CITY OF
SIERRA
MADRE

CITY COUNCIL
REGULAR MEETING
AGENDA

Mayor Kristine Lowe | Mayor Pro Tem Gene Goss
Council Member Edward Garcia | Council Member Kelly Kriebs | Council Member Robert Parkhurst

Tuesday, April 14, 2026, 5:30 PM

City Council Chambers, 232 W. Sierra Madre Blvd.

AMERICANS WITH DISABILITIES ACT

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk at (626) 355-7135. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

PUBLIC COMMENT & ACCESS

The Brown Act provides the public with an opportunity to make public comments at any public meeting. As an alternative, public comment may be submitted by e-mail to publiccomment@sierramadreca.gov by 3:00PM on the day of the meeting. Emails will be acknowledged at the City Council meeting, filed into public record, and scanned onto the City website for public review.

A copy of the posted agenda and a live video stream of the meeting can be found on the City's website at sierramadreca.gov , on Foothills Media website at foothillsmedia.org/sierramadre, and broadcast on Government Access Channel 3 (Spectrum).

If you require special assistance to participate in this meeting, please contact the City Clerk's Office at (626) 355-7135 at least 48 hours prior to the meeting.

CODE OF CONDUCT

The purpose of a City Council meeting is to conduct City business. Members of the public that behave in a manner that interrupts or obstructs the City Council's ability to conduct City business may be asked to leave the meeting. Any and all demonstrations which disrupt, interrupt, or obstruct the City Council's ability to conduct City business are prohibited. No signs, posters, or other large objects shall be brought into the Council Chambers or other meeting place if doing so would disrupt, disturb, or otherwise impede the orderly course of the meeting.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE AND INSPIRATION

3. ROLL CALL OF CITY COUNCIL MEMBERS

Kristine Lowe, Mayor
Gene Goss, Mayor Pro Tem
Edward Garcia, Council Member
Kelly Kriebs, Council Member
Robert Parkhurst, Council Member

4. REPORT FROM CITY ATTORNEY REGARDING CLOSED SESSION

A. Public Employee Discipline/Dismissal/Release
Pursuant to Government Code 54957

B. Public Employee Discipline/Dismissal/Release
Pursuant to Government Code 54957

C. Conference with Labor Negotiator
Pursuant to Government Code 54957.6
Name of City Negotiator: City Manager
Unrepresented Employee: City Attorney

5. SUPPLEMENTAL INFORMATION FROM CITY CLERK REGARDING AGENDA ITEMS

6. REPORTS FROM MAYOR AND CITY COUNCIL (including reports from City Council related to meetings attended at City expense per AB 1234)

7. REPORTS FROM CITY STAFF

8. PRESENTATIONS

A. Proclamation in Recognition of National Donate Life Month

B. Proclamation in Recognition of National Library Week

C. Presentation from the Clean Power Alliance on the Power Ready Project

9. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

Any person wishing to speak before the City Council is asked to complete a Speaker Card and provide it to the City Clerk prior to the start of the meeting. Speakers are generally limited to three (3) minutes per person and time may not be delegated; any changes to the allotted time will be announced prior to the Public Comment period. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda. Persons with a disability who require a disability related modification or accommodation in order to participate in the meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk.

Addressing the City Council from the audience is not permitted; all comments addressing the Council must be made from the podium. Only public comment made from the podium will be recognized by the City Council and entered into public record.

10. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless a member of the City Council requests that a specific item be removed from the Consent Calendar for separate discussion and action.

A. **City Council Meeting Minutes from March 24, 2026**
Recommended Action: Approve

B. **Resolution No. 26-28 Approval of Warrants for Payment**
Recommended Action: Approve

C. **Letter of Support Assembly Bill 2215 (Calderon) – Urban Water Management Planning**
Recommended Action: Approve

D. **Memorandum of Understanding with the Sierra Madre Historical Preservation Society**
Recommended Action: Approve

E. **Second Reading of Ordinance No. 1492 Regulating Bingo**
Recommended Action: Approve

F. **Ratification of Administrative Increase to Purchase Order No. 26-00174 with Transtech Engineers, Inc. for Interim Public Works Project Management**
Recommended Action: Approve

G. **Resolution No. 26-27 Adopting the Equipment Rental Rate Provisions of the Caltrans Labor Surcharge and Equipment Rental Rates Manual for Public Works Cost Recovery**
Recommended Action: Approve

H. **Resolution No. 26-30 Approving a Supplemental Budget Appropriation from the Water Fund Reserve and Award of Construction Contract to General Pump Company, Inc. for the Well No. 4 Rehabilitation Project (Spec. No. W425/26) in an Amount Not to Exceed $1,161,374.50**
Recommended Action: Approve

11. DISCUSSION ITEMS

A. **Authorization to Initiate a Pilot Program with Uber Transit for Local Transportation Rideshare Services**
Recommended Action: Approve

B. **Report, Discussion, and Direction Regarding Citywide Special Events Policy**
Recommended Action: Provide Direction

C. **Ordinance No. 1491 Amending Chapters 10.04 (DEFINITIONS), 10.08 (TRAFFIC REGULATIONS), and 10.12 (ADMINISTRATION AND ENFORCEMENT) of Title 10 (VEHICLES AND TRAFFIC) and amending Section 12.24.040 (TRAFFIC REGULATIONS) of Chapter 12.24 (PUBLIC PARKS AND RECREATION CENTERS) of Title 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) of the Sierra Madre Municipal Code– to Define and Regulate Electric Mobility Devices**
Recommended Action: Approve

D. **Resolution No. 26-29 Rescinding Resolution No. 26-16 and Provide Direction on Funding the Downtown Parking Study**
Recommended Action: Approve

12. ITEMS FOR FUTURE AGENDAS

13. ADJOURNMENT

The City Council will adjourn to its next regular meeting on April 28, 2026.

Date Posted: April 9, 2026

CITY OF
SIERRA MADRE

CITY COUNCIL
REGULAR MEETING MINUTES

Mayor Kristine Lowe | Mayor Pro Tem Gene Goss
Council Member Edward Garcia | Council Member Kelly Kriebs | Council Member Robert Parkhurst

Tuesday, March 24, 2026, 5:30 P.M.

City Council Chambers, 232 W. Sierra Madre Blvd.

AMERICANS WITH DISABILITIES ACT

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1. CALL TO ORDER

Mayor Lowe called the meeting to order at 5:32 pm.

2. ROLL CALL OF CITY COUNCIL MEMBERS

City Clerk Aguilar called the roll:

Kristine Lowe, Mayor
Gene Goss, Mayor Pro Tem
Edward Garcia, Council Member
Kelly Kriebs, Council Member
Robert Parkhurst, Council Member

Also Present: Michael Bruckner, City Manager
Aleks Giragosian, City Attorney
Laura Aguilar, City Clerk
Leila Regan, Director of Library and Community Services
Brian Dickinson, Director of Public Works
Clare Lin, Director of Planning and Community Preservation
Gustavo Barrientos, Police Chief
Sophia Conchas, Administrative Analyst

3. PLEDGE OF ALLEGIANCE AND INSPIRATION

Mayor Lowe led the audience in the Pledge of Allegiance. Announced that March 24 is National Achiever's Day and shared some of the achievements of the City Council Members, as well as the Employee of the Year, Fire Captain Karen Bustillos.

4. REPORT FROM CITY ATTORNEY REGARDING CLOSED SESSION

City Attorney Giragosian reported that the City Council met in Closed Session to discuss the following three items:

A. Conference with Legal Counsel; Initiation of Litigation (Gov. Code Sec. 54956.9(d)(4))
Number of Potential Cases: 1

No reportable action was taken. Council Member Kriebs recused.

B. Conference with Legal Counsel; Existing Litigation (Gov. Code Sec. 54956.9 (d)(1))
The City Council finds, based on the advice from the City Attorney, that discussion in open session will prejudice the position of the City in litigation.

Name of Case: Jeremy Gursey v. Southern California Edison Company, et al (Eaton Fire Litigation)

Name of Parties: City of Sierra Madre & Southern California Edison Company Lead Case No.: LACSC 25STCV00731

No reportable action was taken. Council Member Kriebs recused.

C. Liability Claim (Gov. Code Sec. 54956.95)
Claimant: Joachim and Christine Kederian
Claim Against: City of Sierra Madre

The City Council voted unanimously to deny the claim.

5. SUPPLEMENTAL INFORMATION FROM CITY CLERK REGARDING AGENDA ITEMS

City Clerk Aguilar announced revisions to the following:

- The Posted Agenda did not indicate the name of the City Council Member that would lead us in today's meeting. Mayor Lowe was next in the rotation.
- The posted agenda did not note the adjournment date for the next City Council meeting. At the conclusion of this meeting, the City Council will adjourn to a meeting at this location on April 14, 2026.
- The agenda lists Public Hearing. There is no public hearing this evening.
- Lastly, Consent Item 11C: Professional Services Agreement with Rogers, Anderson, Malody & Scott, LLP to Exercise a Two-Year Optional Renewal and Extend the Term through June 30, 2027 in the Amount of $164,800; the draft agreement did not include a provision for auditing Measure W Funds. Measure W is the Safe Clean Water Program through Los Angeles County, funded by a parcel tax of 2.5 cents per square foot of impermeable area. Staff anticipates that this additional audit service will add an additional $12,000 to the contract. Staff are recommending approval with an additional $12,000 to cover the cost of the Measure W audit. Finance Director Wong is available for further information if the City Council has questions.

6. REPORTS FROM MAYOR AND CITY COUNCIL (including reports from City Council related to meetings attended at City expense per AB 1234)

Council Member Garcia:

Reported that on March 19 he watched the San Gabriel Valley Council of Governments meeting. A majority of the meeting was spent on discussing Senate Bill 79 that has to deal with re-zoning cities, especially around transit hubs.

Council Member Kriebs:

Reported that she attended the meeting of the Library Board of Trustees meeting. The Library Foundation exceeded their fundraising goal but announced that they are still accepting donations. She completed AB1234 Ethics Training. Asked the record to

reflect that she recused herself from two Closed Session items for potential conflict of interest.

Council Member Parkhurst:

Announced that on April 25 native Milk Week planting at Bailey Canyon at 9:30 am. Lisa Novak, planting expert, will give a talk at 10:30 am.

NRC is working on Open Space Grant to help fix open irrigation lines as part of fire recovery.

Reported that he attended March 19 CPA Executive Board meeting. They proposed to move to a two-year budgeting process. They are also looking at revising the Power Ready Program.

Mayor Pro Tem Goss:

Reported that on March 12 participated in a meeting with President of SGVCOG regarding wildlife and bears.

Mayor Lowe:

Reported that on March 16 she, along with City Attorney and Assistant City Manager attended a meeting with EPA. The goal was to discover any permitting barriers.

March 19 attended Planning Commission meeting. The discussion centered on ADUs

7. REPORTS FROM CITY STAFF

Library and Community Services Director Regan: provided updates on the new Library building and upcoming Grand Opening.

8. PRESENTATIONS

A. Los Angeles County Public Works Flood Control Operations
Presented by Los Angeles County Principal Engineers Patrick Holland and Scott Gregowske

B. San Gabriel Valley Mosquito and Vector Control District Annual Presentation
Presented by John Capoccia and Anais Media Diaz, Director of Communications for San Gabriel Valley Mosquito and Vector Control District

9. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

Any person wishing to speak before the City Council is asked to complete a Speaker Card and provide it to the City Clerk prior to the start of the meeting. Speakers are generally limited to three (3) minutes per person and time may not be delegated; any changes to the allotted time will be announced prior to the Public Comment period. Under the Brown

Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

Addressing the City Council from the audience is not permitted; all comments addressing the Council must be made from the podium. Persons with a disability who require disability related modifications or accommodations in order to participate in the meeting, including auxiliary aids or services, may request such modification or accommodation from the City

City Clerk Aguilar announced for the record that the City Clerk's Office received two (2) emails for items not on the agenda from Sharil Fukuzaki and Jessica Hoa.

Three (3) Speaker Cards were submitted from the following members of the public:

1. Deb Sheridan, Valle Vista: Read a statement from Hastings Ranch residents about truck noise and traffic from the Meadows Project.

2. Sharil Fukuzaki: shared concerns about soil conditions at the Meadows Project.

3. David Gordon, Sierra Madre Playhouse: shared upcoming events.

4. Ann Chesterman: Read a statement from Jessica Hoa

Seeing no one else come forward, Mayor Lowe closed public comment for items not on the agenda.

10. PUBLIC HEARING

Any person wishing to speak before the City Council on a public hearing item is asked to complete a Speaker Card noting the agenda item number and provide it to the City Clerk prior to the start of the public hearing. Separate and apart from the applicant (who may speak longer in the discretion of the City Council) speakers are generally limited to three (3) minutes per person; any changes to the allotted time will be announced prior to the Public Comment period. Under the Brown Act, the City Council is prohibited from discussing or acting on any item not listed on the posted agenda. The applicant may additionally submit rebuttal comments, at the discretion of the City Council.

None.

11. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one vote. There will be no separate discussion of these items unless a member of the City

Council requests that a specific item be removed from the Consent Calendar for separate discussion and action.

City Clerk Aguilar presented on the following 13 reports:

a. Regular Meeting Minutes of the March 10, 2026 City Council meeting
CEQA: The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.
Recommended Action: Approve

b. Resolution No. 26-25 Approving Certain Demands for Payment
CEQA: The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.
Recommended Action: Approve

c. Professional Services Agreement with Rogers, Anderson, Malody & Scott, LLP to Exercise a Two-Year Optional Renewal and Extend the Term through June 30, 2027 in the Amount of $164,800
CEQA: The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.
Recommended Action: Approve

d. Letter of Support for Senate Bill 872 (McNerney) – Climate Change: Funding Priorities
CEQA: The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.
Recommended Action: Approve

e. Letter of Support for Assembly Bill (AB) 1786 – Best Value Contracting
CEQA: The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.
Recommended Action: Approve

f. Letter of Support for Assembly Bill (AB) 2517 – Fire Hazard Severity Zone Designation Process

CEQA: The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

Recommended Action: Approve

g. Contract Extension with King Office Services in the Amount of $4,160 for the Library Meaningful Improvement Project

CEQA: The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

Recommended Action: Approve

h. Amendment No. 1 to the Professional Services Agreement with TSK Architects for the Lizzie's Trail Inn & Richardson House Project

CEQA: The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment. Recommended Action: Approve

i. Amendment No. 2 to the Professional Services Agreement with TSK Architects for the Library Redesign and Improvement Project

CEQA: The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

Recommended Action: Approve

j. Resolution No. 26-26 Approving a Supplemental Budget Appropriation from the FY 2025-26 the Facilities Maintenance Internal Services Fund Reserve and Award of Contract to Eco Energy Solutions, Inc. for the City Hall Complex 150 kW Generator Replacement in the Amount of $330,563.00

CEQA: The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

Recommended Action: Approve

k. Award of Construction Contract to All Pro Custom Pools dba AP Engineering in an Amount Not To Exceed $625,313.11 for the Lima Street Water Main Replacement Project
CEQA: The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.
Recommended Action: Approve

l. Revised West Grand View Avenue Traffic Study, Intersection Control Recommendations, and On-Street Parking Management Plan
CEQA: The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment. Recommended Action: Approve M. General Plan and Housing Element Annual Progress Reports

m. General Plan and Housing Element Annual Progress Reports
CEQA: The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment. Recommended Action: Receive, File, and Direct Staff to submit Annual Progress Report

At the conclusion of City Clerk Aguilar's report, the City Council asked staff questions on Consent Items C, D, J, and L.

Through consensus the City Council pulled item L from the Consent Calendar for further discussion.

Mayor Lowe opened the podium for public comment.

Seeing no one else come forward, Mayor Lowe closed Public Comment and brought the matter back to the City Council.

Mayor Lowe asked the Council for a motion.

Council Member Garcia made a motion to approve Consent A-K and M, with an amendment to Consent Item C to include $12,000 for a Measure W audit.

Council Member Kriebs seconded the motion.

Mayor Lowe called for a vote of the Council:

Ayes:	Mayor Lowe, Mayor Pro Tem Goss, Council Members Garcia, Kriebs, and Parkhurst
Noes:	None.
Absent:	None.
Abstain:	None.

Consent Items A-K and M were approved by unanimous voice vote.

Mayor Lowe moved on to discuss Consent L

Council Member Parkhurst noted for the record that he lives at the corner of Grandview and Canon. Citing a potential conflict of interest, Council Member Parkhurst recused himself from further discussion and excused himself from Council Chambers.

The remaining Council Members continued discussion of Consent Item L.

City Attorney Giragosian requested a continuance on the four-way stop at Grandview and Canon to further research Design Immunity.

The City Council agreed to the continuance and invited Council Member Parkhurst to return to the meeting for discussion of the other components of the staff report.

Mayor Lowe asked the Council for a motion.

Council Member Garcia made a motion to approve the installation of all-way stop controls at the intersections of Fairview Avenue and Sunnyside Avenue, South Sunnyside Avenue and Mariposa Avenue, and North Michillinda Avenue and West Grandview Avenue; Approve infrastructural safety enhancements at East Grandview Avenue and North Canon Avenue, upgrading the existing painted crosswalk to a high-visibility crosswalk and modernizing the adjacent pedestrian ramps to align with American with Disability (ADA) standards; deny the adoption of the On-Street Parking Management Plan for West Grandview Avenue; and continue discussion of the installation of an all-way stop at East Grandview and Canon to allow the City Attorney to further research Design Immunity.

Mayor Pro Tem Goss seconded the motion.

Mayor Lowe called for a vote of the Council:

Ayes:	Mayor Lowe, Mayor Pro Tem Goss, Council Members Garcia, Kriebs, and Parkhurst
Noes:	None.
Absent:	None.
Abstain:	None.

The motion was approved by unanimous voice vote.

12. DISCUSSION ITEM

A. Resolution No. 26-16 Approving a Supplemental Budget Appropriation and Professional Services Agreement with Transpo Group USA, Inc. in the Amount of $49,995 for the Sierra Madre Downtown Parking Study

CEQA: The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

Recommended Action: Provide Direction

The report was presented by Administrative Analyst Conchas

At the conclusion of staff's report, Mayor Lowe closed Public Comment and brought the matter to the City Council.

Mayor Lowe opened the podium for public comment.

One speaker card was received from:

Ron Brandley, Leonora Moss: suggested adding timed parking in the Kersting Court area, and consideration of parking meters.

Seeing no one else come forward, Mayor Lowe closed Public Comment and brought the matter back to the City Council.

Mayor Pro Tem Goss made a motion to approve Resolution 26-16 and professional services agreement with Transpo Group USA, Inc., and authorize the City Manager to execute all necessary agreements.

Council Member Kriebs seconded the motion.

Mayor Lowe called for a vote of the Council:

Ayes:	Mayor Lowe, Mayor Pro Tem Goss, Council Members Garcia, Kriebs, and Parkhurst
Noes:	None.
Absent:	None.

The motion was passed unanimously.

Council Member Parkhurst requested that Discussion B be presented next.

B. Ordinance No. 1491 Amending Chapters 10.04 (Definitions), 10.08 (Traffic Regulations), and 10.12 (Administration and Enforcement) of Title 10 (Vehicles and Traffic) and Amending Section 12.24.040 (Traffic Regulations) of Chapter 12.24 (Public Parks and Recreation Centers) of Title 12 (Streets, Sidewalks and Public Places) of the Sierra Madre Municipal Code – To include Definitions and Regulations for Electric Mobility Device

The report was presented by Police Chief Barrientos.

At the conclusion of staff's report, Mayor Lowe closed Public Comment and brought the matter to the City Council.

Mayor Lowe opened the podium for public comment.

City Clerk Aguilar noted for the record that five (5) emails were received for public comment from:

Robert Lewis
Michelle Kim
John Lloyd
Janelle Lloyd
William Wray

One Speaker Card was submitted from:

John Lloyd, E. Laurel Avenue: advocated for bike safety and asked the City Council to recognize that electric bikes are mobility devices. Mr. Lloyd spoke against banning e-bikes in the downtown area, but was supportive of a holistic safety program.

Seeing no one else come forward, Mayor Lowe closed Public Comment and brought the matter back to the City Council for further discussion.

Council Member Parkhurst made a motion to approve first reading of Ordinance 1491

Council Member Garcia seconded the motion.

Mayor Lowe called for a vote of the Council:

Ayes:	Mayor Lowe, Mayor Pro Tem Goss, Council Members Garcia, Kriebs, and Parkhurst
Noes:	None.
Absent:	None.

C. Ordinance No. 1492 Adding Chapter 5.24 to Title 5 of the Sierra Madre Municipal Code Authorizing and Regulating Bingo CEQA: The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment. Recommended Action: Approve

Director Regan presented the report to the City Council.

At the conclusion of staff's report, Mayor Lowe closed Public Comment and brought the matter to the City Council.

Mayor Lowe opened the podium for public comment

Seeing no one come forward, Mayor Lowe closed Public Comment and brought the matter back to the City Council for further discussion.

Mayor Lowe called for a vote of the Council:

Ayes:	Mayor Lowe, Mayor Pro Tem Goss, Council Members Garcia, Kriebs, and Parkhurst
Noes:	None.
Absent:	None.
Abstain:	None.

13. ITEMS FOR FUTURE AGENDAS

- Parkhurst – Update on Circulation Element
- Lowe – Returning Yucca Trail Rail and Timber Structure to Los Angeles County
- Lowe – Boards and Commissions Attendance Policy

14. ADJOURNMENT

The meeting was adjourned at 9:38 pm to a Regular City Council meeting scheduled for April 14, 2026.

Minutes taken and typed by:

_____

Laura Aguilar
City Clerk

Minutes Approved by Council Action:

_____

Kristine Lowe
Mayor

CITY OF
SIERRA
MADRE

STAFF REPORT

FINANCE

DATE: April 14, 2026

TO: Honorable Mayor and City Council

FROM: Harry Wong, Finance Director
By: William Zaragoza, Accounting Technician

SUBJECT: **Resolution No. 26-28 Approval of Warrants for Payment**

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 2026-28 and approve payment for the following:

1. **Outstanding Obligated City Warrants:** $407,863.65
2. **Outstanding Obligated Sierra Madre Library Warrants:** $1,487.01
3. **Payroll Transfer:** $585,349.86

SUMMARY

The City Council is requested to ratify warrants and approve checks issued for payment, as certified by the Director of Finance. These payments have been reviewed for compliance with the City's approved budget, financial policies, and authorized spending limits. Ratification by the City Council formally authorizes the disbursement of public funds, ensuring transparency, accountability, and adherence to sound fiscal management practices.

DISCUSSION & ANALYSIS

The Warrant Register provides an aggregated breakdown of the warrants, including descriptions (e.g. categories of payments), amounts, and corresponding fiscal year allocations. Note that the last page serves as a reference document to support the warrant approvals requested in this report, ensuring transparency and accountability in financial transactions. The attachment includes details on general warrants, utility bills, library warrants, and payroll transfers.

The Check Approval Register provides a comprehensive record of financial disbursements by the City of Sierra Madre, detailing payment transactions, vendor information, and check dates to ensure transparency and accountability. Additionally, the Payroll Summary Register outlines payroll disbursements, including total earnings, employer expenses, and overall payroll costs for each pay period. The total payroll expenditure for the most recent pay period (PR #06) for Date 3/26/26:

- Total Earnings (Salaries) @ $428,487.73 plus Total Employer Expenses for Benefits @ $156,862.13 = Total @ $585,349.86,

This aligns with the payroll transfer amount listed in the attachment. These records collectively support the accuracy and legitimacy of the financial transactions presented for approval.

STRATEGIC PLAN RELATIONSHIP

None.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute as a project under the California Environmental Quality Act (“CEQA”), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

FISCAL IMPACT

There is no fiscal impact as a result of the recommended action.

Approved by:



_____

Michael Bruckner
City Manager

Attachments

1. Resolution 26-28 4.16.26.pdf
2. Register 25 - 26.pdf
3. Warrant Register 26-28 4.14.26.pdf

RESOLUTION NUMBER 26-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE APPROVING CERTAIN DEMANDS

WHEREAS, Government Code sections 37208-37209 authorize the City Council to ratify and approve warrants or checks drawn in payment of demands certified or approved by the Director of Finance as conforming to the budget; and,

WHEREAS, the following demands have been reviewed and approved by the Finance Director; and,

WHEREAS, the Finance Director has verified that appropriated funds are available for payment thereof; and,

WHEREAS, the register of audited demands has been submitted to the City Council for approval; and

WHEREAS, City Warrants are the payment of bills, invoices and contractual obligations incurred by the City of Sierra Madre during the period enumerated therein, based on the approved fiscal year budget and existing budgetary authority, Municipal Code authority, or prior policy direction by the City Council; and

WHEREAS, Payroll Transfer is the transfer of funds to cover the payroll costs for all City employees for the period enumerated therein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sierra Madre does hereby approve payment of City Warrants in the aggregate amount of $407,863.65; Sierra Madre Library Warrants in the aggregate amount of $1,487.01; and Payroll Transfer in the aggregate amount of $585,349.86 for the fiscal year ending June 30, 2026.

APPROVED AND ADOPTED this 14th day of April 2026.

_____
Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 26-28 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 14th day of April 2026.

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
City Clerk, City of Sierra Madre, California

City of Sierra Madre
Department of Finance
Warrant Register Recap
City Council Meeting of April 14, 2026

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

City of Sierra Madre Warrants …..…….…….…….……...……..…$407,863.65

Sierra Madre Library Warrants……...…..……..……...…….....….$1,487.01

Payroll Transfer……..….....……..…….$585,349.86

Warrant Register Post Date 4/14/26 **Attachment 1A**

Fiscal Year	Description	Amount	Page #
FY25/26	General Warrants	$325,608.81	1-4
FY25/26	General Manual Warrant	$67,509.19	5-8
FY25/26	General Utility Bills	$9,091.02	9
FY25/26	General Manual Utility Bills	$5,654.63	10-11
	Total	$407,863.65	

FY25/26	Library Warrant	$930.36	12
FY25/26	Library Manual Warrant	$556.65	13
	Total	$1,487.01	

Pay Date:			
3/26/2026	Payroll #06	$585,349.86	14
	From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.		
	Total	$585,349.86	

Packet: APPKT08605 - GEN 4/14/26 **Check Date:** 04/02/2026
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
VEN04392	2 HOT UNIFORMS, INC					**94.61**
APBWEST	Check	97858	FD - UNIFORMS	10000.61000.53303	94.61	
VEN03814	AIR SOURCE INDUSTRIES					**93.15**
APBWEST	Check	00980233	OXYGEN	10000.64000.53300	93.15	
VEN04612	ALIGNMENT HEALTH PLAN					**470.62**
APBWEST	Check	INV043791	EMS REFUND RE: 180569	10000.64000.47029	470.62	
VEN03454	AMAZON CAPITAL SERVICES					**2,229.65**
APBWEST	Check	17NC-9D4K-4GP1	MISC SUPPLIES 3/2/26 - 3/15/26	60003.30000.53103	91.48	
		19DX-CXQK-1WPP	MISC SUPPLIES 3/2/26 - 3/15/26	10000.61000.53100	44.05	
				10000.61000.53300	990.47	
		19W1-KJWK-TPDF	MISC SUPPLIES CREDIT	10000.61000.53100	-26.17	
		1FV7-JD4H-1VFK	MISC SUPPLIES 3/2/26 - 3/15/26	60003.30000.53103	1,129.82	
1552	ARNOLD'S FRONTIER HARDWARE - Fire					**85.01**
APBWEST	Check	118628	MISC. SUPPLIES	10000.61000.53204	8.83	
		118695	MISC. SUPPLIES	10000.61000.53204	29.82	
		118793	MISC. SUPPLIES	10000.61000.53204	22.08	
		118794	MISC. SUPPLIES	10000.61000.53204	24.28	
1553	ARNOLD'S FRONTIER HARDWARE - Police					**4.41**
APBWEST	Check	118769	MISC. SUPPLIES	10000.50000.53204	4.41	
0122	ARNOLD'S FRONTIER HARDWARE - PW					**318.61**
APBWEST	Check	118659	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	37.15	
		118671	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	16.55	
		118713	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	137.10	
		118724	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	67.01	
		118727	FY 25/26 STREET DEPT. MAINTENANCE SUPPLIES	10000.83500.53206	27.05	
		118733	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	27.61	
		118739	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	2.41	
		118771	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	3.73	
VEN02012	BETTER IMPACT					**2,721.00**
APBWEST	Check	002358	1/1/26 - 12/31/26 IMPACT PACKAGE	60007.70100.53409	2,721.00	
VEN04591	BUTTERFLY NETWORK					**5,030.37**
APBWEST	Check	INV-BF-247577	FD Purchase of handheld Point-of-Care Ultrasour	36002.00000.49002	5,030.37	
1726	CDPH-OCP					**25.00**
APBWEST	Check	209787 MW 2026	2026 ANNUAL REGISTRATION FEE	10000.64000.52302	25.00	
1727	CHRIS CIMINO					**740.11**
APBWEST	Check	MAY2026	MAY 2026 FETIREE HEALTH INSURANCE	60007.70100.51302	740.11	
0169	CITY ELECTRIC SUPPLY					**64.58**
APBWEST	Check	PDA/032031	MISC. SUPPLIES	60001.83200.53200	64.58	
1087	CITY OF ARCADIA					**25,000.00**
APBWEST	Check	IN00645	FY 25/26 WATER WHEELING AGREEMENT FEES	71000.81100.52001	12,500.00	
				71000.81100.52401	12,500.00	
VEN04099	CIVICPLUS LLC					**900.00**
APBWEST	Check	361658	2/1/26 - 1/31/27 ONLINE CODE HOSTING	10000.12000.52204	900.00	
VEN04572	CLAUDEDAWSONAMES PROFESSIONAL CORP					**19,200.00**
APBWEST	Check	ARB-240183.1	CLAUDE DAWSON AMES PROFESSIONAL CORPOI	60007.70100.52201	19,200.00	
0171	CLINICAL LABORATORY OF SAN BERNARDINO, INC.					**2,502.50**
APBWEST	Check	2600435-SIE01	2/3/26 2/24/26 WATER TREATMENT TESTING	71000.81100.52200	2,502.50	
1121	COLANTUONO, HIGHSMITH & WHATLEY, PC					**41,932.88**
APBWEST	Check	69696	FEB 2026 LEGAL SRVCS-RETAINER: GENERAL ADV	10000.21000.52201	8,820.00	
				71000.81100.52201	1,890.00	
				72000.32000.52201	1,890.00	
		69697	FEB 2026 LEGAL SRVCS: CITY CLERK	10000.21000.52201	1,643.00	
		69698	FEB 2026 LEGAL SRVCS: LABOR/EMPLOYMENT	60007.70100.52201	1,881.50	
		69699	FEB 2026 LEGAL SRVCS: SPECIAL COUNSEL	10000.21000.52201	7,800.38	

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
APBWEST	Check	69700	FEB 2026 LEGAL SRVCS: ASSESSMENT & PROP 21	32012.83000.52200	768.50	
		69701	FEB 2026 LEGAL SRVCS: CODE ENFORCEMENT	10000.40000.52201	2,544.00	
		69702	FEB 2026 LEGAL SRVCS: IMPLEMENTATION OF SI	10000.40000.52201	715.50	
		69703	FEB 2026 LEGAL SRVCS: MISCELLANEOUS LITIGA	10000.21000.52201	1,139.50	
		69704	FEB 2026 LEGAL SRVCS: MATER DOLORSA DEVEL	10000.40000.52201	8,708.00	
		69705	FEB 2026 LEGAL SRVCS: V. SOUTHERN CA. EDISO	10000.21000.52201	1,410.50	
		69706	FEB 2026 LEGAL SRVCS: ALVERNO CUP REVIEW	10000.40000.52201	185.50	
		69707	FEB 2026 LEGAL SRVCS: EATON FIRE RESPONSE	10000.21000.53998	397.50	
		69708	FEB 2026 LEGAL SRVCS: ADV. SOUTHERN CA. EDI	10000.21000.52201	2,139.00	
VEN04233	COMMLINE INC					**19,130.45**
APBWEST	Check	0506506-IN	8/1/25 - 7/31/26 Dispatch Radio Services	10000.50000.52200	7,561.56	
		0516853-IN	Radio Installations	10000.50000.52200	4,379.69	
		0529490-IN	Dispatch Radio Annual Contract 8/1/24 - 7/31/2	10000.50000.52200	7,189.20	
0190	DECCO AWARDS					**75.89**
APBWEST	Check	26-15549	NAME BADGES/SIGN	60002.31100.53102	75.89	
VEN03180	DICKS AUTO SUPPLY					**208.21**
APBWEST	Check	236757	FY 25/26 AUTO PARTS	60000.83100.53208	208.21	
VEN01708	EXSTREEM PEST CONTROL					**800.00**
APBWEST	Check	34335	MAR 2026 MONTHLY SERVICE FOR PEST CONTRC	60001.83200.52200	800.00	
VEN01177	EYEMED					**34.42**
APBWEST	Check	INV043792	COBRA VISION CONVERAGE - KEVIN MANGA	60007.00000.21603	34.42	
1510	GARVEY EQUIPMENT CO.					**375.81**
APBWEST	Check	173837	MISC. SUPPLIES	71000.81100.53205	375.81	
VEN04608	HOLLY					**8,500.00**
APBWEST	Check	TXIZG-JKB-0002	HOLLY CIVIC CALLING CORP	60007.70100.52100	8,500.00	
0243	HOSE MAN					**14.61**
APBWEST	Check	00110833	MAINT. SUPPLIES	60000.83100.53208	14.61	
1044	JESSE TORIBIO					**370.06**
APBWEST	Check	MAY2026	MAY 2026 RETIREE HEALTH INSURANCE	60007.70100.51302	370.06	
VEN03424	JOHNSON INVESTIGATIONS					**1,300.00**
APBWEST	Check	2026-02	PD Background Investigations	60007.70101.52100	1,300.00	
1165	KENNETH BERRY					**740.11**
APBWEST	Check	MAY2026	MAY 2026 RETIREE HEALTH INSURANCE	60007.70100.51302	740.11	
1185	KEYSTONE UNIFORM					**411.41**
APBWEST	Check	071778	UNIFORMS	10000.50000.53303	387.41	
		071780	UNIFORMS	10000.50000.53303	24.00	
VEN04543	KIMLEY-HORN AND ASSOCIATES INC					**16,981.08**
APBWEST	Check	35122188	FEB 2026 GEN PLAN OPEN SPACE&CONSERVATIC	60008.40000.52100	16,981.08	
0934	L.N. CURTIS & SONS					**1,092.46**
APBWEST	Check	INV1045986	FD EQUIPMENT	10000.61000.53300	1,092.46	
1650	LAAFCA					**1,500.00**
APBWEST	Check	2026-2027	FY 2026-2027 MEMBERSHIP DUES BARTLETT	10000.61000.53409	1,500.00	
VEN04607	LAURA HIRSH					**262.00**
APBWEST	Check	INV043793	REFUND: PERMIT PARK HOUSE	10000.00000.47023	262.00	
0640	LIFE-ASSIST INC.					**1,053.89**
APBWEST	Check	2084243	FY 25/26 EMS Medical Supplies	10000.64000.53300	142.48	
		2088617	FY 25/26 EMS Medical Supplies	10000.64000.53300	911.41	
VEN02633	MARK DUSON					**50.00**
APBWEST	Check	INV043794	REFUND: AMER. FEDELITY OVERPMT(FLEX SPENI	60007.00000.26001	50.00	
VEN01070	MARTIN CRUZ					**740.11**
APBWEST	Check	MAY2026	MAY 2026 RETIREE HEALTH INSURANCE	60007.70100.51302	740.11	
VEN03488	MUNICIPAL EMERGENCY SERVICES INC					**1,681.11**
APBWEST	Check	IN2462005	FY 25/26 PERSONAL PROTECTIVE UNIFORM EQU	10000.61000.53303	1,095.07	
		IN2469892	FY 25/26 PERSONAL PROTECTIVE UNIFORM EQU	10000.61000.53303	586.04	
1608	MUNICIPAL MAINTENANCE EQUIP IN					**857.94**
APBWEST	Check	047249	MISC SUPPLIES	60000.83100.53208	857.94	
1642	NBS					**1,468.90**
APBWEST	Check	202603-1546	4/1/26 - 6/30/26 PROFF. SERVICE	32012.83000.52200	1,468.90	
VEN04200	NIKO MOBILE CARWASH					**450.00**
APBWEST	Check	054921	3/13/26 PD CAR WASH	10000.50000.52200	450.00	
VEN03105	NORTHWEST EXCAVATING INC					**42,095.00**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
APBWEST	Check	M11269	9/25/26 - 9/30/26 CITY YARDS - Lowbed/loader	71000.81100.52303	9,090.00	
		M11280	9/25/26 - 9/30/26 CITY YARD - Lowbed/water tr	71000.81100.52303	4,500.00	
		M11294	10/1/26 - 10/7/26 CITY YARDS - Water Truck/Lov	71000.81100.52100	5,900.00	
		M11295	10/1/26 - 10/8/26 CITY YARDS - Loader/Lowbed	71000.81100.52100	12,330.00	
		M11296	10/1/25 - 10/8/25 CITY YARDS - Dozer/loader/lo	71000.81100.52100	5,895.00	
				71000.81100.52303	4,380.00	
VEN04007	OCCUPATIONAL HEALTH CENTERS OF CA					**209.00**
APBWEST	Check	90022959	PRE-EMPLOYMENT EXAM	60007.70101.52106	209.00	
0786	OFFICE DEPOT, INC					**109.99**
APBWEST	Check	458228103001	OFFICE SUPPLIES	60002.31100.53100	109.99	
VEN03819	PAYDIRT PRINTING SERVICES					**539.91**
APBWEST	Check	248661	BUILDING PERMIT NOTICES	10000.40000.53102	539.91	
0336	POST ALARM SYSTEMS					**511.57**
APBWEST	Check	1892975	FY 25/26 ALARM SAFETY MONITORING	60000.83100.52200	511.57	
1483	PRO PRINTING INC					**43.19**
APBWEST	Check	59472	BUSINESS CARDS	60002.31100.53102	43.19	
0338	PRUDENTIAL OVERALL SUPPLY					**280.79**
APBWEST	Check	52961675	FY 25/26 PUBLIC WORKS UNIFORMS	60001.83200.53303	140.77	
		52963396	FY 25/26 PUBLIC WORKS UNIFORMS	60001.83200.53303	140.02	
VEN01039	RCS INVESTIGATIONS & CONSULTING LLC					**32,095.00**
APBWEST	Check	7162	INTERNAL AFFAIRS INVESTIGATIONS CASE #24-0(	60007.70100.52201	2,340.00	
		7163	INTERNAL AFFAIRS INVESTIGATIONS CASE #24-0(	60007.70100.52201	2,340.00	
		7164	INTERNAL AFFAIRS INVESTIGATIONS CASE #24-0(	60007.70100.52201	2,340.00	
		7165	INTERNAL AFFAIRS INVESTIGATIONS CASE #24-0(	60007.70100.52201	2,340.00	
		7166	INTERNAL AFFAIRS INVESTIGATIONS CASE #24-0(	60007.70100.52201	2,340.00	
		7167	INTERNAL AFFAIRS INVESTIGATIONS CASE #24-0(	60007.70100.52201	2,340.00	
		7168	INTERNAL AFFAIRS INVESTIGATIONS CASE #24-0(	60007.70100.52201	2,340.00	
		7169	INTERNAL AFFAIRS INVESTIGATIONS CASE #24-0(	60007.70100.52201	2,340.00	
		7172	INTERNAL AFFAIRS INVESTIGATIONS CASE #24-0(	60007.70100.52201	2,340.00	
		7173	INTERNAL AFFAIRS INVESTIGATIONS CASE #24-0(	60007.70100.52201	2,630.00	
		7246	INTERNAL AFFAIRS INVESTIGATIONS CASE # 25-0	60007.70100.52201	4,365.00	
		7247	INTERNAL AFFAIRS INVESTIGATIONS CASE #25-0:	60007.70100.52201	4,040.00	
0267	REGIONAL TAP SERVICE CENTER					**28.80**
APBWEST	Check	6026874	FEB 2026 REGIONAL TAP SERVICES CENTER-CARI	37004.80000.52001	28.80	
VEN04574	RISK MANAGEMENT PROFESSIONALS					**5,689.13**
APBWEST	Check	250565	HAZARD REVIEW CONSULTANT	71000.81100.52100	5,689.13	
VEN02718	ROADLINE PRODUCTS INC					**1,982.37**
APBWEST	Check	22469	NO PARKING ANYTIME SIGNS	10000.83500.53206	1,982.37	
VEN03833	SCOTT ROSEVEAR					**1,450.00**
APBWEST	Check	INV043795	REIMB: COMPUTER BUYBACK	10000.00000.13009	1,450.00	
VEN01256	SKY BLUEPRINT & SUPPILES INC					**82.87**
APBWEST	Check	B141365	18"X24" POSTER ON GATOR BOARD	10000.40000.53102	82.87	
1245	THE WORKSHOP					**110.50**
APBWEST	Check	75578	MT. WILSON TRAIL RACE SIGNS	10000.79007.52999	85.25	
				37006.72000.52200	25.25	
VEN04459	THEODORE TEGART					**192.30**
APBWEST	Check	INV043796	REFUND: AMER. FEDELITY OVERPMT(FLEX SPENI	60007.00000.26001	192.30	
VEN04227	UNITED RENTALS					**1,537.83**
APBWEST	Check	255302235-001	EQUIP. RENTAL: PORTABLE RESTROOMS	60007.70100.52200	1,537.83	
1243	USA BLUEBOOK					**95.48**
APBWEST	Check	INV00995759	MAINT SUPPLIES	60001.83200.53200	95.48	
0335	WATERLINE TECHNOLOGIES					**1,257.67**
APBWEST	Check	5784022	FY 25/26 CHLORINE GAS SUPPLIES	71000.81100.53209	1,557.67	
		5784483	CYLINDER RETURN 3/16/26	71000.81100.53209	-300.00	
0426	WESTERN WATER WORKS					**5,837.72**
APBWEST	Check	1281516-00	FY 25/26 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	5,837.72	
0425	WILLDAN ASSOCIATES					**71,948.73**
APBWEST	Check	002-36672	MAR 2026 FIRE PLAN CHECK	10000.40000.52100	4,167.87	
		002-37502	FEB 2026 PLAN CHECK AND INSPECTIONS	10000.40000.52100	61,666.11	
		00714697	OCT 2025 CDBG GRANT FOR MHRP PROGRAM	38002.83200.52100	2,844.75	
		00714731	NOV 2025 CDBG GRANT FOR MHRP PROGRAM	38002.83200.52100	3,270.00	

Report Total:	**325,608.81**

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Packet: APPKT08584 - GEN MAN 4/14/26 **Check Date:** 03/18/2026
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN04552	HUE C. QUACH				**9,840.00**
AP EFT WEST	Electronic Funds Transfer	SM25-000-010	2/16/26 - 3/6/26 FISCAL POLICY PROF CONSULTI	60002.30000.52200	9,840.00
1336	L.A. CO. FIRE DEPT.				**5,000.00**
APBWEST	Check	INV043670	SITE FA0024966 AUG 2025 INSPECTION VIOLATI(	71000.81100.52401	5,000.00
VEN04576	TRANSTECH ENGINEERS INC				**37,905.50**
APBWEST	Check	20261692	1/31/26 251135 SMDR PW OVERSIGHT SERVICES	10000.83500.52100	3,630.00
				38005.83500.52200	1,815.00
				60000.83100.52200	3,630.00
				60001.83200.52200	3,630.00
				71000.81100.52200	2,722.50
				72000.81200.52200	2,722.50
		20261693	1/31/26 251174 420 N LIMA ST B-BLD 250084 PV	10000.83500.52100	170.49
				38005.83500.52200	85.25
				60000.83100.52200	170.50
				60001.83200.52200	170.50
				71000.81100.52200	127.88
				72000.81200.52200	127.88
		20261694	1/31/26 251347 90 E BONITA AVE 210627 PW PC	10000.83500.52100	32.00
				38005.83500.52200	16.00
				60000.83100.52200	32.00
				60001.83200.52200	32.00
				71000.81100.52200	24.00
				72000.81200.52200	24.00
		20261695	1/31/26 251360 SMDR 109 N LIMA ST B-BLD 250	10000.83500.52100	32.00
				38005.83500.52200	16.00
				60000.83100.52200	32.00
				60001.83200.52200	32.00
				71000.81100.52200	24.00
				72000.81200.52200	24.00
		20261696	1/31/26 251361 574 SIERRA MEADOWS DR B-BL	10000.83500.52100	223.80
				38005.83500.52200	111.90
				60000.83100.52200	223.80
				60001.83200.52200	223.80
				71000.81100.52200	167.85
				72000.81200.52200	167.85
		20261697	1/31/26 251375 205 N BALDWIN AVE B-BLD-250	10000.83500.52100	64.00
				38005.83500.52200	32.00
				60000.83100.52200	64.00
				60001.83200.52200	64.00
				71000.81100.52200	48.00
				72000.81200.52200	48.00
		20261698	1/31/26 251387 674 E SM BLVD B-BLD-250231 P	10000.83500.52100	159.80
				38005.83500.52200	79.90
				60000.83100.52200	159.80
				60001.83200.52200	159.80
				71000.81100.52200	119.85
				72000.81200.52200	119.85
		20261699	1/31/26 260021 190 MERRILL AVE PW PC	10000.83500.52100	223.80
				38005.83500.52200	111.90
				60000.83100.52200	223.80
				60001.83200.52200	223.80
				71000.81100.52200	167.85
				72000.81200.52200	167.85
		20261700	1/31/26 260030 371 N MOUNTAIN TRAIL AVE P	10000.83500.52100	101.29

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
APBWEST	Check	20261700	1/31/26 260030 371 N MOUNTAIN TRAIL AVE P	38005.83500.52200	50.65	
				60000.83100.52200	101.30	
				60001.83200.52200	101.30	
				71000.81100.52200	75.98	
				72000.81200.52200	75.98	
		20261701	1/31/26 260093 357 SYCAMORE PL BASEMENT A	10000.83500.52100	8.00	
				38005.83500.52200	4.00	
				60000.83100.52200	8.00	
				60001.83200.52200	8.00	
				71000.81100.52200	6.00	
				72000.81200.52200	6.00	
		20262248	2/28/26 251135 SMDR PW OVERSIGHT SERVICES	10000.83500.52100	2,475.00	
				38005.83500.52200	1,237.50	
				60000.83100.52200	2,475.00	
				60001.83200.52200	2,475.00	
				71000.81100.52200	1,856.25	
				72000.81200.52200	1,856.25	
		20262249	2/28/26 251174 420 N LIMA ST B-BLD- 250084 P	10000.83500.52100	8.00	
				38005.83500.52200	4.00	
				60000.83100.52200	8.00	
				60001.83200.52200	8.00	
				71000.81100.52200	6.00	
				72000.81200.52200	6.00	
		20262250	2/28/26 251175 435 E LAUREL AVE B-BLD-25008	10000.83500.52100	8.00	
				38005.83500.52200	4.00	
				60000.83100.52200	8.00	
				60001.83200.52200	8.00	
				71000.81100.52200	6.00	
				72000.81200.52200	6.00	
		20262251	2/28/26 260021 190 MERRILL AVE PW PC	10000.83500.52100	109.20	
				38005.83500.52200	54.60	
				60000.83100.52200	109.20	
				60001.83200.52200	109.20	
				71000.81100.52200	81.90	
				72000.81200.52200	81.90	
		20262252	2/28/26 260030 371 N MOUNTAIN TRAIL AVE PV	10000.83500.52100	82.60	
				38005.83500.52200	41.30	
				60000.83100.52200	82.60	
				60001.83200.52200	82.60	
				71000.81100.52200	61.95	
				72000.81200.52200	61.95	
		20262253	2/28/26 260093 357 SYCAMORE PL BASEMENT A	10000.83500.52100	96.00	
				38005.83500.52200	48.00	
				60000.83100.52200	96.00	
				60001.83200.52200	96.00	
				71000.81100.52200	72.00	
				72000.81200.52200	72.00	
		20262254	2/28/26 260180 603 BALDWIN CT PW PC	10000.83500.52100	157.11	
				38005.83500.52200	78.55	
				60000.83100.52200	157.10	
				60001.83200.52200	157.10	
				71000.81100.52200	117.82	
				72000.81200.52200	117.82	
				Report Total:		**52,745.50**

Packet: APPKT08600 - GEN BOA MAN 4/14/26 **Check Date:** 04/01/2026
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
0823	BANK OF AMERICA				**14,763.69**
APBWEST	Check	INV043719	LA - CAPIO MEMBERSHIP: AGUILAR	10000.12000.53402	300.00
		INV043721	BB - GRAMMARLY TYPING ASSISTANCE	10000.61000.53409	30.00
		INV043722	BB - OFFICE SUPPLY - SHIFT DISPLAY: NAME TAG	10000.61000.53100	50.27
		INV043723	BB - FIRE SERV. COURSE: GACAD	10000.61000.52205	350.00
		INV043724	BB - STORAGE FOR FD MASTER PLAN	10000.61000.53409	11.99
		INV043725	BB - SMFD ANNUAL REPORT: COPY SERV.	10000.61000.53102	140.60
		INV043726	BB - ALL-AMER. FIRE LEADERSHIP: VEHICLE GAS	10000.61000.52205	9.61
		INV043728	BB - ALL-AMER. FIRE LEADERSHIP: CAR RENTAL	10000.61000.52205	114.54
		INV043731	BB - LB AIRPORT PARKING	10000.61000.52205	119.00
		INV043733	BB - ALL-AMER. FIRE LEAD.: LODGING PROCESSIN	10000.61000.52205	1.00
		INV043734	BB - ALL-AMER. FIRE LEAD.: LODGING PROCESSIN	10000.61000.52205	1.00
		INV043735	BB - LAAFCA - MT. CONF. REG. FEE: BARTLETT	10000.61000.53402	1,175.00
		INV043736	BB - THERMAL CAMERAS BATTERIES	10000.61000.53300	1,034.28
		INV043737	MB - BREAKFAST W/MAYOR	60002.30000.53999	63.45
		INV043738	CL - LEAGUE OF CALF CITIES: LODGING FEE - LIN	10000.40000.53402	304.79
		INV043739	CL - APA MEMBERSHIP FEE 4/1/26 - 3/31/26: HU	10000.40000.53409	331.80
		INV043740	CL - APA MEMBERSHIP FEE 4/1/26 - 3/31/26: WA	10000.40000.53409	331.80
		INV043741	CL - APA MEMBERSHIP FEE 4/1/26 - 3/31/26: WC	10000.40000.53409	590.80
		INV043742	CL - APA MEMBERSHIP FEE 4/1/26 - 3/31/26: LIN	10000.40000.53409	593.20
		INV043743	MH - RECRUITMENT PANEL PD CAPT. - SNACKS	60007.70100.53999	34.00
		INV043745	MH - RECRUITMENT PANEL PD CAPT. - SNACKS	60007.70100.53999	22.00
		INV043746	MH - MAIL SRVC. - 2025 1095 FORMS	60007.70100.53101	18.12
		INV043747	RM - SGVE ECON. FORECAST REG FEE: LOWE/WC	10000.11000.53402	350.00
		INV043748	RM - FLOWERS FOR CITY MANAGER	60002.30000.53999	235.40
		INV043749	RM - COUNCIL CLOSE SESSION - MEAL 2/24/26	10000.11000.53999	162.13
		INV043750	RM - GREETING CARD	60002.30000.53999	3.32
		INV043751	RM - GREET CARD	60002.30000.53999	4.35
		INV043752	RM - BOARD OF SUPERISORS REG FEE - LOWE	10000.11000.53402	150.00
		INV043753	SM - VEHICLE MAINT. - ALTERNATIVE HOSE	60000.83100.53208	1.09
		INV043757	SM - VEHICLE MAINT. - ALTERNATIVE HOSE	60000.83100.53208	12.13
		INV043758	SM - FACILITIES - SMALL TOOLS	60001.83200.53205	67.02
		INV043759	SM - WATER - MAINT SUPPLIES	71000.81100.53200	198.71
		INV043760	SM - PD - PARKING SIGNS	60001.83200.53200	187.85
		INV043761	SM - CWEA MEMBERSHIP: KING	72000.81200.53409	251.00
		INV043762	OM - LOCAL PRIORITY EMGY. SAT NET. 3/8/26-4/	60003.30000.52200	540.00
		INV043763	OM - PLANNING APPT. SOFTWARE LICEN. 3/7/26	60003.30000.53503	78.00
		INV043764	OM - CAPIO MEMBERSHIP DUES: THROUGH 3/1(	60003.30000.53409	425.00
		INV043765	OM - PDF FILE REDUCTION SERV: 3/2/26 - 4/1/2(	60003.30000.53503	15.00
		INV043767	OM - REMOTE SUPPORT TOOL LICENSING	60003.30000.53503	298.00
		INV043768	OM - DNS RENEWAL	60003.30000.53503	4.99
		INV043769	OM - SIP TRUNK FOR CONF. PHONE & SCADA	60003.30000.55005	43.61
		INV043770	OM - ROAM EMERGENCY SAT.INTERNET 2/17/2(	60003.30000.52200	215.00
		INV043771	OM - ZOOM LICENSING: 12/17/25 - 2/16/26	60003.30000.53503	4,281.95
		INV043776	TT - DRINKING WATER FOR SENIORS	37006.72000.52200	82.91
		INV043777	TT - MAR 2025: SENIOR MOVIES - CANDY	37006.72000.53999	48.06
		INV043778	TT - OFFICE SUPPLIES	37006.72000.53999	49.47
		INV043779	TT - HART PARK HOUSE WATER CUPS	37006.72000.53999	26.84
		INV043780	TT - OFFICE CHAIRS	37006.72000.53999	579.45
		INV043781	TT - MWTR BANNERS	10000.79007.52999	356.12
		INV043782	TT - HART PARK HOUSE COFFEE CUPS	37006.72000.53999	57.18
		INV043783	TT - FEB & MAR 2025 MOVIES: BEVERAGES	37006.72000.53999	56.12
		INV043784	TT - FEB 2025: BD CELEBRATION SUPPLIES	37006.72000.53999	15.19
		INV043785	TT - HART PARK HOUSE: COFFEE SUPPLIES	37006.72000.53999	87.71

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
APBWEST	Check	INV043786	TT - FEB 2025: BINGO LUNCH	37006.72000.53999	74.40
		INV043787	TT - FEB 2025: BINGO GIFTCARDS	37006.72000.53999	131.98
		INV043788	TT - FEB 2025: BINGO SALAD AND DESSERTS	37006.72000.53999	46.46
				Report Total:	**14,763.69**

Check Approval Register

City of Sierra Madre, CA

Packet: APPKT08604 - UB 4/14/26
Vendor Set: 01 - Vendor Set 01
Check Date: 04/02/2026

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN03195	GREATAMERICA FINANCIAL SERVICES				**375.76**
APBWEST	Check	41551803	003-1310860-000 1/5/26 - 2/4/26	60003.30000.53210	375.76
VEN04342	WESTBOUND SOLAR 3 LLC				**8,715.26**
APBWEST	Check	26260666	FEB 2026 SOLAR ENERGY	71000.81100.55003	8,715.26
				Report Total:	**9,091.02**

Packet: APPKT08594 - UB MAN 4/14/26 **Check Date: 03/26/2026**
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN03173	QUADIENT FINANCE USA INC				**1,000.00**
APBWEST	Check	INV043718	POSTAGE	60002.31100.53101	1,000.00
				Report Total:	**1,000.00**

Packet: APPKT08595 - UB MAN 4/14/26 **Check Date: 03/31/2026**
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
0129	AT&T				**2,944.27**
APBWEST	Check	INV043714	818 291-0241 661 1 3/3/26 - 4/3/26	60003.30000.55005	2,944.27
0384	SOUTHERN CALIF. EDISON CO.				**1,710.36**
APBWEST	Check	INV043716	700178900477 2/6/26 - 3/9/26	60001.83200.55003	67.11
		INV043717	700738880568 2/3/26 - 3/4/26	60001.83200.55003	1,643.25
				Report Total:	**4,654.63**

Packet: APPKT08606 - LIB 4/14/26 **Check Date:** 04/02/2026
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
VEN03454	AMAZON CAPITAL SERVICES					**374.19**
APBWEST	Check	1G1H-LKPQ-3WGT	MISC SUPPLIES 3/2/26 - 3/15/26	39002.90000.53999	270.51	
		1QNX-WLDF-3F91	MISC SUPPLIES 3/2/26 - 3/15/26	10000.90000.53406	30.88	
		1R7G-NHT4-4RL4	MISC SUPPLIES 1/5/26 - 1/18/26	10000.90000.53406	19.98	
		1VFD-JH1X-CH93	MISC SUPPLIES 1/19/26 - 2/1/26	10000.90000.53406	19.39	
		1YKX-KDYV-3KWM	MISC SUPPLIES 3/2/26 - 3/15/26	10000.90000.53100	33.43	
0145	BRODART					**96.75**
APBWEST	Check	673292	OFFICE SUPPLIES	10000.90000.53100	96.75	
0598	DEMCO, INC.					**113.28**
APBWEST	Check	7777770	OFFICE SUPPLIES	10000.90000.53100	113.28	
VEN01733	ORIENTAL TRADING CO					**40.83**
APBWEST	Check	74144518101	CRAFT SUPPLIES	39006.90000.53999	40.83	
VEN01027	STUBBIES					**305.31**
APBWEST	Check	25598	36"X80" PREMIER RETRACTABLE LAYOUT	39006.90000.53999	305.31	
				Report Total:	**930.36**	

Check Approval Register

City of Sierra Madre, CA

Packet: APPKT08601 - LIB BOA MAN 4/14/26 **Check Date: 04/01/2026**
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
0823	BANK OF AMERICA				**556.65**
APBWEST	Check	INV043772	LR - EMPLOYEE APPRECIATION - MEAL	10000.90000.53999	292.89
		INV043773	LR - MT VIEW NEWS YEARLY RENEWAL FEE	10000.90000.53501	150.00
		INV043774	LR - WATER DELIVERY SERVICE	10000.90000.52200	112.77
		INV043775	LR - ICLOUD STORAGE FOR IPADS	10000.90000.52200	0.99
				Report Total:	**556.65**

Payroll Summary Register

City of Sierra Madre, CA

3/24/2026 4:06:28 PM

Payroll Summary

Packet	PYPKT03228 - PR #06 03.26.2026
Payroll Set	01 - Sierra Madre
Department	All - All Department Codes

Pay Period: 3/8/2026 - 3/21/2026

Employees Paid 118

Total Earnings	428,487.73	Total Benefit Allowance	187.24	Input Type	Count
Total Deductions	78,049.58	Total Employer Expenses	156,862.13	Regular	118
Total Taxes	56,273.71				
		Total Direct Deposits	294,164.44		
Net Pay	294,164.44	Total Check Amount	0.00		

CITY OF
SIERRA
MADRE

STAFF REPORT

CITY MANAGER'S OFFICE

DATE: April 14, 2026

TO: Honorable Mayor and City Council

FROM: Miguel Hernandez, Assistant City Manager
By: Sophia Conchas, Administrative Analyst

SUBJECT: **Letter of Support Assembly Bill 2215 (Calderon) – Urban Water Management Planning**

RECOMMENDATION

It is recommended that the City Council authorize the Mayor or City Manager to send a letter of support for Assembly Bill 2215 (Calderon), which would extend the timeline for development of the State Water Project's existing water rights to align with existing long-term contract terms through 2085.

SUMMARY

AB 2215 would extend the timeline for the full development of the State Water Project's (SWP) existing water rights permits to December 31, 2085, aligning those permits with the term of validated contracts between the Department of Water Resources (DWR) and SWP public water agencies. This extension addresses longstanding delays beyond DWR's control and will allow the state to better plan, modernize infrastructure, and respond to climate extremes such as drought and flooding. Importantly, AB 2215 does not approve new projects, facilities, or operational changes, nor does it bypass CEQA, NEPA, ESA, CESA, or other environmental or public participation requirements. The bill also does not approve the Delta Conveyance Project or any other future modification of the SWP. The request for support was submitted to the City by the San Gabriel Valley Municiapl Water District (SGVMWD)

DISCUSSION & ANALYSIS

AB 2215 addresses a longstanding administrative issue related to the State Water Project's (SWP) water rights permits. While the SWP operates under long-term contracts extending through 2085, the associated water rights development timeline is not currently aligned with those contracts. The Department of Water Resources (DWR) submitted a request to extend this timeline in 2009; however, that request has not been processed by the State Water Resources Control Board, creating uncertainty for long-term planning and system management.

The bill would extend the SWP water rights development timeline to align with existing contractual terms, providing the State with additional time to fully develop water rights that have already been permitted. AB 2215 does not authorize new projects, change SWP operations, or bypass existing environmental or regulatory review processes. Future projects and operational changes would continue to be subject to all applicable permitting and environmental laws.

This alignment is significant for several reasons:

- **Planning Certainty:** Water agencies, including those serving Sierra Madre like SGVMWD, rely on SWP deliveries to plan and finance capital improvements. Uncertainty around permit expirations undermines the ability to make multi-decade infrastructure investments with confidence.
- **Climate Resilience:** California's evolving climate, with more frequent droughts, reduced Sierra snowpack, and extreme precipitation events, requires sustained, long-horizon investment in the SWP. AB 2215 enables DWR to execute system improvements without the risk that foundational water right permits will lapse mid-project.
- **Administrative Efficiency:** Without this fix, DWR would need to pursue repeated, project-by-project permit extension petitions before the State Water Resources Control Board, consuming state resources and potentially delaying time-sensitive infrastructure work.
- **Protecting Existing Rights:** The bill does not expand the SWP's water rights or authorize new diversions. It preserves the viability of already-permitted rights through the existing contract horizon.

For communities such as Sierra Madre, the State Water Project plays an important role in replenishing groundwater and improving regional water supply reliability. Aligning the water rights timeline with existing contracts provides greater certainty for water agencies and supports long-term planning efforts to maintain reliable, cost-effective water supplies.

Without this alignment, delays in the administrative process could introduce uncertainty into the State's ability to fully utilize existing water rights, potentially affecting system reliability and increasing costs for water agencies and customers. AB 2215 provides an administrative solution to address this issue while maintaining existing regulatory safeguards. A timely letter of support would help ensure Sierra Madre's position is communicated while the bill is still under committee consideration.

STRATEGIC PLAN RELATIONSHIP

This item supports the City's broader efforts related to water reliability, climate resilience, and coordination with regional and state agencies on long-term infrastructure planning. It also reflects the City's proactive engagement in state legislative matters that affect local water supply security and long-range fiscal planning.

ENVIRONMENTAL ANALYSIS

CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

Approved by:



_____

Michael Bruckner
City Manager

Attachments

1. SierraMadre_AB2215_SupportLetter_2026.pdf
2. AB 2511 Bill Text (amended March 19, 2026).pdf

City of Sierra Madre
CITY MANAGER'S OFFICE

March 20, 2026

Assemblymember Lisa Calderon
California State Assembly
1021 O Street, Suite 4650
Sacramento, CA 95814

SUBJECT: AB 2215 (Calderon) – SUPPORT

Dear Assemblymember Calderon:

The City of Sierra Madre is pleased to support your AB 2215, as amended on March 16, which would extend the timeline for the full development of the State Water Project's (SWP) water rights permits to 2085, aligning with the term of existing validated contract between the State of California (Department of Water Resources [DWR]) and the public water agencies for the SWP water supply.

Extending the time for a water rights holder to develop its water rights is not uncommon. In fact, the SWP was granted a time extension in 1990. However, in 2009, DWR, which owns, operates, and holds the water rights for the SWP, filed a petition for a time extension with the State Water Resources Control Board (Water Board) approximately 15 years ago, but that application has never been processed. The delay is hindering DWR's ability to modernize the SWP and effectively plan for climate change.

The SWP is the nation's largest state-owned water and power generator and user-financed water system, and it plays a critical role in addressing climate change, helping California manage its water supply during extremes such as floods and droughts. DWR has been diligently pursuing the development of its existing SWP water rights. Over several decades, DWR has constructed 36 water storage facilities, 21 pumping plants, five hydroelectric power plants, four pumping-generating plants, and approximately 700 miles of canals, tunnels, and pipelines. Operations and maintenance of these facilities cost over a billion dollars annually, regardless of the amount of water delivered, and those costs are paid by the public water agencies that are under contract with DWR.

Without the full development of the SWP water rights, rates may increase for 27 million Californians, water supply reliability is less certain, and the SWP risks an investment that cannot

be fully realized. Unfortunately, the full development of the SWP's water rights has been hindered by circumstances outside of DWR's control, making AB 2215 necessary. Giving DWR more time to develop its already approved water rights addresses water availability and affordability for most of the state and is clearly in the public's interest.

Importantly, your AB 2215 makes it clear that it would not approve any future project or change in SWP operations. Approval of the SWP time extension would not diminish the public's right to participate in future SWP permitting activities. Future permitting processes would continue to be required before SWP operations could be changed and/or infrastructure projects built. None of the actions that would allow DWR to develop its water rights are exempted from CEQA, NEPA, ESA, CESA, or any other regulation protecting the environment, water quality, or water rights holders. AB 2215 also includes provisions specifically ensuring that the bill shall not be construed as approving any proposed modification to the physical facilities of the SWP, including the Delta Conveyance Project.

Legislative approval of the SWP time extension is appropriate because even if the SWP time extension petition were moved forward by the Water Board, its administrative process would likely take years, cost the taxpayers hundreds of thousands of dollars in staff time, and water agencies significant time and money to just to answer the question of whether DWR has been diligent in pursuing the development of its full water right. The approval of the time extension has no negative environmental impacts, saves public funds, and does not diminish opportunities for public participation.

We appreciate your leadership in advancing AB 2215 to address this important statewide water policy issue.

Sincerely,

Mike Bruckner
City Manager

cc: Senator Sasha Renée Pérez
Assemblymember John Harabedian

AMENDED IN ASSEMBLY MARCH 19, 2026

CALIFORNIA LEGISLATURE—2025–26 REGULAR SESSION

ASSEMBLY BILL No. 2215

Introduced by Assembly Member Calderon
(Principal coauthor: Assembly Member Jeff Gonzalez)
(Coauthors: Assembly Members Garcia, Irwin, Michelle Rodriguez, and Blanca Rubio)
(Coauthors: Senators Archuleta and Ochoa Bogh)

February 19, 2026

An act to amend Section ~~10610~~ *1398* of the Water Code, relating to water.

LEGISLATIVE COUNSEL'S DIGEST

AB 2215, as amended, Calderon. ~~Urban water management planning.~~ *Water rights: permits: State Water Project.*

The Department of Water Resources operates the State Water Resources Development System, commonly referred to as the State Water Project.

Existing law requires that construction work for a project that will put appropriated water to beneficial use be commenced, prosecuted with due diligence, and completed within the time period specified in the water right permit. Existing law authorizes the State Water Resources Control Board to extend the deadline specified in the permit to commence or complete construction work and to put appropriated water to beneficial use for good cause shown.

This bill would require that the time periods for the application of water to beneficial use and for the completion of construction work for specific water right permits held by the Department of Water Resources for the operation of the State Water Project be December 31, 2085.

~~Existing law, the Urban Water Management Planning Act, requires every public and private urban water supplier that directly or indirectly provides water for municipal purposes to prepare and adopt an urban water management plan.~~

~~This bill would make nonsubstantive changes to the provision of law naming that act.~~

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~ *yes*. State-mandated local program: no.

The people of the State of California do enact as follows:

SECTION 1. Section 1398 of the Water Code is amended to read:

1398. (a) *(1)* The period specified in the permit for beginning construction work, for completion of construction work, for application of the water to beneficial use, or any or all of these periods may, for good cause shown, be extended by the board.

~~(b)~~

(2) After any hearing on a petition to extend the period or periods, the board may revoke the permit in accordance with Section 1410.

(b) (1) The time periods for application of water to beneficial use and for the completion of construction work for water right permits numbered 16477, 16478, 16479, 16480, 16481, and 16482 held by the Department of Water Resources for the operation of the State Water Project shall be December 31, 2085.

(2) This subdivision shall not be construed as an approval of any proposed modification of physical facilities of the State Water Project, including the Delta Conveyance Project.

~~SECTION 1. Section 10610 of the Water Code is amended to read:~~

~~10610. This part shall be known, and may be cited, as the "Urban Water Management Planning Act."~~

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CITY OF
SIERRA
MADRE

STAFF REPORT

LIBRARY & COMMUNITY SERVICES

DATE: April 14, 2026

TO: Honorable Mayor and City Council

FROM: Leila Regan, Library & Community Services Director

SUBJECT: **Memorandum of Understanding with the Sierra Madre Historical Preservation Society**

RECOMMENDATION

It is recommended that the City Council:

1. Approve a Memorandum of Understanding (MOU) between the City of Sierra Madre and the Sierra Madre Historical Preservation Society (SMHPS) for the continued operation and maintenance of the Richardson House and Lizzie's Trail Inn located within Mount Wilson Trail Park, attached hereto as Exhibit A; and
2. Authorize and direct the City Manager to execute the Memorandum of Understanding on behalf of the City.

SUMMARY

The Richardson House and Lizzie's Trail Inn are historic buildings located within Mount Wilson Trail Park in the City of Sierra Madre. These facilities have historically served as interpretive museum spaces operated by the Sierra Madre Historical Preservation Society (SMHPS). The City and SMHPS previously entered into a 25-year lease agreement from 2001 to 2026 under which SMHPS maintained and operated the properties as a historical museum. With the expiration of that lease, the proposed Memorandum of Understanding (MOU) establishes a framework for continuing the cooperative relationship between the City and SMHPS. The MOU clarifies the responsibilities of both parties regarding the operation, maintenance, and preservation of the Richardson House and Lizzie's Trail Inn while allowing SMHPS volunteers to continue operating the facilities as a historical information center.

DISCUSSION & ANALYSIS

Background

The Richardson House and Lizzie's Trail Inn are historic structures located within Mount Wilson Trail Park and are owned by the City of Sierra Madre. These buildings have long served as historical resources for the community and have been operated by the Sierra Madre Historical Preservation Society as interpretive museum spaces. The previous 25-year lease agreement between the City and SMHPS is reaching its conclusion. The proposed Memorandum of Understanding provides a mechanism to continue the partnership while clarifying operational responsibilities and expectations.

Key Terms of the Memorandum of Understanding

Term
The agreement becomes effective upon execution and remains in effect until terminated by either party with at least thirty (30) days written notice.

City Responsibilities
Under the MOU, the City will:

- Pay utilities for the premises.
- Maintain landscaping at the premises and Mount Wilson Trail Park.
- Pay 50 percent of repair or maintenance costs, up to $10,000 per fiscal year.
- Pay 100 percent of any capital improvements or additions to the premises over the amount of $20,000, subject to City Council approval.
- Receive and maintain participant waivers, applications, and insurance documentation related to events.
- Replace the roof of Lizzie's Trail Inn and repair the Richardson House shed within the first year of the agreement.

SMHPS Responsibilities
SMHPS will:

- Operate the premises as a historical information center.
- Maintain and repair the interior of the buildings.
- Pay 50 percent of repair or maintenance costs up to $10,000 per fiscal year, with any additional repair costs exceeding $20,000 being brought to City Council for consideration.
- Maintain liability and property damage insurance of at least $1 million.
- Comply with all applicable federal, state, and local laws and City safety requirements.
- Provide an annual report to the City Council regarding the condition of the premises and operational activities.

Operational Structure
The MOU specifies that SMHPS members and participants act as volunteers and are not employees or agents of the City. Additionally, the agreement provides SMHPS with a revocable license to use the premises, and the City retains the ability to use the facilities for its own purposes when coordinated with SMHPS.

Benefits of the Agreement

The proposed MOU provides several benefits, including:

- Continued preservation and interpretation of historic City assets.
- Ongoing partnership with a community-based historical organization.
- Clarified responsibilities regarding maintenance, costs, and operations.
- Continued public access to local historical resources.

STRATEGIC PLAN RELATIONSHIP

The proposed MOU supports the City of Sierra Madre's Strategic Plan under the Community Enrichment objective, which aims to promote an unparalleled quality of life through an engaged and collaborative culture. The continued partnership with the Sierra Madre Historical Preservation Society to operate the Richardson House and Lizzie's Trail Inn as a historical information center encourages community engagement, preserves local history, and provides educational opportunities for residents and visitors. These activities align with the City's goal of enhancing community programming and strengthening partnerships with local organizations (CE 1.2 C).

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

FISCAL IMPACT

The City will continue to be responsible for utilities and landscaping maintenance. The proposed MOU includes provisions for 50 percent of repair and maintenance costs up to $10,000 per fiscal year, as well as capital improvements to the buildings, upon approval of City Council. These costs will be incorporated into the City's existing operational and maintenance budgets for City facilities and park assets. This funding will not be incorporated into the City's General Fund but will be part of Public Work's internal service fund for maintenance supplies and contract services. No additional appropriations are required at this time.

Approved by:



_____

Michael Bruckner
City Manager

Attachments

1. 04.08.2026 SMHPS MOU.pdf

RICHARDSON HOUSE AND LIZZIE'S TRAIL INN
MEMORANDUM OF UNDERSTANDING

This Richardson House and Lizzie's Trail Inn Memorandum of Understanding ("Agreement") is made by and between the City of Sierra Madre, a California municipal corporation, ("City") and the Sierra Madre Historical Preservation Society, a California non-profit, public benefit corporation ("SMHPS").

RECITALS

A. The Richardson House and Lizzie's Trail Inn are historic buildings located within Mount Wilson Trail Park within Sierra Madre, California (collectively referred to as the "Premises");

B. City and SMHPS entered into a 25-year lease agreement (2001-2026), whereby SMHPS maintained and operated the Premises as an interpretative museum;

C. City and SMHPS desire to continue their existing relationship by entering into an Agreement to formalize and clarify their respective obligations.

AGREEMENT

I. **Recitals.** The recitals above are true and correct and incorporated herein by reference.

II. **Term.** This Agreement will take effect upon the date of the last signature to this Agreement ("Effective Date") and will remain in effect until terminated. Either party may terminate this Agreement by providing at least 30 days' written notice to the other party.

III. **Status of Premises.** The Premises are the property of the City.

IV. **Status of Parties.** The SMHPS understands and agrees that its members are volunteers under this Agreement. SMHPS members and volunteers shall not represent themselves as employees or agents of the City. The City will not compensate SMHPS , its members, or its volunteers for activities related to this Agreement or for work under the City's direction.

V. **City's Obligations.**

a. City will pay all utilities for the Premises. Utilities include, but are not limited to:

1. Electrical
2. Water
3. Alarm Services

4. Internet/Wi-Fi/Broadband
5. Pest Control
6. Trash Service

b. City will maintain all landscaping for the Premises and at Mount Wilson Trail Park.

c. City will pay for 50 percent of the expense of any repair or maintenance of the Premises. The City's obligation shall be limited to $10,000 per fiscal year.

d. Any repairs, maintenance, or improvements over $20,000 will be considered for capital improvement and made part of the City's capital improvement plan, upon approval from City Council.

e. City will receive and file all participant waiver, application, and insurance forms related to the Events.

f. City will replace the roof of Lizzie's Trail Inn and repair the shed of the Richardson House within the first year of the Effective Date of this Agreement.

VI. SMHPS' Obligations.

a. SMHPS will operate the Premises as a historical information center.

b. SMHPS will be responsible for the maintenance and repair of the interior of the Premises and will maintain the interior of the Premises in good order and condition.

c. SMHPS will pay for 50 percent of the expense of any repair or maintenance of the Premises up to $10,000 per fiscal year. Any repairs, maintenance, or improvements over $20,000 will be brought to the City for consideration.

d. Prior to signing this Agreement, SMHPS will fully inspect the Premises and, after inspection, accept the Premises "as is" with no representation or warranty by City as to the condition of the Premises or its suitability for the intended use under this Agreement.

e. SMHPS at its sole cost and expense shall maintain during the term of this Agreement public liability and property damage insurance with a single combined liability limit of one million dollars, and property damage limits of not less than one million dollars ($1,000,000) insuring against all liability of SMHPS and its authorized representatives arising out of and in connection with SMHPS' use or occupancy of the Premises. Both the

City and the SMHPS shall be named as additional insureds, and the policies shall contain cross-liability endorsements.

f. SMHPS will abide by federal, state, and local law, the City's safety standards and direction, and any other health and safety requirements as deemed necessary by City staff.

g. SMHPS will annually report to the City Council providing a summary of the conditions of the Premises and its operational objectives and achievements.

VII. Publicity. SMHPS consents on behalf of its members and volunteers to City's use of volunteers' names, photos, likeness and written feedback in any and all publications, advertising and publicity, and grant permission to be filmed or taped by the City or the news media.

VIII. Release & Indemnity.

a. SMHPS shall release and hold harmless City from and defend and indemnify City against any and all claims, demands, actions, or liability for personal injury or property damage which may result from the repair, maintenance, improvement, or use of the Premises during the hours of operation of the The Richardson House and Lizzie's Trail Inn.

b. City shall release and hold harmless SMHPS from any and all claims, demands, actions, or liability for personal injury or property damage which may result from the repair, maintenance, improvement, or use of the Premises outside the hours of operation of the The Richardson House and Lizzie's Trail Inn.

IX. Exclusivity. The Parties agree that this Agreement effectively provides SMHPS with a revocable license to use the Premises as intended under this Agreement. That use shall not be exclusive, and the City may, in coordination with SMHPS, use the Premises for its own purposes.

X. Inspections. The City may conduct periodic inspections, with or without notice, to confirm the condition and structural integrity of the Premises.

XI. Non-assignment. The SMHPS shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than the SMHPS.

XII. Waiver. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or the SMHPS unless in writing signed by one

authorized to bind the party asserted to have consented to the waiver. The waiver by City or the SMHPS of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

XIII. Counterparts; Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

XIV. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected.

XV. Amendments. This Agreement represents the entire agreement between the parties. All prior negotiations, representations, and agreements between the parties are merged herein. Any change to the Agreement will require an amendment in writing signed by both parties.

XVI. Notice. Any notices, bills, invoices, or reports required by this Agreement shall be delivered by hand, email, or mail to the addresses and contacts listed below:

If to City:

City Manager
City of Sierra Madre
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Email: mbruckner@cityofsierramadre.com

If to the SMHPS:

Sierra Madre Historical Preservation Society
P.O. Box 202
Sierra Madre, CA 91025
Telephone: (626) 688-0048
Email: dianelsands@yahoo.com

With courtesy copy to:

Aleks R. Giragosian, Esq.
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd.., Ste. 850
Pasadena, Angeles, CA 91101
Telephone: (213) 542-5700
Email: agiragosian@chwlaw.us

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY"
City of Sierra Madre

Authorized Signatories:

Signature:_____

Printed:_____

Title: _____

Date: _____

"SMHPS"
Sierra Madre Historical Preservation Society

Signature:_____

Printed:_____

Title: _____

Date: _____

Attestation:

Signature:_____

Printed:_____

Title: City Clerk

Date: _____

Approval as to Form:

Signature:_____

Printed:_____

Title: City Attorney

Date: _____

CITY OF
SIERRA
MADRE

STAFF REPORT

LIBRARY & COMMUNITY SERVICES

DATE: April 14, 2026

TO: Honorable Mayor and City Council

FROM: Leila Regan, Library & Community Services Director

SUBJECT: **Second Reading of Ordinance No. 1492 Regulating Bingo**

RECOMMENDATION

It is recommended that the City Council conduct a second reading and adopt Ordinance No. 1492 adding Chapter 5.24 (Bingo Games) to Title 5 (Business Licenses and Regulations) of the Sierra Madre Municipal Code.

SUMMARY

Ordinance No. 1492 authorizes and establishes regulations for bingo games conducted by qualified nonprofit organizations within the City of Sierra Madre. The ordinance is consistent with Article IV, Section 19(c) of the California Constitution and California Penal Code Section 326.5, which allow local jurisdictions to permit bingo games for charitable purposes. The ordinance provides a regulatory framework that includes eligibility requirements, permitting procedures, operational standards, financial controls, and enforcement provisions to ensure compliance with State law and protection of the public welfare.

The City Council introduced and approved the first reading of Ordinance No. 1492 at its regular meeting on March 24, 2026. The ordinance is now presented for second reading and adoption.

DISCUSSION & ANALYSIS

Currently, gambling is prohibited within the City except where specifically authorized by law. Ordinance No. 1492 creates a local regulatory structure to allow bingo games conducted by qualified nonprofit organizations in compliance with State law.

The ordinance includes the following key provisions:

- **Authorization & Legal Basis:** Implements authority granted under the California Constitution and Penal Code to allow charitable bingo.
- **Eligibility Requirements:** Limits bingo operations to qualified nonprofit and charitable organizations, including those affiliated with schools and senior organizations.
- **Permit Process:** Requires organizations to obtain a City-issued permit and submit documentation verifying eligibility and operational details.
- **Operational Standards:** Establishes rules regarding public access, staffing, prize limits, and location requirements to ensure lawful operation.

- **Financial Controls:** Requires proper accounting, separate accounts for proceeds, and limits use of funds to charitable purposes and authorized expenses.
- **Enforcement:** Provides inspection authority and allows for permit suspension or revocation for violations.

The City Council considered Ordinance No. 1492 at a duly noticed public meeting and approved the first reading. No substantive changes have been made since the first reading. The ordinance is now presented for second reading and final adoption.

STRATEGIC PLAN RELATIONSHIP

This action supports the City's goals of maintaining effective governance, ensuring regulatory compliance, and supporting nonprofit organizations that provide community benefits.

ENVIRONMENTAL ANALYSIS

Not a CEQA Project under: PRC 21080(b)(8)- setting fees, rates, and charges

FISCAL IMPACT

There is no significant impact to the General Fund as a result of the recommended action. The ordinance allows for a nominal permit fee and cost recovery for public safety services, which may offset administrative and enforcement costs. Revenue and expenditures are difficult to estimate. Budgeted revenue and expenditures will be added during midyear budget adjustments.

Approved by:



_____

Michael Bruckner
City Manager

Attachments

1. Ordinance No. 1492 Adding Chapter 5.24 to Title 5 of the SMMC Authorizing and Regulating Bingo.pdf
2. 2026-03-24 Bingo Ordinance(438961.1).pdf

CITY OF
SIERRA MADRE

STAFF REPORT

COMMUNITY SERVICES

DATE: March 24, 2026

TO: Honorable Mayor and City Council

FROM: Leila Regan, Director of Museums, Library, and Community Services
By: AgendaLink, Support

SUBJECT: **Ordinance No. 1492 Adding Chapter 5.24 to Title 5 of the Sierra Madre Municipal Code Authorizing and Regulating Bingo**

RECOMMENDATION

It is recommended that the City Council introduce Ordinance No. 1492 adding Chapter 5.24 (Bingo Games) to Title 5 (Business Licenses and Regulations) of the Sierra Madre Municipal Code to authorize and regulate nonprofit bingo games within the City.

SUMMARY

The proposed ordinance would add Chapter 5.24 to the Sierra Madre Municipal Code to authorize and regulate nonprofit bingo games within the City. The ordinance is necessary because the City's previous bingo ordinance was removed during the 2023 update to the Business License Ordinance, and state law requires a local ordinance in order for nonprofit organizations to legally conduct bingo games.

DISCUSSION & ANALYSIS

Background

In 2023, the City Council adopted Ordinance No. 1468 to modernize and consolidate the City's business licensing regulations. As part of that update, several chapters of Title 5 were repealed, including Chapter 5.24 (Bingo Games), which had historically regulated charitable bingo operations within the City. The removal occurred because the City Attorney's Office determined that the chapter was outdated and could be addressed through the broader business license framework. However, because the prior bingo chapter was repealed, the Sierra Madre Municipal Code currently does not contain a local ordinance authorizing bingo games.

State Law Requirements

California law generally prohibits gambling unless expressly authorized; however, Article IV, Section 19(c) of the California Constitution and California Penal Code Section 326.5 allow cities and counties to permit bingo games conducted by qualified nonprofit organizations for charitable purposes if authorized by a local ordinance.

Under state law:

- Bingo games may only be conducted by eligible nonprofit organizations
- The games must be operated by members of the nonprofit organization
- Profits must be used only for charitable purposes
- Players must be physically present at the game location
- The value of prizes cannot exceed $500 per game

Importantly, state law allows bingo only if a city adopts an ordinance permitting the activity. Without such an ordinance, charitable bingo games cannot legally occur within the City.

Local Gambling Prohibition

The Sierra Madre Municipal Code currently prohibits gambling within the City except where specifically authorized by law. Because there is currently no local ordinance authorizing bingo, nonprofit organizations are effectively prohibited from conducting charitable bingo games within the City limits.

Proposed Ordinance No. 1492

The proposed ordinance would add Chapter 5.24 – Bingo Games to Title 5 of the Municipal Code to authorize and regulate nonprofit bingo games consistent with state law.

Key provisions include:

- Limiting bingo operations to qualified nonprofit organizations
- Requiring a permit issued by the City
- Limiting prizes to the amount allowed by state law
- Requiring proceeds to be used only for charitable purposes
- Establishing financial recordkeeping requirements
- Authorizing inspection and enforcement by City officials

The ordinance ensures that bingo games conducted within the City comply with both state law and local regulatory requirements while allowing nonprofit organizations to use bingo as a fundraising tool.

STRATEGIC PLAN RELATIONSHIP

The proposed ordinance supports the City's Strategic Plan by advancing the Public Safety objective of effectively enforcing municipal codes and maintaining regulatory compliance, while also promoting organizational sustainability through clear and updated municipal code provisions governing nonprofit bingo activities.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

FISCAL IMPACT

The ordinance allows the City to charge a permit fee of up to $50.00 for bingo licenses annually, consistent with California Penal Code Section 326.5; however, any such fee is limited to the amount necessary to recover administrative or public safety costs related to bingo activities. The City Council can also choose to waive this fee for non-profits. Therefore, the fiscal impact to the City is expected to be minimal and cost-neutral. Staff will absorb any net cost into the approved annual departmental budget, no additional appropriation is requested.

Approved by:

_____

Michael Bruckner
City Manager

Attachments

1. Business License Ordinance Amendment Staff Report-combined.pdf
2. GC 3265 Bingo games for charity.pdf
3. 2026-03-24 Bingo Ordinance(438961.1).pdf

ORDINANCE NO. 1492

AN ORDINANCE OF THE CITY OF SIERRA MADRE, CALIFORNIA, ADDING CHAPTER 5.24 (BINGO GAMES) TO TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF THE SIERRA MADRE MUNICIPAL CODE TO AUTHORIZE AND REGULATE BINGO GAMES

RECITALS

WHEREAS, Section 19(c) of the California Constitution authorizes the Legislature by statute to permit cities to provide bingo games for charitable purposes; and

WHEREAS, California Penal Code Section 326.5 provides that bingo games may be conducted by certain nonprofit organizations when authorized by a local ordinance and conducted in compliance with state law; and

WHEREAS, Section 9.16.010 of the Sierra Madre Municipal Code prohibits gambling within the City except where specifically authorized by law;

WHEREAS, the City Council desires to authorize and regulate bingo games conducted by qualified nonprofit organizations in order to ensure such activities are conducted for charitable purposes and in compliance with applicable law.

THEREFORE, THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. Addition. Chapter 5.24 (Bingo Games) of Title 5 (Business Licenses and Regulations) of the Sierra Madre Municipal Code is amended to a read as follows.

Chapter 5.24 – Bingo Games

5.24.010 Authority

This chapter is enacted pursuant to Article IV, Section 19(c) of the California Constitution and California Penal Code Section 326.5 authorizing local governments to permit bingo games conducted for charitable purposes by qualified nonprofit organizations.

5.24.020 Definitions

For purposes of this chapter:

"Bingo game" means a game of chance in which prizes are awarded on the basis of numbers or symbols on a card that correspond to numbers or symbols selected at random and announced by a live caller.

“Organization” means a nonprofit organization exempt from taxation under the Internal Revenue Code and California Revenue and Taxation Code as specified in California Penal Code Section 326.5.

“Permittee” means an organization authorized by the City to conduct bingo games pursuant to this chapter.

5.24.030 Eligible Organizations
Only the following organizations may apply for a permit to conduct bingo games:

1. Nonprofit organizations exempt from taxation under California Revenue and Taxation Code 23701 et seq. or Section 501 of the Internal Revenue Code.
2. Nonprofit senior citizen organizations.
3. Charitable organizations affiliated with Pasadena Unified School District.
4. Charitable organizations associated with private schools within the City of Sierra Madre.

All bingo proceeds must be used solely for charitable purposes.

5.24.040 Permit Required
A nonprofit organization shall not conduct or operate a bingo game within the City unless it has obtained a bingo permit from the City.

A bingo permit issued pursuant to this chapter shall be valid only for the location specified in the permit.

5.24.050 Application
Applications for bingo permits shall be submitted to the City on forms provided by the City and shall include:

1. Proof of nonprofit tax-exempt status
2. The name and address of the organization
3. The location where bingo games will be conducted
4. The names of persons responsible for conducting the games
5. Any additional information required by the City Manager or Police Chief

5.24.060 Permit Fee
The City may charge a permit fee not to exceed **$50 annually**, consistent with California Penal Code Section 326.5(l).

The City may also recover actual costs for law enforcement or public safety services related to bingo activities.

5.24.070 Operational Requirements
All bingo games conducted within the City shall comply with the following:

1. Bingo games shall be open to the public.
2. Games shall be conducted only on property owned, leased, or donated for use by the nonprofit organization or the City of Sierra Madre.
3. The games shall be operated only by members of the organization conducting the games.
4. Members operating the game shall not receive any wage, salary, or profit from the bingo games.
5. Security personnel may be paid from the revenues of bingo games, in accordance with state law.
6. All players must be physically present at the location where the bingo game is conducted.
7. Minors shall not participate in bingo games.
8. The value of prizes shall not exceed **$500 per game**.
9. The permittee shall include the identification number of the permit issued on any bingo advertisements.

5.24.080 Financial Controls
Organizations conducting bingo games shall:

1. Maintain accurate records of all bingo receipts and expenditures.
2. Deposit all bingo proceeds in a separate account used solely for bingo operations.
3. Use proceeds only for charitable purposes, prizes, permitted overhead expenses, and license fees as authorized by state law.

5.24.090 Inspection and Enforcement
The City Manager, Police Chief, or their authorized representatives may inspect any bingo game or related records to ensure compliance with this chapter and state law.
A bingo permit may be suspended or revoked for:

1. Violation of California Penal Code Section 326.5
2. Violation of any provision of this chapter
3. False statements in the permit application
4. Conduct that is injurious to the public welfare

5.24.110 Relationship to Gambling Prohibition
Nothing in this chapter shall be interpreted to authorize any form of gambling not expressly permitted under California Penal Code Section 326.5.
All other gambling activities remain prohibited within the City.

SECTION 3. CEQA. The City Council finds that adoption of this ordinance is not a project under the California Environmental Quality Act because per 14 CCR 15378(b)(5) it involves administrative regulatory actions that will not result in physical changes to the environment.

SECTION 4. Severability. If any sections, subsections, subdivisions, paragraph, sentence, clause or phrase of this Ordinance or any part hereof or exhibit hereto is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance or any part thereof or exhibit thereto. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraph, sentences, clauses or phrases be declared invalid.

SECTION 5. Certification. Pursuant to Government Code Section 36932, the City Clerk shall certify the passage, approval, and adoption of this Ordinance by the City Council.

SECTION 6. Publication. Pursuant to Government Code Section 36933, the City Clerk shall cause this Ordinance to be published or posted.

SECTION 7. Records. Pursuant to Government Code Section 40801, proof of certification and publication shall be entered in the book of Ordinances of the City Council.

SECTION 8. Effective Date. Pursuant to Government Code Section 36937, this Ordinance shall take effect thirty days after its adoption.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2026.

_____
Kirstine Lowe, Mayor

I HEREBY CERTIFY that the foregoing Ordinance was introduced by first reading on the ___ day of _____ 2026, and duly adopted at a regular meeting held on the ___ day of _____ 2026, by the City Council of the City of Sierra Madre, California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Laura Aguilar, City Clerk

CITY OF
SIERRA
MADRE

STAFF REPORT

PUBLIC WORKS SERVICES

DATE: April 14, 2026

TO: Honorable Mayor and City Council

FROM: Miguel Hernandez, Assistant City Manager
By: Eric Lozick, Management Analyst

SUBJECT: **Ratification of Administrative Increase to Purchase Order No. 26-00174 with Transtech Engineers, Inc. for Interim Public Works Project Management**

RECOMMENDATION

It is recommended that the City Council ratify the increase previously applied to Purchase Order No. 26-00174 in the amount of $20,462, increasing the original purchase order amount of $75,000 to a final purchase order amount of $95,462, for Public Works operational and engineering support services previously rendered by Transtech Engineers, Inc.

SUMMARY

During the vacancy in the Public Works Director position, the City engaged Transtech Engineers, Inc. to provide contracted support necessary to maintain continuity of essential Public Works operations. These services included assistance to the Public Works Project Manager, as well as routine engineering functions such as plan review and design evaluation. Purchase Order No. 26-00174 was originally issued in the amount of $75,000 to fund these services.

As services continued through the transition period, the total cost of work performed exceeded the original purchase order amount. Final invoices submitted for services already rendered brought the total cost under Purchase Order No. 26-00174 to $95,462, which is $20,462 above the original authorization. The purchase order has since been fully invoiced and closed. The purpose of this item is to present the previously applied purchase order increase to the City Council for formal ratification and to document the final expenditure associated with this specific purchase order.

This ratification pertains solely to the closeout of Purchase Order No. 26-00174. On January 27, 2026, the City Council separately approved Transtech Engineers, Inc. as one of four on-call engineering firms, authorizing a maximum expenditure of $200,000 for the remaining duration of Fiscal Year 2025/26 through Fiscal Year 2028/29. Any subsequent services performed under that separate on-call arrangement are administered pursuant to the applicable agreement, task order, and funding source.

DISCUSSION & ANALYSIS

Following the vacancy in the Public Works Director position in late 2025, the City engaged Transtech Engineers, Inc. to provide temporary operational support to maintain continuity in Public Works administration and related engineering review functions. Services billed to this purchase order included contracted leadership support by Brian Dickinson prior to his transition to direct City employment, as well as routine plan check and design review services.

Purchase Order No. 26-00174 was originally issued in the amount of $75,000. Due to the level of departmental support required and the volume of engineering review services performed during the transition period, the total cost of services exceeded the original purchase order authority. The need for the full increase was identified upon receipt and reconciliation of the final January and February 2026 invoices, at which point the total cost of services exceeded the original purchase order amount.

In March 2026, the City received final invoices associated with services billed to Purchase Order No. 26-00174 for January and February, totaling $37,905.50. With receipt of those invoices, the total cost billed under the purchase order reached $95,462. To reconcile the full cost of services previously rendered, the purchase order amount was increased by $20,462, from $75,000 to a final authorized amount of $95,462. The purchase order has since been fully invoiced and closed.

Because these services were already rendered for the benefit of the City, staff is presenting this item to formally ratify the increase previously applied to Purchase Order No. 26-00174 and to document the final expenditure associated with that historical purchase order.

Following the services described in this item, the City Council approved separate Professional Services Agreements for citywide on-call engineering services on January 27, 2026. Under that separate framework, Transtech Engineers, Inc. was awarded a not-to-exceed amount of $200,000. Future invoices related to services performed under the on-call engineering framework are being processed in accordance with the applicable agreement, task order, and funding source.

STRATEGIC PLAN RELATIONSHIP

This action supports the City’s ongoing objective of maintaining continuity of essential Public Works operations and administrative services. The engineering and plan check services associated with this purchase order also support Strategic Plan goals IG 1.4, Improve and Maintain Sidewalks, and IG 1.5, Improve and Maintain Streets, Infrastructure, and Growth Management.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3), as it consists of administrative and fiscal actions related to professional services already rendered and will not result in a direct or reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The recommended action ratifies the administrative increase of Purchase Order No. 26-00174 from $75,000 to $95,462, representing a $20,462 increase. The purchase order has been fully invoiced and is now closed. No additional budget appropriation is required and sufficient funding is available from all funding sources in the adopted FY 2025/26 budget. The $20,462 expenditure was allocated across multiple accounts in accordance with the cost distribution applied to these Public Works services, as follows:

Water (71000.81100.52200): $3,069.30
Sewer (72000.81200.52200): $3,069.30
General Fund (10000.83500.52100): $4,092.40
Gas Tax (38005.83500.52200): $2,046.20
ISF Fleet (60000.83100.52200): $4,092.40
ISF Facilities (60001.83200.52200): $4,092.40

Approved by:



_____

Michael Bruckner
City Manager

Attachments

1. Resolution 25-64 Amending the EM Classification Plan and Salary Matrix to Establish Public Works Director-City Engineer Position.pdf
2. Res 25-64 Allocation Attachment PW Director.pdf
3. Transtech PW - PSA.pdf

Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member

Sue Spears, City Treasurer

City of Sierra Madre

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Miguel Hernandez, Assistant City Manager
REVIEWED BY:	Michael Bruckner, City Manager Aleks Giragosian, City Attorney
DATE:	October 28, 2025
SUBJECT:	**RESOLUTION NO. 25-64 REVISING THE CLASSIFICATION PLAN AND SALARY MATRIX FOR EXECUTIVE MANAGEMENT**

STAFF RECOMMENDATION

It is recommended that the City Council adopt Resolution 25-64 (Attachment 1) amending the Classification Plan and Salary Matrix for Executive Management.

ALTERNATIVES

1. Adopt Resolution 25-64.
2. Provide alternative direction.

SUMMARY

The position of Public Works Director was recently vacated. During that time, the Assistant City Manager has served as Acting Public Works Director. To ensure continuity of operations, the City has contracted with Transtech to provide professional engineering and public works management support, funded through salary savings created by the vacancy and existing contract services budgets.

The Public Works Department is a full-service operation responsible for street maintenance, facility maintenance, fleet management, parks and landscape maintenance, and the City's water and wastewater utilities. For many years, Public Works and Utilities have operated as a single, combined department; however, the classification and salary range for the Public Works Director has remained largely unchanged during that period.

The current vacancy presents an opportunity to align the Public Works Director role with the department's scope and service delivery needs. City staff completed:

- An update to the Public Works Director job description to reflect modern responsibilities, including oversight of integrated Public Works/Utilities functions, capital project delivery, regulatory compliance, and asset management; and
- A salary study to evaluate the City's competitiveness for comparable positions in similarly situated agencies.

The updated classification clarifies essential functions, knowledge, skills, and abilities; defines leadership expectations for cross-functional teams; and aligns reporting relationships. The market study informs recommended compensation adjustments, if any, to support recruitment and retention.

The revised Public Works Director/City Engineer classification reflects the City's current operational needs and ensures compliance with California Business & Professions Code §6730.2(a). That section establishes the Legislature's intent that the same licensure requirements applied to private-sector professional engineers also apply to state and local agencies, and that at least one licensed engineer be designated as the person in responsible charge of each branch of professional engineering practiced by the agency. This can be achieved by hiring a professional engineer or by contracting for on-call engineering services.

Moreover, engineering deliverables produced for or by the City such as public works plans and specifications, plan checks, hydrology/hydraulic analyses, pavement and traffic studies, and other technical reports, must be reviewed and approved (signed and stamped) by a California-licensed professional engineer with responsible-charge authority. This requirement is fundamental for:

- Legal compliance with state licensure law and professional standards;
- Technical quality control, ensuring findings and recommendations are sound, reproducible, and defensible; and
- Risk management, reducing exposure related to design defects, construction claims, and audits.

Recently, the City has not maintained on-call relationships with licensed engineering firms for comprehensive responsible-charge services. Establishing a full-time Public Works Director/City Engineer will:

- Provide continuous responsible-charge coverage for the City's public works and utilities portfolio;
- Streamline plan check and approvals for capital and development projects;
- Improve coordination across streets, facilities, fleet, parks/landscape, water, and wastewater functions; and
- Enhance regulatory compliance and documentation (e.g., QA/QC protocols, stamping, and record retention).

If Council does not adopt the combined Public Works Director/City Engineer role, the City can instead retain a standalone Public Works Director and contract for an on-call licensed professional engineer to serve as the City's "responsible charge" for defined

scopes (including signing and stamping plans and studies), or use licensed engineers on a project-by-project basis through task orders to provide responsible-charge review and approvals as needed.

ANALYSIS

City staff completed a comprehensive review of the Public Works Director role and recommends retitling the classification to Public Works Director/City Engineer to reflect current operational needs and responsible-charge requirements. A redlined job description and a clean version are provided as Attachments 2 and 3. As a best practice prompted by the vacancy, staff conducted a salary study of eleven peer agencies (see Attachment 4). The analysis indicates the City's current salary range for comparable public works leadership positions is approximately 31% below the average and 38% below the median.

The existing 10-step Range 40 for Public Works Director is $10,833 (Step 1) to $13,529 (Step 10) per month. To address the market gap and improve recruitment competitiveness, staff recommends establishing the Public Works Director/City Engineer salary range at Range 405 $13,529 (Step 1) to $17,404 (Step 10). With this adjustment, the position would be 5% below the average and 10% below the median of the market, substantially improving competitiveness while remaining fiscally prudent.

Range	Step 1	Step 10
Current	$10,833	$13,529
Proposed	$13,529	$17,404

Assuming that any incumbent placement would begin at Step 1 in the proposed range, based on the current FY 2025 fully-burdened budgeted salary, the net cost to the City would be approximately $46,289; however, due to the Public Works Director position allocation in support of various funds and activities, the net cost to the General Fund is only estimated at $9,258. The chart below shows the breakdown.

Fund	% Allocated	Budget	Proposed	Net
Water	15	$28,209	$35,152	$6,943
Sewer	15	$28,209	$35,152	$6,943
General	**20**	**$37,612**	**$46,870**	**$9,258**
Gas Tax	10	$18,806	$23,435	$4,629
ISF - Fleet	20	$37,612	$46,870	$9,258
ISF - Facilities	20	$37,612	$46,870	$9,258
TOTAL	**100**	**$188,060**	**$234,349**	**$46,289**

Additionally, because several Executive Management classifications share the same salary range as the current Public Works Director, it is recommended that the Planning & Community Preservation Director be aligned with the Public Works Director/City Engineer to maintain internal equity within the Executive Management salary scale. Any change to the Planning & Community Preservation Director's current salary, however,

will be implemented in conjunction with future fee schedule updates during the FY 2026-2027 budget process to achieve 100% cost recovery.

Based on FY 2024-2025 actuals (unaudited) for the Planning & Community Preservation Department, the department's cost-recovery performance is as follows:

Permit Revenue	$1,525,427
Fire Check Revenue	$20,174
Business License	$103,042
Total Revenue	**$1,648,643**
Contract Services	$907,043
Personnel Costs	$693,931
Total Expenditures	**$1,600,974**
Net	**$47,669**
Cost Recovery	**103%**

Below is the estimated cost to the General Fund to change the Planning & Community Preservation salary schedule to align with the proposed Public Works Director/City Engineer position.

Fund	% Allocated	Budget	Proposed	Net
General	100	$192,715	$241,357	$48,642

The net cost to the General Fund for this realignment is approximately $48,642; however, when current fees are adjusted as part of the FY 2026-2027 budget process to account for this change, given the department's ability to generate 100% cost recovery, there should be minimal impact to the General Fund.

ENVIRONMENTAL (CEQA)

The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(4) of the CEQA Guidelines, as this pertains to government fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

STRATEGIC PLAN CORRELATION

The proposed action aligns with Strategic Plan Strategy OS 1.1 Improve Recruitment Potential and OS 1.3 to Enhance Staff Retention Efforts.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at sierramadreca.gov.

FISCAL IMPACT

The estimated impact to the General Fund in the current FY 2025-2026 budget year is approximately $9,258 to amend the salary schedule for the new Public Works/City Engineer position. Future impacts for the Planning & Community Preservation Director position salary change are estimated at $48,642 which will be offset by changes in the City's fee structure to ensure 100% cost recovery.

Attachments

1. Resolution 25-64
2. Public Works Director/City Engineer – Redline
3. Public Works Director/City Engineer – Clean
4. Public Works Director Position Salary Comparisons
5. Executive Management Salary Matrix
6. Executive Management Salary Matrix

ATTACHMENT 1

RESOLUTION NO. 25-64
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA MODIFYING THE EXECUTIVE MANAGEMENT CLASSIFICATION PLAN AND SALARY MATRIX

THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY RESOLVE:

WHEREAS, the City of Sierra Madre's Classification Plan and Salary Matrix identifies one full-time Public Works Director/Civil Engineer and Planning and Community Preservation Director which are positions of the Executive Management group; and

WHEREAS, the City Council is authorizing creating a new Range 405 for the Public Works Director/Civil Engineer and;

WHEREAS, the City Council is authorizing adding the Planning and Community Preservation Director position in the amended Compensation Plan and Salary Matrix Range 405 on July 1, 2026;

WHEREAS, in the amended Classification Plan and Salary Matrix, the salary, duties, responsibilities, training, and experience for all other positions remain the same;

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. The City Council adopts the amended City of Sierra Madre Classification Plan and Salary Matrix, included herein as Attachments 5 and 6.

SECTION 2. That the changes to the Executive Management Classification Plan and Salary Matrix by placing the Public Works Director/Civil Engineer in the newly created Range 405 will take effect October 28, 2025.

Section 3. That the changes to the Executive Management Classification Plan and Salary Matrix by adding the Planning & Community Preservation Director position in Range 405 effective July 1, 2026.

Passed, Approved and Adopted on the 28th day of October 2025.

_____
Robert Parkhurst
Mayor, City of Sierra Madre, CA

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City of Sierra Madre City Council on the 28th day of October 2025 by the Sierra Madre City Council following a roll call vote:

Ayes

Noes

Absent

_____
Laura Aguilar
City Clerk, City of Sierra Madre, CA

Job Description

City of Sierra Madre
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
(626) 355-7135 ~~Fax (626) 355-2251~~
~~www.cityofsierramadre.com~~sierramadreca.gov

Job Title:	Public Works Director/City Engineer
Department/Division:	Public Works Department
Reports To:	City Manager
Exemption Status:	Exempt
Work Week:	Not Applicable
Classification:	Not Applicable
Bargaining Group:	Executive Management
Date Prepared:	~~August 3, 2023~~October 1, 2025 (Revised)

GENERAL PURPOSE

Under ~~general~~ administrative direction, ~~to~~ plans, directs, and manages, ~~and oversee~~ the activities and operations of the Public Works ~~Services~~ Department including streets, water, wastewater, engineering, sanitation, fleet, facilities, infrastructure maintenance, capital improvements, and contract services; establishes department goals, objectives, policies, and procedures; to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager.

CLASSIFICATION CHARACTERISTICS

Not Applicable

ESSENTIAL FUNCTIONS

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Develops, recommends and implements goals, objectives, policies, operating procedures and controls for engineering design and review, capital construction, and inspection, infrastructure and equipment maintenance and related functions.
- Plans, organizes, assigns, directs, reviews and evaluates the work of staff; selects personnel and provides for their training and development; interprets City policies to employees.
- Supervises staff in the areas of streets, facilities, fleet, water and wastewater utilities, parks and landscape maintenance.
- May serve as City Engineer or oversees and coordinates the work of City engineering staff or contract professional experts providing technical services to the City; negotiates and administers consultant contracts.
- Prepares and administers capital improvement budgets and projects; ensures that such projects are completed within plans, specifications, and budgets and in a timely manner; directs and coordinates public works inspection activities.

Redlined Draft

- Develops and administers the Department's budgets; oversees and completes the preparation, submission, and implementation of all budgets for building and equipment maintenance, and the water, wastewater, parks, and streets operations; prepares and/or reviews staff reports, contracts, agreements, resolutions, ordinances, and bid documents for the various functions; monitors the approved department budget; coordinates with outside vendors for various supplies and services; requisitions and orders needed materials, parts, and equipment.
- Directs and coordinates the work of staff involved in the maintenance and repair of City streets, storm and sanitary sewers, water production and distribution facilities; landscaped areas, facilities and equipment; recommends and oversees contract maintenance and repair services as appropriate.
- Directs and monitors contract services for assessment districts' maintenance.
- Develops and implements work standards, reporting procedures and related internal controls to support effective management of assigned functions.
- Oversees the selection, training, motivation, and evaluation of personnel; assumes responsibility for motivating and evaluating assigned personnel; provides necessary training; initiates disciplinary procedures as is appropriate.
- Maintains complete records of the water system and wastewater collection infrastructure; water sampling and testing; provides coordination of water and wastewater utility programs and projects.
- Attends meetings and makes oral presentations before the City Council, commissions, committees, community groups, boards, and other governmental agencies.
- Monitors legislation and developments related to planning, building, and public works related matters; evaluates their impact upon City activities; recommends and implements improved policies and procedures.
- Responds to difficult questions and concerns from the general public, contractors, vendors, and outside agencies; provides information as is appropriate and resolves public service or operational complaints; establishes and maintains a customer service orientation within assigned department.
- Establishes positive working relationships with representatives of community organizations, state/ local agencies and associations, City management and staff, and the public.

Performs other related duties as required.

-
- ~~Performs contract administration of public works projects including the technical review and approval of plans, designs and construction.~~
- ~~Supervises staff in the areas of Streets, Fleet mechanic, Utilities, Parks maintenance; assigns, reviews, plans, and coordinates work, selects new employees; responsible for approving promotions, salary increases, transfers or discharges; performs personnel evaluations;~~
- ~~Enforces rules and regulations governing projects including contractual works records and preparation of required reports;~~
- ~~Monitors work progress and valuates products, methods and procedures utilized to ensure work is completed in a safe, effective and timely manner;~~

~~Establishes work schedules and priorities for staff according to over-all departmental directives and timelines; develops and implements work methods for assigned tasks;~~

~~Prepares the Department Budget; monitors and records accounts receivables, purchase requisitions and invoices;~~

~~Develops and implements the Department's Capital Improvement Program and budget; directs the preparation of plans, specifications, cost estimates and contract documents; oversees the administration of contracts; visits construction sites to ensure conformance to plans; reviews and approves payments and billings for contract services.~~

~~Investigates and resolves disputes and complaints from developers, contractors, engineers, and citizens involving public works construction.~~

~~Reviews legal descriptions for public easements for street right-of-ways and private properties.~~

~~Monitors the condition of the City's infrastructure, including streets, sidewalks, curbs, gutters, storm drains, sewer collection system, water distribution system, buildings, trees, traffic control device, and other related facilities and equipment for maintenance, repair and replacement.~~

~~Coordinates engineering and building activities relating to City's Public Work's operation;~~

Redlined Draft

~~Plans, designs, and reviews the City's and Community Development Agency's capital improvement programs and traffic engineering function, including traffic, signage and street light maintenance;~~
~~Participates in monthly safety meeting and in safety related programs;~~
~~Develops, implements and maintains departmental goals, objectives, policies and procedures; reviews and evaluates work methods and procedures for improving organizational performance, enhancing services and meeting goals; ensures that goals are achieved.~~
~~Plans, directs and develops the Department's work plan; assigns work activities and responsibilities to appropriate department personnel; reviews and evaluates organizational effectiveness and productivity; identifies and resolves problems and/or issues.~~
~~Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.~~
~~Performs other related duties as required.~~

QUALIFICATIONS GUIDELINES

Language Ability and Interpersonal Communication:

- Ability to comprehend and correctly use a variety of informational documents including water quality reports, budget reports, correspondence and development plans;
- Ability to prepare personnel performance evaluations, water productions charts, ~~Waste~~ wastewater productions charts, building permits charts, excavation permits, correspondence and reports to the City Council reports to the City Council;
- Ability to comprehend a variety of reference books and manuals ~~including Subdivision Map Act, City Code book, Green Book, Transportation Handbook, and personnel Rules and Regulations~~related to civil, water, wastewater, traffic, and transportation engineering;~~;~~
- ~~Ability to communicate effectively with coworkers, staff, citizens, City Administrators, and personnel from other agencies, such as Los Angeles County, CALTRANS, State Office of Drinking Water and USDA Soil Conservation orally and in writing.~~
- ~~Ability to~~ ~~Provide administrative and professional leadership and direction for the Public Works Services Department.~~
- ~~Develop, implement, and administer goals, objectives, and procedures for providing effective and efficient public works services.~~
- ~~Plan, organize, direct, and coordinate the work of management, supervisory, professional, technical, and clerical personnel; delegate authority and responsibility.~~
- ~~Select, supervise, train, and evaluate staff.~~
- ~~Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.~~
- ~~Research, analyze, and evaluate new service delivery methods, procedures, and techniques.~~
- ~~Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.~~
- ~~Prepare clear and concise administrative and financial reports.~~
- ~~Interpret and apply the policies, procedures, laws, codes, and regulations pertaining to assigned programs and functions.~~
- c~~C~~ommunicate clearly and concisely, both orally and in writing, and maintain effective working relationships
- Ability to interpret, explain, and apply applicable laws, codes, and regulations;
- Ability to read, interpret, and record data accurately;
- Ability to organize, prioritize, and follow-up on work assignments;
- Ability to work independently and as part of a team; and
- Ability to make sound decisions within established guidelines and analyze a complex issue and develop and implement an appropriate response~~.~~

Redlined Draft

Education/Training/Experience:

Any combination of education and experience that has provided the knowledge, skills, and abilities, or the equivalent of sSeven years of progressively responsible experience in public works, public utility, city engineering, administration, operation, methods and procedures and including construction, drafting, and budgeting; at least ~~two~~ three years in supervisory capacity. Equivalent to graduation from a four year college or university with major coursework in~~;~~ ~~a bachelor's degree in c~~Civil e~~E~~ngineering or a related field. Master's degree is highly desirable. ~~; or any equivalent combination of training and experience which provide the required skills, knowledge and abilities~~

Licenses; Certificates; Special Requirements:

Registration in the State of California as a Professional Civil Engineer is preferred but not required. A valid Class C California driver's license or higher.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PYSICAL DEMANDS:

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; stand; talk and hear; walk; sit; climb or balance; stoop, kneel, crouch or crawl; and lift or move up to ~~100~~ 50 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

MENTAL DEMANDS:

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or new skills; work under deadlines with constant interruptions; interact with City staff and other organizations; and frequently deal with dissatisfied or quarrelsome individuals.

WORK ENVIRONMENT

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee is regularly exposed to wet and/or humid conditions, traffic, and risk of electrical shock. The noise level in the work environment is usually moderate.

DISASTER SERVICE WORKERS

All City of Sierra Madre employees are designated Disaster Service Workers through state and local law (California Government Code Section 3100-3109). Employment with the City requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Worker-related training as assigned, and to return to work in the event of an emergency.

EQUAL OPPORTUNITY EMPLOYER

The City of Sierra Madre is an Equal Opportunity Employer. In compliance with the Americans With Disabilities Act, the City of Sierra Madre will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

Redlined Draft

This Job Description has been prepared for the City of Sierra Madre for using in planning, staffing, budgeting and/or evaluation of employees. It also provides employees with guide to the duties they are expected to effectively perform in the course of their employment with the City of Sierra Madre.

I have read the Job Description and believe that it does accurately define the job.

Employee Signature	Date
Department Head / Supervisor Signature	Date

Redlined Draft

ATTACHMENT 3

Job Description

City of Sierra Madre
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
(626) 355-7135
sierramadreca.gov

Job Title:	Public Works Director/City Engineer
Department/Division:	Public Works Department
Reports To:	City Manager
Exemption Status:	Exempt
Work Week:	Not Applicable
Classification:	Not Applicable
Bargaining Group:	Executive Management
Date Prepared:	October 1, 2025 (Revised)

GENERAL PURPOSE

Under administrative direction, plans, directs, and manages, the activities and operations of the Public Works Department including streets, water, wastewater, engineering, sanitation, fleet, facilities, infrastructure maintenance, capital improvements, and contract services; establishes department goals, objectives, policies, and procedures; to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager.

CLASSIFICATION CHARACTERISTICS

Not Applicable

ESSENTIAL FUNCTIONS

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Develops, recommends and implements goals, objectives, policies, operating procedures and controls for engineering design and review, capital construction, and inspection, infrastructure and equipment maintenance and related functions.
- Plans, organizes, assigns, directs, reviews and evaluates the work of staff; selects personnel and provides for their training and development; interprets City policies to employees.
- Supervises staff in the areas of streets, facilities, fleet, water and wastewater utilities, parks and landscape maintenance.
- May serve as City Engineer or oversees and coordinates the work of City engineering staff or contract professional experts providing technical services to the City; negotiates and administers consultant contracts.
- Prepares and administers capital improvement budgets and projects; ensures that such projects are completed within plans, specifications, and budgets and in a timely manner; directs and coordinates public works inspection activities.
- Develops and administers the Department's budgets; oversees and completes the preparation, submission, and implementation of all budgets for building and equipment maintenance, and the water, wastewater, parks,

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and streets operations; prepares and/or reviews staff reports, contracts, agreements, resolutions, ordinances, and bid documents for the various functions; monitors the approved department budget; coordinates with outside vendors for various supplies and services; requisitions and orders needed materials, parts, and equipment.

- Directs and coordinates the work of staff involved in the maintenance and repair of City streets, storm and sanitary sewers, water production and distribution facilities; landscaped areas, facilities and equipment; recommends and oversees contract maintenance and repair services as appropriate.
- Directs and monitors contract services for assessment districts' maintenance.
- Develops and implements work standards, reporting procedures and related internal controls to support effective management of assigned functions.
- Oversees the selection, training, motivation, and evaluation of personnel; assumes responsibility for motivating and evaluating assigned personnel; provides necessary training; initiates disciplinary procedures as is appropriate.
- Maintains complete records of the water system and wastewater collection infrastructure; water sampling and testing; provides coordination of water and wastewater utility programs and projects.
- Attends meetings and makes oral presentations before the City Council, commissions, committees, community groups, boards, and other governmental agencies.
- Monitors legislation and developments related to planning, building, and public works related matters; evaluates their impact upon City activities; recommends and implements improved policies and procedures.
- Responds to difficult questions and concerns from the general public, contractors, vendors, and outside agencies; provides information as is appropriate and resolves public service or operational complaints; establishes and maintains a customer service orientation within assigned department.
- Establishes positive working relationships with representatives of community organizations, state/ local agencies and associations, City management and staff, and the public.
- Performs other related duties as required.

QUALIFICATIONS GUIDELINES

Language Ability and Interpersonal Communication:

- Ability to comprehend and correctly use a variety of informational documents including water quality reports, budget reports, correspondence and development plans;
- Ability to prepare personnel performance evaluations, water productions charts, wastewater productions charts, building permits charts, excavation permits, correspondence and reports to the City Council reports to the City Council;
- Ability to comprehend a variety of reference books and manuals related to civil, water, wastewater, traffic, and transportation engineering;
- Ability to communicate clearly and concisely, both orally and in writing, and maintain effective working relationships
- Ability to interpret, explain, and apply applicable laws, codes, and regulations;
- Ability to read, interpret, and record data accurately;
- Ability to organize, prioritize, and follow-up on work assignments;
- Ability to work independently and as part of a team; and
- Ability to make sound decisions within established guidelines and analyze a complex issue and develop and implement an appropriate response

Education/Training/Experience:

Any combination of education and experience that has provided the knowledge, skills, and abilities, or the equivalent of seven years of progressively responsible experience in public works, public utility, city engineering, administration, operation, methods and procedures and including construction, drafting, and budgeting; at least

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three years in supervisory capacity. Equivalent to graduation from a four year college or university with major coursework in civil engineering or a related field. Master's degree is highly desirable.

Licenses; Certificates; Special Requirements:

Registration in the State of California as a Professional Civil Engineer is preferred but not required. A valid Class C California driver's license or higher.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PYSICAL DEMANDS:

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; stand; talk and hear; walk; sit; climb or balance; stoop, kneel, crouch or crawl; and lift or move up to 50 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

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EQUAL OPPORTUNITY EMPLOYER

The City of Sierra Madre is an Equal Opportunity Employer. In compliance with the Americans With Disabilities Act, the City of Sierra Madre will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

DRAFT

This Job Description has been prepared for the City of Sierra Madre for using in planning, staffing, budgeting and/or evaluation of employees. It also provides employees with guide to the duties they are expected to effectively perform in the course of their employment with the City of Sierra Madre.

I have read the Job Description and believe that it does accurately define the job.

Employee Signature	Date
Department Head / Supervisor Signature	Date

DRAFT

ATTACHMENT 4

Proposed			1	2	3	4	5	6	7	8	9	10
40	Planning & Community Preservation Director Utilities Director Public Works Director Administrative Services Director/City Clerk	**Annual**	$ 167,232	$ 171,413	$ 175,698	$ 180,086	$ 184,600	$ 189,218	$ 193,939	$ 198,786	$ 203,757	$ 208,853
		Hourly	$ 80.40	$ 82.41	$ 84.47	$ 86.58	$ 88.75	$ 90.97	$ 93.24	$ 95.57	$ 97.96	$ 100.41

3.0% increase			1	2	3	4	5	6	7	8	9	10
40	Planning & Community Preservation Director Utilities Director Public Works Director Administrative Services Director/City Clerk	**Annual**	$ 133,910	$ 137,238	$ 140,670	$ 144,186	$ 147,805	$ 151,486	$ 155,293	$ 159,162	$ 163,134	$ 167,232
		Hourly	$ 64.38	$ 65.98	$ 67.63	$ 69.32	$ 71.06	$ 72.83	$ 74.66	$ 76.52	$ 78.43	$ 80.40

	Current Rate Step 3	New Rate Step 1	Difference	Fully Burden Current	Fully Burden Proposed	Fully Burden Difference
Planning Director - Step 3	140,670	167,232	-26,562	192,715	230,832	-38,117
Public Works Director - Active	133,910			188,060		
Public Works Director - Proposed	167,232		-33,322	234,348		-46,288

Public Works Director Allocation					
71000-81100-51110 Water	15%	$ (6,943.20)	28209	35152.2	6943.2
72000-81200-51110 Sewer	15%	$ (6,943.20)	28209	35152.2	6943.2
10000-83500-51110 General Fund	20%	$ (9,257.60)	37612	46869.6	9257.6
38005-83500-51110 Gas Tax	10%	$ (4,628.80)	18806	23434.8	4628.8
60000-83100-51110 ISF - Fleet	20%	$ (9,257.60)	37612	46869.6	9257.6
60001-83200-51110 ISF - Facilities	20%	$ (9,257.60)	37612	46869.6	9257.6
	100%	$ (46,288.00)			

ATTACHMENT

Public Works Director
Cost Allocation

Fully Burdened	$ 234,348
Pay Periods	26
Cost Per Period	$ 9,013.38
FY Pay Periods	8
FY Costs	$ 72,107.08
Savings	$ 162,240.92

Public Works Director Allocation			Full	Savings
71000-81100-51110	Water	15%	$ 35,152.20	$ 24,336.14
72000-81200-51110	Sewer	15%	$ 35,152.20	$ 24,336.14
10000-83500-51110	General Fund	20%	$ 46,869.60	$ 32,448.18
38005-83500-51110	Gas Tax	10%	$ 23,434.80	$ 16,224.09
60000-83100-51110	ISF - Fleet	20%	$ 46,869.60	$ 32,448.18
60001-83200-51110	ISF - Facility	20%	$ 46,869.60	$ 32,448.18
		100%	$ 234,348.00	$ 162,240.92

	FY 24/25 Actuals
Planning	
Permits Revenue	1525427
Fire Check Revenue	20174
Business License	103042
Contract Services	-907043
Personnel Costs	-693931
Balance	47669
Revenues	1648643
Expenditures	-1600974
Net	47669
	-103.0%

ATTACHMENT

		Step 1	Step 5	Step 7	Step 9	Step 10	Step 12	Step 20	Note:
Santa Fe Springs	Public Works Director/City Engineer	$ 15,197.54				$ 19,829.34			
Commerce	Director of Public Works	$ 14,241.71	$ 17,351.99						
Westlake Village	n/a								Public Works Manager
La Canada Flintridge	Director of Public Works	$ 11,839.00		$ 15,111.00					
Hawaiian Gardens	n/a								Public Works Manager
Artesia	n/a								Public Works Manager
Claremont	Community Services Director	$ 15,262.95						$ 18,439.37	
San Dimas	Director of Public Works	$ 14,830.00			$ 18,026.00				
South Pasadena	Public Works Director	$ 11,647.00		$ 15,609.00					
San Marino	Parks & Public Works Director/City Engineer	$ 15,032.00	$ 18,272.00						
Signal Hill	Public Works Director/City Engineer	$ 15,354.94					$ 20,147.01		
	Average	**$ 14,175.64**						**$ 17,848.21**	
	Median	**$ 14,931.00**						**$ 18,149.00**	
Sierra Madre		**$ 10,830.50**				**$ 13,528.92**			
	Average Variance ($)	$ (3,345.14)				$ (4,319.30)			
	Average Variance (%)	-30.9%				-31.9%			
	Median Variance ($)	$ (4,100.50)				$ (4,620.08)			
	Median Variance (%)	-37.9%				-34.15%			

	Current Rate	New Rate Same Step	Difference	Fully Burden Current	Fully Burden Proposed	Fully Burden Difference	Fully Burden Combined
Planning Director	140,670	175,698	-35,028	192,715	241,357	-48,642	-102,634
Admin Services Director	147,805	184,600	-36,795	215,911	269,903	-53,992	
Public Works Director - Active	133,910			188,060			
Public Works Director - Proposed	167,232		-33,322	234,348		-46,288	

ATTACHMENT

Attachment - 5

Salary Matrix - Executive Management

July 13, 2025
Fiscal Year 2025-26

Range	Position Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
39	Fire Chief	Annual Salary	$ 143,229	$ 146,806	$ 150,467	$ 154,232	$ 158,080	$ 162,032	$ 166,088	$ 170,248	$ 174,491	$ 178,859
		Hourly	$ 68.86	$ 70.58	$ 72.34	$ 74.15	$ 76.00	$ 77.90	$ 79.85	$ 81.85	$ 83.89	$ 85.99
40	Utilities Director Administrative Services Director/City Clerk Planning & Community Preservation Director	Annual Salary	$ 133,910	$ 137,238	$ 140,670	$ 144,186	$ 147,805	$ 151,486	$ 155,293	$ 159,162	$ 163,134	$ 167,232
		Hourly	$ 64.38	$ 65.98	$ 67.63	$ 69.32	$ 71.06	$ 72.83	$ 74.66	$ 76.52	$ 78.43	$ 80.40
43	Police Chief	Annual Salary	$ 143,229	$ 146,806	$ 150,467	$ 154,232	$ 158,080	$ 162,032	$ 166,088	$ 170,248	$ 174,491	$ 178,859
		Hourly	$ 68.86	$ 70.58	$ 72.34	$ 74.15	$ 76.00	$ 77.90	$ 79.85	$ 81.85	$ 83.89	$ 85.99
44	Finance Director	Annual Salary	$ 148,158	$ 151,882	$ 155,667	$ 159,557	$ 163,550	$ 167,648	$ 171,829	$ 176,134	$ 180,523	$ 185,037
		Hourly	$ 71.23	$ 73.02	$ 74.84	$ 76.71	$ 78.63	$ 80.60	$ 82.61	$ 84.68	$ 86.79	$ 88.96
406	Library Services Director	Annual Salary	$ 82,618	$ 84,677	$ 86,798	$ 88,962	$ 91,187	$ 93,475	$ 95,805	$ 98,197	$ 100,651	$ 103,168
		Hourly	$ 39.72	$ 40.71	$ 41.73	$ 42.77	$ 43.84	$ 44.94	$ 46.06	$ 47.21	$ 48.39	$ 49.60
46	Assistant City Manager	Annual Salary	$ 138,798	$ 145,746	$ 153,026	$ 160,680	$ 168,730	$ 177,154	$ 186,014	$ 195,312	$ 205,088	$ 215,342
		Hourly	$ 66.73	$ 70.07	$ 73.57	$ 77.25	$ 81.12	$ 85.17	$ 89.43	$ 93.90	$ 98.60	$ 103.53
405	Public Works Director / Civil Engineer	Annual Salary	$ 167,232	$ 171,413	$ 175,698	$ 180,086	$ 184,600	$ 189,218	$ 193,939	$ 198,786	$ 203,757	$ 208,853
		Hourly	$ 80.40	$ 82.41	$ 84.47	$ 86.58	$ 88.75	$ 90.97	$ 93.24	$ 95.57	$ 97.96	$ 100.41

Amended Range 39 - effective July 2, 2023 - Resolution 23-54
Amended Range 40 - effective July 1, 2025 - Resolution 25-36
Added Range 405 - Effective October 28, 2025 Resolution 25-64

Attachment - 6

Salary Matrix - Executive Management

July 1, 2026
Fiscal Year 2026-27

Range	Position Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
39	Fire Chief	Annual Salary	$ 143,229	$ 146,806	$ 150,467	$ 154,232	$ 158,080	$ 162,032	$ 166,088	$ 170,248	$ 174,491	$ 178,859
		Hourly	$ 68.86	$ 70.58	$ 72.34	$ 74.15	$ 76.00	$ 77.90	$ 79.85	$ 81.85	$ 83.89	$ 85.99
40	Utilities Director Administrative Services Director/City Clerk	Annual Salary	$ 133,910	$ 137,238	$ 140,670	$ 144,186	$ 147,805	$ 151,486	$ 155,293	$ 159,162	$ 163,134	$ 167,232
		Hourly	$ 64.38	$ 65.98	$ 67.63	$ 69.32	$ 71.06	$ 72.83	$ 74.66	$ 76.52	$ 78.43	$ 80.40
43	Police Chief	Annual Salary	$ 143,229	$ 146,806	$ 150,467	$ 154,232	$ 158,080	$ 162,032	$ 166,088	$ 170,248	$ 174,491	$ 178,859
		Hourly	$ 68.86	$ 70.58	$ 72.34	$ 74.15	$ 76.00	$ 77.90	$ 79.85	$ 81.85	$ 83.89	$ 85.99
44	Finance Director	Annual Salary	$ 148,158	$ 151,882	$ 155,667	$ 159,557	$ 163,550	$ 167,648	$ 171,829	$ 176,134	$ 180,523	$ 185,037
		Hourly	$ 71.23	$ 73.02	$ 74.84	$ 76.71	$ 78.63	$ 80.60	$ 82.61	$ 84.68	$ 86.79	$ 88.96
406	Library Services Director	Annual Salary	$ 82,618	$ 84,677	$ 86,798	$ 88,962	$ 91,187	$ 93,475	$ 95,805	$ 98,197	$ 100,651	$ 103,168
		Hourly	$ 39.72	$ 40.71	$ 41.73	$ 42.77	$ 43.84	$ 44.94	$ 46.06	$ 47.21	$ 48.39	$ 49.60
46	Assistant City Manager	Annual Salary	$ 138,798	$ 145,746	$ 153,026	$ 160,680	$ 168,730	$ 177,154	$ 186,014	$ 195,312	$ 205,088	$ 215,342
		Hourly	$ 66.73	$ 70.07	$ 73.57	$ 77.25	$ 81.12	$ 85.17	$ 89.43	$ 93.90	$ 98.60	$ 103.53
405	Public Works Director / Civil Engineer Planning & Community Preservation Director	Annual Salary	$ 167,232	$ 171,413	$ 175,698	$ 180,086	$ 184,600	$ 189,218	$ 193,939	$ 198,786	$ 203,757	$ 208,853
		Hourly	$ 80.40	$ 82.41	$ 84.47	$ 86.58	$ 88.75	$ 90.97	$ 93.24	$ 95.57	$ 97.96	$ 100.41

Amended Range 39 - effective July 2, 2023 - Resolution 23-54
Amended Range 40 - effective July 1, 2025 - Resolution 25-36
Added Range 405 - Effective October 29, 2025 Resolution 25-XX
Added Planning & Community Preservation Director to Range 405 - Effective July 1, 2026 Resolution 25-64

Public Works Director
Cost Allocation

Fully Burdened	$ 234,348
Pay Periods	26
Cost Per Period	$ 9,013.38
FY Pay Periods	8
FY Costs	$ 72,107.08
Savings	$ 162,240.92

Public Works Director Allocation			Full	Savings
71000-81100-51110	Water	15%	$ 35,152.20	$ 24,336.14
72000-81200-51110	Sewer	15%	$ 35,152.20	$ 24,336.14
10000-83500-51110	General Fund	20%	$ 46,869.60	$ 32,448.18
38005-83500-51110	Gas Tax	10%	$ 23,434.80	$ 16,224.09
60000-83100-51110	ISF - Fleet	20%	$ 46,869.60	$ 32,448.18
60001-83200-51110	ISF - Facility	20%	$ 46,869.60	$ 32,448.18
		100%	$ 234,348.00	$ 162,240.92

	FY 24/25 Actuals
Planning	
Permits Revenue	1525427
Fire Check Revenue	20174
Business License	103042
Contract Services	-907043
Personnel Costs	-693931
Balance	47669
Revenues	1648643
Expenditures	-1600974
Net	47669
	-103.0%

ATTACHMENT

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PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES
(City of Sierra Madre / *Transtech*)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Sierra Madre, a California municipal corporation ("City"), and Transtech Engineers, Inc., a California corporation ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: professional support services including consulting and advice to Assistant City Manager in carrying out Acting Public Works Director duties.

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and professional skill of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

3.1. "Scope of Services": Such professional services as are set forth in Consultant's October 6, 2025 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Assistant City Manager Miguel Hernandez. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

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3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Seventy Five Thousand Dollars ($75,000).

3.5. "Commencement Date": October 27, 2025.

3.6. "Termination Date": October 27, 2026.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

5.1. **Services**. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Consultant shall perform all work in a manner consistent with the professional skill and care ordinarily provided by members of Consultant's profession practicing in the same or similar locality under the same or similar circumstances and in a manner reasonably satisfactory to City. Consultant shall keep

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itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.

5.7. **Campaign Contributions.** This Agreement is subject to Government Code Section 84308. Consultant shall disclose any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the Consultant or the Consultant's agent to a City Officer or his or her committee. In the case of a contribution, Consultant shall request and provide a signed copy of the Campaign Contribution Disclosure Form to the City prior to, or concurrent with, the Consultant's execution of this Agreement.

5.8. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Assistant City Manager Miguel Hernandez shall be Consultant's project administrator and shall have direct responsibility for coordination of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

5.9. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

5.10. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

5.11. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

5.12. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to

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charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

5.13. **Skilled and Trained Workforce Requirement.** When the use of a skilled and trained workforce is required to complete a contract pursuant to existing law, this contract is subject to such requirement and Consultant agrees to use a skilled and trained workforce.

5.14. **Conflict of Interest Disclosure**. Pursuant to Government Code Section 1097.6, subdivision (c)(1), "[The] [C]onsultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. [C]onsultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. [C]onsultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by [Consultant] pursuant to this agreement."

6. SUBCONTRACTING

6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as

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set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.

7.7. **Right to Withhold Payments.** If Consultant fails to promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written materials") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as

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provided by law. If City modifies or uses the written materials for purposes other than that for which they were prepared, it does so at its sole risk and without liability to Consultant. Consultant may take and retain copies of such written products as desired, but no such written materials shall be the subject of a copyright application by Consultant.

9. RELATIONSHIP OF PARTIES

9.1. General. Consultant is, and shall at all times remain as to City, a wholly independent contractor.

9.2. No Agent Authority. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9.3. Independent Contractor Status. Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations regarding Consultant's employees including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

9.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

10. INDEMNIFICATION

10.1. **Definitions.** For purposes of this Section 10, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

10.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage to the extent arising out

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of or in connection with Consultant's negligence, recklessness or willful misconduct. Consultant's obligation to defend City shall not be upfront, but rather a reimbursement of the attorneys' fees and costs incurred by City to the extent they arise out of Consultant's negligence, recklessness, or willful misconduct, or as the parties otherwise agree in settlement.

10.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole or active negligence or willful misconduct of the City.

10.4. **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation.

10.5. **Intentionally omitted**.

10.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

10.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

10.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

11.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

11.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

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- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Assistant City Manager Consulting.
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

11.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

• Professional Liability Insurance:	$1,000,000 per occurrence, $2,000,000 aggregate
• General Liability:	
• General Aggregate:	$2,000,000
• Products Comp/Op Aggregate	$2,000,000
• Personal & Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000
• Fire Damage (any one fire)	$ 50,000
• Medical Expense (any 1 person)	$ 5,000
• Workers' Compensation:	
• Workers' Compensation	Statutory Limits
• EL Each Accident	$1,000,000
• EL Disease - Policy Limit	$1,000,000
• EL Disease - Each Employee	$1,000,000
• Automobile Liability	
• Any vehicle, combined single limit	$1,000,000

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Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

11.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

11.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State

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Compensation Fund, such agency shall be a company authorized to do business in the State of California.

11.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

11.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed $50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

11.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of Sierra Madre must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

11.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

11.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies

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required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Sierra Madre, Attn: City Manager 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024.

11.12. **Consultant's Insurance Primary.** The insurance affording Additional Insured coverage provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

11.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

11.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

11.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement. City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

11.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or early termination of this Agreement.

12. MUTUAL COOPERATION

12.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

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13. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, email, or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City
Miguel Hernandez
City of Sierra Madre
Assistant City Manager
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Email: mhernandez@sierramadreca.gov

If to Consultant
Ahmad Ansari
Transtech Engineers, Inc.
13367 Benson Ave.
Chino, CA 91710
Telephone: 909-595-8599
Email: ahmad.ansari@transtech.org

With courtesy copy to:
Aleks R. Giragosian, Esq.
Sierra Madre City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd.., Ste. 850
Pasadena, Angeles, CA 91101
Telephone: (213) 542-5700
Email: agiragosian@chwlaw.us

14. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.11 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), paragraph 12.13 (Waiver of Subrogation), Section 13.2 (Consultant Cooperation in Defense of Claims), Section 15 (Surviving Covenants), Section 17 (Interpretation of Agreement), and Section 18 (General Provisions) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

15. TERMINATION

15.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

15.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement by the City upon 30 days' notice.

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15.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

15.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

16. INTERPRETATION OF AGREEMENT

16.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

16.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the exhibits of this Agreement, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

16.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

16.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

16.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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16.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

17. CONFLICT OF INTEREST DISCLOSURE

Pursuant to Government Code Section 1097.6, subdivision (c)(1), "[The] [C]onsultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. [C]onsultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. [C]onsultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by [Consultant] pursuant to this agreement."

18. CAMPAIGN CONTRIBUTIONS

This Agreement is subject to Government Code Section 84308. Consultant shall disclose any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the Consultant or the Consultant's agent to a City Officer or his or her committee. In the case of a contribution, Consultant shall request and provide a signed copy of the Campaign Contribution Disclosure Form to the City prior to, or concurrent with, the Consultant's execution of this Agreement.

19. GENERAL PROVISIONS

19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

19.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term

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of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

19.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

19.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

19.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

19.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

19.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

19.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

19.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

19.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

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19.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

19.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to sole jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

19.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

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TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY" City of Sierra Madre	"CONSULTANT" Transtech, Inc.
Authorized Signatories:	
Signature: Signed by: Michael Bruckner B45E227ED62A47D...	Signature: Signed by: Ali Cayir 5380820F75B04BD...
Printed: Michael Bruckner	Printed: Ali Cayir
Title: City Manager	Title: President
Date: 10/24/2025	Date: 10/23/2025

Attest:

Signature: Signed by: Laura Aguilar 45E572853D3E47B...

Printed: Laura Aguilar

Title: City Clerk

Date: 10/27/2025

Approved as to Form:

Signature: Signed by: Aleks Giragosian 1CE7304209D64D7...

Printed: Aleks Giragosian

Title: City Attorney

Date: 10/23/2025

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EXHIBIT A
Scope of Services

Transtech commits to supplying a highly qualified team member to deliver Public Works Support services to the Assistant City Manager while the Assistant City Manager serves as Interim Public Works Director. The proposed scope includes providing a qualified public works professional, who will assist and consult with the Assistant City Manager regarding operations of the department including engineering, maintenance and operations functions. Assigned team members will be providing guidance and assistance to the Assistant City Manager in his role as Interim Public Works Director.

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About Transtech Video Highlight:
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TRANSTECH
Est. 1989
Your Projects | Our Passion
A Trusted Community Partner

October 6, 2025

City of Sierra Madre
Attn: Michael Bruckner, City Manager, E: mbruckner@sierramadreca.gov
232 W Sierra Madre Blvd
Sierra Madre, CA 91024

Subject: Transtech Proposal for Public Works Oversight Services

Dear Mr. Bruckner,

As requested, Transtech is pleased to submit this task order for the subject project and services.

Company Profile: Established in 1989, Transtech (a California Corporation) is a **multi-disciplinary engineering consulting** firm. Transtech has been **in business for 36 years** and is **providing municipal services to approximately 90 public agencies**.

Large Pool of Staff with Diversified Experience: Transtech has a large pool of well experienced staff and resources readily available to provide requested services, and respond to requests in a timely, efficient, and cost-effective manner. Our staff and resources include **approximately 250 professionals,** including building officials, plan checkers, inspectors, permit technicians, engineers, project managers, designers, plan checkers, inspectors, construction managers, traffic and transportation analysts, technicians, support personnel.

Experience in Working with Public Agencies/Cities: We have extensive **experience working with Public Agencies/Cities in similar assignments**. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies. **Several of our staff members are former City Engineers, Public Works Directors.** One of the **unique qualifications** of Transtech is that we serve public agencies as **municipal contract service providers**, including **Contract City Engineer, City Traffic Engineer, Building Official, CIP Manager, Planner and in other capacities**.

Our multi-disciplinary service capabilities include:

- Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Civil Engineering
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- CIP Program and Project Management
- Construction Management and Inspection
- Federally Funded Project Management
- Labor Compliance
- Staff Augmentation
- Grant Writing
- CDBG Project Management
- Emergency Support Services

Experience with METRO: We **work with METRO** on a number of projects. Currently, we are managing 710 Mobility Improvement Projects for the Cities of Alhambra and Rosemead, which has total funding of approx. $250m.

Experience with Caltrans: Our team includes **experienced staff members who have worked for Caltrans** and are intimately familiar with the standards and procedures, project development and approval process, and requirements.

Experience with County of Los Angeles: We **work and coordinate with LA County** on a number of projects. We are also one of the B&S service consultants for the County. We also coordinate with the County Fire Department, and Sheriff's Department.

Experience in Federally Funded Projects: We have extensive **experience in the management and administration of federally funded projects.** In the past few years, we have managed over 50 federally funded projects. Our staff members have completed Caltrans Resident Engineer Academy for Federally Funded Projects. We follow guidelines and procedures of Caltrans Local Assistance Procedures Manual (LAPM).

Experience in Grants: Our team has **proven track record in obtaining outside grants for its client cities**. Our staff works with our client cities to find potential funding sources, and to prepare competitive applications for various programs. We have obtained extensive amount of funds for our client cities.

Value Added Service: We provide **value added service**. Because we are a multi-disciplinary service firm and also provide plan check and inspection among many services to many local agencies, we can also supplement/support Agency plan check and inspection staff, if needed, for code required plan check and inspection efforts.

Experience in Design-Build Projects: We have **extensive experience in Design-Build Projects** (California Public Contract Code, Part 3. Contracting by Local Agencies; Article 4. Cities; CHAPTER 4. Local Agency Design-Build Projects).

***Scope of Work*:** Transtech commits to supplying a highly qualified team member to deliver Public Works Support services to the Assistant City Manager while the Assistant City Manager serves as Interim Public Works Director. The proposed scope includes providing a qualified public works professional, who will assist and consult with the Assistant City Manager regarding operations of the department including engineering, maintenance and operations functions. Assigned team members will be providing guidance and assistance to the Assistant City Manager in his role as Interim Public Works Director.

Under this contract, Transtech's employee will not:

1) Directly oversee Sierra Madre employees;
2) Retain the title of Acting or Interim Public Works Director; or
3) Sign any agreements on behalf of Sierra Madre.

Proposed Staff: We propose the following staff:

- **Mr. Brian Dicksinson, Sr. Project Manager / Public Works Oversight:** Mr. Dickinson has extensive experience in overseeing Public Works Departments including water and wastewater utility industry in Public Works Director role. Mr. Dickinson is available up to full time as the designated staff member for this assignment.
- **Mr. Ahmad Ansari, PE, Contract Principal:** Mr. Ansari has extensive experience in overseeing Public Works Departments for various public agencies in Public Works Director, and City Engineering roles. Mr. Ansari will be on an as-needed basis role on this assignment, and will provide any engineering related tasks assisting our assigned project manager.

Thank you for the opportunity to submit this proposal. Should you have any questions, or require additional information, please contact the undersigned.

Sincerely,

Melissa Demirci, RSP, Principal, E: melissa.demirci@transtech.org, C: 714-319-6137

Attachment: Attachment A – Resumes

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Attachment A – Resumes

BRIAN DICKINSON, Sr. Project Manager / Public Works Oversight



Education
- Bachelor of Science Degree in Public Administration, La Verne University
- Completed seminar from the National Association of Regulatory Commissioners, Western Utility Rate School

Certifications
- California Department of Health Services Grade T5 Treatment and D5 Distribution Operator Certifications
- Engineer-in-Training, California Board for Professional Engineers and Land Surveyors
- California Water Environment Association Grade 4 Wastewater Collection System Operator

Highlights
- 34 years of past experience in City Public Works
- Created and implemented the first multi-year Capital Improvement Plan at Valley County Water District
- Created and implemented the Valley County Water District Financial Reserve Policy
- Developed a Water System Access Fee for Water System Capital Improvements at Valley County Water District

Mr. Dickinson has over 34 years of experience leading and managing organizations and projects in the public works sector, including water and wastewater utility industry. Mr. Dickinson is experienced in budget administration, water resource planning, operations management, public outreach and education, strategic planning, capital improvement planning and implementation, Board of Directors and City Council representation.

His experience working for public agencies includes:

City of Colton, 02/21 – 09/24
Public Works and Utility Services Director
- Plan and direct the operation and maintenance of the City public works, water, wastewater systems through 79 staff members.
- Prepare and oversee the department budget of over $47.7 million.
- Developed the 5 – Year Capital Improvement totaling $70.5 million.
- Manage the District's Water Resource Portfolio
- Actively participate on local and regional water issues involving the San Bernardino Valley Municipal Water District, and Rialto Basin Groundwater Council.
- Manages the development and implementation of the Public Works and Utility Services Department goals, objectives, policies, and priorities for each assigned service area.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and directs the implementation of changes.
- Manage the preparation, of plans and specifications for design, construction, maintenance and equipment purchase contracts for water system improvements.

City of Compton, 07/18 – 02/21
General Manager – Water Department
- Plan and direct the operation and maintenance of the City water system through 41 staff members and 14,600 water connections..
- Prepare and oversee the department budget of over $15.0 million.
- Developed the 5 – Year Capital Improvement totaling $18.5 million.
- Manage the District's Water Lease program, negotiating price.
- Actively participate on local and regional water issues involving the Metropolitan Water District and Water Replenishment District.
- Manages the development and implementation of the water department goals, objectives, policies, and priorities for each assigned service area.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and directs the implementation of changes.
- Manage the preparation, of plans and specifications for design, construction, maintenance and equipment purchase contracts for water system improvements.

City of Pico Rivera, 02/18 – 07/18
Contract Water Operations Project Manager
- Prepare Request for Proposals for Water System Master Plan update and 5-yr CIP development, and manage project.
- Project Manager for implementation of Advanced Metering Infrastructure.
- Lead and manage water quality reporting including d
- Development of a Water Quality sampling training manual.
- Manage various Capital Improvement projects, booster station upgrades, well rehabilitations and modifications, reservoir coating and painting.
- Coordinate with other water agencies the decommissioning of a groundwater treatment facility.

Rincon Band of Luiseno Indians, 03/17 – 10/17
Director of Public Works

- Oversees the maintenance of reservation roads, graffiti removal, parks, trees, storm drains, streetlights and signals, streetscapes, vehicle maintenance, buildings and grounds, and fleet maintenance and Housing Department.
- Oversees all aspects of recycling and water resources and supply, 7 potable wells, 6 water storage reservoirs.
- Oversee, implement and enforce all Environmental Enforcement issues within the exterior boundaries of the Rincon Indian Reservation; including Federal, State, and Tribal Law Compliance. Coordinate with Rincon Tribal Law Enforcement.
- Coordinates department activities to ensure ongoing completion of projects and maintenance functions on the Rincon Tribal Reservation.

Elsinore Valley Municipal Water District, 04/13 – 03/17
Director of Operations

- Manage all Operations Department functions, programs, and operations including water treatment, ground water production, water storage and delivery systems, water quality, wastewater collection and treatment operations and source control program, agricultural water pumping and delivery systems, fleet maintenance and repair operations, facilities and grounds maintenance and repair, and the District's Safety and Health Program, through 79 staff members.
- Establishes within District policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.

Chino Basin Desalter Authority, 08/11–04/13
Operations Manager

- Responsible for planning, organizing and managing the field operation activities of the Authority, including the repair, replacement, operation and maintenance of the Authority's water production, treatment and distribution systems, and water treatment plants and equipment maintenance. Facilities consist of two treatment plants, RO Membrane and Ion Exchange treatment 10 MGD each, 22 Active Wells and raw and treated water pipelines.
- Participate in the development and implementation of all field operation goals, objectives, policies, and procedures.

Valley County Water District, 5/07-04/11
General Manager

- Executive in charge of 27 person Water Utility with responsibility for operations, maintenance and capital improvements serving 12,350+ connections and a population of about 77,000.
- Work closely with five-member Board of Directors in implementing policy directives, objectives and goals. Prepare Board agenda reports, make various recommendations to the Board of Directors on Policy and Procedure for direction of the District.
- Created and implemented the District's Reserve Policy.
- Prepare District's annual operating budget and Capital Improvement Plan.
- Liaison with Local State and Federal elected officials to obtain funding for Infrastructure replacement and improvement projects.
- Manage the District's Public Education and Outreach programs.
- Negotiating acquisition of property from the City of Irwindale for Reservoir storage construction.
- Manage employee development.

City of Alhambra, 10/03-5/07
General Manager of Utilities

- Plan and direct the operation and maintenance of the City water and sewer systems through 20 staff members. 16,800 water and sewer connection systems.
- Assist in preparation of department budget and regularly review budget expenditures, and with the management of the annual CIP program.
- Managed the preparation of design construction plans and specifications for 7,000 gpm Groundwater Treatment plant liquid phase GAC and Ion Exchange, contract of $9.2 million.

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- Actively participate on local and regional water issues involving the Main San Gabriel Basin Watermaster, Upper San Gabriel Valley Municipal Water District, San Gabriel Valley Municipal District.

City of Lakewood, 4/01-10/03
Assistant Director of Water Resources

- Manage water production, distribution, water quality and cross-connection control activities. System consists of 13 active wells, 9 reservoirs, 3 booster stations and 5-imported water connections.
- Manage operations and maintenance of recycled water distribution system consisting of 4.2 miles of mainline and 39 services connections.
- Participate on local and regional water issues involving the Water Replenishment District and the Central Basin Municipal Water District, concerning water rights in an adjudicated basin.
- Develop and prepare bid specifications for construction, maintenance and equipment purchase contracts.

Golden State Water Company, Orange County District, 5/99-4/01
Water Supply Superintendent

- Lead and direct seven staff members in the daily operation and maintenance of water supply, storage, and treatment of wells, boosters and reservoirs. System consists of 25 active wells, 15 reservoirs, 13 booster stations and 10-imported water connections.
- Internal facilitator of Water Distribution and Treatment courses for certification preparation through the Company's Employee Development University.

City of Pomona Utility Services, 4/92-5/99
Senior Quality Control Technician

- Plan, organize, direct and control the daily functions of three lower level staff in water sampling and analysis, water treatment operations and maintenance, cross-connection control, backflow testing and water quality customer complaints.
- Act as liaison with State and County Health Departments on water quality and treatment issues.
- Manage the department's water quality compliance monitoring sampling plan consisting of 38 wells and 19 storage reservoirs and more than 400 miles of pipe and 28,000 services, to maintain compliance with the Safe Drinking Water Act and State of California Titles 17 and 22.

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AHMAD ANSARI, PE, Principal, Sr. Engineer



Education
- BS Civil Engineering & Architecture, USC

Registration
- Registered Civil Engineer

Highlights
- 35 years of past experience in City and County Public Works
- City of Rialto – Interim City Manager
- County of Orange Public Works- Administrative Manager
- City of Moreno Valley- Public Works Director/City Engineer
- City of Rialto- Public Works Director/City Engineer
- City of Perris- Public Works Director
- City of Pomona- Deputy Public Works Director/Assistant City Engineer
- City of Burbank- Senior Civil Engineer

Mr. Ansari has over 35 years of past experience in City and County Public Works and has worked at several municipalities in Southern California at executive management level.

At Transtech, Mr. Ansari provides support at various Contract Cities, including oversight of in Public Works, City Engineering, and CIP Management.

He has a broad knowledge of local government operations, including preparation and presentation of agenda reports to advisory boards, commissions and city councils.

Mr. Ansari has managed full-time staffing levels of over 100 at public agencies, including serving as City Engineer and Public Works Director.

He has provided oversight and management of public work projects, including:
- Capital Improvement Program project management and delivery
- Real Property/Right of Way acquisition and management
- Traffic and Transportation engineering
- Private Development/Entitlement process review and approval
- Maintenance and Operations including roads, storm drains, sewers, parks, facilities, traffic signals, signs/striping, fleet
- Special Districts, Landscape/Lighting Assessment
- Electric Utility
- Participation in Economic Development/Job Creation incentives through effective infrastructure improvements

Past Engineering positions at Public Agencies:
- City of Moreno Valley- Public Works Director/City Engineer
- City of Rialto- Public Works Director/City Engineer
- City of Perris- Public Works Director
- City of Pomona- Deputy Public Works Director/Assistant City Engineer
- City of Burbank- Senior Civil Engineer

His experience also includes serving as Interim City Manager at City of Rialto, as well as management of Orange County Public Works' 7-year Capital Improvement Program, which comprised of roads, flood and bikeway improvement projects throughout the County.

Mr. Ansari has excellent working relationship and rapport with regional and sub-regional governmental/regulatory agencies. He has represented cities/county at League of California Cities, CSAC/CEAC organizations, and APWA.

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EXHIBIT B
Approved Fee Schedule

TRANSTECH ENGINEERS, INC.
SCHEDULE OF HOURLY RATES
Effective: July 1, 2025 - June 30, 2026
Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.

ENGINEERING			
Field Technician	$91	-	$101
Engineering Technician	$101	-	$112
Assistant CAD Drafter	$112	-	$128
Senior CAD Drafter	$128	-	$144
Associate Designer	$144	-	$160
Senior Designer	$160	-	$176
Design Project Manager	$203	-	$213
Assistant Engineer	$123	-	$133
Associate / Staff Engineer	$155	-	$171
Senior Civil Engineer	$213	-	$235
Traffic Analyst Technician	$106	-	$118
Associate Traffic Analyst	$160	-	$171
Senior Traffic Analyst	$171	-	$181
Professional Transportation Planner	$181	-	$197
Traffic Engineer Technician	$101	-	$112
Associate/Staff Traffic Engineer	$155	-	$171
Traffic Engineer	$181	-	$197
Senior Traffic Engineer	$197	-	$218
Project Manager	$197	-	$218
Senior Project Manager	$218	-	$235
Deputy City Engineer	$181	-	$203
City Engineer	$203	-	$218
Principal Engineer	$218	-	$240
BUILDING & SAFETY			
Permit Technician	$80	-	$91
Plan Check Technician/Analyst/Supervisor	$133	-	$149
Building Inspector	$123	-	$139
Senior Inspector	$133	-	$149
Plans Examiner/Checker	$149	-	$165
Plan Check Engineer	$160	-	$181
Deputy Building Official	$171	-	$181
Building Official	$176	-	$192

CONSTRUCTION MANAGEMENT			
Labor Compliance Analyst	$155	-	$165
Funds Coordinator	$160	-	$171
Office Engineer	$155	-	$165
Construction Inspector	$149	-	$160
Senior Construction Inspector	$160	-	$171
Construction Manager	$181	-	$197
Resident Engineer	$197	-	$213
PUBLIC WORKS INSPECTION			
Public Works Inspector	$149	-	$160
Senior Public Works Inspector	$160	-	$171
Supervising PW Inspector	$171	-	$181
SURVEY AND MAPPING			
Survey Analyst	$160	-	$165
Senior Survey Analyst	$165	-	$171
2-Man Survey Crew	$368	-	$384
Survey & Mapping Specialist	$197	-	$213
Licensed Land Surveyor	$224	-	$235
FUNDING & GRANT WRITING			
Funds Analyst	$155	-	$160
Senior Funds Analyst	$160	-	$171
Grant Writer	$176	-	$181
Funds & Grant Project Manager	$197	-	$208
PLANNING			
Community Development Technician	$85	-	$96
Planning Technician	$96	-	$106
Assistant Planner	$106	-	$128
Associate Planner	$128	-	$149
Senior Planner	$155	-	$176
Planning Manager	$181	-	$203
ADMINISTRATIVE STAFF			
Administrative/Clerical	$75	-	$85
Project Accountant	$85	-	$96

The above fees are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

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About Transtech Video Highlight:
CLICK HERE

TRANSTECH
Est. 1989
Your Projects | Our Passion
A Trusted Community Partner

October 6, 2025

City of Sierra Madre
Attn: Michael Bruckner, City Manager, E: mbruckner@sierramadreca.gov
232 W Sierra Madre Blvd
Sierra Madre, CA 91024

Subject: Transtech Fee Proposal for Public Works Oversight Services

Dear Mr. Bruckner,

As requested, Transtech is pleased to submit this fee proposal for the subject project and services.

Billing Rate:
Transtech's typical billing rate for Mr. Brian Dickinson (Sr. Project Manager) is **$180-$200/hour. Transtech will provide these services at a discounted hourly rate of $150/hour.** Mr. Dickinson is available up to full time as the designated staff member for this assignment.

Transtech's typical billing rate for Mr. Ahmad Ansari (Principal/Sr. Engineer) is **$220-$240/hour. Transtech will provide these services at a discounted hourly rate of $195/hour.** Mr. Ansari will be on an as-needed basis role on this assignment, and will provide any engineering related tasks assisting our assigned project manager, Mr. Dickinson.

Please see Transtech's Schedule of Hourly Rates provided on the next page.

Thank you for the opportunity to submit this proposal. Should you have any questions, or require additional information, please contact the undersigned.

Sincerely,

Melissa Demirci, RSP, Principal, E: melissa.demirci@transtech.org, C: 714-319-6137

Attachment: Attachment A - Transtech Engineers Schedule of Hourly Rates

CITY OF
SIERRA
MADRE

STAFF REPORT

PUBLIC WORKS SERVICES

DATE: April 14, 2026

TO: Honorable Mayor and City Council

FROM: Brian Dickinson, Director of Public Works
By: Eric Lozick, Management Analyst

SUBJECT: **Resolution No. 26-27 Adopting the Equipment Rental Rate Provisions of the Caltrans Labor Surcharge and Equipment Rental Rates Manual for Public Works Cost Recovery**

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 26-27 approving the use of the equipment rental rate provisions contained in the California Department of Transportation Labor Surcharge and Equipment Rental Rates Manual, effective April 1, 2026 through March 31, 2027, together with future editions published by Caltrans, as the City's standard reference for calculating Public Works equipment costs for cost recovery purposes in connection with non-routine activities outside the scope of regular maintenance and normal day-to-day operations (e.g. Special Events).

SUMMARY

The City periodically incurs Public Works equipment costs in connection with non-routine activities outside the scope of regular maintenance and normal day-to-day operations, most commonly for applicant drive special events, but does not currently have an adopted standardized methodology for calculating those costs for cost recovery purposes. Establishing a consistent rate methodology will improve transparency, consistency, and administrative defensibility when determining those costs.

The California Department of Transportation Labor Surcharge and Equipment Rental Rates Manual includes published equipment rental rates for a broad range of public works and construction equipment classifications. The current edition is effective April 1, 2026 through March 31, 2027. Use of the equipment rental rate provisions of the manual will provide the City with a current and standardized reference for calculating Public Works equipment costs when cost recovery is pursued. Approval of future editions will also allow the City to continue using updated Caltrans equipment rental rates without requiring separate City Council action each time a new edition is issued.

DISCUSSION & ANALYSIS

From time to time, the City incurs Public Works equipment costs in connection with certain non-routine activities outside the scope of regular maintenance and normal day-to-day operations (e.g. Special Events). In such circumstances, the City should have a clear, consistent, and defensible basis for calculating equipment costs when evaluating them for cost recovery purposes.

The Caltrans Labor Surcharge and Equipment Rental Rates Manual is a published reference that is updated periodically. Although the manual title includes both labor surcharge and equipment rental rates, staff recommends use only of the equipment rental rate provisions for purposes of the City's equipment cost calculations. The current edition is effective April 1, 2026 through March 31, 2027.

Use of the Caltrans equipment rental rate provisions will allow the City to rely on a current, standardized rate schedule rather than informal estimates or outdated assumptions when calculating Public Works equipment costs for cost recovery purposes. This will improve consistency, transparency, and administrative defensibility in the City's cost recovery practices.

For illustrative purposes, the Caltrans manual assigns equipment rental rates by classification code. Under the TRAF (traffic safety devices) and NONOP (non-operated) classes, the current edition effective April 1, 2026 includes daily rental rates for traffic cones, delineator posts, barricades, and K-rail concrete barriers — all commonly deployed by the City for special events and other non-routine activities. Under the TRAF classification, traffic cones are billed at a daily rate per 100 units, ranging from $10.48 per 100 per day for standard 18-inch cones to $46.93 per 100 per day for 42-inch cones with reflective sleeves. As an example, a special event requiring 50 standard 28-inch cones for a 3-day event would be billed at 1.5 hundred-cone-day units, or approximately $27.27 at the current rate of $18.18 per 100 per day. Portable delineators are billed at $29.82 per 100 per day, and barricades range from $0.30 to $1.31 per unit per day depending on type. Under the NONOP classification, K-rail (temporary concrete barrier) is billed at $0.63 per 20 linear feet per day. The manual also provides daily rates for flashing arrow signs, illuminated signs, and flashing beacons. Labor surcharges associated with the deployment, relocation, and removal of these devices would be calculated separately using applicable Caltrans labor classifications. This methodology provides a clear, auditable, and externally validated basis for cost recovery that is consistent with Caltrans' own equipment rental practices.

Staff further recommends that City Council approval apply not only to the current edition, but also to future editions published by Caltrans. This will maintain continuity in the City's methodology and allow the City to continue using the then-current published equipment rental rates without requiring separate City Council action for each new edition.

STRATEGIC PLAN RELATIONSHIP

This action supports accurate cost allocation, improved fiscal accountability, and efficient administration of Public Works services.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

FISCAL IMPACT

This action does not authorize new spending; rather, it establishes the City's methodology for calculating and documenting Public Works equipment costs in connection with non-routine activities outside the scope of regular maintenance and normal day-to-day operations (e.g. Special Events) when cost recovery is pursued. Adoption of the equipment rental rate provisions of the Caltrans manual, including future editions, may have a positive fiscal impact to the extent it improves the City's ability to accurately calculate and recover eligible Public Works equipment costs that might otherwise be absorbed by the City. The amount of any such recovery will depend on the frequency and nature of qualifying activities and is not readily quantifiable in advance. The proposed charges will incorporated by reference in the proposed FY 2026-27 Municipal Fee Schedule.

Approved by:



_____

Michael Bruckner
City Manager

Attachments

1. Caltrans Labor Surcharge and Equipment Rental Rates Manual 04.01.2026 - 03.31.2027.pdf
2. Resolution 26-27 DOT Labor Surcharge and Equipment Rental Rates Manual.pdf

State of California
California State Transportation Agency

Department of Transportation
Division of Construction

Labor Surcharge and Equipment Rental Rates

(Cost of Equipment Ownership)



Effective April 1, 2026 through March 31, 2027

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FOR DOUBLE-SIDED PRINTING

USER'S GUIDE
FOR LABOR SURCHARGE AND EQUIPMENT RENTAL RATES
April 1, 2026 - March 31, 2027

Equipment Rental Rates are available on the Internet at:

http://www.dot.ca.gov/programs/construction/equipment-rental-rates-and-labor-surcharge

Miscellaneous Equipment Rental Rates are available on the Internet at:

http://www.dot.ca.gov/programs/construction/equipment-rental-rates-and-labor-surcharge

The miscellaneous listing is updated daily.

Changes

Books are no longer available in hard copy and should be downloaded from the internet and printed.
Changes to the equipment rates in the April 1, 2026 book are the result of: 1) fuel costs decreased; 2) interest rates deccreased; 3) Producers' Price Index increased; 4) no change in sales tax; and 5) no change in freight (F.O.B.) rates.

Labor Surcharge

The labor surcharge compensates the contractor for statutory payroll items stipulated by various governmental agencies. The six items included are worker's compensation, social security, Medicare, Federal unemployment insurance, State unemployment insurance, and State training taxes. The general rate is an average of the job classifications common to Caltrans projects. The labor surcharges in the April 1, 2026 book are the result of some changes in worker's compensation rates. The rates were derived from using the pure premium rate approved by the Insurance Commissioner effective September 1, 2025 and increasing it by the historical statewide average expense. In the calculation of the labor surcharge for overtime work, the worker's compensation is not included on the premium portion of overtime, as provided by worker's compensation regulations.

The surcharge percentage to be applied to the actual wages paid as provided in Section 9-1.04B [9-1.03A(1b)] of the *Standard Specifications* will **be 10 percent for regular time (RT)** and **10 percent for overtime (OT)**.

Exceptions to the general rate are listed below. These classifications were chosen because of high worker's compensation insurance costs. Forward questions, regarding worker's compensation rating and proper labor surcharge usage, to the rental rate personnel in the Division of Construction.

EXCEPTIONS

Type of Work Performed	Labor Surcharge Percent	
	RT	OT
Concrete Construction - Bridge	10	10
Drilling	13	12
Fence & Guardrail Construction	10	10
Erection of structural metal for metal bridges, excluding sign bridge	14	13
Landscape Gardener	10	10
Mobil Crane & Hoist Service	12	11
Painting Steel Structures or Bridges	14	13
Pile Driving, not including drilled, cast-in-place concrete piles	13	12
Sign Erection or Repair	16	15
Wrecking & Demolition	12	11

An appropriate labor surcharge will be established by the Division of Construction for work that is determined by the resident engineer to be covered by Longshoreman and Harbor Worker's Act.

Background

By the authority described in Section 9-1.04 [9-1.03A] of the *Standard Specifications*, compensation for work paid by force account is determined to be the total of the direct equipment costs (rental rate) plus a 15 percent markup for all overhead not included as direct costs. The direct costs include fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance, depreciation, storage, cost of facilities capital, overhaul and all incidentals. The labor costs required to provide the above listed items are also included. The operator cost is not included in the equipment rate.

The calculated rate represents the cost of owning and operating the equipment, which is likely to be lower than the rate charged by a rental yard. The rental yard rate may include additional overhead and profit as well as a premium for short-term rentals. In certain situations, factors are applied to the calculated rates to provide ownership-only rates for delay situations or operating-only rates for overtime situations. The rates are calculated using factors for the direct cost items described above. The factors represent an average and are applied to all makes and models of equipment within the class. **All rates are hourly, unless stated otherwise.**

Overtime and Multiple Shifts

Certain equipment costs are fixed on an annual basis, no matter how many hours are worked. Once an estimate of the costs and hours of use is made, a rate can be determined. When more than the estimated number of hours are worked (Overtime or Multiple Shift), a duplication of payment occurs on the fixed cost portion of the equipment rate.
In order to avoid this duplication, Caltrans uses a reduced rate for the Overtime or Multiple Shift situations. The definition of Overtime or Multiple Shift periods is:

Overtime hours occur after the equipment has worked at force account, eight hours per day (or after the daily equivalent of forty hours per week for special work schedules - 4/10 or 9/80). Multiple shift hours will be paid at the same rate as overtime hours.

The hours shown on the Daily Extra Work Bill will determine when the Overtime and Multiple Shift is to be used. **When the hours worked on force account are eight or less, straight time rates will be used**. When the hours worked on force account are more than eight, Overtime and Multiple Shifts rates will be used. Saturday, Sunday or holiday work will be paid at the overtime rate except in those cases where these days are considered working days in the special provisions.

Be advised the computed overtime rates are no longer rounded and now equal the product of the straight time rate and overtime factor. The Overtime and Multiple Shift Factors are recalculated annually to reflect changes in the operating costs.

Delays

As described in Section 8-1.07C [8-1.09] of the *Standard Specifications*, the Delay Factor may be applied to the equipment rental rate. The Delay Factor may be the basis for compensation for idle equipment time on an excusable delay. The factor has been calculated to include the ownership costs without including operating costs. The Delay Factor recovers all the contractor's non-operating costs in an eight-hour day. If payment is made for equipment on an excusable delay, it is limited to eight hours per day or forty hours per week maximum.

The NONOP class for non-operated items and the TRAFC class for traffic safety devices have been separated from traditional "rolling stock" equipment when calculating the Delay Factor. These classes are comprised of items whose depreciable lives are related to the number of uses per year, rather than the number of hours per year. Accordingly, the reasonable compensation for the contractor's actual loss has been estimated to equal the cost of facilities capital. **It should be recognized that these items must be out of service before the Delay Factor is applied. For example, if work behind K-rail is delayed, the K-rail should be paid straight time until it is no longer controlling traffic.**

Any use of this factor must have the prior approval of the resident engineer. The Delay Factor is recalculated annually to reflect changes in the operating costs.

Use of Daily Extra Work Bill

Identification codes and rates are intended to be used with the Department's Internet change order billing system. The class is abbreviated using a 5-digit alpha-code, the make (manufacturer), a 4-digit alpha-code, and the code a 7-digit alpha-numeric code. All three codes must be used to define the equipment when using the automated pay system. Since the majority of items are described by per hour rates, each line has an entry for hours with an allowable maximum of 24. Special items with other than hourly rates should be appropriately checked and then entered in the Regular Hours column. For example, 50 Traffic Cones used 3 days (converts to 1.5, 100-cone-days) requires 1.5 be entered in the Regular Hours column. Note that any entry in the Delay Factor column will automatically apply the Delay Factor to every equipment entry on the current report.

Whenever an identification code cannot be found or the rate for a particular date of work performed is not available, updated information should be requested from the resident engineer. It is the resident engineer's responsibility to establish rates for equipment not found in the *Labor Surcharge and Equipment Rental Rates* publication. Support for this determination is available from both District and Headquarters Construction Offices. **Rates are regularly superseded during contract periods, so avoid the use of old publications or expired rates**.

The equipment is presented with a standard configuration capable of performing work commonly encountered on Caltrans projects. Special attachments or accessories are described under the classification heading in the *Labor Surcharge and Equipment Rental Rates* publication. Attachments other than those described by these remarks will be paid only upon direction of the resident engineer.

EQUIPMENT RENTAL RATE

NOTE--THE FOLLOWING RATES ARE IN EFFECT FROM APRIL 1, 2026 THROUGH MARCH 31, 2027

ATTACHMENTS

TRACTOR ATTACHMENTS -including power control units and accessories necessary to provide a functional attachment. Dozer blades are included in the standard configuration for both crawler and heavy, rubber tire tractors. Rippers are listed from R1 to R8 and Winches for logging or towing are listed from S1 to S5. Equipment model groups are as follows:
1. Case 300 Thru 800 Series, Cat D-2 thru D-4, Deere 400 & 450, Dresser TD-7, TD-8 and TD-9, Fiat-Allis FD-5 Thru FD-7, Komatsu D21E Thru D37P, Liebherr PR711 & PR721.
2. Case 1150, Cat D-5, Deere 750, Dresser TD-12, Fiat-Allis FD9 & 10, Komatsu D58P, Liebherr PR731.
3. Case 1450 and 1550, Cat D-6, Deere 850, Dresser TD-15, Komatsu D63PE Thru D68P, Liebherr PR741.
4. Cat D-7 & 814, Dresser TD-20, Fiat-Allis 14 & FD14, Komatsu D83P, Terex 82-30
5. Cat D-8 & 824, Dresser TD-25, Fiat-Allis FD20 Komatsu D135A, Terex 82-40 Michigan 280, Raygo CHD 17 & CD-500.
6. Cat D-9 & 834, Fiat-Allis FD30, Raygo CHD 24 & CD 800.
7. Cat D-10, Dresser TD-40, Fiat-Allis FD40, Komatsu 375, Michigan 380, Raygo CDH 30.
8. Cat D-11, Fiat-Allis FD50, Komatsu 475

Model	Code	Rate
Clam action bucket 1 CY & Less	**C1**	$5.68
Clam action Over 1 CY to 2 CY	**C2**	$9.97
Clam action Over 2 CY to 3.5 CY	**C3**	$14.44
Clam action Over 3.5 CY to 5 CY	**C4**	$20.57
Clam action bucket Over 5 CY	**C5**	$28.45
Ripper on No. 1 models	**R1**	$3.42
Ripper on No. 2 models	**R2**	$4.47
Ripper on No. 3 models	**R3**	$7.45
Ripper on No. 4 models	**R4**	$8.41
Ripper on No. 5 models	**R5**	$13.80
Ripper on No. 6 models	**R6**	$21.82
Ripper on No. 7 models	**R7**	$25.32
Ripper on No. 8 models	**R8**	$42.23
Winch on No. 1 models	**S1**	$4.06
Winch on No. 2 models	**S2**	$6.05
Winch on No. 3 models	**S3**	$8.01
Winch on No. 4 models	**S4**	$10.28
Winch on No. 5 models	**S5**	$18.01
Lift gate	**TG**	$1.17
Pump, water truck only	**TP**	$8.05
Winch, truck	**TW**	$0.43
Gas welding hose per 15.2 m (50 lf)	**WH**	$0.02
Elec welding lead per 30.5 m (100 lf)	**WL**	$0.25

AIR COMPRESSOR [AIRCP]

DELAY FACTOR = 0.14 **OVERTIME FACTOR = 0.87**

All types of self contained units, regardless of power (gas, diesel and lpg) or type of compression (reciprocating, screw and vane). The listed rates include 15.2 meters (50 lineal feet) of hose, all hose whips, fittings, couplings and any compressor attachments. Listed in accordance with mfr's rated capacity in liters per second (cubic feet per minute) at 7 bar (100 psi).

PORTABLE **[PORT]**

OVER	TO	Code	Rate
0	19 (40)	**000-004**	$6.32
19 (40)	76 (160)	**004-016**	$23.51
76 (160)	118 (250)	**016-025**	$25.63
118 (250)	212 (450)	**025-045**	$44.84
212 (450)	354 (750)	**045-075**	$73.91
354 (750)	566 (1200)	**075-120**	$108.40
566 (1200)	708 (1500)	**120-150**	$140.97

AIR DRILLS, CRAWLER [AIRDL]

DELAY FACTOR = 0.48 **OVERTIME FACTOR = 0.57**

All types, pneumatically propelled, including attachments. Expendable carbon drill steel, bits and shanks shall be paid by separate invoice. Rated in accordance with the cylinder bore diameter in millimeters(inches).

CRAWLER DRILLS **[CLR]**

OVER	TO	Code	Rate
0	100 (4)	**0-4**	$34.74
100 (4)	& Over	**5**	$35.59

AIR TOOLS [AIRTO]

DELAY FACTOR = 0.61 **OVERTIME FACTOR = 0.42**

All types including paving breakers, clay spades and diggers, sinker rock drills, trench diggers, sheeting/spike drivers, backfill tampers and hand held grinding tools. Expendable drill steel, bits and breakers points, grinding wheels and shanks shall be paid by separate invoice. Rated by tool weight in kilograms (pounds), determined in accordance with the mfr's specifications.

AIR TOOLS **[ATOL]**

OVER	TO	Code	Rate
0	4.5 (10)	**0-10**	$0.54
4.5 (10)	9.1 (20)	**10-20**	$0.59
9.1 (20)	13.6 (30)	**20-30**	$1.06
13.6 (30)	18.1 (40)	**30-40**	$1.24
18.1 (40)	27.2 (60)	**40-60**	$1.35
27.2 (60)	& Over	**60**	$1.90

ASPHALT DIKE & SHOULDER PAVERS [ASDSP]

DELAY FACTOR = 0.11 **OVERTIME FACTOR = 0.91**

Includes all attachments, accessories and automatic grade and line control.

A.C. DIKE COMPANY **[ACDC]**

Model	Code	Rate
No. 1	**4050**	$95.36
No. 2	**4052**	$72.37
Nos. 43, 44	**4054**	$91.52

ASPHALT PAVING COMPANY **[APCO]**

Model	Code	Rate
E-1	**4000**	$123.05
E-2, E3	**4002**	$220.96

BLAW-KNOX **[B-K]**

Model	Code	Rate
RW-35 / 38	**4075**	$84.31
RW-85	**4077**	$47.65
RW-95	**4079**	$76.09
RW-100	**4081**	$123.43
RW-195D	**4083**	$171.41

DELTA **[DLTA]**

Model	Code	Rate
DC-1	**4095**	$170.57

ASPHALT PAVERS [ASPAV]

DELAY FACTOR = 0.17 **OVERTIME FACTOR = 0.87**

Includes all attachments, accessories and automatic grade and line control.

BARBER-GREENE **[B-G]**

Model	Code	Rate
BG 220	**0805**	$104.31
BG 225	**0810**	$112.11
BG 240	**0815**	$123.53
BG 245	**0820**	$133.75
BG 260	**0825**	$161.78
BG 260B	**0826**	$202.53
BG 265	**0830**	$179.94
RT 435, 4wd	**0905**	$133.15
RT 445, 4wd	**0925**	$127.16
RT 455, 4wd	**0945**	$125.13
RT 455, 4wd, 10-20' screed	**0955**	$129.05
RT 465, 4wd	**0965**	$168.24
SA 125	**1419E**	$100.21
SB 131	**1420**	$123.82
SB 140	**1425**	$155.08
SA 141	**1430**	$107.30
SA 145	**1432**	$131.09
SA 150	**1435**	$167.16
SB 170	**1440**	$172.73

BLAW-KNOX **[B-K]**

Model	Code	Rate
PF-22	**1490**	$47.31
PF-35	**1550**	$85.01
PF-115	**1750**	$128.91
PF-120H	**2010**	$120.79
PF-171	**2090**	$180.06
PF-180	**2100**	$85.75
PF-180H	**2204**	$189.75
PF-200	**2250**	$191.30
PF-200, 18' screed	**2252**	$194.33
PF-220	**2300**	$195.91
PF-400A	**2350**	$168.03
PF-500	**2404**	$212.31
PF-500, 18' screed	**2406**	$215.55
PF-510, 18' screed	**2407**	$221.56
PF-3172, 18' screed	**2408**	$181.30
PF-3200	**2410**	$247.25
PF-5510	**2415**	$259.25

CATERPILLAR **[CAT]**

Model	Code	Rate
AP-200	**2420**	$54.79
AP-800	**2430**	$133.14
AP-1050	**2431**	$206.00
AP-1000	**2435**	$202.25
AP-1000 4wd	**2436**	$208.54
AP-1055B	**2438**	$255.12
AP-1055D	**2438D**	$324.19
AP-1200	**2440**	$172.12

CEDAR RAPIDS **[CEDR]**

Model	Code	Rate
BSF-2H	**2550**	$112.81
BSF-3R	**2600**	$126.36
CR-351	**2668A**	$173.84
CR-351 4wd	**2668B**	$178.84
CR-361R (RUBBER TRACK)	**2668R**	$209.24
CR-431	**2669**	$147.15
CR-551	**2670**	$233.84
CR-461	**2672**	$231.61
CR-561	**2674**	$244.28

LAYTON **[LYTN]**

Model	Code	Rate
F-525	**2680**	$26.83
D-550	**2682**	$29.44
H-500B	**2684**	$7.49

ASPHALT WINDROW PICKUP MACHINE [ASPWP]

DELAY FACTOR = 0.07 **OVERTIME FACTOR = 0.95**

Includes all attachments and accessories.

ATHEY **[ATHY]**

Model	Code	Rate
7-11	**5000**	$117.25

BARBER-GREENE **[B-G]**

Model	Code	Rate
BG-610H	**5100**	$78.71

CATERPILLAR **[CAT]**

Model	Code	Rate
WE-601B	**5200**	$89.80

CLARK'S WELDING COMPANY **[CLAR]**

Model	Code	Rate
500	**5300**	$68.26
601	**5304**	$64.92
Lincoln 660	**5305**	$119.77

C.M.I. **[CMI]**

Model	Code	Rate
851	**5405**	$113.66

AUGERS, CRAWLER MOUNTED [AUGCL]

DELAY FACTOR = 0.27 **OVERTIME FACTOR = 0.75**

Includes carrier, attachments and accessories with up to 6.1 meters(20 feet) of auger flights. Consumable bits or tips to be paid by separate invoice.

BAYSHORE **[BYSH]**

Model	Code	Rate
8400 TD limited access	**1500**	$136.37

TEXOMA **[TXMA]**

Model	Code	Rate
TAURUS	**2010**	$279.65
700CL	**2100**	$157.87

WATSON **[WATS]**

Model	Code	Rate
2000CM	**2500**	$123.95
2500CM	**2505**	$190.15
3000CM	**2510**	$215.74
3100CM	**2515**	$223.23

AUGERS, HORIZONTAL [AUGHZ]

DELAY FACTOR = 0.26 **OVERTIME FACTOR = 0.76**

Includes all attachments and accessories with up to 9.1 meters(30 feet) of auger flight, track and/or pipe pusher. Consumable bits or tips shall be paid by separate invoice. Power unit is included.

AKKERMAN **[AKMN]**

Model	Code	Rate
360	**5000**	$121.27
420 series 1250	**5002**	$124.32

AMERICAN AUGER **[AMAU]**

Model	Code	Rate
36-350	**5014**	$35.01

BORZALL **[BORZ]**

Model	Code	Rate
2300-10	**5040**	$12.29
4265-10	**5042**	$17.18

DITCH WITCH **[D-W]**

Model	Code	Rate
2510	**5040**	$53.59

AUGERS, TRUCK MOUNTED [AUGTK]

DELAY FACTOR = 0.21 **OVERTIME FACTOR = 0.81**

Includes truck/carrier, all attachments and accessories with up to 6.1 meters(20 feet) of auger flight. Consumable bits or tips shall be paid by separate invoice.

ATLANTIC **[ATLN]**

Model	Code	Rate
LDH-80	**5000**	$200.32
LDH-100	**5005**	$169.81
LLDH-80	**5010**	$216.26
LLDH-120	**5015**	$230.01

CALWELD **[CALW]**

Model	Code	Rate
150-A	**5050**	$120.39
200	**5052**	$141.60
4500LH	**5054**	$237.39

HUGHES **[HUGH]**

Model	Code	Rate
EZ 112	**5070**	$72.93
EZ 120	**5071**	$82.35
LDH-100	**5072**	$131.60
LDH-80	**5074**	$129.99
LLDH-120	**5076**	$190.46
LLDH-80	**5078**	$177.16

P.D.E. **[PDE]**

Model	Code	Rate
M -100	**5084**	$56.26
M-400 with hammer	**5085**	$40.53

TEXOMA **[TXMA]**

Model	Code	Rate
Economatic 115	**5087**	$119.75
Super Economatic	**5089**	$122.76
80	**5090**	$153.65
270	**5093**	$120.35
330	**5095**	$126.43
330 with hammer	**5095B**	$140.86
500 with hammer	**5096B**	$142.79
600	**5097**	$148.59
700	**5099**	$224.51

WATSON **[WATS]**

Model	Code	Rate
1000	**6010**	$106.95
2000	**6012**	$186.68
3000	**6014**	$202.54

BITUMINOUS DISTRIBUTORS [BITDT]

DELAY FACTOR = 0.13 **OVERTIME FACTOR = 0.88**

Includes all equipment for handling bituminous materials under pressure. Includes pumps, spray bars and other attachments and accessories.

TRAILER MOUNTED **[TLMD]**

Does not include towing unit. Capacity rated in liters (U.S. gallons).

OVER	TO	Code	Rate
0	1136 (300)	**0-300**	$9.24

TRUCK MOUNTED **[TRMD]**

Including truck. Capacity rated in liters (U.S. gallons).

OVER	TO	Code	Rate
0	3028 (800)	**00-08**	$93.23
3028 (800)	5299 (1400)	**08-14**	$116.26
5299 (1400)	6831 (1800)	**14-18**	$119.12
6831 (1800)	11355 (3000)	**18-30**	$121.59
11355 (3000)	15140 (4000)	**30-40**	$126.84

BROOMS & SWEEPING EQUIPMENT [BRMSW]

DELAY FACTOR = 0.15 **OVERTIME FACTOR = 0.86**

Includes all attachments and accessories with brooms of any type. Includes broom wear.

BROOMS - MOUNTED & TOWED **[MTTD]**

Includes traction, PTO or engine driven.

Model	Code	Rate
ALL	**ALL**	$38.89

BROOMS - SELF PROPELLED **[SFPR]**

Model	Code	Rate
ALL	**ALL**	$56.81

SWEEPERS - SELF PROPELLED, **[SWSP]**

PICK UP

Rated in accordance with hopper size in cubic meters (cubic yards).

OVER	TO	Code	Rate
0	2.3 (3.0)	**0-3**	$131.18
2.3 (3.0)	4.6 (6.0)	**3-6**	$174.66
4.6 (6.0)	6.9 (9.0)	**6-9**	$204.13

BRUSH CHIPPING & SHREDDING MACHINES [BRUCP]

DELAY FACTOR = 0.08 **OVERTIME FACTOR = 0.93**

Includes all attachments, accessories and power unit. Rated in accordance with the cutter head width in millimeters(inches)

BRUSH CHIP & SHRED **[BCSM]**

OVER	TO	Code	Rate
0	230 (9)	**00-09**	$39.12
230 (9)	300 (12)	**09-12**	$60.97
300 (12)	405 (16)	**12-16**	$60.13

COMPACTORS, HAND GUIDED [COMHG]

DELAY FACTOR = 0.19 **OVERTIME FACTOR = 0.82**

Includes pan, vibrating plate, rammer and jumping jack type compactors(gas or diesel). Includes all attachments and accessories. Listed in accordance with the weight in kilograms(pounds)

COMPACTORS **[COMP]**

OVER	TO	Code	Rate
0	113 (250)	**0-250**	$5.15
113 (250)	& Higher	**250**	$12.48

CONCRETE MIXERS [CONMX]

DELAY FACTOR = 0.12 **OVERTIME FACTOR = 0.89**

STATIONARY OR PORTABLE [SORP]

Rated by Mfr's capacity in cubic meters (sacks or cubic feet).

OVER	TO	Code	Rate
0	0.10 (3.5)	**0-3.5**	$2.80
0.10 (3.5)	0.17 (6.0)	**03.5-6**	$4.09
0.17 (6.0)	0.31 (11)	**06-11**	$5.27
0.31 (11)	0.45 (16)	**11-16**	$7.49

TRANSIT MIX [TRMX]

PTO type, including carrier. Rated by Mfr's capacity in cubic meters (cubic yards).

OVER	TO	Code	Rate
6.4 (9)	7.6 (10)	**09-10**	$195.64
7.6 (10)	9.2 (12)	**10-12**	$195.09

CONCRETE PUMPS [CONPM]

DELAY FACTOR = 0.15 **OVERTIME FACTOR = 0.86**

Includes truck/carrier or self powered trailer mounted units. Including attachments, accessories and hoses.

ELBA [ELBA]

Model	Code	Rate
K-8020	**1000**	$116.92

MAYCO [MACO]

Model	Code	Rate
C-30HD	**1020**	$21.47
LST-30/60S	**1024**	$36.24

SCHWING [SHWG]

Model	Code	Rate
BPA-1000	**1050**	$41.07
WP-1000X	**1052**	$57.15
WP-1250X	**1054**	$74.19
900-1200 w/28 m boom	**1055**	$110.68
900-1200 w/32 m boom	**1057**	$132.03
BPL 1200 w/36 m boom	**1058**	$141.13

THOMSEN [THOM]

Model	Code	Rate
A-3.75 w/ mixer	**1070**	$28.51
A-7	**1072**	$25.67
11 pump w/28 m boom	**1078**	$137.84
12 pump w/32 m boom	**1082**	$145.49
14 pump w/36 m boom	**1084**	$194.46

CONCRETE SLIPFORM PAVERS [CONSF]

DELAY FACTOR = 0.18 **OVERTIME FACTOR = 0.85**

Includes all attachments and accessories. Detached, independently powered finished bridges or spray/tyne machines are not included.

C.M.I. [CMI]

Model	Code	Rate
SF-250	**2002**	$185.87
SF-350 series 2	**2004**	$290.79
SF-550	**2006**	$393.97

GOMACO [GOMA]

Model	Code	Rate
GP-2000	**2020**	$189.37
GP-2500	**2022**	$213.82
GP-3500	**2024**	$301.30

CONCRETE VIBRATORS [CONVB]

DELAY FACTOR = 0.33 **OVERTIME FACTOR = 0.69**

Includes all attachments and accessories. Includes vibrator motor but independent power, whether air or electric, shall be paid as a separate item.

CONCRETE VIBRATORS [CVIB]

Model	Code	Rate
Each Vibrating Head	**EVHD**	$1.36

CURB EXTRUSION MACHINES [CRBEX]

DELAY FACTOR = 0.23 **OVERTIME FACTOR = 0.82**

Self propelled for asphalt or concrete curb and gutter section. Includes attachments, accessories and molds. Rated by Mfr's maximum width recommendations in millimeters (inches).

CURB EXTRUSION MACHINE [CEM]

OVER	TO	Code	Rate
0	460 (18)	**0-18**	$43.88
460 (18)	& Over	**18 PLUS**	$126.66

CONCRETE BARRIER SLIPFORM PAVERS [CRBSF]

DELAY FACTOR = 0.20 **OVERTIME FACTOR = 0.84**

Includes all attachments, accessories and barrier or curb molds.

C.M.I. [CMI]

Model	Code	Rate
SF-175	**3000**	$136.50

CURBMASTER [CURB]

Model	Code	Rate
CMT-800	**3020**	$83.46

GOMACO **[GOMA]**

Model	Code	Rate
GT-6000-(78&90)	**3040**	$94.40
COMMANDER II	**3045**	$106.69
COMMANDER III	**3050**	$148.55

MILLER FORMLESS **[MILL]**

Model	Code	Rate
M-7500	**3063**	$110.84
M-8100	**3065**	$155.60
M-8800	**3067**	$192.81

ELECTRIC GENERATORS & LIGHT PLANTS [ELGEN]

DELAY FACTOR = 0.13 **OVERTIME FACTOR = 0.88**

Rates are for gas or diesel power and alternating or direct current.

GENERATOR **[GEN]**

Rated in accordance with Mfr's output in kilowatts.

OVER	TO	Code	Rate
0	1	**000-001**	$1.07
1	3	**001-003**	$2.48
3	7.5	**003-008**	$5.12
7.5	15	**008-015**	$11.49
15	25	**015-025**	$18.00
25	50	**025-050**	$18.30
50	100	**050-100**	$32.74
100	200	**100-200**	$65.78
200	300	**200-300**	$111.52
300	400	**300-400**	$152.25
400	500	**400-500**	$190.91

LIGHTS **[LITE]**

Includes trailer, pole and generator.

Model	Code	Rate
2 Light Set	**2 LIGHT**	$5.31
4 Light Set	**4 LIGHT**	$10.88

ELECTRIC POWERED HAND TOOLS [ELTOL]

DELAY FACTOR = 0.61 **OVERTIME FACTOR = 0.42**

Includes electric powered, hand held tools not listed elsewhere in this book. Expendable bits, blades, discs, wheels, etc. shall be paid by separate invoice. Rated in accordance with Mfr's suggested retail price.

TOOLS **[TOOL]**

OVER	TO	Code	Rate
450	600	**045-060**	$0.39
600	800	**060-080**	$0.52
800	1000	**080-100**	$0.66

FORK LIFT TRUCKS [FKLFT]

DELAY FACTOR = 0.22 **OVERTIME FACTOR = 0.80**

Includes attachments and accessories. Listed in accordance with the Mfr's maximum rated capacity in kilograms(pounds).

FORK LIFT TRUCKS **[FLT]**

OVER		TO		Code	Rate
454	(1000)	1814	(4000)	**010-040**	$38.06
1814	(4000)	2722	(6000)	**040-060**	$50.66
2722	(6000)	3629	(8000)	**060-080**	$57.15
3629	(8000)	5443	(12000)	**080-120**	$79.02
5443	(12000)	7258	(16000)	**120-160**	$83.28
7258	(16000)	9072	(20000)	**160-200**	$97.62
9072	(20000)	11340	(25000)	**200-250**	$96.79
11340	(25000)	13608	(30000)	**250-300**	$106.68
13608	(30000)	18144	(40000)	**300-400**	$136.19
18144	(40000)	22680	(50000)	**400-500**	$163.74
22680	(50000)	34020	(75000)	**500-750**	$223.59

GRADERS [GRADR]

DELAY FACTOR = 0.11 **OVERTIME FACTOR = 0.90**

Includes ripper and scarifier attachments and all accessories. Electronic blade control and specialty cutting tools shall be paid separately.

BLADE-MOR **[BMOR]**

Model	Code	Rate
727	**2173**	$32.85
747	**2178**	$47.01

CATERPILLAR **[CAT]**

Model	Code	Rate
120G 87V serial	**2685**	$86.23
130G 74V serial	**2695**	$95.22
12E 99E serial	**2710**	$63.03
12F 73G serial	**2768**	$95.51
12F 13K serial	**2826**	$72.72
12F 89H serial	**2884**	$73.24
12G 61M serial	**2890**	$97.12
12H	**2895**	$110.58
14E 72G serial	**3174**	$97.80
14G	**3180**	$144.62
14H	**3185**	$158.97
140 14U serial	**3250**	$98.91
140G 72V serial	**3260**	$105.40
140H	**3265**	$111.76
140M	**3266**	$174.32
143H	**3267**	$124.70
16 49G serial	**3290**	$127.42
16 49G800 serial	**3348**	$186.42
16 G93U serial	**3360**	$200.93

16H	**3380**	$211.38
160H	**3385**	$131.74
163H	**3390**	$137.78

JOHN DEERE **[DEER]**

Model	Code	Rate
JD-570A	**3890**	$57.01
JD-570B	**3892**	$65.51
JD-670	**3900**	$75.22
JD-670A	**3905**	$81.75
JD-670CH	**3907**	$104.36
JD-770	**3910**	$85.50
JD-770A, 770A-H	**3915**	$99.34
JD-770B	**3916**	$107.23
JD-772CH	**3930**	$126.90

GALION **[GALN]**

Model	Code	Rate
A-400E	**4940**	$80.28
T-400A	**4980**	$77.47
T-500C	**5150**	$89.82
T-500L	**5204**	$90.01
T-500M	**5210**	$92.34

KOMATSU **[KOMA]**

Model	Code	Rate
GD 505A-2	**8980**	$83.85
GD 515A-1	**8986**	$86.21
GD 605A-2	**9000**	$92.68
GD 615A-1	**9005**	$99.55
GD 625A-1C	**9007**	$126.44
GD 655A-2	**9010**	$103.30

HAMMERS, DEMOLITION & PILE [HAMMR]

DELAY FACTOR = 0.21 **OVERTIME FACTOR = 0.81**

Includes attachments, accessories and power unit. Does not include carrier.

ABI **[ABI]**

Model	Code	Rate
HVR-60	**0100**	$45.25

AMERICAN PILE DRIVING **[APE]**

EQUIPMENT

Model	Code	Rate
150	**0010**	$192.32
180	**0050**	$268.54
200/500	**0060**	$297.15
300 VIBRO	**0075**	$333.28
400B VIBRO	**0085**	$533.85

ALLIED STEEL & TRACTOR **[AS&T]**

Model	Code	Rate
800	**0300**	$65.42
HYRAM 720	**0310**	$7.48
HYRAM 725	**0320**	$14.84
HYRAM 730	**0330**	$17.48
HYRAM 740	**0340**	$25.06
HYRAM 750	**0350**	$27.42
HYRAM 77	**0360**	$11.00
HYRAM 770	**0370**	$26.53
HYRAM 780	**0380**	$44.35
HYRAM 790	**0390**	$56.38
HYRAM 88	**0400**	$18.05

DELMAG **[DELM]**

Model	Code	Rate
D-12	**0500**	$27.33
D-16	**0510**	$41.63
D-22	**0520**	$66.19
D-30	**0530**	$49.08
D-30-32	**0540**	$70.67
D-36-32	**0560**	$91.70
D46-32	**0570**	$109.22
D62-22	**0580**	$176.98
D100-13	**0590**	$281.72

FOSTER **[FOST]**

Model	Code	Rate
1700	**0600**	$166.12
4030	**0630**	$232.70
FNV-1800	**0660**	$135.33
FNV-4150	**0693**	$297.66

HYDRAULIC POWER SYS **[HPSI]**

Model	Code	Rate
150	**0420**	$115.89
260	**0430**	$183.66
300	**0440**	$220.35

I.C.E. **[ICE]**

Model	Code	Rate
44-50	**0450**	$278.05
216	**0460**	$99.48
416L	**0470**	$165.97
812	**0480**	$262.91

KENT **[KENT]**

Model	Code	Rate
KHB10G	**0700**	$23.73
KHB 15G	**0710**	$35.91
KHB 30G	**0750**	$35.91
KHB 40G	**0760**	$62.90

NPK **[NPK]**

Model	Code	Rate
4XE	**0795**	$20.24
6XA	**0800**	$15.77
H-10XB	**0810**	$43.86
H-12X	**0815**	$43.27
H-16X	**0820**	$37.90
H-20X	**0840**	$40.56
H4X,HXA	**0860**	$13.72
H7X	**0880**	$16.44

OKADA **[OKAD]**

Model	Code	Rate
UB-5	**0900**	$9.43
UB-8	**0950**	$18.90

RAMMER **[RAMR]**

Model	Code	Rate
S-84	**1000**	$36.79
S-86	**1050**	$40.03

STANLEY **[STAN]**

Model	Code	Rate
MB250	**1100**	$7.90
MB2900	**1120**	$28.28
MB4900	**1140**	$49.99
MB550	**1160**	$12.41
MB800	**1180**	$18.20

TELEDYNE **[TELD]**

Model	Code	Rate
950X	**1190**	$41.51
TB1025	**1195**	$45.91
TB1425X	**1200**	$41.29
TB2225X	**1220**	$77.06
TB425	**1240**	$17.47
TB825X	**1260**	$29.71

TRAMAC **[TRMC]**

Model	Code	Rate
BRH1100	**1300**	$45.18
BRH125	**1310**	$14.28
BRH250	**1320**	$15.22
BRH400	**1330**	$14.58
BRH620	**1340**	$30.39
BRH750	**1350**	$25.46
BRV950	**1360**	$26.70

TUNKER **[TUNK]**

Model	Code	Rate
40.01	**1400**	$198.87
40.05	**1450**	$198.87
60.05	**1460**	$181.11

VULCAN **[VULC]**

Model	Code	Rate
1	**1500**	$30.35
010	**1520**	$44.64
100C	**1540**	$47.86
2300	**1560**	$178.30
80C	**1580**	$37.05

HYDRAULIC CRANES & EXCAVATORS, CRAWLER MOUNTED [HCECL]

DELAY FACTOR = 0.17 **OVERTIME FACTOR = 0.85**

Includes all attachments and accessories required for lifting or digging.
Pavement breaker or compactor attachments are not included.

BANTAM **[BANT]**

Model	Code	Rate
C 266	**0680**	$103.72
C 366	**0690**	$119.67
C 744	**1075**	$77.17

CASE **[CASE]**

Model	Code	Rate
9030B	**0100B**	$113.85
9040	**0110**	$117.70
9060B	**0120B**	$240.93
40E E-Boom	**1600**	$95.29
40E Y-Boom	**1601**	$95.70
50E	**1602**	$120.73
125B	**1602H**	$95.91
170C	**1602N**	$135.05
220B	**1602R**	$171.10
880B Y-Boom	**1609**	$68.17
980B	**1615**	$105.46
1080	**1615E**	$93.28
1080B	**1615J**	$94.96
1280	**1616**	$126.64
1280B	**1616E**	$120.11

CATERPILLAR **[CAT]**

Model	Code	Rate
303.5E CR	**0100**	$36.80
304 CR	**0200**	$38.25
305C CR	**0250**	$52.03
308E2 CR SB	**0270**	$57.50
308DCR	**0271**	$50.36
312	**0300**	$60.85

312C	**0300C**	$72.81
312CL	**0300CL**	$73.00
314CL CR	**0302CLR**	$74.00
315L	**0305**	$73.40
320	**0310**	$96.41
320BL	**0312**	$100.84
320C	**0312C**	$113.45
320CL	**0312CL**	$126.52
320L	**0315**	$97.90
321C LCR	**0320R**	$136.10
321D LCR	**0321R**	$135.09
322L	**0325**	$119.67
323F L	**0326**	$130.61
325	**0330**	$127.11
325BL	**0335**	$146.84
325L	**0340**	$131.97
328D LCR	**0343DR**	$169.44
330BL	**0345**	$180.53
330CL	**0345CL**	$196.50
330D L	**0345DL**	$231.24
330L	**0350**	$167.61
335F L CR	**0350E**	$196.33
336EL	**0351E**	$233.53
336F	**0351F**	$226.05
345BL	**0355**	$232.76
350L	**0360**	$245.02
375L	**0365**	$385.19
205	**1617**	$41.15
211	**1617E**	$62.63
213	**1617H**	$68.77
215	**1618**	$68.46
215B LC	**1619E**	$77.17
215C	**1619F**	$84.97
215D	**1619G**	$94.02
225	**1620**	$98.24
225LC	**1621**	$98.77
225D LC	**1622**	$123.51
227	**1623**	$101.92
229	**1625**	$132.99
231D	**1630**	$151.34
231DLC	**1635**	$152.96
235	**1640**	$154.85
235B	**1642**	$172.09
235 Front Shovel	**1645**	$164.93
235B Front Shovel	**1647**	$183.50
235C	**1648**	$196.51
235DLC	**1649**	$202.58
245	**1650**	$260.51
245B	**1650B**	$287.34
245 Front Shovel	**1652**	$272.64
245B Front Shovel	**1652B**	$303.23
E 180	**1653**	$83.06
EL 180	**1654**	$84.24
EL 200B	**1654E**	$89.19
E 240	**1655**	$106.41
EL 240	**1656**	$107.93
E 300	**1657**	$133.68
E 300B	**1657B**	$148.30
EL 300	**1658**	$135.65
EL 300B	**1658B**	$150.42

JOHN DEERE **[DEER]**

Model	Code	Rate
225D LC	**1575D**	$129.63
330C LC	**1600C**	$185.80
450LC	**1645**	$225.77
490	**1660**	$51.27
490E	**1660E**	$64.09
690A	**1685**	$74.02
690B	**1695**	$88.09
690C	**1697**	$81.61
690D	**1697D**	$84.84
690E LC	**1697ELC**	$96.37
790	**1698**	$102.54
790D	**1698D**	$108.22
790E LC	**1698ELC**	$117.44
792	**1699**	$120.99
890	**1700**	$164.21
890A	**1705**	$148.08
892D LC	**1708**	$137.70
990	**1720**	$177.51
992D LC	**1722**	$197.87
30	**1725**	$24.87
50	**1730**	$39.80
70	**1735**	$36.10
200LC	**1745**	$109.43

DROTT **[DROT]**

Model	Code	Rate
35D E boom	**1835**	$71.74
35D Y boom	**1845**	$72.17
40D E boom	**1930**	$91.49
40D Y boom	**1965**	$96.78
50D	**2005**	$118.21

FIAT-ALLIS **[F-A]**

Model	Code	Rate
FE 18	**9000**	$63.49
FE 20 HD	**9010**	$79.85
FE 20 LC	**9020**	$75.85
FE 28	**9030**	$107.13

FE 40 L	**9040**	$182.07

GRADALL **[GRAD]**

Model	Code	Rate
G 660	**0150**	$85.85
G 660B	**0160**	$110.51
G 660C	**0170**	$111.28
G 880B	**0210**	$117.55
G 880C	**0215**	$111.82
G 1000	**0230**	$186.62
XL4200	**0260**	$115.07
XL5200	**0280**	$139.66

HITACHI **[HIT]**

Model	Code	Rate
UH 07LC	**2630**	$83.29
UH 062	**2660**	$93.94
UH 172	**2695**	$164.56
UH 122	**2750**	$110.17
EX 150	**2797**	$75.17
EX 200 LC	**2800**	$92.25
EX 270 LC	**2806**	$134.34
EX 300LC-2	**2807**	$160.18
EX 300LC-3	**2807A**	$163.81
EX 330LC-5	**2807B**	$188.00
EX 370-5	**2807F**	$187.58
EX 400 LC	**2808**	$212.09
EX 450LC-5	**2808K**	$257.48
EX 550LC	**2809**	$304.90
EX 700	**2810**	$363.51
EX 750-5	**2815**	$406.00
EX 1100	**2880**	$476.71

HYUNDAI **[HYUN]**

Model	Code	Rate
200LC	**2950**	$92.92
210LC-3	**2952C**	$111.70
280LC	**2960**	$138.20
290LC	**2970**	$143.26
450LC	**3010**	$213.14

INTERNATIONAL **[INTL]**

Model	Code	Rate
630	**4250**	$66.77
640 HD	**4260**	$86.78
650 HD	**4280**	$96.10

KATO **[KATO]**

Model	Code	Rate
HD450 VII	**3050**	$62.76
HD700 VII LC	**3060**	$90.54
HD1250 VII LC	**3080**	$153.30

KOBELCO **[KOBL]**

Model	Code	Rate
SK200LC MARK III	**4687**	$97.14
K 903B	**4688**	$46.35
K 904D	**4693**	$49.87
K 904E	**4694**	$52.42
K 904 Mark II	**4694A**	$51.96
K 905	**4695**	$56.28
K 905A LC	**4697**	$60.46
K 907C	**4700**	$80.71
K 907D	**4702**	$86.76
K 907 LC	**4704**	$87.53
K 909A	**4710**	$112.48
K 909 LC	**4711**	$115.09
K 912A	**4712**	$133.38
K 914	**4715**	$158.10
K 916	**4717**	$177.57
SK270LC MARK IV	**4720**	$136.79
SK400LC MARK IV	**4725**	$241.22

KOEHRING **[KOEH]**

Model	Code	Rate
366 post 1980	**4752**	$139.83
466E	**4990**	$161.10
566	**5160**	$172.84
666, 666E	**5225**	$219.10
866, 866E	**5235**	$253.96
6611	**6000**	$51.86
6614	**6005**	$63.60
6612	**6010**	$61.84
6620	**6015**	$88.52
6625	**6020**	$107.53
6633	**6029**	$153.98
6644	**6040**	$203.28

KOMATSU **[KOMA]**

Model	Code	Rate
PC 120-5	**9485**	$65.38
PC 138US LC-10	**9486**	$99.78
PC 150-1	**9490**	$59.60
PC 150-3	**9495**	$72.83
PC 200 LC-2	**9500**	$74.36
PC 200-5	**9504**	$95.54
PC 200 LC-3	**9505**	$88.82
PC 200 LC-5	**9506**	$96.47
PC 220 LC-2	**9510**	$95.98
PC 220 LC-3	**9515**	$110.32
PC 220 LC-5	**9516**	$118.89
PC 220 LC-6	**9516F**	$127.59
PC 220 LC-7	**9516G**	$137.37
PC 280 LC-3	**9517**	$124.79

PC 300 LC-1, LC-2	**9520**	$124.34
PC 300 LC-3	**9525**	$146.51
PC 300 LC-5	**9526**	$164.80
PC 300 LC-6	**9526A**	$179.66
PC 300 LC-7	**9526B**	$201.56
PC 360 LC-3	**9527**	$165.92
PC 400 LC-1	**9530**	$167.59
PC 400 LC-3	**9535**	$195.87
PC 400 LC-5	**9536**	$217.22
PC 400 LC-6	**9537**	$244.28
PC 600 LC-6	**9539**	$335.63
PC 650-1	**9540**	$305.08
PC 650-1 Front Shovel	**9550**	$320.30
PC 650-3	**9552**	$321.03
PC 750-6	**9555**	$403.77
PC 1000-1	**9560**	$481.56
PC 1000 LC-1	**9565**	$494.53
PC 1100 LC-6	**9575LC**	$553.61

LINK-BELT **[L-B]**

Model	Code	Rate
LS 1600	**5390**	$39.71
LS 2650	**5395**	$55.38
LS 2700C II	**5398**	$73.80
2700 QUANTUM	**5399**	$80.40
LS 2800	**5400**	$65.09
LS 2800A	**5402**	$73.79
LS 2800A PL	**5404**	$64.44
LS 2800 PL	**5405**	$61.52
LS 2800B	**5410**	$81.59
LS 3400	**5475**	$107.52
LS 3400C II	**5477**	$113.89
LS 4300	**5660**	$135.47
LS 4300C II	**5662**	$149.30
LS 4800	**5750**	$155.28
LS 4800 PL	**5755**	$141.18
LS 5400	**5805**	$182.04
LS 5800	**5810**	$188.50
LS 5800A	**5812**	$198.51
LS 5800C II	**5814**	$207.15
LS 6400	**5820**	$278.54
LS 7400	**5830**	$281.38
LS 7400A	**5840**	$337.33

MASSEY FERGUSON **[M-F]**

Model	Code	Rate
MF 450D	**6245**	$53.44
MF 450S	**6250**	$57.93

MITSUBISHI **[MITS]**

Model	Code	Rate
MS 090	**6290**	$37.49
MS 180-3	**6295**	$71.85
MS 180 LC-8	**6296**	$81.43
MS 230 LC-3	**6300**	$93.72
MS 240 LC-8	**6305**	$101.37
MS 280-2	**6310**	$114.92
MS 380-2	**6320**	$160.50
MS 450-8	**6330**	$186.71

NORTHWEST **[NW]**

Model	Code	Rate
35 DH	**6335**	$148.18
45 DH	**6340**	$160.14
55 DH	**6345**	$167.94
55 DH Series II	**6360**	$293.74

P&H **[P&H]**

Model	Code	Rate
H 750	**6628**	$69.91
H 1250	**6630**	$118.90
H 1750	**6635**	$145.09
H 2500	**6645**	$186.83
HS 2500	**6650**	$191.78

TAKEUCHI **[TAKU]**

Model	Code	Rate
TB 15	**7686**	$16.11
TB 025	**7686A**	$27.54
TB 045	**7686E**	$45.58
TB 070	**7686H**	$45.17
TB 10S	**7688**	$12.97
TB 35S	**7690**	$26.06
TB 68S	**7692**	$36.91
TB 800	**7695**	$18.17

HYDRAULIC CRANES & EXCAVATORS, SELF PROPELLED. [HCESP]

DELAY FACTOR = 0.13 **OVERTIME FACTOR = 0.88**

Includes all attachments and accessories required for lifting or digging.
Pavement breaker or compactor attachments are not included.

BUCYRUS-ERIE [B-E]

Model	Code	Rate
300C/SP	**1670**	$85.69
320C	**1672**	$85.89
360C	**1678**	$86.24

BADGER [BAGR]

Model	Code	Rate
4425/30	**1565**	$114.57
4435	**1570**	$127.04
4435B	**1573**	$128.53
4435C	**1573C**	$136.65
4445	**1574**	$170.89
4450	**1575**	$134.07
4450B	**1577**	$141.35
4455	**1579**	$171.65

CASE [CASE]

Model	Code	Rate
40E E-Boom, Cruz Air	**1685**	$73.15
40E Y-Boom, Cruz Air	**1687**	$73.38
40F E-Boom, Cruz Air	**1687H**	$75.51
40F Y-Boom, Cruz Air	**1687K**	$76.35
45 E-Boom, Cruz Air	**1688**	$94.95
45 Y-Boom, Cruz Air	**1689**	$99.95
45B E-Boom, Cruz Air	**1689H**	$100.08
45B Y-Boom, Cruz Air	**1689K**	$100.85
880R E-Boom	**1690**	$66.43
880R Y-Boom	**1695**	$66.56
1085 E-Boom, Cruz Air	**1696E**	$75.33
1085 Y-Boom, Cruz Air	**1696Y**	$75.64
1085B Y-Boom, Cruz Air	**1696Z**	$84.93
1285 E-Boom, Cruz Air	**1697E**	$96.14
1285 Y-Boom, Cruz Air	**1697Y**	$96.30
3330 Low Profile	**1698E**	$38.98
3330B	**1698H**	$39.24

CATERPILLAR [CAT]

Model	Code	Rate
206	**1699**	$51.85
212	**1699E**	$66.65
214	**1699H**	$72.03
224	**1699J**	$88.56

GRADALL [GRAD]

Model	Code	Rate
G 3WD, 4x4	**0110**	$110.49

GROVE [GROV]

Model	Code	Rate
24	**3820**	$42.10
36	**3830**	$69.45
68	**3850**	$78.81
1012	**3870**	$93.11
2535	**3880**	$123.23
RT-48	**4030**	$73.09
RT-49	**4115**	$73.39
RT-58	**4285**	$74.68
RT-418	**4354**	$88.13
RT-420	**4356**	$88.13
RT-422	**4358**	$88.13
RT-500D	**4359**	$121.73
RT-525	**4360**	$84.75
RT-525B	**4362**	$87.79
RT-525C	**4363**	$106.12
RT-527.5	**4365**	$85.64
RT-528B	**4370**	$87.79
RT-528C	**4372**	$106.64
RT-60	**4520**	$86.83
RT-60S	**4540**	$88.84
RT-515	**4606**	$84.49
RT-518	**4607**	$86.52
RT-520	**4608**	$88.11
RT-522	**4609**	$87.32
RT-522C	**4609G**	$103.88
RT-625	**4630**	$94.73
RT-630	**4635**	$94.73
RT-630B	**4637**	$100.33
RT-635	**4640**	$108.79
RT-65 S	**4700**	$115.07
RT-740	**4710**	$126.87
RT-745	**4715**	$157.30
RT-75 S	**4720**	$121.37
RT-755	**4725**	$135.44
RT-760	**4727**	$191.03
RT-865	**4730**	$166.72
RT-865B	**4732**	$225.12
RT-875	**4735**	$205.10
RT-980	**4750**	$198.32
RT-990	**4760**	$227.17
RT-9100	**4790**	$283.87

KOMATSU **[KOMA]**

Model	Code	Rate
PW 210-1	**9580**	$118.42

LINK-BELT **[L-B]**

Model	Code	Rate
HSP 15	**5500**	$83.27
HSP 18	**5505**	$83.27
HSP 20	**5510**	$89.57
HSP 22	**5530**	$91.05
HSP 25	**5535**	$96.21
HSP 8015	**5538**	$94.05
HSP 8018	**5538E**	$94.05
HSP 8018XL	**5538G**	$115.19
HSP 8018C	**5538H**	$84.71
HSP 8025	**5538P**	$98.46
HSP 8025 S	**5538PF**	$99.00
HSP 8030	**5538Q**	$112.62
HSP 8035	**5538R**	$162.49
HSP 8040	**5538S**	$162.64
HSP 8050	**5538T**	$164.91
HSP 8055	**5538V**	$150.09
HSP 8060	**5539**	$179.34

LORAIN **[LORN]**

Model	Code	Rate
LRT 15H	**5730**	$85.03
LRT 15U	**5735**	$86.31
LRT 18U	**5740**	$86.83
LRT 35U	**5745**	$126.00
LRT 40U	**5750**	$127.08
LRT 150	**5755**	$84.08
LRT 150D	**5756**	$99.83
LRT 180	**5760**	$84.02
LRT 180D	**5760D**	$99.83
LRT 200	**5765**	$83.74
LRT 200D	**5765D**	$100.00
LRT 220	**5767**	$86.43
LRT 230	**5768**	$90.17
LRT 230D	**5768D**	$100.03
LRT 250	**5769**	$90.20
LRT 250D	**5769D**	$100.03
LRT 275	**5770**	$90.20
LRT 275D	**5770D**	$100.03
LRT 330	**5772**	$117.95
LRT 400	**5773**	$134.37
LRT 450	**5774**	$137.70
LRT 500	**5775**	$140.92
LRT 550	**5790**	$146.49

P&H **[P&H]**

Model	Code	Rate
OMEGA 14	**5790**	$79.27
OMEGA 15	**5792**	$79.27
OMEGA 18	**5794**	$79.72
OMEGA 25	**5795**	$105.48
OMEGA 20	**5796**	$80.44
OMEGA 23	**5796E**	$83.35
OMEGA 30	**5796J**	$108.05
OMEGA 35	**5796P**	$109.07
OMEGA 40	**5797**	$146.43
OMEGA 45	**5797E**	$148.26
OMEGA 50	**5797J**	$149.73
OMEGA 60	**5798**	$156.40
OMEGA 65	**5799**	$180.90
OMEGA 114	**5799C**	$89.11
OMEGA 114D	**5799G**	$87.05
OMEGA 118	**5799Q**	$90.71
OMEGA 118D	**5799S**	$87.20
OMEGA 120	**5799U**	$92.44
OMEGA 120D	**5799W**	$87.95
OMEGA 122	**5799X**	$93.49
OMEGA 122D	**5799Y**	$88.56
OMEGA 125	**5799Z**	$93.88
OMEGA 128	**5799ZA**	$92.39
R 150	**5890**	$68.33
R 150-1	**5910**	$67.81
R 180	**5975**	$68.67
R 200	**6060**	$69.01
OMEGA S-15	**6062**	$108.40
OMEGA S-18	**6063**	$108.40
OMEGA S-20	**6064**	$111.14
S-35	**6064E**	$154.47

PETTIBONE **[PET]**

Model	Code	Rate
16 MK P Series	**6500**	$73.85
20 MK P Series	**6580**	$74.52
25	**6740**	$70.68
25 MK P Series	**6750**	$75.34
29 MK P Series	**6880**	$76.43
30	**6900**	$70.68
30 MK P Series	**6903**	$77.48
30 SC, 30 SC P Series	**6910**	$109.87
60 SC	**6990**	$115.74
60 SC P Series	**6995**	$123.21
70	**7100**	$122.28
70 SC	**7165**	$123.02
70 SC P Series	**7170**	$129.58
80 MK P Series	**7250**	$120.12

80 SC P Series	**7260**	$121.60

R.O. PRODUCTS **[ROP]**

Model	Code	Rate
MC 5A	**8005**	$46.12
MC 50B	**8175**	$72.85
MC 50C	**8260**	$74.25

HYDRAULIC CRANES & EXCAVATORS, TRUCK MTD. W/ CARRIER [HCETD]

DELAY FACTOR = 0.12 **OVERTIME FACTOR = 0.89**

Includes truck/carrier. Includes all attachment and accessories required for lifting or digging. Pavement breaker or compactor attachments are not included.

BUCYRUS-ERIE **[B-E]**

Model	Code	Rate
25 XC	**1360**	$100.79
30 XC	**1370**	$101.47
40 C	**1475**	$92.62
60 XC	**1590**	$162.30
65 C	**1592**	$140.08
90 XC	**1600**	$174.47

BADGER **[BAGR]**

Model	Code	Rate
300 Hydro-Scopic	**0550**	$68.99
460 Hydro-Scopic	**0555**	$84.19
666 Hydro-Scopic	**0560**	$126.87
888 Hydro-Scopic	**0600**	$132.86

BANTAM **[BANT]**

Model	Code	Rate
T 744 Teleskoop	**1285**	$81.75
T 888	**1310**	$121.10
T 888B	**1315**	$142.03

DEVAULT **[DVUT]**

Model	Code	Rate
TK 15-10	**1900**	$63.11

GRADALL **[GRAD]**

Model	Code	Rate
G 3W	**0120**	$85.98
G 660	**0170**	$82.94
G 660B	**0180**	$108.70
G 660C	**0190**	$104.56
G 800	**0210**	$73.66
G 880B	**0220**	$117.47
G 880C	**0230**	$112.81
G 1000	**0240**	$122.31

GROVE **[GROV]**

Model	Code	Rate
TD 520	**2221**	$127.88
TD 522	**2223**	$127.88
TD 525	**2224**	$128.83
TMS 250	**2850**	$119.21
TMS 250A	**2860**	$119.72
TMS 250B	**2870**	$119.72
TMS 250C	**2875**	$162.73
TMS 300	**2922**	$142.26
TMS 300B	**2923**	$160.78
TMS 760	**3180**	$246.21
TMS 865	**3378**	$184.36
TM 875	**3380**	$211.68
TMS 875	**3385**	$212.55
TM 890	**3387**	$225.23
TM 1075	**3390**	$189.91

HIAB **[HIAB]**

Model	Code	Rate
100 AW	**3850**	$58.62
1165	**3852**	$54.94
170 thru 174	**3854**	$53.35
175 thru 177	**3855**	$53.51
550, 5501	**3857**	$56.86
650	**3859**	$57.85

KOEHRING **[KOEH]**

Model	Code	Rate
4460 Teleskoop	**4400**	$83.29
4465 Teleskoop	**4405**	$84.57
4470 Teleskoop	**4410**	$98.12
4475 Teleskoop	**4415**	$99.39

LINK-BELT **[L-B]**

Model	Code	Rate
HTC 14	**4505**	$116.69
HTC 25	**4507**	$116.69
HTC 35	**4509**	$127.00
HTC 50	**4510**	$169.61
HTC 50W	**4520**	$163.28
HTC 814	**4530**	$151.07
HTC 814XL	**4531**	$156.35
HTC 822 S	**4532**	$142.61
HTC 825	**4535**	$134.37
HTC 825 S	**4536**	$143.73
HTC 830	**4537**	$153.12
HTC 835	**4539**	$161.28
HTC 835XL	**4539C**	$182.06
HTC 840	**4539E**	$185.70
HTC 850	**4539G**	$191.11

HTC 855	**4539H**	$170.53
HTC 860	**4539J**	$194.03
HTC 1040	**4540**	$183.69
HTC 1050	**4545**	$185.65
HTC 1055	**4550**	$174.42
HTC 1060	**4555**	$190.56
HTC 11100	**4600**	$335.52

LORAIN **[LORN]**

Model	Code	Rate
MCH 140	**4942**	$136.86
MCH 150	**4946**	$129.18
MCH 180	**4947**	$129.18
MCH 300	**4953**	$149.67
MCH 350	**4955**	$117.92
MCH 400	**4957**	$163.10
MCH 500	**4960**	$127.61

MANITEX **[MANX]**

Model	Code	Rate
1161	**4980**	$61.97
1770	**4985**	$102.46
2284	**4990**	$105.37
2592	**4995**	$107.40

NATIONAL **[NATL]**

Model	Code	Rate
Ser 4/400, 11.3 m (37') boom	**4983**	$57.90
Ser 4/400, 14.0 m (46') boom	**4984**	$58.12
Ser 4/400, 16.8 m (55') boom	**4985**	$58.30
Ser 5/500A/B, 14.3 m (47') boom	**4986**	$63.83
Ser 5/500A/B, 17.1 m (56') boom	**4987**	$64.47
Ser 6/600, 14.3 m (47') boom	**4989**	$63.42
Ser 6/600, 17.1 m (56') boom	**4990**	$63.80
856	**4995**	$64.34
856B	**4996**	$63.47
875	**4997**	$65.12
875B	**4998**	$66.64
Series 85	**4999**	$60.06

P&H **[P&H]**

Model	Code	Rate
ALPHA 100 ton	**5000**	$304.88
CN T-280	**5005**	$170.46
T-150	**5290**	$127.07
T-180	**5380**	$127.53
T-200	**5470**	$128.09
T-250	**5560**	$148.71
CN T-250	**5561**	$172.96
OMEGA T-250	**5570**	$139.99
OMEGA T-300	**5580**	$143.47
OMEGA T-350	**5585**	$144.76
T-300A	**5665**	$138.44
OMEGA T-400	**5666M**	$167.70
OMEGA T-450	**5669**	$169.51
T-600 XL	**5670**	$198.79
OMEGA T-500	**5680**	$169.49
OMEGA T-650	**5745**	$231.41
T-750	**5780**	$158.23

PITMAN **[PIT]**

Model	Code	Rate
Hydralift HL 40 thru 95	**6670**	$53.75
Hydralift HL 100 thru 170	**6675**	$57.71
HL 857	**6685**	$63.02
HL 1200, 1545-T2 or 1580	**6695**	$65.48
POLECAT	**6697**	$67.59
PELICAN	**6699**	$70.63

R.O. PRODUCTS **[ROP]**

Model	Code	Rate
TC-40	**6860**	$54.77
TC-50	**6862**	$56.42
TC-70	**6864**	$57.86
TC-80	**6866**	$57.99
TC-85	**6868**	$57.47
TC-110	**6870**	$62.26
TC-120	**6872**	$62.81
TC-125	**6874**	$62.51
TC-145	**6876**	$65.64
TC-150	**6878**	$63.91

HYDRAULIC CRANES & EXCAVATORS, TRUCK MTD. LESS CARRIER. [HCETG]

DELAY FACTOR = 0.09 **OVERTIME FACTOR = 0.92**

Includes all lifting and digging attachments and accessories. Truck/carrier to be paid separately. Pavement breaker or compactor attachments are not included.

BUCYRUS-ERIE **[B-E]**

Model	Code	Rate
H-3 series two	**1000**	$50.87
H-5 series two	**1300**	$59.29

GALION **[GALN]**

Model	Code	Rate
125 P	**1970**	$62.83
150 P	**1980**	$75.64

GROVE **[GROV]**

Model	Code	Rate
TM 100C	**2020**	$90.87
TM 200C	**2040**	$70.25

HYDRAULIC PERSONNEL LIFTS & AERIAL WORK PLATFORMS [HYLFT]

DELAY FACTOR = 0.21 **OVERTIME FACTOR = 0.80**

Includes self propelled and power take off(PTO) units whether gas, diesel or electric. Rates for any truck or carrier mounted units shall pay for the truck separately. Reach is rated by Mfr's maximum extension in meters(feet).

BOOM TYPE **[BOOM]**

OVER	TO	Code	Rate
0	7.6 (25)	**00-24**	$20.47
7.6 (25)	15.2 (50)	**25-49**	$48.30
15.2 (50)	22.9 (75)	**50-74**	$67.56

SCISSOR TYPE **[SCIS]**

OVER	TO	Code	Rate
0	6.1 (20)	**00-20**	$22.25
6.4 (21)	9.1 (30)	**21-30**	$26.76
9.4 (31)	15.2 (50)	**31-50**	$39.82

LOADERS, CRAWLER [LDRCL]

DELAY FACTOR = 0.11 **OVERTIME FACTOR = 0.90**

Includes all attachments and accessories excluding clam-action buckets and backhoe(see attachment class).

CASE **[CASE]**

Model	Code	Rate
350B	**2370**	$42.38
450B	**2610**	$38.29
455B	**2620**	$40.14
455C	**2620A**	$45.06
1155D	**3555**	$78.42
1155E	**3556**	$86.27
1450	**3560**	$87.07
1450B	**3565**	$96.24
1455B	**3568**	$97.15

CATERPILLAR **[CAT]**

Model	Code	Rate
259D	**2159**	$52.40
289D	**2189**	$55.17
299D XHP	**2190**	$80.32
299D2	**2199A**	$69.60
931B	**3735**	$43.57
931C	**3735C**	$46.10
931 LGP	**3740**	$41.08
931B LGP	**3745**	$44.72
935B	**3845**	$51.65
935C	**3845C**	$54.70
939C	**3900**	$76.01
943	**4130**	$65.10
943 LGP	**4135**	$61.78
951C 86J 1992 serial	**4200**	$59.88
951C 86J 2598 serial	**4210**	$65.61
951C LGP 86J 2598 ser	**4215**	$66.48
953	**4220**	$88.01
953 LGP	**4230**	$82.79
955L 85J 6247 serial	**4675**	$84.40
955L 85J 13X10129 ser	**4680**	$90.71
955L LGP 85J 13X10129	**4685**	$91.07
963	**4690**	$121.35
963 LGP	**4693**	$111.32
973	**4695**	$184.82
973 LGP	**4698**	$156.62
977K	**5014**	$99.89
977K 11K serial	**5092**	$104.24
977L 11K 3919 serial	**5170**	$120.65
977L 11K 5083 serial	**5180**	$130.41
977L 14X serial	**5185**	$135.28
977L LGP	**5190**	$134.93
983	**5248**	$185.36
983B	**5265**	$197.96

JOHN DEERE **[DEER]**

Model	Code	Rate
JD 350C	**5420**	$44.91
JD 450C (4 speed PS)	**5805**	$44.57
JD 455D	**5807**	$46.77
JD 455E	**5809**	$47.59
JD 455G	**5809A**	$56.99
JD 555	**5810**	$50.21
JD 555A	**5812**	$55.31
JD 555B	**5814**	$54.50
JD 555G	**5814A**	$76.93
JD 655	**5815**	$79.10
JD 655B	**5817**	$90.62
JD 755	**5820**	$74.97
JD 755A	**5822**	$92.84
JD 755B	**5824**	$104.70
JD 855	**5830**	$140.77

DRESSER **[DRES]**

Model	Code	Rate
100E (PS)	**9000**	$45.96
100G	**9005**	$52.74
125E (PS)	**9010**	$56.50
125G	**9015**	$63.40
175C (PS)	**9020**	$111.40
200	**9025**	$129.10
250C (PS)	**9030**	$133.31
250E (PS)	**9035**	$153.32

KOMATSU **[KOMA]**

Model	Code	Rate
D 53S-16	**7878**	$75.93
D 53S-17	**7878A**	$89.21
D 55S-2	**7900**	$78.76
D 55S-3	**7978**	$78.76
D 57S-1	**8000**	$103.93
D 65S-6	**8017**	$103.33
D 66S-1	**8020**	$138.49
D 75S-2	**8056**	$112.05
D 75S-3	**8060**	$138.39
D 75S-5	**8061**	$194.51
D 155S-1	**8080**	$266.95

LOADERS, RUBBER TIRE [LDRRT]

DELAY FACTOR = 0.11 **OVERTIME FACTOR = 0.90**

Includes all attachments and accessories. Clam-action buckets, 4WD and backhoes are excluded unless otherwise noted.

ALLIS-CHALMERS **[A-C]**

Model	Code	Rate
710C	**0747**	$44.56
714B	**0750**	$43.60
714C w/ backhoe	**0752**	$46.25
715B w/ backhoe	**0765**	$45.62
715C w/ backhoe	**0767**	$46.52

CASE **[CASE]**

Model	Code	Rate
W-11	**1365**	$41.10
W-11B	**1368**	$50.28
W-18	**1444**	$70.41
W-18 9213140 serial	**1450**	$74.16
W-18B	**1460**	$79.92
W-20	**1472**	$74.29
W-20B	**1480**	$75.11
W-20C	**1482**	$80.76
W-30	**1565**	$110.91
480B	**1636**	$35.95
480B w/ backhoe	**1640**	$37.30
480C	**1650**	$46.29
480C w/ backhoe	**1660**	$47.92
480D	**1662**	$51.65
480D w/ backhoe	**1664**	$53.69
480E w/ backhoe	**1666**	$43.88
480E LL	**1667**	$42.61
480F w/ backhoe	**1668**	$45.25
480F LL	**1669**	$43.40
480LL	**1677**	$51.70
570L XT 4WD	**1690**	$49.61
570N XT	**1700**	$62.56
580B w/ backhoe	**1705**	$46.89
580C	**1710**	$37.17
580C w/ backhoe	**1715**	$39.16
580D	**1717**	$38.59
580D w/ backhoe	**1720**	$41.21
580 Super D	**1725**	$42.12
580 Super D w/ backhoe	**1727**	$44.79
580 Super E	**1731**	$43.43
580 Super E w/ backhoe	**1735**	$46.31
580K w/ backhoe	**1739**	$46.61
580K 4WD w/ backhoe	**1740**	$47.75
580 Super K w/ backhoe	**1742**	$51.56
580L w/ backhoe	**1743**	$51.84
580 Super L 4WD w/ backhoe	**1744**	$60.08
590 Turbo w/ backhoe	**1745**	$63.06
590 Super L 4WD w/ backhoe	**1746**	$65.61
621	**1750**	$85.09
721	**1752**	$103.28
821	**1754**	$126.20
680E w/ backhoe	**1840**	$59.07
680G w/ backhoe	**1850**	$57.75
680H w/ backhoe	**1852**	$60.77
680K w/ backhoe	**1854**	$66.61
680L w/ backhoe	**1856**	$67.38
680L 4WD w/ backhoe	**1857**	$68.23
780 w/ backhoe	**1864**	$76.41
780B w/ backhoe	**1866**	$81.40
780C w/ backhoe	**1867**	$82.75
780D w/ backhoe	**1868**	$83.56
780D 4WD w/ backhoe	**1869**	$85.02

CATERPILLAR **[CAT]**

Model	Code	Rate
415F2	**1850F2**	$59.47
416 w/ backhoe	**1860**	$46.48
416 Series II w/ backhoe	**1860A**	$46.73
416B 4WD w/ extend-a-hoe	**1861A**	$57.30
416C 4WD w/ backhoe	**1861C**	$59.19
416D w/ backhoe	**1861D**	$54.10
416D 4WD w/ backhoe	**1861D4**	$55.26
420D w/ backhoe	**1861M**	$60.76
420D 4WD w/ backhoe	**1861M4**	$61.92
420E	**1861N**	$72.44
420F2	**1861N2**	$86.28
426 w/ backhoe	**1862**	$52.53
426 Series II w/ backhoe	**1862A**	$52.78
426C w/ backhoe	**1862C**	$65.47
426C 4WD w/ backhoe	**1862C4**	$66.96
428 w/ backhoe	**1864**	$52.50
428 Series II w/ backhoe	**1864A**	$52.75

430D	**1865D**	$72.91
430E	**1865E**	$77.08
436 w/ backhoe	**1866**	$57.31
436 Series II w/ backhoe	**1866A**	$57.52
446 w/ backhoe	**1868**	$73.68
446B w/ backhoe	**1868B**	$81.12
446D	**1868D**	$83.62
450E	**1869E**	$101.09
910	**1870**	$49.43
910E	**1870E**	$58.04
916	**1885**	$65.75
920	**1894**	$60.39
926	**2065**	$77.68
926E	**2067**	$83.65
928G	**2070G**	$99.43
930 41K serial	**2088**	$74.21
930G	**2088G**	$117.99
936	**2100**	$93.97
936E	**2110**	$102.32
936F	**2120**	$106.30
938F	**2130**	$108.22
938G	**2130G**	$122.51
950 90A serial	**2228**	$81.64
950 31K & 81J serial	**2270**	$95.87
950B	**2272**	$117.38
950E	**2300**	$124.30
950F	**2301**	$131.11
950F Series II	**2303**	$135.07
950G	**2310**	$144.75
950H	**2310H**	$166.55
950M	**2310M**	$199.62
962G	**2320G**	$158.71
966C	**2340**	$137.90
966D	**2350**	$153.61
966E	**2360**	$169.06
966F	**2361**	$172.75
966G	**2362**	$192.60
966H	**2362H**	$222.92
966K	**2362K**	$228.25
966M	**2362M**	$245.68
970F	**2370**	$201.93
972G	**2372G**	$215.12
972M	**2372M**	$254.29
980B	**2376**	$180.17
980C	**2378**	$214.84
980F	**2381**	$221.12
980G	**2382**	$243.39
980H	**2382H**	$264.41
982M	**2385M**	$352.66
988 87A6868 serial	**2398**	$221.09
988B 50W serial	**2436**	$306.74
992B 25K serial	**2460**	$390.59
992C	**2470**	$582.92
IT 12	**2472**	$50.25
IT 12B	**2472B**	$58.47
IT 14F	**2473**	$67.56
IT 18	**2474**	$64.41
IT 18B	**2475**	$72.73
IT 28	**2476**	$78.18
IT 28B	**2477**	$84.41
IT 28F	**2477G**	$97.53
IT 28G	**2478**	$100.91
IT 38G	**2480**	$116.32
IT 62G	**2482**	$160.07

CLARK **[CLRK]**

Model	Code	Rate
35C	**2484**	$62.02
45C	**2486**	$72.45
55C	**2488**	$87.65
75C	**2491**	$114.00
125B	**2492**	$148.09
275B	**2496**	$256.59
275C	**2497**	$276.44

JOHN DEERE **[DEER]**

Model	Code	Rate
JD-210C	**2485**	$39.82
JD-210C w/ backhoe	**2490**	$39.51
JD-210LE	**2495**	$51.93
JD-310A w/ backhoe	**2504**	$41.46
JD-310B w/ backhoe	**2506**	$42.19
JD-310C w/ backhoe	**2507**	$46.61
JD-310D w/ backhoe	**2507D**	$52.14
JD-310E w/ backhoe	**2507E**	$53.28
JD-310SE w/ backhoe	**2507F**	$59.72
310G	**2507G**	$54.68
JD-315SE w/ backhoe	**2507H**	$60.39
JD-410 w/ backhoe	**2508**	$45.17
JD-410B w/ backhoe	**2508B**	$45.91
JD-410C w/ backhoe	**2508C**	$54.17
JD-410D w/ backhoe	**2508D**	$64.00
JD-410E w/ backhoe	**2508E**	$67.27
410G	**2508G**	$68.73
410J 4WD	**2508J**	$78.40
410K	**2508K**	$84.13
JD-444	**2510**	$60.35
JD-444C	**2515**	$62.48
JD-444D	**2520**	$64.66
JD-444E	**2521**	$69.91
JD-500C w/ backhoe	**2592**	$58.59

JD-510 w/ backhoe	**2620**	$54.95
JD-510B w/ backhoe	**2625**	$52.17
JD-510C w/ backhoe	**2630**	$61.81
JD-510D w/ backhoe	**2630D**	$72.56
JD-544B	**2660B**	$74.76
JD-544C	**2660C**	$76.48
JD-544D	**2660D**	$75.33
JD-544E	**2660E**	$83.20
JD-544G	**2660G**	$90.97
544J	**2660J**	$118.06
544K	**2660K**	$131.92
JD-610B w/ backhoe	**2690**	$59.65
JD-610C w/ backhoe	**2691**	$68.42
JD-624E	**2700**	$99.32
JD-624G	**2700G**	$111.59
JD-624H	**2700H**	$122.29
JD-644B	**2710**	$103.34
JD-644C	**2715**	$106.46
JD-644D	**2717**	$110.58
JD-644E	**2719**	$118.77
JD-644G	**2719B**	$133.69
JD-644H	**2719H**	$142.93
644J	**2719J**	$156.98
JD-710B w/ backhoe	**2720**	$76.61
JD-710C w/ backhoe	**2721**	$84.94
JD-710D w/ backhoe	**2722**	$91.34
JD-710D 4WD w/ backhoe	**2722D**	$93.41
710G	**2722G**	$96.37
JD-744H	**2723**	$194.01
744J	**2723J**	$226.88
JD-844	**2725**	$190.24

DRESSER **[DRES]**

Model	Code	Rate
510B	**2310**	$58.44
510C	**2310C**	$77.65
515B	**3517**	$76.04
515C	**3517C**	$91.63
520B	**3519**	$87.76
520C	**3519C**	$109.09
530	**3520**	$122.61
530C	**3520C**	$131.95
540	**3530**	$166.08
550	**3540**	$166.52

FIAT-ALLIS **[F-A]**

Model	Code	Rate
545B	**3042**	$72.13
745C	**3046**	$141.73
FR 10	**3049H**	$75.90
FR 10B	**3049I**	$82.13
FR 20	**3050**	$158.81
FR 30	**3051**	$206.92
FR 20B	**3051B**	$175.70
FR 35	**3052**	$273.22

FORD **[FORD]**

Model	Code	Rate
545C	**3054**	$42.87
650 w/ backhoe	**3056**	$47.57
655A w/ backhoe	**3056F**	$52.40
655C w/ backhoe	**3056G**	$57.06
750 w/ backhoe	**3057**	$61.81
755 w/ backhoe	**3061**	$65.21
755B w/ backhoe	**3063**	$74.05
755A w/ backhoe	**3065**	$72.56
A-62	**3114**	$63.88
A-64	**3116**	$77.54
A-66	**3118**	$100.65

FURUKAWA **[FURU]**

Model	Code	Rate
FL 320A	**3120M**	$143.20
FL 330	**3120S**	$156.01

HOUGH **[HOUG]**

Model	Code	Rate
H65C	**3578**	$100.34
H-90E	**3884**	$172.14
H-100C	**3954**	$203.37

INTERNATIONAL **[INTL]**

Model	Code	Rate
260A	**2260**	$46.27
260A w/ backhoe	**2270**	$48.03
270A w/ backhoe	**2280**	$52.91
280A w/ backhoe	**2285**	$64.46

J C B **[JCB]**

Model	Code	Rate
214S w/ backhoe	**4430**	$62.69
215S w/ backhoe	**4435**	$68.71
217S w/ backhoe	**4440**	$72.24
3C 1550 2WD w/ hoe	**4448**	$44.91
3D 1700 4WD w/ hoe	**4450**	$59.66
1400B w/ backhoe	**4455**	$50.85
1550B w/ backhoe	**4457**	$58.20
1600B w/ backhoe	**4458**	$66.85
1700B w/ backhoe	**4459**	$68.00

KAWASAKI **[KAWA]**

Model	Code	Rate
60Z IV	**4300**	$85.03
65Z IV	**4310**	$94.95

KSS 80Z II	**4330**	$123.20
80Z III	**4335**	$141.67
80Z IV	**4340**	$143.89
85Z IV	**4345**	$181.16
90Z III	**4350**	$200.96
90Z IV	**4355**	$205.35
95Z IV-2	**4360**	$261.86

KOMATSU **[KOMA]**

Model	Code	Rate
W 120-3	**4520**	$144.84
W 180-1	**4525**	$204.88
WA 200-1	**4536**	$81.24
WA 250-1	**4537**	$110.82
WA 300-1	**4538**	$106.26
WA 320-1	**4539**	$129.41
WA 350-1	**4540**	$124.80
WA 380-1	**4541**	$153.97
WA 380-3	**4541C**	$153.16
WA 400-1	**4542**	$149.12
WA 420-3	**4543C**	$175.80
WA 450-1	**4544**	$184.39
WA 450-2	**4544B**	$207.43
WA 450-3	**4544C**	$209.71
WA 470-1	**4545**	$202.53
WA 500-1	**4546**	$242.18
WA 600-1	**4550**	$356.71
WB 140-2 4WD	**4700**	$65.51
WB 150-2 4WD	**4710**	$75.37

MASSEY FERGUSON **[M-F]**

Model	Code	Rate
MF 44C	**5143**	$78.01
MF 50H Series S	**5150**	$46.41
MF 50H Series S, 4WD	**5152**	$47.14
MF 50HX Series S	**5154**	$50.12
MF 50HX Series S, 4WD	**5156**	$51.05
MF 55C	**5170**	$100.01
MF 60 w/ backhoe	**5171**	$48.63
MF 60H Series S w/ hoe	**5172**	$52.54
MF 66C	**5174**	$127.29
MF 80 w/ backhoe	**5182**	$69.71
MF 88	**5184**	$202.12
640	**6000**	$46.51
650	**6010**	$49.86

NEW HOLLAND **[NHND]**

Model	Code	Rate
545D	**0100**	$44.45
575E w/ backhoe	**0110**	$62.14
655D w/ backhoe	**0120**	$55.74
655E w/ backhoe	**0130**	$66.61
675D 4WD w/ backhoe	**0140**	$64.30
675E 4WD w/ backhoe	**0150**	$76.08

TEREX **[TERX]**

Model	Code	Rate
70C	**7938**	$180.48
72-61	**8036**	$222.01
72-71B	**8055**	$288.14
72-81	**8080**	$337.86

VOLVO-MICHIGAN-EUCLID **[VME]**

Model	Code	Rate
175B	**6186**	$184.69
175C	**6186C**	$208.10
275B	**6330**	$234.56
275C	**6330C**	$276.44
L-70C	**9570C**	$93.35
L-90	**9575**	$111.74
L-120	**9595**	$145.24
L-120C	**9595C**	$151.01
L-150C	**9598C**	$187.44
L-160	**9600**	$194.84
L-180C	**9602C**	$210.04
L-190	**9605**	$226.09
L-250G	**9606G**	$337.68

LEADS, PILE DRIVING [LEADS]

DELAY FACTOR = 0.45 **OVERTIME FACTOR = 0.59**

FIXED **[FIXD]**

Includes headblock, taper top, tip sled and connector, foot yoke, foot yoke sheave, intermediate flights, and all attachments and accessories. Rated in accordance with height of the lead measured in meters (linear feet)

OVER	TO		Code	Rate
0	16.8 (55)	(w/o spotter)	**0100**	$26.89
16.8 (55)	32.0 (105)	(w/o spotter)	**0200**	$34.26
over	32.0 (105)	(w/o spotter)	**0300**	$42.90
0	16.8 (55)	(w/ spotter)	**1100**	$45.50
16.8 (55)	32.0 (105)	(w/ spotter)	**1200**	$54.27
over	32.0 (105)	(w/ spotter)	**1300**	$64.31

SWINGING **[SWNG]**

Includes headblock, taper top, tip sled and connector, foot yoke, foot yoke sheave, intermediate flights, and all attachments and accessories. Rated in accordance with the height of the lead measured in meters (linear feet).

OVER	TO		Code	Rate
0	16.8 (55)	(w/o spotter)	**0400**	$17.82
16.8 (55)	32.0 (105)	(w/o spotter)	**0500**	$24.79
over	32.0 (105)	(w/o spotter)	**0600**	$33.43
0	16.8 (55)	(w/ spotter)	**1400**	$36.43

16.8 (55)	32.0	(105)	(w/ spotter)	**1500**	$44.80
over	32.0	(105)	(w/ spotter)	**1600**	$54.83

NON-OPERATED EQUIPMENT (DAILY RATES) [NONOP]

DELAY FACTOR = 0.55 **OVERTIME FACTOR = 1.00**

Note various units for different items. The following allowance is entered on the extra work bill by using the (unit listed x number of days) in the hours worked column. The following list is limited to items with long estimated lives. Additional traffic related items such as cones and barricades, are still listed under TRAFC in this publication. Other non-operated items with short estimated lives should be treated as materials and should not be "rented". Non rented items are 1) intended to be job specific (amortized over the life of the project) and 2) have an estimated life measured by number of uses rather than a length of time.

MISCELLANEOUS [MISC]

Model	Code	Rate
Casing, 450 mm dia, per 0.3 m (Casing, 18" dia, per lf)	**0120**	$0.05
Casing, 650 mm dia, per 0.3 m (Casing, 26" dia, per lf)	**0130**	$0.08
Casing, 900 mm dia, per 0.3 m (Casing, 36" dia, per lf)	**0140**	$0.11
Casing, 1800 mm dia, per 0.3 m (Casing, 72" dia, per lf)	**0150**	$0.27
Casing, 2400 mm dia, per 0.3 m (Casing, 96" dia, per lf)	**0160**	$0.34
Casing, 2700 mm dia, per 0.3 m (Casing, 108" dia, per lf)	**0170**	$0.39
Casing, 3000 mm dia, per 0.3 m (Casing, 120" dia, per lf)	**0180**	$0.51
Pile, all depths "H" pile, per 45.0 kg (Pile, all depths "H" pile, per hundred-weight)	**0190**	$0.05
Pipe, 250-300 mm dia, per 0.3 m (Pipe, 10-12" dia, per lf)	**0200**	$0.03
Plate, 22 mm thick, per 9.3 sm (Plate, 7/8" thick, per 100 sf)	**0210**	$1.64
Plate, 25 mm thick, per 9.3 sm (Plate, 1" thick, per 100 sf)	**0220**	$1.87
Plate, 38 mm thick, per 9.3 sm (Plate, 1.5" thick, per 100 sf)	**0230**	$2.80

SCAFFOLDING, SHORING, [SSFW]

FALSEWORK

Model	Code	Rate
Metal form, 1.8 m x3.0 m, per 14.6 m (Metal form, 6x10 box culvert, per 48 lf)	**0310**	$56.99
Metal form, 2.4 m x3.7 m, per 15.2 m (Metal form, 8x12 box culvert, per 50 lf)	**0320**	$63.16
Metal form, 2.1 m x4.3 m, per 15.2 m (Metal form, 7x14 box culvert, per 50 lf)	**0330**	$69.42
Metal form, type 25 barrier, per 3.0 m (Metal form, type 25 barrier, per 10 lf)	**0340**	$3.46
Metal form, type 26 barrier, per 3.0 m (Metal form, type 26 barrier, per 10 lf)	**0350**	$3.66
Metal form, type 27 barrier, per 3.0 m (Metal form, type 27 barrier, per 10 lf)	**0360**	$3.15
Metal form, type 50 barrier, per 3.0 m (Metal form, type 50 barrier, per 10 lf)	**0370**	$3.41
Metal form, 1.8 m x 3.7 m girder panel, per 0.1 sm (6x12 girder panel, per sf)	**0380**	$0.20
Metal form, all heights paving, per 3.0 m (Metal form, all heights paving, per 10 lf)	**0390**	$0.05
Scaffolding, 1.5 m section, per section (Scaffolding, 5' section, per section)	**0410**	$0.71
Scaffolding, 3.0 m section, per section (Scaffolding, 10' section, per section)	**0420**	$1.58
Scaffolding, 4.6 m section, per section (Scaffolding, 15' section, per section)	**0430**	$2.08
Scaffolding, bottom/top section, per 1.5 m section (per 5 ft section)	**0440**	$0.98
Scaffolding, 2.1 m high, rolling (Scaffolding, 7' high, rolling)	**0450**	$1.48
Scaffolding, spider staging, plus air compressor	**0460**	$31.75
Shoring, 1.1 m deep x 2235 mm wide, per section (Shoring,3.5' deep x 88" wide trench, per section)	**0510**	$1.64
Shoring, 1.2 m deep x 3.7 m wide box, per 7.3 m (Shoring, 4' deepx12' wide trench box, per 24')	**0515**	$14.90
Shoring, 1.5 m deep x 2235 mm wide, per section (Shoring, 5' deep x 88" wide trench, per section)	**0520**	$1.72
Shoring, 2.1 m deep x 1397 mm wide, per section (Shoring, 7' deep x 55" wide trench, per section)	**0530**	$1.51
Shoring, 2.1 m deep x 2235 mm wide, per section (Shoring, 7' deepx88" wide trench, per section)	**0540**	$1.81
Shoring, 2.4 m deep x 4.6 m wide, per 3.0 m (Shoring, 8' deepx15' wide trench box, per 10')	**0550**	$12.28
Shoring, 2.4 m deep x 2.4 m max width, per 7.3 m(8' deep x 8' max width trench box, per 24')	**0560**	$24.25
Shoring, 3.0 m deep x 2.4 m max box, per 4.9 m (Shoring, 10' deepx8' max trench box, per 16')	**0570**	$21.77
Shoring, 3.0 m deep x 2.4 m max box, per 7.3 m (Shoring, 10' deepx8' max trench box, per 24')	**0580**	$30.29
Wood, 50 mm x255 mm, per 30.5 m (Wood, 2"x10", per 100 lf)	**0605**	$0.21
Wood, 50 mm x305 mm, per 30.5 m (Wood, 2"x12", per 100 lf)	**0610**	$0.26
Wood, 100mm x100mm, per 30.5 m (Wood, 4"x4", per 100 lf)	**0615**	$0.18
Wood, 100 mm x150 mm, per 30.5 m (Wood, 4"x6", per 100 lf)	**0620**	$0.25
Wood, 100 mm x205 mm, per 30.5 m (Wood, 4"x8", per 100 lf)	**0625**	$0.36
Wood, 100 mm x305 mm, per 30.5 m (Wood, 4"x12", per 100 lf)	**0630**	$0.54
Wood, 150 mm x305 mm, per 30.5 m (Wood, 6"x12", per 100 lf)	**0635**	$0.90
Wood, 150 mm x455 mm, per 30.5 m (Wood, 6"x18", per 100 lf)	**0640**	$1.45
Wood, 205 mm x405 mm, per 30.5 m (Wood, 8"x16", per 100 lf)	**0645**	$1.77

Wood, 305 mm x455 mm, per 30.5 m (Wood, 8"x18", per 100 lf)	**0650**	$2.00
Wood, 305 mm x305 mm, per 30.5 m (Wood, 12"x12", per 100 lf)	**0655**	$1.72
Wood form, type 27 barrier, per 2.4 m (Wood form, type 27 barrier, per 8 lf)	**0660**	$0.37
Wide flange beam, all depths, per 45 kg (Wide flange beam, all depths, per hundred wt.)	**0670**	$0.05

TANK **[TANK]**

Model	Code	Rate
Tank, metal, 0-2270 liters (0-600 gallons)	**0710**	$0.97
Tank, metal, 2270-4540 liters (600-1200 gal)	**0720**	$1.33
Tank, metal, 4540-9840 liters (1200-2600 gal)	**0730**	$3.29
Tank, metal, 22 710 liters (6000 gallons)	**0740**	$6.62
Tank, metal, 28 390 liters (7500 gallons)	**0750**	$8.31
Tank, metal, 30 280 liters (8000 gallons)	**0760**	$8.79
Tank, metal, 37 850 liters (10000 gallons)	**0770**	$9.75

TRAFFIC SAFETY **[TRAF]**

Model	Code	Rate
Crash cushion barrel, filled, each	**0810**	$1.37
K-rail, temporary concrete barrier, per 6.1 m (20 lf)	**0820**	$0.63

PAVEMENT GRINDERS, DIAMOND BLADES [PGDIA]

DELAY FACTOR = 0.09 **OVERTIME FACTOR = 0.92**

Includes water(but not water truck or trailer), coolant, cutting compounds and all attachments and accessories. Replacement blades are included in the rates listed below.

CONCUT **[CCUT]**

Model	Code	Rate
BC-38 (136 blades)	**0500**	$205.81
BC-244 (187 blades)	**0505**	$252.03
BC-1268 (48 blades)	**0510**	$77.93

CUSHION CUT **[CUCT]**

Model	Code	Rate
HG-130A (127 blades)	**0600**	$193.62
PC-390(171 blades)	**0610**	$303.07

PENHALL **[PENH]**

Model	Code	Rate
G-38 (172 blades)	**0800**	$389.11

TARGET **[TARG]**

Model	Code	Rate
CG-65 (41 blades)	**0900**	$115.15
PRM-3804 (170 blades)	**0905**	$429.54

PAVEMENT GRINDERS, TUNGSTEN-CARBIDE BITS [PGT-C]

DELAY FACTOR = 0.12 **OVERTIME FACTOR = 0.90**

Includes water(but not water truck or trailer), coolant, cutting compounds and all attachments and accessories. Replacement bits or tips are included in the rates listed below.

BARBER-GREENE **[B-G]**

Model	Code	Rate
RX-20	**0100**	$206.49
RX-30	**0105**	$328.07
RX-40B	**0110**	$383.88
RX-50	**0115**	$450.47
RX-80B	**0120**	$758.19

CATERPILLAR **[CAT]**

Model	Code	Rate
PM-800	**0200**	$584.29
PR-105	**0201**	$98.75
PR-275	**0205**	$272.40
PR-450	**0210**	$403.85
PR-750	**0215**	$600.10
PR-750B	**0216**	$625.73
PR-1000	**0220**	$821.29

C.M.I. **[CMI]**

Model	Code	Rate
PR-275 RT	**0150**	$260.38
PR-375	**0155**	$334.25
PR-450	**0160**	$383.95
PR-525	**0165**	$420.70
PR-500FL	**0170**	$455.83
PR-750	**0175**	$582.88
PR-800-7	**0177**	$635.07
PR-1000	**0180**	$683.45

INGERSOLL-RAND **[I-R]**

Model	Code	Rate
MW-175	**0280**	$114.62
MW-250	**0285**	$122.68
MW-250C	**0286**	$147.38
MT-6520 (crawler)	**0300**	$371.46
MW-6520	**0305**	$265.55
MW-6520HC	**0310**	$346.51
MT-7000	**0315**	$471.87

WIRTGEN **[WIRT]**

Model	Code	Rate
300VC	**0380**	$43.74
1000VC	**0390**	$166.17
1900DC	**0395**	$393.47
2000VC	**0400**	$383.34
2100VC	**0402**	$496.82
2200VC	**0405**	$654.06
3500VC	**0410**	$666.47
4200VC	**0420**	$684.42

PUMPS, WATER HOSE [PUMWA]

DELAY FACTOR = 0.36 **OVERTIME FACTOR = 0.68**

Centrifugal and diaphragm types (including submersibles). Rate includes power (gas, diesel or electric generator), 7.6 meters(25 lineal feet) of suction hose, 15.2 meters (50 lineal feet) of discharge hose, foot valve and all fittings, attachments and accessories.

A PUMP **[APMP]**

Listed by Mfr's rated capacity measured in thousands of liters per minute (thousands of gallons per hour) at 3.0 meters (10 feet) of suction head.

OVER	TO	Code	Rate
0	0.6 (10)	**000-010**	$4.51
0.6 (10)	1.3 (20)	**010-020**	$6.94
1.3 (20)	1.9 (30)	**020-030**	$8.21
1.9 (30)	3.2 (50)	**030-050**	$29.86
3.2 (50)	7.9 (125)	**050-125**	$35.42
7.9 (125)	15.8 (250)	**125-250**	$41.83

INLET-SUCTION HOSE **[INHS]**

Additional 7.6 meter (25 foot) lengths of suction hose shall be paid based on the inside hose diameter in millimeters (inches).

OVER	TO	Code	Rate
0	60 (2.5)	**0-2.5**	$0.10
60 (2.5)	80 (3)	**2.5-3.5**	$0.16
80 (3)	100 (4)	**3.5-4**	$0.23
100 (4)	150 (6)	**4-6**	$0.38

OUTLET-DISCHARGE HOSE **[OUHS]**

Additional 15.2 meter (50 foot) lengths of discharge hose shall be paid based on the inside hose diameter in millimeters (inches).

OVER	TO	Code	Rate
0	60 (2.5)	**0-2.5**	$0.07
60 (2.5)	90 (3.5)	**2.5-3.5**	$0.13
90 (3.5)	100 (4)	**3.5-4**	$0.19
100 (4)	150 (6)	**4-6**	$0.26

ROLLERS, TANDEM STEEL WHEELS [ROL-2]

DELAY FACTOR = 0.10 **OVERTIME FACTOR = 0.91**

Includes all attachments and accessories.

BOMAG **[BMAG]**

Model	Code	Rate
BW-4AS	**1150**	$29.89
BW-6AS	**1155**	$31.59
BW-10AS	**1160**	$54.25
BW-12AS	**1165**	$55.06

DRESSER **[DRES]**

Model	Code	Rate
S3-5B	**2500**	$39.34
S8-12A	**2520**	$51.60
S10-14A	**2525**	$52.41

FERGUSON **[FERG]**

Model	Code	Rate
3-5 ton	**4048**	$24.43
3-5A	**4048A**	$25.77
4-6A	**4142A**	$25.92
5-8 ton	**4236**	$58.23
5-8A	**4240**	$43.90
8-12 ton	**4424**	$45.61
8-12B	**4424B**	$47.57
8-12A	**4430**	$44.94
10-14 ton	**4450**	$46.55
10-14A	**4455**	$45.48
10-14B	**4455B**	$48.16

GALION **[GALN]**

Model	Code	Rate
4-6 ton roll-o-static	**4650**	$38.42
S4-6A, S4-6B	**4670**	$41.13
5-8 ton roll-o-static	**4800**	$44.75
S5-8A	**4820**	$47.25
8-10.5 ton roll-o-static	**4988**	$45.42
S8-10.5A	**5000**	$47.99
8-12 ton roll-o-static	**5176**	$45.74
S8-12A	**5190**	$48.67

HYSTER **[HYST]**

Model	Code	Rate
C 330A 3-5 ton	**6520**	$40.88
C 330B 3-5 ton (Hypac)	**6520B**	$30.95
C 330A 4-6 ton	**6525**	$42.30
C 330B 4-6 ton (Hypac)	**6526**	$33.19
C 340A 5-8 ton	**6530**	$50.48
C 340A 8-10 ton	**6540**	$51.05
C 340B 5-8 ton	**6545**	$44.17

C 340C 5-8 ton (Hypac)	**6546**	$46.43
C 340B 8-10 ton	**6548**	$44.91
C 340C 8-10 ton (Hypac)	**6549**	$46.93
C 350B 8-12 ton	**6710**	$51.98
C 350B 10-14 ton	**6740**	$52.50
C 350C 8-12 ton	**6750**	$46.26
C 350C 10-14 ton	**6755**	$46.99
C 350D 8-12 ton	**6757**	$47.79

INGRAM **[INGM]**

Model	Code	Rate
4-6 ton FB	**6900**	$30.90
5-6.5 ton FB	**6965**	$32.52
8-12 ton HB	**7175**	$45.13
10-14 ton HB	**7275**	$45.77

REXNORD **[RXND]**

Model	Code	Rate
3-5 ton	**8566**	$29.97
4-6 ton	**8572**	$30.57
5-8 ton	**8578**	$68.57
7-10 ton	**8584**	$68.78
8-12 ton	**8590**	$69.14
10-14 ton	**8596**	$69.49

ROLLERS, RUBBER TIRE, SELF PROPELLED [ROLRT]

DELAY FACTOR = 0.14 **OVERTIME FACTOR = 0.87**

Includes all attachments and accessories.

BUFFALO-BOMAG **[B-B]**

Model	Code	Rate
BW 20R	**2624**	$50.59

CATERPILLAR **[CAT]**

Model	Code	Rate
PS 110	**3460**	$49.50
PS 130	**3465**	$48.88
PS 180	**3470**	$51.20
PS 200B	**3480**	$64.80

DYNAPAC **[DYPC]**

Model	Code	Rate
CP 15	**3500**	$47.67
CP 21	**3510**	$57.97
CP 27	**3520**	$75.09

GALION **[GALN]**

Model	Code	Rate
3500	**4310**	$50.86
P 3000	**4315**	$45.89
P 3500A	**4320**	$50.72

HYSTER **[HYST]**

Model	Code	Rate
C 530A	**5401**	$48.98
C 550A	**5494**	$55.31

ROLLER-TAMPING, SEGMENTED, SHEEPSFOOT, SELF PROPELLED [ROTAM]

DELAY FACTOR = 0.09 **OVERTIME FACTOR = 0.92**

Includes all attachments and accessories.

BUFFALO-BOMAG **[B-B]**

Model	Code	Rate
K 300	**1630**	$99.86
K 301	**1635**	$110.30
K 401	**1638**	$128.73

CATERPILLAR **[CAT]**

Model	Code	Rate
815	**2300**	$114.54
815B	**2310**	$166.04
815F	**2320**	$179.98
825B	**2500**	$193.43
825C	**2510**	$245.84
835	**2700**	$247.36

RAYGO **[RAGO]**

Model	Code	Rate
30	**6490**	$96.85
45	**6500**	$145.78
RAM PAK 45	**6505**	$155.74

REXNORD **[RXND]**

Model	Code	Rate
3-30	**7120**	$116.22
3-35 PACTOR	**7127**	$138.99
3-45 PACTOR	**7130**	$178.37
3-50, 3-50A PACTOR	**7140**	$201.84
3-55, 3-55B PACTOR	**7150**	$237.63

ROLLERS-TAMPING, SEGMENTED, SHEEPSFOOT, TOWED [ROTAT]

DELAY FACTOR = 0.44 **OVERTIME FACTOR = 0.62**

Includes all attachments and accessories. Listed by drum dimensions in millimeters (feet) in either direction. The first digit is the diameter and the second digit is the length of each drum.

SINGLE DRUM UNIT [ADRU]

Model	Code	Rate
1220 mm x1220 mm (4'X4') & under	**4X4**	$2.54
over 1220 mm (4') - not over 1520 mm (5')	**4X5**	$2.87
over 1520 mm (5')	**5**	$5.22

DOUBLE DRUM UNIT [DDRU]

Model	Code	Rate
1220 mm x1220 mm (4'X4') & under, each	**4X4**	$6.14
over 1220 mm (4') - not over 1520 mm (5'), each	**4X5**	$18.60
over 1520 mm (5'), each	**5**	$34.33

ROLLERS, VIBRATORY, SELF PROPELLED [ROVIB]

DELAY FACTOR = 0.16 **OVERTIME FACTOR = 0.86**

Includes all attachments and accessories.

BUFFALO-BOMAG [B-B]

Model	Code	Rate
BW 210	**2060**	$75.74
BW 210A	**2070**	$77.81
BW 213	**2080**	$76.88
BW 214	**2090**	$78.69

BOMAG [BMAG]

Model	Code	Rate
BW 35	**0700**	$7.54
BW 60, 60S	**0800**	$11.84
BW 65, 65S	**0900**	$8.16
BW 75, 75S	**1000**	$13.25
BW 85T	**1200**	$23.34
BW 90	**1300**	$15.63
BW 100AD-3	**1325C**	$40.35
BW 120AD	**1350**	$41.15
BW 142PD	**1359**	$46.57
BW 151AD	**1365**	$66.81
BW 170AD, D	**1380**	$59.23
BW 172AD, D	**1385**	$59.30
BW 202AD	**1400**	$91.47

BROS [BROS]

Model	Code	Rate
VM 255	**2023**	$59.46
VM 268, VM 268H	**2024**	$73.10
VM 278	**2025**	$113.81

CASE [CASE]

Model	Code	Rate
50B	**2228**	$8.69
W 251	**2400**	$28.76
252, W 252	**2405**	$37.88
752, W 752	**2450**	$64.36
1102, W 1102	**2500**	$86.01
1102D, W 1102D	**2505**	$86.14
602D	**2510**	$58.90
752B	**2520**	$67.34

CATERPILLAR [CAT]

Model	Code	Rate
CB 54	**7000**	$114.44
CS 56	**7020**	$125.92
CB 64	**7400**	$130.50
CB 214	**8025**	$36.72
CB 214B	**8026**	$37.99
CB 224	**8030**	$37.86
CB 224B	**8031**	$39.94
CB 224C	**8031C**	$40.78
CB 224E	**8031E**	$43.07
CB 314	**8035**	$39.71
CP 323 padfoot drum	**8040**	$63.18
CS 323 smooth drum	**8042**	$61.40
CB 414	**8045**	$60.37
CS 431	**8050**	$56.43
CS 431B	**8051**	$77.66
CP 433 padfoot drum	**8055**	$63.16
CP 433B padfoot drum	**8056**	$84.25
CP 433E	**8056E**	$99.41
CS 433 smooth drum	**8060**	$64.37
CS 433B smooth drum	**8061**	$81.18
CB 434	**8062**	$69.82
CB 434D	**8062D**	$83.24
CB 514	**8065**	$76.83
CB 534	**8067**	$99.44
CB 534C	**8067C**	$95.03
CB 534D OR XW	**8067D**	$120.33
CS 551	**8070**	$109.91
CP 553 padfoot drum	**8075**	$114.93
CS 553 smooth drum	**8080**	$111.23
CP 563 padfoot drum	**8082**	$116.80
CS 563 smooth drum	**8083**	$112.78
CS 563C	**8083C**	$118.07
CB 614	**8085**	$121.41
CB 634	**8095**	$119.09
CB 634C	**8095C**	$119.84

DYNAPAC **[DYPC]**

Model	Code	Rate
LR 90	**2401**	$17.17
A 36V, A 36D	**2405**	$41.09
CA 12	**2409A**	$55.35
CA 12D	**2409B**	$46.56
CA 12PD	**2409E**	$47.07
CA 12PDB strikeoff blade	**2409H**	$44.58
CA 15	**2410**	$72.73
CA 15A	**2420**	$63.19
CA 15D	**2421**	$76.36
CA 20D	**2422**	$62.20
CA 15PD	**2425**	$63.90
CA 25	**2430**	$93.07
CA 25S	**2440**	$91.42
CA 25A, CA 25D	**2450**	$96.22
CA 25PD	**2455**	$99.43
CA 25T	**2460**	$84.80
CA 30	**2462**	$97.65
CA 30D	**2464**	$102.36
CA 51S, CA 51D	**2466**	$121.76
CA 55D	**2468**	$124.76
CA 151PDB	**2469**	$88.21
CC 10, CC 10 series II	**2470**	$37.26
CC 10A	**2472**	$32.78
CC 102	**2472C**	$39.54
CC 12	**2472E**	$40.88
CC 14	**2473**	$58.87
CC 21	**2474**	$59.84
CC 21 II	**2474B**	$63.12
CC 211	**2474C**	$72.21
CC 42 II Dynatronic	**2475**	$97.23
CC 42A	**2476**	$96.11
CC 50	**2482**	$107.00
CC 50A	**2488**	$119.58
CC 50PD	**2488E**	$186.23
CC 50S	**2489**	$177.68
DD 18	**2498**	$15.10
300V	**2499E**	$19.61
2100V	**2499H**	$18.48

ESSICK **[ESIK]**

Model	Code	Rate
VR 30RE	**2700**	$11.22
VR 42RE	**2820**	$28.64
V 30WR, V 30W2-R	**2902**	$12.43

HYSTER **[HYST]**

Model	Code	Rate
C 612B	**3450**	$66.29
C 610A	**3500**	$51.37
C 610B	**3540**	$64.43
C 615B	**3562**	$66.66
C 617B	**3563**	$67.17
C 620B	**3566**	$66.02
C 625B	**3570**	$67.81
C 627B	**3572**	$68.50
C 727A	**3572E**	$97.53
C 748A (Hypac/Hyster)	**3572F**	$43.47
C 766A	**3572G**	$85.28
C 766B (Hypac/Hyster)	**3572H**	$102.80
C 850A	**3572J**	$104.06
C 850B (Hypac/Hyster)	**3572K**	$120.13
C 852A	**3572N**	$109.84
C 852B (Hypac/Hyster)	**3572P**	$123.80
C 860A	**3572S**	$108.47
C 860B (Hypac/Hyster)	**3572T**	$117.42

INGERSOLL-RAND **[I-R]**

Model	Code	Rate
DD 22	**3565**	$48.56
DD 23	**3570**	$35.80
DD 24	**3572**	$47.26
DA 30	**3573**	$37.54
DD 35	**3573C**	$39.09
DA 40	**3573E**	$66.32
DA 41	**3573G**	$68.78
DD 34HF	**3573HF**	$57.35
DA 48	**3573M**	$92.44
DA 50	**3574**	$92.65
DD 65	**3574A**	$70.42
DF 84	**3574B**	$151.97
DS 84	**3574C**	$148.56
DD 90	**3574D**	$98.55
DD 110	**3574F**	$109.47
DD 130	**3574H**	$146.12
DD 145	**3574J**	$125.97
SPA 56	**3810**	$71.20
SP 48	**3880**	$70.15
SP 48DD	**3885**	$71.82
SPF 48	**3890**	$74.23
SPF 48B	**3892**	$75.51
SP 54	**4000**	$71.96
SP 54DD	**4005**	$74.06
SPA 54	**4010**	$72.89
SPF 54	**4020**	$79.13
SP 56	**4030**	$83.48

SP 56DD	**4035**	$86.51
SP 56DH	**4037**	$118.44
SPF 56	**4040**	$88.59
SPF 56B	**4050**	$91.64
SPF 56DH	**4080**	$120.00
SPF 56DHB	**4090**	$124.07
SP 60	**4100**	$151.66
SP 84	**4105**	$123.44
SP 60DD	**4110**	$173.95
SPF 60	**4120**	$178.85
SPF 60B	**4130**	$187.21
SPF 60C	**4132**	$164.39
SPF 84	**4133**	$125.23
SPF 84B	**4134**	$129.90
SD 40D	**4138**	$63.44
SD 40F w/ blade	**4138FB**	$65.03
SD 70	**4139**	$73.12
SD 100	**4140**	$91.33
SD 100D	**4140D**	$111.17
SD 100F	**4140F**	$111.75
SD 115D	**4141D**	$139.36
SD 150D	**4143D**	$149.94

KOEHRING-BOMAG **[KOBO]**

Model	Code	Rate
BW 120AC	**4168E**	$40.45
BW 120AD	**4169**	$41.12
BW 121AD	**4193**	$37.01
BW 130AD	**4193E**	$43.02
BW 140AD	**4194**	$66.59
BW 141AC	**4194B**	$64.18
BW 141AD	**4194E**	$59.43
BW 142D	**4194H**	$44.73
BW 172	**4212**	$56.27
BW 172D	**4212E**	$58.86
BW 213D	**4237**	$93.81
BW 214D	**4238**	$114.85
BW 215D	**4240**	$114.00
BW 217D	**4242**	$143.29
BW 220D	**4250**	$108.05

MIKASA **[MIKA]**

Model	Code	Rate
MDR 7DW	**4404**	$9.95
MDR 9G	**4405**	$14.08
MDR T38S	**4407**	$10.10
MRV 10GA	**4409**	$15.68

RAYGO **[RAGO]**

Model	Code	Rate
1-36 REBEL	**4805**	$17.36
2-36 ROMPER	**4810**	$37.93
2-66 RANGER	**4820**	$94.54
2-84 RANGER	**4830**	$132.03
220A RASCAL	**4840**	$55.29
320A RASCAL	**4876**	$66.31
320S RASCAL	**4890**	$63.45
400A RASCAL	**5010**	$66.89
404B RUSTLER	**5110**	$72.47
410A RASCAL	**5150**	$70.64
600A RASCAL	**5220**	$90.13
4000 RASCAL	**5235**	$98.96
4200 RASCAL	**5236**	$105.21
4404 RUSTLER	**5236E**	$39.42

RAMMAX **[RAMX]**

Model	Code	Rate
P 33/24	**4605**	$21.69
P 33/24 w/ remote	**4606**	$20.95
P 51	**4625**	$82.91
S 51	**4630**	$44.35
P 47	**5290**	$42.31

SAKAI **[SAKI]**

Model	Code	Rate
SV 70	**8025**	$66.77
SV 70D	**8026**	$69.24
SV 91	**8050**	$100.71
SV 91D	**8051**	$102.78
SV 200D	**8060**	$50.25

TAMPO **[TAMP]**

Model	Code	Rate
RP 16D (HD)	**5990**	$63.68
RP 28D	**5995**	$85.24
RP 48D	**6110**	$112.83
RP 58D	**6115**	$102.11
RS 16 (HD)	**6170**	$60.67
RS16A (HD)	**6180**	$62.72
RS 16D (HD)	**6185**	$63.25
RS 28C	**6315**	$80.92
RS 28D	**6320**	$82.21
RS 58D	**6327**	$100.58
RS 156A	**6340**	$66.38
RS 166A	**6350**	$87.69
RS 188A	**6370**	$112.56
RS 210	**6400**	$86.77

WACKER **[WACK]**

Model	Code	Rate
R 900	**7850**	$25.37
R 1000	**7855**	$40.43
W 55T	**7860**	$12.35
W 74L, W 74T	**7880**	$12.22
W 74	**7890**	$11.87
W 75	**7900**	$12.86
WDH 84	**7910**	$17.17
WDH 86-110	**7912**	$21.27
WHK 90, WHK 90L	**7915**	$21.34

SHOVELS & CRANES CRAWLER [S&CCL]

DELAY FACTOR = 0.19 **OVERTIME FACTOR = 0.84**

Includes all attachments and accessories when used as a crane, clamshell, dragline or for pile driving (not including leads or driving equipment).

LINK-BELT **[L-B]**

Model	Code	Rate
LS 78	**4702**	$77.62
LS 78 pipeliner	**4724**	$79.76
LS 98	**4826**	$88.89
LS 98 pipeliner	**4852**	$95.61
LS 98A	**4924**	$90.03
LS 108B	**4980**	$99.83
LS 108D	**4981**	$127.98
LS 118	**4998**	$145.17
LS 218H	**5010**	$238.13
LS 318	**5012**	$144.53
LS 338	**5020**	$156.42
LS 518	**5124**	$229.94

MANITOWOC **[MTWC]**

Model	Code	Rate
222EX (WEST)	**5600**	$291.84
2900 WC	**5764**	$129.70
3000 W	**5812**	$167.87
3900B (100 ton)	**6036**	$214.58
3900 W VICON series 2	**6132**	$277.31
4000 W VICON	**6180**	$252.87
4100 W VICON series 1	**6196**	$374.16
4100 W VICON series 2	**6198**	$384.04
4600 VICON series 1	**6328**	$557.33
4600 VICON series 3	**6332**	$646.79

P&H **[P&H]**

Model	Code	Rate
535	**7716**	$130.49
550	**7748**	$136.88
670 WLC	**7892**	$158.51

SHOVELS & CRANES, TRUCK MOUNTED [S&CTK]

DELAY FACTOR = 0.22 **OVERTIME FACTOR = 0.81**

Includes truck/carrier. Includes all attachments and accessories when used as a crane, clamshell, dragline or for pile driving (leads and driving equipment not included).

AMERICAN HOIST & DERRICK **[AMHD]**

Model	Code	Rate
5470	**1015**	$127.18
5530	**1080**	$217.94
7450	**1130**	$128.91
7460	**1140**	$178.98
7530	**1170**	$201.23
8460	**1178**	$253.32
8470	**1179**	$395.47

LINK-BELT **[L-B]**

Model	Code	Rate
HC 48A	**4332**	$77.67
HC 108B	**4960**	$96.41
HC 108C	**4970**	$133.14
HC 138	**4992**	$100.47
HC 138A	**4995**	$215.20
HC 218	**5050**	$133.25
HC 218A	**5051**	$214.84
HC 228H	**5054**	$261.42
HC 238A, 238B	**5065**	$216.09

P&H **[P&H]**

Model	Code	Rate
440 TC	**7240**	$95.66
650A TC	**7720**	$135.80
670 TC	**7790**	$139.69
790 TC	**7880**	$132.32
8115A TC	**7950**	$181.75

SANBLASTING EQUIPMENT [SANBL]

DELAY FACTOR = 0.51 **OVERTIME FACTOR = 0.53**

Includes helmets, gauntlets, 30.5 meters(100 feet) of hose, pot, all control valves, nozzles and other attachments and accessories. Rated in accordance with the capacity of the pot measured in kilograms(pounds)of sand.

REMOTE CONTROL ONLY **[REMC]**

OVER	TO	Code	Rate
45 (100)	159 (350)	**010-035**	$2.14
159 (350)	272 (600)	**035-060**	$2.82
272 (600)	454 (1000)	**060-100**	$2.86
454 (1000)	680 (1500)	**100-150**	$3.59
680 (1500)	907 (2000)	**150-200**	$4.00

SAWS, CHAIN AND EARTH AUGER ATTACHMENT [SAWCH]

DELAY FACTOR = 0.12 **OVERTIME FACTOR = 0.89**

Hand held type, one or two man, gas, air or electric powered including all attachments and accessories. Blades, chains and tips shall be paid separately. Saws which cost less than $500 are considered minor tools and are no longer listed. Rated in accordance with Mfr's kilowatts (horsepower).

SAWS **[SAW]**

Model		Code	Rate
>3.7 (5)	30 amps @ 120V	**5-HP**	$3.49

SAWS, CONCRETE AND MASONRY [SAWCO]

DELAY FACTOR = 0.15 **OVERTIME FACTOR = 0.86**

Self powered gas, air or electric powered. Includes water (but not water truck or trailer), coolant, cutting compounds and all attachments and accessories. Saw blades or abrasive discs shall be paid in accordance with the following sawkerf codes.

SINGLE & MULTI-BLADE **[ABOP]**

OPERATION

Listed in accordance with Mfr's rated kilowatts (horsepower).

OVER	TO	Code	Rate
0	7.5 (10)	**0-10**	$4.16
7.5 (10)	14.9 (20)	**10-20**	$9.36
14.9 (20)	24.6 (33)	**20-33**	$18.58
24.6 (33)	33.6 (45)	**33-45**	$21.44
33.6 (45)	48.5 (65)	**45-65**	$25.96

BLADE SAWKERF **[ABSK]**

The following allowance is entered on the extra work bill by using the length x depth per blade.

UNITS	Code	Rate
Rate /blade/ 30.5 m (100 lin ft) / 25 mm (inch) depth	**100'/IN**	$18.00
Rate/blade/ 0.3 m (lin ft) / 25 mm (inch) depth	**LF-INDE**	$0.18

SCRAPERS, SELF PROPELLED [SCRSP]

DELAY FACTOR = 0.12 **OVERTIME FACTOR = 0.88**

Includes all attachments and accessories.

CATERPILLAR **[CAT]**

Model	Code	Rate
613	**1395**	$82.60
613B	**1400**	$91.46
613C	**1402**	$113.66
615	**1415**	$157.29
615C	**1416**	$171.36
621B cushion hitch	**1680**	$200.83
623B	**1700**	$206.40
623E	**1702**	$243.04
623F	**1703**	$253.47
627B push pull	**1770**	$266.94
627E non push-pull	**1772**	$283.17
627E push-pull	**1773**	$288.05
631C 67M5012 serial	**2170**	$231.66
631D	**2180**	$282.79
631E	**2185**	$307.37
633C non cushion hitch	**2305**	$227.89
633C cushion hitch	**2315**	$227.78
633C 66M693 serial	**2320**	$237.20
633D	**2330**	$292.98
637 cushion, non-push-pull	**2375**	$343.85
637 non-cushion, push-pull	**2410**	$346.14
637D non push-pull	**2460**	$414.75
637D push-pull	**2470**	$418.81
639D	**2475**	$428.79
637E	**2476**	$449.03
637E push-pull	**2477**	$454.59
641B non cushion hitch	**2620**	$290.95
641B cushion hitch	**2655**	$335.85
651B non cushion hitch	**2935**	$341.74
651B cushion hitch	**2970**	$344.27
651E	**2975**	$415.79
657B non cushion, non p-p	**3360**	$546.87
657B cushion, push-pull	**3370**	$553.52
657E non push-pull	**3375**	$633.78
657E push-pull	**3380**	$653.23
660B	**3470**	$319.12
666B	**3600**	$513.89

JOHN DEERE **[DEER]**

Model	Code	Rate
JD 760A	**3845**	$82.29
JD 762	**3860**	$101.03
JD 762A	**3865**	$105.35
JD 762B	**3866**	$121.76
JD 860A	**3920**	$120.35
JD 860B	**3930**	$126.52
JD 862	**3940**	$148.90
JD 862B	**3942**	$179.23

INTERNATIONAL **[INTL]**

Model	Code	Rate
412B	**5631**	$101.54
431B	**5637**	$197.89
433B	**5643**	$291.03

TEREX **[TERX]**

Model	Code	Rate
S 11EB	**8245**	$81.82
S 23E 33TOT-H-93SH, elev	**8250**	$191.01
S 24 49LOT-76SH serial	**8260**	$246.08
S 24B 023-024 serial	**8270**	$295.83
S 24C	**8275**	$319.10

WABCO **[WAB]**

Model	Code	Rate
101F	**8570**	$94.83
101G	**8575**	$94.63
111A	**8640**	$89.58
222G	**8700**	$175.26
222H	**8704**	$197.20

TRACTORS, CRAWLER [TRACC]

DELAY FACTOR = 0.13 **OVERTIME FACTOR = 0.87**

Includes all attachments and accessories such as dozer blade and power control blocks when needed, but does not include backhoe, winch or ripper units listed elsewhere in this schedule.

CASE **[CASE]**

Model	Code	Rate
350	**1820**	$37.85
350B	**1825**	$40.00
450	**1868**	$32.34
450B	**1869**	$36.50
450C	**1869E**	$41.39
475	**1870**	$53.61
550	**2000**	$43.38
650	**2100**	$51.29
850	**2128**	$43.87
850B	**2130**	$47.31
850C	**2135**	$51.51
850D	**2140**	$54.43
1150B	**2250**	$65.56
1150C	**2255**	$71.35
1150D	**2257**	$73.63
1150E	**2258**	$76.24

CATERPILLAR **[CAT]**

Model	Code	Rate
D-3	**2340**	$38.07
D-3B	**2345**	$41.89
D-3 LGP	**2350**	$38.72
D-3B LGP	**2355**	$43.18
D-3B SA	**2370**	$46.92
D-3C	**2380**	$44.32
D4C Series III	**2450**	$56.42
D-4D	**2655**	$45.90
D-4E direct drive	**2660**	$48.04
D-4E power shift	**2665**	$49.37
D-4H	**2670**	$62.31
D-4H LGP	**2675**	$61.79
D-4H Series II	**2680**	$63.58
D-4E SA	**2772**	$58.55
D-4E LGP power shift	**2780**	$49.57
D-4E LGP direct drive	**2782**	$49.57
D-4G XL	**2790XL**	$57.12
D-5	**3194**	$65.78
D-5B power shift	**3206**	$69.24
D-5B SA	**3325**	$75.87
D-5B LGP	**3345**	$71.98
D-5C	**3346**	$61.39
D-5H	**3347**	$82.30
D-5H Series II	**3348**	$86.43
D-5H LGP	**3350**	$85.41
D-6C direct drive	**3645**	$85.58
D-6C power shift	**3688**	$86.24
D-6C LGP	**3710**	$88.79
D-6D	**3720**	$97.41
D-6D SA	**3725**	$109.94
D-6D LGP	**3730**	$97.81
D-6H	**3732**	$111.15
D-6H Series II	**3733**	$115.93
D-6H LGP	**3735**	$115.82
D-6M LGP	**3745**	$106.67
D-6N XL	**3755**	$109.74
D-6R DS	**3800**	$121.70
D-6R XL	**3815**	$127.95
D-7G	**4180**	$145.89
D-7G LGP	**4200**	$141.48
D-7G SA	**4210**	$157.84
D-7H	**4215**	$151.25
D-7H Series II	**4216**	$161.03
D-7H LGP	**4220**	$157.88
D-8K	**4858**	$196.01
D-8L	**4862**	$233.67
D-8L SA	**4863**	$255.56
D-8N	**4864**	$208.59
D-8R	**4870**	$228.79
D-8T	**4880**	$280.33
D-9H	**5160**	$261.76
D-9L	**5165**	$311.08
D-9N	**5170**	$264.53
D-9R	**5175**	$307.87
D-10	**5220**	$476.53
D-10N	**5225**	$381.54
D-10R	**5227**	$425.01
D-11N	**5230**	$591.50

JOHN DEERE **[DEER]**

Model	Code	Rate
JD 350C	**5360**	$41.95
JD 350D	**5365**	$47.14
JD 400G	**5405**	$39.21
JD 450C	**5474**	$41.92
JD 450D	**5476**	$43.48
JD 450E	**5478**	$44.30
JD 450G	**5479**	$47.58
JD 450J LT/LGP	**5479J**	$57.56
JD 550	**5480**	$47.21
JD 550A	**5481**	$51.16
JD 550B	**5483**	$49.87
JD 550G	**5484**	$55.35
JD 650G	**5484A**	$61.99
JD 650H LGP	**5484H**	$65.97
JD 750	**5485**	$73.64
JD 750B	**5486**	$80.75
JD 750 LGP	**5487**	$76.67
JD 750B LGP	**5488**	$97.70
JD 850	**5490**	$96.40
JD 850B	**5491**	$110.96
JD 850 LGP	**5492**	$101.28
JD 850B LGP	**5495**	$118.38

DRESSER **[DRES]**

Model	Code	Rate
TD 7E	**9100**	$42.96
TD 7G	**9102**	$47.58
TD 8E	**9105**	$52.29
TD 8G	**9107**	$55.94
TD 12	**9110**	$75.09
TD 12 LGP	**9115**	$85.72
TD 15C	**9120**	$104.69
TD 15E	**9122**	$127.71
TD 15C LGP	**9125**	$101.69
TD 20E	**9130**	$142.04
TD 20G	**9135**	$170.20
TD 20G LGP	**9137**	$178.07
TD 25E	**9139**	$203.20
TD 25G	**9140**	$247.46

FIAT-ALLIS **[F-A]**

Model	Code	Rate
10C	**6043**	$83.29
10C LGP	**6044**	$84.20
14C	**6048**	$105.11
FD 20	**6056**	$151.27
21C	**6060**	$175.51
FD 30	**6060E**	$203.81
31	**6061**	$278.17
FD 40	**6061E**	$315.32

KOMATSU **[KOMA]**

Model	Code	Rate
D 21P-6	**7965**	$45.57
D 31A-16	**7970**	$39.80
D 31A-17	**7972**	$43.45
D 31E-17	**7976**	$45.37
D 31E-18	**7977**	$47.86
D 31P-16	**7980**	$40.20
D 31P-17	**7981**	$44.21
D 31P-17B	**7981E**	$46.43
D 58E-1	**8003**	$87.67
D 58P-1	**8003H**	$95.89
D 65E-6	**8070**	$101.57
D 65E-7, E-8	**8072**	$112.64
D 65P-6	**8080**	$104.38
D 65P-7 / D 65P-8	**8082**	$116.22
D 68P-1	**8083**	$127.99
D 68E-1	**8085**	$122.64
D 83E-1	**8087**	$148.57
D 83P-1	**8088**	$149.99
D 85P-18	**8090**	$160.13
D 85A-18	**8114**	$142.27
D 85E-12	**8120**	$125.30
D 85E-18	**8140**	$152.91
D 135A-1	**8150**	$196.81
D 155A-1	**8160**	$226.74
D 155A-2	**8161**	$226.38
D 375A-1	**8175**	$360.11
D 375A-2	**8176**	$397.22
D 455A-1	**8180**	$441.36
D 475A-2	**8186**	$617.40

TRACTORS, HEAVY [TRACH]

DELAY FACTOR = 0.14 **OVERTIME FACTOR = 0.88**

Includes all attachments and accessories such as dozer blade, power control units and push blocks, when needed, but does not include backhoe, winch or ripper units listed elsewhere in this schedule.

CATERPILLAR **[CAT]**

Model	Code	Rate
814	**1400**	$134.55
814B	**1410**	$193.40
824B	**1720**	$220.61
824C	**1730**	$263.88
834B	**2010**	$396.38

TRACTORS, RUBBER TIRE, INDUSTRIAL, FARM & SKID STEER [TRACS]

DELAY FACTOR = 0.12 **OVERTIME FACTOR = 0.89**

37.3 kW (50 HP) OR LESS [<50]

Including, but not limited to the following:
Bobcat--440B, 443B, 450, 453, 542B, 543B, 553, 742B, 743B, 753, 763, 773, 1840, 7753
Case-- 1818, 1825, 1835C, 1838
Deere-- 3375, 4475, 5200, 5575, 6675, 7775
Ford-- L250, L454, L455, L553, L555, L781
Gehl-- SL3310, SL3410, SL3725, SL3825, SL4525, SL4625
Hydra-Mac-- 1300, 1600, 1700D
JCB-- 165Robot, 165Robot Ser II
Massey-Ferguson-- MF30E
Mahto-- LS70, LS75, L933
Mustang-- 920, 920E, 921, 930A, 930AE, 940, 940E, 910, 911, 2040
New Holland-- 1220, 1320, 1620, 1920, 2120, 3415, 3930, L250, L255, L465, LX465, LX485, L565, LX565, LX665
Ramrod-- 230B, 300B, 584B, 784B, 550, 750, 1350, 1550
Thomas-- T-82, T-83, T-83S, T-103, T-132, T-133, T-133S
Trak-- 1300HD, 1300C, 1300CX, 1500C

Model	Code	Rate
with loader or dozer	**A**	$34.75
auger, w/ or w/o loader or dozer	**B**	$35.33
backhoe, w/ or w/o loader or dozer	**C**	$37.45

OVER 37.3 kW (50 HP) [>50]

Including, but not limited to the following:
Bobcat-- 853, 863, 873, 943, 953, 980
Case-- 1845C
Deere-- 5300, 5400, 6200, 6300, 6400, 8875
Ford-- L783, L785, 250C, 260C
Gehl-- SL5625, SL6625, SL6635
Hydra-Mac-- 1850, 2650, 2650D
JCB-- 185Robot
Massey-Ferguson-- MF40E, MF50EX
Mustang-- 960, 2060
New Holland-- 4630, 5030, 5640, 6640, 7740, 7840, 8240, 8340, L865, LX865, LX885, 345D, 545D
Ramrod-- 1750, 1950
Thomas-- T-173HL, T-173HLS, T173HLS II, T-203HD, T-233HD
Trak-- 1700HD, 1700C, 1700CX, 1700XHP

Model	Code	Rate
with loader or dozer	**A**	$46.56
auger, w/ or w/o loader or dozer	**B**	$47.29
backhoe, w/ or w/o loader or dozer	**C**	$49.49

TRAFFIC CONTROL & SAFETY DEVICES (HOURLY RATES) [TRAFA]

DELAY FACTOR = 0.36 **OVERTIME FACTOR = 0.69**

CHANGEABLE MESSAGE SIGN [CMSN]

Model	Code	Rate
Generator	**GEN1**	$19.50
Generator w/ cell remote	**GEN2**	$21.31
Solar	**SOL1**	$13.96
Solar w/ cell remote	**SOL2**	$15.77

FLASHING ARROW SIGN [FLAS]

Including supplies, replacements and servicing.

Model	Code	Rate
Roof mounted	**RM**	$1.23
Trailer mounted	**TM**	$4.40

TRAFFIC CONTROL & SAFETY DEVICES (DAILY RATES) [TRAFC]

DELAY FACTOR = 0.73 **OVERTIME FACTOR = 1.00**

Includes supplies and servicing. The following allowance is entered on the extra work by using days instead of hours worked. Crash cushion barrels and K-rail sections are now listed with Non-Operated items[NONOP].

(1) BARRICADES [1BAR]

(A) 750 mm to 900 mm high & 600 mm to 900 mm wide (30 to 36 inches high & 24 to 36 inches wide)
(B) 1500 mm high by 1200 mm wide min. (60" high by 48" wide min.)

Model	Code	Rate
each with flasher	**A1**	$0.58
each without flasher	**A2**	$0.30
each	**B3**	$1.31

(2) TRAFFIC CONES [2TC]

Lost or destroyed are no longer paid on invoice.

Model	Code	Rate
450 mm (18") high, per 100	**A100**	$10.48
700 mm (28") high, per 100	**B100**	$18.18
700 mm (28") high w/ refl sleeve, per 100	**D100**	$28.22
1,050 mm (42") high w/ refl sleeve, per 100	**E100**	$46.93

(3) PORTABLE DELINEATOR [3DEL]

Lost or destroyed are no longer paid on invoice.

Model	Code	Rate
per 100	**100**	$29.82

(4) ILLUMINATED SIGNS [4SIG]

Model	Code	Rate
incl 900 mm x900 mm (3'x3') sign & batteries	**12V**	$7.33

(5) FLASHING BEACON [5BEA]

Model	Code	Rate
portable 12 volt	**12V**	$7.49

(6) FLAG/SIGN STAND [6FSS]

Model	Code	Rate
incl sign, stand & 3 flags	**EACH**	$3.38

(7) DELINEATOR DRUM [7DDR]

Model	Code	Rate
Del. drum w/ base per 100	**100**	$74.58

TRAILERS, EQUIPMENT, LOW BED [TRAIL]

DELAY FACTOR = 0.42 **OVERTIME FACTOR = 0.64**

Includes all attachments and accessories related to hauling. The rates cover drop deck type with and without folding/removable gooseneck or oscillating trunion. Pilot vehicles are extra. Listed in accordance with number of axles and tires per axle. Includes jeeps, booster axles, and dollies. All loads shall be hauled legally or within Caltrans Permit Policy.

LOW BED A **[LB-A]**

2 axle

Model	Code	Rate
4 Tires per axle	**100**	$20.48
8 Tires per axle	**200**	$25.83

LOW BED B **[LB-B]**

3 axle

Model	Code	Rate
4 Tires per axle	**300**	$27.53
8 Tires per axle	**400**	$31.91

LOW BED C **[LB-C]**

4 axle

Model	Code	Rate
4 Tires per axle	**500**	$44.11
8 Tires per axle	**600**	$54.72

LOW BED D **[LB-D]**

6 axle

Model	Code	Rate
8 Tires per axle	**700**	$87.68

TRAILERS, EQUIPMENT, TILT BED [TRAIT]

DELAY FACTOR = 0.42 **OVERTIME FACTOR = 0.64**

Includes all attachments and accessories related to hauling. Pilot vehicles are extra. Listed in accordance with the Mfr's rated capacity in tonnes(tons).

TILT BED 1 AXLE **[TB-1]**

OVER	TO	Code	Rate
0	1.8 (2)	**00-02**	$1.09
1.8 (2)	3.6 (4)	**02-04**	$1.17

TILT BED 2 AXLES **[TB-2]**

OVER	TO	Code	Rate
3.6 (4)	5.4 (6)	**04-06**	$1.93
7.3 (8)	9.1 (10)	**08-10**	$5.99
9.1 (10)	10.9 (12)	**10-12**	$6.90
10.9 (12)	12.7 (14)	**12-14**	$7.77
12.7 (14)	14.5 (16)	**14-16**	$8.63
14.5 (16)	16.3 (18)	**16-18**	$8.34
16.3 (18)	18.1 (20)	**18-20**	$8.05
18.1 (20)	20.0 (22)	**20-22**	$9.23
20.0 (22)	22.7 (25)	**22-25**	$8.97

TRENCHING MACHINES [TRENC]

DELAY FACTOR = 0.11 **OVERTIME FACTOR = 0.91**

Includes all attachments and accessories. When used, tungsten carbide tips shall be replaced by separate invoice.

BOBCAT **[BCAT]**

Model	Code	Rate
T 116	**2000**	$16.02
T 135	**2010**	$36.81
T 136	**2020**	$37.15
T 208	**2030**	$8.25
3022	**2040**	$37.63

CASE **[CASE]**

Model	Code	Rate
TL 70	**9051**	$6.80
TL 100	**9053**	$9.77
TL 120	**9055**	$11.78
TL 200	**9070**	$11.95
16+4	**9120**	$17.09
25+4	**9170**	$23.64
25 + 4 XP	**9171**	$30.00
30+4 standard	**9224**	$33.23
DH 4	**9255**	$45.15
DH 4B	**9256**	$49.51
DH 5	**9257**	$42.59
DH 5 QUAD	**9259**	$42.99
DH 7	**9261**	$50.50
360	**9263**	$35.43
ROAD RUNNER 380	**9277**	$49.55
TF 300	**9374**	$22.03
TF 700	**9398**	$30.65
TF 800	**9405**	$39.92
TF 1000	**9460**	$45.39
760	**9465**	$46.52

DITCH WITCH **[D-W]**

Model	Code	Rate
R 30	**5390**	$30.85
R 36D	**5400**	$38.47
R 40	**5432**	$39.70
R 65	**5556**	$41.02
R 100	**5565**	$94.11
V 30	**5618**	$29.65
1410	**5620**	$12.11
1420	**5625**	$12.81
1500	**5630**	$9.01
1620	**5635**	$16.78
1810	**5640**	$17.15
2020	**5645**	$21.17

2200	**5650**	$20.17
2300	**5660**	$30.59
2310	**5662**	$32.27
3210	**5670**	$34.54
3210 Combo	**5675**	$35.44
3500	**5676**	$40.66
4010	**5677**	$52.80
4010 Combo	**5678**	$39.95
5010	**5679**	$40.52
6510	**5680**	$47.80
6510 Combo	**5685**	$51.01

MIDMARK **[MDMK]**

Model	Code	Rate
300 A	**7945**	$30.67
321	**7950**	$31.99
400 A	**7955**	$38.97
440	**7960**	$48.60

VERMEER **[VERM]**

Model	Code	Rate
CC-135	**8350**	$102.36
M 220	**8380**	$20.44
M 455 / M455A	**8480**	$46.10
M 475	**8570**	$48.41
M 475A	**8571**	$55.51
M 485	**8580**	$52.10
M 495	**8585**	$86.29
T 300B, T 300A	**8718**	$31.36
T 400C, T 400B, T 400A	**8781**	$65.86
T 600D, C, B, A	**8842**	$94.62
T 650	**8843**	$157.83
T 800B, T 800A, T800	**8870**	$150.95
T 800C	**8871**	$165.08
T 850	**8875**	$294.06
V 430	**8950**	$35.60
V 430A	**8951**	$39.85
V 434 / M 434	**9000**	$34.36
V 440	**9015**	$37.53
V 450	**9017**	$43.58
V 454	**9020**	$38.32
V 1550	**9025**	$18.98

TRUCK, TRUCK TRAILERS, EXCL. DUMP TRUCKS & EQPT TRAIL [TRUCK]

DELAY FACTOR = 0.12 **OVERTIME FACTOR = 0.89**

Includes all attachments and accessories related to hauling, with and without trailers as needed. Includes water trucks, freight trucks and passenger vehicles, including 4wd option. Listed by Mfr's Gross Vehicle Weight in Kilograms(pounds). For tractor-trailer units, the gross vehicle weight of the cargo carrying unit or units will control. In the case of water trucks, the tank capacity expressed in kilograms (pounds) of water plus 20%, will determine the gross vehicle weight. For attachment allowance, see attachment class.

TRUCKS **[T&TT]**

OVER	TO	Code	Rate
CARS , LIGHT TRUCKS		**00-06**	$34.98
3175 (7000)	5443 (12000) No small pickups	**06-12**	$39.56
5443 (12000)	9072 (20000)	**12-20**	$51.25
9072 (20000)	12701(28000)	**20-28**	$54.23
12701 (28000)	16330 (36000)	**28-36**	$61.23
16330 (36000)	21773 (48000)	**36-48**	$81.92
21773 (48000)	27216 (60000)	**48-60**	$90.25
27216(60000) & Over		**60**	$101.56

TRUCKS, OFF-HIGHWAY [TRUOF]

DELAY FACTOR = 0.22 **OVERTIME FACTOR = 0.79**

Includes all attachments and accessories. Includes end dump, belly dump and earthmover types. Listed in accordance with Mfr's rated capacity in tonnes (tons). In the case of earthmover types, rated by Mfr's volumetric capacity, a factor of 1.4 tonnes per cubic meter (1-1/2 tons per cubic yard) of struck capacity shall be used.

TRUCK OFF-HIGHWAY **[TRU]**

OVER	TO	Code	Rate
9.1 (10)	13.6 (15)	**10-15**	$63.50
16.3 (18)	20.0 (22)	**18-22**	$113.71
20.0 (22)	24.5 (27)	**22-27**	$141.91
24.5 (27)	29.0 (32)	**27-32**	$162.33
29.0 (32)	36.3 (40)	**32-40**	$220.26
36.3 (40)	49.9 (55)	**40-55**	$326.03
49.9 (55)	60.8 (67)	**55-67**	$366.29

TRUCKS, DUMP, ON-HIGHWAY [TRUON]

DELAY FACTOR = 0.18 **OVERTIME FACTOR = 0.84**

Includes all end dump, side dump and belly dump types; including all attachments and accessories.

TRUCK ON-HIGHWAY [TRUN]

Model	Code	Rate
2 axles	**2AXL**	$69.84
3 axles	**3AXL**	$91.50
4 axles	**4AXL**	$103.20
5 axles	**5AXL**	$115.18

WELDING EQUIPMENT [WELD]

DELAY FACTOR = 0.20 **OVERTIME FACTOR = 0.83**

ARC WELDING MACHINES [AWM]

Diesel, gas or electric powered. Includes helmets, holders, cable and all attachments and accessories. Rate capacity in amps.

OVER	TO	Code	Rate
0	250	**0-250**	$7.46
250	500	**250-500**	$14.37
over	500	**500**	$15.04

GAS WELDING OUTFIT [GWO]

Includes regulator, 7.6 meters (25 feet) of hose, torch, goggles, lighter and attachments and accessories. Gas and rod shall be paid separately.

Model	Code	Rate
ALL	**ALL**	$0.38

RESOLUTION NO. 26-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, APPROVING USE OF THE EQUIPMENT RENTAL RATE PROVISIONS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION LABOR SURCHARGE AND EQUIPMENT RENTAL RATES MANUAL FOR CALCULATING PUBLIC WORKS EQUIPMENT COSTS FOR COST RECOVERY PURPOSES IN CONNECTION WITH NON-ROUTINE ACTIVITIES.

RECITALS

WHEREAS, the City of Sierra Madre may incur Public Works equipment costs in connection with non-routine activities outside the scope of regular maintenance and normal day-to-day operations; and

WHEREAS, the City does not currently have an adopted standardized methodology for calculating such equipment costs for cost recovery purposes; and

WHEREAS, the California Department of Transportation publishes its Labor Surcharge and Equipment Rental Rates Manual as a reference that includes equipment rental rates applicable to public works and construction-related activities; and

WHEREAS, the current edition of the California Department of Transportation Labor Surcharge and Equipment Rental Rates Manual is effective April 1, 2026 through March 31, 2027; and

WHEREAS, although the manual title includes both labor surcharge and equipment rental rates, the City Council desires to approve use only of the equipment rental rate provisions of the manual for purposes of the City's equipment cost calculations; and

WHEREAS, use of the equipment rental rate provisions of the California Department of Transportation Labor Surcharge and Equipment Rental Rates Manual will provide the City with a current and standardized reference for calculating Public Works equipment costs for cost recovery purposes in connection with non-routine activities outside the scope of regular maintenance and normal day-to-day operations; and

WHEREAS, approval of future editions published by Caltrans will promote continuity and administrative efficiency by allowing the City to continue using updated equipment rental rates without requiring separate City Council action for each new edition.

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

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The City Council hereby approves use of the equipment rental rate provisions contained in the California Department of Transportation Labor Surcharge and Equipment Rental Rates Manual, effective April 1, 2026 through March 31, 2027, together with future editions published by Caltrans, as the City's standard reference for calculating Public Works equipment costs for cost recovery purposes in connection with non-routine activities outside the scope of regular maintenance and normal day-to-day operations.

SECTION 3. CEQA. The City Council finds that this action is not a project subject to the California Environmental Quality Act pursuant to CEQA Guidelines Section 15378 because it involves administrative activities of government that will not result in a direct or reasonably foreseeable indirect physical change in the environment.

SECTION 4. Severability. If any sections, subsections, subdivisions, paragraphs, sentences, or phrases of this Resolution or any part hereof or exhibit hereto are for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Resolution or any part thereof or exhibit thereto. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared invalid.

SECTION 5. Certification. Pursuant to Government Code Section 36932, the City Clerk shall certify the passage, approval, and adoption of this Resolution by the City Council.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 14th day of April 2026.

_____
Kristine Lowe, Mayor

I HEREBY CERTIFY the foregoing Resolution was duly passed, approved, and adopted by the City Council of the City of Sierra Madre, California, at a meeting held on the ____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Laura Aguilar, City Clerk

CITY OF
SIERRA
MADRE

STAFF REPORT

PUBLIC WORKS SERVICES

DATE: April 14, 2026

TO: Honorable Mayor and City Council

FROM: Brian Dickinson, Director of Public Works
By: Eric Lozick, Management Analyst

SUBJECT: **Resolution No. 26-30 Approving a Supplemental Budget Appropriation from the Water Fund Reserve and Award of Construction Contract to General Pump Company, Inc. for the Well No. 4 Rehabilitation Project (Spec. No. W425/26) in an Amount Not to Exceed $1,161,374.50**

RECOMMENDATION

It is recommended that the City Council:

1. Adopt Resolution No. 26-30 approving a supplemental budget approrpration from the Water Fund Reserve in the amount of $1,161,374.50;
2. Award a construction contract to General Pump Company, Inc. for the Well No. 4 Rehabilitation Project in the amount of $1,055,795.00, as the lowest responsive and responsible bidder;
3. Authorize a construction contingency in the amount of $105,579.50, equal to ten percent of the base bid, for a total authorized project amount not to exceed $1,161,374.50; and
4. Authorize the City Manager to execute the contract, in a form approved by the City Attorney, following receipt and approval of the required performance bond, payment bond, maintenance bond, and final insurance documents and City-required insurance endorsements.

SUMMARY

The City solicited bids for the Well No. 4 Rehabilitation Project to rehabilitate an existing municipal groundwater production well located at 621 East Sierra Madre Boulevard. The project is necessary to restore lost production capacity, address deterioration of the well casing and related infrastructure, and return the well to reliable operating service. The work includes removing accumulated fill material, mechanical and chemical cleaning, installation of a stainless steel liner and formation stabilizer, aquifer testing, disinfection, and installation of new pumping equipment and a motor control center.

The project was publicly advertised through the City's PlanetBids system, and one bid was received from General Pump Company, Inc. on March 25, 2026. Staff reviewed the submission and determined it to be complete and responsive in the amount of $1,055,795.00. General Pump Company, Inc. has demonstrated relevant experience with municipal well rehabilitation and was previously engaged to assess the condition of Well No. 4, providing the recommendations that informed the rehabilitation scope. Staff recommends awarding the contract in accordance with the project specifications.

DISCUSSION & ANALYSIS

Well No. 4 is a critical component of the City's water supply system. Originally constructed in 1954, the well has experienced reduced performance due to mineral incrustation, biological fouling, casing deterioration, and accumulated sediment.

Southern California Edison test data from July 2023 indicated a specific capacity of 34.3 gallons per minute per foot at 995 gallons per minute and a static water level of 276.2 feet below ground surface. Subsequent inspections confirmed that rehabilitation is necessary. After removing the pumping equipment, a downhole video survey on September 30, 2025 identified significant spalling, biological growth plugging perforations, and approximately 145 feet of hard fill. A casing integrity analysis also identified thinning of casing material in the upper blank section. These conditions significantly reduce production and reliability and support proceeding with rehabilitation at this time.

The project is designed to restore the well to reliable operating condition. The contract requires the contractor to provide all labor, materials, and equipment necessary to restore structural integrity and hydraulic performance. The scope includes mobilization, removal of fill, video surveys, mechanical cleaning, installation of a stainless steel liner, chemical rehabilitation, redevelopment, aquifer testing, and installation of permanent pumping equipment and a motor control center.

Although the City received only one bid, staff confirmed it is responsive and the contractor is qualified. The bid schedule totals $1,055,795.00. The bidder identified suppliers for major components and confirmed that no subcontractors will be used on the project. The contractor must furnish the required bonds and insurance within ten calendar days after written Notice of Award. Because the initial insurance certificate is for information only, contract execution remains subject to receipt and approval of final contract securities and City-required insurance endorsements.

Staff has determined that General Pump Company, Inc. submitted a responsive bid, is qualified to perform the work, and has proposed a contract amount that is consistent with the project scope. Awarding the contract will allow the City to proceed with a critical rehabilitation project for the water supply system. The contractor must begin work within fifteen calendar days after the Notice to Proceed and complete the work within 30 working days.

STRATEGIC PLAN RELATIONSHIP

This project supports the City's goal of maintaining and improving critical public infrastructure by restoring groundwater production capacity and strengthening the long-term reliability of the water supply system.

ENVIRONMENTAL ANALYSIS

CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment

FISCAL IMPACT

There is no impact to the General Fund as a result of the recommended action. The Well No. 4 Rehabilitation Project was not included in the current fiscal year Capital Improvement Program and is being advanced due to the unexpected loss of production from Well No. 4. General Pump Company, Inc. was previously engaged to assess the well condition, which informed the rehabilitation scope.

The base bid is $1,055,795.00. Staff recommends a construction contingency in the amount of $105,579.50, equal to ten percent of the base bid, for a total authorized project amount not to exceed $1,161,374.50. A supplemental budget appropriation in the amount of $1,161,374.50 from the Water Fund Reserve to account 71000.81100.56011 - WELLS, PUMPS, WATER DIST SYS is required to complete the project.

Approved by:



_____

Michael Bruckner
City Manager

Attachments

1. Well_4_Rehabilitation_RFP_FULL.pdf
2. Bid Pckg Submittal Final.pdf
3. 25-26 Master COI - GPC - Updated - Evidence of Insurance.pdf
4. Resolution 26-30 Well No. 4 Rehabilitation Project.pdf

NOTICE INVITING BIDS AND CONTRACT DOCUMENTS

for

2025/2026
WELL 4 REHABILITATION PROJECT
SPECIFICATION NO. Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA



IN THE CITY OF SIERRA MADRE, CALIFORNIA

Utility Department
Steven McGee, Public Works/Utilities Manager

City Hall
232 West Sierra Madre Boulevard
Sierra Madre, CA 91024

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SPECIFICATION NO. Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

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SECTION A – NOTICE INVITING SEALED BIDS

Well 4 Rehabilitation Project
SPECIFICATION NO. Due W425/26

IN THE CITY OF SIERRA MADRE, CALIFORNIA

CALENDAR OF EVENTS*

Bid Advertisement..... 11th day of February, 2026
Bid Package available starting ..... 11th day of February, 2026
Questions/RFI's Due..... 25th day of February, 2026
Bid Due Date and Time..... 11th day of March, 2026
Bid Opening ..... 11th day of March, 2026
Bid Results/Contractor Selection..... 11th day of March, 2026
Council approval of Contract..... 24th day of March, 2026
New Contract in Effect..... 13th day of April, 2026
Construction Start Date, not earlier than..... 15th day of April, 2026
Construction End Date, not later than..... 27th day of May, 2026

*All dates are subject to change.

NOTICE INVITING SEALED BIDS

Well 4 Rehabilitation Project
SPECIFICATION NO. Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Sierra Madre as AGENCY, invites sealed bids for the above stated project and will receive such bids through the City's Planetbids Portal www.planetbids.com/sierramadre Up to the hour of 2:00 p.m., Wednesday, the 11th day of March, 2026, at which time the bids will be reviewed and publicly posted on Planetbids. The date and time shall be extended by no less than 72 hours if the officer, department, or Project Manager issues any material changes, additions, or deletions to the invitation later than 72 hours prior to the bid closing. Any bids received after the time specified above or any extension due to material changes shall be returned unopened.

Project Name: ***Well 4 Rehabilitation Project***

Project Description: The work to be done, in general, shall include furnishing all labor, materials, tools, equipment, and incidentals, unless otherwise specified, to complete the project. The project will occur at City of Sierra Madre Well No. 4, located at 621 East Sierra Madre Boulevard, Sierra Madre, California. Well 4 is an existing municipal groundwater production well that has experienced reduced production capacity and casing deterioration due to age, mineral incrustation, and biological fouling.

The work shall consist of the rehabilitation of Well 4, including but not limited to removal of accumulated fill material, mechanical and chemical cleaning of the well casing and screen, installation of a permanent stainless steel liner, formation stabilization, redevelopment of the well, aquifer testing, disinfection, and the design, furnishing, and installation of new pumping equipment and a motor control center. The work shall also include all required testing, startup, and site restoration activities necessary to place the well back into service in accordance with the Contract Documents.

The bidder shall be responsible for furnishing all labor, materials, equipment, and services required to complete the work whether or not every such item is specifically mentioned in these Specifications. All work shall be performed in accordance with applicable federal, state, and local laws, regulations, and standards. No payment will be made for extra work performed unless specifically authorized as required in these Specifications.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826. At the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material shall not be made unless and until the Registrar of Contractors verifies to the AGENCY that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State Board. Failure of the bidder to obtain proper and adequate licensing for an award of a

contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. (Public Contract Code § 20103.5)

CONTRACTORS AND SUBCONTRACTORS ARE ALSO REQUIRED TO BE REGISTERED WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR ANY BID PROPOSAL SUBMITTED ON OR AFTER MARCH 1, 2015, AND FOR ANY CONTRACT FOR PUBLIC WORK ENTERED INTO ON OR AFTER APRIL 1, 2015. A contractor or subcontractor shall not be qualified to bid on, be listed on a bid proposal for, or perform any public work contract unless it is currently registered with the California Department of Industrial Relations as described in Labor Code § 1725.5.

This project is subject to the skilled and trained workforce requirements of the Public Contracts Code §§ 2600 - 2602.

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and submitted in the envelopes provided, sealed and plainly marked on the outside:

"SEALED BID FOR CITYWell 4 Rehabilitation Project
SPECIFICATION NO. Due W425/26
DO NOT OPEN WITH REGULAR MAIL"

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 2:00 p.m. ON THE DATE ADVERTISED FOR THE OPENING OF BIDS. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Sierra Madre; (c) a certified check made payable to the City of Sierra Madre; or (d) a bidder's bond executed by an admitted surety insurer, made payable to the City of Sierra Madre. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder may, at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

Pursuant to California Civil Code § 9550, a payment bond is required to be submitted for all projects estimated in excess of $25,000.00.

The AGENCY has determined that the proposed project is a public works project subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract. Accordingly, the proposed project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

The AGENCY reserves the right to reject any and all bids.

All Questions/RFI's shall go through the City's Planetbids portal.

BY ORDER OF the City Council of the City of Sierra Madre, California.

SECTION B – INSTRUCTIONS TO BIDDERS

Well 4 Rehabilitation Project
Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

INSTRUCTIONS TO BIDDERS

Well 4 Rehabilitation Project
Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of his/her examination, a bidder finds facts or conditions which appear to him/her to conflict with the letter or spirit of the contract documents, or with any other data furnished him/her, he/she may apply to the AGENCY in writing in accordance with **B1.04 INTERPRETATION OF CONTRACT DOCUMENTS** for additional information and explanation before submitting his/her bid.

The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, he/she has relied and is relying on his/her own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on his/her own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the AGENCY. No claim for additional compensation will be allowed which is based upon a lack of knowledge of these items.

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the AGENCY may rely that the bidder has thoroughly examined and is familiar with the contract documents. The bidders' attention is directed to the need, if any, for special invoicing for this project. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to his/her proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

Bidder's attention is called to the provisions set forth in **SECTION E, STANDARD SPECIFICATIONS AND SECTION F, SPECIAL PROVISIONS**, particularly those pertaining to the contract period and liquidated damages for avoidable delays.

The CONTRACTOR shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration **30 WORKING DAYS.** The CONTRACTOR shall pay to the AGENCY liquidated damages in accordance with Section 6-9 of the Special Provisions (Section F) for each calendar day, or portion thereof, of delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for information/interpretation (RFI) shall be made in the planetbid portal at least ten (10) days before the scheduled bid opening:

Interpretations by the City will be in the form of addenda to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. City makes no guarantee that all bidders will receive all addenda. Copies of addenda will be made available for inspection at the office where the contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

Proposals shall be made on the forms enclosed in **SECTION C** of these specifications with or without removal from the bound contract documents. All proposals shall give the prices proposed, both in words and in numbers, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and mailing address must be shown; if made by firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the name and title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished demonstrating the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, labeled as specified in **SECTION A - NOTICE INVITING SEALED BIDS**. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

In conformance with the Business and Profession Code, § 7028.15, the CONTRACTOR must state clearly his/her license number and expiration date. In addition he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on the **EXPERIENCE STATEMENT** in **SECTION C**.

The CONTRACTOR will be required to pay prevailing wage pursuant to California Law, including California Labor Code §§ 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the offices of the AGENCY.

B1.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided on **SECTION C - BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

B1.08 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in numbers for the same quotation, the words shall be the amount bid.

In preparing bid prices, bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect the performance of the work in any manner. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as the Design Engineer supposes or believes them to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the AGENCY, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the CONTRACTOR as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

The CONTRACTOR shall perform an independent take-off of the plans and bid accordingly. Quantities listed in the **BID SCHEDULE** in **SECTION C** are intended only as a guide for the CONTRACTOR as to the anticipated order of magnitude of work. CONTRACTOR shall be responsible for verifying all estimated quantities. CONTRACTOR will be reimbursed for the quantity of items actually installed as required by the Contract Documents and shown on the plans to neat line and grade.

The CONTRACTOR will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

B1.09 TAXES

No mention shall be made in the proposal of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

B1.10 RECOGNITION OF BONDING COMPANIES

All bonding companies used by the CONTRACTOR in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

B1.11 QUALIFICATION OF BIDDERS

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the **EXPERIENCE STATEMENT** form provided in **SECTION C**.

Each bidder shall possess a valid CONTRACTOR's License issued by the CONTRACTOR's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years of experience in the magnitude and character of the work bid.

It is the intention of the AGENCY to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant to

enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract.

To determine the degree of responsibility to be credited to the bidder, the AGENCY will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the AGENCY, a bidder is determined to be insufficiently qualified, then that bidder will not be considered for award of the contract.

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

Each proposal shall have listed on the **DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS** form provided in **SECTION C** the name, California contractor license number, and Department of Industrial Relations registration number, and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent of the total amount of his/her bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the CONTRACTOR to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

Public Contract Code § 4104 requires all bidders to list subcontractors and state the license number of all subcontractors who will perform work in excess of one-half of one percent of the total bid, or in the case of streets and highways, one-half of one percent of the total bid or $10,000, whichever is greater.

Public Contract Code § 6109 prohibits a CONTRACTOR from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.

B1.13 PROPOSAL GUARANTEE

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the AGENCY in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier's check payable to the AGENCY, or cash, in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the AGENCY under the proposal guarantee shall be forfeited to the AGENCY in case of failure or neglect of the bidder to furnish, execute and deliver to the AGENCY the required bonds, evidence of insurance and to enter into, execute and deliver to the AGENCY the agreement on the form provided herewith, within ten (10) days after being notified in writing by the AGENCY that the award has been made and the agreement is ready for execution.

B1.14 MODIFICATION OF PROPOSAL

A modification of a bid proposal already received will be considered only if the modification is received before the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

B1.15 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid opening hour stipulated in **SECTION A – NOTICE INVITING SEALED BIDS**. Proposals may not be withdrawn after that time without forfeiture of the proposal guarantee, except as authorized by Public Contract Code sections 5100 through 5110. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

B1.16 POSTPONEMENT OF BID OPENING

The AGENCY reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **SECTION A–NOTICE INVITING SEALED BIDS**.

B1.17 DISQUALIFICATION OF BIDDERS

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered. In the event that any bidder acting as a prime CONTRACTOR has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime CONTRACTOR.

B1.18 REJECTION OF PROPOSALS

The AGENCY reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which bids are required; which omit unit prices if unit prices are required; in which unit prices are unbalanced in the opinion of the AGENCY; which are accompanied by insufficient or irregular bid security; or which are from bidders who have previously failed to perform properly or to timely complete contracts of any nature.

B1.19 AWARD OF CONTRACT

The Contract will be awarded, if at all, to the lowest responsible and responsive bidder, whose bid proposal is not rejected for cause by the AGENCY. However, until an award is made, the AGENCY reserves the right to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the AGENCY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom it is proposed to make such an award.

Each bidder's attention is directed to the possibility that the award of the project may be delayed for various reasons. The AGENCY reserves the right to delay the award of the project for 45 calendar days. After 45 calendar days, the low bidder may at any time request release from its bid without penalty.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail to the bidder whose proposal is accepted. No other act of the AGENCY shall constitute acceptance of a proposal. The award of contract shall obligate the bidder whose proposal is accepted to furnish a performance bond, payment bond and maintenance bond, as well as evidence of insurance and to execute the contract set forth herein.

B1.20 RETURN OF PROPOSAL GUARANTEES

Within ten (10) calendar days after the bids are opened, the AGENCY will release the proposal guarantees accompanying the proposals which are not to be considered in making the award. Proposal guarantees for the two lowest bidders will be held until the contract has been fully executed, after which they will be returned to the respective bidders.

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the contract award by the AGENCY in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by AGENCY, the AGENCY at its option may consider the bidder in default, in which case the bid bond or

proposal guarantee accompanying the bid shall become the property of the AGENCY. After execution by the AGENCY, one original contract shall be returned to the CONTRACTOR.

B1.22 FLEXIBILITY OF BID SCHEDULE

It is the intent of the AGENCY to award a contract to the lowest responsible and responsive bidder and the flexibility shown in the bid schedule is necessary to ensure a project within the AGENCY's budget limits and constraints.

SECTION C – PROPOSAL INFORMATION AND DOCUMENTS

Well 4 Rehabilitation Project
Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

Proposal Information and Documents:

- □ Bid Proposal
- □ Bid Schedule
- □ Bid Bond
- □ Bid Guarantee (if a Bid Bond is not provided)
- □ Bidder Information
- □ Experience Statement
- □ Designation of Suppliers and Subcontractors
- □ Statement Regarding Insurance Coverage
- □ Statement Regarding Contractor's Licensing Laws
- □ Non-Collusion Affidavit

BID PROPOSAL

Well 4 Rehabilitation Project
Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

CITY OF SIERRA MADRE
232 W. SIERRA MADRE BOULEVARD
SIERRA MADRE, CA 91024

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the AGENCY on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL**, **BID SCHEDULE**, **BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION**, **EXPERIENCE STATEMENT**, **DESIGNATION OF SUPPLIERS & SUBCONTRACTORS**, **BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE**, and **STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS**.

CONTRACTOR acknowledges receipt and inclusion of addenda _____ to _____ into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the AGENCY or evidence of a cash payment to the AGENCY, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the AGENCY, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION**.

NAME OF BIDDER: _____

MAILING ADDRESS: _____

_____

TELEPHONE NO. _____

STATE CONTRACTOR'S LICENSE NO. _____

STATE OF INCORPORATION:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

(If Company is a Corporation, provide corporate resolution per **B1.06 PROPOSAL of SECTION B – INSTRUCTION TO BIDDERS.**)

BID SCHEDULE

Well 4 Rehabilitation Project
Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION G–SPECIAL PROVISIONS**. The AGENCY reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The AGENCY reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the AGENCY.

The CONTRACTOR shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the CONTRACTOR as to the anticipated order of magnitude of work. The CONTRACTOR shall be responsible for verifying all estimated quantities. The CONTRACTOR will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The CONTRACTOR will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The CONTRACTOR shall be responsible for calculating and providing totals for the bid schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER:_____

CONTRACTOR'S LICENSE NO.:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

BID SCHEDULE (Continued)

WELL 4 REHABILITATION PROJECT
Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

Item	Description	Qty	Unit	Unit Price	Total Price
1	Mobilization, Demobilization, Site Security, Traffic Control	1	LS		
2	Pre-Rehabilitation Downhole Video Survey	1	LS		
3	Remove Accumulated Fill by Airlifting/Bailing	1	LS		
4	Mechanical Cleaning of Casing and Screen (Wire Brushing)	1	LS		
5	Deviation and Alignment Surveys	1	LS		
6	Furnish & Install 16-inch Stainless Steel Well Liner	1	LS		
7	Furnish & Install Formation Stabilizer	1	LS		
8	Chemical Rehabilitation & Neutralization	1	LS		
9	Dual Swab Airlifting & Well Redevelopment	1	LS		
10	Post-Rehabilitation Downhole Video Survey	1	LS		
11	Test Pump Installation and Removal	1	LS		

12	Well Development Pumping	40	HR		
13	Aquifer Testing (Step, Constant Rate, Recovery)	1	LS		
14	Well Disinfection	1	LS		
15	Design, Furnish & Install Permanent Pumping Equipment	1	LS		
16	Furnish & Install Motor Control Center (MCC)	1	LS		
17	Startup, Testing, Site Cleanup, Restoration	1	LS		

BASE BID TOTAL: $_____

Base Bid Total (Written): _____

BID BOND

Well 4 Rehabilitation Project
Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS that Bidder _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Sierra Madre as AGENCY, in the penal sum of _____ dollars ($_____), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

PRINCIPAL* _____

_____

_____

_____

SURETY* _____

_____

_____

_____

*Provide BIDDER and SURETY name, address and telephone number and the name, title, address and telephone number for their authorized representatives. Power of Attorney must be attached.

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature_____ (SEAL)

BID GUARANTEE

Well 4 Rehabilitation Project
Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

"Accompanying this proposal is a money order*, certified check*, cashier's check*, cash*, payable to the order of the City of Sierra Madre in the amount of _____ Dollars ($_____) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the City of Sierra Madre provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned."

NAME OF BIDDER: _____

MAILING ADDRESS: _____

_____

_____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

BIDDER INFORMATION

Well 4 Rehabilitation Project
Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder:_____

Business Address:_____

Telephone:_____FAX:_____

E-mail: _____

CONTRACTOR's License No.:_____ Date License Issued:_____

License Expiration Date:_____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:
(Name / Title / Address / Telephone)

_____

_____

_____

_____

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

_____

_____

_____

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

_____

_____

_____

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No _____. If yes, provide the following information. (If more than once, use separate sheets):

Date: _____ Entity:_____

Location:_____

Reason:_____

Provide Status and any Supplemental Statement:_____

_____

_____

_____

_____

Has your firm been reinstated by this entity? Yes / No _____

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: _____ Federal / State: _____

If "yes", identify and describe, (including status):_____

_____

_____

_____

_____

Have the penalties been paid? Yes / No:_____

B. Does you firm or its officers have any ongoing investigations by any agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No:_____ Codes / Laws:_____ Section / Article:_____

If "yes", identify and describe (including status):_____

_____

_____

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 20__, at _____, California.

Authorized Representative: Signature _____

Title _____

EXPERIENCE STATEMENT

Well 4 Rehabilitation Project
Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The CONTRACTOR must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The CONTRACTOR must be properly licensed to perform the work in this project as determined by the State CONTRACTOR's License Board.

Project Title:_____ Client:_____

Date: _____ Project Value: _____ Client Contact: _____

Client Telephone #_____ Client Email Address: _____

Description: _____

_____

_____

Subject to Federal Labor Standards: Yes No

Project Title:_____ Client:_____

Date: _____ Project Value: _____ Client Contact: _____

Client Telephone #_____ Client Email Address: _____

Description: _____

_____

_____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

Well 4 Rehabilitation Project
Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

Project Title:_____ Client:_____

Date: _____ Project Value: _____ Client Contact: _____

Client Telephone #_____ Client Email Address: _____

Description: _____

_____

_____

Subject to Federal Labor Standards: Yes No

Project Title:_____ Client:_____

Date: _____ Project Value: _____ Client Contact: _____

Client Telephone #_____ Client Email Address: _____

Description: _____

_____

_____

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this _____ day of _____, 20__, at _____, California.

Authorized Representative: Signature _____

Title _____

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

Well 4 Rehabilitation Project
Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half of one percent of the total bid price or $10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the AGENCY.

The CONTRACTOR is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name, License No., and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

Name, License No., and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

Well 4 Rehabilitation Project
Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5-4 INSURANCE** of Section E, Standard Specifications and Section F, Special Provisions. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER: _____

MAILING ADDRESS: _____

_____

_____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

Well 4 Rehabilitation Project
Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA
[Business & Professions Code § 7028.15]
[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California CONTRACTOR's license as set forth below:

Business & Professions Code § 7028.15:

a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a CONTRACTOR within this state without having a license therefor,** except in any of the following cases:

(1)The person is particularly exempted from this chapter.

(2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.

d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed CONTRACTORs to render services within the scope of their respective practices.

e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a CONTRACTOR who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the CONTRACTOR was properly licensed when the CONTRACTOR submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a CONTRACTOR who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to

7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as CONTRACTOR who is not licensed pursuant to this chapter is void.**

f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or CONTRACTOR and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the CONTRACTOR shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of CONTRACTORs verifies to the AGENCY that the records of the Contractors' State License Board indicate that the CONTRACTOR was properly licensed at the time the contract was awarded. Any bidder or CONTRACTOR not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The AGENCY shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

CONTRACTOR's License Number: _____

License Expiration Date:_____

Authorized Signature:_____

Date:_____

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the ___ day _____, 20__ at _____, California.

_____
CONTRACTOR's Signer's Name

_____
CONTRACTOR's Signer's Title

_____
CONTRACTOR's Business Name

Contractor's Business Address:

_____
Mailing Street Address

_____
City, State, Zip Code

_____
Telephone #

SECTION D – CONTRACT INFORMATION AND DOCUMENTS

Well 4 Rehabilitation Project
Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

Contract Information and Documents:

□ Contract Agreement
□ Payment Bond
□ Faithful Performance Bond
□ Maintenance Bond
□ Worker's Compensation Insurance Certificate
□ Insurance Endorsement

AGREEMENT

Well 4 Rehabilitation Project
SPECIFICATION NO. Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

THIS AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this _____ day of_____, 20__ *(Council Action Date Here)*, BY AND BETWEEN the City of Sierra Madre, a municipal corporation, hereafter designated as "AGENCY", and CONTRACTOR'S BUSINESS NAME, a _____ (State) _____ (corporation, partnership, limited liability company, or other business form), hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the Well 4 Rehabilitation Project, SPECIFICATION NO. Due W425/26, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, plans, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of $_____ (_____ Dollars,) unless specifically approved in advance and in writing by AGENCY.

CONTRACTOR agrees to perform all work based on time, as agreed upon with the AGENCY on the CONTRACTOR'S Equipment and Labor Rates, and materials as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder.*]*

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. Such unforeseen difficulties or obstructions includes any act of God, the elements, strike, walkout, or any other cause beyond CONTRACTOR's reasonable control that occurs before AGENCY accepts the work as complete.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of CONTRACTORs by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to CONTRACTOR of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon AGENCY's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

D. This AGREEMENT is subject to the requirements of a skilled and trained workforce; CONTRACTOR and each of its subcontractors at every tier are required to employ a certain percentage of journeypersons to perform the work, in accordance with Public Contracts Code §§ 2600 – 2602

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY $200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

E. This AGREEMENT is further subject to 8-hour workday and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY $25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

F. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than $25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

(1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the

Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to AGENCY as additional insured. Further, the requirements for coverage and limits shall be the greater of (1) the maximum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured. Insurance provided by CONTRACTOR under this Contract shall not replace or substitute for CONTRACTOR's indemnification obligations in Article VII.

CONTRACTOR's insurance, including all endorsements, shall be primary to any coverage available to AGENCY. Any insurance or self-insurance maintained by AGENCY and/or its officers, employees, agents or volunteers, shall be excess of CONTRACTOR's insurance and shall not contribute with it.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT. Indemnification includes, but is not limited to, all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising out of, in connection with, resulting from or related to changes to the natural environment or environmental harms caused in whole or in part by work performed under this AGREEMENT.

To the fullest extent permitted by law, CONTRACTOR shall, at its sole costs and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their representative subsidiaries, affiliates, members, director, officer, employees and agents, including parties that AGENCY contracts with (including other governmental agencies such as the California Department of Transportation) (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of any party, person, or organization that AGENCY contracts with, in connection with or relating to or claimed to be in connection with or relating to the work

performed under this AGREEMENT. Indemnification includes, but is not limited to, all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising out of, in connection with, resulting from or related to changes to the natural environment or environmental harms caused in whole or in part by work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

AGENCY may request a deposit for defense costs from CONTRACTOR with respect to a claim. If AGENCY requests a defense deposit, CONTRACTOR shall provide it within 15 days of the request.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. All disputes arising out of this AGREEMENT are subject to a mandatory step-by-step claims submission and evaluation process as a precondition to legal action in accordance with Public Contracts Code § 9204.

B. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Los Angeles.

C. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

D. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than $375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by CONTRACTOR, for the response to such claims by the AGENCY, for a mandatory meet and confer conference upon the request of CONTRACTOR, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration

upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent CONTRACTOR

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent CONTRACTOR. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY:

[INSERT CONTACT]
CITY OF SIERRA MADRE
232 W. Sierra Madre Boulevard
Sierra Madre, CA 91024

CONTRACTOR:

[INSERT CONTACT]
CONTRACTOR'S BUSINESS NAME
Mailing Address
City, State, Zip Code

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents or other written material ("written products" herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

F. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to AGENCY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of AGENCY. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of

AGENCY or as part of any audit of AGENCY, for a period of three (3) years after final payment under the Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY"	"CONSULTANT"
City of Sierra Madre	[Name of Company or Individual]
Authorized Signatories:	
Signature:_____	Signature:_____
Printed:_____	Printed:_____
Title: _____	Title: _____
Date: _____	Date: _____

Attest:

Signature:_____

Printed:_____

Title: City Clerk

Date: _____

Approved as to Form:

Signature:_____

Printed:_____

Title: City Attorney

Date: _____

(EXECUTE IN DUPLICATE)

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature_____ (SEAL)

PAYMENT BOND

Well 4 Rehabilitation Project,
SPECIFICATION NO. Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

WHEREAS, the City of Sierra Madre, as AGENCY has awarded to CONTRACTOR's Business Name, as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of [**DESCRIBE IN WORDS; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR],** ($XXX,XXX.XX) Dollars, which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

(Continued on Next Page)

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the dates set forth below:

CONTRACTOR*	CONTRACTOR's Signer's Name, Title	_____
	CONTRACTOR's Business Name	_____
	Mailing Street Address	_____
	City, State, Zip Code	_____
	Telephone #	_____
	Date:	_____
Surety*	Surety Signer's Name / Title	_____
	Surety's Business Name	_____
	Mailing Street Address	_____
	City, State, Zip Code	_____
	Telephone #	_____
	Date:	_____

*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

(EXECUTE IN DUPLICATE)

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature_____ (SEAL)

FAITHFUL PERFORMANCE BOND

Well 4 Rehabilitation Project
SPECIFICATION NO. Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS That CONTRACTOR's Business Name, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and _____, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF SIERRA MADRE, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of

_

[DESCRIBE IN WORDS; 100% OF THE TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR], ($XXX,XXX.XX) Dollars, which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: Well 4 Rehabilitation Project, SPECIFICATION NO. Due W425/26, CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court.

(Continued on Next Page)

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the dates set forth below:

CONTRACTOR*	CONTRACTOR's Signer's Name, Title	_____
	CONTRACTOR's Business Name	_____
	Mailing Street Address	_____
	City, State, Zip Code	_____
	Telephone #	_____
	Date:	_____
Surety*	Surety Signer's Name / Title	_____
	Surety's Business Name	_____
	Mailing Street Address	_____
	City, State, Zip Code	_____
	Telephone #	_____
	Date:	_____

*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

(EXECUTE IN DUPLICATE)

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature_____ (SEAL)

MAINTENANCE BOND

Well 4 Rehabilitation Project
SPECIFICATION NO. Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Sierra Madre, as AGENCY has awarded to CONTRACTOR's Business Name, as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of _____ ***[DESCRIBE IN WORDS; 50% OF THE TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR],*** ($XXX,XXX.XX) Dollars, which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the dats set forth below:

CONTRACTOR*	CONTRACTOR's Signer's Name, Title	_____
	CONTRACTOR's Business Name	_____
	Mailing Street Address	_____
	City, State, Zip Code	_____
	Telephone #	_____
	Date:	_____
Surety*	Surety Signer's Name / Title	_____
	Surety's Business Name	_____
	Mailing Street Address	_____
	City, State, Zip Code	_____
	Telephone #	_____
	Date:	_____

*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

(EXECUTE IN DUPLICATE)

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature_____ (SEAL)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The CONTRACTOR shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: _____

CONTRACTOR's Business Name

By:_____
(Signature)

_____
(Title)

Attest:

By:_____
(Signature)

_____
(Title)

NOTE: See Section 5.4 Insurance of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:_____

Policy Number:_____

Effective Date:_____

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with rating of "A" or higher and a Financial Class VII or higher as established by A.M. Best, or higher rating established by Moody's or Standard & Poor's.**

It is agreed that the City of Sierra Madre, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.

_____
Authorized Insurance Agent

Date:_____

SECTION E – STANDARD SPECIFICATIONS

Well 4 Rehabilitation Project
SPECIFICATION NO. Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

STANDARD SPECIFICATIONS

INCORPORATION OF GREENBOOK. The latest edition of the Standard Specifications for Public Works Construction ("SSPWC" or "Greenbook") shall be incorporated by reference into these Standard Specifications as if fully replicated herein. These Standard Specification shall be supplemented, amended, or replaced by the Special Provision contained in Section F and G hereinbelow. To the extent that anything in the Special Provisions conflicts with the terms or requirements of the SSPWC, the Special Provisions shall control.

SECTION F – SPECIAL PROVISIONS – PART 1

Well 4 Rehabilitation Project
SPECIFICATION NO. Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

SPECIAL PROVISIONS – PART 1. The following provisions supplement, amend, or replaced the requirements of the Standard Specifications for Public Works Construction ("SSPWC" or "Greenbook"). To the extent that anything in these Special Provisions conflicts with the terms or requirements of the SSPWC, these Special Provisions shall control.

SECTION 1 - GENERAL

1-1 TERMS. Unless otherwise stated, the words *directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory*, or words of like meaning, refer to actions, expressions, and prerogatives of the Engineer.

1-2 DEFINITIONS

Acceptance – The AGENCY's formal written acceptance of a project that has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

AGENCY – The City of Sierra Madre.

Agent – Shall include persons and companies, other than the CONTRACTOR, retained by the City to perform design and construction services in relation to the Work.

Board – The City Council of the City of Sierra Madre.

City – The City of Sierra Madre, California, as the AGENCY and Owner.

City Council – City Council of the City of Sierra Madre, California.

Construction Manager – Persons and/or company retained by the City to perform construction management services.

Contract Documents – Including, but not limited to: the Contract, any Addendum (which pertain to the contract documents), Notice Inviting Bids, Instructions to Bidders; Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract, the Bonds, the general conditions, permits from other agencies, the Special Provisions, the Plans, Standard Plans, Standard Specifications, Reference Specifications, and all Modifications issued after the execution of the Contract.

Days – Days shall mean consecutive calendar's days unless otherwise specified.

Design Engineer – Persons and/or company retained by the City to perform engineering design services.

Due Notice – A written notification, provided in due time, of a proposed action, where the contract requires such notification within a specified time (usually 48 hours or two working days) prior to the commencement of the contemplated action.

Engineer – The City Engineer of the City of Sierra Madre, or his/her authorized representative.

Geotechnical Engineer – Person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California and retained by the AGENCY during construction.

Geotextile – Synthetic fiber used in civil engineering applications, serving the primary functions of separation and filtration.

House Sewer – A sewer, wholly within private property, proposed to connect any building to a house connection sewer.

Luminaire Arm – The structural member, bracket, or mast arm, which, mounted on the standard, supports the luminaire.

Owner – City of Sierra Madre, California.

Prompt – The briefest interval of time required for a considered reply, including time required for approval by a governing body.

Proposal – See Bid.

Reference Specifications – Those bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the project or issuing the permit, unless specifically referred to by edition, volume, or date.

Standard Plans – "Standard Plans for Public Works Construction" or "SSPWC" – Latest edition of the Southern California Chapter of the American Public Works Association.

State Standard Specifications ("SSS") – Standard Specifications prepared by the State of California, Business and Transportation Agency, Department of Transportation.

State Standard Plans ("SSP") – Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.

Storm Drain – Any conduit and appurtenances intended for the reception and transfer of storm water.

Tonne – Also referred to as "metric ton" — Represents a unit of measure in the International System of Units equal to 1,000 kilograms.

Work – That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor, materials, equipment, and services.

Working Days – Any days, except: (1) Saturdays, Sundays, legal holidays on which Sierra Madre City Hall is closed for business; (2) days when work is suspended by the Engineer for reasons unrelated to the performance of the CONTRACTOR, and provided in Subsection 6-6.1; and (3) days determined to be non-working in accordance with Section 6-3 "Time of Completion."

1-3 ABBREVIATIONS

1-3.3 Institutions. *Add the following:*
These Standard Specifications incorporate by reference the list of commonly used institution terms in the edition of the "Standard Plans for Public Works Construction" (aka the Greenbook) with the following additions:

AGCA	Associated General CONTRACTORs of America
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation.
SSPWC	Standard Specifications for Public Works Construction

1-4 UNITS OF MEASURE

1-4.1 General. *Add the following:*

When U.S. Standard Measures are not included in parenthesis, then the SI units shall control.

1-7 AWARD AND EXECUTION OF CONTRACT. *Add the following:*

1-7.0 Investigation of Site Conditions. Prior to submittal of the bid, Bidders must visit the site of work and complete their own investigations to satisfy themselves as to the existing conditions affecting the work to be done under these specifications. If the bidder chooses not to visit the site or conduct investigations, he will, nevertheless, be charged with the knowledge of conditions which reasonable inspection and investigation would have disclosed.

After the project is awarded, the CONTRACTOR shall carefully study and compare the Contract Documents with each other and with information available to the CONTRACTOR and furnished by the Owner and shall immediately notify the Engineer of errors, inconsistencies or omissions discovered. If the CONTRACTOR performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Engineer, the CONTRACTOR shall assume appropriate responsibility for such performance and may assume responsibility for the full costs for correction.

The CONTRACTOR shall make field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CONTRACTOR with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Engineer immediately.

When existing conditions are encountered which, in the opinion of the Engineer, require temporary suspension of work for design modifications or for other determinations to be made, the CONTRACTOR shall move to other areas of work until such determinations are made at no cost to the City. No additional compensation will be allowed by reason of such temporary suspension of work, or modifications to work, except as noted in Section 3 of these Standard Specifications ("Changes in Work") for specific items of work not included in the bid. Appropriate extension of item for completion may be allowed where justification in the opinion of the Engineer.

1-7.1 General. *Add the following:*

The City reserves the right to reject any or all proposals.

The Contract will be awarded, if at all, to the lowest responsible and responsive Bidder determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. Refusal or failure to deliver the executed contract, bonds, or insurance in the form provided in the Contract and approved by the AGENCY's attorney within the time provided herein shall be cause, at the AGENCY's option, for the annulment of the award and forfeiture of the bid security. In such event, the AGENCY may successively award the Contract to the next lowest responsible and responsive Bidder until a properly executed Contract, bonds, and insurance is obtained, or it may at any time reject all remaining bids and proceed as provided by law. The refusal or failure of a successive lowest responsible and responsive Bidder to execute the Contract may, at the AGENCY's option, result in an annulment of the award to that Bidder and the forfeiture of that Bidder's bid security. The periods of time specified above within which the award of the Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the AGENCY and the concerned Bidder.

The AGENCY reserves the right to waive any irregularities.

Within ten (10) calendar days after the date of the Notice of Award, the CONTRACTOR shall execute and return the following contract documents to the AGENCY:

Contract Agreement (in duplicate)
Faithful Performance Bond (in duplicate)
Maintenance Bond (in duplicate)
Payment Bond (in duplicate)
Public Liability and Property Damage Insurance Certificate (two original)
Additionally Insured Endorsement
Workers' Compensation Insurance Certificate (two original)

A corporation to which an award is made may be required, before the Contract agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

1-7.2 Contract Bonds. *Add the following:*

The PAYMENT BOND shall remain in force until thirty-five (35) calendar days after the date of recordation of the Notice of Completion. The FAITHFUL PERFORMANCE BOND shall remain

in force until the date of recordation of the Notice of Completion. The MAINTENANCE BOND shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All bonds must be accompanied by a Power of Attorney.

SECTION 2 - SCOPE OF THE WORK

2-1 WORK TO BE DONE. *Add the following:*

Any plan or method of work suggested by the AGENCY or the Engineer to the CONTRACTOR but not specified or required, if adopted or followed by the CONTRACTOR in whole or in part, shall be used at the risk and responsibility of the CONTRACTOR; and the AGENCY and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

2-3 RIGHT-OF-WAY. *Substitute the following:*

Rights-of-way, easements, or rights-of-entry for the Work will be provided by the AGENCY. Unless otherwise provided, the CONTRACTOR shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The CONTRACTOR shall fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their representative subsidiaries, affiliates, members, director, officer, employees and agents, including parties that AGENCY contracts with (including other governmental agencies such as the California Department of Transportation) (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with these actions.

When the CONTRACTOR arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the AGENCY with proof that the additional work areas and/or facilities have been left in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-5 CONTRACTOR'S EQUIPMENT AND FACILITIES.

2-5.1 General. *Add the following:*

The CONTRACTOR shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

A noise level limit of 85 dba at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job, whether owned by the CONTRACTOR or not. The use of excessively loud warning signals shall be avoided except in those cases where required for the protection of personnel.

The CONTRACTOR shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each workday.

SECTION 3 - CONTROL OF THE WORK

3-3 SUBCONTRACTORS. *Add the following:*

3-3.1 General. Each Bidder shall comply with the Public Contract Code including Sections 4100 through 4113. The following excerpts or summaries of some of the requirements of this Chapter are included below for information:

The Bidder shall set for the in the Bid, as provided in 4104:

> "(a) The name, and location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime CONTRACTOR in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime CONTRACTOR, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime CONTRACTOR's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime CONTRACTOR's total bid or ten thousand dollars ($10,000), whichever is greater."
>
> "(b) The portion of the work which will be done by each such subcontractor under this act. The prime CONTRACTOR shall list only one subcontractor for each such portion as is defined by the prime CONTRACTOR in his bid."

Subcontracting of more than one-half of one percent of the work for which no Subcontractor was designated in the original Bid will be allowed only in cases of public emergency or necessity and only after the Engineer makes a written finding of circumstances constituting public emergency or necessity.

The CONTRACTOR must obtain written consent of the City to substitute a Subcontractor designated in the original Bid, to permit any subcontract to be assigned or transferred, or to otherwise allow a subcontract to be performed by anyone other than the originally designated Subcontractor.

A violation of any of the above provisions will be considered a violation of the Contract, and the City may cancel the Contract and collect appropriate damages or assess the CONTRACTOR a penalty of not more than ten (10) percent of the subcontract involved.

If subcontracted work is not being performed in a satisfactory manner, the City will notify the CONTRACTOR of the need to take corrective action and the Engineer may report the facts to the City Council. Upon order by City Council and the CONTRACTOR's receipt of written instructions from the Engineer, the Subcontractor shall immediately be removed from the Work and may not again be employed on the Work.

3-3.2 Additional Responsibility. The CONTRACTOR shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount required to be performed by the CONTRACTOR with its own organization. "Specialty Items" will be identified by the AGENCY in the Bid or Proposal. Where an entire item is subcontracted, the value

of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the CONTRACTOR, and subject to approval by the Engineer.

3-3.3 Status of Subcontractors. All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the CONTRACTOR. The CONTRACTOR will be held responsible for their work. The AGENCY will deal directly and solely with the CONTRACTOR and make all payments to the CONTRACTOR.

3-4 AUTHORITY OF BOARD AND THE ENGINEER. *Substitute the following:*

The Board has the final authority in all matters affecting the Work. Within the scope of the Contract, the Engineer has the authority to enforce compliance with the Plans and Specifications. The CONTRACTOR shall promptly comply with instructions from the Engineer or an authorized representative.

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of materials, equipment, or work; execution, progress or sequence of work; and interpretation of the Plans, Specifications, or other drawings. This shall be precedent to any payment under the Contract, unless otherwise ordered by the Board.

3-7 CONTRACT DOCUMENTS.

3-7.1 General. *Add the following:*

The CONTRACTOR shall ascertain the existence of any conditions affecting the cost of the Work through a reasonable examination of the Work site prior to submitting the Bid.

Existing improvements visible at the Work site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed and disposed of by the CONTRACTOR.

The CONTRACTOR shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Engineer.

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. CONTRACTOR shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, CONTRACTOR shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes “the Project was constructed in conformance with the Contract Documents.” Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the CONTRACTOR shall apply to the Engineer for such further explanations as necessary, and shall conform to such

further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

(a) Records of Construction Changes / As-Builts. CONTRACTOR shall maintain a complete and accurate record of all changes of construction from that shown in these Plans and Specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the City Engineer.

Upon completion of the Project, CONTRACTOR shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes that Project was constructed in conformance with the Contract Documents.

Caution: The engineer preparing these Plans will not be responsible for, or liable for, unauthorized changes to or uses of these Plans. All changes to the Plans must be approved in writing by City Engineer.

3-7.2 Precedence of Contract Documents. *Substitute the following:*

If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

1) Permits issued by jurisdictional regulatory agencies.

2) Change Orders and/or Supplemental Agreements; whichever occurs last.

3) Contract/Agreement

4) Addenda.

5) Bid/Proposal.

6) Special Provisions.

7) Plans.

8) Notice Inviting Bids

9) Instructions to Bidders

10) Standard Plans.

11) Standard Specifications.

12) Reference Specifications.

3-8 SUBMITTALS.

3-12 WORK SITE MAINTENANCE

3-12.1 General.

The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR's Bid.

Excess excavated material from catch basins or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.

3-12.1.1 Vermin Control. *Add the following:*

At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the CONTRACTOR as part of the Work within the Contract time, and shall be performed by a licensed exterminator in accordance with requirements of governing authorities. The CONTRACTOR shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

3-12.3 Noise Control. *Add the following:*

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP). *Add the following:*

CONTRACTOR shall submit to the engineer a completed and signed SWPPP at the preconstruction conference. The plan may utilize the practices recommended in the latest edition of the *California Storm Water Best Management Practices Handbook*, available from California Stormwater Quality Association (CSQA), and online at http://www.cabmphandbooks.net/ . The plan shall be consistent with the construction General Permit, issued by the State Water Resources, Control Board, through submittal of the Notice of Intent (NOI).

If construction will occur between October 1 and April 15 (considered as the rainy season), a wet weather erosion control plan must be submitted. Additionally, Best Management Practices (BMPs) implemented during the AGENCY's rainy season shall include but not be limited to those appropriate for wet weather conditions.

(a) Storm Water Pollution Prevention Measures. All storm water pollution prevention measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, a revised plan shall be promptly submitted to the AGENCY's representative in each instance. No responsibility shall accrue to the AGENCY as a result of the plan or as a result of knowledge of the plan. All work installed by the CONTRACTOR in connection with the SWPPP but not specified to become a permanent part of the project shall be removed and the site restored in so far as practical to its original condition prior to completion of construction or when directed by the AGENCY's representative.

(b) Storm Water Pollution Prevention – Measurement And Payment. Unless otherwise indicated in the Special Provisions, measurement and payment for Storm Water Pollution Prevention Measures, as described herein, shall be included in the items of Work requiring storm water pollution prevention measures as indicated in the project Special Provisions. Such payment shall be considered full compensation for all labor, materials, tools, and equipment for completion, and implementation and compliance with the SWPPP.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.1 Completion. Add the following:

The Work will be inspected by the Engineer for acceptance upon receipt of the CONTRACTOR's written assertion that the Work has been completed.

3-13.3 Warranty. *Add the following:*

All work shall be warranted by the CONTRACTOR against defective workmanship and materials for a period of 1 year from the date the Work was completed. The CONTRACTOR shall replace or repair any such defective work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the CONTRACTOR fails to make such replacement or repairs within the time specified in the notice, the AGENCY may perform this work and the CONTRACTOR's sureties shall be liable for the cost thereof.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL. *Add the following:*

Used or secondhand materials, parts, and equipment may be used only if permitted by the Specifications.

The CONTRACTOR and all subcontractors, suppliers, and vendors shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The CONTRACTOR, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one-year period, the CONTRACTOR shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found not to meet those requirements. The CONTRACTOR shall defend, indemnify, and hold the AGENCY, its officers, agents, and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

The CONTRACTOR shall make all repairs, replacements, and restorations within thirty-five (35) days after the date of the Engineers' written notice.

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the AGENCY shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions thereof in the payments due or to become due to the CONTRACTOR as the AGENCY may deem just and reasonable.

4-2 PROTECTION. *Add the following:*

The CONTRACTOR shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.

The CONTRACTOR shall relocate, repair, replace or reestablish all existing improvements within the project limits (e.g., curbs, sidewalks, catch basins, catch basin screens, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, survey monuments, landscaping, etc.) that are damaged or removed as a result of the CONTRACTOR's operations or as required by the plans and specifications.

All existing improvements, either within the right-of-way or not, including irrigation lines that are damaged by actions of the CONTRACTOR, shall be restored by the CONTRACTOR to their original or better condition at the CONTRACTOR's expense.

The CONTRACTOR shall mark, as approved by the Engineer, all survey monuments, manholes, valves, substructures, or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of that operation and approved by the Engineer.

Existing traffic striping, pavement markings, and curb markings shall also be considered as existing improvements and the CONTRACTOR shall repaint or replace, at the CONTRACTOR's expense, such striping or markings (except for traffic striping and pavement markings within the limits of the Work) if damaged or if their reflectivity is reduced due to construction operations.

All restoration of existing improvements must occur within the construction completion date, unless directed otherwise by the City Engineer.

Maintenance of street and traffic signal systems that are damaged, temporarily removed or relocated shall be done in conformance with the Contract Documents.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed due to CONTRACTOR's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded and covered with suitable mulch.

The CONTRACTOR shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements, within the right-of-way which are designated for removal and would be destroyed because of the Work.

All costs to the CONTRACTOR for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be the responsibility of the CONTRACTOR.

4-3 INSPECTION *Add the following: none*

4-3.1 General. *Add the following: none*

4-4 TESTING. *Add the following:*

The AGENCY will bear the cost of testing the following material and/or workmanship:

none

CONTRACTOR shall be responsible for calling the Project Engineer for testing and inspection of the above items (48) hours in advance. Work not properly tested and inspected will be subject to rejection.

4-6 TRADE NAMES. *Add the following:*

Along with information supplied by the CONTRACTOR regarding equivalency of the proposed item, the CONTRACTOR shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an "or equal" item which were not identified by

the CONTRACTOR with his/her submittal shall be cause for rejection of the "or equal" item. CONTRACTOR shall be due no additional compensation in time or money for acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified. CONTRACTOR shall pay cost to AGENCY for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an "or equal" item.

Add the following Section 4-9:

4-9 CONSTRUCTION MATERIALS DISPUTE RESOLUTION (Soils, Rock Materials, Concrete, Mortar and Related Materials, Masonry Materials, Bituminous Materials, Rock Products, and Modified Asphalts). In the interest of safety and public value, whenever credible evidence arises to contradict the test values of materials, the AGENCY and the CONTRACTOR will initiate, an immediate and cooperative investigation. Test values of materials are results of the materials' tests, as defined by these Specifications or by the special provisions, required to accept the Work. Credible evidence is process observations or test values gathered using industry accepted practices. A contradiction exists whenever work acceptance or performance becomes suspect. The investigation shall allow access to all test results, procedures, and facilities relevant to the disputed work and consider all available information and, when necessary, gather new and additional information to determine the validity, the cause, and if necessary, the remedy to the contradiction. If the cooperative investigation reaches any resolution mechanism acceptable to both the AGENCY and the CONTRACTOR, the contradiction shall be considered resolved and the cooperative investigation concluded.

Whenever the cooperative investigation is unable to reach resolution, the investigation may then either conclude without resolution or continue by written notification of one party to the other requesting the implementation of a resolution process by committee. The continuance of the investigation shall be contingent upon recipient's agreement and acknowledged in writing within 3 calendar days after receiving a request. Without acknowledgement, the investigation shall conclude without resolution. The committee shall consist of three State of California Registered Civil Engineers. Within 7 calendar days after the written request notification, the AGENCY and the CONTRACTOR will each select one engineer. Within 14 calendar days of the written request notification, the two selected engineers will select a third engineer. The goal in selection of the third member is to complement the professional experience of the first two engineers. Should the two engineers fail to select the third engineer, the AGENCY and the CONTRACTOR shall each propose 2 engineers to be the third member within 21 calendar days after the written request notification. The first two engineers previously selected shall then select one of the court proposed engineers in a blind draw.

The committee shall be a continuance of the cooperative investigation and will re-consider all available information and if necessary, gather new and additional information to determine the validity, the cause, and if necessary, the remedy to the contradiction. The committee will focus upon the performance adequacy of the material(s) using standard engineering principles and practices and to ensure public value, the committee may provide engineering recommendations as necessary. Unless otherwise agreed, the committee will have 30 calendar days from its formation to complete their review and submit their findings. The final resolution of the committee shall be by majority opinion, in writing, stamped and signed. Should the final resolution not be unanimous, the dissenter may attach a written, stamped, and signed minority opinion.

Once started, the resolution process by committee shall continue to full conclusion unless:

1. Within 7 days of the formation of the committee, the AGENCY and the CONTRACTOR reach an acceptable resolution mechanism; or
2. Within 14 days of the formation of the committee, the initiating party withdraws its written notification and agrees to bear all investigative related costs thus far incurred; or
3. At any point by the mutual agreement of the AGENCY and the CONTRACTOR.

Unless otherwise agreed, the CONTRACTOR shall bear and maintain a record for all the investigative costs until resolution. Should the investigation discover assignable causes for the contradiction, the assignable party, the AGENCY or the CONTRACTOR, shall bear all costs associated with the investigation. Should assignable causes for the contradiction extended to both parties, the investigation will assign costs cooperatively with each party or when necessary, equally. Should the investigation substantiate a contradiction without assignable cause, the investigation will assign costs cooperatively with each party or when necessary, equally. Should the investigation be unable to substantiate a contradiction, the initiator of the investigation shall bear all investigative costs. All claim notification requirements of the contract pertaining to the contradiction shall be suspended until the investigation is concluded.

SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

5-2 SPECIAL NOTICES. *Add the following:*

5-2.1 Mandatory Notification Prior To Excavation. The CONTRACTOR's attention is direct to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Southern California" (USA) ("Digalert") shall be notified by phone, toll free 1-800-422-4133, or 811, for the assignment of an Inquiry Identification Number.

Construction CONTRACTOR shall contact all utility companies at least five (5) working days prior to commencing work and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation.

The known public utilities contacts are:

City of Sierra Madre, Public Works Inspector (626)355-5839

The CONTRACTOR shall coordinate construction with public utility relocation activities.

The existing subsurface utilities shown have been indicated, based on the best available record information. However, to avoid or resolve any interference problems between these existing utilities and the proposed work, the CONTRACTOR shall field verify the vertical and horizontal locations of all utilities, such as water lines and water services, electronic conduits, telephone and television cable, storm drain facilities, and all other facilities and obstructions prior to beginning any excavations. If conflicts exist, revised grades and/or alignments may be established, if required. **Such field verification shall require exposing these utilities prior to the start of construction**.

Special reference is hereby made to Section 4-2, "Protection," of the Standard Specifications with respect to the protection, repair, and replacement of existing subsurface utilities.

Additionally, the CONTRACTOR shall also notify the following local entities of his/her schedule fourteen (14) days prior to commencing work, including local refuse collectors, street sweepers, the Post Office, Public Schools, and Bus Companies:

[Add the affected entities and/or representatives and phone numbers, such as Waste Management, Post Office, Schools, Transportation Agencies, Street Sweeping, etc.]

No excavation shall commence unless the CONTRACTOR has obtained the USA Inquiry Identification Number.

5-1.2 Accuracy of Utilities Information. The locations of known existing major utilities, whether above ground or underground, are indicated on the plans. Information and data reflected in the Contract Documents with respect to underground and above ground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such utilities, and the City does not assume responsibility for the accuracy or completeness thereof. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

The CONTRACTOR shall be responsible for determining the location and depth of all underground facilities, including service connections, which may affect or be affected by his/her operations, and he/she shall include the cost to pothole all utilities within the limits of work in his/her bid. If an existing utility line, which has been marked by Underground Service Alert or is shown on the plans, is damaged by the CONTRACTOR, the CONTRACTOR shall repair the line and bear the cost thereof.

CONTRACTOR shall be aware that electrical conduits between street and traffic lights may exist beneath pavement and/or sidewalk in areas where such lights are in place and that said conduits are not shown on these plans.

In the event that the CONTRACTOR damages any existing utility lines that are not shown, shown incorrectly or the locations of which are not made known to the CONTRACTOR prior to excavation, a telephone call and written report shall be made immediately to the Utility owner, the Engineer, and to the City. If directed by the City, the CONTRACTOR shall make repairs under the provisions for changes and extra work contained in **2-7 CHANGES INITIATED BY THE AGENCY** of the Standard Specifications.

5-4 INSURANCE.

5-4.1 General. *Add The following:*

CONTRACTOR and AGENCY agree that AGENCY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement, which includes but is not limited to, contracts with other governmental agencies such as the California Department of Transportation, which are necessary for the AGENCY to enact this Agreement or from contracts with other parties or governmental agencies, which are necessary for the AGENCY to enact this Agreement.

CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR

has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement, or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. *Add the following:*

6-1.4 Emergency Contact List. The CONTRACTOR shall provide the following information in writing and submit it with the signed contract, contract bonds and certificates of insurance. Failure to comply may result in delays in the processing of the contract documents.

1. Name of authorized representative at the job site.
2. Address and telephone number where the above person can be reached 24 hours a day.
3. Address of the nearest office of the CONTRACTOR, if any, and the name and telephone number of a person at that office who is familiar with the project.
4. Address and telephone number of the CONTRACTOR's main office and the name and telephone number of the person at that office familiar with the project.

6-2 PROSECUTION OF WORK. *Add the following:*

As soon as possible under the provisions of the Specifications, the CONTRACTOR shall backfill all excavations and restore to usefulness all improvements existing prior to the start of the Work.

The CONTRACTOR shall submit monthly progress reports to the Engineer by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained.

6-2.1 Traffic and Access. The CONTRACTOR's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work, or an approved detour shall be provided.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to: fire hydrants; commercial and industrial establishments; churches, schools and parking lots; service stations and motels; hospitals; police and fire stations; and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 90 m (300 fee), shall be maintained unless otherwise approved by the Engineer.

Vehicular access to residential driveways shall be maintained to the property lien except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, the CONTRACTOR shall immediately clear the street and driveways and provide and maintain access.

The CONTRACTOR shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One half shall be kept open and unobstructed until the opposite side is ready for use. If one-half a street only is being improved, the other half shall be conditioned and maintained as a detour.

The CONTRACTOR will be required to maintain at least one lane of traffic in each direction through the project area at all times in a manner satisfactory to the Engineer in the form of an engineered traffic control plan. The engineered traffic control plans must be signed by a California registered civil and/or traffic engineer. The plan is a required submittal for review one week prior to the pre-construction meeting.

If traffic control on the project shall be implemented by a sub-contractor, such subcontractor must specialize in Traffic Control and be approved by the City Engineer.

The CONTRACTOR shall include in its Bid all costs for the above requirements.

6-2.1.1 Notification to the Public. Affected properties will be determined by the Engineer and are, in general, those properties that fall within 500 feet of the limits of the work. CONTRACTOR shall remain aware of all adjacent property owners and take all steps necessary to minimize construction impacts and disturbances to all affected property owners. The CONTRACTOR is required to distribute the approved public notice to property owners one week prior to roadway

construction. CONTRACTOR shall be responsible for all costs associated with these tasks and responsibilities in the various contract bid items.

The CONTRACTOR is required to notify the City by e-mail that public notices have been distributed. The e-mail shall be addressed to the City representative(s) designated during the pre-construction meeting. The e-mail shall be sent to the City no later than 8 a.m. on the day following distribution of the notices. The e-mail notification to the City shall contain a map showing the limits of distribution and the dates and times distributed. A separate e-mail shall be sent for each distribution. The City will use the information on the e-mails to verify that the distribution has been performed. If the distribution is not verified by the City, the City will e-mail to the CONTRACTOR's representative the locations which must be redistributed with the new information. The CONTRACTOR shall not perform work in the distribution area without e-mail notification of verification by the City of the distribution.

The CONTRACTOR shall submit a sample of a public notice for review and approval by the Engineer. The CONTRACTOR shall provide changes as directed by the City representative and submit final draft for approval.

The CONTRACTOR shall furnish and place "No Parking" signs, 12"x18" minimum size, approved by the Engineer, along the street in front of every residence and/or business affected by the work, two (2) working days in advance of any work. In rural areas, the signs shall be placed at a spacing not exceeding 400 feet. The signs shall include the day and time during which parking is prohibited. Parking restrictions shall be limited to the intervals between 8 a.m. to 5 p.m. to allow parking during the night. The CONTRACTOR shall remove these signs immediately when they are no longer needed.

If the work is delayed or rescheduled for any reason after placement of "No Parking" signs, the CONTRACTOR shall re-date the signs affected and re-notify the residents and businesses of the change via a new "door-knob" notice. If the work is delayed more than five days, the CONTRACTOR shall remove the signs and place re-dated signs two (2) days in advance of the work.

6-2.1.2 Notification to the Public Agencies. The CONTRACTOR shall notify the following Agencies 48 hours prior to working in the area within the City of Sierra Madre unless otherwise noted:

City of Sierra Madre (626)355-7135

6-2.1.3 Parking Restrictions and Posting for Tow Away. No Parking signs, posted by the CONTRACTOR, shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words "Tow Away" and "No Parking" with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, dated, and time of the particular restriction shall be printed or attached below the above-mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording “No Parking” are at an elevation at least three feet above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the CONTRACTOR. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway.

Signs shall be posted and maintained by the CONTRACTOR for a period of 72 hours prior to the restrictions becoming effective. The CONTRACTOR may only post parking restrictions that are effective for the duration of the Work. Upon completion of the Work, the CONTRACTOR shall promptly and completely remove and dispose all signs, stakes, and barricades. The CONTRACTOR shall promptly reset or replace all damaged or defective signs.

The CONTRACTOR shall be fully responsible for the adequate removal of all parked cars. The CONTRACTOR shall coordinate the removal of all vehicles with the Sheriff Department. The CONTRACTOR shall notify the Sheriff Communications Center upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the CONTRACTOR shall notify the Sheriff Communications Center not less than two hours prior to the needed removal, stating the address nearest the parked vehicle, make, model, color and license number. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the CONTRACTOR’s failure to perform the requirements of this section, the CONTRACTOR shall reimburse the City for the cost of any claims associated with the towing citation.

DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE ENGINEER.

6-2.1.4 Storage of Equipment and Materials in Public Streets. Construction materials shall not be stored in streets, roads, or highways for more than 5 days after unloading. All materials or equipment not installed or used in construction within 5 days after unloading shall be stored elsewhere by the CONTRACTOR at its expense unless authorized additional storage time.

Construction equipment shall not be stored at the Work site before its actual use on the Work nor for more than 5 days after it is no longer needed. Time necessary for repair or assembly of equipment may be authorized by the Engineer.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

6-2.1.5 Street Closures, Detours, Barricades. The CONTRACTOR shall comply with all applicable State, County and City requirements for closure of streets. The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flagpersons, and watchpersons. The CONTRACTOR shall be responsible for compliance with additional public safety requirements which may arise. The CONTRACTOR shall furnish and install signs and warning devices and promptly remove them upon completion of the Work.

At least 48 hours in advance of closing, partially closing or reopening, any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, Traffic and Engineering

Departments, and comply with their requirements. Deviations must first be approved in writing by the Engineer.

The CONTRACTOR shall secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements covering "signs" as set forth in the Traffic Manual published by the California Department of Transportation. This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

All traffic control barricades, signs and devices used by the CONTRACTOR shall, as a minimum, conform to the latest edition of the "California Manual on Uniform Traffic Controls Devices" ("MUTCD"). Channelization devices shall be spaced no greater than fifty (50) feet apart. The CONTRACTOR shall take additional precautions as he/she may find necessary under the circumstances.

Should the CONTRACTOR fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the AGENCY will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to the CONTRACTOR directly.

Full street closures will not be allowed without City Council approval.

All costs involved in the CONTRACTOR'S prosecution of the Work shall be included in the Bid.

6-2.2 Daily Reports. The CONTRACTOR shall complete a Daily Report indicating manpower, work performed, major equipment used and on standby (itemized separately), subcontractors, and similar items involved in the performance of the Work. The Daily Report shall be completed on forms prepared by the CONTRACTOR and acceptable to the Engineer and shall be submitted to the City Inspector weekly.

6-3 TIME OF COMPLETION

6-3.1 General. *Add the following:*

The CONTRACTOR shall complete the Work within the number of Working days specified in **B1.03 of Section B - Instructions to Bidders** after the Notice to Proceed.

Add the following:

6-3.3 Working Day. A working day is any day within the period between the start of the Contract time as defined in 6-1.2 and the date provided for completion, or upon field acceptance by the Engineer for all work provided for in the Contract, whichever occurs first, other than:

1. Saturday,
2. Sunday,
3. any day designated as a holiday by the AGENCY,
4. any other day designated as a holiday in a Master Labor Agreement entered into by the CONTRACTOR or on behalf of the CONTRACTOR as an eligible member of a CONTRACTOR association,
5. any day the CONTRACTOR is prevented from working at the beginning of the workday for cause as defined in 6-4.1,

6. any day the CONTRACTOR is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in 6-4.1.

The CONTRACTOR's activities involving work which requires street closure, detours, and barricades shall be confined to the hours between 7:30 a.m. and 4:00 p.m. Monday through Friday. In addition, the CONTRACTOR shall not perform any Work on Saturday, Sunday, or on AGENCY-designated holidays. AGENCY-designated holidays are listed in **TABLE 1 – AGENCY-DESIGNATED HOLIDAYS** below. Deviation from these hours will be permitted upon approval of the Engineer, except in emergencies involving immediate hazard to persons or property.

Deviations from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the CONTRACTOR. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the CONTRACTOR.

Failure of the CONTRACTOR to adhere to working day requirements will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine.

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

New Year's Day

Martin Luther King, Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

6-3.4 Restrictions on closure of traffic lanes:

6-4 DELAYS AND EXTENSIONS OF TIME.

6-4.4 Written Notice and Report. *Add the following:*

Whenever the CONTRACTOR foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the CONTRACTOR regards as unavoidable, he/she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or

continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable. The CONTRACTOR shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT.

6-7.1 General. *Add The following:*

If the CONTRACTOR fails to begin delivery of material and equipment, to commence the Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain the Work schedule which will insure the AGENCY's interest, or, if the CONTRACTOR is not carrying out the intent of the Contract, the AGENCY may serve written notice upon the CONTRACTOR and the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract.

6-9 LIQUIDATED DAMAGES. *Add the following:*

The CONTRACTOR agrees to forfeit and pay the AGENCY the amount of Five Hundred Dollars ($500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the CONTRACTOR. This payment shall be considered liquidated damages. CONTRACTOR agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate AGENCY for losses that are difficult to measure and that such damages are not a penalty.

The AGENCY's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the CONTRACTOR to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the AGENCY to terminate this agreement.

SECTION 7 - MEASUREMENT AND PAYMENT

7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

7-1.1 General. *Add the following:*

The planimeter shall be considered an instrument of precision adapted to measurement of all areas.

7-3 PAYMENT

7-3.1 General. *Add the following:*

The quantities listed in the Bid schedule will not govern final payment. Payment to the CONTRACTOR will be made only for actual quantities of Contract items constructed in accordance with the Plans and Specifications. Upon completion of construction, if the actual

quantities show either an increase or decrease from the quantities given the Bid schedule, the Contract Unit Prices will prevail subject to the provisions of 7-3.5.1.

At the expiration of 35 calendar days from the date of acceptance of the Work by the board, or as prescribed by law, the amount deducted from the final estimate and retained by the AGENCY will be paid to the CONTRACTOR except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

7-3.2 Partial and Final Payment. *Add the following:*

From each progress estimate, 10 percent will be deducted and retained by the AGENCY, and the remainder less the amount of all previous payments will be paid. After 50 percent of the Work has been completed and if progress on the Work is satisfactory, the deduction to be made from remaining progress estimates and from the final estimate may be limited to $500 or 10 percent of the first half of total Contract amount, whichever is greater.

The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Wednesday of the following month. The AGENCY requires four to six weeks to review all progress payments, issue payment checks, present progress payment to Council for approval, and release payment to CONTRACTOR. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the CONTRACTOR returns the control set of plans and specifications showing the as-built conditions.

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

7-3.6 Stipulated Unit Prices. *Add the following:*

Stipulated Unit Prices are unit prices established by the AGENCY in the Contract Documents.

7-4 PAYMENT FOR EXTRA WORK.

7-4.1 General. *Add The following:*

New or unforeseen work will be classified as “extra work” when the Engineer determines that it is not covered by the Contract Unit Prices or stipulated unit prices.

7-4.2 Basis for Establishing Costs.

7.4.2.4 Other Items. *Add the following:*

Invoices covering all such items in detail shall be submitted with the request for payment.

7-5 PAYMENT FOR CHANGES REQUESTED BY THE CONTRACTOR. *Add the following:*

Changes in the Plans and Specifications, requested in writing by the CONTRACTOR, which do not materially affect the Work, and which are not detrimental to the Work or to the interests of the AGENCY, may be granted by the Engineer. Nothing herein shall be construed as granting a right to the CONTRACTOR to demand acceptance of such changes.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-6 BASIS OF PAYMENT. *Substitute the following:*

All costs incurred in furnishing, maintaining, servicing, and removing field officers, laboratories, or bathhouse facilities required at the project site shall be included in the bid item for furnishing such facilities. If such facilities are required by the Plans or Specifications and no bid item is provided in the proposal, the costs shall in included in other items for which bids are entered. Such costs incurred in connection with offices and laboratories at plants shall be borne by the plant owners.

The first progress payment will not be approved until all facilities are in place and fully comply with the Contract Documents.

(End of Section)

APPENDIX I

WELL 4 REHABILITATION PROJECT
SPECIFICATION NO. Due W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

~~SCOPE OF WORK~~

1. General
The Work under this Contract consists of the complete rehabilitation of City of Sierra Madre Well No. 4, including furnishing all labor, materials, equipment, tools, supervision, transportation, and incidentals necessary to restore the structural integrity, hydraulic performance, and operational reliability of the well.

2. Mobilization and Site Preparation
The Contractor shall mobilize all equipment, materials, and personnel required for the Project, including site setup, safety fencing, traffic control, noise mitigation, and coordination with the City.

3. Removal of Accumulated Fill Material
The Contractor shall remove accumulated fill, sediment, and debris from the well using airlifting, bailing, or other approved methods until the original sump depth is achieved.

4. Downhole Video Surveys
The Contractor shall conduct professional downhole video surveys before and after rehabilitation to document well conditions.

5. Mechanical Cleaning
Mechanical cleaning of the casing and screen shall be performed using wire brushing, bailing, and approved methods to remove scale, corrosion, and biological growth.

6. Deviation and Alignment Surveys
Deviation and alignment surveys shall be conducted to confirm liner installation feasibility.

7. Well Liner Installation
The Contractor shall furnish and install a permanent stainless steel liner in accordance with the Contract Documents.

8. Formation Stabilization
Formation stabilizer material shall be installed between the liner and original casing to ensure structural integrity.

9. Chemical Rehabilitation
Chemical rehabilitation shall be performed using NSF-compliant chemicals to remove incrustation and biological fouling.

10. Well Redevelopment
The well shall be redeveloped using dual swab airlifting, pumping, and surging until performance stabilizes.

11. Test Pump Installation and Removal
A test pump shall be installed and removed to facilitate development and aquifer testing.

12. Well Development Pumping
Additional pumping development shall be conducted with monitoring of water levels, flow, and sand content.

13. Aquifer Testing
Aquifer testing shall include step-drawdown, constant-rate, and recovery tests.

14. Well Disinfection
The well and permanent equipment shall be disinfected in accordance with AWWA standards.

15. Permanent Pumping Equipment and MCC
Permanent pumping equipment and a motor control center shall be designed, furnished, and installed.

16. Startup and Commissioning
Startup and testing of the permanent system shall be completed prior to acceptance.

17. Site Restoration and Demobilization
The site shall be restored, and all equipment removed upon completion.

18. Final Deliverables
All reports, test results, videos, and certifications shall be provided prior to final acceptance.

City of Sierra Madre

Well 4 rehabilitation project

Technical Specifications

Project Scope of Work

The intention of the Well 4 Rehabilitation Project (Project) for the City of Sierra Madre (City) is to restore the well's production capacity, structural integrity, and reliability by addressing issues related to aging infrastructure, mineral incrustation, biological accumulation, and reduced performance. The Project will also include the design, furnishing, and installation of new pumping equipment and motor control center. This specification package outlines the approved materials and methods required to ensure that all rehabilitation activities meet industry standards and the City's operational requirements.

All work shall be conducted in strict accordance with these specifications and shall conform to Department of Water Resources Bulletin 74-81 and 74-90 State of California Water Well Standards, American Water Works Association (AWWA) standards A100-20 "Water Wells" and C654-21 "Disinfection of Wells," and Standard Specifications for Public Works Construction, 2024 edition ("Green Book").

Project Location

Well 4 is located at 621 East Sierra Madre Blvd, Sierra Madre, CA 91024. The Project location (Site) is at the north end of little league baseball Heasley Field, shown in the attached site map, Attachment 1. The project site has limited access for large equipment. All site work and access must be coordinated in advance with the City.

Project Schedule

The contractor shall conduct well rehabilitation operations on a daily basis during working days. To the extent feasible, construction activities shall be limited a working day, defined by 12-hour shifts between 7:00 a.m. and 7:00 p.m. Monday through Friday, excluding holidays. Any deviations from the defined working day must first be approved by the City representative and as permitted by City codes.

Project Overview

Well 4 was drilled in 1954 to a total depth of 662 feet below ground surface (bgs) using a cable tool rig. It was constructed with 20-inch inside diameter (ID) casing and Mills knife perforations between 240 – 256 ft bgs and 280 – 642 feet bgs, as shown in the drillers log, Attachment 2. The system was originally designed to operate at 1,000 gallons per minute (gpm) at 380 feet of total dynamic head (TDH), however, the well has recently exhibited a noticeable loss of production. Southern California Edison test data collected in July 2023 indicate Well 4's specific capacity was 34.3 gpm/foot at 995 gpm of pumping capacity and a static water level of 276.2 feet bgs.

The pumping equipment was removed from the well, which consisted of 410 feet of 10-inch oil lubricated pump assembly and 105 feet of engineered polyvinyl chloride (PVC) suction pipe

extending to a total depth of 521 feet bgs. The pumping equipment as-built and pump curve are included in attachment 3.

Upon removal of pumping equipment, a downhole video survey was conducted on September 30, 2025, which revealed a static water level of about 238 feet bgs, significant spalling of the casing, heavy biological growth plugging the perforations, and about 145 feet of hard fill up to 516.5 feet bgs; see the video survey report in Attachment 4. A well casing integrity analysis was also conducted on September 30, 2025, which indicated deterioration and thinning of casing material primarily within the upper blank section, the well integrity survey report is included in Attachment 5.

The work for this well rehabilitation project includes furnishing of all materials, labor, equipment, fuel, tools, transportation, and services for the successful lining, rehabilitation, and equipping of Well 4 as described in these specifications. The following summary is the anticipated, but not limited to, work sequence of Well 4:

1. Mobilize equipment and materials and establish site security
2. Airlift anticipated fill from the bottom of the well utilizing an open-ended airlift pipe
3. Conduct a pre-construction downhole well video survey to document existing conditions
4. Brush blank and screen sections of casing, then remove anticipated fill from well bottom
5. Conduct deviation and alignment surveys
6. Furnish and install well liner
7. Furnish and install formation stabilizer, then consolidate using Airburst® method
8. Conduct chemical rehabilitation and subsequently remove chemicals from well
9. Conduct dual swab airlifting of well screen to remove fines and further consolidate formation stabilizer. Remove anticipated fill via bailing or open end airlifting.
10. Conduct downhole well video survey
11. Install test pump, piping, and valving. Develop the well using pumping and surging methods
12. Conduct well and aquifer testing using the test pump for an 8-hour step rate test and 24-hour constant rate test
13. Remove the test pump and anticipated fill from the well bottom
14. Chlorinate the well prior to permanent pump installation
15. Interpret test pumping results to design, furnish, and install permanent NSF compliant water flush pumping equipment
16. Furnish and install motor control center
17. Conduct startup of pumping system
18. Site cleanup and demobilization

Work Site Safety, Security, and Other Requirements

The contractor is responsible for work site safety and shall comply with all State and local regulations regarding safety during all aspects of the Project. The contractor shall provide any traffic control measures necessary to safely move all equipment and materials on and off the work site. The contractor shall secure the perimeter of the work site to prevent access by non-authorized pedestrians during the Project. The well shall always be covered and secured when active downhole work is not being conducted.

Other work to be conducted by the contractor shall include keeping daily records of field activities, documenting the type, quantity, and concentration of chemicals used during rehabilitation, proper cleaning and maintenance of the work site during the performance of work; and doing all things necessary for the completion of the work called for under these specifications.

The work shall be performed under the direct supervision of an experienced project manager satisfactory to the City. A licensed contractor possessing a State of California C-57 license shall perform the work.

The contractor's work crew that will be at the site during chemical treatment operations shall have completed OSHA 40-hour HAZWOPER environmental training per OSHA Publication 29CFR-Section 1910.120 with an 8-hour annual update. The contractor shall supply prior to mobilization to conduct work, a list of employees meeting the above training requirements.

Noise Control

The Contractor shall submit to the City for acceptance, at the pre-construction conference, a noise abatement plan showing noise abatement equipment, and drilling equipment location and layout.

Noise limits - The City requires that the maximum noise level from the well rehabilitation operation shall not exceed 60 dBA at any residential dwelling in the vicinity of the well site between 7:00 p.m. to 7:00 a.m. on weekdays including Saturdays, and between 10:00 a.m. and 6:00 p.m. on Sundays and holidays.

Equipment Noise Control - Diesel engine acoustical enclosure of steel framed, fiberglass filled panels shall be required for all drill rigs, engines, generators, compressors, and pumps. The minimum design noise reduction shall be 18 dBA measured at the equipment height.

Where these engines are not properly isolated to prevent noise in the supporting structure, this secondary noise shall be treated, such as in the use of acoustic skirts for drill rig trailers. High performance mufflers shall be used on all engines in regular use on the drill site. Truck engines are not excluded.

Noise Control - Noise barrier wall material, if needed, shall consist of fiberglass filled acoustical curtains and shall have adequate transmission loss. Wall height, length and location shall be adequate to assure proper acoustical performance and safety during . Additional engineering controls shall be utilized to enclose engines and other noise generating equipment.

Mobilization/Demobilization

This shall include all rental equipment, transportation of personnel, set up and tear down of Contractor's equipment, bonds, site security, and job site cleanup. It also includes all costs to mobilize, demobilize, per diem, encroachment permit fees, and other related costs to the project,

which may not have a line item on the bid sheet. The Contractor shall provide a temporary locking cap for the well structure if the site is left unattended before demobilization.

Fluid Containment and Disposal

The Well 4 rehabilitation project requires discharge of well water during the rehabilitation and testing process. All fluids and solids removed from the well shall be captured and contained in appropriate vessels to prevent uncontrolled discharge. Fluids and solids must be stored, conditioned, and handled in accordance with all applicable regulations and the City's permit requirements. No fluids shall be discharged to the environment until they meet the approved discharge criteria specified by all applicable laws and regulations. Solids and fill material shall be contained onsite and shall be hauled offsite and disposed properly by the contractor.

Airlifting Fill Removal

This bid item includes provisions to remove fill from the well using an open-ended airlifting operation. The bottom of the well shall be sounded prior to removing fill from the well and after completion of airlifting to ensure fill has been removed to the total depth of the well sump. The airlift discharge shall be conveyed from the wellhead, neutralized and containerized onsite. Upon clarifying and conditioning of the airlift fluids to comply with City and local discharge requirements, the well water shall be disposed of at the City's designated location. Fill material shall be contained onsite and shall be hauled offsite and disposed properly by the contractor.

Downhole Video Logging

This bid item includes clarifying the well water column and performing a professional video survey of the well to inspect the structural integrity of the well prior to and after performing mechanical and chemical rehabilitation work. The City may elect to delay further rehabilitation work until a successful video survey is conducted to fully assess the well's apparent structural integrity and condition. The contractor shall conduct professional color video camera surveys to the full depth of the well with a downhole view and complimented by side-scan details at various points of interest. The Contractor shall provide equipment that is capable of producing a clear video image of the well casing both in water and out of the water. The color video camera shall have a vertical downhole viewing lens with appropriate lighting to allow a clear detailed picture of the casing and screen, and a horizontal side-scan viewing lens with the capability to alternate between views. Horizontal side-scan viewing shall be controllable to allow viewing at any angle within a 360-degree rotation. The equipment shall indicate digitally on screen the depth of the camera within one foot of its actual location at 1-foot intervals. The Contractor shall provide a written video survey report of the observations to accompany each complete video survey. The contractor shall provide the City with digital copies of all documentation on flash drives, DVDs, or other pre-approved digital media upon completion of each video survey. The Contractor shall schedule the video surveys with the City at least two (2) working days in advance.

Wire Brushing & Bailing

This bid items includes the provision of labor, equipment, and materials necessary for mechanical cleaning of the original well casing. A snug fitting spiral wire brush shall move up and down throughout each interval, for the entire length of each well. The brush shall have 100% contact with the well screen for the entire 360-degree radius of the well casing. Wire brushing shall be conducted using a wireline assembly. As the well casing is wire brushed, the spalling, mineral scale, biological matter, and other encrustation being removed will be allowed to settle to the bottom of the well. At

the completion of brushing activities, the bottom of the well will be sounded and subsequently bailed or airlifted to the total depth of the well to remove any fill material.
Active wire brushing within the blank well casing sections shall be conducted for a period of 10 minutes per 20-foot-section. Active wire brushing in the well screen interval shall be conducted for a period of 20 minutes per 20-foot-section. In these specifications 'active' means the brush is actively being moved up and down within the well screen in the specified depth interval for cleaning.
For bidding purposes, total active wire brushing is 10 hours and shall be allocated as follows: Blank casing = 3 hours, Well Screen = 7 hours.

Deviation and Alignment Surveys

This bid item includes the provision of labor, equipment, and materials necessary for the successful completion of deviation and alignment surveys of the original well casing. The surveys may be performed at any time after the anticipated fill material has been removed, a downhole video survey has been conducted and documented, and prior to liner installation. The deviation survey shall measure the well's plumbness using a gyroscopic deviation device that accurately measures inclination, azimuth, true vertical depth, departures, and plane of closure (displacement), and shall be conducted by a professional geophysicist or a City-approved subcontractor. Alignment survey shall be conducted using a pipe dummy tool no shorter than 40 feet and conforming to American Water Works Association (AWWA) A100-20 standards. The contractor shall provide the City with digital copies of all documentation on flash drives, DVDs, or other pre-approved digital media upon completion of each survey.

Well Liner Installation

This bid item includes the provision of labor, equipment, and materials necessary to furnish and install a permanent well liner. The well liner shall consist of 16-inch inside diameter (ID) ASTM 778 Type 304L stainless steel; sidewall thickness shall be determined during construction, however for bidding purposes, a sidewall thickness of 5/16-inch can be assumed. The perforation intervals shall conform to the same intervals as the original casing, with continuous slot size wire wrap, Rosco Moss Company or equivalent, extending from 240 – 256 feet below ground surface (bgs) and 280 – 642 feet bgs; slot size shall be determined during construction, however, for bidding purposes, a slot size of 0.40-inch can be assumed. The remaining sections of the casing shall be blank (unperforated) from surface to 240 feet bgs, 256 – 280 feet bgs, and 642 – 657 feet bgs (see Table 1). The liner shall have a semi-elliptical ("bullnose") cap welded to the bottom of the sump. The contractor shall ensure that the liner has sufficient tensile strength to maintain the safe hanging weight of the liner string.

TABLE 1 – ANTICIPATED WELL LINER CONSTRUCTION

Depth Interval (feet bgs)	Well Liner Type
0-240	Blank
240-256	Wire wrap 0.40" continuous slot
256-280	Blank
280 – 642	Wire wrap 0.40" continuous slot
642 – 657	Blank with welded semi elliptical end cap

During installation of the liner, all joints shall be properly wrap-welded by certified welders with at least one complete pass. All welding flux material shall be of same or higher quality than and suitable for use with the liner material.

Formation Stabilizer

This bid items includes the provision of labor, equipment, and materials necessary to furnish and install a formation stabilizer material between the liner and the original well casing. Formation stabilizer size and gradation shall be finalized during construction, however for bidding purposes, formation stabilizer shall consist of manufactured glass beads, Shur-Pack™ or equivalent. Glass beads shall be uniform and consistent size and meet NSF standards for drinking water system components.

Chemical Well Development

This bid item includes mixing onsite and injecting an acid chemical solution into the well screen to dissolve encrustation and biological build-up in the well casing, gravel pack, and aquifer materials around the well screen sections to restore well performance. All chemicals introduced to the well shall be NSF compliant for potable well systems, and Contractor shall submit chemical safety data sheets (SDS) to the City prior to conducting chemical mixing or injection activities. Chemical rehabilitation activities shall commence only after receiving approval from the City. Acid solutions to be used, or equivalent approved by the City, and their quantities for bidding purposes are as follows:

- Descale Safe, Nu-Well 120 Liquid Acid 700 gallons
- Bio Dispersant, Nu-Well 310 Dispersant and Acid Enhancer 260 gallons
- Potable Water 10,350 gallons

Nu-Well 120 is a liquid food grade phosphoric mineral acid used to remove common mineral deposits in water wells. Nu-Well 310 is a bio dispersant with polymeric-acid chemistry used to breakdown biofilm and dispersing mineral salts. Nu-Well 310 used in combination with Nu-Well 120 offers passivation of corrosion impacted areas, and is intended to prolong the life of older wells while protecting pumps and tooling. Chemicals shall be mixed in an above ground tank uniformly and according to manufacture guidelines prior to injection.

The uniformly mixed solution shall be injected into the well casing from the surface via tremie pipe. The bottom of the tremie pipe shall be fitted with a dual swab assembly constructed of perforated pipe section with two tight fitting rubber swabs at each end. The swabs shall have an outside diameter 1/2-inch smaller than the inside diameter of the well screen. Chemical injection shall start at the bottom of the screen and move upward. The volume of chemicals injected into each 20-foot screened section shall be proportional in volume and be evenly injected over the entire screened interval. During injection, the chemicals shall be emplaced and subsequently continuously surged over the 20-foot interval for a period of 10 minutes of active swabbing.

Contractor shall maintain a copy of the health and safety plan and MSDS sheets at the job site. The Contractor shall ensure that employees working at the site during acid treatment are qualified to work with the chemicals used and shall have 40 hours of HAZMAT training (certified per OSHA 29, CPR Section 1910.120). The Contractor shall ensure that all necessary safety equipment is onsite. Such equipment shall include proper respirators, latex gloves, rubber boots, chemical resistant Tyvex coveralls, goggles, and pressurized eyewash and shower.

All rehabilitation chemicals delivered to the Site shall be purchased new for this Project and in their original closed containers bearing the original label.

Chlorine Treatment of the Well

A. The Contractor shall furnish all labor, equipment, materials, and services to "super-chlorinate" the well. A solution of 2000-ppm residual chlorine and 5-gallons of Well Klean II concentrate shall be prepared by mixing. The Contractor shall use an above ground tank with a minimum capacity of 1,000 gallons to mix the chemicals.

B. The mixed solution shall be injected through a snug fitting double surge block. A quantity of 1000 gallons of mixed solution shall be injected per 20-foot interval of well screen and briefly swabbed into place. Injection shall begin at the top of the upper most screened interval and work continuously downward to the base of the lower most screened interval. At the discretion of the City representative, water samples shall be collected from the previously treated screened interval to determine the chlorine residual. The total number of airlifted samples will not exceed 1 per 100 feet of screened interval. Should the chlorine residual be lower than 200 ppm the Contractor shall increase the dosage of sodium hypochlorite per 20-foot interval at the direction of the City representative.

C. After twenty-four (24) hours, the Contractor, by means of airlifting, shall remove the chlorine in the well. The chlorine shall be removed continuously from the well by airlifting from each 20-foot screened interval for 30 minutes. Airlifting shall begin at the base of the lower screened interval and work upward to the top of the upper-screened interval.

D. Contractor shall furnish all labor, materials, equipment and services necessary to neutralize the chlorine in the discharge water prior to allowing water to be discharged from the site. The use of above ground tanks will be required to facilitate this requirement. The Contractor shall provide the temporary discharge piping required to convey the neutralized effluent to the appropriate disposal area.

E. All chlorinated water shall be neutralized and disposed of by the Contractor at a facility designated by the Contractor and pre-approved by the City representative. The Contractor shall be responsible for monitoring, treating, testing, and disposing of the water.

Dual Air Swab

The Contractor shall commence water well development with air-lift swab. The Contractor shall provide all labor, tools, equipment, and materials to complete the entire swab procedure. The swabbing shall be continued until all sand, silt and mud have been removed. Material drawn into well shall be frequently removed. Upon completion of swabbing the well shall be cleaned of all mud, sand, and sediments.

For the purpose of these specifications, the term ‘active’ shall be regarded as actively moving the swab assembly up or down through the selected screen section, while actively pumping fluids from the well. Setup time and running pipe in and out of the hole is not included as active and shall be included as necessary in the bid to conduct the active work specified within the screen section.

The contractor shall utilize a dual rubber swab assembly with swab plates sized at 1/2 inch less than the inside diameter of the well screen and with a 5-foot spacing between the swabs. The well screen shall be airlifted with the dual swab assembly shall be conducted for approximately 1.5 hour of active airlifting per 20-foot section of screen or as directed by the City representative.

The quality of material removed shall be recorded. The disposal of pumped material is the responsibility of the Contractor, and shall be done in accordance with all applicable laws and regulations. The Contractor shall utilize a compressor with a minimum 600 cfm to perform this task. Pump at different perforation zones as directed by the City representative. Sand measurement must be recorded at 30-minute intervals by an Imhoff Cone. The airlift discharge shall be conveyed from

the wellhead, neutralized and containerized onsite. Upon clarifying and dechlorinating of the airlift fluids to comply with City discharge conditions, the well water can be disposed of at the designated location.

Downhole Video Logging

Following dual swab airlift activities, the CONTRACTOR shall conduct a professional video survey of the well that clearly documents existing conditions prior to further well rehabilitation. The video survey shall be performed following the methods and procedures specified above under the previous downhole video logging section in these technical specifications.

Test Pump Installation and Removal

This bid item includes installing and removing a test pump and associated equipment from the well. The test pump shall be installed for the purposes of conducting pumping development and aquifer testing to inform the permanent pump design. Following the completion of pumping development and aquifer testing, the pump shall be removed from the well. For bidding purposes, the Contractor shall assume a pumping capacity of 1,400 gpm with 500 feet TDH, and a pump setting of 520 feet bgs.

Test Pump Development

This bid item includes using the test pump to conduct additional development of the well by pumping and surging methods.

Pump development shall initially consist of a series of short periods of over-pumping followed by backwashing (i.e., rawhiding/surging) to alternately lift the column of water above the pumping water level and letting the water fall back into the well causing an outward surging of water through the screen and into the aquifer formation. Rawhiding development shall be followed by intermittent pumping, starting at lower discharge rates, with gradually increasing discharge rates. During rawhiding and pumping development, the contractor shall record the sand content, flow rate in gallons per minute, static and pumping water levels, specific capacity (computed), and field water quality parameters, and the date and time the measurements were collected. Field water quality parameters shall include temperature, pH, electrical conductivity, and turbidity. The pump development procedures, discharge location and requirements, shall be discussed and confirmed with the City representative prior to the work.

For bidding purposes, the Contractor shall assume 40 hours of active pumping development.

Test Pumping

This bid item includes using the test pump to conduct an 8-hour step rate test, 24-hour constant rate pumping test, and an 8-hour recovery test. Prior to the start of aquifer testing, the contractor shall develop and submit an aquifer testing plan to the City representative for approval that describes how the contractor shall sequence aquifer testing activities, including specifications for any equipment or materials to be used for aquifer testing and also the proposed methods and frequency of collecting measurements of water levels, pumping rates, pumped volumes, turbidity, and fines content.

Test pumping rates shall be determined in coordination with the City prior to the testing, however, for bidding purposes, the Contractor shall assume a pumping capacity of 1,400 gpm with 500 feet TDH, and a pump setting of 520 feet bgs.

The contractor shall submit documentation of the aquifer testing results within three days of completing aquifer testing. The documentation shall include, but not be limited to, pumping rate

(gpm), pumping duration, total gallons pumped, pumping water level using an electronic water level meter, drawdown, specific capacity, and the time and date when each measurement was collected.
Aquifer Testing Procedures:
The aquifer testing shall consist of an 8-hour step-drawdown test, a 24-hour constant discharge test, and a 8-hour recovery test. If any data from these tests are lost, then the test shall be repeated at the contractor's expense.
Full recovery of the water level in the well must be attained before the start of the step-drawdown test. The step-drawdown test shall consist of a sequence of separate 2 hour-long pumping intervals at 4 separate pumping rates, beginning with the lowest rate. Each step pumping rate shall be held as nearly constant as possible during the step, and pumping of each step shall be at a progressively higher rate. Data recording intervals during each of the steps shall be no more than 5 minutes.
After the well has fully recovered from the step-drawdown test, the contractor shall conduct a constant discharge test at a continuous flow rate as specified by the City representative for a period of 24 hours. During the constant discharge test, measurements of the flow rate and corresponding water level shall be made at the following times after the start of the test: 1, 2, 3, 4, 5, 7, 10, 15, 20, 25, 30, 40, 50, 60, 80, 100, and 120 minutes, and every hour thereafter for the remainder of the test. The flow rate shall be kept constant. If the water level monitoring equipment or pump fail to operate continuously during this test, or if data are lost, the City may request the contractor to start the test over after the well has recovered. Pumping test water shall be discharged to the City designated area.
During the testing, the contact shall record the sand content, flow rate in gallons per minute, static and pumping water levels, specific capacity (computed), and field water quality parameters. Field water quality parameters shall include temperature, pH, electrical conductivity, and turbidity.
Immediately after the termination of the constant rate test, the rate of recovery of the water level shall be monitored for a period of 8 hours. The water shall be read at the same time intervals as the constant discharge test monitoring intervals.

Well Disinfection

A. Permanent equipment shall be chlorinated during installation in accordance with AWWA Standard C654-21 "Disinfection of Wells" and A100-20 "Wate Wells" or an equivalent approved by the City representative.
B. The entire saturated interval of the well shall be chlorinated. A 1,000-gallon solution of 200-ppm chlorine residual shall contain approximately 1.25 to 1.5 gallons of 12% to 13% sodium hypochlorite solution for each 998 to 999 gallons of water.
C. The sodium hypochlorite solution shall be fresh (used on site within 5 days of supplier's preparation), and a submittal must be approved by the City representative prior to application.
D. The Contractor has the option to mix the solution in a clean, above-ground-tank, hook up an adjustable in-line solution feed system, or submit to the City of approval an equivalent method.
E. The mist solution shall be poured or pumped into the pump column through the air-vac air release port. The pump shall be surged bringing the water briefly to land surface, then the pump shall be shut down to allow the column of water to re-enter the well bore. The well shall be surged five (5) times to completely mix and disperse the disinfectant.

Design, Furnish, and Install Pump and Equipment

The Contractor shall design, furnish, and install a complete water flush pump system suitable for providing pressurized potable water for equipment flushing, chemical feed line rinsing, and general maintenance flushing as shown on the Contract Documents. All components in contact with potable water, including the pump, piping, valves, fittings, hoses, and appurtenances, shall be certified to

NSF/ANSI 61 for drinking water system components and NSF/ANSI 372 for low-lead compliance. The water flush pump shall be sized by the Contractor to provide the required flow and pressure specified by the City, as well as by interpretating results from test pumping. The water flush pump shall include all necessary column, tube, and shafting, pressure-rated discharge piping and connections, isolation valves, and all accessories necessary for safe and reliable operation.
The system shall be furnished as a fully assembled and tested unit and shall include suction and discharge piping, backflow prevention, pressure gauges, check valves, hose connections, mounting hardware, electrical components, and all related supports. Installation shall comply with City requirements, manufacturer recommendations, and all applicable codes. The Contractor shall provide electrical connections, controls, and protections required for automatic or manual operation as specified in the "Furnish and Install Motor Control Center" section of these technical specifications. Upon completion, the Contractor shall perform functional testing to verify flow rate, pressure, control response, leak-free operation, and others as specified in the "Perform Start Up" section of these technical specifications.
Operations and maintenance data, manufacturer certifications, and NSF compliance documentation shall be submitted prior to final acceptance. Upon completion of well liner and pump installation, the contractor shall provide as-built drawings of the pump assembly and the well modifications.

Furnish and Install Motor Control Center

This bid item includes all provisions for the contractor to furnish and install a motor control assembly (MCC). The Contractor shall furnish and install a complete motor control assembly suitable for continuous-duty operation of the designated well pump motor. The assembly shall be factory-built, NEMA-rated, and UL-listed, and shall include all necessary components for safe and reliable operation, including enclosure, circuit protection, motor starter, overload protection, control transformer (if required), pilot devices, and all ancillary hardware. The unit shall be fully wired, tested, and ready for service upon delivery, and shall be installed in accordance with the manufacturer's recommendations and all applicable codes. The Contractor shall provide all labor, materials, and equipment necessary to make final terminations, complete functional testing, and ensure proper integration with the site's electrical and control systems.

Perform Start Up

The Contractor shall perform complete start-up, testing, and commissioning of the new well pump, motor, and motor control assembly. Start-up shall be conducted by qualified personnel authorized by the equipment manufacturers. Work shall include verification of proper electrical connections, rotation check, calibration of protection devices, programming and configuration of control components, verification of instrumentation signals, and confirmation of all safety interlocks. The Contractor shall perform a momentary motor bump test to verify proper rotation (where applicable), followed by operational testing with the pump installed and submerged to document pump performance, control functionality, and system integration.
A written start-up report summarizing procedures, measured data, and any corrective actions shall be provided to the City prior to beginning activities. The Contractor shall coordinate all start-up activities with the Owner and shall not energize equipment without prior notification and approval.

Site Operation and Clean-up

The Contractor shall, at all times, keep the sites free from waste material or rubbish, and at the completion of the work shall remove all rubbish, tools, scaffolding, and surplus materials from the project and shall restore the site to their original condition and leave the sites acceptable to the City

representative. Activities at the well sites may be suspended if waste problems are not rectified in a timely manner.

Plastic sheeting or drip pans shall be placed under the pump rig and all motorized equipment to minimize staining of the well pad, surrounding pavement, and potential soil contamination by petroleum-based products. The Contractor is responsible for all hazardous fluid spills on the sites, including any petroleum products, and shall immediately clean up and remove such contaminates in accordance with Federal, State, and local regulations. Two (2) copies of any documentation needed for compliance with regulations shall be submitted to the City representative.

The Contractor shall immediately seal and protect all removed and exposed appurtenances, such as open pipeline ends, with water-tight caps, blind flanges, or secured plastic wrapping so as to prevent the introduction of dirt and biological contamination. The well casing and all access ports shall be secured and sealed at all times of no activity in order to prevent contamination, vandalism, and safety mishaps.

All debris removed from the well shall be temporarily placed on plastic tarps or sheeting in order to prevent staining or discoloring of the well pad or surrounding pavement. The Contractor shall be responsible for the cleaning, restoration, and possible replacement of any portion of the well site damaged during the procurement of the specified work.

VERTICAL TURBINE WELL PUMPS

1.1.1 221123.1 GENERAL

A. SCOPE

1. This section covers Vertical Turbine Pumps and includes, but is not limited to, providing all pumps and motors, installation of same, testing, and disinfection.
2. The Contractor shall provide all labor, materials, equipment, tools, supervision, and incidentals necessary to provide Vertical Turbine Well Pumps as shown and specified in the Contract Documents.
3. The pump will be fabricated of lead-free components to comply with NSF61 requiring weighted average lead content of less than 0.25% for products that come in contact with drinking water. The pump and/or all components of the pump in contact with potable water shall be NSF61 certified.

B. RELATED WORK IN OTHER SECTIONS

1. Section 01 33 00 – Contractor Submittals
2. Section 33 08 10 – Pipeline Testing and Disinfection of Water Mains

C. DESIGN REQUIREMENTS

1. Provide one vertical turbine well pump as shown on the drawings and as specified. The pump suction will be placed approximately 569ft from ground surface. The pump shall operate with the use of a variable speed drive. The drive parameters will be set up with the direction of the installer and manufacturer. The pump maximum speed will be limited by the parameters of the variable speed drive to not overload the motor or over pump the well at the time of installation. The bowl is designed to allow for future adjustments to compensate for higher pressures, wear on the pump, and changes in pumping water levels. 1250 gpm is the maximum flow for the well, however, based on the actual needs in the system, the pump shall produce a lower flow and must be efficient through a range of flows.
2. Well Pump

Type	Vertical Turbine Pump – Hydroflo 11 DMH or pre-approved equal (see Section1.4).
Well Casing	16” Dia. x 5/16” Wall
Pump Column	10” ID
Capacity	1047 GPM
Total Dynamic Head	416 TDH
Speed	1800rpm
Pump Column	10” ID
Capacity	1047
Total Dynamic Head	416
Speed	1800
Liquid to be Handled	Potable Water
Ambient Temp.	60º F - 70ºF
Shut Off	560’
Efficiency at Operating Points	82.6 %
Maximum HP Required	150 HP
Pump Head Discharge Flange	12” Dia, 150#

D. ALTERNATE PUMP BOWL MANUFACTURER REQUIREMENTS

1. Submission of an alternate pump bowl selection and manufacturer shall require that the Contractor provide the City with a $4,000 cash deposit within ten (10) calendar days following award of Contract to cover engineering expenses related to the detailed review for an "approved equal" status. The evaluation will be performed on a time and material basis; and any unexpended portion of the deposit will be returned to the Contractor. Submission of a bid proposal with an alternate pump manufacturer is at the bidder's risk since no detailed review or "or equal" status determination of any alternate pump or manufacturer will be performed prior to the bid opening.
2. Submission of a non-approved manufacturer may be subject to rejection. Authority for determination of "approved equal" pump and manufacturer, including conformance with Specification requirements, shall rest solely with the City. If the Contractor's submission of an alternate pump selection and manufacturer is rejected, Contractor shall submit the specified pump and manufacturer at no additional cost to the City. No additional contract time extension will be granted for the City's review and evaluation.
3. Should the equipment selected by the Contractor require revisions to the structures, piping, electrical, or other work shown on the drawings, the Contractor shall include the cost of such revisions in his bid for the equipment,

and no extra payment shall be made for such revisions. All such revisions shall be submitted for City approval, and shall be subject to the approval of the Engineer.

E. SUBMITTALS
   1. Submit under provisions of Section 01 33 00.
   2. Prior to preparation of shop drawings, submit the following information for the pump specified under this section:
      a. Pump curves indicating total dynamic head, flow rate, brake horsepower, shutoff head, net positive suction head, efficiency, and submergence required over bottom of suction.
      b. After the above equipment submittals have been approved, submit for approval complete fabrication, assembly, foundation, and installation drawings, together with detailed specifications and data covering materials of construction, weight of the pump, power drive assembly, parts, devices, protective coatings, wiring diagrams, and other accessories forming a part of the equipment furnished. Drawings, specifications, and other data required to be submitted hereunder shall include, but shall no be limited to, the following:
         i. Anchor bolt placement locations and anchor bolt details including projections from concrete.
         ii. Materials of pump construction including shafts, bearings, impellers, castings, pump base, mechanical seals, and shaft guards.

1.1.2 221123.2 PRODUCTS

A. GENERAL
   1. Pumps shall be a complete water flush vertical multi-stage turbine well pump. The pump shall be provided complete by the Manufacturer. The entire pump, bowls, shafts, column, etc. must come from the manufacturer. Distributors that attempt to submit on equipment other than complete units from the factory will not be allowed or accepted.
   2. The pump discharge heads shall be designed for 150 psi working water pressure, with discharge flange as required. The sole plate shall be welded to the well casing. The pump base flange shall be aligned on the sole plate to provide clear alignment and operation of the pump in the casing. The pump shall be sealed to sole plate with caulking and the weight of the pump assembly. The discharge head shall be provided with a shaft packing box and a renewable bronze bushing.
   3. The pump units shall be completed with 17-4 Stainless Steel bowl shafting, one-piece head shaft, and 201 Stainless Steel impellers. All items shall be furnished and integrated into a complete pumping unit by the pump manufacturer and shall be capable of delivering the specified flow under the following operating conditions:

CURVE POINT NO.	CAPACITY, G.P.M	NET TOTAL HEAD, FEET	MINIMUM EFFICIENCY

1	1047	416	83.6%
2	1,200	354	77.3%
3	800	492	84.5%

B. WELL PUMP

1. Bowl Assembly: The pump bowls shall be of close-grained cast iron, ASTM A48 Class 30, shall be free of blow holes, sand holes and other detrimental defects, and shall be accurately machined and fitted. The water side shall be lined with porcelain enamel or fusion epoxy-lined to reduce friction loss. The impellers shall be of 201 stainless steel, enclosed, and statically balanced. Impellers shall be securely fastened to the shaft with taper collet of stainless steel. Impellers shall be adjusted vertically by an external means.
2. The pump bowl castings shall be free of blow holes, sand holes, and other detrimental defects. The finished bowls shall be capable of withstanding a hydrostatic pressure equal to twice the head at rated capacity or 1-1/2 times the shutoff head, whichever is greater.
   The impellers shall be securely fastened to the impeller shaft using stainless steel tapered collets. They shall be adjustable by means of a nut on the driver. Impeller adjustment shall be provided at the top of the head shaft by means of an adjusting nut which shall be positively locked in position.
   The bowl assembly and shaft shall be supported by the bearings above and below each impeller. The minimum size of the shaft shall be determined in accordance with AWWA E101-88. The maximum combined shear stress shall not exceed 30 percent of the elastic limit in tension or be more than 18 percent of the ultimate tensile strength of the shaft steel used. The straightness and machining tolerances shall be the same as indicated below for the line shaft.
   The bowl assembly will be equipped with 316 stainless steel bolting, 316 stainless steel impeller lock collets, and 416 stainless steel bowl wear rings.
   The pump bowl shall be manufactured by **Hydroflo 11 DMH** , or pre- approved equal, 1770 RPM with 7 Stages.
3. Pump Shaft: The pump shaft shall be 17-4 stainless steel, turned, ground and polished. It shall be supported by bronze bearings above and below each impeller. The suction case bearing shall be grease lubricated and protected by a bronze sand collar. The size of the shaft shall be no less than that determined by ANSI/AWWA Specifications E101, Section A4.3 paragraph 4.3.3. The pump shaft shall be minimum 1 15/16-inch diameter. Jump couplings will not be accepted, line shafts shall be properly turned down and sized with proper material to satisfy horsepower requirements.
4. Motor: The electric motor shall be 150HP USEM Premium Efficient vertical hollow shaft Type RUSI, WP-1 enclosure, standard thrust bearing, NRR and 120-volt heater. The motor will be 1770 RPM, three phase, 60 Hz, 460 VAC with a non-reverse ratchet and P-base. The motor will be provided with stainless steel screens to prevent entrance of rodents. Motor shall have Class F insulation with temperature rise as specified by NEMA standards for class insulation used and shall have a 1.15 service factor.
   Thrust bearing shall be chosen to handle the continuous down-thrust as specified by the pump manufacturer with an AFBMA B-10 one-year minimum or five-year average life under design conditions. Provisions shall be made for momentary up-thrust equal to 30 percent of rated down- thrust. The motor rating shall be such that at design flow-rate it will not be loaded beyond the motor nameplate rating and at no place on the pump curve shall the loading exceed the service factor.

5. Head Assembly: The discharge head shall be water flush discharge head with 12" diameter 150# discharge flange epoxy lined and coated (interior and exterior) complete with 10" diameter x 5 ft flange by thread top one-piece 17-4 stainless steel head shaft with bronze adjusting nut, complete water flush head assembly machined from solid bronze with a with a stainless teel tube tension plate. The water flush head assembly shall accept a minimum six (6) rings of packing and have dual injection ports and shall be supplied by the Contractor. The assembly shall include a drain connection and lubricating product water connection and piping. A chlorinated ¾" water line with valves and meter will be supplied by others to connect to the water flush injection port. The water flush assembly shall be designed to allow for sufficient lubrication at 60 PSI.
6. Column Assembly: The column shall be threaded ASTM A53 grade B 10" Standard wall steel pipe interchangeable sections not over 20' in length with the ends of each section faced parallel and machined. Threaded pipe will have 8 straight threads per inch permitting the end to butt insuring alignment when connected by standard mill steel coupling. The column nominal diameter shall be 10-inches. A 3' section of column pipe shall be installed adjacent to the head.
    a. 500 ft. of 10-inch diameter column, 0.375-inch wall thickness column assemblies with 1 1/2 inch 416 stainless steel shaft, 304 stainless steel couplings. Enclosing tubes shall be schedule 80 304 stainless steel tubes in interchangeable sections not exceeding a nominal length of 5 ft. The faces of the tubes shall be machined parallel and concentric and shall butt to ensure accurate alignment. The tubes shall be stabilized in the column pipe by rubber centering spiders spaced 20 feet from the top and bottom, and at 40 ft. intervals throughout the balance of the column length. The line shaft screw bearings shall be spaced to maintain proper alignment of the pump shafting and prevent excessive vibration, not to exceed 5 feet. The bearings shall be of bronze material and shall be machined, threaded and grooved with sufficient radial grooves to allow adequate flow at 60 PSI for proper lubrication within a water flush system. A complete line shaft lubrication system shall be provided to allow for a minimum flow of 5 gpm.
    b. Five (5) each piece 10-inch diameter 20 ft. long Certa-Lok PVC engineered suction with .080 slot over the full length of the pump with stainless steel cone strainer. The pump shall be equipped with a strainer having a net inlet area equal to at least three times the suction pipe area. The maximum unit opening shall not be more than 75 percent of minimum opening of the water passage through the bowl or impeller. The strainer shall be 316 stainless steel.
7. The line shafts shall be of stainless steel (ASTM A582 Gr 416) and have a surface finish not to exceed RMS-40 per ANSI B46.1. The shaft shall be furnished in interchangeable sections having a nominal length of twenty (20) feet. To ensure accurate alignment of the shafts, they shall be straight within 0.005 inches total indicator reading for a 10-foot section; the butting faces shall be machined square to the axis of the shaft; and the maximum permissible error in the axial alignment of the thread axis with the axis of the shaft shall be 0.002 inches in six inches. The line shaft shall be coupled with 304 stainless steel couplings, which shall be designed with a safety factor of 1.5 times the shaft safety factor and shall have a left-hand thread to tighten during pump operation. The shaft shall be provided with a non-corrosive wearing surface at the location of each guide bearing.
8. Protective Coatings for Pumping Units
    a. Coatings shall be NSF certified.
    b. Surface Preparation: The surface, except bearing and shafts surfaces, shall be cleaned of oil, dirt and other foreign material and sandblasted in accordance with Steel Structures Painting Council (SSPC) Specification No. 6.
    c. Coating Application: Immediately following the sandblasting, the sandblasted surface shall fusion bonded epoxy coated with Scotchkote NSF 134 or Scotchkote NSF 6233. Each coating shall be applied in accordance with the manufacturer's printed instructions. The primer and finish shall each have a dry-film thickness of not less than 10.0 mils for a total system thickness of not less than 20 mils.
    d. The surfaces to be coated are the interior and exterior surfaces of the pump discharge head and top three (3) foot column pipe.

1.1.3 221123.3 EXECUTION

A. INSTALLATION: All pumps and motors shall be installed per manufacturer's instruction.

B. FACTORY INSPECTION AND TESTS: Inspection will be made and tests shall be performed in the Contractor's mill factory, yard, or warehouse in accordance with the following:

1. Access. The Engineer or its representative shall have the right to inspect the Contractor's and Subcontractor's work in the course of manufacture or fabrication and make such tests will cause no delay in the production of acceptable materials or equipment. Furnish, at the Contractor's own expense, reasonable facilities including tools and instruments for so doing and for obtaining such information as the Engineer desires respecting the progress and manner of the work and the character of the materials used.
2. Certified Test Reports. Furnish five copies of certified reports of all tests to the Engineer for review. The Engineer will inform the Contractor within 20 calendar days after receipt of the certified test reports either that there are no exceptions noted or that the test results show noncompliance the specifications. If such test results show noncompliance, do not ship the materials or equipment covered by such certified test reports until the defect is corrected or unless otherwise instructed by the Engineer.
3. Release for Shipment. Materials or equipment at the Contractor's mill, factory, yard, or warehouse shall not be shipped until they have satisfactorily passed inspection and test. Materials or equipment shipped without complying with this requirement may be rejected.

C. EQUIPMENT TESTS
1. Pumping Unit
   a. The Contractor shall conduct factory running tests and hydrostatic test with calibrated instruments on the pumping units in accordance with AWWA E101, and with the Test Code of Hydraulic Institute, except as modified herein.
   b. A test report in the form of a test curve shall be furnished showing the head-capacity characteristic, power input requirements for the motor, break horsepower curve, pump speed, and overall efficiency of the pumping unit, over a range from zero to 120 percent of the rated capacity.
   c. All points resulting from the tests curve shall be identified by the pump size or type, impeller diameter, length of pump column included in the test, the serial number, and rpm of the pump.
2. Performance Tolerances. Each pumping unit shall be within the following performance tolerances:
   a. Overall Efficiency. The overall wire-to-water efficiency of the electric- motor-driven vertical pumping unit shall be not less than the overall efficiency claimed by the Contractor in his bid. The overall efficiency shall be the wire-to-water efficiency and shall include all losses in the electric motor, pump column, shaft, pump head, and pump bowl.
   b. Pump Head. The pump total head at the rated pump capacity shall be not more than 110 percent of the rated head nor less than 100 percent of the rated head.
3. Field Tests
   a. Field tests shall be made by the Contractor on the pumping unit after installation in accordance with AWWA E101, Test Code of Hydraulic Institute. If the tests are not within the specified operating performance, the Contractor shall make the corrections necessary, at no extra cost to the Owner.
   b. During the field performance tests, a vibration test shall be made on each pumping unit as described in the Hydraulic Institute Standards. The peak- to-peak vibration amplitude shall not exceed 0.005 inch.
   c. The contractor shall exercise all system through operational tests in the presence of Owner personnel in order to demonstrate achievement or the specified performance. In addition, the Contractor shall run an overall system test for the Well Pump in the presence of Owner personnel. The test shall include start-up, manual mode, auto mode, and emergency shut- downs at different stages of operation in both manual and auto modes.
   d. The Contractor shall notify the Owner as to the time and place that the tests shall be made so that they may witness the tests.

1.1.4 221123.4 WARRANTY

1. The manufacturer must take full responsibility for the engineering, quality control, assembly, installation, and start up. This pump warranty shall include materials and workmanship for a period of two (2) years and include the cost to remove and reinstall the pump if the pump does not perform.

---END OF SECTION---

BID PROPOSAL

WELL 4 REHABILITATION PROJECT

SPECIFICATION NO. W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

CITY OF SIERRA MADRE
232 W. SIERRA MADRE BOULEVARD
SIERRA MADRE, CA 91024

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the AGENCY on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL**, **BID SCHEDULE**, **BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION**, **EXPERIENCE STATEMENT**, **DESIGNATION OF SUPPLIERS & SUBCONTRACTORS**, **BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE**, and **STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS**.

CONTRACTOR acknowledges receipt and inclusion of addenda _____ to _____ into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the AGENCY or evidence of a cash payment to the AGENCY, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the AGENCY, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION**.

NAME OF BIDDER: General Pump Company, Inc.

MAILING ADDRESS: 159 N. Acacia St., San Dimas, CA 91773

TELEPHONE NO. (909) 599-9606

STATE CONTRACTOR'S LICENSE NO. 496765

STATE OF INCORPORATION: California

AUTHORIZED SIGNATURE: _____

TITLE: President

DATE: 03/24/2026

(If Company is a Corporation, provide corporate resolution per **B1.06 PROPOSAL of SECTION B – INSTRUCTION TO BIDDERS.**)

BID SCHEDULE

WELL 4 REHABILITATION PROJECT

SPECIFICATION NO. W425/26

IN THE CITY OF SIERRA MADRE, CALIFORNIA

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION G–SPECIAL PROVISIONS**. The AGENCY reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The AGENCY reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the AGENCY.

The CONTRACTOR shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the CONTRACTOR as to the anticipated order of magnitude of work. The CONTRACTOR shall be responsible for verifying all estimated quantities. The CONTRACTOR will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The CONTRACTOR will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The CONTRACTOR shall be responsible for calculating and providing totals for the bid schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER: General Pump Company, Inc.

CONTRACTOR'S LICENSE NO.: 496765

AUTHORIZED SIGNATURE: 

TITLE: President

DATE: 03/24/2026

BID SCHEDULE (Continued)

WELL 4 REHABILITATION PROJECT
SPECIFICATION NO. W425/26

IN THE CITY OF SIERRA MADRE, CALIFORNIA

No.	Item Description	Estimated Quantity	Unit	Unit Price	Payment Reference	Item Amount
1	See Attached Line Items					
2						
2						
3						
4						
5						
6						
7						

The CONTRACTOR shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Specifications and details.

[Note: Labor Code § 6707 requires separate bid items for the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper. For those items, specify that each bid submitted in response thereto shall contain adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb,]

Bid Schedule Total: $ 1,055,795.00

Bid Schedule Total (in words):_____

One million, fifty-five thousand, seven hundred, ninety-five dollars and zero cents.

_____

_____

General Pump Company, Inc. _____ 03/24/2026 _____

(Company Name of Bidder) (Date)

City of Sierra Madre
Line Items for Project WELL 4 REHABILITATION PROJECT
Issued on 03/02/2026
Bid Due on March 25, 2026 4:00 PM (PST)
Exported on 03/02/2026

Item Num	Section	Item Co	Item Description	Unit of Meas	QTY	Reference	Unit Price
1	Base Bid - General Bid Items		Mobilization	LS	1	LS	$75,000.00
2	Base Bid - General Bid Items		Pre-Rehabilitation Downhole Video Survey	LS	1	EA	$1,240.00
3	Base Bid - General Bid Items		Remove accumulated fill by Airlifting/Bailing	LS	1	LS	$34,550.00
4	Base Bid - General Bid Items		Mechanical Cleaning of casing and screen (Wire Brushing)	LS	1	LS	$4,320.00
5	Base Bid - General Bid Items		Deviation and Alignment Surveys	LS	1	LS	$5,210.00
6	Base Bid - General Bid Items		Furnish and install 16-Inch Stainless Steel Well Liner	LS	1	LS	$310,045.00
7	Base Bid - General Bid Items		Furnish and Install Formation Stabilizer	LS	1	LS	$59,730.00
8	Base Bid - General Bid Items		Chemical Rehabilitation and Neutralization	LS	1	LS	$79,600.00
9	Base Bid - General Bid Items		Dual Swab Airlifting & Well Redevelopment	LS	1	LS	$22,400.00
10	Base Bid - General Bid Items		Post Rehabilitation Downhole Video Survey	LS	1	LS	$1,240.00
11	Base Bid - General Bid Items		Test Pump Installation & Removal	LS	1	LS	$61,200.00
12	Base Bid - General Bid Items		Well Development Pumping	1 Hour	40	345 / Hr	$13,800.00
13	Base Bid - General Bid Items		Aquifer Testing (Step, Constant Rate, Recovery)	LS	1	LS	$6,800.00
14	Base Bid - General Bid Items		Well Disinfection	LS	1	LS	$8,000.00
15	Base Bid - General Bid Items		Design, Furnish and Install Permanent Pumping Equipment	LS	1	LS	$275,860.00
16	Base Bid - General Bid Items		Furnish and Install Montor Control Center (MCC)	LS	1	LS	$92,000.00
17	Base Bid - General Bid Items		Startup, Testing, Site Cleanup, Restoration	LS	1	LS	$4,800.00

BID BOND

WELL 4 REHABILITATION PROJECT
SPECIFICATION NO. W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS that Bidder General Pump Company, Inc., as PRINCIPAL, and SiriusPoint America Insurance Company, as SURETY, are held and firmly bound unto the City of Sierra Madre as AGENCY, in the penal sum of **********Ten Percent of Total Amount Bid********** dollars ($ 10% of Total Amount Bid), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 24th day of March, 2026.

PRINCIPAL* General Pump Company, Inc.

159 N. Acacia St., San Dimas, CA 91773 / 909-599-9606

Timothy Oman - President
159 N. ACACIA ST., SAN DIMAS, CA 91773
(909) 599-9606

SURETY* SiriusPoint America Insurance Company

1 World Trade Ctr , 285 Fulton St , 47th Fl , Ste. 47J, New York, NY 10007 / 212-312-2500

Kathleen Le, Attorney-In-Fact
8950 Cal Center Dr. Bldg 3, Suite 200, Sacramento, CA 95826
775-446-7634

*Provide BIDDER and SURETY name, address and telephone number and the name, title, address and telephone number for their authorized representatives. Power of Attorney must be attached.

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature -See Attached – California all Purpose Acknowledgment Complies with Civil Code section 1189. (SEAL)

ACKNOWLEDGMENT

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 Los Angeles)

On March 24, 2026 before me, Amy Charline Sotelo, Notary Public
(insert name and title of the officer)

personally appeared Timothy Oman,
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.

AMY CHARLINE SOTELO
Notary Public - California
Los Angeles County
Commission # 2438393
My Comm. Expires Feb 16, 2027

Signature _____ **(Seal)**

ACKNOWLEDGMENT

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 Sacramento)

On March 24, 2026 before me, R. Kailany, Notary Public
(insert name and title of the officer)

personally appeared Kathleen Le,
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 _____ **(Seal)**

ARS3 R. KAILANY
COMM. # 2529630
NOTARY PUBLIC · CALIFORNIA
COUNTY OF SACRAMENTO
Comm. Expires AUG. 10, 2029 ARS3

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

INTSAC01_1124

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27,2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as surety. Such authority can be executed by use of facsimile signature.

Does hereby nominate, constitute and appoint:

Kathleen Le, Elizabeth Collodi, Sara Walliser, Sharon Smith, Steven Williams, Steven Azevedo, Cassandra Medina

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$63,971,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SiriusPoint America Insurance Company

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

SUSAN HISCOCK
Notary Public - State of New York
NO. 01HI6444797
Qualified in Richmond County
My Commission Expires Dec 5, 2026

Susan Hiscock
Notary Public
My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 24th day of March , 20 26

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

BIDDER INFORMATION

WELL 4 REHABILITATION PROJECT
SPECIFICATION NO. W425/26

IN THE CITY OF SIERRA MADRE, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: General Pump Company, Inc.

Business Address: 159 N. Acacia St., San Dimas, CA 91773

Telephone: (909) 599-9606 FAX: _____

E-mail: rtrujillo@genpump.com

CONTRACTOR's License No.: 496765 Date License Issued: _____

License Expiration Date: 08/31/26

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:
(Name / Title / Address / Telephone)

Timothy Oman - President - 159 N. Acacia St., San Dimas, CA 91773 - (909) 599-9606

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

N/A

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

N/A

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No __No____. If yes, provide the following information. (If more than once, use separate sheets):

Date: N/A _____ Entity: N/A _____

Location: N/A _____

Reason: N/A _____

Provide Status and any Supplemental Statement: N/A _____

_____

_____

_____

_____

Has your firm been reinstated by this entity? Yes / No N/A _____

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: __No____ Federal / State: N/A _____

If "yes", identify and describe, (including status): N/A _____

_____

_____

_____

_____

Have the penalties been paid? Yes / No: N/A _____

B. Does you firm or its officers have any ongoing investigations by any agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: No Codes / Laws: N/A Section / Article: N/A

If "yes", identify and describe (including status): N/A

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this 24th day of March, 2026 at San Dimas, California.

Authorized Representative: Signature

Title President

EXPERIENCE STATEMENT

WELL 4 REHABILITATION PROJECT
SPECIFICATION NO. W425/26

IN THE CITY OF SIERRA MADRE, CALIFORNIA

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The CONTRACTOR must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The CONTRACTOR must be properly licensed to perform the work in this project as determined by the State CONTRACTOR's License Board.

Project Title: ayhew Well Client: Elsinore alley unicipal Water District

Date: 2021 Project Value: $232,430.00 Client Contact: ohn anhard

Client Telephone # (951) 647-3146 Client Email Address: ohnm@evmwd.net

Description: Well rehabilitation including video log, open end air lift, and hydraulic swage.

Subject to Federal Labor Standards: (Yes) No

Project Title: Tamura Shallow Well Client: City of Newport Beach

Date: 2025 Project Value: $772,353 Client Contact: Ben Davis

Client Telephone # (949) 644-3317 Client Email Address: bdavis@newportbeachca.gov

Description: Well rehabilitation and pump repair.

Subject to Federal Labor Standards: (Yes) No

EXPERIENCE STATEMENT (Continued)

WELL 4 REHABILITATION PROJECT
SPECIFICATION NO. W425/26

IN THE CITY OF SIERRA MADRE, CALIFORNIA

Project Title: Well II-10 Client: Chino Basin Desalter Authority

Date: 2025 Project Value: $218,012 Client Contact: Tom O'Neill

Client Telephone # (909) 218-3729 Client Email Address: toneill@chinodesalter.org

Description: Well rehabilitation and pump repair.

Subject to Federal Labor Standards: (Yes) No

Project Title: Garner Well 6 Client: City of Riverside

Date: 2023 Project Value: $618,655 Client Contact: Eric Escobar

Client Telephone # (951) 826-5821 Client Email Address: eescobar@riversideca.gov

Description: Well rehabilitation and pump repair.

Subject to Federal Labor Standards: (Yes) No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this 24th day of March, 2026 at San Dimas, California.

Authorized Representative: Signature

Title President

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

WELL 4 REHABILITATION PROJECT
SPECIFICATION NO. W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half of one percent of the total bid price or $10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the AGENCY.

The CONTRACTOR is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name, License No., and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)
Taco / Hydro Pumps 5400S Villa Ave Fresno, CA 93725	NA	NA	Supplier- Pump Assembly	27%
Rosco Moss Compnay 4360 Worth Street Los Angelese, CA 90063	NA	NA	Supplier- Liner casing and screen	24%
Johnson Screens 1950 Old Hwy 8 NW New Brighton, MN 55112	NA	NA	Supplier- Well Chemistry & glass beads	9%

No subcontractors are being utilized on this project only suppliers have been listed

Name, License No., and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: General Pump Company, Inc.

AUTHORIZED SIGNATURE: _____

Date: 03/24/2026

STATEMENT REGARDING INSURANCE COVERAGE

WELL 4 REHABILITATION PROJECT
SPECIFICATION NO. W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5-4 INSURANCE** of Section E, Standard Specifications and Section F, Special Provisions. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER: General Pump Company, Inc.

MAILING ADDRESS: 159 N. Acacia St., San Dimas, CA 91773

AUTHORIZED SIGNATURE: 

TITLE: President

DATE: 03/24/2026

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

WELL 4 REHABILITATION PROJECT
SPECIFICATION NO. W425/26
IN THE CITY OF SIERRA MADRE, CALIFORNIA

[Business & Professions Code § 7028.15]
[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California CONTRACTOR's license as set forth below:

Business & Professions Code § 7028.15:

a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a CONTRACTOR within this state without having a license therefor,** except in any of the following cases:

(1)The person is particularly exempted from this chapter.

(2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.

d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed CONTRACTORs to render services within the scope of their respective practices.

e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a CONTRACTOR who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the CONTRACTOR was properly licensed when the CONTRACTOR submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a CONTRACTOR who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to

7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as CONTRACTOR who is not licensed pursuant to this chapter is void.**

f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or CONTRACTOR and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the CONTRACTOR shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of CONTRACTORs verifies to the AGENCY that the records of the Contractors' State License Board indicate that the CONTRACTOR was properly licensed at the time the contract was awarded. Any bidder or CONTRACTOR not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The AGENCY shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

CONTRACTOR's License Number: 496765

License Expiration Date: 08/31/2026

Authorized Signature: 

Date: 03/24/2026

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the President of General Pump Company, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the 24 day March, 2026 at San Dimas, California.

CONTRACTOR's Signer's Name

Timothy Oman - President
CONTRACTOR's Signer's Title

General Pump Company, Inc.
CONTRACTOR's Business Name

Contractor's Business Address:

159 N. Acacia St.
Mailing Street Address

San Dimas, CA 91773
City, State, Zip Code

(909) 599-9606
Telephone #

Project Clarifications

1. MCC -This scope of work for Sierra Madre Well #4 focused on upgrading electrical control equipment to improve reliability, protection, and operational performance. The project involves removing the existing switch cabinet and drive while keeping the current meter cabinet in place. New equipment will be installed, including a 400-amp manual transfer switch and a 150HP, 480V enclosed soft start cabinet. These upgrades are designed to enhance motor control, manage high inrush currents, and provide advanced system protections such as fault monitoring, voltage regulation, and torque control for pump operations.

GENEPUM-01 AGAGNON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/23/2025

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

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

PRODUCER	CONTACT NAME: Amanda Gagnon	
Smith Brothers Insurance, LLC 68 National Drive Glastonbury, CT 06033	PHONE (A/C, No, Ext): (860) 430-3371	FAX (A/C, No):
	E-MAIL ADDRESS: agagnon@smithbrothersusa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	20508
INSURED	INSURER B : American Casualty Company Of Reading, Pennsylvania	20427
General Pump Company, Inc. 159 North Acacia Street San Dimas, CA 91773	INSURER C : Continental Insurance Company (the)	35289
	INSURER D : Axis Surplus Insurance Company	26620
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7039961462	8/31/2025	8/31/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			7039961476	8/31/2025	8/31/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			7039961509	8/31/2025	8/31/2026	EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 9,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7039961512	8/31/2025	8/31/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Pollution / E&O			CP007173-01-2025	8/31/2025	8/31/2026	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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RESOLUTION NO. 26-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, APPROVING A SUPPLEMENTAL BUDGET APPROPRIATION FROM THE WATER FUND RESERVE TO ACCOUNT NO. 71000.81100.56011 (WELLS, PUMPS, WATER DIST SYS), AWARDING A CONSTRUCTION CONTRACT TO GENERAL PUMP COMPANY, INC. FOR THE WELL NO. 4 REHABILITATION PROJECT (SPEC. NO. W425/26), AND AUTHORIZING RELATED ACTIONS.

RECITALS

WHEREAS, Well No. 4 is a critical component of the City's municipal water supply system; and

WHEREAS, inspections, testing, and video survey work have confirmed that Well No. 4 requires rehabilitation to restore lost production capacity, address deterioration of the well casing and related infrastructure, and return the well to reliable operating service; and

WHEREAS, the City publicly advertised a Notice Inviting Bids for the Well No. 4 Rehabilitation Project (Spec. No. W425/26) through the City's PlanetBids system; and

WHEREAS, on March 25, 2026, the City received one bid for the project, and staff determined that General Pump Company, Inc. is the lowest responsive and responsible bidder in the amount of $1,055,795.00; and

WHEREAS, the City Council finds that it is in the public interest to award a construction contract to General Pump Company, Inc. and to authorize a construction contingency in the amount of $105,579.50, for a total authorized project amount not to exceed $1,161,374.50; and

WHEREAS, the Well No. 4 Rehabilitation Project was not included in the current fiscal year Capital Improvement Program and requires a supplemental budget appropriation in the amount of $1,161,374.50 from the Water Fund Reserve to Account No. 71000.81100.56011 (WELLS, PUMPS, WATER DIST SYS) to complete the project; and

WHEREAS, the City Council has considered the environmental effects of the proposed action and determined that the project is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that there is no possibility that the project will have a significant effect on the environment.

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

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. CEQA. The City Council finds that the Well No. 4 Rehabilitation Project is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines section 15061(b)(3), because it can be seen with certainty that there is no possibility that the rehabilitation of existing municipal water infrastructure will have a significant effect on the environment.

SECTION 3. Budget Appropriation. The City Council hereby approves a supplemental budget appropriation in the amount of $1,161,374.50 from the Water Fund Reserve to Account No. 71000.81100.56011 (WELLS, PUMPS, WATER DIST SYS) for the Well No. 4 Rehabilitation Project.

SECTION 4. Contract Award. The City Council hereby awards a construction contract to General Pump Company, Inc. for the Well No. 4 Rehabilitation Project (Spec. No. W425/26) in the amount of $1,055,795.00.

SECTION 5. Contingency. The City Council hereby authorizes a construction contingency in the amount of $105,579.50, equal to ten percent of the base bid, for a total authorized project amount not to exceed $1,161,374.50.

SECTION 6. Execution. The City Council hereby authorizes the City Manager to execute the contract on behalf of the City, in a form approved by the City Attorney, following receipt and approval of the required performance bond, payment bond, maintenance bond, final insurance documents, and City-required insurance endorsements.

SECTION 7. Further Actions. The City Manager, City Clerk, and all other appropriate City officials are hereby authorized to take such additional actions as may be necessary or appropriate to carry out the purpose and intent of this Resolution.

SECTION 8. Severability. If any sections, subsections, subdivisions, paragraphs, sentences, or phrases of this Resolution or any part hereof or exhibit hereto are for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Resolution or any part thereof or exhibit thereto. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared invalid.

SECTION 9. Certification. Pursuant to Government Code Section 36932, the City Clerk shall certify the passage, approval, and adoption of this Resolution by the City Council.

SECTION 10. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 14th day of April 2026.

_____
Kristine Lowe, Mayor

I HEREBY CERTIFY the foregoing Resolution was duly passed, approved, and adopted by the City Council of the City of Sierra Madre, California, at a meeting held on the ____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Laura Aguilar, City Clerk

APPROVED AS TO FORM:

_____
Aleks R. Giragosian, City Attorney

CITY OF
SIERRA
MADRE

STAFF REPORT

PUBLIC WORKS SERVICES

DATE: April 14, 2026

TO: Honorable Mayor and City Council

FROM: Brian Dickinson, Director of Public Works
By: James Carlson, Senior Management Analyst

SUBJECT: **Authorization to Initiate a Pilot Program with Uber Transit for Local Transportation Rideshare Services**

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to negotiate and execute an agreement with Uber Transit, in a form approved by the City Attorney, to implement a pilot local transportation program.

SUMMARY

On December 9, 2025, the City Council rejected Transdev's proposal and directed staff to issue a new Request for Proposals. To bridge the service gap while the Transportation Ad Hoc Subcommittee evaluates long-term alternatives, the City Council requested a temporary transit solution for the community.

Since that time, staff and the Transportation Ad Hoc Subcommittee have met with Uber Transit to review a pilot program that could be implemented quickly, provide flexible local transportation services, and operate within the City's available Proposition A Local Transportation Funds. Based on those discussions, it is recommended that the City Council authorize the City Manager to negotiate and execute an agreement with Uber Transit, in a form approved by the City Attorney, to implement an Uber Transit Local Transportation Pilot Program.

DISCUSSION & ANALYSIS

The proposed Sierra Madre Uber Transit Pilot Program would operate similarly to a standard Uber rideshare service, with the City subsidizing a portion of eligible trip costs. Participants may request standard, electric vehicle (EV), or wheelchair accessible vehicle (WAV) trips through Uber, subject to availability. Approved participants would receive electronic Uber vouchers generated through the Uber Transit dashboard and distributed in accordance with the applicable voucher program terms. Transportation services provided through the pilot program would be furnished by independent third-party providers using the Uber platform. If the cost of a trip exceeds the available voucher value, the remaining balance would be charged to the participant's payment method on file with Uber.

Staff has worked to ensure the program is accessible to a broad range of users, and enrollment would be available through direct links and QR codes. Uber also offers live-agent telephone support seven days a week from 3:00 a.m. to 9:00 p.m. to assist users with participation. However, voucher recipients must maintain an active Uber

account in order to activate and use a voucher under the proposed program structure. The primary focus of staff and Subcommittee discussions with Uber Transit was development of an appropriate subsidy structure. Based on those discussions, the proposed pilot program would use a four-tier subsidy model tied to trip location and destination parameters.

The primary focus of staff and Subcommittee discussions with Uber Transit was development of an appropriate subsidy structure. Based on those discussions, the proposed pilot program would use a four-tier subsidy model tied to trip location and destination parameters.

Tier 1: applies to all rides within the City of Sierra Madre. It also includes rides originating within the City and traveling to designated hospitals and doctors' offices, as well as the Arcadia and Sierra Madre Villa Metro Stations. Tier 1 return trips terminating in Sierra Madre would also be eligible. The proposed City subsidy would be $20.00 per trip, with a $2.50 rider share.

Tier 2: applies to rides extending up to one mile beyond the City's borders. It also includes Pasadena City College, The Shops at Santa Anita, the Los Angeles County Arboretum, and the Hastings Ranch shopping area. Tier 2 return trips terminating in Sierra Madre would also be eligible. The proposed City subsidy would be $15.00 per trip, with a $2.50 rider share.

Tier 3: applies to rides extending up to three miles beyond the City's borders. It also includes Downtown Arcadia, Old Town Pasadena, and Old Town Monrovia. Tier 3 return trips terminating in Sierra Madre would also be eligible. The proposed City subsidy would be $10.00 per trip, with a $2.50 rider share.

Tier 4: applies to rides originating or terminating in Sierra Madre that extend beyond three miles from the City's borders and are not otherwise included within Tiers 1 through 3. The proposed City subsidy would be $5.00 per trip, with a $2.50 rider share.
Under the proposed program structure, riders would be responsible for the first $2.50 of each trip, as well as any fare amount exceeding the applicable City subsidy. The pilot program would also limit each participant to 10 subsidized trips per month.

Table 1 below summarizes the proposed rider contribution, subsidy amounts, and estimated average City cost per trip by tier.

Table 1. Proposed Subsidy Assumptions
Trip Cap: 10 trips per month (per voucher)

Tier	Rider Portion of Uber Fare	Subsidy	Estmiated Average City Cost per Trip
Tier 1	$2.50	$20.00	$9.00 to $10.00
Tier 2	$.250	$15.00	$11.00
Tier 3	$2.50	$10.00	$10.00
Tier 4	$2.50	$5.00	$5.00

Using existing Uber trip data for Sierra Madre and surrounding areas, Uber Transit prepared preliminary cost projections for the proposed pilot program under low-, medium-, and high-use scenarios. Based on those assumptions, estimated annual program costs range from $108,157 under a low-use scenario to $168,244 under a high-use scenario.

Table 2 below summarizes the projected annual cost scenarios for the pilot program.

Table 2. Estimated Annual Program Cost Scenarios

Yearly Cost Estimate - All Tiers (With Local Restrictions)			
Sceanrio	Estimated Trips	Rider Portion of Uber Fare	Total Yearly Estimate
Low	14,900	$2.50	$108,157
Medium	19,100	$2.50	$139,402
High	23,100	$2.50	$168,244

Based on these estimates, staff believes the pilot program can be funded within available Proposition A Local Transportation Funds; however, the high-use scenario would substantially utilize the City's annual allocation. If actual demand materially exceeds current assumptions, staff may return to the City Council with recommended program modifications to maintain fiscal sustainability within available funding.

During the pilot period, staff will monitor ridership, trip patterns, voucher utilization, and program costs to evaluate program performance and determine whether adjustments are warranted. Based on actual program usage and available funding, staff may return to the City Council with recommended adjustments to subsidy levels, tier definitions, designated destinations, participant eligibility standards, or monthly trip limits. Uber Transit would also provide reporting and program data to assist the City in evaluating pilot performance. It is estimated that the program will be up and running within 30 days of contract execution.

STRATEGIC PLAN RELATIONSHIP

This item supports the City Council's strategic objective of achieving financial stability and sustainability by leveraging available Proposition A Local Transportation Funds to provide an interim local transportation option while the City evaluates longer-term service alternatives.

ENVIRONMENTAL ANALYSIS

Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities

FISCAL IMPACT

The City Council had previously authorized $100,000 for the pilot program using Proposition A funds for the remainder of the current fiscal year as part of the FY 2025-26 midyear budget adjustment. Future years funding is subject to avialable Proposition A funding. The City of Sierra Madre receives approximately $170,000 annually in Proposition A Local Transportation Funds.

Approved by:



_____

Michael Bruckner
City Manager

CITY OF
SIERRA
MADRE

STAFF REPORT

LIBRARY & COMMUNITY SERVICES

DATE: April 14, 2026

TO: Honorable Mayor and City Council

FROM: Leila Regan, Library & Community Services Director
By: Ted Tegart, Community Services Supervisor

SUBJECT: **Report, Discussion, and Direction Regarding Citywide Special Events Policy**

RECOMMENDATION

It is recommended that the City Council adopt the Special Events Policy and provide direction on an annual budget appropriation for City Sponsored events.

SUMMARY

The proposed Sierra Madre Special Events Policy establishes a clear framework for managing special events on City property and within public rights-of-way. It defines three event categories — City-Produced, City-Sponsored, and Applicant-Driven — each with distinct cost recovery expectations and levels of City involvement. The policy also establishes a two-level sponsorship approval structure that preserves administrative flexibility for the City Manager while ensuring City Council oversight for larger financial and operational commitments. Adoption of this policy will improve consistency, transparency, and fiscal accountability in event management while continuing to support community events that enhance the quality of life for Sierra Madre residents.

DISCUSSION & ANALYSIS

The City of Sierra Madre regularly hosts and permits a wide range of community events, including festivals, concerts, parades, sporting events, and neighborhood activities. Although Chapter 12.34 of the Sierra Madre Municipal Code governs special event permits, the City has not previously adopted a comprehensive administrative policy that defines levels of City involvement, establishes sponsorship criteria, or sets clear expectations for cost recovery.

As the number and complexity of community events have grown, the absence of a unified framework has led to inconsistent practices, uncertainty among applicants, and challenges in managing staff workload and recovering City costs. The proposed Special Events Policy supplements the Municipal Code by providing operational guidance for both staff and event organizers.

Event Classification and City Involvement

The policy establishes three categories of special events:

1. **City-Produced** events are planned, organized, permitted, and operated by the City, with the City assuming full responsibility for operations and costs, subject to annual City Council budget appropriation.
2. **City-Sponsored** events are organized by outside nonprofits, civic organizations, schools, or public agencies and receive City support — in-kind or monetary — pursuant to a two-level approval structure described below. City-Sponsored events must be open to the public and provide a demonstrable community benefit to Sierra Madre residents.
3. **Applicant-Driven** events are organized and funded entirely by outside individuals or organizations. The City provides only standard permit processing; no City support is extended, and full cost recovery applies.

This three-category structure simplifies the prior framework, eliminates ambiguity between sponsorship tiers, and provides a clear and consistent basis for allocating City resources.

City Sponsorship — Two-Level Approval Structure

City-Sponsored events are subject to a two-level approval process based on the value of City support requested:

- Level 1 — Administrative (City Manager Approval): In-kind City support valued at less than $2,500. Approved administratively by the City Manager or designee, consistent with Council-adopted criteria and annual budget limits. Level 1 approvals will be reported to the City Council informally.
- Level 2 — Council Action (City Council Approval): In-kind or monetary City support valued at $2,500 or more. Requires formal City Council action and a written agreement addressing roles, responsibilities, insurance, indemnification, and reporting. Applications must be submitted at least 30 days before the applicable permit submittal deadline to allow for agenda scheduling.

Applicants denied Level 1 sponsorship by the City Manager may appeal to the City Council at no cost. The total value of City support provided to any City-Sponsored event — whether in-kind or monetary — may not exceed the amount available within the City Council's annual budgeted allocation for event sponsorship. Direct monetary contributions to an event organizer shall not exceed the lesser of the Council-approved amount or the organizer's own documented event expenses. City support shall not be provided in a manner that constitutes an unlawful gift of public funds under the California Constitution or applicable statute.

Cost Recovery and Current Fiscal Baseline

The policy establishes cost recovery expectations by event type as follows:

Event Type	**Cost Recovery Goal**
City-Produced	City bears 100% of costs, offset by event revenues; subject to annual budget appropriation
City-Sponsored	City may provide in-kind or monetary support per Level 1/Level 2 thresholds above
Applicant-Driven	100% cost recovery from applicant per adopted Fee Schedule

A review of FY 2025-26 special event activity provides important context for this policy. Based on fully burdened departmental rates, the City currently incurs an estimated $78,053 annually in staff and operational costs across all special events with no cost recovery. This includes approximately $49,099 attributable to Applicant-Driven events and $8,414 for City-Sponsored events. Adoption of this policy, combined with a future Master Fee Schedule update, establishes the framework to begin recovering Applicant-Driven event costs on a consistent and equitable basis. Attachment 2 illustrates representative City costs for recurring and annual community events. Under the proposed policy, Applicant Driven events are not eligible for fee waivers or City subsidies, as any reduction in fees would constitute a form of sponsorship and therefore require classification as a City Sponsored event subject to the applicable approval process and budget limitations.

Police, Public Works, and Fire Department Costs

Special events routinely require staffing support from the Police Department for traffic control and public safety, and from Public Works for setup, breakdown, and facility restoration. Fire Department staffing is required for certain events based on size, activities, or risk factors. These represent direct, measurable costs to the City incurred outside of normal operations. The FY 2025-26 cost data reflects $17,688 in Police costs, $23,475 in Public Works costs, $27,250 in Community Services coordination costs, and $330 in Fire costs across all events. Fire Department costs, as well as other departments, are likely understated in the current data and will be more fully captured under the cost recovery framework established by this policy.

First Amendment Events

The policy includes provisions for events whose primary purpose is expressive activity protected by the First Amendment of the United States Constitution and the California Constitution, including demonstrations, marches, and rallies. Permit review for these events is limited to content-neutral considerations such as traffic management, emergency access, and crowd safety. Permit conditions will be limited to reasonable time, place, and manner requirements narrowly tailored to serve public safety interests. The City's cost to resource First Amendment activities is estimated at approximately $1600 per event for public safety support. These costs are not recoverable and impact the Police Department's operating budget.

Annual Budget Appropriation

Under the proposed policy framework, the City may provide in-kind or monetary support to City-Sponsored events, subject to established approval thresholds and criteria. Historically, the cost of in-kind staff support for community events has been absorbed directly into department operating budgets without dedicated funding or cost tracking, creating unbudgeted fiscal pressure on affected departments. To address this, staff recommends that the City Council establish an annual Special Event Sponsorship Reserve of $10,000 in a Non-Departmental account. This reserve would serve as the funding source for all City-approved event sponsorships, ensuring that department operating budgets are not impacted and that the full cost of City support is visible and accountable in the budget. Once the reserve is exhausted in a given fiscal year, no additional sponsorship commitments may be made without City Council appropriation of additional funds.

Implementation and Transition

Upon adoption, the Library & Community Services Department will notify all recurring event organizers of the new policy framework and applicable timelines. Events with applications already in process for FY 2025-26 will be processed under existing practices. Beginning with FY 2026-27 permit cycles, all events will be subject to this policy and the cost recovery requirements of the updated Master Fee Schedule.

The proposed policy also establishes standardized permit requirements, application timelines, and conditions of approval to ensure consistent and transparent administration of special events. These operational provisions, including application materials, review timelines, and permit conditions, are detailed in the policy and are intended to improve coordination across departments and provide clear expectations for event organizers.

STRATEGIC PLAN RELATIONSHIP

Adoption of the Special Events Policy supports the City's goals of fiscal sustainability, transparent governance, and community engagement by ensuring responsible use of public resources while encouraging community focused events.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act pursuant to Section 15061 subsection b subsection 3 of the CEQA Guidelines, as it can be determined with certainty that adoption of this policy will not result in a direct or indirect physical change in the environment.

FISCAL IMPACT

The City currently absorbs approximately $78,053 annually in fully burdened staff and operational costs associated with special events, with no cost recovery from any event category and no dedicated funding source to offset departmental impacts. Of that total, approximately $49,099 is attributable to the 15 Applicant-Driven events currently permitted at no charge. Under the proposed policy, these events are subject to full cost recovery per the City's adopted Fee Schedule, and once the associated Master Fee Schedule amendment is adopted, the City would recover up to $49,099 annually — eliminating the current unbudgeted subsidy to these event organizers. The remaining $28,954 reflects the cost of City-Produced events, which are appropriately borne by the City through annual departmental budget appropriations. The Fourth of July Parade is governed by a separate Council-approved agreement and is not affected by this action.

To ensure that the cost of future event sponsorships is visible and controlled, it is recommended that the City Council establish an annual Special Event Sponsorship Reserve of $10,000 in a Non-Departmental account. This reserve replaces the current practice of absorbing in-kind sponsorship costs into department operating budgets and caps the City's annual sponsorship commitment. Once the reserve is exhausted in a given fiscal year, no additional sponsorship commitments may be made without City Council appropriation of additional funds. Adoption of this policy itself has no direct fiscal impact on the current year budget; the cost recovery framework becomes operative upon adoption of the associated Master Fee Schedule amendment, which will come back to the City Council as part of the FY 2026-27 budget process.

Approved by:



_____

Michael Bruckner
City Manager

Attachments

1. Special Events Policy.pdf
2. Special Event Cost Summary.pdf

CITY OF SIERRA MADRE
CITY COUNCIL POLICY

POLICY NUMBER: _____
ADOPTED: _____
AMENDED: _____

CITY COUNCIL APPROVAL: _____

SIERRA MADRE SPECIAL EVENTS POLICY

I. PURPOSE:

The purpose of this Policy is to establish clear guidelines for Special Events held on City property or within public rights-of-way, including when a Special Event Permit is required. It distinguishes among City-Produced Events, City-Sponsored, and Applicant-Driven Events, clarifying the roles and responsibilities of the City and event organizers. The Policy also provides a framework for cost recovery and outlines the types of City support available for events that use City facilities, streets, or staff resources. This Policy is intended to supplement the City's Master Fee Schedule and relevant provisions of the Municipal Code, ensuring that all events are managed in a manner that protects public health, safety, and welfare while promoting community benefit.

This Policy is intended to implement and supplement Chapter 12.34 (Special Events Permits) of the Sierra Madre Municipal Code. In the event of any conflict between this Policy and Chapter 12.34 or other provisions of the Municipal Code, the Municipal Code shall control.

II. POLICY STATEMENT:

The City of Sierra Madre supports community events that enhance civic, cultural, and recreational life while ensuring public safety and responsible use of City resources. Special Events on City property or rights-of-way will be managed to balance community benefit with cost recovery and efficient use of staff, facilities, and streets. Roles and levels of City involvement will be clearly defined based on event type and consistent with applicable laws and fiscal limits.

III. DEFINITIONS:

Applicant: The person or entity that submits a Special Event Permit application and is responsible for compliance with all permit terms and conditions.

Applicant-Driven Event: A Special Event organized and operated by a non-City individual, business, or organization that receives no City sponsorship beyond standard permit processing and fully pays applicable fees and City service charges.

City: The City of Sierra Madre, including its elected and appointed officials, officers, employees, and authorized agents.

City-Produced Event: An event planned, organized, permitted, and operated by the City, where the City is the event organizer and assumes full responsibility for the event.

City-Sponsored Event: A Special Event organized by a non-City entity where the City Council or the City Manager approves in-kind services, monetary contributions, or fee reductions pursuant to this Policy and a written agreement, and is consistent with adopted criteria and budget limits.

City Property: Parks, facilities, streets, sidewalks, plazas, parking lots, and other real property or rights-of-way owned, leased, or controlled by the City.

Event Organizer: Any person who conducts, manages, promotes, organizes, aids, or solicits attendance at a Special Event, including professional event planners retained by the Applicant.

First Amendment Event: An event whose principal purpose is expressive activity protected by the First Amendment and applicable provisions of the California Constitution, which may be subject to modified permit and insurance requirements to avoid unnecessary burdens on free speech.

Large-Scale Special Event: A Special Event expected to have 1,000 or more attendees, or that, due to its duration, use of City property, alcohol service, setup/breakdown days, or high-risk activities, creates significant operational or neighborhood impacts as determined by the City.

Permittee: Any Applicant issued a Special Event Permit, who is legally responsible for compliance with the permit and this Policy.

Public Event: An event that is open to the general public, regardless of whether admission or participation fees are charged.

Special Event: Any organized activity meeting one or more of the following when held on City Property or within public rights-of-way: (a) requires street or lane closures or traffic control; (b) is expected to draw 200 or more attendees at any one time; (c) charges admission or participant fees; (d) requires security or law enforcement beyond routine patrol; (e) installs tents, stages, booths, fencing, or similar structures; (f) uses amplified sound; or (g) serves or sells alcoholic beverages.

Special Event Coordinator: The City staff person designated by the City Manager to coordinate Special Event permitting, inter-departmental review, and compliance monitoring.

Special Event Permit: The written authorization issued by the City allowing a Special Event to occur on specified dates, times, and locations, subject to stated terms and conditions.

IV. PROCEDURES:

Type of Event

A "Special Event" means any organized activity that meets one or more of the following conditions when conducted on City property or within public rights-of-way:

- Requires closure or controlled use of public streets, alleys, sidewalks, or public parking.
- Expects two hundred (200) or more attendees at any one time at a City park, facility, or public space.
- Includes admission or participant fees, ticket sales, or commercial booths.
- Requires security or law enforcement presence beyond routine patrol.
- Involves erection of tents, stages, booths, barricades, fencing, or similar structures.
- Includes amplified sound or the service or sale of alcoholic beverages.

The City Manager, or designee, may determine that an activity is a Special Event if its scope or impacts warrant coordinated inter-departmental review to protect public health, safety, and welfare.

City-Produced Events
"City-Produced Event" means an event that is planned, organized, permitted, and operated by the City, where the City is the event organizer and holds full responsibility for the event.

The following events are annual City produced events, subject to annual budget approval of the City Council. **This list is subject to change based on City Council direction.**

- Mt Wilson Trail Race
- Mt Wilson Trail Street 5k
- Halloween Happenings
- Alegria Trick or Treat
- Summer Concerts in the Park
- Summer Movies in the Park
- National Night Out
- Latino Heritage Festival
- Community Yardsale

City-Sponsored Events
"City-Sponsored Event" means a Special Event organized by a non-City entity where the City provides Formal Sponsorship through in-kind services or monetary contributions (such as fee waivers, staff time, equipment, or use of the City logo) that have been affirmatively approved by the City Council or the City Manager.

City-Sponsored Events must:

- Be open to the public and provide a demonstrable community benefit to Sierra Madre residents.
- Be organized by a nonprofit organization, public agency, school or school foundation, formally established committee, or civic club/association that provides services or programs to Sierra Madre residents.

The following events are annual City-sponsored events, subject to annual budget approval of the City Council. **This list is subject to change based on City Council direction.**

- July 3rd and July 4th Parade

Applicants requesting a City Sponsorship must submit an application to the City requesting a sponsorship. There are two levels of City Sponsorship:

- Level 1 – Administrative (City Manager Approval): In-kind City contribution less than $2,500
- Level 2 – City Council (City Council Approval): In-kind City or monetary contribution more than $2,500

Level 2 Sponsorship requests must be submitted at least 30 days before the applicable permit submittal deadline so it may be placed on the City Council agenda for approval.

Should the City Manager deny a request for sponsorship, the applicant can appeal this decision to the City Council at no cost.

Applicant-Driven Events
"Applicant-Driven Event" means any Special Event organized and operated by an outside individual, business, or organization that receives no City sponsorship beyond the standard permit processing and services billed at established fees.

Applicant-Driven Events are not City events, and the City is not a sponsor or partner. **This list is subject to change based on City Council direction.**

- Sierra Madre Little League Opening Day Parade
- Sierra Madre Girls Softball Association Opening Day Parade
- Chamber of Commerce Wistaria Festival
- Friends of the Library Art Fair
- Sierra Madre Professional Firefighters Association Fire Prevention Festival & Car Show
- Sierra Madre Nursery School Carnival
- Chamber of Commerce Winter Village
- Community Candlelight Walk
- Sierra Madre Elementary School Fundraiser
- SM Historical Society - Chicken and Ravioli Dinner
- Sierra Madre Dance Center - Back to Dance Kickoff
- The Family Room Preschool Fair
- Charlie Bell Memorial
- Sierra Madre Professional Firefighters Association Pancake Breakfast
- YMCA Feed the Children Rally
- Sierra Madre Rose Float Association Rose Float Viewing

Cost Recovery and City Support
For purposes of this Policy, "City Costs" associated with a Special Event may include:

- Application and administrative processing fees.
- Facility, park, and street use fees, including set-up and break-down days.
- Direct staff costs (police, fire, public works, and recreation, or other staffing).
- Equipment costs (traffic control devices, generators, portable staging, turf protection, etc.).
- Damage and cleanup, including litter removal, turf repair, and restoration of public property.

Cost Recovery by Event Type
Cost recovery expectations are as follows:

Event Type	Cost Recovery Goal	Amount
City-Produced	City bears 100% of costs, offset by any City-collected event revenues.	Subject to annual budget appropriation
City-Sponsored	City may waive or provide in-kind support for eligible fees and costs, not to exceed a Council-approved annual appropriation amount for in-kind or monetary support. Values are based on the City's estimated cost of resourcing the event.	Level 1: less than $2,500 Level 2: more than $2,500

Applicant Driven	City recovers 100% of City Costs associated with the event per the City's adopted Fee Schedule.	Applicant pays 100% of City costs

The total value of City support (fee waivers, in-kind services, and any monetary contribution) for City-Sponsored shall not exceed: (a) the City Council's annual budgeted allocation for such support; and (b) the value of the organizer's own documented contributions to the event.

Fee Waivers and Sponsorship Approval

For purposes of determining the applicable approval level, the value of in-kind City support shall be calculated using the City's fully burdened departmental rates as established in the Master Fee Schedule

Level 1 City Sponsorship (in-kind support less than $2,500) may be approved by the City Manager, or designee, consistent with Council-approved criteria and annual budget limits.

Level 2 City Sponsorship (monetary support or in-kind support of more than $2,500) may be granted only by City Council action and must be supported by a written agreement describing roles, responsibilities, insurance, indemnification, and reporting expectations.

All Applicant-Driven Events shall be subject to full cost recovery and payment of applicable fees, deposits, and charges.

Nothing in this Policy authorizes the City to provide support in violation of constitutional or statutory limitations on gifts of public funds.

Special Event Permit Requirements

A Special Event Permit is required for any Special Event as defined in this Policy, including City-Produced, City-Sponsored, and Applicant-Driven Events.

At minimum, all applicants must submit:

- A completed Special Event Permit application.
- A site plan or route map showing all event elements.
- Insurance certificates and endorsements meeting City insurance requirements.
- Proof of required external permits (e.g., alcoholic beverage control, health, and fire permits) when applicable.

Timelines

The following are standard minimum submittal timelines, which the City Manager, or designee, may adjust for complexity or resource constraints:

- New large-scale or street-closure events: application at least 90 days before the event.
- Recurring events in good standing: application at least 60 days before the event.
- Smaller park or facility events without road closures or alcohol: application at least 45 days before the event.

First Amendment–protected expressive activities will be processed in a manner that does not unnecessarily burden free speech and may be subject to shortened timelines consistent with public safety and legal requirements.

Conditions of Approval

Special Event Permits may include reasonable time, place, and manner conditions deemed necessary to protect public health and safety, manage traffic, and minimize neighborhood impacts, including but not limited to:

- Limits on event hours and amplified sound.
- Requirements for security, emergency medical services, and crowd control.
- Trash, recycling, and post-event cleanup obligations.
- Notification of nearby residents and businesses.
- Restrictions on alcohol service and sales consistent with law.

Permits may be denied, revoked, or conditioned for reasons including failure to meet criteria, incomplete applications, non-payment of fees, safety concerns, conflicts with other events, or outstanding debts or damages from prior events.

The City Manager, or designee, has discretion to determine the specific operational conditions of a Special Event Permit. Applicants who wish to appeal a permit denial or conditions of approval may request City Council review within 10 business days of the written decision.

V. APPLICABILITY:

This policy applies to any person, group, business, nonprofit, or City department that organizes a qualifying special event on City property—including parks, streets, plazas, facilities, the library, and other community spaces—when the event meets the City's special event thresholds such as attendance, use of structures, amplified sound, road closures, admission or participation fees, security or law enforcement needs, or alcohol service. The City's Library & Community Services Department is responsible for administering this policy, coordinating interdepartmental review, issuing conditional and final permits, and ensuring that organizers meet all permit conditions and cost-recovery requirements

VI. RESPONSIBILITY:

The City Manager, or designee, is authorized to adopt administrative procedures, application forms, and internal review processes to implement this Policy, including interdepartmental review, mandatory pre- and post-event meetings for larger events, and enforcement of deadlines, deposits, and penalties for non-compliance.

VII. ATTACHMENTS / REFERENCES:

Sierra Madre Municipal Code Chapter 12.34

SPECIAL EVENTS COST SUMMARY

Fiscal Year 2025 to 2026 Fully Burden Rate

Community Services $109 per hour
Police $201 per hour
Fire $165 per hour
Public Works $103 per hour

SUMMARY BY EVENT

Event	Date	Event Type	Community Services (Prep)	Police Cost (Event)	Fire Cost (Event)	Public Works Cost (Event)	Fees Waived	Total Known City Cost
SMLL Opening Day Parade	2/22/2025	Applicant Driven	$ 1,090.00	$ 1,206.00	$ -	$ 412.00	$ 550.00	$ 3,258.00
SMGSA Opening Day Parade	2/23/2025	Applicant Driven	$ 1,090.00	$ 1,206.00	$ -	$ 412.00	$ 550.00	$ 3,258.00
Wisteria Festival	4/12/2025	Applicant Driven	$ 1,090.00	$ 2,311.50	$ -	$ 4,429.00	$ 550.00	$ 8,380.50
SM Elementary School Fundraiser	4/25/2025	Applicant Driven	$ 1,090.00	$ -	$ -	$ -	$ 891.00	$ 1,981.00
Nursery School Carnival	5/3/2025	Applicant Driven	$ 1,090.00	$ -	$ -	$ -	$ 787.00	$ 1,877.00
Friends of the Library Art Fair	5/2/25 - 5/3/2025	Applicant Driven	$ 1,090.00	$ -	$ -	$ 1,030.00	$ 1,425.00	$ 3,545.00
SM Historical Society - Chicken and Ravioli Dinner	5/31/2025	Applicant Driven	$ 1,090.00	$ -	$ -	$ 412.00	$ 533.00	$ 2,035.00
Sierra Madre Dance Center - Back to Dance Kickoff	8/24/2025	Applicant Driven	$ 1,090.00	$ -	$ -	$ -	$ 968.00	$ 2,058.00
The Family Room Preschool Fair	9/21/2025	Applicant Driven	$ 1,090.00	$ -	$ -	$ -	$ 256.00	$ 1,346.00
Charlie Bell Memorial	10/11/2025	Applicant Driven	$ 1,090.00	$ -	$ -	$ -	$ 66.00	$ 1,156.00
SMPFA Fire Prevention Festival & Car Show	11/8/2025	Applicant Driven	$ 1,090.00	$ 1,105.00	$ -	$ 1,030.00	$ 550.00	$ 3,775.00
Winter Village Festival	12/6/2025	Applicant Driven	$ 1,090.00	$ 2,713.50	$ -	$ 2,266.00	$ 796.00	$ 6,865.50
YMCA Feed the Children Rally	12/16/2025	Applicant Driven	$ 1,090.00	$ 603.00	$ -	$ -	$ 288.00	$ 1,981.00
Candlelight Walk	12/21/2025	Applicant Driven	$ 1,090.00	$ 1,005.00	$ -	$ 1,287.50	$ 550.00	$ 3,932.50
Rose Float Viewing	12/31/2025	Applicant Driven	$ 1,090.00	$ 2,010.00	$ -	$ -	$ 550.00	$ 3,650.00
			$ 16,350.00	$ 12,160.00	$ -	$ 11,278.50	$ 9,310.00	$ 49,098.50
Sierra Madre Fire Department - Pancake Breakfast	10/25/2025	City Produced	$ 1,090.00	$ -	$ -	$ 824.00	N/A	$ 1,914.00
Community Services - Latino Heritage Festival	9/13/2025	City Produced	$ 1,090.00	$ -	$ -	$ 824.00	N/A	$ 1,914.00
Senior Community Commission Yardsale	6/7/2025	City Produced	$ 1,090.00	$ -	$ -	$ 412.00	N/A	$ 1,502.00
Community Services - Concerts in the Park	6/2025-8/2025	City Produced	$ 1,090.00	$ -	$ -	$ 412.00	N/A	$ 1,502.00
Community Services - Movies in the Park	6/2025-8/2025	City Produced	$ 1,090.00	$ -	$ -	$ -	N/A	$ 1,090.00
Senior Community Commission Yardsale	12/1/2025	City Produced	$ 1,090.00	$ -	$ -	$ 412.00	N/A	$ 1,502.00
National Night Out	8/1/2025	City Produced	$ 1,090.00	$ -	$ -	$ -	N/A	$ 1,090.00
Mt Wilson Trail Event	10/4/2025	City Produced	$ 1,090.00	$ 1,909.50	$ -	$ 1,648.00	N/A	$ 4,647.50
Halloween Happenings & Alegria	10/31/2025	City Produced	$ 1,090.00	$ 2,010.00	$ 330.00	$ 1,948.00	N/A	$ 5,378.00
Fourth of July	7/3/25 - 7/4/2025	City Sponsored	$ 1,090.00	$ 1,608.00	$ -	$ 5,716.50	N/A	$ 8,414.50
			$ 10,900.00	$ 5,527.50	$ 330.00	$ 12,196.50	$ -	$ 28,954.00

TOTALS

Applicanat Driven	
Total Applicant Driven Fee Waivers	$ 9,310.00
Total Applicant Driven Police Support and Staff Costs	$ 12,160.00
Total Applicant Driven Fire Support and Staff Costs	$ -
Total Applicant Driven Public Works Support and Staff Costs	$ 11,278.50
Total Applicant Driven Community Services Works Support and Staff Costs	$ 16,350.00
Total Applicant Driven Support and Staff Costs	$ 49,098.50
City Produced	
Total City Produced Police Support and Staff Costs	$ 5,527.50
Total City Produced Fire Support and Staff Costs	$ 330.00
Total City Produced Public Works Support and Staff Costs	$ 12,196.50
Total Applicant Driven Community Services Works Support and Staff Costs	$ 10,900.00
Total City Produced Support and Staff Costs	$ 28,954.00
Total Combined City Support and Staff Costs	$ 78,052.50

CITY OF
SIERRA
MADRE

STAFF REPORT

POLICE DEPARTMENT

DATE: April 14, 2026

TO: Honorable Mayor and City Council

FROM: Gustavo Barrientos, Police Chief
By: Julia Homaechevarria, Deputy City Attorney

SUBJECT: **Ordinance No. 1491 Amending Chapters 10.04 (DEFINITIONS), 10.08 (TRAFFIC REGULATIONS), and 10.12 (ADMINISTRATION AND ENFORCEMENT) of Title 10 (VEHICLES AND TRAFFIC) and amending Section 12.24.040 (TRAFFIC REGULATIONS) of Chapter 12.24 (PUBLIC PARKS AND RECREATION CENTERS) of Title 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) of the Sierra Madre Municipal Code– to Define and Regulate Electric Mobility Devices**

RECOMMENDATION

It is recommended that the City Council introduce by first reading Ordinance No. 1491, amending the Sierra Madre Municipal Code (SMMC) to include regulations for, and enforcement of, electric mobility vehicles.

SUMMARY

This Ordinance provides definitions for electric mobility devices, consistent with state law and provides regulations to address safety concerns and enforcement mechanisms as ridership continues to grow in popularity. The City Council conducted a first reading at its meeting on March 24, 2026, and provided direction to the City Attorney to make changes to Ordinance 1491. Staff made additional changes as requested and Ordinance No. 1491, as amended, is hereby presented before the City Council for first reading.

For additional information regarding Ordinance No. 1491 as read at the March 24, 2026 meeting, please see Attachment 1.

DISCUSSION & ANALYSIS

At the March 24, 2026, City Council meeting, the City Council considered an amendment to provide regulations and enforcement mechanisms for electric mobility devices. After deliberation, the City Council directed the City Attorney to make changes regarding the regulations of use of electric mobility device (specifically those for sidewalks and motorized scooters), what was referred to as a “central traffic district”, and enforcement for electric mobility devices surrounding impounding devices.

Changes to Sierra Madre Municipal Code Text Amendments

The changes to the regulations and definitions provided by Ordinance 1491 serve the following:

1. **Revised regulations specific to motorized scooter** – California Vehicle Code (CVC) Section 21235 prohibits motorized scooters from operating on a highway with a speed limit above 25 miles per hour (mph) unless within a bikeway or authorized to do so by a local authority on a highway with a speed limit of up to 35 mph. Section 21235 provides that a 15 mph maximum applies to operation of all motorized scooters on highways and bikeways regardless of a higher speed limit applicable to the highway. Section 21235 also states that motorized scooters shall not operate upon a sidewalk except as necessary to enter or leave adjacent property.

   However, Sierra Madre's only bike lane is on Sierra Madre Blvd from Lima to Michillinda. Therefore, it is impractical to mirror the CVC in both banning use on sidewalks and prohibiting use on roadways without bikeways where the speed limit is above 25 mph. Nonetheless, a scenario may exist where there is no bikeway, the speed limit is above 25 mph, motorized scooter speeds are below the normal speed of traffic in a roadway, the road is too narrow to safely pass a motorized scooter, and no sidewalk is available to them.

   Under Section 10.08.240, all electric mobility devices, including motorized scooters, are prohibited from use on sidewalks within the central core area except on driveways and when necessary to avoid hazardous conditions, debris, or other obstacles. Motorized scooters are still subject to the duty to operate an electric mobility device with due care under proposed Section 10.08.240 (C) which includes a provision that a "person operating electric mobility devices must use a reasonable and prudent speed under the conditions then existing—a maximum of 28 mph on roadways and 10 mph on sidewalks."

   The proposed ordinance amended the provision specific to motorized scooters within Section 10.08.240 (E) to include required compliance with the CVC speed limit of 15 mph for motorized scooters while also authorizing its use within the roadway where the speed limit is up to 35 mph (extending beyond the CVC's default of 25 mph). Sierra Madre does not have any posted speed limits above 35 mph, thus the proposed Section 10.08.240 (E) authorizes motorized scooters within the roadway throughout the city despite their maximum speed topping out at 15 mph.

   The proposed ordinance also states that motorized scooters shall operate in the roadway or bikeway rather than the sidewalk where practicable and consistent with the provisions of this code. The intent of this last provision is to balance safety concerns for pedestrians and encourage motorized scooters to utilize the roadway when it is safe to do so without implementing a city-wide ban on use in sidewalks.

   Given the range of conditions and safety concerns specific to Sierra Madre, City Council may still consider whether to include provisions mirroring CVC in banning use on sidewalks, limiting motorized scooters in the roadway for highways of speeds up to 25 mph, or any other regulations consistent with CVC Section 21235.

2. **Change all references of "Central Traffic District" to "Central Core Area"** – Current SMMC defines Central Traffic District in Section 10.04.020 and uses this term in Sections 10.08.220 ("Horses prohibited in central traffic district") and 10.08.230 ("Use of skateboards, etc. in the central traffic district."). However, the definition of central traffic district is ambiguous and refers back to a resolution from 1976 which is unavailable to the public or elsewhere in Municode. Amendments to the proposed ordinance include deleting 10.04.020 and replacing all references to central traffic district with "central core area" which is also referred to as "Measure V area". SMMC Section 17.35.050 defines the central core area and the area is clearly defined on the Downtown Area Map included as Attachment 4.

3. **Revised language regarding enforcement and seizure to be "storage" rather than "impound"** – impound and storage have different meanings based on the agency's control over the property and conditions for its release, with impoundment involving mandatory holding periods and discretionary release authority, while storage permits immediate retrieval upon payment of fees. Per CVC, an illegal e-bike, a motorized scooter, or anything considered a vehicle may be impounded. However, other electric mobility devices may be stored such as during enforcement of an underage rider. The amendments to the proposed ordinance now reflect an authorization to "store or impound" shared mobility devices and electric mobility devices.

4. **Revised language regarding exception to prohibition on sidewalks** – Proposed SMMC Section 10.08.240 (A) has been amended to reflect a clearer exception to the prohibition for use on sidewalks in the central core area for entering or leaving adjacent property and when necessary to leave the roadway or bikeway to avoid hazardous conditions.

5. **Addition of definitions for bikeway and roadway** – The proposed definition of "bikeway" reflects the definition from California Streets and Highways Code Section 890.4, meaning "all facilities that provide primarily for, and promote, bicycle travel, which includes bike paths or shared use paths, bike lanes, bike routes, cycle tracks or separated bikeways. The proposed definition of "roadway" reflects the definition from CVC Section 530 as the "portion of a highway or street improved, designed, or ordinarily used for vehicular travel." The amendments to the proposed ordinance include using this term for consistency where applicable.

6. **Revision of reasonable maximum speeds** – Under proposed Section 10.08.240 (C) regarding a duty to operate an electric mobility device with due care, the provision for reasonable and prudent speeds has been amended to provide a higher speed limit for electric mobility devices (28 mph on roadways and bikeways and 10 mph on sidewalks), consistent with a natural traffic speed in those setting.

7. **Revision of references to bikeways** - California Streets and Highways Code Section 890.4 defines "bikeway" to include bike paths, bike lanes, bike routes, and separated bikeways. All references in the proposed ordinance to "bike lane" have been revised to instead refer to the more inclusive term "bikeway".

8. **Helmet requirements for passengers** – Proposed Subsection 10.08.240 (F) has been revised for the helmet requirements for an operator of an electric mobility device who is under 18 years of age to also apply to any passengers under 18 years of age. This amendment in consistent with CVC Section 21212.

STRATEGIC PLAN RELATIONSHIP

Goal 4. Create Safe Streets - Ordinance No. 1491 is aligned with Goal 4 (Create Safe Streets) - PS 4.1 (Manage Traffic Patterns/Flows) and PS 4.2 (Encourage Active Modes of Transportation).

ENVIRONMENTAL ANALYSIS

CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment

FISCAL IMPACT

Apart from the staff time necessary to draft and implement this Ordinance, there is no impact to the General Fund as a result of the recommended action. Some staff time will also be necessary to educate the community and enforce the new ordinance, but this will be absorbed in the current General Fund budget.

Approved by:



_____

Michael Bruckner
City Manager

Attachments

1. 3-24-26 Ordinance No. 1491 Staff Report.pdf
2. Ordinance No. 1491.pdf
3. Proposed Amendments to SMMC.pdf
4. Map of Central Core Area.pdf

CITY OF
SIERRA MADRE

STAFF REPORT

CITY ATTORNEY

DATE: March 24, 2026

TO: Honorable Mayor and City Council

FROM: Aleks Giragosian, City Attorney
By: Julia Homaechevarria, Deputy City Attorney

SUBJECT: **Ordinance No. 1491 Amending Chapters 10.04 (Definitions), 10.08 (Traffic Regulations), and 10.12 (Administration and Enforcement) of Title 10 (Vehicles and Traffic) and Amending Section 12.24.040 (Traffic Regulations) of Chapter 12.24 (Public Parks and Recreation Centers) of Title 12 (Streets, Sidewalks and Public Places) of the Sierra Madre Municipal Code – To include Definitions and Regulations for Electric Mobility Device**

RECOMMENDATION

It is recommended that the City Council introduce by first reading Ordinance No. 1491, amending the Sierra Madre Municipal Code (SMMC) to include regulations for electric mobility vehicles.

SUMMARY

The City of Sierra Madre has experienced a rise in the number of electric bicycles (“e-bikes”) and other electric mobility devices operating on City streets, bike paths, and parks in recent years both as a form of recreation and as a means of transportation. As ridership has increased, so have complaints and concerns from the community regarding the safe operation of these vehicles. The proposed ordinance provides definitions for these devices consistent with state law and provides regulations to address safety concerns. In addition to the proposed ordinance, the Sierra Madre Police Department has been coordinating and preparing materials to engage in public outreach and education in the community.

DISCUSSION & ANALYSIS

Sierra Madre has a long history of supporting and celebrating active transportation and environmental sustainability. In recent years, the growing popularity of e-bikes, motorized scooters, electrically motorized boards, and low-speed vehicles (together, “ electric mobility devices”), particularly among school-aged youth has raised serious safety concerns in the community. Primary concerns include lack of helmets, operation on sidewalks with potential for pedestrian collisions, high speeds and or behaviors reckless to the setting, inappropriately parked devices in the right of way, and carrying more passengers than the device was designed for. Of particular concern is the potential for serious injury in e-bike or other electric mobility device accidents. Electric mobility device related injuries are more akin to traditional motor vehicle accidents, including internal bleeding, pelvic fractures, damage to vital organs, and brain trauma. Thus, prompting the need for regulation and enforcement for the safety of the community.

Safety Data

In September 2024, the federal Consumer Product Safety Commission (the "CPSC") published "Micromobility Products-Related Deaths, Injuries, and Hazard Patterns: 2017–2023," reviewing injuries associated with micromobility vehicles at a national level.[1] The CPSC report found that national micromobility vehicle injuries increased 158% between 2017 to 2023, equating to an average annual increase of 26%. The CPSC report also notes that children under 14 accounted for approximately 34% of injuries from 2017 to 2023, nearly double their 18% proportion of the U.S. population. In terms of scale, the CPSC report identified 373 fatalities associated with micromobility vehicles between 2017 and 2023 and nearly 450,000 emergency department visits associated with micromobility vehicles during the same period.

Similarly, a July 2024 study published by the University of California, San Francisco, analyzed injuries and hospitalizations from e-bikes, electric scooters, conventional bicycles, and conventional scooters from 2017 to 2022 (the "UCSF Study").[2] The UCSF study identified a significant increase in micromobility injuries during the study period and called for adoption of additional safety measures. Of particular note, the UCSF Study found that electric vehicle riders overall were significantly less likely to wear a helmet at the time of injury (43% vs. 52%) and alcohol involvement during injury was more common among e-bicyclists (7%) than conventional bicyclists (4%) and among e-scooter (9%) than scooter riders (3%).

Another study published in July 2024 by the American College of Surgeons looked at e-bike injuries and traffic violations throughout California, for the period 2018 to 2023 (the "ACS Study").[3] The ACS Study found that e-bike injury incidents in California increased 18.6-fold over the 5-year study period, from 184 to 3,429 events. For these same incidents, the severity of injury was higher for e-bikes than for traditional bicycles.

Existing California Law

California Vehicle Code Section 312.5 defines an "electric bicycle" as a bicycle that is equipped with fully operable pedals and an electric motor that does not exceed 750 watts of power. This code section further defines and regulates the various classifications of e-bikes as follows:

Table 1 - Existing CA E-Bike Regulations

Class	**Description**	**Maximum Speed** (miles per hour)	**Minimum Age Requirement**	**Helmet Required**
Class 1	Low-Speed Pedal-Assisted Electric Bicycle	20 mph	None	Riders <18 years only
Class 2	Low-Speed Throttle-Assisted Electric Bicycle			
Class 3	Speed Pedal-Assisted Electric Bicycle	28 mph[4]	16 years	All ages

Other relevant Existing California Vehicle Code provisions are summarized below:

- Section 21200. Electric bicycle riders are subject to all the provisions applicable to the driver of a motor vehicle. This includes prohibiting a rider from traveling at an unsafe speed for the conditions and stop sign requirements.
- Section 21201. Proper equipment is required, including brakes and lighting equipment at night.
- Section 21202. Riders must ride as close as practicable to the right-hand curb or edge.
- Section 21204. Riders shall not allow double-riding/ e-bikes shall only transport passengers if there is a seat specifically for the passenger or when using a child safety seat.
- Section 21212. Riders and passengers under the age of 18 must wear a helmet.
- Section 21213. Persons under the age of 16 shall not operate Class 3 electric bicycles.
- Section 24016(d). Prohibits modifying electric bicycles to change speed capacity, unless the mandated classification sticker appropriately replaces the former label indicating lower capacity.

Some high speed devices are outside of the state legal definition of electric bicycles despite being marketed as "e-bikes" because of higher speed, inclusion of a throttle, no pedals, or a combination of these factors. Devices with a maximum speed of 30 miles per hour meet the definition of "motorized bicycle or moped" and require a valid license to operate.[5] If the device exceeds 30 miles per hour, it is considered a motor-driven cycle and requires an M1 license to operate.[6] Recent State legislation has attempted to hold manufacturers accountable and prevent misrepresentation of device classes.[7]

Assembly Bill No. 2234[8] established the San Diego Electric Bicycle Safety Pilot Program and authorized local agencies within the County of San Diego, to adopt an ordinance or resolution that would prohibit a person under 12 years of age from operating a Class 1 or Class 2 electric bicycle. This is consistent with guidance from the Consumer Product Safety Commission (CPSC), which recommends that children under the age of 12 not operate any e-bike that travels more than 10 miles per hour. Under AB 2234, if an ordinance or resolution is adopted, the results of those traffic stops and actions taken must be submitted in a report to the Legislature.

Similarly, AB 1778[9] established the Marin Electric Bicycle Safety Pilot Program for Marin County which authorized local agencies to adopt an ordinance or resolution that prohibits a person under 16 years of age from operating a class 2 electric bicycle or require a person operating a class 2 electric bicycle to wear a bicycle helmet, as specified. This bill also requires a report of the safety impact of this program. The senate floor analysis for AB 1778 notes that "[r]eports back from these pilot programs may help inform how different age limits strike a balance between safety and the benefit of e-bikes in replacing car trips for teenagers."[10]

Vehicle Code 21 prohibits local agencies from adopting resolutions or ordinance regulating matters covered under the vehicle code except when the vehicle code expressly allows for it. Vehicle Code Sections 231, 21100, 21206, and 21207.5 allow cities to enact ordinances regulating the parking and operation of electric bicycles, as defined in California Vehicle Code Sections 231 and 312.5, on pedestrian facilities, bicycle facilities, and equestrian, hiking, and recreational trails. Vehicle Code Section 21282 allows cities to enact ordinances regulating the time, place, and manner of the operation of electric mobility devices.

Proposed Sierra Madre Municipal Code Amendments

A summary of the proposed amendments to SMMC includes:

1. **Amend Section 10.12.030 ("Shared mobility device") in Chapter 10.12 (ADMINISTRATION AND ENFORCEMENT) of Title 10 (VEHICLES AND TRAFFIC).** This section was adopted in a 2019 ordinance (No. 1408) for bicycles and scooters or any other wheeled device, other than an automobile or motorcycle, that is accessed via an on-demand portal and owned, managed, and maintained by a private entity for shared use by members of the public (e.g., Lime scooters and bikes, Bird scooters, etc.). The proposed amendment moves the definition of a "shared mobility device" to the definitions in Chapter 10.04 – DEFINITIONS and updates the definition to be consistent with CVC.
2. **Add Sections 10.04.200 ("Electric Mobility Device") and 10.04.210 ("Bicycle") to Chapter 10.04 ("DEFINITIONS").** "Electric mobility device" include electric bicycles, electric personal assistive mobility devices (e.g., Segways), electric motorized boards (e.g., electric skateboards/one-wheels), motorized scooters, pocket bikes, and low speed vehicles. Bicycles are defined separately but CVC definition expressly includes e-bikes. Other cities have referred to what is

proposed here as a "electric mobility device" instead as a "Motorized Wheeled Conveyance"[11] or "Electric Micromobility Vehicles"[12].

3. **Add Section 10.08.240 ("Use of Electric Mobility Devices") to Chapter 10.08 ("TRAFFIC REGULATIONS").** Establishes prohibitions and restrictions related to the use, riding, and operation of electric mobility devices, including:
    a. Sidewalks: Prohibits operation of electric mobility devices on sidewalks in the central traffic district & Prohibits operation of Class 3 e-bikes on all sidewalks
    b. Motorized Scooters: Prohibits operation of motorized scooters on sidewalks, on roads without a striped bicycle lane, and on roads where the posted speed limit is 40 miles per hour or greater.
    c. Duty of care: Requires operation of electric mobility devices with due care and at an appropriate speed for the circumstances and conditions. Clarifies that persons operating electric mobility devices on sidewalks shall yield right of-way to persons not operating such vehicles. Also includes minimum age limit of 16 years old for Class 3 electric bicycles, consistent with state law.
    d. Parks: Clarify that electric mobility devices in parks and other City facilities are governed by SMMC Section 12.24.040.
    e. Helmet requirements: Helmets are required for operators/riders under the age of 18 while on any electric mobility device. All ages must wear a helmet while operating a Class 3 e-bike.
4. **Add Section 10.08.250 ("Parking Electric Mobility Devices") to Chapter 10.08 ("TRAFFIC REGULATIONS").** Establishes prohibitions and restrictions related to the parking of electric mobility devices.
5. **Amend Section 10.12.040 ("Traffic regulations apply to person riding bicycles or animals") of Chapter 10.12 ("ADMINISTRATION AND ENFORCEMENT").** Amended to include electric mobility devices and clarification on the regulations that apply when a person is dismounted from their electric mobility device.
6. **Add Section 10.12.090 ("Electric mobility device enforcement") to Chapter 10.12 ("ADMINISTRATION AND ENFORCEMENT").** Establishes penalties for violations and provides for impounding devices abandoned in public right-of-way.
7. **Amend Section 12.24.040 ("Traffic regulations") of Chapter 12.24 ("PUBLIC PARKS AND RECREATION CENTERS") of Title 12 ("STREETS, SIDEWALKS AND PUBLIC PLACES").** Broadens the regulations within a public park or recreation center to include operation of an electric mobility device

Enforcement

The Sierra Madre Police Department is responsible for both the enforcement and education related to traffic safety, including the safe operation of electric mobility devices. The proposed updates to the SMMC aim to reflect the diversification of the electric mobility landscape, consistent with changes at the State level and terms defined in the California Vehicle Code, therefore enabling effective enforcement locally.

A violation of these proposed regulations would result in the following forms of enforcement: Warning 1, Warning 2, an opportunity to take an approved bicycle training safety course in lieu of receiving a citation, followed by an administrative citation upon the fourth incident. Potential bike safety and training courses to be issued as part of the 3rd violation are being investigated, but may include the Electric Bike Safety and Training Course developed by the California Highway Patrol.[13]

Next Steps

If the City Council introduces the ordinance by first reading on March 24th, staff anticipates bringing it back for a second reading and adoption on April 14th, to be effective May 14, 2026 (30 days after second reading).

The Sierra Madre Police Department developed a PowerPoint on e-bike safety and is working collaboratively on engaging the public through outreach and education. A public education campaign includes in-person education campaigns at schools, as well as virtual resources the city may choose to consider such as information on the city website, social media postings, and traditional media outreach. Staff are working with bike safety specialist John Lloyd on a public outreach message regarding safety for cyclists and drivers, encouraging active modes of transportation.

Should the ordinance be approved, it will be presented as part of the messaging for Community Bike Ride Day, which is on April 18, 2026.

STRATEGIC PLAN RELATIONSHIP

Ordinance No. 1491 is aligned with Goal 4 (Create Safe Streets) – PS 4.1 (Manage Traffic Patterns/Flow) and PS 4.2 (Encourage Active Modes of Transportation).

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

FISCAL IMPACT

Apart from the staff time necessary to draft and implement this Ordinance, there is no impact to the General Fund as a result of the recommended action. Some staff time will be necessary to educate the community and enforce the new ordinance, but this will be absorbed in the current General Fund budget.

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[1] Tark, James, "Micromobility-Related Deaths, Injuries, and Hazard Patterns" U.S. Consumer Product Safety Commission, September 2024. Online at https://www.cpsc.gov/s3fs-public/Micromobility-Products-Related-Deaths-Injuries-and-Hazard-Patterns_2017-2023.pdf

[2] Fernandez AN, Li KD, Patel HV, et al. Injuries With Electric vs Conventional Scooters and Bicycles. JAMA Netw Open. 2024;7(7):e2424131. doi:10.1001/jamanetworkopen.2024.24131. Online at https://jamanetwork.com/journals/jamanetworkopen/fullarticle/2821387

[3] Maa, J., Doucet, J., Ignacio, R., Alfrey, E., "Electric Bikes Are Emerging as Public Health Hazard" American College of Surgeons Bulletin, July/August 2024. Online at https://www.facs.org/for-medical-professionals/news-publications/news-and-articles/bulletin/2024/julyaugust-2024-volume-109-issue-7/electric-bikes-are-emerging-as-public-health-hazard/

[4] Any e-bike that assists the rider over 28 mph is not street legal as an "electric bicycle" and must stay off roads, sidewalks and multi-use trails and paths.

[5] CVC § 406.

[6] CVC § 405.

[7] Such as Assembly Bill 1774 and Senate Bill 1271.

[8] Online at https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB2234

[9] Online at https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202320240AB1778

[10] 05/29/2024 Senate Floor Analysis at Page 6.

[11] Anaheim Municipal Code Section 14.72.020.

[12] Chula Vista Municipal Code Chapter 10.73.

[13] Online at rise.articulate.com/share/yB3Hip8AYzOGdY0dqnd42mQ3k0c6Jza1#/.

Approved by:

_____

Michael Bruckner
City Manager

Attachments

1. Ord 1491 Electric Mobility Devices(434710.2).pdf
2. Electric Mobility Device Code Amendments(438410.3).pdf

ORDINANCE NO. 1491

AN ORDINANCE OF THE CITY OF SIERRA MADRE, CALIFORNIA, AMENDING CHAPTERS 10.04 (DEFINITIONS), 10.08 (TRAFFIC REGULATIONS), AND 10.12 (ADMINISTRATION AND ENFORCEMENT) OF TITLE 10 (VEHICLES AND TRAFFIC) AND AMENDING CHAPTER 12.24 (PUBLIC PARKS AND RECREATION CENTERS) OF TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) OF THE SIERRA MADRE MUNICIPAL CODE – TO INCLUDE DEFINITIONS AND REGULATIONS FOR ELECTRIC MOBILITY DEVICES

RECITALS

WHEREAS, California Vehicle Code Sections 21100, 21206, and 21207.5 allow cities to enact ordinances regulating the parking and operation of electric bicycles, as defined in California Vehicle Code Sections 231 and 312.5, on pedestrian facilities, bicycle facilities, and equestrian, hiking, and recreational trails; and

WHEREAS, California Vehicle Code Section 21282 allows cities to enact ordinances regulating the time, place, and manner of the operation of electric personal assistive mobility devices, as defined in California Vehicle Code Section 313, for the purpose of assuring the safety of pedestrians, including seniors, persons with disabilities, and others using sidewalks, bicycle paths, pathways, trails, bicycle lanes, streets, roads, and highways; and

WHEREAS, California Vehicle Code Section 21100 allows cities to enact ordinances regulating the operation of electrically motorized boards, as defined in California Vehicle Code Section 313.5, so long as such regulations do not duplicate or conflict with California Vehicle Code regulations of electrically motorized boards at California Vehicle Code Sections 21290 through 21296; and

WHEREAS, California Vehicle Code Section 21225 allows cities to enact ordinances to regulate the registration, parking, and operation on pedestrian or bicycle facilities and local city streets and highways of motorized scooters, as defined in California Vehicle Code Section 407.5, so long as that regulation is not in conflict with the California Vehicle Code; and

WHEREAS, California Vehicle Code Section 21266 allows cities to enact ordinances to restrict or prohibit the use of low-speed vehicles, as defined in California Vehicle Code Section 385.5, and may prohibit operation of low-speed vehicles in the roadway when acting as the primary traffic enforcement; and

WHEREAS, the City of Sierra Madre intends to promote the safety of persons using electric bicycles, electric personal assistive mobility devices, electrically motorized

boards, motorized scooters, and other similar vehicles (defined herein as “Electric Mobility Devices”) while maximizing recreational and active transportation opportunities and fully exempting disabled persons operating electric mobility devices from the proposed regulations; and

WHEREAS, the City Council has considered the gravity of potential injuries to persons and properties against the practicability and cost of implementing measures that would protect against the risk of such injuries; and

WHEREAS, the City Council has determined that the proposed regulations represent reasonable measures and enforcement mechanisms that can be implemented to promote the safe and efficient use of sidewalks, bicycle paths, pathways, trails, and bicycle lanes in the City.

THEREFORE, THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. Deletion. Section 10.04.020 (“Central traffic district”) is deleted from Chapter 10.04 (“DEFINITIONS”) of Title 10 (“VEHICLES AND TRAFFIC”) of the Sierra Madre Municipal Code.

SECTION 3. Amendment. Section 10.12.030 (“Shared mobility device”) of Chapter 10.12 (“ADMINISTRATION AND ENFORCEMENT”) of Title 10 (“VEHICLES AND TRAFFIC”) of the Sierra Madre Municipal Code is amended to read as follows, with additions denoted by underlined text and deletions denoted by struck-through text:

10.12.030 Shared mobility device.

A. Purpose. The purpose of this section is to prohibit shared mobility devices with dockless technology from being abandoned in the public right-of-way or on public property, or offered for use anywhere in the city by a private entity, so as to allow for adequate pedestrian traffic flow and to ensure the public health, safety and welfare of the city.

B. Definition.

"Dockless technology" systems consist of devices, such as bicycles or scooters that do not require fixed docking stations for users to receive or return units.

"Shared mobility device" ~~means any wheeled device, other than an automobile or motorcycle, that is powered by a motor or other power source, or to be powered by human propulsion; is accessed via an on-demand portal, whether a smartphone application, membership card, or similar method; is operated by a private entity that owns, manages, and maintains devices for shared use by members of the public; and is available to members of the public in unstaffed, self-service locations, except for those locations which are designated by the city.~~ Holds the same meaning as defined in Section 10.04.200. Shared mobility device does not include any power-driven device designed primarily for use by an individual with a mobility disability for the main purpose of indoor, or of both indoor or outdoor movement.

C. Prohibition.

1. It is unlawful to park, leave standing, leave lying, abandon, or otherwise place a shared mobility device with dockless technology in a public right-of-way or on public property anywhere within the city.

2. It is unlawful for a private entity to provide or offer for use a shared mobility device with dockless technology anywhere within the city.

D. Violations.

1. Any violation of this section is declared to be a public nuisance and is further subject to the administrative citation and criminal enforcement provisions of this code.

2. Police officers, those city employees designated by the city manager, and any party contracted by the city to specifically store or impound shared mobility devices are authorized to store or impound any shared mobility device that has been offered for use, abandoned and/or placed in a public right-of-way or on public property in violation of this chapter.

3. Any device not retrieved within thirty calendar days of notice shall be subject to disposal.

4. Impound of any device shall be subject to an impound fee established by city council through separate resolution.

SECTION 4. Addition. Sections and 10.04.015 ("Bicycle"), 10.04.020 ("Bikeway"), 10.04.162 ("Roadway"), 10.04.085 ("Electric Mobility Device") are added to Chapter 10.04 ("DEFINITIONS") of Title 10 ("VEHICLES AND TRAFFIC") of the Sierra Madre Municipal Code to read as follows:

10.04.015 Bicycle

"Bicycle" has the same meaning as in California Vehicle Code Section 231, which expressly includes e-bikes.

10.04.020 Bikeway.

"Bikeway" has the same meaning as in California Streets and Highways Code Section 890.4, meaning all facilities that provide primarily for, and promote, bicycle travel, which includes bike paths or shared use paths, bike lanes, bike routes, cycle tracks or separated bikeways.

10.04.162 Roadway.

"Roadway" means the portion of a highway or street improved, designed, or ordinarily used for vehicular travel.

10.04.085 Electric mobility device.

A. "Electric mobility device" includes the following, each as defined in the California Vehicle Code, as it may be amended from time to time:

1. "Electric bicycle" or "E-Bike" has the same meaning as in California Vehicle Code Section 312.5, meaning a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts. Classifications of electric bicycles are as follows:

a. "Class 1" has the same meaning given to such term in California Vehicle Code Section 312.5(a)(1), meaning a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour, and that is not capable of providing assistance to reach speeds greater than 20 miles per hour.

b. "Class 2" has the same meaning given to such term in California Vehicle Code Section 312.5(a)(2), meaning a bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.

c. "Class 3" has the same meaning given to such term in California Vehicle Code Section 312.5(a)(3), meaning a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour and is equipped with a speedometer.

2. "Electric personal assistive mobility device" has the same meaning as in California Vehicle Code Section 313, as it may be amended from time to time, meaning a self-balancing, nontandem two-wheeled device, that is not greater than 20 inches deep and 25 inches wide and can turn in place, designed to transport only one person, with an electric propulsion system averaging less than 750 watts (1 horsepower), the maximum speed of which, when powered solely by a propulsion system on a paved level surface, is no more than 12.5 miles per hour.

3. "Electrically motorized board" has the same meaning as in California Vehicle Code Section 313.5, as it may be amended from time to time, meaning a wheeled device with a floorboard designed to be stood upon when riding that is not greater than 60 inches deep and 18 inches wide, that is designed to transport only one person, and that has an electric propulsion system averaging less than 1,000 watts, the maximum speed of which, when powered solely by a propulsion system on a paved level surface, is no more than 20 miles per hour, but which may also be powered by human propulsion.

4. "Motorized scooter" has the same meaning as in California Vehicle Code Section 407.5(a), as it may be amended from time to time, meaning any two- wheeled device that has handlebars, has either a floorboard that is designed to be stood upon when riding or a seat and footrests in place of the floorboard, and is powered by an electric motor. This device may also be designed to be powered by human propulsion. For purposes of this section, a motorcycle, as defined in Section 400, a motor-driven cycle, as defined in California Vehicle Code Section 405, or a motorized bicycle or moped, as defined in California Vehicle Code Section 406, is not a motorized scooter.

5. "Pocket bike" has the same meaning as in California Vehicle Code Section 473(a), meaning a two-wheeled device having a seat or saddle for the use of the rider that is not designated or manufactured for highway use. A pocket bike does not include an off-highway motorcycle as defined by California Vehicle Code Section 436.

6. "Low speed vehicle" has the same meaning as in California Vehicle Code Section 385.5(a), as meaning a motor vehicle that has four wheels, can attain speeds between 20 miles per hour and 25 miles per hour on a paved level surface, and that has a gross vehicle weight of less than 3,000 pounds. A "low-speed vehicle" does not mean a golf cart as defined in California Vehicle Code Section 345.

B. "Electric mobility device" does not include mopeds as defined in California Vehicle Code Section 406, electric motorcycles as defined in California Vehicle Code Section 400, or other motor vehicles subject to registration and motor vehicle insurance requirements. "Electric mobility device" also does not include any mobility devices operated by any disabled persons for mobility or similar uses.

C. "Shared mobility device" means an electrically motorized board as defined in Section 313.5 of the Vehicle Code, motorized scooter as defined in Section 407.5 of the Vehicle Code, electric bicycle as defined in Section 312.5 of the Vehicle Code, bicycle as defined in Section 231 of the Vehicle Code, or other similar personal transportation device, except as provided in subdivision (b) of Section 415 of the Vehicle Code, that is made available to the public by a shared mobility service provider for shared use and transportation in exchange for financial compensation via a digital application or other electronic or digital platform.

SECTION 5. Addition. Sections 10.08.240 ("Use of Electric Mobility Devices") is added to Chapter 10.08 ("TRAFFIC REGULATIONS") of Title 10 ("VEHICLES AND TRAFFIC") of the Sierra Madre Municipal Code to read as follows:

10.08.240 Use of Electric Mobility Devices.

A. Sidewalks. No person shall operate an electric mobility device upon sidewalks in the central core area, as defined in 17.35.050, except:

1. on any area designated as a driveway or as necessary to enter or leave adjacent property; and

2. when reasonably necessary to leave the roadway or bikeway to avoid hazardous conditions, debris, or other obstacles.

B. No person shall operate an electric mobility device upon any equestrian, hiking or recreational trail. Nothing herein shall be deemed to prohibit operation of any electric bicycle upon any bikeway, bicycle trail, or any other location where a standard bicycle is permitted.

C. Duty to operate electric mobility devices with due care. All persons operating an electric mobility device must exercise due care under the circumstances and conditions then existing. Operating an electric mobility device in a manner that endangers or is likely to endanger persons or property is prohibited.

1. A person operating an electric mobility devices must use a reasonable and prudent speed—a maximum of 28 mph on roadways and 10 mph on sidewalks.

2. No person shall operate an electric mobility device in a manner it was not designed for, including carrying passengers when not intended for carrying passengers.

3. Persons operating electric mobility devices on sidewalks shall yield right of-way to persons not operating such vehicles.

4. No person operating an electric mobility device shall attempt to perform any acrobatic trick or stunt, including intentionally lifting one or more wheels into the air, while riding on a roadway or bikeway.

5. No person under the age of 16 may operate a class 3 electric bicycle, as required by California Vehicle Code Section 21213.

6. A person operating an electric mobility device must comply with all posted signage and City rules governing the use of paths, trails, parks, and other facilities.

7. No person shall operate an electric mobility device in a manner that violates California Vehicle Code or regulations within this code.

E. Motorized Scooters. Use of motorized scooters must comply with a 15 mph maximum speed, as required by California Vehicle Code Section 22411. A person may operate a motorized scooter in a roadway where the posted speed limit is up to 35 mph. Motorized scooters shall operate in the roadway or bikeway rather than the sidewalk where practicable and consistent with provisions of this code.

F. Helmets required.

1. No person under 18 years of age may operate or ride as a passenger upon any electric mobility device unless that person is wearing a properly fitted and fastened bicycle helmet, as required by California Vehicle Code Sections 21212, 21213, and 21235.

2. All persons operating a Class 3 electric bicycle must wear a properly fitted and fastened bicycle helmet in accordance with California Vehicle Code Section 21213.

G. Parks. Electric mobility devices in parks and other City facilities is governed by 12.24.040 of this code.

SECTION 6. Addition. Section 10.08.250 ("Parking electric mobility devices") is added to Chapter 10.08 ("TRAFFIC REGULATIONS") of Title 10 ("VEHICLES AND TRAFFIC") of the Sierra Madre Municipal Code to read as follows:

10.08.250 Parking electric mobility devices.

A. No person shall park or leave any electric mobility device upon any street, alley, bikeway, sidewalk in the central core area or adjacent to any place of public assembly in such a manner as to obstruct or hinder the free passage of pedestrians or other vehicles or devices permitted to use the same.

B. No person shall park or leave any electric mobility device within a crosswalk, loading zones, marked ADA-accessible parking spaces, or within a curb parallel to a bus stop.

SECTION 7. Amendment. Section 10.12.040 ("Traffic regulations apply to person riding bicycles or animals") of Chapter 10.12 ("ADMINISTRATION AND ENFORCEMENT") of Title 10 ("VEHICLES AND TRAFFIC") of the Sierra Madre Municipal Code is amended to read as follows, with additions denoted by underlined text and deletions denoted by struck-through text:

10.12.040 Traffic regulations apply to persons riding bicycles or animals.

A. Every person riding an electric mobility device or bicycle or riding or driving an animal upon a highway has all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by this chapter.

B. Whenever traffic control devices indicate no right- or left-hand turn or U-turn is permitted, no person operating an electric mobility device shall disobey the direction of any such sign, except where such person dismounts to make such turn.

C. At all times that a person is dismounted from the electric mobility device, bicycle, or animal in their immediate possession, such person shall then obey the regulations applicable to pedestrians.

SECTION 8. Addition. Section 10.12.090 ("Electric mobility device enforcement") is added to Chapter 10.12 ("ADMINISTRATION AND ENFORCEMENT") of Title 10 ("VEHICLES AND TRAFFIC") of the Sierra Madre Municipal Code to read as follows:

10.12.090 Electric mobility device enforcement.

A. Any violation of this code's regulations for electric mobility devices, is declared to be a public nuisance and is further subject to the administrative citation procedures under Chapter 1.18 of this code.

B. Police officers, those city employees designated by the city manager, and any party contracted by the city to specifically store or impound electric mobility devices are authorized to store or impound any electric mobility device that has been abandoned and/or placed in a public right-of-way or on public property in violation of this chapter.

1. Any device not retrieved within thirty calendar days of notice shall be subject to disposal.

2. Impound of any device shall be subject to an impound fee established by city council through separate resolution.

C. In the event the operator of the electric mobility device is a juvenile, officers will make every effort to contact the parent(s) or responsible guardian(s) of the said operator and advise them of the nature of the violation. This shall occur at the time of the stop or as soon as practical.

D. Each parent or legal guardian having custody and control of a minor who is issued an administrative citation for violation of this chapter shall be jointly and severally liable with such minor for payment of the administrative fine.

SECTION 9. Amendment. Section 12.24.040 ("Traffic regulations") of Chapter 12.24 ("PUBLIC PARKS AND RECREATION CENTERS") of Title 12 ("STREETS, SIDEWALKS AND PUBLIC PLACES") of the Sierra Madre Municipal Code is amended to read as follows, with additions denoted by underlined text and deletions denoted by struck-through text:

12.24.040 Traffic regulations.

It is unlawful for any person to commit or permit any of the hereinafter specified acts in any public park or recreation center in the city:

A. To fail to comply with all applicable provisions of the State Motor Vehicles Traffic laws in regard to equipment and operation of vehicles together with such regulations as are contained in this and other city ordinances;

B. To drive a vehicle, or operate an electric mobility device in any park at a speed greater than is reasonable or prudent, having due regard for the traffic on, and the surface and width of, roadway, and in any event at a speed in excess of ten miles per hour;

C. To ride or drive any bicycle, electric mobility device, or motor vehicle elsewhere than on roads, trails or driveways, provided for that purpose;

D. To park or stand a bicycle or vehicle in other than a designated parking area, and such use shall be in accordance with posted directions thereat;

E. To fail to observe carefully all traffic signs indicating speed, direction, caution, stopping or parking, and all others posted for proper control and to safeguard life and property;

F. The ~~recreation director, or other authorized representative of the community services commission,~~ city manager or police chief~~,~~ may close or barricade any traffic and all park roads, driveways or parking areas at any time or direct traffic thereon as may be necessary.

SECTION 10. Amendment. Section 10.08.220 ("Horses prohibited in central traffic district") of Chapter 10.08 ("TRAFFIC REGULATIONS") of Title 10 ("VEHICLES AND TRAFFIC") of the Sierra Madre Municipal Code is amended to read as follows, with additions denoted by underlined text and deletions denoted by struck-through text:

10.08.220 Horses prohibited in central core area traffic district.

No person shall ride, lead or drive a horse in the central core area as defined in Section 17.35.050. ~~central traffic district of the city as depicted in Exhibit A attached to the ordinance codified in this section and kept on file in office of the city clerk. The central traffic district was established by the city council in Resolution No. 76-38.~~

SECTION 11. Amendment. Section 10.08.230 ("Use of skateboards, etc. in the central traffic district") of Chapter 10.08 ("TRAFFIC REGULATIONS") of Title 10 ("VEHICLES AND TRAFFIC") of the Sierra Madre Municipal Code is amended to read as follows, with additions denoted by underlined text and deletions denoted by struck-through text:

10.08.230 Use of skateboards, etc. in the central core area ~~traffic district~~.

A. No person shall operate or use any skateboard, roller skates, roller blades, or other similar device upon:

1. Any roadway or sidewalk in the central core area~~traffic district~~;

2. Any parking lot, sidewalk, walkway, or other portion of the buildings, property, or premises of the Sierra Madre City Hall, located at 232 West Sierra Madre Boulevard; the Sierra Madre Public Library, located at 440 West Sierra Madre Boulevard; the Sierra Madre Fire Department, located at 242 West Sierra Madre Boulevard; and the Sierra Madre Police Department, located at 242 West Sierra Madre Boulevard and any other place specified by resolution of the city council and identified by signs making references to this section.

B. A person violating subsection A of this section shall be punishable as follows:

1. A first violation within a twelve-month period shall be an infraction punishable by a fine of not more than one hundred dollars.

2. A second violation within a twelve-month period shall be an infraction punishable by a fine of not more than two hundred dollars.

3. A third violation within a twelve-month period shall be an infraction punishable by a fine of not more than five hundred dollars.

4. A fourth or further violation within a twelve-month period shall be a misdemeanor punishable, as provided in Section 1.12.010 of this code.

SECTION 12. CEQA. These code amendments are exempt from environmental review under the California Environmental Quality Act because they are regulatory and enforcement measures that will not result in any direct or indirect physical impacts on the environment, and which are further exempted from review under the California Environmental Quality per California Code of Regulations, title 14, section 15321, which exempts enforcement of laws, general rules, standards, and objectives administered or adopted by the agency from environmental review.

SECTION 13. Severability. If any sections, subsections, subdivisions, paragraph, sentence, clause or phrase of this Ordinance or any part hereof or exhibit hereto is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance or any part thereof or exhibit thereto. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraph, sentences, clauses or phrases be declared invalid.

SECTION 14. Certification. Pursuant to Government Code Section 36932, the City Clerk shall certify the passage, approval, and adoption of this Ordinance by the City Council.

SECTION 15. Publication. Pursuant to Government Code Section 36933, the City Clerk shall cause this Ordinance to be published or posted.

SECTION 16. Records. Pursuant to Government Code Section 40801, proof of certification and publication shall be entered in the book of Ordinances of the City Council.

SECTION 17. Effective Date. Pursuant to Government Code Section 36937, this Ordinance shall take effect thirty days after its adoption.

PASSED, APPROVED, AND ADOPTED this 14th day of April, 2026.

_____
Kristine Lowe, Mayor

I HEREBY CERTIFY that the foregoing Ordinance was introduced by first reading on the ___ day of _____ 2026, and duly adopted at a regular meeting held on the ___ day of _____ 2026, by the City Council of the City of Sierra Madre, California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Laura Aguilar, City Clerk

10.04.015 Bicycle

"Bicycle" has the same meaning as in California Vehicle Code Section 231, which expressly includes e-bikes.

~~10.04.020 Central traffic district.~~

~~"Central traffic district" means all streets and portions of streets within the area as may be prescribed by resolution of the city council.~~

10.04.020 Bikeway

"Bikeway" has the same meaning as in California Streets and Highways Code Section 890.4, meaning all facilities that provide primarily for, and promote, bicycle travel, which includes bike paths or shared use paths, bike lanes, bike routes, cycle tracks or separated bikeways.

10.04.162 Roadway

"Roadway" means the portion of a highway or street improved, designed, or ordinarily used for vehicular travel.

10.04.085 Electric mobility device.

A. "Electric mobility device" includes the following, each as defined in the California Vehicle Code, as it may be amended from time to time:

1. "Electric bicycle" or "E-Bike" has the same meaning as in California Vehicle Code Section 312.5, meaning a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts. Classifications of electric bicycles are as follows:

a. "Class 1" has the same meaning given to such term in California Vehicle Code Section 312.5(a)(1), meaning a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour, and that is not capable of providing assistance to reach speeds greater than 20 miles per hour.

b. "Class 2" has the same meaning given to such term in California Vehicle Code Section 312.5(a)(2), meaning a bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.

c. "Class 3" has the same meaning given to such term in California Vehicle Code Section 312.5(a)(3), meaning a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour and is equipped with a speedometer.

2. "Electric personal assistive mobility device" has the same meaning as in California Vehicle Code Section 313, as it may be amended from time to time, meaning a self-balancing, nontandem two-wheeled device, that is not greater than 20 inches deep and 25 inches wide and can turn in place, designed to transport only one person, with an electric propulsion system averaging less than 750 watts (1 horsepower), the maximum speed of which, when powered solely by a propulsion system on a paved level surface, is no more than 12.5 miles per hour.

3. "Electrically motorized board" has the same meaning as in California Vehicle Code Section 313.5, as it may be amended from time to time, meaning a wheeled device with a floorboard designed to be stood upon when riding that is not greater than 60 inches deep and 18 inches wide, that is designed to transport only one person, and that has an electric propulsion system averaging less than 1,000 watts, the maximum speed of which, when powered solely by a propulsion system on a paved level surface, is no more than 20 miles per hour, but which may also be powered by human propulsion.

4. "Motorized scooter" has the same meaning as in California Vehicle Code Section 407.5(a), as it may be amended from time to time, meaning any two- wheeled device that has handlebars, has either a floorboard that is designed to be stood upon when riding or a seat and footrests in place of the floorboard, and is powered by an electric motor. This device may also be designed to be powered by human propulsion. For purposes of this section, a motorcycle, as defined in Section 400, a motor-driven cycle, as defined in California Vehicle Code Section 405, or a motorized bicycle or moped, as defined in California Vehicle Code Section 406, is not a motorized scooter.

5. "Pocket bike" has the same meaning as in California Vehicle Code Section 473(a), meaning a two-wheeled device having a seat or saddle for the use of the rider that is not designated or manufactured for highway use. A pocket bike does not include an off-highway motorcycle as defined by California Vehicle Code Section 436.

6. "Low speed vehicle" has the same meaning as in California Vehicle Code Section 385.5(a), as meaning a motor vehicle that has four wheels, can attain speeds between 20 miles per hour and 25 miles per hour on a paved level surface, and that has a gross vehicle weight of less than 3,000 pounds. A "low-speed vehicle" does not mean a golf cart as defined in California Vehicle Code Section 345.

B. "Electric mobility device" does not include mopeds as defined in California Vehicle Code Section 406, electric motorcycles as defined in California Vehicle Code Section 400, or other motor vehicles subject to registration and motor vehicle insurance requirements. "Electric mobility device" also does not include any mobility devices operated by any disabled persons for mobility or similar uses.

C. "Shared mobility device" means an electrically motorized board as defined in Section 313.5 of the Vehicle Code, motorized scooter as defined in Section 407.5 of the Vehicle Code, electric bicycle as defined in Section 312.5 of the Vehicle Code, bicycle as defined in Section 231 of the Vehicle Code, or other similar personal transportation device, except as provided in subdivision (b) of Section 415 of the Vehicle Code, that is made available to the public by a shared mobility service provider for shared use and transportation in exchange for financial compensation via a digital application or other electronic or digital platform.

10.08.220 Horses prohibited in central core area ~~traffic district~~.

No person shall ride, lead or drive a horse in the central core area as defined in Section 17.35.050. ~~central traffic district of the city as depicted in Exhibit A attached to the ordinance codified in this section and kept on file in office of the city clerk. The central traffic district was established by the city council in Resolution No. 76-38.~~

10.08.230 Use of skateboards, etc. in the central core area ~~traffic district~~.

A. No person shall operate or use any skateboard, roller skates, roller blades, or other similar device upon:

1. Any roadway or sidewalk in the central core area~~traffic district~~;

2. Any parking lot, sidewalk, walkway, or other portion of the buildings, property, or premises of the Sierra Madre City Hall, located at 232 West Sierra Madre Boulevard; the Sierra Madre Public Library, located at 440 West Sierra Madre Boulevard; the Sierra Madre Fire Department, located at 242 West Sierra Madre Boulevard; and the Sierra Madre Police Department, located at 242 West Sierra Madre Boulevard and any other place specified by resolution of the city council and identified by signs making references to this section.

B. A person violating subsection A of this section shall be punishable as follows:

1. A first violation within a twelve-month period shall be an infraction punishable by a fine of not more than one hundred dollars.

2. A second violation within a twelve-month period shall be an infraction punishable by a fine of not more than two hundred dollars.

3. A third violation within a twelve-month period shall be an infraction punishable by a fine of not more than five hundred dollars.

4. A fourth or further violation within a twelve-month period shall be a misdemeanor punishable, as provided in Section 1.12.010 of this code.

10.08.240 Use of Electric Mobility Devices.

A. Sidewalks. No person shall operate an electric mobility device upon sidewalks in the central core area, as defined in 17.35.050, except:

1. on any area designated as a driveway or as necessary to enter or leave adjacent property; and

2. when reasonably necessary to leave the roadway or bikeway to avoid hazardous conditions, debris, or other obstacles.

B. No person shall operate an electric mobility device upon any equestrian, hiking or recreational trail. Nothing herein shall be deemed to prohibit operation of any electric bicycle upon any bikeway, bicycle trail, or any other location where a standard bicycle is permitted.

C. Duty to operate electric mobility devices with due care. All persons operating an electric mobility device must exercise due care under the circumstances and conditions then existing. Operating an electric mobility device in a manner that endangers or is likely to endanger persons or property is prohibited.

1. A person operating an electric mobility device must use a reasonable and prudent speed under the conditions then existing—a maximum of 28 mph in roadways and bikeways and 10 mph on sidewalks.

2. No person shall operate an electric mobility device in a manner it was not designed for, including carrying passengers when not intended for carrying passengers.

3. Persons operating electric mobility devices on sidewalks shall yield right of-way to persons not operating such vehicles.

4. No person operating an electric mobility device shall attempt to perform any acrobatic trick or stunt, including intentionally lifting one or more wheels into the air, while riding on a highway or bikeway.

5. No person under the age of 16 may operate a class 3 electric bicycle, as required by California Vehicle Code Section 21213.

6. A person operating an electric mobility device must comply with all posted signage and City rules governing the use of paths, trails, parks, and other facilities.

7. No person shall operate an electric mobility device in a manner that violates California Vehicle Code or regulations within this code.

E. Motorized Scooters. Use of motorized scooters must comply with a 15 mph maximum speed, as required by California Vehicle Code Section 22411. A person may operate a motorized scooter in a roadway where the posted speed limit is up to 35 mph. Motorized scooters shall operate in the roadway or bikeway rather than the sidewalk where practicable and consistent with provisions of this code.

F. Helmets required.

1. No person under 18 years of age may operate or ride as a passenger upon any electric mobility device unless that person is wearing a properly fitted and fastened bicycle helmet, as required by California Vehicle Code Sections 21212 and 21235.

2. All persons operating a Class 3 electric bicycle must wear a properly fitted and fastened bicycle helmet in accordance with California Vehicle Code Section 21213.

G. Parks. Electric mobility devices in parks and other City facilities is governed by 12.24.040 of this code.

10.08.250 Parking electric mobility devices.

A. No person shall park or leave any electric mobility device upon any street, alley, bikeway, sidewalk in any business district or adjacent to any place of public assembly in such a manner as to obstruct or hinder the free passage of pedestrians or other vehicles or devices permitted to use the same.

B. No person shall park or leave any electric mobility device within a crosswalk, loading zones, marked ADA-accessible parking spaces, or within a curb parallel to a bus stop.

10.12.030 Shared mobility device.

A. Purpose. The purpose of this section is to prohibit shared mobility devices with dockless technology from being abandoned in the public right-of-way or on public property, or offered for use anywhere in the city by a private entity, so as to allow for adequate pedestrian traffic flow and to ensure the public health, safety and welfare of the city.

B. Definition.

"Dockless technology" systems consist of devices, such as bicycles or scooters that do not require fixed docking stations for users to receive or return units.

"Shared mobility device" ~~means any wheeled device, other than an automobile or motorcycle, that is powered by a motor or other power source, or to be powered by human propulsion; is accessed via an on-demand portal, whether a smartphone application, membership card, or similar method; is operated by a private entity that owns, manages, and maintains devices for shared use by members of the public; and is available to members of the public in unstaffed, self-service locations, except for those locations which are designated by the city.~~ Holds the same meaning as defined in Section 10.04.200. Shared mobility device does not include any power-driven device designed primarily for use by an individual with a mobility disability for the main purpose of indoor, or of both indoor or outdoor movement.

C. Prohibition.

1. It is unlawful to park, leave standing, leave lying, abandon, or otherwise place a shared mobility device with dockless technology in a public right-of-way or on public property anywhere within the city.

2. It is unlawful for a private entity to provide or offer for use a shared mobility device with dockless technology anywhere within the city.

D. Violations.

1. Any violation of this section is declared to be a public nuisance and is further subject to the administrative citation and criminal enforcement provisions of this code.

2. Police officers, those city employees designated by the city manager, and any party contracted by the city to specifically store or impound shared mobility devices are authorized to store or impound any shared mobility device that has been offered for use, abandoned and/or placed in a public right-of-way or on public property in violation of this chapter.

3. Any device not retrieved within thirty calendar days of notice shall be subject to disposal.

4. Impound of any device shall be subject to an impound fee established by city council through separate resolution.

10.12.040 Traffic regulations apply to persons riding bicycles or animals.

A. Every person riding an electric mobility device or bicycle or riding or driving an animal upon a highway has all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by this chapter.

B. Whenever traffic control devices indicate no right- or left-hand turn or U-turn is permitted, no person operating an electric mobility device shall disobey the direction of any such sign, except where such person dismounts to make such turn.

C. At all times that a person is dismounted from the electric mobility device, bicycle, or animal in their immediate possession, such person shall then obey the regulations applicable to pedestrians.

10.12.090 Electric mobility device enforcement.

A. Any violation of this code's regulations for electric mobility devices, is declared to be a public nuisance and is further subject to the administrative citation and criminal enforcement provisions of this code.

B. Police officers, those city employees designated by the city manager, and any party contracted by the city to specifically store or impound electric mobility devices are authorized to store or impound any electric mobility device that has been abandoned and/or improperly parked in a public right-of-way or on public property in violation of this chapter.

1. Any device not retrieved within thirty calendar days of notice shall be subject to disposal.

2. Impound of any device shall be subject to an impound fee established by city council through separate resolution.

C. In the event the operator of the electric mobility device is a juvenile, officers will make every effort to contact the parent(s) or responsible guardian(s) of the said operator and advise them of the nature of the violation. This shall occur at the time of the stop or as soon as practical.

D. Each parent or legal guardian having custody and control of a minor who is issued an administrative citation for violation of this chapter shall be jointly and severally liable with such minor for payment of the administrative fine.

12.24.040 Traffic regulations.

It is unlawful for any person to commit or permit any of the hereinafter specified acts in any public park or recreation center in the city:

A. To fail to comply with all applicable provisions of the State Motor Vehicles Traffic laws in regard to equipment and operation of vehicles together with such regulations as are contained in this and other city ordinances;

B. To drive a vehicle or operate an electric mobility device in any park at a speed greater than is reasonable or prudent, having due regard for the traffic on, and the surface and width of, roadway, and in any event at a speed in excess of ten miles per hour;

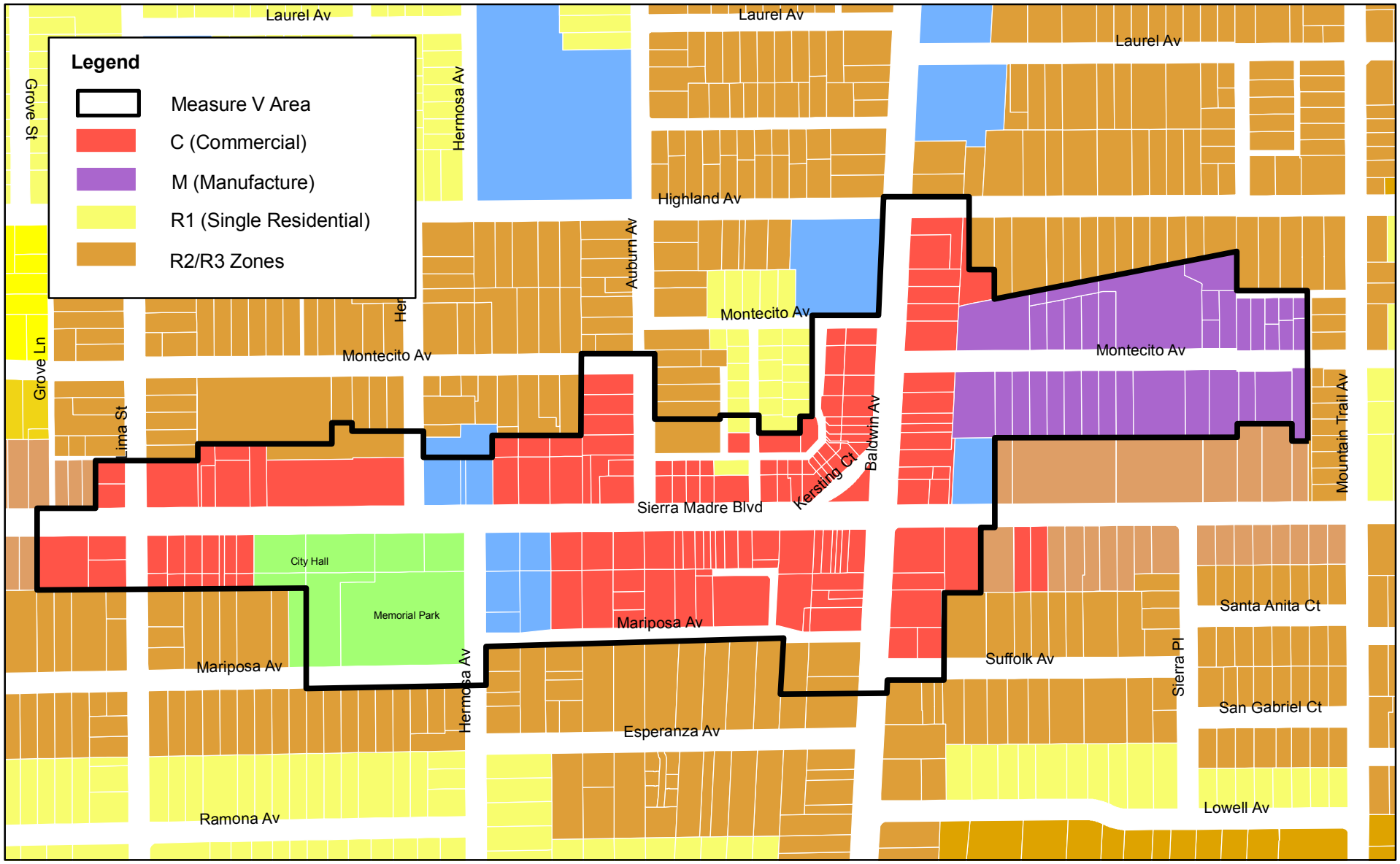
C. To ride or drive any bicycle, electric mobility device, or motor vehicle elsewhere than on roads, trails or driveways, provided for that purpose;

D. To park or stand a bicycle or vehicle in other than a designated parking area, and such use shall be in accordance with posted directions thereat;

E. To fail to observe carefully all traffic signs indicating speed, direction, caution, stopping or parking, and all others posted for proper control and to safeguard life and property;

F. The ~~recreation director, or other authorized representative of the community services commission,~~ city manager or police chief~~,~~ may close or barricade any traffic and all park roads, driveways or parking areas at any time or direct traffic thereon as may be necessary.

Downtown Area Map



Prepared by Development Services Staff, 02/02/2009

CITY OF
SIERRA
MADRE

STAFF REPORT

CITY MANAGER'S OFFICE

DATE: April 14, 2026

TO: Honorable Mayor and City Council

FROM: Miguel Hernandez, Assistant City Manager
By: Sophia Conchas, Administrative Analyst

SUBJECT: **Resolution No. 26-29 Rescinding Resolution No. 26-16 and Provide Direction on Funding the Downtown Parking Study**

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 26-29 rescinding Resolution No. 26-16 and provide direction on funding the Downtown Parking Study.

SUMMARY

On March 24, 2026, the City Council adopted Resolution No. 26-16 authorizing a supplemental budget appropriation from the Downtown Assessment District for the Downtown Parking Study. Following consultation with the City's district engineer, NBS Government Finance Group, staff has determined that this appropriation is outside the statutory scope of authorized improvements under the Landscaping and Lighting Act of 1972 (Streets and Highways Code §22500 et seq.). Furthermore, the FY 2025-26 adopted Capital Improvement Budget included an appropriation of District funds for the Mariposa and Auburn Parking Lot Resurfacing Project. Although the FY 2025-26 Engineer's Report included a line item for "Parking Lot Maintenance" it has been determined that this budget was not intended for this use. This report requests corrective action to rescind the District appropriation for the Downtown Parking Study and provide direction on the use of General Fund reserves to fund the parking study should the City Council wish to proceed.

DISCUSSION & ANALYSIS

The City of Sierra Madre Downtown Landscaping and Lighting Maintenance Assessment District was established on January 26, 2021, consolidating four prior special assessment districts. The District is authorized and operates under the Landscaping and Lighting Act of 1972.

Parking Lot Improvements (FY 2025-26 Budget)
The FY 2025-26 Adopted Budget included a capital appropriation of $73,500 from District Fund 32012 for Downtown City Parking Lot Improvements. This appropriation funded resurfacing and related work at the Auburn Avenue and Mariposa Avenue public parking lots. That work has been completed and the funds have been expended.

Downtown Parking Study (City Council Action — March 24, 2026)

At its March 24, 2026 regular meeting, the City Council approved an appropriation of $50,000 from District Fund for a Downtown Parking Study covering parking utilization, EV charger siting, striping, and wayfinding within the downtown district boundaries. Staff subsequently consulted with NBS Government Finance Group, the City's district engineer, regarding the statutory eligibility of both expenditures. NBS has advised as follows:

Under Streets and Highways Code §22525, "improvement" is defined as landscaping, lighting, ornamental structures, appurtenant facilities (including grading, curbs, gutters, sidewalks, and paving), and park or recreational improvements. Parking lots and parking infrastructure are not enumerated as authorized improvements.

While §22525(d) allows improvements "appurtenant" to authorized improvements, including paving and grading, this provision applies only where such work is necessary for the maintenance or servicing of an authorized improvement (e.g., landscaping or lighting within a parking lot). General parking lot resurfacing, crack filling, and seal coating fall outside this scope.

Similarly, a parking utilization and planning study, while scoped within district boundaries, does not constitute an authorized improvement or an incidental expense directly tied to an authorized improvement under §22526.

FY 2025-26 Engineers Report & Public Works Operating Budget

NBS has confirmed that the "Parking Lot Maintenance" line item in the FY 2025-26 Engineer's Reports was intended to cover only landscaping, trees, and lighting within the parking lots, not the parking surface itself, and that this distinction was discussed at district formation but was not clearly reflected in subsequent budget descriptions. NBS will update the Engineer's Report language for FY 2026-27 to clarify this scope.

The expenditure of District funds for parking lot resurfacing was made in good faith based on an adopted budget, prior staff guidance, and an ambiguous Engineer's Report language. No finding of impropriety is made or implied; however, to restore the District fund to its proper balance and ensure fiscal compliance, the Finance Department is charging this expense to the General Fund. The FY 2025-26 Public Works Department operating budget has sufficient funding for this expense, and no additional appropriation is required.

Downtown Assessment Fund & Next Steps

Upon further review of Downtown Assessment District Fund expenses, it was discovered that City legal fees unrelated to the assessment district were also being charged to the Fund. Staff is working on correcting this issue as well through administrative changes. No further City Council action is required for this.

As reported, the Downtown Parking Study cannot be funded through the use of District Funds. Should the City Council still wish to proceed with the study, a supplemental appropriation from the General Fund is required to move forward with the study. If the City Council does not authorize the funds, the study will be tabled and no further action is needed.

STRATEGIC PLAN RELATIONSHIP

This item supports the City’s goals related to fiscal responsibility, transparency, and compliance with applicable regulations.

ENVIRONMENTAL ANALYSIS

Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities

FISCAL IMPACT

The charges to the Downtown Assessment District Fund are being adjusted administratively and no further City Council action is required. Because the Downtown Parking Study is not an applicable use of District Funds, should the City Council still wish to proceed with the study, it is recommended that an a supplemental appropriation be authorized from the General Fund Reserve. The City Council can amend Resolution No. 26-29 as necessary.

Approved by:



_____

Michael Bruckner
City Manager

Attachments

1. Resolution 26-29.pdf

RESOLUTION NO. 26-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE RESCINDING A BUDGET APPROPRIATION FROM THE DOWNTOWN ASSESSMENT DISTRICT FOR THE SIERRA MADRE DOWNTOWN PARKING STUDY.

WHEREAS, the City Council (the "City Council") of the City of Sierra Madre (the "City") has authority to approve budget appropriations and amendments pursuant to applicable law and City policy; and

WHEREAS, on February 24, 2026, the City Council adopted Resolution No. 26-16 approving a budget appropriation in the amount of $49,995 from the Downtown Assessment District (Fund 32012) for the Sierra Madre Downtown Parking Study; and

WHEREAS, the City Council has determined that it is appropriate to rescind the previously approved budget appropriation;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby rescinds the budget appropriation in the amount of $49,995 from the Downtown Assessment District (Fund 32012) for the Sierra Madre Downtown Parking Study, as previously approved by Resolution No. 26-19.

SECTION 2. The funds shall be returned to the available fund balance of the Downtown Assessment District (Fund 32012).

APPROVED AND ADOPTED this 14th day of April, 2026

CITY OF SIERRA MADRE:

_____
Kristine Lowe, Mayor

APPROVED AS TO FORM:

_____
Aleks Giragosian, City Attorney

I, LAURA AGUILAR, CITY CLERK of the City of Sierra Madre do hereby certify that the foregoing **Resolution 26-29** was adopted at a Regular Meeting of the City Council of the City of Sierra Madre held on the 14th day of April, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Sierra Madre, California, this 14th day of April, 2026

_____

Laura Aguilar, City Clerk