

AGENDA

ADJOURNED MEETING OF THE SANTA FE SPRINGS OF THE CITY COUNCIL

JULY 10, 2012
6:00 P.M.

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

William K. Rounds, Mayor
Richard J. Moore, Mayor Pro Tem
Luis M. González, Councilmember
Joseph D. Serrano, Sr., Councilmember
Juanita A. Trujillo, Councilmember

Public Comment: The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please complete the card that is provided at the rear entrance to the Council Chambers and hand the card to the City Clerk or a member of staff. City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. City Council will hear public comment on matters not listed on the agenda during the Oral Communications period.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Please Note: Staff reports, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m. – 5:30 p.m., Monday – Thursday and every other Friday. Telephone (562) 868-0511.

1. **CALL TO ORDER**

2. **ROLL CALL**

Luis M. González, Councilmember
Joseph D. Serrano, Sr., Councilmember
Juanita A. Trujillo, Councilmember
Richard J. Moore, Mayor Pro Tem
William K. Rounds, Mayor

SUCCESSOR AGENCY

3. **CLOSED SESSION**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Villages Property Bounded by Telegraph Rd, Norwalk Blvd, Bloomfield Ave, and Clark St.

Agency Negotiators: City Manager, City Attorney, and Director of Planning

Negotiating Parties: Property Owner and Agency Negotiators

Under Negotiation: Price, Terms, and Payment

CITY COUNCIL

4. **CITY MANAGER REPORT**

PUBLIC HEARING

5. **Resolution 9379 – Levy Annual Assessments for Lighting District No. 1 (2012-2013)**

Recommendation: That the City Council: 1) Conduct a Public Hearing and adopt Resolution No. 9379 confirming the diagram and assessment, and providing for annual assessment levy; and 2) Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Lighting District No. 1 for FY 2012/2013.

NEW BUSINESS

6. **Valley View Grade Separation – Authorization to Issue a Notice to Proceed to the Burlington Northern Santa Fe Railway Company**

Recommendation: That the City Council authorize the Director of Public Works to issue a Notice to Proceed to the Burlington Northern Santa Fe (BNSF) Railway Company authorizing BNSF to proceed with all railroad work needed to support the Valley View Avenue Grade Separation Project.

7. **Replacement of Heating and Air Conditioning Units at Various City Facilities – Final Progress Payment**

Recommendation: That the City Council approve the Final Progress Payment (Less 5% Retention) to Precision Air Conditioning and Mechanical, Inc. in the amount of \$84,821.87 for the subject project.

8. Adoption of Resolution No. 9378 and Approval of Contract with the State Department of Education
- Recommendation:** That the City Council approve Resolution No. 9378 authorizing the renewal of Contract No. CSPP-2168 with the State Department of Education for Fiscal Year 2012/2013 for the purpose of providing child care and development services for preschool age children.
9. Alcohol Sales Conditional Use Permit Case No. 51-1
- Compliance review of Alcohol Sales Conditional Use Permit Case No. 51-1 to allow the continued operation and maintenance of an alcoholic beverage use involving the storage, wholesale and distribution of alcoholic beverages at 10155 Painter Avenue, located in the M-2-PD Heavy Manufacturing-Planned Development, Zone located within the Consolidated Redevelopment Project Area. (Hong Chang Corporation/Jay Sohn, Applicant)
- Recommendation:** That the City Council approve the continued operation and maintenance of Alcohol Sales Conditional Use Permit (ASCUP) Case No. 51-1 subject to another compliance review in three (3) years, to ensure the use is still operating in strict compliance with the respective conditions of approval.
10. Alcohol Sales Conditional Use Permit Case No. 15-2
- Compliance Review of Alcohol Sales Conditional Use Permit Case No. 15-2 to allow the continued sale of alcoholic beverages for off-site consumption at 11605 Carmenita Road in the C-4, Community Commercial, Zone. (Sebastian Zambrano & Hyung Bok Yoon)
- Recommendation:** That the City Council approve the continued operation and maintenance of Alcohol Sales Conditional Use Permit (ASCUP) Case No. 15-2 subject to another compliance review in five (5) years, to ensure the use is still operating in strict compliance with the respective conditions of approval.
11. Alcohol Sales Conditional Use Permit Case No. 20-2 and Entertainment Conditional Use Permit Case No. 12-2
- Compliance review of Alcohol Sales Conditional Use Permit Case No. 20-2 to allow the continued operation and maintenance of the serving of beer, wine, and distilled spirits for on-site consumption, and Entertainment Conditional Use Permit Case No. 12-2 involving live performances at 13416 Imperial Hwy in the M-2, Heavy Manufacturing Zone within the Consolidated Redevelopment Project Area. (Larry Amone Hongkham)
- Recommendation:** That the City Council approve the continued operation and maintenance of Alcohol Sales Conditional Use Permit (ASCUP) Case No. 20-2 and Entertainment Conditional Use Permit (ECUP) Case No. 12-2 subject to another compliance review in five (5) years, to ensure the use is still operating in strict compliance with the respective conditions of approval.

Please note: Item Nos. 12 –24 will commence in the 7:00 p.m. hour.

City of Santa Fe Springs

Adjourned City Council Meeting

July 10, 2012

12. **INVOCATION**

13. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

14. Representatives from the Youth Leadership Committee

15. Representatives from the Chamber of Commerce

16. **ANNOUNCEMENTS**

PRESENTATIONS

17. Introduction of New Santa Fe Springs Policing Team Members

18. 2012 Beautification Awards Program Recipients

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

19. Designation of Voting Delegate/Alternate for the League of California Cities Annual Conference – September 5-7, 2012, San Diego

Recommendation: That the City Council appoint a voting delegate or, alternatively, up to two alternate voting delegates for purposes of voting at the League of California Cities Annual Conference and Business Meeting.

20. Appointment of City Representatives to the Administrative Entity for the Southeast Water Coalition Joint Powers Authority

Recommendation: That the City Council appoint Frank Beach to serve as the primary representative to the SEWC Administrative Entity and Noe Negrete as the alternate representative for the City of Santa Fe Springs effective July 16, 2012.

21. Committee Appointments

22. **ORAL COMMUNICATIONS**

This is the time when comments may be made by interested persons on matters not on the agenda having to do with City business.

23. **EXECUTIVE TEAM REPORTS**

24. **ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.

Anita Jimenez
Deputy City Clerk

July 5, 2012
Date



City of Santa Fe Springs

City Council Meeting

July 10, 2012

PUBLIC HEARING

Resolution No. 9379 – Levy Annual Assessments for Lighting District No. 1 (FY 2012/2013)

RECOMMENDATION

That the City Council take the following actions:

1. Conduct a public hearing and adopt Resolution No. 9379 confirming the diagram and assessment, and providing for annual assessment levy; and
2. Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Lighting District No. 1 for FY 2012/2013.

BACKGROUND

At the Council meeting of June 14, 2012, the City Council adopted Resolution No. 9374 declaring its intention to provide an annual levy and collection of assessments for certain maintenance in an existing district. Resolution No. 9374 also set the Public Hearing for 6:00 p.m. on July 10, 2012, and a notice was published in the Whittier Daily News on June 28, 2012.

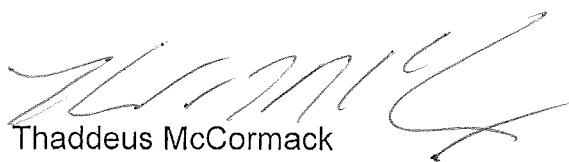
The net assessment to be distributed over the district for fiscal year 2012-2013 is \$182,085. This sum of \$182,085 will be assessed according to the benefits received by properties located within Santa Fe Springs Lighting District No. 1. State law requires distribution of assessments based on benefit received; therefore, assessments will vary considerably. The methodology for distribution of assessments and the assessment rates over the district comply with the requirements of State Proposition 218.

FISCAL IMPACT

By special benefit assessments, the Lighting District provides a portion of the funding for the installation, maintenance and operation of the street lighting system in the City of Santa Fe Springs.

INFRASTRUCTURE IMPACT

The Lighting District provides for increased safety on the roadway, greater visibility for pedestrians and motorists at night and enhanced security, to name a few benefits.

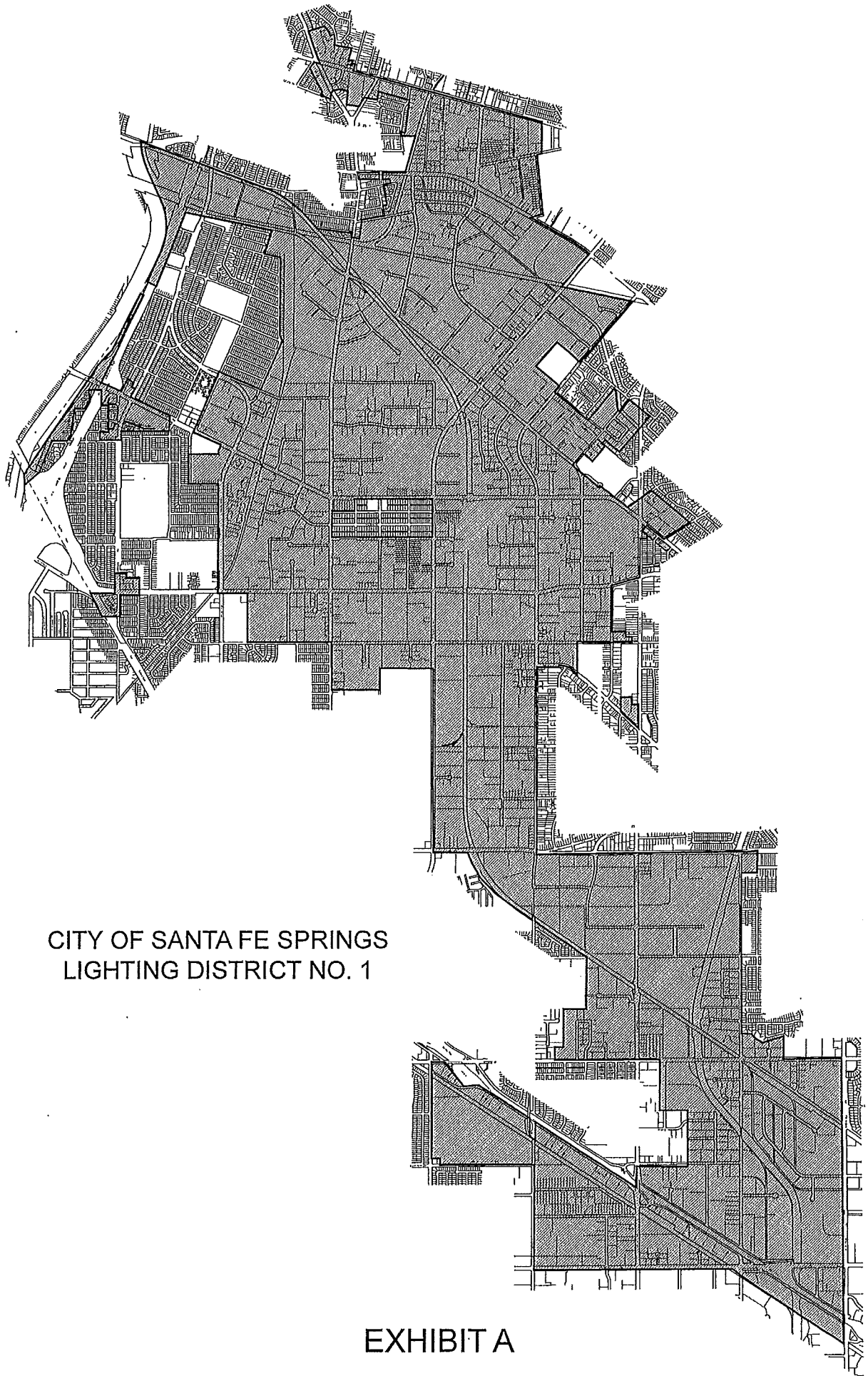

Thaddeus McCormack
City Manager

Attachment(s)

1. Location Map: Exhibit A
2. Resolution No. 9379

Report Submitted By: Noe Negrete, Director
Department of Public Works

Date of Report: July 3, 2012



CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT NO. 1

EXHIBIT A

RESOLUTION NO. 9379

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
CONFIRMING A DIAGRAM AND ASSESSMENT
AND PROVIDING FOR ANNUAL ASSESSMENT LEVY

WHEREAS, the City Council has initiated for the annual levy of the assessments for a lighting district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972" being Part 2 of Division 15 of the Streets and Highways Code of the State of California, in a district known and designated as:

CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT

WHEREAS, the City Council has ordered the preparation of a report and the City Engineer has prepared and filed with this City Council a report pursuant to law for its consideration and subsequently thereto, this City Council did adopt its Resolution of Intention to levy and collect assessments for the next ensuing fiscal year relating to the above-referenced District, and further did proceed to give notice of the time and place for a Public Hearing on all matters relating to said annual levy of the proposed assessment; and

WHEREAS, at this time, this City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy of assessments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

Section 1: That the above recitals are true and correct.

Section 2: That upon the conclusion of the Public Hearing, written protests filed, and not withdrawn, did not represent property owners owning more than fifty percent (50%) of the area of assessable lands within the District, and all protests are overruled and denied.

Section 3: That this City Council hereby confirms the diagram and assessment as submitted and orders the annual levy of the assessment for the fiscal year and in the amounts as set forth in the Engineer's Report and as referred to in the Resolution of Intention as previously adopted relating to said annual assessment levy.

Section 4: That the diagram and assessment as set forth and contained in said Engineer's Report are hereby confirmed and adopted by this City Council.

Section 5: That the adoption of this Resolution constitutes the levy of the assessment for the fiscal year.

Section 6: That the estimates of costs, the assessment diagram, the assessments and all other matters, as set forth in the Engineer's Report," pursuant to said "Landscaping and Lighting Act of 1972," as submitted, are hereby approved, adopted by this City Council and hereby confirmed.

Section 7: That the maintenance works of improvements contemplated by the Resolution of Intention shall be performed pursuant to law and the County Auditor shall enter on the County Assessment Roll the amount of the Assessment, and said assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of said City.

Section 8: That the City Treasurer has previously established a special fund known as the

CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT

into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of this Resolution and law, and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

Section 9: That the Deputy City Clerk is hereby ordered and directed to file a certified copy of this Resolution upon its adoption.

Section 10: That a certified copy of the assessment and diagram shall be filed in the Office of the City Engineer, with a duplicate copy on file in the office of the Deputy City Clerk and open for public inspection.

PASSED and ADOPTED by the City Council of the City of Santa Fe Springs at a regular meeting thereof this 10th day of July 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF SANTA FE SPRINGS

By: _____
MAYOR

ATTEST:

DEPUTY CITY CLERK



City of Santa Fe Springs

City Council Meeting

July 10, 2012

NEW BUSINESS

Valley View Avenue Grade Separation - Authorization to Issue a Notice to Proceed to the Burlington Northern Santa Fe Railway Company

RECOMMENDATION

That the City Council authorize the Director of Public Works to issue a Notice to Proceed to the Burlington Northern Santa Fe (BNSF) Railway Company authorizing BNSF to Proceed with all railroad work needed to support the Valley View Avenue Grade Separation Project.

BACKGROUND

The Valley View Avenue Grade Separation Project will eliminate the existing at-grade Burlington Northern Santa Fe Railway Company (BNSF) crossing on Valley View Avenue south of Stage Road. The project includes construction of a new bridge structure to support three BNSF railroad tracks.

In March 2007, the City of Santa Fe Springs and BNSF entered into an Underpass Agreement (Attachment 1) in order to set forth the terms and conditions for work to be done by BNSF in conjunction with the Valley View Avenue Grade Separation Project. The Underpass Agreement approved in 2007 was subsequently amended in October 2008 (Attachment 2) to reflect an updated cost of \$6,902,764 for all engineering, signal and track work to be done by BNSF.

Work to be done by BNSF includes installing temporary track for the shoofly, installation of all new railroad signal equipment and railroad track across the new bridge after it has been constructed by the City's contractor, and removal of the temporary shoofly track. Additionally, BNSF will also need to modify the existing track on either side of the new bridge to be compatible with the alignment of the new tracks.

Under State and Federal law, the railroad must be reimbursed for all work done in order to grade separate streets from railroads. The current estimated cost of engineering and railroad work to be done by BNSF is \$6,902,764. However, the railroad is also obligated to contribute an amount equal to 5% of certain eligible items of work. For this project, BNSF will be contributing approximately \$1,892,000 toward the total cost of the project.

On May 24, 2012 the City awarded a construction contract to Griffith Company. Concurrent with that action, the City now needs to issue a Notice to Proceed to BNSF so it can begin to order materials and make arrangements to complete all of the railroad track and signal that will need to be done in conjunction with the work to be done by the City's contractor.

Report Submitted By: Noe Negrete, Director
Department of Public Works

Date of Report: July 3, 2012

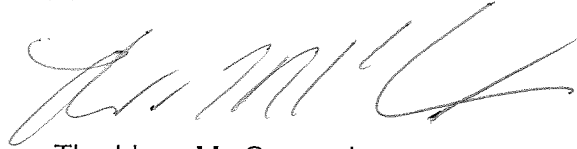
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FISCAL IMPACT

Funding to reimburse the City for this cost will be provided by the State and Federal agencies that have allocated funding to the project.

INFRASTRUCTURE IMPACT

The project will result in the elimination of an at-grade railroad crossing. Benefits to be gained from the project include improved safety for motorists, better traffic circulation and enhanced rail operations.



Thaddeus Mc Cormack
City Manager

Attachment(s):

1. Underpass Agreement (March 2007)
2. Amendment to Underpass Agreement (October 2008)

UNDERPASS AGREEMENT

FORM APPROVED
BY VP-LAW

BNSF Secy. Cont. No. 05002025
Valley View Avenue Underpass
U.S. D.O.T. No. 027657G

This Agreement ("Agreement"), is executed to be effective as of this 26th day of March, 2007, ~~2006~~ ("Effective Date"), by and between the BNSF RAILWAY COMPANY, a Delaware corporation ("BNSF"), and the CITY OF SANTA FE SPRINGS and the CITY OF LA MIRADA, corporate and political subdivisions of the State of California, ("CITIES") for the Construction and Maintenance of the Valley View Avenue Underpass.

RECITALS:

WHEREAS, BNSF owns and operates a railroad corridor that crosses through the City of La Mirada and the City of Santa Fe Springs in the County of Los Angeles, State of California;

WHEREAS, CITIES, as joint owners of Valley View Avenue, desire to improve the existing BNSF/Valley View Avenue at-grade crossing by constructing a new crossing at separated grades to be known as the Valley View Avenue Underpass and designated as California Public Utilities Crossing No. 2-158.4-C, D.O.T. No. 027657G; and

WHEREAS, the existing Valley View Avenue at-grade crossing (P.U.C. Crossing No. 2-152.29) will be closed permanently and removed upon completion of construction and the placing in service of said underpass; and

WHEREAS, the parties desire to express in writing their understanding and agreement with respect to the construction and maintenance of the Valley View Avenue Underpass;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – SCOPE OF WORK

1. The term "Project" as used herein includes any and all work related to the completion of the proposed Valley View Avenue Underpass. Work shall include, but not be limited to, preliminary and design engineering, right-of-way acquisition, construction management and contract preparation, and construction activities including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation at the location shown on Exhibit "A" attached hereto and made a part hereof.

2. The term "Structure" as used in this Agreement shall refer to the bridge and associated facilities that are to be constructed as part of the Project to provide BNSF railroad with a grade separated crossing of Valley View Avenue.

3. During construction of the Underpass, vehicular traffic will be detoured around the Valley View Avenue at-grade crossing while rail traffic will be temporarily relocated on a shoofly near the existing BNSF northerly Right of Way. Additionally, temporary controls shall be provided during construction in compliance with Section 8A-5, "Traffic Controls During Construction and Maintenance" of the Uniform Traffic Control Devices Manual, U.S. Department of Transportation.

ARTICLE II – BNSF OBLIGATIONS

In consideration of the covenants of the CITIES set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. In consideration of the faithful performance of CITIES' covenants contained herein, BNSF hereby grants to CITIES, their successors and assigns, upon and subject to the terms and conditions hereinafter set forth, permission and license to enter upon and use that portion of BNSF right-of-way as is necessary to construct, and thereafter maintain, the Structure shown on Exhibit B, excepting and reserving BNSF rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

- (a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;
- (b) Construct, operate, maintain, renew and/or relocate upon said right-of-way, such facilities as BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with CITIES use of the Structure.

This license and related rights given by BNSF to CITIES in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. In the event CITIES are evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to CITIES for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to CITIES herein.

2. BNSF will furnish all labor, materials, tools, and equipment to complete all railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit B attached hereto and made a part hereof. In the event construction on the Project has not commenced within twelve (12) months following the Effective Date of this Agreement, BNSF may revise the cost estimates set forth in said Exhibit B. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit B not specifically mentioned therein may be included as a part of this Agreement upon written approval of CITIES, if practicable, whose approval will not be unreasonably withheld. Exhibit "B" is only an estimate of BNSF costs rather than a bid, and actual costs may be higher or lower. Construction and maintenance of the Project must include the following railroad work by BNSF:

- (a) Preliminary engineering, design, and contract preparation;
- (b) Furnishing of flagging services necessary for the safety of BNSF's property and the operation of its trains during construction of the Project as set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
- (c) Furnishing of engineering review and inspection as required in connection with the construction of the Project;
- (d) Removal of the existing Valley View Avenue at-grade crossing, including removal of the automatic warning devices, and obliteration of the crossing between the rails and two feet outside thereof;
- (e) Construction and removal of Shoofly tracks for two main tracks including the lining over and lining back of portions of the existing main tracks. The rail and ties to be used for the shoofly are to be from BNSF inventory and charges to CITIES for materials shall be based on cost, allowing credit for salvage value upon completion of the Project;

- (f) Removal and replacement of approximately 200 feet of each main track and storage tracks through Valley View Avenue (400 total feet);
- (g) Construction of a temporary pedestrian at-grade crossing and installation of automatic warning devices;
- (h) Temporary shortening of the storage tracks through the installation and removal of crossover tracks including the line over and lining back of the existing storage tracks;
- (i) Installation and removal of temporary wayside signals; and
- (j) Reconstruction of BNSF maintenance.

3. BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.

4. CITIES agree to reimburse BNSF for work of an emergency nature, caused by CITIES or CITIES' contractor in connection with the Project that BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of CITIES and CITIES agree to fully reimburse BNSF for all such emergency work.

5. BNSF may charge CITIES for insurance expenses, including self-insurance expenses when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges may not exceed the amount allowed by the Federal Highway Administration at the time of the billing and will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury. Loss or death to BNSF employees, if any;

6. During the construction of the Project, BNSF will send CITIES periodic statements detailing the costs of the railroad work performed by BNSF under this Agreement. CITIES must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send CITIES a detailed statement of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit B. Pursuant to this section and Article IV, Section 7 herein, CITIES must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement that are past BNSF credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to CITIES under this section.

ARTICLE III – CITIES OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, CITIES agree as follows:

1. CITIES must furnish to BNSF plans and specifications for the Project. Four sets of said plans, together with two copies of calculations, and two copies of specifications in US Customary Units, must be submitted to BNSF for approval prior to commencement of construction. After mutual written approval of the plans and specifications by Agency and BNSF, said plans and specifications will become part of this Agreement and are hereby incorporated herein.

2. CITIES must make any required application to the Public Utilities Commission of the State of California, hereinafter referred to as "Commission", for an order authorizing construction of the Project, and shall obtain all required permits and approvals for the construction of the Project.

3. CITIES must provide for and maintain minimum vertical and horizontal clearances, as required by the Public Utilities Commission as part of the plans and specifications for the Project from the surface of the roadway located beneath the Structure to the bottom of the Structure.

4. CITIES must acquire all rights of way necessary for the construction of the Project.

5. CITIES must make any and all arrangements for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

6. CITIES must construct the Project as shown on the attached Exhibit A and do all work ("CITIES' Work") provided for in the approved plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. CITIES must furnish all labor, materials, tools and equipment for the performance of CITIES' Work. The principal elements of CITIES Work are as follows:

- (a) Construction of the Structure;
- (b) Removal of BNSF maintenance buildings, foundations and concrete aprons;
- (c) All necessary grading and paving;
- (d) Placement of 12 inches of sub ballast and the initial six inches of crushed rock ballast on all track roadbeds for the shoofly and for the permanent replacement of the main tracks and storage tracks;
- (e) Placement of a waterproof membrane on the deck of the Structure, and after the placement of such waterproofing membrane, placement of a layer of crushed rock ballast (not to exceed six (6) inches in thickness) on the deck of the Structure;
- (f) Provide suitable drainage, both temporary and permanent;
- (g) Installation of a gate of standard size in the fence along the southerly boundary of BNSF right of way in order to provide BNSF with permanent access for maintenance purposes;
- (h) Temporary Installation of K-Rail (Jersey) barriers and chain link fencing along the northerly boundary of BNSF right-of-way between the tracks and the commercial business district;
- (i) Temporary installation of a chain link fence barrier separating construction of the Structure from the south shoofly track;
- (j) Construction and removal of a temporary pedestrian roadway detour crossing of the tracks, including chain link fence chute;
- (k) Provide appropriate pedestrian control during construction;
- (l) Design and construction of an improved gravel roadbed as a permanent roadway across the Structure and along the southerly boundary of BNSF right-of-way to be used for access to BNSF property located on either side of Valley View Avenue;
- (m) Installation and maintenance of an 8-ft. high fence and/or concrete combination (throw fence) on the outside barrier of the Structure;
- (n) Relocation of existing non railroad utilities;

7. CITIES must apply and maintain said D.O.T. Crossing number 027657G and Public Utility Commission Crossing number 2-158.4 in a conspicuous location on the Structure.

8. CITIES' Work must be performed by CITIES or CITIES' contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

9. In order to prevent damage to BNSF trains and property, CITIES must require its contractor(s) to notify the BNSF Roadmaster at least thirty (30) calendar days prior to (i) commencing work on BNSF property or within fifty (50) feet of BNSF tracks; or (ii) when requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto.

10. CITIES will require its contractor(s) to submit four (4) copies of any plans (including two sets of calculations in English Units) for proposed shoring or cribbing to be used over, under, or adjacent to BNSF tracks to the BNSF Manager of Public Projects for approval. The use of such shoring or cribbing must conform to the standard side clearance set forth in the Commission's requirements which govern such clearance. Additionally, CITIES must submit for approval two (2) copies of a professionally engineered demolition plan to the BNSF Structures Department (913) 561-4178. The existing Valley View crossing will not be removed until BNSF approves the CITIES' demolition plan in writing.

11. CITIES must include the following provisions in the prime contract with its contractor(s) performing work on said Project:

- (a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF and/or the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
- (b) Failure to mark or identify these Lines will be sufficient cause for BNSF engineering representative (Project Engineer (909) 386-4079) to stop construction at no cost to the CITIES or BNSF until these items are completed.
- (c) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF and CITIES for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF property or within BNSF right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF property or within BNSF right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF OR CITIES, THEIR AGENTS, SERVANTS OR EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OR WILFUL MISCONDUCT OF BNSF.**

- (d) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company (ies) in performing such rearrangements.

12. CITIES must incorporate in each prime contract for construction of the Project, or the specifications therefore (i) the provisions set forth in Article III, Sections 8, 9, 10, 11, and 13; (ii) the provisions set forth in Article IV, Sections 3, 4, 10 and 11; and (iii) the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

13. Except as otherwise provided below in this Section 13, all construction work to be performed hereunder by CITIES for the Project will be pursuant to a contract or contracts to be let by CITIES; and all such contracts must provide:

- (a) All work performed under such contract or contracts within the limits of BNSF right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
- (b) Changes or modifications during construction that affect safety or BNSF operations will be subject to BNSF approval;
- (c) No work will be commenced within BNSF right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF a letter agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF approval of the required insurance; and
- (d) That if it is in CITIES' best interest, CITIES may direct that the construction of the Project, or parts thereof, be done by day labor under the direction and control of CITIES, or if at any time, in the opinion of CITIES, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, CITIES may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, Agency will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.

14. CITIES must advise the appropriate BNSF Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, CITIES must notify BNSF Manager of Public Projects, in writing, of the date on which CITIES and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

15. To the fullest extent permitted by law, CITIES hereby release, indemnify, defend and hold harmless BNSF, its affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees and agents for, from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs and attorneys' fees) of any nature, kind or description of any person (including, without limitation, the employees of the parties hereto) or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) (i) the use, occupancy or presence of CITIES, its contractors, subcontractors, employees or agents in, on, or about the construction site, (ii) the performance, or failure to perform by the CITIES, its contractors, subcontractors, employees, or agents, its work or any obligation under this Agreement, or (iii) the sole or contributing acts or omissions of CITIES, its contractors, subcontractors, employees, or agents in, on, or about the construction site **THE LIABILITY ASSUMED BY CITIES WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS OR EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY SOLE NEGLIGENCE OR WILFUL MISCONDUCT OF BNSF.**

16. CITIES must perform all necessary work to obtain the permanent closure and vacation of Valley View Avenue across BNSF right-of-way and must barricade the road approaches prior to completion of the Project. BNSF will cooperate with CITIES to achieve the closure and vacation of Valley View Avenue and will remove the crossing surface within its right-of-way.

17. CITIES, by separate agreement, will formalize an arrangement whereby the City of Santa Fe Springs will serve as the lead agency for completion of the Project and construction and maintenance of the Structure. The CITIES further agree that said agreement between the CITIES will be executed concurrently with this Agreement.

ARTICLE IV – JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction that affect BNSF will be subject to BNSF approval prior to the commencement of any such changes or modifications.

2. The work hereunder must be done in accordance with the detailed plans and specifications approved by BNSF and subject to the Commission's approval, with minimum clearances of not less than those specified by the Commission, or as otherwise authorized by the Commission for BNSF tracks at this location.

3. CITIES and BNSF must require their contractor(s) to reasonably adhere to the Project's construction schedule for all Project work and to provide advance notice and documentation to the other parties should it be necessary for work to deviate from the Project schedule. The parties hereto mutually agree that BNSF failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) CITIES (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) CITIES (or any of its contractors), in BNSF opinion, prosecutes the Project work in a manner which is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; or (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project. The work stoppage will continue until all necessary actions are taken by CITIES or its contractor to rectify the situation to the satisfaction of the BNSF Division Engineer or until additional insurance has been delivered to and accepted by BNSF. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following in writing:

Donald K. Jensen, Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Telecopy No. (562) 868-7112

Steve Forster, Director of Public Works
City of La Mirada
15515 Phoebe Avenue
La Mirada, CA 90638
Telecopy No. (714) 522-5800

5. CITIES must supervise and inspect the operations of all CITIES contractors to assure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of the BNSF railroad. If BNSF determines that proper supervision and inspection is not being performed by CITIES personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until CITIES correct the situation to the reasonable satisfaction of BNSF. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify CITIES' Project Manager that appropriate corrective action must be taken.

6. BNSF will contribute not less than 5% (hereinafter referred to as "BNSF Share") towards the total of all right-of-way and construction costs of the Project. BNSF Share will be based on the costs for right-of-way and construction within the following limits;

- (a) Where a grade crossing is eliminated by grade separation, the structure and approaches required to transition to a theoretical highway profile which would have been constructed if there were no railroad present, for the number of lanes on the existing highway and in accordance with the current design standards of the appropriate state highway agency; and
- (b) Where another facility, such as a highway or waterway, requiring a bridge structure is located within the limits of a grade separation project, the estimated cost of a theoretical structure and approaches as described in 23 CFR 646.210(c)(1) to eliminate the railroad-highway grade crossing without considering the presence of the waterway or other highway.

Additionally, it is anticipated that local, state and federal funds will be used in the construction of the Project. The total cost of the Project, including right-of-way and construction, is presently estimated to be \$48,851,000, more particularly described (together with BNSF Share) on Exhibit D attached hereto and incorporated herein.

7. Pursuant to this section and Article II, Section 6 herein, CITIES, out of funds made available to it for the construction of the Project, must bear the entire cost of the Project and pay all costs for the Project with the exception of work to be performed by others pursuant to franchise agreements with CITIES, and must reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement, less BNSF Share as set forth in Article IV, Section 6 herein. BNSF Share must be paid within thirty (30) days of the completion of the Project.

8. All expenses detailed in statements sent to CITIES pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Federal Aid Highway Program Manual, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

9. The parties mutually agree that no construction activities within the railroad right-of-way, or future maintenance of the Structure once completed, will be permitted during the fourth quarter of each calendar year. Emergency, construction and/or maintenance work will be permitted only upon prior notification to BNSF Network Operations Center (telephone number: 800-832-5452) provided such work can be safely performed without causing trains to be subjected to delay during this time period.

10. Subject to the restrictions imposed by Article IV, Section 9 above, the construction of the Project will not be commenced by CITIES' contractor until CITIES give the BNSF Manager of Public Projects

thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF file number 05002026 and D.O.T. Crossing No. 027657G (Valley View Avenue) and must state the time that construction activities will begin.

11. Upon completion of construction of the Project, BNSF and CITIES hereby agree as follows:

- (a) BNSF will, at its sole cost and expense, accept, own, and maintain its roadbed, track, and any access gates installed pursuant to the Project, railroad drainage, and all other railroad facilities.
- (b) CITIES will jointly own and maintain, at their sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways to BNSF maintenance gates installed pursuant to this Agreement. BNSF may, at its option, elect to perform a portion of the maintenance on the Structure in order to avoid conflicts with train operations. BNSF will notify CITIES prior to performing any such maintenance on the Structure. In the event such maintenance involves emergency repairs, BNSF will notify CITIES at its earliest opportunity. CITIES must fully reimburse BNSF for the costs of maintenance performed by BNSF pursuant to this subsection (b) provided such work is reasonable in scope and that a cost estimate is provided by BNSF to CITIES before such work commences.
- (c) CITIES must, at CITIES' sole cost and expense, keep the Structure painted and free from graffiti.
- (d) CITIES must apply and maintain vertical clearance signs that consistently and accurately describe the minimum actual vertical clearance from the bottom of the Structure to the top of any pavement.
- (e) CITIES agree to reimburse BNSF for the cost of track surfacing for a distance not to exceed one thousand (1,000) feet in each direction from the center of the bridge structure due to settlement caused by the construction of the Structure for a period not to exceed two (2) years from the date of final inspection pursuant to Article III, Section
- (f) CITIES must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto.
- (f) It is expressly understood by CITIES and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- (g) CITIES must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals.
- (i) If CITIES (including its contractors and agents) perform any maintenance work on the Structure or surrounding areas (i) at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (ii) vertically within 23'-3 1/2" above the top of the rail, or (iii) with heavy tools, equipment or machinery over the top of the rail, then CITIES must procure and maintain the following insurance coverage:

Railroad Protective Liability Insurance naming only the *Railroad* as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.

- ◆ The original policy must be provided to the Railroad prior to performing any work or services under this Agreement

As used in this paragraph, "Railroad" means "The BNSF Railway Company" and its subsidiaries, successors, assigns and affiliates.

In lieu of providing a Railroad Protective Liability Policy, CITIES may participate in the BNSF Blanket Railroad Protective Liability Insurance Policy if available to CITIES or its contractors. The limits of coverage are the same as above. The cost is \$ _____.

- ☐ I elect to participate in Licensor's Blanket Policy;
- ☐ I elect not to participate in Licensor's Blanket Policy.

12. CITIES hereby grant to BNSF, at no cost or expense to BNSF, a permanent right of access from CITIES property to BNSF tracks for maintenance purposes.

13. CITIES must provide one set of as built plans (prepared in U.S. Customary Units) to BNSF, as well as one set of computer diskettes containing as built CAD drawings of the Structure and identifying the software used for the CAD drawings. The "as built plans" must depict all information in BNSF engineering stationing and milepost pluses. The "as built plans" must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown.

14. Subject to the restrictions imposed by Article IV, Section 9 above, CITIES must notify and obtain prior authorization from the BNSF Manager of Public Projects before entering BNSF right-of-way for maintenance purposes. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. CITIES will be responsible for its contractor(s) compliance with such obligations.

15. BNSF may, at its sole cost and expense, make future changes or additions to the railroad components of the Structure if necessary or desirable, in BNSF sole discretion, including, without limitation the following: (i) the right to raise or lower the grade or change the alignment of its tracks, (ii) the right to lay additional track or tracks, or (iii) the right to build other facilities in connection with the operation of its railroad. Such changes or additions must not change or alter the highway components of the Structure. If it becomes necessary or desirable in the future to change, alter, widen or reconstruct the highway components of the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by any such changes to the Structure, will be divided between BNSF and CITIES in such shares as may be mutually agreed to by the parties hereto, subject to the jurisdiction of the Commission.

16. CITIES shall have full right to alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions; provided, however, that any such alteration or reconstruction must not encroach further upon or occupy the surface of BNSF right-of-way to a greater extent than is contemplated by the plans and specifications to be approved by BNSF pursuant to Article III, Section 1 herein, without obtaining BNSF prior written consent and the execution of a supplement to this Agreement or the completion of a separate agreement. The cost of such changes shall be divided between BNSF and CITIES in such shares as may be determined by them, subject to the Commission's jurisdiction.

17. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the completion of the Project will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of California and the Federal Highway Administration, for a period of one (1) year from the date of final BNSF invoice under this Agreement. Upon completion of the Project, CITIES may assign an auditor to review and report on BNSF time sheets and financial records related to

the Project. BNSF and CITIES will work with the auditors to reconcile excepted costs that may arise from such audit.

18. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

19. In the event construction of the Project does not commence within five (5) years of the Effective Date, this Agreement will become null and void, unless the parties hereto have agreed to an extension of this Agreement.

20. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

21. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

22. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and CITIES with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

23. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

The BNSF Railway Company:

BNSF Vice-President and Chief Engineer
2600 Lou Menk Drive
Fort Worth, Texas 76131

The BNSF Railway Company:

BNSF Manager of Public Projects
740 East Carnegie Drive
San Bernardino, California 92408-3571

City of Santa Fe Springs:

Director of Public Works
11710 E. Telegraph Road
Santa Fe Springs, California 90670-3679

City of La Mirada:

Director of Public Works
15515 Phoebe Avenue
La Mirada, California 90638

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

THE BNSF RAILWAY COMPANY

By: Gregory C. Fox
Printed Name: Gregory C. Fox
Title: VP - Engineering

WITNESS: [Signature]

CITY OF LA MIRADA

By: Andrea M. Travis
Printed Name: ANDREA M. TRAVIS
Title: CITY MANAGER

WITNESS: Susan G. Bassett
City Clerk

CITY OF SANTA FE SPRINGS

By: Frederick W. Latham
Printed Name: Frederick W. Latham
Title: CITY MANAGER

WITNESS: [Signature]

EXHIBITS ATTACHED

**UNDERPASS AGREEMENT
VALLEY VIEW AVENUE UNDERPASS
CITY OF SANTA FE SPRINGS**

- A Vicinity Map
- B Cost Estimate for Railroad Work
- C Contractor Requirements
- C-1 Agreement between BNSF and Contractor
- D Total Estimated Cost of the Project
(Includes ROW Acquisition and Construction)
- E Road & Bridge Plans (5 sheets)

City of Santa Fe Springs

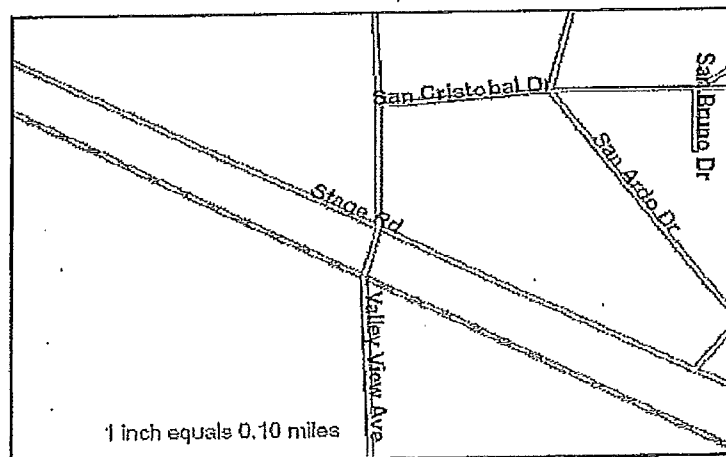


EXHIBIT "B"

**COST OF RAILROAD WORK
VALLEY VIEW AVENUE UNDERPASS
CITY OF SANTA FE SPRINGS**

Work to be Done by BNSF:

• Track Work	\$3,653,000
• Signal Work	\$ 875,000
• Engineering	<u>\$2,323,000</u>
Total Cost of Railroad Work	\$6,851,000

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
EHEM ESTIMATE FOR
SANTA FE SPRINGS

LOCATION:- LA MIRADA TO BUENA PARK DETAILS OF ESTIMATE PLAN ITEM: 000083370 VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION
ENGINEERING COSTS FOR THE CONSTRUCTION OF A GRADE SEPARATION SHOOLLY AT VALLEY VIEW AVE.,
M.P. 158.4, SAN BERNARDINO SUBDIVISION, SOUTHERN CALIFORNIA DIVISION.

RFA NO. 96-016-06

AUTHORITY NO. 7-XXXX-06

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

ENGINEERING - PLACE PUBLIC CROSSING	2520.00	MH	107,176	
ENGINEERING - PLACE PUBLIC CROSSING	2520.00	MH	96,995	
ENGINEERING - PLACE PUBLIC CROSSING	2520.00	MH	75,298	
FLAGGING - OTHER R.O.W.- CAP	2100.00	MH	43,914	
PAYROLL ASSOCIATED COSTS			260,870	
EQUIPMENT EXPENSES			80,973	
DA LABOR OVERHEADS			291,173	
PERDIEM EXPENSES			113,400	
INSURANCE EXPENSES			50,996	
TOTAL LABOR COST			1,120,795	1,120,795

MATERIAL				

TOTAL MATERIAL COST			0	0

OTHER				

BUDGET MONITORING	18.00	MO	90,000	
CONSTRUCTION MANAGEMENT	18.00	MO	450,000	
MISCELLANEOUS GRADING	1.00	LS	80,000	
PERMITTING	1.00	LS	25,000	
SURVEY / TESTING	1.00	LS	100,000	
UTILITIES	1.00	LS	60,000	
TOTAL OTHER ITEMS COST			805,000	805,000
PROJECT SUBTOTAL				1,925,795
CONTINGENCIES				385,159
BILL PREPARATION FEE				11,555
GROSS PROJECT COST				2,322,509
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				2,322,509

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
EHPM ESTIMATE FOR
SANTA FE SPRINGS

LOCATION:- LA MIRADA TO BUENA PARK DETAILS OF ESTIMATE PLAN ITEM: 000082856 VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

CONSTRUCTION OF A GRADE SEPARATION SHOOFLY AT VALLEY VIEW AVE., M.P. 158.4, SAN BERNARDINO
SUBDIVISION, SOUTHERN CALIFORNIA DIVISION AS FOLLOWS:

1. LINE EXISTING TRACK TO SHOOFLY AND BACK TO ORIGINAL LOCATION.
- * 954 TF M.T. NO. 1
- * .954 TF M.T. NO. 2
2. CONSTRUCT AND REMOVE 136# CNR ON WOOD TIES W/ OTM.
- * 1,694 TF SHOOFLY NO. 1
- * 1,694 TF SHOOFLY NO. 2
3. REMOVE AND REPLACE TRACK (SEPARATION LIMITS) WITH NEW 136# CNR ON WOOD TIES W/ OTM.
- * 1,000 TF SIDING NO. 4
- * 1,000 TF M.T. NO. 1
- * 1,000 TF M.T. NO. 2
4. RAISE TRACK - AVERAGE RAISE 6"
- * 2,400 TF M.T. NO. 1
- * 2,400 TF M.T. NO. 2
5. PLACE TEMPORARY ROAD CROSSING AND REMOVE AFTER PROJECT IS COMPLETE.
- * 128 LF TOTAL CONCRETE TEMPORARY CROSSING ACROSS 2 TRACKS (136# RAIL)
6. CONSTRUCT AND REMOVE 1-#11-136# RH HOEL CROSSOVER AT M.P. 158.9.

REA NO. 96-015-06

AUTHORITY NO. 7-XXXX-06.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

ADJUST RAIL/OTM	1512.50	MH	30,773	
DISTRIBUTE CROSS TIES - ADDITIONAL - CAP	158.40	MH	3,223	
FLAGGING - GRADING - CAP	2078.75	MH	43,469	
LINEOVER TRACK - OPER	3077.80	MH	62,619	
MAINTAIN EQUIP - BALLAST - ADDITIONAL - CAP	112.50	MH	3,316	
MAINTAIN EQUIP - PLACE RAIL/OTM - CAP	1383.75	MH	40,778	
MOBILIZATION - PLACE RAIL - CAP	154.00	MH	2,997	
PICKUP CROSS TIES - REPLACED	396.00	MH	8,057	
PICKUP RAIL - NOT REPLACED	322.30	MH	6,558	
PLACE CROSS TIES - CAP	2182.40	MH	44,402	
PLACE FIELD WELDS - CAP	770.00	MH	16,629	
PLACE PUBLIC CROSSING - CAP	645.70	MH	13,137	
PLACE RAIL/OTM - CAP	3219.70	MH	65,506	
PLACE TURNOUT	1452.00	MH	29,542	
REMOVE CROSS TIES	951.50	MH	19,359	
REMOVE PUBLIC CROSSING	322.30	MH	6,558	
REMOVE RAIL/OTM - REPLACED	773.30	MH	15,734	
REMOVE/PICKUP TURNOUT	326.70	MH	6,647	
SURFACE TRACK - ADDITION - CAP	495.00	MH	10,720	
UNLOAD BALLAST - ADDITION - CAP	414.70	MH	8,438	
UNLOAD CROSS TIES - ADDITION - CAP	158.40	MH	3,223	
UNLOAD OTM - ADDITIONAL - CAP	394.90	MH	8,035	
UNLOAD RAIL - ADDITION - CAP	248.60	MH	5,058	
UNLOAD TURNOUT - ADDITION - CAP	326.70	MH	6,647	
WORK TRAIN - BALLAST - ADDITION - CAP	187.50	MH	7,075	
WORK TRAIN - PICKUP RAIL	147.00	MH	5,547	
WORK TRAIN - PICKUP TIES	270.00	MH	10,188	
WORK TRAIN - UNLOAD CROSS TIES - REPLACEMENT	163.50	MH	6,169	
WORK TRAIN - UNLOAD RAIL	148.50	MH	5,603	
PAYROLL ASSOCIATED COSTS			400,112	
EQUIPMENT EXPENSES			262,272	
DA LABOR OVERHEADS			446,587	
PERDIEM EXPENSES			198,667	
INSURANCE EXPENSES			78,206	

TOTAL LABOR COST

1,881,851 1,881,851

MATERIAL

ANCHOR, RAIL, UNIT, 6" BASE	7862.00	EA	**	8,256
BALLAST, FROM NEWBERRY, CA.	(NC, SC) 5940.00	MT	**	66,825

CHIPS, NEWBERRY	238.00	NT **	2,678
PLATE, TIE, 6 IN BASE, DS	7862.00	EA **	48,116
RAIL, 136 LB NEW WELDED :STANDARD CARBON	12776.00	LF **	188,958
ROD, CONNECTING, W/SHOULDER BOLT 6 FT	2.00	EA **	277
SPIKE, TRACK, 5/8 X 6-IN. 241 PER KEG	62897.00	EA **	18,870
STD, SWITCH, HI, W/TRI_HND, TARGET, * NO CONN	2.00	EA **	1,887
TIE, TRK, 10', PRE-PLATED, PANDROL, 6", SQ HOLE	82.00	EA **	7,285
TIE, TRK, GRADE 5, TREATED, HARDWOOD, 8.5 FT	3931.00	EA **	148,160
TURNOUT, 136-11 RH MANUAL SFG FROG 19.6 FT:	2.00	EA **	103,944
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	64.00	KT **	3,392
CONC 136 08-SEC WITH FILLER FOR WOOD	128.00	ET **	16,896
MATERIAL HANDLING			30,770
ONLINE TRANSPORTATION			69,750
USE TAX			53,413
OFFLINE TRANSPORTATION			2,536
TOTAL MATERIAL COST			772,013
*****			772,013
OTHER			

CRANE RENTAL WITH OPERATOR	69.00	DAY	172,500
FRONT END LOADER WITH OPERATOR	138.00	DAY	345,000
HERZOG BALLAST TRAIN	1.00	LS	11,000
TOTAL OTHER ITEMS COST			528,500
SUBTOTAL			3,182,364
LESS CREDIT FOR SALVAGED MATERIAL			-51,865
PROJECT SUBTOTAL			3,130,499
CONTINGENCIES			503,996
BILL PREPARATION FEE			18,173
GROSS PROJECT COST			3,652,668
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			3,652,668

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY
EHPM ESTIMATE FOR
CALTRANS

LOCATION: BUENA PARK

DETAILS OF ESTIMATE

PLAN ITEM: 000082945

VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

SIGNAL COST ESTIMATE FOR SIGNAL WORK ASSOCIATED WITH MULTI PHASE SHOOPLY TRACK AND DETOUR ROAD, WITH EVENTUAL GRADE SEPARATION AT VALLEY VIEW BLVD, I/S-7600, MP. 153 TO MP. 161, SO. CALIFORNIA DIV., SAN BERNARDINO SUDDIV. THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSE ONLY. THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS, DETAILED AND ACCURATE MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED. CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD. THIS ESTIMATE GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR MATERIAL, LABOR, AND OVERHEADS.
***** SIGNAL WORK ONLY *****
CALTRANS IS FUNDING 100% OF THIS PROJECT.
MAINTAIN PROPRIETARY CONFIDENTIALITY

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

ELECTRICAL LABOR F/POWER TRANS SYS	108.0 MH	2,553	
PLACE FIELD WELDS - CAP	34.88 MH	767	
PLACE RAIL - CAP	17.44 MH	365	
SIGNAL ENGINEERING	40.0 MH	1,501	
SIGNAL FIELD LABOR - CAP	4424.0 MH	107,573	
SIGNAL SHOP LABOR - CAP	168.0 MH	3,797	
PAYROLL ASSOCIATED COSTS		94,023	
EQUIPMENT EXPENSES		29,183	
DA LABOR OVERHEADS		104,943	
PERDIEM		36,205	
INSURANCE EXPENSES		18,377	
TOTAL LABOR COST		399,287	399,287

MATERIAL			

PLUG-RAIL 136-40-N	2.0 BA	2,215	
WBLDKIT-N	4.0 KT	212	
4" PVC SCH-80 CONDUIT	200.0 FT	776	
ADDITIONAL CONCRETE	1.0 LS	1,050	
ADDITIONAL GATE FOUNDATIONS	1.0 LS	872	
BATTERY	1.0 BA	9,140	
BUNGALOW 6X8	1.0 BA	5,973	
BUNGALOW MATERIAL	1.0 LS	10,250	
CABLE	1.0 BA	6,500	
CANTILEVER COMPLETE	4.0 BA	38,000	
CHARGER	1.0 BA	1,326	
ELECTRICAL MTRL	2.0 BA	3,700	
FIELD MATERIAL	1.0 LS	10,946	
GATE KEEPER	4.0 BA	7,024	
GATE MECH. MODEL 95 COMPLETE	4.0 BA	20,220	
GAURD RAIL DUAL	4.0 BA	2,580	
HXP3R2 SYSTEM	1.0 BA	18,713	
MISC. MATERIAL	1.0 BA	3,000	
RECORDER	1.0 BA	1,838	
RTU CELLULAR MONITOR	1.0 BA	1,818	
SIGNAL END PSO	1.0 LS	8,188	
SW, LOCK MATERIAL COMPLETE	1.0 LS	28,662	
TRAFFIC INTERCONNECT BOX W/RELAY	1.0 LS	758	
MATERIAL HANDLING		120	
USE TAX		15,936	
OFFLINE TRANSPORTATION		2,302	
TOTAL MATERIAL COST		202,119	202,119

OTHER			

AC SERVICE	1.0 LS	15,000	
CONTRACT ENGR	1.0 EA	49,423	

CONTRACTED DIRECTIONAL BORING	1.0 LS	12,000	
EQUIPMENT RENTAL FOR SUPV. TRUCK	5.0 DAY	250	
FILL DIRT	20.0 CY	500	
MACHINE RENTAL	1.0 LS	16,432	
SOFTWARE	1.0 LS	30,000	
TOTAL OTHER ITEMS COST		123,605	123,605
PROJECT SUBTOTAL			725,011
CONTINGENCIES			145,002
BILL PREPARATION FEE			4,351
GROSS PROJECT COST			874,364
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			874,364

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of the Valley View Underpass in Santa Fe Springs, CA.
- **1.01.02** No work will be commenced within the BNSF right-of-way until each of the prime contractors employed in connection with said work have executed and delivered to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Mr. Donald Jensen
Director of Public Works
City of Santa Fe Springs
11710 Telegraph Rd
Santa Fe Springs, CA 90670-3679

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify the City of Santa Fe Springs at 562-868-0511 and Railway's Manager Public Projects, telephone number 909-386-4472 at least thirty (30) calendar days before commencing any work

on Railway Property or within fifty (50) feet of BNSF tracks or when requesting a BNSF flagman in accordance with the requirements of this exhibit. Contractors notification to Railway must refer to Railroad's file: Ranchero Road Underpass.

- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway four sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing not included in the contract plans and two sets of structural calculations (in English units) of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. Additionally, Contractor must submit for approval two (2) copies of a professionally engineered demolition plan to the BNSF Structures Department (913) 551-4178. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.
- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.contractororientation.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency. The Contractor shall be responsible for all damages caused by interruption of railroad operations.
- **1.03.02** The Contractor must notify the Railway's Division Superintendent Mark Kirschinger at (909) 386-4150 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:

- 15' Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - 25' Horizontally from centerline of nearest track
 - 23'-3 1/2" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the City of Santa Fe Springs and must not be undertaken until approved in writing by the Railway, and until the City of Santa Fe Springs has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by City of Santa Fe Springs for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.contractororientation.com, which will be made available to Railway

prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services on railroad property under this Agreement.

The background screening shall at a minimum meet the criteria defined by the e-RAILSAFE program outlined at <http://www.e-railsafe.com> in addition to any other applicable regulatory requirements. The e-RAILSAFE program uses rail industry background screening standards.

Contractor shall obtain consent from all employees screened in compliance with the e-RAILSAFE program criteria to release completed background information to BNSF. Contractor shall be subject to periodic audit to ensure compliance.

Contractor shall not permit any of its employees, subcontractors or agents to perform services on property hereunder who are not approved under e-RAILSAFE program standards. Railroad shall have the right to deny entry onto its premises to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth for the e-RAILSAFE program or who pose a threat, in Railroad's reasonable opinion, to the safety or security of Railroad's operations.

Contractors shall ensure its employees, subcontractors and agents are United States citizens or legally working in this country under a work VISA.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's Roadmaster (telephone 760-386-4730) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.
 - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
 - **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 - **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
- **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to

protect Railway Property and operations, if deemed necessary by the Railways Representative.

- **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- **1.05.03c** The cost of flagger services provided by the Railway will be borne by the (City of Santa Fe Springs). The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
- **1.05.03d** The average train traffic on this route is 42 freight trains per 24-hour period at a timetable speed 50 MPH and 28 passenger trains at a timetable speed of 79 MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railroad's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly

weapons in their possession while working on Railway's Property.

- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.contractororientation.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railroad's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILROAD'S REPRESENTATIVE.**
- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact BNSF's Field Engineering Representative (Greg Rousseau, 909-386-4079). All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St _____ 2. Date: _____ Time: _____
County: _____ 3. Temperature: _____ 4. Weather _____
(if non-Railway location)
5. Social Security # _____
6. Name (last, first, mi) _____
7. Address: Street: _____ City: _____ St. _____ Zip: _____
8. Date of Birth: _____ and/or Age _____ Gender: _____
(if available)
9. (a) Injury: _____ (b) Body Part: _____
(i.e. (a) Laceration (b) Hand)
11. Description of Accident (To include location, action, result, etc.): _____
12. Treatment:
? First Aid Only
? Required Medical Treatment
? Other Medical Treatment
13. Dr. Name _____ 30. Date: _____
14. Dr. Address:
Street: _____ City: _____ St: _____ Zip: _____
15. Hospital Name: _____
16. Hospital Address:
Street: _____ City: _____ St: _____ Zip: _____
17. Diagnosis: _____

**FAX TO
RAILWAY AT (817) 352-7595
AND COPY TO
RAILWAY ROADMASTER FAX**

EXHIBIT "C-1"

**Agreement
Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR**

BNSF RAILWAY COMPANY
Attention: Manager Public Projects

Railway File: Valley View Underpass, Santa Fe Springs, CA
Agency Project: _____

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract") dated _____, 2010, with the City of Santa Fe Springs for the performance of certain work in connection with the following project: Construction of the Valley View Underpass in Santa Fe Springs, CA. Performance of such work will necessarily require contractor to enter BNSF RAILWAY COMPANY ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for the City of Santa Fe Springs (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Contract, has agreed and does hereby agree with Railway as follows:

Section 1. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner

connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railroad to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILROAD FOR RAILROAD'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

Section 2. TERM

This Agreement is effective from the date of the Contract until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

Section 3. INSURANCE

Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by the contractor. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limit to the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Railroad.
- Additional insured endorsement in favor of and acceptable to Railroad.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railroad.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Railroad employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

- B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railroad.
- Additional insured endorsement in favor of and acceptable to Railroad.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railroad.

- C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railroad.

- D. Railroad Protective Liability insurance naming only the Railroad as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy Shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the Railroad prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to contractor.

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against Railroad for all claims and suits against Railroad. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railroad for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against Railroad for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor is not allowed to self-insure without the prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all Railroad liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor must furnish to Railroad an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. Upon request from Railroad, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

Ebix BPO
PO Box 12010-BN
Hemet, CA 92546-8010
Fax number: 951-652-2882
Email: bnsf@ebix.com

Any insurance policy must be written by a reputable insurance company acceptable to Railroad or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this Agreement has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this Agreement. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming Railroad as an additional insured, and requiring that the subcontractor release, defend and indemnify Railroad to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify Railroad herein.

Failure to provide evidence as required by this section will entitle, but not require, Railroad to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad will not be limited by the amount of the required insurance coverage.

For purposes of this section, Railroad means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

Section 4. EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Contract, and the Contractor Requirements set forth on Exhibit "C" attached to the Contract and this Agreement, , including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

Section 5. TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service

and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay are currently \$382.20 per hour per incident. **THE RATE THEN IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF TRAIN DELAY PURSUANT TO THIS AGREEMENT.**

Contractor and its subcontractors must give Railway's representative (Greg Rousseau, 909-386-4079) four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us.

(Contractor)

BNSF Railway Company

By: _____
Printed Name: _____
Title: _____

By: _____
Name: _____
Manager Public Projects

Contact Person: _____
Address: _____

Accepted and effective this ____ day of 20__.

City: _____ State: _____ Zip: _____
Fax: _____
Phone: _____
E-mail: _____

EXHIBIT "D"

ESTIMATED TOTAL PROJECT COST
VALLEY VIEW AVENUE UNDERPASS PROJECT
CITY OF SANTA FE SPRINGS

Work to be Done by Cities:

- | | |
|-------------------------------|---------------------|
| • Civil Construction Contract | \$ 35,000,000 |
| • Right of Way Acquisition | \$ 3,500,000 |
| • Design & Engineering Cost | \$ 450,000 |
| • Management Cost | <u>\$ 3,050,000</u> |

Total Cost of Work by Cities	\$ 42,000,000
------------------------------	---------------

Work to be Done by BNSF:

- | | |
|---------------|---------------------|
| • Track Work | \$ 3,653,000 |
| • Signal | \$ 875,000 |
| • Engineering | <u>\$ 2,323,000</u> |

Total Cost of Work by BNSF	<u>\$ 6,851,000</u>
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Estimated Total Project Cost	\$ 48,851,000
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EXHIBIT "E"

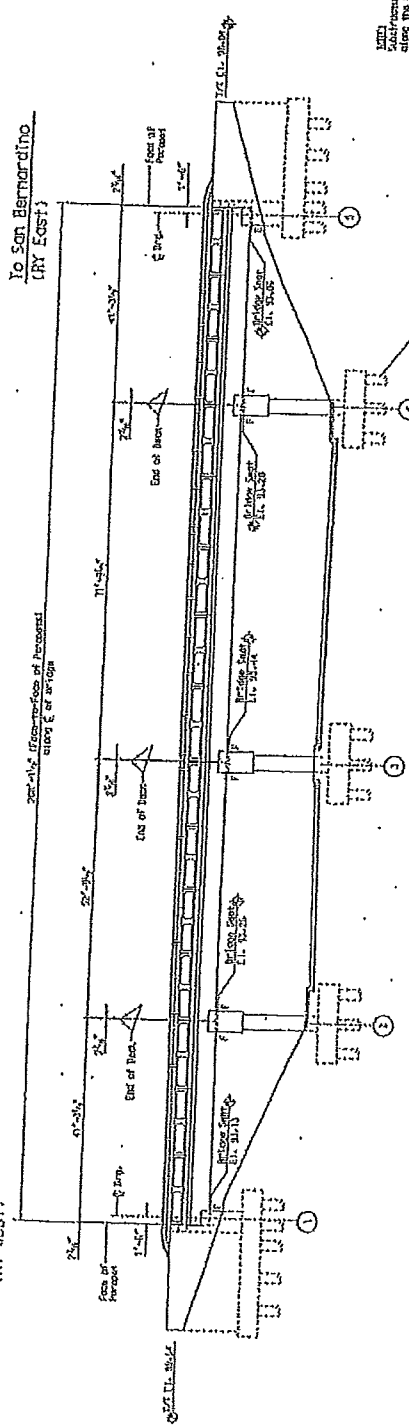
UNDERPASS AGREEMENT
VALLEY VIEW AVENUE UNDERPASS
BRIDGE & ROADWAY PLANS

- Bridge General Plan
- Temporary Detour Roadway Plan
- Plan & Profile (Sheet 1 of 3)
- Plan & Profile (Sheet 2 of 3)
- Plan & Profile (Sheet 3 of 3)

To Los Angeles
(BY WEST)

To San Bernardino
(BY EAST)

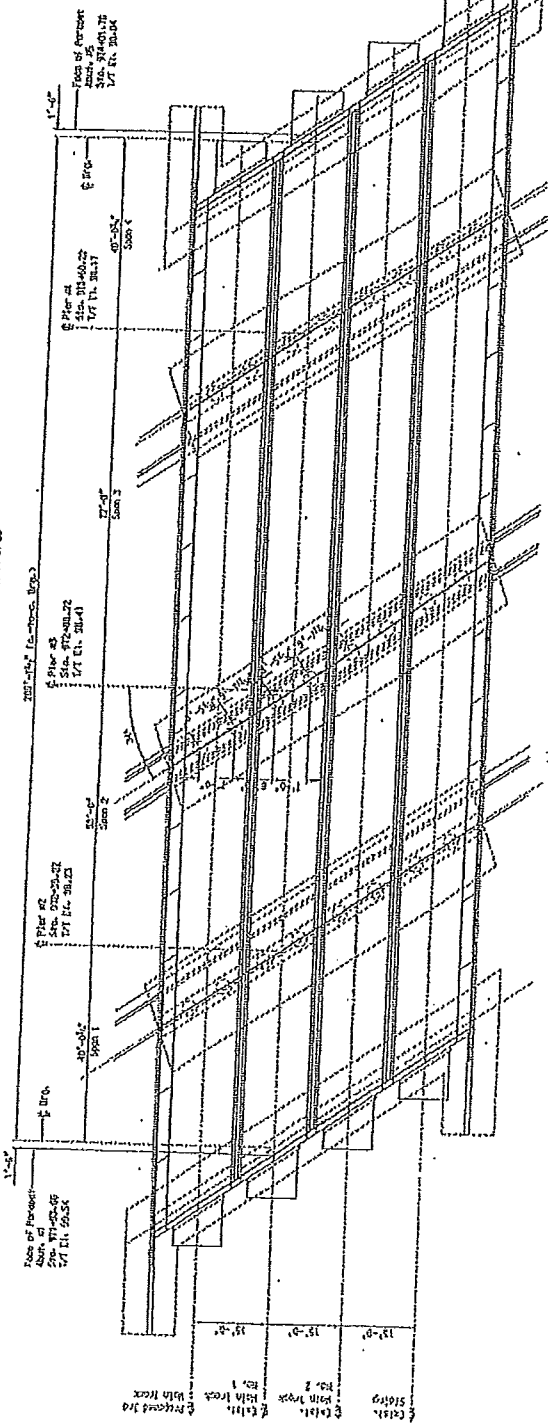
20'-0" Elevation of Personnel
along E of bridge



NOTE:
Substructure elevations are shown
along the E of the bridge at right angles.

ELEVATION

Location at North or South side of bridge
bearing not shown, see sheet 14 of 15



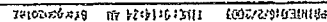
Bridge General Plan

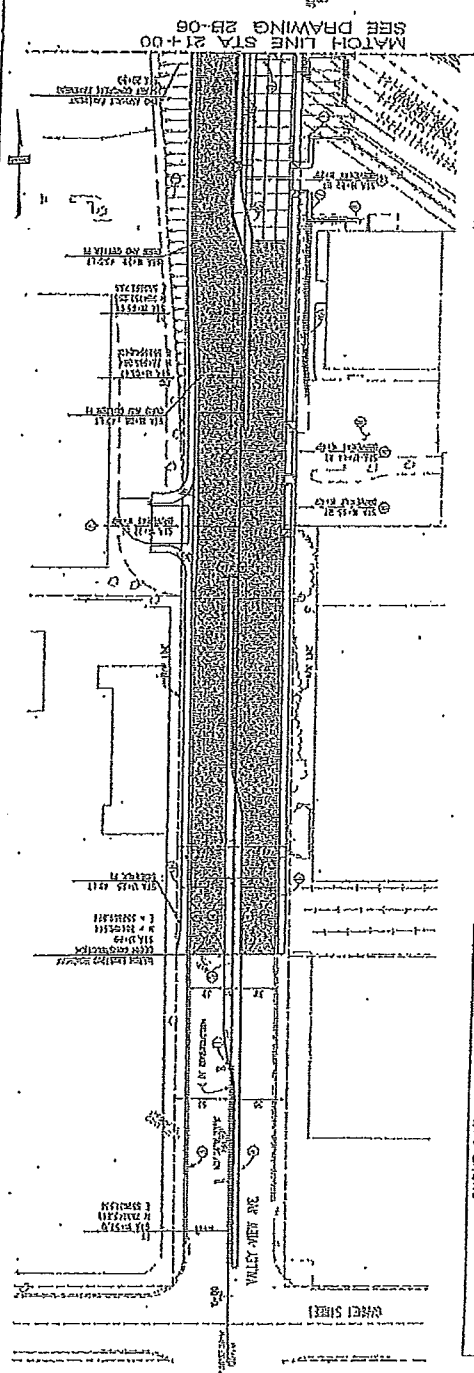
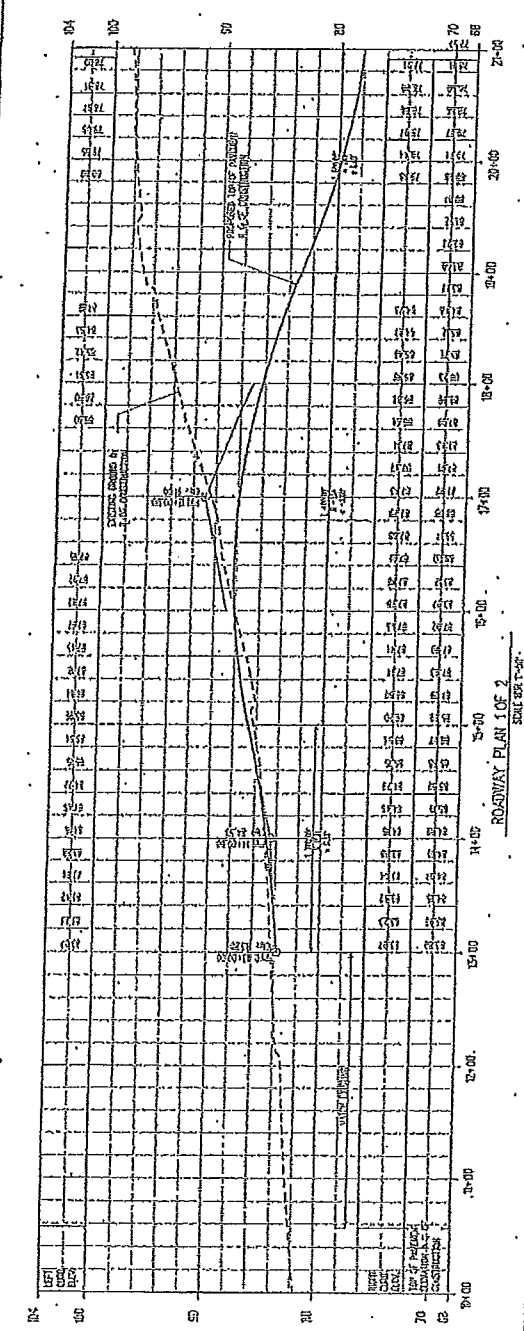
FOR PLAN REVIEW ONLY - 100%

LA BRIDGE NO. 15B-41
VALLEY VIEW BRIDGE
GENERAL PLAN & ELEVATION
PLAN NO. 1

DATE: 10/1/52
BY: J. W. WILSON
CHECKED: J. W. WILSON
APPROVED: J. W. WILSON

ENGINEER: J. W. WILSON
KANSAS CITY, MO.





CURVE DATA			
STATION	PC	PT	END
13+00	13+00	13+00	13+00
14+00	14+00	14+00	14+00
15+00	15+00	15+00	15+00
16+00	16+00	16+00	16+00
17+00	17+00	17+00	17+00
18+00	18+00	18+00	18+00
19+00	19+00	19+00	19+00
20+00	20+00	20+00	20+00
21+00	21+00	21+00	21+00

ROADWAY PLAN OF 2
SHEET 1 OF 2

CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.
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8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.

GENERAL NOTES CONT'D

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.
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8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.

Roadway Plan and Profile Sheet 1 of 3

SCALE 1" = 40'

SCALE 1" = 10'

CITY OF SANTA FE SPECIFICATIONS

VALLEY VIEW GRADE SEPARATION

VALLEY VIEW PLAN AND PROFILE

1 OF 2

DATE: 10/1/00

BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.

3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.

4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.

5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.

6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.

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8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.

9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.

10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE SPECIFICATIONS.

AMENDMENT

This AMENDMENT executed to be effective as of this 15 day of October, 2008 ("Effective Date"), by and between BNSF RAILWAY COMPANY, a Delaware corporation, hereinafter referred to as "BNSF" and the CITIES OF SANTA FE SPRINGS and LA MIRADA, a corporate and political bodies in the State of California, hereinafter referred to as "CITIES." All lettered exhibits are incorporated and made a part of this AGREEMENT by reference and attachment regardless of designation or alphabetical order.

RECITALS:

BNSF and CITIES are parties to an agreement "Valley View Underpass", dated March 26th of 2007 identified in BNSF's records as BNSF Contract No. BF 44796 ("Original Agreement"), which covers the construction of Valley View Ave Underpass in Santa Fe Springs and La Mirada under and across BNSF's "Rail Corridor" and tracks in the Cities of Santa Fe Springs and La Mirada and County of Los Angeles, California, hereinafter to be referred to as "STRUCTURE".

BNSF and CITIES desire to amend the Original Agreement to re-estimate the construction of the STRUCTURE.

The parties hereto agree to amend the Original Agreement as follows:

AGREEMENT

IN CONSIDERATION of the premises, it is mutually agreed that the Original Agreement is hereby supplemented and amended as follows:

1. "Exhibit B – Cost of Railroad Work" of the Original Agreement is replaced with the attached "Exhibit B – Cost of Railroad Work"
2. "Exhibit B – Signal" of the Original Agreement is replaced with the attached "Exhibit B – Signal"
3. "Exhibit B – Track" of the Original Agreement is replaced with the attached "Exhibit B – Track"
4. "Exhibit B – Engineering" of the Original Agreement is replaced with the attached "Exhibit B – Engineering"
5. The attached "Exhibit D" is added to the Original Agreement
6. Article IV Joint Obligations Section 6 is deleted in its entirety and replaced with the following:

6. BNSF will contribute not less than 5% (hereinafter referred to as "BNSF Share") towards the total theoretical structure of all right-of-way and construction costs of the Project. "BNSF's Share" of the estimated cost, shall be in the amount of \$2,928,275. BNSF Share will be based on the theoretical structure costs for right-of-way and construction within the following limits;

(a) Where a grade crossing is eliminated by grade separation, the structure and approaches required to transition to a theoretical highway profile which would have been constructed if there were no railroad present, for the number of lanes on the existing highway and in accordance with the current design standards of the appropriate state highway agency; and

(b) Where another facility, such as a highway or waterway, requiring a bridge structure is located within the limits of a grade separation project, the estimated cost of a theoretical structure and approaches as described in 23 CFR 646.210(–)(1) to eliminate the railroad-highway grade crossing without considering the presence of the waterway or other highway.

Additionally, it is anticipated that local, state and federal funds will be used in the construction of the Project. The total cost of the Project, including right-of-way and construction, is presently estimated to be \$75,177,000 more particularly described (together with BNSF Share) on Exhibit D attached hereto and incorporated herein.

7. Unless otherwise provided herein, all capitalized and/or defined terms herein shall have the same meaning given to such capitalized and/or defined terms in the Original Agreement.
8. Except as amended hereby, all of the terms and provisions of the Original Agreement are hereby reaffirmed and remain in full force and effect. In the event there is a conflict between the terms and provisions of the Original Agreement and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.
9. This Amendment may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Amendment may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By DLF 10/8/08

Printed Name: David Freeman

Title: VP Engineering

WITNESS:

Title:

CITY OF SANTA FE SPRINGS

By Shirley Latham

Printed Name: Shirley L. Latham

Title: City Manager

WITNESS:

Title:

APPROVED AS TO FORM:

By _____

Title:

CITY OF LA MIRADA

By Andrea M. Travis

Printed Name: Andrea M. Travis

Title: City Manager

WITNESS:

Title:

APPROVED AS TO FORM:

By _____

Title:

EXHIBIT B

COST OF RAILROAD WORK VALLEY VIEW AVE UNDERPASS CITY OF SANTA FE SPRINGS

Work to be Done by BNSF:

• Track Work	\$ 3,717,873
• Signal	\$ 925,738
• Engineering	<u>\$ 2,259,153</u>

Total Cost of Work by BNSF	<u>\$ 6,902,764</u>
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EXHIBIT B – Signal/Track/Engineering

(PLEASE SEE ATTACHED EXHIBIT Bs)

EXHIBIT B - SIGNAL

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY
EHPM ESTIMATE FOR
CALTRANS

LOCATION BUENA PARK	DETAILS OF ESTIMATE	PLAN ITEM: 000082945	VERSION: 1
PURPOSE, JUSTIFICATION AND DESCRIPTION			

SIGNAL COST ESTIMATE FOR SIGNAL WORK ASSOCIATED WITH MULTI PHASE SHOOFLY TRACK AND DETOUR ROAD, WITH EVENTUAL GRADE SEPARATION AT VALLEY VIEW BLVD. L/S-7600, MP. 158 TO MP. 161, SO. CALIFORNIA DIV., SAN BERNARDINO SUDDIV,

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSE ONLY. THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS, DETAILED AND ACCURATE MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED. CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD. THIS ESTIMATE GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR MATERIAL, LABOR, AND OVERHEADS.

***** SIGNAL WORK ONLY *****

CALTRANS IS FUNDING 100% OF THIS PROJECT.

MAINTAIN PROPRIETARY CONFIDENTIALITY

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

ELECTRICAL LABOR F/POWER TRANS SYS	108.0 MH	2,603	
PLACE FIELD WBLDS - CAP	34.88 MH	792	
PLACE RAIL - CAP	17.44 MH	391	
SIGNAL ENGINEERING	40.0 MH	1,501	
SIGNAL FIELD LABOR - CAP	4424.0 MH	109,722	
SIGNAL SHOP LABOR - CAP	168.0 MH	3,873	
PAYROLL ASSOCIATED COSTS		96,291	
EQUIPMENT EXPENSES		30,905	
DA LABOR OVERHEADS		118,882	
INSURANCE EXPENSES		19,018	
TOTAL LABOR COST		383,978	383,978

MATERIAL			

PLUG RAIL, GENERIC, INSULATED, BONDED, 40 FT, FOR	2.0 EA **	2,274	
WBLDKIT, GENERIC FOR ALL RAIL WEIGHTS	4.0 KT **	225	
4" PVC SCH-80 CONDUIT	200.0 FT N	776	
ADDITIONAL CONCRETE	1.0 LS N	1,050	
ADDITIONAL GATE FOUNDATIONS	1.0 LS N	970	
BATTERY	1.0 EA N	9,140	
BUNGALOW 6X8	1.0 EA N	10,612	
BUNGALOW MATERIAL	1.0 LS N	10,250	
CABLE	1.0 EA N	9,750	
CANTILEVER COMPLETE	4.0 EA N	68,000	
CELLULAR MONITOR	1.0 EA N	2,500	
CHARGER	1.0 EA N	1,326	
ELECTRICAL MTRL	2.0 EA N	3,700	
FIELD MATERIAL	1.0 LS N	10,946	
GATE KEEPER	4.0 EA N	7,100	
GATE MECH.	4.0 EA N	28,972	
GAURD RAIL DUAL	4.0 EA N	2,580	
HXP3R2 SYSTEM	1.0 EA N	23,429	
MISC. MATERIAL	1.0 EA N	3,000	
RECORDER	1.0 EA N	2,220	
SIGNAL END PSO	1.0 LS N	8,188	
SW. LOCK MATERIAL COMPLETE	1.0 LS N	28,662	
TRAFFIC INTERCONNECT BOX W/RELAY	1.0 LS N	758	
MATERIAL HANDLING		124	
USE TAX		20,508	
OFFLINE TRANSPORTATION		2,967	
TOTAL MATERIAL COST		260,027	260,027

OTHER

AC SERVICE
CONTRACT ENGR.
CONTRACTED DIRECTIONAL BORING
EQUIPMENT RENTAL FOR SUPV. TRUCK
FILL DIRT
MACHINE RENTAL
SOFTWARE

1.0 LS N	15,000
1.0 EA N	49,423
1.0 LS N	12,000
5.0 DAY N	250
20.0 CY N	500
1.0 LS N	16,432
1.0 LS N	30,000

TOTAL OTHER ITEMS COST

123,605	123,605
---------	---------

PROJECT SUBTOTAL
CONTINGENCIES

767,610

153,522

BILL PREPARATION FEE

4,606

GROSS PROJECT COST
LESS COST PAID BY BNSF

925,738

0

TOTAL BILLABLE COST

925,738

EXHIBIT B - ENGINEERING

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY
FPM ESTIMATE FOR
SANTA FE SPRINGS

LOCATION LA MIRADA TO BUENA PARK

DETAILS OF ESTIMATE

PLAN ITEM: 000083370

VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

ENGINEERING COSTS FOR THE CONSTRUCTION OF A GRADE SEPARATION SHOOLY AT VALLEY VIEW AVE., M.P. 158.4, SAN
BERNARDINO SUBDIVISION, SOUTHERN CALIFORNIA DIVISION.

RFA NO. 96-016-06

AUTHORITY NO. 7-XXXX-06

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

ENGINEERING - PLACE PUBLIC CROSSING	2520.0 MH	109,318	
ENGINEERING - PLACE PUBLIC CROSSING	2520.0 MH	98,936	
ENGINEERING - PLACE PUBLIC CROSSING	2520.0 MH	76,810	
FLAGGING - OTHER R.O.W.- CAP	2100.0 MH	45,669	
PAYROLL ASSOCIATED COSTS		267,892	
EQUIPMENT EXPENSES		85,988	
DA LABOR OVERHEADS		330,733	
INSURANCE EXPENSES		52,915	
TOTAL LABOR COST		1,068,261	1,068,261

MATERIAL			

TOTAL MATERIAL COST		0	0

OTHER			

BUDGET MONITORING	18.0 MO	90,000	
CONSTRUCTION MANAGEMENT	18.0 MO	450,000	
MISCELLANEOUS GRADING	1.0 LS	80,000	
PERMITTING	1.0 LS	25,000	
SURVBY / TESTING	1.0 LS	100,000	
UTILITIES	1.0 LS	60,000	
TOTAL OTHER ITEMS COST		805,000	805,000
PROJECT SUBTOTAL			1,873,261
CONTINGENCIES			374,652
BILL PREPARATION FEE			11,240
GROSS PROJECT COST			2,259,153
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			2,259,153

EXHIBIT B - TRACK

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY
RPM ESTIMATE FOR
SANTA FE SPRINGS

LOCATION LA MIRADA TO BUENA PARK	DETAILS OF ESTIMATE	PLAN ITEM: 000082856	VERSION: 1
----------------------------------	---------------------	----------------------	------------

PURPOSE, JUSTIFICATION AND DESCRIPTION

CONSTRUCTION OF A GRADE SEPARATION SHOOLY AT VALLEY VIEW AVE., M.P. 158.4, SAN BERNARDINO SUBDIVISION, SOUTHERN CALIFORNIA DIVISION AS FOLLOWS:

1. LINE EXISTING TRACK TO SHOOLY AND BACK TO ORIGINAL LOCATION.
 - * 954 TF M.T. NO. 1
 - * 954 TF M.T. NO. 2
2. CONSTRUCT AND REMOVE 136# CWR ON WOOD TIES W/ OTM.
 - * 1,694 TF SHOOLY NO. 1
 - * 1,694 TF SHOOLY NO. 2
3. REMOVE AND REPLACE TRACK (SEPARATION LIMITS) WITH NEW 136# CWR ON WOOD TIES W/ OTM.
 - * 1,000 TF SIDING NO. 4
 - * 1,000 TF M.T. NO. 1
4. RAISE TRACK - AVERAGE RAISE 6"
 - * 2,400 TF M.T. NO. 1
 - * 2,400 TF M.T. NO. 2
5. PLACE TEMPORARY ROAD CROSSING AND REMOVE AFTER PROJECT IS COMPLETE.
 - * 128 LF TOTAL CONCRETE TEMPORARY CROSSING ACROSS 2 TRACKS (136# RAIL)

REA NO. 96-015-06 AUTHORITY NO. 7-XXXX-06.

* 1,000 TF M.T. NO. 2

6. CONSTRUCT AND REMOVE 1-#11-136# RH HOEL CROSSOVER AT M.P. 158.9.

DESCRIPTION	QUANTITY U/M	COST	TOTALS

LABOR			

ADJUST RAIL/OTM	1512.5 MH	33,078	
DISTRIBUTE CROSS TIES - ADDITIONAL - CAP	158.4 MH	3,465	
FLAGGING - GRADING - CAP	2078.75 MH	45,207	
LINEOVER TRACK - OPER	3077.8 MH	67,310	
MAINTAIN EQUIP - BALLAST - ADDITIONAL - CAP	112.5 MH	2,891	
MAINTAIN EQUIP - PLACE RAIL/OTM - CAP	1383.75 MH	35,557	
MOBILIZATION - PLACE RAIL - CAP	154.0 MH	3,222	
PICKUP CROSS TIES - REPLACED	396.0 MH	8,661	
PICKUP RAIL - NOT REPLACED	322.3 MH	7,049	
PLACE CROSS TIES - CAP	2182.4 MH	47,728	
PLACE FIELD WELDS - CAP	770.0 MH	17,817	
PLACE PUBLIC CROSSING - CAP	645.7 MH	14,122	
PLACE RAIL/OTM - CAP	3219.7 MH	70,413	
PLACE TURNOUT	1452.0 MH	31,755	
REMOVE CROSS TIES	951.5 MH	20,809	
REMOVE PUBLIC CROSSING	322.3 MH	7,049	
REMOVE RAIL/OTM - REPLACED	773.3 MH	16,912	
REMOVE/PICKUP TURNOUT	326.7 MH	7,145	
SURFACE TRACK - ADDITION - CAP	495.0 MH	11,528	
UNLOAD BALLAST - ADDITION - CAP	414.7 MH	9,070	
UNLOAD CROSS TIES - ADDITION - CAP	158.4 MH	3,465	
UNLOAD OTM - ADDITIONAL - CAP	394.9 MH	8,637	
UNLOAD RAIL - ADDITION - CAP	248.6 MH	5,437	
UNLOAD TURNOUT - ADDITION - CAP	326.7 MH	7,145	
WORK TRAIN - BALLAST - ADDITION - CAP	187.5 MH	7,952	
WORK TRAIN - PICKUP RAIL	147.0 MH	6,235	
WORK TRAIN - PICKUP TIES	270.0 MH	11,451	
WORK TRAIN - UNLOAD CROSS TIES - REPLACEMENT	163.5 MH	6,934	
WORK TRAIN - UNLOAD RAIL	148.5 MH	6,298	
PAYROLL ASSOCIATED COSTS		424,701	
EQUIPMENT EXPENSES		277,886	
DA LABOR OVERHEADS		524,342	
INSURANCE EXPENSES		83,880	
TOTAL LABOR COST		1,835,151	1,835,151

MATERIAL

ANCHOR RAIL UNIT. 6" BASR

7862.0 RA **

9.907

F-49

CHIPS, NEWBERRY (NC, SC)	238.0 NT **	1,250	
PLATE, TIE, 6 IN BASE, DS	7862.0 EA **	56,057	
RAIL, 136 LB NEW WELDED ;STANDARD CARBON	12776.0 LF **	217,192	
ROD, CONNECTING, W/SHOULDER BOLT 6 FT	2.0 EA **	277	
SPIKE, TRACK, 5/8 X 6-IN. 241 PER KEG	62897.0 EA **	23,901	
STD, SWITCH, HI, W/TRI_HND, TARGET, * NO	2.0 EA **	2,001	
TIE, TRK, 10', PRE-PLATED, PANDROL, 6", SQ HOLE	82.0 EA **	7,630	
TIE, TRK, GRADE 5, TREATED, HARDWOOD, 8.5 FT	3931.0 EA **	166,125	
TURNOUT, 136-11 RH MANUAL SFG FROG 19.6 FT	2.0 BA **	108,896	
WELDKIT, GENERIC FOR ALL RAIL WRIGHTS	64.0 KT **	3,596	
CONC 136 08-SEC WITH FILLER FOR WOOD	128.0 FT **	21,031	
MATERIAL HANDLING		35,098	
ONLINE TRANSPORTATION		69,750	
USE TAX		60,924	
OFFLINE TRANSPORTATION		2,840	
TOTAL MATERIAL COST		870,705	870,705

OTHER			

CRANE RENTAL WITH OPERATOR	69.0 DAY	172,500	
FRONT END LOADER WITH OPERATOR	138.0 DAY	345,000	
HERZOG BALLAST TRAIN	1.0 LS	11,000	
TOTAL OTHER ITEMS COST		528,500	528,500
SUBTOTAL			3234356
LESS CREDIT FOR SALVAGED MATERIAL			-51865
PROJECT SUBTOTAL			3,182,491
CONTINGENCIES			516,883
BILL PREPARATION FEE			18,497
GROSS PROJECT COST			3,717,873
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			3,717,873

EXHIBIT "D" REVISED

ESTIMATED TOTAL PROJECT COST VALLEY VIEW AVENUE UNDERPASS PROJECT CITY OF SANTA FE SPRINGS

Work to be Done by Cities:

• Civil Construction Contract	\$ 47,925,508
• Right of Way Acquisition	\$ 10,640,000
• Design & Engineering	\$ 1,166,000
• Project Management	\$ 1,830,000
• Construction Management	\$ 2,900,000
• Contingencies	<u>\$ 3,812,729</u>

Total Cost of Work by Cities

\$ 68,274,237

Work to be Done by BNSF:

• Track Work	\$ 3,717,873
• Signal	\$ 925,738
• Engineering	<u>\$ 2,259,153</u>

Total Cost of Work by BNSF

\$ 6,902,764

Revised Estimated Total Project Cost:

\$ 75,177,001



City of Santa Fe Springs

City Council Meeting

July 10, 2012

NEW BUSINESS

Replacement of Heating and Air Conditioning Units at Various City Facilities - Final Progress Payment

RECOMMENDATION

That the City Council approve the Final Progress Payment (less 5% Retention) to Precision Air Conditioning and Mechanical, Inc. in the amount of \$84,821.87 for the subject project.

BACKGROUND

At the City Council meeting of January 26, 2012, the Council awarded a contract to Precision Air Conditioning and Mechanical, Inc. in the amount of \$149,879.73 to replace 26 heating and air conditioning (HVAC) units at various city facilities.

Funding for this project included an Energy Efficiency and Conservation Block Grant of \$95,067 from the California Energy Commission. The City Council approved an appropriation for \$78,411 for the balance of the project cost.

The attached payment detail represents the Final Progress Payment (less 5% Retention) due per terms of the contract for the work which has been completed and found to be satisfactory. The final construction cost is \$175,403.73 and sufficient funds are available to cover the additional costs.



Thaddeus McCormack
City Manager

Attachment(s):

Progress Payment Detail

Payment Detail
Replacement of Heating and Air Conditioning Units at Various Facilities

Contractor: Precision Air Conditioning and Mechanical, Inc.
PO Box 8488
Long Beach, CA 90808

Item No.	Description	Contract		Total	Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Quantity	Amount	Quantity	Amount
1	Municipal Services Yard-Police Services	1	L.S.	\$4,420.99		\$		\$
2	Municipal Services Yard-Police Services	1	L.S.	\$4,625.39		\$		\$
3	Municipal Services Yard-Police Services	1	L.S.	\$4,226.39		\$		\$
4	Heritage Park, Ranger Station	1	L.S.	\$4,686.39		\$		\$
5	Heritage Park, Carriage Barn-West	1	L.S.	\$5,912.79		\$		\$
6	Heritage Park-Carriage Barn-East	1	L.S.	\$5,912.79		\$		\$
7	Heritage Park-Train Depot	1	L.S.	\$6,007.99		\$		\$
8	Clark Estate-Roof	1	L.S.	\$5,272.99		\$		\$
9	Clark Estate-Roof	1	L.S.	\$4,224.39		\$		\$
10	Clark Estate-Roof	1	L.S.	\$4,214.59		\$		\$
11	Clark Estate-Roof	1	L.S.	\$3,963.99		\$		\$
12	Clark Estate-Roof	1	L.S.	\$4,214.59		\$		\$
13	Police Services Center-Roof	1	L.S.	\$8,346.66		\$		\$
14	Police Services Center-Roof	1	L.S.	\$6,498.24		\$		\$
15	Police Services Center-Roof	1	L.S.	\$5,490.66		\$		\$
16	City Hall-Telephone Room	1	L.S.	\$5,098.59		\$		\$
17	Los Nietos Park-Rec Office Lower Level	1	L.S.	\$9,318.99		\$		\$
18	Los Nietos Park-Rec Office Upper Level	1	L.S.	\$9,796.39		\$		\$
19	SFS Athletic Fields	1	L.S.	\$9,318.99		\$		\$
20	Betty Wilson Center-Recreation Office	1	L.S.	\$3,664.99		\$		\$
21	Betty Wilson Center-Social Hall	1	L.S.	\$9,843.59		\$		\$
22	Activity Center -AC #5	1	L.S.	\$4,999.99		\$		\$
23	Activity Center -AC #3	1	L.S.	\$5,268.79		\$		\$
24	Activity Center -AC #2	1	L.S.	\$5,020.99		\$		\$
25	Activity Center -AC #7	1	L.S.	\$5,565.59		\$		\$
26	Activity Center -AC #1	1	L.S.	\$3,963.99		\$		\$
Total				\$149,879.73		\$		\$

Contract Change Order

1	Contract Change Order No. 1	1	L.S.	\$1,380.00		\$		\$
2	Contract Change Order No. 2	1	L.S.	\$0.00		\$		\$
3	Contract Change Order No. 3	1	L.S.	\$13,287.00		\$		\$
4	Contract Change Order No. 4	1	L.S.	\$10,857.00		\$		\$
Total				\$25,524.00		\$		\$

CONTRACT PAYMENTS

Total Items Completed to Date	\$	175,403.73
Less Retention Withheld (5%)	\$	8,770.19
Less Progress Payment No. 1	\$	20,267.96
Less Progress Payment No. 2	\$	40,747.69
Less Progress Payment No. 3	\$	20,796.02
Final Progress Payment	\$	84,821.87

Total Contract \$175,403.73

W.O. #: 453-397-E029-4800

APPROVED BY:

Total Completed Items to Date: \$ 175,403.73

Total \$ 25,524.00

Total \$ 10,857.00

Total \$ 13,287.00

Total \$ 1,380.00



City of Santa Fe Springs

City Council Meeting

July 10, 2012

NEW BUSINESS

Adoption of Resolution No. 9378 and Approval of Contract with the State Department of Education

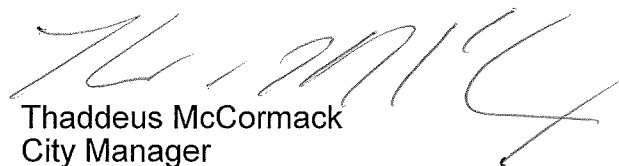
RECOMMENDATION

That the City Council approve Resolution No. 9378 authorizing the renewal of Contract No. CSPP-2168 with the State Department of Education for Fiscal Year 2012/2013 for the purpose of providing child care and development services for preschool age children.

BACKGROUND

Submitted for your approval is the 2012/2013 contract renewal with the California Department of Education to provide child care and development services. This contract in the amount of \$572,672 allows us to provide child care and development services to eligible preschool age children.

These contracts were prepared based on the Administration's May Revision. The MRA (Maximum Reimbursement Amount of \$572,672) was calculated with an across the board percent to total reduction. This contract (CSPP 2168) also includes the "roll-over" of the CFCC (Family Child Care Home Education Network) dollars.


Thaddeus McCormack
City Manager

Attachment(s)
Resolution 9378
Contract No. CSPP-2168

RESOLUTION NO. 9378

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
AUTHORIZING APPROVAL OF LOCAL AGREEMENT
WITH THE CALIFORNIA STATE DEPARTMENT OF EDUCATION
FOR THE PURPOSE OF PROVIDING CHILD CARE AND
DEVELOPMENTAL SERVICES
TO PRE-SCHOOL AGE CHILDREN IN FISCAL YEAR 2012-2013**

BE IT RESOLVED that the City Council of the City of Santa Fe Springs
certify
as to the approval of local agreement with the California State Department of
Education for the purpose of providing child care and development services to
State Pre-school age children in Fiscal Year 2012-2013.

BE IT FURTHER RESOLVED that the City Council of the City of Santa Fe
Springs
authorize approval of local Agreement No. CSPP-2168 and authorize the
Director of the
Family & Human Services, Maricela Balderas, to sign the agreement.

PASSED AND ADOPTED THIS 10TH day of July 2012.

MAYOR

ATTEST:

DEPUTY CITY CLERK

RESOLUTION NO. 9378

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
AUTHORIZING APPROVAL OF LOCAL AGREEMENT
WITH THE CALIFORNIA STATE DEPARTMENT OF EDUCATION
FOR THE PURPOSE OF PROVIDING CHILD CARE AND
DEVELOPMENTAL SERVICES
TO PRE-SCHOOL AGE CHILDREN IN FISCAL YEAR 2012-2013**

BE IT RESOLVED that the City Council of the City of Santa Fe Springs
certify
as to the approval of local agreement with the California State Department of
Education for the purpose of providing child care and development services to
State Pre-school age children in Fiscal Year 2012-2013.

BE IT FURTHER RESOLVED that the City Council of the City of Santa Fe
Springs
authorize approval of local Agreement No. CSPP-2168 and authorize the
Director of the
Family & Human Services, Maricela Balderas, to sign the agreement.

PASSED AND ADOPTED THIS 10TH day of July 2012.

MAYOR

ATTEST:

DEPUTY CITY CLERK



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

July 1, 2012

2012-13 Child Care and Development Contracts

REQUIRED ATTACHMENT CHECK LIST

A complete contract package will consist of the items identified below.

Complete this checklist to confirm the items in your contract package. Place a check mark or "X" next to each item that you are submitting to the State. For your contract package to be complete, all required attachments/documents listed below must be submitted and included with your contract package. This checklist should also be returned with your contract package.

Attachment Name/Description

- ☐ Two (2) Original Signed Child Care Contracts
(including all applicable attachments)
- ☐ Contractor Certification Clauses (CCC-307)
- ☐ Federal Certification CO.8 (Rev. 5/07), if applicable
- ☐ Resolution (if applicable)



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

Received
Finance Dept

JUN 20 2012

CITY OF
SANTA FE SPRINGS

Date: June 1, 2012

Dear Executive Directors, Child Development Programs:

2012-13 CHILD DEVELOPMENT CONTRACTS

Please find attached a summary of the Funding Terms and Conditions (FT&Cs) changes for Fiscal Year 2012-13 (FY) (Attachment A) and a list of contract types and prefixes for the Child Care and Development (CCD) contracts. To date, all child care and development programs will continue in the FY 2012-13.

By July 1, 2012, the 2012-13 FT&Cs will be available on the Internet at <http://www.cde.ca.gov/fg/aa/cd/>, which can be downloaded and printed for your files. In addition, the program requirements for the Quality (one-time only/support) programs will also be posted on the Web site. However, if you do not have Internet capabilities, you may request a hard copy by contacting your assigned contract analyst. The Contract Analyst Directory can also be found on the Web site listed above.

There are a few changes to the 2012-13 contracts funding terms and conditions as well as, the contract(s). The CDE is using May Revise funding levels while waiting for the final outcome of the policy changes. Therefore, CDE is rolling out the Child Care Contracts with minimal changes with the expectation of amendments after the budget is signed. The contract packet includes the GTC-610, General Terms and Conditions for state contracts and the CCC-307, Contractor Certification Clauses, which must be signed and returned by the contractor, along with the two signed contracts. For Interagency Agreements, the GIA-610 is included.

There are a few changes in the Definitions section and Requirements section (see summary of changes attached), however, you should be familiar with all contract requirements.

The CDE encourages you to read the General Terms and Conditions (GTC-610/GIA-610). For those contracts that incorporate the GTC-610, it is necessary that you sign and return the CCC-307 with your signed contract or CDE will be unable to process your contract. **Please sign and return your contract(s) and all appropriate documents to the CDE Contracts, Purchasing and Conference Services Office (CPCSO)**, as soon as possible, to ensure timely receipt of your first apportionment. Public agencies needing to obtain a resolution may forward their signed contracts, prior to formal board action (local policies permitting), if a letter is included indicating when

June 1, 2012

Page 2

the board will meet and that the required resolution will be forwarded to the CPCSO at that time.

If you have any questions regarding the changes, please contact Doris Morris, Manager, Child Development Contracts and Purchasing, at 916-323-5591 or by e-mail at dmorris@cde.ca.gov; or Margie Burke, Manager, CPCSO at 916-322-7076 or by e-mail at mburke@cde.ca.gov. If you have questions regarding the status of your contract, please call the appropriate contract analyst.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sharon Taylor", with a long horizontal flourish extending to the right.

Sharon Taylor, Director
Fiscal and Administrative Services Division

ST:dm
Attachments

Attachment A

2012-13 FT&Cs Summary of Changes

All Programs

Revisions below are in addition to changes made with the 2011-12 amendments which are incorporated for all contract types.

- Updated audit timelines to reflect audit due dates for 2012-13 under the Accounting and Reporting Requirements Section.

Center Based Child Care Programs

- Revised language in Section I.A, General Child Care and Development Program Requirements, Eligibility and Need Criteria and Documentation for clarity of preferred placement for 11 and 12 year olds to match regulations and code (Page 53).
- Revised Section I.A, General Child Care and Development Program Requirements, Eligibility and Need Criteria and Documentation for grammatical changes (page 54).
- Revised language in Section I.N, General Child Care and Development Program Requirements, Documentation of Training towards Vocational Goals; Service Limitations for clarity (page 66).
- Revised Section III. B, General Child Care and Development Program Requirements, Admission Priorities for clarity (page 74).
- Revised Section IV. B, General Child Care and Development Program Requirements, Policies and Procedures pursuant with Ch.7, SB 70, Statutes of 2011 (page 76).
- Revised Section V. A, General Child Care and Development Program Requirements, Fee Schedule pursuant with Ch. 33. SB 87, Statutes of 2011 (page 76).

June 1, 2012

Page 4

- Revised language in Section IV. C, General Child Care and Development Program Requirements, Policies and Procedures corrected Education Code incorrectly cited (page 76).
- Revised Section II. E, General Child Care and Development Program Quality Requirements, Developmental Profile for clarity (page 87).

Alternative Payment Programs

- Corrected code citation in Section 1.A, Child Care and Development Alternative Payment Program Requirements, Eligibility and Need Criteria and Documentation, General Requirements (page 51).
- Revised language in Section I.A, General Child Care and Development Program Requirements, Eligibility and Need Criteria and Documentation, General Requirements, for clarity of preferred placement for 11 and 12 year olds to align with EC 8263.4 (Page 51).
- Revised language in Section I.B, General Child Care and Development Program Requirements, Eligibility and Need Criteria and Documentation, Eligibility Criteria for clarity (Page 52).
- Revised language in Section I.C, General Child Care and Development Program Requirements, Eligibility and Need Criteria and Documentation, Need Criteria for clarity (Page 52).
- Revised language in Section I.T, General Child Care and Development Program Requirements, Eligibility and Need Criteria and Documentation, Documentation of At Risk of Abuse, Neglect or Exploitation to align with EC 8263(b)(1)(A) (Page 69).
- Revised language in Section III.B, General Child Care and Development Program Requirements, Admission Priorities for grammatical correction (Page 72).
- Revised language in Section IV.B, General Child Care and Development Program Requirements, Policies and Procedures, Waiting Lists and Displacement to align with the requirements of Ch. 33. SB 87, Statutes of 2022 which eliminated funding for CEL (Page 73).

June 1, 2012

Page 5

- Revised language in Section V.A, General Child Care and Development Program Requirements, Fee Schedule, Fee Assessment pursuant with Ch. 33. SB 87, Statutes of 2011 (page 74).
- Revised language in Section VII.I, General Child Care and Development Program Requirements, Information On Contractor Policies to align terminology regarding reimbursements to providers (Page 77).



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

Attention: EXECUTIVE DIRECTORS, CHILD DEVELOPMENT PROGRAMS

Subject: 2012-13 CHILD DEVELOPMENT CONTRACT

DO NOT REMOVE ANY PAGES STAPLED TO THE CONTRACT FACESHEET

1. X Submitted for your approval are two (2) copies of the 2012-2013 contract. **The person signing this contract must be the Executive Director, Superintendent, or authorized designee.** If the authorized designee signs, please submit appropriate delegation to sign. **Please sign both copies, insert the title of the person signing and the current mailing address in the Contractor's signature box, and RETURN BOTH COPIES** of the contract to the Contracts Office. When final approval is obtained, an approved copy will be mailed to you.

THE 2012-2013 FUNDING TERMS AND CONDITIONS (FT&C's) are available on the Internet at: <http://www.cde.ca.gov/fg/aa/cd/>.

2. X CCC-307, Contractor Certification Clauses

3. X Please attach two (2) copies (with at least one set of original signatures) of a resolution by the local governing body, which approves the contract and names the official who is authorized to sign it on their behalf (a sample for your use is attached.) County Superintendents of Schools who find exception with the resolution requirement should contact Dawn Simpson at 916-445-6826 or by e-mail at dsimpson@cde.ca.gov.

4. X Other: **PLEASE COMPLETE ITEM 3.B, ENTITLED, "PLACE OF PERFORMANCE," SIGN AND RETURN THE ENCLOSED Federal Certification Form [CO.8 (Rev. 5/07)]** which includes the Drug-Free Workplace, Lobbying, Debarment, Suspension Certification.

Sincerely,

Doris Morris, Staff Services Manager I
Contracts, Purchasing and Conference Services
916-322-3050

DM:ds

PLEASE RETURN ALL COPIES TO:
California Department of Education
ATTENTION: Contracts, Purchasing
and Conference Services
1430 N Street, Suite 1802
Sacramento, CA 95814-5901

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 12 - 13**DATE:** July 01, 2012**CONTRACT NUMBER:** CSPP-2168**PROGRAM TYPE:** CALIFORNIA STATE
PRESCHOOL PROGRAM**PROJECT NUMBER:** 19-2194-00-2**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** CITY OF SANTA FE SPRINGS

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2012 through June 30, 2013. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.14 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$572,672.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 16,774.0

Minimum Days of Operation (MDO) Requirement 248

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing & Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 572,672	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 572,672	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER See Attached		T.B.A. NO.		B.R. NO.	
		DATE			

CONTRACTOR'S NAME: CITY OF SANTA FE SPRINGS

CONTRACT NUMBER: CSPP-2168

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 109,640	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-2194	FC# 93.596 PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 109,640	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 60,321	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-2194	FC# 93.575 PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 60,321	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 187,032	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-2194			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 187,032	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 215,679	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2194			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 215,679	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 12 - 13**DATE:** July 01, 2012**CONTRACT NUMBER:** CSPP-2168**PROGRAM TYPE:** CALIFORNIA STATE
PRESCHOOL PROGRAM**PROJECT NUMBER:** 19-2194-00-2**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** CITY OF SANTA FE SPRINGS

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2012 through June 30, 2013. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.14 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$572,672.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 16,774.0

Minimum Days of Operation (MDO) Requirement 248

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing & Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 572,672 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 572,672	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
	(OPTIONAL USE) See Attached				
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
SIGNATURE OF ACCOUNTING OFFICER See Attached		T.B.A. NO.		B.R. NO.	
		DATE			

CONTRACTOR'S NAME: CITY OF SANTA FE SPRINGS

CONTRACT NUMBER: CSPP-2168

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 109,640	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-2194	FC# 93.596 PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 109,640	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 60,321	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-2194	FC# 93.575 PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 60,321	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 187,032	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-2194			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 187,032	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 215,679	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2194			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 215,679	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2012-13.**

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

authorizes entering into local agreement number/s _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 20012-13, by the
Governing Board of _____
of _____ County, California.

I, _____, Clerk of the Governing Board of
_____, of _____, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there is a separate sheet attached listing all workplaces.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACT AGENCY)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
<hr/>	
SIGNATURE	DATE



City of Santa Fe Springs

City Council Meeting

July 10, 2012

NEW BUSINESS

Alcohol Sales Conditional Use Permit Case No. 51-1

Compliance review of Alcohol Sales Conditional Use Permit Case No. 51-1 to allow the continued operation and maintenance of an alcoholic beverage use involving the storage, wholesale and distribution of alcoholic beverages at 10155 Painter Avenue, located in the M-2-PD Heavy Manufacturing-Planned Development, Zone located within the Consolidated Redevelopment Project Area.
(Hong Chang Corporation/ Jay Sohn, Applicant)

RECOMMENDATION

That the City Council approve the continued operation and maintenance of Alcohol Sales Conditional Use Permit (ASCUP) Case No. 51-1 subject to another compliance review in three (3) years, to ensure the use is still operating in strict compliance with the respective conditions of approval.

BACKGROUND

The applicant, Hong Chang Corporation, operating in the City since 2005, is an importer and distributor of authentic Asian foods that include frozen seafood and grocery products. Hong Chang Corporation distributes the items to independent retail stores throughout the State.

In 2011, Hong Chang Corporation's executives decided to begin importing alcoholic beverages in addition to the seafood and grocery products. Accordingly, they applied for and were granted Alcohol Sales Conditional Use Permit Case No. 51 by the Planning Commission and the City Council at their respective meetings of April 11 and April 14, 2011. The initial approval was granted for a one-year time period.

ASCUP Case No. 51-1 is before the Planning Commission for compliance review; to determine if the facility is operating in compliance with the conditions of approval and the City's Code Regulations.

STAFF CONSIDERATIONS

As part of the compliance review process, staff from Police Services, Code Enforcement, and the Fire Department conducted an inspection of the applicant's operation to ensure compliance with the conditions of approval and other regulatory ordinances and codes. Based on the inspection, Staff determined that the applicant is in full compliance.

As part of the compliance review process staff also checked the calls for service at the location and found that in the past 12 months there have been three (3) calls for service, of which none was related to the sale of alcoholic beverages.

Based on Staff's findings, and the fact that the applicant has complied with all of the initial conditions of approval, Staff believes that changes to the conditions are not warranted at this time. Therefore, Staff is recommending another compliance review of ASCUP Case No. 51-1 in three (3) years.

CONDITIONS OF APPROVAL

Staff has made changes only to Condition No. 15

1. The applicant shall maintain all licenses issued by the Department of Alcoholic Beverage Control.
2. That the applicant shall store all alcoholic beverages in a secured area of the warehouse designated only for the storage of alcohol.
3. That the applicant shall be responsible for maintaining control of litter, debris, boxes, pallets and trash on the subject property.
4. That the required off-street parking areas shall not be encroached on, reduced or used for outdoor storage of trucks, equipment or any other related material.
5. That the applicant and/or his employees shall prohibit the consumption of alcoholic beverages on the subject property at all times.
6. That the alcoholic beverages shall not be sold to the general public from the subject site at any time.
7. That the alcoholic beverages shall be shipped to the applicant's customers by the applicant's commercial trucks and/or other licensed commercial transportation companies and not by personal passenger-type vehicles.
8. That it shall be unlawful for any person who is intoxicated or under the influence of any drug to enter, be at, or remain upon the licensed premises as set forth in Section 25602(a) of the State Business and Professions Code.
9. That it shall be unlawful to have upon the subject premises any alcoholic beverage other than the alcoholic beverage(s) which the licensee is authorized by the State ABC to sell under the licensee's license, as set forth in Section 25607(a) of the State Business and Professions Code.
10. That this permit is contingent upon the approval by the Department of Police Services of an updated security plan that, within sixty (60) days of the effective

date of this approval, shall be submitted by the applicant and shall address the following for the purpose of minimizing risks to the public health, welfare and safety:

- (A) A description of the storage and accessibility of alcohol beverages on display as well as surplus alcohol beverages in storage;
 - (B) A description of crime prevention barriers in place at the subject premises, including, but not limited to, placement of signage, landscaping, ingress and egress controls, security systems and site plan layouts;
 - (C) A description of how the permittee plans to educate employees on their responsibilities, actions required of them with respect to enforcement of laws dealing with the sale of alcohol to minors and the conditions of approval set forth herein;
 - (D) A business policy requiring employees to notify the Police Services Center of any potential violations of the law or this Conditional Use Permit occurring on the subject premises and the procedures for such notifications.
 - (E) The City's Director of Police Services may, at his discretion, require amendments to the Security Plan to assure the protection of the public's health, welfare and safety
- 11. That the owner, corporate officers and managers shall cooperate fully with all City officials, law enforcement personnel and code enforcement officers and shall not obstruct or impede their entrance into the licensed premises while in the course of their official duties.
 - 12. That a copy of these conditions shall be posted and maintained with a copy of the City Business License and Fire Department Permits in a place conspicuous to all employees of the location.
 - 13. That failure to comply with the foregoing conditions shall be cause for suspension and/or revocation of this Permit.
 - 14. That in the event the owner(s) intend to sell, lease or sublease the subject business operation or transfer the subject Permit to party or licensee, the Director of Police Services shall be notified in writing of said intention not less than (60) days prior to signing of the agreement to sell or sublease.
 - 15. That ASCUP Case No. 51-1 shall be subject to a compliance review in three (3) years, no later than June 28, 2015, to ensure the premises is still operating in strict compliance with the original conditions of approval. At which time the

applicant may request an extension of the privileges granted herein, provided that the use has been continuously maintained in strict compliance with these conditions of approval.

16. That all other applicable requirements of the City Zoning Ordinance, California Building Code, California Fire Code, Business & Professions Code, the determinations of the City and State Fire Marshall, and all other applicable regulations shall be strictly complied with.
17. That ASCUP Case No. 51 shall not be valid until approved by the City Council and shall be subject to any other conditions the City Council may deem necessary to impose.
18. That this Permit shall not be effective for any purpose until the Applicant has filed with the City of Santa Fe Springs an affidavit stating that he/she is aware of and accepts all the conditions of this Permit.
19. It is hereby declared to be the intent that if any provision of this Permit is violated or held to be invalid, or if any law, statute or ordinance is violated, the Permit shall be void and the privileges granted hereunder shall lapse.

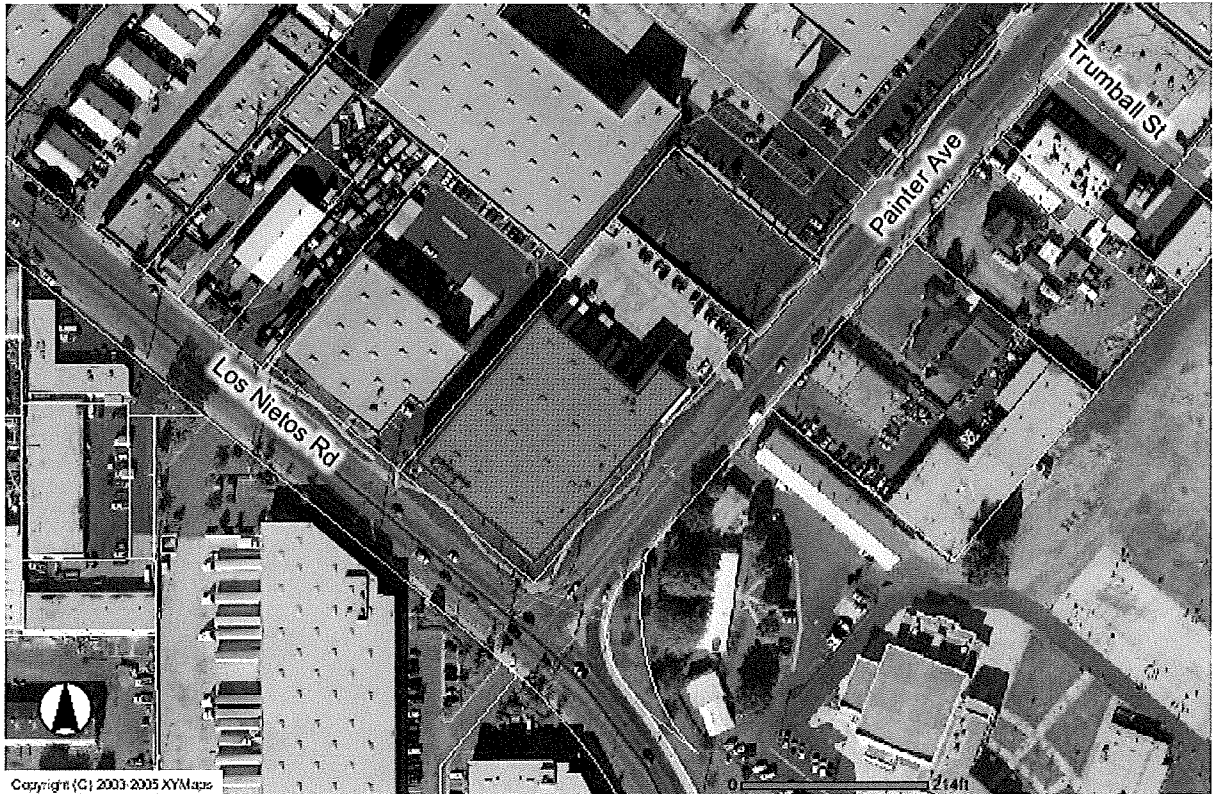


Thaddeus McCormack
City Manager

Attachment(s)

1. Location Map

Location Map



CITY OF SANTA FE SPRINGS

Alcohol Sales Conditional Use Permit Case No. 51
Hong Chang Corporation
10155 Painter Avenue



City of Santa Fe Springs

City Council Meeting

July 10, 2012

NEW BUSINESS

Alcohol Sales Conditional Use Permit Case No. 15-2

Compliance Review of Alcohol Sales Conditional Use Permit Case No. 15-2 to allow the continued sale of alcoholic beverages for off-site consumption at 11605 Carmenita Road in the C-4, Community Commercial, Zone. (Sebastian Zambrano & Hyung Bok Yoon)

RECOMMENDATION

That the City Council approve the continued operation and maintenance of Alcohol Sales Conditional Use Permit (ASCUP) Case No. 15-2 subject to another compliance review in five (5) years, to ensure the use is still operating in strict compliance with the respective conditions of approval.

BACKGROUND

Bob's Market has been operating in the City of Santa Fe Springs since 1982. They are one of the few owner operated markets in the City. The market provides consumer convenient goods, fresh meat, soft drinks and alcohol beverages. In accordance with the City Zoning Regulations, the applicants applied for and were granted Alcohol Sales Conditional Use Permit (ASCUP) Case No. 15-2 by the Planning Commission and City Council at their respective meetings of June 10 and June 13, 2002. The Permit allows the market to sell alcoholic beverages for off-site consumption.

An extension of time was granted by the Planning Commission and the City Council in 2003 and 2007. ASCUP Case No. 15-2 is before the Planning Commission for a compliance review; to determine if the market is operating in compliance with the condition of approval and the City's Code Regulations.

STAFF CONSIDERATIONS- STATUS REPORT

As part of the compliance review process, staff from Police Services, Code Enforcement, and the Fire Department conducted an inspection of the applicant's operation to ensure compliance with the conditions of approval and other regulatory ordinances and codes. Based on the inspection, Staff determined that the applicant is in full compliance.

As part of the compliance review process staff also checked the calls for service at the location and found that in the past 12 months there have been six (6) calls for service of which five were not related to the sale of alcoholic beverages.

Based on Staff's findings, and the fact that the applicant has complied with all of the initial conditions of approval, Staff believes that changes to the conditions are not warranted at this time. Therefore, Staff is recommending another compliance review of ASCUP Case No. 15-2 in five years.

CONDITIONS OF APPROVAL

Staff has made changes only to Condition No. 17

1. That the sales of alcoholic beverages shall not be permitted between the hours of 10:00 p.m. and 7:30 a.m., seven days a week or as required by the Alcohol Beverage Code.
2. That the Type 21 Alcoholic Beverage Commission license, allowing offsite sale of general sales of liquor, shall be restricted to the sale for consumption of alcoholic beverages off the subject site only.
3. That it shall be the responsibility of the ownership to assure that no alcoholic beverages purchased on the subject site shall be consumed on the subject site, or the adjacent properties.
4. That the applicant shall be responsible for maintaining control of litter on the subject property.
5. That the applicant shall not sell, furnish, or give any alcohol to any habitual drunkard or to any obviously intoxicated person, as set forth in Section 25602 (a) of the State Business and Professions Code
6. That the applicant shall not allow any person who is intoxicated, or under the influence of any drug, to enter, be at, or remain upon the licensed premises as set forth in Section 25602(a) of the Business and Professions Code
7. That the petitioner/applicant shall not have upon the subject premises any alcoholic beverage(s) other than the alcoholic beverage(s) which the licensee is authorized to sell under the licensee's license, as set forth in Section 25607 (a) of the State Business and Professions Code.
8. That the owner and/or his employees shall not sell, furnish, or give any alcoholic beverage to any person under 21 years of age, as set forth in Section 25658 (a) of the State Business and Professions Code.
9. That the owner and/or his employees shall not permit any person under 21 years of age to sell alcoholic beverages.

10. That the owner and/or his employees shall not allow any person to loiter on the subject premises, shall report all such instances to the City's Police Services Center, and shall post signs, as approved by the Department of Police Services, prohibiting loitering.
11. That the applicant shall receive approval from the Department of Police Services for any installation of pay telephones on the premises and such phones shall not be capable of receiving calls.
12. That persons purchasing alcoholic beverages shall be required to exit any vehicle they are an occupant of before taking possession of the alcoholic beverage(s).
13. That this permit is contingent upon the approval by the Department of Police Services of an updated security plan which shall address the following for the purposes of minimizing risks to the public's health, welfare, and safety:
 - (A) A description of the storage and accessibility of alcoholic beverages on display as well as surplus alcoholic beverages in storage;
 - (B) A description of crime prevention barriers in place at the subject premises, including, but not limited to, placement of signage, landscaping, ingress and egress controls, security systems, and site plan layouts;
 - (C) A description of how the permittee plans to educate employees on their responsibilities and the actions required of them with respect to enforcement of laws dealing with the sale of alcohol to minors, and the conditions of approval set forth herein;
 - (D) A business policy requiring employees to notify the Police Services Center of any potential violations of law or this Conditional Use Permit occurring on the subject premises, and the procedures for such notifications.
 - (E) The City's Director of Police Services may, at his discretion, require amendments to the Security Plan to assure the protection of the public's health, welfare and safety.
14. That the owner, corporate officers and managers, shall cooperate fully with all city officials, law enforcement personnel, and code enforcement officers, and shall not obstruct or impede their entrance into the licensed premises while in the course of their official duties.

15. That a copy of these conditions shall be posted and maintained with a copy of the City's Business License and Fire Department Permits in a place conspicuous to all employees of the location.
16. That in the event the owner(s) intend to sell, lease or sublease the subject business operation or transfer the subject Permit to another owner/applicant or licensee, the Director of Police Services shall be notified in writing of said intention not less than (60) days prior to signing of the agreement to sell, lease or sublease.
17. That ASCUP Case No. 15-2 shall be subject to a compliance review in five years, no later than June 28, 2017, to ensure the premises is still operating in strict compliance with the original conditions of approval. At which time the applicant may request an extension of the privileges granted herein, provided that the use has been continuously maintained in strict compliance with these conditions of approval.
18. That all other applicable requirements of the City Zoning Ordinance, Uniform Building Code, Uniform Fire Code, the determinations of the City and State Fire Marshal, the security plan as submitted under Condition No.13 and all other applicable regulations shall be strictly complied with.
19. That failure to comply with the foregoing conditions shall be cause for suspension and/or revocation of this Permit.
20. That Alcohol Sales Conditional Use Permit Case No. 15 shall not be valid until approved by the City Council and shall be subject to any other conditions the City Council may deem necessary to impose.
21. That this permit shall not be effective for any purpose until the applicant has filed with the City of Santa Fe Springs an affidavit stating that he is aware of and accepts all the conditions of this Permit.
22. It is hereby declared to be the intent that if any provision of this permit is violated or held to be invalid, or if any law, statute, or ordinance is violated the Permit shall be void and the privileges granted hereunder shall lapse.



Thaddeus McCormack
City Manager

Attachment(s)

1. Location Map



City of Santa Fe Springs

Location Map

Bob's Market
11605 Carmenita Road
Alcohol Sales Conditional Use Permit Case No. 15-2



NEW BUSINESS

Alcohol Sales Conditional Use Permit Case No. 20-2 and Entertainment Conditional Use Permit Case No. 12-2

Compliance review of Alcohol Sales Conditional Use Permit Case No. 20-2 to allow the continued operation and maintenance of the serving of beer, wine, and distilled spirits for on-site consumption, and Entertainment Conditional Use Permit Case No. 12-2 involving live performances at 13416 Imperial Highway, in the M-2, Heavy Manufacturing Zone, within the Consolidated Redevelopment Project Area.
(Larry Amone Hongkham)

RECOMMENDATION

Recommend that the City Council approve the continued operation and maintenance of Alcohol Sales Conditional Use Permit (ASCUP) Case No. 20-2 and Entertainment Conditional Use Permit (ECUP) Case No. 12-2 subject to another compliance review in five (5) years, to ensure the use is still operating in strict compliance with the respective conditions of approval.

BACKGROUND

The Rachada Thai Cuisine, located at 13416 Imperial Highway, opened for business in August 2002. The Rachada Thai Cuisine is well known for its Thai food. They offer lunch and dinner menus, and provide catering services for private parties. In 2003, the family restaurant wanted to provide alcoholic beverages and entertainment to its customers. Accordingly, they applied for an Alcohol Sales Conditional Use Permit and an Entertainment Conditional Use Permit.

The Planning Commission and City Council initially approved Alcohol Sales Conditional Use Permit (ASCUP) Case No. 20 and Entertainment Conditional Use Permit (ECUP) Case No. 12 at their respective meetings of October 28 and November 14, 2003. A subsequent extension was granted by the Planning Commission and the City Council in 2004 and 2007. ASCUP and ECUP are before the Planning Commission for a compliance review; to determine if the family restaurant is operating in compliance with the respective conditions of approval and the City's Code and Regulations.

STAFF CONSIDERATIONS- STATUS REPORT

As part of the compliance review process, staff from Police Services, Code Enforcement, and the Fire Department conducted an inspection of the applicant's operation to ensure compliance with the conditions of approval and other regulatory

ordinances and codes. Based on the inspection, Staff determined that the applicant is in full compliance.

As part of the compliance review staff checked the calls for service at the location; in the past 12 months there have been three (3) calls for service of which none was related to the serving of alcoholic beverages or the entertainment use.

Based on Staff's findings, and the fact that the applicant has complied with all of the initial conditions of approval, Staff believes that changes to the conditions are not warranted at this time. Therefore, Staff is recommending another compliance review of ASCUP Case No. 20-2 and ECUP Case No. 12-2 in five years.

CONDITIONS OF APPROVAL

Alcohol Sales Conditional Use Permit Case No. 20-2

Staff has made changes only to Condition No. 15.

1. That the applicant continue to comply with the conditions of approval as listed on companion Entertainment Conditional Use Permit Case No. 12.
2. That the Type 41 Alcoholic Beverage Commission license allowing on-site sale of general sales of beer and wine shall be restricted to the sale for consumption of alcoholic beverages on the subject site only.
3. That it shall be the responsibility of the ownership to assure that no alcoholic beverages purchased on the subject site shall be consumed off the subject site or the adjacent properties.
4. That the applicant shall be responsible for maintaining control of litter on the subject property.
5. That the applicant shall not allow any person who is intoxicated or under the influence of any drug to enter, be at, or remain upon the licensed premises as set forth in Section 25602(a) of the Business and Professions Code.
6. That the applicant shall not sell, furnish or give any alcohol to any habitual drunkard or to any obviously-intoxicated person, as set forth in Section 25602 (a) of the State Business and Professions Code.
7. That the applicant shall not have upon the subject premises any alcoholic beverage(s) other than the alcoholic beverage(s) which the licensee is authorized to sell under the licensee's license, as set forth in Section 25607 (a) of the State Business and Professions Code.

8. That the applicant shall not sell, furnish or give any alcoholic beverage to any person under 21 years of age, as set forth in Section 25658 (a) of the State Business and Professions Code.
9. That the applicant shall not permit any person under 21 years of age to sell alcoholic beverages.
10. That the applicant shall not allow any person to loiter on the subject premises, shall report all such instances to the City's Police Services Center and shall post signs, as approved by the Department of Police Services, prohibiting loitering.
11. That the Applicant shall maintain an updated security Plan as required by the Department of Police Services.
12. That the owner, corporate officers and managers, shall cooperate fully with all City officials, law enforcement personnel and code enforcement officers and shall not obstruct or impede their entrance into the licensed premises while in the course of their official duties.
13. That a copy of these conditions shall be posted and maintained with a copy of the City Business License and Fire Department Permits in a place conspicuous to all employees of the location.
14. That in the event the owner(s) intend to sell, lease or sublease the subject business operation or transfer the subject Permit to another owner/applicant or licensee, the Director of Police Services shall be notified in writing of said intention not less than (60) days prior to signing of the agreement to sell, lease or sublease.
15. That ASCUP Case No. 20-2 shall be subject to a compliance review in five years, no later than June 28, 2017, to ensure the premises is still operating in strict compliance with the original conditions of approval. At which time the applicant may request an extension of the privileges granted herein, provided that the use has been continuously maintained in strict compliance with these conditions of approval.
16. That all other applicable requirements of the City Zoning Ordinance, Uniform Building Code, Uniform Fire Code, the determinations of the City and State Fire Marshall, the security plan as submitted under Condition No. 11 and all other applicable regulations shall be strictly complied with.
17. That failure to comply with the foregoing conditions shall be cause for suspension and/or revocation of this Permit.

18. That Alcohol Sales Conditional Use Permit Case No. 20 shall not be valid until approved by the City Council and shall be subject to any other conditions the City Council may deem necessary to impose.
19. That this permit shall not be effective for any purpose until the applicant has filed with the City of Santa Fe Springs an affidavit stating that he is aware of and accepts all the conditions of this Permit.
20. It is hereby declared to be the intent that if any provision of this Permit is violated or held to be invalid, or if any law, statute or ordinance is violated, the Permit shall be void and the privileges granted hereunder shall lapse.

Entertainment Conditional Use Permit Case No. 2-12

Staff has made a change only to Condition No. 20.

1. That the applicant shall comply with all of the conditions of approval as required by Alcohol Sales Conditional Use Permit Case No. 20.
2. That the applicant shall submit to the Director of Police Services the names, addresses and California Drivers License Number, or California Identification Number, of all applicants that will rent a room, hall, chamber or any other location within the premises for parties or special events at least thirty (30) days prior to the event.
3. That the management shall provide the Director of Police Services with a monthly calendar of all scheduled entertainment at least seven (7) days prior to the event. The City retains the right to require an increase in security and public safety personnel for any event.
4. That the applicant shall continue to maintain video surveillance cameras overlooking the perimeter of the parking lot. Location of the video surveillance cameras shall be reviewed and approved by the Director of Police Services. Video surveillance cameras shall be of high quality capable of video taping during the day and night. Video surveillance cameras shall be maintained in working order at all times and replaced as needed by the owner. The on-duty manager shall be proficient in the use of the cameras and related recording equipment.
5. That the applicant and his acting management shall allow the Director of Police Services, Whittier Police Officers and any of their representatives to view the security surveillance video tapes immediately upon request.
6. That mosh pits, mosh dancing or similar type slam dancing is prohibited and management shall remove patrons from premise who initiate, or participate in a mosh activity or similar type of activity.

7. That no platforms shall be used for dancing or similar forms of entertainment by the entertainment or patrons.
8. That the Applicant shall maintain an updated security Plan as required by the Department of Police Services.
9. That the applicant shall be responsible for maintaining control of litter on the subject property.
10. That there will be a corporate officer or manager, twenty-five years of age or older, on the licensed premises during all public business hours who will be responsible for the entertainment activities. The general manager and any newly/subsequently hired manager(s) of the licensed premise shall obtain an ABC Manager's Permit, and the City of Santa Fe Springs' Director of Police Services shall be provided a copy of said Manager's Permit including the name, age, residential address, and related work experience of the intended Manager prior to the Manager assuming manager responsibilities.
11. That it shall be unlawful for any person who is intoxicated or under the influence of any drug, to enter, be at, or remain upon the licensed premises as set forth in Section 25602(a) of the Business and Professions Code.
12. That the security personnel shall not perform any law enforcement functions. Security personnel shall report immediately to the Whittier Police Department all incidents in which a person could be charged with a misdemeanor or a felony offense.
13. That security personnel, as well as the owner, corporate officers and managers shall cooperate fully with all city officials, law enforcement personnel and code enforcement officers and shall not obstruct or impede their entrance into the licensed premises while in the course of their official duties.
14. That no change or alterations to the approved entertainment format or content shall occur without prior written approval from the Director of Police Services.
15. That the entertainment provided shall not be audible beyond the exterior of the building.
16. That a copy of these conditions shall be posted and maintained with a copy of the City Business License and Fire Department Permits, and shall be located in a place conspicuous to all employees of the location.
17. That the applicant shall provide adequate professional security for the entertainment provided.

18. That failure to comply with the foregoing conditions shall be cause for suspension and/or revocation of this Permit and Alcohol Sales Conditional Use Permit Case No. 20.
19. That in the event the owner(s) intend to sell, lease or sublease the subject the business operation or transfer the subject Permit to another party, the Director of Police Services shall be notified in writing of said intention not less than (60) days prior to signing of the agreement to sell lease or sublease.
20. *That Entertainment Conditional Use Permit Case No. 20-2 shall be subject to a compliance review in five years, no later than June 28, 2017, to ensure the premises is still operating in strict compliance with the original conditions of approval. At which time the applicant may request an extension of the privileges granted herein, provided that the use has been continuously maintained in strict compliance with these conditions of approval.*
21. That Entertainment Conditional Use Permit Case No. 12 shall not be valid until approved by the City Council and shall be subject to any other conditions the City Council may deem necessary to impose.
22. That this permit shall not be effective for any purpose until the applicant has filed an affidavit with the City of Santa Fe Springs stating that he is aware of and accepts all the conditions of this Permit.
23. That it is hereby declared to the intent that if any provision of this permit is violated or held to be invalid, or if any law, statute, or ordinance is violated the Permit shall be void and the privileges granted hereunder shall lapse.
24. That all exit signs be maintained and illuminated at all times per California Fire Code 2501.15.
25. That vending machines, water machines, pay telephones and other similar equipment shall not be placed outdoors whereby visible from the street or adjacent properties.
26. That streamers, banners, pennants, whirling devices or similar objects that wave, float, fly, rotate or move in the breeze shall be prohibited unless approved by the Director of Planning and Development.
27. That the owner/operator must receive approval by the Director of Planning and Development for any installation of pay telephones on the premises and such telephones shall not be capable of receiving calls.
28. That the owner/operator must receive approval by the Director of Public Works for any Installation of newspaper racks on the exterior of the premises.

29. That the owner/operator shall comply with all Federal, State and local requirements and regulations included, but not limited to, the Santa Fe Springs City Municipal Code, Uniform Building Code, Uniform Fire Code and all other applicable codes and regulations.



Thaddeus McCormack
City Manager

Attachment(s)

1. Location Map



City of Santa Fe Springs

Location Map

Rachada Thai Cuisine

13416 Imperial Hwy

Alcohol Sales Conditional Use Permit Case No. 20-2 and
Entertainment Conditional Use Permit Case No. 12-2



City of Santa Fe Springs

City Council Meeting

July 10, 2012

PRESENTATION

Introduction of New Santa Fe Springs Policing Team Members

RECOMMENDATION

The Mayor may wish to call upon Dino Torres, Director of Police Services, to introduce the newest members of the Santa Fe Springs Policing Team.

David Elizarraras, Corporal
Brenda Rosche, Officer
Brent Anderson, Sergeant
James Nyberg, Officer
Angela Calzada, Officer
Jose Escobedo, Sergeant

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

July 10, 2012

PRESENTATION

2012 Beautification Awards Program Recipients

RECOMMENDATION

The Mayor may wish to call upon Jeannie Madrid, Program Coordinator in the Parks & Recreation Services Division, to assist with the presentation.

BACKGROUND

For over 40 years, the Beautification Committee, comprised of residents in the City, has toured the community in an effort to locate and recognize homeowners and business owners that exhibit pride in the appearance of their property and a commitment to maintain it through meticulous landscaping. The primary purpose of the Beautification Program is to encourage maintenance of personal and commercial properties in an effort to boost property values throughout the City.

This year, 10 residences and 7 businesses were selected by the Beautification Committee as having met the exceptionally high and demanding standards to receive a Beautification Award. The recipients will receive a plaque with a commemorative photograph of their property, as well as a yard sign to inform neighbors and passersby that their house or business is among the most visually appealing and exquisitely maintained properties in the City of Santa Fe Springs and has earned the right to be called a Beautification Award Recipient.

This year's residential and business recipients of the Beautification Awards have been invited to the July 10 City Council meeting to be recognized by the City Council for this prestigious achievement.

Thaddeus McCormack
City Manager

Attachment

List of Residential and Business Recipients of Beautification Awards

2012 Residential & Industrial Winners

Residential Winners

1. 11713 Smith - Aguilar Family
2. 8650 Westman, Whittier Ca 90606 – Hernandez Family
3. 11107 Roseton – Garcia Family
4. 11629 Dunning – Quilter Family
5. 9746 Bartley – Corona Family
6. 12147 Lakeland Villa #86 – Alpaugh Family
7. 10919 Ringwood – Paredes Family
8. 11128 Garetal – Morales Family
9. 10827 Jersey – Perez Family
10. 11703 Roma – Rubacava Family

Industrial Winners

1. Fulton Wells Adult living
8202 Florence, Suite 300, Downey 90240 (Al Haveson)
2. Villa Santa Fe Apartments
11850 Florence Ave. (Kanista Belzer)
3. Farmer Boys
13220 Imperial Hwy. (Raj Patel)
4. CSI Electronics
10623 Fulton Wells (Steve Watts)
5. St. Pius Church
10827 Pioneer Blvd. (Father Pedro Lopez)
6. Road Dogs
11779 1/2 Slauson Ave. (Leo Mouneu)
7. E. Jordon Brookes
10634 Shoemaker Ave. (Robert J Brookes)



City of Santa Fe Springs

City Council

July 10, 2012

APPOINTMENTS TO BOARD, COMMITTEES, COMMISSIONS

Designation of Voting Delegate/Alternate for the League of California Cities Annual Conference – September 5-7, 2012, San Diego

RECOMMENDATION

That the City Council appoint a voting delegate or, alternatively, up to two alternate voting delegates for purposes of voting at the League of California Cities Annual Conference and Business Meeting.

BACKGROUND

In order to vote at the League of California Cities Annual Conference and Business Meeting, September 5-7, 2012, the City Council must designate a voting delegate. In the event that the designated voting delegate is unable to serve in that capacity, the City may appoint up to two alternate voting delegates.

If no Councilmembers are available to serve as delegate, the City Manager would request that Council give him the authority to select alternates from among staff members who will be in attendance.

Thaddeus McCormack
City Manager

Attachment(s):

None



City of Santa Fe Springs

City Council Meeting

July 10, 2012

APPOINTMENTS

Appointment of City Representatives to the Administrative Entity for the Southeast Water Coalition Joint Powers Authority

RECOMMENDATION

That City Council appoint Frank Beach to serve as the primary representative to the SEWC Administrative Entity and Noe Negrete as the alternate representative for the City of Santa Fe Springs effective July 16, 2012.

BACKGROUND

In July 2005, the City Council authorized the City's participation in the Southeast Water Coalition Joint Powers Authority (SEWC). At the present time the SEWC consists of eleven agencies as shown on Attachment 1. The SEWC exists to advocate for and promote efficient water policies and regional solutions to water issues and has been very successful in facilitating changes in water policies that impact local agencies.


Previously the City's primary representative to the Administrative Entity (AE) was Don Jensen, Director of Public Works who retired on June 29, 2012. At this time, staff is recommending that Frank Beach, Utility Services Manager, be appointed as the primary representative to the AE and that Noe Negrete be appointed as the Alternate to the AE.

FISCAL IMPACT

There is no fiscal impact for this action.

INFRASTRUCTURE IMPACT

There is no infrastructure impact for this action.


Thaddeus McCormack
City Manager

Attachment(s)

List of SEWC Member Agencies

Report Submitted By: Noe Negrete, Director
Public Works Department

Date of Report: July 3, 2012

SOUTHEAST WATER COALITION

JOINT POWERS AUTHORITY

Member Agencies

Cerritos

Commerce

Downey

Lakewood

Norwalk

Paramount

Pico Rivera

Santa Fe Springs

South Gate

Vernon

Whittier



City of Santa Fe Springs


City Council Meeting

July 10, 2012

APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Committee	Vacancy	Councilmember
Beautification	3	González
Beautification	1	Moore
Beautification	1	Rounds
Beautification	3	Serrano
Beautification	1	Trujillo
Community Program	3	González
Community Program	3	Rounds
Community Program	3	Serrano
Community Program	5	Trujillo
Historical	2	Rounds
Historical	1	Serrano
Historical	2	Trujillo
Parks & Recreation	2	González
Parks & Recreation	1	Trujillo
Senior Citizens Advisory	1	González
Senior Citizens Advisory	1	Moore
Senior Citizens Advisory	2	Rounds
Senior Citizens Advisory	2	Serrano
Senior Citizens Advisory	3	Trujillo
Sister City	3	González
Sister City	1	Moore
Sister City	2	Rounds
Sister City	2	Serrano
Sister City	2	Trujillo
Youth Leadership	2	González
Youth Leadership	2	Rounds
Youth Leadership	2	Serrano
Youth Leadership	1	Trujillo

The following Applications were received: From Francis Cabajal – Community Program, Family & Human Services, and Sister City; From Andrea Valencia - Youth Leadership; From Dominique Velasco - Sister City.


Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Member List

Report Submitted By: Anita Jimenez,
Deputy City Clerk

Date of Report: July 5, 2012

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Francis Carbajal

Family & Human Services

Jimmy Mendoza, Jr.

Brandy Ordway-Roach

Francis Carbajal

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Jesus Mendoza

Brandy Ordway-Roach

Planning Commission

Senior Citizens Advisory

Sister City

Francis Carbajal

Traffic Commission

Youth Leadership

Andrea Valencia

BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, except July, Aug, Dec.

9:30 a.m., Town Center Tall

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Vacant	(14)
	Irene Pasillas	(14)
	Vacant	(14)
	May Sharp	(13)
	Vacant	(13)
Moore	Juliet Ray	(14)
	Paula Minnehan	(14)
	Annie Petris	(13)
	Guadalupe Placencia	(13)
	Vacant	(13)
Rounds	Sadie Calderon	(14)
	Rita Argott	(14)
	Vacant	(13)
	Marlene Vernava	(13)
	Debra Cabrera	(13)
Serrano	Vacant	(14)
	Vacant	(14)
	Vacant	(14)
	Vada Conrad	(13)
	Sally Gaitan*	(13)
Trujillo	Vacant	(14)
	Eleanor Connelly	(14)
	Margaret Bustos*	(14)
	Rosalie Miller	(13)
	A.J. Hayes	(13)

**Asterisk indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., at 7:00 p.m., in City Hall.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jeanne Teran	(14)
	Miguel Estevez	(14)
	Vacant	(14)
	Vacant	(13)
	Vacant	(13)
Moore	Rosalie Miller	(14)
	Margaret Palomino	(14)
	Mary Jo Haller	(13)
	Lynda Short	(13)
	Bryan Collins	(13)
Rounds	Mark Scoggins*	(14)
	Marlene Vernava	(14)
	Vacant	(14)
	Vacant	(13)
	Vacant	(13)
Serrano	Vacant	(14)
	Mary Anderson	(13)
	Dolores H. Romero*	(13)
	Vacant	(14)
	Vacant	(13)
Trujillo	Vacant	(14)
	Vacant	(14)
	Vacant	(14)
	Vacant	(13)
	Vacant	(13)

*Asterisk indicates person currently serves on three committees

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jul., Aug., Sept., and Dec., at 5:30 p.m., Neighborhood Center

Membership: 15 Residents Appointed by City Council
5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Mercedes Diaz	(14)
	Josephine Santa-Anna	(14)
	Angelica Miranda	(13)
Moore	Arcelia Miranda	(14)
	Laurie Rios*	(13)
	Margaret Bustos*	(13)
Rounds	Annette Rodriguez	(14)
	Janie Aguirre*	(13)
	Ted Radoumis	(13)
Serrano	Lydia Gonzales	(14)
	Manny Zevallos	(13)
	Gilbert Aguirre*	(13)
Trujillo	Dolores H. Romero*	(14)
	Gloria Duran*	(14)
	Alicia Mora	(13)

Organizational Representatives: Nancy Stowe
Evelyn Castro-Guillen
Elvia Torres
(SPIRRIT Family Services)

**Asterisk indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Library
Community Room

Membership: 9 Voting Members
 6 Non-Voting Members

APPOINTED BY	NAME	TERM EXP.
Gonzalez	Laurie Rios*	6/30/2014
Moore	May Sharp	6/30/2014
Rounds	A.J. Hayes	6/30/2014
Serrano	Paula Minnehan	6/30/2014
Trujillo	Amparo Oblea	6/30/2014

Committee Representatives

Beautification Committee	Marlene Vernava	6/30/2013
Historical Committee	Larry Oblea	6/30/2013
Planning Commission	Frank Ybarra	6/30/2013
Chamber of Commerce	Tom Summerfield	6/30/2013

Council/Staff Representatives

Council	Richard Moore
City Manager	Thaddeus McCormack
Director of Library & Cultural Services	Hilary Keith
Director of Planning & Development	Paul Ashworth

**Asterisk indicates person currently serves on three committees*

HISTORICAL COMMITTEE

Meets Quarterly - The second Tuesday of Jan. and the first Tuesday of April, July, and Oct., at 5:30 p.m., Carriage Barn

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Ed Duran	(14)
	Gilbert Aguirre*	(13)
	Janie Aguirre*	(13)
	Sally Gaitan*	(13)
Moore	Astrid Gonzalez	(14)
	Tony Reyes	(14)
	Amparo Oblea	(13)
	Francine Rippy	(13)
Rounds	Vacant	(14)
	Vacant	(14)
	Mark Scoggins*	(13)
	Janice Smith	(13)
Serrano	Gloria Duran*	(14)
	Hilda Zamora	(14)
	Vacant	(13)
	Larry Oblea	(13)
Trujillo	Vacant	(14)
	Alma Martinez	(14)
	Merrie Hathaway	(13)
	Vacant	(13)

**Asterisk indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m., Council Chambers.

Subcommittee Meets at 6:00 p.m., Council Chambers

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jennie Carlos	(14)
	Frank Leader	(14)
	Vacant	(13)
	Raul Miranda, Jr.	(14)
	Vacant	(13)
Moore	Jimmy Mendoza	(14)
	John Salgado	(14)
	Janet Rock	(13)
	David Gonzalez	(13)
	Sheila Archuleta	(13)
Rounds	Kenneth Arnold	(14)
	Richard Legarreta, Sr.	(14)
	Luigi Trujillo	(14)
	Angelica Miranda	(13)
	Mark Scoggins*	(13)
Serrano	Lynda Short	(14)
	Bernie Landin	(14)
	Joe Avila	(14)
	Sally Gaitan*	(13)
	Fred Earl	(13)
Trujillo	Miguel Estevez	(14)
	Andrea Lopez	(14)
	Christina Maldonado	(13)
	Vacant	(13)
	Arcelia Miranda	(13)

**Asterisk indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES
Council	Angel Munoz	6/30/2015
	Ron Biggs	6/30/2013
Personnel Advisory Board	Jim Contreras	6/30/2013
Firemen's Association	Wayne Tomlinson	6/30/2013
Employees' Association	Anita Ayala	6/30/2015

PLANNING COMMISSION

Meets the second and fourth Mondays of every Month at 4:30 p.m.,
Council Chambers

Membership: 5

APPOINTED BY

NAME

Gonzalez

Laurie Rios

Moore

Manny Zevallos

Rounds

Susan Johnston

Serrano

Michael Madrigal

Trujillo

Frank Ybarra

SENIOR CITIZENS ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jul., Aug., Sep., and Dec., at 10:00 a.m., Neighborhood Center

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Gloria Duran*	(14)
	Josephine Santa-Anna	(14)
	Vacant	(13)
	Janie Aguirre*	(13)
	Ed Duran	(13)
Moore	Yoshi Komaki	(14)
	Yoko Nakamura	(14)
	Paul Nakamura	(14)
	Vacant	(13)
	Pete Vallejo	(13)
Rounds	Vacant	(14)
	Vacant	(14)
	Gloria Vasquez	(13)
	Lorena Huitron	(13)
	Berta Sera	(13)
Serrano	Vacant	(14)
	Louis Serrano	(14)
	Vacant	(14)
	Amelia Acosta	(13)
	Jessie Serrano	(13)
Trujillo	Vacant	(14)
	Vacant	(14)
	Gilbert Aguirre*	(13)
	Margaret Bustos*	(13)
	Vacant	(13)

**Asterisk indicates person currently serves on three committees*

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:30 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Vacant	(14)
	Kimberly Mette	(14)
	Jimmy Mendoza	(13)
	Vacant	(14)
	Vacant	(13)
Moore	Martha Villanueva	(14)
	Vacant	(14)
	Mary K. Reed	(13)
	Peggy Radoumis	(13)
	Jeannette Wolfe	(13)
Rounds	Manny Zevallos	(14)
	Susan Johnston	(14)
	Vacant	(14)
	Ted Radoumis	(13)
	Vacant	(13)
Serrano	Charlotte Zevallos	(14)
	Vacant	(14)
	Laurie Rios*	(13)
	Doris Yarwood	(13)
	Vacant	(13)
Trujillo	Vacant	(14)
	Andrea Lopez	(14)
	Dolores H. Romero*	(13)
	Marcella Obregon	(13)
	Vacant	(13)

*Asterisk indicates person currently serves on three committees.

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 7:00 p.m., Council Chambers

Membership: 5

APPOINTED BY	NAME
Gonzalez	Ruben Madrid
Moore	Lillian Puentes
Rounds	Ted Radoumis
Serrano	Sally Gaitan
Trujillo	Greg Berg

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Council Chambers

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Dominique Walker	()
	Victoria Molina	()
	Vacant	()
	Vacant	()
Moore	Destiny Cardona	(14)
	Gabriela Rodriguez	(13)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
Rounds	Drew Bobadilla	(13)
	Vacant	()
	Vacant	()
	Lisa Baeza	(13)
Serrano	Vacant	()
	Vacant	()
	Marisa Gonzalez	(15)
	Ariana Gonzalez	(13)
Trujillo	Maxine Berg	(15)
	Martin Guerrero	(13)
	Vacant	()
	Kevin Ramirez	(13)