



CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209

MARK A. BRECEDA
MAYOR

ALBERT F. AMBRIZ
MAYOR PRO TEM

LARRY G. BURROLA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

H. MANUEL ORTIZ
COUNCILMEMBER

AGENDA FOR THE REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

JULY 27, 2016

5:30 P.M. - CLOSED SESSION

6:30 P.M. - OPEN SESSION

IRWINDALE CITY HALL / COUNCIL CHAMBER

CLOSED SESSION – CITY HALL CONFERENCE ROOM REGULAR MEETING – CITY HALL COUNCIL CHAMBER

Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous 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 Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. 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.

Note: Staff reports are available for inspection at the office of the Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).



Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL



CLOSED SESSION – 5:30 P.M.

1. Conference with Labor Negotiator

Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: Colin Tanner, Labor Counsel

Employee Organizations: IMEA, ICEA, IPOA

2. Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

Name of Case: City of Irwindale v. Huy Fong Foods, Inc.

Case Number: BC 621610

3. Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

A) Property: 2428 Mountain Avenue
Negotiating Parties: IMD Development and Housing Authority
Under Negotiation: Price and terms of sale
Conflict of Interest: Breceda

B) Property: 2424 Mountain Avenue
8534-001-901
Negotiating Parties: Successor Agency and IMD Enterprises, LLC
Under Negotiation: Price and Terms
Conflict of Interest: Breceda

4. Public Employee Performance Evaluation

Pursuant to California Government Code Section 54957

Title: City Manager

ADJOURN

OPEN SESSION – 6:30 P.M.

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**
- D. ROLL CALL: Councilmembers: Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz;
Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda**
- E. REPORT FROM CLOSED SESSION**
- F. CHANGES TO THE AGENDA**
- G. COUNCIL MEMBER TRAVEL REPORTS**
- H. ANNOUNCEMENTS**
- I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**
- J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**
 - 1. Chamber of Commerce Business of the Month – Irwindale Event Center
 - 2. Presentation to Irwindale Police Officers’ Association from 10U West Covina All Stars

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 2 minutes and each subject limited to 6 minutes, unless such time limits are extended.

- 1. CONSENT CALENDAR**

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held June 22, 2016

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Investment Quarterly Report – June 30, 2016 (*Joint Item on Successor Agency & Housing Authority agendas*)

Recommendation: Receive and file the Investment Quarterly Report for June 30, 2016.

D. Declaration of Surplus Equipment

Recommendation: Determine the equipment described in the attached list as surplus property and authorize the City Manager, or his designee, to dispose of the property in accordance with Section 3.44.150 of the Irwindale Municipal Code.

E. Destruction of City Records

Recommendation: Receive and file the attached list of records which are eligible for destruction as they have surpassed their retention periods, per the City's adopted Records Retention Schedule.

F. Approval of Contract Amendment No. 2 to the Existing Contract with Tetra Tech BAS Geoscience for the Manning Pit Grading and Remediation Project

Recommendation: 1) Accept the terms and conditions as set forth in the Contract Agreement originally entered into between the Irwindale Community Redevelopment Agency and Tetra Tech BAS Geo-science for the Geotechnical Monitoring Services for the Manning Pit Grading and Remediation Project, and 2) approve and authorize the City Manager to execute Contract Amendment No. 2 on behalf of the City for additional geotechnical Monitoring and Testing Services.

G. Award of Professional Contract Agreement – Resurfacing of Irwindale Avenue

Recommendation: Authorize the City Manager to enter into an agreement with Sully-Miller Contracting Company in the amount of \$351,728.00 for the Irwindale Avenue Resurfacing Project.

- 2. **NEW BUSINESS**
- 3. **OLD BUSINESS**
- 4. **PUBLIC HEARINGS**
- 5. **CITY MANAGER'S REPORT**
- 6. **ADJOURN**

**SUCCESSOR AGENCY TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY**

- A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Successor Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

- A. Minutes

Recommendation: Approve the following minutes:

- 1. Regular meeting held June 22, 2016

- B. Warrants

None for Approval

- C. Investment Quarterly Report – June 30, 2016 (*Joint Item on City Council & Housing Authority agendas*)

Recommendation: Receive and file the Investment Quarterly Report for June 30, 2016.

- D. FY2016/2017 General Redevelopment Dissolution Advisory Services Agreement Between the City of Irwindale Successor Agency and RSG, Inc.

Recommendation: Approve "AN ADVISORY SERVICES AGREEMENT BETWEEN THE CITY OF IRWINDALE SUCCESSOR AGENCY AND RSG, INC. TO CONTINUE SERVING AS THE REDEVELOPMENT DISSOLUTION SERVICES CONSULTANT."

- E. Second Amendment to Broker Services Agreement Between the City of Irwindale Successor Agency and RSG, Inc. for Proposed Purchase and Sale Transactions by the City of Irwindale Successor Agency

Recommendation: Approve "SECOND AMENDMENT TO REAL ESTATE ADVISORY AND BROKER SERVICES AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY AND RSG, INC. (CALBRE CORPORATE LICENSE NO. 01930929) TO SERVE AS THE EXCLUSIVE AGENT FOR THE SALE OF REAL ESTATE AND PROVIDE OTHER REAL ESTATE ADVISORY SERVICES."

- 2. NEW BUSINESS
- 3. PUBLIC HEARINGS
- 4. ADJOURN

HOUSING AUTHORITY

- A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Housing Authority are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

- A. Minutes

Recommendation: Approve the following minutes:

- 1. Regular meeting held June 22, 2016

- B. Investment Quarterly Report – June 30, 2016 (Joint Item on City Council & Successor Agency agendas)

Recommendation: Receive and file the Investment Quarterly Report for June 30, 2016.

2. **NEW BUSINESS**
3. **PUBLIC HEARINGS**
4. **ADJOURN**

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on July 27, 2016 be posted at the City Hall, Library, and Post Office on July 21, 2016

Laura M. Nieto, CMC

Laura M. Nieto, CMC
Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

JUL 27 2016

JUNE 22, 2016
WEDNESDAY
5:33 P.M.

The Irwindale CITY COUNCIL met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Larry G. Burrola, Manuel R. Garcia (arrived at 5:34 p.m.), H. Manuel Ortiz; Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda

Also present: John Davidson, City Manager; Fred Galante, City Attorney; Anthony Miranda, Police Chief; Eva Carreon, Director of Finance; William Tam, Director of Public Works / City Engineer; Gus Romo, Director of Community Development; Mary Hull, Human Resources Manager, and Laura Nieto, Deputy City Clerk

**RECESS TO
CLOSED SESSION**

At 5:35 p.m., the City Council recessed to Closed Session to discuss the following:

Conference with Legal Counsel – Threat of Litigation

Threat of Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9

Number of cases: Two

ACTION: Discussed, update provided. No further reportable action taken on one case; direction provided on the second.

Conference with Labor Negotiator

Pursuant to California Government Code Section 54957.6

Agency Designated Representative: Colin Tanner, Labor Counsel
Employee Organizations: IMEA, ICEA, IPOA

ACTION: Update provided; no further reportable action taken.

Public Employee Performance Evaluation

Pursuant to California Government Code Section 54957

Title: City Manager

ACTION: Briefly discussed; no further reportable action taken

**RECONVENE IN
OPEN SESSION**

At 6:33 p.m., the City Council reconvened in Open Session.

**CHANGES TO THE
AGENDA**

None.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

ANNOUNCEMENTS

None.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

INTRODUCTION OF
INTERIM CITY
LIBRARIAN MEGHAN
KENNEDY

INTRODUCTION OF INTERIM CITY LIBRARIAN MEGHAN
KENNEDY

The introduction was made.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

CHAMBER OF
COMMERCE BUSINESS
OF THE MONTH –
NEIGHBORHOOD
HOMEWORK HOUSE

CHAMBER OF COMMERCE BUSINESS OF THE MONTH –
NEIGHBORHOOD HOMEWORK HOUSE

The presentation was made.

PRESENTATION TO
IRWINDALE
CHEERLEADERS

PRESENTATION TO IRWINDALE CHEERLEADERS

The presentation was made.

IRWINDALE CHAMBER
OF COMMERCE
2015-16 REVIEW

IRWINDALE CHAMBER OF COMMERCE 2015-16 REVIEW

The presentation was made.

RECOGNITION OF
CITY OF IRWINDALE
RETIREE ROBERT
LOPEZ

RECOGNITION OF CITY OF IRWINDALE RETIREE ROBERT
LOPEZ

The recognition was made.

**SPONTANEOUS
COMMUNICATIONS**

DENA ZEPEDA

Dena Zepeda requested closing Fraijo and Nora streets for a block party on July 4th.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Ortiz, seconded by Councilmember Garcia, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof, with the exception of Item Nos. 1B and 1E, which were

removed for separate consideration. The motion was unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Regular meeting held May 17, 2016.

ITEM NO. 1C
ADOPTION OF
FISCAL YEAR
2016-17 BUDGET

ADOPTION OF FISCAL YEAR 2016-17 BUDGET

ORDINANCE NO. 703
ADOPTED ON
SECOND READING

Ordinance No. 703, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2016-2017”, was adopted on second reading.

ITEM NO. 1D
INVESTMENT POLICY
REVIEW AND
DELEGATION OF
INVESTMENT
AUTHORITY

INVESTMENT POLICY REVIEW AND DELEGATION OF INVESTMENT AUTHORITY (Joint Item with Successor Agency, Housing Authority, and Reclamation Authority)

RESOLUTION NO.
2016-30-2844
ADOPTED

Resolution No. 2016-30-2844, entitled:

“A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD RATIFYING THE CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY,” was adopted.

END OF CONSENT CALENDAR

ITEM NO. 1B
WARRANTS /
DEMANDS /
PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

COUNCILMEMBER
GARCIA

Councilmember Garcia requested a report on check no. 59654, to which City Manager Davidson indicated that this payment represents two months worth of service from our City Attorney’s firm.

- DIRECTOR CARREON Director Carreon noted that lots of the fees charged by the City Attorney's firm are charged to deposits and are not actual city expenditures.
- MOTION A motion was made by Councilmember Garcia, seconded by Mayor Pro Tem Ambriz, to approve the Warrants / Demands / Payroll. The motion was unanimously approved.
- ITEM NO. 1E
REQUEST TO APPROVE A SERVICES AGREEMENT WITH LA PARTY WORKS FOR THE ACTIVITIES ASSOCIATED WITH THE 626 GOLDEN STREETS FESTIVAL AT THE IRWINDALE 626 ACTIVITY HUB TAKING PLACE ON JUNE 26, 2016, AND APPROVE AN APPROPRIATION OF \$10,000 FOR LA PARTY WORKS LABOR COSTS REQUEST TO APPROVE A SERVICES AGREEMENT WITH LA PARTY WORKS FOR THE ACTIVITIES ASSOCIATED WITH THE 626 GOLDEN STREETS FESTIVAL AT THE IRWINDALE 626 ACTIVITY HUB TAKING PLACE ON JUNE 26, 2016; AND APPROVE AN APPROPRIATION OF \$10,000 FOR LA PARTY WORKS LABOR COSTS
- DIRECTOR ROMO Director Romo discussed the staff report.
- CITY MANAGER DAVIDSON Responding to a question by City Manager Davidson, Director Romo advised that, due to the severity of the nearby fires and their impact on air quality, there is a possibility that the event would be cancelled. Should the organizers decide to cancel the event, they will provide city staff 48-hour notice.
- EFRAIN MORENO Efrain Moreno, the 626 event coordinator, noted the magnitude of the event and indicated that the Irwindale hub will be the largest one. He also thanked city staff that volunteered in making the necessary arrangements.
- COUNCILMEMBER ORTIZ Councilmember Ortiz asked whether the sponsors had paid their fees, to which Director Romo noted that the city has collected about 80% of the fees. The rest are preparing check payments.
- CARMEN ROMAN Carmen Roman asked about city expenses related to the event, to which Director Romo advised that the city has received commitment letters from event sponsors that will cover costs. He said that staff believes the \$1,958 that is currently being requested from the city will also be covered.

- COUNCILMEMBER BURROLA Councilmember Burrola asked about outside police agencies providing enforcement assistance, to which Chief Miranda advised that they will not provide assistance. However, staff is comfortable with the law enforcement plan currently in place.
- COUNCILMEMBER ORTIZ Responding to a question by Councilmember Ortiz, Chief Miranda indicated that the Sheriff's Department will work in the hub only.
- COUNCILMEMBER GARCIA Councilmember Garcia recommended that any necessary electric work be done professionally to avoid potential hazards, to which Director Romo advised that LA Partyworks will soon be submitting a building permit application for the electrical work, that the Fire Department will also issue permits for the tents, and that the inspector will also inspect the area for dangerous conditions.
- Councilmember Garcia also expressed concern over decibel levels.
- CITY ATTORNEY GALANTE City Attorney Galante suggested modifying the agreement to note that, should the event be cancelled, then no payment is due, and if payment is made before the event is cancelled, then the payment will be returned and the agreement is void.
- MOTION A motion was made by Mayor Pro Tem Ambriz, second by Mayor Breceda, to approve and authorize a Services Agreement with LA PartyWorks for the activities associated with the 626 Golden Streets Festival at the Irwindale 626 Activity Hub taking place on June 26, 2016, pursuant to the attached Services Agreement, and adopt
- RESOLUTION NO. 2016-36-2850
ADOPTED **Resolution No. 2016-36-2850**, entitled:
"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING AN APPROPRIATION IN THE AMOUNT OF \$10,000 FOR POTENTIAL EXPENSES RELATED TO THE IRWINDALE 626 GOLDEN STREETS ACTIVITY HUB FOR FISCAL YEAR 2015-2016." The motion was unanimously approved.
- NEW BUSINESS**
- ITEM NO. 2A**
DISCUSSION ON TRAFFIC SAFETY AT NORA/FRAIJO AND CYPRESS STREETS DISCUSSION ON TRAFFIC SAFETY AT NORA/FRAIJO AND CYPRESS STREETS (Requested by Councilmember Ortiz, verbal)
- CITY ATTORNEY GALANTE City Attorney Galante noted that the suggested signal would be located within 500 feet of both Mayor Breceda's and Councilmember Ortiz's properties and, as such, he suggested that they both recuse themselves from discussing this matter.

COUNCILMEMBER
ORTIZ AND
MAYOR BRECEDA Councilmember Ortiz and Mayor Breceda both declared potential conflicts of interest, recused themselves from discussing this matter, and exited the Council Chambers.

CITY MANAGER
DAVIDSON City Manager Davidson advised that this matter was placed on the agenda per the request of resident Luther Ritter.

LUTHER RITTER Luther Ritter stated that that, during his tenure as Traffic Sergeant for the Irwindale Police, he has seen how Cypress traffic has increased and how it is now being used as a bypass for the 605/210 freeway interchange. He also spoke on visibility obstructions along the street and the high rate of speed at which motorists travel. He suggested installing a traffic signal and additional speed enforcement by the police to avoid potential accidents.

DIRECTOR TAM Director Tam suggested that staff review accident records along this route for the past five years to determine the cause of any/all accidents and establish a base to make a proposed improvement. He indicated that all pertinent details, such as the street being used as a bypass, will be included in the study, which should be completed in about six to eight weeks.

COUNCILMEMBER
GARCIA Councilmember Garcia agreed that motorists do tend to speed on Cypress and requested that the timeline for the presentation of the study be shortened. He also requested that staff check into establishing a crosswalk on Nora or Fraijo.

MOTION A motion was made by Councilmember Garcia, seconded by Councilmember Burrola, to direct staff to prepare a traffic safety study at Nora, Fraijo, and Cypress Streets.

ART TAPIA Responding to a question by Art Tapia, City Manager Davidson advised that the study will include both Nora and Fraijo streets.

ROLL CALL The above-mentioned motion was unanimously approved; Councilmember Ortiz and Mayor Breceda absent.

ITEM NO. 2B
DISCUSSION RELATED
TO STREET CLOSURE
PETITION SUBMITTED
BY NORA STREET
RESIDENTS DISCUSSION RELATED TO STREET CLOSURE PETITION SUBMITTED BY NORA STREET RESIDENTS (Requested by Councilmember Ortiz, verbal)

CITY ATTORNEY
GALANTE City Attorney Galante noted potential conflicts of interests on this item for Councilmember Ortiz and Mayor Breceda, though the conflict would only exist for one day. He stated his belief that any decision made relating to this item would have a significant impact on their properties, so he left the decision to recuse themselves on Councilmember Ortiz and Mayor Breceda.

- CITY MANAGER DAVIDSON** City Manager Davidson noted that closing the streets would result in costs which would need to be borne by the residents. He added that the request was made via a petition signed by residents of Nora to close the street for a block party, from 6:00 p.m. to 10:00 p.m.
- LUTHER RITTER** Luther Ritter stated that motorists have been speeding along these streets for the past few years and that closing the streets would mitigate this and increase safety.
- CARMEN ROMAN** Carmen Roman suggested that Councilmember Ortiz and Mayor Breceda recuse themselves from discussing this matter. She also spoke in support of closing the streets.
- CITY ATTORNEY GALANTE** Responding to a question by City Attorney Galante, City Manager Davidson advised that the previous street closure was approved by the Council through a Resolution, as is past practice.
- CHIEF MIRANDA** Chief Miranda added that, since this is not a city-sponsored activity, the city should not assume any liability. The residents would be required to pay for any applicable insurance.
- COUNCILMEMBER BURROLA** Councilmember Burrola requested that the dry brush near the vacant property on Nora be cleared, to which Director Tam indicated that staff has the area on the schedule for cleaning.
- MOTION** A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Burrola, to permit the street closure on Nora Street residents from 6:00 p.m. to 10:00 p.m. for a block party. The motion was unanimously approved; Councilmember Ortiz and Mayor Breceda abstaining.

OLD BUSINESS None.

PUBLIC HEARINGS

ITEM NO. 4A SEWER MAINTENANCE AND STREET LIGHTING MAINTENANCE ASSESSMENT DISTRICTS FOR THE IRWINDALE BUSINESS CENTER

SEWER MAINTENANCE AND STREET LIGHTING MAINTENANCE ASSESSMENT DISTRICTS FOR THE IRWINDALE BUSINESS CENTER

DIRECTOR CARREON Director Carreon discussed the staff report.

OPEN PUBLIC HEARING At 7:59 p.m., Mayor Brececa opened the public hearing.

CLOSE
PUBLIC HEARING

There being no speakers, Mayor Breceda closed the public hearing at 7:59 p.m.

RESOLUTION NO.
2016-32-2846
ADOPTED

Resolution No. 2016-32-2846, entitled

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR BEGINNING JULY 1, 2016, AND ENDING JUNE 30, 2017, WITHIN THE EXISTING IRWINDALE BUSINESS CENTER SEWER MAINTENANCE DISTRICT,” and

RESOLUTION NO.
2016-33-2847
ADOPTED

Resolution No. 2016-33-2847, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR BEGINNING JULY 1, 2016, AND ENDING JUNE 30, 2017, WITHIN THE EXISTING IRWINDALE BUSINESS CENTER STREET LIGHTING MAINTENANCE DISTRICT,” were passed, approved, and adopted, on the motion of Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, and unanimously approved.

**CITY MANAGER'S
REPORT**

CITY MANAGER
DAVIDSON

City Manager Davidson reported on the Coffee with a Cop event to be held on June 24 at the Metro Station, and noted that Chief Miranda, Sergeant Sapien, and Officer Weinrich all recently competed at the Police and Fire Olympics.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:02 p.m.

Laura M. Nieto, CMC
Deputy City Clerk

Accounts Payable

Checks by Date - Summary By Check Number

User: mzepea
Printed: 7/20/2016 - 5:10 PM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
59944	FRANC06	Franchise Tax Board	07/07/2016	200.00
59945	JenkinsH	Helen Louise Jenkins	07/07/2016	750.00
59946	AMERIC34	American Fidelity Assurance Co	07/07/2016	1,760.47
59947	BURGUA01	Rene Burguan	07/07/2016	750.00
59948	CARDEN01	Rudy Cardenas	07/07/2016	150.00
59949	FRONT01	Frontier Communications	07/07/2016	1,527.22
59950	SWANK01	Swank Motion Pictures, Inc.	07/07/2016	510.00
59951	ALLIAN	Alliant Insurance Services, Inc.	07/07/2016	1,845.00
59952	Ayala01	Leonor Ayala	07/07/2016	193.75
59953	CALIFO02	California American Water	07/07/2016	54.50
59954	CHARTE01	Charter Communications	07/07/2016	240.97
59955	DEPATI01	Jeanette DePatie	07/07/2016	360.00
59956	DURANJ	Jeanette Duran	07/07/2016	54.00
59957	GASCOM	Gas Company, The	07/07/2016	911.70
59958	SOUTHE17	Golden State Water Company	07/07/2016	539.31
59959	MCIWOR	MCI Comm Service	07/07/2016	35.35
59960	RAFTERJ	John Rafter	07/07/2016	450.00
59961	VALLEY01	Valley County Water District	07/07/2016	6,235.06
59962	VALLEY09	Valley View Mutual Water Co.	07/07/2016	52.23
59963	KINDER01	Kinderwise	07/12/2016	275.00
59964	AMERIC34	American Fidelity Assurance Co	07/14/2016	1,760.47
59965	BLUECR02	Anthem Blue Cross	07/14/2016	13,864.31
59966	BANKOF03	Bank of The West	07/14/2016	391.01
59967	CHARTE01	Charter Communications	07/14/2016	120.87
59968	LACOUN02	County of Los Angeles	07/14/2016	1,164.00
59969	COUSIN01	David Cousin	07/14/2016	325.00
59970	FRONT01	Frontier Communications	07/14/2016	59.01
59971	GATTO01	Rudy Gatto	07/14/2016	127.25
59972	NATION23	National Union Fire Insurance	07/14/2016	438.98
59973	SHERAT03	Sheraton Gateway Hotel-Los Ang	07/14/2016	416.48
59974	SY01	Marie Sy	07/14/2016	50.00
59975	ALESHIRE	Aleshire & Wynder, LLP	07/14/2016	1,642.50
59976	AVILAR02	Robert Avila	07/14/2016	448.80
59977	BANKOF03	Bank of The West	07/14/2016	6,353.84
59978	OROSCO05	Rebecca Bardales	07/14/2016	448.80
59979	CALIFO02	California American Water	07/14/2016	861.17
59980	CAMPOS03	Manuel Campos	07/14/2016	448.80
59981	CELL01	Cell-Crete Coporation	07/14/2016	3,970.00
59982	CHARTE01	Charter Communications	07/14/2016	122.48
59983	ESPINO10	Iris Espino	07/14/2016	448.80
59984	FEDEX	FedEx	07/14/2016	5.74
59985	FRAIJO02	John Fraijo	07/14/2016	448.80
59986	HOMEDE	Home Depot Credit Services	07/14/2016	337.49
59987	HOYEN	Noelle Hoyer	07/14/2016	450.00
59988	MCMILLAN	Kent McMillan	07/14/2016	6,975.00

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
59989	SANGAB11	San Gabriel Valley Newspaper	07/14/2016	4,545.36
59990	SMART&	Smart & Final	07/14/2016	1,458.18
59991	SCE02	Southern California Edison	07/14/2016	24,575.92
59992	SOUTHE02	Southern California Edison-	07/14/2016	32.00
59993	SPARKL	Sparkletts Drinking Water	07/14/2016	78.86
59994	VALLEY01	Valley County Water District	07/14/2016	29.07
59995	WELLS01	Wells Fargo Vendor Fin Serv	07/14/2016	344.03
59996	XEROXC	Xerox Corporation	07/14/2016	135.06
59997	BARNEY	Barney's Locksmith Service	07/27/2016	59.96
59998	BURGUA01	Rene Burguan	07/27/2016	1,000.00
59999	CALIFO40	California Municipal	07/27/2016	155.00
60000	CERVAN08	Chon Cervantes	07/27/2016	142.00
60001	COUNTY13	County of Los Angeles	07/27/2016	578.14
60002	DUNNBR	James R. Dunn	07/27/2016	240.00
60003	INDEPE	Independent Cities Association	07/27/2016	525.00
60004	INTERV	Inter-Valley Pool Supply	07/27/2016	345.80
60005	JOEAGO	Joe A. Gonsalves & Son	07/27/2016	4,750.00
60006	JOHNNY02	Johnny's Pool Service	07/27/2016	567.69
60007	LEAGUE02	League Of California Cities	07/27/2016	924.00
60008	LEWISE	Lewis Engraving, Inc.	07/27/2016	42.51
60009	MORENO02	Jose Moreno	07/27/2016	400.00
60010	PROPRINT	Pro Printing, Inc.	07/27/2016	111.18
60011	SGVCOU01	SGV Council Of Governments	07/27/2016	5,640.97
60012	WILLDAN	Willdan Financial Services	07/27/2016	2,903.48
60013	ACOSTA05	Pauline Acosta	07/27/2016	75.00
60014	ALPHA02	Alpha & Omega Roofing	07/27/2016	4,500.00
60015	AZUSAP01	Azusa Plumbing Supply	07/27/2016	250.48
60016	B&KELE02	B & K Electric Wholesale	07/27/2016	234.22
60017	BAKER01	Baker & Taylor Books	07/27/2016	1,484.96
60018	CALTRON	Caltronics Business Systems	07/27/2016	262.52
60019	BREA01	City of Brea - IT	07/27/2016	16,830.00
60020	CROP01	Crop Production Services, Inc.	07/27/2016	975.67
60021	DIVISI01	Division of the State Architect	07/27/2016	195.00
60022	DUDEK01	Dudek	07/27/2016	8,776.88
60023	ELIFEGUA	eLifeguard, Inc.	07/27/2016	77.20
60024	ELITEE	Elite Elevator, Inc.	07/27/2016	350.00
60025	ENVIRO03	Environmental Impact Sciences	07/27/2016	16,528.25
60026	FERGUS01	Phyllis Ferguson	07/27/2016	75.00
60027	GARVEY	Garvey Equipment Co	07/27/2016	2,209.57
60028	GONZAL21	Angel Gonzalez	07/27/2016	75.00
60029	GONZAL18	Pat Gonzalez	07/27/2016	300.00
60030	HERRER01	Rebecca Herrera	07/27/2016	300.00
60031	HONEYW01	Honeywell International Inc.	07/27/2016	1,607.50
60032	IRWIND21	Irwindale Hand Wash & Auto Det	07/27/2016	399.84
60033	ITERIS	Iteris, Inc.	07/27/2016	3,980.00
60034	JACKSO	Jackson Electric	07/27/2016	300.00
60035	COORYE	Samir M. Khoury	07/27/2016	270.00
60036	M3	M3	07/27/2016	899.25
60037	MADRIG	Linda Madrigal	07/27/2016	75.00
60038	MENDEZ05	Maria Mendez	07/27/2016	75.00
60039	MISSIO	Mission Linen Supply	07/27/2016	121.81
60040	MORRIS02	Morrison Management Specialist	07/27/2016	2,925.00
60041	NUTRIT01	Nutrition Services	07/27/2016	1,356.75
60042	OFFICE03	Office Depot	07/27/2016	2,204.34
60043	ORTEGA06	Robert Ortega	07/27/2016	75.00

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
60044	ORTIZH	H. Manuel Ortiz	07/27/2016	75.00
60045	PACHEC01	Citlali Pacheco	07/27/2016	75.00
60046	PHASEII	PARS	07/27/2016	1,750.00
60047	PerezM	Mary Perez	07/27/2016	390.00
60048	PRAXAI	Praxair	07/27/2016	1,306.91
60049	QUINN02	Quinn Company	07/27/2016	252.00
60050	RODRIG09	Yolanda Rodriguez	07/27/2016	75.00
60051	ROINETWK	ROI Networks, LLC	07/27/2016	450.00
60052	ROSENO	Rosenow Spevacek Group Inc	07/27/2016	3,380.00
60053	MARUNA	Masataka Sakaue	07/27/2016	32.51
60054	SCFUELS	SC Fuels	07/27/2016	1,015.78
60055	SEISMORE	Seismore Construction	07/27/2016	23,628.02
60056	SHELTE01	ShelterClean, Inc.	07/27/2016	1,400.00
60057	YALE02	Yale Chase Equipment & Service	07/27/2016	55.90
Report Total:				209,833.73

City Council Agenda

Item No. 1C

July 27, 2016

Successor Agency Agenda

Item 1C

July 27, 2016

Housing Authority Agenda

Item 1B

July 27, 2016

AGENDA REPORT

Date: July 27, 2016

To: Honorable Mayor and City Council
Successor Agency Board
Housing Authority Board

From: John Davidson, City Manager/Executive Director

Subject: Investment Quarterly Report – June 30, 2016.

City Manager's Recommendation:

Receive and file the Investment Quarterly Report for June 30, 2016.

Background:

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments to the City Council/Boardmembers for review and compliance with the City's adopted investment policy. The attached investment report summarizes the City's investments as of June 30, 2016. The report shows that funds are invested in the Local Agency Investment Fund (LAIF), certificates of deposits and federal agency securities. All investments are in compliance with the City's adopted investment policy.

Fiscal Impact  (Initial of CFO) None.

Legal Impact _____ (Initial of Legal Counsel) None.

Contact Person: Eva Carreon, City Treasurer (626) 430-2221

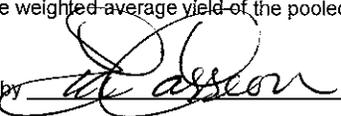


John Davidson, City Manager/
Executive Director

**CITY OF IRWINDALE
SCHEDULE OF INVESTMENTS
June 30, 2016**

DESCRIPTION OF SECURITY	FACE VALUE OR ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MARKET VALUE	INVESTMENT RATING
CITY OF IRWINDALE INVESTMENTS						
MONEY MARKET FUNDS						
LOCAL AGENCY INVESTMENT FUND (LAIF):						
ACCOUNT # 98-19-394 - CITY	\$ 16,328,281	0.58%			\$ 16,328,281	
ACCOUNT # 25-19-004 - HOUSING AUTHORITY	12,664,851	0.58%			12,664,851	
ACCOUNT # 65-19-050 - SUCCESSOR AGENCY	11,138,923	0.58%			11,138,923	
CERTIFICATES OF DEPOSIT						
CIT BANK SALT LAKE CITY UTAH	225,000	1.80%	08/17/11	08/17/16	225,347	
REPUBLIC BANK BOUNTIFUL UTAH	225,000	1.70%	08/19/11	08/19/16	225,331	
VERMILLION STATE BANK MN	225,000	1.50%	08/31/11	08/31/16	225,356	
LUANA SAVINGS BANK	225,000	1.50%	09/02/11	09/02/16	225,367	
ALLY BANK	240,000	1.15%	10/30/13	10/31/16	240,499	
BARCLAYS BANK DELAWARE	240,000	1.90%	12/07/11	12/07/16	241,298	
EVERGREEN BANK GROUP	240,000	0.80%	12/30/14	12/30/16	240,382	
TCB NATIONAL BANK	240,000	0.80%	12/31/14	01/03/17	240,293	
BANK OF BARODA	240,000	1.10%	02/04/14	02/06/17	240,874	
CELTIC BANK	240,000	1.00%	12/30/14	03/30/17	240,701	
STEARNS BANK NA	240,000	0.90%	12/31/14	03/31/17	240,564	
INDEPENDENT BANK MEMPHIS	240,000	1.00%	12/30/14	06/30/17	240,636	
SYNOVUS BANK GA	240,000	1.10%	12/30/14	06/30/17	240,826	
THIRD FED SAVINGS & LOAN	240,000	1.40%	11/27/13	11/27/17	242,417	
MEDALLION BK	240,000	1.25%	12/28/15	12/28/17	241,025	
BRICKELL BANK CTF	240,000	1.20%	12/31/15	12/29/17	241,027	
EAGLE BANK CTF	240,000	1.25%	12/30/15	12/29/17	241,378	
FNB OF MCGREGOR TX	240,000	1.15%	12/31/14	01/02/18	241,025	
FIRST NIAGARA BANK CTF	240,000	1.30%	01/08/16	01/08/18	241,092	
LYONS NATIONAL BANK (LYNB)	240,000	1.30%	01/30/14	01/30/18	241,426	
MERCHANTS NATL BANK OH	240,000	1.60%	11/27/13	06/27/18	243,816	
BANK OF THE CALIFORNIA	240,000	1.50%	12/31/14	06/29/18	242,026	
MORTON COMMUNITY BANK (HCBCT)	240,000	1.30%	12/30/14	06/29/18	241,982	
COMPASS BANK CTF	240,000	1.55%	12/31/15	07/02/18	242,546	
BMW BANK OF NORTH	240,000	2.10%	10/25/13	10/25/18	245,093	
GE CAPITAL RETAIL BANK	240,000	2.15%	10/25/13	10/25/18	245,916	
SALLIE MAE BANK	240,000	2.00%	11/27/13	11/27/18	245,136	
WELLS FARGO BANK	240,000	1.55%	12/30/15	12/31/18	243,773	
BELMONT BANK & TRUST	240,000	1.35%	01/13/16	01/14/19	244,723	
GOLDMAN SACHS BANK	240,000	2.00%	05/07/14	05/07/19	245,376	
BANK LIBERTY	240,000	1.50%	12/30/15	06/28/19	240,166	
FARM BUREAU BANK (FARMBU)	240,000	1.50%	01/14/16	07/15/19	242,441	
AMERICAN EXPRESS	240,000	2.05%	12/30/15	12/30/19	246,538	
CONNECTONE BK NJ	240,000	1.85%	12/30/14	12/30/19	246,814	
GUARANTY BANK	240,000	1.60%	12/29/15	12/30/19	246,094	
MB FINANCIAL BANK	240,000	1.60%	01/08/16	01/08/20	247,438	
EAGLE BANK CTF	240,000	1.60%	01/13/16	01/13/20	240,276	
CENTRAL BANK ILLINOIS	240,000	1.90%	12/31/15	12/31/20	241,548	
INVESTORS COMM BANK	240,000	1.90%	12/31/15	12/31/20	244,680	
US GOVERNMENT AGENCIES						
FEDERAL HOME LOAN BANK - FHLB	1,998,000	1.00%	03/26/14	06/21/17	2,007,800	AAA
FEDERAL NATIONAL MORTGAGE ASSN - FNMA	2,457,500	1.25%	03/19/14	01/30/19	2,500,375	AAA
FEDERAL FARM CREDIT UNION - FFCB	3,000,000	1.25%	03/29/16	03/29/19	3,005,340	AAA
FEDERAL NATIONAL MORTGAGE ASSN - FNMA	1,400,000	1.00%	06/30/16	06/28/19	1,400,000	AAA
FEDERAL HOME LOAN MTG CORP - FHLMC	988,500	1.25%	12/29/15	10/02/19	1,011,880	AAA
FEDERAL HOME LOAN MTG CORP - FHLMC	3,000,000	1.42%	03/30/16	03/30/20	3,007,260	AAA
FEDERAL NATIONAL MORTGAGE ASSN - FNMA	4,000,000	1.17%	06/30/16	03/30/20	4,000,000	AAA
FEDERAL HOME LOAN MTG CORP - FHLMC	4,000,000	1.50%	04/14/16	04/14/21	4,005,520	AAA
FEDERAL HOME LOAN MTG CORP - FHLMC	5,000,000	1.00%	06/30/16	06/30/21	5,000,000	AAA
TOTAL INVESTMENTS	<u><u>75,276,055</u></u>				<u><u>75,463,470</u></u>	

It has been verified that this investment portfolio is in conformity, exclusive of items identified, with the City of Irwindale's investment policy which was approved by City Council on June 22, 2016. The Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the pooled investment portfolio is 1.49 years. The weighted average yield of the pooled investments at cost is 0.907%. Market prices of securities are obtained directly through Bank of the West.

Approved by 

Eva Carreon, Director of Finance/City Treasurer

AGENDA REPORT

JUL 27 2016

Date: July 27, 2016
To: Honorable Mayor and City Council
From: John Davidson, City Manager
Issue: Declaration of Surplus Equipment

City Manager's Recommendation:

Determine the equipment described in the attached list as surplus property and authorize the City Manager, or his designee, to dispose of the property in accordance with Section 3.44.150 of the Irwindale Municipal Code.

Analysis:

The items on the attached list are obsolete, worn out, broken, or no longer suitable for City use. The equipment listed is occupying storage space and has no potential marketable value. As such, the Purchasing Agent declares the equipment to be surplus property.

Section 3.44.150 of the Irwindale Municipal Code requires that items declared by the Purchasing Agent as surplus property be disposed of by a competitive bid process. Given the value of the equipment, the most efficient and cost effective method of securing competitive bids is through a public auction service. A public auction will provide the City with the highest bid and the equipment will be sold in a single, efficient manner. All e-waste equipment with nominal or no value will be disposed of at a local e-waste event.

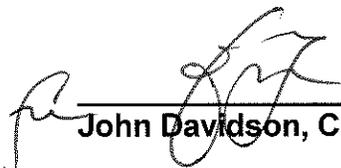
Fiscal Impact:

The surplus equipment is of nominal or no value. Any funds received from the public auction of the surplus equipment would be credited to the General Fund. The City anticipates the amount of any proceeds received would be immaterial.

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Contact Person: Eva Carreon, Director of Finance
Phone: (626) 430-2221



John Davidson, City Manager

Attachment: Surplus Equipment & E-Waste List

City of Irwindale
Surplus Equipment & E-Waste Items for Disposal
July 27, 2016

Type	Qty	Item Description	Serial Number	City Tag
Surplus	40	Office Chairs-Worn/Broken/Unusable		
Surplus	1	Brown Desk-City Clerk Dept		
Surplus	9	Office Tables & Desks		
Surplus	20	Office cubicle partitions		
Surplus	16	Filing Cabinets		
Surplus	12	Exercise Machines		
Surplus	4	Picture Frames		
Surplus	1	Eco-Rec Tape Recorder		
Surplus	1	Sofa/Sofa Chair set		
Surplus	1	Bingo Screen		
Surplus	1	Vending Machine		
Surplus	1	Cement Mixer		
Surplus	2	Electronic Traffic Signs		
Surplus	2	Propane Tanks		
Surplus	2	Air Compressors		
Surplus	1	Electric Pedestal		
Surplus	1	Welder		
Surplus	1	Lawn Mower		
Surplus	1	Hoist Pulleys & Chains		
Surplus	1	Ice Machine		
Surplus	1	Christmas Decorations		
Surplus	1	Fiesta Booth		
e-waste	1	APC Back up UPS XS1500	JB0432022574	
e-waste	1	APC Back up UPS XS1500	JB0411014963	
e-waste	1	HP DC7800 PC	MXL8270Q5R	
e-waste	1	HP DC7800 PC	2UA8190JDK	
e-waste	1	HP DC7800 PC	MXL8270QSV	
e-waste	1	HP DC7600 PC	2UA6281N49	
e-waste	1	HP DC7800 PC	2UA8190JDF	
e-waste	1	HP DC7800 PC	2UA8190JDP	
e-waste	1	HP DC PC	2UA7350FUB	
e-waste	1	HP DC 7600 PC	2UA615108D	
e-waste	1	HP DC7800 PC	MXL7480L25	
e-waste	1	HP DC7700 PC	MXL7310HHB	
e-waste	1	ASUS PC	PLANNING INTERN	
e-waste	1	HP DV1227US LAPTOP	CNF5291JLG	
e-waste	1	HP COMPAQ NC6320 LAPTOP	CNV7030X66	
e-waste	1	HP COMPAQ NC6320 LAPTOP	CNN7030WWD	
e-waste	1	HP Monitor 17" L1706	CNN7260XOF	
e-waste	1	Samsung Monitor MJ19ASKBJ	MJ19HCJXB40375W	
e-waste	1	HP Monitor 19" L1910	CNC930P65D	
e-waste	1	Samsung Monitor BL19BSSB	BL19HVEY607735Z	
e-waste	1	HP Monitor 19" L1910	CNC930P6CX	
e-waste	1	Samsung Monitor SyncMaster 171s	GH17H4JT409934M	
e-waste	1	Samsung Monitor SyncMaster 170n	GH17H9NW507495W	
e-waste	1	Samsung Monitor SyncMaster 170n	NB17H9NW702333P	
e-waste	1	View Sonic Monitor VG700B	AIR030700899	
e-waste	1	HP Monitor 19" HSTND-2341-13	CNK8130NX2	
e-waste	1	Sony Monitor SDM-591	4250849	
e-waste	1	HP Monitor 19" L19706	CNN7384CQB	
e-waste	1	HP Monitor 19" L19706	CNC730QVKG	
e-waste	1	HP Monitor 19" L1950	CNK8130NWZ	
e-waste	1	HP Monitor 19"L1910	CNC930P6CW	
e-waste	1	HP Monitor 19" L1950	CNK8130NXZ	
e-waste	1	Samsung Monitor 22BW	MEZZHVC620407T	
e-waste	1	Samsung Monitor SyncMaster 170W	GH17HMF722823T	

Type	Qty	Item Description	Serial Number	City Tag
e-waste	1	Samsung Monitor SyncMaster 170W	GH17HMF22848K	
e-waste	1	Samsung Monitor SyncMaster 171S	GH17H45T409960K	
e-waste	1	Samsung Monitor SyncMaster 171S	GH17H45T409755W	
e-waste	1	Samsung Monitor SyncMaster 170W	GH17HMF22823413	
e-waste	1	Planar Monitor	M0048HE322047	
e-waste	1	HP Scanjet 8200	CN362T0744	
e-waste	1	HP Color Laserjet 2605dn	CNHC82F37U	
e-waste	1	Sony 10-key bay	A8059514A	
e-waste	1	Sony Compact Woofer Bay	A8659753A	
e-waste	1	Card Scan 600cx	70329008276	
e-waste	1	Card Scan 600c	60127002420	
e-waste	1	HP Jet Direct EX Plus	SG81622078	
e-waste	1	HP Jet Direct EX Plus	SG82134227	
e-waste	1	HP Jet Direct EX Plus	SG82124342	
e-waste	1	HP Jet Direct EX Plus 3	SG82321098	
e-waste	1	HP Jet Direct EX Plus 3	SG82321096	
e-waste	1	TEAC CD-Rom Drive	1283647	
e-waste	1	M Walker	MC50212-024	
e-waste	1	Snap server 1100	FCD19BH264	
e-waste	1	Snap Server 2200	FCD08BK074	
e-waste	1	OMNI 1000 LCD UPS	9515CY00M535702630	
e-waste	1	APC Backup UPS ES 750	3B0705X07468	
e-waste	1	APC Backup UPS ES 650	3BD546X06335	
e-waste	1	Monroe Z130	AA010939	
e-waste	1	Altec Lansing Speaker System	23050ALUS0066345	
e-waste	1	Harmon Kardon Speakers	CN-01D430-48220-190-036F	
e-waste	6	Mice		
e-waste	53	Keyboards		
e-waste	1	Asus computer	No serial number	
e-waste	1	HP DC7800	2UA8190JDW	
e-waste	1	HP DC7800	MXL7480LZM	
e-waste	1	DELL OPIPLEX GX620	81PCW91	
e-waste	1	HP DC7700U	MXL7310HH7	
e-waste	1	HP 8000	MXL1260VU95	
e-waste	1	HP DC7700U	ZUA7350FVP	
e-waste	1	HP DC7600	2US76150ZXN	
e-waste	1	HP DC7800	MXL8270Q5F	
e-waste	1	HP DC7700	MXL7390LSK	
e-waste	1	HP DC7800	MXL8270W5N	
e-waste	1	HP DC7700	MX77250DZQ	
e-waste	1	HP DC7600	MXM536009K	
e-waste	1	HP DC7700	MXL7390LSH	
e-waste	1	HP DC7700 ULTRA SLIM	MXL7310HH8	
e-waste	1	HP DC7600	2UA63003W7	
e-waste	1	HP DC7800C9	2UA8170JHJ	
e-waste	1	HP DC7800	2UA8190JDL	
e-waste	1	Microline	No serial number	
e-waste	1	Quality Computers	No serial number	
e-waste	1	HP DC 7700	2UA73118YZ	
e-waste	1	HP DC 7800	MXL8270Q60	
e-waste	1	NEC Multisyn LCD 195nxm Monitor	88M18370NA	
e-waste	1	Princeton Monitor	WCCC1703346	
e-waste	1	HP Monitor L1700 17"	CNN7260X2T	
e-waste	1	HP Monitor L1950 19"	CNK8131OCT	
e-waste	1	Samsung Syncmaster 2463UW Monitor	L124HVMSB000255	
e-waste	1	HP Monitor LP2465 24"	CNK720066J	
e-waste	1	Dell Monitor 2407WFPb	MX-0CC307-46634-767-1MVU	
e-waste	1	Dell Monitor 2407WFPb	MX-0CC307-46634-73Q-3D5U	
e-waste	1	Dell Monitor 2405FPW	CN-0T6133-46633-630-03YS	
e-waste	1	Dell Monitor 2405FPW	CN-0T6133-46633-630-0DFS	
e-waste	1	HP Monitor LA1751g 17"	CNC118R8TS	
e-waste	1	View Sonic Professional Series Monitor PF775	DZ9410097	

Type	Qty	Item Description	Serial Number	City Tag
e-waste	1	Kenwood Stereo XD-A55		
e-waste	1	Altec Lansing Subwoofer and speakers		
e-waste	1	Flow Pint Router 144	F246585	
e-waste	1	HP procurve switch 408 T4097B	JW408MVU2L	
e-waste	1	Power Strip		
e-waste	2	APC Backup UPS 350		
e-waste	1	HP Deskjet 882C	MX936190D8	
e-waste	1	HP Color Laserjet 3000N	CNXBL08627	
e-waste	1	HP Laser Jet 1200	CNC4003450	
e-waste	1	HP Photo Smart 7520	CN39B18171	
e-waste	1	HP Laser Jet 1300	CNCBJ2713	
e-waste	1	Asus computer	No serial number Spire PC	
e-waste	1	HP DC7700	MXL7310HH9	
e-waste	1	Asus computer	No serial number Check scanner pc	
e-waste	1	HP DC7800	MXL8270Q5R	
e-waste	1	HPDC7800	2UA8190JDK	
e-waste	1	Asus computer	No serial number	
e-waste	1	HP DC7700	MXL7310HHB	
e-waste	1	HP Monitor L1900 19"	CNN7384FX0	
e-waste	1	HP Laserjet 4	JPBF061386	
e-waste	1	View Sonic VG7006	A1R030700901	
e-waste	1	Fujitsu fi-4340C	711640	
e-waste	1	3com switch	0100/LWZ6028521	
e-waste	1	HP Pavillion dv1000	CNF5291J1G	
e-waste	1	HP Compaq NC6320	CNU7030WWJ	
e-waste	1	HP Compaq NC6320	CNU7030X66	
e-waste	1	HP Compaq 6910P	CND810218R	
e-waste	1	HP Compaq 6515b	CNU7460LQB	
e-waste	1	HP Compaq nx9420	CND7121KNY	
e-waste	1	HP Compaq nx9420	CND64711YM	
e-waste	1	HP Compaq nx9420	CND7121M7W	
e-waste	1	APC Backup UPS 650		
e-waste	1	HP dc7800	MXL8270Q5N	
e-waste	1	HP dc7800	MXL8270Q60	
e-waste	1	AURORA Video Switch		187
e-waste	1	AURORA Video Switch		188
e-waste	1	Vicon VM5123		225
e-waste	1	Panasonic TR-990c		190
e-waste	1	Panasonic TR-990c		189
e-waste	1	Vicon Tape Player		185
e-waste	1	Vicon Tape Player		186
e-waste	1	HPL1910	CNC936P6CW	
e-waste	1	HPL1950	CNK8130NWZ	
e-waste	1	HP dc5100SFF	2UA6120NDL	
e-waste	1	Seagate Freeagent	5QD0VFEJ	
e-waste	1	Seagate Freeagent	5QD052QL	
e-waste	1	APC- Back-UPS 500	1B0120522756	
e-waste	1	3com Switch	0100/7tf015472	
e-waste	1	HP Procurve switch 2524	5G517NV201	
e-waste	1	HP Procurve switch 2524	5G517NV27Y	
e-waste	1	Sonic Wall Pro 230	0040101780C0	
e-waste	1	HP Proliant DL140	USE524AWN	
e-waste	1	HP Proliant DL360G5	MXQ832A3T0	
e-waste	1	HP Proliant DL360G5	MXQ832A3VH	
e-waste	1	HP Proliant ML350		740
e-waste	2 Boxes	Misc Cables		
e-waste	1 Box	Power Adapters		
e-waste	1 Box	Power Cords		
e-waste	1 Box	15 Year Old Software		
e-waste	6	Seagate Hard Drives 500 GB		
e-waste	4	Mobile Computer Keyboards		
e-waste	1	HP 19" Monitor L1950	CNK8130NWZ	

Type	Qty	Item Description	Serial Number	City Tag
e-waste	1	HP Laptop 6910p	CND8042V7N	
e-waste	1	HP Laptop 6830s	CNU837552B	794
e-waste	1	HP Laptop 6830s	CNU8375493	778
e-waste	1	HP Laptop NC8430	CNU624089X	768
e-waste	1	HP 19" Monitor L1950	CNC930P6CW	
e-waste	1	Battery Backup APC BE500		
e-waste	1 Box	Sprint Cell Phones		
e-waste	1	HP 24" Monitor LP2465	CNK720066J	
e-waste	1	HP Desktop Workstation DC5100	2UA612NDL	
e-waste	2	Vicon VCR		
e-waste	1	HP Tower Workstation DC7800	MXL8270Q5N	
e-waste	1	HP 22" Monitor LE2202X	CNT137M2QP	
e-waste	1	Samsung 22" Monitor 226BW	ME22HVCCP620408B	
e-waste	1	Samsung 22" Monitor 226BW	ME22HVCP620433P	
e-waste	1	Battery Backup APC Smart Start 620		
e-waste	1	HP 17" Monitor LA1751G	CNC118R8V5	
e-waste	1	HP 17" Monitor LA1751G	CNC118R8TV	
e-waste	1	Ten Key Calculator		
e-waste	3	CCTV Security Display		
e-waste	2	CCTV Security TV Console		
e-waste	1	Audiologger SuperMicro Server		831
e-waste	1	HP Tower Workstation DC7800	MXL8270Q5M	
e-waste	1	HP Tower Workstation DC7800	2UA8190JDN	
e-waste	1	HP Tower Workstation DC7600	MXL8270Q5S	
e-waste	1	HP Laptop NC8230	2UA51909TZ	774
e-waste	1	HP Desktop Workstation DC7700	MXL73204S9	
e-waste	1	HP 19" Monitor L1950	CNK8130NXV	
e-waste	1	HP Laserjet 4050 Printer	USQL029271	
e-waste	2	Receipt Printer TM-U325PD		
e-waste	1	HP Scanjet Scanner 4670		
e-waste	1	3 COM Hub	0100/7T1F015472	
e-waste	1	Belkin 8 Port KVM Onivue		
e-waste	1	3 COM 3C1476 Superstack Switch		
e-waste	1	Robo VU MDC's / SY-BBCFAX-00	1205210582	
e-waste	1	Robo VU MDC's / SY-BBCFAX-00	1205210486	
e-waste	1	Robo VU MDC's / SY-BBCFAX-00	1205210483	763
e-waste	1	Robo VU MDC's / SY-BBCFAX-00	1205210428	
e-waste	1	Robo VU MDC's / SY-BBCFAX-00	1205210489	786
e-waste	1	HP LaserJet / 2200DTN	USBGJ04738	648
e-waste	1	Samsung Sync Master / 170N	NB17H9W703074B	
e-waste	1	Samsung Sync Master / 170N	NB17H9NW702330Z	
e-waste	1	Samsung Sync Master / 170N	GH17HMF227901X	
e-waste	1	Brother IntelliFax / 2820	U61325D6J452201	
e-waste	1	Prinston / LCD17M-BLK	WCCC1703079	
e-waste	1	Prinston / LCD17M-BLK	WCCC1703080	
e-waste	1	Prinston / LCD17M-BLK	WCCC1702662	
e-waste	1	Viewsonic / UC150MB	9.16025E+11	
e-waste	1	Samsung Sync Master / 171 S	GH17H4JT409936V	
e-waste	1	Samsung Sync Master / 171 S	GH17H4JT409943F	
e-waste	1	Samsung Sync Master / 171 S	GH17HCRT4003802	
e-waste	1	Samsung Sync Master / 171 S	GH17H4J410332V	
e-waste	1	Samsung Sync Master / 171 S	GH17H4JT409757L	
e-waste	1	Samsung Sync Master / 171 S	GH17H4JT409921M	
e-waste	1	Dell / E173FPC	CN0F5035-64180-48V3BHL	
e-waste	1	Dell / DHM	14QZQ51	
e-waste	1	Dell / DHM	JMJDT61	
e-waste	1	HP / C4224A	USJB053801	
e-waste	10	Gennie ASUS PC'S		
e-waste	1	IBM Wheelwriter 3 Typewriter	#00000498	

AGENDA REPORT

JUL 27 2016

Date: July 27, 2016
To: Honorable Mayor and City Council
From: John Davidson, City Manager
Issue: Destruction of City Records

City Manager's Recommendation:

Receive and file the attached list of records which are eligible for destruction as they have surpassed their retention periods, per the City's adopted Records Retention Schedule.

Analysis:

In 2007 the City Council approved Resolution No. 2007-08-2194, thereby adopting a formal Records Retention Schedule.

City Staff periodically reviews prior year records to determine whether they have exceeded their corresponding retention periods. Staff has identified approximately 75 boxes of records eligible for destruction.

The resolution adopted by the City Council provides City Staff with administrative authority to destroy records in accordance with the Government Code, with the signed consent of the Deputy City Clerk, City Attorney, and City Manager, and without further action by the City Council. However, City Staff believes it would be prudent also provide Council with the opportunity to review the list of records that are eligible to be destroyed.

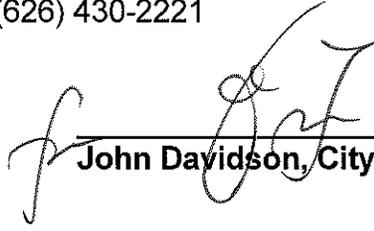
Fiscal Impact:

After City Council approval, the records will be scheduled for destruction to take place on Thursday, July 28th 2016. A records shredding company will be contracted to perform the shredding of all records on-site at City facilities under the supervision of City staff. The cost for this service is under \$300, and is included in FY 2016-17 Adopted Budget.

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel) The attached department lists of records to be destroyed have been reviewed and approved electronically by the City Attorney.

Contact Person: Eva Carreon, Director of Finance
Phone: (626) 430-2221



John Davidson, City Manager

Attachments:

- Request for Destruction of Records – Police Department
- Request for Destruction of Records – City Clerk Department (1 of 2)
- Request for Destruction of Records – City Clerk Department (2 of 2)
- Request for Destruction of Records – Housing Department
- Request for Destruction of Records – Human Resources Department
- Request for Destruction of Records – Finance Department



CITY OF IRWINDALE REQUEST FOR DESTRUCTION OF RECORDS

Pursuant to Joint City Council / Community Redevelopment Agency Resolution No. 2007-08-2194 / CRA 2007-06-484, the Irwindale Police Department hereby requests (Deputy) City Clerk / Agency (Assistant) Secretary, City Attorney / Agency Counsel, and City Manager / Executive Director consent to destroy the following records, in accordance with the City/Agency Records Retention Schedule:

Record Series (from Retention Sched.)	Document Description / File Title	Date / Range of Dates	Retention/Destruction Schedule	Date of Destruction
Records & Property	Uniform Crime Report	1999-2010	CU+2	
Records & Property	Rap Sheet Log	2010-2013	CL+2	
Records & Property	Citations: Parking / Traffic	2010-2013	CU+2	
Records & Property	Crimes Against Senior Citizen Register	2010-2013	CU+2	
Records & Property	Arrest / Citation Register	1999-2010	CU+2	
Records & Property	Correspondence File	2010-2013	CU +2	

Dated: July 21, 2016
 Department Head: Anthony Miranda
 Title: Chief of Police

We hereby consent to the destruction of the records listed above:
Jana Melo 7/21/16
 Deputy City Clerk / Agency Assistant Secretary / Date

 City Attorney / Agency Counsel / Date

 City Manager / Executive Director / Date



CITY OF IRWINDALE REQUEST FOR DESTRUCTION OF RECORDS

Pursuant to Joint City Council / Community Redevelopment Agency Resolution No. 2007-08-2194 / CRA 2007-06-484, the City Clerk Department hereby requests (Deputy) City Clerk / Agency (Assistant) Secretary, City Attorney / Agency Counsel, and City Manager / Executive Director consent to destroy the following records, in accordance with the City/Agency Records Retention Schedule:

Record Series (from Retention Sched.)	Document Description / File Title	Date / Range of Dates	Retention/Destruction Schedule	Date of Destruction
507-08	Tally Sheets	November 2015	6 Months	
	Provisional Ballots	November 2015	6 Months	
	Voted Ballots	November 2015	6 Months	
	Unused Ballots	November 2015	6 Months	
	Test Ballots	November 2015	6 Months	
	VBM ID Envelopes	November 2015	6 Months	
	Unused VBMs	November 2015	6 Months	
	Street Index (10-05-15)	November 2015	6 Months	
	Green Stripe Envelope	November 2015	6 Months	

Dated: July 20, 2016

Department Head: *Jama Melo*

Title: Deputy City Clerk

We hereby consent to the destruction of the records listed above:

Jama Melo 7/20/16
Deputy City Clerk / Agency Assistant Secretary / Date

City Attorney / Agency Counsel / Date

City Manager / Executive Director / Date



CITY OF IRWINDALE REQUEST FOR DESTRUCTION OF RECORDS

Pursuant to Joint City Council / Community Redevelopment Agency Resolution No. 2007-08-2194 / CRA 2007-06-484, the City Clerk's Department hereby requests (Deputy) City Clerk / Agency (Assistant) Secretary, City Attorney / Agency Counsel, and City Manager / Executive Director consent to destroy the following records, in accordance with the City/Agency Records Retention Schedule:

Record Series (from Retention Sched.)	Document Description / File Title	Date / Range	Retention/Destruction Schedule	Date of Destruction
Council/Commissions	Audio Tape Recordings	All prior to 2011	5 years	
411	Payroll Registers	All prior to 2008	8 years	
112	Proclamations / Commendations / Memoriums	All prior to 2011	5 years	
505	Statement of Economic Interests (FPPC 700 Series Forms) – DESIGNATED EMPLOYEES	All prior to 2009	7 years	
505	Statement of Economic Interests (FPPC 700 Series Forms) – PUBLIC OFFICIALS	All prior to 2012	4 years	
411	Warrant Registers	All prior to 2008	8 years	
502	Certificates of Insurance	All prior to 2006	10 years after inactive	
118	Closed Session Materials	All prior to 2011	5 years	
108	Notice of Public Hearing / Proof of Publication	All prior to 2011	5 years	
105	Public Records Act Requests	Through 2014	Close + 2 years	

Dated:

7/20/16

Department Head:

Jana Nieto

Title:

Deputy City Clerk

We hereby consent to the destruction of the records listed above:

Jana Nieto

7/20/16

Deputy City Clerk / Agency Assistant Secretary / Date

City Attorney / Agency Counsel / Date

City Manager / Executive Director / Date



CITY OF IRWINDALE REQUEST FOR DESTRUCTION OF RECORDS

Pursuant to Joint City Council / Community Redevelopment Agency Resolution No. 2007-08-2194 / CRA 2007-06-484, the Housing Department hereby requests (Deputy) City Clerk / Agency (Assistant) Secretary, City Attorney / Agency Counsel, and City Manager / Executive Director consent to destroy the following records, in accordance with the City/Agency Records Retention Schedule:

Record Series (from Retention Sched.)	Document Description / File Title	Date / Range of Dates	Retention/Destruction Schedule	Date of Destruction
Programs	Las Casitas Application Process	August 8, 2012	CL + 3	
Public Records Request	Cell Phone Usage Report	January 2011	CL + 2	

Dated: 7/18/16
 Department Head: ~~Theresa~~ OLIVARES
 Title: HOUSING COORDINATOR

We hereby consent to the destruction of the records listed above:

Jana Nieto 7/20/16
 Deputy City Clerk / Agency Assistant Secretary / Date

 City Attorney / Agency Counsel / Date

 City Manager / Executive Director / Date



CITY OF IRWINDALE REQUEST FOR DESTRUCTION OF RECORDS

Pursuant to Joint City Council / Community Redevelopment Agency Resolution No. 2007-08-2194 / CRA 2007-06-484, the Human Resources Department hereby requests (Deputy) City Clerk / Agency (Assistant) Secretary, City Attorney / Agency Counsel, and City Manager / Executive Director consent to destroy the following records, in accordance with the City/Agency Records Retention Schedule:

Record Series (from Retention Sched.)	Document Description / File Title	Date / Range of Dates	Retention/Destruction Schedule	Date of Destruction
Recruitment	Applications, resumes, Alternate lists/logs, Examination materials, Examination answer sheet, Job bulletins, eligibility lists, Electronic data base	All records for recruitments that closed before June 2013	Closed / Completion Date + 3 years (CL + 3)	
Background Investigations (not hired)	All documents relating to the background investigations of all applicants not hired by the City	All background investigation records for recruitments that closed before June 2014	Closed / Completion Date + 2 years (CL + 2)	
Hourly Employees	All documents relating to employment records of hourly employees who participated in the Summer Youth Program	All employment records of participants in the Summer Youth Program before 2010	Termination Date + 6 years (T + 6)	

Dated: 7/7/2016
 Department Head: Mary Skup
 Title: Human Resources Manager

We hereby consent to the destruction of the records listed above:
Jana Meto 7/20/16
 Deputy City Clerk / Agency Assistant Secretary / Date

 City Attorney / Agency Counsel / Date

 City Manager / Executive Director / Date

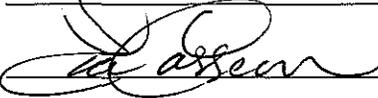


CITY OF IRWINDALE REQUEST FOR DESTRUCTION OF RECORDS

Pursuant to Joint City Council / Community Redevelopment Agency Resolution No. 2007-08-2194 / CRA 2007-06-484, the Finance Department hereby requests (Deputy) City Clerk / Agency (Assistant) Secretary, City Attorney / Agency Counsel, and City Manager / Executive Director consent to destroy the following records, in accordance with the City/Agency Records Retention Schedule:

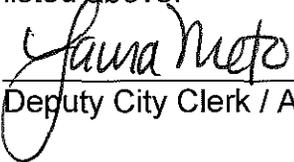
Record Series (from Retention Sched.)	Document Description / File Title	Date / Range of Dates	Retention/Destruction Schedule	Date of Destruction
	*** SEE ATTACHED LIST ***			July 28, 2016

Dated: July 20, 2016

Department Head: 

Title: Eva Carreon, Finance Director

We hereby consent to the destruction of the records listed above:

 7/20/16
Deputy City Clerk / Agency Assistant Secretary / Date

City Attorney / Agency Counsel / Date

City Manager / Executive Director / Date

Finance Archives Storage					
July 2016		NBN= No Box No.			
Record Series(from Retention Sched.)	Box #	Document Description/ File Title	Date/ Range of Dates	Retention/ Destruction Schedule	Date of Destruction
A/P w/ Voucher P/A File	AP-1	City Payables - Accounts Payable	1997-1998	AU + 4	
A/P w/ Voucher P/A File	AP-2	City Payables - Accounts Payable	1997-1998	AU + 4	
A/P w/ Voucher P/A File	AP-3	City Payables - Accounts Payable	1997-1998	AU + 4	
A/P w/ Voucher P/A File	AP-4	City Payables - Accounts Payable	1997-1998	AU + 4	
A/P w/ Voucher P/A File	AP-5	City Payables - Accounts Payable	1997-1998	AU + 4	
A/P w/ Voucher P/A File	AP-6	City Payables - Accounts Payable	1997-1998	AU + 4	
A/P w/ Voucher P/A File	5500	City Payables - Accounts Payable (A-B)	2009-2010	AU + 4	
A/P w/ Voucher P/A File	5501	City Payables - Accounts Payable (B-D)	2009-2010	AU + 4	
A/P w/ Voucher P/A File	5502	City Payables - Accounts Payable (E-G)	2009-2010	AU + 4	
A/P w/ Voucher P/A File	5503	City Payables - Accounts Payable (G-L)	2009-2010	AU + 4	
A/P w/ Voucher P/A File	5504	City Payables - Accounts Payable (M-P)	2009-2010	AU + 4	
A/P w/ Voucher P/A File	5505	City Payables - Accounts Payable (P-V)	2009-2010	AU + 4	
A/P w/ Voucher P/A File	5506	City Payables - Accounts Payable (V-Z)	2009-2010	AU + 4	
A/P w/ Voucher P/A File	6015	Journal Entries (FY 06-07 11/06-06/07), (FY 08/09 07/08-06/09) & (FY 09/10 07/09-06/10)	2006-2010	AU + 4	
A/P w/ Voucher P/A File	5923	Journal Entries (FY 05-06 & 06/07)	2005-2007	AU + 4	
Accounts Receivable	5455	Accounts Receivable	2009-2010	AU + 4	
Accounts Receivable	5459	Cash Receipts	2011-2012	AU + 4	
Accounts Receivable	5453	Cash Receipts (FY 08/09 - 01/09-6/09) & (FY10/11 7/10-8/10)	2008-2011	AU + 4	
Accounts Receivable	5454	Cash Receipts (9/10 - 6/11)	2010-2011	AU + 4	
Accounts Receivable	5456	Cash Receipts	2010-2011	AU + 4	
Accounts Receivable	5457	Cash Receipts	2011-2012	AU + 4	
Bank Reconciliation	5214	Bank Reconciliation - City & Payroll	2009-2010	AU + 5	
Bank Reconciliation	5300	Bank Reconciliation - City	2008-2009	AU + 5	
Bank Reconciliation	5215	Bank Reconciliation - City	2010-2011	AU + 5	
Bank Reconciliation	5298	Bank Reconciliation - City & Payroll (FY 05/06, 06/07, 07/08)	2005-2008	AU + 5	
Budget Adjustments, Journal Entries	6411	Budget - Budget Files	2010-2011	AU + 5	
Budget Adjustments, Journal Entries	6407	Budget - Budget Files 2005/06 & 2006/07	2005-2007	AU + 5	
Employee Time Sheets	NBN-1	Timesheets - Emp. Timesheets 05/2000 - 08/2000	1999-2001	AU + 6	
Employee Time Sheets	NBN-2	Timesheets - Emp. Timesheets 09/2000 - 01/2001	2000/2001	AU + 6	
Employee Time Sheets	NBN-3	Timesheets - Emp. Timesheets 02/2000 - 06/2001	2000/2001	AU + 6	
Employee Time Sheets	6138	Timesheets - PE 4/5/08 - 7/26/08	2007-2008	AU + 6	
Employee Time Sheets	6129	Timesheets - PE 07/07 - 11/07	2007-2008	AU + 6	
Employee Time Sheets	6139	Timesheets - PE 08/09/2008- 11/29/2008	2008-2009	AU + 6	
Employee Time Sheets	6140	Timesheets - PE 12/13/2008 - 4/18/2009	2008-2009	AU + 6	
Employee Time Sheets	6130	Timesheets - PE 12/2007 - 03/2008	2007-2008	AU + 6	
Employee Time Sheets	6128	Timesheets - PE 03/10/07 - 6/30/07	2006-2007	AU + 6	
Federal/State Tax Records	5559A	1099's 2004-2006	2004-2006	AU + 4	
Warrant Register	PO 60-75	PURCHASE ORDER LOG SHEET 1960-1975	1960-1976	AU + 2	

AGENDA REPORT

JUL 27 2016

Date: July 27, 2016

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: APPROVAL OF CONTRACT AMENDMENT NO. 2 TO THE EXISTING CONTRACT WITH TETRA TECH BAS GEOSCIENCE FOR THE MANNING PIT GRADING AND REMEDIATION PROJECT

City Manager's Recommendation:

That the City Council (1) accept the terms and conditions as set forth in the Contract Agreement originally entered into between the Irwindale Community Redevelopment Agency and Tetra Tech BAS Geo-science for the Geotechnical Monitoring Services for the Manning Pit Grading and Remediation Project, and (2) approve and authorize the City Manager to execute Contract Amendment No. 2 on behalf of the City for additional geotechnical Monitoring and Testing Services.

Analysis:

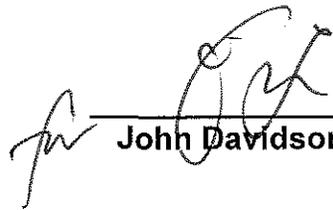
1. The Manning Pit was initially acquired by the Irwindale Community Redevelopment Agency (ICRA) to develop affordable housing on a portion of the Site. In April 2007, the Irwindale Community Redevelopment Agency issued a Request for Proposals ("RFP") for the remediation and reclamation (collectively, "Remediation") to accomplish future development of the Site. Dispatch Transportation, LLC dba Windrow Earth Transport, by way of its April 16, 2007 response to the RFP, proposed to remediate materials placed by the ICRA's former contractor as well as any third parties and perform a grading operation to bring the Site to street level.
2. In August 2007, the Irwindale Community Redevelopment Agency approved a License Agreement with Dispatch Transportation, LLC dba Windrow Earth Transport (WET) for the remediation and grading of the Manning Pit. With the execution of the license agreement, WET secured the required permit documents and submitted operation plans to two outside agencies; 1) Air Quality Management District (AQMD) Permit and 2) Regional Water Quality Control Board (RWQCB) – Waste Discharge permit, and started the mobilization work in late 2009.
3. Based on the scope of work for this project and the requirements as stated in the License agreement, WET is responsible for the cost to retain a qualified geotechnical consulting firm to provide Construction Quality Assurance Geotechnical Services during the remediation and grading of the Manning Pit Project. As such, the ICRA Board approved an agreement with KFM Geo-science to provide Construction Quality Assurance Geotechnical Services during the remediation and grading of the Manning Pit Project.

4. With the Dissolution of the ICRA and approval by the State Department of Finance ("DOF") of the City's Long Range Property Management Plan ("LRPMP"), the City purchased the Manning Pit from the Successor Agency to the Irwindale Community Redevelopment Agency in an effort to continue the grading and remediation of the Manning Pit Project. With the purchase of the Manning Pit, the WET License agreement and the KFM Geo-science Contract agreement have been transferred to the City. However, there was no formal acceptance of the transfer of these two agreements from the Successor Agency to the Irwindale Community Redevelopment Agency to the City.
5. On August 26, 2015, the City Council approved contract amendment No. 1 to proceed with the Remediation of approximately 359,000 cubic yards of talus material discovered on the upper perimeter walls of the Site; and 2) the presence of larger amounts of deleterious materials within the Site than the originally estimated quantities.
6. On October 28, 2015, the City Council approved the purchase and sale agreement of the easterly portion of the Manning Pit to Five Points LLC.
7. Since the completion of the grading of the City's Manning Pit is approximately twelve months away, Dispatch Trucking LLC, the contractor, in conjunction with Five Points LLC, agreed to construct the engineered south boundary buttress per the County approved plans. Also, as a part of the construction of this engineered buttress, the contractor will complete the grading of the 10 foot area for pedestrian and bicycle access along the southerly boundary of the Manning Pit. This 10 foot strip of land will be dedicated to the City by Five Points LLC, the current owner of the easterly portion of the Manning Pit to be improved per City's specification as a part of the future development of the Manning Pit.
8. On June 8, 2016, the City Council approved the Cooperative Agreement between the City and Los Angeles County which will allow for the construction of an engineered buttress fill along the southeast boundary line. As a requirement from the County, a grading permit has been obtained for the work within County's property.
9. The request for contract amendment No. 2 is based on anticipated work for the construction of the engineered buttress fill along the southeasterly boundary line of the pit abutting the County owned Manning Pit. Staff anticipates that the completion of the entire project is approximately two years away (twenty-four months). As such, it is recommended that the contract budget be increased by \$1,008,933.00 to allow for the completion of this project. Both Dispatch Transport and Five Points LLC have agreed to cover the entire cost of this consultant contract amendment.
10. Since KFM Geo-science was acquired by Tetra Tech Inc. in 2011, and has changed its name to Tetra Tech BAS GeoScience, this contract amendment will reflect this name change. The City Attorney's office has reviewed and approved the Contract Amendment No. 2 to the Tetra Tech BAS GeoScience Contract.

Fiscal Impact:  (Initial of CFO) None

Legal Impact: _____ (Initial of Legal Counsel) See Note No. 10 above.

Contact Person: **William K. Tam, Public Works Director/City Engineer**
Phone: (626) 430-2212



John Davidson, City Manager

CITY OF IRWINDALE
SECOND AMENDMENT TO TETRA TECH BAS GEOSCIENCE CONTRACT FOR
CONSTRUCTION QUALITY ASSURANCE GEOTECHNICAL SERVICES FOR THE
REMEDICATION AND RECLAMATION OF THE MANNING PIT PROJECT

This Second Amendment to Contract for Construction Quality Assurance Geotechnical Services for the Manning Pit Remediation and Reclamation Project (“Amendment”) is made and entered into this 27th day of July, 2016, by and between the City of Irwindale, (“Agency”) and Tetra Tech BAS GeoScience. (“Contractor”).

RECITALS

- A. On July 22nd, 2009, Irwindale Community Redevelopment Agency (ICRA) and Contractor entered into that certain Agreement (“Agreement”), pursuant to which Contractor agreed to provide Construction Quality Assurance Geotechnical Services for the Manning Pit Remediation and Reclamation Project to the ICRA in accordance with the terms of the Agreement.
- B. On August 27th, 2014, the City purchased the Manning Pit from the Successor Agency to the Irwindale Community Redevelopment Agency, and the KFM Geo-science Contract agreement has been transferred to the City.
- C. In 2011, KFM Geo-science was acquired by Tetra Tech Inc., and has changed its name to Tetra Tech BAS GeoScience.
- D. On August 25, 2015, The City Council approved Amendment No. 1 to the Contract Agreement (“Amended Contract Agreement”).
- E. The Agency wishes to have Contractor provide additional Construction Quality Assurance Geotechnical Services as described in the attached Exhibit “A”.
- F. The parties wish to amend the Agreement in accordance with the terms herein.

NOW, THEREFORE, the parties agree that the Agreement shall be revised pursuant to the following terms of this Amendment:

- 1. The City accepts and hereby assumes the terms and conditions imposed on the ICRA under the Agreement and all references to the ICRA in the Agreement shall hereinafter be to the City.
- 2. The term “Contract Sum”, as referenced in Section 2.1 of the Agreement, is hereby amended to be increased by an additional One Million Eight Thousand Nine Hundred Thirty Three Dollars (\$1,008,933.00) from that approved Amended Contract Agreement.
- 3. The Contract Budget shall be revised in accordance with the Contract Budget Amendment Amount as described in Exhibit “A”.

4. Due Execution. The person(s) executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any agreement to which said party is bound.
5. Full Force and Effect. The parties further that, except as specifically provided in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this Amendment as of the date first written above.

CITY OF IRWINDALE

By: _____
John Davidson, City Manager

ATTEST:

Laura M. Nieto, CMC, Deputy City Clerk

APPROVED AS TO FORM

By: _____
City Attorney

CONTRACTOR,

Tetra Tech BAS GeoScience

By: _____

Title: _____

“Exhibit A”

City of Irwindale
Geotechnical CQA Effort to Completion on March 30, 2018

Project No. cIR 09-01G
April 26, 2016

- The scope specifically excludes effort for preparation of foundation and grading report for design, regulatory submittal, for post-rough grading construction.

The total cost based on the above assumptions and parameters is \$918,350; detailed cost breakdown is attached to this Work Authorization.

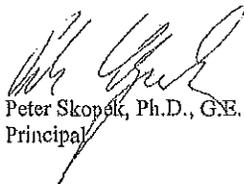
REQUESTED CONTRACT BUDGET AMENDMENT AMOUNT

The currently approved total contract amount of \$1,664,630.61 was exceeded in January 2016, so the portion of the January invoice as well as the subsequent February and March invoices are over the contract amount by \$90,583.54. The budget for the estimated effort to completion on March 30, 2018 as shown in the attachment is \$918,350. Therefore the change order total is \$918,350 + \$90,583 = \$1,008,933.

TERMS AND CONDITIONS

Tetra Tech BAS GeoScience services will be governed by the Terms and Conditions currently in effect for the Manning Pit Reclamation Project.

Prepared by:
Tetra Tech BAS GeoScience



Peter Skopek, Ph.D., G.E.
Principal

Prepared for **Mr. William Tam**
Director of Public Works
City Engineer

Company City of Irwindale
Public Works Department

Address 16102 Arrow Highway
Irwindale, California 91706

Phone (626) 430-2212
email wttam@ci.irwindale.ca.us

CLOSURE

If you have any questions or comments, please contact us 909-860-7777 at your convenience. Please sign below and return this authorization form by email to peter.skopek@tetratech.com or by fax 909-860-5094.

Filename: Manning Pit - Effort to Completion WA#5 2016-04-26.doc

CONTRACT FOR PROFESSIONAL SERVICES AS SPECIFIED

On behalf of _____

Approved and accepted this _____ day of _____, 2016

Title Print name Authorized signature

AGENDA REPORT

JUL 27 2016

Date: July 27, 2016
To: Honorable Mayor and Members of the City Council
From: John Davidson, City Manager
Issue: AWARD OF CONTRACT FOR IRWINDALE AVENUE RESURFACING PROJECT

City Manager's Recommendation:

That the City Council authorize the City Manager to enter into an agreement with Sully-Miller Contracting Company in the amount of \$351,728.00 for the Irwindale Avenue Resurfacing Project.

Analysis:

1. The Irwindale Avenue Resurfacing Project is identified in our Capital Improvement Program to provide the needed maintenance of our street system.
2. This resurfacing project extends the life of City streets and minimizes costly repairs, such as reconstruction. The project limit is from First Street to Foothill Boulevard, which will include some of the areas that are affected by the Gold Line Construction Project.
3. On December 9, 2015, the City Council found the project to be categorically exempt from the provisions of the California Environmental Quality Act as it falls under "minor public facilities and new construction of small structure", pursuant to Sections 15031 and 15303 of CCR, Title 14 "Guidelines for California Environmental Quality Act."; approved the project Plans and Specifications (PS&E); and authorized staff to solicit public bids
4. On July 12, 2016, the City received three (3) bids with the following results:

Contractor	Bid Amount
Sully-Miller Contracting Co.	\$351,728.00
All American Asphalt	\$398,464.00
Hardy & Harper, Inc.	\$456,000.00

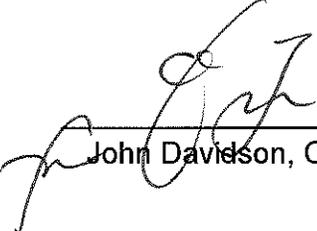
5. Staff reviewed the bid proposals and found Sully-Miller Contracting Co. to be the lowest responsible bidder and recommends that the contract is awarded to them for this project.

6. This project was advertised in the San Gabriel Valley Tribune on June 17 and 24, 2016.
7. Funding for this project was budgeted in the FY 2015/16 CIP budget and will be carried forward to the FY2016/2017 CIP budget. A combination of Special Mining Funds, Prop C, Measure R, and a Grant provided by the Gold Line Construction Authority will be used to complete the construction of this project.

Fiscal Impact:  (Initial of CFO) See Note 7

Legal Impact: _____ (Initial of Legal Counsel)

Prepared By: William Tam, Public Works Director/City Engineer - Phone: (626) 430-2212



John Davidson, City Manager

AGREEMENT

THIS AGREEMENT made and entered into at Irwindale, California, by and between the City of Irwindale, (hereinafter "City"), and Sully-Miller Contracting Company, 135 S. State College Blvd., Ste. 400, Brea, CA 92821 (hereinafter "**Contractor**").

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE I

That the Contract consists of this Agreement, the Notice to Bidders, the Accepted Proposal, Incorporation Statement, List of Subcontractors, Licensed Contractor's Declaration, Bid Form, Bid Security Form, Bid Bond, Bid Sheet/Non-Collusion Affidavit, Labor and Material Bond, Performance Bonds, Warranty Bond, the Specifications, and Special Provisions, the Construction Drawings, the Standard Drawings and all addenda as prepared prior to date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. All of the provisions of all said Contract Documents are hereby incorporated in and made a part of this Agreement as if fully set forth herein. In the event of any inconsistency between the terms of the Contract Documents and the terms of this Contract, the terms of the Contract Documents shall govern.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by the City as set forth in said Contract Documents, the Contractor agrees with the City to do the work and furnish the materials in accordance with said Contract Documents, which work is generally referred to as

RESURFACING OF IRWINDALE AVENUE FROM FIRST STREET TO FOOTHILL BOULEVARD, IN THE CITY OF IRWINDALE; P-916

and to furnish at its cost and expense all tools, equipment, services, labor and materials necessary therefore, and to pay all applicable taxes, and to do everything required herein and by said Contract Documents.

ARTICLE III

For, and only in the event of, the furnishing of all said services and materials, the obtaining of all permits and licenses of a temporary nature, the furnishing and removing of all debris and temporary work structures and temporary work installations, tools, and equipment, and the doing of all the work contemplated and embraced in said Contract Documents, also in full payment for all loss and damage arising out of the nature or performance of the aforesaid work during its progress or prior to its acceptance, from the action of the elements, and from any unforeseen difficulties which may arise or be encountered in the prosecution of the work, and for and from all other risks of any description connected with said work, also in full payment for all expenses incurred by or in consequence of the suspension or discontinuance of said work, except such as in said Contract Documents are expressly stipulated to be borne by the City and for well and faithfully completing the work and the whole thereof within the stipulated time and in the manner shown and described in said Contract Documents and in accordance with the requirements of the Engineer of said City under them; the City will pay and the Contractor shall receive in full compensation therefor the prices set forth in the Accepted Proposal.

ARTICLE IV

The City hereby promises and agrees with said Contractor to employ, and does hereby employ said Contractor, to provide the material and to do the work according to the terms and conditions contained and referred to in said Contract Documents for the bid prices filled in on the Bid Sheet, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in said Contract Documents, and that the obligations and benefits set forth in said Contract shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

ARTICLE V

No work, services, material or equipment shall be performed or furnished under this Agreement unless and until a notice to proceed has been given in writing to the Contractor by the City which notice shall be given by the Engineer of said City within five (5) days from the date of signing this Contract by the City and the Contractor shall complete work within the time limit stated in the Notice to Bidders.

IN WITNESS WHEREOF, City and Contractor have caused this Contract to be executed this 27TH day of July, 2016, by their respective officers or agents herein duly authorized.

CITY OF IRWINDALE

By: _____
John Davidson, City Manager

ATTEST:

By: _____
Laura M. Nieto, CMC, Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLC

By: _____
Fred Galante, City Attorney

Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

By: _____
Dennis Gansen, Vice President

**City of Irwindale
California**

**PROPOSAL
FOR
RESURFACING OF IRWINDALE AVENUE FROM FIRST STREET TO FOOTHILL
BOULEVARD, IN THE CITY OF IRWINDALE; P-916**

The undersigned, as bidder, declares that he or she has carefully examined the location of the proposed work, the proposed form of agreement, and the plans and specifications herein referred to. He or she proposes and agrees that, if this proposal is accepted, he or she will contract with the City of Irwindale to provide all equipment, materials and labor to the satisfaction, and under the supervision of, the City Engineer at the following prices.

It is understood that the time within which the above-mentioned work must be completed by the undersigned is fixed at 45 working days starting from the day after the issuance of the Notice to Proceed.

BIDDER'S PROPOSAL

The undersigned bidder declares that he/she has carefully examined the Plans, the General Conditions and Specifications and agrees to complete the work so covered to the City of Irwindale. The undersigned further declares that this proposal is made according to the provisions and under the terms of the "Notice Inviting Bids" which document is made a part of this proposal.

CITY CLERK

City of Irwindale
5050 N. Irwindale Avenue
Irwindale, California 91706

RESURFACING OF IRWINDALE AVENUE FROM FIRST STREET TO FOOTHILL BOULEVARD, IN THE CITY OF IRWINDALE; P-916

BID SCHEDULE:

IRWINDALE AVENUE:

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	LS	LS	6,571.80 5,999.80	6,571.80 5,999.80
2	TRAFFIC CONTROL	LS	LS	13,000.00 12,000.-	13,000.- 12,000.-
3	CLEARING AND GRUBBING	LS	LS	14,000.00 10,000.-	14,000.00 10,000.-
4	STORMWATER POLLUTION PREVENTION/EROSION CONTROL	LS	LS	2,400.-	2,400.-
5	COLDPLANE EXISTING AC PAVEMENT, 2" DEPTH, AND CONSTRUCT 2" AC OVERLAY	210,000	S.F.	95.00 92	199,500.00 193,200.-
6	REMOVE EXISTING AND RECONSTRUCT 10" THICK PCC PAVEMENT	2,000	S.F.	12.80	25,600.-
7	REMOVE EXIST & RECONSTRUCT SOLID PCC MEDIAN NOSE (R=2.5'), DOWEL INTO EXISTING MEDIAN CURB WITH TWO (2) #4 BARS ON EACH SIDE, 12" LONG	1	EA	1,900.-	1,900.-

8	REMOVE EXISTING AND CONSTRUCT NEW CONCRETE CURB AND GUTTER PER SPPWC STD PLAN NO. 120-1, TYPE B3-6 (150), W=12"	140	L.F.	43. ✓	6,020. ✓
9	REMOVE EXISTING AND RECONSTRUCT STAMPED CONCRETE, COLOR AND PATTERN TO MATCH EXISTING	50	S.F.	74. ✓	3,700. ✓
10	ADJUST ALL MANHOLES AND UTILITY COVERS TO GRADE	LS	LS	20,400. ✓	20,400. ✓
11	INSTALL CALTRANS TYPE E LOOP DETECTORS	40	EA	220. ✓	8,800. ✓
12	INSTALL CALTRANS TYPE D BICYCLE LOOP DETECTORS	12	EA	245. ✓	2,940. ✓
13	REMOVE EXISTING CURB RAMP COMPLETE AND INSTALL NEW ADA CURB RAMP AND ADJACENT SIDEWALK (INCLUDING CURB & GUTTER)	4	EA	4,030. ✓	16,120. ✓
14	RELOCATE EXISTING PULL BOXES WITHIN CURB RAMPS	3	EA	2,700. ✓	8,100. ✓
15	INSTALL 4" SOLID WHITE LINE, TYPE G PAVEMENT MARKERS, A20A	950	LF	1.10	1,045. ✓
16	INSTALL 4" DASHED WHITE LINE W/ PAVEMENT MARKERS, A20A DETAIL 9	7,300	LF	.50	3,650. ✓
17	INSTALL 4" SOLID DOUBLE YELLOW LINE W/ PAVEMENT MARKERS, A20A DETAIL 22	300	LF	1.90	570. ✓
18	INSTALL 8" SOLID WHITE LINE W/ PAVEMENT MARKERS, A20D DETAIL 38	2,000	LF	1.50	3,000. ✓

19	INSTALL TYPE IV ARROW (L) OR (R), A24A	28	EA	70. ✓	1,960. ✓
20	INSTALL 12" SOLID WHITE LINE, A24E	1,340	LF	2.70	3,618. ✓
21	INSTALL 4" SOLID DOUBLE YELLOW LINE W/ PAVEMENT MARKERS, A20B DETAIL 29	1,151	LF	1.60	1,841.60
22	INSTALL PAVEMENT MARKINGS PER PLAN	1,020	S.F.	2.70	2,754. ✓
23	INSTALL 8" DASHED WHITE LINE W/ PAVEMENT MARKERS, PLAN A20C DETAIL 37B	250	LF	1.90	475. ✓
24	INSTALL 12" SOLID WHITE STRIPE OR CHEVRON	250	LF	2.70	675. ✓
25	INSTALL TYPE H PAVEMENT MARKERS (LEFT EDGELINE), A20B DETAIL 26	5,824	LF	.20	1,164.80
26	INSTALL 8" SOLID WHITE LINE W/ PAVEMENT MARKERS, A20D DETAIL 38B	1,370	LF	1.60	2,192. ✓
27	INSTALL TYPE VII ARROW (L) OR (R), A24A	3	EA	163. ✓	489. ✓
28	INSTALL R10-7 SIGN AND POST, PER LACDPW STD PLAN 1920-1	1	EA	360. ✓	360. ✓
29	INSTALL R10-7 SIGN ON EXISTING POLE	1	EA	270. ✓	270. ✓

30	INSTALL 4" DASHED WHITE LINE, A20D DETAIL 40	95	LF	2.20	209.5
31	INSTALL 4" SOLID WHITE LINE, A20B DETAIL 27B	197	LF	1.5	197.5
32	INSTALL BLUE RAISED PAVEMENT MARKER, PER CA MUTCD 3B-102	6	EA	27.5	162.5
33	RE-PAINT RED CURB MARKINGS	638	L.F.	1.40	893.20
34	REMOVE STRIPING	3,300	L.F.	.55	1,815.5
35	REMOVE PAVEMENT MARKINGS	366	S.F.	2.10	768.60
36	INSTALL R3-4, R4-7 SIGNS, N-1 OBJECT MARKER AND POST PER LACDPW STD PLAN 1920-1	1	EA	490.5	490.5
37	INSTALL 4" YELLOW EDGE LINE, A20B DETAIL 25A	160	LF	1.5	160.5
38	INSTALL 12" SOLID YELLOW CHEVRONS	70	LF	2.70	189.5
39	FURNISH AND INSTALL CITY 84" x 60" PROJECT SIGNS	2	EA	2,800.5	5,600.5

Total of all Items of the Bid Schedule: ^{351,728.5} ~~354,300.00~~ (16)

one *Seven hundred twenty eight dollars.*
~~Three hundred fifty four thousand three hundred dollars~~
 (WRITTEN IN WORDS)

The undersigned bidder further certifies that he has visited the premises involved and has ascertained the extent of the work required for RESURFACING of Irwindale Avenue from First Street to Foothill Boulevard, in the City of Irwindale.

Accompanying this bid is \$ 10% of Bid ("cash," "cashier's check," or "bidder's bond"—underline one), in an amount equal to at least ten percent (10%) of the total bid.

If awarded the contract, the undersigned agrees that should he or she fail to execute the required contract, and file the necessary bonds and insurance certificates within ten (10) days (excluding Saturdays, Sundays and legal holidays) after the City Engineer has mailed notice of the award of contract to him or her, the proceeds of the security accompanying this bid shall become the property of the CITY. This bid and the acceptance hereof may then, at the City option, be considered null and void.

If an individual, so state; if a partnership, state the firm name and give the names of all individual partners, limited and general; if a corporation, state the names of the president, secretary, treasurer and manager, if any.

NAME OF CONTRACTING FIRM Sully-Miller Contracting Company

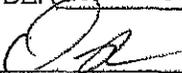
ADDRESS 135 S. State College Blvd., Ste. 400

Brea, Ca 92821

TELEPHONE (714) 578-9600 FAX (714) 578-9672

STATE LICENSE NO. 747612-A, C-31 EXPIRATION DATE March 31, 2018

FEDERAL TAX IDENTIFICATION NUMBER 33-0787630

SIGNATURE OF BIDDER(S) 

(Authorized Signature)

PRINT NAME OF BIDDER(S) Dennis Gansen, Vice President

DATE July 7, 2016

ALL BLANKS IN SPECIFICATIONS MUST BE FILLED IN OR BID WILL BE CONSIDERED UNRESPONSIVE.

**William Kwok Tam, P.E.
Director of Public Works/City Engineer**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California

County of Orange

On July 11, 2016 before me, *J. Daniels*, Notary Public, personally appeared

Dennis Gansen

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity, and that by *his* signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature

J. Daniels

*Signature of Notary Public
J. Daniels, Notary Public*

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Proposal-Signature Page

Document Date: July 7, 2016 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Dennis Gansen

Corporate Officer: Vice President

Other: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

<u>TITLE</u>	<u>NAME</u>
Chairman Of The Board	John Harrington
President	David Martinez
Vice President, Chief Financial Officer and Treasurer	Timothy P. Orchard
Vice President of Operations	William Joseph Thomas Boyd
Vice President	Scott Bottomley
Vice President	Dennis Gansen
Secretary	Anthony L. Martino II
Assistant Secretary	Joe Won
Assistant Secretary	Raymond Sanchez

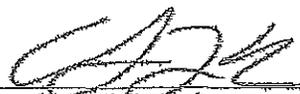
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 10, 2015, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

"BID TENDERS; GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 18th day of January 2016.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

STATE OF CALIFORNIA
cdca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **747612**

Entity **CORP**

Business Name **SULLY - MILLER CONTRACTING
COMPANY**

Classification(s) **A 031**

Expiration Date **03/31/2018**

www.cslb.ca.gov





Public Works

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

County:

Export as: [Excel](#) | [PDF](#)

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	SULLY-MILLER CONTRACTING COMPANY	1000003664	ORANGE	BREA	06/21/2016	06/30/2017

v2.20160101

About DIR

- Who we are
- DIR Divisions, Boards & Commissions
- Contact DIR

Work with Us

- Licensing, registrations, certifications & permits
- Notification of activities
- Public Records Act

Learn More

- Site Map
- Frequently Asked Questions
- Jobs at DIR

REFERENCES:

1. ****Please See Attached List of Project References****

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project.

2.

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project.

3.

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project.

4.

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project.



SULLY-MILLER
CONTRACTING CO.

LIST OF REFERENCES

John Wayne Airport
Irvine, CA

Larry Serafini, Project Engineer
949-252-5270

City of Fontana
Fontana, CA

Mario Estrada, Asst. City Engineer
909-350-7696

C. J. Segerstrom / South Coast Plaza
Costa Mesa, CA

Grant Wilson, Project Manager
714-546-0110

City of Baldwin Park – Engr. Division
Baldwin Park, CA

Arjan Idnani, Engineering Manager
626-960-4011 Ext. 254

LA Arena Company

Staples Center – Los Angeles, CA
Don Berges, Construction Manager
213-742-7873

City of Fullerton
Fullerton, CA

George Lin, Project Engineer
714-738-6845

The Irvine Company
Newport Beach, CA

Peggy Kloos, Sr. Director/Construction
949-720-2000

Irvine Community Development Company
Newport Beach, CA

Bill Martin, Vice President/Construction
949-734-800

Town of Apple Valley
Apple Valley, CA

Richard Pederson, Town Engineer
760-240-7000

Los Angeles County Dept. of Public Works
Alhambra, CA

Issa Adawiya, Resident Engineer
626-458-5100

CNC Engineering

City of Industry, CA
John Ballas, City Engineer
626-333-0336

Fox Studios Operations
Beverly Hills, CA

William Murphy, V.P. of Facilities
310-369-3794

BNSF Railroad Commerce
Hansen-Wilson

Roy Rogers, Construction Manager
323-267-4186

Caltrans

Department of Transportation
Ray Stokes, Regional Engineer
909-275-0211

Cal State Long Beach Foundation
Long Beach, CA

Mo Tidemanis, Director
562-985-8489

City of Rancho Cucamonga
Rancho Cucamonga, CA

Cindy Hackett, Associate Engineer
909-477-2740

City of Hesperia – Public Works Dept.
Hesperia, CA

Mike Podegradz, City Manager
760-947-1000

City of Barstow
Barstow, CA

Mike Stewart, City Engineer
760-255-5154



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS STORM DRAIN, SEWER AND WATER REFERENCES

Project Name/Number: 2010/2011 ANNUAL WATERLINE & SLURRY SEAL JOB/ 11090C & 10128866
Start and Finish Dates: 5/2011-3/2012
Project Description: WATER LINE & STREET IMPROVEMENTS
Agency Name: CITY OF LA HABRA, 201 E. LA HABRA BLVD., LA HABRA, CA 90633
Contact Person: CHUCK STEPHAN *Telephone:* 562/905-7200
Original Contract Amount: \$1,507,833 *Final Contract Amount:* \$1,443,408
Change in contract amount is due to items of work being deleted by the agency. NO CLAIMS

Project Name/Number: BEECH AVE. WATERLINE REPLACEMENT/ 11164C & 10128918
Start and Finish Dates: 7/2012-11/2012
Project Description: CONSTRUCTION SERVICE, WATER SYSTEM, MAIN SERVICE LINE
Agency Name: LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS, 900 SOUTH FREMONT AVENUE, ALHAMBRA, CA 91803
Contact Person: JOSEPH NGUYEN *Telephone:* 626-458-3166
Original Contract Amount: \$672,950 *Final Contract Amount:* \$772,525
Change in original contract amount is due to extra work and/or contract change orders adding work. NO CLAIMS

Project Name/Number: ANNUAL WATER MAIN/ 12171C & 10128945
Start and Finish Dates: 3/2012-4/2013
Project Description: WATERLINE/WATER MAIN, SURVEY, AC GRIND & OVERLAY, SLURRY SEAL, PCC IMPRV., ADJUST MANHOLES, TREE ROOT PRUNE, STRIPING & MARKING, LOOPS, CMB
Agency Name: CITY OF LA HABRA, 201 E. LA HABRA BLVD., LA HABRA, CA 90633
Contact Person: CHUCK STEPHAN *Telephone:* 562/905-7200
Original Contract Amount: \$4,887,619 *Final Contract Amount:* \$6,112,019
Change in original contract amount is due to extra work and/or contract change orders adding work. NO CLAIMS



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS STORM DRAIN, SEWER AND WATER REFERENCES

Project Name/Number: CACTUS AVE./NASON ST./ 12177C & 10129925
Start and Finish Dates: 4/2012-5/2013
Project Description: CATCH BASIN, TRAFFIC CONTROL, LANDSCAPE & IRRIGATION, CLEARING & GRUBBING, COLD MILL, EXCAVATION, AC, CAB, PCC, ELECTRICAL, STRIPING & MARKING, FENCING, PIPE, EROSION CONTROL, RIP-RAP
Agency Name: CITY OF MORENO VALLEY, 14177 FREDERICK STREET, MORENO VALLEY, CA 92552
Contact Person: VIREN SHAH *Telephone:* 951/413-3100
Original Contract Amount: \$19,076,135 *Final Contract Amount:* \$19,813,771
Change in original contract amount is due to extra work and/or contract change orders adding work. NO CLAIMS

Project Name/Number: INDIAN HILL BLVD. STORM DRAIN/ 10133111
Start and Finish Dates: 9/2012-04/2013
Project Description: MANHOLES, RCP, STORM DRAIN STRUCTURES, LANDSCAPE & IRRIGATION, AC OVERLAY, BASE, SLURRY SEAL, PCC, ELECTRICAL, STRIPING & MARKING
Agency Name: CITY OF CLAREMONT, 207 HARVARD AVENUE, CLAREMONT, CA 91711
Contact Person: CRAIG BRADSHAW *Telephone:* 909/399-5460
Original Contract Amount: \$1,281,624 *Final Contract Amount:* \$1,549,977
Change in original contract amount is due to extra work and/or contract change orders adding work. NO CLAIMS

Project Name/Number: VILLAGE SOUTH STREET, PLAYA VISTA/10142150
Start and Finish Dates: 5/2013-7/2013
Project Description: CONCRETE, CMB, MOBILIZATION, STREET GRADING
Agency Name: PLAYA VISTA CAPITAL COMPANY, LLC, 6500 SEABLUFF DRIVE, PLAYA VISTA, CA 90094
Contact Person: CLIFF RITZ *Telephone:* 310/822-0074
Original Contract Amount: \$703,023 *Final Contract Amount:* \$714,322
Change in original contract amount is due to extra work and/or contract change orders adding work. NO CLAIMS



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS STORM DRAIN, SEWER AND WATER REFERENCES

Project Name/Number: ACACIA AVE. WASTEWATER CAPACITY & STREET IMPRV./10144454
Start and Finish Dates: 6/2013-9/2013
Project Description: SEWER & STREET IMPRV., ADJUST MANHOLES & WATER VALVES, ELECTRICAL, LOOP, LANDSCAPE, SURVEY, STRIPING & MARKING, AC, PCC
Agency Name: CITY OF GLENDALE, 633 E. BROADWAY, GLENDALE, CA 91206
Contact Person: JASMINA ZIGIC *Telephone:* 818/548-3945
Original Contract Amount: \$1,316,291 *Final Contract Amount:* \$1,426,094
Change in original contract amount is due to extra work and/or contract change orders adding work. NO CLAIMS

Project Name/Number: INDIAN HILL STORM DRAIN/10154129
Start and Finish Dates: 10/2013-1/2014
Project Description: CATCH BASIN, MANHOLES & SHORING, AC PAVING, PCC IMPRV., ELECTRICAL
Agency Name: CITY OF POMONA, 505 S. GAREY AVE., POMONA, CA 91769
Contact Person: BRIAN HENSLEY *Telephone:* 909/620-2261
Original Contract Amount: \$508,200 *Final Contract Amount:* \$585,970
Change in original contract amount is due to extra work and/or contract change orders adding work. NO CLAIMS



SULLY-MILLER
CONTRACTING CO.

**BIDDER'S EXPERIENCE AND QUALIFICATIONS
ASPHALT RUBBERIZED HOT MIX (ARHM) PROJECTS
EXCEEDING 3,000 TONS OF ARHM**

Project Name/Number: PAVEMENT REJUVENATION WEST OAK PARK AREA-10128886
Start and Finish Dates: 7/11 TO 10/11
Project Description: AC/ARHM GRIND & OVERLAY, STRIPING & MARKING, LOOPS
Agency Name: COUNTY OF VENTURA, 800 S. VICTORIA AVENUE, VENTURA, CA 93009
Contact Person: ARIEL BRAZA / *Telephone:* 805/654-2039
Project Value: \$2,470,417

* *Project Name/Number:* 1-5 PRE-CONSTRUCTION MITIGATION PHASE II-10149189
Start and Finish Dates: 6/13 TO EST. FINISH 2/15
Project Description: ARHM, AC, COLD MILL, ADJUST WATER VALVES & MANHOLES, SURVEY, LOOPS, SWPPP, ELECTRICAL
Agency Name: CITY OF SANTA FE SPRINGS, 11710 TELEGRAPH ROAD, SANTA FE SPRINGS, CA 90670
Contact Person: TOM RIGONI *Telephone:* 562/868-0511
Project Value: \$2,317,398.00

Project Name/Number: ANNUAL PUBLIC WORKS REPAIRS & IMPROVEMENTS-10128905 (11141C)
Start and Finish Dates: 10/11 TO EST. FINISH 8/14
Project Description: ARHM/AC ANNUAL PROJECT
Agency Name: CITY OF FONTANA, 8353 SIERRA AVENUE, FONTANA, CA 92335
Contact Person: KEITH KRAMER *Telephone:* 909-350-7600
Project Value: \$3,000,000



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: BNSF RAILWAY COMPANY/10176355
Start and Finish Dates: 11/18/15 - 11/21/15
Project Description: SURVEY, AC GRIND & OVERLAY, STRIPING & MARKING, K-RAIL
Agency Name: BNSF RAILWAY COMPANY
Contact Person: KHY LIM *Telephone:* 626/372-9504
Original Contract Amount: \$154,370 *Final Contract Amount:* \$133,820
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: VIEWLINE DRIVE PAVEMENT REHABILITATION PROJECT/10175083
Start and Finish Dates: 10/5/15 - 10/22/15
Project Description: COLD MILL, AC, ELECTRICAL, ADJUSTMENTS, STRIPING
Agency Name: CITY OF SIMI VALLEY
Contact Person: MANSOUR MORADI *Telephone:* 805/583-6786
Original Contract Amount: \$193,381 *Final Contract Amount:* \$191,045
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: DEEP CREEK ROAD OVERLAY/10166577
Start and Finish Dates: 2/9/15 - 3/2/16
Project Description: AC GRIND & OVERLAY, STRIPING & MARKING
Agency Name: TOWN OF APPLE VALLEY
Contact Person: BRETT MORGAN *Telephone:* 760/403-8034
Original Contract Amount: \$245,000 *Final Contract Amount:* \$245,586
Change in original contract amount is due to extra work and/or contract change orders adding work.

~~*~~ *Project Name/Number:* FY 14-15 CITYWIDE STREET RECONSTRUCTION PROJECT/10168066
Start and Finish Dates: 4/17/15 - 6/15/15
Project Description: AC GRIND & OVERLAY, CONCRETE IMPROVEMENTS, STRIPING & MARKING
Agency Name: CITY OF STANTON
Contact Person: STEPHANIE CAMORLINGA *Telephone:* 714/379-9222
Original Contract Amount: \$472,867 *Final Contract Amount:* \$495,029
Change in original contract amount is due to extra work and/or contract change orders adding work.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: HESPERIA ROAD OVERLAY/10159022
Start and Finish Dates: 6/9/14 – 7/4/14
Project Description: HESPERIA ROAD OVERLAY
Agency Name: CITY OF VICTORVILLE
Contact Person: HIRAM HOUCK *Telephone:* 760/243-6351
Original Contract Amount: \$492,000 *Final Contract Amount:* \$521,494
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: 2014 ANNUAL STREET RESURFACING PROJECT/10163369
Start and Finish Dates: 9/5/14 – 11/20/14
Project Description: ARHM GRIND AND OVERLAY, ADJUST MANHOLES, STRIPING AND MARKING, SURVEY
Agency Name: CITY OF CALABASAS
Contact Person: TATIANA HOLDEN *Telephone:* 818/224-1674
Original Contract Amount: \$562,798 *Final Contract Amount:* \$624,427
 Change in original contract amount is due to extra work and/or contract change orders adding work.

* *Project Name/Number:* MONTEBELLO BOULEVARD/TOWNE CENTER DRIVE RESURFACING MEDIAN AND LANDSCAPE ENHANCEMENTS PROJECT/10168081
Start and Finish Dates: 4/20/15 – 6/25/15
Project Description: CLEAR & GRUB, COLD MILL, AC, CONCRETE IMPROVEMENTS, ADJUST MANHOLES/VALVES, LANDSCAPE & IRRIGATION, SURVEY WELL MONUMENTS, STRIPING & MARKING, LOOPS, RIVER ROCK
Agency Name: CITY OF ROSEMEAD
Contact Person: RAFAEL FAJARDO *Telephone:* 626/569-2100
Original Contract Amount: \$624,686 *Final Contract Amount:* \$698,078
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: HOLLYWOOD WALK OF FAME 50TH, AREA #1/10168030
Start and Finish Dates: 3/3/15 – 6/26/15
Project Description: PARKWAY IMPROVEMENTS
Agency Name: HOLLYWOOD HISTORIC TRUST
Contact Person: DANNY KAYE *Telephone:* 323/468-1379
Original Contract Amount: \$667,415 *Final Contract Amount:* \$741,935
 Change in original contract amount is due to extra work and/or contract change orders adding work.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: IMPROVEMENT OF ARTESIA BOULEVARD BETWEEN WEST CITY LIMIT AND BUTLER AVENUE/10160883
Start and Finish Dates: AUGUST 2014 -4/1/15
Project Description: AC/ARHM GRIND AND OVERLAY, PCC IMPROVEMENTS, STRIPING & MARKING, LOOPS, ADJUST MANHOLES/UTILITIES, TREE PRUNING/ROOT SHAVING
Agency Name: CITY OF LONG BEACH
Contact Person: ONOFRE RAMIREZ *Telephone:* 562/570-6634
Original Contract Amount: \$744,659 *Final Contract Amount:* \$850,949
Change in original contract amount is due to extra work and/or contract change orders adding

Project Name/Number: FEDERAL SAFE ROUTES TO SCHOOL WALNUT GROVE AVENUE ENHANCEMENT PROJECT/10164577
Start and Finish Dates: 1/12/15 - 7/9/15
Project Description: AC GRIND & OVERLAY, CLEAR & GRUB, PCC IMPROVEMENTS, STREET LIGHTS, TRAFFIC SIGNAL MODIFICATIONS, STRIPING, MARKING, SIGNING, LANDSCAPE & IRRIGATION
Agency Name: CITY OF ROSEMEAD
Contact Person: RAFAEL FAJARDO *Telephone:* 626/569-2100
Original Contract Amount: \$692,308 *Final Contract Amount:* \$736,277
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: PACIFIC ELECTRIC INLAND EMPIRE TRAIL/10157108
Start and Finish Dates: 8/25/14 - 4/28/15
Project Description: STORM DRAIN IMPROVEMENTS, LANDSCAPE & IRRIGATION, ELECTRICAL, STRIPING & SIGNS
Agency Name: CITY OF RIALTO
Contact Person: JASON BROWN *Telephone:* 310/502-9931
Original Contract Amount: \$3,169,295 *Final Contract Amount:* \$3,527,760
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: GRAVES AVENUE, ET AL, PHASE 2/10156967
Start and Finish Dates: 6/30/14 - 4/29/15
Project Description: AC/ARHM GRIND & OVERLAY, PCC IMPROVEMENTS, CLEAR & GRUB, CMB, C-I-P RECYCLING, EMULSIFIED RECYCLING AGENT, TREE REMOVAL/TRIMMING ROOT PRUNE/BARRIER, ELEC/LOOPS, ADJ UTILITIES, STRIPING & MARKING
Agency Name: COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS
Contact Person: CHANDRA McCLOUD *Telephone:* 626/458-3144
Original Contract Amount: \$3,989,378 *Final Contract Amount:* \$3,773,072



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: IMPERIAL HIGHWAY/10152857
Start and Finish Dates: 2/3/14 - 4/10/15
Project Description: TRAFFIC CONTROL, ROOT PRUNE, SIGNS, PCC, COLD MILL, AC, RECONSTRUCT MANHOLE, MASONRY, STRIPING & MARKING, ELECTRICAL, LANDSCAPE & IRRIGATION
Agency Name: COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS
Contact Person: TIM BAZINET *Telephone:* 626/485-3144
Original Contract Amount: \$4,144,238 *Final Contract Amount:* \$4,298,278
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: WILSHIRE BOULEVARD BUS RAPID TRANSIT/10159007
Start and Finish Dates: 9/4/14 - 2/7/15
Project Description: TRAFFIC CONTROL, SWPPP, SIGNS, TREE REMOVAL, REMOVE CHAIN LINK FENCE, CLEAR & GRUB, AC, PCC, ADJUST MANHOLES, CMB, SLURRY, COLD MILL, CB'S, STRUCTURES, ELECTRICAL, LOOPS, LANDSCAPE/IRRIGATION, STRIPE & MARK
Agency Name: LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
Contact Person: COLIN McCARTER *Telephone:* 626/458-3144
Original Contract Amount: \$4,420,769 *Final Contract Amount:* \$3,307,806
 Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: MAPLEGROVE STREET, ET AL/10156534
Start and Finish Dates: 6/23/14 - 5/13/15
Project Description: SWPPP, CLEARING & GRUBBING, ARHM, FIRE HYDRANT, TRAFFIC CONTROL, ROOT PRUNE, TREE REMOVAL, COLD MILL, SLURRY, CMB, AC, ARHM, PCC, CATCH BASIN, CHAIN LINK FENCE, LOOP DETECTORS, STRIPING & MARKING, RECONSTRUCT MANHOLE
Agency Name: COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS
Contact Person: JOEL ZARAGOZA *Telephone:* 626/485-3144
Original Contract Amount: \$5,247,333 *Final Contract Amount:* \$5,154,799
 Change in contract amount is due to items of work being deleted by the agency.

* *Project Name/Number:* 2011 ROADWAY MAINTENANCE & SLURRY SEAL PROGRAM/ 10150602
Start and Finish Dates: 8/2013-12/2014
Project Description: SWPPP, AC GRIND & OVERLAY, CRACK SEAL, SLURRY SEAL, STRIPING & MARKING
Agency Name: PORT OF LONG BEACH
 925 HARBOR PLAZA DRIVE
 LONG BEACH, CA 90802

Contact Person: ALI VATANSHENAG *Telephone:* 562/437-0041
Original Contract Amount: \$434,380 *Final Contract Amount:* \$455,300
 Change in contract amount is due to extra work and/or contract change orders adding



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

work.

* *Project Name/Number:* KIOWA RANCH ROAD TO DEL ORO ROAD/ 10149809
Start and Finish Dates: 9/2013-11/2013
Project Description: AC GRIND & OVERLAY, PCC IMPRV., STRIPING & MARKING, SURVEY, TREE REMOVAL, CMB, ADJUST UTILITIES, SLURRY SEAL
Agency Name: TOWN OF APPLE VALLEY
14975 DALE EVANS PARKWAY
APPLE VALLEY, CA 92307
Contact Person: BRETT MORGAN *Telephone:* 760/240-7000
Original Contract Amount: \$662,781 *Final Contract Amount:* \$663,811
Change in original contract amount is due to extra work and/or contract change orders adding work.

* *Project Name/Number:* ARTESIA BLVD. & WESTERN AVE. STREET IMPRV./10147379
Start and Finish Dates: 7/2013-10/2013
Project Description: SIGNS, SWPPP, TRAFFIC CONTROL, TREE REMOVAL, STRIPING & MARKING, COLD MILL, ELECTRICAL, PCC, AC, ARHM, SURVEY, ADJUST MANOLES & WATER VALVES, LOOPS
Agency Name: CITY OF GARDENA
1700 W. 162ND STREET
GARDENA, CA 90247
Contact Person: JOHN FELIX *Telephone:* 310/217-9500
Original Contract Amount: \$645,472 *Final Contract Amount:* \$605,644
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: TILDEN TERRENCE/ 10146479
Start and Finish Dates: 4/2013-9/2013
Project Description: ON-SITE, OFF-SITE, ALLEY IMPRV.
Agency Name: DREYFUSS CONSTRUCTION
5855 GREEN VALLEY CIRCLE, STE. 300
CULVER, CA 90230
Contact Person: DAVID SANCHEZ *Telephone:* 310/645-9565
Original Contract Amount: \$748,082 *Final Contract Amount:* \$835,884
Change in original contract amount is due to extra work and/or contract change orders adding work.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: LA LOGISTICS CENTER/ 10144825

Start and Finish Dates: 3/2013-6/2013

Project Description: B-PERMIT

Agency Name: XEBEC BUILDING COMPANY, INC.
3010 OLD RANCH PARKWAY, STE. 480
SEAL BEACH, CA 90740

Contact Person: SIOBHAN SHARPLES

Telephone: 562/795-0270

Original Contract Amount: \$373,756

Final Contract Amount: \$383,456

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: AGOURA ROAD WIDENING PHASE 1/CANWOOD STREET IMPRV./ 10144581

Start and Finish Dates: 4/2013-10/2013

Project Description: AC/ARHM GRIND & OVERLAY, CAB, PCC IMPRV., COLD-IN-PLACE RECYCLING,
ADJUST UTILITIES, SIGNING & STRIPING, TREE PROTECTION/REMOVAL,
LANDSCAPE & IRRIGATION

Agency Name: CITY OF AGOURA HILLS
30001 LADYFACE COURT
AGOURA HILLS, CA 91301-1335

Contact Person: CHARMAINE YAMBAO

Telephone: 818/597-7300

Original Contract Amount: \$1,058,551

Final Contract Amount: \$1,273,120

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: CEDARS-SINAI MEDICAL CENTER-ADVANCES HEALTH SCIENCES PAVILION PROJECT/
10143403

Start and Finish Dates: 2/2013-4/2013

Project Description: CMB, AC GRIND & OVERLAY, STRIPING, DOUBLE ADJUST MANHOLES

Agency Name: HATHAWAY DINWIDDIE CONSTRUCTION COMPANY
811 WILSHIRE BLVD., STE. 1500
LOS ANGELES, CA 90017-2632

Contact Person: STEPHEN DUHM

Telephone: 213/236-0500

Original Contract Amount: \$229,000

Final Contract Amount: \$234,671

Change in original contract amount is due to extra work and/or contract change orders adding work.



**SULLY-MILLER
CONTRACTING CO.**

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: BEAR VALLEY CUTOFF/ 10143018
Start and Finish Dates: 5/2013-6/2013
Project Description: ARHM/AC GRIND & OVERLAY, CRACK SEAL, SIGNS & STRIPING & MARKING
Agency Name: SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS
 825 EAST 3RD STREET
 SAN BERNARDINO, CA 92415
Contact Person: SUNDARAMOORTHY *Telephone:* 909/387-8104
 SRIRAJAN

Original Contract Amount: \$928,725 *Final Contract Amount:* \$802,793
 Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: DALE EVANS PARKWAY OVERLAY PROJECT INTERSTATE 15 TO JOHNSON ROAD &
 JOSHUA ROAD OVERLAY PROJECT/ 10141551
Start and Finish Dates: 1/2013-4/2013
Project Description: AC GRIND & OVERLAY, STRIPING & MARKING, GRADING, SWPPP
Agency Name: TOWN OF APPLE VALLEY
 14955 DALE EVANS PARKWAY
 APPLE VALLEY, CA 92307

Contact Person: BRENT MORGAN *Telephone:* 760/240-7000
Original Contract Amount: \$720,677 *Final Contract Amount:* \$743,789
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: FY 2012/13 STREET MAINTENANCE PROJECT/ 10140019
Start and Finish Dates: 10/2012-12/2013
Project Description: ARHM GRIND & OVERLAY, ADJUST UTILITIES, SURVEY, CRACK SEALING
Agency Name: CITY OF MALIBU
 23825 STUART RANCH ROAD
 MALIBU, CA 90265

Contact Person: ROBERT DUBOUX *Telephone:* 310/456-2489
Original Contract Amount: \$652,716 *Final Contract Amount:* \$929,630
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: THE ICIS APARTMENTS/ 10139570
Start and Finish Dates: 9/2012-11/2012
Project Description: B-PERMIT
Agency Name: ALLIANCE RESIDENTIAL BUILDERS II G.P., INC.
 450 NEWPORT CENTER DR., #550
 NEWPORT, CA 92660

Contact Person: SCOTT CRIGGS *Telephone:* 949/706-8460
Original Contract Amount: \$299,701 *Final Contract Amount:* \$335,741
 Change in original contract amount is due to extra work and/or contract change orders adding work.
 2013 VARIOUS STREETS RECURRING TR PROP 1 B & IACMTA/ 10137709



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Start and Finish Dates: 10/2012-2013
Project Description: AC/ARHM GRIND & OVERLAY, PCC IMPRV., ADJUST UTILITIES, LOOPS, STRIPING & MARKING, CONSTRUCTION AREA SIGNS

Agency Name: CITY OF MONTEREY PARK
320 WEST NEWMARK AVENUE
MONTEREY PARK, CA 91754

Contact Person: ROY ALFONSO *Telephone:* 626-307-1458

Original Contract Amount: \$996,500 *Final Contract Amount:* \$1,082,247
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: CITYWIDE ANNUAL OVERLAY PROGRAM & CONCRETE REPLACEMENT PROGRAM/
10137355

Start and Finish Dates: 9/2012-3/2013
Project Description: AC/ARHMGRIND & OVERLAY, AC DIKE, LOOPS, ADJUST UTILITIES, CAB, STRIPING & MARKING, PCC IMPRV., SURVEY

Agency Name: CITY OF CARSON
701 EAST CARSON STREET
CARSON, CA 90745

Contact Person: RICK BOUTROS *Telephone:* 310/830-7600

Original Contract Amount: \$1,295,000 *Final Contract Amount:* \$1,504,633
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: PREVENTIVE MAINTENANCE OF STREETS-2012/ 10137154

Start and Finish Dates: 11/2012-3/2013
Project Description: COLD MILL, ARHM, AC ADJUST SEWER MANHOLES, CLEAR & GRUB, STRIPING & MARKING, LOOP DETECTORS, SURVEY

Agency Name: CITY OF PASADENA
100 N. GARFIELD AVE.
PASADENA, CA 91101

Contact Person: MORLEY SARAIYA *Telephone:* 626/744-4000

Original Contract Amount: \$1,138,208 *Final Contract Amount:* \$1,273,343
Change in original contract amount is due to extra work and/or contract change orders adding work.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: IMPROVEMENT OF LINCOLN AVENUE/ 10136832
Start and Finish Dates: 10/2012-3/2013
Project Description: CONCRETE, AC, CRACK SEAL, COLD MILL, ARHM, ELECTRICAL, MANHOLES, STORM DRAIN, MARKERS, LOOPS
Agency Name: CITY OF PASADENA
100 N. GARFIELD AVE.
PASADENA, CA 91101
Contact Person: SEAN SINGLETARY *Telephone:* 626-744-4000
Original Contract Amount: \$1,348,474 *Final Contract Amount:* \$1,641,677
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: 2012 OVERLAY PROGRAM/ 10136566
Start and Finish Dates: 10/2012-4/2013
Project Description: AC/ARHM GRIND & OVERLAY, ADJUST MANHOLES, ROOT PRUNE, STRIPING, SIGNING, MARKERS, LEGENDS
Agency Name: CITY OF THOUSAND OAKS
2100 THOUSAND OAKS BLVD.
THOUSAND OAKS, CA 91362
Contact Person: MIKE TOHIDIAN *Telephone:* 805/449-2400
Original Contract Amount: \$3,795,547 *Final Contract Amount:* \$3,972,046
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: ROUTE 247, SAN BERNARDINO COUNTY (08-0P9304)/ 10131719
Start and Finish Dates: 7/2012-8/2012
Project Description: SWPPP, SIGNS, TRAFFIC CONTROL, COLD PLANE, CRACK TREATMENT, AC, ARHM, STRIPING & MARKING
Agency Name: CALTRANS
1727 30TH STREET
SACRAMENTO, CA 95816
Contact Person: EHAB MINA *Telephone:* 916/227-6300
Original Contract Amount: \$4,865,508 *Final Contract Amount:* \$4,988,720
Change in original contract amount is due to extra work and/or contract change orders adding work.



SULEY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: MANHATTAN BEACH BOULEVARD RESURFACING/ 10130442
Start and Finish Dates: 8/2012-11/2012
Project Description: UTILITIES, TRAFFIC CONTROL, SIGNS, SURVEY, MANHOLES, PCC, AC, LANDSCAPE & IRRIGATION, COLD MILL, EXCAVATION, STRIPING & MARKING
Agency Name: CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH, CA 90277
Contact Person: JEFF TOWNSEND *Telephone:* 310/318-0661
Original Contract Amount: \$862,900 *Final Contract Amount:* \$945,951
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: PUBLIC WORKS YARD (BID SET NO. 2)/ 10130370 (11148C)
Start and Finish Dates: 11/2012-11/2012
Project Description: AC PAVING, PCC IMPROVEMENTS, ELECTRICAL, FENCING
Agency Name: CITY OF EL MONTE
1133 VALLEY BLVD.
EL MONTE, CA 91731
Contact Person: TOM EARL *Telephone:* 626/580-2001
Original Contract Amount: \$462,370 *Final Contract Amount:* \$462,370
NO CHANGE

Project Name/Number: SAFE ROUTES TO SCHOOL-CYCLE 7 BULB-OUTS, SIDEWALK & TRAFFIC SIGNAL MODIFICATIONS/ 10130359
Start and Finish Dates: 5/2012-11/2012
Project Description: CLEAR & GRUB, AC OVERLAY, PCC IMPRV., ADJUST UTILITIES, SURVEY, TRAFFIC SIGNAL MODIFICATIONS, SIGNS, STRIPING & MARKING
Agency Name: CITY OF BURBANK
301 EAST OLIVE AVENUE, RM 320
BURBANK, CA 91502
Contact Person: MIKE SILVANI *Telephone:* 818/238-5457
Original Contract Amount: \$342,560 *Final Contract Amount:* \$408,978
Change in original contract amount is due to extra work and/or contract change orders adding work.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: ROUTE 39, LOS ANGELES COUNTY (07-3Y3204)/ 10130355
Start and Finish Dates: 7/2012-11/2012
Project Description: SWPPP, SIGNS, TRAFFIC CONTROL, COLD PLANE, CRACK TREATMENT, AC, ARHM, STRIPING & MARKING
Agency Name: CALTRANS
1727 30TH STREET
SACRAMENTO, CA 95816
Contact Person: REDA KAROUT *Telephone:* 916/227-6300
Original Contract Amount: \$1,197,700 *Final Contract Amount:* \$1,265,654
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: SLAUSON AVENUE/ 10130289
Start and Finish Dates: 10/2012-3/2013
Project Description: CLEAR & GRUB, TREE REMOVAL/PLANTING, AC GRIND & OVERLAY, PCC IMPRV., STRUCTURES, STRIPING & MARKING
Agency Name: LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
900 S. FREMONT AVENUE
ALHAMBRA, CA 91803
Contact Person: JOSE POJ *Telephone:* 626/458-5100
Original Contract Amount: \$884,688 *Final Contract Amount:* \$955,095
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: 2011-2012 STREET RESURFACING-VARIOUS LOCATIONS/ 10130260
Start and Finish Dates: 5/2012-12/2012
Project Description: AC OVERLAY, COLD MILL, CRACK SEAL, CMB, ADJUST VALVE COVER & MANHOLE, LOOPS, STRIPING & MARKING
Agency Name: CITY OF BEVERLY HILLS
455 N. REXFORD DR., RM 290
BEVERLY HILLS, CA 90210
Contact Person: JUAN MARTINEZ *Telephone:* 310/285-2489
Original Contract Amount: \$1,019,450 *Final Contract Amount:* \$896,448
Change in contract amount is due to items of work being deleted by the agency.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: STREET RECONSTRUCTION-HELEN RUNYON DR. & E. MOUNTAIN VIEW ST./ 10130241
Start and Finish Dates: 3/2012-7/2012
Project Description: AC PAVING, PCC, FABRIC, LOOPS, SIGNS & STRIPING & MARKING
Agency Name: CITY OF BARSTOW
220 E. MOUNTAIN VIEW STREET, STE. A
BARSTOW, CA 92311
Contact Person: DOMINGO GONZALEZ *Telephone:* 760/255-5156
Original Contract Amount: \$1,027,886 *Final Contract Amount:* \$1,138,746
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: 2012 LOCAL STREET REHABILITATION PROJECT/ 10130069
Start and Finish Dates: 5/2012-8/2012
Project Description: AC GRIND & OVELRAY, COLD CENTRAL PLANT RECYCLING, LOOPS, ADJUST UTILITIES
Agency Name: CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92840
Contact Person: ROBERT MOUNGEY *Telephone:* 714/741-5000
Original Contract Amount: \$2,917,670 *Final Contract Amount:* \$2,846,871
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: RECONSTRUCTION OF CASTAIC POWER PLANT ACCESS ROAD/ 10129951
Start and Finish Dates: 8/2012-10/2012
Project Description: AC, COLD MILL, STRIPING & MARKING
Agency Name: LOS ANGELES DEPARTMENT OF WATER & POWER
111 N. HOPE STREET
LOS ANGELES, CA 90012
Contact Person: JOSH FONG *Telephone:* 213/364-3464
Original Contract Amount: \$602,466 *Final Contract Amount:* \$556,923
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: CACTUS AVENUE, FREDERICK STREET & RESOURCE WAY/ 10129926
Start and Finish Dates: 5/2012-5/2013
Project Description: STREET, STORM DRAIN, SEWER & WATER, SIGNING & STRIPING, TRAFFIC SIGNAL, LOOPS, STREET LANDSCAPE & IRRIGATION, ELECTRICAL, COLD PLANE, PCC, AC, CATCH BASIN
Agency Name: US REAL ESTATE LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP, 19300
19300 HAMILTON AVE., STE. 200
GARDENA, CA 90248
Contact Person: FLOYD YOUNKIN *Telephone:* 310/323-9100
Original Contract Amount: \$2,753,919 *Final Contract Amount:* \$3,212,557
Change in original contract amount is due to extra work and/or contract change orders adding work.
NATIONAL TRAILS HIGHWAY/ 10128949 (12185C)



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Start and Finish Dates: 5/2012 -- 6/2012

Project Description: CRACK SEAL, COLD PLANE, PAV, STRIPING

Agency Name: SAN BERNARDINO COUNTY, DEPARTMENT OF PUBLIC WORKS
825 EAST THIRD STREET
SAN BERNARDINO, CA 92415-0835

Contact Person: NIDHAM AL-REYES *Telephone:* 909/387-8104

Original Contract Amount: \$1,040,950 *Final Contract Amount:* \$931,795

Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: TAXILANE D-10 RECONSTRUCTION / 10128948 (12174C)

Start and Finish Dates: 5/2012-12/2012

Project Description: SURVEY, AC, REMOVE PCC, FENCING, ADJUSTING WATER UTILITY, SWPPP, CAB, COLD PLANE, PCC, FABRIC, STRIPING & MARKING & SIGNS

Agency Name: LOS ANGELES WORLD AIRPORTS, AIRPORT DEVELOPMENT GROUP
7301 WORLD WAY WEST, 9TH FLOOR
LOS ANGELES, CA 90045

Contact Person: GORAN LAZAREVIC, P.E. *Telephone:* 310/957-7149

Original Contract Amount: \$6,383,321 *Final Contract Amount:* \$5,939,022

Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: CAMPBELL HALL COMMUNITY ARTS AND EDUCATION CENTER / 10128947 (11153C)

Start and Finish Dates: 3/2012-4/2012

Project Description: B -- PERMIT: REMOVAL/REPLACEMENT OF CURB & GUTTER, SIDEWALK & SIDEWAY, SIGNAL, STREET LIGHTING, STRIPING/SIGNING

Agency Name: MATT CONSTRUCTION CORPORATION
9814 NORWALK BLVD., SUITE 100
SANTA FE SPRINGS, CA 90670

Contact Person: KRISTOPHER BARR *Telephone:* 562/903-2277

Original Contract Amount: \$473,542 *Final Contract Amount:* \$539,471

Change in original contract amount is due to extra work and/or contract change orders adding work.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: RESIDENTIAL STREET REHABILITATION FY2011-2012 & ANNUAL WATER MAIN REPLACEMENT PROGRAM FY 2011-2012 / 10128945 (12171C)
Start and Finish Dates: 3/2012-4/2013
Project Description: AC GRIND & OVERLAY, SLURRY SEAL, PCC IMPROVEMENTS, ADJUST MANHOLES, TREE ROOT PRUNE, STRIPING/MARKING, LOOPS, SURVEY, CMB, WATER LINE/WATER MAIN
Agency Name: CITY OF LA HABRA
201 E. LA HABRA BLVD.
LA HABRA, CA 90631
Contact Person: CHUCK STEPHANS *Telephone:* 949/262-9379
Original Contract Amount: \$4,887,619 *Final Contract Amount:* \$6,081,745
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: NEWPORT BLVD. DOMESTIC WATER RELOCATION PROJECT / 10128919 (11167C)
Start and Finish Dates: 2/2012-4/2013
Project Description: AC PAVING, WATERLINE, PCC IMPROVEMENTS, & REMOVE METERS
Agency Name: IRVINE RANCH WATER DISTRICT
15600 SAND CANYON AVE.
IRVINE CA, 92619-7000
Contact Person: TOM BONKOWSKI *Telephone:* 949/453-5692
Original Contract Amount: \$3,657,815 *Final Contract Amount:* \$3,936,118
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: LONG BEACH ANNUAL 2012 -- GAS & ENGINEERING 10128849/(10071C) / 10128917/(11163C)
Start and Finish Dates: 3/2012-1/2013
Project Description: EMERGENCY REPAIRS
Agency Name: CITY OF LONG BEACH
333 WEST OCEAN BLVD.
LONG BEACH, CA 90802
Contact Person: CHARLES RAMEY *Telephone:* 562/570-5176
Original Contract Amount: \$2,000,000 *Final Contract Amount:* \$2,210,831
Change in original contract amount is due to extra work and/or contract change orders adding work.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: PASADENA AVENUE STREET IMPROVEMENT PROJECT /10128916 (11161C)

Start and Finish Dates: 2/2012-6/2012

Project Description: AC PAVING, ADJUST MANHOLE, COLD MILLING, PCC IMPRV., SIGNS,
LANDSCAPING/IRRIGATION & STRIPING/MARKING

Agency Name: CITY OF PASADENA
1414 MISSION STREET
SOUTH PASADENA, CA 91030

Contact Person: GABRIEL B. NEVAREZ *Telephone:* 626/403-7248

Original Contract Amount: \$499,995 *Final Contract Amount:* \$535,714

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: STREET RECONSTRUCTION SECTION - I, AGNES AVE, ELM AVE, FRANCES AVE,
NORTH MURIEL DR, ADELE AVE., KATHLEEN. /10128914(11159C)

Start and Finish Dates: 2/2012-5/2012

Project Description: AC PAVING, PCC IMPRV., FABRIC, LOOPS, SIGNS, & STRIPING & MARKING

Agency Name: CITY OF BARSTOW
220 E. MOUNTAIN VIEW ST., SUITE A
BARSTOW, CA 92311

Contact Person: DOMINGO GONZALEZ *Telephone:* 760/255-5156

Original Contract Amount: \$947,275 *Final Contract Amount:* \$977,541

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: ROBSON AVEUNE & MARTIN STREET, STPL-5107(027) /10128913(11154U)

Start and Finish Dates: 2/2012-5/2012

Project Description: RECONSTRUCTION PROJECT

Agency Name: CITY OF SANTA MONICA
1685 MAIN STREET
SANTA MONICA, CA 90401

Contact Person: ALLAN SHETH *Telephone:* 310/458-2201

Original Contract Amount: \$383,000 *Final Contract Amount:* \$380,911

Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: MERVYN'S BLDG. RENOVATION CONSTRUCTION CONTRACT /10128912(11151C)

Start and Finish Dates: 10/2011-11/2012

Project Description: SITE UTILITIES, PAVING, AND SITE IMPROVEMENTS

Agency Name: WESTFIELD, LLC
2753 E. EASTLAND CTR DR,
WEST COVINA, CA 91791

Contact Person: ROBERT ALLEN *Telephone:* 626/967-3399

Original Contract Amount: \$980,902 *Final Contract Amount:* \$1,284,834

Change in original contract amount is due to extra work and/or contract change orders adding work.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: RUNWAY 15 RUNWAY SAFETY AREA IMPROVEMENTS /10128907(11143C)

Start and Finish Dates: 1/2012-4/2012

Project Description: AC GRIND & OVERLAY, BASE, MARKINGS, FENCING, ELECTRICAL

Agency Name: BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
2627 HOLLYWOOD WAY
BURBANK, CA 91505

Contact Person: PEDRO BARRAGON *Telephone:* 818/840-8840

Original Contract Amount: \$1,249,277 *Final Contract Amount:* \$1,313,842

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: DEEP CREEK ROAD OVERLAY /10128904(11140C)

Start and Finish Dates: 3/01/2012-3/30/2012

Project Description: CRUB SEAL, COLD PLANE, AC OVERLAY, STRIPING

Agency Name: COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC WORKS
825 EAST 3RD STREET
SAN BERNARDINO, CA 92415

Contact Person: NIDHAM AL-REYES *Telephone:* 909-387-1831

Original Contract Amount: \$778,000 *Final Contract Amount:* \$605,995

Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: WILSHIRE / WESTERN FINAL PHASE /10128903(11139C)

Start and Finish Dates: 8/2011-7/2012

Project Description: CITY OF LA, B-PERMIT

Agency Name: SOLAIR MARKETING, LLC
175 WEST JACKSON, SUITE 540
CHICAGO, IL 60604

Contact Person: JIM O'BRIEN *Telephone:* 805/310-8270

Original Contract Amount: \$849,532 *Final Contract Amount:* \$863,853

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: MOVEMENT AREAS /10128902(11136C)

Start and Finish Dates: ONGOING - 12/2013

Project Description: MAINTENANCE & REPAIR WORK ON T&M IN AIRCRAFT MOVEMENT AREAS

Agency Name: BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
2800 CLYBOURN AVENUE
BURBANK, CA 91505

Contact Person: KAREN SEPULVEDA *Telephone:* 818/565-1305

Original Contract Amount: \$250,000 *Final Contract Amount:* \$36,059

Change in contract amount is due to items of work being deleted by the agency.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: NON-MOVEMENT AREA /10128901(11135C)
Start and Finish Dates: ONGOING -- 12/2013
Project Description: MAINTENANCE & REPAIR WORK ON T&M IN NON-MOVEMENT AREA
Agency Name: BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
2800 CLYBOURN AVENUE
BURBANK, CA 91505
Contact Person: KAREN SEPULVEDA *Telephone:* 818/565-1308
Original Contract Amount: \$200,000 *Final Contract Amount:* \$5,724
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: 2010-11 FEDERAL OVERLAY PROGRAM /10128896(11127U)
Start and Finish Dates: 10/2011-1/2012
Project Description: AC GRIND AND OVERLAY
Agency Name: CITY OF SANTA CLARITA
23920 VALENCIA BOULEVARD, STE 300
SANTA CLARITA, CA 91355-2196
Contact Person: 661/259-2489 *Telephone:* 661/259-2489
Original Contract Amount: \$2,069,962 *Final Contract Amount:* \$2,047,482
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: WHITEMAN AIRPORT AIRCRAFT RAMP /10128893(11123C)
Start and Finish Dates: 2/2012-9/2013
Project Description: RECONSTRUCTION OF AIRCRAFT RAMP
Agency Name: LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
900 S. FREMOUNT AVENUE
ALHAMBRA, CA 91803
Contact Person: JOSEPH NGUYEN *Telephone:* 626/458-3166
Original Contract Amount: \$944,698 *Final Contract Amount:* \$1,038,210
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: 2011 ANNUAL CITYWIDE STREET RESURFACING PROJECT /10128890(11119U)
Start and Finish Dates: 8/2011-2/2012
Project Description: STREET RESURFACING
Agency Name: CITY OF CALABASAS
100 CIVIC CENTER WAY
CALABASAS, CA 91302-3172
Contact Person: TATIANA HOLDEN *Telephone:* 818/224-1600
Original Contract Amount: \$1,146,363 *Final Contract Amount:* \$1,276,123
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: EAST AVENUE MASTER PLAN STORM DRAIN LINE 8 PROJECT /10128888(11117C)



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Description: AC GRIND & OVERLAY, PCC IMPRV., STORM DRAIN STRUCTURES, CONSTRUCT
MANHOLES, RCP, FABRIC, LOOPS, STRIPING & MARKING, SWPPP

Agency Name: CITY OF RANCHO CUCAMONGA
10500 CIVIL CENTER DRIVE
RANCHO CUCAMONGA, CA 91729-0807

Contact Person: KENNETH FUNG *Telephone:* 909/477-2700

Original Contract Amount: \$5,214,750 *Final Contract Amount:* \$6,104,138
Change in original contract amount is due to extra work and/or contract change orders adding
work.

Project Name/Number: SOUTHERN PACIFIC SLIP /10128887(11116C)

Start and Finish Dates: 10/2011-5/2014

Project Description: AC & PCC PAVEMENTS, PCC IMPRV., LANDSCAPE & IRRIGATION, SITE FURNISHINGS,
RETAINING WALLS, GUARDRAILS/RAILINGS, SIGNS

Agency Name: PORT OF LOS ANGELES
425 S. PALOS VERDES STREET
SAN PEDRO, CA 90731

Contact Person: MARLYS WHITE *Telephone:* 310/732-7690

Original Contract Amount: \$5,694,700 *Final Contract Amount:* \$6,160,508
Change in original contract amount is due to extra work and/or contract change orders adding
work.

Project Name/Number: WEST OAK PARK AREA / 11115C

Start and Finish Dates: 7/2011-3/2012

Project Description: AC/ARHM GRIND & OVERLAY, CONCRETE IMPROVEMENTS, CRACK SEAL, LOOPS

Agency Name: COUNTY OF VENTURA
800 SOUTH VICTORIA AVENUE
VENTURA, CA 92821

Contact Person: PHIL NELSON / DOLORES MURPHY *Telephone:* 805/654-3984

Original Contract Amount: \$2,470,417 *Final Contract Amount:* \$2,373,097
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: ROADWAY AND WATERLINE IMPROVEMENT /10128884 (11112C)

Start and Finish Dates: 7/2011-9/2012

Project Description: ROADWAY AND WATERLINE

Agency Name: CITY OF LOMITA
24300 NARBONNE AVENUE
LOMITA, CA 90717

Contact Person: TOM SHAHBAZI *Telephone:* 310/325-7110

Original Contract Amount: \$1,412,907 *Final Contract Amount:* \$1,396,657
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: FY 2010-2011 RESIDENTIAL AREA 7 AND ARTERIAL ZONE AREA 5
(10128880/11118C)



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Start and Finish Dates: 7/2011-2/2012
Project Description: AC PATCHING, GRIND AND OVERLAY, CAPE SEAL, SLURRY SEAL, MANHOLE ADJUSTING
Agency Name: CITY OF DIAMOND BAR
21825 COPLEY DR.
DIAMOND BAR, CA 91765
Contact Person: DAVID SLOAN *Telephone:* 909/839-7000
Original Contract Amount: \$1,819,990 *Final Contract Amount:* \$1,823,184
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: BNSF AGS PROJECT- HOBART YARD /10128878(11105C)
Start and Finish Dates: 6/2011-8/2012
Project Description: CONSTRUCTION OF CIVIL AND ELECTRICAL FEATURES IN SUPPORT OF THE AGS - HARDWARE, SITE DEMOLITION CIVIL, ELECTRICAL, STRUCTURAL, PAVING WORK ASSOCIATED WITH AGS
Agency Name: BNSF
2500 LOU MENK DR.,
FORT WORTH, TEXAS, 76131
Contact Person: CHRISTOPHER HARD *Telephone:* 817/352-4114
Original Contract Amount: \$10,036,878 *Final Contract Amount:* \$10,466,761
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: WALNUT GROVE AVENUE TO TUSH STREET / 11111C
Start and Finish Dates: 07/2011 - 9/2011
Project Description: STREET RESURFACING
Agency Name: CITY OF ROSEMEAD
8838 E. VALLEY BOULEVARD
ROSEMEAD, CA 91770
Contact Person: RAFAEL FAJARDO *Telephone:* 626/569-2100
Original Contract Amount: \$1,109,950 *Final Contract Amount:* \$1,083,687
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: STREET REHABILITATION PROJECT - REBID /10128881(11109C)
Start and Finish Dates: 6/2011 - 1/2012
Project Description: TRAFFIC CONTROL, GRINDING, AC, PCC, ADJUST MANHOLES & VALVES,



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

RELOCATION

Agency Name: CITY OF CHINO
1322 CENTRAL AVENUE
CHINO, CA 91710

Contact Person: NAGHMEH IMANI *Telephone:* 909/464-8367

Original Contract Amount: \$1,813,849 *Final Contract Amount:* \$1,868,794
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: SAN BERNARDINO COUNTY NEAR NEEDLES FROM 0.4 MILE WEST OF WHALE MOUNTAIN WASH BRIDGE TO 0.1 MILE WEST OF PARK MOABI ROAD OVERCROSSING /10128874(11099U)

Start and Finish Dates: 5/2011 - 3/2012

Project Description: WIDEN FREEWAY, INSTALL PERMEABLE SUB BASE, EDGE DRAIN, GRIND & OVERLAY FREEWAY - 1.9 MILES IN LENGTH

Agency Name: STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
1727 30TH STREET
SACRAMENTO CA 95816

Contact Person: DARCY DAVIS *Telephone:* 951/232-6000

Original Contract Amount: \$7,193,800 *Final Contract Amount:* \$8,262,201
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: RESIDENTIAL STREET REHABILITATION FY2010-2011 & ANNUAL WATER MAIN REPLACEMENT PROGRAM PROJECT /10128866(11090C)

Start and Finish Dates: 4/2011-12/2011

Project Description: SURVEY, SWPPP, PCC, AC, CRACK SEAL, ADJUST MANHOLES TO GRADE, TREE ROOT PRUNE, STRIPING & MARKING, SLURRY SEAL

Agency Name: CITY OF LA HABRA
201 E. LA HABRA BOULEVARD
LA HABRA, CA 90631

Contact Person: SAM MAKAR, P.E., SR. *Telephone:* 562/905-9720
CIVIL ENGINEER

Original Contract Amount: \$3,535,885 *Final Contract Amount:* \$4,029,145
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: "G" AVENUE RAIL LEAD TRACK & CHANNEL PROJECT; PHASE II-LEAD TRACK CONSTRUCTION & DRAINAGE CHANNEL CONSTRUCTION /10128865(11088C)

Start and Finish Dates: 03/2011 - 02/2012

TRACK EMBANKMENT, AC FENCING STRUCTURES, CAR. PCC, SWPPP, TREE, CLEAR &



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Agency Name: CITY OF HESPERIA
9700 SEVENTH AVENUE
HESPERIA, CA 92345

Contact Person: TINA SOUZA *Telephone:* 760/947-1474

Original Contract Amount: \$4,622,722 *Final Contract Amount:* \$4,988,909
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: ELM ST. RESURFACING & WATERLINE REPLACEMENT /10128864(11087C)

Start and Finish Dates: 03/2011-07/2011

Project Description: CLEARING & GRUBBING, ADJUSTING MANHOLE & WATER VALVE & WATER METER, SURVEY MONUMENT, PCC, CATCH BASIN, COLD MILLING, ARHM, AC, STRIPING & MARKING & SIGNING, LOOP DETECTORS

Agency Name: CITY OF BREA
ONE CIVIC CENTER CIRCLE
BREA, CA 92821

Contact Person: BRIAN INGALLINEREA *Telephone:* 714/671-4450

Original Contract Amount: \$945,999 *Final Contract Amount:* \$1,096,259
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: FLORENCE AVENUE STREET REHABILITATION PROJECT / 10085C

Start and Finish Dates: 06/2011-07/2011

Project Description: CLEARING & GRUBBING, EXCAVATION, COLD MILL, ARHM, AC, MANHOLE ADJUSTING, VALVE/GAS ADJUSTMENT, STRIPING & MARKING, TRAFFIC LOOPS

Agency Name: CITY OF BELL
6330 PINE AVENUE
BELL, CA 90201

Contact Person: CARLOS ALVARADO *Telephone:* 626/960-1889

Original Contract Amount: \$294,536 *Final Contract Amount:* \$271,478
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: LAV COLLEGE /10084C

Start and Finish Dates: 02/2011 -- 08/2011

Project Description: RECONSTRUCT PARKING LOT

Agency Name: CHEVERON ENERGY SOLUTIONS
150 E. COLORADO BLVD., STE: 360



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Contact Person: WAYNE GRAHAM *Telephone:* 415/773-4748

Original Contract Amount: \$878,000 *Final Contract Amount:* \$783,082

Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: 2010/11 OVERLAY PROJECT /10083C

Start and Finish Dates: 02/2011 – 07/2011

Project Description: MOBILIZATION, TRAFFIC CONTROL, CRACK SEALING, AC, ARHM, MANHOLES, LOOPS, THERMOPLASTIC STRIPING, PAVEMENT MARKERS, SIGNS, TREE WELL, CROSS-GUTTER, DETECTABLE WARNING SURFACE, TREES, WATERVALVE, PULL BOX

Agency Name: CITY OF CYPRESS
5275 ORANGE AVENUE
CYPRESS, CA 90630

Contact Person: NICK MANGKALAKIRI *Telephone:* 714/229-6729

Original Contract Amount: \$2,198,000 *Final Contract Amount:* \$1,790,853

Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: INNOV. VILLAGE /10079C

Start and Finish Dates: 01/2011 – 05/2011

Project Description: AC PAVING, COLD MILL, CRACK FILL, ADJUST MANHOLE, LOOPS & PCC

Agency Name: CAL POLY -- POMONA FOUNDATION
3801 W. TEMPLE AVE
POMONA CA 901768

Contact Person: BRUYN BAVANS *Telephone:* 909/869-6842

Original Contract Amount: \$653,600 *Final Contract Amount:* \$693,203

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: 26TH STREET IMPROVEMENTS /10074U

Start and Finish Dates: 02/2011 – 07/2011

Project Description: EXCAVATION, CUT & DISPOSAL OF AC, GUTTER, COLD PLANE, COLD RECYCLING, CMB, MANHOLES, STRIPING & MARKING, TRAFFIC SIGNAL, LOOPS, CONSTRUCTION SIGNS

Agency Name: CITY OF VERNON
4205 SANTA FE AVENUE



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Contact Person: RAFAEL CONTRERAS *Telephone:* 323/583-8811

Original Contract Amount: \$873,212 *Final Contract Amount:* \$899,429

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: EMERALD AVENUE STREET IMPROVEMENTS / 10077U

Start and Finish Dates: 2/2011-3/2011

Project Description: AC OVER BASE, STRIPING & MARKING, CURBS, RAMPS, EXCAVATION TRAFFIC CONTROL, COLD PLANE, CMB, MANHOLE ADJUSTING, LOOPS, SLOUGH WALLS

Agency Name: CITY OF LA VERNE
3660 "D" STREET
LA VERNE-CA 91750

Contact Person: JASON WELDAY *Telephone:* 909/594-9702

Original Contract Amount: \$226,000 *Final Contract Amount:* \$487,575

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: ROSECRANS AVENUE & VALLEY VIEW AVENUE STREET IMPROVEMENTS /10072C

Start and Finish Dates: 01/2011 - 03/2011

Project Description: MOBILIZATION, EXCAVATION, CMB, COLD MILL, ARHM, AC, CURB & GUTTER, ADJUST WATER VALVE & MANHOLES, STORM DRAIN, LOOPS, TRAFFIC CONTROL, PAVEMENT MARKERS, SURVEY MONUMENTS

Agency Name: CITY OF SANTA FE SPRINGS
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

Contact Person: RAFAEL CASILLAS *Telephone:* 562/868-0511

Original Contract Amount: \$668,149 *Final Contract Amount:* \$559,031

Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: LB ANNUAL 2010 /10128849(10071C)

Start and Finish Dates: 01/2011 - 11/2012

Project Description: EMERGENCY REPAIRS

Agency Name: CITY OF LONG BEACH
33 WEST OCEAN BLVD
LONG BEACH, CA 90802

Contact Person: ROBERT SOLIS *Telephone:* 562/570-5176

Original Contract Amount: \$2,000,000 *Final Contract Amount:* \$2,210,831



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

work.

Project Name/Number: RAMPS A&B REHAB /10070C
Start and Finish Dates: 01/2011 – 07/2011
Project Description: AC PAVING, PCC IMPRV., ELECTRICAL, FENCING, WHEEL STOPS, STRIPING/MARKING
Agency Name: BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
 2800 N. CLYBOURN
 BURBANK, CA 95105

Contact Person: SAFA KAMAGAR *Telephone:* 818/565-1305

Original Contract Amount: \$6,595,968 *Final Contract Amount:* \$6,713,133
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: VALLEY BLVD. REHABILITATION PROJECT /10069U
Start and Finish Dates: 01/2011 – 07/2011
Project Description: SURVEY, AC GRIND & OVERLAY, CMB, PCC IMPRV., RCB CULVERT, ADJUST UTILITIES, SIGNS/STRIPING/MARKING, LANDSCAPE & IRRIGATION
Agency Name: CITY OF ALHAMBRA
 111 SOUTH FIRST STREET
 ALHAMBRA, CA 91801

Contact Person: MELISSA RAMOS *Telephone:* 626/282-5833

Original Contract Amount: \$1,851,617 *Final Contract Amount:* \$1,871,827
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: LAKE-ALAMEDA /10128845(10067U)
Start and Finish Dates: 01/2011-12/2011
Project Description: ACCESS PATH CONSTRUCTION
Agency Name: LACDPW
 900 SOUTH FREMOUNT AVE 8TH FLOOR
 ALHAMBRA CA 91802

Contact Person: MARIO RODRIGUEZ *Telephone:* 626/458-5100

Original Contract Amount: \$1,449,940 *Final Contract Amount:* \$1,551,239
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: LAKEWOOD BOULEVARD IMPROVEMENTS – PHASE 3A /10128841(10063U)
Start and Finish Dates: 10/2010 – 11/2011
Project Description: AC PAVING, PCC IMPROVEMENT, CLEAR/GRUBBING, ELECTRICAL, IRRIGATION, MANHOLE ADJUSTING, SIGNING, STRIPING & UNDERGROUND
Agency Name: CITY OF DOWNEY
 11111 BROOKSHIRE AVE., DOWNEY, CA 90241

Contact Person: DESI GUTIERREZ *Telephone:* 562/622-3468

Original Contract Amount: \$3,233,203 *Final Contract Amount:* \$3,547,058
 Change in original contract amount is due to extra work and/or contract change orders adding work.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: MAIN STREET - 2ND STREET TO "H" AVE/10057C
Start and Finish Dates: 04/2011 - 10/2011
Project Description: COLD PLANE, AC, PCC, ADJUST UTILITY MANHOLES, REMOVE CATCH BASIN, CMB, LOOPS, TRAFFIC SIGNAL, STRIPING & MARKING, SWPPP, SURVEY
Agency Name: CITY OF BARSTOW
220 E. MOUNTAIN VIEW ST.
BARSTOW, CA 92311
Contact Person: MARK ROWAN *Telephone:* 760/241-6146
Original Contract Amount: \$1,645,609 *Final Contract Amount:* \$1,869,560
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: RESIDENTIAL STREETS IMPROVEMENTS PROJECT /10128832(10053C)
Start and Finish Dates: 08/2010 - 04/2011
Project Description: SURVEY/MONUMENTS, PCC, CMB, TRUNCATED DOMES, CAPE SESAL, CHIP SEAL, SLURRY SEAL TYPE II, AC, CRACK ROUTING & SEALING, ADJUST MANHOLES & VALVES, ROOT PRUNE, STRIPING & MARKING & SIGNS
Agency Name: CITY OF RANCHO PALOS VERDES
30940 HAWTHORNE BLD.
RANCHO PALOS VERDES, CA 90275-5391
Contact Person: CHUCK STEPHAN *Telephone:* 310/544-5252
Original Contract Amount: \$1,218,105 *Final Contract Amount:* \$1,275,338
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: AVENUE H, MOUNTAIN VIEW, 2ND AVE, COUNTY CLUB /10051C
Start and Finish Dates: 09/2010 - 04/2011
Project Description: AC, UTILITY MANHOLES, CMB, PCC, TRAFFIC SIGNAL, LOOPS, STRIPING & MARKING, SIGNAGE, ADJUST WATER VALVES & GAS VALVES, REPAIR EXISTING SEWER LINE
Agency Name: CITY OF BARSTOW
220 E. MOUNTAIN VIEW ST
BARSTOW, CA 92311
Contact Person: MARK ROWAN *Telephone:* 760/241-6146



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: VARIOUS STREETS, VIRGINIA WAY ETC /10048C
Start and Finish Dates: 02/2011 – 12/2011
Project Description: AC, PCC, CATCH BASIN, UTILITY MANHOLES, LOOPS, STRIPING & MARKING, SIGNAGE
Agency Name: CITY OF BARSTOW
 220 E. MOUNTAIN VIEW ST
 BARSTOW, CA.92311

Contact Person: MARK ROWAN *Telephone:* 760/241-6146

Original Contract Amount: \$1,124,134 *Final Contract Amount:* \$1,365,121

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: MEADOWPASS ROAD IMPROVEMENTS /10047C
Start and Finish Dates: 09/2010 – 03/2011
Project Description: CLEARING & GRUBBING, CAB, AC, PCC, ADJUST VALVE & MANHOLE TO GRADE, STRIPING/MARKING/SIGNS, STREET LIGHTING, RETAINING WALL, MASONRY WALL, PIPE LANDSCAPE & IRRIGATION, LOOP DETECTORS, STROM DRAIN, CATCH BASIN, STRUCTURES, RCP

Agency Name: CITY OF WALNUT
 21201 LA PUENTE ROAD
 WALNUT, CA 91789

Contact Person: JASON WELDAY *Telephone:* 909/595-6095

Original Contract Amount: \$3,445,395 *Final Contract Amount:* \$3,910,596

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: ARMORY ROAD /10046C
Start and Finish Dates: 09/2010 – 01/2011
Project Description: AC EMULSION, ADJUST MANHOLE, SURVEY, STRIPING/MARKING/SIGNS, PCC, LÒOPS
Agency Name: CITY OF BARSTOW
 220 E. MOUNTAIN VIEW ST
 BARSTOW, CA 92311

Contact Person: WILLIAM HENDERSON *Telephone:* 760/255-5157

Original Contract Amount: \$782,765 *Final Contract Amount:* \$786,834

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: ABBOTT ROAD STREET IMPROVEMENTS / 10043U



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Description: AC GRIND & OVERLAY, PCC IMPRV., ADJUST UTILITIES, ELECTRICAL, ROOT PRUNING/TREE TRIMMING/TREE REMOVAL, STRIPING & MARKING, STORM DRAIN STRUCTURES

Agency Name: CITY OF LYNWOOD
11330 BULLIS ROAD
LYNWOOD, CA 90262

Contact Person: PAUL NGUYEN *Telephone:* 310/603-0220

Original Contract Amount: \$1,267,754 *Final Contract Amount:* \$1,601,267

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: DAISY AVENUE /10042C

Start and Finish Dates: 09/2010 - 03/2011

Project Description: PULVERIZE, CLEAR & GRUB, BOLLARDS REMOVAL, REFURBISH BOLLARDS, TREE & STUMP REMOVAL, TREE PRUNE, ADJUST MANHOLES & VALVES, ELECTRICAL, ADJUST SURVEY MONUMENTS, CONCRETE IMPRV., GRANITE, AC, FIREHYDRANT MARKERS, STRIPING & MARKING, LANDSCAPE, UNDERGROUND

Agency Name: CITY OF LONG BEACH
333 WEST OCEAN BLVD
LONG BEACH, CA 90802

Contact Person: ERIC LOWE *Telephone:* 562/570-5176

Original Contract Amount: \$1,312,217 *Final Contract Amount:* \$1,362,408

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: STATE STREET /10037U

Start and Finish Dates: 08/2010 - 03/2011

Project Description: REPAIR OF PCC PAVEMENT AND SW/RAMPS/DW

Agency Name: CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

Contact Person: DANIEL GRUEZO *Telephone:* 323/357-9657

Original Contract Amount: \$1,299,973 *Final Contract Amount:* \$1,546,185

Change in original contract amount is due to extra work and/or contract change orders adding work.

DESIGNATION OF SUBCONTRACTORS

Subcontractors who will perform work or render services to the contractor or who, under subcontract to the contractor, specially fabricate and install a portion of the work or improvement according to the Specifications in an amount in excess of one-half of one percent of the contractor's total bid (or in excess of ten thousand dollars [\$10,000.00] whichever is greater, [to be used in cases of bids involving the construction of streets or highways, including bridges]) shall be listed. Failure of the bidding general contractor to list its subcontractors on this form or one attached to this bid shall be in violation of the law and shall be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111. If a contractor whose bid is accepted later wants to substitute any subcontractor in place of a subcontractor listed in the original bid, any changes shall be subject to City approval and must comply with California Public Contract Code Sections 4107 and 4107.5 and all applicable California Code.

The bidder shall set forth the following information below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under sub-agreement to the contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications.
2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The contractor shall list only one subcontractor for each portion of work.
3. If the contractor fails to specify a subcontractor or if the contractor specifies more than one subcontractor for the same portion of work to be performed under the agreement, he/she agrees that he/she is fully qualified to perform that portion himself or herself, and that he or she shall perform that portion himself or herself.

The contractor may submit an updated **DESIGNATION OF SUBCONTRACTORS** form up to 24 hours after the bid opening containing (1) the estimated amount and (2) the percentage of contract. All other information shall be submitted prior to the bid opening.

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	Contractor's License #	Classification	Estimated \$ Amount	% of Contract
CPE	793907 1000001980	A, C-10	18,400. ✓	5.2
PGI	823802 1000005687	C-32	26,221. ✓	7.4
EBS Utilities	932798 1000004286	A	18,800. ✓	5.3
CAL-Stripe	685387 1000001100	A	23,397. ✓	6.6

DESIGNATION OF SUBCONTRACTORS

Subcontractors who will perform work or render services to the contractor or who, under subcontract to the contractor, specially fabricate and install a portion of the work or improvement according to the Specifications in an amount in excess of one-half of one percent of the contractor's total bid (or in excess of ten thousand dollars [\$10,000.00] whichever is greater, [to be used in cases of bids involving the construction of streets or highways, including bridges]) shall be listed. Failure of the bidding general contractor to list its subcontractors on this form or one attached to this bid shall be in violation of the law and shall be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111. If a contractor whose bid is accepted later wants to substitute any subcontractor in place of a subcontractor listed in the original bid, any changes shall be subject to City approval and must comply with California Public Contract Code Sections 4107 and 4107.5 and all applicable California Code.

The bidder shall set forth the following information below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under sub-agreement to the contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications.
2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The contractor shall list only one subcontractor for each portion of work.
3. If the contractor fails to specify a subcontractor or if the contractor specifies more than one subcontractor for the same portion of work to be performed under the agreement, he/she agrees that he/she is fully qualified to perform that portion himself or herself, and that he or she shall perform that portion himself or herself.

The contractor may submit an updated **DESIGNATION OF SUBCONTRACTORS** form up to 24 hours after the bid opening containing (1) the estimated amount and (2) the percentage of contract. All other information shall be submitted prior to the bid opening.

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	Contractor's License #	Classification	Estimated \$ Amount	% of Contract

DESIGNATION OF SUBCONTRACTORS

Subcontractors who will perform work or render services to the contractor or who, under subcontract to the contractor, specially fabricate and install a portion of the work or improvement according to the Specifications in an amount in excess of one-half of one percent of the contractor's total bid (or in excess of ten thousand dollars [\$10,000.00] whichever is greater, [to be used in cases of bids involving the construction of streets or highways, including bridges]) shall be listed. Failure of the bidding general contractor to list its subcontractors on this form or one attached to this bid shall be in violation of the law and shall be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111. If a contractor whose bid is accepted later wants to substitute any subcontractor in place of a subcontractor listed in the original bid, any changes shall be subject to City approval and must comply with California Public Contract Code Sections 4107 and 4107.5 and all applicable California Code.

The bidder shall set forth the following information below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under sub-agreement to the contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications.
2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The contractor shall list only one subcontractor for each portion of work.
3. If the contractor fails to specify a subcontractor or if the contractor specifies more than one subcontractor for the same portion of work to be performed under the agreement, he/she agrees that he/she is fully qualified to perform that portion himself or herself, and that he or she shall perform that portion himself or herself.

The contractor may submit an updated **DESIGNATION OF SUBCONTRACTORS** form up to 24 hours after the bid opening containing (1) the estimated amount and (2) the percentage of contract. All other information shall be submitted prior to the bid opening.

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	Contractor's License #	Classification	Estimated \$ Amount	% of Contract

Non - collusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)
To the
THE CITY of IRWINDALE

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Sully-Miller Contracting Company
135 S State College Blvd., Ste 400, Brea, CA 92821, as principal (the "Principal"),
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the
"Surety"), are held and firmly bound unto City of Irwindale
5050 N. Irwindale Avenue, Irwindale, CA 91706, as obligee (the "Obligee"), in
the penal sum of Ten Percent of Amount Bid
Dollars (\$ 10%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Resurfacing of Irwindale Avenue from First Street to
Foothill Boulevard Project NO P-916

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain
in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 7th day of July, 2016.

WITNESS / ATTEST

Jae Won
JAE WON, ASSISTANT SECRETARY

Sully-Miller Contracting Company
(Principal)
By: Dennis Gansen (Seal)
Name: DENNIS GANSEN, CI
Title: VICE PRESIDENT

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)
By: Victoria M Campbell
Victoria M. Campbell Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California

County of Orange

On July 11, 2016 before me, J. Daniels, Notary Public, personally appeared

Dennis Gansen

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity, and that by *his* signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature

J. Daniels
Signature of Notary Public
J. Daniels, Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: July 7, 2016 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Dennis Gansen

Corporate Officer: Vice President

Other: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California

County of Orange

On July 11, 2016 before me, J. Daniels, Notary Public, personally appeared

Jae Won

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature

J. Daniels
Signature of Notary Public
J. Daniels, Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: July 7, 2016 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Jae Won

Corporate Officer: Assistant Secretary

Other: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

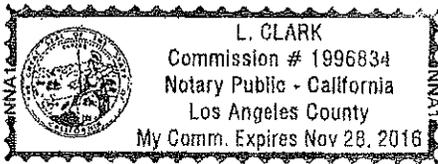
On JUL 07 2016 before me, L. Clark, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Victoria M. Campbell
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *L. Clark*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: JUL 07 2016

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Liberty Mutual Insurance Company

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7190127

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Linde Hotchkiss, Victoria M. Campbell

all of the city of Irvine, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations; in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November 2015



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of November 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of July 2016



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-877-827-8240 between 9:00 am and 4:30 pm EST on any business day.



Successor Agency Agenda

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

Item 1A1
July 27, 2016

JUNE 22, 2016
WEDNESDAY
8:02 P.M.

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda

Also present: John Davidson, City Manager; Fred Galante, City Attorney; Anthony Miranda, Police Chief; Eva Carreon, Director of Finance; William Tam, Director of Public Works / City Engineer; Gus Romo, Director of Community Development; Mary Hull, Human Resources Manager, and Laura Nieto, Deputy City Clerk

SPONTANEOUS COMMUNICATIONS

ART TAPIA

Responding to a question by Art Tapia, City Attorney Galante advised that any Councilmember may request that an item be placed on the agenda for discussion and still abstain from voting on the matter.

CITY MANAGER
DAVIDSON

City Manager Davidson added that, whenever a Councilmember abstains from voting on an item, it goes with the majority vote.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A1
MINUTES

MINUTES

The following minutes were approved as presented:

1) Special meeting held May 17, 2016

ITEM NO. 1B
WARRANTS

WARRANTS

The warrants were approved.

ITEM NO. 1C
INVESTMENT POLICY
REVIEW AND
DELEGATION OF
INVESTMENT
AUTHORITY

INVESTMENT POLICY REVIEW AND DELEGATION OF
INVESTMENT AUTHORITY

RESOLUTION NO.
SA 2016-31-2844
ADOPTED

Resolution No. SA 2016-31-2844, entitled:

“A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD RATIFYING THE CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY,” was adopted.

ITEM NO. 1D
AMENDMENT TO THE
LONG-RANGE
PROPERTY
MANAGEMENT PLAN
TO TRANSFER SITE
NO. 2 (PARKING
FACILITIES) FROM THE
SUCCESSOR AGENCY
TO THE CITY FOR
GOVERNMENTAL
PURPOSES

AMENDMENT TO THE LONG-RANGE PROPERTY
MANAGEMENT PLAN TO TRANSFER SITE NO. 2 (PARKING
FACILITIES) FROM THE SUCCESSOR AGENCY TO THE CITY
FOR GOVERNMENTAL PURPOSES

RESOLUTION NO.
SA 2016-35-2849
ADOPTED

Resolution No. SA 2016-35-2849, entitled:

“A RESOLUTION OF THE SUCCESSOR AGENCY OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AN AMENDMENT TO THE LONG-RANGE PROPERTY MANAGEMENT PLAN PREPARED PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34191.5 AND SENATE BILL 107”, was adopted.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:05 p.m.

Laura M. Nieto, CMC
Deputy City Clerk

AGENDA REPORT

Date: July 27, 2016

To: Honorable Chair and Members of the Successor Agency

From: John Davidson, Executive Director

Issue: FY 2016/2017 General Redevelopment Dissolution Advisory Services Agreement Between the City of Irwindale Successor Agency and RSG, Inc.

City Manager's Recommendation:

That the Successor Agency approve: "AN ADVISORY SERVICES AGREEMENT BETWEEN THE CITY OF IRWINDALE SUCCESSOR AGENCY AND RSG, INC. TO CONTINUE SERVING AS THE REDEVELOPMENT DISSOLUTION SERVICES CONSULTANT."

Background:

Pursuant to the dissolution of redevelopment agencies per Assembly Bill ("AB") ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), and subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012) (altogether, "Dissolution Act"), the City of Irwindale ("City") adopted Resolution No. 2012-08-2547 on January 11, 2012, electing to serve as Successor Agency to the former Irwindale Community Redevelopment Agency ("Redevelopment Agency") during the wind-down of the Redevelopment Agency's activities.

The City has been contracting with RSG since that time to assist the Finance Director and/or Community Development Director in administering the dissolution of the former Irwindale Community Redevelopment Agency, including preparation of the Long-Range Property Management Plan (LRPMP), scheduling and coordinating meetings of the Oversight Board, and preparation and review of the Recognized Obligation Payment Schedule (ROPS).

On November 12, 2014, the Successor Agency approved an advisory and broker services agreement with RSG to assist in the marketing and sale of several former redevelopment sites after having received approval for disposition of these properties by the State Department of Finance (DOF) on August 8, 2014. The agreement included General Redevelopment Dissolution Advisory Services, Real Estate Advisory Services, and Real Estate Broker Services.

On June 24, 2015, the Successor Agency approved a first amendment to the aforementioned broker agreement and deleted the redevelopment dissolution advisory services at the recommendation of staff. This was proposed to facilitate the tracking of the dissolution services costs by the Finance Department with the idea that a separate agreement would be brought at a later date for approval. The agreement was then

presented and approved by the Successor Agency on July 22, 2015, with a term ending on June 30, 2016.

Discussion:

A total of \$30,000 for advisory RDA dissolution services was approved with the 2015-2016 fiscal year to continue said services. However, the actual RSG contract was not extended and ended on June 30, 2016. Staff recommends that the Successor Agency continue using the services of RSG, and approve this agreement for dissolution services for FY 2016-17. This budget will apply to any additional work that is outside the scope of the real estate advisory and broker services agreement for the LRPMP sites that are not a part of this agreement. This agreement is intended strictly for advisory services pertaining to the ROPS process, scheduling and coordination of meetings with the Oversight Board, and any other services that may arise as a result of the dissolution process, including the possible restructuring of Oversight Boards into more regional bodies.

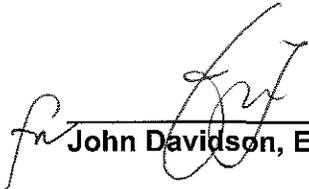
Fiscal Impact:

The costs associated with the dissolution advisory services are not an obligation of the City General Fund. The \$30,000 budget is entirely paid from the existing Successor Agency administrative allowance as budgeted in the FY 2016-17 ROPS.

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Contact Person: Gus Romo, Community Development Director
626-430-2206
gromo@ci.irwindale.ca.us



John Davidson, Executive Director

Attachments:

1. FY2016/2017 General Redevelopment Dissolution Advisory Services between the City of Irwindale Successor Agency and RSG, Inc.

**AGREEMENT FOR
REDEVELOPMENT DISSOLUTION ADVISORY SERVICES
BETWEEN SUCCESSOR AGENCY TO IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY AND RSG, INC.**

The Redevelopment Dissolution Services Agreement ("Agreement") is made and entered into on this 27th day of July, 2016 between the City of Irwindale Successor Agency to the dissolved Irwindale Community Redevelopment Agency and RSG, Inc. ("Contractor") in order to facilitate and complete the redevelopment dissolution process.

Agency and Contractor, for the mutual purpose and consideration, agree to herein as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor will provide the Agency ongoing redevelopment dissolution advisory services , including, but not limited to the following:

1.1.1 General Services.

Services to assist the Finance Director and/or Community Development Director administer the dissolution of the former Irwindale Community Redevelopment Agency, including scheduling and coordinating meetings of the Oversight Board, preparation and review of ROPS and other requisite documents for the collection of RPTTF disbursements, and responding to inquiries pertaining to non-real estate matters from the Department of Finance, State Controller's Office, County Auditor Controller, the Oversight Board, the Agency and other agencies as may be necessary.

1.1.2 Meetings.

RSG staff members will attend meetings with Agency staff as may be requested to present our findings and recommendations.

1.2 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Agency and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.3 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Agency against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against Agency hereunder.

1.4 Familiarity with Work.

By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the Agency of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.5 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by Agency, except such losses or damages as may be caused by Agency's own negligence.

1.6 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.7 Additional Services.

Agency shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the

Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$30,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the Agency Council/Agency Board. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation thereof.

2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the terms set forth herein, but not exceeding the following maximum contract amount (collectively, the "Contract Sum") of **\$30,000**.

2.2 Compensation for Dissolution Advisory Services.

Contractor shall charge for advisory services on a time-and-materials basis based on the following fee schedule. Invoices would be issued each month, inclusive of any reimburseable expenses charged back to the Agency.

Contractor's billing rates and policies are set forth below:

<u>Title</u>	<u>Rate</u>
Principal	\$210
Director	\$210
Senior Associate	\$165
Associate	\$150
Senior Analyst	\$125
Analyst	\$115
Research Assistant	\$100

Contractor shall not charge for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage or incidental copies. However, Contractor may charge for messenger services, overnight shipping/express mail costs and teleconferencing services, as well as copies

of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

Contractor issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended and the hourly rate.

2.3 Method of Payments.

Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the Agency in the form approved by the Agency's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, Agency shall pay Contractor for all expenses stated thereon which are approved by Agency pursuant to this Agreement no later than the last working day of the month.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services in a timely basis and in accordance with applicable dissolution timelines.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the Agency for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding June 30, 2017, except as otherwise provided in the Schedule of Performance.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor.

The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Jim Simon, Principal
RSG, Inc.
309 West 4th Street
Santa Ana, CA 92701-4502

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of Agency.

4.2 Contract Officer.

The Contract Officer shall be such person as may be designated by the Agency Executive Director. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by Agency to the Contract Officer. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the Agency required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%)

01005.0001/226923.1

of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

4.4 Independent Contractor.

Neither the Agency nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Agency shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of Agency and shall remain at all times as to Agency a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Agency. Agency shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

5.0 **INSURANCE AND INDEMNIFICATION**

5.1 Insurance.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Agency, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis. If the Contract Sum is \$25,000.00 or less, the policy of insurance shall be written in an amount not less than either (i) a combined single limit of \$500,000.00 or (ii) bodily injury limits of \$250,000.00 per person, \$500,000.00 per occurrence and \$500,000.00 products and completed operations and property damage limits of \$100,000.00 per occurrence and \$100,000.00 in the aggregate. If the Contract Sum is greater than \$25,000.00 but less than or equal to \$100,000.00, the policy of insurance shall be in an amount not less than either (i) a combined single limit of \$1,000,000.00 for bodily injury, death and property damage or (ii) bodily injury limits of \$500,000.00 per person, \$1,000,000.00 per occurrence and \$1,000,000.00 products and completed operations and property damage limits of \$500,000.00 per occurrence and \$500,000.00 in the aggregate. If the Contract Sum is greater than \$100,000.00, the policy of insurance shall be in an amount not less than \$5,000,000.00 combined single limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the

Contractor and the Agency against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$100,000.00 per occurrence and \$250,000.00 in the aggregate or (ii) combined single limit liability of \$500,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Additional Insurance. Policies of such other insurance, including professional liability insurance, as may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance and shall name the Agency, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the Agency, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to the Agency. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the Agency with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Agency.

All certificates shall name the Agency as additional insured (providing the appropriate endorsement) and shall not be cancelled without providing at least 30 days advance written notice to the Agency. The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

Contractor agrees to indemnify the Agency, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the Agency, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the Agency, its officers, agents or employees, who are directly responsible to the Agency, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the Agency, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the Agency, its officers, agents, and employees harmless therefrom;

(c) In the event the Agency, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the Agency, its officers, agents or employees, any and all costs and expenses incurred by the Agency, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

5.3 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Agency due to unique circumstances. In the event the Risk Manager of Agency ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Agency, the Contractor agrees that the minimum limits of the insurance policies required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the Agency Council of Agency within 10 days of receipt of notice from the Risk Manager.

6.0 RECORDS AND REPORTS

6.1 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the Agency is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records.

Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Agency, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Agency shall have access to such records in the event any audit is required.

6.3 Ownership of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Agency and shall be delivered to Agency upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by Agency of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the Agency's sole risk and without liability to Contractor, and the Agency shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to Agency of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify Agency for all damages resulting therefrom.

6.4 Release of Documents.

The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law.

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes.

In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit Agency's/Agency's or the Contractor's right to terminate this Agreement without cause pursuant to Section 7.8.

7.3 Retention of Funds.

Contractor hereby authorizes Agency to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Agency for any losses, costs, liabilities, or damages suffered by Agency, and (ii) all amounts for which Agency may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Agency may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Agency to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect Agency as elsewhere provided herein.

7.4 Waiver.

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The Agency reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of

termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Agency may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Agency shall use reasonable efforts to mitigate such damages), and Agency may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the Agency as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

No officer or employee of the Agency shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Agency, to the Agency Executive Director and to the attention of the Contract Officer, CITY OF IRWINDALE, 5050 N. Irwindale Ave., Irwindale, CA 91706, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless

the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

AGENCY:

SUCCESSOR AGENCY TO
IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY

John Davidson
Agency Executive Director

ATTEST:

Laura Nieto, Assistant Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, Agency Counsel

CONTRACTOR:

RSG, INC.

By: _____

Name: Jim Simon

Title: President

Address: 309 West 4th Street
Santa Ana, CA 92701

[END OF SIGNATURES]

AGENDA REPORT

Date: July 27, 2016

To: Honorable Chair and Members of the Successor Agency

From: John Davidson, Executive Director

Issue: Second Amendment to Broker Services Agreement Between the City of Irwindale Successor Agency and RSG, Inc. for Proposed Purchase and Sale Transactions by the City of Irwindale Successor Agency

City Manager's Recommendation:

That the Successor Agency approve: "SECOND AMENDMENT TO REAL ESTATE ADVISORY AND BROKER SERVICES AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY AND RSG, INC. (CALBRE CORPORATE LICENSE NO. 01930929) TO SERVE AS THE EXCLUSIVE AGENT FOR THE SALE OF REAL ESTATE AND PROVIDE OTHER REAL ESTATE ADVISORY SERVICES."

Background:

On November 12, 2014, the Successor Agency to the Irwindale Community Redevelopment Agency approved an advisory and broker services agreement with RSG, Inc. to assist in the marketing and sale of several former redevelopment sites approved for disposition by the State Department of Finance (DOF) on August 8, 2014. The Agreement provided the Successor Agency various services to facilitate the sale of former redevelopment properties. The Agreement also provided ongoing redevelopment dissolution services but was modified on June 24, 2015 to remove dissolution services and bring them back under a separate agreement, which was approved on July 22, 2015. Along with the June 24th First Amendment, the Successor Agency increased the budget for the broker services in an effort to complete the marketing and sale of the Long-Range Property Management Plan (LRPMP) properties.

Discussion:

This Second Amendment extends the term of RSG's agreement from June 30, 2016 to June 30, 2017 and increases the budget for non-broker advisory services (i.e., properties that do not carry a commission) by \$20,000. Under the expired agreement, five (5) properties were listed by the broker and three (3) properties were being sold by the Successor Agency staff directly, with advisory services only from RSG. The tables on the following page identify the status of the five (5) properties brokered by RSG and the three (3) properties with advisory services only:

Table 1. Five (5) Properties Listed Under Broker Services Agreement

Property	Address	Notes	STATUS
Property No. 3	15768 Arrow Hwy	a.k.a. – Shannon Caskets	Pending PSA for medical clinic and commercial pad
Property # 5	16331 Arrow Hwy	a.k.a. – Jeffries Tires	SOLD
Property # 7	4954 Azusa Canyon Rd	APN: 8417-026-900	SOLD
Property # 8	5257 Vincent Ave	Current AMR Lease	SOLD
Property # 11	242 Live Oak	Former United Site Service lease	In escrow; CEQA and Land Use Entitlements in process

Table 2. Three (3) Properties to Be Sold by Staff, With RSG Advisory Services

Property	Address	Notes	
Property # 6	4224 Alderson Ave & 14910 Los Angeles	a.k.a. – CalMat/AMVETS	CEQA and Land Use Entitlements; escrow to close by Mid August 2016
Property # 12	NWC Azusa Cyn Rd & Los Angeles St (no address)	a.k.a. – Powers Lumber (vacant land adjacent to Dalton Wash & Olive Pit)	For Sale – City awaiting valuation for potential offer to purchase
Property # 13	2511 Buena Vista St	Vacant land	For Sale – size and soil issues

Scope of Services

The current scope of services in the Agreement involves the following services:

1. Real Estate Advisory Services
2. Real Estate Broker Services

The following changes are proposed:

Real Estate Advisory Services:

Tasks in this category include, but are not limited to, preparation of property valuation analyses and marketing outreach materials for properties outside of the five (5) identified properties to be sold by RSG. A total of \$150,000 was originally budgeted for these services with up to \$100,000 of the cost for these services agreed to be offset on a prorated basis with broker commissions earned from the sale of the five (5) identified properties. The First Amendment approved on June 24, 2016 increased the budget by \$50,000 to \$200,000 to cover the end of FY 2014-2015 and all of FY 2015-2016. In addition, the “not-to-exceed” \$100,000 offset was increased by \$50,000 to \$150,000 to allow for additional credit. Staff is now recommending an additional \$20,000 increase to the total \$200,000 budget to \$220,000; the offset amount would remain \$150,000.

Real Estate Broker Services:

Separate from the advisory services, these tasks include preparation of marketing strategy and materials as well as outreach and disposition negotiations specifically for the five (5) identified properties brokered by RSG, for which a commission will be earned. The sale of the five (5) properties under this category result in a 2.5% commission to the broker, which will be reduced by the offset amount established by the real estate advisory services. As such, advisory services paid upfront up to \$150,000 will be deducted from the total commission.

Further, under this amendment, the Contractor will continue the provision to credit back to the Agency fifty percent (50%) of any work billed for properties that are not in escrow by the term date identified in Section 3.4 of the Agreement, which is proposed to be extended to June 30, 2017.

All other stipulations of the Agreement are proposed to remain unchanged.

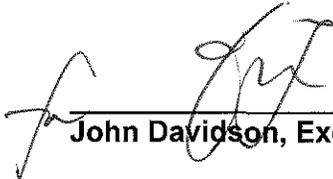
Fiscal Impact:

As with the original agreement, approximately 10% of the sales proceeds of all PMP properties will accrue to the City General Fund. The remainder will go the State and other affected taxing agencies based on the share of the property tax levy in the redevelopment project area. The General Fund's share from the proceeds of the three sold properties (i.e., Properties #5, 7 & 8 in Table 1) is estimated to be \$434,000. RSG's estimates for the remaining five (5) properties could be in the range of \$980,000 to \$1 million, net of sales costs. As stated earlier, the costs associated with real estate advisory and broker services will be deducted from the purchase of each transaction and are not an obligation of the City General Fund.

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Contact Person: Gus Romo, Community Development Director
626-430-2206
gromo@ci.irwindale.ca.us



John Davidson, Executive Director

Attachments:

1. Second Amendment to Advisory and Broker Services Agreement between the City of Irwindale Successor Agency and RSG, Inc.

**SECOND AMENDMENT TO
REAL ESTATE ADVISORY AND BROKER SERVICES AGREEMENT
BETWEEN THE SUCCESSOR AGENCY TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY AND RSG, INC.
(CALBRE CORPORATE LICENSE NO. 01930929)**

This Second Amendment to the November 14, 2014 Agreement ("Amendment") and June 24, 2015 First Amendment is made and entered into on this 27th day of July, 2016 between the City of Irwindale Successor Agency to the dissolved Irwindale Community Redevelopment Agency, or any assignee of its right, title, and interest in the Property (collectively, "Agency" or "Seller"), and RSG, Inc. ("Contractor") (CalBRE Corporate License No. 01930929), or any assignee of its rights hereunder (collectively "Broker").

RECITALS

A. Pursuant to Assembly Bill x1 26 and Assembly Bill 1484 (together, the "Dissolution Act"), the Successor Agency to the Irwindale Community Redevelopment Agency ("Successor Agency") prepared and submitted a Long-Range Property Management Plan (LRPMP) to the State Department of Finance (DOF) delineating the Successor Agency's proposed disposition of 25 properties transferred from the former Irwindale Community Redevelopment Agency to the Successor Agency following the February 1, 2012 dissolution of California redevelopment agencies.

B. Under the Dissolution Act, the Successor Agency has the option of: 1) selling the properties, 2) allowing the City to retain properties for economic development, or 3) transferring properties to the City as a governmental asset. The Successor Agency's LRPMP stipulates that 18 of the 25 properties will be sold, with the remaining 7 transferred to the City as governmental assets. After extensive review, the DOF issued its approval of the LRPMP on August 8, 2014.

C. On November 12, 2014, Successor Agency and Contractor entered into that certain Agreement for Consulting Services ("Agreement") to market and sell the subject properties.

D. On May 14, 2014, the Contractor acknowledged that additional budget is necessary to complete the subject transactions largely due to unanticipated work to obtain information and vet issues necessary to sell certain properties.

E. On June 24, 2015, the term of the Agreement was extended until June 24, 2016 as a First Amendment to the Agreement.

F. By this Second Amendment, the parties wish to revise the June 24, 2015 First Amendment by extending the term to June 30, 2017, and increase the remaining budget for non-broker advisory services by \$20,000.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

Section 1. Section 1.1.1 of the Agreement, entitled "General Redevelopment Dissolution Advisory Services" shall be amended to read as follows:

"1.1.1 General Redevelopment Dissolution Advisory Services.

These tasks are NOT a part of this Agreement. A separate agreement will be established for these services to assist the Finance Director and/or Community Development Director with the administration of the dissolution of the former Irwindale Community Redevelopment Agency."

Section 2. Section 1.1.2 of the Agreement, entitled "Real Estate Advisory Services" and Subsection 1.1.2.1, entitled "Evaluation of Land Use Program(s) Sought on Subject Properties," shall be amended to read as follows, with all other Subsection under 1.1.2 remaining unmodified and in full force and effect:

"1.1.2 Real Estate Advisory Services.

The scope of real estate advisory services involves the preparation of property valuation analyses, assembling of appropriate due-diligence and marketing outreach materials. In addition, the engagement calls for property disposition services to include marketing the sale of the property, evaluation of purchase offer terms and conditions, and negotiations with prospective buyers, all of which to be performed in coordination with the City Attorney, City Finance, the City Clerk/Agency Secretary, the Oversight Board, the Department of Finance and escrow officers.

A total of \$200,000 was budgeted for these services, which represents an increase of \$50,000 provided as part of the First Amendment approved on June 24, 2015 from the original \$150,000 budgeted.

Up to \$150,000 of the cost for these services may be offset with broker commissions earned from the sale of properties listed on **Attachment "1"** under the broker services component of this Scope of Services. The \$150,000 is meant to offset hourly costs that exceed the broker commissions earned from the sale of properties listed on **Attachment "1"**.

The increase of \$20,000 will not be considered part of the \$150,000 offset of commissions earned.

Section 3 Section 2.0 of the Agreement, entitled "COMPENSATION," and all subsections thereunder shall be amended to read as follows:

"2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the terms set forth herein, but not exceeding the following maximum contract amount (collectively, the "Contract Sum"):

Real Estate Advisory Services:	\$220,000
Real Estate Broker Services:	2.5% of Sale Price

2.2 Compensation for Dissolution and Real Estate Advisory Services.

Contractor shall charge for advisory services on a time-and-materials basis based on the following fee schedule. Invoices would be issued each month, inclusive of any reimbursable expenses charged back to the Agency.

Contractor's billing rates and policies are set forth below:

<u>Title</u>	<u>Rate</u>
Principal	\$210
Director	\$210
Senior Associate	\$165
Associate	\$150
Senior Analyst	\$125
Analyst	\$115
Research Assistant	\$100

Contractor shall not charge for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage or incidental copies. However, Contractor may charge for messenger services, overnight shipping/express mail costs and teleconferencing services, as well as copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

Contractor issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended and the hourly rate.

Real Estate Advisory Services provided to the Agency as of the date of this agreement would be credited back from Broker commissions earned from sales of Agency property.

2.3 Compensation for Broker Services.

If a Purchase and Sale Agreement or similar document transferring title from the Agency to a third party (the "Purchase Agreement") for the Property is executed and recorded between Agency and Buyer, Broker shall be entitled to a real estate broker fee/commission equal to 2.5% of the Purchase Price. Agency acknowledges and agrees that the time period identified above shall be extended for any option to purchase or lease option time period agreed by and between Agency and the Buyer. The fee/commission shall be due and payable to Broker through escrow on the date such grant deed is recorded in the Official Records. Broker expressly acknowledges and agrees that such fee/commission shall not be earned, due, or payable UNLESS AND UNTIL the grant deed or other property conveyance agreement for the Property is recorded in the Official Records in favor of the Buyer (the "Sale Date").

All real estate broker Property Sale commission amounts shall be paid to Broker by Seller through escrow pursuant to the terms of the proposed Purchase Agreement. Commissions on any properties listed on Attachment "1" shall be offset, dollar for dollar, by the fees paid to Contractor/Broker for real estate advisory services billed to Agency on such property, not to exceed \$150,000.

Should the brokerage commission for the sale of any of the properties listed on Attachment "1" be insufficient to offset the amounts billed to Agency for real estate advisory services on the same properties, Broker shall not receive further compensation for

its brokerage services for such transaction and, at Agency's option, shall either (i) credit the amount that exceeds the brokerage commission on the following Property Sale or (ii) provide services to the Agency beyond those required under this Agreement of value equal to the amount exceeding the brokerage commission, or (iii) provide a credit in a manner approved by the Agency's Finance Director."

Section 4 Section 3.4 of the Agreement, entitled "Term," shall be amended to read as follows:

"3.4 Term.

Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding June 30, 2017, except as otherwise provided in the Schedule of Performance."

SECTION 5. The parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

AGENCY:

SUCCESSOR AGENCY TO
IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY

John Davidson
Agency Executive Director

ATTEST:

Laura Nieto, Assistant Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, Agency Counsel

CONTRACTOR:

RSG, INC.

By: _____
Name: Jim Simon
Title: President

Address: 309 West 4th Street
Santa Ana, CA 92701

[END OF SIGNATURES]

HOUSING AGENDA
ITEM 1A1

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

JUL 27 2016

JUNE 22, 2016
WEDNESDAY
5:33 P.M.

The Irwindale HOUSING AUTHORITY met in regular session at the above time and place.

ROLL CALL:

Present: Authority Members Larry G. Burrola, Manuel R. Garcia (arrived at 5:34 p.m.), H. Manuel Ortiz; Vice Chair Albert F. Ambriz; Chair Mark A. Breceda

Also present: John Davidson, Executive Director; Fred Galante, Authority Attorney; Eva Carreon, Finance Director; Anthony Miranda, Chief of Police; William Tam, Director of Public Works / City Engineer; Gus Romo, Director of Community Development; Mary Hull, Human Resources Manager; and Laura Nieto, Assistant Authority Secretary

**RECESS TO
CLOSED SESSION**

At 5:35 p.m., the Housing Authority recessed to Closed Session to discuss the following:

Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (D) of Section 54956.9

Number of Cases: One

ACTION: Discussion held, direction provided; no further reportable action taken

**RECONVENE IN
OPEN SESSION**

At 8:05 p.m., the Housing Authority convened in Open Session.

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Authority Member Burrola, seconded by Authority Member Ortiz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

**ITEM NO. 1A
MINUTES**

MINUTES

The following minutes were approved:

- 1) Special meeting held May 17, 2016.

ITEM NO. 1B
INVESTMENT POLICY
REVIEW AND
DELEGATION OF
INVESTMENT
AUTHORITY

INVESTMENT POLICY REVIEW AND DELEGATION OF
INVESTMENT AUTHORITY (Joint Item with City Council, Successor
Agency, and Reclamation Authority)

RESOLUTION NO.
HA 2016-05-058
ADOPTED

Resolution No. HA 2016-05-058, entitled:

“A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD RATIFYING THE CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY,” was adopted.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:06 p.m.

Laura M. Nieto, CMC
Assistant Authority Secretary