

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 Library, 251 South "A" Street and the City Clerk's Office, 305 West Third Street during customary business hours. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
***OXNARD FINANCING AUTHORITY**
***OXNARD HOUSING AUTHORITY**
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
December 11, 2012
7:00 P.M.

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Housing Authority and the Oxnard Financing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, a person may address the legislative body only on matters appearing on the closed session agenda. The presiding officer shall limit public comments to three minutes.

C. CLOSED SESSION

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. **SUBJECT**: "A Special Visitor from the North Pole"
2. **SUBJECT**: Commendation of the City Council of the City of Oxnard Commending Gerald R. Dawley for Over 17 Years of Service to the City of Oxnard.
3. **SUBJECT**: Presentation of a Resolution to Melissa Mendez for Over 32 Years of Service to the City of Oxnard. (001)
RECOMMENDATION: Adopt Resolution.
4. **SUBJECT**: Employee of the Fourth Quarter 2012.

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.

City of Oxnard internet address: www.ci.oxnard.ca.us.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (30 Minutes)

At this time, the legislative body will consider public comments for a maximum of thirty minutes. 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. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take any 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. The presiding officer shall limit public comments to three minutes.

G. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

At this time, a person may address the legislative body only on matters appearing on the information/consent agenda. The presiding officer shall limit public comments to three minutes.

I. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Second Amendment to Agreement for Special Counsel on Water Issues. (003)
RECOMMENDATION: Approve and authorize the Mayor to execute a Second Amendment to the Agreement with Brownstein Hyatt Farber Schreck, LLP (“Brownstein”) (5373-11-CA) for services relating to water issues for a period of nine months and an increase of \$150,000 for a total contract amount not to exceed \$390,000.
- Legislative Body: CC Contact: Alan Holmberg Phone: 385-7483

City Manager Department

2. SUBJECT: Agreements for City Council Review. (007)
 RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.
Legislative Body: CC Contact: Karen Burnham Phone: 385-7430
3. SUBJECT: City Easement to Southern California Edison for Underground Utility District No. 18, Future Sports Park, 100 E. Gonzales Road. (013)
 RECOMMENDATION: Approve and authorize the Mayor to execute a Grant of Easement to Southern California Edison (“Edison”) for the Underground Utility District No. 18 along Oxnard Boulevard so that Edison may adhere to City Resolution No. 13,960.
Legislative Body: CC Contact: Ralph Alamillo Phone: 385-8341

Public Works Department

8. SUBJECT: Metropolitan Water District of Southern California Member Agency Funded Water Conservation Programs. (055)
 RECOMMENDATION: 1) Adopt a resolution authorizing the City Manager or his designee to execute agreements, amendments and documents necessary to secure reimbursements from Metropolitan Water District of Southern California for the following two water conservation programs: (a) High Efficiency Toilet Exchange Program for commercial water customers; and (b) High Efficiency Sprinkler Nozzle Distribution program for both residential and commercial water customers; and 2) Approve a Special Budget Appropriation in the amount of \$228,000 consisting of \$136,000 reimbursable funds and \$92,000 from Water Fund Balance.
Legislative Body: CC Contact: Anthony Emmert Phone: 207-1669
9. SUBJECT: Project Specification PW12-14 East Ventura Boulevard Improvement Project. (061)
 RECOMMENDATION: Approve Project Specification No. PW12-14 for the design and construction of sidewalk, curb, gutter, drainage, landscaping and the reconstruction of the street along East Ventura Boulevard from Nyeland Avenue to Almond Drive and authorize staff to solicit bids.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358
10. SUBJECT: Sixth Amendment to Agreement with Black & Veatch Corporation for Utilities Rate Studies. (063)
 RECOMMENDATION: Approve and authorize the Mayor to execute the Sixth Amendment to the Agreement with Black & Veatch Corporation (4218-07-PW) for the Utilities Rate Studies to increase the amount from \$348,925 by \$22,540 for a total of \$371,465 and extend the expiration date to June 30, 2013.
Legislative Body: CC Contact: Anthony Emmert Phone: 207-1669

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS – 7:15 P.M.

Development Services Department

1. SUBJECT: Redevelopment of the Food 4 Less Gateway Plaza - Planning and Zoning Permit Nos. 12-540-1(PD), 12-500-1 (SUP), 12-510-1 (SUP for Alcohol), and 12-300-1 (TPM); Located at the Southwest Corner of Vineyard Avenue and West Esplanade Drive. Filed by The Kroger Company, Greg Peters, 1100 West Artesia Blvd, Compton, CA 90220. (071) RECOMMENDATION 1) Adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 12-540-1 (Planned Development Permit), subject to the conditions set forth in Planning Commission Resolution No. 2012-29; 2) Adopt a resolution

upholding the Planning Commission's approval of Planning and Zoning Permit No. 12-500-1 (Special Use Permit), subject to the conditions set forth in Planning Commission Resolution No. 2012-30; 3) Adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 12-510-1 (Alcohol - Special Use Permit), subject to the conditions set forth in Planning Commission Resolution No. 2012-31; and 4) Adopt a resolution approving Tentative Parcel Map (Planning and Zoning Permit No. 12-300-1), subject to the conditions set forth in Planning Commission Resolution No. 2012-32.

Phone: 385-7882

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

N. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS

1. **SUBJECT:** Appointments of Councilmembers to Various Boards, Commissions, and Committees. (205)
- RECOMMENDATION:** 1) That the Mayor, with the approval of the City Council, appoint members and alternates from the City Council to the: a) Association of Water Agencies for Ventura County (one primary and alternate); b) Beach Erosion Authority for Control of Operation & Nourishment (one primary and alternate); c) Big Independent Cities Excess Pool Joint Powers Authority (one primary and alternate); d) Channel Islands Harbor Task Force (two primary); e) Economic Development Collaborative –Ventura County (one primary); f) Economic Development Corporation (one primary and alternate); g) Gold Coast Transit (one primary and alternate); h) InterCity Transit (sub-committee of VCTC Vista) (one primary); i) Las Cortes Housing Development Corporation (two primary); j) Oxnard Convention & Visitors Bureau (one primary and alternate); k) Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers Authority (two primary and alternate); l) Performing Arts and Convention Center Corporation (one primary and alternate); m) Point Mugu Regional Airport Authority (one primary and alternate); o) Regional Defense Partnership for the 21st Century (one primary and alternate); p) Successor Agency Oversight Board (one primary); q) Southern California Association of Governments (one primary and alternate); r) Ventura County Air Pollution Control District Board (one primary); s) Ventura County Animal Regulation Commission (one primary and alternate); t) Ventura County Regional Energy Alliance (one primary and alternate); u) Ventura County Regional Energy Alliance (one primary and alternate); w) Ventura County Local Agency Formation Commission (one primary); x) City Wide Enhancement Program (two primary); y) Downtown Improvement Task Force (two primary); z) Fiscal Policy Task Force (two primary); aa) Graffiti Task Force (two primary); bb) Transportation Policy Committee (two primary); cc) Utilities Task Force (two primary); and dd) Cultural Arts Committee (two primary); 2) That the City Council, as a whole, appoint two Councilmembers to the Oxnard Airport Authority and one Councilmember as an alternate; and 3) That the City Council, as a whole, dissolve the following committee for several reasons including completion of objectives and not meeting Census 2010.

Phone: 385-7803

O. REPORTS

Public Works Department

1. **SUBJECT:** Change Order Numbers 112 through 142 to Agreement with McCarthy Building Companies Inc. for the Advanced Water Purification Facility (AWPF). (209)
RECOMMENDATION: Approve and authorize the City Manager to execute Change Order Numbers 112 through 142 to Agreement with McCarthy Building Companies, Inc. (A-7259) for the cumulative amount of \$694,524 for a total amount of \$56,648,267 and to extend the expiration date for Milestone 3 to December 31, 2012 and Milestone 4 to May 31, 2013.
Legislative Body: CC **Contact:** Anthony Emmert **Phone:** 340-5358

P. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

At this time, a person may address the legislative body only on matters appearing on the study session agenda. The presiding officer shall permit a person to address the legislative body after the staff presentation on the item and before the consideration of the item by the legislative body. The presiding officer shall limit public comments to three minutes.

T. ADJOURNMENT



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ADDENDUM TO AGENDA

OXNARD CITY COUNCIL

Regular Meeting

City Council Chambers, 305 West Third Street, Oxnard

December 11, 2012

7:00 P.M.

N. CITY COUNCIL BUSINESS

2. SUBJECT: Discussion of alternatives for filling the City Council vacancy created by the installation of Tim Flynn as Mayor.

RECOMMENDATION: Consider a verbal presentation concerning the alternatives for filling the City Council vacancy created by the installation of Tim Flynn as Mayor and direct the City Clerk and City Attorney to return to City Council with an agenda item offering choices among the alternatives and containing appropriate resolutions.

Legislative Body: CC

Contact: Alan Holmberg

Phone: 385-7427

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City of Oxnard internet address: www.ci.oxnard.ca.us.

CITY COUNCIL OF THE CITY OF OXNARD

E-3

RESOLUTION NO.

THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY RESOLVE TO
COMMEND MELISSA MENDEZ FOR THIRTY-TWO AND A HALF YEARS OF
EXEMPLARY SERVICE TO THE CITY OF OXNARD

WHEREAS, Melissa Mendez has provided thirty-two and one half years of outstanding service to the City of Oxnard; and

WHEREAS, Melissa Mendez began her career with the City of Oxnard as a Temporary Clerk Typist in May 1980; was hired as a permanent Clerk Typist in July 1980 and received significant promotions with increased responsibility, scope and challenges resulting in becoming a Housing Program Supervisor in 1993; and

WHEREAS, Melissa Mendez has exemplified leadership and sound judgment and has served as an excellent mentor and guiding light to all those she has worked with in the Housing Department; and

WHEREAS, Melissa Mendez earned the reputation for being an outstanding and supportive supervisor, as well as a tireless researcher for the truth, and a visionary manager, by creating or establishing the economic Self- Sufficiency Program, Tenant Screening system, Interagency Service Agreement and Family Self Sufficiency Program; and

WHEREAS, Melissa Mendez has been an outstanding contributor to the various wonderful causes in the City of Oxnard Housing Department and community, including the annual Thanksgiving Luncheon, the Black Sheep softball team, players' agent for the Oxnard Girls Softball League and Public Housing Yard Beautification Contest; and

WHEREAS, Melissa Mendez's great work ethic, focus and commitment to our community will be greatly missed by her co-workers and our residents.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves to commend, recognize and extend its gratitude to Melissa Mendez for her thirty-two and one half years of praiseworthy service to the City of Oxnard and offer best wishes and success in all future endeavors.

IN WITNESS THEREOF, we have hereunto set our hands and caused the Great Seal of the City of Oxnard to be affixed this 11th day of December, 2012.

Resolution No.
Page Two

PASSED AND ADOPTED this 11th day of December, 2012 by the following votes:

AYES:

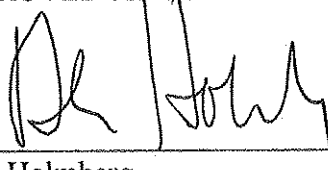
NOES:

Tim Flynn
Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez
City Clerk



Alan Holmberg
City Attorney

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

Prepared By: Alan Holmberg, City Attorney *AM* Agenda Item No. I-1

Reviewed By: City Manager *JPB* City Attorney *AM* Finance *J.C.* Other (Specify) _____

DATE: November 15, 2012

TO: City Council

FROM: Alan Holmberg, City Attorney *AM* *J.R.*
Rob Roshanian, Interim Public Works Director

SUBJECT: Second Amendment to Agreement for Special Counsel on Water Issues

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Second Amendment to the Agreement with Brownstein Hyatt Farber Schreck, LLP ("Brownstein") (Agreement No. 5373-11-CA) for services relating to water issues for a period of nine months and an increase of \$150,000 for a total contract amount not to exceed \$390,000.

DISCUSSION

The City Attorney's office, in conjunction with the Public Works Department, disseminated on November 5, 2010, a Request for Qualifications Based Proposals ("RFQP") to a number of law firms and published the availability of the RFQP through the City Attorneys' Department of the League of California Cities to hundreds of municipal attorneys throughout the State.

The City received 12 responses to the RFQP. The responses were evaluated by the City Attorney, Interim Public Works Director and Water Resources Manager ("Interviewers") for general qualifications, experience specific to the City's needs, rates and charges, locality of the firms and related factors. Four firms were interviewed, Price, Postel & Parma of Santa Barbara; Lemieux and O'Neil of Thousand Oaks; Meyers Nave of Los Angeles and Oakland; and Brownstein, of Santa Barbara.

To make a final determination, the Interviewers considered the factors described above, as well as the City's progress to date in the GREAT Program, 2030 General Plan, specific plans, and specific project negotiations and evaluations. The Interviewers also considered the manner in which special counsel would be used to liaison with the City's water purveyors and customers.

On March 22, 2011, the City Council approved a one-year contract with Brownstein for an amount not to exceed \$180,000. The total amount billed under the contract for the first one-year period was about \$60,000 less than the contract limit.

On March 6, 2012, the City Council approved an amendment to the contract extending the term until March 31, 2013, and increasing the not to exceed amount under the contract to \$240,000, a \$60,000 increase. Due to extensive work on negotiating a master agreement for recycled water delivery to potential agricultural water users, in addition to the other matters referenced above, the projected billings through the end of the current contract year (March 31, 2013) would exceed the current contract limit (\$240,000). The requested second amendment would increase the total contract not to exceed limit to \$390,000 and extend the contract time period to January 31, 2014.

The services include acting as the City's legal representative in connection with the GREAT program, negotiating and drafting agreements for the sale, delivery storage and injection of recycled water, assisting with environmental review, regulatory compliance efforts, attending meetings of the United Water Conservation District and the Fox Canyon Groundwater Management Agency on behalf of the City on a regular basis and other matters. The services include participation in development of local water management policy.

FINANCIAL IMPACT

The agreement will be funded from Water Operating Fund (Account no. 601-6010-842-8204). Sufficient funds are available.

Attachment #1 – Proposed Second Amendment to Agreement for Attorney Services

SECOND AMENDMENT TO ATTORNEY SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 11th day of December 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Brownstein Hyatt Farber Schreck, LLP ("Special Counsel"). This Second Amendment amends the Agreement entered into on April 1, 2011, by City and Special Counsel. The Agreement previously has been amended on April 1, 2012, by a First Amendment.

City and Special Counsel agree as follows:

1. In Section 8 of the Agreement the date "March 31, 2013" shall be deleted and replaced with the date "January 31, 2014."
2. In Section 10a. of the Agreement, the figure "\$240,000" is deleted and replaced with "\$390,000".
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

SPECIAL COUNSEL

Tim Flynn, Mayor

Robert J. Saperstein, Esq.

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Alan Holmberg, City Attorney

Karen R. Burnham, Interim City Manager

ATTACHMENT NO. 1
PAGE 2 OF 2



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

Prepared By: Karen R. Burnham, Interim City Manager

Agenda Item No. I-2Reviewed By: City Manager RPB City Attorney AH Finance AC Other (Specify) _____**DATE:** December 5, 2012**TO:** City Council**FROM:** Karen R. Burnham, Interim City Manager
City Manager's Office**SUBJECT:** Agreements for City Council Review**RECOMMENDATION**

That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager, to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

DISCUSSION

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to \$25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above \$25,000 and up to \$250,000.

FINANCIAL IMPACT

Funding information is included on the attached list.

Attachment - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

City Manager Contract List for 12/11/2012

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A Amendment	Development Services - Traffic Eng. & Operations	Overland, Pacific & Cutler, Inc.	Real Estate Acquisition and Advisory Services Rice/101 Interchange Project	\$0
	Cynthia Daniels	Agreement No. 4512-08-DS	The fifth amendment adds federal contract terms to comply with the federal-aid highway project. There is no change to contract amount. The Consultant was selected originally by RFP process. Due to the additional required language, a new contract is required.	
	385-7871	Amendment 5	Total Contract Amount: \$665,250	
			FundingSource: Federal-Aid Highway Funds	\$20,000
B Amendment	Development Services - Traffic Eng. & Operations	URS Energy & Construction Inc.	Professional Surveying Services - Rice/Santa Clara Ave. Interchange	
	Cynthia Daniels	Agreement No. A-7240	City requires surveying for annexation maps, map for dedication of Ventura Bl. and maps for excess property. Consultant is the original designer for the interchange and the engineer of record. Request for Proposal was issued and vendor was selected as the most responsive and qualified for the scope of project.	
	385-7871	Amendment 9	Total Contract Amount: \$1,788,633	
			FundingSource: Circulation System Fees	\$3,161
C Amendment	Development Services - Traffic Eng. & Operations	URS Energy & Construction, Inc.	Professional Services for Engineering Support Rice/Santa Clara Ave. Interchange at Highway 101.	
	Cynthia Dainels	Agreement No. A-7240	Extends termination date to 12/31/2012 and increases budget for landscape architect's support services. Consultant is the original designer for the interchange and the engineer of record. An RFP was issued and vendor was selected as the most responsive and qualified for the scope of the project.	
	385-7871	Amendment 8	Total Contract Amount: \$1,768,633	
			FundingSource: Circulation System Improvement Fees	\$26,431
D Change Order	Public Works Construction and Design Services - Eng. Design & Contract Admin.	Mladen Buntich Construction Company	Hueneme Road Recycled Water Pipeline Project	
	Lou Balderrama	Agreement No. A-7519	The Ventura County Railroad Company changed its casing thickness specifications. This change order addresses the material cost increase.	
	340-5358	Change Order 1	Total Contract Amount: \$5,722,339	
			FundingSource: Grants and Water Bonds	

ATTACHMENT #1
PAGE 1 OF 4

City Manager Contract List for 12/11/2012

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E Change Order	Public Works Construction and Design Services - Eng. Design & Contract Admin. Lou Balderrama	Mladen Buntich Construction Company Agreement No. A-7519	Hueneme Road Recycled Water Pipeline Project Costs associated with a required design change to allow for proper traffic control crossing under the Oxnard Industrial Drain for the installation of the GREAT Program Recycled Water Backbone System on Hueneme Road. Total Contract Amount: \$5,951,912 FundingSource: Grants and Water Bonds	\$229,573
F Original Agreement	General Services - Parks and Facilities Development Ralph Alamillo	Harris Steel Fence Co., Inc. Agreement No. A-7543	Replace Fence Around Dog Park at College Park The current fencing is easily damaged by vandals and is in disrepair in many places. Maintenance/repair costs are less cost effective than the cost of a new, better grade of fence. The City received three quotes and the contract was awarded to the lowest bidder. This project is part of College Park Phase 1C and funding was previously approved by City Council on January 11, 2011. Total Contract Amount: \$61,775 FundingSource: Measure "O" Funds	\$61,775
G Original Agreement	Public Works Utilities Services - Water Production Anthony Emmert	U.S. Bureau of Reclamation Agreement No. 6043-12-PW	Contributed Funds Agreement To fund the United States Bureau of Reclamation (USBOF) staff time for ongoing grant management activities for the period of December 1, 2012 through September 30, 2013. These costs were previous funded by the American Recovery and Reinvestment Act (ARRA). ARRA funds are no longer available for the necessary USBOR staff time. Total Contract Amount: \$35,000 FundingSource: 2010 Water Bonds	\$35,000
H Original Agreement	Human Resources Michelle Tellez	Empathia Pacific Inc. Agreement No. 6012-12-HR	Employee Assistance Program Employee Assistance Program (EAP) which provides employees with access to a variety of work/life counseling and assistance resources. City issued an RFP and received 2 responses. This vendor met all of the requirements and their pricing was the lowest. Total Contract Amount: \$106,920 FundingSource: Workers Compensation	\$106,920

ATTACHMENT #1
PAGE 2 OF 4

City Manager Contract List for 12/11/2012

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
I Original Agreement	City Manager - Telecommunications Gayle Elkins 385-7551	Verizon Business Network Services/Verizon California Agreement No. 6053-12-CM	Verizon Centranet Contract Contract provides discounted rates for City phone lines used for data, modems, alarms, faxes and elevators. This latest contract provides \$13,000 savings per year. Total Contract Amount: \$120,000 FundingSource: 731 - Information Service	\$120,000
J Original Agreement	Library - Library Services Barbara J. Murray 385-7522	W.T. Cox Information Services Agreement No. 6041-12-LI	Library Periodicals for three Oxnard Public Libraries Vendor to provide periodicals subscriptions for three Oxnard Public Libraries for a contract term of three years. This contract is the result of a competitive bid process and the selected vendor was the lowest bidder. Total Contract Amount: \$36,000 FundingSource: 101 - General Fund	\$36,000
K Original Agreement	Fire - Fire Suppression & Other Emergency Services Bradley Windsor 385-7708	Oxnard Harbor District Agreement No. 5949-12-FI	Dive Team Training and Equipment Memorandum of Understanding (MOU) The Port District has awarded the Police and Fire Dive Team grant funds to be used for training and equipment for the team. An MOU is needed in order for the funds to be distributed. The grant does not require any matching funds from the City. Total Contract Amount: \$30,626 FundingSource: Port Security Grant	\$30,626
L Original Agreement	Recreation and Community Services - Recreation Services Sofia Balderrama 385-7995	Art Trek, Incorporated Agreement No. 5976-12-CS	After School Enrichment Classes - Act Out, Acting Classes and Monumental Projects To provide for enrichment classes as called for by the agreement. Examples of these classes include; the "Acting Out: Creating a Production Drama Class" and the coordination of monumental projects including large mural, tile walls, mosaic tile stepping stone projects as part of the Oxnard Scholars After School Program Enrichment Classes. Total Contract Amount: \$32,156 FundingSource: ASES After School Program	\$32,156

ATTACHMENT #1
PAGE 3 OF 4

City Manager Contract List for 12/11/2012

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
M	Purchase Order Public Works Administrative Services - Public Works Administration Anthony Emmert	California Water Technologies Purchase Order No. 4291	Chemical Supply & Delivery For supply and delivery of Ferric Chloride to the Wastewater Treatment Plant from August 31, 2012 to October 31, 2012 for a total amount of \$107,740.12. This covers the cost of required chemicals while the City was conducting a new bidding process for treatment chemicals. Total Contract Amount: \$107,740 FundingSource: 621 - Wastewater Treatment	\$107,740
N	Purchase Order Public Works/Environmental Resources Eric Okada	Wastequip Manufacturing Company Purchase Order No. 4283	For the Purchase of Commerical Metal Refuse Containers Purchase of 150 2-yard and 175 4-yard metal refuse containers for commercial refuse and recycling services for ongoing replacement of inoperable commercial containers for refuse and recycling services. Bids were requested and vendor was the lowest responsive bid received. Total Contract Amount: \$180,616 FundingSource: Solid Waste Enterprise Fund	\$180,616

ATTACHMENT #1
PAGE 4 OF 4

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

Prepared By: Ralph AlamilloAgenda Item No. I-3Reviewed By: City Manager [Signature]City Attorney [Signature]Finance [Signature]

Other (Specify) _____

DATE: November 27, 2012

TO: City Council

FROM: Michael Henderson, General Services Superintendent
City Manager Department [Signature]SUBJECT: City Easement to Southern California Edison for Underground Utility
District No. 18, Future Sports Park, 100 E. Gonzales Road**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a Grant of Easement to Southern California Edison ("Edison") for the Underground Utility District No. 18 along Oxnard Boulevard so that Edison may adhere to City Resolution No. 13,960.

DISCUSSION

In order to complete the undergrounding of Edison's existing overhead electrical facilities in accordance with the City of Oxnard Resolution No. 13,960 which formed the Underground Utility District No. 18 along Oxnard Boulevard for the new Sports Park to be located at 100 E. Gonzales Road, this easement must be signed and properly executed by the City. There will be minimal construction work on City property and after completion of the work, the property shall be restored to as near as possible to its previous condition. Construction on this property is currently planned to begin in June of 2013.

FINANCIAL IMPACT

There is no cost to the City for granting this easement.

MH/ra

- Attachment #1 – Grant of Easement
 #2 – Resolution No. 13,960
 #3 – Edison Drawing of Work Site

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

Real Properties
2131 Walnut Grove Avenue, 2nd Floor
Rosemead, CA 91770

Attn: Distribution/TRES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)		DISTRICT Ventura	WORK ORDER TD518924	IDENTITY	MAP SIZE
SCE Company		FIM 31-26A	APPROVED: Real Properties	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 215-0-010-100 215-0-020-100		SLS/SM	11/30/12

CITY OF OXNARD, a California municipal corporation (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Ventura, State of California, described as follows:

TWO STRIPS OF LAND LYING WITHIN A PORTION OF SUBDIVISION 23, OF THE RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, ACCORDING TO THE MAP FILED WITH THE ACTION ENTITLED THOMAS A. SCOTT, ET AL., PLAINTIFFS VS RAFAEL GONZALES, ET AL., DEFENDANTS, IN THE OFFICE OF THE COUNTY CLERK OF SAID VENTURA COUNTY, SAID PORTION MORE PARTICULARLY DESCRIBED IN PARCEL 1 OF THE DEED TO THE GRANTOR HEREIN, RECORDED APRIL 12, 2007 AS DOCUMENT NO. 20070412-0075597-0 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND WITHIN LOT G, TRACT NO. 5198-1, AS PER MAP RECORDED IN BOOK 141, PAGES 84 THROUGH 94 OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF SAID COUNTY RECORDER, THE WESTERLY LINES OF SAID STRIPS BEING DESCRIBED AS FOLLOWS:

STRIP #1 (5.00 FEET WIDE)

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT G; THENCE ALONG THE WESTERLY LINE OF SAID LOT G, SOUTH 00°02'50" WEST 70.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF THE LAND DESCRIBED IN PARCEL 1 OF SAID DOCUMENT NO. 20070412-0075597-0, NORTH 00°02'50" EAST 647.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 00°02'50" EAST 475.00 FEET.

STRIP #2 (14.00 FEET WIDE)

BEGINNING AT SAID POINT "A"; THENCE ALONG THE WESTERLY LINE OF THE LAND DESCRIBED IN PARCEL 1 OF SAID DOCUMENT NO. 20070412-0075597-0, NORTH 00°02'50" EAST 88.00 FEET.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

ATTACHMENT 1
PAGE 1 OF 3

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground, and all landscaping, irrigation, fencing, pavement, paths, drainage, lighting, and other existing features to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20__.

GRANTOR

CITY OF OXNARD, a California municipal corporation

Signature

Tim Flynn

Print Name

Mayor

Title

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY, a
corporation

Dino J. LaBanca,
Real Properties Department

Date _____

State of California)
)
County of _____)

On _____ before me, _____, notary public
(here insert name)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

State of California)
)
County of _____)

On _____ before me, _____, notary public
(here insert name)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 13,960

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
DECLARING THE FORMATION OF UNDERGROUND UTILITY
DISTRICT NO. 18 AND ORDERING REMOVAL AND
UNDERGROUNDING OF POLES, OVERHEAD WIRES AND
ASSOCIATED OVERHEAD STRUCTURES ADJOINING THE FUTURE
SITE OF SPORTS PARK

WHEREAS, on April 19, 2011, the City Council conducted a public hearing to ascertain whether the public necessity, health, safety or welfare requires formation of an underground utility district for the removal of poles, overhead wires and associated overhead structures and equipment for supplying electric, communications, community antenna television, and similar associated services within the territory described in Exhibit A, and depicted in Exhibit B, which Exhibits are attached hereto and made a part hereof; and

WHEREAS, the City Clerk notified all affected property owners as shown on the last equalized assessment roll and utilities concerned by mail of the time and place of such hearing at least ten days prior to the date thereof; and

WHEREAS, prior to holding such public hearing, the city engineer consulted with all affected utilities and submitted a report at such hearing identifying the extent of such utilities' participation and estimates of the total costs to the city and affected property owners, and estimating the time required to complete the underground installation and removal of overhead facilities; and

WHEREAS, this project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15302 of the State CEQA Guidelines (Class 2: replacement or reconstruction of existing facilities); and

NOW, THEREFORE, the City Council of the City of Oxnard resolves, finds and determines as follows:

1. The public necessity, health, safety or welfare require formation of an underground utility district for the removal of poles, overhead wires and associated overhead structures within the territory described in Exhibit A, and depicted in Exhibit B.

2. The undergrounding of utilities within the territory described in Exhibit A, and depicted in Exhibit B, is in the general public interest for the following reason:

The right-of-way adjoins or passes through a public recreation area.

3. The territory described in Exhibit A, and depicted in Exhibit B, is hereby declared to be Underground Utility District No. 18.

4. The city council hereby orders the removal of all existing overhead poles, wires, and associated overhead facilities within Underground Utility District No. 18 for supplying electric, communications or associated service within said District. Such undergrounding installation and said removal of overhead facilities shall be accomplished, and affected property

ATTACHMENT NO. 2

PAGE 1 OF 4

owners shall have underground service available, no later than December 31, 2014.

5. Within ten days from the date hereof, the City Clerk shall notify all affected utilities and all persons owning real property within Underground Utility District No. 18 of the adoption of this resolution and that, except as provided in Section 6 of this resolution, if the affected property owners or any person occupying such property desire to continue to receive electric, communication, or similar or associated service, they or such occupant shall provide all necessary facility changes on their premises so as to receive such service from the lines of the supplying utility or utilities at a new location, subject to the applicable rules, regulations, and tariffs of the respective utility or utilities on file with the Public Utilities Commission. Such notice shall be made by mailing a copy of this resolution and of Article II of Chapter 21 of the City Code to affected property owners as such are shown on the last equalized assessment roll and to the affected utilities.

6. Pursuant to Southern California Edison's Rule 20 Tariff, Rule 20A funds will be used for the installation of no more than 100 feet of each customer's underground electric service lateral on private property, as well as the conversion of affected property owners meter panels from overhead to underground service. The cost of such meter conversions using Rule 20A funds shall be limited to existing meters, and shall not include permit fees and any upgrades requested by affected property owners.

7. Property owners shall grant each utility the necessary easements or land rights when it is necessary by the utilities to place their facilities on private property to complete the occasioned undergrounding.

8. Southern California Edison and all other affected utilities are hereby authorized to discontinue overhead service Underground Utility District No. 18, subject to the provision of underground service as specified in this resolution.

APPROVED AND ADOPTED this 19 day of April, 2011, by the following vote:

AYES: Councilmembers Holden, Pinkard, MacDonald, Flynn and Ramirez.

NOES: None.

ABSENT: None.


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

ATTACHMENT NO. 2

PAGE 2 OF 4

EXHIBIT A

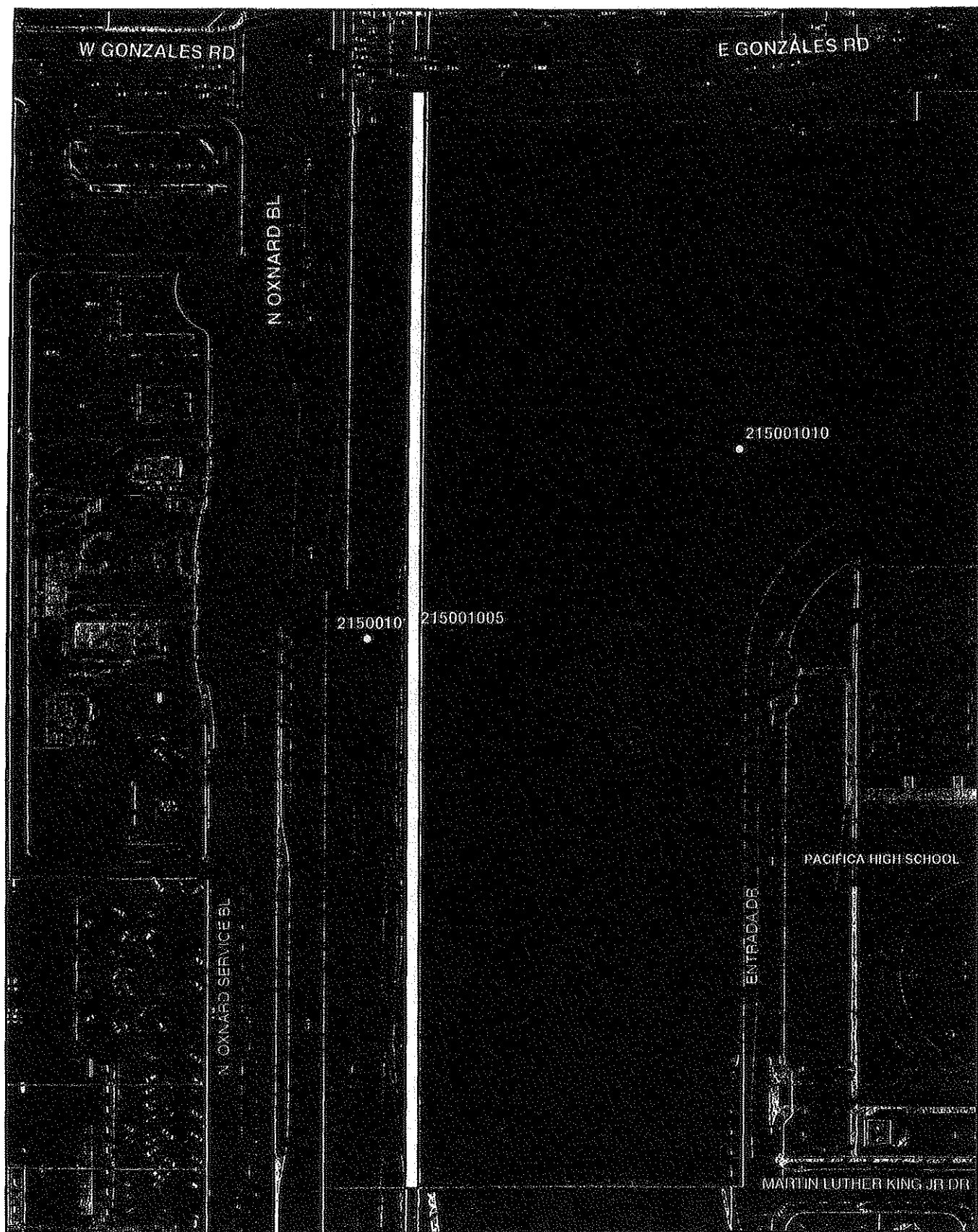
Part of Subdivision twenty-three (23), as the same is designated and delineated upon that certain map entitled "Map of Rancho el Rio de Santa Clara o' la Colonia, partitioned by order Dist. Court 1st. Jud. Dist. California", and filed in the office of the County Clerk of Ventura County in that certain action entitled "Thomas A. Scott, et al., Plffs., vs. Rafael Gonsales, et al., Defts.", brought for the purpose of partitioning said Rancho El Rio de Santa Clara o' La Colonia, said real property described as:

A strip or parcel of land 15.00 feet wide and 1,304.00 feet long, lying adjoining and immediately East of the East line of that certain piece or parcel of land, 100.00 feet wide, as conveyed by Katharine Hartman to Southern Pacific Railroad Company by deed dated December 1, 1897, and recorded in the office of the County Recorder of Ventura County in book 54 of Deeds, at page 636 et seq.; the center line of said strip or parcel of land 15.00 feet wide particularly described as follows:

Beginning at a point in the North line of that certain parcel of land as conveyed by Mary Kaufman to Caroline Pfeiler by deed dated January 8, 1896, and recorded in the office of the County Recorder of Ventura County in book 44 of Deeds, at page 278 et seq., from which point a 6" x 6" redwood post marked "P", set in the East line of the "Saviers Road", bears West 107.50 feet distant, said point of beginning being East 57.50 feet, at right angles, from the center line of the track of the Southern Pacific Railroad, at engineer's survey station 186+27.90 of said railroad; a rock marked "S.177", set at the South-west corner of said Subdivision 23, bears South 7.92 chains from the above-described 6" x 6" post marked "P"; thence from said point of beginning,

North, parallel with and at a uniform distance of 57.50 feet East, at right angles, from the center line of the track of the Southern Pacific Railroad, a distance of 1,304.00 feet, more or less, to the point of intersection of said center line with the South line of the Easterly extension of the "Gonzales Road", from which point of intersection the point of intersection of the "Saviers Road" and the South line of the Easterly extension of said "Gonzales Road" bears West 107.50 feet distant, and engineer's survey station 173+23.90 of said Southern Pacific Railroad bears West 57.50 feet distant; and embracing all the land included between two lines drawn parallel with, on either side of, and at a uniform distance of 7.50 feet from said center line (and the prolongation thereof), and containing an area of 0.443 of an acre.

ATTACHMENT 2
EXHIBIT A
PAGE 3 OF 4



ATTACHMENT 2
EXHIBIT B
PAGE 4 OF 4

215-01

Tax Rate Area
03292
03293

RANCHO EL RIO DE SANTA CLARA O'LA COLONIA
PORTION SUBDIVISION 23

Bk. 142

GONZALES

OXNARD (STATE HIGHWAY 1) 120' BOULEVARD

Bk. 200

23

5148-3

TRACT

GO
1992

DR. 2/21/25

CITY OF OXNARD
Ventura County Assessor's Map.

Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
Assessor's Mineral Numbers Shown in Squares.

DRAWN	REVISED	10-21-2004
REDRAWN	S.I. CREATED	1-21-2000
INKED	PLOTTED/EFFECTIVE	00-01 ROLL
PREVIOUS BK218, Portion Pg.01		
Compiled By Ventura County Assessor's Office		

NOTE: ASSESSOR PARCELS SHOWN ON THIS PAGE
DO NOT NECESSARILY CONSTITUTE LEGAL LOTS.
CHECK WITH COUNTY SURVEYOR'S OFFICE OR
PLANNING DIVISION TO VERIFY.

Partition Map Scott vs. Gonzales, Dds. Bk.6, Pg.161
Rancho El Rio De Santa Clara O'La Colonia, M.R. Bk.1A, Pg.9

20

3

Fu

TRAC

89-2

}

Assessor: _____
Assessor: _____

Members	Sho	Sho
Members	Sho	Sho

1

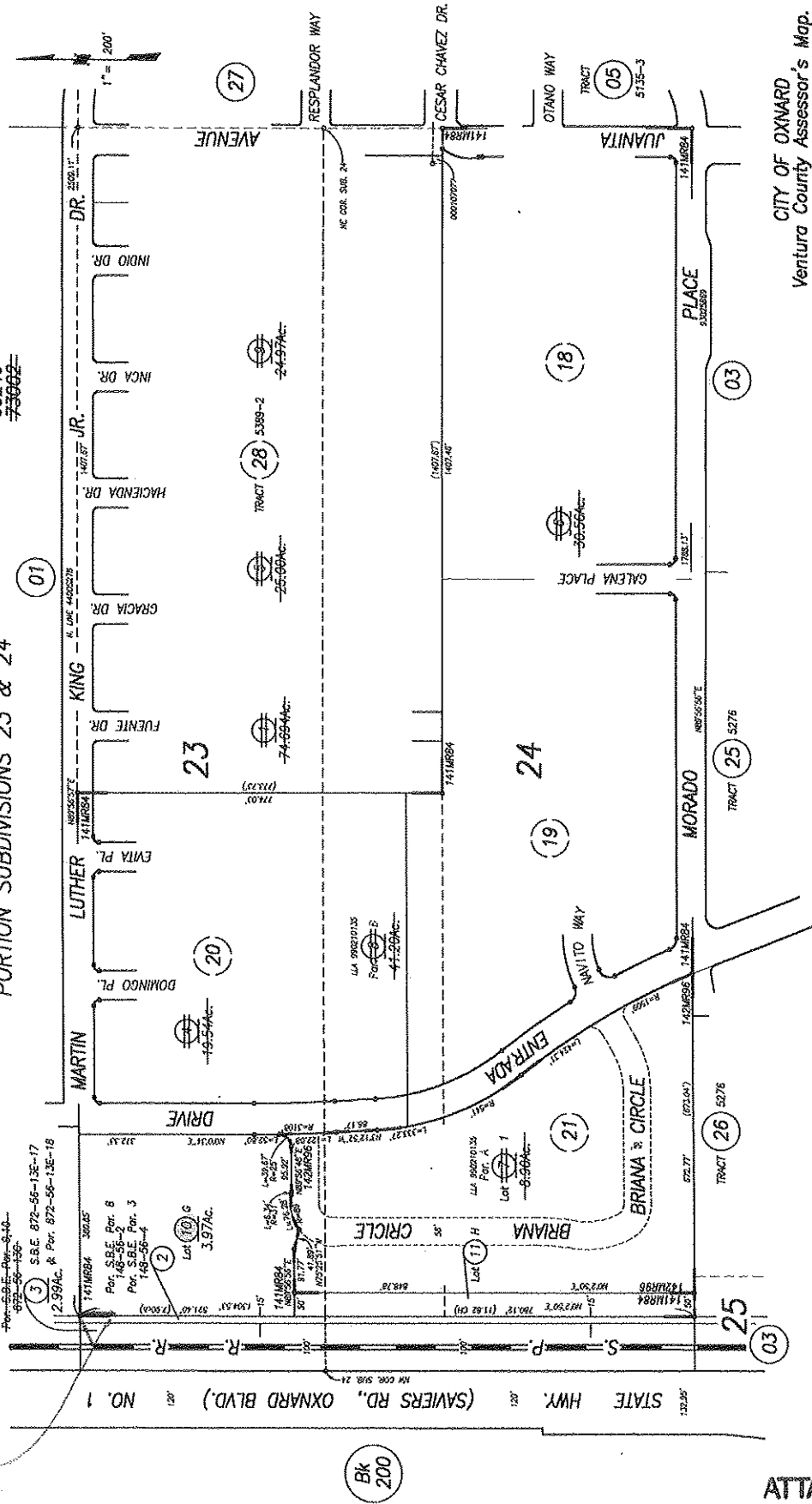
215-02

Tax Rate Area
03249
~~73002~~

RANCHO EL RIO DE SANTA CLARA O'LA COLONIA
PORTION SUBDIVISIONS 23 & 24

CITY OF OXNARD
Ventura County Assessor's Map.

Tract 5198-2, M.R. Bk.142, Pg.96
 Portion Tract 5198-1, M.R. Bk.141, Pg.84
 Partition Map Scott vs. Gonzales, D.D.S. Bk.6, Pg.161
 Rancho El Rio De Santa Clara O'La Colonia, M.R. Bk.1A, Pg.9

[illegible]



Meeting Date: 12 / 11 / 12

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

Prepared By: Martin R. Erickson *MRE* Agenda Item No. I-4Reviewed By: City Manager *JPB* City Attorney *WJ* Finance *JC* Other _____

DATE: November 30, 2012

TO: City Council

FROM: Martin R. Erickson
Special Assistant to the City Manager
City Manager's Office *Martin Erickson*SUBJECT: **Transportation Development Act (TDA) Local Transportation Fund (LTF)
Allocations for FY 2012/13****RECOMMENDATION**

That City Council:

1. Adopt a resolution approving the submittal of a claim with the Ventura County Transportation Commission (VCTC) for allocation of TDA funds as follows:
 - Gold Coast Transit (GCT) to receive \$5,362,432 of the City's Article 4 LTF allocation for FY 2012/13 to support and develop the public transportation system in Ventura County.
 - The City's transit services program to receive \$500,000 of Article 8c LTF funding for its operations and \$534,204 for its capital program.
 - Ventura Intercity Transit Authority (VISTA) to receive \$92,864 of the City's Article 4 LTF allocation for FY 2012/13.
2. Authorize the City Manager to make the necessary budget allocations consistent with the resolution.

DISCUSSION

The State Legislature adopted the Transportation Development Act in 1972, creating a Local Transportation Fund (LTF) in each county for transportation purposes. The primary purpose of TDA is for transit services, and the City of Oxnard will be dedicating all its TDA revenues for FY 2012/13 on transit. Nearly all the City's TDA revenue is allocated to Gold Coast Transit (GCT), a joint powers agency comprised of the cities of Oxnard, Ventura, Port Hueneme and Ojai, and also the County of Ventura which provides both fixed route and paratransit service to Oxnard residents. The City Council approved the GCT budget in May, 2012. A smaller portion of TDA funds go toward the Ventura Intercity Service Transit Authority (VISTA), a regional bus service operated through the Ventura County Transportation Commission (VCTC), operation of the Oxnard Transportation Center, the County's only multi-modal transportation center.

Revenues to the LTF are derived from the ¼ cent sales tax collected statewide and distributed to each county according to the tax collected in that county. LTF claims for administration, planning and programming, pedestrian and bicycle projects, passenger rail projects, and community transit activities are allocated prior to city and county apportionments. The City submits LTF allocation claims to the VCTC, Article 4 (transit) LTF allocations for GCT, VISTA, and Article 8c (transit) for the Transit Services Program.

LTF Apportionment

Oxnard's share of the County's Article 4 and Article 8 LTF for FY 2012/13 is \$6,489,500. This number is calculated by population, and Oxnard's population of 200,390 represents 24.06% of the County's population. Hopefully, as the economy improves, sales tax revenues will increase and more TDA funding will be available for transit services.

City Contribution to Transit (LTF Article 4 and Article 8c)

The City's contribution to GCT and VISTA is \$5,362,432 and \$92,864 respectively (LTF Article 4).

Attachment 2 is the resolution identifying funds to the GCT and VISTA public transit systems and transit funds for the City's Transit Services Program (LTF Article 8c).

FINANCIAL IMPACT

Approval of these recommendations will provide for the funding allocations to meet FY 2012/13 commitments.

Attachment #1 - Resolution approving submittal of claim with VCTC for GCT, VISTA, and LTF appropriation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SUBMITTAL OF A CLAIM WITH THE VENTURA COUNTY TRANSPORTATION COMMISSION FOR ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT FUNDS FOR FISCAL YEAR 2012/13

WHEREAS, the Transportation Development Act (TDA), as amended (Public Utilities Code section 99200 et seq.), provides for the allocation of funds from the Local Transportation Fund (LTF) and State Transit Assistance Fund for use by eligible claimants for various transportation purposes; and

WHEREAS, the FY 2012/13 apportionment of LTF funds to the City of Oxnard from the Local Transportation Funds of Ventura County is \$6,489,500; and

WHEREAS, the Ventura County Transportation Commission (VCTC) has the authority to review claims and allocate such funds in accordance with State statutes and regulations.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. Pursuant to Public Utilities Code Section 99400(c), to direct the City Manager or designee to submit a claim for LTF for FY 2012/13 to VCTC in the amount of \$500,000 to be used for the City's transit services program, and \$534,204 for the transit capital program.
2. To authorize VCTC to allocate \$5,362,432 to Gold Coast Transit (GCT) for the purpose of support and development of the public transportation system within Ventura County for the FY 2012/13 and to allocate \$92,864 of LTF to Ventura Intercity Transit Authority (VISTA) for the purpose of providing intercity transit service along the Highway 101 corridor for FY 2012/13; and
3. To find that there are no unmet public transportation needs in the City that may be reasonably satisfied through expansion of the public transportation system.

PASSED AND ADOPTED THIS 11th day of December, 2012 by the following vote:

AYES:

NOES:

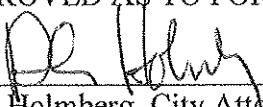
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

ATTACHMENT 1
PAGE 1 OF 1



Meeting Date: 12/11/12

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

Prepared By: Kymberly Horner, Interim Redevelopment Services Manager**KH**Agenda Item No. **I-5**Reviewed By: City Manager **[Signature]**City Attorney **[Signature]**Finance **[Signature]**

Other N/A

DATE: November 29, 2012**TO:** City Council
Community Development Commission Successor Agency**FROM:** Curtis P. Cannon
Community Development Director**[Signature: Curtis P. Cannon]****SUBJECT: Administrative Services Agreement for Advance Reimbursement of Administrative, Overhead and Other Expenses****RECOMMENDATION**

That the City Council approve and authorize the Mayor to sign the Administrative Services Agreement (A-7556) for Advance and Reimbursement of Administrative, Overhead and Other Expenses between the City of Oxnard ("City") and the Oxnard Community Development Commission Successor Agency ("Successor Agency").

That the Successor Agency, approve and authorize the Chairman to sign the Administrative Services Agreement for Advance and Reimbursement of Administrative, Overhead and Other Expenses between the City and Successor Agency.

DISCUSSION

As part of the FY 2012-13 State Budget package, on June 27, 2012, the Legislature passed and the Governor signed AB 1484. The primary purpose of this bill is to make technical substantive amendments to the Dissolution Act of ABx1 26, based on the experience to date at the State level in implementing ABx1 26. As a budget "trailer bill," AB 1484 took immediate effect upon signature by the Governor.

Section 34177 (h) of AB 1484 required the Successor Agency to wind down the business and fiscal affairs of the Redevelopment Agency expeditiously, while section 34171(d)(1)(f) of AB 1484 allows the Administrative Services Agreement to be considered as an "enforceable obligation" of the Successor Agency and permits the City's advancement to be paid back by the Successor Agency with the Redevelopment Property Tax Trust Fund ("RPTTF"). However, sections 34178(a) and 34180(h) of AB 1484 require the Successor Agency Oversight Board's approval of the agreement.

The Administrative Services Agreement requires the City to make available to the Successor Agency its staff, facilities, services and other resources including without limitation, consultants, legal counsel, office space, equipment, supplies and insurance necessary to wind down the Oxnard Community Development Commission Successor Agency expeditiously pursuant to section 34177 (h) of AB 1484. The City shall prepare and present to the Successor Agency an invoice for the advances that the City made to the Successor Agency as of the end of each six-month fiscal period, beginning with the fiscal period commencing on July 1, 2012 and ending on December 31, 2012. The Successor Agency shall pay the invoice in full from the available property tax funds. Any unpaid amounts of the invoice shall be carried over to each subsequent six-month fiscal period as an enforceable obligation owed to the City pursuant to the Administrative Services Agreement. This Administrative Services Agreement will provide flexibility to meet enforceable obligations of the Successor Agency as they become due.

FINANCIAL IMPACT

Approval of this action will alleviate impacts to the City's General Fund.

Attachment 1 – Administrative Services Agreement

ADMINISTRATIVE SERVICES AGREEMENT

(A-7556)

THIS ADMINISTRATIVE SERVICES AGREEMENT (this "**Agreement**") is entered into as of the 11th day of December, 2012, by and between the CITY OF OXNARD, a municipal corporation (the "**City**") and the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic (the "**Successor Agency**"), with reference to the following facts:

WHEREAS, the Oxnard Community Development Commission (the "**Commission**") was a redevelopment agency in the City of Oxnard, duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the "**CRL**"); and

WHEREAS, the Commission was responsible for the administration of redevelopment activities within the City; and

WHEREAS, pursuant to Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) signed by the California Governor on June 28, 2011 ("**AB 26**"), as modified by the California Supreme Court on December 29, 2011 pursuant to its decision in *California Redevelopment Association v. Matosantos*, which amended, among other statutes, the CRL, all California redevelopment agencies, including the Commission, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the Successor Agency is a legal entity that exists separate and independent from the City; and

WHEREAS, on February 1, 2012, any and all assets, properties, contracts, leases, books and records, buildings and equipment of the Commission were transferred by operation of law to the control of the Successor Agency, and all authority, rights, powers, duties and obligations previously vested in the Commission were vested in the Successor Agency, for administration pursuant to Part 1.85 of AB 26; and

WHEREAS, as part of the FY 2012-2013 State budget package, on June 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484, Chapter 26, Statutes 2012 ("**AB 1484**"). Although the primary purpose of AB 1484 is to make technical and substantive amendments to AB 26 based on issues that have arisen in the implementation of AB 26, AB 1484 imposes additional statutory provisions relating to the activities and obligations of successor agencies and to the wind down process of former redevelopment agencies; and

WHEREAS, the Successor Agency is required to undertake several actions pursuant to Part 1.85 of AB 26 as amended by AB 1484 including, without limitation, to expeditiously wind down the business and fiscal affairs of the Commission pursuant to California Health and Safety Code Section 34177(h) of AB 1484; and

WHEREAS, pursuant to California Health and Safety Code Sections 34178(a) and 34180(h) of AB 1484, the Successor Agency, with the prior approval of its oversight board (the **"Oversight Board"**), may enter into agreements with the City; and

WHEREAS, California Health and Safety Code Section 34171(d)(1)(F) of AB 1484 defines an "enforceable obligation" to include contracts or agreements necessary for the administration or operation of the Successor Agency. As of February 1, 2012, pursuant to AB 26 and AB 1484, property taxes are allocated from the Commission's redevelopment project areas (the **"Project Areas"**) to the County of Ventura and then to the Successor Agency for payment of enforceable obligations of the Commission and the Successor Agency; and

WHEREAS, in connection with the administration and operations of the Successor Agency and the performance of the Successor Agency's duties, responsibilities and obligations under AB 26 and AB 1484, the Successor Agency is and will be utilizing the staff, facilities and other resources of the City; and

WHEREAS, the City Manager of the City serves as the Executive Director of the Successor Agency, the Chief Financial Officer of the City serves as the Chief Financial Officer of the Successor Agency, the City Attorney of the City serves as the General Counsel of the Successor Agency, and the City Clerk of the City serves as the Secretary of the Successor Agency. Planning, finance, engineering, public works and other City departments devote and are expected to devote substantial time with respect to the administration and operations of the Successor Agency and assisting the Successor Agency to perform its duties, responsibilities and obligations under AB 26 and AB 1484. Such efforts include, without limitation, gathering information relating to the enforceable obligations of the Commission and the Successor Agency, conferring with public officials representing governmental agencies and departments in the implementation of AB 26 and AB 1484 and undertaking other activities in connection with winding down the affairs of the Commission; and

WHEREAS, by providing and making available to the Successor Agency the staff, facilities, services and other resources of the City including, without limitation, consultants, legal counsel, office space, equipment, supplies and insurance necessary to the administration and operations of the Successor Agency, the City has advanced and will continue to advance the cost of the foregoing to the Successor Agency; and

WHEREAS, the City and the Successor Agency desire to enter into this Agreement to acknowledge the foregoing recitals and to provide for an appropriate method of reimbursement by the Successor Agency to the City of such advances; and

WHEREAS, the obligations set forth in this Agreement will be contractual obligations that, if breached, will subject the Successor Agency to damages and other liabilities or remedies; and

WHEREAS, by approving and entering into this Agreement, the obligations of the Successor Agency under this Agreement shall constitute an indebtedness and enforceable

obligation of the Successor Agency, and the Successor Agency shall have approved the pledge of net available property tax revenues from the Project Areas to provide for reimbursement by the Successor Agency to the City of such advances.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. INTRODUCTORY PROVISIONS

The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement.

II. CITY'S OBLIGATIONS

1. The City shall make available to the Successor Agency its staff, facilities, services and other resources including, without limitation, consultants, legal counsel, office space, equipment, supplies and insurance necessary to the administration and operations of the Successor Agency. The Successor Agency shall have access to the foregoing staff, facilities, services and other resources of the City.

2. The value of the City staff, including all employee retirement and other benefits, facilities, services and other resources of the City including, without limitation, office space, equipment, supplies and insurance necessary to the administration and operations of the Successor Agency made, and to be made, available to the Successor Agency for each six-month fiscal period, beginning with the fiscal period commencing on July 1, 2012 and ending on December 31, 2012, determined in accordance with Section II(3) of this Agreement, shall constitute an advance to the Successor Agency by the City for each six-month fiscal period, to be repaid in accordance with Section III(2) of this Agreement.

3. Following the end of each six-month fiscal period, beginning with the fiscal period commencing on July 1, 2012 and ending on December 31, 2012, the City Manager or his/her designee shall prepare and present to the Successor Agency an invoice for (i) the value of City staff, including all employee retirement and other benefits, based on time records prepared by City staff, which shall describe the time devoted exclusively to matters directly related to the administration and operations of the Successor Agency; (ii) the value of consultants and legal counsel based on invoices for services devoted exclusively to matters directly related to the administration and operations of the Successor Agency; (iii) the fair rental value of office space and equipment made available to the Successor Agency and (iv) the value of supplies, insurance and other services and facilities provided by the City to the Successor Agency.

III. SUCCESSOR AGENCY'S OBLIGATIONS

1. The invoice received by the Successor Agency from the City pursuant to Section II(3) of this Agreement shall constitute an enforceable obligation of the Successor Agency due and payable from distributions of property tax received by the Successor Agency.

2. Within a reasonable time after the City submits an invoice to the Successor Agency following the end of each six-month fiscal period pursuant to Section II(3) of this Agreement, beginning with the fiscal period commencing on July 1, 2012 and ending on December 31, 2012, the Successor Agency shall pay to the City the amount of the invoice from available property tax funds received by the Successor Agency. In the event that insufficient property tax funds are available to the Successor Agency to pay the invoice in full, any unpaid amounts of the invoice shall be carried over to each subsequent six-month fiscal period as an enforceable obligation owed to the City pursuant to this Agreement until the invoice amount is paid in full.

3. The indebtedness of the Successor Agency under this Agreement shall be subordinate to the rights of the holder or holders of any existing bonds, notes or other instruments of indebtedness (all referred to herein as "**indebtedness**") of the former Commission incurred or issued to finance the Project Areas, including, without limitation, any pledge of tax increment revenues from the Project Areas to pay any portion of the principal (and otherwise comply with the obligations and covenants) of any bond or bonds issued or sold by the former Commission with respect to the Project Areas.

IV. LIABILITY AND INDEMNIFICATION

In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by California Government Code Section 895, the parties hereto, as between themselves, pursuant to the authorization contained in California Government Code Sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of California Government Code Section 895.2. To achieve the above-stated purpose, each party indemnifies, defends and holds harmless the other party for any liability, losses, cost or expenses that may be incurred by such other party solely by reason of California Government Code Section 895.2.

V. GENERAL PROVISIONS

1. The parties hereto agree to take all appropriate actions and to execute any documents which may reasonably be necessary or convenient in order to implement the intent and purposes of this Agreement.

2. Each party shall maintain books and records regarding its respective duties pursuant to this Agreement. Such books and records shall be available for inspection by the officers and agents of the other party at all reasonable times.

3. This Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

4. This Agreement will become effective upon the approval of the Oversight Board, subject to the review and approval of the California Department of Finance if timely requested under AB 1484.

5. This Agreement may be amended at any time, and from time to time, by an agreement executed by both parties to this Agreement and approved by the Oversight Board, subject to the review and approval of the California Department of Finance if timely requested under AB 1484.

6. This Agreement may be executed in duplicate originals, each of which is deemed to be an original. This Agreement consists of six pages, which constitute the entire understanding and agreement of the parties.

7. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the specific subject matter of this Agreement.

8. This Agreement is intended solely for the benefit of the Successor Agency and the City. Notwithstanding any reference in this Agreement to persons or entities other than the Successor Agency and the City, there shall be no third party beneficiaries under this Agreement.

9. All waivers of the provisions of this Agreement must be in writing and signed by the authorized representatives of the parties.

10. If any term, provisions, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, then the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

11. This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law. This Agreement shall survive any full or partial merger of the Successor Agency and the City and shall remain separate obligations of the Successor Agency and the City and be fully enforceable according to its terms.

[signatures on following page]

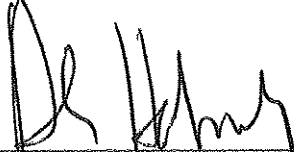
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY

CITY OF OXNARD, a municipal corporation

Tim Flynn, Mayor

APPROVED AS TO FORM:



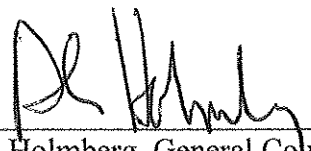
Alan Holmberg, City Attorney

SUCCESSOR AGENCY

OXNARD COMMUNITY DEVELOPMENT
COMMISSION SUCCESSOR AGENCY, a public
body, corporate and politic

Tim Flynn, Chairman

APPROVED AS TO FORM:



Alan Holmberg, General Counsel

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

Prepared By: Martin Meyer, Police Commander

Agenda Item No. I-6

Reviewed By: City Manager

City Attorney *DA*

Finance *JK*

Other (Specify) _____

DATE: November 29, 2012

TO: City Council

FROM: Jeri Williams, Chief of Police *JW*
Police Department

SUBJECT: First Amendment to Agreement for Security Services in the Central Business District Core Area and Oxnard Downtown Management District

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the First Amendment to the Agreement for Trade Services with Securitas Security Services USA, Inc. (Agreement No. A-7362) to extend the term one year to December 31, 2013, and reduce the not-to-exceed amount for the year to \$260,000 for a total agreement value of \$950,000.

DISCUSSION

Securitas Security Services USA, Inc. ("Securitas") has provided security services to Oxnard's Central Business District ("CBD") since 2005. The CBD is the area defined as an approximately thirty-five square block area in downtown Oxnard bounded by the north side of Wooley Road to the south, south of Second Street to the north, the alley west of "C" Street to the west and the east alley of Meta Street to the east. Securitas security services include foot and bike patrols, and its security officers also act as "ambassadors" to the business community and those persons patronizing CBD establishments. These security officers also assist police officers with Crime Free Business surveys and the Oxnard Downtown Management District with varied tasks including distributing information to businesses. Security officers use a guard tour system which ensures that security officers are making their regular rounds. The combination of private security and police employing a community oriented policing and problem-solving approach to crime and disorder has proven successful in the CBD.

This vendor was selected for the initial Agreement based upon its presence and breadth of experience in working with business improvement districts. A Request for Proposal was distributed in November 2010, seeking qualified and licensed private patrol operators to provide comprehensive private patrol, customer service, and security services in the CBD core area and Centennial Plaza. Twenty-five licensed private patrol operators attended a mandatory pre-proposal meeting, and eight operators submitted proposals. Four private patrol operators were subsequently interviewed, and Securitas was

selected to provide the required services under a two-year contract. The existing contract expires on December 31, 2012.

FINANCIAL IMPACT

The projected cost of the amended agreement is approximately \$260,000 for calendar year 2013. This agreement is funded by General Fund (101-2101-802-8487) and the Oxnard Downtown Management District reimbursement.

(MM)

Attachment #1 - First Amendment to Agreement for Trade Services with Securitas Security Services USA, Inc.

**FIRST AMENDMENT TO AGREEMENT
FOR TRADE SERVICES**

This First Amendment ("First Amendment"), to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 31st day of December, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Securitas Security Services USA, Inc. ("Vendor"). This First Amendment amends Agreement entered into on January 1, 2011, by City and Vendor.

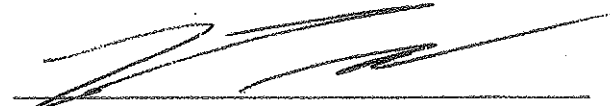
City and Vendor agree as follows:

1. As of January 1, 2013, in Sections 1 and 2 of the Agreement, "Exhibit A1" attached hereto and incorporated herein by reference, is substituted for "Exhibit A".
2. In section 3 of the Agreement, the date "December 31, 2012" is deleted and replaced with the date "December 31, 2013."
3. Section 4 of the Agreement is amended to read: "For the period from January 1, 2011 to December 31, 2012, City shall pay Vendor no more than \$345,000 annually for services provided based on the fees specified in Exhibit B. For the period from January 1, 2012 to December 31, 2013, City shall pay Vendor an amount not to exceed \$260,000 for services provided based on the fees specified in Exhibit B1." Exhibit B1 is attached hereto and incorporated herein by reference.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

VENDOR

Tim Flynn, Mayor



Martin Scherer, Branch Manager
Securitas Security Services USA, Inc.

ATTACHMENT NO. 1
PAGE 1 OF 13

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Jeri Williams

For Jeri Williams, Chief of Police

APPROVED AS TO CONTENT:

Martin Meyer

Martin Meyer, Project Manager

APPROVED AS TO AMOUNT:

Karen R. Burnham

Karen R. Burnham, Interim City Manager

ATTACHMENT NO 1
PAGE 2 OF 13

Exhibit A1

Scope of Services

Vendor will provide private security patrol services to the area known as the Property Based Improvement District ("PBID") managed by the Oxnard Downtown Management District ("ODMD"), an approximately thirty-five square block area in downtown Oxnard bounded by north side of Wooley Road to the south, south of Second Street to the north, the alley west of "C" Street to the west and the east alley of Meta Street to the east.

The general parameters for the private patrol operation are as follows:

Downtown Patrol

1. One uniformed patrol person may be on site from 12:00 a.m. to 8:30 a.m. seven days per week with an unpaid 30-minute meal break (56 hours per week).
2. One uniformed patrol person may be on site from 8:30 a.m. to 5:00 p.m. seven days per week with an unpaid 30-minute meal break (56 hours per week)
3. One uniformed patrol person on site from 3:30 p.m. to 12:00 a.m. seven days per week with an unpaid 30-minute meal break (56 hours per week)
4. One uniformed patrol person may be on site from 10:00 p.m. to 3:30 a.m. two days per week, Friday and Saturday, with an unpaid 30-minute meal break. (11 hours per week)
5. Patrols will occur by a variety of means throughout the PBID Area with a focus on the Parking Structure (300 block of South B Street) and Centennial Plaza (400 Block of South B Street).

District Safety Officers will work in conjunction with Oxnard Police officers assigned to the Downtown Area.

Overnight Patrol

1. One uniformed patrol person may be on site from 12:00 a.m. to 8:30 a.m. seven days per week with an unpaid 30-minute meal break (56 hours per week).
2. The overnight patrol person will be responsible for patrolling the PBID Area, Centennial Plaza and the Parking Structure by a variety of means.

Day Shift Patrol

1. One uniformed patrolperson may be on site for eight hours-per-day, seven days per week, with an unpaid 30 minute meal break (56 hours per week). The exact work hours will be

agreed upon by City and Vendor and will occur between the hours of 8:30 a.m. to 5:00 p.m.

2. The Day shift patrol person will be responsible for patrolling the PBID Area, Centennial Plaza and the Parking Structure by a variety of means.

Swing Shift Patrol

1. One uniformed patrolperson may be on site for eight hours-per-day, seven days per week, with an unpaid 30 minute meal break (56 hours per week). The exact work hours will be agreed upon by City and Vendor and will occur between the hours of 3:30 p.m. to 12:00 a.m.
2. The swing shift patrol person will be responsible for patrolling the PBID Area, Centennial Plaza and the Parking Structure by a variety of means.

Support Shift Patrol (Friday & Saturday)

1. One uniformed patrolperson may be on site for 5 and one half hours-per-day, 2 days per week, Friday and Saturday, 10:00 p.m. to 3:30 a.m. with unpaid 30 minute meal break (11 hours per week).
2. The swing shift patrol person will be responsible for patrolling the PBID Area, Centennial Plaza and the Parking Structure by a variety of means.

Vendor Responsibilities

1. Vendor will provide adequate supervision and management for all patrol persons.
2. Vendor will utilize an automated guard tour checkpoint tracking and reporting system. The system shall provide proof to the City that a location was inspected by documenting the time, date and location of the patrol person's inspection.
3. Location of guard tour checkpoints and frequency of tours will be agreed upon by the Vendor and City.
4. Vendor shall provide copies of the guard tour logs and daily post logs to City upon demand.
5. Vendor must be a licensed private patrol operator in good standing with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
6. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site. A "screen print of the Bureau's approval from the Bureau's web site at www.dca.gov/bsis

ATTACHMENT NO. 1
PAGE 4 OF 13

along with valid photo identification” is not an acceptable alternative to this requirement.

7. Each security officer and supervisor assigned to this project must be able to speak, read and write in English.
8. Vendor employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City’s expense with or without notice.
9. ODMD and City reserve the right to reject Vendor employees from this project with or without cause.

Regulations

Vendor shall comply with the following private patrol operator regulations:

Badges/Insignia

The Chief of Police or designee may prescribe the size, shape, and inscription upon the badge or insignia to be worn by a patrol person. The design of the badge or insignia shall not be an imitation of, resemble, or be readily mistaken as a badge or insignia of local, county, state, or federal law enforcement officers. The badge or insignia must comply with the provisions of the California Business and Professions Code.

Uniforms

(a) No patrol person shall wear or be required to wear any uniform that imitates, resembles, or may readily be mistaken for the uniform of local, county, state, or federal law enforcement officers. Uniforms must comply with the provisions of the California Business and Professions Code.

(b) No patrol person shall wear or be required to wear a uniform shirt which is similar to, or may be mistaken for the uniform shirt of local, county, state, or federal law enforcement agency. Shirt colors specifically prohibited are black, dark blue, navy blue, French blue, khaki (yellowish-brown), or a similar color or hue.

(c) When a patrol person wears any type of clothing or covering over an authorized uniform shirt, the outermost garment will be marked with a patch on at least one shoulder that reads “private security” and will include the name of the private patrol company by which the person is employed, or which the person represents. A badge or cloth patch will be affixed on the upper left breast of the uniform and shall have clearly visible the words “PRIVATE SECURITY.” Across the back to the outmost garment will be permanently marked “DISTRICT SAFETY” in a high-contrast color in standard sans-serif characters no smaller than two inches in height.

(d) The Chief of Police or designee may authorize special uniform blazer apparel for a patrol person or uniformed in-house security guard working a fixed post at a specific location, e.g.

commercial building lobby and not assigned to a foot or vehicle patrol assignment. The uniform blazer typically consists of a light-weight, single-breasted jacket with the insignia or uniform patch affixed over the breast pocket.

Vehicles

(a) Private patrol operators shall be prohibited from using any vehicle that imitates, resembles, or may be readily mistaken for the vehicles used by any local, county, state, or federal official public law enforcement agency. No vehicle used by a private patrol service shall be equipped with a red light or siren.

(b) The private patrol operator license number, prefaced with the letters "PPO," will be permanently affixed to the rear of each vehicle used for patrol services by a private patrol operator.

(c) Any vehicle used for private patrol must be marked permanently with the words "Private Security" or "Security Patrol" on the rear and both sides of the vehicle.

(d) Any required vehicle lettering pursuant to this section shall:

1. Consist of a standard sans-serif font with characters no smaller than two inches in height.
2. The lettering must be in a high contrast color with the background color where affixed.

(e) Vehicles owned by the City and used by the private patrol operator are exempt from this section.

Reports of Violations of Laws

No patrol person shall perform, or be required to perform, official police or investigation activities but shall make a report to the Police Department of any felonies, high-grade misdemeanors or violations of federal law which come to his or her attention. High grade misdemeanors include petty theft, violations of dangerous weapons control laws, traffic manslaughter, indecent exposure, child molesting, contributing to the delinquency of a minor, lewd conduct, and all other misdemeanor sex offenses. Such report may be made by telephone or personal visit to the watch commander or other person charged with the duty of receiving reports of law violations.

Exhibit B1

Fee Schedule

Salary/Compensation

<u>Position</u>	<u>Wage Rate</u>	<u>Straight Time Billing Rate</u>	<u>OT* and Holiday** Billing Rate</u>
Security Officer (Ambassador)	\$14.14	\$20.81	\$29.09
Security Officer (Sergeant)	\$14.69	\$21.56	\$30.17
Post Commander	\$17.00	\$24.56	\$35.50

* OT (Overtime) is defined as any hours beyond 8 hours per shift or 40 hours per week specifically requested by the City, without 48 hours advance notice.

** Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, when worked.

Officer will receive 40-hours of on-site training prior to permanent assignment to be billed at the training rate of \$20.81 per hour.

TOUR/INCIDENT MANAGEMENT SYSTEM: SECURITAS VISION

Monthly cost included in overall pricing

OPTIONAL PATROL VEHICLE COSTS

\$10,315.12 annual billing/\$859.59 monthly billing

ATTACHMENT NO 1
PAGE 7 OF 13

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT A

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. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) 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 (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) 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. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2012**

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$14.37 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2013, 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, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor 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.

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

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 1 and 2 of the Agreement for Trade Services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: Securitas.Certrequest@marsh.com 502375-ALL-CAS-12/13 SEC AI Ex9		CONTACT NAME: PHONE: (A/C, No, Ext): E-MAIL: ADDRESS:	
INSURED Securitas Holdings, Inc., including: Securitas Security Services USA, Inc.; Pinkerton Consulting & Investigations, Inc.; Pinkerton Corporate Risk Management; Burns Int'l Services Company, LLC 4330 Park Terrace Drive Westlake Village, CA 91361		INSURER(S) AFFORDING COVERAGE INSURER A: XL Insurance America, Inc. NAIC # 24554 INSURER B: ACE American Insurance Company 22667 INSURER C: Indemnity Ins Co Of North America 43575 INSURER D: N/A N/A INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: LOS-001313183-07 REVISION NUMBER: 6

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			US00005451L112A	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR						
	☒ Excess of \$500,000 SIR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						
B	AUTOMOBILE LIABILITY			ISA H08693687	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ ANY AUTO						
	☐ ALL OWNED AUTOS						
	☐ HIRED AUTOS						
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS						
A	☒ UMBRELLA LIAB			US00005452L112A	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	☐ EXCESS LIAB						
	☐ DED ☐ RETENTION \$						
	☒ CLAIMS-MADE						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C46780267 (AOS)	01/01/2012	01/01/2013	☒ WC STATU-TORY LIMITS ☐ OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WLR C46780279 (MA)	01/01/2012	01/01/2013	E L EACH ACCIDENT \$ 1,000,000
B				SCF C46780280 (WI)	01/01/2012	01/01/2013	E L DISEASE - EA EMPLOYEE \$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			WCU C46780310 (CA,OH,WA) *\$1m SIR	01/01/2012	01/01/2013	E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City, its City Council, officers, employees and volunteers are named as Additional Insured where required by written contract between the Insured and the Certificate Holder (or between the Insured and its client, if different from the Certificate Holder), and in accordance with the terms and conditions of such contract and the terms and conditions of the insurance policy. Acts or omissions of Additional Insureds are not covered under any circumstances. Additional insured coverage does not apply to the above Workers Compensation or Professional Liability/Employee Theft Liability policies. Where required and where applicable insurance evidence herein is primary.

CERTIFICATE HOLDER

City of Oxnard Attn: Risk Manager 300 W. 3rd Street, Suite 302 Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Andy Blasher
--	--

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED Securitas Holdings, Inc., Including: Securitas Security Services USA, Inc.; Pinkerton Consulting & Investigations, Inc.; Pinkerton Corporate Risk Management; Burns Int'l Services Company, LLC 4330 Park Terrace Drive Westlake Village, CA 91361
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

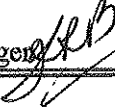
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Where required under written contract or agreement, only to the extent that the Named Insured has agreed in writing prior to the occurrence or accident to provide insurance for such persons or organizations and then only with respect to liability for bodily injury or property damage arising out of operations performed for such additional insured by or on behalf of the Named Insured. The insurance provided by this endorsement, subject to all other policy terms, conditions and limits of insurance, does not extend coverage beyond that agreed to in the contract between the additional insured designated above and the Named Insured. Acts or omissions of Additional Insureds are not covered under any circumstances.



Meeting Date: 12 / 11 / 12

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

Prepared By: Scott Hebert, Police Commander  Agenda Item No. I-7Reviewed By: City Manager  City Attorney  Finance  Other (Specify) _____

DATE: November 27, 2012

TO: City Council

FROM: Jeri Williams, Chief of Police 
Police Department

SUBJECT: Third Amendment to Agreement for Sintra Group and City of Oxnard

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Third Amendment to the Agreement for Trade Services with Sintra Group (Agreement for Professional Services No. 4924-09-PO) to extend the term one year to November 30, 2013, and increase the not-to-exceed amount by \$80,000 for a total agreement value of \$320,000.

DISCUSSION

Sintra Group ("Sintra") has provided background investigation services to the City of Oxnard Police Department since 2009. This vendor was selected based upon experience, cost, knowledge of Ventura County, and because Sintra had previously conducted background investigation services prior to this contract, dating back to 2002.

A Request for Proposal was distributed in September 16, 2009 seeking a qualified and licensed private investigation consultant firm to provide comprehensive pre-employment background investigations. Sintra was selected to provide the required services under a three-year contract. The existing contract expires on November 30, 2012.

FINANCIAL IMPACT

The projected cost of the amended agreement is approximately \$80,000 for calendar year 2013. Funds are available in the General Fund for this cost.

(SH)

Sintra Group Trade Services Agreement Amendment Three
November 27, 2012
Page 2

Attachment #1 - Third Amendment to Agreement for Trade Services with Sintra Group.

**THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES:
BACKGROUND INVESTIGATIONS**

This Third Amendment ("Third Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of November 2013, by and between the City of Oxnard ("City"), a municipal corporation, and Sintra Group ("Consultant"). This Third Amendment amends the Agreement entered into on December 1, 2009, by City and Consultant. The Agreement previously has been amended on January 11, 2011, by a First Amendment, and by a Second Amendment on September 1, 2011.

City and Consultant agree as follows:

1. In section 12 of the Agreement, the date of "November 30, 2012" is deleted and replaced with the date "November 30, 2013."
2. In section 14(a), the figure "\$240,000" is deleted and replaced with the figure "\$320,000."
3. As so amended, the agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Steve Bowman, Sintra Group

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

ATTACHMENT NO. 1
PAGE 1 OF 2

APPROVED AS TO CONTENT:

Jeri Williams
FOR Jeri Williams, Chief of Police

APPROVED AS TO CONTENT

Scott Hebert
Scott Hebert, Project Manager

APPROVED AS TO AMOUNT:

Karen R. Burnham
Karen R. Burnham, Interim City Manager

ATTACHMENT NO 1
PAGE 2 OF 2



Meeting Date: 12/11/12

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

Prepared By: Anthony Emmert, Water Resources Manager *AE* Agenda Item No. I-8Reviewed By: City Manager *JPB* City Attorney *AK* Finance *MC* Public Works

DATE: November 28, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works Department *J.R.*SUBJECT: Metropolitan Water District of Southern California Member Agency Funded
Water Conservation Programs**RECOMMENDATION**

That City Council:

1. Adopt a resolution authorizing the City Manager or his designee to execute agreements, amendments and documents necessary to secure reimbursements from Metropolitan Water District of Southern California for the following two water conservation programs:
 - a. A High Efficiency Toilet Exchange Program for commercial water customers;
 - b. A High Efficiency Sprinkler Nozzle Distribution program for both residential and commercial water customers.
2. Approve a Special Budget Appropriation in the amount of \$228,000 consisting of \$136,000 reimbursable funds and \$92,000 from Water Fund Balance.

DISCUSSION

In May 2010, Metropolitan Water District of Southern California (MWD) implemented a new water conservation program, the Member Agency Funded Conservation Program (MAF). Designed to provide financial support to MWD's member agency's conservation programs while allowing individual agencies more flexibility to implement programs best-suited to cost-effectively conserve water in their service areas, this program allocated a total of \$220,000 to Calleguas Municipal Water District (CMWD) to spend on water conservation programs within its service area during the 2010-2011 and 2011-2012 fiscal years. The program has been reinstated for the 2012-2013 fiscal year.

As a MWD member agency, CMWD is allowed to submit proposals to MWD on how the allocated MAF money will be spent. CMWD, in turn, has asked its retail agencies, including the City of Oxnard, to submit water conservation programs they would like to implement using the available money. Under the rules of the MAF Program, agencies can be reimbursed at a pre-defined per unit basis for each water-saving device installed or distributed through their conservation programs.

Metropolitan Water District of Southern California Member Agency Funded Water Conservation Programs

November 28, 2012

Page 2

The City Council adopted a Water Conservation Master Plan in February 2011, which included a suite of programs designed to reduce the City's water demand in the most cost-effective manner possible, in order to increase water supply reliability. The City of Oxnard has applied to implement two of the water conservation programs included in its Water Conservation Master Plan under the MAF Program:

- High Efficiency Toilet (HET) Exchange Program for commercial water customers
Commercial water customers will be offered an HET, or a toilet that uses 1.28 gallons per flush (gpf) of water or less, in exchange for an old toilet rated at 3 gpf or greater. The property owner will be responsible for installation.
- High Efficiency Sprinkler Nozzle Distribution program for both residential and commercial water customers
The High Efficiency Sprinkler Nozzle Distribution provides water customers with vouchers to pick up a set of high efficiency sprinkler nozzles at a local irrigation supply company, free of charge. These nozzles are easy to install in existing irrigation systems and have been shown to reduce landscape irrigation water usage by as much as 20%.

In addition to protecting the City's water supply, these programs will allow the City to remain eligible for State-supplied grant and loan programs for all future water projects. Under SB x7-7, enacted in November 2009, urban water suppliers, including the City of Oxnard, must reduce their water use by 20% by the year 2020. Eligibility for grant and loan programs is dependent upon the City's ability to demonstrate it is on track to meeting its 2020 water use reduction target in the interim years.

By participating in the MAF, the City is eligible for up to \$136,000 in reimbursements from MWD via CMWD. These reimbursements offset the costs of implementing water conservation programs contained in the City Council approved Water Conservation Master Plan, saving both the City and residents money. In order for the City to take full advantage of the reimbursements offered by MWD, these two programs must be implemented no later than January 1, 2013 and completed no later than May 15, 2013.

The following table illustrates the total estimated costs for each of these programs, including reimbursements made to the City by MWD via CMWD, as part of the MAF.

Program	Number of Devices	Total Program Cost	MWD Cost Contribution	Oxnard Total Cost
HET Exchange	920	\$138,000	\$46,000	\$92,000
HE Sprinkler Nozzle Distribution	30,000	\$90,000	\$90,000	\$0
		\$228,000	\$136,000	\$92,000

**Metropolitan Water District of Southern California Member Agency Funded Water
Conservation Programs**

November 28, 2012

Page 3

FINANCIAL IMPACT

The City will be eligible to receive up to \$136,000 in reimbursements from MWD for the successful implementation of the two programs as long as invoices are submitted for reimbursement prior to May 15, 2013. If approved, the City will contribute an additional \$92,000 from available Water Fund balance. A total of \$228,000 is recommended for appropriation to Water account number 601-6011-846-8350 to cover the costs of the two water conservation programs under the MAF.

Attachment #1 - Resolution Authorizing the City Manager or His Designee to Execute Agreements, Amendments or Other Documents Necessary to Secure Reimbursements from Metropolitan Water District of Southern California and Calleguas Municipal Water District for Water Conservation Programs

#2 - Special Budget Appropriation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE
AGREEMENTS, AMENDMENTS OR OTHER DOCUMENTS NECESSARY
TO SECURE REIMBURSEMENTS FROM METROPOLITAN WATER
DISTRICT OF SOUTHERN CALIFORNIA AND CALLEGUAS MUNICIPAL
WATER DISTRICT FOR WATER CONSERVATION PROGRAMS

WHEREAS, on November 10, 2009 California Senate Bill x7-7 was enacted requiring all urban water suppliers to reduce their water use by 20% by the year 2020 and demonstrate incremental progress toward that goal in the years leading up to 2020 in order to remain eligible for State-funded grants and loans for water projects; and

WHEREAS, on February 1, 2011 the City Council of the City of Oxnard adopted a Water Conservation Master Plan outlining nine water conservation programs designed to reduce the City's water use in the most cost-effective manner possible and retain the City's eligibility for State-funded grants and loans for water projects; and

WHEREAS, in May 2010 Metropolitan Water District of Southern California (MWD) implemented the Member Agency Funded Conservation Program to provide financial support to its member water agencies' conservation programs in the form of reimbursements upon the successful implementation of conservation programs; and

WHEREAS, Calleguas Municipal Water District (CMWD), a member agency of MWD and a water supplier for the City of Oxnard, agreed to participate in and add additional funding to MWD's Member Agency Funded Conservation Program and asked the City to implement eligible water conservation programs in order to receive reimbursements upon successful implementation of the programs; and

WHEREAS, three water conservation programs included in the City's Water Conservation Master Plan are feasible to implement within the timeframe required to receive reimbursement under the Member Agency Funded Conservation program;

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the City Manager or designee is authorized to execute agreements, amendments or other documents necessary to secure reimbursements from MWD and CMWD for the following two water conservation programs:

- A High Efficiency Toilet Exchange Program for single-family water customers;
- A High Efficiency Sprinkler Nozzle Distribution program for both residential and commercial water customers.

PASSED AND ADOPTED, this 11th day of December 2012 by the following vote:

AYES:

NOES:

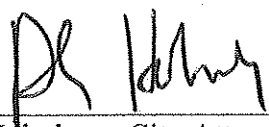
ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM

Daniel Martinez, City Clerk



Alan Holmberg, City Attorney

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Anthony Emmert

Date: December 11, 2012
Phone: 805-207-1669

Reason for Appropriation:

To fund the Metropolitan Water District of Southern California Member Agency Funded Water Conservation Programs

Accounts and Descriptions

AMOUNT

Fund: 601

Revenues/Transfers In

Water Operation

Fund 601 Fund Balance 228,000

Sub-total Revenues 228,000

Expenditures/Transfers Out

Water Conservation

601-6011-846-8350 Public Information 228,000

Sub-total Expenditures 228,000

Net Change to Fund Balance 0

Net Appropriation Change 228,000

Approvals

Department Director

Chief Financial Officer

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only) _____
BA Doc# (Finance Use Only) _____
Revised : 2/23/2012

Attachment No. 2
Page 1 of 1

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

Prepared By: Lou Balderrama, City EngineerAgenda Item No. I-9Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Public Works [Signature]**DATE:** November 28, 2012**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works**SUBJECT:** Project Specification PW12-14 East Ventura Boulevard Improvement Project**RECOMMENDATION**

That City Council approve Project Specification No. PW12-14 for the design and construction of sidewalk, curb, gutter, drainage, landscaping and the reconstruction of the street along East Ventura Boulevard from Nyeland Avenue to Almond Drive and authorize staff to solicit bids.

DISCUSSION

The specific work includes the furnishing of all materials, tools, equipment, and labor required to improve the sidewalk, curb, gutter, drainage, landscaping and the reconstruction of a bike lane along East Ventura Boulevard from Nyeland Avenue to Almond Drive. Attachment No. 1 provides a project site map. The Project plans and specifications are designed to provide a useful life cycle of approximately 20 years to all the improvements and are in compliance with the Americans with Disabilities Act.

The City of Oxnard was awarded federal funds under the Surface Transportation Act (STA) for the design and construction of sidewalk, curb, gutter, drainage, landscaping and the reconstruction of the street along East Ventura Boulevard from Nyeland Avenue to Almond Drive.

The STA was established and is authorized by the Federal Government as federal aid for transportation projects that are administered by the State of California Department of Transportation (Caltrans). City Resolution No. 13,807 approved by City Council on May 11, 2010 authorizes the City Manager to execute program supplement agreements for federal aid projects awarded to the City and administered by Caltrans.

FINANCIAL IMPACT

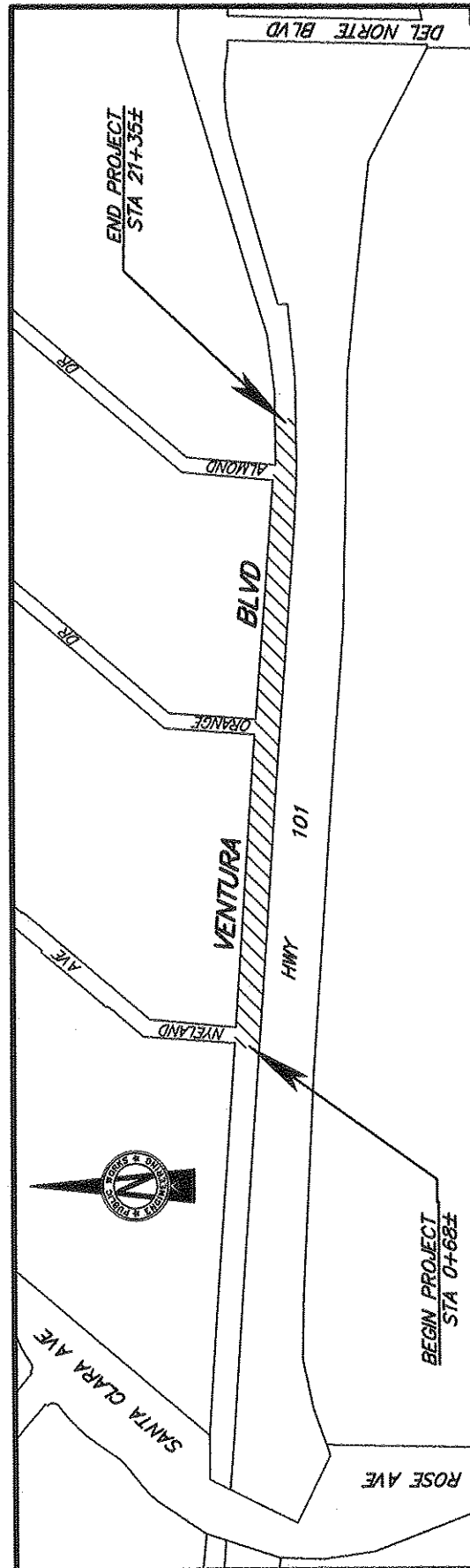
After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder and the appropriation of federal funding and local match funding sources.

Attachment #1 - Project Site Map

Note: Plans and specifications for PW12-14 for the East Ventura Boulevard Improvement Project are available for review at the Capital Improvement Projects Management Office located at the City Hall Building, 305 West Third Street - East Wing, Second Floor after 8:00 a.m. on Monday prior to the City Council meeting.

VENTURA BLVD IMPROVEMENT PROJECT

SPECIFICATION NO.12-14



**LOCATION
MAP**
NOT TO SCALE



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

Prepared By: Anthony Emmert, Water Resources Manager Agenda Item No. I-10

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

DATE: November 28, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: Sixth Amendment to Agreement 4218-07-PW with Black & Veatch Corporation
for Utilities Rate Studies

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Sixth Amendment to the Agreement with Black & Veatch Corporation for the Utilities Rate Studies to increase the amount from \$348,925 by \$22,540 for a total of \$371,465 (Agreement No. 4218-07-PW) and extend the expiration date to June 30, 2013.

DISCUSSION

Under Agreement No. 4218-07-PW, Black & Veatch has provided the City with consulting support for its water, wastewater, and solid waste enterprises, including preparing a comprehensive cost of service study and rates plan in 2009, developing a computer model by which the City can analyze rates scenarios, preparing an update of the cost of service study and rate plan in 2012, and supporting the City Council and staff during its recent rate-setting efforts and on various rates-related analyses. On September 18, 2012, the City Council approved the implementation of rates increases, based upon the comprehensive cost of service study and rates plan update. The first of these increases became effective on October 18, 2012 and the second and third increases will become effective January 1, 2013 and October 1, 2013, respectively. Staff is currently working on a request for proposals to select a consultant to prepare the next full update of the comprehensive cost of service and rates study, with an approximate start date of July 2013, and City Council consideration in June 2014.

The majority of the work included in the Sixth Amendment with Black & Veatch was done during the period July to September 2012, in support of the City Council's Proposition 218 hearing and subsequent rate-setting meetings. Black & Veatch provided timely analyses and documents in support of the City Council's requested rates changes, and to answer questions from the City Council and utility customers. Although the Agreement's budget was fully expended, Black & Veatch worked to answer all questions and updated the rate model and rate study report, in good faith. This Sixth Amendment provides payment to Black & Veatch for work already performed, and provides City staff with a small amount of on-going support on an as needed basis.

FINANCIAL IMPACT

The estimated cost for services in the Sixth Amendment is not to exceed \$22,540 and will increase the total cost of the Agreement from \$348,925 to \$371,465. There are sufficient funds for the cost of these services in the FY 2012-2013 budgets of the Utility Funds to cover the costs of this amendment.

Attachment #1 - Sixth Amendment to Agreement No. 4218-07-PW

SIXTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Sixth Amendment ("Sixth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 11th day of December, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Black & Veatch Corporation ("Consultant"). This Sixth Amendment amends the Agreement entered into on September 5, 2007, by City and Consultant. The Agreement previously has been amended on December 14, 2008, by a First Amendment, on April 14, 2009, by a Second Amendment, on September 14, 2010 by a Third Amendment, on June 21, 2011 by a Fourth Amendment and on June 26, 2012 by a Fifth Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the expiration date "December 31, 2012" is deleted and replaced with the date "June 30, 2013."
2. In Section 14a of the Agreement, the figure "\$348,925" is deleted and replaced with the figure "\$371,465."
3. Exhibit A, A-2, A-3 and A-4 of the Agreement are supplemented by Exhibit A-5, attached hereto and incorporated herein by reference.
4. Exhibit C, C-2, C-3 and C-4 of the Agreement are supplemented by Exhibit C-5, attached hereto and incorporated herein by reference.
5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Thomas R. Peterson, Vice President
Black & Veatch Corporation

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Alan Holmberg, City Attorney

Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Anthony Emmert, Water Resources Manager

EXHIBIT A-5

SCOPE OF WORK

Consultant proposes the following specific tasks to support the City's move towards establishing a long-term financial plan for its utilities. The tasks described herein reflect Consultant's understanding of tasks requested by City staff to support the current rate increase process and for providing updates to the identified rate models.

WATER RESOURCES DIVISION – WATER SECTION – \$10,760

Task 1 – Update the Rate Study Model

Under this task, Consultant updated the water rate model to address delayed implementation of the proposed rates as well as incorporated final FY 10/11 figures and estimated FY 12/13 budgets. Consultant provided the final water rate model to the City in an Excel file.

Task 2 – Pass-Through Calculations

Under this task, Consultant provided the City with a model to aid in the determination of pass-through rates.

Task 3 – Provide a Rate Study Report

Under this task, Consultant provided the City with a water rate study report to support the Proposition 218 process. The water rate study included a comprehensive cost of service analysis. Consultant submitted the report in electronic format for the City's use.

Task 4 – As Needed Services

Under this task, Consultant will provide the City with up to 12 hours of support for future as-needed services.

WATER RESOURCES DIVISION – WASTEWATER SECTION – \$10,020

Task 1 – Update the Rate Study Model

Under this task, Consultant updated the wastewater rate model to address delayed implementation of the proposed rates as well as incorporated final FY 10/11 figures and estimated FY 12/13 budgets. Consultant provided the final wastewater rate model to the City in an Excel file.

Task 2 – Provide a Rate Study Report

Under this task, Consultant provided the City with a wastewater rate study report to support the Proposition 218 process. The wastewater rate study included a comprehensive cost of service analysis. Consultant submitted the report in electronic format for the City's use.

Task 3 – As Needed Services

Under this task, Consultant will provide the City with up to 12 hours of support for future as-needed services.

ENVIRONMENTAL RESOURCES DIVISION – \$1,760

Task 1 – Update the Rate Study Model

Under this task, Consultant updated the environmental resources rate model to address delayed implementation of the proposed rates as well as incorporated final FY 10/11 figures and estimated FY 12/13 budgets. Consultant provided the final environmental resources rate model to the City in an Excel file.

Task 2 – Pass-Through Calculations

Under this task, Consultant provided the City with a model to aid in the determination of pass-through rates.

Task 3 – Provide a Rate Study Report

Under this task, Consultant provided the City with an environmental resources rate study report to support the Proposition 218 process. The environmental resources rate study included a comprehensive cost of service analysis. Consultant submitted the report in electronic format for the City's use.

EXHIBIT C-5

SCHEDULE OF FEES

City of Oxnard Water, Wastewater, and Solid Waste Studies Amendment No. 6 Work Effort and Cost Detail			
Task Description	Engagement Manager	Project Staff	Total Cost
Water Division			
Additional Work Performed due to Council Delays and Changes			
Rate Model	8	16	5,000
Pass-Through Calculations	8		2,040
Report	4		1,020
As Needed Services	4	8	2,500
Expenses			200
Total Water Division Study Fee			\$10,760
Wastewater Division			
Additional Work Performed due to Council Delays and Changes			
Rate Model	12	12	5,280
Report	8		2,040
As Needed Services	4	8	2,500
Expenses			200
Total Wastewater Division Rate Study Fee			\$10,020
Environmental Resources Division			
Additional Work Performed due to Council Delays and Changes	4	4	1,760
Total Environmental Resources Division Rate Study Fee			\$1,760
GRAND TOTAL			\$22,540
Hourly Rates	\$255	\$185	

Tools / Apps

[Help Desk](#)
[PhoneBook](#)
[City Clerk](#)
[Map Services](#)
[Document Imaging](#)
[Municipal Code Book](#)

[CityNet Home](#) » [Tools / Apps](#) » [City Clerk Tools](#)

City Council Agenda Item Request Form

Thank you. Your Agenda Item Request was submitted to the City Clerk's office.

Attached is the Agenda Item Request you submitted.

City Council Meeting Date:
Dec 11, 2012

Department/Division:
Public Works

Governing Body:
CC

Agenda Subject:
Sixth Amendment to Agreement 4218-07-PW with Black and Veatch Corporation for Utilities Rate Studies

Agenda Recommendation:
That City Council approve and authorize the Mayor to execute the Sixth Amendment to the Agreement with Black and Veatch Corporation for the Utilities Rate Studies to increase the amount from \$348,925 by \$39,710 for a total of \$388,635 (Agreement No. 4218-07-PW) and extend the expiration date to June 30, 2013.

Contact Person:
Anthony Emmert

Contact Phone:
207-1669

Support Staff:
Janis Synnes

Support Staff Phone:
385-7880

Agenda Type:
Info Consent

Attach Sep. Cover?
No

[Make a New Agenda Item Request](#)



Meeting Date: 12/11/12

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

Prepared By: Ashley, Golden, Principal PlannerAgenda Item No. L-1Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) _____**DATE:** November 28, 2012**TO:** City Council**FROM:** Susan L. Martin, AICP, Planning Manager [Signature]
Development Services Department

SUBJECT: Redevelopment of the Food 4 Less Gateway Plaza - Planning and Zoning Permit Nos. 12-540-1(PD), 12-500-1 (SUP), 12-510-1 (SUP for Alcohol), and 12-300-1 (TPM); Located at the southwest corner of Vineyard Avenue and West Esplanade Drive. Filed by The Kroger Company, Greg Peters, 1100 West Artesia Blvd, Compton, CA 90220.

RECOMMENDATION

That City Council:

1. Adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 12-540-1 (Planned Development Permit), subject to the conditions set forth in Planning Commission Resolution No. 2012-29; and
2. Adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 12-500-1 (Special Use Permit), subject to the conditions set forth in Planning Commission Resolution No. 2012-30; and
3. Adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 12-510-1 (Alcohol - Special Use Permit), subject to the conditions set forth in Planning Commission Resolution No. 2012-31; and
4. Adopt a resolution approving Tentative Parcel Map (Planning and Zoning Permit No. 12-300-1), subject to the conditions set forth in Planning Commission Resolution No. 2012-32.

DISCUSSION

The proposed 14.47 acre Food 4 Less Gateway Plaza project involves the demolition of the former Target building (117,534 square feet) and redevelopment and construction of a 159,954 square foot shopping center. The shopping center would be anchored by a Food 4 Less in a new 84,000 square foot building. The special use permits would allow for a 14-pump service station and the general sale of alcohol for off-site consumption (ABC Type 21) at the new Food 4 Less. The former 24 Hour Fitness

and existing Food 4 Less would be remodeled to match the three new buildings and service station constructed as part of this project. The planned development permit request includes a master sign program, changes to the landscape configuration, addition of transit enhancements, land dedications for roadway improvements, and a future multi-use trail are also proposed. A tentative parcel map would divide the three existing lots into six lots.

On November 15, 2012, the Planning Commission unanimously adopted Resolutions 2012-29 through 2012-32 approving the planned development permit and special use permits, and recommending that the City Council approve the tentative parcel map, all of which, in their entirety, would entitle the proposed Food 4 Less Gateway Plaza Project.

Mitigated Negative Declaration (MND) 12-01 was prepared for the project and circulated for review and comments from October 25, 2012 to November 13, 2012. Seven comment letters were received during the review period. The comment letters did not identify any new, avoidable significant effects, or result in new or altered mitigation measures or revisions to the project, and therefore do not require re-circulation of the MND. However, Section C) 1-3, page 13 of the initial study (Attachment 5) was amended in response to one comment letter to simply clarify that the project is consistent with the 2007 Air Quality Management Plan.

FINANCIAL IMPACT

The project will provide additional jobs in a sector that typically employs local residents rather than commuters. While this increase was not quantified as part of the planning review process, it is well documented that the economic activity generated by a development such as the Food 4 Less Gateway Plaza will spur additional economic activities that will further enhance the local economy.

In addition to the creation of jobs, the project has the beneficial impact of increasing sales tax revenues and increasing property taxes. The amount of these tax revenue increases is unknown at this time.

The Developer is required to pay an estimated \$79,000 into the Transportation Demand Management Fund which can be utilized to enhance public transit opportunities, improve bicycle and pedestrian facilities, or be used for other transit related programs that would improve air quality. Additional traffic impact fees will be paid to off-set impacts to local roads. Additionally, the Developer may pay a Public Art Fee, or provide public art on site.

(AG)

- Attachment #1- City Council Resolution (Planned Development Permit)
#2- City Council Resolution (Special Use Permit)
#3- City Council Resolution (Alcohol Special Use Permit)
#4- City Council Resolution (Tentative Parcel Map)
#5- Mitigated Negative Declaration 12-01 Revised 11.16.12
#6- PC Staff Report (without Attachments)
#7- Project Plans
#8- Sign Program
#9- Police Report
#10- Planning Commission Resolution Nos. 2012-29 through 2012-32

Note: Attachment 5 has been provided to City Council under separate cover. Copies for review are available at the Help Desk in the Library after 6:00 p.m. on Wednesday prior to the Council meeting and in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SPECIAL USE PERMIT NO. 12-540-1 (PLANNED DEVELOPMENT PERMIT), TO REDEVELOP THE FOOD 4 LESS/TARGET SITE INCLUDING DEMOLITION OF THE FORMER TARGET BUILDING AND CONSTRUCTION OF A 159,954 SQUARE FOOT SHOPPING CENTER, ASSOCIATED PARKING, LANDSCAPING AND CIRCULATION IMPROVEMENTS. LOCATED AT THE CORNER OF VINEYARD AVENUE AND WEST ESPLANADE DRIVE (130, 150, 250, & 300 W. ESPLANADE DRIVE; APNS 142-0-010-435; 142-0-010-205; 142-0-010 -415), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY THE KROGER COMPANY, GREG PETERS, 1100 WEST ARTESIA BLVD, COMPTON, CA 90220.

WHEREAS, on November 15, 2012 the Planning Commission of the City of Oxnard considered MND 12-01 and approved Planning and Zoning Permit No. 12-540-1 (Planned Development Permit) for the redevelopment and construction of the Food 4 Less Gateway Plaza Commercial Project for property located at the southwest corner of Vineyard Avenue and Esplanade Drive, filed by the Kroger Company.

WHEREAS, the City Council has carefully reviewed the Planning Commission action recommending approval thereof, subject to certain conditions, the staff report, and minutes of testimony at the public hearing; and

WHEREAS, on November 16, 2012, Planning Staff filed an appeal with the City Clerk requesting that the City Council review the Planning Commission November 15, 2012 decision to approve Planning and Zoning Permit No. 12-540-1 (Planned Development Permit) in order to provide an efficient and coordinated review of a multiple permit project; and

WHEREAS, the City Council has carefully reviewed the Planning Commission staff report, the minutes of testimony at the November 15, 2012 public hearing, and Planning Commission Resolution No. 2012-29 approving Planning and Zoning Permit No. 12-540-1 (Planned Development Permit) action recommending approval thereof, subject to certain conditions, the staff report, and minutes of testimony at the public hearing; and

WHEREAS, the City Council held a public hearing and received and reviewed written and oral comments related to proposed Planning and Zoning Permit No. 12-540-1 (Planned Development Permit); and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Manager provided public notice of the intent of the City to adopt a mitigated negative declaration for this project, and the City Council considered the proposed mitigated negative declaration, together

ATTACHMENT

PAGE 1 OF 3

with any comments received during the public review process, finds on the basis of the whole record before it (including the initial study and any comments received) that with the imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the mitigated negative declaration reflects the independent judgment of the City, and adopts the mitigation monitoring and reporting program and mitigated negative declaration (MND 12-01); and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt the mitigated negative declaration is based is located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.
2. The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.
3. The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of Planning Commission Resolution No. 2012-29.
4. The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.
5. The site for the proposed use will be provided with adequate sewerage, water fire protection and storm drainage facilities.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to adopt the mitigation monitoring and reporting program and MND 12-01, and approve Planning & Zoning Permit No. 12-540-1 (Planned Development Permit) subject to the conditions set forth in Planning Commission Resolution No. 2012-29, on file in the Planning Division, and incorporated herein by reference.

PASSED AND ADOPTED this 11th day of December, 2012, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SPECIAL USE PERMIT NO. 12-500-1 (SPECIAL USE PERMIT), TO ALLOW A 14-PUMP SERVICE STATION (GAS STATION) AS PART OF THE REDEVELOPMENT OF THE FOOD 4 LESS/TARGET SITE (A 159,954 SQUARE FOOT SHOPPING CENTER, ASSOCIATED PARKING, LANDSCAPING AND CIRCULATION IMPROVEMENTS). LOCATED AT THE CORNER OF VINEYARD AVENUE AND WEST ESPLANE DRIVE (130, 150, 250, & 300 W. ESPLANE DRIVE; APNS 142-0-010-435; 142-0-010-205; 142-0-010 -415), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY THE KROGER COMPANY, GREG PETERS, 1100 WEST ARTESIA BLVD, COMPTON, CA 90220.

WHEREAS, on November 15, 2012 the Planning Commission of the City of Oxnard considered MND 12-01 and approved Planning and Zoning Permit No. 12-500-1 (Special Use Permit) for a service station associated with the Food 4 Less Gateway Plaza Commercial Project for property located at the southwest corner of Vineyard Avenue and Esplanade Drive, filed by the Kroger Company.

WHEREAS, the City Council has carefully reviewed the Planning Commission action recommending approval thereof, subject to certain conditions, the staff report, and minutes of testimony at the public hearing; and

WHEREAS, on November 16 2012, Planning Staff filed an appeal with the City Clerk requesting that the City Council review the Planning Commission November 15, 2012 decision to approve Planning and Zoning Permit No. 12-500-1 (Special Use Permit) in order to provide an efficient and coordinated review of a multiple permit project; and

WHEREAS, the City Council has carefully reviewed the Planning Commission staff report, the minutes of testimony at the November 15, 2012 public hearing, and Planning Commission Resolution No. 2012-30 approving Planning and Zoning Permit No. 12-500-1 (Special Use Permit) action recommending approval thereof, subject to certain conditions, the staff report, and minutes of testimony at the public hearing; and

WHEREAS, the City Council held a public hearing and received and reviewed written and oral comments related to proposed Planning and Zoning Permit No. 12-500-1 (Special Use Permit)

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Manager provided public notice of the intent of the City to adopt a mitigated negative declaration for this project, and the City Council considered the proposed mitigated negative declaration, together with any comments received during the public review process, finds on the basis of the whole record before it (including the initial study and any comments received) that with the imposition of

ATTACHMENT

PAGE 1 OF 3

mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the mitigated negative declaration reflects the independent judgment of the City, and adopts the mitigation monitoring and reporting program and mitigated negative declaration (MND 12-01); and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt the mitigated negative declaration is based is located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.
2. The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.
3. The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of Planning Commission Resolution No. 2012-30.
4. The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.
5. The site for the proposed use will be provided with adequate sewerage, water fire protection and storm drainage facilities.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to approve Planning & Zoning Permit No. 12-500-1 (Special Use Permit) subject to the conditions set forth in Planning Commission Resolution No. 2012-30, on file in the Planning Division, and incorporated herein by reference.

PASSED AND ADOPTED this 11th day of December, 2012, by the following vote:

AYES:

NOES:

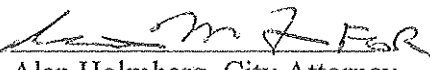
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

ATTACHMENT 2
PAGE 3 OF 3

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SPECIAL USE PERMIT NO. 12-510-1 (SPECIAL USE PERMIT FOR ALCOHOL), TO ALLOW FOOD 4 LESS GROCERY STORE (BUILDING D) TO SELL ALCOHOL FOR OFF-SITE CONSUMPTION, LOCATED AT THE CORNER OF VINEYARD AVENUE AND WEST ESPLANADE DRIVE (150 W. ESPLANADE DRIVE), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY THE KROGER COMPANY, GREG PETERS, 1100 WEST ARTESIA BLVD, COMPTON, CA 90220.

WHEREAS, on November 15, 2012 the Planning Commission of the City of Oxnard considered MND 12-01 and approved Planning and Zoning Permit No. 12-510-1 (Special Use Permit for Alcohol) to allow the general sale of alcohol for off-site consumption (ABC Type 21) within a grocery store as part of the Food 4 Less Gateway Plaza Commercial Project for property located at the southwest corner of Vineyard Avenue and Esplanade Drive, filed by the Kroger Company.

WHEREAS, the City Council has carefully reviewed the Planning Commission action recommending approval thereof, subject to certain conditions, the staff report, and minutes of testimony at the public hearing; and

WHEREAS, on November 16, 2012, Planning Staff filed an appeal with the City Clerk requesting that the City Council review the Planning Commission November 15, 2012 decision to approve Planning and Zoning Permit No. 12-510-1 (Special Use Permit for Alcohol) in order to provide an efficient and coordinated review of a multiple permit project; and

WHEREAS, the City Council has carefully reviewed the Planning Commission staff report, the minutes of testimony at the November 15, 2012 public hearing, and Planning Commission Resolution No. 2012-31 approving Planning and Zoning Permit No. 12-510-1 (Special Use Permit for Alcohol) action recommending approval thereof, subject to certain conditions, the staff report, and minutes of testimony at the public hearing; and

WHEREAS, the City Council held a public hearing and received and reviewed written and oral comments related to proposed Planning and Zoning Permit No. 12-510-1 (Special Use Permit for Alcohol); and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Manager provided public notice of the intent of the City to adopt a mitigated negative declaration for this project, and the City Council considered the proposed mitigated negative declaration, together with any comments received during the public review process, finds on the basis of the whole record before it (including the initial study and any comments received) that with the imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will

have a significant effect on the environment, further finds that the mitigated negative declaration reflects the independent judgment of the City, and adopts the mitigation monitoring and reporting program and mitigated negative declaration (MND 12-01); and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt the mitigated negative declaration is based is located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.
2. The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.
3. The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of Planning Commission Resolution No. 2012-31.
4. The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.
5. The site for the proposed use will be provided with adequate sewerage, water fire protection and storm drainage facilities.
6. The proposed use will not result in or add to an undue concentration of off-site consumption establishments selling alcoholic beverages within 1000 feet of the subject location, as there is no net increase of alcohol establishments since this is a request to transfer a valid Alcohol Beverage Control license within the subject shopping center.
7. The proposed use is not likely to create or significantly aggravate police problems within 1,000 feet of the location for which the special use permit is applied.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to approve Planning & Zoning Permit No. 12-510-1 (Special Use Permit) subject to the conditions set forth in Planning Commission Resolution No. 2012-31, on file in the Planning Division, and incorporated herein by reference.

PASSED AND ADOPTED this 11th day of December, 2012, by the following vote:

AYES:

NOES:

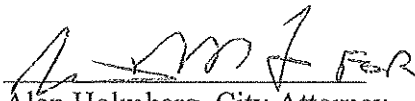
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

ATTACHMENT 3
PAGE 3 OF 3

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING TENTATIVE PARCEL MAP (PLANNING AND ZONING PERMIT NO.12-300-1), FOR PROPERTY LOCATED AT 130, 150, 250, & 300 W. ESPLANADE DRIVE (APN 142-0-010-435; -205; & -415), SUBJECT TO CERTAIN CONDITIONS. FILED BY THE KROGER COMPANY, GREG PETERS, 1100 WEST ARTESIA BLVD, COMPTON, CA 90220.

WHEREAS, on November 15, 2012 the Planning Commission of the City of Oxnard considered MND 12-01 and an application for the Food 4 Less Gateway Plaza Commercial Project for property located at the southwest corner of Vineyard Avenue and Esplanade Drive, filed by the Kroger Company, and made a recommendation of approval for Planning and Zoning Permit No. 12-300-1 (Tentative Parcel Map).

WHEREAS, the City Council has reviewed Planning & Zoning Permit No. 12-300-1 (Tentative Map) for property located at the southwest corner of Vineyard Avenue and Esplanade Drive, filed by the Kroger Company.

WHEREAS, the City Council has carefully reviewed Planning Commission Resolution No.2012-32, recommending approval of the Tentative Map, subject to certain conditions; and

WHEREAS, the City Council finds that the Tentative Map complies with all requirements of the Subdivision Map Act and the Oxnard City Code; and

WHEREAS, the City Council finds that the Tentative Map and the design and improvement of the proposed development are consistent with the General Plan; and

WHEREAS, the City Council finds that the proposed site is suitable for the type and density of development requested and the development will not cause substantial environmental damage, serious public health problems or conflict with any public utility or service easements; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Manager provided public notice of the intent of the City to adopt a mitigated negative declaration for this project, and the City Council considered the proposed mitigated negative declaration, together with any comments received during the public review process, finds on the basis of the whole record before it (including the initial study and any comments received) that with the imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the mitigated negative declaration reflects the independent judgment of the City, and adopts the mitigation monitoring and reporting program and mitigated negative declaration (MND 12-01); and

Resolution No.
PZ 12-300-1
Page 2

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt the mitigated negative declaration is based is located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY RESOLVE AS FOLLOWS:

Tentative Parcel Map is hereby approved, subject to the conditions set forth in Planning Commission Resolution No. 2012-32.

PASSED AND ADOPTED this 11th day of December 2012, by the following vote:

AYES:

NOES:

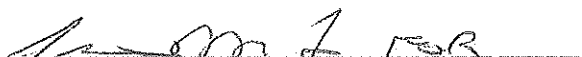
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

ATTACHMENT 4
PAGE 2 OF 2

**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Ashley Golden, Principal Planner

DATE: November 15, 2012

SUBJECT: Redevelopment of the Food 4 Less Site - Planning and Zoning Permit Nos. 12-540-1(PD), 12-500-1 (SUP), 12-510-1 (SUP for Alcohol), and 12-300-1 (TPM);
Located at the corner of Vineyard Avenue and West Esplanade Drive.

1) Recommendation: That the Planning Commission adopt resolutions:

- a. Approving a planned development permit for redevelopment of an existing shopping center, subject to certain findings and conditions;
- b. Approving a special use permit for a service station, subject to certain findings and conditions;
- c. Approving a special use permit for sale of alcoholic beverages (beer, wine and spirits) from a grocery store for off-site consumption, subject to certain findings and conditions; and
- d. Recommending approval of a tentative parcel map, subdividing three lots into six lots, subject to certain findings and conditions.

2) Project Description and Applicant: A request to for a planned development permit to redevelop the Food 4 Less/Target site at the corner of Vineyard Avenue and West Esplanade Drive. The subject site is also bounded by Wagon Wheel Road (bridge) and North Oxnard Boulevard to the north and the railroad right-of-way to the west. The former Target building (117,534 SF) would be demolished and the site will be redeveloped with construction of a 159,954 square foot shopping center, associated parking, landscaping and circulation improvements. The project includes a new Food 4 Less grocery store with alcohol sales for off-site consumption, a 14- pump service station, two new retail buildings, and the rehabilitation of two existing buildings (former 24 Hour Fitness building and current Food 4 Less building). A tentative parcel map would divide the three existing lots into six lots. A master sign program, changes to the landscape configuration, addition of transit enhancements, land dedications for roadway improvements, and a future multi-use trail are also proposed. The 14.47-acre site is addressed at 130, 150, 250, & 300 W. Esplanade Drive. The Planning Commission's action on the tentative parcel map request is a recommendation to the City Council. Filed by The Kroger Company, Greg Peters, 1100 West Artesia Blvd, Compton, CA 90220.

ATTACHMENT 6

PAGE 1 OF 13

- 3) Existing & Surrounding Land Uses:** The site is currently occupied with a shopping center consisting of three buildings totaling 177,495 square feet.

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
PROJECT SITE	C-2-PD	Commercial General	Shopping Center
North	C-2-PD	Commercial Regional	Across Esplanade Drive: The Esplanade Shopping Center.
East	C-2-PD	Commercial Office	Across Vineyard Avenue: Service Station and Financial Towers/Office Buildings
South	C-2-PD	Commercial General	West side of Vineyard Ave: Vacant Site General Commercial; Commercial/Office Uses.
West	CR/M-1-PD & C-2-PD	Easement & Commercial General	Union Pacific Railroad: vacant Commercial Building (former Levitz)

- 4) Background Information:** In February 1963 the City approved Annexation No. 62-27, bringing the subject parcel within the city limits. In March 1963, a building permit allowed a 114,000 square foot building and a 7,600 square foot covered area (for a nursery) with site improvements consisting of 967 parking spaces (known as the former Target Building). In November 1968, PD 82 allowed for a Mobil Service Station on what used to be part of the subject site. In 1976, Parcel Map 75-8 split off the service station from the rest of the subject parcel. The service station has since been demolished, but the easements granted under PM 75-8 are still valid. Various modifications and sign permits were granted for the former Target building.

PD 403, approved on April 21, 1983, allowed for construction of a 40,000 square foot Ralphs Grocery Store (now Food 4 Less). In 1988 Ralphs received a State Alcohol Beverage Control Permit for off-site sale of alcohol. Subsequent minor modification permits have resulted in minor site and building improvements. In March 1988, the City approved a minor modification for the recycling center in the Food 4 Less parking lot.

On October 16, 1986, Planning Commission approved PD 436 allowing construction of an 18,432 office supply store (SW intersection of Wagon Wheel Road and Esplanade Drive). This building was most recently occupied by 24 Hour Fitness.

- 5) Environmental Determination:** The project is subject to review per the California Environmental Quality Act (CEQA). In accordance with CEQA, an initial study was prepared to determine if the project may result in potentially significant adverse effects on the environment. Upon completing the initial study, four areas were identified as potentially being affected: 1) Short and long-term air quality impacts (significant impact from construction-related dust and emissions from construction equipment; significant air emissions from vehicle traffic generated by the project); 2) Cultural Resources (Native American); 3) Geology and Soils; and 4) Noise (short-term: construction related).

Mitigation measures identified in the Initial Study, and included in the Mitigation Monitoring Program and conditions of approval, reduce these impacts to less than significant. The applicant has agreed to incorporate these mitigation measures into the project.

A Mitigated Negative Declaration (MND) was prepared for the project and circulated for review and comments from October 25, 2012 to November 13, 2012. At the time of writing this report, staff received a comment letter from Susie Ruiz supporting the inclusion of mitigation measure E-1, requiring that a Native American Monitor be onsite during grading activities.

There is no substantial evidence that the proposed project may have a significant effect on the environment, and a mitigated negative declaration (MND 12-01) will be adopted. The mitigated negative declaration was provided to the Planning Commission on October 25, 2012 and is available on the city's planning website (<http://developmentservices.cityofoxnard.org/7/76/364/>).

6) Analysis:

- a) **General Discussion:** At the time of application submittal (March 23, 2012), the Food 4 Less shopping center was 23% occupied (See Table 1). 24 Hour Fitness vacated building E in January 2009 and Target vacated the site in July 2011.

Table 1 – Existing Land Use (Available and Occupied Building Area)

Land Use	Available Building Area (Square Feet)	Occupied Building Area as of 3/23/12 (sq ft)
Retail (Food 4 Less)	41,529	41,529
Retail (Target)	117,534	0
Retail (24 Hour Fitness)	18,432	0
Total	177,495	41,529

Redevelopment of the existing shopping center would include demolition of the former 117,534 square foot Target building. An 84,000 square foot building, to be occupied by Food 4 Less, would be constructed in generally the same location as the former Target building. Food 4 Less is requesting to sell alcohol for off site consumption and would operate between 6 a.m. and 12 p.m.. Two new buildings would be constructed on both sides of the 41,429 square foot building currently occupied by Food 4 Less. A service station, operated by Kroger, would be constructed north of the existing Food 4 Less. The existing Food 4 Less and former 24 Hour Fitness buildings would be remodeled to match the new design of the shopping center. Table 2 describes the proposed project by building and land use type. Build-out of the proposed project will result in an overall *decrease* in building area of 17,517 square feet.

Table 2 – Proposed Shopping Center

Building/Land Use	New/Existing/Replacement	Square Feet
Bldg A: Retail/ Restaurant	New	6,695
Bldg B: Retail	Existing	41,529
Bldg C: Retail	New	9,120
Bldg D: Retail (Grocery)	Replacement	84,000
Bldg E: Retail/Office/Medical	Existing	18,432
Bldg F: Service Station	New	178
Recycling Containers	Replacement	384
Total		159,954

The redevelopment of the site also includes reconfiguration of most of the parking field as well as roadway improvements, transit improvements, and dedication of 12' of land adjacent to the railroad for the City's future construction of a multi-use trail (MUT) (See **Section e) Circulation and Parking**).

Phasing: At this time, development of the project is anticipated in six phases over a period of 62 weeks as follows:

- Phase 1 demolition of the former Target building;
- Phase 2 construction of the new Food 4 Less building (D);
- Phase 3 site improvements;
- Phase 4 construction of buildings A & C and the rehabilitation of building E;
- Phase 5 construction of the service center (F);
- Phase 6 rehabilitation of the existing Food 4 Less building (B) and remaining site improvements.

A condition of approval requires the developer to provide a detailed phasing plan and schedule to ensure adequate access, site improvements, and condition compliance with each phase.

Tentative Parcel Map: The Tentative Parcel Map proposes to divide the property into six lots. Ordinarily, a land division creating five or more lots would require approval of a Tentative Subdivision Map and Final Map. However, Section 66426 (c) and (f) of the Subdivision Map Act permits use of a Parcel Map for land divisions with 5 or more lots if the parcels have approved access to a public street or highway, are on land zoned for commercial development, and the street alignments and widths are approved by the governing body. All of these circumstances are met by this project, and therefore a tentative parcel map and parcel map is the appropriate subdivision procedure (OCC 15-11(A)). The mitigation measures for the project and standard and special conditions are included in the

tentative parcel map resolution. The map includes vacation of public right of way in conformance with the 2030 General Plan and other adopted standards of the City of Oxnard.

- b) General Plan Consistency:** The City's 2030 General Plan land use designation for the subject site is General Commercial (CG) which allows retail centers and free-standing commercial uses along major corridors. The proposed uses are retail commercial, and the project is consistent with the 2030 General Plan, as shown below. Approval of development and sale of alcohol for off-site consumption is also consistent with the 2030 General Plan and the property's land use designation.

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed project. The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program
- II. Related or Indirect Applicability to the Proposed Project or Program
- III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD - 4.2 CD - 4.4	I	Commercial Revitalization and Redevelopment: Encourage upgrading, beautification, revitalization, and appropriate reuse of existing commercial areas and shopping centers and, especially within redevelopment project areas, continue to develop and implement programs that link commercial areas with their adjoining neighborhoods and increase overall jobs, sales and property valuation. Commercial Area Aesthetics: Require that older commercial development upgrade/improve landscaping and architecture, if warranted, during discretionary review opportunities	The site was developed between 1963 and 1986, and two of the three buildings are currently vacant. This project would beautify and revitalize this existing commercial area. Furthermore, it would provide general commercial uses (retail, office, restaurants) and revitalize this gateway intersection into the city.
CD-1.3 CD -18.1 ICS - 6.1 ICS - 8.9	II	Redevelopment to Mixed Use- Attract New Business Transit Facilities for New Developments Street Crossings	Redevelopment of the existing shopping center for a grocery store, service station, and various retail uses will facilitate attracting new retail businesses to the city and provide services to the existing neighborhood. In addition the project includes off-site transit improvements for

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
			the local bus service as well as roadway improvements and land dedication for a future City Multi-Use Trail.
All others	III	All policies not listed above	No or Distant Applicability to the Proposed Project

- c) **Conformance with Zoning Development Standards:** The proposed development is located in the General Commercial Planned Development (C2-PD) zone district. In accordance with the City Code, the project as proposed may be permitted with an approved planned development permit (PD). Tenants for majority of the shopping center are unknown at this time. However, typical uses permitted in the C-2 zone can be anticipated and include retail, office, and food establishments. A grocery store is a permitted land use in the C2PD zone district; however, the request to sell alcohol for off-site consumption and the service station require separate special use permits. Applicable development standards of the C2 zone and the Planned Development designation have been compared with the proposed project, as follows:

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES ?
Max. building height 16-137	2 stories or 35 feet.	Not to exceed 35'	Y
Front yard setback 16-139	10 feet from property line	Minimum 20'	Y
Side yard setback (16-140)	Zero when abuts another C-2 zoned lot.	5'	Y
Rear yard setback 16-141	15 feet if >16.1 feet in height; 0 feet if < 16 feet in height or less	Min 15'	Y
Off-street parking: Standard Motorcycle (16-264) Bicycle (16-623 & 16-637) Loading (16-644)	Total stalls required: 1/250SF: 640 Motorcycle: 3/100 :19 Bicycle: one space/33 automobile: 19 Loading: 5	Standard: 644 Handicap: 19 Motorcycle: 25 Bike: 22 Loading: 5*	Yes*, with approval of the PD per 16-644 (B)(1)
Parking space sizes & design: • Standard (16-636 & 16-638) • Loading (16-644) • Motorcycle • Compact	• 9'W x 19'L & 9'W x 23'L • 12'W x 40'L x 14'H ; alt size with PC approval • 4'6" W x 7'L • 8' W x 16'L	• 9'W x 19'L* • 12'W x 40'L x 14'H ; & 12'W x 38" l* • 4'6" W x 7'L • 8' W x 16'L	Yes*, with approval of the PD per 16-644 (B)(1) & COA to increase parallel stall

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES ?
			length to 23'
Parking area Landscape Req. (16-641): • Along streets/alleys • Along interior property lines (for lots with 20 or more spaces) • Landscape fingers (16-641) • Parking/vehicle area (16-641) • Trees (for lots with 20+ parking stalls)	• Min. 10' wide strip. • Min. 5' wide in parking areas. • 9'W x 20'L - every 10 spaces with 2 trees. • Minimum 5% of area, exclusive of any other required landscaped area abutting a street or alley. • Trees Min. 40' on center (O.C.) along the street frontage and interior property lines (99 trees required).	• 10' -25 ' along the streets • Not provided along railroad property line • 5' x 5' diamond planters and end finger planters • 8.6% of the lot • 66 trees provided.	Yes, with approval of PD. See discussion in Landscape section
Site Fencing (16-310)	• Cannot be located in the front yard setback area • No chain link in front yard • 8' max height	No fencing in the front yard. Chain link along the side and rear property lines.	Y

The project meets or exceeds all applicable zoning standards, except configuration of landscape planters, location and spacing of perimeter trees, and size of the loading zone (see Circulation and Parking Analysis, below).

- d) **Site Design:** The site is surrounded on three sides by public streets, with the primary frontage along Esplanade Drive. Buildings A-C are setback from Esplanade Drive with the main parking field between the buildings and Esplanade Drive. The new Food 4 Less (Building D) is located along Esplanade Drive, but the entrance faces Vineyard Avenue, with its main parking field between the building and Buildings A-C. Building E's primary frontage is along Esplanade Drive, with the parking field between Building E and Building D. The service station is parallel to Esplanade Drive, north of Building C. Pedestrian walkways lead from both Esplanade Drive and Vineyard Avenues to the buildings and between the buildings.

e) Circulation and Parking:

Circulation: Traffic impacts of the project are discussed in the Initial Study and are considered less than significant. Intersections in the project vicinity operated between a LOS A to LOS C in the peak hours. This project is expected to increase net peak trips by 37 trips, which does not reach the city's threshold to require a traffic study (increase in 50 peak trips).

The Initial Study includes an analysis of the increase in traffic attributable to the project as compared to traffic generated with 100% occupancy of the existing shopping center. This analysis is important because the applicant could completely lease the existing shopping center buildings without any discretionary permits and without triggering environmental review. 24 Hour Fitness vacated building E in January 2009. Target vacated the site in July 2011.

This project will dedicate the land for the 2030 General Plan improvements for Esplanade Drive and Vineyard Avenue. The Esplanade Drive dedication will allow for 3 left turn pockets, a thru lane, a right turn pocket and a bike lane. The dedication on Vineyard Avenue will allow for a bike lane and bus pull out. A condition of approval requires the project to contribute to the City of Oxnard Traffic Impact Fee and County traffic fees prior to issuance of a building permit. The City will continue to seek funding, including traffic impact fees and grants, for the 2030 improvements for Vineyard Avenue and Esplanade Drive.

The project curb cuts, driveways, interior circulation and site access are designed to meet City engineering standards and City Fire Department standards to ensure fire apparatus can reach all parts of the site, and no safety issues have been identified. The project provides for a future access point to the property southeast of the project. Until the adjacent property develops this project will provide a temporary hammerhead to allow the city fire apparatus to turn around and stage safely in this area (behind Building B). This hammerhead results temporary loss of five (5) parking stalls and landscape area (see further discussion in the **Parking** section below).

Driveways onto the site are provided along Esplanade Drive and Vineyard Avenue, with turning movement limitations on most of the driveways leading onto and from the site. The restricted turning movements at the site driveways are designed to prevent traffic conflicts between vehicles accessing the project site and vehicles traveling on the surrounding streets.

Location	No left turn in	No left turn out
Esplanade Drive (Driveway 1*, proposed signal)		
Esplanade Drive (Driveway 2*)		X
Esplanade Drive (Driveway 3*)	X	X
Esplanade Drive (west of driveway 1)		
Vineyard Avenue (Driveway 4)	X	X

*per Kimley-Horn and Associates, Inc., *Evaluation of Site Circulation Changes*, May 2012, page 2.

City staff had a concern with allowing left-turns into the site at driveway 2. The left-turning traffic using this driveway would be a combination of traffic destined for the service station, as well as retail traffic for the rest of the site. As designed, staff supported the left-turning movement, but a condition of approval is included that allows the traffic engineer to restrict access into this site if it is observed that the driveway is exceeding the capacity of the two-way left-turn lane.

Transit Enhancements: Gold Coast Transit bus service is provided along both Esplanade Drive and Vineyard Avenue. This project is conditioned to provide land dedication and the design of the bus pullouts. Through grant money awarded to the City specific to these bus stops, the City will construct the bus pullouts and provide the bus stop amenities which may include benches, shelters, trash receptacles, and bike racks.

Multi-Use Trail (MUT)/Bike Improvements: As part of the tentative map the developer is providing an irrevocable offer for a 12' wide stretch of land parallel to the railroad for the City's future construction of a MUT. The MUT was approved in the City's Bicycle and Pedestrian Facilities Master Plan (2012). The future construction of this MUT would allow users to exit the trail to access the businesses. At this time the City does not have funds to design or build the trail. Until such time as the City accepts the land, the 12' area will be maintained by the Developer. Conditions of approval are included to address this area (tree removal, loading zone impacts, lighting, landscape maintenance).

Per City Code the development of this site as a shopping center requires 19 bicycle parking spaces and 22 are provided. City Code further requires that the bike parking be located near the primary building entrances. A condition of approval is included requiring the developer to better distribute the bike parking for the development. Section A.6.1.1 of the City's Bicycle and Pedestrian Facilities Master Plan (2012) recommends bike parking be located within 50' of the building entrance. Staff will use this parameter during the final approval of the bike parking distribution.

Loading Zones/Deliveries: Five loading zones are required and provided for the proposed development. The existing loading zone for building E is conditioned to be reconstructed to accommodate the land dedication for the MUT. After reconstruction, the loading area will continue to meet the loading zone size requirements. The loading zone proposed to service building A is substandard in size (12' x 38'), however, the Planning Commission may modify these requirements based on the nature of the user or combination of uses. The Traffic Engineer supports the slightly smaller loading zone length and feels that the deliveries associated with a food user, which is envisioned to occupy building A, can safely use this smaller loading zone.

The circulation evaluation provided for the project envisioned delivery trucks using Wagon Wheel Road to access Esplanade Drive. City staff does not support a truck route through Wagon

Wheel Road, and a condition of approval is included requiring all deliveries to access Esplanade Drive via Vineyard Avenue or Oxnard Boulevard.

Parking: The project requires a total of 640 parking stalls and the proposed site plan provides 688 parking stalls (a combination of standard, ADA, and motorcycle stalls). A condition of approval requires the applicant to redesign the five (5) proposed parallel stalls which are substandard in length. The increase from the proposed 19' to the standard 23' length will result in a loss of at least two (2) parking stalls. A condition of approval also requires the five (5) standard parking stalls, provided behind Building B, to be temporarily striped and designed to accommodate a hammerhead to allow the City fire apparatus to turn around and stage safely in this area (See discussion above **e) Circulation and Parking**). The overall loss of stalls associated with the redesign of the parallel stalls and the temporary hammerhead will still result in an over-parked site.

Parking Requirements (1/250 sqft)	Required	Provided
Standard	608	644
Disabled	15	19
Motorcycle	17	25
Total	640	688

- f) Building Design:** The existing Food 4 Less (Building B) and the former 24 Hour Fitness (Building E) will be given façade upgrades to coordinate with the new buildings. The architecture is modern with warm, earth tone colors and a variety of materials and architectural elements to create interest and break up building massing. The materials include simulated wood siding, decorative metal, glass storefronts, and plaster wall surfaces. Additionally, landscape elements such as well-mounted vine trellises and decorative accent lighting is proposed.
- g) Entry Feature & Art in Public Places:** Per City Council Resolution 14,124 all new development is required to participate in the Public Art Program through the payment of \$0.20 per square foot of roofed building area or for master planned projects the installation of public art on site. This project includes an entry feature at the corner of Vineyard Avenue and Esplanade Drive. A concept plan has been submit for this feature, which includes a "City of Oxnard" sign, seating, and landscaping. A condition of approval requires the Developer to submit additional details for the entry feature for approval by the Development Services Director or designee. The Developer requested that this feature count towards the requirement of Public Art. After review of the additional entry feature details, the Development Services Director will determine if the feature meets the criteria of a public art piece. If so determined, the entry feature may serve to meet all, or a portion of, the required public art. Regardless if the entry feature is determined to be public art, the entry feature will be installed as part of the project.

- h) Landscaping and Open Space:** As noted in the Zoning Compliance section, the proposed project complies with the intent of the landscape requirements for the site and the parking areas, with the exception of the parking lot finger planter requirement and provision for perimeter trees. The City Code requires one 9-foot by 19-foot "finger planter" for every single row of ten parking spaces (or a 39-foot by 9-foot finger planter for a double row of twenty spaces). The applicant has requested use of 5-foot by 5-foot diamond-shaped planters instead of finger planters in parts of the parking field away from the perimeter areas. In most cases standard size (or larger) finger planters are proposed at the end of each row of parking spaces. This configuration allows for more parking spaces, since a 9-foot by 19-foot finger planter would occupy a parking space, but the diamond planters would straddle the parking space lines, not interfering with parking. Each diamond would have a tree in it, providing shade and interrupting the expanse of paving created by the parking lot. The diamond configuration provides nine (9) less trees than if typical end and finger planters were installed.

Based on street frontage and interior property lines the project would be required to place a total of 99 trees spaced 40' on center (O.C.) along the property lines. The applicant is proposing a total of 66 trees along the street and interior property lines. The request for the reduction of perimeter trees is primarily a result of the 12' land dedication along the railroad for the future MUT, where no trees are provided along the property line.

Although the parking configuration results in nine less trees, and the project is short 33 perimeter trees, there are 32 trees provided throughout the site that are otherwise not required. Even with the requested reductions, the project provides 3.6% more site landscape than required by city code (5% required and 8.6% is provided). Staff supports approval of this alternate configuration of parking lot landscape planters, as it provides a cohesive look with the Esplanade Shopping Center across Esplanade Drive and allows for adequate parking onsite. In addition staff supports the request to eliminate the trees along the MUT as it could cause maintenance and safety concerns for the MUT.

As part of the application process, an Arborist Report was prepared for the project. There are 199 trees on site with a total value of \$868,188.19. Only 27 existing trees will remain. The remaining 172 trees are either removed within the project site (136 trees), city street and transit improvements (27 trees), or for the future MUT (9 trees). A condition of approval requires the value of the 136 trees removed specifically for the redevelopment of the project (\$543,684.08) be put back into the site.

- i) Signs:** Approval of a sign program is part of this planned development permit request. The signs shown on the architectural elevations are conceptual only, and not part of the sign program. Future signage will be regulated by the "Food 4 Less Gateway Plaza" sign program. City Code section 16-608(J) allows the Planning Commission to approve sign programs that include sign types and configurations not otherwise permitted. Based on the building area primary frontage the site is entitled to 2,002 square feet. The sign program

allocates 1949.25 square feet of sign area. The sign program meets the regulations of the city code and allows for:

- i) **Building signs** are provided for based on 2 square feet of sign area for each lineal foot of building on the principal street (OCC §16-608(A)(1)&(B)(1)).
 - (1) Buildings B, C and D contain more than 300 square feet of sign area per building face, but are setback an appropriate distance per OCC §16-608(B)(1) to allow for this increase sign area.
- ii) **One (1) Free-standing sign** not exceeding 24' in height located in a landscape area at least 200 square feet.
- iii) **Three (3) Ground signs** are provided for along Esplanade Drive and are separated from the free-standing sign by more than 150 feet (OCC § 16-608(H)(3, 5, & 6)).
 - (1) The proposed monument sign structures at 6' in height. City Code requires the measurement of a sign be from adjacent curb height. The sign program and a condition of approval 7'. The sign area does not increase with this allowance, but does allow the sign to be placed on landscape berm.

A condition of approval requires the applicant to provide additional minor technical and architectural details for the sign program. Staff therefore recommends approval of the sign program, with the minor architectural enhancements subject to the Planning Manager approval.

- j) **Alcohol Sales for Off-Site Consumption:** The request to sell alcohol for off-site consumption is limited to Food 4 Less, and will be a transfer of their State Alcohol Beverage Control (ABC) license from their existing location within the shopping center. The existing Food 4 Less predates the City's requirement to obtain a special use permit (SUP) from for alcohol sales, but has maintained a current ABC license since 1988. Since this grocery store does not currently have a SUP for alcohol sales and a SUP is required for off-site alcohol sales in the C2 zone, it is a non-conforming use. The subject SUP allows the Police Department to impose current standard operational conditions for the new location. A future user of Building B (existing Food 4 Less location) will not be able to sell alcohol without first obtaining an SUP from the City.

The applicant has requested an ABC License Type-21, Off-Sale License that allows for the retail sale of beer, wine and distilled spirits, and a special use permit (SUP) from the City of Oxnard, since their previous location predated the City's requirement to obtain an SUP. The Oxnard Police Department's (OPD) statistical analysis shows the area to have a crime rate that is approximately 54% higher than the city-wide average, which is generally considered to be significant. The elevated crime rate is typical of areas where there are large commercial centers and significant retail activity.

The Beat Coordinator who is responsible for monitoring and managing the day-to-day police activity near the location said that the area immediately surrounding the proposed site is not considered to be a policing problem. The area is not considered to be over-saturated with off-

sale alcohol outlets and there are no similar uses within 350 feet of the site. This business currently operates near the newly proposed site and has a valid ABC license Type-21. They will simply be transferring their existing ABC license to the new building. Therefore, the alcohol outlet density for the area will not increase. There are two alcohol outlets within 1000' of the establishment (Cost Plus World Market (off-sale beer and wine) and BJ's Brewery (on-sale general)).

The Police Department's experience is that this type of license (Type 21 – Off-Sale Beer, Wine and Spirits), when properly regulated through conditions imposed by the Planning Commission, does not normally aggravate police and community issues as long as the establishment complies with these regulations and operates responsibly. The Police Department is not opposed to this use and recommends adoption of all of the standard and special conditions listed in the attached Special Use Permit Planning Commission resolution.

- 7) Development Advisory Committee:** The Development Advisory Committee (DAC) reviewed this project on May 2, 2012, July 11, 2012 and September 26, 2012. Recommendations of the DAC are included in the attached resolution.
- 8) Community Workshop:** On June 29, 2012, the applicant mailed notices of the Community Workshop meeting to all property owners within the Wagon Wheel and Rio Lindo Neighborhoods. A notice of this meeting was posted on the project site with a brief description and contact information. The Community Workshop was conducted on July 16, 2012. Four members of the community attended, who generally lent their support to the project.
- 9) Appeal Procedure:** In accordance with Section 16-545 of the City Code, the Planning Commission's action may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period.

Attachments:

- A. Maps (Vicinity, General Plan, Zoning)
- B. Reduced Project Plans
- C. Sign Program
- D. Police Report
- E. Resolutions

Prepared by: _____ AG
Approved by: _____ SM

ATTACHMENT 6
PAGE 13 OF 13

SITE SUMMARY

NET LAND AREA: ± 604,376 SF (±13.87 AC)
 (AFTER STREET IMPROVEMENTS)
 EXISTING BUILDING AREA: 177,495 SF
 PROPOSED BUILDING AREA: 159,954 SF
 LAND/BUILDING RATIO: 2.78/1 (26.4%)
 PARKING REQUIRED: 1/250 = 640
 PARKING PROVIDED: 688 *INCLUDES DISABLE AND MOTORCYCLE
 PARKING RATIO: 4.3 /1000 *INCLUDES DISABLE AND MOTORCYCLE

SITE BUILDINGS

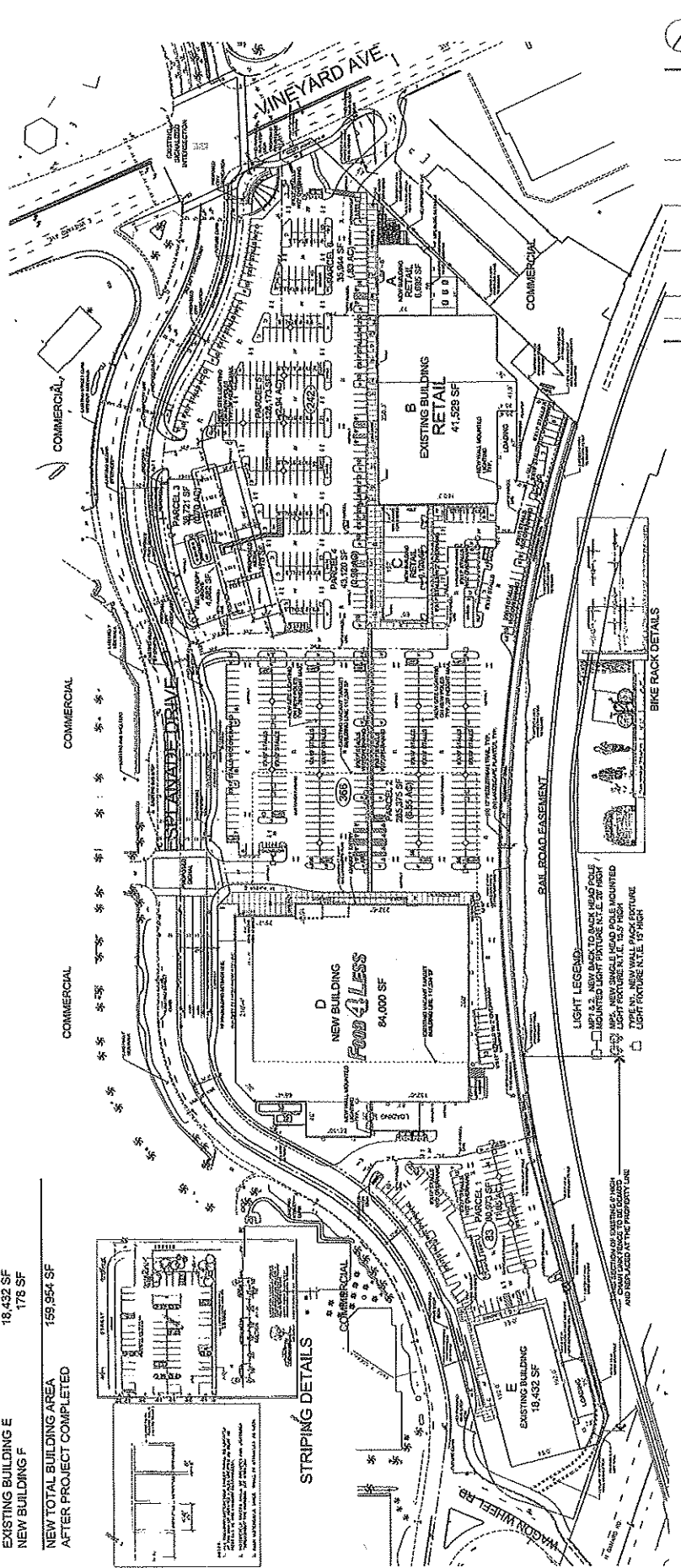
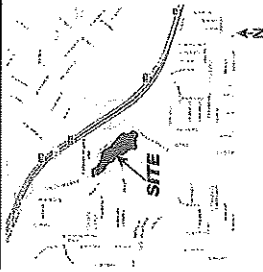
EXISTING TARGET BUILDING 117,534 TO BE DEMOLISHED
 NEW BUILDING A 6,695 SF
 EXISTING BUILDING B 41,529 SF
 NEW BUILDING C 9,120 SF
 NEW BUILDING D 84,000 SF
 EXISTING BUILDING E 18,432 SF
 NEW BUILDING F 178 SF

NEW TOTAL BUILDING AREA 159,954 SF
 AFTER PROJECT COMPLETED

PARKING SUMMARY

	REQUIRED	PROVIDED
REGULAR STALLS: (1/250)	640	644
COMPACT STALLS:	N/A	0
DISABLE STALLS:	15	19
MOTORCYCLE STALLS:	17	25
LOADING ZONES:	5	5
BIKE 1/33 AUTOMOBILE SPACES:	19	22
BUILDING COVERAGE	159,954 SF 3.87 AC	26%
PAVED AREA	369,973 SF 8.79 AC	61%
LANDSCAPED AREA	82,178 SF 1.88 AC	13%
TOTAL LAND AREA	604,376 SF 13.87 AC	100%

VICINITY MAP



Parkowitz + Ruff
 ARCHITECTS
 1100 WEST ARTESIA BOULEVARD
 OXNARD, CALIFORNIA 93030
 www.parkowitzruff.com

Food 4 Less

Client

Project
 Food 4 Less # 335- SWC of Vineyard & Esplanade
 Oxnard, California

Proposed Site Plan
 09.04.12

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LINE TABLE				CURVE TABLE			
DATE	NAME	LENGTH	AREA	DATE	NAME	LENGTH	AREA
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C2	14.4	4.27	0.17	C2	36.85	23.17	219.29
C3	14.4	4.27	0.17	C3	36.85	23.17	219.29
C4	14.4	4.27	0.17	C4	36.85	23.17	219.29
C5	14.4	4.27	0.17	C5	36.85	23.17	219.29
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C46	14.4	4.27	0.17	C46	36.85	23.17	219.29

LOT NO.	SIZE (ACRES)	LAND USE
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3	0.71	COMMERCIAL
4	0.89	COMMERCIAL
5	0.43	COMMERCIAL

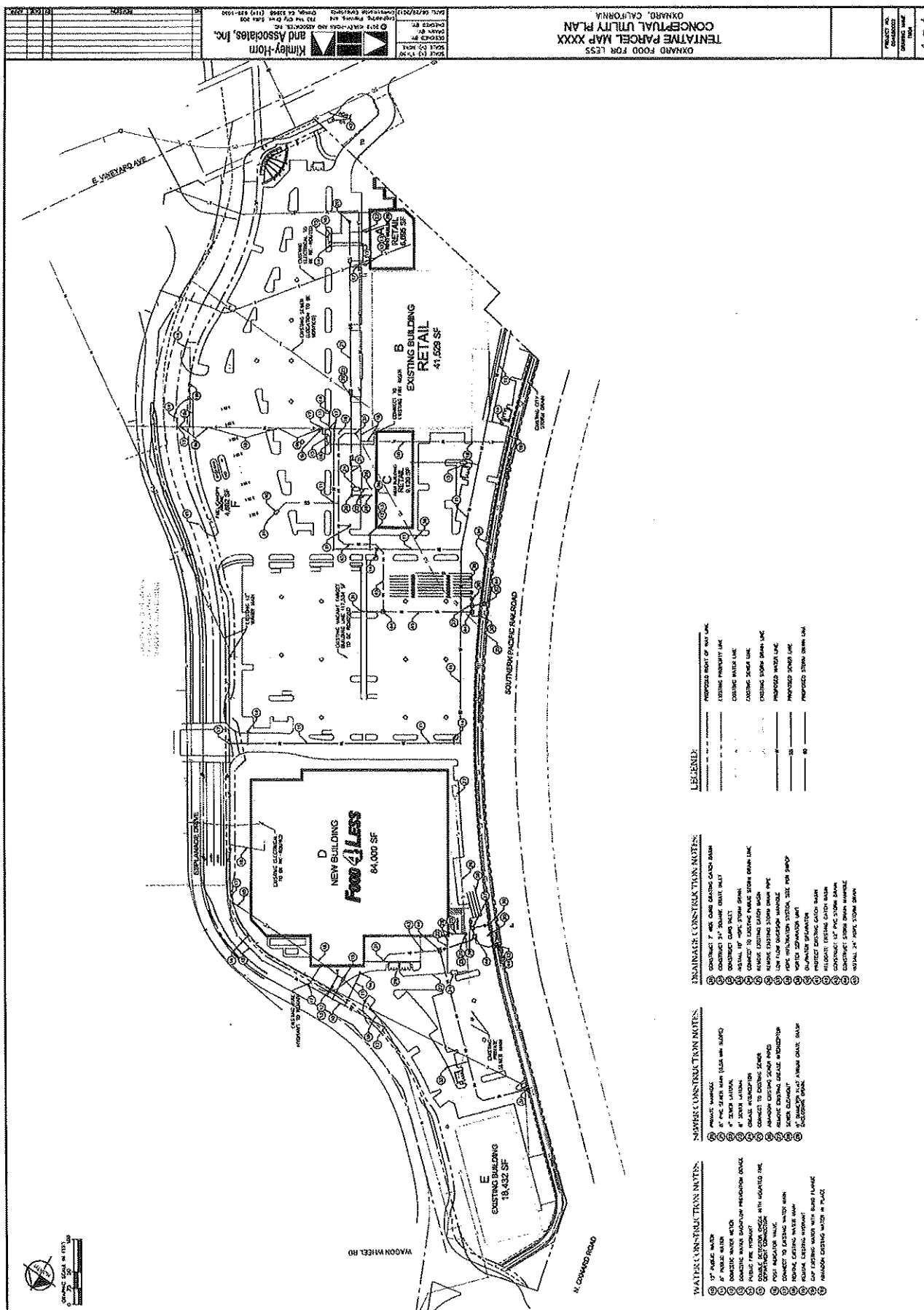
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[illegible][illegible]

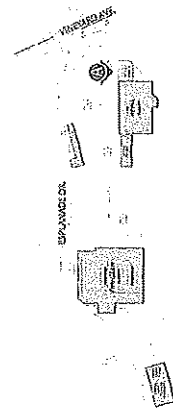
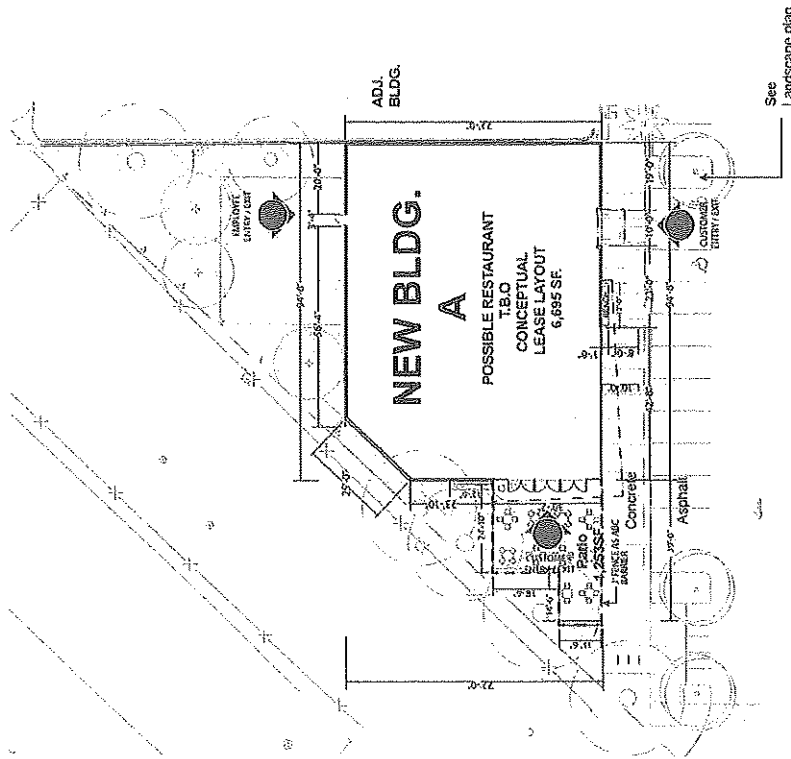
MONDAY 2008 JUL 21 09:17

SEE SHEET 1 FOR A LIST OF LINKS



LEGEND

- Doors
- Glass
- Walls
- Benches
- Canopy
- Planters



KEY PLAN

6
Floor Plan
Bldg. A
04/17/12

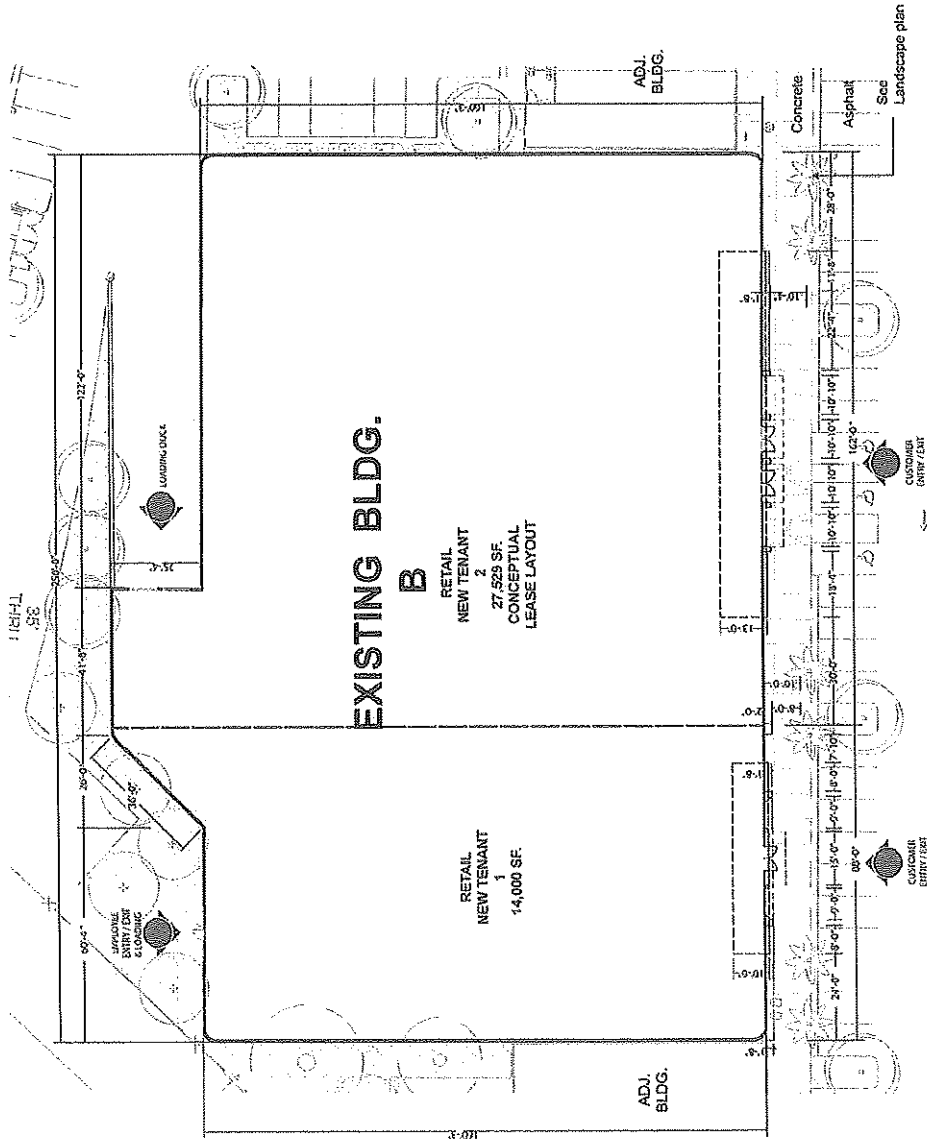
Food 4 Less # 335
SWC of E. Vineyard Ave & W Esplanade Dr., Oxnard, CA

Project
Food 4 Less
1100 West Ardena Blvd.
Compton, California 90220

Perkowitz + Ruth
ARCHITECTS

ATTACHMENT

PAGE 4 OF 34

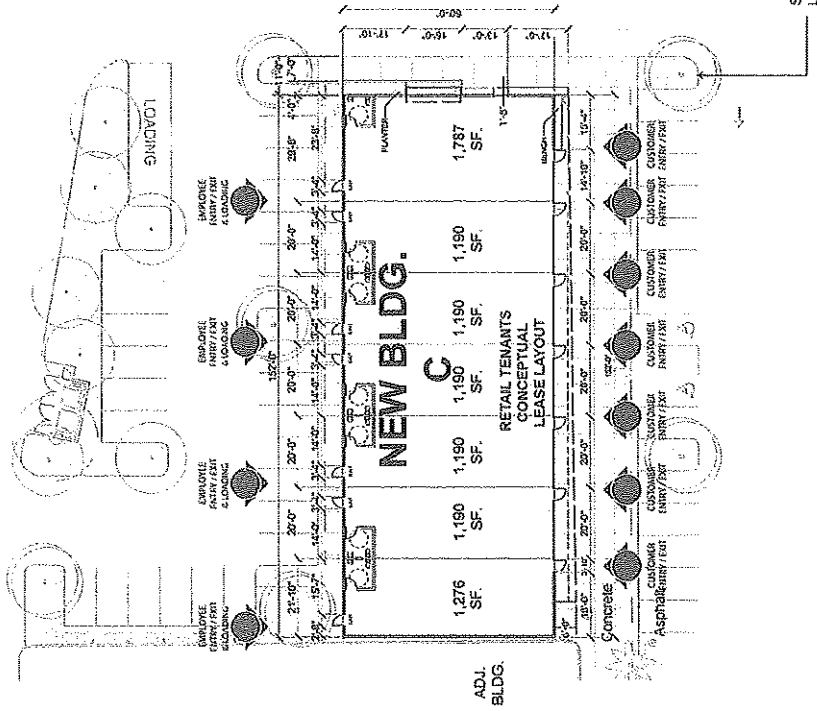


Tenant break up is conceptual in nature and is subject to change. Building fixture plan will depend on leasing tenant to be determined.

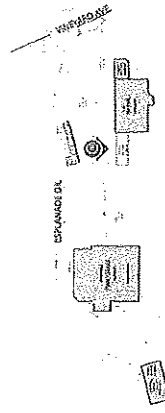
ATTACHMENT 7
PAGE 7 OF 34

LEGEND

- Doors
- Glass
- Walls
- Bench
- Canopy
- Planters



See Landscape plan



KEY PLAN

8
Floor Plan
Bldg. C
W. EPLANADE

- Tenant break up is conceptual in nature and is subject to change
- Building fixture plan will depend on leasing tenant to be determined

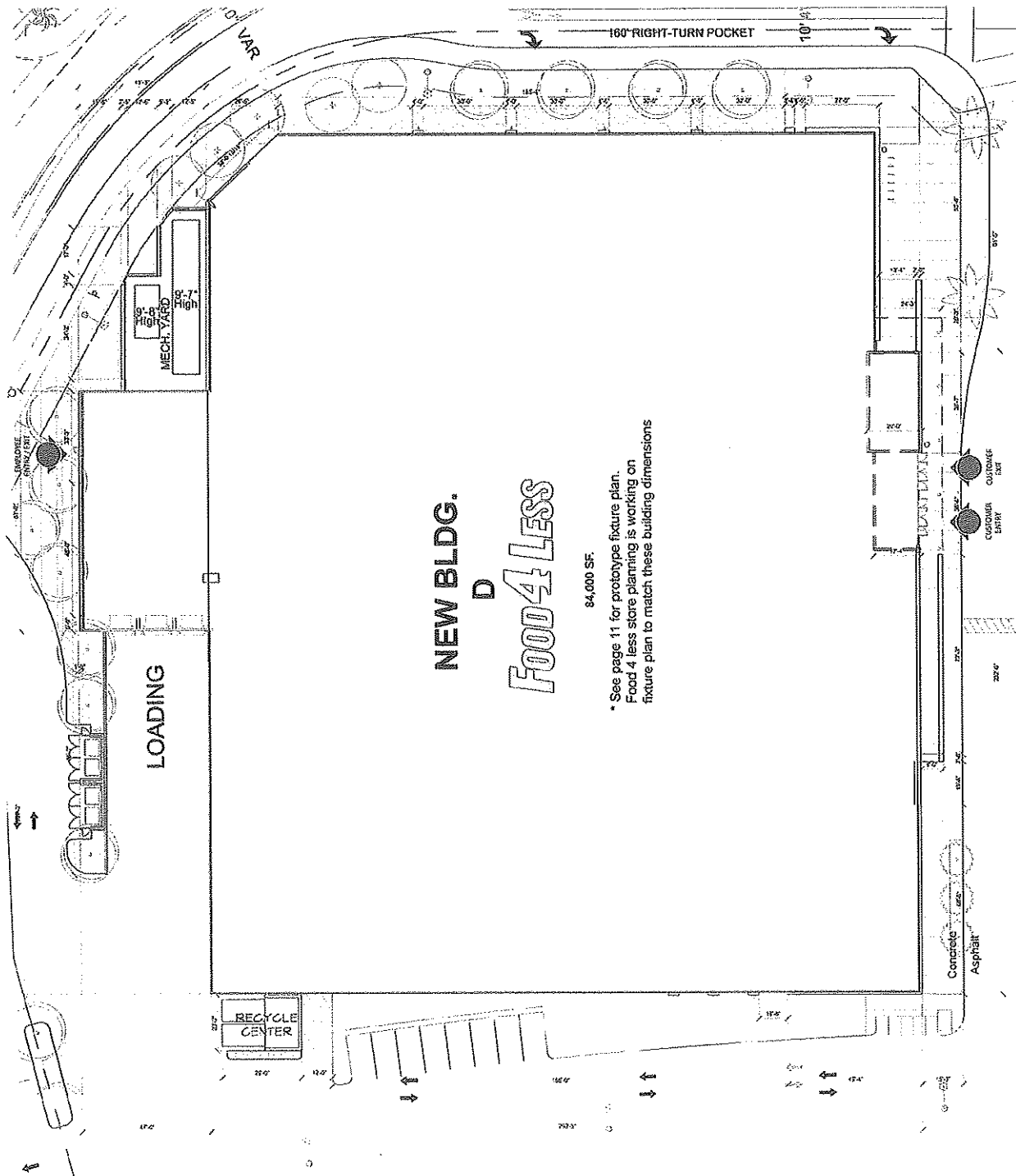
ATTACHMENT 7
PAGE 8 OF 34

Food 4 Less # 335
SWC of E. Vineyard Ave & W Eplanade Dr, Oxnard, CA

1100 West Avenue Blvd,
Compton, California 90220

Food 4 Less

Perkowitz + Ruth



LEGEND

- Doors
- Glass
- Walls
- Benches
- Canopy
- Planters

NEW BLDG.

D

Food 4 Less

84,000 SF.

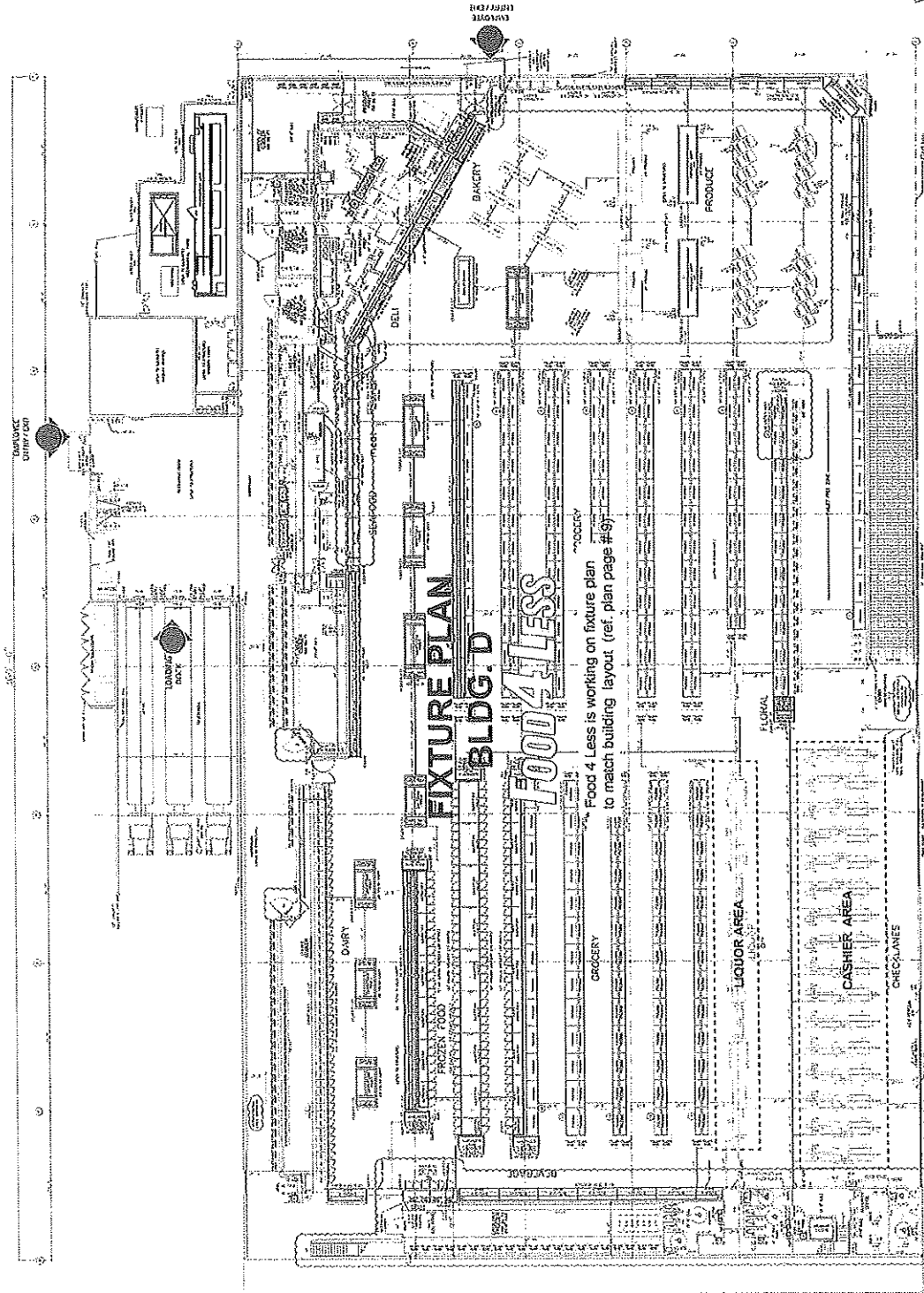
- See page 11 for prototype fixture plan.
- Food 4 Less store planning is working on fixture plan to match these building dimensions

ATTACHMENT

PAGE 9 OF 34

LEGEND

- Doors
- Glass
- Walls
- Bench
- Canopy
- Planters



KEY PLAN

N

N.T.S.

10

Food 4 Less Fixture Plan
Bldg. D
02.2.2012

Food 4 Less # 335
SWC of E. Vineyard Ave & W Esplanade Dr., Oxnard, CA

Project

Client
Food 4 Less
100 West Arroyo Blvd.,
Compton, California 90220

Perkowitz + Ruth

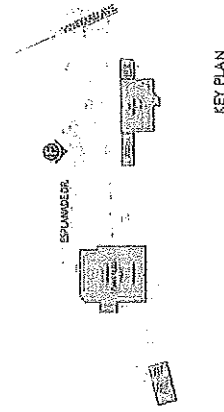
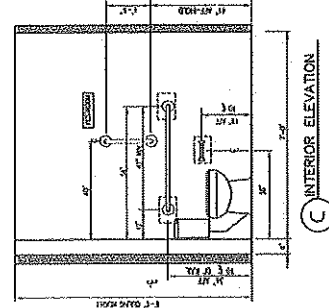
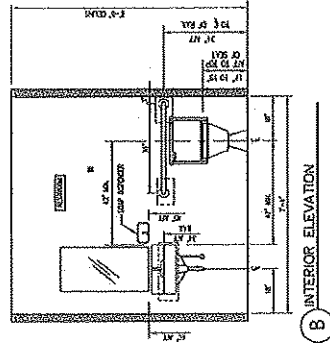
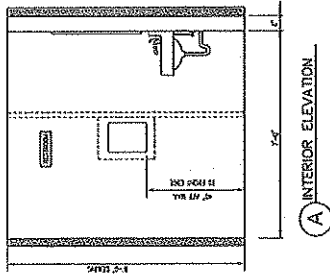
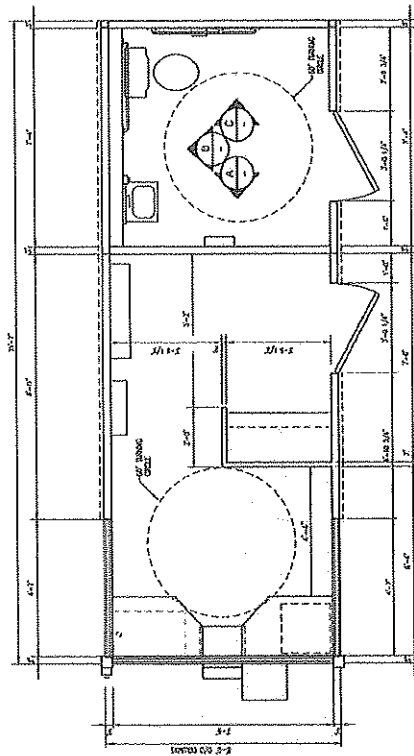
ATTACHMENT 7

PAGE 10 OF 34

NEW BLDG.

F

CONCEPTUAL
KIOSK LAYOUT



Food 4 Less Fuel Kiosk:
Floor Plan Bldg. F

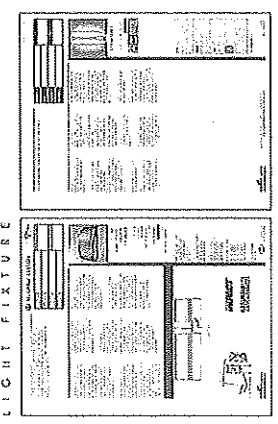
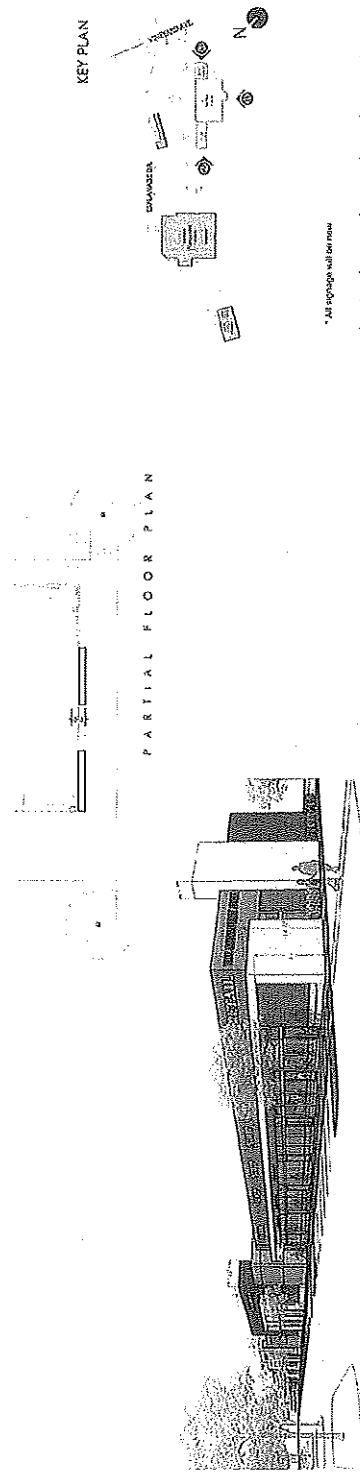
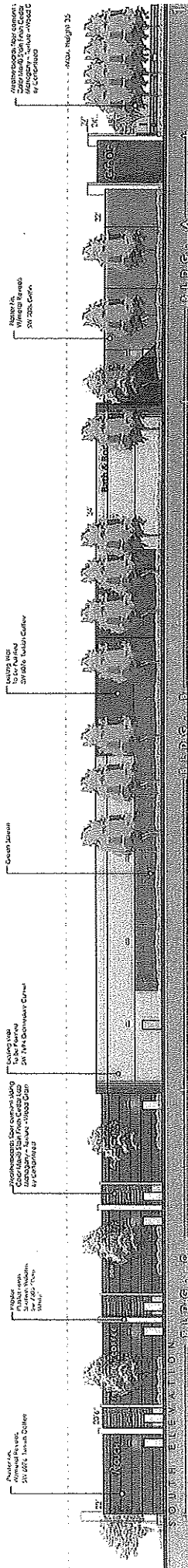
Project

Food 4 Less
1100 West Arroyo Blvd.
Compton, California 90225

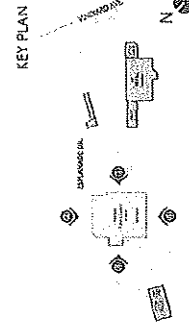
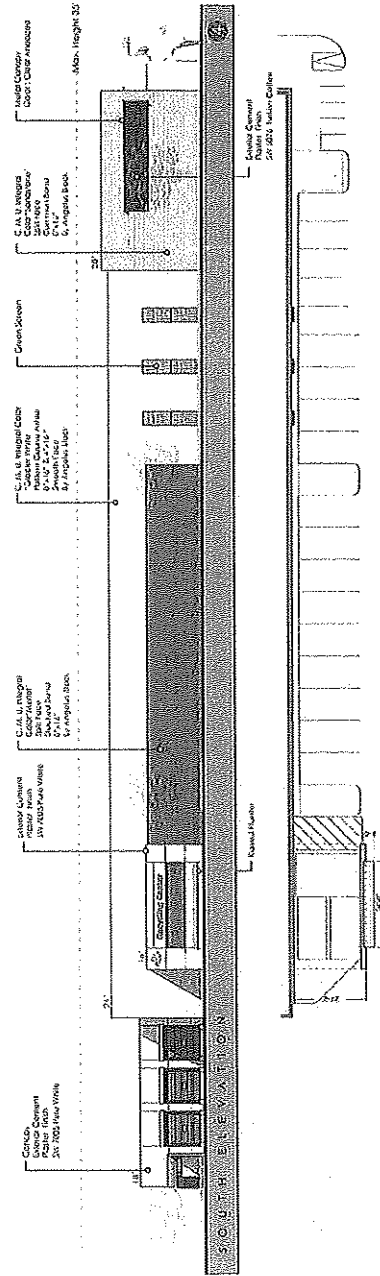
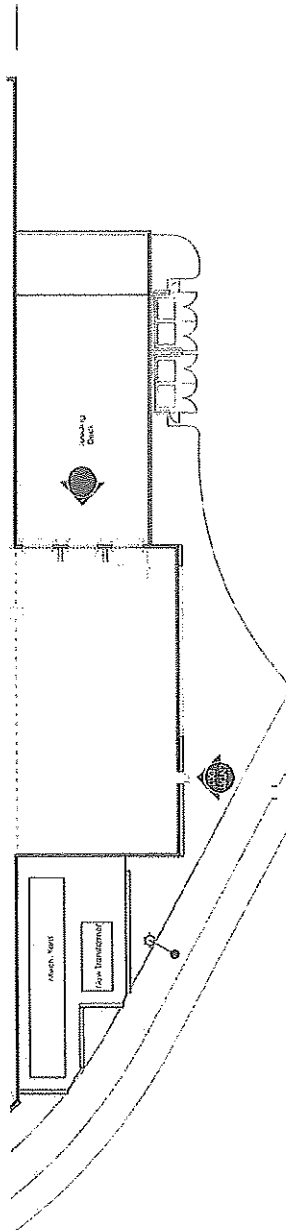
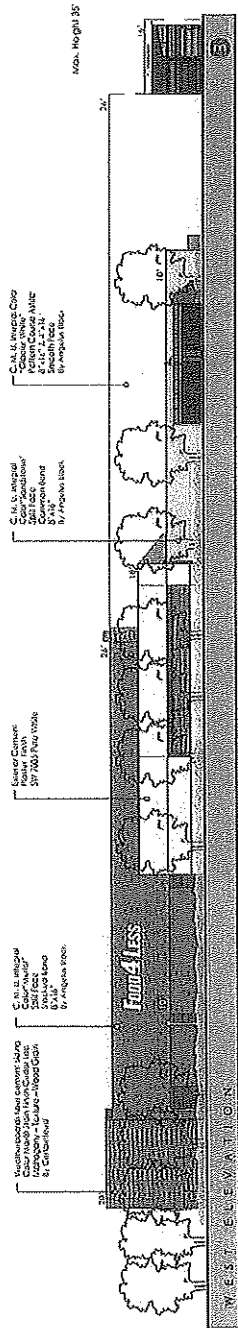
Perkowitz + Ruth

ATTACHMENT 7

PAGE 12 OF 34



ATTACHMENT 7
PAGE 14 OF 34



* All signage will be new.

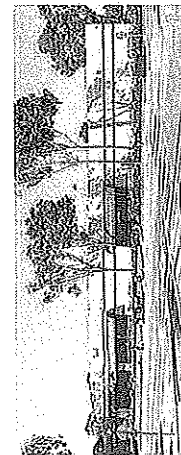
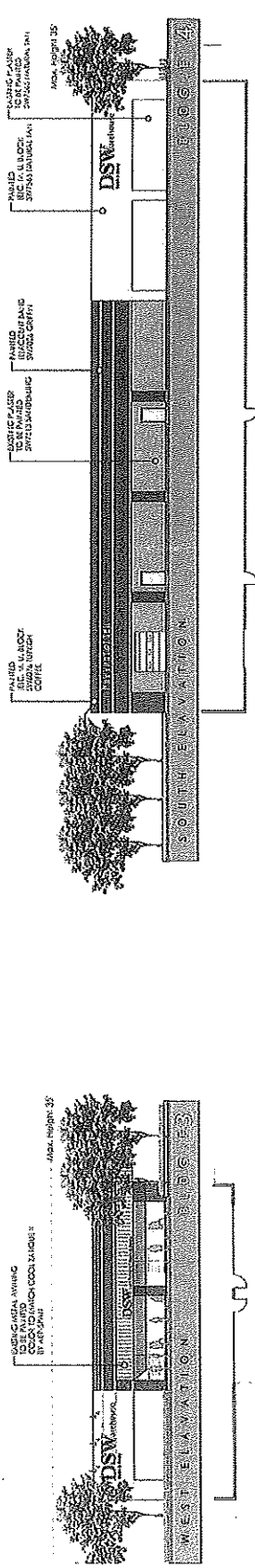
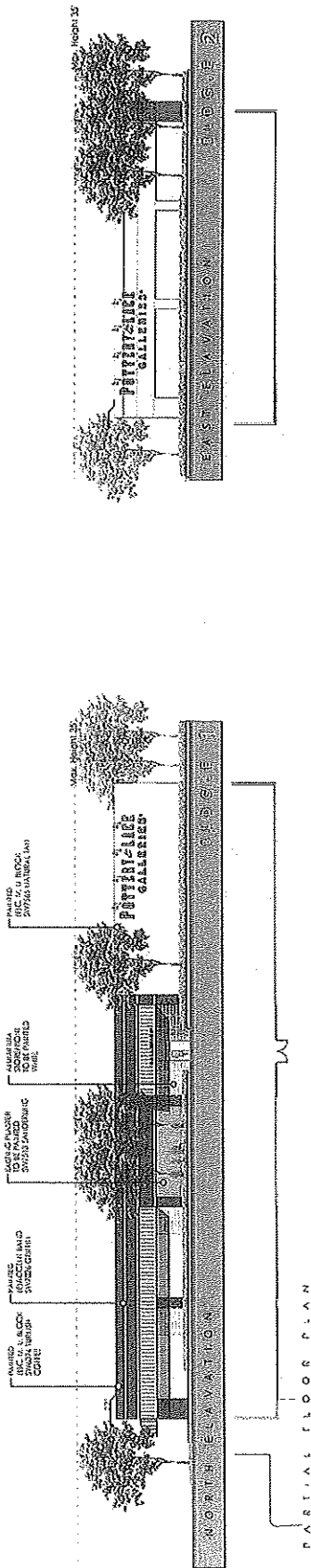
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Proposed Exterior Elevations										
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Food 4 Less # 335
SWC of E. Vineyard Ave & W. Esplanade Dr., Oxnard, CA

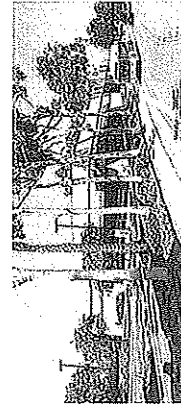
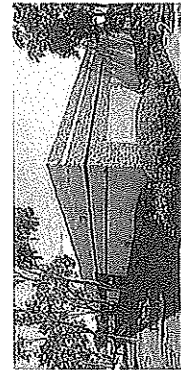
Food4Less
1100 West Arden Blvd.
Compton, California 90220

Perkowitz + Ruth
ARCHITECTS

ATTACHMENT 7
PAGE 112 OF 34



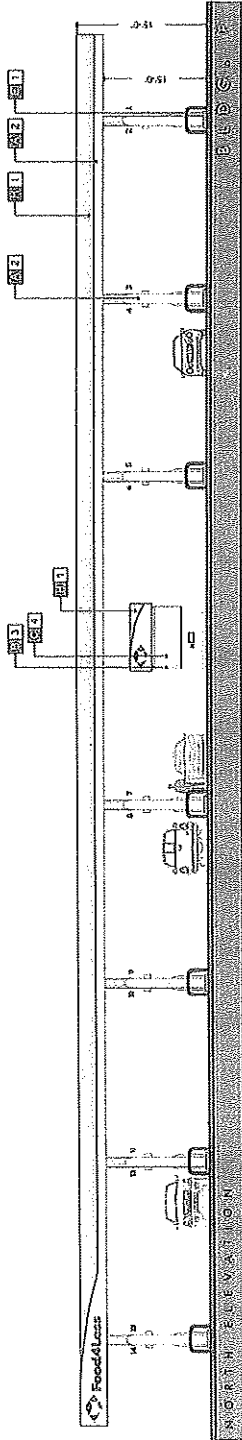
ACTUAL BUILDING PHOTOS



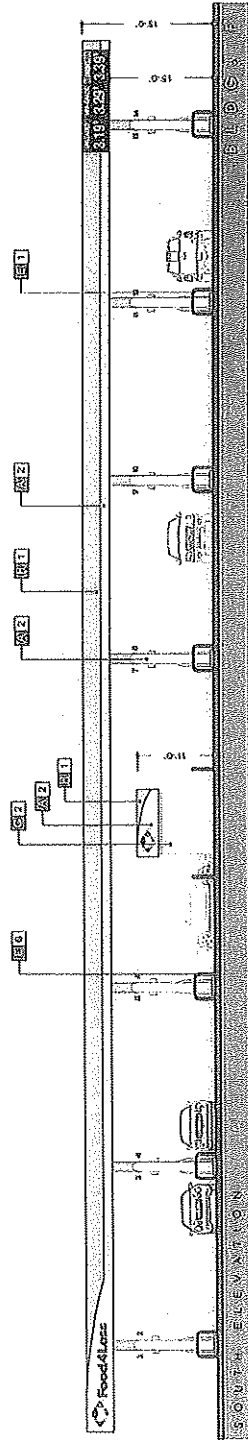
KEY PLAN

* All signage will be new.

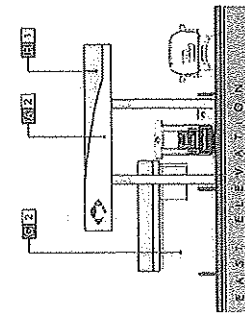
ARCH. HEIGHT 35'



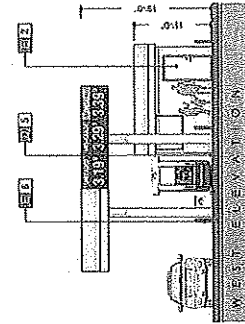
ARCH. HEIGHT 35'



ARCH. HEIGHT 32'



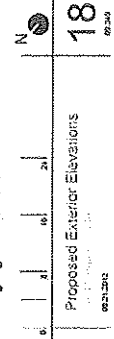
ARCH. HEIGHT 32'



UNDER CANOPY ACCESS LIGHT FIXTURE
CANDIDATED LED AMBIENT CANOPY LIGHT FIXTURE
BY LUMINANCE INC.

KEY PLAN

* All signage will be new.



Project
Food 4 Less # 335
SNC of E. Vineyard Ave & W. Esplanade Dr., Oxnard, CA

Client
Food 4 Less
1100 West Alameda Blvd.,
Compton, California 90220

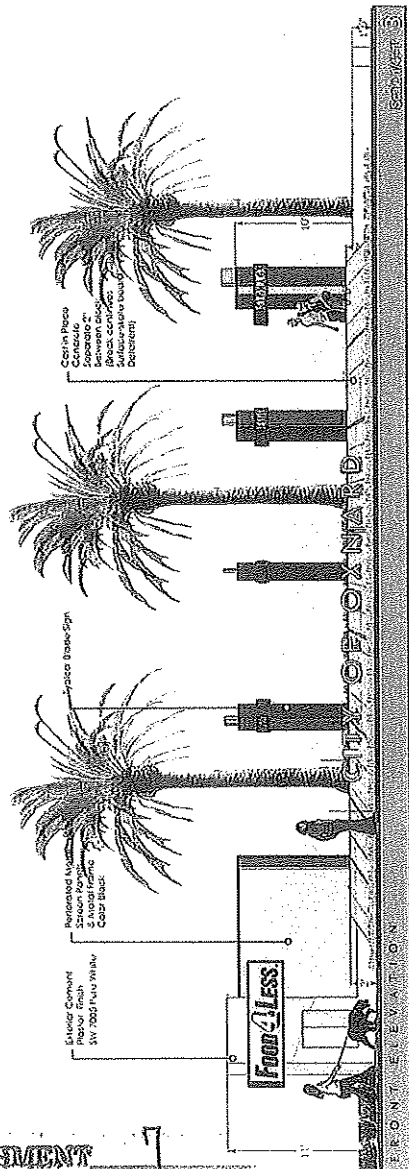
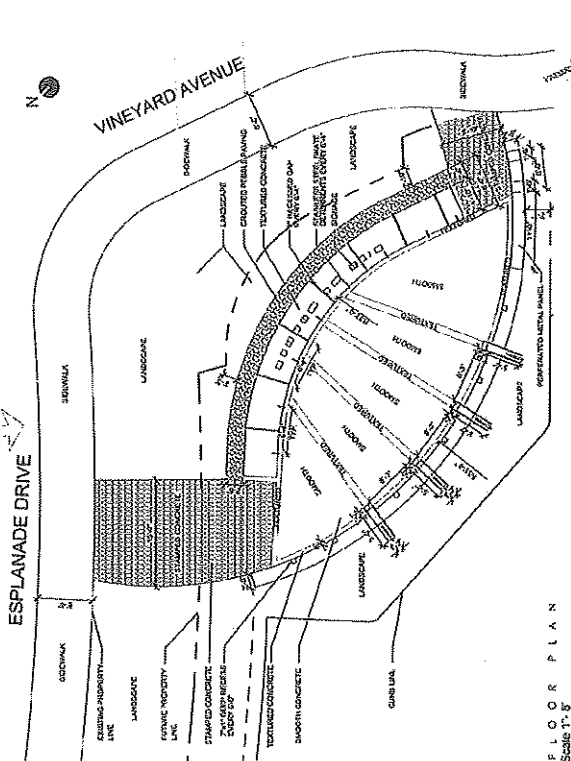
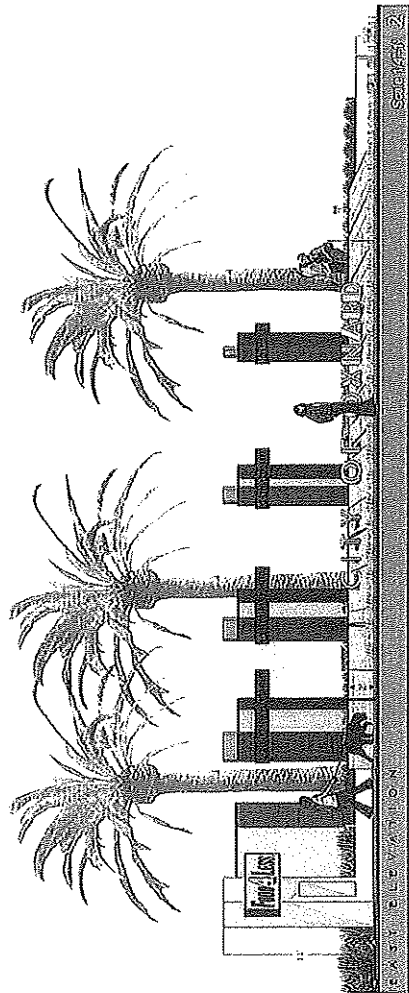
Perkowitz + Ruth
ARCHITECTS

Materials

1	ACRYL GLOSSING
2	ALUMINUM CORRUGATED
3	ALUMINUM CORRUGATED
4	CLAS
5	CONCRETE CURB
6	PAVED AREA PER QUAND
7	PAVED METAL
8	C.I.A. II BLOCK FINISHING BRICK W/
9	VERTICAL LOGS 1 SIDE BY ANGULAR BLOCK
10	241 53962 7125 11181 151

Finishes

1	BRICK TANK / 2 B SANDSTONE
2	MODUL CREAN / PER CREAN
3	BY MARBLE
4	BY MARBLE
5	BY MARBLE
6	BY MARBLE
7	BY MARBLE
8	BY MARBLE
9	BY MARBLE
10	BY MARBLE



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KEY PLAN

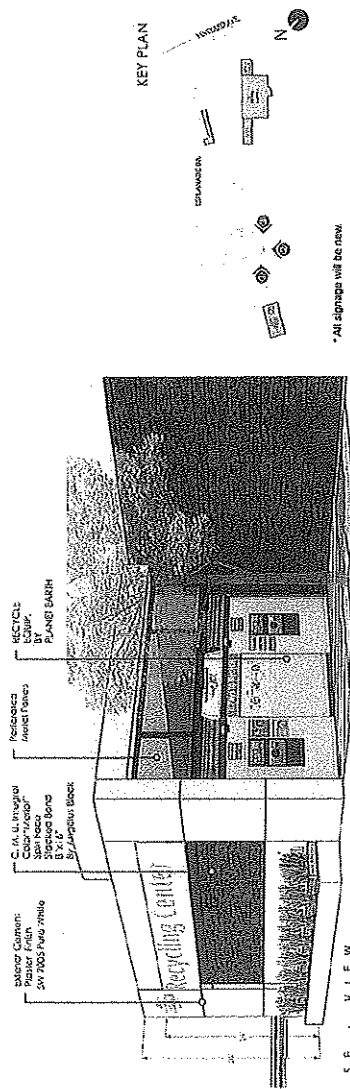
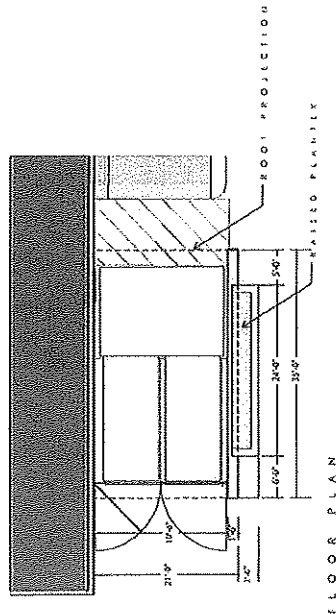
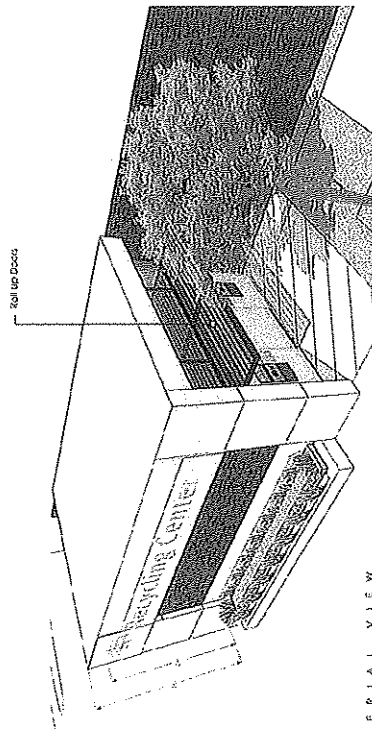
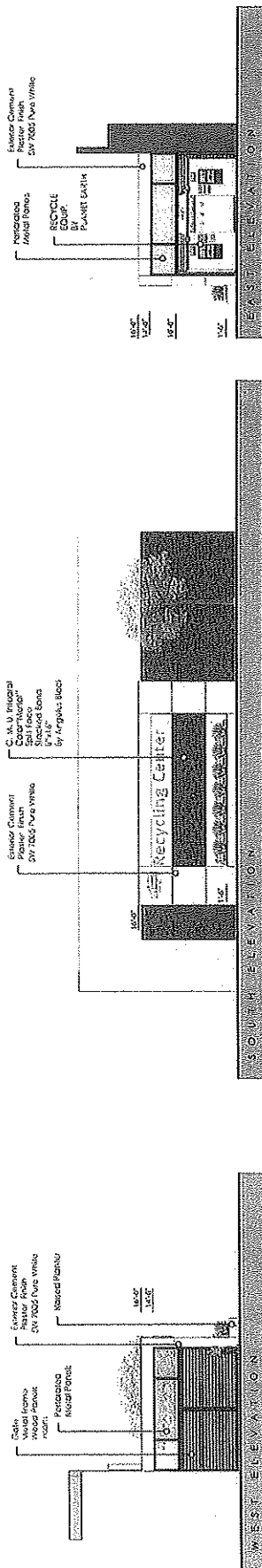
* Textured concrete and sidewalk
Determinants will be incorporated into design.

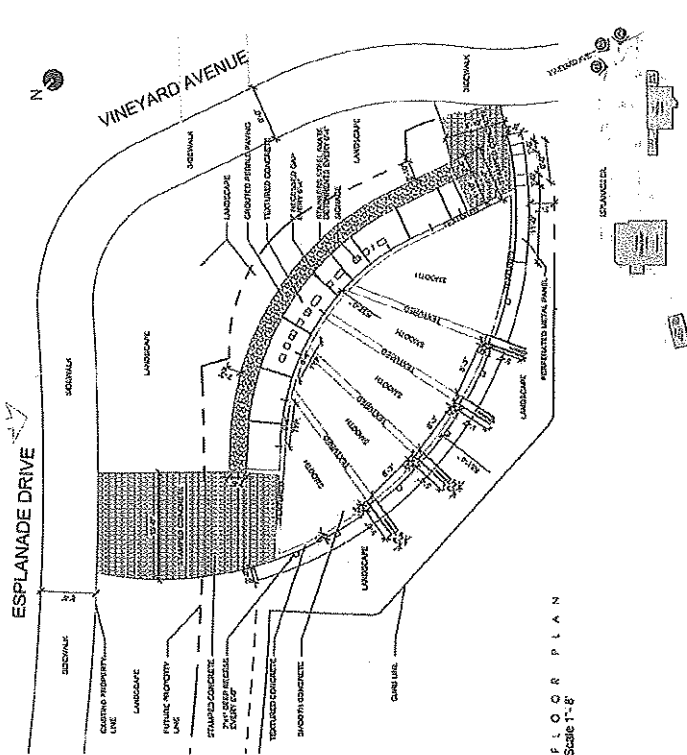
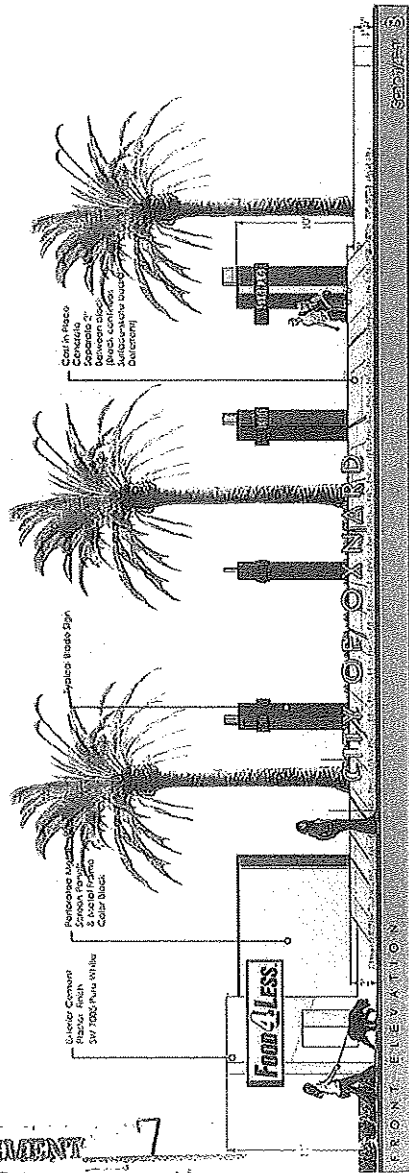
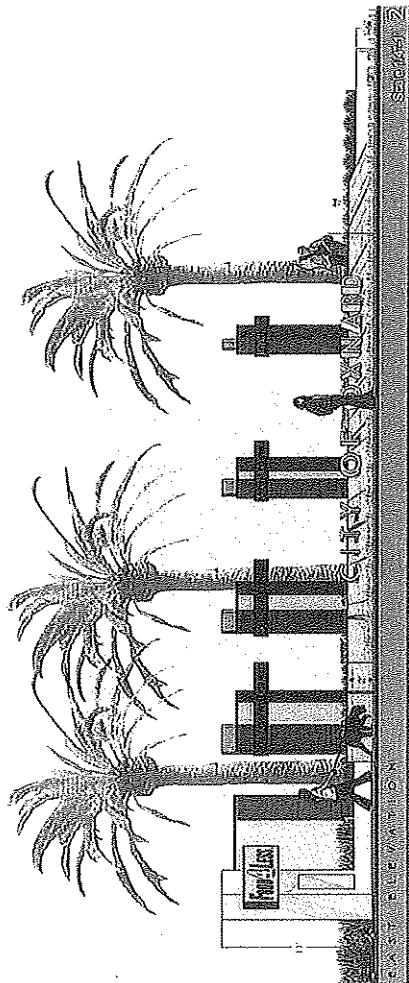
001222012
Cover Concept

Food 4 Less # 335
SWC of E. Vineyard Ave & W. Esplanade Dr., Oxnard, CA

Client	Food4Less	Project
	1100 West Atlantic Blvd., Compton, California 90220	

Perkowiak + Ruth





* Textured concrete and skidboard
Oysterite will be incorporated into design.

KEY PLAN

Food 4 Less # 335
SWC of E. Vineyard Ave & W. Esplanade Dr., Oxnard, CA

Food 4 Less # 335

12/01/00

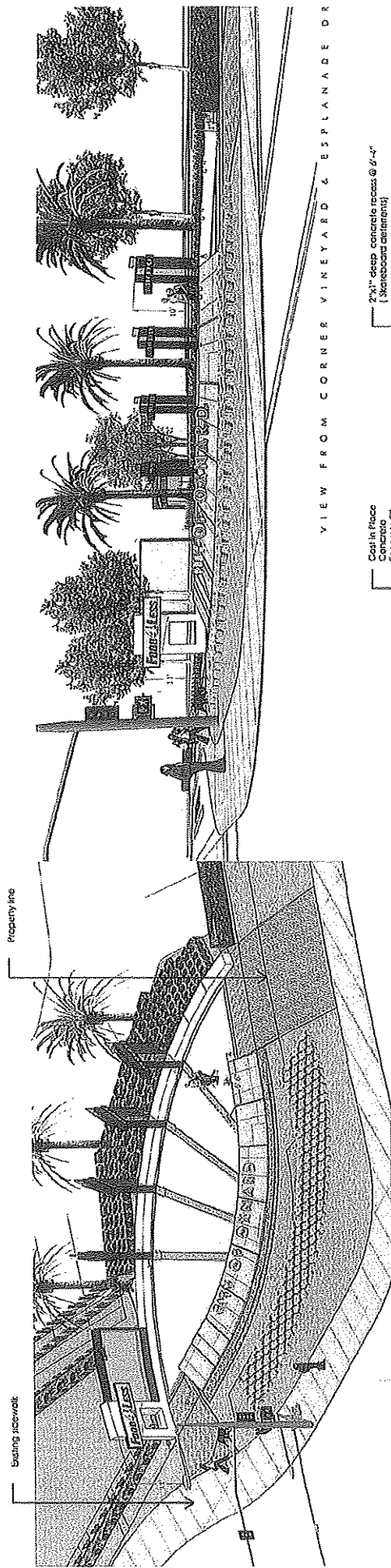
Food4Less
1100 West Artesia Blvd.,
Compton, California 90220

Perkowitz & Rub

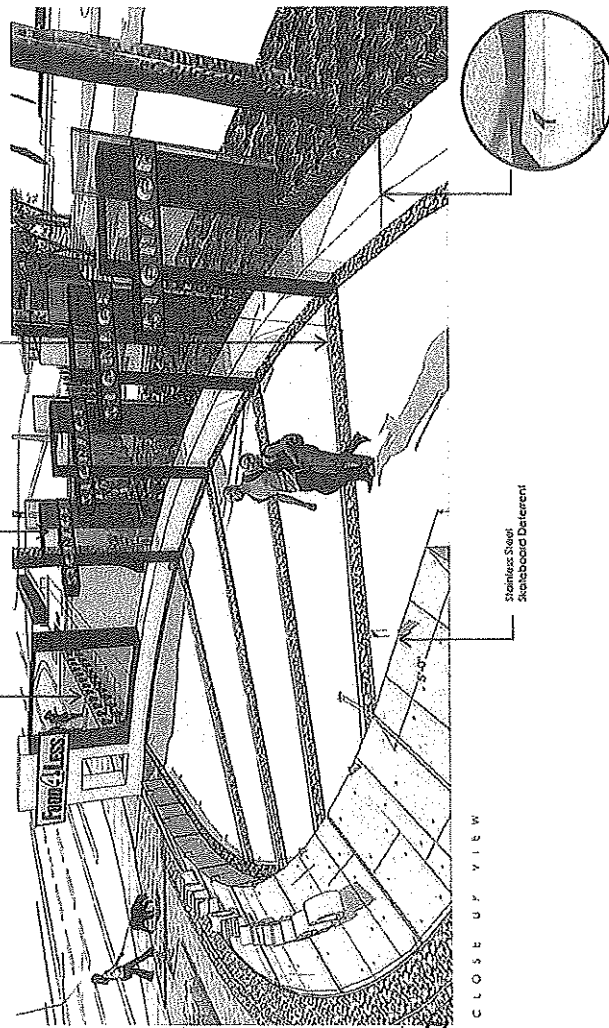
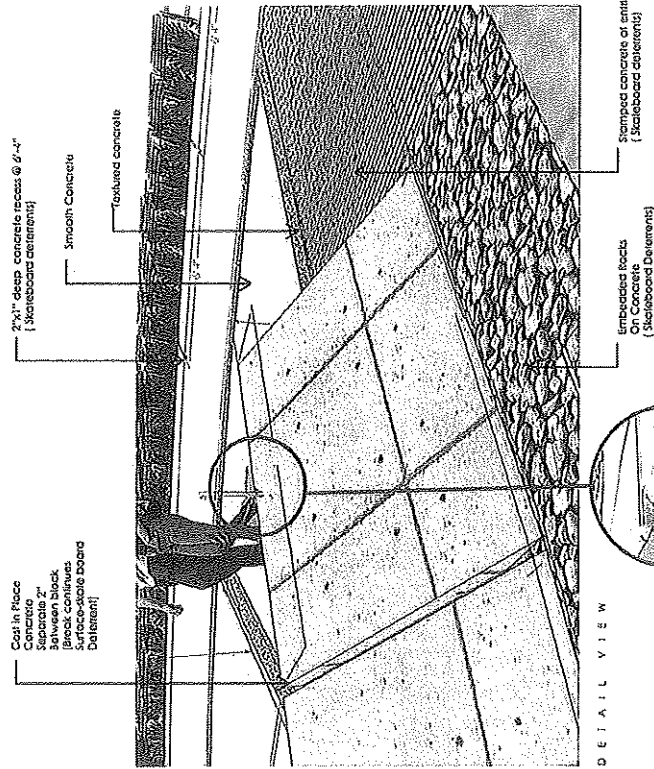
Witz & Rüh

Corner Concept

20



AERIAL VIEW



ATTACHMENT
PAGE 22 OF 34

*Textured concrete and skateboard Deterrents will be incorporated into design. N.T.S.

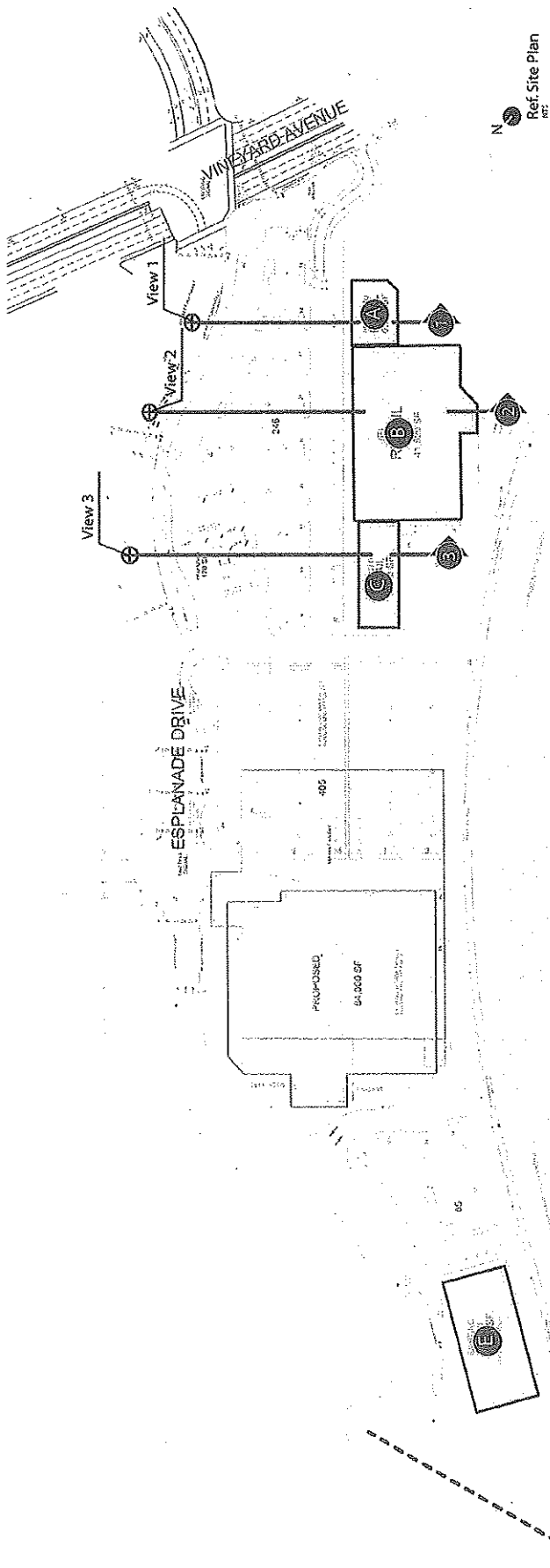
Corner Concept
8.2.2012

Food 4 Less # 335
SWC of E. Vineyard Ave & W. Esplanade Dr., Oxnard, CA

Client
Food 4 Less
1100 West Mainline Blvd.,
Carlsbad, California 92009

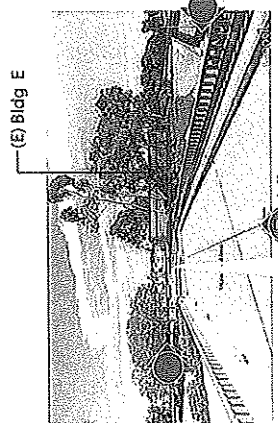
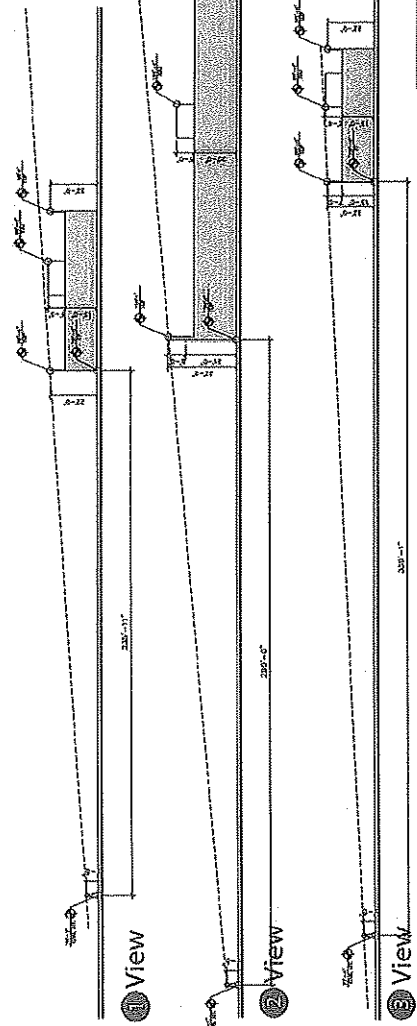
Perkowitz + Ruth
ARCHITECTS

21
03/14



NOTE:
- PARCEL LINES NOT SHOWN. PARCELS TO BE DETERMINED
UPON APPROVAL OF SITE SCHEME.

N
Ref. Site Plan
REV.



Legend

CIVIL HEIGHT	CIVIL HT.
TOP OF UNIT	T.O.U.
TOP OF PARAPET	T.O.P.
FINISH FLOOR	F.F.

22
02/24

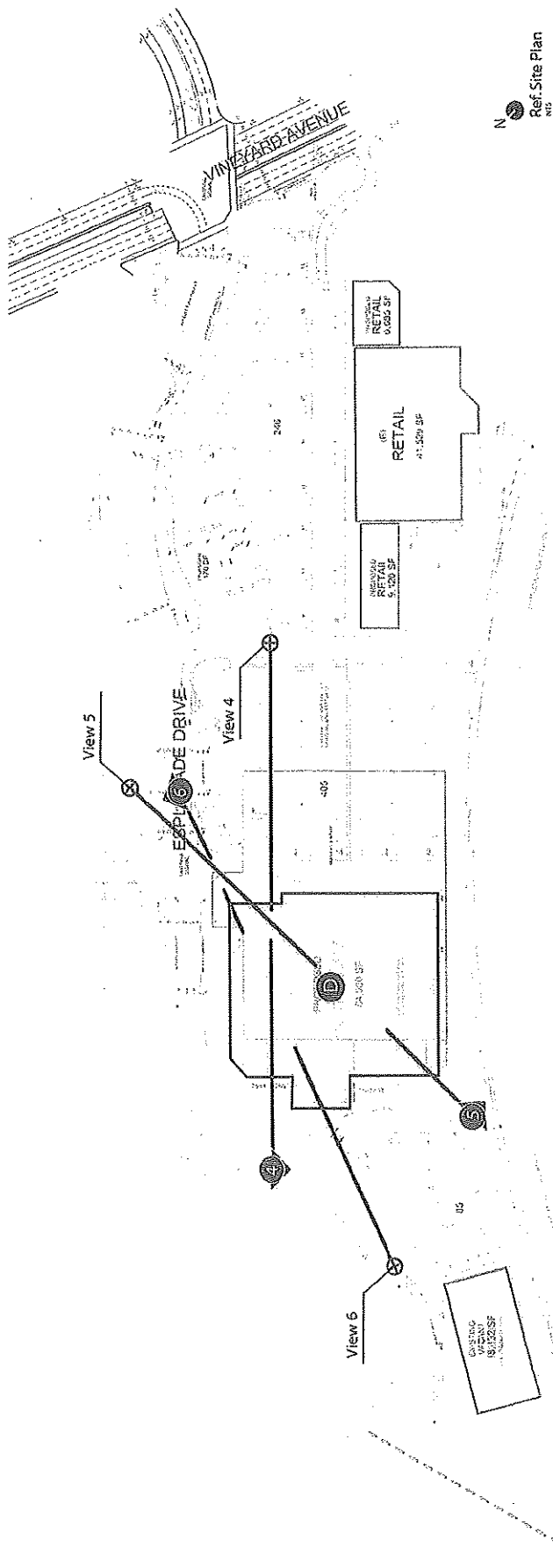
Preliminary Sight Line Study
04/22/21

Food 4 Less # 335
SWC of E. Vineyard Ave & W Esplanade Dr., Oxnard, CA

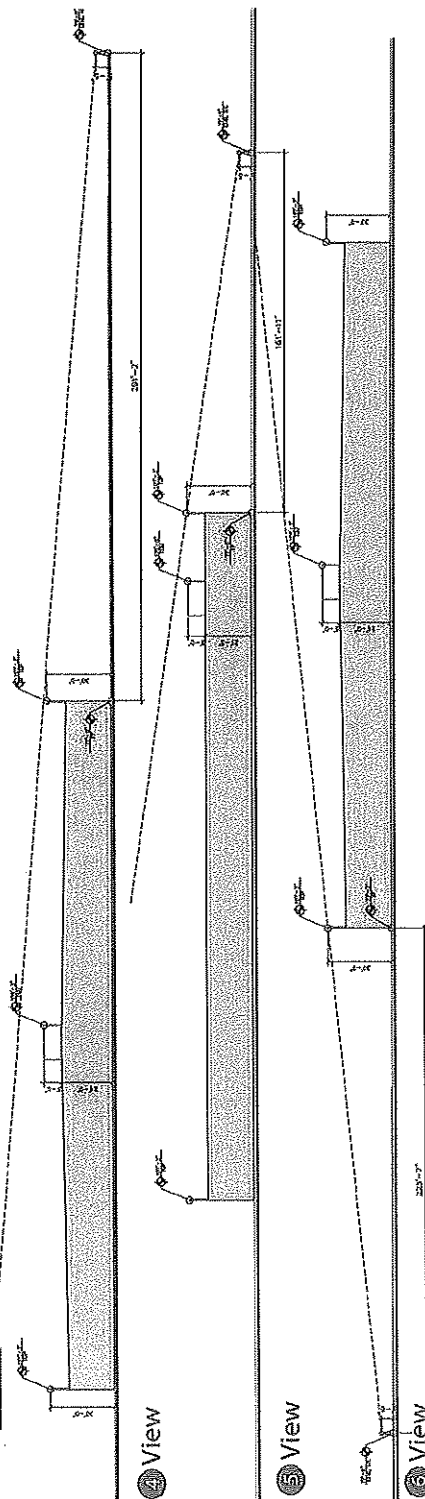
Topic

Client
Food 4 Less
1100 West Alameda Blvd.
Compton, California 90220

Perkowitz + Ruth
ARCHITECTS



NOTE:
PARCEL LINES NOT SHOWN. PARCELS TO BE DETERMINED
UPON APPROVAL OF SITE SCHEME



Legend

CIVIL HEIGHT	CIVIL HT
TOP OF UNIT	T.O.U.
TOP OF PARAPET	T.O.P.
FINISH FLOOR	F.F.

Preliminary Sight Line Study
03/23/17

Food 4 Less # 335
SWC of E. Vineyard Ave & W Esplanade Dr., Oxnard, CA

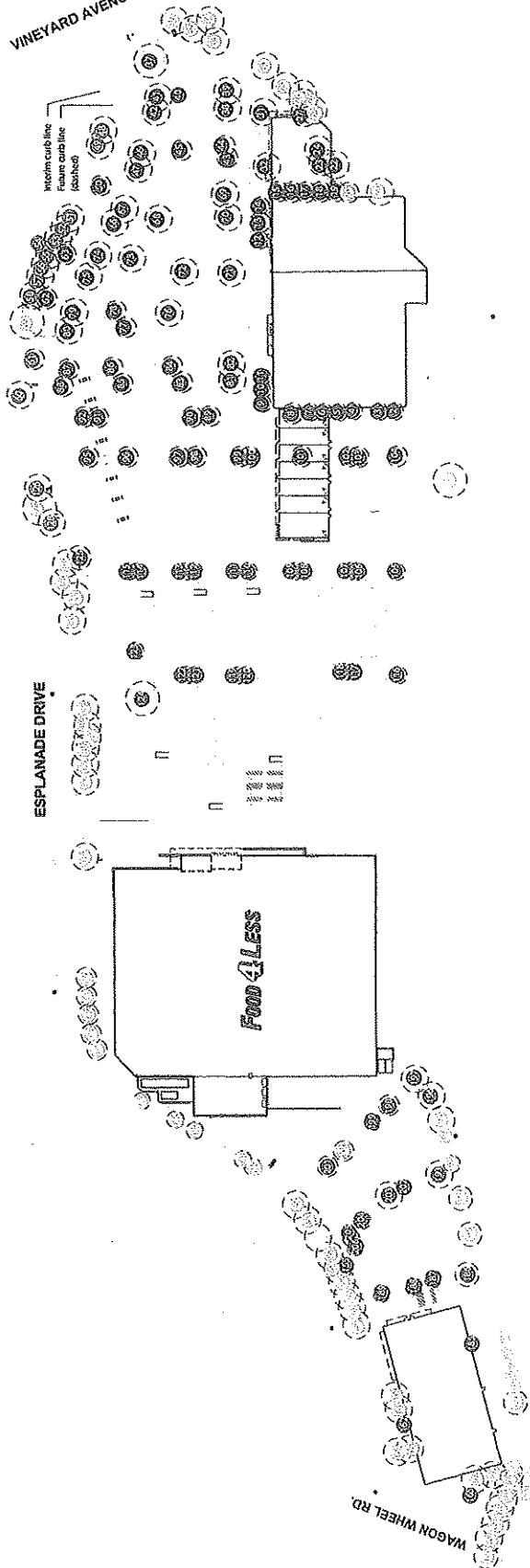
Client: **Food 4 Less**
1100 West Avenue Blvd.
Compton, California 90220

Perkowitz + Ruth
ARCHITECTS

ATTACHMENT 7
PAGE 24 OF 34

VINEYARD AVENUE

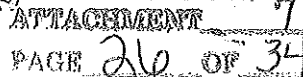
ESPLANADE DRIVE

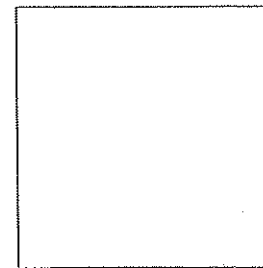


EXISTING TREE LEGEND

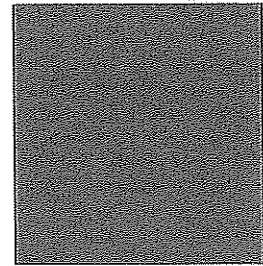
- Tree to remain
- Tree to be removed - due to City Improvements
- Tree to be removed - due to City Improvements (future)
- ⊗ Tree to be removed - due to Arbores recommendation

Note:
This plan is for reference only.
Refer to Arbores Tree Report for tree valuations.

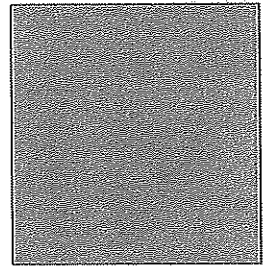




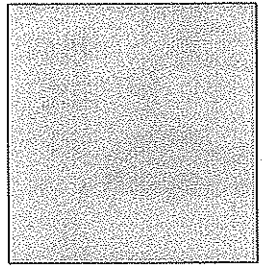
SW 7005 Pure White



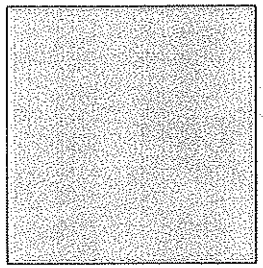
SW 6076 Turkish Coffee



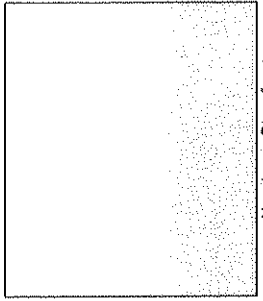
SW 7026 Griffin



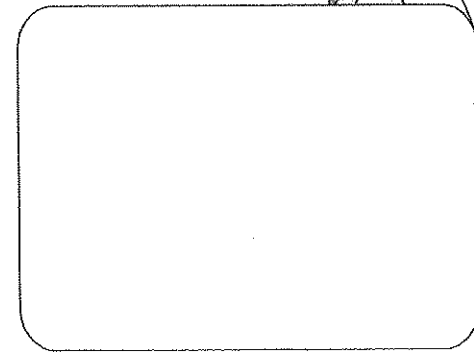
SW 7694 Dromedary Camel



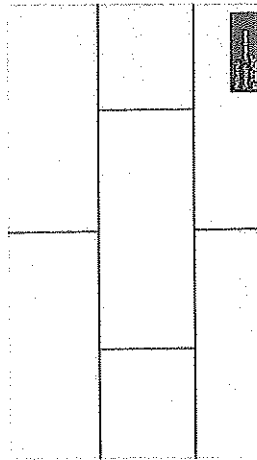
SW 7513 Sanderling



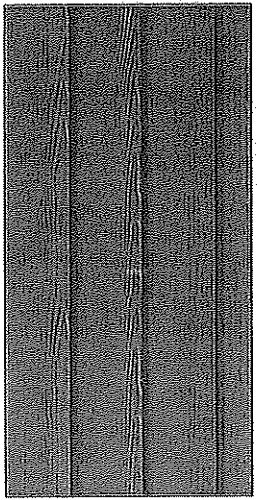
Aluminum Scaffolding
Color: Clear Anodized



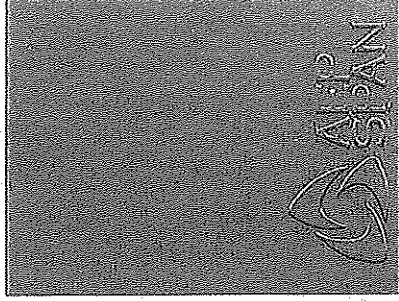
Metal Wall Cladding-Formawall
Color: Off White
By Centra



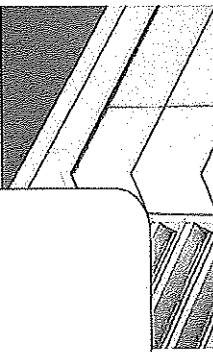
Stone Veneer
Smooth Limestone 12"x24" x1" Veneer
By Coronado Color Off White W/ Wall Cap



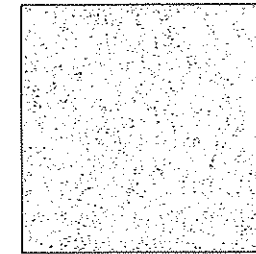
Weatherboards fiber cement siding
Color:Max6 Stain Finish Cedar Lap
Mahogany - Texture -Wood Grain - By Centainteed



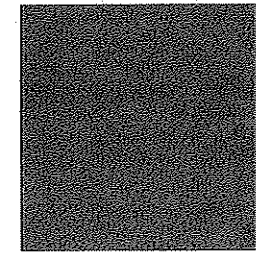
Metal Wall Cladding
Color: AEP Cool Zaique II



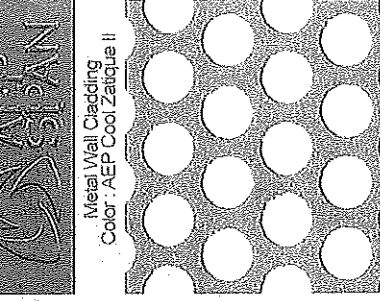
Metal Wall Cladding-Formawall
Color: Off White
By Centra



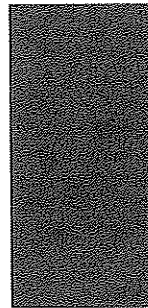
C.M.I. Integral color "Glacier White"
By AngelusBlock



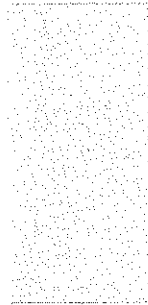
C.M.I. Integral color "Sandstone"
By AngelusBlock



Perforated Metal
Pre-Galvanized Steel
With Zinc Coating



Powder Coat RAL-Color # 9005 "Black"
Apollic ACM "City Cream"



3M 7125 Film #69 "Sandstone"

Land Use Legend

BUSINESS AND COMMERCIAL

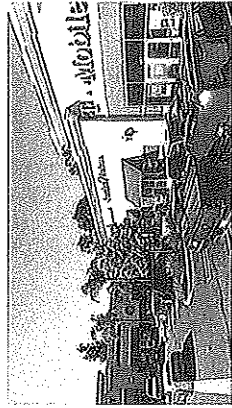
- Commercial - Retail - Shops
- Industrial
- Offices Services

RESIDENTIAL

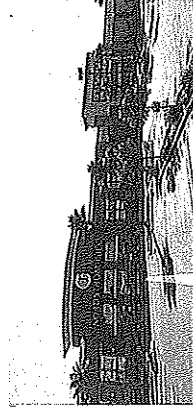
- Residential Single Family
- Residential Multifamily

PUBLIC

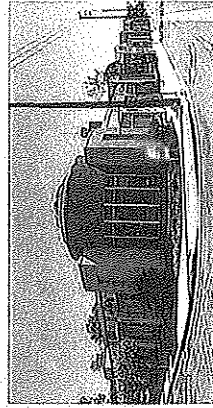
- Cemetery
- Educational



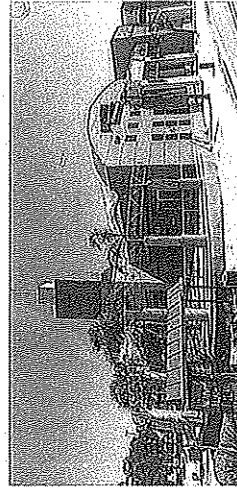
Commercial - Retail - Shops



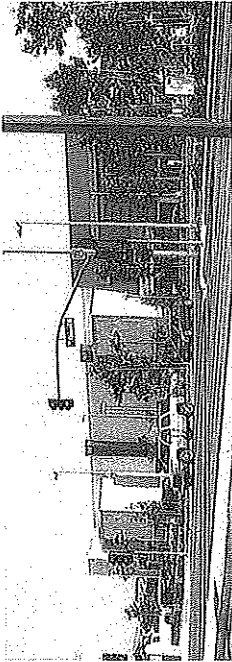
Commercial - Retail - Shops



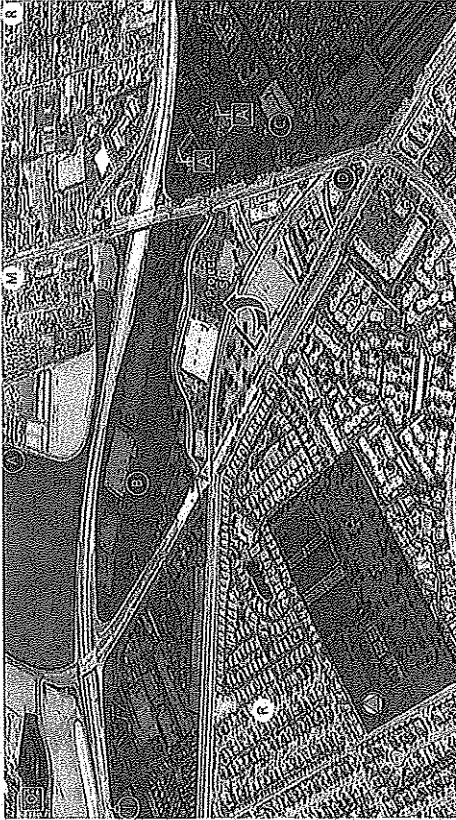
Commercial - Retail - Shops



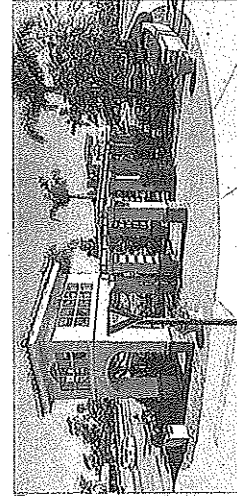
Commercial - Retail - Shops



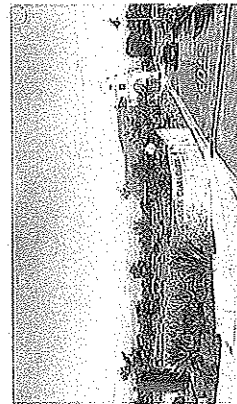
Commercial - Retail - Shops



SITE PLAN
NTS



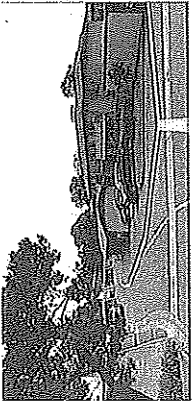
Commercial - Retail - Shops



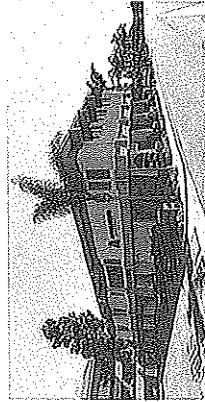
Cemetery



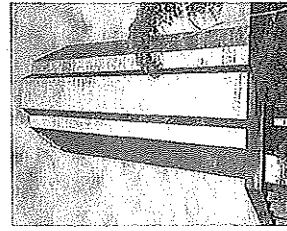
Offices Services



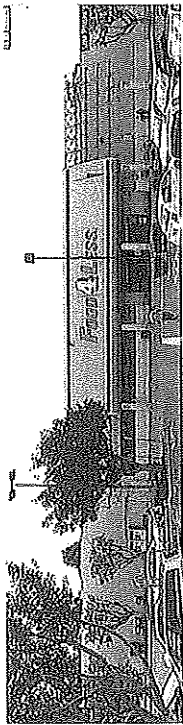
Residential



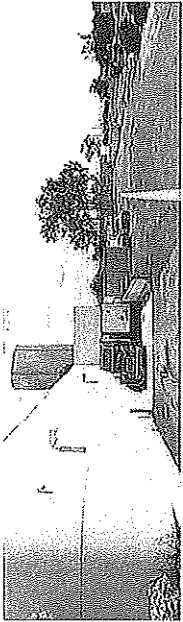
Educational



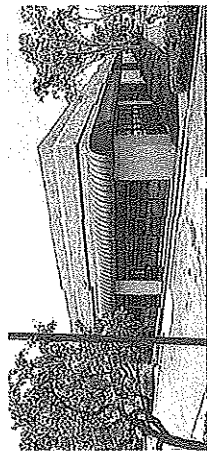
Educational



Food 4 Less ⑦



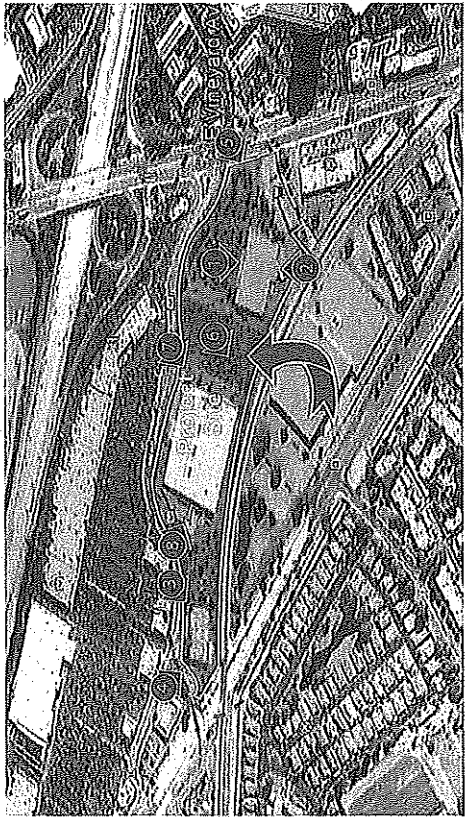
Food 4 Less ⑧



Existing Bldg ⑤



Existing Bldg ⑥



KEY PLAN
NTS



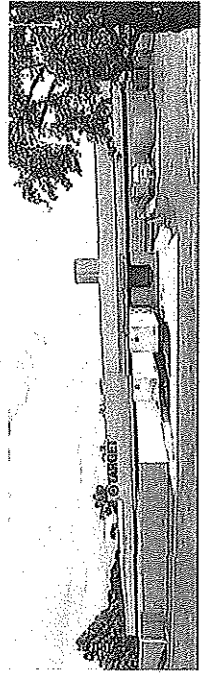
Vegetation ⑤



Vegetation ⑥



Target ⑦



Target ⑧

Gym

ATTACHMENT 7
PAGE 29 OF 34

Demo & Pad Prep: 2/11/13 - 3/29/13
7 weeks

Food 4 Less (Building D): 4/1/13 - 11/22/13
34 weeks

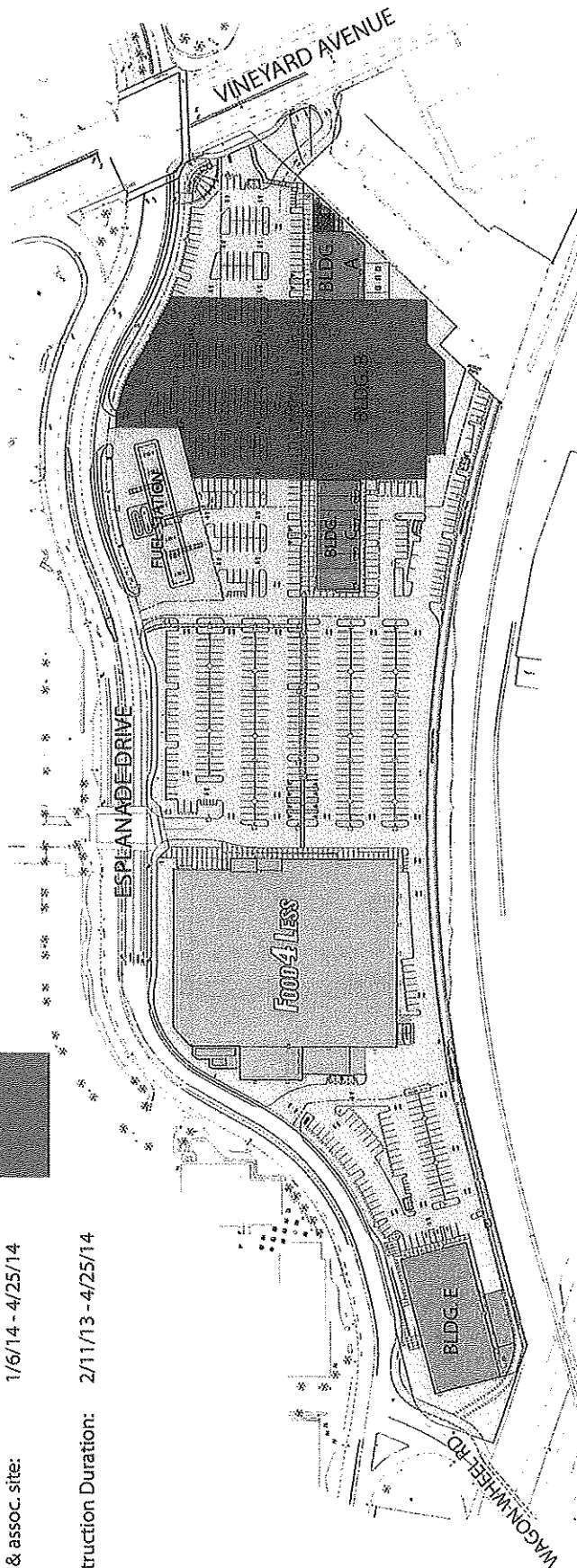
Site Improvements: 3/29/13 - 11/22/13
34 weeks

Shops A, C & E: 4/1/13 - 11/22/13
34 weeks

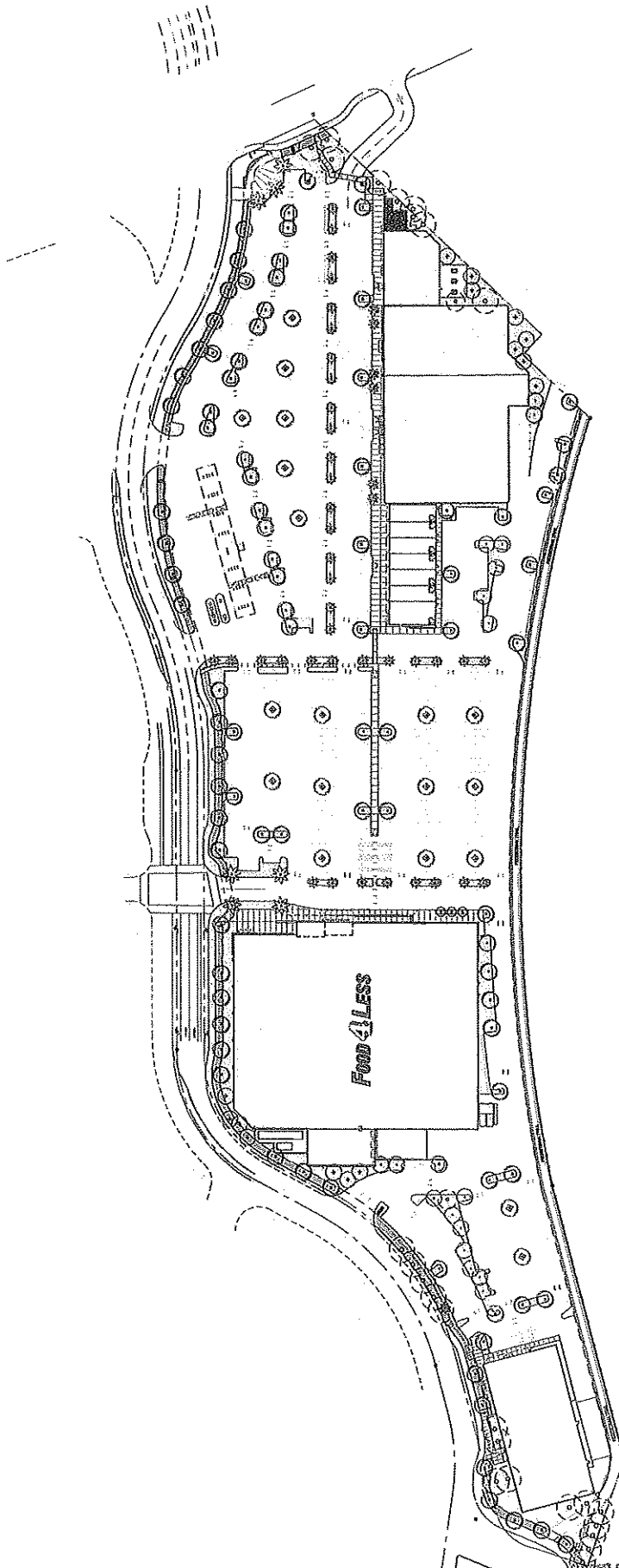
Fuel Center: 7/22/13 - 10/18/13
13 weeks

Building B & assoc. site: 1/6/14 - 4/25/14
16 weeks

Total Construction Duration: 2/11/13 - 4/25/14
62 weeks



ATTACHMENT 7
PAGE 30 OF 34

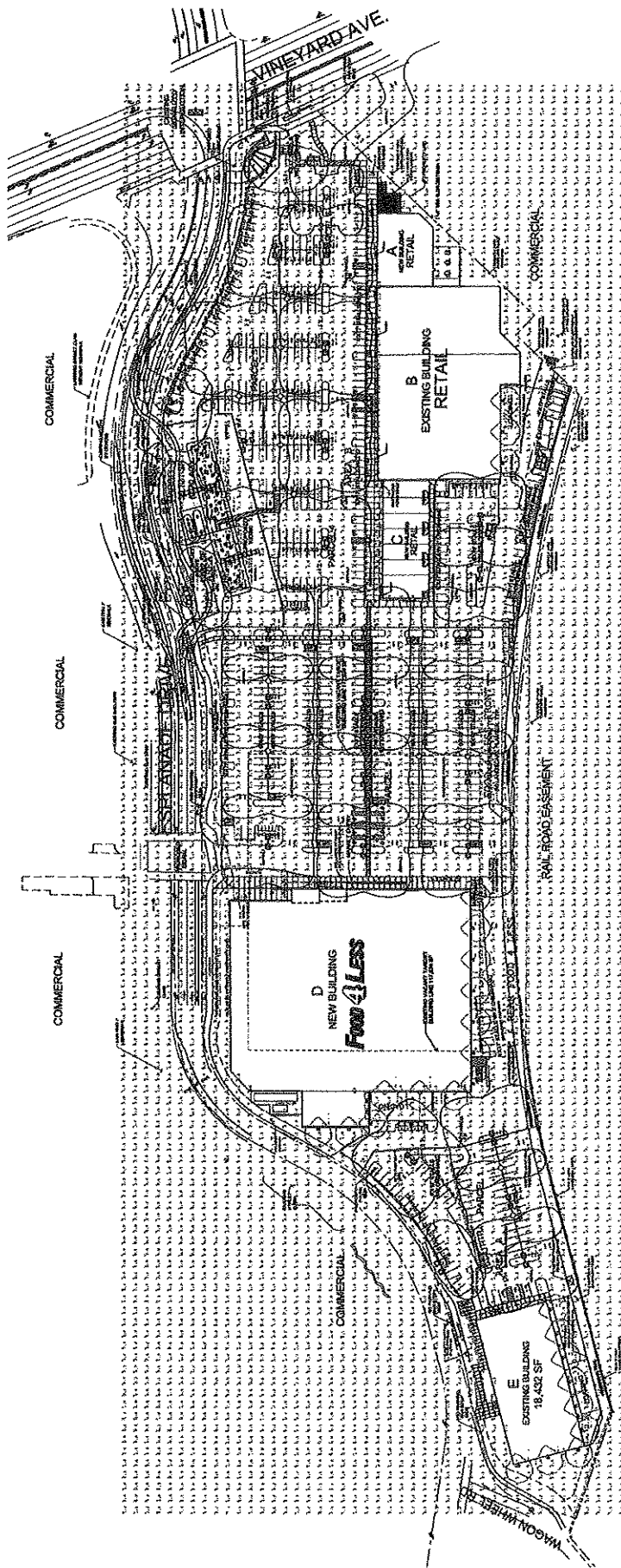


LANDSCAPE AREA LEGEND

INTERIOR LANDSCAPE	4,235 S.F.
10' SETBACK	18,101 S.F.
OFF-STREET PARKING & ACCESS AREA	52,344 S.F.
TRAIL EDGE	3,501 S.F.
TOTAL LANDSCAPE AREA	82,179 S.F.

1. AMOUNT OF TOTAL LAND AREA
 5.0% REQUIRED (82,179 S.F.) (4,235 S.F. SUPPLY)
 2" WIDE PROVIDED
 5" WIDE REQUIRED (1,032 S.F.) (1,032 S.F. SUPPLY)

ATTACHMENT 7
 PAGE 31 OF 34



Fixture	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	

Fixture	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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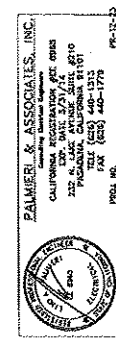
cooper Lighting

Food 4 Less #335
Oxnard, CA

1" = 60' RL

06/01/12

1201723A



Perkwitz + Ruth
ARCHITECTS

Long Beach, CA

SITE PHOTOMETRIC PLAN

scale: 1"=60'-0"

Not For Construction

PH-1

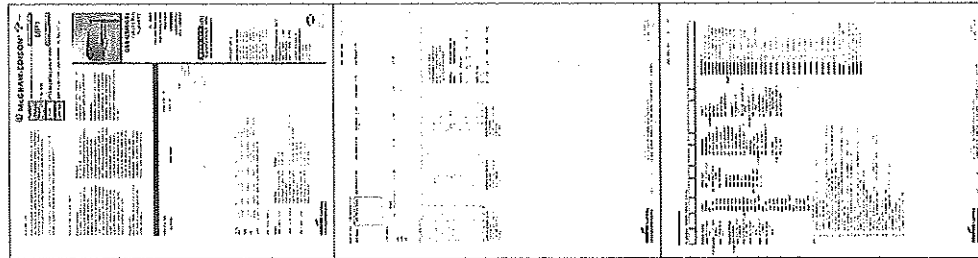
SITE PHOTOMETRIC LIGHTING PLAN

06/12

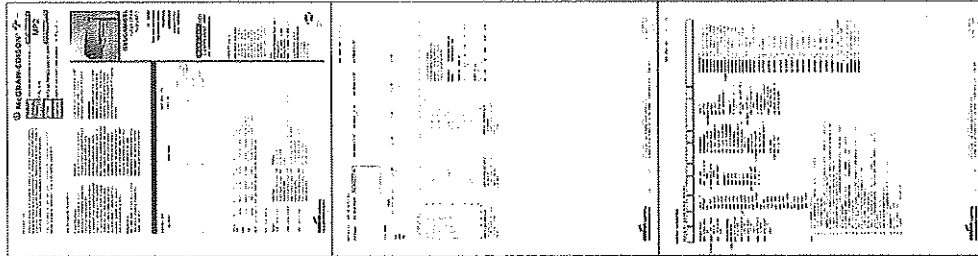
Project: Food 4 Less # 335- SWC of Vineyard & Esplanade
Oxnard, California

Client: **Food 4 Less**

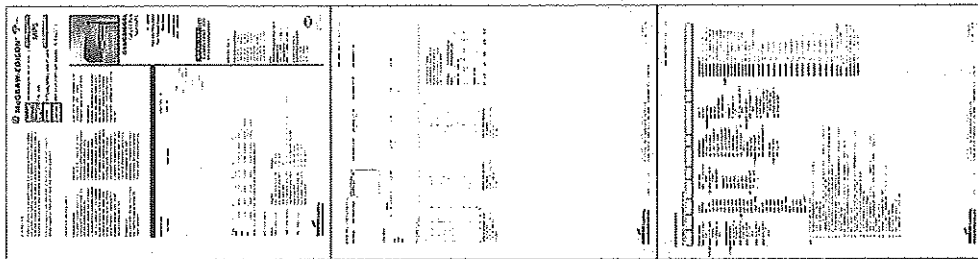
1100 WEST ARTESIA BOULEVARD
CARPENTERS, CALIFORNIA 90005



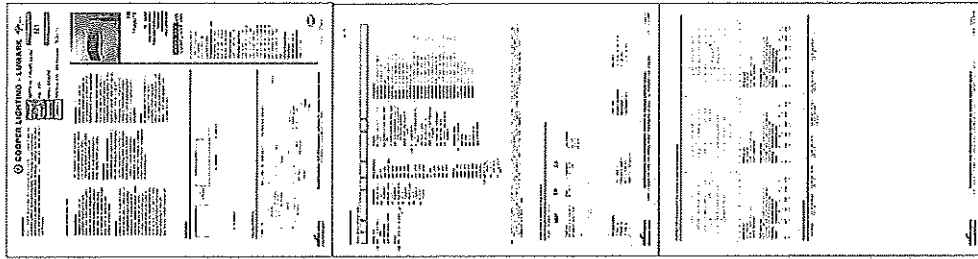
MP1



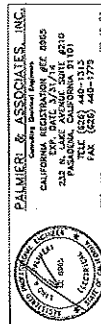
MP2



MP5



TYPE N1



Perkowitz + Ruth
ARCHITECTS
Long Beach, CA
562.533.0000
www.perkowitzruth.com

Client: **Food 4 Less**
100 WEST ARTESIAN BOULEVARD
COSTA MESA, CALIFORNIA 92626

Project: **Food 4 Less # 335- SWC of Vineyard & Esplanade**
Oxnard, California

SITE LIGHTING OUT SHEETS

32
09.24.09



FOOD 4 LESS GATEWAY PLAZA



MASTER SIGN PROGRAM

SWC of Vineyard & Esplanade,
Oxnard, CA

NOVEMBER 6, 2012



ATTACHMENT 8
PAGE 1 OF 15

A OBJECTIVE

This Master Sign Program establishes sign design guidelines that comply with the City of Oxnard Zoning Code. In addition, it provides standards and specifications to assure continuity in quality and placement for The Food 4 Less Gateway Plaza.

B GENERAL GUIDELINES

- 1) Each tenant shall submit a detailed drawing of their proposed sign to the management company. Indicate conformance with the sign criteria herein outlined. (3) Three sets of detailed drawings shall be submitted to the landlord for approval.
- 2) Tenant shall submit the sign drawings approved by the management to the City of Oxnard Planning and Building Divisions for plan review and all required permits prior to start of any sign construction.
- 3) Tenant shall pay for all signs, installation, cleaning, maintenance, and repairs.
- 4) Tenant shall provide repair service within five (5) days of any malfunction, vandalism, or breakage. Unsafe conditions to be addressed immediately.
- 5) Tenant shall pay for electrical service / connection(s) to tenant's sign(s) as required.
- 6) Tenant shall obtain all necessary approvals and permits prior to installation of any and all signs.
- 7) The tenant shall be responsible for fulfillment of all requirements of his/her criteria.
- 8) Tenant's sign contractor shall repair any damage to landlord's building caused by his/her work. Damage that is not repaired by the sign contractor shall become the tenant's responsibility to correct to landlord's satisfaction.
- 9) Tenants are responsible for the removal of all signs, repair to building including patch & paint to match within ten (10) days of vacating.

C REQUIRED SUBMITTALS

- 1) Within 30 days after approval of the concept design by landlord, tenant shall cause tenant's sign contractor to prepare and submit to landlord's representative for approval of the following:
 - a. Three (3) sets of complete detailed shop drawings based on the concept drawings.
 - b. Drawings shall include building and structural (where needed) calculations, details of required building penetrations for signage attachment and methods of patching / weatherproofing such penetrations.
 - c. Site plan showing store location, proposed signs and lineal building frontage.
 - d. Architectural elevations to scale showing all sign related dimensions.
 - e. A colored elevation drawing of the proposed signage showing dimensions, materials, color, sufficient to verify compliance with sign program.
 - f. Construction details of typical sections of all applicable signs.
 - g. Method of attachment & wiring.
 - h. Grounding method.
 - i. Tenants are required to provide a copy of permits and final permit inspection sign off for the signs.
 - j. Insurance certificate naming the landlord and its representatives as additional insured. Minimum of 3,000,000.00 aggregate for general liability, workers compensation and auto.

- 2) Landlord's representative and its consultants shall review and provide tenant with written approval, conditional approval or disapproval of the shop drawings within 15 days after receipt thereof from tenant's sign contractor.
- 3) If landlord's representative disapproves or conditionally approves the shop drawings, landlord's representative shall note on a set of the shop drawings or separately by reasons for such disapproval or conditional approval, and thereafter landlord's representative, tenant and tenant's sign contractor shall consult and or meet as necessary to achieve approvable shop drawings.

ATTACHMENT

PAGE 2 OF 15

D DESIGN GUIDELINES

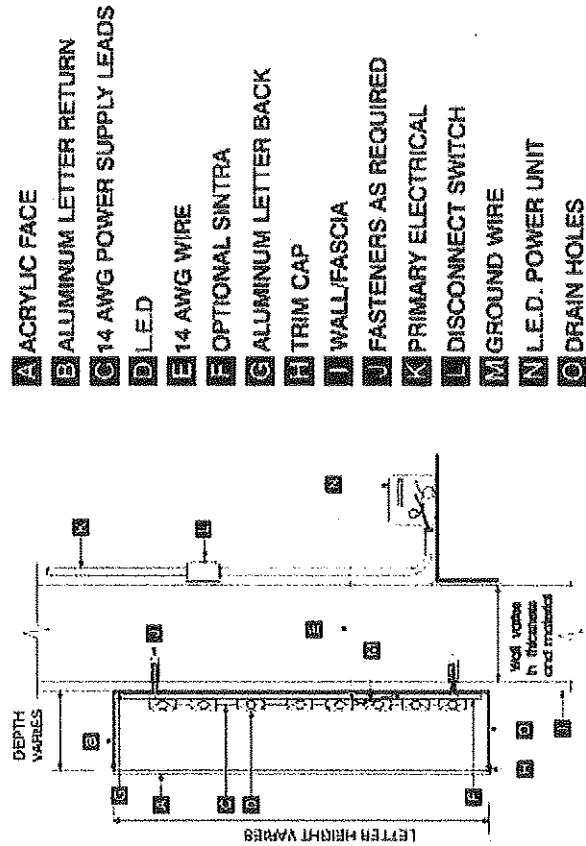
- 1) Freestanding Plaza Pylons & Monument (sign type 2 & 3)
 - a. Landlord shall supply two (2) plaza monuments (sign 2) & one (1) freestanding pylon sign for eligible tenants.
 - b. Eligible tenants shall be provided with (2) two panels (one on each side) on the sign.
 - c. Landlord shall designate tenant location on monument & pylon signs.
 - d. The design copy should only be their trade name as it appears on the business license.
 - e. Tenants shall be responsible for the fabrication and installation of such panels.
 - f. The landlord shall be the sole determiner of tenant eligibility for the sign type, including the locations and number of signs which shall display the tenant's name.
- 2) Window Signs (Any sign printed, attached, glued, or affixed to or located behind and within two feet of a window and designated to be viewed from adjoining streets, sidewalks, malls or parking lots available for public use.)
 - a. Window signs shall not cover more than 20% of any window of the ground floor.
 - b. Window sign shall be in good taste and must be approved by landlord.
 - c. Neon signs are allowed as long as permitted by the landlord and comply with City of Oxnard sign regulations.
 - d. Other window treatments shall be approved by the landlord and must be in keeping with City of Oxnard sign code.
 - e. Window signs are included in each tenant's total allowable signs area.
- 3) Building Signs
 - a. (2) Two sq. ft. per lineal foot of building on Principle Street.
 - b. Signs shall consist of LED internally illuminated channel letters with acrylic faces.
 - c. Logos shall be permitted with landlord approval. The logo width shall not exceed (2) two times the logo height. Logos shall be channel construction similar to letters.
 - d. Signs shall consist of single face, individual channel letters with 1" trim caps. The channel shall not exceed 5" depth.
 - e. Plastic face colors shall be subject to landlord's discretion.
 - f. Tenants shall display their established trade names or their basic product name. No tagline shall be used unless approved by the landlord in writing.
 - g. Regionally and nationally registered trademarks and name which require deviation from the outlined sign criteria shall be approved on a case by case by the landlord. This will be subject to city of Oxnard zoning code.
 - h. Signs may not exceed 10% of any building wall.
- 4) Banners, Special Events, and Prohibited Signs
 - a. Temporary signs (grand opening banners, posters, balloons and flags) associated with special events may be allowed with landlord authorization and in conjunction with a Temporary Use Permit from the City of Oxnard.
- 5) General
 - a. Sign area shall not be allocated between tenants, except in the case where tenant lineal frontage is amended in bldg C. In those cases signs area shall be allocated @ 2 sq.ft. of sign area per lineal front of the new tenant space.

ATTACHMENT 8
PAGE 3 OF 15

E CONSTRUCTION GUIDELINES

1) Building Signs

- Channel letter and returns shall be constructed of non-ferrous metal, preferably aluminum. No sheet metal letters which will rust shall be allowed.
- Trim cap will be 1"
- Trim cap and return color to be matching
- Returns shall be 5"
- Channel letter illumination to be UL recognized LED.
- Illumination shall be evenly distributed not to show any "hot spots".
- Tenants are responsible for all permits, fabrication and installation of the tenant's signs. In addition, tenant is responsible for any damage done by its contractor to the building.
- All electrical conduits, j-box and power supply shall be made water-tight where required.
- Channel letters and logos shall be affixed without visible means of attachment. In addition, stainless steel fasteners shall be used.
- Underwriters Laboratory approved labels shall be affixed to all electrical fixtures.
- Fabrication and installation shall comply with all national and local building and electrical codes.
- Main wiring and timer shall be the responsibility of the tenant unless otherwise specified by the landlord.
- Signs shall be removed within 10 days after lessee's lease has expired and it will be the responsibility of the tenant to patch and paint the sign area and repair it to its original condition.



L.E.D. CHANNEL LETTER SECTION DETAIL

ALLOWABLE SIGN AREA

ALLOWABLE SIGN AREA PER BUILDING

BLDG. FRONTAGE X 2 = 2002 SQ.FT
TOTAL ALLOCATED: 1949.25 SQ.FT.

BUILDING A PRIMARY FRONTAGE LENGTH Facing Esplanade Dr.	LINEAL FEET 94'-8" L.F.	SQ. FT. ALLOWED 189 SQ.FT.	ALLOCATED 160 SQ.FT.
MULTI-TENANT BUILDING B PRIMARY FRONTAGE LENGTH - (Set back 285') Tenant 1 - Facing Esplanade Dr. Tenant 2 - Facing Esplanade Dr.	LINEAL FEET 88' L.F. 162' L.F.	SQ. FT. ALLOWED 176 SQ.FT. 324 SQ.FT.	ALLOCATED 160 SQ.FT. 240 SQ.FT.
MULTI-TENANT BUILDING C PRIMARY FRONTAGE LENGTH - (Set back 285') Tenant 1 - Facing Esplanade Dr. Tenant 2 - Facing Esplanade Dr. Tenant 3 - Facing Esplanade Dr. Tenant 4 - Facing Esplanade Dr. Tenant 5 - Facing Esplanade Dr. Tenant 6 - Facing Esplanade Dr. Tenant 7 - Facing Esplanade Dr.	LINEAL FEET 21'-10" L.F. 20' L.F. 20' L.F. 20' L.F. 20' L.F. 20' L.F. 29'-8" L.F.	SQ. FT. ALLOWED 44 SQ.FT. 40 SQ.FT. 40 SQ.FT. 40 SQ.FT. 40 SQ.FT. 40 SQ.FT. 59 SQ.FT.	ALLOCATED 44 SQ.FT. 40 SQ.FT. 40 SQ.FT. 40 SQ.FT. 40 SQ.FT. 40 SQ.FT. 80 SQ.FT.
BUILDING D - FOOD 4 LESS PRIMARY FRONTAGE (VINEYARD AVE.) LENGTH East Elev. - Facing Vineyard Ave. (Set back 310') * Includes main ID & secondary sign areas.	LINEAL FEET 313 L.F.	SQ. FT. ALLOWED 626 SQ.FT.	ALLOCATED 243.5 SQ.FT.* 68 SQ. FT. 38 SQ. FT. 50 SQ.FT.
BUILDING E PRIMARY FRONTAGE LENGTH Facing Esplanade Dr. (Balance can be used for East and/or West elevations)	LINEAL FEET 192' L.F.	SQ. FT. ALLOWED 384 SQ.FT.	ALLOCATED 220 SQ.FT.
BUILDING F - FUEL STATION PRIMARY FRONTAGE LENGTH Facing Esplanade Dr.			ALLOCATED 74.25
ALLOWABLE GROUND SIGN SQ.FT. Sign Type 1 - Fuel Monument Sign Sign Type 2 - Multi-tenant Monument Sign Sign Type 3 - Multi-tenant Pylon Sign w/Fuel Pricing	QUANTITY (1) ONE (2) TWO (1) ONE		ALLOCATED 80.5 SQ.FT. 59.50 SQ.FT. 172 SQ.FT. TOTAL ALLOCATED: 1949.25 SQ. FT.

NOTE: SQ. FT. BALANCE CAN BE ALLOCATED FOR WINDOW SIGNS, NOT TO EXCEED 50 SQ.FT. OR 20% OF WINDOW AREA, WHICHEVER IS LESS. BALANCE CANNOT BE TRANSFERRED FROM ONE TENANT TO ANOTHER.

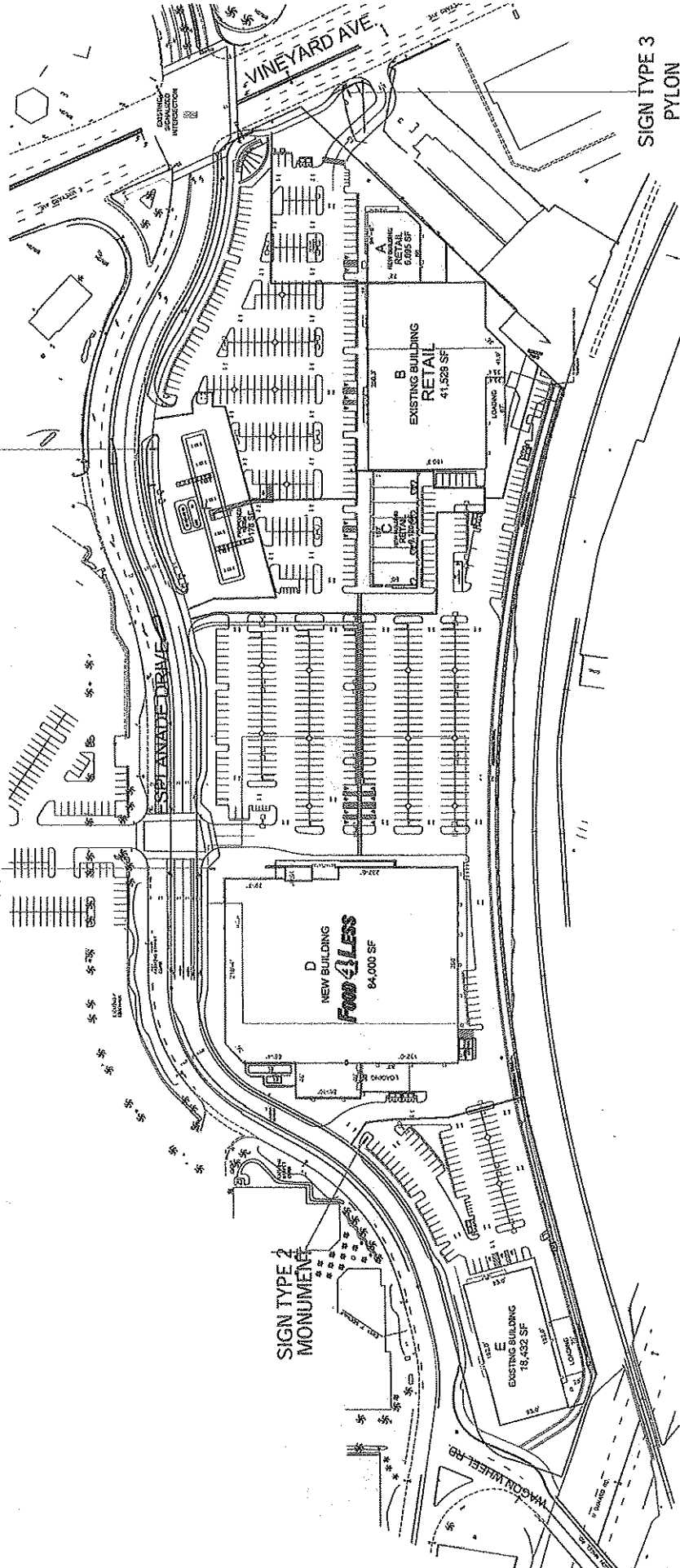
4 OF 14

SIGN TYPE 1
FUEL MONUMENT

SIGN TYPE 2
MONUMENT

SIGN TYPE 2
MONUMENT

SIGN TYPE 3
PYLON

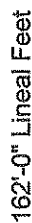


CONNECTED BUILDINGS A, B, C

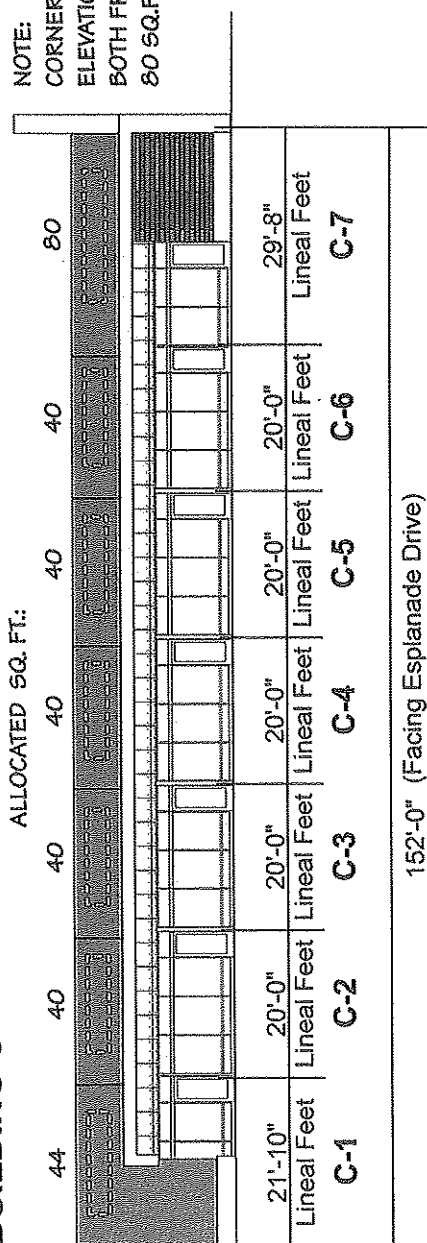
ALLOCATED SQ. FT.: 160



ALLOCATED SQ. FT.: 160



ALLOCATED SQ. FT.:



CORNER TENANT (C-7) MAY HAVE ADDITIONAL WEST ELEVATION SIGN FACING FOOD 4 LESS PARKING LOT. BOTH FRONT AND SIDE SIGNS SHALL NOT EXCEED 80 SQ.FT. TOTAL.

SIGNAGE AREA SHOWN FOR LOCATION PURPOSES ONLY.
ALLOWABLE SIGN AREA AND DESIGN MUST COMPLY
WITH ALL ASPECTS OF THE SIGN PROGRAM

SIGNAGE AREA SHOWN FOR LOCATION PURPOSES ONLY.
ALLOWABLE SIGN AREA AND DESIGN MUST COMPLY
WITH ALL ASPECTS OF THE SIGN PROGRAM

TOTAL ALLOCATED SQ. FT. : 349.5
TOTAL MAIN ID SIGN SQ. FT. : 256.5
TOTAL SECONDARY SIGN SQ. FT. : 69.25

MAIN ID & SECONDARY LETTER SETS TOTAL: 220.75 SQ. FT.
SHALL NOT EXCEED 10% OF SIGNABLE AREA: 238.75 SQ. FT..

BUILDING D - EAST (FACING VINEYARD) PRIMARY FRONTAGE

SECONDARY CHANNEL LETTERS
(24" HEIGHT MAX.)

MAIN ID CHANNEL LETTER SET
MAX. 6'-0" X 25'-3" = 151.5 SQ. FT.

79'-7"

30'-0"

313'-0"

(Facing Vineyard Ave.)

SECONDARY CHANNEL LETTERS
(TAG LINE) 1'-6" X 46'-2" = 69.25

BUILDING D - NORTH (FACING ESPLANADE)

MAIN ID CHANNEL LETTER SET
4'-0" X 16'-10" = 67.3 SQ. FT.

46'

260'-0"

(Facing Esplanade Drive)

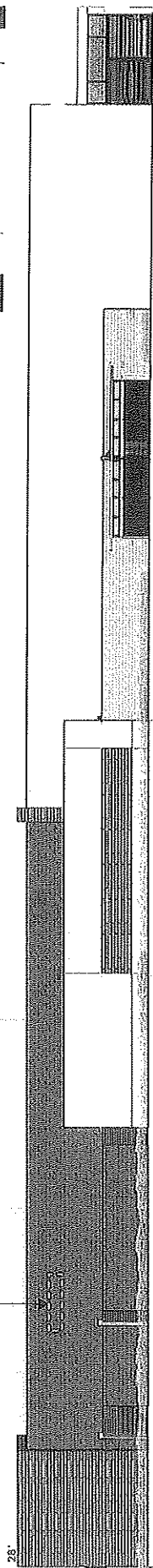
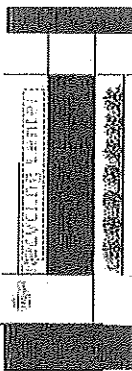
ATTACHED RECYCLE CENTER @ SOUTH (REAR)

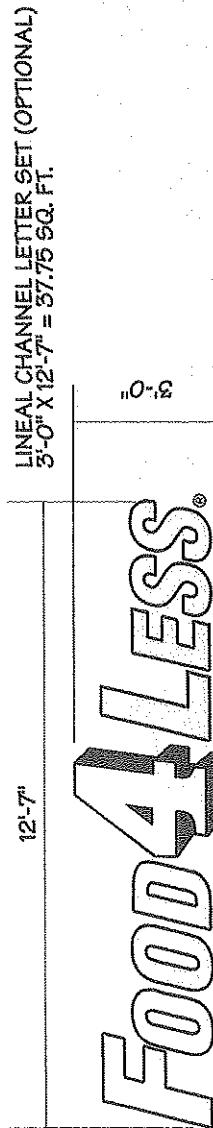
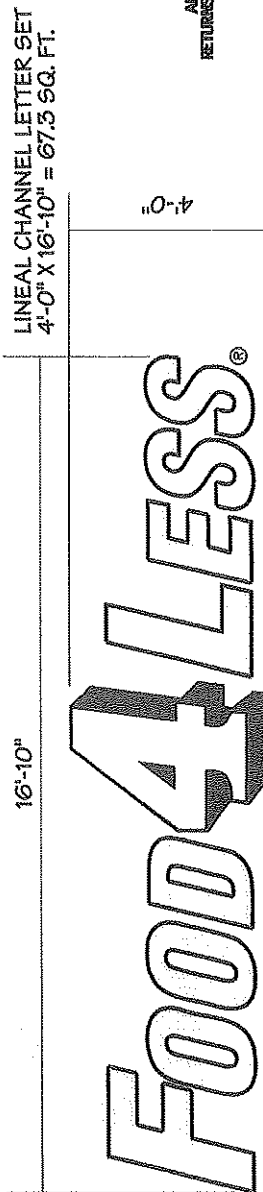
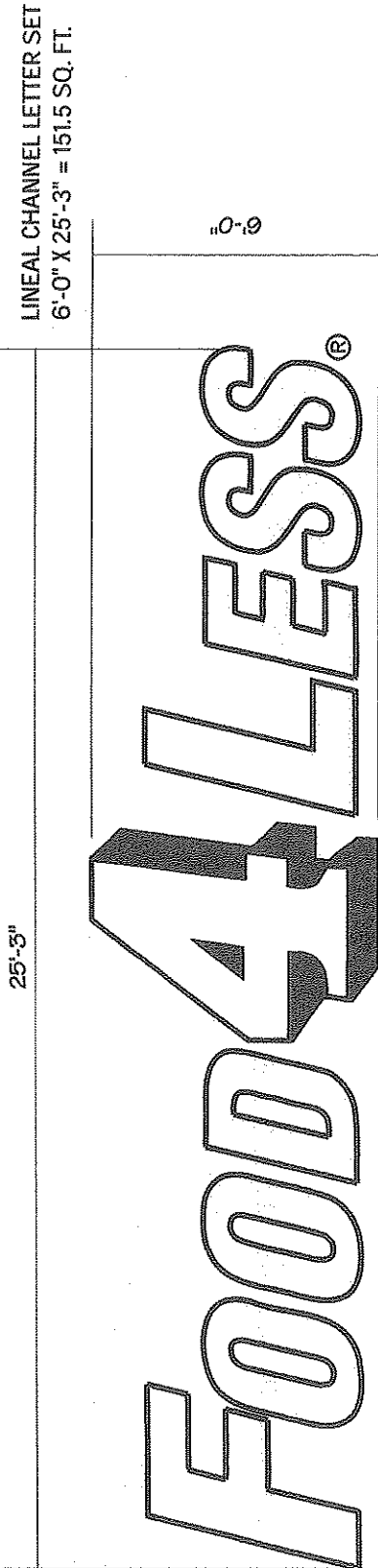
ALLOCATED SQ. FT. : 50

BUILDING D - WEST (FACING BLDG. E)

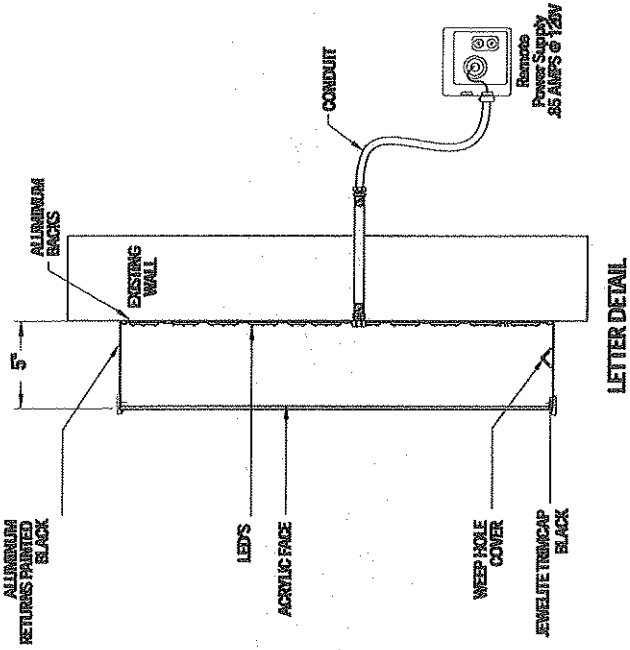
MAIN ID CHANNEL LETTER SET (OPTIONAL)
5'-0" X 12'-7" = 57.75 SQ. FT.

28'





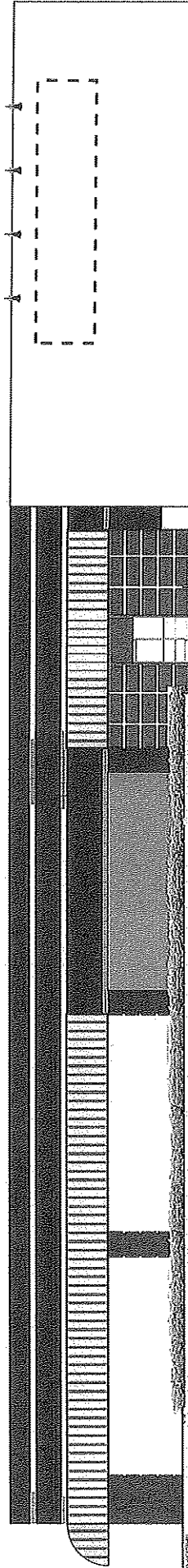
- | | | | |
|---|--------------------------------|---|--------------------------------------|
|  | 2465 YELLOW ACRYLIC |  | WHITE ACRYLIC WITH BLACK DROP SHADOW |
|  | BLACK ALUMINUM RETURNS & BACKS |  | BLACK ALUMINUM RETURNS & BACKS |
|  | BLACK TRIM CAP |  | BLACK TRIM CAP |



LETTER DETAIL

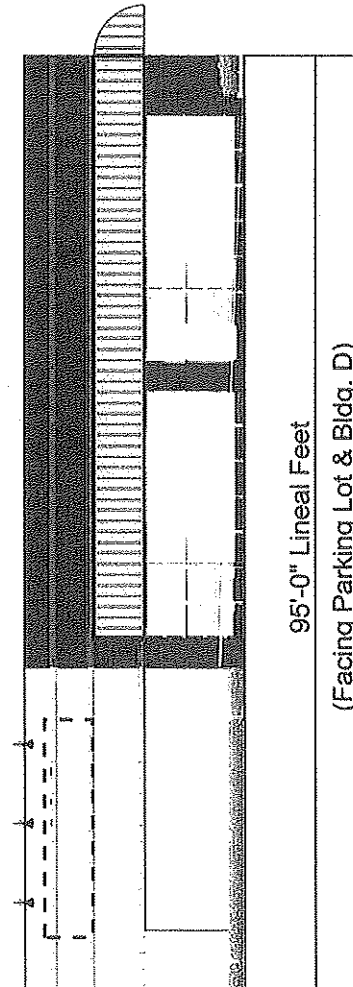
TOTAL ALLOCATED SQ. FT. : 220

BUILDING E - North



192'-0" Lineal Feet
(Facing Esplanade Drive)

BUILDING E - East



95'-0" Lineal Feet
(Facing Parking Lot & Bldg. D)

BUILDING E - West Facing Wagon Wheel
(elevation not shown)

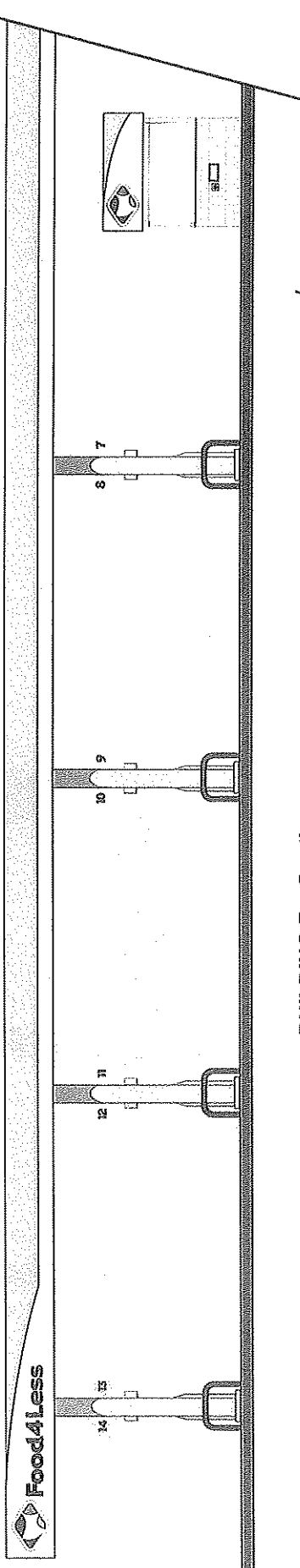
SIGNAGE AREA SHOWN FOR LOCATION PURPOSES ONLY.
ALLOWABLE SIGN AREA AND DESIGN MUST COMPLY
WITH ALL ASPECTS OF THE SIGN PROGRAM

FUEL STATION CANOPY & KIOSK

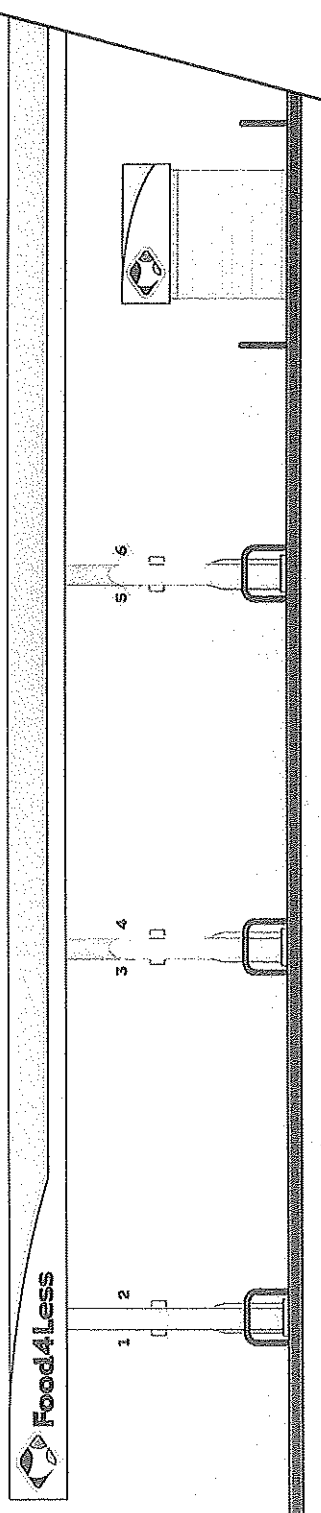
TOTAL ALLOCATED SQ. FT. : 74.25
TOTAL PROPOSED SQ. FT. : 74.2

- Fuel Station
- a. Tenant identification, kiosk & canopy frontage
 - i. Kiosk flush mount
 - ii. Canopy flush mount

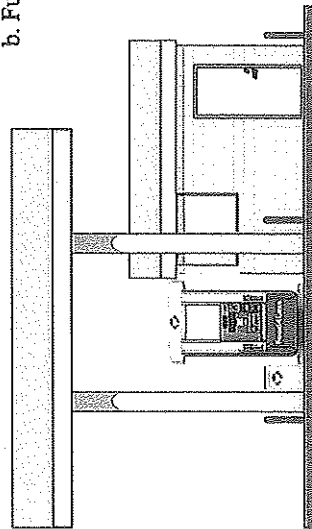
BUILDING F - North



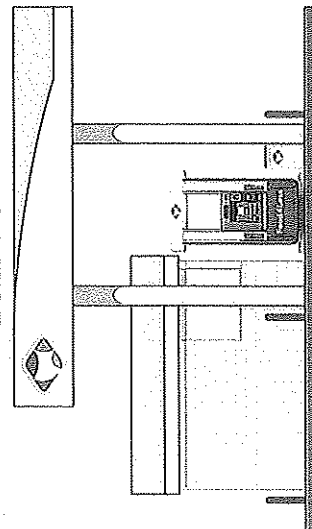
BUILDING F - South



BUILDING F - West

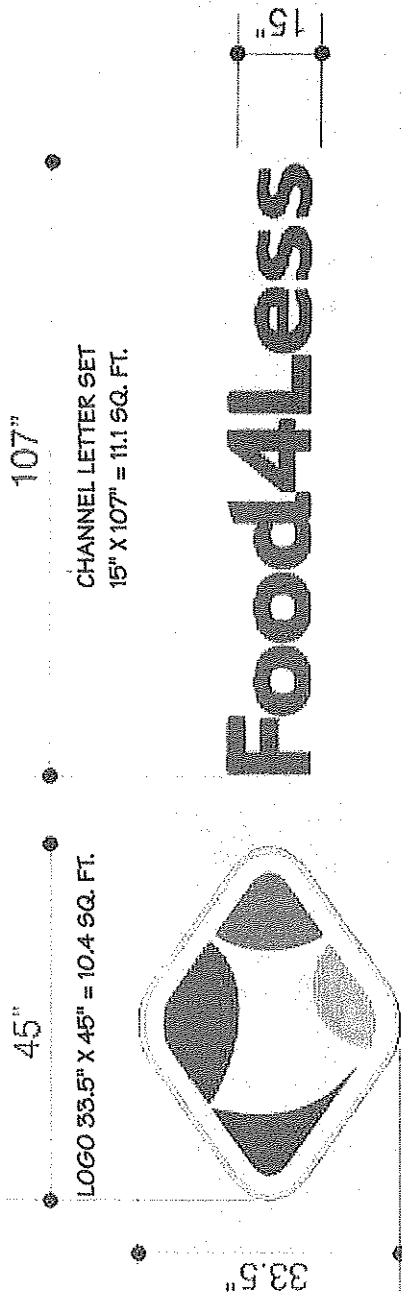


BUILDING F - East



b. Fuel Center Signs on Canopy and Kiosk

- a. Channel letters and logo to be centered on canopy fascia and shall not exceed 3' in height (existing canopy fascia height 42").
- b. Signs shall be LED internally illuminated.
- c. Faces may be vacuum formed or flat retained with 1" trim cap.
- d. Signs must be fabricated using non-rusting /non-ferrous materials.
- e. No more than one logo per elevation.
- f. Placement of canopy signage to be approved by landlord.
- g. Kiosk to allow (2) two channel constructed logos, either illuminated or non-illuminated.
- h. Kiosk logos are not to exceed sizes of logos on canopy.

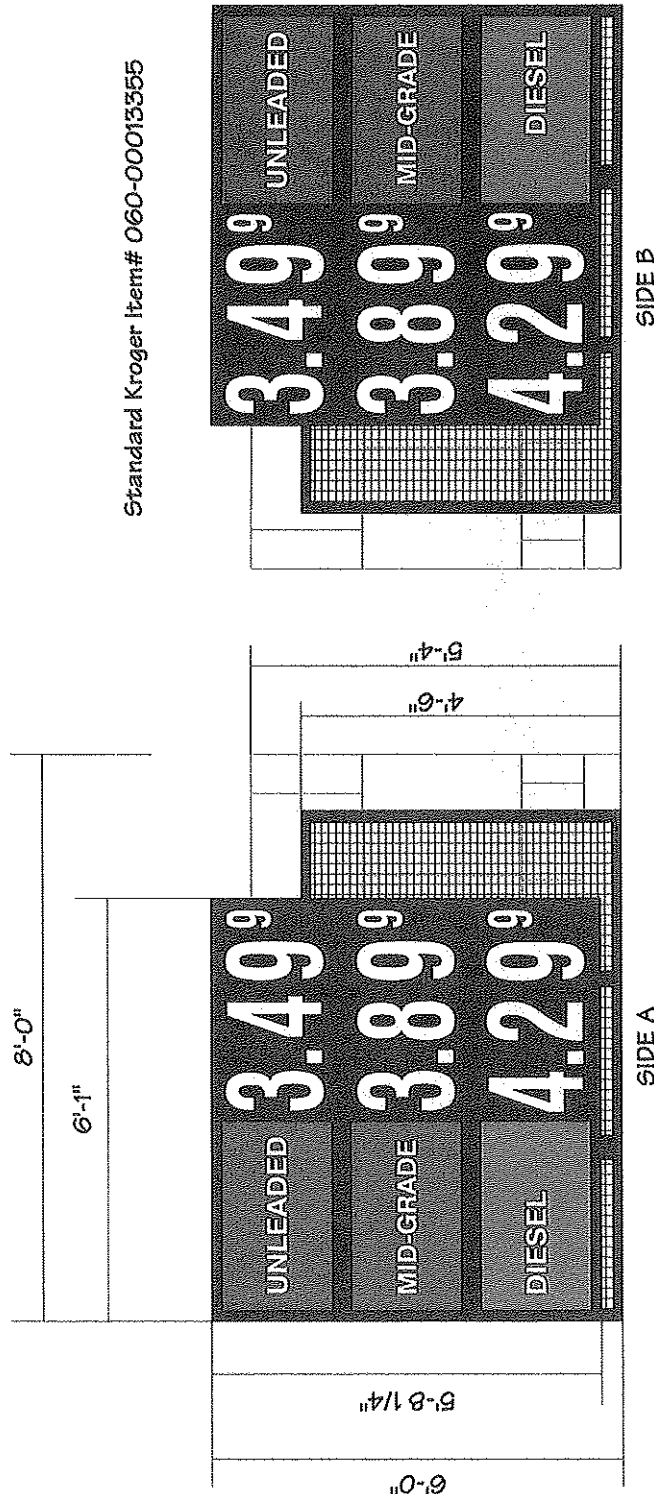


FUEL STATION MAIN ID

MONUMENT SIGN 1

SIGN 1 - Fuel Station Main ID, fuel grade & pricer, freestanding on site monument

TOTAL ALLOCATED SQ. FT. : 80.5
TOTAL PROPOSED SQ. FT. : 73



NOTE: "UNLEADED" TO BE STREET
SIDE ON BOTH PANELS

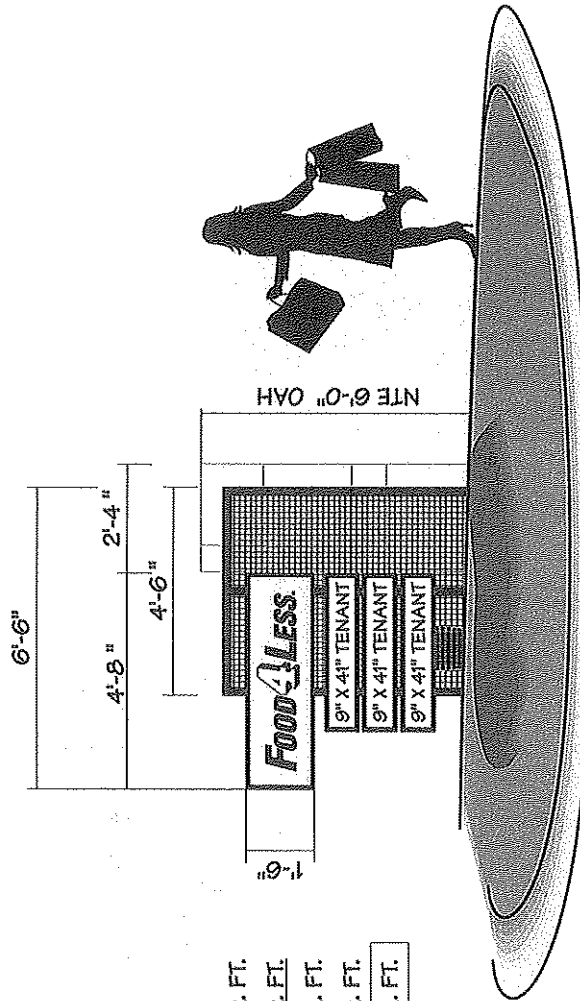
SPECIFICATION - SIGN TYPE 1

(1) One internally illuminated 6'-0" (h) x 6'-1" (w) monument display to be constructed using non-rusting/non-ferrous materials. Tenant panel/brand identification to be separate from electric led pricing. Food 4 Less faces to be decorated polycarbonate.

ATTACHMENT

PAGE 13 OF 15

TOTAL ALLOCATED SQ. FT. : 59.50
TOTAL PROPOSED SQ. FT. : 58.72



MAIN ID CABINET 1'-8" X 4'-8" = 7 SQ. FT.
TENANT PANELS 9" X 41" = 2.56 X 3 = 7.68 SQ. FT.
TOTAL SQ. FT.: 14.68 SQ. FT.
TOTAL SQ. FT. X 2 SIDES: 29.36 SQ. FT.
GRAND TOTAL SQ. FT. X 2 SIGNS: 58.72 SQ. FT.

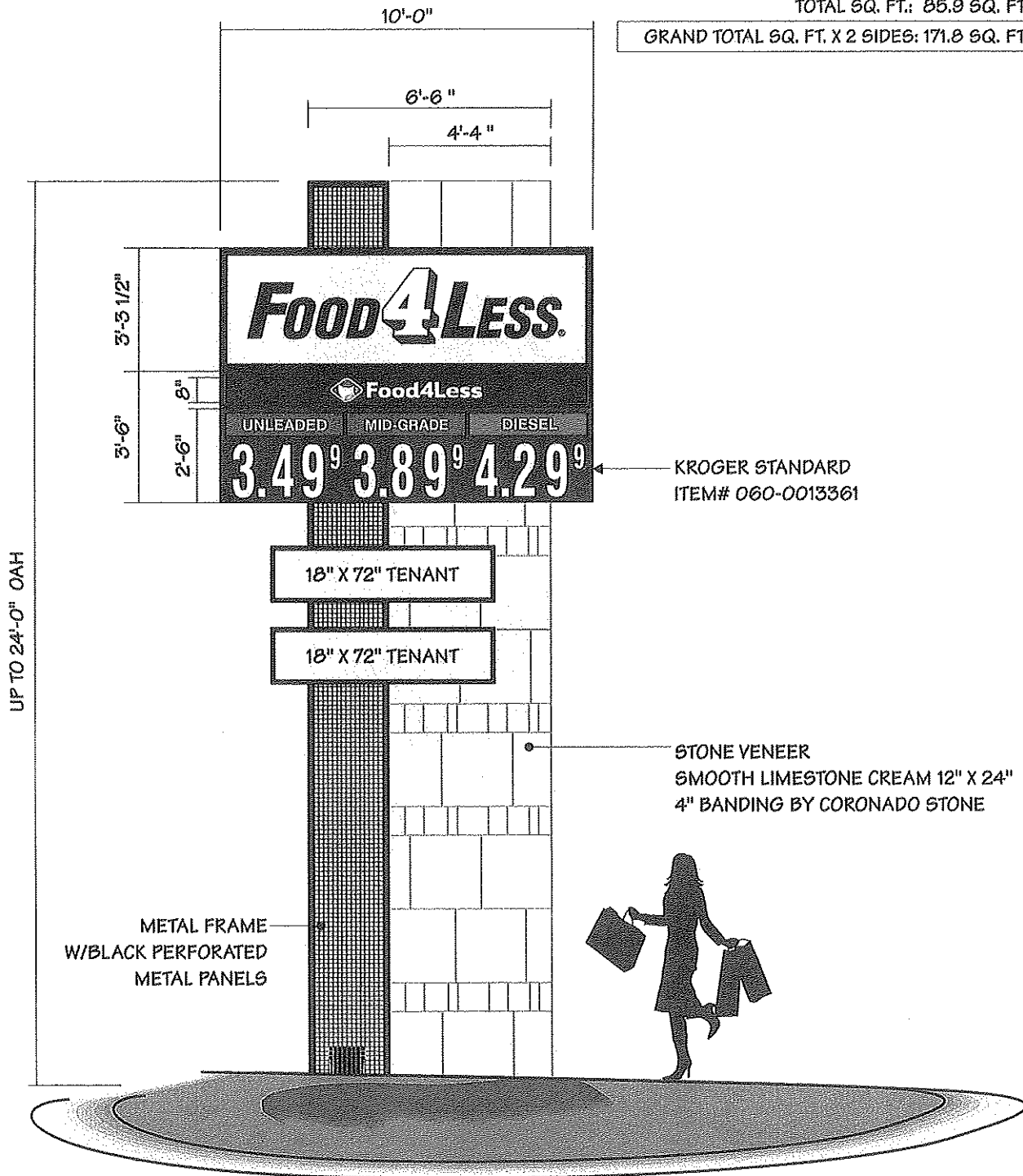
SPECIFICATION - SIGN TYPE 2 - (2) TWO DF SIGNS
NTE 6'-0" OAH x 6'-6" maximum width, freestanding monument sign with internally illuminated architectural elements. Anchor tenant signs to be a maximum of 1'-6"(h) x 4'-8"(w). (3) Three additional tenant panels to be a max. 9"(h) x 41"(w). All tenant cabinets are internally illuminated, single face (SF) displays with decorated flat polycarbonate faces. All single face cabinets to be shrouded on open end to appear as one double face (DF) singular cabinet.

ATTACHMENT 8
PAGE 14 OF 15

TOTAL ALLOCATED SQ. FT. : 172
TOTAL PROPOSED SQ. FT. : 171.8

MAIN ID CABINET 3'-3 1/2" X 10'-0" = 32.9 SQ. FT.
FUEL SIGN 3'-6" X 10'-0" = 35 SQ. FT.
TENANT PANELS 18" X 72" = 2.56 X 2 = 10 SQ. FT.
TOTAL SQ. FT.: 85.9 SQ. FT.
GRAND TOTAL SQ. FT. X 2 SIDES: 171.8 SQ. FT.

MULTI-TENANT



SPECIFICATION – SIGN TYPE 3 - (1) ONE DF SIGN

Up to 24' OAH x 10'-0" maximum width, freestanding pylon sign with internally illuminated architectural elements. Anchor tenant signs to be a maximum of 3'-4"(h) x 10'(w). (2) Three additional tenant panels to be a max. 18"(h) x 72"(w). All tenant cabinets are internally illuminated, single face (SF) displays with decorated flat polycarbonate faces. All single face cabinets to be shrouded on open end to appear as one double face (DF) singular cabinet. Construction of display cabinets and shrouds to be non-rusting/non-ferrous metal painted black.

ATTACHMENT 8
PAGE 15 OF 15

PYLON SIGN 3



Police Department

Jeri Williams, Police Chief

Date: October 22, 2012

To: Ashley Golden, Principal Planner

From: Cliff Waer, Senior Alcohol Compliance Officer

Subject: 150 W. Esplanade Drive (Food-4-Less)

Site Information:

The proposed site is an existing, vacant building that was most recently occupied by a Target department store. The building is expected to be razed as part of a redevelopment plan for the overall commercial center and a new building is to be constructed in essentially the same footprint. Food-4-Less operates a store in the same commercial center and will relocate to the new site.

The site is generally bordered by the Esplanade commercial center to the north, Vineyard Avenue to the south, commercial and Highway 101 to the east, and commercial to the west. The nearest residences are approximately 500 feet to the west across Oxnard Boulevard. The applicant has requested to obtain an ABC License Type-21 which is an Off-Sale License that allows for the sale of beer, wine and distilled spirits.

Alcohol outlets located within 1000 feet of the establishment also include:

BUSINESS NAME	LOCATION	LICENSE TYPE	LICENSE TITLE	LICENSE DESC.	ALCOHOL ALLOWED
1. Cost Plus World Market	2221 W. Esplanade	Type 20	Off-Sale Beer and Wine	Specialty Store	Beer and Wine
2. BJ's Brewery	461 W. Esplanade	Type-47	On-Sale General	Restaurant	Beer, Wine and Spirits

Crime Statistic Review:

For comparison purposes the Police Department calculates the average number of part I and II crimes that occur per reporting district (grid) during a selected 12-month period. The average city-wide, per grid base number of Part I and II crimes is currently 117.

The average number of Part I and II crimes in the *applicant's* reporting district and all other districts within 1000 feet of the applicant is 181 during the same 12-month time period. This is 54% higher than the average crime rate citywide which is generally considered to be significant. The elevated crime rate is typical of areas where there are large commercial centers and significant retail activity. The majority of the calls for service were generally property crimes or petty in nature. The number of disturbance calls and those that listed alcohol as a contributing factor were below the citywide average. The area is not considered to be a policing problem.

For reference, the category of part I crimes include: murder, rape, robbery, theft, burglary, auto theft, assault, and arson. Part II crimes include: vandalism, weapons possession, other sex offenses, drug abuse violations, driving under the influence, liquor laws, drunkenness, and disorderly conduct. Any reference above to "police calls for service" may include all types of police responses to the area, not just the Part I and II crimes that are reported to the federal Uniform Crime Report system (UCR). Such calls may include fights, loud noise, domestics and other disturbances not otherwise classified as Part I or II.

Police Department Input:

The Beat Coordinator who is responsible for monitoring and managing the day-to-day police activity near the location said that the area immediately surrounding the proposed site is not considered to be a policing problem. The area is not considered to be over-saturated with off-sale alcohol outlets and there are no similar uses within 350 feet of the site. This business currently operates near the newly proposed site and has a valid ABC license Type-21. They will simply be transferring their existing ABC license to the new building. Therefore, the alcohol outlet density for the area will not increase.

Conclusion:

The statistical analysis shows the area to have a crime rate that is approximately 54% higher than the city-wide average which is generally considered to be significant. However, the site is surrounded by a bustling commercial center where such elevated crime rates are not uncommon. The Beat Coordinator for the area said it is not considered to be a policing problem.

The Police Departments experience is that this type of license (Type 21 – Off-Sale Beer, Wine and Spirits), when properly regulated through conditions imposed by the Planning Commission, does not normally aggravate police and community issues, as long as the establishment complies with these regulations and operates responsibly. The Police Department is not opposed to this use and recommends adoption of all of the standard and special conditions listed in the attached Planning Commission resolution.

Police Standard Conditions

- 1) All managers or supervisors who are responsible for the daily coordination, supervision or managing of employees, shall complete an approved course in Responsible Beverage Sales and Service (RBSS) within sixty days of license granting and/or date of employment. Training can be arranged through the Oxnard Police Department. (PL/PD)
- 2) There shall be no advertising of alcoholic beverages visible from the outside of the establishment, including advertising directed to the exterior from within, promoting or indicating the availability of alcoholic beverages. (PL/PD)
- 3) The Police Chief or designee may immediately suspend operation of the uses approved by this permit pending a hearing on the revocation of this permit if the Chief finds that there have been significant violations of the use permit conditions and/or ABC permit, or there is a single serious violent crime or single significant incident to which multiple police units or multiple police jurisdictions respond associated with the operation of this use, which the Chief determines, after due process that shall include communication with the owner, is detrimental to the public safety or health. The Chief shall immediately inform the Planning and Environmental Services Manager of the suspension and the Manager shall schedule a hearing on the revocation of the permit by the Planning Commission to be held no more than 30 days after the suspension begins. (PD)
- 4) Any signs, advertisements or decorations placed upon the windows shall not exceed 20% of the overall window area. Additionally, there shall be no other obstructions placed near the windows that exceed 20% of the overall viewing area including display racks, stored products, shades or blinds.
- 5) Upon any individual transfer (person-to-person) of the subject Alcoholic Beverage Control License, or if the business is ever deemed a nuisance as defined by Oxnard City Code, the Police Department may initiate Planning Commission review of the existing SUP and the Planning Commission may apply or remove conditions as appropriate to mitigate existing or potential problems.
- 6) Any graffiti painted or marked upon the premises or on any adjacent area under the control of the Permittee shall be removed or painted over within twenty-four (24) hours of being applied. (PL/PD)
- 7) Permittee shall be responsible for maintaining free of litter the area adjacent to the premises over which they have control. This includes the rear of the business. (PL/PD)
- 8) Any rear door of the premises shall be equipped on the inside with an automatic locking device, shall be closed at all times, and shall not be used as a means of access by

patrons to and from the licensed premises. Temporary use of these doors for delivery of supplies or disposal of trash does not constitute a violation. (PD)

- 9) Employees involved in the sale or service of alcoholic beverages shall not be allowed to consume alcoholic beverages at any time during their shift. Employees shall not report to work with evidence of having consumed any intoxicants such as alcohol, illegal drugs or controlled substances. (PD)
- 10) The parking lot and adjacent areas of the premises shall be equipped with lighting of sufficient power to illuminate and make easily discernable the appearance and conduct of all persons on or about the area. This includes the rear of the business. (PL/PD)
- 11) There shall be no pay phones installed inside the premises nor shall there be any pay phones installed outside within 100 feet of the premises. (PL/PD)
- 12) Permittee shall regularly police the area under Permittee's reasonable control (including the rear of the business) and shall not permit the loitering of persons about the premises. (PL/PD)
- 13) In the areas surrounding the business the Permittee shall post prominent, permanent signs indicating that loitering, open containers and the consumption of alcoholic beverages is prohibited. This includes the parking lot and other adjacent areas under Permittee's reasonable control. (PD)
- 14) Coolers or displays containing alcoholic beverages shall be separated from other, non-alcoholic products and shall be positioned so as to allow maximum visibility to cashiers, clerks, associates or employees. Unless otherwise approved by the Police Department, alcohol displays shall not be positioned near customer entry/exit doors, nor shall they be in a location that allows for an easy and unobstructed path to any entry or exit. It is recommended that the alcohol displays or coolers be positioned where employees have a clear view from their normal work stations of the activity of persons in the alcohol aisle. (PD)
- 15) There shall be no amusement machines or video devices maintained on the premises at any time. (PD)
- 16) Beer, malt beverages and wine coolers, in containers of 40oz in volume or less, cannot be sold by single containers, but must be sold in manufacturer pre-packaged multi-unit quantities.
- 17) No wine shall be sold with an alcoholic content of greater than 15% by volume except for "Dinner Wines" which have been aged two years or more and maintained in corked bottles (Port, Sherry, Saki, Marsala, Madiera, Muscat and Vermouth are permitted). (PD)
- 18) Prominent signs shall be posted stating, in effect, "No persons under 21 will be served alcoholic beverages" and "Valid ID is required to purchase alcoholic beverages". These

signs shall, at a minimum, be posted at each point of sale and near any alcohol display or areas. (PD)

- 19) No open floor displays of alcoholic beverages are allowed, including but not limited to "beer mountains" and portable coolers. (PD)
- 20) Alcoholic beverages shall not be sold between the hours from 11:00 PM to 7:00 AM.
- 21) There shall be no self-service displays of any type of tobacco product including, but not limited to cigarettes, cigars and smokeless tobacco.
- 22) Security cameras shall be installed to monitor the premises and be positioned to monitor at minimum the entry/exit, all points of sale, alcohol coolers and the areas immediately surrounding the exterior of the business. The camera system shall comply with the following minimum standards: (PD)
 - a. The cameras shall be color cameras, made by a reputable manufacturer and maintained to current industry standards. They shall have low light capability and be capable of identifying persons conducting transactions at the stores' registers or entering/exiting the business.
 - b. The system shall utilize a Digital Video Recorder (DVR). The use of videocassette recorders (VHS and other formats) is prohibited. The DVR shall allow recording, live viewing and playback of recorded video for a period of least 30 days. DVR shall perform all recording, viewing (local and remote), playback (local and remote), queries and backup functions simultaneously, with no interruption of any other function.
- 23) Permittee shall establish responsible cash handling procedures to reduce the likelihood of robberies and thefts.
- 24) Permittee shall bolt down or otherwise secure all cash registers to service counters in order to prevent the entire device from being stolen during a burglary or robbery.
- 25) Permittee shall have drop-safes installed or establish other responsible cash handling procedures to allow employees to deposit daily receipts throughout the day as the amounts exceed allowable levels in the register (typically \$50).
- 26) When used, Permittee shall install signage which indicates that employees do not possess keys to safes and that minimal levels of cash are available in register.
- 27) Permittee shall install height gauges at all exit doors.
- 28) Permittee shall install an electronic intrusion detection system (burglary alarm) that detects portal openings, glass break, and interior motion.

- 29) Permittee shall equip each point of sale with a silent robbery alarm that complies with Oxnard City Ordinance No. 2601 or develop and implement critical incident protocols that provide an efficient method for alerting police and others to a potential threat without unnecessarily putting the employees at risk.
- 30) A copy of these conditions must be maintained on the premises and made available upon the demand of any peace officer at all times. (PL/PD)

Police Special Conditions

1. Coolers, containers or displays of alcoholic beverages shall be locked or inaccessible during hours of prohibited sale (11:00 PM to 7:00 AM) if the business is open to the general public during those times. (PD)
2. The sale of energy drinks that contain any amount of alcohol is prohibited. (PD)
3. The self-checkout of alcoholic beverages is strictly prohibited. All transactions involving alcohol shall be completed by an employee who is responsible to ensure the customer is aged 21 or older and that they are not obviously intoxicated. (PD)
4. Any display of distilled spirits shall be maintained in locked cabinets at all times or under the direct control of employees. No distilled spirits shall be accessible to customers at any time without assistance from an employee. (PD)
5. The sale of single serving containers of distilled spirits is prohibited.
6. Permittee shall develop a security plan that is approved by the Chief of Police or his designee and that includes comprehensive anti-theft strategies to minimize the risk of thefts related to the availability of alcohol. Such strategies may include but are not limited to anti-theft tags or sensors, product checks by staff at the exits, cart stopping devices and CCTV. Strategies that minimize the likelihood for sales of alcohol to underage customers shall be part of this plan.

RESOLUTION NO. 2012 – 29

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 12-540-1 (PLANNED DEVELOPMENT PERMIT), TO REDEVELOP THE FOOD 4 LESS/TARGET SITE INCLUDING DEMOLITION OF THE FORMER TARGET BUILDING AND CONSTRUCTION OF A 159,954 SQUARE FOOT SHOPPING CENTER, ASSOCIATED PARKING, LANDSCAPING AND CIRCULATION IMPROVEMENTS. LOCATED AT THE CORNER OF VINEYARD AVENUE AND WEST ESPLANADE DRIVE (130, 150, 250, & 300 W. ESPLANADE DRIVE; APNS 142-0-010-435; 142-0-010-205; 142-0-010 -415), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY THE KROGER COMPANY, GREG PETERS, 1100 WEST ARTESIA BLVD, COMPTON, CA 90220.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit No. 12-540-1, filed by the Kroger Company in accordance with Section 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Manager provided public notice of the intent of the City to adopt a mitigated negative declaration for this project, and the Planning Commission considered the proposed mitigated negative declaration, together with any comments received during the public review process, finds on the basis of the whole record before it (including the initial study and any comments received) that with the imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the mitigated negative declaration reflects the independent judgment of the City, and adopts the mitigation monitoring and reporting program and mitigated negative declaration (MND 12-01); and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt the mitigated negative declaration is based are located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the following circumstances exist:

1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.
2. The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

ATTACHMENT 10
PAGE 1 OF 51

3. The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this resolution.
4. The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.
5. The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.

WHEREAS, in allowing 5-foot by 5-foot "diamond" planters in all the parking lot rather than requiring exclusively 9-foot by 19-foot "finger planters" the Planning Commission finds that the site plan on file with the Planning Division:

1. Provides an equal to or greater amount of landscaping than would result with the installation of 9-foot by 19-foot "finger planters", and
2. The modification will not be detrimental to the public health, safety or welfare.

WHEREAS, in approving a sign program for the site the Planning Commission finds:

1. The project subject to the master sign program has been approved subject to a specific plan, development plan, planned development permit, or special use permit;
2. The amount of sign area does not exceed that which would be allowed by this chapter and otherwise meets the intent of the sign provisions of this chapter;
3. The type and appearance of the proposed signs is consistent with the design guidelines or architectural character of the development; and
4. The master sign program provides for a unique and unified sign program that cannot be accommodated through strict application of the provisions of this chapter.

WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby approves this permit subject to the following conditions. The decision of the Planning Commission is final unless appealed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the

ATTACHMENT 10
PAGE 2 OF 51

project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated November 15, 2012 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, *G-3*)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)
5. By commencing any activity related to the project or using any structure authorized by this permit, other than the continued operation of the existing Food 4 Less market at its current location, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-5*)
6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations

taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6)

7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
8. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
9. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
10. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
11. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
12. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
13. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
14. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
15. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

LANDSCAPE STANDARD CONDITIONS

16. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, PK-1)
17. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate

permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, PK-2)

18. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
19. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensue compliance (PK, PK-4)
20. Prior to the issuance of a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)
21. At the time of planting, Developer shall provide at least 24-inch box size for all new trees planted on the subject property. All shrubs and vines planted under the subject permit by the Developer shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
22. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
23. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)
24. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "All landscaping and irrigation comply with Ordinance No. 2822", which adopted the City of Oxnard Landscape Water Conservation Standards. (PK, PK-24)

LANDSCAPE SPECIAL CONDITIONS

25. Staff accepts the arborist's report dated April 2012 and the appraisal value of the trees removed to be \$738,509.01. The economic appraisal value of the trees removed for project impacts and design (\$543,684.08, i.e. not trees for the future multi-use trail (MUT), bus stop pull-outs or ultimate 2030 land dedications) shall be incorporated into increased tree sizes for the project and shall be in addition to meeting the City's minimum tree size of 24-inch box. Developer shall pay to the City any economical value of the trees removed remaining after onsite trees are upsized, unless other terms of agreement can be met to increase the landscape value on or adjacent to the project site to the satisfaction of the Development Services Director or designee.

26. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart, shall be to the satisfaction of the Planning Manager or designee, and shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or be transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box. (PK)
27. Prior to issuance of the certificate of occupancy of Building D, Developer shall remove all trees within the City right of way required for the ultimate 2030 build out and roadway improvements along Esplanade Drive and Vineyard Avenue (tree numbers 36, 48, 49, 51-58, 60, 126-128, 156-159, per the Arborist Report dated April 2012). Such trees shall be removed at the Developer's expense; however the value of the trees need not be put back into the project site.
28. Prior to issuance of the certificate of occupancy of Building B, Developer shall remove all trees within the 12' easement area for a future multi-use trail (tree numbers 1, 166, 173, 174, 180-184, 190-192, 194, 195, per the Arborist Report dated April 2012). Such trees shall be removed at the Developer's expense; however the value of the trees need not be put back into the project site.
29. Prior to issuance of the certificate of occupancy of Building D, Developer shall remove all trees within the City right of way required for the project improvements along Esplanade Drive (tree numbers 59, 61, 129-131, 139-149, per the Arborist Report dated April 2012). Such trees shall be removed at the Developer's expense, and the value of the trees shall be put back into the project site by upsizing the required onsite trees and as provided in Condition No. 25.
30. Prior to issuance of certificate of occupancy, Developer shall install or plant a solid continuous 36" high visual screen at time of planting to help screen parked cars in parking lots from adjacent public streets. Such screen may be achieved by using 15-gallon plants and/or a 36" high decorative masonry screen wall with vine planting.
31. All diamond shaped tree planters installed by the Developer shall provide a minimum of 5' x 5' clear ground space (25 square feet of plantable space) for success of plant materials and trees indicated on the landscape plan.
32. Upon Site Improvement Plan submittal, Developer shall revise Section A of sheet 25 to show an 18" area adjacent to a new chain link fence.
33. Upon Site Improvement Plan submittal, Developer shall revise Section B & C of sheet 25 to show that the "2' car overhang area" contains landscaping. The landscape choice is subject to the approval of the Planning Manager or designee and shall be consistent with the landscaping throughout the site.

34. Provided there is adequate truck turning movement area, Developer shall lengthen the taper of the westerly end finger planter to parallel the MUT. Developer shall landscape and irrigate this area in a design consistent with the site development.
35. Developer shall provide vines 10' o.c. in 16" by 16" vine planter pockets within an 18" area adjacent to subject property's western property line (between the MUT area and property line). Such vines shall be irrigated and maintained by the Developer. At no time shall the Developer allow the vines to encroach into the 12' MUT easement area.
36. Developer shall plant evergreen shrubs (minimum 5-gallon size) maintained 3' – 5' in height adjacent to the trash enclosure walls. Such plant material shall be installed prior to final inspection and certification of each trash enclosure required per phase of the development.
37. Developer shall plant evergreen self clinging vines (minimum 5-gallon size) that attach to the exterior walls of the loading zone area walls. Such plant material shall be installed prior to final inspection and certification of each trash enclosure required per phase of the development.
38. Developer shall install landscaping including shrubs and vines trained to grow upon a trellis along the west side of building C (side elevation) and west (railroad side) and north (street side) of building D (railroad side). (PK)

FIRE DEPARTMENT STANDARD CONDITIONS

39. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, F-1)
40. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)
41. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)
42. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)

43. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)
44. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)
45. At all times during construction, Developer shall maintain paved surfaces capable of handling loads of 46,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, *F-7*)
46. Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)
47. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, *F-10*)
48. The turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, *F-11*)
49. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, *F-12*)
50. Developer shall install in each structure in the project a detection/alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and allows the central station monitor to inform the Fire Department of the point of entry into the structure that is nearest the fire. (FD, *F-13*)
51. All signalized intersections shall be equipped with pre-emption equipment. (FD/TR, *F-15*)
52. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, *F-16*)

FIRE DEPARTMENT SPECIAL CONDITIONS

53. Fire sprinkler coverage is required for:
 - a. Patios, overhangs or any other projections that are 48" or more from the structure.
 - b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
 - c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.

54. Before the City issues a certificate of occupancy, the Developer shall install a Knox key vault at a location to be determined by the Fire Department.
55. Developer shall ensure Fire Department access through man-gates, either by Knox lock devices or other Fire Department approved means.
56. Developer shall install a temporary hammerhead behind building B to provide turn around ability for fire apparatus. Such hammer-head shall be removed by the Developer, when access to the adjacent property is provided. At time of removal, Developer shall install parking stalls (5) and a planter, per the approved plans, in the area previously used for the hammerhead. (FD)
57. At time of building permit submittal, Developer shall design for a fire hydrant to serve building C located one finger planter west of its existing location (currently shown adjacent to the trash enclosure), unless otherwise waived by the Fire Chief or designee. (FD)

PLANNING DIVISION STANDARD CONDITIONS

58. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
59. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, PL-2)
60. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, PL-3)
61. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)
62. Developer acknowledges that because of population limitations placed on the City by the Air Quality Management Program, approval of this permit does not guarantee that the City will issue building permits. The City's issuance of building permits may be delayed as a result of implementation of an air quality plan. (PL, PL-5)
63. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)

64. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
65. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.
66. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)
67. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, PL-9)
68. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, PL-14)
69. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, PL-15)
70. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, PL-16).
71. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of

exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, *PL-41*)

72. Developer shall install all roof and building drainpipes and downspouts inside building elements. These items shall not be visible on any exterior building elevations. (PL, *PL-42*)
73. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, *PL-43*)
74. Prior to issuance of a certificate of occupancy, Developer shall remove all construction materials and vehicles from the subject property. (PL/B, *PL-47*)

PLANNING DIVISION SPECIAL CONDITIONS

75. In accordance with City Council Resolution No. 14,124, Developer shall participate in the City's Public Art Program. Such participation shall be through the payment of the Public Art fee prior to issuance of building permits, installing art onsite, or a combination of payment of fee and installation of art, subject to the approval of the Development Services Director. Prior to the Director's determination the Developer shall submit the details and design elements of the "entry feature" to determine if such feature constitutes public art as defined and described in City Council Resolution No. 14,124.
76. The master sign program for the site (Food 4 Less Gateway Plaza) is limited to a total of 2,002 square feet. Sign area shall be allocated and installed as shown in the "Food 4 Less Gateway Plaza" sign program. Prior to issuance of the first building permit for the site, Developer shall amend the sign program to reflect technical changes regarding individual building sign allocations and the format of the sign program. Such changes are subject to the approval of the Planning Manager. Developer may request amendments to the sign program through a minor modification permit, provided the program meets the regulations of the City Code.
77. Prior to issuance of the first building permit associated with the service station, Developer shall provide a revised sign design on the fuel pricing ground sign. The sign shall include architectural detailing, consistent with the freestanding and ground signs in the "Food 4 Less Gateway Plaza" sign program and meet the provisions of City Code, subject to the approval of the Planning Manager.
78. Prior to issuance of the first building permit associated with the ground or freestanding signs, Developer shall provide additional details on the sign panels to ensure a high quality product, subject to the approval of the Planning Manager.
79. The ground signs shall not exceed 7' in height as measured from the adjacent curb, as long as there are not safety concerns or line of site issues as determined by the Planning Manager and

Traffic Engineer. The overall structure of the sign shall meet the specifications outlined in the "Food 4 Less Gateway Plaza" sign program and not exceed 6' in height.

80. The signs shown on the architectural elevations are conceptual only, and not part of the sign program. Future signage shall be regulated by the "Food 4 Less Gateway Plaza" sign program.
81. Prior to issuance of certificate of occupancy for the site improvements, Developer shall slurry seal the entire project. To maintain a cohesive look for the site, during times of site maintenance, Developer shall continue to slurry seal the whole site at one time.
82. Prior to issuance of certificate of occupancy for the site improvements, Developer shall provide a chain link fence, or equivalent, along the property line adjacent to the railroad. (PL)
83. Prior to issuance of building permits for the "entry feature" Developer shall submit a minor modification and associated permit fees for the design of this feature. With the exception of the maximum 2' tall "City of Oxnard" wall sign, no portion of this feature shall encroach into the required 10' front yard setback area. Such entry feature may be considered as public art, subject to the review and approval by the Development Services Director in compliance with the City Council Resolution No. 14,124.
84. Developer shall provide bicycle parking in accordance with the ratio defined within the Off-Street Parking Ordinance of the City Code. The location of the bike racks shall be shown on the construction plans. The locations and distribution of the bike racks shall be in accordance with the Oxnard Bicycle and Pedestrian Facilities Master Plan (2012), unless otherwise approved by the Planning Manager and Traffic Engineer. At a minimum the bike racks for buildings A – C shall be better distributed to conveniently serve customers of all the tenants and the bike racks for building D shall be located in a convenient and safe location for patrons to the satisfaction of the Planning Manager.
85. Outdoor storage or display of materials or goods is prohibited, unless a Temporary Use Permit is granted for uses and durations specified by City Code. (PL)
86. Developer shall diligently redevelop the site in its entirety (all phases specified on page 29 of the plans). If the Developer does not receive certificate of occupancy for all improvements, within 48 months, the Developer shall apply for a Major Modification to allow a time extension. (PL)
87. Prior to issuance of the first building permit for the site, Developer shall submit a final phasing plan for the entire site. Such plan shall clearly show what perimeter landscaping will be provided with which building occupancy. Such plan shall be subject to the approval of the Development Services Director or designee. In addition the plan shall clearly show that the code-required number of parking spaces and a loading zone be provided prior to occupancy of each building. (PL)

88. During the remodeling of building E Developer shall submit building permits for the reconstruction of the loading zone associated with said building. The loading zone shall provide adequate access and visibility for the MUT users. The fence surrounding the loading zone shall be wrought iron, or a similar material, and 50% open. If building E has not been remodel by the time the funds have been committed for the design of the MUT, the Developer shall reconstruct the loading zone within 180 days from the time the Developer receives notice of funding being obligated. (PL)
89. Developer shall provide three "breaks" in the MUT that contain pedestrian walkways from the MUT to the buildings (C, D, & E). Such breaks shall allow for a MUT user to exit the MUT and access a pedestrian walkway to get to them to on-site sidewalks. Developer shall construct these walkways of color-enhanced concrete. The concrete color shall contrast with the parking lot asphalt to clearly identify pedestrian areas. This condition in its entirety, or just a portion, can be waived by the Development Services Director or designee if it is determined that the MUT timeline is too speculative and the pedestrian connections would pose a safety concern.
90. Developer shall narrow the driveways in front of buildings A-C and building D from 30' to 28', unless otherwise approved by the Planning Manager. The land from the drive aisle may be put into the widening of the building sidewalks or the landscape planters, as approved by the Planning Manager. (PL)
91. Loading and deliveries shall not be conducted in any location other than those locations designated on the approved Site Plan. (PL)
92. Developer shall install toilets that have automatic flush sensors in all restrooms available primarily for customer usage (i.e restaurants, coffee shops). Such toilets shall be included on the plans submitted for a building permit and shall be maintained and in working order at all times. (PL)
93. Developer shall install individual mirrors above each sink in public restrooms available primarily for customer usage (i.e restaurants, coffee shops) to the satisfaction of the Planning Division Manager. The details of such mirrors shall be approved prior to issuance of a building permit. Developer shall remove graffiti from the mirrors or replace the mirrors within 24 hours of graffiti appearance. (PL)
94. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
95. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, washable paint and sealers on site signage as well as building and perimeter walls. Developer shall include the "entry feature" in the Graffiti Deterrent Plan. (PL)

96. This permit is granted subject to the City's approval of a tentative map and parcel map and recordation of the parcel map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Division Manager and the Development Services Manager. Before occupying any structures or initiating any use approved by this permit, Developer shall comply with all conditions of the tentative and parcel map. (PL/DS)

PLANNING DIVISION RECYCLING CENTER CONDITIONS

97. Any operations equipment and/or recyclable materials placed within approved staging area during the day shall be stored within the container or off-site upon end of operations on a daily basis.
98. Permittee shall ensure that the drive-aisles are kept clear at all times. Permittee shall not allow patrons to block drive aisles or to double park.
99. Permittee shall be responsible for maintaining free of litter the area adjacent to the premises over which Permittee has reasonable control; this includes any potential runoff from storage containers.
100. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Signs shall comply with sign program conditions.

PLANNING DIVISION ENVIRONMENTAL CONDITIONS

AIR QUALITY

101. Developer shall ensure that all construction equipment is maintained and tuned to recommended manufacturer's specifications. (MND, C-1)
102. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to minimize excessive amounts of dust. (MND, C-2)
103. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (MND, C-3)
104. During construction, Developer shall control dust by the following activities:
- a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent

fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (MND, C-4)

105. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less. (MND, C-5)
106. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite. (MND, C-6)
107. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55(Fugitive Dust), and Rule 55.1(Fugitive Dust on Paved Roads and Public Unpaved Roads). (MND, C-7)
108. Prior to issuance of demolition permits for any structure on the site, Developer shall provide evidence of notifying the Air Pollution Control District of such demolition. Demolition and/or renovation activities shall be conducted in compliance with APCD regulations regarding Asbestos (Rule 62.7). (MND, C-8)
109. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to Rule 74.2 (Architectural Coatings). (MND, C-9)
110. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-10)

CULTURAL RESOURCES

111. Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The contract shall include weekly reports from the monitor to the Planning Division summarizing the monitor's activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning and Environmental Services Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building occupancy for each building. (MND, E-1)

GEOLOGY AND SOILS

112. The applicant shall submit a site-specific soils investigation prepared by a licensed geotechnical engineer. At a minimum, the study shall include liquefaction and compressible soils characteristics on-site and shall identify any necessary construction techniques or other mitigation measures to prevent significant liquefaction/compressible soils impacts on the

proposed project. All recommendations of said report shall be incorporated into the project. Developer shall submit the report to the Building Official for review and approval prior to issuance of building permits (MND, G-1)

NOISE

113. During all excavation and grading on site, the project contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. (MND, L-1)
114. Construction times shall be limited to 7 a.m. to 7 p.m. daily or in accordance with City Ordinances restricting construction times at the time of construction, whichever is more restrictive. (MND, L-2)

POLICE DEPARTMENT CONDITIONS

115. Light standards for the fuel station canopy shall be flush, or be recessed, with the canopy, and shall be subject to the approval of the Police Department.
116. Developer shall provide a photometric plan for the site that shows light levels, acceptable to the Police Department, for the entire project area. Site lighting shall illuminate all portions of the site, including the future MUT area. Lighting shall comply with the "Outdoor lighting Code and Guideline". (PD)
117. Developer shall ensure that the "skateboard deterrents" are flat stainless steel, not vertical. (PD/PL)
118. Developer shall ensure that the indentations on seat wall at the entry feature are a minimum of 5' apart. (PD/PL)
119. For the life of the project, Developer shall ensure that the any missing "City of Oxnard" letters be replaced within 72 hours. (PD)
120. Prior to certificate of occupancy, Developer shall install graffiti sealers on all planters and seat walls. Building permit plans shall state the requirement for the graffiti sealer. (PD/PL)
121. Developer shall install a gate to secure access to the purposed outdoor area for Building A. Such gate shall match the architecture of the building and is subject to Planning Division and Police Department approval.
122. Any signs, advertisements or decorations placed upon the windows shall not exceed 20% of the overall window area, if provided for in the sign program for the site. Additionally, there shall be no other obstructions placed near the windows that exceed 20% of the overall viewing area including display racks, stored products, shades or blinds. (PD/PL)

123. Developer shall be responsible for maintaining free of litter the area adjacent to the premises over which they have control. This includes the rear of the business. (PL/PD)
124. There shall be no pay phones installed inside the premises nor shall there be any pay phones installed outside within 100 feet of the premises. (PL/PD)
125. There shall be no amusement machines or video devices maintained on the premises at any time. (PD)
126. Developer shall install graffiti/etching-resistant film application on accessible window panes in public areas including reflecting surfaces in public restrooms.
127. Developer shall post all vehicle entrances to the parking lot in compliance with California Vehicle Code §22658(a)(1). Persons in lawful possession of the property may then cause the removal of a vehicle parked on the property to the nearest public garage if parked without the owner's permission.
128. Any electronic security system installed must comply with Oxnard City Ordinance No. 2601 (available online at <http://oxnardpd.org/documents/alarm-ordinance-2002.pdf>) and must be properly permitted by the City of Oxnard.
129. If a video surveillance system is used for this property, it shall comply with "Oxnard Police Department Guidelines & Recommendations for Closed-Circuit Television (CCTV) surveillance Systems."
130. All landscape materials shall be maintained in a condition that does not interfere with the natural surveillance of the property or obstruct the ability to observe the activities of persons on or about the property.

ENVIRONMENTAL RESOURCES DIVISION CONDITIONS

131. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Plan" ("Plan") to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.
132. Developer shall follow the approved "City of Oxnard C&D Environmental Resources Management & Recycling Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results

during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the "City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed" ("Work Completed Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.

133. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling to an authorized facility.
134. Developer shall make provisions to divert at least 50% of the waste material generated during occupancy through source reduction, recycling, reuse, and green waste programs. Developer shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Plan" ("Occupancy Plan") to the City's Environmental Resources Division. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. A "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Report" shall be submitted to the Environmental Resources Division annually on the anniversary date of the certificate of occupancy for approval.
135. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

136. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at the time the City issues building permits. (DS-1)
137. Developer's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall show the proposed structural section on the site improvement plans. (DS-2)
138. Developer shall have the site improvement plans prepared on standard Development Services Division mylars by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and the original ink-on-mylar plans filed with the Development Services Division. (DS-3)

139. Developer shall submit improvement plans and drainage calculations that demonstrate that storm drainage from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
140. Developer shall protect building pads from inundation during a 100-year storm. (DS-5)
141. Developer shall remove and replace all improvements that are damaged during construction. (DS-6)
142. Each structure shall be served by separate sewer and water services. There shall be no interconnections between structures. (DS-8)
143. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
144. Where a separate loop or terminal line is required for water mains, fire hydrants or fire sprinkler systems, Developer's site improvement plans shall include an on-site water plan. (DS-11)
145. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code and shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
146. A civil engineer licensed in the State of California shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Such plans and documents shall include, but not be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans; a master utility plan showing the layout and location of all on-site and off-site utility improvements that serve the project; construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not accept an application for the final map or parcel map for the project or issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
147. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of the final subdivision map, address map, and civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
148. Developer shall process permanent master planned improvements that are eligible for reimbursement in accordance with City policies, resolutions, and ordinances in effect at the

time of recordation of the final map or parcel map or if there is no such map, then at the time of public improvement plan approval. (DS-17)

149. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, breezeways, parkways, landscaping, utilities, drainage facilities, and other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)
150. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
151. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
152. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
153. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
154. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
155. "Standard Specifications for Public Works Construction," latest edition, and any modifications thereto by City, and City of Oxnard Standard Land Development Specifications and all applicable City Standard Plans, shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)

156. Developer shall retain a Civil Engineer licensed in the State of California to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of the certified "as-built" plans is a condition of City's final acceptance of the project. (DS-29)
157. All grading shall conform to City's grading ordinance and any recommendations of Developer's soils engineer that have been approved by the City Engineer. Developer shall conform to all applicable notes specified on the site improvement/grading plan cover sheet and grading permit. (DS-30)
158. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)
159. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consents from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project, as evidence that such landowners accept any additional water flowing over their property. (DS-36)
160. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
161. By title sheet dedication at the time of filing the subdivision map, Developer shall dedicate all water rights for the project property to City. (DS-39)
162. Developer shall install water mains, fire hydrants and water services in conformance with City Standard Plans and specifications as directed by the City Engineer. (DS-41)
163. Prior to issuance of building permits, Developer shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)
164. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
165. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Before performing the tests, Developer shall obtain permits from the City Engineer. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)

166. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
167. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
168. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
169. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
170. Prior to issuance of a building permit, all traffic signal, pavement marking and sign plans shall be prepared by a registered California traffic engineer and approved by the City Engineer prior to issuance of a grading, site improvement or a building permit. (TR-74)
171. Prior to issuance of an encroachment permit, Developer's shall obtain City's approval of a contractor qualified to install traffic signals, pavement markings and signs. (TR-76)

STORMWATER QUALITY CONDITIONS (DS)

172. Using forms provided by the Development Services Division, Developer shall submit a stormwater quality control measures maintenance program ("the Program") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Program and Developer provides an executed copy for recordation. (DS-82)
173. Developer shall clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning. (DS-83)
174. Developer shall maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system. (DS-84)
175. Prior to issuance of a certificate of occupancy, on-site storm drain inlets shall be labeled "Don't Dump - Drains to Ocean" in accordance with City standards. Before City issues a site

improvement permit, the requirement to label storm drain inlets shall be shown on the civil engineering plans. (DS-85)

176. Prior to issuance of a grading permit or commencement of any clearing, grading or excavation, Developer shall provide the City Engineer with a copy of a letter from the California State Water Resources Control Board, Storm Water Permit Unit assigning a permit identification number to the Notice of Intent (NOI) submitted by Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all additional requirements of the General Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP shall identify potential pollutant sources that may affect the quality of discharges to stormwater and shall include the design and placement of recommended Best Management Practices (BMPs) to effectively prohibit pollutants from the construction site entering the storm drain system. Developer shall keep the SWPPP updated to reflect current site conditions at all times and shall keep a copy of the SWPPP and the NOI on the site and make them available for City or designated representative to review upon request. (DS-86)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

177. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)
178. Developer shall design the project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 and any revisions) for redevelopment projects. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). The previously provided draft MS4 compliance calculations shall be updated to reflect the final improvement plans. (DS)

DEVELOPMENT SERVICES DIVISION SPECIAL STORMWATER QUALITY CONDITIONS (DS)

179. Developer's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater infiltration devices. Geotechnical Engineering analysis and recommendations shall include, but not be limited to, determination of site soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Design plans shall implement approved design recommendations. (DS)

180. Developer's improvement plans shall include a requirement for the project geotechnical engineer to inspect and provide an opinion on the suitability of the exposed soil layer at the bottom of each stormwater infiltration facility to provide the infiltration capacity assumed in the initial design. (DS)
181. Developer shall include 2011 TGM compliant pre-treatment for all infiltration based stormwater quality devices that will effectively reduce sediment load entering the infiltration device and maintain the infiltration rate of the facility. (DS)
182. Fueling areas (gas stations) shall be designed in compliance with Site-Specific Control Measure S-7 of Chapter 5 of the 2011 TGM. These requirements include, but are not limited to: 1) Fuel dispensing area (as defined in the TGM) must be paved with concrete; 2) Fuel dispensing area must be covered by a solid canopy; 3) Fuel dispensing area must be designed to prevent storm drain flow through; 4) Canopy downspouts must not drain onto the fuel dispensing area; 5) Fueling area must be graded to drain towards a dead-end sump. (DS)
183. Owner shall maintain fuel dispensing areas using dry cleanup methods such as sweeping for removal of litter and debris, or use of rags and absorbents for leaks and spills. Fueling areas shall never be washed down unless the wash water is collected and disposed of properly. (DS)
184. Owner shall "spot clean" leaks and drips routinely. Leaks are not considered cleaned up until the absorbent is picked up and disposed of properly. (DS)
185. Developer shall design depressed loading docks in compliance with Site-Specific Control Measure S-4 of Chapter 5 of the 2011 TGM. (DS)
186. Developer shall design the recycling center in general compliance with Site-Specific Control Measure S-2 of Chapter 5 of the 2011 TGM. Developer shall provide a traffic rated, grated drain (or other approved drain) centered in the enclosure to catch all wash water. (DS)
187. Each tenant space within the project that performs food preparation activities shall provide and maintain an area within that tenant space for the washing/steam cleaning of equipment, floor mats, and accessories. This area shall be self-contained and connected to the project grease interceptor. (DS)
188. Developer shall construct double-bin (or larger) trash enclosures (minimum one bin for recycle use) with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall provide a traffic rated, grated drain (or other approved drain) centered in the enclosure to catch all wash water from the trash enclosure if the enclosure serves a grocery store, gas station, or food preparation tenant. This drain shall connect to the sanitary sewer system via a grease interceptor. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure. The finish and roof appearance shall be indicated on the building plans and are subject to approval by the Planning Division. The

location and configuration of trash enclosures shall be reviewed and approved by the Environmental Resources Division. All refuse bins on the site shall be stored in an approved trash enclosure. No objects other than refuse bins may be stored in the trash enclosure without the written permission of the Environmental Resources Division. (DS)

189. Developer shall prepare a stormwater quality operation and maintenance plan for the site that complies with the requirements of Chapter 7 of 2011 TGM. (DS)

190. Developer shall provide proof of recordation of a document that perpetually holds all owners of property subject to this permit equally responsible for implementation and perpetual maintenance of all proposed long-term post-construction BMPs within this project. (DS)

DEVELOPMENT SERVICES DIVISION SPECIAL WATER CONDITIONS

191. Developer shall provide fire flow calculations (including fire flow tests) demonstrating that proposed water distribution system is capable of providing a minimum of 4500 gpm with 3 hydrants flowing (1500 gpm per hydrant at 20 psi residual.) Calculation shall be prepared by a registered engineer and provided prior to issuance of a grading or site improvement permit. (DS)

192. Developer shall abandon the existing Asbestos Cement waterline located under proposed parking spaces along the front of buildings A and B and construct a new PVC waterline within the adjacent drive aisle. Proposed waterline easements and easement vacations shall be adjusted accordingly. (DS)

193. Developer shall provide onsite fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil engineer's improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over the waterline using standard City format. (DS)

DEVELOPMENT SERVICES DIVISION STREET CONDITIONS

194. Developer is responsible for construction of an eight (8) foot wide sidewalk adjacent to the curb along the Esplanade Drive and Vineyard Avenue frontages of the project with the exception of a section of sidewalk on Esplanade Drive between the westerly driveway and the west end of the new bus pull-out to the west. The section of sidewalk to remain at its current width and location shall have any uplifted, missing, damaged or non-ADA compliant portions removed and/or repaired. (DS)

195. Developer is responsible for construction of a twelve (12) foot wide shared use sidewalk adjacent to the curb along the Wagon Wheel Road frontage of the project generally as depicted on the tentative parcel map. (DS)

196. Developer shall coordinate construction of the Wagon Wheel Road, Esplanade Drive, and Vineyard Avenue frontage sidewalks with proposed City projects along the project frontage. Developer may be directed by the Development Services Director to delay removal of the existing sidewalks and instead provide a bond (or other financial instrument acceptable to the City Finance Director) to guarantee future construction by the Developer or provide sufficient funds to the City to construct the improvements as a part of the City project. If sidewalk improvements are delayed, Developer shall repair uplifted, missing, damaged or non-ADA compliant portions of the existing sidewalk as directed by the Development Services Director. (DS)
197. Developer shall design the bus pull out and associated improvements along Esplanade Drive and Vineyard Avenue. Such design may include redesign of portions of Wagon Wheel Road. Design of such improvements is subject to the approval of the Traffic Engineer and shall be provided to the City with the site improvement plants. At said time, Developer shall also provide the files in AutoCad format, subject to the Traffic Engineers specifications and recommendations. (TR)

DEVELOPMENT SERVICES DIVISION PEDESTRIAN & MULTI-USE TRAIL (MUT) CONDITIONS

198. Developer shall not construct any stormdrain inlets within the proposed MUT and shall minimize the construction of stormdrain manholes within the MUT. (DS)
199. Developer shall remove all existing above ground improvements (primarily pavement) from the limits of the MUT and the MUT area shall be left in a relatively level condition. Stormwater drainage from the MUT shall be conveyed to the Developer's site. The MUT shall not alter drainage from the adjacent railroad property. (DS)
200. Developer shall construct a minimum 7-foot wide sidewalk at all locations where the sidewalk is constructed adjacent to the front of parking spaces. (DS)
201. Developer shall construct proposed walkways that cross vehicular drive aisles of color-enhanced concrete. The concrete color shall contrast with the parking lot asphalt to clearly identify pedestrian areas. (DS)

DEVELOPMENT SERVICES DIVISION SPECIAL TRAFFIC CONDITIONS

202. Developer shall install a traffic signal at the intersection of Esplanade Drive and the driveway along the entrance of Building D (Food for Less). The traffic signal improvements shall include a battery back-up system, both video and wired loops for vehicle detection along with an emergency vehicle detection system. The entire signal design shall comply with specifications for the City's Intelligent Transportation System. (TR)
203. Developer shall construct a raised median diverter along Esplanade Drive at the easterly and westerly driveways serving the gas/service station that prohibit (block) outward bound left-turn

movements from both driveways. Final design shall be approved by the City Traffic Engineer. (TR)

204. Developer acknowledges that if left-turning traffic from Esplanade Drive into the driveway serving the gas station is observed exceeding the capacity of the two-way left-turn lane, resulting in blocking the westbound through traffic, the City may alter Esplanade Drive to prohibit westbound left-turning movements into this driveway. City will discuss alternative solutions to address the potential queuing issue with the property owner prior to prohibiting left-turning movements. The City Traffic Engineer shall determine the effectiveness and reasonableness of any alternative solution proposed by the property owner. If no alternative solution to the queuing issue is acceptable to the City Traffic Engineer, Developer shall not object to the prohibition of westbound left-turning traffic into the gas station driveway. (TR)
205. Developer shall ensure that deliveries to the site access Esplanade Drive via Vineyard Avenue or Oxnard Boulevard and prohibit truck deliveries via Wagon Wheel Road. (TR)
206. Developer shall re-design all site parallel parking stalls to comply with City Standard sizing of 9 feet wide by 23 feet long. During the redesign of these stalls the end finger planters shall be increased to meet a minimum of 9' wide.(TR)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

207. Developer shall construct a concrete apron along the length of all trash enclosure openings that extends a minimum of 15 feet from the face of the enclosure. (DS)
208. Prior to issuance of a grading or site improvement permit, Developer shall provide written authorization (or similar document) from affected property owner(s) for any offsite construction or construction negatively affecting adjacent parcels including the railroad right-of-way and property providing Vineyard Avenue driveway access. (DS)
209. Developer acknowledges that provision of a continuous unobstructed vehicular drive aisle along the west (rear) side of buildings B and C that results in a vehicular connection to the adjacent southerly parcel would be a benefit to the general circulation for this project. Developer shall not object to removal of the existing fence and provision of a vehicular connection constructed in accordance with good engineering practice when the adjacent property redevelops. (DS)
210. Prior to issuance of a grading or site improvement permit, Developer shall provide evidence of recordation of a reciprocal access, parking, drainage, utility, and site maintenance covenant (or similar document) encumbering all properties covered under this permit. (DS)
211. Developer shall phase construction in a manner that results in a minimum of two points of vehicular access to all parking lots serving occupied structures. (DS)

212. Developer shall construct the irrigation system serving the temporary "groundcover" area indicated on section D of conceptual landscape plan sheet 25 as a separate phase to allow for easy disconnection when the widening of Esplanade Drive is completed. (DS)
213. Developer shall remove the existing pavement, fence, and other existing improvements that encroach into the adjacent railroad property. After removal of these improvements, Developer shall install a chain link fence, or the equivalent, along the subject property line. The requirements of this condition may be waived if Developer provides written evidence that the railroad property owner specifically requests that the improvements remain or for other circumstances deemed acceptable to the Development Services Director. (DS)
214. Prior to issuance of a grading/site improvement permit, Developer shall submit parcel map 12-300-001 for recordation. (DS)
215. Developer shall not construct any site improvements that result in restricting access to the City's existing storm drain system. (DS)

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 15th day of November, 2012, by the following vote:

AYES: Commissioners: Mullin, Stewart, Nash, Guevara, Medina, Huber, Murguia

NOES: Commissioners: None

ABSENT: Commissioners: None

Anthony R. Murguia, Chairman

ATTEST: _____
Susan L. Martin, Secretary

ATTACHMENT 10
PAGE 28 OF 51

RESOLUTION NO. 2012 – 30

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 12-500-1 (SPECIAL USE PERMIT), TO ALLOW A 14-PUMP SERVICE STATION (GAS STATION) AS PART OF THE REDEVELOPMENT OF THE FOOD 4 LESS/TARGET SITE (A 159,954 SQUARE FOOT SHOPPING CENTER, ASSOCIATED PARKING, LANDSCAPING AND CIRCULATION IMPROVEMENTS). LOCATED AT THE CORNER OF VINEYARD AVENUE AND WEST ESPLANADE DRIVE (130, 150, 250, & 300 W. ESPLANADE DRIVE; APNS 142-0-010-435; 142-0-010-205; 142-0-010 -415), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY THE KROGER COMPANY, GREG PETERS, 1100 WEST ARTESIA BLVD, COMPTON, CA 90220.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit No. 12-500-1, filed by the Kroger Company in accordance with Section 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, in accordance with the State California Environmental Quality Act, the Planning Division Manager provided public notice of the intent of the City to adopt a negative declaration for this project, and the Planning Commission considered the proposed negative declaration, together with any comments received during the public review process, finds on the basis of the whole record before it (including the initial study and any comments received) that there is no substantial evidence that the project will have a significant effect on the environment, further finds that the negative declaration reflects the independent judgment of the City, and adopts the mitigation monitoring and reporting program and negative declaration (MND 12-01); and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt the negative declaration is based is located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the following circumstances exist:

1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.
2. The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.
3. The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be

specifically excepted by the special findings and conditions of this resolution.

4. The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.
5. The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.

WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby approves this permit subject to the following conditions. The decision of the Planning Commission is final unless appealed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. G-1) while some are taken from environmental documents (e.g. MND-S2).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans dated November 15, 2012 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and

ATTACHMENT 10
PAGE 30 OF 51

Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, G-2)

3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, G-3)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6)
7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
8. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
9. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
10. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
11. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)

12. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, *G-12*)
13. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, *G-13*)
14. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, *G-14*)
15. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, *G-15*).

SPECIAL CONDITION

16. All conditions adopted with Planning Commission action related to PZ 12-540-1 (Planned Development) for the redevelopment of the Food 4 Less Site, pertain to the development associated with the subject service station use request.
17. This use permit is granted subject to the City's approval of a Planned Development (PD) permit (12-540-1). The PD permit contains the associated site work and right-of-way improvements necessary for the initiation of the service station use. City shall issue building permits only after such PD approval. Before occupying any structures or initiating any use approved by this permit, Developer shall comply with all conditions of PD Permit. (PL/DS)
18. Before the City issues building permits, Developer shall include a reproduction of all conditions of PD 12-540-1 and the subject permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, *PL-3*)

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 15th day of November, 2012, by the following vote:

AYES: Commissioners: Mullin, Stewart, Nash, Guevara, Medina, Huber, Murguia

NOES: Commissioners: None

ABSENT: Commissioners: None

Anthony R. Murguia, Chairman

ATTEST: _____
Susan L. Martin, Secretary

RESOLUTION NO. 2012 – 31

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 12-510-1 (SPECIAL USE PERMIT FOR ALCOHOL), TO ALLOW FOOD 4 LESS GROCERY STORE (BUILDING D) TO SELL ALCOHOL FOR OFF-SITE CONSUMPTION, LOCATED AT THE CORNER OF VINEYARD AVENUE AND WEST ESPLANADE DRIVE (150 W. ESPLANADE DRIVE), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY THE KROGER COMPANY, GREG PETERS, 1100 WEST ARTESIA BLVD, COMPTON, CA 90220.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit No. 12-510-1, filed by the Kroger Company in accordance with Section 16-530 through 16-553 of the Oxnard City Code and City Council Resolution No. 11,896; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Manager provided public notice of the intent of the City to adopt a mitigated negative declaration for this project, and the Planning Commission considered the proposed mitigated negative declaration, together with any comments received during the public review process, finds on the basis of the whole record before it (including the initial study and any comments received) that with the imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the mitigated negative declaration reflects the independent judgment of the City, and adopts the mitigation monitoring and reporting program and mitigated negative declaration (MND 12-01); and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt the mitigated negative declaration is based is located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the following circumstances exist:

1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.
2. The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.
3. The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this resolution.

4. The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.
5. The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.
6. The proposed use will not result in or add to an undue concentration of off-site consumption establishments selling alcoholic beverages within 1000 feet of the subject location, as there is no net increase of alcohol establishments since this is a request to transfer a valid Alcohol Beverage Control license within the subject shopping center.
7. The proposed use is not likely to create or significantly aggravate police problems within 1,000 feet of the location for which the special use permit is applied.

WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby approves this permit subject to the following conditions. The decision of the Planning Commission is final unless appealed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

ATTACHMENT 10
PAGE 35 OF 51

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans dated November 15, 2012 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, G-2)
3. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
4. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6)
5. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
6. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
7. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
8. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
9. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)

ATTACHMENT 10
PAGE 36 OF 51

10. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
11. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)

PLANNING DIVISION STANDARD CONDITIONS

12. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
13. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
14. This permit shall automatically be null and void 12 months from the date of issuance, unless Developer has received from the State Department of Alcoholic Beverage Control a license to sell alcoholic beverages on the project property. (PL)

POLICE CONDITIONS

15. All managers or supervisors who are responsible for the daily coordination, supervision or managing of employees, shall complete an approved course in Responsible Beverage Sales and Service (RBSS) within sixty days of license granting and/or date of employment. Training can be arranged through the Oxnard Police Department. (PL/PD)
16. There shall be no advertising of alcoholic beverages visible from the outside of the establishment, including advertising directed to the exterior from within, promoting or indicating the availability of alcoholic beverages. (PL/PD)
17. The Police Chief or designee may immediately suspend operation of the uses approved by this permit pending a hearing on the revocation of this permit if the Chief finds that there have been significant violations of the use permit conditions and/or ABC permit, or there is a single serious violent crime or single significant incident to which multiple police units or multiple police jurisdictions respond associated with the operation of this use, which the Chief determines, after due process that shall include communication with the owner, is detrimental to the public safety or health. The Chief shall immediately inform the Planning and Environmental Services Manager of the suspension and the Manager shall schedule a hearing on the revocation of the permit by the Planning Commission to be held no more than 30 days after the suspension begins. (PD)

18. Any signs, advertisements or decorations placed upon the windows shall not exceed 20% of the overall window area. Additionally, there shall be no other obstructions placed near the windows that exceed 20% of the overall viewing area including display racks, stored products, shades or blinds.
19. Upon any individual transfer (person-to-person) of the subject Alcoholic Beverage Control License, or if the business is ever deemed a nuisance as defined by Oxnard City Code, the Police Department may initiate Planning Commission review of the existing SUP and the Planning Commission may apply or remove conditions as appropriate to mitigate existing or potential problems.
20. Any graffiti painted or marked upon the premises or on any adjacent area under the control of the Permittee shall be removed or painted over within twenty-four (24) hours of being applied. (PL/PD)
21. Permittee shall be responsible for maintaining free of litter the area adjacent to the premises over which they have control. This includes the rear of the business. (PL/PD)
22. Any rear door of the premises shall be equipped on the inside with an automatic locking device, shall be closed at all times, and shall not be used as a means of access by patrons to and from the licensed premises. Temporary use of these doors for delivery of supplies or disposal of trash does not constitute a violation. (PD)
23. Employees involved in the sale or service of alcoholic beverages shall not be allowed to consume alcoholic beverages at any time during their shift. Employees shall not report to work with evidence of having consumed any intoxicants such as alcohol, illegal drugs or controlled substances. (PD)
24. The parking lot and adjacent areas of the premises shall be equipped with lighting of sufficient power to illuminate and make easily discernable the appearance and conduct of all persons on or about the area. This includes the rear of the business. (PL/PD)
25. There shall be no pay phones installed inside the premises nor shall there be any pay phones installed outside within 100 feet of the premises. (PL/PD)
26. Permittee shall regularly police the area under Permittee's reasonable control (including the rear of the business) and shall not permit the loitering of persons about the premises. (PL/PD)
27. In the areas surrounding the business the Permittee shall post prominent, permanent signs indicating that loitering, open containers and the consumption of alcoholic beverages is prohibited. This includes the parking lot and other adjacent areas under Permittee's reasonable control. (PD)

28. Coolers or displays containing alcoholic beverages shall be separated from other, non-alcoholic products and shall be positioned so as to allow maximum visibility to cashiers, clerks, associates or employees. Unless otherwise approved by the Police Department, alcohol displays shall not be positioned near customer entry/exit doors, nor shall they be in a location that allows for an easy and unobstructed path to any entry or exit. It is recommended that the alcohol displays or coolers be positioned where employees have a clear view from their normal work stations of the activity of persons in the alcohol aisle. (PD)
29. There shall be no amusement machines or video devices maintained on the premises at any time. (PD)
30. Beer, malt beverages and wine coolers, in containers of 40oz in volume or less, cannot be sold by single containers, but must be sold in manufacturer pre-packaged multi-unit quantities.
31. No wine shall be sold with an alcoholic content of greater than 15% by volume except for "Dinner Wines" which have been aged two years or more and maintained in corked bottles (Port, Sherry, Saki, Marsala, Madiera, Muscat and Vermouth are permitted). (PD)
32. Prominent signs shall be posted stating, in effect, "No persons under 21 will be served alcoholic beverages" and "Valid ID is required to purchase alcoholic beverages". These signs shall, at a minimum, be posted at each point of sale and near any alcohol display or areas. (PD)
33. No open floor displays of alcoholic beverages are allowed, including but not limited to "beer mountains" and portable coolers. (PD)
34. Alcoholic beverages shall not be sold between the hours from 12:00 PM to 6:00 AM.
35. There shall be no self-service displays of any type of tobacco product including, but not limited to cigarettes, cigars and smokeless tobacco.
36. Security cameras shall be installed to monitor the premises and be positioned to monitor at minimum the entry/exit, all points of sale, alcohol coolers and the areas immediately surrounding the exterior of the business. The camera system shall comply with the following minimum standards: (PD)
37. The cameras shall be color cameras, made by a reputable manufacturer and maintained to current industry standards. They shall have low light capability and be capable of identifying persons conducting transactions at the stores' registers or entering/exiting the business.
38. The system shall utilize a Digital Video Recorder (DVR). The use of videocassette recorders (VHS and other formats) is prohibited. The DVR shall allow recording, live viewing and playback of recorded video for a period of least 30 days. DVR shall perform all recording, viewing (local and remote), playback (local and remote), queries and backup functions simultaneously, with no interruption of any other function.

39. Permittee shall establish responsible cash handling procedures to reduce the likelihood of robberies and thefts.
40. Permittee shall bolt down or otherwise secure all cash registers to service counters in order to prevent the entire device from being stolen during a burglary or robbery.
41. Permittee shall have drop-safes installed or establish other responsible cash handling procedures to allow employees to deposit daily receipts throughout the day as the amounts exceed allowable levels in the register (typically \$50).
42. When used, Permittee shall install signage which indicates that employees do not possess keys to safes and that minimal levels of cash are available in register.
43. Permittee shall install height gauges at all exit doors.
44. Permittee shall install an electronic intrusion detection system (burglary alarm) that detects portal openings, glass break, and interior motion.
45. Permittee shall equip each point of sale with a silent robbery alarm that complies with Oxnard City Ordinance No. 2601 or develop and implement critical incident protocols that provide an efficient method for alerting police and others to a potential threat without unnecessarily putting the employees at risk.
46. A copy of these conditions must be maintained on the premises and made available upon the demand of any peace officer at all times. (PL/PD)

POLICE SPECIAL CONDITIONS

47. Coolers, containers or displays of alcoholic beverages shall be locked or inaccessible during hours of prohibited sale (12:00 PM to 6:00 AM) if the business is open to the general public during those times. (PD)
48. The sale of energy drinks that contain any amount of alcohol is prohibited. (PD)
49. The self-checkout of alcoholic beverages is strictly prohibited. All transactions involving alcohol shall be completed by an employee who is responsible to ensure the customer is aged 21 or older and that they are not obviously intoxicated. (PD)
50. Any display of distilled spirits shall be maintained in locked cabinets at all times or under the direct control of employees. No distilled spirits shall be accessible to customers at any time without assistance from an employee unless other anti-theft strategies are implemented. These alternate security measures must be approved by the Chief of Police or designee as part of the security plan. (PD)
51. The sale of single serving containers of distilled spirits is prohibited. (PD)

52. Permittee shall develop a security plan that is approved by the Chief of Police or his designee and that includes comprehensive anti-theft strategies to minimize the risk of thefts related to the availability of alcohol. Such strategies may include but are not limited to anti-theft tags or sensors, product checks by staff at the exits, cart stopping devices and CCTV. Strategies that minimize the likelihood for sales of alcohol to underage customers shall be part of this plan. (PD)

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 15th day of November, 2012, by the following vote:

AYES: Commissioners: Mullin, Stewart, Nash, Guevara, Medina, Huber, Murguia

NOES: Commissioners: None

ABSENT: Commissioners: None

Anthony R. Murguia, Chairman

ATTEST: _____
Susan L. Martin, Secretary

ATTACHMENT 10
PAGE 41 OF 51

RESOLUTION NO. 2012 – 32

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING APPROVAL OF A TENTATIVE PARCEL MAP (PLANNING AND ZONING PERMIT NO.12-300-1), FOR PROPERTY LOCATED AT 130, 150, 250, & 300 W. ESPLANADE DRIVE (APN 142-0-010-435; -205; & -415), SUBJECT TO CERTAIN CONDITIONS. FILED BY THE KROGER COMPANY, GREG PETERS, 1100 WEST ARTESIA BLVD, COMPTON, CA 90220.

WHEREAS, the Planning Commission of the City of Oxnard has considered the tentative parcel map (Planning and Zoning Permit No. 12-300-1), filed by The Kroger Company, Greg Peters in accordance with Chapter 15 of the Oxnard City Code; and

WHEREAS, said tentative map was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, the Planning Commission finds the tentative map conforms to the City's General Plan and elements thereof; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Manager provided public notice of the intent of the City to adopt a mitigated negative declaration (MND -12-01) for this project, and the Planning Commission has considered the proposed mitigated negative declaration before making its recommendation herein; and

WHEREAS, the Planning Commission finds that the proposed map complies with the requirements established by the Subdivision Map Act and Chapter 15 of the Oxnard City Code, including but not limited to requirements as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability and environmental protection; and

WHEREAS, the Planning Commission finds that the proposed site is suitable for the type and density of development requested and is not likely to cause substantial environmental damage, serious public health problems or conflict with any publicly acquired easements or access; and

WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular; and

WHEREAS, the Planning Commission finds that the proposed use and vacation of public right of way is in conformance with the 2030 General Plan and other adopted standards of the City of Oxnard.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council the approval of the tentative parcel map, subject to the following conditions:

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated November 15, 2012 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)
3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)

4. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
5. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. Developer's commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof. (CA, G-6)
6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
7. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
8. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
9. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
10. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)

PLANNING DIVISION SPECIAL CONDITIONS

11. Prior to recordation of the parcel map, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff based on fees then in effect. (PL).
12. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)

13. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code. (PL)
14. This permit is granted subject to the City's approval of a planned development permit for the subject properties. (PL)
15. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-10)

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

16. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at the time the City issues building permits. (DS-1)
17. Developer's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall show the proposed structural section on the site improvement plans. (DS-2)
18. Developer shall have the site improvement plans prepared on standard Development Services Division mylars by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and the original ink-on-mylar plans filed with the Development Services Division. (DS-3)
19. Developer shall submit improvement plans and drainage calculations that demonstrate that storm drainage from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
20. Developer shall protect building pads from inundation during a 100-year storm. (DS-5)
21. Developer shall remove and replace all improvements that are damaged during construction. (DS-6)
22. Each structure shall be served by separate sewer and water services. There shall be no interconnections between structures. (DS-8)

23. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
24. Where a separate loop or terminal line is required for water mains, fire hydrants or fire sprinkler systems, Developer's site improvement plans shall include an on-site water plan. (DS-11)
25. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code and shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
26. A civil engineer licensed in the State of California shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Such plans and documents shall include, but not be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans; a master utility plan showing the layout and location of all on-site and off-site utility improvements that serve the project; construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not accept an application for the final map or parcel map for the project or issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
27. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of the final subdivision map, address map, and civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
28. Developer shall process permanent master planned improvements that are eligible for reimbursement in accordance with City policies, resolutions, and ordinances in effect at the time of recordation of the final map or parcel map or if there is no such map, then at the time of public improvement plan approval. (DS-17)
29. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, breezeways, parkways, landscaping, utilities, drainage facilities, and other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)
30. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove

graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)

31. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
32. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
33. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
34. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
35. "Standard Specifications for Public Works Construction," latest edition, and any modifications thereto by City, and City of Oxnard Standard Land Development Specifications and all applicable City Standard Plans, shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
36. Developer shall retain a Civil Engineer licensed in the State of California to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of the certified "as-built" plans is a condition of City's final acceptance of the project. (DS-29)
37. All grading shall conform to City's grading ordinance and any recommendations of Developer's soils engineer that have been approved by the City Engineer. Developer shall conform to all applicable notes specified on the site improvement/grading plan cover sheet and grading permit. (DS-30)
38. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent

engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)

39. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consents from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project, as evidence that such landowners accept any additional water flowing over their property. (DS-36)
40. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
41. By title sheet dedication at the time of filing the subdivision map, Developer shall dedicate all water rights for the project property to City. (DS-39)
42. Developer shall install water mains, fire hydrants and water services in conformance with City Standard Plans and specifications as directed by the City Engineer. (DS-41)
43. Prior to issuance of building permits, Developer shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)
44. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
45. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Before performing the tests, Developer shall obtain permits from the City Engineer. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)
46. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
47. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
48. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
49. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)

50. Prior to issuance of a building permit, all traffic signal, pavement marking and sign plans shall be prepared by a registered California traffic engineer and approved by the City Engineer prior to issuance of a grading, site improvement or a building permit. (TR-74)
51. Prior to issuance of an encroachment permit, Developer's shall obtain City's approval of a contractor qualified to install traffic signals, pavement markings and signs. (TR-76)

STORMWATER QUALITY CONDITIONS

52. Using forms provided by the Development Services Division, Developer shall submit a stormwater quality control measures maintenance program ("the Program") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Program and Developer provides an executed copy for recordation. (DS-82)
53. Developer shall clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning. (DS-83)
54. Developer shall maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system. (DS-84)
55. Prior to issuance of a certificate of occupancy, on-site storm drain inlets shall be labeled "Don't Dump - Drains to Ocean" in accordance with City standards. Before City issues a site improvement permit, the requirement to label storm drain inlets shall be shown on the civil engineering plans. (DS-85)
56. Prior to issuance of a grading permit or commencement of any clearing, grading or excavation, Developer shall provide the City Engineer with a copy of a letter from the California State Water Resources Control Board, Storm Water Permit Unit assigning a permit identification number to the Notice of Intent (NOI) submitted by Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all additional requirements of the General Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP shall identify potential pollutant sources that may affect the quality of discharges to stormwater and shall include the design and placement of recommended Best Management Practices (BMPs) to effectively prohibit pollutants from the construction site entering the storm drain system. Developer shall keep the SWPPP updated to reflect current site conditions at all times and shall

keep a copy of the SWPPP and the NOI on the site and make them available for City or designated representative to review upon request. (DS-86)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

57. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)
58. Parcel map shall irrevocably offer an easement for a Class 1 Multi-use trail ("MUT") generally in the alignment indicated on the tentative map as a "proposed 12-foot city pedestrian easement". Final location of the MUT segment near the connection with Wagon Wheel Road shall be redesigned to provide a flared section over the final 25 feet to provide room for both left and right turning movements of bicyclist joining the MUT parallel to Wagon Wheel Road. Final alignment to be approved by the Development Services Director. (DS)
59. Final delineation of proposed right-of-way vacation (Vineyard Avenue and Wagon Wheel Road) and various utility easement vacations are subject to approval of the Development Services Director. (DS)
60. Developer shall dedicate sufficient right-of-way along the Vineyard Avenue frontage of the project to accommodate (measured from the existing easterly Vineyard Avenue curb) one 12-foot right-through lane, three 11-foot through lanes, two 10-foot left turn lanes, a 4-foot raised median in the northbound direction, one 12-foot through lane, two 11-foot through lanes, and a 6-foot bike lane in the southbound direction. Additionally, Developer shall dedicated sufficient right-of-way for an 8-foot bus pull-out in the southbound direction and an 8 foot sidewalk adjacent to Vineyard Avenue. (TR)
61. Developer shall dedicate sufficient right-of-way along Esplanade Drive westerly of the proposed signalized driveway to accommodate (measured from the existing northerly curb) one 6-foot bike lane, a 19-foot through lane in the westbound direction, one 10-foot left-turn lane, two 11-foot through lanes, one 4-foot bike lane, one 10-foot right turn lane, and an 8-foot sidewalk in the eastbound direction. (TR)
62. Developer shall dedicate sufficient right-of-way along Esplanade Drive between the proposed signalized driveway and the most easterly Esplanade project driveway to accommodate (measured from the existing northerly curb) one 10-foot right turn pocket, one 4-foot bike lane at intersection, one 12-foot through lane, one 10-foot left-turn lane/two-way left-turn lane in the westbound direction, one 6-foot bike lane, two 11-foot through lanes, and an 8 foot sidewalk in the eastbound direction. In addition, dedication shall be widened to accommodate an 8-foot bus pull-out as indicated on the project site plan. The width of the two-way-left-turn lane shall be maintained at its current width but never less than 10 feet wide. Bike lane shall be a minimum of 6 feet wide approaching right turn pockets and transition to 4 feet wide where the right-turn pocket begins. (TR)

63. Developer shall dedicate sufficient right-of-way along Esplanade Drive from the most easterly project driveway to the Vineyard Avenue intersection to accommodate a variable width free right turn lane and two 12-foot through lanes (measured from the existing island curb) in the westbound direction. The dedication shall also accommodate two 10-foot left-turn lanes, one 12-foot through lane, one 4-foot bike lane at intersection, one 12-foot right turn lane, and an 8-foot sidewalk in the eastbound direction. The bike lane shall be 6-feet wide approaching the eastbound right turn pocket and transition to 4-feet wide parallel to the right-turn pocket. (TR)
64. The final extent of right-of-way dedication shall be approved by the City Traffic Engineer. (TR)
65. Developer shall dedicate sufficient right-of-way along Wagon Wheel Road to accommodate one 18-foot receiving lane in the southbound direction and one 10-foot left turn lane, one 11-foot through lane, and one 12-foot right turn lane in the northbound direction. (TR)
66. Parcel map shall effectuate the vacation of City owned utility easements (including right-of-way) that are no longer required due to utility line relocations or street realignments to the extent allowed under section 66445 of the Subdivision Map Act. Developer shall prepare a separate legal description (and pay all fees associated with processing) for any easement vacation not processed on the parcel map. (DS)
67. Developer shall provide a written evaluation to determine if the proposed property lines create, modify, or intensify any violations of the California Building Code or City Code based on their proximity to existing buildings. The evaluation shall be prepared by a California Registered Architect (or other approved professional) and shall be submitted concurrently with the initial parcel map submittal. Prior to recordation of a parcel map, Developer shall prepare plans, obtain permits, and construct all mitigations determined necessary to comply with applicable codes. No parcel map shall be recorded if it creates or intensifies any code violations. (DS)

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 15th day of November, 2012, by the following vote:

AYES: Commissioners: Mullin, Stewart, Nash, Guevara, Medina, Huber, Murguia

NOES: Commissioners: None

ABSENT: Commissioners: None

Anthony R. Murguia, Chairman

ATTEST: _____
Susan L. Martin, Secretary

ATTACHMENT 10
PAGE 51 OF 51



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

Prepared By: Daniel Martinez

Agenda Item No. N-1

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) N/A

DATE: November 27, 2012**TO:** City Council**FROM:** Daniel Martinez, City Clerk [Signature]**SUBJECT:** Appointments of Councilmembers to Various Boards, Commissions, and Committees**RECOMMENDATION**

1. That the Mayor, with the approval of the City Council, appoint members and alternates from the City Council to the:
 - a) Association of Water Agencies for Ventura County (one primary and alternate);
 - b) Beach Erosion Authority for Control of Operation & Nourishment (one primary and alternate);
 - c) Big Independent Cities Excess Pool Joint Powers Authority (one primary and alternate*);
 - d) Channel Islands Harbor Task Force (two primary);
 - e) Economic Development Collaborative –Ventura County (one primary)
 - f) Economic Development Corporation (one primary and alternate);
 - g) Gold Coast Transit (one primary and alternate);
 - h) InterCity Transit (sub-committee of VCTC Vista) (one primary);
 - i) Las Cortes Housing Development Corporation (two primary);
 - j) Oxnard Convention & Visitors Bureau (one primary and alternate);
 - k) Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers Authority (two primary and alternate);
 - l) Performing Arts and Convention Center Corporation (one primary and alternate);
 - m) Point Mugu Regional Airport Authority (one primary and alternate);
 - o) Regional Defense Partnership for the 21st Century (one primary and alternate);
 - p) Successor Agency Oversight Board (one primary)
 - q) Southern California Association of Governments (one primary and alternate);
 - r) Ventura County Air Pollution Control District Board (one primary);
 - s) Ventura County Animal Regulation Commission (one primary and alternate);
 - t) Ventura County Regional Energy Alliance (one primary and alternate);
 - u) Ventura County Regional Energy Alliance (one primary and alternate);
 - w) Ventura County Local Agency Formation Commission (one primary);
 - x) City Wide Enhancement Program (two primary);
 - y) Downtown Improvement Task Force (two primary);

* Alternate may be a staff member.

- z) Fiscal Policy Task Force (two primary);
 - aa) Graffiti Task Force (two primary);
 - bb) Transportation Policy Committee (two primary);
 - cc) Utilities Task Force (two primary); and
 - dd) Cultural Arts Committee (two primary).
2. That the City Council, as a whole, appoint two Councilmembers to the Oxnard Airport Authority and one Councilmember as an alternate; and
 3. That the City Council, as a whole, dissolve the following committee for several reasons including completion of objectives and not meeting Census 2010.

DISCUSSION

The Mayor makes appointments, with the approval of City Council, of Councilmembers to various boards, commissions and committees.

The City Council makes appointments to the Oxnard Airport Authority.

The City Council remove Census 2010 from appointments list of Councilmembers due to completing objective and not meeting.

FINANCIAL IMPACT

None.

Attachment 1 – List of 2012 Boards, Commissions and Committees.

Committee Name	Council Member
Association of Water Agencies for Ventura County	MacDonald Ramirez (A)
Beach Erosion Authority for Control of Operation & Nourishment	Flynn Pinkard (A)
Big Independent Cities Excess Pool Joint Powers Authority*	Holden
Census 2010 Committee	Pinkard
INACTIVE	MacDonald
Channel Islands Harbor Task Force	Holden Flynn
City Wide Enhancement Program	Pinkard Ramirez
Committee on Homelessness Issues	Holden Ramirez
Cultural Arts Committee	Pinkard Ramirez
Downtown Improvement Task Force	Pinkard MacDonald
Economic Development Collaborative - Ventura County	Ramirez
Economic Development Corporation*	Holden MacDonald
Fiscal Policy Task Force	MacDonald Ramirez
Gold Coast Transit *	MacDonald Flynn
Intercity Transit (Sub-Committee VCTC - Vista)	Ramirez
Joint Oxnard/Ventura Santa Clara Bridge Committee	Pinkard
Ventura Regional Sanitation District (A)	Flynn
Las Cortes Housing Development Corporation	MacDonald Ramirez
Ormond Beach Property Oversight Ad Hoc Committee	Holden Ramirez
Oxnard Airport Authority*	Pinkard Flynn MacDonald (A)
Oxnard Convention & Visitors Bureau	Pinkard Holden (A)
Oxnard Downtown Management District	Pinkard (A) MacDonald
Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers Authority (OPRPRR IPA)	Flynn MacDonald Holden (A)
Performing Arts Center Corporation*	Pinkard Ramirez
Point Mugu Regional Airport Authority*	Pinkard Flynn (A)
Policies and Procedures Concerning City Council Business	Pinkard Flynn
Regional Defense Partnership for the 21st Century	MacDonald Flynn (A)
Southern California Association of Governments *	MacDonald Flynn (A)
Transportation Policy Committee	Flynn Ramirez
Utilities Task Force	Holden MacDonald
Ventura Council of Governments*	Flynn Pinkard (A)
Ventura County Air Pollution Control District*	Ramirez
Ventura County Animal Regulation Commission	Ramirez Pinkard (A)
Ventura County Local Agency Formation Committee	Holden
Ventura County Regional Energy Alliance (A)	Flynn Holden (A)
Ventura County Regional Sanitation District	Holden Pinkard (A)
Ventura County Transportation Commission	Pinkard

*Form 700 Filing Requirements

*Conflict of Interest Filing Requirements
(A) Alternate

Attachment 1
Page 1 of 1

g:\CommitteeList 2011 12/5/2012

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

Prepared By: Anthony Emmert, Water Resources Manager

Agenda Item No. 0-1

Reviewed By: City Manager

City Attorney

Finance

Public Works

DATE: November 28, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: Change Order Numbers 112 through 142 to Agreement No. A-7259 with McCarthy Building Companies Inc. for the Advanced Water Purification Facility (AWPF)

RECOMMENDATION

That City Council approve and authorize the City Manager to execute Change Order Numbers 112 through 142 to Agreement No. A-7259 with McCarthy Building Companies, Inc. for the cumulative amount of \$694,524 for a total amount of \$56,648,267 and to extend the expiration date for Milestone 3 to December 31, 2012 and Milestone 4 to May 31, 2013.

DISCUSSION

On January 12, 2010, the City awarded the contract for construction of the Advanced Water Purification Facility (AWPF) to McCarthy Building Companies Inc. (McCarthy) for \$52,572,000 with a contingency factor of 10% (\$5,257,200) in the construction budget. The AWPF has been under construction for over two years, and is nearing completion. The City's construction management team (CM Team) consists of AECOM, the City's construction management consultant, and City staff. Throughout the construction period, the CM Team has reviewed over 800 requests for information (RFI) from McCarthy and its subcontractors. From these RFIs, the CM Team reviewed and processed one hundred eleven (111) change orders to date.

Change Orders 112 through 142 will resolve all known outstanding issues with the Contract. They are designed to resolve all contractor claims related to existing contract work and will provide for additional work not described in the Contract at the present time. These change orders resolve approximately \$2.6 million in potential contractor claims for a sum of \$694,524.

The cost of the total McCarthy contract with all change orders, including those described below providing for work not included in the contract at the present time, is \$56,648,257. The cost of all the change orders is well within the 10% contingency as described above and well within industry standards for the size and complexity of the AWPF.

The AWPF change orders can be categorized into three groups: 1) non-disputed change orders, 2) disputed change orders, and 3) "extra work" required to meet planning, building and fire code requirements to comply with all Planning Commission Resolutions for Conditions of Approval.

Construction schedule Milestone #1, Treatment Process Equipment Ready for Functional Testing, and Milestone #2, AWPF Ready to Produce Recycled Water, have been successfully completed. Milestone #3, to be completed by December 31, 2012, includes Change Order Numbers 112 through 128 and sets the start date of the one-year construction warranty to no later than December 31, 2012. Milestone #4, to be completed by May 31, 2013, includes Change Order Numbers 129 through 142. These change orders include "extra work" essential to comply with planning, building, and fire codes requirements. At this completion of McCarthy's work, the AWPF Phase 1A will be fully functional, with a capacity to produce 6.25 million gallons per day of recycled water.

Change Order Number 142 memorializes the contractual changes between the City and McCarthy through the completion of the contract. The City will release the majority of its retention at the completion of Milestone #3, but will retain 125% of the value of all outstanding stop notices or non-released items from McCarthy's subcontractors, and 10% of the value of Milestone #4. The City will release final retention when McCarthy successfully completes Milestone #4. McCarthy and all its subcontractors will waive their rights to all claims for all work specified in the contract documents. The final completion date for McCarthy's work on the AWPF will be extended to May 31, 2013.

McCarthy originally proposed a cost of \$1.6 million for Change Order 112 through 142, plus a \$1.0 million delay claim. Through extensive negotiations between City staff and McCarthy, the cost estimate was reduced to \$1,108,051 and the delay claim was removed. Further negotiations reduced the final cost estimate to \$694,524, which is the proposed final amount for Change Order Numbers 112 through 142. At its November 6, 2012 meeting, the Contract Compliance Review Committee (CCRC) approved Change Order Numbers 112 through 142. The cumulative amount for Change Order Numbers 1 through 111 is \$3,381,743. The cumulative amount for all change orders through Change Order Number 142 is \$4,076,267, less than 8% of the original approved contract award.

In order to comply with all Planning Commission Resolutions for Conditions of Approval, the City will construct several other improvements adjacent to or at the AWPF site that were not included in the McCarthy contract. The additional improvements include drainage, pedestrian access, parking and art in public places. The City will procure these improvements via a future bidding process. After the City has completed these improvements per the planning and building permits, then the Development Services Department will issue a certificate of occupancy. In addition, the City will procure the security system, science center exhibits and an audiovisual system via a future bidding process.

CONSTRUCTION MANAGEMENT REQUEST FOR INFORMATION PROCESS:

The CM Team follows a very clear and established process in administering the construction contract. The process is governed by the California Public Contract Code, the Standard Specifications for Public Works Construction (Greenbook) and the City Standard Plates and Design Criteria for Public Works Construction. Through the course of construction, the contractor submits a request for information

(RFI) when, in his assessment, the plans and specifications are not clear and conclusive regarding a portion of the construction work. The CM Team reviews and acts upon the RFI, following a prescribed multi-step process.

The CM Team first reviews the plans and specifications and determines if the subject work is included in the contract. If it is, the CM Team directs the contractor to proceed with no additional compensation. If the plans and specifications are not conclusive, the CM Team directs the design engineer to provide direction, based on the intent of the design. When the CM Team and design engineer agree that the work required is not within the scope of the construction contract, and is therefore considered "extra work," the CM Team issues a change order to the contractor.

The CM Team has reviewed all change orders and determined the changes and costs are due to the following: City-requested change orders such as the City-requested Administration Building design changes and City-requested treatment process changes; an "unforeseen" condition such as the relocation of utilities due to an existing buried utility line; a design deficiency that caused additional construction activities such as missing conduits and wiring to power a motor; or a design deficiency that caused additional construction rework such as the incorrect sizing of pumps.

City staff and CH2M Hill, the City's design engineer, are currently in negotiations to determine liabilities for design deficiencies. Staff will provide an update to Council in the near future.

CHANGE ORDERS TO COMPLETE MILESTONE #3:

Change Order Numbers 112 through 120 (Attachment No. 1) include all non-disputed changes that will allow for the substantial completion of the AWPF. These change orders will revise the Milestone #3 date from September 22, 2012 to December 31, 2012.

The original contractor's cost proposal for these change orders prior to staff negotiations was \$185,918. Staff negotiated the change orders down to a total cost of \$111,948. This is a reduction of \$73,970, or 57% off of the original contractor's cost proposals. Below is a detailed listing:

C.O. No.	Description	Estimate	Negotiated	Reduction	%
112	Site work Changes	\$25,764	\$22,744	\$3,020	13%
113	Additional Asphalt Work	\$30,835	\$11,837	\$18,998	160%
114	Gear Pump Issues	\$66,601	\$31,305	\$35,296	53%
115	Compound Loop Programming	\$29,311	\$22,442	\$6,869	30%
116	Plant Replacement at 1" Soil	\$2,444	\$2,444	\$0	0%
117	Generator Cable	\$3,080	\$3,080	\$0	0%
118	VFD Modifications	\$2,883	\$2,883	\$0	0%
119	Not Used	\$0	\$0	\$0	0%
120	Pump Controller	\$25,000	\$15,213	\$9,787	64%
Total		\$185,918	\$111,948	\$73,970	57%

DISPUTED CHANGE ORDERS:

Change Order Numbers 121 through 128 (Attachment No. 2) are disputed change orders that were initially rejected by the CM Team. The City directed the contractor to proceed with the work, in accordance with the Greenbook Section 3-5 "Disputed Work." This section provides for the contractor to file a claim for the disputed work. The CM team and McCarthy have continued to discuss the disputed change orders, trying to find a solution to avoid litigation. City staff met with City Attorney's Office staff to discuss the disputed items. In most cases, McCarthy has completed the disputed work or will complete it by the Milestone #3 deadline. McCarthy has filed initial notices of potential claims for these change orders, in accordance with contract law.

Over the past several weeks, as the AWPF Project construction neared completion, CM Team staff met several times with the City Attorney, Interim Public Works Director, and Development Services Director to discuss the individual disputed change orders. Consensus was to continue pursuing negotiations with McCarthy, in order to avoid the potentially high costs of litigation and delay claims. Senior McCarthy staff also agrees that the best course of action is negotiation.

The most recent contractor's cost proposal, prior to the latest negotiations, was \$588,779. Staff negotiated the change orders down to a total cost of \$282,110. This is a reduction of \$306,669, or 52% off of the latest contractor's cost proposals. Below is a detailed listing:

C.O. No.	Description	Estimate	Negotiated	Reduction	%
121	Tank Seismic Design Changes	\$117,936	\$85,000	\$32,936	28%
122	Effluent Sample Station	\$95,015	\$20,000	\$75,015	79%
123	Rusting Downspouts	\$19,079	\$19,079	\$0	0%
124	Photovoltaic Panel Supports	\$238,000	\$102,762	\$135,238	57%
125	Liquid Lime Issues	\$65,187	\$27,407	\$37,780	58%
126	RO Sample Tubing	\$11,192	\$5,499	\$5,693	51%
127	Chemical Pump Pad Changes	\$22,190	\$12,274	\$9,916	45%
128	Pipe Rack Design Changes	\$20,180	\$10,089	\$10,091	50%
Total		\$588,779	\$282,110	\$306,669	52%

CHANGE ORDERS TO COMPLETE MILESTONE #4:

Milestone #4 is for the final completion of McCarthy's construction of the AWPF, with a revised completion date of May 31, 2013. Change Order Numbers 129 through 142 (Attachment No. 3) are all non-disputed, with a negotiated total cost of \$300,466. These change orders are items that have not been started, but are recognized as items that need to be completed, due to design deficiencies and/or to meet code requirements.

The original contractor's cost proposal prior to negotiations was \$333,354. Staff negotiated the change orders down to a total cost of \$300,466. This is a cost reduction of \$32,888 or 11% off of the original contractor's cost proposals. Below is a detailed listing:

C.O. No.	Description	Estimate	Negotiated	Reduction	%
129	Admin Bldg Cross Braces	\$23,390	\$10,844	\$12,546	115%
130	Design Changes	\$24,249	\$5,170	\$19,079	360%
131	ADA/Building & Safety Codes	\$10,252	\$8,989	\$1,263	14%
132	Gap at Handrails & Windows	\$78,958	\$78,958	\$0	0%
133	Relocate Sample Pump	\$4,170	\$4,170	\$0	0%
134	Liquid Lime Feed Piping	\$36,079	\$36,079	\$0	0%
135	Add Bollards at FWPS	\$21,420	\$21,420	\$0	0%
136	Replace Truncated Domes	\$22,443	\$22,443	\$0	0%
137	Metal Grating - ADA	\$44,560	\$44,560	\$0	0%
138	Chain & Posts to Protect Ducts	\$16,183	\$16,183	\$0	0%
139	Fire Extinguishers	\$17,162	\$17,162	\$0	0%
140	Power to Wetlands Blower Fans	\$24,488	\$24,488	\$0	0%
141	Fiber Optic	\$10,000	\$10,000	\$0	0%
142	Contract Extension	\$0	\$0	\$0	0
Total		\$333,354	\$300,466	\$32,888	11%

FINANCIAL IMPACT

The cost of Change Order Numbers 112 through 142 is funded by the AWPF Project No. 066010 in the amount of \$694,524. The breakdown by account numbers is as follows:

- 609-6553-821-8604 (\$578,206) Bond Funded
- 609-6553-821-8610 (\$34,174) Bond Funded
- 276-6553-821-8604 (\$82,144) Grant Funded.

Attachment #1 - Change Order Nos. 112 through 120
#2 - Change Order Nos. 121 through 128
#3 - Change Order Nos. 128 through 142

ATTACHMENT NUMBER 1

McCarthy Building Companies, Inc. Contract No. A-7259 Change Order Nos. 112 through 120

(Note: Change Order Number 119 NOT USED)

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 112 to McCarthy Construction Services Agreement No. A-7259**
Advanced Water Purification Facility (AWPF) Project

Change Order No. 112 has been prepared to provide for additional costs associated with the changes per RFI's 772, 762.1, 258.1, Field Reports 23, 31, AEC Letter 357 (Controller). The additional scope of work includes:

- Raises two (2) steel support braces under the catwalk in the south side of the Administration Bldg. that are in conflict with the HDPE pond liner per RFI 762.1
- Install additional concrete joints to the main entrance sitework per RFI 772
- Installation of an electrical conduit to supply power to the future fountain at the main entrance of the Administration Bldg and raising of existing manhole SE02 per RFI 772.
- Field Reports 23 and 31 adds additional sealant at the north entrance of the Admin building and the South masonry veneer.
- Changes the landscape controller to a Rainbird model per City's request.

McCarthy's Change Order Proposal Request No. 129, dated September 14, 2012, is attached for further clarification.

• McCarthy Original Cost Estimate:	\$ 25,764.00
• AECOM Independent Cost Estimate:	\$ 19,827.65
• Final Negotiated Cost:	\$ 22,744.00

The total amount of Change Order No. 112 is \$ 22,744.00. This Change Order No. 112 also includes a time extension for Milestone No. 3 revised to December 31, 2012. This work was completed and negotiated based on a lump sum price.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 112

Contractor Name.: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7259

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split	Project No.
609-6553-821-8610	\$18,998.00	84%	066010
609-6553-821-8604	\$2,809.50	12%	066010
276-6553-821-8604	\$936.50	4%	066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 112 has been prepared to provide for additional costs associated with the changes made per RFI's 772, 762.1, 258.1, Field Reports 23, 31, and AEC Letter 357 (Controller). The additional scope of work includes:

- Raises two (2) steel support braces under the catwalk in the south side of the Administration Bldg. that are in conflict with the HDPE pond liner per RFI 762.1. This will be completed by May 31, 2013.
- Install additional concrete joints to the main entrance sitework per RFI 772
- Installation of an electrical conduit to supply power to the future fountain at the main entrance of the Administration Bldg and raising of existing manhole SE02 per RFI 772.
- Field Reports 23 and 31 adds additional sealant at the north entrance of the Admin building and the South masonry veneer.
- Changes the landscape controller to a Rainbird model per City's request.
- This Change Order No. 112 also includes a time extension for Milestone # 3 to be extended to December 31, 2012.

Reasons for Changes:

The changes noted above are necessary to address Admin Building structural support changes.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 111)	\$3,381,743.00
3. Sum of contract prior to this change order	\$55,953,743.00
4. Amount of this change order	\$22,744.00
5. Sum of contract including this change order	\$ 55,976,487.00

Completion date for Milestone # 3 is 12/31/12
Completion date for Milestone # 4 is 05/31/13

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager	Date	Project Manager	Date
			11/13/12
Budget	Date	Client	Date
			11-13-12
Construction Manager	Date	City Engineer	Date
			11/13/12
Contractor	Date	Administrative Services	Date
			11/13/12
		Director of Public Works/Purchasing Agent	Date
			11/13/12



Change Proposal Request

CPR # 128

Date: 11/07/2012

Project Name: Oxnard AWWP

Architect's Project No.:

Project No. : 007581.000

Cost Issue Ref #: 267

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RFI's 762.1, 772, 258.1 FR 23 & 31, AEC Letter 357, Sitework & Exterior Changes

SCOPE:

This cost issue tracks the costs associated with the changes made per RFI's 772, 762.1, 258.1, Field Reports 23, 31, AEC Letter 357 (Controller):

1) RFI 762.1 raises two support braces for the catwalk steel up out of the HDPE pond liner. Costs include raising the steel, modifying the pond liner, repainting the painting on the steel, draining, cleaning and refilling the pond. Previously RFI 762 added two boots on these two steel braces at the HDPE liner, the revised response is believed to be a better solution for the issue by the City and Design team. This work has not been completed.

There are several other braces below this elevation that need to be addressed by CH2 & the City.

2) RFI 772 adds concrete joints to the main entrance sitework. During installation of this work an electrical conduit and raising of existing manhole SE02 was requested by the City. Refer to signed time and material tickets.

3) Field Reports 23 and 31 adds additional sealant at the north entrance of the Admin building and the South CMV wall.

4) AEC Letter 357 changes the landscape controller to a Rainbird model preferred by operations.

The work associated with RFI 762.1 is not installed. This scope of work cannot be installed prior to the current Final Completion Date - Milestone #3 of 9/31/12. After approval from the City, once the subcontractor is mobilized the installation of the steel will take one week to remove and replace, the liner and paint will take an additional one week. Once this change is approved by the City, Milestone #3 and all references to it will need to be moved two weeks (10 working days).

There are extended services including General Conditions associated with this CPR that are not included in this pricing. These services are currently being negotiated with the City in a separate package (CPR 155). McCarthy reserves the right to submit and be reimbursed for the additional costs associated with this CPR if CPR 155 is not approved.

REFERENCE:

RFI's 772, 762.1, 258.1, Field Reports 23 and 31, AEC Letter 357

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
American Landscape Inc	Changed Controller	110.00
Blaski Specialty Services Inc	RFI 772	3,090.00
Bragg Crane & Rigging	RFI 762.1	5,263.00
Neal Electric	Added Fountain Conduit	998.00
Sierra Geosynthetic Services Inc	RFI 762.1	7,322.00
Toro Enterprises Inc	RFI 772	1,595.00
Toro Enterprises Inc	Raise Manhole SE02	885.00

Printed On: 11/07/2012 11:24:22 AM

Page: 1 of 2

Attachment No. 1

Page 4 of 38

McCarthy Building Companies, Inc.

Change Proposal Request

CPR # 129

Date: 11/07/2012

Project Name: Oxnard AWPf

Architect's Project No.:

Project No. : 007681.000

Cost Issue Ref #: 267

Vertex Coatings Inc

RFI 762.1

676.00

McCarthy Building Companies, Inc.

RFI 766 Labor-Materials

1,827.00

McCarthy Building Companies, Inc.

Change Order Markup

986.00

Net Amount of This Proposed Change

22,744.00

Net Change in Calendar Days Due to This Proposed Change

10

☐ Schedule impact to be evaluated at a later date.

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

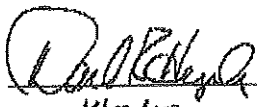
☐ Accept

Accept

☐ Do Not Accept

Do Not Accept

BY:



BY: ..

BY: ..

Date:

11/7/12

Date:

Date:



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581
7/9/2012 rev
Date: 9/14/12
Cl# 275

CPR 129

Total Labor Cost:	\$1,582
Total Material Cost:	\$0
Total Equipment Cost:	\$0
Sub Total	\$1,582
10% Markup	\$158
5% O&P, Insurance and Bonds	\$87
McCarthy Mechanical Total	\$1,827

Subcontractor Costs		Quote
American Landscape	AEC Letter	\$110
Bragg	RFI 762.1	\$5,263
Sierra Geo	RFI 762.1	\$7,322
Vertex	RFI 762.1	\$678
Toro	RFI 772	\$1,595
Toro	Manhole	\$865
Neal Electric	Added Conduit	\$998
Bielski	FR 23 & 31	\$3,090

Subcontractor Total **\$19,921**

	Rate	
McCarthy Subcontractor Fee	5.00%	\$996
Total CPR		\$22,744



AECOM
1220 Avenida Acaso
Camarillo, CA 93012

(805)388-3775 tel
(805)388-3577 fax

September 26, 2012

Mr. Thien Ng
CITY OF OXNARD
305 West Third Street
Oxnard, CA 93030

**Subject: City of Oxnard / GREAT Program (Phase 1)
Advanced Water Purification Facility (AWPF) Project
Change Order No. 112 – CCRC Review**

Dear Thien:

Attached is Change Order No. 112 for the Advanced Water Purification Facility (AWPF), which is being transmitted to the City for review and processing through CCRC. Change Order No. 112 provides for costs associated with changes made per RFI's 772, 762.1, 258.1, Field Reports 23, 31, AEC Letter 357 (Controller).

AECOM recommends that the City process the attached Change Order No. 112 for a total lump sum of \$ 22,744.00

Please do not hesitate to call if you have any questions.

Sincerely,

Robert E. Stein, PE
AWPF Resident Engineer

Attachment: Change Order No. 112

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 113 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 113 has been prepared to provide for additional costs associated with paving as directed by City inspector. The additional scope of work includes:

- Remove and replace existing asphalt at the north end of pipe trench in order to provide adequate width for the 1-3 ton roller.
- Install additional 2,246 square feet of 2-inch asphalt overlay.

McCarthy's Change Order Proposal Request No. 142, dated October 25, 2012, is attached for further clarification.

•	McCarthy Original Cost Estimate:	\$ 30,835.00
•	City Cost Estimate:	\$ 13,105.98
•	Final Negotiated Cost:	\$ 11,837.00

The total amount of Change Order No. 113 is \$ 11,837.00. This work was completed and negotiated based on a lump sum price.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 113

Contractor Name.: McCarthy Building, Inc
Project Title: Advanced Water Purification Facility (AWPF)
Specification No.: PW07-21
Contract No.: A-7259
P.O. No.:
Fed. Prom. No.:

Account No.	Amount	Split Project No.
609-6553-821-8610		0% 066010
609-6553-821-8604	\$8,877.75	75% 066010
276-6553-821-8604	\$2,959.25	25% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 113 has been prepared to provide for additional costs associated with paving as directed by the City inspector. The additional scope of work includes:

- Remove and replace existing asphalt at the north end of pipe trench in order to provide adequate width for the 1-3 ton roller.
- Install additional 2,246 square feet of 2-inch asphalt overlay.

Reasons for Changes:

The changes noted above are necessary to address adequate south Perkins Road resurfacing.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. <u>1</u> THRU <u>112</u>)	\$3,404,487.00
3. Sum of contract prior to this change order	\$55,976,487.00
4. Amount of this change order	\$11,837.00
5. Sum of contract including this change order	\$ 55,988,324.00

Contract time will be changed by 0 days
Completion date of this change order is 12/31/12

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager _____ Date _____

Project Manager Thieng _____ Date 11/7/12

Budget _____ Date _____

Client _____ Date 07 Nov 2012

Construction Manager Thieng _____ Date 11/7/12

City Engineer Law Balfan _____ Date 11-6-12

Contractor Cuslanco _____ Date 11/8/12

Administrative Services Thieng _____ Date 11/7/12

Director of Public Works/Purchasing Agent _____ Date 11/18/12



Change Proposal Request

CPR # 142

Date: 10/25/2012

Project Name: Oxnard AWP

Project No. : 007581.000

Architect's Project No.:

Cost Issue Ref #: 293

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

Additional Perkins Road Paving Scope

SCOPE:

This cost issue has been revised (REV:10-25-12) to only track the agreed upon costs associated with additional paving costs along Perkins Road:

- 1) Additional paving was installed by Whitaker that was required to be removed by the City Inspector. (ADJUSTED LABOR/OT)
- 2) Material cost increase for asphalt paving. (REMOVED)
- 3) Additional paving square footage per field conditions. (REVISED)
- 4) Paving quote requested to address cold patches installed for 20inch ROC line change. (NOT REQUIRED)

REFERENCE:

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Jacobsson Engineering Construction Inc	Add Whitaker Paving	6,628.00
Jacobsson Engineering Construction Inc	2" Asphalt Added SF	4,645.42
McCarthy Building Companies, Inc.	Change Order Markup	564.00
Net Amount of This Proposed Change		11,837.42

Net Change in Calendar Days Due to This Proposed Change

Schedule impact to be evaluated at a later date.

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

Accept
Do Not Accept

Accept
Do Not Accept

BY: Curtis Horner

Digitally signed by Curtis Horner
DN: C=US,
E=chorn@mcCarthy.com,
O=McCarthy Building
Companies, OU=McCarthy
Building Companies, CN=Curtis
Horner
Date: 2012.10.25
16:14:10-07'00'

BY:

Date:

BY:

Date:

Printed On: 10/25/2012 08:05:31 PM

Page: 1 of 1

Attachment No. 1
Page 10 of 38



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 5/21/2012

CH# 293

CPR 141

Total Labor Cost:	\$0
Total Material Cost:	\$0
Total Equipment Cost:	\$0
Sub Total	\$0
10% Markup	\$0
5% O&P, Insurance and Bonds	\$0
McCarthy Mechanical Total	\$0

Subcontractor Costs		Quote
Jacobsson Engineering, Inc.	P-185	\$7,885 \$6,628.00
Jacobsson Engineering, Inc.	P-186	\$0,100 0
Jacobsson Engineering, Inc.	P-187	\$6,214 \$4,645.42
Jacobsson Engineering, Inc.	P-188	\$7,388 0

Subcontractor Total ~~-\$20,367~~

	Rate	
McCarthy Subcontractor Fee	5.00%	-\$1,488 \$564.00
Total CPR		\$30,935. \$11,837.42

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 114 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 114 has been prepared to provide for additional costs associated with chemical feed systems, including sodium hypochlorite, citric acid, and sodium hydroxide system changes. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install variable frequency drives (VFD) and install 1 ½-inch pressure relief valves on sodium hypochlorite, citric acid, and sodium hydroxide feed systems.
- Contractor shall furnish all labor, equipment, and tools to remove 3,750 gallons of 50% sodium hydroxide solution from storage tank.

During chemical system start up, the sodium hypochlorite, citric acid, and sodium hydroxide feed systems were observed to have excessive system pressure exceeding the design requirements. Based on field investigation, it appears that higher speed (1,750 rpm) motors were installed as compared to approved shop drawings motors (1,140 rpm). However, further investigation also found that the lower speed motors were also observed to have excessive system pressure exceeding the design requirements.

Subsequently, variable frequency drives and larger size pressure relief valves were installed on the sodium hypochlorite, citric acid, and sodium hydroxide systems to relief excessive system pressure.

McCarthy's Change Order Proposal Request No. 125, dated September 26, 2012, is attached for further clarification.

•	McCarthy Original Cost Estimate:	\$ 66,601.00
•	City Cost Estimate:	\$ 47,235.20
•	Final Negotiated Cost:	\$ 31,305.00

November 6, 2012

Page 2

The total amount of Change Order No. 114 is \$ 31,305.00. This work was completed and negotiated based on a lump sum price. This is being settled at approximately 53% of the original cost estimate.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 114

Contractor Name.: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7259

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split Project No.
609-6553-821-8610		0% 066010
609-6553-821-8604	\$23,478.75	75% 066010
276-6553-821-8604	\$7,826.25	25% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 114 has been prepared to provide for additional costs associated with chemical feed systems, including sodium hypochlorite, citric acid, and sodium hydroxide system changes. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install variable frequency drives (VFD) and install 1 1/2-inch pressure relief valves on sodium hypochlorite, citric acid, and sodium hydroxide feed systems.
- Contractor shall furnish all labor, equipment, and tools to remove 3,750 gallons of 50% sodium hydroxide solution from storage tank.

Reasons for Changes:

The design changes noted above are necessary to address excessive system pressure on the chemical feed systems.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 113)	\$3,416,324.00
3. Sum of contract prior to this change order	\$55,988,324.00
4. Amount of this change order	\$31,305.00
5. Sum of contract including this change order	\$ 56,019,629.00

Contract time will be changed by 0 days
Completion date of this change order is 12/31/12

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager

Date

Project Manager

Date

Budget

Date

Client

Date

Construction Manager

Date

City Engineer

Date

Contractor

Date

Administrative Services

Date

Director of Public Works/Purchasing Agent

Date

Attachment No. 1

Page 14 of 38

Change Proposal Request

CPR # 125

Date: 09/26/2012

Project Name: Oxnard AWWP

Architect's Project No.:

Project No. : 007581.000

Cost Issue Ref # : 223

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

Gear Pump Design Issue

SCOPE:

This cost issue tracks the costs associated with AECOM Letter 304, RFI 707, RFI 707.1, RFI 707.2 and CH2MHILL Technical Memorandum - Chemical Feed Gear Pumps. The chemical batch systems required design changes based on McCarthy field testing. The pump and piping systems designed for Sodium Hydroxide, Sodium Hypochlorite and Citric Acid created 30 psig of additional discharge pressure, which could not be explained by CH2MHILL design review of the system. To correct this issue the changes required are noted below.

Changes required include the following:

-Additional labor and material for field testing, change out of PRVS which include re-pipe of Sodium Hypochlorite, Citric Acid and Sodium Hydroxide Header, replacement of ball check valves, add 3 phase motors for Sodium Bisulfite, Sodium Hypochlorite, Citric Acid and Sodium Hydroxide, provide VFD's for Sodium Hypochlorite, Citric Acid and Sodium Hydroxide, and removal of 50% Sodium Hydroxide and loading of 25% Sodium Hydroxide. This work is completed.

McCarthy has not included any labor cost associated with the change out of the gear pump motors. Work Authorization tickets #GP1005, GP1006, GP1007 and GP1008 track the hours associated with the motor change. The cost of this work not included in this CPR is \$5,750.

REFERENCE:

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
McCarthy Building Companies, Inc.	Labor	5,508.00
McCarthy Building Companies, Inc.	Material	21,596.00
McCarthy Building Companies, Inc.	Change Order Markup	4,201.00
	Net Amount of This Proposed Change	31,305.00

Net Change in Calendar Days Due to This Proposed Change

☒ Schedule impact to be evaluated at a later date.

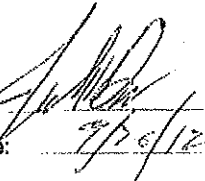
McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

____ Accept
____ Do Not Accept

____ Accept
____ Do Not Accept

BY: 

BY: _____

BY: _____

Date: 9/26/12

Date: _____

Date: _____

Printed On: 09/26/2012 02:42:17 PM

Page: 1 of 1

Attachment No. 1

Page 15 of 38



City of Oxnard Great Program - Advanced Water Purification Facility
5700 S Perkins Rd
Oxnard, CA 93033

MCC Job 7581
Date: 9/12/2012
CI# 223

CPR 125 Cost Breakdown

McCarthy Mechanical Total	
Total Labor Cost:	\$ 5,508.00
Total Material Cost:	\$ 21,595.58
Total Equipment Cost:	\$ -
Sub Total	\$27,103.58
10% Markup	\$2,710
5% POIB	\$1,491
Sub Total	\$ 31,304.64
Subcontractor Costs	

Subcontractor Total \$0

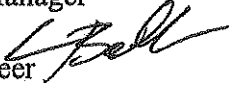
	Rate	
McCarthy Subcontractor Fee	5.00%	\$0
Total CPR		\$ 31,305

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 115 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 115 has been prepared to provide for additional costs associated with sulfuric acid and liquid lime compound loop programming changes. The additional scope of work includes:

Liquid Lime Programming changes:

- Provide adjustable liquid lime pH set point based on decarbonator effluent water quality and LSI calculations to produce a treated water LSI of about +0.2.
- Liquid lime feed pumps are based on flow and pH paced.
- Re-program liquid lime feed pump speed calculations.

Sulfuric Acid Programming Changes:

- Change initial target pH set point to 6.3.
- Sulfuric acid feed pump shall be controlled based on a flow set point and on a target pH for the MF filtrate. After initial pump speed is set based on MF filtrate flow, the pump shall be controlled to maintain a pH target set point at the pH meter located on the MF filtrate line. The operator shall enter the target pH on the HMI screen.
- Re-program sulfuric acid feed pump speed calculations.
- Sulfuric acid injection shall not be allowed without dilution water. The dilution water is set at 15 gpm. A pop up dialog shall be added to the HMI screen that reminds the operator to ensure that dilution water is flowing at 15 gpm prior to starting sulfuric acid feed pumps.

- Contractor shall utilize compound loop with flow pacing of MF filtrate flow (past the sulfuric acid injection point) and utilize pH as feedback control.

On July 18, 2012, the AECOM issued work directly time and material not to exceed \$24,000 to proceed with the above programming changes. The City has verified the time and material effort amount of \$22,442.00. However, McCarthy's proposed management cost of \$6,869 is not justified.

McCarthy's Change Order Proposal Request No. 143, dated October 5, 2012, is attached for further clarification. This work was completed and negotiated based on a lump sum price.

- McCarthy Original Cost Estimate: \$ 29,311.00
- Final Negotiated Cost: \$ 22,442.00

The total amount of Change Order No. 115 is \$ 22,442.00. This is being settled at approximately 70% of the original contractors cost estimate.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 115

Contractor Name.: McCarthy Building, Inc
Project Title: Advanced Water Purification Facility (AWPF)
Specification No.: PW07-21
Contract No.: A-7259
P.O. No.:
Fed. Prom. No.:

Account No.	Amount	Split Project No.
609-6553-821-8610		0% 066010
609-6553-821-8604	\$16,831.50	75% 066010
276-6553-821-8604	\$5,610.50	25% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 115 has been prepared to provide for additional costs associated with sulfuric acid and liquid lime compound loop programming changes. The additional scope of work includes:

Liquid Lime programming changes:

- Provide adjustable liquid lime pH set point based on decarbonator effluent water quality and LSI calculations to produce a treated water LSI of about + 0.2.
- Liquid lime feed pumps are based on flow and pH paced.
- Re-program liquid lime feed pump speed calculations.

Sulfuric Acid Programming Changes:

- Change initial target pH set point to 6.3.
- Sulfuric acid feed pump shall be controlled based on a flow set point and on a target H for the MF filtrate. After initial pump speed is set based on MF filtrate flow, the pump shall be controlled to maintain a pH target set point at the pH meter located on the MF filtrate line. The operator shall enter the target pH on the HMI screen.
- Re-program sulfuric acid feed pump speed calculations.
- Sulfuric acid injection shall not be allowed without dilution water. The dilution water is set at 15 gpm. A pop-up dialogue shall be added to the HMI screen that reminds the operator to ensure that dilution water is flowing at 15 gpm prior to starting sulfuric acid feed pumps.
- Contractor shall utilize compound loop with flow pacing of MF filtrate flow (past the sulfuric acid injection point) and utilize pH as feedback control.

Reasons for Changes:

The design changes noted above are necessary to provide adequate liquid lime and sulfuric acid addition to the recycled water.

1. Amount of original contract		\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 114)		\$3,447,629.00
3. Sum of contract prior to this change order		\$56,019,629.00
4. Amount of this change order		\$22,442.00
5. Sum of contract including this change order		\$ 56,042,071.00

Contract time will be changed by 0 days
Completion date of this change order is 12/31/12

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager

Date

Project Manager

Date

Budget

Date

Client

Date

Construction Manager

Date

City Engineer

Date

Contractor

Date

Administrative Services

Date

Director of Public Works/Purchasing Agent

Date

Attachment No. 1

Page 19 of 38



Change Proposal Request

CPR # 143 Revision # 1

Date: 11/07/2012

Project Name: Oxnard AWPf

Project No. : 007581.000

Architect's Project No.:

Cost Issue Ref #: 296

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

DC-21 SA And LL Compound Loop Programming

SCOPE:

This Issue tracks the direct costs associated with the referenced SCADA changes. It also tracks the delay and indirect cost impacts of performing the work as requested.

DC-21 changes the control logic for the Liquid Lime and Sulfuric Acid injection to a compound loop to minimize operator interaction and provides a more automated system.

RFI-755 adds a pop up box to remind the operator that 15 gpm is required for Sulfuric Acid Operation.

RFI-797 clarifies direction given in DC-21.

After completion of programming systems will need to be tested and the plant will go through a re-start. System will be monitored to ensure proper operation.

REFERENCE:

DC-21; RFI-755, RFI-797

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Rockwell Automation Inc	Programming	21,373.00
McCarthy Building Companies, Inc.	Change Order Markup	1,069.00
	Net Amount of This Proposed Change	22,442.00
	Net Change In Calendar Days Due to This Proposed Change	10

Schedule impact to be evaluated at a later date.

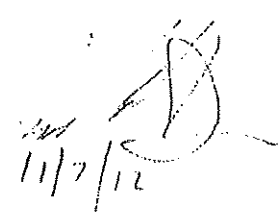
McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

... Accept
... Do Not Accept

... Accept
... Do Not Accept

BY: 

Date: 11/7/12

BY:

Date:

BY:

Date:

Printed On: 11/07/2012 12:20:21 PM

Page: 1 of 1

Attachment No. 1
Page 20 of 38



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd
Oxnard, CA 93033

MCC Job 7581

Date: 10/5/2012

CI# 206

CPR 143

Total Labor Cost:	\$0
Total Material Cost:	\$0
Equipment Cost:	\$0
Total General Cost:	\$5,947
Sub Total	\$5,947
10% Markup	\$595
5% O&P, Insurance and Bonds	\$297
McCarthy Mechanical Total	\$6,839

11/6/12 - Agreed to
remove these
costs.

Subcontractor Costs	Quote
Rockwell	\$21,373

Subcontractor Total \$21,373

	Rate	
McCarthy Subcontractor Fee	5.00%	\$1,069

Total CPR	\$29,311	\$22,442
-----------	---------------------	----------

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 116 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 116 has been prepared to provide for additional costs associated with the changes per RFI 834. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to replace specified wetlands plants with creeping spikerush (*eleocharis palustris*). Install as plugs and spaced 12 to 18 inches on center.

On July 18, 2012, the City issued work directly time and material not to exceed \$5,000 to proceed with the above wetlands plating changes. The City has verified the time and material effort amount of \$2,444.00.

McCarthy's Change Order Proposal Request No. 143, dated October 5, 2012, is attached for further clarification.

- McCarthy Original Cost Estimate: \$ 2,444.00
- Final Negotiated Cost: \$ 2,444.00

The total amount of Change Order No. 116 is \$ 2,444.00. This work was completed and based on time and material basis.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 116

Contractor Name.: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7259

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split Project No.
609-6553-821-8610		0% 066010
609-6553-821-8604	\$1,833.00	75% 066010
276-6553-821-8604	\$611.00	25% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 116 has been prepared to provide for additional costs associated with the changes per RFI 834. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to replace specified wetlands plants with creeping spikerush (eleocharis palustris). Install as plugs and spaced 12 to 18 inches on center.

Reasons for Changes:

The design changes noted above are necessary to provide adequate wetlands planting.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 115)	\$3,470,071.00
3. Sum of contract prior to this change order	\$56,042,071.00
4. Amount of this change order	\$2,444.00
5. Sum of contract including this change order	\$56,044,515.00

Contract time will be changed by 0 days

Completion date of this change order is 12/31/12

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager

Date

Project Manager

Date

Budget

Date

Client

Date

Construction Manager

Date

City Engineer

Date

Contractor

Date

Administrative Services

Date

Director of Public Works/Purchasing Agent

Date

Attachment No. 1

Page 23 of 38



Change Proposal Request

CPR # 160

Date: 11/07/2012

Project Name: Oxnard AWWP

Architect's Project No.:

Project No. : 007581.000

Cost Issue Ref #: 318

Attached is an Itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RFI 834 - 1" Soil and Plant Change

SCOPE:

These are costs associated with The City of Oxnard's direction to proceed on T&M for added soil and plants for the SFM area per RFI 834.

There are extended services including General Conditions associated with this CPR that are not included in this pricing. These services are currently being negotiated with the City in a separate packages. McCarthy reserves the right to submit and be reimbursed for the additional costs associated with this CPR if an agreement is not made on other CPR's.

REFERENCE:

RFI 834

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
American Landscape Inc	Landscape	2,328.00
McCarthy Building Companies, Inc.	Change Order Markup	116.00
Net Amount of This Proposed Change		2,444.00

Net Change in Calendar Days Due to This Proposed Change

☐ Schedule impact to be evaluated at a later date.

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

___ Accept
___ Do Not Accept

___ Accept
___ Do Not Accept

BY:

Dan R. Hepler

BY: _____

BY: _____

Date:

11/7/12

Date: _____

Date: _____

Printed On: 11/07/2012 11:34:51 AM

Page: 1 of 1

Attachment No. 1

Page 24 of 38



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 10/31/2012

CI# 318

CPR 160

Total Labor Cost:	\$0
Total Material Cost:	\$0
Total Equipment Cost:	\$0
Sub Total	\$0
10% Markup	\$0
5% O&P, Insurance and Bonds	\$0
McCarthy Mechanical Total	\$0

Subcontractor Costs	Quote
American Landscape	\$2,328
Subcontractor Total	\$2,328

	<u>Rate</u>	
McCarthy Subcontractor Fee	5.00%	\$116
Total CPR		\$2,444

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 117 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 117 has been prepared to provide for additional costs associated with the generator power cable changes. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install 40 feet of type W, 4 conductors, 2000 volt power cable.

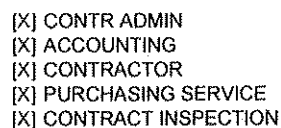
On August 24, 2012, the City issued work directly time and material not to exceed \$5,000 to proceed with the above generator power cable changes. The City has verified the time and material effort amount of \$3,080.00.

McCarthy's Change Order Proposal Request No. 161, dated November 1, 2012, is attached for further clarification.

- McCarthy Original Cost Estimate: \$ 3,080.00
- Final Negotiated Cost: \$ 3,080.00

The total amount of Change Order No. 117 is \$ 3,080.00.

If you have any questions, please contact me at (805) 385-7839.



Account No.	Amount	Split	Project No.
609-6553-821-8610		0%	066010
609-6553-821-8604	\$2,310.00	75%	066010
276-6553-821-8604	\$770.00	25%	066010

240



Change Proposal Request

CPR # 181

Date: 11/07/2012

Project Name: Oxnard AWP

Project No. : 007681.000

Architect's Project No.:

Cost Issue Ref #: 319

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

Generator Cable Change

SCOPE:

These are costs associated with The City of Oxnard's direction to proceed on T&M for replacing the generator cable to provide a safe grounded system.

There are extended services including General Conditions associated with this CPR that are not included in this pricing. These services are currently being negotiated with the City in a separate packages. McCarthy reserves the right to submit and be reimbursed for the additional costs associated with this CPR if an agreement is not made on other CPR's.

REFERENCE:

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Neel Electric	Electrical	2,934.00
McCarthy Building Companies, Inc.	Change Order Markup	148.00
	Net Amount of This Proposed Change	3,080.00
	Net Change in Calendar Days Due to This Proposed Change	
	Schedule impact to be evaluated at a later date.	

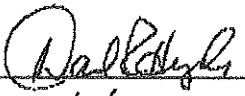
McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

Accept
Do Not Accept

Accept
Do Not Accept

BY: 

Date: 11/3/12

BY: _____

Date: _____

BY: _____

Date: _____



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 10/31/2012

CI# 319

CPR 161

Total Labor Cost:	\$0
Total Material Cost:	\$0
Total Equipment Cost:	\$0
Sub Total	\$0
10% Markup	\$0
5% O&P, Insurance and Bonds	\$0
McCarthy Mechanical Total	\$0

Subcontractor Costs	Quote
Neal Electric	\$2,934
Subcontractor Total	\$2,934

	<u>Rate</u>	
McCarthy Subcontractor Fee	5.00%	\$146
Total CPR		\$3,080

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 118 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 118 has been prepared to provide for additional costs associated with the changes per RFI 831.1. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install relay and wiring to accommodate "VFD FAIL" signal per contract requirements.

On August 23, 2012, the City issued work directly time and material not to exceed \$5,000 to proceed with the above relay and wiring changes. The City has verified the time and material effort amount of \$2,883.00.

McCarthy's Change Order Proposal Request No. 162, dated October 26, 2012, is attached for further clarification.

- McCarthy Original Cost Estimate: \$ 2,883.00
- Final Negotiated Cost: \$ 2,883.00

The total amount of Change Order No. 118 is \$ 2,883.00.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 118

Contractor Name.: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7259

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split Project No.
609-6553-821-8610		0% 066010
609-6553-821-8604	\$2,162.25	75% 066010
276-6553-821-8604	\$720.75	25% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 118 has been prepared to provide for additional costs associated with the changes per RFI 831.1. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install relay and wiring to accommodate "VFD FAIL" signal per contract requirements.

Reasons for Changes:

The design changes noted above are necessary to provide VFD fail signals to SCADA system.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 117)	\$3,475,595.00
3. Sum of contract prior to this change order	\$56,047,595.00
4. Amount of this change order	\$2,883.00
5. Sum of contract including this change order	\$ 56,050,478.00

Contract time will be changed by 0 days

Completion date of this change order is 12/31/12

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager

Date

Project Manager

Date

Budget

Date

Client

Date

Construction Manager

Date

City Engineer

Date

Contractor

Date

Administrative Services

Date

Director of Public Works/Purchasing Agent

Date

Attachment No. 1

Page 31 of 38



Change Proposal Request

CPR # 162

Date: 10/26/2012

Project Name: Oxnard AWPf

Project No. : 007581.000

Architect's Project No.:

Cost Issue Ref #: 320

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RFI 831.1 - VFD added Relay

SCOPE:

The following costs are associated with the Owner's direction to proceed with adding a relay required for the RO CIP system to function per RFI 831.1.

REFERENCE:

RFI 831.1

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Rockwell Automation Inc	VFD Mod	2,419.00
McCarthy Building Companies, Inc.	Start Up Engineer	297.00
McCarthy Building Companies, Inc.	Change Order Markup	167.00
Net Amount of This Proposed Change		2,883.00
Net Change in Calendar Days Due to This Proposed Change		
☒ Schedule impact to be evaluated at a later date.		

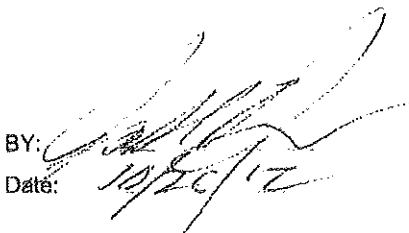
McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

☐ Accept
☐ Do Not Accept

☐ Accept
☐ Do Not Accept

BY: 

BY: _____

BY: _____

Date: 10/26/12

Date: _____

Date: _____

Printed On: 10/26/2012 05:06:58 PM

Page: 1 of 1

Attachment No. 1
Page 32 of 38



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 10/23/2012

CI# 320

CPR 162

Total Labor Cost:	\$297
Total Material Cost:	\$0
Total Equipment Cost:	\$0
Sub Total	\$297
10% Markup	\$30
5% O&P, Insurance and Bonds	\$16
McCarthy Mechanical Total	\$343

Subcontractor Costs	Quote
Rockwell	\$2,419

Subcontractor Total **\$2,419**

	<u>Rate</u>	
McCarthy Subcontractor Fee	5.00%	\$121
Total CPR		\$2,883

McCarthy Building Companies, Inc.
Contract No. A-7259

Change Order 119

NOT USED

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer

SUBJECT: **Change Order # 120 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 120 has been prepared to provide for additional costs associated with the changes per RFI 785.1. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install NEMA 4X pullbox on west wall of Building 10.
- Contractor shall furnish all labor, equipment, and tools to install 1 ¼-inch conduit from SFM pump to NEMA 4X pullbox. Conduit shall be concrete encased per detail 2605-400b.

On August 16, 2012, the City issued work directly time and material not to exceed \$25,000 to proceed with the above wetlands SFM pump changes. The City has verified the time and material effort amount of \$15,213.00.

McCarthy's Change Order Proposal Request No. 151, dated November 5, 2012, is attached for further clarification.

• McCarthy Original Cost Estimate:	\$ 15,213.00
• Final Negotiated Cost:	\$ 15,213.00

The total amount of Change Order No. 120 is \$ 15,213.00.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 120

Contractor Name.: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7259

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split Project No.
609-6553-821-8610		0% 066010
609-6553-821-8604	\$11,409.75	75% 066010
276-6553-821-8604	\$3,803.25	25% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 120 has been prepared to provide for additional costs associated with the changes per RFI 785.1. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install NEMA 4X pullbox on west wall of Building 10.
- Contractor shall furnish all labor, equipment, and tools to install 1 1/4-inch conduit from SFM pump to NEMA 4X pullbox. Conduit shall be concrete encased per detail 2605-400b.

Reasons for Changes:

The design changes noted above are necessary to install wetlands pumps moisture detector.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 118)	\$3,478,478.00
3. Sum of contract prior to this change order	\$56,050,478.00
4. Amount of this change order	\$15,213.00
5. Sum of contract including this change order	\$ 56,065,691.00

Contract time will be changed by 0 days

Completion date of this change order is 12/31/12

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager

Date

Project Manager

Date

Budget

Date

Client

Date

Construction Manager

Date

City Engineer

Date

Contractor

Date

Administrative Services

Date

Director of Public Works/Purchasing Agent

Date

Attachment No. 1

Page 36 of 38

Project Name: Oxnard AWPF

Project No. : 007581.000

Architect's Project No.:

Cost Issue Ref #: 309

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RFI 785.1 SFM Sump Pump Electrical

SCOPE:

This cost issue tracks the costs associated with added electrical per RFI 785.1

There are extended services including General Conditions associated with this CPR that are not included in this pricing. These services are currently being negotiated with the City in a separate packages. McCarthy reserves the right to submit and be reimbursed for the additional costs associated with this CPR if an agreement is not made on other CPR's.

REFERENCE:**Pricing Details**

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
American Landscape Inc	Landscape	8,898.00
Neal Electric	Electrical	5,893.00
McCarthy Building Companies, Inc.	Change Order Markup	724.00
	Net Amount of This Proposed Change	15,213.00
	Net Change in Calendar Days Due to This Proposed Change	

| | Schedule impact to be evaluated at a later date.

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

Accept
Do Not Accept

Accept
Do Not Accept

BY:



BY:

BY:

Date:

11/7/12

Date:

Date:



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 10/31/2012

CI# 309

CPR 151

Total Labor Cost:	\$0
Total Material Cost:	\$0
Total Equipment Cost:	\$0
Sub Total	\$0
10% Markup	\$0
5% O&P, Insurance and Bonds	\$0
McCarthy Mechanical Total	\$0

Subcontractor Costs	Quote
Neal Electric	\$5,893
American Landscape	\$8,596
Subcontractor Total	\$14,489

	<u>Rate</u>	
McCarthy Subcontractor Fee	5.00%	\$724
Total CPR		\$15,213

ATTACHMENT NUMBER 2

McCarthy Building Companies, Inc.
Contract No. A-7259
Change Order
Nos. 121 through 128

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 121 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 121 has been prepared to resolve the following design conflicts.

- Chemical storage tanks pads
- Decarbonator pads
- Neutralization tank pad
- Reverse osmosis clean-in-place tank pad
- Ultraviolet equipment pad

Chemical storage tank pads (\$64,269): McCarthy indicated that the specification allowed alternative tank anchorage design in lieu of cast in place anchor system. McCarthy has selected a drill epoxy anchorage system. However, none of the other alternative anchor systems will fit the storage secondary containment sizes. McCarthy spent additional engineering effort, concrete and rebar costs to meet the specification requirements.

Decarbonator pads (\$36,744): McCarthy indicated that the specification allowed an alternative anchorage design in lieu of a cast in place anchor system. McCarthy has selected a drill epoxy anchor system. However, the drill epoxy anchorage system requires revision to the rebar and concrete. McCarthy spent additional engineering effort, concrete and rebar costs to meet the specification requirements.

Neutralization tank Pad (\$6,178): McCarthy indicated that the specification allowed an alternative tank anchorage design in lieu of a cast in place anchor system. McCarthy has selected a drill epoxy anchorage system. However, the drill epoxy system requires modification to the tank containment sizes. The Design engineer did not approve the tank containment size modifications. McCarthy spent additional engineering effort, concrete and rebar costs to meet the specification requirements.

Reverse osmosis clean-in-place tank pad (\$8,732): McCarthy indicated that the tank containment does not accommodate the tank anchorage design. McCarthy spent additional engineering effort, concrete and rebar costs to meet the specification requirements.

Ultraviolet equipment pad (\$2,014): McCarthy indicated that the calculated anchorage depth requirement is 1-inch thicker than the equipment pad thickness as shown on drawings. McCarthy spent additional engineering effort, concrete and rebar costs to meet the specification requirements.

The change order was initially rejected by City staff. McCarthy filed for initial notice of potential claim. Subsequently, City staff met with the City Attorney, Interim Public Works Director, and Development Services Director to discuss the matter. The City Attorney and the Directors advised staff to consider negotiating with McCarthy to avoid potential project claims.

Staff negotiated with McCarthy and agreed to compensate McCarthy \$85,000. This work was completed and negotiated based on a lump sum price.

The scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install chemical storage tank, decarbonator, neutralization tank, reverse osmosis clean-in-place tank, and ultraviolet equipment anchorage systems per RFIs 85, 85.1, 129, 129.1, 138, 329, 341, 429, 598, and 598.1.

McCarthy's Change Order Proposal Request No. 81, dated October 25, 2012, is attached for further clarification.

• McCarthy Original Cost Estimate:	\$ 117,936.00
• Final Negotiated Cost:	\$ 85,000.00

The total amount of Change Order No. 121 is \$85,000.00 that is being settled at approximately 60% of the original cost estimate.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 121

Contractor Name.: **McCarthy Building, Inc**

Project Title: **Advanced Water Purification Facility (AWPF)**

Specification No.: **PW07-21**

Contract No.: **A-7259**

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split Project No.
609-6553-821-8610	\$0.00	0% 066010
609-6553-821-8604	\$63,750.00	75% 066010
276-6553-821-8604	\$21,250.00	25% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 121 has been prepared to address costs associated with design changes for the Tank Seismic Design. The scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install chemical storage tanks, decarbonator pads, neutralization tank, reverse osmosis clean-in-place tank, and ultraviolet equipment anchorage systems per RFIs 85, 85.1, 129, 129.1, 138, 329, 341, 429, 598, and 598.1.

Reasons for Changes:

The design changes noted above are necessary to meet California seismic code requirements.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. <u>1</u> THRU <u>120</u>)	\$3,493,691.00
3. Sum of contract prior to this change order	\$56,065,691.00
4. Amount of this change order	\$85,000.00
5. Sum of contract including this change order	\$ 56,150,691.00

Contract time will be changed by 0 days
Completion date of this change order is 12/31/12

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager

Date

Project Manager

Date

Budget

Date

Client

Date

Construction Manager

Date

City Engineer

Date

Contractor

Date

Administrative Services

Date

Director of Public Works/Purchasing Agent

Date

Attachment No. 2

Page 4 of 44

Project Name: Oxnard AWWP

Architect's Project No.:

Project No. : 007581.000

Cost Issue Ref # : 69

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

Mechanical Equipment & Tank Seismic Anchorage Modifications

SCOPE:

Per negotiations on 10/24/12 the original cost of \$117,936 has been reduced to \$85,000.

This cost issue tracks the costs associated with the seismic design and modifications to the installation of the following systems:

- 1) Chemical Facility FRP Tanks
- 2) Decarbonator Tower System
- 3) MF Building Pads
- 4) RO CIP Tank
- 5) UV System

REFERENCE:

RFI's 85, 85.1, 129, 129.1, 138, 329, 341, 429, 598 & 598.1

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Gerdau Reinforcing Steel	Reinforcing Steel Modifications	12,774.00
HL Moe Co Inc	Plumbing Modifications	1,918.00
McGuire Contracting Inc	Concrete Modifications	9,691.00
McCarthy Building Companies, Inc.	Seismic Modifications	60,617.00
McCarthy Building Companies, Inc.	Change Order Markup	0.00
Net Amount of This Proposed Change		85,000.00

Net Change in Calendar Days Due to This Proposed Change

Schedule impact to be evaluated at a later date.

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

___ Accept
___ Do Not Accept

___ Accept
___ Do Not Accept

BY: Curtis Horner

Digitally signed by Curtis Horner
DN: C=US,
E=chorners@mccarthy.com,
O=McCarthy Building Companies,
OU=McCarthy Building
Companies, CN=Curtis Horner
Date: 2012.10.25 17:40:33-0700

BY: _____

BY: _____

Date: _____

Date: _____

Date: _____

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 122 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 122 has been prepared to resolve the Effluent Sampling Facilities cost proposal. On March 4, 2010, the Los Angeles Regional Water Quality Control Board (Regional Board) issued an amendment to the existing wastewater treatment plant National Pollutant Discharge Elimination System (NPDES) permit to include the membrane concentrate discharge from the AWPF. One of the new requirements is for the City to design and construct a combined effluent monitoring and sampling facility. Discharge to the City's ocean outfall is a combination of AWPF brine concentrate and Oxnard Wastewater Treatment Plant (OWTP) secondary effluent. The combined effluent sampling facility must be located downstream of any in-plant return, well-commingled flows of secondary-treated wastewater generated from the OWTP and brine waste produced from the AWPF before entering the discharge pipe to the outfall, where representative samples of the effluent can be obtained.

On November 30, 2012, the City issued a request for proposal to McCarthy to prepare concept design approaches and a cost proposal for the Effluent Sampling Facilities. On April 27, 2011, McCarthy submitted concept design approaches and a cost proposal of \$1,419,510.

On July 13, 2011, the City received a time extension from the Regional Board which allows the City to complete the Effluent Sampling Facilities Project in design-bid-build sequence. Subsequently, the City notified McCarthy not to pursue the Effluent Sampling Facilities Project via a change order. McCarthy informed the City that they have incurred over \$95,000 in preparing the cost proposal and the City used some of the design concepts to solicit approval from the Regional Board.

The change order was initially rejected by City staff. Subsequently, City staff met with the City Attorney, Interim Public Works Director, and Development Services Director to discuss the matter. The City Attorney and the Directors advised staff to consider negotiating with McCarthy to avoid potential project claims.

November 6, 2012

Page 2

Staff negotiated with McCarthy and agreed to compensate McCarthy \$20,000 for the cost proposal and design concepts provided. This work was completed and negotiated based on a lump sum price.

The scope of work includes:

- Contractor shall review request for proposal package and provide cost proposal for the Effluent Sampling Facilities Project.

McCarthy's Change Order Proposal Request No. 54, dated October 25, 2012, is attached for further clarification.

- McCarthy Original Cost Estimate: \$ 95,015.00
- Final Negotiated Cost: \$ 20,000.00

The total amount of Change Order No. 122 is \$ 20,000.00 that is being settled at approximately 25% of the original cost estimate.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 122

Contractor Name.: **McCarthy Building, Inc**

Project Title: **Advanced Water Purification Facility (AWPF)**

Specification No.: **PW07-21**

Contract No.: **A-7259**

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split Project No.
609-6553-821-8610	\$0.00	0% 066010
609-6553-821-8604	\$15,000.00	75% 066010
276-6553-821-8604	\$5,000.00	25% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 122 has been prepared to address costs associated with the Effluent Sampling Facilities Project required by the Los Angeles Regional Water Quality Control Board. The scope of work includes:

- Contractor shall review request for proposal package and provide cost proposal for the Effluent Sampling Facilities Project.

Reasons for Changes:

The changes are necessary to compensate McCarthy for preparing concept design approach and cost proposal for the Effluent Sampling Facilities project.

1. Amount of original contract		\$52,572,000.00
2. Sum of prior change orders (NO. <u>1</u> THRU <u>121</u>)		\$3,578,691.00
3. Sum of contract prior to this change order		\$56,150,691.00
4. Amount of this change order		\$20,000.00
5. Sum of contract including this change order		\$ 56,170,691.00

Contract time will be changed by 0 days

Completion date of this change order is 12/31/12

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager	Date	<i>Thien Ng</i>	Date
Budget	Date	<i>Thien Ng</i>	11/13/12
Construction Manager	Date	<i>Loce Baldeen</i>	07 Nov 2012
Contractor	Date	<i>Loce Baldeen</i>	11-7-12
	Date	<i>Mark Dume</i>	11/7/12
	Date	<i>Mark Dume</i>	11/8/12
	Date	<i>Mark Dume</i>	11/8/12

Attachment No. 2

Page 8 of 44

Project Name: Oxnard AWWP

Architect's Project No.:

Project No. : 007581.000

Cost Issue Ref # : 165

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

Sampling Facility Design Build Proposal

SCOPE:

Pursuant to the October 25, 2012 meeting the design build services provided by McCarthy for the Effluent Sampling Facility have been negotiated and agreed to for \$20,000.

The California Regional Water Quality Control Board, Los Angeles Region (RWQCB), adopted Order No. R4-2010-0048 (NPDES No. CA0054097) on March 4, 2010. The order amends the effluent monitoring location and sampling procedure for the Oxnard Wastewater Treatment plant (OWWTP) as described in Order No. R4-2008-0029, which was adopted on May 1, 2008 and revised April 16, 2008. The order, adopted after the award of the construction contract for the City's Advanced Water Purification Plant (APWF) to McCarthy Building Companies, impacted the proposed design of the effluent sampling facilities identified in the contract documents for the AWWP. Revised conditions identified in the order require that sample flows of secondary-treated wastewater from the OWWTP and brine waste produced from the AWWP must be blended in proportion to their contribution to total flow entering the ocean outfall so that representative samples of the effluent being discharged to the receiving waters can be obtained.

REFERENCE:**Pricing Details**

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
McCarthy Building Companies, Inc.	Design Build Services	20,000.00
	Net Amount of This Proposed Change	20,000.00
	Net Change in Calendar Days Due to This Proposed Change	
	Schedule impact to be evaluated at a later date.	

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

Accept
Do Not AcceptAccept
Do Not Accept

BY:

Curtis Horner

Date:

Digitally signed by Curtis
Horner
DN: C=US,
E=chornert@mcCarthy.com,
O=McCarthy Building
Companies, OU=McCarthy
Building Companies,
CN=Curtis Horner
Date: 2012.10.25
16:21:20 -07'00'

BY:

Date:

BY:

Date:

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 123 to McCarthy Construction Services Agreement No. A-7259 Advanced Water Purification Facility (AWPF) Project**

Change Order No. 123 has been prepared to address costs associated with replacement of downspouts at the RO Building roof. The existing galvanized downspouts have corroded due to severe weathering. The new downspouts will be made of stainless steel. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to remove and install downspouts per RFIs 811.

The change order was initially rejected by City staff. McCarthy filed for initial notice of potential claim. Subsequently, City staff met with the City Attorney, Interim Public Works Director, and Development Services Director to discuss the corroded downspouts issues. The City Attorney and the Directors advised staff to consider negotiating with McCarthy to avoid potential project claims.

McCarthy's Change Order Proposal Request No. 157, dated September 14, 2012, is attached for further clarification.

• McCarthy Original Cost Estimate:	\$ 19,079.00
• AECOM / City Cost Estimate:	\$ 23,578.79
• Final Negotiated Cost:	\$ 19,079.00

The total amount of Change Order No. 123 is \$ 19,079.00. This additional work has not been completed and is based on a "Lump Sum" cost.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 123

Contractor Name: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7259

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split	Project No.
609-6553-821-8610	\$0.00	0%	066010
609-6553-821-8604	\$19,079.00	100%	066010
276-6553-821-8604	\$0.00	0%	066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 123 has been prepared to address costs associated with design changes for the replacement of downspouts at the RO Building roof. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to remove and install downspouts per RFIs 811.

Reasons for Changes:

The changes noted above are necessary to replace existing galvanized downspouts which have been corroded due to severe weathering. The new downspouts will be made of stainless steel.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 122)	\$3,598,691.00
3. Sum of contract prior to this change order	\$56,170,691.00
4. Amount of this change order	\$19,079.00
5. Sum of contract including this change order	\$ 56,189,770.00

Contract time will be changed by 0 days
Completion date of this change order is 05/31/13

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager	Date	Thien Ng	Date
		11/13/12	
Budget	Date	Client	Date
		07 Nov 2012	
Construction Manager	Date	City Engineer	Date
Thien Ng	11/13/12	Car Balderson	11-7-12
Contractor	Date	Administrative Services	Date
Car Balderson	11/13/12	11/7/12	
		Director of Public Works/Purchasing Agent	Date
		11/8/12	



CITY OF OXNARD • DEPARTMENT OF PUBLIC WORKS
INITIAL NOTICE OF POTENTIAL CLAIM
 INPC-100 (REV 9/2008)

FOR CITY USE ONLY	
Received	Date
(For City Engineer)	

TO: Lou Balderrama (City Engineer)	CONTRACT NUMBER: PW07-21 Contract Date:	DATE: 09/14/12	IDENTIFICATION NUMBER:
---------------------------------------	---	-------------------	------------------------

This is an Initial Notice of Potential Claim for additional compensation submitted as required under the provisions of Section 6-11, "Notice of Potential Claims," of the Standard Specifications. The cause giving rise to the potential claim occurred on: various dates

The particular nature and circumstances of this potential claim are described as follows: miscellaneous unresolved change orders

CPR 129 - RFI's 630.1, 766, 772	CPR 157 - Rusting Downspouts
CPR 142 - Addition paving work along Perkins	CPR 158 - Replacement Trees
CPR 137 - RFI 769 Liquid Lime Mixers	CPR 151 - RFI 785.1
CPR 125 - Gear Pump issues	CPR 143 - DC-21
CPR 147 - RFI 763, 763.1, 804	CPR 139 - Eyewash Stations
CPR 148 - RFI 821, 809, 799, 773, 743	Additional services/Extended
CPR 81 - Tank Seismic Design Changes	General Conditions associate
CPR 88 - Pipe Rack Design Changes	with change order work and
CPR 92 - Chemical Pump Pad Changes	project impacts
CPR 120 - RO Sample Tubing	
CPR 133 - Additional Temporary piping costs	(Attach sheets as needed)
CPR 156 - RFI 156	

The undersigned Contractor certifies that the above statements and attached documents are made in full cognizance of the California False Claims Act, Government Code sections 12650-12655. The undersigned further understands and agrees that this potential claim to be further considered, unless resolved, must fully conform to the requirements in Section 6-11 of the Standard Specifications and must be restated as a claim in the Contractor's written statement of claims in conformance with Section 6-11 of the Standard Specifications.

McCarthy Building Companies
 CONTRACTOR

Curtis Moore
 (Authorized Representative)
Curtis Moore



Change Proposal Request

CPR # 157

Date: 11/07/2012

Project Name: Oxnard AWWP

Project No. : 007581.000

Architect's Project No.:

Cost Issue Ref # : 318

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RFI 811 - Sheetmetal Downspouts

SCOPE:

This CI tracks the costs associated with RFI 811. Per RFI 811 due to the severe weathering experienced onsite the galvanized downspouts need to be replaced with an alternate material.

The work associated with RFI 811 is not installed. This scope of work cannot be installed prior to the current Final Completion Date - Milestone #3 of 8/31/12.

After approval from the City the material has a three (3) week procurement time and three (3) weeks for installation. Assuming approval from CCRC on 8/16/12 and release on 8/19/12, Milestone #3 and all references to it will need to be moved to 10/31/12.

There are extended services including General Conditions associated with this CPR that are not included in this pricing. These services are currently being negotiated with the City in a separate package (CPR 155). McCarthy reserves the right to submit and be reimbursed for the additional costs associated with this CPR if CPR 155 is not approved.

REFERENCE:

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
EMS Construction Inc	Revised Downspouts	18,170.00
McCarthy Building Companies, Inc.	Change Order Markup	909.00
	Net Amount of This Proposed Change	19,079.00
	Net Change in Calendar Days Due to This Proposed Change	30
	☐ Schedule Impact to be evaluated at a later date.	

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

___ Accept
___ Do Not Accept

___ Accept
___ Do Not Accept

BY: David R. Rapp

BY: _____

BY: _____

Date: 11/7/12

Date: _____

Date: _____

Printed On: 11/07/2012 12:36:09 PM

Page: 1 of 1

Attachment No. 2
Page 13 of 44



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581
8/6/2012 rev
Date: 9/13/12
Cl# 316

CPR 157

Total Labor Cost:	\$0
Total Material Cost:	\$0
Total Equipment Cost:	\$0
Sub Total	\$0
10% Markup	\$0
5% O&P, Insurance and Bonds	\$0
McCarthy Mechanical Total	\$0

Subcontractor Costs		Quote
EMS Construction	RFI 811	\$18,170

Subcontractor Total	\$18,170
---------------------	----------

	Rate	
McCarthy Subcontractor Fee	5.00%	\$909
Total CPR		\$19,079

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager
FROM: Lou Balderrama, City Engineer 
SUBJECT: **Change Order # 124 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 124 has been prepared to resolve design conflicts of the photovoltaic panel supports. On June 2, 2011, McCarthy submitted a request for change order for the photovoltaic panel support system. McCarthy indicated that during the submittal review process, the design engineer (CH2M Hill) provided a supplemental support detail to be included in the photovoltaic support system. The supplemental support detail is very different as compared to the commercial supports as defined in the specifications. The supplemental support detail is also much more expensive than the specified support system. Subsequently, McCarthy provided the photovoltaic support system per design engineer supplemental detail.

The change order was initially rejected by City staff. McCarthy filed for initial notice of potential claim. Subsequently, City staff met with the City Attorney, Interim Public Works Director, and Development Services Director to discuss the photovoltaic support system claim. The City Attorney and the Directors advised staff to consider negotiating with McCarthy to avoid potential project claims.

Staff negotiated with McCarthy and agreed to compensate McCarthy \$102,762.

The scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install photovoltaic support system per submittal 26 31 00-0001-1.

November 6, 2012

Page 2

McCarthy's Change Order Proposal Request No. 70, dated October 31, 2012, is attached for further clarification.

- McCarthy Original Cost Estimate: \$ 238,000.00
- Final Negotiated Cost: \$ 102,762.00

The total amount of Change Order No. 124 is \$ 102,762.00. This additional work has not been completed and is based on a "Lump Sum" cost that is being settled at approximately 40% of the original cost estimate.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 124

Contractor Name.: **McCarthy Building, Inc**

Project Title: **Advanced Water Purification Facility (AWPF)**

Specification No.: **PW07-21**

Contract No.: **A-7259**

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split Project No.
609-6553-821-8610	\$0.00	0% 066010
609-6553-821-8604	\$77,071.50	75% 066010
276-6553-821-8604	\$25,690.50	25% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 124 has been prepared to address costs associated with the design changes for the Photovoltaic Panel Support. The scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install photovoltaic support system per submittal 26 31 00-0001-1.

Reasons for Changes:

The changes are necessary to meet California seismic code and roofing manufacturer warranty requirements.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. <u>1</u> THRU <u>123</u>)	\$3,617,770.00
3. Sum of contract prior to this change order	\$56,189,770.00
4. Amount of this change order	\$102,762.00
5. Sum of contract including this change order	\$ 56,292,532.00

Contract time will be changed by 0 days
Completion date of this change order is 12/31/12

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager _____ Date _____

Project Manager Thinning

Date 11/13/12

Budget _____ Date _____

Client [Signature]

Date 07 Nov 2012

Construction Manager Thinning Date 11/13/12

City Engineer Leon Baker

Date 11-7-12

Contractor [Signature] Date 11/13/12

Administrative Services [Signature]

Date 11/7/12

Director of Public Works/Purchasing Agent [Signature]

Date 11/8/12

Attachment No. 2

Page 17 of 44



Change Proposal Request

CPR # 070

Date: 10/31/2012

Project Name: Oxnard AWP

Project No. : 007581.000

Architect's Project No.:

Cost Issue Ref # : 196

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

Doty - Photovoltaic Panel Supports

SCOPE:

This cost issue tracks the costs associated with Doty's claim that the design of the PV support system was impacted by CH2M Hill's submittal responses, design restrictions, and additional design details. Doty initially submitted a standard photovoltaic support system, designed and manufactured by Schletter, Inc., that is commonly used throughout the construction industry and meets the water tight/warranty requirements for membrane roofing systems. During the submittal process CH2MHill imposed restrictions and requirements upon Doty that resulted in material revisions to the scope of work for the photovoltaic panel support system. This required the use of substantially more expensive structural steel type "Stand-Off Pipe" support system. Doty has proceeded with this work in good faith. They have installed the revised support system in support of the overall project.

REFERENCE:

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Neal Electric	PV Panel Supports	102,762.00
	Net Amount of This Proposed Change	102,762.00
	Net Change in Calendar Days Due to This Proposed Change	
	☒ Schedule impact to be evaluated at a later date.	

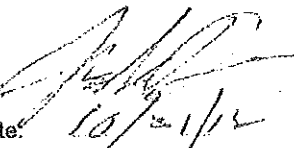
McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

___ Accept
___ Do Not Accept

___ Accept
___ Do Not Accept

BY: 

Date: 10/31/12

BY:

Date:

BY:

Date:

Printed On: 10/31/2012 12:19:51 PM

Page: 1 of 1

Attachment No. 2

Page 18 of 44



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 6/13/2011

CI# 196

CPR 070 Price Summary

Total Labor Cost:

Total Material Cost:

Total Equipment Cost:

Sub Total \$0

10% Markup \$0

5% O&P, Insurance and Bonds \$0

8.75% Tax \$0

McCarthy Total \$0

Subcontractor Costs

Quote

Doty Bros \$102,762

Subcontractor Total \$102,762

	<u>Rate</u>	
McCarthy Fee	5.00%	0

Total CPR \$102,762



Change Proposal Request

CPR # 70

Date: 06/02/2011

Project Name: Oxnard AWP

Project No. : 007581.000

Architect's Project No.:

Cost Issue Ref #: 196

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

Doty - Photovoltaic Panel Supports

SCOPE:

This cost issue tracks the costs associated with Doty's claim that the design of the PV support system was impacted by CH2M Hill's submittal responses, design restrictions, and additional design details.

REFERENCE:

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Doty Bros Equipment Co dba Doty Bros Construction Co	PV Panel Supports	238,140.00
Net Amount of This Proposed Change		238,140.00
Net Change in Calendar Days Due to This Proposed Change		
☒ Schedule impact to be evaluated at a later date.		

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

___ Accept
___ Do Not Accept

___ Accept
___ Do Not Accept

BY: Custhorne

BY: _____

BY: _____

Date: 6/2/11

Date: _____

Date: _____



City of Oxnard Great Program - Advanced Water Purification Facility
5700 S Perkins Rd
Oxnard, CA 93033

MCC Job 7581
Date: 6/2/2011
Cl# 196

CPR 049 Price Summary

Total Labor Cost:	
Total Material Cost:	
Total Equipment Cost:	
Sub Total	\$0
10% Markup	\$0
5% O&P, Insurance and Bonds	\$0
8.75% Tax	\$0
McCarthy Total	\$0

Subcontractor Costs	Quote
Doty Brothers	\$238,140

Subcontractor Total	\$238,140
----------------------------	------------------

	Rate	
McCarthy Fee	0.00%	\$0

Total CPR	\$238,140
------------------	------------------

DOTY BROS.

Construction Company

May 20, 2011

Mr. Curtis Homer
McCarthy, Oxnard AWP
5700 S. Perkins Rd.
Oxnard, CA 93033

Re: City Of Oxnard Great Program Advanced Water Purification Facility

Subject: Photovoltaic Panel Supports

Dear Curtis,

On January 12, 2011, Doty Bros. Construction Company (Doty) previously submitted our Change Order Proposal No. 11 in the total amount of \$238,140 (see attached). The subject request for additional compensation is based upon a changed condition resulting from the submittal review process.

Technical Specifications Section 26 31 00 of the Contract Documents states the following.

- Article 2.01, Paragraph B. "Design shall prevent moisture from penetrating roof system and shall be coordinated with roof structure."
- Article 2.01, Paragraph C. "Comply with roof system manufacturer's warranty design criteria when penetrating roof system."
- Article 3.01, Paragraph G. "Design and construction shall prevent moisture from penetrating the roof system and shall be coordinated with the roof structure."

Per the Contract Documents, Doty was required to provide a Photovoltaic (PV) Panel support system which maintained the water tight/warranty requirements of the roof system. Doty bid this project per those requirements and initiated the submittal process utilizing a standard support system, designed and manufactured by Schletter, Inc., that is used throughout the construction industry and meets this important criteria. During the course of the submittal process, the design consultant, CH2M Hill, imposed restrictions and requirements upon Doty that resulted in material revisions to the scope of work for the PV Panel support system, as follows.

- Reference Submittal No. 26 31 00-0001-1. Therein, Doty submitted the proposed Schletter PV Panel support system as illustrated on Schletter's attached Drawing Number v.1 and Schletter's attached Components overview sheet 11 of 31. The subject system is utilized in the construction industry for the design application as required at Buildings 20 and 30 on the AWP project.
- Reference CH2M Hill's Submittal Review Response for Submittal No. 26 31 00-0001-1 dated October 6, 2010. The Status is identified as "Revise and resubmit". Item 11 states, "Roof standoffs

are required to be longer than submitted in order to not void the roof manufacturer's warranty. Separation between the roof and the top of pipe penetration flashing is 8" minimum." It continues, "See supplemental detail (attached) for standoff detail. Make sure that this longer standoff is taken into account when performing structural anchorage and bracing calculations." Therein, CH2M Hill provided a standard detail 0754-017 from Mainstreet Architects which indicates the use of a "Stand-Off Pipe". Note that the only previous standard detail provided within the Contract Documents for roof penetrations was CH2M Hill standard detail 2605-312 for conduits passing through the roof system. ***On October 6, 2010, CH2M Hill's Submittal Review Response directed material revisions to the scope of work, requiring structural steel type "Stand-Off Pipe(s)" for the PV Panel supports.***

- Reference CH2M Hill's Submittal Review Response for Submittal No. 26 31 00-0001-2 dated December 22, 2010. The Status is identified as "Revise and resubmit". Item 2 states, "PV system is to be anchored to roof beams. Provide detail showing anchor bolt size and spacing for each beam size being attached to." ***On December 22, 2010, CH2M Hill's Submittal Review Response directed that the structural steel type "Stand-Off Pipe(s)" were to be attached to the building structural steel using a bolted connection.***
- Reference Submittal No. 26 31 00-0002. Therein, Doty submitted a modified detail for the PV Panel support system utilizing the structural steel type "Stand-Off Pipe(s)" supports along with a general layout and baseplate bolt pattern as previously required by CH2M Hill's Submittal Review Responses. Reference CH2M Hill's Submittal Review Response dated November 30, 2010. The Status is identified as "Approved as Noted". Upon receipt of the subject Submittal Review Response, Doty proceeded with final procurement to install the modified structural steel type "Stand-Off Pipe(s)".

Doty initially submitted a standard PV Panel support system, designed and manufactured by Schletter, Inc., that is commonly used throughout the construction industry and meets water tight/warranty requirements for membrane roofing systems. During the course of the submittal process, CH2M Hill imposed restrictions and requirements upon Doty that resulted in material revisions to the scope of work for the PV Panel support system, requiring the use of a substantially more expensive structural steel type "Stand-Off Pipe" support system. Doty has proceeded with this work in good faith, we have installed the revised supports in support of the overall project schedule. Doty respectfully requests that we be compensated for the additional costs associated with this revision in the amount of \$238,140.

Contact the undersigned at (562) 345 - 1451 if you have any questions or require additional information.

Sincerely,



Jeff Troop
Major Projects Division Manager

Cc: File



**SUB-CONTRACTOR'S
COST INDICATOR
VERIFICATION
WORK SHEET**

CITY OF OXNARD
105 W. THIRD STREET
OXNARD, CA 93030
(805) 385-7821

FIRM:

PROJECT: Oxnard AWPF
PRO No: PWR07-21

DATE: 1/12/2011
CO No:
By: Doty Bros.

CHANGE ORDER ITEM: Revise PV support system

MATERIAL	UNIT QUANTITY	UNIT PRICE	MATERIAL EXTENSION
Bid Day Cost For Schletter Complete Racking Syst		\$35,465.00	\$35,465
Cost for New Schletter Racking System		\$63,852.60	\$63,853
FASTENER S / STAINLESS / RUBBER 4 K 185	185	\$39.11	\$7,235
16" METAL STAND OFF UNITS	185	\$94.15	\$17,418
FREIGHT FEES	1	\$3,624.00	\$3,624
Tax @ 8.75 %	1		\$6,051
Bond Fee	1		\$1,698
		TOTAL	\$76,912
LABOR (BY SKILL)	UNIT QUANTITY	UNIT PRICE	LABOR EXTENSION
ADDITIONAL LABOR FOR NEW ROOF SYST	280	\$65.75	\$18,438
STAND OFF LABOR / NEOPRENE INST	280	\$65.75	\$18,438
CAD Design	80	\$75.00	\$6,000
ESTIMATING	40	\$75.00	\$3,000
Engineering	60	\$125.00	\$7,500
Installation by Bagg Crane	1	\$70,431.00	\$70,431
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
		TOTAL	\$122,370
EQUIPMENT (RENTAL)	UNIT QUANTITY	UNIT PRICE	EQUIPMENT EXTENSION
FORK LIFT RENTAL	1	\$2,950.00	\$2,950
STORAGE FEE	1	\$3,950.00	\$3,950
			\$0
			\$0
		TOTAL	\$6,900

SUB-TOTAL:	\$206,182
10% MARKUP	\$20,618
5% Profit	\$11,340
TOTAL:	\$238,140

SUBMITTED BY: Ron Schwab

TITLE: Project Manager

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 125 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 125 has been prepared to address costs associated with design changes for replacement of two (2) liquid lime mixers. The two (2) liquid lime mixers provided by the Contractor do not provide adequate lime mixing. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to remove the existing two (2) liquid lime mixers. Contractor shall furnish all labor, equipment, and tools to install two (2) new liquid lime mixers.

The change order was initially rejected by City staff. McCarthy filed for initial notice of potential claim. Subsequently, City staff met with the City Attorney, Interim Public Works Director, and Development Services Director to discuss the matter. The City Attorney and the Directors advised staff to consider negotiating with McCarthy to avoid potential project claims.

Staff negotiated with McCarthy and McCarthy agreed to remove and install two (2) liquid lime mixers at no cost to the City. The City agreed to purchase the two (2) new liquid lime mixers at a cost of \$27,407.

McCarthy's Change Order Proposal Request No. 137, dated October 9, 2012, is attached for further clarification.

- McCarthy Original Cost Estimate: \$ 65,187.00
- Final Negotiated Cost: \$ 27,407.00

The total amount of Change Order No. 125 is \$ 27,407.00. This additional work has not been completed and is based on a "Lump Sum" cost.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 125

Contractor Name.: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7259

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split Project No.
609-6553-821-8610	\$0.00	0% 066010
609-6553-821-8604	\$27,407.00	100% 066010
276-6553-821-8604	\$0.00	0% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 125 has been prepared to address costs associated design changes for replacement of two (2) liquid lime mixers. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to remove existing two (2) liquid lime mixers. Contractor shall furnish all labor, equipment, and tools to install two (2) new liquid lime mixers.

Reasons for Changes:

The design changes noted above are necessary to provide adequate lime mixing.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 124)	\$3,720,532.00
3. Sum of contract prior to this change order	\$56,292,532.00
4. Amount of this change order	\$27,407.00
5. Sum of contract including this change order	\$ 56,319,939.00

Contract time will be changed by 0 days

Completion date of this change order is 05/31/13

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager

Date

Project Manager

Date

Budget

Date

Client

Date

Construction Manager

Date

City Engineer

Date

Contractor

Date

Administrative Services

Date

Director of Public Works/Purchasing Agent

Date

Attachment No. 2

Page 26 of 44



CITY OF OXNARD • DEPARTMENT OF PUBLIC WORKS
INITIAL NOTICE OF POTENTIAL CLAIM
 INPC-100 (REV 9/2008)

FOR CITY USE ONLY	
Received	Date
(For City Engineer)	

TO: Lou Balderrama (City Engineer)	CONTRACT NUMBER: PW07-21 Contract Date:	DATE: 09/14/12	IDENTIFICATION NUMBER:
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This is an Initial Notice of Potential Claim for additional compensation submitted as required under the provisions of Section 6-11, "Notice of Potential Claims," of the Standard Specifications. The cause giving rise to the potential claim occurred on: various dates

The particular nature and circumstances of this potential claim are described as follows: miscellaneous unresolved change orders

- | | |
|--|------------------------------|
| CPR 129 - RFI's 630.1, 766, 772 | CPR 157 - Rusting Downspouts |
| CPR 142 - Addition paving work along Perkins | CPR 158 - Replacement Trees |
| CPR 137 - RFI 769 Liquid Lime Mixers | CPR 151 - RFI 785.1 |
| CPR 125 - Gear Pump issues | CPR 143 - DC-21 |
| CPR 147 - RFI 763, 763.1, 804 | CPR 139 - Eyewash Stations |
| CPR 148 - RFI 821, 809, 799, 773, 743 | Additional services/Extended |
| CPR 81 - Tank Seismic Design Changes | General Conditions associate |
| CPR 88 - Pipe Rack Design Changes | with change order work and |
| CPR 92 - Chemical Pump Pad Changes | project impacts |
| CPR 120 - RO Sample Tubing | |
| CPR 133 - Additional Temporary piping costs | |
| CPR 156 - RFI 156 | |

(Attach sheets as needed)

The undersigned Contractor certifies that the above statements and attached documents are made in full cognizance of the California False Claims Act, Government Code sections 12650-12655. The undersigned further understands and agrees that this potential claim to be further considered, unless resolved, must fully conform to the requirements in Section 6-11 of the Standard Specifications and must be restated as a claim in the Contractor's written statement of claims in conformance with Section 6-11 of the Standard Specifications.

McCroskey Building Company
 CONTRACTOR

[Signature]
 (Authorized Representative)
[Signature]

Project Name: Oxnard AWPF

Project No. : 007581.000

Architect's Project No.:

Cost Issue Ref # : 287

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RFI 769 - Liquid Lime Mixer

SCOPE:

This cost issue tracks the costs associated with the change in design for specification 43 22 56.01 per RFI 769.

Specification section 43 22 56.01-2.03.B requires that the mixer shafts be provided in a diameter of 3.5" at a length of 216". The specification does not provide a design that would give the City of Oxnard proper mixing of the chemical being stored. Philadelphia Mixer re-submitted shop drawings with the new design criteria, which was approved. This changed the mixers diameter and length.

The material for this change is 15 weeks from the approval of this change order. This change order is not within the constraints of Milestone #3.

The added scope of work includes:

-Provide (2) new mixer shafts that are 4" in diameter and 246" long.

REFERENCE:**Pricing Details**

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Philadelphia Mixing Solutions	Mixers	22,130.00
McCarthy Building Companies, Inc.	Sales Tax - Equip	1,599.00
McCarthy Building Companies, Inc.	Change Order Markup	3,678.00
Net Amount of This Proposed Change		27,407.00

Net Change in Calendar Days Due to This Proposed Change

☒ Schedule impact to be evaluated at a later date.

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

Accept
Do Not Accept

Accept
Do Not Accept

BY:



Date:

10/8/12

BY:

Date:

BY:

Date:



®

City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581Date: 10/8/2012CI# 287**CPR 137**

Total Labor Cost:	\$0
Total Material Cost:	\$23,729
Total General Cost:	\$0
Sub Total	\$23,729
10% Markup	\$2,373
5% O&P, Insurance and Bonds	\$1,305
McCarthy Mechanical Total	\$27,407

Subcontractor Costs	Quote
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Subcontractor Total	\$0
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	<u>Rate</u>	
McCarthy Subcontractor Fee	5.00%	\$0

Total CPR	\$27,407
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MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager
FROM: Lou Balderrama, City Engineer 
SUBJECT: **Change Order # 126 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 126 has been prepared to resolve design conflicts of the RO sample tubes. McCarthy indicated that the RO sample tubes are the responsibilities of the RO supplier. The City awarded the RO contract prior to bidding AWPF Project.

The change order was initially rejected by City staff. McCarthy filed for initial notice of potential claim. Subsequently, City staff met with the City Attorney, Interim Public Works Director, and Development Services Director to discuss the matter. The City Attorney and the Directors advised staff to consider negotiating with McCarthy to avoid potential project claims.

McCarthy and the City agreed to cost sharing.

The scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to provide RO sample tubes.

McCarthy's Change Order Proposal Request No. 120, dated October 25, 2012, is attached for further clarification. This work was completed and negotiated based on a lump sum price.

- McCarthy Original Cost Estimate: \$ 11,192.00
- Final Negotiated Cost: \$ 5,499.00

The total amount of Change Order No. 126 is \$ 5,499.00 that is being settled at approximately 51% of the original cost estimate.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 126

Contractor Name: **McCarthy Building, Inc**

Project Title: **Advanced Water Purification Facility (AWPF)**

Specification No.: **PW07-21**

Contract No.: **A-7259**

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split Project No.
609-6553-821-8610	\$0.00	0% 066010
609-6553-821-8604	\$4,124.25	75% 066010
276-6553-821-8604	\$1,374.75	25% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 126 has been prepared to address costs associated with design changes required for the RO Sample Tubing. The scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to provide RO sample tubes.

Reasons for Changes:

The changes noted above are necessary to resolve RO sample tubing conflicts.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. <u>1</u> THRU <u>125</u>)	\$3,747,939.00
3. Sum of contract prior to this change order	\$56,319,939.00
4. Amount of this change order	\$5,499.00
5. Sum of contract including this change order	\$ 56,325,438.00

Contract time will be changed by 0 days

Completion date of this change order is 12/31/12

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager

Date

Project Manager

Date

Budget

Date

Client

Date

Construction Manager

Date

City Engineer

Date

Contractor

Date

Administrative Services

Date

Director of Public Works/Purchasing Agent

Date

Attachment No. 2

Page 31 of 44



CITY OF OXNARD • DEPARTMENT OF PUBLIC WORKS
INITIAL NOTICE OF POTENTIAL CLAIM
 INPC-100 (REV 9/2008)

FOR CITY USE ONLY	
Received	Date
(For City Engineer)	

TO: Lou Balderrama (City Engineer)	CONTRACT NUMBER: PWO 7-21 Contract Date:	DATE: 09/14/12	IDENTIFICATION NUMBER:
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This is an Initial Notice of Potential Claim for additional compensation submitted as required under the provisions of Section 6-11, "Notice of Potential Claims," of the Standard Specifications. The cause giving rise to the potential claim occurred on: various dates

The particular nature and circumstances of this potential claim are described as follows: miscellaneous unresolved change orders

CPR 129 - RFI's 630.1, 766, 772	CPR 157 - Rusting Downspouts
CPR 142 - Addition paving work along Perkins	CPR 158 - Replacement Trees
CPR 137 - RFI 769 Liquid Lime Mixers	CPR 151 - RFI 785.1
CPR 125 - Gear Pump issues	CPR 143 - DC-21
CPR 147 - RFI 763, 763.1, 804	CPR 139 - Eyewash Stations
CPR 148 - RFI 821, 809, 799, 773, 743	Additional services/Extended
CPR 81 - Tank Seismic Design Changes	General Conditions associate
CPR 88 - Pipe Rack Design Changes	with change order work and
CPR 92 - Chemical Pump Pad Changes	project impacts
CPR 120 - RO Sample Tubing	
CPR 133 - Additional Temporary piping costs	(Attach sheets as needed)
CPR 156 - RFI 156	

The undersigned Contractor certifies that the above statements and attached documents are made in full cognizance of the California False Claims Act, Government Code sections 12650-12655. The undersigned further understands and agrees that this potential claim to be further considered, unless resolved, must fully conform to the requirements in Section 6-11 of the Standard Specifications and must be restated as a claim in the Contractor's written statement of claims in conformance with Section 6-11 of the Standard Specifications.

McCarty Building Company
 CONTRACTOR

[Signature]
 (Authorized Representative)
[Signature]



Change Proposal Request

CPR # 120 Revision # 2

Date: 10/25/2012

Project Name: Oxnard AWWP

Project No. : 007581.000

Architect's Project No.:

Cost Issue Ref #: 224

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RO Sample Tubing

SCOPE:

10/25/12 - Corrected material price and revised cost to negotiated value.

10/8/2012 - McCarthy reduced value to 50% of previously submitted sum. Please refer to previously submitted backup documentation.

This cost issue tracks the costs associated with the stainless steel pipe material required for the sample lines that connect the RO conductivity analyzers. The RO System vendor, H2O Innovations, supplied the stainless steel sample piping shown on drawing 08-I-04c. However, H2O Innovation's Pre-purchased agreement section A.3 SERVICES states: "All civil works, building and slabs, electrical power supply, pretreatment equipment, cartridge filters, pumps, CIP system, MCC and VFDS; interconnecting piping between the proposed trains and various system components, piping runs to and from the trains; additional storage tanks and booster pumps; and installation of the proposed equipment is by others." The piping is not included in McCarthy's scope because the pipe highlighted in the attachment for clarification drawing 08-I-4C, is shown to be included in the vendor package. The costs represent the material cost to be reimbursed to H2O Innovations.

REFERENCE:

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Membrane Systems Inc	SST Piping	5,237.00
McCarthy Building Companies, Inc.	Change Order Markup	262.00
Net Amount of This Proposed Change		5,499.00

Net Change in Calendar Days Due to This Proposed Change

☐ Schedule impact to be evaluated at a later date.

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

___ Accept

___ Do Not Accept

___ Accept

___ Do Not Accept

BY: Paul R. Heyl

BY: _____

BY: _____

Date: 10/25/12

Date: _____

Date: _____

Printed On: 10/25/2012 03:54:06 PM

Page: 1 of 1

Attachment No. 2

Page 33 of 44



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date:

CI# 224

CPR 120

Total Labor Cost:	\$	-
Total Material Cost:	\$	-
Total Equipment Cost:	\$	-
Sub Total	\$	-
10% Markup	\$	-
5% O&P, Insurance and Bonds	\$	-
McCarthy Mechanical Total	\$	-

Subcontractor Costs		Quote
H2O Innovations	\$	10,475.00
Subcontractor Total	\$	10,475.00

	Rate	
McCarthy Subcontractor Fee	5.00%	\$ 523.75
Total CPR		\$ 10,998.75
50/50 Negotiated CPR		\$ 5,499.38

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager
FROM: Lou Balderrama, City Engineer 
SUBJECT: **Change Order # 127 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 127 has been prepared to resolve design conflicts of the chemical feed pump concrete pads. McCarthy indicated that chemical feed pump concrete pads were shown much smaller than the chemical feed pump sizes. As a result, McCarthy increased the chemical feed pump concrete pad sizes to accommodate chemical feed pumps.

The change order was initially rejected by City staff. McCarthy filed for initial notice of potential claim. Subsequently, City staff met with the City Attorney, Interim Public Works Director, and Development Services Director to discuss the matter. The City Attorney and the Directors advised staff to consider negotiating with McCarthy to avoid potential project claims.

McCarthy and the City agreed to cost sharing.

The scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to increase chemical feed pump concrete pads.

McCarthy's Change Order Proposal Request No. 92, dated October 25, 2012, is attached for further clarification. This work was completed and negotiated based on a lump sum price.

- McCarthy Original Cost Estimate: \$ 22,190.00
- Final Negotiated Cost: \$ 12,274.00

The total amount of Change Order No. 127 is \$ 12,274.00 that is being settled at approximately 45% of the original cost estimate.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 127

Contractor Name.: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7259

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split Project No.
609-6553-821-8610	\$0.00	0% 066010
609-6553-821-8604	\$9,205.50	75% 066010
276-6553-821-8604	\$3,068.50	25% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 127 has been prepared to address costs associated with design conflicts of the chemical feed pump concrete pads. The scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to increase chemical feed pump concrete pads.

Reasons for Changes:

The changes noted above are necessary to resolve chemical feed pump concrete pad sizes conflicts.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 126)	\$3,753,438.00
3. Sum of contract prior to this change order	\$56,325,438.00
4. Amount of this change order	\$12,274.00
5. Sum of contract including this change order	\$ 56,337,712.00

Contract time will be changed by 0 days
Completion date of this change order is 12/31/12

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager	Date	Thim Ng	Date
		11/13/12	
Budget	Date	Client	Date
Thim Ng	11/13/12	07 Nov 2012	
Construction Manager	Date	City Engineer	Date
		11-7-12	
Contractor	Date	Administrative Services	Date
		11/7/12	
		Director of Public Works/Purchasing Agent	Date
		11/18/12	



CITY OF OXNARD • DEPARTMENT OF PUBLIC WORKS
INITIAL NOTICE OF POTENTIAL CLAIM
 INPC-100 (REV 9/2008)

FOR CITY USE ONLY	
Received	Date
(For City Engineer)	

TO: Lou Balderrama (City Engineer)	CONTRACT NUMBER: PW07-21 Contract Date:	DATE: 09/14/12	IDENTIFICATION NUMBER:
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This is an Initial Notice of Potential Claim for additional compensation submitted as required under the provisions of Section 6-11, "Notice of Potential Claims," of the Standard Specifications. The cause giving rise to the potential claim occurred on: various dates

The particular nature and circumstances of this potential claim are described as follows: miscellaneous unresolved change orders

CPR 129 - RFI's 630.1, 766, 772	CPR 157 - Rusting Downspouts
CPR 142 - Addition paving work along Perkins	CPR 158 - Replacement Trees
CPR 137 - RFI 769 Liquid Lime Mixers	CPR 151 - RFI 785.1
CPR 125 - Gear Pump issues	CPR 143 - DC-21
CPR 147 - RFI 763, 763.1, 804	CPR 139 - Eyewash Stations
CPR 148 - RFI 821, 809, 799, 773, 743	Additional services/Extended
CPR 81 - Tank Seismic Design Changes	General Conditions associate
CPR 88 - Pipe Rack Design Changes	with change order work and
CPR 92 - Chemical Pump Pad Changes	project impacts
CPR 120 - RO Sample Tubing	
CPR 133 - Additional Temporary piping costs	(Attach sheets as needed)
CPR 156 - RFI 156	

The undersigned Contractor certifies that the above statements and attached documents are made in full cognizance of the California False Claims Act, Government Code sections 12650-12655. The undersigned further understands and agrees that this potential claim to be further considered, unless resolved, must fully conform to the requirements in Section 6-11 of the Standard Specifications and must be restated as a claim in the Contractor's written statement of claims in conformance with Section 6-11 of the Standard Specifications.

McCroskey Building Companies
 CONTRACTOR

[Signature]
 (Authorized Representative)
[Signature]

Project Name: Oxnard AWPf

Architect's Project No.:

Project No. : 007581.000

Cost Issue Ref #: 179

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RFI 376/376.1 - Chem Bldg Pump Pad Changes

SCOPE:

This cost issue tracks the cost associated with RFIs 376 and 376.1.

The response to RFI 376 resized the pump pads in the Chemical Storage Facility to accommodate the pump/motor mounts. The pumps provided were an "or equal" with pump/motor mounts that are different from the named pumps in the specifications. The pump pads were originally sized to the named pump bases. The named pumps did not have motor bases and therefore the pump motor would have over hanged the pump pad if built per the drawings. The larger pump pad provides the following benefits to the owner:

-Pad protects the pump/motor from accidental contact

-Pad supports pumps provided by the Contractor, which "or equal" is acceptable per the specifications.

The increased size requires more concrete and reinforcing steel as well as new SST ledgers to work with the revised sizes. The added cost is for the labor and materials to perform this work. (Added concrete material and labor cost was not charged to the Owner.)

REFERENCE:

RFI 376, RFI 376.1

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Bragg Crane & Rigging	Modified Grating per RFI 376/ 376.1	9,051.00
Gerdau Reinforcing Steel	Modified Reinforcing pre RFI 376 & 376.1	3,223.00
McCarthy Building Companies, Inc.	Fee	0.00
Net Amount of This Proposed Change		12,274.00
Net Change in Calendar Days Due to This Proposed Change		
☒ Schedule impact to be evaluated at a later date.		

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

Accept
Do Not AcceptAccept
Do Not Accept

BY:



BY:

BY:

Date: 10/25/12

Date:

Date:



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 10/23/2012

CI# 179

CPR 92

Total Labor Cost:	\$0
Total Material Cost:	\$0
Total Equipment Cost:	\$0
Sub Total	\$0
10% Markup	\$0
5% O&P, Insurance and Bonds	\$0
McCarthy Mechanical Total	\$0

Subcontractor Costs	Quote
Bragg Crane & Rigging RFI 376	\$9,051
McGuire Contracting RFI 376	\$0
Pacific Coast Steel RFI 376	\$3,223
Subcontractor Total	\$12,274

	<u>Rate</u>	
McCarthy Subcontractor Fee	5.00%	\$0

Total CPR **\$12,274**

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 128 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 128 has been prepared to resolve design conflicts of microfiltration filtrate pipe support. The pipe support bracket was re-fabricated to fit the field conditions. The change order was initially rejected by City staff. McCarthy filed for initial notice of potential claim. Subsequently, City staff met with the City Attorney, Interim Public Works Director, and Development Services Director to discuss the matter. The City Attorney and the Directors advised staff to consider negotiating with McCarthy to avoid potential project claims.

McCarthy and the City agreed to cost sharing.

The scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to fabricate MFF piping support per RFIs 286 and 286.1.

McCarthy's Change Order Proposal Request No. 88, dated October 25, 2012, is attached for further clarification. This work was completed and negotiated based on a lump sum price.

- McCarthy Original Cost Estimate: \$ 20,180.00
- Final Negotiated Cost: \$ 10,089.00

The total amount of Change Order No. 128 is \$ 10,089.00 that is being settled at approximately 50% of the original cost estimate.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 128

Contractor Name.: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7259

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split Project No.
609-6553-821-8610	\$0.00	0% 066010
609-6553-821-8604	\$7,566.75	75% 066010
276-6553-821-8604	\$2,522.25	25% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 128 has been prepared to address design conflicts of microfiltration filtrate pipe support. The pipe support bracket was re-fabricated to fit the field conditions. The scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to fabricate MFF piping support per RFIs 286 and 286.1.

Reasons for Changes:

The changes noted above are necessary to resolve design conflicts of microfiltration filtrate pipe support.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 127)	\$3,765,712.00
3. Sum of contract prior to this change order	\$56,337,712.00
4. Amount of this change order	\$10,089.00
5. Sum of contract including this change order	\$ 56,347,801.00

Contract time will be changed by 0 days

Completion date of this change order is 12/31/12

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager

Date

Project Manager

Date

Budget

Date

Client

Date

Construction Manager

Date

City Engineer

Date

Contractor

Date

Administrative Services

Date

Director of Public Works/Purchasing Agent

Date

Attachment No. 2

Page 41 of 44



CITY OF OXNARD • DEPARTMENT OF PUBLIC WORKS
INITIAL NOTICE OF POTENTIAL CLAIM
 INPC-100 (REV 9/2008)

FOR CITY USE ONLY	
Received	Date
(For City Engineer)	

TO: Lou Balderrama (City Engineer)	CONTRACT NUMBER: PW07-21 Contract Date:	DATE: 09/14/12	IDENTIFICATION NUMBER:
---------------------------------------	---	-------------------	------------------------

This is an Initial Notice of Potential Claim for additional compensation submitted as required under the provisions of Section 8-11, "Notice of Potential Claims," of the Standard Specifications. The cause giving rise to the potential claim occurred on: various dates

The particular nature and circumstances of this potential claim are described as follows: miscellaneous unresolved change orders

CPR 129 - RFI's 630.1, 766, 772	CPR 157 - Rusting Downspouts
CPR 142 - Addition paving work along Perkins	CPR 158 - Replacement Trees
CPR 137 - RFI 769 Liquid Lime Mixers	CPR 151 - RFI 785.1
CPR 125 - Gear Pump issues	CPR 143 - DC-21
CPR 147 - RFI 763, 763.1, 804	CPR 139 - Eyewash Stations
CPR 148 - RFI 821, 809, 799, 773, 743	Additional services/Extended
CPR 81 - Tank Seismic Design Changes	General Conditions associate
CPR 88 - Pipe Rack Design Changes	with change order work and
CPR 92 - Chemical Pump Pad Changes	project impacts
CPR 120 - RO Sample Tubing	
CPR 133 - Additional Temporary piping costs	(Attach sheets as needed)
CPR 156 - RFI 156	

The undersigned Contractor certifies that the above statements and attached documents are made in full cognizance of the California False Claims Act, Government Code sections 12650-12655. The undersigned further understands and agrees that this potential claim to be further considered, unless resolved, must fully conform to the requirements in Section 8-11 of the Standard Specifications and must be restated as a claim in the Contractor's written statement of claims in conformance with Section 6-11 of the Standard Specifications.

McCarty Building Company
 CONTRACTOR

(Signature)
 (Authorized Representative)
(Signature)

**Change Proposal Request**

CPR # 088 Revision # 1

Date: 10/25/2012

Project Name: Oxnard AWPFF

Project No. : 007681.000

Architect's Project No.:

Cost Issue Ref #: 190

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RFI 286/ 286.1 - Pipe Rack Design Change

SCOPE:

10/8/2012 - McCarthy reduced value to 50% of previously submitted sum. Please refer to previously submitted backup documentation.

This cost issue tracks the cost associated with RFI 286 and 286.1.

1-RFI 286 was a redesign of the structural steel pipe rack in Building 20 due to design conflicts between the steel and the 8" MFF piping. The size of the beams changed from a W8 to W6 to allow the pipe to not interfere with the rack. The pipe rack had already been build per the original design and had to be taken apart and rebuilt. This cost is for refabrication only.

2-RFI 286.1 increased the thickness of the grout under the base plates as the revised direction that was received in RFI 286 still left a conflict of steel and 8" MFF piping. There is added cost for extra grout.

REFERENCE:

RFI 286, RFI 286.1

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Bragg Crane & Rigging	Refabrication of Bldg 20 Pipe Rack per RFI 286	9,609.00
McCarthy Building Companies, Inc.	Fee	480.00
	Net Amount of This Proposed Change	10,089.00
	Net Change In Calendar Days Due to This Proposed Change	

☐ Schedule impact to be evaluated at a later date.

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

____ Accept
____ Do Not Accept

____ Accept
____ Do Not Accept

BY: 

BY: _____

BY: _____

Date: 10/25/12

Date: _____

Date: _____

Printed On: 10/25/2012 04:49:57 PM

Page: 1 of 1

Attachment No. 2

Page 43 of 44



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 10/25/2012

CI# 190

CPR 88

Total Labor Cost:	\$0
Total Material Cost:	\$0
Total Equipment Cost:	\$0
Sub Total	\$0
10% Markup	\$0
5% O&P, Insurance and Bonds	\$0
McCarthy Mechanical Total	\$0

Subcontractor Costs	Quote
Bragg	\$19,218

Subcontractor Total \$19,218

	Rate	
McCarthy Subcontractor Fee	5.00%	\$961

Total CPR \$20,179

50/50 Split 10,089

ATTACHMENT NUMBER 3

McCarthy Building Companies, Inc.
Contract No. A-7259
Change Order
Nos. 129 through 142

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 129 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 129 has been prepared to address costs associated with design changes for the installation of a cross-brace on the east side of the Administration Building per RFI 764. The additional scope of work includes:

- Addition of a cross brace on the East side of the Administration Building to address potential fall hazards. The additional scope of work includes: fabrication, installation, and coating of the cross-brace.

McCarthy's Change Order Proposal Request No. 138, dated September 11, 2012, is attached for further clarification.

•	McCarthy Original Cost Estimate:	\$ 23,390.00
•	AECOM Independent Cost Estimate:	\$ 10,486.33
•	Final Negotiated Cost:	\$ 10,844.00

The total amount of Change Order No. 129 is \$ 10,844.00. This Change Order No. 129 also includes a time extension for Milestone No. 4 revised to May 31, 2013. This additional work has not been completed and is based on a "Lump Sum" cost.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 129

Contractor Name.: **McCarthy Building, Inc**

Project Title: **Advanced Water Purification Facility (AWPF)**

Specification No.: **PW07-21**

Contract No.: **A-7259**

P.O. No.:

Fed. Prom. No.:

Account No.

Amount

Split Project No.

609-6553-821-8610

\$10,844.00

100% 066010

609-6553-821-8604

\$0.00

0% 066010

276-6553-821-8604

\$0.00

0% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 129 has been prepared to address costs associated with design changes for the installation of a cross-brace on the east side of the Administration Building per RFI 764. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install a cross brace on the East side of the Administration Building to address potential fall hazards.

This Change Order No. 129 also includes a time extension for Milestone #4 to May 31, 2013.

Reasons for Changes:

The design changes noted above are necessary to address potential fall hazards.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. <u>1</u> THRU <u>128</u>)	\$3,775,801.00
3. Sum of contract prior to this change order	\$56,347,801.00
4. Amount of this change order	\$10,844.00
5. Sum of contract including this change order	\$ 56,358,645.00

Contract time will be changed by 151 days

Completion date of this change order is 05/31/13

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager

Date

Project Manager

Date

Budget

Date

Client

Date

Construction Manager

Date

City Engineer

Date

Contractor

Date

Administrative Services

Date

Director of Public Works/Purchasing Agent

Date

Attachment No. 3

Page 3 of 61

Project Name: Oxnard AWP

Project No. : 007581.000

Architect's Project No.:

Cost Issue Ref # : 288

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RFI 764 Steel Changes

SCOPE:

This cost issue tracks the cost associated with RFI 764.

RFI 764 adds a cross brace at the East side of the Administration building to address a potential fall hazard. Pricing includes installation of the brace and painting.

This change will require 8 weeks for submittal, approval, procurement and installation from the date of approval.

As part of this change Milestone #3 and all references to Milestone #3 will be changed to November 14, 2012. This date assumes approval by CCRC on September 18, 2012.

This work is not installed, but is required for occupancy. This scope of work cannot be installed prior to the current Final Completion Date of 9/31/12.

There are extended services including General Conditions associated with this CPR that are not included in this pricing. These services are currently being negotiated with the City in a separate package (CPR 155). McCarthy reserves the right to submit and be reimbursed for the additional costs associated with this CPR if CPR 155 is not approved.

REFERENCE:

RFI 764

Pricing Details

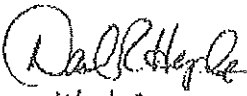
<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Bragg Crane & Rigging	RFI 764	9,704.00
Vertex Coatings Inc	RFI 764	624.00
McCarthy Building Companies, Inc.	Change Order Markup	516.00
	Net Amount of This Proposed Change	10,844.00
	Net Change in Calendar Days Due to This Proposed Change	40

| | Schedule Impact to be evaluated at a later date.

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

Accept
Do Not AcceptAccept
Do Not AcceptBY: 

BY: _____

BY: _____

Date: 11/7/12

Date: _____

Date: _____

Printed On: 11/07/2012 09:22:48 AM

Page: 1 of 1



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 9/11/2012

Cl# 288

CPR 138

Total Labor Cost:	\$0
Total Material Cost:	\$0
Total General Cost:	\$0
Sub Total	\$0
10% Markup	\$0
5% O&P, Insurance and Bonds	\$0
McCarthy Mechanical Total	\$0

Subcontractor Costs	Quote
Bragg	\$9,704
Vertox	\$624

Subcontractor Total	\$10,328
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	Rate	
McCarthy Subcontractor Fee	5.00%	\$516

Total CPR	\$10,844
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AECOM
1220 Avenida Acaso
Camarillo, CA 93012

(805)388-3775 tel
(805)388-3577 fax

September 13, 2012

Mr. Thien Ng
CITY OF OXNARD
305 West Third Street
Oxnard, CA 93030

**Subject: City of Oxnard / GREAT Program (Phase 1)
Advanced Water Purification Facility (AWPF) Project
Change Order No. 109 – CCRC Review**

Dear Thien:

Attached is Change Order No. 109 for the Advanced Water Purification Facility (AWPF), which is being transmitted to the City for review and processing through CCRC. Change Order No. 109 provides costs associated with the installation of a cross- brace on the east side of the Administration Building per RFI 764.

In addition Change Order No. 109 provides for a time extension from the period of September 20, 2012 through November 14, 2012 for a total of 40 calendar days.

AECOM recommends that the City process the attached Change Order No. 109 for a total lump sum of \$10,844.00

Please do not hesitate to call if you have any questions.

Sincerely,

Robert E. Stein, PE
AWPF Resident Engineer

Attachment: Change Order No. 109

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 130 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 130 has been prepared to address costs associated with design changes per RFIs 763, 763.1, and 804. The additional scope of work includes:

- Installation of three (3) additional bollards along the west side of the Chemical Facility to protect chemical piping per RFI 763.
- Installation of two (2) additional galvanized boxes over exposed chemical piping at the chemical trench per RFI 763.1.
- Installation of a stainless steel roof drain collector box to allow drainage underneath the stainless steel handrails per RFI 804.

McCarthy's Change Order Proposal Request No. 147, dated October 25, 2012, is attached for further clarification.

•	McCarthy Original Cost Estimate:	\$ 24,249.00
•	AECOM Independent Cost Estimate:	\$ 4,461.12
•	Final Negotiated Cost:	\$ 5,170.00

The total amount of Change Order No. 130 is \$5,170.00. This additional work has not been completed and is based on a "Lump Sum" cost.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 130

Contractor Name.: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7259

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split Project No.
609-6553-821-8610	\$1,206.25	24% 066010
609-6553-821-8604	\$3,963.75	76% 066010
276-6553-821-8604	\$0.00	0% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 130 has been prepared to address costs associated with design changes per RFIs 763, 763.1, and 804. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install three (3) additional bollards along the west side of the Chemical Facility to protect chemical piping per RFI 763.

- Contractor shall furnish all labor, equipment, and tools to install two (2) additional galvanized boxes over exposed chemical piping at the chemical trench per RFI 763.1.

- Contractor shall furnish all labor, equipment, and tools to install a stainless steel roof drain collector box to allow drainage underneath the stainless steel handrails per RFI 804.

Reasons for Changes:

The design changes noted above are necessary to protect existing chemical piping and proper roof drainage.

1. Amount of original contract		\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 129)		\$3,786,645.00
3. Sum of contract prior to this change order		\$56,358,645.00
4. Amount of this change order		\$5,170.00
5. Sum of contract including this change order		\$ 56,363,815.00

Contract time will be changed by 0 days

Completion date of this change order is 05/31/13

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager	Date	Project Manager	Date
	11-18-12		11/13/12
Budget	Date	Client	Date
	11/13/12		07 Nov 2012
Construction Manager	Date	City Engineer	Date
	11/13/12		11-9-12
Contractor	Date	Administrative Services	Date
	11/13/12		11/7/12
		Director of Public Works/Purchasing Agent	Date
			11/8/12

Project Name: Oxnard AWWP

Project No. : 007581.000

Architect's Project No.:

Cost Issue Ref #: 307

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RFI's 763, 763.1, 804 Sheetmetal Changes

SCOPE:

This cost issue tracks the costs associated with the changes made per RFI's 763, 763.1, 804:

- 1) RFI 763 adds three steel bollards along the West side of the Chemical Facility to protect chemical piping.
- 2) RFI 763.1 adds two galvanized boxes over exposed piping at the chemical trench.
- 3) RFI 804 add a stainless steel roof drain collector box to allow water to drain underneath the stainless steel handrail.

The work associated with RFI 763.1 and 804 is not installed. This scope of work cannot be installed prior to the current Final Completion Date - Milestone #3 of 9/31/12. After approval from the City the material has a four (4) week procurement time and one (1) week for installation. Assuming approval from CCRC on 8/18/12 and release on 8/19/12, Milestone #3 and all references to it will need to be moved to 10/24/12.

There are extended services including General Conditions associated with this CPR that are not included in this pricing. These services are currently being negotiated with the City in a separate package (CPR 155). McCarthy reserves the right to submit and be reimbursed for the additional costs associated with this CPR if CPR 155 is not approved.

REFERENCE:

RFI's 763, 763.1, 804

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
EMS Construction Inc	RFI 763.1	2,578.00
EMS Construction Inc	RFI 804	897.00
McCarthy Building Companies, Inc.	RFI 763	757.00
McCarthy Building Companies, Inc.	Change Order Markup	378.00
McCarthy Building Companies, Inc.	Material	560.00
Net Amount of This Proposed Change		5,170.00
Net Change in Calendar Days Due to This Proposed Change		25

| | Schedule impact to be evaluated at a later date.

Project Name: Oxnard AWWP

Project No. : 007581.000

Architect's Project No.:

Cost Issue Ref #: 307

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

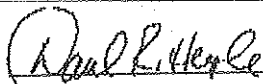
☐ Accept

☐ Do Not Accept

☐ Accept

☐ Do Not Accept

BY:



BY:

BY:

Date:

11/7/12

Date:

Date:



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd
Oxnard, CA 93033

MCC Job 7581
Date: 10/25/12 Rev
CI# 307

CPR 147

Total Labor Cost:	\$757
Total Material Cost:	\$560
Total Equipment Cost:	\$0
Sub Total	\$1,317
10% Markup	\$132
5% O&P, Insurance and Bonds	\$72
McCarthy Mechanical Total	\$1,521

Subcontractor Costs		Quote
EMS Construction	RFI 763.1	\$2,578
EMS Construction	RFI 804	\$897

Subcontractor Total **\$3,475**

	<u>Rate</u>	
McCarthy Subcontractor Fee	5.00%	\$174
Total CPR		\$5,170

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 131 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 131 has been prepared to address costs associated with design changes to comply with ADA requirements and Building and Safety codes. The additional scope of work includes:

- Change the hardware for doors 27 & 44 to address ADA requirements per RFI 821.
- Change the hardware for door 5 to address ADA requirements per RFI 799.
- Relocate toilet roll dispensers to address ADA requirements per RFI 809.
- Change toilet cover seats that were not compatible with toilets per RFI 773.
- Install a light and outlet inside dumbwaiter shaft to address elevator code requirements per RFI 743.

McCarthy's Change Order Proposal Request No. 148, dated September 13, 2012, is attached for further clarification.

•	McCarthy Original Cost Estimate:	\$ 10,252.00
•	AECOM Independent Cost Estimate:	\$ 8,342.10
•	Final Negotiated Cost:	\$ 8,989.00

The total amount of Change Order No. 131 is \$8,989.00. This additional work has not been completed and is based on a "Lump Sum" cost.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 131

Contractor Name.: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7259

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split	Project No.
609-6553-821-8610	\$3,125.88	35%	066010
609-6553-821-8604	\$5,863.12	65%	066010
276-6553-821-8604		0%	066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 131 has been prepared to address costs associated with design changes to comply with ADA requirements and Building and Safety codes. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install hardware for doors 27 & 44 to address ADA requirements per RFI 821.
- Contractor shall furnish all labor, equipment, and tools to install hardware for door 5 to address ADA requirements per RFI 799.
- Contractor shall furnish all labor, equipment, and tools to relocate toilet roll dispensers to address ADA requirements per RFI 809.
- Contractor shall furnish all labor, equipment, and tools to install toilet cover seats that were not compatible with toilets per RFI 773.
- Contractor shall furnish all labor, equipment, and tools to install a light and outlet inside dumbwaiter shaft to address elevator code requirements per RFI 743.

Reasons for Changes:

The design changes noted above are necessary to meet ADA and elevator code requirements

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 130)	\$3,791,815.00
3. Sum of contract prior to this change order	\$56,363,815.00
4. Amount of this change order	\$8,989.00
5. Sum of contract including this change order	\$ 56,372,804.00

Contract time will be changed by 0 days
Completion date of this change order is 05/31/13

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager	Date	Thia Ng	Date
Budget	Date	07 Nov 2012	
Construction Manager	Date	11-7-12	
Contractor	Date	11/7/12	
Project Manager	Date	11/13/12	
Client	Date	11-7-12	
City Engineer	Date	11/7/12	
Administrative Services	Date	11/8/12	
Director of Public Works/Purchasing Agent	Date		

Project Name: Oxnard AWP

Project No. : 007581.000

Architect's Project No.:

Cost Issue Ref #: 308

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RFI's 821, 799, 773, 743 ADA, Code & Plumbing Issues

SCOPE:

This cost issue tracks the costs associated with RFI's 821, 799, 773, 743:

- 1) RFI 821 changes the hardware for doors 27 & 44 to address ADA concerns.
- 2) RFI 799 changes the hardware for door 5 to address a code issue.
- 3) RFI 809 changes the location of the toilet roll dispenser to address an ADA/Code issue.
- 4) RFI 773 changes the specified toilet seat covers that were not compatible with the specified toilets.
- 5) RFI 743 adds a light and outlet inside the dumbwaiter shaft to address elevator code requirements.

The work associated with RFI 821 and 799 is not installed, but is required for occupancy. This scope of work cannot be installed prior to the current Final Completion Date - Milestone #3 of 9/31/12. After approval from the City the hardware has a four (4) week procurement time and one (1) week for installation, bondo, and paint. Assuming approval from CCRC on 8/18/12 and release on 8/19/12, Milestone #3 and all references to it will need to be moved to 10/24/12.

There are extended services including General Conditions associated with this CPR that are not included in this pricing. These services are currently being negotiated with the City in a separate package (CPR 155). McCarthy reserves the right to submit and be reimbursed for the additional costs associated with this CPR if CPR 155 is not approved.

REFERENCE:

RFI's 821, 799, 773 and 743

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Global Specialties Direct	RFI 809	499.00
HL Moe Co Inc	RFI 773	637.00
J Colavin & Son Inc	RFI 809	861.00
Neal Electric	RFI 743	2,172.00
Star Hardware Inc	RFIs 821 & 799	4,392.00
McCarthy Building Companies, Inc.	Change Order Markup	428.00
	Net Amount of This Proposed Change	8,989.00
	Net Change In Calendar Days Due to This Proposed Change	25

☐ Schedule impact to be evaluated at a later date.

Project Name: Oxnard AWP/

Project No. : 007581.000

Architect's Project No.:

Cost Issue Ref # : 308

McCarthy Building Companies, Inc.

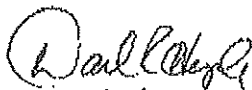
CH2M Hill

City of Oxnard

Accept
Do Not Accept

___ Accept
___ Do Not Accept

BY:



Date:

11/7/12

BY:

Date:

BY:

Date:



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

8/7/2012 rev

Date: 9/12/2012

CI# 308

CPR 148

Total Labor Cost:	\$0
Total Material Cost:	\$0
Total Equipment Cost:	\$0
Sub Total	\$0
10% Markup	\$0
5% O&P, Insurance and Bonds	\$0
McCarthy Mechanical Total	\$0

Subcontractor Costs		Quote
Star Hardware	RFI's 799 & 821	\$4,392
Global Specialties	RFI 809	\$499
Colavin Tile	RFI 809	\$861
Moe Plumbing	RFI 773	\$637
Neal Electric	RFI 743	\$2,172

Subcontractor Total **\$8,561**

	<u>Rate</u>	
McCarthy Subcontractor Fee	5.00%	\$428
Total CPR		\$8,989

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 132 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 132 has been prepared to address costs associated with design changes for the installation of closure plates on handrails, window gaps, and stair gaps per RFIs 818 and 830. The changes above are necessary to meet ADA requirements. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install closure plates on handrails, window gaps, and stair gaps per RFIs 818 and 830.

McCarthy's Change Order Proposal Request No. 146, dated September 26, 2012, is attached for further clarification.

•	McCarthy Original Cost Estimate:	\$ 78,958.00
•	AECOM / City Cost Estimate:	\$ 71,294.53
•	Final Negotiated Cost:	\$ 78,958.00

The total amount of Change Order No. 132 is \$ 78,958.00. This additional work has not been completed and is based on a "Lump Sum" cost.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 132

Contractor Name.: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7259

P.O. No.:

Fed. Prom. No.:

Account No.

Amount

Split Project No.

609-6553-821-8610

\$0.00

0% 066010

609-6553-821-8604

\$78,958.00

100% 066010

276-6553-821-8604

\$0.00

0% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 132 has been prepared to address costs associated with design changes for installation of closure plates on handrails, window gaps, and stair gaps per RFIs 818 and 830. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install closure plates on handrails, window gaps, and stair gaps per RFIs 818 and 830.
- This Change Order does not include costs for item #4 on RFI 830 or RFI 830.1.

Reasons for Changes:

The design changes noted above are necessary to provide meet Americans with Disability ACT (ADA) requirements.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 131)	\$3,800,804.00
3. Sum of contract prior to this change order	\$56,372,804.00
4. Amount of this change order	\$78,958.00
5. Sum of contract including this change order	\$ 56,451,762.00

Contract time will be changed by 0 days

Completion date of this change order is 05/31/13

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager

Date

Project Manager

Date

Budget

Date

Client

Date

Construction Manager

Date

City Engineer

Date

Contractor

Date

Administrative Services

Date

Director of Public Works/Purchasing Agent

Date

Attachment No. 3

Page 18 of 61



Change Proposal Request

CPR # 146

Date: 10/30/2012

Project Name: Oxnard AWPF

Project No. : 007581.000

Architect's Project No.:

Cost Issue Ref # : 306

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RFI's 818, 830 (Partial) 4" & 6" Code Issue Gaps

SCOPE:

This issue tracks costs associated with RFI 818 and parts of RFI 830. RFI 830 had 4 major components. 3 of the 4 are priced here while the 4th was resubmitted as an RFI because clear design direction was not provided on the RFI answer.

Priced items are:

RFI 818 - Plates @ Handrail Ends

RFI 830 Item 1 - Angle at Window Gap

RFI 830 Item 2 - SS Cable at Stair Gaps

RFI 830 Item 3 - Infills at Handrail Corner Gaps

REFERENCE:

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Bragg Crane & Rigging	RFI's 818, 830 (partial)	50,608.00
McCarthy Building Companies, Inc.	Additional Services	22,354.00
McCarthy Building Companies, Inc.	Change Order Markup	5,996.00
	Net Amount of This Proposed Change	78,958.00
	Net Change in Calendar Days Due to This Proposed Change	67

☐ Schedule impact to be evaluated at a later date.

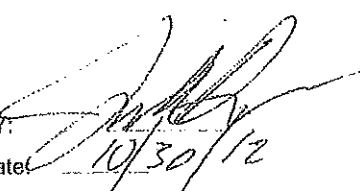
McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

___ Accept
___ Do Not Accept

___ Accept
___ Do Not Accept

BY: 

BY: _____

BY: _____

Date: 10/30/12

Date: _____

Date: _____

Printed On: 10/30/2012 05:54:58 PM

Page: 1 of 1

Attachment No. 3

Page 19 of 61



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 9/26/2012

CI# 306

CPR 146

Total Labor Cost:	\$0
Total Material Cost:	\$0
Total Equipment Cost:	\$0
Total General Cost:	\$22,355
Sub Total	\$22,354
10% Markup	\$2,235
5% O&P, Insurance and Bonds	\$1,229
McCarthy Total	\$25,819

Subcontractor Costs	Quote
Bragg (RFI 818) Plates at Handrail	\$8,238
Bragg (RFI 830 Item 1) Angle at Window Gap	\$5,465
Bragg (RFI 830 Item 2) SS Cable at Stair Gaps	\$10,225
Bragg (RFI 830 Item 3) Infills at Handrail Corner Gaps	\$26,680

Subcontractor Total **\$50,608**

	<u>Rate</u>	
McCarthy Subcontractor Fee	5.00%	\$2,531
Total CPR		\$78,958

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 133 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 133 has been prepared to address costs associated with design changes per RFI 813. The additional scope of work includes:

- Relocate sample pump located in the Microfiltration Mixer Vault per RFI 813.

McCarthy's Change Order Proposal Request No. 152, dated October 30, 2012, is attached for further clarification.

•	McCarthy Original Cost Estimate:	\$ 4,170.00
•	AECOM / City Cost Estimate:	\$ 5,701.60
•	Final Negotiated Cost:	\$ 4,170.00

The total amount of Change Order No. 133 is \$ 4,170.00. This additional work has not been completed and is based on a "Lump Sum" cost.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 133

Contractor Name.: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7259

P.O. No.:

Fed. Prom. No.:

Account No.

Amount

Split Project No.

609-6553-821-8610

\$0.00

0% 066010

609-6553-821-8604

\$4,170.00

100% 066010

276-6553-821-8604

\$0.00

0% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 133 has been prepared to address costs associated with design changes per RFI 813. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to relocate sample pump located in the Microfiltration Mixer Vault per RFI 813.

Reasons for Changes:

The design changes noted above are necessary to prevent pump failure.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 132)	\$3,879,762.00
3. Sum of contract prior to this change order	\$56,451,762.00
4. Amount of this change order	\$4,170.00
5. Sum of contract including this change order	\$ 56,455,932.00

Contract time will be changed by 0 days

Completion date of this change order is 05/31/13

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager

Date

Project Manager

Date

Budget

Date

Client

Date

Construction Manager

Date

City Engineer

Date

Contractor

Date

Administrative Services

Date

Director of Public Works/Purchasing Agent

Date



Change Proposal Request

CPR # 152

Date: 11/07/2012

Project Name: Oxnard AWPF

Project No. : 007581.000

Architect's Project No.:

Cost Issue Ref # : 310

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RFIs 813

SCOPE:

This issue tracks costs associated with RFIs 813.

RFI 813 priced item:

Supply and install of mounting bracket for sample pump in FWPS.

There are extended services including General Conditions associated with this CPR that are not included in this pricing. These services are in a separate package (CPR 152.1). McCarthy reserves the right to submit and be reimbursed for the additional costs associated with this CPR if CPR 152.1 is not approved.

REFERENCE:

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Bragg Crane & Rigging	FWPS Sample Pump Bracket	3,971.00
McCarthy Building Companies, Inc.	Change Order Markup	199.00
	Net Amount of This Proposed Change	4,170.00
	Net Change in Calendar Days Due to This Proposed Change	63
	☐ Schedule Impact to be evaluated at a later date.	

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

Accept
Do Not Accept

Accept
Do Not Accept

BY:

BY:

BY:

Date:

11/7/12

Date:

Date:



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 9/26/2012

CI# 310

CPR 152

Total Labor Cost:	\$0
Total Material Cost:	\$0
Total Equipment Cost:	\$0
Total General Cost:	\$0
Sub Total	\$0
10% Markup	\$0
5% O&P, Insurance and Bonds	\$0
McCarthy Mechanical Total	\$0

Subcontractor Costs	Quote
Bragg Pump Bracket	\$3,971

Subcontractor Total	\$3,971
---------------------	---------

	Rate	
McCarthy Subcontractor Fee	5.00%	\$199
Total CPR		\$4,170

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer *L Balderrama*

SUBJECT: **Change Order # 134 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 134 has been prepared to address costs associated with changes per RFI 748.1. The changes are necessary because the liquid lime specified in the contract has been discontinued. The new industry standard for the liquid lime product does not require dilution prior to injection. The City requested the design engineer to modify the liquid lime feed system to maximize the use of both tanks. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, tools required to install the liquid lime feed modifications per RFI 748.1.

McCarthy's Change Order Proposal Request No. 163, dated October 25, 2012, is attached for further clarification.

•	McCarthy Original Cost Estimate:	\$ 36,079.00
•	AECOM / City Cost Estimate:	\$ 51,121.28
•	Final Negotiated Cost:	\$ 36,079.00

The total amount of Change Order No. 134 is \$ 36,079.00. This additional work has not been completed and is based on a "Lump Sum" cost.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 134

Contractor Name: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7259

P.O. No.:

Fed. Prom. No.:

Account No.

Amount

Split Project No.

609-6553-821-8610

\$0.00

0% 066010

609-6553-821-8604

\$36,079.00

100% 066010

276-6553-821-8604

\$0.00

0% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 134 has been prepared to address costs associated with design changes per RFI 748.1. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, tools required to install the liquid lime feed modifications per RFI 748.1.

Reasons for Changes:

The design changes are necessary because the liquid lime specified in the contract has been discontinued. The new industry standard for the liquid lime product does not require dilution prior to injection. The City requested the design engineer to modify the liquid lime feed system to maximize the use of both tanks.

1. Amount of original contract		\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 133)		\$3,883,932.00
3. Sum of contract prior to this change order		\$56,455,932.00
4. Amount of this change order		\$36,079.00
5. Sum of contract including this change order		\$ 56,492,011.00

Contract time will be changed by 0 days

Completion date of this change order is 05/31/13

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager

Date

Project Manager

Date

Budget

Date

Client

Date

Construction Manager

Date

City Engineer

Date

Contractor

Date

Administrative Services

Date

Director of Public Works/Purchasing Agent

Date

Attachment No. 3

Page 26 of 61



Change Proposal Request

CPR # 163 Revision # 1

Date: 10/25/2012

Project Name: Oxnard AWPf

Architect's Project No.:

Project No. : 007581.000

Cost Issue Ref # : 321

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RFI 748.1 Liquid Lime Transfer Piping Changes

SCOPE:

This issue tracks costs associated with RFI 748.1 Liquid Lime Transfer Piping Changes.

Priced Item:

Modify and provide additional piping and valves as shown. Field routing of pipe will be necessary to avoid existing pipe and support conflicts.

REFERENCE:

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
McCarthy Building Companies, Inc.	Changes to Liquid Lime Transfer Piping Labor	5,207.00
McCarthy Building Companies, Inc.	Changes to Liquid Lime Transfer Piping Material & Equip.	11,791.00
McCarthy Building Companies, Inc.	Additional Services	14,239.00
McCarthy Building Companies, Inc.	Change Order Markup	4,842.00
Net Amount of This Proposed Change		36,079.00
Net Change in Calendar Days Due to This Proposed Change		89

☐ Schedule impact to be evaluated at a later date.

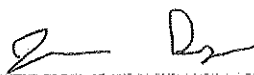
McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

..... Accept
..... Do Not Accept

..... Accept
..... Do Not Accept

BY: 

BY: _____

BY: _____

Date: 10/25/12

Date: _____

Date: _____



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 10/25/2012

CI# 321

CPR 163

Total Labor Cost:	\$5,207
Total Material Cost:	\$10,037
Total Equipment Cost:	\$1,754
Total General Cost:	\$14,239
Sub Total	\$31,236
10% Markup	\$3,124
5% O&P, Insurance and Bonds	\$1,718
McCarthy Mechanical Total	\$36,078

Subcontractor Costs	Quote
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Subcontractor Total	\$0
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	<u>Rate</u>	
McCarthy Subcontractor Fee	5.00%	\$0

Total CPR	\$36,079
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MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 135 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 135 has been prepared to address costs associated with design changes for the addition of guard posts along the Finished Water Pump Station to protect the recycled water piping and the irrigation controller. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install guard posts along the Finished Water Pump Station.

McCarthy's Change Order Proposal Request No. 150, dated October 25, 2012, is attached for further clarification.

• McCarthy Original Cost Estimate:	\$ 21,420.00
• AECOM / City Cost Estimate:	\$ 19,004.58
• Final Negotiated Cost:	\$ 21,420.00

The total amount of Change Order No. 135 is \$ 21,420.00. This additional work has not been completed and is based on a "Lump Sum" cost.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 135

Contractor Name.: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7259

P.O. No.:

Fed. Prom. No.:

Account No.

Amount

Split Project No.

609-6553-821-8610

\$0.00

0% 066010

609-6553-821-8604

\$21,420.00

100% 066010

276-6553-821-8604

\$0.00

0% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 135 has been prepared to address costs associated design changes for the addition of guard posts along Finished Water Pump Station to protect the recycled water piping and the irrigation controller. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install guard posts along the Finished Water Pump Station.

Reasons for Changes:

The changes noted above are necessary to meet American Disability ACT (ADA) requirements.

1. Amount of original contract		\$52,572,000.00
2. Sum of prior change orders (NO. <u>1</u> THRU <u>134</u>)		\$3,920,011.00
3. Sum of contract prior to this change order		\$56,492,011.00
4. Amount of this change order		\$21,420.00
5. Sum of contract including this change order		\$ 56,513,431.00

Contract time will be changed by 0 days

Completion date of this change order is 05/31/13

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager	Date	Thim Ng	Date
Budget	Date	Client	Date
Construction Manager	Date	City Engineer	Date
Contractor	Date	Administrative Services	Date
		Director of Public Works/Purchasing Agent	Date

Attachment No. 3

Page 30 of 61



Change Proposal Request

CPR # 150 Revision # 1

Date: 10/25/2012

Project Name: Oxnard AWPf

Architect's Project No.:

Project No. : 007581.000

Cost Issue Ref # : 304

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

Added Guardposts at FWPS

SCOPE:

This cost issue tracks the costs associated with the addition of (9) guardrail posts per RFP recieved July 19, 2012.

REFERENCE:

RFP 7/19/2012

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Wolverine Fence Company Inc	Install Guardposts	9,938.00
McCarthy Building Companies, Inc.	Change Order Markup	1,972.00
McCarthy Building Companies, Inc.	Additional Services	9,072.00
McCarthy Building Companies, Inc.	Restore Gravel Pave @ Guard Posts	438.00
Net Amount of This Proposed Change		21,420.00
Net Change in Calendar Days Due to This Proposed Change		63

☐ Schedule impact to be evaluated at a later date.

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

____ Accept
____ Do Not Accept

____ Accept
____ Do Not Accept

BY: _____

Date: _____

10/25/12

BY: _____

Date: _____

BY: _____

Date: _____



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 10/25/2012

CI# 304

CPR 150

Total Labor Cost:	\$438
Total Material Cost:	\$0
Total Equipment Cost:	\$0
Total General Cost:	\$9,072
Sub Total	\$9,509
10% Markup	\$951
5% O&P, Insurance and Bonds	\$623
McCarthy Mechanical Total	\$10,983

Subcontractor Costs	Quote
Wolverine Fence	\$9,938

Subcontractor Total \$9,938

	Rate	
McCarthy Subcontractor Fee	5.00%	\$498
Total CPR		\$21,420

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager
FROM: Lou Balderrama, City Engineer 
SUBJECT: **Change Order # 136 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 136 has been prepared to address costs associated with design changes per RFI 806. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install truncated domes located around the wetlands and walkway areas per RFI 806.

McCarthy's Change Order Proposal Request No. 153, dated October 25, 2012, is attached for further clarification.

•	McCarthy Original Cost Estimate:	\$ 22,443.00
•	AECOM / City Cost Estimate:	\$ 25,786.16
•	Final Negotiated Cost:	\$ 22,443.00

The total amount of Change Order No. 136 is \$ 22,443.00. This additional work has not been completed and is based on a "Lump Sum" cost.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 136

Contractor Name.: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7289

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split	Project No.
609-6553-821-8610	\$0.00	0%	066010
609-6553-821-8604	\$22,443.00	100%	066010
276-6553-821-8604	\$0.00	0%	066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 136 has been prepared to address costs associated with design changes per RFI 806. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install truncated domes located around the wetlands and walkway areas per RFI 806.

Reasons for Changes:

The changes noted above are necessary to meet American Disability ACT (ADA) requirements.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. <u>1</u> THRU <u>136</u>)	\$3,941,431.00
3. Sum of contract prior to this change order	\$56,513,431.00
4. Amount of this change order	\$22,443.00
5. Sum of contract including this change order	\$ 56,535,874.00

Contract time will be changed by 0 days
Completion date of this change order is 05/31/13

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager _____ Date _____

Jac 11-16-12
Budget _____ Date _____

Thim Ng 11/14/12
Construction Manager _____ Date _____

Westrauer 11/15/12
Contractor _____ Date _____

Project Manager _____ Date _____

Alma 07 Nov 2012
Client _____ Date _____

Loe T Bolo 11-7-12
City Engineer _____ Date _____

Mark Dunne 11/7/12
Administrative Services _____ Date _____

W. [Signature] 11/18/12
Director of Public Works/Purchasing Agent _____ Date _____



Change Proposal Request

CPR # 153 Revision # 1

Date: 10/25/2012

Project Name: Oxnard AWPf

Architect's Project No.:

Project No. : 007581.000

Cost Issue Ref #: 311

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RFI 806 Truncated Dome Changes

SCOPE:

This cost issue tracks the costs associated with the changes made per RFI 806 to modify truncated domes per the revised answer dated 7/18/12.

REFERENCE:

RFI 806

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Toro Enterprises Inc	Remove & Replace Truncated Domes	8,668.00
McCarthy Building Companies, Inc.	Additional Services	11,551.00
McCarthy Building Companies, Inc.	Change Order Markup	2,224.00
	Net Amount of This Proposed Change	22,443.00
	Net Change in Calendar Days Due to This Proposed Change	53

☐ Schedule impact to be evaluated at a later date.

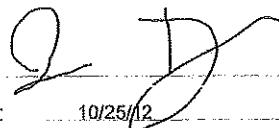
McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

____ Accept
____ Do Not Accept

____ Accept
____ Do Not Accept

BY: 

BY: _____

BY: _____

Date: _____

10/25/12

Date: _____

Date: _____



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 10/25/2012

CI# 311

CPR 153

Total Labor Cost:	\$0
Total Material Cost:	\$0
Total Equipment Cost:	\$0
Total General Cost:	\$11,551
Sub Total	\$11,550
10% Markup	\$1,155
5% O&P, Insurance and Bonds	\$635
McCarthy Mechanical Total	\$13,341

Subcontractor Costs	Quote
Toro	\$8,668

Subcontractor Total	\$8,668
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	<u>Rate</u>	
McCarthy Subcontractor Fee	5.00%	\$434
Total CPR		\$22,443

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 137 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 137 has been prepared to address costs associated with design changes per RFI 807. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install 316 stainless steel posts and 316 stainless steel cables around wetlands VF channels per RFI 807.
- Contractor shall furnish all labor, equipment, and tools to modify wetlands VF channel curbs and infill VF channel per RFI 807.
- Contractor shall furnish all labor, equipment, and tools to install 8-inch PVC drain pipe across VF channel per RFI 807.
- Contractor shall furnish all labor, equipment, and tools to weld a stainless steel plate on top of existing stainless steel grating per RFI 807.

McCarthy's Change Order Proposal Request No. 165, dated October 25, 2012, is attached for further clarification.

•	McCarthy Original Cost Estimate:	\$ 44,560.00
•	AECOM / City Cost Estimate:	\$ 46,607.29
•	Final Negotiated Cost:	\$ 44,560.00

The total amount of Change Order No. 137 is \$ 44,560.00. This additional work has not been completed and is based on a "Lump Sum" cost.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 137

Contractor Name: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7269

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split Project No.
609-6553-821-8610	\$0.00	0% 066010
609-6553-821-8604	\$44,560.00	100% 066010
276-6553-821-8604	\$0.00	0% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 137 has been prepared to address costs associated with design changes per RFI 807. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install 316 stainless steel posts and 316 stainless steel cables around wetlands VF channels per RFI 807.
- Contractor shall furnish all labor, equipment, and tools to modify wetlands VF channel curbs and infill VF channel per RFI 807
- Contractor shall furnish all labor, equipment, and tools to install 8-inch PVC drain pipe across VF channel per RFI 807.
- Contractor shall furnish all labor, equipment, and tools to weld a stainless steel plate on top of existing stainless steel grating per RFI 807.

Reasons for Changes:

The changes noted above are necessary to meet American Disability ACT (ADA) requirements.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. <u>1</u> THRU <u>136</u>)	\$3,963,874.00
3. Sum of contract prior to this change order	\$56,535,874.00
4. Amount of this change order	\$44,560.00
5. Sum of contract including this change order	\$ 56,580,434.00

Contract time will be changed by 0 days

Completion date of this change order is 05/31/13

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager _____ Date _____

Budget _____ Date 11-16-12

Construction Manager _____ Date 11/13/12

Contractor _____ Date 11/13/12

Project Manager _____ Date 11/13/12

Client _____ Date 07 Nov 2012

City Engineer _____ Date 11-7-12

Administrative Services _____ Date 11/7/12

Director of Public Works/Purchasing Agent _____ Date 11/18/12



Change Proposal Request

CPR # 165 Revision # 1

Date: 10/25/2012

Project Name: Oxnard AWPf

Architect's Project No.:

Project No. : 007581.000

Cost Issue Ref # : 324

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

VF Channnel Curbs, Posts, & Grating

SCOPE:

This issue covers the costs associated with RFI 807 to modify the design of the VF walkway with the additional of curbs, posts, and grating.

Pricing is based upon approval and NTP by the dates on the attached CPM schedule impact report.

REFERENCE:

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Toro Enterprises Inc	6" Curbs & Channel Infill	11,097.00
Wolverine Fence Company Inc	SS Bollards	8,399.00
McCarthy Building Companies, Inc.	FRP Replacement Grating Material	1,674.00
McCarthy Building Companies, Inc.	FRP Replacement Grating Labor	892.00
McCarthy Building Companies, Inc.	Change Order Markup	4,208.00
McCarthy Building Companies, Inc.	Additional Services	18,290.00
Net Amount of This Proposed Change		44,560.00
Net Change in Calendar Days Due to This Proposed Change		93

☐ Schedule impact to be evaluated at a later date.

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

☐ Accept
☐ Do Not Accept

☐ Accept
☐ Do Not Accept

BY:

BY:

BY:

Date:

10/25/12

Date:

Date:



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 10/12/2012

CI# 324

CPR 165

Total Labor Cost:	\$892
Total Material Cost:	\$1,674
Total Equipment Cost:	\$0
Total General Cost:	\$18,290
Sub Total	\$20,856
10% Markup	\$2,086
5% O&P, Insurance and Bonds	\$1,147
McCarthy Total	\$24,089

Subcontractor Costs	Quote
Wolverine	\$8,399
Toro	\$11,097

Subcontractor Total **\$19,496**

	<u>Rate</u>	
McCarthy Subcontractor Fee	5.00%	\$976
Total CPR		\$44,560

MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager
FROM: Lou Balderrama, City Engineer 
SUBJECT: **Change Order # 138 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 138 has been prepared to address costs associated with design changes per RFI 824. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install chain and posts to protect the ductwork in the UV Building hallway per RFI 824.

McCarthy's Change Order Proposal Request No. 152.2, dated October 30, 2012, is attached for further clarification.

•	McCarthy Original Cost Estimate:	\$ 16,183.00
•	AECOM / City Cost Estimate:	\$ 14,349.00
•	Final Negotiated Cost:	\$ 16,183.00

The total amount of Change Order No. 138 is \$ 16,183.00. This additional work has not been completed and is based on a "Lump Sum" cost.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 138

Contractor Name: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7259

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split	Project No.
609-6553-821-8610	\$0.00	0%	066010
609-6553-821-8604	\$16,183.00	100%	066010
276-6553-821-8604	\$0.00	0%	066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 138 has been prepared to address costs associated with design changes per RFI 824. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install chain and posts to protect ductwork in UV Building hallway per RFI 824.

Reasons for Changes:

The design changes noted above are necessary to meet American Disability Act (ADA) requirements.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 137)	\$4,008,434.00
3. Sum of contract prior to this change order	\$56,580,434.00
4. Amount of this change order	\$16,183.00
5. Sum of contract including this change order	\$ 56,596,617.00

Contract time will be changed by 0 days
Completion date of this change order is 05/31/13

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager	Date	Thien Ng	Date
Budget	Date	Client	Date
Construction Manager	Date	City Engineer	Date
Contractor	Date	Administrative Services	Date
		Director of Public Works/Purchasing Agent	Date



Change Proposal Request

CPR # 152.2

Date: 10/30/2012

Project Name: Oxnard AWPf

Project No. : 007581.000

Architect's Project No.:

Cost Issue Ref #: 329

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RFI 824 Duct Protection

SCOPE:

This issue tracks costs associated with RFIs 824.

RFI 824 priced item:

Supply and install posts and chain to protect duct work in building 40 hallway.

REFERENCE:

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Bragg Crane & Rigging		8,328.00
McCarthy Building Companies, Inc.	Additional Services	6,440.00
McCarthy Building Companies, Inc.	Change Order Markup	1,415.00
	Net Amount of This Proposed Change	16,183.00
	Net Change in Calendar Days Due to This Proposed Change	
	☒ Schedule impact to be evaluated at a later date.	

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

___ Accept
___ Do Not Accept

___ Accept
___ Do Not Accept

BY:

Date:

10/30/12

BY:

Date:

BY:

Date:

Printed On: 10/30/2012 12:44:07 PM

Page: 1 of 1

Attachment No. 3

Page 43 of 61



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 9/26/2012

Cl# 329

CPR 152.2

Total Labor Cost:	\$0
Total Material Cost:	\$0
Total Equipment Cost:	\$0
Total General Cost:	\$6,440
Sub Total	\$6,440
10% Markup	\$644
5% O&P, Insurance and Bonds	\$354
McCarthy Mechanical Total	\$7,438

Subcontractor Costs	Quote
Bragg Posts	\$8,328

Subcontractor Total	\$8,328
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	<u>Rate</u>	
McCarthy Subcontractor Fee	5.00%	\$417

Total CPR	\$16,183
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MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 139 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 139 has been prepared to address costs associated with design changes per RFI 808. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install two (2) fire hydrants breakaway spool piping per RFI 808.
- Contractor shall furnish all labor, equipment, and tools to install five (5) fire extinguisher cabinets per RFI 808.
- Contractor shall furnish all labor, equipment, and tools to install one (1) new fire extinguisher per RFI 808.

McCarthy's Change Order Proposal Request No. 152.1, dated October 30, 2012, is attached for further clarification.

• McCarthy Original Cost Estimate:	\$ 17,162.00
• AECOM / City Cost Estimate:	\$ 19,771.42
• Final Negotiated Cost:	\$ 17,162.00

The total amount of Change Order No. 139 is \$ 17,162.00. This additional work has not been completed and is based on a "Lump Sum" cost.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 139

Contractor Name: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7259

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split	Project No.
609-6553-821-8610	\$0.00	0%	066010
609-6553-821-8604	\$17,162.00	100%	066010
276-6553-821-8604	\$0.00	0%	066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 139 has been prepared to address costs associated with design changes per RFI 808. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install two (2) fire hydrants breakaway spool piping per RFI 808.
- Contractor shall furnish all labor, equipment, and tools to install five (5) fire extinguisher cabinets per RFI 808.
- Contractor shall furnish all labor, equipment, and tools to install one (1) new fire extinguisher per RFI 808.

Reasons for Changes:

The changes noted above are necessary to meet City of Oxnard Fire Department requirements.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 138)	\$4,024,617.00
3. Sum of contract prior to this change order	\$56,596,617.00
4. Amount of this change order	\$17,162.00
5. Sum of contract including this change order	\$ 56,613,779.00

Contract time will be changed by 0 days

Completion date of this change order is 05/31/13

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager	Date	Project Manager	Date
	11-16-12		11/13/12
Budget	Date	Client	Date
	11/13/12		07 Nov 2012
Construction Manager	Date	City Engineer	Date
	11/13/12		11-7-12
Contractor	Date	Administrative Services	Date
	11/13/12		11/7/12
		Director of Public Works/Purchasing Agent	Date
			11/18/12



Change Proposal Request

CPR # 152.1

Date: 10/30/2012

Project Name: Oxnard AWPF

Project No. : 007581.000

Architect's Project No.:

Cost Issue Ref #: 328

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RFI 808 Added Fire Hydrants

SCOPE:

This issue tracks costs associated with RFIs 808.

RFI 808 priced items are:

Supply and Install of (5) fire extinguisher cabinets and (1) new fire extinguisher per Fire Department Field Walk and RFI 808 Answer

Replace 6-inch spool breakaway piping at (2) fire hydrants to comply with fire inspector requirements.

REFERENCE:

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Bragg Crane & Rigging	Stand	1,810.00
McCarthy Building Companies, Inc.	Labor	2,056.00
McCarthy Building Companies, Inc.	Material	4,308.00
McCarthy Building Companies, Inc.	Additional Services	6,440.00
McCarthy Building Companies, Inc.	Change Order Markup	2,139.00
McCarthy Building Companies, Inc.	Equipment	409.00
Net Amount of This Proposed Change		17,162.00

Net Change in Calendar Days Due to This Proposed Change

☒ Schedule impact to be evaluated at a later date.

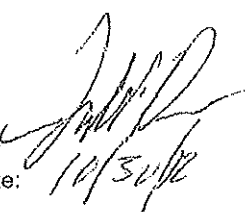
McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

Accept
Do Not Accept

Accept
Do Not Accept

BY: 
Date: 10/30/12

BY:
Date:

BY:
Date:

Printed On: 10/30/2012 11:58:48 AM

Page: 1 of 1

Attachment No. 3
Page 47 of 61



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 9/26/2012

CI# 310

CPR 152.1

Total Labor Cost:	\$2,056
Total Material Cost:	\$4,308
Total Equipment Cost:	\$409
Total General Cost:	\$6,440
Sub Total	\$13,212
10% Markup	\$1,321
5% O&P, Insurance and Bonds	\$727
McCarthy Mechanical Total	\$15,260

Subcontractor Costs	Quote
Bragg Stand	\$1,810

Subcontractor Total	\$1,810
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	<u>Rate</u>	
McCarthy Subcontractor Fee	5.00%	\$91

Total CPR	\$17,162
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MEMO



November 6, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 140 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 140 has been prepared to address costs associated with design changes for the installation of breakers and wiring for the wetlands cooling fans. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install breakers and wiring for the wetlands cooling fans per RFI 800.

McCarthy's Change Order Proposal Request No. 166, dated October 25, 2012, is attached for further clarification.

•	McCarthy Original Cost Estimate:	\$ 24,488.00
•	AECOM / City Cost Estimate:	\$ 21,927.10
•	Final Negotiated Cost:	\$ 24,488.00

The total amount of Change Order No. 140 is \$ 24,488.00. This additional work has not been completed and is based on a "Lump Sum" cost.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 140

Contractor Name.: McCarthy Building, Inc

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7259

P.O. No.:

Fed. Prom. No.:

Account No.	Amount	Split	Project No.
609-6553-821-8610	\$0.00	0%	066010
609-6553-821-8604	\$24,488.00	100%	066010
276-6553-821-8604	\$0.00	0%	066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 140 has been prepared to address costs associated with design changes for the installation of breakers and wiring for the wetlands cooling fans. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install breakers and wiring for the wetlands cooling fans per RFI 800.

Reasons for Changes:

The design changes noted above are necessary to provide cooling to the wetlands blowers which were not shown on plans.

1. Amount of original contract	\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 139)	\$4,041,779.00
3. Sum of contract prior to this change order	\$56,613,779.00
4. Amount of this change order	\$24,488.00
5. Sum of contract including this change order	\$ 56,638,267.00

Contract time will be changed by 0 days

Completion date of this change order is 05/31/13

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager	Date	Project Manager	Date
	11-16-12		11/13/12
Budget	Date	Client	Date
			07 NOV 2012
Construction Manager	Date	City Engineer	Date
	11/13/12		11-7-12
Contractor	Date	Administrative Services	Date
	11/13/12		11/7/12
		Director of Public Works/Purchasing Agent	Date
			11/18/12



Change Proposal Request

CPR # 166

Date: 10/25/2012

Project Name: Oxnard AWPf

Architect's Project No.:

Project No. : 007581.000

Cost Issue Ref # : 325

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

Wetlands Blower Fans

SCOPE:

This issue tracks the costs associated with RFI 800 response to add breakers and wiring for the fans on the wetlands blowers.

As detailed in Neal's price proposal, the existing conduit indicated for use in the RFI answer is insufficient. The proposal addresses this issue by coring the exterior wall of the 40 building and adding new conduit to reach cable tray 40-TR-03PC. The pathway for the new conduit from the control station to the CMU wall will be surface run.

Acceptance of this proposal will require acceptance of the proposed changes to the RFI answer.

REFERENCE:

Pricing Details

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
Neal Electric	Wetlands Blower Fan Wiring	10,197.00
McCarthy Building Companies, Inc.	Additional Services	11,931.00
McCarthy Building Companies, Inc.	Change Order Markup	2,360.00
Net Amount of This Proposed Change		24,488.00
Net Change in Calendar Days Due to This Proposed Change		65

☐ Schedule impact to be evaluated at a later date.

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

☐ Accept

☐ Do Not Accept

☐ Accept

☐ Do Not Accept

BY:

BY:

BY:

Date:

10/25/12

Date:

Date:



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 10/8/2012

CI# 324

CPR 166

Total Labor Cost:	\$0
Total Material Cost:	\$0
Total Equipment Cost:	\$0
Total General Cost:	\$11,931
Sub Total	\$11,931
10% Markup	\$1,193
5% O&P, Insurance and Bonds	\$656
McCarthy Total	\$13,780

Subcontractor Costs	Quote
Neal Electric	\$10,197

Subcontractor Total	\$10,197
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	<u>Rate</u>	
McCarthy Subcontractor Fee	5.00%	\$511
Total CPR		\$24,488

MEMO



November 13, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 141 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 141 has been prepared to address costs associated with design changes to install fiber optic from the Headworks to the Backboard. The additional scope of work includes:

- Contractor shall furnish all labor, equipment, and tools to install fiber optics from the Headworks to the Backboard per RFI 826.

McCarthy's Change Order Proposal Request No. 141, dated November 13, 2012, is attached for further clarification.

• McCarthy Original Cost Estimate:	\$ 10,000.00
• AECOM / City Cost Estimate:	\$ 10,000.00
• Final Negotiated Cost:	\$ 10,000.00

The total amount of Change Order No. 141 is not to exceed \$ 10,000.00. This additional work has not been completed and is based on a "Time and Materials" cost.

If you have any questions, please contact me at (805) 385-7839.



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 141

Contractor Name: McCarthy Building, Inc.

Project Title: Advanced Water Purification Facility (AWPF)

Specification No.: PW07-21

Contract No.: A-7289

P.O. No.:

Fed Prom. No.:

Account No.	Amount	Split Project No.
609-6553-821-8610		0% 066010
609-6553-821-8604	\$10,000.00	100% 066010
276-6553-821-8604	\$0.00	0% 066010

You are hereby directed to make the following changes in this contract:

Description:

Change Order No. 141 has been prepared to provide for additional costs associated with the Fiber Optic from Headworks to the Backboard. The additional scope of work includes:

Contractor shall furnish all labor, equipment, and tools to install fiber optic cable from the Headworks to the Backboard and electrical changes per RFI 159-4 on a time and material basis at a total cost not to exceed \$10,000.

Reasons for Changes:

The design changes noted above are necessary to provide fiber optics from the Headworks to the Backboard.

1. Amount of original contract		\$52,572,000.00
2. Sum of prior change orders (NO. 1 THRU 140)		\$4,066,267.00
3. Sum of contract prior to this change order		\$56,638,267.00
4. Amount of this change order		\$10,000.00
5. Sum of contract including this change order		\$ 56,648,267.00

Contract time will be changed by 0 days

Completion date of this change order is 05/31/13

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included.

City Manager

Date

Project Manager

Date

Budget

Date

Client

Date

Construction Manager

Date

City Engineer

Date

Contractor

Date

Administrative Services

Date

Director of Public Works/Purchasing Agent

Date



Project Name: Oxnard AWP

Architect's Project No.:

Project No. : 007581.000

Cost Issue Ref #: 338

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that McCarthy Building Companies, Inc. will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE:

RFI 159.4 Sump Power, RFI 826 & 826.1 Headworks Radio System Fiber Optic

SCOPE:

This CPR tracks the cost associated with RFI 159.4, 826 and 826.1. RFI 159.4 added electrical circuit for the sump control panel. RFI 826 and 826.1 is for the radio tower that was shown on the contract documents to be connected using CAT IV. The system required fiber optic connection and cable to the LAN room at the Headworks. Neal Electric and Prousys to provide investigative services to determine the conduit path and routing of the fiber optic. Prousys to provide final connection required for the fiber optic.

REFERENCE:**Pricing Details**

<u>Company Name</u>	<u>Description</u>	<u>Amount</u>
McCarthy Building Companies, Inc.	Fiber Optic Design and Terminations	10,000.00
	Net Amount of This Proposed Change	10,000.00
	Net Change in Calendar Days Due to This Proposed Change	
	☒ Schedule impact to be evaluated at a later date	

McCarthy Building Companies, Inc.

CH2M Hill

City of Oxnard

☐ Accept
☐ Do Not Accept

☐ Accept
☐ Do Not Accept

BY:

BY:

BY:

Date:

Date:

Date:



City of Oxnard Great Program - Advanced Water Purification Facility

5700 S Perkins Rd

Oxnard, CA 93033

MCC Job 7581

Date: 11/12/2012

CI# 338

CPR 169

Total Labor Cost:	\$0
Total Material Cost:	\$0
Total Equipment Cost:	\$0
Sub Total	\$0
10% Markup	\$0
5% O&P, Insurance and Bonds	\$0
McCarthy Mechanical Total	\$0

Subcontractor Costs	Quote
Sump Power, Fiber Investigation and Connections	\$9,525

Subcontractor Total **\$9,525**

	<u>Rate</u>	
McCarthy Subcontractor Fee	5.00%	\$476
Total CPR		\$10,000

MEMO



November 13, 2012

TO: Bruce Dandy, Accounting Manager

FROM: Lou Balderrama, City Engineer 

SUBJECT: **Change Order # 142 to McCarthy Construction Services
Agreement No. A-7259
Advanced Water Purification Facility (AWPF) Project**

Change Order No. 142 has been prepared to memorialize changes to the contract. The changes include the following:

At the completion of Milestone #3:

- McCarthy and all subcontractors shall waive rights to all claims for all work specified in the Contract Documents and Change Order Nos. 1 through 128.
- Retention: After completion of Milestone #3, City will release retention as follows- McCarthy shall submit an unconditional release for each subcontractor with regular invoice. City will pay portion of retention for each subcontractor. City will retain 125% of any outstanding stop notices and outstanding release on contract amount. City will retain 10% of Change Order Nos. 112, 123, 125, and 129 to 141.
- Warranty: City to start warranty period after all the warranty certificates have been submitted and approved.

Milestone #4:

- Milestone #4 with completion date of May 31, 2013 is added and includes work in Change Order Nos. 112, 123, 125, and 129 through 141.
- McCarthy shall provide Builders Risk Policy for Change Order Nos. 112, 123, 125, and 129 through 141 work until Milestone #4 completion.
- Liquidated Damages: \$1,000 per calendar day if all work for change order nos. 112, 123, 125, and 129 through 141 are not completed by May 31, 2013 City will retain 10% of Change Order Nos. 112, 123, 125, and 129 through 141.

This Change Order is a result of negotiations with McCarthy and insures there will be no claims.

If you have any questions, please contact me at (805) 385-7839.

Attachment No. 3
Page 57 of 61



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

CHANGE ORDER NO. 142

Contractor Name: McCarthy Building, Inc.

Project Title: Advanced Water Purification Facility (AWPF)

Specification No: PW07-21

Contract No: A-7259

P.O. No:

Fed From No:

Account No	Amount	Split Project No
609-6553-821-8610	\$0.00	0% 066010
609-6553-821-8604	\$0.00	0% 066010
276-6553-821-8604	\$0.00	0% 066010

You are hereby directed to make the following changes in this contract:

Description:

Milestone #3:

Date for completion of Milestone #3 is changed from September 21, 2012 to December 31, 2012

McCarthy shall continue to maintain the contractually required Builders Risk Policy until December 1, 2012

Retention: After completion of Milestone #3, City will release retention on the following conditions

McCarthy shall submit an unconditional waiver and release executed by each subcontractor which performed work on the AWPF project

City will retain 125% of any outstanding stop notices

City will retain 10% of the dollar amount of work for Change Order Nos. 112, 123, 125, and 129 through 141

Warranty: City to start warranty period after all the warranty certificates have been submitted and approved

Milestone #4:

Milestone #4 with a completion date of May 31, 2013 is added and includes work in Change Order Nos. 112, 123, 125, and 129 through 141

McCarthy shall provide Builders Risk Policy for Change Order Nos. 112, 123, 125, and 129 to 141 work until Milestone #4 completion

Liquidated Damages: \$1,000 per calendar day if all work for Change Order Nos. 112, 123, 125, and 129 to 141 are not completed by May 31, 2013

Reasons for Changes:

The design changes noted above are necessary to define project Milestone Numbers 3 and 4

1. Amount of original contract	\$62,672,000.00
2. Sum of prior change orders (NO 1 THRU 141)	\$4,076,267.00
3. Sum of contract prior to this change order	\$56,648,267.00
4. Amount of this change order	\$0.00
5. Sum of contract including this change order	\$56,648,267.00

Completion date for Milestone #3 is

12/31/12

Completion date for Milestone #4 is

05/31/13

This Change Order is a full compromise and settlement and release of all claims of Contractor under or related to the Contract existing or based upon events or occurrences up to the date of the execution of this Change Order, known and unknown (with the exception of claims relating to Change Orders 112, 123, 125 and 129 through 141), including claims for adjustments to contract time and contract payments, and compensation based on or related in any way to work performed to the date of this Change Order, any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences, extra work, and extraordinary or consequential damages (hereinafter called "impacts"), including any ripple or cumulative effect of said impacts based on events or occurrences up to the date of execution of this Change Order

By execution of this Change Order, Contractor agrees that this Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, impacts, or any costs of any nature, character or kind arising out of or in connection with the Contract (with the exception of claims relating to Change Orders 112, 123, 125 and 129 through 141), known or unknown, which exist or are based upon events or occurrences up to the date of this Change Order

Contractor knowingly waives the provisions of Civil Code section 1542 as to all claims subject of this release. Contractor acknowledges that except as provided in this Change Order, the Contract, including the provisions of section 7.3.1 remain in effect

The aforementioned compromise and release does not waive claims which may arise based on events or occurrences after the date of this Change Order or in connection with work to be completed pursuant to Change Orders 112, 123, 125, and 129 through 141

City Manager

Date

Project Manager

Date

Budget

Date

Client

Date

Construction Manager

Date

City Engineer

Date

Contractor

Date

Administrative Services

Date

Director of Public Works/Purchasing Agent

Date

Attachment No. 3
Page 58 of 61

October 30, 2012

Mr. Dan Rydberg
City of Oxnard
305 West Third Street
Oxnard, CA 93030

Re: City of Oxnard Great Program
Advanced Water Purification Facility (AWPF)
Project Number PW07-21
RE: Project Outstanding Issues / Project Completion

Dear Dan:

Please accept this letter as the formal proposal and response from McCarthy Building Companies, Inc. (McCarthy) to the meeting held on October 24, 2012 between the City of Oxnard (the City) and McCarthy. During this meeting the outstanding issues and their resolution on the project were discussed and are summarized below:

- Disputed and Contentious CPR's
 - o McCarthy and the City agreed to process and pay the current disputed CPR's totaling - \$282,156 (see attached spreadsheet).
 - o McCarthy and the City agreed that the CPR's will be processed individually and will follow the City's processes and approvals; all packages are targeted for approval at the November 27, 2012 City Council meeting. The extended general conditions priced in these packages are only valid if approved prior to December 15, 2012.
 - o Per the City's request, McCarthy has reviewed and resubmitted these CPR's per the negotiated cost.
- RFP's and CPR's with associated time impacts
 - o McCarthy and the City agreed to process and pay the RFP's and CPR's with time impacts; totaling - \$302,987 (see attached list).
 - o McCarthy and the City agreed that the CPR's will be processed individually and will follow the City's processes and approvals; all packages are targeted for approval at the November 27, 2012 City Council meeting. The extended general conditions priced in these packages are only valid if approved prior to December 15, 2012.
 - o A new Milestone (Milestone #4) will be established for the completion of the change order work shown on the attachment under the heading *RFP's and CPR's with Time Impacts*. The City has proposed to extend Milestone #4 - Contract Completion date, with Change Order 112; this date will be revised to May 31, 2013. The current contract language and damages associated with the 900 calendar day Project Completion duration will be associated with the new Milestone #4.
- The current remaining open CPR's being handled by the jobsite team will be processed following the City's standard procedures.
- The Recycled Water Production Milestone will be modified to: Recycled Water Production Milestone/10 Day Demonstration Period Complete. Milestone #3 will be modified to read, "Milestone #3 - Recycled Water Production Substantially Complete -- Once the 10 Day Demonstration Period is complete the project will be declared substantially complete."
 - o The substantial completion date for the project is now September 22, 2012.
 - o There will be no damages associated with the former Recycled Water Production Milestone.
 - o There will be no damages assessed with the completion of work pursuant to Milestone #3.
 - o The one (1) year warranty will start on September 22, 2012.
- The City will cover the property and structures on the applicable insurance policy, and will send a letter to McCarthy stating that the project is insured. McCarthy will sunset the current Builders Risk Policy as of October 31, 2012. McCarthy will insure the value of the change order work, after City approval, and prior to the start of work.
- The City is currently holding 5% retention on the project. The retention on the project will be reduced to ½% (.005) of the contract value which will be released upon completion of the change order work. This remaining ½% retention represents 91% of the value of the change order work. The 4 ½% reduction will be released immediately (see attached application for payment).

Prior to any work proceeding, McCarthy will need fully executed agreements in place. Please be advised that there are no additional/extended services costs on any of Subcontractor's work.

One of the primary objectives of this potential agreement for McCarthy is to seek reimbursement in a timely and efficient manner for the Subcontractors who have performed work or who are being asked to perform work. There are Subcontractors placing Stop Work Notices on the project and preparing claims for outstanding issues. In an effort to support the City and the project, McCarthy will agree to a settlement of all outstanding issues up to this point as described above and agree and waive rights to claims for additional funds on past issues on the AWPf Project.

Please feel free to contact me with any questions or concerns.

Sincerely,

McCarthy Building Companies, Inc

Curtis Horner

.Digitally signed by Curtis Horner
DN: cn=US,
e=chorner@mcCarthy.com,
o=McCarthy Building Companies,
ou=McCarthy Building Companies,
cn=Curtis Horner
Date: 2012.11.14 13:42:05-0800'

Curtis Horner
Project Manager

cc: Shawn Ingram
Tracy MacDonald
Lou Balderrama
Thien Ng



**City of Oxnard - Negotiated Change Order Agreement
30-Oct-12**

Previously Disputed Items

CPR ###	Description of Change	Final Negotiated and Submitted Amount
81	Tank Seismic Design Changes	\$ 85,000
88	Pipe Rack Design Changes	\$ 10,089
92	Chemical Pump Pad Changes	\$ 12,274
120	RO Sample Tubing	\$ 5,499
157	Rusting Downspouts	\$ 19,079
137	Liquid Lime Issues	\$ 27,407
	Effluent Sample Station Pricing	\$ 20,000
158	Replacement Trees	\$ -
70	Doty PV Panel Claim	\$ 102,762
Total		\$ 282,110

RFP's and CPR's with Time Impacts

CPR ###	Description of Change	Final Negotiated and Submitted Amount
138	RFI 764 - Admin cross brace - potential fall hazard	\$ 10,844
147	RFI 763 - Bollards to west of Chem; RFI 763.1 - Boxes over exposed piping; RFI 804 - Roof drain collector box	\$ 5,170
148	RFI 799 & 821 - Door hardware changes; RFI 809 - Toilet Roll dispenser changes; RFI 773 - Toilet seat cover changes; RFI 743 - Light and outlet inside dumbwaiter	\$ 8,989
146	RFI 818 & 830 - Steel infills at handrails and windows	\$ 78,958
152.1	RFI 813 - Relocate Sample Pump in Mixer Vault	\$ 4,170
152.2	RFI 824 - Install chain and posts to protect ductwork in UV	\$ 16,183
152.3	RFI 808 - Fire hydrants and extinguisher cabinet	\$ 17,162
163	RFI 748.1 - Modify Liquid Lime piping	\$ 36,079
150	Additional bollards at FWPS	\$ 21,420
153	RFI 806 - Remove and replace truncated domes	\$ 22,443
165	RFI 807 VF Channel curb, handrail and grating	\$ 44,560
164	Door hardware changes	not required per City
166	RFI 800 - Power to wetland blower fans	\$ 24,488
169	CPR 169 - Fiber Optics at Headworks and RFI for Elec	\$ 10,000
Total		\$ 300,466