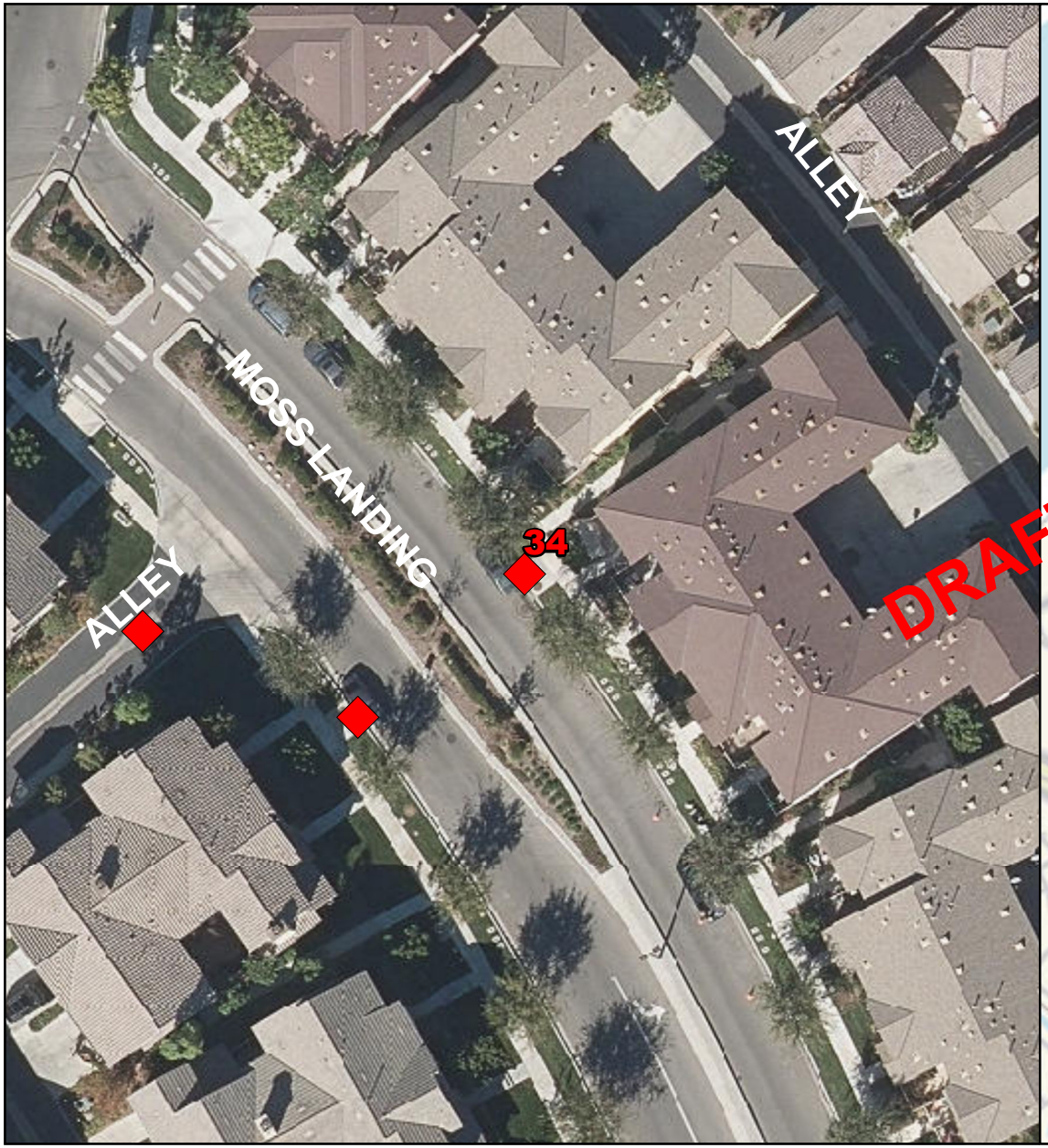
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 34









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

**Legend**

Filtration Unit

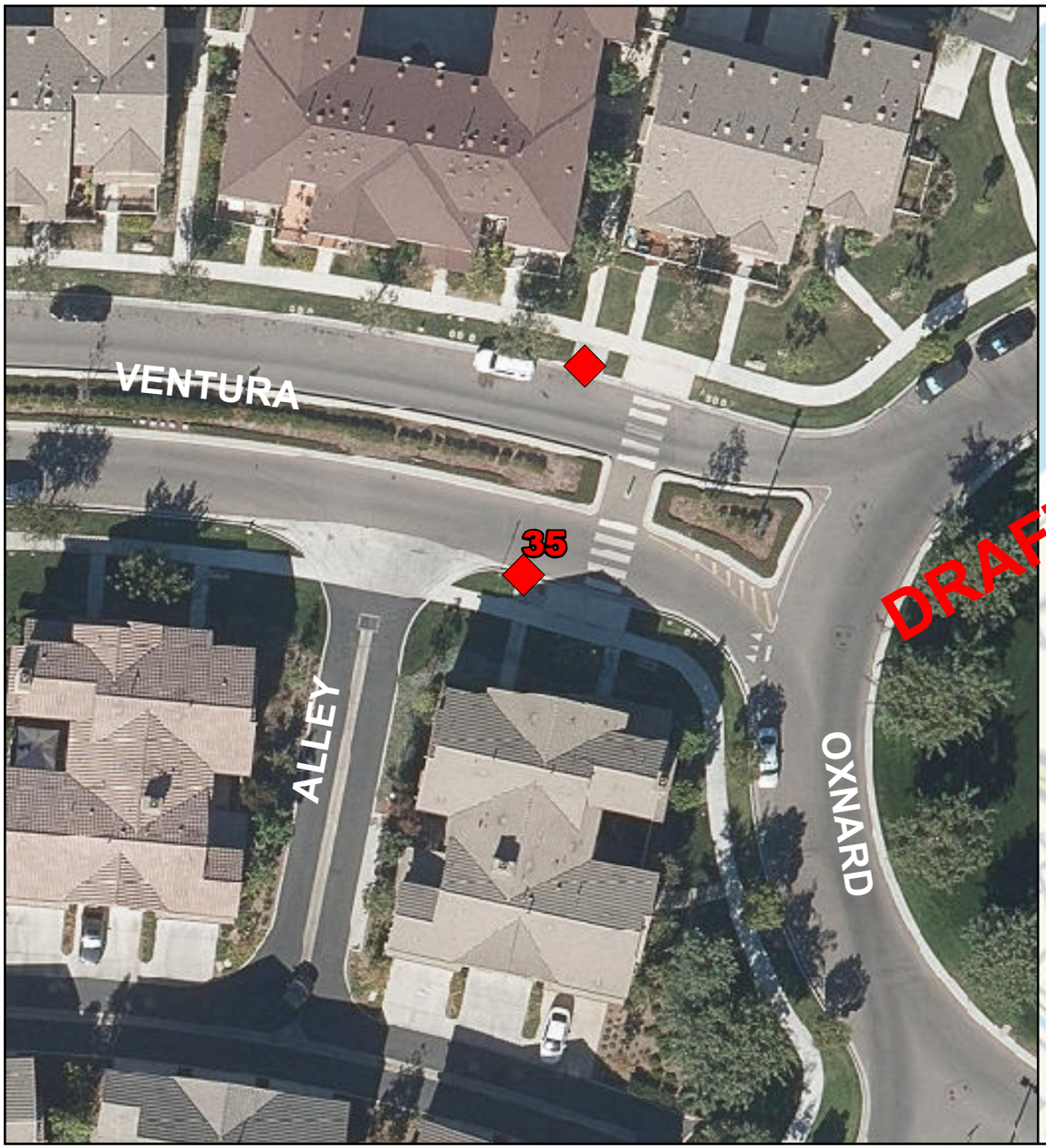
0 15 30 60 90 120 Feet

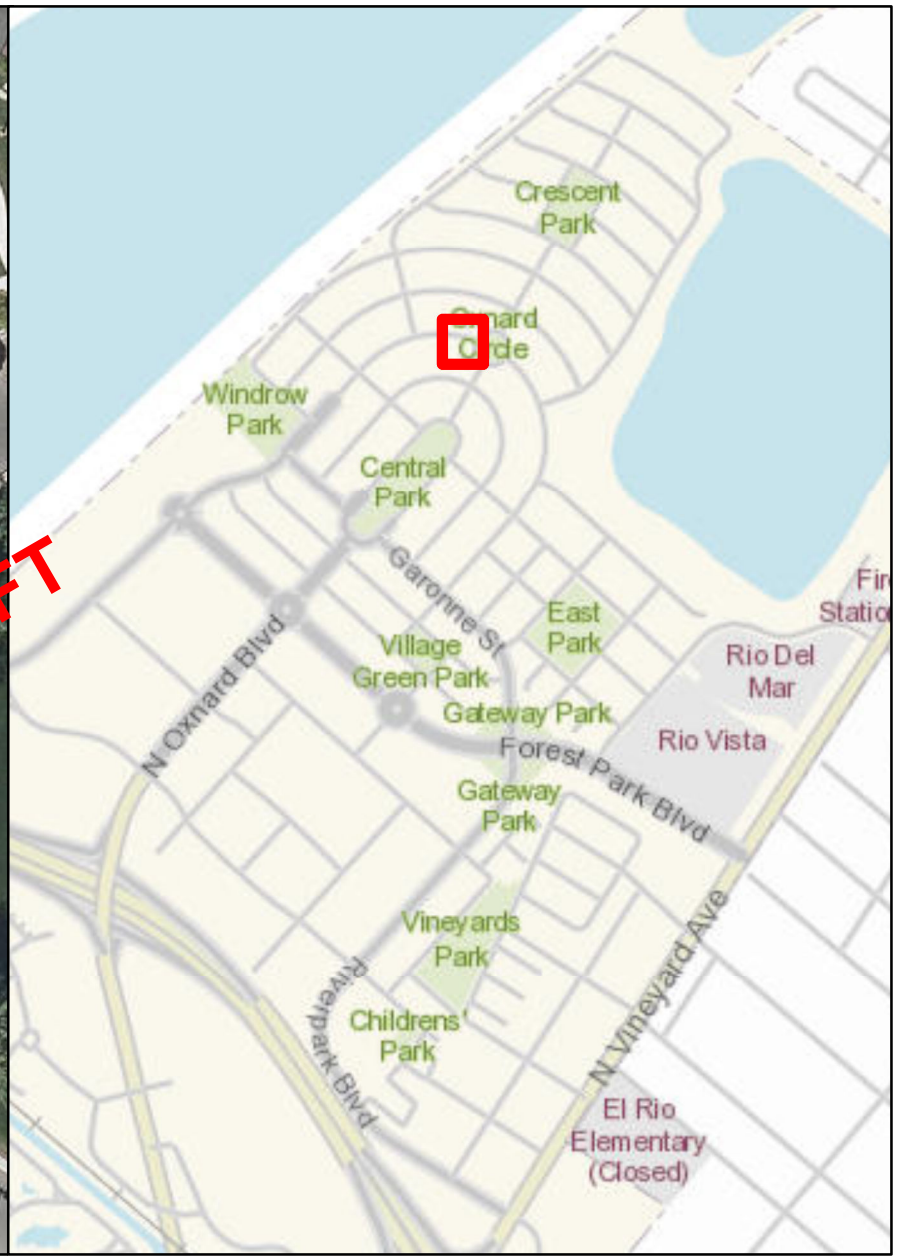


N W E S

# Filtration Unit No. 35






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

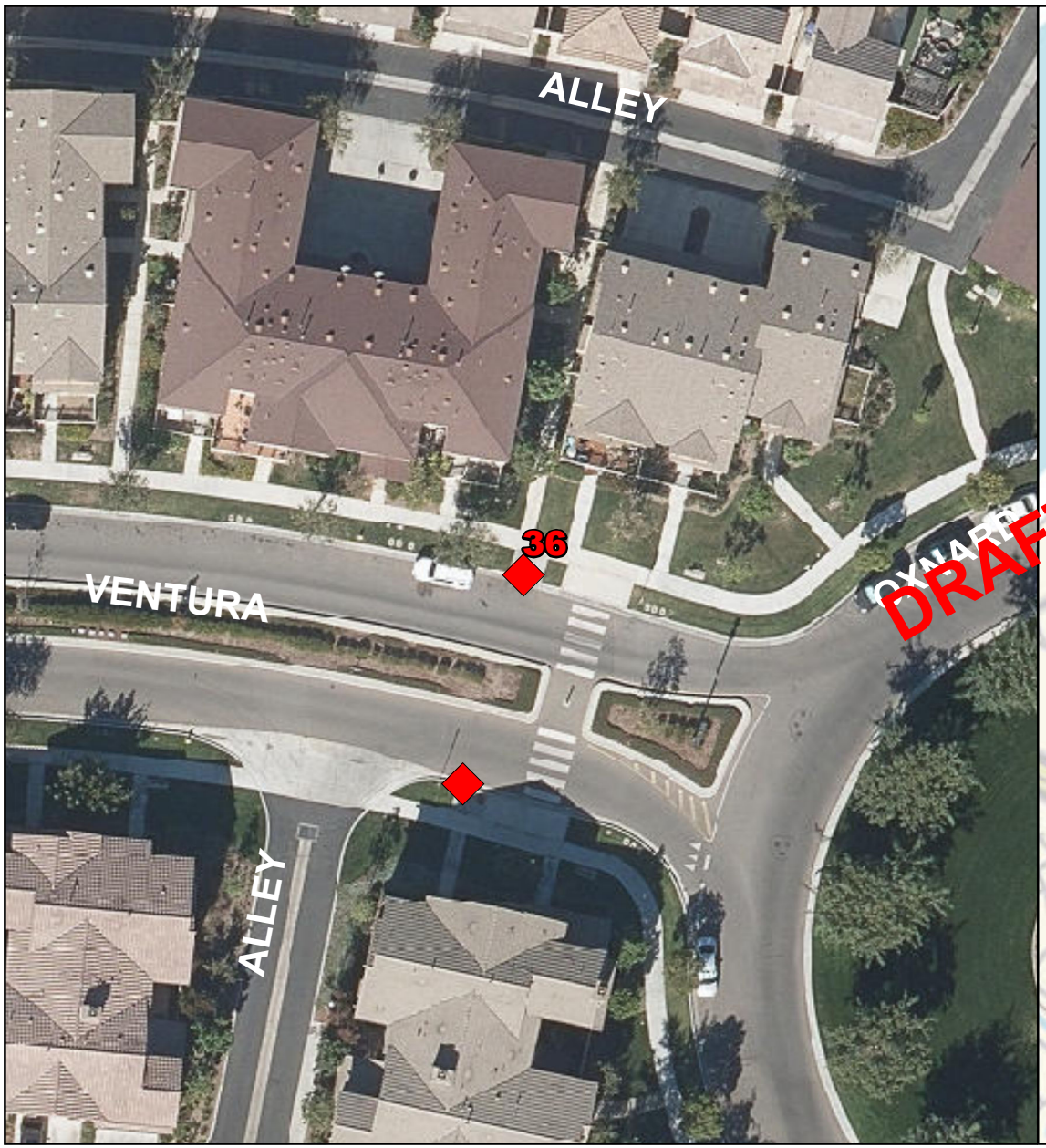


N W E S

240

# Filtration Unit No. 36









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

**Legend**

Filtration Unit

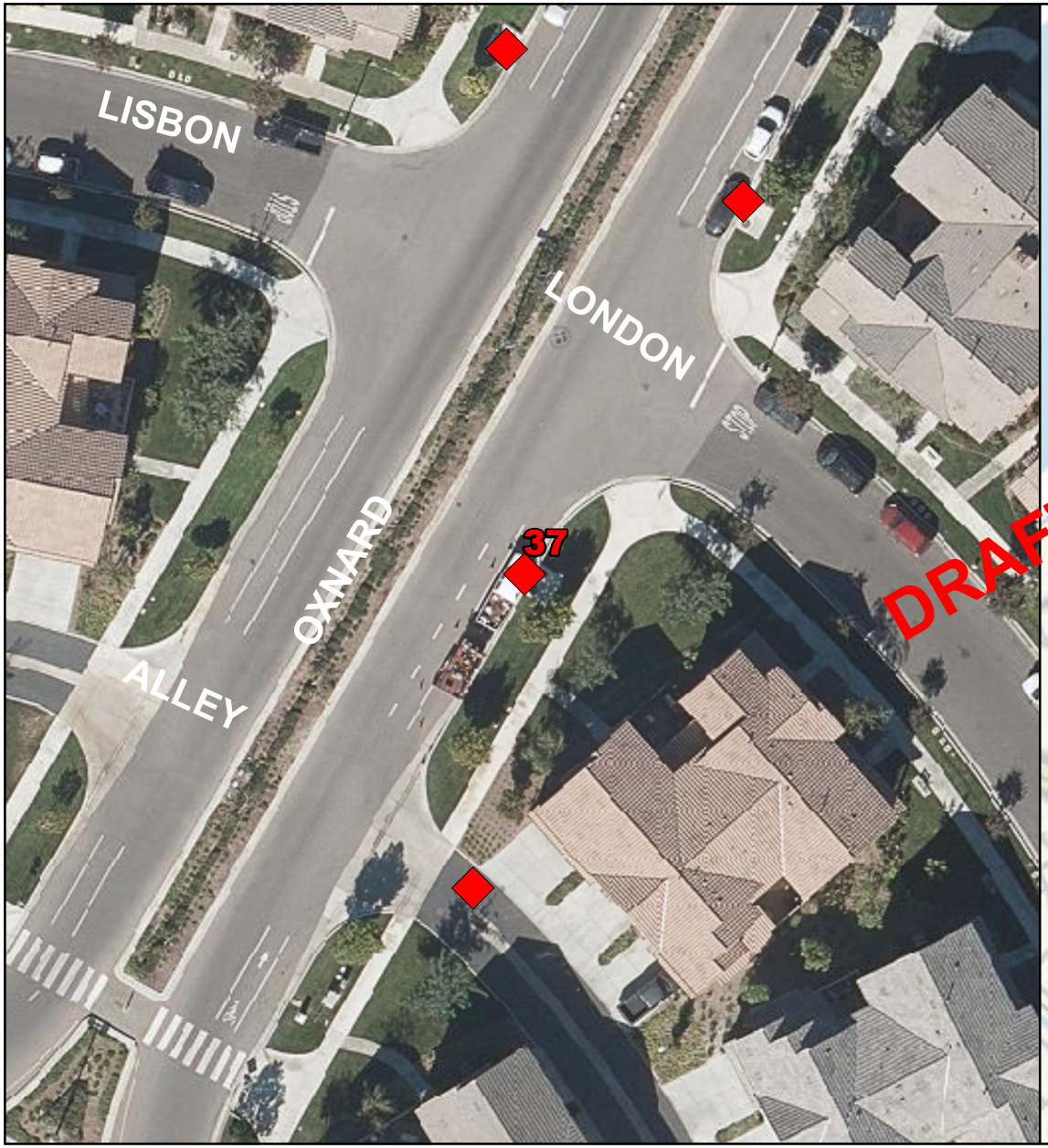
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 37









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

**Legend**

Filtration Unit

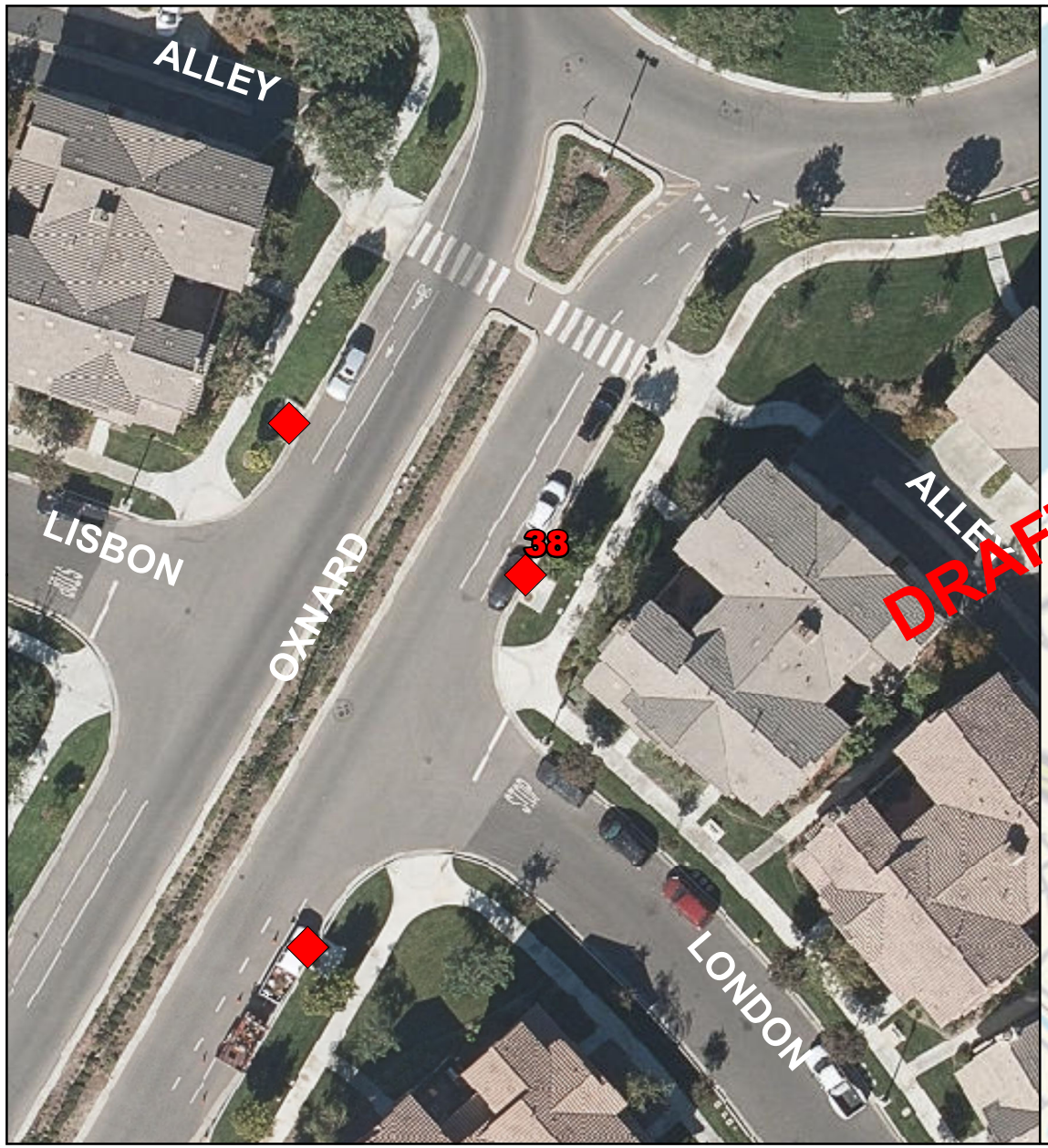
0 15 30 60 90 120 Feet

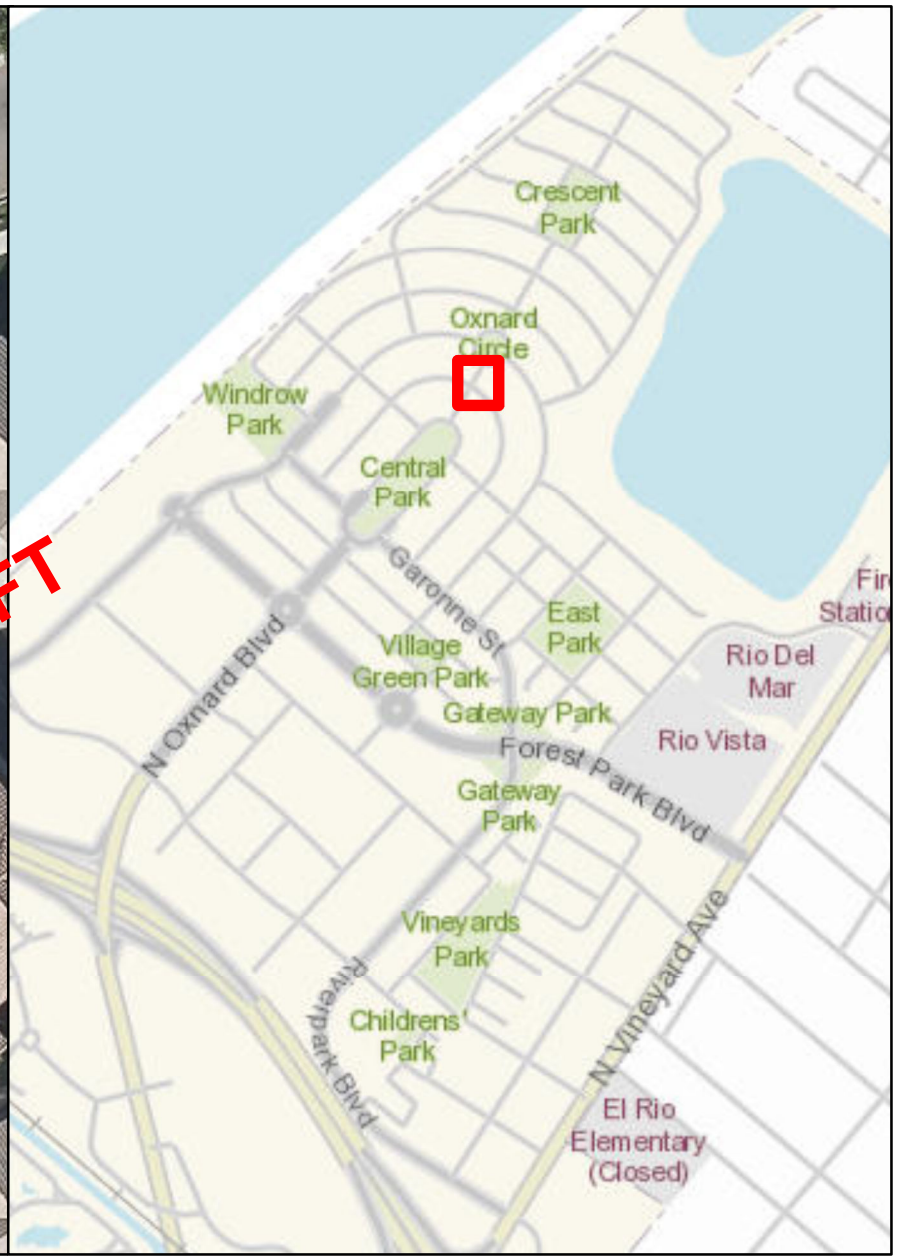


N W E S

# Filtration Unit No. 38






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

**Legend**

Filtration Unit

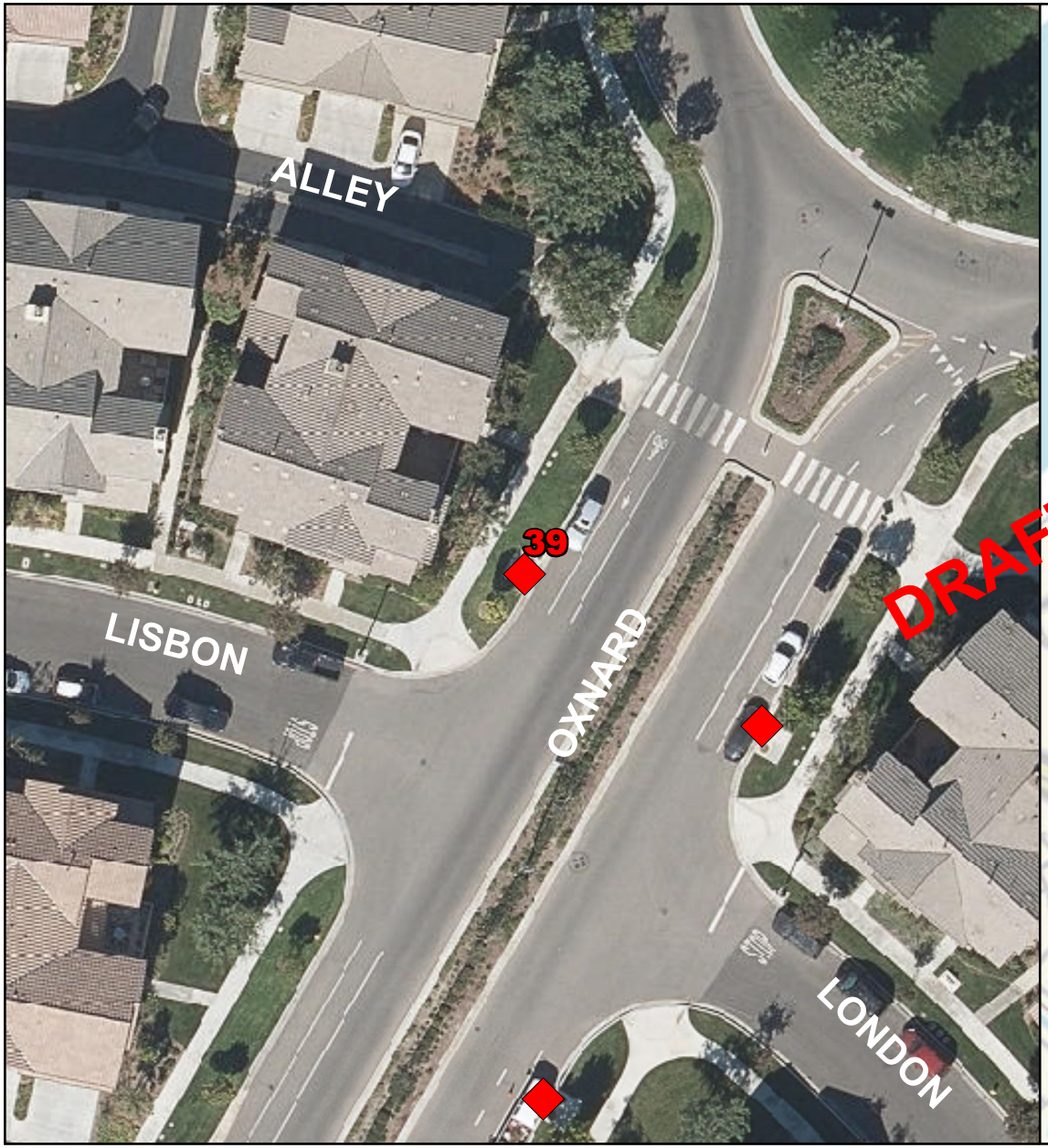
0 15 30 60 90 120 Feet

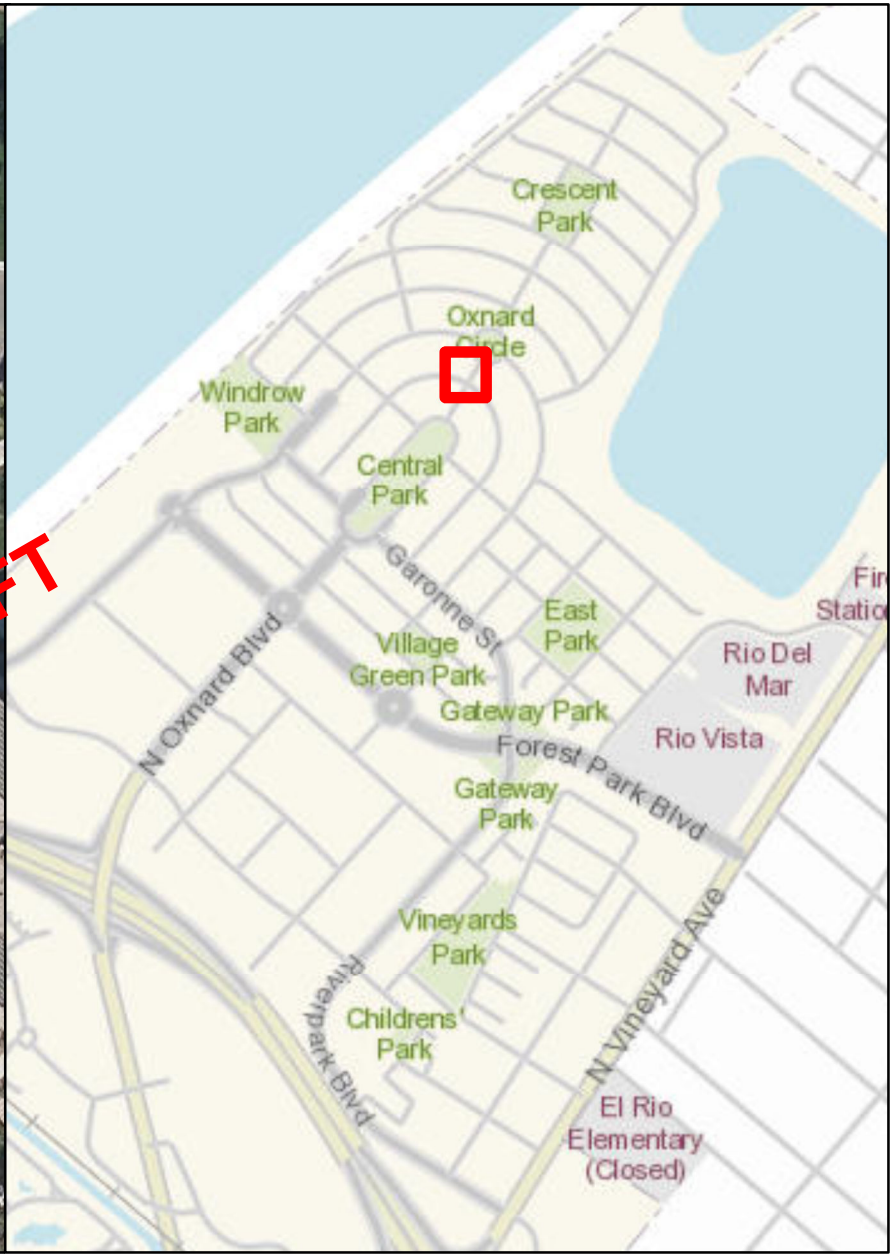


N W E S

# Filtration Unit No. 39






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

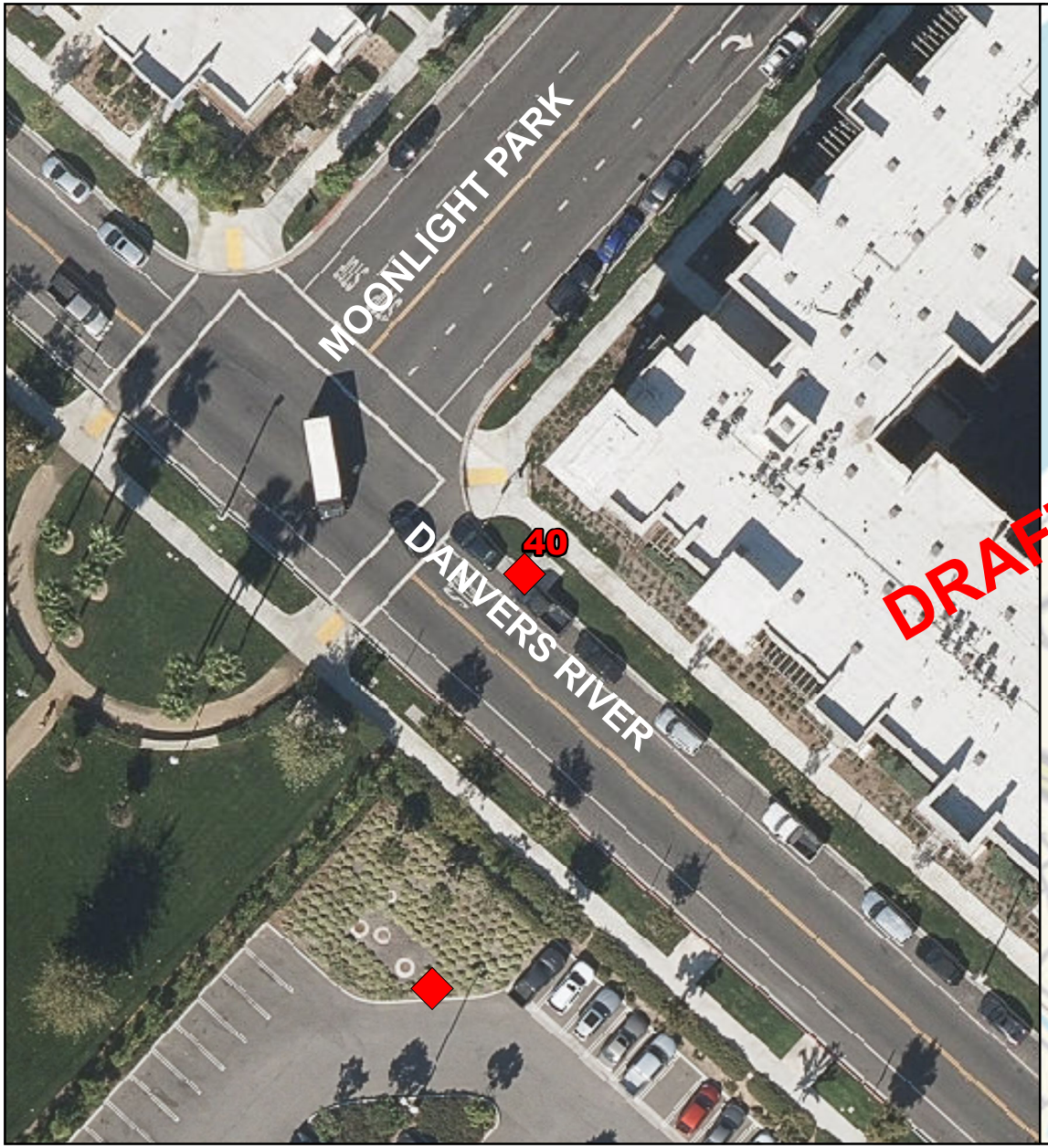
0 15 30 60 90 120 Feet

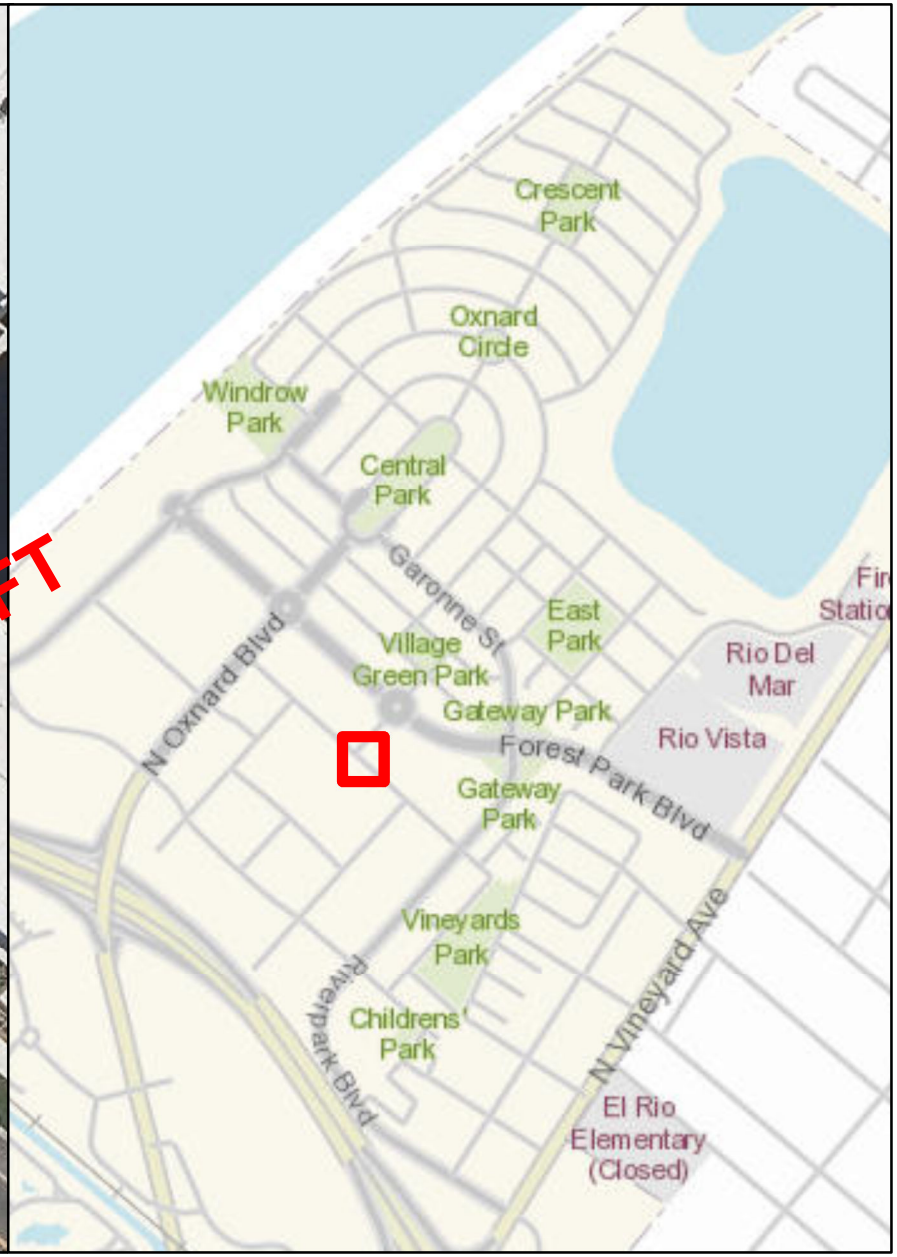


N W E S

# Filtration Unit No. 40






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

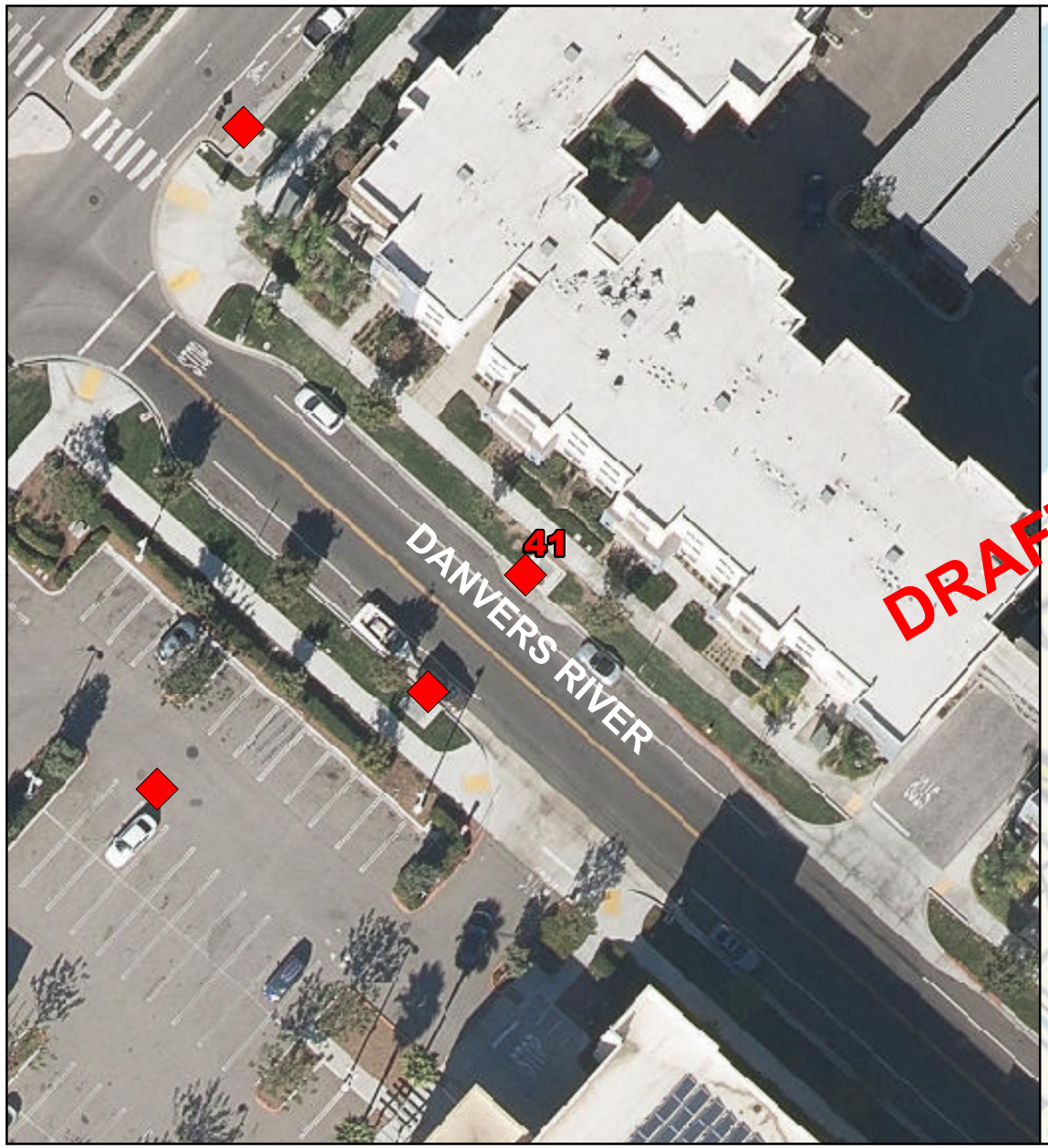
0 15 30 60 90 120 Feet

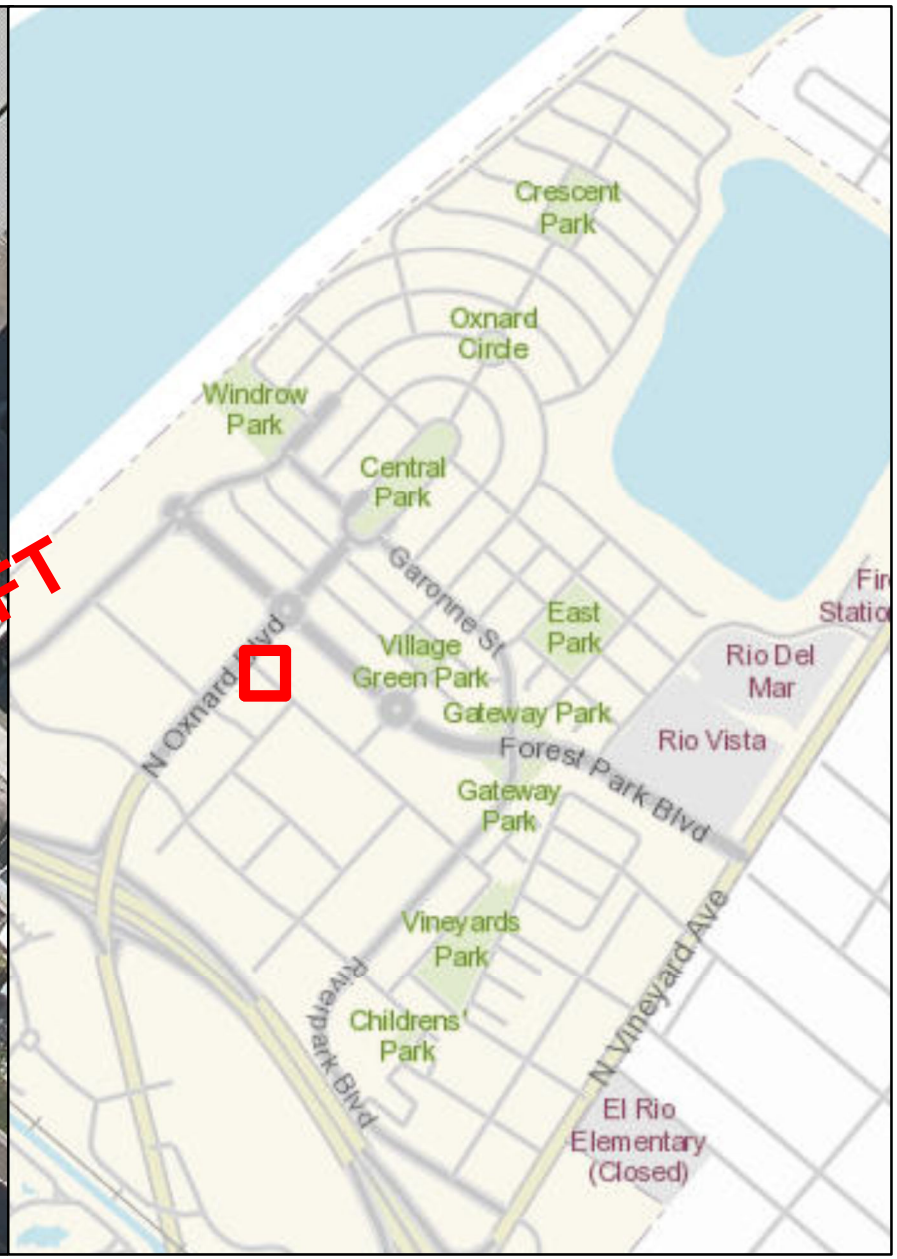


N W E S

# Filtration Unit No. 41






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

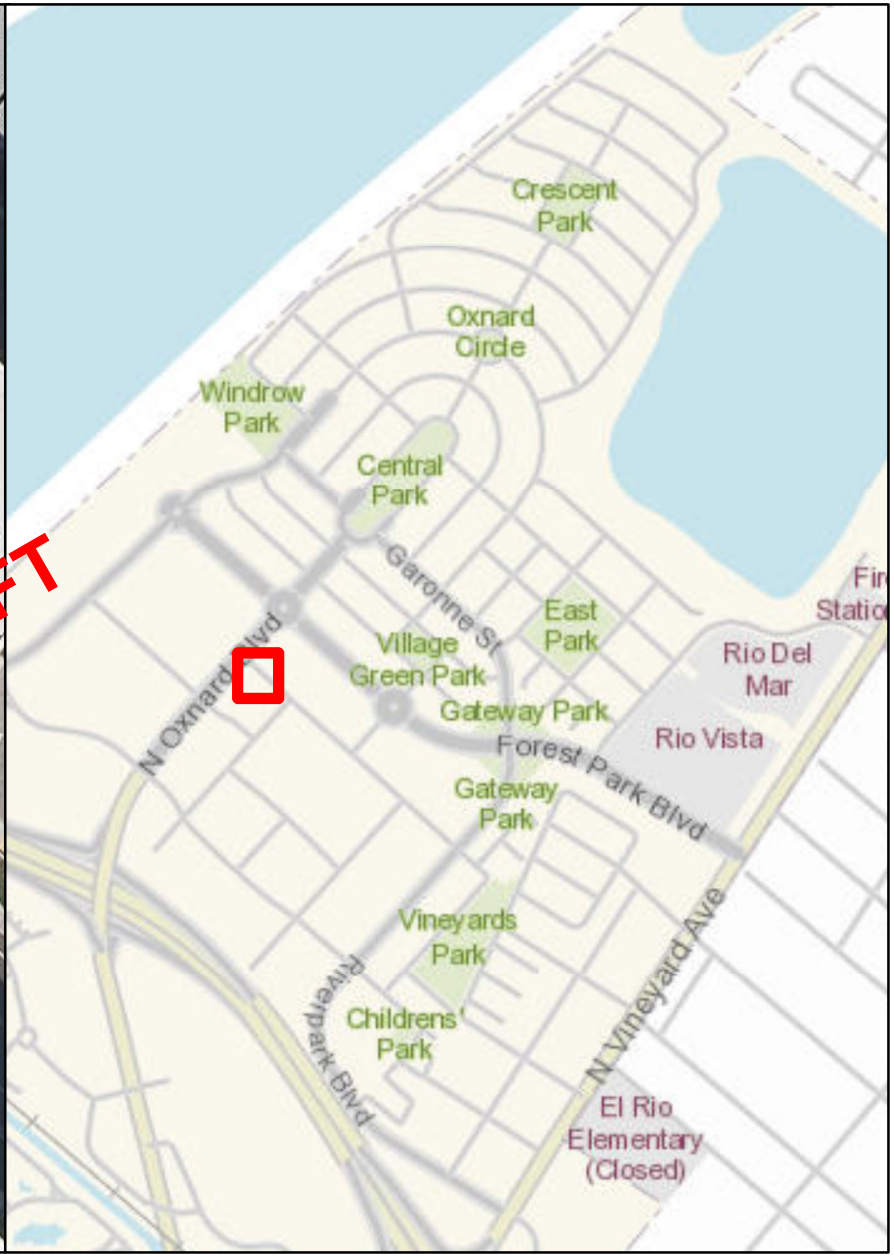


N W E S

# Filtration Unit No. 42






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

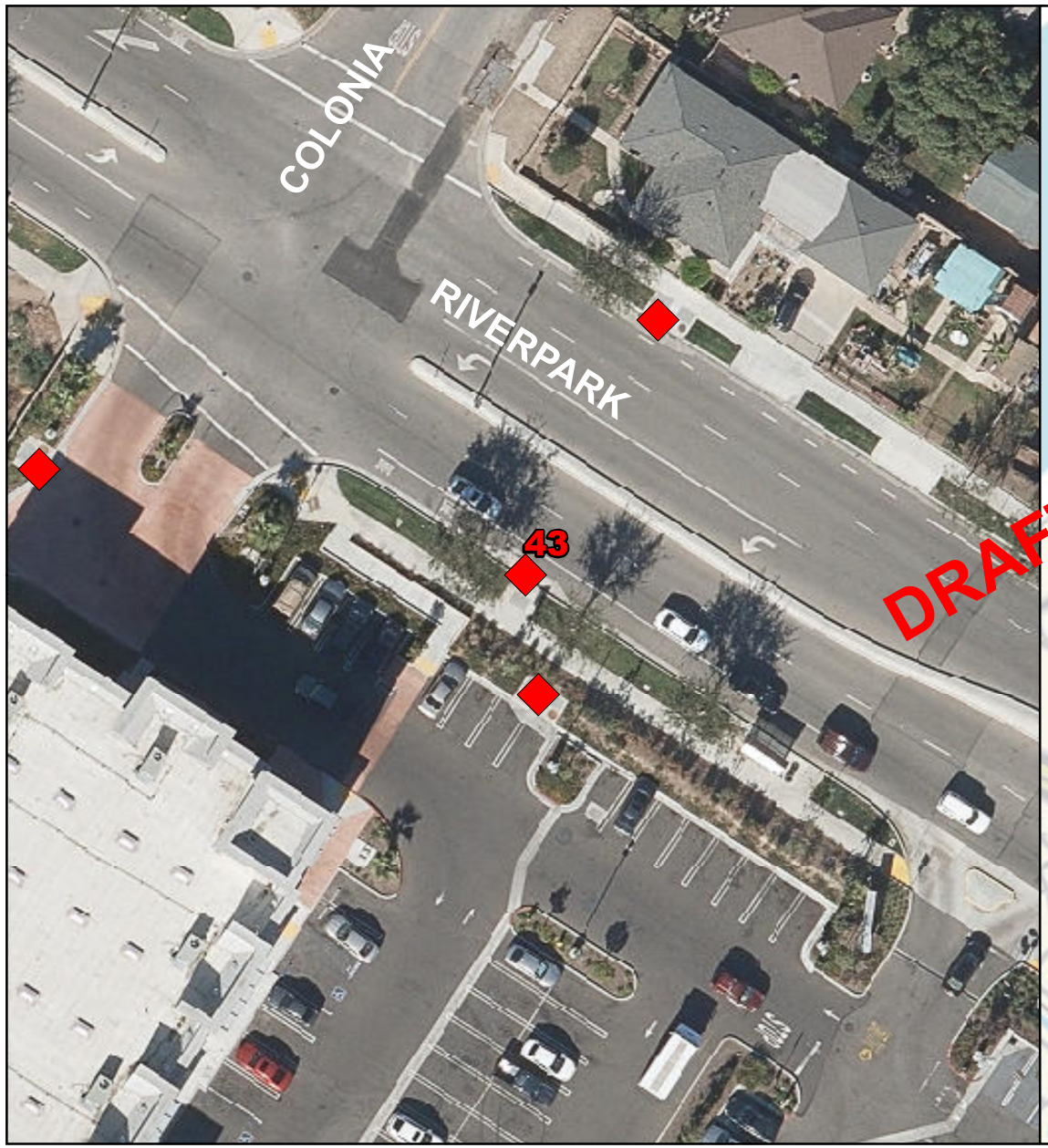
Filtration Unit

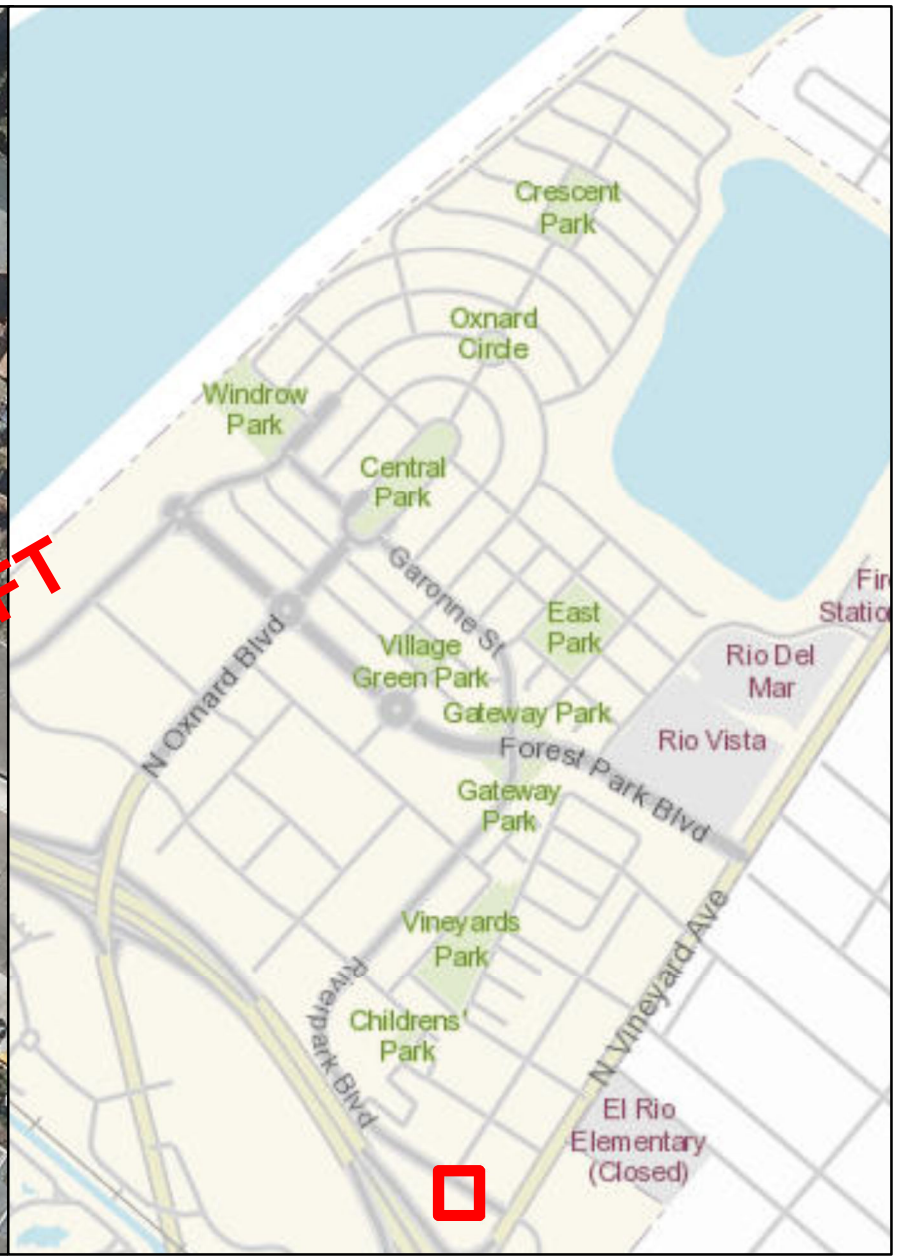
0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 43






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

**Legend**

Filtration Unit

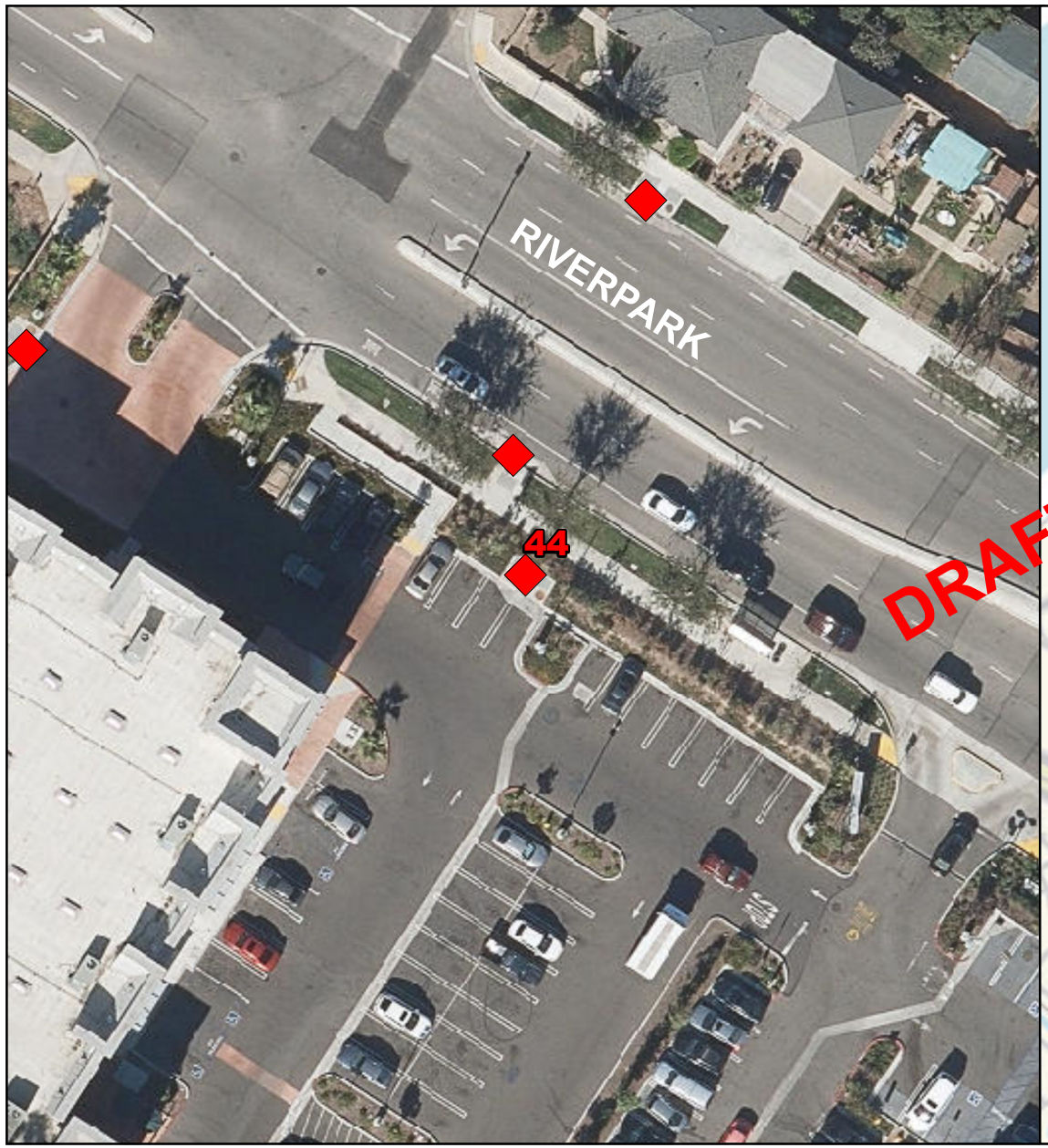
0 15 30 60 90 120 Feet

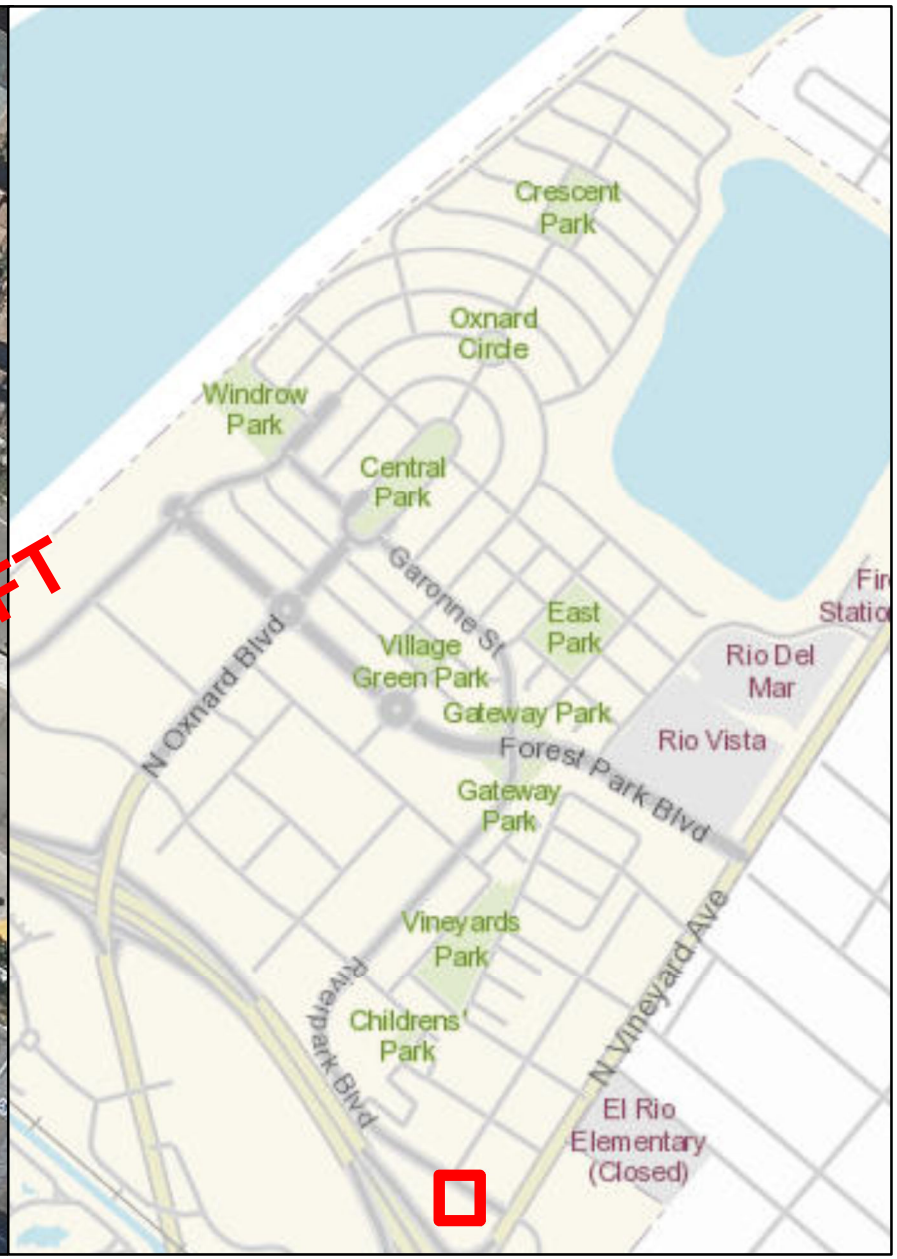


N W E S

# Filtration Unit No. 44






## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 10

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

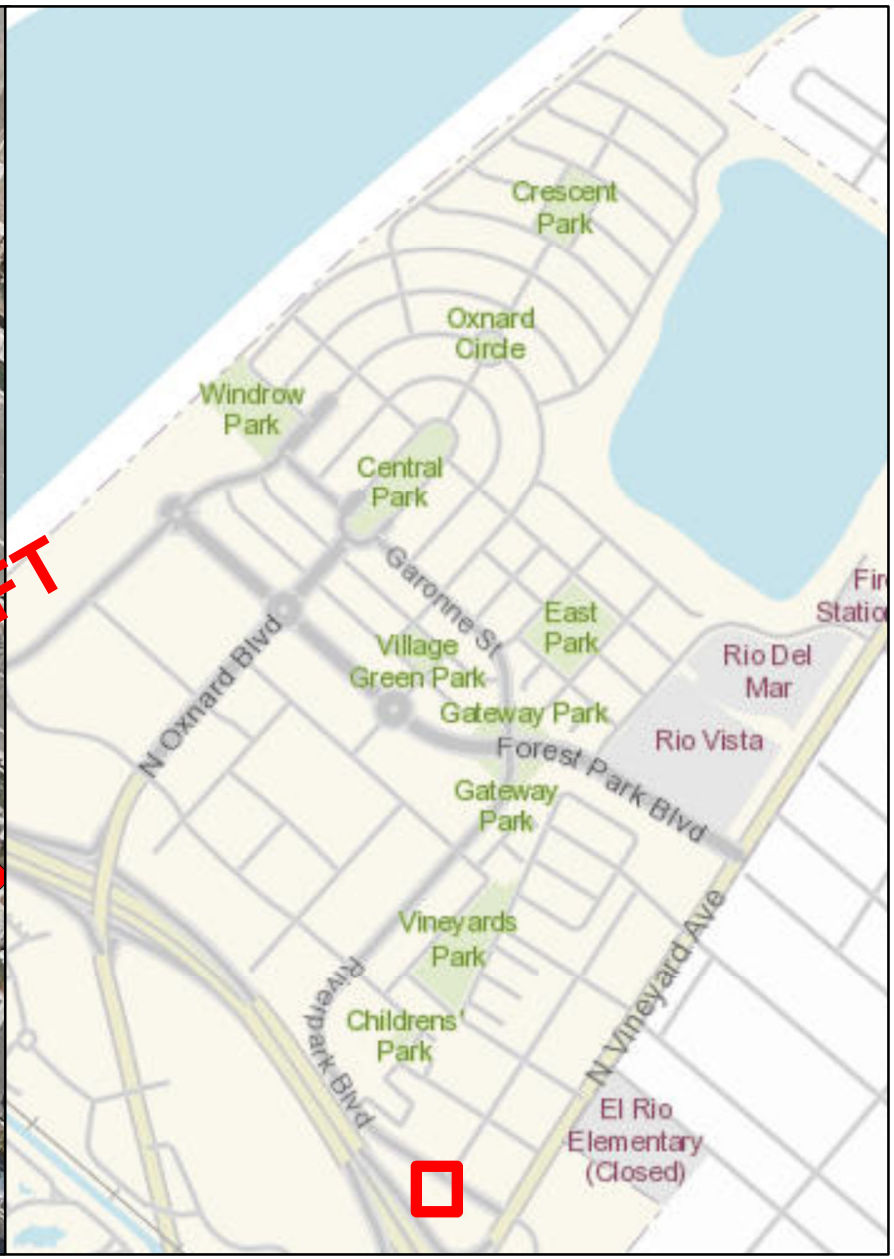


N W E S

# Filtration Unit No. 45






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

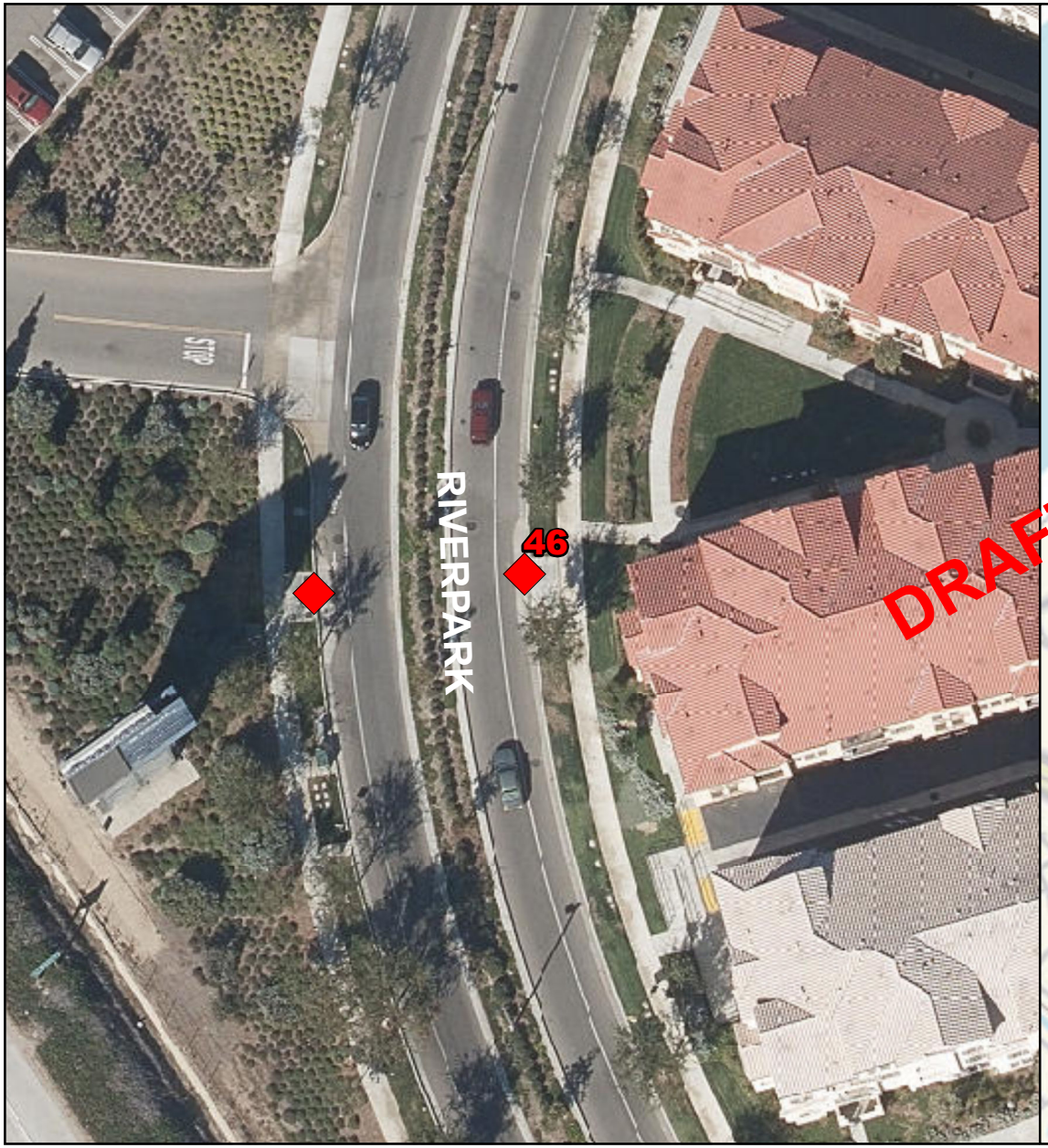


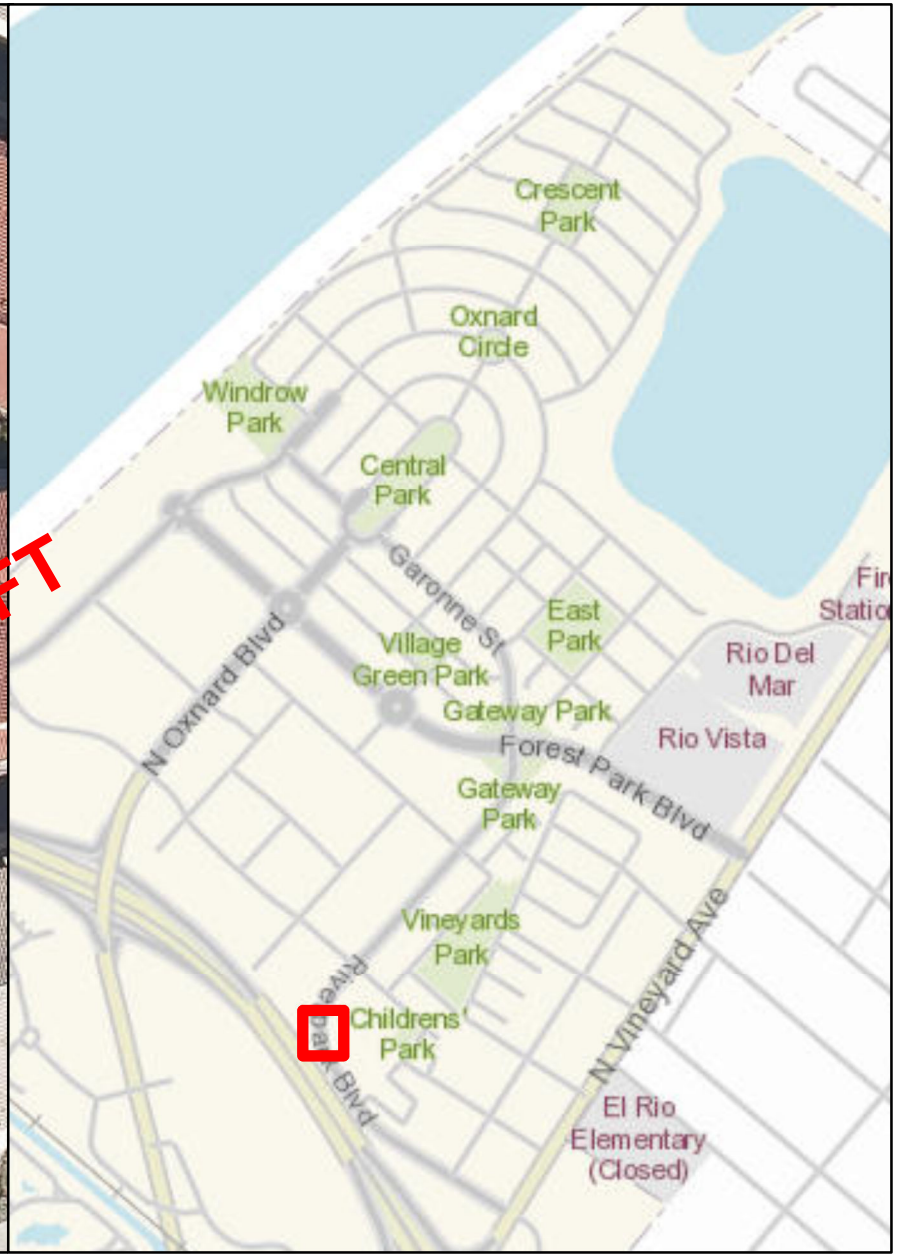
N W E S

250

# Filtration Unit No. 46






## STORMFILTER CATCHBASIN - 6'X15'

Number of Cartridges is 7

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 47









## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 48









## STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 21

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

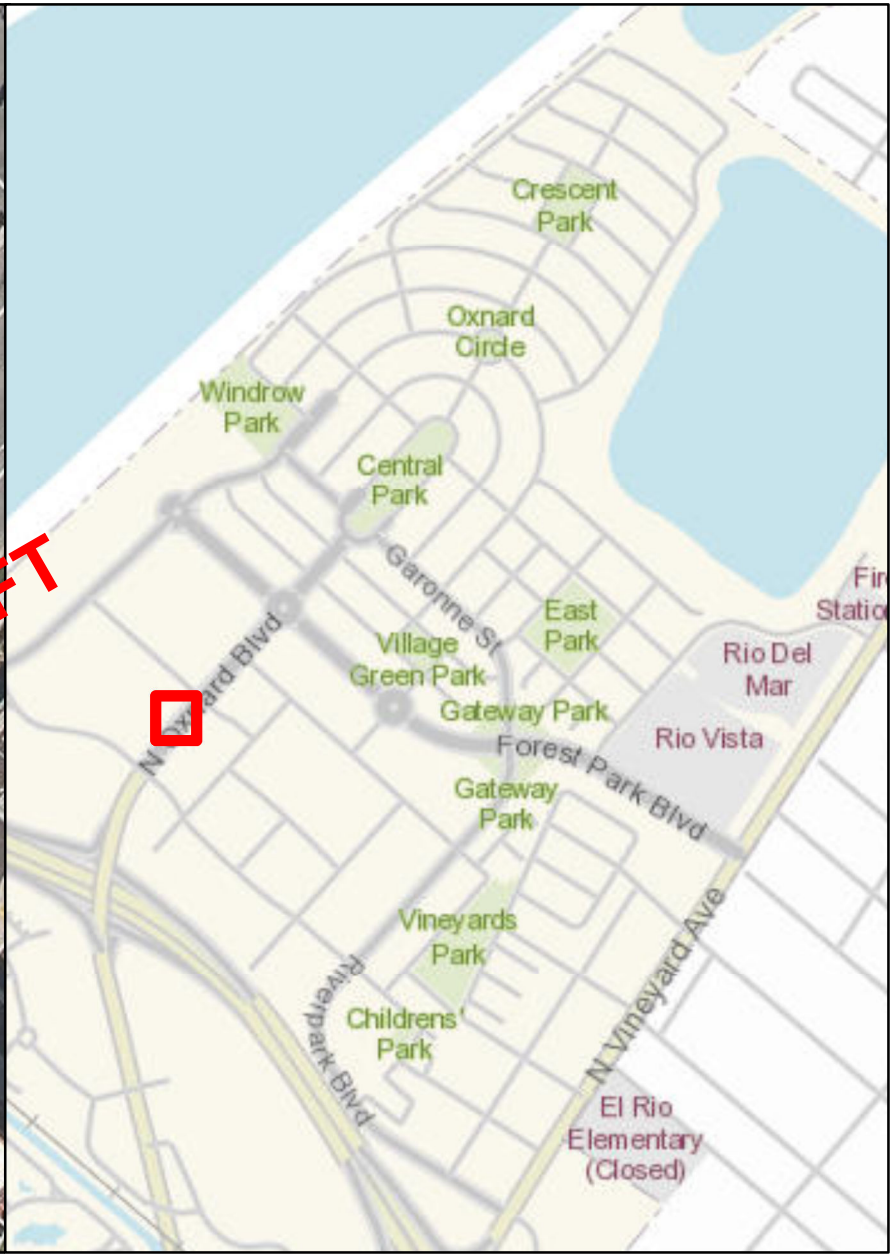


N W E S

# Filtration Unit No. 49






## STORMFILTER CATCHBASIN - 6'X15'

### Number of Cartridges is 10

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

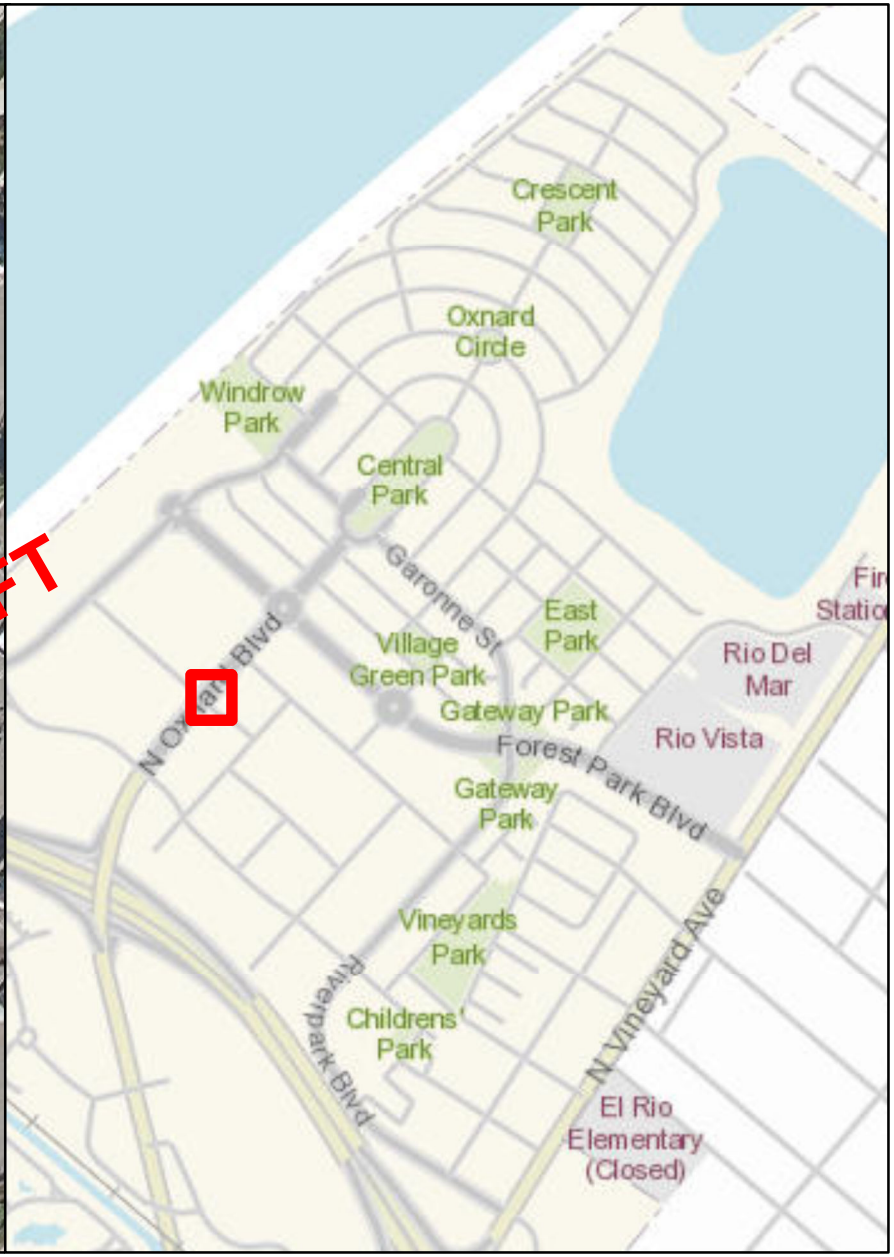


N W E S

# Filtration Unit No. 50






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

**Legend**

Filtration Unit

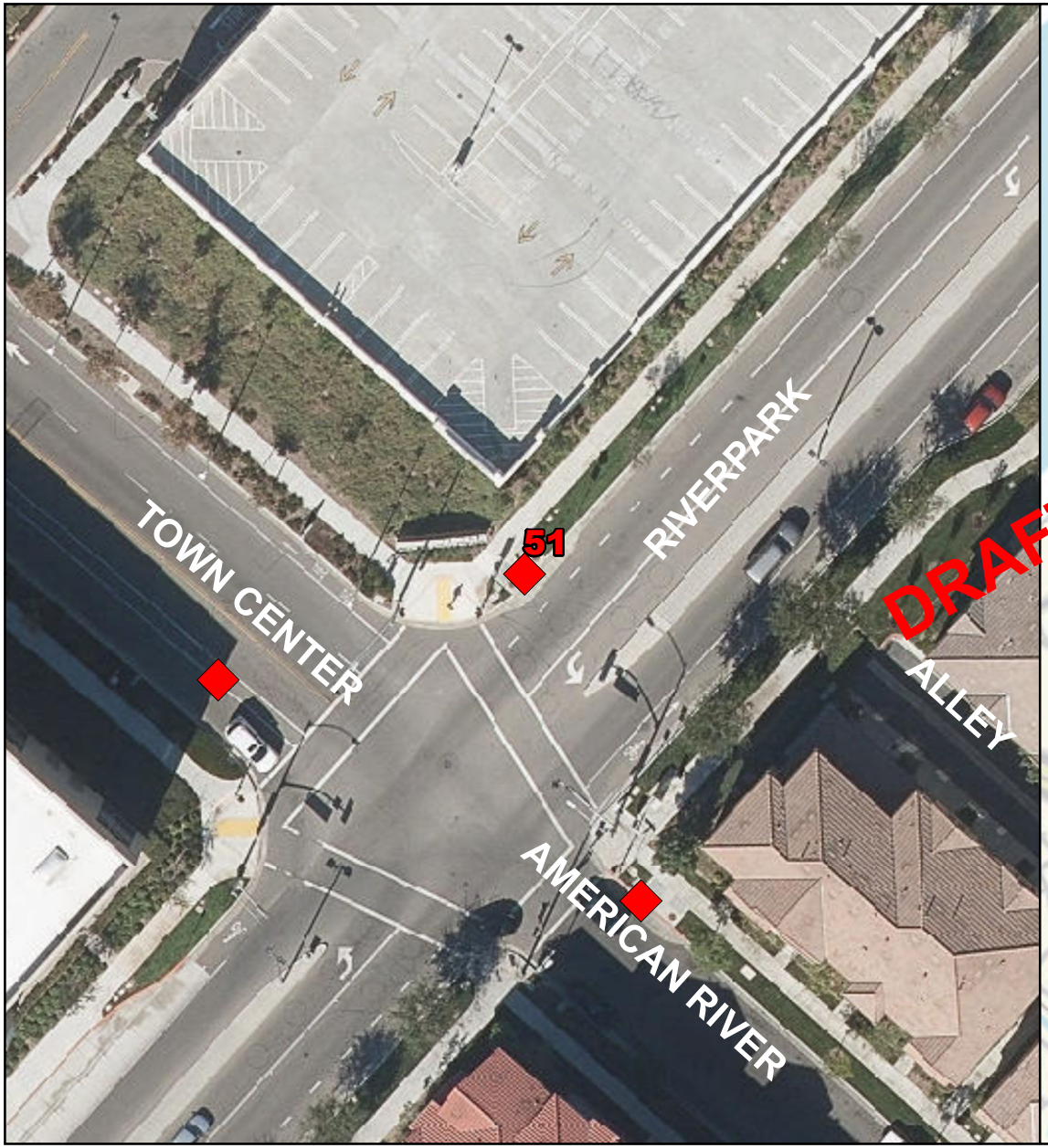
0 15 30 60 90 120 Feet

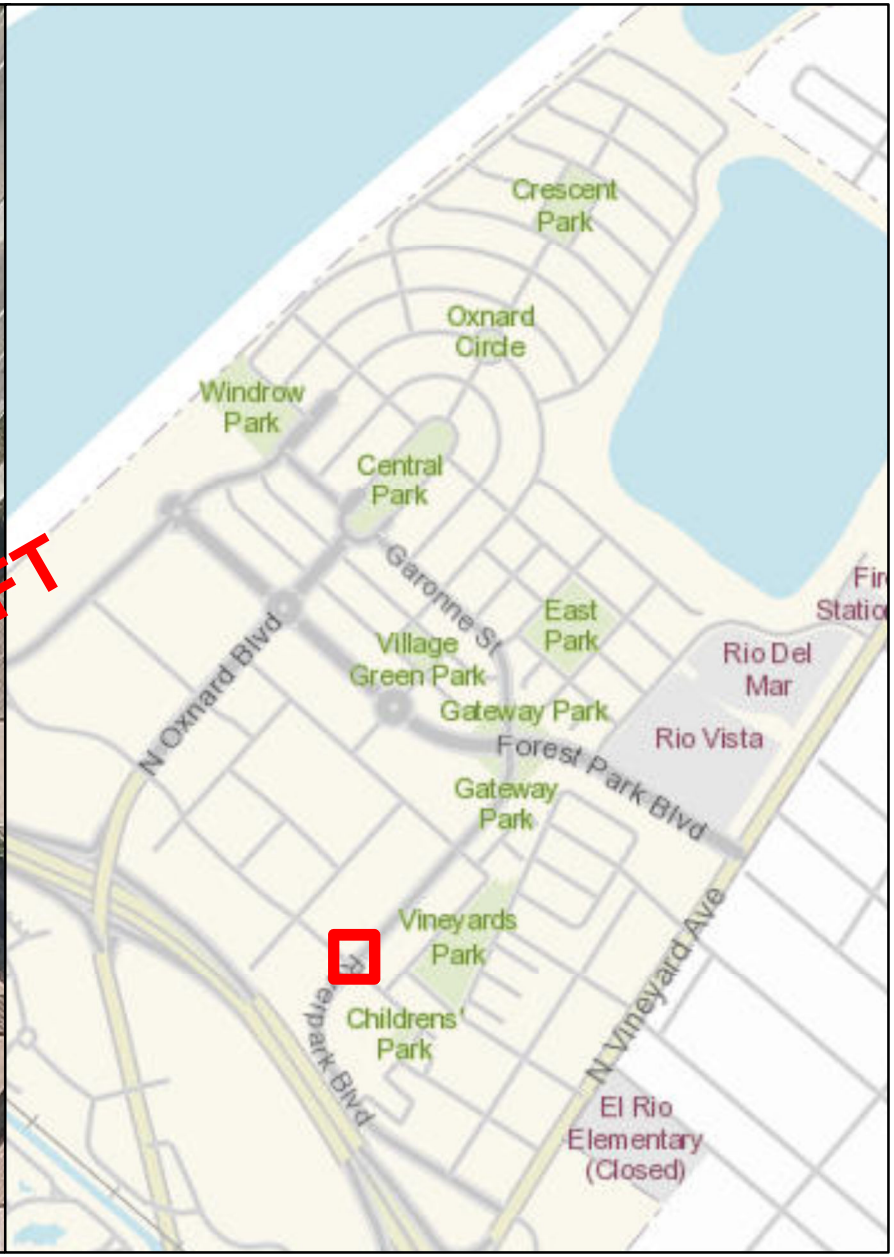


N W E S

# Filtration Unit No. 51






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

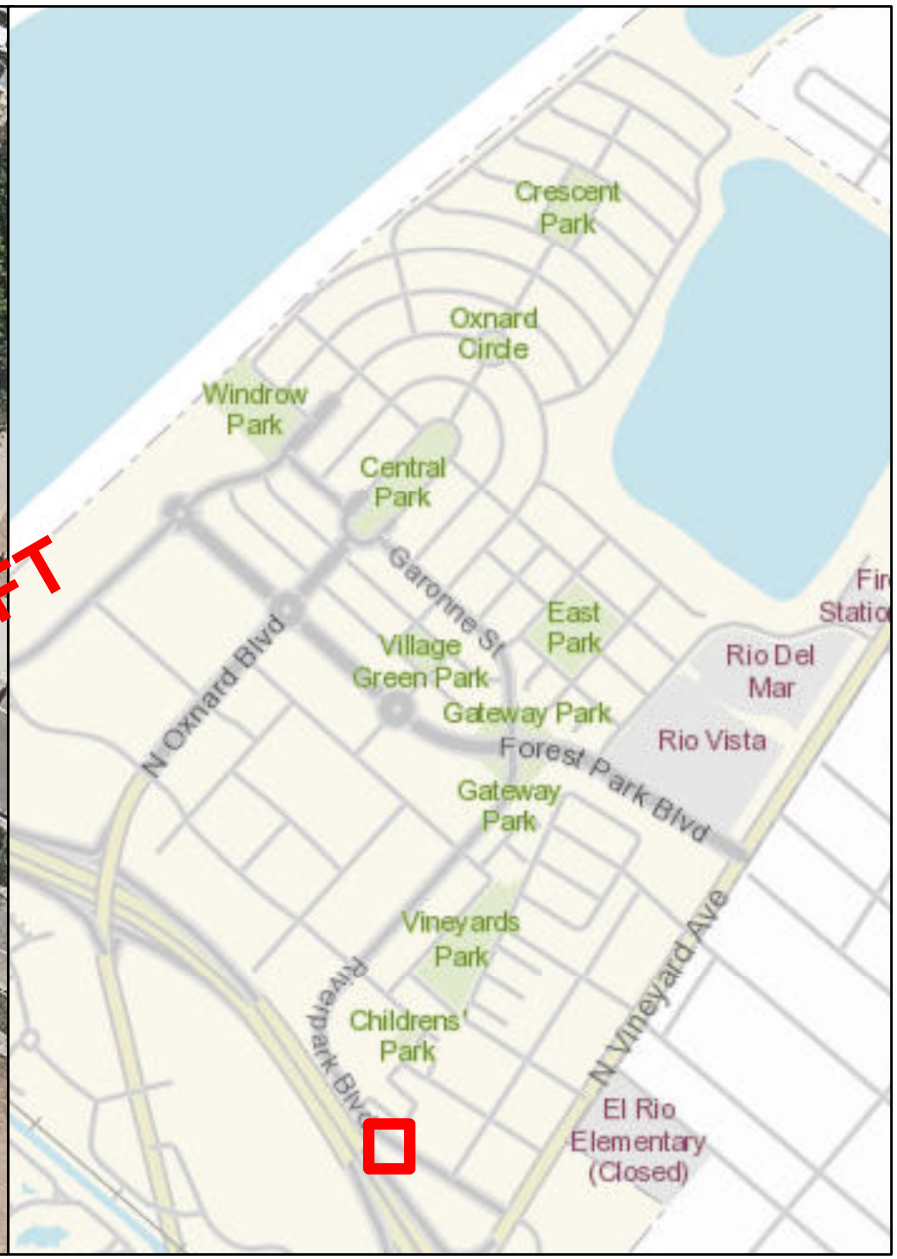


N W E S

# Filtration Unit No. 52






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 53









## STORMFILTER CATCHBASIN - 6'X15'

### Number of Cartridges is 14

**Legend**

Filtration Unit

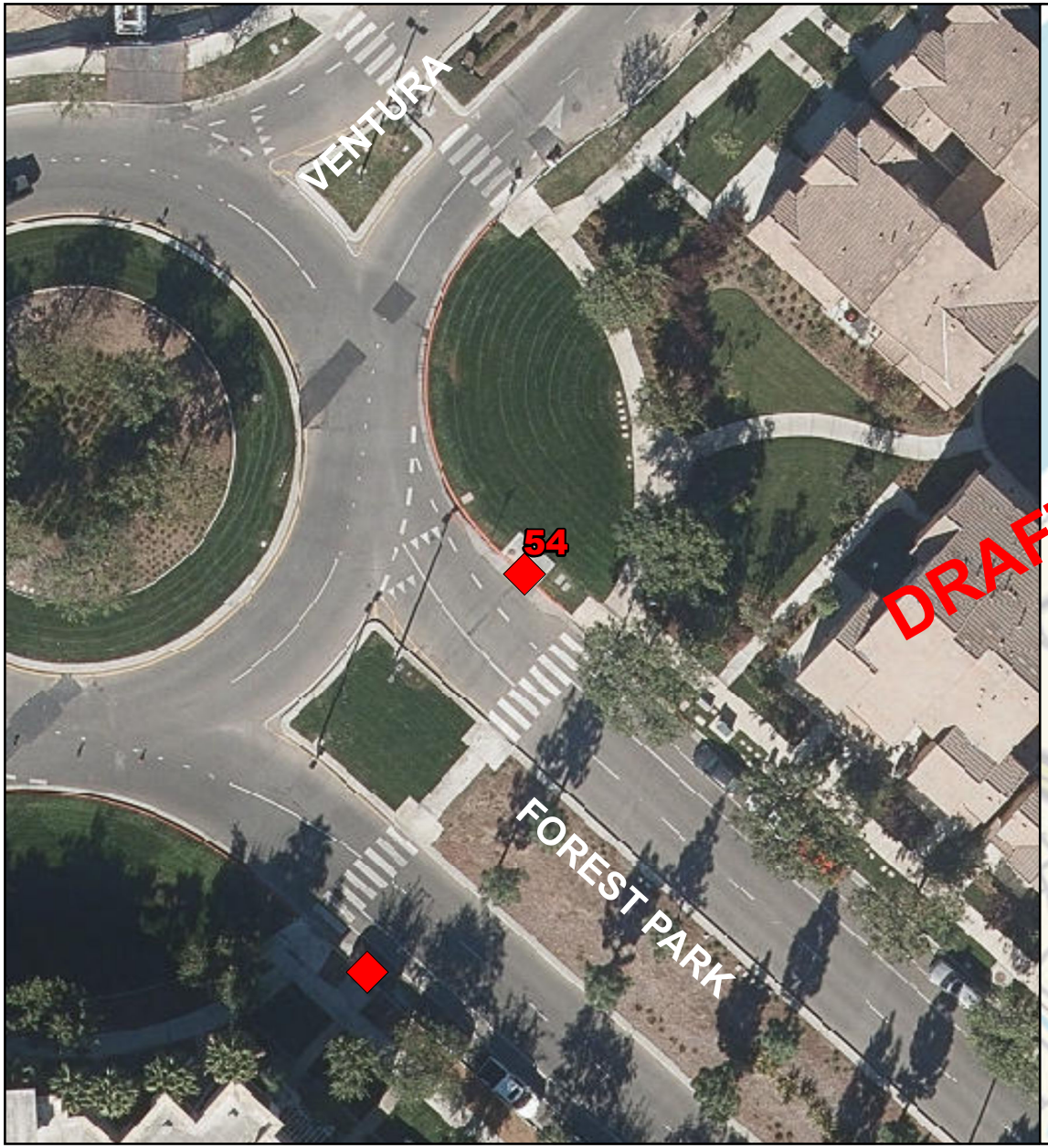
0 15 30 60 90 120 Feet

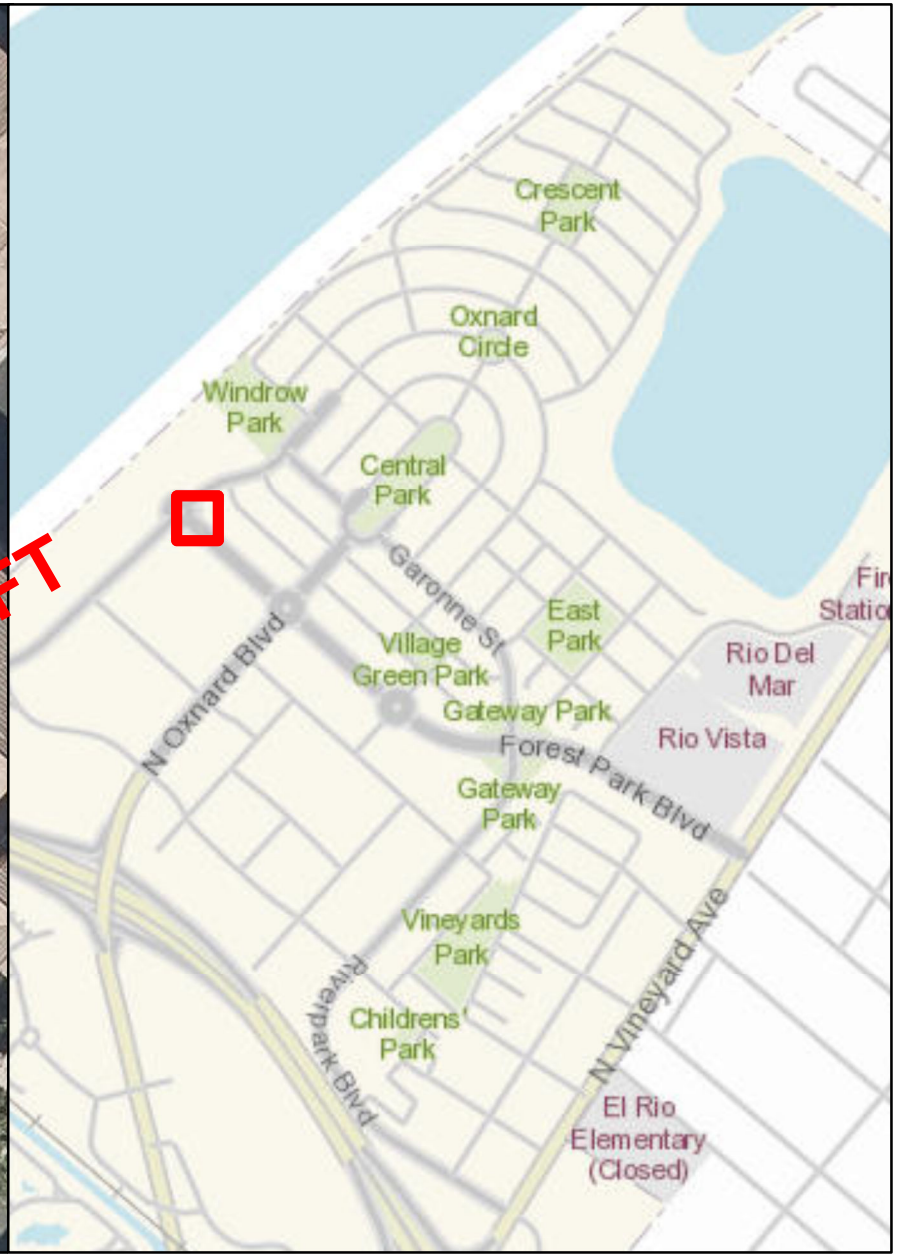


N W E S

# Filtration Unit No. 54






DRAFT

## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 10

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

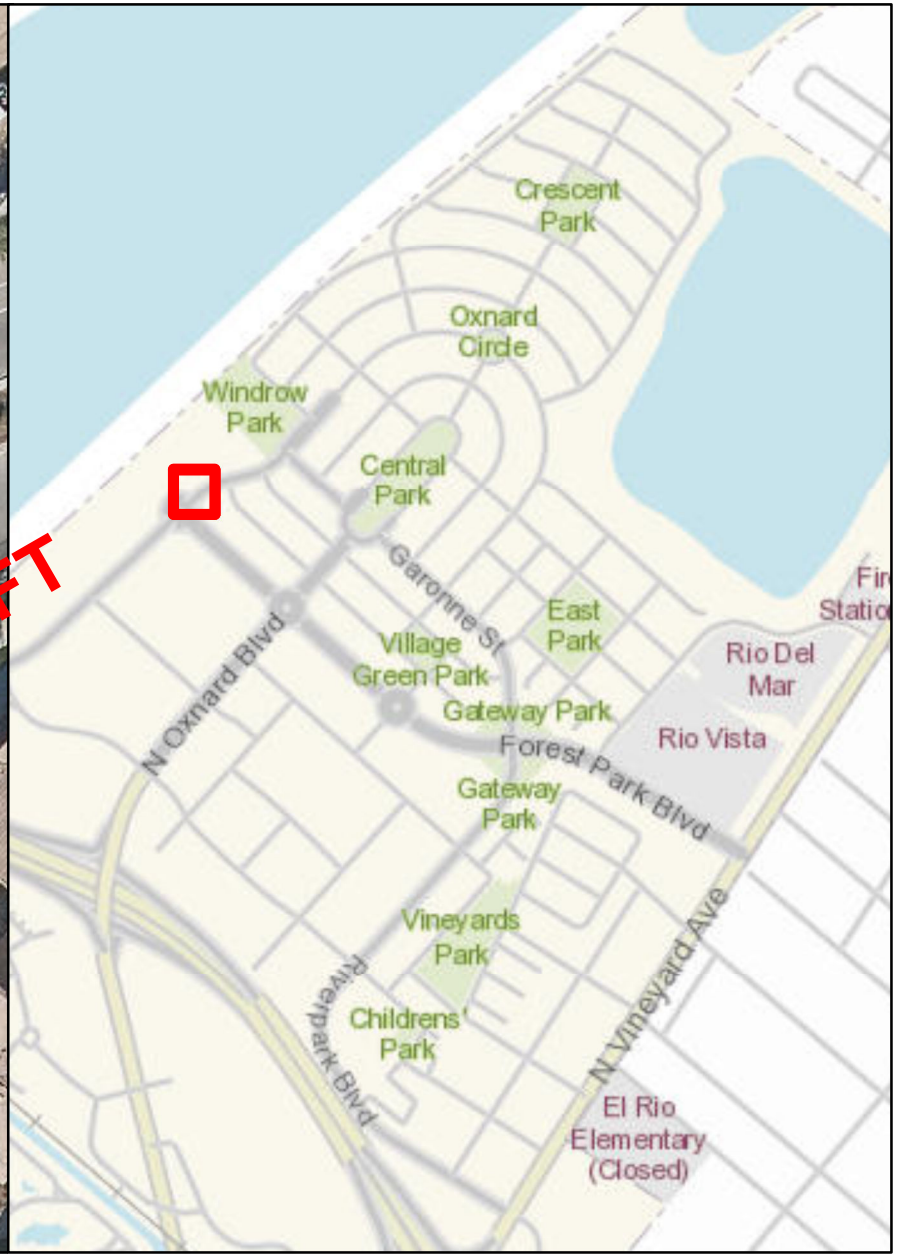


N W E S

# Filtration Unit No. 55






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

**Legend**

Filtration Unit

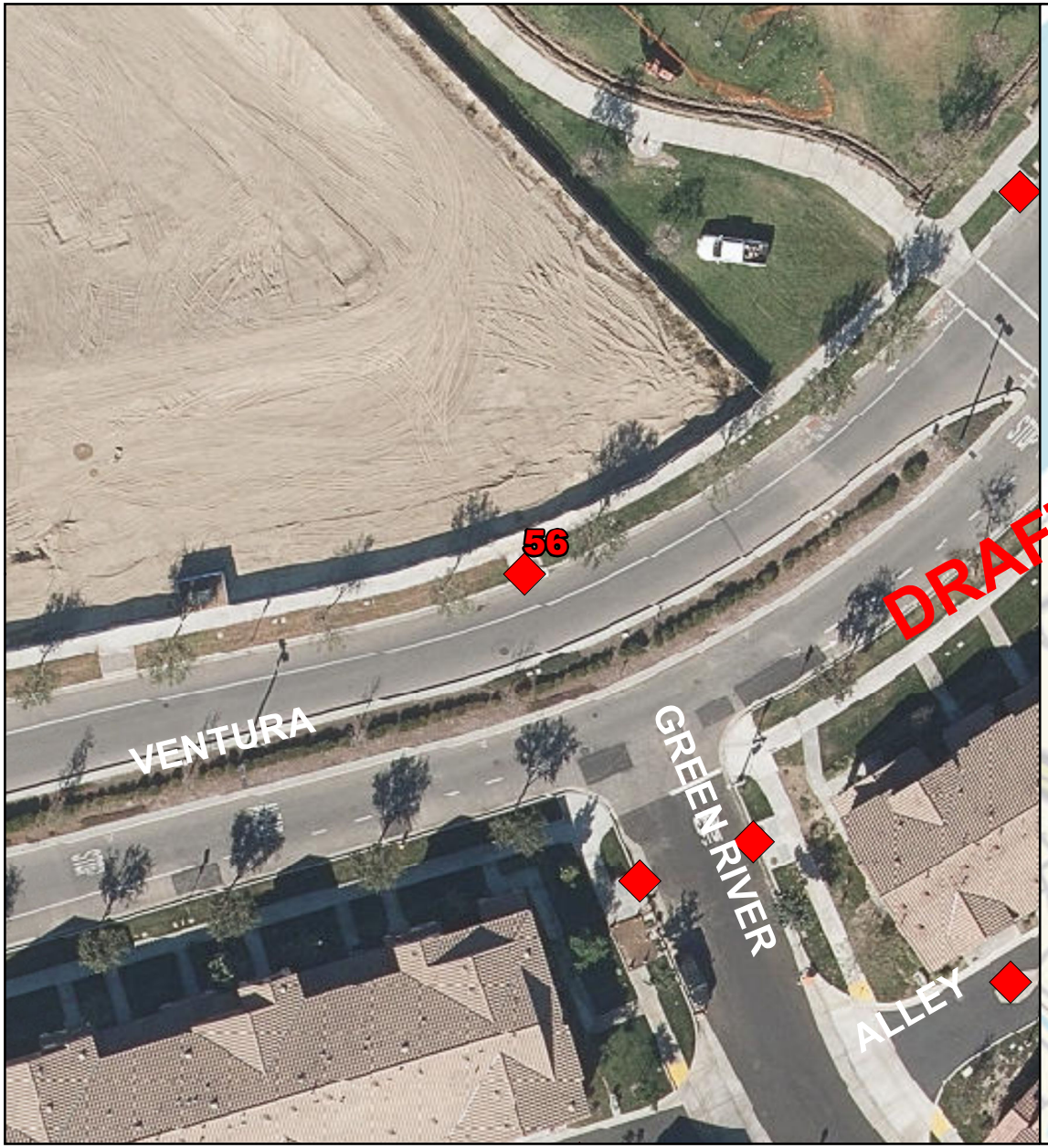
0 15 30 60 90 120 Feet

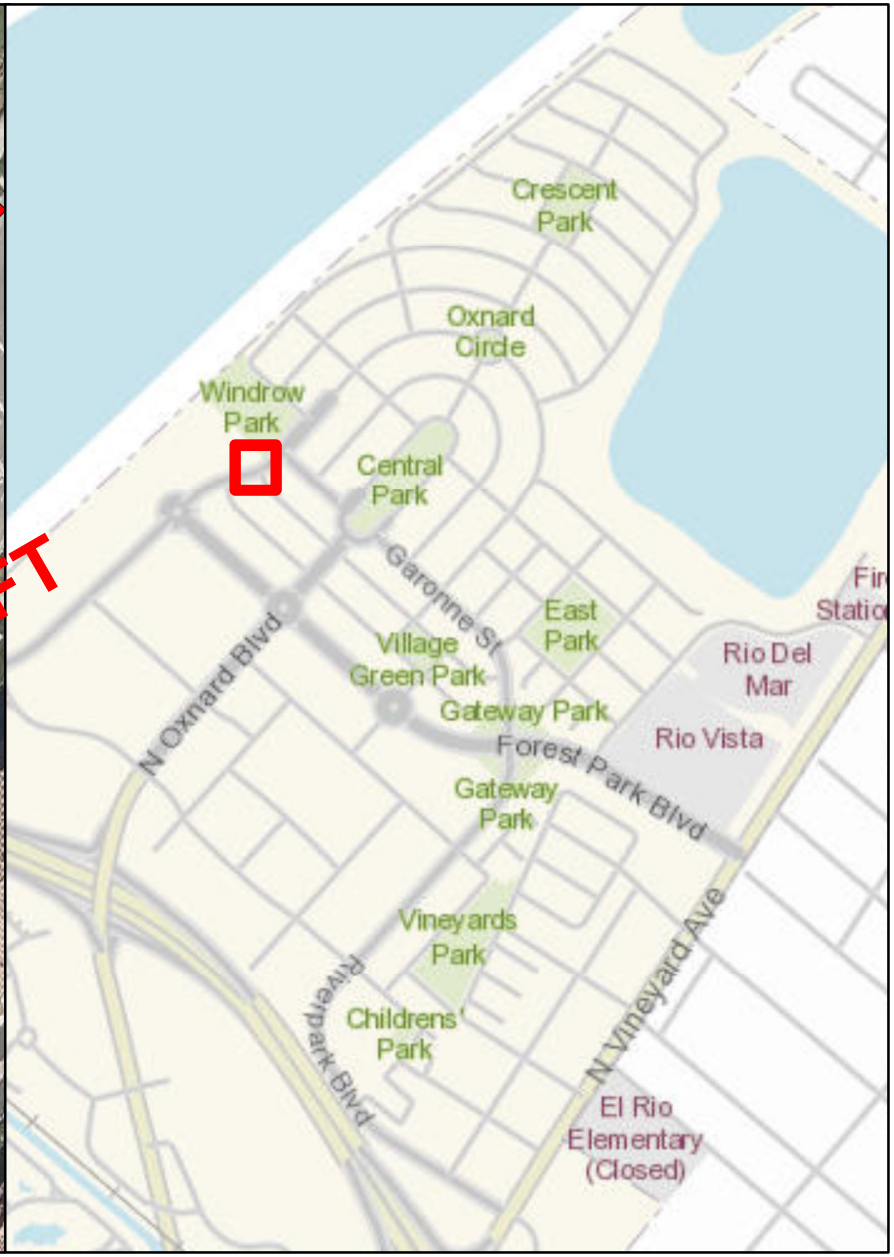


N W E S

# Filtration Unit No. 56






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

**Legend**

Filtration Unit

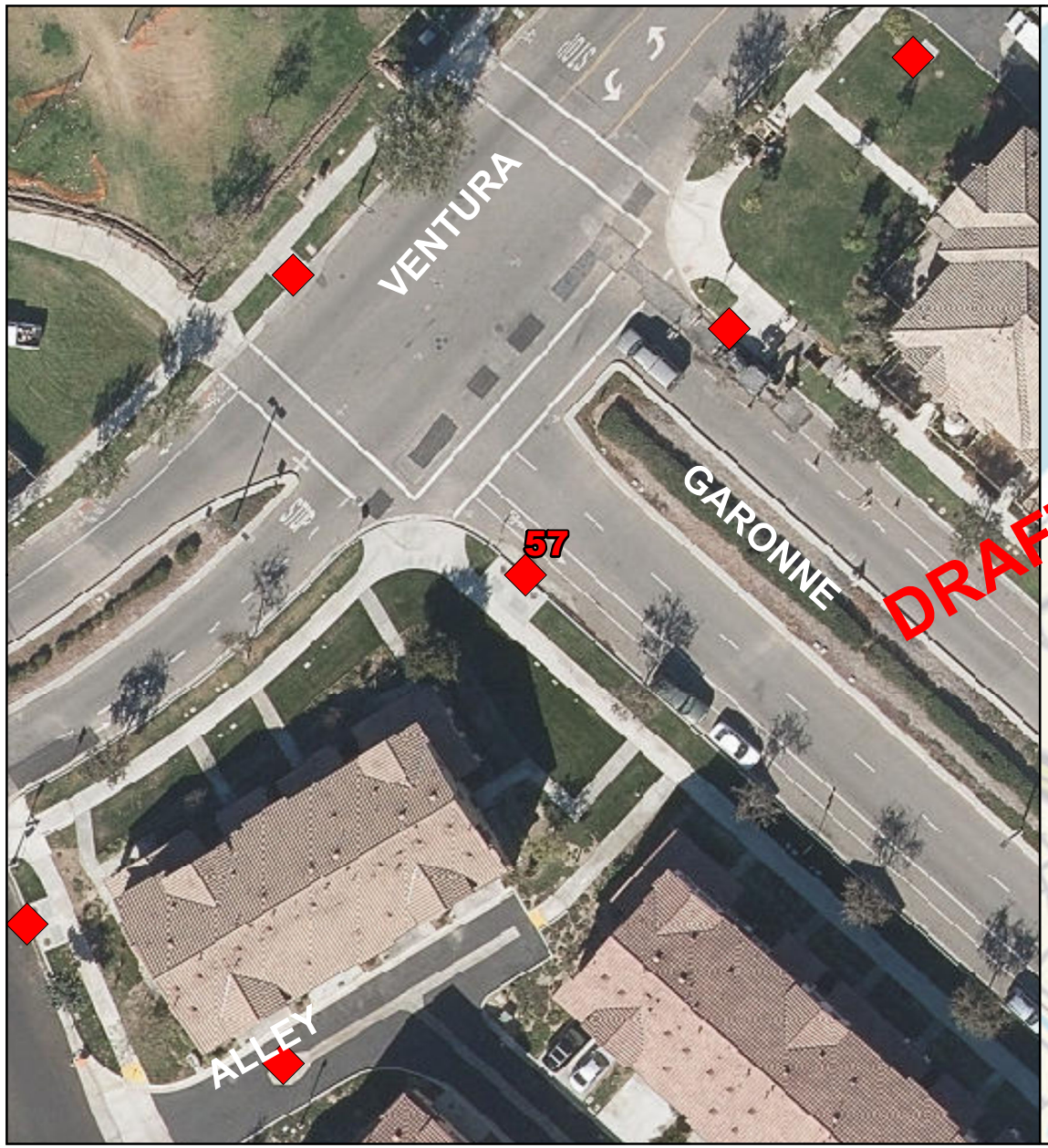
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 57









## STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 8

**Legend**

Filtration Unit

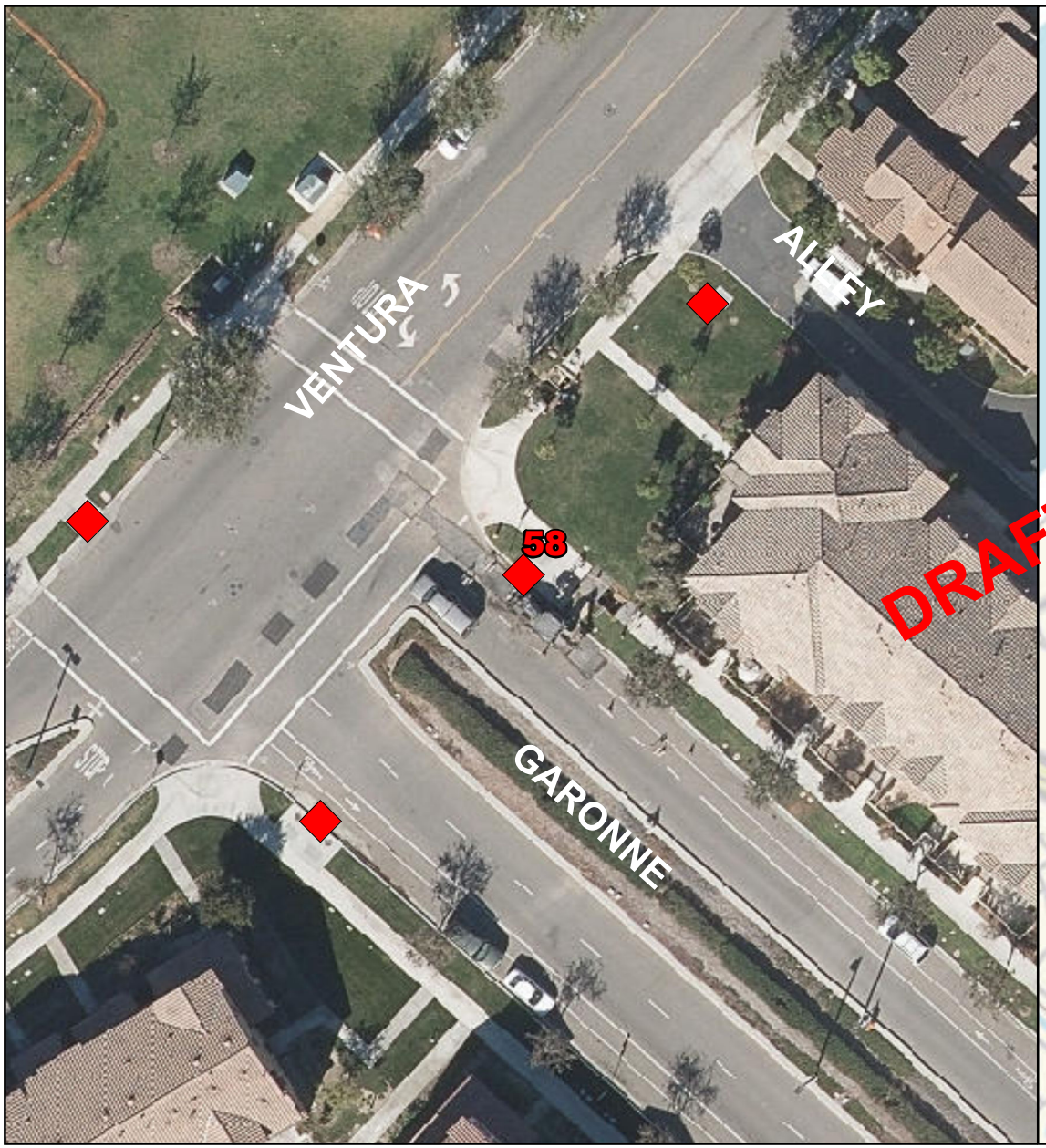
0 15 30 60 90 120 Feet

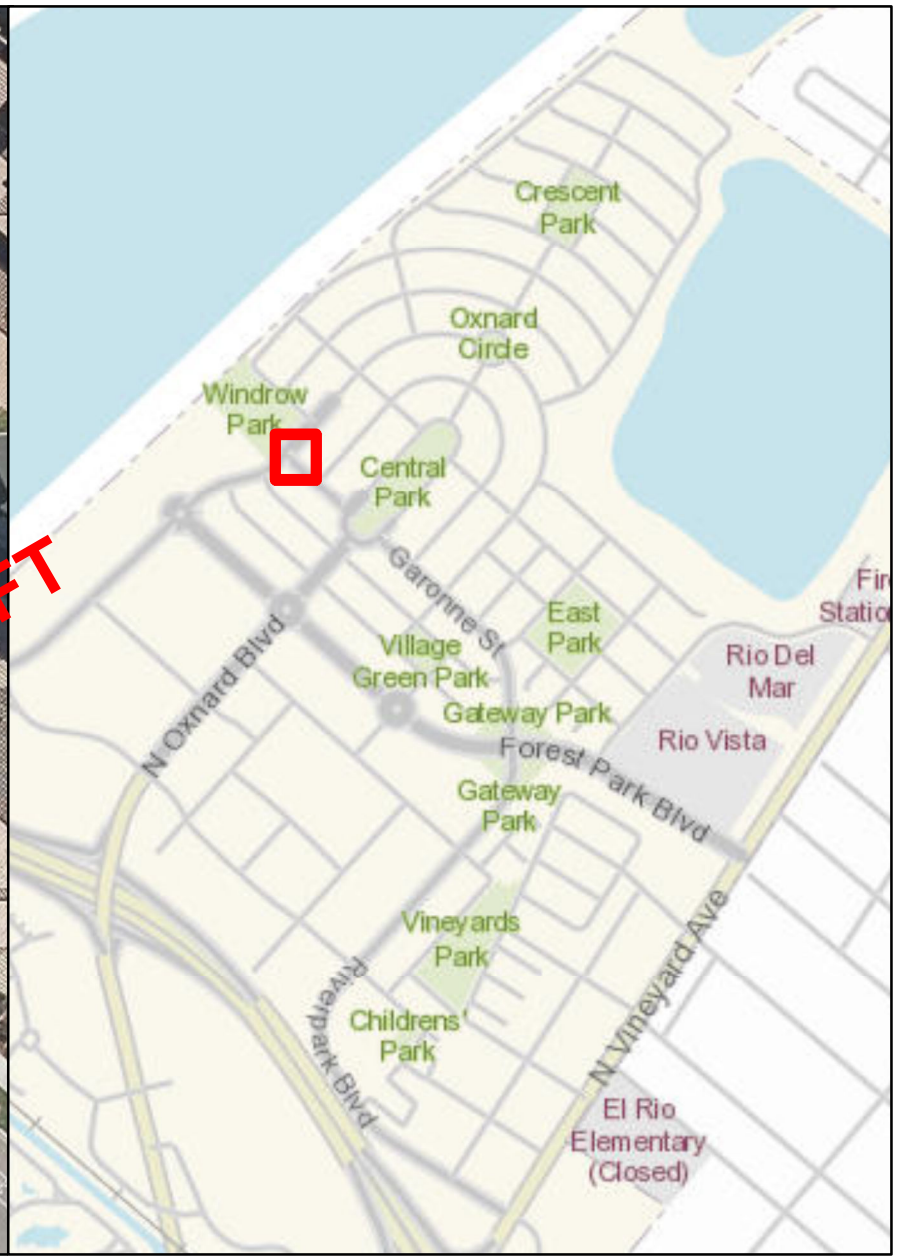


N W E S

# Filtration Unit No. 58






## STORMFILTER CATCHBASIN - 8'X16'

### Number of Cartridges is 16

**Legend**

Filtration Unit

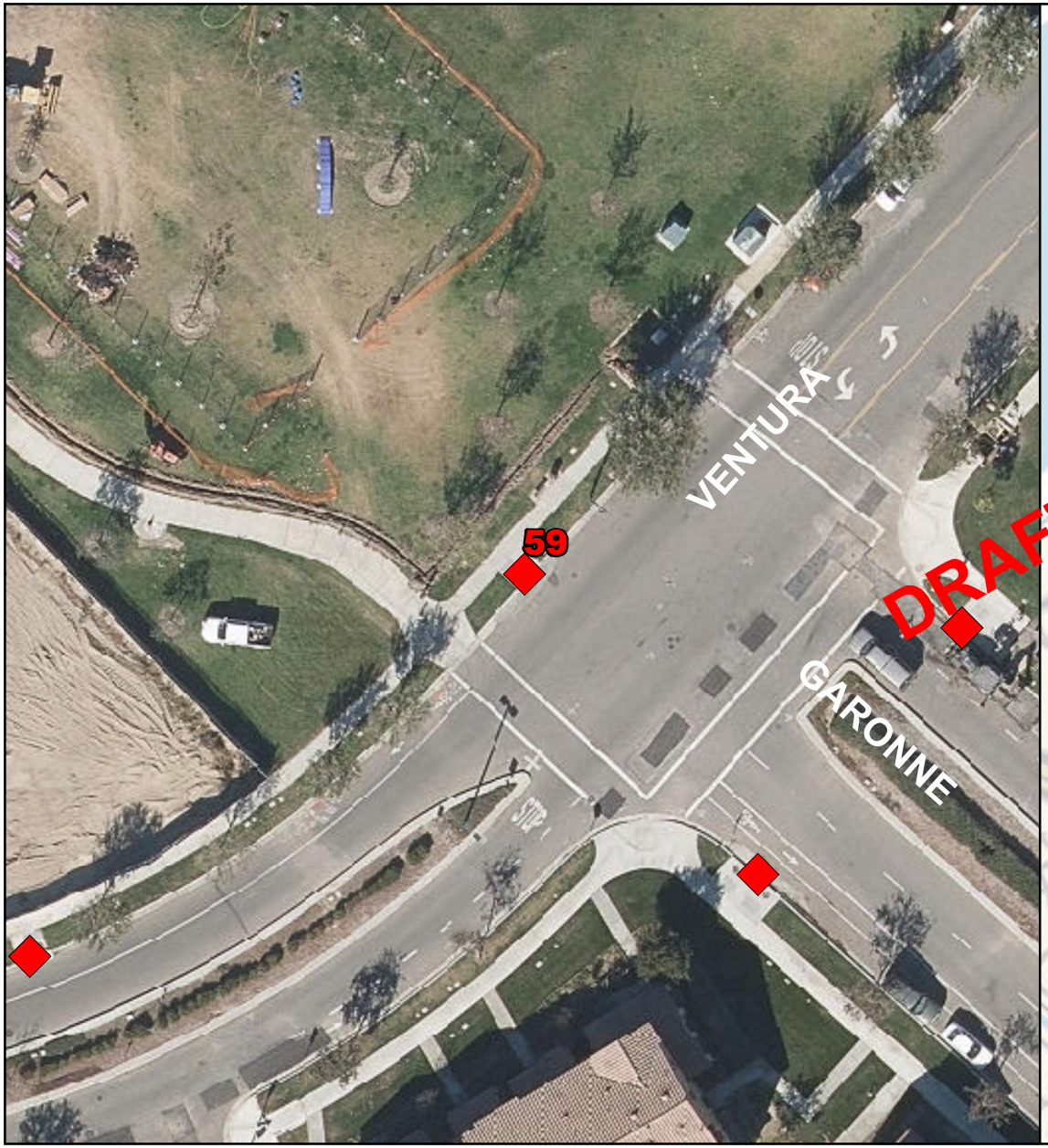
0 15 30 60 90 120 Feet

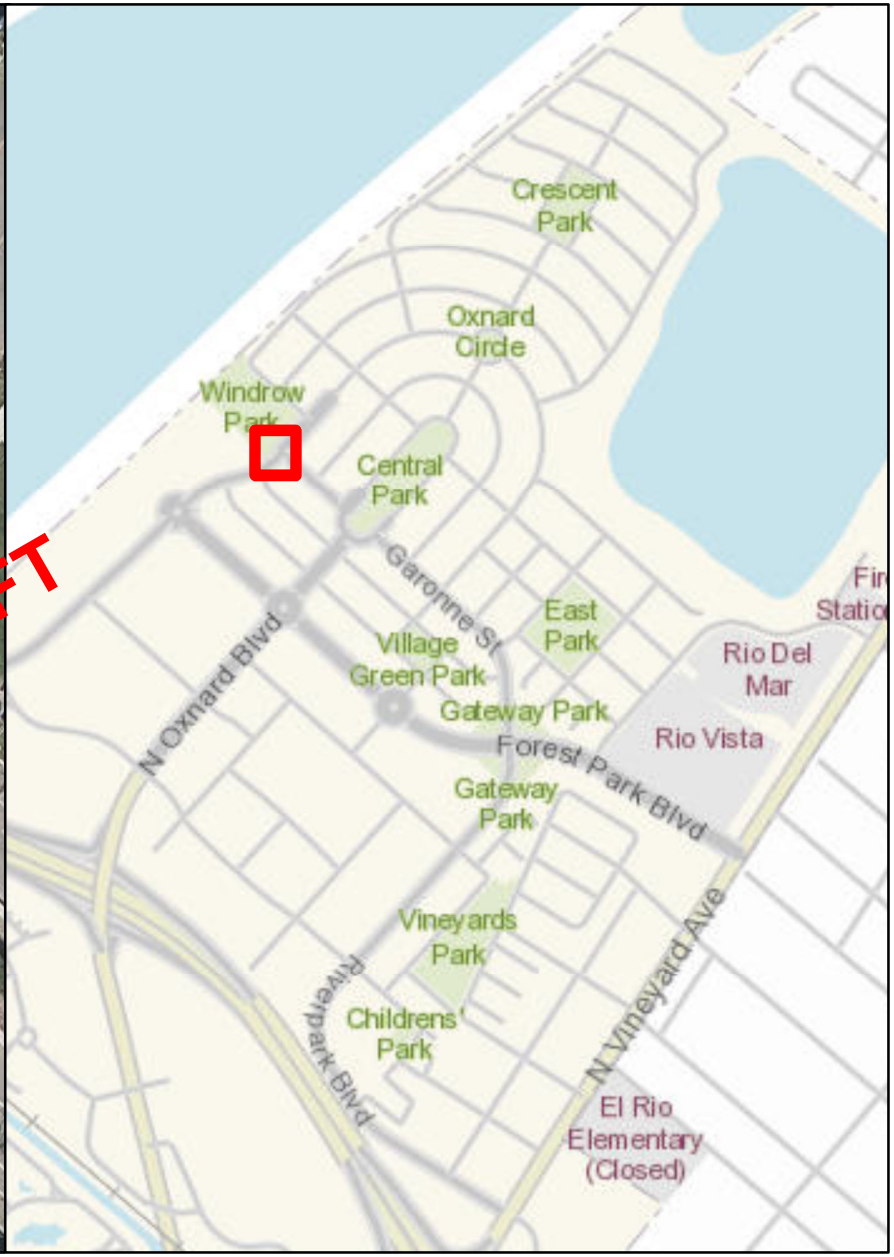


N W E S

# Filtration Unit No. 59






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 3

**Legend**

Filtration Unit

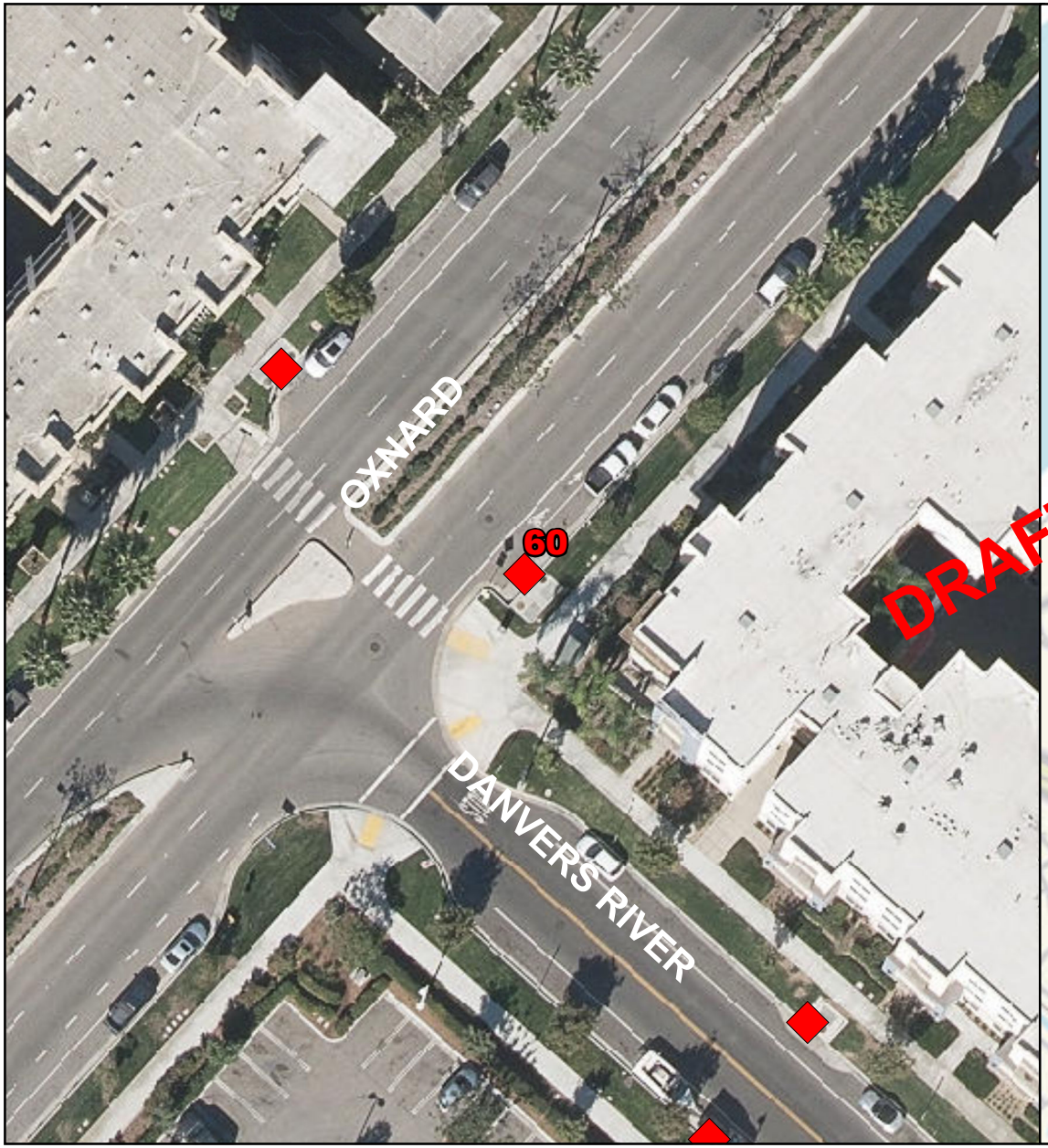
0 15 30 60 90 120 Feet

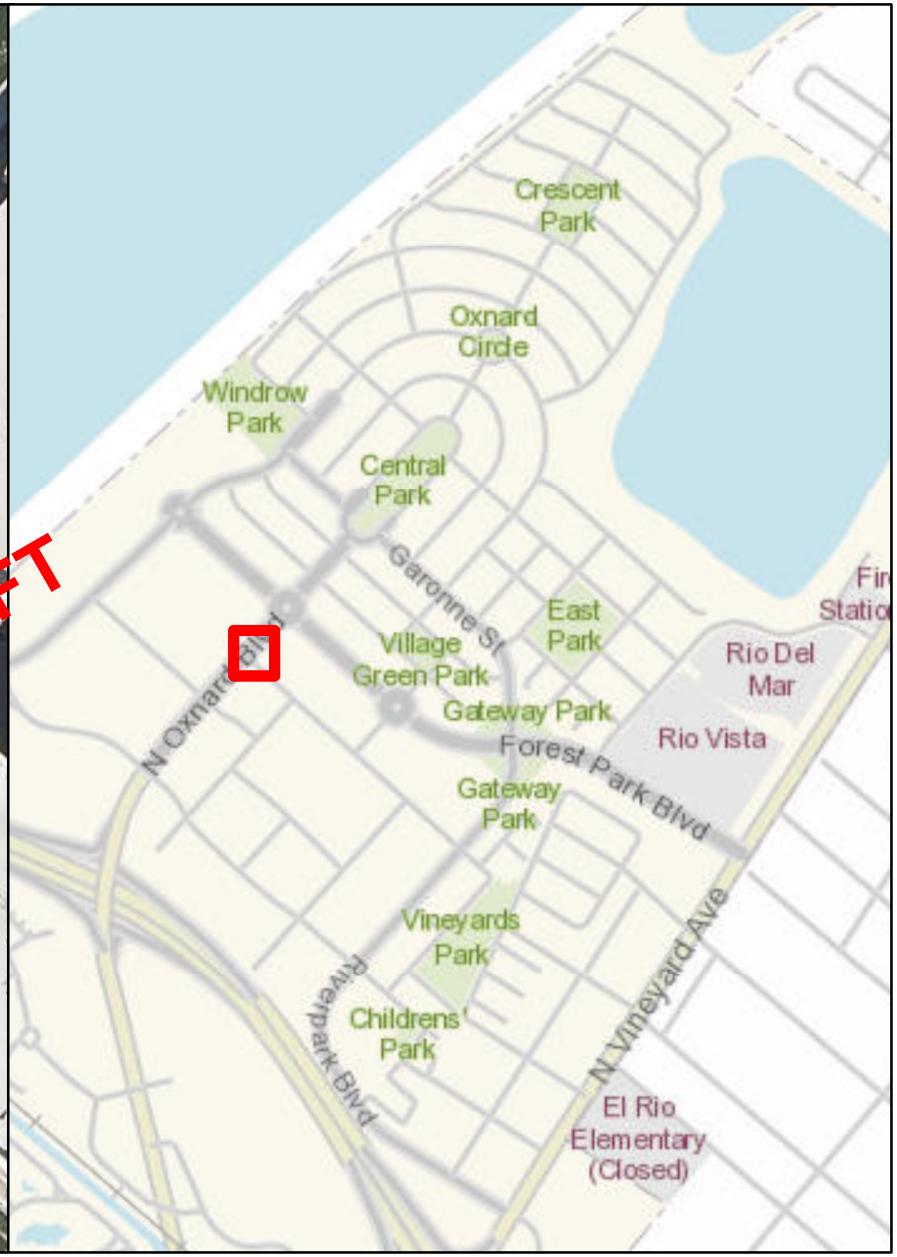


N W E S

# Filtration Unit No. 60






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 7

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 61









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

**Legend**

Filtration Unit

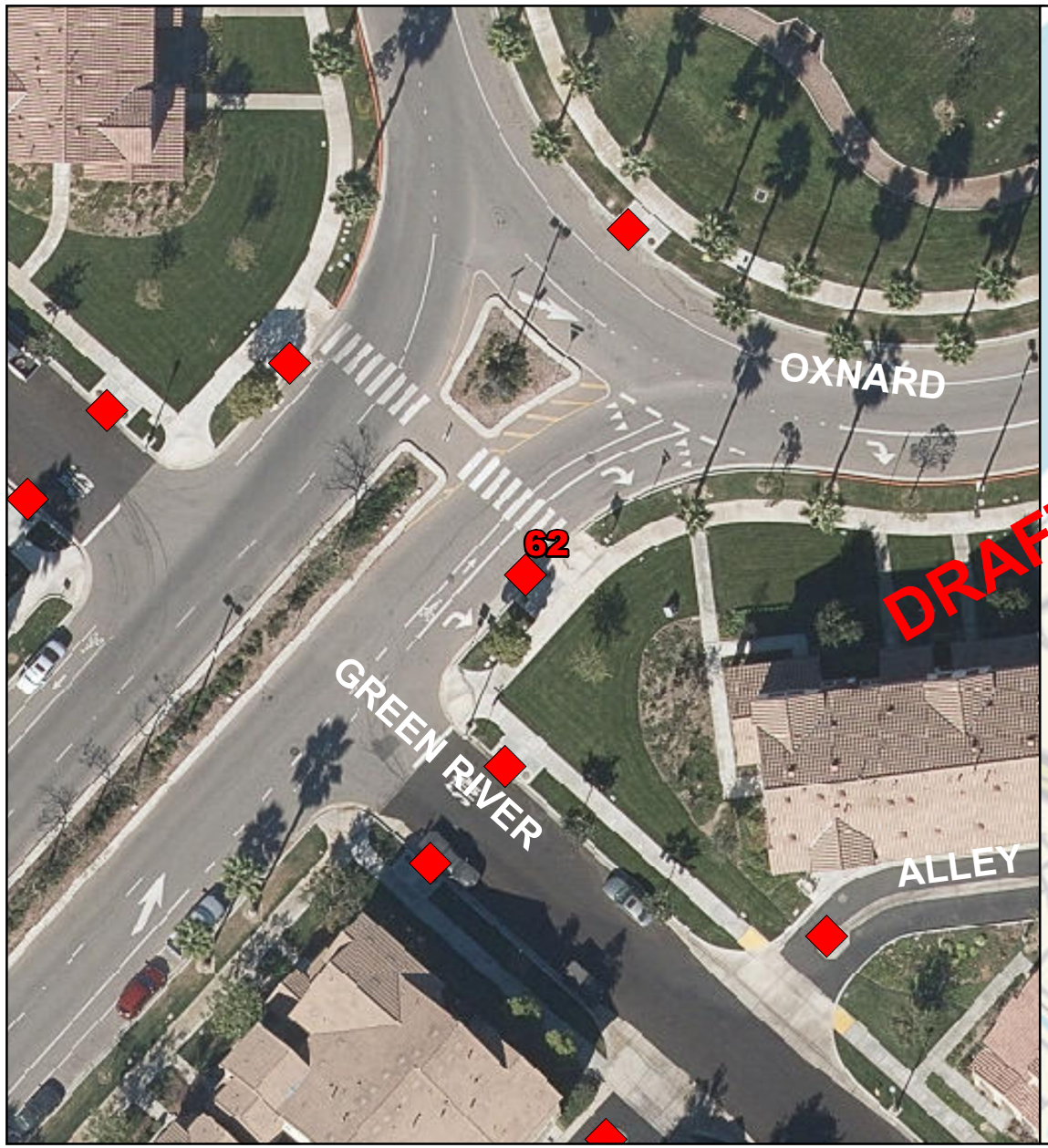
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 62









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 3

**Legend**

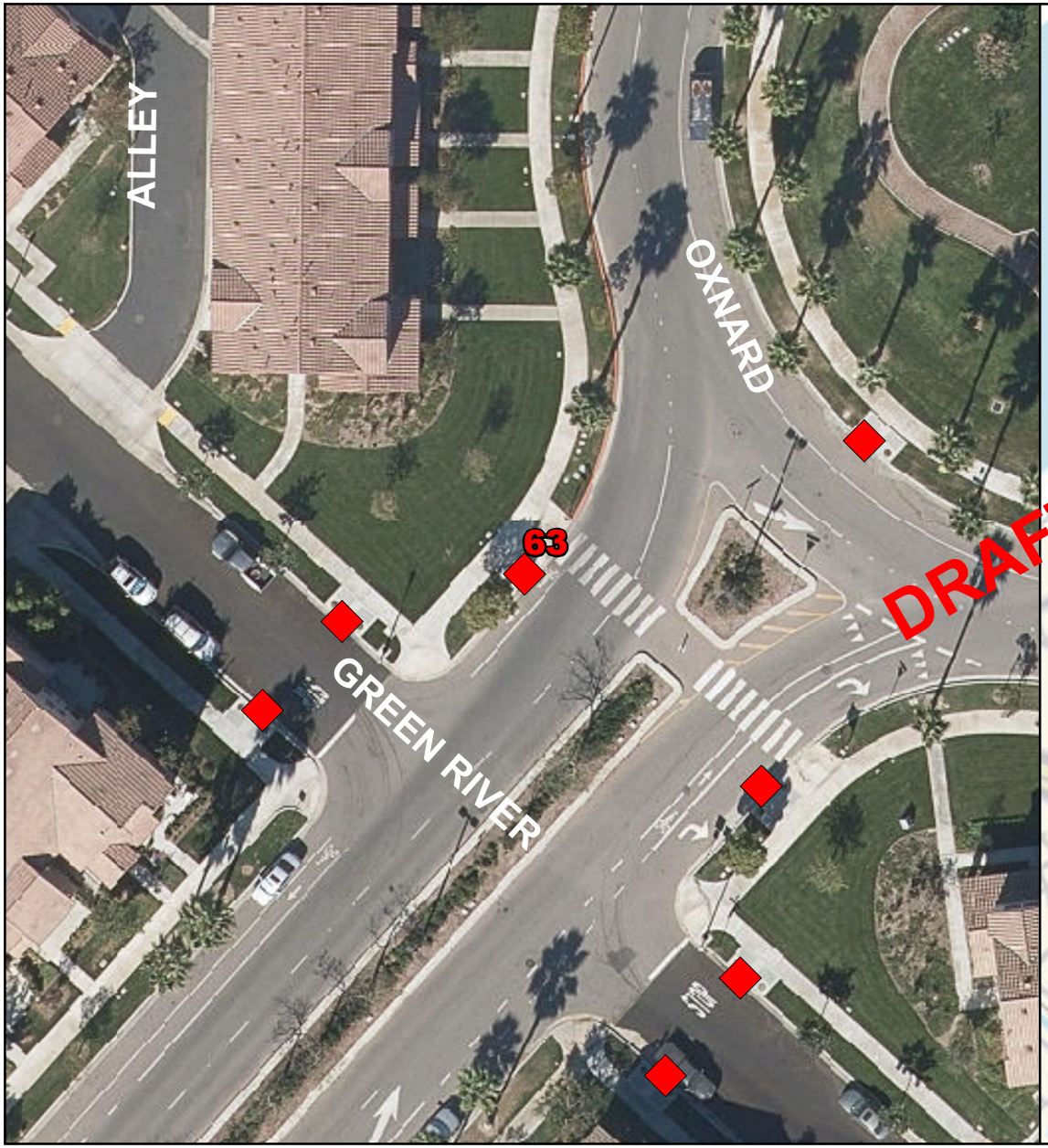
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 63









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

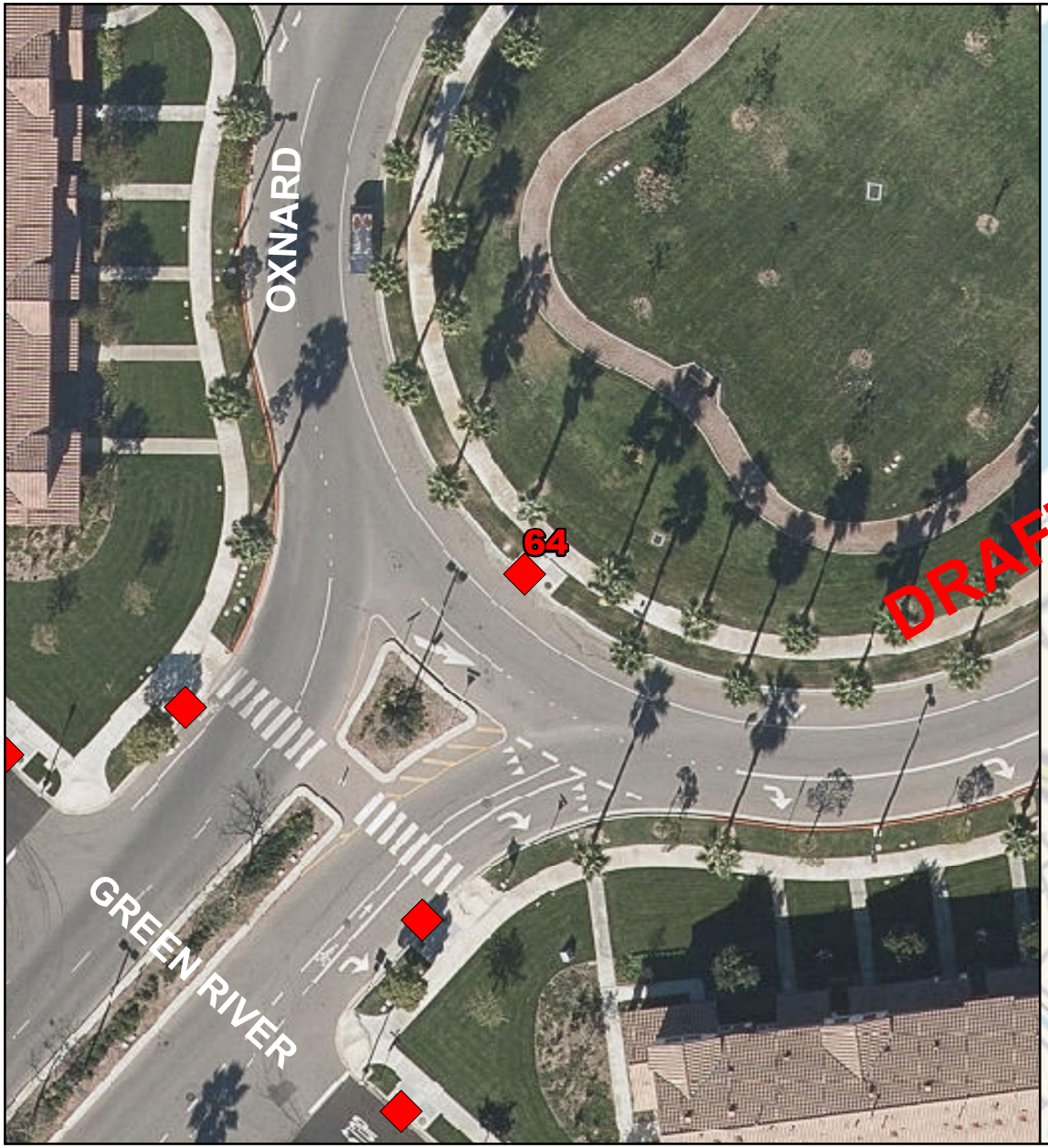
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 64









## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 10

**Legend**

Filtration Unit

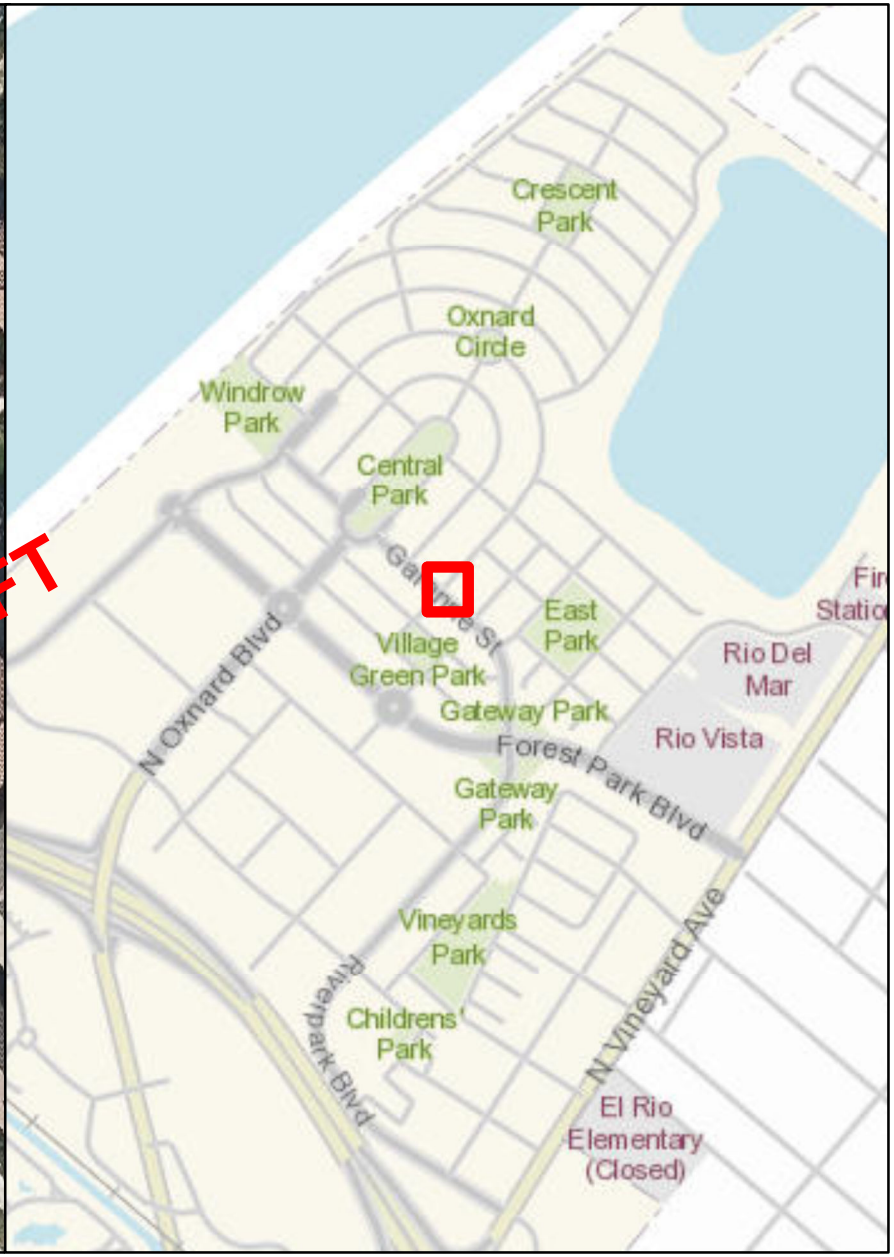
0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 65






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 8

**Legend**

Filtration Unit

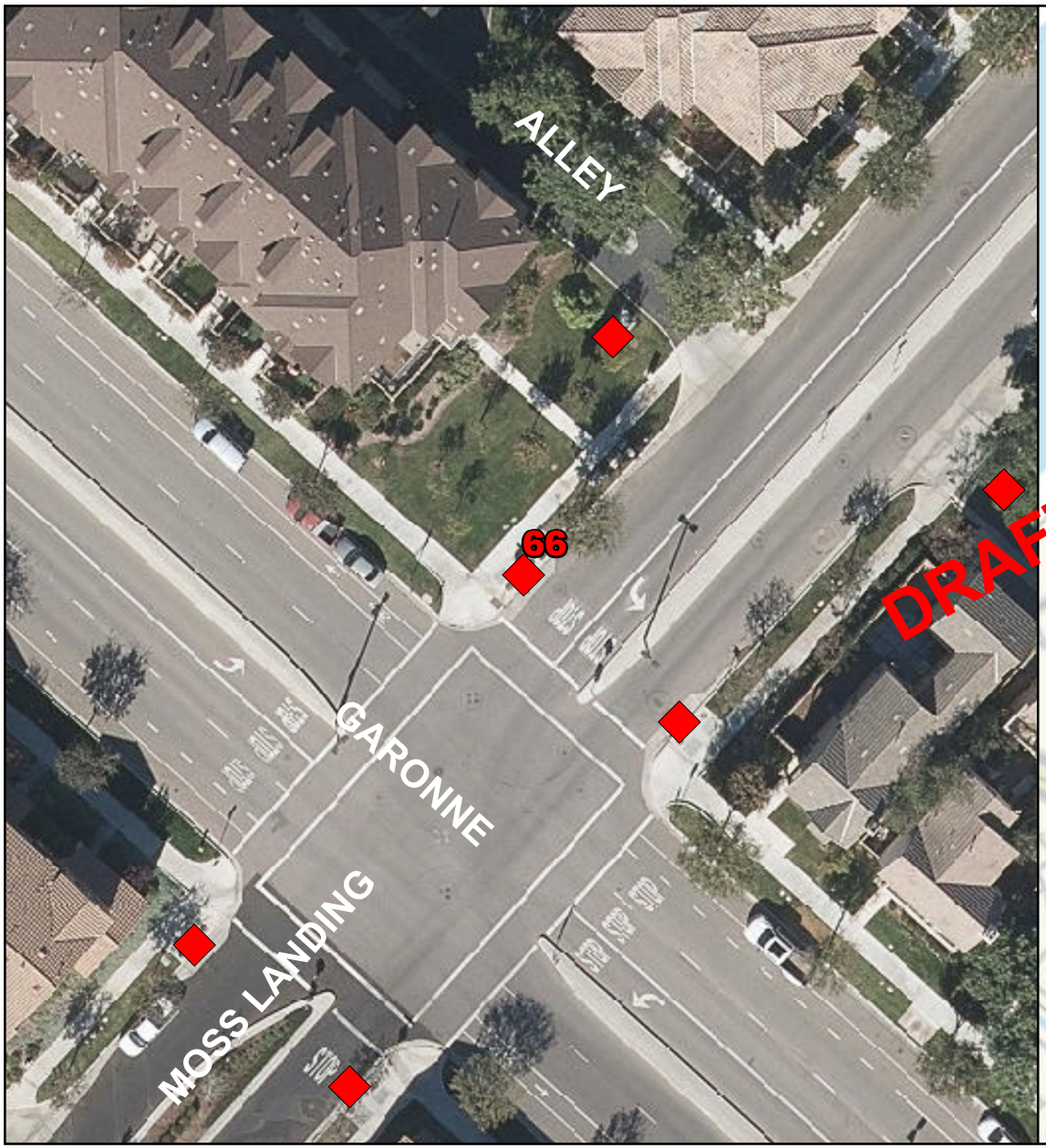
0 15 30 60 90 120 Feet

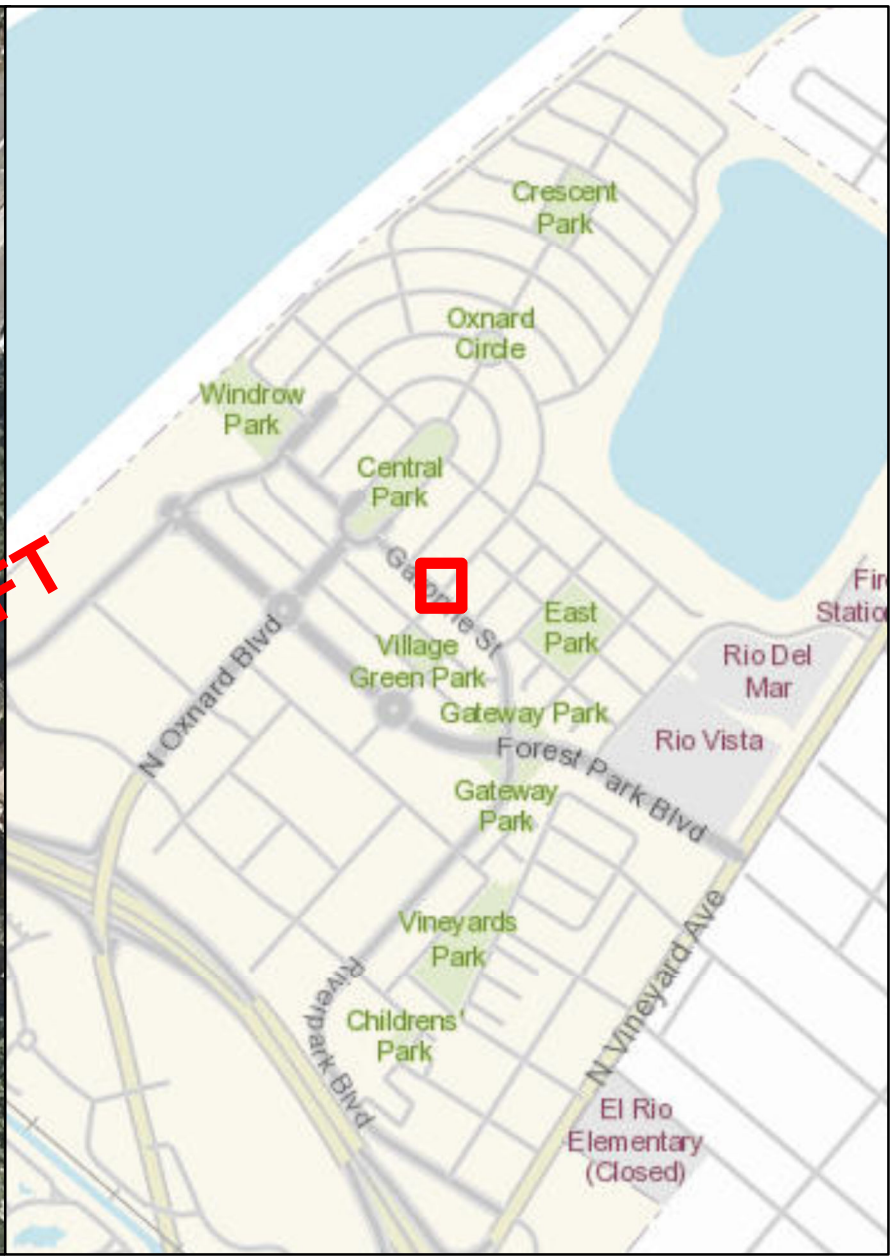


N W E S 270

# Filtration Unit No. 66






## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 10

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

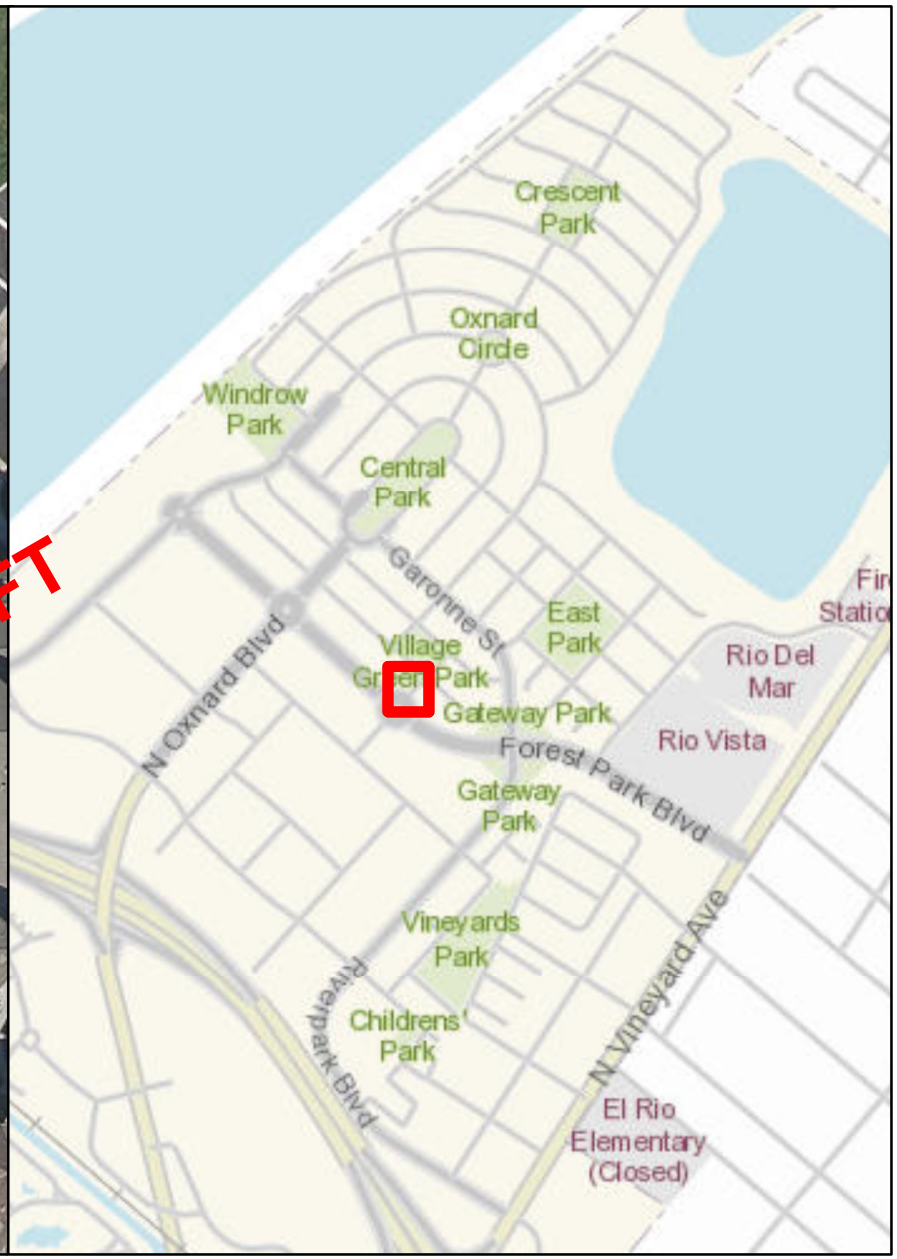


N W E S

# Filtration Unit No. 67






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S 272

# Filtration Unit No. 68









## STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

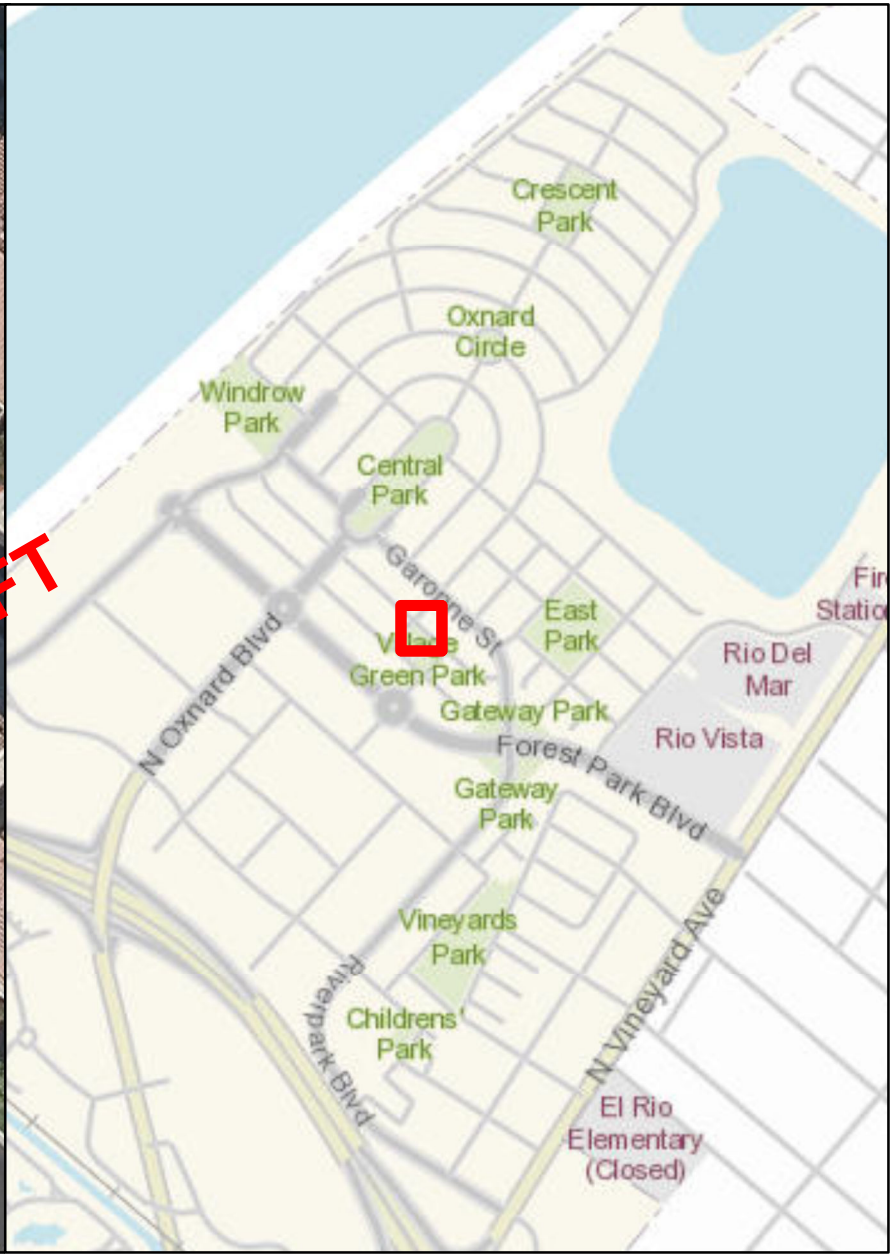


N W E S

# Filtration Unit No. 69






## STORMFILTER CATCHBASIN - 11'X19'

### Number of Cartridges is 3

**Legend**

Filtration Unit

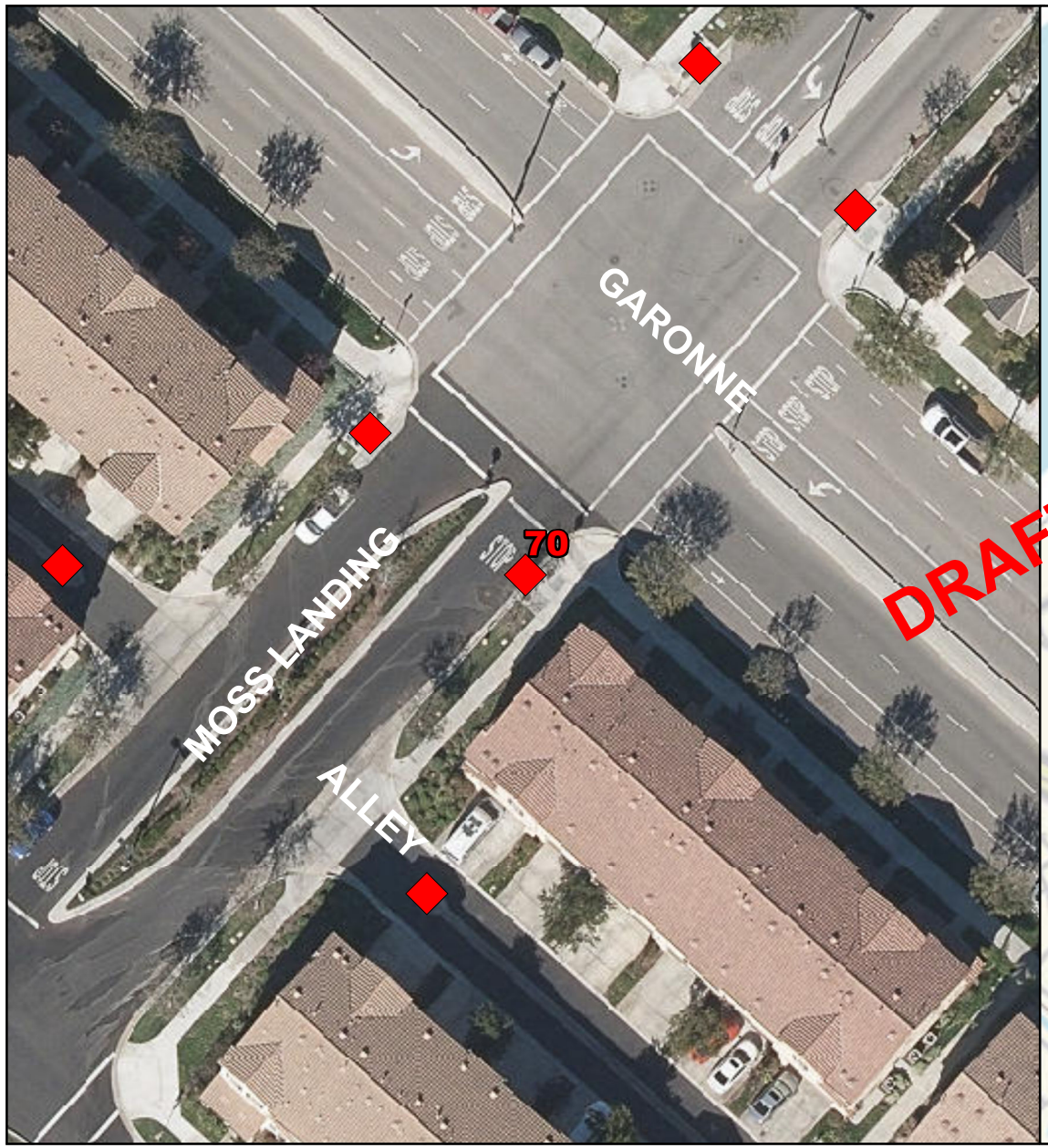
0 15 30 60 90 120 Feet

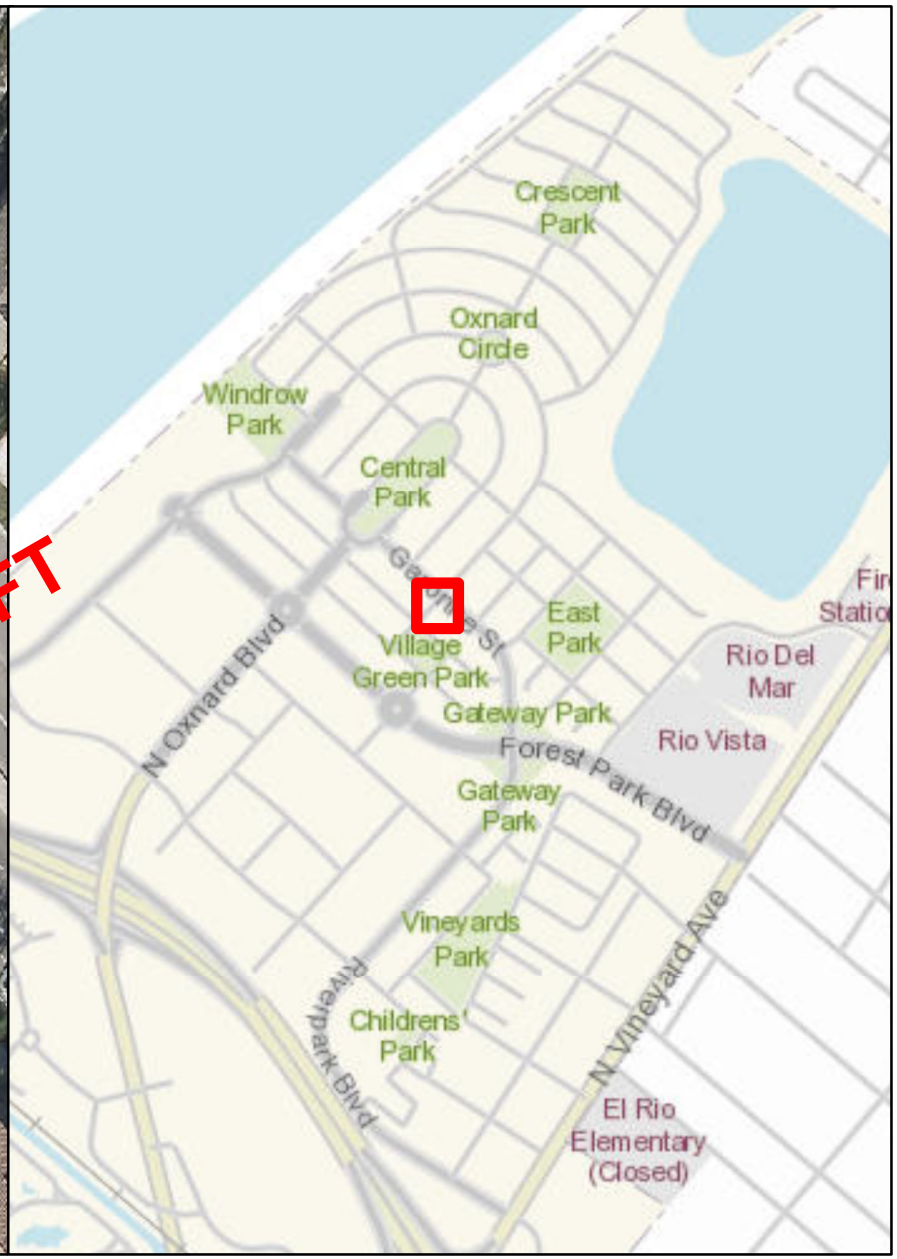


N W E S

# Filtration Unit No. 70






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

**Legend**

Filtration Unit

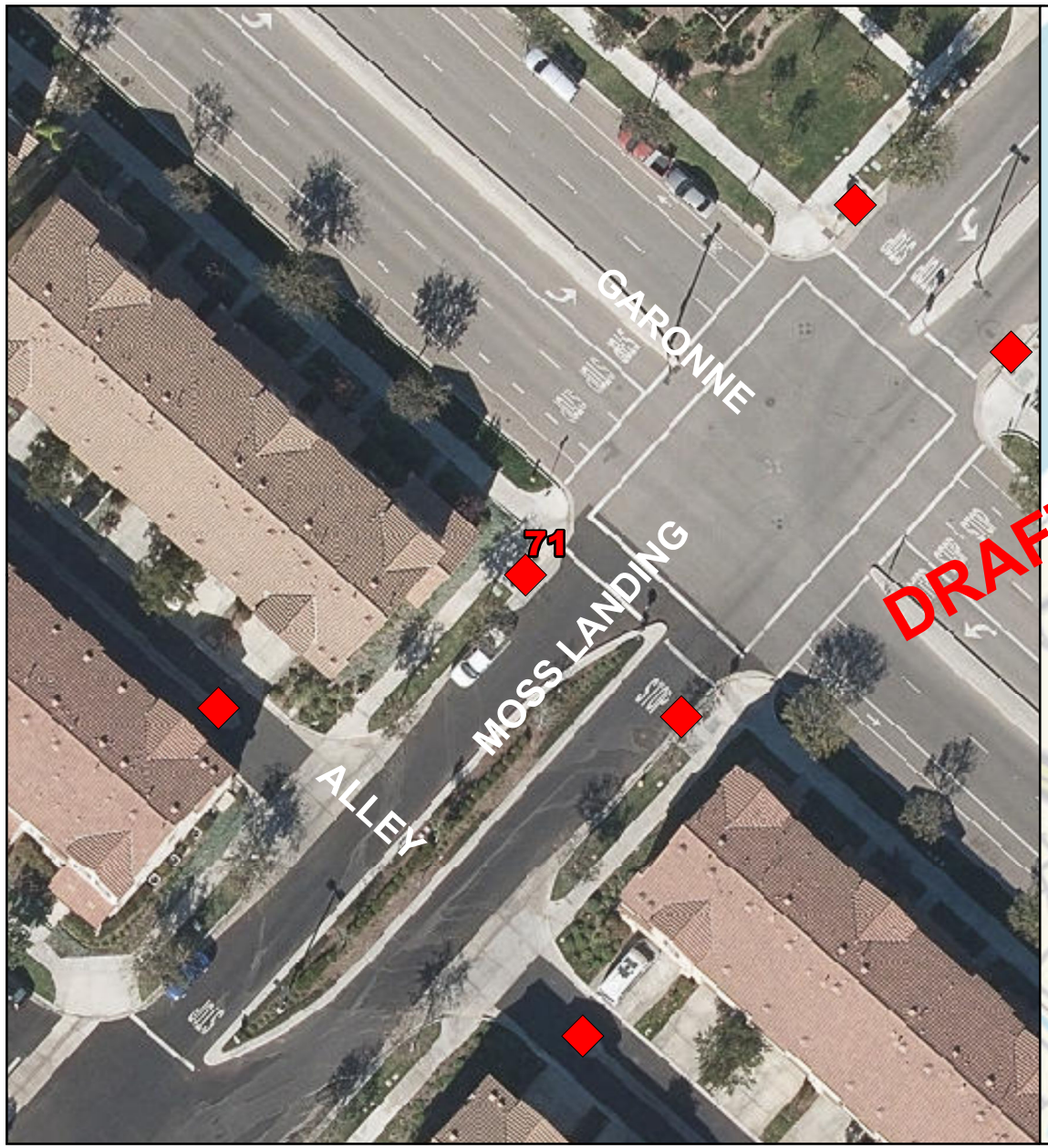
0 15 30 60 90 120 Feet

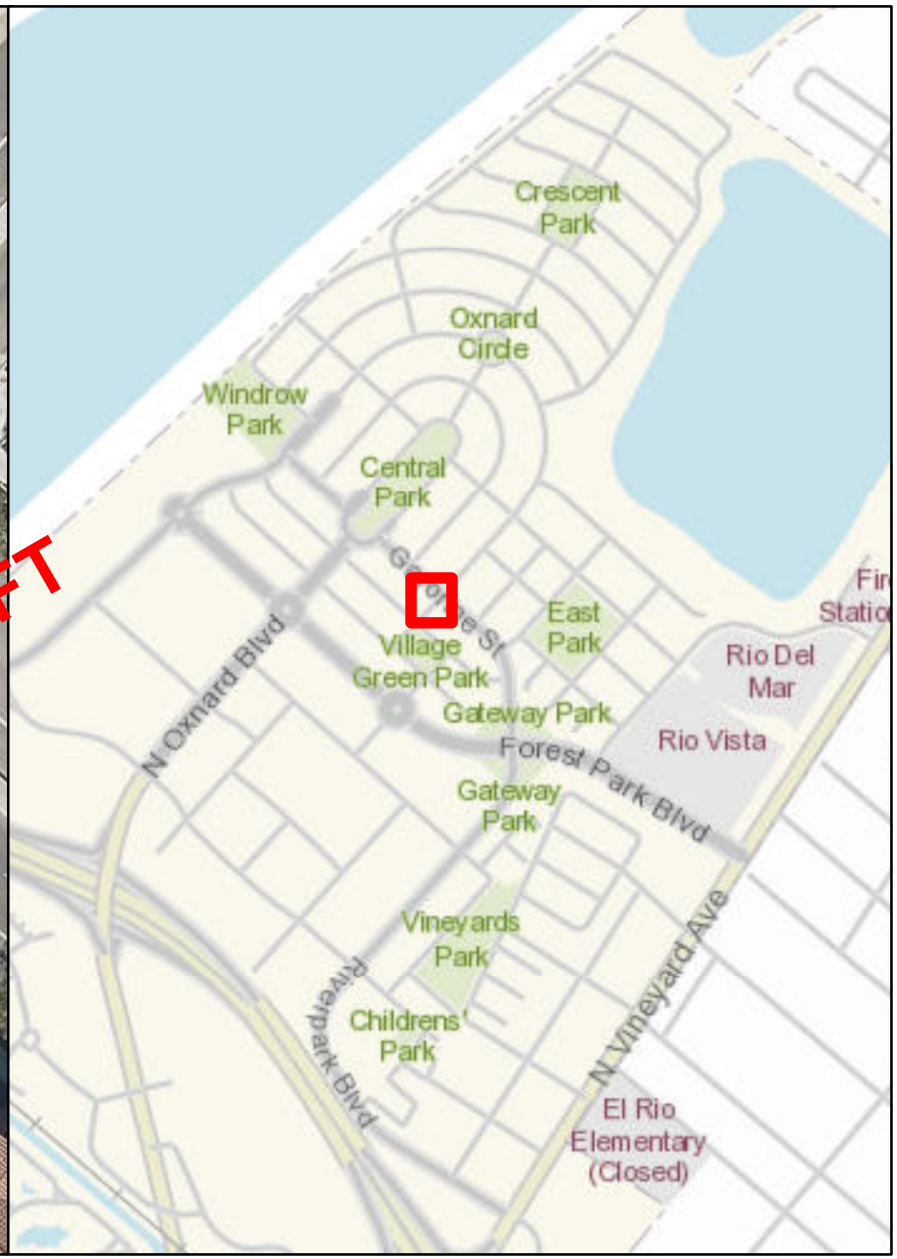


N W E S

# Filtration Unit No. 71






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 7

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

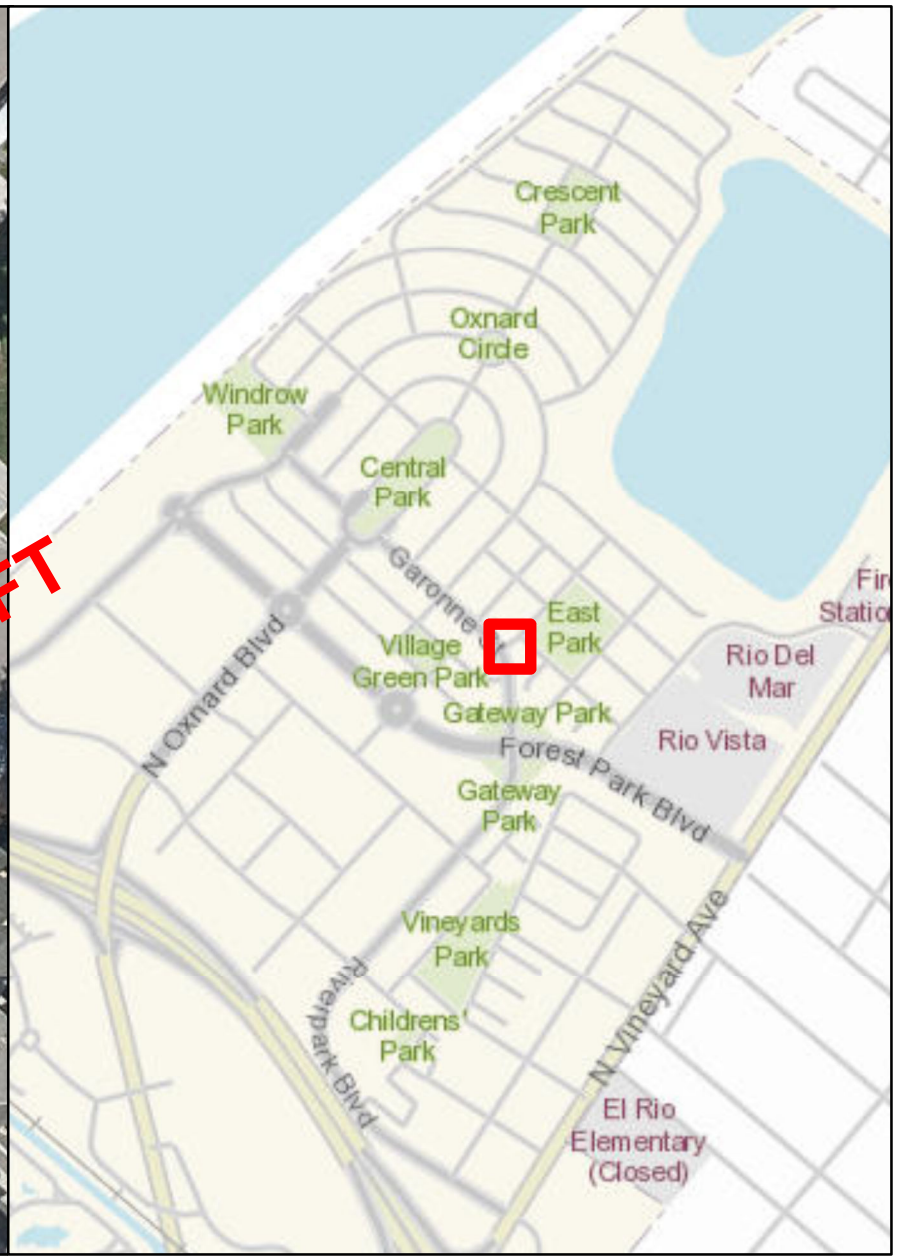


N W E S

# Filtration Unit No. 72






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

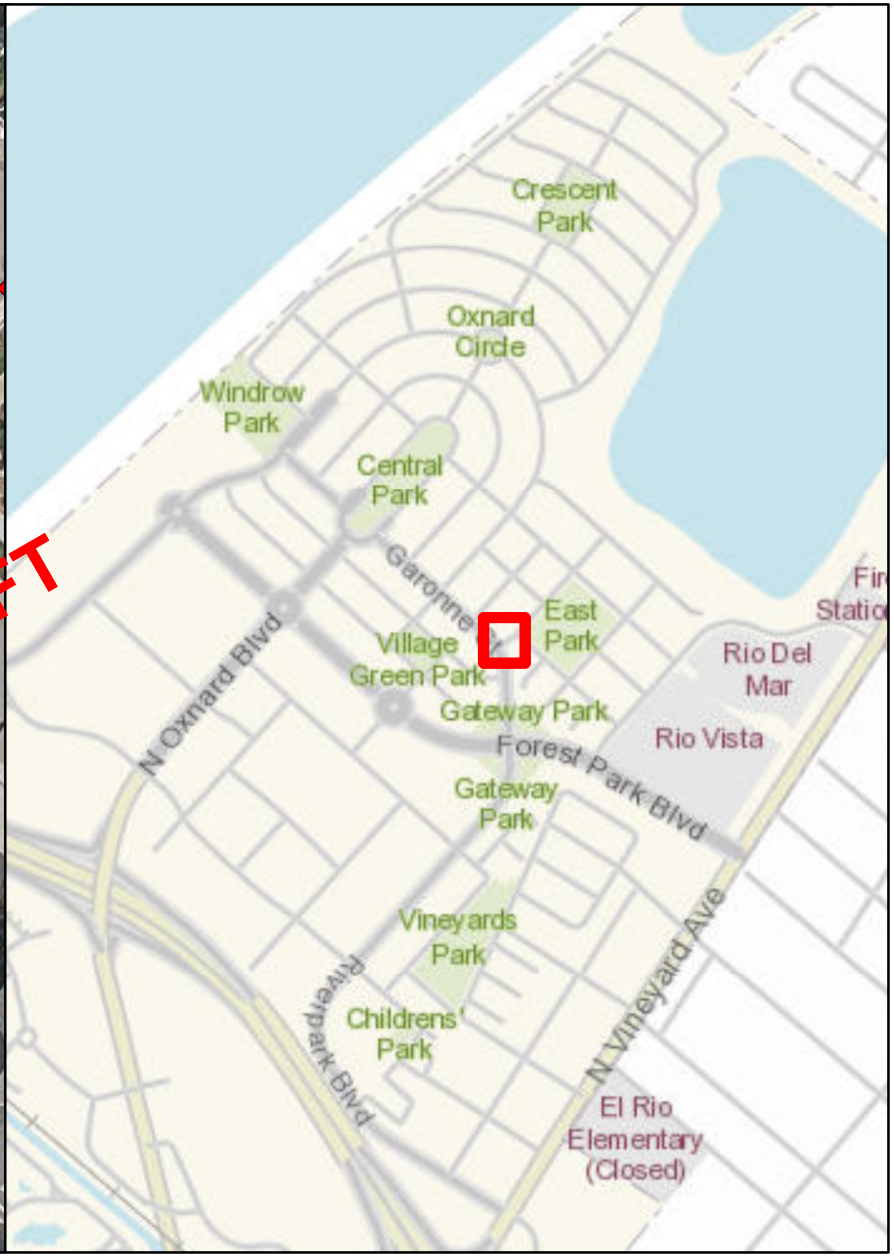


N W E S

# Filtration Unit No. 73






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

**Legend**

Filtration Unit

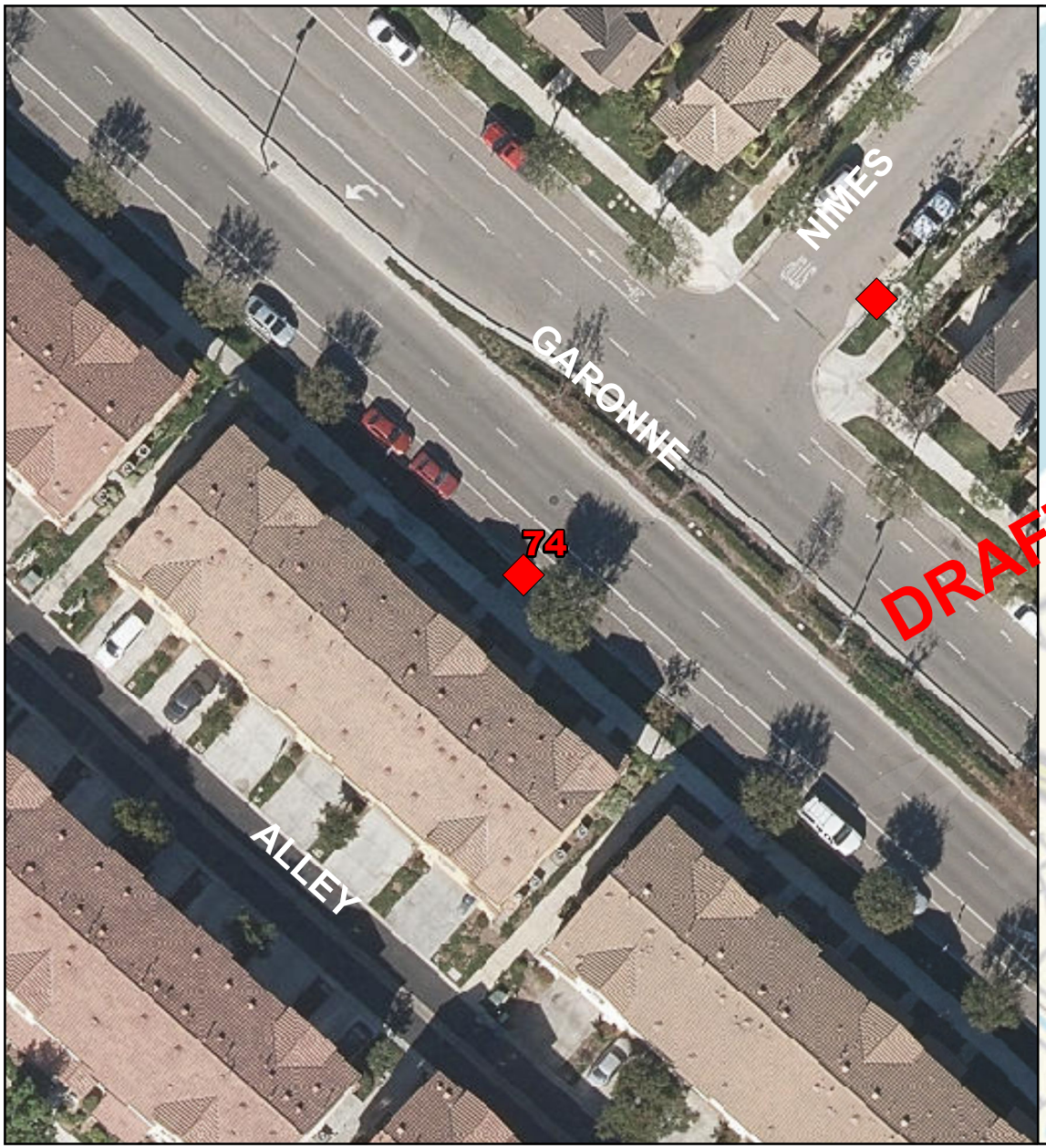
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 74









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

**Legend**

Filtration Unit

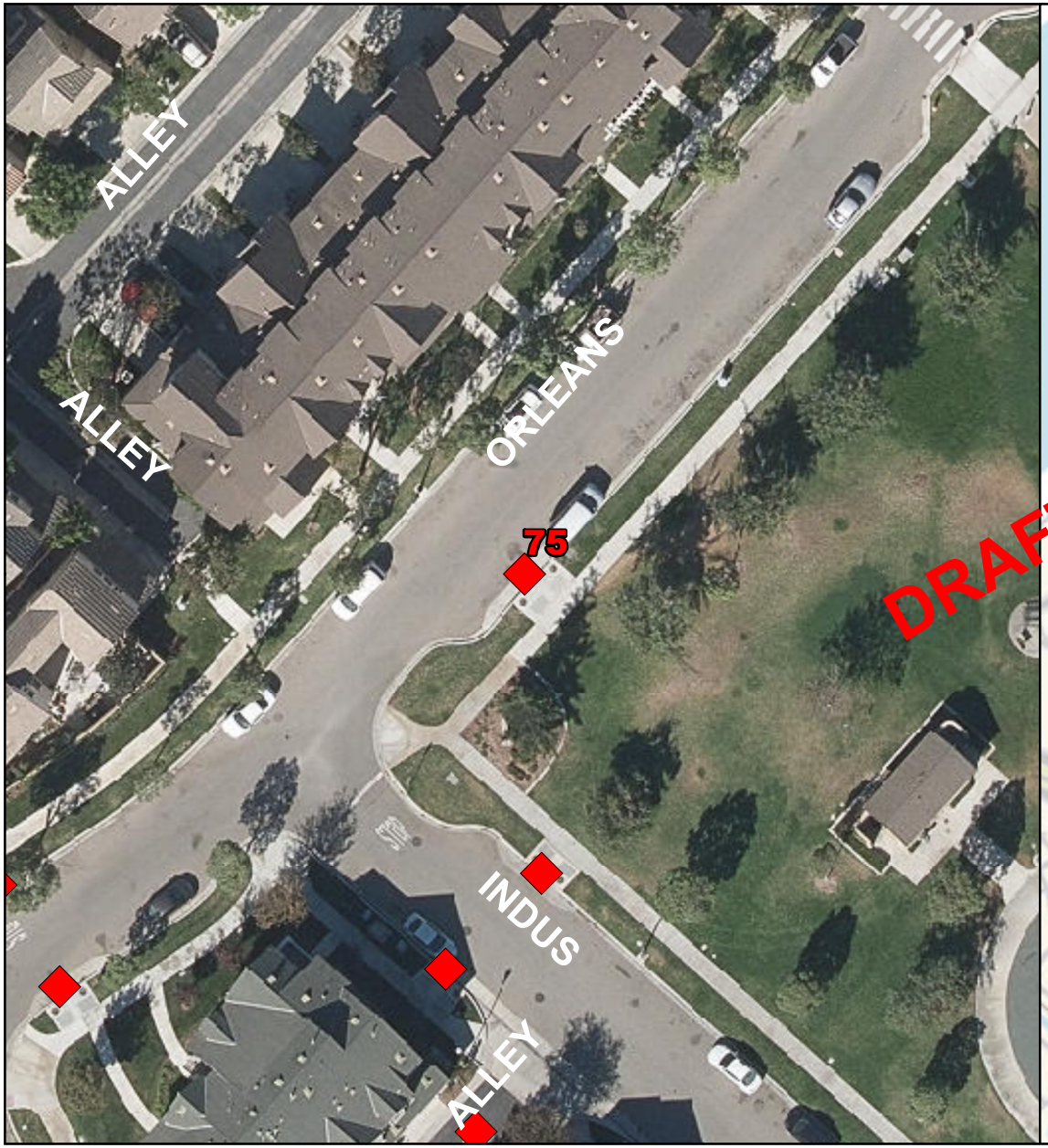
0 15 30 60 90 120 Feet



N W E S 279

# Filtration Unit No. 75









## STORMFILTER CATCHBASIN - 6'X15'

### Number of Cartridges is 13

**Legend**

Filtration Unit

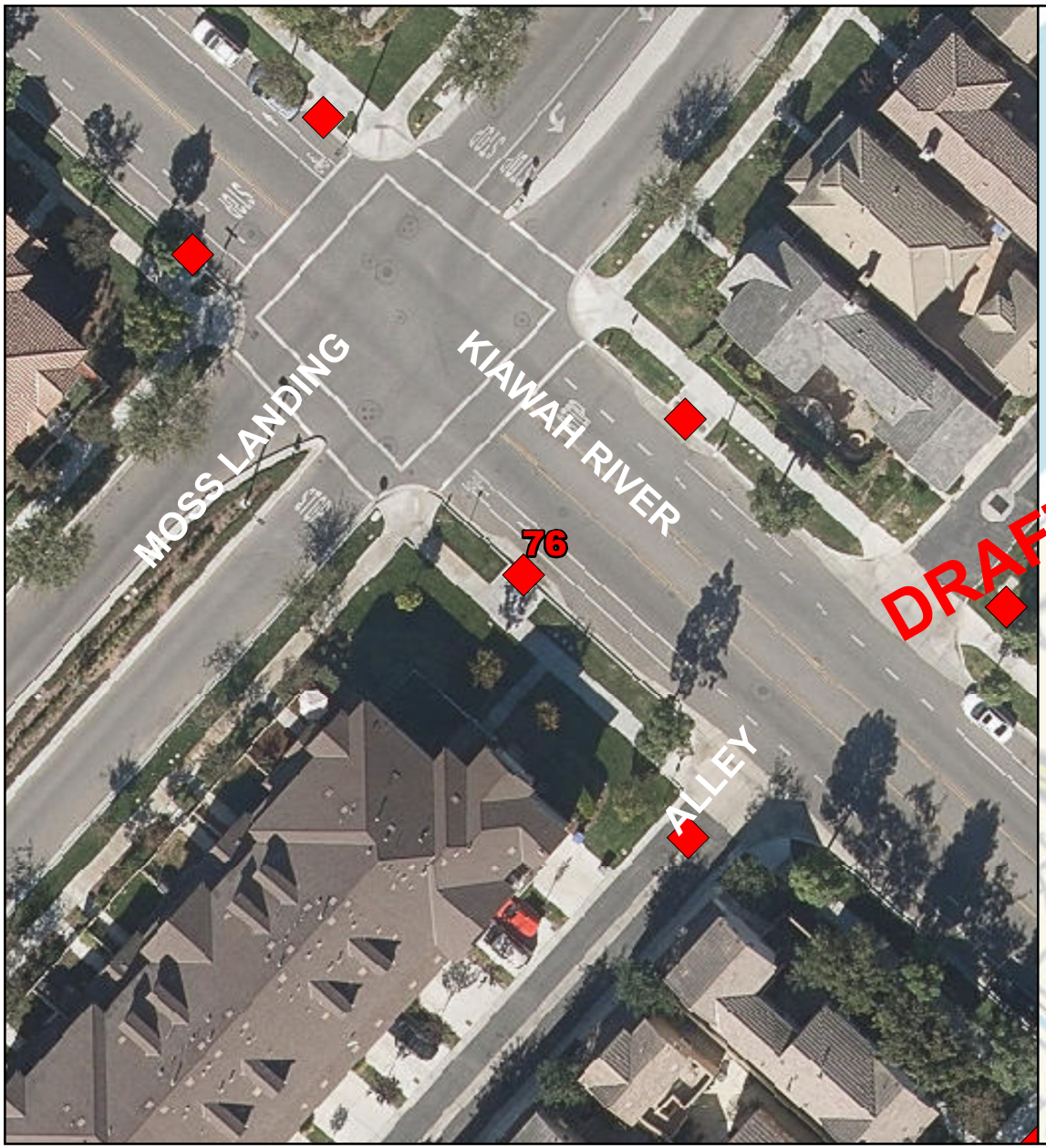
0 15 30 60 90 120 Feet

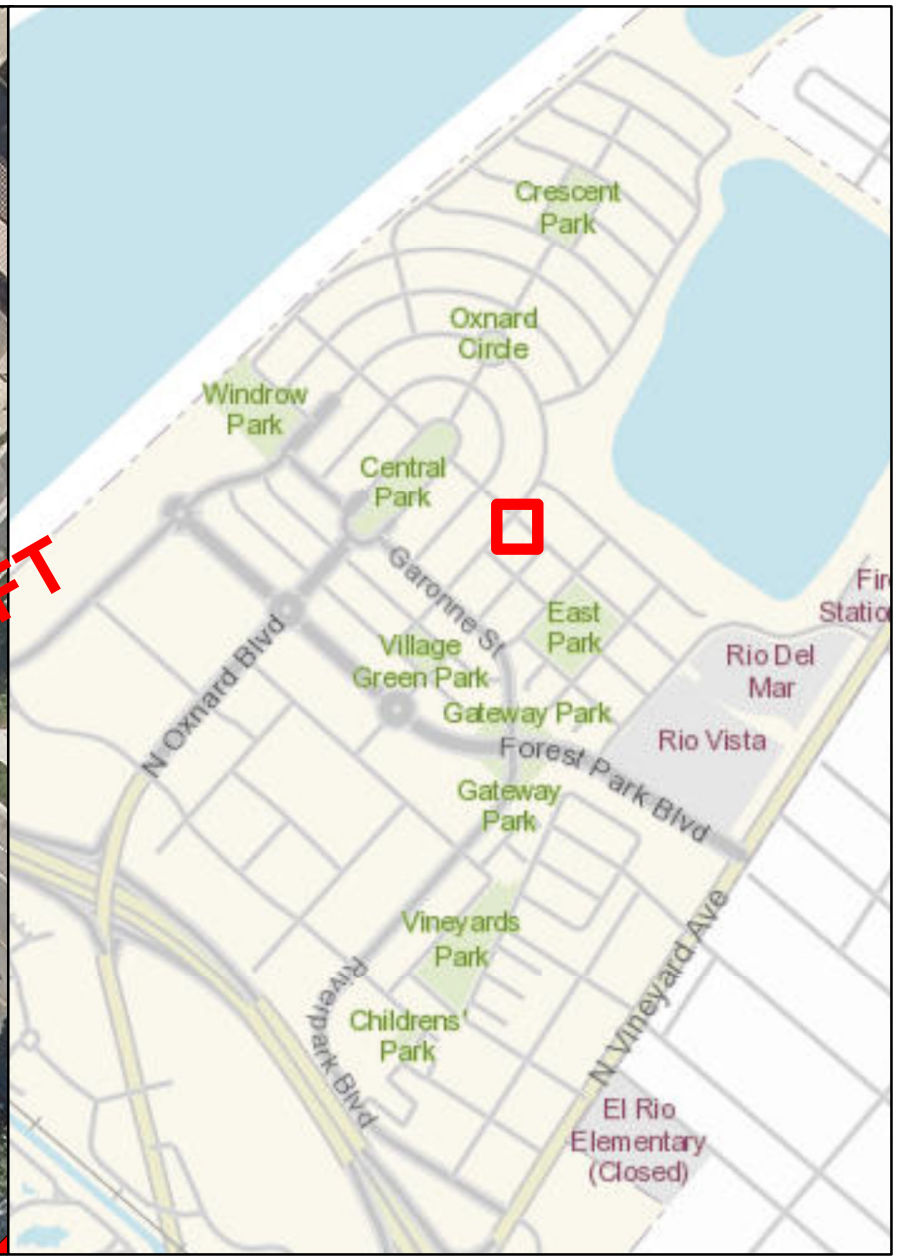


N W E S 280

# Filtration Unit No. 76






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 8

**Legend**

Filtration Unit

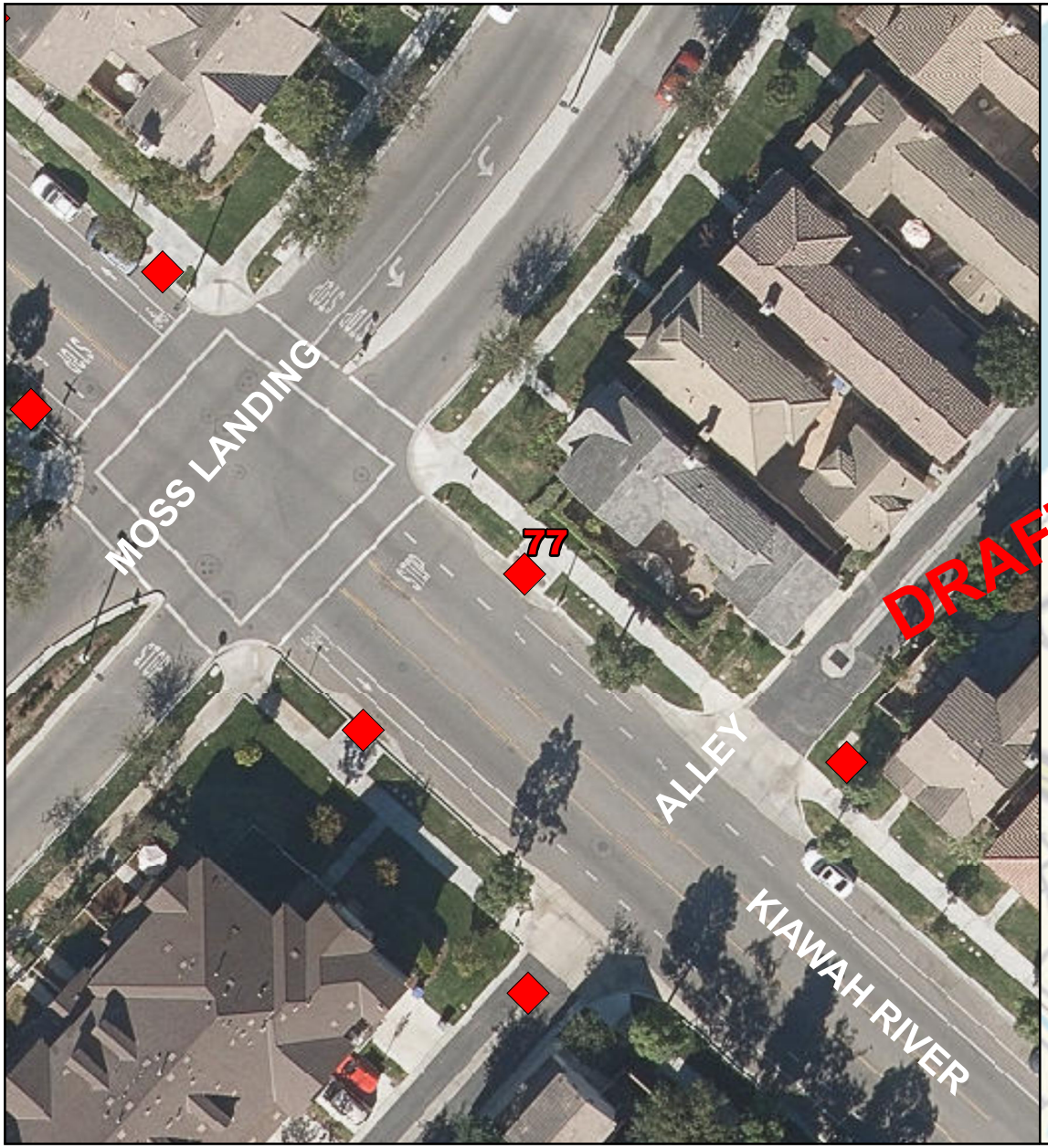
0 15 30 60 90 120 Feet

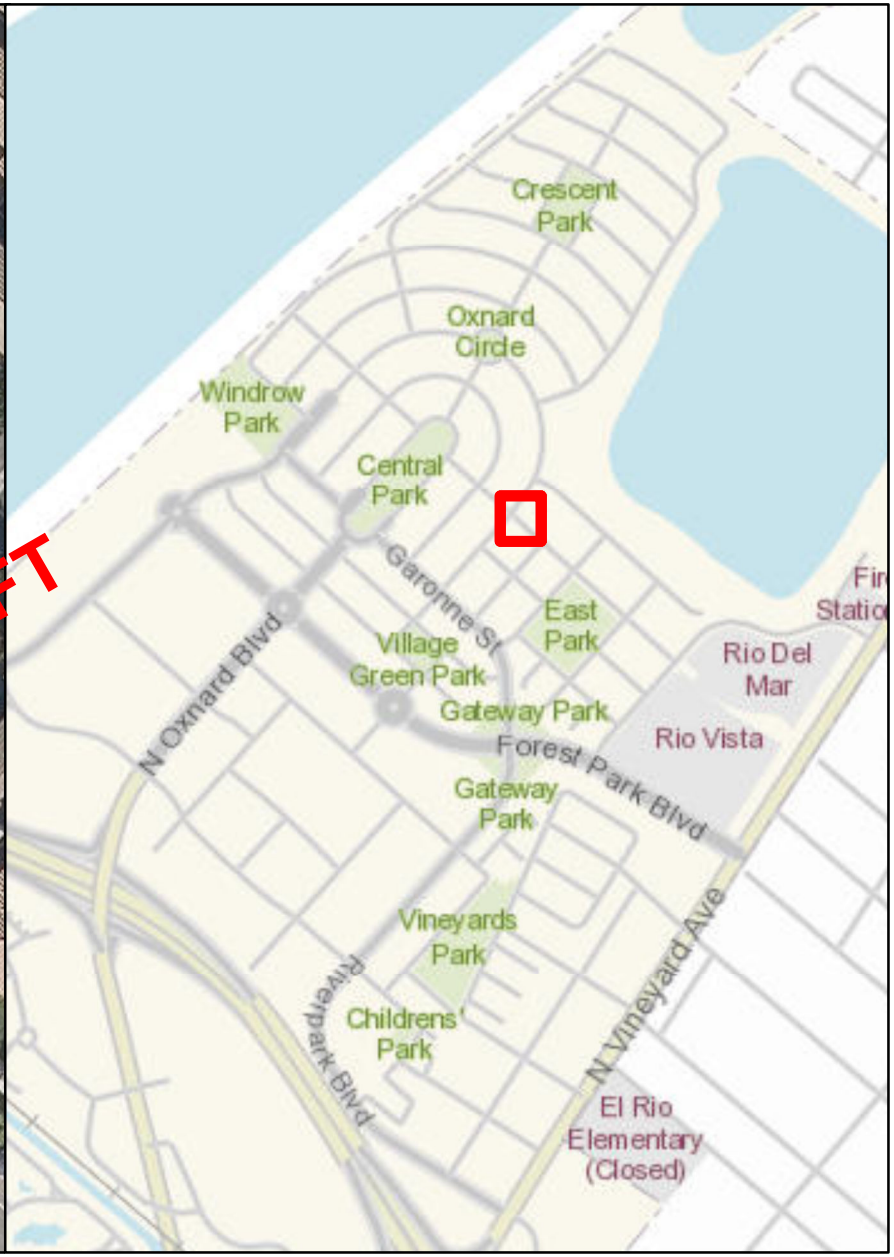


N W E S

# Filtration Unit No. 77






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 7

**Legend**

Filtration Unit

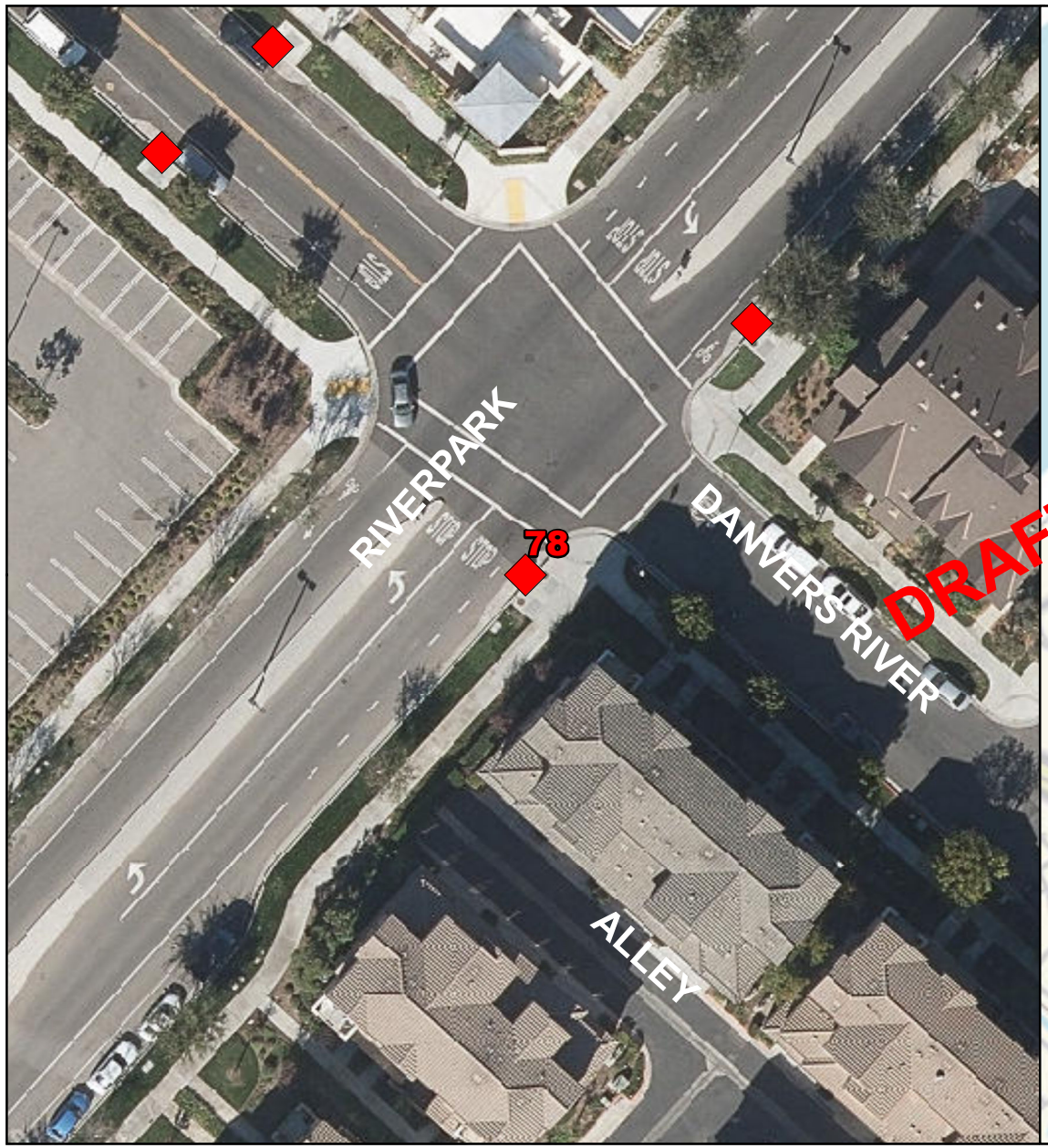
0 15 30 60 90 120 Feet

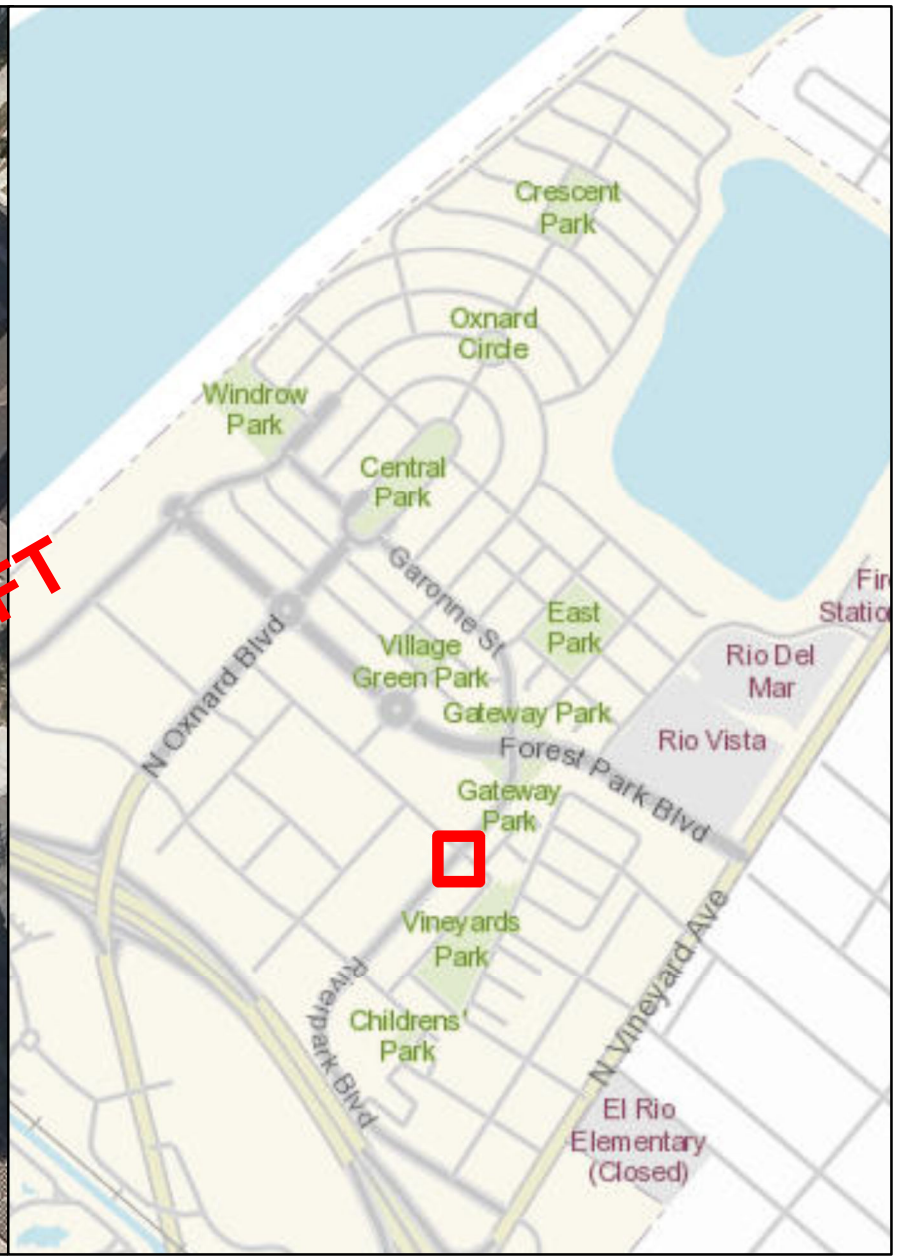


N W E S

# Filtration Unit No. 78






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

**Legend**

Filtration Unit

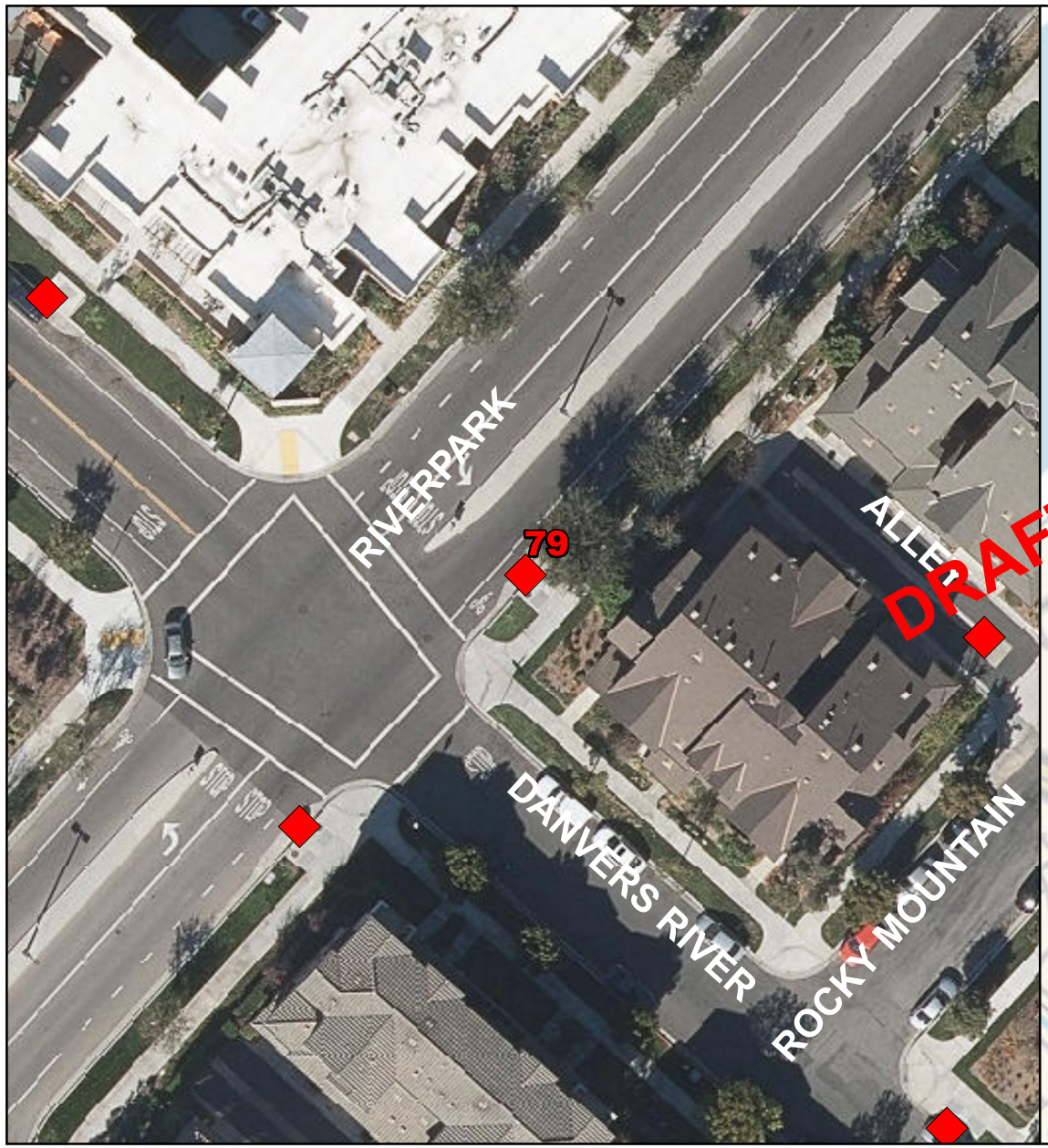
0 15 30 60 90 120 Feet

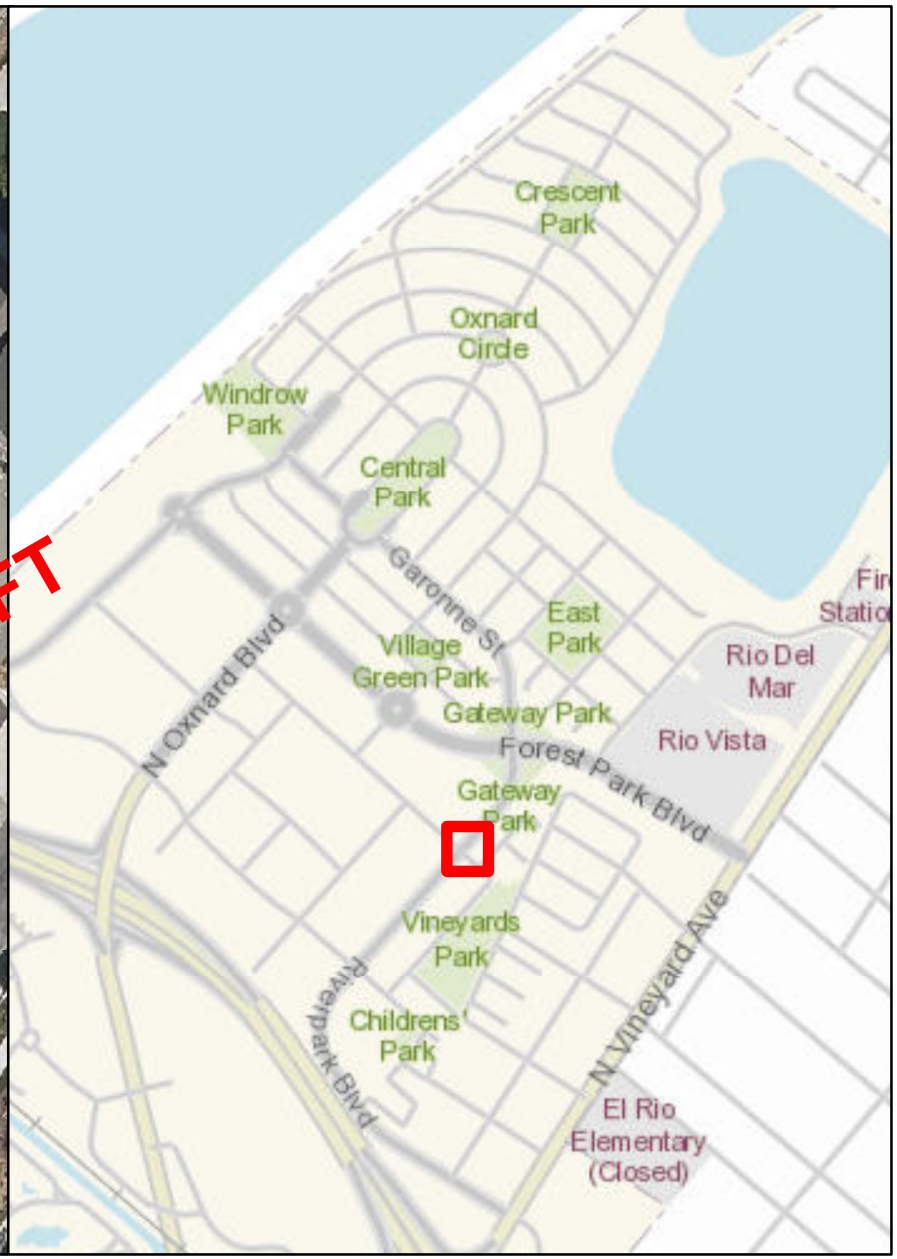


N W E S

# Filtration Unit No. 79






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

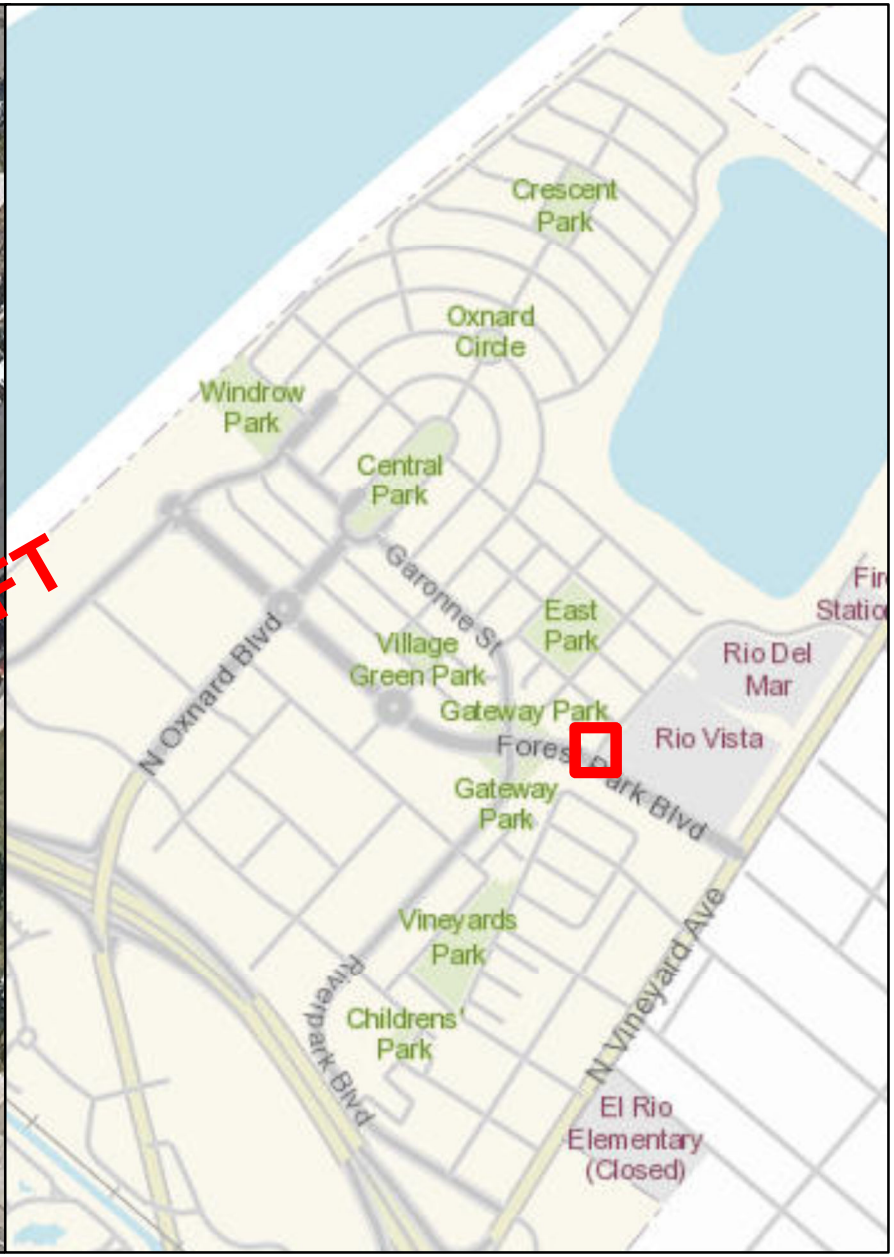


N W E S

# Filtration Unit No. 80






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

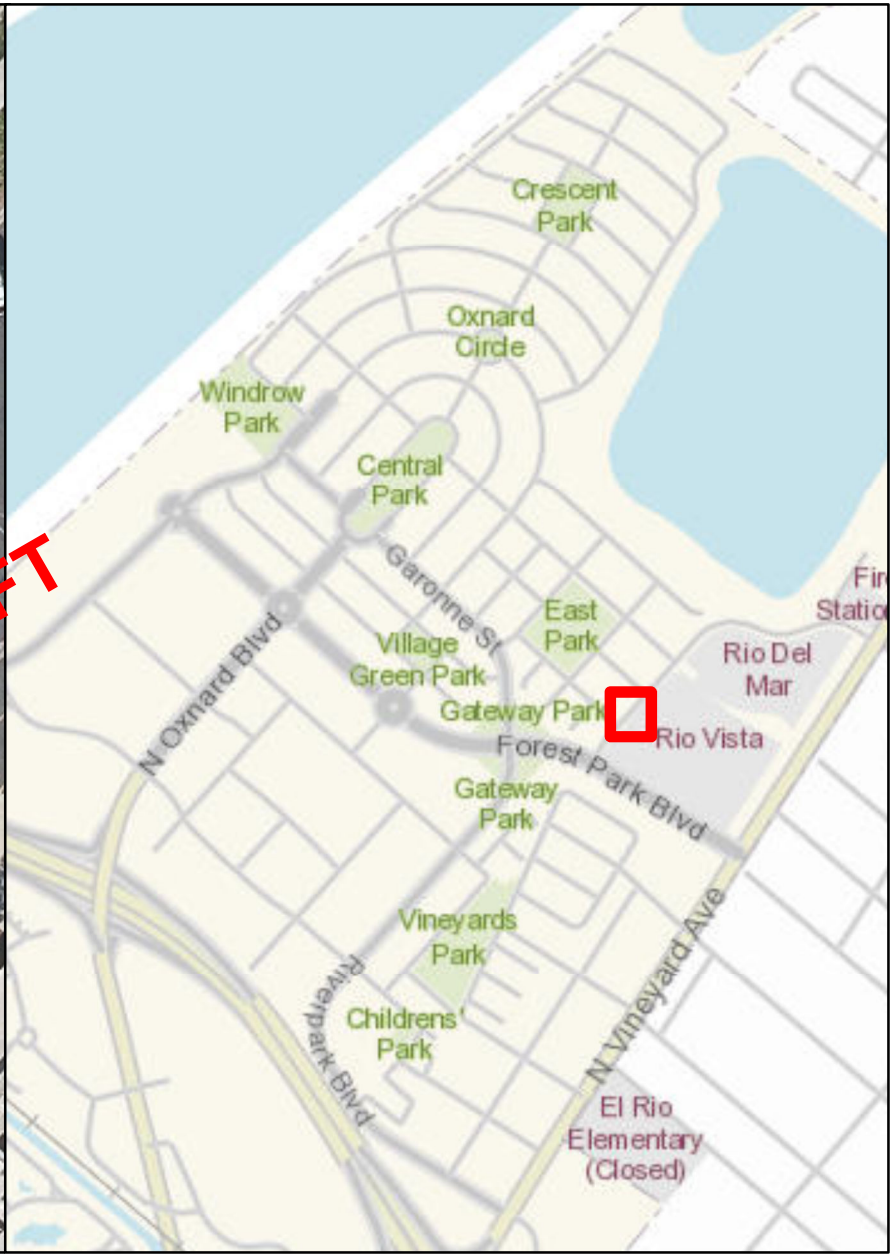


N W E S

# Filtration Unit No. 81






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 82









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 83









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

**Legend**

Filtration Unit

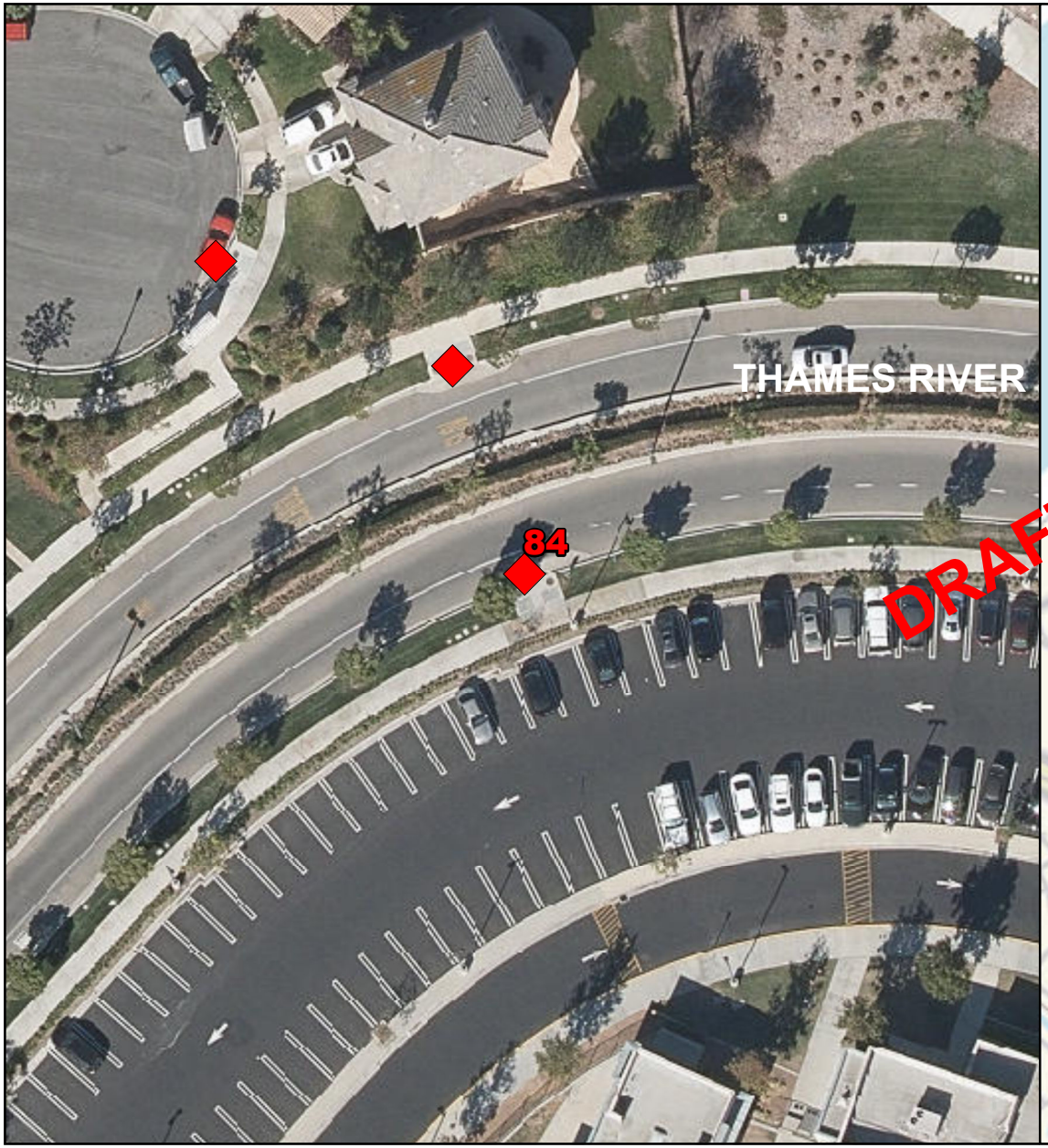
0 15 30 60 90 120 Feet

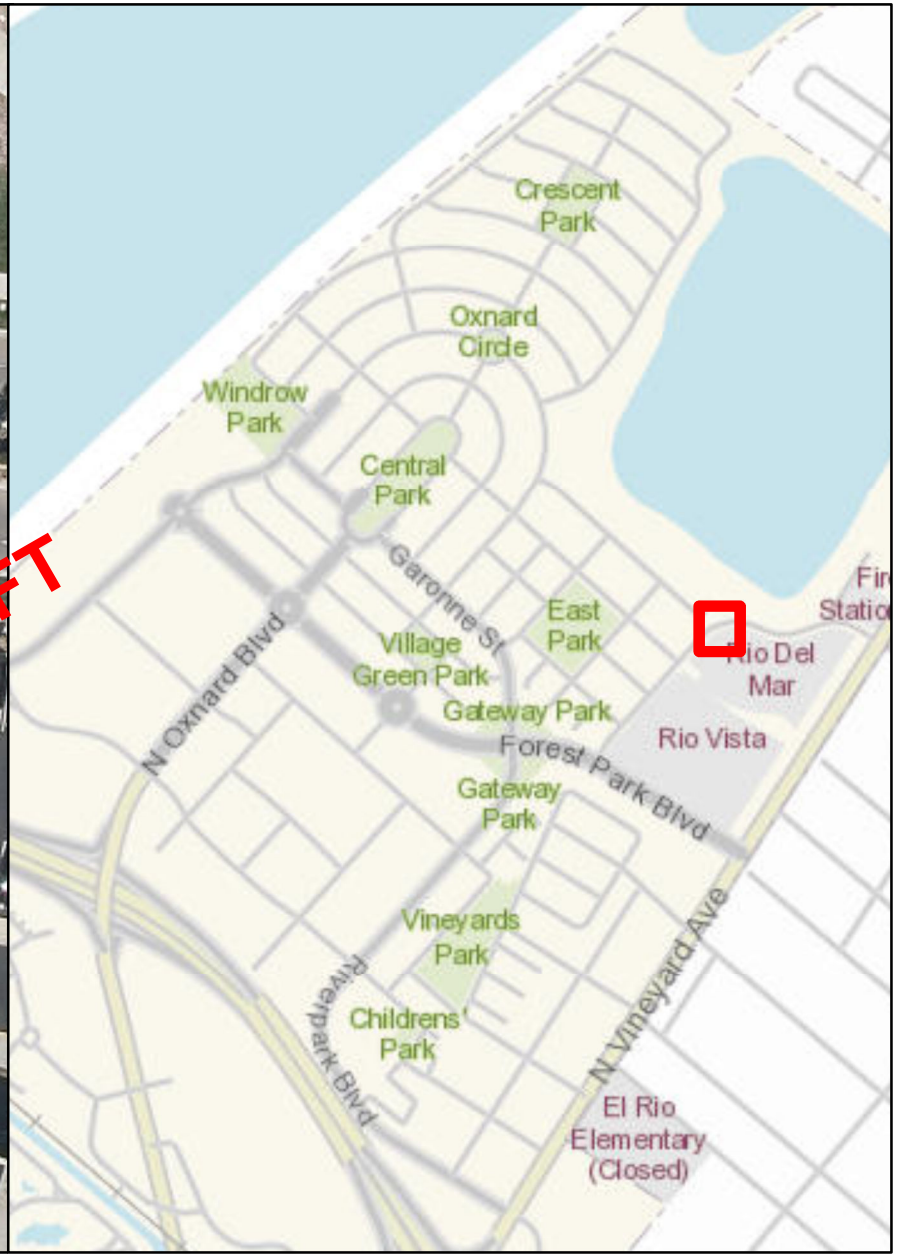


N W E S 288

# Filtration Unit No. 84






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 7

**Legend**

Filtration Unit

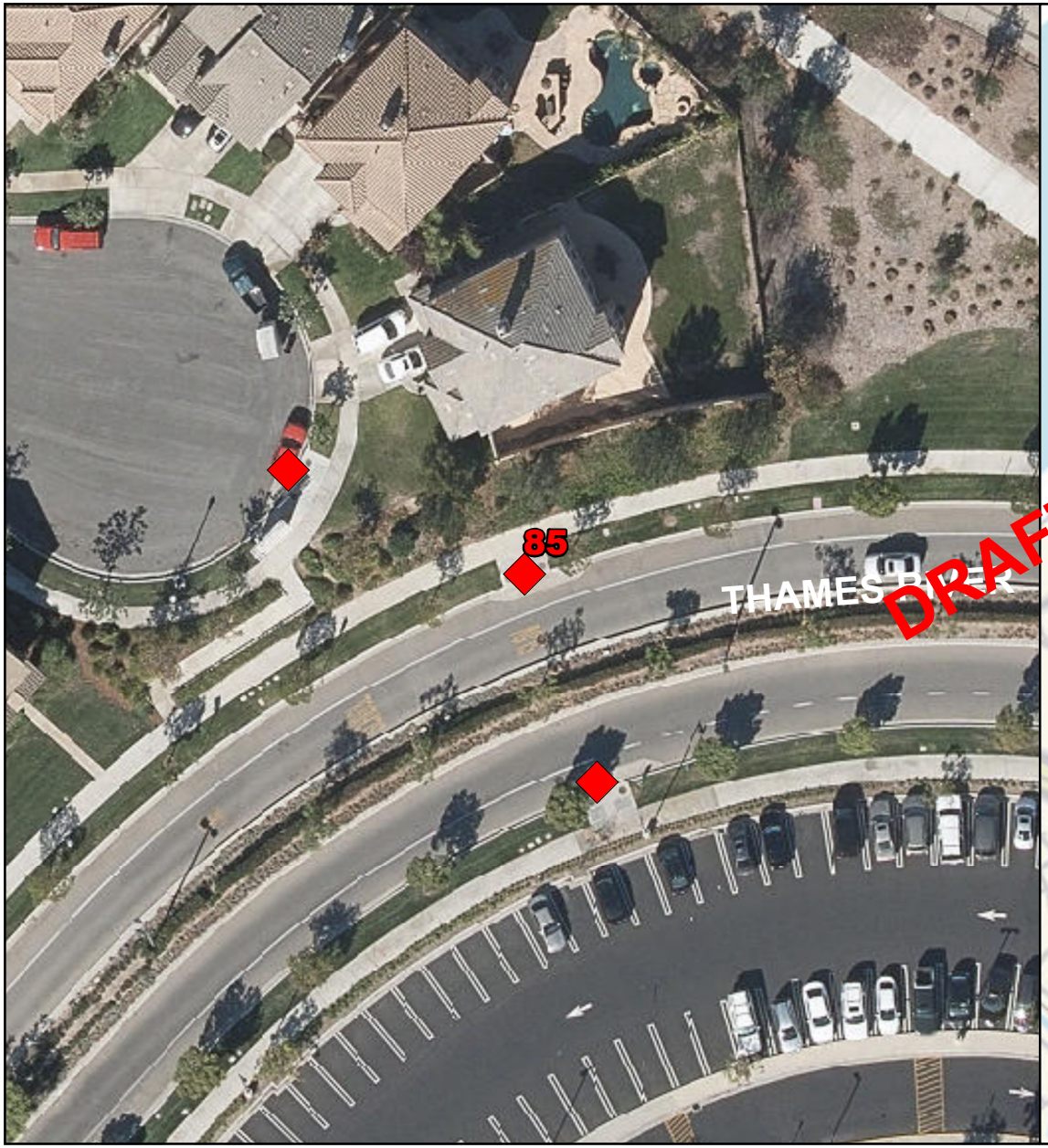
0 15 30 60 90 120 Feet

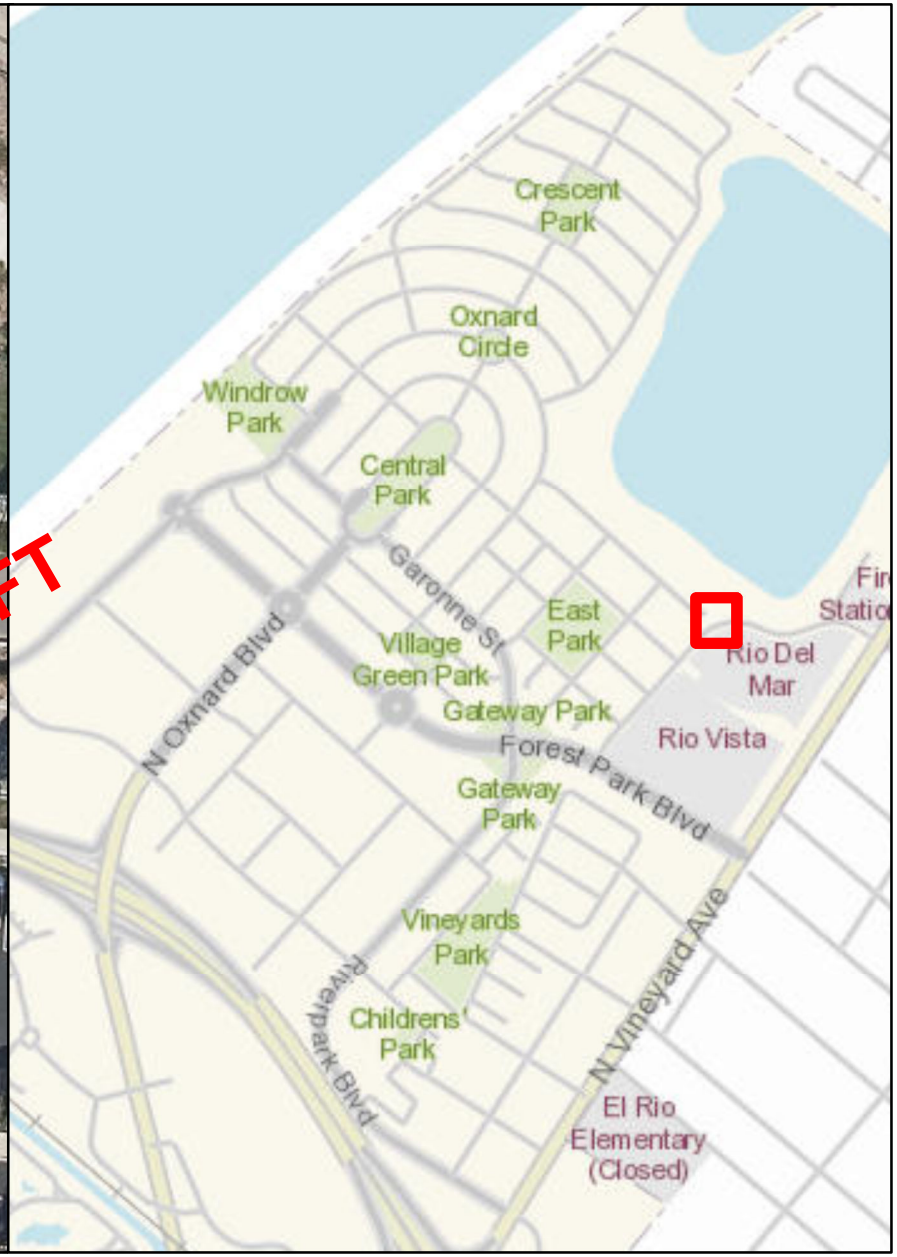


N W E S

# Filtration Unit No. 85






## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 10

**Legend**

Filtration Unit

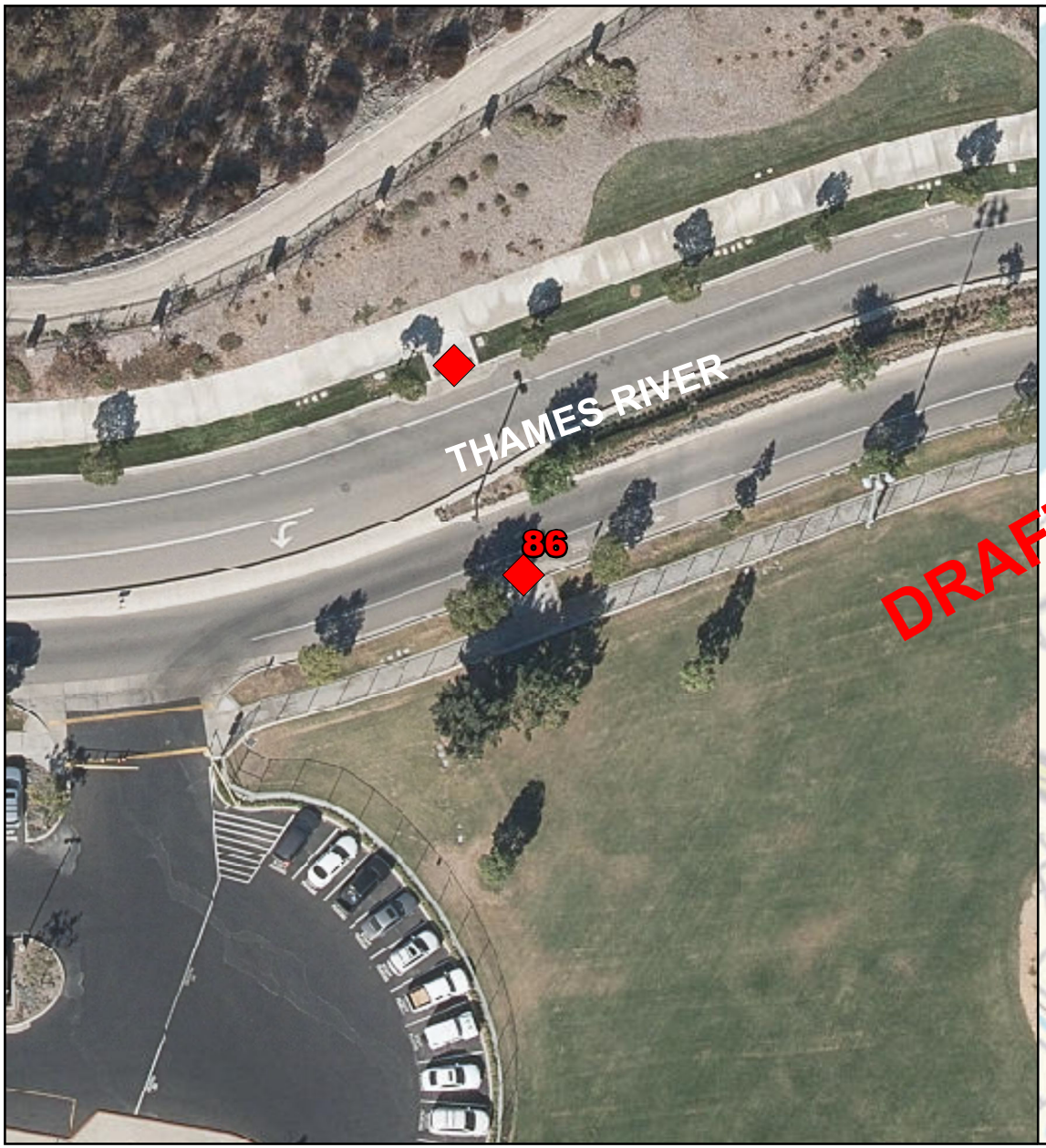
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 86









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

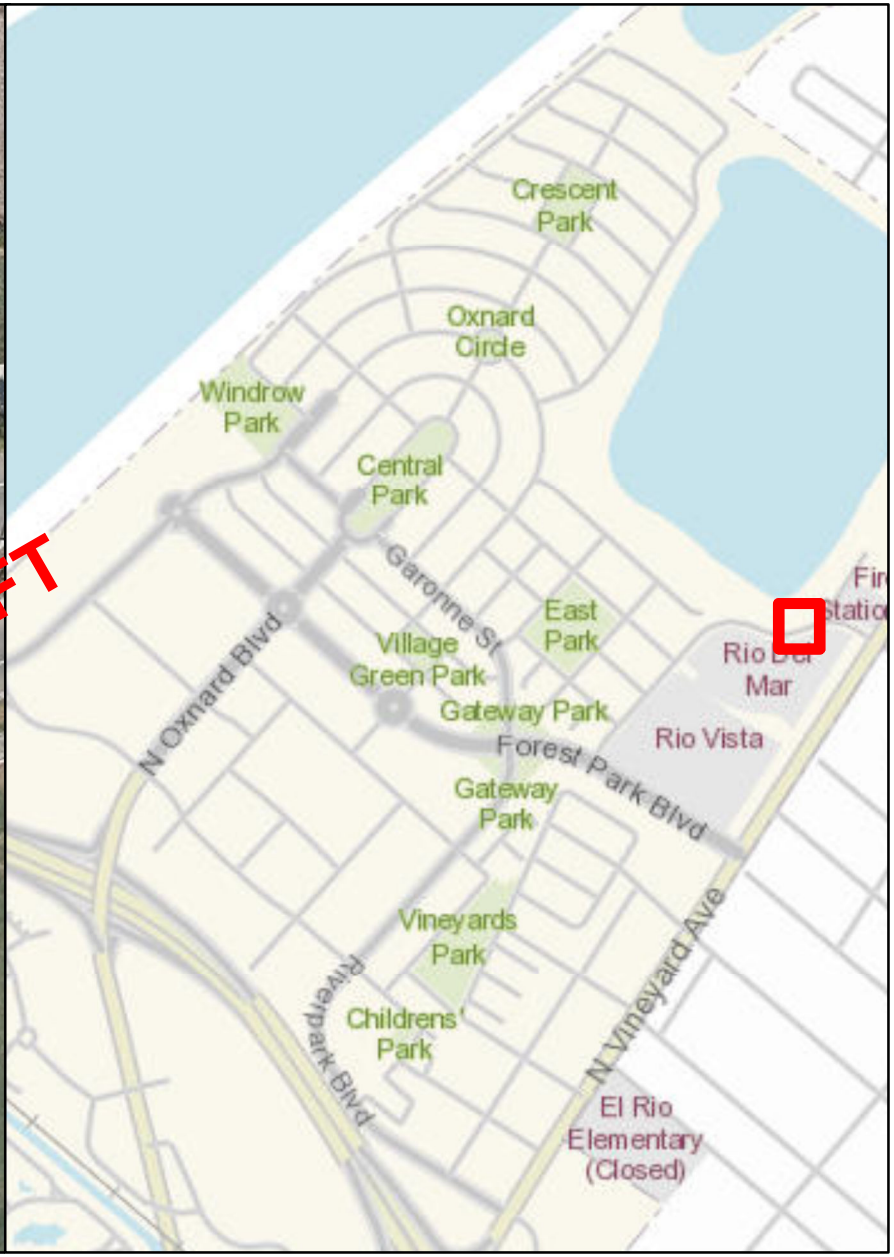


N W E S

# Filtration Unit No. 87






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

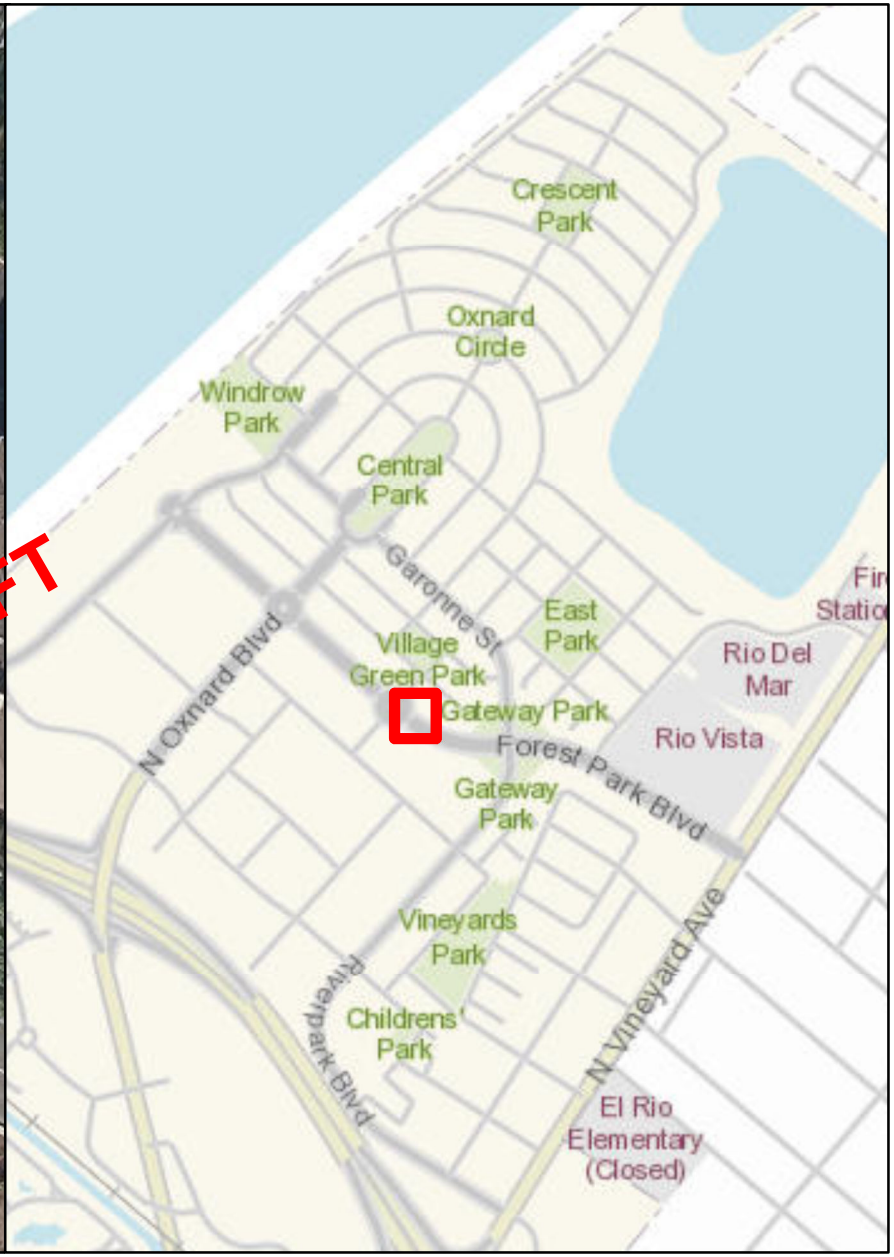


N W E S

# Filtration Unit No. 88






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

**Legend**

Filtration Unit

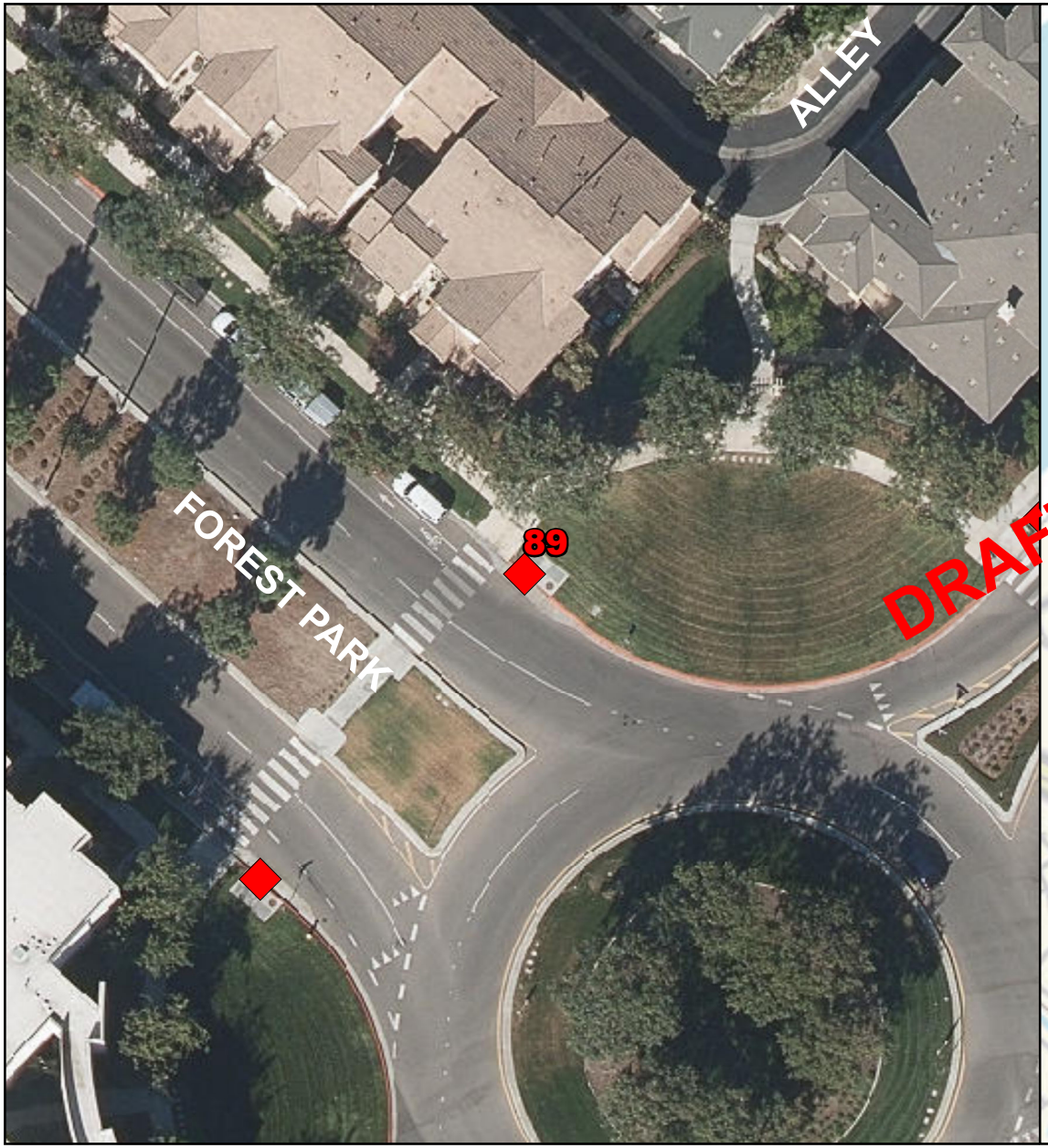
0 15 30 60 90 120 Feet

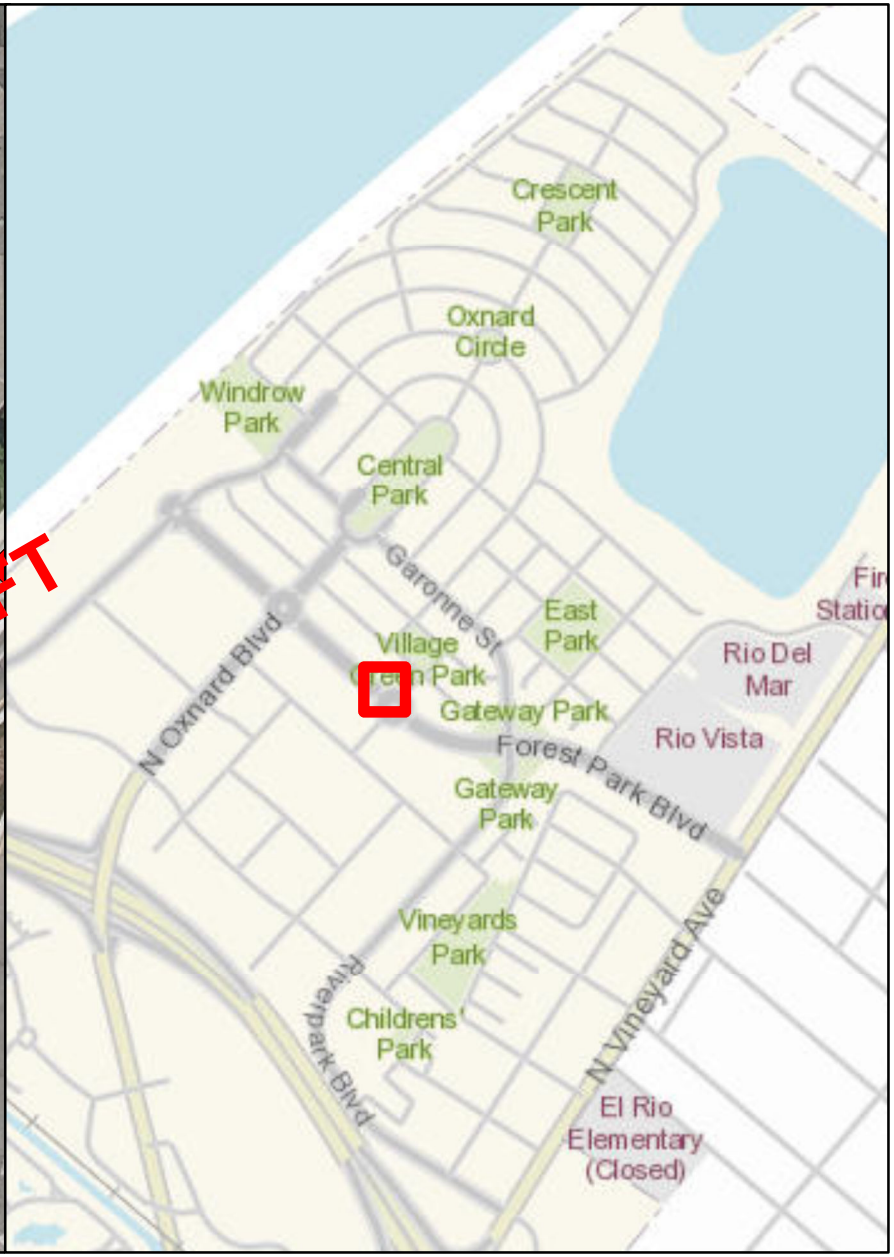


N W E S

# Filtration Unit No. 89






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 7

**Legend**

Filtration Unit

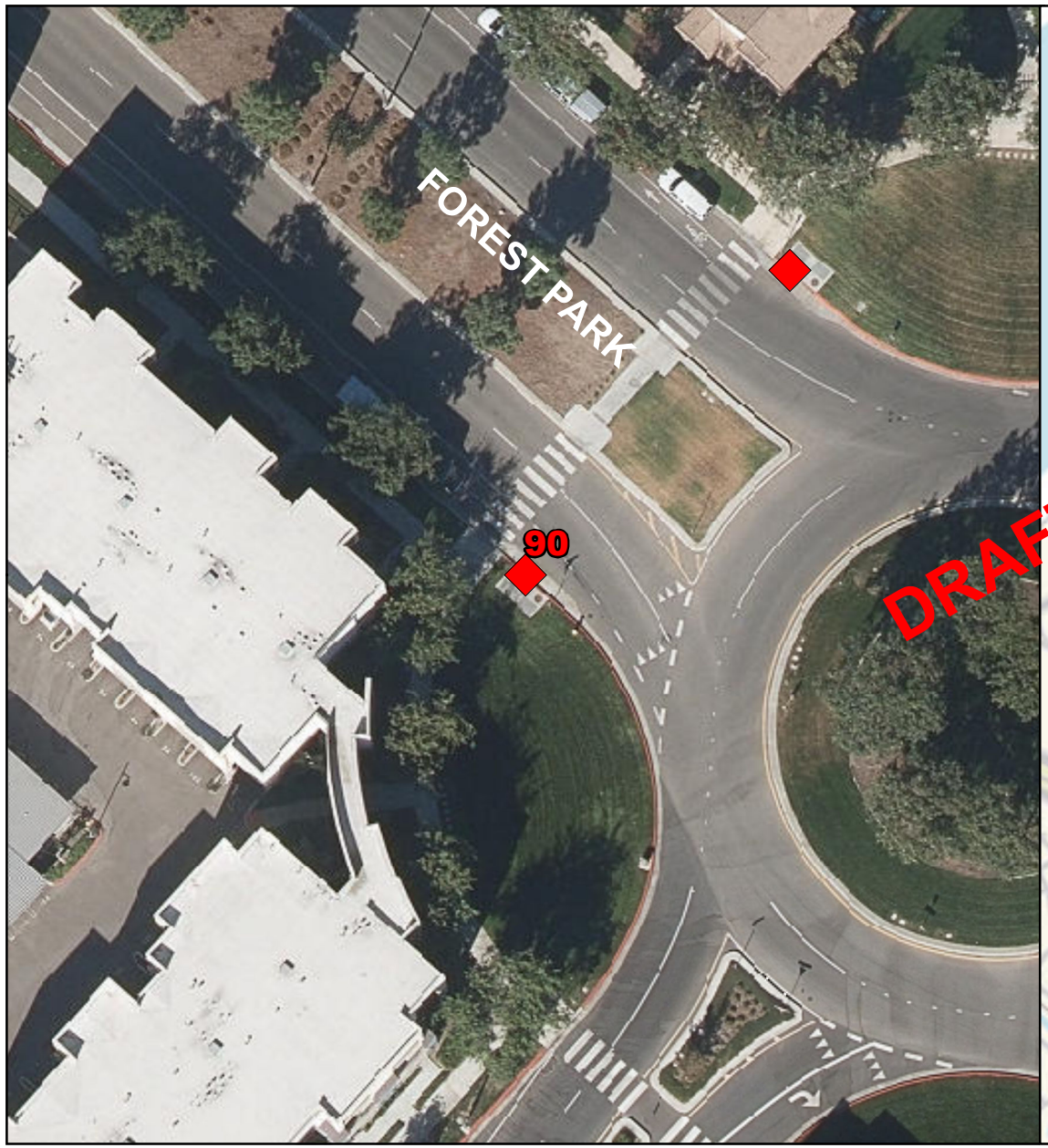
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 90









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

**Legend**

Filtration Unit

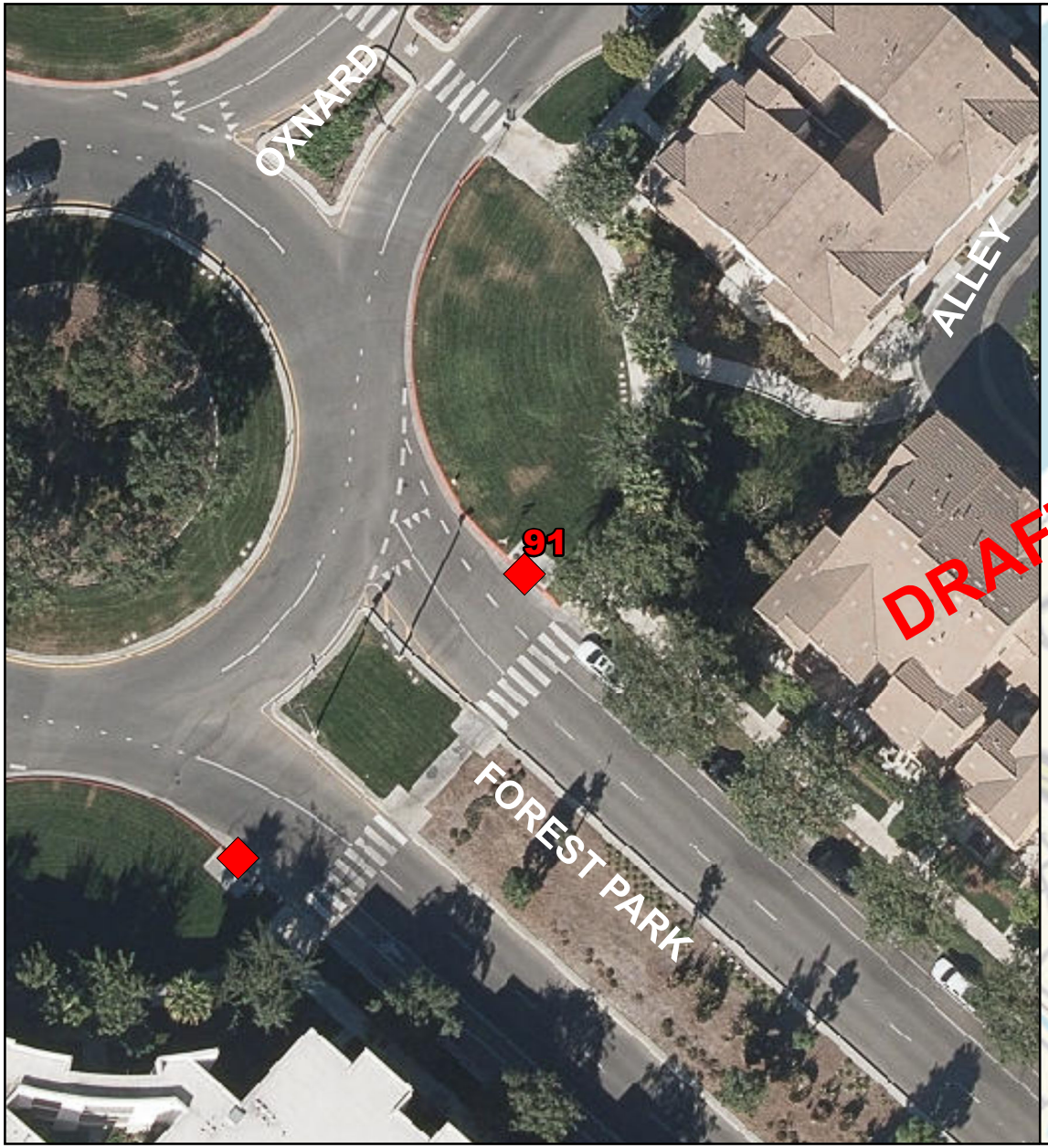
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 91









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 8

**Legend**

Filtration Unit

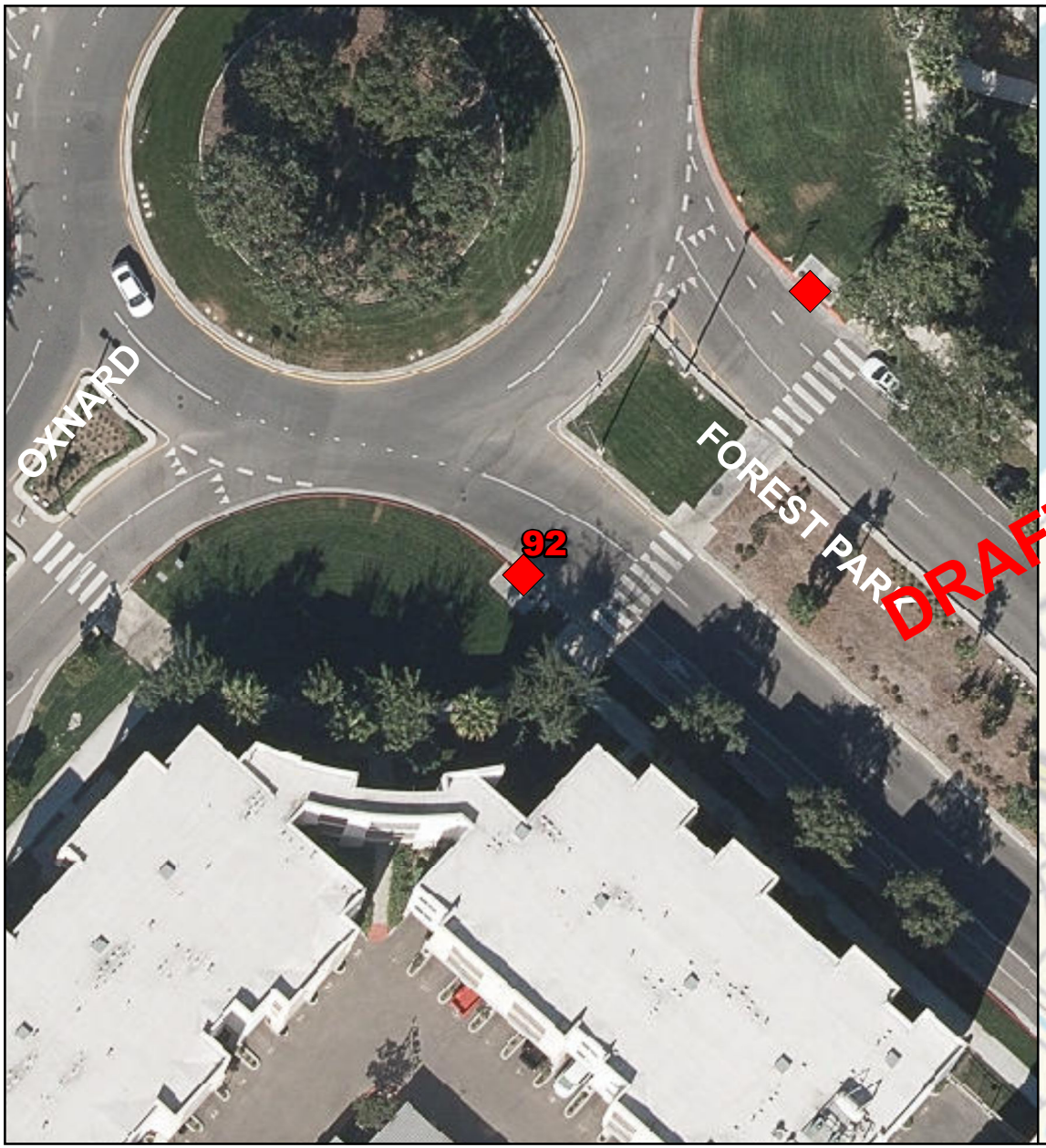
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 92









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

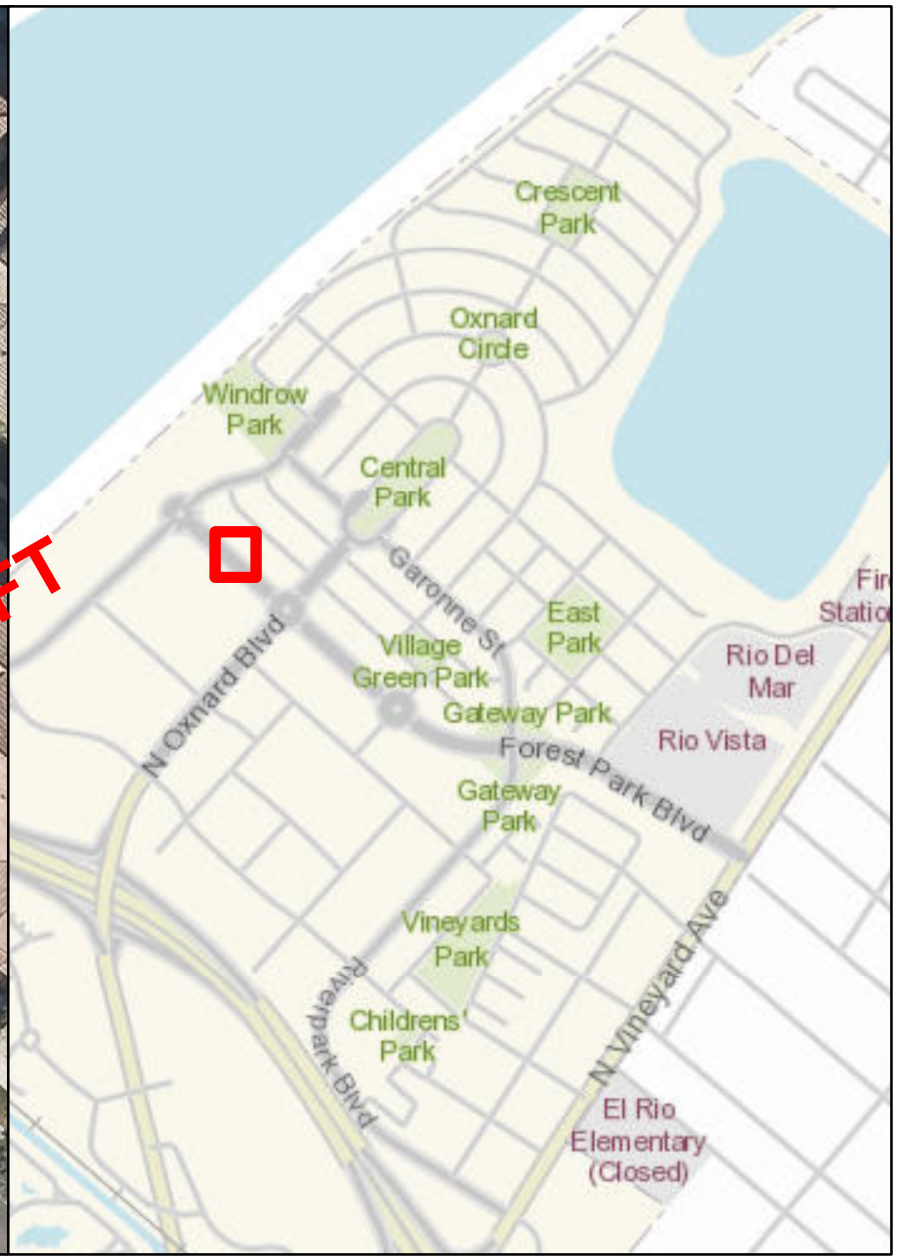


N W E S

# Filtration Unit No. 93






DRAFT

## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 8

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

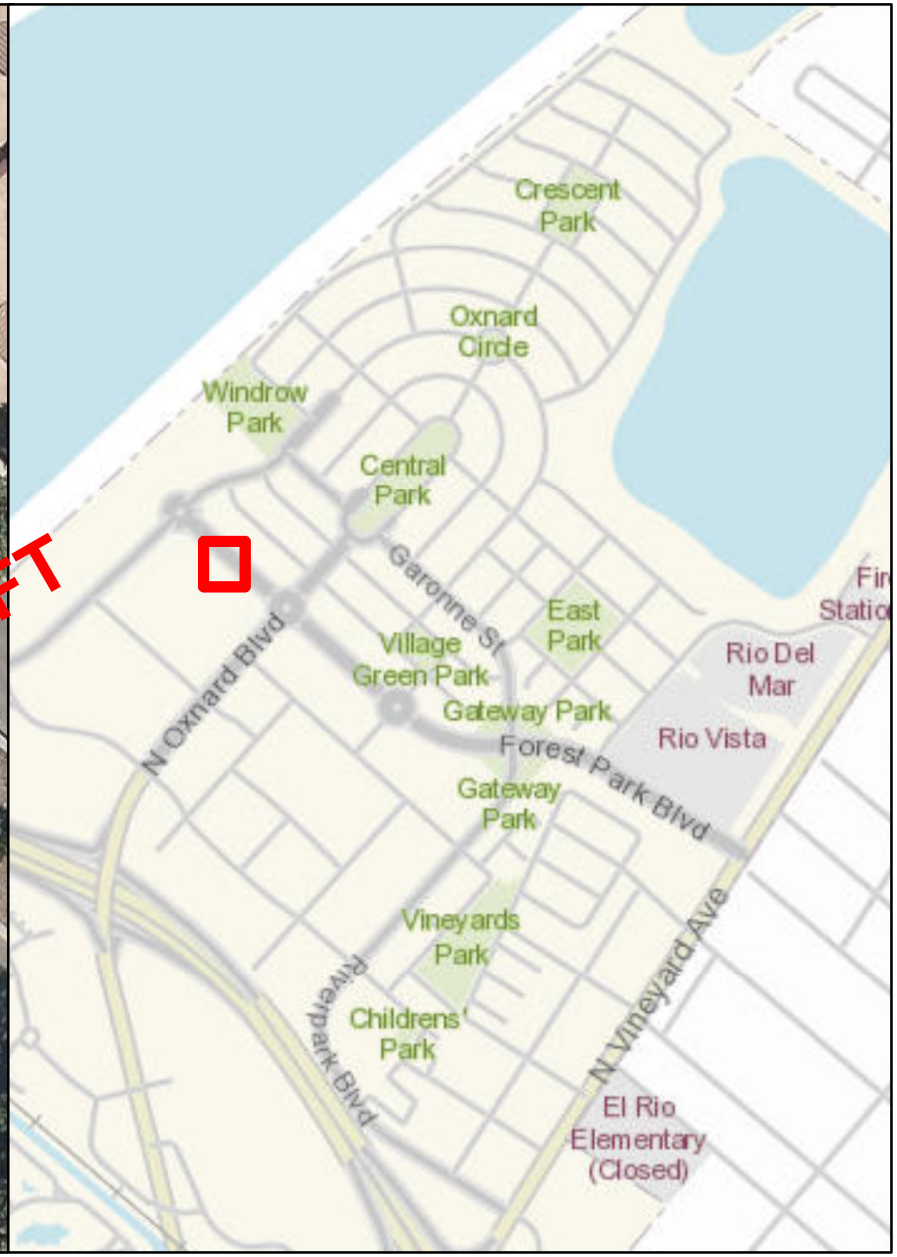


N W E S

# Filtration Unit No. 94






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

**Legend**

Filtration Unit

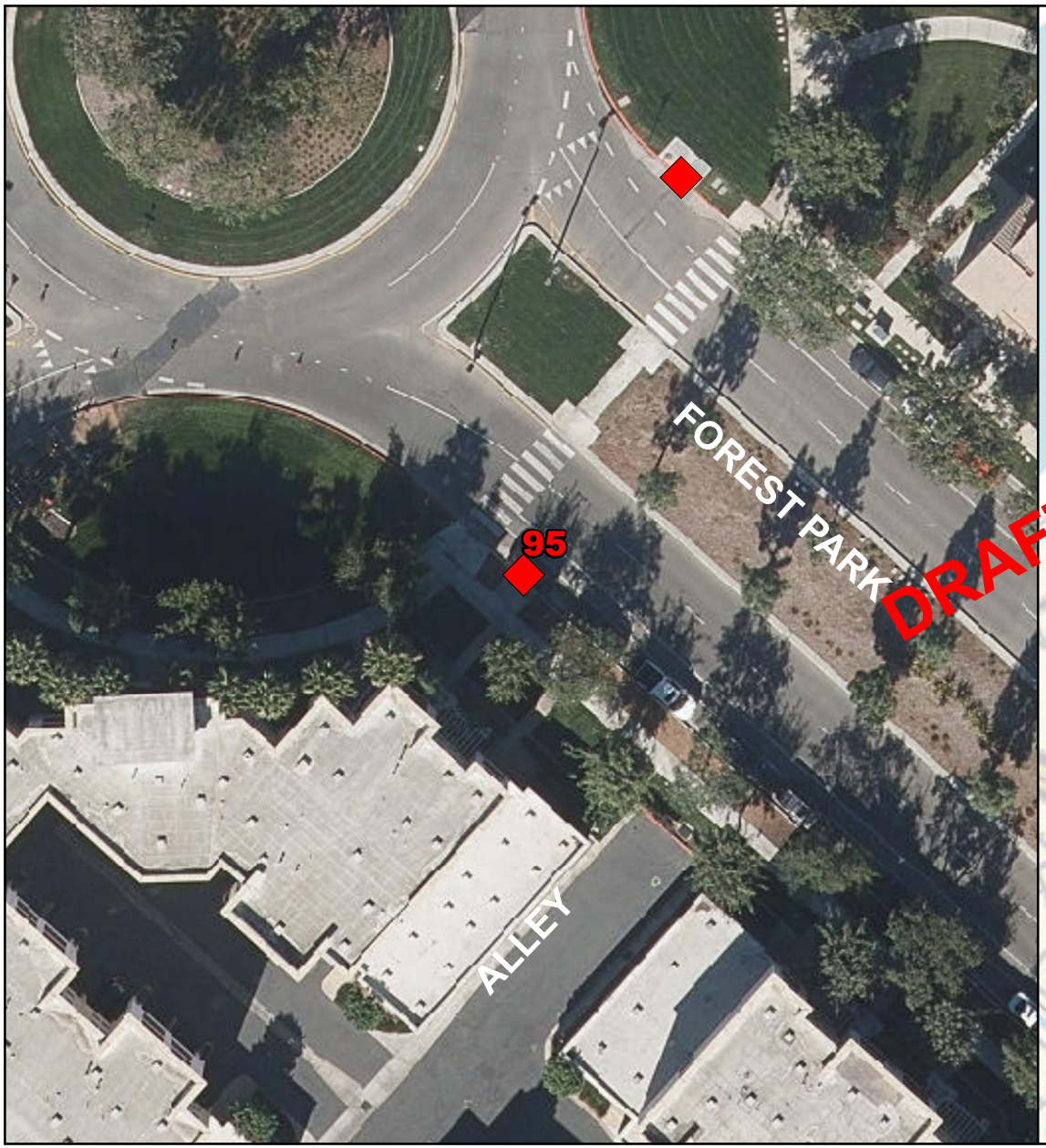
0 15 30 60 90 120 Feet

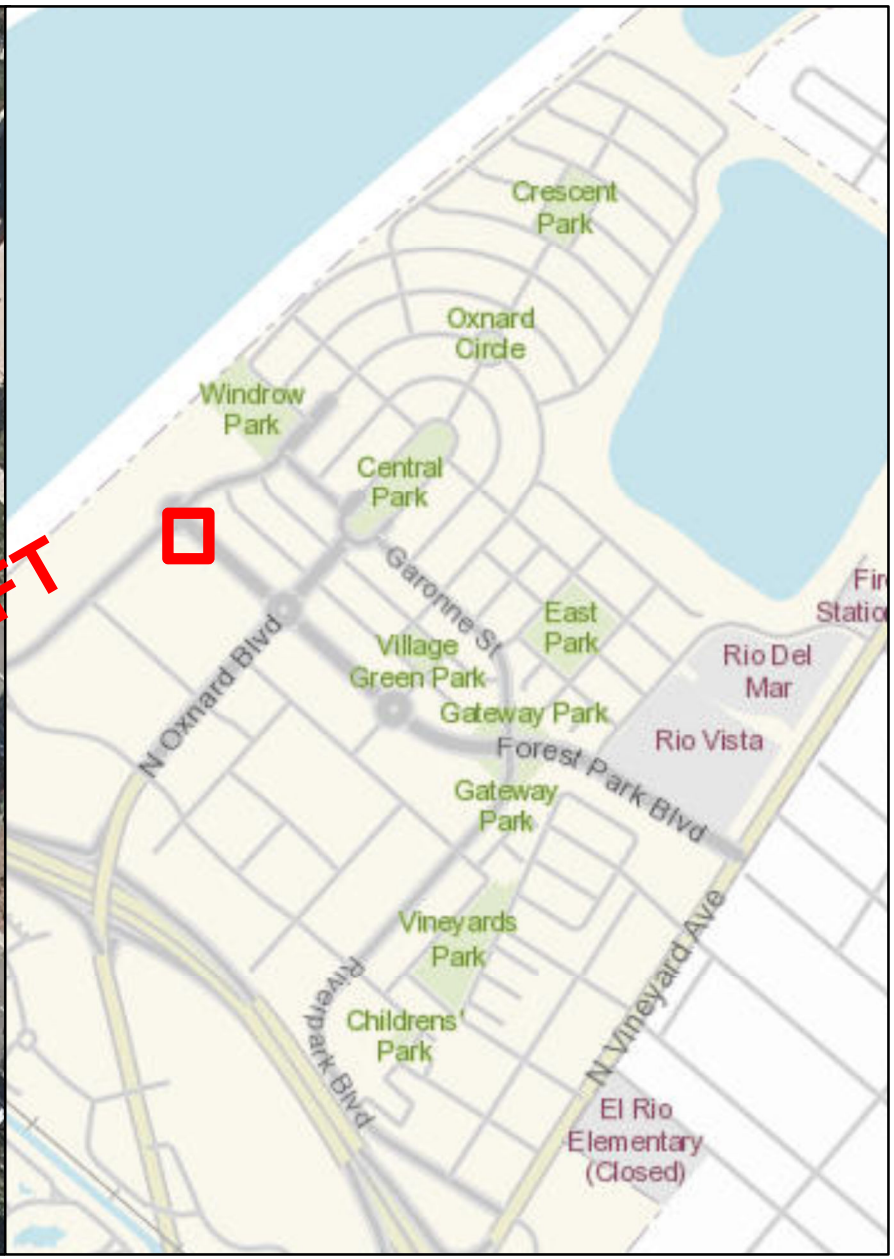


N W E S

# Filtration Unit No. 95






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

**Legend**

Filtration Unit

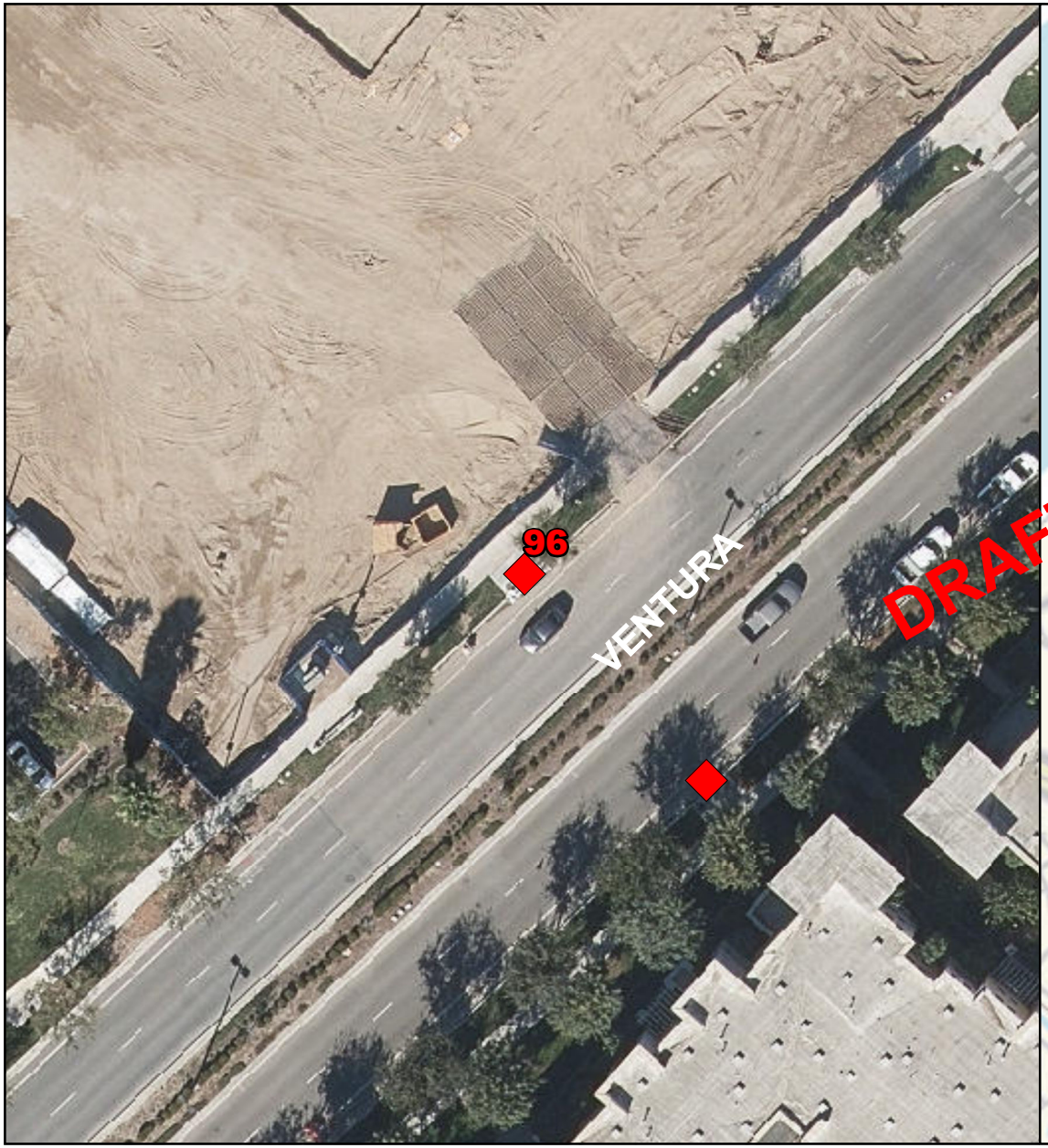
0 15 30 60 90 120 Feet

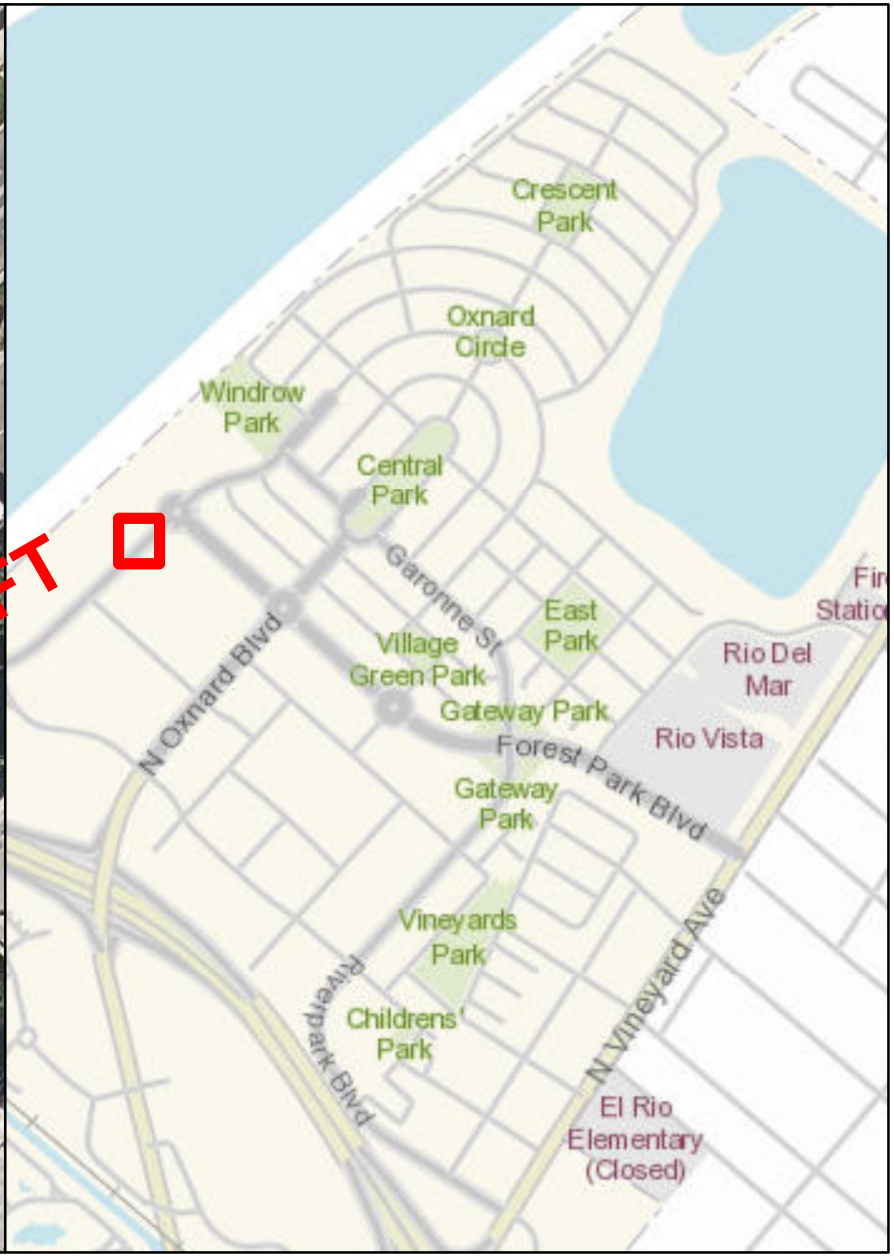


N W E S 300

# Filtration Unit No. 96






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

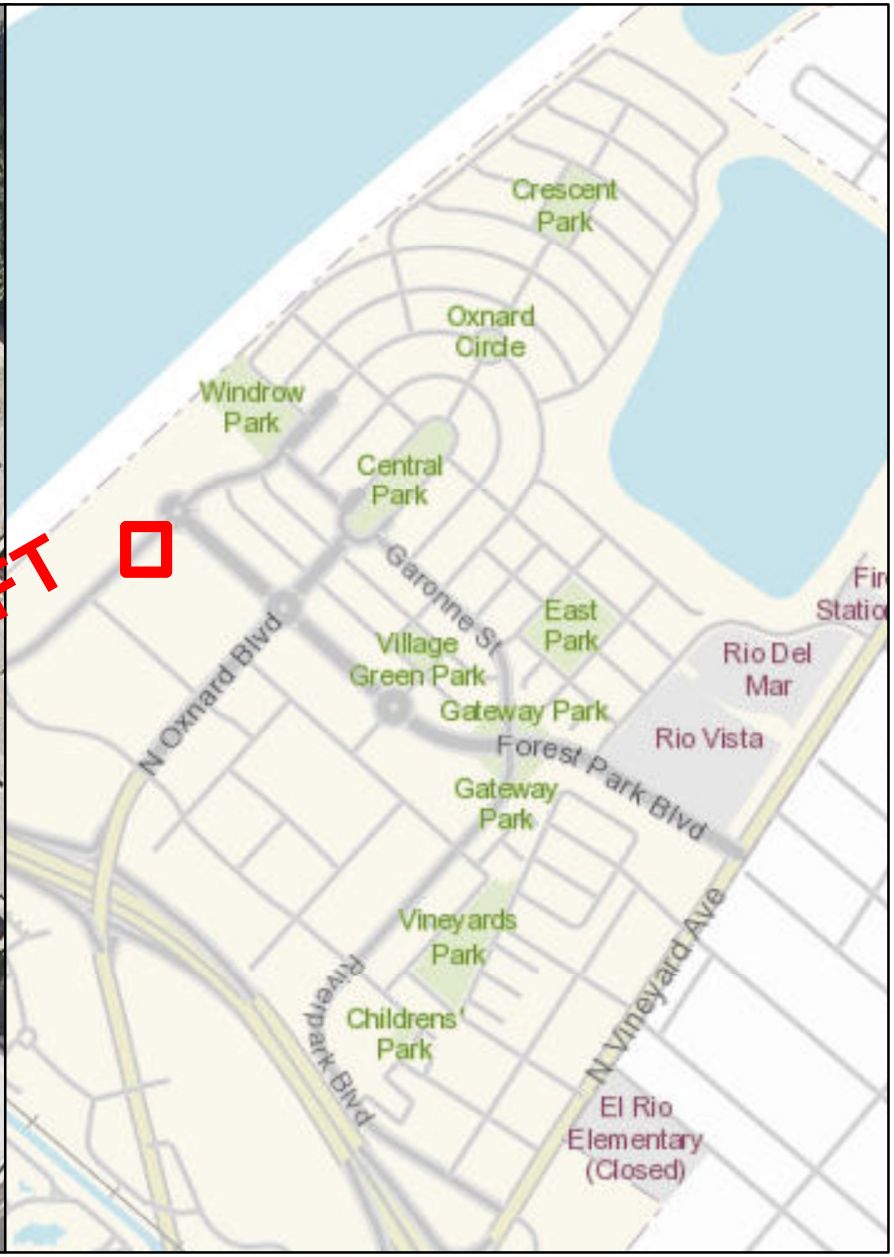


N W E S

# Filtration Unit No. 97






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 98









## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 14

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

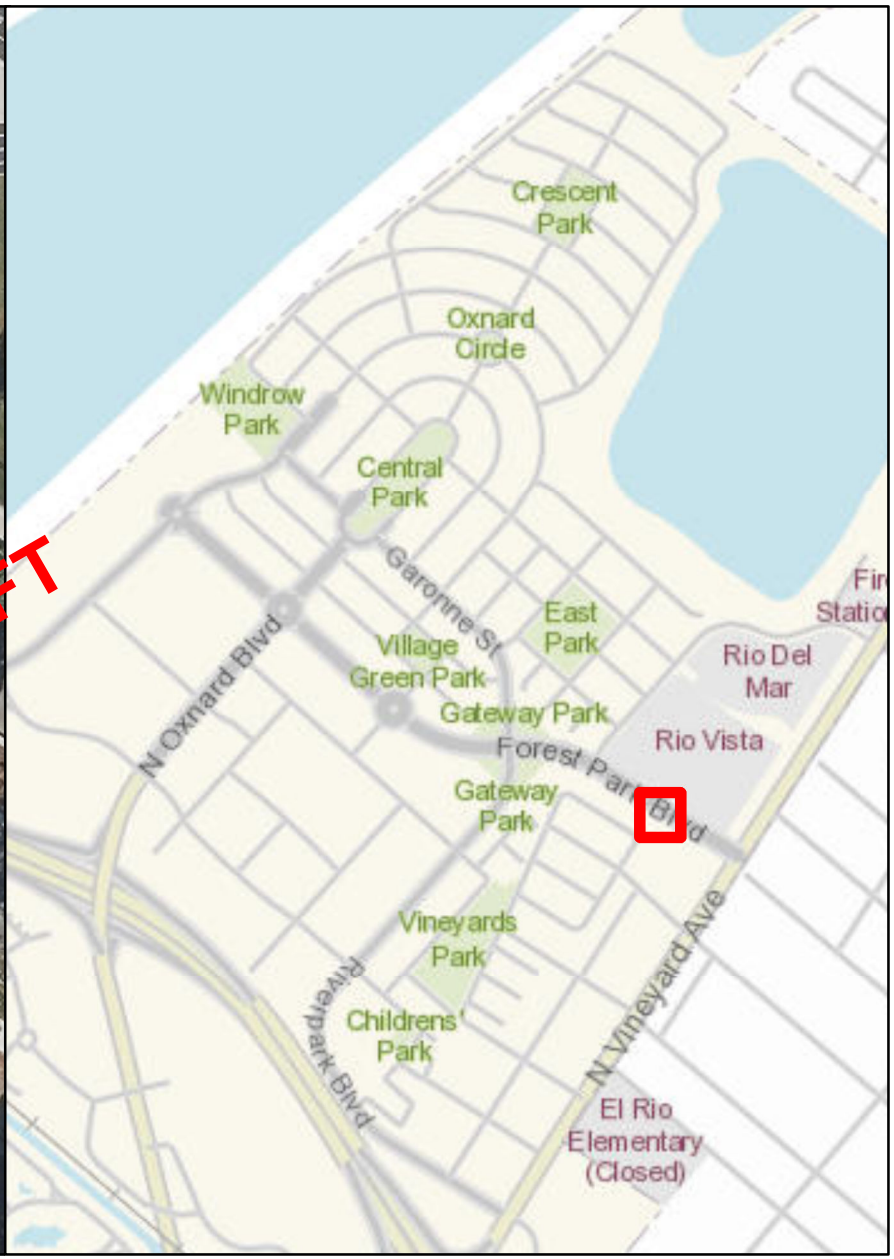


N W E S

# Filtration Unit No. 99






## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 11

**Legend**

Filtration Unit

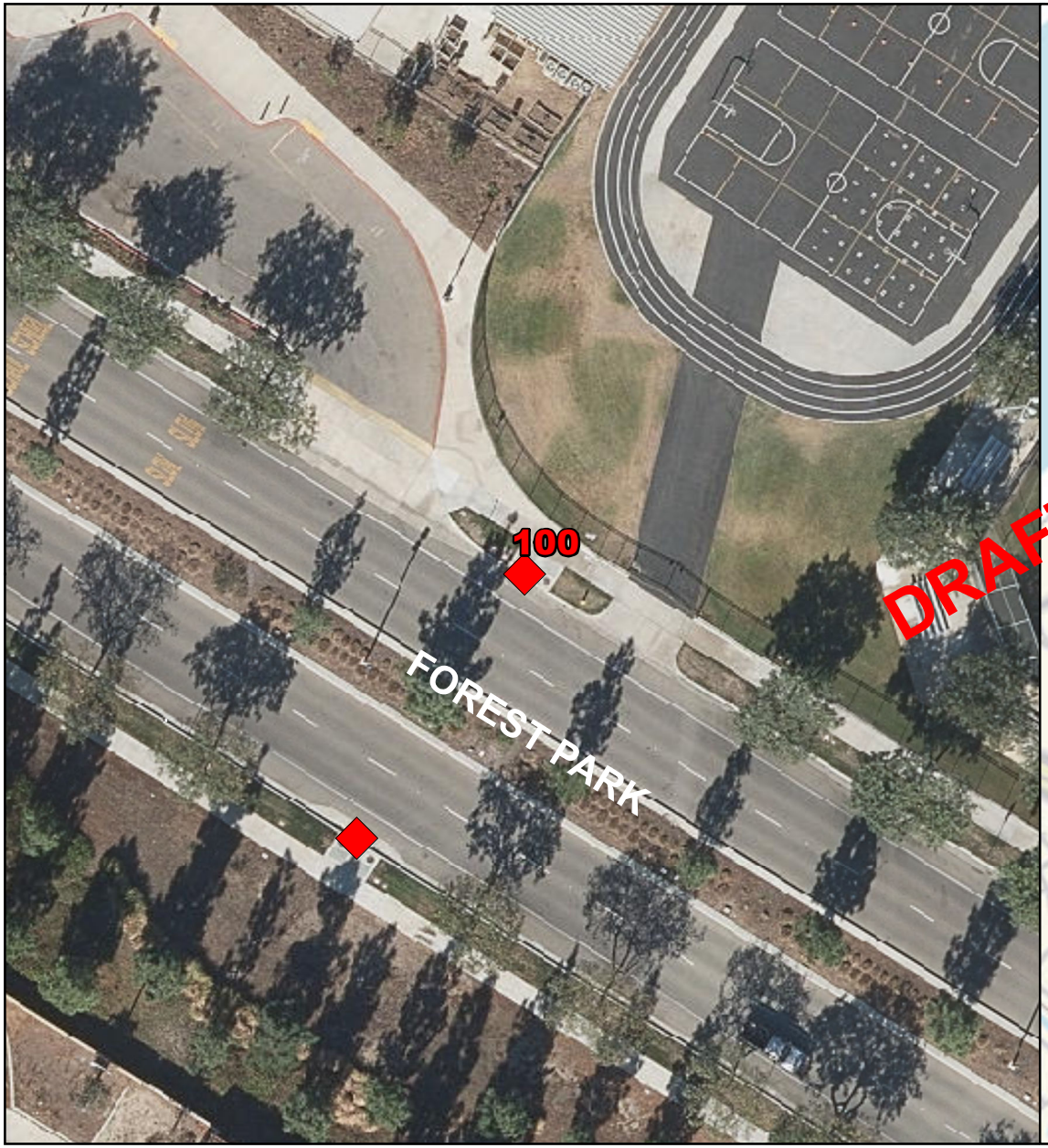
0 15 30 60 90 120 Feet

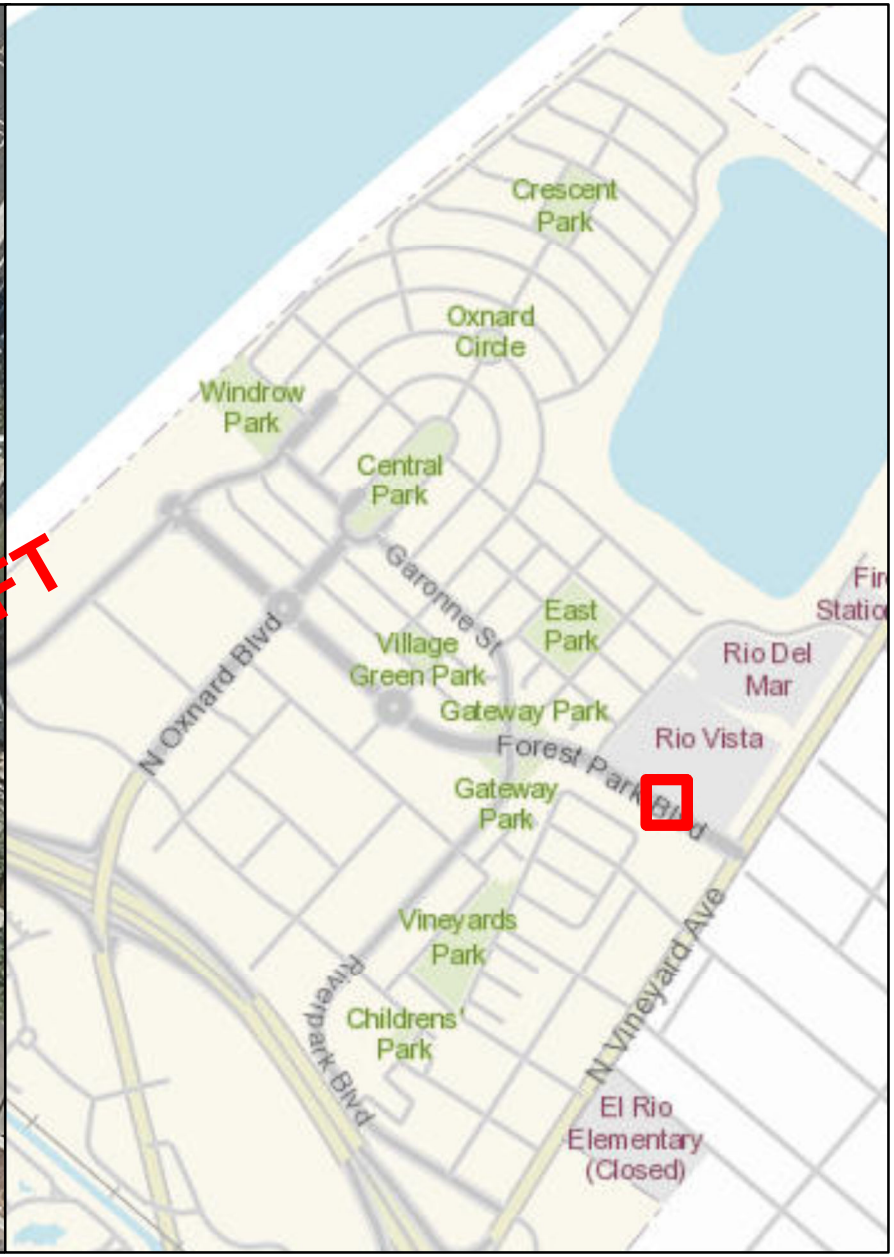


N W E S

# Filtration Unit No. 100






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

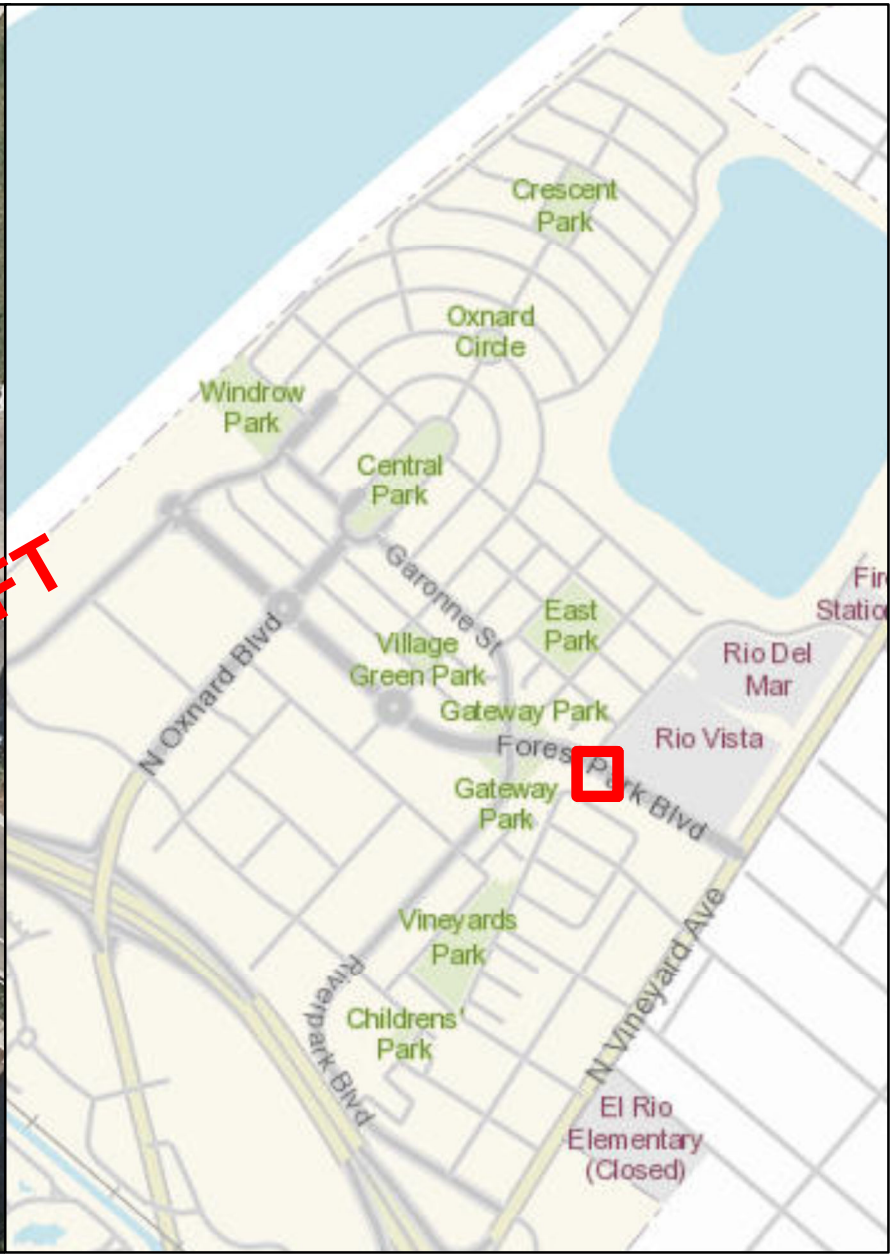


N W E S

# Filtration Unit No. 101






## STORMFILTER CATCHBASIN - 8'X16'

### Number of Cartridges is 16

**Legend**

Filtration Unit

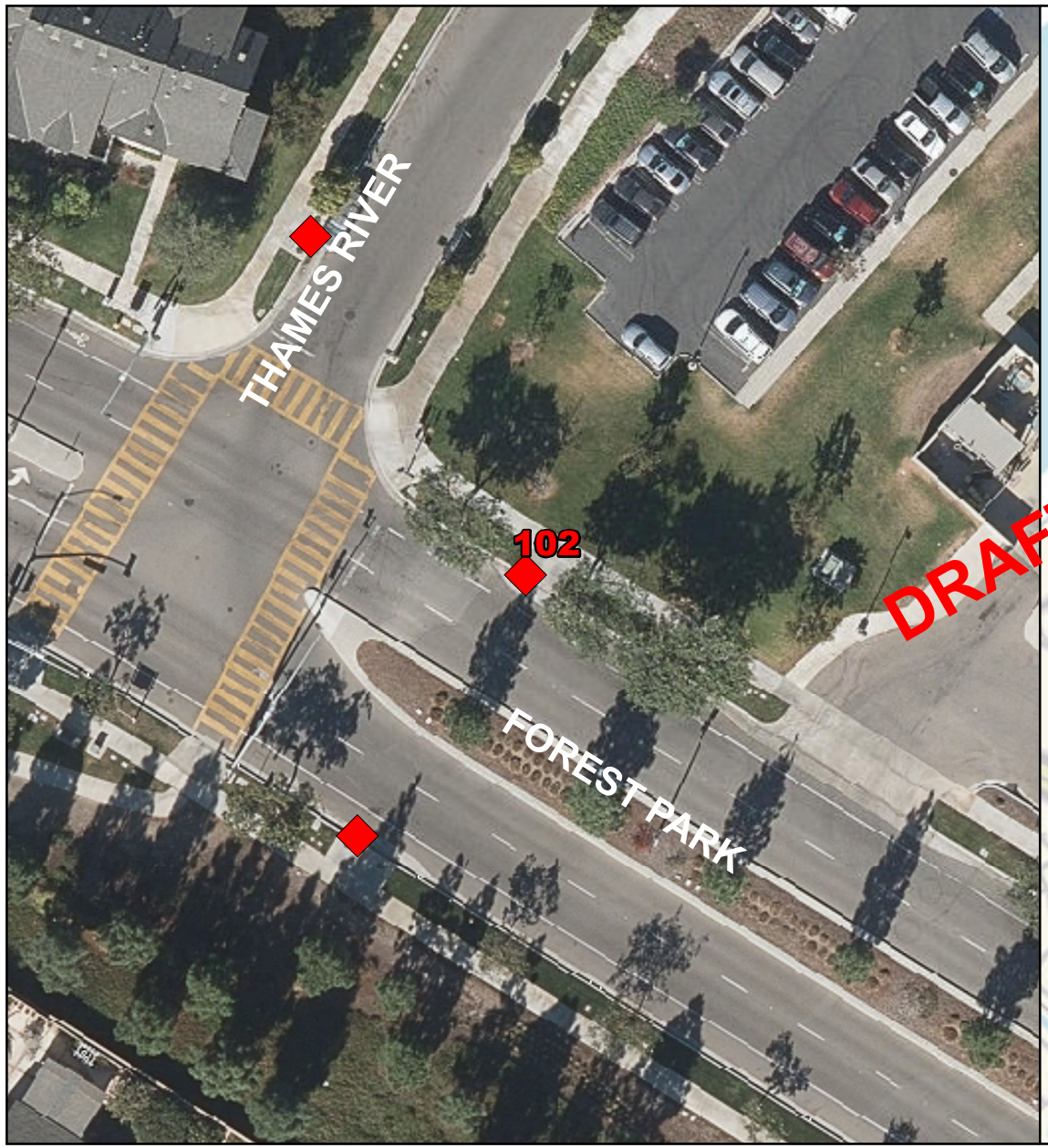
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 102









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

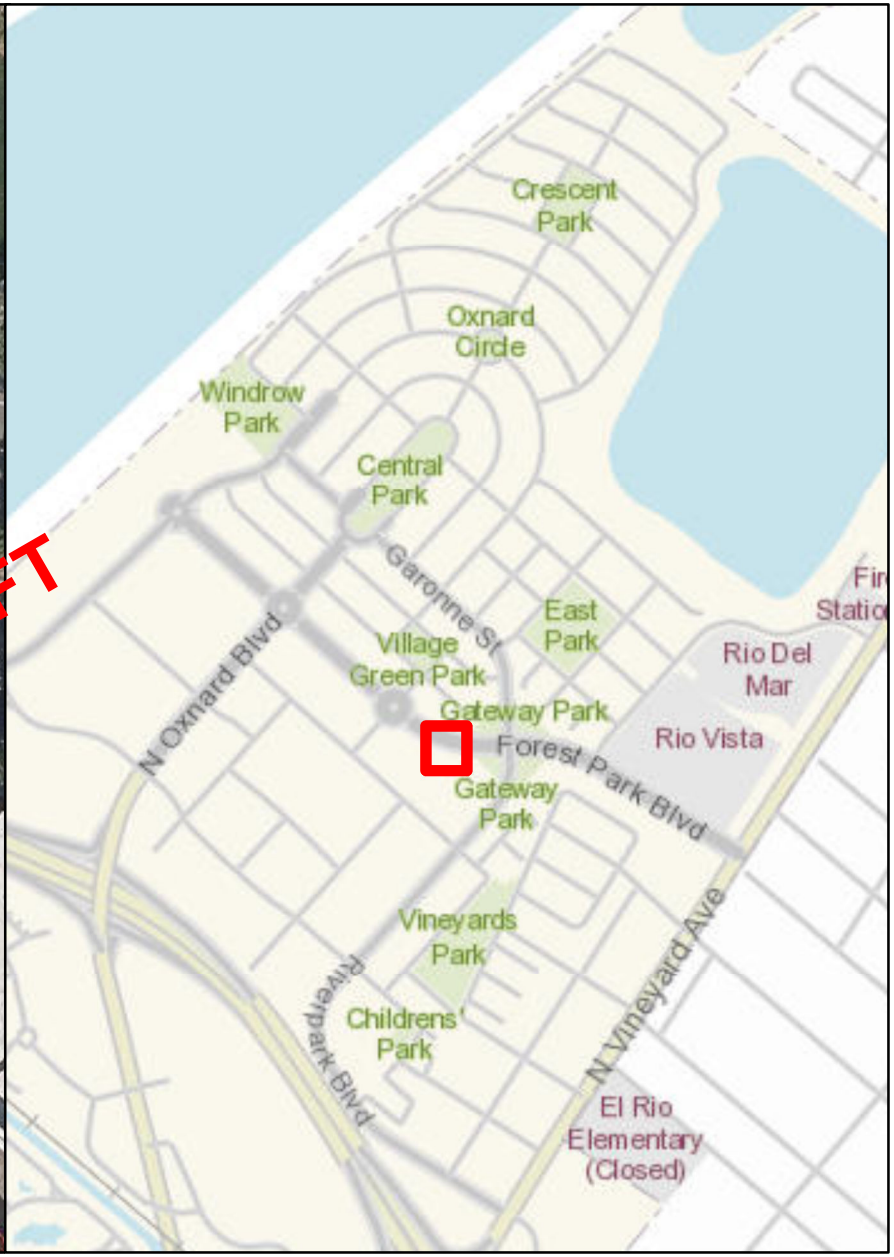


N W E S

# Filtration Unit No. 103






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 104









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

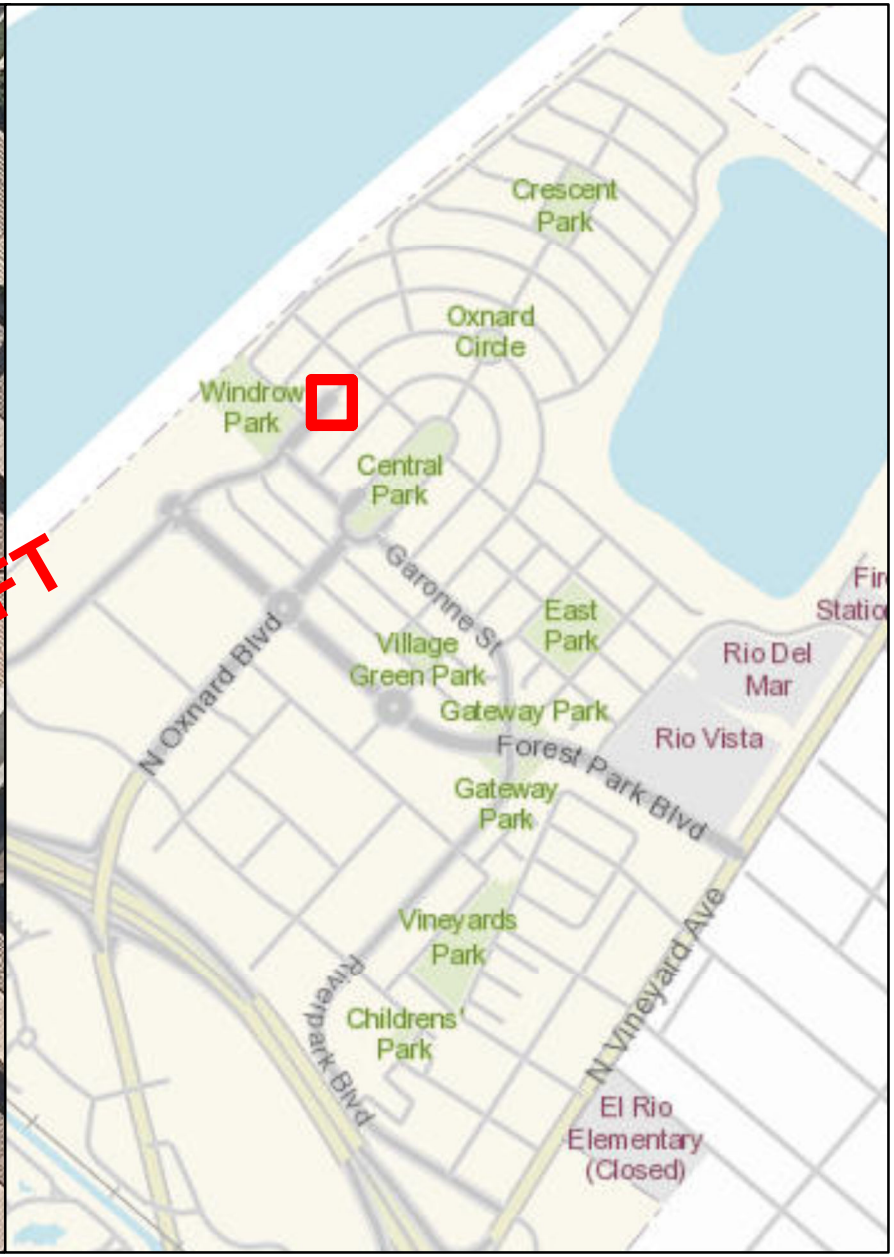


N W E S 309

# Filtration Unit No. 105






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

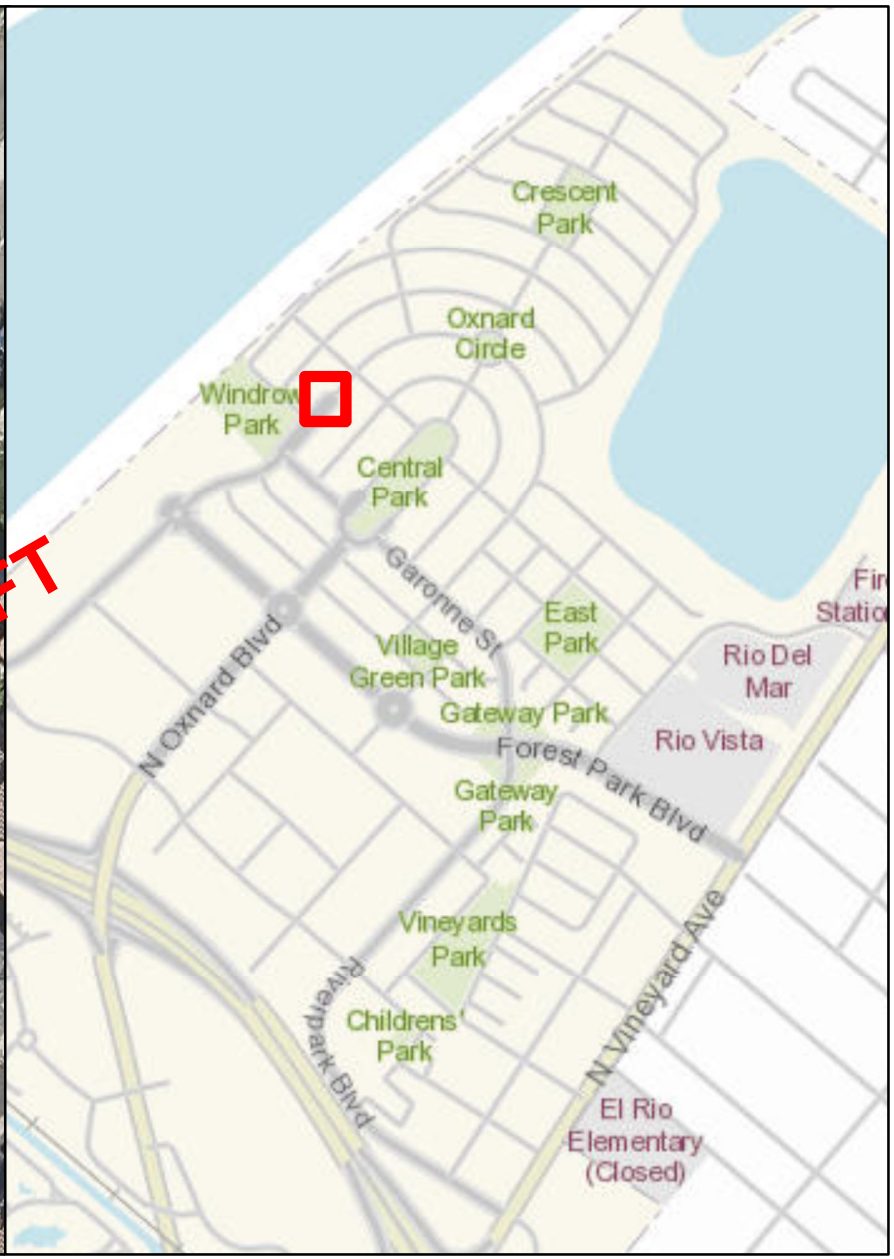


N W E S

# Filtration Unit No. 106






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 107









## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

**Legend**

Filtration Unit

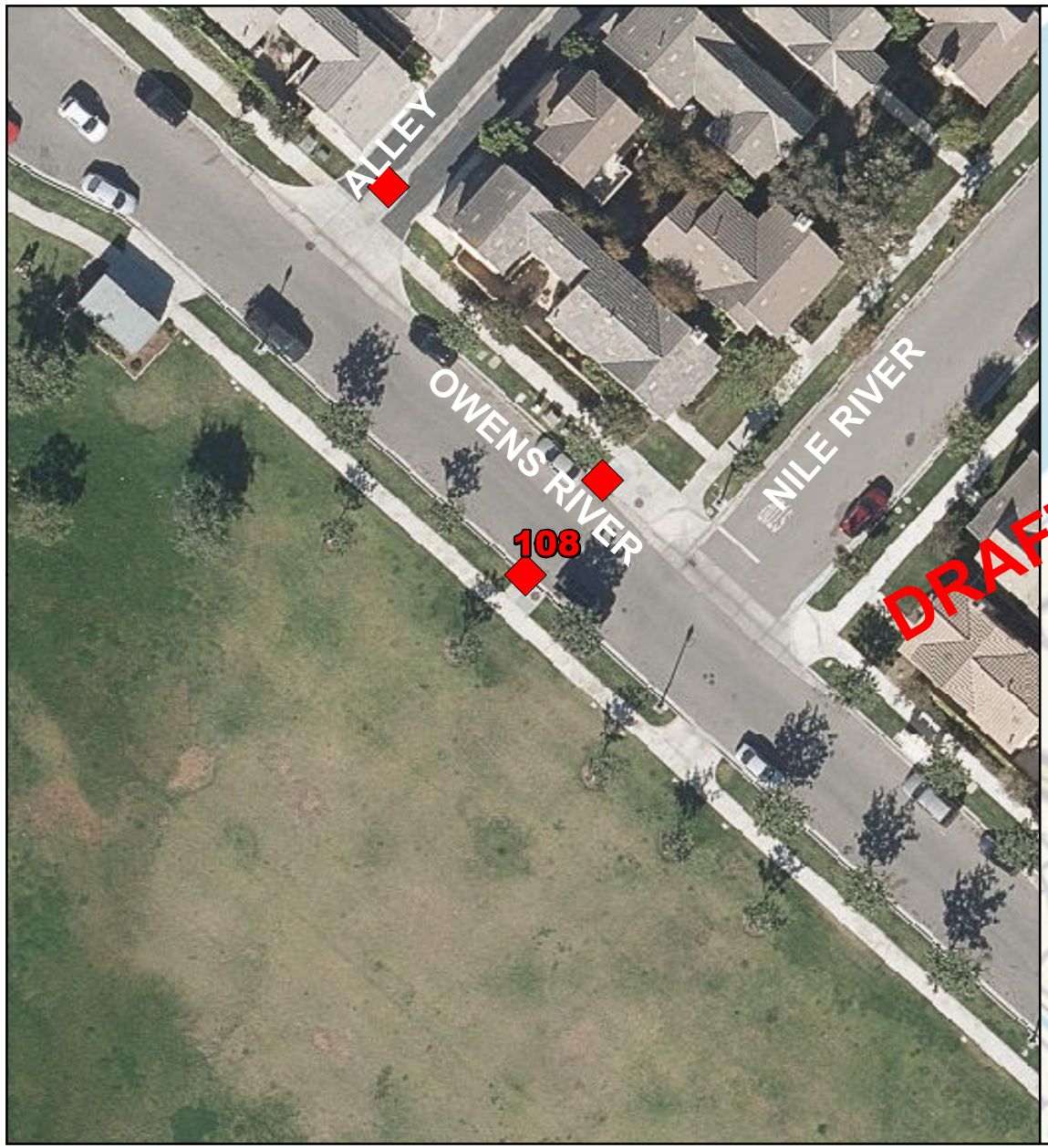
0 15 30 60 90 120 Feet

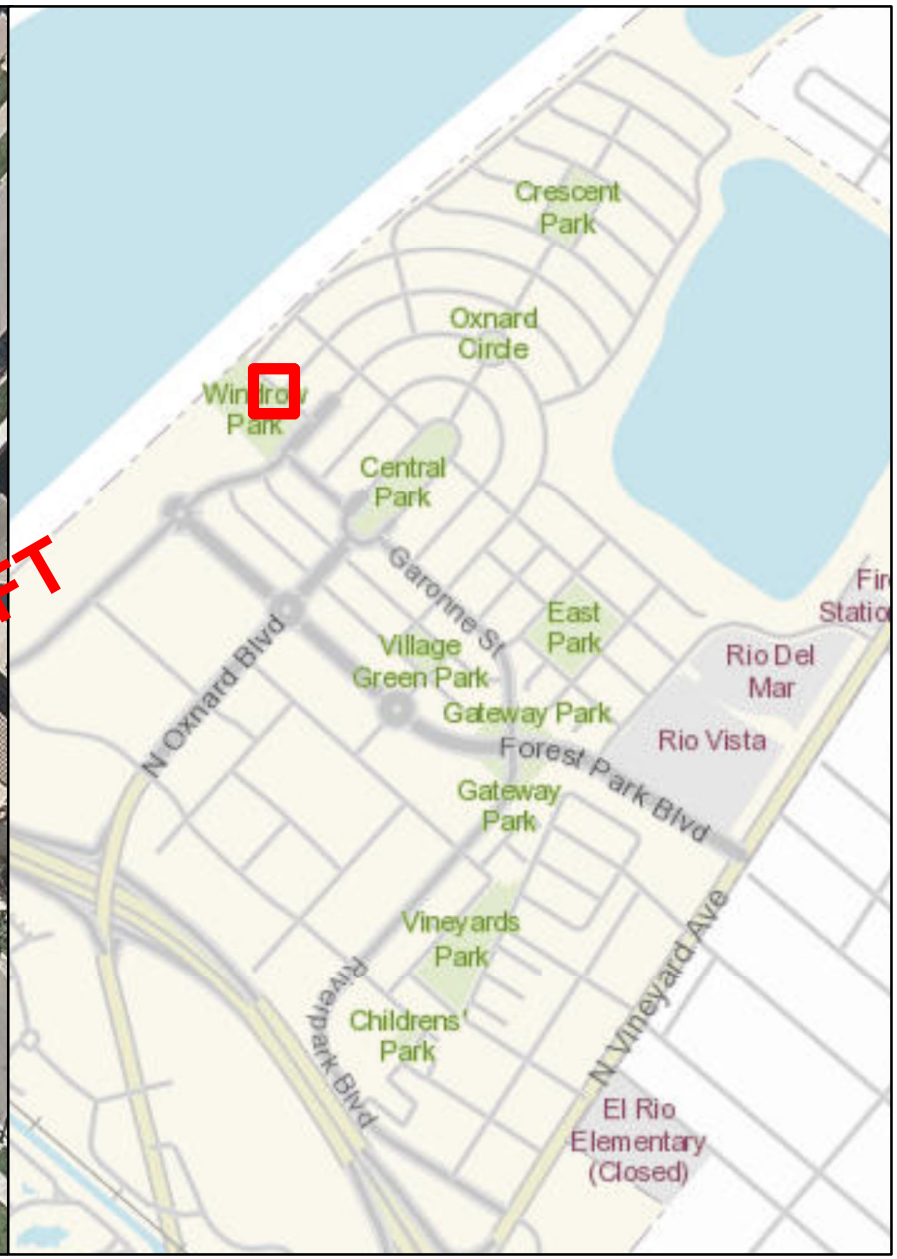


N W E S

# Filtration Unit No. 108






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

**Legend**

Filtration Unit

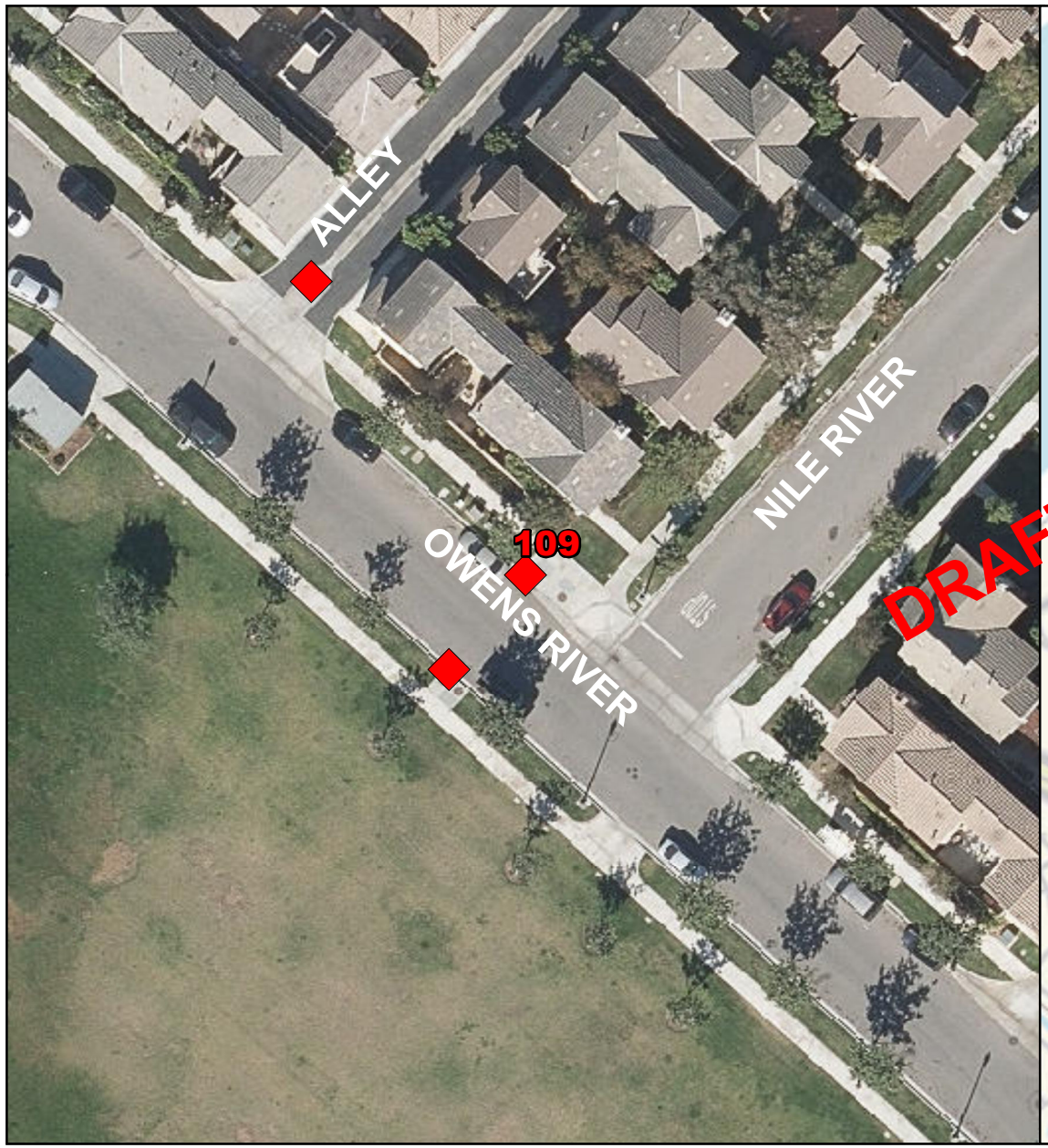
0 15 30 60 90 120 Feet

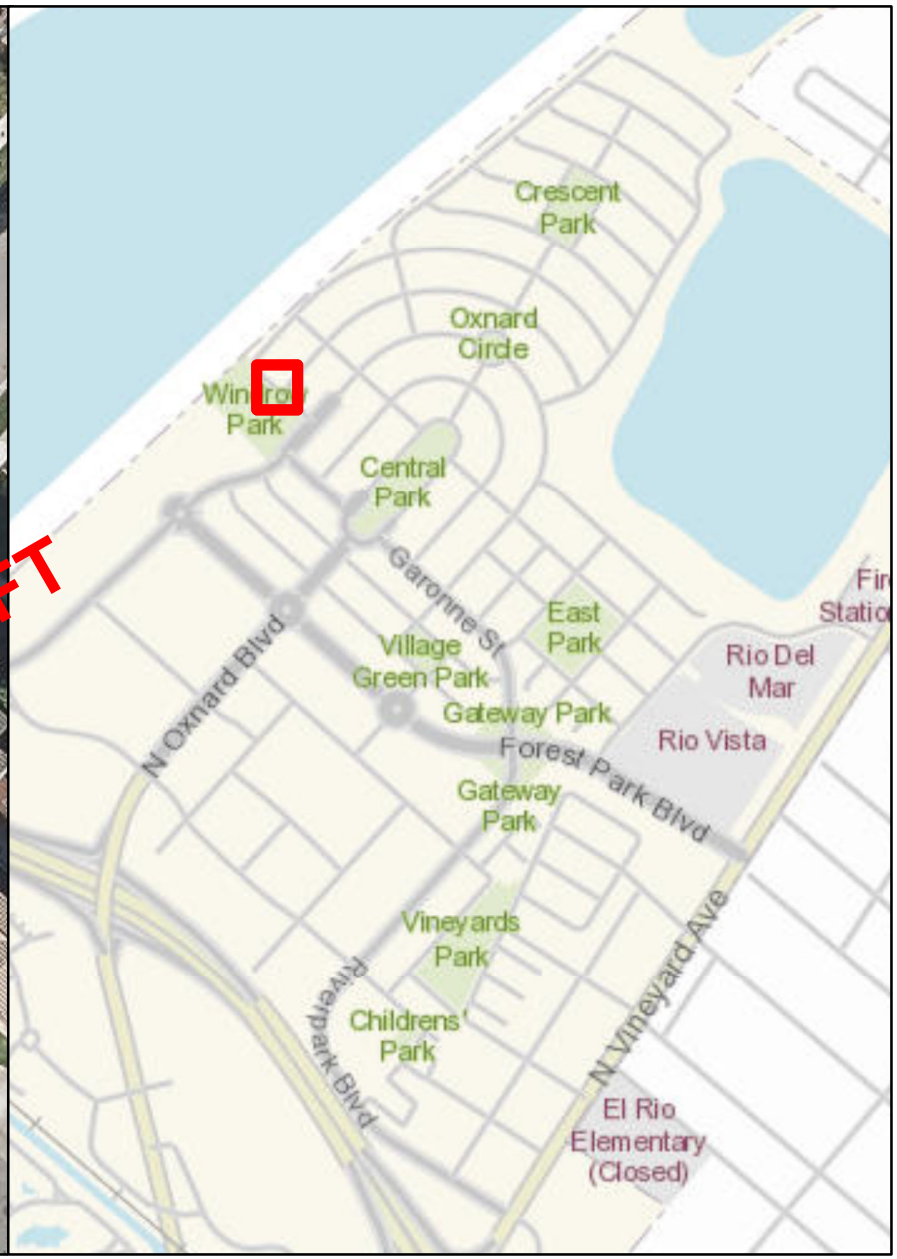


N W E S

# Filtration Unit No. 109






## STORMFILTER CATCHBASIN - 6'X15'

### Number of Cartridges is 15

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

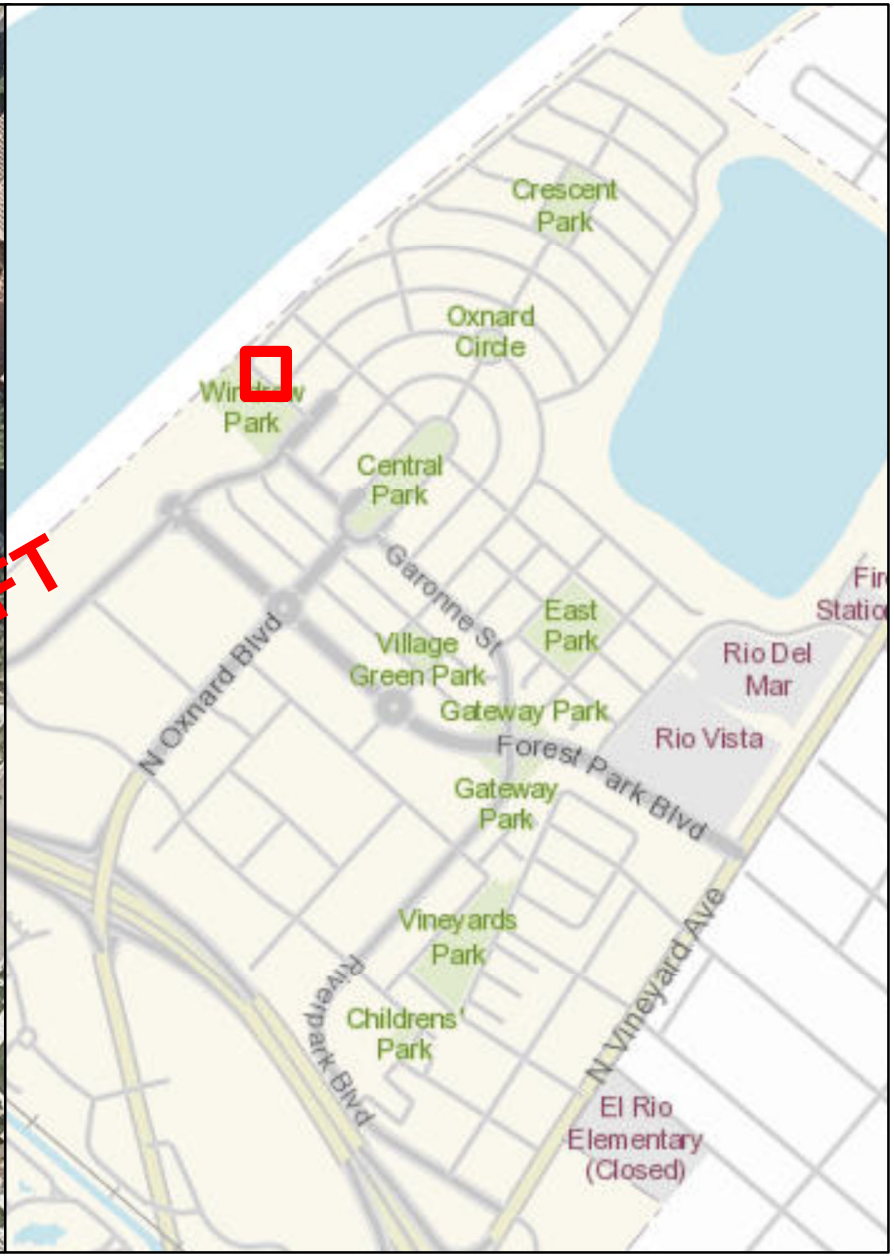


N W E S

# Filtration Unit No. 110






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

**Legend**

Filtration Unit

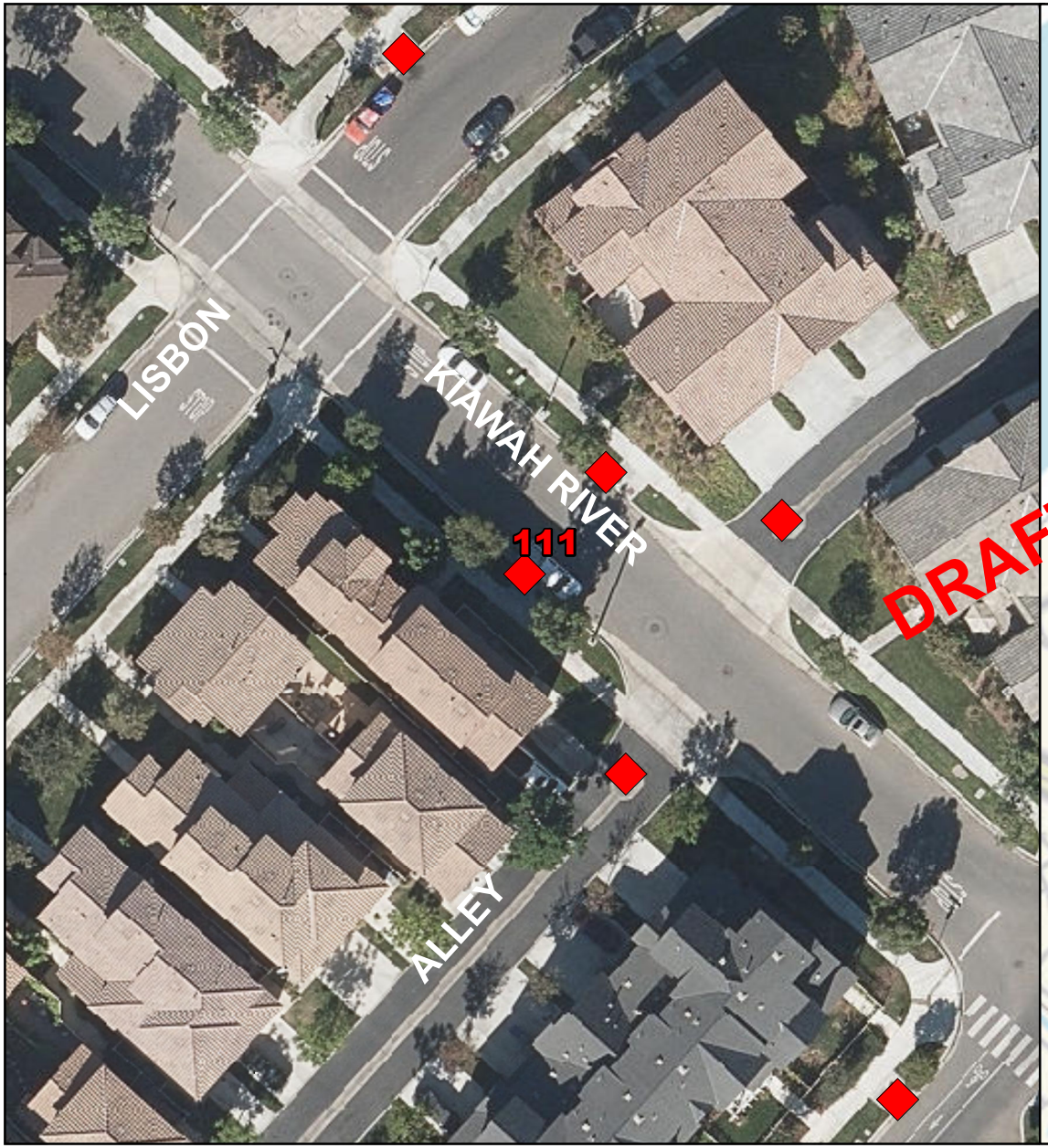
0 15 30 60 90 120 Feet

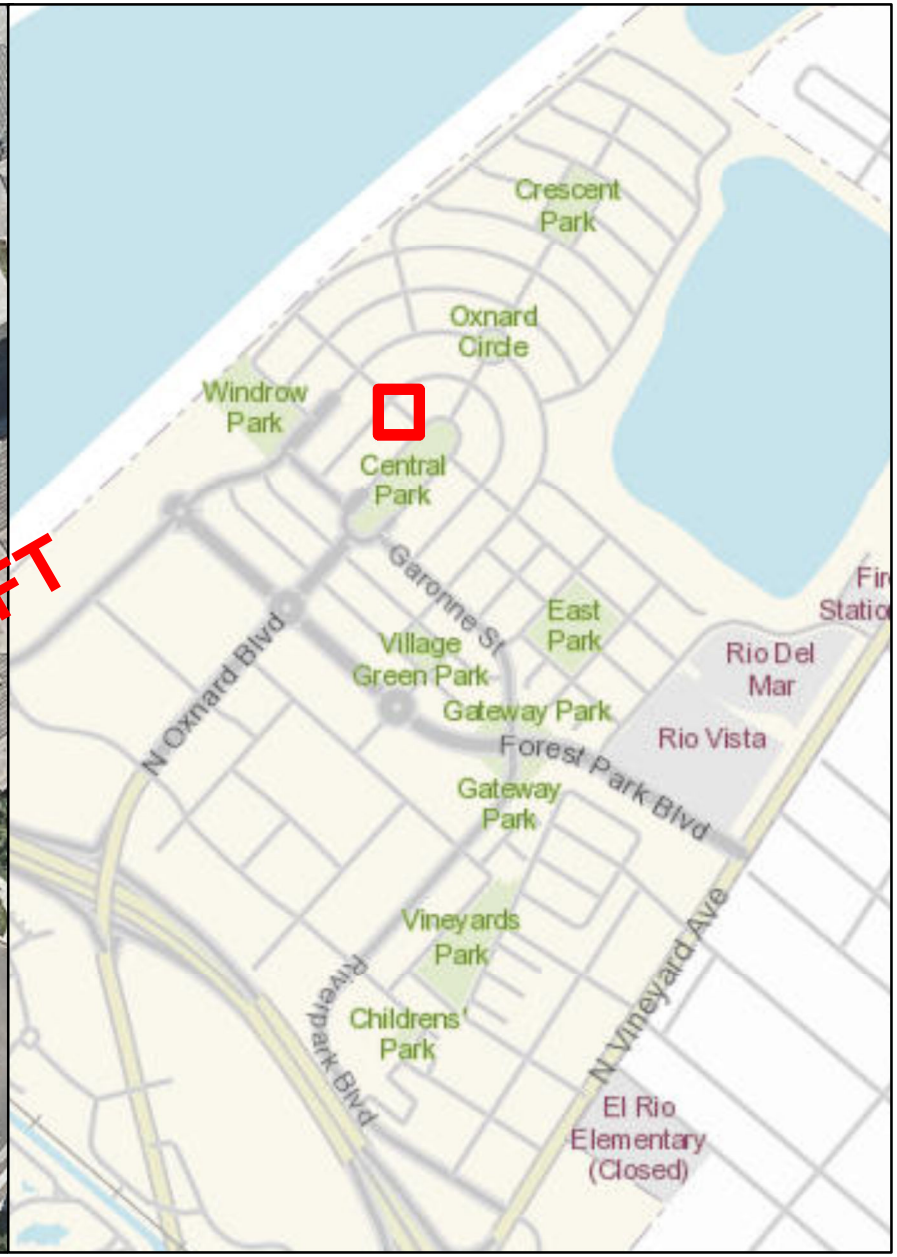


N W E S

# Filtration Unit No. 111






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

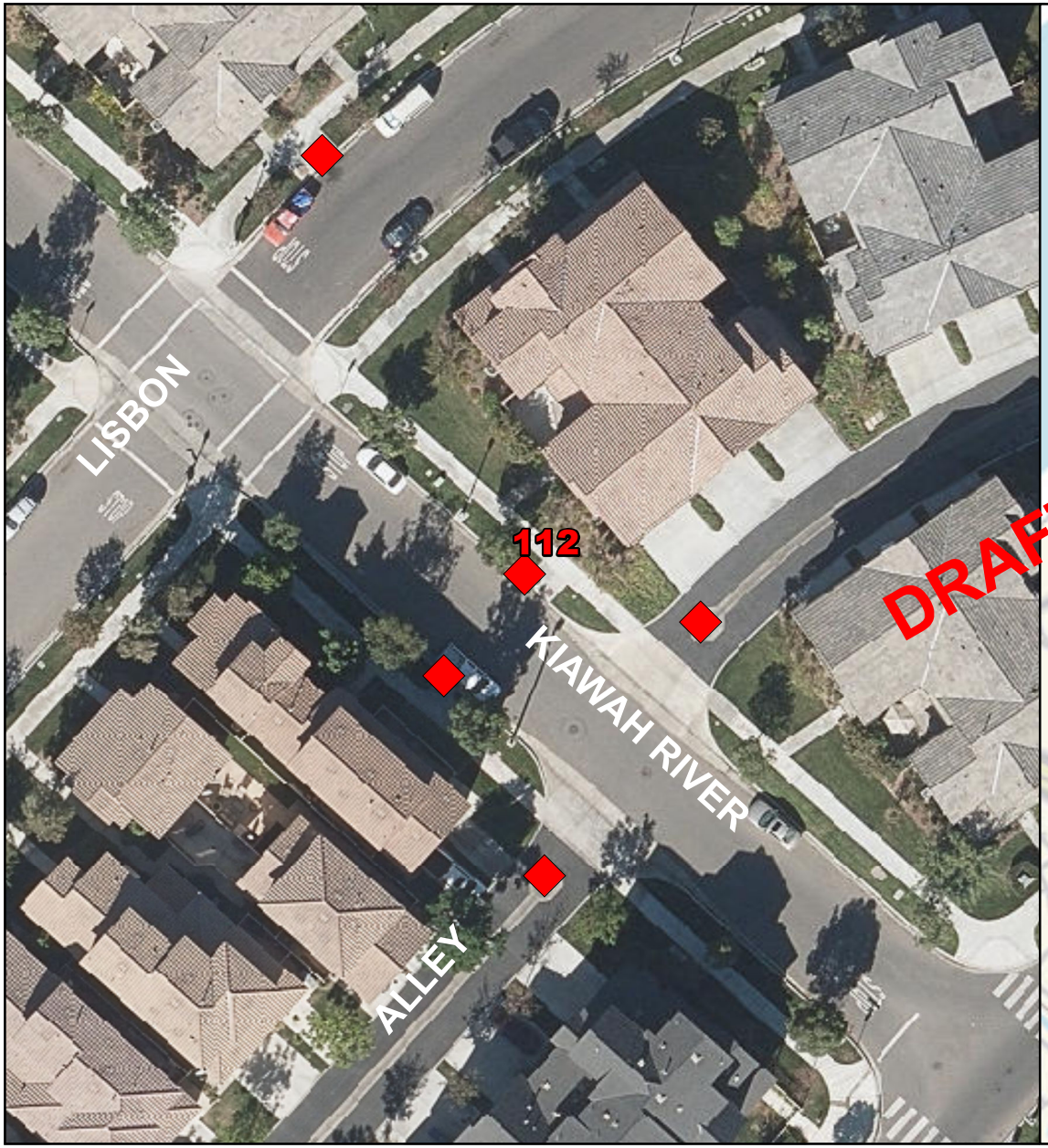
0 15 30 60 90 120 Feet

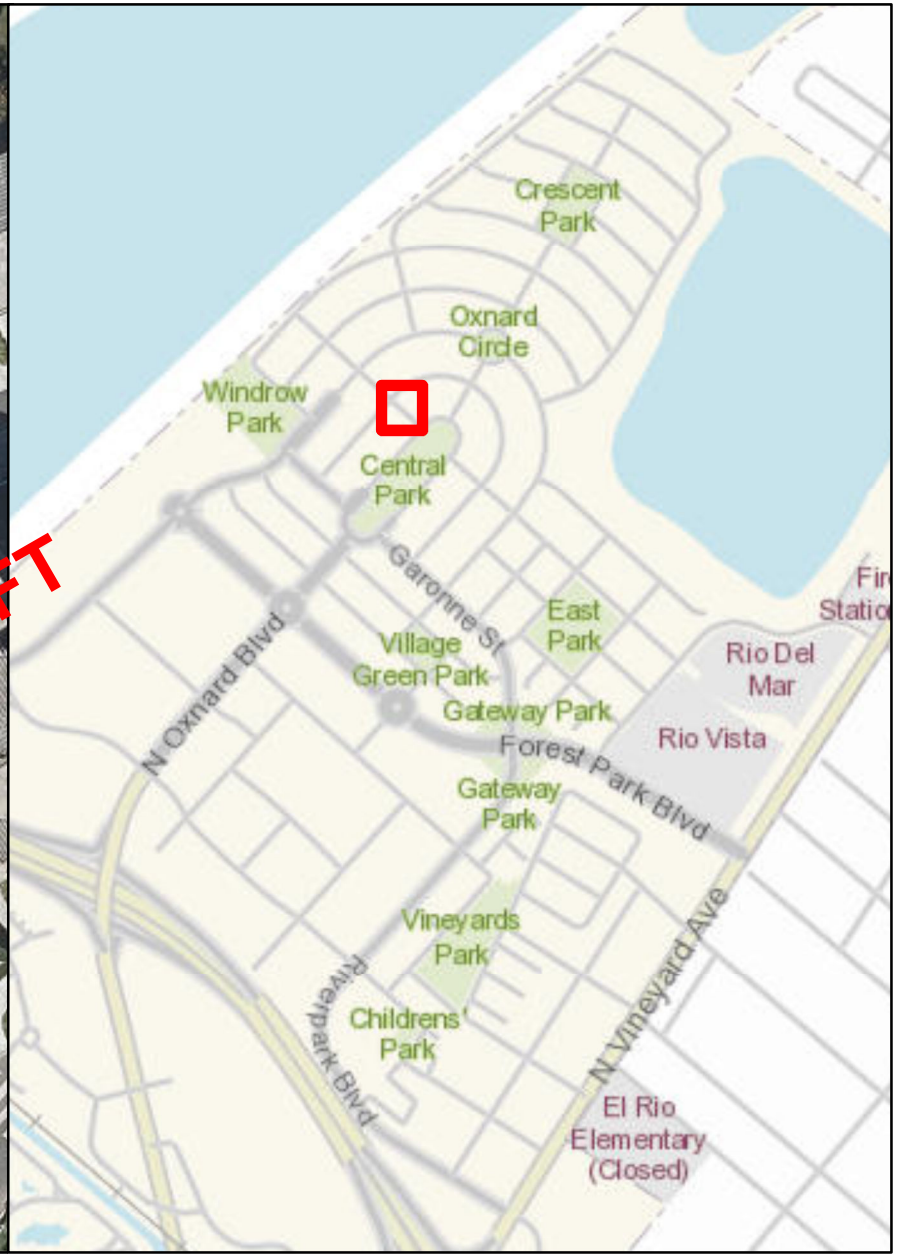


N W E S

# Filtration Unit No. 112






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

**Legend**

Filtration Unit

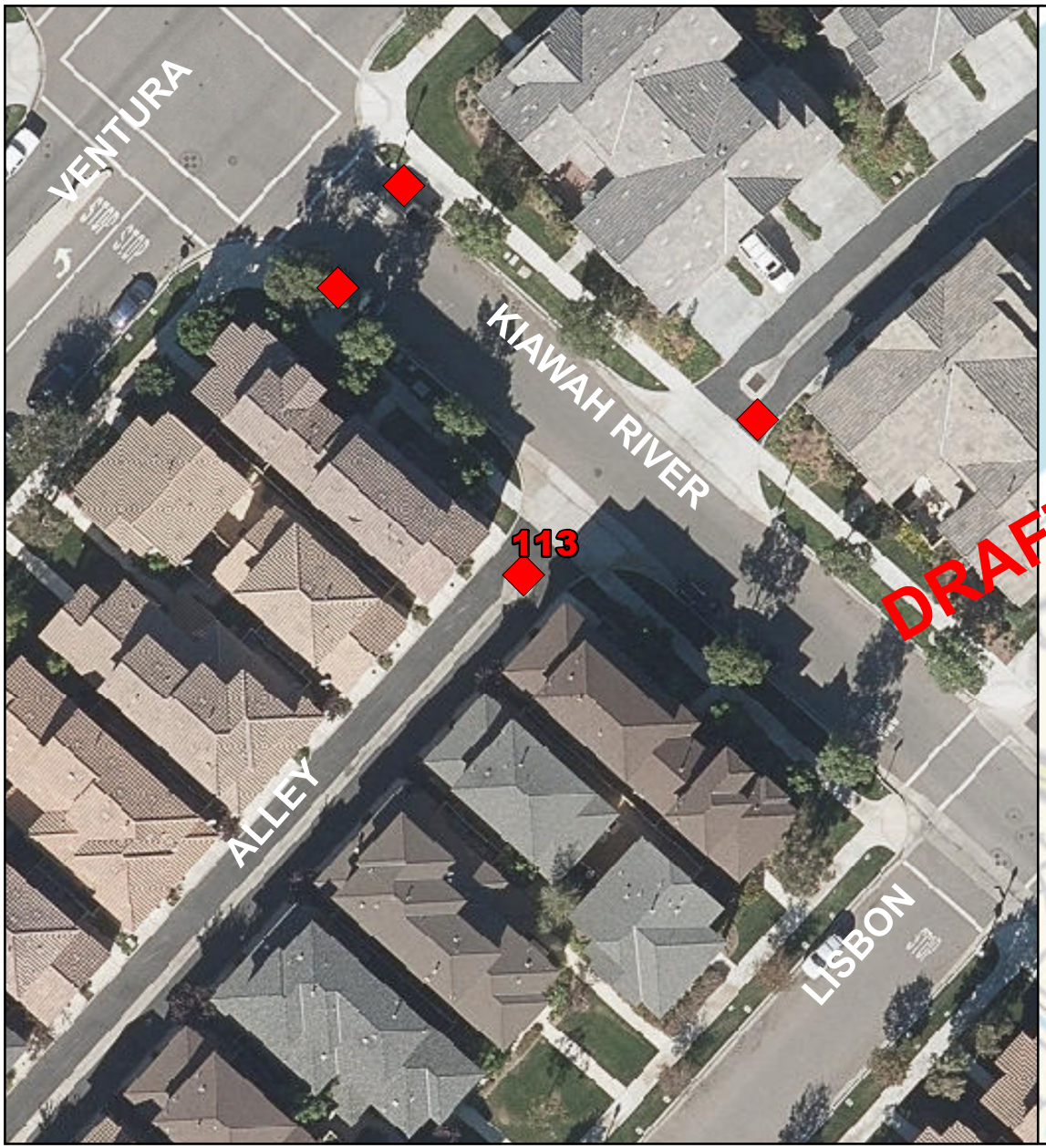
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 113









## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 4

**Legend**

Filtration Unit

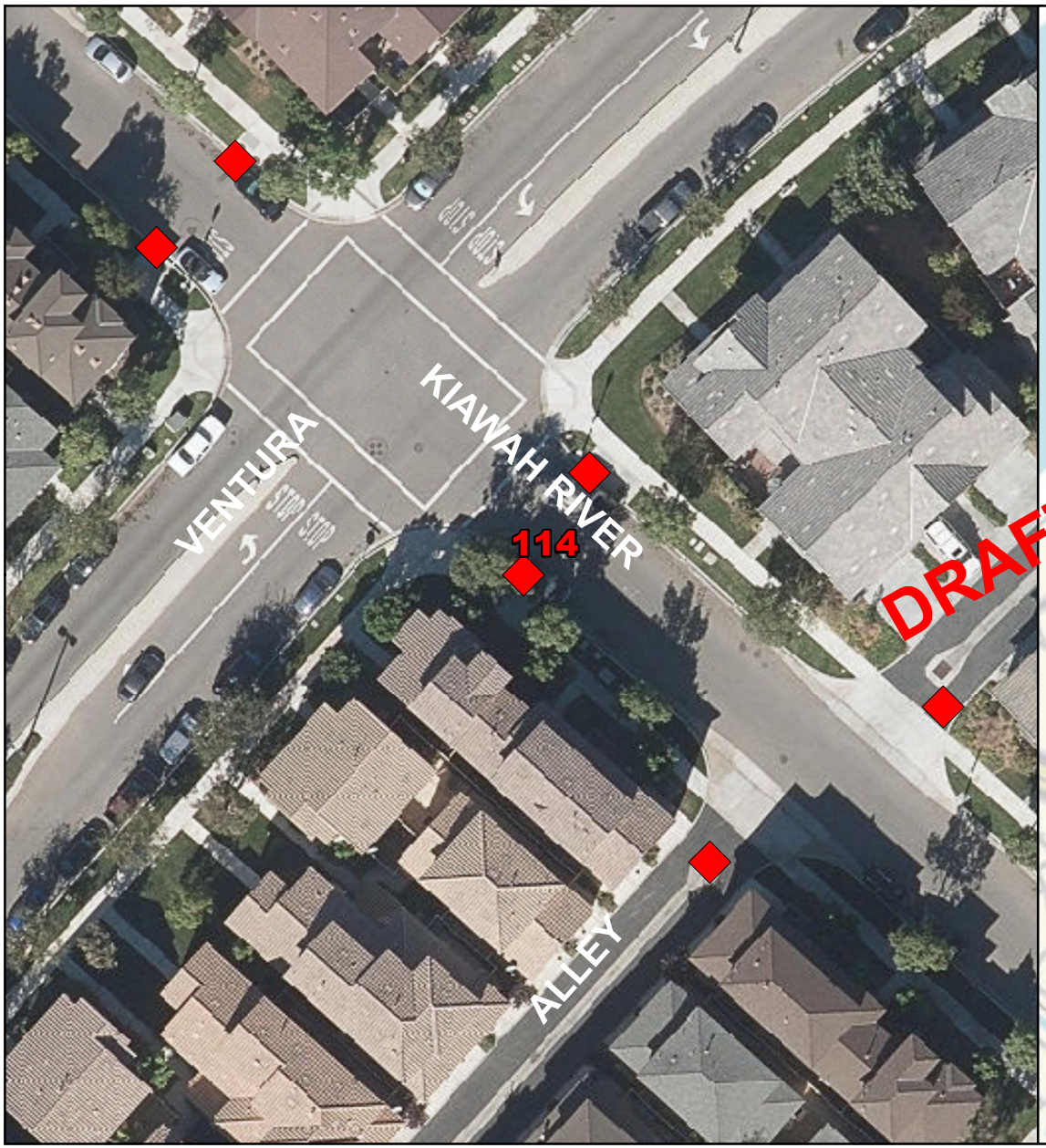
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 114









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

**Legend**

Filtration Unit

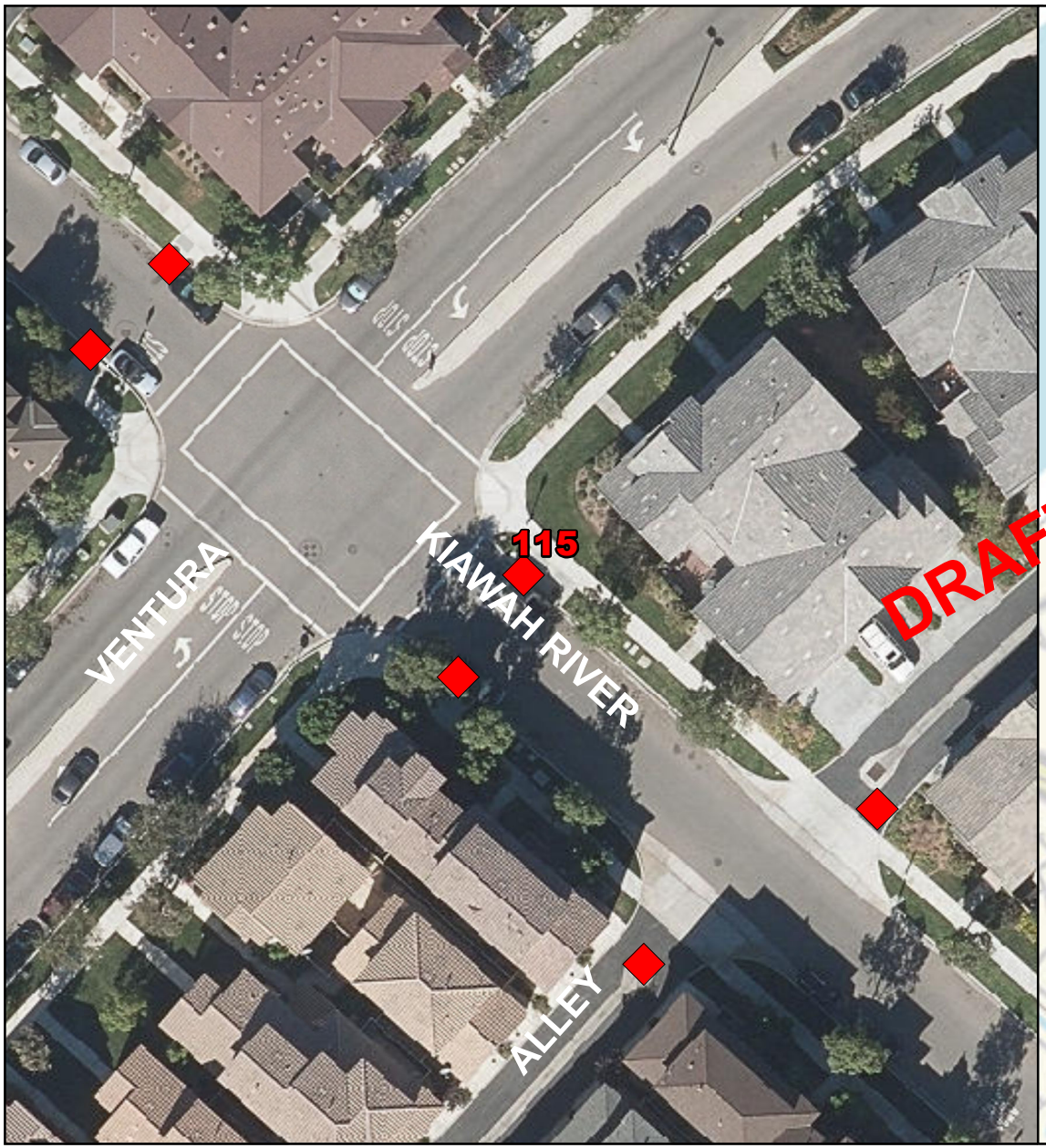
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 115









## STORMFILTER CATCHBASIN - 6'X15'

### Number of Cartridges is 14

**Legend**

Filtration Unit

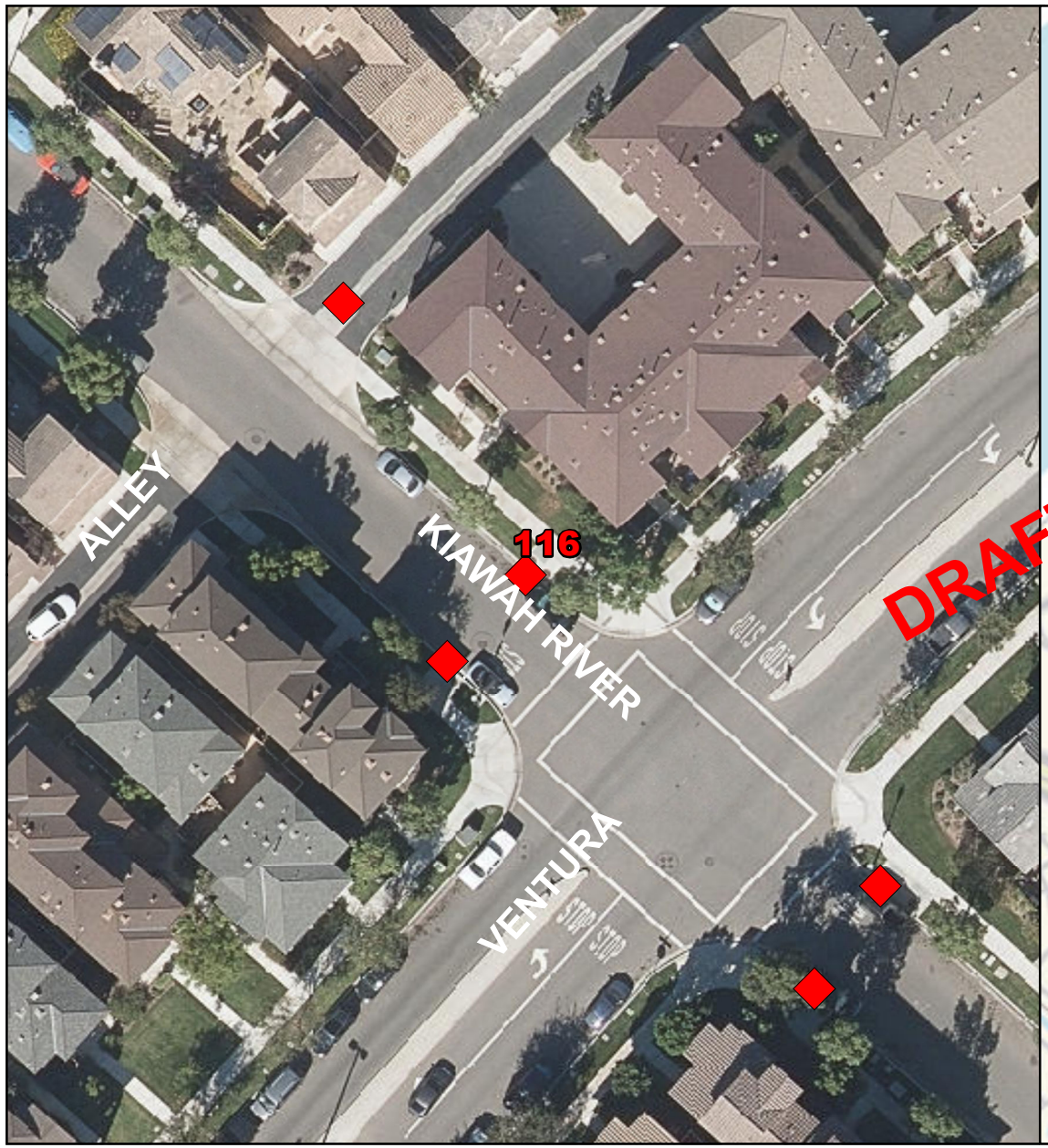
0 15 30 60 90 120 Feet

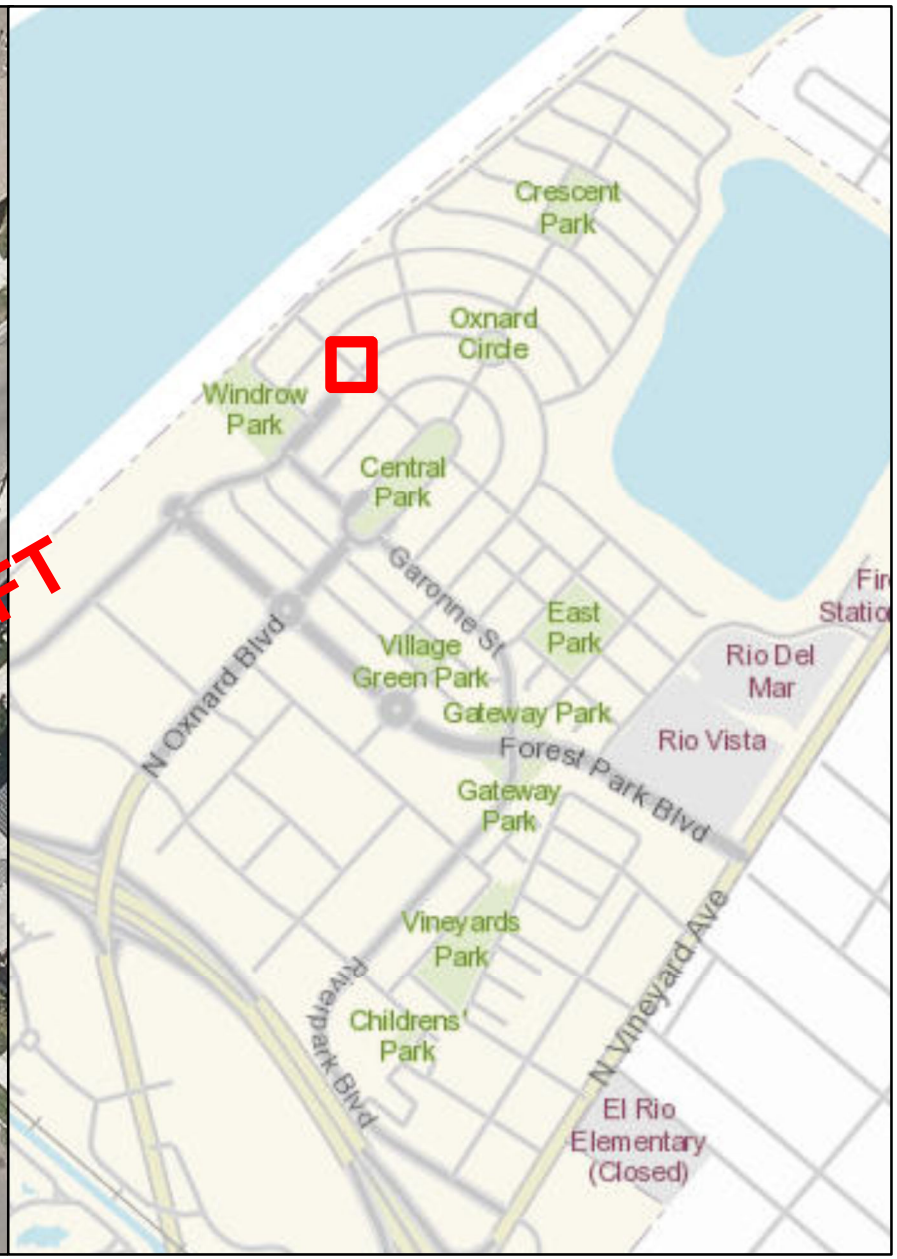


N W E S 320

# Filtration Unit No. 116






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

**Legend**

Filtration Unit

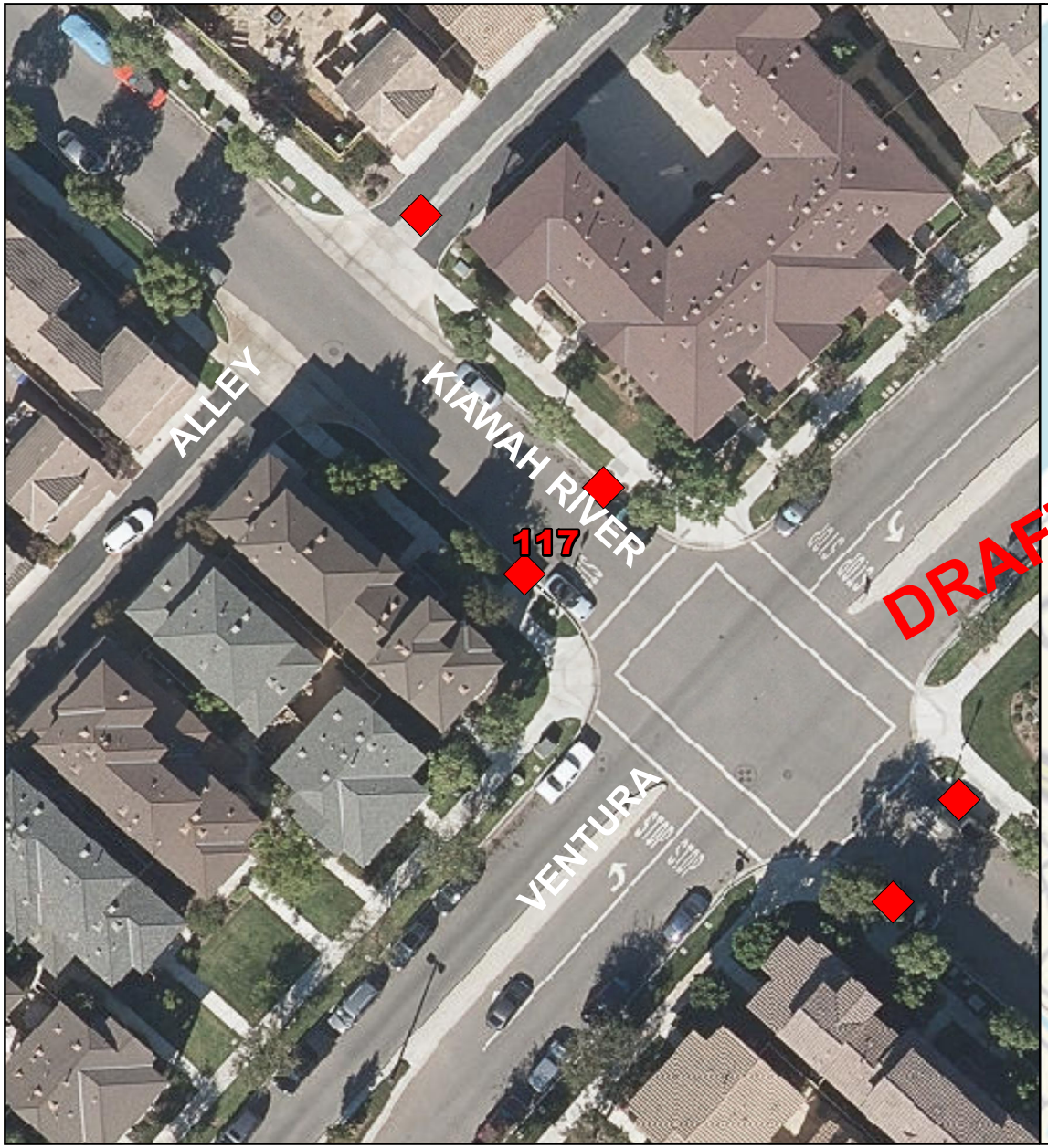
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 117









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S 322

# Filtration Unit No. 118









## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

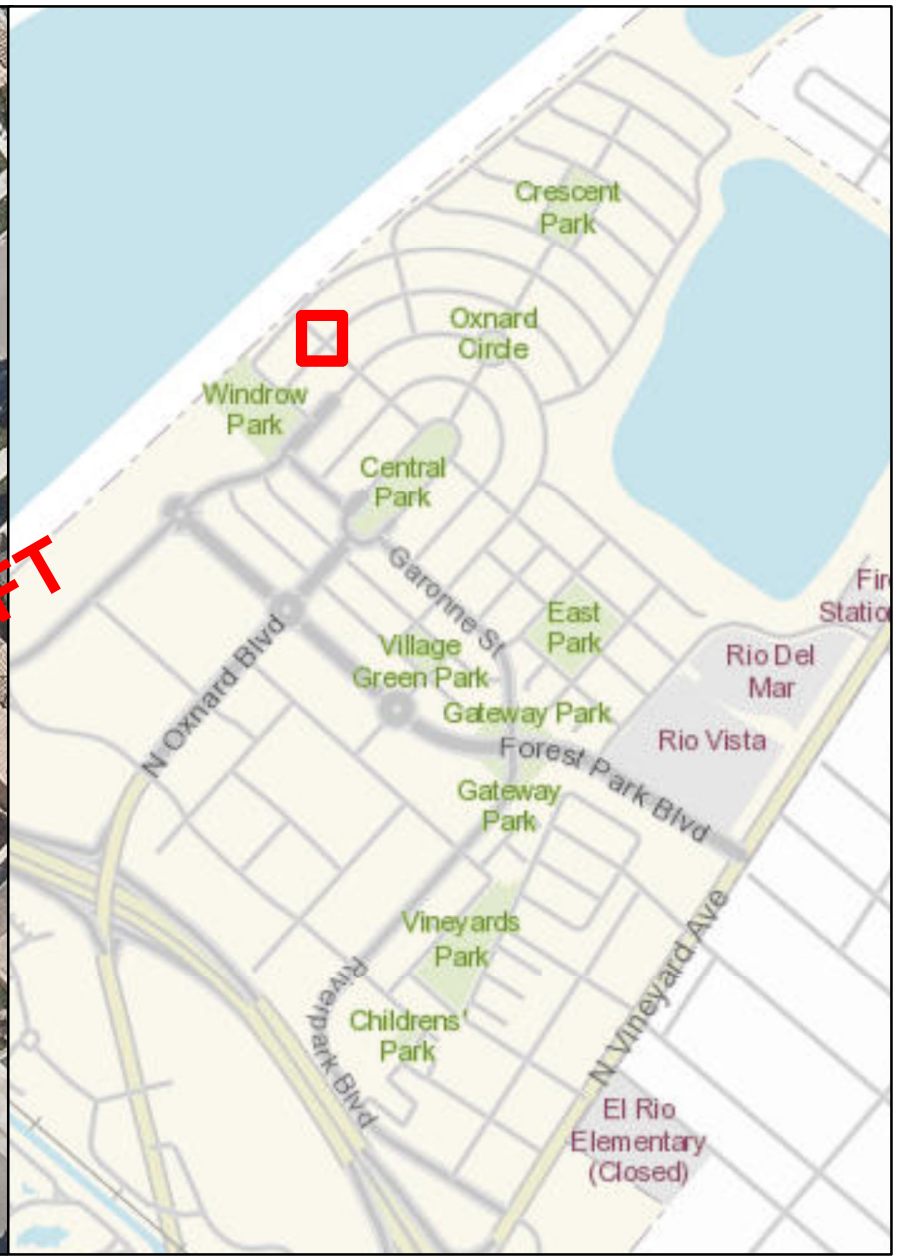


N W E S

# Filtration Unit No. 119






## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 11

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 120









## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 6

**Legend**

Filtration Unit

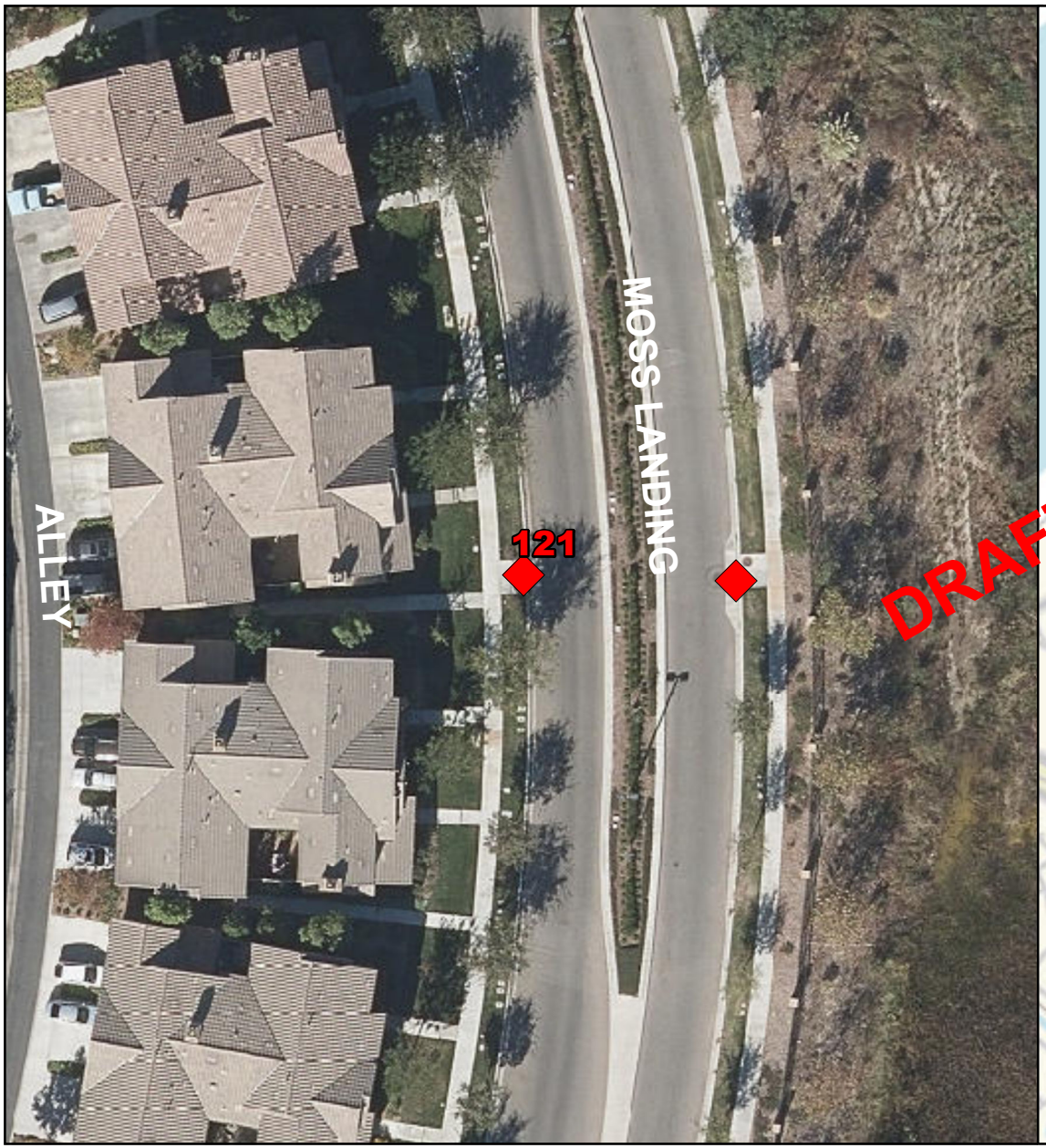
0 15 30 60 90 120 Feet

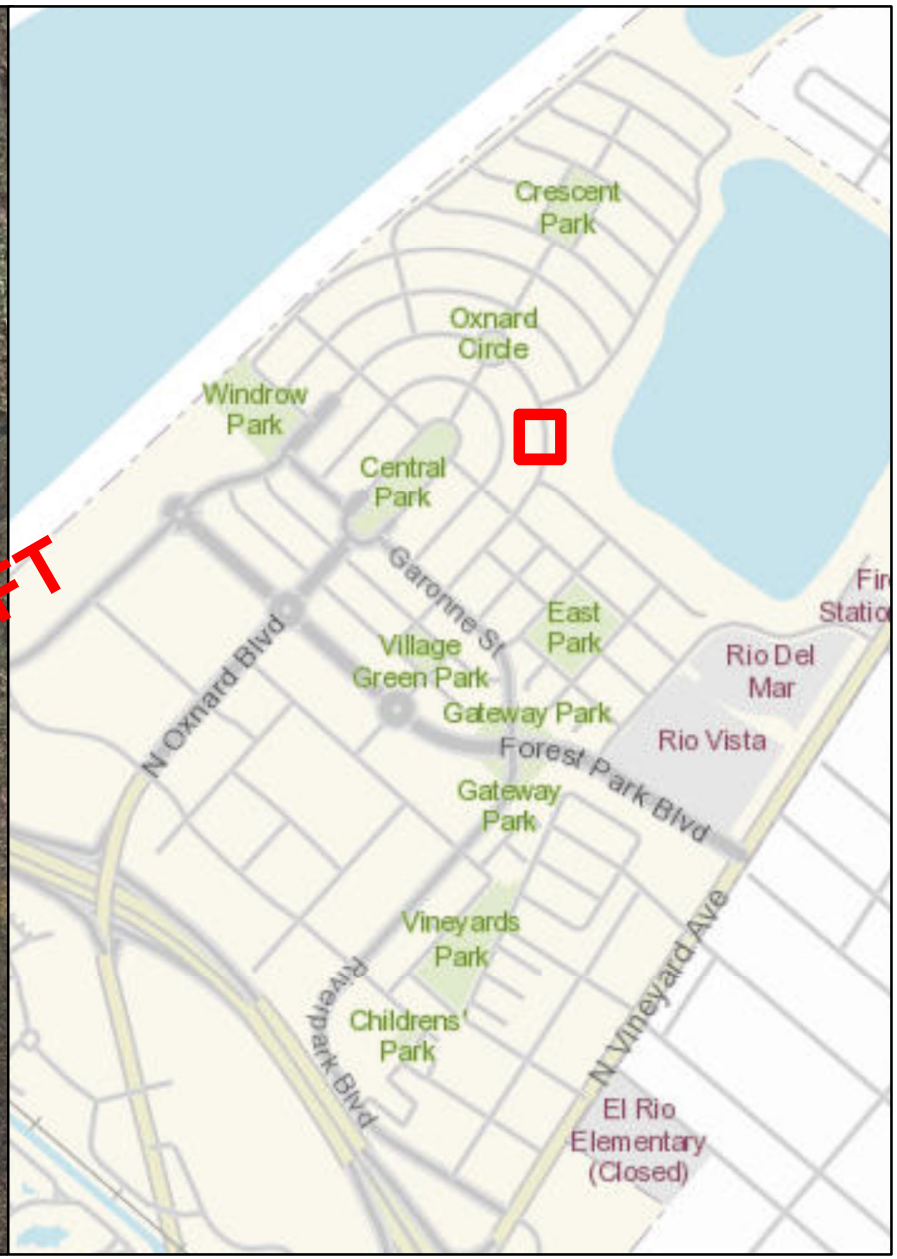


N W E S

# Filtration Unit No. 121






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

**Legend**

Filtration Unit

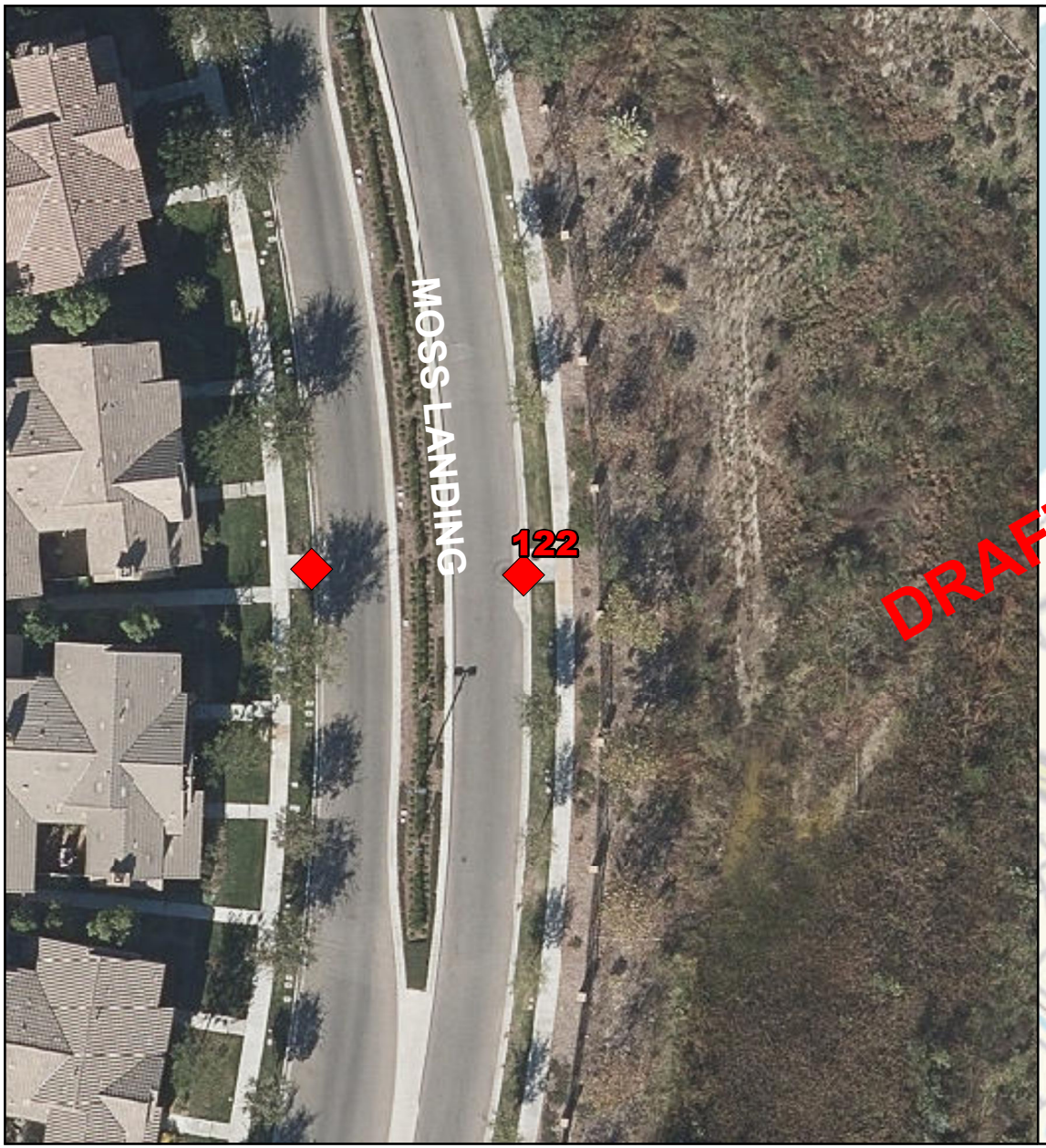
0 15 30 60 90 120 Feet

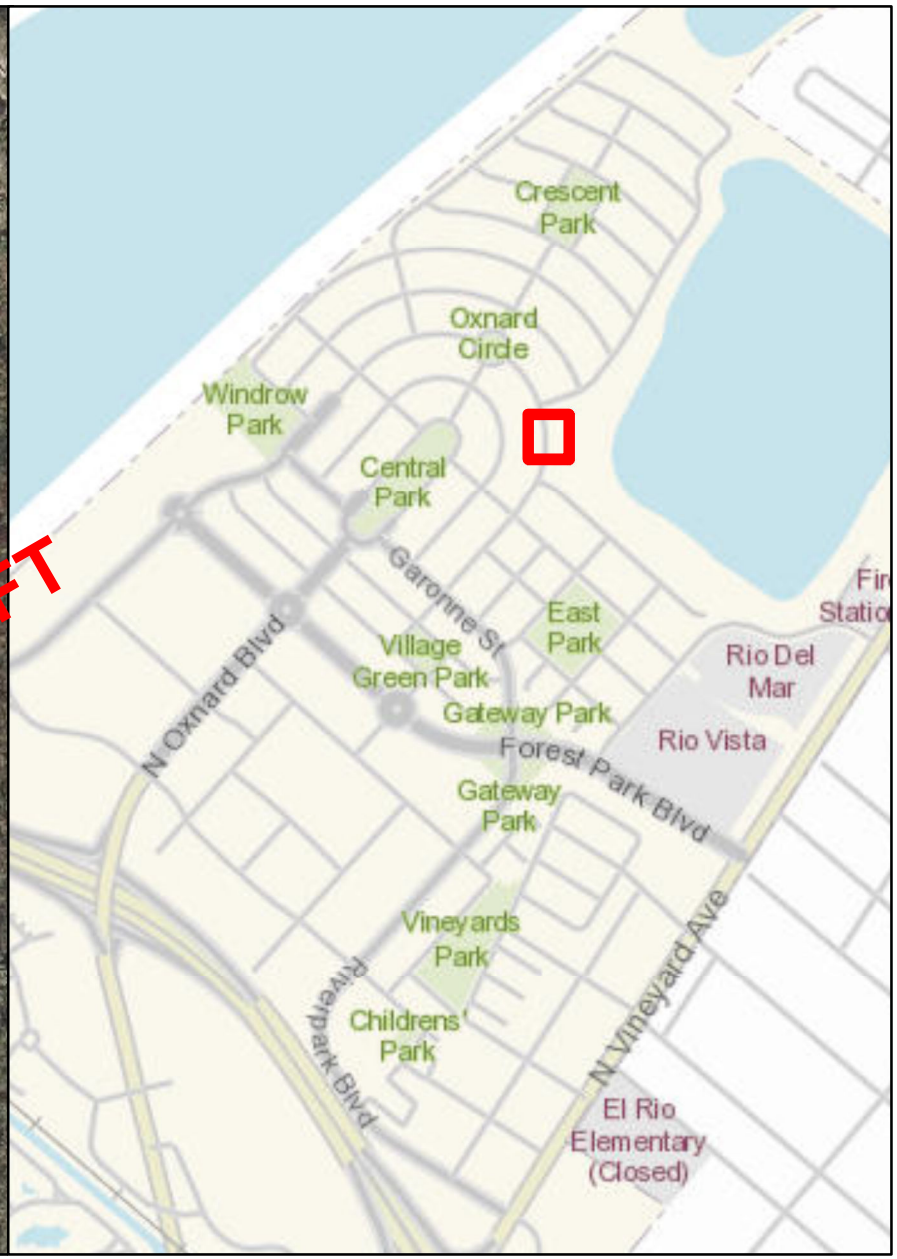


N W E S

# Filtration Unit No. 122






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

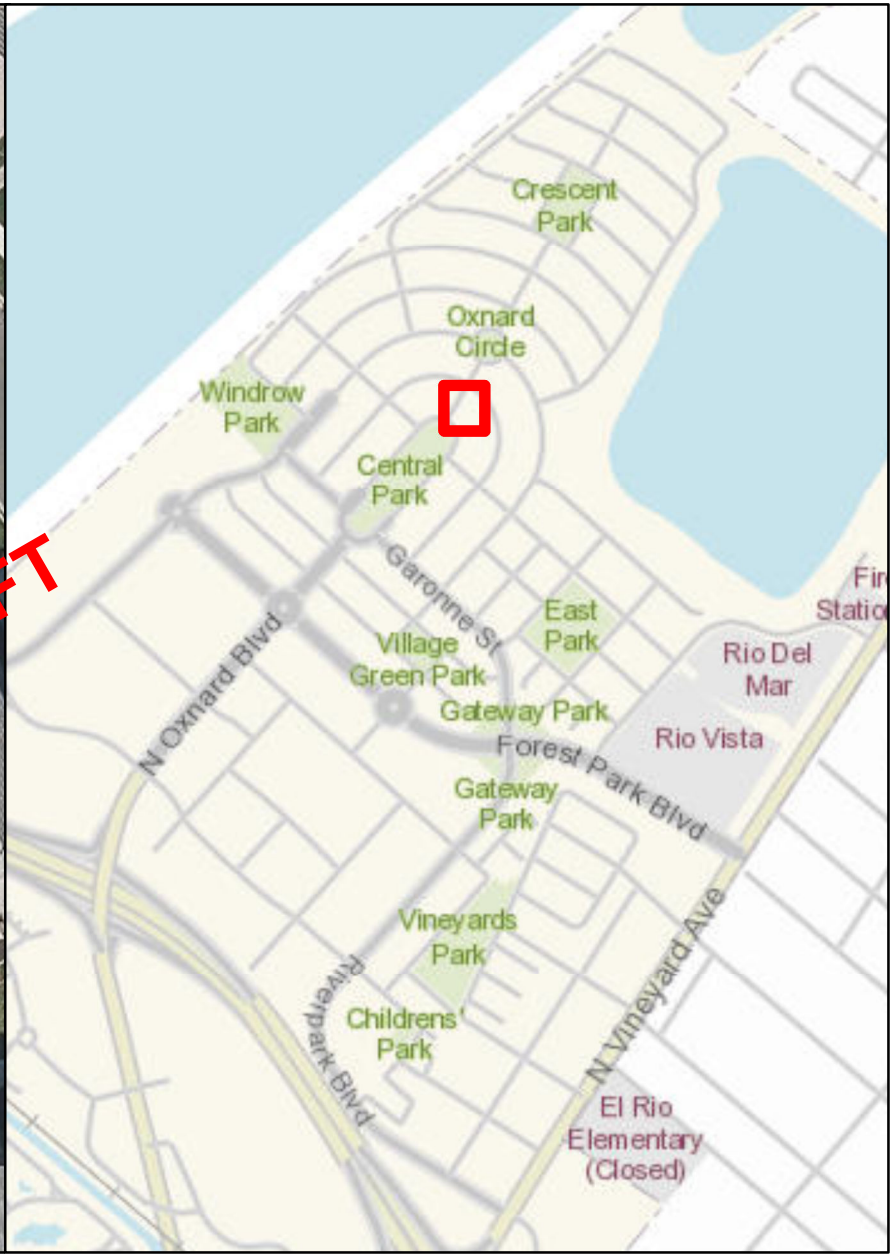


N W E S

# Filtration Unit No. 123






## STORMFILTER MH - 72"

Number of Cartridges is 4

**Legend**

Filtration Unit

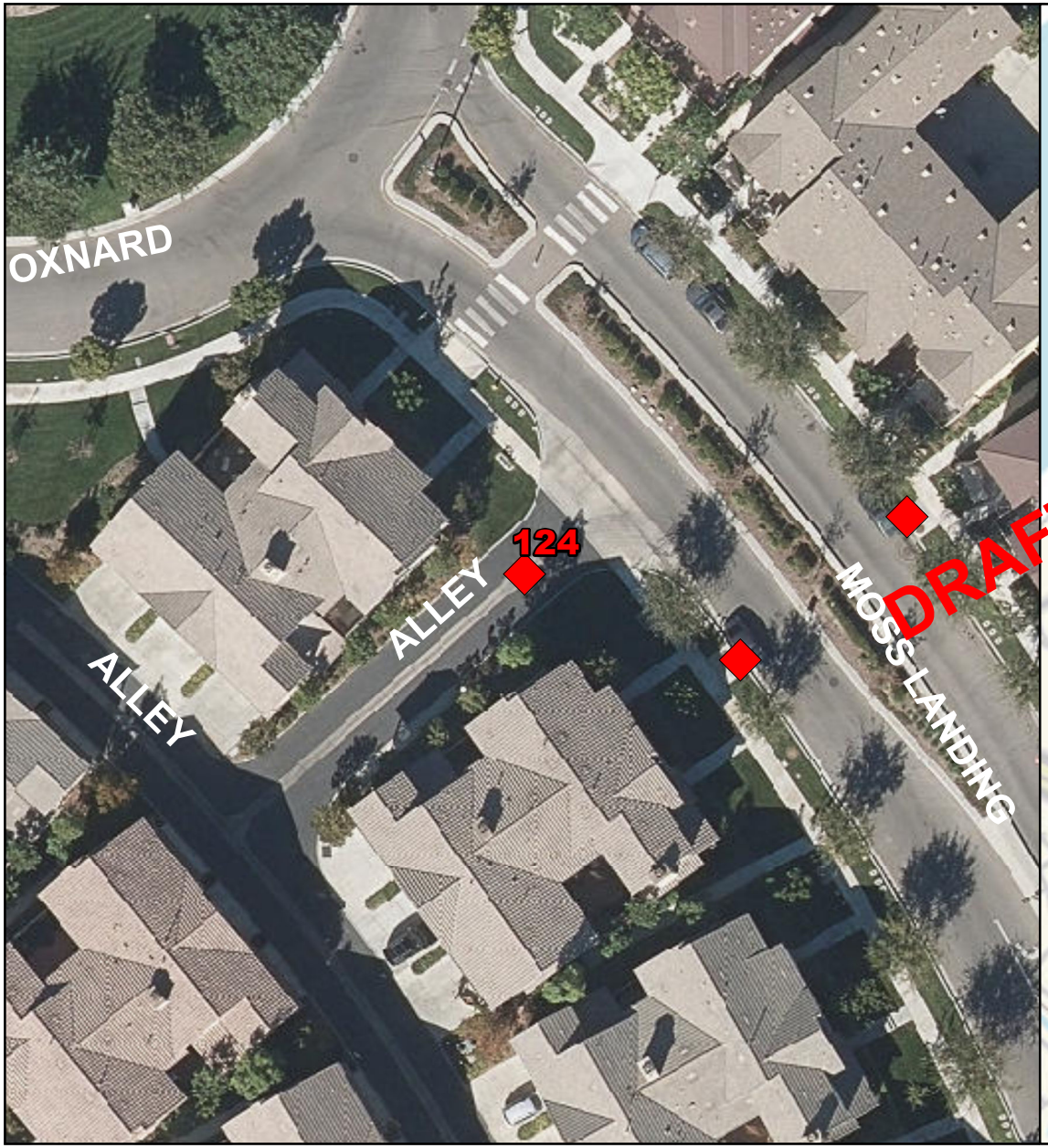
0 15 30 60 90 120 Feet

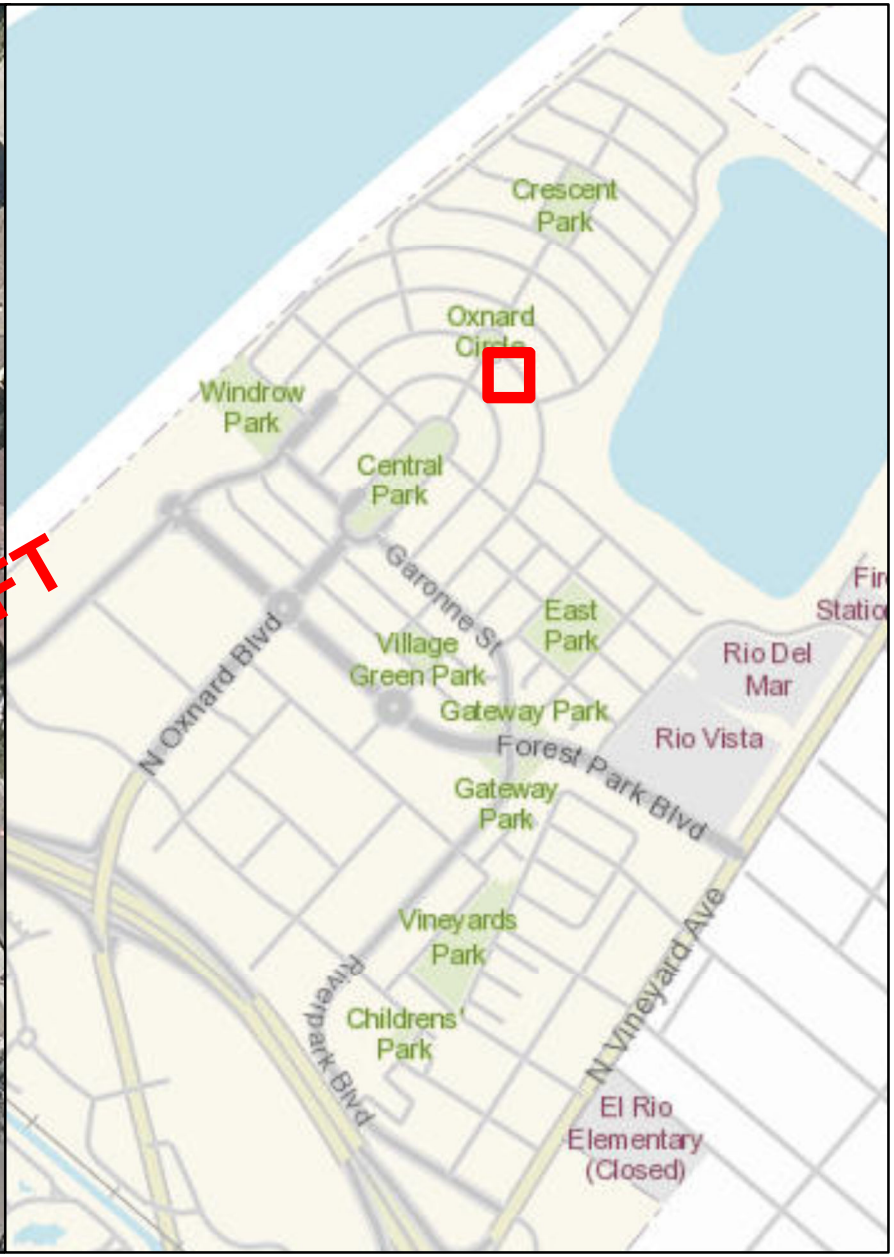


N W E S 328

# Filtration Unit No. 124






## STORMFILTER MH - 72"

Number of Cartridges is 7

**Legend**

Filtration Unit

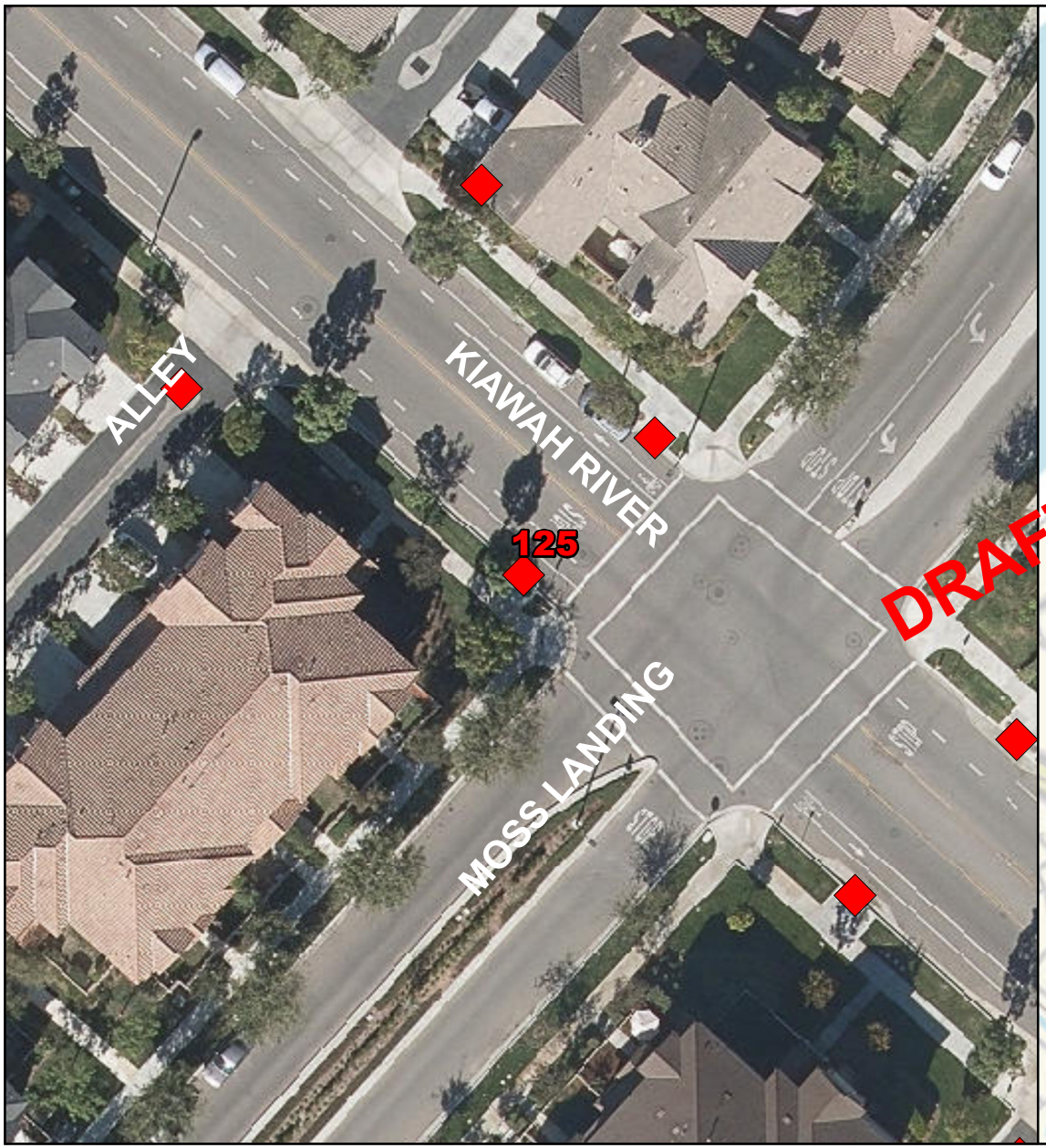
0 15 30 60 90 120 Feet

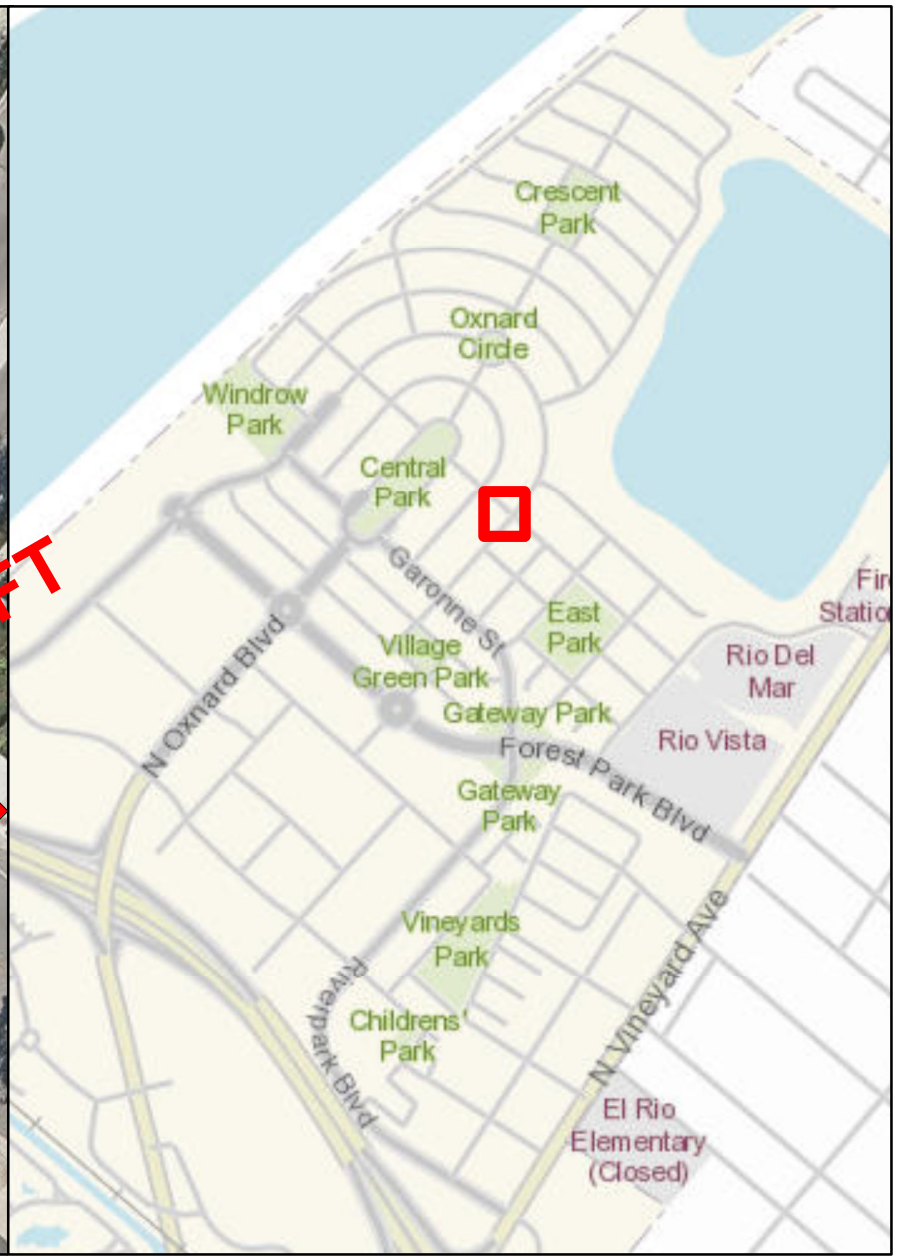


N W E S

# Filtration Unit No. 125






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

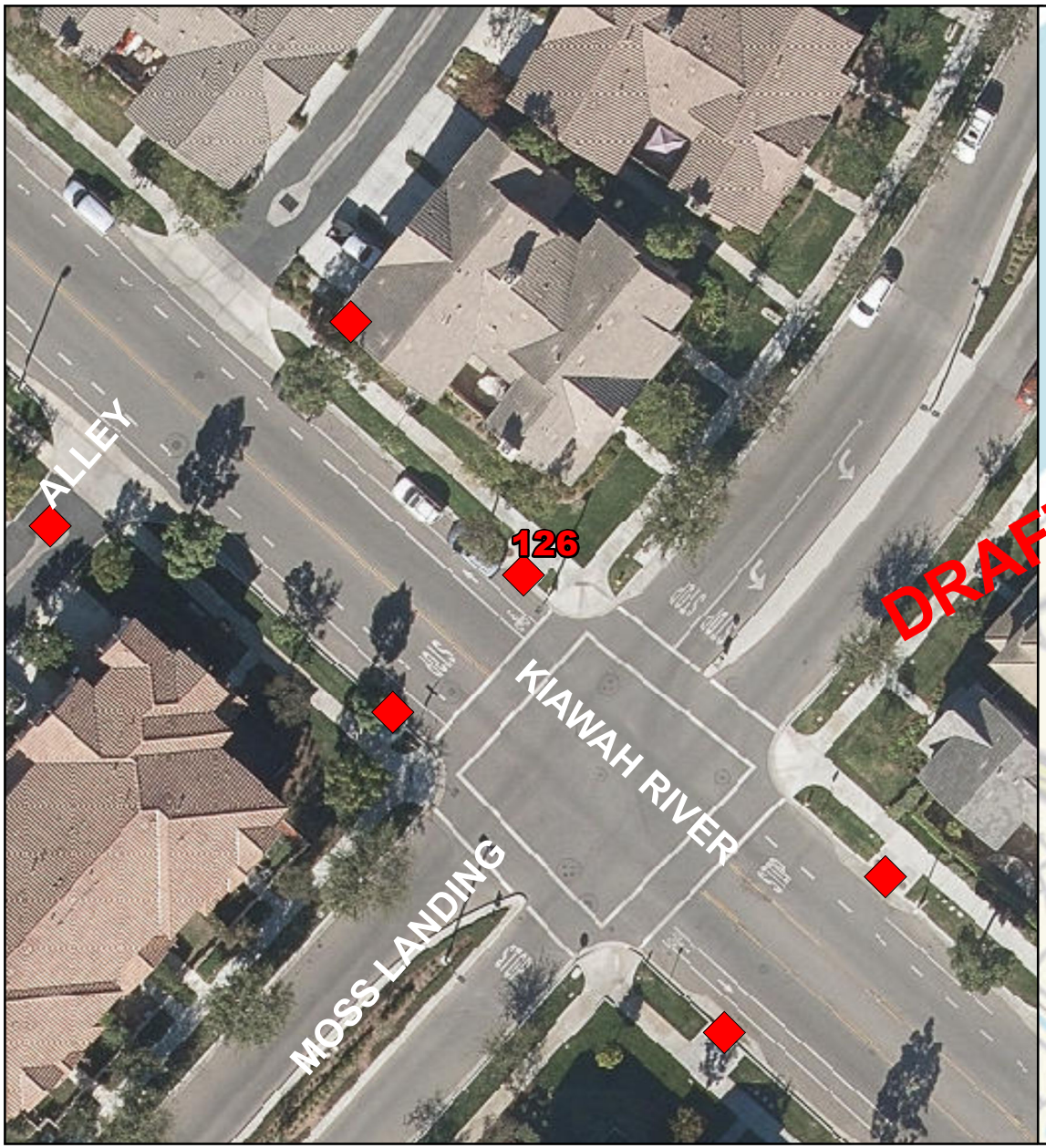


N W E S

330

# Filtration Unit No. 126









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

**Legend**

Filtration Unit

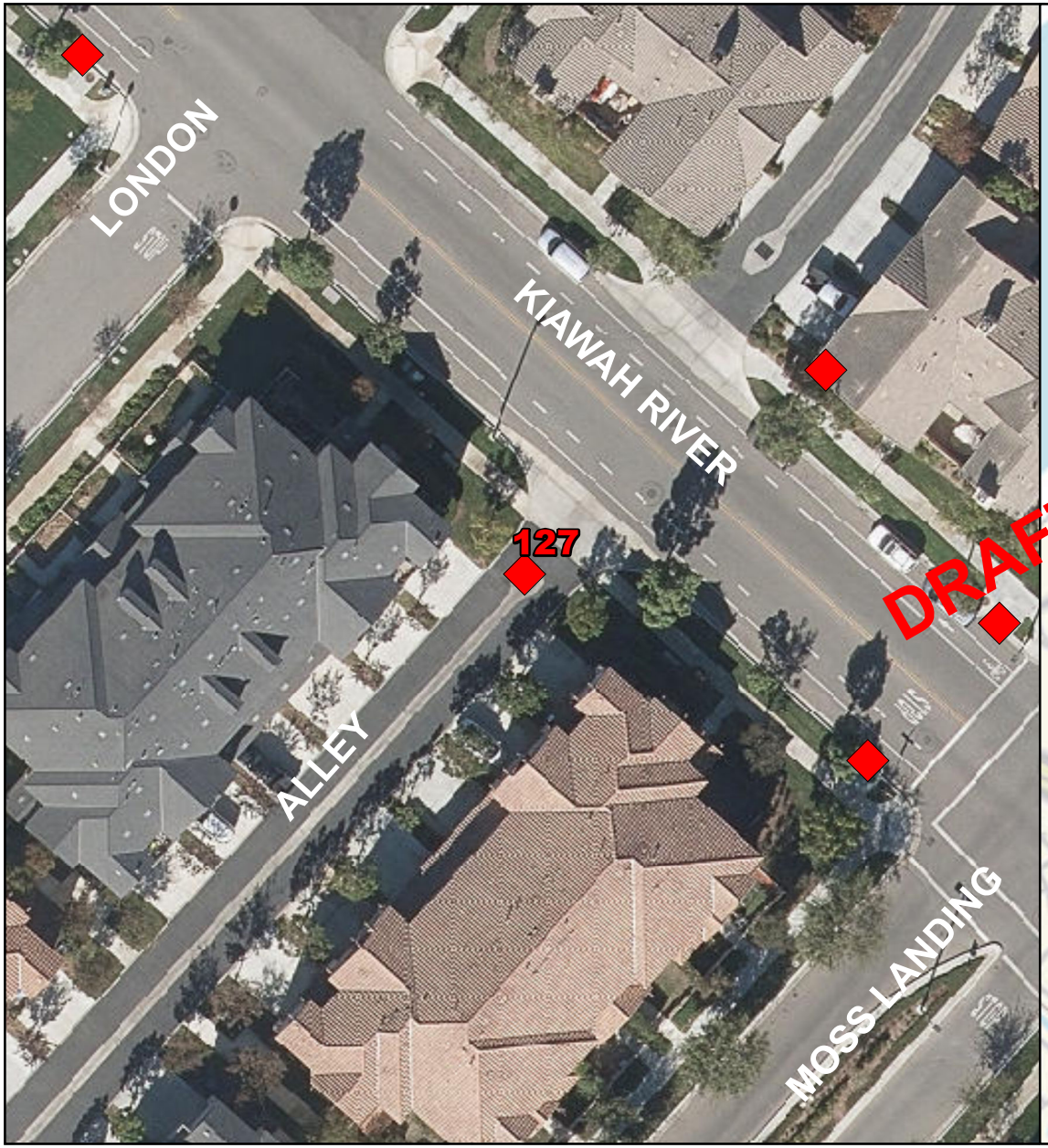
0 15 30 60 90 120 Feet

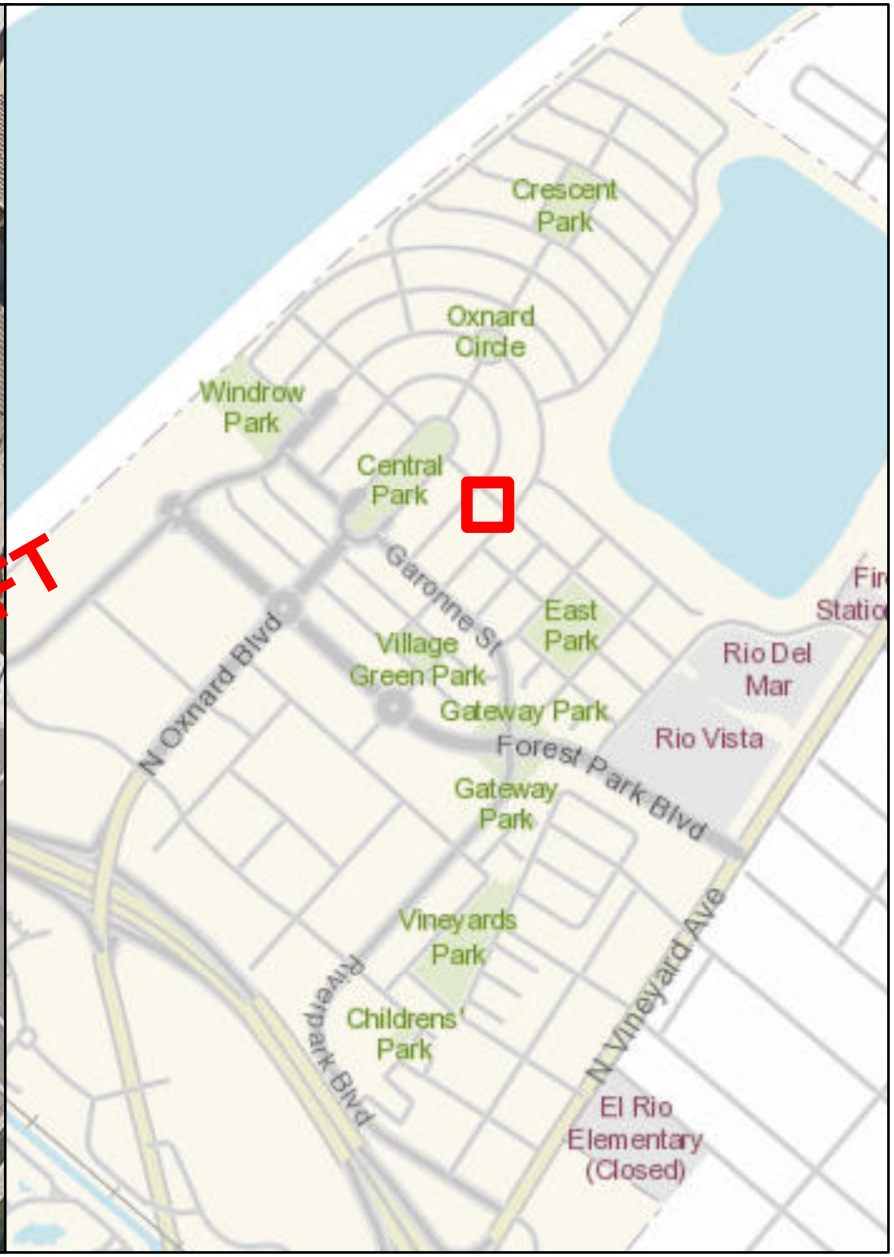


N W E S

# Filtration Unit No. 127






## STORMFILTER MH - 72"

Number of Cartridges is 3

**Legend**

Filtration Unit

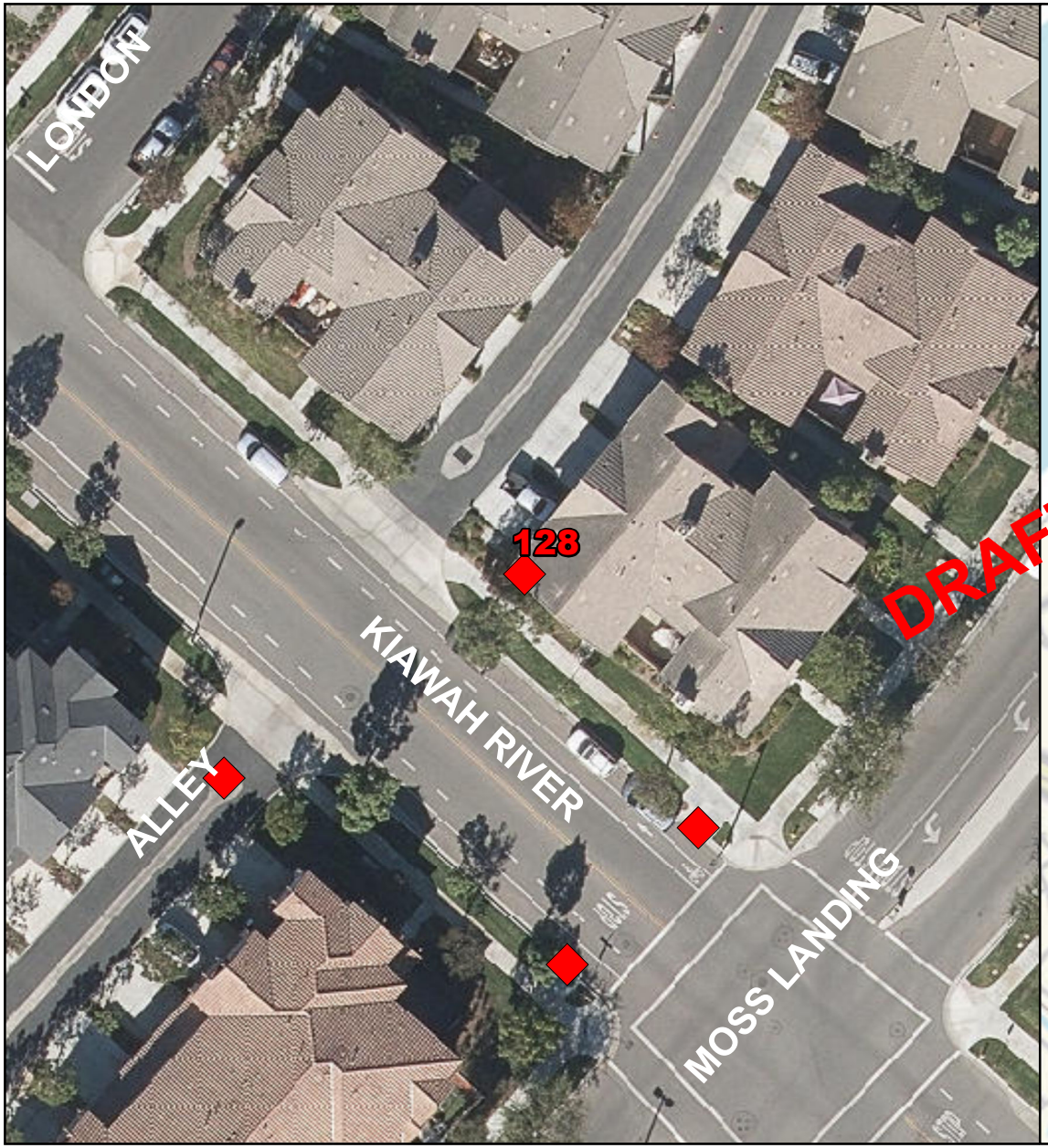
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 128









## STORMFILTER VAULT - 7'X14'

Number of Cartridges is 13

**Legend**

Filtration Unit

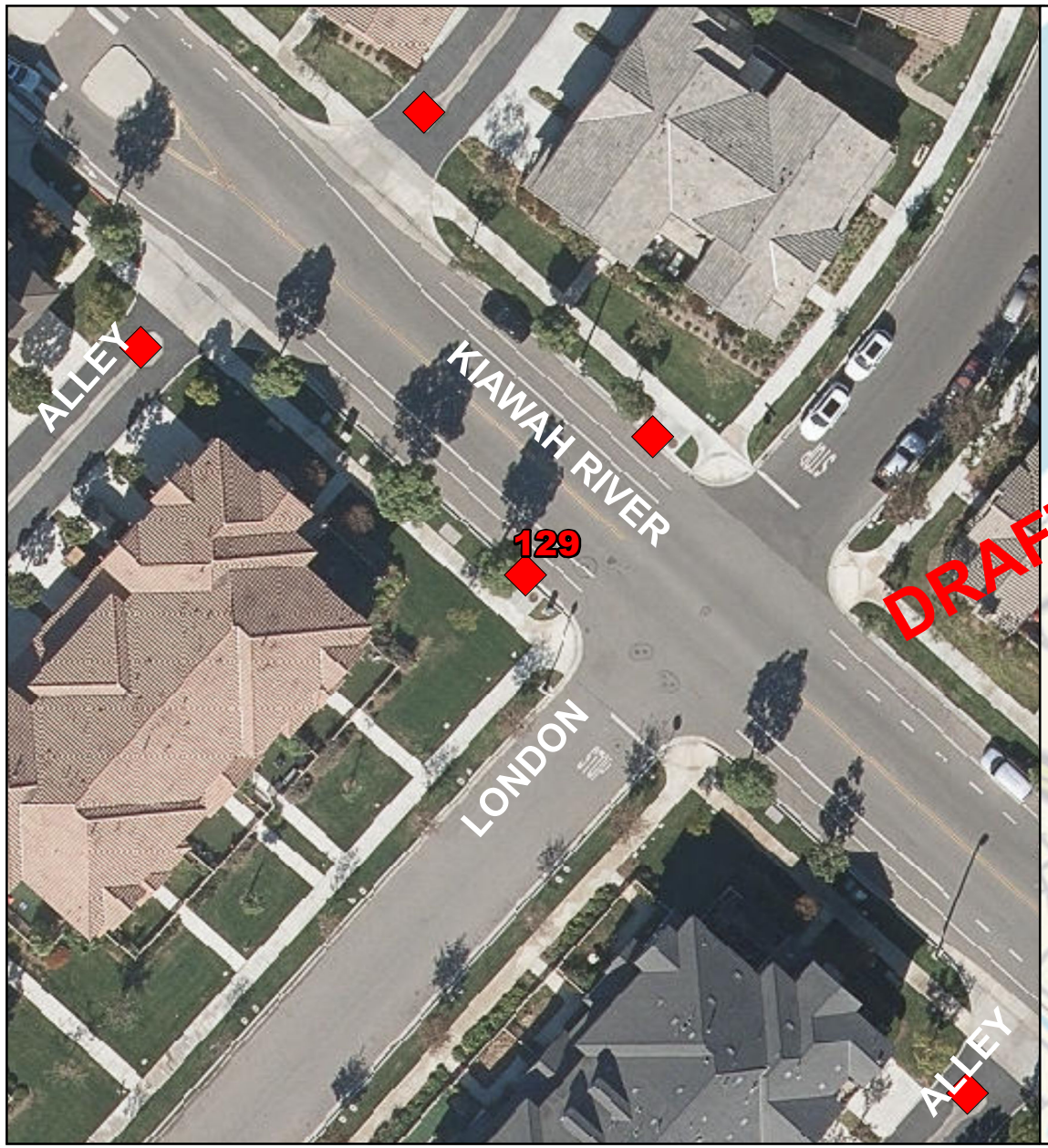
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 129









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

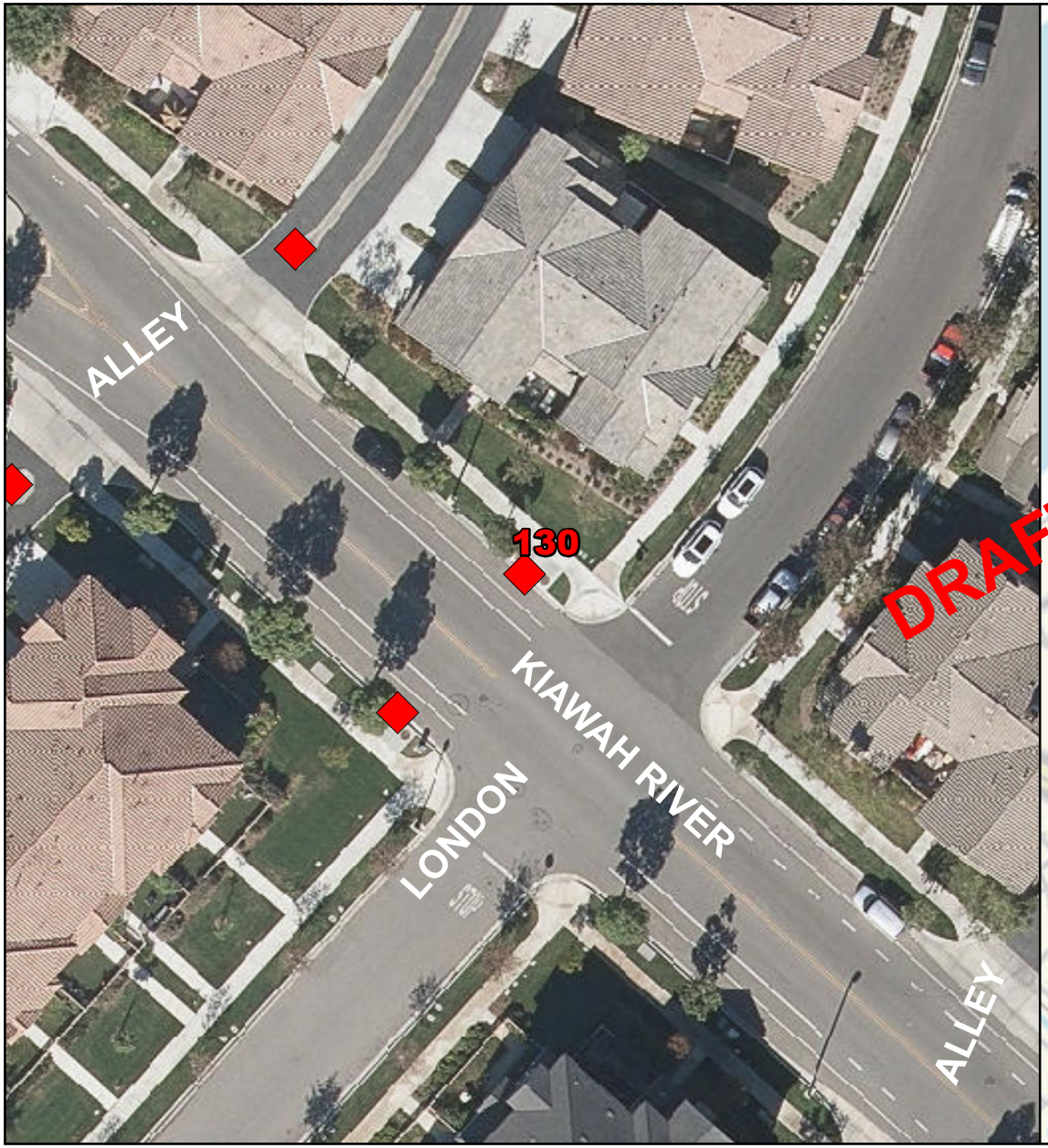
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 130









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 8

**Legend**

Filtration Unit

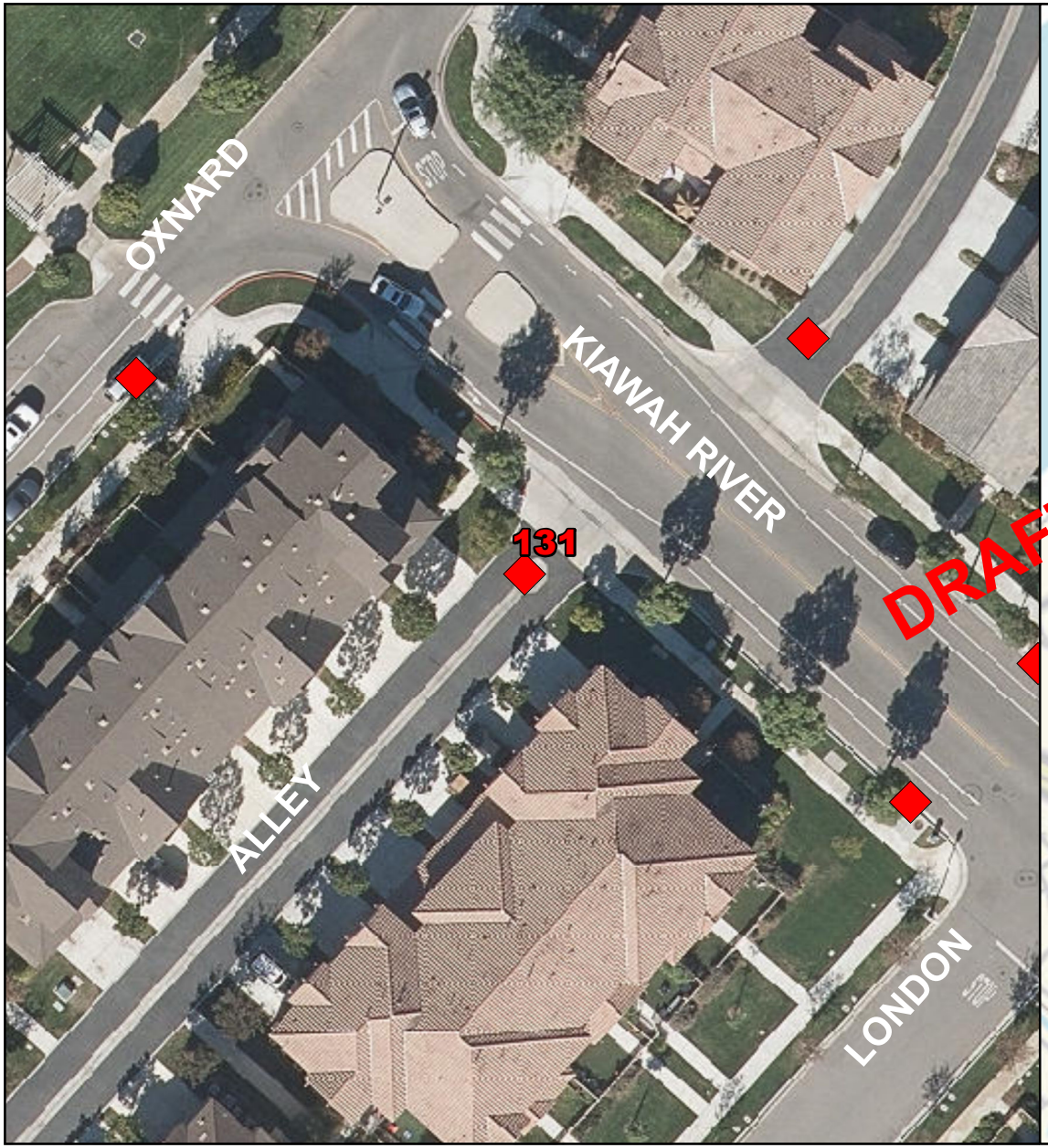
0 15 30 60 90 120 Feet



N W E S 335

# Filtration Unit No. 131









## STORMFILTER MH- 72"

Number of Cartridges is 5

**Legend**

Filtration Unit

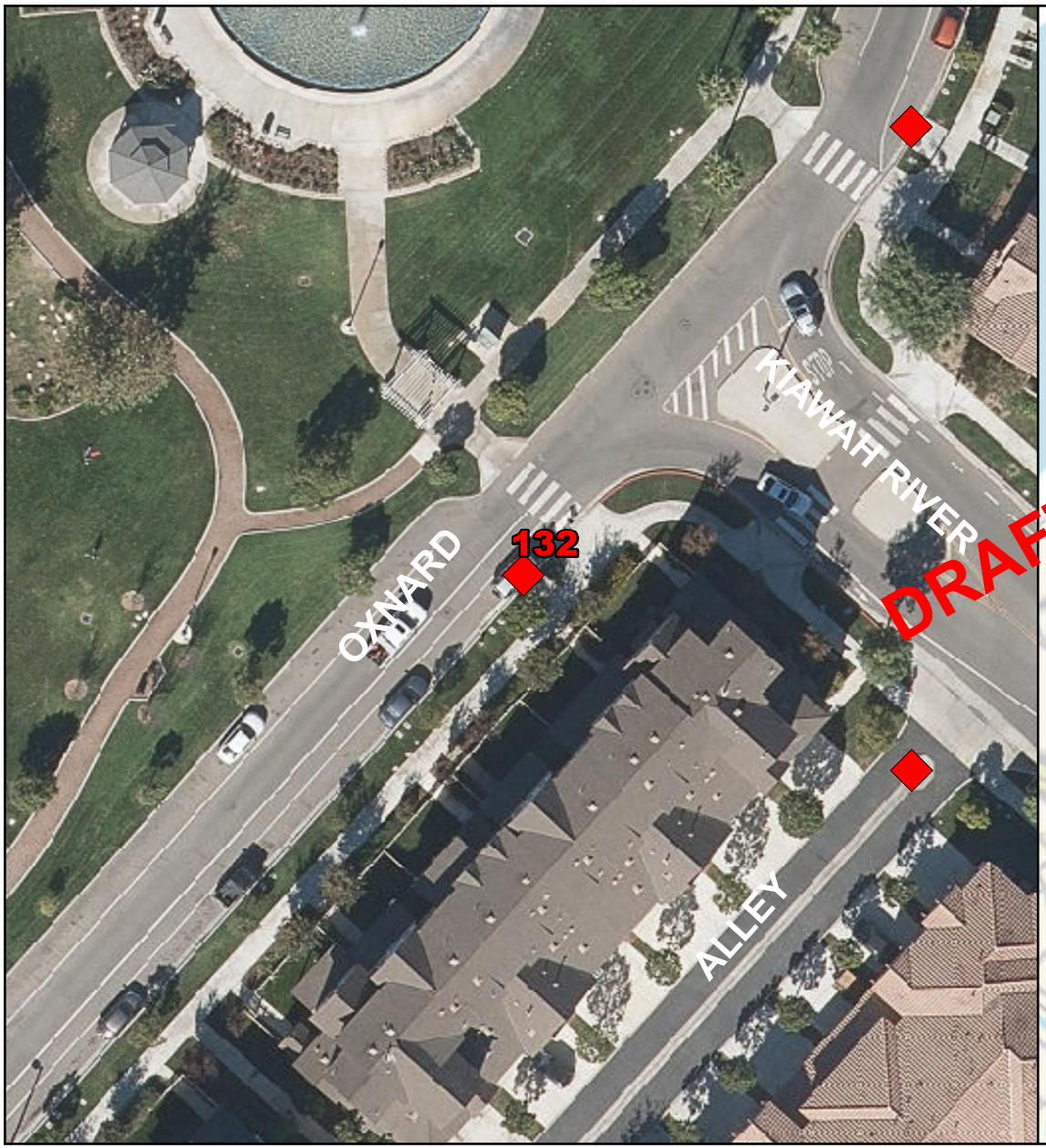
0 15 30 60 90 120 Feet

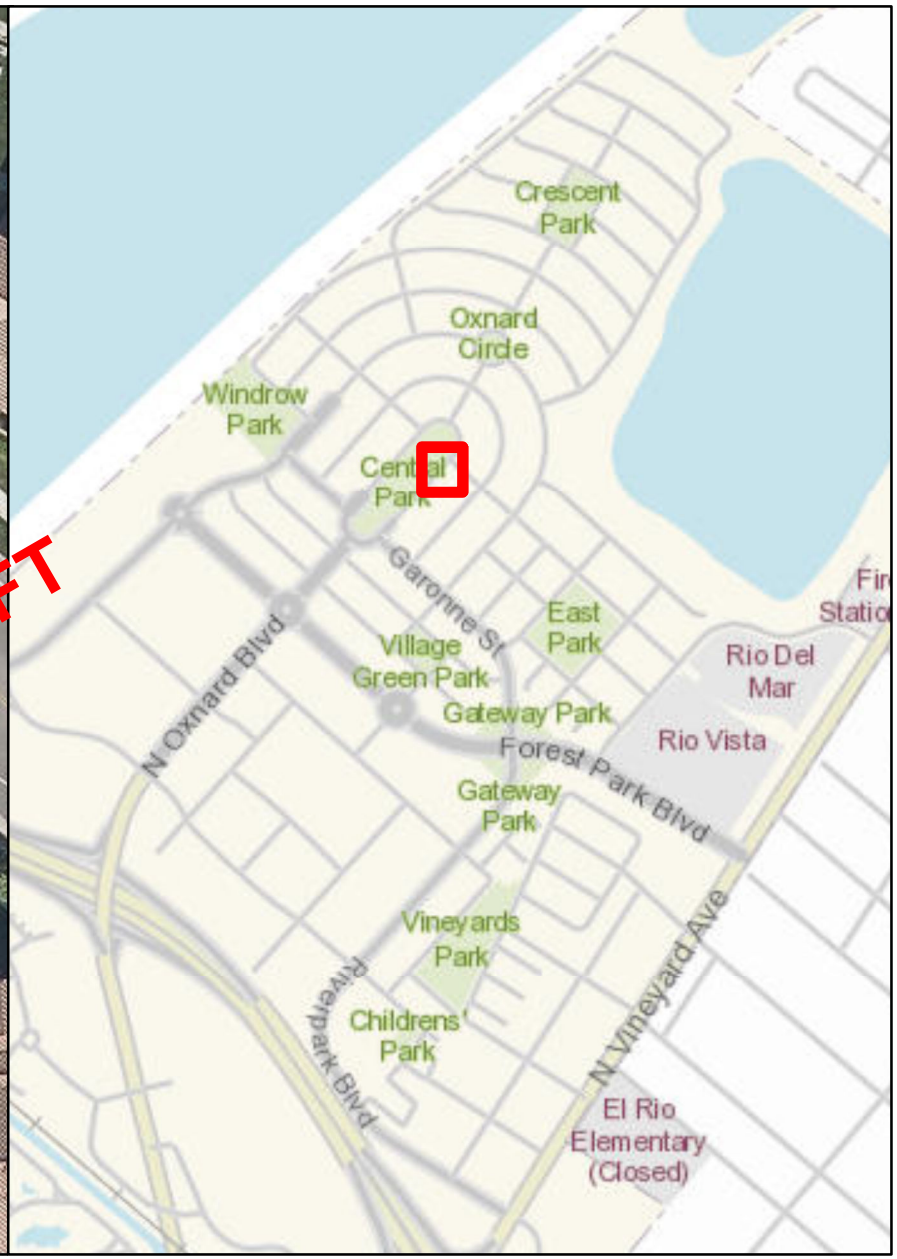


N W E S

# Filtration Unit No. 132






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 133









## STORMFILTER MH - 72"

Number of Cartridges is 6

**Legend**

Filtration Unit

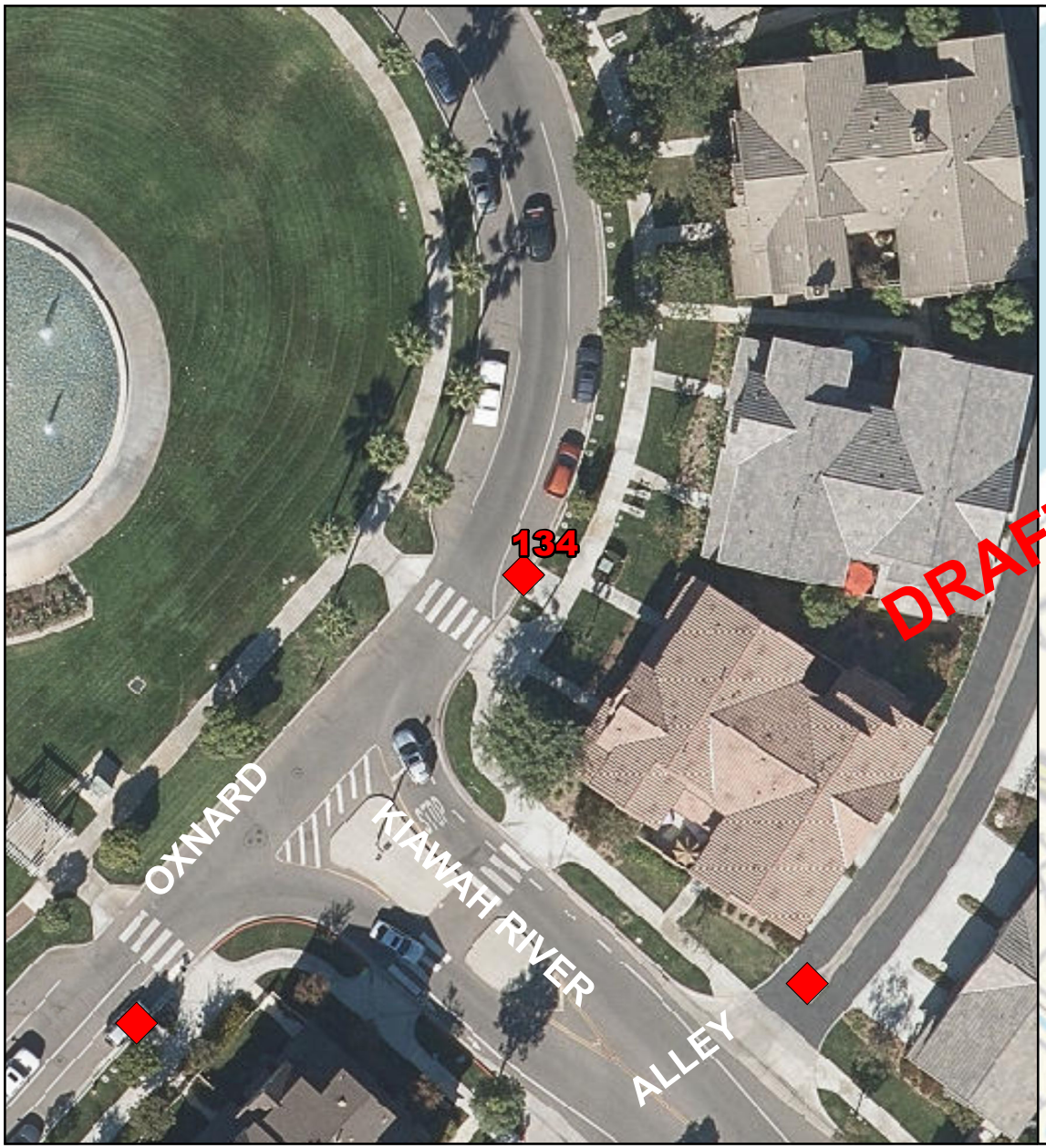
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 134









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

**Legend**

Filtration Unit

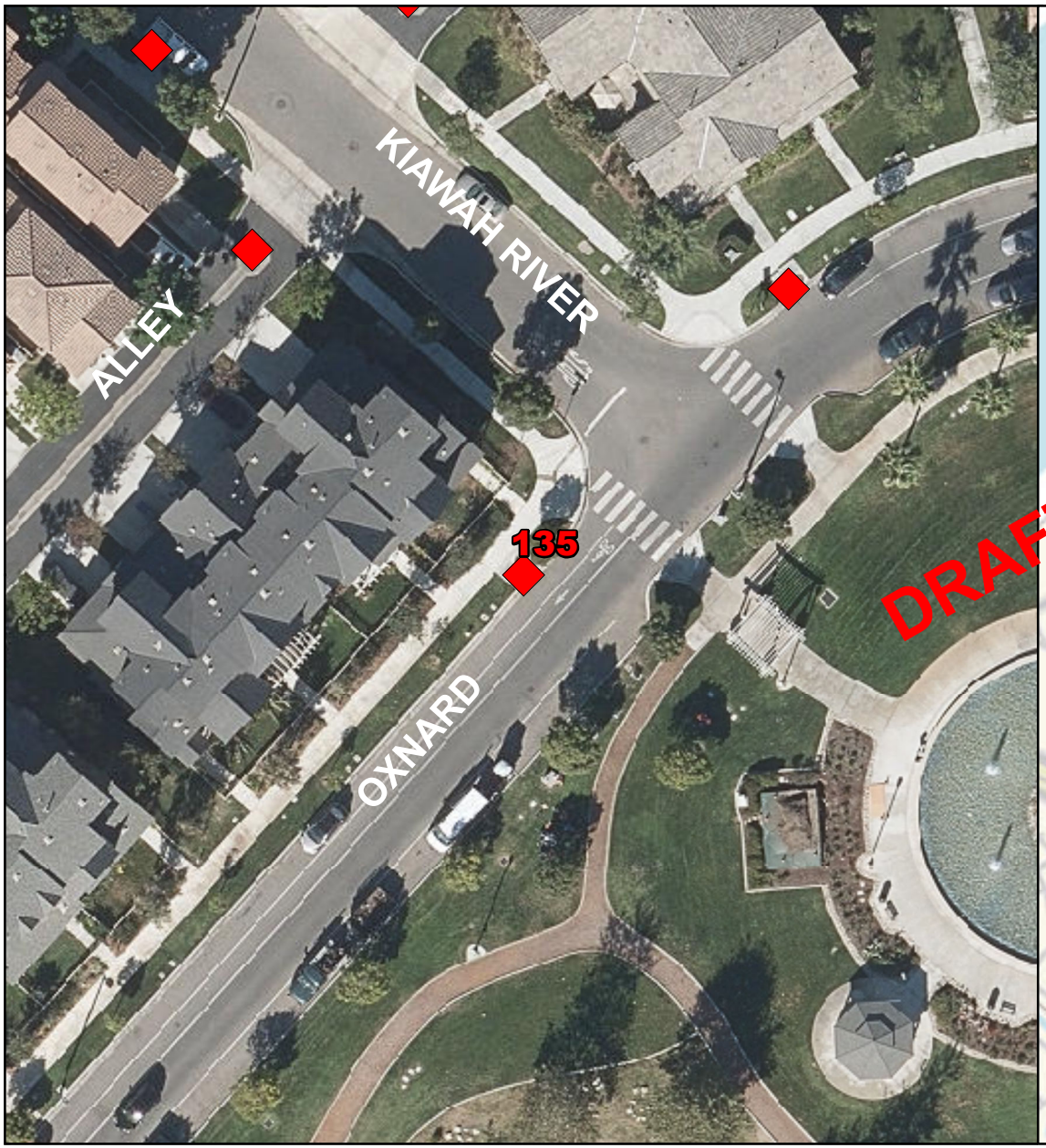
0 15 30 60 90 120 Feet

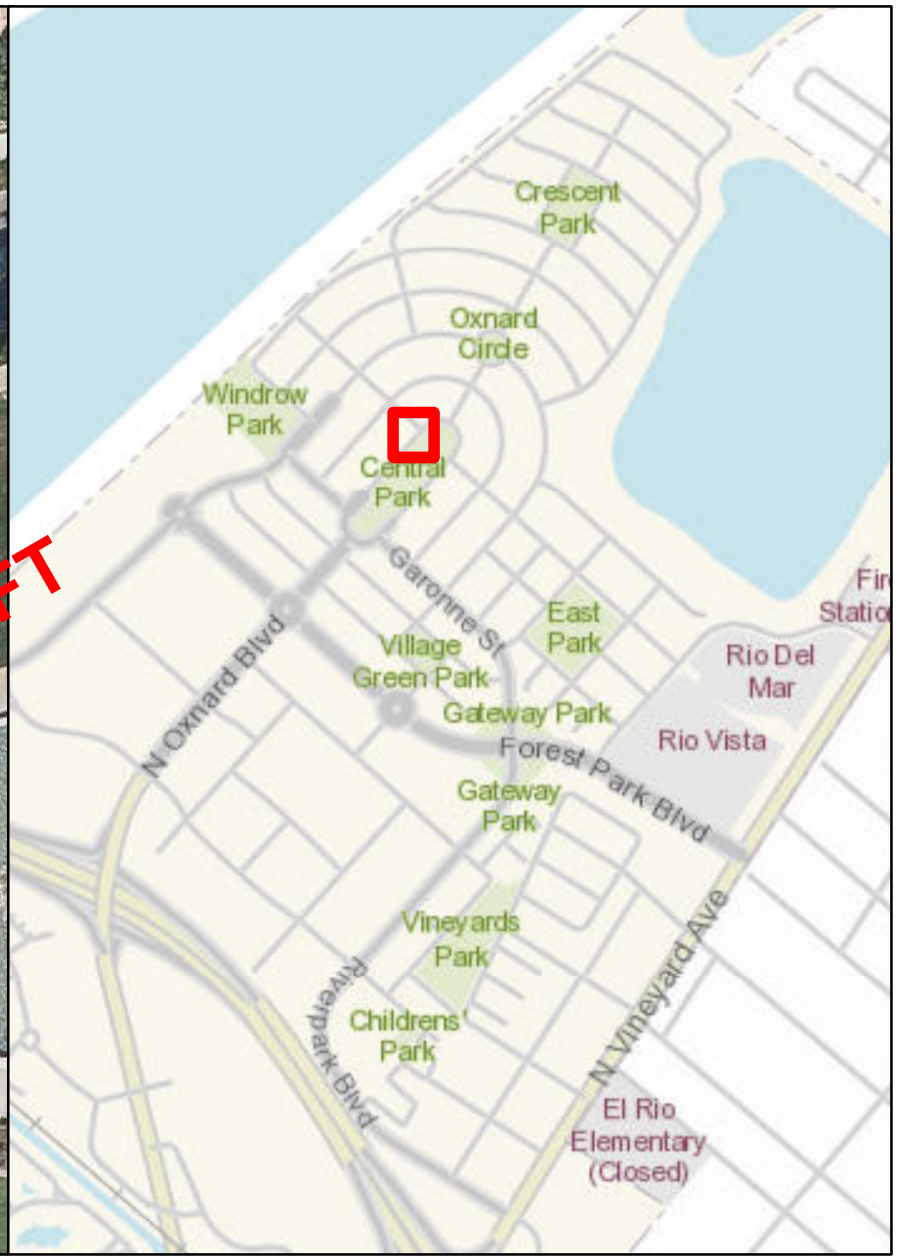


N W E S

# Filtration Unit No. 135






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

**Legend**

Filtration Unit

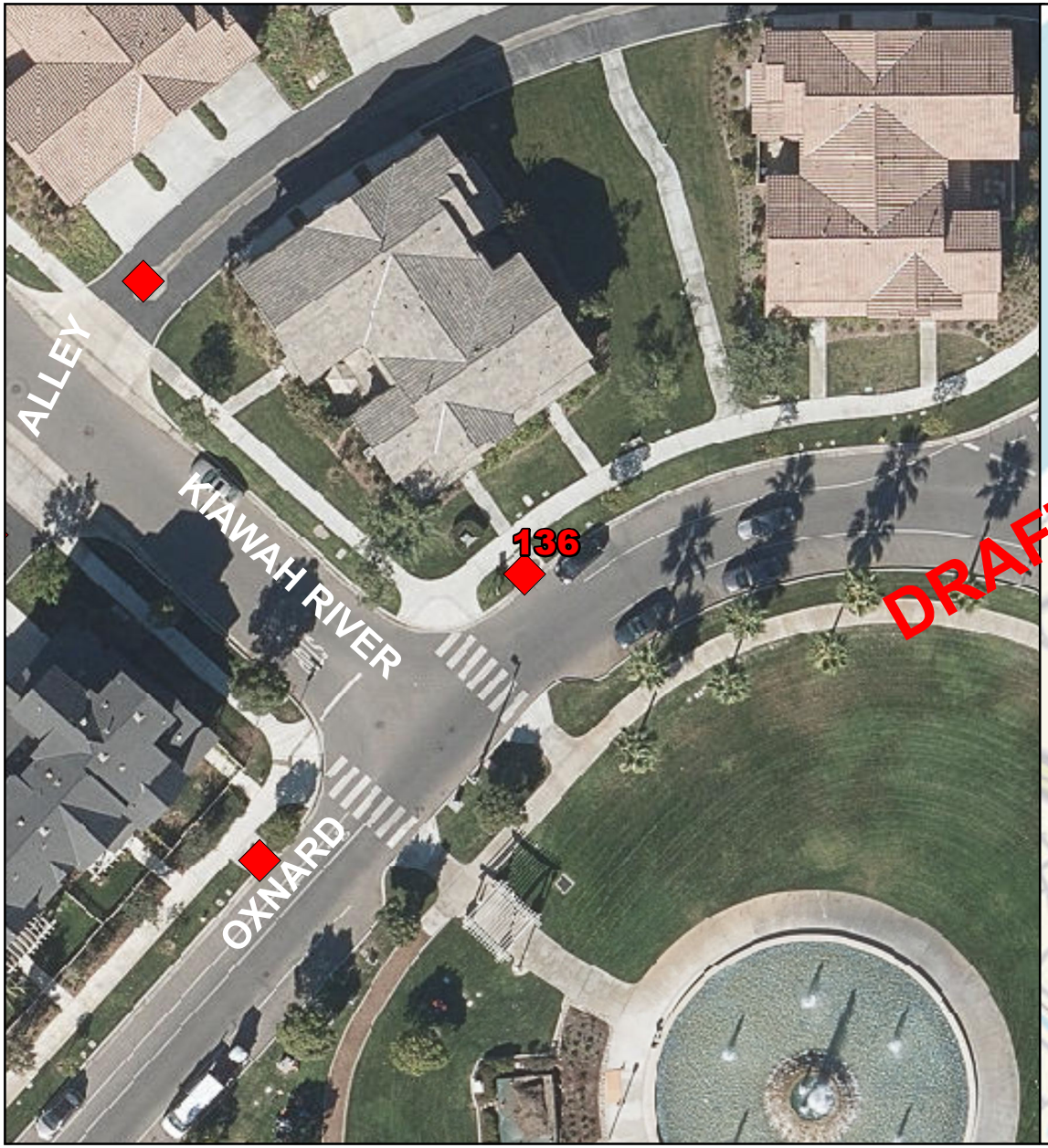
0 15 30 60 90 120 Feet

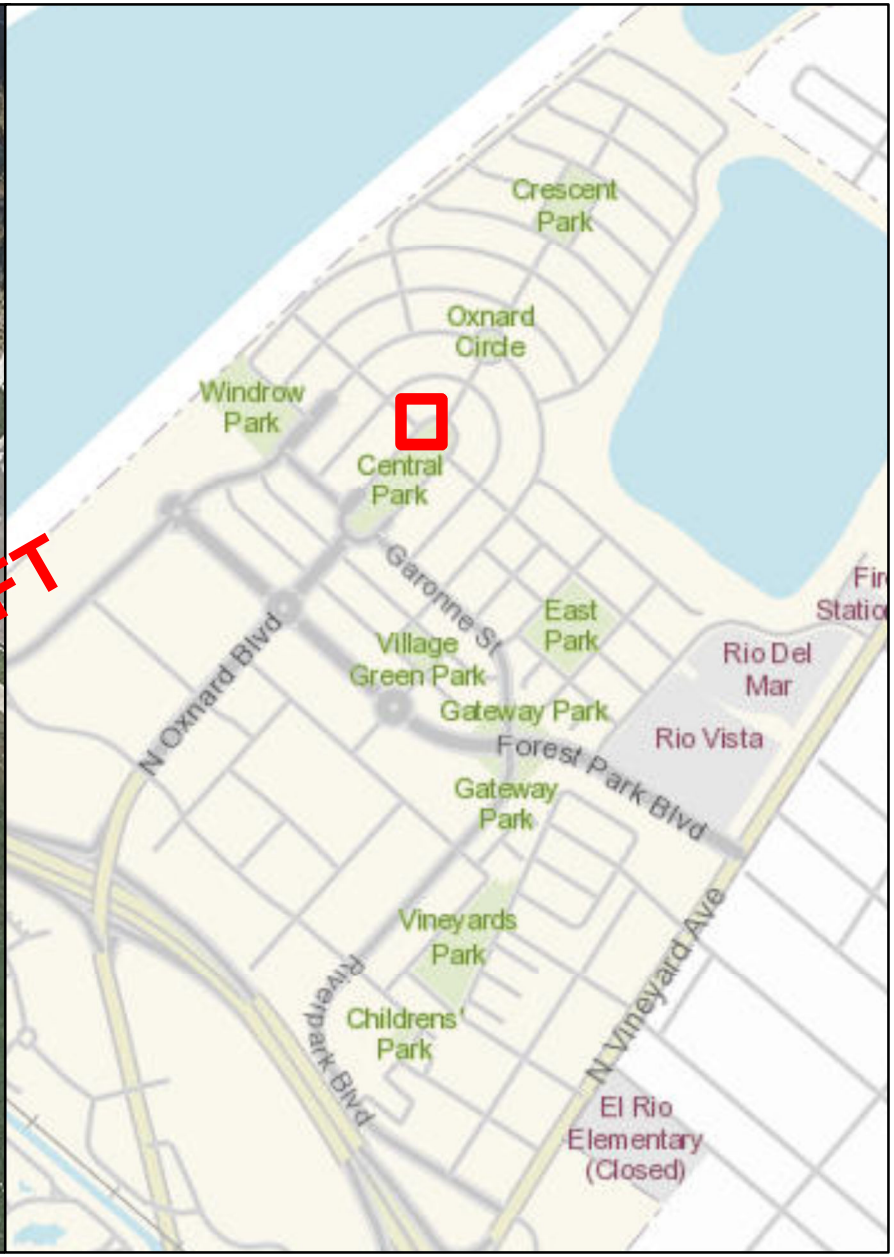


N W E S

# Filtration Unit No. 136






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

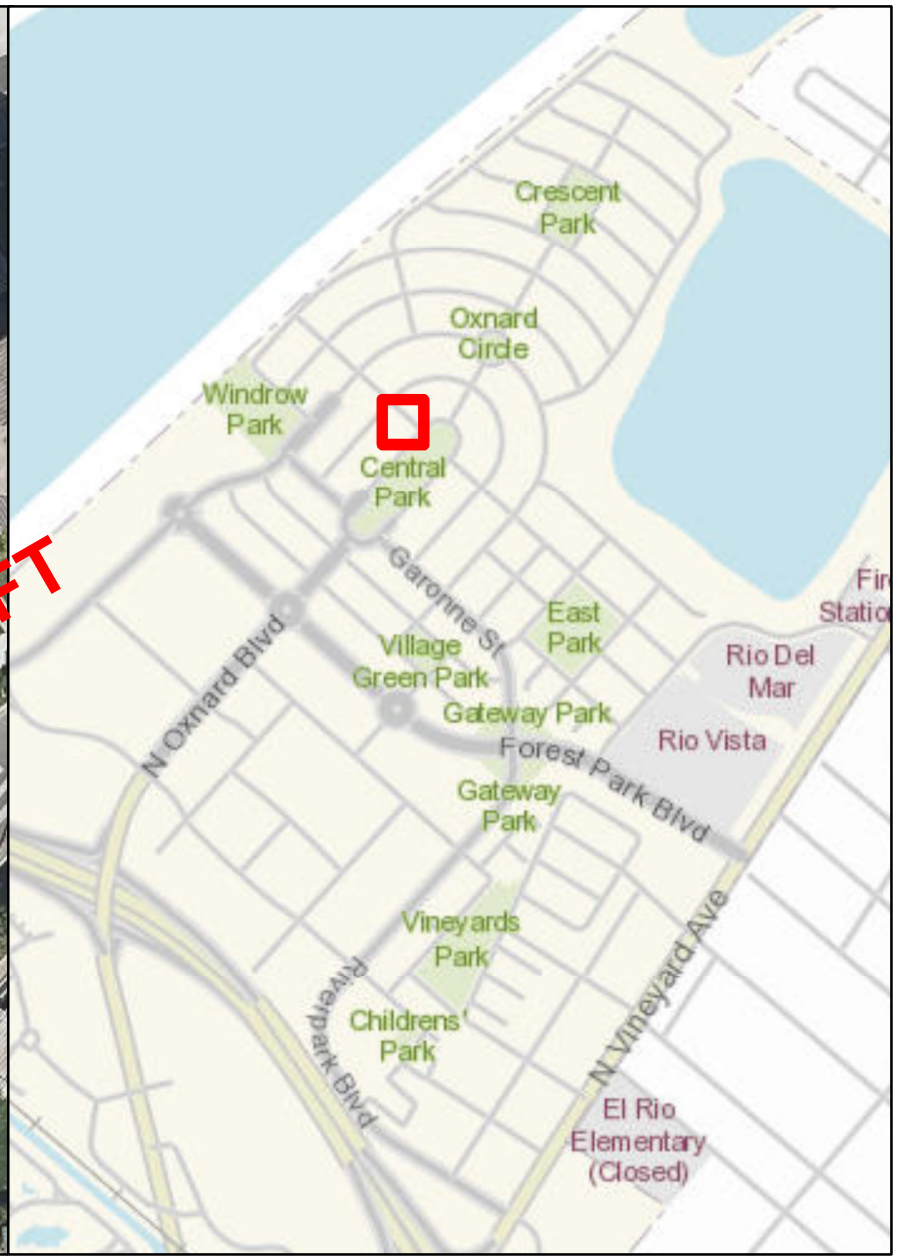


N W E S

# Filtration Unit No. 137






## STORMFILTER MH - 72"

Number of Cartridges is 7

**Legend**

Filtration Unit

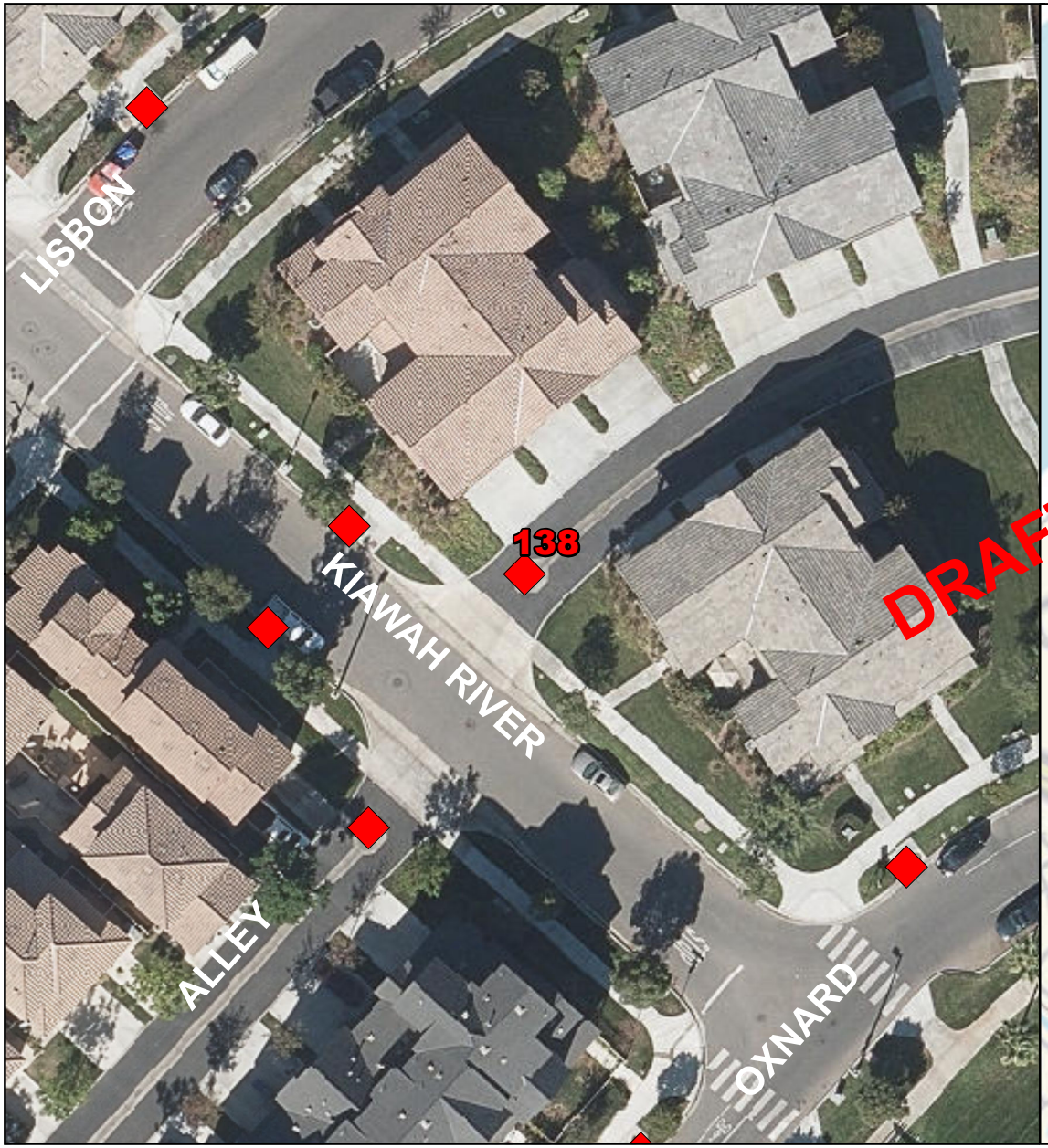
0 15 30 60 90 120 Feet

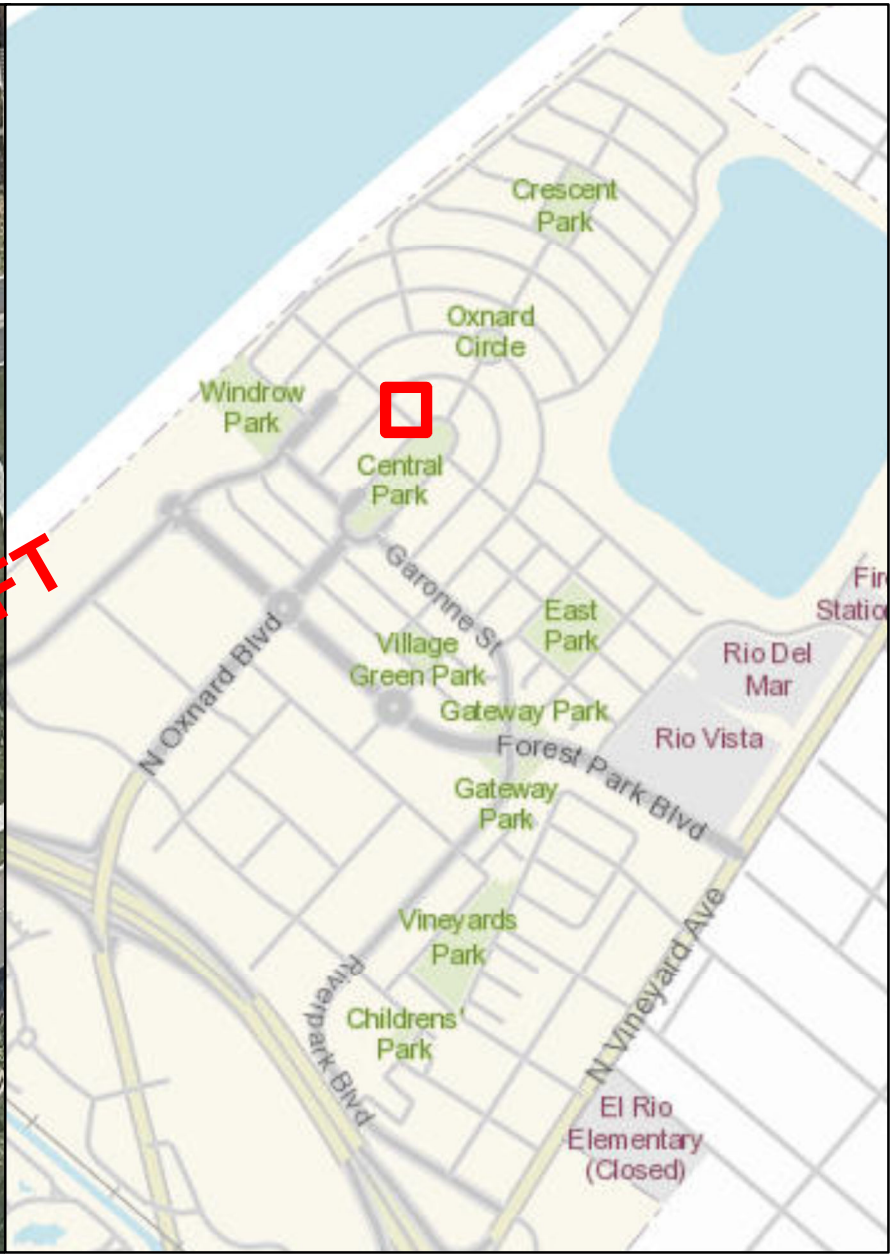


N W E S

# Filtration Unit No. 138






## STORMFILTER MH - 72"

Number of Cartridges is 6

**Legend**

Filtration Unit

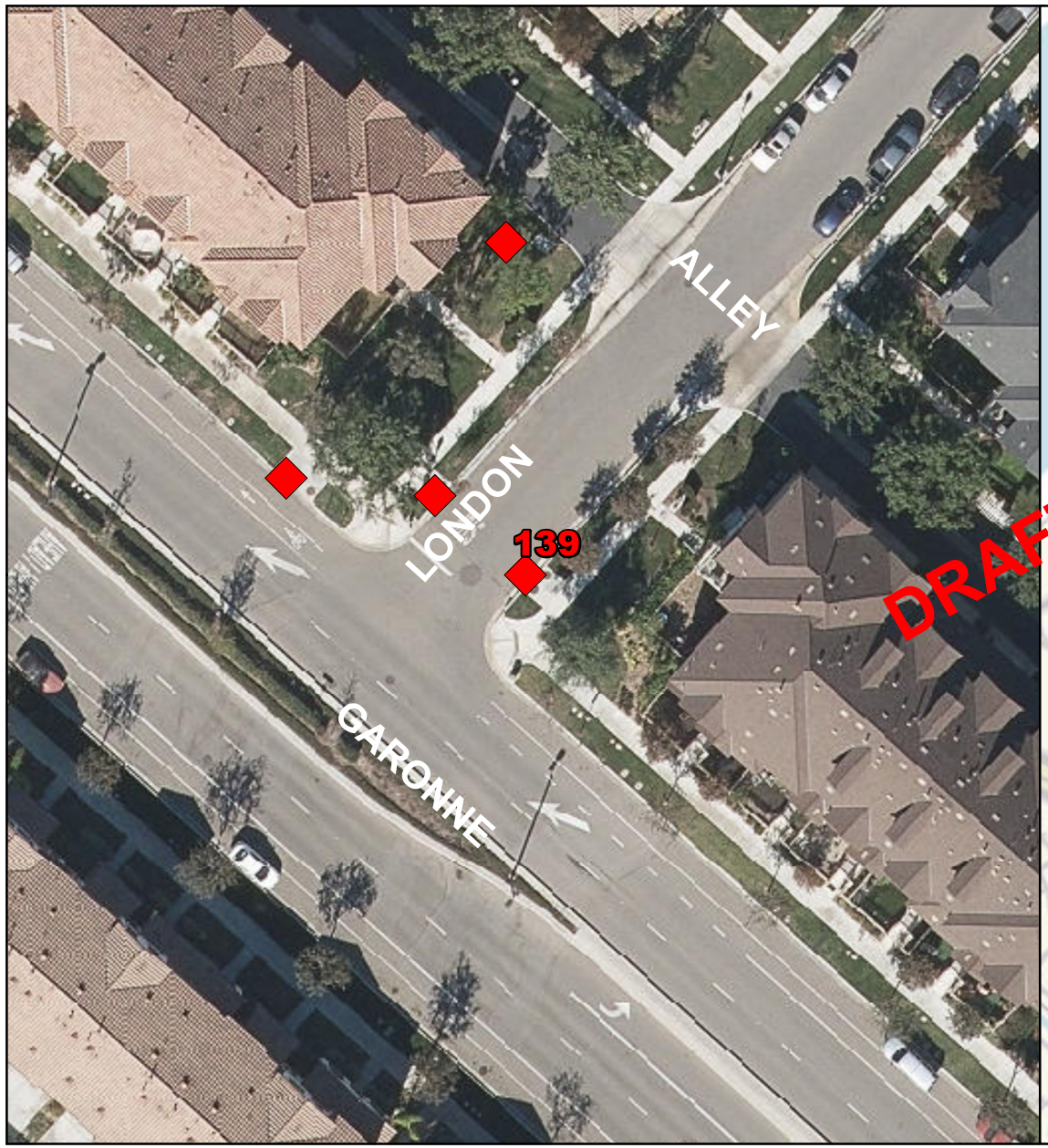
0 15 30 60 90 120 Feet

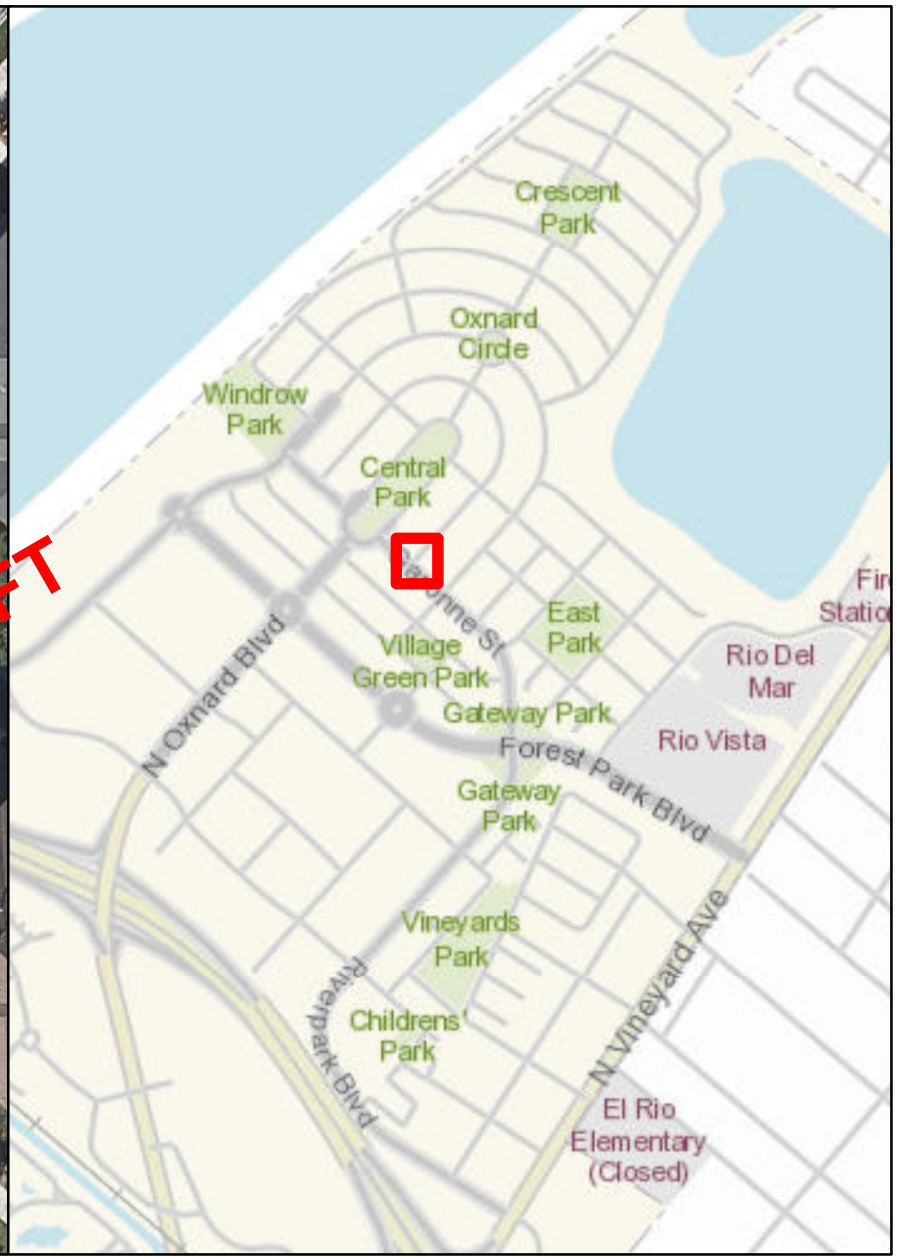


N W E S

# Filtration Unit No. 139






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 140









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

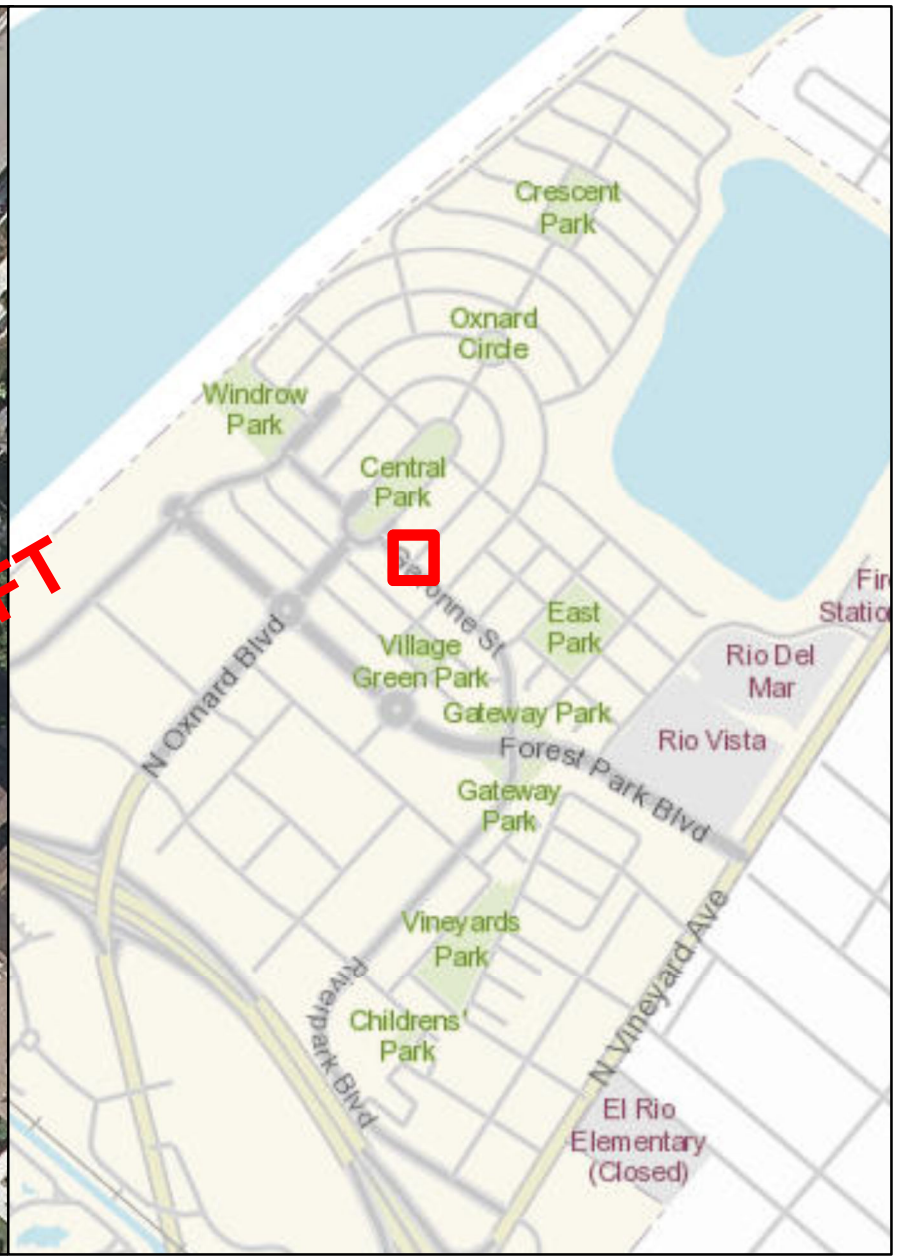


N W E S 345

# Filtration Unit No. 141






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 142









## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 10

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 143









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

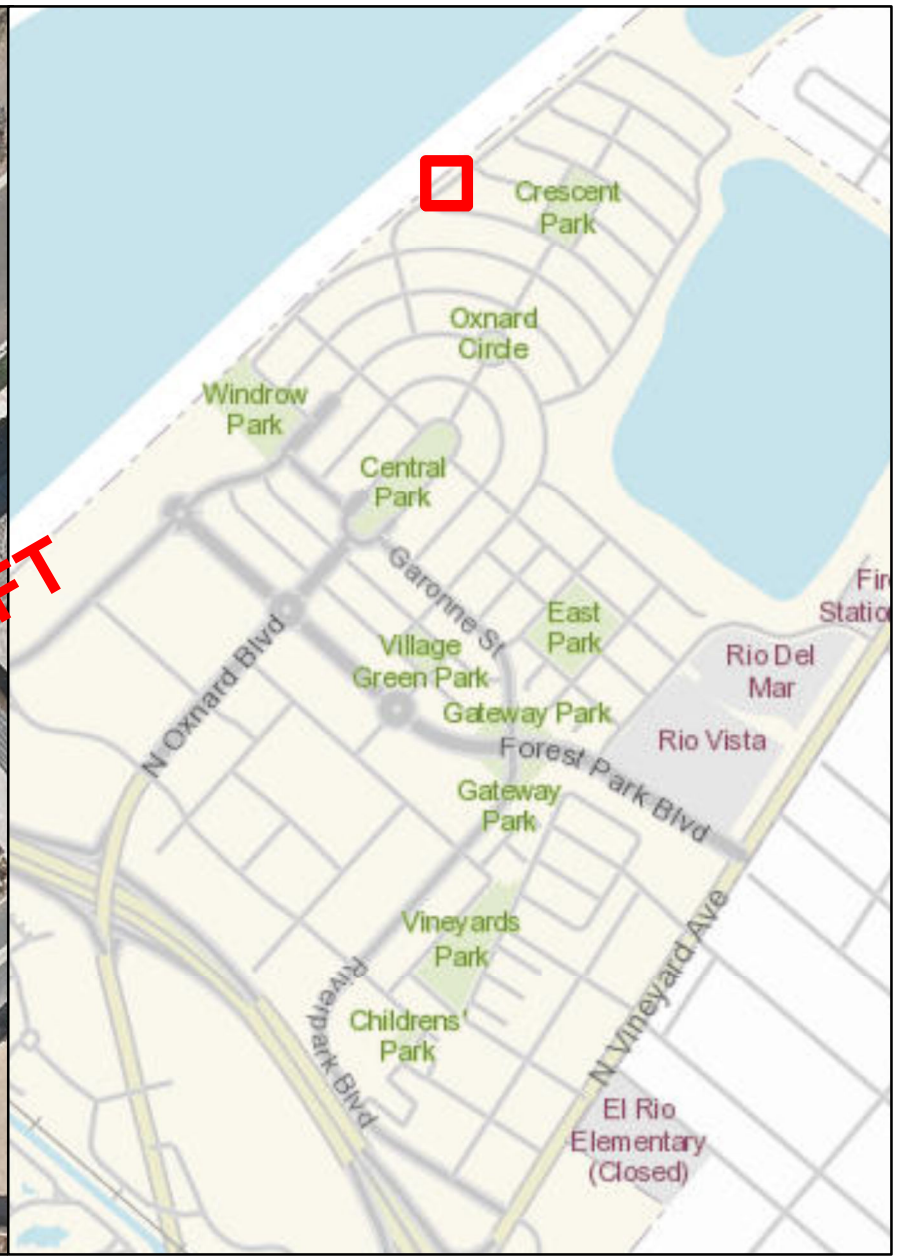


N W E S

# Filtration Unit No. 144






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

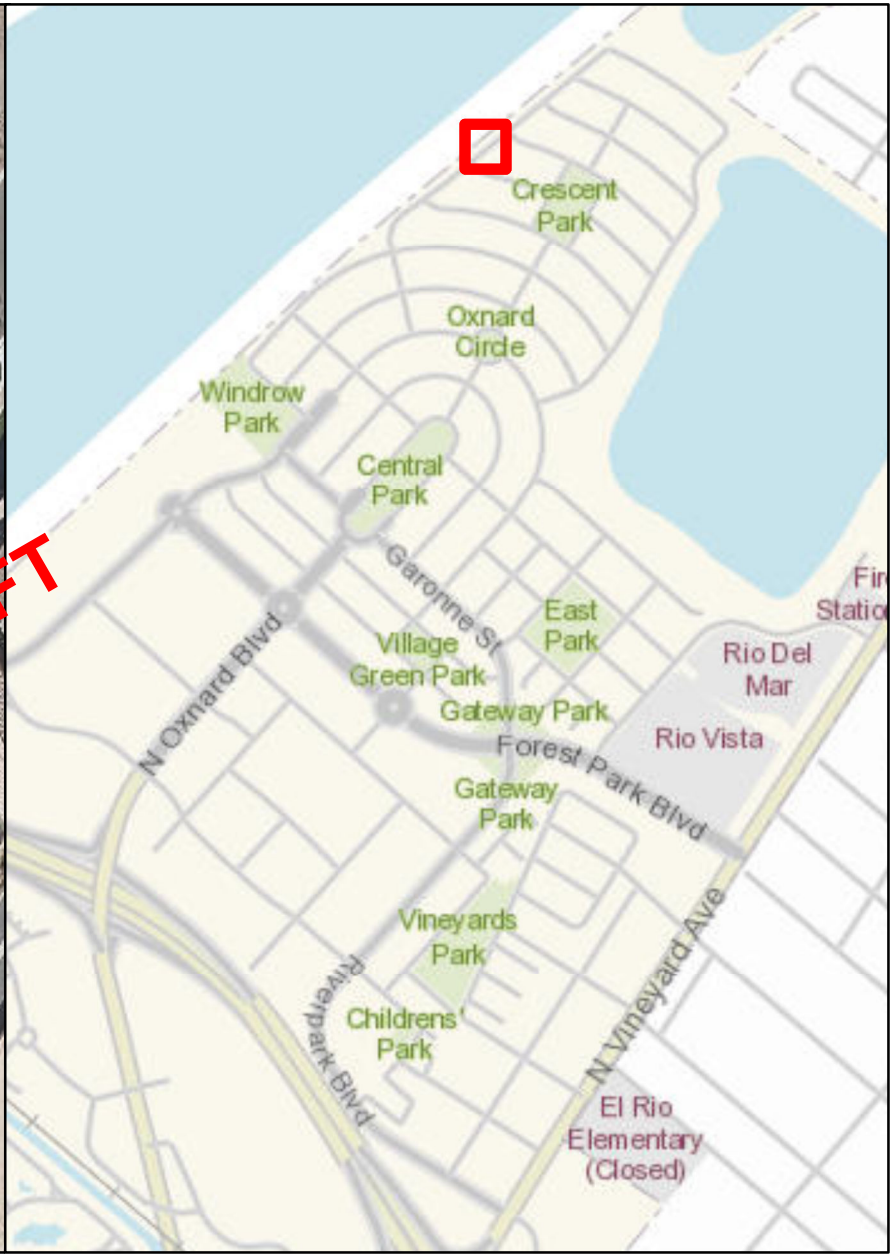


N W E S

# Filtration Unit No. 145






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



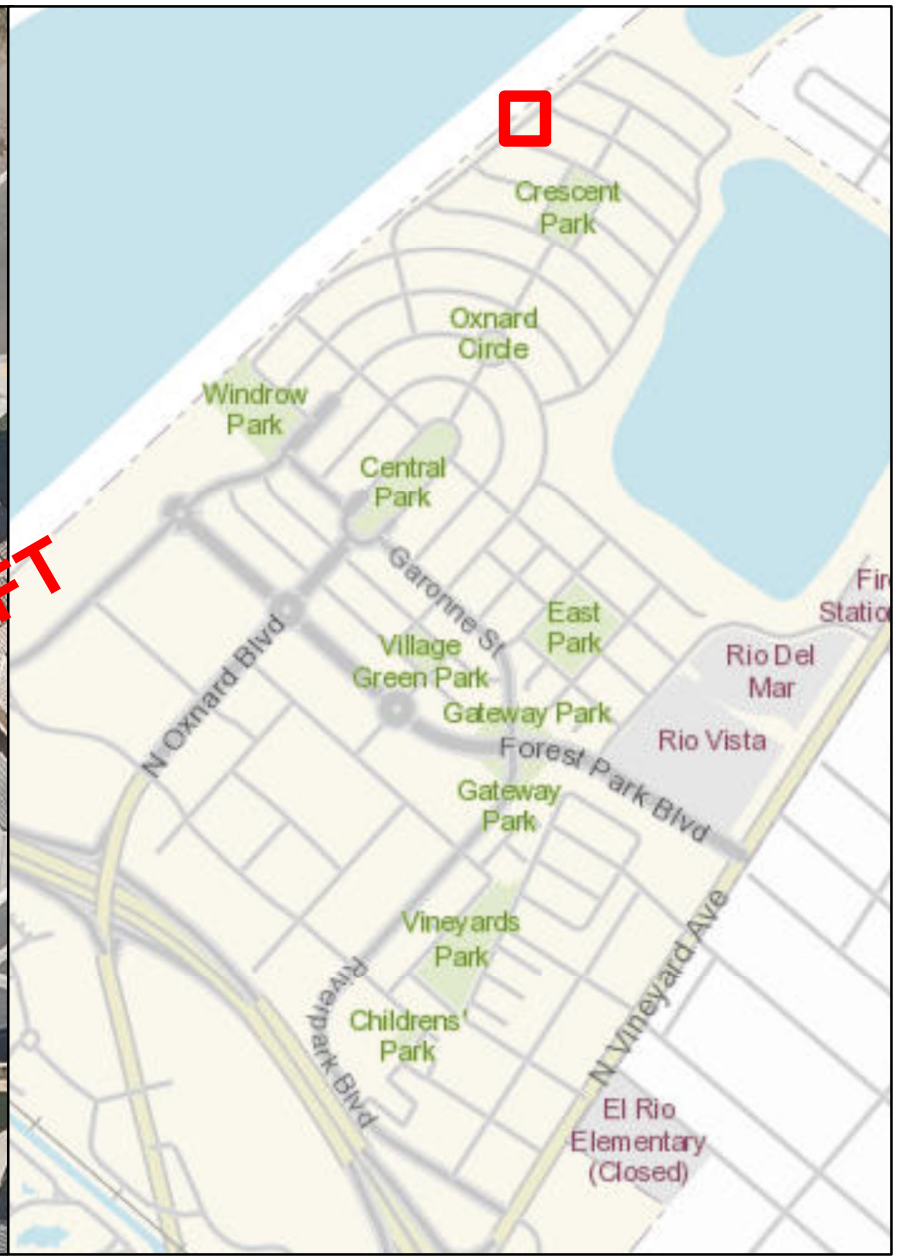
N W E S

350

# Filtration Unit No. 146






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

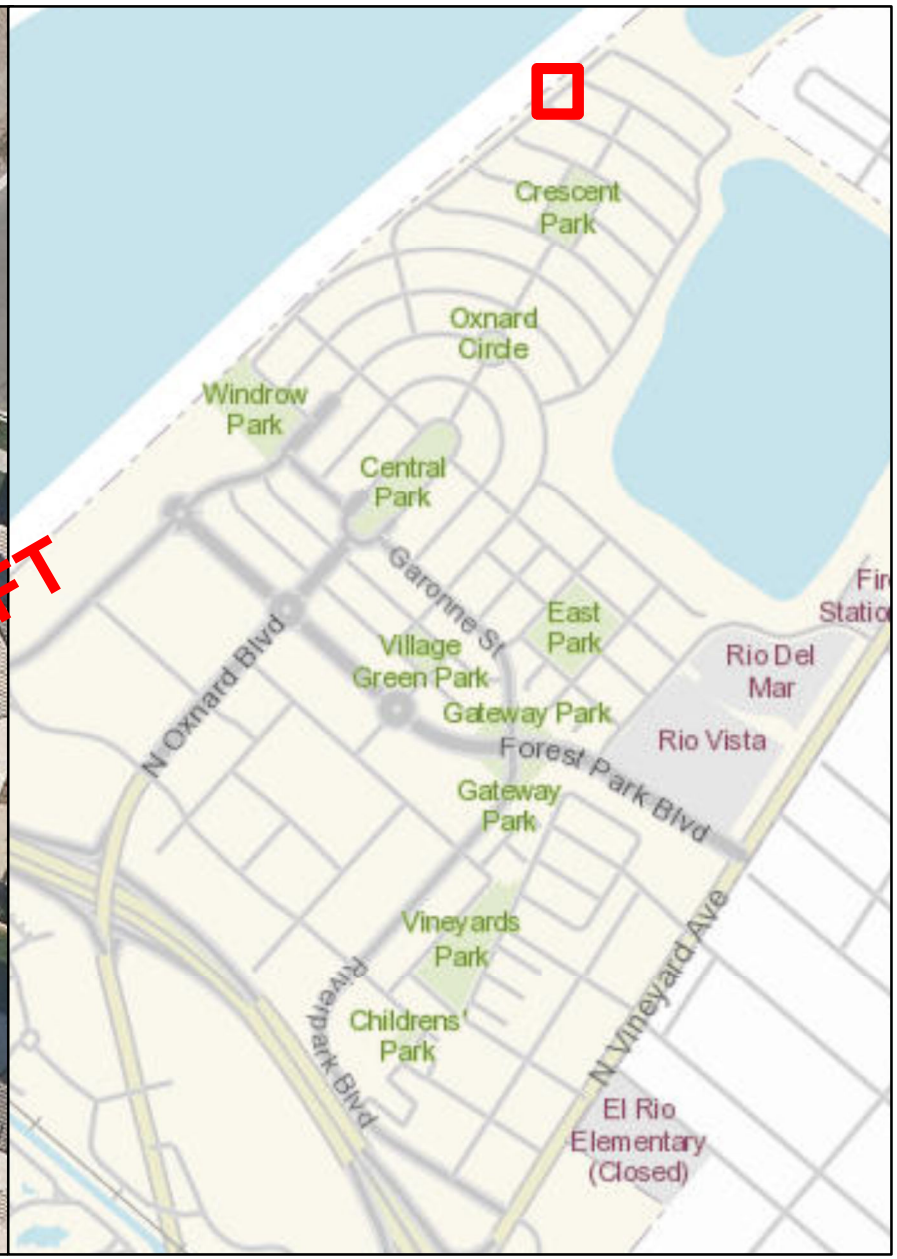


N W E S

# Filtration Unit No. 147






## STORMFILTER CATCHBASIN - 6'X15'

### Number of Cartridges is 15

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

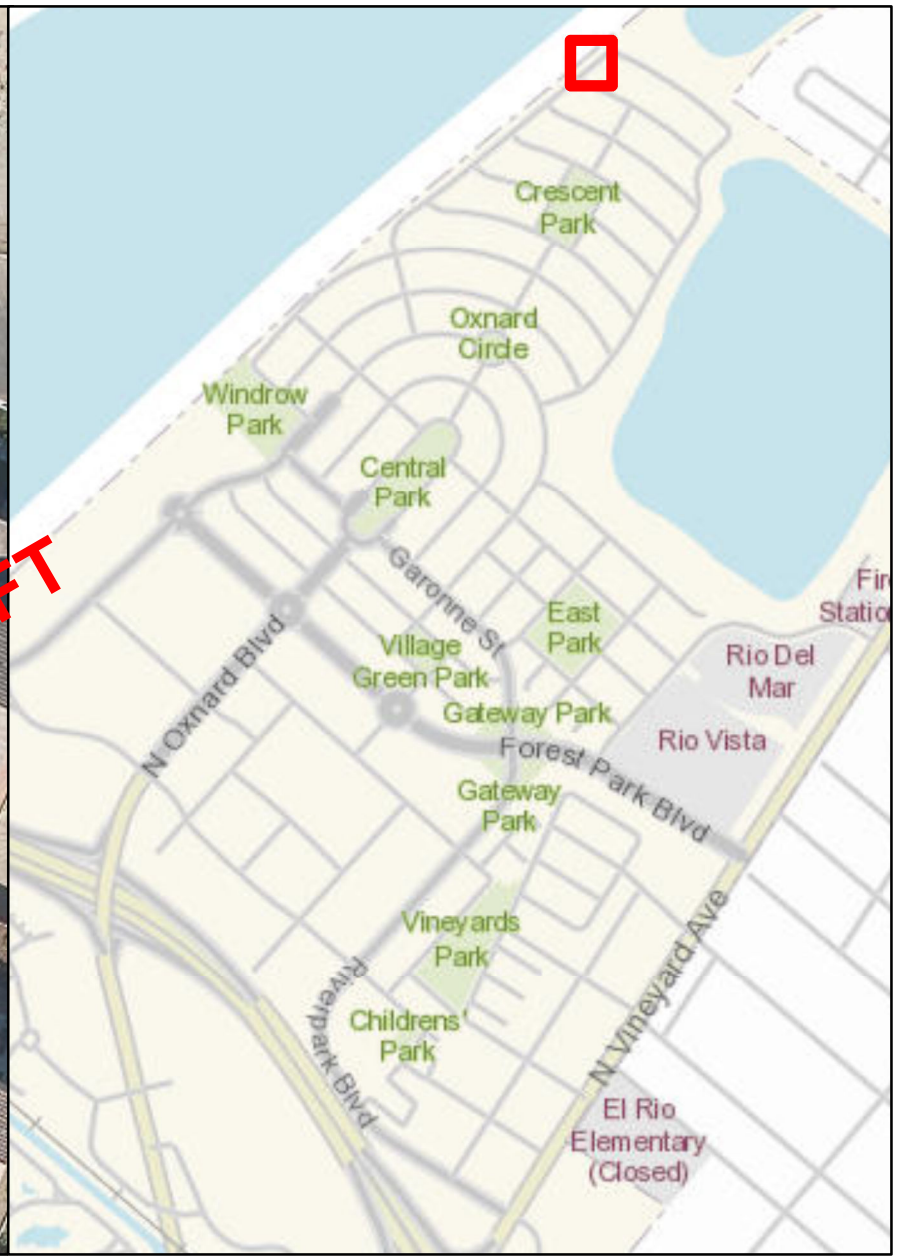


N W E S

# Filtration Unit No. 148






## STORMFILTER CATCHBASIN - 8'X16'

### Number of Cartridges is 20

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 149









## STORMFILTER CATCHBASIN - 8'X16'

### Number of Cartridges is 24

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 150









## STORMFILTER CATCHBASIN - 6'X15'

### Number of Cartridges is 16

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 151









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

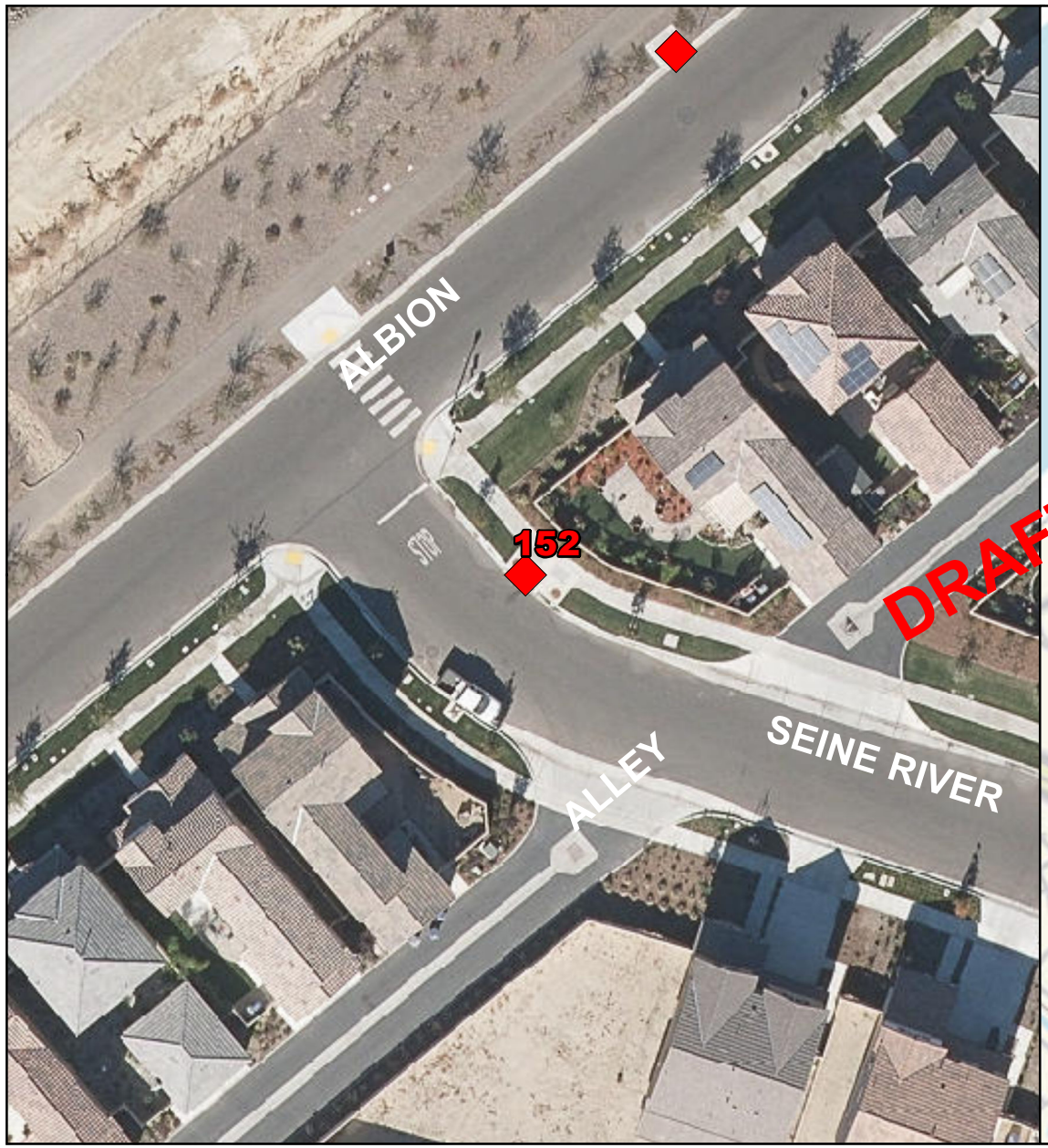
0 15 30 60 90 120 Feet

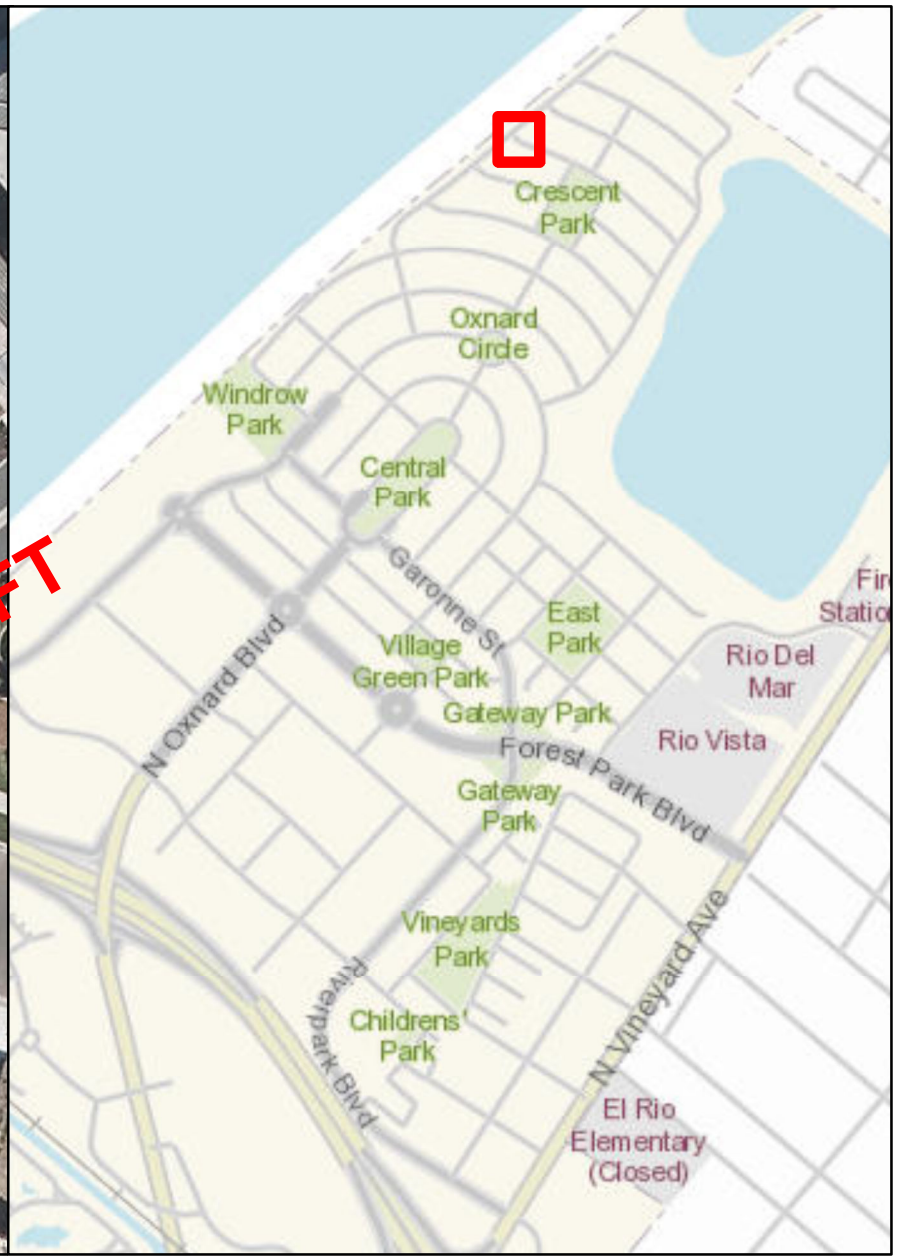


N W E S

# Filtration Unit No. 152






## STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 23

**Legend**

Filtration Unit

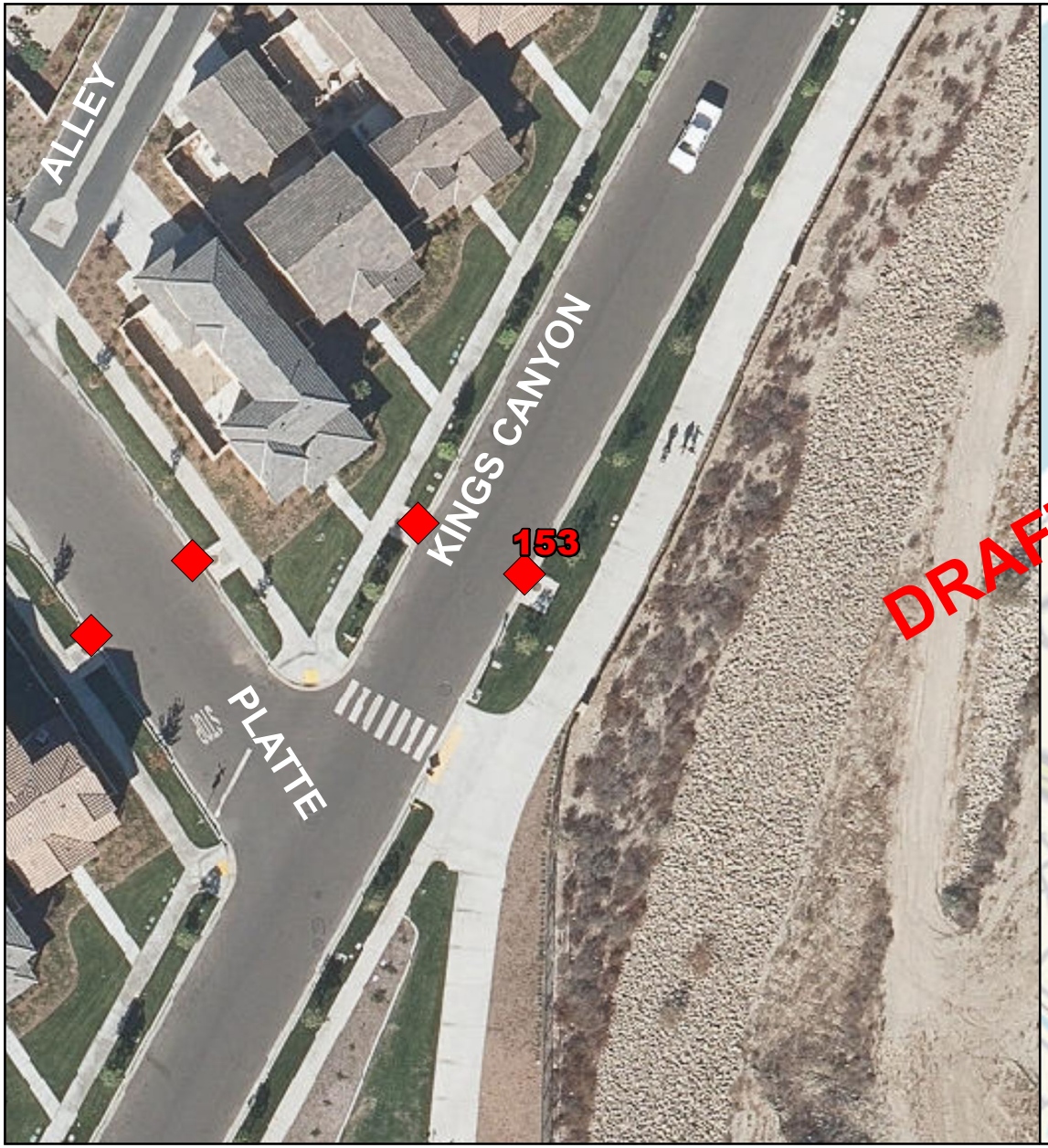
0 15 30 60 90 120 Feet

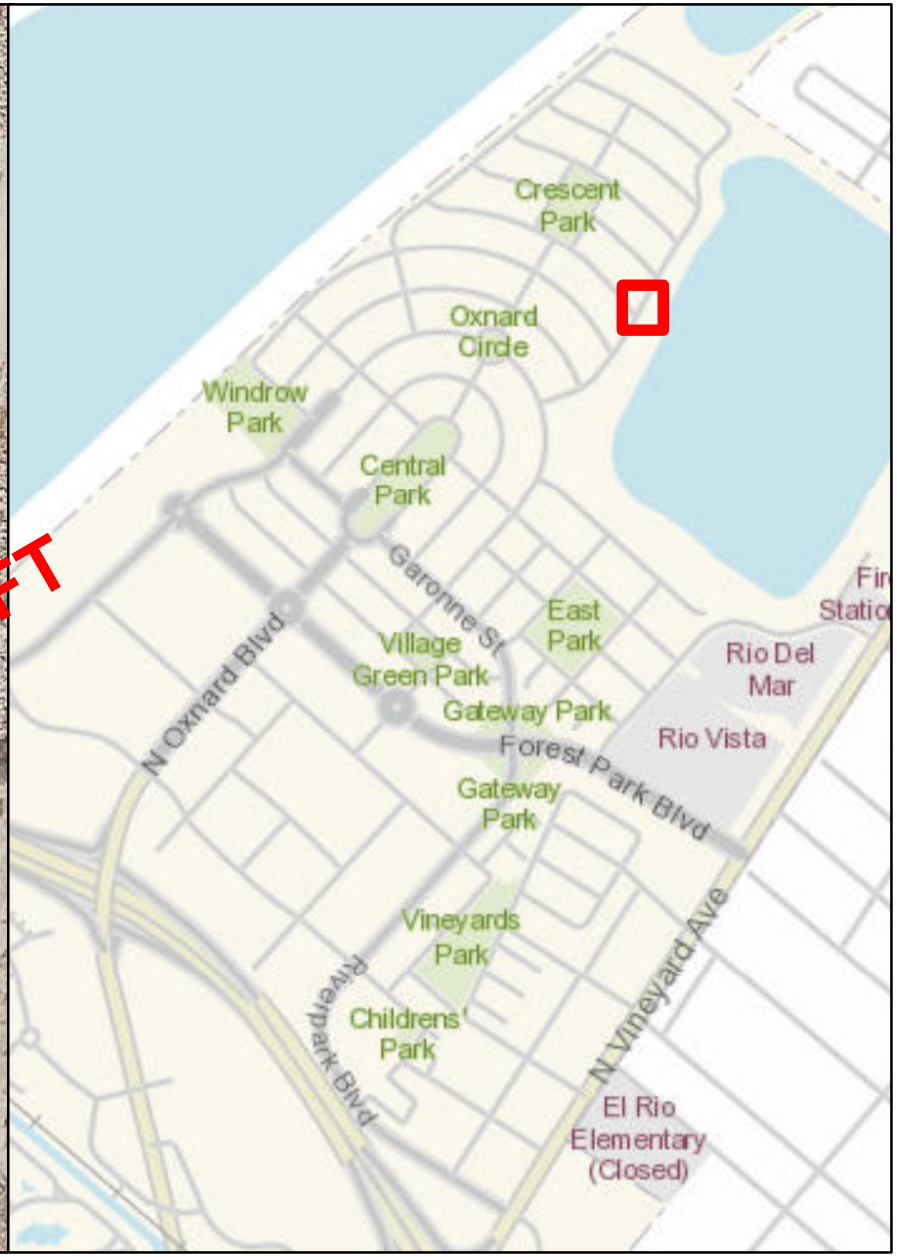


N W E S

# Filtration Unit No. 153






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

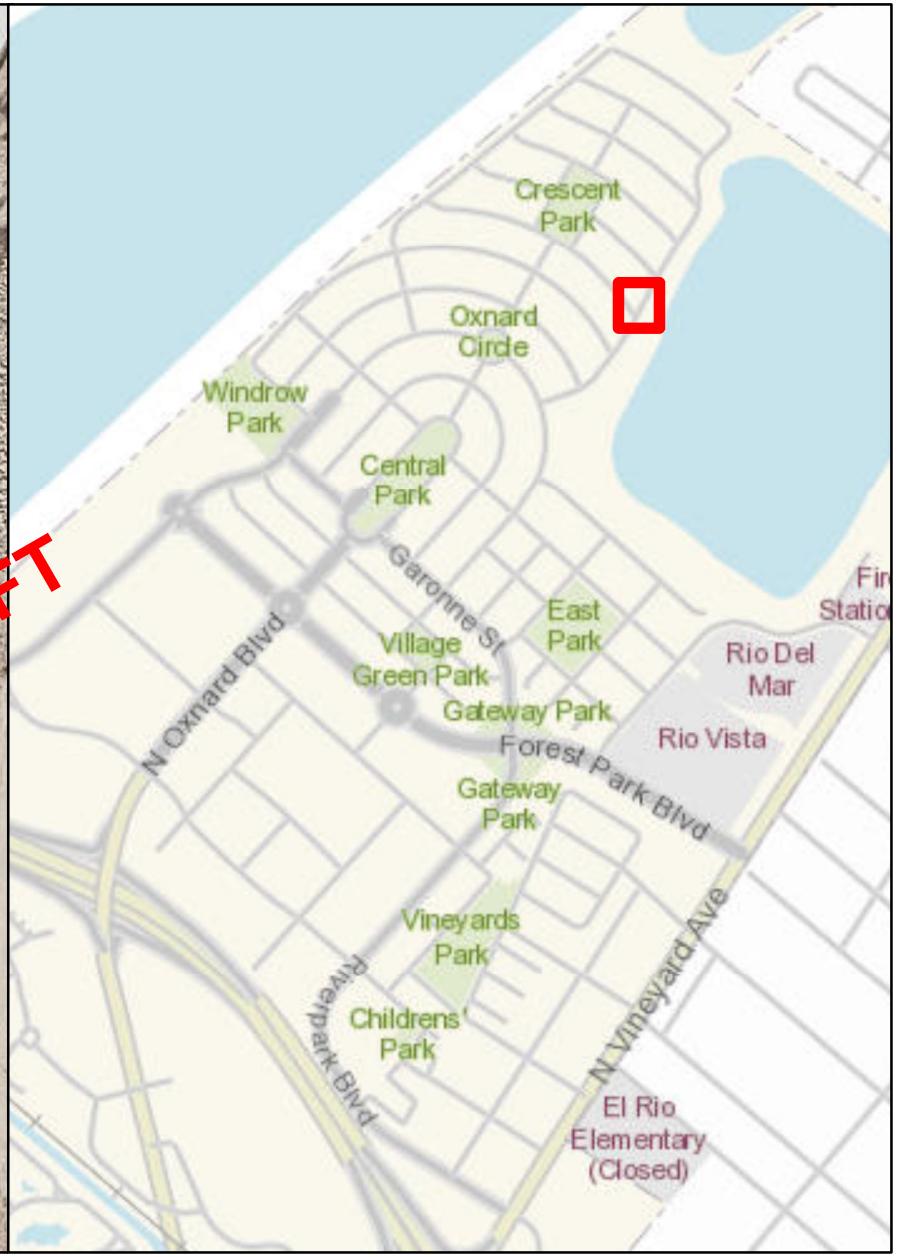


N W E S

# Filtration Unit No. 154






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is Unk

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

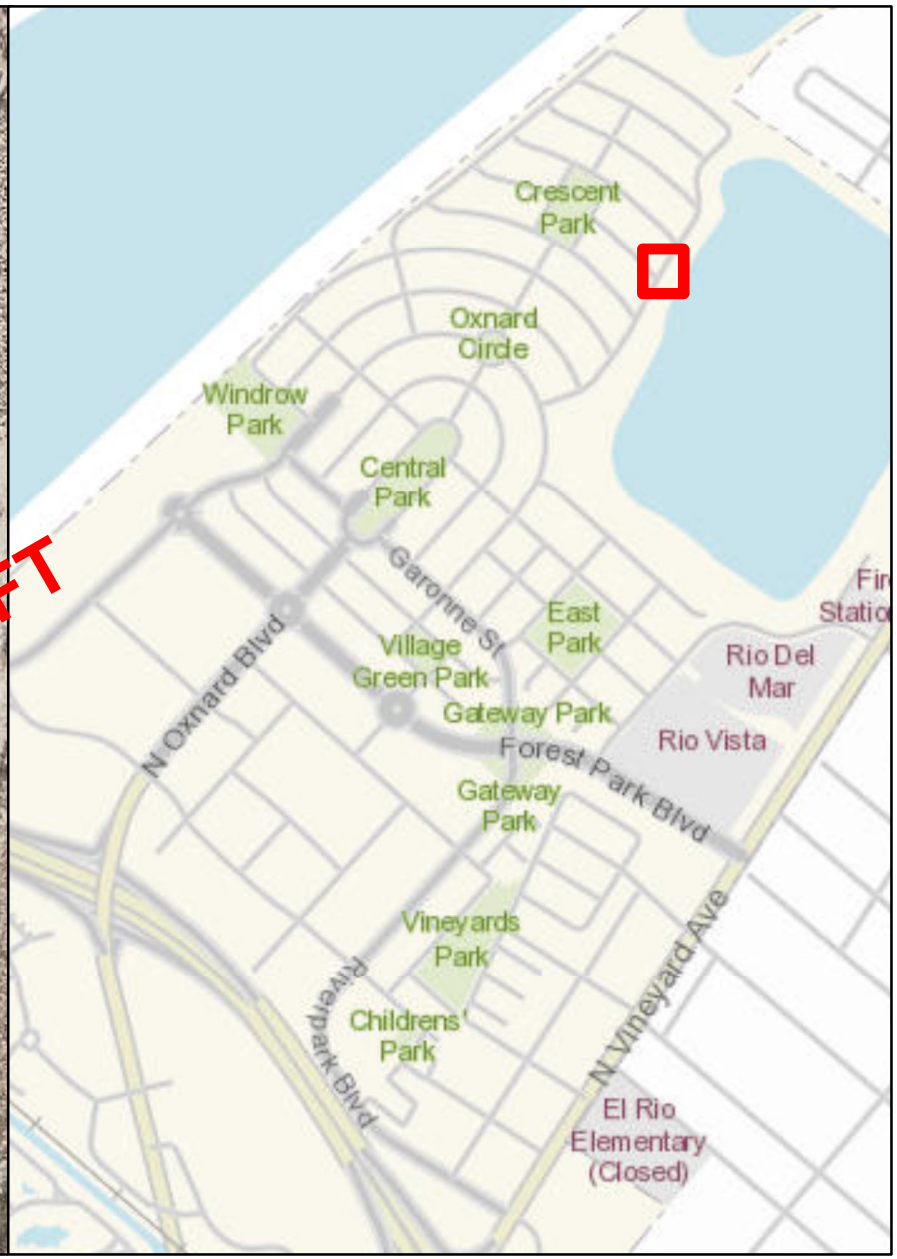


N W E S

# Filtration Unit No. 155






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

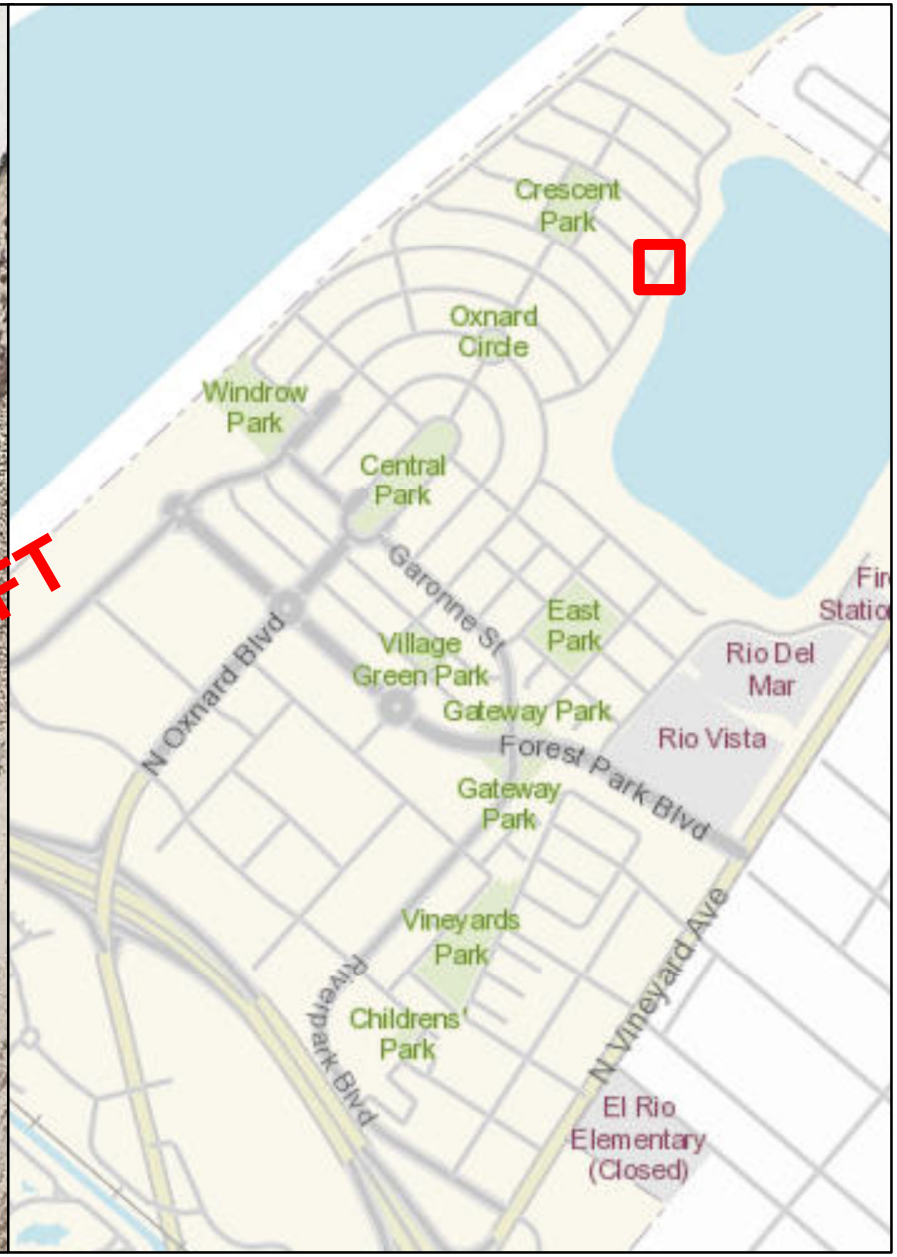


N W E S 360

# Filtration Unit No. 156






## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is Unk

**Legend**

Filtration Unit

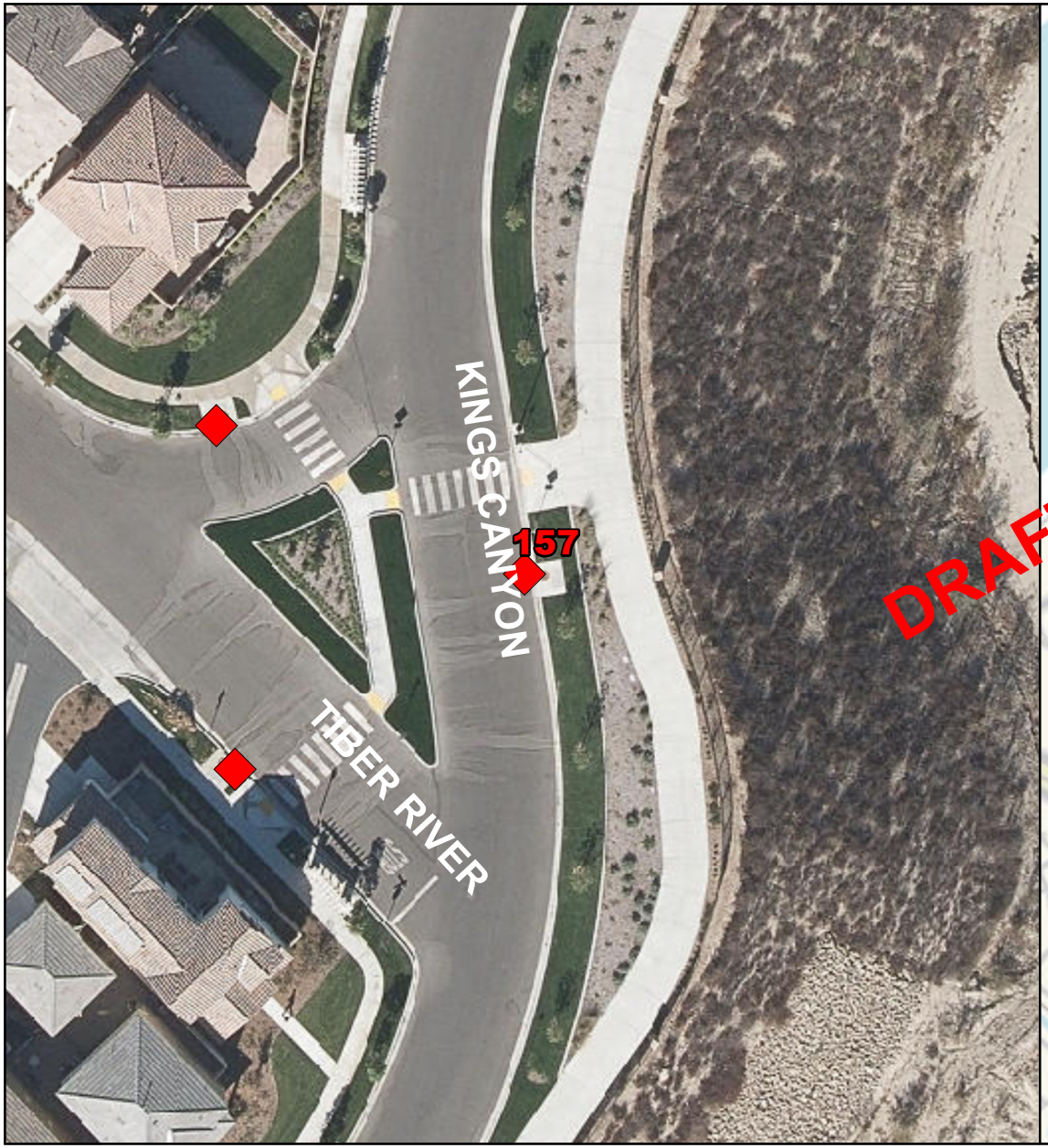
0 15 30 60 90 120 Feet

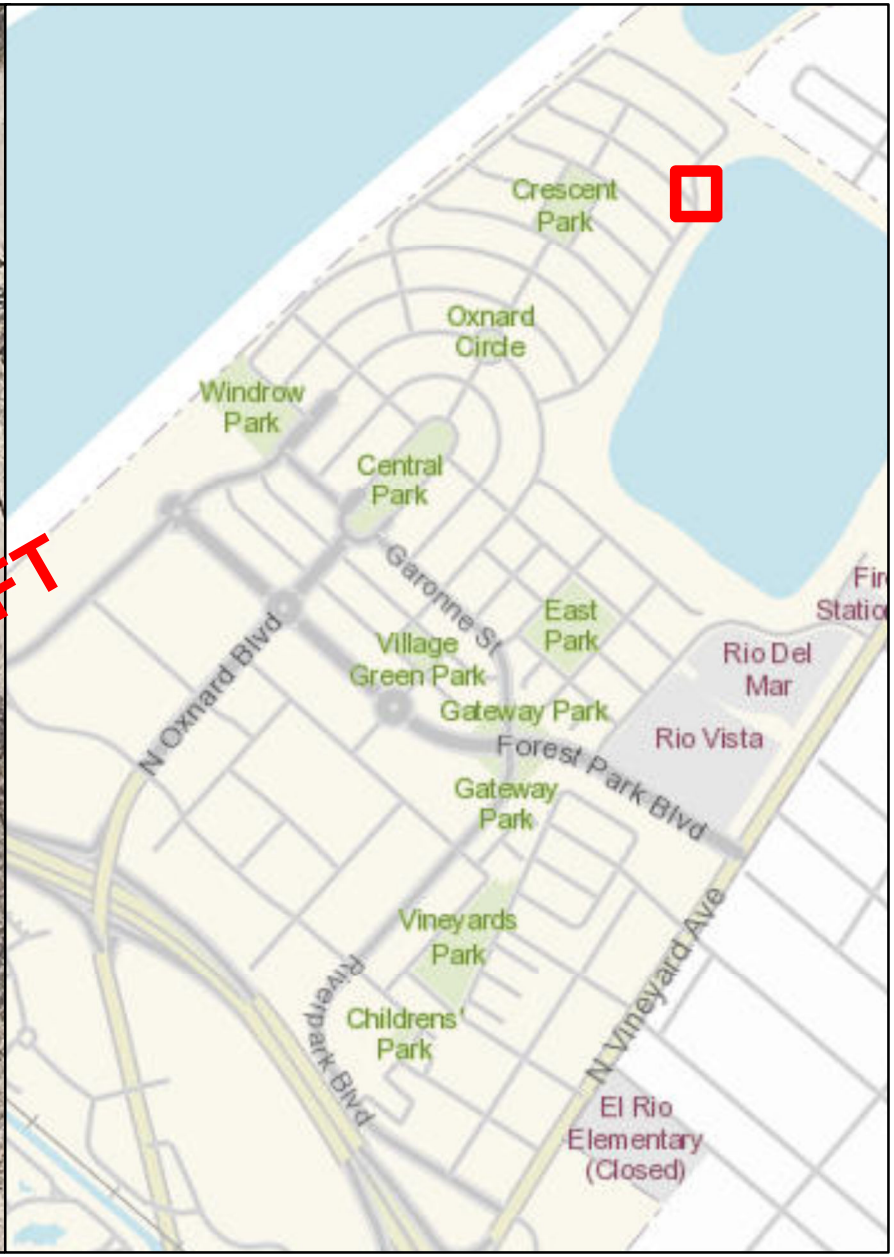


N W E S

# Filtration Unit No. 157






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

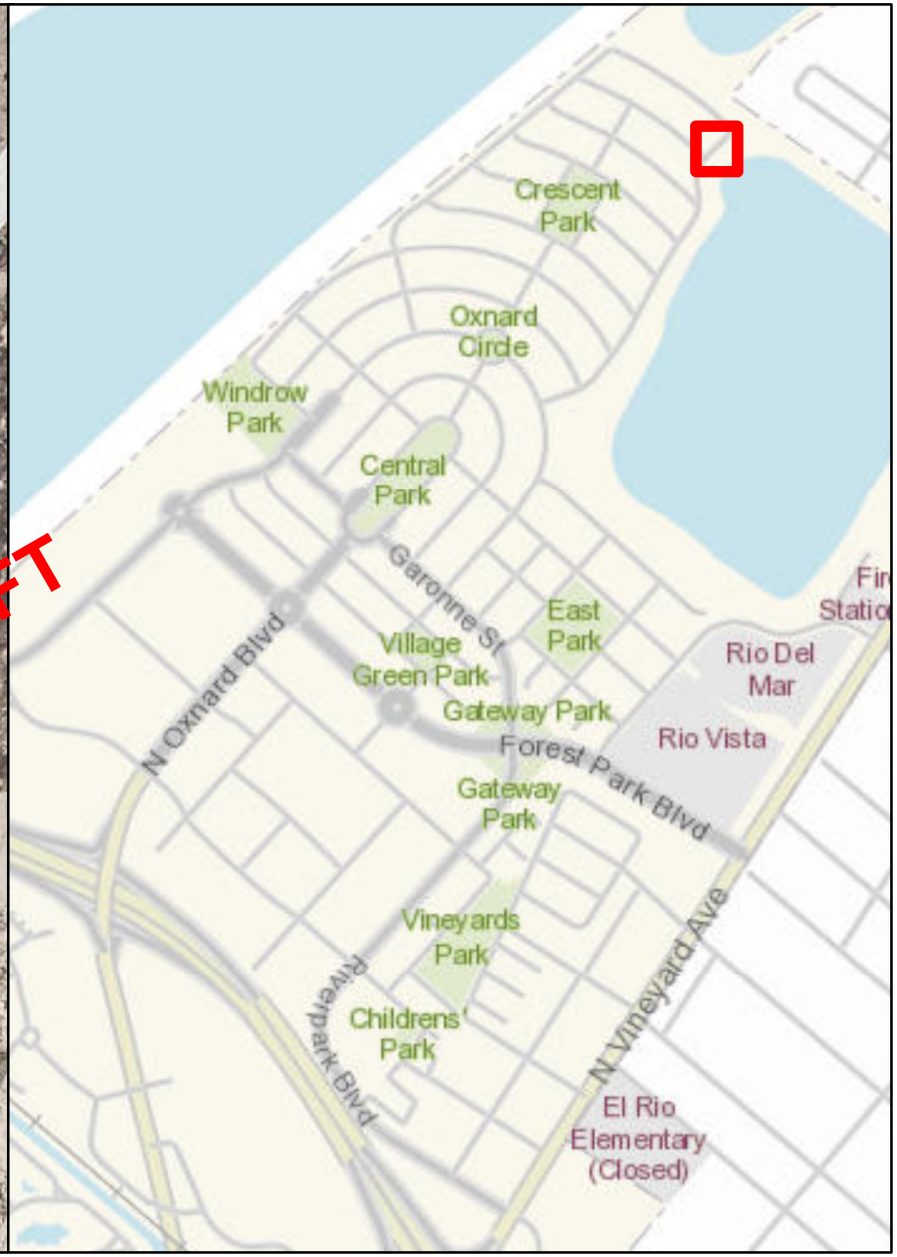


N W E S

# Filtration Unit No. 158






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

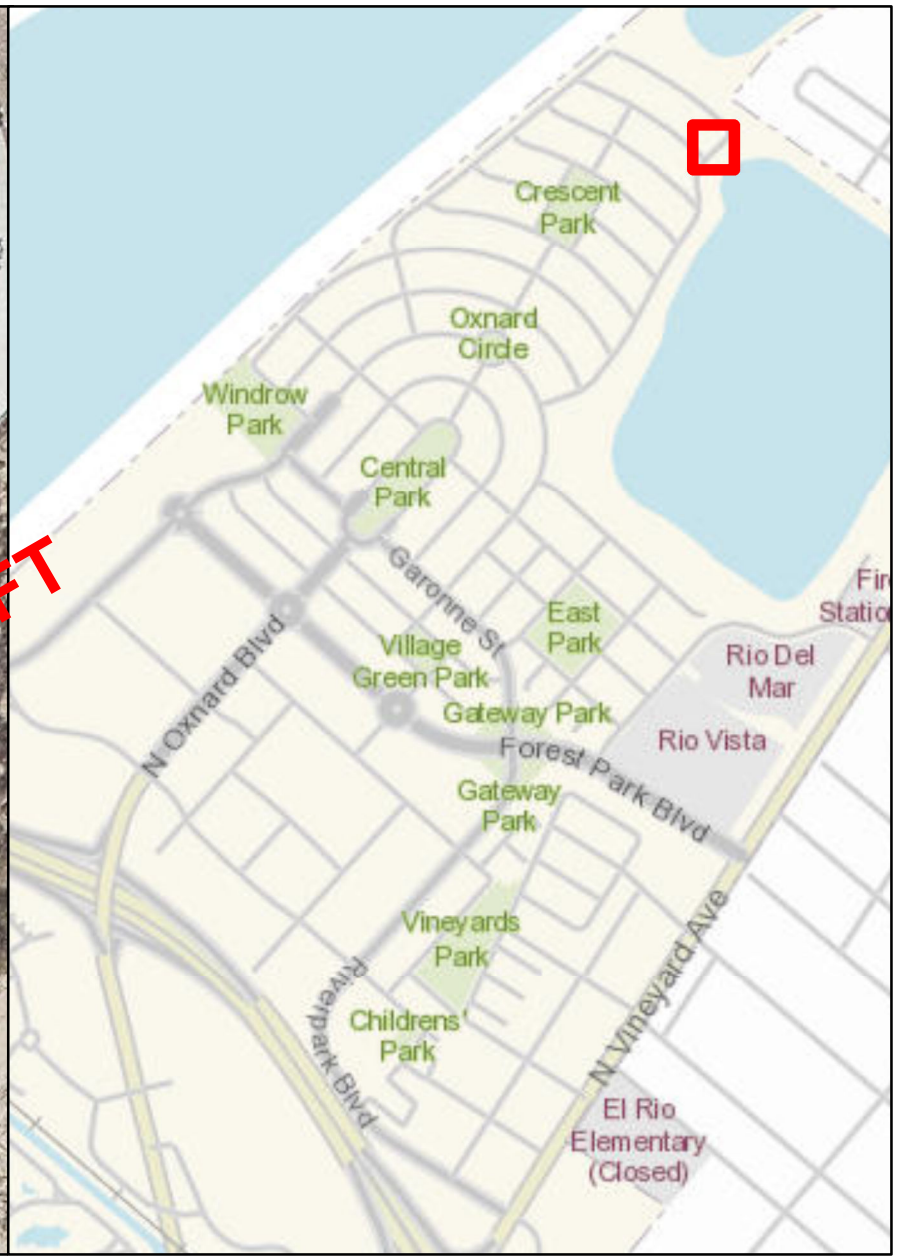


N W E S

# Filtration Unit No. 159






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is Unk

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 160









## STORMFILTER CATCHBASIN - 8'X16'

### Number of Cartridges is 17

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

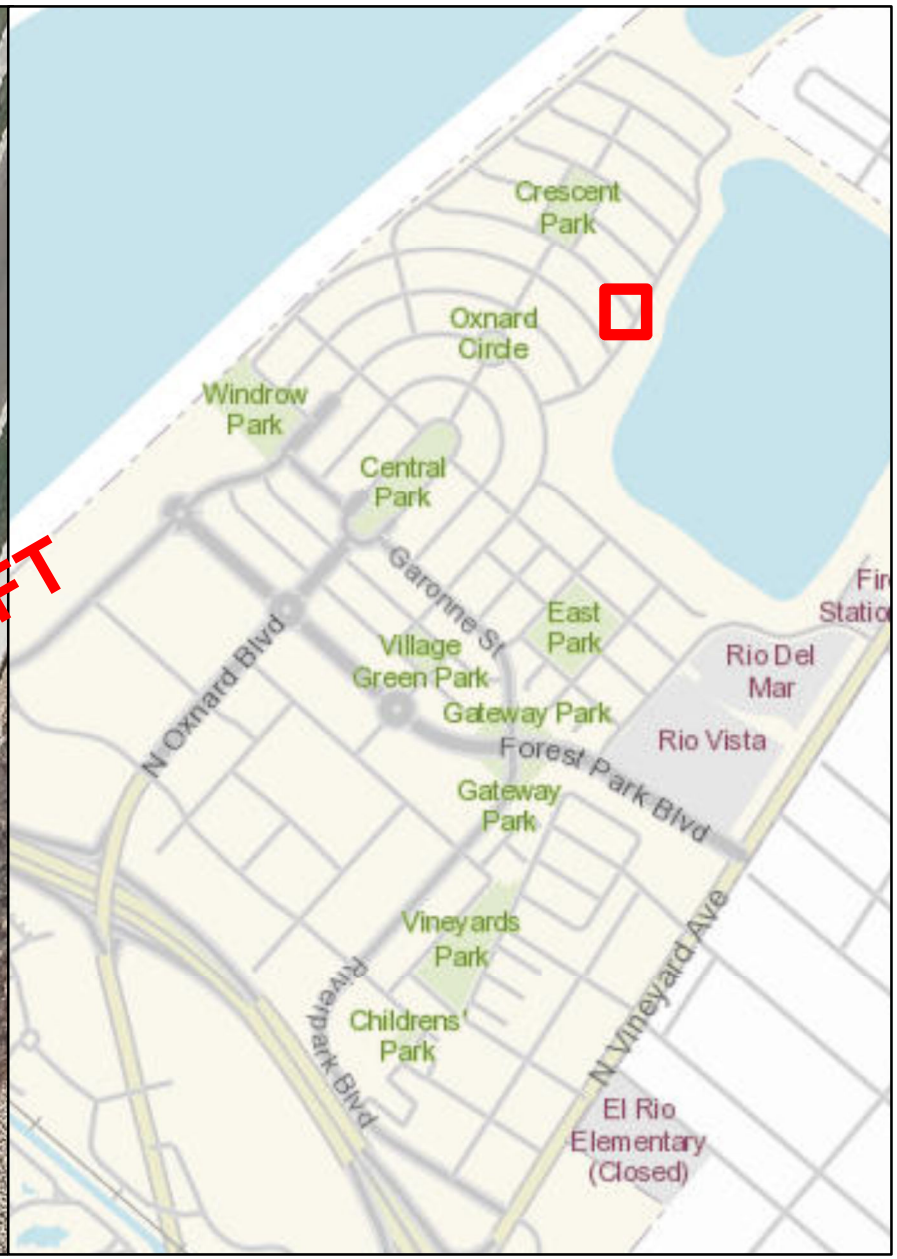


N W E S

# Filtration Unit No. 161






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

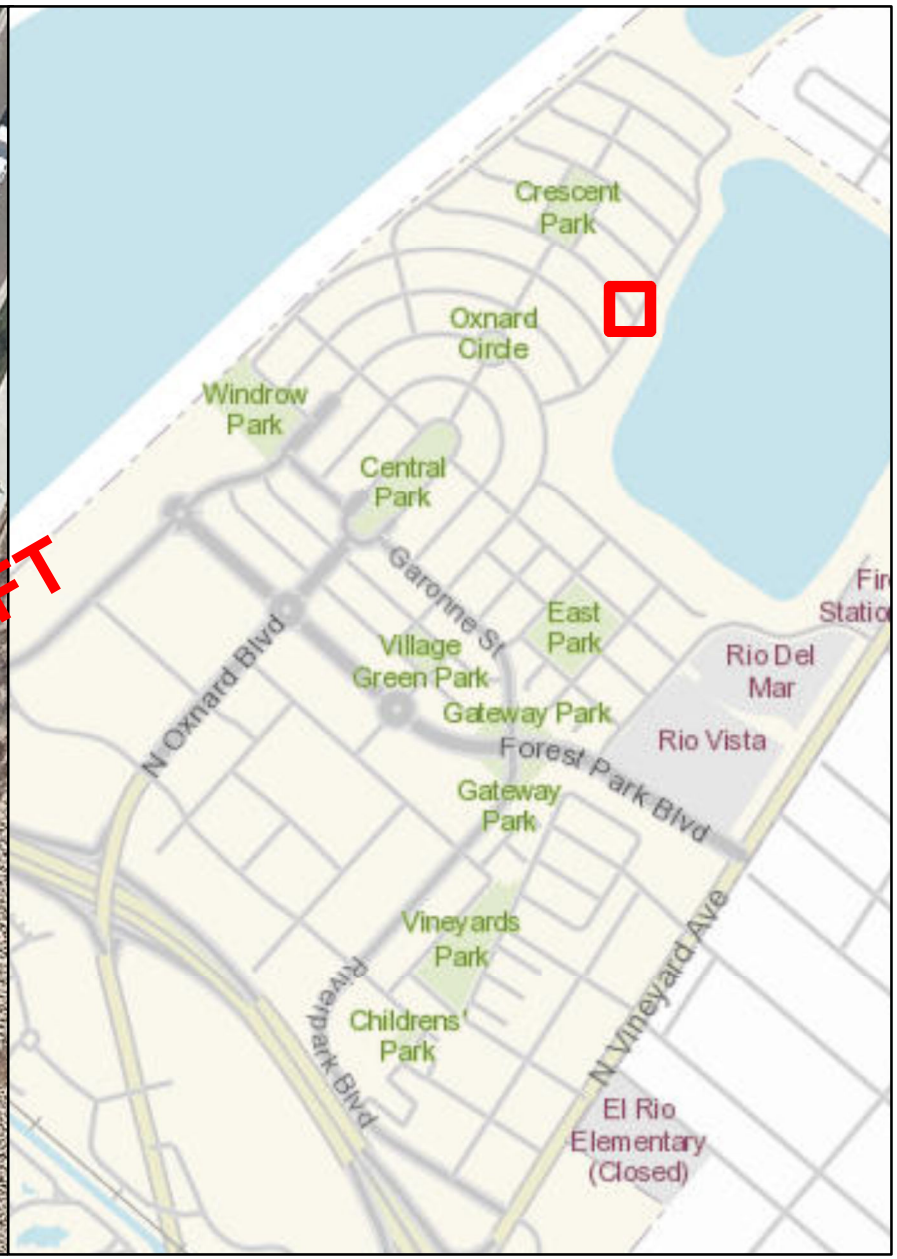


N W E S

# Filtration Unit No. 162






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

**Legend**

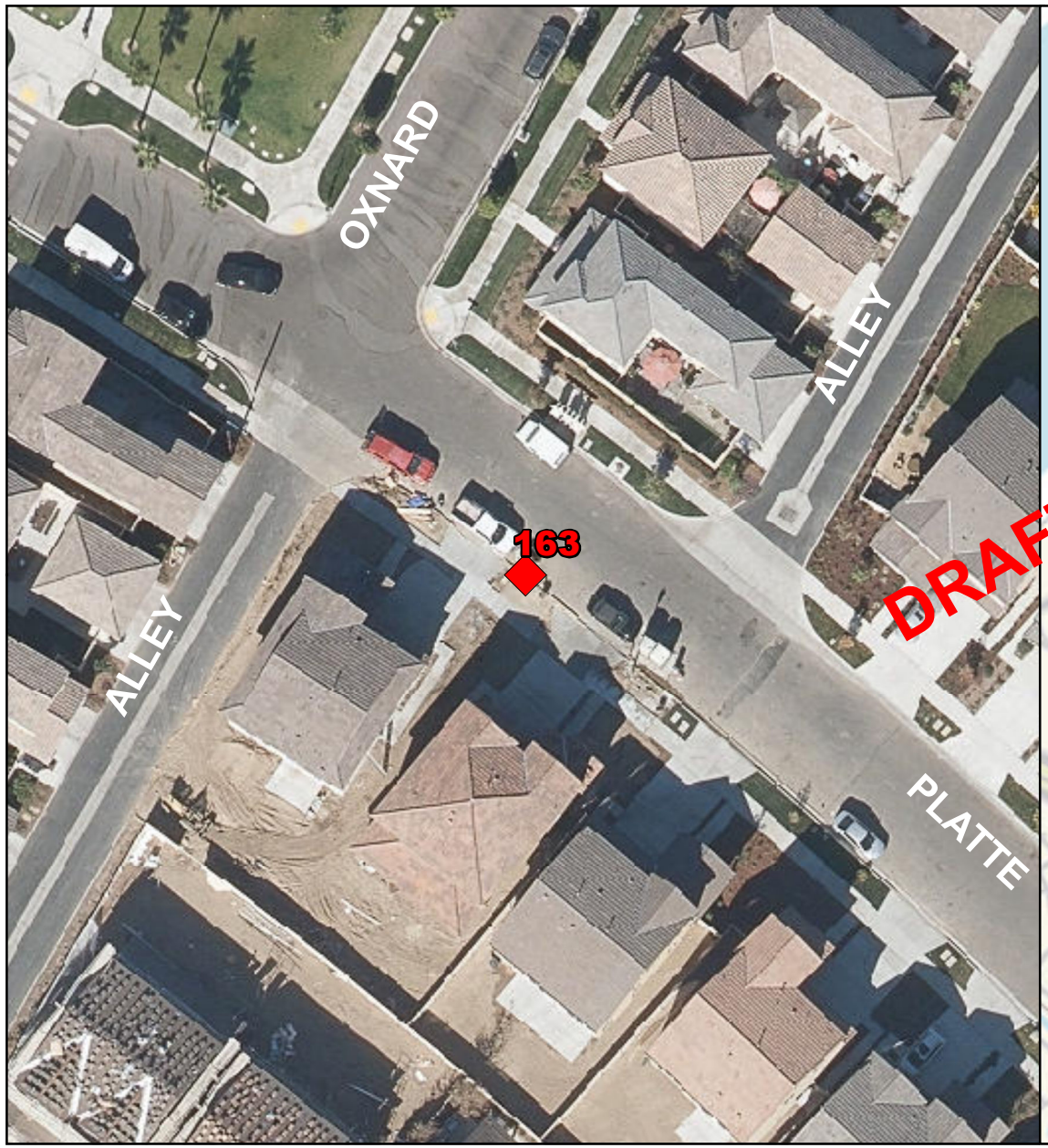
Filtration Unit

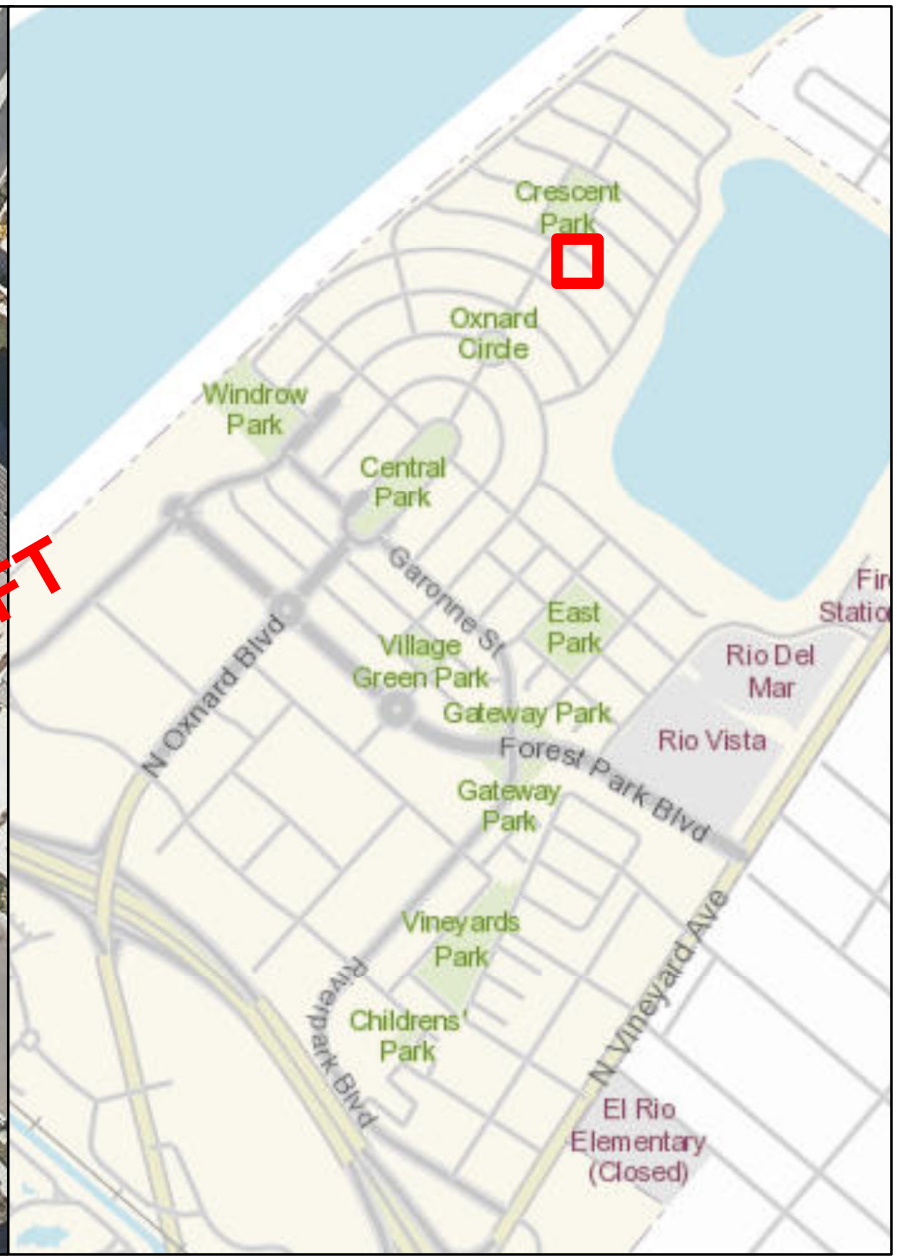
0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 163






## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 11

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

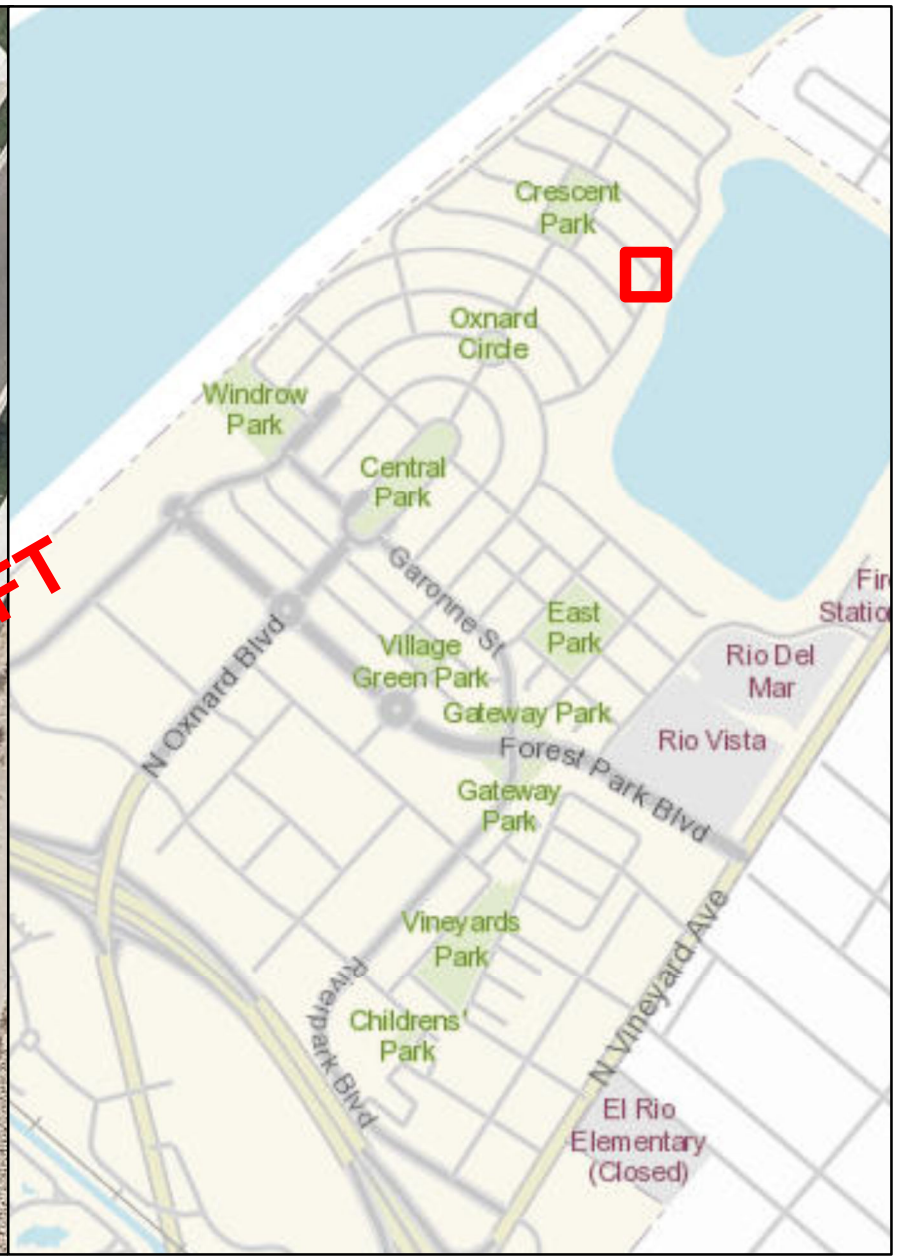


N W E S

# Filtration Unit No. 164






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

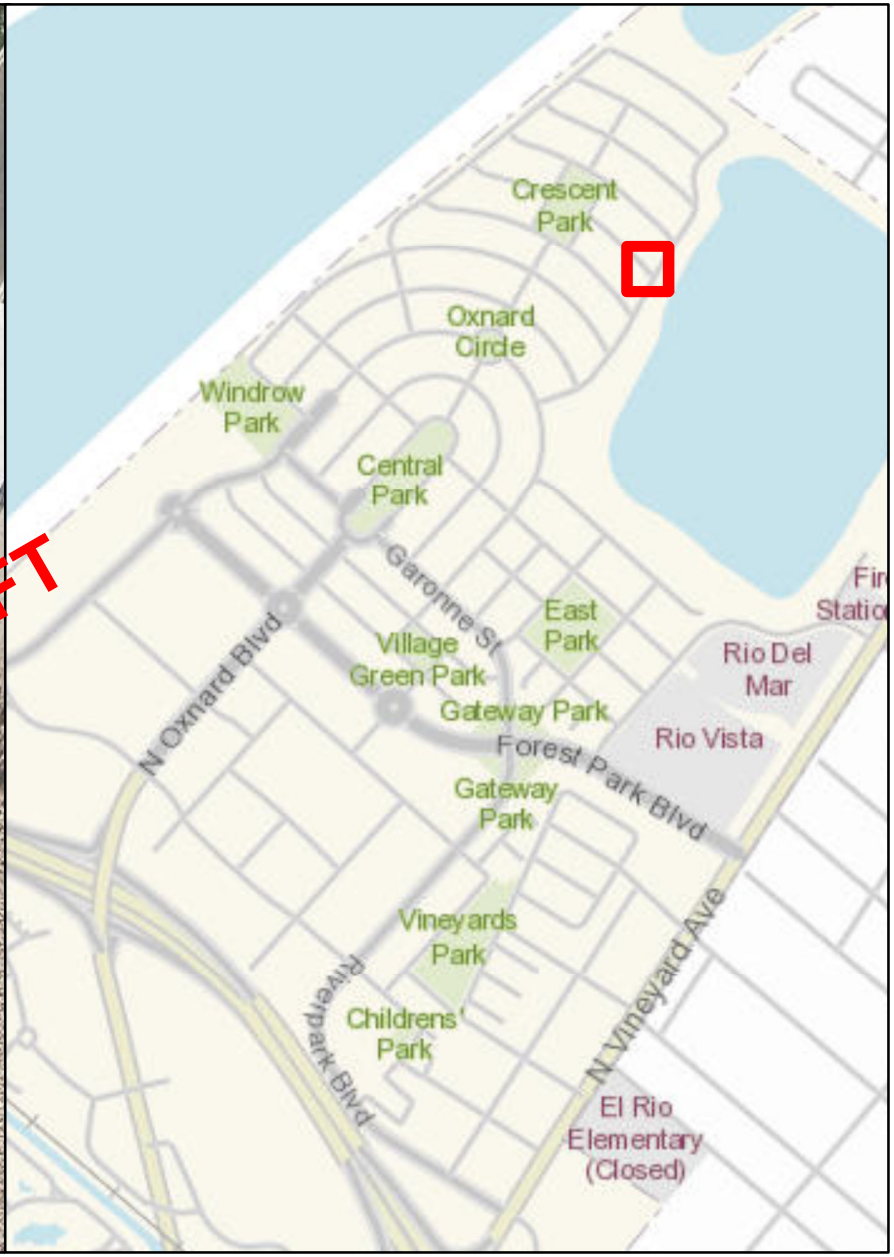


N W E S 369

# Filtration Unit No. 165






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

**Legend**

Filtration Unit

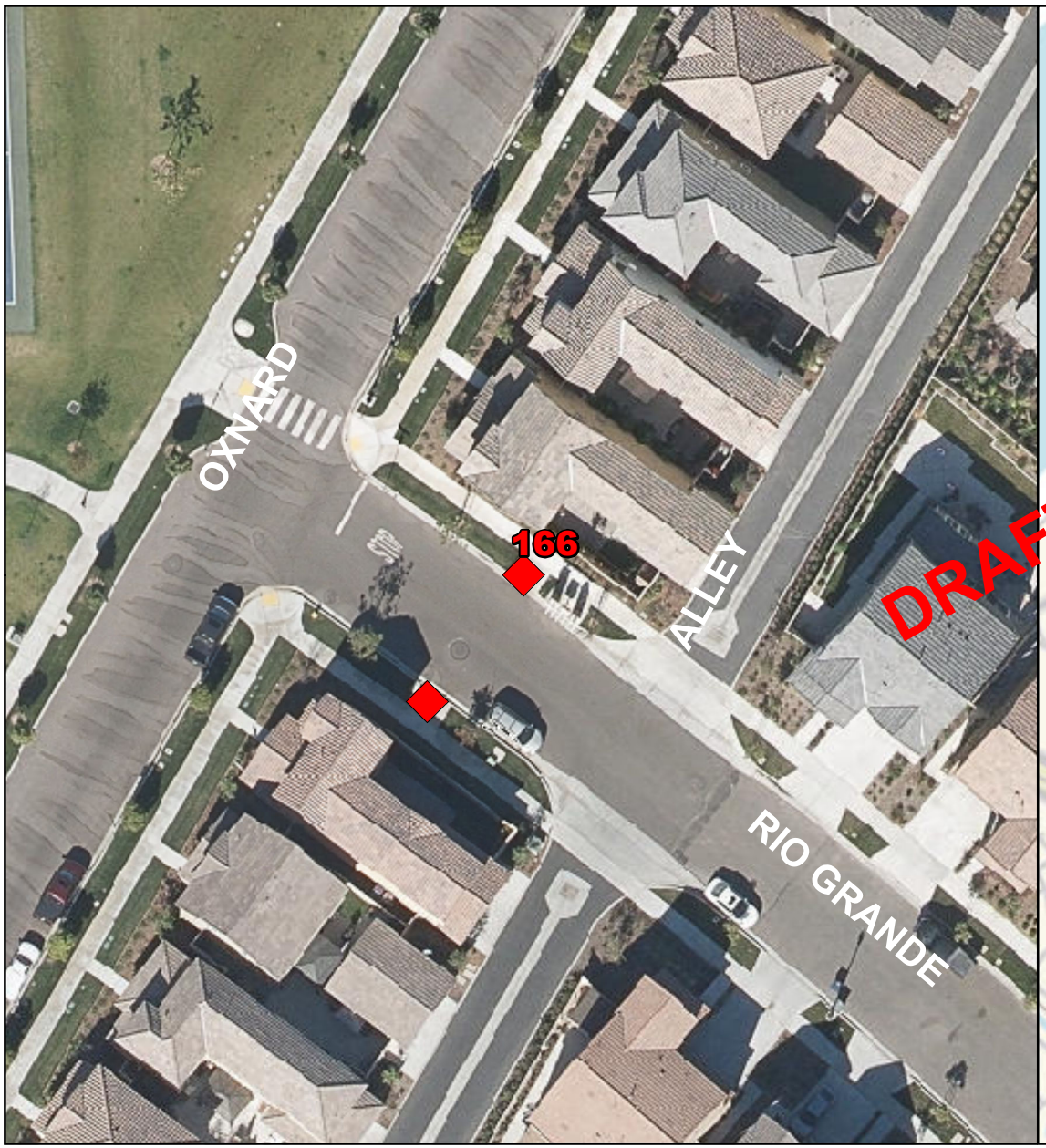
0 15 30 60 90 120 Feet



N W E S 370

# Filtration Unit No. 166









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

**Legend**

Filtration Unit

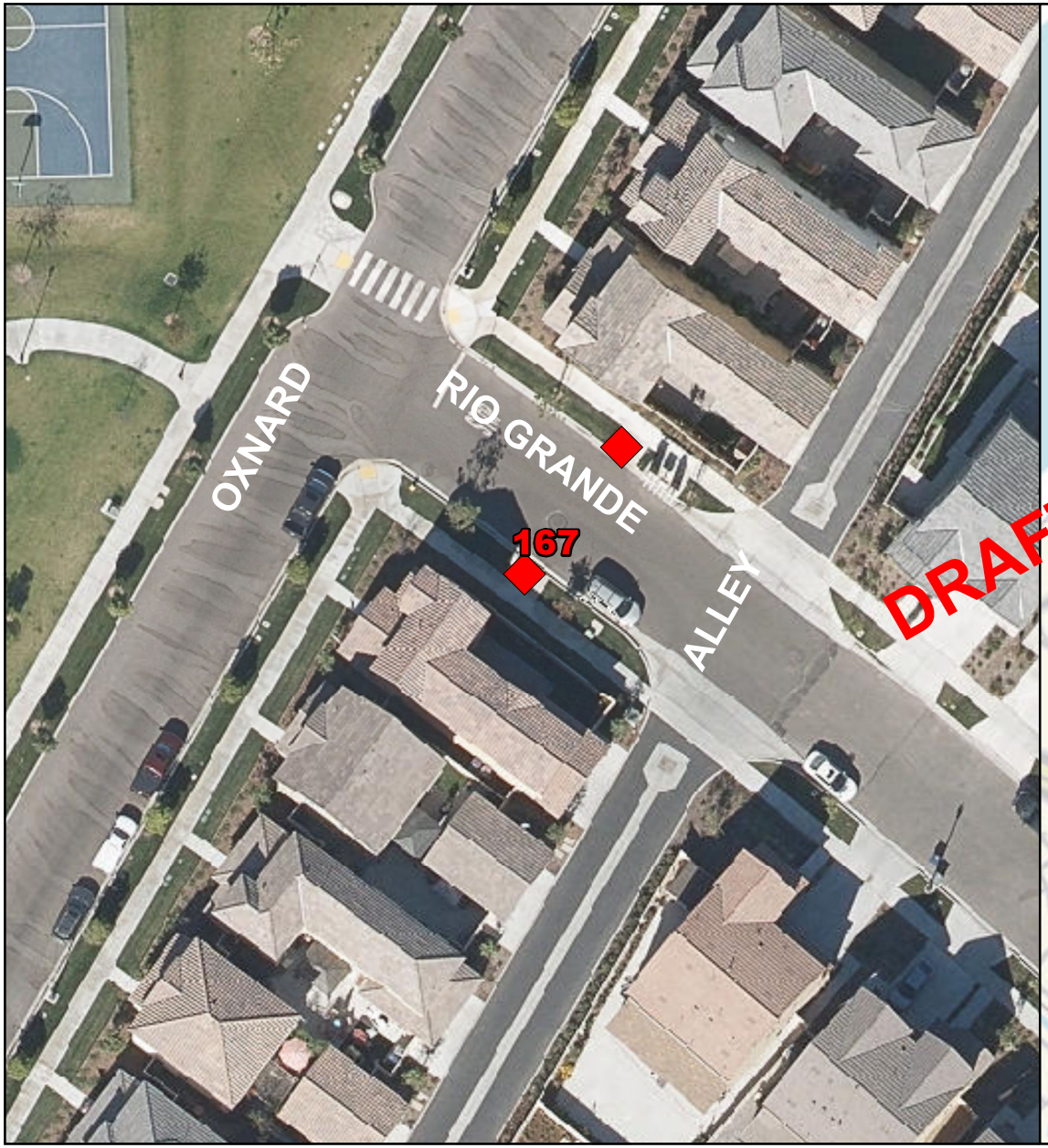
0 15 30 60 90 120 Feet

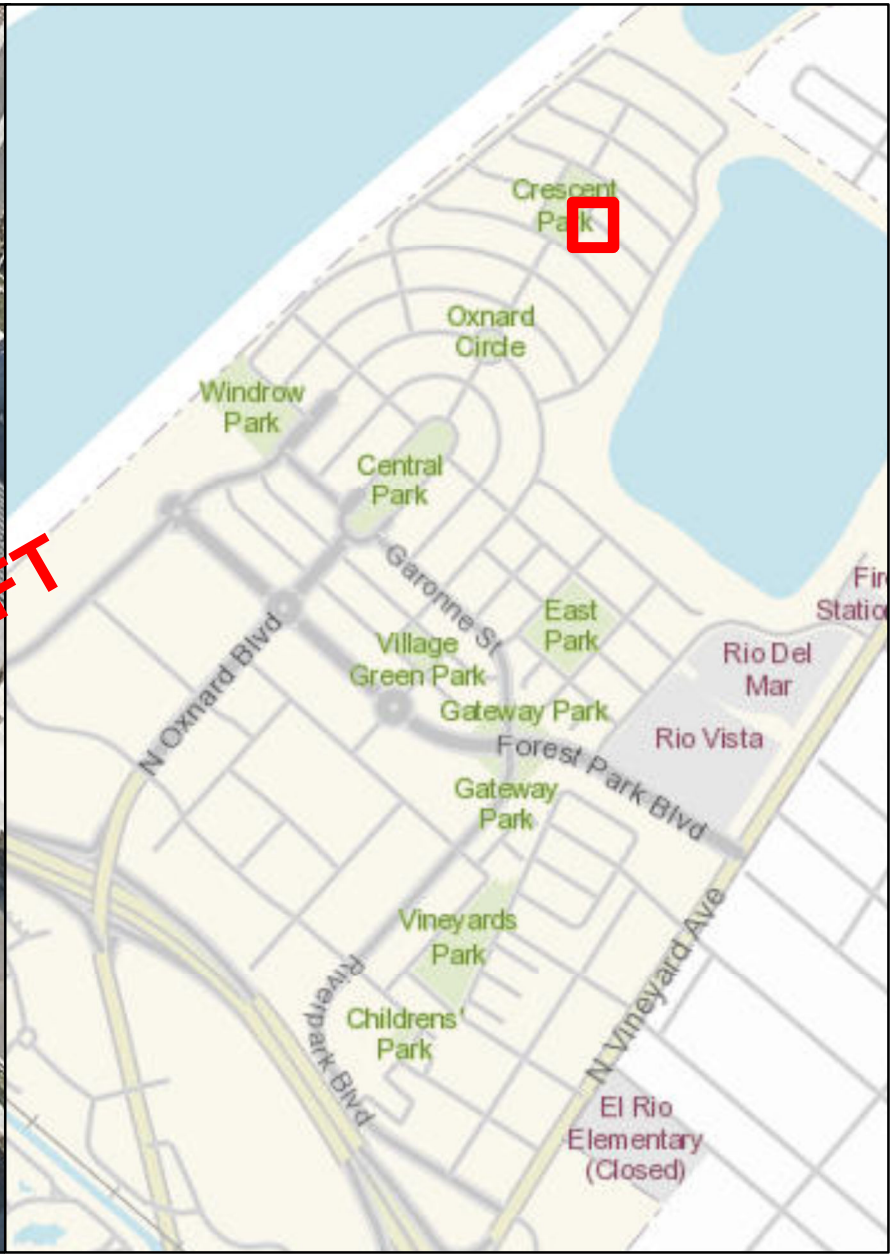


N W E S

# Filtration Unit No. 167






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

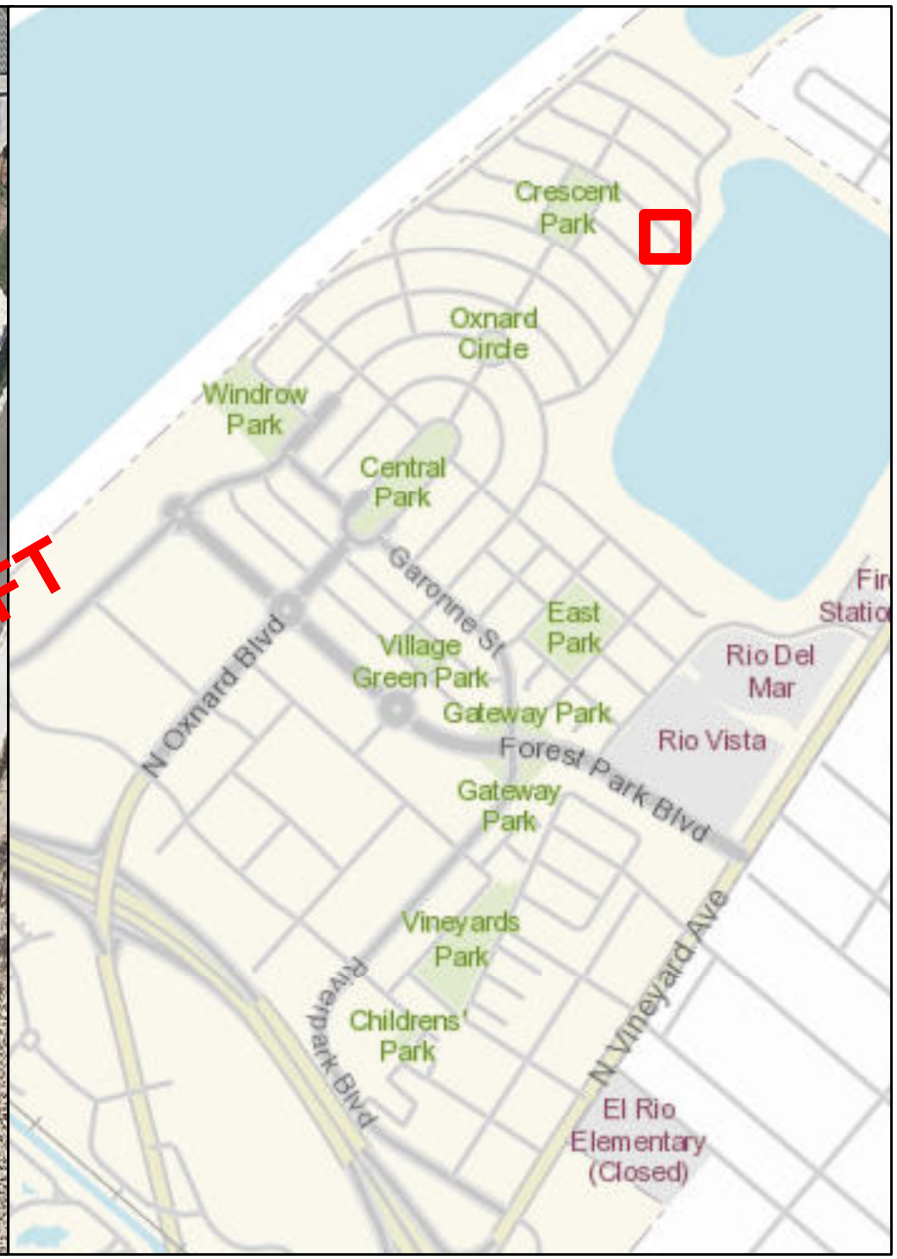


N W E S 372

# Filtration Unit No. 168






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

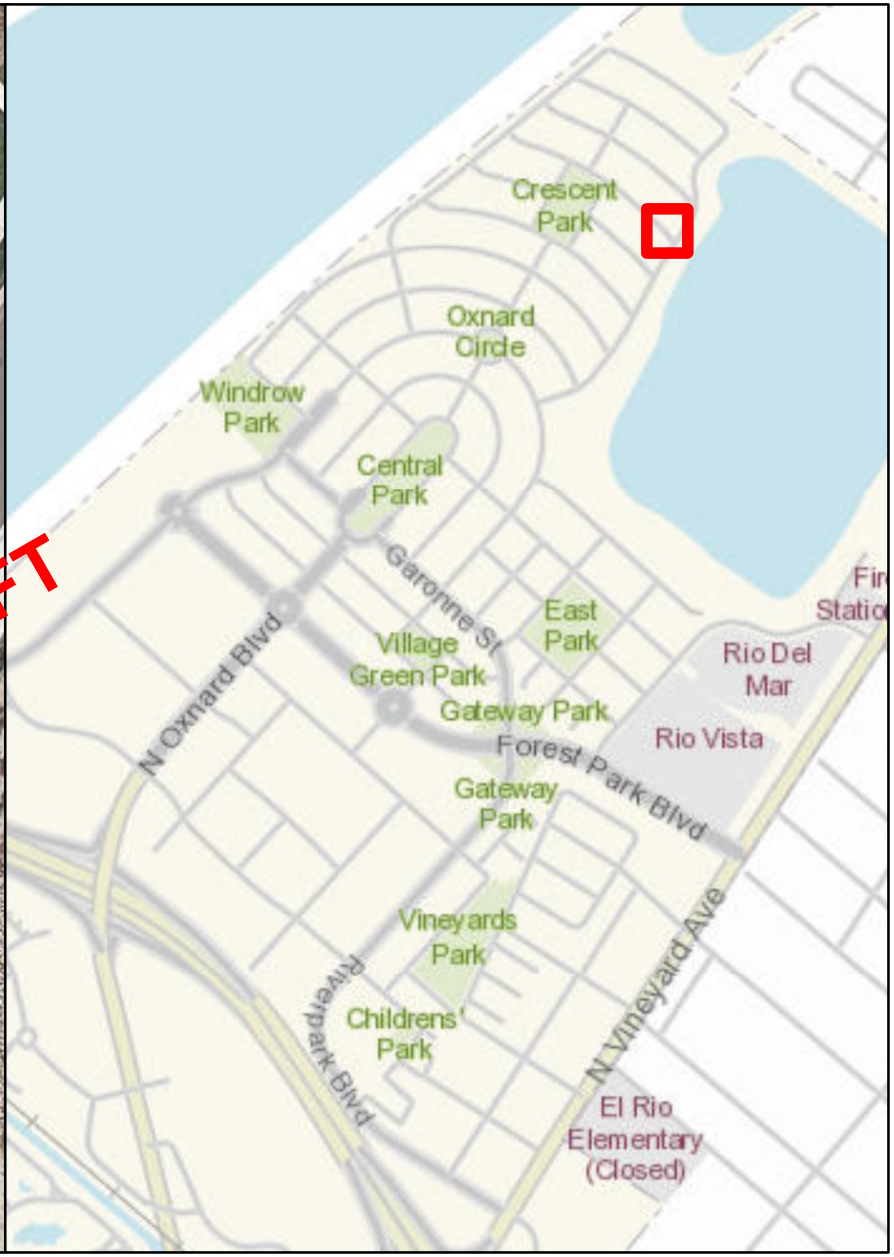


373

# Filtration Unit No. 169






## STORMFILTER CATCHBASIN - 8'X16"

Number of Cartridges is 21

**Legend**

Filtration Unit

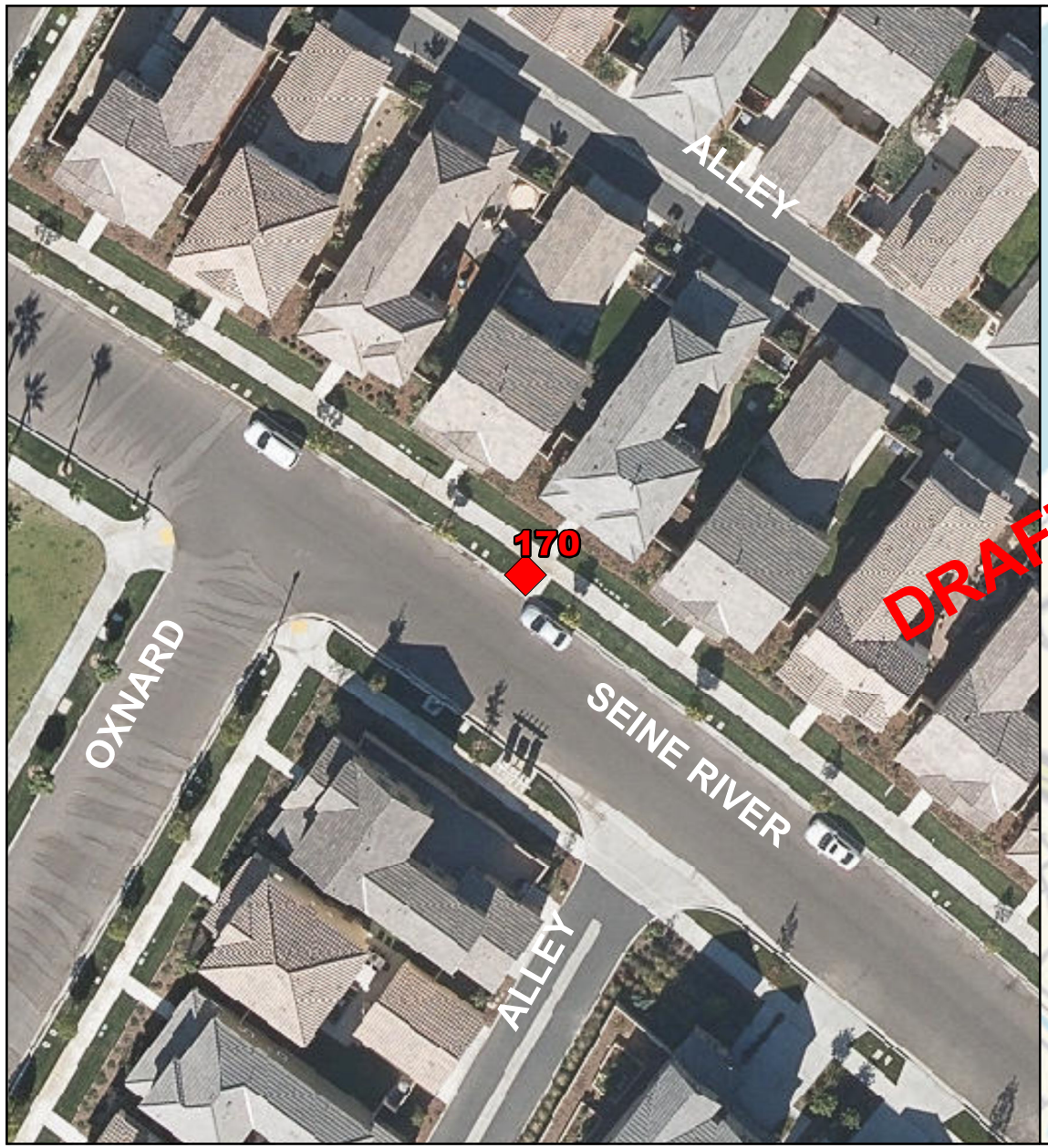
0 15 30 60 90 120 Feet

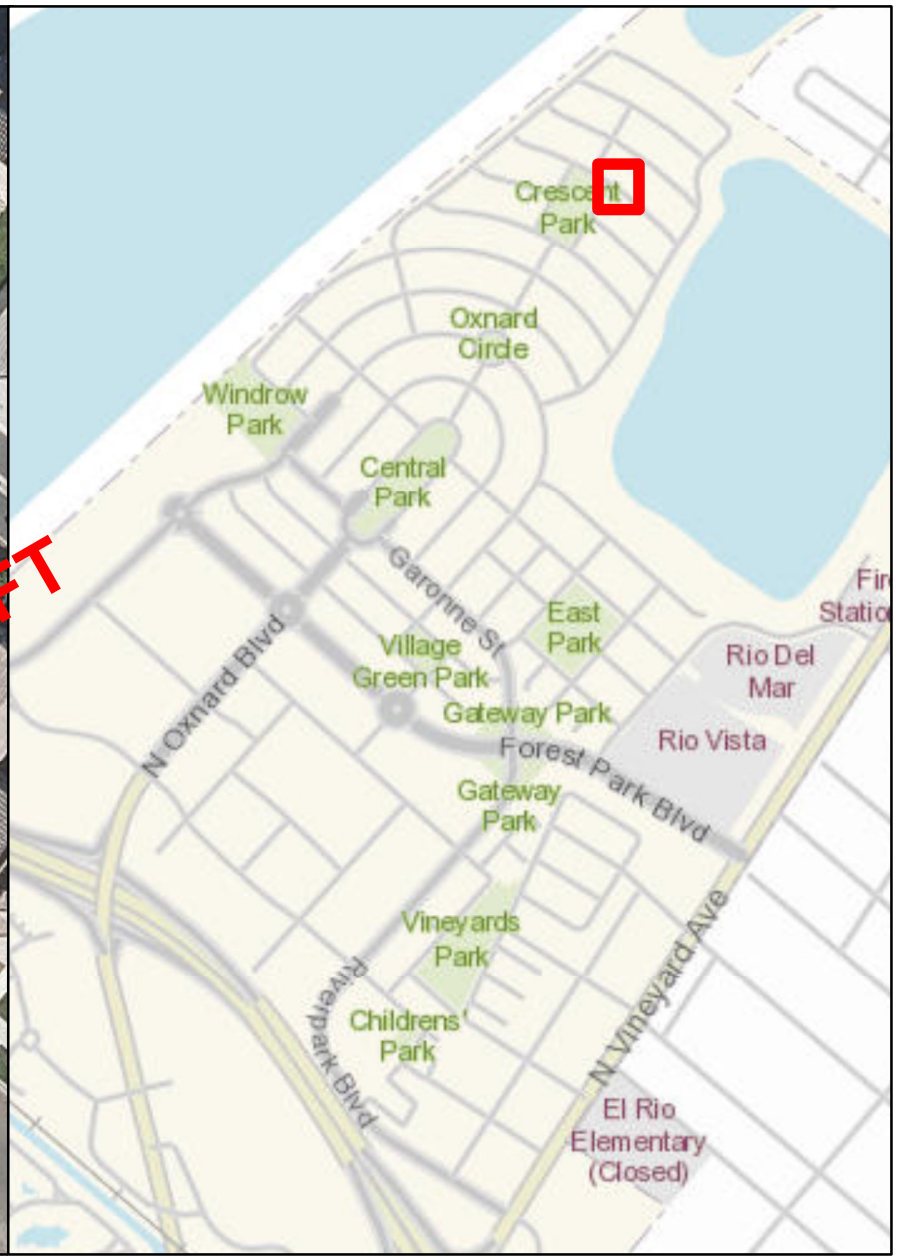


N W E S

# Filtration Unit No. 170






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



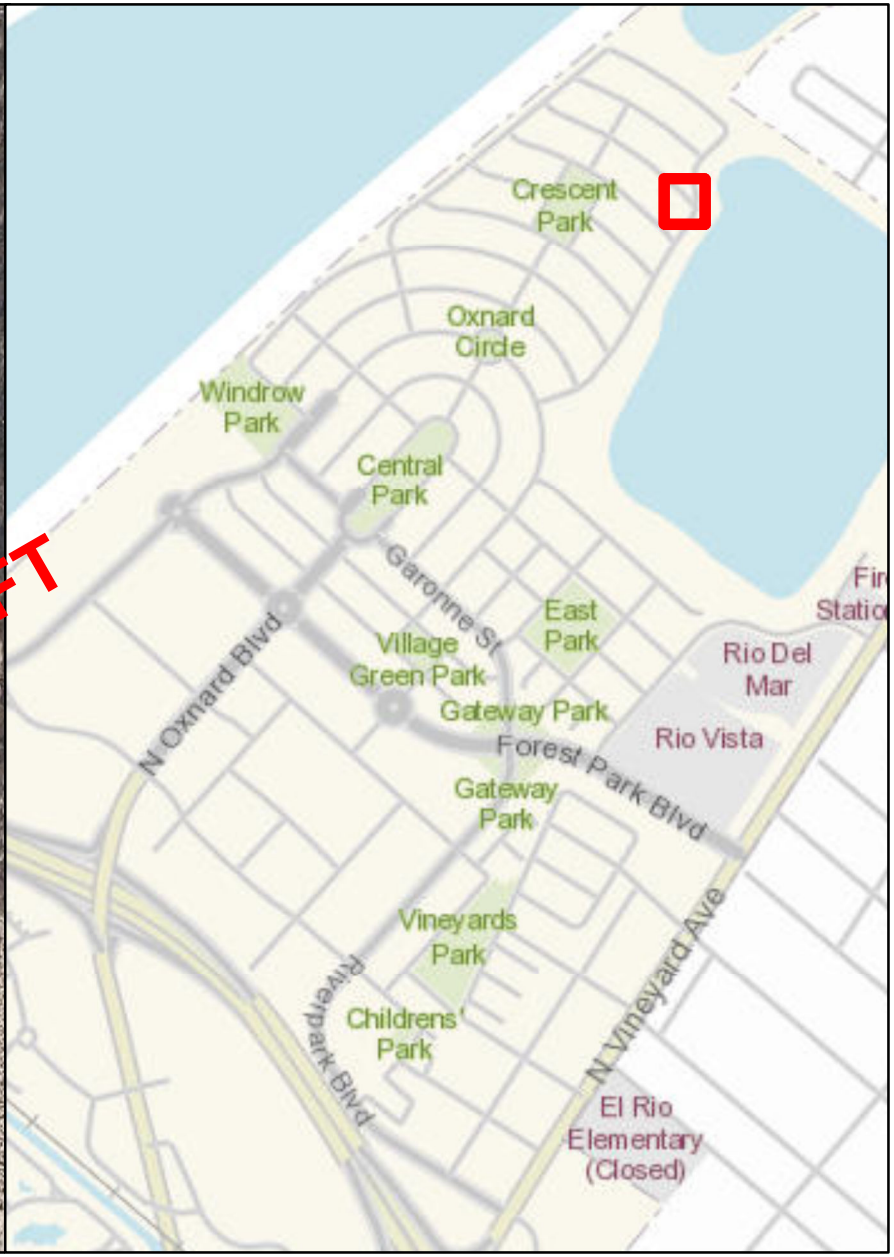
N W E S

375

# Filtration Unit No. 171






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

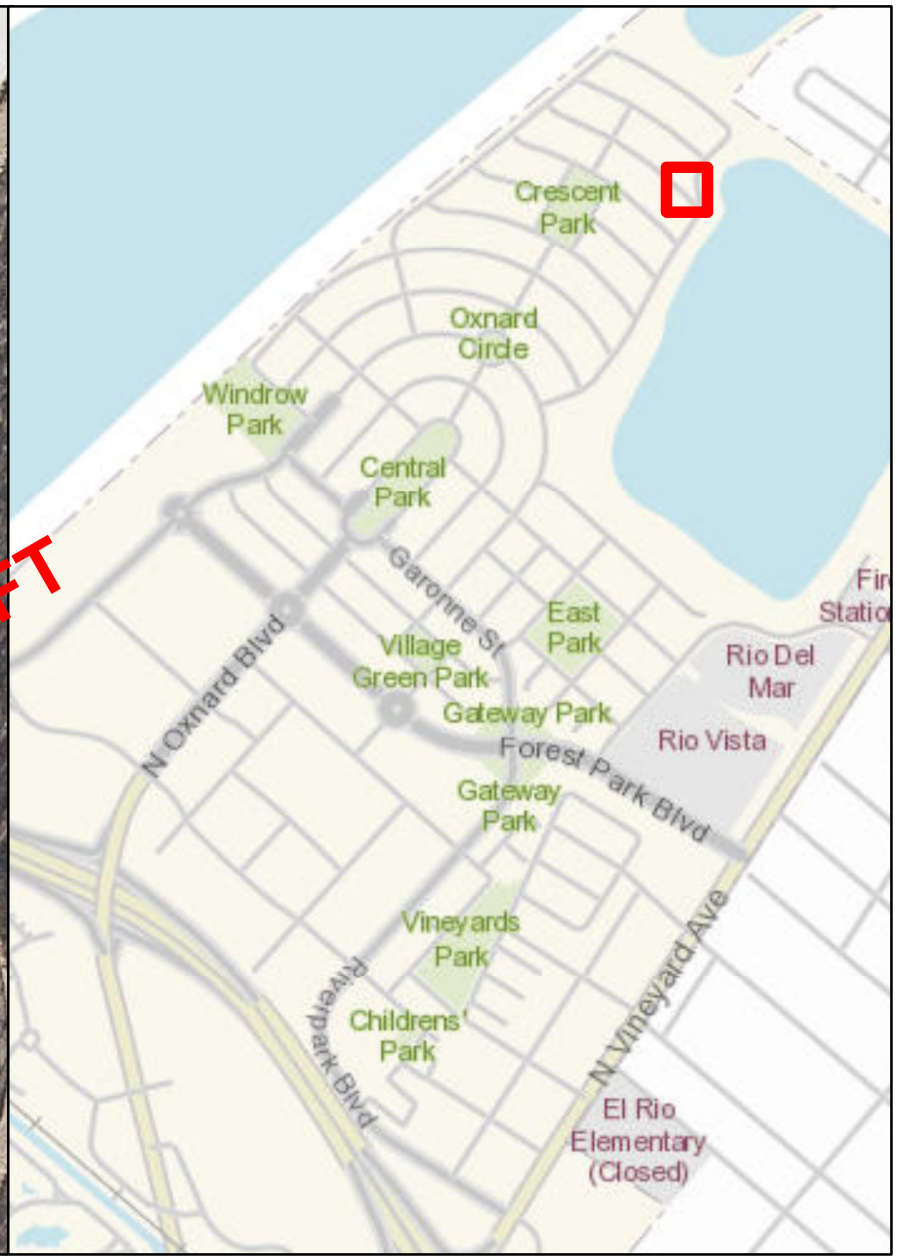


N W E S

# Filtration Unit No. 172






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

**Legend**

Filtration Unit

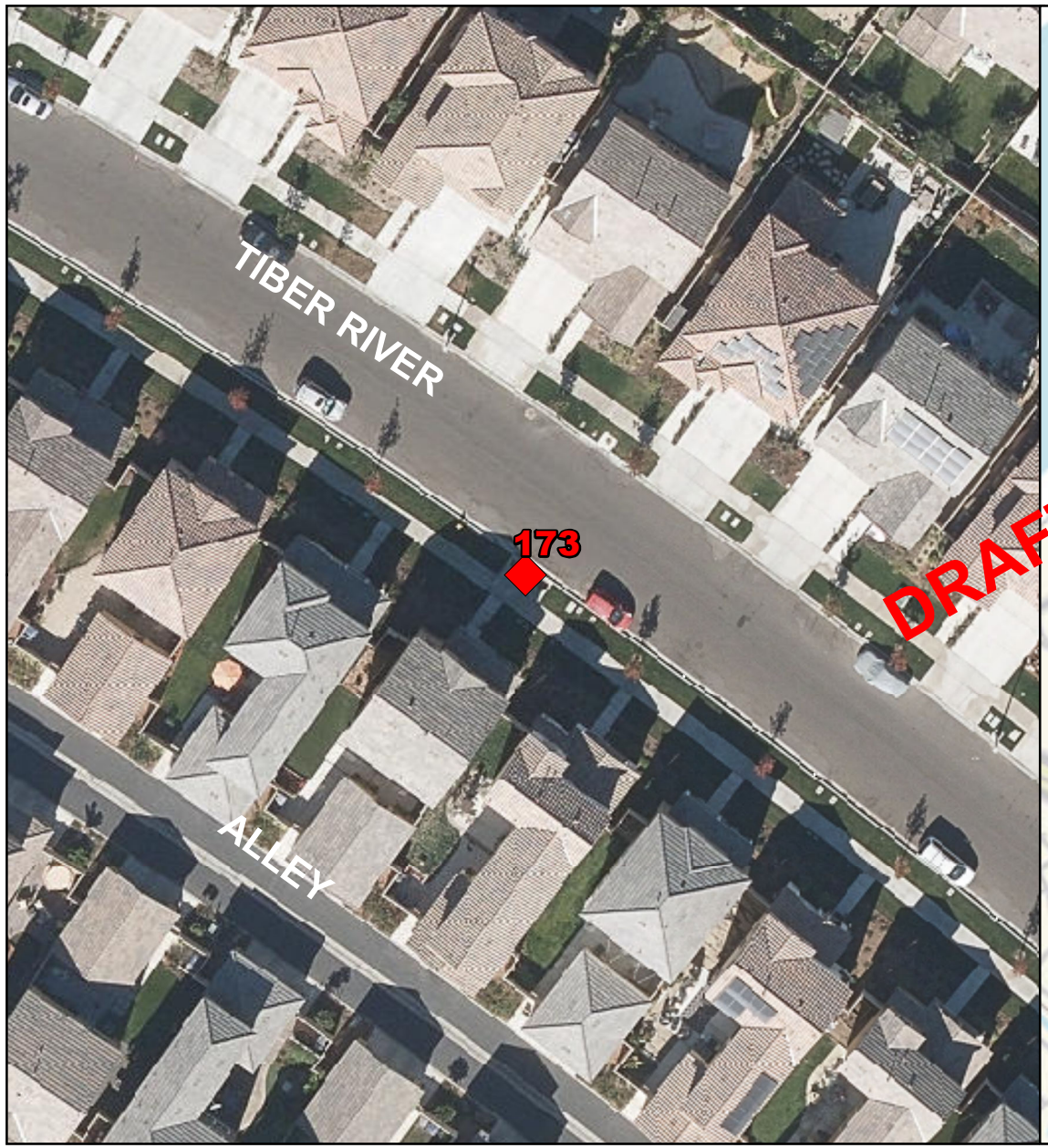
0 15 30 60 90 120 Feet

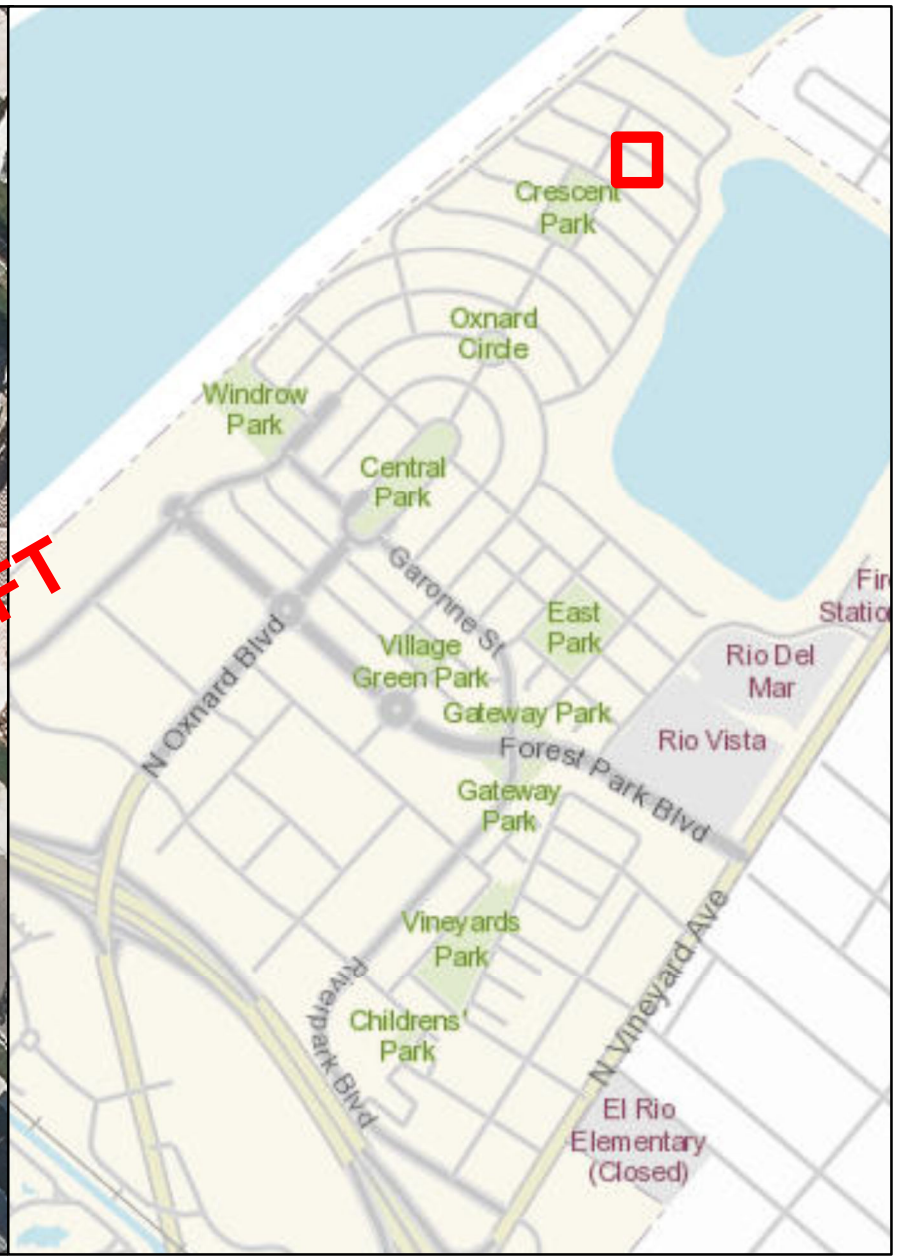


N W E S

# Filtration Unit No. 173






## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 9

**Legend**

Filtration Unit

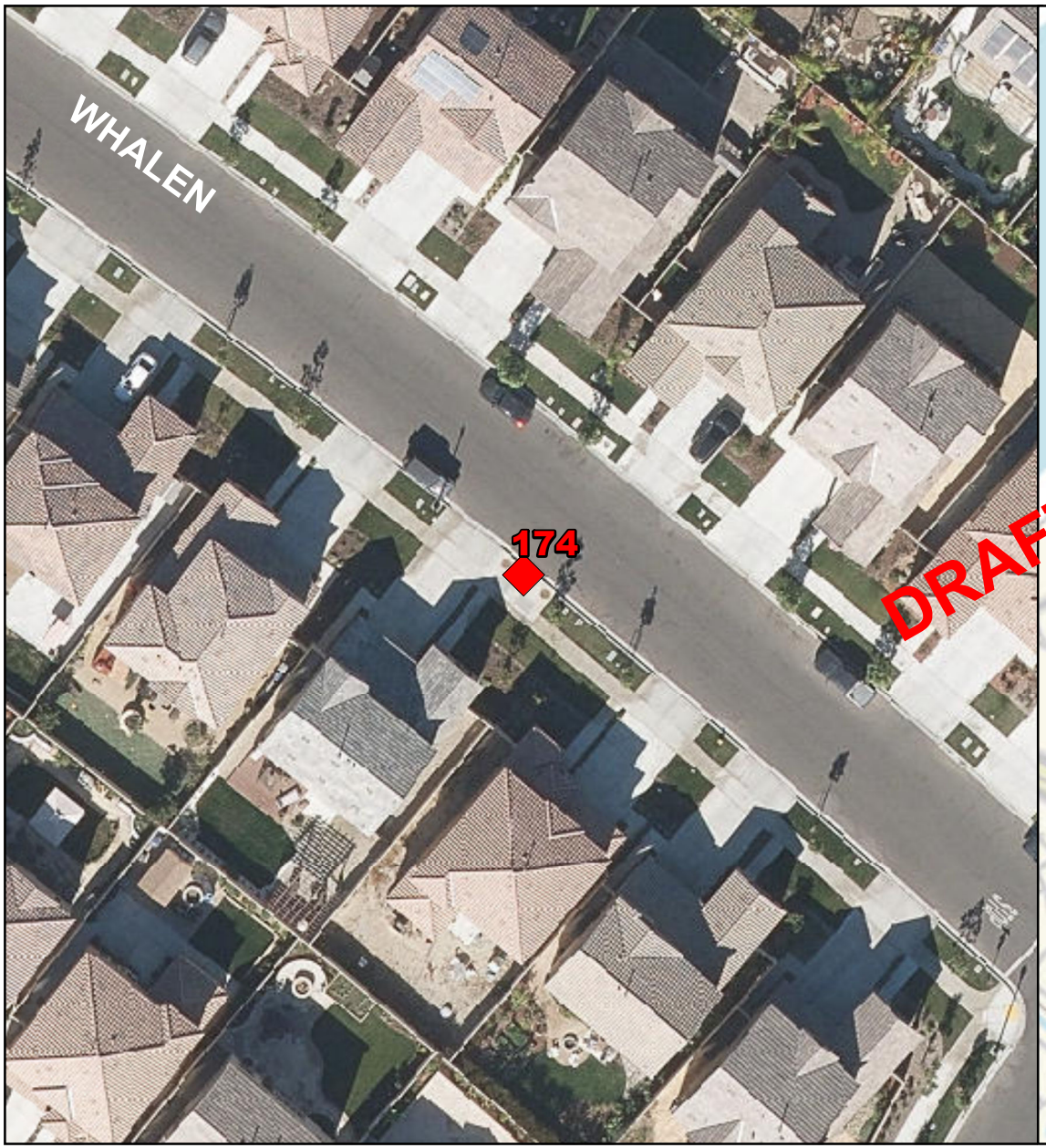
0 15 30 60 90 120 Feet

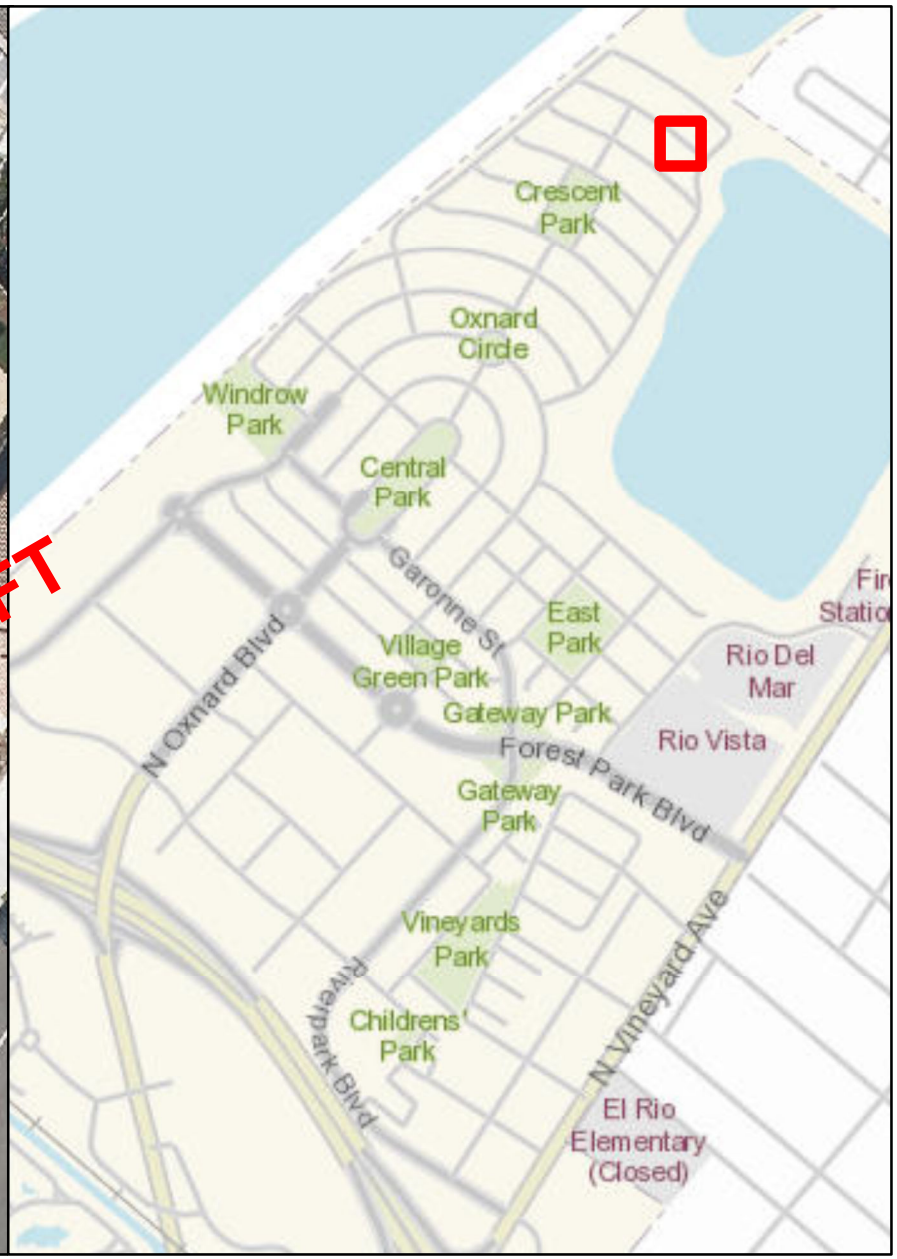


N W E S

# Filtration Unit No. 174






## STORMFILTER CATCHBASIN - 8'X16'

### Number of Cartridges is 21

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

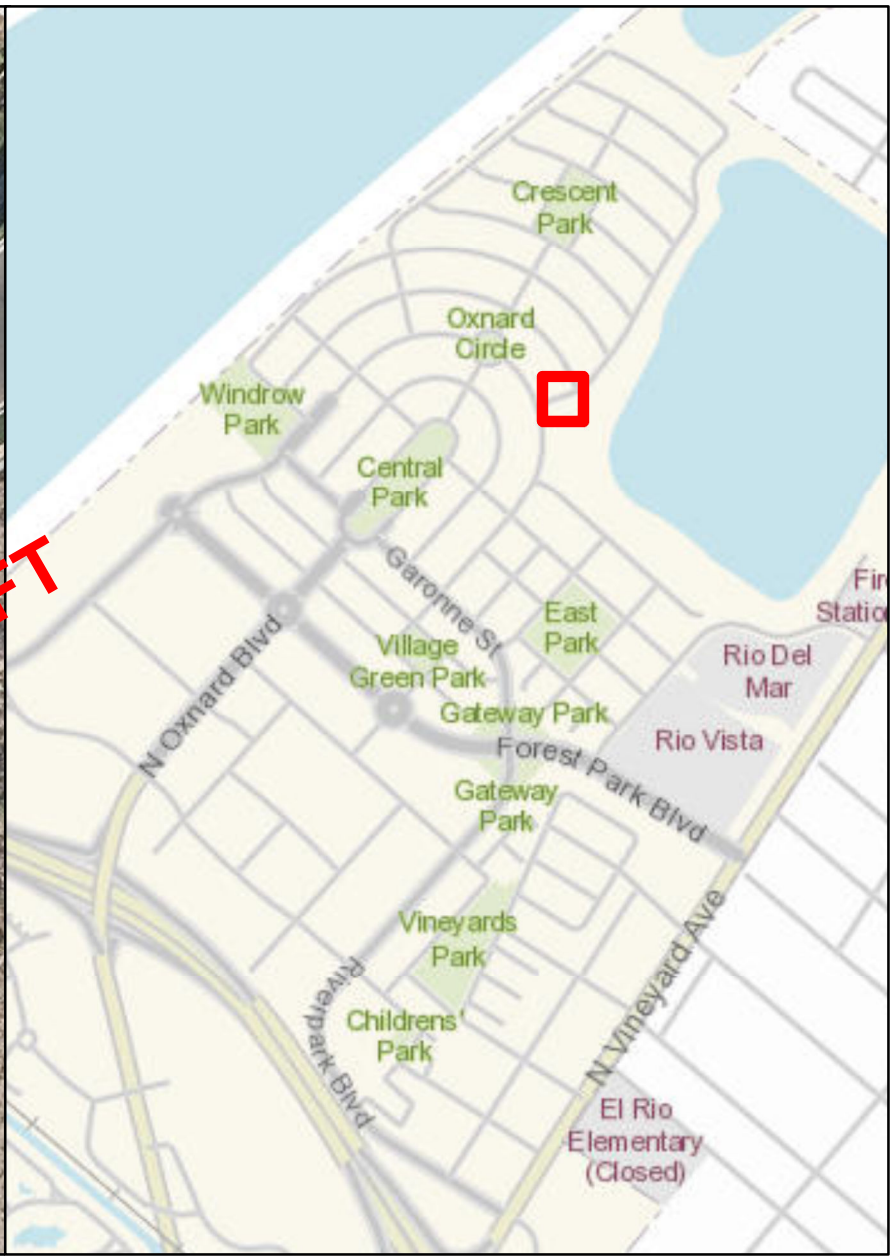


N W E S

# Filtration Unit No. 175






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

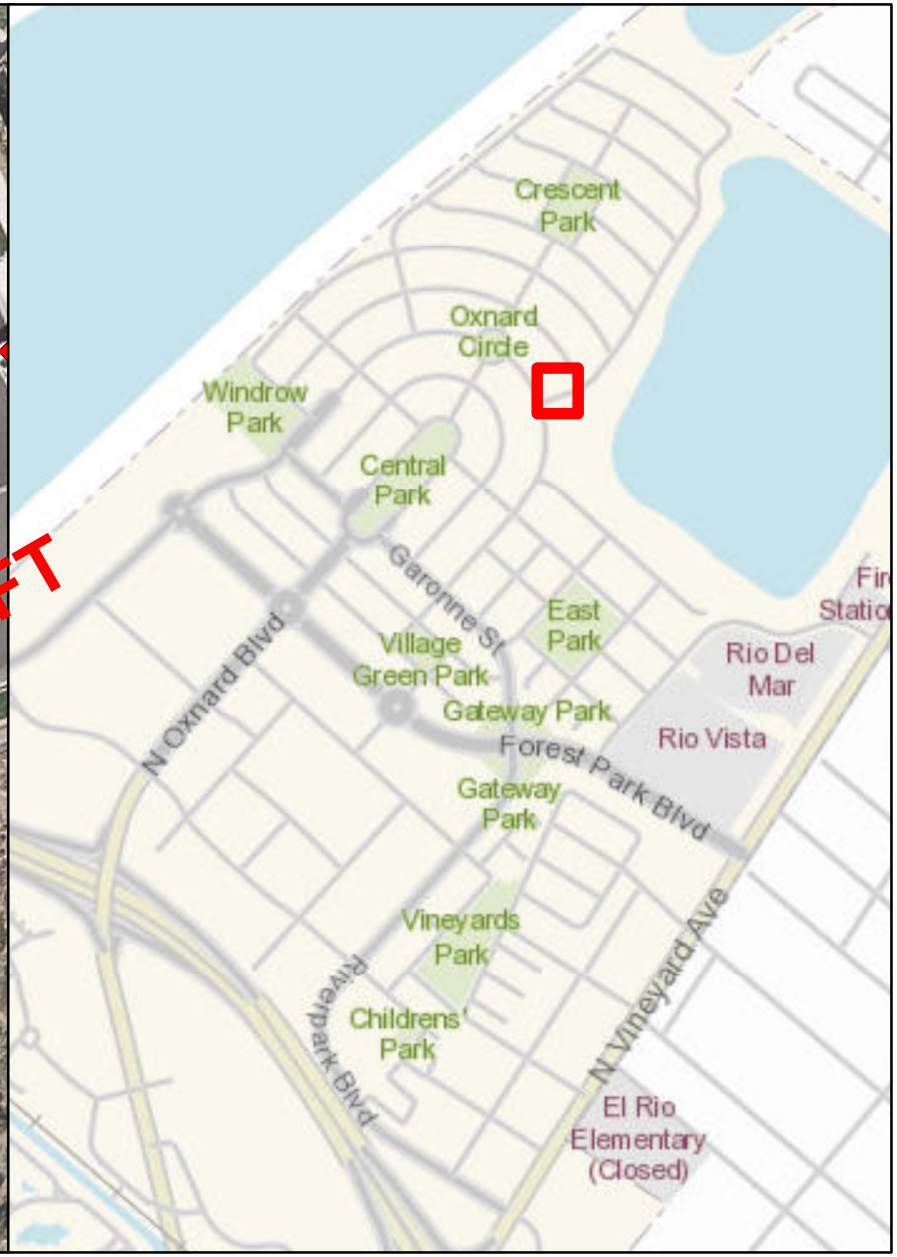


N W E S

# Filtration Unit No. 176






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 177









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

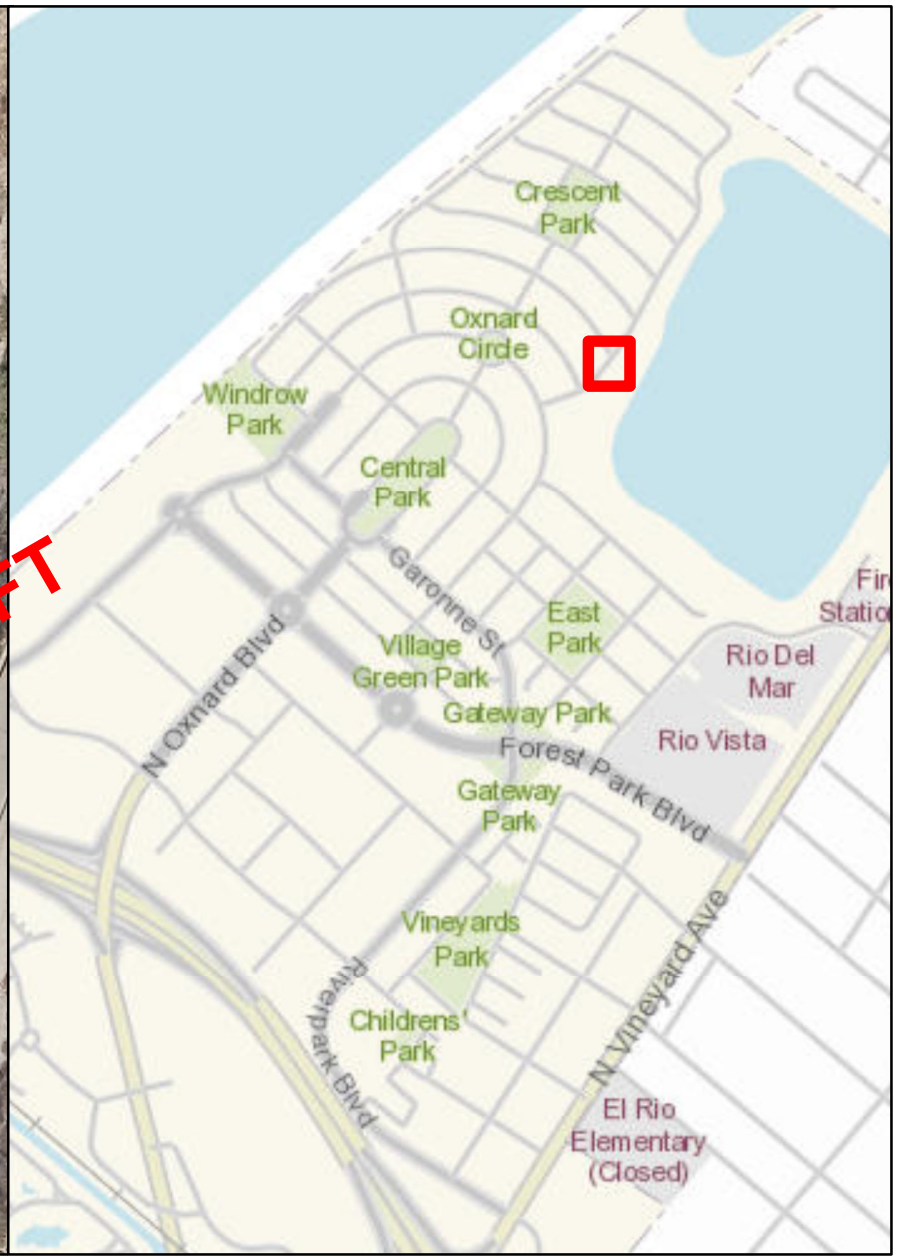


N W E S

# Filtration Unit No. 178






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

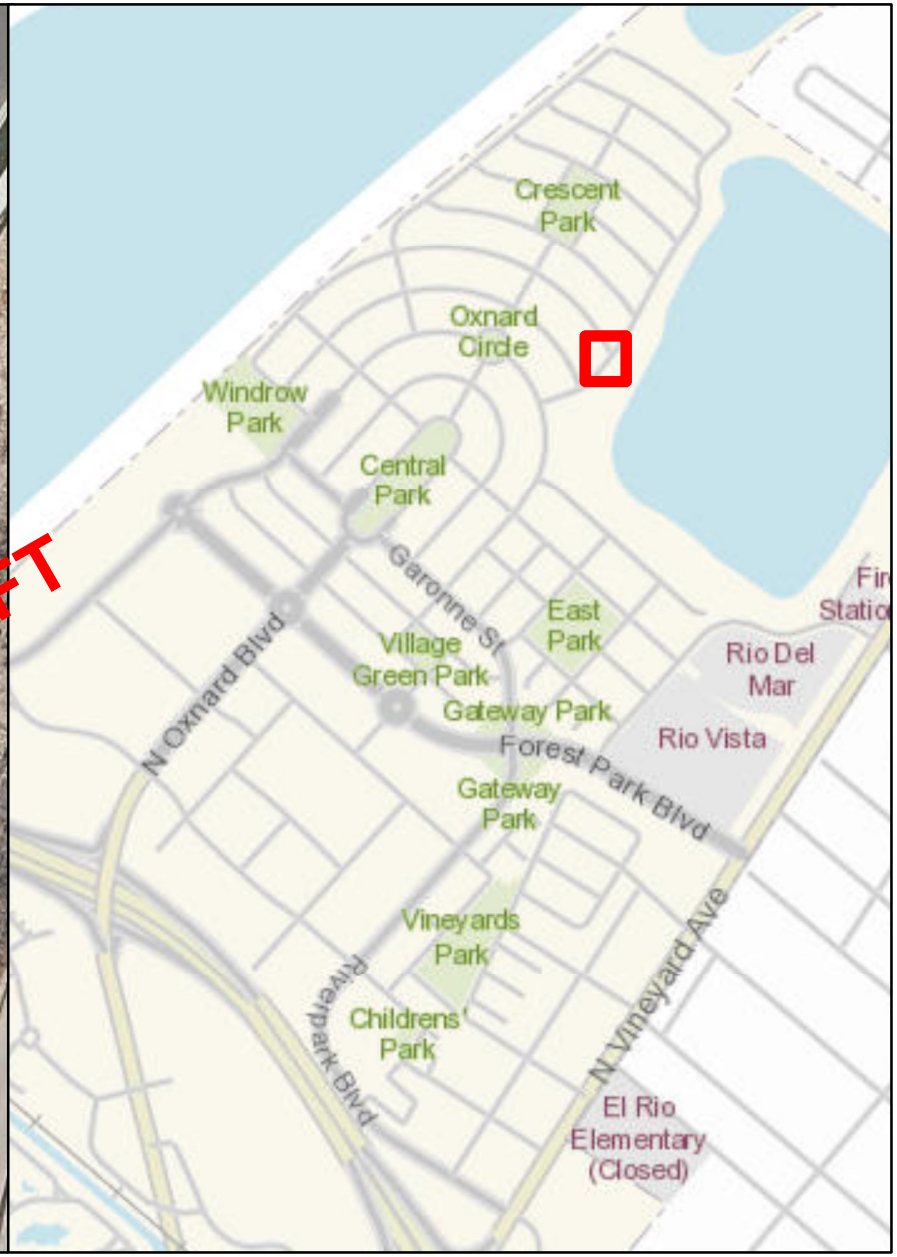


N W E S

# Filtration Unit No. 179






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

**Legend**

Filtration Unit

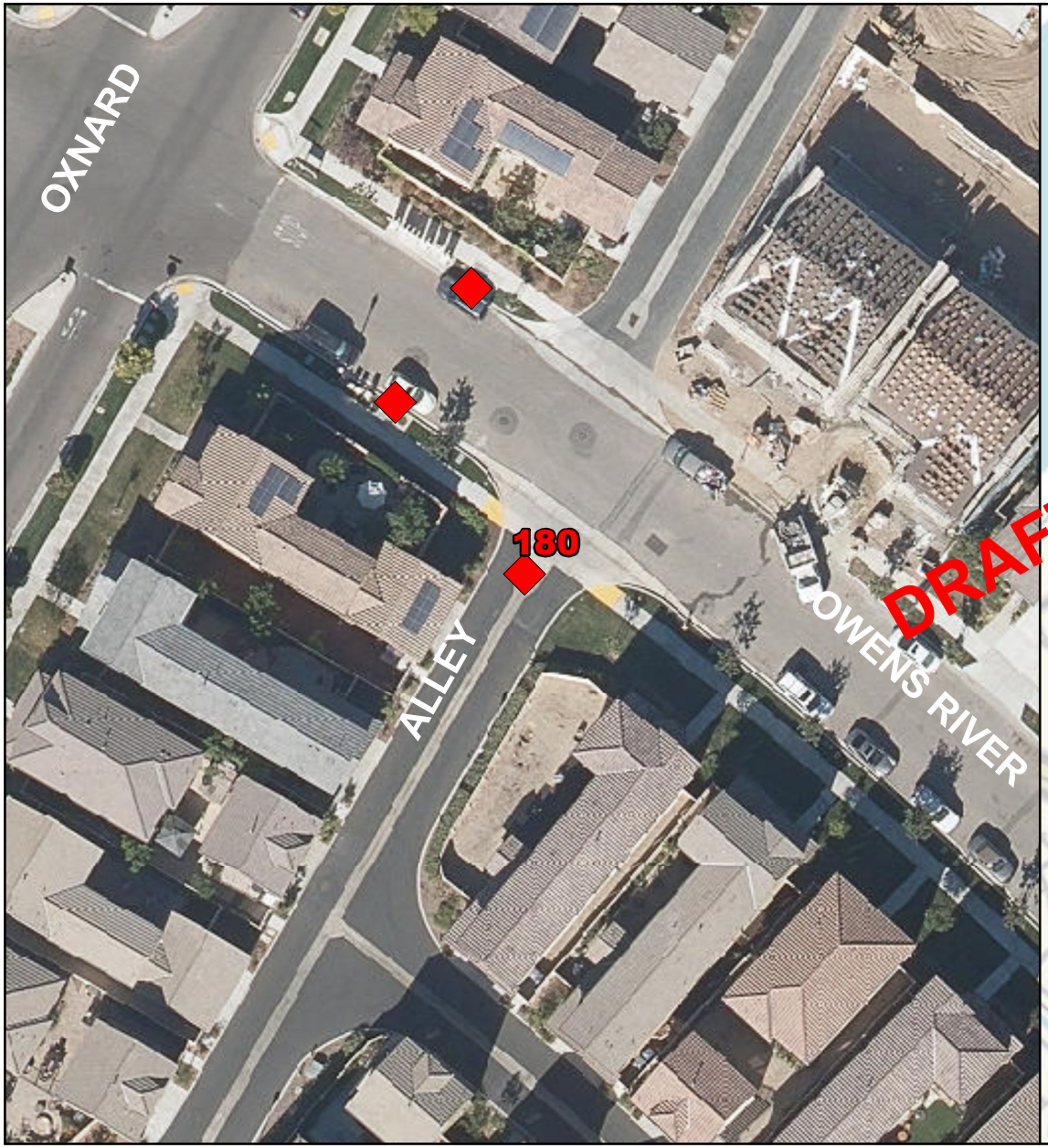
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 180









## STORMFILTER GRATE INLET - 60"

Number of Cartridges is 1

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 181









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

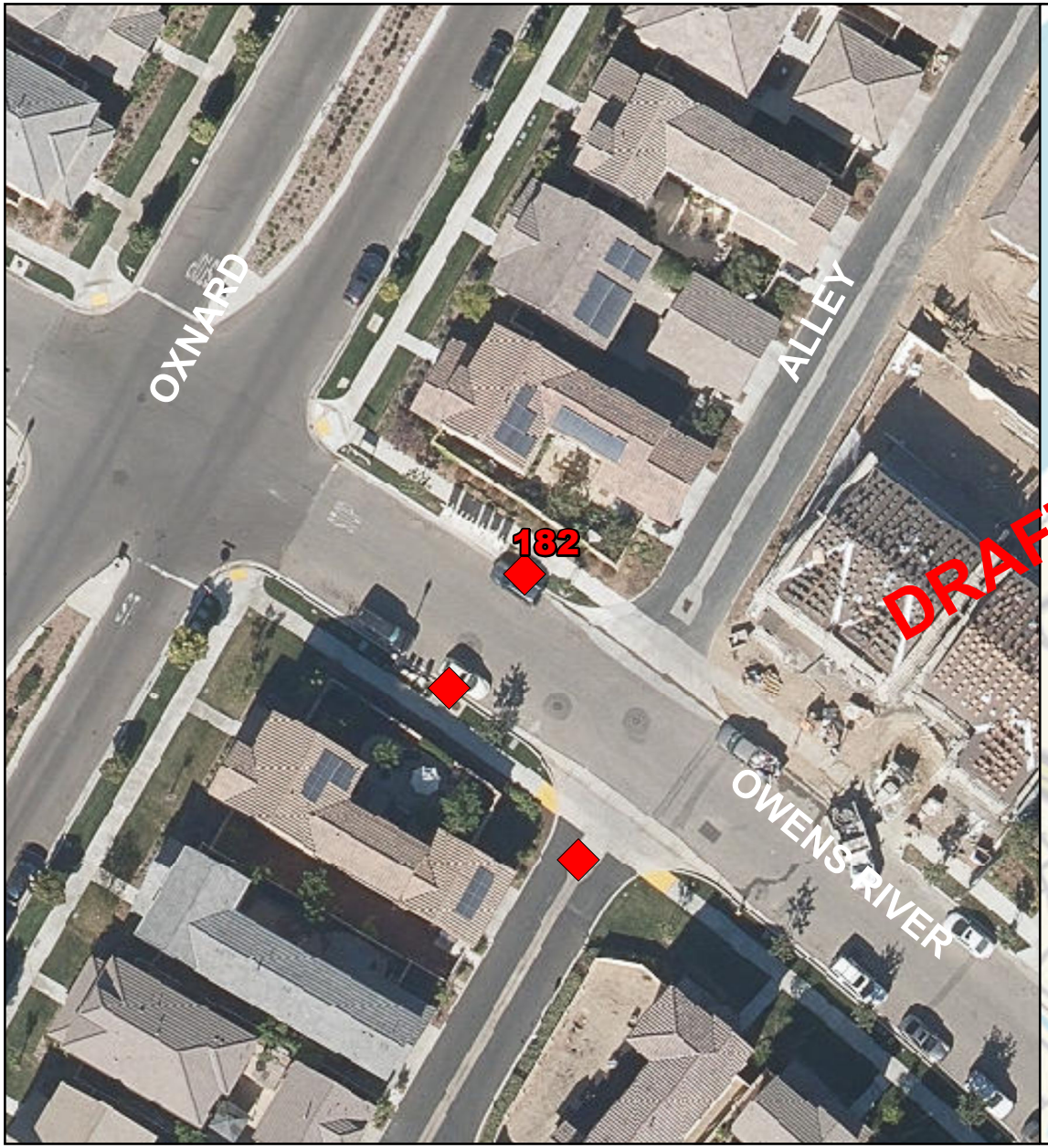
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 182









## STORMFILTER CATCHBASIN - 6'X8'

### Number of Cartridges is 6

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 183









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

**Legend**

Filtration Unit

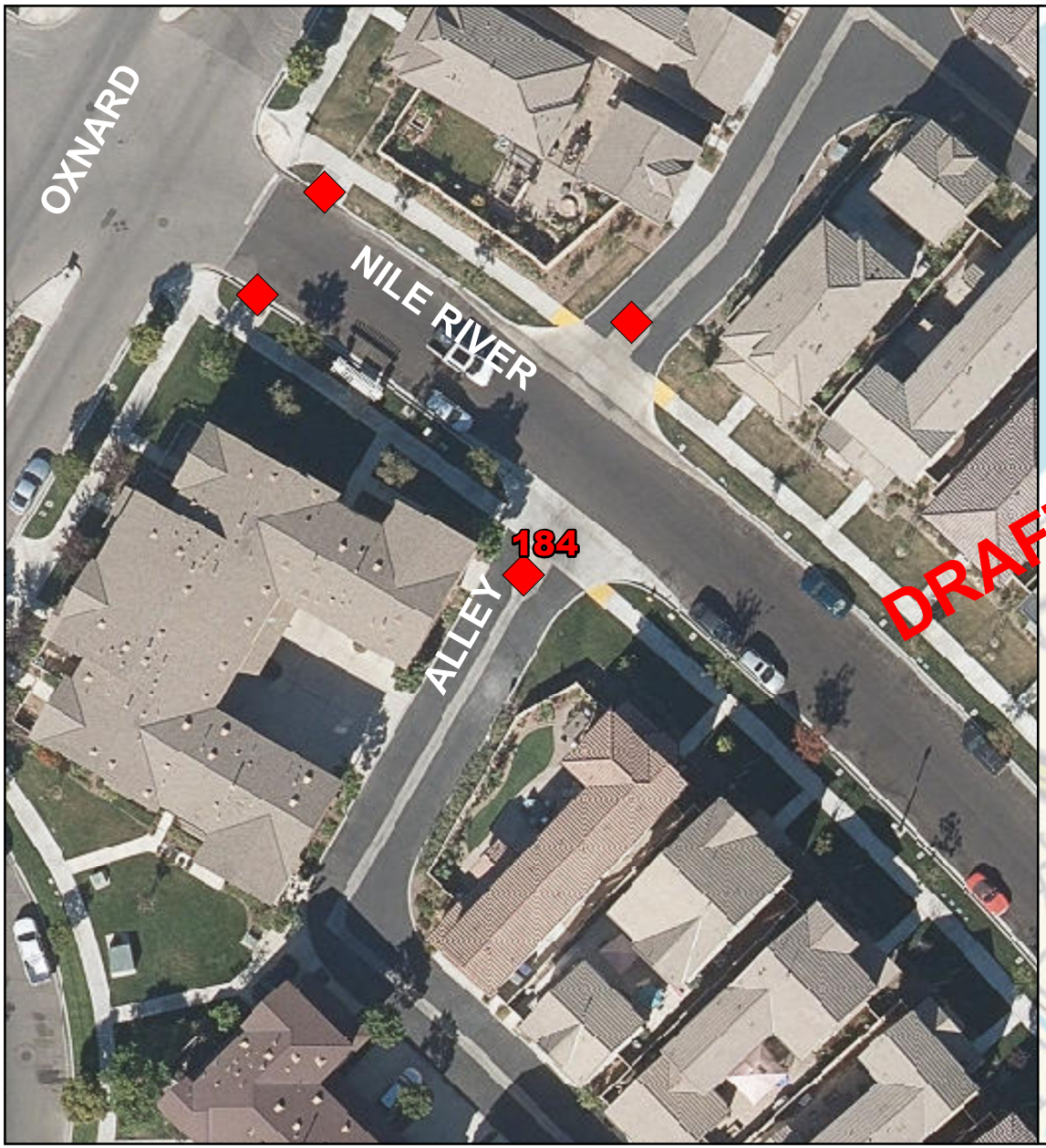
0 15 30 60 90 120 Feet

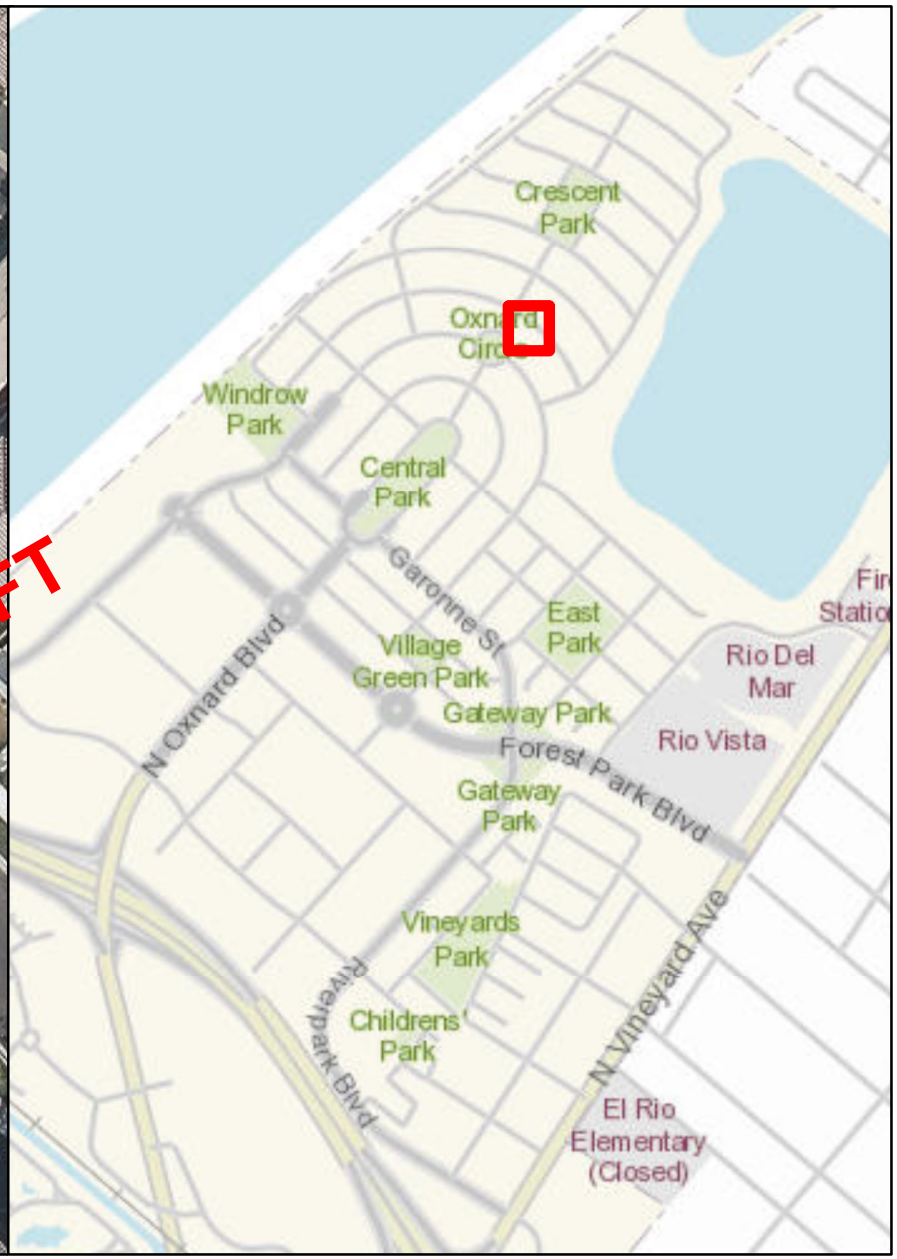


N W E S

# Filtration Unit No. 184






## STORMFILTER GRATE INLET - 60"

Number of Cartridges is 3

**Legend**

Filtration Unit

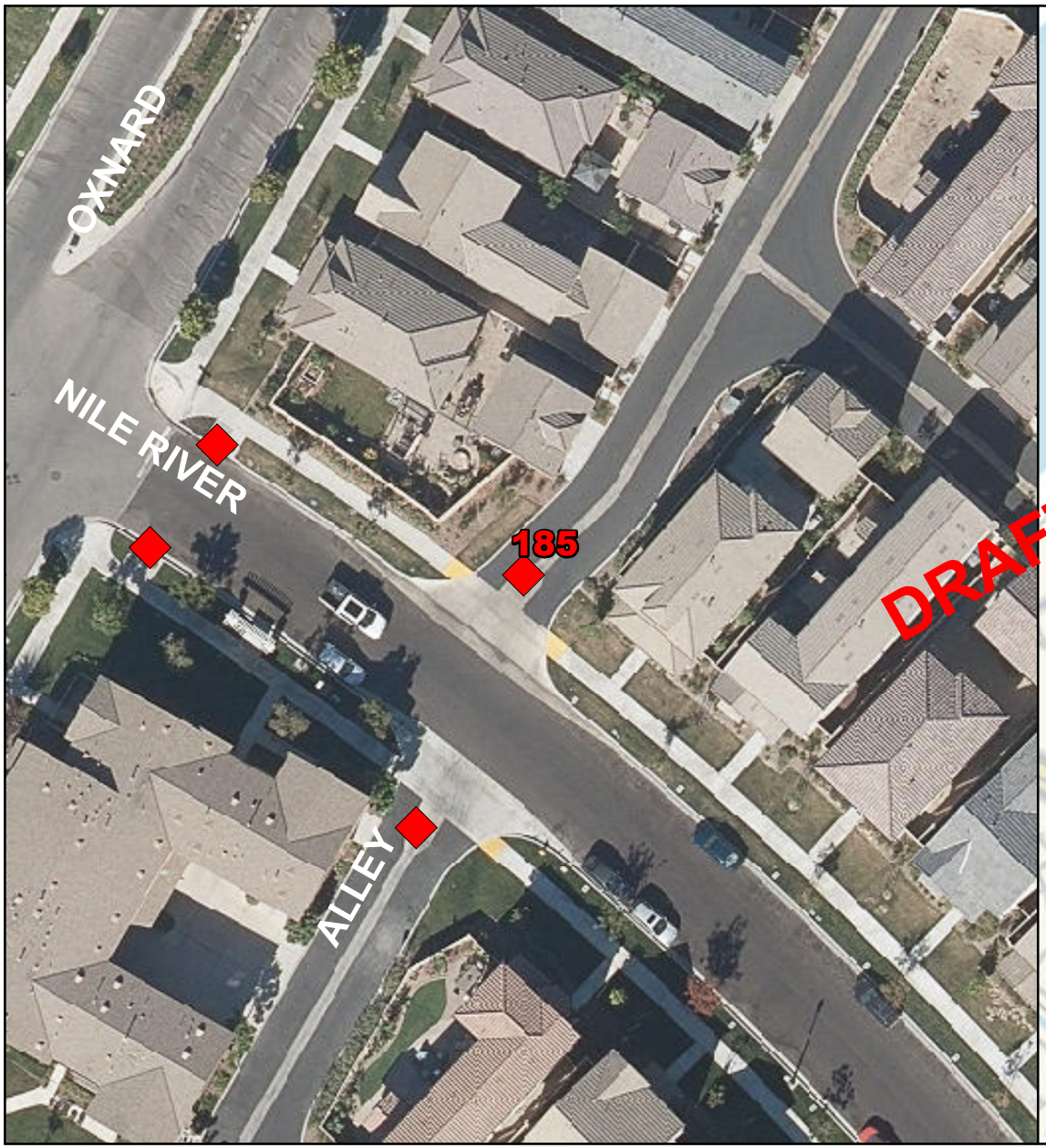
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 185









## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

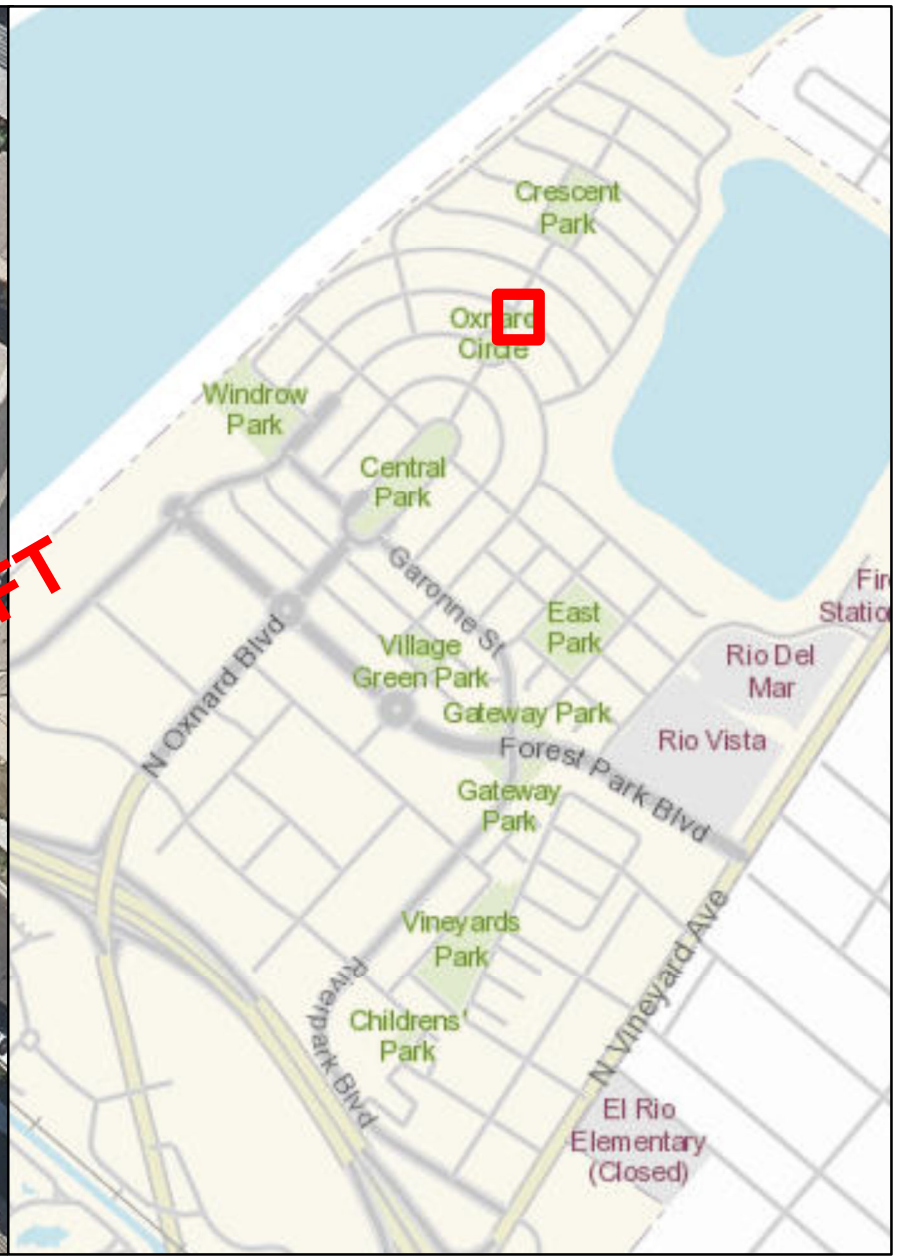


N W E S

# Filtration Unit No. 186






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

**Legend**

Filtration Unit

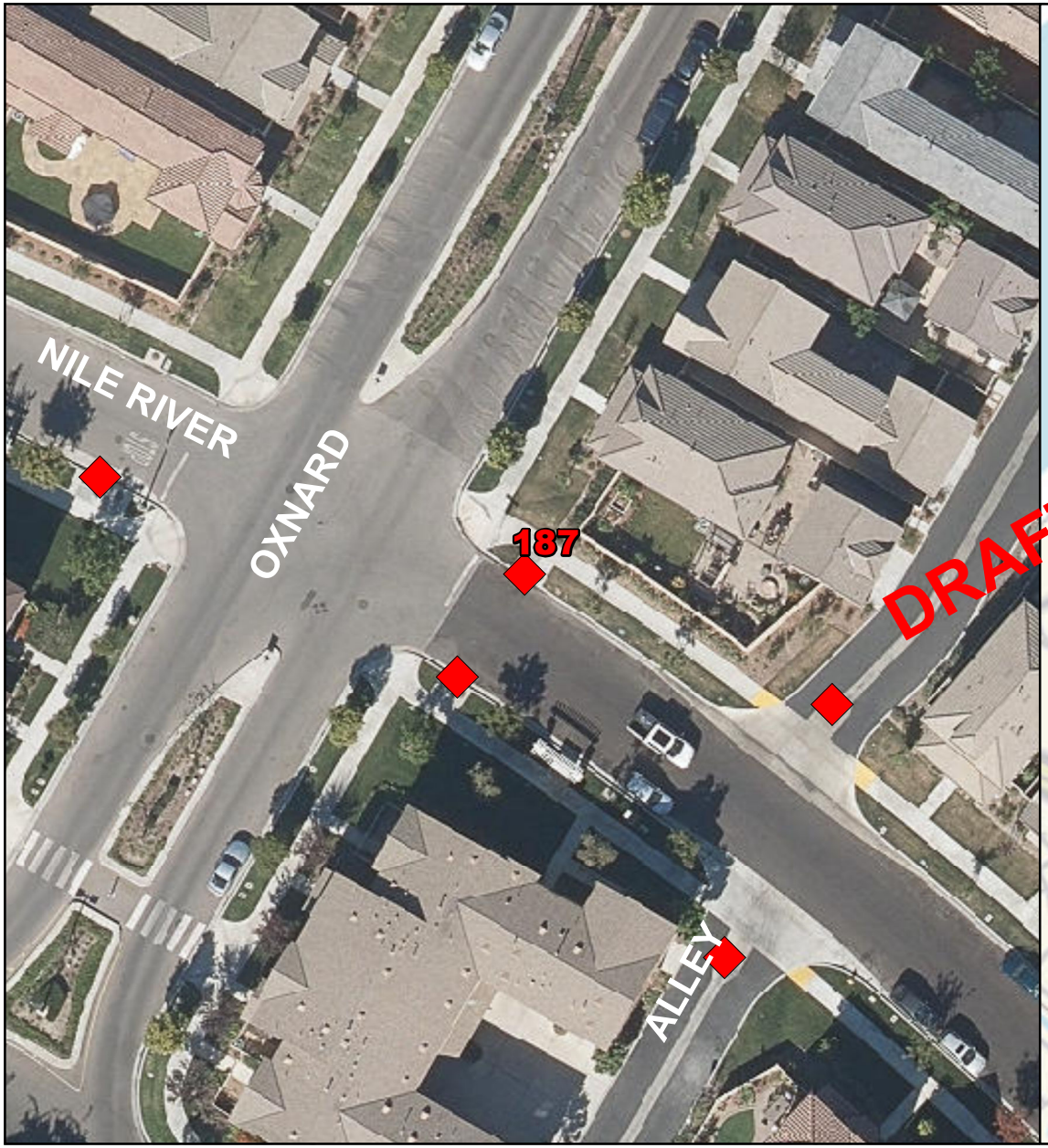
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 187









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

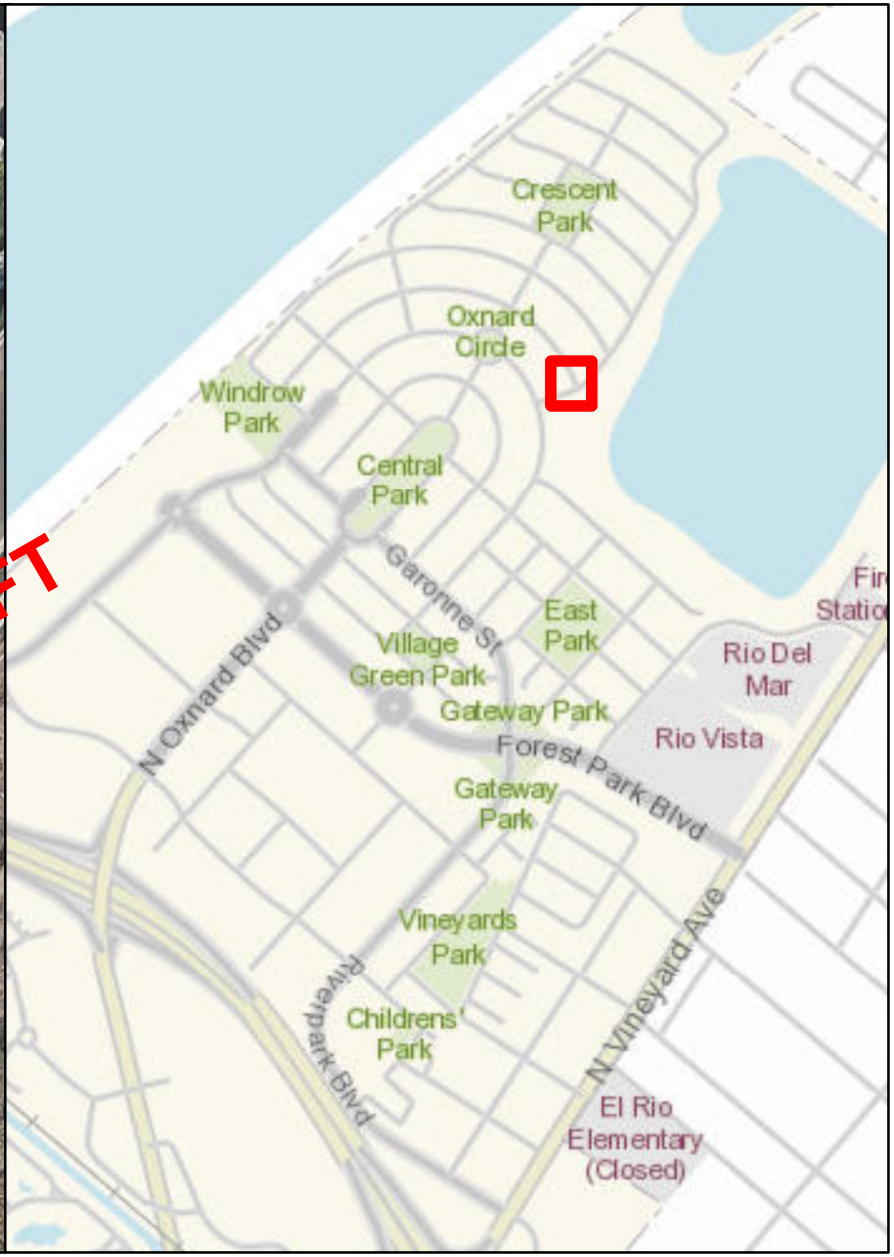


N W E S

# Filtration Unit No. 188






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 1

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 189









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

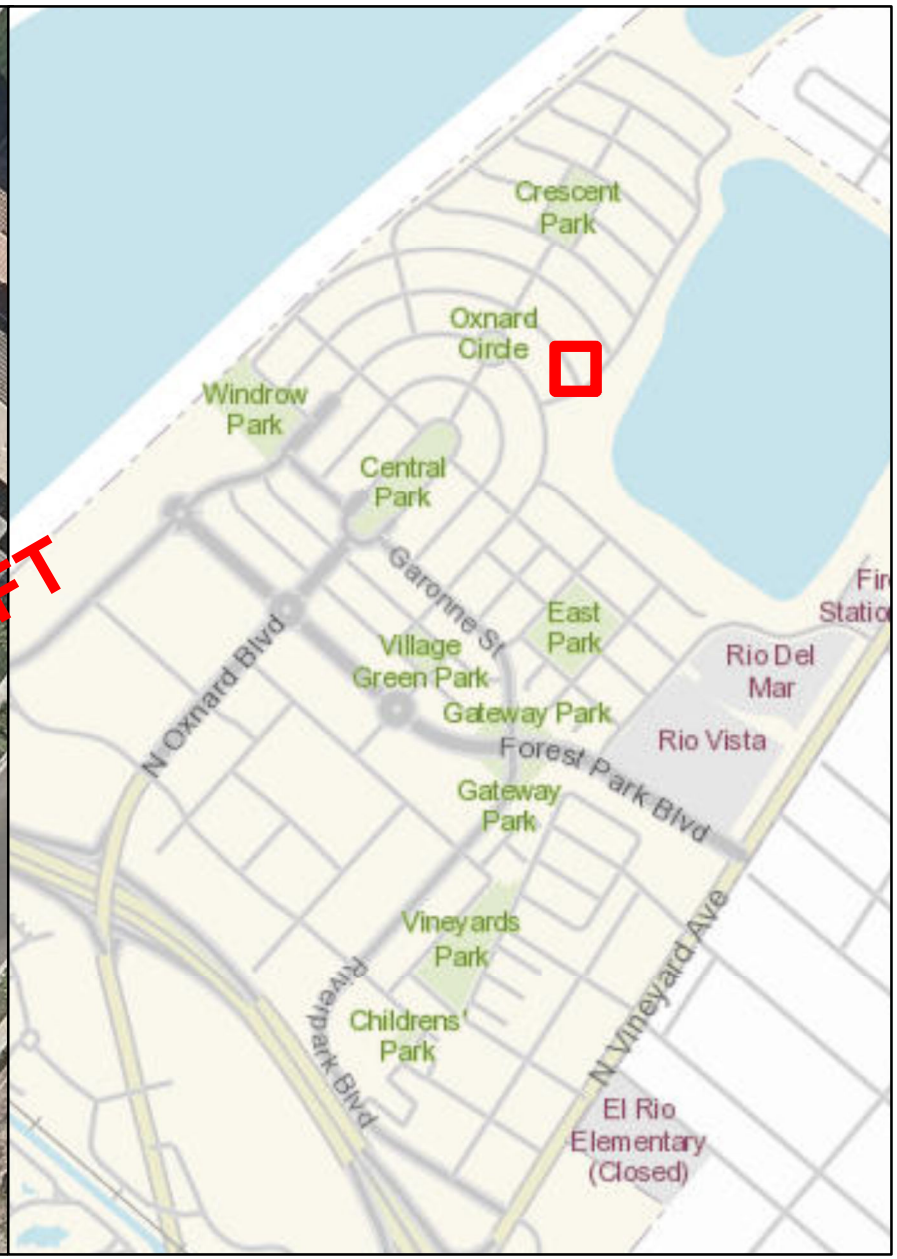


N W E S 394

# Filtration Unit No. 190






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 5

**Legend**

Filtration Unit

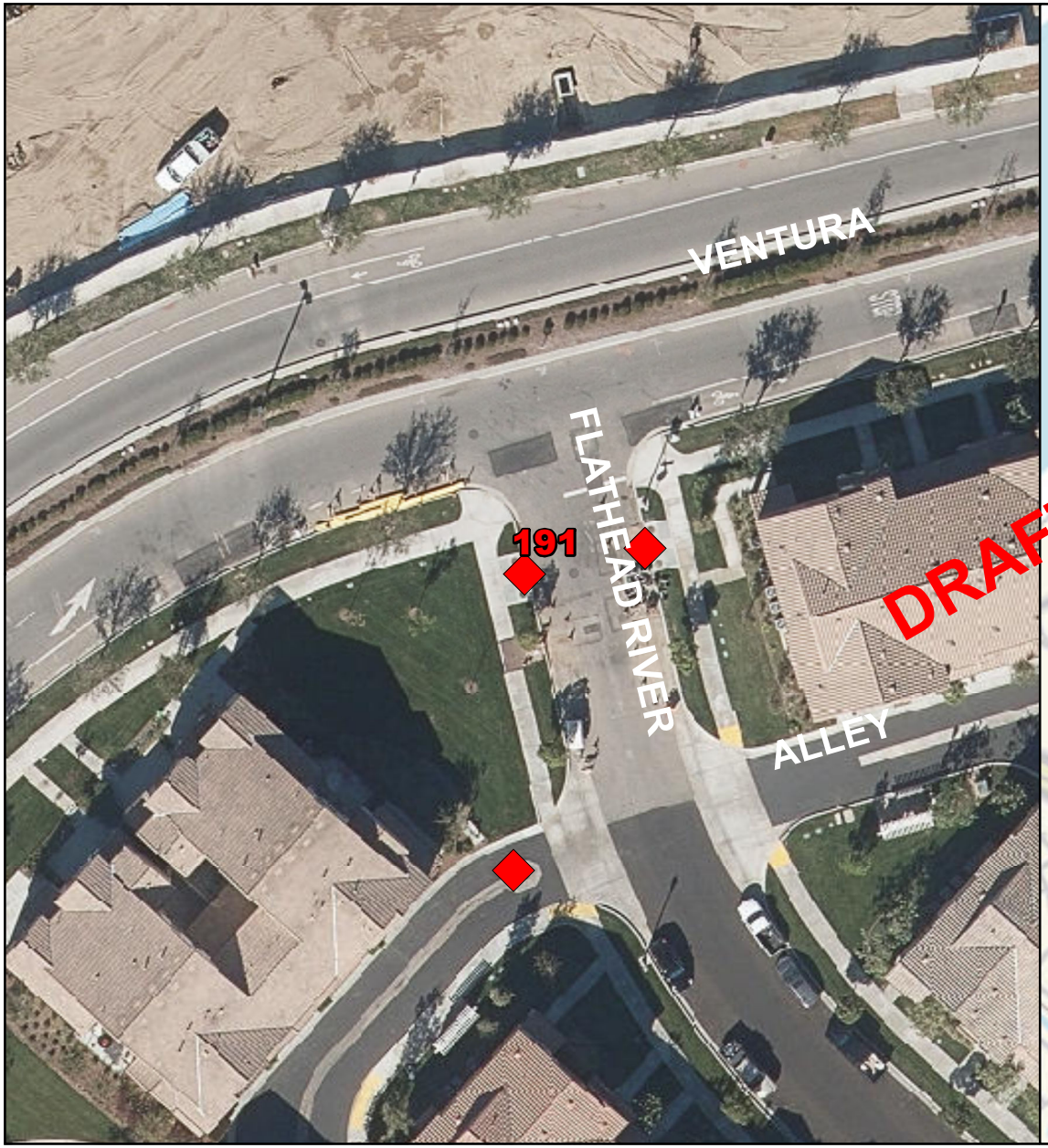
0 15 30 60 90 120 Feet

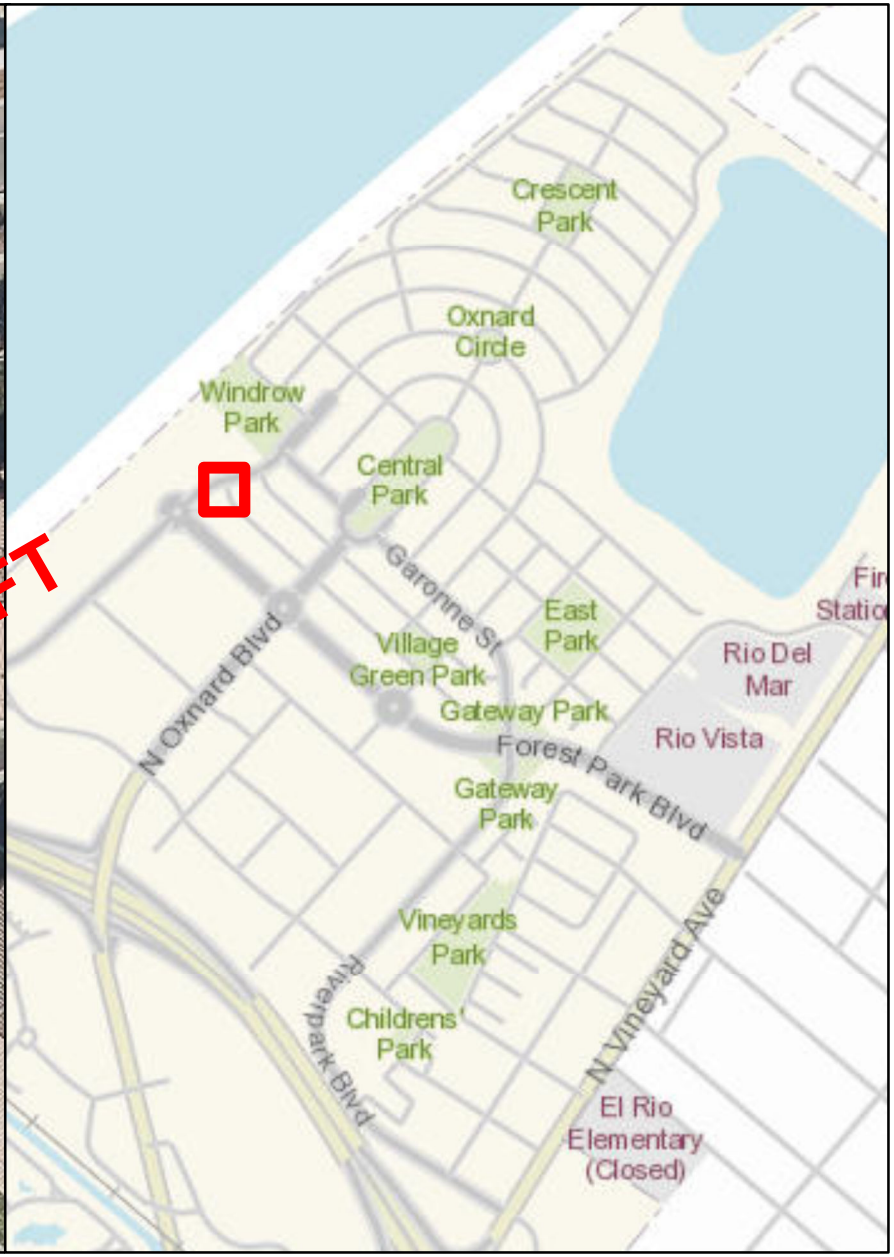


N W E S 395

# Filtration Unit No. 191






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

**Legend**

Filtration Unit

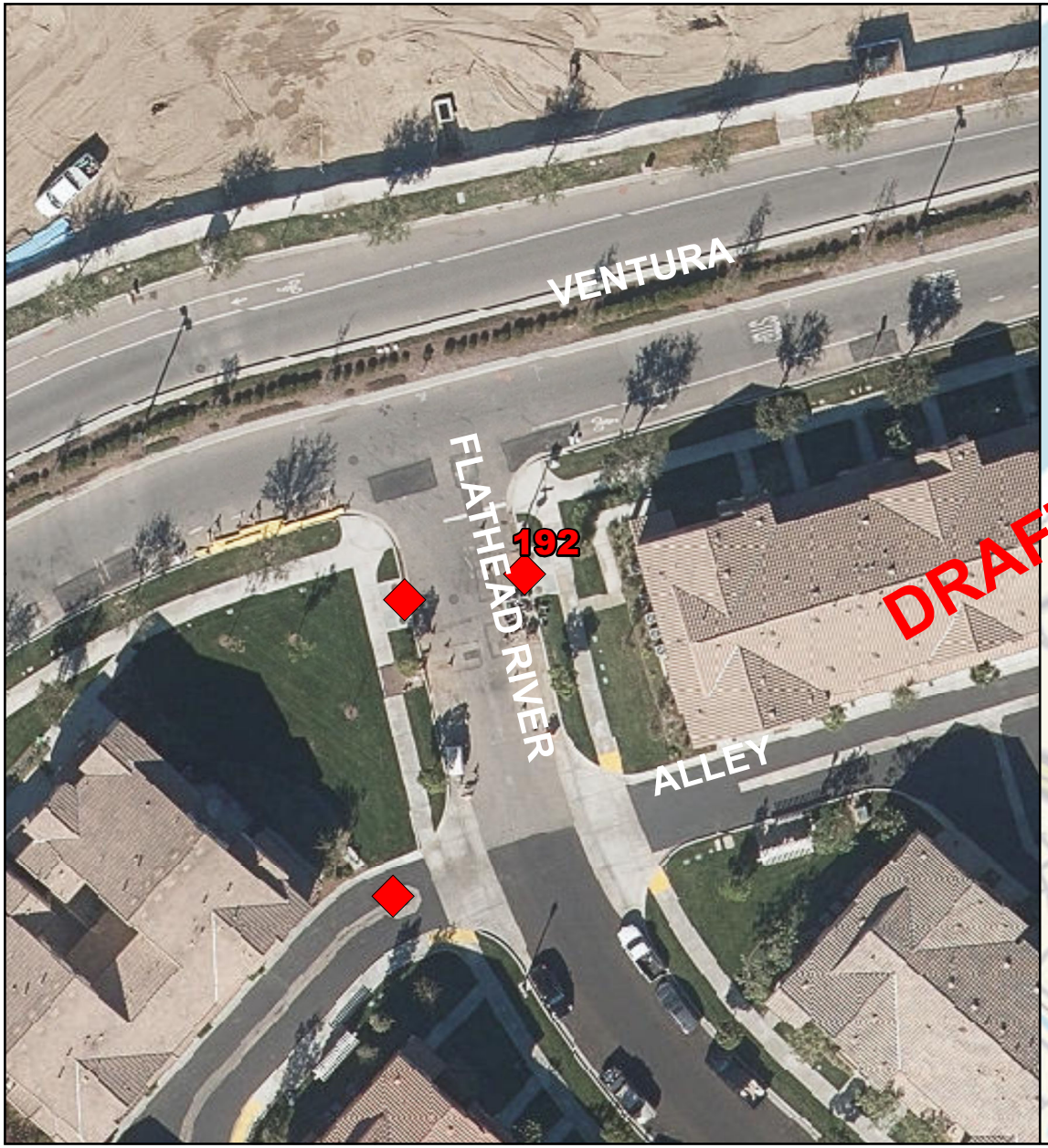
0 15 30 60 90 120 Feet

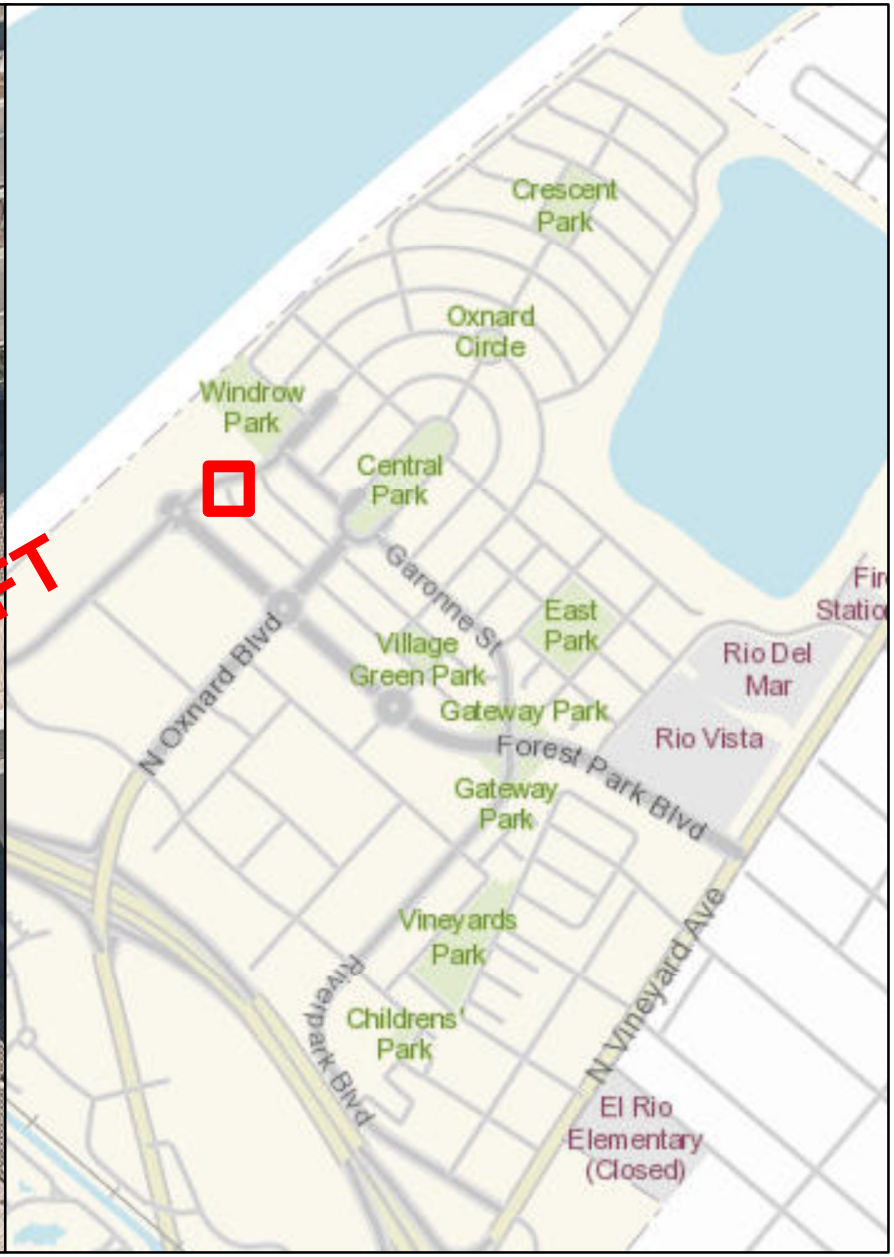


N W E S

# Filtration Unit No. 192






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

**Legend**

Filtration Unit

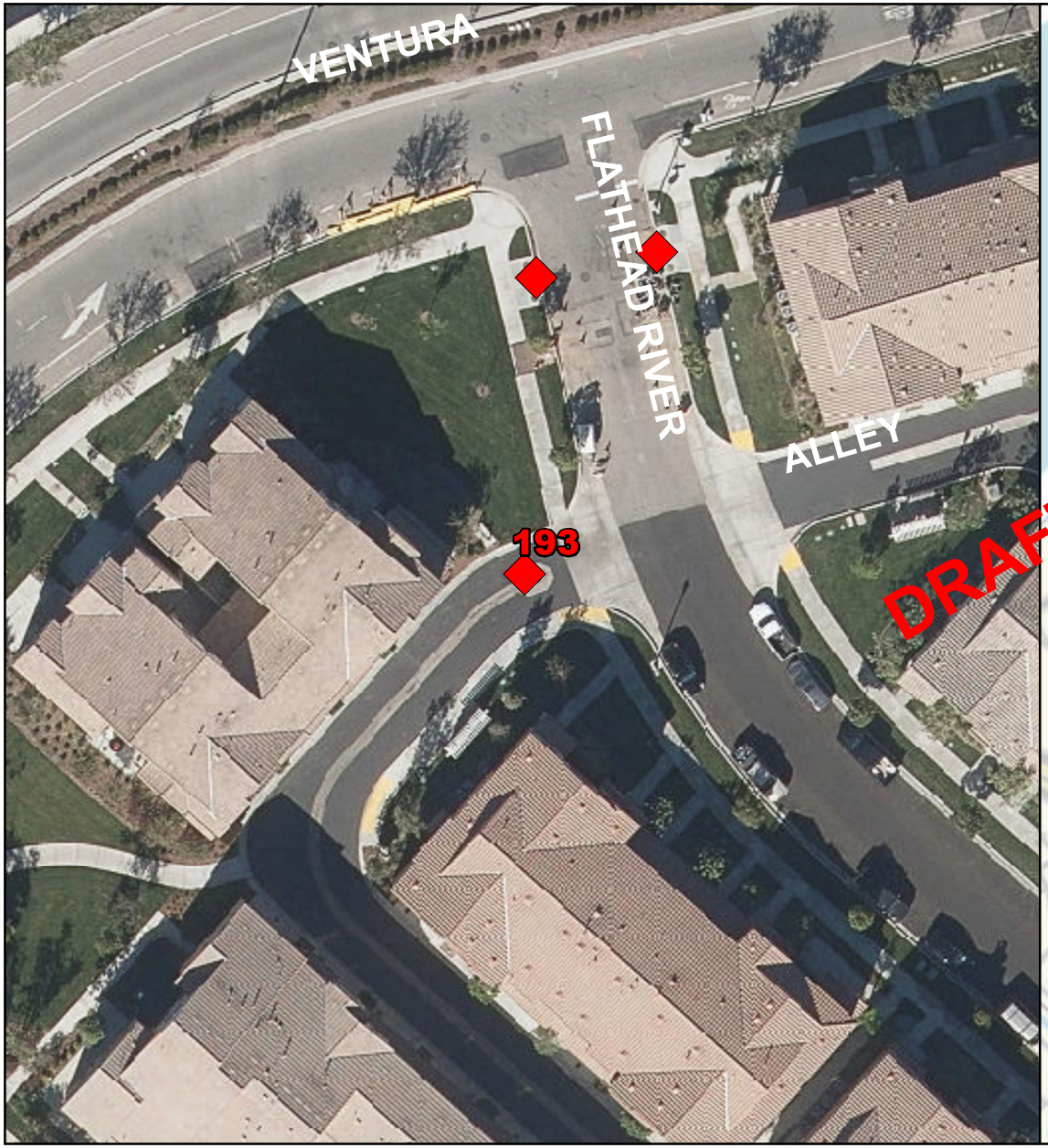
0 15 30 60 90 120 Feet

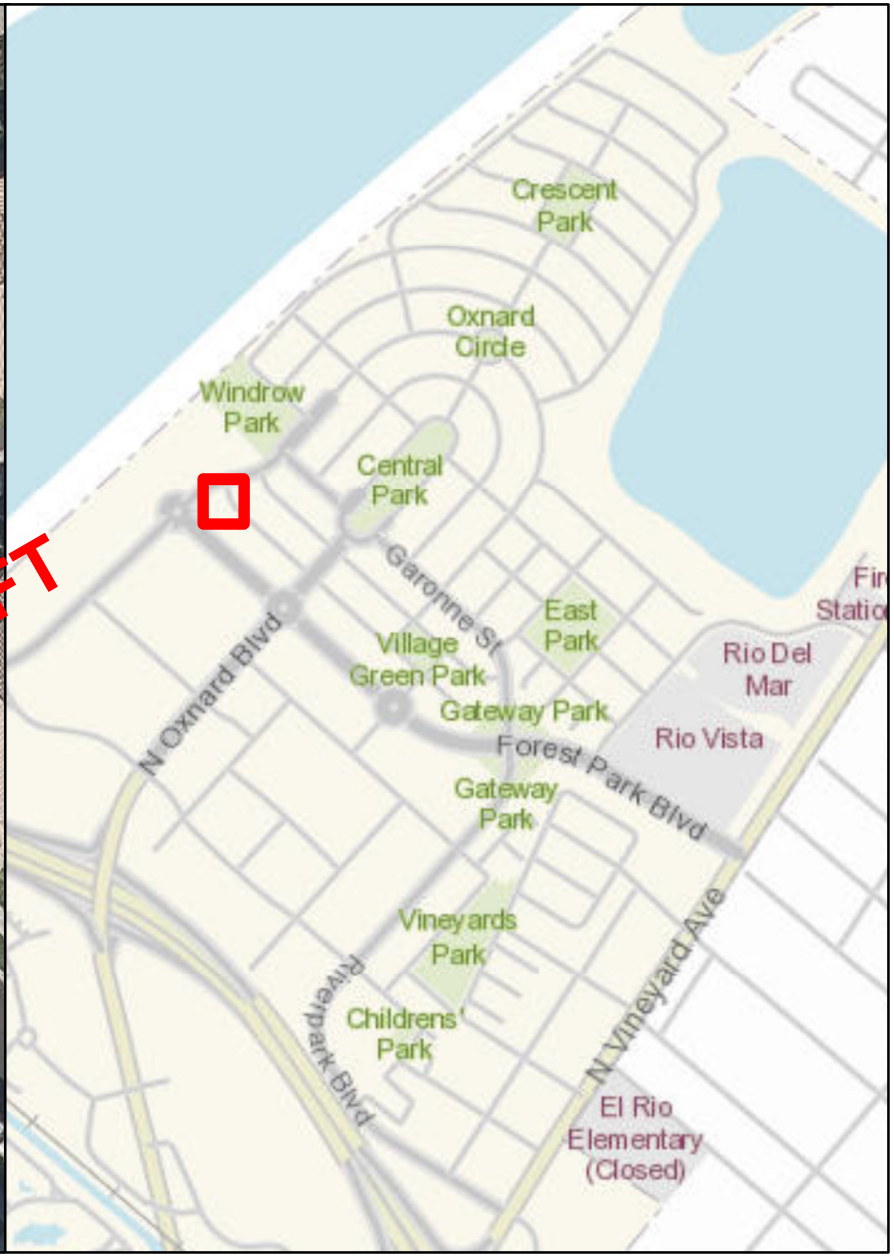


N W E S

# Filtration Unit No. 193






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 6

**Legend**

Filtration Unit

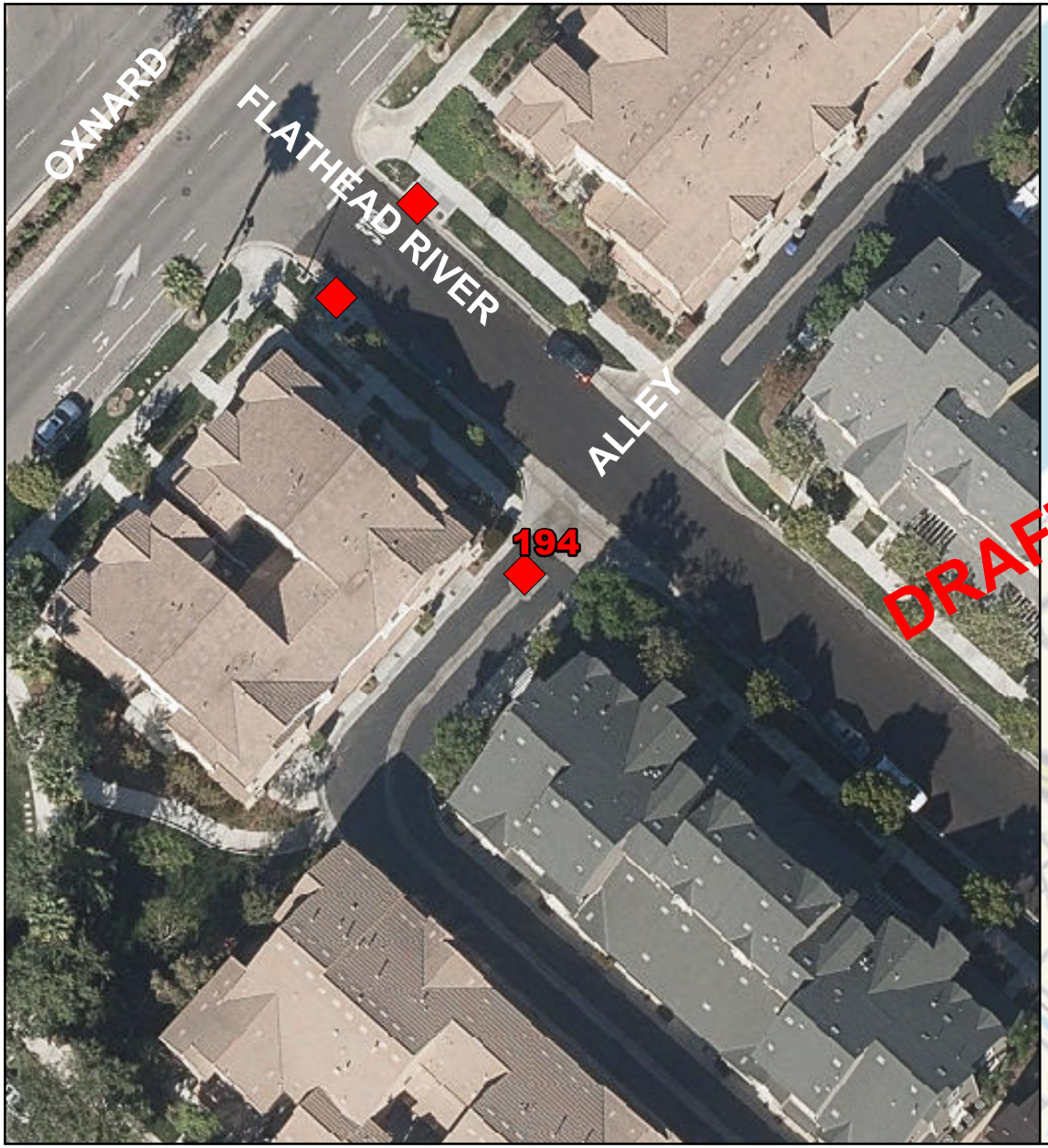
0 15 30 60 90 120 Feet

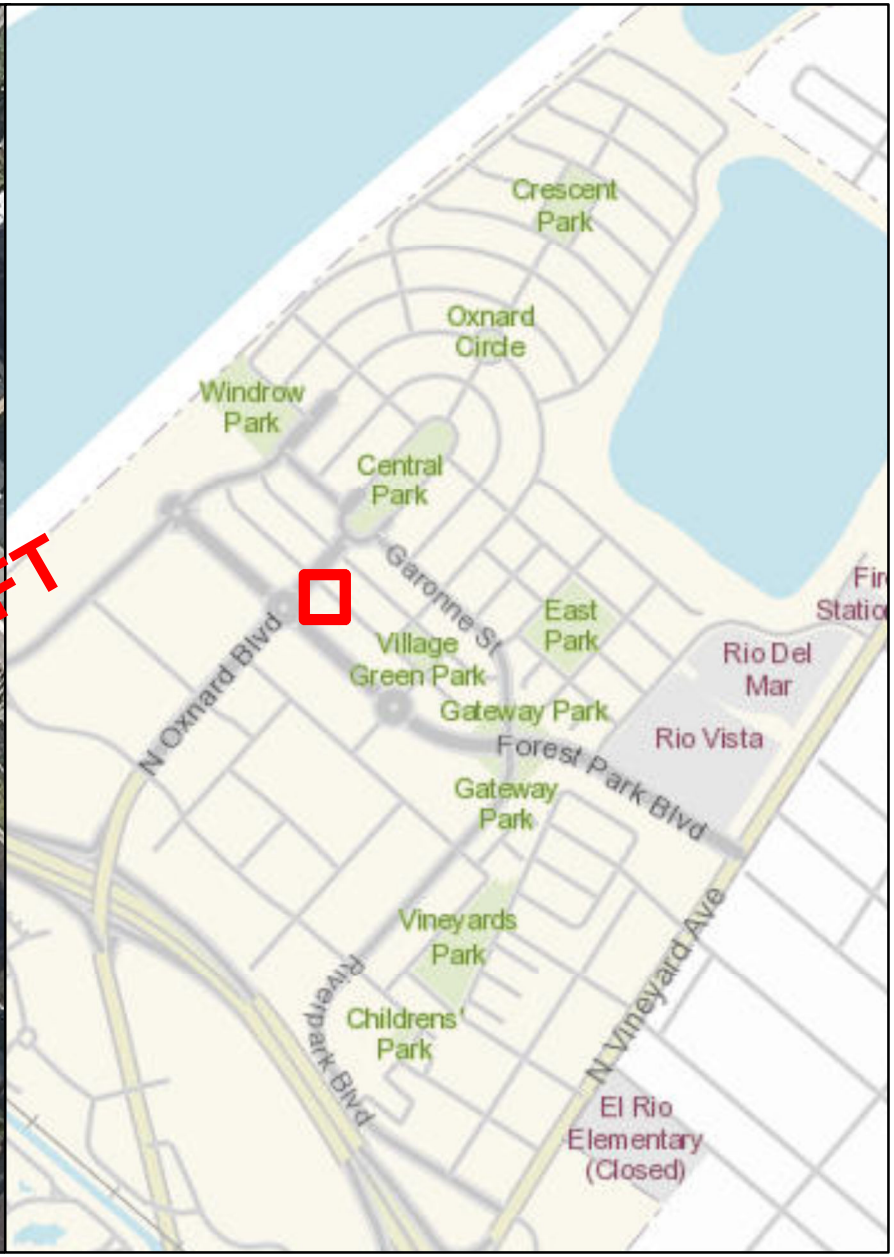


N W E S

# Filtration Unit No. 194






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

**Legend**

Filtration Unit

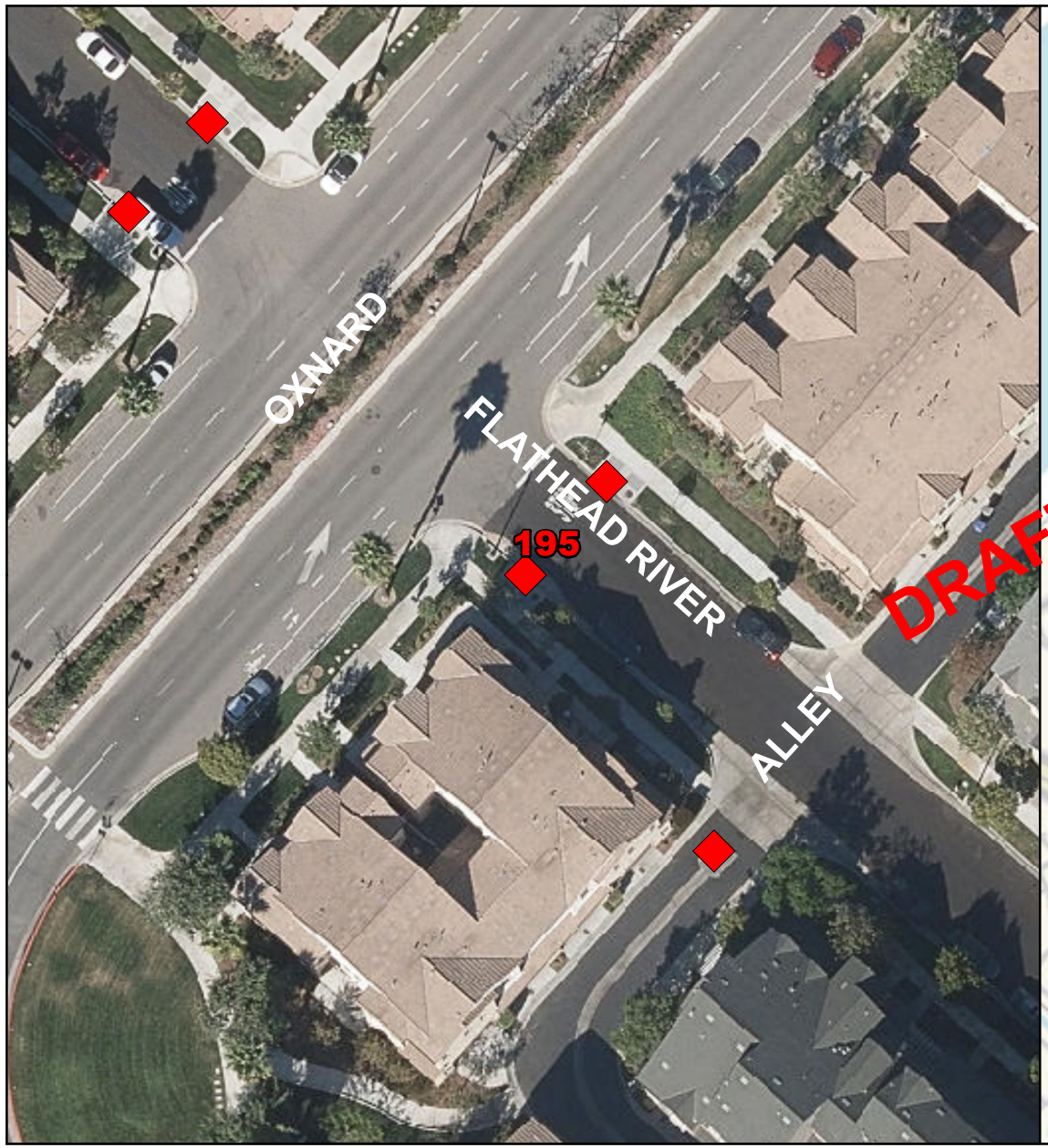
0 15 30 60 90 120 Feet

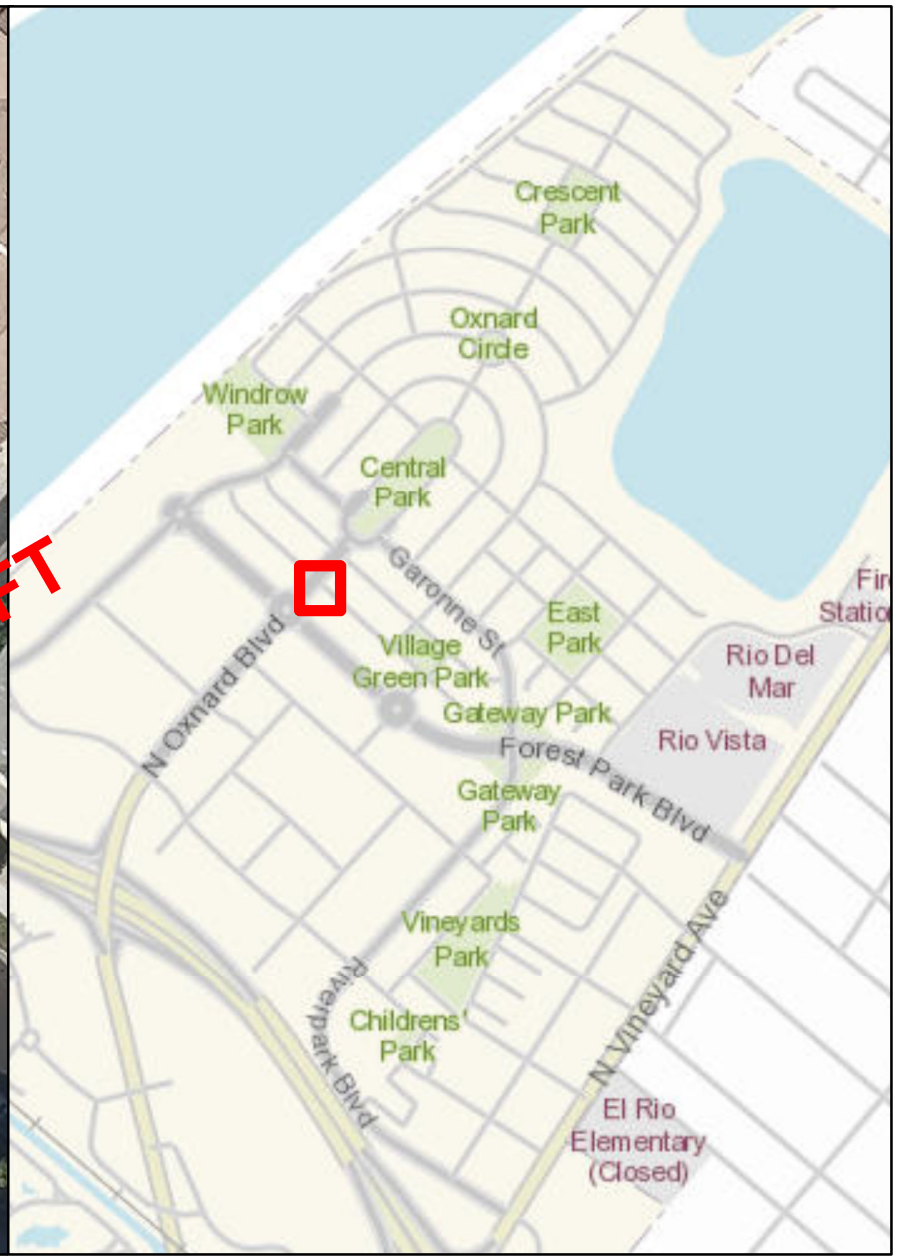


N W E S

# Filtration Unit No. 195






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

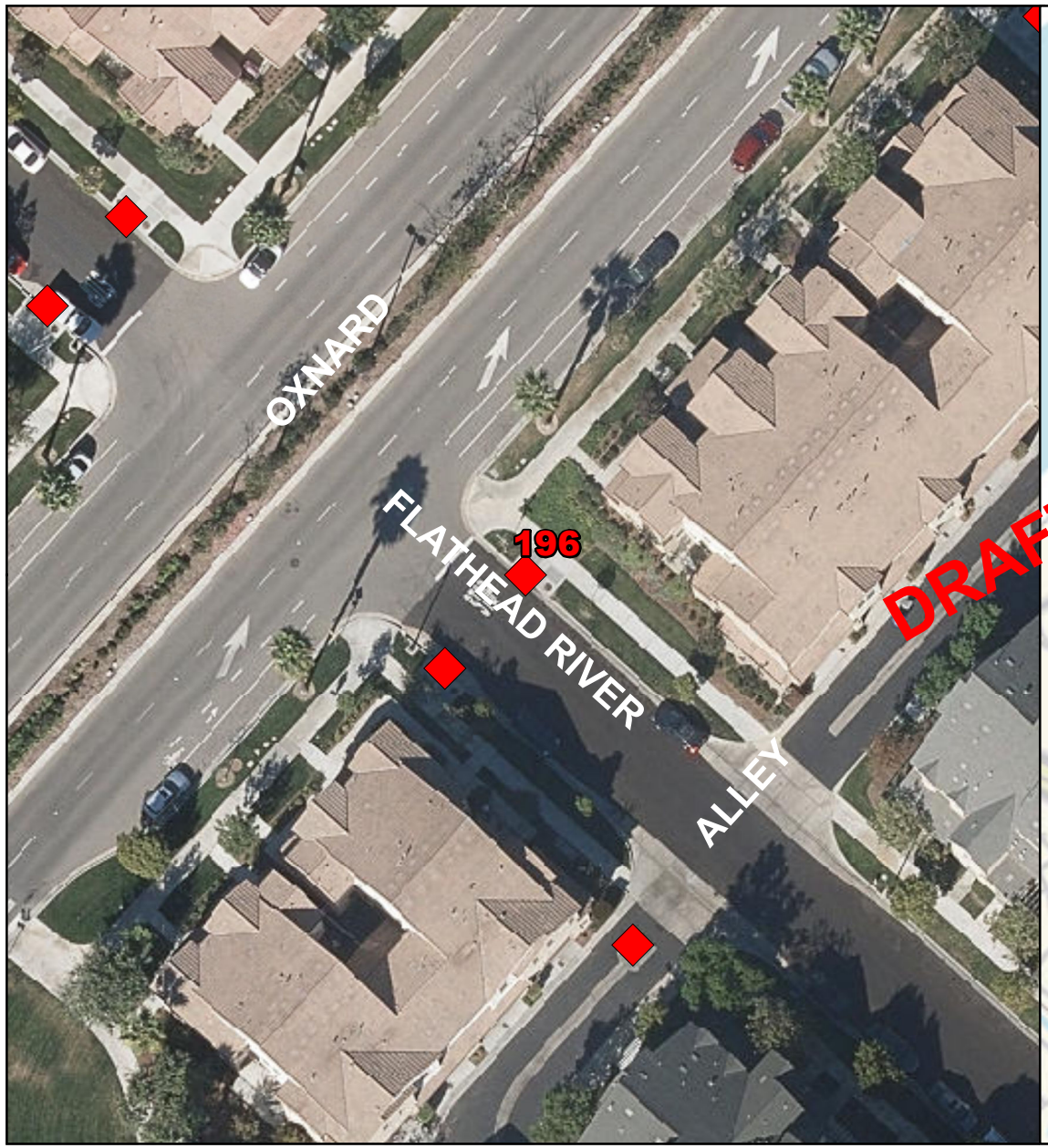


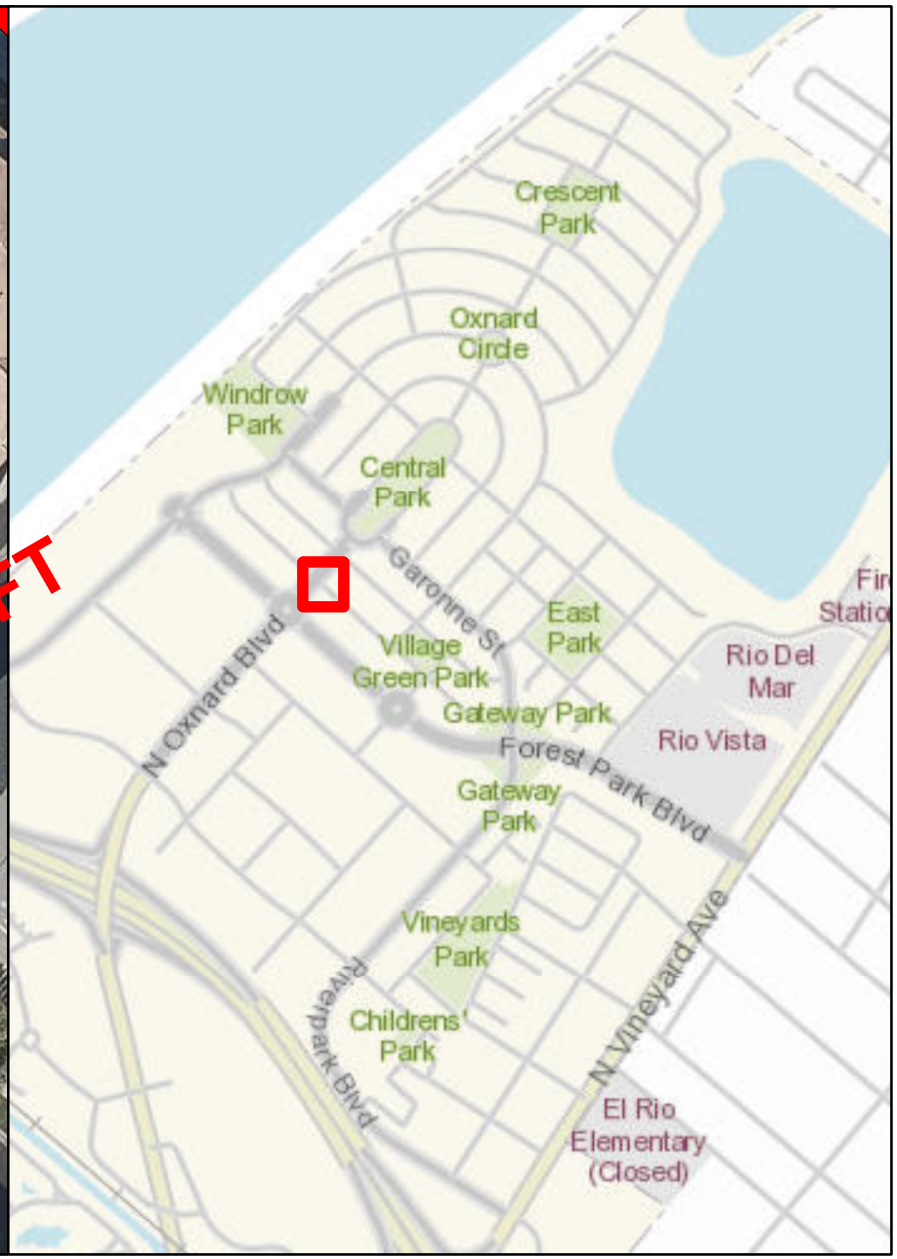
N W E S

400

# Filtration Unit No. 196






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

**Legend**

Filtration Unit

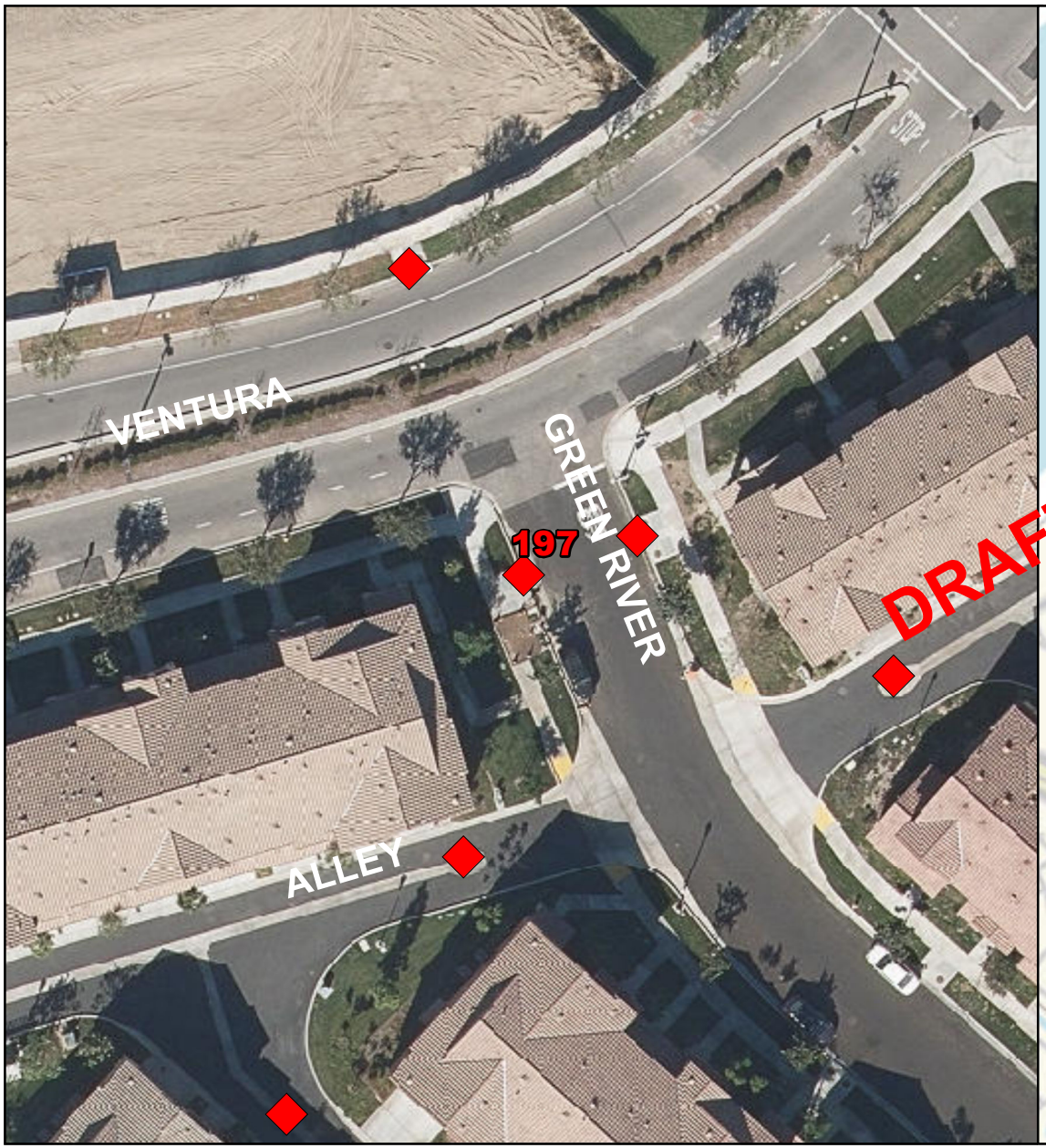
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 197









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

**Legend**

Filtration Unit

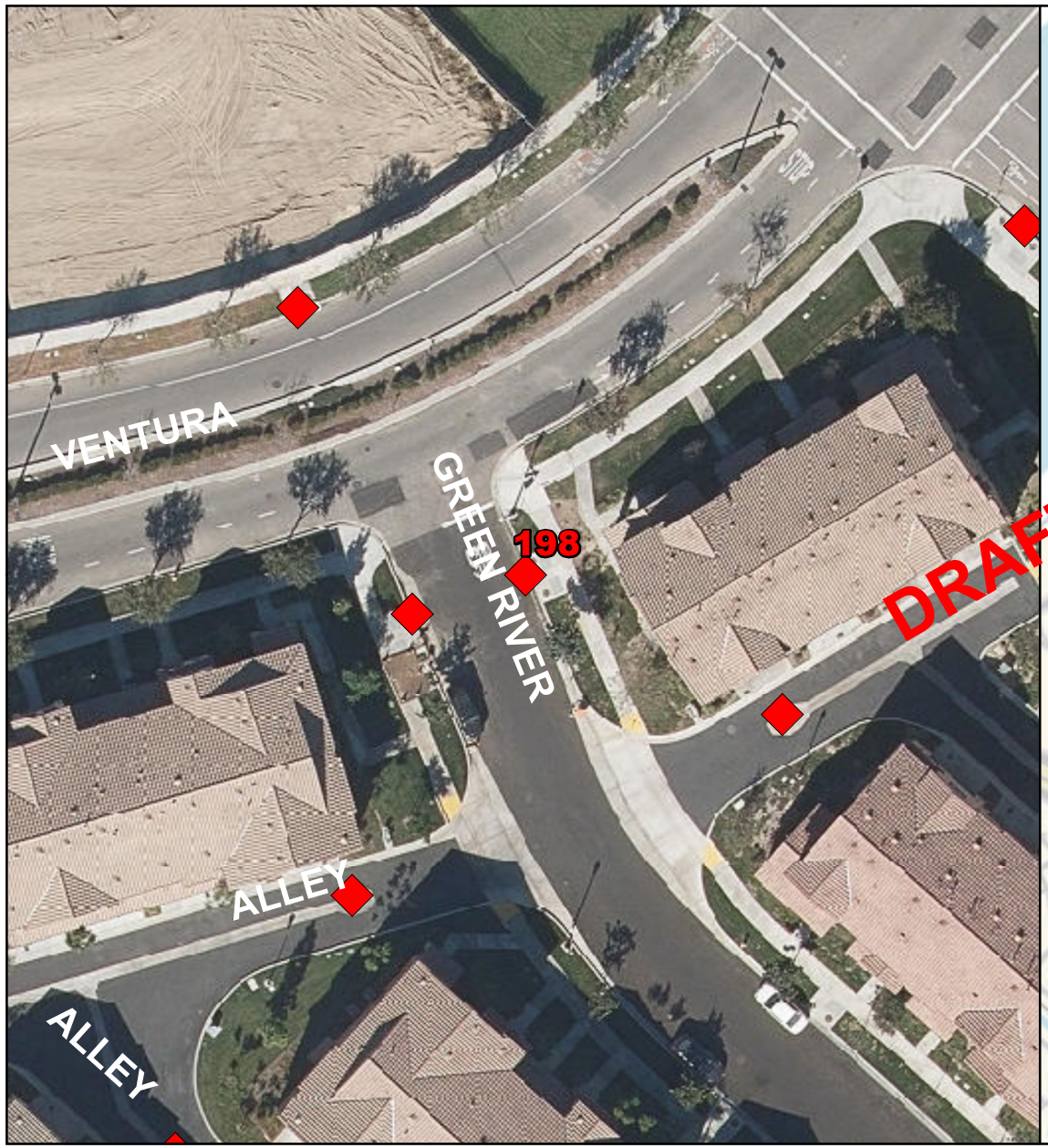
0 15 30 60 90 120 Feet

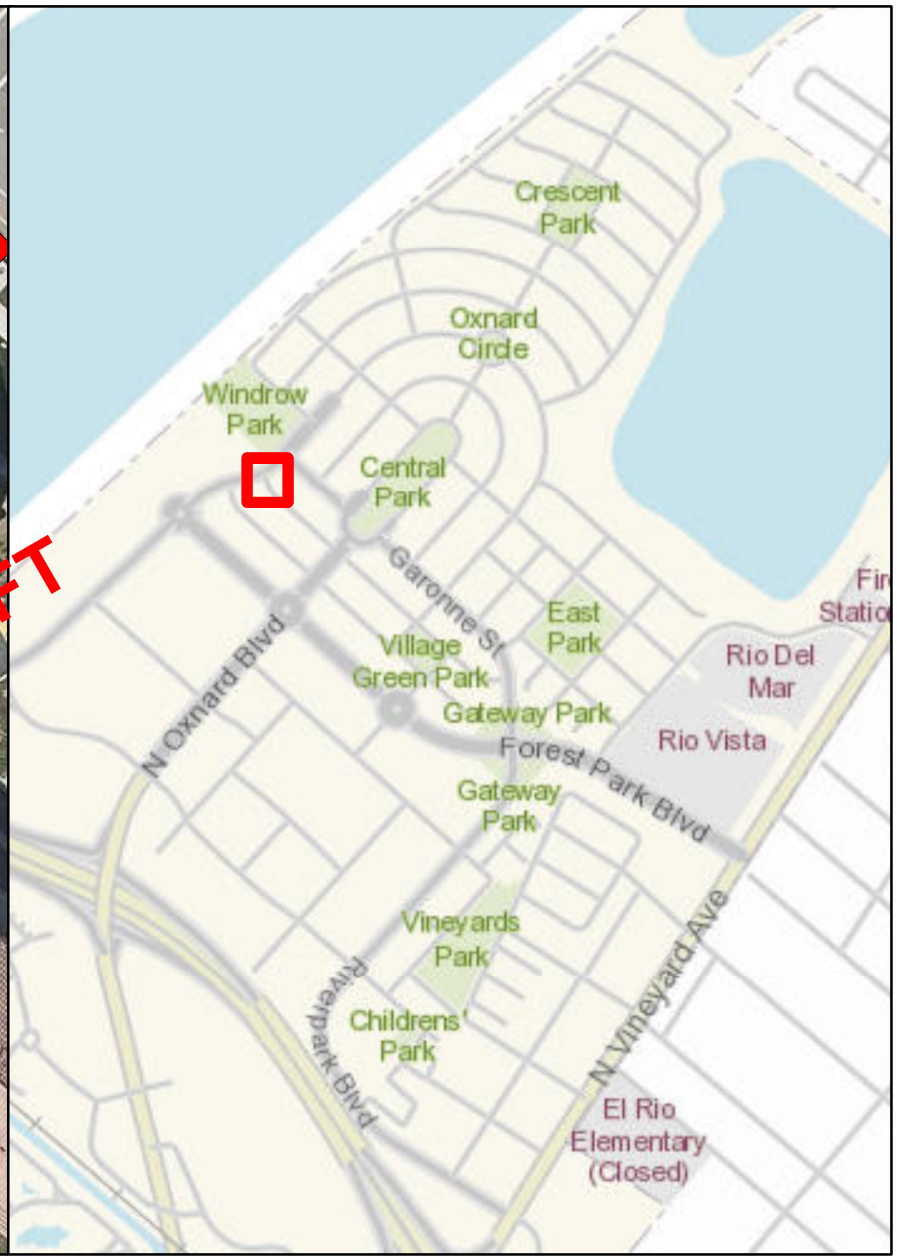


N W E S 402

# Filtration Unit No. 198






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 2

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

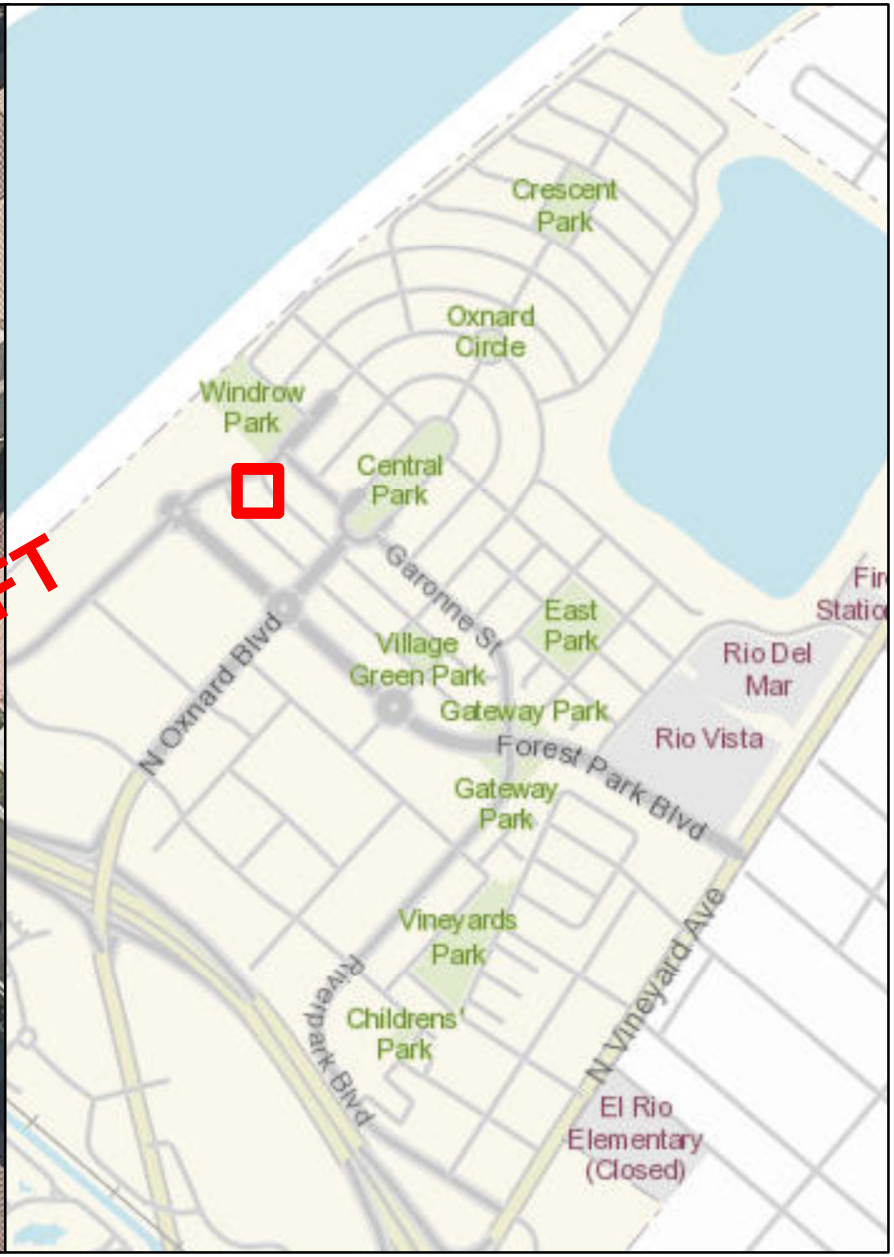


N W E S

# Filtration Unit No. 199






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

**Legend**

Filtration Unit

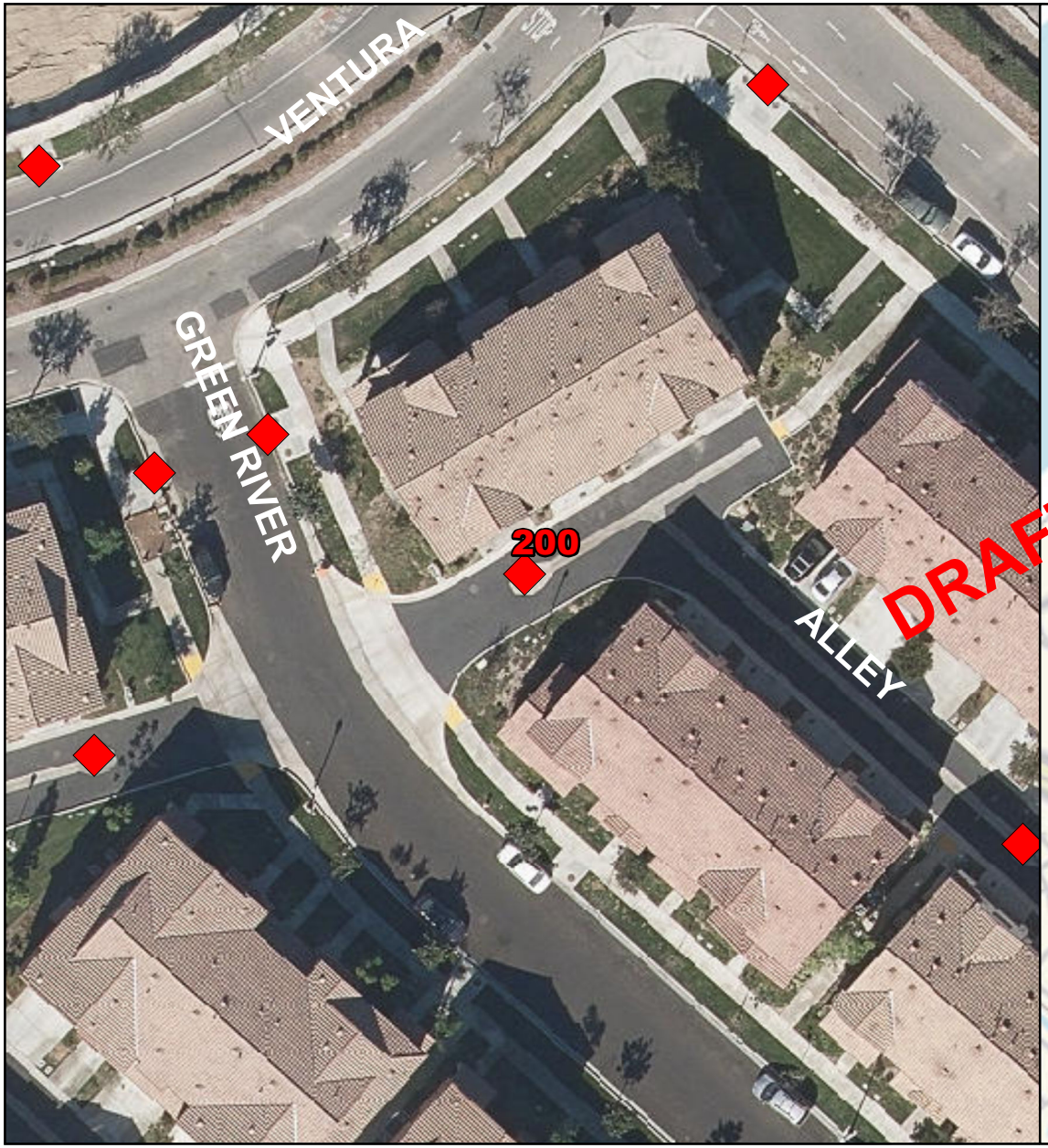
0 15 30 60 90 120 Feet

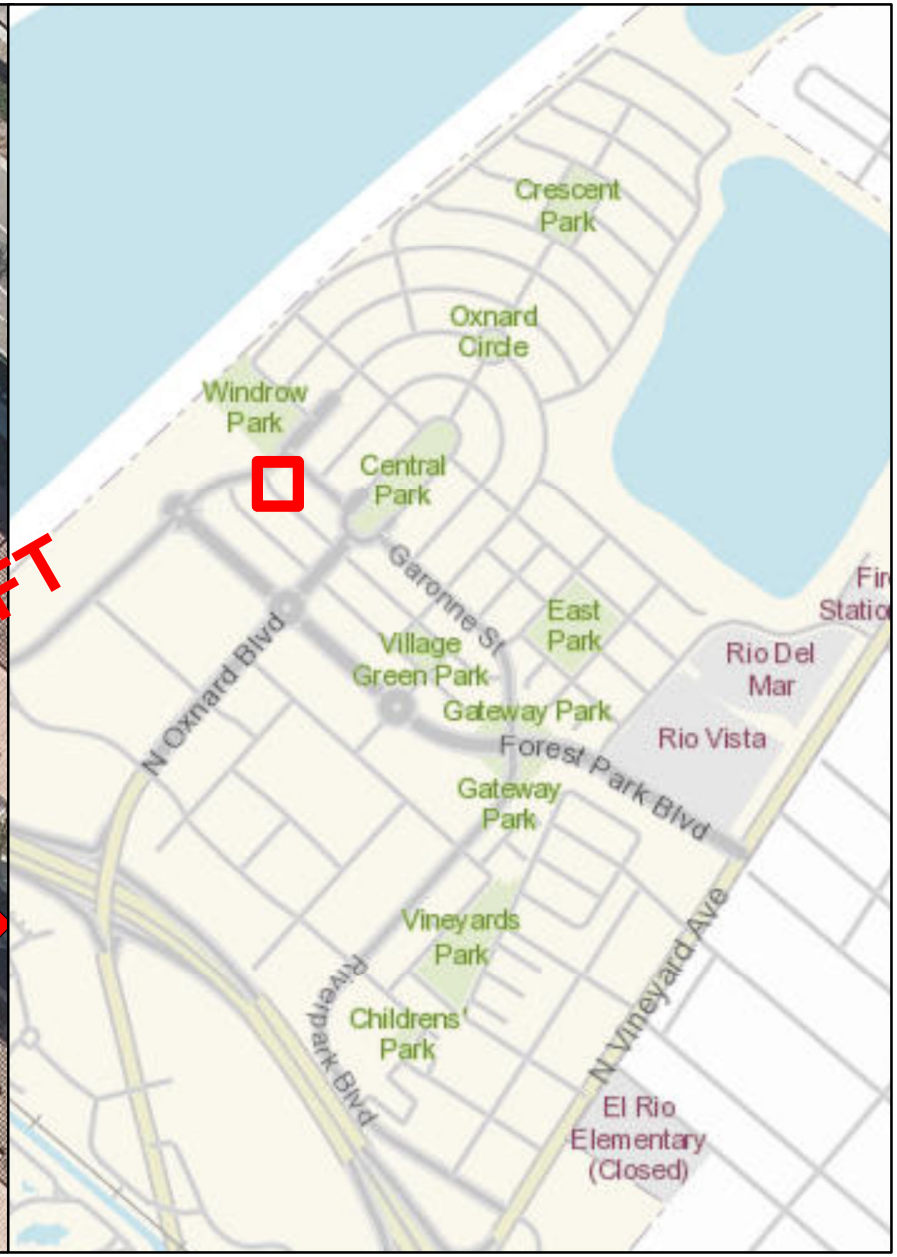


N W E S 404

# Filtration Unit No. 200






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 201









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 202









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

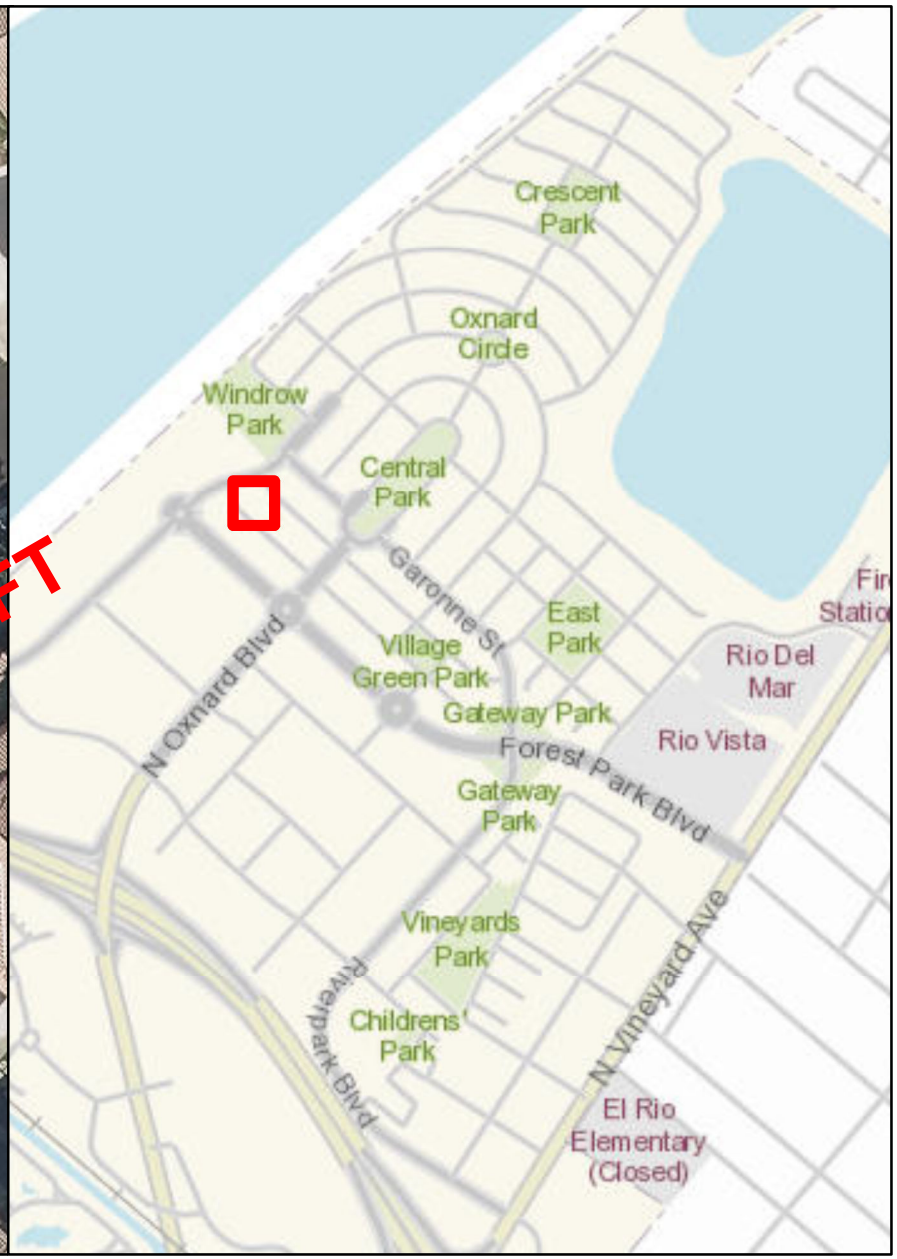


N W E S

# Filtration Unit No. 203






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is Unk

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

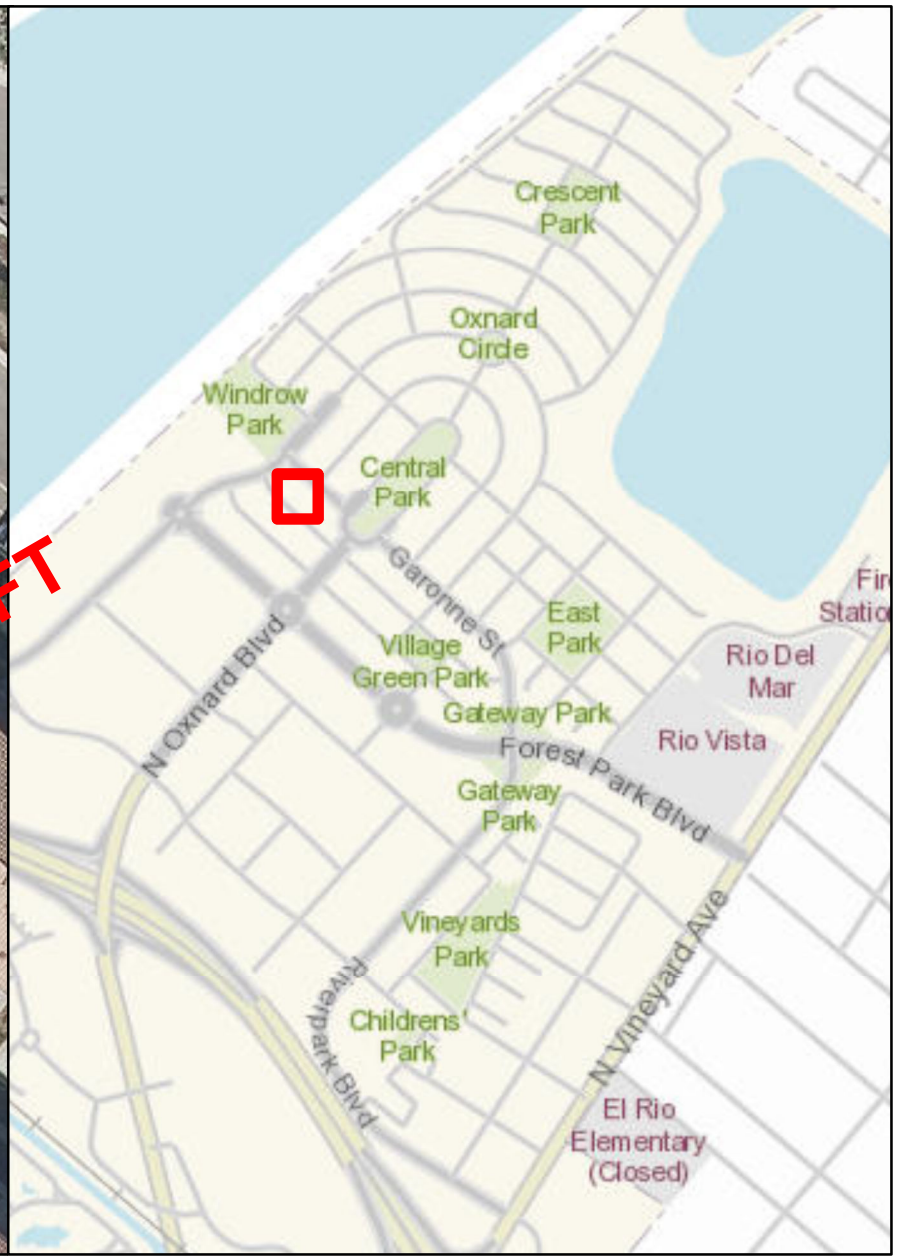


N W E S 408

# Filtration Unit No. 204






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is Unk

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

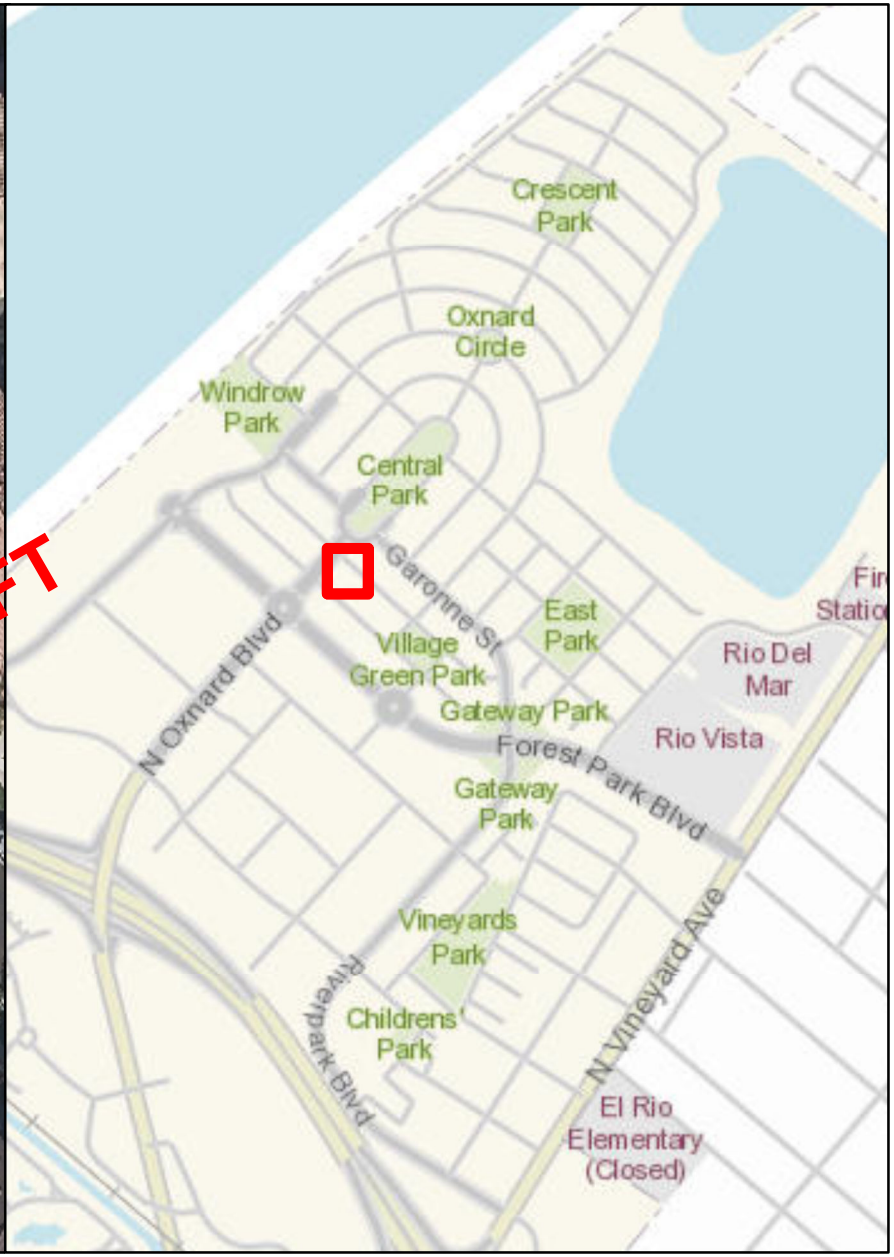


N W E S

# Filtration Unit No. 205






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 6

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

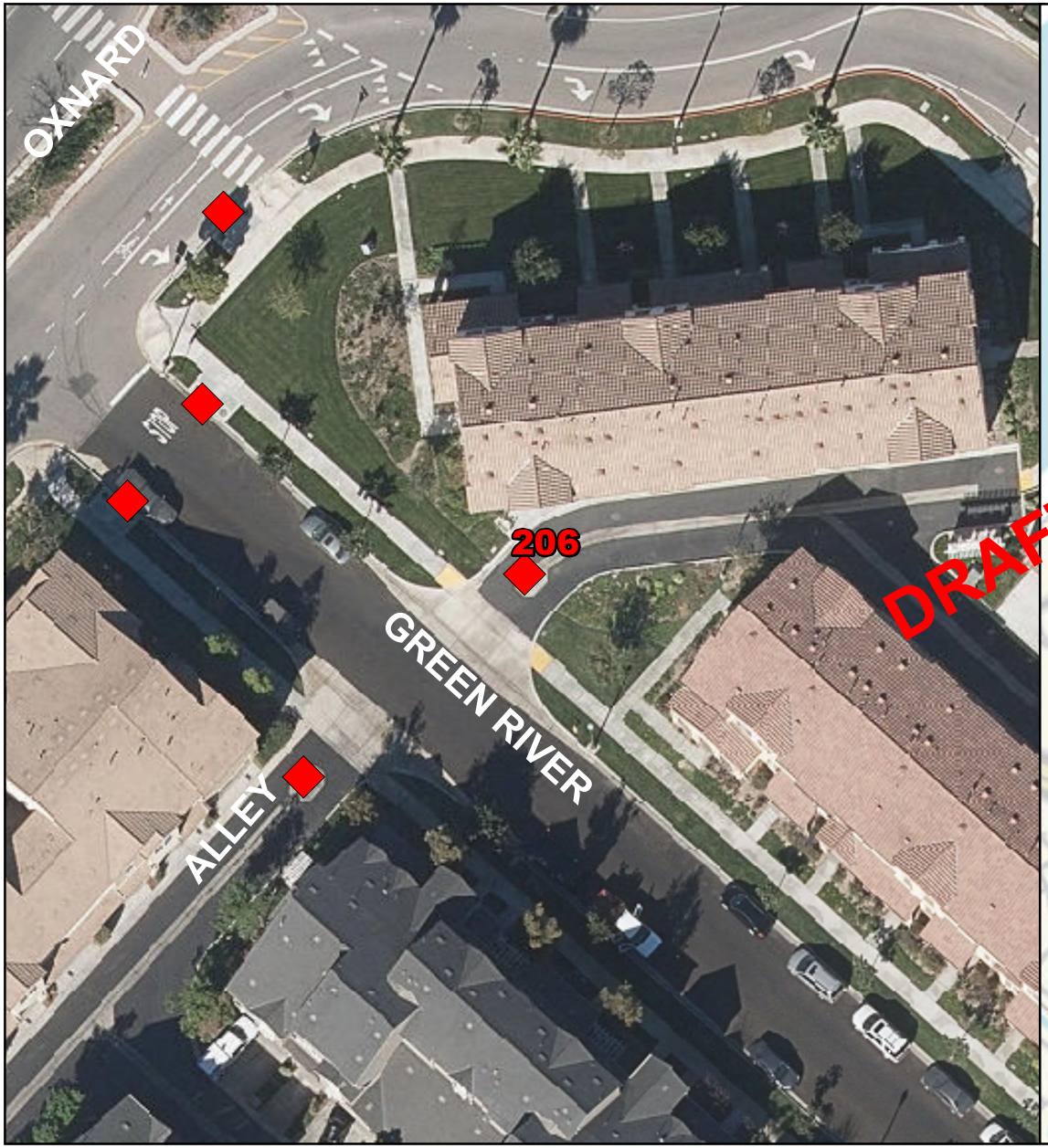


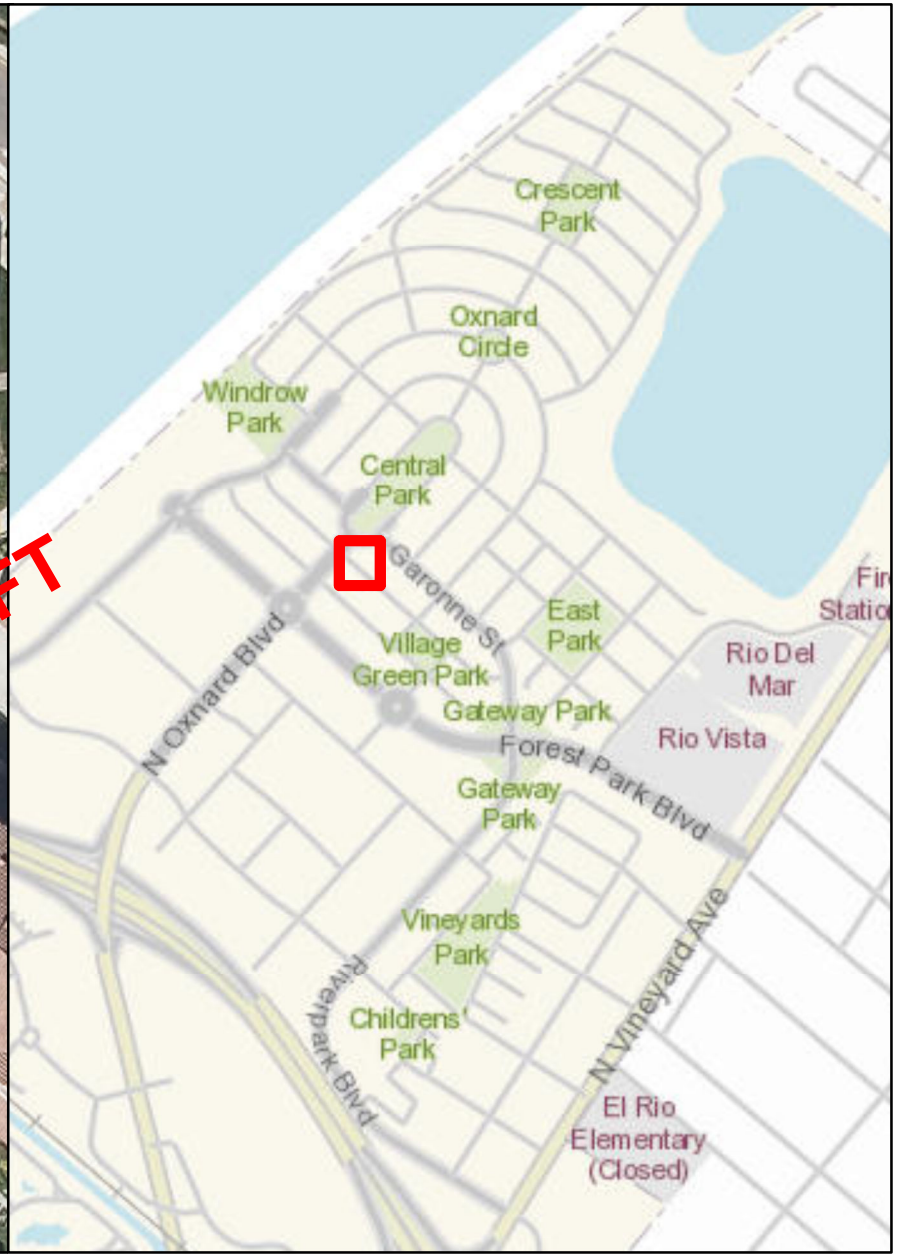
N W E S

410

# Filtration Unit No. 206






## STORMFILTER GRATE INLET - 60"

Number of Cartridges is 2

**Legend**

Filtration Unit

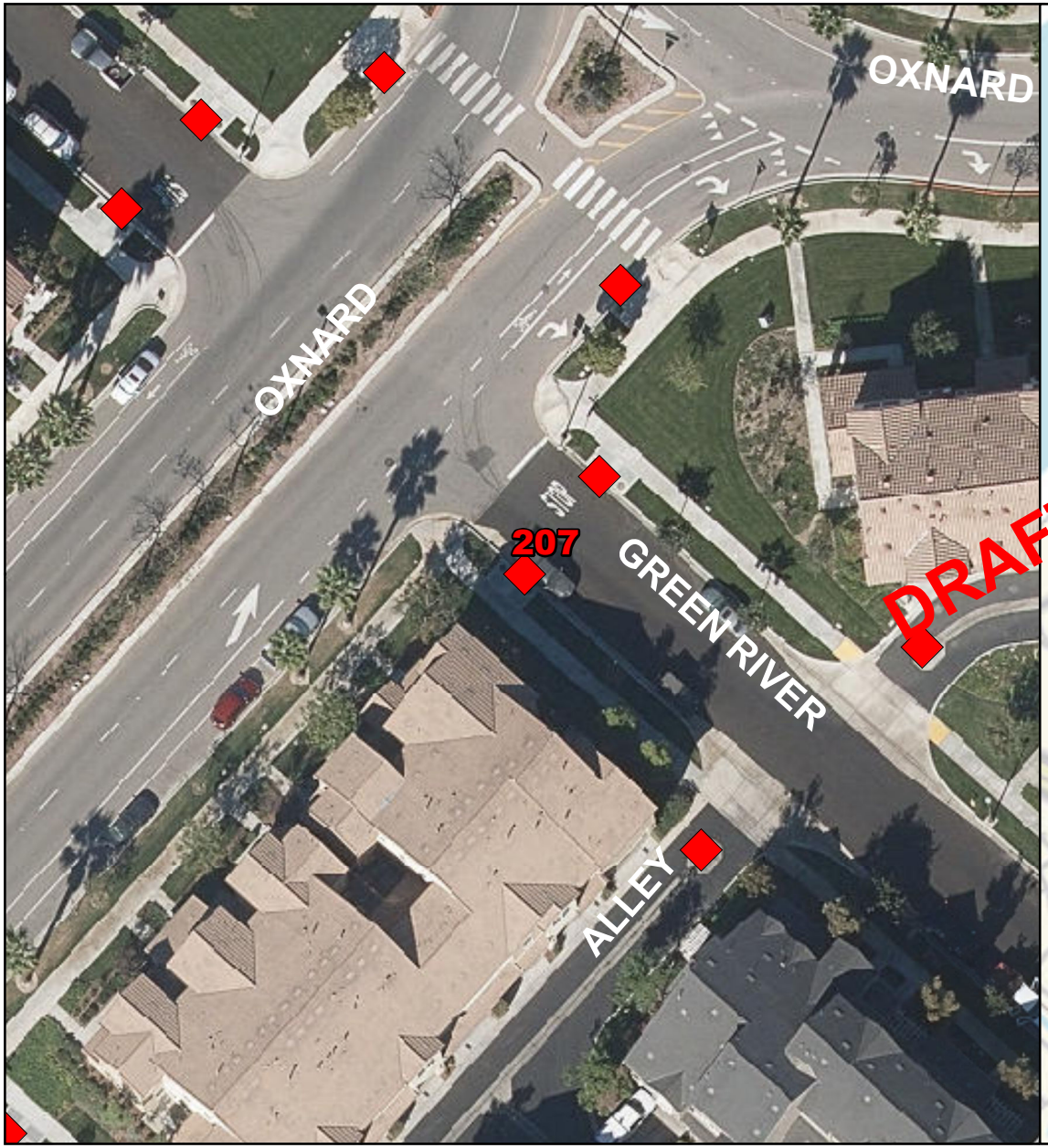
0 15 30 60 90 120 Feet

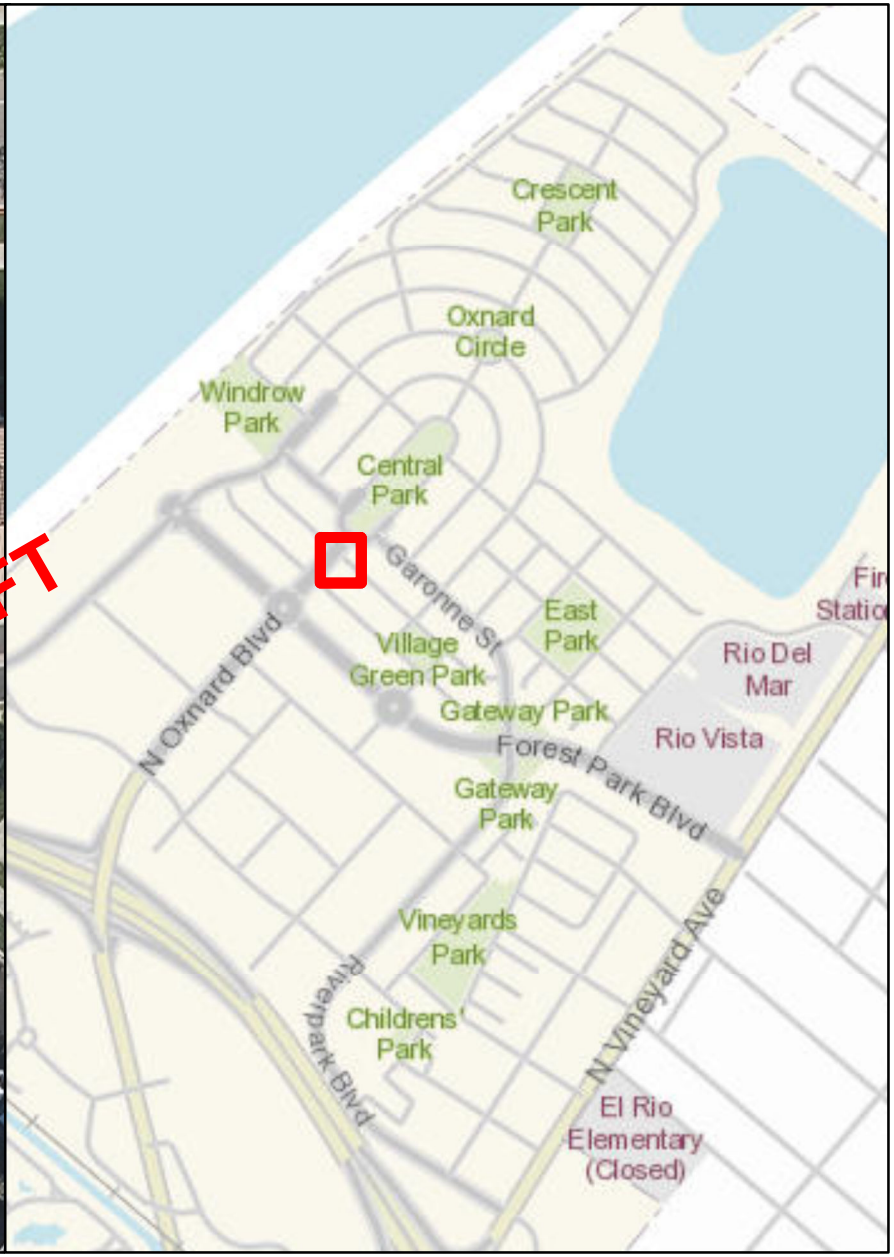


N W E S

# Filtration Unit No. 207






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 7

**Legend**

Filtration Unit

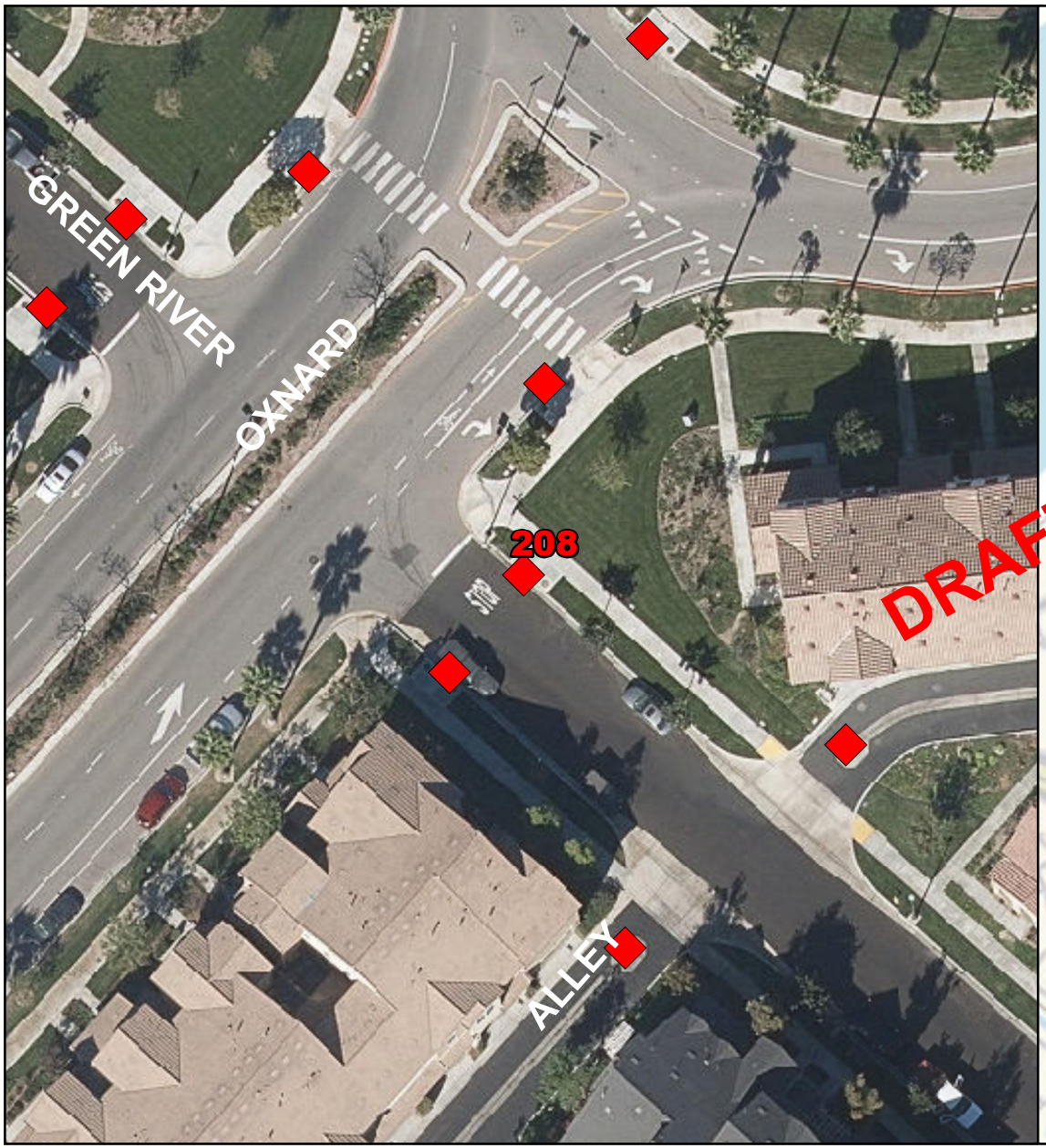
0 15 30 60 90 120 Feet

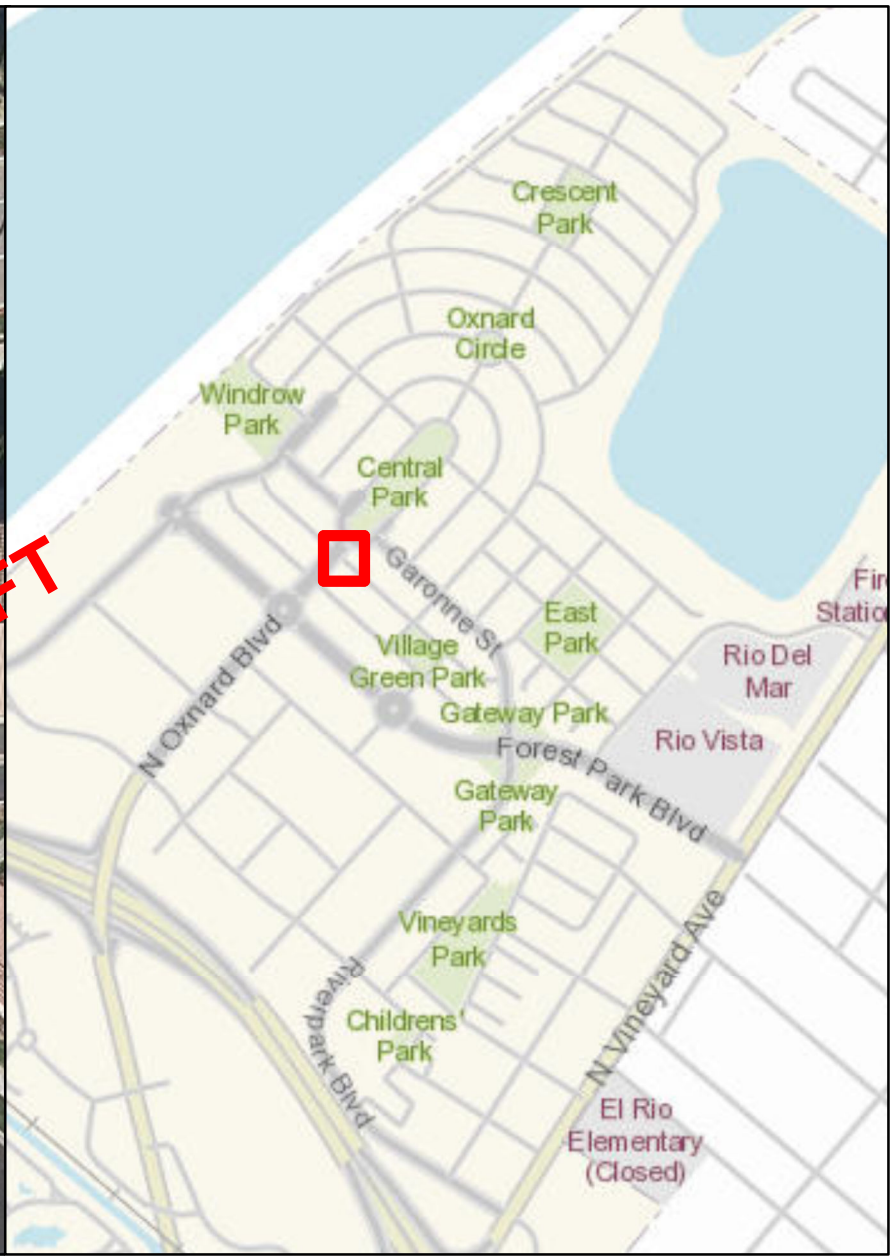


N W E S

# Filtration Unit No. 208






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

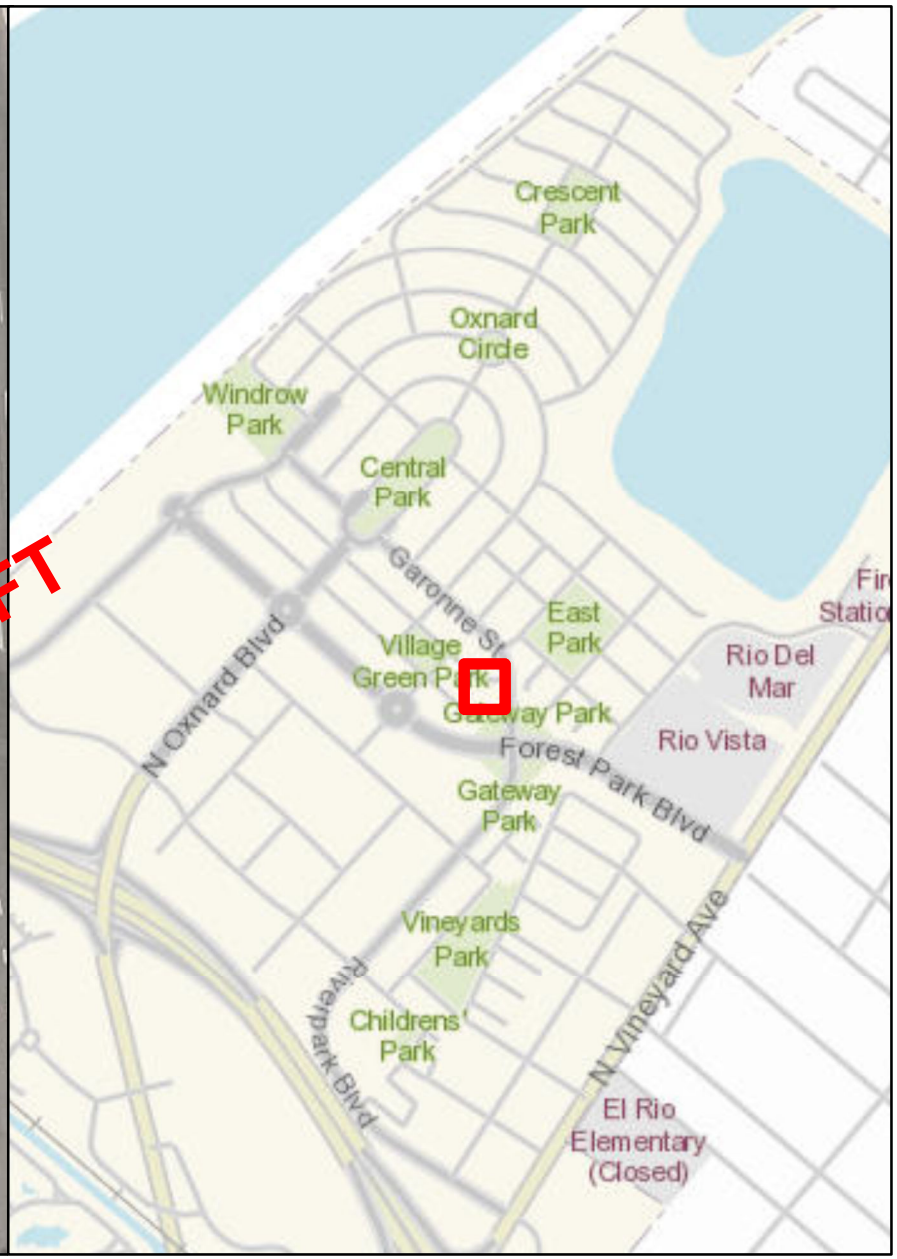


N W E S

# Filtration Unit No. 209






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 6

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

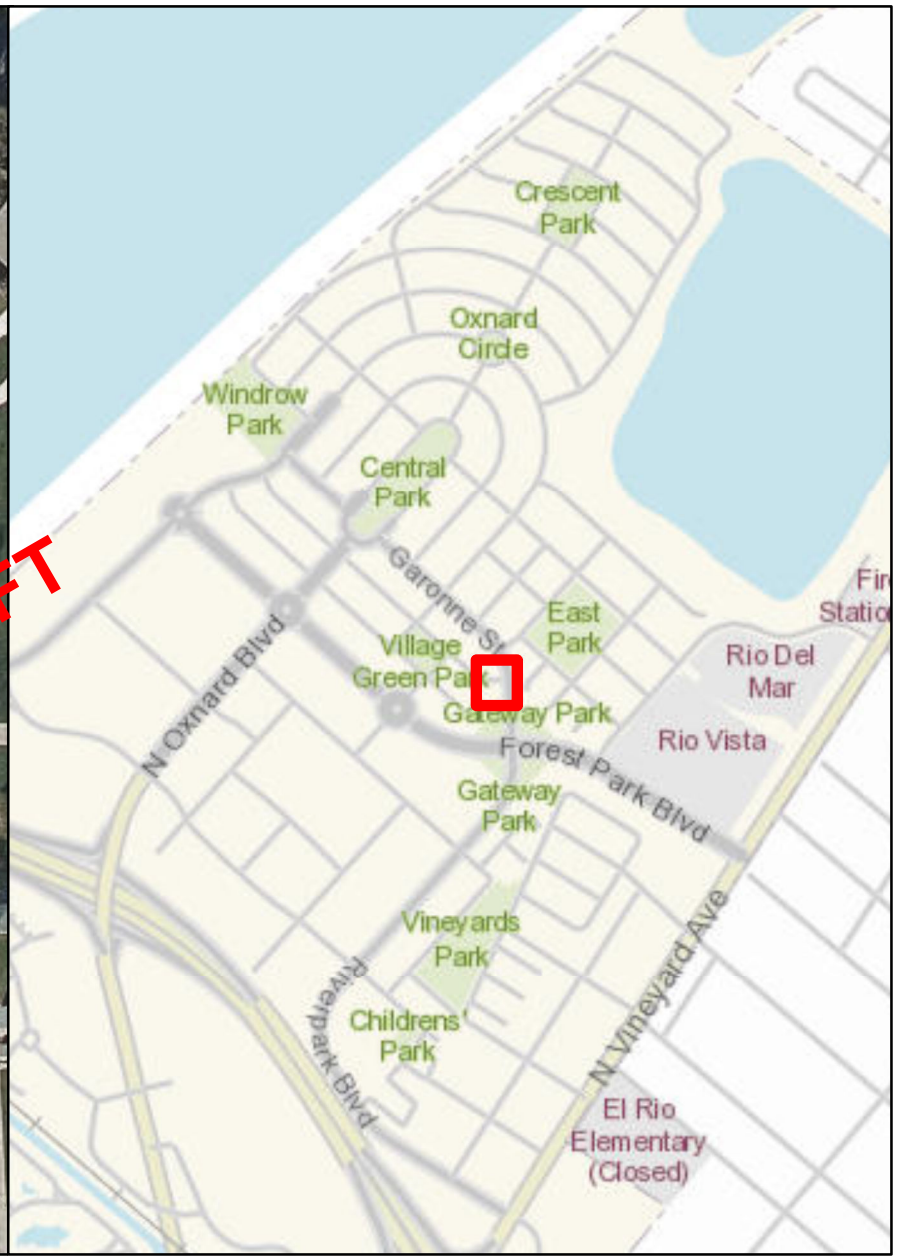


N W E S

# Filtration Unit No. 210






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

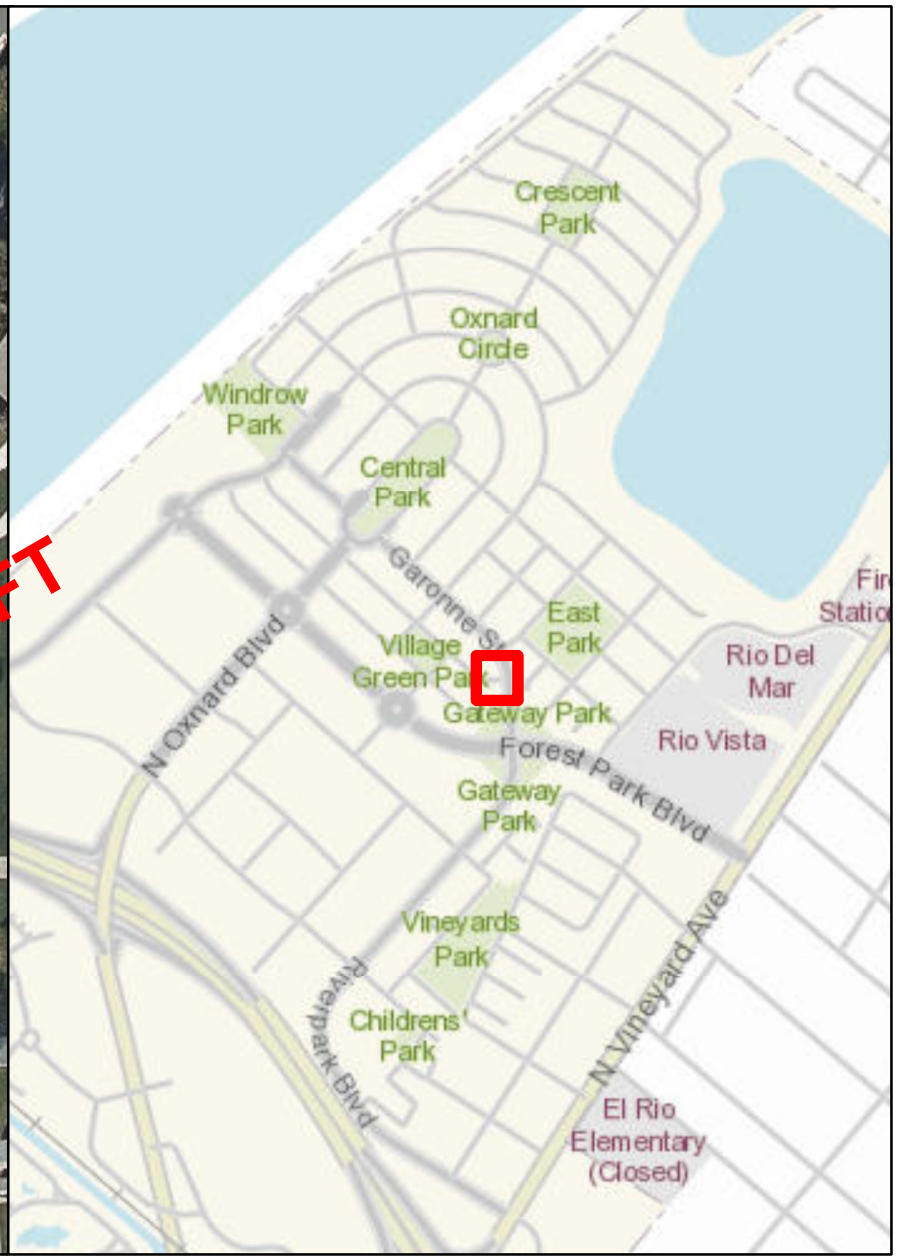


N W E S

# Filtration Unit No. 211






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

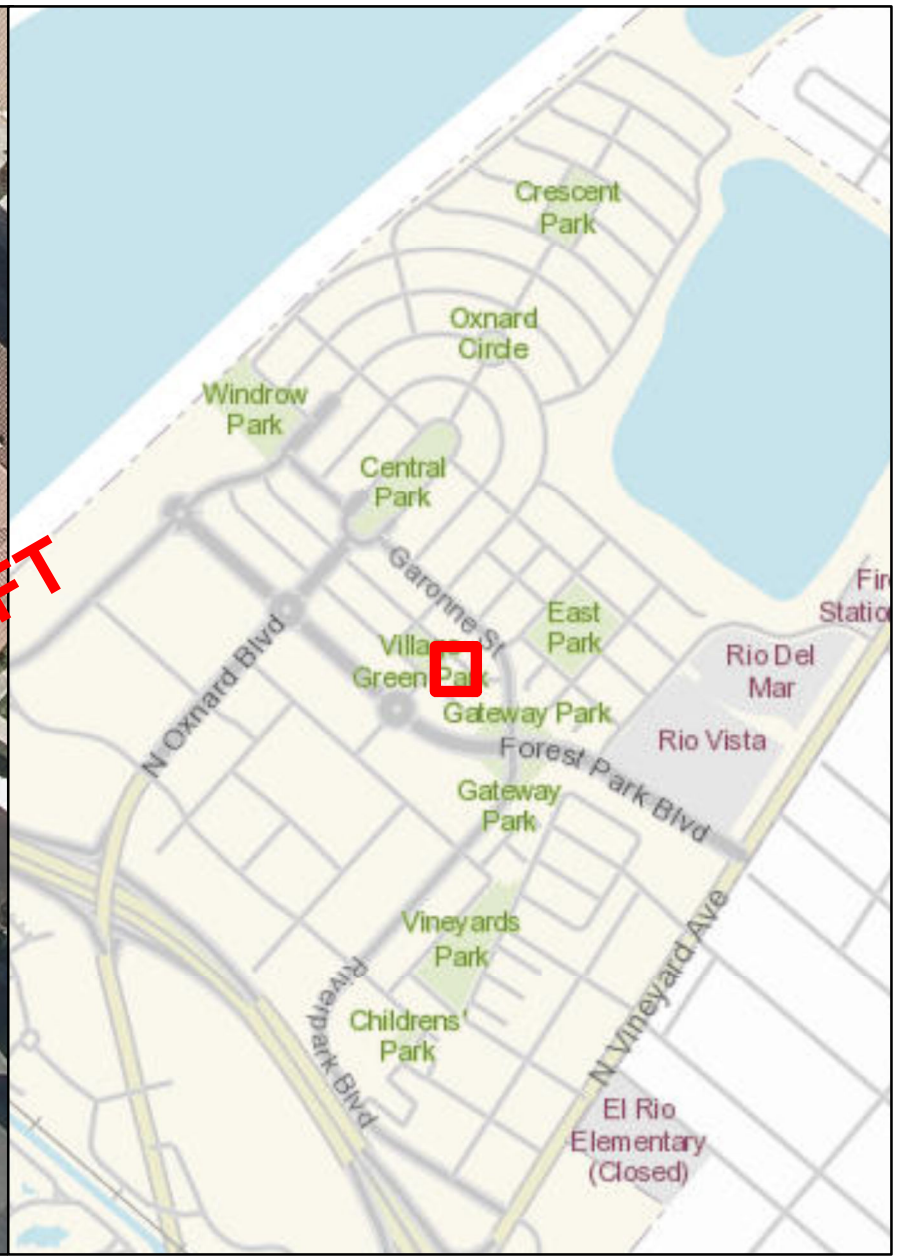


N W E S

# Filtration Unit No. 212






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

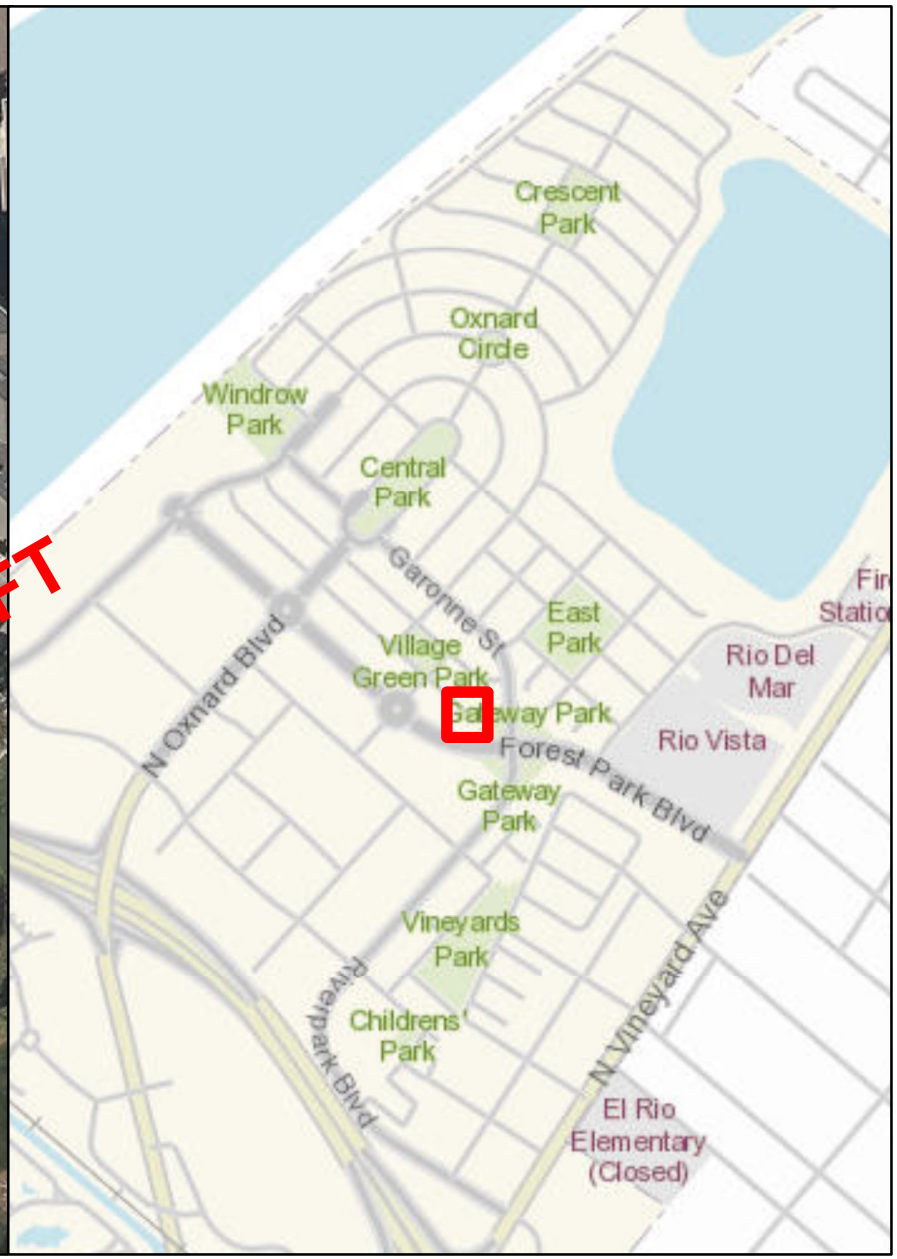


N W E S

# Filtration Unit No. 213






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 6

**Legend**

Filtration Unit

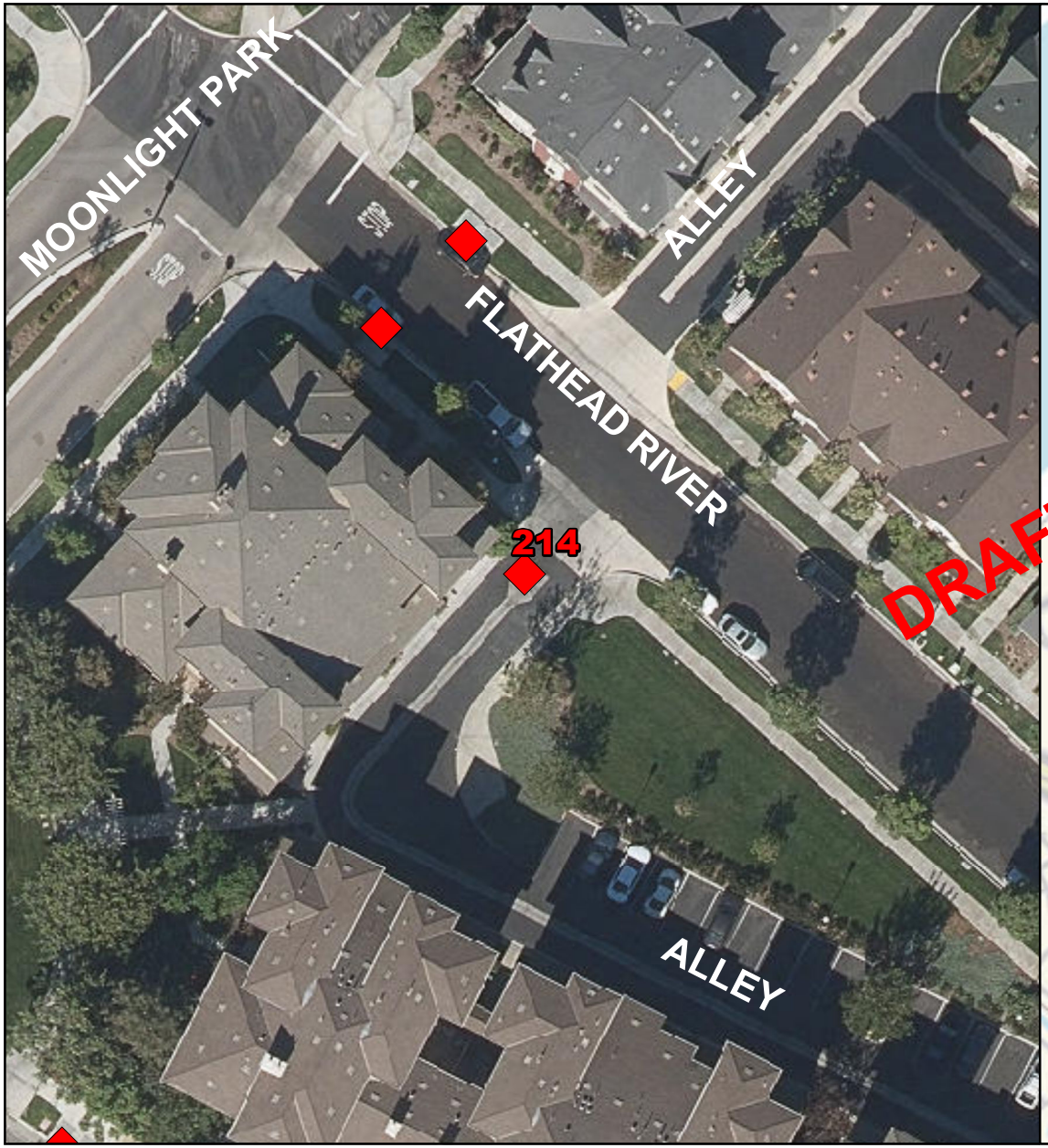
0 15 30 60 90 120 Feet

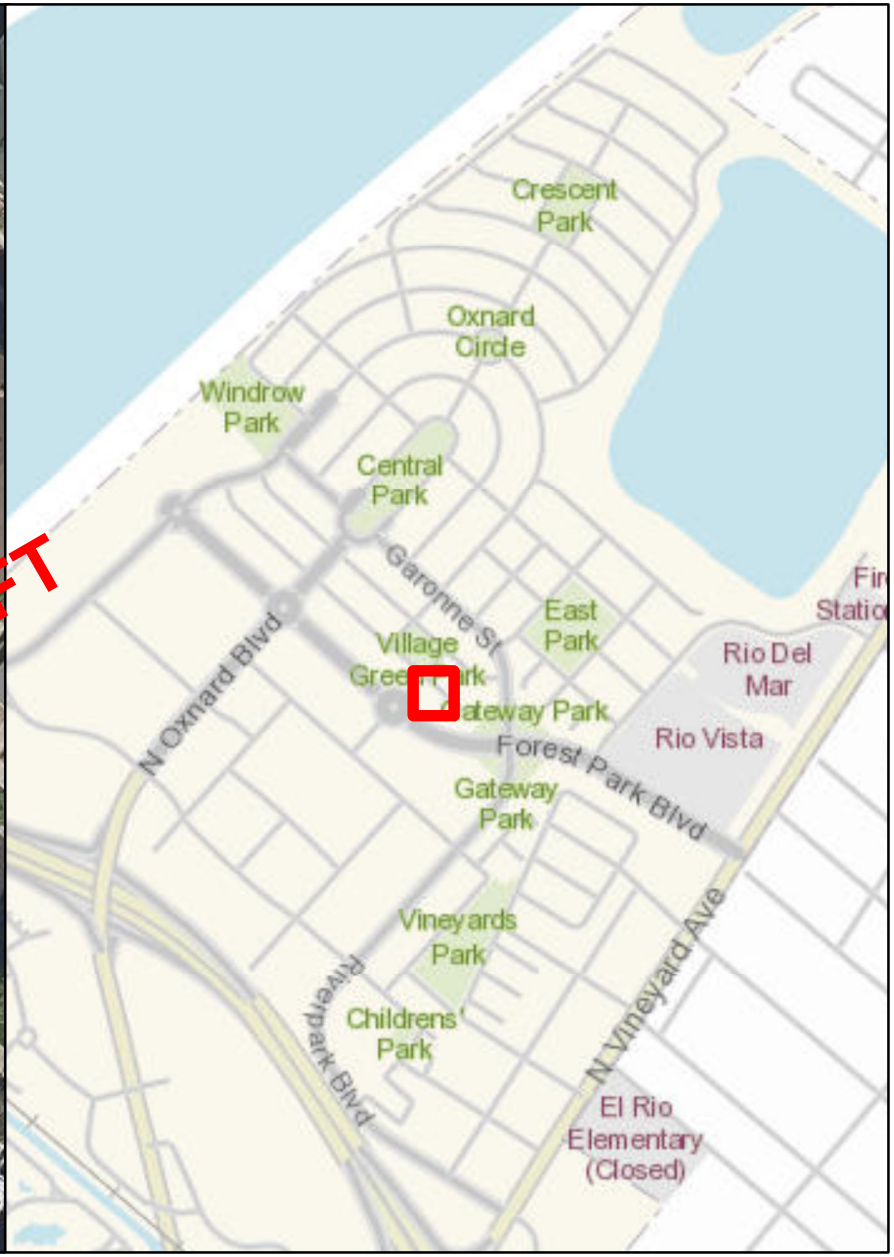


N W E S

# Filtration Unit No. 214






## STORMFILTER GRATE INLET - 60"

Number of Cartridges is 3

**Legend**

Filtration Unit

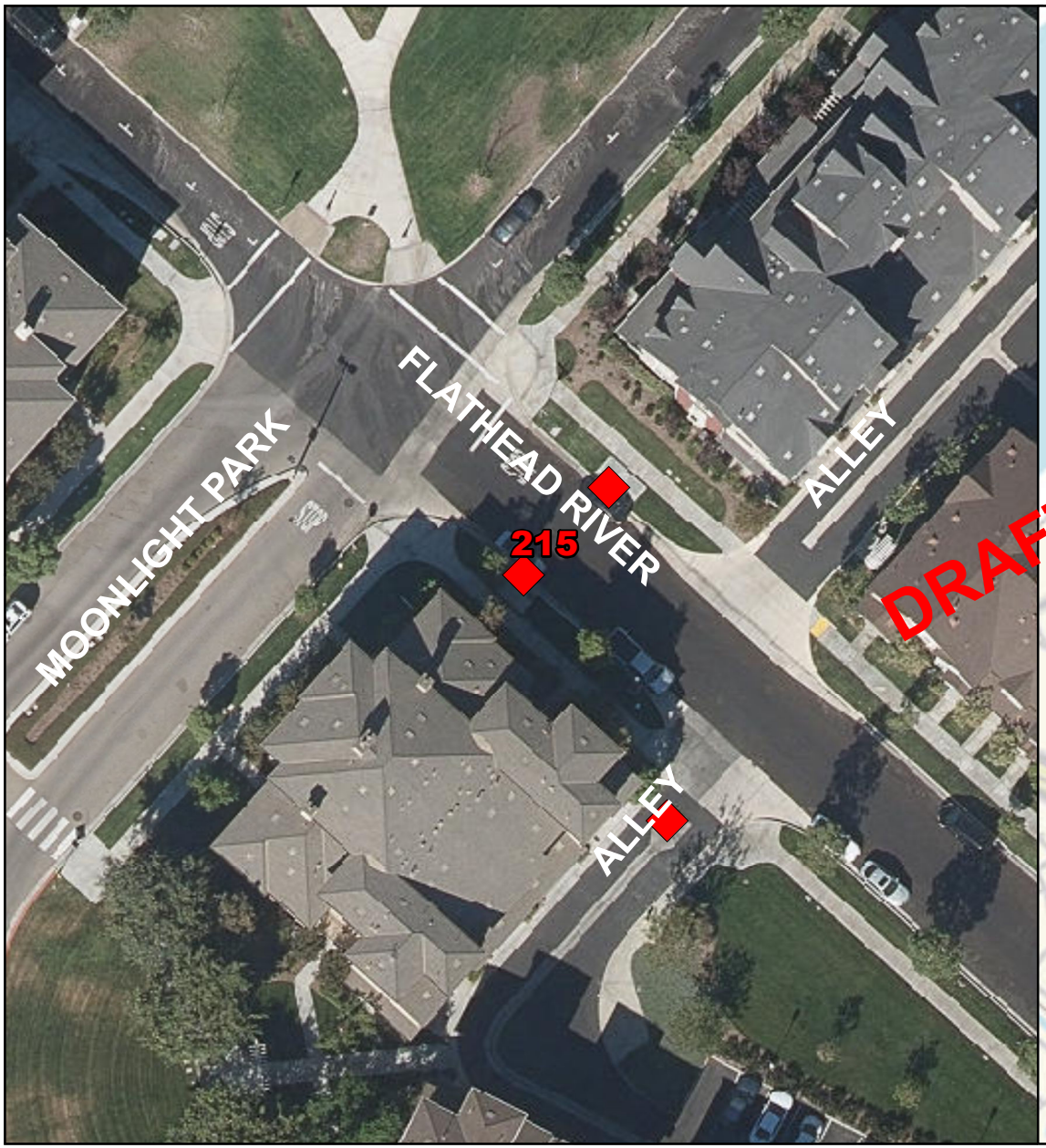
0 15 30 60 90 120 Feet

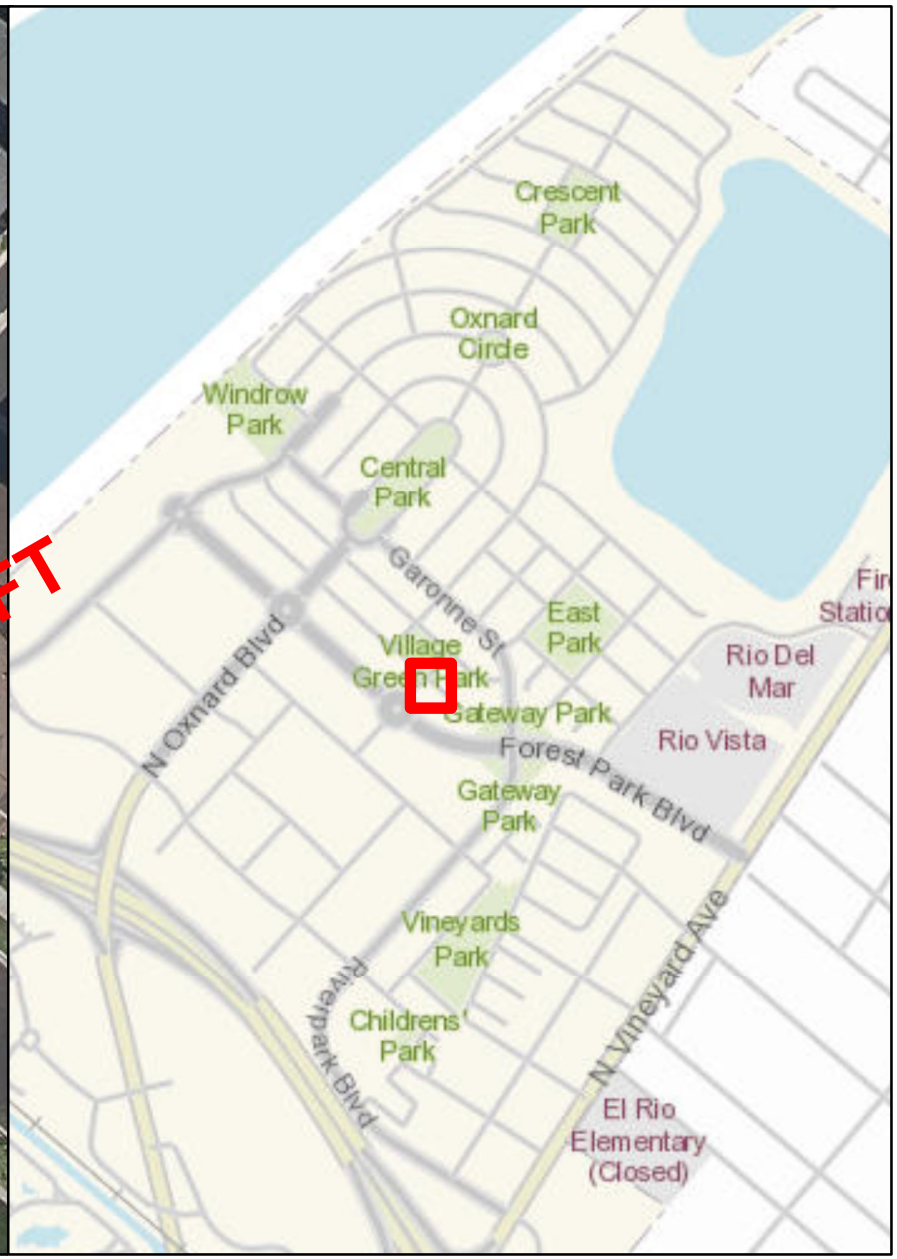


N W E S

# Filtration Unit No. 215






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

**Legend**

Filtration Unit

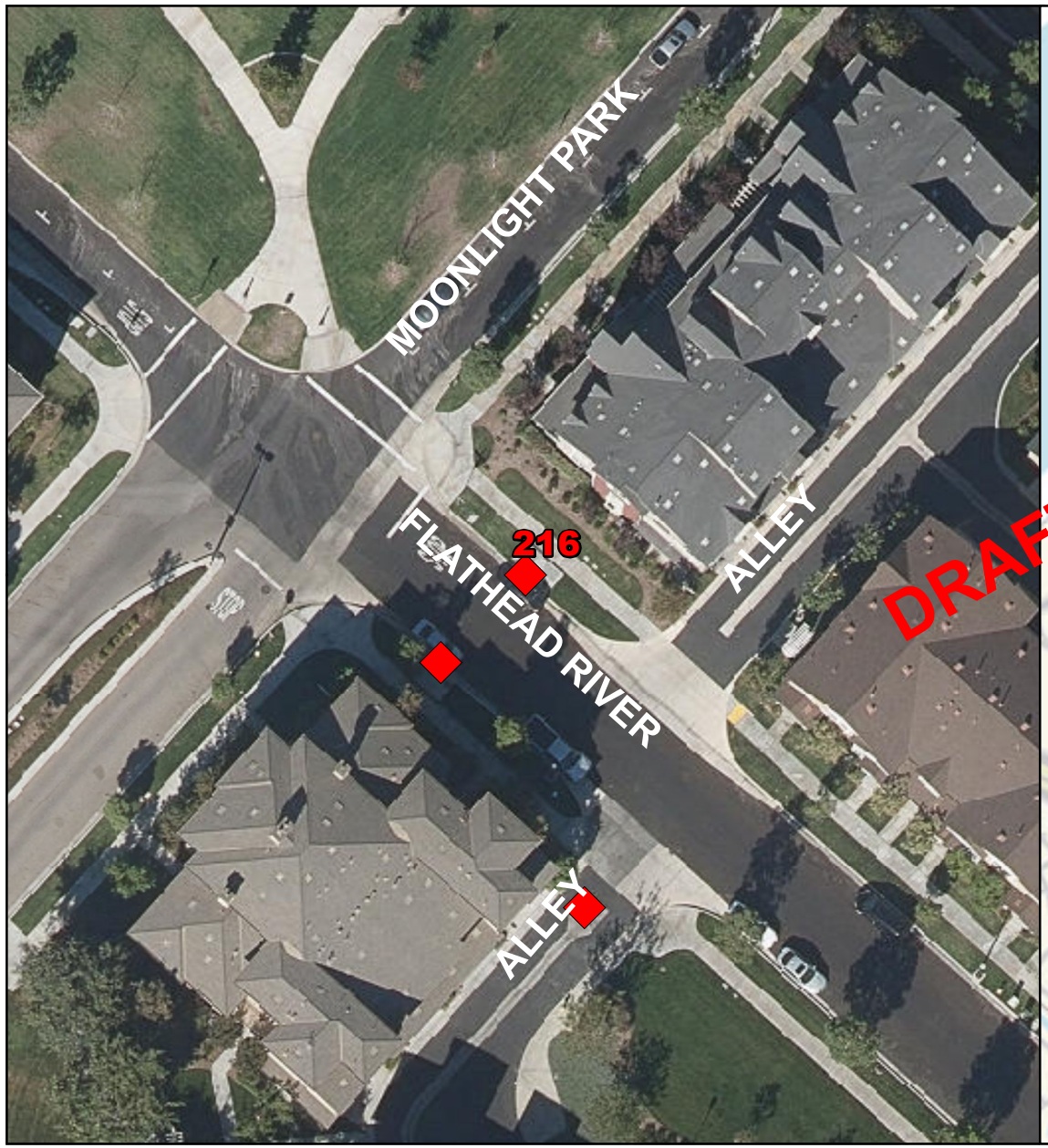
0 15 30 60 90 120 Feet

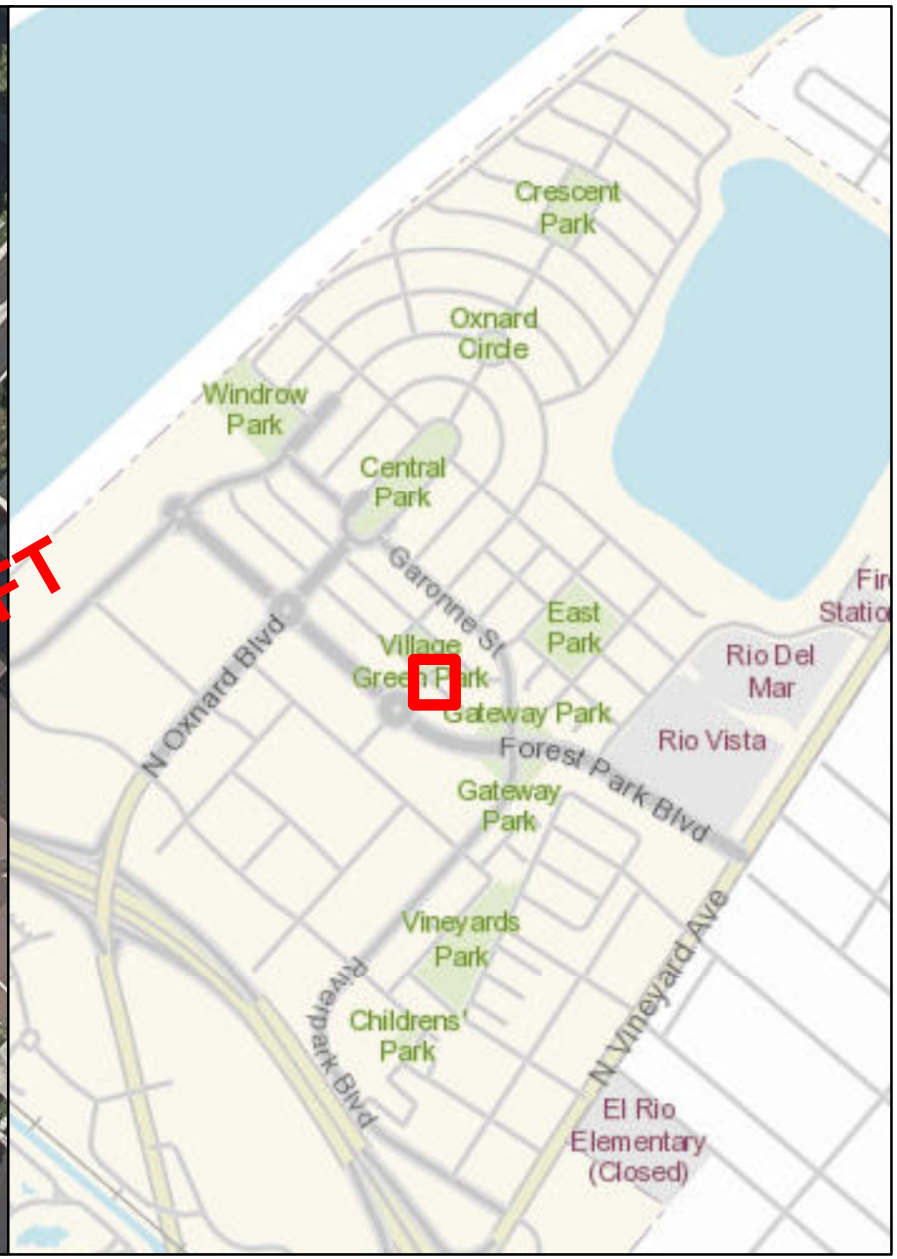


N W E S 420

# Filtration Unit No. 216






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 217









## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 5

**Legend**

Filtration Unit

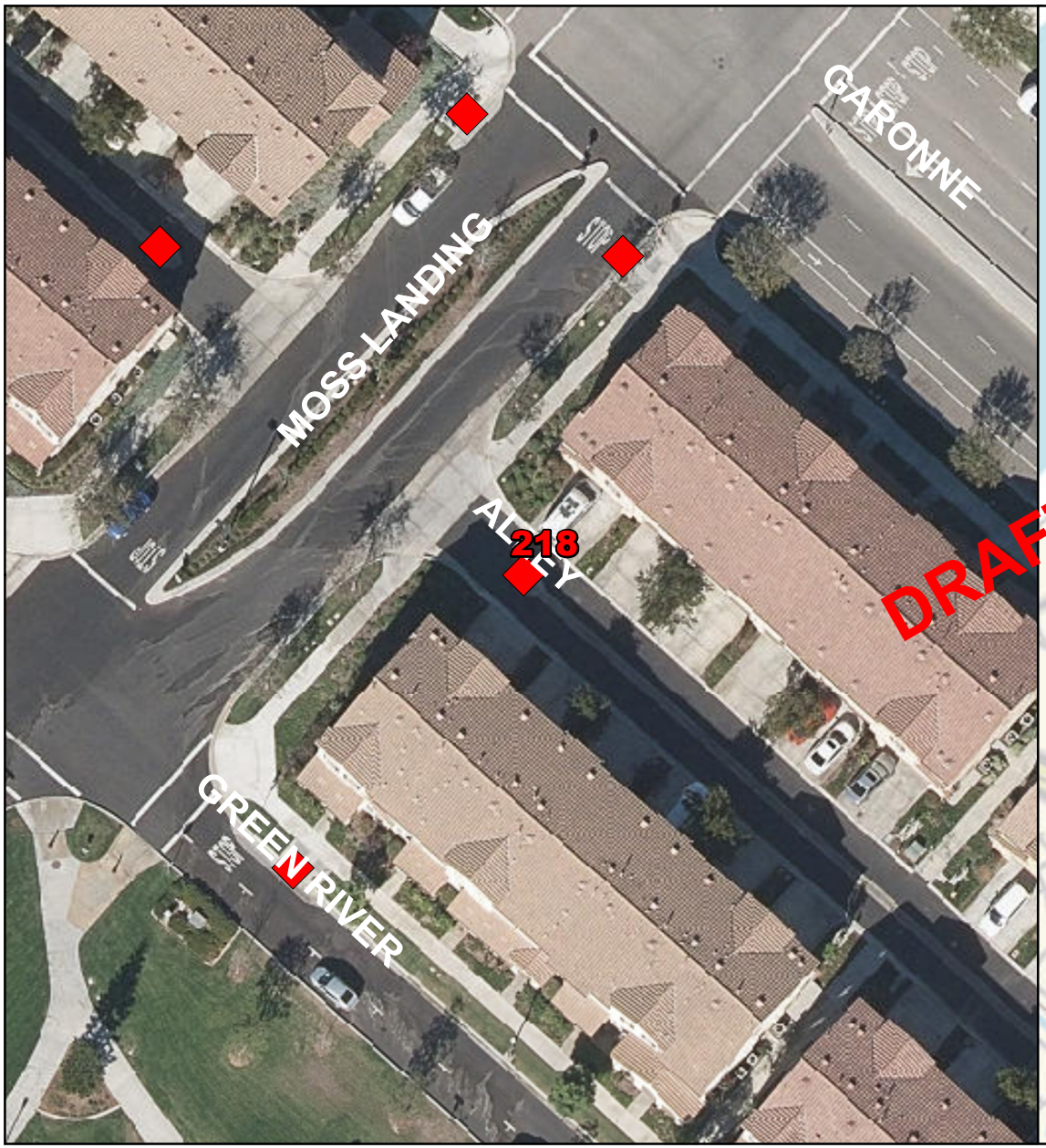
0 15 30 60 90 120 Feet

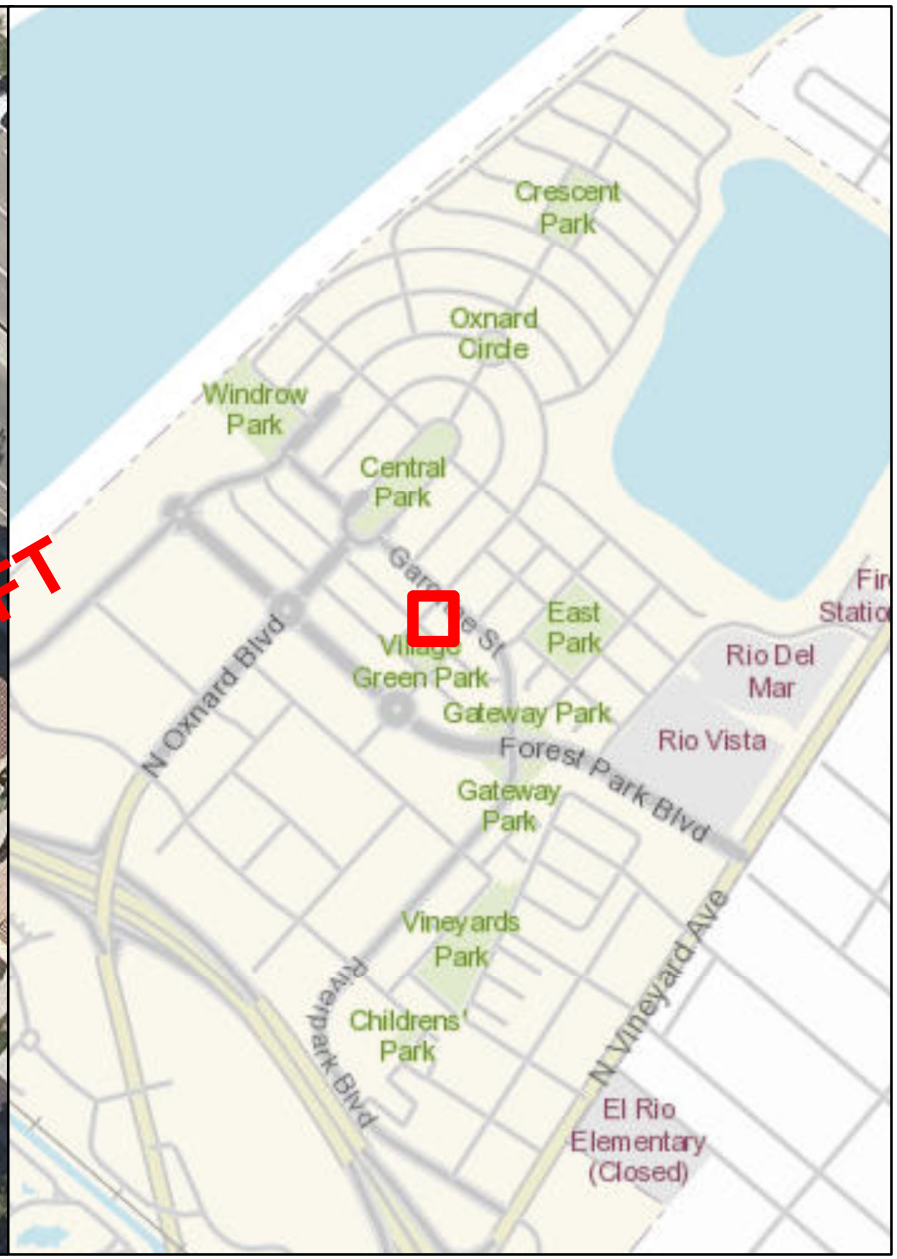


N W E S 422

# Filtration Unit No. 218






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

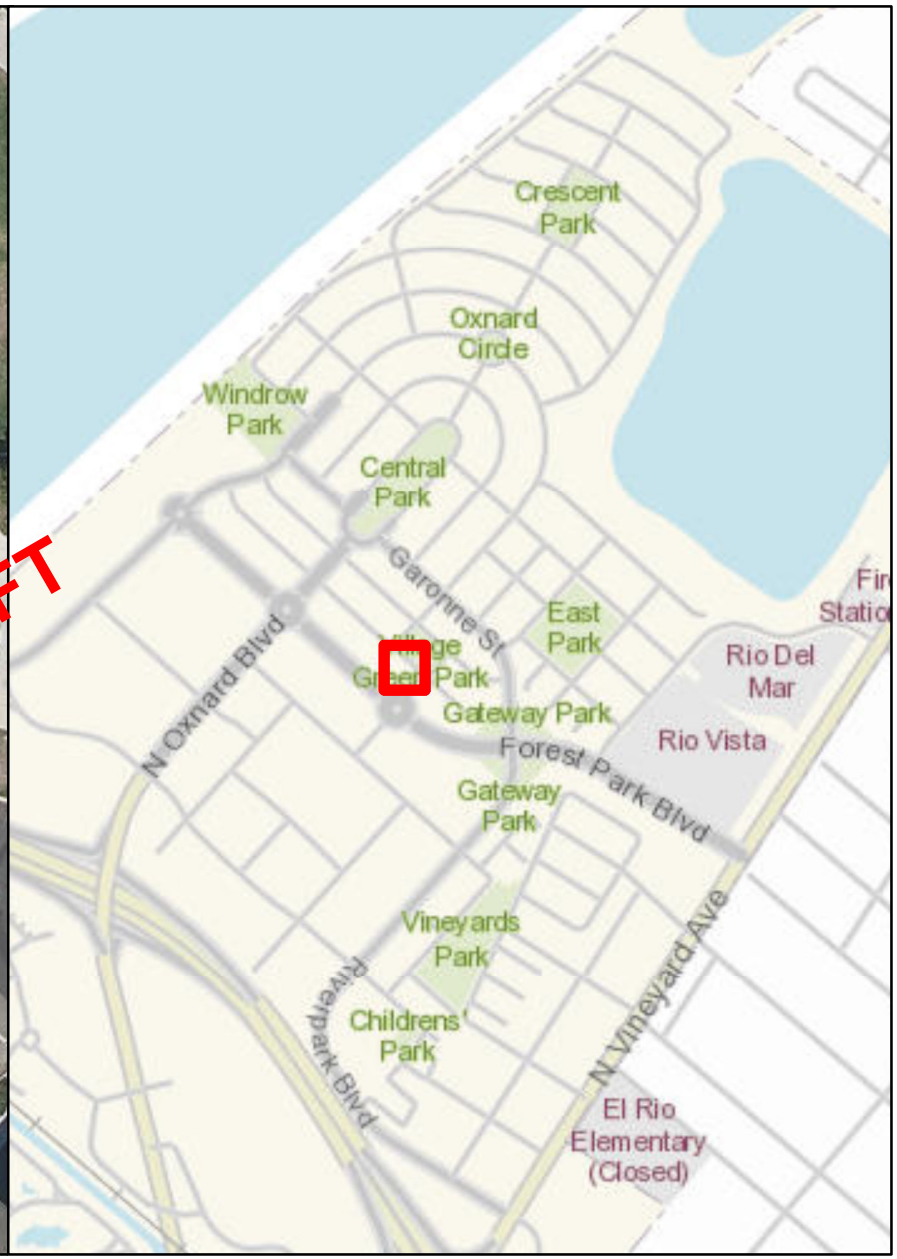


N W E S

# Filtration Unit No. 219






## STORMFILTER GRATE INLET - 60"

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

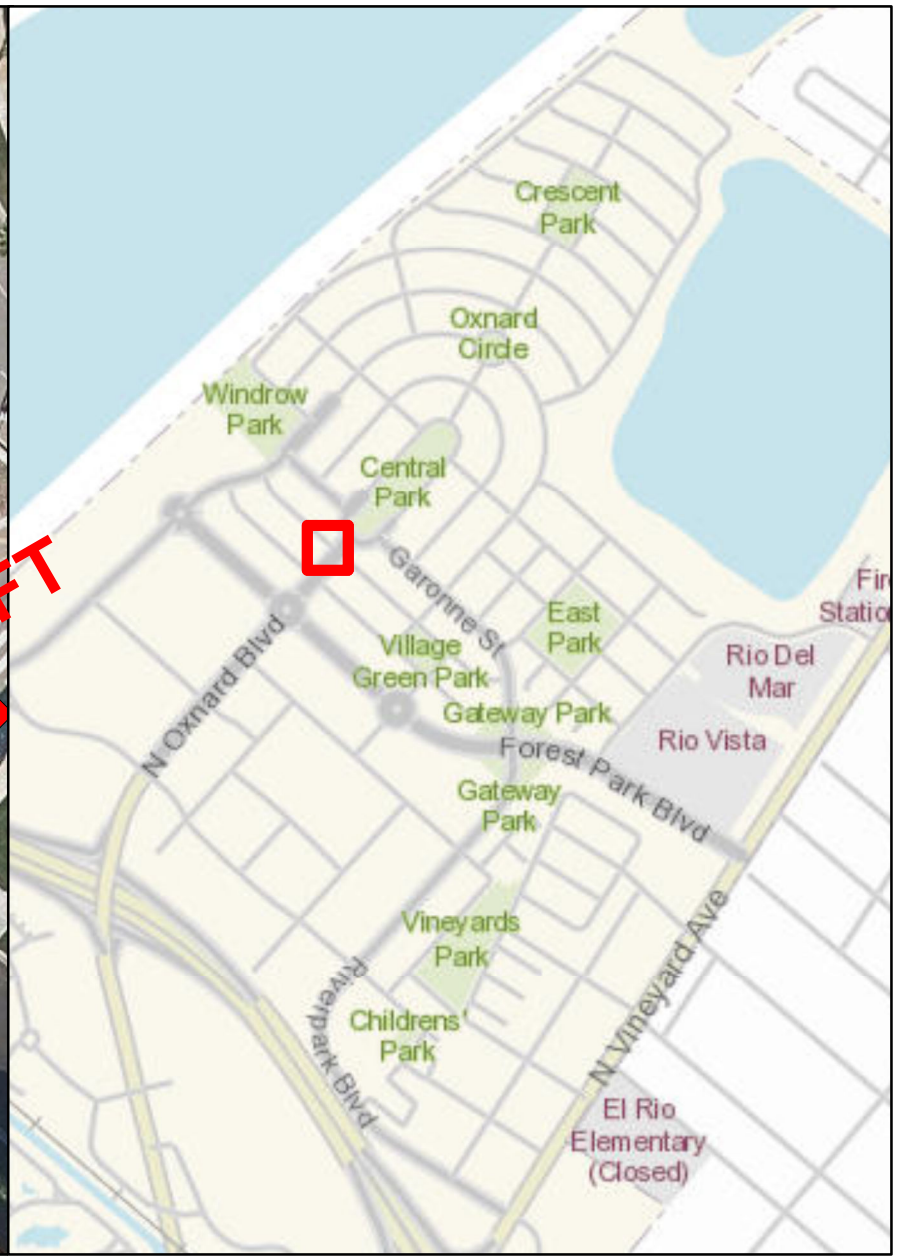


N W E S

# Filtration Unit No. 220






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 3

**Legend**

Filtration Unit

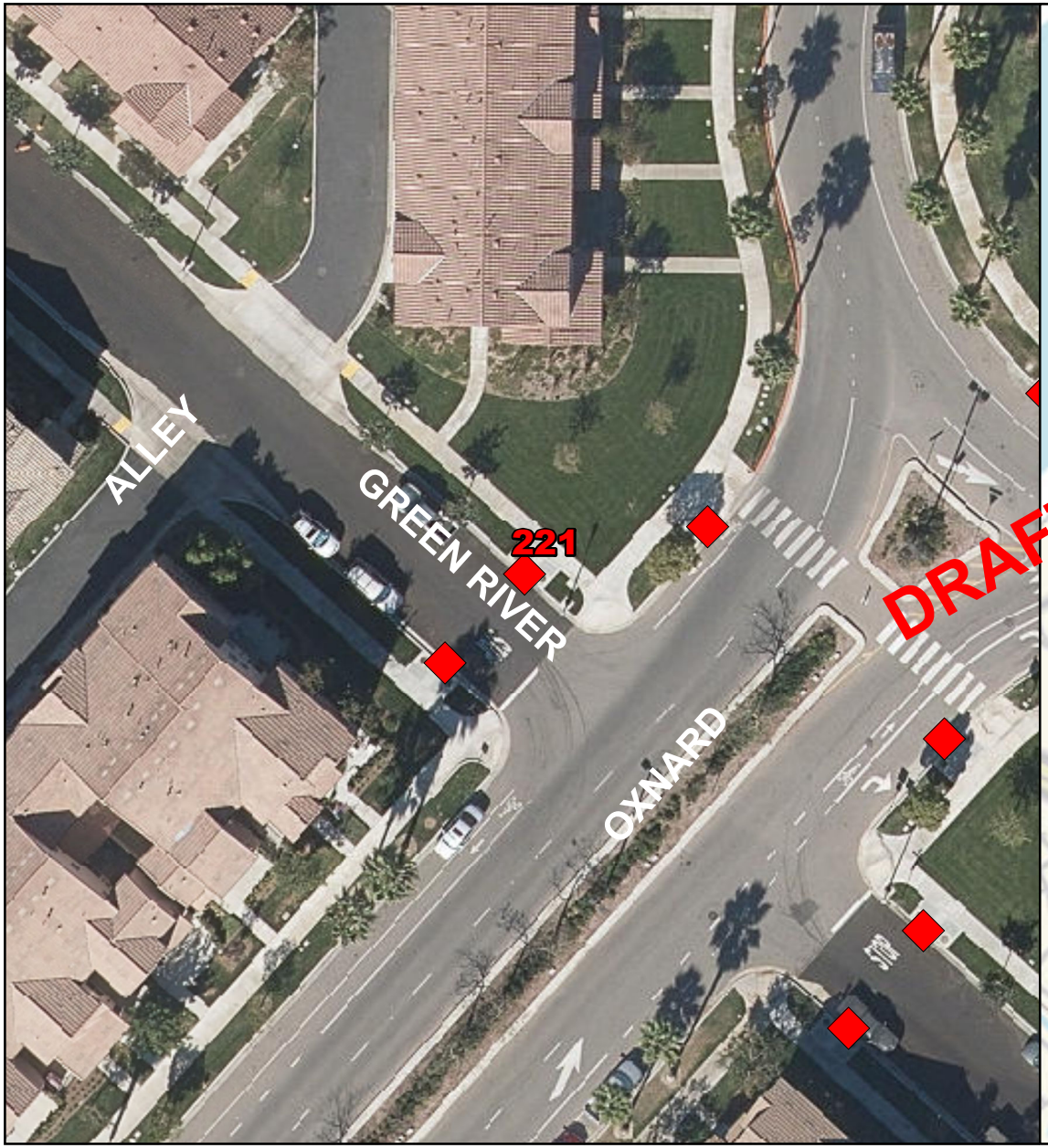
0 15 30 60 90 120 Feet

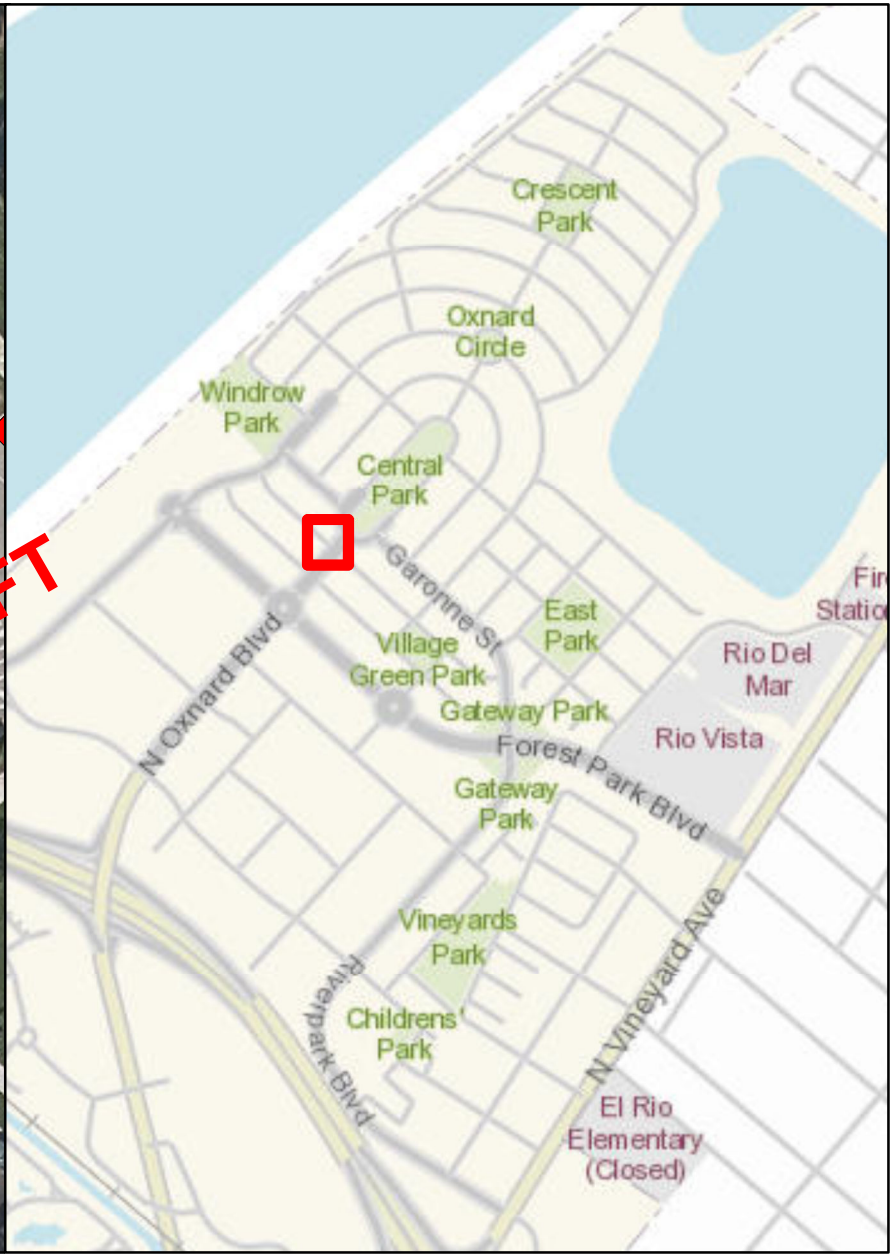


N W E S

# Filtration Unit No. 221






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

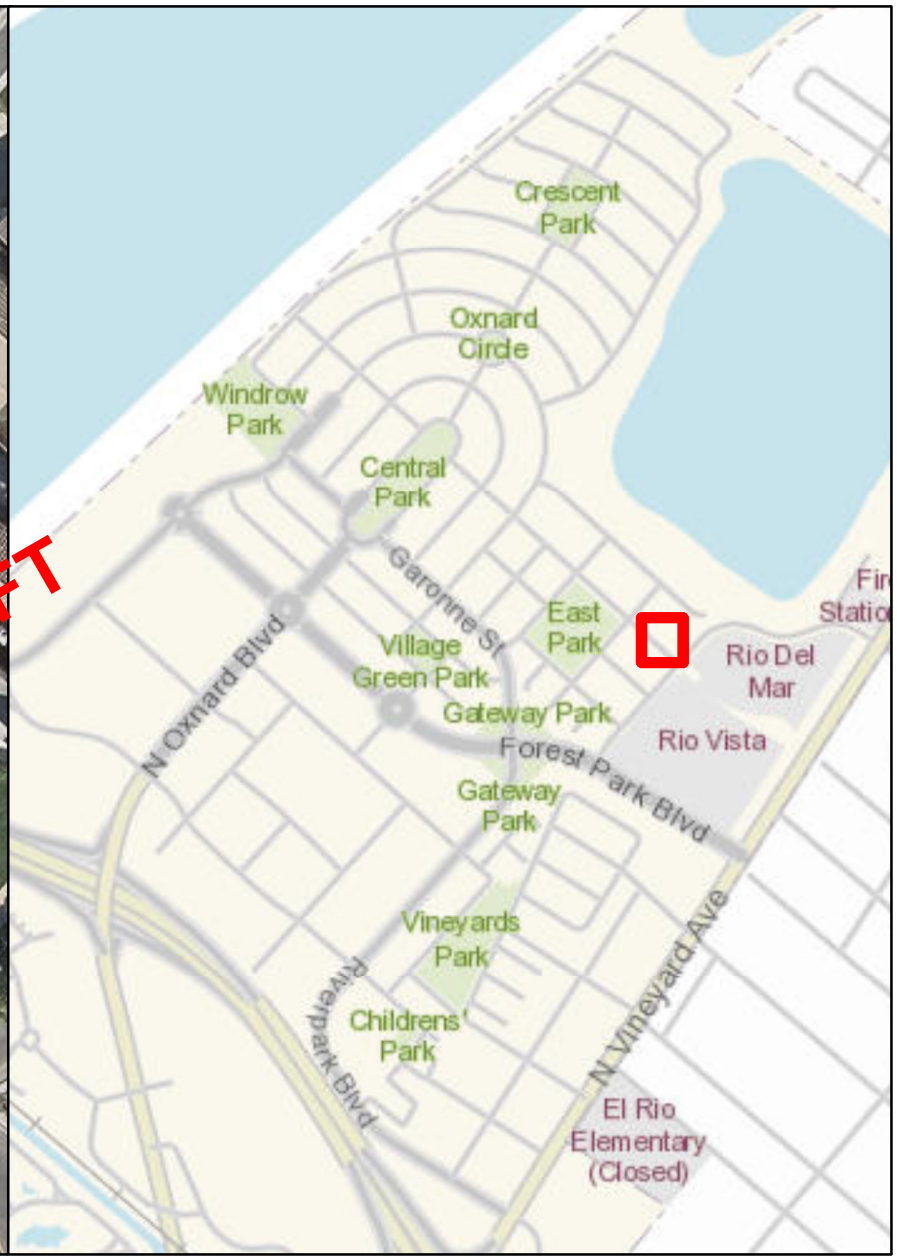


N W E S

# Filtration Unit No. 222






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

**Legend**

Filtration Unit

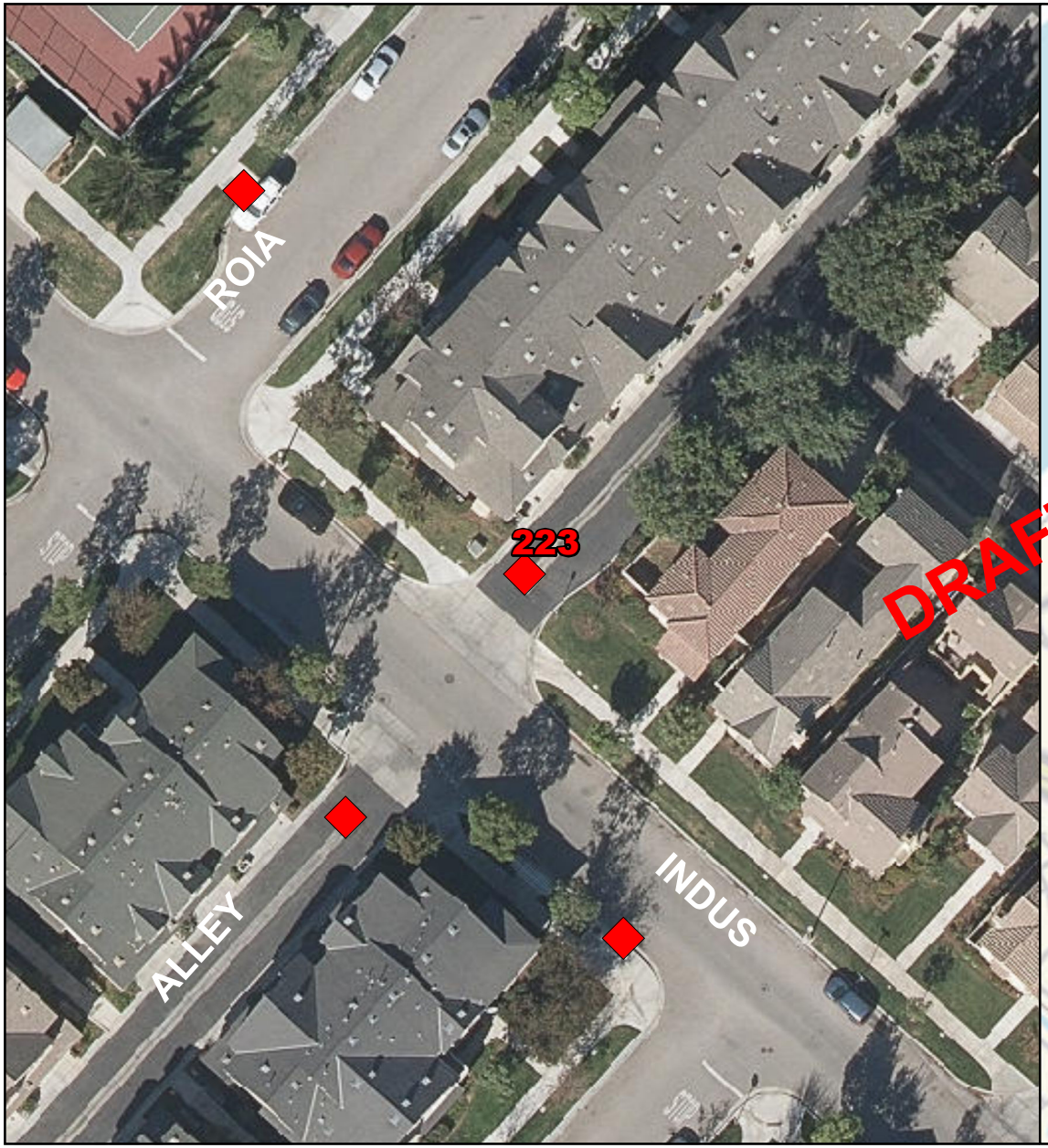
0 15 30 60 90 120 Feet



N W E S 427

# Filtration Unit No. 223









## STORMFILTER GRATE INLET - 60"

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

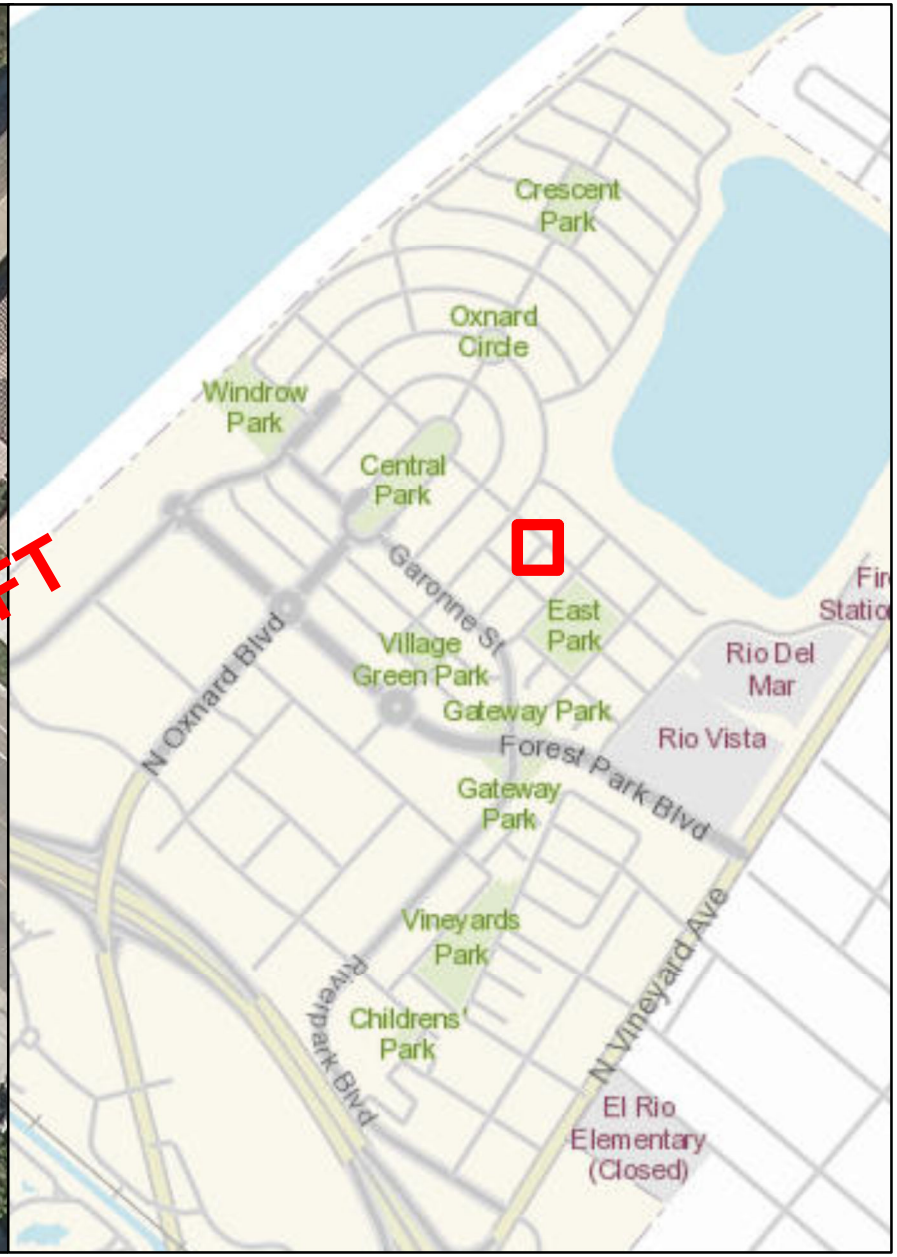


N W E S 428

# Filtration Unit No. 224






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

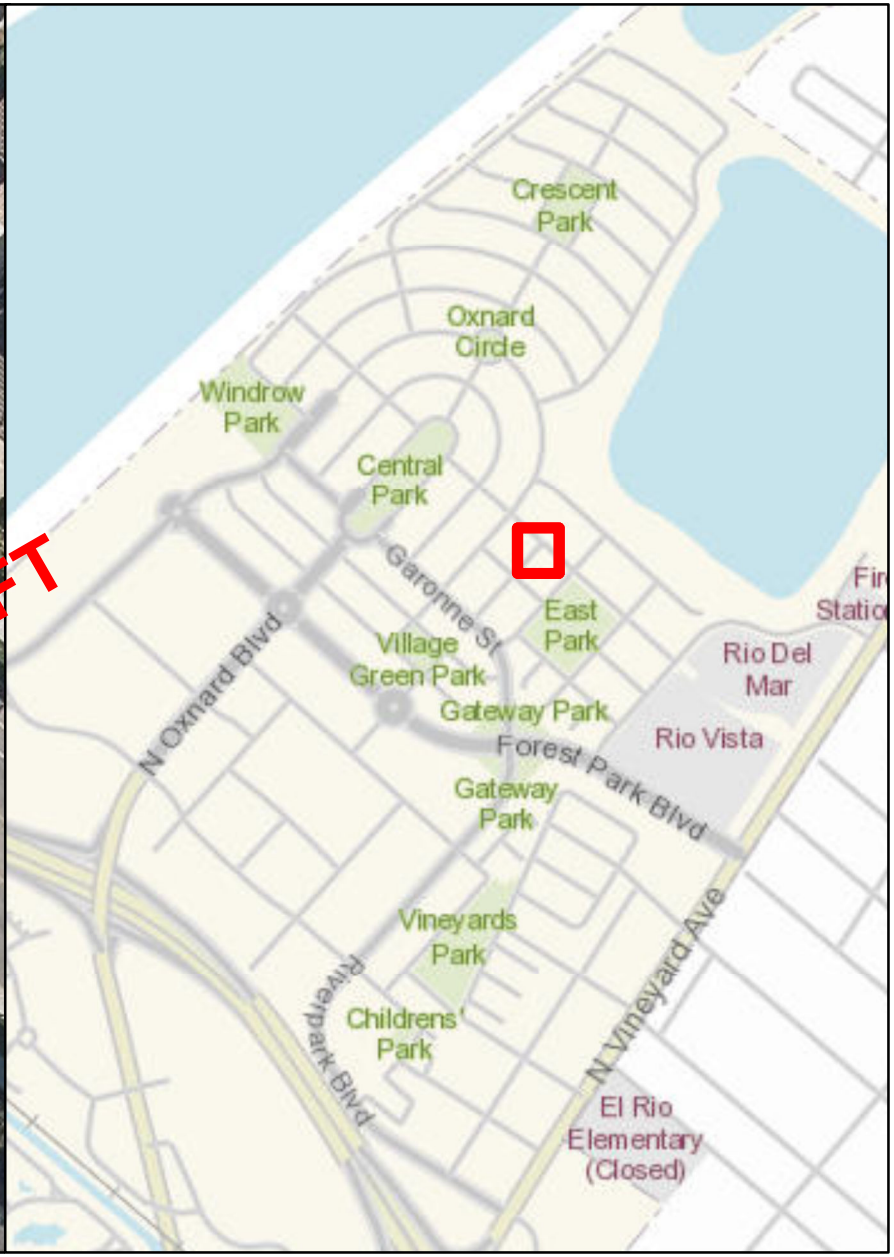


N W E S 429

# Filtration Unit No. 225






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

**Legend**

Filtration Unit

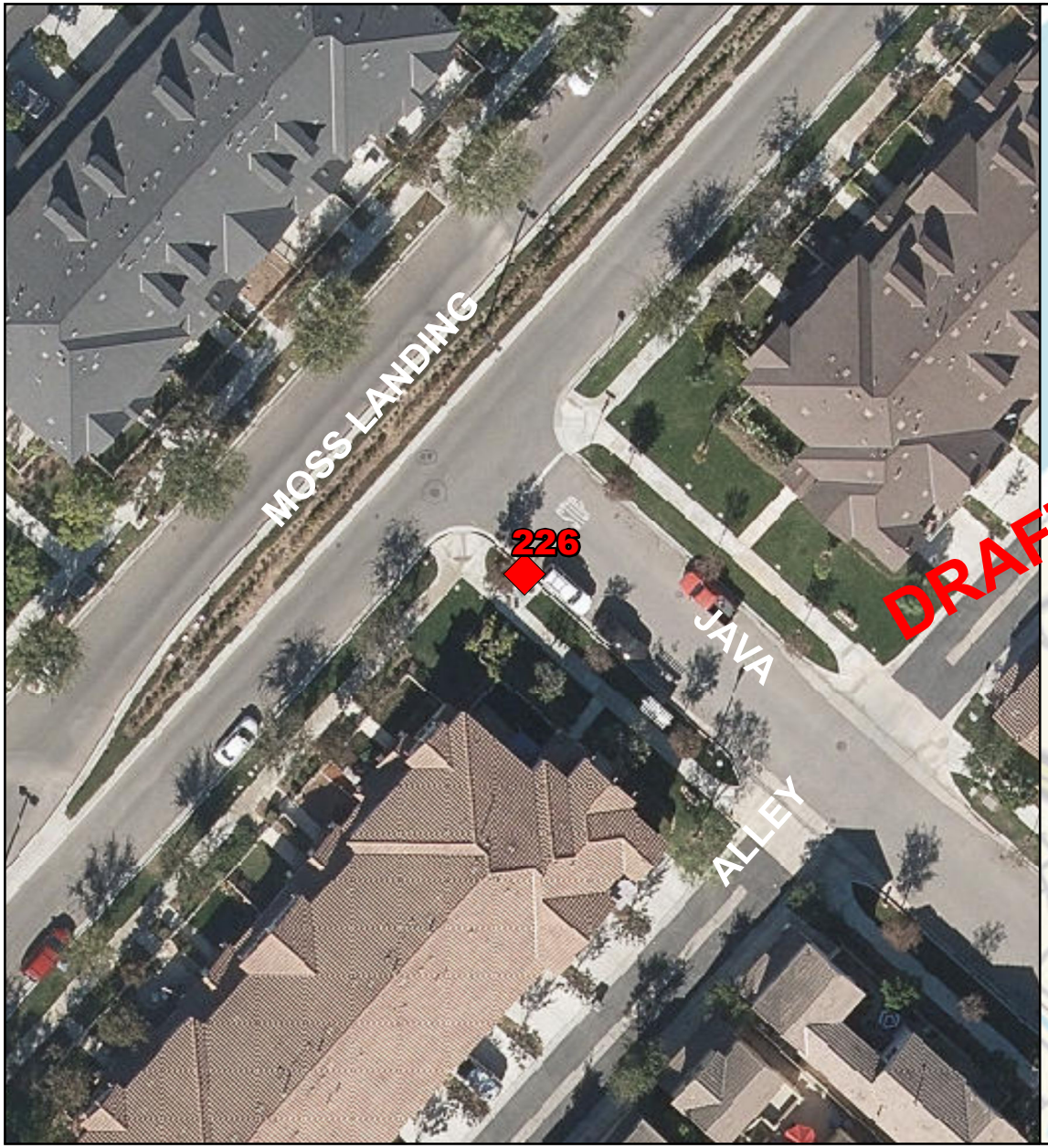
0 15 30 60 90 120 Feet



N W E S 430

# Filtration Unit No. 226









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

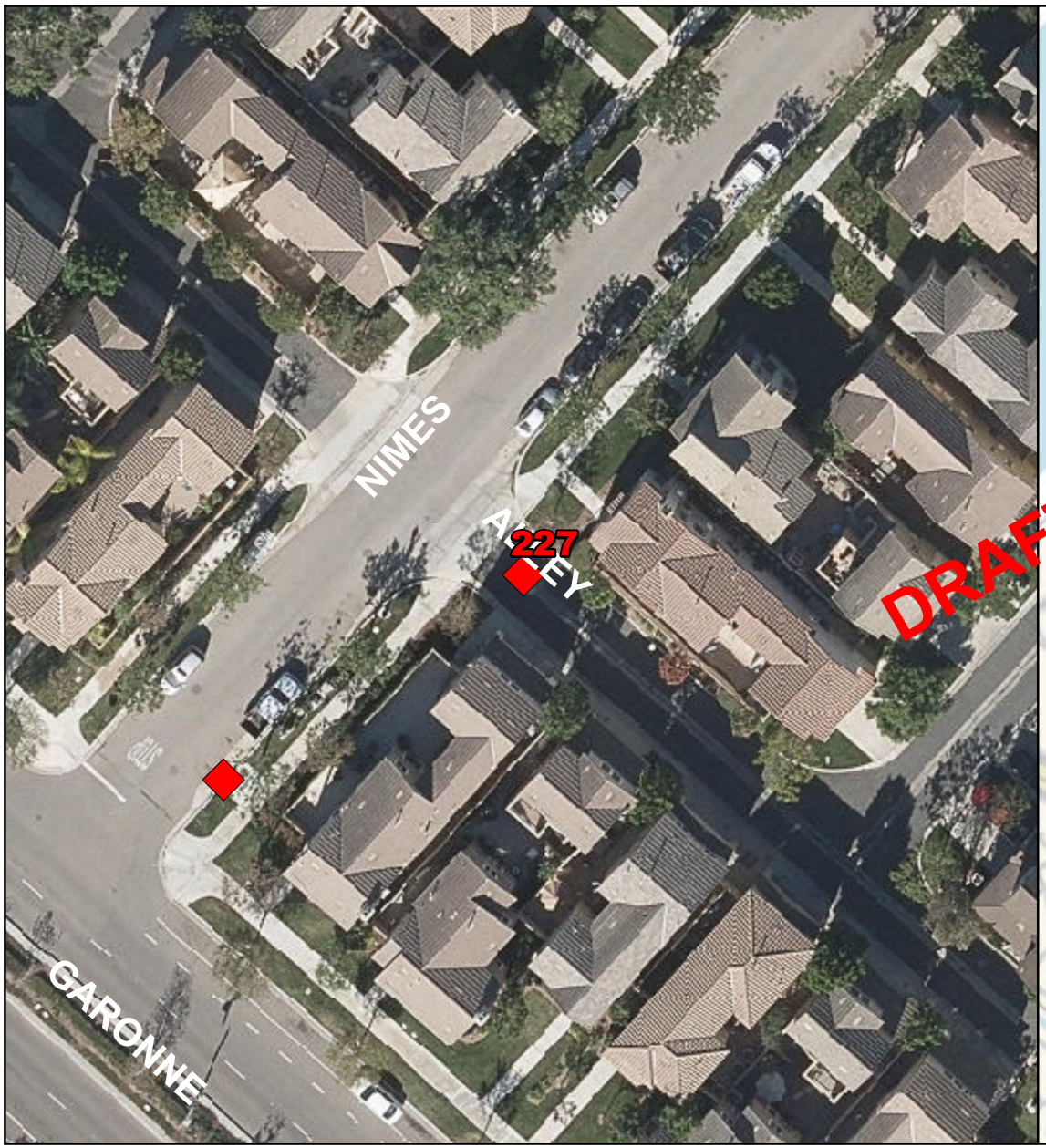
0 15 30 60 90 120 Feet

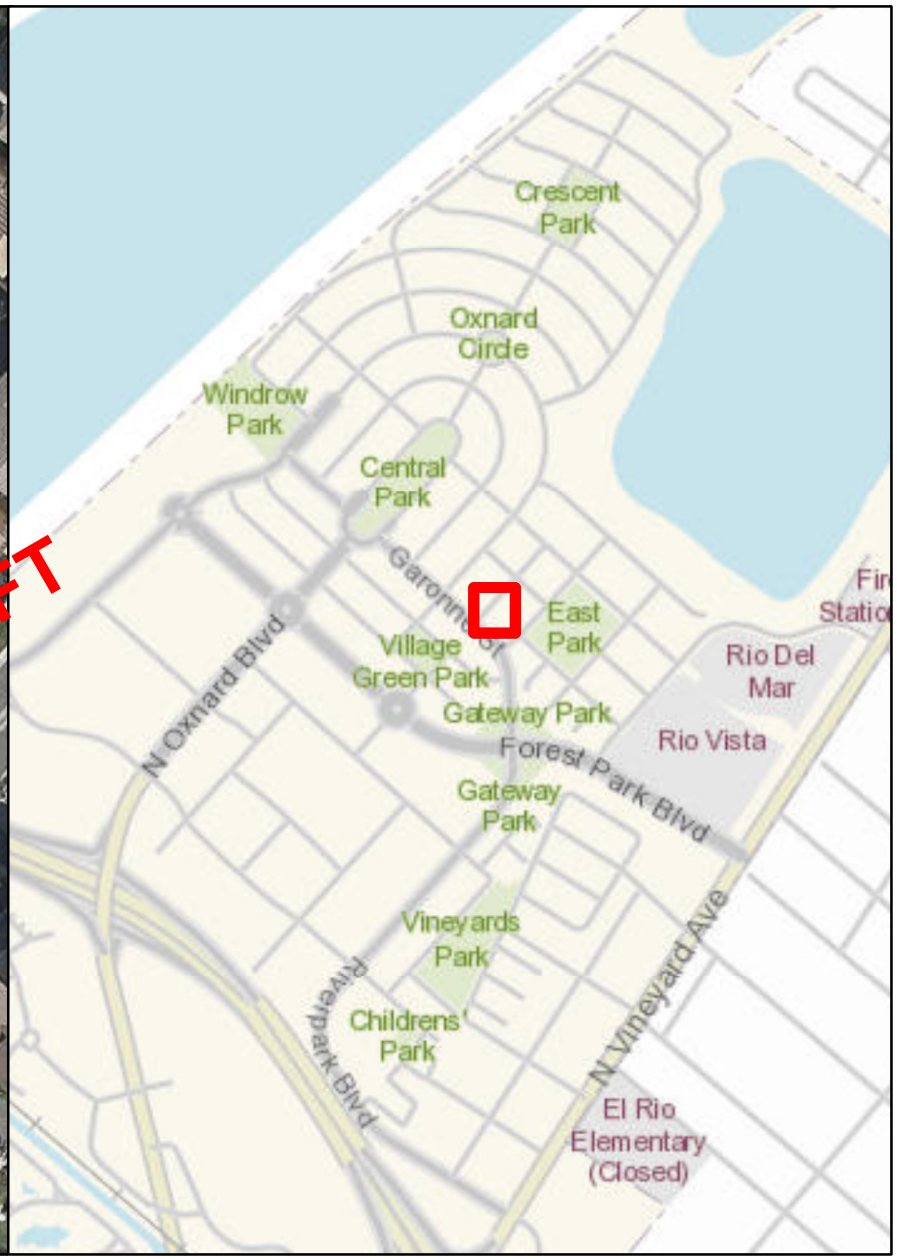


N W E S

# Filtration Unit No. 227






## STORMFILTER GRATE INLET - 60"

Number of Cartridges is 5

**Legend**

Filtration Unit

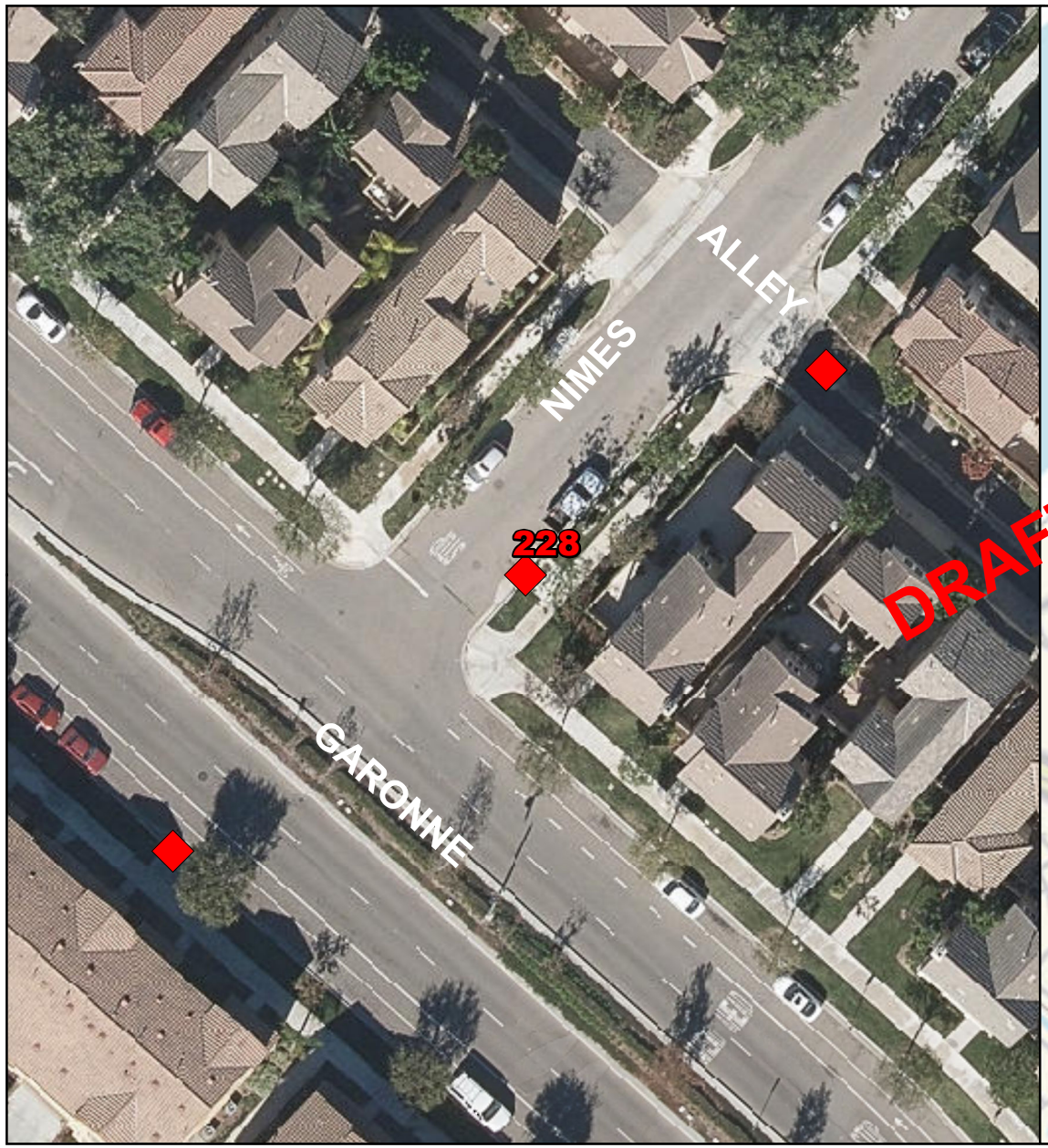
0 15 30 60 90 120 Feet

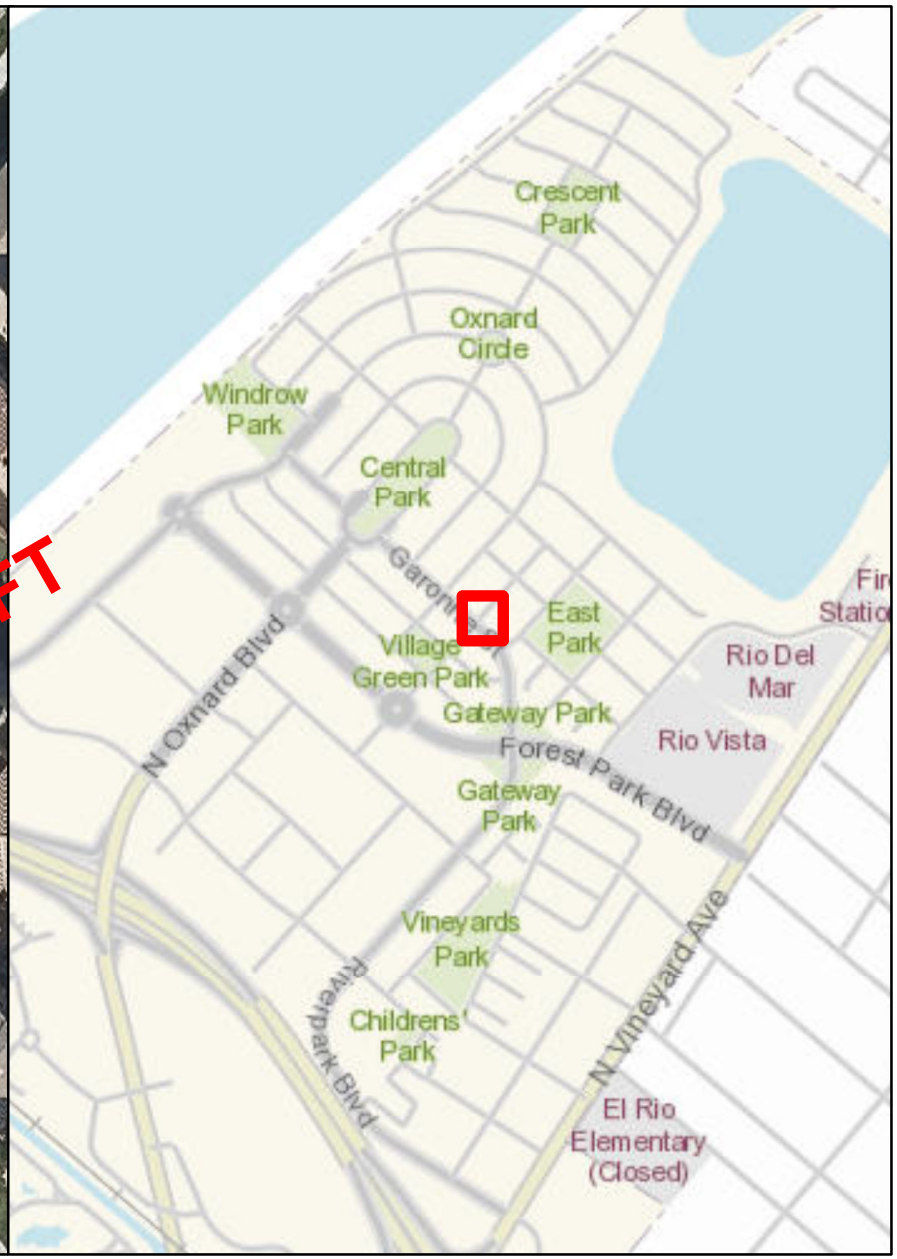


N W E S

# Filtration Unit No. 228






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 229









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

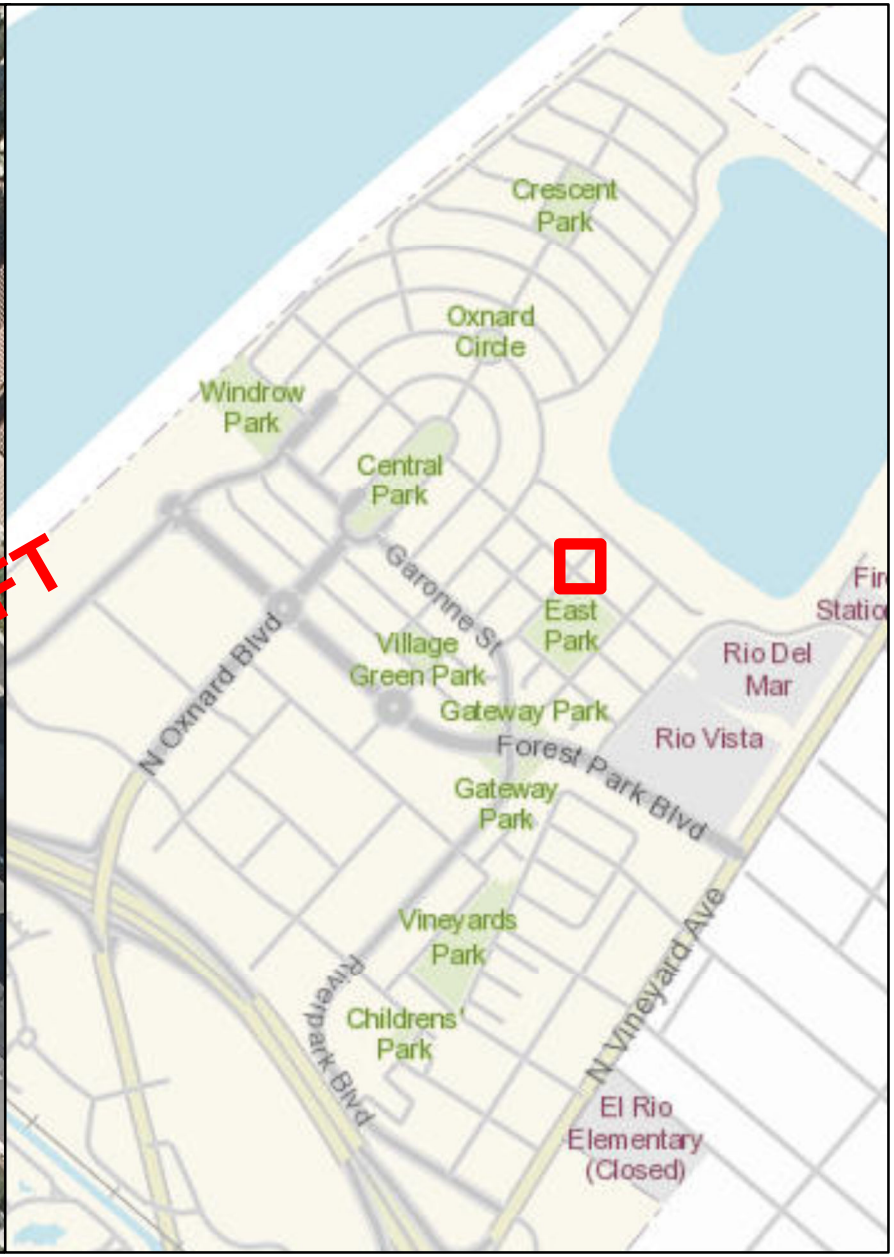


N W E S 434

# Filtration Unit No. 230






## STORMFILTER CATCHBASIN - 6'X15'

### Number of Cartridges is 15

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

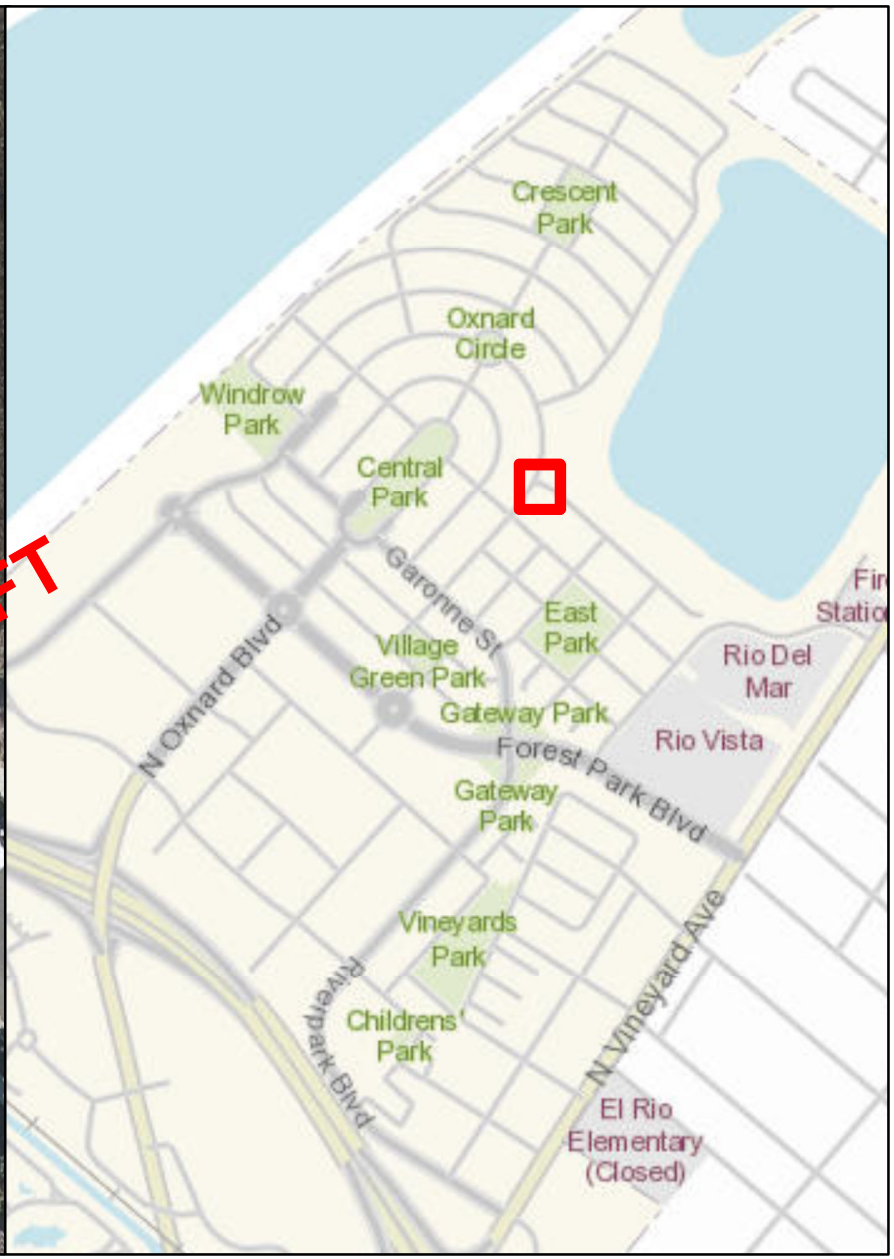


N W E S

# Filtration Unit No. 231






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

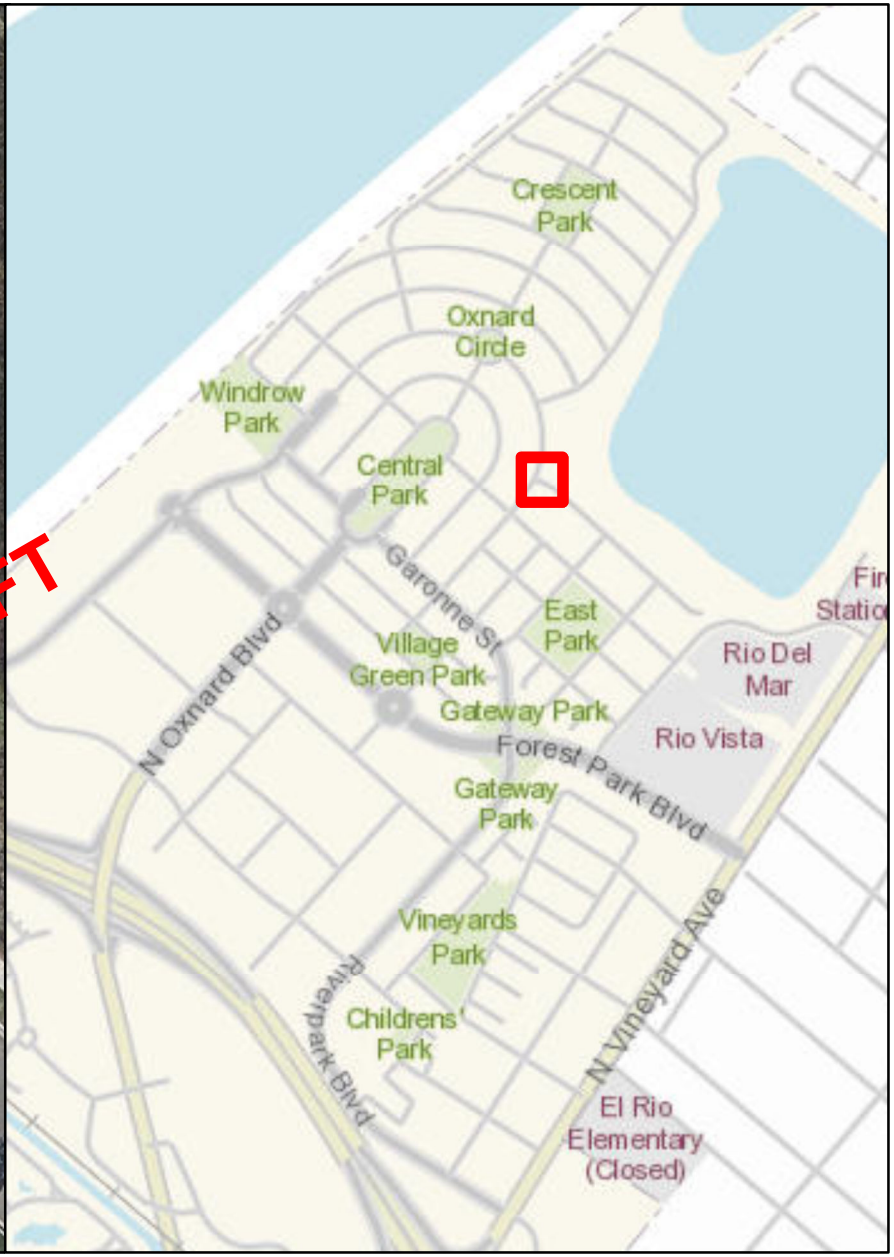


N W E S

# Filtration Unit No. 232






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

**Legend**

Filtration Unit

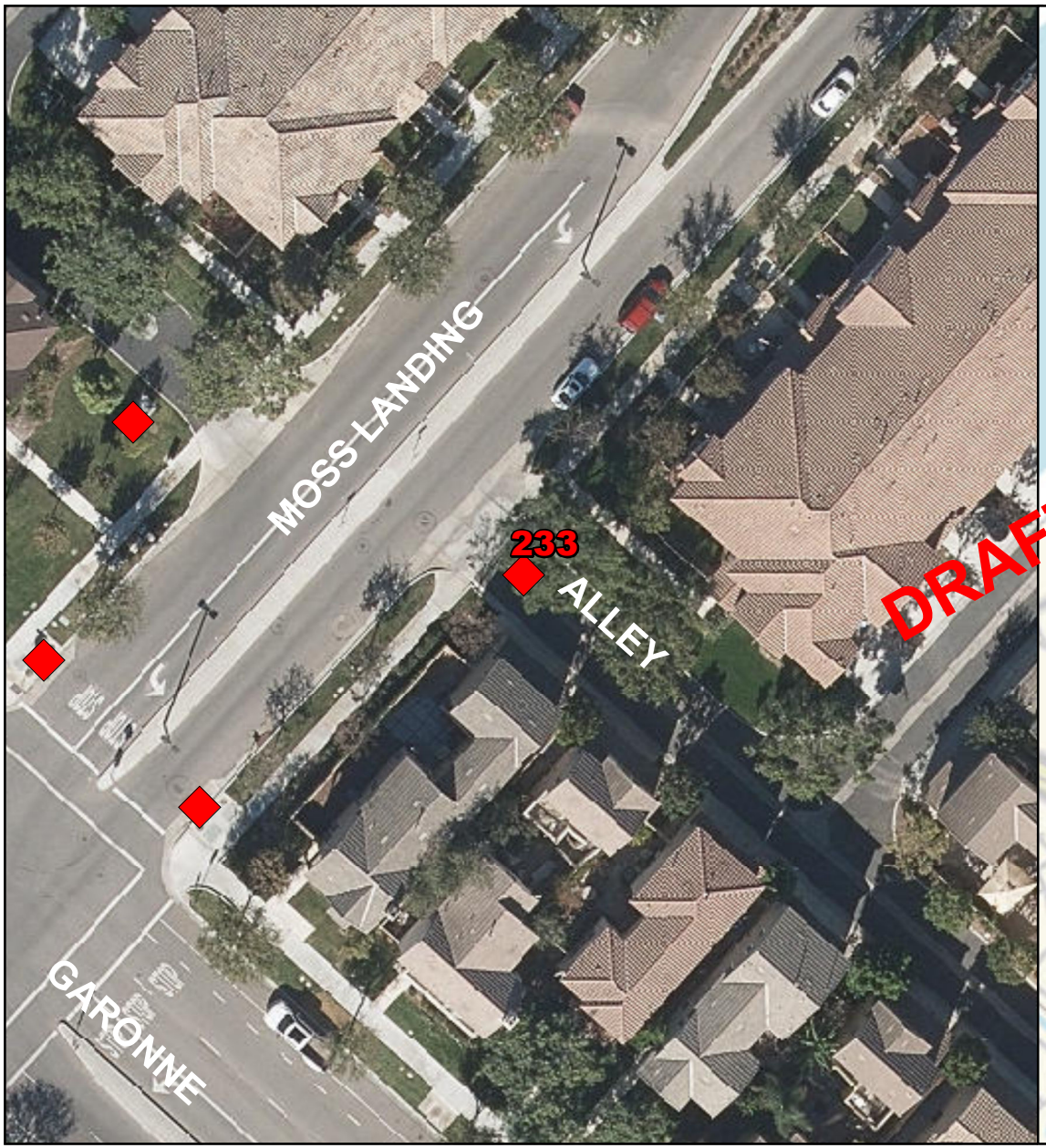
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 233









## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 234









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

**Legend**

Filtration Unit

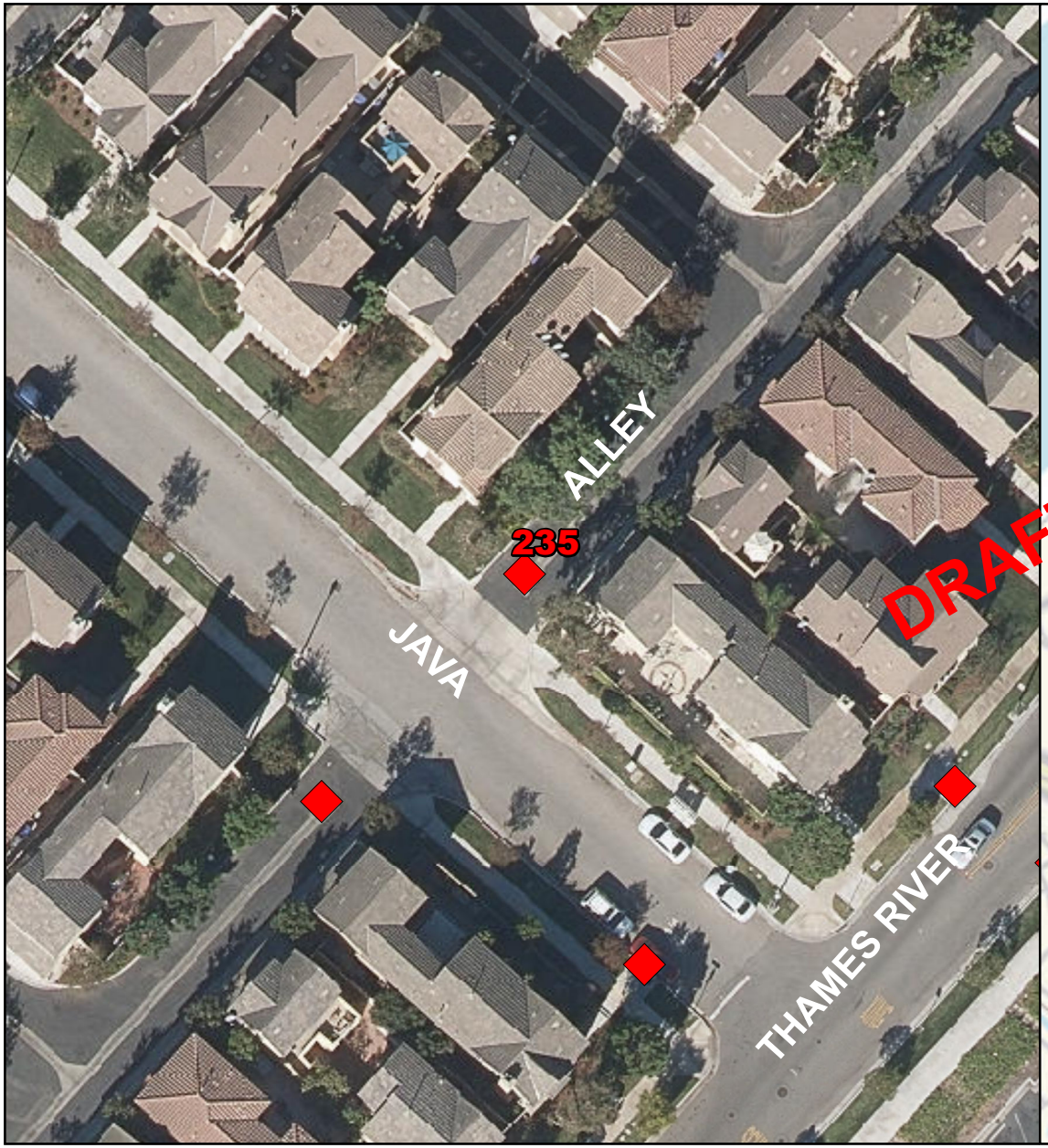
0 15 30 60 90 120 Feet

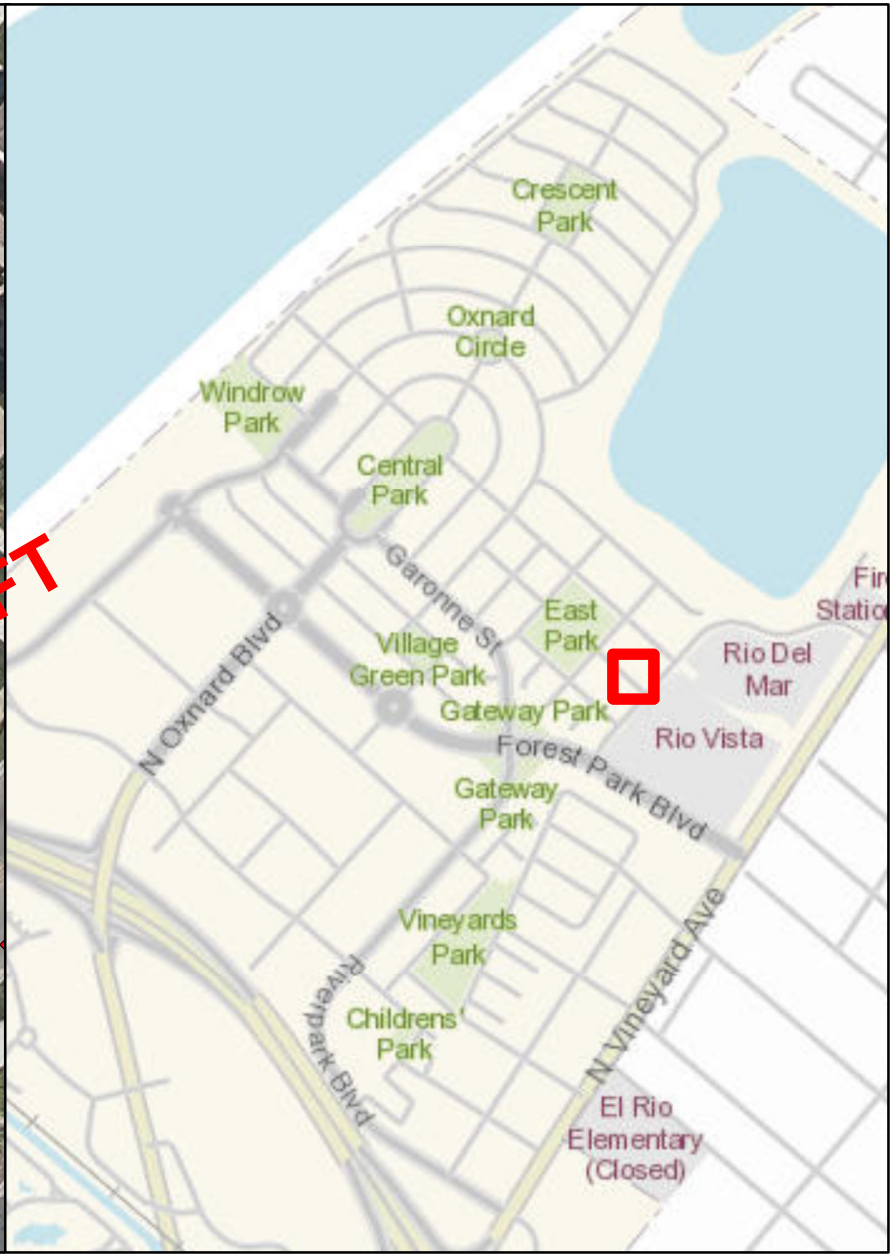


N W E S 439

# Filtration Unit No. 235






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 6

**Legend**

Filtration Unit

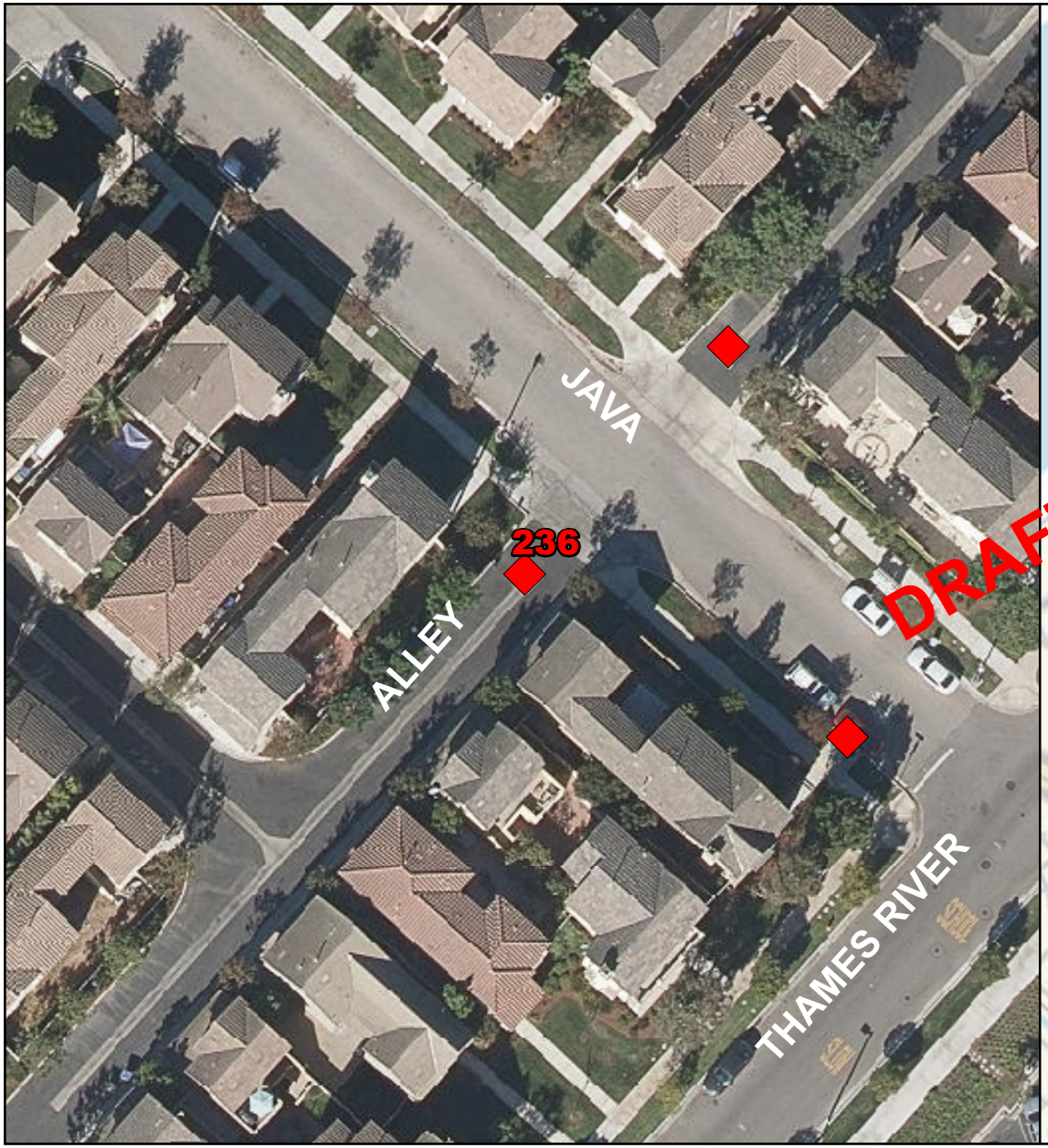
0 15 30 60 90 120 Feet



N W E S 440

# Filtration Unit No. 236









## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

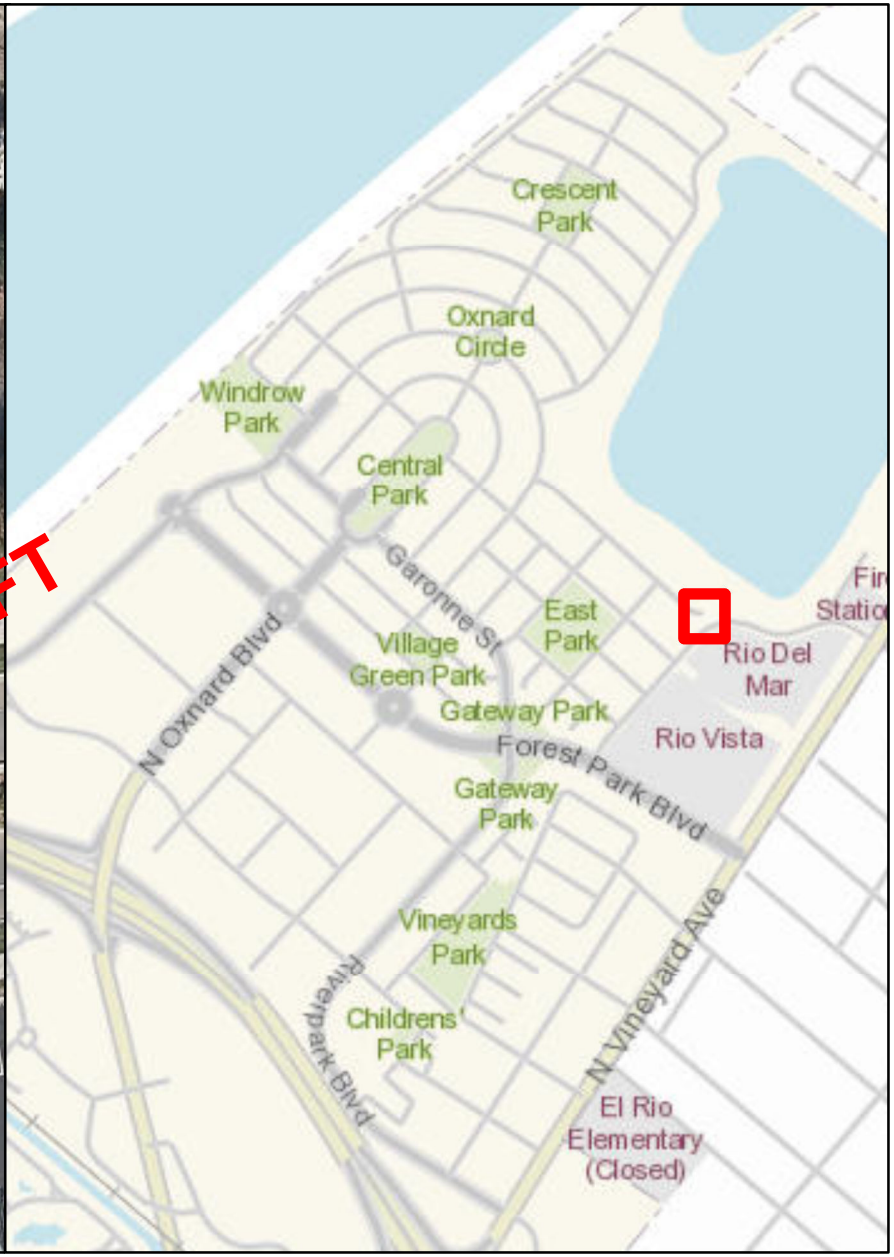


N W E S

# Filtration Unit No. 237






## STORMFILTER CATCHBASIN - 6'X15'

### Number of Cartridges is 13

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 238









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 239









## STORMFILTER GRATE INLET - 60"

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

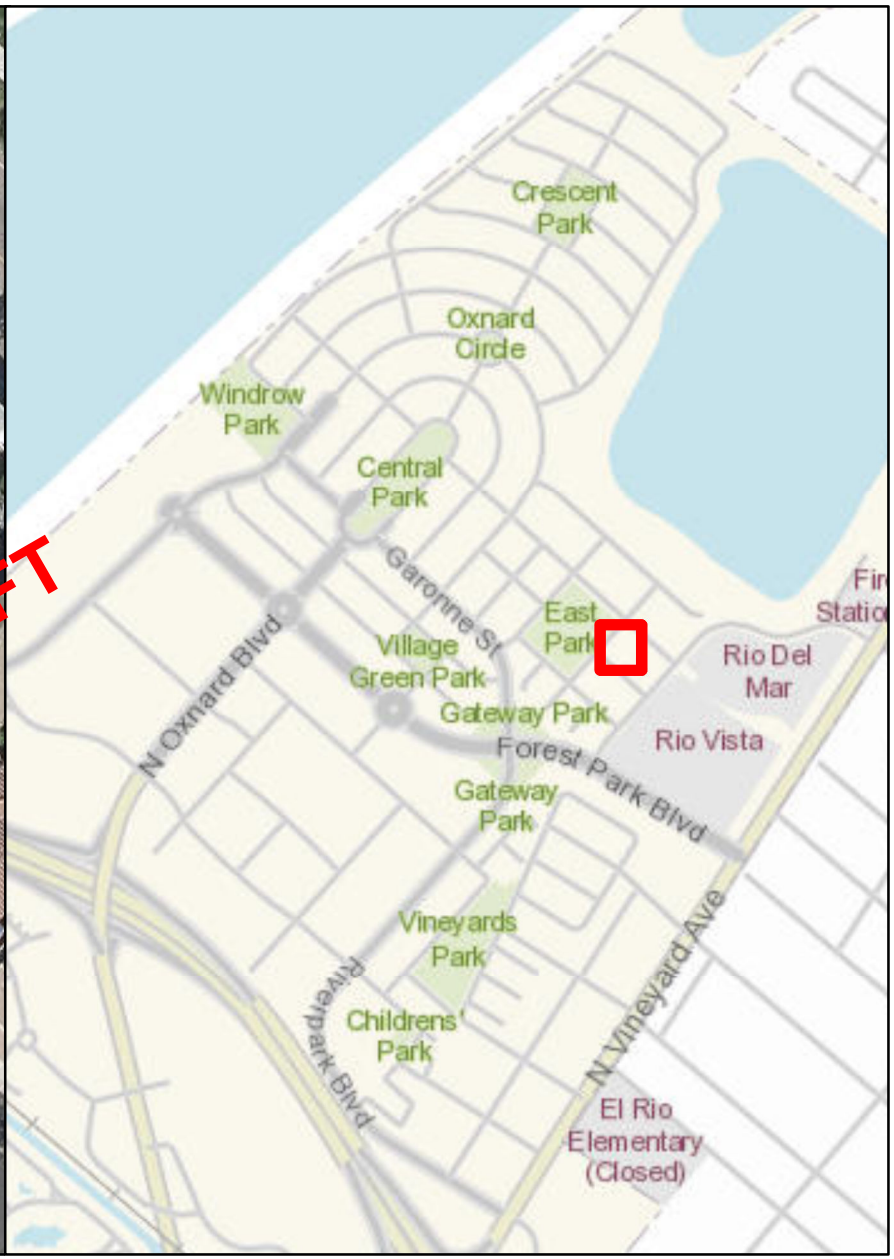


N W E S 444

# Filtration Unit No. 240






## STORMFILTER GRATE INLET - 60"

Number of Cartridges is 3

**Legend**

Filtration Unit

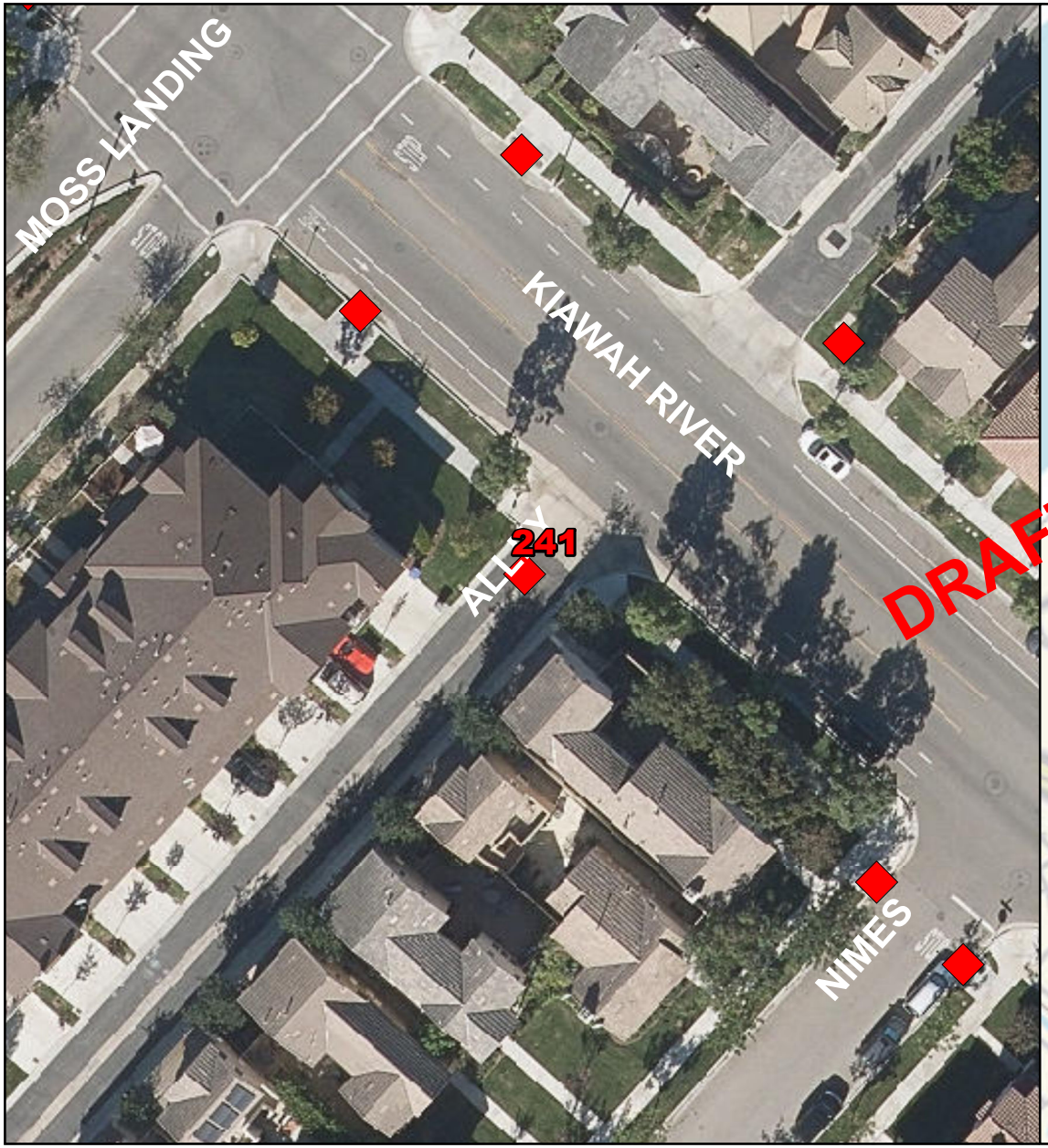
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 241









## STORMFILTER GRATE INLET - 60"

Number of Cartridges is 7

**Legend**

Filtration Unit

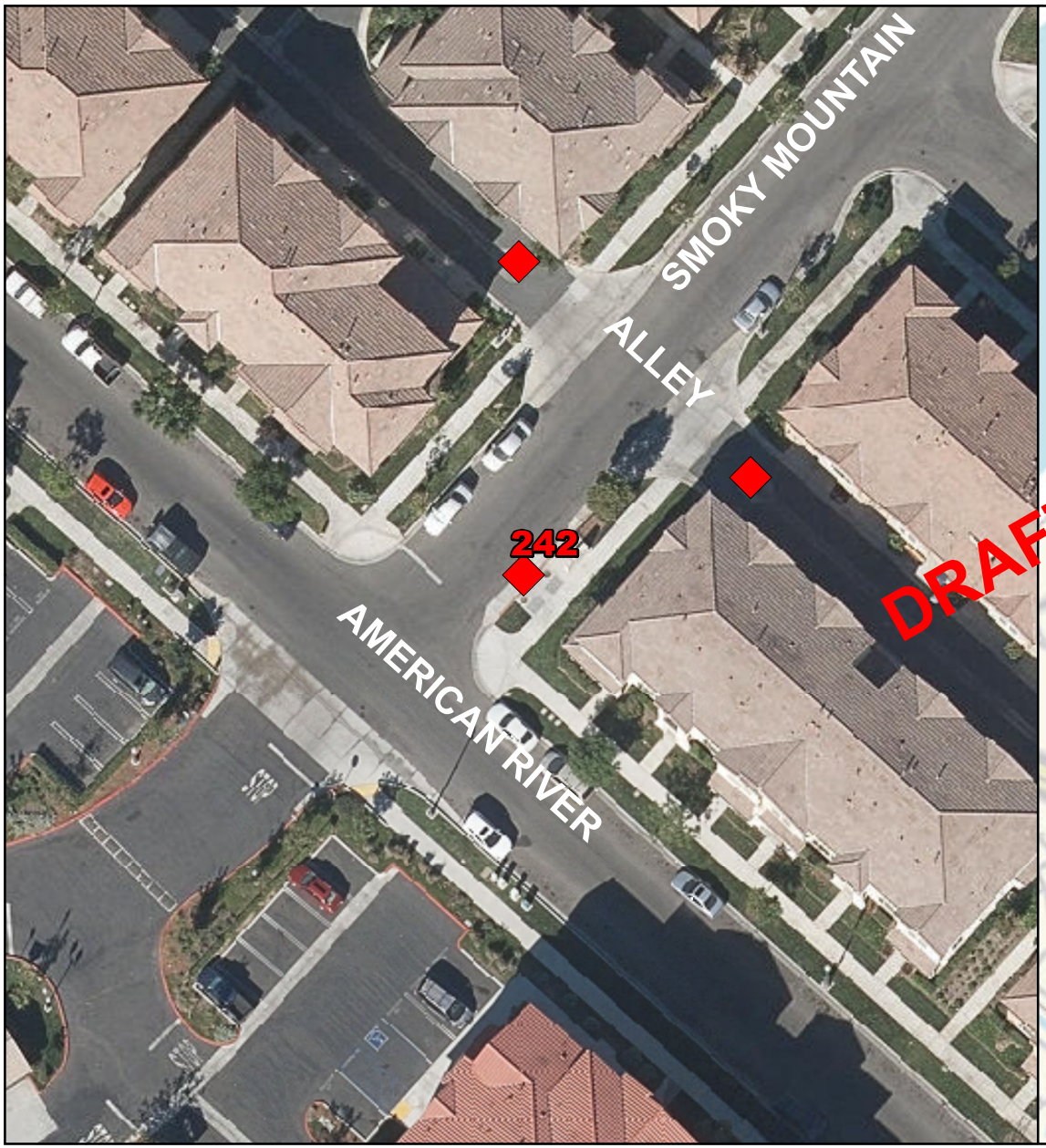
0 15 30 60 90 120 Feet

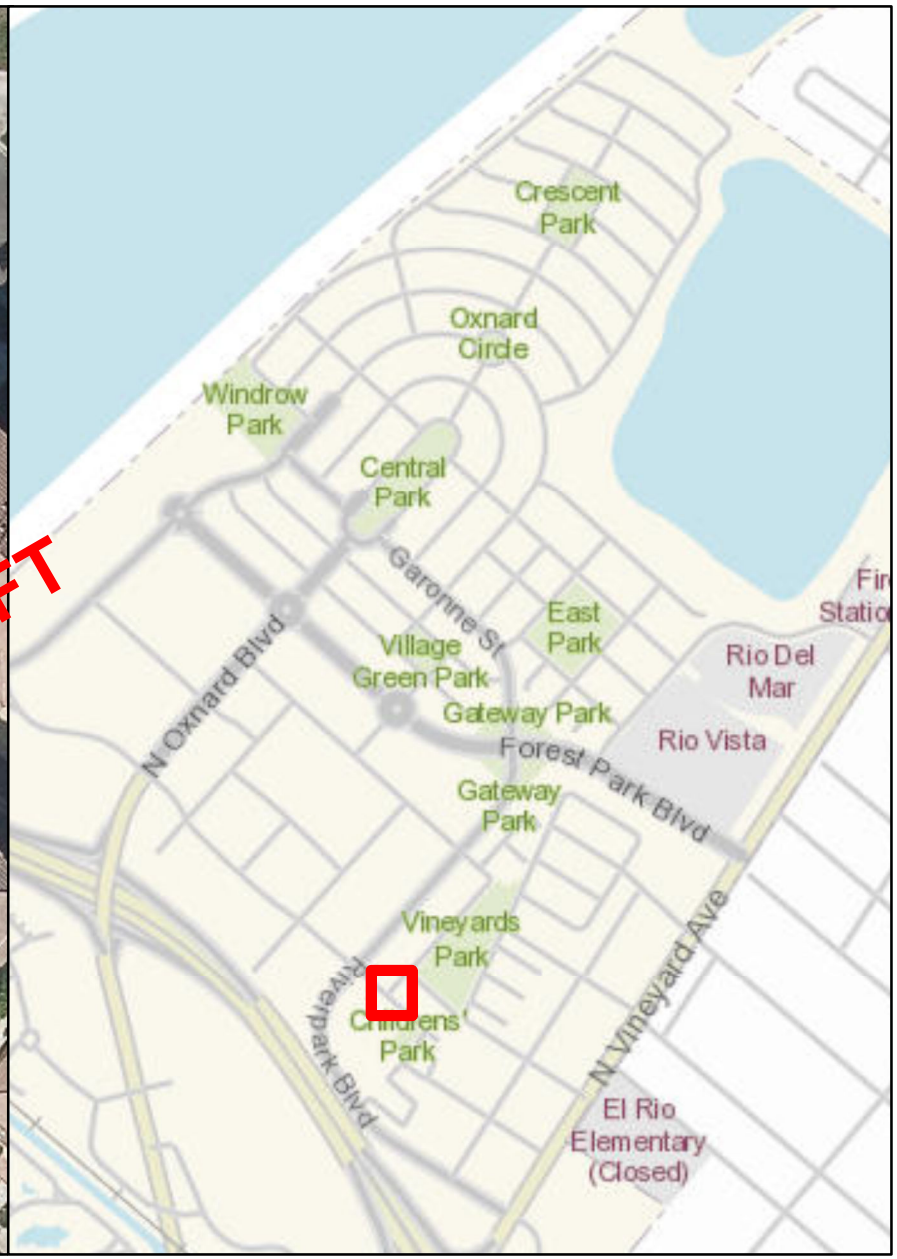


N W E S

# Filtration Unit No. 242






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

**Legend**

Filtration Unit

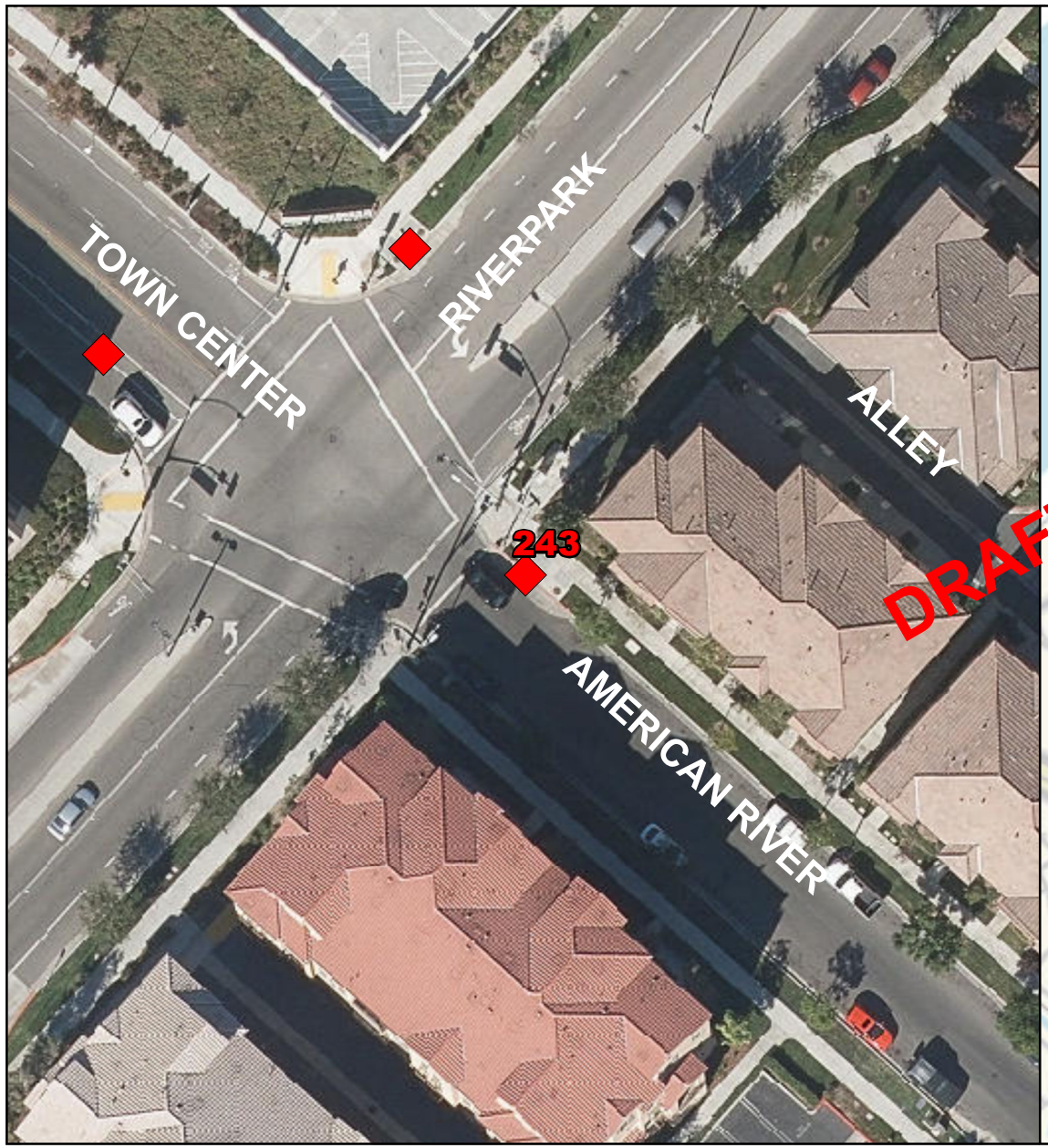
0 15 30 60 90 120 Feet



N W E S 447

# Filtration Unit No. 243









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 8

**Legend**

Filtration Unit

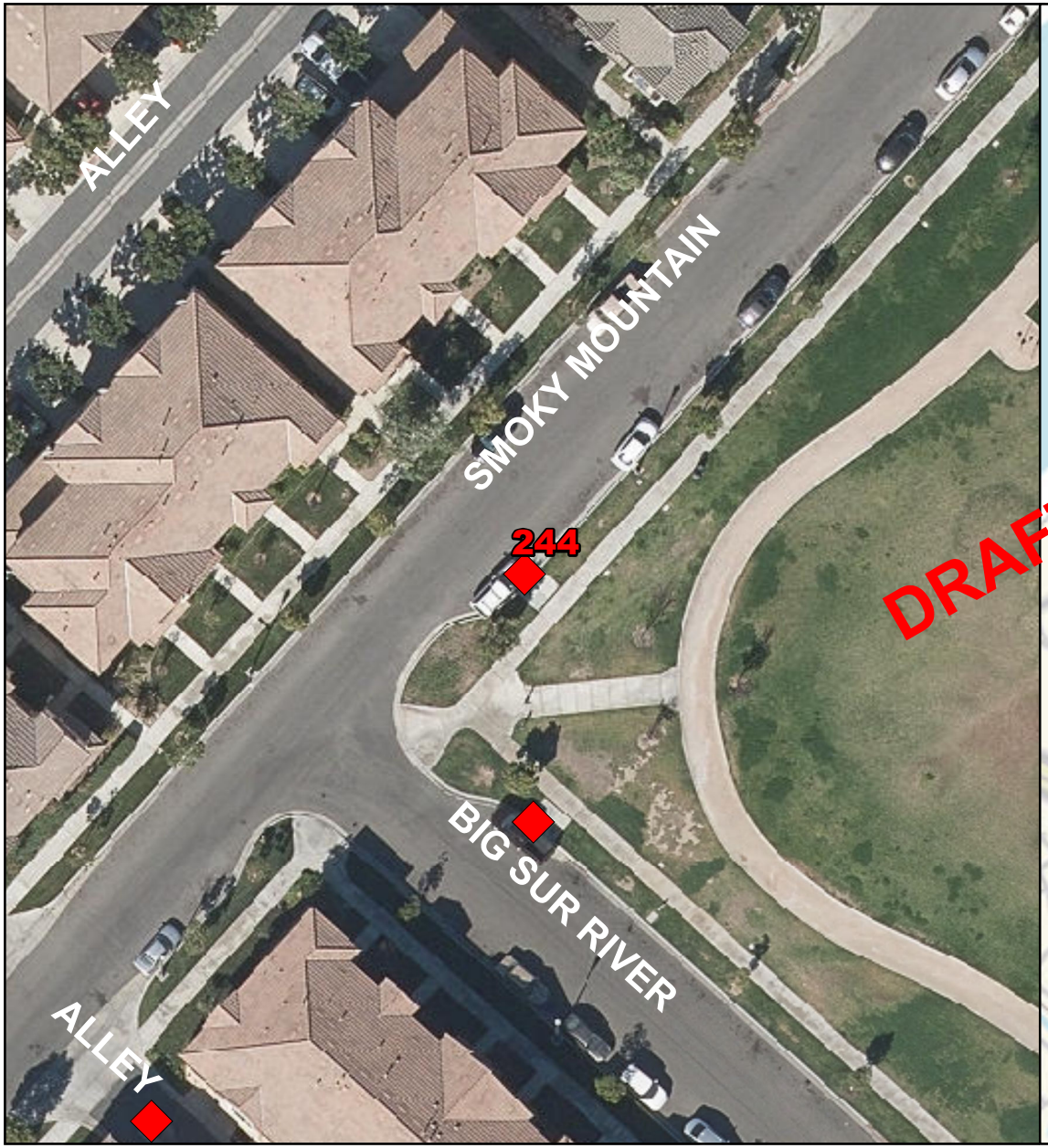
0 15 30 60 90 120 Feet

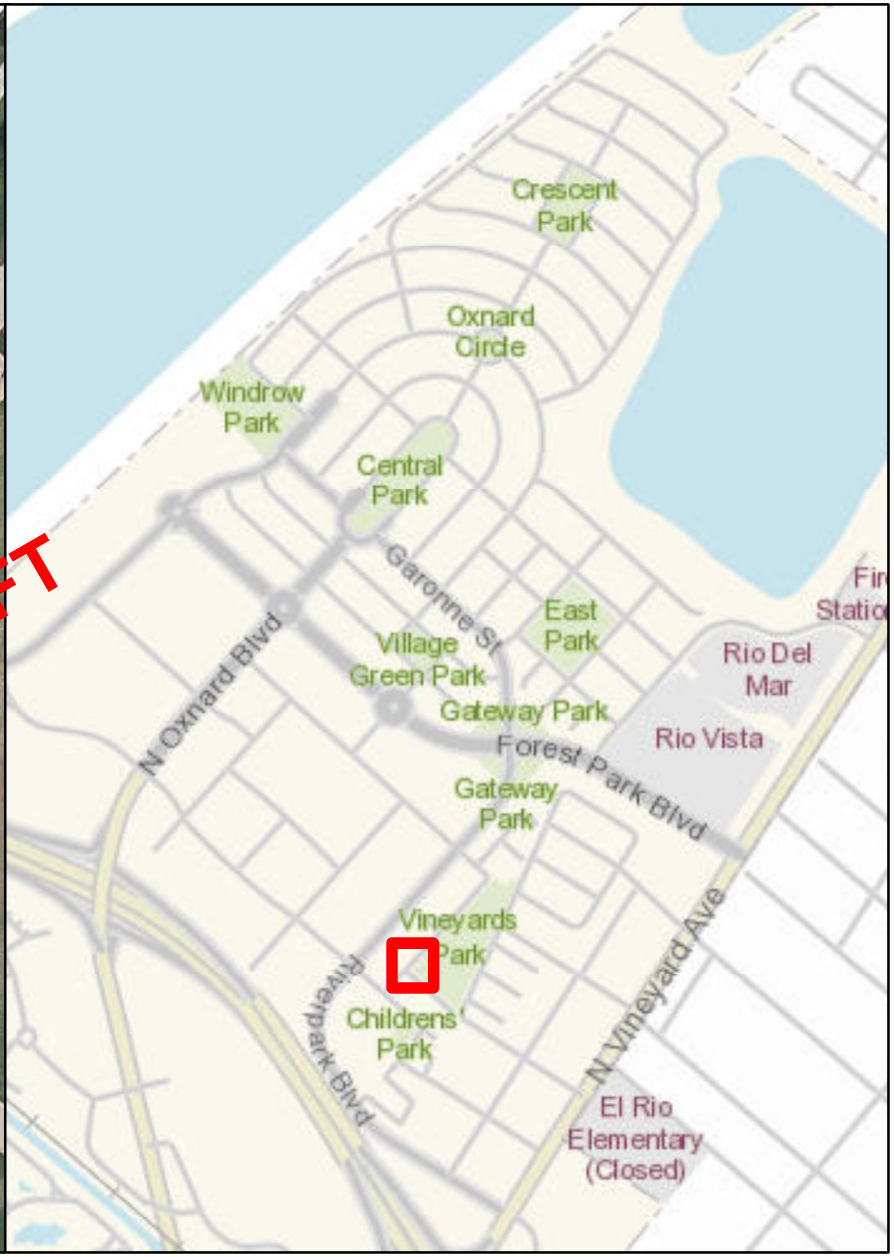


N W E S

# Filtration Unit No. 244






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 1

**Legend**

Filtration Unit

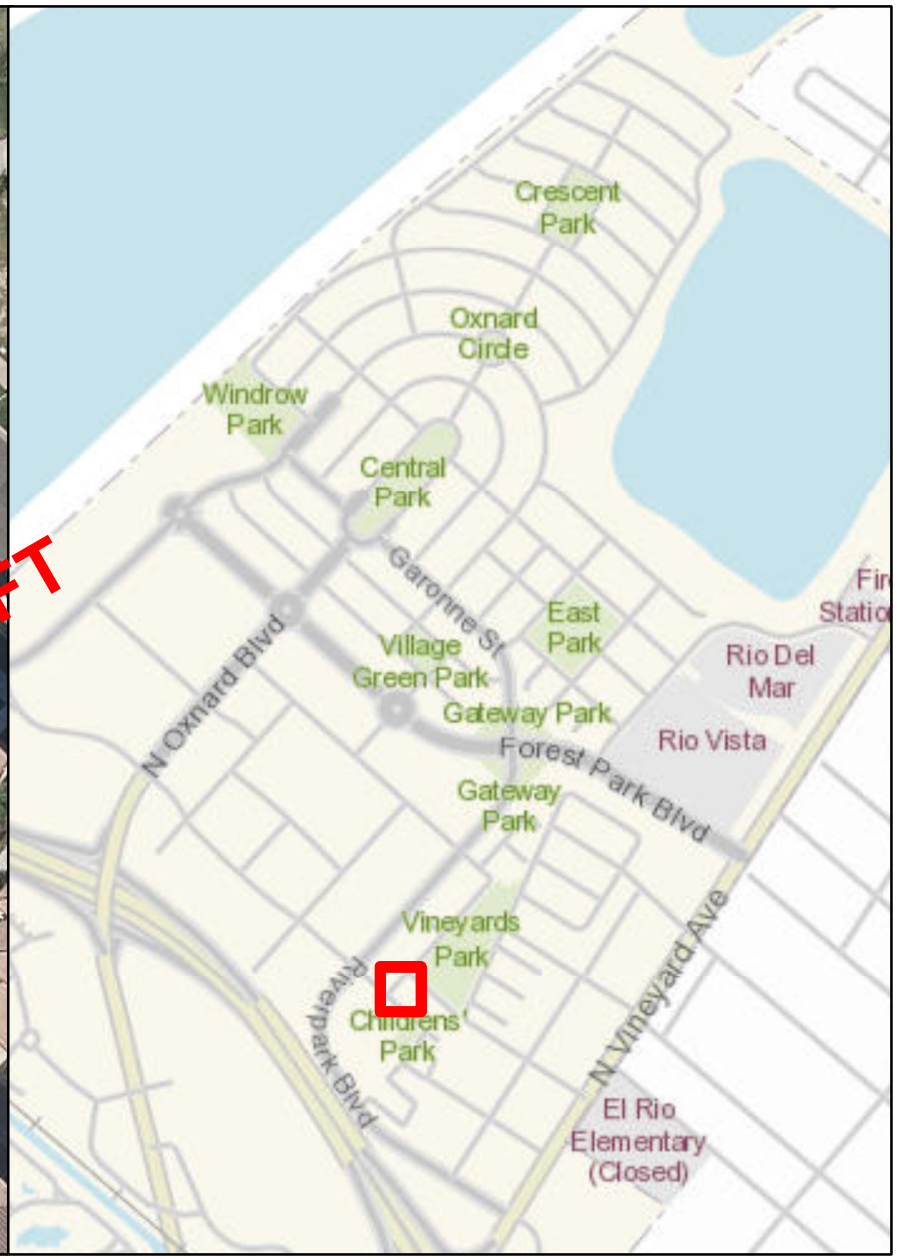
0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 245






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



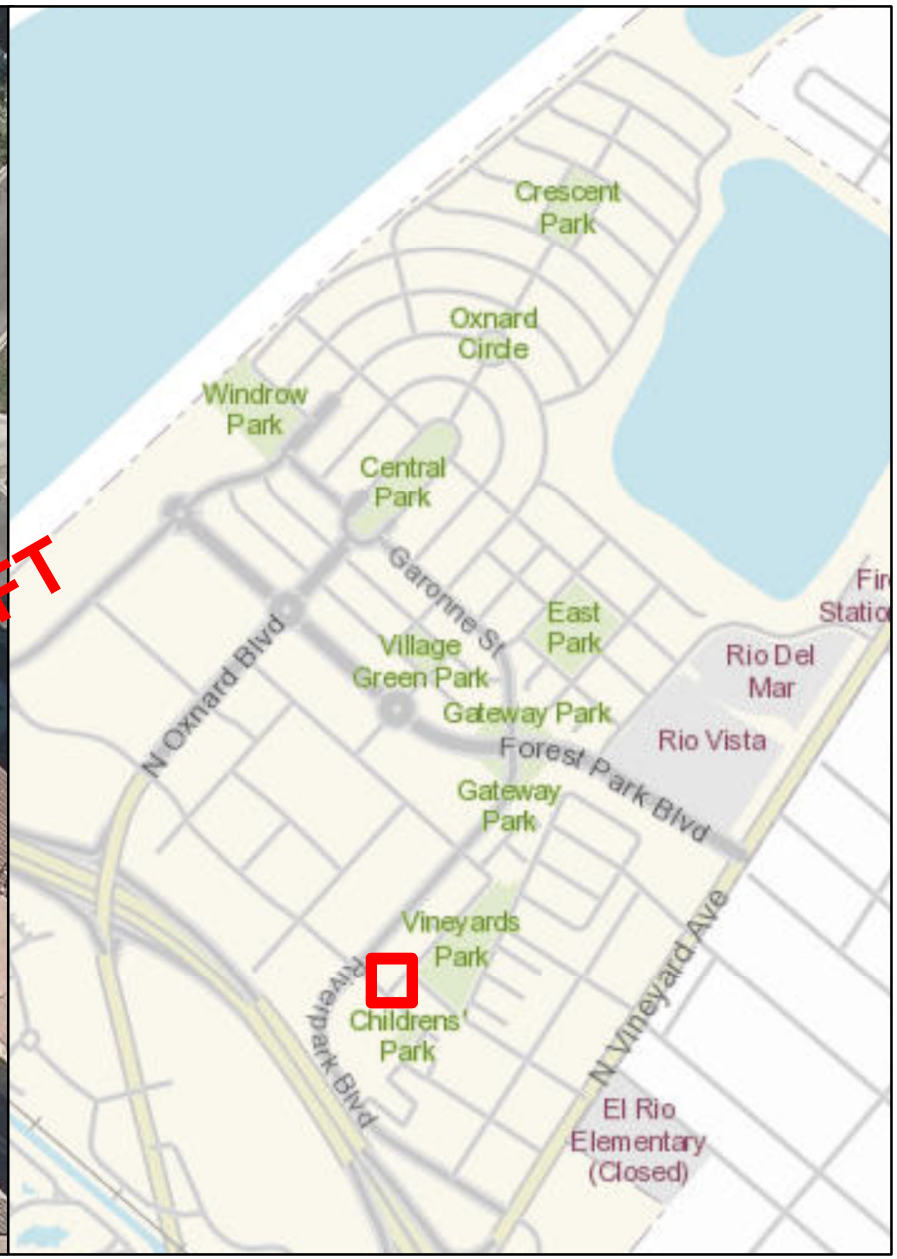
N W E S

450

# Filtration Unit No. 246






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 247









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

**Legend**

Filtration Unit

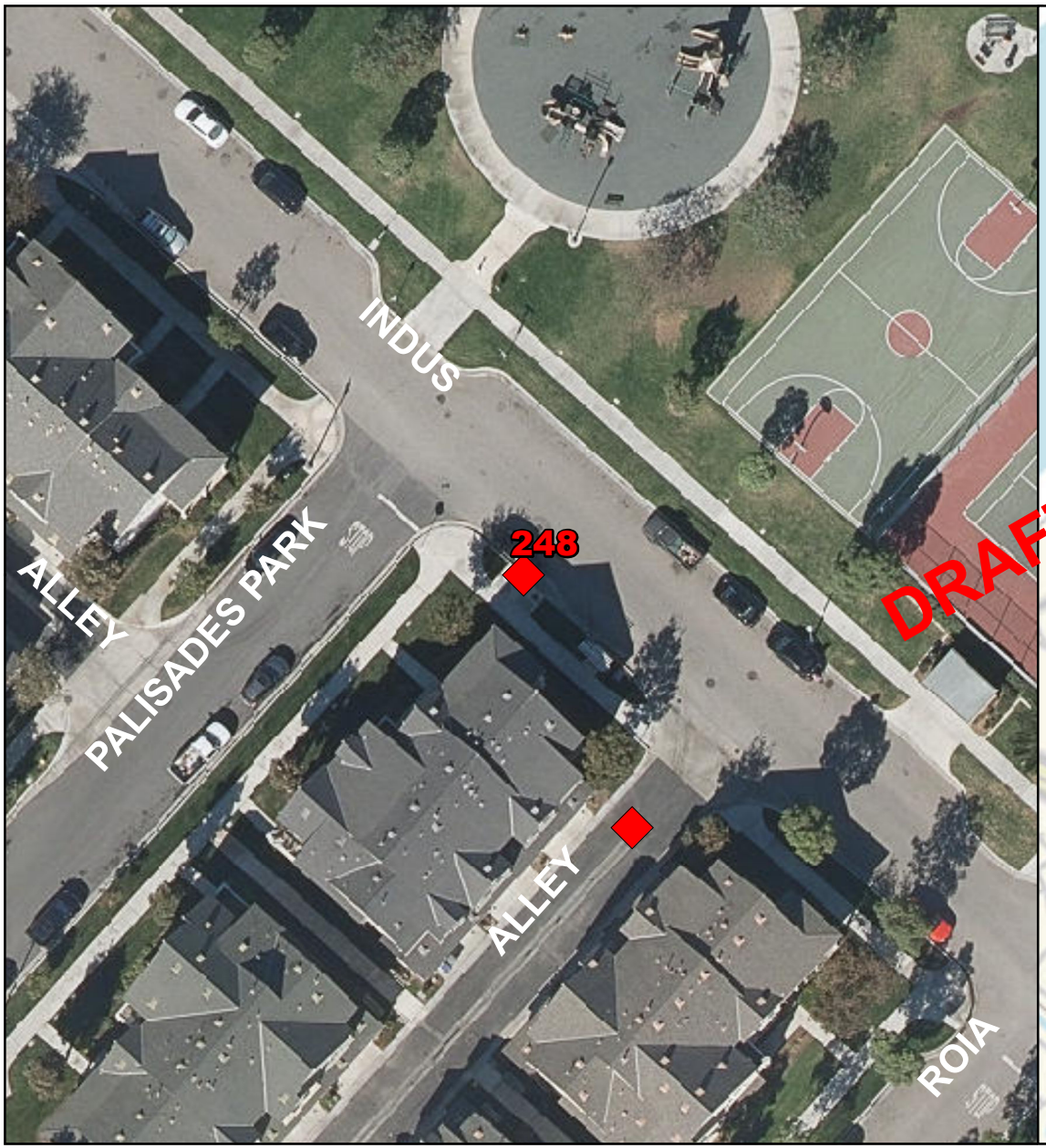
0 15 30 60 90 120 Feet

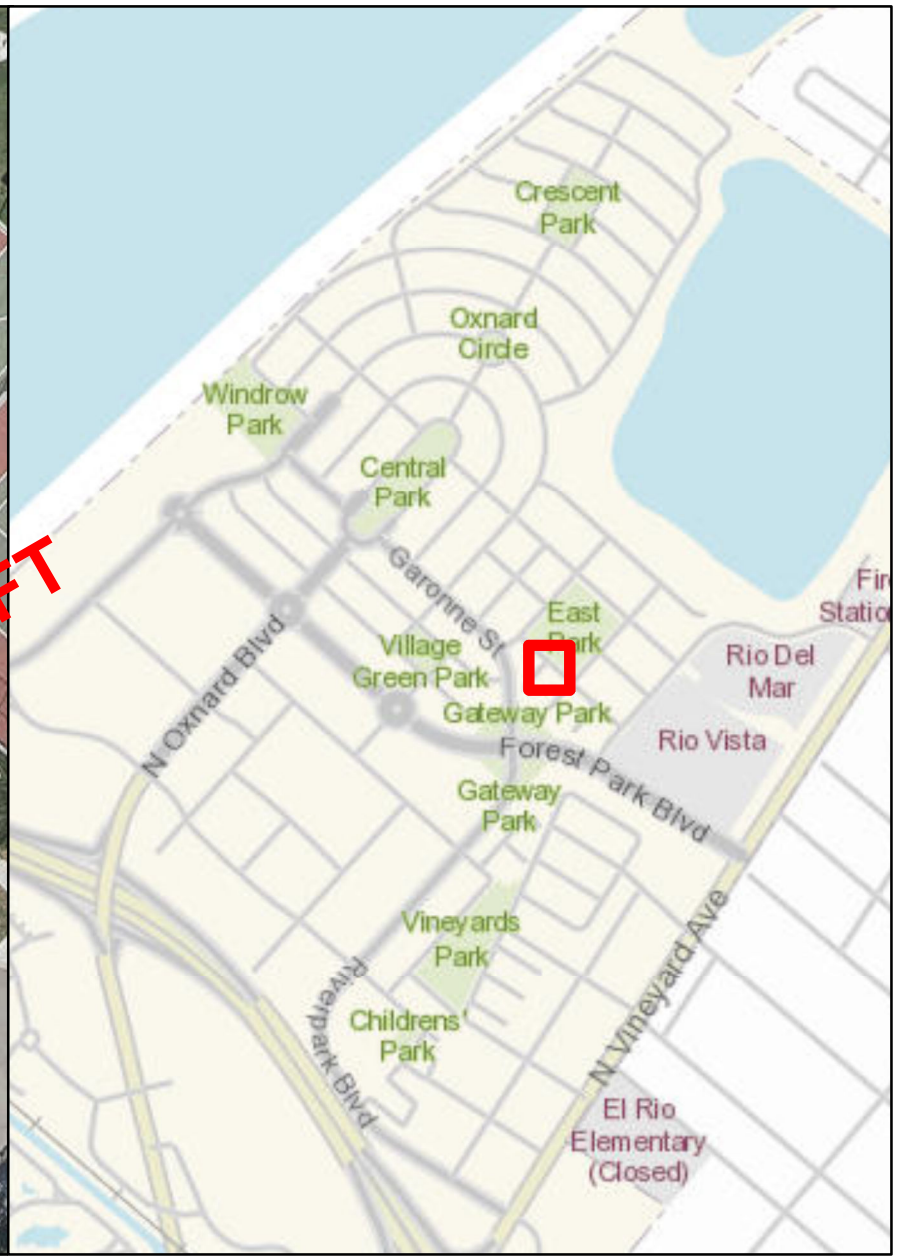


N W E S

# Filtration Unit No. 248






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

**Legend**

Filtration Unit

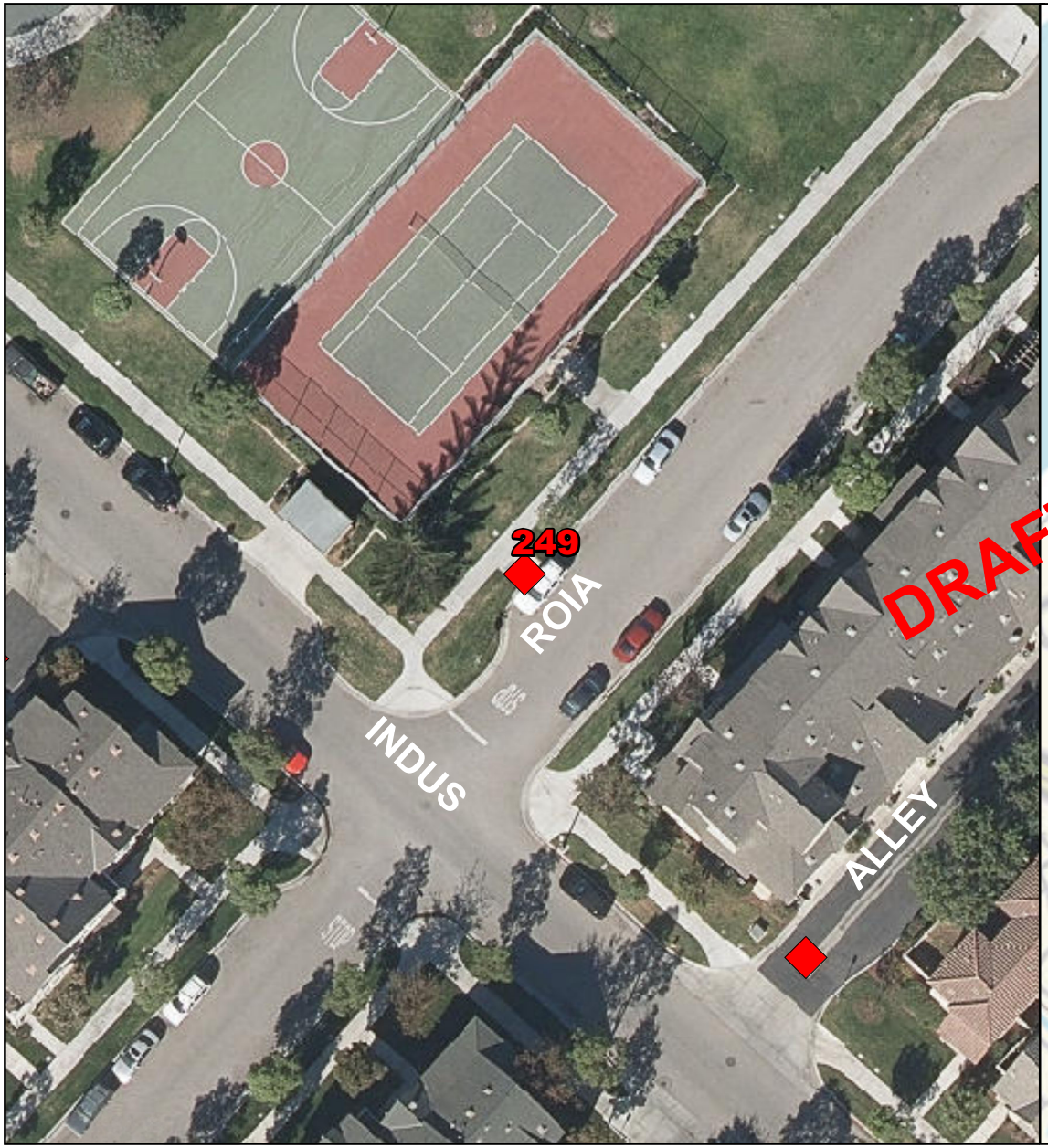
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 249









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 1

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

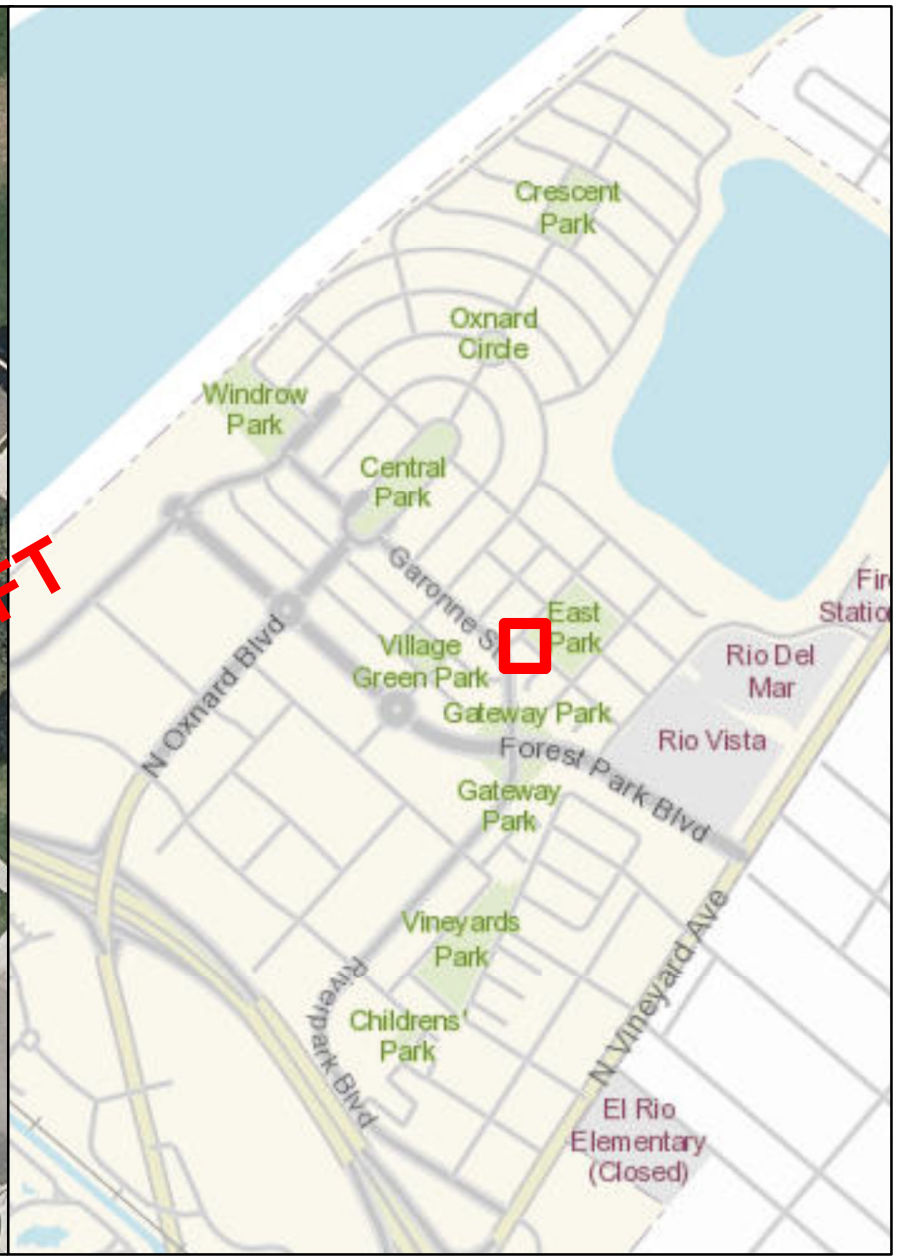


N W E S 454

# Filtration Unit No. 250






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

**Legend**

Filtration Unit

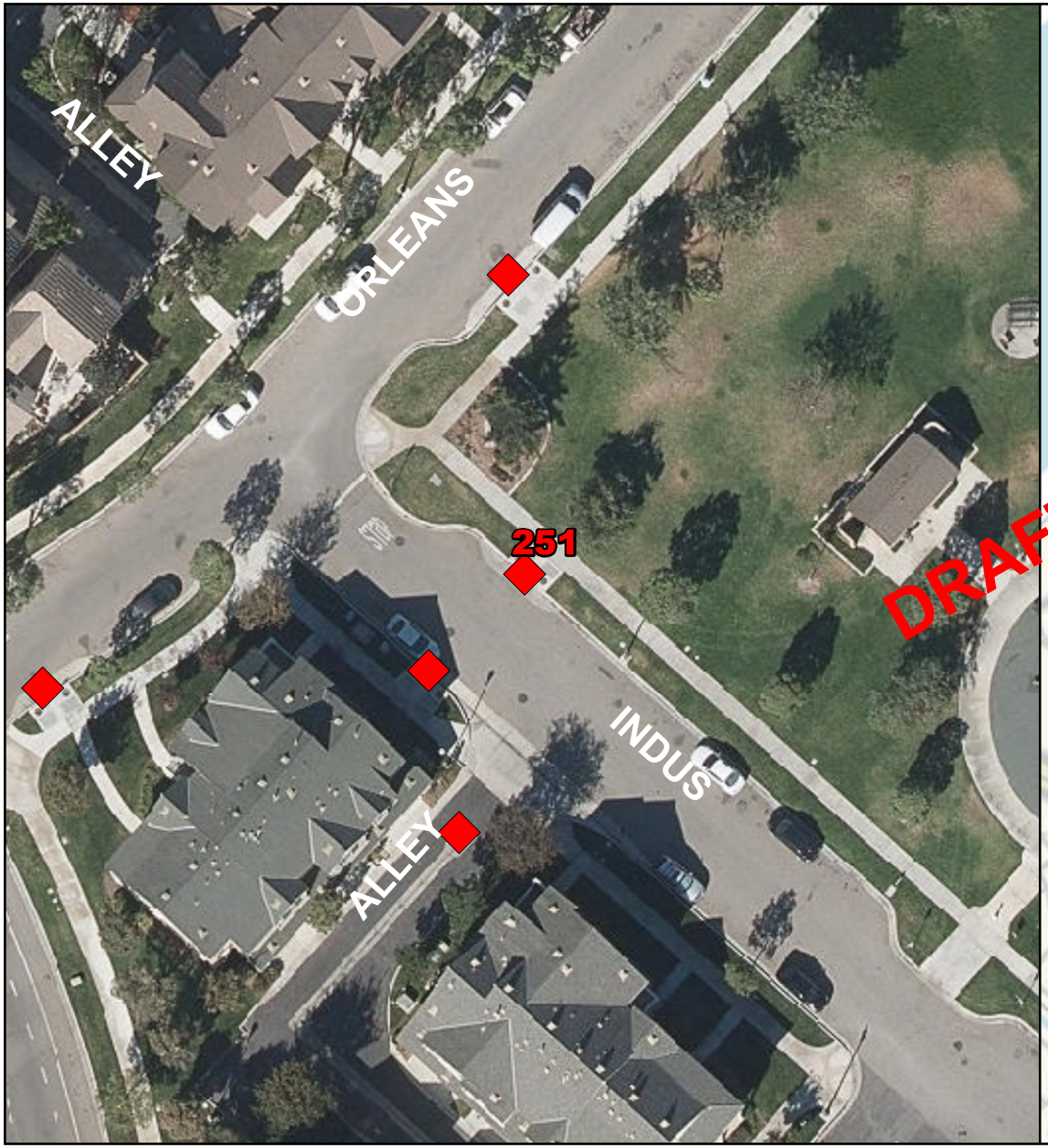
0 15 30 60 90 120 Feet

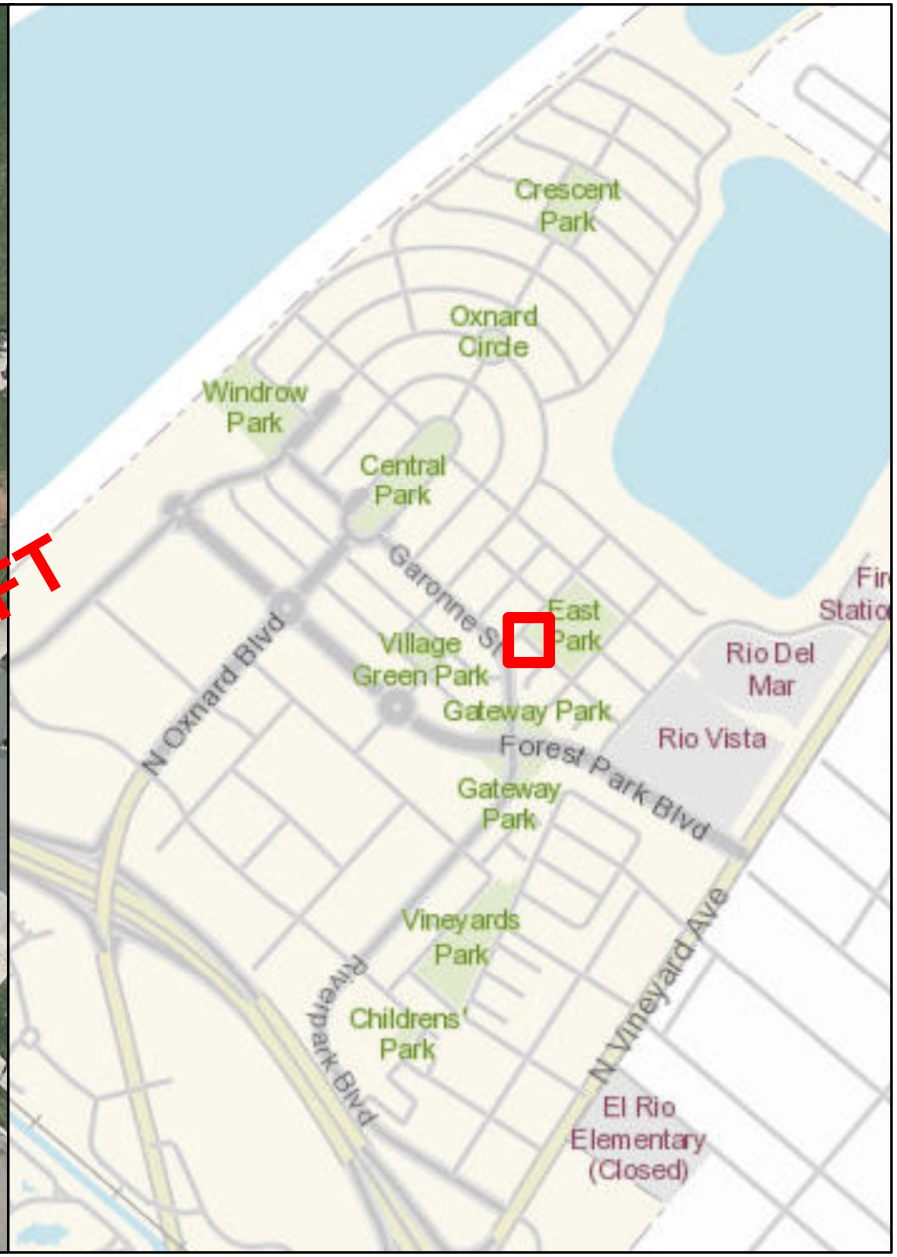


N W E S 455

# Filtration Unit No. 251






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 7

**Legend**

Filtration Unit

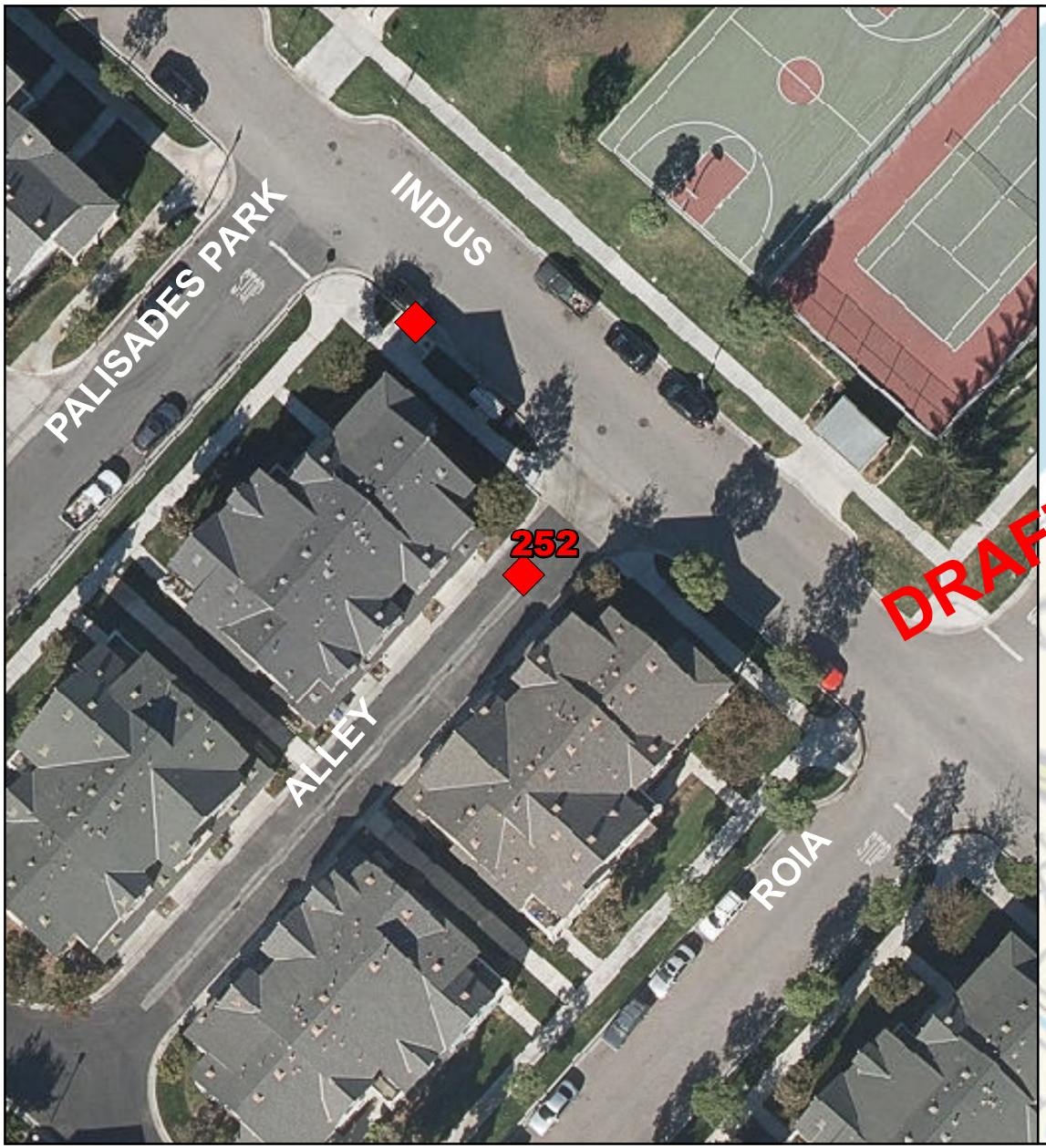
0 15 30 60 90 120 Feet

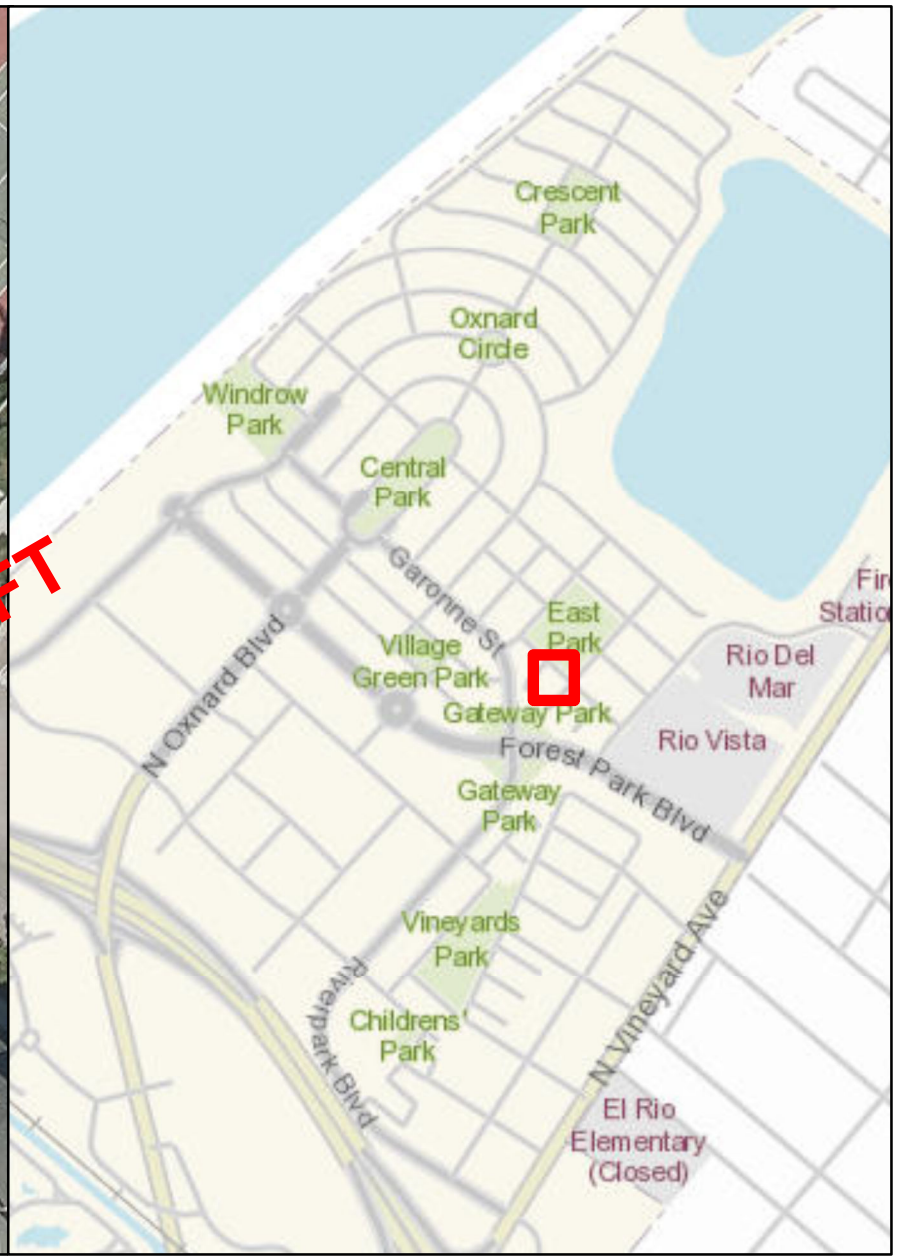


N W E S

# Filtration Unit No. 252






## STORMFILTER GRATE INLET - 60"

Number of Cartridges is 2

**Legend**

Filtration Unit

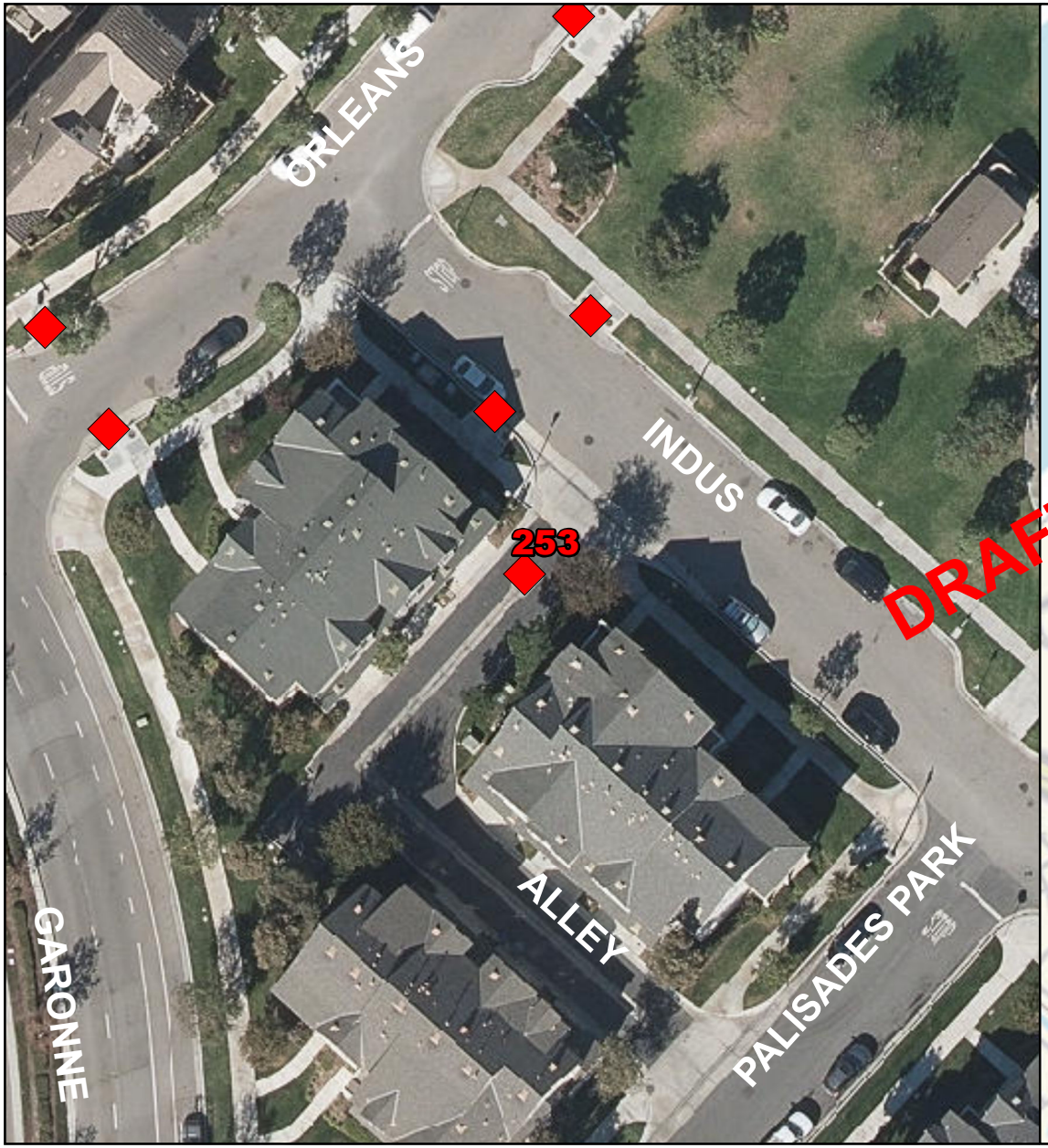
0 15 30 60 90 120 Feet

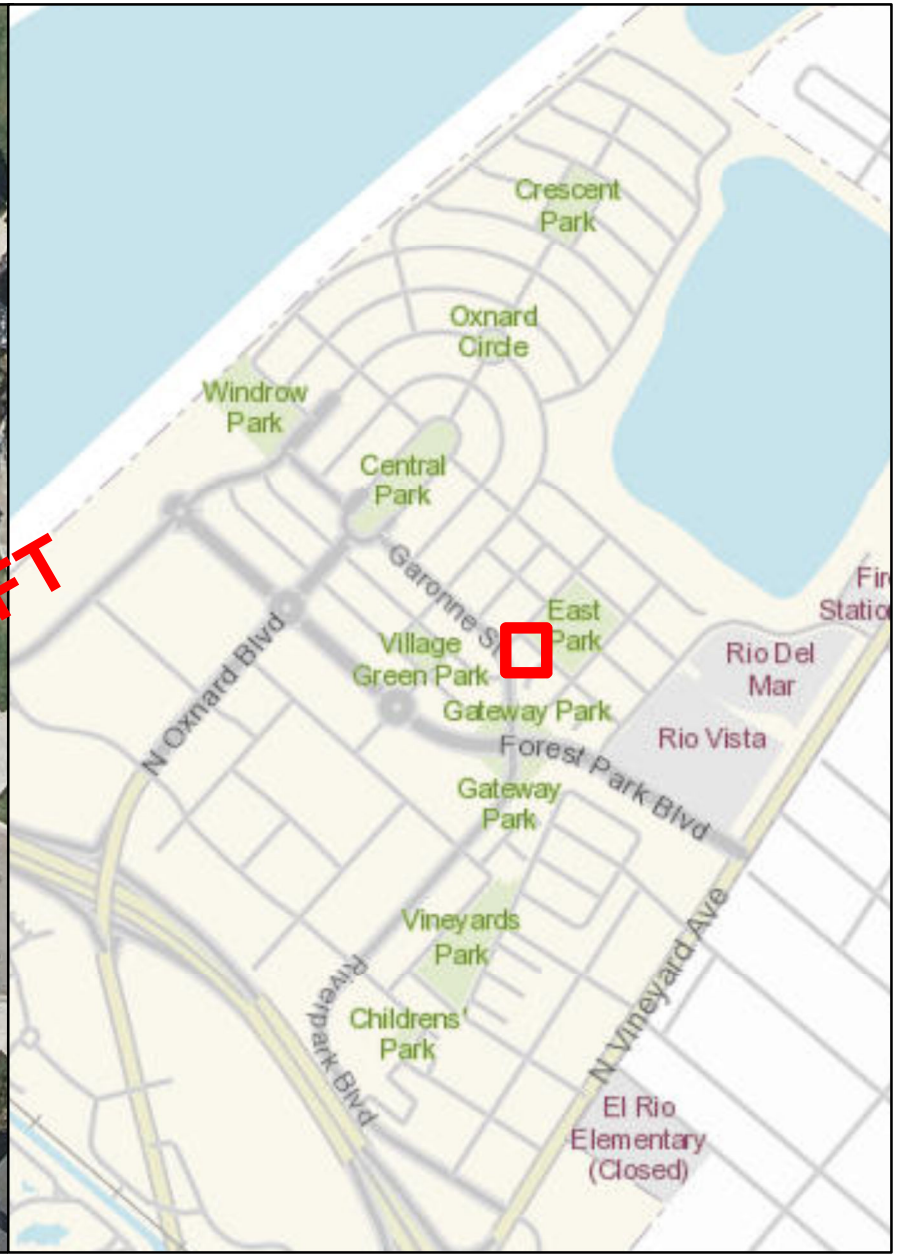


N W E S

# Filtration Unit No. 253






## STORMFILTER GRATE INLET - 60"

Number of Cartridges is 3

**Legend**

Filtration Unit

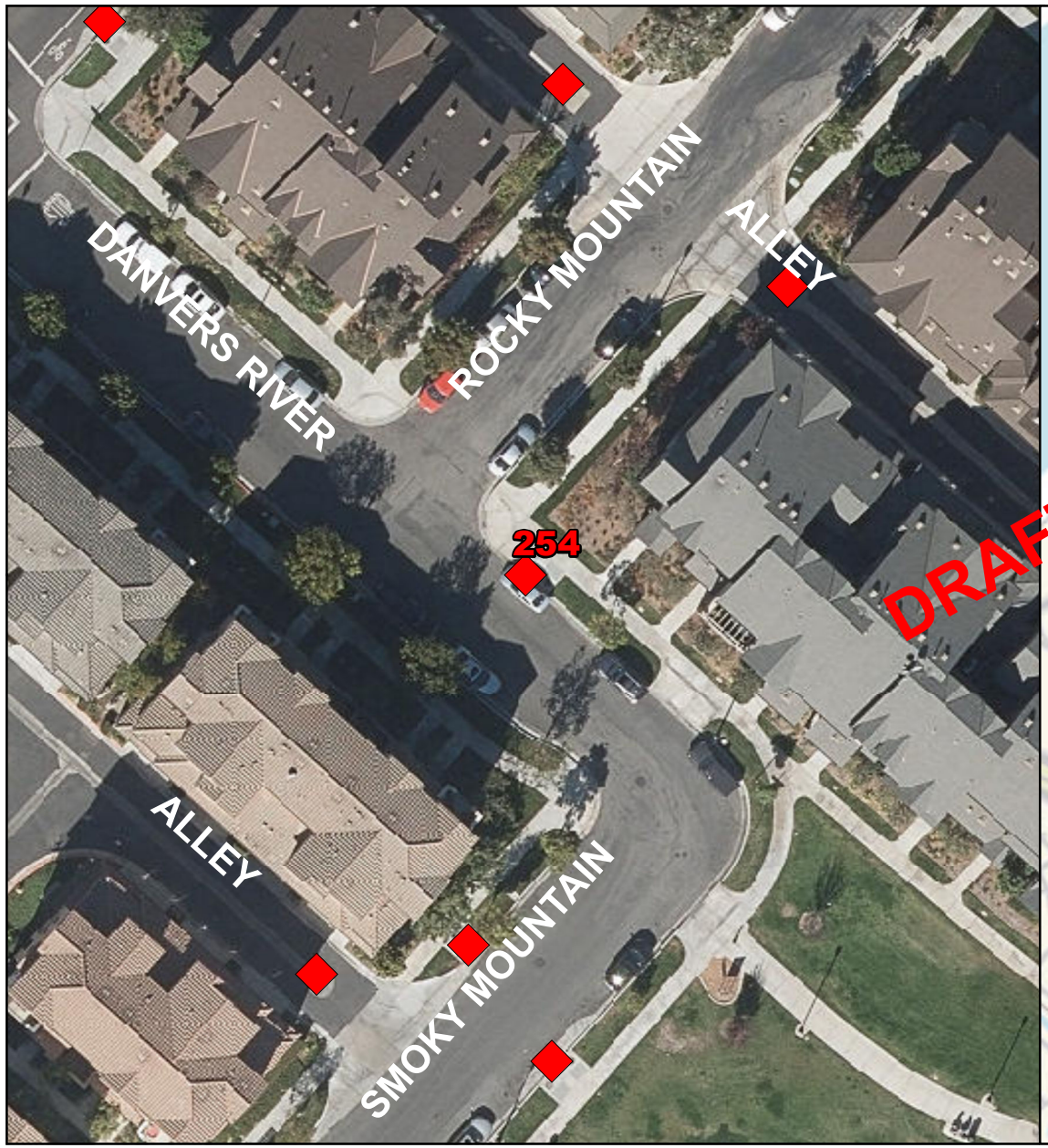
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 254









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 3

**Legend**

Filtration Unit

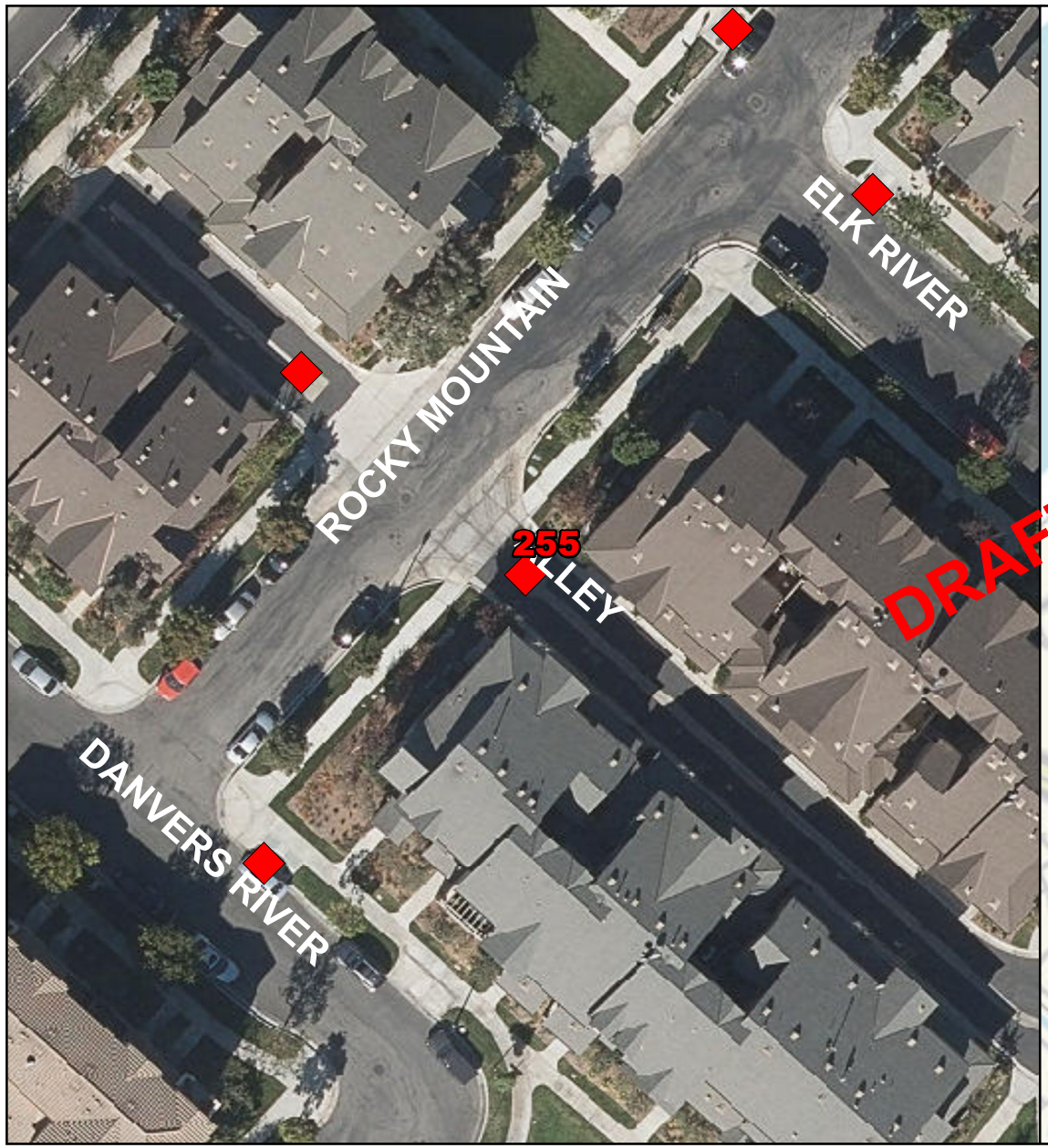
0 15 30 60 90 120 Feet

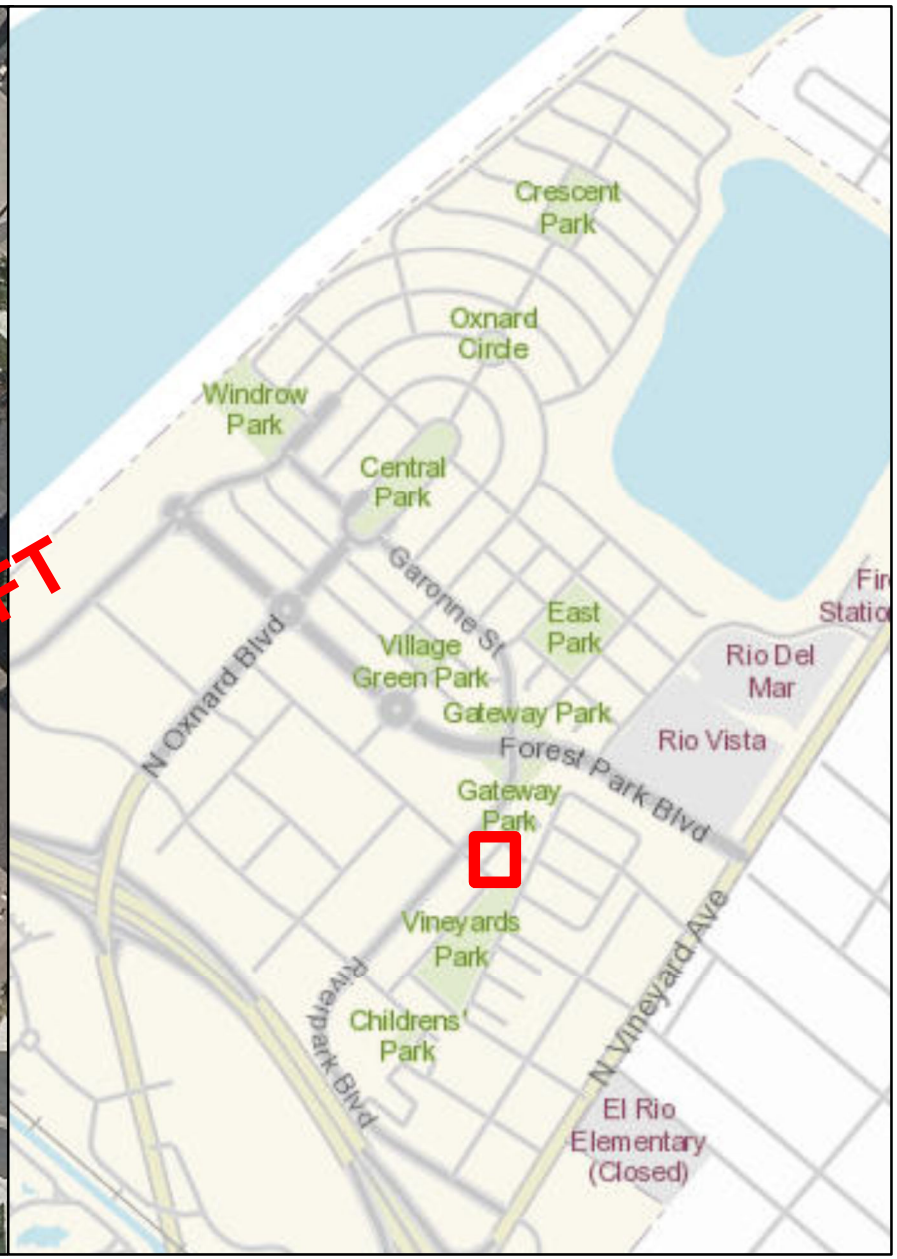


N W E S

# Filtration Unit No. 255






## STORMFILTER GRATE INLET - 60"

Number of Cartridges is 3

**Legend**

Filtration Unit

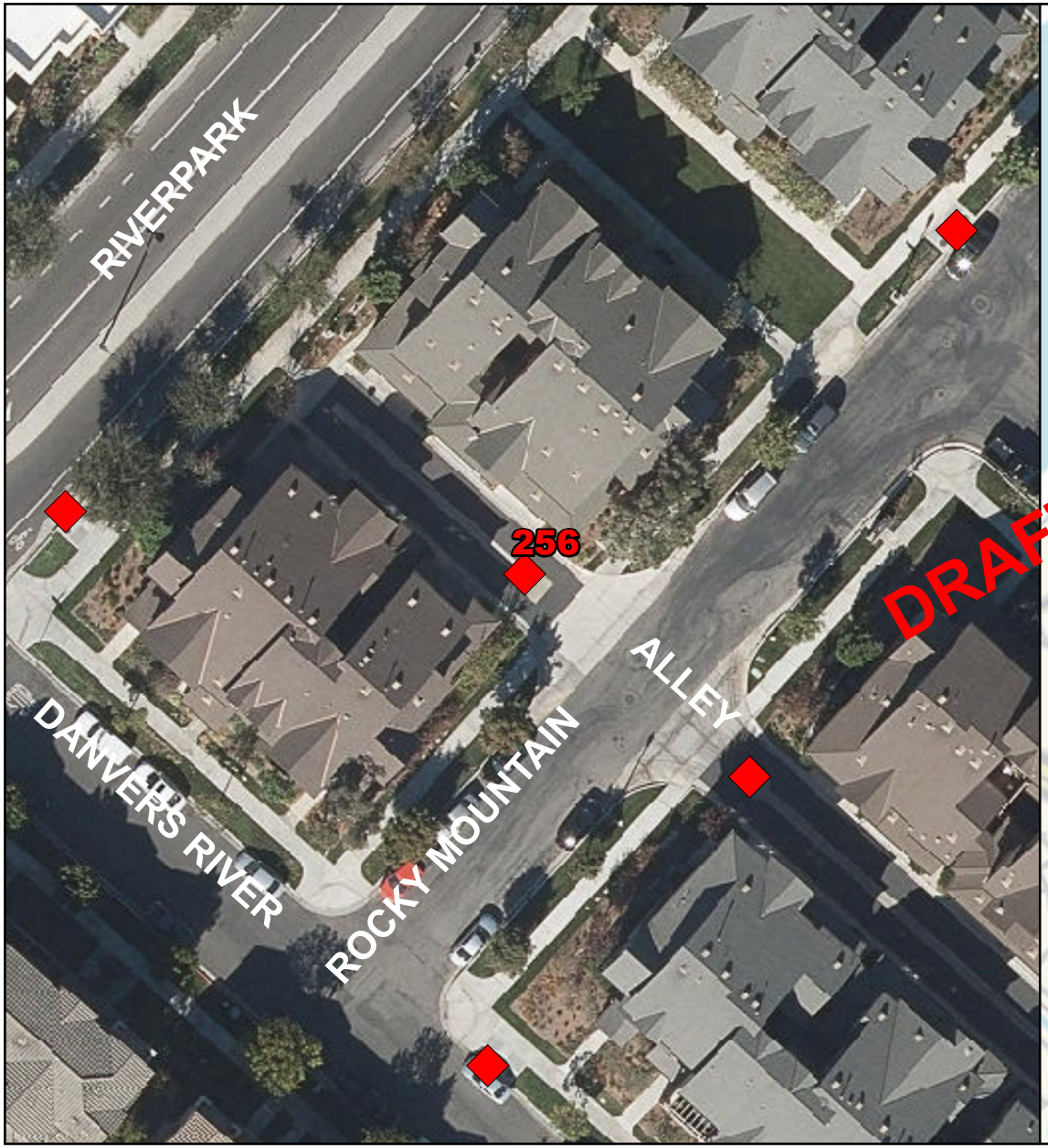
0 15 30 60 90 120 Feet



N W E S 460

# Filtration Unit No. 256









## STORMFILTER GRATE INLET - 60"

Number of Cartridges is 2

**Legend**

Filtration Unit

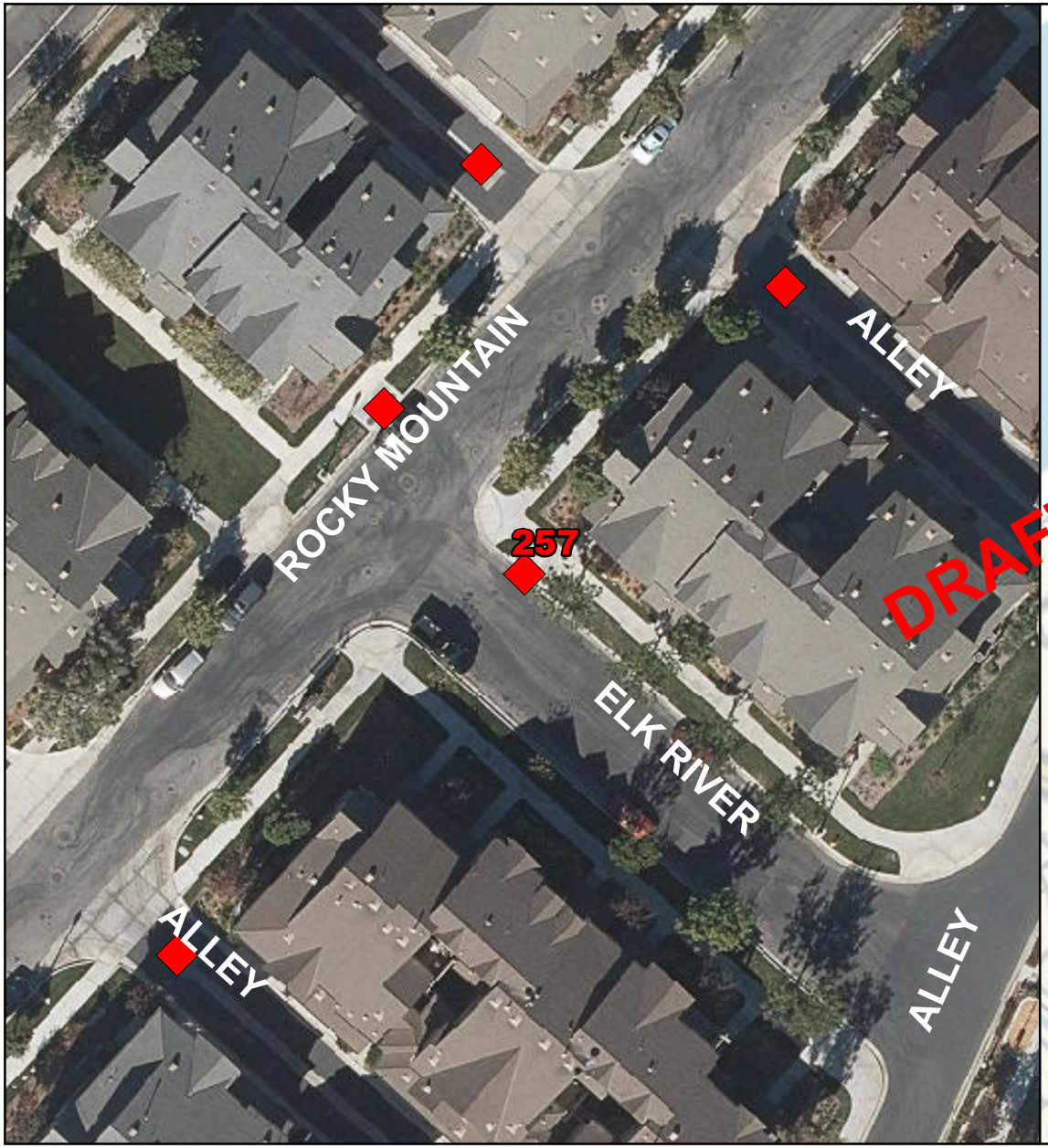
0 15 30 60 90 120 Feet

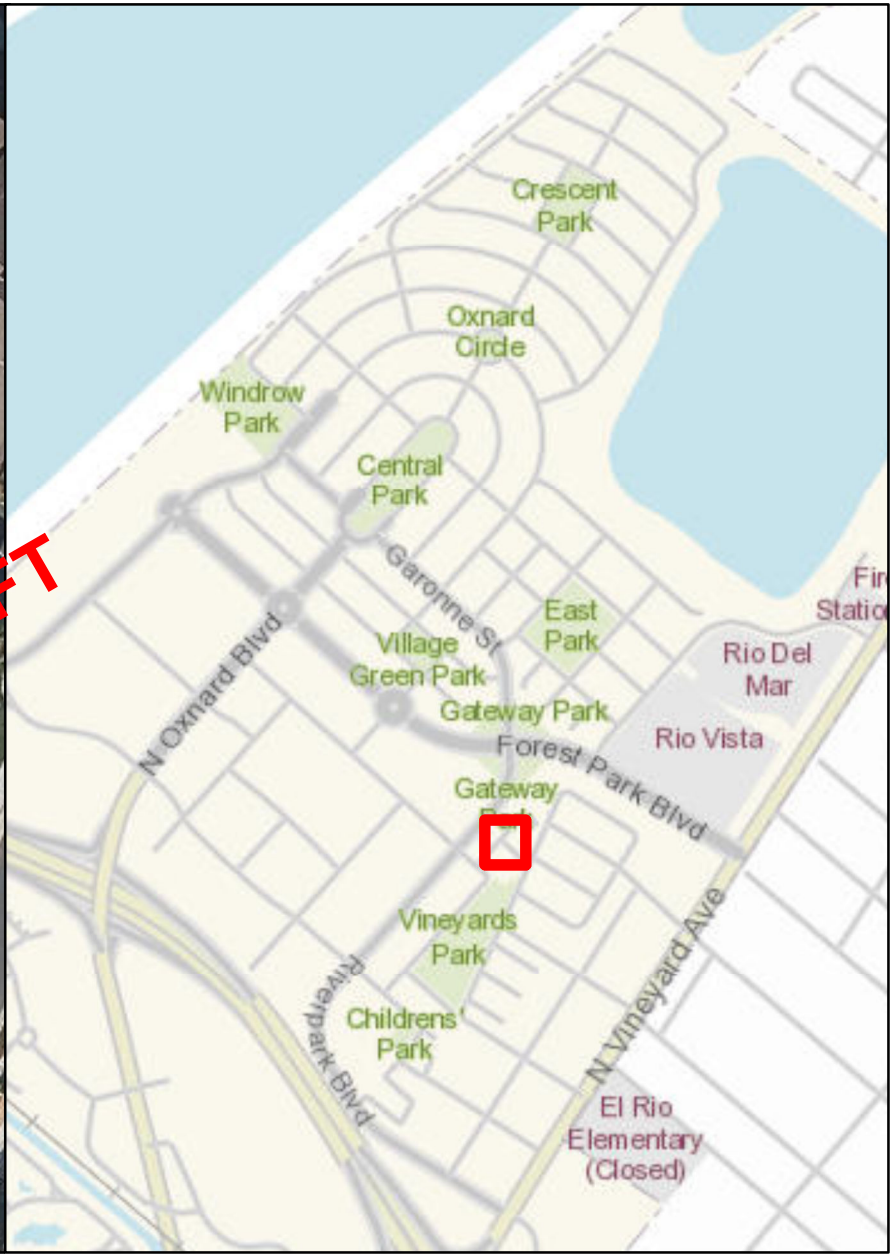


N W E S

# Filtration Unit No. 257






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 258









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 3

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

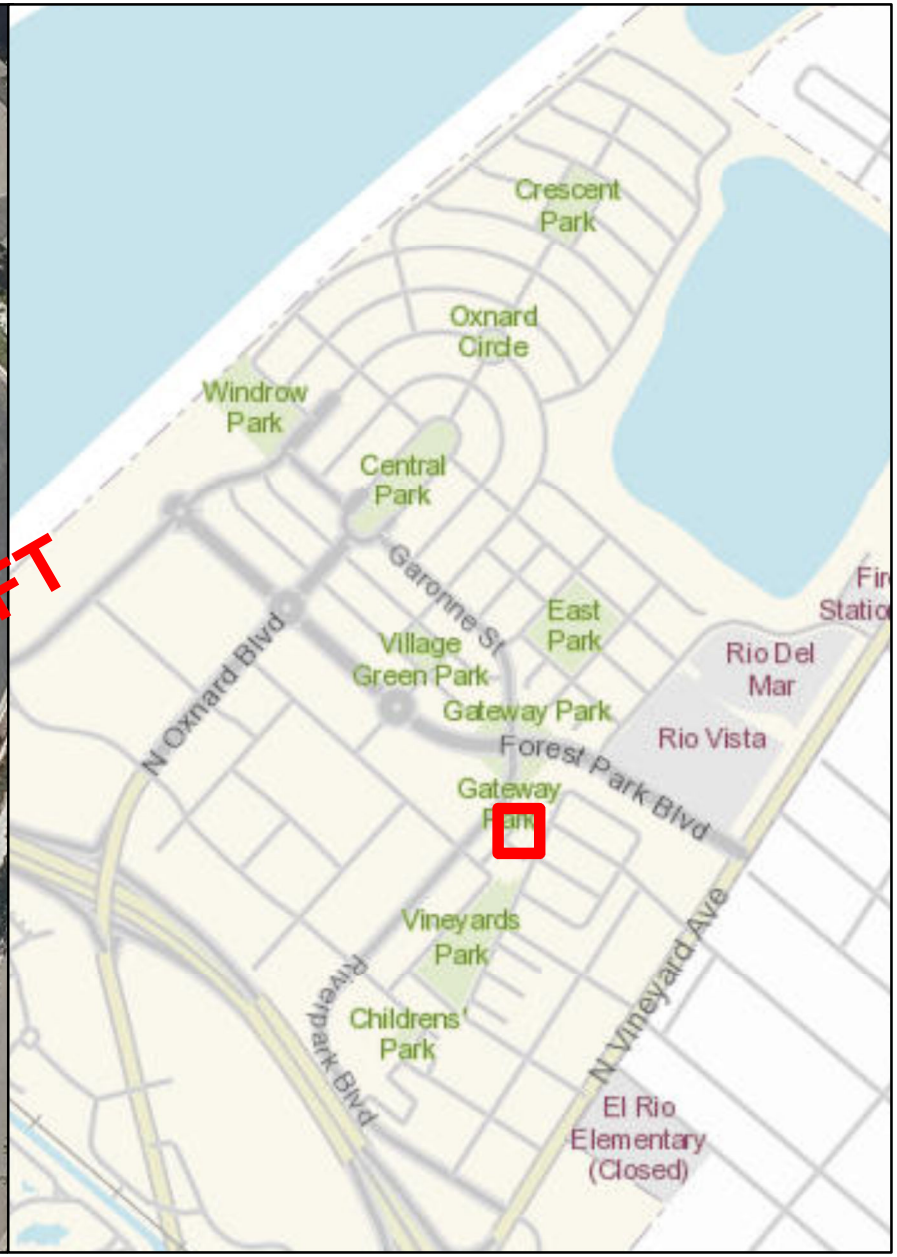


N W E S

# Filtration Unit No. 259






## STORMFILTER GRATE INLET - 60"

Number of Cartridges is 2

**Legend**

Filtration Unit

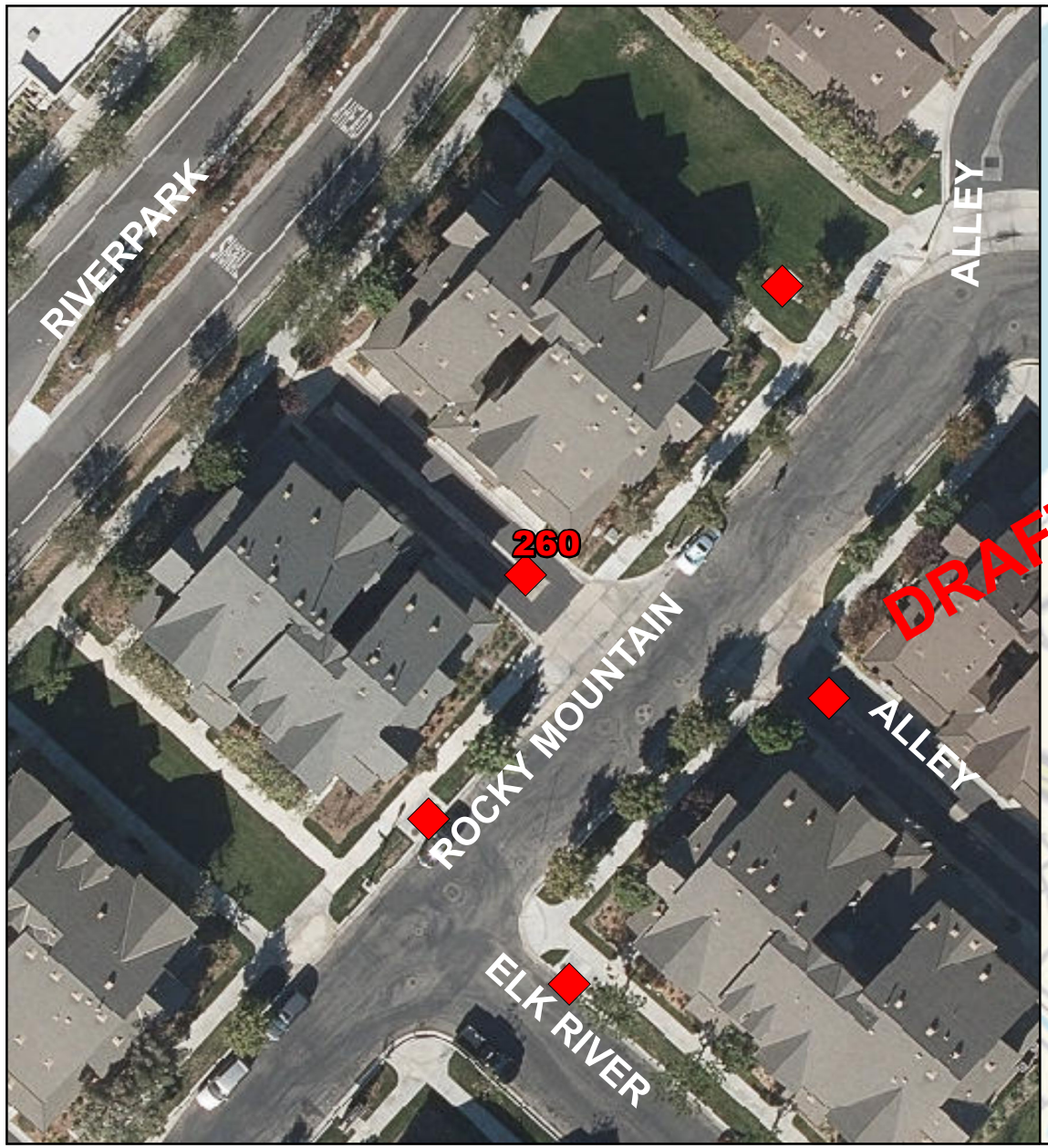
0 15 30 60 90 120 Feet

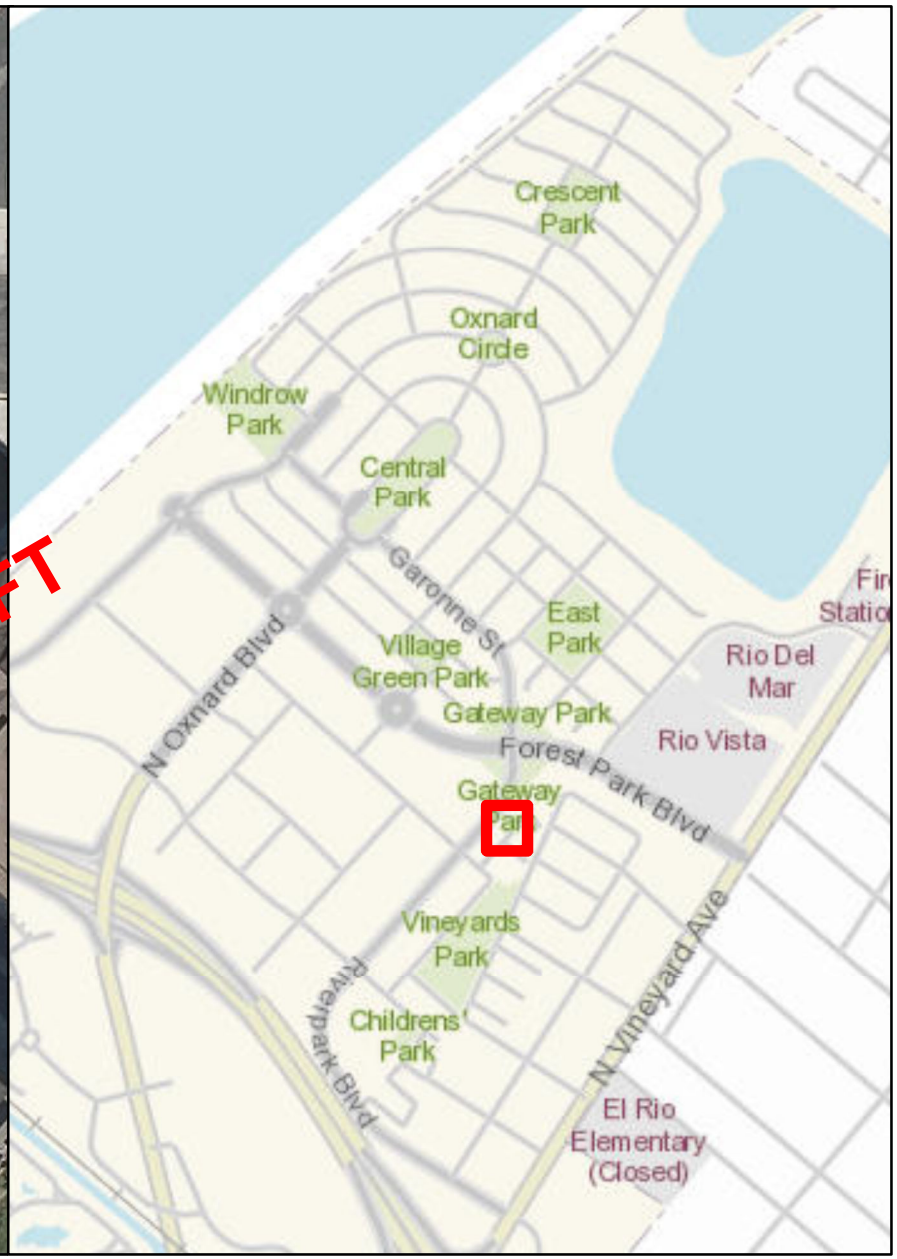


N W E S

# Filtration Unit No. 260






## STORMFILTER GRATE INLET - 60"

Number of Cartridges is 2

**Legend**

Filtration Unit

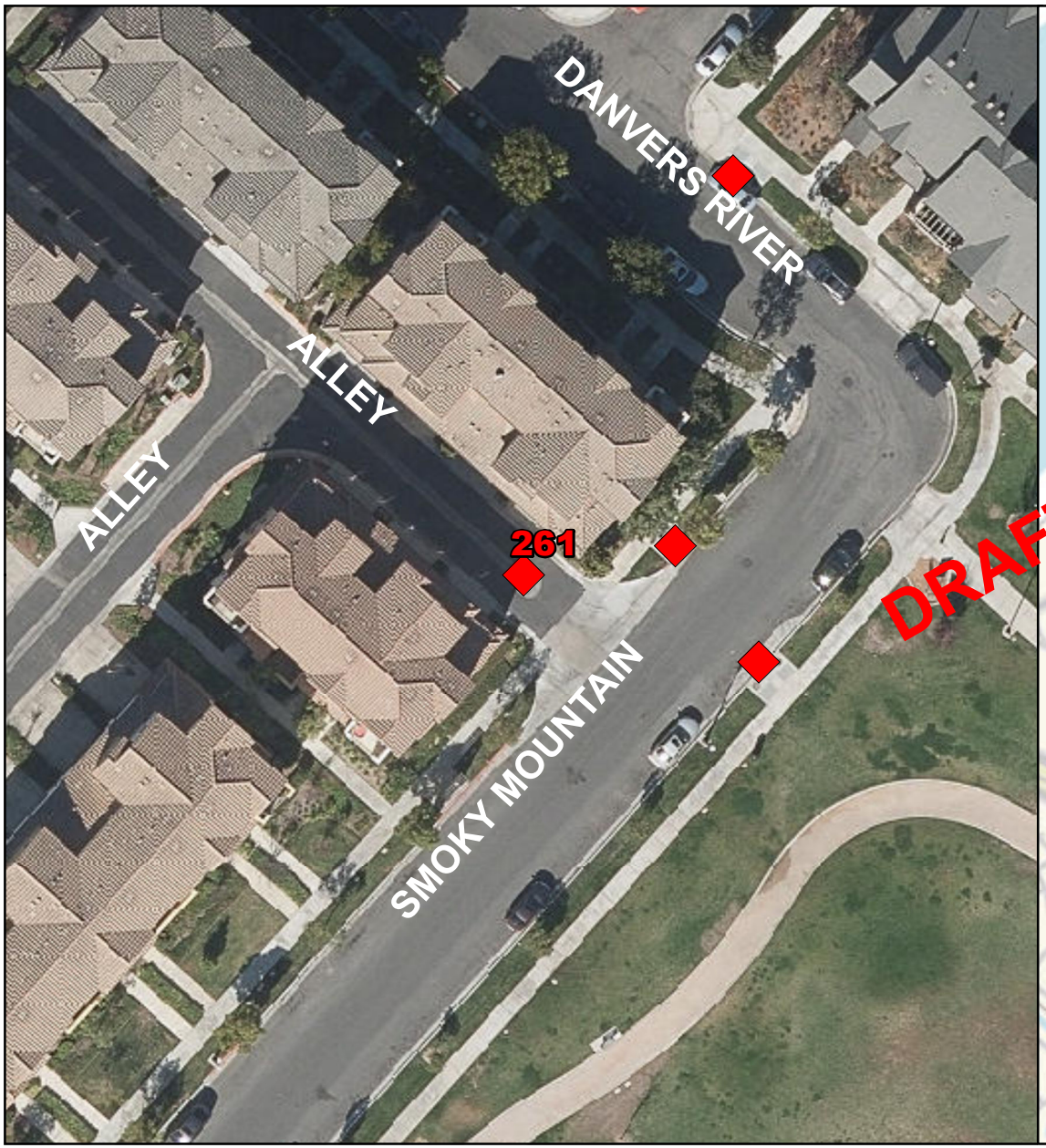
0 15 30 60 90 120 Feet

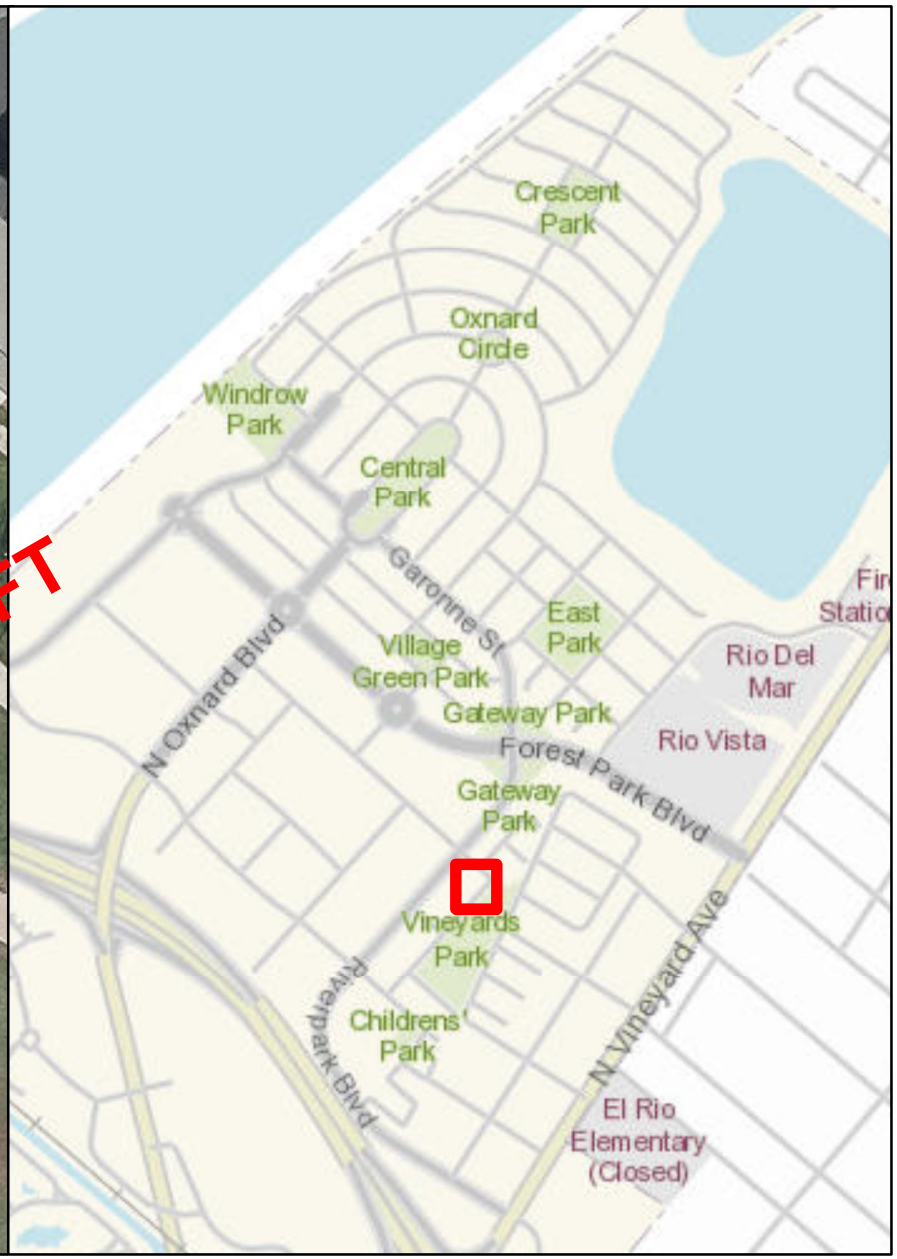


N W E S

# Filtration Unit No. 261






## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 262









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

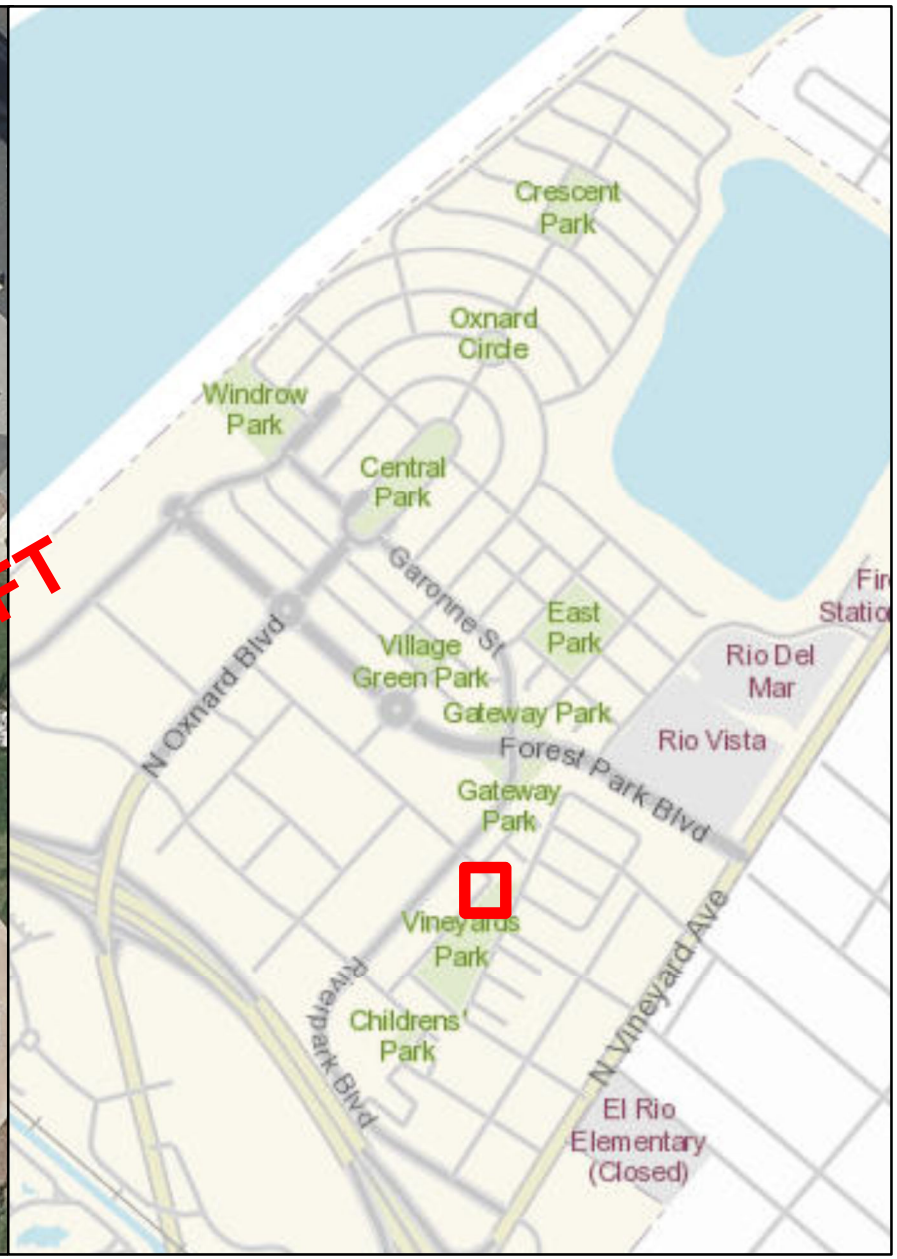


N W E S

# Filtration Unit No. 263






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 7

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 264









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

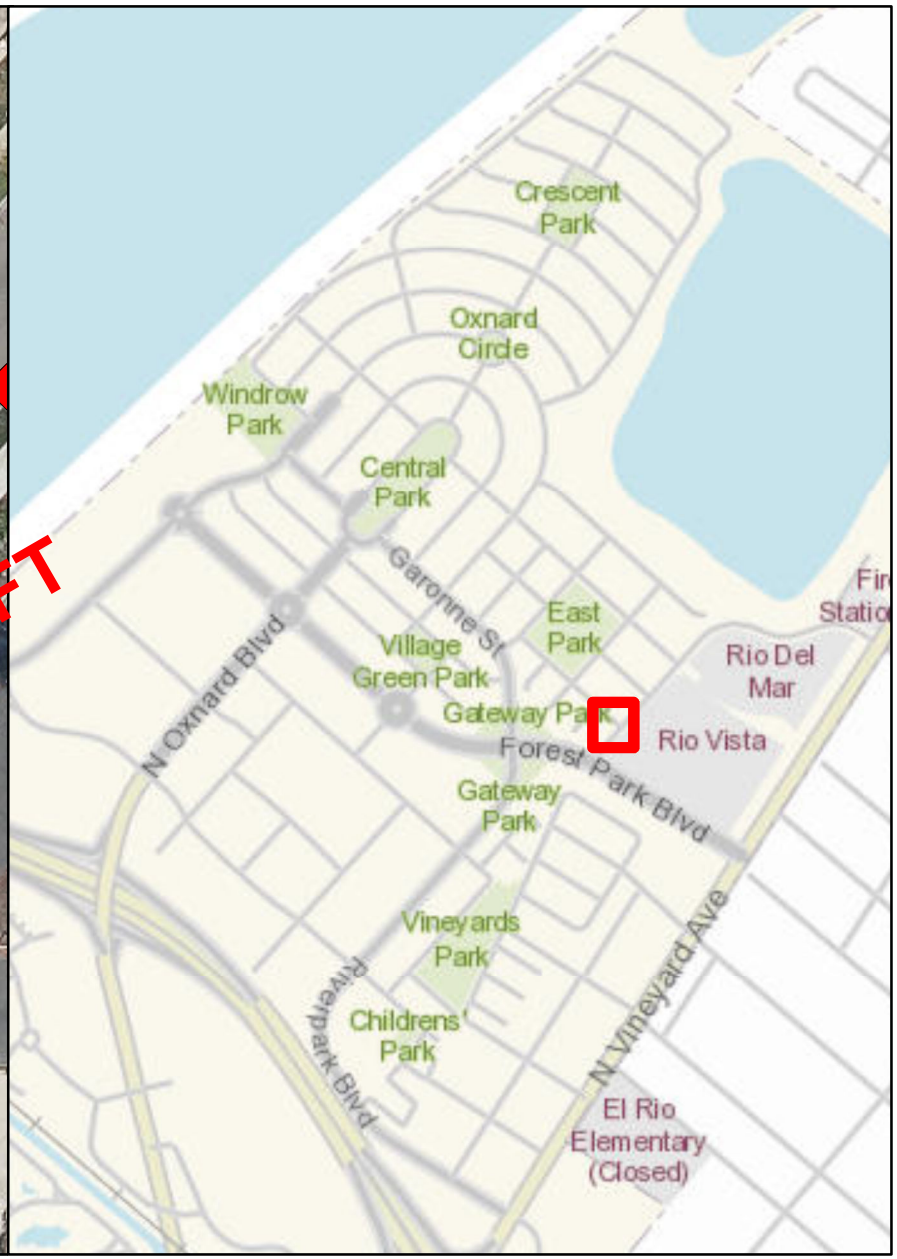


N W E S

# Filtration Unit No. 265






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

470

# Filtration Unit No. 266









## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 5

**Legend**

Filtration Unit

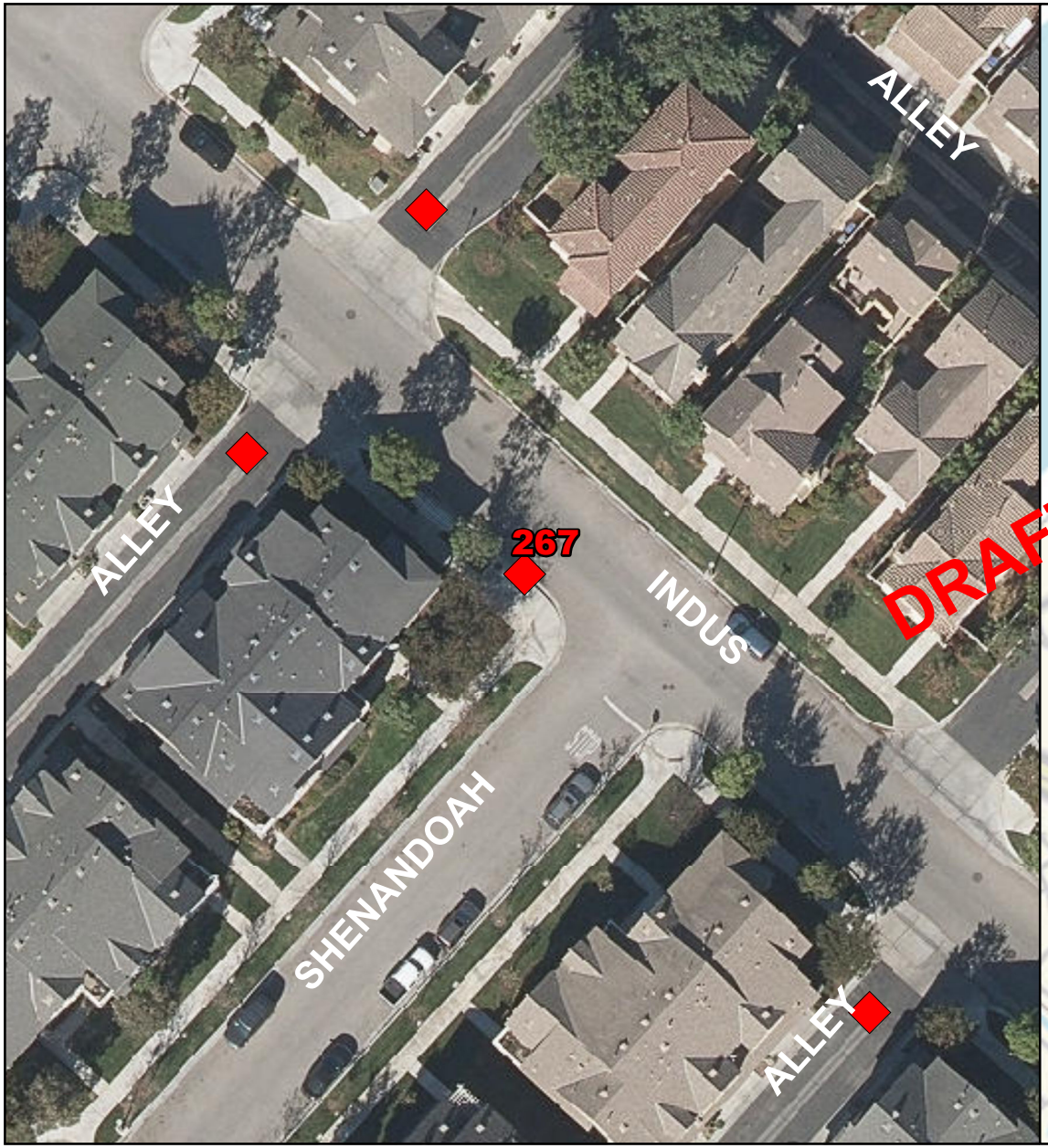
0 15 30 60 90 120 Feet

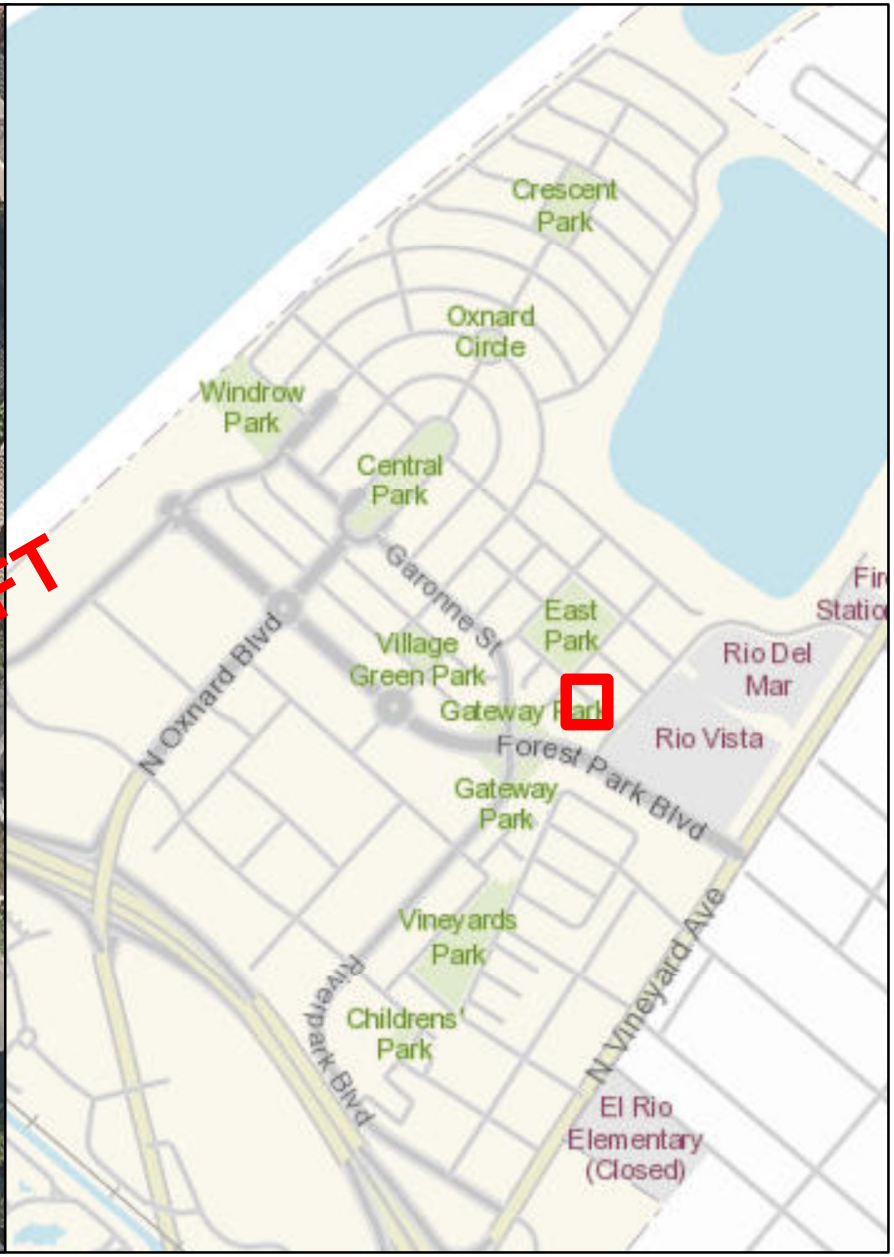


N W E S

# Filtration Unit No. 267






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 268









## STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

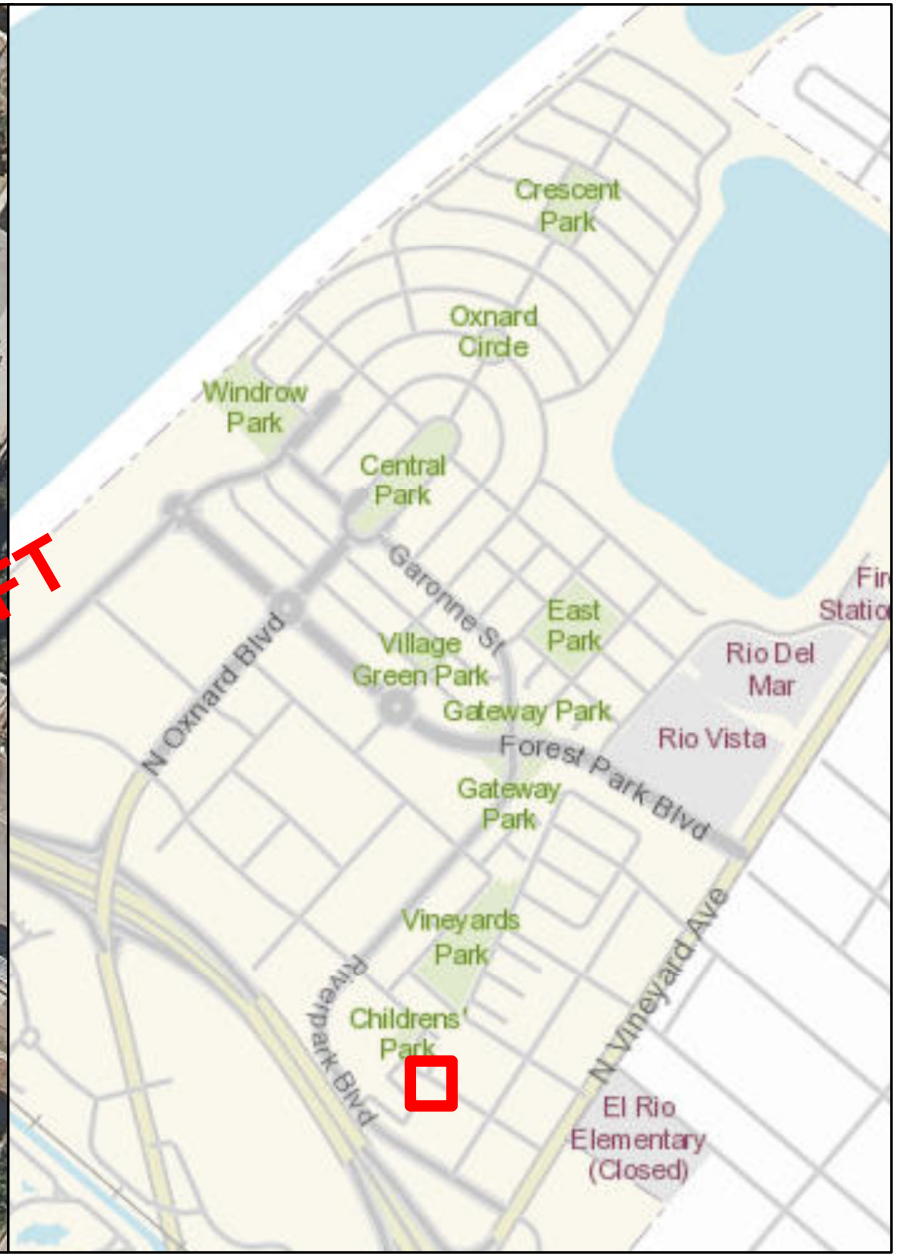


N W E S

# Filtration Unit No. 269






## STORMFILTER CATCHBASIN - 8'X16'

### Number of Cartridges is 18

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 270









## STORMFILTER CATCHBASIN - 8'X16'

### Number of Cartridges is 18

**Legend**

Filtration Unit

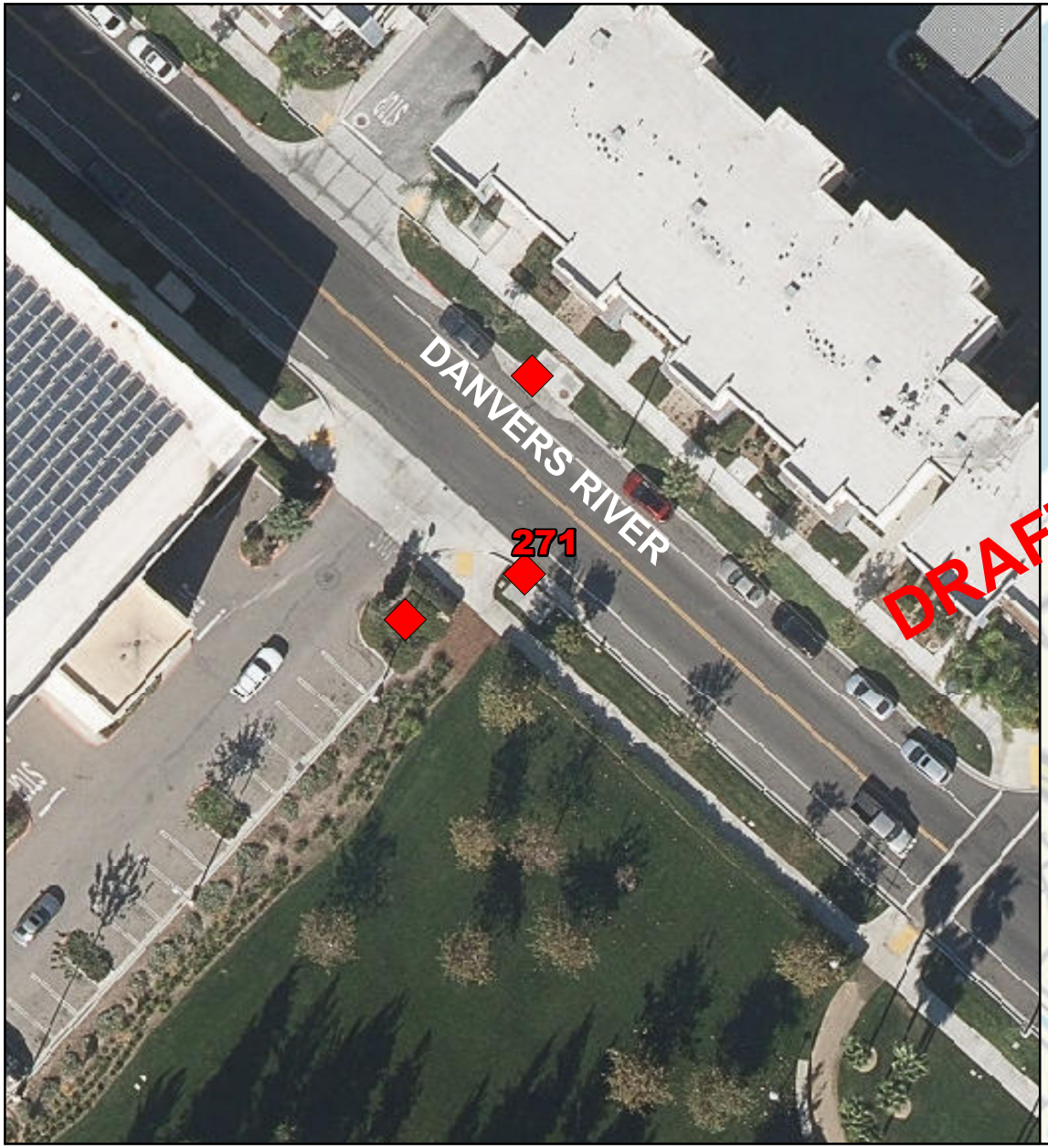
0 15 30 60 90 120 Feet

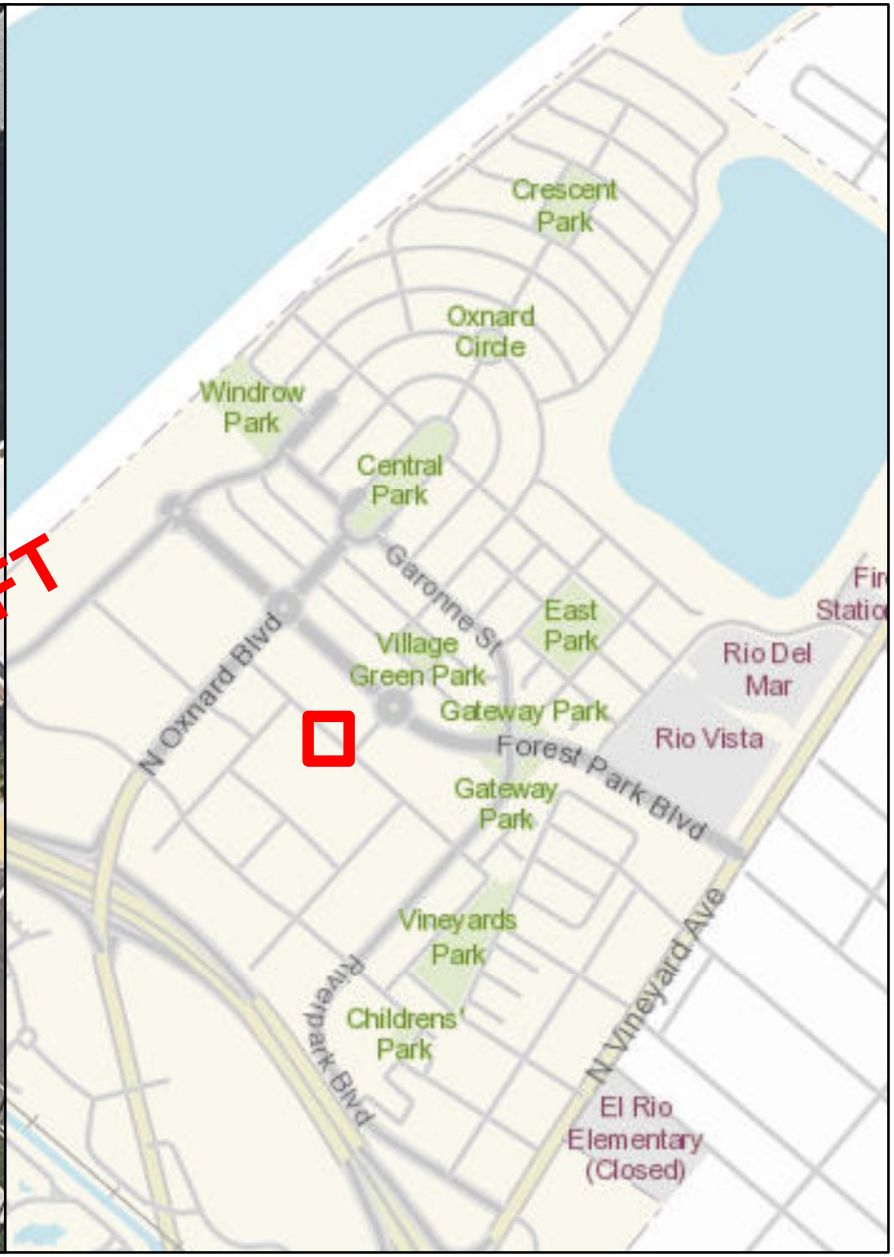


N W E S

# Filtration Unit No. 271






## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

**Legend**

Filtration Unit

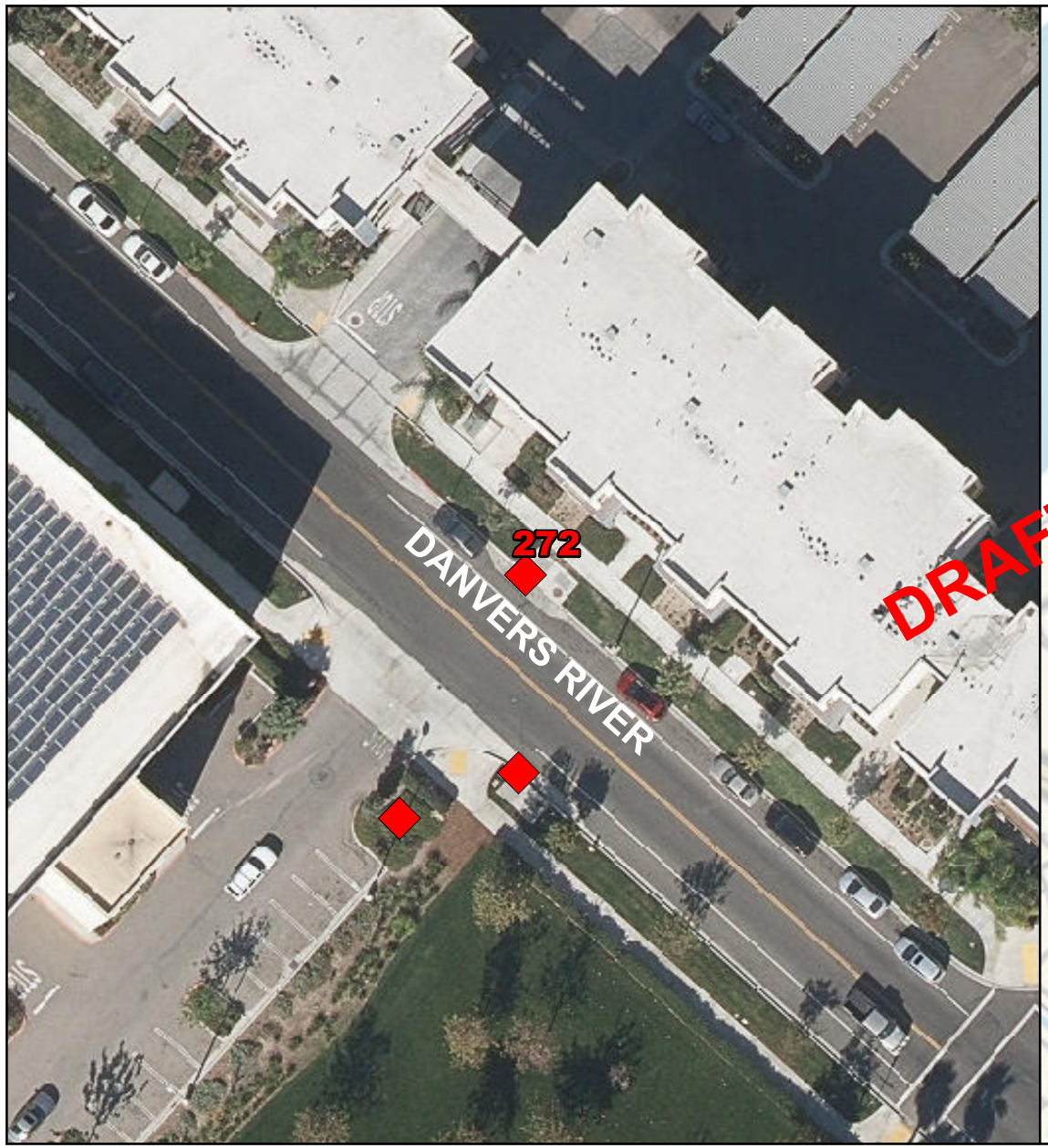
0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 272









## STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

**Legend**

Filtration Unit

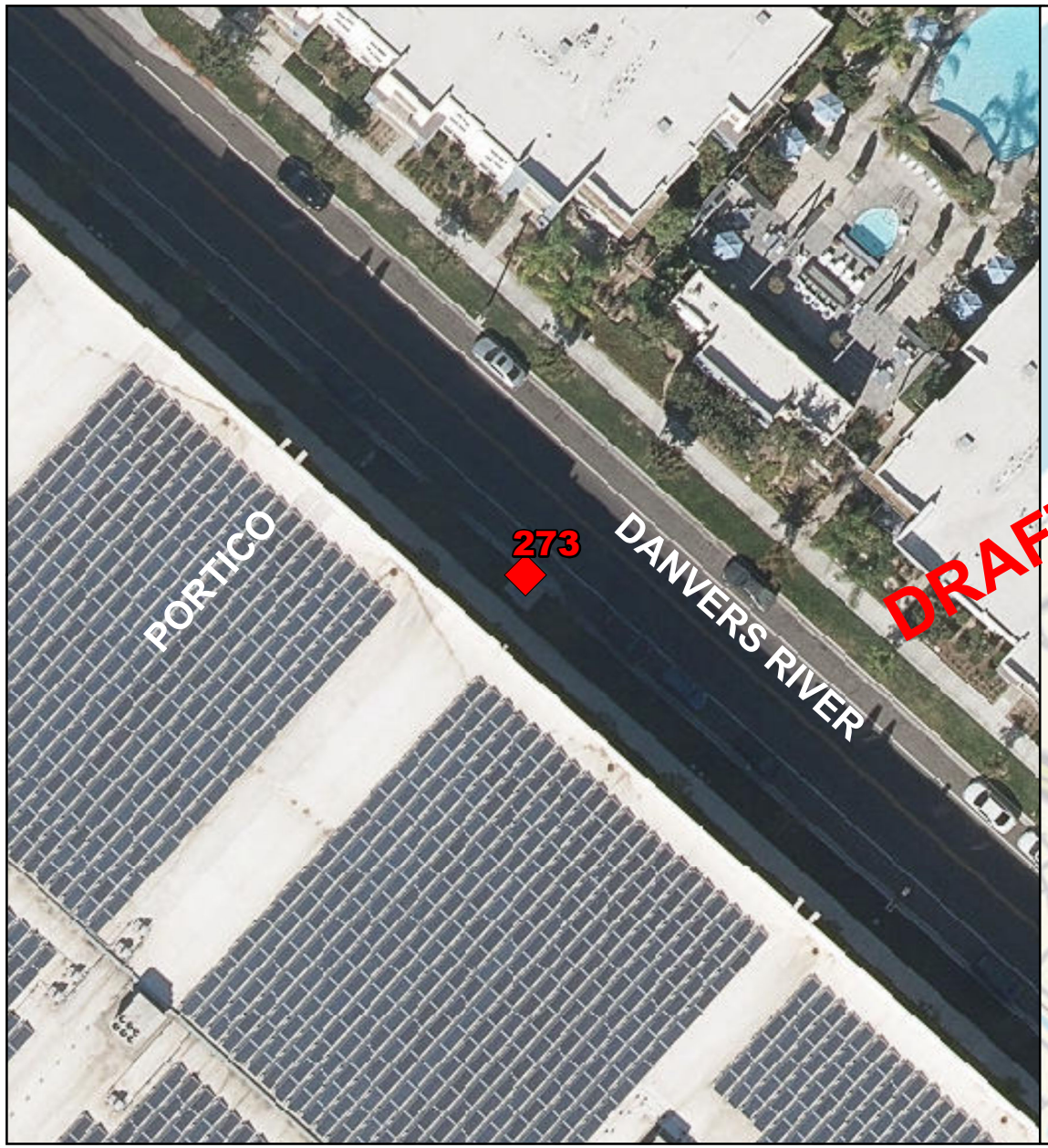
0 15 30 60 90 120 Feet



N W E S 477

# Filtration Unit No. 273









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 1

**Legend**

Filtration Unit

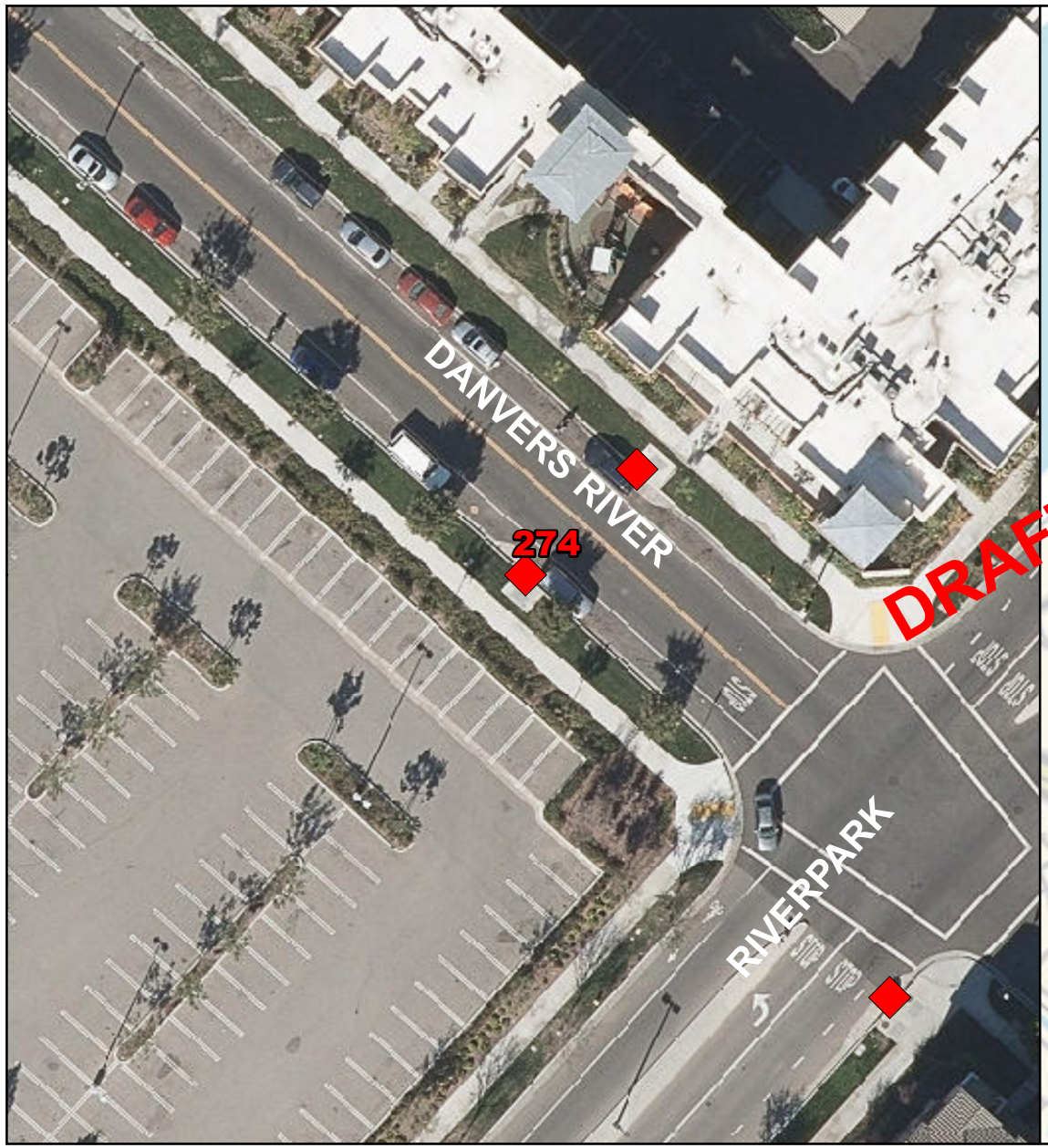
0 15 30 60 90 120 Feet

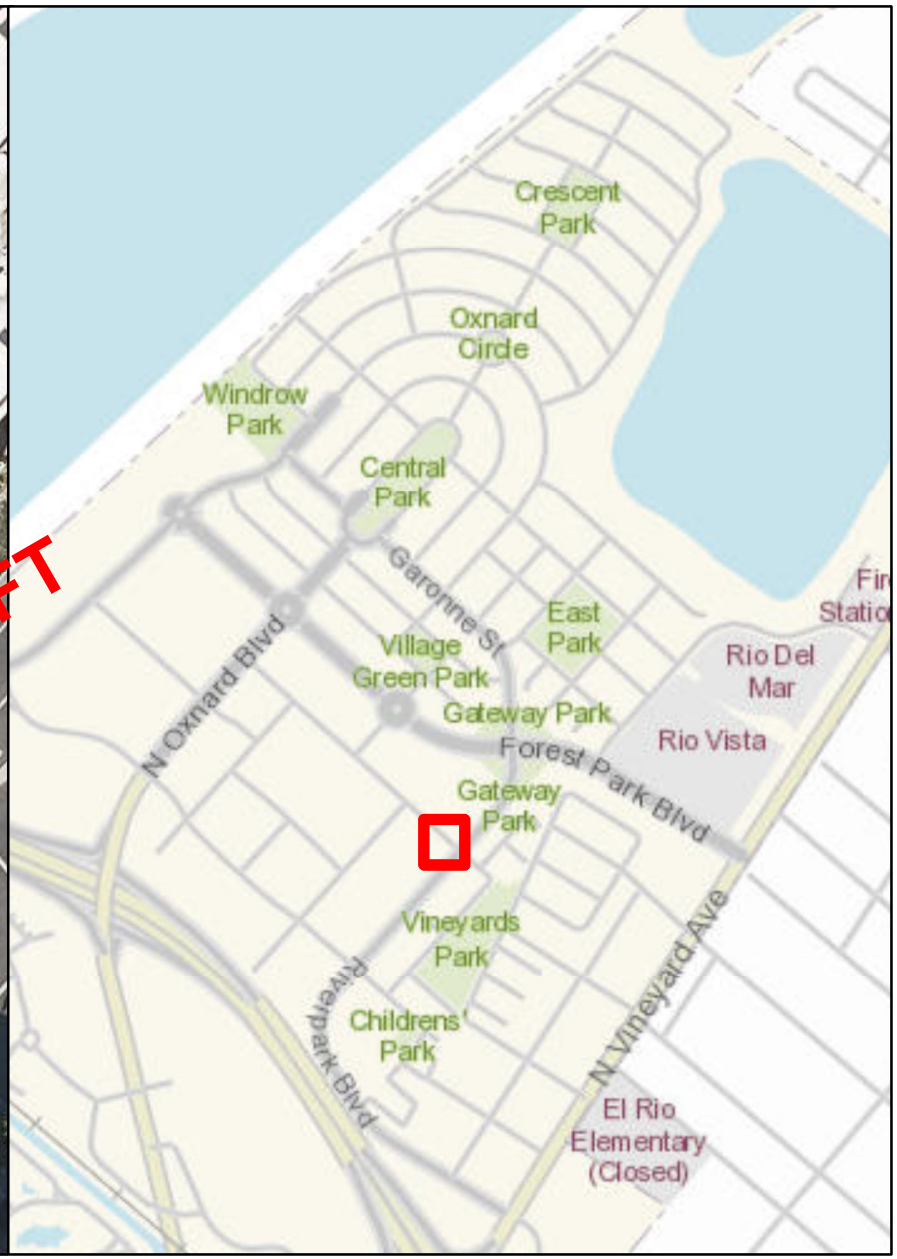


N W E S

# Filtration Unit No. 274






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

**Legend**

Filtration Unit

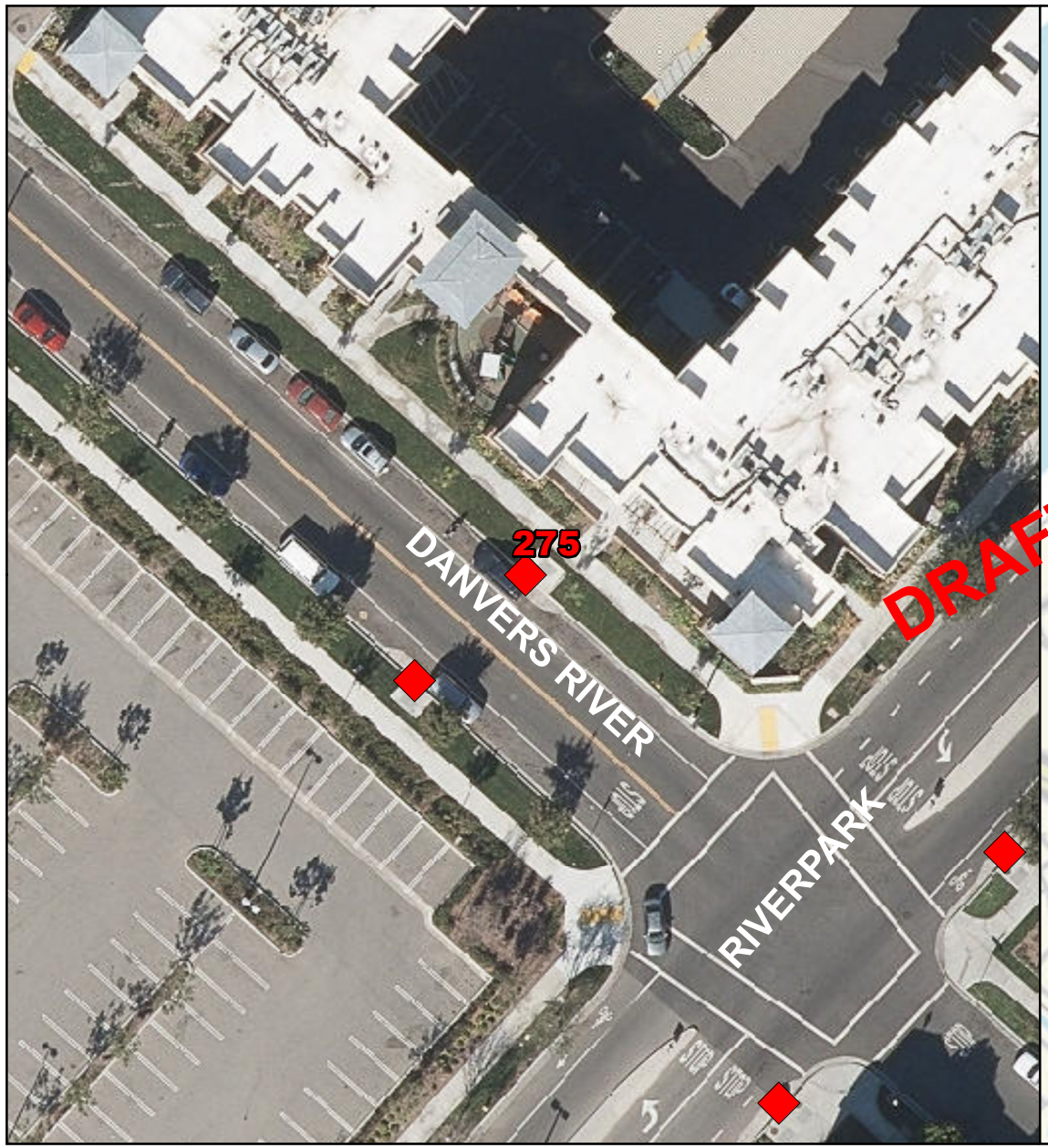
0 15 30 60 90 120 Feet

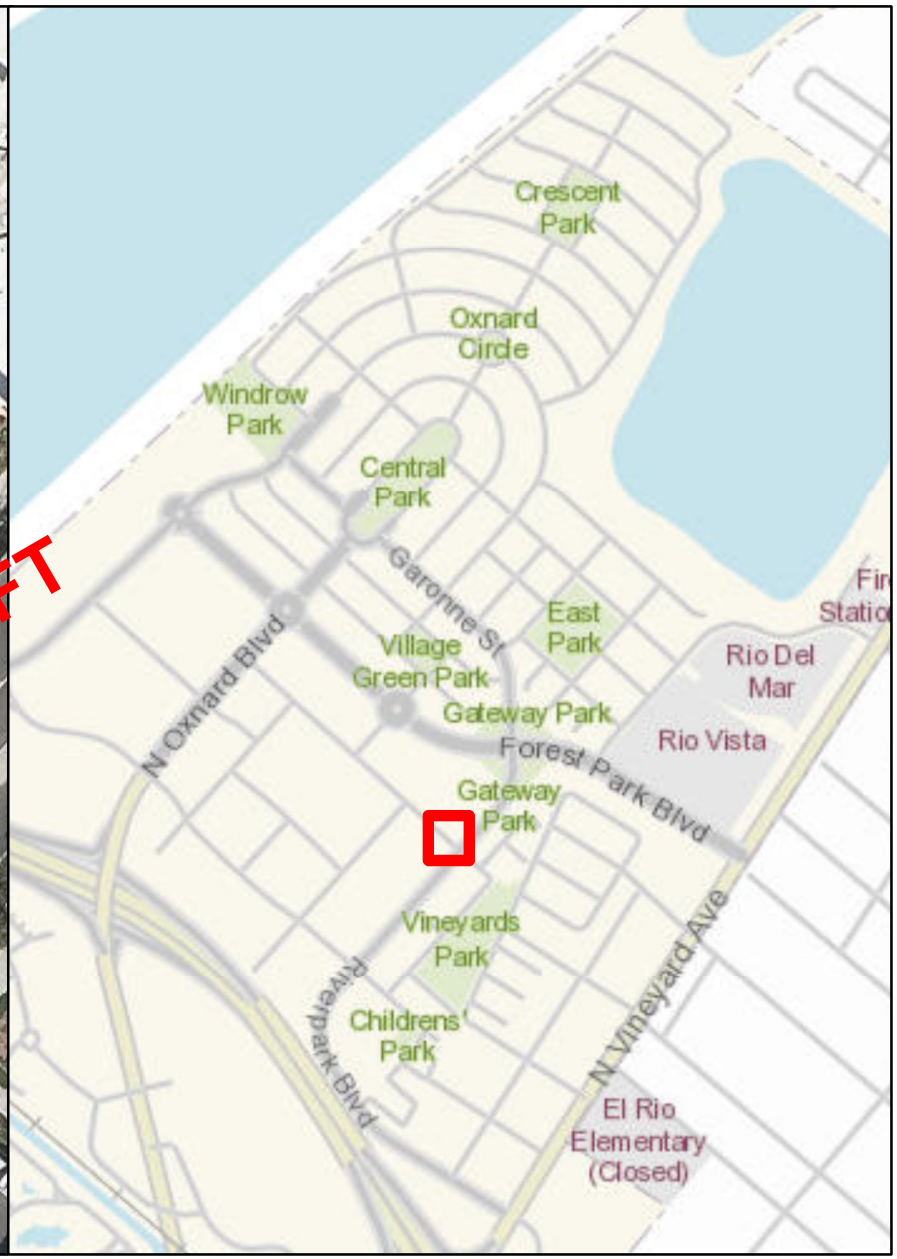


N W E S

# Filtration Unit No. 275






## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 8

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet

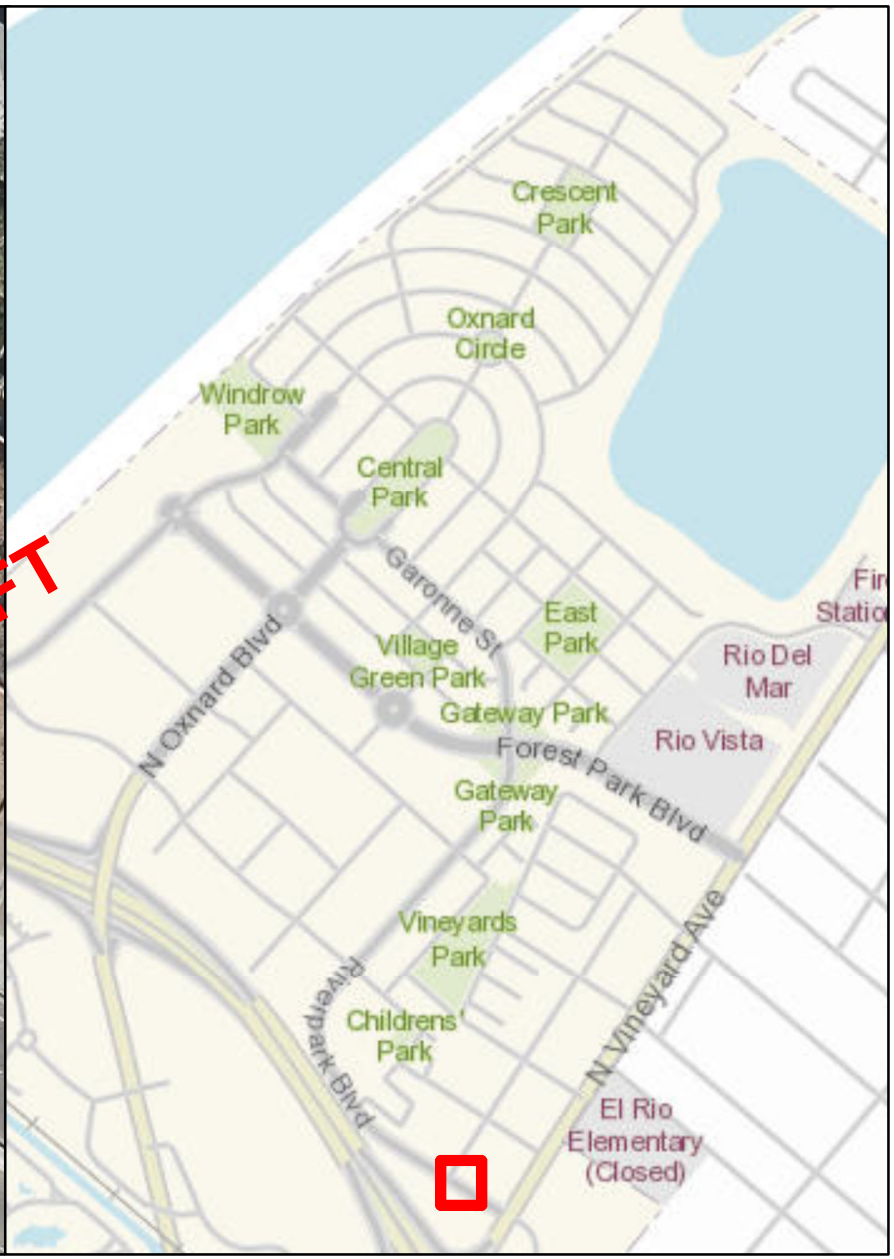


N W E S 480

# Filtration Unit No. 276






## STORMFILTER CATCHBASIN - 6'X12'

### Number of Cartridges is 10

**Legend**

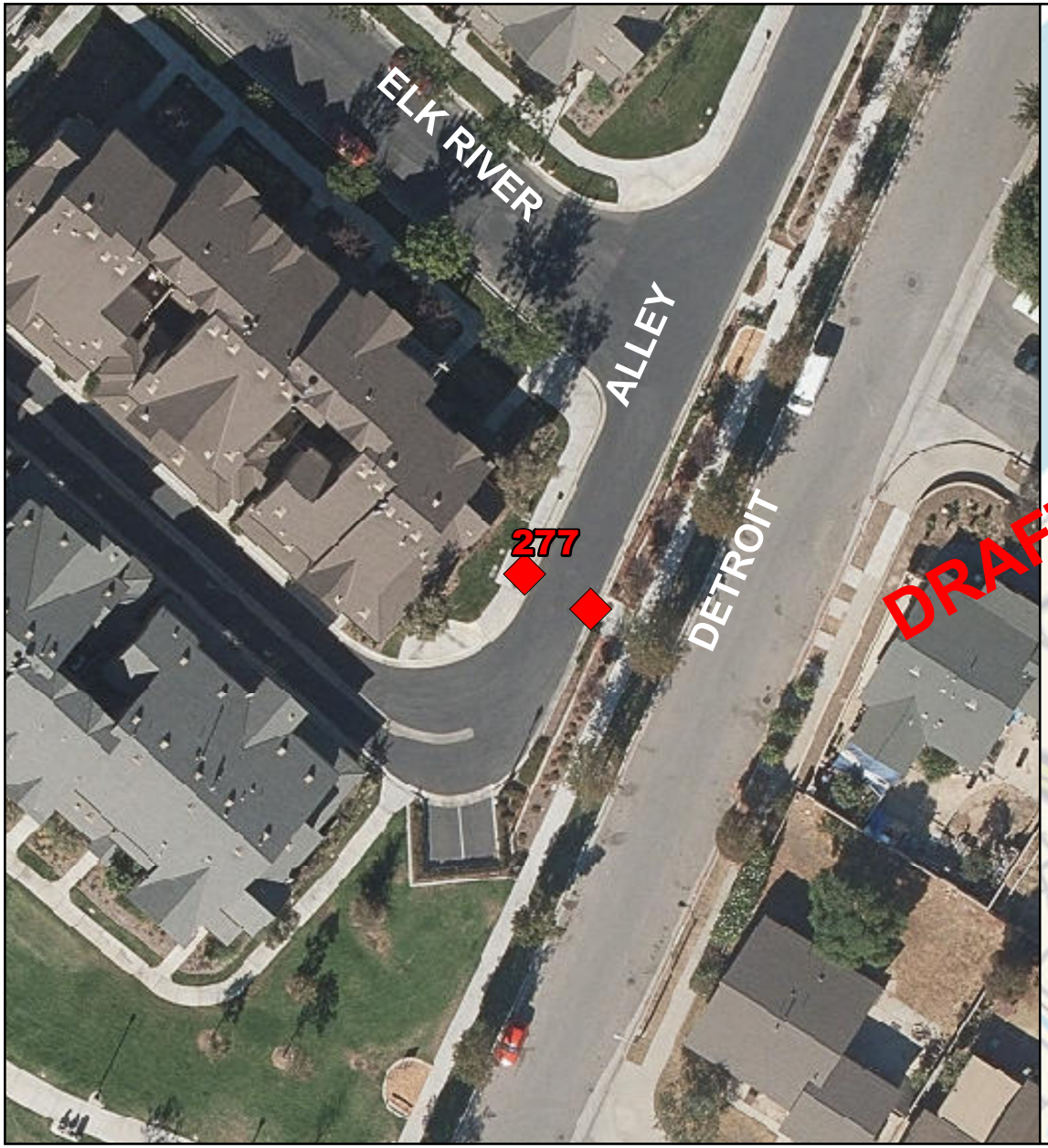
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

# Filtration Unit No. 277









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

# Filtration Unit No. 278









## STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 1

**Legend**

Filtration Unit

0 15 30 60 90 120 Feet



N W E S

**EXHIBIT I**

**TRADE SERVICES AGREEMENT**
**(CITY of Oxnard and Downstream Services, Inc.)**

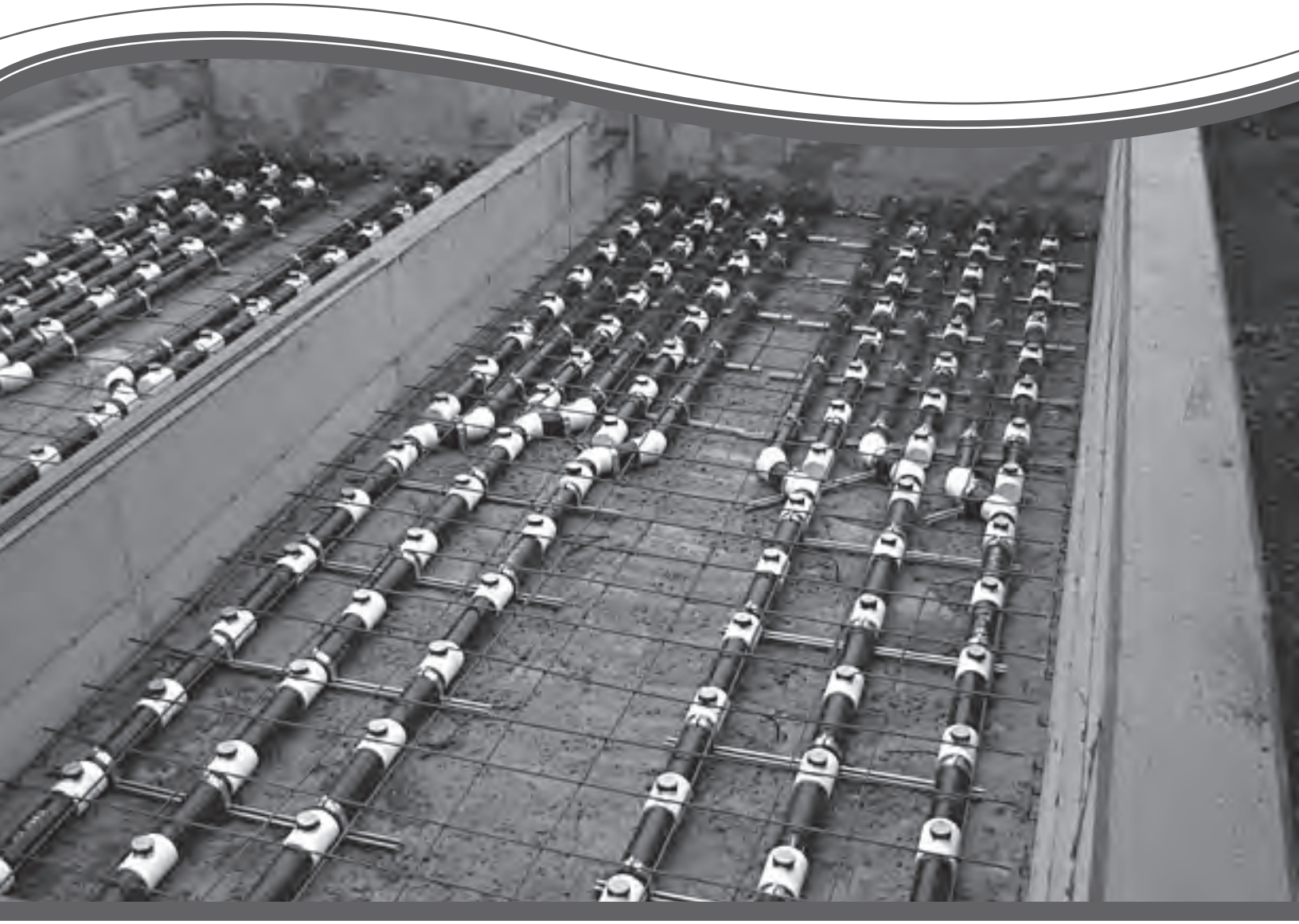
**STORMWATER MANAGEMENT STORMFILTER VAULT INSTALLATION GUIDE**

## (ON THE FOLLOWING PAGES)

Agreement No. 32500236

CONTECH®
CONSTRUCTION PRODUCTS INC.

# StormFilter System Installation Guide — Cast in Place



The Stormwater Management StormFilter®

There are several different conFig.urations of the StormFilter™ system. (Precast vault, cast in place vault, panel vault, manhole and catch basin.)

The following is a general guideline for Cast in Place Systems. Please consult with a CONTECH Stormwater Solutions Inc representative for additional information on each specific conFig. uration.

Once the product has been ordered, a CONTECH purchasing agent will inform you of the projected completion and delivery date of the product(s).



## Tools Needed

- Roto Hammer
- 3/8" SS Concrete Anchor
- 3/8" & 1/2" roto bit

(Any metal hardware used inside the vault must be stainless steel or aluminum)

- 1/2" SS Concrete Anchor
- Hammer
- Crowbar
- Wrenches or Sockets
- Tape Measure
- Elastomeric Sealant (Sikaflex 1A) in some cases fast drying grout may be substituted.
- PVC Cement (as specified)
- 4 ft. level

## Cast-in-Place Vault Construction

The Vault will be constructed using supplied engineering drawings as specified. It will be the contractors responsibility to construct the vault as per the drawings and specifications. Once the vault is completed the flow kit will be ready to be installed.

## StormFilter Installation

Parts used

- 2" ¼ turn connectors.
- Restrictor Discs
- 48" Energy dissipator (quantity will vary based on vault width)
- 2 per dissipator – 1¼" X 3/8 " Stainless Steel Threaded Bolt & Washer or
- 2 per dissipator — 2½ X 3/8" Stainless Steel Concrete Anchor
- Oatey - Special, milky clear, ABS Cement (#30923)

## Storm Filter Installation Procedure

**Foundation Preparation**

- Prepare the subgrade in accordance with the project specification and any available geotechnical report prepared for the project.
- Follow the project plans for the foundation's dimensions and elevations. Pour the foundation in accordance with the specifications and details. Once the floor of the vault has been constructed the flow kit can be installed.

**Manifold Installation**

In most precast vaults, the flowkit will be cast into the floor at the precaster and will not be seen. For Cast-in-Place system the contractor is responsible for installation of the flow kit. **Please schedule a CONTECH representative to meet at the site the day of the installation for tech support.**

Install the under-drain manifold on the filter bay section of the foundation. See the site specific installation drawing for specific layout, the spacing and locations are critical. (See Fig. 1&2)

Mark the location of the wall between the filter bay and the outlet bay. Layout the manifold sections that penetrate under this wall, they should be flush with far side of wall. **It is imperative to have the measurements checked before the final concrete pour.** All flow kits are to be centered on the vault sub floor making sure the outlet pipes will extend though the outlet baffle wall into the outlet bay.

Lay out and attach additional sections with ABS cement (contractor supplied). Bolt all sections down to the foundation with concrete wedge anchors (contractor supplied). (See Fig. 4)

**Ensure all openings into the manifold are sealed with protective tape. Build a form for the flowkit pour.** DO NOT move the strut that is connected to the piping. All the connector ports have been pre-measured for proper alignment of the StormFilters when installed. If movement occurs, please contact your CONTECH representative for assistance. **Verify 21" filter spacing is maintained over the joint between first sections and additional sections (See Fig. 3). All joints must be tight enough to keep out concrete until it hardens, use additional sealant if necessary. Verify the manifold is fully constructed and matches the layout in the provided installation drawing before moving on.** The flow kit MUST be attached to the sub floor using concrete anchors fastening three across and a minimum of every 5 feet down the length (See Fig. 4). The flow kit is buoyant and will float and/or move if not properly secured. The measurement from the outside of any connector port should be at a minimum of 10" from any wall or any structure inside the vault.

Pour the concrete to be level with the protective caps on the connector ports. The final surface will be smooth and the connector ports flush with the finished floor.

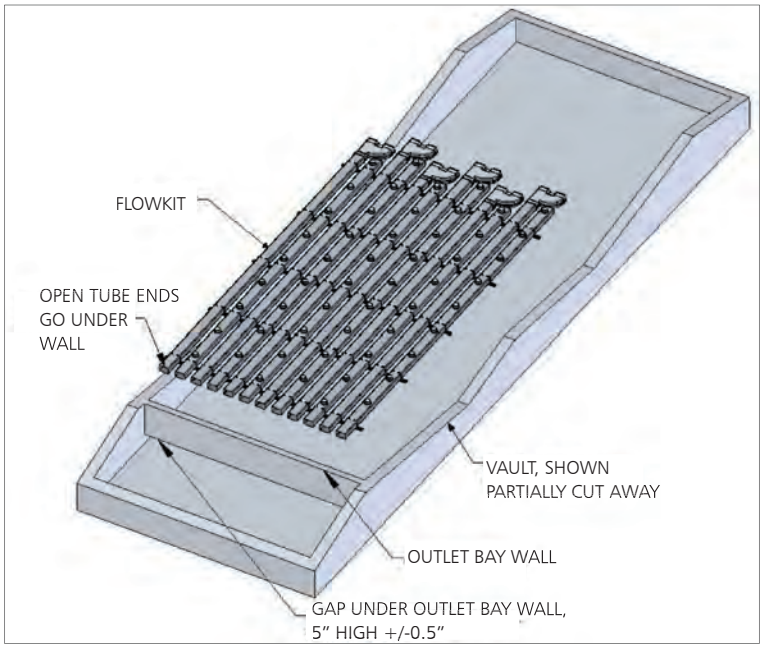



Figure 1

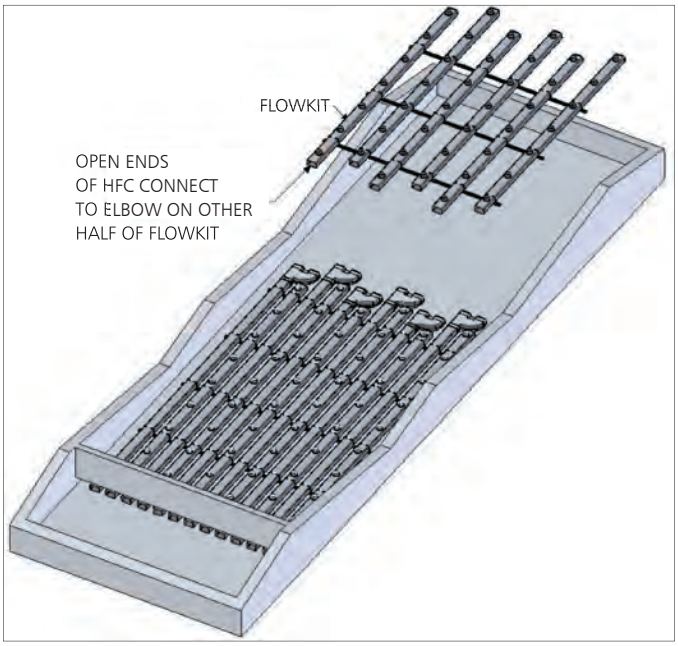



Figure 2

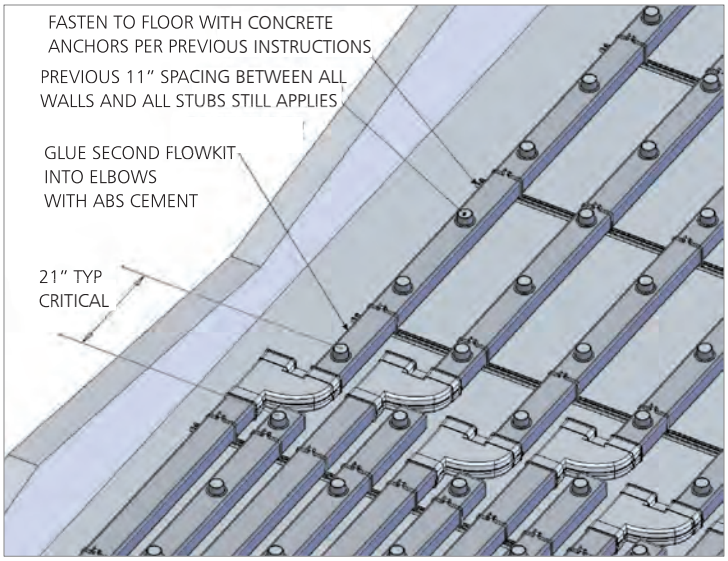



Figure 3

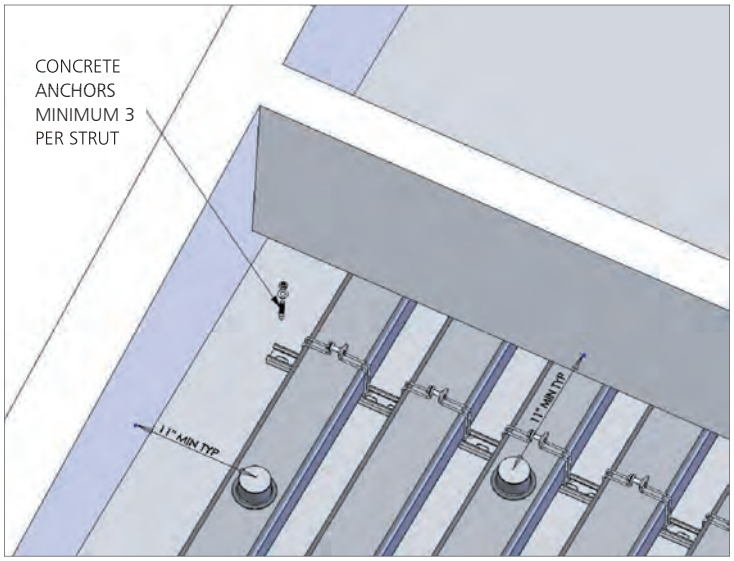



Figure 4

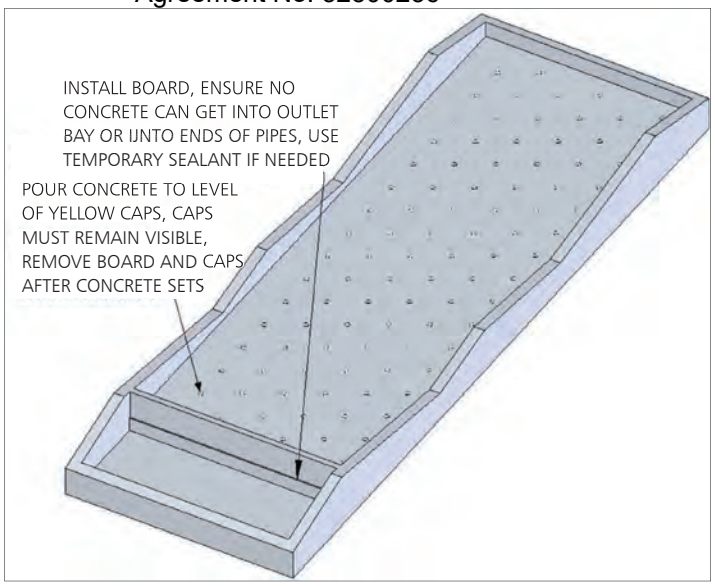
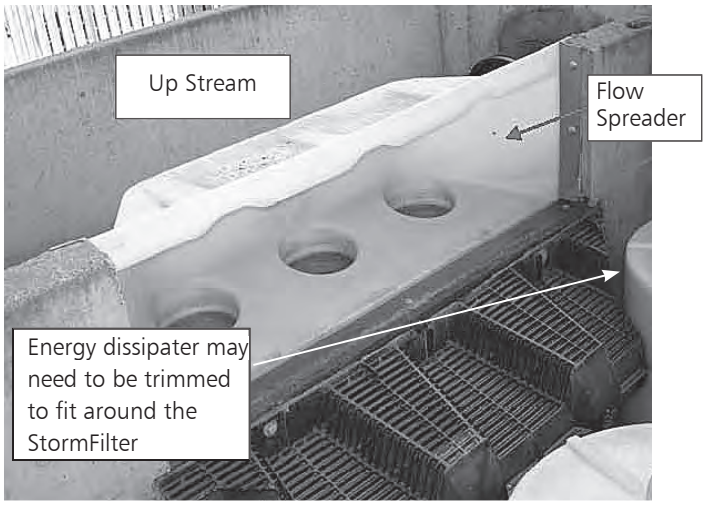



Figure 5

Pour baffle walls according to drawings. The outlet end of the flow kit piping will be visible on the downstream outlet side of the baffle wall. Contractor to grout all joints between internal baffle walls and vault structure, if required.

## Flow Spreader

A flow spreader will be attached to the upstream side of each baffle wall using 3/8" SS (Stainless Steel) concrete anchors, see also Contech installation detail #484. On the Inlet baffle wall the flow spreader will be positioned so the three down turned tubes will be in the inlet bay and attached so the top of the flow spreader will match up with the top of the baffle wall.






Use eight SS anchors to attach. Then seal with an elastomeric sealant.

On the upstream side of the outlet baffle wall, the flow spreader will be positioned so the three down turned tubes will be in the cartridge bay and attached and sealed in the same manner.

## Internal Components

Flow Spreaders: Flow spreader frames shall be installed within 3/8-inch of dimensions shown on plans.

Energy Dissipators: Energy dissipators shall be bolted to concrete walls as shown on plans using three 3/8-16 UNC x 2-1/2" hex nut sleeve anchors provided by the contractor.

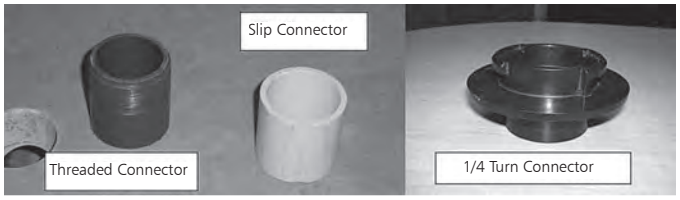
## Restrictor Disc

Install cartridge stubs in all openings in floor with ABS cement.

Each connector port must have a restrictor disc inserted into it before the cartridge threaded or slip connector is glued in place (Ref Drawing #460). It is imperative to verify the restrictor discs are properly installed prior to cementing in the connectors.

**Filter Connectors**

| Flow | Operating Head | Restrictor Disk Color | Abbreviation |
|---|---|---|---|
| 5 | 12" | Blue | BLU |
| 7.5 | 18" | Blue | BLU |
| 10 | 12" | Grey | GRY |
| 11.25 | 27" | Pink | PNK |
| 15 | 18" | Black | BLK |
| 22.5 | 27" | Gold | GLD |
| *7.5 | 120" | Purple | PRP |
| *11.25 | 72" | Almond | AMD |
| *22.5 | 72" | Pink | PNK |



## Connector Types

**Threaded Connector (old style)**

After the restrictor disc is inserted into the connector port, the threaded connector is glued into the connector port so that less than ¼" of the connector is exposed beneath the threaded portion. Use Rain or Shine Medium Blue PVC cement (or equivalent). **Do Not Use Clear PVC Cement**. Once the connector is in place, center a cartridge over the connector and thread clockwise until secure. Be careful not to cross thread the cartridge onto the connector. If cross threading occurs, back off until you feel the threads match up. The cartridge must be snug, but do not over tighten.

**Slip Connector (old style)**

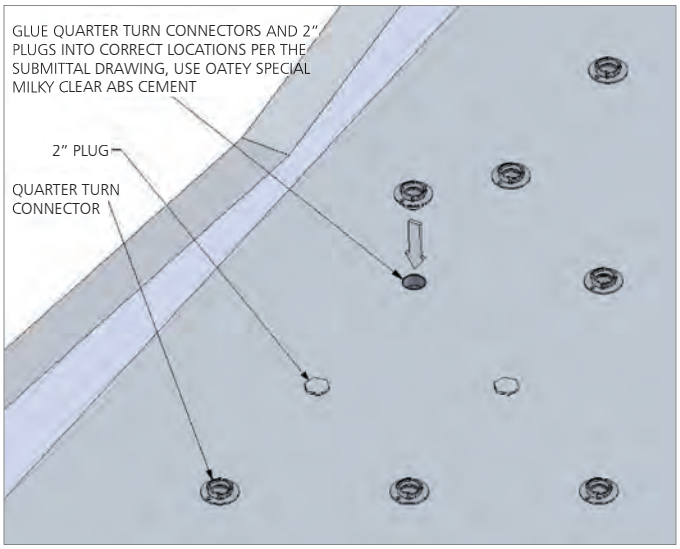
After the restrictor disc is installed, the slip connector is slid into the connector port. **The slip connector is NOT glued**. Position the cartridge over the center of the connector and slip into place.

**¼ Turn Connector**

Remove yellow cap plugs. Replace with a ¼ turn connector – or – PVC plugs. After the restrictor disc is inserted into the connector port, the ¼ turn connector is glued into the connector port. If the connector port is PVC, which would be white or dark grey in color, then use Oatey ABS to PVC Transition Cement to cement in ¼ turn connector. If connector port is ABS, which would be black in color, then use Oatey ABS Cement to cement in ¼ turn connector. The connector should be inserted completely so the bottom of the connector flange is flush with the finished floor. Once the connector is in place, center the cartridge over the connector until the cartridge drops down onto the connector and then turn cartridge clockwise approximately ¼ turn until cartridge is securely in place.

## 2" PVC Plug

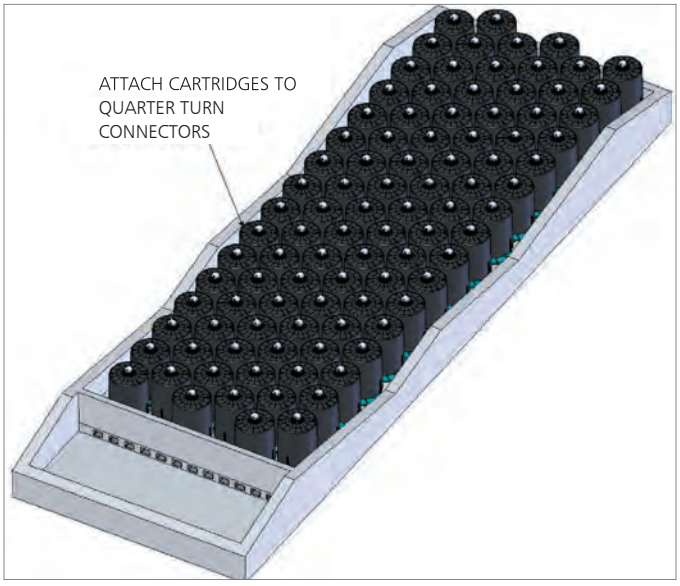
The 2" PVC Plugs are slid into any open connector ports after all cartridges have been installed. Do Not glue the plug. Each cartridge port must have a cartridge installed or be plugged for the system to operate correctly. Check the main and ventilator cap of each cartridge and tighten as necessary. Do not over tighten



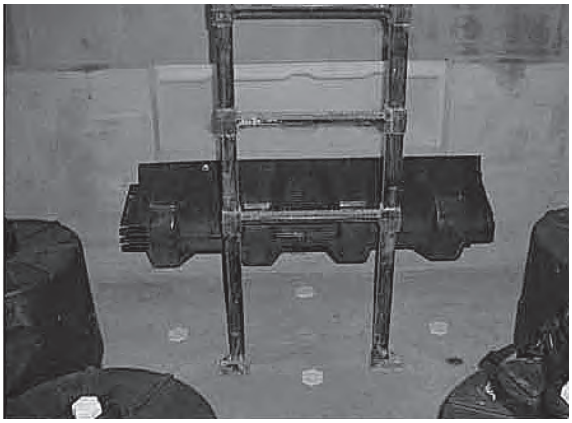

## Filter Cartridge placement

1. **Filter Cartridges With CSF Media and Slip Connector Fittings:** Tape shall be cleanly and completely removed from manifold fitting openings. Spool pieces (slip fittings) shall be inserted without glue into all manifold fittings to be equipped with a filter cartridge. Filter cartridges shall be placed over the spool pieces to contact the vault floor. Plugs shall be inserted without glue in all manifold fittings not equipped with a filter cartridge.
2. **Filter Cartridges with Threaded Connector Fittings:** Tape shall be cleanly and completely removed from manifold fitting openings. Threaded connectors shall be glued and inserted into all manifold fittings to be equipped with a filter cartridge. Filter cartridges shall be threaded onto the connectors until they contact the vault floor. Plugs shall be inserted without glue in all manifold fittings not equipped with a filter cartridge.
3. **Filter Cartridges with ¼-Turn Connector Fittings:** Tape shall be cleanly and completely removed from manifold fitting openings. ¼-turn connects shall be glued and inserted into all manifold fittings to be equipped with a filter cartridge. Filter cartridges shall be turned onto the connector until they reach the hard stop on the connector – approximately ¼ revolution. Plugs shall be inserted without glue in all manifold fittings not equipped with a filter cartridge.

Refer to the approved submittals drawings for correct filter placement. If the drawings are not available, start from the outside walls and work your way in being careful each filter will fit into the opening. If there is a ladder to mount, make sure to leave room for the bottom mounting point. In some cases the bottom rung of the ladder will have to be removed to fit the filter. If you are not sure, please contact your CONTECH representative for assistance.



## Installing the Ladder:



If a ladder is needed, it will be shipped to the jobsite with the vault. The length of the ladder is determined by the final drawing. Should the ladder need to be modified (shortened), please contact a CONTECH representative for instruction. If a longer ladder is needed, please contact CONTECH for a replacement.

The ladder comes complete with all mounting hardware.

4 – ½" x3" SS concrete anchors

2 – Top mounting brackets

2 – Support brackets (used for long ladders only)

Unscrew mounting clamp from the top bracket. Slide clamp over ladder rung and re-attach to bracket. Attach top mounting brackets using 2 - ½" SS concrete anchors as close to the top of the riser ring or vault top as possible.

Attach ladder legs to floor using 2 - ½" SS concrete anchors.

If you have any questions or concerns, please call our office toll free at 800-548-4667 to speak to a CONTECH Stormwater Solutions Inc representative

# Pre-Construction Checklist — Cast-in-Place

CONTECH Primary Contact: _____

Phone: _____

Contractor Primary Contact: _____

Phone: _____

Project Site Address: _____

_____

_____

- ☐ Review site accessibility (double drop/low riding/spotting)
- ☐ Expected number of truckloads _____
- ☐ Expected number of installation days _____
- ☐ Flow Kit Installation _____
  - ☐ Flow Kit 2nd Pour
- ☐ Unloading units/parts
- ☐ Attached or detached endwalls and hardware _____
- ☐ Internal sealing required Y ☐ N ☐
  - ☐ Internal sealing material specifications
- ☐ Grouting materials and procedure
- ☐ Cartridge Installation
- ☐ Backfill procedures - in situ or imported fill _____
  - ☐ Even backfill lifts
  - ☐ 95% compaction
- ☐ Construction traffic loading
- ☐ Pipe and riser connection details
- ☐ Contractor labor expectations
- ☐ Safety considerations

**Notes**: _____

_____

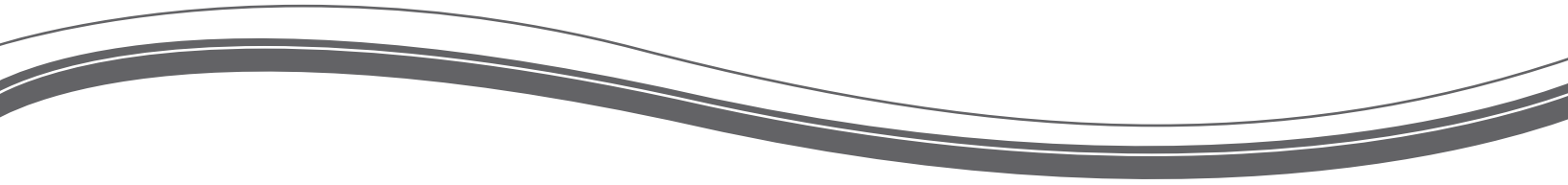
_____

_____

_____

_____

_____



CONTECH CONSTRUCTION PRODUCTS INC.

800.338.1122
contechstormwater.com

## Support

- Drawings and specifications are available at contechstormwater.com.
- Site-specific design support is available from CONTECH Stormwater Design Engineers.

©2008 CONTECH Construction Products Inc.

CONTECH Construction Products Inc. provides site solutions for the civil engineering industry. CONTECH's portfolio includes bridges, drainage, sanitary sewer, stormwater and earth stabilization products. For information on other CONTECH division offerings, visit contech-cpi.com or call 800.338.1122

Nothing in this catalog should be construed as an expressed warranty or an implied warranty of merchantability or fitness for any particular purpose. See the CONTECH standard quotation or acknoweldgement for applicable warranties and other terms and conditions of sale.

SF-CIP 09/08

**EXHIBIT J**

**TRADE SERVICES AGREEMENT**
**(CITY of Oxnard and Downstream Services, Inc.)**

**STORMFILTER MAINTENANCE GUIDE**

**(ON THE FOLLOWING PAGES)**

Agreement No. 32500236

CONTECH®
ENGINEERED SOLUTIONS

# StormFilter Inspection and Maintenance Procedures



The Stormwater Management StormFilter®

# Maintenance Guidelines

The primary purpose of the Stormwater Management StormFilter® is to filter and prevent pollutants from entering our waterways. Like any effective filtration system, periodically these pollutants must be removed to restore the StormFilter to its full efficiency and effectiveness.

Maintenance requirements and frequency are dependent on the pollutant load characteristics of each site. Maintenance activities may be required in the event of a chemical spill or due to excessive sediment loading from site erosion or extreme storms. It is a good practice to inspect the system after major storm events.

## Maintenance Procedures

Although there are many effective maintenance options, we believe the following procedure to be efficient, using common equipment and existing maintenance protocols. The following two-step procedure is recommended::

1. **Inspection**
   - Inspection of the vault interior to determine the need for maintenance.
2. **Maintenance**
   - Cartridge replacement
   - Sediment removal

## Inspection and Maintenance Timing

At least one scheduled inspection should take place per year with maintenance following as warranted.

First, an inspection should be done before the winter season. During the inspection the need for maintenance should be determined and, if disposal during maintenance will be required, samples of the accumulated sediments and media should be obtained.

Second, if warranted, a maintenance (replacement of the filter cartridges and removal of accumulated sediments) should be performed during periods of dry weather.



In addition to these two activities, it is important to check the condition of the StormFilter unit after major storms for potential damage caused by high flows and for high sediment accumulation that may be caused by localized erosion in the drainage area. It may be necessary to adjust the inspection/ maintenance schedule depending on the actual operating conditions encountered by the system. In general, inspection activities can be conducted at any time, and maintenance should occur, if warranted, during dryer months in late summer to early fall.

## Maintenance Frequency

The primary factor for determining frequency of maintenance for the StormFilter is sediment loading.

A properly functioning system will remove solids from water by trapping particulates in the porous structure of the filter media inside the cartridges. The flow through the system will naturally decrease as more and more particulates are trapped. Eventually the flow through the cartridges will be low enough to require replacement. It may be possible to extend the usable span of the cartridges by removing sediment from upstream trapping devices on a routine as-needed basis, in order to prevent material from being re-suspended and discharged to the StormFilter treatment system.

The average maintenance lifecycle is approximately 1-5 years. Site conditions greatly influence maintenance requirements. StormFilter units located in areas with erosion or active construction may need to be inspected and maintained more often than those with fully stabilized surface conditions.

Regulatory requirements or a chemical spill can shift maintenance timing as well. The maintenance frequency may be adjusted as additional monitoring information becomes available during the inspection program. Areas that develop known problems should be inspected more frequently than areas that demonstrate no problems, particularly after major storms. Ultimately, inspection and maintenance activities should be scheduled based on the historic records and characteristics of an individual StormFilter system or site. It is recommended that the site owner develop a database to properly manage StormFilter inspection and maintenance programs..



## Inspection Procedures

The primary goal of an inspection is to assess the condition of the cartridges relative to the level of visual sediment loading as it relates to decreased treatment capacity. It may be desirable to conduct this inspection during a storm to observe the relative flow through the filter cartridges. If the submerged cartridges are severely plugged, then typically large amounts of sediments will be present and very little flow will be discharged from the drainage pipes. If this is the case, then maintenance is warranted and the cartridges need to be replaced.

**Warning**: In the case of a spill, the worker should abort inspection activities until the proper guidance is obtained. Notify the local hazard control agency and Contech Engineered Solutions immediately.

To conduct an inspection:

**Important:** Inspection should be performed by a person who is familiar with the operation and configuration of the StormFilter treatment unit and the unit's role, relative to detention or retention facilities onsite.

1. If applicable, set up safety equipment to protect and notify surrounding vehicle and pedestrian traffic.
2. Visually inspect the external condition of the unit and take notes concerning defects/problems.
3. Open the access portals to the vault and allow the system vent.
4. Without entering the vault, visually inspect the inside of the unit, and note accumulations of liquids and solids.
5. Be sure to record the level of sediment build-up on the floor of the vault, in the forebay, and on top of the cartridges. If flow is occurring, note the flow of water per drainage pipe. Record all observations. Digital pictures are valuable for historical documentation.
6. Close and fasten the access portals.
7. Remove safety equipment.
8. If appropriate, make notes about the local drainage area relative to ongoing construction, erosion problems, or high loading of other materials to the system.
9. Discuss conditions that suggest maintenance and make decision as to whether or not maintenance is needed.

## Maintenance Decision Tree

The need for maintenance is typically based on results of the inspection. The following Maintenance Decision Tree should be used as a general guide. (Other factors, such as Regulatory Requirements, may need to be considered).

Please note Stormwater Management StormFilter devices installed downstream of, or integrated within, a stormwater storage facility typically have different operational parameters (i.e. draindown time). In these cases, the inspector must understand the relationship between the retention/detention facility and the treatment system by evaluating site specific civil engineering plans, or contacting the engineer of record, and make adjustments to the below guidance as necessary. Sediment deposition depths and patterns within the StormFilter are likely to be quite different compared to systems without upstream storage and therefore shouldn't be used exclusively to evaluate a need for maintenance.

1. Sediment loading on the vault floor.
   a. If >4" of accumulated sediment, maintenance is required.
2. Sediment loading on top of the cartridge.
   a. If >1/4" of accumulation, maintenance is required.
3. Submerged cartridges.
   a. If >4" of static water above cartridge bottom for more than 24 hours after end of rain event, maintenance is required. (Catch basins have standing water in the cartridge bay.)
4. Plugged media.
   a. While not required in all cases, inspection of the media within the cartridge may provide valuable additional information.
   b. If pore space between media granules is absent, maintenance is required.
5. Bypass condition.
   a. If inspection is conducted during an average rain fall event and StormFilter remains in bypass condition (water over the internal outlet baffle wall or submerged cartridges), maintenance is required.
6. Hazardous material release.
   a. If hazardous material release (automotive fluids or other) is reported, maintenance is required.
7. Pronounced scum line.
   a. If pronounced scum line (say ≥ 1/4" thick) is present above top cap, maintenance is required.

# Maintenance

Depending on the configuration of the particular system, maintenance personnel will be required to enter the vault to perform the maintenance.

**Important**: If vault entry is required, OSHA rules for confined space entry must be followed.

Filter cartridge replacement should occur during dry weather. It may be necessary to plug the filter inlet pipe if base flows is occurring.

Replacement cartridges can be delivered to the site or customers facility. Information concerning how to obtain the replacement cartridges is available from Contech Engineered Solutions.

**Warning**: In the case of a spill, the maintenance personnel should abort maintenance activities until the proper guidance is obtained. Notify the local hazard control agency and Contech Engineered Solutions immediately.

To conduct cartridge replacement and sediment removal maintenance:

1. If applicable, set up safety equipment to protect maintenance personnel and pedestrians from site hazards.
2. Visually inspect the external condition of the unit and take notes concerning defects/problems.
3. Open the doors (access portals) to the vault and allow the system to vent.
4. Without entering the vault, give the inside of the unit, including components, a general condition inspection.
5. Make notes about the external and internal condition of the vault. Give particular attention to recording the level of sediment build-up on the floor of the vault, in the forebay, and on top of the internal components.
6. Using appropriate equipment offload the replacement cartridges (up to 150 lbs. each) and set aside.
7. Remove used cartridges from the vault using one of the following methods:

## Method 1:

A. This activity will require that maintenance personnel enter the vault to remove the cartridges from the under drain manifold and place them under the vault opening for lifting (removal). Disconnect each filter cartridge from the underdrain connector by rotating counterclockwise 1/4 of a turn. Roll the loose cartridge, on edge, to a convenient spot beneath the vault access.

   Using appropriate hoisting equipment, attach a cable from the boom, crane, or tripod to the loose cartridge. Contact Contech Engineered Solutions for suggested attachment devices.

B. Remove the used cartridges (up to 250 lbs. each) from the vault.



**Important:** Care must be used to avoid damaging the cartridges during removal and installation. The cost of repairing components damaged during maintenance will be the responsibility of the owner.

C. Set the used cartridge aside or load onto the hauling truck.

D. Continue steps a through c until all cartridges have been removed.

## Method 2:

A. This activity will require that maintenance personnel enter the vault to remove the cartridges from the under drain manifold and place them under the vault opening for lifting (removal). Disconnect each filter cartridge from the underdrain connector by rotating counterclockwise 1/4 of a turn. Roll the loose cartridge, on edge, to a convenient spot beneath the vault access.

B. Unscrew the cartridge cap.

C. Remove the cartridge hood and float.

D. At location under structure access, tip the cartridge on its side.

E. Empty the cartridge onto the vault floor. Reassemble the empty cartridge.

F. Set the empty, used cartridge aside or load onto the hauling truck.

G. Continue steps a through e until all cartridges have been removed.

8. Remove accumulated sediment from the floor of the vault and from the forebay. This can most effectively be accomplished by use of a vacuum truck.
9. Once the sediments are removed, assess the condition of the vault and the condition of the connectors.
10. Using the vacuum truck boom, crane, or tripod, lower and install the new cartridges. Once again, take care not to damage connections.
11. Close and fasten the door.
12. Remove safety equipment.
13. Finally, dispose of the accumulated materials in accordance with applicable regulations. Make arrangements to return the used **empty** cartridges to Contech Engineered Solutions.

## Material Disposal

The accumulated sediment found in stormwater treatment and conveyance systems must be handled and disposed of in accordance with regulatory protocols. It is possible for sediments to contain measurable concentrations of heavy metals and organic chemicals (such as pesticides and petroleum products). Areas with the greatest potential for high pollutant loading include industrial areas and heavily traveled roads.

Sediments and water must be disposed of in accordance with all applicable waste disposal regulations. When scheduling maintenance, consideration must be made for the disposal of solid and liquid wastes. This typically requires coordination with a local landfill for solid waste disposal. For liquid waste disposal a number of options are available including a municipal vacuum truck decant facility, local waste water treatment plant or on-site treatment and discharge.

## Related Maintenance Activities - Performed on an as-needed basis

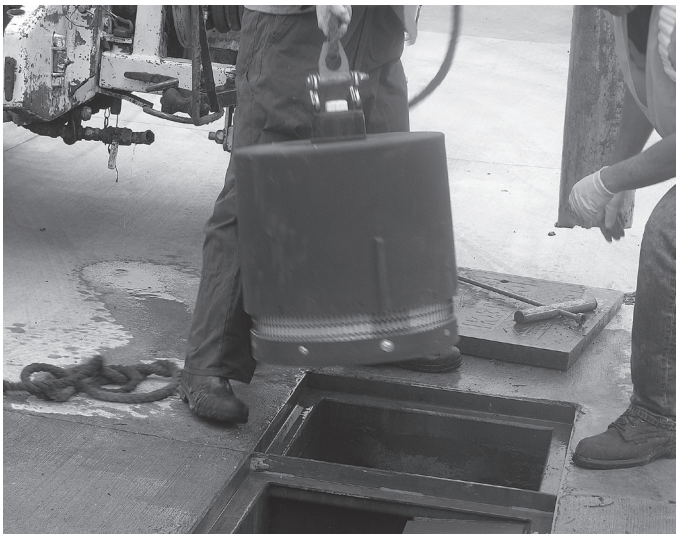
StormFilter units are often just one of many structures in a more comprehensive stormwater drainage and treatment system.

In order for maintenance of the StormFilter to be successful, it is imperative that all other components be properly maintained. The maintenance/repair of upstream facilities should be carried out prior to StormFilter maintenance activities.

In addition to considering upstream facilities, it is also important to correct any problems identified in the drainage area. Drainage area concerns may include: erosion problems, heavy oil loading, and discharges of inappropriate materials.







# Inspection Report

Date: _____ Personnel: _____

Location: _____ System Size: _____ Months in Service: _____

System Type: Vault ☐ Cast-In-Place ☐ Linear Catch Basin ☐ Manhole ☐ Other: _____

Sediment Thickness in Forebay: _____ Date: _____

Sediment Depth on Vault Floor: _____

Sediment Depth on Cartridge Top(s): _____

Structural Damage: _____

Estimated Flow from Drainage Pipes (if available): _____

Cartridges Submerged: Yes ☐ No ☐ Depth of Standing Water: _____

StormFilter Maintenance Activities (check off if done and give description)

☐ Trash and Debris Removal: _____

☐ Minor Structural Repairs: _____

☐ Drainage Area Report _____

Excessive Oil Loading: Yes ☐ No ☐ Source: _____

Sediment Accumulation on Pavement: Yes ☐ No ☐ Source: _____

Erosion of Landscaped Areas: Yes ☐ No ☐ Source: _____

Items Needing Further Work: _____

Owners should contact the local public works department and inquire about how the department disposes of their street waste residuals.

Other Comments:

_____

_____

_____

_____

_____

_____

_____

_____

Review the condition reports from the previous inspection visits.

# StormFilter Maintenance Report

Date: _____ Personnel: _____

Location: _____ System Size: _____

System Type: Vault ☐ Cast-In-Place ☐ Linear Catch Basin ☐ Manhole ☐ Other: _____

List Safety Procedures and Equipment Used: _____

_____

_____

## System Observations

Months in Service: _____

Oil in Forebay (if present): Yes ☐ No ☐

Sediment Depth in Forebay (if present): _____

Sediment Depth on Vault Floor: _____

Sediment Depth on Cartridge Top(s): _____

Structural Damage: _____

## Drainage Area Report

Excessive Oil Loading: Yes ☐ No ☐ Source: _____

Sediment Accumulation on Pavement: Yes ☐ No ☐ Source: _____

Erosion of Landscaped Areas: Yes ☐ No ☐ Source: _____

## StormFilter Cartridge Replacement Maintenance Activities

Remove Trash and Debris: Yes ☐ No ☐ Details: _____

Replace Cartridges: Yes ☐ No ☐ Details: _____

Sediment Removed: Yes ☐ No ☐ Details: _____

Quantity of Sediment Removed (estimate?):

Minor Structural Repairs: Yes ☐ No ☐ Details: _____

Residuals (debris, sediment) Disposal Methods: _____

Notes:

_____

_____

_____

_____

_____

_____

_____

RECYCLED PAPER

CONTECH®
ENGINEERED SOLUTIONS

© 2020 CONTECH ENGINEERED SOLUTIONS LLC, A QUIKRETE COMPANY

800-338-1122

www.ContechES.com

All Rights Reserved. Printed in the USA.

Contech Engineered Solutions LLC provides site solutions for the civil engineering industry. Contech's portfolio includes bridges, drainage, sanitary sewer, stormwater and earth stabilization products. For information on other Contech division offerings, visit www.ContechES.com or call 800.338.1122.

Support

- Drawings and specifications are available at www.conteches.com.
- Site-specific design support is available from our engineers.

NOTHING IN THIS CATALOG SHOULD BE CONSTRUED AS A WARRANTY. APPLICATIONS SUGGESTED HEREIN ARE DESCRIBED ONLY TO HELP READERS MAKE THEIR OWN EVALUATIONS AND DECISIONS, AND ARE NEITHER GUARANTEES NOR WARRANTIES OF SUITABILITY FOR ANY APPLICATION. CONTECH MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, RELATED TO THE APPLICATIONS, MATERIALS, COATINGS, OR PRODUCTS DISCUSSED HEREIN. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY CONTECH. SEE CONTECH'S CONDITIONS OF SALE (AVAILABLE AT WWW.CONTECHES.COM/COS) FOR MORE INFORMATION.

**EXHIBIT K**

**TRADE SERVICES AGREEMENT**
**(CITY of Oxnard and Downstream Services, Inc.)**

**INDUSTRIAL WASTEWATER DISCHARGE PERMIT APPLICATION**

# (ON THE FOLLOWING PAGES)

# CITY OF OXNARD TECHNICAL SERVICES PROGRAM SOURCE CONTROL

# 6001 PERKINS ROAD, OXNARD, CA 93033

## INDUSTRIAL WASTEWATER DISCHARGE PERMIT APPLICATION

## (INDUSTRIAL USER BASELINE MONITORING REPORT)

*All businesses in the City of Oxnard are required to complete an industrial wastewater discharge permit application. Use current operating parameters. PLEASE ANSWER ALL QUESTIONS.*

GENERAL INSTRUCTIONS

1. PLEASE COMPLETE THE ATTACHED FORM AND RETURN IT BY _____ TO THE FOLLOWING ADDRESS:

   CITY OF OXNARD
   TECHNICAL SERVICES PROGRAM
   SOURCE CONTROL
   6001 PERKINS ROAD
   OXNARD, CA 93033

2. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE TECHNICAL SERVICES PROGRAM - SOURCE CONTROL AT (805) 488-3517.

NOTE TO SIGNING OFFICIAL: In accordance with 40 CFR, Part 403, Section 403.12, information and data provided in this report which identifies the nature and frequency of your discharge shall be available to the public without restriction. Requests for confidential treatment of other information contained herein shall be governed by 40 CFR, Part 2. Should a discharge permit be required for your facility, information contained in this report will be used to issue the permit.

***SECTION A*** ***GENERAL INFORMATION***

1. COMPANY NAME: _____
2. MAILING ADDRESS: _____
3. FACILITY ADDRESS: _____
4. FACILITY CONTACT (provide the name, title and telephone number of the designated person to contact if additional information is required):

f

_____

_____

5. ALTERNATE FACILITY CONTACT (provide the name, title and telephone number of the designated person to contact if the primary contact person is unavailable):

_____

_____

6. PROPERTY OWNER: _____
7. PRINCIPAL BUSINESS ACTIVITY CONDUCTED AT THIS FACILITY: _____

_____

8. CHECK ONE: EXISTING DISCHARGE PROPOSED DISCHARGE
9. DATE FACILITY COMMENCED/WILL COMMENCE OPERATION: _____

_____

***SECTION B*** ***NATURE OF OPERATION***

1. PROVIDE A BRIEF DESCRIPTION OF THE MANUFACTURING, PRODUCTION OR SERVICE ACTIVITY(S) YOUR FIRM ENGAGES IN:

_____

2. LIST THE APPLICABLE STANDARD INDUSTRIAL CLASSIFICATION (SIC) NUMBER(S) FOR YOUR FACILITY:

_____

3. SUMMARIZE EACH PROCESS USED (attach additional sheet(s) if necessary):

| PROCESS DESCRIPTION | PRODUCTION RATE | SOURCE CONTROL USE ONLY PRETREATMENT CATEGORY | SUBCATEGORY |
|---|---|---|---|
| a. | | | |
| b. | | | |
| c. | | | |
| d. | | | |

4. LIST THE RAW MATERIALS AND PROCESS ADDITIVES USED (attach additional sheet(s) if necessary):

| CHEMICAL OR TRADE NAME | MANUFACTURER | ANNUAL USAGE |
|---|---|---|
| | | |
| | | |

5. LIST ALL CHEMICALS, OTHER THAN LISTED ABOVE (solvents, acids, caustics, boiler additives, cooling tower additives, industrial cleaners, lubricants, etc.) USED (attach additional sheet(s) if necessary):

| CHEMICAL OR TRADE NAME | MANUFACTURER | ANNUAL USAGE |
|---|---|---|
| | | |
| | | |

***SECTION C*** ***PLANT OPERATIONAL CHARACTERISTICS***

1. PRINCIPAL PRODUCT PRODUCED: _____

2. PRODUCTION PROCESS IS (check one):

   BATCH - AVERAGE NUMBER OF BATCHES PER DAY _____

   CONTINUOUS - PRODUCTION RATE _____
   BOTH - % BATCH _____ % CONTINUOUS _____

3. IS PRODUCTION SUBJECT TO SEASONAL VARIATION? YES NO

   IF YES, PLEASE DESCRIBE: _____

4. NUMBER OF WORKDAYS PER WEEK: _____ NUMBER OF SHIFTS PER DAY: _____

   NUMBER OF EMPLOYEES PER SHIFT: _____

   HOURS OF OPERATIONS: _____ A.M. TO: _____ P.M. CONTINUOUS
   SHIFT START TIMES: 1ST _____ 2ND _____ 3RD _____

5. ANY PROCESS CHANGES OR EXPANSIONS PLANNED IN THE NEXT FIVE (5) YEARS?

   YES NO If yes, attach a separate sheet describing the nature of changes or expansions

***SECTION D*** ***WATER CONSUMPTION AND LOSS***

1. RAW WATER SOURCE(S) (check applicable sources):

   CITY WATER PRIVATE CONTRACT

   COUNTY WATER SURFACE WATER

   PRIVATE WELL OTHER (explain): _____

   _____

2. WATER SERVICE COMPANY NAME AND ADDRESS: _____

   _____

3. WATER SERVICE ACCOUNT NUMBER(S): _____

4. LIST THE PAST TWELVE (12) MONTHS WATER USAGE (note where usage is estimated):

| | DATE | USAGE | | DATE | USAGE |
|---|---|---|---|---|---|
| a. | from _____ to _____ | _____ HCF | g. | from _____ to _____ | _____ HCF |
| b. | from _____ to _____ | _____ HCF | h. | from _____ to _____ | _____ HCF |
| c. | from _____ to _____ | _____ HCF | i. | from _____ to _____ | _____ HCF |
| d. | from _____ to _____ | _____ HCF | j. | from _____ to _____ | _____ HCF |
| e. | from _____ to _____ | _____ HCF | k. | from _____ to _____ | _____ HCF |
| f. | from _____ to _____ | _____ HCF | l. | from _____ to _____ | _____ HCF |

5. IF A WATER SOURCE IS NOT METERED, PROVIDE AN ESTIMATE OF THE AMOUNT CONSUMED AT YOUR FACILITY: _____ gallons per day.

6. IF WATER AND/OR SEWER CHARGES ARE PAID BY SOMEONE OTHER THAN YOUR FACILITY, PROVIDE THE NAME, ADDRESS AND THE TELEPHONE NUMBER:

   _____

   _____

7. DESCRIBE ANY PRETREATMENT PROCESS(ES) FOR RAW WATER: _____

_____

8. TOTAL FACILITY WASTEWATER DISCHARGE IN GALLONS PER DAY: _____
AVERAGE _____ MAXIMUM _____

9. OTHER DISCHARGE OR WATER LOSS TO (provide the amount in gallons per day):

   a. STORM DRAIN OR GROUND _____

   b. EVAPORATION _____

   c. CONTAINED IN PRODUCT _____

   d. WASTE HAULERS _____

   e. IRRIGATION _____

10. PROVIDE THE NAME AND ADDRESS OF WASTE HAULER(S) IF USED: _____

_____

11. INDIVIDUAL PROCESS DISCHARGES IN GALLONS PER DAY (attach additional sheet(s) if necessary):

| PROCESS | AVE. DAILY FLOW | MAX. DAILY FLOW | TYPE OF DISCHARGE (batch, cont., none) | Source Control Use Only (RUD) |
|---|---|---|---|---|
| _____ | _____ | | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| Sanitary | _____ | _____ | _____ | |
| Boiler Blowdown | _____ | _____ | _____ | _____ |
| Cooling Water | _____ | _____ | _____ | |
| Other | _____ | _____ | _____ | _____ |

12. DESCRIBE ANY WATER RECYCLING OR MATERIAL RECLAMATION ~~PROCESSES USED~~:

_____

_____

13. CHECK THE TYPE OF WASTEWATER PRETREATMENT, IF ANY, GIVEN WASTEWATER BEFORE DISCHARGE TO THE CITY OF OXNARD SEWER:

| | |
|---|---|
| NO PRETREATMENT PROVIDED | PLATE OUT |
| CHEMICAL PRECIPITATION | CYANIDE DESTRUCT |
| ION EXCHANGE | NEUTRALIZATION |
| SETTLING/CLARIFICATION | AUTOMATIC TREATMENT SYSTEM |
| FILTER PRESS | SCREENING |
| FILTRATION-MEMBRANE | FLOW EQUALIZATION |
| FILTRATION-MEDIA | SILVER RECOVERY |
| BIOLOGICAL TREATMENT | SPILL CONTAINMENT |
| OTHER CHEMICAL TREATMENT | GREASE INTERCEPTOR (outside) – SIZE _____ |
| OTHER: _____ | GREASE TRAP (inside) - SIZE ____ |
| _____ | DOUBLE CONTAINMENT |

14. INDICATE ALL CHEMICALS, IF ANY, WHICH ARE USED FOR SEDIMENTATION, pH ADJUSTMENT, FILTRATION, ETC. (attach additional sheet(s) if necessary):

_____

_____

15. IF pH ADJUSTMENT IS CHECKED, INDICATE THE METHOD EMPLOYED AND THE pH MONITORING INSTRUMENTATION USED (attach additional sheet(s) if necessary):

_____

_____

16. DESCRIBE THE DESIGN CAPACITY, PHYSICAL SIZE, LOADING RATE AND GENERAL LOCATION OF EACH PRETREATMENT DEVICE OR SYSTEM CHECKED ABOVE (attach additional sheet(s) if necessary):

_____

17. ARE ANY STORAGE TANKS FOR WASTE OR RAW MATERIALS DIRECTLY CONNECTED TO YOUR PRETREATMENT SYSTEM? IF YES, PLEASE EXPLAIN (attach additional sheet(s) if necessary):

_____

18. LIST ANY OF THE WASTEWATER GENERATING ACTIVITIES/PROCESSES NOT ROUTED THROUGH YOUR PRETREATMENT SYSTEM:

_____

19. IF THE PRETREATMENT SYSTEM IS LOCATED UNDERGROUND, DO YOU HAVE ANY LEAKAGE MONITORING EQUIPMENT OR PROCEDURES? IF YES, PLEASE EXPLAIN (attach additional sheet(s) if necessary):

---

20. FUTURE WASTEWATER PRETREATMENT IMPROVEMENTS - DESCRIBE AND INCLUDE A TIMETABLE FOR ANY CHANGES IN TREATMENT OR DISPOSAL METHOD PLANNED OR UNDER CONSTRUCTION FOR WASTEWATER GENERATED BY THIS FACILITY (attach additional sheet(s) if necessary):

---

21. PROVIDE ON SEPARATE SHEETS THE FOLLOWING DRAWINGS:

    a. A DRAWING SHOWING THE PHYSICAL LOCATION OF THE BUILDING(S) AND SEWER LINE(S) WITH RESPECT TO PROPERTY LINES, ROADS, ALLEYS, DITCHES, AND ANY OTHER OUTSTANDING TOPOGRAPHICAL FEATURES. CLEARLY SHOW THE LOCATION OF THE FOLLOWING FACILITY FEATURES (use of plans is suitable):

        INDUSTRIAL PROCESS AREA (show the location of all wastewater generation activities)

        ALL BUILDING SEWER LINES, TRENCHES OR OTHER WASTEWATER CONVEYANCE

        PRETREATMENT SYSTEMS/DEVICES

        STORM DRAINS

        WATER METERS

        INDUSTRIAL WASTEWATER SAMPLING LOCATIONS

        CHEMICAL STORAGE/HANDLING AREAS

        HAZARDOUS WASTE STORAGE/HANDLING AREAS

    b. A SCHEMATIC DRAWING OR FLOW CHART OF EACH PROCESS THAT GENERATES WASTEWATER. FOR EACH ACTIVITY, SHOW THE FLOW OF MATERIALS AND WATER FROM START TO FINAL DISCHARGE (see example).

        EXAMPLE: Photo Developing

    c. A SCHEMATIC DRAWING OF ANY WASTEWATER PRETREATMENT DEVICES CHECKED IN D-13.

DRAWING OR PLANS MUST BE NEAT, LEGIBLE, AND CLEARLY LABELED. IF ANY OF THE REQUIRED FEATURES ARE NOT INCLUDED, PROVIDE AN EXPLANATION.

***SECTION E*** ***NATURE AND CONCENTRATION OF POLLUTANTS***

1. INDICATE WHETHER ANY OF THE FOLLOWING SUBSTANCES ARE OR CAN BE PRESENT AT THIS FACILITY, CHECK COLUMN "A" IF IT COMES INTO CONTACT WITH WATER OR MAY BE PRESENT IN THE WASTEWATER. CHECK COLUMN "B" IF IT IS PRESENT ON SITE BUT IN A LOCATION OR PROCESS WHERE NO ENTRY TO THE WASTEWATER SHOULD OCCUR. INDICATE WITH A CHECK MARK:

a. PRIMARY POLLUTANTS

| A | B | | A | B | |
|---|---|---|---|---|---|
| ___ | ___ | acenaphthene | ___ | ___ | hexachlorocyclopentadiene |
| ___ | ___ | acrolein | ___ | ___ | isophorone |
| ___ | ___ | acrylonitrile | ___ | ___ | naphthalene |
| ___ | ___ | benzene | ___ | ___ | nitrobenzene |
| ___ | ___ | benzidine | ___ | ___ | 2-nitrophenol |
| ___ | ___ | carbon tetrachloride | ___ | ___ | 4-nitrophenol |
| ___ | ___ | chlorobenzene | ___ | ___ | 2,4-dinitrophenol |
| ___ | ___ | 1,2,4-trichlorobenzene | ___ | ___ | 4,6-dinitro-o-cresol |
| ___ | ___ | hexachlorobenzene | ___ | ___ | N-nitrosodimethylamine |
| ___ | ___ | 1,2-dichloroethane | ___ | ___ | N-nitrosodiphenylamine |
| ___ | ___ | 1,1,1-trichloroethane (TCA) | ___ | ___ | N-nitrosodi-n-propylamine |
| ___ | ___ | hexachloroethane | ___ | ___ | pentachlorophenol |
| ___ | ___ | 1,1-dichloroethane | ___ | ___ | phenol |
| ___ | ___ | 1,1,2-trichloroethane | ___ | ___ | bis (2-ethylhexyl) phthalate |
| ___ | ___ | 1,1,2,2-tetrachloroethane | ___ | ___ | butyl benzyl phthalate |
| ___ | ___ | chloroethane | ___ | ___ | di-n-butyl phthalate |
| ___ | ___ | bis (2-chloroethyl) ether | ___ | ___ | di-n-octyl phthalate |
| ___ | ___ | 2-chloroethyl vinyl ether | ___ | ___ | diethyl phthalate |
| ___ | ___ | 2-chloronaphthalene | ___ | ___ | dimethyl phthalate |
| ___ | ___ | 2,4,6-trichlorophenol | ___ | ___ | benzo (a) anthracene |
| ___ | ___ | parachlorometacresol | ___ | ___ | benzo (a) pyrene |
| ___ | ___ | chloroform | ___ | ___ | 3,4-denzofluoranthene |
| ___ | ___ | 2-chlorophenol | ___ | ___ | benzo (k) fluoranthene |
| ___ | ___ | 1,2-dichlorobenzene | ___ | ___ | chrysene |
| ___ | ___ | 1,3-dichlorobenzene | ___ | ___ | acenaphthylene |
| ___ | ___ | 1,4-dichlorobenzene | ___ | ___ | anthracene |
| ___ | ___ | 3,3-dichlorobenzidine | ___ | ___ | benzo (ghi) perylene |
| ___ | ___ | 1,1-dichloroethylene | ___ | ___ | fluorene |
| ___ | ___ | 1,2-trans-dichloroethylene | ___ | ___ | phenanthrene |
| ___ | ___ | 2,4-dichlorophenol | ___ | ___ | dibenzo (a,h) anthracene |
| ___ | ___ | 1,2-dichloropropane | ___ | ___ | indeno (1,2,3-cd) pyrene |
| ___ | ___ | 1,3-dichloropropylene | ___ | ___ | pyrene |
| ___ | ___ | 2,4-dinitrotoluene | ___ | ___ | tetrachloroethylene (PCE) |
| ___ | ___ | 2,6-dinitrotoluene | ___ | ___ | toluene |
| ___ | ___ | 1,2-diphenylhydrazine | ___ | ___ | trichloroethylene (TCE) |
| ___ | ___ | ethylbenzene | ___ | ___ | vinyl chloride |
| ___ | ___ | fluoranthene | ___ | ___ | aldrin |
| ___ | ___ | 4-chlorophenyl phenyl ether | ___ | ___ | dieldrin |
| ___ | ___ | 4-bromophenyl phenyl ether | ___ | ___ | chlordance |
| ___ | ___ | bis (2-chloroisopropyl) ether | ___ | ___ | 4,4'-DDT |
| ___ | ___ | bis (2-chloroethoxy)methane | ___ | ___ | 4,4'-DDE (p,p' DDX) |
| ___ | ___ | methylene chloride | ___ | ___ | 4,4'-DDD (p,p' TDE) |
| ___ | ___ | Methyl chloride | ___ | ___ | Alpha-endosulfan |
| ___ | ___ | methyl bromide | ___ | ___ | Beta-endosulfan |
| ___ | ___ | bromoform | ___ | ___ | endosulfan sulfate |
| ___ | ___ | dichlorobromomethane | ___ | ___ | endrin |
| ___ | ___ | chlorodibromomethane | ___ | ___ | endrin aldehyde |
| ___ | ___ | hexachlorobutadiene | ___ | ___ | heptachlor |
| ___ | ___ | 2,4-dimethylphenol | ___ | ___ | heptachlor epoxid |

| A | B | |
|---|---|---|
| ___ | ___ | Alpha-BHC |
| ___ | ___ | Beta-BHC |
| ___ | ___ | Gamma-BHC(lindane) |
| ___ | ___ | Delta-BHC |
| ___ | ___ | PCB-1242 (Aroclor 1242) |
| ___ | ___ | PCB-1254 (Aroclor 1254) |
| ___ | ___ | PCB-1221 (Aroclor 1221) |
| ___ | ___ | PCB-1232 (Aroclor 1232) |
| ___ | ___ | PCB-1248 (Aroclor 1248) |
| ___ | ___ | PCB-1260 (Aroclor 1260) |
| ___ | ___ | PCB-1016 (Aroclor 1016) |
| ___ | ___ | 2,3,7,8-tetrachlorodibenzo-p-dioxin |
| ___ | ___ | Toxaphene |
| ___ | ___ | Antimony (Total) |

| A | B | |
|---|---|---|
| ___ | ___ | Arsenic (Total) |
| ___ | ___ | Asbestos (Fibrous) |
| ___ | ___ | Beryllium (Total) |
| ___ | ___ | Cadmium (Total) |
| ___ | ___ | Chromium (Total) |
| ___ | ___ | Copper (Total) |
| ___ | ___ | Cyanide (Total) |
| ___ | ___ | Lead (Total) |
| ___ | ___ | Mercury (Total) |
| ___ | ___ | Selenium (Total) |
| ___ | ___ | Silver (Total) |
| ___ | ___ | Thallium (Total) |
| ___ | ___ | Zinc (Total) |

b. OTHER POLLUTANTS

| A | B | |
|---|---|---|
| ___ | ___ | Boron |
| ___ | ___ | Calcium |
| ___ | ___ | Chloride |
| ___ | ___ | Cobalt |
| ___ | ___ | Oil and Grease (Animal/ Vegetable) |
| ___ | ___ | Oil and Grease (Mineral) |
| ___ | ___ | High pH |
| ___ | ___ | High Temp |

| A | B | |
|---|---|---|
| ___ | ___ | Low pH |
| ___ | ___ | Magnesium |
| ___ | ___ | Silicates |
| ___ | ___ | Solvents* |
| ___ | ___ | Sulfate |
| ___ | ___ | Sulfide |
| ___ | ___ | Surfactants |

*IDENTIFY THE CHEMICAL COMPOUNDS OF EACH SOLVENT:_____

_____

_____

_____

_____

_____

_____

2. POLLUTANT CONCENTRATION MEASUREMENT

AN INDUSTRIAL USER MUST PERFORM SAMPLING AND ANALYSIS OF THE WASTEWATER FROM EACH REGULATED PROCESS, AFTER PRETREATMENT IF APPLICABLE, AT THE END OF PROCESS DISCHARGE, BEFORE MIXING WITH OTHER WASTESTREAMS. IF SAMPLING OF THE REGULATED WASTESTREAM(S) BEFORE MIXING WITH OTHER WASTESTREAMS IS NOT FEASIBLE, THE TOTAL FACILITY WASTESTREAM MAY BE SAMPLED AND ANALYZED, AND EQUIVALENT CONCENTRATIONS AND LIMITS CALCULATED USING ANALYSIS RESULTS AND FLOW DATA FROM D-11. PROVIDE THE ANALYTICAL DATA FOR EACH SAMPLE POINT IN THE SPACES BELOW. ONLY THOSE POLLUTANTS SPECIFICALLY REGULATED BY THE APPLICABLE PRETREATMENT CATEGORY NEED BE REPORTED (attach additional sheet(s) as necessary):

REGULATED PROCESS: _____

SAMPLE LOCATION: _____

DATE SAMPLE TAKEN: _____

SAMPLE TYPE: _____

NUMBER OF SAMPLES AND FREQUENCY COLLECTED: _____

ANALYTICAL METHODS USED: _____

| | | | | SOURCE CONTROL USE ONLY | | | | |
|---|---|---|---|---|---|---|---|---|
| POLLUTANT | UNITS | AVE. CONC. | MAX. CONC. | AMAC | AMMC | AEC | MEC | PERMIT LIMIT |
| SILVER (Ag) | mg/l | | | | | | | |
| CADMIUM (Cd) | " | | | | | | | |
| CYANIDE (Total) | " | | | | | | | |
| CYANIDE (amenable) | " | | | | | | | |
| CHROMIUM (Cr) | " | | | | | | | |
| COPPER (Cu) | " | | | | | | | |
| NICKEL (Ni) | " | | | | | | | |
| LEAD (Pb) | " | | | | | | | |
| ZINC (Zn) | " | | | | | | | |
| TOTAL METALS (TM) | " | | | | | | | |
| PH | --- | | | | | | | |
| TTO | mg/l | | | | | | | |

***SECTION F*** ***OTHER WASTE DISPOSAL***

1. DOES THE FACILITY GENERATE ANY HAZARDOUS WASTES SUCH AS SPENT SOLVENTS, PRETREATMENT SLUDGES, SPENT PROCESS SOLUTIONS OR OTHER?

   YES NO IF YES, DESCRIBE THE NATURE OF, AND THE DISPOSAL METHODS FOR THESE WASTES: _____

   _____

2. ENVIRONMENTAL CONTROL PERMITS - LIST ALL ENVIRONMENTAL CONTROL PERMITS HELD BY OR FOR THE FACILITY:

| TITLE OF PERMIT | PERMIT NO. | ISSUING AGENCY | EXPIRATION DATE |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

3. HAS THE FACILITY DEVELOPED A PLAN TO PREVENT AND CONTROL SPILLS?

   YES NO

***SECTION G*** ***COMPLIANCE CERTIFICATION***

1. IS THE FACILITY MEETING APPLICABLE CATEGORICAL PRETREATMENT STANDARDS ON A CONSISTENT BASIS?

   YES NO NOT KNOWN

2. IF NO, DO YOU REQUIRE:

   ADDITIONAL OPERATIONS AND MAINTENANCE TO ACHIEVE COMPLIANCE?

   NEW OR ADDITIONAL PRETREATMENT FACILITIES TO ACHIEVE COMPLIANCE?

   BOTH OF THE ABOVE?

3. a. IF ADDITIONAL OPERATIONS AND MAINTENANCE, OR NEW OR ADDITIONAL PRETREATMENT FACILITIES WILL BE REQUIRED TO MEET CATEGORICAL PRETREATMENT STANDARDS ON A CONSISTENT BASIS, PROVIDE ON A SEPARATE SHEET A SCHEDULE LISTING THE SHORTEST INCREMENTS OF PROGRESS TOWARDS COMPLETION OF EVENTS LEADING TO COMPLIANCE WITH CATEGORICAL STANDARDS. INDICATE THE DATES FOR COMMENCEMENT AND COMPLETION OF MAJOR EVENTS.

   b. A PROGRESS REPORT SHALL BE SUBMITTED TO THE SOURCE CONTROL PROGRAM WITHIN 14 DAYS OF THE COMPLETION OF EACH MAJOR EVENT.

NOTE: THIS IS TO BE SIGNED BY AN AUTHORIZED OFFICIAL OF YOUR FIRM AFTER COMPLETION OF THIS FORM AND REVIEW OF THE INFORMATION BY THE SIGNING OFFICIAL.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to be best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Date _____

Signature of Official _____

Title _____

**EXHIBIT L**

**TRADE SERVICES AGREEMENT**
**(CITY of Oxnard and Downstream Services, Inc.)**

**OXNARD GIS DATE USE AGREEMENT**

## (ON THE FOLLOWING PAGES)

# Oxnard GIS - Data Use Agreement

On behalf of _____, I agree that the electronic data provided by the City of Oxnard ("the City") will be used only for the tasks related to the _____ project, and _____ will not sell, share, give away or otherwise disclose such data to any other entity or person without the prior written consent of the City.

I acknowledge that the data provided by the City was created by the City's Geographic Information Systems Division solely for the convenience of the City and its related public entities and that the City does not warrant the accuracy of the data. On behalf of _____, I agree that no decision involving a risk of economic loss or physical injury will be made in reliance on the data provided by the City.

I acknowledge that City of Oxnard utility infrastructure data is considered confidential pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255. I agree that I will obtain written consent from the City before any maps, figures, or data layers are made available to the general public.

Dated:_____

**Requesting Organization**

_____

Project Manager

Will data be available to the public?

- ☐ No
- ☐ Yes (Please describe on following page)

**City of Oxnard**

_____

Project Manager

_____

Utility Manager

(Required if shared with public)

If data will be shared with the public in any way, please fill out the following sections.

**1. Data Type (Check all that apply):**

- ☐ Water Utility Infrastructure
- ☐ Sewer Utility Infrastructure
- ☐ Stormwater Utility Infrastructure
- ☐ Other

If other, please provide description:

**2. Format of Public Data (Check all that apply):**

- ☐ Spatial Data Layer (GIS, KML, KMZ, Feature Service)
- ☐ Detailed Map or Figure
- ☐ Other

If Other, please provide a description:

**3. Project Spatial Extent:**

**4. Project Description:**

## Bid Tabulation PW24-90 Stormwater Filter Replacement & Maintenance

| | | Downstream Services, Inc. | | Storm Water Inspection & Maintenance Services, LLC | | United Storm Water, Inc. | |
|---|---|---|---|---|---|---|---|
| | | Price | Unit | Price | Unit | Price | Unit |
| 1 | Inspection Scope Section 3-1 - CFD 2 | $2,056.00 | Annual | $6,000.00 | Annual | $11,972.00 | Annual |
| 2 | Inspection Scope Section 3-1 - CFD 4 | $8,411.00 | Annual | $26,000.00 | Annual | $65,846.00 | Annual |
| 3 | Inspection Scope Section 3-1 - CFD 5 | $44,298.00 | Annual | $139,000.00 | Annual | $182,000.00 | Annual |
| 4 | Vault Maintenance - Cleaning Only | $1,225.00 | /hr | $425.00 | /hr | $1,320.00 | /hr |
| 5 | Vault Maintenance - Cleaning and Cartridge Replacement | $1,893.00 | /hr | $475.00 | /hr | $1,550.00 | /hr |
| 6 | Single Cartridge Replacement | $786.00 | /Unit Replaced | $425.00 | /Unit Replaced | $250.00 | /Unit Replaced |
| 10 | 18 inch Contech ZPG™ filtration cartridge (New) | $343.00 | /Cartridge | $850.00 | /Cartridge | $185.00 | /Cartridge |
| 11 | 18 inch Contech ZPG™ filtration cartridge (Recycled) | $162.00 | /Cartridge | $250.00 | /Cartridge | $185.00 | /Cartridge |
| 12 | 1/4 Turn Connector | $6.00 | /Connector | $65.00 | /Connector | $120.00 | /Connector |
| | **TOTAL:** | $59,180.00 | | $173,490.00 | | $263,428.00 | |

***Note - One additional bid, Horn's Backflow & Plumbing Service, Inc., was deemed to be non-responsive therefore not included in the bid tabulation. Reason's - Missing responses and completed wrong cost sheet however Addendum 1 signed acknowledging receipt of revised cost sheet.**

# Agreement 32500236 with Downstream Services, Inc. for Stormwater Filter Replacement and Maintenance Services, Specification No. PW 24-90

Public Works and Transportation Committee
December 10, 2024

Anthony Miller
Special Districts Manager

CITY OF OXNARD CALIFORNIA

# RECOMMENDATION



The Public Works and Transportation Committee recommends that the City Council approve and authorize an Agreement with Downstream Services, Inc. for a term of one year from January 22, 2025, to January 21, 2026, for a total contract amount not to exceed $1,250,000 for stormwater filter replacement and maintenance services.

# BACKGROUND



- The creation of CFDs in the City of Oxnard (City) assists with funding, in perpetuity, the maintenance obligations for specific neighborhoods within the City
- Three (3) of these CFDs are designated Westport CFD 2, Seabridge CFD 4, and Riverpark CFD 5, which include authorized improvements for stormwater filter replacement and maintenance
- When built, these three (3) neighborhoods were designed with the same stormwater filtration system
- These systems include cartridge-style filters for the filtration of stormwater runoff from roadways, parking lots, and other hard surfaces within the CFDs

# BACKGROUND



- Through the previous contract, A-8282 with Downstream Services, Inc. ("Downstream"), CFDs 2, 4, and 5's stormfilter vaults were previously inspected, cleaned, and had cartridges replaced in 2021 and 2022
- The agreement with Downstream Services Inc. expired March 1, 2024

# BACKGROUND



- The post-construction BMP maintenance inspection program shall incorporate the following elements:
  - Post-construction BMP maintenance inspection checklist
  - Inspection at least once every two years
  - Criteria and procedures for post-construction Treatment Control and Hydromodification Control BMP repair, replacement, or re-vegetation
- This contract will assist the City in meeting its permit requirements
- Proper maintenance of post-construction BMPs means that the stormwater is properly treated before being discharged into the Santa Clara River and Channel Islands Harbor

# DISCUSSION



- A Request for Bids ("RFB") was published on August 26, 2024, and all bids were due on September 26, 2024. The City received the following three bids:

| | |
|---|---|
| Downstream Services, Inc.: | $59,180.00 |
| Storm Water Inspection & Maintenance Services, LLC: | $173,490.00 |
| United Storm Water, Inc.: | $263,428.00 |

- The lowest bidder is Downstream Services, Inc. and its bid is responsive to the City's RFB. Following this determination, procurement staff reviewed all documentation received from Downstream and based upon the available information and research performed to date; staff believes that the contractor is capable of satisfactorily completing the service.

# DISCUSSION



- The storm vault scheduled maintenance and on-call services includes initial and annual storm vault maintenance, ongoing maintenance and repair of storm vault components
- This includes the required traffic control and permits to accomplish the Work
- All Work within the Agreement includes the furnishing of all necessary labor, materials, equipment, and other incidental and appurtenant work needed to provide inspection and maintenance of storm vaults and their filter cartridges
- The Contractor is also responsible for documenting vault and filter conditions, and noting if any structural repair to the vault structures and hatches are necessary

# DISCUSSION



- Initial work includes the inspection of and if necessary, the cleaning of each vault and replacement of cartridges
- This specifically means inspecting 821 filter cartridges in 64 vaults in CFD 2 - Westport and CFD 4 - Seabridge, and 2,274 filter cartridges in 278 vaults in CFD 5 - Riverpark
- This agreement is a regular maintenance agreement and ensures proper functioning of these stormwater systems

# DISCUSSION



- Locations of the storm vaults under these services include CFD 2 - Westport, located off of Wooley Road between Tradewinds Drive and Chesapeake Drive and bordered by the Channel Islands waterways; CFD 4 - Seabridge, located off of Wooley Road, Seabridge Lane, Victoria Ave, and Harbour Island Lane; and CFD 5 - Riverpark, located between Ventura Road and Vineyard Avenue bordered at the south by the 101 Freeway and at the north by Xanadu Way
- The work is tentatively scheduled to begin January 2025. Staff will work closely with each Districts' HOAs and Neighborhood Council to keep residents informed of the maintenance schedule

# DISCUSSION

- Dirty Cartridge Filters





- “New” Clean Cartridge Filters

# FINANCIAL IMPACT



- Total cost for this Agreement 32500236 with Downstream Services, Inc. shall not exceed $1,250,000 for stormwater filter replacement and maintenance services for a one-year term
- Costs for these services are included in the Adopted Budget for FY 2024-25
- Funding shall be provided by CFD 2 - Westport, CFD 4 - Seabridge, and CFD 5 - Riverpark
- There is no guaranteed spending amount and the Division shall only pay for the services that are approved and rendered
- Funding for subsequent fiscal years will be requested through the annual budget process.

CITY OF OXNARD CALIFORNIA

# QUESTIONS

CITY OF OXNARD CALIFORNIA

**PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. D.4**

**DATE:** December 10, 2024

**TO:** Public Works and Transportation Committee

**FROM:** Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

**SUBJECT:** Trade Services Agreement 32500292 with Commodity Trucking Acquisition LLC dba Tri-County Transportation for Backfill and Resurfacing Material Sales, Delivery and Haul Away Services. (10 minutes)

## RECOMMENDATION

The Public Works and Transportation Committee recommends that the City Council approve and authorize the Mayor to execute an Agreement with Commodity Trucking Acquisition LLC dba Tri-County Transportation for an initial term of one year from January 8, 2025, through January 7, 2026, with the option to extend for four consecutive one-year periods ending January 7, 2030, for a total contract amount not to exceed $1,000,000 for backfill and resurfacing material sales, delivery and haul away services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/yQcDwJloVhI

## BACKGROUND

The City of Oxnard's Water Division is responsible for the transmission and distribution of potable and recycled water to City customers. Over 20 million gallons per day of safe and reliable water is delivered to customers. The City's water system includes: ten water wells, five connections from the United Water Conservation District's Oxnard-Hueneme Pipeline system, one connection from the Calleguas Municipal Water District's water system, one desalter facility, six blending stations, and over 500 miles of transmission and distribution pipelines.

The City's 500 miles of transmission and distribution pipelines periodically require infrastructure repairs to fix water main breaks, service leaks and maintenance services. The ability to order backfill, resurfacing materials and haul-away services are critical to restore the road surfaces back to their original state after water infrastructure repairs. Some examples of backfill and resurfacing materials are rock, blended fill sand, class II base, and asphalt cold patch. Some examples of haul-away services include the transportation of materials such as concrete, concrete mixed with reinforcement, asphalt, asphalt and petromat, and clay to a certified landfill.

## DISCUSSION

On September 30, 2024, the Purchasing Division on behalf of the Water Division published Request for Bid (RFB) PW 24-108 for Backfill and Resurfacing Material Sales, Delivery and Haul Away Services. Several potential vendors were directly notified of the RFB as well as being published at www.PublicPurchase.com and the City's Purchasing website. Bid submissions were due by October 14, 2024, with only one submission

received from Commodity Trucking Acquisition LLC dba Tri-County Transportation (Tri-County).

Tri-County meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

The City has a current purchase order with Tri-County for delivery and haul-away services for backfill and resurfacing materials which is set to expire on December 31, 2024. Tri-County has been providing these services since August 2020 and has proven to be a reliable vendor.

## STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

## FINANCIAL IMPACT

The total cost of this Agreement with Commodity Trucking Acquisition LLC dba Tri-County Transportation shall not exceed $1,000,000 through January 7, 2030, if extended all years. The funding for this fiscal year is included in the Adopted Year 2024-25 Budget from the Water Operating Fund (601). Subsequent fiscal year allocations will be requested during the annual budget process.

**Estimated Spending Plan for**

**Commodity Trucking Acquisition LLC dbaTri-County Transportation**

| Account Number | FY 24-25 | FY 25-26 | FY 26-27 | FY 27-28 | FY 28-29 | FY 29-30 | TOTAL |
|---|---|---|---|---|---|---|---|
| 6013600-53200 | $100,000 | $200,000 | $200,000 | $200,000 | $200,000 | $100,000 | $1,000,000 |

*Prepared by: Timothy Beaman, Assistant Public Works Director*

## ATTACHMENTS

1. Agreement 32500292
2. Presentation

# TRADE SERVICE AGREEMENT
# BETWEEN
# THE CITY OF OXNARD AND
# COMMODITY TRUCKING ACQUISITION, LLC
# DBA TRI-COUNTY TRANSPORTATION

**By This Trade Services Agreement** ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Commodity Trucking Acquisition, LLC dba Tri-County Transportation ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

**1. SUMMARY DESCRIPTION OF SERVICES.** This Agreement is to provide backfill and resurfacing material sales, delivery and haul away

**2. PARTIES.**

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Commodity Trucking Acquisition, LLC dba Tri-County Transportation ("SERVICE PROVIDER"), a LLC of the State of California, located at 555 Sandy Circle, Oxnard, California 93036

**3. TERM OF AGREEMENT:** From (Date): January 8, 2025 To (Date): January 7, 2026

**3.1** Time is of the essence in this Agreement.

**3.2** The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

**3.3** Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

**3.4** All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

**4. AGREEMENT AMOUNT NOT TO EXCEED:** $1,000,000.

**5. AGREEMENT EXHIBITS**: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-I
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

**6. DESIGNATED REPRESENTATIVES.**

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

| CITY Designated Representative: | SERVICE PROVIDER Designated Representative: |
|---|---|
| Name: Chris Peyton | Name: Mike Marietta |
| Title: 251 South Hayes Ave. | Title: Purchasing Officer |
| Phone: 805-385-8111 | Phone: 805-432-2092 |
| Email: chris.peyton@oxnard.org | Email: mmarietta@dispatchtrans.com |
| Mailing Address (if differs from above): | Mailing Address (if differs from above): |

**7. CONTRACTUAL PREREQUISITES.**

**7.1.** This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

**7.2.** A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

**7.3.** All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

**7.4** SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

## 8. SERVICE PROVIDER'S SERVICES.

**8.1** SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

**8.2** The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

## 9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

**9.1** Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices.

## 10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

**10.1** Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **pwinvoices@oxnard.org**.

**10.2** Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

**10.3** SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

**10.4** SERVICE PROVIDER shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

## 11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

## 12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

## 13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

## 14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

## 15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of

this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

## 16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

## 17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

**17.1. Records and Inspections.** The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

**17.2. Deliverables.** SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

**17.3. Ownership – Generally.** All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this

Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

**17.4. Ownership of Documents.** Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

**17.5. Confidentiality.** Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

**17.6. Disclosure of Information.** SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

**17.7. No Warranty.** Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

## 18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE

PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

## 19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

## 20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

## 21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

## 22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

## 23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

**23.1** As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers,

employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

**23.2** The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve SERVICE PROVIDER from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if SERVICE PROVIDER asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

**23.3** The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

**23.4** SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and

representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

**24. INSURANCE.**

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

**25. LIVING WAGE REQUIREMENTS**.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

**26. PREVAILING WAGE REQUIREMENTS.**

**26.1. Application.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

**26.2. Compliance with California Department of Industrial Relations (DIR).** To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

**26.3. Contract Splitting.** It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

**26.4**. **Use of Prevailing Wages vs. Living Wages.** In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

## 27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

## 28. IRAN CONTRACTING ACT

[DELETE "IRA" IF AGREEMENT TOTAL IS LESS THAN $1 MILLION & Replace with term **[RESERVED]** ] IRAN Contracting Exhibit is in the Agreements Folder on the S Drive.

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F**.**

## 29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

## 30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

## 31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

## 32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents

requested by CITY. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

## 33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

## 34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

## 35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

## 36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

## 37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

## 38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

## 39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

## 40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

## 41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

## 42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached

and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

**43. ACKNOWLEDGEMENT.**

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

**[Signatures on next page]**

**In witness** whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

**CITY OF OXNARD**

☑John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY Date
Attorney (always required)

**COMMODITY TRUCKING ACQUISITION, LLC DBA TRI-COUNTY TRANSPORTATION**

Mike Marietta, Date
Purchasing Agent/Manager

Jeff Gillespie, Date
General Manager[3]

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

**EXHIBIT A**

**TRADE SERVICE AGREEMENT**
**(CITY of Oxnard and Commodity Trucking Acquisition, LLC**
**dba Tri-County Transportation)**

**SCOPE OF SERVICES**

---

CITY PROJECT MANAGER FOR THIS AGREEMENT: Joe Camacho / 805-385-8131 / joe.camacho@oxnard.org

Service Provider shall provide Haul Away Services and Backfill and Resurfacing Materials. Service Provider shall haul away concrete, asphalt, cold mix, and dirt. There may be occasions that the materials being hauled away could be separated or mixed together. Deliveries and hauling away of material will be at the City of Oxnard Water Division located at 251 S. Hayes Avenue, Oxnard, California 93030. Some emergencies may require on-site job delivery locations such as on roads and sidewalks within the City of Oxnard. Material orders will consist of 12-ton minimums. Service Provider must have access to Class A dump trucks capable of hauling 12 tons or more. Water Division staff will have machinery available to load the materials onto the dump truck.

**EXHIBIT B**
**TRADE SERVICE AGREEMENT**
**(CITY of Oxnard and Commodity Trucking Acquisition LLC dba Tri-County Transportation )**

**SCHEDULE OF COMPENSATION**

| Rates for Haul Away Services | | | | | |
|---|---|---|---|---|---|
| Item | Material Type | Unit Type | Price Per Unit (including Fuel Surcharge & Delivery Charge) | ***Other Fees** (MUST LIST BELOW) | Total |
| 1 | Clean Concrete (30” minus) | Per Hour | $145.00 | $Dump Fees | $145.00 |
| 2 | Reinforced Concrete (30" minus) | Per Hour | $145.00 | $ | $145.00 |
| 3 | Oversized Concrete | Per Hour | $145.00 | $ | $145.00 |
| 4 | Concrete with Wire | Per Hour | $145.00 | $ | $145.00 |
| 5 | Clean Asphalt | Per Hour | $145.00 | $ | $145.00 |
| 6 | Asphalt with Petromat | Per Hour | $145.00 | $ | $145.00 |
| 7 | Concrete & AC Mixed (Clean) | Per Hour | $145.00 | $ | $145.00 |
| 8 | Rocky/Sandy Dirt | Per Hour | $145.00 | $ | $145.00 |
| 9 | Silty Dirt | Per Hour | $145.00 | $ | $145.00 |
| 10 | Clayey Dirt | Per Hour | $145.00 | $ | $145.00 |
| 11 | Dirt mixed with AC (asphalt concrete) or PCC (plain cement concrete) | Per Hour | $145.00 | $ | $145.00 |
| 12 | Dirt Rock AC (asphalt concrete) and PCC (plain cement concrete) | Per Hour | $145.00 | $ | $145.00 |
| 13 | Dirt Mixed with Brick | Per Hour | $145.00 | $Dump Fees | $145.00 |
| ***List Other Fees:** | | | | | |
| Dump fees are unknown, dump fees will vary depending on the type of material hauled. | | | | | |

| Rates for Backfill & Resurfacing Materials | | | | | | |
|---|---|---|---|---|---|---|
| Item | Description | Unit Type | Price per Ton | Delivery Charge | ***Other Fees** (MUST LIST BELOW) | Total |
| 1 | Asphalt Cold Mix | Per Ton | $162.50 | $13.80 | $0.00 | $176.30 |
| 2 | Blended Fill Sand (SRM100 or equal) | Per Ton | $17.75 | $14.62 | $0.00 | $32.37 |
| 3 | Concrete Mix 50/50 | Per Ton | $29.50 | $14.62 | $0.00 | $44.12 |
| 4 | Certified Class II Base | Per Ton | $20.00 | $12.60 | $0.00 | $32.60 |
| 5 | ¾” Rock | Per Ton | $36.00 | $14.62 | $0.00 | $50.62 |
| 6 | 1” Rock | Per Ton | $36.00 | $14.62 | $0.00 | $50.62 |
| | ***List Other Fees:** | | | | | |

# EXHIBIT C

## TRADE SERVICES AGREEMENT
## (CITY of Oxnard and Commodity Trucking Acquisition, LLC dba Tri-County Transportation)

## INSURANCE REQUIREMENTS

---

**Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.**

Exhibit INS-I

### INSURANCE REQUIREMENTS FOR VENDORS (WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

a. Commercial General Liability Insurance, including Contractual Liability, 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 CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. 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 Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Vendor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Vendor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-I or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11/24

**INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS**

***Certificates of Insurance***

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

***Endorsement Forms***

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-I.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $1,000,000<br>PRODUCTS COMP/OP AGG. $1,000,000<br>PERSONAL & ADV. INJURY $1,000,000<br>EACH OCCURRENCE $1,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION**<br>AND<br>EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER** | | | | |

SAMPL

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

**CITY OF OXNARD % Evident ID, Inc.**
**8520 Allison Pointe Blvd. Ste 223**
**PMB 5210**
**Indianapolis, Indiana 462500-4299 US**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

# GENERAL LIABILITY SPECIAL ENDORSEMENT
## FOR THE CITY OF OXNARD (the "City")

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

## OTHER PROVISIONS

| COVERAGES | LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE | AGGREGATE |
|---|---|---|
| ☐ GENERAL | | |
| ☐ PRODUCTS/COMPLETED OPERATIONS | | |
| ☐ PERSONAL & ADVERTISING INJURY | | |
| ☐ FIRE DAMAGE | | |
| ☐ _____ | | |
| ☐ _____ | | |

Underwriter=s representative for claims pursuant to this insurance.

**CLAIMS:**
Name: _____
Address: _____
_____
Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED**. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST**. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE**. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES**. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

## ENDORSEMENT HOLDER

**CITY OF OXNARD % Evident ID, Inc.**
**8520 Allison Pointe Blvd. Ste 223**
**PMB 5210**
**Indianapolis, Indiana 462500-4299 US**

## AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
*(original signature required)*

Telephone: ( ) Date Signed _____

# AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
## FOR THE CITY OF OXNARD (the "City")

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

## OTHER PROVISIONS

## LIMIT OF LIABILITY

**$ _____ per accident, for bodily injury and property damage.**

**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES. Any** failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

## ENDORSEMENT HOLDER

**CITY OF OXNARD % Evident ID, Inc.**
**8520 Allison Pointe Blvd. Ste 223**
**PMB 5210**
**Indianapolis, Indiana 462500-4299 US**

## AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

*(original signature required)*

Telephone: ( ) Date Signed _____

# EXHIBIT D

## TRADE SERVICES AGREEMENT
## (CITY of Oxnard and Commodity Trucking Acquisition LLC Dba Tri-County Transportation)

## LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $19.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS**
**EFFECTIVE JULY 1, 2024**

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

## EXHIBIT E

## TRADE SERVICES AGREEMENT
## (CITY of Oxnard and Commodity Trucking Acquisition LLC dba Tri-County Transport )

## PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors

shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages,

compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

# EXHIBIT F

## TRADE SERVICES AGREEMENT
## (CITY of Oxnard and Commodity Trucking Acquisition LLC dba Tri-County Transport )

## IRAN CONTRACTING ACT CERTIFICATION

**IRAN CONTRACTING ACT CERTIFICATION**
**(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)**
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

**OPTION No.1 – CERTIFICATION**
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

_____ _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

**OPTION No.2 – EXEMPTION**
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

_____ _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

# Agreement 32500292 with Commodity Trucking Acquisition LLC dba Tri-County Transportation for Backfill and Resurfacing Material Sales, Delivery and Haul Away Services

Public Works & Transportation Committee
December 10, 2024

Tim Beaman, P.E.
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

# RECOMMENDATION



The Public Works and Transportation Committee recommends that the City Council approve and authorize the Mayor to execute an Agreement with Commodity Trucking Acquisition LLC dba Tri-County Transportation for an initial term of one year from January 8, 2025, through January 7, 2026, with the option to extend for four consecutive one-year periods ending January 7, 2030, for a total contract amount not to exceed $1,000,000 for backfill and resurfacing material sales, delivery and haul away services.

# BACKGROUND

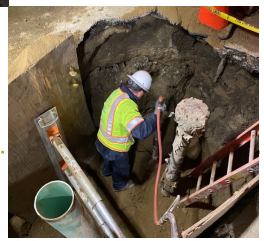


- Oxnard's Water Division delivers 20 million gallons per day of safe and reliable water through the 500 miles of transmission and distribution pipelines
- Transmission and distribution pipelines periodically require infrastructure repairs to fix water main breaks, service leaks and maintenance services
- Backfill, resurfacing materials and haul-away services are critical in restoring the road surfaces back to its original state after water infrastructure repairs
- Materials include rock, blended fill sand, class II base, and asphalt cold patch











# DISCUSSION



- Request for Bid PW 24-108 was published on September 20, 2024 for Backfill and Resurfacing Material Sales, Delivery and Haul Away Services

- Several potential vendors were directly notified of the RFB

- Commodity Trucking Acquisition LLC dba Tri-County Transportation was the only submission received



# FINANCIAL IMPACT



- The total cost of Agreement 32500292 with Tri-County Transportation shall not exceed $1,000,000 through FY 2029-30

- The estimated spending for this year is $100,000 and is included in the Fiscal Year 2024-25 Adopted Budget from the Water Operating Fund

- Subsequent fiscal year allocations will be requested during the annual budget process

CITY OF OXNARD CALIFORNIA

# End of Presentation