** Revised **

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, August 25, 2026, 5:30 PM

City Council Chambers, 232 W. Sierra Madre Blvd.

The public may participate via Zoom by clicking the following link:
Zoom Webinar Link in Compliance with SB707

Council Member Parkhurst will participate remotely from
Aiden Hotel Sacramento Downtown
1111 H Street
Sacramento, CA 95814

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

A. Mayor Lowe

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. Personnel
Conference with Labor Negotiator
G.C. 54957.6
City negotiator: City Manager Michael Bruckner and Assistant City Manager Miguel Hernandez
Employee Organizations: Police Association and Sierra Madre Professional Firefighters' Association

B. Conference with Legal Counsel
Anticipated Litigation
Pursuant to Government Code 54956.9 (d)(2)

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. Update on Solar 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.

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. **Approval of City Council meeting minutes from July 14, 2026 Regular meeting**
Recommendation: Approve
Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities.

B. **Approval of City Council meeting minutes from August 19, 2026 Special meeting**
Recommendation: Approve
Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities.

C. **Resolution No. 26-76 Approval of Warrants for Payment**
Recommendation: Approve
Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities.

D. **Resolution No. 26-77 Approval of Warrants for Payment**
Recommendation: Approve
Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities.

E. **Resolution No. 26-78 Approval of Warrants for Payment**
Recommendation: Approve
Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities.

F. **First Amendment to the Professional Services Agreement with Rogers, Anderson, Malody & Scott LLP (RAMS)**
Recommendation: Approve
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.

G. **Purchase Order with Ethos Fire LLC for Firefighter Turnout Gear Utilizing Sourcewell Cooperative Purchasing Contract No. 010424-MNP in Amount not to Exceed $154,561**
Recommendation: Approve
Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities.

H. Fourth Amendment to the Professional Services Agreement with Willdan Engineering for Consultant Services for the Senior Minor Home Rehabilitation Program

Recommendation: Approve

Not a CEQA Project under: 14 CCR 15378(b)(2)- continuing administrative or maintenance activities.

I. Amendment No. 2 to the Professional Services Agreement with The Vertex Companies, LLC for Additional Construction Administration Services for the Library Remodel and Construction Expansion Project

Recommendation: Approve

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.

J. Acceptance of the Library Remodel and Construction Expansion Project and Authorization to Record a Notice of Completion

Recommendation: Approve

Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities.

K. Resolution No. 26-81 Authorizing a Supplemental Budget Appropriation from the Water Fund Reserve in the Amount of $63,270 and Sewer Fund Reserve in the Amount of $105,095 and Approval of a Professional Services Agreement with Civiltec Engineering, Inc. for Water and Sewer System Facilities Master Plan Updates and Hydraulic Models in an Amount Not to Exceed $468,365

Recommendation: Approve

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.

L. Professional Services Agreement with Tiger Eye Engineering, LLC for the Pavement Management Plan Update in a Not to Exceed Amount of $25,000

Recommendation: Approve

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.

M. Construction Contract for the Pressure-Regulating Valve Replacement Project, CIP No. WS-27002, to J.A. Salazar Construction & Supply Corporation in an Amount Not to Exceed $198,958 and Adoption of Resolution No. 26-83 Reallocating $98,958 in Water Enterprise Fund Capital Improvement Program Appropriations

Recommendation: Approve

CEQA Project, exempt under: 14 CCR 15061(b)(2)- categorical exemption. The project is exempt under 14 CCR 15301(d) because it involves the restoration or rehabilitation of deteriorated structures, facilities, or equipment to meet current standards of public health and safety.

N. Maintenance Services Agreement with West Coast Arborists, Inc. for Citywide Tree Maintenance Services, in an Amount Not to Exceed $200,000 Annually for an Initial Three Year Period with Two One-Year Optional Renewals

Recommendation: Award Contract

Not a CEQA Project under: 14 CCR 15378(b)(2)- continuing administrative or maintenance activities.

O. **Maintenance Services Agreement with Mariposa Landscapes, Inc. for Citywide Landscape Maintenance Services for a Three Year Period in an Amount Not to Exceed $228,954.48 Annually, with Two Optional One-Year Renewals**

Recommendation: Award Contract

Not a CEQA Project under: 14 CCR 15378(b)(2)- continuing administrative or maintenance activities.

P. **Second Reading of Ordinance No. 1497 Amending Ch. 8.13 (Construction and Demolition Waste Disposal) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code**

Recommendation: Approve

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.

11. DISCUSSION ITEMS

A. **Report, Discussion and Direction Regarding the Sierra Madre Multimodal Transportation and Circulation Plan Update**

Recommendation: Receive and file this report

Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities.

B. **Creation of an Ad Hoc Committee to Assist with the Design of a Community Survey**

Recommendation: Create Ad-Hoc Committee and Assign Council Members

Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities.

C. **Report, Discussion, and Direction Regarding the Application of the City's Utility Users Tax (UUT) to Online Streaming Services**

Recommendation: Provide direction regarding the potential application of the City's Utility Users Tax (UUT) to online streaming services.

Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities.

D. **Report, Discussion, and Direction Regarding a Future Agenda Item Request Policy**

Recommendation: Provide direction regarding a proposed Future Agenda Item Request Policy

Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities.

12. ITEMS FOR FUTURE AGENDAS

13. ADJOURNMENT

The City Council will adjourn to its next regular meeting on September 8, 2026.

Date Posted: August 20, 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, July 14, 2026, 5:30 P.M.

City Council Chambers, 232 W. Sierra Madre Blvd.

Zoom Webinar Link in Compliance with SB707

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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

Mayor Lowe called the meeting to order at 5:34 pm.

2. PLEDGE OF ALLEGIANCE AND INSPIRATION

Council Member Kriebs led the audience in the Pledge of Allegiance.

3. ROLL CALL OF CITY COUNCIL MEMBERS

City Clerk Aguilar called the roll:

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

Also Present: Michael Bruckner, City Manager
Aleks Giragosian, City Attorney
Laura Aguilar, City Clerk
Harry Wong, Finance Director
Brian Dickinson, Public Works Director
Clare Lin, Director of Planning & Community Preservation
Joshua Wolf, Senior Planner
Krysta Elias, Permit Technician
Gus Barriento, Chief of Police
James Carlson, Senior Management Analyst
Sophia Conchas, Administrative Analyst

Absent: Edward Garcia, Council Member

4. **REPORT FROM CITY ATTORNEY REGARDING CLOSED SESSION**

City Attorney Aleks Giragosian reported that the City Council met in closed session to discuss three items. No reportable action was taken on any of the three items.

A. Conference with Real Property Negotiator
G.C. 54956.8
Property: 350 W. Sierra Madre Blvd., Sierra Madre, CA 91024
City Negotiator: City Manager Michael Bruckner
Negotiating Party: Unknown at this time
Under Negotiation: Price and Terms of Payment

B. Personnel
Conference with Labor Negotiator
G.C. 54957.6
City Negotiators: City Manager Michael Bruckner and Assistant City Manager Miguel Hernandez
Employee Organizations:
Sierra Madre Police Association Employee
Sierra Madre Professional Firefighters' Association

C. Personnel
Public Employee Discipline/Dismissal/Release
G.C. 54957

5. SUPPLEMENTAL INFORMATION FROM CITY CLERK REGARDING AGENDA ITEMS

City Clerk Aguilar reported that an amendment to the confidential and exempt salary matrix had been made, with the corrected matrix provided to the City Council, and noted that staff were available should the Council have 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 Kriebs:

Council Member Kriebs reported attending a Chamber of Commerce general membership meeting on June 25 where the LA County Assessor presented to businesses. She also attended the Community Services Commission meeting where they covered upcoming fall activities.

She also participated in the July 3 and 4 festivities, noting that both events were amazingly organized and executed with great participation. She praised the staff, Special Events Committee, and numerous volunteers for their efforts.

On June 8, Kriebs attended a Chamber Board meeting where discussion focused on fall event planning, the proposed memorandum of understanding between the city and chamber, and board recruitment.

Council Member Parkhurst:

Council Member Parkhurst reported on two Clean Power Alliance meetings held since the last council meeting with nothing significant to report and noted that he attended the Council of Governments meeting on June 25 as alternate to Mayor Pro Tem Goss. He highlighted several transportation projects funded through COG with over 326 million dollars in combined federal and state funding, including the largest active transportation effort in LA County between Azusa and Pomona, a people mover project

in Glendora with bike paths, and an active transportation project in Pomona. Parkhurst also commented on the July 3 and 4 festivities, noting he observed more parade participation this year and thanked those who joined him in the parade, particularly two student cyclists.

Mayor Pro Tem Goss:

Mayor Pro Tem Goss kept his report brief, expressing that the July 3 event was packed and amazing, and recounting a personal anecdote about resolving a convertible car issue just before the parade with help from Michelle Keith and volunteers Gretchen and Neil Vance.

Mayor Lowe:

Mayor Lowe added remarks thanking the Sierra Madre Events Committee and noting that extra cars were arranged in case of emergencies. She reported attending the Friends of the Library dinner with Council Member Kriebs, highlighting the organization's critical fundraising support for library programming.

On June 25, Mayor Lowe attended the Community Rising Dinner celebrating the Eaton Fire area rebuild, where California State Secretary Shirley Weber spoke about resilience and community collaboration.

From June 10 through 14, Mayor Lowe attended the ESRI Conference on GIS technology with presentations on disaster relief and sustainability.

7. REPORTS FROM CITY STAFF

City Clerk Aguilar reported that the nomination period for the upcoming November election is open, with three seats on the ballot, and directed interested candidates to contact the City Clerk's Office at 355-7135 to schedule appointments for nomination papers.

8. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

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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 emails for items not on the agenda, and two yellow speaker cards.

Mayor Kris Lowe reminded speakers that three minutes of allotted time would be provided and that while the city council could receive information on items not on the agenda, it was prohibited under the Brown Act from discussing or taking action on such items. City Clerk Laura Aguilar also noted for the record that there were no members of the public in the Zoom chat.

Caroline Brown: Spoke about historical documentation regarding open spaces.

Liz DeKam: asked the City Council to consider an immediate ban on open heap garbage compost piles, citing concerns about wildlife activity.

Seeing no one else come forward, Mayor Lowe closed public comment and moved on to the Public Hearing.

9. PUBLIC HEARING

A. Resolution No. 26-64 Approving the City of Sierra Madre 2025 Urban Water Management Plan and Water Shortage Contingency Plan

Recommended Action: Approve

Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities.

At the conclusion of Director Dickinson's report, the City Council asked staff questions.

Mayor Lowe opened the podium for public comment.

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

Mayor Lowe asked the Council for a motion.

A motion was made by Mayor Pro Tem Goss to Adopt Resolution No. 26-64 approving the City of Sierra Madre 2025 Urban Water Management Plan and Water Shortage Contingency Plan, with council member Parkhurst's recommended minor textual correction.

The motion was seconded by Council Member Kriebs.

Mayor Lowe called for a vote of the Council:

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

The motion to approve was approved by majority voice vote.

B. Continued Public Hearing and First Reading of Ordinance No. 1497 Amending Ch. 8.13 (Construction and Demolition Waste Disposal) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code

Recommended Action: Approve

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.

Report presented by Permit Tech Elias.

At the conclusion of staff's report, the City Council asked questions.

Mayor Lowe opened the podium for public comment.

1) Caroline Brown, Alta Vista: raised questions about whether the ordinance adequately addresses asbestos disposal and whether the environmental exemption was appropriate given environmental concerns.

City Attorney Aleks Giragosian and Senior Analyst James Carlson explained that the ordinance applies to projects meeting certain thresholds (50 percent or more of building floor area or monetary value, or $50,000 minimum), that asbestos testing and removal are separate requirements tied to demolition permits rather than this ordinance, and that the waste management plan requirements focus on state-mandated diversion rates of 65 percent from landfills.

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

Mayor Lowe asked the Council for a motion.

A motion was made by Council Member Parkhurst to approve first reading of Ordinance No. 1497 amending Chapter 8.13 (Construction and Demolition Waste Disposal) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code.

The motion was seconded by Mayor Pro Tem Goss.

Mayor Lowe called for a vote of the Council:

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

The motion to approve was approved by majority voice vote.

C. Resolution No. 26-73 Establishing Fiscal Year 2026-2027 Special Taxes and Annual Assessments for Community Facilities District No. 1 and Sewer Assessment Districts

Recommendation: Approve

Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities.

Director of Public Works Dickinson presented the report on Resolution No. 26-73, which establishes annual assessments for Community Facilities District 1, established under ordinance 13-27 to fund portions of the storm drain system serving the Stonegate 1 Carter development, and for the East Miramonte Avenue and East Bonita Avenue Sewer Assessment Districts to recover costs associated with design and construction of sewer system mains for those parcels.

At the conclusion of staff's report, the City Council asked questions.

Mayor Lowe opened the podium for public comment.

No public comments were received, and no council discussion followed the presentation.

Mayor Lowe asked the Council for a motion.

A motion was made by Council Member Kriebs to adopt Resolution No. 26-73 establishing Fiscal Year 2026-2027 special taxes and annual assessments for Community Facilities District No. 1 and Sewer Assessment Districts.

The motion was seconded by Council Member Parkhurst.

Mayor Lowe called for a vote of the Council:

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

The motion to approve was approved by majority voice vote.

D. Continued Public Hearing and Adoption of Resolution No. 26-61 Approving the FY 2026/2027 Fee Schedule

Recommendation: Approve

Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities.

Finance Director Wong presented the FY 2026/2027 fee schedule for continued public hearing, noting that the City's annual user fee update had been previously heard on June 23, 2026, and being continued to address various Council questions and comments.

Staff provided a fee comparison report showing dollar and percentage differences between new and prior year fees and included a draft user fee cost recovery level policy for council review. Council Member Kriebs questioned the significant increase in low impact development plan review fees, which rose from $252 to $2,251, and learned this was due to outsourcing the service to a consultant under a contracted rate. Kriebs also asked about the water service deposit increase from $79 to $250, and Finance Director Wong explained it was based on average residential water consumption and intended to provide adequate coverage against nonpayment.

Mayor Lowe raised concerns about several fees, including the Mount Wilson Trail Race five-kilometer registration fee that had increased to $83, when the requestor had sought to keep it at $50. City Manager Bruckner indicated he believed this was an error and the fee would be adjusted.

The Council engaged in an extensive discussion regarding parking citation fees, with Mayor Lowe expressing concerns that Sierra Madre's flat $100 rate was higher than neighboring cities. Chief of Police Barrientos explained that the fees reflected the full cost of enforcement using police officers rather than contracted

vendors and provided comparative data showing San Marino and Monrovia used similar rates. After detailed deliberation, Mayor Lowe proposed adjusting certain parking violation fees to $68 to align with San Marino's rates for specific violations including disobedience to signs, parking eighteen inches from the curb, and vehicle left parked or standing unattended.

The Council deferred discussion of the proposed user fee cost recovery level policy to a later date, preferring to gather community input through a separate special events feedback process before addressing the policy at a theoretical level.

A motion was made by Council Member Kriebs to adopt Resolution No. 26-61 approving the FY 2026/2027 Fee Schedule as amended: (1) parking violations for disobedience to signs and parking more than 18 inches from the curb reduced to $68.

The motion was seconded by Council Member Parkhurst.

Mayor Lowe called for a vote of the Council:

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

The motion to approve was approved by majority voice vote.

10. 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 reports:

A. Approval of City Council meeting minutes from June 23, 2026, Regular meeting.
   Recommendation: Approve
   Not a CEQA Project under: 14 CCR 15378(b)(5)- administrative activities.

B. Resolution 26-65 Approval of Warrants for Payment
   Recommendation: Approve
   Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities.

C. Resolution No. 26-66 Amending the City's Conflict of Interest Code
Recommendation: Approve
Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities.

D. Resolution No. 26-67 Reciting the Facts of the Special Municipal Election held June 2, 2026, Declaring the Results and Such Matters as Provided by Law
Recommendation: Approve
Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities.

E. Resolution No. 26-68 Approving the First Amendment to Settlement Agreement with Ginkgo Stonehouse LLC and Resolution No. 26-69 Approving the Application to Extend Vesting Tentative Tract Map No. 65348 by Twelve Months
Recommended Action: Approve
CEQA: Consistent with and in furtherance of a certified Final EIR adopted by Resolution 26-09 on January 27, 2026.

F. Resolution No. 26- 70 Amending the Classification Plan and Salary Matrix For Classified Employees Association and Confidential-Exempt Employees, Adopting the Classified Employees Association MOU, and Adopting Amendments to the Terms and Conditions of Employment for Executive Management and Confidential-Exempt Employees, Approving the City Manager's Performance Bonus and Resolution No. 26-74 Approving the Fiscal Year 2026-27 Budget Adjustments and Appropriations
Recommendation: Approve
Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities.

G. Resolution No. 26-71 Authorizing Form 130 Designation of Applicant's Agent Resolution for Non-State Agencies for California Office of Emergency Services (Cal OES)
Recommended Action: Approve
Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities.

H. Resolution No. 26-72 Approving Goals and Policies for the Creation of Community Facilities Districts
Recommendation: Approve
Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities.

I. Amendment No. 1 to the Lease - Communications Site Agreement with STC One LLC for the Communications Facility at Sierra Vista Park
Recommendation: Approve
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.

J. Professional Services Agreement with Wittman Enterprises, LLC for Ambulance Billing and Collection Services
Recommendation: Approve
Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities.

At the conclusion of staff's presentation, Mayor Lowe brought the matter to the City Council for questions.

Council Member Parkhurst inquired about a $12,000 repair cost for the rear fire door at the firehouse, noting this appeared to be the second or third time the door had required repairs. Parkhurst then asked whether the city maintains a preventative maintenance plan, and upon learning that it does not, expressed concern about the recurring nature of these repairs.

Council Member Kriebs also raised a question about funding mechanisms for the community facilities district anticipated to support maintenance costs for the park in the Meadows development.

Hearing no further questions from 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.

Council Member Parkhurst made a motion to approve Consent A-J

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 Kriebs and Parkhurst
Noes:	None.
Absent:	Council Members Garcia
Abstain:	None.

Consent Items A-J were approved by majority voice vote.

11. DISCUSSION ITEM

A. <u>Update on Enterprise Fleet Management Program Implementation and Year 1 Vehicle Selection</u>
Recommendation: Approve
Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities.

Report presented by Director Dickinson, noting that the original plan proposed thirteen vehicles for replacement at a cost of $258,000, but this has been adjusted to nine

replacement vehicles plus one growth vehicle for the fire department at a revised cost of $256,000 to $257,000 annually.

At the conclusion of staff's presentation, Mayor Lowe brought the matter to the City Council for questions.

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.

The report was presented for informational purposes. No Council action was taken.

B. Report, Discussion, Direction on Planning Commissioner Moran Request for Extended Leave of Absence
Recommendation: Provide staff with direction.
Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities.

The City Council discussed Commissioner Moran's request for a leave of absence.

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 Pro Tem Goss moved to inform Commissioner Moran that an extended leave of absence cannot be granted, but that she is entitled to take up to six meetings off within the current fiscal year according to existing policy.

Council Member Kelly Kriebs seconded the motion.

Mayor Lowe called for a vote of the Council:

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

Mayor Kris Lowe indicated the council would agendize the matter for future discussion to provide additional direction and potentially revisit the commission attendance policy.

12. ITEMS FOR FUTURE AGENDAS

Parkhurst:	Preventive maintenance options for facilities
Lowe:	Revisit policy on Commissioner attendance and how absences are calculated.
Lowe:	Bailey Wilderness Canyon entrance
Lowe:	Agendize how future agendas are agendized
Lowe:	Solicitor Ordinance

13. ADJOURNMENT

The meeting was adjourned at 8:47 pm to a Regular City Council meeting scheduled for August 25, 2026.

Minutes taken and typed by:

_____

Laura Aguilar
City Clerk

Minutes Approved by Council Action:

_____

Kristine Lowe
Mayor

CITY OF
SIERRA MADRE

CITY COUNCIL
SPECIAL MEETING MINUTES

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

Wednesday, August 19, 2026, 5:30 P.M.

City Council Chambers, 232 W. Sierra Madre Blvd.

Council Member Parkhurst will participate remotely from
Inn at the Vines, 100 Soscol Avenue
Napa, California 94559

The public may participate in this meeting via Zoom by using this link:
Zoom Link to Participate in City Council meeting

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

Mayor Lowe called the meeting to order at 5:31 pm.

2. PLEDGE OF ALLEGIANCE AND INSPIRATION

Council Member Parkhurst led the audience in the Pledge of Allegiance.

3. 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 (Remote)

Also Present: Michael Bruckner, City Manager
Aleks Giragosian, City Attorney
Laura Aguilar, City Clerk

4. REPORT FROM CITY ATTORNEY REGARDING CLOSED SESSION

The City Council will adjourn immediately following this meeting to a Closed Session.

5. SUPPLEMENTAL INFORMATION FROM CITY CLERK REGARDING AGENDA ITEMS

City Clerk Aguilar advised that there were no updates or supplemental information to report.

6. PUBLIC COMMENT

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

Mayor Lowe opened the podium for public comment.
City Clerk Aguilar announced that one e-mail had been received from Lynn Collman and forwarded to the City Council in advance of the Special Meeting.

Seeing no one step forward, Mayor Lowe closed public comment and moved on to the first item for discussion.

7. DISCUSSION ITEM

A. Resolution No. 26-82 Cancelling the November 3, 2026, General Municipal Election and Appointing Nominees to the City Council

Recommendation: Adopt
Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities.

Report presented by City Clerk Aguilar. In summary, City Clerk Aguilar reported that on June 9, 2026, the City Council adopted Resolution No. 26-53, calling and giving notice of the holding of a General Municipal Election to be held in Sierra Madre on Tuesday, November 3, 2026, for the purpose of electing three (3) Members of the City Council for a full term of 4 years. The nomination period for filing election papers was July 13, 2026, through August 7, 2026. By August 7, 2026, deadline, only three nomination packets were submitted to the City Clerk, one of which was for incumbent Kris Lowe. The remaining two nomination packets received were for Thomas S. Denison and Geoff Woods. On August 14, 2026, the City Clerk posted a notice in the Mountain Views News giving notice of the Special Notice.

Elections Code Section 10229 provides that if by the statutory nomination filing deadline, no one or only one person has been nominated for any office, and there is no citywide contested race, then the City Clerk shall certify those facts to the City Council and publish a notice of the same. More than five days after publication, the City Council may take one of three courses of action for each of the offices:

1. Appoint to the office the person who has been nominated.
2. Appoint to the office an eligible voter if no one has been nominated.

3. Hold the election for the office.

If no one is appointed by the 75th day before the election (August 20, 2026), then the Elections Code requires that the election for office be held. If appointed, Thomas S. Denison, Kris Lowe, and Geoff Woods would take office and serve exactly as if elected at the November 3, 2026, Election.

Based on the estimates using the County's Election Estimating Calculator, cancelling the election and proceeding to appointments will result in cost savings of approximately $65,000. This expenditure was budgeted in the approved FY 2026-2027 budget under Election Services account number 10000.12000.53402.

At the conclusion of the presentation, Mayor Lowe brought the matter to the City Council for questions.

Mayor Lowe opened the podium for public comment. City Clerk Aguilar noted for the record that three emails were received in advance of the Special meeting, from:

1) David Link: Opposed holding an election on November 3
2) Deb Sheridan: Asked the City Council to reconsider appointing the nominees
3) Robert Stockly: Supports foregoing an election on November 3 and suggested that the City Council consider adding "city council development" to the liaison duties to the boards and commissions.

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

The City Council asked questions regarding the election process, costs of the election, write-in candidate process, overall nomination process, and the role of the Los Angeles County Clerk with regards to Sierra Madre's elections.

Mayor Lowe asked if the City Council had any further questions or wished to discuss them further. Hearing none from the City Council, Mayor Lowe asked for a motion.

Mayor Pro Tem Goss made a motion to support the adoption of Resolution No. 26-82 cancelling the November 3, 2026, election and appointing the nominees.

The motion was seconded by Council Member Garcia.

Mayor Lowe called for a roll call vote of the City Council.

City Clerk Aguilar called out each Member separately for their vote and noted it as follows:

Council Member Kriebs: Aye

Mayor Pro Tem Goss: Aye

Mayor Lowe: Abstain

Council Member Garcia: Aye

Council Member Parkhurst: Nay

The motion to adopt Resolution No. 26-82 passed by a vote of 3-1-1.

8. ITEMS FOR FUTURE AGENDAS

None.

9. ADJOURNMENT

The meeting was adjourned at 6:05 pm to a Special Closed Session City Council meeting.

Minutes taken and typed by:	Minutes Approved by Council Action:
_____	_____
Laura Aguilar City Clerk	Kristine Lowe Mayor

CITY OF
SIERRA
MADRE

STAFF REPORT

FINANCE

DATE: August 25, 2026

TO: Honorable Mayor and City Council

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

SUBJECT: **Resolution No. 26-76 Approval of Warrants for Payment**

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 26-76 and approve payment for the following:

1. **Outstanding Obligated City Warrants:** $1,985,914.76
2. **Outstanding Obligated Sierra Madre Library Warrants:** $789,905.86
3. **Payroll Transfer:** $1,175,866.34

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 #13) for Date 7/2/26 & (PR #14) for Date 7/16/26:

- Total Earnings (Salaries) @ $444,234.96 plus Total Employer Expenses for Benefits @ $154,614.02 = Total @ $598,848.98
- Total Earnings (Salaries) @ $416,914.13 plus Total Employer Expenses for Benefits @ $160,103.23 = Total @ $577,017.36

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

Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities

FISCAL IMPACT

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

Approved by:

Mike

_____

Michael Bruckner
City Manager

Attachments

1.7.28.26 RESOLUTION 26-76.pdf
2.Register 26 - 27.pdf
3.WARRANT REGISTER 26-76 7.28.26.pdf

RESOLUTION NUMBER 26-76

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 audited July 28th, 2026, demands were released to vendors in accordance with City Council action item 11b on the January 13th, 2026 Council meeting; 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 $1,985,914.76; Sierra Madre Library Warrants in the aggregate amount of $789,905.86; and Payroll Transfer in the aggregate amount of $1,175,866.34 for the fiscal year ending June 30, 2026 and 2027

APPROVED AND ADOPTED this 11th day of August 2026.

_____
Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 26-76 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 11th day of August 2026.

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
City Clerk, City of Sierra Madre, California

Approved as to form:

_____
City Attorney, City of Sierra Madre, California

City of Sierra Madre
Department of Finance
Warrant Register Recap
City Council Meeting of August 11, 2026

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

City of Sierra Madre Warrants …..…….…….…….……...……..…$1,985,914.76

Sierra Madre Library Warrants……...…..……..……...…….....$789,905.86

Payroll Transfer……..….....……..…….$1,175,866.34

Warrant Register Post Date 7/28/26 **Attachment 1A**

Fiscal Year	Description	Amount	Page #
FY25/26	General Warrants	$443,378.54	1-3
FY26/27	General Warrants	$1,359,973.61	4-5
FY25/26	General Manual Warrant	$26,582.21	6-8
FY26/27	General Manual Warrant	$36,686.20	9-11
FY25/26	General Utility Bills	$360.65	12
FY25/26	General Manual Utility Bills	$91,535.16	13
FY26/27	General Manual Utility Bills	$27,398.39	14
	Total	$1,985,914.76	

FY25/26	Library Warrant	$72,629.18	15
FY26/27	Library Warrant	$3,302.47	16
FY25/26	Library Manual Warrant	$712,549.21	17-19
FY26/27	Library Manual Warrant	$1,425.00	20-21
	Total	$789,905.86	

Pay Date:			
7/2/2026	Payroll #13	$598,848.98	22-23
	From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.		
7/16/2026	Payroll #14	$577,017.36	24
	From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.		
	Total	$1,175,866.34	

Check Approval Register

City of Sierra Madre, CA

Packet: APPKT08800 - GEN FY25/26 7/28/26 **Check Date: 07/28/2026**
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
VEN04659	355 GRILL					**1,340.00**
APBWEST	Check	355-052526	MWTR: BREAKFAST FOR RUNNERS	10000.79007.52999	1,340.00	
VEN03454	AMAZON CAPITAL SERVICES					**2,337.72**
APBWEST	Check	11VF-QMLX-RGTG	MISC SUPPLIES 6/8/26 - 6/21/26	10000.61000.53100	2,487.25	
				10000.61000.53300	126.77	
				10000.61000.53999	216.02	
		16NK-J71R-CL43	MISC SUPPLIES CREDIT	10000.61000.53100	-1,138.28	
		1MM3-TFWM-RWHM	MISC SUPPLIES 6/8/26 - 6/21/26	71000.81100.53100	645.96	
0593	ARCADIA BODY SHOP					**6,976.80**
APBWEST	Check	16280	REPAIR OF POLICE VEHICLE	60000.83100.52200	6,976.80	
0122	ARNOLD'S FRONTIER HARDWARE - PW					**24.61**
APBWEST	Check	119562	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	18.77	
		119603	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	3.64	
		119658	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	2.20	
VEN03440	BIG BEN ENGINEERING					**12,407.00**
APBWEST	Check	AP03	6/5/26 WOODLAND WATER MAIN REPLACEMEN	71000.81100.56011	13,060.00	
		AP03RET	6/5/26 RET WOODLAND WATER MAIN REPLACEI	71000.00000.23500	-653.00	
VEN02212	BLACK & WHITE EMERGENCY VEHICLES					**191.62**
APBWEST	Check	6152	PD VEHICLE EQUIPMENT	10000.50000.52302	191.62	
VEN02208	CALIFORNIA BUILDING STANDARDS COMMISSION					**118.80**
APBWEST	Check	APR-JUN2026	APRIL-JUNE 2026 BLDING STND ADMIN SPECIAL	10000.00000.23207	118.80	
VEN04648	COMMON SENSE AI INC					**15,000.00**
APBWEST	Check	1011	AI Powered COI verification System 25/26 FY	60007.70100.52100	15,000.00	
0190	DECCO AWARDS					**66.30**
APBWEST	Check	26-15665	NAME BADGE AND DESK PLATE	60002.31100.53102	66.30	
1681	DEPT OF CONSERVATION					**348.44**
APBWEST	Check	APR-JUNE2026	APRIL-JUNE 2026 STRONG MOTION & HAZ. MAP	10000.00000.23206	348.44	
VEN03180	DICKS AUTO SUPPLY					**1,227.98**
APBWEST	Check	238263	FY 25/26 AUTO PARTS	60000.83100.53208	627.33	
		238377	FY 25/26 AUTO PARTS	60000.83100.53208	309.21	
		238396	FY 25/26 AUTO PARTS	60000.83100.53208	82.18	
		238418	FY 25/26 AUTO PARTS	60000.83100.53208	209.26	
VEN04105	DR. ANGELICA LOZA-GOMEZ M.D., PC.					**992.00**
APBWEST	Check	48	JUNE 2026 Medical Director Services	10000.64000.52200	992.00	
VEN03531	EDWARD GARCIA					**353.41**
APBWEST	Check	INV044628	REIMB: SCAG HOTEL STAY FEE	10000.11000.53402	353.41	
VEN01708	EXSTREEM PEST CONTROL					**975.00**
APBWEST	Check	34983	PEST CONTROL - LIBRARY SCREEN	60001.83200.52200	175.00	
		35077	JUNE 2026 MONTHLY SERVICE FOR PEST CONTR(	60001.83200.52200	800.00	
VEN04647	FASTECH					**2,617.00**
APBWEST	Check	519485	EMERGENCY CNG GAS DOCK REPAIR	60000.83100.52200	2,617.00	
0398	HONG L. TAM					**29,009.09**
APBWEST	Check	7/1/26	5/1/26 - 6/30/26 STRUCTURAL PLAN CHECK SER	10000.40000.52100	29,009.09	
VEN04543	KIMLEY-HORN AND ASSOCIATES INC					**16,870.20**
APBWEST	Check	36284314	JUN 2026 GEN PLAN OPEN SPACE & CONSERVAT	60008.40000.52100	16,870.20	
0515	LANDSCAPE WAREHOUSE					**10.77**
APBWEST	Check	2606-667066	FY 25/26 MAINTENANCE SUPPLIES	10000.83300.53001	10.77	
0271	LAWN MOWER CORNER					**2,525.85**
APBWEST	Check	46874	SEWER DEPARTMENT SMALL TOOLS	72000.81200.53205	2,525.85	
VEN04103	LEXISNEXIS RISK SOLUTIONS					**202.50**
APBWEST	Check	1300310491	JUNE 2026 Investigative and Analysis system	10000.50000.52200	202.50	
VEN03229	MICHAEL BAKER INTERNATIONAL INC					**1,938.50**
APBWEST	Check	1291959	CEQA TECHNICAL ADVISORY SERVICES	10000.40000.52100	1,938.50	
1608	MUNICIPAL MAINTENANCE EQUIP IN					**12,041.82**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
APBWEST	Check	047415	REPAIRS TO VACCON	60000.83100.52200	12,041.82	
VEN04642	NOBEL SYSTEMS INC					**13,334.00**
APBWEST	Check	16447	GIS / ASSET MANAGEMENT SOFTWARE	10000.83000.52100	5,333.60	
				71000.81100.52100	4,000.20	
				72000.81200.52200	4,000.20	
VEN04626	NORTHERN LIGHTS POWER AND ENERGY INC					**23,090.78**
APBWEST	Check	21-011	3/24/26-4/2026 Emergency Gen Rental - CH/PD/	60001.83200.52200	6,039.00	
		21-015	4/21/26 - 5/18/26 Emergency Gen Rental - CH/P	60001.83200.52200	6,039.00	
		21-027	5/19/26 - 6/15/26 Emergency Gen Rental - CH/P	60001.83200.52200	6,039.00	
		21-032	6/16/26 - 7/13/26 Emergency Gen Rental - CH/P	60001.83200.52200	4,973.78	
0786	OFFICE DEPOT, INC					**171.46**
APBWEST	Check	471821091001	OFFICE SUPPLIES	60002.31100.53100	171.46	
VEN04639	OUTDOOR WORKOUT SUPPLY					**2,210.00**
APBWEST	Check	10249	Dero Fixit Plus public bicycle repair station with	38006.83600.56010	2,210.00	
0321	PARKHOUSE TIRE, INC.					**2,130.83**
APBWEST	Check	1011089968	POLICE DEPARTMENT VEHICLE TIRES	60000.83100.53208	2,130.83	
0332	PETTY CASH FUND-ADMIN					**231.50**
APBWEST	Check	INV044629	2026 SAN GAB VALLEY ECONOMIC FORECASE	60002.30000.53402	36.83	
		INV044630	EXCURSION DRIVE TIP	10000.79003.52999	80.00	
		INV044631	TREATS FOR RECRUITMENT PANEL	60007.70100.53999	23.90	
		INV044632	POSTAGE	60002.31100.53101	10.77	
		INV044633	EXCURSION DRIVE TIP	10000.79003.52999	80.00	
VEN04634	PMI SERVICES					**5,220.00**
APBWEST	Check	I2026328003	10/21/25 - 6/30/26 INTERNAL AFFAIRS INVEST (I.	60007.70100.52201	1,970.00	
		I2026328004	11/12/26 - 7/2/26 INTERNAL AFFAIRS INVEST (IA	60007.70100.52201	3,250.00	
0338	PRUDENTIAL OVERALL SUPPLY					**281.54**
APBWEST	Check	52985828	FY 25/26 PUBLIC WORKS UNIFORMS	60001.83200.53303	140.77	
		52987518	FY 25/26 PUBLIC WORKS UNIFORMS	60001.83200.53303	140.77	
0360	QUINN COMPANY					**7,266.67**
APBWEST	Check	S31564011	WARRANTY ON NEW LOADER	60000.83100.52200	7,266.67	
VEN02937	RCI IMAGE SYSTEMS					**300.00**
APBWEST	Check	77876	JUNE 2026 RCI IMAGING SYSTEMS	10000.40000.52200	300.00	
1485	RED SUPPLY INC					**113.86**
APBWEST	Check	36945	MAINT SUPPLIES	71000.81100.53200	81.09	
		36963	MAINT SUPPLIES	60001.83200.53200	32.77	
VEN03177	RELIABLE BUILDING MAINTENANCE LLC					**4,075.00**
APBWEST	Check	1180	JUNE 2026 JANITORIAL SERVICES	60001.83200.52200	4,075.00	
0691	RIO HONDO COLLEGE					**253.00**
APBWEST	Check	S26-317-ZSRM	ENROLLMENT FEE SPRING 2026 YOKOYAMA H.	10000.50000.52205	25.00	
		X26-49-ZSRM	ENROLLMENT FEE SUMMER 2026 RODRIGUEZ J.	10000.50000.52205	228.00	
VEN02718	ROADLINE PRODUCTS INC					**5,215.88**
APBWEST	Check	22901	STREET MAINTENANCE MATERIALS	10000.83500.53206	5,215.88	
1443	SHRED-IT USA LLC					**861.81**
APBWEST	Check	8014518805	MAY 2026 Document shredding service	10000.50000.52200	568.24	
		8014796807	JUNE 2026 Document shredding service	10000.50000.52200	293.57	
VEN04655	SKYLINE PHARMACEUTICALS INC					**660.90**
APBWEST	Check	103472	FD MEDICAL SUPPLIES	10000.64000.53300	660.90	
0821	SOUTHWEST HYDROTECH					**1,016.61**
APBWEST	Check	32165	PRV REPAIRS	71000.81100.53212	1,016.61	
VEN04638	SPORTWORKS					**7,912.03**
APBWEST	Check	138891	9 Tofino No Scratch Static Racks, 2 Tofino E-Rack	38006.83600.56010	6,578.20	
		139046	2 Tofino No Scratch bicycle racks	38006.83600.56010	1,333.83	
1243	USA BLUEBOOK					**185.18**
APBWEST	Check	INV01078419	SAFETY VESTS	60001.83200.53303	185.18	
0426	WESTERN WATER WORKS					**3,634.51**
APBWEST	Check	1282857-00	FY 25/26 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	1,993.89	
		1285861-00	FY 25/26 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	932.52	
		1286110-00	FY 25/26 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	708.10	
0425	WILLDAN ASSOCIATES					**254,228.87**
APBWEST	Check	002-37935	JUNE 2026 FIRE PLAN CHECK	10000.40000.52100	8,910.78	
		002-38364	MAY 2026 PLAN CHECK AND INSPECTIONS	10000.40000.52100	69,280.62	

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
APBWEST	Check	002-38381	MAY 2026 MEADOWS PLAN CHECK AND INSPEC	10000.40000.52100	173,452.97
		00632919	6/30/26 700 SUNNYSIDE PARCEL MAP	10000.40000.52100	2,584.50
1053	WITTMAN ENTERPRISES, LLC				**3,408.70**
APBWEST	Check	202604-C1853	APRIL 2026 Billing Services	10000.64000.52200	3,408.70
				Report Total:	**443,378.54**

Check Approval Register

City of Sierra Madre, CA

Packet: APPKT08801 - GEN FY26/27 7/28/26 **Check Date: 07/28/2026**
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN03948	ADVANCED PROBLEM SOLVING LLC				**3,126.90**
APBWEST	Check	SMDFD008	FY26/27 Fire Training & State Reporting Platform	10000.61000.53409	3,126.90
VEN03454	AMAZON CAPITAL SERVICES				**548.55**
APBWEST	Check	10087681980417	PRIME MEMBRESHIP RENEWAL FY 26/27	60002.31500.53409	385.65
		1YKH-93DH-G67X	MISC SUPPLIES 6/22/26 - 7/5/26	10000.61000.52302	42.27
				10000.61000.53100	97.98
				10000.64000.53300	22.65
1552	ARNOLD'S FRONTIER HARDWARE - Fire				**108.60**
APBWEST	Check	119717	MISC. SUPPLIES	10000.61000.52302	6.61
		119718	MISC. SUPPLIES	10000.61000.52302	87.64
		119729	MISC. SUPPLIES	10000.61000.52302	14.35
VEN02692	AXON ENTERPRISE INC				**3,594.50**
APBWEST	Check	INUS456986	Axon Evidence Redaction License	10000.50000.53304	3,594.50
1130	BROADCAST MUSIC INC				**459.00**
APBWEST	Check	1100672975	7/1/26 - 6/30/27 ANNUAL LICENSE FEE	10000.70000.53999	459.00
VEN04557	CALIFORNIA CONSULTING INC				**4,600.00**
APBWEST	Check	8086	7/1/27 - 7/31/27 GRANT CONSULTING SERVICES	60002.31500.52100	4,600.00
0893	CREATIVE FORMS & CONCEPTS, INC				**117.59**
APBWEST	Check	121673	1099 NEC FEDERAL COPY A	60002.32000.53102	117.59
VEN04430	ERIC LOZICK				**188.82**
APBWEST	Check	INV044634	REIMB: OFFICE DESK	10000.83300.53001	188.82
VEN04393	ERIC MELANSON				**2,200.00**
APBWEST	Check	15811	SUMMER CONCERT IN THE PARK	37008.74000.52999	2,200.00
0220	GEM PLUMBING				**1,105.04**
APBWEST	Check	175007	SERVICE CALL: FD TOILET REPAIRS	60001.31601.52100	1,105.04
VEN04622	GREEN HALO SYSTEMS INC				**2,196.00**
APBWEST	Check	6585	6/1/26 - 5/31/27 GREEN HALO SUBSCRIPTION	10000.40000.53409	2,196.00
VEN04357	JIMMY POU				**1,800.00**
APBWEST	Check	INV044638	4 LADS FROM LIVERPOOL PERFORMANCE	37008.74000.52999	1,800.00
1280	L.A. COUNTY AUDITOR-CONTROLLER				**993.80**
APBWEST	Check	INV044635	FY 26-27 LAFCO OPERATING EXPENSE	10000.32000.54701	993.80
0934	L.N. CURTIS & SONS				**8,647.45**
APBWEST	Check	PINV1105039	PD - Tactical equipment vests	10000.50000.53300	8,647.45
1642	NBS				**1,468.90**
APBWEST	Check	202606-2375	7/1/26-9/30/26 DIST. ADMIN-LANDSCAPE MAIN	32012.83000.52100	1,468.90
VEN01036	PERS - RETIREMENT				**1,220,578.00**
AP EFT WEST	Check	INV044636	PAY DOWN UNFUNDED LIABILITY	10000.31200.51207	290,934.00
				71000.31200.51207	10,105.00
				72000.31200.51207	8,083.00
		INV044637	ANNUAL UAL FY 26/27	10000.31200.51207	866,837.59
				71000.31200.51207	24,787.45
				72000.31200.51207	19,830.96
0336	POST ALARM SYSTEMS				**601.41**
APBWEST	Check	1936965	7/1/26 - 7/31/26 ALARM SAFETY MONITORING	60001.31601.52100	511.57
		1945424	6/12/26 - 7/31/26 ALARM SAFETY MONITORING	60001.31601.52100	89.84
0352	SAN GAB VALLEY COUNCIL OF GOVERNMENTS				**11,220.21**
APBWEST	Check	2726	FY 26/27 ANNUAL MEMBERSHIP	37004.80000.53409	2,100.00
				37009.80000.53409	3,200.00
				60002.31500.53409	5,920.21
1368	SWANK MOTION PICTURES INC				**905.00**
APBWEST	Check	RG 4378598	MOVIES IN THE PARK 7/17/26	37008.74000.52999	905.00
1799	TYLER TECHNOLOGIES INC				**95,513.84**
APBWEST	Check	CI100-00285769	FY26/27 ANNUAL MAIN/FINANCIALS & UTILITIES	60003.31603.52100	95,513.84

Report Total:	**1,359,973.61**

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Check Approval Register

City of Sierra Madre, CA

Packet: APPKT08765 - GEN BOA MAN FY25/26 7/28/26 **Check Date: 07/13/2026**
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				**26,399.24**
APBWEST	Check	INV044471	BB - GRAMMARLY TYPING ASSISTANCE	10000.61000.53409	30.00
		INV044472	BB - FIRE DUE CONF - BARTLETT	10000.61000.52205	712.28
		INV044473	BB - FIRE DUE CONF - HSU	10000.61000.52205	712.28
		INV044474	BB - PARAMEDIC RECERT - ROSEVEAR	10000.64000.52205	250.00
		INV044475	BB - STORAGE FOR FD MASTER PLAN	10000.61000.53409	11.99
		INV044476	BB - MGMT DISCIPL.CHALS/FIRE SERV CONF HOT	10000.61000.52205	722.87
		INV044477	BB - EMS WEEK DEPT BLANKET	10000.64000.53300	1,760.61
		INV044478	MB - 2026 ANNUAL CONF. OCT REG FEE - BRUCK	60002.30000.53402	980.00
		INV044479	MB - BREAKFAST W/MAYOR	10000.30000.53000	65.15
		INV044480	RM - CSMFO MEMBERSHIP REG FEE - WONG	60002.32000.53409	155.00
		INV044481	RM - LEAGUE OF CAL CITIES - CONF FEE: BRUCKN	60002.30000.53402	675.00
		INV044482	RM - LEAGUE OF CAL CITIES - CONF FEE: PARKHU	10000.11000.53402	675.00
		INV044483	RM - LEAGUE OF CAL CITIES - CONF FEE: KRIEBS	10000.11000.53402	675.00
		INV044484	RM - LEAGUE OF CAL CITIES - CONF FEE: GOSS	10000.11000.53402	675.00
		INV044485	RM - LEAGUE OF CAL CITIES - CONF FEE: LOWE	10000.11000.53402	675.00
		INV044486	RM - LEAGUE OF CAL CITIES - CONF FEE: GARCIA	10000.11000.53402	675.00
		INV044487	RM - SNACKS FOR BUDGET SESSION 5/28	60002.30000.53999	118.50
		INV044488	RM - SNACKS FOR BUDGET SESSIOIN 5/28	60002.30000.53999	20.32
		INV044489	RM - CITY COUNCIL SNACKS AND SUPPLIES	10000.11000.53999	189.70
		INV044490	SM - PARK MAINTENANCE MATERIALS	10000.83300.53001	1,129.01
		INV044491	SM - PARK MAINTENANCE MATERIALS	10000.83300.53001	-456.15
		INV044492	SM - PARK MAINTENANCE MATERIALS	10000.83300.53001	252.16
		INV044493	SM - SMALL TOOLS	60001.83200.53205	899.18
		INV044494	SM - LIB PARKING SIGNS	10000.83500.53206	127.08
		INV044495	SM - SMALL TOOLS - WATER	71000.81100.53205	621.28
		INV044496	SM - PRE-PAY POSTAGE FOR CCR WATER REPORT	71000.81100.53101	1,949.50
		INV044497	GB - GOLDEN W. COLLEGE TRAINING: BARRIENT(	10000.50097.52205	441.00
		INV044498	GB - TAINING - LODGING FEE: BARRIENTOS	10000.50097.52205	875.60
		INV044499	GB - TAINING - LODGING FEE: BARRIENTOS	10000.50097.52205	875.60
		INV044500	GB - ANNUAL RECOGNITION CEREMONEY DONA	10000.50000.53402	420.00
		INV044501	GB - ADMIN PRINTING/MAILING FEE	10000.50000.53100	3.58
		INV044503	LA - ANNUAL CANVA SUBSCRIPTION	60002.31100.53999	119.40
		INV044504	LA - FRAUD DISPUTE CHARGE - CREDIT	60002.31100.53100	-38.61
		INV044505	LA - FRAUD DISPUTE CHARGE - CREDIT	60002.31100.53100	-0.01
		INV044506	LA - FRAUD DISPUTE CHARGE - CREDIT	60002.31100.53100	-125.86
		INV044507	LA - FRAUD DISPUTE CHARGE - CREDIT	60002.31100.53100	-5.71
		INV044508	TT - MWTR - BAGELS	10000.79007.52999	558.87
		INV044509	TT - MWTR - SNACKS	10000.79007.52999	134.91
		INV044510	TT - MWTR - CANOPY FOR FOOD	10000.79007.52999	276.24
		INV044511	TT - MWTR - SECURITY SERVICE FEE	10000.79007.52999	283.50
		INV044512	TT - MWTR WATER	10000.79007.52999	35.36
		INV044513	TT - MWTR - WATER FILTER	10000.79007.52999	143.59
		INV044514	TT - WATER SERVICE FEE	37006.72000.52200	82.91
		INV044515	TT - MAY 2026 BINGO: MEAL	37006.72000.52200	136.66
		INV044516	TT - MAY 2026 BINGO: MEAL & BEVERAGE	37006.72000.52200	85.59
		INV044517	TT - MAY 2026 BINGO: MEAL AND SNACKS	37006.72000.52200	206.53
		INV044518	TT - MAY 2026 BINGO: SUPPLIES	37006.72000.52200	35.86
		INV044519	TT - JUNE 2026 MOVIES: SNACKS	37006.72000.52200	47.75
		INV044520	TT - OLDER AMERICAN RECEPTION - SUPPLIES	37006.72000.52200	45.89
		INV044521	TT - JUNE 2026 BINGO: SUPPLIES	37006.72000.52200	156.16
		INV044522	OM - PRORATED CANVA LICENSING	60003.30000.53503	50.14
		INV044524	OM - PLANNING APPT. SOFTWARE: 6/7/26 - 7/7/	60003.30000.53503	78.00
		INV044525	OM - PDF FILE REDUCTION SERVICE 6/2/26 - 7/1,	60003.30000.53503	15.00

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
APBWEST	Check	INV044526	OM - REMOTE SUPPORT TOOL LICENSING	60003.30000.53503	298.00
		INV044527	OM - STAFF MEETING - REFRESHMENTS	60003.30000.53402	25.00
		INV044529	OM - EMERGY. COMM. CONF FLIGHT FEE - CONC	60003.30000.53402	267.79
		INV044530	OM - CAPIO STAR AWARD SUBMISSION FEE	60003.30000.52100	80.00
		INV044531	OM - CAPIO ANNUAL CONF. REG FEE - CONCHAS	60003.30000.53402	399.00
		INV044532	OM - DROPBOX ANNUAL LICENSING FEE 5/22/26	60003.30000.53503	2,520.00
		INV044533	OM - SHURE MICROPHONE FOR CHAMBERS	60003.30000.53801	320.56
		INV044534	OM - POSTAGE	60003.30000.53101	6.09
		INV044535	OM - SIP TRUNKS FOR SCADA & CHAMBERS	60003.30000.55005	79.75
		INV044536	OM - SIGNATURES365 LICEN. FEE - 5/18/26 - 5/1	60003.30000.53503	938.40
		INV044537	OM - ZOOM LICENSING 3/17/26 - 5/16/26	60003.30000.53503	71.50
		INV044539	OM - EMERGENCY SATELLITE INTERNET 5/17/26	60003.30000.53503	215.00
		INV044540	OM - LICENSING FOR DUO SOFTWARE	60003.30000.53503	1,080.00
		INV044541	OM - CAPIO CONF HOTEL FEE - CONCHAS	60003.30000.53402	859.44
				Report Total:	**26,399.24**

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08773 - GEN MAN FY25/26 7/28/26** **Check Date: 07/15/2026**
Vendor Set: **01 - Vendor Set 01**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
0378	SMART & FINAL					**182.97**
APBWEST	Check	3056650071501	CS - SENIOR EVENT: BEVERAGES	37006.72000.52200	182.97	
				Report Total:	**182.97**	

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08772 - GEN MAN FY26/27 7/28/26** **Check Date: 07/15/2026**
Vendor Set: **01 - Vendor Set 01**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN04499	KATHERINE FORESTER				**4,350.00**
APBWEST	Check	NR-2026-0712	CONCERT IN THE PARK: NEW ROMANTICS BAND	37001.73000.53999	4,350.00
				Report Total:	**4,350.00**

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08778 - GEN MAN FY26/27 7/28/26** **Check Date: 07/16/2026**
Vendor Set: **01 - Vendor Set 01**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN03272	DEPT OF HEALTH CARE SERVICES				**16,168.10**
AP EFT WEST	Electronic Funds Transfer	INV044588	2026 #3 GEMT Quality Assurance Fee	10000.64000.52001	16,168.10
				Report Total:	**16,168.10**

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08780 - GEN MAN FY26/27 7/28/26** **Check Date: 07/20/2026**
Vendor Set: **01 - Vendor Set 01**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN04660	GREATER LOS ANGELES SCOUTING				**780.00**
APBWEST	Check	000049	EXPLORER CLUB INSURANCE	10000.50000.53999	780.00
				Report Total:	**780.00**

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08802 - UB FY25/26 7/28/26**

Check Date: 07/28/2026

Vendor Set: **01 - Vendor Set 01**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN03195	GREATAMERICA FINANCIAL SERVICES				**360.65**
APBWEST	Check	42569579	003-1310860-000 6/5/26 - 7/1/26	60003.30000.53210	360.65
				Report Total:	**360.65**

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08785 - UB MAN FY25/26 7/28/26** **Check Date: 07/22/2026**
Vendor Set: **01 - Vendor Set 01**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN03195	GREATAMERICA FINANCIAL SERVICES				**2,276.89**
APBWEST	Check	42440466	003-1443256-000 4/21/26 - 6/20/26	60003.30000.53210	2,276.89
0384	SOUTHERN CALIF. EDISON CO.				**87,933.06**
APBWEST	Check	INV044601	700162056328 6/1/26 - 6/30/26 ELECTRIC	32005.83500.55003	213.53
				32012.83000.55003	2,373.68
				38005.83500.55003	5,283.87
				60001.83200.55003	272.36
		INV044602	700102141347 5/8/26 - 6/8/26 ELECTRIC	32012.83000.55003	366.59
				38005.83500.55003	16.05
				60001.83200.55003	11,053.85
				71000.81100.55003	11,744.56
		INV044604	700661951989 6/05/26 - 6/18/26 ELECTRIC	60001.83200.55003	49.16
		INV044605	700738880568 6/4/26 - 6/18/26 ELECTRIC	60001.83200.55003	3,018.03
		INV044606	700835579161 6/9/26 - 7/8/26 ELECTRIC	71000.81100.55003	50,473.70
		INV044607	701057527588 6/19/26 - 7/5/26 ELECTRIC	60001.83200.55003	2,908.25
		INV044608	701057529208 6/19/26 - 7/6/26 ELECTRIC	60001.83200.55003	98.59
		INV044609	700178900477 6/9/26 - 7/8/26 ELECTRIC	71000.81100.55003	60.84
0216	THE GAS COMPANY				**832.54**
APBWEST	Check	INV044589	118-261-4788 3 6/1/26 - 7/1/26 VEHICLE FUEL	60000.83100.55001	264.08
		INV044590	135 119 3500 2 5/7/26 - 6/9/26 GAS	60001.83200.55004	114.30
		INV044591	135 119 3500 2 6/9/26 - 7/9/26 GAS	60001.83200.55004	107.82
		INV044593	168 618 7700 5 6/8/26 - 7/8/26 GAS	60001.83200.55004	240.99
		INV044594	166 518 7700 9 6/8/26 - 7/8/26 GAS	60001.83200.55004	56.54
		INV044595	051 018 7151 4 6/8/26 - 7/8/26 GAS	60001.83200.55004	16.27
		INV044596	053 118 7109 8 6/8/26 - 7/8/26 GAS	60001.83200.55004	16.27
		INV044597	055 218 7110 2 6/8/26 - 7/8/26 GAS	60001.83200.55004	16.27
VEN03926	T-MOBILE				**492.67**
APBWEST	Check	INV044618	972239789 5/21/26 - 6/20/26 PHONE	60003.30000.55005	492.67
				Report Total:	**91,535.16**

Check Approval Register

City of Sierra Madre, CA

Packet: APPKT08786 - UB MAN FY26/27 7/28/26 **Check Date: 07/22/2026**
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
0129	AT&T					**9,741.46**
APBWEST	Check	INV044621	818 246-3783 591 4 6/23/26 - 7/22/26 PHONE	60003.31603.55005	5,584.89	
		INV044622	818 291-0241 661 1 7/4/26 - 8/3/26 PHONE	60003.31603.55005	4,156.57	
VEN04074	CHARTER COMMUNICATIONS					**3,455.48**
APBWEST	Check	106917301070126	106917301 7/1/26 - 7/31/26 INTERNET	60003.31603.52100	1,341.06	
		187633301062126	187633301 6/27/26 - 7/26/26 INTERNET	60003.31603.52100	913.33	
		188596301062126	188596301 6/25/26 - 7/24/26 INTERNET	60003.31603.52100	199.98	
		188596401062126	188596401 6/25/26 - 7/24/26 YMCA ELEVATOR	60003.31603.52100	50.50	
		188596901070126	188596901 7/1/26 - 7/31/26 INTERNET	60003.31603.52100	212.47	
		188597101070126	188597101 7/6/26 - 8/5/26 INTERNET	60003.31603.52100	200.00	
		188597401062126	188597401 6/27/26 - 7/26/26 INTERNET	60003.31603.52100	328.16	
		188597601062126	188597601 6/25/26 - 7/24/26 INTERNET	60003.31603.52100	209.98	
VEN02792	FRONTIER CALIFORNIA INC					**9,916.31**
APBWEST	Check	INV044610	626-355-1414-092017-5 7/1/26 - 7/31/26 PHON	60003.31603.55005	1,862.37	
		INV044611	626-355-0264-012498-5 7/4/26 - 8/3/26 PHONE	60003.31603.55005	760.10	
		INV044612	626-351-3285-091319-5 7/1/26 - 7/31/26 PHON	60003.31603.55005	87.49	
		INV044613	626-197-1492-030922-5 7/1/26 - 7/31/26 PHO	60003.31603.55005	813.75	
		INV044614	209-188-3757-030707-5 7/4/26 - 8/3/26 PHONE	60003.31603.55005	4,587.91	
		INV044615	209-151-5743-051199-5 6/28/26 - 7/27/26 PHO	60003.31603.55005	228.44	
		INV044616	310-001-5763-051199-5 6/28/26 - 7/27/26 PHO	60003.31603.55005	528.87	
		INV044617	626-197-0261-032521-5 7/1/26 - 7/31/26 PHON	60003.31603.55005	1,047.38	
0942	TPX COMMUNICATION					**336.18**
APBWEST	Check	191066915-0	6/23/26 - 7/22/26 PHONE SERVICE	60003.31603.55005	336.18	
0642	VERIZON WIRELESS LA					**3,948.96**
APBWEST	Check	6147078625	960051887-00001 6/26/26 - 7/25/26 PHONE	60003.31603.55005	3,948.96	
				Report Total:	**27,398.39**	

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City of Sierra Madre, CA

Packet: APPKT08797 - LIB FY25/26 7/28/26 **Check Date: 07/28/2026**
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					**3,042.52**
APBWEST	Check	1431-7DKR-FDCY	MISC SUPPLIES 6/22/26 - 7/5/26	10000.90000.53100	347.26	
		14J3-L46Q-PJMR	MISC SUPPLIES 6/22/26 - 7/5/26	39006.90000.53999	349.59	
		14J3-L46Q-Q1N3	MISC SUPPLIES 6/22/26 - 7/5/26	10000.90000.53100	367.49	
		14J3-L46Q-QTMF	MISC SUPPLIES 6/22/26 - 7/5/26	10000.90000.53406	18.77	
		16Q1-VTJP-GCGM	MISC SUPPLIES 6/22/26 - 7/5/26	39006.90000.53999	470.06	
		19J6-37VQ-NRTH	MISC SUPPLIES 6/22/26 - 7/5/26	10000.90000.53406	496.08	
		1C3F-3VM6-R6P3	MISC SUPPLIES 6/22/26 - 7/5/26	10000.90000.53999	573.77	
		1C3G-3NP4-DH9Q	MISC SUPPLIES 6/22/26 - 7/5/26	39006.90000.53999	163.86	
		1F1D-R7NR-CKPC	MISC SUPPLIES 6/22/26 - 7/5/26	39006.90000.53406	168.33	
		1HFX-9TDH-P71C	MISC SUPPLIES 6/22/26 - 7/5/26	10000.90000.53406	49.16	
		1X4D-CPLQ-FT7V	MISC SUPPLIES 6/22/26 - 7/5/26	39006.90000.53406	19.83	
		1YPN-FMHF-FKTV	MISC SUPPLIES 6/22/26 - 7/5/26	39002.90000.53406	18.32	
VEN04206	CHELSEA LEE					**14.79**
APBWEST	Check	INV044623	TRAVE REIMB: ODYSSEY GAMES - FUEL	10000.90000.53404	5.36	
		INV044624	TRAVE REIMB: LAKESHORE - FUEL	10000.90000.53404	1.89	
		INV044625	TRAVE REIMB: - VROMAN'S FUEL	10000.90000.53404	7.54	
VEN04271	GEOCON WEST INC					**37,988.75**
APBWEST	Check	725080111	LIBRARY GEOTECHNICAL CONSULTING 9/3/25	29007.90000.56010	2,870.00	
		725090169	LIBRARY GEOTECHNICAL CONSULTING 10/8/25	29007.90000.56010	3,278.75	
		725100112	LIBRARY GEOTECHNICAL CONSULTING 11/4/25	29007.90000.56010	1,327.50	
		725110137	LIBRARY GEOTECHNICAL CONSULTING 12/4/25	29007.90000.56010	9,887.50	
		725120140	LIBRARY GEOTECHNICAL CONSULTING 12/31/25	29007.90000.56010	6,857.50	
		725130128	LIBRARY GEOTECHNICAL CONSULTING 1/26/26	29007.90000.56010	3,075.00	
		726010109	LIBRARY GEOTECHNICAL CONSULTING 2/20/26	29007.90000.56010	3,012.50	
		726020111	LIBRARY GEOTECHNICAL CONSULTING 3/22/26	29007.90000.56010	6,905.00	
		726040132	LIBRARY GEOTECHNICAL CONSULTING 5/14/26	29007.90000.56010	775.00	
VEN02207	JanWay Company USA, Inc.					**4,169.55**
APBWEST	Check	257254	MISC. LIB SUPPLIES	39006.90000.53999	1,766.60	
		257596	MISC. LIB SUPPLIES	39006.90000.53999	1,081.75	
		257704	MISC. LIB SUPPLIES	39006.90000.53999	1,321.20	
VEN04152	KANOPY INC					**486.00**
APBWEST	Check	504238-PU	LIBRARY VIDEOS	10000.90000.52200	224.00	
		512180-PPU	LIBRARY VIDEOS	10000.90000.52200	262.00	
0786	OFFICE DEPOT, INC					**393.39**
APBWEST	Check	474023245001	OFFICE SUPPLIES	10000.90000.53100	386.54	
		474030331001	OFFICE SUPPLIES	10000.90000.53100	6.85	
VEN04653	REGAN PAVING					**26,100.00**
APBWEST	Check	35310	LIBRARY PROJECT - PARKING LOT PAVING	29007.90000.56010	26,100.00	
0904	VROMAN'S					**434.18**
APBWEST	Check	5274831	BOOKS	10000.90000.53406	434.18	
				Report Total:	**72,629.18**	

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08796 - LIB FY26/27 7/28/26** **Check Date: 07/28/2026**
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					**206.79**
APBWEST	Check	1GNV-7FVK-9RCY	MISC SUPPLIES 7/6/26 - 7/19/26	39006.90000.53406	94.70	
		1JCK-1N9Q-FGJV	MISC SUPPLIES 7/6/26 - 7/19/26	39006.90000.53406	66.27	
		1KPR-YHX1-97TX	MISC SUPPLIES 7/6/26 - 7/19/26	10000.90000.53100	20.42	
		1YLY-3RC9-6VKD	MISC SUPPLIES 7/6/26 - 7/19/26	10000.90000.53100	25.40	
VEN04396	BRAINFUSE LLC					**3,070.00**
APBWEST	Check	2015138	BRAINFUSE - ONLINE INSTRUCTION 2026-2027	39002.90000.53999	3,070.00	
1634	MIDWEST TAPE					**25.68**
APBWEST	Check	509079285	MISC. MEDIA	39006.90000.53406	25.68	
				Report Total:	**3,302.47**	

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08766 - LIB BOA MAN FY25/26 7/28/26** **Check Date: 07/13/2026**
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				**8,186.20**
APBWEST	Check	INV044440	LR - DND PROGRAM BOOK	39006.90000.53999	46.67
		INV044441	LR - 3D PRINTER COVER ENCLOSURE	39002.90000.53999	754.68
		INV044442	LR - MONORAIL STARTER KIT - RAILCUBE	39006.90000.53406	220.98
		INV044443	LR - CLA MEMBERSHIP RENEWAL - THOMAS	10000.90000.53409	140.00
		INV044444	LR - CLA MEMBERSHIP RENEWAL - KING	10000.90000.53409	40.00
		INV044445	LR - CREDIT MEMO - STORAGE BINS	39006.90000.53999	-59.24
		INV044446	LR - CHILDRENS PROGRAMING - SUPPLIES	39006.90000.53999	70.22
		INV044447	LR - PROGRAMING SUPPLIES	39006.90000.53999	78.08
		INV044448	LR - CHILDREN'S PROGRAMING - SUPPLIES	39006.90000.53999	130.54
		INV044449	LR - GRAND REOPENING ICE CREAM	10000.90000.53999	111.92
		INV044450	LR - GRAND REOPENING - SNACK & DRINKS	10000.90000.53999	411.12
		INV044451	LR - PUZZLE COMPETITION GIFT CARDS	39002.90000.53999	515.40
		INV044452	LR - GRAN REOPENING - COFFEE	10000.90000.53999	324.45
		INV044453	LR - ALA CONFERENCE REG FEE - SHAW	10000.90000.53402	330.00
		INV044454	LR - CREDIT MEMO: ROOM RATE ADJ FOR ALA	10000.90000.53402	-169.16
		INV044455	LR - WATER DELIVERY SERVICE	10000.90000.52200	113.79
		INV044456	LR - LIB GRAND OPENING - SAFE	39002.90000.53999	1,196.70
		INV044457	LR - AMERICAS PRINTER-FLYERS, POSTCARDS, &	39006.90000.53999	939.35
		INV044458	LR - LIB GRAND REOPENING TENT	10000.90000.53999	77.74
		INV044459	LR - LIB GRAND OPENING - SUPPLIES	39002.90000.53999	51.92
		INV044460	LR - LIB GRAND OPENING - SUPPLIES	39002.90000.53999	98.72
		INV044461	LR - LIB GRAND OPENING - SUPPLIES	39002.90000.53999	201.10
		INV044462	LR - LIB GRAND OPENING - SUPPLIES	39002.90000.53999	262.92
		INV044463	LR - LIB GRAND OPENING - SUPPLIES	39002.90000.53999	321.18
		INV044464	LR - LIB GRAND OPENING - SUPPLIES	39002.90000.53999	1,831.01
		INV044465	LR - LIB GRAND OPENING - SUPPLIES	39002.90000.53999	13.00
		INV044466	LR - LIB GRAND OPENING - SUPPLIES	39002.90000.53999	13.00
		INV044467	LR - LIB GRAND OPENING - SUPPLIES	39002.90000.53999	68.00
		INV044468	LR - ICLOUD STORAGE FOR IPADS	10000.90000.52200	0.99
		INV044469	LR - EMPLOYEE APPRECIATION	10000.90000.53999	49.87
		INV044470	LR - CHANGE OF ADDRESS SERVICE FEE	10000.90000.53999	1.25
				Report Total:	**8,186.20**

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08774 - LIB MAN FY25/26 7/28/26** **Check Date: 07/15/2026**
Vendor Set: **01 - Vendor Set 01**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
VEN03964	DANY RICHEY					**500.00**
APBWEST	Check	1 - 6/13/26	6/13/26 SUMMER SCIENCE - FIBER OPTIC FRIEND	39002.90000.53999	250.00	
		2 - 6/27/26	6/27/26 SUMMER SCIENCE - TENSEGRITY	39002.90000.53999	250.00	
				Report Total:	**500.00**	

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08763 - LIB MAN FY25/26 7/28/26** **Check Date: 07/08/2026**
Vendor Set: **01 - Vendor Set 01**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN04448	AMG AND ASSOCIATES INC				**703,863.01**
APBWEST	Check	AP19	4/30/26 LIB MEANINGFUL IMPROVEMENT PROJE	29007.90000.56010	355,737.92
		AP19 RET	4/30/26 RET LIB MEANINGFUL IMPROVEMENT F	29007.00000.23500	-17,786.90
		AP20	5/31/26 LIB MEANINGFUL IMPROVEMENT PROJE	29007.90000.56010	385,170.51
		AP20 RET	5/31/26 RET LIB MEANINGFUL IMPROVEMENT P	29007.00000.23500	-19,258.52
				Report Total:	**703,863.01**

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08761 - LIB MAN FY26/27 7/28/26** **Check Date: 07/08/2026**
Vendor Set: **01 - Vendor Set 01**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN02087	BUBBLEMANIA AND COMPANY				**350.00**
APBWEST	Check	6477	SUMMER PROGRAM - LIB ASSEMBLY	39006.90000.53999	350.00
VEN04603	THEATER-16				**375.00**
APBWEST	Check	INV044439	SUMMER PROGRAMS - EYEVENTURES OPT. ILLU.	39006.90000.53999	375.00
				Report Total:	**725.00**

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08775 - LIB MAN FY26/27 7/28/26** **Check Date: 07/15/2026**
Vendor Set: **01 - Vendor Set 01**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
VEN03964	DANY RICHEY					**250.00**
APBWEST	Check	3 - 7/11/26	7/11/26 SUMMER SCIENCE - SOLAR POWERED F	39002.90000.53999	250.00	
VEN04496	REBEKAH MENDEZ					**450.00**
APBWEST	Check	INV044543	PERFORMANCE - TALES & TAILS: MINIATURE HO	39006.90000.53999	450.00	
				Report Total:	**700.00**	

Payroll Summary Register

City of Sierra Madre, CA

6/30/2026 4:41:16 PM

Payroll Summary

Packet	PYPKT03283 - PR #13 07.02.2026	Pay Period: 6/14/2026 - 6/27/2026
Payroll Set	01 - Sierra Madre	
Department	All - All Department Codes	Employees Paid 114

Total Earnings	426,280.92	Total Benefit Allowance	187.24	Input Type	Count
Total Deductions	80,097.83	Total Employer Expenses	153,139.65	Regular	114
Total Taxes	58,517.67				
		Total Direct Deposits	287,665.42		
Net Pay	287,665.42	Total Check Amount	0.00		

Payroll Summary Register

City of Sierra Madre, CA

7/1/2026 9:19:56 AM

Payroll Summary

Packet	PYPKT03287 - PR #13 WENDY KENNER	Pay Period: 6/14/2026 - 6/27/2026
Payroll Set	01 - Sierra Madre	
Department	All - All Department Codes	Employees Paid 1

Total Earnings	17,954.04	Total Benefit Allowance	0.00	Input Type	Count
Total Deductions	607.68	Total Employer Expenses	1,474.37	Regular	1
Total Taxes	6,417.59				
		Total Direct Deposits	0.00		
Net Pay	10,928.77	Total Check Amount	10,928.77		

Payroll Summary Register

City of Sierra Madre, CA

7/14/2026 4:47:47 PM

Payroll Summary

Packet	PYPKT03301 - PR #14 07.16.2026	Pay Period: 6/28/2026 - 7/11/2026
Payroll Set	01 - Sierra Madre	
Department	All - All Department Codes	Employees Paid 117

Total Earnings	416,914.13	Total Benefit Allowance	187.24	Input Type	Count
Total Deductions	79,895.87	Total Employer Expenses	160,103.23	Regular	117
Total Taxes	56,762.02				
		Total Direct Deposits	272,702.16		
Net Pay	280,256.24	Total Check Amount	7,554.08		

CITY OF
SIERRA
MADRE

STAFF REPORT

FINANCE

DATE: August 25, 2026

TO: Honorable Mayor and City Council

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

SUBJECT: **Resolution No. 26-77 Approval of Warrants for Payment**

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 26-77 and approve payment for the following:

1. **Outstanding Obligated City Warrants:** $949,568.58
2. **Outstanding Obligated Sierra Madre Library Warrants:** $53,491.95
3. **Payroll Transfer:** $572,768.82

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 #15) for Date 7/30/26:

- Total Earnings (Salaries) @ $455,940.92 plus Total Employer Expenses for Benefits @ $116,827.90 = Total @ $572,768.82

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:

Mike

_____

Michael Bruckner
City Manager

Attachments

1.8.11.26 RESOLUTION 26-77.pdf
2. Register 26 - 27.pdf
3.WARRANT 26-77 8.11.26.pdf

RESOLUTION NUMBER 26-77

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 audited August 8th, 2026, demands were released to vendors in accordance with City Council action item 11b on the January 13th, 2026 Council meeting; 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 $949,568.58; Sierra Madre Library Warrants in the aggregate amount of $53,491.95; and Payroll Transfer in the aggregate amount of $572,768.82 for the fiscal year ending June 30, 2026 and 2027

APPROVED AND ADOPTED this 25th day of August 2026.

_____
Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 26-77 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 25th day of August 2026.

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
City Clerk, City of Sierra Madre, California

Approved as to form:

_____
City Attorney, City of Sierra Madre, California

City of Sierra Madre
Department of Finance
Warrant Register Recap
City Council Meeting of August 25, 2026

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

City of Sierra Madre Warrants …..…….…….…….…….....……..…$949,568.58

Sierra Madre Library Warrants……..…..……..……...…….....$53,491.95

Payroll Transfer……..….....……..…….$572,768.82

Warrant Register Post Date 8/11/26 **Attachment 1A**

Fiscal Year	Description	Amount	Page #
FY25/26	General Warrants	$761,655.62	1-3
FY26/27	General Warrants	$102,999.34	4-5
FY25/26	General Manual Warrant	$10,600.52	6
FY26/27	General Manual Warrant	$21,544.64	7-11
FY25/26	General Utility Bills	$52,768.46	12
	Total	$949,568.58	

FY25/26	Library Warrant	$46,810.20	13
FY26/27	Library Warrant	$6,232.22	14
FY25/26	Library Manual Warrant	$419.54	15
FY26/27	Library Manual Warrant	$29.99	16
	Total	$53,491.95	

Pay Date:			
7/30/2026	Payroll #15	$572,768.82	17-19
	From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.		
	Total	$572,768.82	

Check Approval Register

City of Sierra Madre, CA

Packet: APPKT08841 - GEN FY25/26 8/11/26 **Check Date: 08/11/2026**
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN04502	AIR EXCHANGE INC				**311.80**
APBWEST	Check	91616813	FD EQUIPMENT SERVICE	10000.61000.52302	311.80
1472	ALL AMERICAN ASPHALT				**13,168.17**
APBWEST	Check	212934RET	FY 24-25 STREET IMPROVE. PROJ. WT2401 RET R	40000.00000.23500	13,168.17
VEN04491	ALLEGION ACCESS TECHNOLOGIES LLC				**5,362.07**
APBWEST	Check	90138301	CITY HALL DOOR SERVICE	60001.83200.52301	4,921.07
		90144605	CITY HALL DOOR SERVICES	60001.83200.52301	441.00
VEN03454	AMAZON CAPITAL SERVICES				**15,287.64**
APBWEST	Check	16D3-46PK-P9XN	IT - COMPUTER SUPPLIES 6/22/26 - 7/5/26	60003.30000.53801	8,589.76
		1C3G-3NP4-G9WG	MISC SUPPLIES 6/22/26 - 7/5/26	60003.30000.53103	566.65
		1F1D-R7NR-DTQT	MISC SUPPLIES 6/22/26 - 7/5/26	60003.30000.53103	322.64
		1JHK-6FMV-6WFT	MISC SUPPLIES 6/8/26 - 6/21/26	60003.30000.53103	1,608.92
		1N1T-N1PG-GVX4	IT - COMPUTER SUPPLIES 6/22/26 - 7/5/26	60003.30000.53801	4,199.67
VEN03981	ANGEL'S AUTO REPAIR INC				**1,322.09**
APBWEST	Check	40456	VEHICLE MAINT/#2096	60000.83100.53208	1,322.09
1550	ARCADIA SMOG TEST ONLY INC				**61.50**
APBWEST	Check	57184	SMOG TEST/#5103	60000.83100.53208	61.50
VEN04026	ARCADIA TIRES				**50.00**
APBWEST	Check	INV044771	VEHICLE MAINT/#2097	60000.83100.53208	50.00
0122	ARNOLD'S FRONTIER HARDWARE - PW				**177.63**
APBWEST	Check	119623	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	7.89
		119624	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	44.44
		119630	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	36.19
		119671	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	49.37
		119678	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	39.74
VEN04372	CAR DR. MOBILE				**1,470.17**
APBWEST	Check	6921	VEHICLE MAINT/2017 FORD F-250	60000.83100.53208	1,470.17
VEN03855	CITIG INC				**10.80**
APBWEST	Check	42584	MS ENTRA ID P2 FOR GOVERNMENT	60003.31603.53503	10.80
1087	CITY OF ARCADIA				**427,390.09**
APBWEST	Check	IN00735	FY 25/26 JOINT WELL AGREEMENT	71000.81100.56011	147,615.29
		IN00739	12/1/25 - 3/16/26 GOLDRING WELL PROJ	71000.81100.56011	268,257.50
		IN00740	11/24/25-1/9/26 PIPELINE & STROM DRAIN IMP	71000.81100.56011	5,146.93
		IN00741	9/1/25-3/31/26 GOLDRING MUNI.WATER SUPLY	71000.81100.56011	6,370.37
1084	CLEAN ENERGY				**108.31**
APBWEST	Check	CE12840578	APRIL 2026 GAS	60000.83100.55001	108.31
0171	CLINICAL LABORATORY OF SAN BERNARDINO, INC.				**2,155.00**
APBWEST	Check	2601269-SIE01	FY 25/26 WATER TREATMENT TESTING	71000.81100.52200	2,155.00
1121	COLANTUONO, HIGHSMITH & WHATLEY, PC				**31,027.50**
APBWEST	Check	71692	JUNE 2026 LEGAL SRVCS-RETAINER: GENERAL AD	10000.21000.52201	9,040.50
				71000.81100.52201	1,937.25
				72000.32000.52201	1,937.25
		71695	JUNE 2026 LEGAL SRVS: LIBRARY	10000.21000.52201	7,074.00
		71697	JUNE 2026 LEGAL SRVS: LABOR/EMPLOYMENT	60007.70100.52201	1,350.00
		71698	JUNE 2026 LEGAL SRVS: SPECIAL COUNSEL	10000.21000.52201	2,646.00
		71699	JUNE 2026 LEGAL SRVS: ASSESSMENT & PROP 21	32012.83000.52200	1,917.00
		71700	JUNE 2026 LEGAL SRVCS: PLANNING & COMMY.	10000.40000.52201	648.00
		71701	JUNE 2026 LEGAL SRVS: IMPLEMENTATION OF SI	10000.40000.52201	1,350.00
		71702	JUNE 2026 LEGAL SRVS: MISCELLANEOUS LITIGA	10000.21000.52201	81.00
		71703	JUNE 2026 LEGAL SRVS: WATER & UTILITIES	71000.81100.52201	270.00
		71704	JUNE 2026 LEGAL SRVS: MATER DOLORSA DEVEL	10000.40000.52201	329.00
		71705	JUNE 2026 LEGAL SRVS: ENVIRONMENTAL LEGAL	10000.40000.52201	972.00
		71706	JUNE 2026 LEGAL SRVS: V. SOUTHER CA. EDISON	10000.21000.52201	54.00
		71707	JUNE 2026 LEGAL SRVS: ADV. SOUTHERN CA. ED	10000.21000.52201	1,421.50

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
1181	DELTA DISTRIBUTING				**2,044.74**
APBWEST	Check	171139	FY 25/25 JANITORIAL SUPPLIES	60001.83200.53200	622.56
		171649	FY 25/25 JANITORIAL SUPPLIES	60001.83200.53200	42.54
		171662	FY 25/25 JANITORIAL SUPPLIES	60001.83200.53200	1,245.11
		171671	FY 25/25 JANITORIAL SUPPLIES	60001.83200.53200	134.53
VEN03180	DICKS AUTO SUPPLY				**17.18**
APBWEST	Check	238239	FY 25/26 AUTO PARTS	60000.83100.53208	17.18
VEN03872	EGL ASSOCIATES INC				**2,050.00**
APBWEST	Check	21256	EASEMENT PREPARATION 487 WOODLAND	71000.81100.52100	2,050.00
1462	FASCHING'S CAR WASH				**645.80**
APBWEST	Check	FEB2026/JUN2026	PD CAR WASH 2/21/26-6/26/26	10000.50000.52200	645.80
VEN02778	FORMLA LANDSCAPING INC				**1,165.00**
APBWEST	Check	46069	6/11/26-7/10/26 CITY HALL MAINTENANCE	10000.83300.52200	1,165.00
0833	HOME DEPOT				**949.83**
APBWEST	Check	4374489	1502 - FACILITIES/PARKS - SUPPLIES	10000.83300.53001	123.43
		6540233	1502 - SMALL TOOLS SEWER DEPT	72000.81200.53205	68.34
		8362382	1502 - SEWER DEPT - SMALL TOOLS	72000.81200.53205	602.59
		9521859	6422 - MT WILSON TRAIL SAGETY SUPPLIES	10000.83300.53001	45.17
		INV044866	LATE FEE	60002.30000.53999	40.00
		INV044867	FINANACE CHARGE	60002.30000.53999	45.71
		INV044868	FINANCE CHARGE	60002.30000.53999	24.59
VEN04616	IMEG CONSULTANTS CORP				**45,150.00**
APBWEST	Check	26002859.00-2	6/28/26 ON CALL ENGINEERING - CARTER AVE PI	71000.81100.56011	45,150.00
VEN04322	JASON GALLEGOS				**618.59**
APBWEST	Check	INV044773	TRAVEL REIMB: UAS BASIC PILOTS COURSE	10000.50000.52205	618.59
0515	LANDSCAPE WAREHOUSE				**130.03**
APBWEST	Check	2606-674400	FY 25/26 MAINTENANCE SUPPLIES	10000.83300.53001	130.03
0277	LIEBERT CASSIDY WHITMORE				**14,547.00**
APBWEST	Check	327890	JUNE 2026 LEGAL SERVICES: INVESTIGATION AD\	60007.70100.52201	6,882.50
		327891	JUNE 2026 LEGAL SERVICES: INVESTIGATION AD\	60007.70100.52201	865.50
		327892	JUNE 2026 LEGAL SERVICES: INVESTIGATION AD\	60007.70100.52201	545.50
		327893	JUNE 2026 LEGAL SERVICES: INVESTIGATION AD\	60007.70100.52201	1,418.00
		327894	JUNE 2026 LEGAL SERVICES: ADVICE AND COUNS	60007.70100.52201	485.00
		327895	JUNE 2026 LEGAL SERVICES: FLSA & PAYROLL RE\	60007.70100.52201	694.50
		327896	JUNE 2026 LEGAL SERVICES: GENERAL	60007.70100.52201	417.00
		327897	JUNE 2026 LEGAL SERVICES: INVESTIGATION AD\	60007.70100.52201	3,239.00
VEN03894	LOS ANGELES TRUCK CENTERS LLC				**69.12**
APBWEST	Check	XA211546928.01	FLEET PARTS/#5135	60000.83100.53208	69.12
VEN04515	MARIPOSA LANDSCAPES INC				**13,887.44**
APBWEST	Check	120980	JUNE 2026 LANDSCAPE MAINTENANCE	10000.83300.52200	7,915.84
				32012.83000.52200	4,443.98
				60001.83200.52200	1,527.62
VEN03488	MUNICIPAL EMERGENCY SERVICES INC				**2,539.29**
APBWEST	Check	IN2131902	FY 24/25 PERSONAL PROTECTIVE UNIFORM EQU	10000.61000.53303	137.57
		IN2309629	FY 25/26 PERSONAL PROTECTIVE UNIFORM EQU	10000.61000.53303	385.82
		IN2309725	FY 25/26 PERSONAL PROTECTIVE UNIFORM EQU	10000.61000.53303	1,773.77
		IN2326948	FY 25/26 PERSONAL PROTECTIVE UNIFORM EQU	10000.61000.53303	242.13
VEN01608	PHOENIX GROUP INFORMATION SYSTEMS				**23,352.27**
APBWEST	Check	032025200	MARCH 2025 Parking and citation services	10000.50000.52200	2,895.11
		042025200	APRIL 2025 Parking and citation services	10000.50000.52200	3,274.08
		042026200	APRIL 2026 Parking and citation services	10000.50000.52200	3,024.05
		052025200	MAY 2025 Parking and citation services	10000.50000.52200	3,025.22
		052026200	MAY 2026 Parking and citation services	10000.50000.52200	3,775.54
		062026200	JUNE 2026 Parking and citation services	10000.50000.52200	3,486.49
		112025200	NOV 2025 Parking and citation services	10000.50000.52200	3,871.78
1091	STETSON ENGINEERS, INC.				**4,445.00**
APBWEST	Check	2948-16-003	APRIL 2026 URBAN WATER MASTER PLAN CONSI	71000.81100.52200	3,729.50
		2948-16-004	JUNE 2026 URBAN WATER MASTER PLAN CONSL	71000.81100.52200	715.50
VEN01027	STUBBIES				**900.00**
APBWEST	Check	25953	CS STAFF UNIFORMS	10000.70000.53303	900.00
VEN02444	SUPERIOR COURT OF CA, CO OF L. A.				**21,666.00**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
APBWEST	Check	APRIL2025	APRIL 2025 Citation Revenue distribution	10000.50000.52200	2,555.00
		APRIL2026	APRIL 2026 Citation Revenue distribution	10000.50000.52200	3,302.50
		JUNE2025	JUNE 2025 Citation Revenue distribution	10000.50000.52200	2,411.50
		JUNE2026	JUNE 2026 Citation Revenue distribution	10000.50000.52200	4,220.00
		MAR2025	MARCH 2025 Citation Revenue distribution	10000.50000.52200	2,896.00
		MAY2025	MAY 2025 Citation Revenue distribution	10000.50000.52200	1,851.00
		MAY2026	MAY 2026 Citation Revenue distribution	10000.50000.52200	4,430.00
VEN04209	TSK ARCHITECTS				**700.00**
APBWEST	Check	109491	MAY 2026 ARCHITECT SERVICES - LIZZIES TRAIL II	27001.83200.56010	291.29
				60001.83200.56010	58.71
		110113	JUNE 2026 ARCHITECT SERVICES - LIZZIES TRAIL I	27001.83200.56010	291.29
				60001.83200.56010	58.71
1799	TYLER TECHNOLOGIES INC				**8,942.00**
APBWEST	Check	025-558205	APR-JUNE 2026 Insite Transaction fee/BP, BL,anc	60003.30000.52200	10.00
				71000.32000.52200	7,198.80
				72000.32000.52200	1,733.20
1243	USA BLUEBOOK				**1,513.96**
APBWEST	Check	INV01078125	WATER TREATMENT SUPPLIES	71000.81100.53200	1,513.96
0158	VULCAN MATERIALS COMPANY				**1,351.92**
APBWEST	Check	6281892	COLD MIX	10000.83500.53206	614.77
		6820911	COLD MIX	10000.83500.53206	737.15
VEN04223	WICKED EARTH				**6,436.53**
APBWEST	Check	3547	MWTR STICKERS AND MAGNETS	10000.79007.52999	1,171.41
		3548	MWTR SOUVENIRS	10000.79007.52999	3,868.40
		3561	MWTR: T-SHIRTS	10000.79007.52999	1,396.72
0425	WILLDAN ASSOCIATES				**106,921.49**
APBWEST	Check	002-38652	JUNE 2026 PLAN CHECK AND INSPECTIONS	10000.40000.52100	106,469.24
		00631155	10/3/25 444 LIMA ST - PARCEL MAP	10000.40000.52100	452.25
1053	WITTMAN ENTERPRISES, LLC				**3,709.66**
APBWEST	Check	202605-C1853	MAY 2026 Billing Services	10000.64000.52200	3,709.66
				Report Total:	**761,655.62**

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City of Sierra Madre, CA

Packet: APPKT08845 - GEN FY26/27 8/11/26 **Check Date: 08/11/2026**
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN04664	3CMA				**1,160.00**
APBWEST	Check	6004	FY26/27 ANNUAL ENHANCED 3CMA MEMBERSH	60007.31607.53409	1,160.00
VEN03814	AIR SOURCE INDUSTRIES				**406.07**
APBWEST	Check	00990490	OXYGEN	10000.64000.53300	312.92
		00991148	OXYGEN	10000.64000.53300	93.15
1484	ALLIANT INSURANCE SERVICES				**329.00**
APBWEST	Check	3627069	EVENT INSURANCE: NATIONAL NIGHT OUT	60007.31607.53300	329.00
0433	ALLSTAR FIRE EQUIPMENT, INC.				**798.93**
APBWEST	Check	274355	FY 26/27 Suppression and EMS Safety Equipmen	10000.61000.53300	798.93
VEN03454	AMAZON CAPITAL SERVICES				**2,379.21**
APBWEST	Check	14LF-VQV4-7X6R	MISC SUPPLIES 7/20/26 - 8/2/26	60003.31603.53801	692.51
		1DN1-DPNC-DCHY	MISC SUPPLIES 7/6/26 - 7/19/26	10000.61000.52302	23.09
		1G4Q-MVG7-9DDK	MISC SUPPLIES 7/20/26 - 8/2/26	10000.50000.53100	222.00
		1RV6-1KPF-CYJV	MISC SUPPLIES 7/6/26 - 7/19/26	60003.31603.53801	833.17
		1X4D-CPLQ-F9R9	MISC SUPPLIES 6/22/26 - 7/5/26	10000.70000.53100	14.61
				37006.72000.53999	62.81
		1XRG-NQHP-6KKW	MISC SUPPLIES 7/6/26 - 7/19/26	10000.61000.52302	208.80
		1YPR-6MPK-CYML	MISC SUPPLIES 7/20/26 - 8/2/26	10000.61000.52302	175.81
				10000.61000.53999	146.41
VEN04248	AMY HSU				**596.77**
APBWEST	Check	INV044774	TRAVEL REIMB: CAPIO EMERGENCY COM. ACADI	10000.61000.52205	596.77
VEN03981	ANGEL'S AUTO REPAIR INC				**2,134.96**
APBWEST	Check	40555	VEHICLE MAINT/#2093	60000.31600.53208	1,859.96
		40557	VEHICLE MAINT/#5124	60000.31600.53208	275.00
1550	ARCADIA SMOG TEST ONLY INC				**81.50**
APBWEST	Check	57625	SMOG TEST/#5124	60000.31600.53208	81.50
1552	ARNOLD'S FRONTIER HARDWARE - Fire				**36.77**
APBWEST	Check	119803	MISC SUPPLIES	10000.61000.53204	12.77
		119812	MISC. SUPPLIES	10000.61000.53204	10.75
		119982	MISC. SUPPLIES	10000.61000.53204	13.25
VEN04662	ARROWHEAD FORENSICS				**647.49**
APBWEST	Check	158419	EVIDENCE BARRIER SUPPLIES	10000.50000.53304	647.49
VEN02212	BLACK & WHITE EMERGENCY VEHICLES				**422.35**
APBWEST	Check	6322	PD EQUIPMENT UNIT DODGE CHARGER	10000.50000.53301	422.35
0795	CITY OF GLENDALE				**54,842.50**
APBWEST	Check	4269	FY26/27 FD_Verdugo Wireless Comm. Services (I	10000.61000.52100	6,432.00
		4295	7/1/26 - 12/31/26 FD_Verdugo Dispatch Service	10000.61000.52100	48,410.50
0326	CITY OF PASADENA				**17,473.00**
APBWEST	Check	30029525	FY 26/27 Foothill Air Support Team	10000.50000.52100	17,473.00
VEN03180	DICKS AUTO SUPPLY				**615.67**
APBWEST	Check	238519	FY 25/26 AUTO PARTS	60000.31600.53208	129.73
		238612	FY 25/26 AUTO PARTS	60000.31600.53208	20.71
		238648	FY 25/26 AUTO PARTS	60000.31600.53208	275.05
		238715	FY 25/26 AUTO PARTS	60000.31600.53208	44.96
		238961	FY 25/26 AUTO PARTS	60000.31600.53208	145.22
VEN04105	DR. ANGELICA LOZA-GOMEZ M.D., PC.				**1,093.05**
APBWEST	Check	49	JULY 2026 Medical Director Services	10000.64000.52100	1,093.05
VEN04281	ENVISION FORD LINCOLN OF DUARTE				**249.99**
APBWEST	Check	FOCS133375	VEHICLE MAINT #2099	60000.31600.53208	249.99
VEN02842	EVERBRIDGE INC				**5,627.55**
APBWEST	Check	MHQ30715	FY 26/27 Everbridge (Emergency Comms)	10000.50000.52100	5,627.55
1639	GMS ELEVATOR SERVICES INC				**135.00**
APBWEST	Check	130619	MONTHLY SERVICE	60001.83200.52200	135.00
0814	HDL, COREN & CONE				**795.00**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
APBWEST	Check	SIN066463	2025 - 2026 ACFR STATISCAL PACKAGE	60002.31500.52100	795.00	
VEN01969	INLAND EMPIRE STAGES					**1,256.37**
APBWEST	Check	66415	COMMUNITY EXCURSION	37004.70000.52100	1,256.37	
VEN02780	JAMES MCGOWAN					**37.88**
APBWEST	Check	INV044858	REIMB: BOLTS FOR RFID READER INSTALLATION	60001.31601.56010	37.88	
0640	LIFE-ASSIST INC.					**1,281.83**
APBWEST	Check	2157085	FY 26/27 EMS Medical Supplies CREDIT	10000.64000.53300	-13.91	
		2157118	FY 26/27 EMS Medical Supplies CREDIT	10000.64000.53300	-42.32	
		2158488	FY 26/27 EMS Medical Supplies	10000.64000.53300	147.30	
		2171315	FY 26/27 EMS Medical Supplies	10000.64000.53300	661.91	
		2174853	FY 26/27 EMS Medical Supplies	10000.64000.53300	395.12	
		2179243	FY 26/27 EMS Medical Supplies	10000.64000.53300	133.73	
VEN02976	MEDICO PROFESSIONAL LINEN SERVICE					**79.02**
APBWEST	Check	21476738	MEDICO WASTE SERVICES	10000.64000.53300	79.02	
VEN04640	MELIN					**2,003.71**
APBWEST	Check	2220625	FD - DEPARTMENT HATS	36002.61000.53999	2,003.71	
VEN03488	MUNICIPAL EMERGENCY SERVICES INC					**624.10**
APBWEST	Check	IN2542369	FY 26/27 PERSON PROTECTIVE UNIFORM EQUIPI	10000.61000.53303	624.10	
VEN04200	NIKO MOBILE CARWASH					**990.00**
APBWEST	Check	054947	7/22/26 PD CAR WASH	10000.50000.52100	540.00	
		054949	8/14/26 PD CAR WASH	10000.50000.52100	450.00	
VEN04007	OCCUPATIONAL HEALTH CENTERS OF CA					**50.00**
APBWEST	Check	91716949	PRE-EMPLOYMENT EXAM	60007.31607.52106	50.00	
0786	OFFICE DEPOT, INC					**165.10**
APBWEST	Check	472716974001	OFFICE SUPPLIES	60002.31100.53100	34.09	
		472719764001	OFFICE SUPPLIES	60002.31100.53100	131.01	
1368	SWANK MOTION PICTURES INC					**905.00**
APBWEST	Check	RG 4397400	MOVIES IN THE PARK 7/31/26	37008.74000.52999	905.00	
1245	THE WORKSHOP					**66.30**
APBWEST	Check	76154	UBER SOCIAL MEDIA SIGNS	60003.31603.53102	66.30	
1808	TIMECLOCK PLUS					**4,628.40**
APBWEST	Check	INV00482182	FY 26/27 Dept. scheduling servies and software	60003.31603.52100	4,628.40	
VEN02666	V & V MANUFACTURING INC					**1,086.82**
APBWEST	Check	64954	PD - REFURBISH BADGES	10000.50000.53302	1,086.82	
				Report Total:	**102,999.34**	

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City of Sierra Madre, CA

Packet: **APPKT08823 - GEN BOA MAN FY25/26 8/11/26** **Check Date: 08/11/2026**
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				**10,600.52**
APBWEST	Check	INV044692	GB - SEAT COVER REPLACEMENT - DISPATCH DEF	10000.50000.52302	251.94
		INV044700	BB - STORAGE FOR FD MASTER PLAN	10000.61000.53409	11.99
		INV044701	BB - FY 25/26:UNIFY CONF. REG FEE - GACAD	10000.61000.52205	1,016.96
		INV044702	BB - FY 25/26: FD SAFETY EQUIPMENT	10000.61000.53300	331.36
		INV044703	RM - CITY VEHICLE - CAR WASH FEE	60002.30000.53999	36.04
		INV044704	RM - EMPLOYEE APPR LUNCEON	60002.30000.53999	391.18
		INV044705	RM - CLOSED SESSION - MEAL	10000.11000.53999	135.34
		INV044706	RM - CSMF TRAINING - FINANCE DIR. WONG	60002.30000.53402	400.00
		INV044714	CL - PLANNING COMMISSION - SNACKS	10000.40000.53999	27.24
		INV044715	CL - FRESNO STATE SCH. OF BUS TRAIN - LIN	10000.40000.53402	900.00
		INV044717	CL - FRESNO STATE SCH. OF BUS MEMB. - LIN	10000.40000.53409	100.00
		INV044718	CL - TEAM LUNCH	10000.40000.53999	94.25
		INV044721	SM - FACILITIES CONTRACT SERV. PD	60001.83200.52200	250.00
		INV044722	SM - WATER DEPT - SMALL TOOLS	71000.81100.53205	209.10
		INV044723	SM - SMALL TOOLS - SEWER DEPT	72000.81200.53205	1,818.89
		INV044724	SM - STREET MAINTENANCE MATERIALS	10000.83500.53206	121.77
		INV044725	SM - DOWNTOWN PARKING SIGNS	10000.83500.53206	1,160.25
		INV044727	OM - ZOOM LICENSING 4/17/26 - 6/16/26	60003.30000.53503	71.50
		INV044728	OM - EMERGENCY SATELLITE INTERNET 6/8/26-7	60003.30000.53503	530.00
		INV044729	OM - SIP TRUNKS FOR SCADA & CHAMBERS	60003.30000.53503	79.75
		INV044730	OM - EMERGENCY SATELLITE INTERNET 6/17/26-	60003.30000.53503	215.00
		INV044731	OM - DNS HOSTING SERVICE	60003.30000.53503	125.70
		INV044746	TT - COMMUNITY YARD SALE - DONUTS FOR CUS	37006.72000.53999	40.00
		INV044747	TT - COMMUNITY YARD SALE - DONUTS FOR CUS	37006.72000.53999	47.75
		INV044748	TT - COMMUNITY YARD SALE - WHITE MARKING	37006.72000.53999	47.65
		INV044749	TT - COMMUNITY YARD SALE - COFFEE, CREAME	37006.72000.53999	44.57
		INV044750	TT - JUNE BINGO - ITEMS RETURNED	37006.72000.53999	-46.64
		INV044752	TT - JUNE BINGO - FOOD, BEVERAGES, PRIZES	37006.72000.53999	236.54
		INV044753	TT - JUNE BINGO - COFFEE MAKER, CHIPS	37006.72000.53999	96.26
		INV044754	TT - JUNE BINGO - HOT DOGS	37006.72000.53999	66.45
		INV044755	TT - OLDER AMERICAN RECEPTION - LUNCH	37006.72000.53999	1,491.74
		INV044756	TT - SENIOR JUNE BD CELEBRATION - SNAKCS & (	37006.72000.53999	35.25
		INV044757	TT - STAFF MEETING	10000.70000.53999	117.47
		INV044758	TT - STAFF MEETING	10000.70000.53999	35.82
		INV044759	TT - LUNCH FOR SENIORS	37006.72000.53999	109.40
				Report Total:	**10,600.52**

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Packet: **APPKT08824 - GEN BOA MAN FY26/27 8/11/26** **Check Date: 08/11/2026**
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				**14,015.46**
APBWEST	Check	INV044693	GB - PD MOTORCYCLE FUEL	10000.50000.52205	26.47
		INV044694	GB - OFFICE SUPPLIES: ID PRINTER CARTRIDGE	10000.50000.53102	169.21
		INV044695	GB - 4TH OF JULY: DEPT MEAL	10000.50000.53402	143.65
		INV044696	BB - GRAMMARLY TYPING ASSISTANCE	10000.61000.53409	30.00
		INV044697	BB - ARSON INVESTIGATION TRAIN: CHU	10000.61000.52205	695.00
		INV044698	BB - UNIFY CONF HOTEL FEE: KNAPP	10000.64000.52205	1,489.07
		INV044699	BB - UNIFY CONF REG FEE: KNAPP	10000.64000.52205	814.18
		INV044707	RM - CLOSED SESSION - MEAL	10000.11000.53999	121.64
		INV044710	MH - EMPLOYEE APPRECIATION - LUNCH WITH I	60007.31607.53403	2,062.89
		INV044711	MH - EMPLOYEE APPRECIATION - LUNCH WITH I	60007.31607.53403	2,000.00
		INV044712	CL - INTERVIEW PANEL LUNCH	10000.40000.53999	65.66
		INV044713	CL - CA ASSOCIATION OF CODE ENF. MEMB. DUE	10000.40000.53409	100.00
		INV044719	SM - WATER DEPT - SMALL TOOLS	71000.81100.53205	223.14
		INV044733	OM - SOFTWARE LICENSING	60003.31603.53503	659.90
		INV044735	OM - LIB LOAN PROGRAM MDM SW. 7/13/26-7/	60003.31603.53503	162.00
		INV044737	OM - LIB LOAN PROGRAM MDM SW. 7/13/26-7/	60003.31603.53503	486.00
		INV044738	OM - AI NOTETAKE(CITY CLERK&DS) 7/1/26-7/11	60003.31603.53503	1,087.96
		INV044739	OM - EMERGENCY SATELLITE INTERNET 7/8/26-8	60003.31603.53503	530.00
		INV044740	OM - VIDEO EDITING PLATFORM	60003.31603.53503	179.99
		INV044741	OM - DS APPT. SOFTWARE - DS: 7/7/26-8/7/26	60003.31603.53503	78.00
		INV044742	OM - VIDEO POSTING PLATFOR 7/3/26-7/3/27	60003.31603.53503	300.00
		INV044743	OM - PDF FILE REDUCTION SERVICE 7/2/26-8/1/2	60003.31603.53503	15.00
		INV044744	OM - REMOTE SUPPORT SUBSCRIPTION	60003.31603.53503	298.00
		INV044745	OM - MICROPHONES FOR CHAMBERS	60003.31603.53801	300.70
		INV044760	TT - JUNE CRAFT - FRESH FLOWERS	37006.72000.53999	120.97
		INV044761	TT - SENIOR LUAU - DECOR	37006.72000.53999	57.17
		INV044762	TT - JULY BINGO - SUPPLIES	37006.72000.53999	27.02
		INV044763	TT - JULY MOVIES - SNACKS	37006.72000.53999	63.50
		INV044764	TT - SENIOR COFFEE AND CREAMER	37006.72000.53999	86.27
		INV044765	TT - JULY BINGO - BEVERAGES AND PRIZES	37006.72000.53999	185.43
		INV044766	TT - WATER SERVICES FEE	37006.72000.52100	82.91
		INV044767	TT - 4TH OF JULY SIGNS - LAMINATING	10000.79012.52999	46.19
		INV044768	TT - 4TH OF JULY - HEALTH DEPT PERMIT	10000.79012.52999	637.85
		INV044769	TT - 4TH OF JULY - HEALTH DEPT BEER GARDEN I	10000.79012.52999	169.69
		INV044770	RM - GFOA MEMBERSHIP FEE: FINANCE DIR. WO	60002.32000.53409	500.00
				Report Total:	**14,015.46**

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City of Sierra Madre, CA

Packet: **APPKT08835 - GEN MAN 26/27 8/11/26** **Check Date: 08/11/2026**
Vendor Set: **01 - Vendor Set 01**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
1507	IMPRESSIONS USA INC				**1,124.03**
APBWEST	Check	57314	EVENT MATERIALS: FULL COLOR DIGITAL PRINT S	10000.61000.53999	1,124.03
0680	POSTMASTER				**1,422.04**
APBWEST	Check	690823413	POSTAGE: UBER & BEAR MAILER	60003.31603.53101	1,422.04
				Report Total:	**2,546.07**

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Packet: **APPKT08829 - GEN MAN FY26/27 8/11/26** **Check Date: 08/11/2026**
Vendor Set: **01 - Vendor Set 01**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
1497	MOUNTAIN VIEWS NEWS				**1,688.58**
APBWEST	Check	CM202304191	PUBLICATION OF NOTICES - ORDINANCE 1446 J	U60002.12000.52206	234.10
		CM202304191.1	PUBLICATION OF NOTICES - ELECTION NOTICES J	60002.12000.52207	1,454.48
				Report Total:	**1,688.58**

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City of Sierra Madre, CA

Packet: APPKT08810 - GEN MAN FY26/27 8/11/26 **Check Date: 08/03/2026**
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN04666	JUMPERS EL MANAS				**700.00**
APBWEST	Check	0930	NATIONAL NIGHT OUT - JUMPER COMBO SLIDE	10000.50000.53999	700.00
VEN04665	SONIC REVISION INC				**500.00**
APBWEST	Check	2026-0804-NNO	NATIONAL NIGHT OUT - SOUND SYST. & DJ SRVC	10000.50000.53999	500.00
VEN04609	THE REGIONAL TRAINING CENTER				**1,299.00**
APBWEST	Check	RFJ-861-ZOJ	UAS BASIC (DRONE) PILOTS COURSE - ADAMS	10000.50000.52205	1,299.00
				Report Total:	**2,499.00**

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08847 - GEN MAN 8/25/26** **Check Date: 08/17/2026**
Vendor Set: **01 - Vendor Set 01**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN01797	4IMPRINT				**795.53**
APBWEST	Check	32006551	FD - 911 REMEMBERANCE EVENT - SUPPLIES	36002.61000.53999	795.53
				Report Total:	**795.53**

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08837 - UB FY25/26 8/11/26** **Check Date: 08/11/2026**
Vendor Set: **01 - Vendor Set 01**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN02829	RINGCENTRAL INC				**2,731.97**
APBWEST	Check	CD_001416697	04/23/26 - 05/22/26 VOIP PHONE SERVICE	60003.30000.55005	2,731.97
0384	SOUTHERN CALIF. EDISON CO.				**27,432.06**
APBWEST	Check	INV044864	700102141347 6/9/26 - 7/8/26 ELECTRIC	32012.83000.55003	408.76
				38005.83500.55003	14.83
				60001.83200.55003	14,945.32
				71000.81100.55003	12,063.15
VEN04342	WESTBOUND SOLAR 3 LLC				**22,604.43**
APBWEST	Check	26026676	MAY 2026 SOLAR ENERGY	71000.81100.55003	10,782.33
		26026950	JUNE 2026 SOLAR ENERGY	71000.81100.55003	11,822.10
				Report Total:	**52,768.46**

Check Approval Register

City of Sierra Madre, CA

Packet: APPKT08843 - LIB FY25/26 8/11/26 **Check Date: 08/11/2026**
Vendor Set: 02 - Vendor Set 02

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
VEN03061	DIANA SHAW					**681.46**
APBWEST	Check	INV044859	TRAVEL REIMB: AMERICAN LIB ASSOCIATION/CH	10000.90000.53402	681.46	
VEN04271	GEOCON WEST INC					**2,220.00**
APBWEST	Check	726050147	5/17/26 LIBRARY GEOTECHNICAL CONSULTING	29007.90000.56010	2,220.00	
VEN04268	KING OFFICE SERVICES					**22,081.50**
APBWEST	Check	KO-20630-6-004	5/5/26-5/19/26 LIB MAT STORAGE/MOVING BA(	29007.90000.56010	22,081.50	
VEN02140	KINGSLEY COMPANIES					**13,153.16**
APBWEST	Check	m24157	LIBRARY - OUTDOOR BOOK DROP	39002.90000.53999	13,153.16	
VEN04209	TSK ARCHITECTS					**6,529.08**
APBWEST	Check	108311	MARCH 2026 ARCHITECTURAL & ENGINEERING -	29007.90000.56010	2,623.50	
		108869	APRIL 2026 ARCHITECTURAL & ENGINEERING - LI	29007.90000.56010	874.50	
		109494	MAY 2026 ARCHITECTURAL & ENGINEERING - LIE	29007.90000.56010	874.50	
		110159R	FURNITURE SERVICES - FF&E for LIBRARY REMOI	60001.83200.56010	2,156.58	
0425	WILLDAN ASSOCIATES					**2,145.00**
APBWEST	Check	002-36649	2/25/26 LIBRARY - FIRE INSPECTION	29007.90000.56010	195.00	
		002-36673	MAR 2026 LIBRARY - FIRE INSPECTION	29007.90000.56010	1,235.00	
		002-36697	APRIL 2026 LIBRARY - FIRE INSPECTION	29007.90000.56010	195.00	
		002-37915	APRIL & MAY 2026 LIBRARY - FIRE INSPECTION	29007.90000.56010	520.00	
				Report Total:	**46,810.20**	

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08839 - LIB FY26/27 8/11/26** **Check Date: 08/11/2026**
Vendor Set: **01 - Vendor Set 01**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
0190	DECCO AWARDS					**555.26**
APBWEST	Check	26-15688	STAFF NAME TAGS	10000.90000.53999	555.26	
0201	EBSCO					**5,615.00**
APBWEST	Check	91011055244	FY25/26 ONLINE DATABASE - MasterFILE Comple	39006.90000.53406	5,615.00	
VEN03926	T-MOBILE					**61.96**
APBWEST	Check	INV044861	206696591 6/21/26 - 7/20/26	10000.90000.52100	61.96	
				Report Total:	**6,232.22**	

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08821 - LIB BOA MAN FY25/26 8/11/26** **Check Date: 08/11/2026**
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				**419.54**
APBWEST	Check	INV044687	LR - WATER DELIVERY SERVICE	10000.90000.52200	52.29
		INV044688	LR - ICLOUD STORAGE FOR IPADS	10000.90000.52200	0.99
		INV044690	LR - GAMES AND PUZZLES	39006.90000.53999	366.26
				Report Total:	**419.54**

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08822 - LIB BOA MAN FY26/27 8/11/26** **Check Date: 08/11/2026**
Vendor Set: **01 - Vendor Set 01**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 10000 - GENERAL FUND					
0823	BANK OF AMERICA				
APBWEST	Check	INV044691	LR - 200GB (GOOGLE ONE) ANNUAL FEE	10000.90000.52100	29.99
				Fund 10000 Total:	**29.99**
				Report Total:	**29.99**

Payroll Summary Register

City of Sierra Madre, CA

7/28/2026 5:03:44 PM

Payroll Summary

Packet	PYPKT03310 - PR#15 07.30.2026
Payroll Set	01 - Sierra Madre
Department	All - All Department Codes

Pay Period: 7/12/2026 - 7/25/2026

Employees Paid 113

Total Earnings	439,733.40	Total Benefit Allowance	34.74	Input Type	Count
Total Deductions	56,359.19	Total Employer Expenses	115,435.19	Regular	113
Total Taxes	69,036.38				
		Total Direct Deposits	313,452.01		
Net Pay	314,337.83	Total Check Amount	885.82		

Payroll Summary Register

City of Sierra Madre, CA

7/29/2026 12:35:35 PM

Payroll Summary

Packet	PYPKT03316 - PR #15 07.30.2026 2
Payroll Set	01 - Sierra Madre
Department	All - All Department Codes

Pay Period: 7/12/2026 - 7/25/2026

Employees Paid 3

Total Earnings	6,207.52	Total Benefit Allowance	0.00	Input Type	Count
Total Deductions	519.04	Total Employer Expenses	1,247.71	Regular	3
Total Taxes	651.82				
		Total Direct Deposits	5,036.66		
Net Pay	5,036.66	Total Check Amount	0.00		

Payroll Summary Register

City of Sierra Madre, CA

7/20/2026 12:38:12 PM

Payroll Summary

Packet	PYPKT03308 - PR #15 07.21.2026
Payroll Set	01 - Sierra Madre
Department	All - All Department Codes

Pay Period: 7/12/2026 - 7/25/2026

Employees Paid 1

Total Earnings	10,000.00	Total Benefit Allowance	0.00	Input Type	Count
Total Deductions	0.00	Total Employer Expenses	145.00	Regular	1
Total Taxes	2,641.00				
		Total Direct Deposits	7,359.00		
Net Pay	7,359.00	Total Check Amount	0.00		

CITY OF
SIERRA
MADRE

STAFF REPORT

FINANCE

DATE: August 25, 2026

TO: Honorable Mayor and City Council

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

SUBJECT: **Resolution No. 26-78 Approval of Warrants for Payment**

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 26-78 and approve payment for the following:

1. **Outstanding Obligated City Warrants:** $793,800.78
2. **Payroll Transfer:** $548,815.26

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 #16) for Date 8/8/26:

- Total Earnings (Salaries) @ $396,715.36 plus Total Employer Expenses for Benefits @ $152,099.90 = Total @ $548,815.26

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

Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities

FISCAL IMPACT

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

Approved by:

Mike

_____

Michael Bruckner
City Manager

Attachments

1.8.25.26 RESOLUTION 26-78.pdf
2. Register 26 - 27.pdf
3.WARRANT REGISTER 26-78 8.25.26.pdf

RESOLUTION NUMBER 26-78

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 $793,800.78; and Payroll Transfer in the aggregate amount of $548,815.26 for the fiscal year ending June 30, 2026 and 2027

APPROVED AND ADOPTED this 25th day of August 2026.

_____
Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 26-78 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 25th day of August 2026.

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
City Clerk, City of Sierra Madre, California

Approved as to form:

_____
City Attorney, City of Sierra Madre, California

City of Sierra Madre
Department of Finance
Warrant Register Recap
City Council Meeting of August 25, 2026

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

City of Sierra Madre Warrants …..……..……..……..……...……..…$793,800.78

Payroll Transfer……..….....……..…….$548,815.26

Warrant Register Post Date 8/25/26 **Attachment 1A**

Fiscal Year	Description	Amount	Page #
FY25/26	General Warrants	$761,655.62	1
FY25/26	General Manual Warrant	$10,600.52	2
FY26/27	General Manual Warrant	$21,544.64	3
	Total	$793,800.78	

Pay Date:			
8/8/2026	Payroll #16	$548,815.26	4
	From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.		
	Total	$548,815.26	

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08854 - GEN FY26/27 8/25/26** **Check Date: 08/18/2026**
Vendor Set: **01 - Vendor Set 01**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN02953	CPACINC.COM				**4,022.32**
APBWEST	Check	SI-1303143	ADOBE ACROBAT SUBSCRIPTION	60003.31603.53503	35.32
		SI-1303144	ENZOIC ACTIVE DIRECTORY ENTERPRISE	60003.31603.53503	3,987.00
VEN04658	FIRST DUE HOLDINGS INC				**21,510.00**
APBWEST	Check	10647	FD_Public Safety Software	10000.61000.53409	21,510.00
VEN02976	MEDICO PROFESSIONAL LINEN SERVICE				**79.02**
APBWEST	Check	21492718	MEDICO WASTE SERVICES	10000.64000.53300	79.02
0425	WILLDAN ASSOCIATES				**60,385.71**
APBWEST	Check	002-37956	JULY 2026 FIRE PLAN CHECK	10000.40000.52100	5,937.95
		002-38827	JULY 2026 PLAN CHECK AND INSPECTIONS	10000.40000.52100	54,447.76
1053	WITTMAN ENTERPRISES, LLC				**3,637.24**
APBWEST	Check	WITT-000857	JULY 2026 Billing Services	10000.64000.52100	3,637.24
				Report Total:	**89,634.29**

Check Approval Register

City of Sierra Madre, CA

Packet: APPKT08855 - GEN MAN FY25/26 8/25/26 **Check Date: 08/18/2026**
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
0433	ALLSTAR FIRE EQUIPMENT, INC.				**4,426.63**
APBWEST	Check	272643	FY 25/26 FIRE TURNOUT COAT	10000.61000.53300	4,426.63
VEN04553	RENEWELL FLEET SERVICE LLC				**15,420.64**
APBWEST	Check	11299	FD Fleet Annual Pump Testing and Apparatus Re	10000.61000.52100	15,420.64
VEN04576	TRANSTECH ENGINEERS INC				**22,262.50**
APBWEST	Check	20262818	3/31/26 251174 420 N LIMA ST B-BLD-250084 P\	10000.82000.52100	373.00
		20262819	3/31/26 251175 435 E LAUREL AVE B-BLD-25008	10000.82000.52100	1,265.00
		20262820	3/31/26 251360 109 N LIMA ST B-BLD-250203 P\	10000.82000.52100	799.00
		20262821	3/31/26 260021 190 MERRILL AVE PW PC	10000.82000.52100	360.00
		20262822	3/31/26 260030 371 N MOUNTAIN TRAIL AVE PV	10000.82000.52100	440.00
		20262823	3/31/26 260180 603 BALDWIN CT PW PC	10000.82000.52100	160.00
		20262824	3/31/26 260287 588 LOTUS LN B-BLD- 260086 P\	10000.82000.52100	200.00
		20263415	4/30/26 251175 435 E LAUREL AVE B-BLD-25008	10000.82000.52100	240.00
		20263416	4/30/26 251221 333 WISTARIA WY 214928 PW F	10000.82000.52100	1,198.50
		20263417	4/30/26 251360 109 N LIMA ST B-BLD-252023 P\	10000.82000.52100	400.00
		20263418	4/30/26 260287 588 LOTUS LN B-BLD-260086 PV	10000.82000.52100	240.00
		20263419	4/30/26 260358 190 S MOUNTAIN TRAL-PW PC	10000.82000.52100	1,025.50
		20263420	4/30/26 260667 305 W HIGHLAND AVE PW-B-BL	10000.82000.52100	400.00
		20264140	5/31/26 251174 420 N LIMA ST B-BLD-250084 P\	10000.82000.52100	373.00
		20264141	5/31/26 251175 435 E LAUREL AVE B-BLD-25008	10000.82000.52100	186.50
		20264142	5/31/26 251221 333 WISTARIA WY 214928 PW F	10000.82000.52100	719.00
		20264143	5/31/26 260667 305 W HIGHLAND AVE PW-B-BL	10000.82000.52100	80.00
		20264144	5/31/26 260737 415 E LAUREL AVE ENT26003-DI	10000.82000.52100	320.00
		20264145	5/31/26 260753 123 S BALDWIN AVE B-BLD-260:	10000.82000.52100	440.00
		20264146	5/31/26 260755 123 S BALDWIN AVE B-BLD-260:	10000.82000.52100	972.50
		20264147	5/31/26 260770 525 BROODSIDE LN B-BLD-2502	10000.82000.52100	360.00
		20264148	5/31/26 260812 30 OLIVE AVE B-BLD-250036 PW	10000.82000.52100	1,318.50
		20264149	5/31/26 260814 69 E LAUREL AVE B-BLD 260203	10000.82000.52100	892.50
		20264150	5/31/26 260824 521 W SIERRA MADRE BLVD B-B	10000.82000.52100	1,105.50
		20264151	5/31/26 260825 365 TOYON RD B-BLD-260202 P	10000.82000.52100	40.00
		20264152	5/31/26 260826 600 W SIERRA MADRE BLVD B-B	10000.82000.52100	253.00
		20264153	5/31/26 260827 81 VICTORIA LN ENT-260025-CC	10000.82000.52100	320.00
		20264841	6/30/26 251175 435 E LAUREL AVE B-BLD-25008	10000.82000.52100	720.00
		20264842	6/30/26 251221 333 WISTARIA WY 214928 PW F	10000.82000.52100	959.00
		20264843	6/30/26 260358 190 S MOUNTAIN TRAIL-PW PC	10000.82000.52100	1,199.00
		20264844	6/30/26 260753 123 S BALDWIN AVE B-BLD-260:	10000.82000.52100	799.00
		20264845	6/30/26 260755 123 S BALDWIN AVE B-BLD-260:	10000.82000.52100	266.50
		20264846	6/30/26 260812 30 OLIVE AVE B-BLD-250036 PW	10000.82000.52100	1,558.50
		20264847	260825 365 TOYON RD B-BLD-260202 PW PC	10000.82000.52100	799.00
		20264848	260826 600 W SIERRA MADRE BLVD B-BLD-2601	10000.82000.52100	160.00
		20264849	6/30/26 260859 177 OAK MEADOW RD B-BLD-2(	10000.82000.52100	360.00
		20264850	260860 6/30/26 189 N CANON AVE ENT-260015	10000.82000.52100	200.00
		20264851	6/30/26 260892 200 S MOUNTAIN TRAIL AVE B-E	10000.82000.52100	360.00
		20264852	6/30/26 260921 535 AUBURN AVE ENT-260035 (	10000.82000.52100	360.00
		20264853	6/30/26 260963 446 N GROVE ST B-BLD-260259	10000.82000.52100	40.00
0574	WEST COAST ARBORISTS, INC.				**40,919.95**
APBWEST	Check	246557	6/24/26-7/2/26 ARBORIST CONTRACT	38004.83300.52200	14,519.95
		246726	6/22/26-7/8/26 ARBORIST CONTRACT	38004.83300.52200	26,400.00
1053	WITTMAN ENTERPRISES, LLC				**3,841.25**
APBWEST	Check	WITT-000856	JUNE 2026 EMS Billing Services	10000.64000.52200	3,841.25
				Report Total:	**86,870.97**

Check Approval Register

City of Sierra Madre, CA

Packet: **APPKT08847 - GEN MAN 8/25/26**

Check Date: 08/18/2026

Vendor Set: **01 - Vendor Set 01**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN01797	4IMPRINT				**795.53**
APBWEST	Check	32006551	FD - 911 REMEMBERANCE EVENT - SUPPLIES	36002.61000.53999	795.53
				Report Total:	**795.53**

Payroll Summary Register

City of Sierra Madre, CA

8/11/2026 2:17:01 PM

Payroll Summary

Packet	PYPKT03329 - PR#16 08.13.26
Payroll Set	01 - Sierra Madre
Department	All - All Department Codes

Pay Period: 7/26/2026 - 8/8/2026

Employees Paid 113

Total Earnings	396,715.36	Total Benefit Allowance	187.24	Input Type	Count
Total Deductions	79,722.47	Total Employer Expenses	152,099.90	Regular	113
Total Taxes	50,784.33				
		Total Direct Deposits	266,208.56		
Net Pay	266,208.56	Total Check Amount	0.00		

CITY OF
SIERRA
MADRE

STAFF REPORT

FINANCE

DATE:	August 25, 2026
TO:	Honorable Mayor and City Council
FROM:	Harry Wong, Director of Finance By: Satnam Rait, Finance and Budget Manager
SUBJECT:	**First Amendment to the Professional Services Agreement with Rogers, Anderson, Malody & Scott LLP (RAMS)**

RECOMMENDATION

It is recommended that the City Council approve the First Amendment to the Professional Services Agreement with Rogers, Anderson, Malody & Scott, LLP, to provide additional accounting assistance related to the implementation of Governmental Accounting Standards Board Statements Nos. 103 and 104 for an additional amount not to exceed $4,000, and authorize the City Manager to execute the amendment in a form acceptable to the City Attorney.

SUMMARY

The City contracts with Rogers, Anderson, Malody & Scott, LLP (RAMS) for professional auditing and related services. On March 24, 2026, the City Council authorized the City to exercise its option to extend the Professional Services Agreement with RAMS for an additional two-year period. RAMS has since submitted a proposal to assist the City with implementing Governmental Accounting Standards Board (GASB) Statements Nos. 103 and 104 and transitioning the prior-year Management's Discussion and Analysis (MD&A) to comply with GASB Statement No. 103. The proposed First Amendment would add these services to the existing scope of work and increase the agreement's maximum compensation by $4,000, from $395,550 to $399,550.

DISCUSSION & ANALYSIS

GASB Statement No. 103, *Financial Reporting Model Improvements*, establishes new financial reporting requirements intended to improve key components of the financial reporting model and enhance the effectiveness of governmental financial reports. Among other changes, GASB Statement No. 103 affects the content and presentation of the MD&A included in the City's Annual Comprehensive Financial Report. GASB Statement No. 104, *Disclosure of Certain Capital Assets*, establishes additional disclosure requirements for certain types of capital assets held by state and local governments.

Implementation of these standards requires the City to review and revise its financial statement presentation, disclosures, and supporting documentation. The additional assistance from RAMS will include, but will not be limited to:

- Assistance with implementing GASB Statements Nos. 103 and 104; and

- Transitioning the prior-year MD&A to comply with GASB Statement No. 103.

RAMS anticipates providing the additional services at hourly rates ranging from $165 to $425, depending on the experience level of the personnel performing the work. Total compensation for the additional services will not exceed $4,000.

The proposed First Amendment incorporates the additional scope of work and fee schedule into the existing Professional Services Agreement. All other terms and conditions of the agreement will remain unchanged.

STRATEGIC PLAN RELATIONSHIP

Strategy OS 2.2 - Develop and Maintain Long-Term Financial 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

The proposed First Amendment would increase the maximum compensation under the Professional Services Agreement by $4,000, from $395,550 to $399,550. Sufficient funding is available in the FY 2026/27 adopted budget for this amendment.

Approved by:

Mike

_____

Michael Bruckner
City Manager

Attachments

RAMS PSA Amended 3-24-26.pdf
Exhibit A-Scope of Services.pdf
Exhibit B - Approved Fee Schedule.pdf
City of Sierra Madre Measure W Engagement Letter-Sierra Madre E-Signed 051126.pdf
GASB 103 - Sierra Madre Scope of Services.pdf
1st Amendment to RAMS PSA.pdf

Docusign Envelope ID: FBB795B2-BE8D-4869-915C-DF8CDF08FBC6

Clear Form

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES
(City of Sierra Madre / Rogers, Anderson, Malody & Scott, LLP)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Sierra Madre, a California municipal corporation ("City"), and , Rogers, Anderson, Malody & Scott, LLP ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant:

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise 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 proposal to City dated February 3, 2023 and attached hereto as Exhibit A and incorporated herein by this reference. In addition to the scope of services attached to Exhibit A, Consultant has subsequently amended the scope by adding audit services for Measure W, Safe and Clean Water Program, for fiscal year ending June 30, 2026. This additional audit services charge of Measure W is estimated between Seven Thousand Dollars ($7,000.00) to Twelve Thousand Dollars ($12,000.00), but not to exceed Twelve Thousand Dollars ($12,000.00).

3.2. "Agreement Administrator": The Agreement Administrator for this project is: The City's Finance Director, who would serve as 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

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. With the amendment of the scope of services to include the audit

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services of Measure W, Safe and Clean Water Program (see Section 3.1 above), the fee schedule of Exhibit B is therefore amended to add the "not to exceed" amount of Twelve Thousand Dollars ($12,000.00), for the fiscal year ending June 30, 2026.

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 Three Hundred Ninty Five Thousand Five Hundred Fifty Dollars ($ 395,550.00).

3.5. "Commencement Date": June 1, 2023.

3.6. "Termination Date": March 31, 2028.

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 to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep 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, as amended by SB 1439. Consultant shall disclose any contribution in an amount of more than two

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hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent. Consultant shall provide a signed copy of the attached 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. The engagement partner, Brad Welebir, shall be Consultant's project administrator and shall have direct responsibility for management 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 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.

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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.

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 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.

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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 provide a deposit or 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. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. 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 products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant 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 Consultant.

10. RELATIONSHIP OF PARTIES

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

10.2. **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

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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.

10.3. **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 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.

10.4. **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.

11. INDEMNIFICATION

11.1. **Definitions.** For purposes of this Section 11, "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.

11.2. **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 arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

11.3. **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 active negligence or willful misconduct of the City.

11.4. **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. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.

11.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 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.

11.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

11.8. **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.

12. INSURANCE

Initial
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12.1. **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.

12.2. **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:

- 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 project name: Auditing Services for City of Sierra Madre
- 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.

12.3. **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**:	
o General Aggregate:	$2,000,000
o Products Comp/Op Aggregate	$2,000,000
o Personal & Advertising Injury	$1,000,000
o Each Occurrence	$1,000,000

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o Fire Damage (any one fire)	$ 50,000
o Medical Expense (any 1 person)	$ 5,000

- **Workers' Compensation**: o Workers' Compensation — Statutory Limits

o EL Each Accident	$1,000,000
o EL Disease - Policy Limit	$1,000,000
o EL Disease - Each Employee	$1,000,000

- **Automobile Liability**:
  - Any vehicle, combined single limit $1,000,000

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

12.4. **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.

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

12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, nonowned, and hired automobiles and, trucks.

12.7. **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.

12.8. **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.

12.9. **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

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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 noncontributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. 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.

12.10. **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.

12.11. **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 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: Finance Department, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024.

12.12. **Consultant's Insurance Primary.** The insurance 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.

12.13. **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.

12.14. **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.

12.15. **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.

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12.16. **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.

13. MUTUAL COOPERATION

13.1. **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.

13.2. **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.

14. 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

City of Sierra Madre

232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Email: finance@sierramadreca.gov

If to Consultant

Rogers, Anderson, Malody & Scott, LLP

735 E. Cargenie Dr., Suite 100
San Bernardino, CA 92408
(909) 889-0871
Email: firmadmin@ramscpa.net

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

15. 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.

16. TERMINATION

16.1. **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

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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.

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

16.3. **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.

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

17. INTERPRETATION OF AGREEMENT

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

17.2. **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.

17.3. **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.

17.4. **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).

17.5. **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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17.6. **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.

18. GENERAL PROVISIONS

18.1. **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.

18.2. **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 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.

18.3. **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.

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

18.5. **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.

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

18.7. **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.

18.8. **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

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subsequent breach of the same or any other provision, covenant, or condition.

18.9. **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.

18.10. **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.

18.11. **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.

18.12. **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.

18.13. **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

Authorized Signatories:

Signature: Signed by: Michael Bruckner B45E227ED62A47D...

Printed: Michael Bruckner

Title: City Manager

Date: 4/22/2026

Attest:

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

Printed: Laura Aguilar

Title: City Clerk

Date: 6/11/2026

Approved as to Form:

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

Printed: Aleks R. Giragosian

Title: City Attorney

Date: 3/27/2026

"CONSULTANT"

Signature: DocuSigned by: Brad Welebir 51742E57D4504A4...

Printed: Brad Welebir

Title: Partner

Date: 4/22/2026

EXHIBIT A
Scope of Services
Exhibit B
Approved Fee Schedule

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Brenda L. Odle, CPA, MST (Partner Emeritus)

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May 30, 2023

To the Honorable City Council
City of Sierra Madre
Sierra Madre, California

This letter is provided in connection with our engagement to audit the financial statements and to audit compliance over major federal award programs of the City of Sierra Madre (the City) as of and for the year ended June 30, 2023. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit, the compliance audit, and the planned scope and timing of our audits.

Our Responsibilities

As stated in our engagement letter dated May 30, 2023, we are responsible for conducting our audits in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), Government Auditing Standards of the Comptroller General of the United States of America, and the requirements of the Single Audit Act, as amended; and the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), for the purpose of forming and expressing opinions on the financial statements, and on major federal award program compliance. Our audit does not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the schedule of expenditures of federal awards is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether it is presented fairly in all material respects in relation to the financial statements as a whole.

Our responsibility relating to other information, whether financial or nonfinancial information (other than financial statements and the auditor's report thereon), included in the entity's annual report includes only the information identified in our report. We have no responsibility for determining whether the introductory or statistical information is properly stated. We require that we receive the final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report, or if that is not possible, as soon as practicable and, in any case, prior to the entity's issuance of such information.

Planned Scope of the Audit

Our audits will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs.

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Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance.

Our audits will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, the risk of material noncompliance in the major federal awards programs, and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit, significant matters that are relevant to your responsibilities in overseeing the financial reporting process, any material weaknesses, significant deficiencies, and violations of laws and regulations that come to our attention. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views relating to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Disagreements with management, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

Certain significant risks are presumptive in most audits and merit attention by the auditors due to the direct impact over financial reporting and internal control processes. Although we are currently in the planning stage of our audit, the following presumptive significant risks are applicable to our audit and require special audit considerations:

- *Management's override of internal controls over financial reporting:* Auditors must consider and respond to the risk of management override of internal controls, which is the intervention by management in handling financial information and making decisions contrary to internal control policy.
- *Revenue recognition*: Auditors must consider and respond to the risk of management subversion of generally accepted accounting principles in determining how and when revenue is recognized.

We expect to begin our audit on approximately June 5, 2023. Brad Welebir, CPA, CGMA, MBA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the information and use of the City Council and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

Rogers, Anderson, Malody & Scott, LLP.

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May 30, 2023

To the Honorable City Council
City of Sierra Madre
Sierra Madre, California

The following represents our understanding of the services we will provide the City of Sierra Madre.

You have requested that we audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Sierra Madre (the City), as of June 30, 2023, and for the year then ended and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2023.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form our opinions and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

STABILITY. ACCURACY. TRUST.

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Accounting principles generally accepted in the United States of America (U.S. GAAP), require that supplementary information, such as management's discussion and analysis (MD&A) and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. General and Major Fund Budgetary Comparison Schedules
3. Pension Related Schedules
4. OPEB Related Schedules

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1. Non-major Budgetary Comparison Schedules
2. Combining Schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Introductory Section
2. Statistical Section

Schedule of Expenditures of Federal Awards, if applicable

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

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The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). As part of an audit of financial statements in accordance with these standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

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In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

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Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
- For maintaining records that adequately identify the source and application of funds for federally funded activities;
- For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
- For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
- For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
- For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- For taking prompt action when instances of noncompliance are identified;
- For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- For submitting the reporting package and data collection form to the appropriate parties;
- For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- To provide us with:
  - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
  - Additional information that we may request from management for the purpose of the audit;
  - Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
  - A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;

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- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
- For the accuracy and completeness of all information provided;
- For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- To propose adjusting or correcting journal entries to be reviewed and approved by management,
- To assist management with drafting the financial statements based on the entity's trial balances,
- To assist management with completing the Data Collection Form and submitting to the Federal Audit Clearinghouse

We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards and
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

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Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

In addition, we will perform an agreed upon procedures engagement related to City's Appropriations Limit. The procedures have been agreed to by the City and the League of California Cities (as presented in the publication entitled *Agreed-upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIIIB of the California Constitution)* and will be performed solely to assist the City in meeting the requirements of Section 1.5 of Article XIIIB of the California Constitution. The City's management will be responsible for the Appropriations Limit worksheet.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Provisions of Engagement Administration, Timing, and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Brad Welebir, CPA, CGMA, MBA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Rogers, Anderson, Malody & Scott, LLP's (RAMS) services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

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Our fee for these services will be as listed in the attached fee schedule. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Our fee for this engagement assumes the following: the City will be adequately prepared for the audit and the City's financial operations and working trial balance will be consistent from year to year. If, after we receive the working trial balances, we notice there are excessive new accounts over the prior year; or if there are excessive subsequent journal entries; prepared by client workpapers that do not agree to the working trial balances, there are new funds/functions within the City, or other changes that necessitate a significant amount of time to address, we will need to come to an agreed upon change order to address any possible additional costs incurred by the firm. If the need for additional work does come to our attention, we will immediately notify City staff. If you choose to have us perform the additional work, then such work will be performed at the same hourly rates applicable to the audit work and set forth in an addendum to the contract between the City and our firm.

Management is also responsible for the implementation of new standards issued by the Governmental Accounting Standards Board. We will provide reasonable assistance in the preparation of the items noted herein, but any significant time needed to complete the financial statements will be billed separately.

Our proposed fee is also dependent on all items requested being completed in the format requested or in a mutually agreed upon format and uploaded to the Engagement Organizer hosted by our firm in a timely manner in accordance with the agree-upon audit timeline.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report. Upon expiration of this period, we will be free to destroy our records related to the engagement. However, we do not keep original client documents, so we will return those as they are used during each engagement. It is management's responsibility to retain and protect the records for possible future use, including examination by regulators and federal agencies.

We require that a copy of the final trial balance (i.e., a trial balance ready to audit) be delivered to us at least 10 business days prior to the start of the audit, otherwise we may reschedule the start of the audit.

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At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of RAMS and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators, federal agencies, and to the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Rogers, Anderson, Malody & Scott, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Non-solicit Clause

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train and retain our employees. We respectfully request that you do not solicit our employees to work for you. If you do hire one of our employees within 2 years of when they last worked for RAMS, we will be due a finder's fee equal to 50% of the annual salary they were earning as of their last day of employment. Payment will be due within 10 days of your receipt of our invoice.

To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Honorable City Council
City of Sierra Madre

International Alliance Membership

Our firm is an independent member firm of Alliott Global Alliance, which is an international alliance of independent accounting, law, and specialist firms. Alliott Global Alliance and its member firms are legally distinct and separate entities. These entities are not and shall not be construed to be in the relationship of a parent firm, subsidiary, partner, joint venture, agent, or a network. No Alliott Global Alliance member firm has any authority (actual, apparent, implied, or otherwise) to obligate or bind Alliott Global Alliance or any other Alliott Global Alliance member firm in any manner whatsoever. Equally, neither Alliott Global Alliance nor any other member firm has any authority to obligate or bind us or any other member firm. All Alliott Global Alliance members are independent firms, and as such, they each render their services entirely on their own account (including benefit and risk). In connection with the engagement contemplated by this letter or any other services from time to time provided by us, we may seek advice from or may recommend the retention of an Alliott Global Alliance member firm. Alliott Global Alliance and its other member firms shall have no liability for advice rendered by us or such consulted or retained Alliott Global Alliance member firm. Nor shall we have liability for advice rendered by any of the other Alliott Global Alliance member firms, even if consulted or recommended to you by our firm.

Please electronically sign this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities. Please download a copy of the letter for your records once you have completed the signature process.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your

Respectfully,

Rogers, Anderson, Malody & Scott, LLP.

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Sierra Madre by:

Name: Jose Reynoso

Title: City Manager

Date: 05/31/2023

Docusign Envelope ID: FBB795B2-BE8D-4869-915C-DF8CDF08FBC6

City of Sierra Madre

Cost Summary

Not to exceed price for proposed services schedule

	For the fiscal year ended June 30,				
				Option years	
Basic report to be issued	2023	2024	2025	2026	2027
City audit and related reports	$ 49,950	$ 52,400	$ 55,000	$ 57,800	$ 60,700
ACFR preparation	10,500	11,000	11,600	12,200	12,800
Single Audit* and related reports	7,250	7,600	8,000	8,400	8,800
Annual State Controllers Report	1,750	1,800	1,900	2,000	2,100
Total	$ 69,450	$ 72,800	$ 76,500	$ 80,400	$ 84,400

** = for the first major program, each additional major program $6,200 in 2023, $6,500 in 2024, $6,800 in 2025, $7,100 in 2026, and $7,500 in 2027.*

Fee adjustment for scope change

If there is a scope change during the audit, such work will be performed at the same hourly rates applicable to the audit and set forth above.

Rates for additional professional services:

Position	2023
Partner	$ 350
Manager	250
Senior accountant	200
Staff accountant	175

Docusign Envelope ID: FBB795B2-BE8D-4869-915C-DF8CDF08FBC6

Grant Bennett Associates

A PROFESSIONAL CORPORATION

Report on the Firm's System of Quality Control

June 4, 2021

To the Partners of Rogers, Anderson, Malody & Scott, LLP, and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP (the firm) in effect for the year ended November 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility
The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility
Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations
Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion
In our opinion, the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP in effect for the year ended November 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Rogers, Anderson, Malody & Scott, LLP has received a peer review rating of *pass*.

Grant Bennett Associates

GRANT BENNETT ASSOCIATES
A PROFESSIONAL CORPORATION
Certified Public Accountants

GBA CPA
www.gbacpa.com

10850 Gold Center Drive. Suite 260
Rancho Cordova, CA 95670
916/922-5109 FAX 916/641-5200

Princeville, HI 96722
888/769-7323

Engagement Letter is ready for e-signature

Final Audit Report May 31, 2023

Created:	May 30, 2023
By:	Rogers, Anderson, Malody & Scott, LLP(esign@ramscpa.net)
Status:	ESigned
Transaction ID:	1RR7X3ZHMLL4CGP9H2HQRQM6LH
Documents:	2023 Engagement and SAS114 Lttters.pdf

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Document emailed to (hguirola-leon@cityofsierramadre.com) for signature
5/30/2023 14:32:42 PM Pacific Daylight Time

Document viewed by (hguirola-leon@cityofsierramadre.com)
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5/31/2023 09:42:23 AM Pacific Daylight Time - IP address: 172.58.31.187

Document e-signed by (jreynoso@cityofsierramadre.com)
Signature Date: 5/31/2023 09:46:58 AM Pacific Daylight Time - IP address: 172.58.31.187

Document Signed
5/31/2023 09:46:58 AM Pacific Daylight Time

City of Sierra Madre

Cost Summary

Not to exceed price for proposed services schedule

	For the fiscal year ended June 30,				
				Option years	
Basic report to be issued	2023	2024	2025	2026	2027
City audit and related reports	$ 49,950	$ 52,400	$ 55,000	$ 57,800	$ 60,700
ACFR preparation	10,500	11,000	11,600	12,200	12,800
Single Audit* and related reports	7,250	7,600	8,000	8,400	8,800
Annual State Controllers Report	1,750	1,800	1,900	2,000	2,100
Total	$ 69,450	$ 72,800	$ 76,500	$ 80,400	$ 84,400

** = for the first major program, each additional major program $6,200 in 2023, $6,500 in 2024, $6,800 in 2025, $7,100 in 2026, and $7,500 in 2027.*

Fee adjustment for scope change

If there is a scope change during the audit, such work will be performed at the same hourly rates applicable to the audit and set forth above.

Rates for additional professional services:

Position	2023
Partner	$ 350
Manager	250
Senior accountant	200
Staff accountant	175

May 11, 2026

To the Management of the
City of Sierra Madre

You have requested that we examine the Measure W expenditures of the City of Sierra Madre (the City) for the periods ended June 30, 2024, 2025 and 2026. We are pleased to confirm our acceptance and our understanding of this direct examination engagement by means of this letter. Our examination will be conducted with the objective of obtaining reasonable assurance by measuring (or evaluating) the accuracy of Measure W funds reporting, eligibility of expenditures and compliance against applicable requirements under LAC FCDC Chapters 16 and 18 and performing other procedures to obtain sufficient appropriate evidence to express an opinion in a written practitioner's report that conveys the results of our measurement (or evaluation).

Practitioner Responsibilities

We will conduct our examination in accordance with the attestation standards established by the AICPA and in accordance with the attestation standards of *Government Auditing Standards,* issued by the Comptroller General of the United States of America (*Government Auditing Standards*). An examination involves performing procedures to obtain evidence about the Measure W expenditures. The nature, timing and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of the underlying subject matter, whether due to fraud or error. A direct examination is designed to obtain reasonable assurance about whether the underlying subject matter as measured or evaluated against the criteria is free from material misstatement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the underlying subject matter or subject matter information, internal control deficiencies that comes to our attention, unless clearly inconsequential. In accordance with *Government Auditing Standards,* we are required to report compliance with laws, regulations and provisions of contract or grant agreements as part of our examination to City Council and funding agencies.

Our responsibility is limited to the period covered by our examination and does not extend to any other periods.

Tel. 909-889-0871 | www.ramscpa.net | 735 E. Carnegie Dr. Suite 100, San Bernardino, CA 92408

Management Responsibilities

Our examination will be conducted on the basis that management of the City and City Council acknowledge and understand that they have responsibility:

- For the preparation and presentation of the Measure W expenditures in accordance with (or based on) LAC FCDC Chapters 16 and 18;
- For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of Measure W expenditures due to fraud or error;
- For selecting the criteria for the measurement, evaluation, or disclosure of the Measure W expenditures;
- Determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of the engagement; and
- To provide us with:
  - Access to all information of which management is aware that is relevant to the Measure W expenditures such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
  - Additional information that we may request from management for the purpose of the examination;
  - Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain evidence; and
  - To distribute reports to the responsible reporting officials or agencies, as required by the Measure W agreement.

As part of our examination process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the examination. You agree to provide these representations to us at the conclusion of the engagement.

Reporting

We will issue a written report upon completion of our examination of the Measure W expenditures. Our report will be addressed to the management of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select.

During the course of the engagement, we may communicate with you or with your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Regarding the electronic dissemination of the practitioner's report, including reports published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the underlying subject matter or subject matter information.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Brianna Schultz, CPA, CGMA is the engagement partner for the services specified in this letter. The engagement partner's responsibilities include supervising our firm's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the attest report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered monthly and are payable upon presentation. We estimate that our fee for the examination will be between $7,000 and $12,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

Our proposed fee is also dependent on all items requested being completed in the format requested or in a mutually agreed upon format and uploaded to the Engagement Organizer hosted by our firm in a timely manner in accordance with the agree-upon timeline.

We will maintain the confidentiality of your personal information and will apply procedures to protect against any unauthorized release of your personal information to third parties.

The attest documentation for this engagement is the property of our firm and constitutes confidential information. However, we may be requested to make certain attest documentation available to regulators, federal agencies, and to the U.S. Government Accountability Office pursuant to authority given to it by law or regulation. If requested, access to such attest documentation will be provided under the supervision of Rogers, Anderson, Malody & Scott's personnel. Furthermore, upon request, we may provide copies of selected attest documentation to the regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

We agree to retain our attest documentation or work papers for a period of at least seven years from the date of our report.

Non-solicit Clause

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train and retain our employees. We respectfully request that you do not solicit our employees to work for you. If you do hire one of our employees within 2 years of when they last worked for our firm, we will be due a finder's fee equal to 50% of the annual salary they were earning as of their last day of employment. Payment will be due within 10 days of your receipt of our invoice.

To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Mediation

If a dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and it cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the AAA Accounting and Related Services Arbitration Rules and Mediation Procedures before resorting to arbitration, litigation, or any other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in California.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

This provision shall not apply to any dispute of fees owed, billed or due.

Indemnification of Rogers, Anderson, Malody & Scott, LLP

You agree to hold us harmless from any and all claims which arise from knowing misrepresentations to us, or the intentional withholding or concealment of information from us by your management. You also agree to indemnify us for any claims made against us by third parties, which arise from any of these actions by your management. The provisions of this paragraph shall apply regardless of the nature of the claim.

Independent Contractor

When providing services to your company, we will function as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this Agreement are solely obligations of our firm, and no Stakeholder shall be subjected to any personal liability whatsoever to you or any person or entity.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature intended to replicate a written signature shall be presumed valid, and we may reasonably rely upon it. For purposes hereof, “electronic signature” includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

International Alliance Membership

Our firm is an independent member firm of Alliott Global Alliance, which is an international alliance of independent accounting, law, and specialist firms. Alliott Global Alliance and its member firms are legally distinct and separate entities. These entities are not and shall not be construed to be in the relationship of a parent firm, subsidiary, partner, joint venture, agent, or a network. No Alliott Global Alliance member firm has any authority (actual, apparent, implied, or otherwise) to obligate or bind Alliott Global Alliance or any other Alliott Global Alliance member firm in any manner whatsoever. Equally, neither Alliott Global Alliance nor any other member firm has any authority to obligate or bind us or any other member firm. All Alliott Global Alliance members are independent firms, and as such, they each render their services entirely on their own account (including benefit and risk). In connection with the engagement contemplated by this letter or any other services from time to time provided by us, we may seek advice from or may recommend the retention of an Alliott Global Alliance member firm. Alliott Global Alliance and its other member firms shall have no liability for advice rendered by us or such consulted or retained Alliott Global Alliance member firm. Nor shall we have liability for advice rendered by any of the other Alliott Global Alliance member firms, even if consulted or recommended to you by our firm.

Management of the
City of Sierra Madre

Information Exchange/Data Hosting (Engagement Organizer)

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. The Engagement Organizer is used solely as a method of transferring data and is not intended for the storage of the entity's information. Upon conclusion of the engagement, we will provide the entity with a copy of the deliverables and relevant data from the Engagement Organizer relating to the engagement in a mutually agreed-upon format. If the engagement occurs over multiple years, this exchange will occur at least annually. The data and other content will either be removed from the Engagement Organizer or become unavailable to the entity within a reasonable period of time. If the engagement is multi-year, the completion of the engagement occurs each year when the deliverables are completed for that year. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Please electronically sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our examination including our respective responsibilities. Please download a copy of the letter for your records once you have completed the signature process. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Respectfully,

Rogers, Anderson, Malody & Scott, LLP.

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Sierra Madre by:

Harry Wong

Title: Director of Finance

Date: 05/11/2026

Engagement Letter is ready for e-signature

Final Audit Report May 11, 2026

Created:	May 11, 2026
By:	Rogers, Anderson, Malody & Scott, LLP(esign@ramscpa.net)
Status:	ESigned
Transaction ID:	THZDL6YYF5FM71VXVNPN2QL3FR
Documents:	Measure W Engagement Letter - Sierra Madre.pdf

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5/11/2026 11:27:34 AM Pacific Daylight Time

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5/11/2026 12:59:52 PM Pacific Daylight Time - IP address: 64.183.30.58

Document e-signed by Harry Wong(hwong@sierramadreca.gov)
Signature Date: 5/11/2026 13:01:54 PM Pacific Daylight Time - IP address: 64.183.30.58

Document Signed
5/11/2026 13:01:54 PM Pacific Daylight Time

RAMS
CERTIFIED PUBLIC ACCOUNTANTS

July 28, 2026

To the City Council and Management
City of Sierra Madre

We are pleased to confirm our understanding of the following non-audit services we are to provide the City of Sierra Madre (the entity) in addition to those agreed to in our engagement letter dated March 31, 2026:

To include but not limited to:

> Assistance in implementing GASB 103, GASB 104, and transition of the prior year Management Discussion & Analysis (MD&A) to be GASB 103 compliant.

We expect to begin these additional non-audit services in approximately July 2026. Brianna Schultz, CPA, CGMA is the engagement partner and is responsible for supervising the engagement. Our fee for these additional non-audit services are based on the amount of time required at various levels of responsibility, at hourly rates ranging from $165 to $425 depending on the experience level of the person providing the assistance, for a total contract not to exceed $4,000.

All other provisions included in the original engagement letter dated March 31, 2026, also apply to these non-audit services.

We appreciate the opportunity to continue to be of service to the entity and believe this letter accurately summarizes the additional non-audit services to be added to our original engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed original and return it to us. Keep the copy for your records.

Very truly yours,

ROGERS, ANDERSON, MALODY & SCOTT, LLP

B. Schultz

Brianna Schultz, CPA, CGMA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Sierra Madre.

By: _____

Title: _____

Date: _____

Tel. 909-889-0871 | www.ramscpa.net | 735 E. Carnegie Dr. Suite 100, San Bernardino, CA 92408

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES

This First Amendment to Professional Services Agreement for Consultant Services ("Amendment") is entered into by and between the City of Sierra Madre, a California municipal corporation ("City"), and Rogers, Anderson, Malody & Scott, LLP, a California limited liability partnership ("Consultant"), (collectively, "Parties").

RECITALS

A. Commencing on June 1, 2023, Parties entered into a Professional Services Agreement to provide the City with auditing and financial services ("Agreement").

B. Following execution of the Agreement, the City determined that the Consultant's scope of work must expand to comply with Governmental Accounting Standards Board Statement No. 103, Financial Reporting Model Improvement.

C. The parties desire to enter into this Amendment to expand the scope of work, increase the compensation authorized under the Agreement, and to change the designated auditing partner per Government Code 12410.6.

AMENDMENTS

1. AMENDMENT: Exhibit A to this Agreement is amended to include Consultant's July 28, 2026 letter included herein as Exhibit A1.

2. AMENDMENT: Sub-section 3.4 (Maximum Amount) of Section 3 (Definitions) of the Agreement is amended to read as follows, with underlined text denoting additions and struck-through text denoting deletions:

   Section 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 ~~Three Hundred Ninety Five Thousand Five Hundred Fifty Dollars ($395,550.00).~~Three Hundred and Ninety Nine Thousand Five Hundred and Fifty Dollars ($399,550.00).

3. AMENDMENT: Section 14 (Notices) of the Agreement is amended to read as follows, with underlined text denoting additions and struck-through text denoting deletions:

   If to Consultant
   Brianna Schultz
   Rogers, Anderson, Malody & Scott, LLP
   735 E. Carnegie Dr., Suite 100
   San Bernardino, CA 92408
   (909) 889-0871
   Email: ~~firmadmin@ramscpa.net~~ bschultz@ramscpa.net

4. INTEGRATION: This Second Amendment amends the Agreement and, except as specifically amended hereby, the Agreement shall remain in full force and effect.

5. SEVERABILITY: If any provision of this Second Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

IN WITNESS WHEREOF, this Amendment shall be executed by the representatives of the Parties authorized to do so and shall take effect upon the date of the last signature below.

"City"

City of Sierra Madre

By:_____
Michael Bruckner
City Manager

Date: _____

"Contractor"

Rogers, Anderson, Malody & Scott, LLP

By:_____
Brianna Schultz
Partner

Date: _____

Attest:

By:_____
Laura Aguilar, City Clerk

Date: _____

Approved as to form:

By:_____
Aleks R. Giragosian, City Attorney

Date: _____

CITY OF
SIERRA
MADRE

STAFF REPORT

FIRE DEPARTMENT

DATE: August 25, 2026

TO: Honorable Mayor and City Council

FROM: Brent Bartlett, Fire Chief
By: Amy Hsu, Administrative Analyst

SUBJECT: **Purchase Order with Ethos Fire LLC for Firefighter Turnout Gear Utilizing Sourcewell Cooperative Purchasing Contract No. 010424-MNP in Amount not to Exceed $154,561**

RECOMMENDATION

It is recommended that the City Council: Approve the purchase of 28 sets of firefighter turnout gear from ETHOS in an amount not to exceed $154,561, funded through GL# 60010.61000.56009; Find that the purchase qualifies for an alternative purchasing procedure pursuant to Sierra Madre Municipal Code Section 3.08.090(D) and (G), based on Sourcewell Cooperative Purchasing Contract No. 010424-MNP and the Department's preferred Morning Pride turnout gear; and Authorize the City Manager to execute the purchase order and any non-substantive modifications necessary to carry out the intent of this action.

SUMMARY

The Sierra Madre Fire Department is requesting City Council approval of a purchase order to ETHOS in the amount of $154,561 for 28 sets of firefighter turnout gear. The Department's 14 existing firefighters are each currently issued one set of Fire Dex turnout gear that meets NFPA 1971, 2018 edition, garment requirements but does not meet the Department's current gear standard, and contains per- and polyfluoroalkyl substances (PFAS), “forever chemicals” linked to elevated cancer risk among firefighters. This purchase will bring the Department's turnout gear inventory up to the current, reduced-PFAS NFPA 1970/1971, 2025 edition standard already met by the Department's newest hire, protecting firefighters' long-term health and, as a secondary benefit, providing the 14 existing firefighters with a second set of gear for back-to-back incident response.

The Department obtained competitive quotes from three qualified vendors; ETHOS offered the most competitive pricing for the Department's preferred Morning Pride turnout gear, which meets the Department's operational, safety, fit, and performance requirements. The purchase will be made utilizing Sourcewell Cooperative Purchasing Contract No. 010424-MNP with Morning Pride Manufacturing L.L.C., dba Honeywell First Responder.

Approval of this action will authorize the purchase order to ETHOS, make the required alternative purchasing procedure finding, and authorize the City Manager to execute the purchase order.

DISCUSSION & ANALYSIS

Structural firefighting turnout gear is manufactured and certified to National Fire Protection Association (NFPA) 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting. The Department's 14 existing firefighters are each issued one set of Fire Dex turnout gear purchased in 2023, which meets NFPA 1971, 2018 edition, garment requirements. Under the 2018 edition, moisture barrier materials were required to pass a light degradation resistance test that, in practice, could only be met using materials containing per- and polyfluoroalkyl substances (PFAS); as a result, PFAS is present throughout the Department's current Fire Dex gear.

Recent research has linked PFAS exposure in turnout gear to elevated cancer risk among firefighters. NFPA has since revised this requirement as part of the current NFPA 1970/1971, 2025 edition, removing the light degradation test and enabling manufacturers to produce turnout gear with reduced or no PFAS content. The Department's newest hire was issued turnout gear in 2026 that already meets this current, 2025 edition standard. This purchase will bring the remainder of the Department's turnout gear inventory up to the same current, reduced-PFAS standard, directly addressing the health risk posed by PFAS in the Department's older gear. NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, permits discretionary retirement of gear that no longer meets the Department's current safety and health requirements; consistent with this standard, upon receipt of the new gear, the Department will retire its current Fire Dex turnout gear from frontline service and retain it in inventory solely as a last-resort backup. As a secondary benefit, the purchase will also provide the 14 existing firefighters with a second set of turnout gear, for a total of two sets per firefighter, supporting continuous back-to-back incident response.

To identify gear for this purchase, the Department solicited and obtained competitive quotes from three qualified vendors. Following review of the proposals, ETHOS provided the most competitive pricing for the Department's preferred Morning Pride turnout gear, which meets the Department's operational, safety, fit, and performance requirements.

This purchase is further supported by Sourcewell Cooperative Purchasing Contract No. 010424-MNP (Solicitation RFP 010424) between Sourcewell, a government purchasing cooperative available to public agencies across the United States and Canada, and Morning Pride Manufacturing L.L.C., dba Honeywell First Responder. The contract, effective through March 27, 2028, was competitively solicited by Sourcewell and permits Participating Entities, including California municipalities, to place orders directly with the Supplier or its authorized dealers, such as ETHOS.

Sierra Madre Municipal Code Section 3.08.090(D) authorizes the use of an alternative purchasing procedure when a competitive bid process has already been conducted by another public agency and the price offered to the City is equal to or better than the price offered to that agency. Sourcewell's competitively solicited contract satisfies this standard and provides an independent procurement basis for this purchase, in addition to the Department's sole-source basis for its preferred Morning Pride turnout gear under Section 3.08.090(G).

This purchase satisfies the City's procurement requirements as follows:

- Competitive bidding for the underlying equipment contract was already completed by Sourcewell through Solicitation RFP 010424 (SMMC Section 3.08.090(D))
- The Department separately obtained three competitive quotes for additional due diligence prior to vendor selection
- ETHOS is authorized to process Participating Entity orders on behalf of the Supplier under the Sourcewell contract
- The new turnout gear incorporates materials designed to reduce PFAS content, consistent with the Department's transition toward current, reduced-PFAS NFPA standards
- Because the purchase amount of $154,561 falls within the $75,000–$220,000 threshold established under SMMC Section 3.08.040, City Council award of the purchase is required

Independent of the Sourcewell contract, the purchase also qualifies as an alternative purchasing procedure under SMMC Section 3.08.090(G), as the Department's preferred Morning Pride turnout gear is available through a limited number of qualified dealers offering the specific fit, safety, and performance characteristics required by the Department.

- No separate Council resolution is required for this action; approval may be granted by Council motion
- The City Manager will be authorized to execute the purchase order and any related documents
- The purchase order will be issued to ETHOS in an amount not to exceed $154,561

Based on the foregoing, staff recommends that the City Council approve the purchase order to ETHOS, make the required alternative purchasing procedure finding, and authorize the City Manager to execute the purchase order and any related documents necessary to carry out the intent of this action.

STRATEGIC PLAN RELATIONSHIP

Strategic Objective: Build an organization that is innovative, financially stable, and consistently delivers a high level of service. Goal: Protect the health and safety of Fire Department personnel by transitioning the Department's turnout gear inventory to current, reduced-PFAS materials aligned with NFPA 1970/1971, 2025 edition, standards, reducing firefighters' long-term exposure to per- and polyfluoroalkyl substances (PFAS) linked to elevated cancer risk, while also improving operational readiness by providing 14 of the Department's 15 firefighters with a second set of turnout gear to support back-to-back emergency response.

ENVIRONMENTAL ANALYSIS

Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities

FISCAL IMPACT

Sufficient funding is available in the FY 2026/27 Fire Department adopted budget. The total cost of this purchase is $154,561, funded through GL# 60010.61000.56009. This amount will fund the purchase of 28 sets of firefighter turnout gear from ETHOS utilizing Sourcewell Cooperative Purchasing Contract No. 010424-MNP.

Approved by:

_____

Michael Bruckner
City Manager

Attachments

FY 26-27 Ethos Fire LLC Sole Source Justification Form_Signed.pdf
Vendor Quotes for Firefighter Turnout Gear.pdf
Estimate_2799_from_Ethos_Fire_LLC.pdf
Morning Pride Contract 010424.pdf

CITY OF SIERRA MADRE

Single/Sole Source Justification Form

Attach signed copy to PO requisition

City of Sierra Madre
232 West Sierra Madre Boulevard
Sierra Madre, California 91024
(626) 355-7135
www.cityofsierramadre.com

Purchase Information

Department: FIRE	Preparer: Amy Hsu
Requisition #: 13492	Amount: $154,561
Vendor: ETHOS FIRE LLC	Description of Item/Service: FD_PPE Turnout Suits Purchase

Single Source: ☒
A Single Source is one of the multiple sources that are capable of providing the desired item(s). It is the one source that is selected without competition for compelling and justifiable reasons.

Sole Source: ☐
A Sole Source is the *only* source available that is capable of producing the desired item(s) because of exclusive control of patent rights, copyrights, proprietary processes, etc. or similar circumstances.

Justification

☐ **Only known supplier**. (List of the suppliers which were contacted below and the specific reasons why each was not a viable source. Attach additional sheets if necessary).

☐ **Supplier proprietary item.** (The selected supplier is the only manufacturer of this item. List the reasons why no substitute item can be used and if no similar item is available).

☒ **Economically justified due to the following reasons:**

The Sierra Madre Fire Department is requesting approval for a purchase order in the amount of $154,561, funded through GL# 60010.31610.56009, for the purchase of 28 sets of firefighter turnout gear.

The Department's existing turnout gear has exceeded its recommended service life and no longer meets the Department's current safety and health requirements. Replacement of this equipment is necessary to provide firefighters with appropriate structural firefighting protection and maintain compliance with applicable National Fire Protection Association (NFPA) standards. The Department obtained competitive quotes from three qualified vendors for replacement turnout gear. Following review of the proposals, ETHOS provided the most competitive pricing for the Department's preferred Morning Pride turnout gear, which meets the Department's operational, safety, fit, and performance requirements.

Selection of ETHOS is therefore in the best interest of the City based on competitive pricing and the vendor's ability to provide the specified equipment that meets the Department's requirements. The purchase will replace aging turnout gear and ensure firefighters are equipped with current protective equipment necessary for safe emergency operations.

Review

DATE: 8/18/2026	Department Head Signature:

Approval

DATE: 8/18/26	Finance Director Signature:

Approval

DATE: 8/18/26	City Manager Signature:

Updated: March 19, 2026

ESTIMATE

Ethos Fire LLC
5416 Collier Ave
San Diego, CA 92115

sales@ethosfire.com
+1 (619) 778-7579
ethosfire.com

ETHOS FIRE
CA SMALL BUSINESS ID:2037105

Bill to
Sierra Madre Fire Dept.
242 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

Ship to
Sierra Madre Fire Dept.
242 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

Estimate details
Estimate no.: 2799
Estimate date: 06/12/2026
Expiration date: 07/31/2026

#	Product or service	SKU	Description	Qty	Rate	Amount
1.	**Morning Pride LTO-62B3 Tail Gold Size 40**	LTO-62B3 Size 40	Morning Pride LTO-62B3 Tail Gold Turnout Coat Size 40	30	$3,144.87	$94,346.10
2.	**Morning Pride S35-62B3 Size 32x30**	S35-62B3 Size 32x30	Morning Pride S35-62B3 Turnout Pants Gold Size 32x30	30	$1,823.48	$54,704.40
3.			*Actual Sizes TBD (SW26152CASIEM)			

Subtotal	$149,050.50
Sales tax	$15,650.30
Shipping	$840.00
Total	**$165,540.80**
Expiry date	07/31/2026

Accepted date **Accepted by**

(877) 637-3473

Quote

Quote #	QT2085156
Date	06/23/2026
Expires	07/08/2026
Sales Rep	Trujillo, Mark
Shipping Method	FedEx Ground
Customer	Sierra Madre Fire Department (CA)
Customer #	C231847

Bill To

Accounts Payable - Invoice
Sierra Madre Fire Department
242 W. Sierra Madre Blvd.
Sierra Madre CA 91024
United States

Ship To

Sierra Madre Fire Department
Marcus Duson
242 W Sierra Madre Blvd.
Sierra Madre CA 91024
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
HFRP Tail Coat	CASIEM00041		CASIEM00041 HFRP Tail Coat LTO-62B3 Tail Gold	30	$3,170.39	$95,111.70
HFRP Tail Pant	CASIEM00042		CASIEM00042 HFRP Tail Pant LTO-62B3 Tail Gold	30	$1,849.91	$55,497.30

Contact: C231847 Sierra Madre Fire Department (CA) : MARK DUSON (818) 679-9381

Subtotal	$150,609.00
Shipping Cost	$1,486.21
Tax Total	$15,813.94
Total	$167,909.15

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT2085156

ALLSTAR Fire Equipment Inc.
12328 Lower Azusa Road
Arcadia, California 91006
Phone 626-652-0900
Fax 626-652-0920

Sales Quote #260624SM2

June 24, 2026

EXPIRES 7/24/2026

To: Sierra Madre FD
Attn: Markus Duson
Phone: (626) 355-3611
E-Mail: Mduson@sierramadreca.gov
Ship To: 242 W Sierra Madre Blvd., Sierra Madre, Ca 91024

Kindly review the details of your quote. Please contact the inside sales rep at the bottom of this quote to proceed further.

Qty		Unit	Description	Price	Extension
			PSGQ31560-A		
30		Ea	**LION -** CVBM K13 7oz Natural PBI Max V-Force Bi-Swing Turnout Coat per Sierra Madre FD Spec	$2,622.00	$78,660.00
		Size	**TBD**		
30		Pr	**LION -** PVFM K13 7oz Natural PBI Max V-Force Belted Turnout Pants per Sierra Madre FD Spec	$1,533.00	$45,990.00
		Size	**TBD**		
30		Ea	**LION -** SB342 42" (Regular) EZ H-Back Non-Stretch Suspenders w/ Metal Loops	$52.00	$1,560.00
			Please note that shipping cost is only an estimate ***Actual shipping cost to be added at purchase***		
		TERMS:	Net 30		
		FOB:	Destination		
		DELIVERY:	75 Days ARO		
				Subtotal	$126,210.00
				10.500%	$13,252.05
				Shipping	$0.00
				Total	**$139,462.05**

Stephanie Montes, Inside Sales
stephm@allstarfire.com

ESTIMATE

Ethos Fire LLC
5416 Collier Ave
San Diego, CA 92115

sales@ethosfire.com
+1 (619) 778-7579
ethosfire.com

ETHOS FIRE
CA SMALL BUSINESS ID:2037105

Bill to
Sierra Madre Fire Dept.
242 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

Ship to
Sierra Madre Fire Dept.
242 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

Estimate details
Estimate no.: 2799
Estimate date: 06/12/2026
Expiration date: 08/31/2026

#	Product or service	SKU	Description	Qty	Rate	Amount
1.	**Morning Pride LTO-62B3 Tail Gold Size 40**	LTO-62B3 Size 40	Morning Pride LTO-62B3 Tail Gold Turnout Coat Size 40	28	$3,144.87	$88,056.36
2.	**Morning Pride S35-62B3 Size 32x30**	S35-62B3 Size 32x30	Morning Pride S35-62B3 Turnout Pants Gold Size 32x30	28	$1,823.48	$51,057.44
3.			*Pricing includes PFAS Free Liner *Actual Sizes TBD SW26152CASIEM (06172026)			

Subtotal	$139,113.80
Sales tax	$14,606.95
Shipping	$840.00
Total	**$154,560.75**
Expiry date	08/31/2026

Accepted date **Accepted by**

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Solicitation Number: RFP 010424

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Morning Pride Manufacturing L.L.C., also known as Honeywell First Responder, 1 Innovation Ct., Dayton, OH 45414 (Supplier).

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

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

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires March 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11, 12 and 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. LIMITED WARRANTY. Supplier warrants that the Products will be free from material defects in workmanship and materials for the relevant period of time published by Supplier on the relevant Product website or twelve (12) months from shipment, whichever is shorter (the "Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance. Supplier's sole liability and Sourcewell and the Participating Entities' exclusive remedy, which shall be determined in Supplier's sole discretion, is limited to replacement or repair of the relevant Product(s) or a credit for the purchase price of the relevant Product, less depreciation. The Warranty Period does not restart for repaired or replacement Products, and any repaired or replacement Products will only be warranted for the remainder of the original Warranty Period, if any. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

THIS WARRANTY IS VOID WITH RESPECT TO ANY PRODUCT THAT IS: (i) altered or repaired by anyone other than Supplier's authorized employees or agents; (ii) installed, used, serviced, maintained, repaired, handled, transported, packaged, stored, operated, or tested in a manner that is improper or fails to conform with this Contract or Supplier's documentation, instructions or training; (iii) lost or damaged, tampered with, or destroyed due to: (A) misuse, abuse, rough or negligent treatment of any Product (including damage during shipment back to Supplier caused by improper packaging on return); (B) an act of God (including lightning or related voltage surges), accident, fire, contamination, foreign object damage, or other hazard; or (C) any other cause not within Supplier's control; or (iv) made or provided by a third party.

SOURCEWELL AND THE PARTICIPATING ENTITIES' EXCLUSIVE REMEDIES AND SUPPLIER'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT OR SERVICE SOLD IN CONNECTION WITH THIS CONTRACT IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF SUPPLIER, INCLUDING ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE

DELIVERY, USE, OR PERFORMANCE OF THE PRODUCT OR SERVICE. CREDIT, REPAIR OR REPLACEMENT (AT SUPPLIER'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON SUPPLIER UNLESS SET FORTH IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE. THE EXPRESS WARRANTIES STATED HEREIN DO NOT APPLY TO PRODUCTS THAT ARE NORMALLY CONSUMED IN OPERATION OR WHICH HAVE A NORMAL LIFE INHERENTLY SHORTER THAN THE STATED WARRANTY, INCLUDING CONSUMABLE ITEMS, AND SPARE PARTS NOT MANUFACTURED BY SUPPLIER. THIS LIMITED WARRANTY SHALL BE VOID IF SOURCEWELL OR ITS PARTICIPATING ENTITIES USE COUNTERFEIT OR REPLACEMENT PARTS THAT ARE NEITHER MANUFACTURED NOR APPROVED FOR USE BY SUPPLIER IN ITS MANUFACTURED PRODUCTS, OR FOR ANY PRODUCTS OR SERVICES USED IN CONTRAVENTION OF THE ACCEPTABLE USE TERMS OF THIS CONTRACT. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON SUPPLIER UNLESS SET FORTH IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information. Supplier's authorized dealers, distributors, and resellers shall not be considered Supplier's agents.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference if confirmed by Sourcewell to have been executed correctly and provided any requested Product additions are within scope of the original Request for Proposal.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

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price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS AND LIMITATION OF LIABILITY

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from third party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent caused solely by negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees; this indemnification is limited to injury or death to person(s) or damage to property. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

SUPPLIER SHALL NOT BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT FOR INDEMNIFICATION AS PROVIDED ABOVE, THE AGGREGATE LIABILITY OF SUPPLIER FOR CLAIMS ARISING OUT OF OR RELATED TO THIS CONTRACT IS LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE PRICE OF PRODUCTS PURCHASED BY THE APPLICABLE PARTICIPATING ENTITY UNDER THIS CONTRACT DURING THE TWENTY-FOUR (24) MONTHS PRECEDING THE CLAIM OR FIVE HUNDRED THOUSAND DOLLARS ($500,000.00), WHICHEVER IS GREATER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE. SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHERE THAT LIABILITY ARISES AS A RESULT OF ITS KNOWLEDGE (WHETHER ACTUAL OR OTHERWISE) OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Sourcewell by Supplier in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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

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

18. INSURANCE

A. REQUIREMENTS. Supplier will, at its own expense, carry and maintain in force at all times from the effective date of this Contract through expiration or termination, the following insurance. It is agreed, however, that Supplier has the right to insure or self-insure any of the insurance coverages listed below:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form

CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

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

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

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

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

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

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

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional

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requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess

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of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

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and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell	Morning Pride Manufacturing L.L.C., also known as Honeywell First Responder
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Michael Garceau ABD8548CB0C34B1...
By: _____	By: _____
Jeremy Schwartz	Michael Garceau
Title: Chief Procurement Officer	Title: President PPE
Date: 5/9/2024 | 8:12 PM CDT	Date: 5/9/2024 | 2:18 PM MST

RFP 010424 - Firefighting PPE and Related Equipment Cleaning

Vendor Details

Company Name:	Morning Pride MFG dba Honeywell First Responder
Address:	1 Innovation Court DAYTON, Ohio 45414
Contact:	Travis Mikalauskas
Email:	travis.mikalauskas@honeywell.com
Phone:	937-581-5508
HST#:	31-1608763

Submission Details

Created On:	Thursday November 30, 2023 11:48:27
Submitted On:	Thursday January 04, 2024 15:00:00
Submitted By:	Travis Mikalauskas
Email:	travis.mikalauskas@honeywell.com
Transaction #:	287a1e17-2520-425f-9274-e0d1bb3cbd7c
Submitter's IP Address:	155.190.22.1

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Morning Pride Manufacturing L.L.C., also known as Honeywell First Responder Products	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Morning Pride Manufacturing L.L.C., also known as Honeywell First Responder Products	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	31-1608763	*
5	Proposer Physical Address:	1 Innovation Ct. Dayton, Ohio 45414	*
6	Proposer website address (or addresses):	https://sps.honeywell.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Michael Garceau President, PPE 855 St. Mint Street Charlotte, NC 28202 michael.garceau@honeywell.com 763-203-5585	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Heather Ramsey- Bid/Contracts 1 Innovation Ct. Dayton, Ohio 45414 937-410-7425	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Travis Mikalauskas- Sales Manager 1 Innovation Ct. Dayton, Ohio 45414 937-581-5508	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Morning Pride Manufacturing has been providing the highest of quality turnout coats and pants since 1921. In 2006, the Total Fire Group was formed, creating a head-to-toe solution with American Firewear hoods and gloves, Pro Warrington Boots, and Ben and Liteforce helmets. In 2008, Honeywell purchased the Total Fire Group. Honeywell (Honeywell First Responder Products) has been manufacturing Morning Pride turnout gear, Pro Warrington boots, Honeywell boots, Ben and Liteforce helmets, and Honeywell hoods. Widely recognized, innovative, and high quality products are at the core of what Honeywell First Repsonders and Morning Pride value ourselves.	*
11	What are your company's expectations in the event of an award?	Honeywell First Responder expects to offer our full catalogue of products via existing network of dealers that are authorized to sell HFR products.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Here's the investor relations site https://investor.honeywell.com/ Investor Relations | Honeywell International Inc. The Investor Relations website contains information about Honeywell International Inc.'s business for stockholders, potential investors, and financial analysts. https://investor.honeywell.com/node/45116/html https://investor.honeywell.com/sec-filings/sec-filing/10-k/0000773840-23-000013 0000773840-23-000013 | 10-K | Honeywell International Inc. The Investor Relations website contains information about Honeywell International Inc.'s business for stockholders, potential investors, and financial analysts.	*
13	What is your US market share for the solutions that you are proposing?	18% - 22%	*
14	What is your Canadian market share for the solutions that you are proposing?	10%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	no	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	HFR is a manufacturer. We have a dealer network of over 100 authorized dealers who sell our products. We have dealer coverage in each state. They are third party employees of their respective companies. HFR also has a dedicated sales team of ten factory sales reps across the country. Their job is to work with dealer network and end users to educate and provide solutions for HFR products.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	ISO 9001- Quality of Management standards	*
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All products are certified to NFPA 1971	
19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
20	Describe any relevant industry awards or recognition that your company has received in the past five years	Corporate Awards For Excellence In Corporate Social Responsibility, August 2022- https://pib.gov.in/PressReleaseIframePage.aspx?PRID=1852885 Fortune World's Most Admired, February 2022- https://fortune.com/company/honeywell-international/worlds-most-admired-companies/ Security Sales And Integration, Supplier Stellar Services Awards, December 2021- https://www.securitysales.com/business/winners-ssi-2021-supplier-stellar-service-awards/ Forbes World's Best Employers, October 2021- https://www.forbes.com/lists/worlds-best-employers/#5a3df70e1e0c World's Most Innovative, March 2021-https://www.fastcompany.com/company/honeywell	*
21	What percentage of your sales are to the governmental sector in the past three years	Between municipal and military, roughly 95% of sales were to governmental sector.	*
22	What percentage of your sales are to the education sector in the past three years	Education sector (community colleges) etc, roughly 1% of sales.	*
23	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Jersey State Contract- $ 3 Million New York State Contract- $ 7 Million	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	n/a	*

Table 4: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Municipal Emergency Services	Jim Walter	203-364-0620	*
Hi Tech Fire and Safety	Karen Emory	631-777-5170	*
Delta Fire and Safety	Eric Currie	409-724-1055	*

Table 5: Top Five Government or Education Customers

Line Item 26. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Fire Department of New York (FDNY)	Government	New York - NY	EMS coat and pant firefighting hoods firefighting helmets and fronts firefighting boots	EMS coat and pant 170 sets per order. Hoods 300 per order. Helmets and fronts 300 per order. Boots 300 per order.	$8.5 M	*
Prince George's County, MD	Government	Maryland - MD	firefighting coat and pant firefighting helmets firefighting rubber and leather boots	coat and pant, helmets, and boots 300 sets per order	$3.3 M	*
Cincinnati Fire Department, OH	Government	Ohio - OH	firefighting coat and pant firefighting boots	coat and pant 300 sets boots 100 per order	$2.4 M	*
Virginia Beach Fire Department, VA	Government	Virginia - VA	firefighting coat and pant firefighting helmets	coat and pant 200 sets per order helmets 100 per order	$1.75 M	*
Austin Fire Department	Government	Texas - TX	firefighting coat and pant firefighting helmets	coat and pant 150 sets per orders helmets 100 per order	$1.5 M	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
27	Sales force.	Ten full time regional sales managers located across US and Canada in order to provide high level of education and technical support to end users and dealer network.	*
28	Dealer network or other distribution methods.	Dealer network of 100+ distributors located in US and Canada. Full coverage of each state and province.	*
29	Service force.	Inside quote team/sales support team of manger and eight team members that strategically provide support to regional sales manager and distribution network. Customer service team of ten members and manager that provide after sale support. Answers on order status, credits, etc. Quality team of manager and four team members who work with distribution for any return authorization needs.	*
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Ordering process managed by dealer. Dealer will work with regional sales manager or independently to create specifications for end user. Request submitted for official quote from internal quote team when needed. Once quote is provided, dealer can submit PO via his/her company with product, quantity, price, specification to be manufactured and/or delivered. Order submitted via website and handled by customer service team to be entered.	*
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Quote requests to be handled and returned in up to 48 hours. Customer service requests handled within 24-48 hours. Repair authorizations to be handled within 24-48 hours. HFR uses internal ticketing program that tracks and grades length of time tickets have been open and when closed. Internal metrics drive for continuous improvement.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	HFR has 100% certainty and willingness to provide our catalogue of products to participating entities. Multiple requests in past have been made to have HFR become a participating entity for this contract.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	HFR has 100% certainty and willingness to provide our catalogue of products to participating entities. Multiple requests in past have been made to have HFR become a participating entity for this contract.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	HFR plans to serve the entire US and Canadian landscape.	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	n/a	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	n/a	*

Table 7: Marketing Plan

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We plan to promote this through our distribution network. I will send several information eblast to a total of 485 contacts.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We currently use email blasts, Facebook, linked in, and Instagram to promote Morning Pride products. We will use these same methods to promote we are now available on Sourcewell. We have several Morning Pride accounts on social media that add up to over 2K contacts for Facebook alone	*
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We will promote that we are gaining business through Sourcewell which will help to get the word out. We want the ability to use Sourcewell as a tool to gain more orders and ease of doing business.	*
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products are custom made products. We currently do not use a e-procurement method due to the customization. Sourcewell will allow the ease of doing business by having products available through this tool.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	HFR offers 1851 inspection and cleaning educational classes. Training can be on site or at our facility in Dayton, OH. HFR offers 1851 basic repair educational classes. Training can be on site or at our facility in Dayton, OH. Costs for each service range from covered by HFR to service fee. Depending on several factors.	*
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	Firefighting coat and pant- Utilizes original "Tails" design that is mimicked in industry. Provides shorter front/longer back. Allows for less weight in garment, great flexibility when bending, climbing, etc. Creates less stressful garment that helps to fight against firefighter fatigue, physiological stress.	*
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Morning Pride uses X9 material for thermal reinforcements in firefighting coat and pant. The X9 material is recycled virgin thermal liner and outer shell that is grinded, blended, and sewn back together to provide thermal reinforcement for coat and pant. Also, roughly 2020 Morning Pride Manufacturing switched from incandescent to LED lighting in all of its manufacturing facility in Dayton, OH.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None	*
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Hi-Tech Fire & Safety - Karen Mandel - 631-777-5170 120 Toledo Street Farmingdale, NY 11735 Northeast Rescue Systems - Dot O'Connor- 617-325-3993 280 Milton St, Dedham, MA 02026 Leo M. Ellebracht Co.- Therese Dewald - 636-332-6985 104 Mullach Court Suite 1028 Wentzville, MO 63385 Jerry Ingram - Mieko Giblin- 913-709-7652 10000 Marshall Drive #57 Lenexa, KS 66215 Skylands Area Fire Equipment- Justine Grivalsky- 973-579-3473 23 Hamburg Turnpike, Unit A Riverdale NJ 07457 Fire Chasers Fire Equipment Co.- Anna Dugan -240-580-0913 311 White Oak Lane Frostburg, MD 21532	*
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	HFR offers a wide variety of the highest quality firefighting PPE across US and Canada. Widely recognized brands and technology that have been keeping a large percentage of the firefighting service safe for decades. We are able to combine that with best-in-class lead times to provide solutions to fit a department and end user needs.	*

Table 9A: Warranty

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

Line Item	Question	Response *	

47	Do your warranties cover all products, parts, and labor?	Warranties For Morning Pride® Models and Honeywell Protective Products: Honeywell warrants that all Morning Pride® TAILS™, VIPER, EDGE, RANGER, VE, and Honeywell protective products are free from defects in material and workmanship for the useful life of the product. This warranty specifically excludes accidental damage (acid, tears on nails, etc.), intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions, and normal wear. Products considered to be defective should be returned to an authorized distributor at owner's expense for inspection. The product will be either repaired or replaced at the discretion of Honeywell. It is recommended that the user frequently inspect and properly maintain these products in order to provide the designed levels of NFPA protection. Honeywell warrants that Morning Pride® by Honeywell FYR-Glass helmet shells are free from defects in material and workmanship for a period of 5 years from the date of manufacture when used for normal firefighting and related operations. This warranty does not cover accidental damage, intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions and normal wear. Training Damage – This helmet meets the NFPA 1971 standard for high convective and radiant heat resistance. These tests will damage the helmet. To avoid similar damage in training exercises (flashover and/or high heat training), always use an aluminized helmet cover. Any heat damage to a helmet without an aluminized cover during such training voids all warranties, express or implied. END USER IS STRONGLY CAUTIONED not to install any accessory piercing the shell. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE. For Footwear: Honeywell warrants that all PRO Series, Ranger Series and Honeywell protective footwear products manufactured and/or distributed by Honeywell First Responder Products, or its authorized distributors are free from any defects in material or workmanship for a period of two years from the factory purchase date (with proof of purchase),or two years from the date of manufacture otherwise. Products considered to be defective should be returned to an authorized distributor at owner's expense for inspection. The product will be replaced at the discretion of Honeywell. Any replacement will be for the same size and style, or similar style, if exact replacement is not available. This warranty covers normal firefighting use only. This warranty specifically excludes accidental damage (acid, tears on nails, etc.), intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions, exposure to a substance or environment that degrades the product and normal wear. It is recommended that the user frequently inspect and properly maintain these products in order to provide the designed levels of NFPA protection. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.	*
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Normal wear and tear will void the warranty	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A product would be shipped to proper location for inspection and repair/replacement as necessary.	*
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No	*
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Passed on to the original equipment manufacturer.	*
52	What are your proposed exchange and return programs and policies?	Custom items no return. Accessories/stocked items have up to 20% restocking after 30 days of sale.	*
53	Describe any service contract options for the items included in your proposal.	N/A	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *	
54	Describe any performance standards or guarantees that apply to your services	NFPA 1971 Paulson or ESS NFPA 1971 goggles EZ-Flips™ (NFPA 1971, 2013 Edition and ANSI Z87.1+) [Yesterday 12:36 PM] Walker, Matt NFPA 1971 - Structural FFNFPA 1992 - Liquid Splash NFPA 1971 NFPA 1992 CSA and Mustard HD Protocol TOP-8-2-501 (1 hr)	*
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Honeywell Operating System	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	Purchases will be made via dealer network. Payment methods accepted from dealers to HFR include check or ACH.	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	Distribution network has used multiple local and national lease purchase/finance options and this will continue to be an option for dealer network and end users.	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Any documentation needed will be provided by dealer conducting the sale.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Any P-card acceptance will be determined by individual dealer at time of sale.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Discount from 2024 price list	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	-20% off 2024 List Price for all products	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
63	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	All products are discount from list.	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	None	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight will be handled via distributor involved in sale.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Use all major carriers i.e.- UPS and FED EX	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All quotes using Sourcewell will have unique quote number to identify the sales made. Monthly reports to be ran to determine volume of sales done via Sourcewell that have this quote number attached. HFR to make payments to Sourcewell reflecting this data.	*
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	1. Number of quotes issued with Sourcewell quote number 2. Number of PO's containing Sourcewell quote number. 3. Total revenue of PO's containing Sourcewell quote number.	*
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Proposed 1% administrative fee.	*

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

Line Item	Question	Response *	
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Turnout Coat and Pant Helmets Boots Hoods Suspenders EMS/USAR coat and Pant PPE Tracking Software	*
73	Describe available options for customization of the products and/or equipment offered in your proposal.	Turnout coat/pant, Helmets, EMS/USAR coat/pant fully customizable	
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Sizing and fitting best accomplished using sizing gear and tape measure. Coat and pant has ability to be altered two sizes in either direction for chest and waist. A wider range of alteration ability on remaining sizes (sleeve length, coat length, pant inseam, pant crotch rise)	
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and Breadth of Offered Equipment Products and Services

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

:	Category or Type	!offered*	comments
76	Protective Clothing	r. Yes r No	Morning Pride Tails coat and pant Morning Pride Viper Morning Pride Rescue and Recovery (RAR) Multi Response Gear (MR1/MR2)
	Helmets and related accessories	e Yes e No	Ben 2 Low Rider Ben 3 Lite Force Low Rider
78	Other related equipment and accessories	r. Yes r No	Pro Warrington Boots Honeywell Boots Honeywell Hoods FIRST Software PPE Tracking System
79	Firefighting apparel and station-wear	eYes e No	N/A
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	r Yes r. No	N/A
81	Cleaning and decontamination service and maintenance	eYes e No	N/A
82	Firefighting PPE cleaning supplies	r Yes r. No	N/A
83	Cleaning equipment for other firefighting equipment and tools	eYes e No	N/A
84	Services Related to the equipment described above	r Yes r. No	N/A

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

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

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

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

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

- Pricing - 2024 Morning Price Pride Lists.pdf - Wednesday January 03, 2024 15:11:08
- Financial Strength and Stability (optional)
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty Statement.pdf - Wednesday January 03, 2024 14:54:06
- Standard Transaction Document Samples (optional)
- Requested Exceptions - RFP_010424_Firefighting_PPE with Related_Equipment_Cleaning_Contract_Template HON Redlines.docx-Thursday January 04, 2024 14:49:45
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	☑	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	☑	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	☑	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	☑	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	☑	1

Docusign Envelope ID: EDA33C8C-475B-4C4C-BD6A-B9F275E80303

AMENDMENT #1
TO
CONTRACT # 010424-MNP

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Morning Pride Manufacturing L.L.C.**(Supplier).

Sourcewell awarded a contract to Supplier to provide Firefighting Personal Protective Equipment with Related Equipment Cleaning to Sourcewell and its Participating Entities, effective May 9, 2024, through March 27, 2028 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Line item 60 of "Table 11: Pricing and Delivery" of the Proposal is deleted in its entirety and replaced with the following: **"Discount from current price list."**

2. Line item 61 of "Table 11: Pricing and Delivery" of the Proposal is deleted in its entirety and replaced with the following: **"-20% off Current List Price for all products."**

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 12/5/2024 | 11:17 AM CST

Morning Pride Manufacturing L.L.C.

DocuSigned by:
By: Michael Garceau
ABD8548CB0C34B1...
Michael Garceau, President

Date: 12/5/2024 | 10:11 AM MST

CITY OF
SIERRA
MADRE

STAFF REPORT

PLANNING & COMMUNITY PRESERVATION

DATE:	August 25, 2026
TO:	Honorable Mayor and City Council
FROM:	Clare Lin, Director of Planning & Community Preservation By: Katelyn Huang, Associate Planner
SUBJECT:	**Fourth Amendment to the Professional Services Agreement with Willdan Engineering for Consultant Services for the Senior Minor Home Rehabilitation Program**

RECOMMENDATION

It is recommended that the City Council approve the Fourth Amendment to the Professional Services Agreement with Willdan Engineering for consultant services to manage and implement the Senior Minor Home Rehabilitation Program. The Fourth Amendment would increase the maximum amount under the Agreement to $100,000 and extend the termination date to July 30, 2027.

SUMMARY

On February 13, 2024, the City entered into a Professional Services Agreement with Willdan Engineering to manage and implement the Senior Minor Home Rehabilitation Program. The proposed Fifth Amendment would increase the agreement's maximum amount to $100,000 and extend the termination date to July 30, 2027, allowing Willdan to continue providing program administration, applicant eligibility review, project coordination, contractor verification, grant documentation, and related CDBG reporting support.

DISCUSSION & ANALYSIS

Since 2024, Willdan Engineering has provided ongoing program administration and technical support to the Planning and Community Preservation Department for the City's Senior Minor Home Rehabilitation Program. Willdan assists with processing senior-resident applications, determining applicant eligibility, verifying that contractors maintain the required local, state, and federal permits and licenses, preparing grant documents, and completing other program-administration tasks.

With Willdan's assistance, the City has successfully completed eight rehabilitation projects. Improvements have included reroofing; tub-to-roll-in shower conversions; installation of new heating and air-conditioning systems; replacement of water heaters; and window replacements. Willdan also provides administrative support for Community Development Block Grant (CDBG) reporting and coordination with the Los Angeles County Development Authority (LACDA) to facilitate the disbursement of CDBG funds.

The agreement has been amended annually to adjust the contract amount to reflect the City's estimated annual CDBG funding allocation and the corresponding level of program-administration services required. The amendments allow Willdan to continue administering active and anticipated rehabilitation projects, completing required eligibility and contractor compliance reviews, preparing grant and project documents, and supporting CDBG reporting and reimbursement coordination with LACDA.

Fiscal Year	**Expenditures**	**Program Accomplishments**
FY 2024-25	$30,919	Completed 2 rehabilitation projects
FY 2025-26	$32,312	Completed 6 rehabilitation projects
FY 2026-27	$36,769 (Proposed)	Pending

The table summarizes Willdan Engineering's annual contract funding and program accomplishments during the current participating year program cycle (FY 2024-27). During FY 2024-25, Willdan supported the completion of two Senior Minor Home Rehabilitation Program projects using $30,919 in contract funding. During FY 2025-26, the Professional Services Agreement was amended to provide $32,312 in contract funding, through which Willdan supported completion of six additional projects using $32,312 in contract funding. The proposed amendment would provide an additional $36,769 to continue program administration and technical support for future eligible projects during the remainder of the current program cycle.

On January 9, 2024, the City Council adopted Resolution No. 24-05, establishing the Minor Home Rehabilitation Program for Fiscal Year 2023–2024. The program provides grants to eligible low- and moderate-income senior residents of Sierra Madre for minor home-rehabilitation projects and essential improvements, including accessibility modifications that support aging in place. The City Council subsequently adopted Resolution Nos. 24-14 and 25-05 to continue the program for Fiscal Years 2024–2025 and 2025–2026, respectively.

STRATEGIC PLAN RELATIONSHIP

Strategic Objective: Build an organization that is innovative, financially stable, and consistently delivers a high level of service.
• Goal 1. Improve Staff Stability
• Goal 2. Build on Fiscal Stability

ENVIRONMENTAL ANALYSIS

Not a CEQA Project under: 14 CCR 15378(b)(2)- continuing administrative or maintenance activities

FISCAL IMPACT

There is no impact to the General Fund as a result of the recommended action. Community Development Block Grant (CDBG) funds are appropriated annually as a Special Revenue in Fund 38002 CDBG – Community Development Block Grant. For Fiscal Year 2026-2027, the City of Sierra Madre is expected to receive an estimated $37,266. These funds can be retained over several years to pursue targeted projects, including the Senior Minor Home Rehabilitation. The grant revenue estimated was not included in the FY2026-27 budget. The amended grant revenue estimate will be incorporated into the City's mid-year budget amendment for FY 2026-27.

The program, fully funded by CDBG, provides grants of up to $17,255 per eligible senior household, along with a 20% consultant fee allocation (totaling $4,313 per household), for a total of $21,568 per participant. This allocation ensures that eligible projects can proceed without reliance on the Fund 10000 General Fund or additional City resources.

Approved by:

Mike

_____

Michael Bruckner
City Manager

Attachments

Attachment 1 - 4th Amendment to Willdan CDBG PSA
Attachment 2 - Original Willdan CDBG PSA
Exhibit A - Scope of Services

AMENDMENT NO. 4
TO
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

This Amendment No. 4 ("Amendment") is entered into between the City of Sierra Madre, a California municipal corporation ("City"), and Wildan Engineering, a California corporation ("Consultant"), to amend the Professional Services Agreement for Consultant Services between the parties with a commencement date of March 11, 2024 ("Agreement").

RECITALS

A. Under the Agreement, the Consultant manages and implements the Senior Minor Home Rehabilitation Program;

B. On August 7, 2024, the Parties executed an Amendment No. 1, attached hereto as Attachment A, to increase the maximum amount to $31,375.00 and extend the term to June 30, 2025;

C. On June 26, 2025, the Parties executed an Amendment No. 2, attached hereto as Attachment B, to the Agreement to extend the Termination date through June 30, 2026;

D. On September 9, 2025, the Parties executed an Amendment No. 3, attached hereto as Attachment C, to the Agreement to increase the maximum amount to $63,236.00; and

E. The parties desire to amend this Agreement to increase the contract price.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

I. Section 3.3 of the Agreement is amended to read as follows, with deletions denoted by ~~struck-through~~ text and additions denoted by <u>underlined</u> text:

3.3. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is ~~Thirty One Thousand Three Hundred Seventy Five Dollars ($) 31,375.00.~~ <u>One Hundred Thousand Dollars ($100,000.00).</u>

II. Section 3.5 of the Agreement is amended to read as follows, with deletions denoted by ~~struck-through~~ text and additions denoted by <u>underlined</u> text:

3.5 "Termination Date": ~~06/30/2025~~. <u>07/30/2027.</u>

III. Integration. This Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby the Agreement shall remain in full force and effect. To the

extent there is any conflict between this Amendment and the Agreement, the terms and provisions of this Amendment shall control. This Amendment and the Agreement, including any exhibits attached to the Agreement, integrate all the terms and conditions of the Parties' agreement and supersede all negotiations with respect hereto.

IV. Severability. If any provision of this Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in anyway.

The Parties hereby enter into this Amendment upon the date of the last signature below.

CITY OF SIERRA MADRE **("City")**	**WILDAN ENGINEERING** **("Consultant")**

AUTHORIZED SIGNATORIES:

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

This Amendment No. 1 ("Amendment") is entered into between the City of Sierra Madre, a California municipal corporation ("City"), and Wildan Engineering, a California corporation ("Consultant"), to amend the Professional Services Agreement for Consultant Services between the parties with a commencement date of March 11, 2024 ("Agreement").

RECITALS

A. Under the Agreement, the Consultant manages and implements the Senior Minor Home Rehabilitation Program;

B. The parties desire to amend this Agreement to increase the contract price and to extend its Termination Date.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

I. Section 3.3 of the Agreement is amended to read as follows, with deletions denoted by ~~struck-through~~ text and additions denoted by <u>underlined</u> text:

3.3. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Thirty One Thousand Three Hundred Seventy Five Dollars ($) 31,375.00.

II. Section 3.5 of the Agreement is amended to read as follows, with deletions denoted by ~~struck-through~~ text and additions denoted by <u>underlined</u> text:

3.5 "Termination Date": 06/30/2025.

III. Integration. This Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby the Agreement shall remain in full force and effect. To the extent there is any conflict between this Amendment and the Agreement, the terms and provisions of this Amendment shall control. This Amendment and the Agreement, including any exhibits attached to the Agreement, integrate all the terms and conditions of the Parties' agreement and supersede all negotiations with respect hereto.

IV. Severability. If any provision of this Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in anyway.

The Parties hereby enter into this Amendment upon the date of the last signature below.

CITY OF SIERRA MADRE
("City")

WILDAN ENGINEERING
("Consultant")

AUTHORIZED SIGNATORIES:

By: Jose Reynoso

Name:

Title: City Manager

Date: 8/7/24

By: Salvador Lopez Jr.

Name: Salvador Lopez Jr.

Title: Director of Planning

Date: 8/1/2024

ATTEST:

By: Laura Aguilar

Name: Laura Aguilar

Title: City Clerk

Date: 8/7/2024

APPROVED AS TO FORM:

By: Aleks R. Giragosian

Name:

Title: City Attorney

Date: August 7, 2024

368314.2

AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

This Amendment No. 2 ("Amendment") is entered into between the City of Sierra Madre, a California municipal corporation ("City"), and Wildan Engineering, a California corporation ("Consultant"), to amend the Professional Services Agreement for Consultant Services between the parties with a commencement date of March 11, 2024 ("Agreement").

RECITALS

A. Under the Agreement, the Consultant manages and implements the Senior Minor Home Rehabilitation Program;

B. The parties desire to amend this Agreement to extend its Termination Date.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

I. Section 3.5 of the Agreement is amended to read as follows, with deletions denoted by ~~struck-through~~ text and additions denoted by underlined text:

3.5 "Termination Date": ~~06/30/2025~~. 06/30/2026

II. Integration. This Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby the Agreement shall remain in full force and effect. To the extent there is any conflict between this Amendment and the Agreement, the terms and provisions of this Amendment shall control. This Amendment and the Agreement, including any exhibits attached to the Agreement, integrate all the terms and conditions of the Parties' agreement and supersede all negotiations with respect hereto.

III. Severability. If any provision of this Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in anyway.

The Parties hereby enter into this Amendment upon the date of the last signature below.

CITY OF SIERRA MADRE
("City")

WILDAN ENGINEERING
("Consultant")

AUTHORIZED SIGNATORIES:

By: _____
Name: Miguel Hernandez
Title: Acting City Manager
Date: 10-26-25

By: _____
Name: Salvador Lopez Jr
Title: Director of Planning
Date: 6/26/25

ATTEST:

By: _____
Name: Laura Aguilar
Title: City Clerk
Date: June 26, 2025

APPROVED AS TO FORM:

By: _____
Name: Aleks Giragosian
Title: City Attorney
Date: June 26, 2025

368314.2

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ATTACHMENT C

AMENDMENT NO. 3
TO
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

This Amendment No. 3 ("Amendment") is entered into between the City of Sierra Madre, a California municipal corporation ("City"), and Wildan Engineering, a California corporation ("Consultant"), to amend the Professional Services Agreement for Consultant Services between the parties with a commencement date of March 11, 2024 ("Agreement").

RECITALS

A. Under the Agreement, the Consultant manages and implements the Senior Minor Home Rehabilitation Program;

B. The parties desire to amend this Agreement to increase the contract price.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

I. Section 3.3 of the Agreement is amended to read as follows, with deletions denoted by ~~struck-through~~ text and additions denoted by <u>underlined</u> text:

3.3. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is ~~Thirty One Thousand Three Hundred Seventy Five Dollars ($) 31,375.00.~~ Sixty Three Thousand Two Hundred Thirty Six Dollars ($) 63,236.00.

II. Integration. This Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby the Agreement shall remain in full force and effect. To the extent there is any conflict between this Amendment and the Agreement, the terms and provisions of this Amendment shall control. This Amendment and the Agreement, including any exhibits attached to the Agreement, integrate all the terms and conditions of the Parties' agreement and supersede all negotiations with respect hereto.

III. Severability. If any provision of this Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in anyway.

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The Parties hereby enter into this Amendment upon the date of the last signature below.

CITY OF SIERRA MADRE
("City")

WILDAN ENGINEERING
("Consultant")

AUTHORIZED SIGNATORIES:

By: Signed by: Michael Bruckner

Name: Michael Bruckner

Title: City Manager

Date: 9/4/2025

By: Salvador Lopez Jr.

Name: Salvador Lopez Jr.

Title: Director of Planning

Date: 9/3/2025

ATTEST:

By: Signed by: Laura Aguilar

Name: Laura Aguilar

Title: City Clerk

Date: 9/9/2025

APPROVED AS TO FORM:

By: Signed by:

Name: Aleks Giragosian

Title: City Attorney

Date: 9/3/2025

368314.2

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES

(City of Sierra Madre / Wildan Engineering

1. IDENTIFICATION

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

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: To manage and implement Senior Minor Home Rehabilitation Program

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise 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 seg.),* 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 February 13, 2024 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

"Agreement Administrator": The Agreement Administrator for this project is Clare Lin, Manager of Planning and Community Preservation. 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

3.2. "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.

3.3. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Eight Thousand Six Hundred Twenty Six Dollars ($). 8,626

3.4. "Commencement Date": 03/11/2024

3.5. "Termination Date": 03/11/2025

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

5.3. **Campaign Contributions.** This Agreement is subject to Government Code Section 84308, as amended by SB 1439. Consultant shall disclose any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to the City prior to, or concurrent with, the Consultant's execution of 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.

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.

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 products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant 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 Consultant.

9. RELATIONSHIP OF PARTIES

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

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 arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

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:

- 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: Senior Minor Home Rehabilitation Program Administration
- 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.

12. 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

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.

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
Clare Lin
City of Sierra Madre
Planning & Community Preservation
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Email: clin@sierramadreca.gov

If to Consultant
Name: Willdan Engineering
Address: 13191 Crossroads Parkway North
Industry, CA 91746
Suite 405
Telephone: (626) 683-3547
Email:

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. GENERAL CONDITIONS

14.1. General Compliance. The CONSULTANT agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this contract.

14.2. Conflict of Interest. The CONSULTANT affirms that in the procurement of this contract, there was no apparent or real conflict of interest as outlined in 2 CFR Part 200.318 (c)(1)(2).

14.3. County Lobbyist Ordinance. The CONSULTANT affirms that in the procurement and performance of this contract, it was and is in compliance with Los Angeles County Ordinance No. 93-0031.

14.4. Awards to parties on Federal Excluded Parties List (EPLS). The CONSULTANT affirms that it is not on the Federal Excluded Parties List, and agrees to comply with 2 CFR Part 200 – Appendix II(A) which prohibits Federal funds as contract awards to any entity on the Federal Excluded Parties List maintained on www.sam.gov.

14.5. Amendments. The CITY or CONSULTANT may amend this Agreement at any time provided that such amendments make a specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the CITY's governing body. Such amendments shall not invalidate this Agreement or relieve or release the CITY or CONSULTANT from its obligations under this Agreement.

The CITY may, at its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendments signed by both the CITY and CONSULTANT.

14.6. Suspension or Termination. Either party may terminate this contract at any time given written notices to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date such as termination. Partial terminations of the Scope of Service in Paragraph 1.A above may only be undertaken with the prior approval of the CITY. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material reported by CONSULTANT under this Agreement shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The CITY may also suspend or terminate this Agreement, in whole or in part, if CONSULTANT materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein; and the CITY may declare the CONSULTANT ineligible for any further participation in the CITY contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the CONSULTANT is incompliant with any applicable rules or regulations, the CITY may

withhold up to fifteen percent (15) of said contract funds until such time as the CONSULTANT is found to be in compliance by the CITY, or is otherwise adjudicated to be in compliance.

14.7. Source of Funding. This contract is funded in whole or in part by Community Development Block Grant Funds (CDBG).

15. ADMINISTRATIVE REQUIREMENTS

15.1. Documentation and Record-Keeping

15.1.a. Records to be Maintained. In accordance with the Federal regulations specified in 24 CFR 85.36(i)(10), the CONSULTANT shall maintain all records that are pertinent to the activities to be funded under this Agreement. Records to be maintained include, but are not limited to books, documents, papers, and records of the Consultant which are directly pertinent to the contract for the purpose of auditing.

15.1.b. Retention. As specified by the Los Angeles County Auditor-Controller (*Administration Handbook, Accounting and Financial Reporting, Section 3.1, Retention*), the CONSULTANT shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after final payment and all other pending matters are closed.

15.2. Reporting and Payment Procedures

15.2.a. Reporting. The CONSULTANT shall provide all requested documentation resulting throughout the course of or under contract to CITY.

15.2.b. Payment Procedures. The CITY will pay to the CONSULTANT funds available under this contract based upon information submitted by the CONSULTANT and consistent with any approved budget and CITY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the CONSULTANT.

16. PERSONNEL & PARTICIPANT CONDITIONS

16.1. Employment Restrictions

16.1.a. Labor Standards. The CONSULTANT agrees to comply with the requirements of the Secretary of Labor in accordance with the Executive Order 11246, Davis-Bacon Act as amended, the provision of Section 103 and 107 of the Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), Section 3 of the Housing and Urban Development Act of 1968, and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The CONSULTANT shall maintain documentation which demonstrates compliance with hour and wages requirements of this part. Such documentation shall be made available to the CITY for review upon request

The CONSULTANT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all Consultants engaged under contracts in excess of $2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 1 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the CONSULTANT of its obligation, if any, to require payment of the higher wage.

16.2. Conduct

16.2.a. Subcontracts.

16.2.a.1 Approvals. The CONSULTANT shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the CITY prior to the execution of such agreement.

16.2.a.2. Content. The CONSULTANT shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

16.3. Patent Rights. If this contract results in any discovery or invention which may develop in the course of or under contract, the CITY reserves the right to royalty-free, non-exclusive and irrevocable license to use and to authorize others to use, the work for government purpose.

16.4. Copyright. If this contract results in any copyrightable material, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purpose.

16.5. Anti-Discrimination. The CONSULTANT agrees to comply with the following Federal anti-discrimination provisions as applicable in performance of this contract:

- Title VI of the Civil Rights Act of 1964
- Title I of the Housing and Community Development Act of 1974, Section 109 as amended
- Age Discrimination Act of 1975
- Rehabilitation Act of 1973, Section 504

TO EFFECTUATE TH IS 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: Jose Reyneso

Title: City Manager

Date: 4/2/2024

"CONSULTANT"
Willdan Engineering

Signature: _____

Printed: Salvador Lopez Jr.

Title: Director of Planning

Date: 3/21/2024

Attest:

Signature: _____

Printed: Laura Aguilar
Title: City Clerk

Date: 4/2/2024

Approved as to form
Signature: _____

Printed: _____
Title: City Attorney

Date: _____

TO EFFECTUATE TH IS 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"
Willdan Engineering

Authorized Signatories^

Signature: _____

Printed: _____

Title: _____

Date: _____

Signature: f081497b-d1b7-4cb5-ac0b-b772d0de6046 Digitally signed by f081497b-d1b7-4cb5-ac0b-b772d0de6046 DN: cn=f081497b-d1b7-4cb5-ac0b-b772d0de6046 Reason: I agree to the terms defined by the placement of my signature in this document Location: Date: 2024-03-06 08:18-08'00'

Printed: Salvador Lopez Jr.

Title: Director of Planning

Date:

Attest:

Signature: _____

Printed: _____
Title: City Clerk

Date: _____

Approved as to form
Signature: Aleks Giragosian Digitally signed by Aleks Giragosian Date: 2024.03.15 14:37:59 -07'00'

Printed: Aleks R. Giragosian
Title: City Attorney

Date: 3/15/2024

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall assist the City with the administration of the Community Development Block Grant program ("Services"). Services shall include, but not be limited to, the following:

A. Application Processing for the senior applicants: Determine Eligibility of applicants (verify age, income, and type of household).
B. Permits and Licenses for Contractors: Vetting contractors to ensure they have or obtain all proper local, State, and Federal permits and licenses, as well as be in good standing with permits/license issuing agencies and applicable land use regulations.
C. Rehabilitation Work Management for the Consultant:
    a. Prepare grant documents and process the closing of the grant
    b. Manage program inquiries from Sierra Madre residents, contractors and the general public
    c. Thoroughly make and confirm property inspection and work specifications
    d. Verify licenses and insurance of contractors
    e. Work write-up and itemized cost estimate
    f. Construction management
    g. Funding distribution
    h. Completion documentation
D. Administrative Reporting to CDBG and L.A. County Development Authority (LACDA)
    a. Input information onto LACDA website at each phase of project
    b. Notice of Completion (filed with the County Recorder's Office)
    c. Recordkeeping and maintenance of files
    d. Related services as needed

CITY OF
SIERRA
MADRE

STAFF REPORT

PUBLIC WORKS SERVICES

DATE: August 25, 2026

TO: Honorable Mayor and City Council

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

SUBJECT: **Amendment No. 2 to the Professional Services Agreement with The Vertex Companies, LLC for Additional Construction Administration Services for the Library Remodel and Construction Expansion Project**

RECOMMENDATION

It is recommended that the City Council:

1. Approve Amendment No. 2 to the Professional Services Agreement with The Vertex Companies, LLC in the amount of $25,982.50, increasing the total not-to-exceed amount to $683,182.50, for additional construction administration services performed from March through June 2026 for the Library Remodel and Construction Expansion Project.
2. Authorize the City Manager to execute Amendment No. 2 in a form approved by the City Attorney.

SUMMARY

On February 13, 2024, the City Council approved a professional services agreement with The Vertex Companies, LLC (Vertex) for construction management, inspection, and project oversight services for the Library Remodel and Construction Expansion Project. The parties entered into the agreement in March 2024 with a not-to-exceed amount of $532,000.

On January 27, 2026, the City Council approved Amendment No. 1 in the amount of $125,200 for additional construction management, testing, inspection, and project support. Amendment No. 1 increased the total agreement authority to $657,200.

Construction extended beyond the period assumed for Vertex's amended budget. From March through June 2026, Vertex performed additional construction administration services before Council approved added compensation; the deferred charges remain unpaid. Vertex documented $51,965 in additional services. To resolve the deferred charges, on July 21, 2026, the City and Vertex agreed to reduce them by 50 percent, limiting the additional compensation to $25,982.50. Invoice OPM 095074-28, issued July 31, 2026, reflects the agreed amount.

DISCUSSION & ANALYSIS

Vertex's agreement includes construction administration, schedule and cost monitoring, coordination with the contractor and design team, review of payment applications and change orders, inspection oversight, and project closeout support. Amendment No. 1 added funding for expanded testing, inspection, and construction management services associated with project conditions and the extended construction period.

Amendment No. 2 applies only to the March through June 2026 services and does not authorize a future scope. The amendment recitals identify project conditions that extended the construction period. Approval addresses Vertex's compensation only; allocation of any delay-related construction costs remains part of project closeout.

Vertex's revised invoices document deferred charges of $8,845.50 for March, $15,211.75 for April, $13,450.75 for May, and $14,457.00 for June, totaling $51,965. The City and agreed Vertex agreed to reduce each month's deferred charge by 50 percent and charged no additional amount for July. Invoice OPM 095074-28 consolidates the resulting amount due of $25,982.50.

Invoice OPM 095074-28 shows $651,278.75 previously invoiced under the existing $657,200 maximum, leaving $5,921.25. Payment of the $25,982.50 invoice would exceed the existing maximum by $20,061.25. The invoice remains unpaid. Amendment No. 2 would increase the agreement maximum to $683,182.50 and provide the additional authority required before payment.

STRATEGIC PLAN RELATIONSHIP

Approval of this item supports Strategy IG 1.3, Library Renovation, Infrastructure, and Growth Management, by supporting responsible completion and contract administration for a key community facility.

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

The original agreement was authorized up to $532,000. Amendment No. 1 added $125,200, increasing total authority to $657,200. Amendment No. 2 would add $25,982.50, representing 50 percent of the $51,965 in additional March through June 2026 services documented by Vertex, and would increase the agreement's total not-to-exceed amount to $683,182.50.

The $25,982.50 amendment amount is available within the approved Library Remodel and Construction Expansion Project budget and is committed to project budget line 10.60, OPM - Closeout. The expenditure will be charged to GL account 29007.90000.56010. No additional appropriation is required.

The July 31, 2026 project budget report includes this amendment as a commitment and projects a final cost of $13,590,484 against a total project budget of $13,811,103, or $220,619 under budget. The Owner’s Project Hard Cost Contingency balance is $320,542.63. Identified funding sources total $13,784,210, resulting in projected savings of $193,726 relative to those sources.

Approved by:

_____

Michael Bruckner
City Manager

Attachments

1. 2nd Amendment to Vertex PSA.pdf
2. Attachment-2-Vertex-Invoices-095074-24-to-27-REDACTED.pdf
3. Attachment-3-Vertex-Invoice-095074-28-REDACTED.pdf

SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES

This Second Amendment to Professional Services Agreement for Consultant Services ("Amendment") is entered into by and between the City of Sierra Madre, a California municipal corporation ("City"), and The Vertex Companies, LLC., a California Corporation ("Consultant"), (collectively, "Parties").

RECITALS

A. On March 12, 2024, the City entered into a Professional Services Agreement with Consultant to provide the City with construction management services for the Library Construction Project, including construction management oversite and inspection services including sub-contracting for inspection services ("Agreement").

B. As the Library Construction Project progressed, unforeseen conditions, Owner changes and contractor errors extended the duration of construction. Vertex provided extended construction administration services during March, April, May, and June 2026 on an hourly basis. This Amendment is the agreed upon value of those additional services as documented in **Attachment A**.

C. The parties desire to amend this Agreement to include this additional work and to increase the compensation authorized under the Agreement

AMENDMENTS

I. AMENDMENT: Section 3.4 (Maximum Amount) of Section 3 (Definitions) of the Agreement is amended to read as follows, with underlined text denoting additions and struck-through text denoting deletions:

Section 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 **$683,182.50.**

II. Release of Parties and Waiver of Claims. Each Party hereby forever releases and fully discharges the other Party and their respective predecessors, successors, assigns, related entities, insurers, sureties, employees, officers, directors, board members, shareholders, and attorneys from, and relinquishes, extinguishes and waives, as to such parties, any and all claims, disputes, demands, liabilities, controversies, causes of action, bond claims, stop payment notices in their entirety (per Civil Code section 8128), damages, costs, expenses, attorneys' fees, and consultants' fees, of any kind or nature, whether legal or equitable, in tort or in contract, actual or contingent, latent or patent, known or unknown, asserted or unasserted, that they ever had, now have, or may have which in any way arise out of or relate, directly or indirectly, to the Disputes, the Construction Contract, the Contractor Claim, and/or the Library Construction Project (the "Released Parties and Waived Claims").

III. Waiver of Civil Code Section 1542. As part of the consideration for the releases, waivers and promises contained in this Agreement, the Parties and each of their respective predecessors,

successors, assigns, related entities, employees, officers, directors, board members and shareholders acknowledge that each may have claims against the other, including claims for damages, that are presently unknown and that the releases and waivers contained in this Agreement are intended to, and will, fully, finally and forever discharge all claims, whether now asserted or unasserted, known or unknown, arising out of or related to the Library Construction Project.

Except as set forth elsewhere in this agreement, the parties expressly understand and agree to waive the provisions of, and all rights and benefits afforded by, California Civil Code section 1542, which provides in full as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

In furtherance of the intent expressed above, the Parties agree that the releases and agreements given herein shall remain in effect as full and complete release of such matters notwithstanding the discovery or existence of additional claims or facts related thereto.

IV. INTEGRATION: This Amendment amends the Agreement and, except as specifically amended hereby, the Agreement shall remain in full force and effect.

V. SEVERABILITY: If any provision of this Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

IN WITNESS WHEREOF, this Amendment shall be executed by the representatives of the Parties authorized to do so and shall take effect upon the dates set forth below.

"City"
City of Sierra Madre

By:_____
Michael Bruckner
City Manager

Date: _____

"Contractor"
The Vertex Companies, LLC.

By:_____
Bryan Jarvis
Managing Director

Date: _____

Attest:

By:_____
Laura Aguilar, City Clerk

Date: _____

Approved as to form:

By:_____
Aleks R. Giragosian, City Attorney

Date: _____

The Vertex Companies, LLC
30 Braintree Hill Office Park, Suite 301
Braintree, MA 02184
781-952-6000

INVOICE FOR OPM SERVICES
SIERRA MADRE LIBRARY REMODEL
SIERRA MADRE, CA

Revised 7.21.26

James Carlson
The City of Sierra Madre
232 West Sierra Madre Boulevard
Sierra Madre, CA 91024

Date	**3/31/2026**
Number	**OPM 095074-24**
Due Now	**$9,021.75**

OPM Professional Services **3/1 - 3/31/2026**

	Hours	*Rate*	*Ext*
Project Executive	9.00	$245	2,205.00
Project Manager	85.00	$175	14,875.00
Manager - Project Accounting	3.75	$175	656.25
Acct/Admin	1.00	$131	131.00

Amount invoiced has been reduced to reflect remaining balance for Base Services

Amount Earned	17,867.25
Amount Earned not Invoiced	8,845.50
Total Amount Due *for this invoice*	**$9,021.75**

Balance of $8,845.50 due per 7.21.26 Agreement with City

New remittance instructions:
Please reference Vertex Project No. & Invoice No. on all remittance.
Remit Payments to: The Vertex Companies, LLC. P.O. Box 23264, New York, NY 10087-5134
ACH/Wire remittance details redacted
Please note that payments made by credit card will include an additional fee of 3%. Tax ID #: [redacted]

Billing Summary

Description / Phase	*Bud Code*	*Contract*	*Prev. Invoiced*	*This Invoice*	*Total Invoiced*	*Remaining*
Base Services:						
Pre-Construction	10.30	84,000.00	84,000.00	-	84,000.00	-
Bidding	10.40	56,000.00	56,000.00	-	56,000.00	-
Construction	10.50	336,000.00	336,000.00	-	336,000.00	-
Close-out, including extension per AM01	10.60	86,000.00	76,978.25	9,021.75	86,000.00	-
Extra Services:						
Testing & Inspec Svcs (Twining) per AM01	23.10	95,200.00	89,278.75		89,278.75	5,921.25
Totals		**657,200.00**	**642,257.00**	**9,021.75**	**651,278.75**	**5,921.25**

Statement of Unpaid Invoices as of the Issuance of this Invoice:

Invoice	**$Amount**	**Period Covered**
095074-19	$52,865.50	10/1 - 10/31/2025
095074-20	$17,406.00	11/1 - 11/30/2025
095074-21	$15,784.75	12/1 - 12/31/2025
095074-22	$15,736.50	01/1 - 01/31/2026
095074-23	$11,882.25	02/1 - 02/28/2026
Total	**$113,675.00**	

The Vertex Companies, LLC
30 Braintree Hill Office Park, Suite 301
Braintree, MA 02184
781-952-6000

INVOICE FOR OPM SERVICES
SIERRA MADRE LIBRARY REMODEL
SIERRA MADRE, CA

Revised 7.21.26

James Carlson
The City of Sierra Madre
232 West Sierra Madre Boulevard
Sierra Madre, CA 91024

Date	**4/30/2026**
Number	**OPM 095074-25**
Due Now	**$0.00**

OPM Professional Services **4/1 - 4/30/2026**

	Hours	*Rate*	*Ext*
Project Executive	12.00	$245	2,940.00
Project Manager	65.50	$175	11,462.50
Manager - Project Accounting	4.25	$175	743.75
Acct/Admin	0.50	$131	65.50

Amount invoiced has been reduced to reflect remaining balance for Base Services

Due in full per 7.21.26 Agreement with the City

Amount Earned this month	15,211.75
Amount Earned not Invoiced to Date	24,057.25

Total Amount Due *for this invoice* ~~$0.00~~ $15,211.75

New remittance instructions:
Please reference Vertex Project No. & Invoice No. on all remittance.
Remit Payments to: The Vertex Companies, LLC. P.O. Box 23264, New York, NY 10087-5134
ACH/Wire remittance details redacted
Please note that payments made by credit card will include an additional fee of 3%. Tax ID #: [redacted]

Billing Summary

Description / Phase	*Bud Code*	*Contract*	*Prev. Invoiced*	*This Invoice*	*Total Invoiced*	*Remaining*
Base Services:						
Pre-Construction	10.30	84,000.00	84,000.00	-	84,000.00	-
Bidding	10.40	56,000.00	56,000.00	-	56,000.00	-
Construction	10.50	336,000.00	336,000.00	-	336,000.00	-
Close-out, including extension per AM01	10.60	86,000.00	86,000.00		86,000.00	-
Extra Services:						
Testing & Inspec Svcs (Twining) per AM01	23.10	95,200.00	89,278.75		89,278.75	5,921.25
Totals		**657,200.00**	**651,278.75**	**-**	**651,278.75**	**5,921.25**

Statement of Unpaid Invoices as of the Issuance of this Invoice:

Invoice	$Amount	Period Covered
095074-19	$52,865.50	10/1 - 10/31/2025
095074-20	$17,406.00	11/1 - 11/30/2025
095074-21	$15,784.75	12/1 - 12/31/2025
095074-22	$15,736.50	01/1 - 01/31/2026
095074-23	$11,882.25	02/1 - 02/28/2026
095074-24	$9,021.75	03/1 - 03/30/2026
Total	**$122,696.75**	

The Vertex Companies, LLC
30 Braintree Hill Office Park, Suite 301
Braintree, MA 02184
781-952-6000

INVOICE FOR OPM SERVICES
SIERRA MADRE LIBRARY REMODEL
SIERRA MADRE, CA

Revised 7.21.26

~~James Carlson~~ Brian Dickinson
The City of Sierra Madre
232 West Sierra Madre Boulevard
Sierra Madre, CA 91024

Date	**5/31/2026**
Number	**OPM 095074-26**
Due Now	**$0.00**

OPM Professional Services **5/1 - 5/31/2026**

	Hours	*Rate*	*Ext*
Project Executive	14.50	$245	3,552.50
Project Manager	50.00	$175	8,750.00
Manager - Project Accounting	6.00	$175	1,050.00
Acct/Admin	0.75	$131	98.25

Amount invoiced has been reduced to reflect remaining balance for Base Services

Amount Earned this month ~~13,450.75~~
Amount Earned not Invoiced to Date ~~37,508.00~~

Total Amount Due *for this invoice* ~~**$0.00**~~

$1,925.25
Reduced fee per 7.21.26 Agreement with City to bill 50% of total additional services provided Mar-June 2026

New remittance instructions:
Please reference Vertex Project No. & Invoice No. on all remittance.
Remit Payments to: The Vertex Companies, LLC. P.O. Box 23264, New York, NY 10087-5134
ACH/Wire remittance details redacted
Please note that payments made by credit card will include an additional fee of 3%. Tax ID #: [redacted]

Billing Summary

Description / Phase	*Bud Code*	*Contract*	*Prev. Invoiced*	*This Invoice*	*Total Invoiced*	*Remaining*
Base Services:						
Pre-Construction	10.30	84,000.00	84,000.00	-	84,000.00	-
Bidding	10.40	56,000.00	56,000.00	-	56,000.00	-
Construction	10.50	336,000.00	336,000.00	-	336,000.00	-
Close-out, including extension per AM01	10.60	86,000.00	86,000.00		86,000.00	-
Extra Services:						
Testing & Inspec Svcs (Twining) per AM01	23.10	95,200.00	89,278.75		89,278.75	5,921.25
Totals		**657,200.00**	**651,278.75**	**-**	**651,278.75**	**5,921.25**

The Vertex Companies, LLC
30 Braintree Hill Office Park, Suite 301
Braintree, MA 02184
781-952-6000

INVOICE FOR OPM SERVICES
SIERRA MADRE LIBRARY REMODEL
SIERRA MADRE, CA

Revised 7.21.26

~~**James Carlson**~~ Brian Dickinson
The City of Sierra Madre
232 West Sierra Madre Boulevard
Sierra Madre, CA 91024

Date	**6/30/2026**
Number	**OPM 095074-27**
Due Now	**$0.00**

OPM Professional Services **6/1 - 6/30/2026**

	Hours	*Rate*	*Ext*
Project Executive	14.50	$245	3,552.50
Project Manager	55.00	$175	9,625.00
Manager - Project Accounting	6.75	$175	1,181.25
Acct/Admin	0.75	$131	98.25

$0.00
Reduced fee per 7.21.26 Agreement with City to bill 50% of total additional services provided Mar-June 2026

Amount invoiced has been reduced to reflect remaining balance for Base Services

Amount Earned this month	~~14,457.00~~
Amount Earned not Invoiced to Date	~~51,965.00~~
Total Amount Due *for this invoice*	~~**$0.00**~~

Total Amount due from Mar-June '26 = $25,982.50. To be billed on month ending 7.31.26 Invoice.

New remittance instructions:
Please reference Vertex Project No. & Invoice No. on all remittance. **OPM 095074-27**
Remit Payments to: The Vertex Companies, LLC. P.O. Box 23264, New York, NY 10087-5134
ACH/Wire remittance details redacted
Please note that payments made by credit card will include an additional fee of 3%. Tax ID #: [redacted]

Billing Summary

Description / Phase	*Bud Code*	*Contract*	*Prev. Invoiced*	*This Invoice*	*Total Invoiced*	*Remaining*
Base Services:						
Pre-Construction	10.30	84,000.00	84,000.00	-	84,000.00	-
Bidding	10.40	56,000.00	56,000.00	-	56,000.00	-
Construction	10.50	336,000.00	336,000.00	-	336,000.00	-
Close-out, including extension per AM01	10.60	86,000.00	86,000.00		86,000.00	-
Extra Services:						
Testing & Inspec Svcs (Twining) per AM01	23.10	95,200.00	89,278.75		89,278.75	5,921.25
Totals		**657,200.00**	**651,278.75**	**-**	**651,278.75**	**5,921.25**

The Vertex Companies, LLC
30 Braintree Hill Office Park, Suite 301
Braintree, MA 02184
781-952-6000

INVOICE FOR OPM SERVICES
SIERRA MADRE LIBRARY REMODEL
SIERRA MADRE, CA

James Carlson
The City of Sierra Madre
232 West Sierra Madre Boulevard
Sierra Madre, CA 91024

Date	**7/31/2026**
Number	**OPM 095074-28**
Due Now	**$25,982.50**

OPM Professional Services **Deferred amounts earned between March 1 and July 31, 2026 at 50%**

Service Month	Amount Earned, not Invoiced	Discount	Amount Due
Mar-26	8,845.50	50%	4,422.75
Apr-26	15,211.75	50%	7,605.88
May-26	13,450.75	50%	6,725.38
Jun-26	14,457.00	50%	7,228.50
Jul-26	no charge	100%	-
			25,982.50

Total Amount Due *for this invoice* **$25,982.50**

New remittance instructions:

Please reference Vertex Project No. & Invoice No. on all remittance. **OPM 095074-28**

Remit Payments to: The Vertex Companies, LLC. P.O. Box 23264, New York, NY 10087-5134

ACH/Wire remittance details redacted

Please note that payments made by credit card will include an additional fee of 3%. Tax ID #: [redacted]

Billing Summary

Description / Phase	*Bud Code*	*Contract*	*Prev. Invoiced*	*This Invoice*	*Total Invoiced*	*Remaining*
Base Services:						
Pre-Construction	10.30	84,000.00	84,000.00	-	84,000.00	-
Bidding	10.40	56,000.00	56,000.00	-	56,000.00	-
Construction	10.50	336,000.00	336,000.00	-	336,000.00	-
Close-out, including extension per AM01, AM02	10.60	111,982.50	86,000.00	25,982.50	111,982.50	-
Extra Services:						
Testing & Inspec Svcs (Twining) per AM01	23.10	95,200.00	89,278.75		89,278.75	5,921.25
Totals		**683,182.50**	**651,278.75**	**25,982.50**	**677,261.25**	**5,921.25**

CITY OF
SIERRA
MADRE

STAFF REPORT

PUBLIC WORKS SERVICES

DATE:	August 25, 2026
TO:	Honorable Mayor and City Council
FROM:	Brian Dickinson, Director of Public Works By: Eric Lozick, Management Analyst
SUBJECT:	**Acceptance of the Library Remodel and Construction Expansion Project and Authorization to Record a Notice of Completion**

RECOMMENDATION

It is recommended that the City Council take the following actions:

1. Accept the work performed by AMG & Associates, Inc. for the Library Remodel and Construction Expansion Project, Project No. FC82306, as complete, effective August 25, 2026.
2. Authorize the City Clerk to execute and record the Notice of Completion with the Los Angeles County Recorder within 15 days after acceptance.

SUMMARY

On September 24, 2024, the City Council awarded a construction contract to AMG & Associates, Inc. for the Library Remodel and Construction Expansion Project. The authorized not-to-exceed amount was $10,547,000, consisting of the $9,542,000 base bid, $45,000 for Bid Alternate No. 2, and a $960,000 contingency.

The project renovated and expanded the City Public Library at 440 West Sierra Madre Boulevard. The work included structural, accessibility, interior, building-system, and site improvements, together with the monument sign authorized as Bid Alternate No. 2. The renovated Library reopened to the public on June 6, 2026.

The contracted work is presented for formal acceptance on August 25, 2026. Under California Civil Code section 9200, completion of a public work occurs upon acceptance by the public entity. City Council acceptance will establish August 25, 2026 as the completion date stated in the Notice of Completion.

DISCUSSION & ANALYSIS

The construction contract is dated September 24, 2024. The Council award authorized a $9,542,000 base bid, the $45,000 monument sign alternate, and a $960,000 contingency. Resolution No. 24-58 transferred $1,800,000 from General Fund reserves to the Targeted State Grants-Library account to complete project funding.

Since the Library reopened, AMG & Associates, Inc., Vertex Project Management, TSK architects, and City staff have continued project closeout and financial reconciliation. Vertex's July 31, 2026 monthly vendor invoice package documents AMG Application for Payment No. 22, Change Orders Nos. 12 and 13, consultant closeout billing, the project budget report, the major contracts report, and the construction contingency log. The July package recommends AMG Application for Payment No. 22 in the amount of $642,413.69. It identifies Change Order No. 12 in the amount of $10,558.76 and Change Order No. 13 in the amount of $127,500.00, and reports a current AMG contract commitment subtotal of $10,225,157.37. The Vertex Companies July 31, 2026 Project Budget Status Report identifies a total project budget of $13,811,103 and a final project cost of $13,590,484, approximately $221,000 below budget.

California Civil Code section 9200 provides that completion of a public work occurs upon acceptance by the public entity. Civil Code section 9204 permits the City to record a Notice of Completion on or within 15 days after completion. City Council acceptance on August 25, 2026 will therefore establish the completion date for the Notice of Completion and authorize timely recordation. A city is not required to record a notice of completion when work is completed; however, recording a notice of completion protects a city by shortening the period in which stop payment notices may be filed.

Approval of the recommended actions will:

- Formally accept the completed construction work effective August 25, 2026
- Authorize timely recordation of the Notice of Completion
- Continue remaining payment, retention, and contract closeout through the City's established review process

STRATEGIC PLAN RELATIONSHIP

This item supports Strategy IG 1.3, Library Renovation, Infrastructure, and Growth Management, by completing the administrative closeout of a major community facility project.

ENVIRONMENTAL ANALYSIS

Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities

FISCAL IMPACT

The City Council authorized a construction contract not to exceed $10,547,000, including the base bid, Bid Alternate No. 2, and contingency. Project funding included the California State Library Targeted Grant, the Building Forward Library Facilities Improvement Program grant with federal American Rescue Plan Act matching funds, and $1,800,000 transferred from General Fund fund balance under Resolution No. 24-58. Construction costs are charged to GL account 29007.90000.56010, and retention is tracked in GL account 29007.00000.23500.

Vertex’s July 31, 2026 package reports a final AMG contract amount of $10,225,157.37 and Application for Payment No. 22 in the amount of $642,413.69. Of that payment, $504,354.93 represents the release of retention. The final construction contract amount remains within the Council-approved not-to-exceed amount of $10,547,000. Application for Payment No. 22 and the associated retention release will be processed through the existing project accounts.

The Vertex Companies, LLC’s July 31, 2026 Project Budget Status Report identifies a total project budget of $13,811,103 and a final project cost of $13,590,484, approximately $221,000 below budget.

Approved by:

Mike

_____

Michael Bruckner
City Manager

Attachments

1. Library-Notice-of-Completion-Fillable-August-25-2026.pdf
2. Substantial Completion Entire - UNEX.pdf
3. The Vertex Companies, LLC, July 31, 2026 Monthly Vendor Invoice Package and Budget Update

RECORDING REQUESTED BY:

City of Sierra Madre

AND WHEN RECORDED MAIL TO:

City of Sierra Madre
Attn: City Clerk
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

No recording fee pursuant to Government Code section 27383.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is hereby given pursuant to California Civil Code section 9204:

1. PUBLIC ENTITY / OWNER

Name: City of Sierra Madre
Address: 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024
Interest: Owner in fee; public entity

2. DIRECT CONTRACTOR

Name: AMG & Associates, Inc.
Address: 26535 Summit Circle, Santa Clarita, CA 91350
Contract date: September 24, 2024

3. CONSTRUCTION LENDER None

4. WORK OF IMPROVEMENT

Project: Library Remodel and Construction Expansion Project, Project No. FC82306
Work: Remodel and expansion of the existing City Public Library
Completion date: August 25, 2026

5. PROJECT SITE

Description: City Public Library
Address: 440 W. Sierra Madre Blvd., Sierra Madre, Los Angeles County, California 91024

6. PERSON GIVING NOTICE

City of Sierra Madre, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024
Relationship to parties: Owner / public entity

EXECUTION

Dated: _____

CITY OF SIERRA MADRE

By: _____

Name: _____

Title: City Clerk

VERIFICATION

I, _____, declare that I am the City Clerk of the City of Sierra Madre and the declarant of the foregoing Notice of Completion; I have read the notice and know its contents; and the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on: _____ at Sierra Madre, California.

Signature: _____

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
City of Sierra Madre Library
440 W Sierra Madre Boulevard
Sierra Madre, CA 91024

CONTRACT INFORMATION:
Contract For:General Construction
Date: May 23, 2023

CERTIFICATE INFORMATION:
Certificate Number:001
Date: July 24, 2026

OWNER: *(name and address)*
City of Sierra Madre
232 W Sierra Madre Boulevard
Sierra Madre, CA 91024

ARCHITECT: *(name and address)*
TSK Architects
316 W 2nd Street. Penthouse
Los Angeles, CA 90012

CONTRACTOR: *(name and address)*
AMG & Associates, Inc.
26535 Summit Circle
Santa Clarita, CA 91350

The Work identified below has been reviewed and found, to the Architect s best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)
Entire Project Completion: All scopes of work are complete as stated and shown in the contract documents.

ARCHITECT *(Signature)*	BY: Pedro Espinet *(Printed name, title, and license number if required)*	*June 23, 2026* *Date Of Substantial Completion*

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
All warranties shall commence on date stated above.

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
All work is complete

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Sixty (60) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $0.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner s and Contractor s legal and insurance counsel should review insurance requirements and coverage.)
Security, maintenance, heating, cooling, utilities, damage to the Work and insurance shall be the responsibility of the Owner.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Signature)*	Albert M. Giacomazzi *(Printed name and title)*	August 6, 2026 *Date*
OWNER *(Signature)*	*(Printed name and title)*	*Date*

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User Notes: (6a63765be35e7d8438becc4b)

Monthly Vendor Invoice Package and Budget Update
from The Vertex Companies, LLC

Project: **Sierra Madre Library**

Financial Period Ending: July 31, 2026

Approved by:

Bryan Jarvis
Sr. Managing Director
The Vertex Companies, LLC

To: James Carlson
Brian Dickinson
Jen Peterson
Leila Arciero
CC: Bryan Jarvis Vertex
Nathan Donsker Vertex

---

1 **Please see attached Invoice Listing following this Memo –** including budget line codes and descriptions – for invoices recommended for payment this period. Please include this schedule when handing off approved invoices to the City Council for payment.

- As we continue to reconcile what has already been paid by the City, please review all new invoices recommended for payment in this package and confirm that these invoices have not yet been paid before processing for future payment.

2 **New Commitments and Budget Transfers:**

a) **AMG Change Order 12** – has been posted in the amount of $10,558.76 to budget line 40.20 Base Construction, requiring a budget transfer in the same amount from budget line 80.00 Owners Project Hard Cost Contingency.

b) **AMG Change Order 13** – has been posted in the amount of $127,500.00 to budget line 40.20 Base Construction, requiring a budget transfer in the same amount from budget line 80.00 Owners Project Hard Cost Contingency.

c) **Vertex Amendment 2** – has been committed in the amount of $25,982.50 to budget line 10.60 OPM - Closeout.

3 **Reconciliation of Vertex Expenditures to the Owner**:

Vertex will reconcile our budget to the Owner's accounting on a regular basis. The reconciliation process is performed more quickly if a separate report can be sent in an Excel file format. Please send a report each month of (a) Expenditures Paid by Vendor *Project-to-Date* and, (b) if reconciliation of commitments is desired by the Building Committee, PO's by Vendor to mekuppens@vertexeng.com.

On 12-4-25, we received an Excel file named LIBRARY WORKFILE 12.04.2025 EMAIL TO VERTEX listing invoices totaling $8,251,178.35. After reconciling the invoices listed in this file with what we have been tracking and recommending in our monthly Vendor Invoice Packages, we posted an additional $203,337.05 in previously-paid/processed costs. These additional costs are not listed in the City's "VIP PAYMENT INFO" spreadsheet.

On 7-7-26, we received an Excel file named VIP PAYMENT INFO from Jen Peterson listing City Payment Dates and City Check numbers related to invoices we recommended for payment in our m/e February 2025 VIP through m/e April 2026 VIPs. While no new additional costs were identified in the City's spreadsheet, we note the following items:

Vendor	Invoice	Per City's Spreadsheet	Recommendation to the City
GEOCON West, Inc.	725110137	City Excel lists amount to pay as $8,997.50	Appears to be a transposition error - Correct amount to pay is $9,887.50 as recommended in VIP. Note payment is listed as Pending
GEOCON West, Inc.	• 724130163 • 725110137 • 725120140 • 725090169 • 725100112 • 725130128 • 726010109 • 726020111 • 726030131	Payments for these invoices are listed as "Pending"	Please provide payment information once payments are made
Invoices recommended in our m/e April VIP		Payments are listed as "Pending"	Please provide payment information once payments are made
Invoices recommended in our m/e May VIP		No payments are listed	Please provide payment information once payments are made

4 Attachments:

		page
a.	**Invoice Listing and Budget Codes**	*1*
b.	**Invoice Copies**	*2-18*
c.	**Project Budget Status Report**	*19-20*
d.	**Major Contracts Report**	*21-22*
e.	**Budget Transfers & Usage of Contingency**	*23*
f.	**PCO Log**	

Sierra Madre Library

vertex

Expenditures

7/31/26

Any invoices in gray are assumed to have been processed for payment by the City

Post Pd	Vendor	Invoice No.	Invoice Date	Invoice Line	Budget Code	Short Budget Desc	Invoice Line Amount	Total Invoice Amount
2026.07PREVPAID	**Previously-Paid**							
2026.07PREVPAID	GEOCON West, Inc.	725060133	7/14/25	S	22.40	Geo-tech/Geo-Enviro (Design/Construction)	862.50	**862.50**
2026.07PREVPAID	Regan Paving	35310	5/31/26	S	23.90	Misc. Project Costs	26,100.00	**26,100.00**
2026.07PREVPAID	W M J Communications	2405		S	50.40	Computers and Technology	1,760.00	**1,760.00**
2026.07PREVPAID	W M J Communications	2406		S	50.40	Computers and Technology	4,277.08	**4,277.08**
2026.07PREVPAID	W M J Communications	2407		S	50.40	Computers and Technology	2,744.98	**2,744.98**
2026.07	Invoices Recommended for Payment in this VIP:							
2026.07	The Vertex Companies, LLC	OPM 095074-28	5/31/26	S	10.60	OPM - Closeout	25,982.50	**25,982.50**
2026.07	tsk Architects	110374	7/21/26	1	30.60	A&E - Construction Administration	874.50	**:**
2026.07	tsk Architects	110374	7/21/26	2	30.70	A&E - Closeout	13,976.00	**14,850.50**
2026.07	KING OFFICE SUPPLY	King KO-20630-6-004	6/24/26	S	22.80	Moving	22,081.50	**22,081.50**
2026.07	AMG	APP 22	7/31/26	S	40.20	Base Construction	642,413.69	**642,413.69**
						New expenditures recommended this period:	***705,328.19***	***705,328.19***

The Vertex Companies, LLC
30 Braintree Hill Office Park, Suite 301
Braintree, MA 02184
781-952-6000

INVOICE FOR OPM SERVICES
SIERRA MADRE LIBRARY REMODEL
SIERRA MADRE, CA

James Carlson
The City of Sierra Madre
232 West Sierra Madre Boulevard
Sierra Madre, CA 91024

Date	**7/31/2026**
Number	**OPM 095074-28**
Due Now	**$25,982.50**

OPM Professional Services **Deferred amounts earned between March 1 and July 31, 2026 at 50%**

Service Month	Amount Earned, not Invoiced	Discount	Amount Due
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May-26	13,450.75	50%	6,725.38
Jun-26	14,457.00	50%	7,228.50
Jul-26	no charge	100%	-
			25,982.50

Total Amount Due *for this invoice* **$25,982.50**

New remittance instructions:

Please reference Vertex Project No. & Invoice No. on all remittance. **OPM 095074-28**
Remit Payments to: The Vertex Companies, LLC. P.O. Box 23264, New York, NY 10087-5134
ACH/Wire - J.P. Morgan 383 Madison Avenue, New York, NY 10179 Routing: 021000021 Account: 687093685
Please note that payments made by credit card will include an additional fee of 3%. Tax ID #: 20-3724403

Billing Summary

Description / Phase	*Bud Code*	*Contract*	*Prev. Invoiced*	*This Invoice*	*Total Invoiced*	*Remaining*
Base Services:						
Pre-Construction	10.30	84,000.00	84,000.00	-	84,000.00	-
Bidding	10.40	56,000.00	56,000.00	-	56,000.00	-
Construction	10.50	336,000.00	336,000.00	-	336,000.00	-
Close-out, including extension per AM01, AM02	10.60	111,982.50	86,000.00	25,982.50	111,982.50	-
Extra Services:						
Testing & Inspec Svcs (Twining) per AM01	23.10	95,200.00	89,278.75		89,278.75	5,921.25
Totals		**683,182.50**	**651,278.75**	**25,982.50**	**677,261.25**	**5,921.25**

Please remit payment electronically to:
Account Name: Tate Snyder Kimsey, Inc.
Bank Name and Address: Regions Bank
Account Number: 0335868406
ABA Number: 111900785 (ACH), 062005690 (Wire)
Remittance Information to be sent to: AR@tska.com

If paying by check, please remit to:
Tate Snyder Kimsey, Inc.
dba TSK Architects
PO Box 95268
Grapevine, Texas 76099-9752

tsk
a MORE group brand

City of Sierra Madre
232 W Sierra Madre Blvd
Sierra Madre, CA 91024

July 21, 2026
Invoice No: 110374

Due Date: August 20, 2026

Invoice Total $14,850.50

PO No.

Project B1282-01-01 City of Sierra Madre Library

Professional Services through July 31, 2026

Fee

Description	Contract Amount	Percent Complete	Total Billed to Date	Prev. Billed to Date	Billing This Period
Pre-Design	74,449.00	100.00	74,449.00	74,449.00	0.00
Schematic Design	99,767.00	100.00	99,767.00	99,767.00	0.00
Design Development	172,095.00	100.00	172,095.00	172,095.00	0.00
Construction Documents	322,459.00	100.00	322,459.00	322,459.00	0.00
Permitting	36,404.00	100.00	36,404.00	36,404.00	0.00
Bidding	13,701.00	100.00	13,701.00	13,701.00	0.00
Construction Administration	174,900.00	100.00	174,900.00	174,025.50	874.50
Project Close Out	13,976.00	100.00	13,976.00	0.00	13,976.00
Total Fee	907,751.00		907,751.00	892,900.50	14,850.50
		Total Fee			**14,850.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Consultant	0.00	5,020.00	5,020.00
Limit			5,020.00

Invoice Total $14,850.50

Outstanding Invoices

Number	Date	Balance
108311	4/2/2026	2,623.50
108869	5/5/2026	874.50
109494	6/4/2026	874.50
Total		**4,372.50**

Total Now Due $19,223.00

Santa Fe Springs CA 90670
(562)921-0555 Fax (562)404-7880

INVOICE

City of Sierra Madre
Attn: Laura Aguilar
laguilar@cityofsierramadre.com

Invoice Number: KO-20630-6-004
Invoice Date: 06/24/26
Order Number: KO-20630-6
Reference:
Customer Number: KL8217

Shipper	From	To	Salesmen
SIERRA MADRE LIBRARY	SIERRA MADRE, CA		4098

Service Code	Description	Hours/Weeks/Units Each	Extended Quantity	Rate		Charges & Credits
	5/5- SIERRA MADRE LIBRARY MOVE					
313V2	2 Trucks & Drivers	8.00	16.00	65.00	HR	1,040.00
OIF	Fuel Surcharge	2.00	2.00	150.00	EA	300.00
313M15	15 Movers	8.00	120.00	40.00	HR	4,800.00
313F2	2 Foremen	8.00	16.00	45.00	HR	720.00
OIRP2	2 Installers	7.00	14.00	45.00	HR	630.00
	5/6- CONTINUE					
313V1	1 Truck & Driver	8.00	8.00	65.00	HR	520.00
OIF	Fuel Surcharge	1.00	1.00	150.00	EA	150.00
313M6	6 Movers	8.00	48.00	40.00	HR	1,920.00
313F1	1 Foremen	8.00	8.00	45.00	HR	360.00
	5/18- ARCHIVE MOVE					
313V4	4 Trucks & Drivers	9.00	36.00	65.00	HR	2,340.00
OIF	Fuel Surcharge	1.00	1.00	150.00	EA	150.00
313M8	8 Movers	9.00	72.00	40.00	HR	2,880.00
313f1	1 Foremen	9.00	9.00	45.00	HR	405.00
OIRP2	2 Installers	9.00	18.00	45.00	HR	810.00
	5/19- CONTINUE					
313V1	1 Truck & Driver	7.00	7.00	65.00	HR	455.00
OIF	Fuel Surcharge	1.00	1.00	150.00	EA	150.00
313M8	8 Movers	7.00	56.00	40.00	HR	2,240.00
313F1	1 Foremen	7.00	7.00	45.00	HR	315.00
OIRP2	2 Installers	7.00	14.00	45.00	HR	630.00
MOI	Shrink Wrap	4.00	4.00	75.00	EA	300.00
1716	LA CO Sales Tax on Material	300.00	300.00	10.50	%	31.50
TCSD	Delivery	1.00	1.00	165.00	EA	165.00
LIB50	50 Library Carts	1.00	50.00	10.00	WK	500.00
TCSP	Pick Up	1.00	1.00	190.00	EA	190.00
OIMG	Installer Parts	1.00	1.00	80.00	EA	80.00
	DUE UPON RECEIPT			**TOTAL**		**22,081.50**

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
City of Sierra Madre
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

PROJECT:
Sierra Madre Library Redesign and Improvements
440 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

APPLICATION NO.: **22 - Retention**
APPLICATION DATE: July 31, 2026
PERIOD: 07/01/2026 → 07/31/2026 (Retention)

CONTRACT DATE: September 24, 2024
NOTICE TO PROCEED: November 4, 2024
AMG PROJECT NO.: 01-24-179
OWNER CONTRACT NO: FC82306

Distribution to:
X OWNER
X ARCHITECT
X CONSTRUCTION MANAGER
X CONTRACTOR

FROM CONTRACTOR:
AMG & Associates, Inc.
26535 Summit Circle
Santa Clarita, CA 91350

ARCHITECT:
TSK Architects
316 West 2nd St., Penthouse
Los Angeles, CA 90012

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in conjunction with the Contract
Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Change Orders approved in previous months by Owner:	$ 500,098.61	$ -
Total Approved this Month	$ 138,058.76	$ -
Totals	$ 638,157.37	$ -
Net change by Change Orders	$ 638,157.37	

1. **ORIGINAL CONTRACT SUM**	$	**9,587,000.00**
2. **Net change by Change Orders**	$	**638,157.37**
3. **CONTRACT SUM TO DATE** (Line 1 ± 2)	$	**10,225,157.37**
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703)	$	**10,225,157.37**
5. RETAINAGE:		
a. 0% of Completed Work (Column D + E of G703)	$	**0.00**
b. 0% of Stored Material (Column F of G703)	$	**0.00**
Total Retainage (Line 5a + 5b or Total in Column I of G703)	$	**0.00**
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)	$	**10,225,157.37**
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior certificate)	$	**9,582,743.68**
8. **CURRENT PAYMENT DUE**	$	**642,413.69**
9. **BALANCE TO FINISH, PLUS RETAINAGE** (Line 3 less Line 6)	$	**0.00**

The undersigned contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: AMG & Associates, Inc.

By: _____ Date: _____
Albert M. Giacomazzi, President

OWNER: City of Sierra Madre

By: _____ Date: _____
Michael Bruckner, Acting Finance Director/City Manager

AMOUNT CERTIFIED $ 642,413.69

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

By: _____ Date: _____
Jonathan Richert **TSK ARCHITECTS**

By: _____ Date: _____
Brian Dickinson **PUBLIC WORKS DIRECTOR**

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

APPLICATION NUMBER: **22 - Retention**
APPLICATION DATE: **7/31/2026**

PERIOD: 07/01/2026 → 07/31/2026 (Retention)
OWNER PROJECT NO: FC82306
AMG PROJECT NO: 01-24-179

Use Column I on contracts where variable retain age for line items may apply.

A		B	C	D	E	F	G		H	I
ITEM	RESOURCE	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
NO			VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	(G ÷ C)	TO FINISH	0%
				APPLICATION		STORED	AND STORED			
				(D+E)		(NOT IN	TO DATE			
						D OR E)	(D+E+F)			
Sierra Madre Library		Redesign and Improvements								
1		**General Conditions**								
2	AMG	Payment and Performance Bond	$ 59,198.00	$ 59,198.00	$ -		$ 59,198.00	100.0%	$ -	$ -
3	AMG	Builders Risk Insurance	$ 87,000.00	$ 87,000.00	$ -		$ 87,000.00	100.0%	$ -	$ -
4	AMG	General Insurance	$ 95,870.00	$ 95,870.00	$ -		$ 95,870.00	100.0%	$ -	$ -
5		**Mobilization**								
6	AMG	Office Trailer Deliver and Set-Up	$ 10,000.00	$ 10,000.00	$ -		$ 10,000.00	100.0%	$ -	$ -
7	AMG	Temp Facilities/Delivery, Power, Fence, Signs, FEC's, First Aid, Sup	$ 32,640.00	$ 32,640.00	$ -		$ 32,640.00	100.0%	$ -	$ -
8	AMG	CPM Schedule Baseline	$ 5,000.00	$ 5,000.00	$ -		$ 5,000.00	100.0%	$ -	$ -
9	AMG	SWPPPs/BMP Install, Stabilized Entrance	$ 23,750.00	$ 23,750.00	$ -		$ 23,750.00	100.0%	$ -	$ -
10		**Monthly Progress**								
11	AMG	CPM Schedule Updates	$ 5,983.00	$ 5,983.00	$ -		$ 5,983.00	100.0%	$ -	$ -
12	AMG	Temporary Facilities, 7.69% Monthly (Trailer Rental, Office Supplie	$ 159,981.00	$ 159,981.00	$ -		$ 159,981.00	100.0%	$ -	$ -
13	AMG	Project Management, 7.69% Monthly (PIC, PX, PM, Superintendent	$ 738,554.00	$ 738,554.00	$ -		$ 738,554.00	100.0%	$ -	$ -
14	AMG	Waste Management, Dumpsters	$ 27,554.00	$ 27,554.00	$ -		$ 27,554.00	100.0%	$ -	$ -
15	AMG	General Labor and Clean Up	$ 36,068.00	$ 36,068.00	$ -		$ 36,068.00	100.0%	$ -	$ -
16	AMG	SWPPPS Maintenance	$ 12,500.00	$ 12,500.00	$ -		$ 12,500.00	100.0%	$ -	$ -
17		**Close Out**								
18	AMG	Project Close-Out, O&M	$ 10,000.00	$ 10,000.00	$ -		$ 10,000.00	100.0%	$ -	$ -
19	AMG	Final Clean and Demobilize	$ 2,874.00	$ 2,874.00	$ -		$ 2,874.00	100.0%	$ -	$ -
20	AMG	Training and Demonstration	$ 4,000.00	$ 4,000.00	$ -		$ 4,000.00	100.0%	$ -	$ -
21	AMG	Final Cleaning Touch Up	$ 2,874.00	$ 2,874.00	$ -		$ 2,874.00	100.0%	$ -	$ -
22		**Survey**								
23	OPL	Pre-Construction As-Built	$ 3,200.00	$ 3,200.00	$ -		$ 3,200.00	100.0%	$ -	$ -
24	OPL	Project Controls; Verify Horizontal & Vertical Controls.	$ 4,200.00	$ 4,200.00	$ -		$ 4,200.00	100.0%	$ -	$ -
25	OPL	Demo Saw-Cut; Staking for Demo/Saw-Cut Asphalt & Concrete.	$ 3,100.00	$ 3,100.00	$ -		$ 3,100.00	100.0%	$ -	$ -
26	OPL	Rough Grade; Rough Grade, Building Pad, Curbs and Slopes.	$ 6,400.00	$ 6,400.00	$ -		$ 6,400.00	100.0%	$ -	$ -
27	OPL	Domestic Waterline	$ 3,100.00	$ 3,100.00	$ -		$ 3,100.00	100.0%	$ -	$ -
28	OPL	Fire Waterline	$ 5,200.00	$ 5,200.00	$ -		$ 5,200.00	100.0%	$ -	$ -
29	OPL	Sewer	$ 3,100.00	$ 3,100.00	$ -		$ 3,100.00	100.0%	$ -	$ -
30	OPL	Storm Drain	$ 7,500.00	$ 7,500.00	$ -		$ 7,500.00	100.0%	$ -	$ -
31	OPL	Building Addition; Gridlines, Pad Cert., Blue Top & Certification.	$ 4,200.00	$ 4,200.00	$ -		$ 4,200.00	100.0%	$ -	$ -
32	OPL	Walls; Retaining Walls, Trash Enclosure.	$ 4,200.00	$ 4,200.00	$ -		$ 4,200.00	100.0%	$ -	$ -
33	OPL	Curbs	$ 6,400.00	$ 6,400.00	$ -		$ 6,400.00	100.0%	$ -	$ -
34	OPL	Concrete Flatwork	$ 6,400.00	$ 6,400.00	$ -		$ 6,400.00	100.0%	$ -	$ -
35	OPL	Parking Lot Lights	$ 3,100.00	$ 3,100.00	$ -		$ 3,100.00	100.0%	$ -	$ -
36	OPL	Post-Construction Certification As-Built	$ 4,400.00	$ 4,400.00	$ -		$ 4,400.00	100.0%	$ -	$ -
37		**024100 Selective Demolition, Hazardous Material Abatement**								
38	EAG	Submittals	$ 4,997.00	$ 4,997.00	$ -		$ 4,997.00	100.0%	$ -	$ -

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

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APPLICATION DATE: **7/31/2026**

PERIOD: 07/01/2026 → 07/31/2026 (Retention)
OWNER PROJECT NO: FC82306
AMG PROJECT NO: 01-24-179

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A		B	C	D	E	F	G		H	I
ITEM NO	RESOURCE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH	RETAINAGE 0%
39	EAG	Mobilization	$ 5,000.00	$ 5,000.00	$ -		$ 5,000.00	100.0%	$ -	$ -
40	EAG	Abatement	$ 47,000.00	$ 47,000.00	$ -		$ 47,000.00	100.0%	$ -	$ -
41	EAG	Selective Demolition	$ 234,000.00	$ 234,000.00	$ -		$ 234,000.00	100.0%	$ -	$ -
42	EAG	Demobilization	$ 5,000.00	$ 5,000.00	$ -		$ 5,000.00	100.0%	$ -	$ -
43	EAG	Closeout	$ 2,000.00	$ 2,000.00	$ -		$ 2,000.00	100.0%	$ -	$ -
44		**032000 Concrete Reinforcing**								
45	NCR	Library Addition	$ 48,700.00	$ 48,700.00	$ -		$ 48,700.00	100.0%	$ -	$ -
46	NCR	Site Work	$ 39,200.00	$ 39,200.00	$ -		$ 39,200.00	100.0%	$ -	$ -
47	NCR	Trash Enclosure	$ 6,000.00	$ 6,000.00	$ -		$ 6,000.00	100.0%	$ -	$ -
48	NCR	Monument Sign	$ 3,000.00	$ 3,000.00	$ -		$ 3,000.00	100.0%	$ -	$ -
49	NCR	Deck Hoisting	$ 4,800.00	$ 4,800.00	$ -		$ 4,800.00	100.0%	$ -	$ -
50		**033511 - 096720 Concrete Floor Finishes, Resinous Flooring System**								
51		**Sealed Concrete**								
52	DIV	Sealed Concrete Material	$ 1,000.00	$ 1,000.00	$ -		$ 1,000.00	100.0%	$ -	$ -
53	DIV	Sealed Concrete Labor	$ 2,800.00	$ 2,800.00	$ -		$ 2,800.00	100.0%	$ -	$ -
54		**Resinous Flooring**								
55	DIV	Resinous Flooring w/ Cove Material	$ 4,852.00	$ 4,852.00	$ -		$ 4,852.00	100.0%	$ -	$ -
56	DIV	Resinous Flooring w/ Cove Labor	$ 14,554.00	$ 14,554.00	$ -		$ 14,554.00	100.0%	$ -	$ -
57		**042100 Clay Masonry Units**								
58	ATB	Submittals	$ 4,500.00	$ 4,500.00	$ -		$ 4,500.00	100.0%	$ -	$ -
59	ATB	Material Procurement	$ 36,500.00	$ 36,500.00	$ -		$ 36,500.00	100.0%	$ -	$ -
60		**Existing Brick**								
61	ATB	Clean Existing Brick	$ 3,400.00	$ 3,400.00	$ -		$ 3,400.00	100.0%	$ -	$ -
62		**Brick Installation**								
63	ATB	East	$ 20,350.00	$ 20,350.00	$ -		$ 20,350.00	100.0%	$ -	$ -
64	ATB	South	$ 18,750.00	$ 18,750.00	$ -		$ 18,750.00	100.0%	$ -	$ -
65	ATB	West	$ 19,850.00	$ 19,850.00	$ -		$ 19,850.00	100.0%	$ -	$ -
66	ATB	Sign	$ 1,150.00	$ 1,150.00	$ -		$ 1,150.00	100.0%	$ -	$ -
67		**051200 - 057300 Structural Steel Framing, Welding, Steel Decking, Metal Fabrications, Metal Stairs, Metal Ladders, Pipe and Tube Railings, Decorative Metal Railings**								
68	AMW	Shop Drawings	$ 24,028.00	$ 24,028.00	$ -		$ 24,028.00	100.0%	$ -	$ -
69	AMW	Structural Steel	$ 123,440.00	$ 123,440.00	$ -		$ 123,440.00	100.0%	$ -	$ -
70	AMW	Staircase	$ 46,905.00	$ 46,905.00	$ -		$ 46,905.00	100.0%	$ -	$ -
71	AMW	Cable Railing	$ 62,280.00	$ 62,280.00	$ -		$ 62,280.00	100.0%	$ -	$ -
72	AMW	Exterior Guardrailing	$ 16,505.00	$ 16,505.00	$ -		$ 16,505.00	100.0%	$ -	$ -
73	AMW	Decking	$ 62,905.00	$ 62,905.00	$ -		$ 62,905.00	100.0%	$ -	$ -
74	AMW	Trash Enclosure Doors	$ 5,705.00	$ 5,705.00	$ -		$ 5,705.00	100.0%	$ -	$ -
75	AMW	Fabrication	$ 37,588.00	$ 37,588.00	$ -		$ 37,588.00	100.0%	$ -	$ -
76	AMW	Structural Steel & Decking Installation	$ 50,777.00	$ 50,777.00	$ -		$ 50,777.00	100.0%	$ -	$ -
77	AMW	Staircase Installation	$ 25,388.00	$ 25,388.00	$ -		$ 25,388.00	100.0%	$ -	$ -

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ITEM NO	RESOURCE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH	RETAINAGE 0%
78	AMW	Misc. Metal Installation	$ 8,463.00	$ 8,463.00	$ -		$ 8,463.00	100.0%	$ -	$ -
79	AMW	Equipment	$ 38,328.00	$ 38,328.00	$ -		$ 38,328.00	100.0%	$ -	$ -
80	AMW	Profit & Overhead	$ 40,219.00	$ 40,219.00	$ -		$ 40,219.00	100.0%	$ -	$ -
81		**054000 - 092400 Structural Cold-Formed Metal Framing, Weather Barriers, Gypsum Board Assemblies, Non Structural Metal Framing, Lath, Cement Plastering**								
82	SCH	Submittals/Textura	$ 5,000.00	$ 5,000.00	$ -		$ 5,000.00	100.0%	$ -	$ -
83		**Interior & Exterior Framing**								
84	SCH	Metal stud Materials	$ 79,000.00	$ 79,000.00	$ -		$ 79,000.00	100.0%	$ -	$ -
85	SCH	Exterior framing Labor	$ 85,000.00	$ 85,000.00	$ -		$ 85,000.00	100.0%	$ -	$ -
86	SCH	Interior framing Labor	$ 135,000.00	$ 135,000.00	$ -		$ 135,000.00	100.0%	$ -	$ -
87	SCH	Scaffold up Labor	$ 15,000.00	$ 15,000.00	$ -		$ 15,000.00	100.0%	$ -	$ -
88	SCH	Scaffold down Labor	$ 5,000.00	$ 5,000.00	$ -		$ 5,000.00	100.0%	$ -	$ -
89		**Exterior Sheating and Lath**								
90	SCH	Exterior Sheathing and Lath Materials	$ 60,000.00	$ 60,000.00	$ -		$ 60,000.00	100.0%	$ -	$ -
91	SCH	Exterior Sheathing and Lath Labor	$ 85,000.00	$ 85,000.00	$ -		$ 85,000.00	100.0%	$ -	$ -
92		**Fiber Cement Panels**								
93	SCH	Fiber Cement Panels Materials	$ 10,000.00	$ 10,000.00	$ -		$ 10,000.00	100.0%	$ -	$ -
94	SCH	Fiber Cement Labor	$ 5,000.00	$ 5,000.00	$ -		$ 5,000.00	100.0%	$ -	$ -
95		**Plaster**								
96	SCH	Plaster Materials	$ 30,000.00	$ 30,000.00	$ -		$ 30,000.00	100.0%	$ -	$ -
97	SCH	Plaster Labor	$ 41,000.00	$ 41,000.00	$ -		$ 41,000.00	100.0%	$ -	$ -
98		**Drywall & Tape**								
99	SCH	Drywall and Tape Materials	$ 75,000.00	$ 75,000.00	$ -		$ 75,000.00	100.0%	$ -	$ -
100	SCH	Drywall 1 Side Labor	$ 50,000.00	$ 50,000.00	$ -		$ 50,000.00	100.0%	$ -	$ -
101	SCH	Drywall 2 Side plus Ceiling Labor	$ 30,000.00	$ 30,000.00	$ -		$ 30,000.00	100.0%	$ -	$ -
102		**064100 - 066116 Architectural Wood Casework, Solid Surfacing Fabrications**								
103	INE	Shop drawing	$ 2,532.00	$ 2,532.00	$ -		$ 2,532.00	100.0%	$ -	$ -
104	INE	Circulation Desk	$ 16,957.00	$ 16,957.00	$ -		$ 16,957.00	100.0%	$ -	$ -
105	INE	Break Room Kitchenette	$ 6,354.00	$ 6,354.00	$ -		$ 6,354.00	100.0%	$ -	$ -
106	INE	Meeting Room Kitchenette	$ 4,104.00	$ 4,104.00	$ -		$ 4,104.00	100.0%	$ -	$ -
107	INE	Prep Closet Station	$ 2,736.00	$ 2,736.00	$ -		$ 2,736.00	100.0%	$ -	$ -
108	INE	Staff RR 206	$ 1,755.00	$ 1,755.00	$ -		$ 1,755.00	100.0%	$ -	$ -
109	INE	Men's 211	$ 2,106.00	$ 2,106.00	$ -		$ 2,106.00	100.0%	$ -	$ -
110	INE	Women's 212	$ 2,106.00	$ 2,106.00	$ -		$ 2,106.00	100.0%	$ -	$ -
111	INE	Wood Caps	$ 8,000.00	$ 8,000.00	$ -		$ 8,000.00	100.0%	$ -	$ -
112		**070150.19 - 075419 Preparations for Re-Roofing, Polyvinyl-Chloride Roofing**								
113	RWR	Submittals	$ 4,187.00	$ 4,187.00	$ -		$ 4,187.00	100.0%	$ -	$ -
114	RWR	Mobilization	$ 10,467.00	$ 10,467.00	$ -		$ 10,467.00	100.0%	$ -	$ -
115	RWR	Roofing Material	$ 102,036.00	$ 102,036.00	$ -		$ 102,036.00	100.0%	$ -	$ -
116	RWR	Roofing Labor	$ 73,025.00	$ 73,025.00	$ -		$ 73,025.00	100.0%	$ -	$ -

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NO			VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	(G ÷ C)	TO FINISH	0%
				APPLICATION		STORED	AND STORED			
				(D+E)		(NOT IN	TO DATE			
						D OR E)	(D+E+F)			
117		**071300 Sheet Waterproofing**								
118		**Site Waterproofing**								
119	PAC	Site Waterproofing Labor	$ 4,568.00	$ 4,568.00	$ -		$ 4,568.00	100.0%	$ -	$ -
120	PAC	Site Waterproofing Material	$ 1,957.00	$ 1,957.00	$ -		$ 1,957.00	100.0%	$ -	$ -
121		**Building Waterproofing**								
122	PAC	Building Waterproofing Labor	$ 7,452.00	$ 7,452.00	$ -		$ 7,452.00	100.0%	$ -	$ -
123	PAC	Building Waterproofing Material	$ 3,194.00	$ 3,194.00	$ -		$ 3,194.00	100.0%	$ -	$ -
124		**072100 Building Insulation**								
125		**Building Insulation**								
126	TTC	Roof Area	$ 23,743.00	$ 23,743.00	$ -		$ 23,743.00	100.0%	$ -	$ -
127	TTC	Exterior Walls	$ 8,895.00	$ 8,895.00	$ -		$ 8,895.00	100.0%	$ -	$ -
128	TTC	Interior Walls	$ 7,120.00	$ 7,120.00	$ -		$ 7,120.00	100.0%	$ -	$ -
129		**076200 - 077200 Sheet Metal Flashing and Trim, Roof Accessories**								
130	VAL	Shop Drawings	$ 3,256.00	$ 3,256.00	$ -		$ 3,256.00	100.0%	$ -	$ -
131		**Sheet Metal Flashing & Trim**								
132	VAL	Material	$ 51,450.00	$ 51,450.00	$ -		$ 51,450.00	100.0%	$ -	$ -
133	VAL	Labor	$ 34,961.00	$ 34,961.00	$ -		$ 34,961.00	100.0%	$ -	$ -
134		**Roof Accessories**								
135	VAL	Material	$ 2,810.00	$ 2,810.00	$ -		$ 2,810.00	100.0%	$ -	$ -
136	VAL	Labor	$ 1,470.00	$ 1,470.00	$ -		$ 1,470.00	100.0%	$ -	$ -
137		**079200 Joint Sealants**								
138	AMG	Joint Sealants	$ 20,000.00	$ 20,000.00	$ -		$ 20,000.00	100.0%	$ -	$ -
139		**081113 - 087100 Hollow Metal Doors and Frames, Flush Wood Doors, Door Hardware**								
140	COA	Submittals	$ 3,233.00	$ 3,233.00	$ -		$ 3,233.00	100.0%	$ -	$ -
141	COA	Hollow Metal Frames	$ 12,523.00	$ 12,523.00	$ -		$ 12,523.00	100.0%	$ -	$ -
142	COA	Hollow Metal Doors	$ 8,040.00	$ 8,040.00	$ -		$ 8,040.00	100.0%	$ -	$ -
143	COA	Wood Doors	$ 11,176.00	$ 11,176.00	$ -		$ 11,176.00	100.0%	$ -	$ -
144	COA	Finish Hardware	$ 24,715.00	$ 24,715.00	$ -		$ 24,715.00	100.0%	$ -	$ -
145	COA	Installation	$ 4,988.00	$ 4,988.00	$ -		$ 4,988.00	100.0%	$ -	$ -
146		**084313 - 088000 Aluminum Entrances and Storefront Systems, Glazing**								
147	PLA	General Cond./Proj. Mgt	$ 15,000.00	$ 15,000.00	$ -		$ 15,000.00	100.0%	$ -	$ -
148	PLA	Submittals/Shop Drawings	$ 15,000.00	$ 15,000.00	$ -		$ 15,000.00	100.0%	$ -	$ -
149		**Storefront and Glass**								
150	PLA	Exterior Storefront and Glass Material	$ 62,000.00	$ 62,000.00	$ -		$ 62,000.00	100.0%	$ -	$ -
151	PLA	Exterior Storefront and Glass Labor	$ 13,000.00	$ 13,000.00	$ -		$ 13,000.00	100.0%	$ -	$ -
152	PLA	Interior Storefront and Glass Material	$ 22,000.00	$ 22,000.00	$ -		$ 22,000.00	100.0%	$ -	$ -
153	PLA	Interior Storefront and Glass Labor	$ 3,000.00	$ 3,000.00	$ -		$ 3,000.00	100.0%	$ -	$ -
154		**Door and Hardware**								
155	PLA	Exterior Door and Hardware Material	$ 32,000.00	$ 32,000.00	$ -		$ 32,000.00	100.0%	$ -	$ -

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

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APPLICATION NUMBER: **22 - Retention**
APPLICATION DATE: **7/31/2026**

PERIOD: 07/01/2026 → 07/31/2026 (Retention)
OWNER PROJECT NO: FC82306
AMG PROJECT NO: 01-24-179

Use Column I on contracts where variable retain age for line items may apply.

A		B	C	D	E	F	G		H	I
ITEM	RESOURCE	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
NO			VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	(G ÷ C)	TO FINISH	0%
				APPLICATION		STORED	AND STORED			
				(D+E)		(NOT IN	TO DATE			
						D OR E)	(D+E+F)			
156	PLA	Exterior Door And Hardware Labor	$ 5,500.00	$ 5,500.00	$ -		$ 5,500.00	100.0%	$ -	$ -
157	PLA	Interior Door and Hardware Material	$ 32,000.00	$ 32,000.00	$ -		$ 32,000.00	100.0%	$ -	$ -
158	PLA	Interior Door and Hardware Labor	$ 5,500.00	$ 5,500.00	$ -		$ 5,500.00	100.0%	$ -	$ -
159		**Glass Only**								
160	PLA	Interior Glass Only Material Frames by Others	$ 3,750.00	$ 3,750.00	$ -		$ 3,750.00	100.0%	$ -	$ -
161	PLA	Interior Glass Only Labor Frames by Others	$ 1,250.00	$ 1,250.00	$ -		$ 1,250.00	100.0%	$ -	$ -
162		**093000 Tiling**								
163	CTI	Submittals / Engineering / Procurement	$ 7,302.00	$ 7,302.00	$ -		$ 7,302.00	100.0%	$ -	$ -
164	CTI	Tiling Materials	$ 18,369.00	$ 18,369.00	$ -		$ 18,369.00	100.0%	$ -	$ -
165	CTI	Installation	$ 44,306.00	$ 44,306.00	$ -		$ 44,306.00	100.0%	$ -	$ -
166		**095100 Acoustical Ceilings**								
167	CGC	Acoustical Ceiling Materials	$ 86,425.00	$ 86,425.00	$ -		$ 86,425.00	100.0%	$ -	$ -
168	CGC	Acoustical Ceiling Installation	$ 57,900.00	$ 57,900.00	$ -		$ 57,900.00	100.0%	$ -	$ -
169		**096500 - 096813 Resilient Flooring, Wall Base and Accessories, Tile Carpeting**								
170		**Wall Base**								
171	PCF	Wall Base Materials	$ 1,774.00	$ 1,774.00	$ -		$ 1,774.00	100.0%	$ -	$ -
172	PCF	Installation	$ 2,606.00	$ 2,606.00	$ -		$ 2,606.00	100.0%	$ -	$ -
173		**Tile Carpeting**								
174	PCF	Tile Carpeting Materials	$ 48,021.00	$ 48,021.00	$ -		$ 48,021.00	100.0%	$ -	$ -
175	PCF	Installation	$ 13,597.00	$ 13,597.00	$ -		$ 13,597.00	100.0%	$ -	$ -
176		**099113 - 099600 Exterior Painting, Interior Painting, Anti-Graffiti Coatings**								
177		**Interior Painting**								
178	PBU	Labor	$ 35,295.00	$ 35,295.00	$ -		$ 35,295.00	100.0%	$ -	$ -
179	PBU	Material	$ 19,005.00	$ 19,005.00	$ -		$ 19,005.00	100.0%	$ -	$ -
180		**Exterior Painting**								
181	PBU	Labor	$ 18,165.00	$ 18,165.00	$ -		$ 18,165.00	100.0%	$ -	$ -
182	PBU	Material	$ 9,785.00	$ 9,785.00	$ -		$ 9,785.00	100.0%	$ -	$ -
183		**Anti-Graffiti Coating**								
184	PBU	Labor	$ 6,175.00	$ 6,175.00	$ -		$ 6,175.00	100.0%	$ -	$ -
185	PBU	Material	$ 3,325.00	$ 3,325.00	$ -		$ 3,325.00	100.0%	$ -	$ -
186		**101400 Signage**								
187	AMP	Submittals	$ 777.00	$ 777.00	$ -		$ 777.00	100.0%	$ -	$ -
188	AMP	Address / Building ID	$ 12,437.00	$ 12,437.00	$ -		$ 12,437.00	100.0%	$ -	$ -
189	AMP	Typical Room ID	$ 4,760.00	$ 4,760.00	$ -		$ 4,760.00	100.0%	$ -	$ -
190	AMP	Exterior ISA Room ID	$ 307.00	$ 307.00	$ -		$ 307.00	100.0%	$ -	$ -
191	AMP	Tactile Exit	$ 433.00	$ 433.00	$ -		$ 433.00	100.0%	$ -	$ -
192	AMP	Non ISA Exit	$ 305.00	$ 305.00	$ -		$ 305.00	100.0%	$ -	$ -
193	AMP	Tactile Exit Route	$ 1,831.00	$ 1,831.00	$ -		$ 1,831.00	100.0%	$ -	$ -
194	AMP	Exit Stair / Ramp Down	$ 493.00	$ 493.00	$ -		$ 493.00	100.0%	$ -	$ -

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

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APPLICATION NUMBER: **22 - Retention**
APPLICATION DATE: **7/31/2026**

PERIOD: 07/01/2026 → 07/31/2026 (Retention)
OWNER PROJECT NO: FC82306
AMG PROJECT NO: 01-24-179

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A		B	C	D	E	F	G		H	I
ITEM	RESOURCE	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
NO			VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	(G ÷ C)	TO FINISH	0%
				APPLICATION		STORED	AND STORED			
				(D+E)		(NOT IN	TO DATE			
						D OR E)	(D+E+F)			
195	AMP	Assistive Listening	$ 1,042.00	$ 1,042.00	$ -		$ 1,042.00	100.0%	$ -	$ -
196	AMP	Max Occupancy	$ 601.00	$ 601.00	$ -		$ 601.00	100.0%	$ -	$ -
197	AMP	Restroom Door	$ 1,025.00	$ 1,025.00	$ -		$ 1,025.00	100.0%	$ -	$ -
198	AMP	Restroom Wall	$ 995.00	$ 995.00	$ -		$ 995.00	100.0%	$ -	$ -
199	AMP	Monument Letters	$ 13,825.00	$ 13,825.00	$ -		$ 13,825.00	100.0%	$ -	$ -
200		**102113.17 - 102800 Phenolic Toilet Compartments, Toilet Room Accessories**								
201		**Toilet Accessories**								
202	CBS	Material	$ 7,000.00	$ 7,000.00	$ -		$ 7,000.00	100.0%	$ -	$ -
203	CBS	Labor	$ 2,000.00	$ 2,000.00	$ -		$ 2,000.00	100.0%	$ -	$ -
204		**Toilet Partitions**								
205	CBS	Material	$ 9,500.00	$ 9,500.00	$ -		$ 9,500.00	100.0%	$ -	$ -
206	CBS	Labor	$ 2,000.00	$ 2,000.00	$ -		$ 2,000.00	100.0%	$ -	$ -
207		**104400 Fire Protection Specialties**								
208	AMG	Fire Protection Specialties	$ 2,725.00	$ 2,725.00	$ -		$ 2,725.00	100.0%	$ -	$ -
209		**118129 Facility Fall Protection**								
210	AMG	Fall Protection System	$ 8,848.00	$ 8,848.00	$ -		$ 8,848.00	100.0%	$ -	$ -
211		**122400 Window Shades**								
212	A1Q	Submittals	$ 1,000.00	$ 1,000.00	$ -		$ 1,000.00	100.0%	$ -	$ -
213	A1Q	Manual Single Shades Materials	$ 2,400.00	$ 2,400.00	$ -		$ 2,400.00	100.0%	$ -	$ -
214	A1Q	Install Window Shades	$ 800.00	$ 800.00	$ -		$ 800.00	100.0%	$ -	$ -
215	A1Q	Close Out Procedure and Documents	$ 500.00	$ 500.00	$ -		$ 500.00	100.0%	$ -	$ -
216		**142400 Hydraulic Elevator**								
217	OEY	Design, Engineering, Material Procurement (Due upon award)	$ 40,640.00	$ 40,640.00	$ -		$ 40,640.00	100.0%	$ -	$ -
218	OEY	HydroFit Cylinders Factory Material (Billed month before shipment)	$ 10,160.00	$ 10,160.00	$ -		$ 10,160.00	100.0%	$ -	$ -
219	OEY	Elevator Materials Delivery	$ 30,560.00	$ 30,560.00	$ -		$ 30,560.00	100.0%	$ -	$ -
220	OEY	Installation Labor	$ 15,240.00	$ 15,240.00	$ -		$ 15,240.00	100.0%	$ -	$ -
221	OEY	Pass Final State Inspection	$ 5,000.00	$ 5,000.00	$ -		$ 5,000.00	100.0%	$ -	$ -
222		**211313 Fire-Suppression Sprinkler Systems**								
223	JGT	Design Drawings	$ 7,000.00	$ 7,000.00	$ -		$ 7,000.00	100.0%	$ -	$ -
224	JGT	Submittals	$ 4,000.00	$ 4,000.00	$ -		$ 4,000.00	100.0%	$ -	$ -
225	JGT	Design Coordination	$ 7,000.00	$ 7,000.00	$ -		$ 7,000.00	100.0%	$ -	$ -
226		**Level 0**								
227	JGT	Material	$ 26,000.00	$ 26,000.00	$ -		$ 26,000.00	100.0%	$ -	$ -
228	JGT	Labor Rough In	$ 26,000.00	$ 26,000.00	$ -		$ 26,000.00	100.0%	$ -	$ -
229	JGT	Labor Finish	$ 2,000.00	$ 2,000.00	$ -		$ 2,000.00	100.0%	$ -	$ -
230		**Level 1**								
231	JGT	Material	$ 37,000.00	$ 37,000.00	$ -		$ 37,000.00	100.0%	$ -	$ -
232	JGT	Labor Rough In	$ 36,000.00	$ 36,000.00	$ -		$ 36,000.00	100.0%	$ -	$ -
233	JGT	Labor Finish	$ 3,000.00	$ 3,000.00	$ -		$ 3,000.00	100.0%	$ -	$ -

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

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APPLICATION DATE: **7/31/2026**

PERIOD: 07/01/2026 → 07/31/2026 (Retention)
OWNER PROJECT NO: FC82306
AMG PROJECT NO: 01-24-179

Use Column I on contracts where variable retain age for line items may apply.

A		B	C	D	E	F	G		H	I
ITEM	RESOURCE	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
NO			VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	(G ÷ C)	TO FINISH	0%
				APPLICATION		STORED	AND STORED			
				(D+E)		(NOT IN	TO DATE			
						D OR E)	(D+E+F)			
234		**238000 - 230923 HVAC, HVAC Instrumentation and Controls, Environmental Controls and EMS**								
235	ACH	Submittals	$ 7,600.00	$ 7,600.00	$ -		$ 7,600.00	100.0%	$ -	$ -
236	ACH	Controls Engineering	$ 13,900.00	$ 13,900.00	$ -		$ 13,900.00	100.0%	$ -	$ -
237		**1st Floor**								
238	ACH	1st Floor - Layout	$ 8,500.00	$ 8,500.00	$ -		$ 8,500.00	100.0%	$ -	$ -
239	ACH	1st Floor - Rough	$ 65,200.00	$ 65,200.00	$ -		$ 65,200.00	100.0%	$ -	$ -
240	ACH	1st Floor - Dx Piping	$ 76,400.00	$ 76,400.00	$ -		$ 76,400.00	100.0%	$ -	$ -
241	ACH	1st Floor - Set Equipment	$ 20,500.00	$ 20,500.00	$ -		$ 20,500.00	100.0%	$ -	$ -
242	ACH	1st Floor - FCUs	$ 22,100.00	$ 22,100.00	$ -		$ 22,100.00	100.0%	$ -	$ -
243	ACH	1st Floor - EFs	$ 1,100.00	$ 1,100.00	$ -		$ 1,100.00	100.0%	$ -	$ -
244	ACH	1st Floor - Finish	$ 13,000.00	$ 13,000.00	$ -		$ 13,000.00	100.0%	$ -	$ -
245	ACH	1st Floor - Insulation	$ 27,900.00	$ 27,900.00	$ -		$ 27,900.00	100.0%	$ -	$ -
246	ACH	1st Floor - Firestopping	$ 1,800.00	$ 1,800.00	$ -		$ 1,800.00	100.0%	$ -	$ -
247	ACH	1st Floor - Acoustical Caulking	$ 1,300.00	$ 1,300.00	$ -		$ 1,300.00	100.0%	$ -	$ -
248	ACH	1st Floor - Controls Rough	$ 6,900.00	$ 6,900.00	$ -		$ 6,900.00	100.0%	$ -	$ -
249	ACH	1st Floor - Controls Finish	$ 6,900.00	$ 6,900.00	$ -		$ 6,900.00	100.0%	$ -	$ -
250		**2nd Floor**								
251	ACH	2nd Floor - Layout	$ 11,000.00	$ 11,000.00	$ -		$ 11,000.00	100.0%	$ -	$ -
252	ACH	2nd Floor - Rough	$ 50,700.00	$ 50,700.00	$ -		$ 50,700.00	100.0%	$ -	$ -
253	ACH	2nd Floor - Dx Piping	$ 59,900.00	$ 59,900.00	$ -		$ 59,900.00	100.0%	$ -	$ -
254	ACH	2nd Floor - Set Equipment	$ 21,100.00	$ 21,100.00	$ -		$ 21,100.00	100.0%	$ -	$ -
255	ACH	2nd Floor - FCUs	$ 22,100.00	$ 22,100.00	$ -		$ 22,100.00	100.0%	$ -	$ -
256	ACH	2nd Floor - EFs	$ 2,500.00	$ 2,500.00	$ -		$ 2,500.00	100.0%	$ -	$ -
257	ACH	2nd Floor - Humidifiers	$ 4,900.00	$ 4,900.00	$ -		$ 4,900.00	100.0%	$ -	$ -
258	ACH	2nd Floor - Finish	$ 18,500.00	$ 18,500.00	$ -		$ 18,500.00	100.0%	$ -	$ -
259	ACH	2nd Floor - Insulation	$ 24,400.00	$ 24,400.00	$ -		$ 24,400.00	100.0%	$ -	$ -
260	ACH	2nd Floor - Firestopping	$ 300.00	$ 300.00	$ -		$ 300.00	100.0%	$ -	$ -
261	ACH	2nd Floor - Acoustical Caulking	$ 1,200.00	$ 1,200.00	$ -		$ 1,200.00	100.0%	$ -	$ -
262	ACH	2nd Floor - Controls Rough	$ 6,900.00	$ 6,900.00	$ -		$ 6,900.00	100.0%	$ -	$ -
263	ACH	2nd Floor - Controls Finish	$ 6,900.00	$ 6,900.00	$ -		$ 6,900.00	100.0%	$ -	$ -
264		**Roof**								
265	ACH	Roof - Rough	$ 6,100.00	$ 6,100.00	$ -		$ 6,100.00	100.0%	$ -	$ -
266	ACH	Roof - Dx Piping	$ 42,400.00	$ 42,400.00	$ -		$ 42,400.00	100.0%	$ -	$ -
267	ACH	Roof - Set Equipment	$ 5,900.00	$ 5,900.00	$ -		$ 5,900.00	100.0%	$ -	$ -
268	ACH	Roof - AC Units	$ 64,900.00	$ 64,900.00	$ -		$ 64,900.00	100.0%	$ -	$ -
269	ACH	Roof - Insulation	$ 19,800.00	$ 19,800.00	$ -		$ 19,800.00	100.0%	$ -	$ -
270	ACH	Roof - Controls Rough	$ 6,900.00	$ 6,900.00	$ -		$ 6,900.00	100.0%	$ -	$ -
271	ACH	Roof - Controls Finish	$ 6,900.00	$ 6,900.00	$ -		$ 6,900.00	100.0%	$ -	$ -
272		**Start-Up, Controls, and Closeouts**								

CONTINUATION SHEET

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APPLICATION DATE: **7/31/2026**

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ITEM NO	RESOURCE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH	RETAINAGE 0%
273	ACH	Start-up	$ 6,800.00	$ 6,800.00	$ -		$ 6,800.00	100.0%	$ -	$ -
274	ACH	Controls Programming/Graphics	$ 13,900.00	$ 13,900.00	$ -		$ 13,900.00	100.0%	$ -	$ -
275	ACH	Controls Commissioning	$ 13,900.00	$ 13,900.00	$ -		$ 13,900.00	100.0%	$ -	$ -
276	ACH	Controls Closeout	$ 13,900.00	$ 13,900.00	$ -		$ 13,900.00	100.0%	$ -	$ -
277	ACH	Air Balance	$ 15,400.00	$ 15,400.00	$ -		$ 15,400.00	100.0%	$ -	$ -
278	ACH	Closeout	$ 7,700.00	$ 7,700.00	$ -		$ 7,700.00	100.0%	$ -	$ -
279		**260500 - 270543 Electrical, Cable Trays for Communications Systems, Surface Raceways for Communications Systems, UG Ducts and Raceways for Communications Systems**								
280	SAF	Preconstruction	$ 87,200.00	$ 87,200.00	$ -		$ 87,200.00	100.0%	$ -	$ -
281	SAF	Lighting Fixtures Package	$ 225,000.00	$ 225,000.00	$ -		$ 225,000.00	100.0%	$ -	$ -
282	SAF	Lighting Controls Package	$ 85,000.00	$ 85,000.00	$ -		$ 85,000.00	100.0%	$ -	$ -
283	SAF	Gear Package	$ 74,000.00	$ 74,000.00	$ -		$ 74,000.00	100.0%	$ -	$ -
284	SAF	UG Infrastructure	$ 149,251.00	$ 149,251.00	$ -		$ 149,251.00	100.0%	$ -	$ -
285	SAF	Gear Install	$ 23,400.00	$ 23,400.00	$ -		$ 23,400.00	100.0%	$ -	$ -
286	SAF	Branch Power Material	$ 74,850.00	$ 74,850.00	$ -		$ 74,850.00	100.0%	$ -	$ -
287	SAF	Branch Power Labor	$ 81,600.00	$ 81,600.00	$ -		$ 81,600.00	100.0%	$ -	$ -
288	SAF	Branch Lighting Material	$ 21,200.00	$ 21,200.00	$ -		$ 21,200.00	100.0%	$ -	$ -
289	SAF	Branch Lighting Labor	$ 39,600.00	$ 39,600.00	$ -		$ 39,600.00	100.0%	$ -	$ -
290	SAF	Single Line Infrastructure Material	$ 33,500.00	$ 33,500.00	$ -		$ 33,500.00	100.0%	$ -	$ -
291	SAF	Single Line Infrastructure Labor	$ 10,650.00	$ 10,650.00	$ -		$ 10,650.00	100.0%	$ -	$ -
292	SAF	Low Voltage FA	$ 57,400.00	$ 57,400.00	$ -		$ 57,400.00	100.0%	$ -	$ -
293	SAF	Lighting Install	$ 81,200.00	$ 81,200.00	$ -		$ 81,200.00	100.0%	$ -	$ -
294		**270500 - 271500 Communications Systems: Common Work Results, Grounding and Bonding, Hangers and Supports, Conduits and Backboxes, Identification, Structured Cabling, Entrance Protection, Racks**								
295	NNI	General Cable Cat 6A (Yellow)	$ 10,299.00	$ 10,299.00	$ -		$ 10,299.00	100.0%	$ -	$ -
296	NNI	Panduit Cat 6A RJ45 Jacks	$ 2,246.00	$ 2,246.00	$ -		$ 2,246.00	100.0%	$ -	$ -
297	NNI	Panduit Flush Face Plate	$ 55.00	$ 55.00	$ -		$ 55.00	100.0%	$ -	$ -
298	NNI	Panduit 48 Port Patch Panels	$ 2,500.00	$ 2,500.00	$ -		$ 2,500.00	100.0%	$ -	$ -
299	NNI	Panduit Horizontal Managers	$ 325.00	$ 325.00	$ -		$ 325.00	100.0%	$ -	$ -
300	NNI	Panduit Vertical Cable Manager	$ 450.00	$ 450.00	$ -		$ 450.00	100.0%	$ -	$ -
301	NNI	Panduit Cat 6A Patch Cords	$ 2,890.00	$ 2,890.00	$ -		$ 2,890.00	100.0%	$ -	$ -
302	NNI	Chatsworth Ladder Rack 12X4	$ 880.00	$ 880.00	$ -		$ 880.00	100.0%	$ -	$ -
303	NNI	Chatsworth L Wall Brackets	$ 1,260.00	$ 1,260.00	$ -		$ 1,260.00	100.0%	$ -	$ -
304	NNI	Fire-Rated 3/4"X4'X8" Plywood	$ 580.00	$ 580.00	$ -		$ 580.00	100.0%	$ -	$ -
305	NNI	TMGB Ground Busbar	$ 250.00	$ 250.00	$ -		$ 250.00	100.0%	$ -	$ -
306	NNI	Metal Mesh Cable Tray	$ 5,945.00	$ 5,945.00	$ -		$ 5,945.00	100.0%	$ -	$ -
307	NNI	Labor: Rough In Cat 6A Cables	$ 17,800.00	$ 17,800.00	$ -		$ 17,800.00	100.0%	$ -	$ -
308	NNI	Labor: Finish Work Jack & Trim	$ 12,000.00	$ 12,000.00	$ -		$ 12,000.00	100.0%	$ -	$ -
309	NNI	Labor: Cable Mesh Install	$ 5,800.00	$ 5,800.00	$ -		$ 5,800.00	100.0%	$ -	$ -
310		**283100 - 281600 Fire Protections and Alarm, Intrusion Detection Systems**								
311		**Fire Alarm**								

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312	TSI	FA Engineering	$ 2,929.00	$ 2,929.00	$ -		$ 2,929.00	100.0%	$ -	$ -
313	TSI	Furnish FA Cable	$ 6,445.00	$ 6,445.00	$ -		$ 6,445.00	100.0%	$ -	$ -
314	TSI	Furnish FA Material	$ 8,496.00	$ 8,496.00	$ -		$ 8,496.00	100.0%	$ -	$ -
315	TSI	FA Cable Installation	$ 5,566.00	$ 5,566.00	$ -		$ 5,566.00	100.0%	$ -	$ -
316	TSI	FA Installation	$ 4,101.00	$ 4,101.00	$ -		$ 4,101.00	100.0%	$ -	$ -
317	TSI	FA Programming	$ 1,172.00	$ 1,172.00	$ -		$ 1,172.00	100.0%	$ -	$ -
318	TSI	Testing and Inspection	$ 586.00	$ 586.00	$ -		$ 586.00	100.0%	$ -	$ -
319		**Intrusion System**								
320	TSI	Intrusion System Engineering	$ 1,746.00	$ 1,746.00	$ -		$ 1,746.00	100.0%	$ -	$ -
321	TSI	Furnish Intrusion System Cable	$ 3,845.00	$ 3,845.00	$ -		$ 3,845.00	100.0%	$ -	$ -
322	TSI	Furnish Intrusion System Material	$ 5,068.00	$ 5,068.00	$ -		$ 5,068.00	100.0%	$ -	$ -
323	TSI	Intrusion System Cable Installation	$ 3,320.00	$ 3,320.00	$ -		$ 3,320.00	100.0%	$ -	$ -
324	TSI	Intrusion System Installation	$ 2,447.00	$ 2,447.00	$ -		$ 2,447.00	100.0%	$ -	$ -
325	TSI	Intrusion System Programming	$ 699.00	$ 699.00	$ -		$ 699.00	100.0%	$ -	$ -
326	TSI	Testing and Inspection	$ 350.00	$ 350.00	$ -		$ 350.00	100.0%	$ -	$ -
327		**311000 - 312000 Site Clearing & Site Demo, Earth Moving**								
328		**Site Demolition**								
329	BEC	Demolish And Export Existing Site Improvements	$ 78,975.00	$ 78,975.00	$ -		$ 78,975.00	100.0%	$ -	$ -
330		**Rough Grading**								
331	BEC	Cut/Fill & Export	$ 49,875.00	$ 49,875.00	$ -		$ 49,875.00	100.0%	$ -	$ -
332	BEC	Site OX	$ 44,910.00	$ 44,910.00	$ -		$ 44,910.00	100.0%	$ -	$ -
333	BEC	Bldg. & Flatwork Subgrade	$ 49,695.00	$ 49,695.00	$ -		$ 49,695.00	100.0%	$ -	$ -
334		**Site Curb Grading & Bio Tank**								
335	BEC	Cut Back for A&L Curbs, Offsite Demo, Bio Tank Excavation	$ 79,635.00	$ 79,635.00	$ -		$ 79,635.00	100.0%	$ -	$ -
336		**Site Fine Grading**								
337	BEC	Fine Grade for Asphalt, Concrete, and Landscape	$ 45,910.00	$ 45,910.00	$ -		$ 45,910.00	100.0%	$ -	$ -
338		**320190 - 329000 Operation and Maintenance of Planting, Planting Irrigation, Planting**								
339	MLI	Mobilization	$ 10,000.00	$ 10,000.00	$ -		$ 10,000.00	100.0%	$ -	$ -
340	MLI	Submittal	$ 7,000.00	$ 7,000.00	$ -		$ 7,000.00	100.0%	$ -	$ -
341	MLI	Sleeves	$ 52,600.00	$ 52,600.00	$ -		$ 52,600.00	100.0%	$ -	$ -
342	MLI	Mainline & wire	$ 29,500.00	$ 29,500.00	$ -		$ 29,500.00	100.0%	$ -	$ -
343	MLI	Valves	$ 16,500.00	$ 16,500.00	$ -		$ 16,500.00	100.0%	$ -	$ -
344	MLI	Lateral lines & Heads	$ 31,200.00	$ 31,200.00	$ -		$ 31,200.00	100.0%	$ -	$ -
345	MLI	Controller & Backflow	$ 10,500.00	$ 10,500.00	$ -		$ 10,500.00	100.0%	$ -	$ -
346	MLI	Root Barrier	$ 9,000.00	$ 9,000.00	$ -		$ 9,000.00	100.0%	$ -	$ -
347	MLI	Soil prep	$ 13,000.00	$ 13,000.00	$ -		$ 13,000.00	100.0%	$ -	$ -
348	MLI	Tree installation	$ 21,000.00	$ 21,000.00	$ -		$ 21,000.00	100.0%	$ -	$ -
349	MLI	Shrub Installation	$ 12,500.00	$ 12,500.00	$ -		$ 12,500.00	100.0%	$ -	$ -
350	MLI	Mulch	$ 6,200.00	$ 6,200.00	$ -		$ 6,200.00	100.0%	$ -	$ -

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

APPLICATION NUMBER: **22 - Retention**
APPLICATION DATE: **7/31/2026**

PERIOD: 07/01/2026 → 07/31/2026 (Retention)
OWNER PROJECT NO: FC82306
AMG PROJECT NO: 01-24-179

Use Column I on contracts where variable retain age for line items may apply.

A		B	C	D	E	F	G		H	I
ITEM	RESOURCE	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
NO			VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	(G ÷ C)	TO FINISH	0%
				APPLICATION		STORED	AND STORED			
				(D+E)		(NOT IN	TO DATE			
						D OR E)	(D+E+F)			
351		**321216 - 321236 Hot-Mix Asphalt Paving, Emulsified Slurry Seal, Striping**								
352		**Asphalt / CMB**								
353	TPC	Labor	$ 29,840.00	$ 29,840.00	$ -		$ 29,840.00	100.0%	$ -	$ -
354	TPC	Equipment	$ 9,882.00	$ 9,882.00	$ -		$ 9,882.00	100.0%	$ -	$ -
355	TPC	Materials	$ 39,600.00	$ 39,600.00	$ -		$ 39,600.00	100.0%	$ -	$ -
356		**Striping / Bumpers / Signs**								
357	TPC	Labor	$ 3,315.00	$ 3,315.00	$ -		$ 3,315.00	100.0%	$ -	$ -
358	TPC	Equipment	$ 2,210.00	$ 2,210.00	$ -		$ 2,210.00	100.0%	$ -	$ -
359	TPC	Materials	$ 800.00	$ 800.00	$ -		$ 800.00	100.0%	$ -	$ -
360		**321313 - 033000 Concrete Paving, Exposed Aggregate Concrete Paving, Site Formed Concrete, Concrete Forming and Accessories, Cast-in-Place Concrete**								
361	KAR	Submittals	$ 6,500.00	$ 6,500.00	$ -		$ 6,500.00	100.0%	$ -	$ -
362	KAR	Insurance	$ 5,210.00	$ 5,210.00	$ -		$ 5,210.00	100.0%	$ -	$ -
363	KAR	Mobilization	$ 5,000.00	$ 5,000.00	$ -		$ 5,000.00	100.0%	$ -	$ -
364	KAR	Project Close Outs	$ 1,500.00	$ 1,500.00	$ -		$ 1,500.00	100.0%	$ -	$ -
365	KAR	General Conditions	$ 23,140.00	$ 23,140.00	$ -		$ 23,140.00	100.0%	$ -	$ -
366		**Building**								
367	KAR	Foundations - Layout / Excavation	$ 48,370.00	$ 48,370.00	$ -		$ 48,370.00	100.0%	$ -	$ -
368	KAR	Foundations - Set Embeds/ Place/ Finish	$ 30,890.00	$ 30,890.00	$ -		$ 30,890.00	100.0%	$ -	$ -
369	KAR	Foundations - Concrete Materials	$ 47,260.00	$ 47,260.00	$ -		$ 47,260.00	100.0%	$ -	$ -
370	KAR	Foundations - Drypack Columns	$ 4,130.00	$ 4,130.00	$ -		$ 4,130.00	100.0%	$ -	$ -
371	KAR	Foundation - Underpinning	$ 47,580.00	$ 47,580.00	$ -		$ 47,580.00	100.0%	$ -	$ -
372	KAR	Elevator Pit Slab/ Walls	$ 21,550.00	$ 21,550.00	$ -		$ 21,550.00	100.0%	$ -	$ -
373	KAR	Slab On Grade - Prep / Vapor Barrier / Agg Base Installation	$ 41,170.00	$ 41,170.00	$ -		$ 41,170.00	100.0%	$ -	$ -
374	KAR	Slab On Grade - Forming / Set Up	$ 24,630.00	$ 24,630.00	$ -		$ 24,630.00	100.0%	$ -	$ -
375	KAR	Slab On Grade - Place / Finish	$ 38,490.00	$ 38,490.00	$ -		$ 38,490.00	100.0%	$ -	$ -
376	KAR	Slab Concrete Materials	$ 22,440.00	$ 22,440.00	$ -		$ 22,440.00	100.0%	$ -	$ -
377	KAR	LWC Fill Over Metal Decking (Level 1)	$ 46,680.00	$ 46,680.00	$ -		$ 46,680.00	100.0%	$ -	$ -
378		**Site Concrete**								
379	KAR	Low CMU Retaining Wall Foundations - Layout / Excavation	$ 11,570.00	$ 11,570.00	$ -		$ 11,570.00	100.0%	$ -	$ -
380	KAR	Low CMU Retaining Wall Foundations - Place/ Finish	$ 12,410.00	$ 12,410.00	$ -		$ 12,410.00	100.0%	$ -	$ -
381	KAR	Trash Enclosure Foundations - Layout/ Excavate	$ 5,670.00	$ 5,670.00	$ -		$ 5,670.00	100.0%	$ -	$ -
382	KAR	Trash Enclosure Foundations - Place/ Finish	$ 10,320.00	$ 10,320.00	$ -		$ 10,320.00	100.0%	$ -	$ -
383	KAR	Trash Enclosure Slab - Form/ Place/ Finish	$ 11,120.00	$ 11,120.00	$ -		$ 11,120.00	100.0%	$ -	$ -
384	KAR	Offsite Curb Gutters- Form/ Place/ Finish	$ 5,460.00	$ 5,460.00	$ -		$ 5,460.00	100.0%	$ -	$ -
385	KAR	Offsite Drive Approach - Form/ Place/ Finish	$ 7,950.00	$ 7,950.00	$ -		$ 7,950.00	100.0%	$ -	$ -
386	KAR	Offsite Walks - Form/ Place/ Finish	$ 23,430.00	$ 23,430.00	$ -		$ 23,430.00	100.0%	$ -	$ -
387	KAR	Onsite Curbs/ Gutters/ Swales - Form/ Place/ Finish	$ 67,280.00	$ 67,280.00	$ -		$ 67,280.00	100.0%	$ -	$ -
388	KAR	Light Pole Base Foundations - Excavate/ Form/ Place/ Finish	$ 6,830.00	$ 6,830.00	$ -		$ 6,830.00	100.0%	$ -	$ -
389	KAR	Bollard Foundations - Excavate/ Place/ Finish	$ 6,820.00	$ 6,820.00	$ -		$ 6,820.00	100.0%	$ -	$ -

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: **22 - Retention**
APPLICATION DATE: **7/31/2026**

PERIOD: 07/01/2026 → 07/31/2026 (Retention)
OWNER PROJECT NO: FC82306
AMG PROJECT NO: 01-24-179

Use Column I on contracts where variable retain age for line items may apply.

A		B	C	D	E	F	G		H	I
ITEM NO	RESOURCE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH	RETAINAGE 0%
390	KAR	4" Integral Color Flatwork Paving - Prep/ Formwork	$ 32,170.00	$ 32,170.00	$ -		$ 32,170.00	100.0%	$ -	$ -
391	KAR	4" Integral Color Flatwork Paving - Place / Finish	$ 35,330.00	$ 35,330.00	$ -		$ 35,330.00	100.0%	$ -	$ -
392	KAR	4" Integral Color Flatwork Paving - Concrete Materials	$ 29,280.00	$ 29,280.00	$ -		$ 29,280.00	100.0%	$ -	$ -
393	KAR	Truncated Dome Tiles	$ 3,820.00	$ 3,820.00	$ -		$ 3,820.00	100.0%	$ -	$ -
394		**323219 - 042200 Masonry Unit Retaining Walls, Concrete Unit Masonry**								
395		**Retaining Wall**								
396	DMA	Retaining Wall Material	$ 10,106.00	$ 10,106.00	$ -		$ 10,106.00	100.0%	$ -	$ -
397	DMA	Retaining Wall Labor	$ 48,933.00	$ 48,933.00	$ -		$ 48,933.00	100.0%	$ -	$ -
398		**Trash Enclosure**								
399	DMA	Trash Enclosure Material	$ 5,918.00	$ 5,918.00	$ -		$ 5,918.00	100.0%	$ -	$ -
400	DMA	Trash Enclosure Labor	$ 10,754.00	$ 10,754.00	$ -		$ 10,754.00	100.0%	$ -	$ -
401		**331100 - 221000 Water Utility Distribution Piping, Sanitary Utility Sewerage Piping, Storm Utility Drainage Piping, Subdrainage, Plumbing**								
402	CPC	Submittals	$ 13,404.00	$ 13,404.00	$ -		$ 13,404.00	100.0%	$ -	$ -
403	CPC	Mobilization	$ 13,404.00	$ 13,404.00	$ -		$ 13,404.00	100.0%	$ -	$ -
404		**Site Utilities**								
405		***Sewer System***								
406	CPC	Sewer System Material	$ 14,468.00	$ 14,468.00	$ -		$ 14,468.00	100.0%	$ -	$ -
407	CPC	Sewer System Labor	$ 37,871.00	$ 37,871.00	$ -		$ 37,871.00	100.0%	$ -	$ -
408	CPC	Off-Site Sewer System Material	$ 20,000.00	$ 20,000.00	$ -		$ 20,000.00	100.0%	$ -	$ -
409	CPC	Off-Site Sewer System Labor	$ 15,000.00	$ 15,000.00	$ -		$ 15,000.00	100.0%	$ -	$ -
410		***Domestic Water***								
411	CPC	Domestic Water Material	$ 9,468.00	$ 9,468.00	$ -		$ 9,468.00	100.0%	$ -	$ -
412	CPC	Domestic Water Labor	$ 37,871.00	$ 37,871.00	$ -		$ 37,871.00	100.0%	$ -	$ -
413		***Fire Water***								
414	CPC	Fire Water Material	$ 74,678.00	$ 74,678.00	$ -		$ 74,678.00	100.0%	$ -	$ -
415	CPC	Fire Water Labor	$ 86,486.00	$ 86,486.00	$ -		$ 86,486.00	100.0%	$ -	$ -
416		***Storm Drain***								
417	CPC	Storm Drain Piping Material	$ 126,164.00	$ 126,164.00	$ -		$ 126,164.00	100.0%	$ -	$ -
418	CPC	CDS System Material	$ 54,678.00	$ 54,678.00	$ -		$ 54,678.00	100.0%	$ -	$ -
419	CPC	Contech System Material	$ 36,807.00	$ 36,807.00	$ -		$ 36,807.00	100.0%	$ -	$ -
420	CPC	Storm Drain Labor	$ 188,714.00	$ 188,714.00	$ -		$ 188,714.00	100.0%	$ -	$ -
421		**Building Plumbing**								
422		***Underground***								
423	CPC	UG Material	$ 65,743.00	$ 65,743.00	$ -		$ 65,743.00	100.0%	$ -	$ -
424	CPC	UG Labor	$ 83,614.00	$ 83,614.00	$ -		$ 83,614.00	100.0%	$ -	$ -
425		***Rough***								
426	CPC	Rough Material	$ 101,486.00	$ 101,486.00	$ -		$ 101,486.00	100.0%	$ -	$ -
427	CPC	Rough Labor	$ 137,228.00	$ 137,228.00	$ -		$ 137,228.00	100.0%	$ -	$ -
428		***Finish***								

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: **22 - Retention**
APPLICATION DATE: **7/31/2026**

PERIOD: 07/01/2026 → 07/31/2026 (Retention)
OWNER PROJECT NO: FC82306
AMG PROJECT NO: 01-24-179

Use Column I on contracts where variable retain age for line items may apply.

A		B	C	D	E	F	G		H	I
ITEM NO	RESOURCE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH	RETAINAGE 0%
429	CPC	Finish Material	$ 36,807.00	$ 36,807.00	$ -		$ 36,807.00	100.0%	$ -	$ -
430	CPC	Finish Labor	$ 54,678.00	$ 54,678.00	$ -		$ 54,678.00	100.0%	$ -	$ -
431		**Rough Carpentry**								
432	WSK	Submittals	$ 5,000.00	$ 5,000.00	$ -		$ 5,000.00	100.0%	$ -	$ -
433	WSK	Connection At Existing Building	$ 39,410.00	$ 39,410.00	$ -		$ 39,410.00	100.0%	$ -	$ -
434	WSK	Roof Work	$ 31,579.00	$ 31,579.00	$ -		$ 31,579.00	100.0%	$ -	$ -
435	WSK	Blocking for Roof Penetrations	$ 10,709.00	$ 10,709.00	$ -		$ 10,709.00	100.0%	$ -	$ -
436	WSK	Closeout	$ 2,500.00	$ 2,500.00	$ -		$ 2,500.00	100.0%	$ -	$ -
437		**Overhead & Profit**								
438	AMG	AMG OH&P	$ 456,524.00	$ 456,524.00	$ -		$ 456,524.00	100.0%	$ -	$ -
439		**SUBTOTAL - TOTAL BASE CONTRACT AMOUNT**	**$ 9,587,000.00**	**$ 9,587,000.00**	**$ -**	**$ -**	**$ 9,587,000.00**	100.0%	**$ -**	**$ -**
APPROVED CHANGE ORDERS										
440	001	Owner Change Order #001	$ 94,573.75	$ 94,573.75	$ -		$ 94,573.75	100.0%	$ -	$ -
441	OCO#002	Owner Change Order #002	$ 8,009.58	$ 8,009.58	$ -		$ 8,009.58	100.0%	$ -	$ -
442	003	Owner Change Order #003	$ 13,013.71	$ 13,013.71	$ -		$ 13,013.71	100.0%	$ -	$ -
443	005	OCO#005 - TIA#001 Impacts	$ 98,892.30	$ 98,892.30	$ -		$ 98,892.30	100.0%	$ -	$ -
444	004	OCO#004	$ 18,220.70	$ 18,220.70	$ -		$ 18,220.70	100.0%	$ -	$ -
445	006	OCO#006	$ 44,110.11	$ 44,110.11	$ -		$ 44,110.11	100.0%	$ -	$ -
446	007	OCO #007	$ 41,388.38	$ 41,388.38	$ -		$ 41,388.38	100.0%	$ -	$ -
447	008	OCO #008	$ 65,758.26	$ 65,758.26	$ -		$ 65,758.26	100.0%	$ -	$ -
448	009	OCO #009	$ 37,236.06	$ 37,236.06	$ -		$ 37,236.06	100.0%	$ -	$ -
449	010	OCO #010	$ 42,948.30	$ 42,948.30	$ -		$ 42,948.30	100.0%	$ -	$ -
450	011	OCO #011	$ 35,947.46	$ 35,947.46	$ -		$ 35,947.46	100.0%	$ -	$ -
451	012	OCO #012	$ 10,558.76	$ -	$ 10,558.76		$ 10,558.76	100.0%	$ -	$ -
452	013	OCO #013	$ 127,500.00	$ -	$ 127,500.00		$ 127,500.00	100.0%	$ -	$ -
453		**SUBTOTAL - TOTAL APPROVED CHANGE ORDERS**	**$ 638,157.37**	**$ 500,098.61**	**$ 138,058.76**	**$ -**	**$ 638,157.37**	**100.00%**	**$ -**	**$ -**
454		**TOTAL INCLUDING BASE CONTRACT AND APPROVED CHANGE ORDERS**	**$ 10,225,157.37**	**$ 10,087,098.61**	**$ 138,058.76**	**$ -**	**$ 10,225,157.37**	**100.00%**	**$ -**	**$ -**

THIS IS A REPLICATION OF AIA DOCUMENT G703 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983 EDITION • AIA® • ©1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON D.C. 20006

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
(California Civil Code § 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant:	AMG & Associates, Inc.
Name of Customer:	Sierra Madre Library Redesign and Improvements
Job Location:	440 W. Sierra Madre Blvd., Sierra Madre, CA 91024
Owner:	City of Sierra Madre

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:	City of Sierra Madre
Amount of Check:	$642,413.69
Check Payable To:	AMG & Associates, Inc.

Exceptions

This document does not affect any of the following:	11/01/2025 → 11/30/2025, 04/01/2026 → 04/30/202
Disputed claims for extras in the amount of:	$6,895.71, $337,951.02, $365,911.99, $80,573.59

Signature

Claimant's Signature:	
Claimant's Title:	Albert M. Giacomazzi, President
Date of Signature:	

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Sierra Madre Library

vertex

Project Budget Status Report

Period Ending: **7/31/26**

Classification Name	Code	BUDGET RESTATE OF WORKING DRAFT 12-10-25	TRANSFERS Budget Transfers	REV'D BUDGET after Budget Transfers	COMMITTED Contracts, PO's, or Otherwise Spent	SPENT Prior to This Period	RECOMMENDED for Payment This Period	SPENT Total Recomm/Paid Project to Date	LEFT TO SPEND on Current Contracts, PO's	AVAILABLE to Commit or Spend	PROJECTIONS 7/31/2026 EXPECTED Remaining to be Spent	7/31/2026 POTENTIAL/ NEW to be Spent	Projected Final Cost	Projected (Over) / Under Budget
		F	G	H = F + G	I	J	K	L	M = I - L	N=H-MAX(I,L)	P	Q	S = L + P + Q	T = H - S
Project Management														
OPM - Construction Documents (Pre-Con)	**10.30**	84,000	-	84,000	84,000	84,000	-	84,000	-	-	-		84,000	-
OPM - Bidding	**10.40**	56,000	-	56,000	56,000	56,000	-	56,000	-	-	-		56,000	-
OPM - Construction Administration	**10.50**	336,000	-	336,000	336,000	336,000	-	336,000	-	-	-		336,000	-
OPM - Closeout	**10.60**	56,000	-	56,000	111,983	86,000	25,983	111,983	-	(55,983)	-		111,983	(55,983)
		532,000	**-**	**532,000**	**587,983**	**562,000**	**25,983**	**587,983**	**-**	**(55,983)**	-	-	587,983	(55,983)
Architect & Engineers Basic Services														
A&E - Schematic Design	**30.10**	174,216	-	174,216	174,216	174,216	-	174,216	-	-	-		174,216	-
A&E - Design Development	**30.20**	172,095	-	172,095	172,095	172,095	-	172,095	-	-	-		172,095	-
A&E - Construction Documents	**30.30**	322,459	-	322,459	322,459	322,459	-	322,459	-	-	-		322,459	-
A&E - Bidding	**30.50**	13,701	-	13,701	13,701	13,701	-	13,701	-	-	-		13,701	-
A&E - Construction Administration	**30.60**	174,900	-	174,900	174,900	174,026	875	174,900	-	-	-		174,900	-
A&E - Closeout	**30.70**	13,976	-	13,976	13,976	-	13,976	13,976	-	-	-		13,976	-
		871,347	**-**	**871,347**	**871,347**	**856,497**	**14,851**	**871,347**	**-**	**-**	-	-	871,347	-
Architect & Engineers - Specialty Svcs														
A&E - Addt'l/Design Special Svcs	**31.00**	-	-	-	-	-	-	-	-	-			-	-
A&E - Permitting	**31.20**	36,404	-	36,404	36,404	36,404	-	36,404	-	-			36,404	-
A&E - Other Reimbursables	**32.90**	-	-	-	5,020	5,020	-	5,020	-	(5,020)			5,020	(5,020)
		36,404	**-**	**36,404**	**41,424**	**41,424**	**-**	**41,424**	**-**	**(5,020)**	-	-	41,424	(5,020)
Administration														
Advertising	**20.60**	3,200	-	3,200	4,292	4,292	-	4,292	-	(1,092)			4,292	(1,092)
Site Survey	**22.20**	8,700	-	8,700	11,134	11,134	-	11,134	-	(2,434)			11,134	(2,434)
Permits and Approvals	**22.30**	228,000	-	228,000	17,172	17,172	-	17,172	-	210,828			17,172	210,828
Geo-tech/Geo-Enviro (Design/Construction)	**22.40**	20,600	-	20,600	101,600	100,596	-	100,596	1,004	(81,000)	1,004		101,600	(81,000)
Other Admininstrative Costs	**22.60**	5,000	-	5,000	1,490	1,490	-	1,490	-	3,510	3,510		5,000	-
Moving	**22.80**	58,420	-	58,420	150,205	101,428	22,082	123,510	26,695	(91,785)	26,695	-	150,205	(91,785)
Construction Testing	**23.10**	30,000	-	30,000	95,200	89,279	-	89,279	5,921	(65,200)	5,921		95,200	(65,200)
Abatement Survey and Monitoring	**23.20**	2,450	-	2,450	3,961	3,961	-	3,961	-	(1,511)			3,961	(1,511)
Abatement Demo/Disposal	**23.25**	20,000	-	20,000	-	-	-	-	-	20,000			-	20,000
Misc. Project Costs	**23.90**	10,000	-	10,000	32,646	32,646	-	32,646	-	(22,646)			32,646	(22,646)
		386,370	**-**	**386,370**	**417,699**	**361,997**	**22,082**	**384,079**	**33,620**	**(31,329)**	37,130	-	421,209	(34,840)

Sierra Madre Library

vertex

Project Budget Status Report

Period Ending: **7/31/26**

Classification Name	Code	BUDGET RESTATE OF WORKING DRAFT 12-10-25	TRANSFERS Budget Transfers	REV'D BUDGET after Budget Transfers	COMMITTED Contracts, PO's, or Otherwise Spent	SPENT Prior to This Period	RECOMMENDED for Payment This Period	SPENT Total Recomm/Paid Project to Date	LEFT TO SPEND on Current Contracts, PO's	AVAILABLE to Commit or Spend	PROJECTIONS 7/31/2026 EXPECTED Remaining to be Spent	PROJECTIONS 7/31/2026 POTENTIAL/ NEW to be Spent	Projected Final Cost	Projected (Over) / Under Budget
		F	G	H = F + G	I	J	K	L	M = I - L	N=H-MAX(I,L)	P	Q	S = L + P + Q	T = H - S
Construction														
Base Construction	**40.20**	9,587,000	638,157	10,225,157	10,267,457	9,625,043	642,414	10,267,457	0	(42,299)	0		10,267,457	(42,299)
		9,587,000	**638,157**	**10,225,157**	**10,267,457**	**9,625,043**	**642,414**	**10,267,457**	**0**	**(42,299)**	0	-	10,267,457	(42,299)
Total (NIC Furn/Equip/Tech) before Conting.		**11,413,121**	**638,157**	**12,051,278**	**12,185,909**	**11,446,961**	**705,328**	**12,152,289**	**33,621**	**(134,631)**	**37,131**	**-**	**12,189,419**	**(138,142)**
Contingencies											*PCO log:*			
Owners Project Hard Cost Contingency	**80.00**	958,700	(638,157)	320,543	-	-	-	-	-	320,543	-		-	320,543
Owners Project Soft Cost Contingency	**90.00**	-	-	-	-	-	-	-	-	-	-		-	-
		958,700	**(638,157)**	**320,543**	**-**	**-**	**-**	**-**	**-**	**320,543**	-	-	-	320,543
Total (NIC Furn/Equip/Tech) including Conting.		**12,371,821**	**-**	**12,371,821**	**12,185,909**	**11,446,961**	**705,328**	**12,152,289**	**33,621**	**185,912**	**37,131**	**-**	**12,189,419**	**182,401**
Furnishings, Equipment, Technology														
Furnishings; Fixtures	**50.10**	1,337,400	-	1,337,400	1,105,623	239,878	-	239,878	865,745	231,777	865,745		1,105,623	231,777
A&E - FF&E Procurement	**31.70**	35,000	-	35,000	25,893	23,343	-	23,343	2,550	9,107	2,550		25,893	9,107
Phones and A/V (and Computers)	**50.20**	35,000	-	35,000	59,899	-	-	-	59,899	(24,899)	59,899		59,899	(24,899)
Computers and Technology	**50.40**	7,900	-	7,900	102,838	68,527	-	68,527	34,311	(94,938)	34,311	82,830	185,668	(177,768)
Security	**50.50**	23,982	-	23,982	-	-	-	-	-	23,982	23,982		23,982	-
		1,439,282	**-**	**1,439,282**	**1,294,253**	**331,748**	**-**	**331,748**	**962,505**	**145,029**	986,487	82,830	1,401,065	38,217
TOTAL PROJECT BUDGET		**13,811,103**	**-**	**13,811,103**	**13,480,162**	**11,778,708**	**705,328**	**12,484,037**	**996,126**	**330,941**	**1,023,618**	**82,830**	**13,590,484**	**220,618**

Sources of Funds (Restricted to Furnishings/Equip/Tech):	
City Capital Improvement Fund	35,000
Community …	5,000
Day Trust	100,000
Library Foundation as of 10/28/25	480,000
Friends of the Library	695,000
Subtotal	1,315,000
Projected Uses of Restricted Funds	(1,401,065)
Budget Savings - Restricted Funds	(86,065)

Sources of Funds (Unrestricted in Use)	
State Targetted Library Grant	10,000,000
Building Forward Infrastructure Grant	334,605
ARPA Funds / match	334,605
General Reserve Funds Xfer from City	1,800,000
Subtotal	12,469,210
Projected Uses of Unrestricted Funds	(12,189,419)
Budget Savings - Unrestricted "City" Funds	279,791

Combined (Restricted + Unrestricted)		
Total Sources	13,784,210	
Total Uses	(13,590,484)	
Savings		193,726

Variance=Total Project Budget less Total Sources *26,892*

Sierra Madre Library

Major Contracts & Other Commitments

vertex

7/31/26

The Vertex Companies, LLC (Vertex)

Post Period		Description		Budget Code	Budget Description	$Amount	Subtotal
PTD	VERTEX	PRE-CONSTRUCTION PHASE		10.30	OPM - Construction Documen	84,000.00	
PTD	VERTEX	BIDDING PHASE		10.40	OPM - Bidding	56,000.00	
PTD	VERTEX	CONSTRUCTION PHASE		10.50	OPM - Construction Administr	336,000.00	
PTD	VERTEX	CLOSE-OUT PHASE		10.60	OPM - Closeout	56,000.00	
2026.01	VERTEX	Extension of Close-Out Phase	Amendment 01	10.60	OPM - Closeout	30,000.00	
2026.01	VERTEX	Testing/Inspect Svcs (Twining)	Amendment 01	23.10	Construction Testing	95,200.00	
2026.07	VERTEX	Addt'l Construction Aministration	Amendment 02	10.60	OPM - Closeout	25,982.50	
						Vertex subtotal:	***683,182.50***

TSK Architects

Description per tsk Fee Summary:

2024.11	TSK	03 Pre-Design, 04 Schematic Design		30.10	A&E - Schematic Design	174,216.00	
2024.11	TSK	05 Design Development		30.20	A&E - Design Development	172,095.00	
2024.11	TSK	06 CD-50%, 07 CD-100%		30.30	A&E - Construction Document	322,459.00	
2024.11	TSK	08 Permitting		31.20	A&E - Permitting	36,404.00	
2024.11	TSK	09 Bid & Award		30.50	A&E - Bidding	13,701.00	
2024.11	TSK	10 Contract Administration		30.60	A&E - Construction Administra	174,900.00	
2024.11	TSK	11 Project Close Out		30.70	A&E - Closeout	13,976.00	
						subtotal	***907,751.00***
2025.12	TSK	FF&E Procurement		31.70	A&E - FF&E Procurement	25,500.00	***25,500.00***

AMG & Associates, Inc.

2024.11	AMG	Original Contract Sum		40.20	Base Construction	9,587,000.00	
2025.01	AMG	AMG Change Order 01		40.20	Base Construction	94,573.75	
2025.03	AMG	AMG Change Order 02		40.20	Base Construction	8,009.58	
2025.07	AMG	AMG Change Order 03		40.20	Base Construction	13,013.71	
2025.09	AMG	AMG Change Order 05		40.20	Base Construction	98,892.30	
2025.10	AMG	AMG Change Order 04		40.20	Base Construction	18,220.70	
2026.01	AMG	AMG Change Order 06		40.20	Base Construction	44,110.11	
2026.02	AMG	AMG Change Order 07		40.20	Base Construction	41,388.38	
2026.03	AMG	AMG Change Order 08		40.20	Base Construction	65,758.26	
2026.04	AMG	AMG Change Order 09		40.20	Base Construction	37,236.06	
2026.05	AMG	AMG Change Order 10		40.20	Base Construction	42,948.30	
2026.06	AMG	AMG Change Order 11		40.20	Base Construction	35,947.46	
2026.07	AMG	AMG Change Order 12		40.20	Base Construction	10,558.76	
2026.07	AMG	AMG Change Order 13		40.20	Base Construction	127,500.00	
						AMG & Associates, Inc. subtotal:	***10,225,157.37***

Other Commitments, Proposals, etc.

2025.10	GEOCON West, Inc.	Original Contract		22.40	Geo-tech/Geo-Enviro (Design/	32,000.00	
2025.12	GEOCON West, Inc.	CO#1		22.40	Geo-tech/Geo-Enviro (Design/	49,000.00	
2026.01	GEOCON West, Inc.	CO#2		22.40	Geo-tech/Geo-Enviro (Design/	20,600.00	
2026.06	REGAN PAVING	Proposal #46265		23.90	Misc. Project Costs	26,100.00	
2025.09	West Coast Arborists(WCA)	Proposal		50.10	Furnishings; Fixtures	4,850.00	
2026.01	West Coast Arborists(WCA)	Proposal		50.10	Furnishings; Fixtures	7,450.00	
2026.06	Western Audio Visual & Securi	Quote WAV-0677		50.20	Phones and A/V (and Comput	59,899.24	
						subtotal:	***199,899.24***

Sierra Madre Library

Major Contracts & Other Commitments

vertex

7/31/26

Per FFE/Tech/Security/Moving Log

Post Period	Description	Item Description	Quote	Budget Code	Budget Description	$Amount	Subtotal
2025.10	AWE Learning	Listening system; headphones; etc		50.10	Furnishings; Fixtures	16,822.76	
2025.10	Electric Fireplace Depot	Fireplace		50.10	Furnishings; Fixtures	3,533.98	
2026.04	Steel Fab and Finish	Cascade Newspaper Display	PO 26-00249	50.10	Furnishings; Fixtures	1,541.96	
2026.04	The Library Store	Book Trucks, Outdoor Return	6097337	50.10	Furnishings; Fixtures	12,784.26	
2025.10	Yamada	Estsy Shelving	25128-P R2	50.10	Furnishings; Fixtures	334,400.51	
2025.10	Yamada	Aurora Mobile Storage	25129-P R1	50.10	Furnishings; Fixtures	62,149.49	
2025.10	Yamada	Misc. Storage	25134-P R2	50.10	Furnishings; Fixtures	22,732.47	
2025.10	Yamada	Furniture	25126-P R5	50.10	Furnishings; Fixtures	506,096.58	
						subtotal:	***960,062.01***
2025.10	FE Tech	2 sets of wide RFID Gates, wall mounted people counter, collection scanning wand	08.26.25	50.40	Computers and Technology	24,365.00	
2026.04	FE Tech	Increased perQuote dated 4/28/26	28-Apr-2026	50.40	Computers and Technology	1,277.92	
2025.10	Laptops Anytime	LIBRARY FOOT TRAFFIC, GATHER ACCURATE	5484	50.40	Computers and Technology	42,661.79	
2026.04	Laptops Anytime	Increased per revised quote dated 12/9/2025	5484	50.40	Computers and Technology	330.75	
2025.10	Laptops Anytime	8 Dell Pro 14 Laptops	3000195375978.1	50.40	Computers and Technology	8,667.74	
						subtotal:	***77,303.20***
2025.10	KING OFFICE SUPPLY	Library Move		22.80	Moving	44,610.59	
2025.10	KING OFFICE SUPPLY	Archives Move		22.80	Moving	4,831.50	
2025.10	KING OFFICE SUPPLY	Pallet Storage - Dec '23		22.80	Moving	1,792.00	
2025.10	KING OFFICE SUPPLY	Pallet Storage - Nov '23		22.80	Moving	1,809.92	
2025.10	KING OFFICE SUPPLY	Pallet Storage 2024		22.80	Moving	21,504.00	
2025.10	KING OFFICE SUPPLY	Pallet Storage 2025 - YTD		22.80	Moving	17,920.00	
2026.04	KING OFFICE SUPPLY	Increase per Proposal Rev 4	3/12/2026	22.80	Moving	57,736.99	
						subtotal:	***150,205.00***
					Major Contracts Total	**13,229,060.32**	

Sierra Madre Library

vertex

Budget Transfers and Usage of Contingency

7/31/2026

new transfers this period highlighted in yellow

	80.00 CONSTRUCT CONTINGENCY	90.00 PROJECT CONTINGENCY
Begining Balances:	958,700.00 (per Budget)	0.00 (per Budget)

TRANSFER			FROM		TO				
LN	Period	Short Desc	Code	Description	Code	Description	$AMOUNT		
1	2025.01	AMG Change Order 01	80.00	Owners Project Hard Cost Contingency	40.20	Base Construction	94,573.75	(94,573.75)	-
2	2025.03	AMG Change Order 02	80.00	Owners Project Hard Cost Contingency	40.20	Base Construction	8,009.58	(8,009.58)	-
3	2025.07	AMG Change Order 03	80.00	Owners Project Hard Cost Contingency	40.20	Base Construction	13,013.71	(13,013.71)	-
4	2025.09	AMG Change Order 05	80.00	Owners Project Hard Cost Contingency	40.20	Base Construction	98,892.30	(98,892.30)	-
5	2025.10	AMG Change Order 04	80.00	Owners Project Hard Cost Contingency	40.20	Base Construction	18,220.70	(18,220.70)	-
6	2026.01	AMG Change Order 06	80.00	Owners Project Hard Cost Contingency	40.20	Base Construction	44,110.11	(44,110.11)	-
7	2026.02	AMG Change Order 07	80.00	Owners Project Hard Cost Contingency	40.20	Base Construction	41,388.38	(41,388.38)	-
8	2026.03	AMG Change Order 08	80.00	Owners Project Hard Cost Contingency	40.20	Base Construction	65,758.26	(65,758.26)	-
9	2026.04	AMG Change Order 09	80.00	Owners Project Hard Cost Contingency	40.20	Base Construction	37,236.06	(37,236.06)	-
10	2026.05	AMG Change Order 10	80.00	Owners Project Hard Cost Contingency	40.20	Base Construction	42,948.30	(42,948.30)	-
11	2026.06	AMG Change Order 11	80.00	Owners Project Hard Cost Contingency	40.20	Base Construction	35,947.46	(35,947.46)	-
12	2026.07	AMG Change Order 12	80.00	Owners Project Hard Cost Contingency	40.20	Base Construction	10,558.76	(10,558.76)	-
13	2026.07	AMG Change Order 13	80.00	Owners Project Hard Cost Contingency	40.20	Base Construction	127,500.00	(127,500.00)	-

Contingency Account Balances:	320,542.63	0.00
Estimated & Pending Change Orders total from PCO log dated		
Contingency Account Balances INCLUDING pending Change Orders:	320,542.63	0.00

CITY OF
SIERRA
MADRE

STAFF REPORT

PUBLIC WORKS SERVICES

DATE: August 25, 2026

TO: Honorable Mayor and City Council

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

SUBJECT: **Resolution No. 26-81 Authorizing a Supplemental Budget Appropriation from the Water Fund Reserve in the Amount of $63,270 and Sewer Fund Reserve in the Amount of $105,095 and Approval of a Professional Services Agreement with Civiltec Engineering, Inc. for Water and Sewer System Facilities Master Plan Updates and Hydraulic Models in an Amount Not to Exceed $468,365**

RECOMMENDATION

It is recommended that the City Council:

1. Adopt Resolution No. 26-81 amending the Fiscal Year 2026-27 budget by appropriating $63,270 from the available Water Fund balance to Water Capital Improvement Project Account No. 71000.81100.52100 and $105,095 from the available Sewer Fund balance to Sewer Capital Improvement Project Account No. 72000.81200.52200.
2. Approve a Professional Services Agreement with Civiltec Engineering, Inc. for the preparation of an updated Water System Facilities Master Plan, an updated Sewer System Facilities Master Plan, and associated hydraulic models in an amount not to exceed $468,365.
3. Authorize the City Manager to execute the Professional Services Agreement, subject to approval as to form by the City Attorney, and any non-substantive documents necessary to implement the project.

SUMMARY

The proposed agreement will update the City's Water System Facilities Master Plan and Sewer System Facilities Master Plan, develop calibrated hydraulic models for both utility systems, and establish prioritized capital improvement programs. The work will evaluate system condition, capacity, reliability, operations, regulatory requirements, and projected demands over a 25-year planning horizon.

The City's prior water hydraulic model is no longer available for current use. The City also has a legacy sewer model developed in Hydra 6.4. Civiltec Engineering, Inc. will review the prior sewer model and other available records as source information, then develop and calibrate a new sewer model in InfoWorks ICM using available GIS, operational, and flow-monitoring data. The new model will be used to evaluate dry-weather and wet-weather conditions. The project therefore requires construction and calibration of two hydraulic models rather than routine updates to usable existing models.

The City received one proposal, from Civiltec Engineering, Inc., in the amount of $468,365. The Fiscal Year 2026-27 budget includes $300,000 for the two master plans. The proposed fee exceeds the existing appropriation by $168,365, or 56.1 percent. The original project estimate included sewer flow monitoring but was developed as a planning-level estimate before the City had a detailed task-level scope, staffing plan, and fee proposal. Civiltec Engineering, Inc.'s proposal identifies $66,815 for specialized sewer flow monitoring and $401,550 for engineering labor associated with the two master plans and hydraulic models. Resolution No. 26-81 would amend the Fiscal Year 2026-27 budget to provide the additional Water and Sewer Fund appropriations required for the project.

The completed plans and models will provide a data-driven basis for identifying and prioritizing short-, medium-, and long-term capital improvements. They will also support infrastructure investment decisions, asset management, regulatory compliance, grant applications, and long-range financial planning for the City's utility systems.

DISCUSSION & ANALYSIS

On June 9, 2026, the Public Works Department issued a Request for Proposals (RFP) through the City's PlanetBids procurement portal for Water and Sewer System Facilities Master Plan Updates and new hydraulic models. The question period closed on June 24, 2026, and the proposal deadline was July 8, 2026. Seven engineering firms registered as prospective proposers, and the City received one responsive proposal from Civiltec Engineering, Inc.

No requests to clarify or modify the project schedule were submitted during the RFP question period. Following the proposal deadline, staff contacted the six firms that did not submit proposals. Three firms responded and cited competing proposal commitments, limited staffing availability, and concerns regarding the feasibility of completing the full scope within the schedule identified in the RFP.

Staff conducted a comprehensive review of Civiltec Engineering, Inc.'s proposal and determined that it satisfies the requirements of the RFP and the City's scope of work. Civiltec Engineering, Inc. demonstrated an understanding of the project objectives, including preparation of the two master plans, development of new hydraulic models, evaluation of existing infrastructure, identification of capacity and operational deficiencies, and prioritization of capital improvement needs.

The proposed scope organizes each master plan into nine phases: project management and meetings; data collection and site visits; existing data analysis; demand or flow projections; hydraulic model construction and calibration; existing system evaluation; future system evaluation; capital improvement program development; and preparation of draft and final reports. The water model will be developed in InfoWater Pro and the sewer model in InfoWorks ICM. The work will incorporate the City's current planning information, including the recently adopted Urban Water Management Plan, and includes staff training and delivery of the model files, GIS data, calculations, technical data, and supporting electronic documentation developed for the project.

The sewer scope includes field flow monitoring by Utility Systems, Science and Software, Inc. to support model calibration, flow projection verification, and wet-weather analysis. The monitoring program will collect flow and rainfall data to support model calibration and evaluation of dry-weather and wet-weather conditions. These specialized services account for $66,815 of the proposed fee.

The RFP identified March 31, 2027 as the desired completion date. Civiltec Engineering, Inc.'s schedule begins September 14, 2026, provides for final plan submittals and City Council presentations in October 2027, and concludes with model training in November 2027, approximately seven months beyond the RFP date. This aligns with the schedule-feasibility concerns reported by the nonproposing firms. After reviewing the proposed work sequence, staff determined that the RFP date did not provide sufficient time for data collection, construction and calibration of two new hydraulic models, four technical memorandum review cycles, capital improvement program development, and preparation of the draft and final reports. The schedule includes approximately ten weeks of City review time. Staff considers the proposed schedule realistic and recommends proceeding under the contractual milestones, which staff will monitor.

Civiltec Engineering, Inc. has demonstrated relevant experience preparing utility master plans, hydraulic models, and capital improvement programs for California public agencies. Based on the firm's qualifications, responsiveness to the RFP, detailed scope of work, and proposed deliverables, staff recommends approval of the Professional Services Agreement in an amount not to exceed $468,365.

STRATEGIC PLAN RELATIONSHIP

The recommended action supports the City's Strategic Plan by advancing the following goal:

- OS 2.1: Create a Sustainable Capital Improvement Plan

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

The Professional Services Agreement has a total not-to-exceed amount of $468,365, consisting of $213,270 for the Water System Facilities Master Plan and $255,095 for the Sewer System Facilities Master Plan. The Fiscal Year 2026-27 budget includes $150,000 for each master plan, for a total existing appropriation of $300,000. The Water System Facilities Master Plan exceeds its appropriation by $63,270, or 42.2 percent. The Sewer System Facilities Master Plan exceeds its appropriation by $105,095, or 70.1 percent. The combined variance is $168,365, or 56.1 percent.

The $150,000 appropriation for each master plan was established during preparation of the Fiscal Year 2026-27 budget as a planning-level estimate, before issuance of the RFP and before a detailed task-level scope and level-of-effort estimate were available. The estimate included sewer flow monitoring but did not reflect Civiltec Engineering, Inc.'s subsequently proposed task hours, staffing classifications, billing rates, or subconsultant cost. Civiltec Engineering, Inc.'s proposed fee consists of $401,550 in engineering labor and $66,815 for flow monitoring, including a $58,100 subconsultant base cost and the firm's stated 15 percent markup. Together, these costs exceed the existing $300,000 appropriation by $168,365.

The proposal is structured on a time-and-materials basis with a not-to-exceed limit. It includes 1,908 engineering labor hours at rates ranging from $160 to $300 per hour, a blended engineering labor rate of approximately $210 per hour, and no reimbursable expenses. Staff reviewed the task-level hours, staffing classifications, billing rates, subconsultant cost, and deliverables. The fee schedule allocates hours and costs by phase, task, staff classification, and utility, allowing staff to verify invoices against the approved scope and monitor the not-to-exceed amount. Based on that review, staff considers the proposed fee acceptable for the full scope of work.

Water System Facilities Master Plan: $150,000 is available in Water Capital Improvement Project Account No. 71000.81100.52100. Resolution No. 26-81 would appropriate an additional $63,270 from the available Water Fund balance to this account.

Sewer System Facilities Master Plan: $150,000 is available in Sewer Capital Improvement Project Account No. 72000.81200.52200. Resolution No. 26-81 would appropriate an additional $105,095 from the available Sewer Fund balance to this account.

The project will be funded from existing Water and Sewer Fund appropriations and the additional appropriations established by Resolution No. 26-81. The City will be invoiced only for work performed, by task and by utility, up to the approved not-to-exceed amount. No contingency is included in the requested authorization. Any work beyond the approved scope or not-to-exceed amount would require prior written authorization in accordance with the City's purchasing authority and, if necessary, an additional appropriation.

Approved by:

Mike

Michael Bruckner
City Manager

Attachments

1. Resolution No 26-81 Civiltec Master Plans Budget Amendment .pdf
2. Civiltec Engineering Proposal-Sierra Madre Water and Sewer System Facilities Master Plan Updates.pdf
Consultant Services Agreement Water-Wastewater Master Plan Updates - Civiltec Engineering 08.25.2026.pdf

RESOLUTION NO. 26-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, AMENDING THE FISCAL YEAR 2026-27 BUDGET TO APPROPRIATE ADDITIONAL WATER FUND AND SEWER FUND MONIES FOR THE WATER AND SEWER SYSTEM FACILITIES MASTER PLAN UPDATES

RECITALS

WHEREAS, the City of Sierra Madre owns and operates a municipal water distribution system and a wastewater collection system serving approximately 3,800 service connections;

WHEREAS, on June 9, 2026, the City issued a Request for Proposals for updates to the Water and Sewer System Facilities Master Plans and for the development of hydraulic models for both systems;

WHEREAS, the City received one responsive proposal, from Civiltec Engineering, Inc., in the amount of $468,365;

WHEREAS, the adopted Fiscal Year 2026-27 budget includes $150,000 for each master plan, for a total of $300,000;

WHEREAS, completion of the master plans and hydraulic models requires additional appropriations of $63,270 from the Water Fund and $105,095 from the Sewer Fund, totaling $168,365;

WHEREAS, sufficient available fund balance exists in the Water Fund and in the Sewer Fund to support the appropriations described herein; and

WHEREAS, the City Council is concurrently considering approval of a Professional Services Agreement with Civiltec Engineering, Inc. for the preparation of the master plans and hydraulic models.

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

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

SECTION 2. Budget Amendment and Implementation. The Fiscal Year 2026-27 budget is hereby amended by appropriating $63,270 from available Water Fund balance to Water Capital Improvement Project Account No. 71000.81100.52100 and $105,095 from available Sewer Fund balance to Sewer Capital Improvement Project Account No. 72000.81200.52200. The City Manager and the Director of Finance are hereby authorized and directed to make all budgetary and accounting entries necessary to implement this Resolution.

SECTION 3. CEQA. Adoption of this Resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the appropriation of funds for the preparation of planning documents may have a significant effect on the environment. The action is also covered by CEQA Guidelines Section 15262 because it involves planning studies for possible future actions that the City has not approved, adopted, or funded. Any capital improvement project identified through the planning process will be evaluated for CEQA compliance when it is considered for approval.

SECTION 4. Severability. If any sections, subsections, subdivisions, paragraph, sentence, clause or phrase of this Resolution 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 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, 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 Resolution by the City Council.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 25th day of August, 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 25th day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Laura Aguilar, City Clerk

Approved as to form:

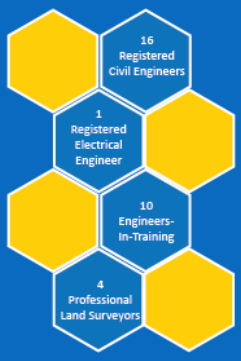
_____

Aleks Giragosian, City Attorney

Proposal for

Water and Sewer System Facilities Master Plan Updates

Submitted by Civiltec Engineering, Inc. | July 8, 2026
Gretel Ochoa-Nhac, Project Manager
605 E. Huntington Drive, Suite 205, Monrovia, CA 91016
626.357.0588 | gochoa@civiltec.com



Proposal Contact:

Gretel Ochoa-Nhac, PE

Associate | Project Manager

(p) 909-296-4457

(e) gochoa@civiltec.com

Firm Ownership:

- W. David Byrum, PE, President
- Chris Dusza, PE, CFM, Vice President
- C. Shem Hawes, PE, Principal
- David Song, PE, Principal
- Andrew Shroads, PE, CFM, Principal

B. Table of Contents

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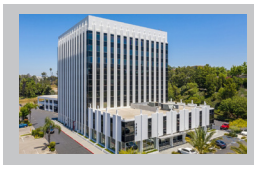

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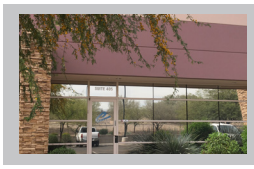

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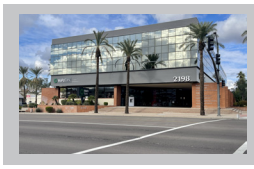

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2198 E. Camelback Road, Suite 205, Phoenix, AZ 85016
P: 602.428.7564

Civiltec was founded in 1986 as a "C" Corporation based on the principles of **innovative thinking** and **premier quality.**

Cover Letter

CIVILTEC engineering inc.
celebrating excellence since 1986

Civil, Water, Wastewater, Drainage, Transportation and Electrical/Controls Engineering • Construction Management • Surveying
California • Arizona

City of Sierra Madre
Public Works Department
232 W. Sierra Madre Boulevard
Sierra Madre, CA 91024

July 8, 2026

Subject: Proposal for Water and Sewer System Facilities Master Plan Updates

Dear Selection Committee,

Reliable water and wastewater infrastructure is essential to preserving the quality of life, public health, and small-town character that make Sierra Madre a unique community. The Water and Sewer System Facilities Master Plan Updates present an important opportunity to establish a clear, data-driven roadmap for maintaining system reliability, planning future infrastructure investments, and supporting the City of Sierra Madre's (City) long-term operational and capital improvement goals.

Civiltec is pleased to submit this proposal to provide professional engineering services for the preparation of the City's updated Water and Sewer System Facilities Master Plans and hydraulic models. Our team understands that the City is seeking practical, implementable planning documents that evaluate existing system performance, identify current and future deficiencies, and provide prioritized capital improvement recommendations that support reliable service through the planning horizon.

Civiltec's approach combines comprehensive data collection, hydraulic modeling, infrastructure assessment, and collaborative planning to develop master plans that are both technically sound and operationally meaningful. We will work closely with City staff to evaluate the performance of the water distribution and wastewater collection systems, assess future demands associated with anticipated development and accessory dwelling unit (ADU) growth, and identify projects that improve capacity, reliability, resiliency, and operational efficiency. Through regular communication and stakeholder coordination, we will ensure the planning process reflects the City's priorities and incorporates the valuable institutional knowledge of City staff.

Civiltec brings extensive experience preparing water and wastewater master plans, hydraulic models, and capital improvement programs for California municipalities and special districts. We understand the challenges faced by publicly owned utility agencies and have successfully guided communities through planning efforts involving water supply evaluation, pressure zone analysis, reservoir and booster station assessments, sewer capacity evaluations, and long-range infrastructure investment strategies.

Equally important, we recognize the importance of maintaining project momentum and meeting critical milestones. Our project team is committed to proactive communication, responsive service, and disciplined project management to ensure

Why Choose Civiltec?

COMMITTED TO SIERRA MADRE

We understand Sierra Madre's need for practical, forward-looking Water and Sewer Master Plans that strengthen system reliability, support future growth, and guide strategic infrastructure investments.

COLLABORATIVE PLANNING APPROACH

Our team will work closely with City staff to combine hydraulic modeling, infrastructure evaluations, and operational insight into actionable planning documents that reflect the City's priorities.

PROVEN UTILITY PLANNING EXPERIENCE

With extensive experience delivering water and wastewater master plans for California agencies, we provide the technical expertise needed to develop reliable, cost-effective capital improvement strategies.

FOCUSED ON SUCCESSFUL DELIVERY

Through proactive communication, disciplined project management, and responsive service, we are committed to delivering high-quality master plans on schedule and within budget.

the Water and Sewer System Facilities Master Plan Updates are completed within the City's desired schedule and budget.

Civiltec appreciates the opportunity to submit our qualifications and look forward to partnering with the City on this important planning effort. Should you have any questions regarding our proposal, please feel free to contact us at any time.

Thank you for your consideration.

Sincerely,

W. David Byrum, PE
Principal In Charge | President/CEO
dbyrum@civiltec.com
Civiltec Engineering, Inc.

Gretel Ochoa-Nhac, PE
Project Manager | Associate
gochoa@civiltec.com
Civiltec Engineering, Inc.

Project Understanding

The City of Sierra Madre owns and operates a municipal water and sewer utility that serves a unique foothill community with a mature infrastructure system, limited opportunities for expansion, and an ongoing need to strategically rehabilitate and replace aging facilities. The City's water system includes wells, reservoirs, booster pump stations, pressure regulating facilities, and approximately 47.8 miles of water mains. The sewer collection system includes approximately 32 miles of gravity sewer mains and 745 manholes that serve approximately 3,800 customer connections.

Civiltec understands the City's objective is not simply to update existing planning documents, but to develop practical, data-driven Water and Sewer System Master Plans that provide a clear roadmap for maintaining reliable service, improving system resiliency, supporting future development, and prioritizing capital investments over the next 20 years. The completed plans must provide actionable recommendations supported by hydraulic modeling, engineering analysis, and realistic implementation strategies that can be incorporated into the City's capital improvement program.

Civiltec's approach combines comprehensive data collection, field verification, hydraulic modeling, engineering evaluation, and collaborative decision-making to create master plans that are technically sound, financially responsible, and readily implementable by City staff.

Planning Philosophy

Civiltec believes that successful master planning bridges the gap between technical analysis and practical implementation. While hydraulic models and engineering calculations provide the foundation for decision-making, the most effective master plans incorporate operational knowledge, maintenance experience, regulatory requirements, funding realities, and community priorities.

Throughout the project, we will work closely with City staff to understand historical system performance, operational challenges, maintenance concerns, planned improvements, and long-term objectives. This collaborative process ensures that recommendations are not only technically defensible but also aligned with the City's operational and financial goals.

The result will be two coordinated master planning documents that utilize consistent growth projections, development assumptions, evaluation criteria, and capital planning methodologies to support integrated infrastructure management across both utility systems.

Water Master Plan Approach

Our water system planning process begins with a comprehensive review of existing facilities, operational records, planning documents, GIS data (if any), water production records, demand data, and regulatory requirements.

Using the City's available asset information, we will construct and calibrate a hydraulic water model that accurately represents existing system conditions, including:

- Water production facilities
- Reservoirs and storage facilities
- Booster pump stations
- Pressure regulating stations
- Transmission and distribution mains
- Pressure zone boundaries
- Existing operational controls

The hydraulic model will be used to evaluate existing and future conditions under a range of operating scenarios, including average-day demand (ADD), maximum-day demand (MDD), peak-hour demand (PHD), and maximum-day demand plus fire-flow conditions (MDD+FF).

The evaluation will assess:

- Source capacity and reliability
- Pressure zone performance
- Reservoir storage adequacy
- Booster pumping capacity
- System pressures and velocities
- Fire-flow availability
- Redundancy and resiliency
- Operational flexibility
- Infrastructure deficiencies and bottlenecks

In accordance with the City's scope, special emphasis will be placed on evaluating future water supply alternatives and opportunities to reduce dependence on imported water through optimization of local groundwater

resources, basin water rights, recharge opportunities, and regional supply partnerships.

The completed analysis will identify existing deficiencies, future capacity constraints, and recommended improvements by pressure zone. Recommendations will be prioritized and organized into short-(0 to 5-year), medium- (6 to 10-year), and long-term (11 to 25-year) implementation programs, each supported by planning-level cost estimates.

Using diffuser for safe high-velocity water discharge from hydrant.

Sewer System Facilities Master Plan Approach

The sewer system planning effort will utilize a similar methodology to evaluate the City's wastewater collection infrastructure.

Our team will review historical flow records, previous planning documents, previous sewer model (Hydra 6.4), maintenance records, and available development information to establish baseline wastewater generation characteristics and future flow projections. In addition to this, flow monitoring services will be performed by our sub-consultant, Utility Systems, Science and Software, Inc. (US3) to acquire necessary flow data to develop a model that will be used to perform sewer system analysis.

A hydraulic collection system model will be developed and calibrated to evaluate existing and future wastewater collection performance. The model will assess:

- Existing gravity sewer capacities
- Sewer shed performance
- Flow conveyance limitations
- System bottlenecks
- Future growth impacts
- Capacity utilization
- Regulatory compliance considerations

The analysis will incorporate projected development patterns, potential ADU growth, and population forecasts to evaluate future wastewater demands through the planning horizon. ***Civiltec*** will be sure to coordinate with the City's planning department to obtain the latest data regarding population and anticipated ADU growth within the service area.

Using model results and in close coordination with City sewer system staff, we will identify facilities approaching capacity limitations, evaluate overall system reliability, and develop recommendations for potential sewer system capital improvement program projects. Collaboration with City operations and maintenance personnel will be an important component of this effort to incorporate institutional knowledge, operational concerns, maintenance history, and known system performance issues into the evaluation process. Recommended capital improvement program projects will be prioritized based on risk, capacity needs, operational benefits, and implementation feasibility to support the City's long-term wastewater infrastructure planning objectives.

Hydraulic Modeling Tools and Technology

Hydraulic modeling will serve as a fundamental component of the City's long-term water and wastewater infrastructure planning efforts. As part of this project, separate calibrated hydraulic models will be developed for both the water distribution system and the wastewater collection system utilizing Autodesk's industry-leading modeling platforms, InfoWater Pro and InfoWorks ICM, respectively. These modeling platforms provide advanced analytical capabilities while allowing seamless integration with the City's GIS and asset management systems, Noble Systems, to support future updates and ongoing system management.

Civiltec is proposing to create its hydraulic water model for the City's water distribution system model utilizing InfoWater Pro. The final calibrated hydraulic water model will be used to evaluate system demands, pressures, fire flow capacity, storage operations, and overall system reliability under existing and future conditions.

Since the City is requesting both the water and sewer hydraulic models from the same vendor platform, the

wastewater collection system model will be created utilizing InfoWorks ICM. The final calibrated model will be used to assess sewer conveyance capacity, identify potential surcharge or bottleneck conditions, evaluate wet-weather system performance, and support future capital improvement planning.

Development of both models will include:

- Asset verification and reconciliation
- Integration of available GIS, operational, and system data
- Demand and flow allocation
- Calibration using available operational and flow monitoring data
- Existing condition and future condition simulations
- Identification of hydraulic deficiencies and operational constraints
- Evaluation of recommended capital improvements

The calibrated models will provide the City with powerful planning and operational tools to support future development, infrastructure replacement planning, operational decision-making, and long-term capital improvement programming.

Upon completion of the project, all model files, supporting documentation, technical memoranda, and training materials will be provided to the City. Hands-on training will also be conducted to ensure City staff can effectively utilize and maintain the models as living tools for ongoing system management and future planning efforts.

Team and operator check-in before testing.

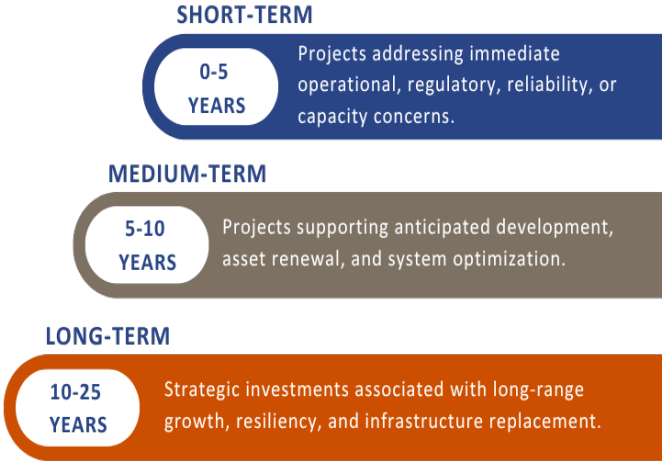
Capital Improvement Program Development

The master planning process culminates in the development of a comprehensive capital improvement program that transforms technical findings into an actionable implementation strategy.

For both water and sewer systems, recommended projects will include:

- Project description and purpose
- Deficiency addressed
- Planning-level cost estimate
- Recommended implementation timeframe
- Priority ranking
- Operational benefits

Projects will be organized into:



This structured approach allows the City to align infrastructure investments with available funding and evolving community needs as the City sees fit.

Coordination and Communication

A successful master planning effort requires continuous communication and collaboration. Our team will maintain proactive coordination with City staff through:

- Project kick-off meeting
- Monthly progress meetings
- Regular budget and schedule updates
- Review meetings for each technical memorandum
- Final City Council presentation

Meeting agendas, action items, and decision logs will be maintained throughout the project to ensure transparency and accountability.

We believe the best master plans are developed through partnership. By combining our technical expertise with the institutional knowledge of City staff, we will develop practical and implementable Water and Sewer System Facilities Master Plans that provide the City with a clear roadmap for infrastructure investment, operational reliability, and long-term system sustainability.

Proposed Water Master Plan Chapters

0. Executive Summary
1. Introduction
2. Study Area and Land Use
3. Water Demand Requirements
4. Existing Water System Analysis
5. Computer Model Hydraulic Analysis Development
6. Design Criteria
7. Existing Water System Evaluation
8. Future System Evaluation Based on Development Growth
9. Capital Improvement Program

Proposed Sewer System Facilities Master Plan Chapters

0. Executive Summary
1. Introduction
2. Study Area and Land Use
3. Wastewater Flow Projections
4. Existing Wastewater Collection System Evaluation
5. Computer Model Hydraulic Analysis Development
6. Design Criteria
7. Existing Wastewater Collection System Evaluation
8. Future Wastewater System Evaluation
9. Capital Improvement Program

Overall Deliverables

The City is requesting Technical Memorandum to be created and provided to the City for review throughout the development of each master plan. Below is a list of the Technical Memorandum ***Civiltec*** is envisioning to provide the City as part of the review process during the duration of the master plans for effective communication and transparency.

For Both Water Master Plan and Sewer Master Plans

Existing Data Analysis

- Will contain a summary of the different documents and existing data that will be provided to the winning consultant in preparation of the two separate master plans. This includes, but not limited to the existing General Plan, permits of ADU construction, studies on potential growth, past Sewer System Management

Plan (2022), 2007 Capacity Study, Urban Water Management Plans, 2016 Water Master Plan, etc.

- This will contain an "Existing Facilities" spreadsheet were we will show all the attributes related to the existing facilities in the water and sewer system to go over with City staff for confirmation and verification prior to starting the Existing Water Systems or Existing Wastewater Collection System Chapter write-ups.
- City will receive five (5) hard copies and one electronic copy (word/excel) to review.
- City comments will be incorporated into the Technical Memorandum for the final water master plan.

Existing Facilities Capacities and Reliability

- Will contain the initial capacity evaluation of the City's existing water facilities. This will be built off of the "Existing Data Analysis" Technical Memorandum.
- Will contain the initial capacity evaluation of the City's existing sewer facilities. This will be built off of the "Existing Data Analysis" Technical Memorandum.
- This Technical Memorandum will be created in accordance with final chapters of each corresponding master plan, as it will be critical for future demand projections and future reliability of the water and sewer systems.
- City will receive five (5) hard copies and one electronic copy (word/excel) to review.
- City comments will be incorporated into the technical memorandum for the final sewer master plan

For Water Master Plan Only

Comprehensive Water Master Plan Technical Memorandum #1

- This Technical Memorandum will contain the proposed drafted chapters (Chapter 2 and 3)

Comprehensive Water Master Plan Technical Memorandum #2

- This Technical Memorandum will contain the proposed drafted chapters (Chapter 4 and 6)
- This will contain information on the City's water system-related data summarized under the "Existing Data Analysis" Technical Memorandum that will be provided to the City earlier in the anticipated schedule.

Comprehensive Water Master Plan Technical Memorandum #3

- This Technical Memorandum will contain the proposed drafted chapters (Chapter 5, 7, and 8)

Comprehensive Water Master Plan Technical Memorandum #4

- This Technical Memorandum will contain the proposed drafted chapters (Chapter 0, 1, and 9)

The final water master plan will be a compilation of the comprehensive water master plan Technical Memorandum #1 through #4.

For Sewer Master Plan Only

Comprehensive Water Master Plan Technical Memorandum #1

- This Technical Memorandum will contain the proposed drafted chapters (Chapter 2 and 3)

Comprehensive Water Master Plan Technical Memorandum #2

- This Technical Memorandum will contain the proposed drafted chapters (Chapter 4 and 6)
- This will contain information on the City's sewer system-related data summarized under the "Existing Data Analysis" Technical Memorandum that will be provided to the City earlier in the anticipated schedule.

Comprehensive Water Master Plan Technical Memorandum #3

- This Technical Memorandum will contain the proposed drafted chapters (Chapter 5, 7, and 8)
- This will contain information on the City's sewer system-related data summarized under the "Existing Facilities Capacities and Reliability" Technical Memorandum that will be provided to the City earlier in the anticipated schedule.

Comprehensive Water Master Plan Technical Memorandum #4

- This Technical Memorandum will contain the proposed drafted chapters (Chapter 0, 1, and 9)

The final sewer master plan will be a compilation of the comprehensive water master plan Technical Memorandum #1 through #4.

Water Master Plan

Phase 1. Project Management and Project Meetings

Task 1 – Project Management

Civiltec will provide overall project management and coordination to ensure effective delivery of the Water System Plan. This task includes managing communication, tracking milestones and schedules, coordinating project team activities, and preparing monthly progress reports and updates to ensure alignment with the City's expectations.

Task 2 – Kick-off Meeting

Civiltec will arrange and conduct a kick-off meeting with the City to discuss the goals and priorities of the study, introduce project team members, existing operational issues and expected deliverables, key milestones, work plans including tasks and objectives, as well as strategies to coordinate efforts regarding public engagement, and schedule. It is preferred that the kick-off meeting be held in-person at City Hall.

It is anticipated that this kick-off meeting will involve the key members of our team and City operations and management personnel. Our experience shows that a thorough review of the system's components, operating procedures, and operating conditions is essential. This includes evaluating improvements implemented since the previous Water Master Plan, identifying unique features and operational challenges, assessing worst-case conditions experienced, and understanding where the City has identified the need for additional capacity or improved system performance.

Task 3 – Progress Meetings

The allocated hours include the Project Manager and her team's participation in monthly virtual progress meetings with City staff to review project status, address questions, and support key decisions. Agendas will be prepared in advance, and meeting notes and action items will be distributed following each meeting. Additional hours are included for coordination meetings, whether virtual or in person as needed, to address unforeseen issues or study challenges.

Task 4 – Presentations for Board of Directors

Once the final Water System Master Plan is drafted, ***Civiltec*** will facilitate adoption of the Water Master Plan by assisting in developing and delivering a focused presentation to the City's Board of Directors, City Officials, and general public highlighting major findings and proposed capital improvements. We will also be available to address questions and provide technical clarification during or after the public meeting to support the successful adoption of the Water Master Plan.

Phase 2. Data Collection and Site Visits

Task 1 – Request for Information (RFI)

Before the kick-off meeting, we will issue a comprehensive RFI including all data needed for the preparation of the Water Master Plan. The RFI will indicate the required information and the urgency of the information to the master planning effort. For this task, we will also organize all data and the most recent planning studies received from the City and provide an updated RFI spreadsheet for tracking purposes.

We will also provide an additional RFI spreadsheet with data focused on the existing water system infrastructure. This will be shared with the operator to jump-start the Water Master Plan effort to ensure we are aware of the latest additions or changes to the City's water system since its last Water Master Plan update. ***Civiltec*** will coordinate with the City to collect all field data or documentation that will benefit the construction of the City's hydraulic water model.

Task 2 – Data Collection Review and Site Visits

Review of the past Water Master Plan, past Urban Water Management Plans (UWMPs), the City's latest General Plan, SCADA records, operations/maintenance records, policies, projects, billing data, and data from existing resources is essential in updating the Water Master Plan. This task will be used to review all available data, records, and planning documents to ensure the Water Master Plan will be comprehensive of the water system.

Hours will be allocated for ***Civiltec*** to perform site visits to collect data and meet with City staff to review operating parameters, obtain data for hydraulic modeling purposes, and discuss and suggest any possible or potential project areas operation staff believe need improvements or additional development.

Task 3 – Field Fire Flow Test

Field testing will be performed at locations to be determined in coordination with City staff. It is understood that ***Civiltec*** will be on-site for one day for field data collection throughout various locations

within the City's service area to perform field fire flow testing. ***Civiltec*** will provide the City with assistance in selecting optimal locations for gathering the data needed for calibration purposes. We will work with City staff to obtain available system operation parameters at the time of each flow test (i.e., pumps on/off and reservoir levels).

Task 4 – Design and Planning Criteria
Early in the planning process, ***Civiltec*** will prepare a memorandum summarizing the City's current Design Criteria and Planning Criteria. We will review these criteria to confirm that this update remains consistent with those used in the previous Water Master Plan. If the City elects to revise its criteria, we will research prior planning efforts, applicable industry standards, and compliance requirements, and present our findings for discussion before initiating any system analysis.

We will work with City staff to establish and adopt the Design Criteria and Planning Criteria to be used as a baseline for determining the adequacy of existing infrastructure. This Technical Memorandum will be incorporated as its own chapter in the overall Water System Master Plan update effort.

- Design Criteria deals with parameters related to the proper sizing and configuration of infrastructure from a hydraulic point of view. The concepts of system performance, system redundancy, regulatory compliance, and emergency preparedness will be built into the criteria.
- Planning Criteria deals with parameters related to cyclical infrastructure refurbishment or replacement due to age and condition. The primary concern of Planning Criteria is to establish the practical service life of each system component and a performance indicator to verify whether maintenance or replacement will result in an economic benefit. These performance indicators may include efficiency, reliability, and maintenance history.

Phase 3. Existing Data Analysis

Task 1 – Land Use Analysis
We will acquire and review the latest Southern California Association of Governments (SCAG) Land Use Database for Los Angeles County (Data from 2024) with regard to those parcels served by the City. The SCAG Land Use Database uses a Modified Anderson Land Use Classification System, which represents actual and specific land use based on aerial survey. An analysis of actual land use will reveal the number and type of vacant parcels to distinguish between the various permitted land uses. We will identify potential development parcels for future system analysis.

Task 2 – Population Analysis
Based on publicly available data from the UWMP, United States Census, the California Department of Finance (DOF), and the SCAG, we will develop a model for population growth for the next 25 years.

Phase 4. Water Demands

Task 1 – Analyze Demand Data
Civiltec will review the City's available historical water consumption to determine current water system demands. We will analyze demands for each pressure zone as well as on an overall basis for future planning evaluations.

Task 2 – Water Duty Factors and Peaking Factors
After the land use analysis is complete, ***Civiltec*** will re-evaluate the water demand factors calculated in the previous Water Master Plan by utilizing recent consumption data per water customer type and available GIS parcel data. After reviewing the results with the City, we will revise the previous water duty factors, as needed, to reflect pending developments. ***Civiltec*** will develop peaking factors comparing observed MDD and PHD to ADD.

Task 3 – Water Demand Projections
Civiltec will develop water demand projections for current and future conditions in 5-year increments until the year 2050. Both years 2045 and 2050 are widely accepted as ultimate build out year as established by Regional Planning. We will utilize population projections based on discussions with the City to assist in the development of future water demand projections. The growth projections and input from the City planning department will be used to develop water demand projections.

Task 4 – Diurnal Curves Based on Demands
Civiltec will develop diurnal demand curves to represent hourly variations in system water demand over a typical operating day for use in hydraulic modeling and system evaluation. The diurnal curves will be used to better characterize peak demand patterns, system peaking behavior, and operational fluctuations beyond average and maximum day conditions.

The development of the diurnal curves will be based on available system demand data provided by the City, including historical production records, meter data, or other relevant operational datasets. It is assumed that the City will provide sufficient data to support the development of representative diurnal patterns for appropriate customer classes and/or system-wide demand conditions. These curves will be incorporated into the hydraulic model to support PHD simulations and more refined operational analyses of system performance.

Phase 5. Hydraulic Water Modeling

Task 1 – Construct Hydraulic Water Model

Civiltec understands that the City requires the consultant to construct its hydraulic water model from scratch. Because no existing GIS-based water system database is currently available, the model will be constructed using available CAD files, atlas maps, as-built drawings, record documents, and other pertinent system information provided by the City. The model development effort will include the compilation, review, and conversion of available mapping information into a digital hydraulic network representation incorporating pipelines, storage reservoirs, pump stations, pressure regulating facilities, control valves, and other major system components. Existing operational criteria, pressure zones, and system operating conditions will also be incorporated into the model setup.

Task 2 – Steady State Calibration

Following model construction, the hydraulic model will be calibrated under steady-state operating conditions to reasonably replicate existing system performance. Calibration will utilize available operational, in-field fire flow test (Phase 2, Task 3), and field data provided by the City, including system pressures, flow records, tank levels, pump operations, and any other available monitoring information. Model calibration adjustments may include refinements to pipe roughness coefficients, valve settings, and operational controls to improve agreement between simulated and observed system conditions. The calibrated model will serve as the basis for evaluating existing and future system performance scenarios.

Task 3 – Demand Allocation

Civiltec will use billing data to allocate demands across the system. We will organize the available billing data per year over the study period as well as an overall average per billing data account (meter). Once the data is organized as such, we will allocate the demands in the hydraulic model in a general distribution format and identify top users based on billing data.

Allocation Method: General Distribution of Demands while Identifying Top 10 to 15% Users. We would identify the top 10 to 15% users and work with City staff to determine the address of these specific billed meters. These specific demands would be allocated to the nearest node in the constructed model, and then the remaining demands would be distributed evenly among the demand nodes programmed.

Task 4 – Steady State Simulation Analysis

The calibrated hydraulic model will be utilized to perform steady state simulation analyses under a range of existing and projected operating conditions. Model simulations will evaluate system pressures, pipeline velocities, storage utilization, pump operations, and available fire flow throughout the distribution system under ADD, MDD, PHD, and MDD+FF conditions. The simulation results will be used to identify hydraulic deficiencies, operational constraints, low-pressure areas, high-pressure zones, and potential capacity limitations within the water distribution system.

To further assess system reliability and redundancy, additional analyses will include pipe outage and pipe break simulations to identify vulnerable system segments, operational bottlenecks, and areas with limited hydraulic redundancy. Findings from the hydraulic evaluations will support the development of recommended system improvements and future capital improvement projects to enhance long-term system reliability, operational performance, and infrastructure resilience.

Task 5 – InfoWater Pro Training

Following completion of the Water System Master Plan and calibration effort, an InfoWater Pro training workshop will be conducted for designated City staff to provide instruction on the operation and application of the hydraulic model. The training will consist of a minimum of eight (8) hours of hands-on instruction and will include an overview of the model structure, model assumptions, demand allocation methodology, operational controls, calibration approach, and simulation procedures. Training topics will also include model navigation, editing system components, updating demands and infrastructure information, running hydraulic simulations, reviewing model results, and maintaining the model database for future planning and operational use. The workshop will be conducted using the finalized calibrated hydraulic model developed as

part of this project to provide City staff with practical experience and familiarity with the model platform and functionality.

Phase 6. Distribution Water System Analysis

Task 1 – Production Infrastructure Analysis

Civiltec will evaluate the City's existing water production and supply infrastructure, including groundwater wells, imported water connections, transmission mains, and associated supply facilities, to assess available supply capacity and operational reliability under projected demand conditions. The analysis will review existing production capabilities and the ability of the production infrastructure to reliably meet current and future system demands. Existing transmission facilities conveying water from supply sources into the distribution system will also be evaluated to identify potential capacity limitations and operational constraints.

Task 2 – Booster Pumping Analysis

Under this task, we will evaluate the performance and operational reliability of the City's booster pumping facilities serving the water distribution system. The analysis will include a review of available pump performance data, manufacturer pump curves, operational records, and system operating conditions to assess pumping capacity and operational efficiency at each booster pump station facility to meet projected demand and pressure requirements. The evaluation will identify possible operational deficiencies and aging infrastructure concerns that may affect the ability to maintain a reliable system operation under existing and future demand conditions.

Task 3 – Storage Analysis

We will evaluate the City's existing water storage facilities to assess available operational, equalization, fire flow, and emergency storage capacity relative to existing and projected system demands. Existing storage capacity will be evaluated to determine whether current facilities adequately support system reliability, emergency preparedness, and fire protection requirements under existing, near-term, and long-term demand conditions.

Task 4 – Additional Supply Source and Emergency Interconnection Analysis

Civiltec will evaluate the City's additional water supply sources and emergency interconnections to assess system redundancy, emergency preparedness, and supplemental supply reliability. The analysis will identify and document all emergency and backup supply infrastructure, including interconnections with neighboring water agencies. For each supply source or interconnection, the evaluation will summarize facility location, flow direction, available capacity, operational limitations, governing agreements (if available from the City), and historical usage information. The assessment will also evaluate the ability of these facilities to supplement system demands during emergency, outage, or peak demand conditions.

Phase 7. Future Water System Analysis

Task 1 – Near-Term Water Analysis

The calibrated hydraulic water model will be utilized to evaluate near-term water system performance based on projected growth, anticipated development, and planned system demands within the City's planning horizon. Near-term demand projections and planned infrastructure improvements will be incorporated into the hydraulic model to assess system performance under projected operating conditions. The analysis will identify potential hydraulic deficiencies, operational constraints, and localized capacity limitations that may occur under near-term buildout conditions.

Task 2 – Long-Term Water Analysis

Future water demands will be projected and allocated throughout the distribution system based on anticipated land use growth, planned development areas, and projected population increases provided by the City or identified in applicable planning documents. Hydraulic simulations will be conducted to evaluate long-term system performance under various demand scenarios and operating conditions. The analysis will identify future pressure deficiencies, transmission constraints, storage limitations, and operational challenges that may impact the reliability and capacity of the water distribution system at ultimate buildout conditions.

Task 3 – Long-Term Infrastructure Recommendations

Based on the results of the near-term and long-term hydraulic analyses, recommendations for future water system infrastructure improvements will be developed to address identified deficiencies and support projected system demands. Recommended improvements may include new transmission and distribution pipelines, storage facilities, pump station improvements, pressure zone modifications, pressure regulating facilities, and other operational or capacity-related improvements necessary to maintain system reliability and regulatory performance criteria. Improvement recommendations will be prioritized based on system needs, operational benefits, and implementation timing considerations to support future capital improvement planning and

phased system expansion under the capital improvement program phase (Phase 8).

Phase 8. Capital Improvement Program Development

Task 1 – Identify Deficiencies

Based on hydraulic evaluation and water system analysis, we will identify system deficiencies and recommend mitigation as a series of projects and programs. Each project or program will be discussed individually and include a description, justification, priority, phasing, cost estimate, and map showing its extent. As applicable, project descriptions may also include opportunities for synergy, alternative solutions, qualification for alternative funding options, and recommendations for field verification or further study.

We will prepare a prioritized capital improvement project list of water system improvements categorized as high, medium, or low priority, in coordination with the City's team. In collaboration with City staff, we will ensure capital improvement projects address water system needs, including upgrades, renewal, replacement, and facility improvements.

If a proposed project needs to be placed in a category other than those identified, we will coordinate with the City to ensure the Water Faci Master Plan update includes a comprehensive and appropriately categorized list of capital improvement projects.

Task 2 – Cost Estimate Framework

Civiltec will develop a cost estimate framework to support the capital improvement project planning-level evaluation. The framework will establish consistent assumptions for typical improvements, such as pipe replacement/upsize, new mains, additional booster pumps, pressure reducing valve modifications, etc. We will define a cost estimate framework for unit costs, contingencies, and escalation assumptions to discuss with the City prior to finalizing estimates.

This task is intended to provide potential planning costs and is not intended to replace detailed engineering cost estimates.

Task 3 – Prioritization and Presentation of the Capital Improvement Program

Civiltec will prepare a presentation summarizing model findings, identified deficiencies, and recommended capital improvement projects. Once the capital improvement projects are displayed graphically, our team, along with City staff, will be able to discuss together how to potentially combine some projects for constructability purposes. We will evaluate and recommend based on priority. We will provide a tabular format budget that would detail justifications. Communication and collaboration between the City and ***Civiltec*** will be critical for this task.

The presentation will be suitable for staff review and public-facing meetings, and will include clear figures, maps, and key takeaways based on the City's input.
We will present the capital improvement program in tabular form by type in accordance with the City's preferences for organization and budgeting.

Task 4 – Develop 5-year, 10-year, and 25-year Capital Improvement Program Schedule

Civiltec will prepare comprehensive 5-year, 10-year, and 25-year capital improvement projects schedules to implement the recommendations of the Water Master Plan. The capital improvement projects schedules will prioritize, phase, and develop planning-level cost estimates for capital improvements necessary to maintain regulatory compliance, ensure system reliability, accommodate projected growth, water system operation needs, and enhance long-term resiliency.

Phase 9. Water Master Plan Preparation

Task 1 – Draft Water Master Plan Report

To facilitate a phased review process and allow for City input throughout preparation of the Water Master Plan, ***Civiltec*** will prepare and submit four (4) separate Technical Memorandum during the course of the project. Each Technical Memorandum will contain a combination of relevant chapters and technical analyses associated with specific project phases and planning elements. The Technical Memoranda will be provided in Microsoft Word format and PDF format for City review and comment before compilation into the complete draft Water Master Plan document.

Civiltec will coordinate with the City to address comments and incorporate revisions, as necessary, following review of each Technical Memorandum. Upon completion of the Technical Memorandum review process, all chapters, analyses, exhibits, and appendices will be consolidated into a comprehensive draft Water Master Plan report. The complete draft report will be submitted electronically in both PDF and Microsoft Word formats to facilitate City review and comment, with sufficient time incorporated into the project schedule for review and feedback.

Task 2 – Final Water Master Plan Report

The Final Water Master Plan will incorporate revisions and comments provided by the City during review of the Technical Memoranda and draft Water Master Plan report to ensure accuracy, clarity, and consistency with the City's objectives and planning criteria. ***Civiltec*** will prepare and submit a comprehensive final Water Master Plan in electronic PDF format, including all supporting exhibits, figures, appendices, and technical documentation. Electronic deliverables will also include original Microsoft Word and Microsoft Excel files, GIS mapping files, and hydraulic model data files developed as part of the project.

Physical deliverables will include ten (10) printed and bound copies of the final Water Master Plan, including all corresponding appendices and supporting documentation. A USB drive containing all calculations, technical data, model files, GIS data, and supporting electronic documentation associated with the Water Master Plan will also be provided as part of the final project submittal.

Civiltec's Approach for Water at a Glance

1. Kick-off & Research

- Attend Kick-off Meeting in Person
- Request Information
- Review Documents and Data

2. Field Investigation

- Field Investigations with Operators to Learn the Water System
- Perform In-Field Fire Flow Tests
- Obtain Max Days

3. Demand Analysis

- Review Billing Data
- Sort Data Utilizing Pivot Tables
- Develop Peaking Factors
- Develop Diurnal Curves for Pressure Zones (and per Water User Type if approved)
- Develop Demand Projections

4. Potable Water Model Update

- Convert Existing Atlas/CAD Files to Geodatabase Files
- Fill in Attributes Based on Available Data
- Create Baseline Scenario
- Check Grid Connectivity
- Review/Update Elevations using DEM

5. Scenario Development

- Allocate Demands Using Best Practices
- Create Various Data Sets
- Create Various Steady State Modeling Scenarios

6. Calibration Effort

- Fire Flow Tests
- System Pressure Transmitter Reads
- Control Valve Settings
- Discussions with Operators to Review Trouble Areas

7. Identifying Deficiencies

- Run Various Steady State Scenarios
- Utilize the City's Design Criteria to Determine Deficiencies in the System
- Evaluate Existing and Future Water System Deficiencies

8. CIP and Schedule

- Cost Estimating Framework
- Capital Improvement Program Prioritization (optional)
- Capital Improvement Program (5, 10, and 25-year horizon) Schedule

9. Deliverables

- Technical Memorandums Containing Drafted Chapters, Final Water Master Plan, Corresponding Appendices, etc.
- All Supporting Spreadsheet Analysis and Data Files
- Fully Calibrated InfoWater Pro Water Model

Sewer System Facilities Master Plan

Phase 1. Project Management and Project Meetings

Task 1 – Project Management

Civiltec will provide overall project management and coordination to ensure effective delivery of the Water Master Plan. This task includes managing communication, tracking milestones and schedules, coordinating project team activities, and preparing monthly progress reports and updates to ensure alignment with the City's expectations.

Task 2 – Kick-off Meeting

Civiltec will arrange and conduct a kick-off meeting with the City to discuss the goals and priorities of the study, introduce project team members, existing operational issues and expected deliverables, key milestones, work plan including tasks and objectives, as well as strategies to coordinate efforts regarding public engagement, and schedule. It is preferred that the kick-off meeting be held in-person at City Hall.

It is anticipated that this kick-off meeting will involve the key members of our team and City operations and management personnel. Our experience shows that a thorough review of the system's components, operating procedures, and operating conditions is essential. This includes evaluating improvements implemented since the previous Water Master Plan, identifying unique features and operational challenges, assessing worst-case conditions experienced, and understanding where the City has identified the need for additional capacity or improved system performance.

Task 3 – Progress Meetings

The allocated hours include the Project Manager and her team's participation in monthly virtual progress meetings with City staff to review project status, address questions, and support key decisions. Agendas will be prepared in advance, and meeting notes and action items will be distributed following each meeting. Additional hours are included for coordination meetings, whether virtual or in person as needed, to address unforeseen issues or study challenges.

Task 4 – Presentations for Board of Directors

Once the final Sewer System Facilities Master Plan is drafted, ***Civiltec*** will facilitate adoption of the Sewer System Facilities Master Plan by assisting in developing and delivering a focused presentation to the City Board of Directors, City Officials, and general public highlighting major findings and proposed capital improvements. We will also be available to address questions and provide technical clarification during or after the public meeting to support the successful adoption of the sewer master plan.

Phase 2. Data Collection and Site Visits

Task 1 – Request for Information (RFI)

Before the kick-off meeting, we will issue a comprehensive RFI including all data needed for the preparation of the Sewer System Facilities Master Plan. The RFI will indicate the required information and the urgency of the information to the master planning effort. For this task, we will also organize all data and the most recent planning studies received from the City and provide an updated RFI spreadsheet for tracking purposes.

We will also provide an additional RFI spreadsheet with data focused on the existing water system infrastructure. This will be shared with the operator to jump-start the creation of the Sewer System Facilities Master Plan. ***Civiltec*** will coordinate with the City to collect all field data or documentation that will benefit the update of the City's sewer model.

Task 2 – Data Collection Review and Site Visits

Review of existing City planning documents, technical reports, and operational records is essential to support development of the Sewer System Facilities Master Plan. This includes evaluation of the City's most recent 2022 Sanitary Sewer Management Plan, the City's General Plan, SCADA data, operations and maintenance records, existing policies and procedures, previously implemented capital improvement projects, billing data, and other available system information. This task will ensure that all relevant data sources are incorporated into a comprehensive understanding of the sanitary sewer collection system and its planning context.

This task also includes coordination and site visits by ***Civiltec*** staff to collect field information, verify system conditions, and meet with City operations and maintenance personnel. During these visits, operational parameters will be reviewed, additional data required for hydraulic modeling will be identified and obtained, and potential system deficiencies or improvement opportunities will be discussed based on staff input and field observations.

Task 3 – Flow Monitoring Services

Flow monitoring services will be performed by our subconsultant, US3, to collect wastewater flow data necessary to support hydraulic model calibration,

flow projection verification, and system performance evaluation. The monitoring program will include the installation, operation, and maintenance of temporary flow monitoring equipment at selected locations throughout the wastewater collection system, including major trunk sewers, basin boundaries, and targeted areas of interest.

Continuous flow monitoring data will be collected over an anticipated monitoring period to capture both dry-weather and wet-weather conditions. Services will include equipment installation, routine inspection and maintenance, data validation, and quality assurance/quality control (QA/QC) procedures to ensure reliable and accurate data collection. Rainfall data will be collected concurrently to support infiltration and inflow (I / I) evaluation.

Collected flow data will be processed and analyzed to develop representative flow characteristics, peaking factors, and diurnal flow patterns for use in the sewer system hydraulic model and master planning effort. A Technical Memorandum summarizing monitoring locations, methodologies, data findings, and flow analysis results will be prepared upon completion of the monitoring program.

Task 4 – Design and Planning Criteria

Civiltec will develop and document the Design and Planning Criteria to be used for evaluation of the City's sanitary sewer collection system as part of the Sewer System Facilities Master Plan. These criteria will establish the technical basis for assessing existing system capacity and identifying future infrastructure needs under existing, near-term, and long-term (build-out) conditions.

The Design and Planning Criteria will be developed in coordination with the City and will reflect applicable regulatory requirements, industry standards, and established engineering practices for sanitary sewer systems. Criteria will include, at a minimum, design flow methodologies, peaking factors, I /I assumptions, minimum and maximum velocity requirements, allowable pipe capacity thresholds, manhole surcharge criteria, and freeboard or allowable depth-to-diameter limits under peak wet weather flow conditions.

The criteria will also define hydraulic modeling assumptions, including flow allocation methods, tributary area delineation, and demand characterization for sanitary sewer flows. These standards will be used consistently throughout the sewer system evaluation to ensure uniformity in analysis, identification of deficiencies, and development of recommended capital improvement projects.

Phase 3. Existing Data Analysis

Task 1 – Land Use Analysis

We will acquire and review the latest Southern California Association of Governments (SCAG) Land Use Database for Los Angeles County (Data from 2024) with regard to those parcels served by the City. The SCAG Land Use Database uses a Modified Anderson Land Use Classification System, which represents actual and specific land use based on aerial survey. An analysis of actual land use will reveal the number and type of vacant parcels to distinguish between the various permitted land uses. We will identify potential development parcels for future system analysis.

Task 2 – Population Analysis

Based on publicly available data from the Urban Water Management Plan, United States Census, the California (DOF), and the (SCAG), we will develop a model for population growth for the next 25 years.

Phase 4. Wastewater Flow Projections

Task 1 – Wastewater Flow Analysis

Civiltec will evaluate existing wastewater flows within the City's gravity-fed wastewater collection system using available flow monitoring data, billing records, land use information, population data, and corresponding historical planning documents. Existing average day, maximum day, and peak wet weather flow conditions will be estimated by sewer shed and major drainage basin to establish baseline wastewater loading conditions for the sewer model. The analysis will also consider historical flow trends, (I/I) indicators, and projected land use conditions identified in the City's General Plan and planned development areas.

Task 2 – Dry and Wet Weather Flow Ratios and Peaking Factors

Civiltec will develop dry weather peaking factors and wet weather flow ratios for use in the hydraulic sewer model and future capacity evaluations. Peaking factors will be established based on industry standards, available monitoring data, sewer basin characteristics, and the operational history of the City's collection system. Wet weather response factors will be evaluated to estimate potential increases in flow resulting from rainfall-dependent I/I. These factors will be incorporated into both existing and future condition model simulations.

Phase 5. Sewer Modeling

Task 1 – Construct Sewer Model

We will develop a comprehensive hydraulic sewer model of the City's gravity-fed wastewater collection system using InfoWorks ICM software. The model will incorporate available GIS data, sewer atlas mapping, record drawings, manhole information, pipe characteristics, and available operational records. The model will include gravity sewer mains, manholes, and key system connections necessary to evaluate hydraulic performance throughout the collection system. Model development will include assignment of wastewater loading, delineation of sewer basins, and establishment of existing system operating conditions.

Task 2 – Calibrate Sewer Model

After the construction of the sewer model, ***Civiltec*** will calibrate the hydraulic model using available flow monitoring data (obtained under Phase 2, Task 3), operational records, maintenance history, and known system performance characteristics. Calibration efforts will focus on matching modeled flow depths and flow rates to observed system behavior under representative dry weather and wet weather conditions to the extent data is available. Model parameters may be adjusted as necessary to achieve reasonable agreement between modeled and observed conditions for planning-level analysis.

Task 3 – Simulation Analysis

Civiltec will perform hydraulic simulations of the wastewater collection system under existing and projected future flow conditions. The analysis will evaluate pipe capacities, surcharge conditions, hydraulic bottlenecks, and operational deficiencies throughout the gravity sewer network. Simulation scenarios may include average dry weather flow, peak dry weather flow, and peak wet weather flow conditions to identify system limitations and prioritize future improvements.

Task 4 – InfoWorks ICM Training

As requested, ***Civiltec*** will provide introductory training to designated City staff on the use and functionality of the InfoWorks ICM hydraulic model. Training will include an overview of model structure, navigation, input data organization, simulation setup, and review of model results. The purpose of the training will be to familiarize City staff with the model framework and support future system planning and operational understanding.

Phase 6. Wastewater Collection System Evaluation

Task 1 – Existing Wastewater Collection System Evaluation

Civiltec will evaluate the overall condition and hydraulic performance of the City's existing gravity-fed wastewater collection system using available GIS information, maintenance records, Sewer System Facilities Management Plan documentation, CCTV inspection data (if available), and results from the hydraulic model analysis. The evaluation will identify known operational concerns, recurring maintenance issues, capacity constraints, and areas potentially susceptible to infiltration and inflow or surcharge conditions.

Task 2 – Gravity Sewer Main Capacity Analysis

Civiltec will perform a capacity analysis of the City's gravity sewer mains using the calibrated hydraulic model. The analysis will evaluate pipe utilization and available capacity under existing and projected flow conditions. Sewer mains operating near or above acceptable planning criteria will be identified for further review and consideration of future improvements. The evaluation will focus on identifying hydraulic deficiencies, undersized pipelines, and potential system bottlenecks affecting overall collection system performance.

Phase 7. Future Wastewater Collection System

Task 1 – Near-Term Wastewater Analysis

Civiltec will evaluate projected near-term wastewater flows associated with anticipated development, redevelopment, and planned land use changes within the City. The analysis will incorporate available planning data, projected population trends, and anticipated changes in wastewater generation to assess the impacts on the existing wastewater collection system under interim planning horizon conditions.

Task 2 – Long-Term Wastewater Analysis

In addition to the near-term wastewater analysis, ***Civiltec*** will evaluate long-term wastewater flow projections based on the City's General Plan, anticipated buildout conditions, demographic projections, and future land use assumptions. Future flow projections will be incorporated into the hydraulic model to evaluate the long-term capacity and performance of the gravity sewer system under projected ultimate buildout conditions.

Task 3 – Long-Term Infrastructure Recommendations

Based on the hydraulic modeling and collection system evaluations, we will develop planning-level recommendations for future wastewater collection system improvements necessary to maintain acceptable

system performance under projected future conditions. Recommendations may include gravity sewer upsizing, replacement of deficient pipelines, manhole improvements, rehabilitation projects, and other capital improvements intended to improve system reliability, hydraulic capacity, and long-term operational performance. Planning-level opinions of probable construction costs will be prepared for recommended capital improvement projects.

Phase 8. Capital Improvement Program Development

Task 1 – Identify Deficiencies

Civiltec will use the calibrated sewer hydraulic model and established planning criteria to identify existing and future deficiencies within the City's gravity-fed wastewater collection system. This task will include evaluating gravity sewer mains, manholes, and other gravity collection system components under applicable dry weather and wet weather flow scenarios. Model results will be reviewed to identify capacity constraints, surcharging, excessive depth-to-diameter ratios, insufficient freeboard, high-velocity conditions, bottlenecks, and other hydraulic or operational deficiencies. Identified deficiencies will be documented and mapped to support development of targeted capital improvement projects, including gravity sewer main upsizing, rehabilitation, replacement, manhole improvements, and other system upgrades needed to improve conveyance capacity, reliability, and long-term performance.

Task 2 – Cost Estimate Framework

Civiltec will develop a cost estimate framework to support planning-level evaluation of recommended wastewater collection system capital improvement projects. The framework will establish consistent assumptions for typical gravity sewer system improvements, including gravity sewer replacement or upsizing, new sewer mains, manhole rehabilitation or replacement, pipeline rehabilitation, bypass pumping, traffic control, pavement restoration, and other appurtenant work. We will define planning-level unit costs, contingency factors, engineering and administrative allowances, and escalation assumptions for review with the City before finalizing capital improvement projects cost estimates.

This task is intended to provide consistent planning-level costs for budgeting, prioritization, and phasing purposes and is not intended to replace detailed engineering cost estimates prepared during final design.

Task 3 – Prioritization and Presentation of the Capital Improvement Projects

Civiltec will prepare a presentation summarizing model findings, identified deficiencies, and recommended capital improvement projects. Once the capital improvement projects are displayed graphically, our team, along with City staff, will be able to discuss together how to potentially combine some projects for constructability purposes. We will evaluate and recommend based on priority. We will provide a tabular format budget that would detail justifications. Communication and collaboration between the City and ***Civiltec*** will be critical for this task.

The presentation will be suitable for City staff review and public-facing meetings, and will include clear figures, maps, and key takeaways based on the City's input.

We will present the capital improvement projects in tabular form by type in accordance with the City's preferences for organization and budgeting.

Task 4 – Develop 5-year, 10-year, and 25-year CIP Schedule

Civiltec will prepare comprehensive 5-year, 10-year, and 25-year capital improvement project schedules to implement the recommendations of the Sewer System Facilities Master Plan. The capital improvement project schedules will prioritize, phase, and develop planning-level cost estimates for capital improvements necessary to maintain regulatory compliance, ensure system reliability, accommodate projected growth, wastewater system operation needs, and enhance long-term resiliency.

Phase 9. Sewer System Facilities Master Plan Preparation

Task 1 – Draft Sewer System Facilities Master Plan Report

To facilitate a phased review process and allow for City input throughout preparation of the Sewer System Facilities Master Plan, ***Civiltec*** will prepare and submit four (4) separate Technical Memoranda during the course of the project. Each Technical Memorandum will contain a combination of relevant chapters and technical analyses associated with specific project phases and planning elements. The Technical Memoranda will be provided in Microsoft Word format and PDF format for City review and comment before compilation into the complete draft Sewer System Facilities Master Plan document.

Civiltec will coordinate with the City to address comments and incorporate revisions, as necessary, following review of each Technical Memorandum. Upon completion of the Technical Memorandum review process, all chapters, analyses, exhibits, and appendices will be consolidated into a comprehensive draft Sewer System Facilities Master Plan report. The complete draft report will be submitted electronically in both PDF and Microsoft Word formats to facilitate City review and comment, with sufficient time incorporated into the project schedule for review and feedback.

Task 2 – Final Sewer System Facilities Master Plan Report
The Final Sewer System Facilities Master Plan will incorporate revisions and comments provided by the City during review of the Technical Memoranda and draft Sewer System Facilities Master Plan report to ensure accuracy, clarity, and consistency with the City's objectives and planning criteria. ***Civiltec*** will prepare and submit a comprehensive Final Sewer System Facilities Master Plan in electronic PDF format, including all supporting exhibits, figures, appendices, and technical documentation. Electronic deliverables will also include original Microsoft Word and Microsoft Excel files, GIS mapping files, and sewer model data files developed as part of the project.

Physical deliverables will include ten (10) printed and bound copies of the Final Sewer System Facilities Master Plan, including all corresponding appendices and supporting documentation. A USB drive containing all calculations, technical data, model files, GIS data, and supporting electronic documentation associated with the Sewer System Facilities Master Plan will also be provided as part of the final project submittal.

Civiltec's Approach for Sewer at a Glance

1. Kick-off & Research

- Attend Kick-off Meeting in Person
- Request for Information
- Review Previous Sewer System Facilities Master Plan, Sewer Evaluation and Other Related Documents for Sewer
- Establish Sewer Flow Criteria

2. Field Investigation

- Field Investigations with Sewer Operators
- Flow Monitoring Services – In Field

3. Wastewater Flow Projections

- Analyze Historical Wastewater Flows
- Develop Per Capita and EDU Flow Factors
- Estimate ADWF, MDDWF, PDDWF
- Estimate Wet Weather Peak Flows and Peaking Factors

4. Sewer Model Update

- Convert Existing Files to Update Newest Sewer Modeling Files (InfoWorks ICM Sewer)
- Create a GIS-compatible Sewer Model
- Incorporate Available Sewer Data
- Provide training to City staff

5. Sewer System Evaluation

- Delineate Sewer Sheds
- Evaluate Gravity Main Capacities
- Assess Existing and Future Capacity deficiencies

6. Calibration Effort

- Utilizing Flow Monitoring Data
- Adjusting Parameters (base loads, iurnal patterns, pipe roughness)
- Segmenting System
- Create Dry and Wet Weather Scenarios

7. Identifying Deficiencies

- Run Sewer Model Scenarios
- Utilize City Design Criteria to Determine Deficiencies in the System
- Evaluate Existing and Future Water System Deficiencies

8. Capital Improvement Program and Schedule

- Cost Estimating Framework
- Capital Improvement Program Prioritization
- Capital Improvement Program (5, 10 and 25-year horizon) Schedule

9. Deliverables

- Technical Memorandums Containing Drafted Chapters, Final Sewer System Facilities Master Plan, Corresponding Appendices, etc.
- All Supporting Spreadsheet Analysis and Data Files
- Fully Calibrated InfoWorks ICM Model for Sewer Analysis.

Company Profile

Established in 1986 as a "C Corporation", ***Civiltec*** built a reputation for innovative, cost-effective engineering solutions that support sustainable infrastructure to enhance community resilience. We continue to serve communities within six offices supported by 59 top-notch professionals in Upland, Monrovia (headquarters), and Fullerton, CA and Peoria, Phoenix, and Prescott, AZ. Our diverse team is dedicated to early communication and troubleshooting, ensuring the avoidance of potential construction delays and cost overruns. Our corporate leadership consists of five industry-leading professionals: W. David Byrum, PE, President; Chris Dusza, PE, CFM, Vice President; C. Shem Hawes, PE, Principal; David Song, PE, Principal; and Andrew Shroads, PE, CFM, Principal.

"The Civiltec perk is that we are not too big or small meaning we can be there as needed in an efficient and affordable fashion to guarantee depth, quality, and adherence to schedules and budgets."

W. David Byrum, PE - President

48 Years in Engineering | 33 Years with Civiltec

Chris Dusza, PE, CFM - Vice President

32 Years in Engineering | 29 Years with Civiltec

David Song, PE - Principal, Principal Engineer

22 Years in Engineering | 20 Years with Civiltec

Shem Hawes, PE - Principal, Principal Engineer

24 Years in Engineering | 19 Years with Civiltec

Andrew Shroads, PE, CFM - Principal, Sr. Project Manager

19 Years in Engineering | 19 Years with Civiltec

SERVICES

WATER ENGINEERING
SINCE 1992

WASTEWATER ENGINEERING
SINCE 1996

ELECTRICAL/CONTROLS ENGINEERING
SINCE 2018

TRANSPORTATION ENGINEERING
SINCE 2018

DRAINAGE ENGINEERING
SINCE 1996

CIVIL ENGINEERING
SINCE 1986

CONSTRUCTION MANAGEMENT
SINCE 1986

SURVEYING AND MAPPING
SINCE 1986

Office location that will lead the work

MONROVIA OFFICE (HQ)

605 E. Huntington Drive, Suite 206, Monrovia, CA 91016
P: 626.357.0588

Value Added Experience in Project Management

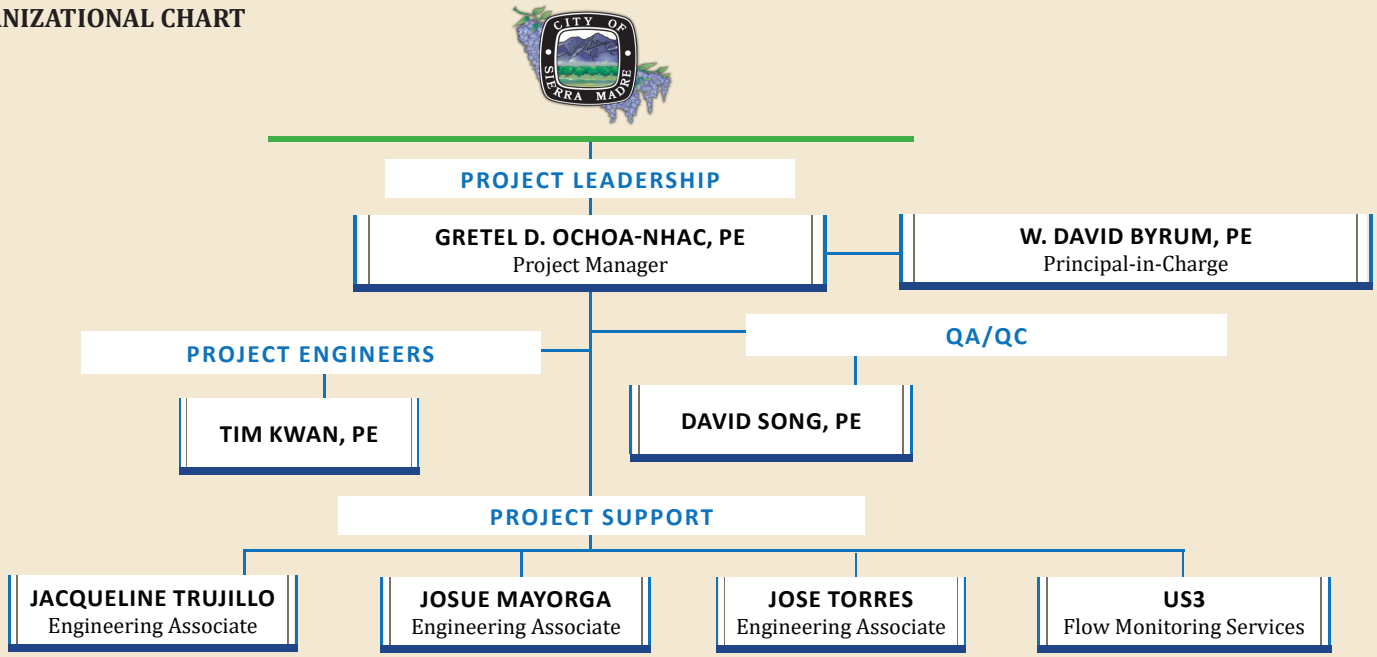
Providing quality project management and professional surveying and engineering is our focus on every project. We strive to achieve a balance between form and function, budgets and best solutions, and passion and practicality. Knowledge and communication are what we believe to be the foundation for successful problem avoidance and decisive problem resolution. ***Civiltec*** promotes thorough decision-making processes based on the consensus of ideas and information from the entire team. This helps to ensure that sound and intelligent recommendations and solutions are identified so the project has the best chance for success.

We utilize the most up to date technologies to manage the production of our projects simultaneously. Based on man-hour estimates and staff availability, project schedules are established for every task using Microsoft Project. These schedules are used to communicate with our clients and staff, so all expectations and budgets are met. To ensure project resource availability we conduct weekly project manager meetings to review project status and resource utilization.

Qualifications of Personnel

Personnel in our Monrovia office are experienced surveyors, public works engineers, construction managers and qualified observation staff with combined 399 years of technical experience. Our proposed staff's availability ranges from 30%-40% leaving availability for your projects. All work assigned to us will be managed out of this office. Key staff proposed will not be reassigned or replaced without your prior written authorization. ***Civiltec*** is committed to building the right team for each project, tailored to your specific needs. An organizational chart of our proposed team is shown below followed by key team member's qualifications. Two-page resumes are included as an Appendix.

ORGANIZATIONAL CHART



GRETEL OCHOA-NHAC, PE | PROJECT MANAGER

Gretel has 14+ years of civil engineering experience, including 12+ years with Civiltec, specializing in water system modeling, updates, and calibration. She is a trusted, go-to advisor for clients, known for maintaining accurate, defensible models that support sound planning and operational decisions.

Her experience includes water modeling and hydraulic analysis using InfoWater, with leadership on more than 50 water system models, 19+ water master plans (WMP), and 10 Urban Water Management Plans (UWMP), as well as 10-, 20-, and 50-year capital improvement program (CIP) planning efforts. ***Her work focuses on model updates, calibration, validation, and scenario analysis to ensure systems remain current and aligned with future demands.***

Gretel takes a methodical, collaborative approach to project delivery, coordinating closely with internal teams, stakeholders, and clients to maintain schedules and deliver high-quality results. Her background also includes pipeline and roadway design, water audits, system validations, construction management support, and staff training in InfoWater, InfoWater Pro, ArcGIS, Global Mapper, and Civil 3D, strengthening client confidence through consistency, trust, and results.

Education

M.S. Civil Engineering with Emphasis in Transportation Engineering, California State Polytechnic University, Pomona, 2015

B.S. Civil Engineering, California State Polytechnic University, Pomona, 2012

Registrations

Professional Civil Engineer California No. 91903

Recent Relevant Experience

- 2025 La Cañada Irrigation District WMP Update
- 2025 Covina WMP
- 2021 Pico Water District WMP

Level of effort: 60%

W. DAVID BYRUM, PE | PRINCIPAL-IN-CHARGE

David is President/CEO and Principal Engineer of ***Civiltec***. David has 48+ years (33+ with ***Civiltec***) of experience as a systems planner, design engineer, project manager, principal engineer, and construction manager. He is an expert in the planning and design of water distribution and transmission pipelines, water treatment plants, booster pumping stations, steel and concrete reservoirs, groundwater wells, specialty valving stations, wastewater lift stations, flow equalization stations, wastewater treatment plants, storm drains, and street improvement projects. He also prepares regulatory agency compliance reports and technical studies to ensure water and wastewater purveyors remain in compliance with current regulations. ***David serves as an expert witness and has been involved in several cases centered on water industry issues***, including the Chromium 6 Pacific Gas and Electric (PG&E) case for 6 years.

Education
B.S. Mechanical Engineering, University of California, 1977

A.S. Electro-Mechanical Engineering, Western Texas College, 1974

Registrations
Professional Civil Engineer California No. 43296

Select Relevant Experience
- 2025 Covina WMP
- 2021 Pico Water District WMP
- Kachina Village Improvement District WMP

Level of effort: 25%

DAVID SONG, PE | QA/QC

David has 22+ years (20+ with ***Civiltec***) of engineering experience. His expertise is in potable water infrastructure design, engineering, and management. His typical responsibilities include project management and supervision of design staff, client correspondence, management of project budgets and schedules, technical writing and planning, hydraulic analysis and modeling, developing contract bid documentation, preparing specifications and cost estimates, construction management and performing project plan checks. Mr. Song has been responsible for the design and project management of more than 400,000 linear feet of distribution and transmission pipelines and construction traffic control plans, pump stations, wells, and reservoirs.

Education
B.S. Civil Engineering, University of California, Los Angeles, 2004

Registrations
Professional Civil Engineer California No. 76613

Select Relevant Experience
- 2025 La Cañada Irrigation District WMP Update
- 2021 Pico Water District WMP
- 2020 La Verne WMP

Level of effort: 20%

TIMOTHY KWAN, PE | PROJECT ENGINEER

Timothy has 7+ years (all with ***Civiltec***) of hydraulic modeling and water engineering experience. He has updated existing models, calibrated models, troubleshoot models, and created operational scenarios, steady state, simulations models, and CIP impact models. In addition, he routinely creates extended period scenarios, produces fire flow results, and provides future system modeling results that ultimately help create CIPs that benefit the client's water system. Timothy has been involved in 55+ different hydraulic modeling projects, including water and wastewater systems. ***He has participated in 15+ WMPs while at Civiltec serving as a key member of Gretel's team.*** His software experience includes InfoWater Pro, WaterGEMS, and ArcGIS..

Education
B.S., Civil Engineering, California State Polytechnic University, Pomona, 2020

Registrations
Professional Civil Engineer California No. 95525

Select Relevant Experience
- 2025 La Cañada Irrigation District WMP Update
- 2025 Covina WMP
- 2021 Pico Water District WMP

Level of effort: 65%

JACQUELINE TRUJILLO | ENGINEERING ASSOCIATE

Jacqueline is a recent college graduate. Her previous projects during her senior year included redesign and redevelopment of the Fairplex, parking lot design, water network analysis, and design of a water tank. These showcase trail projects have helped shaped her interest in water and transportation projects. She is experienced in ArcGIS, AutoCAD, Civil 3D, MicroStation, and Fire Flow Testing. Jacqueline is a team-oriented collaborator who appreciates challenging work and meeting strict deadlines.

Education
B.S. Civil Engineering, California State Polytechnic University, Pomona, 2024

Select Relevant Experience
- 2025 La Cañada Irrigation District Master Plan Update
- Development of Maps for Demand Scenarios, La Habra Heights County Water District
- 2025 San Fernando WMP

Level of effort: 55%

JOSUE MAYORGA | ENGINEERING ASSOCIATE

Josue is a recent college graduate. His academic experience includes a senior project focused on carbon net zero sustainability, where he played an architectural design role supporting renewable energy, energy efficiency, and carbon offset initiatives. He is proficient in AutoCAD, Civil 3D, MicroStation, Revit, Lumion, and Synchro. Josue is a dedicated and adaptable team player with strong communication skills.

Education
B.S. Civil Engineering, California State Polytechnic University, Pomona, 2025

Select Relevant Experience
- 2025 San Fernando WMP
- 2025 La Cañada Irrigation District WMP Update
- 2025 City of Corona UWMP

Level of effort: 55%

JOSE TORRES | ENGINEERING ASSOCIATE

Jose is an Engineering Associate with experience supporting engineering and construction projects through technical documentation, AutoCAD drafting, quantity takeoffs, and construction document review. He is proficient in AutoCAD, Bluebeam, and Microsoft Office and has a strong foundation in hydraulic and structural engineering principles. Jose is committed to supporting the planning and design of water and wastewater infrastructure projects while continuing to develop his technical expertise.

Education
B.S. Civil Engineering, California State University, Northridge, 2025

Level of effort: 55%

Sub-consultant Profile

Civiltec understands that certain assignments will require specialized services beyond our in-house expertise. When those needs arise, we will coordinate closely with our selected sub-consultant partners to ensure seamless integration and clear communication. We have a proven track record working on District projects with our sub-consultants provided here within. When needed, ***Civiltec*** has demonstrated sound technical guidance and recommendations managing qualified sub-consultants with whom we have established, successful working relationships. For this assignment, ***Civiltec*** will partner with Utility Systems Science & Software (US3), whose expertise directly supports the technical needs of the City.

Utility Systems Science & Software, Inc. (US3) is a specialty service company providing monitoring and control for Utilities since 1996, performing sewer flow monitoring services 24/7 throughout United States.

US3 is in the forefront of this industry by taking the proven technological approaches, developed in other high tech industries and applying them to protect some of our most precious natural resources - our water.

US3 engineers and technical personnel have applied advanced instrumentation system technology to water/waste water open channel flow monitoring, pipeline evaluation, engineering, and data analysis, all coupled to the power of the Internet This unique integrated systems approach allows the company to bring greater insight and intelligence gathering information about the water and waste water system performance of our clients, and in turn to support the fulfillment of their commitments to manage and cost effectively design, operate, and maintain these systems.

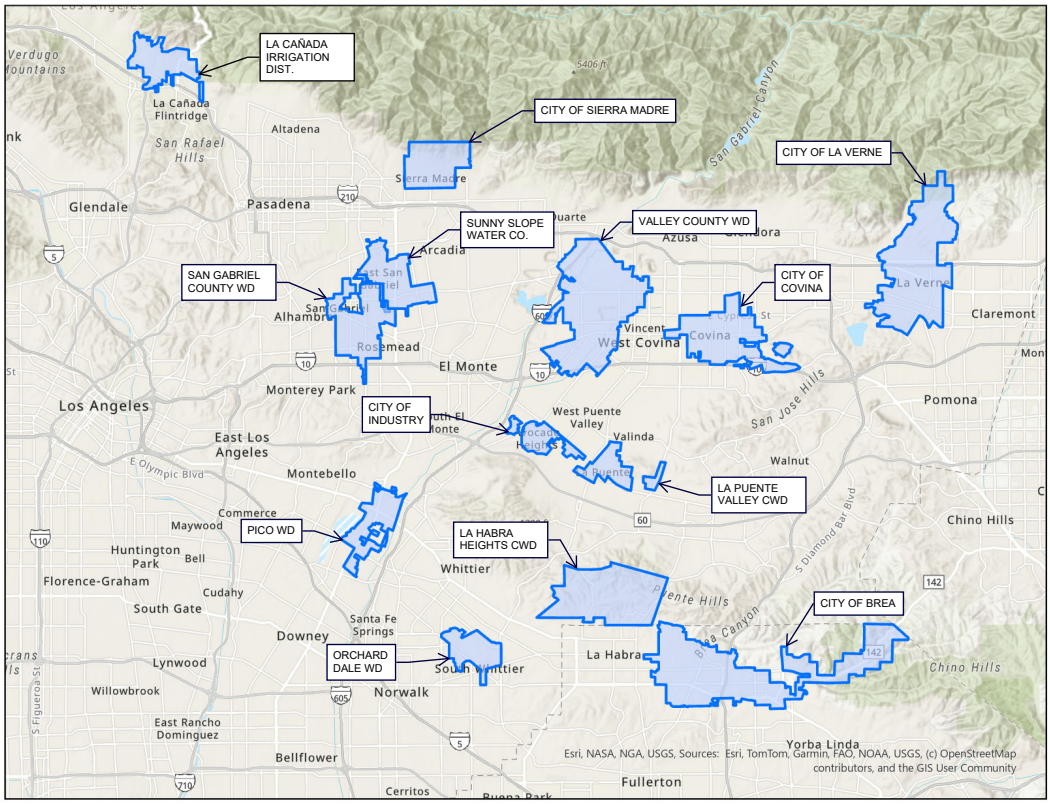
Moreover, US3 supports Municipalities, Consulting Engineering firms and other water/waste water systems integrators by providing temporary technical Services for engineering, software programming and technical site maintenance and calibration site support work primarily in the Water and Waste Water industries.

Team Continuity and Project Leadership

The proposed project team is a cohesive group that has worked together closely on multiple, relevant water planning and modeling projects. This team was intentionally assembled by Project Manager, Gretel Ochoa-Nhac, based on proven collaboration, technical reliability, and shared experience delivering projects from kickoff through final approval. Their established working relationships support efficient coordination, clear communication, and consistent execution throughout the duration of the project.

Proudly Serving the Residents in Los Angeles County & Beyond

Beyond our projects, our team brings extensive experience delivering water and infrastructure projects throughout Los Angeles County and across Southern California (see map). This regional perspective allows us to apply lessons learned, proven best practices, and local regulatory insight into each effort. Our long-standing presence in the communities we serve reflects a commitment to sustainable solutions that support system reliability, long-term planning, and community longevity.



Past Experience

Building strong, long-term client relationships is central to how ***Civiltec*** delivers work. Repeat clients account for approximately 85 percent of our workload, reflecting a consistent track record of delivering practical, responsive solutions that align with each agency's goals. Over the past five years, ***Civiltec*** has averaged more than 200 new projects annually in California, with many awarded not solely on qualifications, but on established trust and proven performance.

Our team has completed more than 250 water planning projects, providing a deep understanding of regional water challenges and the nuances that shape agency-specific solutions. Equally important, our current workload and team availability align well with the City's schedule, allowing ***Civiltec*** to dedicate focused attention to this Scope of Work. Each assignment is approached as a continuation of a partnership, supported by reliable communication and technical insight to advance infrastructure that is efficient, resilient, and sustainable for the communities served. The City is encouraged to contact any of the references included in the following pages, to confirm Civiltec's role as a trusted and dependable partner.

2025 City of San Gabriel Sanitary Sewer Management Plan

Prepared updates to the City's Sewer System Management Plan, including evaluation of the wastewater collection system, capacity assurance, and long-term capital improvement planning. Services included review of GIS mapping and asset data, integration of CCTV inspection results and hydraulic modeling information, evaluation of system capacity and condition, development of prioritized rehabilitation and replacement recommendations, regulatory compliance with State Water Resources Control Board requirements, and preparation of planning documents to support ongoing operation and maintenance.

Cost: $11K

Key Results Achieved:

- Provided the City with its SSMP ahead of the SWRCB deadline.
- Reformatted current SSMP to match the eleven core elements each SSMP should encompass.
- Outlined goals to minimize sanitary sewer overflows, established standards for installation and rehabilitation of sewer infrastructure.
- Utilized recent sewer capacity assessment study to prioritize corrective actions within its sewer system.
- Outlined CIP projects related to its sewer system.
- Created the City's Biannual Audit Report Form to help the City with record keeping.

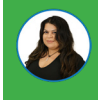
Reference

Angela Cheng | Principal Civil Engineer

626.308.2825

scheng@sgch.org

Team Members Involved



"The project was completed on schedule, and the consultant team was professional and responsive throughout the process. Their understanding of wastewater collection systems and regulatory requirements helped produce a practical and comprehensive Sanitary Sewer Management Plan."

– Angela Cheng, Principal Civil Engineer at City of San Gabriel

2022 City of La Verne Wastewater Master Plan

Prepared the updated Wastewater Master Plan for the City of La Verne, evaluating over 100 miles of existing sewer lines, two lift stations, force mains, and ancillary facilities serving ~8,667 lateral connections and 12,741 sewer units. Conducted flow monitoring, developed a new hydraulic model for present and projected (2040) conditions, and assessed structural integrity and capacity constraints in light of growth, land-use changes, and regulatory requirements. Identified critical capital improvements and prioritized projects by risk and cost, while addressing system choke points—especially across constrained crossings of the 210 Freeway and railroad corridors. Coordinated data gathering, mapping, and stakeholder input, and delivered a capital improvement plan with cost estimates, phased implementation strategy, and justification of deferred projects from the prior 2007 plan. The result is a forward-looking, implementable roadmap that enhances reliability, supports city growth, and aligns infrastructure investment with long-term operational resilience.

This project laid the groundwork for the City to select ***Civiltec*** to work on their 2024 Sewer System Management Plan Update.

Cost: $170K

Key Results Achieved:

- Updated from its previous 2007 plan.
- Finalized March 2023.
- Created sewer hydraulic model of the City's collection system for existing and future planning design scenarios by using billing data and flow monitoring data during the rainy season.
- Outlined the City's Drainage Areas and current "hot spots" maintenance locations to help the City's maintenance crew with record-keeping efforts.
- Summarized current inventory for easy accessibility to data include types of mains, lift stations, and inter-agency agreements.
- Identified recommended capital improvement projects based on hydraulic analysis and design criteria.

Reference

Danny Wu | Director of Public Works

909.596.8741

dwu@laverneca.gov

Team Members Involved

"Working with Gretel and Civiltec on the 2010, 2015, and 2020 UWMPs was a great experience. Their expertise, attention to detail, and collaborative approach helped us navigate a complex process with ease. Gretel kept the team focused and aligned, while Civiltec's technical knowledge and innovative solutions supported the creation of forward thinking, sustainable plans. It was a pleasure partnering with such a dedicated and skilled team."

– Ryan Ciotti, Former Utilities Manager at City of La Verne

2025 La Cañada Irrigation District Water Master Plan Update

This project evaluated the performance of an existing water system serving approximately 9,500 residents within the Crescenta Valley, with service concentrated in predominantly single-family residential neighborhoods. The study assessed system conditions and operational capacity across the approximately 44 percent of La Cañada Flintridge served by the system, identifying existing and potential deficiencies. Based on the findings, a comprehensive set of CIP recommendations was developed, including new pipelines, reservoir facilities, and pump station upgrades. These improvements were prioritized to enhance system reliability, maintain service levels, and accommodate projected water demands through the year 2040.

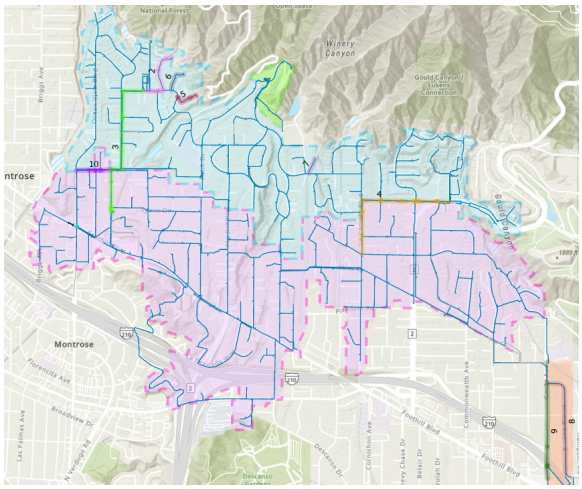
Cost: $285K

Reference
Justin Bailey | General Manager
818.790.6749
justin.lcid@outlook.com

Team Members Involved

Key Results Achieved:

- Updated their WMP since 2000, incorporating current system conditions, demands, and planning assumptions.
- Developed a fully functioning and calibrated hydraulic water model, built from CAD files used as the system skeleton. The model is currently in use for hydraulic analysis purposes and has helped with running simulated fire flows .
- Identified and prioritized CIPs, including development of a ranked Top 10 CIP list to guide near- and long-term investment.
- Advanced implementation-ready improvements, with three priority projects that are now in design and anticipated to move into construction within the next 1–2 years.



"After 20 years of contributing to various Master Plans, I've learned why many end up unused: they often ignore practical realities, underestimate costs, and lack clear leadership. Frequently, these plans are made just to meet requirements, not to genuinely guide long-term success, with little accountability from management or consultants. Despite these shortcomings, I still value a well-crafted Master Plan, but I'm selective about collaborators.

For any plan I'm involved in, I know success requires versatile expertise and personal care of one's work. Gretel Ochoa-Nhac, highly recommended by a trusted engineer, has consistently demonstrated impressive skill and dedication. Her thorough and thoughtful work results in reliable solutions that serve as a strong foundation for my agency to reliably build upon for many years to come."

– Justin Bailey, General Manager for the La Cañada Irrigation District

2025 City of Covina Water Master Plan

Civiltec is providing professional engineering services for the City of Covina's 2025 WMP Update and Rate Study. The project includes a comprehensive evaluation of the Covina's water system to confirm its ability to meet current demands and support projected growth. Key elements of the effort include assessment of existing system conditions, water demand analysis and future projections, updates to the hydraulic model and system simulations, development of CIP recommendations, and evaluation of regulatory compliance requirements.

Civiltec is leading the WMP Update, while the Rate Study is being completed by sub-consultant Raftelis. The teams are closely coordinating efforts to ensure technical consistency between the planning and financial components of the project.

Cost: $182K

Reference

Michael Melinte | Water Utility Superintendent

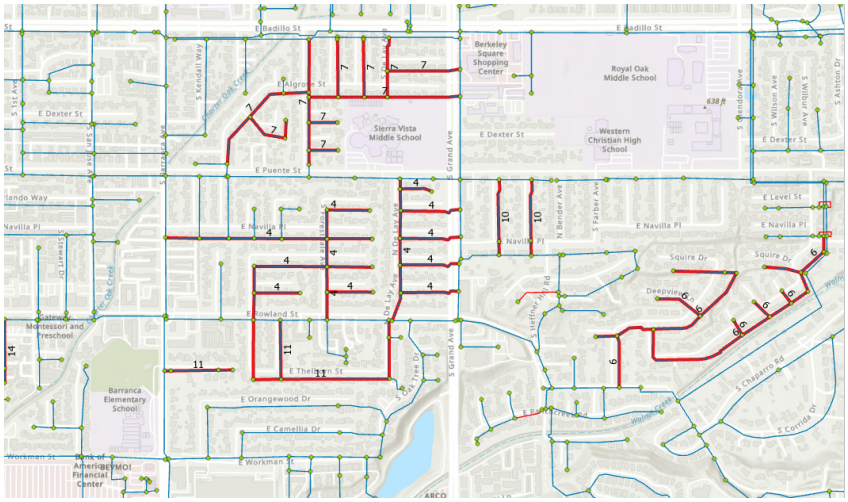
626.384.5232

mmelinte@covinaca.gov

Team Members Involved

Key Results Achieved:

- Updated the Covina's WMP and re-calibrated the existing hydraulic model to reflect system improvements implemented since 2020.
- Refreshed and validated system performance through the updated model, ensuring planning recommendations and CIP needs align with current hydraulic conditions and constraints.
- Partnered closely with operations staff to revamp and re-prioritize a 10-year CIP program, integrating operational upgrades, Public Works–driven projects, and additional supplemental CIPs identified through the latest model update.



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"I have had the pleasure to work with Gretel on two separate Water Master Plans. Additionally, we have collaborated on several other projects for the City of Covina's Water Division. Over the last seven years, I have personally observed her exceptional work ethic and attention to detail. Beyond her technical skills, Mrs. Ochoa-Nhac has always approached her work with a positive and proactive attitude, making her an extremely valuable team member. Mrs. Ochoa-Nhac receives the highest recommendation without any reservation."

– Michael Melinte, Water Utility Superintendent for the City of Covina

2021 Pico Water District Water Master Plan Update

Civiltec partnered with the Pico Water District to update its 2008 Water Master Plan, addressing critical infrastructure needs and positioning the system for long-term growth. Central to the effort was development of an enhanced hydraulic model incorporating updated pipe data, pump curves, and system infrastructure. The model was used to evaluate existing and projected demands using population and land use forecasts for 2025, 2030, and 2040, and to simulate system performance under a range of conditions. These analyses identified system vulnerabilities, evaluated fire flow capacity, and confirmed compliance with industry performance and reliability standards.

Based on the modeling results, ***Civiltec*** completed a detailed engineering evaluation and developed a prioritized CIP outlining targeted upgrades to aging pipelines, fire suppression infrastructure, and overall system efficiency. Projects were ranked by priority, cost, and potential funding opportunities to provide a clear, actionable roadmap for implementation. The plan also addressed water quality and regulatory compliance, including evaluation of contamination trends and recommended treatment upgrades for emerging contaminants such as PFAS and PFOS. Energy use across the system was assessed with recommendations to reduce power demand and explore alternative energy sources, supporting the District's sustainability goals. Ongoing coordination with District staff through workshops and progress meetings ensured alignment and delivery of a comprehensive, forward-looking plan that strengthens system reliability, efficiency, and resilience.

Cost: $123K

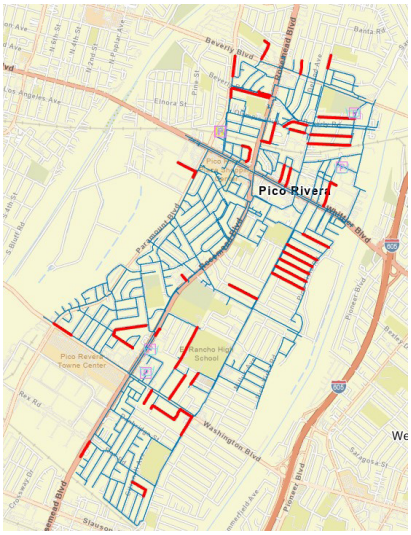
Key Results Achieved:

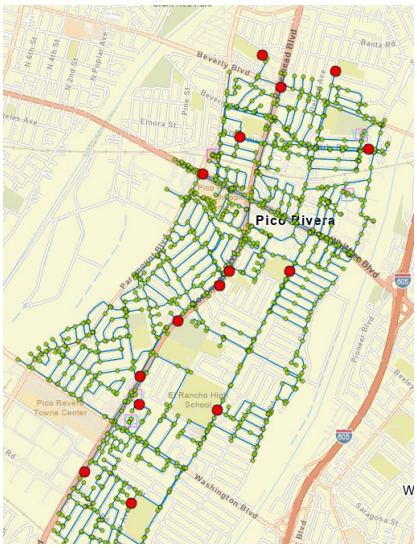
- Updated their Water Master Plan (WMP) since 2008, incorporating current system conditions, demands, and planning assumptions.
- Developed a fully functioning and calibrated hydraulic water model, built from CAD files used as the system skeleton. The model has helped with hydraulic analysis technical memorandums, also performed by Civiltec, to provide recommendations for water system improvements based on incoming developments.
- Identified and mapped aging pipeline segments and developed a prioritized replacement program, targeting locations that also provide high-value hydraulic looping benefits validated through the calibrated model.
- Established a pipeline replacement strategy by evaluating system age, condition, and performance to aid with prioritizing replacements that improve redundancy through added looping, confirmed via model simulations.

Reference

Joe Basulto | General Manager
562.692.3756 ext 17
jbasulto@picowaterdistrict.net

Team Members Involved





"Working with Gretel Ochoa of Civiltec on constructing and updating the Pico Water District's water model has been an excellent experience. They not only delivered a strong, technically sound model, but also helped us translate the results into actionable insight—identifying system deficiencies and supporting the development of well-justified capital improvement projects. Their ability to connect modeling with real-world operations and planning has been especially valuable, because of their Model we were able to develop a sound analysis report on the impact that a major development would have on our system, resulting in developer replacing existing water main by upsizing water main to meet their demand. "

– Joe D. Basulto, General Manager at Pico Water District

Current Projects

San Gabriel County Water District Water Master Plan Update

Civiltec was selected by the San Gabriel County Water District to update its 2020 Water Master Plan and develop a strategic roadmap for maintaining reliable water service through future growth and evolving regulatory requirements. Serving a mature and complex urban service area in Los Angeles County, the study reevaluated the San Gabriel County Water District's existing water system, identified operational and infrastructure deficiencies, and established a prioritized capital improvement program to support long-term system performance, resiliency, and regulatory compliance.

The planning effort included a comprehensive evaluation of the San Gabriel County Water District's water supply, storage, booster pumping, pressure reducing facilities, transmission pipelines, distribution system, emergency interconnections, and SCADA infrastructure. Using updated land use data, customer demand analysis, and hydraulic modeling calibrated through field fire flow testing, the team will assess existing, near-term, and ultimate buildout conditions through 2045. The analysis will identify capacity limitations, pressure deficiencies, fire flow constraints, pipeline bottlenecks, and system vulnerabilities while evaluating redundancy and reliability under emergency operating scenarios.

Civiltec is providing project management, system planning, data collection, demand forecasting, hydraulic modeling, infrastructure analysis, legislative review, and capital improvement planning. The resulting water master plan update will deliver a prioritized, data-driven capital improvement program supported by planning-level cost estimates and implementation strategies, enabling the San Gabriel County Water District to make informed investment decisions, improve operational reliability, maintain regulatory compliance, and guide future infrastructure improvements with confidence.

City of San Fernando Water Master Plan

Prepared the Water Master Plan, including review of existing conditions, data collection and analysis, hydraulic modeling, GIS system mapping, and identification of water system improvements. Developed short- and long-term capital improvement recommendations, evaluated funding options, and supported preparation and adoption of the Master Plan to guide future water system planning and infrastructure investment.

City of Alhambra Water Master Plan Update

We have been working on Alhambra's Water Master Plan (WMP) since mid-January. We have had close coordination with City staff to support ongoing data collection efforts and maintain the project schedule. Coordination has included bi-weekly meetings and in-person meetings with staff as needed throughout the project. The project team is currently evaluating the City's existing infrastructure, operational reliability, and future system demands. In addition, the City's hydraulic model is being calibrated to evaluate system performance under existing and future demand conditions. Billing data is also being finalized to allocate demands to their most accurate locations within the hydraulic model prior to assessing potential capital improvement projects (CIP). We are projecting collaboration efforts for CIP prioritization for both facilities and pipeline projects end of September, early October to provide final WMP by end of March 2027.

Water Master Plan Project Schedule and Cost Proposal

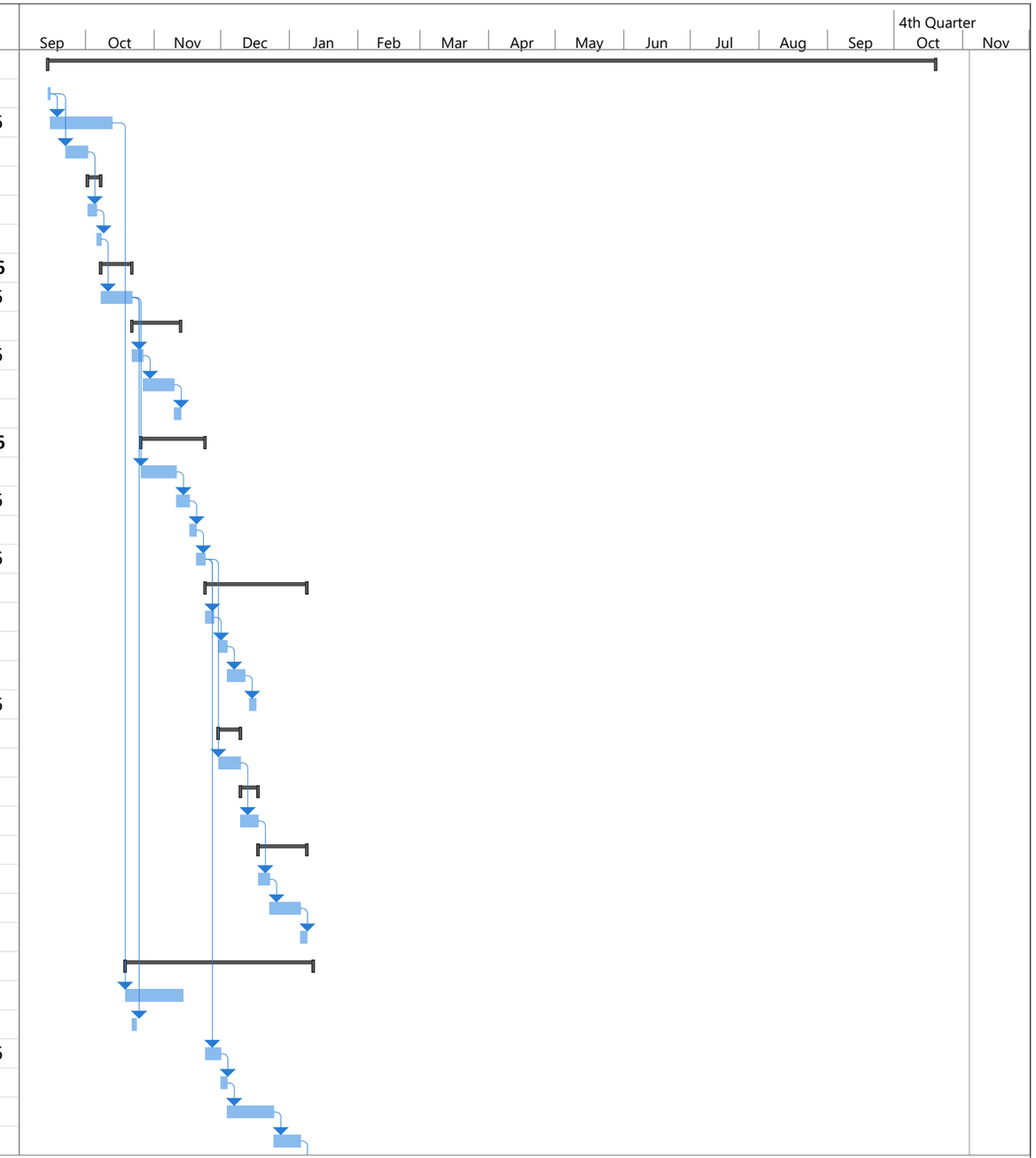
See following pages.

Project Name: 2026 Sierra Madre Water Master Plan
Client: City of Sierra Madre
Proposal Number: PU26025
T&M NTE (26CA)
Date: 07/8/2026

Scope of Work	HOURS				Reimb. Expenses	TOTAL COST
	PIC $ 300.00	PM $ 255.00	PE $ 235.00	Eng. Assoc. $ 160.00		
Phase 1. Project Management and Project Meetings	**4**	**36**	**20**	**8**	**$ -**	**$ 16,360.00**
Task 1 - Project Management	2	16	8			$ 6,560.00
Task 2 - Kick-Off Meeting	2	2	2			$ 1,580.00
Task 3 - Progress Meetings		10	6			$ 3,960.00
Task 4 - Presentations for Board of Directors		8	4	8		$ 4,260.00
Phase 2. Data Collection and Site Visits	**2**	**18**	**30**	**36**	**$ -**	**$ 18,000.00**
Task 1 - Request for Information (RFI)		4	8	8		$ 4,180.00
Task 2 - Data Collection Review and Site Visits		8	8	12		$ 5,840.00
Task 3 - In Field Fire Flow Testing			8	8		$ 3,160.00
Task 4 - Design and Planning Criteria	2	6	6	8		$ 4,820.00
Phase 3. Existing Data Analysis	**0**	**2**	**6**	**10**	**$ -**	**$ 3,520.00**
Task 1 - Land Usage Analysis		2	4	8		$ 2,730.00
Task 2 - Population Analysis			2	2		$ 790.00
Phase 4. Water Demands	**0**	**14**	**48**	**38**	**$ -**	**$ 20,930.00**
Task 1 - Analyze Demand Data		8	20	30		$ 11,540.00
Task 2 - Water Duty Factors and Peaking Factors		4	16			$ 4,780.00
Task 3 - Water Demand Projections		2	4	8		$ 2,730.00
Task 4 - Diurnal Curves Based on Demands			8			$ 1,880.00
Phase 5. Hydraulic Water Modeling	**0**	**24**	**96**	**120**	**$ -**	**$ 47,880.00**
Task 1 - Construct Hydraulic Water Model			20	40		$ 11,100.00
Task 2 - Steady State Calibration		8	20	40		$ 13,140.00
Task 3 - Demand Allocation		4	12	8		$ 5,120.00
Task 4 - Steady State Simulation Analysis		8	20	32		$ 11,860.00
Task 5 - InfoWater Pro Training		4	24			$ 6,660.00
Phase 6. Distribution Water System Analysis	**0**	**16**	**44**	**32**	**$ -**	**$ 19,540.00**
Task 1 - Production Infrastructure Analysis		4	12	8		$ 5,120.00
Task 2 - Booster Pumping Analysis		2	8	8		$ 3,670.00
Task 3 - Storage Analysis		8	16			$ 5,800.00
Task 4 - Additional Supply Source & Emergency Interconnection Analysis		2	8	16		$ 4,950.00
Phase 7. Future Water System Analysis	**0**	**12**	**24**	**32**	**$ -**	**$ 13,820.00**
Task 1 - Near-Term Water Analysis		2	8	16		$ 4,950.00
Task 2 - Long-Term Water Analysis		2	4	8		$ 2,730.00
Task 3 - Long-Term Infrastructure Recommendations		8	12	8		$ 6,140.00
Phase 8. Capital Improvement Project Development	**4**	**52**	**96**	**90**	**$ -**	**$ 51,420.00**
Task 1 - Identify Deficiencies	4	24	40	60		$ 26,320.00
Task 2 - Cost Estimate Framework		4	8			$ 2,900.00
Task 3 - Prioritization and Presentation of CIPs		16	24	30		$ 14,520.00
Task 4 - Develop 5-year, 10-year and 25-year CIP Schedule		8	24			$ 7,680.00
Phase 9. Water Master Plan Preparation	**4**	**20**	**36**	**44**	**$ -**	**$ 21,800.00**
Task 1 - Draft Water Master Plan Report	2	14	24	32		$ 14,930.00
Task 2 - Final Water Master Plan Report	2	6	12	12		$ 6,870.00
HOURS	**14**	**194**	**400**	**410**		**1018**
BUDGET	**$ 4,200.00**	**$ 49,470.00**	**$ 94,000.00**	**$ 65,600.00**	**$ -**	**$ 213,270.00**

PIC = Principal Engineer (PE)
PrEE = Principal Electrical Engr. (PE)
PE = Project Engineer (PE)
SE = Staff Engineer (EIT)
PT = Planning Technician
Admin = Admin. Asst./Clerical
SM = Survey Manager (PLS)
SrE = Senior Engineer (PE)
PM = Project Manager
SrD = Senior Designer
D = Designer
CAD = CAD Operator
CO = Construction Observer
SLS = Staff Land Surveyor (PLS)
SrPM = Sr. Project Manager
SrPE = Sr. Project Engineer (PE)
SrSE = Sr. Staff Engineer (EIT)
Eng. Assoc. = Engineering Associate
JrE = Jr. Engineer (Intern)
2PS = Two Person Survey Party
ST = Survey Technician

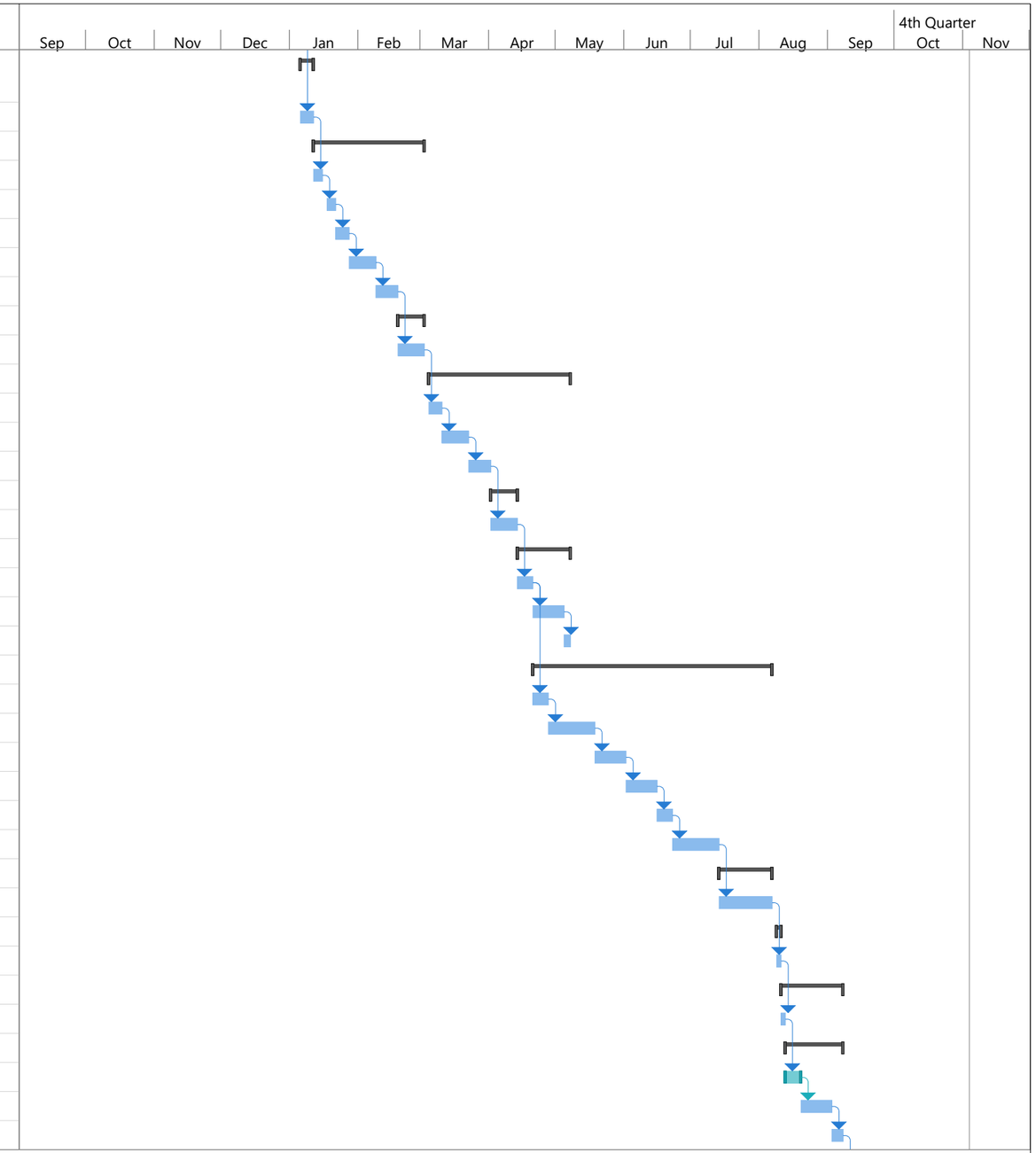
ID	Task Name	Duration	Start	Finish
1	**City of Sierra Madre - 2026 WMP**	**287 days**	**Mon 9/14/26**	**Tue 10/19/27**
2	Kick-Off Meeting	1 day	Mon 9/14/26	Mon 9/14/26
3	RFI / Research and Other Data Acquisition	20 days	Tue 9/15/26	Mon 10/12/26
4	Review and Discuss Design Criteria with Sierra Madre	8 days	Tue 9/22/26	Thu 10/1/26
5	**Compile Planning and Design Criteria Chapter (CH 6)**	**4 days**	**Fri 10/2/26**	**Wed 10/7/26**
6	Define Design Criteria and Planning Criteria	2 days	Fri 10/2/26	Mon 10/5/26
7	Draft Chapter	2 days	Tue 10/6/26	Wed 10/7/26
8	**Compile Existing Water System Chapter (CH 4)**	**10 days**	**Thu 10/8/26**	**Wed 10/21/26**
9	Draft Chapter	10 days	Thu 10/8/26	Wed 10/21/26
10	**Compile Tech Memo 1 (Ch 4 and Ch 6)**	**16 days**	**Thu 10/22/26**	**Thu 11/12/26**
11	Compile Tech Memo 1	3 days	Thu 10/22/26	Mon 10/26/26
12	Sierra Madre Review of Draft of TM 1	10 days	Tue 10/27/26	Mon 11/9/26
13	Finalize TM 1 (Ch 4 and Ch 6)	3 days	Tue 11/10/26	Thu 11/12/26
14	**Demand Analysis**	**21 days**	**Mon 10/26/26**	**Mon 11/23/26**
15	Review and Analyze Billing Data	12 days	Mon 10/26/26	Tue 11/10/26
16	Finalizing Demands with City	4 days	Wed 11/11/26	Mon 11/16/26
17	Develop Peaking Factors	3 days	Tue 11/17/26	Thu 11/19/26
18	Develop Demand Projections	2 days	Fri 11/20/26	Mon 11/23/26
19	**Population and Land Use Analysis**	**34 days**	**Tue 11/24/26**	**Fri 1/8/27**
20	Review and Analyze Current Land Use	4 days	Tue 11/24/26	Fri 11/27/26
21	Land Use and Duty Factor	4 days	Mon 11/30/26	Thu 12/3/26
22	Impacts of Pending Developments	6 days	Fri 12/4/26	Fri 12/11/26
23	Population Analysis	3 days	Mon 12/14/26	Wed 12/16/26
24	**Compile Water Demands Requirements (CH 3)**	**8 days**	**Mon 11/30/26**	**Wed 12/9/26**
25	Draft Chapter	8 days	Mon 11/30/26	Wed 12/9/26
26	**Compile Study Area, Land Usage and Population Chapter (CH 2)**	**6 days**	**Thu 12/10/26**	**Thu 12/17/26**
27	Draft Chapter	6 days	Thu 12/10/26	Thu 12/17/26
28	**Compile Tech Memo 2 (Ch 2 and Ch 3)**	**16 days**	**Fri 12/18/26**	**Fri 1/8/27**
29	Compile Tech Memo 2	3 days	Fri 12/18/26	Tue 12/22/26
30	Sierra Madre Review of Draft of TM 2	10 days	Wed 12/23/26	Tue 1/5/27
31	Finalize TM 2 (Ch 2 and Ch 3)	3 days	Wed 1/6/27	Fri 1/8/27
32	**Construct Hydraulic Model**	**61 days**	**Mon 10/19/26**	**Mon 1/11/27**
33	Research and Construct Model	20 days	Mon 10/19/26	Fri 11/13/26
34	In Field Fire Flow Tests and Data Organization	2 days	Thu 10/22/26	Fri 10/23/26
35	Allocate Demands	5 days	Tue 11/24/26	Mon 11/30/26
36	Create Demand Scenarios	3 days	Tue 12/1/26	Thu 12/3/26
37	Steady State Scenario Calibration	15 days	Fri 12/4/26	Thu 12/24/26
38	Steady State Simulations	8 days	Fri 12/25/26	Tue 1/5/27



Project: Sierra Madre_2026 WM
Date: Wed 7/8/26

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

ID	Task Name	Duration	Start	Finish
39	**Compile Computer Modeling Hydraulic Analysis Development Chapter (CH 5)**	**4 days**	**Wed 1/6/27**	**Mon 1/11/27**
40	Draft Chapter	4 days	Wed 1/6/27	Mon 1/11/27
41	**Perform Existing Water System Evaluation**	**36 days**	**Tue 1/12/27**	**Tue 3/2/27**
42	Production Infrastructure	4 days	Tue 1/12/27	Fri 1/15/27
43	Booster Pump Analysis	4 days	Mon 1/18/27	Thu 1/21/27
44	Storage Analysis	4 days	Fri 1/22/27	Wed 1/27/27
45	Interconnection and Valve Assessment	8 days	Thu 1/28/27	Mon 2/8/27
46	Distribution System Analysis	8 days	Tue 2/9/27	Thu 2/18/27
47	**Compile Existing Water System Evaluation Chapter (CH 7)**	**8 days**	**Fri 2/19/27**	**Tue 3/2/27**
48	Draft Chapter	8 days	Fri 2/19/27	Tue 3/2/27
49	**Perform Future Water System Evaluation**	**46 days**	**Fri 3/5/27**	**Fri 5/7/27**
50	Production Infrastructure	4 days	Fri 3/5/27	Wed 3/10/27
51	Future Water Sources	8 days	Thu 3/11/27	Mon 3/22/27
52	Future Distribution Infrastructure Analysis and Recommendations	8 days	Tue 3/23/27	Thu 4/1/27
53	**Compile Future Water System Evaluation Chapter (CH 8)**	**8 days**	**Fri 4/2/27**	**Tue 4/13/27**
54	Draft Chapter	8 days	Fri 4/2/27	Tue 4/13/27
55	**Compile Tech Memo 3 (Ch 5, 7 and 8)**	**18 days**	**Wed 4/14/27**	**Fri 5/7/27**
56	Compile Tech Memo 3	5 days	Wed 4/14/27	Tue 4/20/27
57	Sierra Madre Review of Draft of TM 3	10 days	Wed 4/21/27	Tue 5/4/27
58	Finalize TM 3 (Ch 5, 7, and 8)	3 days	Wed 5/5/27	Fri 5/7/27
59	**Compile Capital Improvement Project Program**	**78 days**	**Wed 4/21/27**	**Fri 8/6/27**
60	Cost Estimate Framework	5 days	Wed 4/21/27	Tue 4/27/27
61	Identifying Deficiencies	15 days	Wed 4/28/27	Tue 5/18/27
62	Compile Potential Projects	10 days	Wed 5/19/27	Tue 6/1/27
63	Prioritize CIPs	10 days	Wed 6/2/27	Tue 6/15/27
64	Review CIPs with Sierra Madre	5 days	Wed 6/16/27	Tue 6/22/27
65	Develop 5, 10, and 25-year CIP Schedule	15 days	Wed 6/23/27	Tue 7/13/27
66	**Compile CIP Chapter (CH 9)**	**18 days**	**Wed 7/14/27**	**Fri 8/6/27**
67	Draft Chapter	18 days	Wed 7/14/27	Fri 8/6/27
68	**Compile Introduction Chapter (CH 1)**	**2 days**	**Mon 8/9/27**	**Tue 8/10/27**
69	Draft Chapter	2 days	Mon 8/9/27	Tue 8/10/27
70	**Compile Executive Summary Chapter (CH 0)**	**20 days**	**Wed 8/11/27**	**Tue 9/7/27**
71	Draft Chapter	2 days	Wed 8/11/27	Thu 8/12/27
72	**Compile Tech Memo 4 (Ch 0, 1, and 9)**	**18 days**	**Fri 8/13/27**	**Tue 9/7/27**
73	Compile Tech Memo 4	5 days	Fri 8/13/27	Thu 8/19/27
74	Sierra Madre Review of Draft of TM 4	10 days	Fri 8/20/27	Thu 9/2/27
75	Finalize TM 4 (Ch 0, 1, and 9)	3 days	Fri 9/3/27	Tue 9/7/27



Project: Sierra Madre_2026 WM
Date: Wed 7/8/26

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Name	Duration	Start	Finish
76	**Complete 90% Draft Water Master Plan Submittal**	**15 days**	**Wed 9/8/27**	**Tue 9/28/27**
77	Submit 90% Draft Water Master Plan, Hydraulic Model, and Board Meeting Presentation to Sierra Madre	5 days	Wed 9/8/27	Tue 9/14/27
78	Final Review Comments by Sierra Madre	10 days	Wed 9/15/27	Tue 9/28/27
79	**100% Final Water Master Plan Update Submittal**	**15 days**	**Wed 9/29/27**	**Tue 10/19/27**
80	Compile Final Water Master Plan to Sierra Madre	10 days	Wed 9/29/27	Tue 10/12/27
81	Submit Final Water Master Plan to Sierra Madre	2 days	Wed 10/13/27	Thu 10/14/27
82	Final Water Master Plan Presentation to the Board for City Council	3 days	Fri 10/15/27	Tue 10/19/27
83	**Staff Training with InfoWater Software**	**1 day**	**Wed 11/3/27**	**Wed 11/3/27**
84	Staff Training with InfoWater Pro	1 day	Wed 11/3/27	Wed 11/3/27

Project: Sierra Madre_2026 WM
Date: Wed 7/8/26

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Sewer System Facilities Master Plan
Project Schedule and Cost Proposal

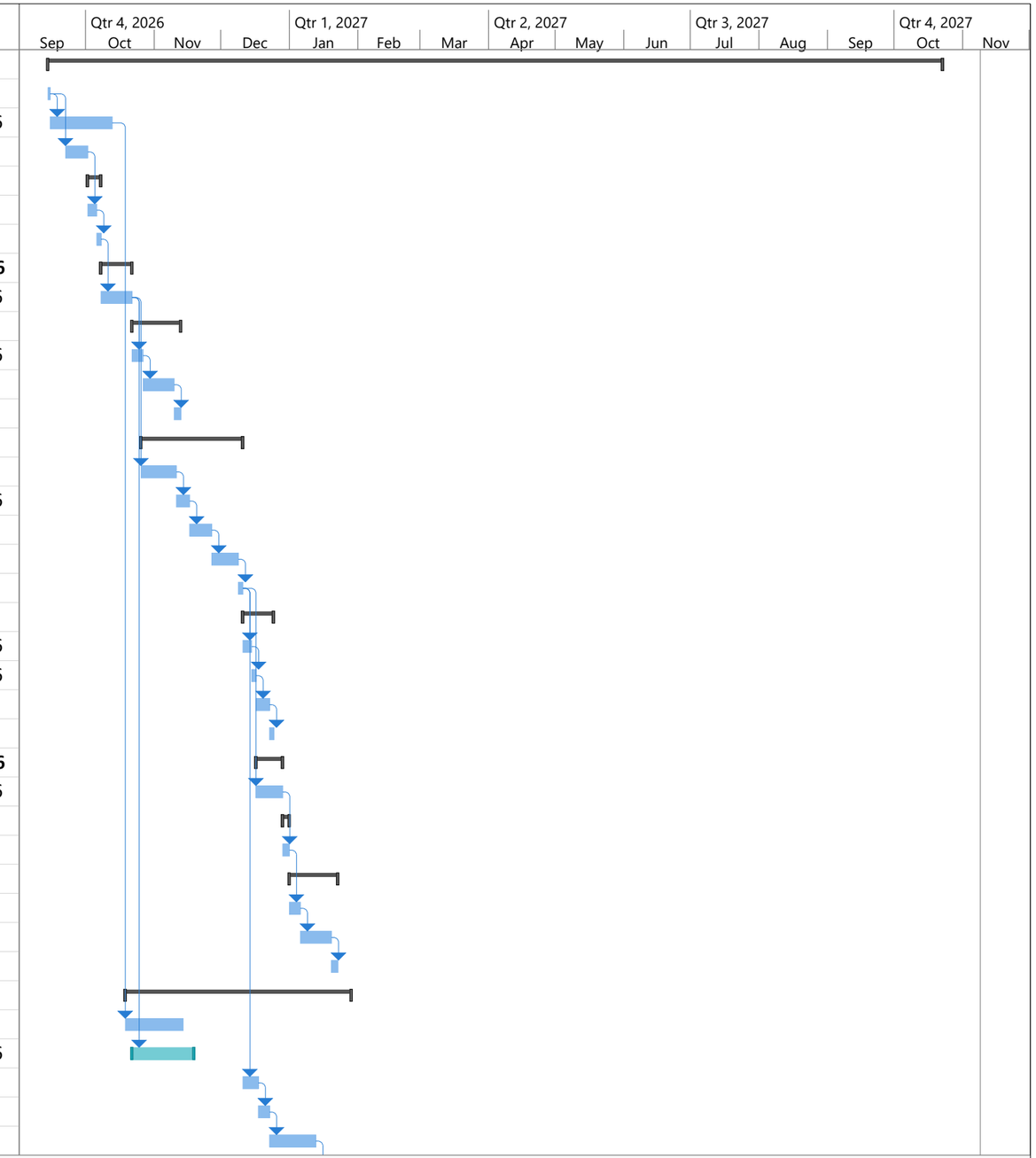
See following pages.

Project Name: 2026 Sierra Madre Sewer System Facilities Master Plan
Client: City of Sierra Madre
Proposal Number: PU26025
T&M NTE (26CA)
Date: 07/8/2026

Scope of Work	HOURS				SubConst. Srvc. (x1.15)	Reimb. Expenses	TOTAL COST
	PIC $ 300.00	PM $ 255.00	PE $ 235.00	Eng. Assoc. $ 160.00			
Phase 1. Project Management and Project Meetings	**4**	**36**	**20**	**8**	**$ -**	**$ -**	**$ 16,360.00**
Task 1 - Project Management	2	16	8				$ 6,560.00
Task 2 - Kick-Off Meeting	2	2	2				$ 1,580.00
Task 3 - Progress Meetings		10	6				$ 3,960.00
Task 4 - Presentations for Board of Directors		8	4	8			$ 4,260.00
Phase 2. Data Collection and Site Visits	**2**	**30**	**30**	**28**	**$ 66,815.00**	**$ -**	**$ 86,595.00**
Task 1 - Request for Information (RFI)		4	8	8			$ 4,180.00
Task 2 - Data Collection Review and Site Visits		8	8	12			$ 5,840.00
Task 3 - Flow Monitoring Services		12	8		$ 66,815.00		$ 71,755.00
Task 4 - Design and Planning Criteria	2	6	6	8			$ 4,820.00
Phase 3. Existing Data Analysis	**0**	**2**	**6**	**10**	**$ -**	**$ -**	**$ 3,520.00**
Task 1 - Land Usage Analysis		2	4	8			$ 2,730.00
Task 2 - Population Analysis			2	2			$ 790.00
Phase 4. Wastewater Flow Projections	**0**	**20**	**44**	**38**	**$ -**	**$ -**	**$ 21,520.00**
Task 1 - Wastewater Flow Analysis		8	20	30			$ 11,540.00
Task 2 - Dry and Wet Weather Flow Ratios and Peaking Factors		12	24	8			$ 9,980.00
Phase 5. Sewer Modeling	**0**	**14**	**86**	**112**	**$ -**	**$ -**	**$ 41,700.00**
Task 1 - Construct Sewer Model			20	40			$ 11,100.00
Task 2 - Calibrate Sewer Model		8	30	48			$ 16,770.00
Task 3 - Simulation Analysis		2	12	24			$ 7,170.00
Task 4 - InfoWorks ICM Training		4	24				$ 6,660.00
Phase 6. Wastewater Collection System Evaluation	**0**	**24**	**44**	**64**	**$ -**	**$ -**	**$ 26,700.00**
Task 1 - Existing Wastewater Collection System Evaluation		16	32	48			$ 19,280.00
Task 2 - Gravity Sewer Main Capacity Analysis		8	12	16			$ 7,420.00
Phase 7. Future Wastewater Collection System Analysis	**0**	**12**	**20**	**24**	**$ -**	**$ -**	**$ 11,600.00**
Task 1 - Near-Term Water Analysis		2	4	8			$ 2,730.00
Task 2 - Long-Term Water Analysis		2	4	8			$ 2,730.00
Task 3 - Long-Term Instructure Recommendations		8	12	8			$ 6,140.00
Phase 8. Capital Improvement Project Development	**4**	**28**	**64**	**12**	**$ -**	**$ -**	**$ 25,300.00**
Task 1 - Identify Deficiencies	4	8	16				$ 7,000.00
Task 2 - Cost Estimate Framework		4	8				$ 2,900.00
Task 3 - Prioritization and Presentation of CIPs		12	24	12			$ 10,620.00
Task 4 - Develop 5-year, 10-year and 25-year CIP Schedule		4	16				$ 4,780.00
Phase 9. Sewer Master Plan Preparation	**4**	**20**	**36**	**44**	**$ -**	**$ -**	**$ 21,800.00**
Task 1 - Draft Sewer Master Plan Report	2	14	24	32			$ 14,930.00
Task 2 - Final Sewer Master Plan Report	2	6	12	12			$ 6,870.00
HOURS	**14**	**186**	**350**	**340**			**890**
BUDGET	**$ 4,200.00**	**$ 47,430.00**	**$ 82,250.00**	**$ 54,400.00**	**$ 66,815.00**	**$ -**	**$ 255,095.00**

PIC = Principal Engineer (PE)
PrEE = Principal Electrical Engr. (PE)
PE = Project Engineer (PE)
SE = Staff Engineer (EIT)
PT = Planning Technician
Admin = Admin. Asst./Clerical
SM = Survey Manager (PLS)
SrE = Senior Engineer (PE)
PM = Project Manager
SrD = Senior Designer
D = Designer
CAD = CAD Operator
CO = Construction Observer
SLS = Staff Land Surveyor (PLS)
SrPM = Sr. Project Manager
SrPE = Sr. Project Engineer (PE)
SrSE = Sr. Staff Engineer (EIT)
Eng. Assoc. = Engineering Associate
JrE = Jr. Engineer (Intern)
2PS = Two Person Survey Party
ST = Survey Technician

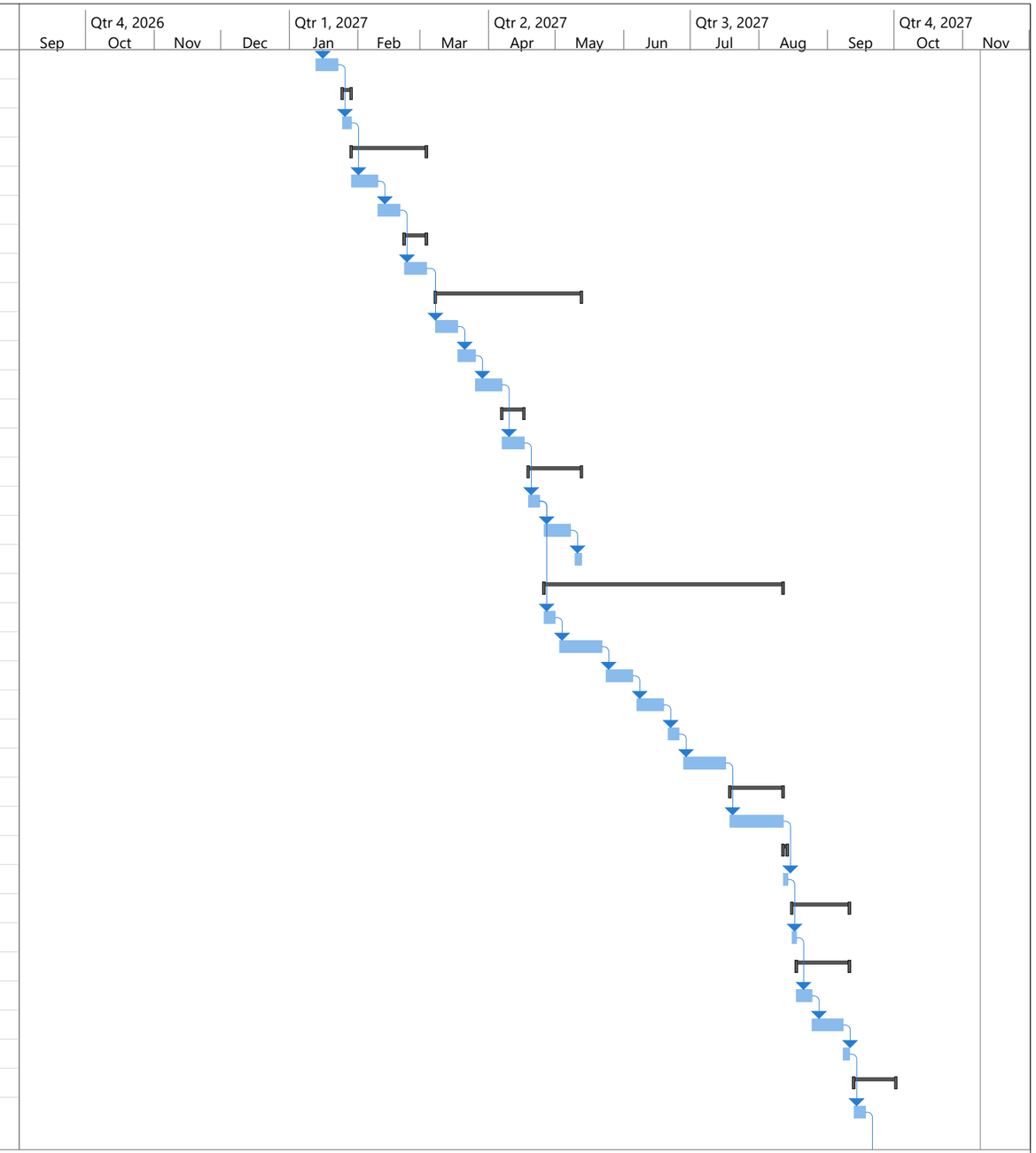
ID	Task Name	Duration	Start	Finish
1	**City of Sierra Madre - 2026 SMP**	**290 days**	**Mon 9/14/26**	**Fri 10/22/27**
2	Kick-Off Meeting	1 day	Mon 9/14/26	Mon 9/14/26
3	RFI / Research and Other Data Acquisition	20 days	Tue 9/15/26	Mon 10/12/26
4	Review and Discuss Design Criteria with Sierra Madre	8 days	Tue 9/22/26	Thu 10/1/26
5	**Compile Planning and Design Criteria Chapter (CH 6)**	**4 days**	**Fri 10/2/26**	**Wed 10/7/26**
6	Define Design Criteria and Planning Criteria	2 days	Fri 10/2/26	Mon 10/5/26
7	Draft Chapter	2 days	Tue 10/6/26	Wed 10/7/26
8	**Compile Existing Wastewater Collection System Chapter (CH 4)**	**10 days**	**Thu 10/8/26**	**Wed 10/21/26**
9	Draft Chapter	10 days	Thu 10/8/26	Wed 10/21/26
10	**Compile Tech Memo 1 (Ch 4 and Ch 6)**	**16 days**	**Thu 10/22/26**	**Thu 11/12/26**
11	Compile Tech Memo 1	3 days	Thu 10/22/26	Mon 10/26/26
12	Sierra Madre Review of Draft of TM 1	10 days	Tue 10/27/26	Mon 11/9/26
13	Finalize TM 1 (Ch 4 and Ch 6)	3 days	Tue 11/10/26	Thu 11/12/26
14	**Wastewater Flow Projections**	**34 days**	**Mon 10/26/26**	**Thu 12/10/26**
15	Review and Analyze Billing Data for Flows	12 days	Mon 10/26/26	Tue 11/10/26
16	Finalizing Flows with City	4 days	Wed 11/11/26	Mon 11/16/26
17	Develop Base Wastewater Flows	8 days	Tue 11/17/26	Thu 11/26/26
18	Develop I/I Flows	8 days	Fri 11/27/26	Tue 12/8/26
19	Develop Demand Projections	2 days	Wed 12/9/26	Thu 12/10/26
20	**Population and Land Use Analysis**	**10 days**	**Fri 12/11/26**	**Thu 12/24/26**
21	Review and Analyze Current Land Use	2 days	Fri 12/11/26	Mon 12/14/26
22	Land Use and Duty Factor	2 days	Tue 12/15/26	Wed 12/16/26
23	Impacts of Pending Developments	4 days	Thu 12/17/26	Tue 12/22/26
24	Population Analysis	2 days	Wed 12/23/26	Thu 12/24/26
25	**Compile Wastewater Flow Projections (CH 3)**	**8 days**	**Thu 12/17/26**	**Mon 12/28/26**
26	Draft Chapter	8 days	Thu 12/17/26	Mon 12/28/26
27	**Compile Study Area, Land Usage and Population Chapter (CH 2)**	**3 days**	**Tue 12/29/26**	**Thu 12/31/26**
28	Draft Chapter	3 days	Tue 12/29/26	Thu 12/31/26
29	**Compile Tech Memo 2 (Ch 2 and Ch 3)**	**16 days**	**Fri 1/1/27**	**Fri 1/22/27**
30	Compile Tech Memo 2	3 days	Fri 1/1/27	Tue 1/5/27
31	Sierra Madre Review of Draft of TM 2	10 days	Wed 1/6/27	Tue 1/19/27
32	Finalize TM 2 (Ch 2 and Ch 3)	3 days	Wed 1/20/27	Fri 1/22/27
33	**Construct Sewer Hydraulic Model**	**74 days**	**Mon 10/19/26**	**Thu 1/28/27**
34	Research and Construct Model	20 days	Mon 10/19/26	Fri 11/13/26
35	In Field Flow Monitoring and Data Organization	20 days	Thu 10/22/26	Wed 11/18/26
36	Allocate Base Wastewater Flows	5 days	Fri 12/11/26	Thu 12/17/26
37	Create Demand Scenarios	3 days	Fri 12/18/26	Tue 12/22/26
38	Steady State Scenario Calibration	15 days	Wed 12/23/26	Tue 1/12/27



Project: Sierra Madre_2026 SMP
Date: Mon 7/6/26

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

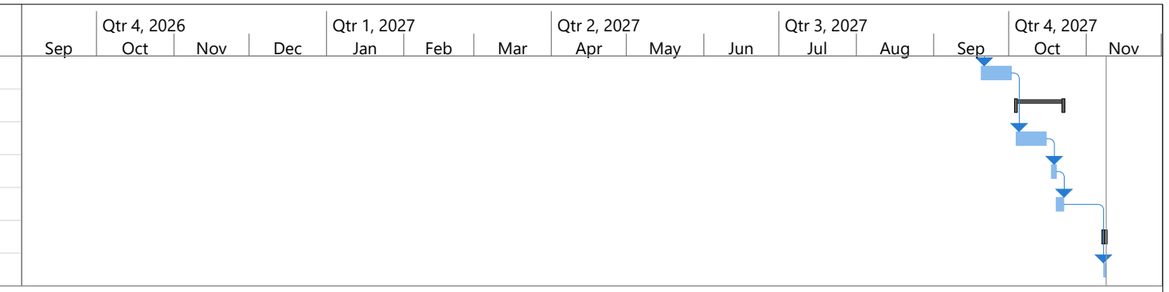
ID	Task Name	Duration	Start	Finish
39	Steady State Simulations	8 days	Wed 1/13/27	Fri 1/22/27
40	**Compile Computer Sewer Hydraulic Modeling Chapter (CH 5)**	**4 days**	**Mon 1/25/27**	**Thu 1/28/27**
41	Draft Chapter	4 days	Mon 1/25/27	Thu 1/28/27
42	**Perform Existing Water System Evaluation**	**24 days**	**Fri 1/29/27**	**Wed 3/3/27**
43	Existing Wastewater Collection System Evaluation	8 days	Fri 1/29/27	Tue 2/9/27
44	Gravity Sewer Main Capacity Analysis	8 days	Wed 2/10/27	Fri 2/19/27
45	**Compile Existing Wastewater System Evaluation Chapter (CH 7)**	**8 days**	**Mon 2/22/27**	**Wed 3/3/27**
46	Draft Chapter	8 days	Mon 2/22/27	Wed 3/3/27
47	**Perform Future Water System Evaluation**	**48 days**	**Mon 3/8/27**	**Wed 5/12/27**
48	Near-Term Wastewater Analysis	8 days	Mon 3/8/27	Wed 3/17/27
49	Long-Term Wastewater Analysis	6 days	Thu 3/18/27	Thu 3/25/27
50	Long-Term Infrastructure Recommendations	8 days	Fri 3/26/27	Tue 4/6/27
51	**Compile Future Wastewater System Evaluation Chapter (CH 8)**	**8 days**	**Wed 4/7/27**	**Fri 4/16/27**
52	Draft Chapter	8 days	Wed 4/7/27	Fri 4/16/27
53	**Compile Tech Memo 3 (Ch 5, 7 and 8)**	**18 days**	**Mon 4/19/27**	**Wed 5/12/27**
54	Compile Tech Memo 3	5 days	Mon 4/19/27	Fri 4/23/27
55	Sierra Madre Review of Draft of TM 3	10 days	Mon 4/26/27	Fri 5/7/27
56	Finalize TM 3 (Ch 5, 7, and 8)	3 days	Mon 5/10/27	Wed 5/12/27
57	**Compile Capital Improvement Project Program**	**78 days**	**Mon 4/26/27**	**Wed 8/11/27**
58	Cost Estimate Framework	5 days	Mon 4/26/27	Fri 4/30/27
59	Identifying Deficiencies	15 days	Mon 5/3/27	Fri 5/21/27
60	Compile Potential Projects	10 days	Mon 5/24/27	Fri 6/4/27
61	Prioritize CIPs	10 days	Mon 6/7/27	Fri 6/18/27
62	Review CIPs with Sierra Madre	5 days	Mon 6/21/27	Fri 6/25/27
63	Develop 5, 10, and 25-year CIP Schedule	15 days	Mon 6/28/27	Fri 7/16/27
64	**Compile CIP Chapter (CH 9)**	**18 days**	**Mon 7/19/27**	**Wed 8/11/27**
65	Draft Chapter	18 days	Mon 7/19/27	Wed 8/11/27
66	**Compile Introduction Chapter (CH 1)**	**2 days**	**Thu 8/12/27**	**Fri 8/13/27**
67	Draft Chapter	2 days	Thu 8/12/27	Fri 8/13/27
68	**Compile Executive Summary Chapter (CH 0)**	**20 days**	**Mon 8/16/27**	**Fri 9/10/27**
69	Draft Chapter	2 days	Mon 8/16/27	Tue 8/17/27
70	**Compile Tech Memo 4 (Ch 0, 1, and 9)**	**18 days**	**Wed 8/18/27**	**Fri 9/10/27**
71	Compile Tech Memo 4	5 days	Wed 8/18/27	Tue 8/24/27
72	Sierra Madre Review of Draft of TM 4	10 days	Wed 8/25/27	Tue 9/7/27
73	Finalize TM 4 (Ch 0, 1, and 9)	3 days	Wed 9/8/27	Fri 9/10/27
74	**Complete 90% Sewer Water Master Plan Submittal**	**15 days**	**Mon 9/13/27**	**Fri 10/1/27**
75	Submit 90% Draft Sewer Master Plan, Hydraulic Model, and Board Meeting Presentation to Sierra Madre	5 days	Mon 9/13/27	Fri 9/17/27



Project: Sierra Madre_2026 SMP
Date: Mon 7/6/26

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

ID	Task Name	Duration	Start	Finish
76	Final Review Comments by Sierra Madre	10 days	Mon 9/20/27	Fri 10/1/27
77	**100% Final Sewer Master Plan Update Submittal**	**15 days**	**Mon 10/4/27**	**Fri 10/22/27**
78	Compile Final Sewer Master Plan to Sierra Madre	10 days	Mon 10/4/27	Fri 10/15/27
79	Submit Final Sewer Master Plan to Sierra Madre	2 days	Mon 10/18/27	Tue 10/19/27
80	Final Sewer Master Plan Presentation to the Board for City Council	3 days	Wed 10/20/27	Fri 10/22/27
81	**Staff Training with InfoWater Software**	**1 day**	**Mon 11/8/27**	**Mon 11/8/27**
82	Staff Training with InfoWater Pro	1 day	Mon 11/8/27	Mon 11/8/27



Project: Sierra Madre_2026 SMP
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Task		Project Summary		Manual Task		Start-only		Deadline	
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Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Certificate of Insurance Statement

Civiltec is willing and able to meet City insurance requirements as outlined in the Professional Services Agreement. ***Civiltec*** will maintain insurance as described in the agreement and will require all of its subcontractors, consultants, and other agents to do the same.

Conflicts of Interest Disclosure

Civiltec 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, ***Civiltec*** 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. ***Civiltec*** 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 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.

Non-Collusion Affidavit

I, W. David Byrum, being first duly sworn, depose and say:

That I am the President/CEO of ***Civiltec Engineering, Inc.,*** the party making the foregoing proposal; that the proposal is genuine and not sham or collusive; that all statements contained therein are true; and that such proposal has not been made in the interest of or on behalf of any person not named therein.

The undersigned further declares that the proposer has not, directly or indirectly, induced or solicited any other proposer to submit a false or sham proposal, to refrain from submitting a proposal, or otherwise suppress competition.

The undersigned further declares that the proposer has not, directly or indirectly, sought by agreement, communication, or conference with any person to fix the proposal price or the proposal price of any other proposer, or to fix any overhead, profit, or cost element of the proposal price or that of any other proposer, or to secure any advantage against the public body awarding the contract or against any person interested in the proposed contract.

The undersigned further declares that all statements contained in the proposal are true and that the proposer has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, except as authorized by law or as necessary to prepare the proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Civiltec Engineering, Inc
W. David Byrum
President/CEO

APPENDIX A

Corporate Resolution of Signing Authority
Civiltec engineering, inc.

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors hereby approves to authorize and empower the following individuals to make, execute, and deliver in the name of and on behalf of the corporation, agreements, and contracts entered into by this Corporation.

Name: W. David Byrum, PE

Position: President

Telephone: 626-357-0588

Email: dbyrum@civiltec.com

Signature: _____

Name: C. Shem Hawes, PE

Position: Principal, Principal Engineer

Telephone: 714-459-7957

Email: shawes@civiltec.com

Signature: _____

Name: David Song, PE

Position: Principal, Sr. Project Manager

Telephone: 626-357-0588

Email: dsong@civiltec.com

Signature: _____

Name: Andrew Shroads, PE

Position: Principal, Sr. Project Manager

Telephone: 602-428-7564

Email: ashroads@civiltec.com

Signature: _____

Name: Christopher Dusza, PE

Position: Principal, Vice President

Telephone: 623-582-0970

Email: cdusza@civiltec.com

Signature: _____

The undersigned certifies that she is the properly elected and qualified Secretary of the books, records and seal of ***Civiltec engineering, inc.***, a corporation duly conformed pursuant to the laws of the state of California, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of ***Civiltec engineering, inc.*** on June 25, 2024.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

_____ July 17, 2024

Diana Occhipinti, Corporate Secretary — Date

CIVILTEC ENGINEERING INC. INCORPORATED MAR. 21 1986 CALIFORNIA

APPENDIX B

GRETEL D. OCHOA-NHAC, PE

ASSOCIATE, PROJECT MANAGER

PROFESSIONAL REGISTRATION

Professional Civil Engineer
California No. 91903

EDUCATION

M.S. Civil Engineering with Emphasis in Transportation Engineering, California State Polytechnic University, Pomona, 2015

B.S. Civil Engineering, California State Polytechnic University, Pomona, 2012

PROFESSIONAL AFFILIATIONS

Southern California Water Utilities Association

American Water Works Association

EXPERTISE

☒Civil Engineering
☒Drainage Engineering
☐Electrical Engineering
☐Transportation Engineering
☒Wastewater Engineering
☒Water Engineering
☐Survey
☒Construction Management

SUMMARY

Ms. Ochoa-Nhac has 13+ years (11+ with Civiltec) of experience in civil engineering. Her experience includes water modeling/analysis using InfoWater, design of pipelines and roadway improvements, water master plans, urban water management plans, water audits, and validations. She has also done research, scheduling, coordinating with project managers, stakeholders, and entire teams, and assisted in driving on-time deliverables. She understands the importance of working together with the team to produce a great product on time. Additionally, Ms. Ochoa-Nhac assisted with construction management tasks for the Monrovia Station Square project such as keeping various documents organized, preparing pay request packages, updating spreadsheets, and assisting the project manager as needed. Software expertise includes Civil3D, ArcGIS, InfoWater, and Global Mapper.

PROJECT EXPERIENCE

Sewer Management Plan Update, City of La Verne

Project Manager. Prepared the updated Wastewater Master Plan for the City of La Verne, evaluating over 100 miles of existing sewer lines, two lift stations, force mains, and ancillary facilities serving ~8,667 lateral connections and 12,741 sewer units. Conducted flow monitoring, developed a new hydraulic model for present and projected (2040) conditions, and assessed structural integrity and capacity constraints in light of growth, land-use changes, and regulatory requirements. Identified critical capital improvements and prioritized projects by risk and cost, while addressing system chokepoints—especially across constrained crossings of the 210 Freeway and railroad corridors. Coordinated data gathering, mapping, and stakeholder input, and delivered a capital improvement plan with cost estimates, phased implementation strategy, and justification of deferred projects from the prior 2007 plan. The result is a forward-looking, implementable roadmap that enhances reliability, supports city growth, and aligns infrastructure investment with long-term operational resilience.

2025 Sanitary Sewer Management Plan, City of San Gabriel

Project Manager. Prepared updates to the City's Sewer Master Plan and Sewer System Management Plan, including evaluation of the wastewater collection system, capacity assurance, and long-term capital improvement planning. Services included review of GIS mapping and asset data, integration of CCTV inspection results and hydraulic modeling information, evaluation of system capacity and condition, development of prioritized rehabilitation and replacement recommendations, regulatory compliance with State Water Resources Control Board requirements, and preparation of planning documents to support ongoing operation, maintenance, and future capital improvements.

2025 Urban Water Management Plan, Valley County Water District

Project Manager. Prepared the District's 2025 Urban Water Management Plan (UWMP) in compliance with the California Water Code and Department of Water Resources (DWR) requirements. Services included evaluation of existing and projected water demands, assessment of groundwater and imported water supplies, drought risk assessment, preparation of the Water Shortage Contingency Plan, development of demand management measures, population and water use projections, stakeholder coordination, public hearing support, regulatory documentation, and final adoption and electronic submittal to DWR and other required agencies.

La Cañada Water Master Plan, La Cañada Irrigation District

Project Manager. Evaluated the existing water distribution system serving approximately 9,500 residents in the Crescenta Valley and identified system deficiencies within the District's 44% service area in La Cañada Flintridge. Developed capital improvement recommendations, including new pipelines, reservoirs, and pump upgrades, to improve system reliability and accommodate projected water demands through 2040.

2021 Water Master Plan Update, Pico Water District

Updated the Pico Water District Water Master Plan from 2008 with a new comprehensible plan that will address current and future infrastructure needs, review and update the hydraulic model, analyze the fire suppression system needs and inadequacies, and recommend power demand reductions for upcoming capital improvement plans.

Los Angeles County Water System Master Plan and Hydraulic Model Update, San Gabriel Valley Water Company

Updated the 2024 Water System Master Plan for San Gabriel Valley Water Company's Los Angeles County Division, conducting hydraulic modeling, demand forecasting, and regulatory assessments to design system improvements that ensure water quality and reliability for over 262,000 residents.

Integrated Water Master Plan and Capital Improvement Projects, Town of Chino Valley

Oversaw the production of an integrated water resources, water, wastewater, and reclaimed water master plan to ensure any proposed infrastructure suits the Town-wide utility system even with ongoing expansion. This includes a field survey, GIS base map, land use, facility and planning analyses, hydraulic modeling, water, wastewater, and recycled water planning, water resource integration, and CIP development.

2025 Water Master Plan, City of Covina

Project Manager. Oversaw preparation of the Water Master Plan update, including coordination of data collection, land use and water demand evaluations, hydraulic modeling efforts, and development of capital improvement recommendations. Directed preparation of technical reports, exhibits, and presentation materials while coordinating with City staff to support review, approval, and long-term water system planning.

Capital Improvement Plan Water Master Plan Update, Sunny Slope Water Company

Project Manager. Developed an updated WMP for Sunny Slope Water Company, focusing on modernizing the Capital Improvement Program to align with current economic conditions and long-term operational goals. Delivered tailored solutions, including hydraulic model updates, system performance evaluations, and prioritized infrastructure improvements. Ensured comprehensive planning and strategic recommendations to enhance system efficiency and sustainability.

W. DAVID BYRUM, PE

PRINCIPAL-IN-CHARGE

PROFESSIONAL REGISTRATION

Professional Civil Engineer
California No. 43296

EDUCATION

B.S. Mechanical Engineering, University of California, Los Angeles, 1977
A.S. Electro-Mechanical Engineering, Western Texas College, 1974

PROFESSIONAL AFFILIATIONS

American Council of Engineering Companies
American Water Works Association
Association of California Water Agencies
California Utility Executives Management Association, Board of Directors
California Water Environment Association
Orange County Water Association
Rural Water Association of Arizona
Southern California Water Utilities Association, Past President
San Gabriel Valley Water Association

EXPERTISE

☒Civil Engineering
☒Drainage Engineering
☐Electrical Engineering
☒Transportation Engineering
☒Wastewater Engineering
☒Water Engineering
☐Survey
☒Construction Management

SUMMARY

Mr. Byrum is President and Principal Engineer of ***Civiltec Engineering, Inc***. He is responsible for the overall management of ***Civiltec's*** headquarter office. Mr. Byrum has 48+ years (33+ with ***Civiltec***) of experience as a systems planner, design engineer, project manager, principal engineer, and construction manager. He is an expert in the planning and design of water distribution and transmission pipelines, water treatment plants, booster pumping stations, steel and concrete reservoirs, groundwater wells, specialty valving stations, wastewater lift stations, flow equalization stations, wastewater treatment plants, storm drains, and street improvement projects. He also prepares regulatory agency compliance reports and technical studies to ensure water and wastewater purveyors remain in compliance with current regulations. Mr. Byrum serves as an expert witness and has been involved in several cases centered on water industry issues, including the Chromium 6 Pacific Gas and Electric (PG&E) case for 6 years.

Mr. Byrum has engineered numerous water disinfection systems including gas chlorination, sodium hypochlorite bulk and generation and chloramination systems. This includes the design of disinfection conversion systems for La Verne, Alhambra and Crescenta Valley Water District. Each agency was using gas chlorination and was converted to a sodium hypochlorite generation system.

PROJECT EXPERIENCE

Sewer Management Plan Update, City of La Verne

Principal in Charge. Provided executive oversight for preparation of the City's updated Wastewater Master Plan, including evaluation of more than 100 miles of sewer lines, two lift stations, force mains, and ancillary facilities serving approximately 8,667 lateral connections and 12,741 sewer units. Directed development of the hydraulic model for existing and projected (2040) conditions, assessment of system capacity and structural integrity, and identification of prioritized capital improvements to address growth, regulatory requirements, and critical system constraints. Oversaw coordination of data collection, mapping, stakeholder input, and development of a phased Capital Improvement Plan with cost estimates and implementation strategy to support long-term system reliability and resilience.

Los Angeles County Water System Master Plan and Hydraulic Model Update, San Gabriel Valley Water Company

Principal-in-Charge. Directed the 2024 Water System Master Plan update for San Gabriel Valley Water Company's Los Angeles County Division, guiding hydraulic modeling, demand forecasting, and regulatory assessments to identify system improvements that enhance water quality and reliability for more than 262,000 residents.

2025 Sanitary Sewer Management Plan, City of San Gabriel

Principal in Charge. Provided executive oversight for preparation of the City's Sewer Master Plan and Sewer System Management Plan, including evaluation of the wastewater collection system, capacity assurance, and long-term capital improvement planning. Directed review of GIS mapping, asset data, CCTV inspection results, and hydraulic modeling information to evaluate system capacity and condition, develop prioritized rehabilitation and replacement recommendations, ensure compliance with State Water Resources Control Board requirements, and deliver planning documents supporting ongoing operations, maintenance, and future capital improvements.

2025 Urban Water Management Plan, Valley County Water District

Principal in Charge. Led development of the District's 2025 Urban Water Management Plan (UWMP), ensuring compliance with California Water Code and Department of Water Resources (DWR) requirements. Directed evaluation of existing and projected water demands, groundwater and imported water supplies, drought risk, Water Shortage Contingency Planning, demand management measures, and population and water use projections. Guided stakeholder coordination, regulatory documentation, public hearing support, and final adoption and electronic submittal to DWR and other required agencies.

2025 Water Master Plan, City of Covina

Principal-in-Charge. Provided senior technical leadership for preparation of the Water Master Plan update, guiding coordination of data collection, land use and water demand evaluations, hydraulic modeling, and development of capital improvement recommendations. Directed technical reviews and coordinated with City staff to support project delivery, plan approval, and long-term water system planning.

2021 Water Master Plan Update, Pico Water District

Principal-in-Charge. Directed the 2021 Water Master Plan update for Pico Water District, providing strategic leadership for development of a comprehensive plan addressing current and future infrastructure needs. Guided updates to the hydraulic model, evaluation of fire suppression system deficiencies, and recommendations for power demand reductions and capital improvements to support long-term system reliability.

Capital Improvement Plan Water Master Plan Update, Sunny Slope Water Company

Principal-in-Charge. Guided development of the Water Master Plan update, providing strategic direction for modernization of the Capital Improvement Program to align with current economic conditions and long-term operational goals. Oversaw hydraulic model updates, system performance evaluations, and development of prioritized infrastructure improvements to enhance system efficiency and sustainability.

2022 Water Master Plan, La Habra Heights County Water District

Oversaw the development of the 2022 Water Master Plan for the La Habra Heights County Water District, encompassing hydraulic modeling, water quality analysis, and demand projections to enhance system efficiency. Led comprehensive assessments addressing pipeline replacements, pressure zone mapping, and critical system vulnerabilities, ensuring alignment with future growth and sustainability objectives. Collaborated with a multidisciplinary team to deliver innovative solutions tailored to meet the district's unique operational challenges

DAVID H. SONG, PE

QA/QC MANAGER

PROFESSIONAL REGISTRATION

Professional Civil Engineer
California No. 76613

EDUCATION

B.S. Civil Engineering, University of California, Los Angeles, 2004

PROFESSIONAL AFFILIATIONS

American Water Works Association
Southern California Water Utility Association

EXPERTISE

☒Civil Engineering
☐Drainage Engineering
☐Electrical Engineering
☒Transportation Engineering
☒Wastewater Engineering
☒Water Engineering
☐Survey
☒Construction Management

SUMMARY

Mr. Song has 22+ years (20+ with ***Civiltec***) of engineering experience. His expertise is in potable water infrastructure design, engineering, and management. His typical responsibilities include project management and supervision of design staff, client correspondence, management of project budgets and schedules, technical writing and planning, hydraulic analysis and modeling, developing contract bid documentation, preparing specifications and cost estimates, construction management and performing project plan checks. Mr. Song has been responsible for the design and project management of more than 400,000 linear feet of distribution and transmission pipelines and construction traffic control plans, pump stations, wells, and reservoirs. He has also secured permits for projects with public agencies and cities located in Los Angeles, Orange and Ventura Counties, California Department of Public Health and California Department of Transportation.

Mr. Song has prepared and provided oversight cost estimates for 100+ projects within the last 5 years. These projects involved potable and recycled water distribution pipelines, pump stations, and reservoirs for water companies, water districts, municipalities, and private developers.

PROJECT EXPERIENCE

La Cañada Water Master Plan, La Cañada Irrigation District

Principal-in-Charge and QA/QC Manager. Located in the Crescenta Valley, serves approximately 9,500 residents with a focus on single-family residential areas. The study evaluates existing system performance and identifies deficiencies across its 44% service coverage of La Cañada Flintridge, proposing a range of CIP improvements. Recommendations include new infrastructure, such as pipelines, reservoirs, and pump upgrades, to enhance water system reliability and prepare for future demand projections up to 2040.

2021 Water Master Plan Update, Pico Water District

Project Manager. Responsible for updating Pico Water District Water Master Plan from 2008 with a new comprehensible plan that will address current and future infrastructure needs, review and update the hydraulic model, analyze the fire suppression system needs and inadequacies, and recommend power demand reductions for upcoming capital improvement plans.

Capital Improvement Plan Water Master Plan Update, Sunny Slope Water Company

Developed an updated WMP for Sunny Slope Water Company, focusing on modernizing the Capital Improvement Program to align with current economic conditions and long-term operational goals. Delivered tailored

solutions, including hydraulic model updates, system performance evaluations, and prioritized infrastructure improvements. Ensured comprehensive planning and strategic recommendations to enhance system efficiency and sustainability.

2025 Urban Water Management Plan Update, City of Corona

Prepared the City's 2025 Urban Water Management Plan (UWMP), including demand forecasting, evaluation of existing and future water supplies, assessment of system reliability under single- and multi-dry year conditions, and updates to the Water Shortage Contingency Plan and Demand Management Measures. Coordinated with City staff and regional agencies, performed technical analyses and data validation, and ensured compliance with evolving state regulatory requirements to support long-term water supply planning and reliability.

Fire Flow Modeling, San Gabriel County Water District

Project Manager. Oversaw fire flow modeling to verify and document the availability and adequacy of fire hydrants and water systems for building permits. This includes coordinating with water purveyors, ensuring compliance with fire flow requirements, and facilitating the approval process with the Fire Prevention Division

Capital Improvement Plan Pipeline Replacements, City of Beverly Hills

Project Manager. Provided professional surveying and engineering services to replace existing pipelines in Beverly Hills and West Hollywood based upon the current capital improvement program. Project consists of approximately 28,616 linear feet of 8-inch and 12-inch ductile iron pipeline in various streets and will replace several isolation valves in close proximity to these pipeline projects. Project also includes reconnection and/or replacement of existing services and meters, reconnection or replacement of existing fire hydrants, new isolation valves, and connections to existing water system.

Carbon Canyon Booster Pump Station #3, City of Brea

Project Manager. Prepared final plans, specifications, and estimate (PS&E) package to improve Carbon Canyon Booster Pump Station #3, which pumps water from the 1000 to the 1400 Pressure Zone. Improvements included replacement of the existing pump and pressure relief valve and piping, construction of a new block wall building, new electrical switchgear and motor control center, and a new 175 kW generator. Other design elements included a building to house all existing and new equipment with separate rooms for the electrical panels and the generator, properly sized switchgear footprint that addresses Variable Frequency Drive (VFD) cooling requirements, and incorporation of Brea's programmable logic controller panel hardware requirements. Took over design plans and specifications from another contractor to finalize, stamp and sign in preparation for bidding and construction.

New Deane Zone 1.5 Million Gallon Tank - Planning Study, Santa Clarita Valley Water Agency

Project Engineer. Working with the Santa Clarita Valley Water Agency to provide professional engineering services for the design and determining the best siting of a new 1.5-million-gallon steel tank at the existing Deane Zone Tank site in Santa Clarita California to make up a deficient in storage capacity as per the 2013 Water Master Plan. In addition, other updates to the existing tank sits may arise as they were constructed in 1992 and do not have concrete footing and previous work to surrounding areas have left them in need of landscaping to the surrounding vegetation.

TIMOTHY KWAN, PE

PROJECT ENGINEER

PROFESSIONAL REGISTRATION

Professional Civil Engineer
California No. 95525

EDUCATION

B.S., Civil Engineering, California State Polytechnic University, Pomona, 2020

EXPERTISE

☒Civil Engineering
☐Drainage Engineering
☐Electrical Engineering
☐Transportation Engineering
☒Wastewater Engineering
☒Water Engineering
☐Survey
☐Construction Management

SUMMARY

Mr. Kwan has 8+ years (all with ***Civiltec***) of hydraulic modeling and water engineering experience. He has updated existing models, calibrating models, troubleshooting models, and creating operational scenarios, steady state, simulations models, and capital improvement project impact models. In addition, he routinely creates extended period scenarios, produces fire flow results, and provides future system modeling results that ultimately help create capital improvement projects that benefit the client's water system. Mr. Kwan has been involved in more than 50 different hydraulic modeling projects, including San Gabriel's Rio Hondo College water system and storage volume study. His software experience includes ArcGIS and InfoWater.

PROJECT EXPERIENCE

2025 Urban Water Management Plan, Valley County Water District

Prepared the District's 2025 Urban Water Management Plan (UWMP) in compliance with California Water Code and Department of Water Resources (DWR) requirements. Evaluated existing and projected water demands, groundwater and imported water supplies, drought risk, and water shortage contingency planning, while developing demand management measures, population and water use projections, regulatory documentation, and final plan adoption and submittal to DWR and other required agencies.

La Cañada Water Master Plan, La Cañada Irrigation District

Evaluated the existing water distribution system serving approximately 9,500 residents in the Crescenta Valley and identified system deficiencies within the District's 44% service area in La Cañada Flintridge. Developed capital improvement recommendations, including new pipelines, reservoirs, and pump upgrades, to improve system reliability and accommodate projected water demands through 2040.

2021 Water Master Plan Update, Pico Water District

Prepared the 2021 Water Master Plan update to evaluate current and future infrastructure needs, update the hydraulic model, assess fire suppression system deficiencies, and recommend power demand reductions to support future capital improvement planning.

Los Angeles County Water System Master Plan and Hydraulic Model Update, San Gabriel Valley Water Company

Prepared the 2024 Water System Master Plan update for San Gabriel Valley Water Company's Los Angeles County Division, including hydraulic modeling, demand forecasting, and regulatory assessments to develop system improvements that enhance water quality and reliability for more than 262,000 residents.

2025 Water Master Plan, City of Covina

Prepared the Water Master Plan update, including data collection, land use and water demand evaluations, hydraulic modeling, and development of capital improvement recommendations. Supported preparation of technical reports, exhibits, and presentation materials for agency review and approval while contributing to long-term water system planning and implementation of future infrastructure improvements.

Capital Improvement Plan Water Master Plan Update, Sunny Slope Water Company

Prepared the Water Master Plan update, focusing on modernization of the Capital Improvement Program to support current economic conditions and long-term operational goals. Updated the hydraulic model, evaluated system performance, and developed prioritized infrastructure improvement recommendations to enhance system efficiency, support future planning efforts, and improve long-term system sustainability.

2022 Water Master Plan, La Habra Heights County Water District

Contributed to the development of the 2022 Water Master Plan for the La Habra Heights County Water District, encompassing hydraulic modeling, water quality analysis, and demand projections to enhance system efficiency. Led comprehensive assessments addressing pipeline replacements, pressure zone mapping, and critical system vulnerabilities, ensuring alignment with future growth and sustainability objectives. Collaborated with a multidisciplinary team to deliver innovative solutions tailored to meet the district's unique operational challenges.

2023 Water Master Plan Update, Orchard Dale Water District

Contributed to preparation of the Orchard Dale Water District Water Master Plan, including SCADA system assessments, operational data analysis, and development of strategic recommendations for infrastructure improvements. Collaborated with District staff to evaluate water supply reliability, optimize system performance, and support long-term planning through data-driven engineering analyses and recommendations.

Skyline Ranch Fire Flows and Hydraulic Modeling, Santa Clarita Valley Water Agency

Evaluated and modeled the wastewater system to verify compliance with Santa Clarita Valley Water Agency fire protection standards while maintaining efficient facility operations. Performed hydraulic modeling using WaterGEMS to assess system capacity, simulate fire flow demands, and identify infrastructure improvements to enhance system reliability. Coordinated with Santa Clarita Valley Water Agency and local fire officials to develop data-driven recommendations supporting regulatory compliance and long-term system resilience.

Carbon Canyon Booster Pump Station #3, City of Brea

Prepared final plans, specifications, and estimate (PS&E) package to improve Carbon Canyon Booster Pump Station #3, which pumps water from the 1000 to the 1400 Pressure Zone. Improvements included replacement of the existing pump and pressure relief valve and piping, construction of a new block wall building, new electrical switchgear and motor control center, and a new 175 kW generator. Other design elements included a building to house all existing and new equipment with separate rooms for the electrical panels and the generator, properly sized switchgear footprint that addresses Variable Frequency Drive (VFD) cooling requirements, and incorporation of Brea's programmable logic controller panel hardware requirements. Took over design plans and specifications from another contractor to finalize, stamp and sign in preparation for bidding and construction.

JACQUELINE TRUJILLO

ENGINEERING ASSOCIATE

EDUCATION

B.S., Civil Engineering, California State Polytechnic University, Pomona, 2024

EXPERTISE

☒Civil Engineering
☐Drainage Engineering
☐Electrical Engineering
☐Transportation Engineering
☐Wastewater Engineering
☒Water Engineering
☐Survey
☐Construction Management

SUMMARY

Jacqueline has 2+ years of experience (1+ with Civiltec) who joined with a strong academic foundation in civil engineering and a particular interest in water resources. During her senior year, she worked on several notable projects; including the redesign and redevelopment of the Fairplex, water distribution network analysis, and the hydraulic design of a water storage tank. These experiences played a key role in cultivating her passion for water infrastructure.

She is proficient in a range of industry-standard software tools, including ArcGIS, AutoCAD, Civil 3D, MicroStation, and has hands-on experience with fire flow testing. Jacqueline has contributed to hydraulic modeling and analysis, reviewed water system design reports for Arizona Water Company, and supported the development of potential Capital Improvement Projects (CIPs) for various clients.

PROJECT EXPERIENCE

2025 Urban Water Management Plan, Valley County Water District

Prepared the District's 2025 Urban Water Management Plan (UWMP) in compliance with California Water Code and Department of Water Resources (DWR) requirements. Evaluated existing and projected water demands, groundwater and imported water supplies, drought risk, and water shortage contingency planning, while developing demand management measures, population and water use projections, regulatory documentation, and final plan adoption and submittal to DWR and other required agencies.

2025 Water Master Plan, City of Covina

Prepared the Water Master Plan update, including data collection, land use and water demand evaluations, hydraulic modeling, and development of capital improvement recommendations. Supported preparation of technical reports, exhibits, and presentation materials for agency review and approval while contributing to long-term water system planning and implementation of future infrastructure improvements.

La Cañada Water Master Plan, La Cañada Irrigation District

Evaluated the existing water distribution system serving approximately 9,500 residents in the Crescenta Valley and identified system deficiencies within the District's 44% service area in La Cañada Flintridge. Developed capital improvement recommendations, including new pipelines, reservoirs, and pump upgrades, to improve system reliability and accommodate projected water demands through 2040.

2025 Urban Water Management Plan Update, City of Corona

Prepared the City's 2025 Urban Water Management Plan (UWMP), including demand forecasting, evaluation of existing and future water supplies, assessment of system reliability under single- and multi-dry year conditions, and updates to the Water Shortage Contingency Plan and Demand Management Measures. Coordinated with City staff and regional agencies, performed technical analyses and data validation, and ensured compliance with evolving state regulatory requirements to support long-term water supply planning and reliability.

2025 Water Master Plan, City of San Fernando

Prepared the Water Master Plan, including review of existing conditions, data collection and analysis, hydraulic modeling, GIS system mapping, and identification of water system improvements. Developed short- and long-term capital improvement recommendations, evaluated funding options, and supported preparation and adoption of the Master Plan to guide future water system planning and infrastructure investment.

2025 Urban Water Management Plan, Orchard Dale Water District

Prepared the District's 2025 Urban Water Management Plan (UWMP) in accordance with California Water Code and Department of Water Resources requirements. Evaluated system demands, water supplies, water shortage reliability, demand management measures, population and water use projections, and regulatory compliance while coordinating stakeholder outreach, preparing technical documentation, and supporting final plan adoption and electronic submittal.

Fire Flow Modeling, San Gabriel County Water District

Performed fire flow modeling to evaluate and document the availability and adequacy of fire hydrants and water distribution systems for building permit applications. Coordinated with water purveyors, verified compliance with fire flow requirements, and supported the approval process with the Fire Prevention Division.

New Well 6 Engineering Design & Construction Services, Serrano Water District

Provided engineering, environmental, and construction support services for the drilling and equipping of a new 3,000 GPM municipal groundwater production well at the District’s headquarters facility. Scope included site evaluation, topographic survey coordination, geotechnical and hydrogeologic investigations, Drinking Water Source Assessment Program (DWSAP) Report, CEQA and NEPA documentation, and preparation of a Basis of Design Report and bid-ready PS&E documents. Design incorporated well casing and equipping, pump-to-waste and yard piping, a masonry well building with acoustic treatments, electrical and SCADA integration, and a standby diesel generator. Services also included bid-phase assistance, construction management, well drilling and testing oversight, start-up support, and project closeout, supporting system reliability and redundancy for the District’s potable water supply.

Hydraulic Modeling, City of Azusa

Performed hydraulic analysis of the City's water distribution system to evaluate system performance and optimize hydraulic operations. Assessed pressure zones, reservoir capacities, and booster pump operations, using information from the City's 2015 Water Master Plan Update to identify operational challenges and develop recommendations to improve overall system performance.

JOSUE MAYORGA

ENGINEERING ASSOCIATE

EDUCATION

B.S., Civil Engineering, California Polytechnic State University, Pomona, 2025

EXPERTISE

☒Civil Engineering
☐Drainage Engineering
☐Electrical Engineering
☐Transportation Engineering
☐Wastewater Engineering
☒Water Engineering
☐Survey
☐Construction Management

SUMMARY

Mr. Mayorga is a recent college graduate and has 1+ year of experience with Civiltec. His academic experience includes a senior project focused on carbon net zero sustainability, where he played an architectural design role supporting renewable energy, energy efficiency, and carbon offset initiatives. He is proficient in AutoCAD, Civil 3D, MicroStation, Revit, Lumion, and Synchro. Mr. Mayorga is a dedicated and adaptable team player with strong communication skills.

PROJECT EXPERIENCE

2025 Urban Water Management Plan, Valley County Water District

Prepared the District's 2025 Urban Water Management Plan (UWMP) in compliance with California Water Code and Department of Water Resources (DWR) requirements. Evaluated existing and projected water demands, groundwater and imported water supplies, drought risk, and water shortage contingency planning, while developing demand management measures, population and water use projections, regulatory documentation, and final plan adoption and submittal to DWR and other required agencies.

2025 Water Master Plan, City of Covina

Prepared the Water Master Plan update, including data collection, land use and water demand evaluations, hydraulic modeling, and development of capital improvement recommendations. Supported preparation of technical reports, exhibits, and presentation materials for agency review and approval while contributing to long-term water system planning and implementation of future infrastructure improvements.

La Cañada Water Master Plan, La Cañada Irrigation District

Evaluated the existing water distribution system serving approximately 9,500 residents in the Crescenta Valley and identified system deficiencies within the District's 44% service area in La Cañada Flintridge. Developed capital improvement recommendations, including new pipelines, reservoirs, and pump upgrades, to improve system reliability and accommodate projected water demands through 2040.

2025 Urban Water Management Plan Update, City of Corona

Prepared the City's 2025 Urban Water Management Plan (UWMP), including demand forecasting, evaluation of existing and future water supplies, assessment of system reliability under single- and multi-dry year conditions, and updates to the Water Shortage Contingency Plan and Demand Management Measures. Coordinated with City staff and regional

agencies, performed technical analyses and data validation, and ensured compliance with evolving state regulatory requirements to support long-term water supply planning and reliability.

2025 Water Master Plan, City of San Fernando

Prepared the Water Master Plan, including review of existing conditions, data collection and analysis, hydraulic modeling, GIS system mapping, and identification of water system improvements. Developed short- and long-term capital improvement recommendations, evaluated funding options, and supported preparation and adoption of the Master Plan to guide future water system planning and infrastructure investment.

2025 Urban Water Management Plan, Orchard Dale Water District

Prepared the District's 2025 Urban Water Management Plan (UWMP) in accordance with California Water Code and Department of Water Resources requirements. Evaluated system demands, water supplies, water shortage reliability, demand management measures, population and water use projections, and regulatory compliance while coordinating stakeholder outreach, preparing technical documentation, and supporting final plan adoption and electronic submittal.

Fire Flow Modeling, San Gabriel County Water District

Performed fire flow modeling to evaluate and document the availability and adequacy of fire hydrants and water distribution systems for building permit applications. Coordinated with water purveyors, verified compliance with fire flow requirements, and supported the approval process with the Fire Prevention Division.

Well 2A Nitrate Treatment System, City of San Fernando

Provided engineering design and permitting services for a 2,000 GPM nitrate treatment system at Well No. 2A utilizing an Envirogen SimPACK regenerable ion exchange system. Scope included preliminary and final design (30%–100% PS&E), hydraulic analysis, treatment influent/effluent and waste piping design, building expansion layout, electrical and SCADA coordination, emergency generator integration, and site improvements. Services also included CEQA categorical exemption documentation, multi-agency permitting, bid-phase support, and construction-phase technical services, supporting delivery of a fast-tracked treatment solution to meet regulatory nitrate limits.

MARK SERRES, MSEE

Mark Serres is an engineer with over 30 years of experience in fresh and wastewater systems, project management, and systems management. Mark has integration experience in relation to complex industrial systems, including experience in industrial automation and water/wastewater industries. His project capabilities include GIS data collection, development, and maintenance; sanitary sewer Capacity, Management, Operations, and Maintenance (CMOM) programs; wastewater collection, conveyance, treatment, and discharge facility design and permitting; and combined and sanitary gravity sewer modeling.

Years of Experience: 30

Education:
MS, Electrical and Electronic Engineering
Heriot Watt, University
Edinburgh, Scotland
BS, Electrical Engineering
Heriot Watt University
Edinburgh, Scotland

Orange County Sanitation District Wastewater Monitoring and Water Quality Sampling. Project Manager for the Local Limits project and HATS projects. OCSD Metered Flow to IRWD Facilities. OCSD Collections installed temporary flow meters at all connections to the HATS for a period of 14 days every year, on the anniversary of the connection, or as requested by CSD. The total of the actual meter readings from these temporary meters will be deducted from the total meter readings at the Main Street Pump Station for each month flow is received from OCSD into the HATS.

City of Santa Barbara Wastewater Monitoring and Water Quality Sampling. This includes the Flow Monitoring and Wastewater Sampling at eleven locations. Water sampling analysis was provided by US3 on 24 hour sample daily basis. US3 will provided all C31 traffic control per Cal-Trans Methods & Procedures. All Sewer Flow Monitoring was performed using proportional sampling based on flow monitoring real-time results.

City of Culver City Wastewater Monitoring and Sewer Planning. Project Manager for the monitoring and planning Services for a seven pump station integration and flow monitoring project for the City of Culver City. Tasks included: providing wastewater monitoring, preparing and replacing pump station control system at two sites; installing a custom metering system; providing flow monitoring for the integration of a city-wide wireless telemetry implementation of a wireless communication network; installing wastewater event notification systems.

City of Laguna Beach Sewer Planning and Wastewater Monitoring Project Engineer for the planning, installation, and monitoring of 29 pump stations in the City of Laguna Beach. Tasks include: providing wastewater monitoring; installing an event notification system; assisting in the installation of a communication tower; providing pump station level monitoring; and planning and implementing a successful sewer study in several difficult pump station sites.

City of Riverside Sewer Flow Monitoring Project Project Engineer for the integration of a sewer flow monitoring system with a city-wide wireless telemetry network. Tasks include: installing wastewater event notification systems; providing system-wide sewer planning; wastewater monitoring; integrating a city-wide Supervisory Control and Data Acquisition (SCADA) system; installing a treatment plant metering system; and providing training to City staff for future wastewater monitoring.

City of South Pasadena Wastewater Monitoring Project Engineer for a wireless sewer flow monitoring project in the City of South Pasadena. Tasks include installing a custom metering system, analyzing wastewater for inflow and infiltration, and training City staff on the operation and maintenance of the wastewater monitoring system.

THOMAS WILLIAMS, BSEE, BSME

Thomas Williams is an electrical and manufacturing engineer with over 24 years of experience in fresh and wastewater systems, project management, and systems management. Thomas is the Engineering Manager for US3. Thomas has integration experience in relation to complex industrial systems, including experience in industrial automation and water/wastewater industries. His project capabilities include GIS data collection, development, and maintenance; sanitary sewer Capacity, Management, Operations, and Maintenance (CMOM) programs; wastewater collection, conveyance, treatment, and discharge facility design and permitting; and combined and sanitary gravity sewer modeling.

Years of Experience: 24

Education

BSEE, Electrical Engineering
Indiana University - Purdue University Fort Wayne
BSME, Manufacturing Engineering
Indiana University - Purdue University Fort Wayne

Orange County Sanitation District Wastewater Monitoring and Water Quality Sampling. This includes the Local Limits project and HATS projects. OCSD Metered Flow to IRWD Facilities. OCSD Collections installed temporary flow meters at all connections to the HATS for a period of 14 days every year, on the anniversary of the connection, or as requested by CSD. The total of the actual meter readings from these temporary meters will be deducted from the total meter readings at the Main Street Pump Station for each month flow is received from OCSD into the HATS.

City of Santa Barbara Wastewater Monitoring and Water Quality Sampling. This includes the Flow Monitoring and Wastewater Sampling at eleven locations. Water sampling analysis was provided by US3 on 24-hour sample daily basis. US3 will provided all C31 traffic control per Cal-Trans Methods & Procedures. All Sewer Flow Monitoring was performed using proportional sampling based on flow monitoring real-time results.

City of Culver City Wastewater Monitoring and Sewer Planning Project Manager for monitoring and planning Services for a seven pump station integration and flow monitoring project for the City of Culver City. Tasks included: providing wastewater monitoring, preparing and replacing pump station control system at two sites; installing a custom metering system; providing flow monitoring for the integration of a city-wide wireless telemetry implementation of a wireless communication network; installing wastewater event notification systems; and providing Flo-ware training for City staff.

City of Laguna Beach Sewer Planning and Wastewater Monitoring Project Manager for the planning, installation, and monitoring of 29 pump stations in the City of Laguna Beach. Tasks include: providing wastewater monitoring; installing an event notification system; assisting in the installation of a communication tower; providing pump station level monitoring; and planning and implementing a successful sewer study in several difficult pump station sites.

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City of South Pasadena Wastewater Monitoring Project Manager for a wireless sewer flow monitoring project in the City of South Pasadena. Tasks include installing a custom metering system, analyzing wastewater for inflow and infiltration, and training City staff on the operation and maintenance of the wastewater monitoring system.

CONSTANCE "DARLENE" SZCZUBLEWSKI, PE, QSD, LEED AP

Constance "Darlene" Szczublewski is an environmental engineer with over 12 years of experience as a civil engineer specializing in water resources and flow monitoring related projects. Darlene has integration experience in relation to complex industrial systems, including experience in industrial automation and water/wastewater industries. Current on State Water Resources Control Board (SWRCB) and Regional Water Quality control Board (RWQCB) policies, new construction permit requirements, Total Maximum Daily Loads (TMDL) and related water quality objectives.

Years of Experience: 12

Education:
BS Environmental Engineering
San Diego State University

CA Registered Civil Engineer
NV Registered Civil Engineer

Developed innovative solutions for client construction and post-construction needs using current water quality regulations and Best Management Practices (BMPs). Prepared and delivered numerous presentations on Leadership and Energy and environmental Design (LEED) AND Low Impact Development (LID) water quality BMPs, incorporation cutting edge technology into project designs and plan sets. Her experiences include working with a wide range of projects from urban developments to rural master plan communities to government and public entities.

Orange County Sanitation District Wastewater Monitoring and Water Quality Sampling. This includes the Local Limits project and HATS projects. OCSD Metered Flow to IRWD Facilities . OCSD Collections installed temporary flow meters at all connections to the HATS for a period of 14 days every year, on the anniversary of the connection, or as requested by CSD. The total of the actual meter readings from these temporary meters will be deducted from the total meter readings at the Main Street Pump Station for each month flow is received from OCSD into the HATS.

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City of Culver City Wastewater Monitoring and Sewer Planning Civil Engineer for monitoring and planning Services for a seven pump station integration and flow monitoring project for the City of Culver City. Tasks included: providing wastewater monitoring, preparing and replacing pump station control system at two sites; installing a custom metering system; providing flow monitoring for the integration of a city-wide wireless telemetry implementation of a wireless communication network; installing wastewater event notification systems; and providing Floware training for City staff.

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City of South Pasadena Wastewater Monitoring Civil Engineer for a wireless sewer flow monitoring project in the City of South Pasadena. Tasks include installing a custom metering system, analyzing wastewater for inflow and infiltration, and training City staff on the operation and maintenance of the wastewater monitoring system.

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES
(City of Sierra Madre/ Civiltec Engineering Inc.)

1. IDENTIFICATION

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

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Completing an update to the Water System and Sewer System Facilities Master Plans to examine the alternatives available to the City for the future orderly expansion and replacement of the infrastructure by making recommendations and providing possible solutions for consideration by the City.

2.2. The product of the design will be two separate master plans (Water and Sewer) that will clearly provide solutions for expanding the infrastructure facilities in the future. The master plans shall be a coordinated set of documents that use similar population and development information and include the necessary exhibits, tables, cost estimates and supporting text to achieve City's goals stated herein and be within the professional standards of practice.

2.3.

2.4. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise 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.

2.5. 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 proposal to City dated and attached hereto as Exhibit A and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is: 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

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 Dollars $468,365.00

3.5. "Commencement Date": September 1, 2026.

3.6. "Termination Date": December 31, 2027

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 to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep 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, as amended by SB 1439. Consultant shall disclose any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent. Consultant shall provide a signed copy of the attached 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.
shall be Consultant's project administrator and shall have direct responsibility for management 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 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.

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 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 provide a deposit or 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. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. 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 products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant 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 Consultant.

10. RELATIONSHIP OF PARTIES

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

10.2. **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.

10.3. **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 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.

10.4. **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.

11. INDEMNIFICATION

11.1. **Definitions.** For purposes of this Section 11, "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.

11.2. **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 arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

11.3. **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 active negligence or willful misconduct of the City.

11.4. **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. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.

11.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 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.

11.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

11.8. **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.

12. INSURANCE

12.1. **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.

12.2. **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:

- 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 project name:
- 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.

12.3. **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

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

12.4. **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.

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

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

12.7. **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.

12.8. **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.

12.9. **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. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. 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.

12.10. **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.

12.11. **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 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:, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024.

12.12. **Consultant's Insurance Primary.** The insurance 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.

12.13. **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.

12.14. **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.

12.15. **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.

12.16. **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.

13. MUTUAL COOPERATION

13.1. **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.

13.2. **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.

14. 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	If to Consultant
Brian A Dickinson 232 W. Sierra Madre Blvd. Sierra Madre, CA 91024 Telephone: (626) 355-7135	David Byrum, President 605 E. Huntington Dr., Suite 205 Monrovia, CA 91016 626-357-0588

Email: bdickinson@sierramadreca.gov dbyrum@civiltec.com

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

15. 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.

16. TERMINATION

16.1. **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.

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

16.3. **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.

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

17. INTERPRETATION OF AGREEMENT

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

17.2. **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.

17.3. **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.

17.4. **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).

17.5. **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.

17.6. **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.

18. GENERAL PROVISIONS

18.1. **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.

18.2. **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 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.

18.3. **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.

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

18.5. **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.

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

18.7. **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.

18.8. **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.

18.9. **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.

18.10. **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.

18.11. **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.

18.12. **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.

18.13. **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.

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"
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:

EXHIBIT A
Scope of Services
Exhibit B
Approved Fee Schedule

CITY OF
SIERRA
MADRE

STAFF REPORT

PUBLIC WORKS SERVICES

DATE:	August 25, 2026
TO:	Honorable Mayor and City Council
FROM:	Brian Dickinson, Director of Public Works By: Eric Lozick, Management Analyst
SUBJECT:	**Professional Services Agreement with Tiger Eye Engineering, LLC for the Pavement Management Plan Update in a Not to Exceed Amount of $25,000**

RECOMMENDATION

It is recommended that the City Council:

1. Approve a Professional Services Agreement with Tiger Eye Engineering, LLC for the Pavement Management Plan Update in an amount not to exceed $25,000, with a term ending June 30, 2028.
2. Authorize the City Manager to execute the Professional Services Agreement, in a form approved by the City Attorney, subject to receipt and approval of the required insurance documents. The final agreement shall incorporate the Request for Proposals, Tiger Eye's July 28, 2026 written clarification, and Tiger Eye's proposal, with the following order of precedence: the Agreement, the Request for Proposals, the written clarification, and the proposal.

SUMMARY

The proposed agreement will provide a current condition assessment of the entire City-maintained street network, update the City's MicroPAVER and geographic information system databases, and develop a five-year maintenance and rehabilitation program for use in future Capital Improvement Program and budget decisions.

The City received three proposals. Tiger Eye Engineering, LLC was the highest-ranked proposer and proposed a fee of $25,000. Its approach uses automated, vehicle-based pavement data collection with high-resolution imagery, LiDAR, and computer-assisted distress detection. The resulting condition data will be used to calculate Pavement Condition Index ratings, prepare budget scenarios, and identify recommended pavement treatments and project priorities.

Tiger Eye will serve as the prime consultant, with Atlas Technical Consultants providing California engineering support. The final Pavement Management Plan is scheduled for completion by March 26, 2027, followed by twelve months of as-needed database support.

DISCUSSION & ANALYSIS

The City's 2023 pavement survey reported a weighted average Pavement Condition Index of 76.7, classified as "Good." Pavement condition changes as streets age and as maintenance and rehabilitation projects are completed. Updated field data is therefore needed to verify the current roadway inventory, measure existing conditions, and establish a current basis for street maintenance and capital planning.

The updated plan will cover the entire City-maintained roadway network, estimated in the RFP at approximately 36 miles. The required work includes review of improvements completed since the prior update, automated pavement distress data collection in accordance with ASTM D6433-24, verification of roadway segments and attributes, updates to the MicroPAVER and GIS databases, development of multiple funding scenarios, and preparation of a five-year maintenance and rehabilitation strategy. The plan will inform future project and funding decisions; it does not authorize construction of any specific street project.

PROCUREMENT AND EVALUATION

On June 10, 2026, the Public Works Department issued a Request for Proposals through the City's PlanetBids procurement portal. Eight firms registered as prospective proposers, and three proposals were received by the July 8, 2026 deadline. The RFP stated that selection would be based on qualifications, understanding of the scope, approach, team experience, references, schedule, and cost reasonableness, with award to the firm providing the best overall value to the City.

Three Public Works staff members, the Public Works Director, Public Works/Utilities/Operations Manager, and Management Analyst, independently scored each proposal on a 0-to-10 scale using five weighted criteria: scope and project approach (10 percent); functional and technical capabilities (40 percent); related experience and staff qualifications (15 percent); implementation, support, and training (20 percent); and cost (15 percent). The evaluation form grouped the RFP's stated factors into these categories; submitted references were considered within related experience and staff qualifications, and proposed schedules within implementation, support, and training. Each evaluator's weighted total had a maximum of 10 points. The three totals were summed, divided by the 30-point maximum, and expressed on a 100-point basis.

Proposer	Proposed Fee	Final Score	Rank
Tiger Eye Engineering, LLC	$25,000	85.52	1
Bucknam Infrastructure Group	$23,683	81.00	2
Quality Engineering Solutions, Inc.	$42,750	80.42	3

Based on the evaluation, Tiger Eye received the highest overall score. Its proposal was rated highest in functional and technical capabilities, the most heavily weighted criterion, based on its automated, full-network pavement assessment approach, georeferenced imagery, LiDAR-based measurements, and integration with the City's MicroPAVER and GIS databases.

Although Bucknam submitted the lowest fee, its proposed manual walking survey supplemented by roadway video differed from the automated pavement distress data collection specified in Exhibit A of the RFP. Staff determined that Tiger Eye's technical approach better satisfied the City's project requirements and provided the best overall value at a not-to-exceed amount of $25,000.

The agreement will establish a fixed, not-to-exceed amount of $25,000 for all City-maintained streets included in the RFP and the City's current pavement inventory. The RFP estimates the network at approximately 36 miles and requires a minimum 25 percent sampling rate. Tiger Eye proposed automated collection covering 100 percent of the City-maintained network without sampling. That higher level of coverage will be incorporated into the agreement. Compensation will not be adjusted based on the consultant's final mileage calculation. The fee includes field collection, data processing, database and GIS updates, approximately six project meetings, reports, deliverables, travel, equipment, and incidental expenses. No contingency is included.

The consultant is scheduled to complete the pavement survey and submit the condition data by November 30, 2026, submit the draft plan by January 29, 2027, and submit the final plan and supporting deliverables by March 26, 2027. The agreement will remain in effect through June 30, 2028 to cover the required twelve-month support period and final invoicing.

Before execution, the final agreement and exhibits will identify the California-licensed professional engineer responsible for reviewing, signing, and sealing the final report, as required by Exhibit A; reconcile the task fee schedule to the $25,000 maximum amount; expressly require automated pavement distress data collection and analysis in accordance with ASTM D6433-24, with 100 percent coverage of the City-maintained network; include approximately three staff coordination meetings and approximately three public meetings; and incorporate the RFP, Tiger Eye's July 28 written clarification, and Tiger Eye's proposal under the stated order of precedence. The notice to proceed will not be issued until Tiger Eye and Atlas satisfy the City's insurance and business-license requirements.

STRATEGIC PLAN RELATIONSHIP

The recommended action supports Strategic Plan Goal OS 2.1, Create a Sustainable Capital Improvement Plan.

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

The total not-to-exceed amount of the Professional Services Agreement is $25,000. Funding is available in the the adopted FY 2026/27 Public Works operating budget, Account No. 10000.83500.52100. No contingency is included in the recommended amount. The agreement term extends through June 30, 2028 solely to accommodate the twelve-month support period and final invoicing; total compensation remains limited to the $25,000 project appropriation. Any work outside the approved scope or compensation exceeding $25,000 would require prior written authorization and an amendment to the agreement.

Approved by:

Mike

_____

Michael Bruckner
City Manager

Attachments

1. Tiger Eye Engineering - Proposal.pdf
2. Pavement-Management-Plan-PSA-Tiger-Eye.pdf
3. Pavement Management Plan Update - RFP.pdf

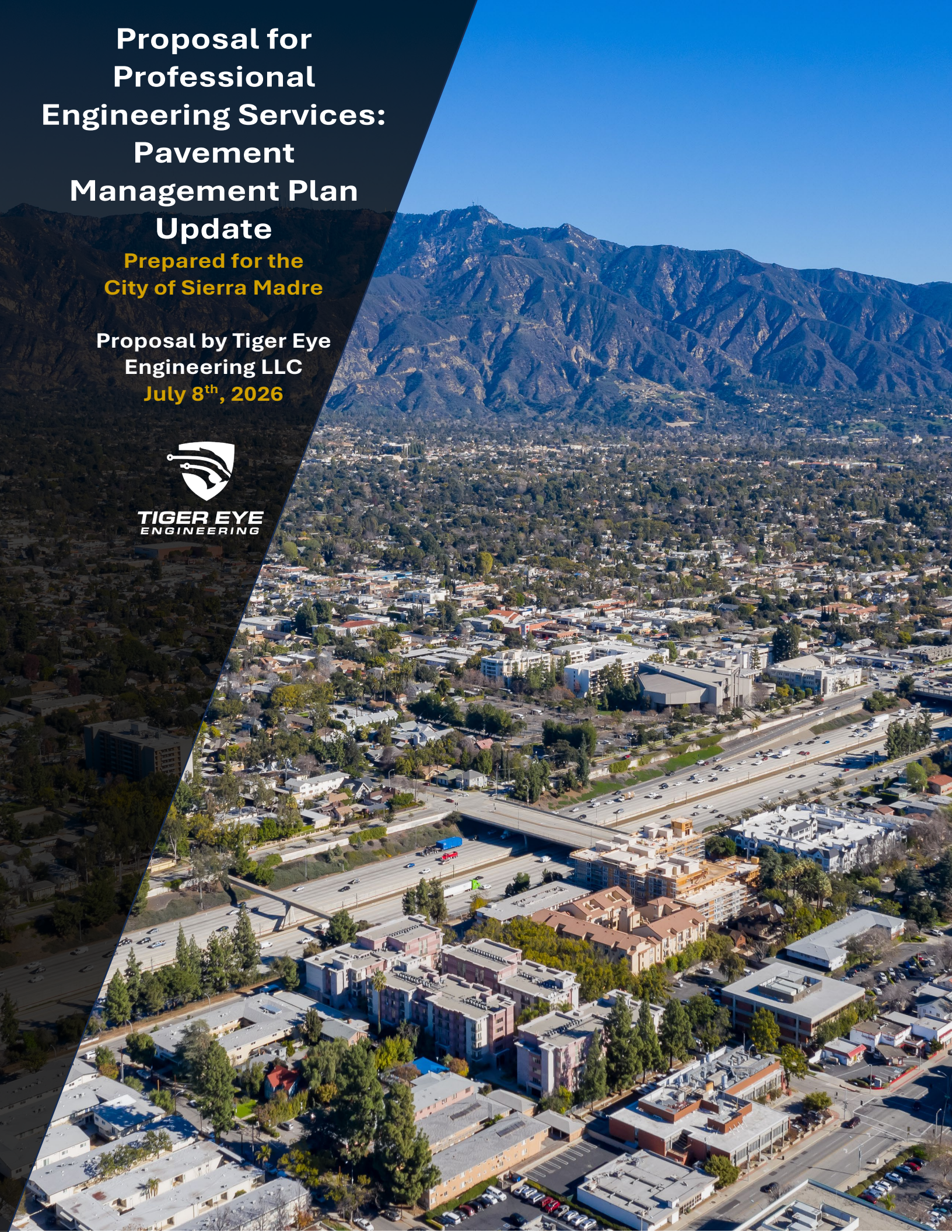
Proposal for Professional Engineering Services: Pavement Management Plan Update

Prepared for the City of Sierra Madre

Proposal by Tiger Eye Engineering LLC

July 8th, 2026

TIGER EYE ENGINEERING



July 8th, 2026
City of Sierra Madre
Public Works Department
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

Tiger Eye Engineering LLC
6206 Overbrook Ct
Columbia, MO 65201
Ph: (573) 424-3926
E: info@tigereye-eng.com

Dear Evaluation Committee,

Tiger Eye Engineering LLC (TEE) is proud to present this overview of our digital approach to the pavement condition assessment, data analysis, and Pavement Management Plan (PMP) update for the City of Sierra Madre's road network. Founded by national leaders in pavement engineering and data science from the University of Missouri-Columbia, TEE is an industry leader in **AI-driven pavement evaluation**, staffed by **world-class pavement experts and machine learning specialists**. Our innovative yet practical approach and extensive experience executing **municipal pavement condition assessments** will provide the City with clear, defensible data and powerful tools to support informed maintenance and asset management decisions.

Key Differentiators

TEE's automated approach **mitigates human bias, enhances accuracy, and streamlines decision-making** with high-resolution imagery, 3D point-cloud data, and GIS-based asset tracking. Our sensors can identify every category of pavement distress with highly accurate attribute data and distance measurements. All pavement condition data will be seamlessly integrated into the City's GIS and MicroPAVER systems via a validated, georeferenced database that is optimized for immediate use by local staff and leverages our **decades of experience** with municipal pavement management planning tools.

Our Partner: Atlas Technical Consultants

Atlas Technical Consultants (Atlas) is a leading professional services firm with a nationwide footprint specializing in geotechnical engineering; special inspection and material testing, infrastructure design and modeling; environmental compliance and permitting; and program, project, and construction management. Atlas is a nationwide company, employing over 3,000 staff, including California-licensed professional and geotechnical engineers, pavement engineers, program, project, and construction managers, support personnel, certified inspectors, and testing technicians. **The Atlas-TEE team was recently selected by the City of La Verne, CA, to perform a compressive Pavement Condition Assessment and Pavement Management Plan Update in 2026; our team is currently mobilized and working less than 20 miles from the City of Sierra Madre.**

Principal in Charge

TEE's Co-Founder**, Hamed Majidifard, PhD, PE** will serve as **Principal in Charge and Project Manager**, with full responsibility for planning, technical coordination, and delivery of the project. He has overseen the successful completion of more than 20 municipal contracts on behalf of TEE and is duly authorized to bind the firm.

Our Commitment

TEE has reviewed the RFP and all issued addenda and agrees to the terms, conditions, and requirements of this solicitation. Our proposal will remain valid for 90 days following the submission deadline. We are confident that TEE's experience and technology-driven approach will provide the City of Sierra Madre with reliable, high-quality pavement management solutions that support long-term pavement and transportation asset management.

Respectfully submitted,

Hamed Majidifard

Hamed Majidifard, PhD, PE | *TEE Co-Founder* | *PIC and Project Manager*
Ph: (573) 424-3926 | E: info@tigereye-eng.com

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B. Overview and Approach

B.1 Project Understanding

TEE understands that the City of Sierra Madre is seeking a strategic, defensible, and grant-ready Pavement Management Plan that will serve as the foundation for long-term infrastructure investment. With approximately 36 miles of roadway, the City requires an accurate understanding of existing pavement conditions, a comprehensive and current GIS-based pavement database, and data-driven maintenance and rehabilitation strategies that maximize the value of limited capital resources while maintaining compliance with Metro, Caltrans, and FHWA requirements.

Our team's extensive experience delivering pavement condition assessments and pavement management programs for municipalities across the United States has provided a thorough understanding of the technical, operational, and financial challenges cities face in managing aging transportation infrastructure. Having completed network-level pavement assessments ranging from small municipal street systems to citywide transportation networks exceeding thousands of lane miles, our team understands the importance of delivering consistent, high-quality condition data while minimizing impacts to City operations. We also understand the value of integrating pavement condition information into GIS and asset management systems that City staff can easily maintain and utilize long after project completion.

Our experience preparing pavement management plans for agencies with objectives similar to Sierra Madre's enables us to anticipate the City's needs throughout every phase of the project. We understand the importance of developing realistic pavement performance and deterioration models, evaluating multiple funding and treatment scenarios, and preparing practical multi-year rehabilitation strategies that balance pavement preservation with reconstruction needs. Just as importantly, we recognize that the final Pavement Management Plan must be presented in a clear, well-documented format that supports agency reporting requirements, informs City Council decision-making, and strengthens future applications for Metro, Caltrans, FHWA, and other transportation funding opportunities.

TEE and Atlas have successfully partnered on projects requiring the same combination of advanced data collection technologies, AI-driven pavement condition analysis, GIS integration, and pavement management expertise requested by the City. This proven collaboration allows us to deliver a seamless workflow from field collection through final reporting, producing accurate, actionable recommendations that City staff can confidently implement. Our understanding of Sierra Madre's goals and our demonstrated ability to achieve them through similar projects positions our team to deliver a Pavement Management Plan that provides lasting value well beyond the completion of this assignment.

B.2 Work Plan and Methodology

B.2.1 Task 1.1 - Project Management and Administration

For municipal projects TEE utilizes a structured project management and communication framework that includes clearly defined roles and responsibilities, routine coordination meetings (including the kickoff, 65%, and 100% completion meetings), milestone tracking, and monthly progress reporting to maintain transparency and accountability throughout the project.

Risk reduction and quality assurance will be facilitated through established QA/QC procedures, including data verification, validation reviews, accuracy checks, and continuous coordination with City staff to verify that all deliverables are accurate, consistent, and aligned with project objectives and applicable standards.

B.2.2 Task 1.2 - Update Maintenance and Rehabilitation History

TEE’s standard operating procedures for PMP updates includes a thorough review of all relevant GIS shapefiles, maintenance history, and current organizational practices. Our engineers will update the existing GIS layers and

MicroPAVER database with all maintenance and rehabilitation activities since the previous pavement condition assessment (2023) and identify opportunities for improvement of the current shapefile, road log, and/or database organization. TEE's experience with PMS implementation, historical data migration, normalization, and QA validation for municipal clients (such as the County of Weld, Colorado, the City of Brampton, Ontario, and the City of Thornton, Colorado) will allow us to quickly identify ways to increase the useability of the City's historical pavement condition data.

B.2.3 Task 1.3 - Pavement Condition Surveys

TEE's automated, vehicle-based survey provides a variety of advantages over tradition survey methods and produces consistent, repeatable pavement condition data. The system utilizes multiple high-resolution cameras (including 360°) and a lightweight LiDAR sensor to capture hyper-granular data and create a comprehensive picture of the roadway conditions with **100% coverage** in a single route. Our survey system can gather clear and consistent imagery, LiDAR point clouds, accelerometer readings, and geospatial data (via Inertial Navigational Units (INU) and Inertial Measurement Units (IMU) embedded in the camera system, as well as a highly accurate and stable Global Navigation Satellite System (GNSS) sensor) to capture **roadway dimensions, surface type, pavement distresses, ride quality, and all other attributes required to create a comprehensive pavement condition database**. The survey will produce high-definition, georeferenced imagery of the City-maintained road network from multiple angles, including downward-facing, right-of-way, and 360°.

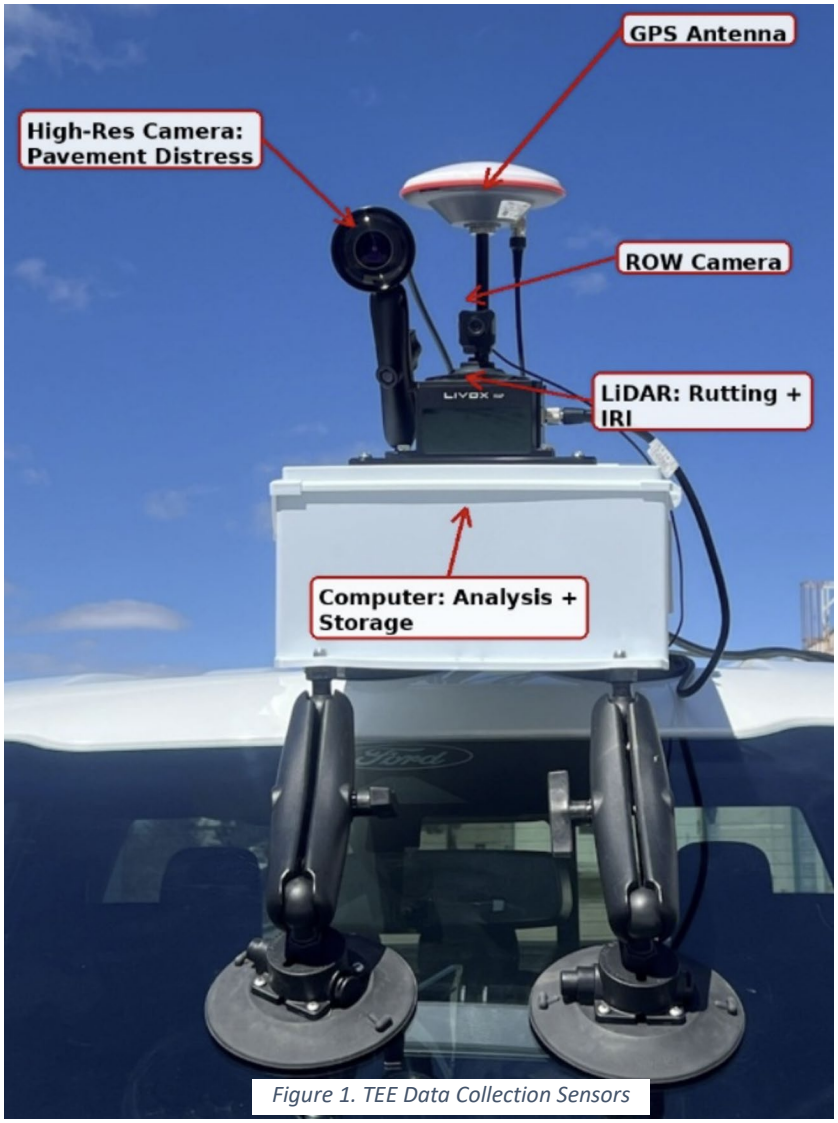


Figure 1. TEE Data Collection Sensors

One of the main advantages of this system is guaranteed consistency between all operators. TEE employs strict calibration and data quality assurance protocols to produce consistent inputs for its AI-based detection models while preventing any instance of rater bias or gaps in survey coverage.

B.2.3.1 Pavement Condition Index (PCI) per ASTM D6433

The TEE AI-based Distress Detection system was developed by coding and integrating several machine learning and deep learning techniques for distress detection and pavement condition assessment. In the figures below, samples of detections from 39 distinct distress types on both flexible and rigid pavement are displayed. The AI models have annotated the images, based on extensive model training conducted over the past 5 years using more than 1,000,000 expert-annotated images. The annotations (detections) indicate the type, extent and the severity of each distress following **ASTM D6433 and E3303**.

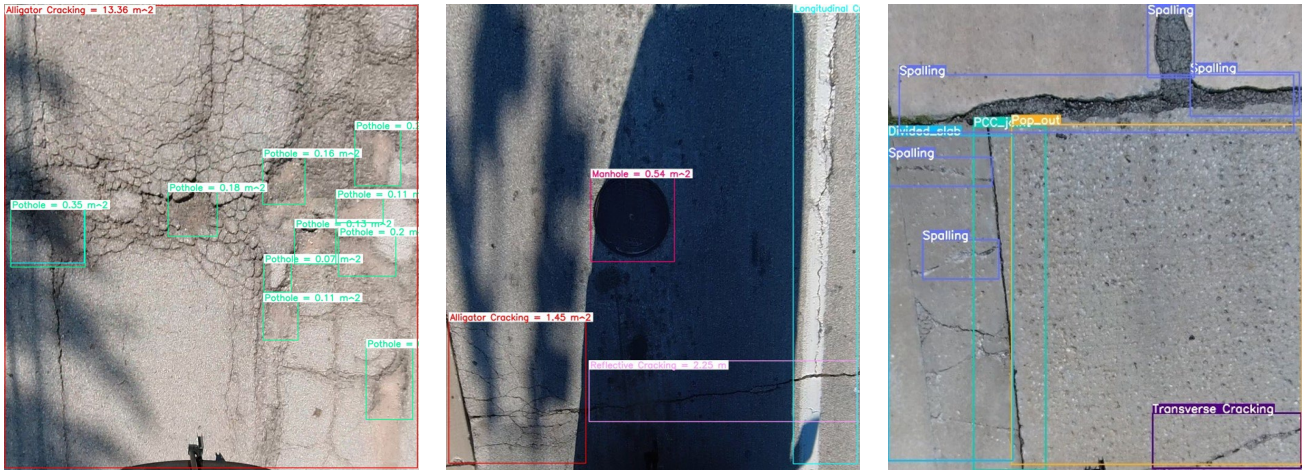


Figure 2.Example of Flexible Pavement Distresses Detected in Jefferson City, MO

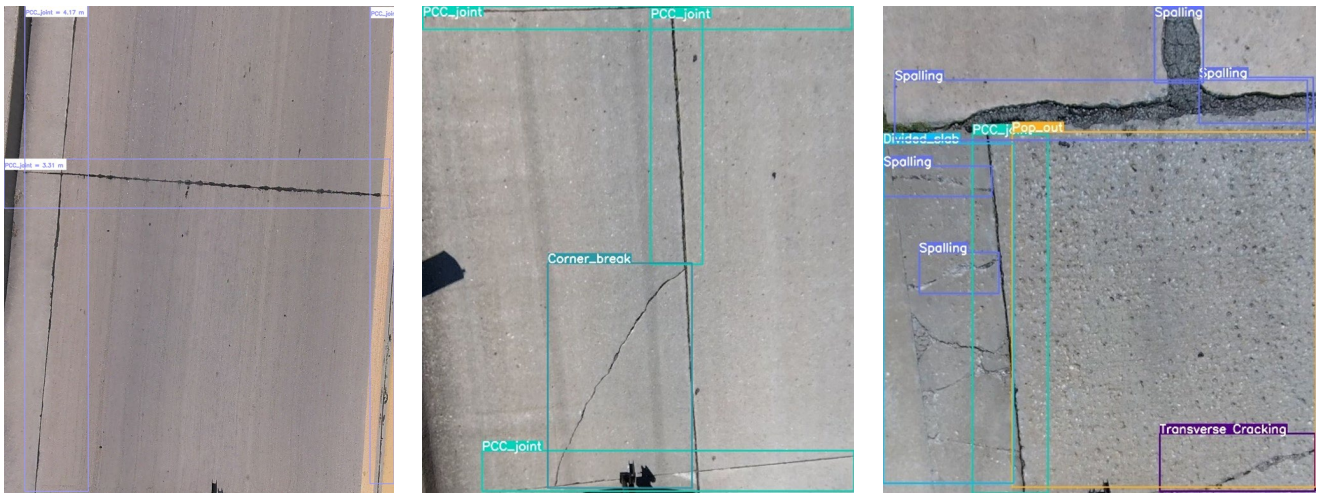
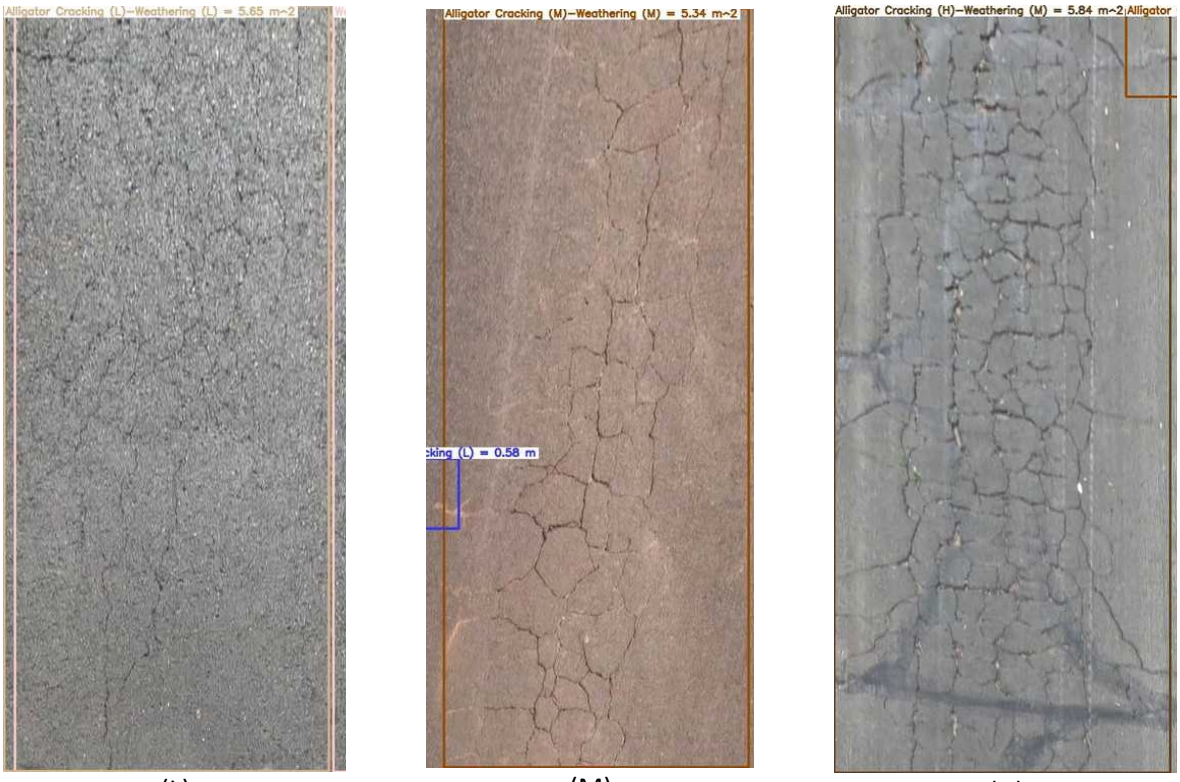


Figure 3. Example of Rigid Pavement Distresses Detected in Jefferson City, MO

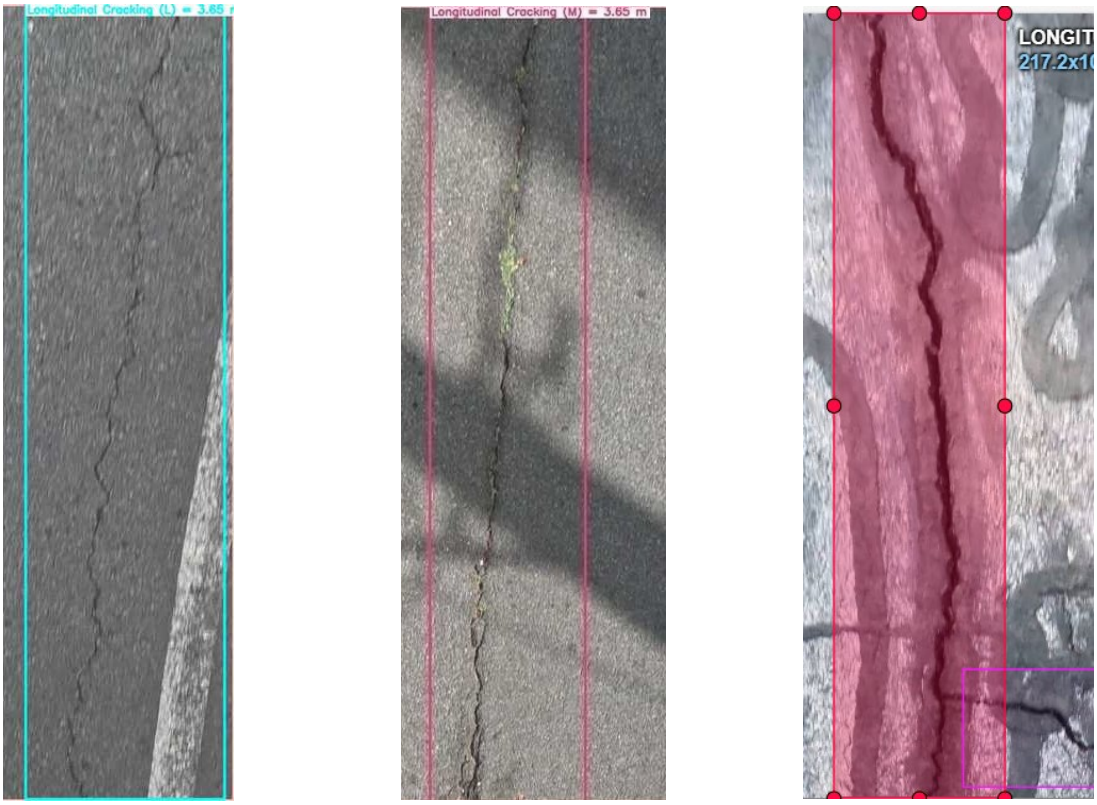
(L) (M) (H)

Figure 4. Block Cracking, Example Severity Detections



(L) (M) (H)

Figure 5. Alligator Cracking, Example Severity Detections



(L) (M) (H)

Figure 6. LT Cracking, Example Severity Detections

(L) (M) (H)

Figure 7. Patches, Example Severity Detections

(L) (M) (H)

Figure 8. Weathering & Raveling, Example Severity Detections

Once the AI algorithms detect the type, extent, and severity of the distresses, the Pavement Condition Index (PCI) is then calculated using standardized equations following the **ASTM D6433** standard. The PCI is represented on a scale ranging from 0 to 100, where higher values signify a superior condition of the pavement. The final condition assessment can be easily adapted to comply with the standard deduct matrix or to local deduct values and classifications as specified by the City.

All collected data will undergo a structured processing and quality control workflow with a focus on accuracy, completeness, and internal consistency. Pavement Condition Index (PCI) values will be calculated for each roadway segment using a no-sampling approach, producing a complete PCI rating for every predefined segment, as well as every image (6ft intervals). Data normalization and validation procedures will be applied to confirm consistency across roadway classes and survey limits. Final datasets will be reviewed to verify that condition indices accurately reflect observed pavement conditions and align with accepted engineering practices.

B.2.3.2 International Roughness Index (IRI)

International Roughness Index (IRI) ratings for the entire network can be calculated using TEE's agile LiDAR system. The Livox HAP solid-state LiDAR, with its unique non-repetitive scanning pattern, produces dense, high-resolution point clouds while its integrated IMU continuously records platform motion. Leveraging a real-time SLAM (Simultaneous Localization and Mapping) pipeline, the system produces a globally consistent, motion-compensated 3D map of the pavement surface. The longitudinal profile is extracted along the wheel path by selecting the appropriate point clouds corresponding to the vehicle's tire trajectories and is subsequently analyzed using a quarter-car dynamic model. By evaluating the resulting displacement time series, the International Roughness Index (IRI) is directly derived from the LiDAR-based point cloud data per **ASTM E1926**. Tiger Eye's accelerometer and machine learning system has been calibrated and validated against roughness captured by MoDOT's Class 1 Inertial Profiler (**AASHTO R56**) and meets the guidelines for **ASTM E-950** Class 1. The system has been designed for accuracy at differing speeds and road classes. These ratings will be included in all final deliverables alongside the PCI ratings and distress imagery.

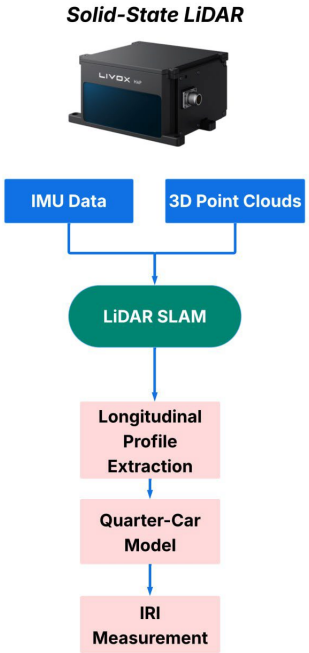


Figure 9. IRI Calculation Workflow

B.2.3.3 Rutting and Surface Profile (Crossfall and Grade) via LiDAR

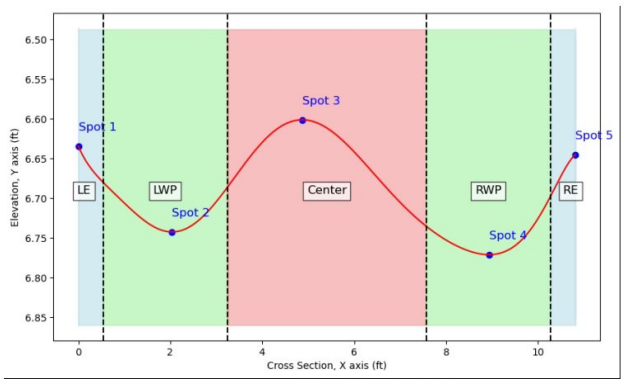


Figure 10. Rutting Cross-Section Measurements

The lightweight LiDAR system in TEE's sensor array measures surface geometry, roughness, rutting, and the location of all right-of-way assets. Rutting measurements will be conducted by creating cross-sectional profiles and fitting a five-point polynomial to the lane data using the straight-edge **ASTM E1703** method, enabling accurate calculation of rut depth in the two wheel paths. Creating the cross-section profile, fitting a five-point polynomial to the points of the lanes, and measuring the rut depth in the two wheel passes provides a reliable assessment of surface deformation. Inertial sensors provide additional measurements for continuous crossfall and grade measurements, cross-referenced with the longitudinal cross section of the LiDAR point-cloud.

B.2.4 Task 1.4 - Database Verification and Organization

By collecting imagery and measurements for 100% of the City-maintained road network, TEE's pavement condition assessment presents the opportunity to validate the City's pavement inventory and segmentation. By leveraging insights from Tasks 1.2 and 1.3, TEE will present a change list of proposed additions, deletions, and modifications to the current road segments/branches to City staff. Upon approval, TEE will finalize the updated pavement inventory and attribute database with an enhanced user experience and improved ability to integrate future data sets. TEE's georeferenced imagery and pavement condition database will be structured to align with the updated database and formatted for immediate useability within the City's MicroPAVER system.

B.2.4.1 Pavement Condition Database Visualization Tools

In addition to the updated MicroPAVER database, stakeholders will be given access to view the updated PCI and distress data on an optimized, **no-install, web-based Dashboard.** TEE's web-based visualization platform is flexible, user-friendly, and purpose-built for fast, interactive exploration of big geospatial datasets.

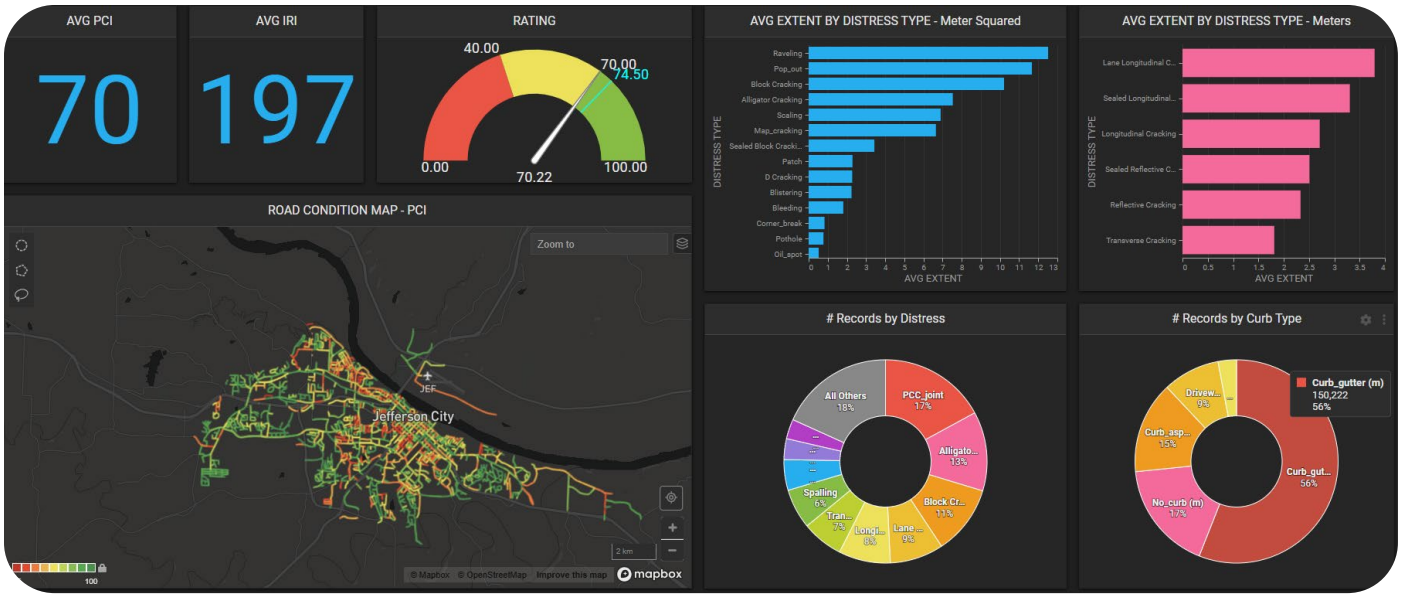


Figure 11. Interactive Data Visualization Map Jefferson City Roads Conditions (Heavy AI Platform)

Within the TEE dashboard, every data point is linked to an accompanying top-down image showcasing the detected distress types, extent, and PCI for both the image and the corresponding section. Additionally, an embedded link to the **360°-view dashboard** is provided, offering a comprehensive visual perspective.

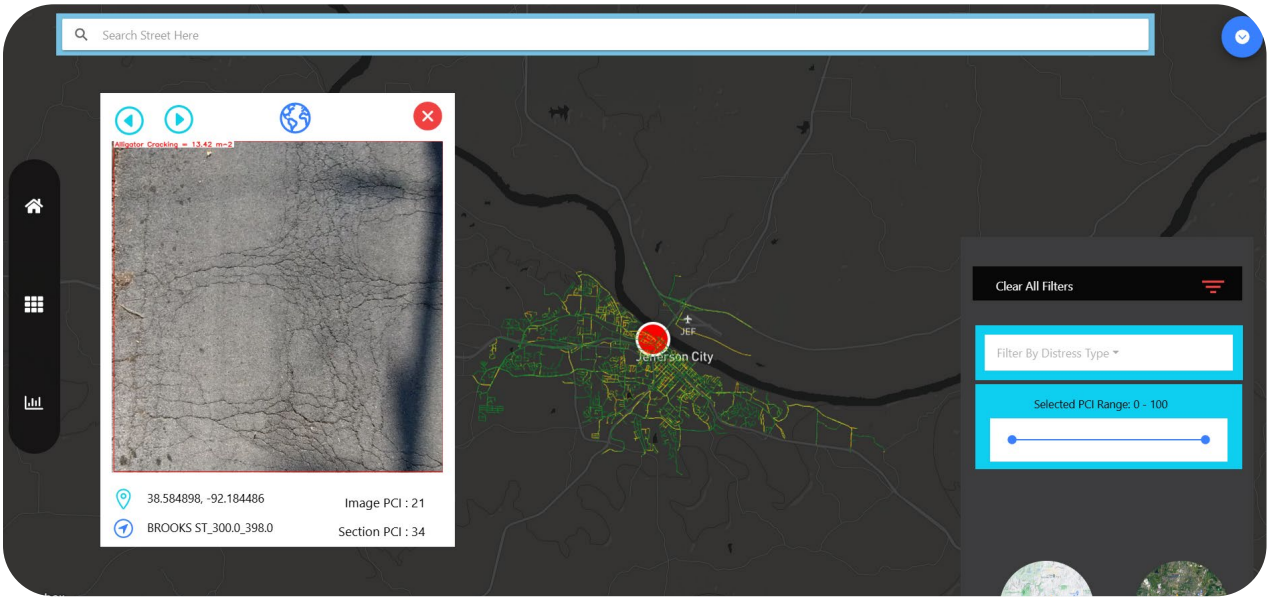


Figure 12. Image Integrated Interactive Data Visualization Map for Jefferson City Roads

Please visit the following web address to view a sample pavement condition index **hosted on TEE's visualization dashboard**: https://tigereye-eng.com/visualization-dashboard

B.2.5 Task 1.5 - Budgetary Analysis

The primary objective of TEE's Pavement Management Plan Update is to deliver cost-effective maintenance and rehabilitation programs that make the best use of available resources while extending the overall service life of the roadway network. This is achieved through an optimization process that evaluates different treatment strategies, budgets, and timing scenarios to determine the most effective course of action.

TEE will leverage our decades of experience in pavement materials testing and research to produce highly-accurate PCI forecasts based on an analysis of the historical and current data. TEE will then collaborate with the City to document all available treatment options and cost estimates to develop a 5-year maintenance and rehabilitation (M&R) strategy. All data inputs and the resulting M&R recommendations will be reflected in the City's MicroPAVER database, delivered as a clear, integrated pavement management experience.

Our pavement management team will evaluate multiple rehabilitation and maintenance scenarios by considering current budgetary constraints, network performance objectives, and long-term investment goals. These scenarios will allow agencies to compare trade-offs between cost, performance, and risk, enabling them to select a strategy that maximizes roadway condition improvements while staying within financial limitations. Example scenarios include:

- Annual funding required to maintain current pavement conditions.
- Annual funding required to maintain the current network backlog.
- Minimum funding level required to avoid falling below control PCI limit.
- Minimum funding level required to avoid falling below control backlog limit.
- Future network performance predictions, including the network average PCI and segment level PCI.
- Strategic rehabilitation and treatment recommendations per current budget.

To enhance useability of the PMP, TEE's condition ratings, unit costs, treatments, decision trees triggers, performance models, budget scenarios, prioritization rules, and PCI targets will be integrated into the City's MicroPAVER database. Using MicroPAVER's pavement performance modeling capabilities, our team will develop optimized maintenance and rehabilitation strategies that maximize network condition while minimizing lifecycle costs. The program will reflect multiple budget scenarios and illustrate the projected impact of different funding levels on future pavement conditions, allowing the City to evaluate tradeoffs between preservation, rehabilitation, reconstruction, and deferred maintenance. Recommended treatment strategies will identify appropriate pavement preservation techniques, rehabilitation alternatives, estimated construction costs, anticipated service lives, and recommended implementation years. By optimizing the City's pavement management framework and tools with hyper-granular data and advanced analytics, TEE will empower City staff to generate defensible work plans and prioritize maintenance investments based on field-validated performance insights.

B.2.6 Task 1.6 - Final Report

Our team will prepare a comprehensive, decision-ready Pavement Management Program (PMP) report that documents the condition of Sierra Madre's pavement network. This report will present the methodology used to evaluate and forecast pavement performance, including the project approach, pavement inventory verification, automated pavement distress data collection, pavement condition assessment methodology, quality assurance/quality control procedures, database updates, and analytical assumptions, and provide practical, prioritized recommendations to support the City's long-term capital planning and asset management objectives.

The report will be organized as a professional technical document suitable for use by City staff, elected officials, funding agencies, and the public. Recommended projects will be prioritized using pavement condition, roadway classification, maintenance history, treatment effectiveness, and cost efficiency to maximize return on investment while maintaining compliance with Metro, Caltrans, and FHWA pavement management requirements.

The final report will include, at a minimum:

- Executive Summary highlighting major findings, recommended funding levels, and key implementation priorities.
- Project background, objectives, and study methodology.
- Updated pavement inventory summary.

- Network-level and segment-level Pavement Condition Index (PCI) results.
- Pavement condition maps and GIS exhibits.
- Pavement distress summaries and condition distribution analyses.
- Maintenance and rehabilitation decision trees and treatment recommendations.
- Pavement performance forecasts and lifecycle analyses.
- Budget scenarios and funding gap analyses.
- Five-year maintenance and rehabilitation program with recommended project sequencing.
- Estimated construction costs and future funding needs.
- Street improvement timeline and supporting graphics requested by City staff.
- Conclusions and implementation recommendations.

Draft deliverables will undergo senior technical review prior to submission to verify the report is technically accurate, internally consistent, well organized, and professionally presented. We will submit a complete Draft Pavement Management Program Report for City review in accordance with the project schedule. Following receipt of City feedback and comments, we will meet with staff to discuss review comments, incorporate revisions, refine recommendations as necessary, and prepare the Final Pavement Management Program Report. Consistent with the RFP requirements, we will accommodate all requested revisions without limiting the number of review cycles, ensuring the final document fully meets the City's expectations.

Final deliverables will include:

- Final Pavement Management Program Report.
- Updated MicroPAVER database.
- Updated GIS mapping and pavement inventory.
- Draft and final report exhibits, maps, tables, and figures.
- Pavement condition data and supporting documentation.
- Five-year rehabilitation and maintenance program.
- Treatment maps and cost estimate reports for specific areas, as requested.
- One electronic report in Microsoft Excel format.
- Three printed hard copies of the final report.
- One digital copy on USB flash drive (or equivalent media).

The completed Pavement Management Program will provide Sierra Madre with a technically sound, grant-ready asset management tool that supports Metro, Caltrans, and FHWA requirements while enabling informed budgeting, transparent project prioritization, and data-driven investment decisions for years to come.

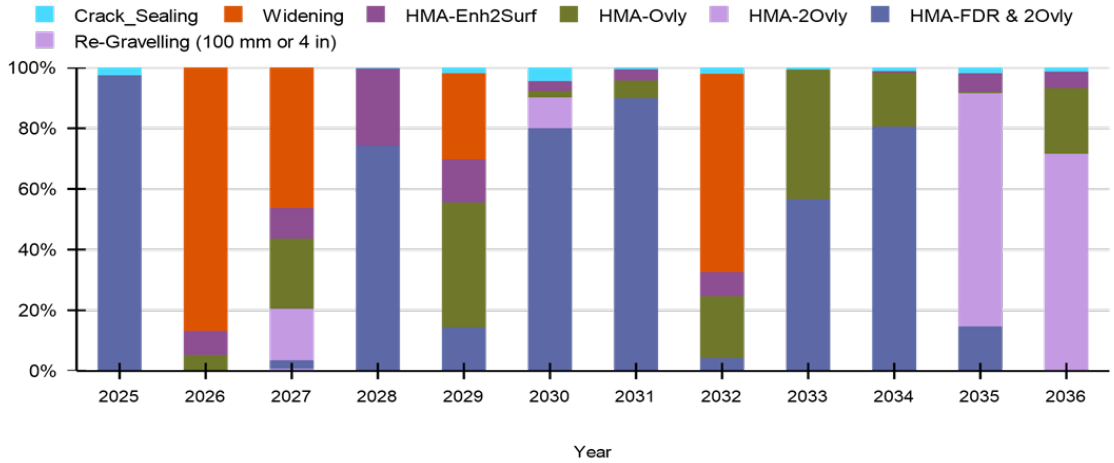
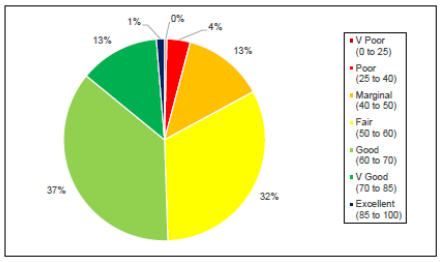


Figure 13. Example PMP Scenario Figure: Capital Expenditure by Treatment Type

B.2.6.1 Sample Deliverable 1: Final Report and Pavement Management Plan (Anonymized)

from mill and overlay projects. It's important to note that these are general recommendations, and the specific M&R strategy may vary based on factors such as distress types, soil conditions, structural adequacy, and other project-specific details.



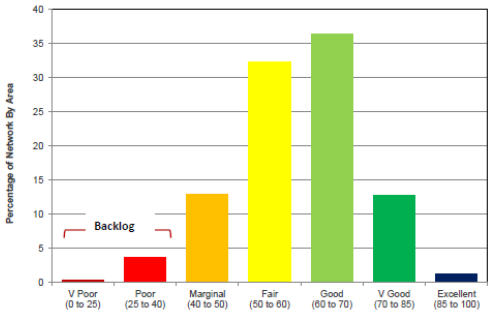


Figure 7 - Distribution of the City's Pavement Condition Index

Analyzing subsets of data in addition to the overall pavement condition can provide a better understanding of where an agency should focus its resources. **Figure 3** displays the distribution of pavement conditions for each functional class.

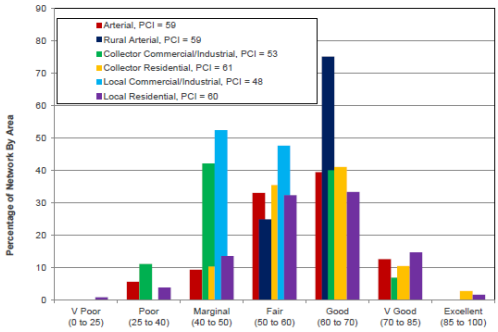


Figure 8 - Distribution of the City's Pavement Condition Index by Functional Class

Benchmarks

Three key performance metrics are commonly used to evaluate the overall health of a pavement network. These metrics serve as important benchmarks when establishing budget goals, such as PCI targets, backlog control, and recommended funding levels.

Pavement Condition Index (PCI) – The PCI score reflects the overall health of a pavement segment on a 0–100 scale. The network average PCI provides a high-level indicator of system-wide pavement condition.

Percent of Excellent Roads – Road segments classified as *Excellent* typically have PCI values between 85 and 100. A healthy network generally maintains a sufficient proportion of pavement in this condition range to minimize long-term costs.

Backlog – Backlog consists of all roadway segments with PCI values between 0 and 40, categorized as *Poor* or *Very Poor*. These pavements typically require major rehabilitation, such as full or partial reconstruction. From a pavement management and financial perspective, a well-performing network generally maintains backlog levels at or below 10%.

For the City's roadway network, one of the three key metrics meet or exceed recommended targets:

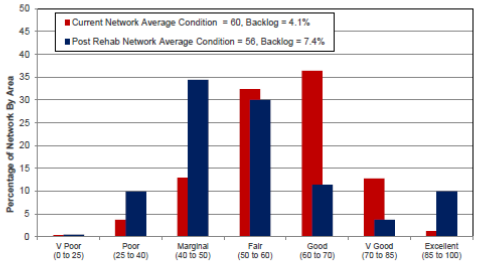
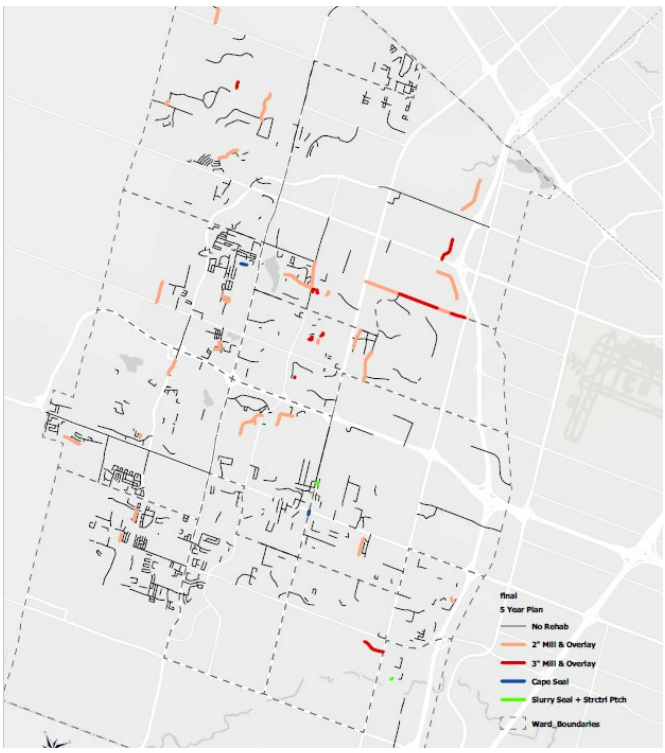


Figure 10 - Comparison of Pavement Condition (Current to 5-year Projection with $2M budget)

The following table summarizes the unit rates applied in this analysis for developing cost estimates associated with various rehabilitation activities. These unit rates were established using average historical bid prices collected from transportation projects across the United States and Canada. The values reflect typical market conditions and include considerations such as material costs, labor, equipment, design, and contractor overhead. It should be noted that these unit rates are intended for planning-level estimates and may vary based on project location, project size, construction year, and prevailing market conditions. As such, the unit rates are subject to revision if more recent, localized, or project-specific bid data become available.

Pavement Type	Rehab Code	Rehab Activity	Base Unit Rate ($/m2)	Arterial Unit Rate ($/m2)	Rural Arterial Unit Rate ($/m2)	Collector Commercial/ Industrial Unit Rate ($/m2)	Collector Residential Unit Rate ($/m2)	Local Commercial/ Industrial Unit Rate ($/m2)	Local Residential Unit Rate ($/m2)
All	0	Routine Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Asphalt	10	Routine Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Asphalt	20	Slurry Seal	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Asphalt	23	Slurry Seal + Strctrl Ptch	15.00	15.75	15.75	15.75	15.75	15.75	15.75
Asphalt	26	Slurry Seal + Strctrl Ptch	10.00	11.50	11.50	11.50	11.50	11.50	11.50
Asphalt	40	Cape Seal	30.00	20.00	20.00	20.00	20.00	20.00	20.00
Asphalt	50	2" Mill & Overlay	40.00	40.00	40.00	40.00	40.00	40.00	40.00
Asphalt	70	AC/P Reconstruction	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Concrete	510	PCC Jnt Rehab & Crk Seal	1.90	1.90	1.90	1.90	1.90	1.90	1.90
Concrete	530	PCC Localized Rehab	4.10	4.10	4.10	4.10	4.10	4.10	4.10
Concrete	533	PCC Localized Rehab + Grind	4.10	4.10	4.10	4.10	4.10	4.10	4.10
Concrete	536	PCC Slight Pvt Repairs (<10%)	8.25	8.25	8.25	8.25	8.25	8.25	8.25
Concrete	539	PCC Slight Pvt Repairs (<10%) + Grind	8.25	8.25	8.25	8.25	8.25	8.25	8.25
Concrete	542	PCC Moderate Pvt Repairs (< 30%)	12.75	12.75	12.75	12.75	12.75	12.75	12.75
Concrete	545	PCC Moderate Pvt Repairs (< 30%) + Grind	12.75	12.75	12.75	12.75	12.75	12.75	12.75
Concrete	550	PCC Extensive Pvt Repairs (<33%)	17.75	17.75	17.75	17.75	17.75	17.75	17.75
Concrete	553	PCC Extensive Pvt Repairs (<33%) + Grind	17.75	17.75	17.75	17.75	17.75	17.75	17.75
Concrete	560	PCC Full Pvt Repairs (?")	27.50	27.50	27.50	27.50	27.50	27.50	27.50
Concrete	570	PCC Full Depth Reconstruction	72.50	72.50	72.50	72.50	72.50	72.50	72.50



B.2.7 Optional Project Deliverables and Services

B.2.7.1 Right-of-Way (ROW) Asset Extraction

Our advanced computer vision algorithms enable **automated detection and cataloging of transportation assets**, including road signs, pavement markings and striping, guardrails and endcaps, curb and gutter, visible surface-

level utility features (manholes, valves, hydrants, storm inlets, and utility covers), and other utilities, allowing us to develop comprehensive asset inventory and condition assessments.

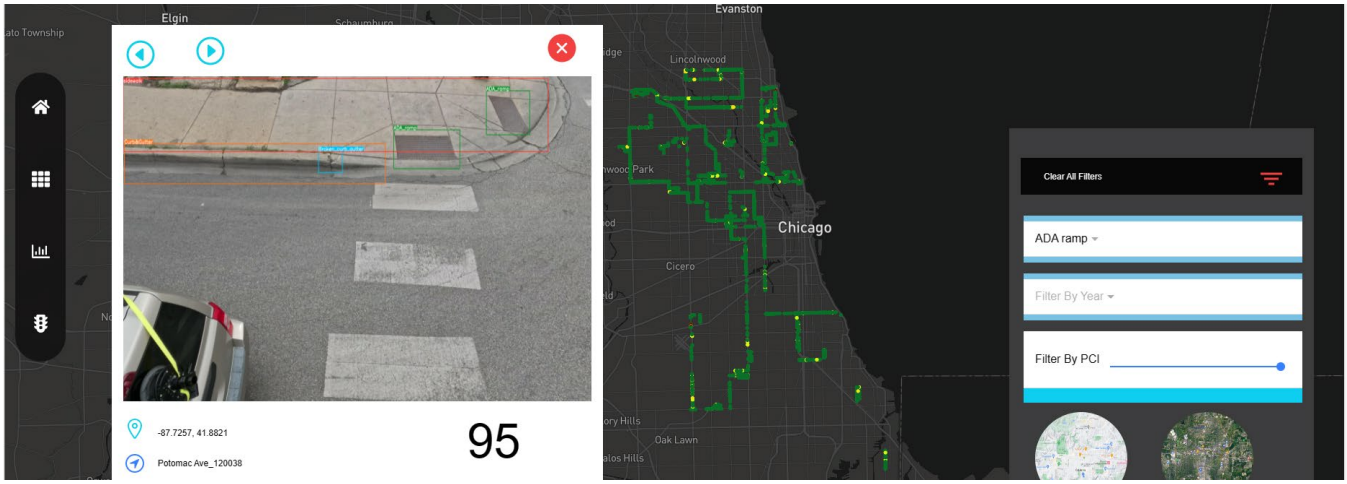
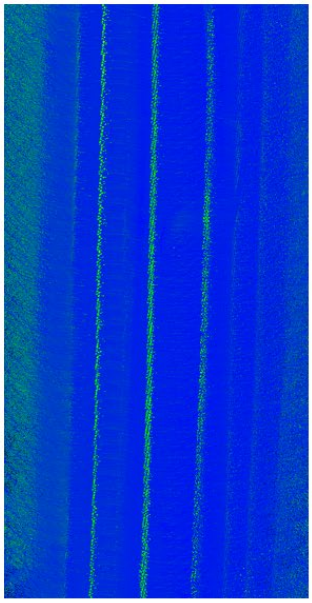


Figure 14. Asset Inventory in TEE Dashboard

LiDAR View of Retroreflectivity



Geometry Results Table

image_name	marking_color	mask_file_name	pct_rows_ge_4in	pass_fail
1771539045083209560.jpg	white	1771539045083209560_white_mask_00_BEV.png	42.79596207	FAIL
1771539045083209560.jpg	white	1771539045083209560_white_mask_01_BEV.png	99.04076739	FAIL
1771539045083209560.jpg	white	1771539045083209560_white_mask_02_BEV.png	96.19482496	FAIL
1771539045083209560.jpg	white	1771539045083209560_white_mask_03_BEV.png	99.42363112	FAIL
1771539045083209560.jpg	white	1771539045083209560_white_mask_04_BEV.png	100	PASS
1771539045083209560.jpg	white	1771539045083209560_white_mask_05_BEV.png	99.47643979	FAIL
1771539045083209560.jpg	yellow	1771539045083209560_yellow_mask_06_BEV.png	100	PASS
1771539045083209560.jpg	yellow	1771539045083209560_yellow_mask_07_BEV.png	98.94085446	FAIL
1771539047399581704.jpg	white	1771539047399581704_white_mask_00_BEV.png	89.49301984	FAIL
1771539047399581704.jpg	white	1771539047399581704_white_mask_01_BEV.png	99.58847737	FAIL
1771539047399581704.jpg	yellow	1771539047399581704_yellow_mask_02_BEV.png	97.36040609	FAIL
1771539047399581704.jpg	yellow	1771539047399581704_yellow_mask_03_BEV.png	95.17241379	FAIL

Figure 15. Example Database, Pavement Marking Retroreflectivity

TEE's AI-powered Detection System can identify more than 60 distinct asset classes and can provide both numeric and qualitative condition data for all asset types. For example, our custom-developed road sign identification and rating system can effectively identify broken, faded, tilted, or obscured signs, with accurate location data provided by GPS metadata. TEE can extract sign retroreflectivity data from our LiDAR point cloud and include the ratings in our asset inventories and condition indices. Asset inventory and condition assessment can be completed in parallel with our pavement condition assessment data collection, facilitating further cost and time savings. **All asset location and condition data can be seamlessly integrated into all outputs and deliverables, including the final ESRI database** with georeferenced imagery.

B.2.7.2 Sidewalk Condition Assessment

TEE can collect continuous high-resolution, stereo imagery of the entire sidewalk network via e-bike or scooter. This technique enables automated and simultaneous assessment of **cross-slope**, **running slope**, **trip hazards**, and **slab-level surface defects**, offering a comprehensive solution for sidewalk condition monitoring.

The collected data is used to generate accurate 3D representations of sidewalk surfaces. From these reconstructions, we compute **cross-slope** and **running slope** values across each segment, allowing us to identify areas where slope conditions may violate accessibility standards or present mobility challenges. The 3D geometry also allows for the **detection of trip hazards** by identifying abrupt vertical displacements between adjacent slabs. These hazards are automatically flagged when height differences exceed standard safety thresholds. Additionally, each sidewalk slab is digitally segmented for **surface defect detection**, including cracking, spalling, displacement, and warping. By combining geometric and surface analysis, we can evaluate structural integrity and prioritize maintenance at the slab level.

TEE's AI-based detection system can also effectively differentiate between ADA-compliant ramps equipped with detectors and those without, aiding in the enhancement of accessibility features for individuals with disabilities Slope and tripping hazard data from the e-bike survey can be combined with visual ramp assessment data to produce a comprehensive **trip hazard and ramp priority repair targeting** that is integrated into the City's existing systems, the new SAMS™ PMP/PMS, and TEE Dashboard.

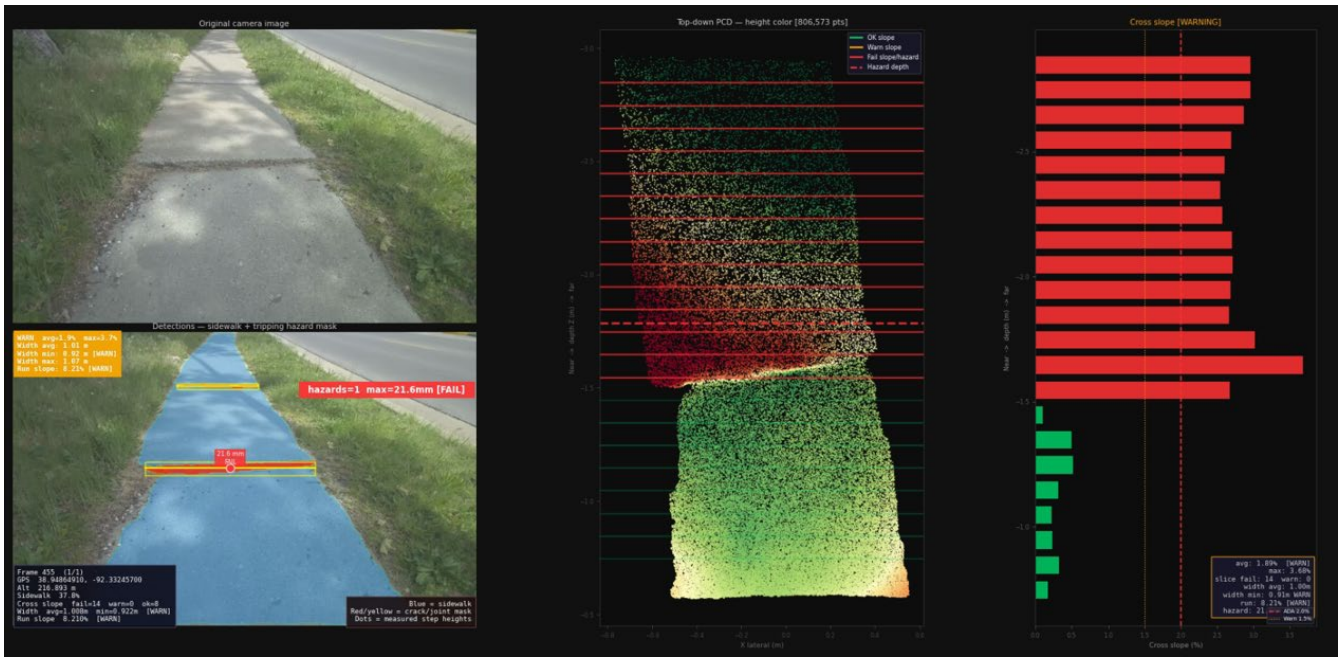


Figure 16. TEE Sidewalk Data Collection and Trip Hazard Detection

C. Company Profile

C.1 Tiger Eye Engineering Overview

Founded in October 2021 as a Limited Liability Corporation (LLC) by national leaders in pavement engineering and data science from the University of Missouri-Columbia, Tiger Eye Engineering (TEE) is an industry leader in AI-driven pavement evaluation, staffed by world-class pavement experts and machine learning specialists.

Approaching 5 consecutive years of consistent work and financial stability, TEE's experience with government clients includes pavement condition assessments, pavement condition evaluation using automated data collection technology, georeferenced imaging, pavement distress identification and quantification, Pavement Management Plan (PMP) implementation and support, delivery of data-driven asset management solutions, and capital improvement planning support.

TEE's sensor systems enable the comprehensive assessment of right-of-way (ROW) assets, including pavements, sidewalks, curb and gutter, ramps, road signs, utilities, and more. TEE's AI-based Distress Detection System was built to support municipal Pavement Management Plan updates and produce PCI ratings according to the ASTM D6433 standard, validated by years of internal and external QA/QC and municipal applications. TEE's Engineers routinely leverage these comprehensive ratings and hyper-granular insights to produce M&R strategies and PMP's tailored to each client's treatment workflows, available resources, and capital improvement goals. The outputs from TEE's pavement condition assessments are also designed to be system agnostic and can be leveraged by any GIS or asset management software solution.

C.2 Subcontractor Profile: Atlas Technical Consultants

Formed in 2017 through the integration of established engineering, materials testing, inspection, and construction management firms, Atlas combines decades of local, regional, and national experience within a single organization. This structure preserves the specialized expertise and regional knowledge of its legacy firms while offering the scale, resources, and consistency of a national provider.

Our service delivery approach is grounded in experienced personnel, early field awareness, and a strong track record supporting complex municipal and state roadway programs. **With more than 3,000 professionals nationwide and a strong presence in California**, Atlas pairs national resources with in-depth knowledge of state and local transportation programs. Atlas has three offices strategically placed throughout Southern California: **Whittier, Riverside, and San Diego**. Additional support for this project comes from our Rancho Cordova office in Northern California.

The Atlas team is local and brings directly applicable experience working in and around Southern California on similar projects. Atlas has extensive experience working on several pavement related projects with Caltrans, including the Pavement Investigation on SR-58 project, located in San Bernardino County as well as the I-710 Long Life Pavement Rehabilitation project located in Los Angeles. Additionally, Atlas worked with Caltrans on the US-50 Multimodal Corridor Enhancement and Rehabilitation Design Build Project, located in District 3. At the local level, Atlas recently began working on the Pavement Management Update project as a subconsultant to Tiger Eye Engineering for the **City of La Verne, CA**.

C.3 Office Locations

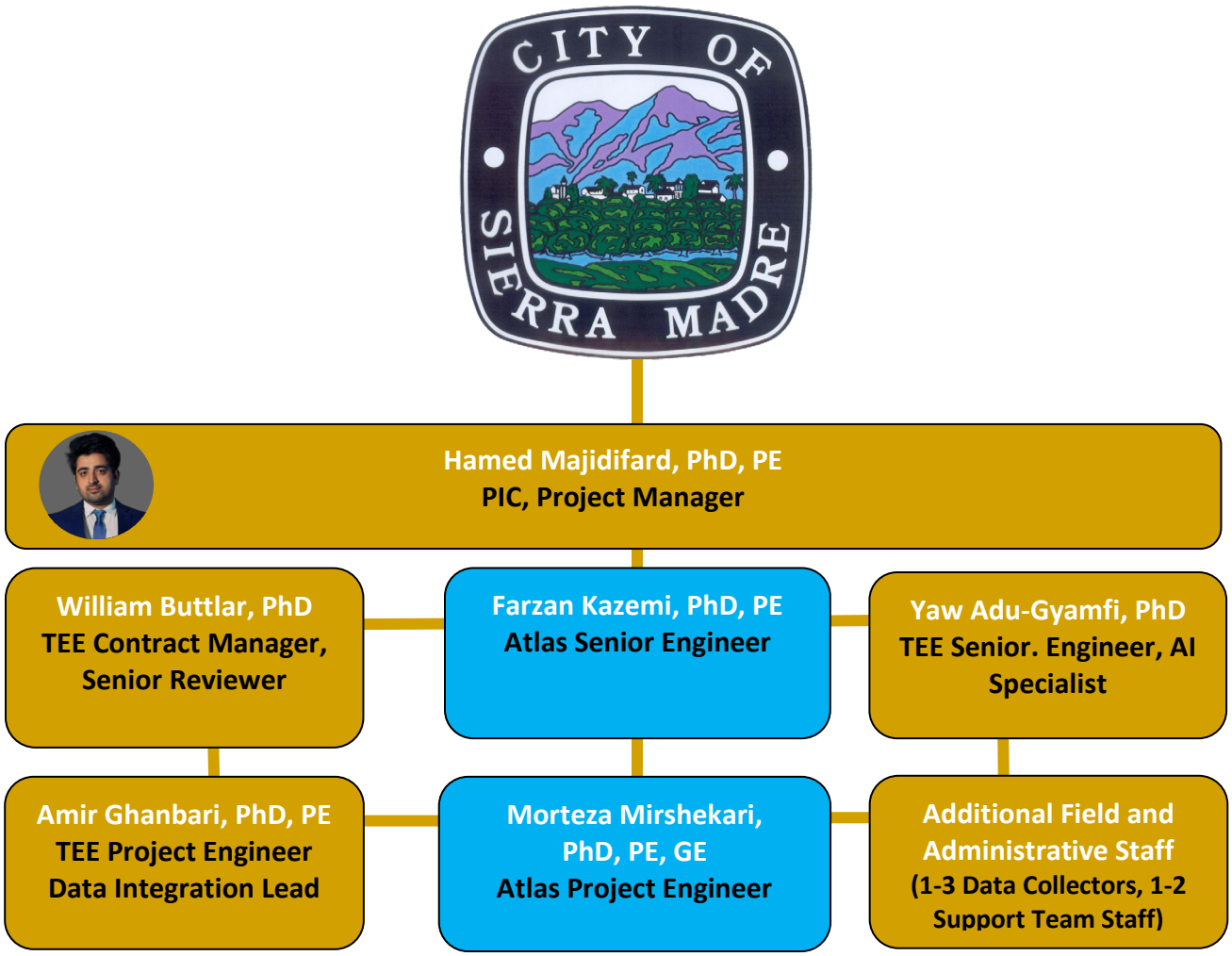
Project Office Location
312 24th St, Unit 527
Oakland, CA 94612

Support Office Location 1
9085 Aero Dr, Ste B,
San Diego, CA 92123

Support Office Location 2
3101 Zinfandel Drive, Suite 320,
Rancho Cordova, CA 95670

D. Qualifications of Personnel

D.1 Organizational Chart



D.2 Resumes of Key Staff

Resumes for key staff have been included starting on the next page.

OFFICE LOCATION
Oakland, CA

EDUCATION
PhD, Civil Engineering, University of Missouri-Columbia

MS, Civil Engineering, Sharif University of Technology

BS, Civil Engineering, Bahonar University of Kerman

REGISTRATIONS
PE, Civil; MO, CO

YRS OF EXPERIENCE
10

AVAILABILITY
20 Hrs. per Week

Hamed Majidifard, PhD, PE | *PIC, Project Manager*

As CEO and Co-Founder of TEE, Dr. Majidifard has played a pivotal role in the development of the company's industry-leading infrastructure assessment technologies, including its Automated Data Collection System, AI-Powered Distress Detection Platform, and web-based analytics Dashboard. He oversees TEE's research and innovation strategy while guiding the company's continued growth and expansion. A recognized expert in transportation infrastructure analytics, Dr. Majidifard's research has focused on machine learning applications for pavement condition assessment, performance forecasting, and automated infrastructure monitoring, helping bridge the gap between cutting-edge research and practical asset management solutions.

Pavement Condition Update | County of Weld, CO | Oct. 2025 – Jan. 2026
Dr. Majidifard managed the County of Weld's roadway and contiguous asset inspection project, using a cost-effective machine-learning distress detection system. He oversaw project management, field operations, data collection, and final delivery, including standardization and migration of historical data.

Pavement Condition Assessment and Data Visualization | City and County of Honolulu, HI | Mar. 2025 – Jan. 2026
Technical lead responsible for managing the data collection operations, quality control, and GIS services for the automated pavement inspection of roadway pavement for the City and County of Honolulu, HI. Scope of services included **1,800 lane miles** of automated roadway inspections per ASTM D6433. He also oversaw development of the final data outputs and contributed to integration into client systems.

Pavement Condition Assessment and PMS Implementation | City of Brampton, Ontario, Canada | Mar. 2025 – Dec. 2025
Responsible for managing data processing and deliverables, quality control, and PMS implementation for a network-level pavement condition assessment of approximately 600 miles of roadway within the City of Brampton, Ontario. Scope of services included ASTM D6433-compliant pavement inspections utilizing TEE's Automated Data Collection System and AI-based distress identification technologies to generate PCI ratings and pavement condition data. Oversaw development of final data deliverables, historical data migration, and integration into the Smart Asset Management Solutions™ (SAMS) platform to support GIS-based visualization, long-term asset management, and efficient use by City staff.

CDOT Pilot Project | Chicago, IL | Mar. 2023 – Dec. 2023
Project manager for an automated pavement and sidewalk inspection using Tiger Eye's automated distress detection and rating system for the Chicago Department of Transportation (CDOT). Scope of services included roadway and sidewalk inspection and rating. Responsibilities included overall project management, management and validation of digital image annotation and machine learning training, data quality control, project communications, and review of project deliverables.

OFFICE LOCATION
Columbia, MO

EDUCATION
PhD, Civil Engineering
Penn State University

MS, Civil Engineering,
Penn State University

BS, Civil Engineering,
Penn State University

REGISTRATIONS
PE, Civil; IL (expired)

YRS OF EXPERIENCE
37

AVAILABILITY
10 Hrs. per Week

William Buttlar, PhD | *Senior Engineer, Senior Reviewer*

Dr. Buttlar is a managing partner of Tiger Eye Engineering and is also the Founding Director of the Missouri Center for Transportation Innovation, as well as the Editor-In-Chief of the International Journal of Road Materials and Pavement Design. Dr. Buttlar has lead pavement evaluation, design, and management projects for various state highway agencies, tollways, and cities across the United States over the past 3 decades.

Pavement Condition Assessment and Mgmt. | City of Jefferson City, MO | 2022, 2025
Contract Manager and Senior Reviewer for consecutive assessments of 250 centerline miles of pavement and 500 miles of curb and gutter inspection and rating in 2022 and 2025. Responsibilities included model training, data collection, quality control, validation, analysis and evaluation. Advanced machine learning software programs were developed and used to evaluate the condition of pavements and curb and gutter infrastructure. Historical condition data was integrated into TEE's Dashboard.

Pavement Condition Assessment | City of Washington, IL | 2023
Contract Manager and Senior Engineer for an AI-driven roadway asset management solution for the City's 71-mile municipal road network. Directed vehicle-based pavement data collection, followed by machine learning analysis to identify all ASTM D6433 pavement distress types and generate a Pavement Condition Index (PCI) database. Integrated geospatial condition data into Esri GIS and pavement management systems to support interactive visualization, infrastructure analytics, and asset lifecycle management.

Pavement Inspection and Data Visualization | Kansas City, MO | 2022
Principal investigator for a project aimed at evaluating the current approach for pavement inspection and evaluation in Kansas City and demonstrating the potential benefits of automated distress detection, rating and data visualization using machine learning. Responsibilities included overall project management, validation of digital image annotation and machine learning training, data quality control, project communications, and review of project deliverables.

Road & Sidewalk Asset Management Platform | City of Peoria, IL | 2019
Led mobilization and deployment of an AI-driven transportation asset management solution supporting 100% roadway and sidewalk network assessment. Directed large-scale field data collection, high-resolution imagery processing, and machine learning workflows to identify 40+ pavement distress types and calculate ASTM D6433-compliant Pavement Condition Index (PCI) values. Integrated geospatial data into Esri-based asset management systems and decision optimization software to produce data-driven 5- and 10-year pavement preservation programs. Leveraged traffic volumes, crash analytics, and infrastructure condition data to optimize maintenance prioritization, capital planning, and resource allocation across the City's transportation network.

OFFICE LOCATION
Columbia, MO

EDUCATION
PhD, Civil Engineering, University of Delaware

MS, Civil Engineering, University of Delaware

BS, Civil Engineering, University of Delaware

YRS OF EXPERIENCE
17

AVAILABILITY
15 Hrs. per Week

Yaw Adu-Gyamfi, PhD | *Senior Engineer, AI Specialist*

Dr. Adu-Gyamfi is a national expert in the application of AI for highway transportation. He is one of 30 members selected by the National Academies' Transportation Research Board to serve as a member of the standing committee on Artificial Intelligence. He is also the recipient of the prestigious NSF CAREER grant for advancing machine learning and big data analytics methods in transportation. Dr. Adu-Gyamfi has served as PI or co-PI on more than $5 million funded projects from State agencies, NSF, DOTs, FHWA and USDOT Exploratory Advanced Research.

Pavement Condition Update | County of Weld, CO | Oct. 2025 – Jan. 2026
Senior Engineer, AI Specialist

Pavement Condition Assessment and Data Visualization | City and County of Honolulu, HI | Mar. 2025 – Jan. 2026
Senior Engineer, AI Specialist

Pavement Condition Assessment and PMS Implementation | City of Brampton, Ontario, Canada | Mar. 2025 – Dec. 2025
Senior Engineer, AI Specialist

Pavement Condition Assessments – 2024-2034 | City of Thornton, CO | 2024, 2026
In 2024 and 2026, Yaw was a key contributor to the assessment of 421 miles of pavement for the City of Thornton, Colorado. The scope of services for this contract includes biennial pavement condition assessments through 2034. His responsibilities include machine learning (ML) model development, cloud computing, and full stack development for interactive web visualization. Advanced ML software programs were developed and used to evaluate pavement conditions by identifying over 40 different distress types and calculating Pavement Condition Index (PCI) ratings following ASTM D6433 standards.

Automated Pavement, Asset, and Sidewalk Inspection, Data Visualization | City of Galesburg, IL | Mar. 2024 – Jan. 2025
Technical director for a comprehensive inspection of roadway, curb and gutter, sidewalks, and other transportation infrastructure across the approximately 180-mile City-maintained road network. Dr. Adu-Gyamfi oversaw the use of TEE's cutting-edge and highly cost-effective automated distress detection and rating system built around advanced machine learning algorithms. Data visualization dashboards were also developed and customized for the City.

Sidewalk Condition Assessment and Ramp Evaluation Project | City of Topeka, KS | Mar. 2024 – Dec. 2024
In 2024, Yaw was involved in the assessment of 700 miles of sidewalks and ramp evaluations for the City of Topeka, Kansas. As the AI Software Developer and Geospatial Mapping Expert, his responsibilities included developing advanced machine learning models for analyzing sidewalk conditions and ramp compliance. Yaw designed and implemented a comprehensive data collection system that integrated GPS, LiDAR, video footage, IMU, and accelerometer data to accurately measure sidewalk slopes and detect surface irregularities. He also played a key role in data visualization and geospatial mapping, ensuring that validated data was presented in a clear, actionable format.

OFFICE LOCATION
Raleigh, NC

EDUCATION
PhD Pavement Eng., North Carolina State University

MS Transportation Material, Sharif University

BS Civil Engineering, Sharif University

REGISTRATIONS
PE, Civil; NC

YRS OF EXPERIENCE
10

AVAILABILITY
15 Hrs. per Week

Amir Ghanbari, PhD, PE | *Project Engineer, Data Integration Lead*

Amir Ghanbari is a dedicated project manager/engineer with a strong background in pavement management, pavement materials, highway and airport pavement design, and construction supported by ten years of work experience. Amir has extensive experience with pavement management systems, non-destructive testing and falling weight deflectometer back calculations, pavement condition index analysis, pavement life cycle cost analysis and preservation techniques, and asphalt material characterization. Amir is proficient with various types of pavement/asset management software such as AgileAssets, PAVER/MicroPAVER, StreetSaver, Lucity, and Cartegraph.

Pavement Condition Assessment and PAVER Integration | El Monte, CA | 2024*
In this role, he executed the full life cycle of a pavement assessment, supervising the PCI evaluation and meticulously logging pavement distress data into the PAVER system to establish a current, defensible asset baseline. Amir subsequently developed an integrated five-year Maintenance and Rehabilitation (M&R) strategy using PAVER's optimization modules, which provided the City of El Monte with a data-driven roadmap to effectively allocate its multi-million dollar budget across targeted preservation and critical reconstruction treatments.

Pavement Condition Assessment and PAVER Integration | Cerritos, CA |2023*
Amir directed the comprehensive pavement assessment for Cerritos, overseeing the integration of high-quality distress data into the PAVER database and ensuring the validation of the network-wide Pavement Condition Index (PCI) as the core metric for capital improvements. He utilized PAVER's robust life-cycle cost analysis (LCCA) capabilities to formulate a prioritized five-year Maintenance and Rehabilitation (M&R) strategy, which identified funding gaps and developed a fiscally responsible, phased schedule designed to maximize service life.

Pavement Condition Eval., PAVER Implementation | Garden Grove, CA |2021*
As Project Engineer, Amir deployed the PAVER pavement management system for a full network evaluation of 250 centerline miles, ensuring the precise calculation of the Pavement Condition Index (PCI) through rigorous field inspection and data quality control. He then strategically utilized the output from the PAVER analysis to craft a five-year (M&R) plan.

Pavement Condition Assessment and PAVER Integration | Irvine, CA | 2021*
As Project Engineer, Amir led the comprehensive pavement condition inventory for over 300 centerline miles, utilizing the PAVER system for rigorous field surveys and accurate distress classification conforming to ASTM standards. This work established a precise Pavement Condition Index (PCI) baseline, which he then leveraged to model deterioration curves and develop an optimized five-year Maintenance and Rehabilitation (M&R) plan focused on maximizing Return on Investment (ROI) by prioritizing preventive maintenance.

Pavement Condition Assessment and PAVER Integration |Santa Monica, CA | 2021*
He was responsible for the hands-on execution of the PCI evaluation for Santa Monica's high-traffic street corridors, meticulously coordinating detailed pavement distress surveys and integrating the findings into the PAVER system to provide a clear, defensible measure of asset health. Based on this analysis, Amir contributed to the development of a strategic five-year Maintenance and Rehabilitation (M&R) program that optimized treatment selection to ensure the long-term structural integrity of critical urban infrastructure.

**Project completed with a previous employer*

Farzan Kazemi, PhD, PE

Office Location
Rancho Cordova, CA

Education
PhD Pavement/Civil Engineering, University of Nevada, Reno

MS, Civil Engineering, Sharif University of Technology, Iran

BS, Civil Engineering, Ferdowsi University of Mashhad

Registrations
Professional Engineer – Civil:

California # 96647

Certifications
Hawkeye AARB Data Collection System

Years of Experience
13

Experience and Responsibilities

Dr. Kazemi, PhD, PE, is an expert in pavement condition assessment, analysis, design, destructive & non-destructive testing, and pavement condition assessment. Notably, Dr. Kazemi has extensive experience with both automated and manual pavement distress surveys using a variety of equipment. He has managed pavement management projects for several cities, counties, and states. Dr. Kazemi's relevant project experience includes leading pavement evaluations, design, and rehabilitation across multiple projects for agencies such as Caltrans, Nevada DOT, New Jersey DOT, Delaware DOT, Virginia DOT, Maryland DOT, Pennsylvania DOT, and New York State DOT.

Dr. Kazemi played a key role in overseeing pavement evaluation and testing, as well as data collection for pavement thickness and condition assessments. His responsibilities also included performing pavement core calibrations and providing maintenance and rehabilitation recommendations. Dr. Kazemi was also responsible for quality control (QC), innovation, and precision in pavement data collection and statewide evaluation for West Virginia DOT.

Relevant Project Experience

Pavement Condition Evaluation and Pavement Management Program Update, City of La Verne, CA

Task Lead. Serving as Atlas Task Lead for pavement condition data collection supporting the City of La Verne Pavement Management Program, coordinating field operations, schedules, and communication among stakeholders. Managing the planning and execution of network-level pavement surveys covering approximately 240 lane miles of roadways and alleys, overseeing field data collection activities, tracking project progress, resolving field issues, and ensuring the timely delivery of high-quality pavement condition data to support the City's Pavement Management System (PMS) update (2026 – Ongoing).

Various Pavement Management Projects, County of Napa, CA

Consultant Task Order Manager. Dr. Kazemi developed the report and contributed to the pavement management project for Napa County, CA. His work involved conducting pavement condition assessments, analyzing data, and providing strategic recommendations for maintenance and rehabilitation. This project was essential in helping Napa County make informed decisions to improve and maintain its road infrastructure efficiently (2019).

Various Pavement Management Projects, City/County of Camden, NJ

Consultant QC/QA Manager. Dr. Kazemi managed pavement management projects for Camden County and the City of Camden in New Jersey. These projects involved assessing pavement conditions, analyzing distress data, and developing maintenance and rehabilitation plans. Dr. Kazemi's work provided valuable data driven recommendations to support the City and County in prioritizing road repairs and optimizing their pavement management budgets (2019 – 2020).

West Virginia Statewide Pavement Data Collection and Evaluation, West Virginia Department of Transportation, Statewide, CA

Consultant Contract Manager. Dr. Kazemi was responsible for quality control, innovation, and precision in a statewide pavement data collection and evaluation project for West Virginia. This project involved using advanced mobile data collection techniques and sensor-based systems to gather pavement condition data across the state. Dr. Kazemi's role was pivotal in verifying data accuracy and providing actionable recommendations for West Virginia's pavement management strategy (2019 – 2020).

Pavement Condition Surveys and Data Collection, Various State DOTs

Consultant Contract Manager. Dr. Kazemi has been involved in pavement condition surveys and data collection projects across several states, including the DOTs of Delaware, Virginia, Maryland, Pennsylvania, and New York. He led evaluations using GPR and FWD testing, performed core calibrations, and developed recommendations for pavement maintenance and rehabilitation (2020 – 2022).

Various Pavement Projects, Hamilton, NJ

Lead Project Engineer (Pavement). Dr. Kazemi independently managed projects, prepared proposals, directly interacted with clients, and submitted reports. He provided pavement design and evaluation for roadway, intersection, bridge, and toll projects. He managed pavement projects for State agencies, counties, and townships and provided term agreements on pavement screening and bridge rehabilitation. Dr. Kazemi was involved in an extensive research project ($3.5M) with New Jersey DOT and Rowan University. He performed concrete pavement distress and repair identification and geo-mapping using CADD and supported ride quality projects (data collection, analysis, and resolution). In addition, he provided advanced GIS visualization of pavement test results (FWD, GPR) (2020 – 2022).

Morteza Mirshekari, PhD, PE, GE

Project Engineer

Office Location
San Diego, CA

Education
PhD, Geotechnical Engineering, University of New Hampshire

MS, Geotechnical Engineering, University of Tehran

BS, Civil Engineering, University of Tehran

Registrations
Professional Engineer – Civil: California #92374

Professional Engineer – Geotechnical: California #3321

Years of Experience
15

Experience and Responsibilities

Dr. Mirshekari has 15 years of combined industry and research experience in the analysis, design, construction, and management of complex geotechnical projects. He has served as lead engineer on numerous public and private sector projects involving foundation systems, slope stability, seepage modeling, earth retention transportation infrastructure, and geotechnical instrumentation.
His expertise includes geotechnical earthquake engineering, such as seismic hazard analysis, site response, deformation modeling, soil-structure interaction, and liquefaction assessments. Morteza has extensive knowledge of shallow and deep foundation design and construction, as well as slope stability and seepage evaluation. He has led instrumentation programs using advanced sensors to monitor geotechnical and waste facilities. He has managed projects with budgets of up to $12 billion, oversees staff and resources, supports client relationships, and provides construction oversight, inspections, and technical reviews.

Relevant Project Experience

Brightline West High-Speed Railway, Brightline, Victorville, CA to Las Vegas, NV

Lead Geotechnical Engineer and Project Manager. Dr. Mirshekari managed a team of 10+ geotechnical engineers and geologists and led the geotechnical engineering efforts for the design of multiple segments of Brightline West high-speed railway in California (with a total length of more than 200 miles). This national project has a total revenue of $12B and is currently on track to connect the SoCal area to Las Vegas in about 90 minutes. The task orders managed by Morteza, to date, have involved drilling more than 650 borings, performing the associated laboratory tests, designing the geotechnical components and track substructure of the alignment in California, and preparation of Geotechnical Design Reports (GDR), Materials Reports (MR), Foundation Reports (FR), and Track Design Report (2019 – Ongoing).

Etiwanda Avenue Grade Separation Project, Moffat & Nichol, Rancho Cucamonga, CA

Geotechnical Engineer. The proposed Etiwanda Avenue Grade Separation aims to provide an uninterrupted flow of vehicular and railroad traffic at the intersection of Etiwanda Avenue and the SCRRA and BNSF railroad lines. The final proposed design includes two approach embankments and ten bents. Dr. Mirshekari led the engineering efforts in assessing the settlement, axial and lateral pile design, and seismic evaluation of the proposed bridge. A seismic Finite Element Analysis was performed (PLAXIS) to evaluate the inertia soil-structure-interaction impacts of the embankments on the seismic response of the underlying 12-foot Etiwanda feeder (2020 – 2021).

Blythe Boarder Protection Station, LSA, Blythe, CA

Lead Geotechnical Engineer and Project Manager. Dr. Mirshekari managed and led the geotechnical engineering design for the proposed Border Protection Station and its associated improvements in Blythe, California. The project also included realignment/construction of parts of I-10 and Hobsonway road. The geotechnical

design included recommendations for shallow and light post foundations, seismic ground motion study, liquefaction analysis, and remedial grading. Rigid and flexible pavement sections were also provided as part of the recommendations following a Mechanistic-Empirical approach for the Caltrans roadway and a typical CalFP pavement design for the City of Blythe roadway (2021 – 2022).

FedEx Maintenance Hanger Facility, Los Angeles International Airport, Los Angeles, CA

Geotechnical Engineer. Dr. Mirshekari designed the pavement sections of the maintenance hangar facility at the Los Angeles International Airport. FAA Rigid and Flexible Iterative Elastic Layered Design (FAARFIELD) program was used to provide a FEM-based pavement design under a combination of airplanes operated at the FedEx facility (2021).

SR-67 at Bradley Avenue Interchange Bridge, El Cajon, CA

Technical Reviewer. Constructed in 1966, the existing structurally deficient bridge at Bradley Avenue Overcrossing will be replaced with a new bridge providing additional traffic capacity and pedestrian facilities. The proposed new bridge will be a two-span, cast-in-place, prestressed reinforced concrete box girder with overall length and width of 190 feet and 99 feet, respectively. Scope of geotechnical services for this project included a review of previous geotechnical explorations and performing engineering analyses in accordance with AASHTO LRFD BDS document for lateral earth pressures, bearing capacity and settlement of shallow foundations, approach embankments, pavements, and providing seismic spectral accelerations. Geotechnical reports were prepared per Caltrans guidelines (2023).

Bonsall Oaks Rue Margaux Over North Fork Gopher Canyon Creek Bridge, Bonsall, CA

Technical Reviewer. The Rue Margaux Over North Fork Gopher Canyon Creek Bridge will be approximately 176 feet long and will include two traffic lanes and an outside shoulder for a total width of approximately 31 feet. Embankment fills up to about 36 feet above the existing grades are proposed on the south and north sides of the creek. The geotechnical services for this project included a site-specific geotechnical exploration and laboratory program, LOTB preparation, geophysical evaluation (ReMi survey), and performing engineering analyses in accordance with AASHTO LRFD BDS document for lateral earth pressures, bearing capacity and settlement of shallow foundations, approach embankments, pavements, and providing seismic spectral accelerations. Geotechnical reports were prepared per Caltrans guidelines (2022 – 2023).

Otay Mesa LPOE Concourse Renovation, San Diego, CA

Lead Geotechnical Engineer. Investigation supporting walkway and shade canopy renovations at the Otay Mesa Land Port of Entry. Borings and lab testing identified fill, very old alluvium, and Otay Formation. Recommendations addressed grading, support of shade canopy on CIDH or shallow foundations, expansive soil mitigation, and pavement design (2023).

City Creek Bikeways and Retaining Walls, Highland, CA

Lead Engineer. Geotechnical investigation supporting the design and construction of approximately 1.4 miles of new bikeway and retaining walls along an existing levee in Highland, California. The investigation included boring field exploration, laboratory testing, and evaluation of subsurface conditions consisting primarily of granular artificial fill with cobbles and boulders. The study assessed geologic hazards including liquefaction, flooding, and seismic ground shaking, and provided recommendations for site grading, excavation, foundation design for Caltrans Type 5 retaining walls, and pavement sections (2023).

E. Past Experience

E.1 TEE Experience Overview

TEE's services have been consistently utilized to serve municipal stakeholders, public works departments, and asset management firms who require unbiased and hyper-granular measurements, comprehensive condition and asset inventories, and data-driven asset management and capital investment plans. The firm's recent project highlights include the creation of distress and asset inventories, PCI, and consecutive pavement and curb and gutter assessments for Jefferson City, Missouri (2023 and 2025); a 10-year service agreement including multiple condition assessment for the 421-mile network of the City of Thornton, Colorado (2024-2034); a comprehensive pavement condition assessment of 1,800 lane miles of roadways for the County of Honolulu, Hawaii (2025); and a pavement condition assessment for 735-centerline miles of County-maintained roads for the County of Weld, Colorado (2026).

E.2 Major Completed Projects with PCI Evaluations and PMP/PMS Implementations/Updates

- Jefferson City, MO – Pavement and Curb & Gutter Condition Assessment – 250 miles – 2022
- Mexico, MO – Pavement, Curb & Gutter, and Sidewalk Evaluation – 100 miles – 2023
- City of Dublin, OH – PCI Rating – 500 miles – 2023
- City of Peoria, IL – Pavement, Sidewalk, and Asset Evaluation – 100 miles – 2024
- Cape Breton, Nova Scotia, Canada – Pavement Analysis – 350 miles – 2024
- City of Galesburg, IL – Pavement, Sidewalk, and Asset Evaluation – 180 miles – 2024
- City of Guelph, Ontario, Canada – Pavement Condition Evaluation – 650 miles – 2024
- Dufferin County, Ontario, Canada – Pavement Condition Evaluation – 250 miles – 2024
- City of Battlefield, MO – Pavement, Sidewalk, and Asset Evaluation – 100 miles – 2024
- City of Thornton, CO – Pavement Evaluation – 450 miles – 2024 (service agreement through 2034)
- Macon County, IL – County Road Condition Assessment – 250 lane miles – 2024
- City of Great Bend, Oregon – Pavement Condition Assessment – 150 miles – 2025
- Jefferson City, MO – Pavement and Curb & Gutter Condition Assessment – 250 miles – 2025
- City and County of Honolulu, HI – Pavement, Sidewalk, and Asset Evaluation – 1,800 lane miles – 2025
- City of Brampton, Ontario, Canada – Pavement Condition Assessment, PMS – 600 centerline miles – 2025
- County of Weld, CO – Pavement Condition Data Collection and PMS Updates – 735 miles – 2026

Figure 17. TEE US Project Sites

E.3 Relevant Project Experience Narratives

E.3.1 Project Example 1

Agency Name: County of Weld, CO
Project Title: Pavement Condition Assessment and Pavement Management System Update
Project Dates: October 2025-January 2026
Lead Agency: Tiger Eye Engineering
Client Contact: Joshua Holbrook | (970) 400-3744 | jholbrook@weld.gov
Location: PO Box 758, 1111 H Street, Greeley, CO
Contract Value: $148,000.00
Team Members: Hamed Majidifard (Project Manager), William G. Buttlar, Yaw Adu-Gyamfi, Amir Ghanbari

Project Overview: In 2025, TEE was awarded a contract to provide updated pavement condition data and Pavement Management System (PMS) updates for County-maintained roadways of Weld County, Colorado. TEE's ability to rapidly mobilize, efficiently collect and analyze data, and experience with a wide variety of GIS and PMS systems allowed the project team to complete the update on an aggressive timeline and finalize all deliverables within 4 months of receiving the Notice to Proceed.

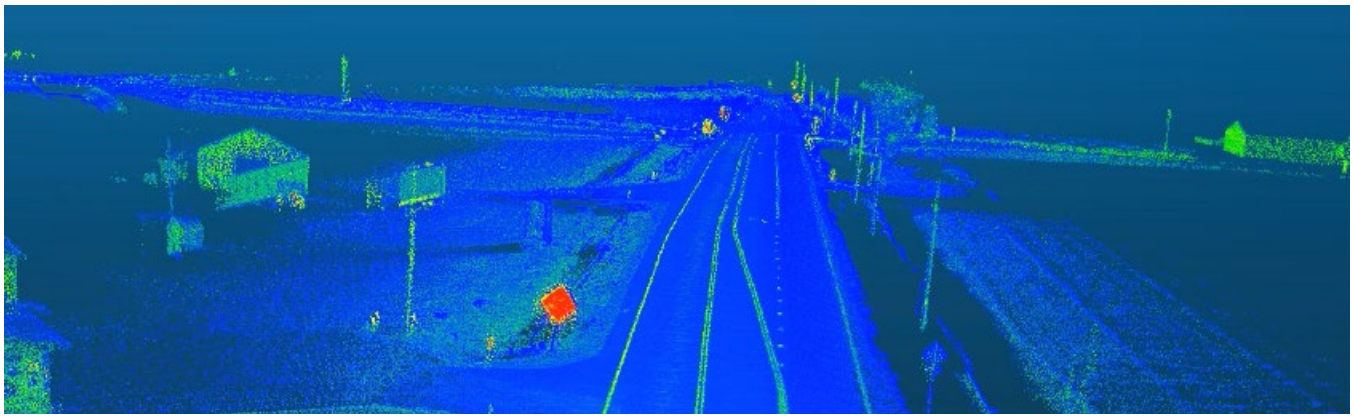


Figure 18. Example 3D Point Cloud Data and Captured by TEE Automated Data Collection System

Scope and Technologies: TEE's vehicle-based Automated Data Collection System was used to collect georeferenced, high-resolution imagery and LiDAR surface geometry measurements for the entire network, as well as images of all transportation assets contiguous to the roadway (sidewalks, curb and gutter, etc.). Data collection and punch-list re-surveying efforts were completed in under two weeks.

Key Deliverables: TEE's AI-based Distress Detection System was used to rectify the survey imagery and identify all pavement distresses across the network with type, extent, and severity measurements in accordance with the ASTM D6433-20 standard, producing a Pavement Condition Index (PCI). The Detection System was also used to create a database of all asset locations and classifications. TEE combined the new PCI data with the County's historical pavement and drainage data to create an updated Overall Condition Index (OCI). The distress data, condition indices, and asset database was integrated into the County's Cartegraph PMS with adherence to OpenGov Cloud requirements, enabling the County to produce all required reports and develop data-driven work plans. The data was also delivered as ESRI-based GIS layers and as an Excel-based geodatabase. Additionally, TEE delivered a web-based visualization and map-based exploration dashboard, enabling the entire Public Works Department and County stakeholders to quickly access high-quality images of all pavement distresses, understand current network health trends, and generate custom reports.

Relevance to this RFP: The Weld County project closely aligns with the City of Sierra Madre's Pavement Management Plan Update by demonstrating TEE's ability to deliver a complete pavement management program under an accelerated schedule while maintaining exceptional data quality and seamless integration with existing

agency systems. Like Sierra Madre, Weld County required a comprehensive network-wide pavement condition assessment, ASTM D6433-compliant PCI ratings, updated GIS databases, pavement management system updates, and the development of decision-support tools that enable data-driven maintenance and rehabilitation planning.

This project highlights TEE's ability to rapidly mobilize field operations, complete network-wide data collection in less than two weeks, and deliver a fully updated Pavement Management System—including condition indices, GIS

ADVANCED PAVEMENT MANAGEMENT SOLUTIONS

- Multi-metric pavement condition analysis (PCI, IRI, rutting, OCI, and custom indices)
- Integration of historical pavement, maintenance, rehabilitation, and GIS data into existing PMS platforms
- Standardization of legacy surveys and imagery for accurate deterioration modeling and life-cycle forecasting
- Interactive GIS dashboards and decision-support tools for capital planning, reporting, and grant applications

datasets, asset inventories, and web-based visualization tools—within four months of Notice to Proceed. The project also demonstrates TEE's expertise integrating new pavement condition data with historical infrastructure records to improve deterioration modeling and long-term asset management. These capabilities directly support Sierra Madre's objectives of updating its pavement inventory, producing defensible maintenance and rehabilitation recommendations, developing long-term funding strategies, and delivering GIS-compatible datasets and comprehensive reports that support future capital improvement programming and grant funding opportunities.

E.3.2 Project Example 2

Agency Name: City of Galesburg, IL
Project Title: Road, Sidewalk, and Asset Data Collection and Asset Management
Project Dates: March 2024 – January 2025
Lead Agency: Hanson Professional Services
Client Contact: Aaron Gavin | (309) 345-3625 | agavin@ci.galesburg.il.us
Location: 55 W Tompkins St., Galesburg, IL 61402
Contract Value (TEE Services): $41,000.00
Team Members: Hamed Majidifard (Project Manager), William G. Buttlar, Yaw Adu-Gyamfi, Amir Ghanbari

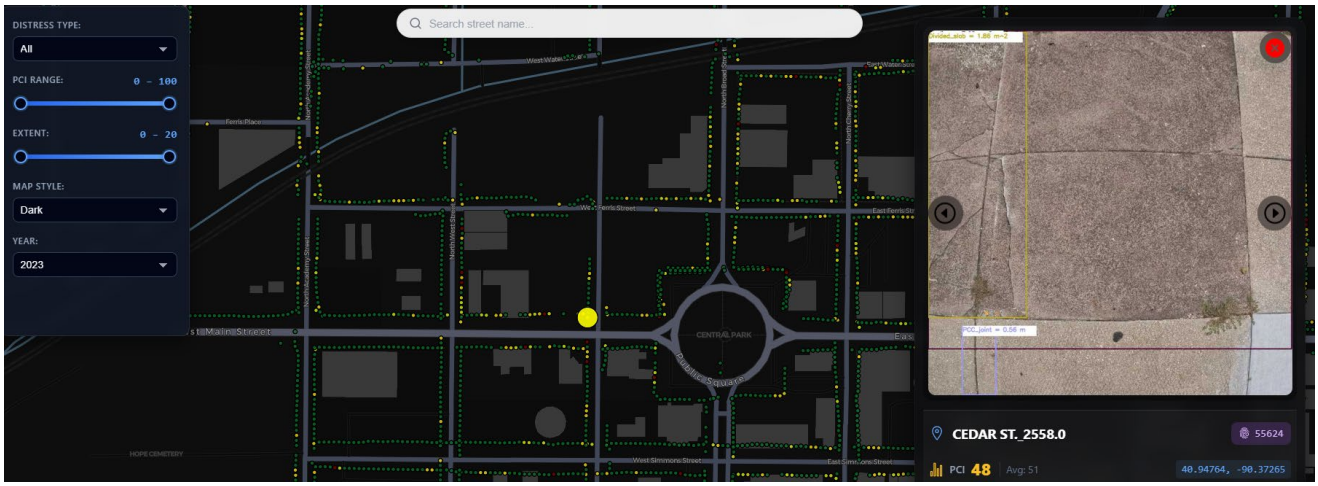


Figure 19. Sidewalk Condition Data and Imagery from Galesburg, IL on TEE's Dashboard

Project Overview: The City of Galesburg was seeking an assessment of its current pavement conditions and a forward-looking, strategic partner to enhance its decision-making capabilities, prioritize investments, and

implement efficient maintenance and rehabilitation strategies. Through this search, the City selected TEE to provide these services in partnership with Hanson Professional Services Inc. The project is centered around the critical objectives of integrating with the City's GIS with Hanson's Decision Optimization Software (DOT)™ asset management software, with a focus on delivering a user-friendly, actionable pavement management planning software.

Scope and Technologies: TEE completed a comprehensive pavement assessment with high-resolution imagery capture (downward-facing and 360°), AI/machine learning based distress characterization (type/extent/severity, strictly following ASTM 6433), PCI determination via existing shape file sectioning, and picture-by-picture hyper-granular PCI rating. In additional to detecting and rating every pavement distress, TEE imaged, identified, and delivered a condition rating for all transportation assets, including road signs and traffic signals. Asset extraction was completed by TEE by processing the high-resolution imagery capture from the pavement evaluation and applying machine learning based asset extraction, categorization, and geolocation. Finally, TEE performed a comprehensive sidewalk condition assessment, including ADA ramp assessment, with an ebike-based automated data collection system.

Key Deliverables: PCI rating, Sidewalk Condition Index (SCI) rating, and a complete asset inventory were delivered with georeferenced, high-resolution imagery of the transportation corridor. A custom instance of TEE's visualization dashboard was created to host pavement, sidewalk, and asset evaluation assessment data in the same web-based platform. Data was integrated into client GIS and TEE's visualization dashboard. Finally, pavement management planning updates were developed within DOT™, delivering all new and historical data to the City in a powerful, data-driven asset management system.

Relevance to this RFP: This project demonstrates TEE's ability to collect, process, and deliver transportation infrastructure data for municipalities. The project also demonstrates the team's experience in delivering advanced pavement management planning insights and tools to municipal clients.

MULTI-ASSET CONDITION ASSESSMENT

- Single-Pass Evaluation of pavements, sidewalks, ADA ramps, roadway signs, traffic signals, and other transportation assets
- AI-Powered Asset Extraction with automated identification, classification, geolocation, and condition assessment from high-resolution imagery
- Integrated Pavement & Sidewalk Management using PCI and Sidewalk Condition Index (SCI) within a unified GIS and asset management environment
- Web-Based Visualization & Decision Support combining pavement, sidewalk, and asset inventories into an interactive platform for maintenance planning and capital investment

E.3.3 Project Example 3

Agency Name: City and County of Honolulu, HI
Project Title: Pavement Data Collection
Project Dates: June 2025 - September 2025
Lead Agency: AECOM
Client Contact: Abbas S. Kachwalla | (217) 281-2550 abbas.kachwalla@aecom.com
Location: 1151 Punchbowl St # 426, Honolulu, HI 96813
Contract Value (TEE services): $304,000.00
Team Members: Hamed Majidifard (Technical Lead), William G. Buttlar, Yaw Adu-Gyamfi, Amir Ghanbari

Project Overview: As a subconsultant to AECOM, TEE completed the data collection for a comprehensive pavement and asset assessment for 1,800 lane miles of City and County-owned roads across the island of Oahu, Hawaii.

Scope and Technologies: TEE's automated data collection suite was used to capture high-resolution imagery (including continuous, 360° video), LiDAR surface geometry and rutting data, and other sensor data across the transportation infrastructure network (100% coverage). The collected data was then processed through TEE's industry-leading machine learning-based AI system, which identified the type, extent, and severity of all ASTM pavement distresses including weathering, raveling, and rutting.

PROVEN AT METROPOLITAN SCALE

- Automated assessment of 1,800 lane miles with complete network coverage
- AI-generated PCI and ASTM D6433 distress inventories from imagery and LiDAR
- Web-based decision-support dashboard with georeferenced imagery and condition mapping
- Seamless integration with enterprise GIS and pavement management systems

Key Deliverables: TEE's automated imagery and LiDAR processing systems produced a complete Pavement Condition Index (PCI) for the 1,800-lane mile road network, as well as georeferenced imagery for every roadway distress, including type, extent, and severity according to ASTM D6433. Condition and location data was integrated into TEE's data visualization dashboard. Individual distress identifications, superimposed on downward-facing pavement imagery, will be viewable by all stakeholders across the island via an intuitive, web-based user interface. The data was also exported in Esri-based formats to the City and County's GIS and pavement management systems.

Relevance to this RFP: This project demonstrates TEE's ability to collect, process, and operationalize transportation infrastructure data for large scale projects. Through the assessment of 1,800 lane miles of roadway using high-resolution imagery, LiDAR-derived pavement geometry, and integrated sensor datasets, TEE developed and deployed AI/ML-based extraction workflows capable of identifying ASTM pavement distresses, generating PCI values, and producing georeferenced infrastructure condition datasets suitable for enterprise asset management systems. The project demonstrates the team's experience transforming large-scale mobile mapping data streams into actionable decision-support tools, visualization dashboards, and GIS-integrated outputs.

Figure 20. TEE Automated Data Collection System on the island of Oahu

F. Current Projects

F.1 Ongoing Project 1: City of La Verne, CA

Agency Name: City of La Verne
Project Title: Pavement Condition Evaluation and Pavement Management Program Update
Project Dates: May 2025 – December 2026 (Proposed)
Lead Agency: Tiger Eye Engineering
Location: 3660 D St, La Verne, CA 91750

Team Members: Hamed Majidifard (PIC, Project Manager), William G. Buttlar, Yaw Adu-Gyamfi, Amir Ghanbari, Farzan Kazemi

Project Overview: TEE, in partnership with Atlas, was recently selected to provide a comprehensive update to the City of La Verne's Pavement Management Program (PMP), including a network-wide assessment of approximately 200 miles of roadways, 200 miles of sidewalks, and 20 miles of alleyways. The project combines automated pavement condition surveys, structural evaluation, GIS integration, life-cycle cost analysis, and M&R strategy development to provide the City with a data-driven decision support tool for pavement preservation and rehabilitation. The project also includes development of a five-year pavement management program, budget scenarios, public presentations, and seamless integration of collected data into the City's existing GIS and asset management systems. **The project has been initiated, and data collection is currently underway.**

Scope and Technologies: TEE's approach emphasizes rapid, objective, and highly repeatable data collection using automated technologies. Vehicle-mounted high-resolution cameras, LiDAR, GPS, and proprietary AI models are used to collect 100% roadway coverage while identifying pavement distresses in accordance with ASTM D6433. The project also incorporates International Roughness Index (IRI) measurements, structural testing using Falling Weight Deflectometer (FWD), and automated sidewalk assessments using an instrumented electric scooter capable of evaluating sidewalk, measuring attributes such as cross slope, running slope, trip hazards, and surface defects. All collected data will be integrated into the City's GIS database and pavement management software to support condition mapping, deterioration modeling, life-cycle cost analysis, budget optimization, and capital improvement planning.

Key Deliverables:

- Network-wide pavement, sidewalk, and alleyway condition assessment
- ASTM D6433-compliant Pavement Condition Index (PCI) ratings
- International Roughness Index (IRI) measurements
- Structural pavement evaluation using Falling Weight Deflectometer testing
- Updated GIS pavement inventory and asset database
- QA/QC-validated condition database
- Deterioration modeling and life-cycle cost analysis
- Five-year Pavement Management Program with prioritized rehabilitation recommendations
- Budget scenarios and funding optimization analyses
- Draft and Final PMP reports
- GIS data deliverables and presentation materials
- Presentations to City Commission, City Council, and community stakeholders

LA VERNE — CALIFORNIA MUNICIPAL DELIVERY EXPERIENCE

- Selected TEE–Atlas Team to deliver a comprehensive Pavement Management Program update for a Southern California municipality
- Integrated Engineering Services including pavement evaluation, FWD structural testing, ADA sidewalk assessment, GIS updates, and life-cycle cost analysis
- End-to-End Program Development from condition assessment through five-year rehabilitation planning, funding scenarios, and City Council presentations
- Local Resources & Technical Expertise combining TEE's AI-driven pavement technologies with Atlas' extensive Southern California engineering presence and pavement management experience

Relevance to this RFP: The La Verne project closely mirrors the City of Sierra Madre's Pavement Management Plan Update in both scope and technical requirements. Both projects require comprehensive pavement condition

assessments, ASTM-compliant PCI evaluations, GIS database updates, pavement management planning, life-cycle cost analysis, prioritized rehabilitation programming, and presentation of findings to City decision makers. The La Verne approach demonstrates TEE's ability to efficiently collect high-quality pavement data using advanced automated technologies while producing the comprehensive reports, funding scenarios, and implementation strategies needed to support long-term pavement preservation and grant funding opportunities. The experience gained through La Verne directly aligns with Sierra Madre's objectives of updating its pavement inventory, developing a data-driven pavement management program, producing a defensible rehabilitation strategy, and delivering GIS-compatible datasets and final reports that support future capital improvement planning and compliance with Metro, Caltrans, and FHWA funding requirements.

F.2 Ongoing Project 2: City of Thornton, CO

Agency Name: City of Thornton
Project Title: Road Data Collection and Asset Management Program
Project Dates: 2024–2034 (10-Year Service Agreement)
Lead Agency: Hanson Professional Services Inc.
Location: 9500 Civic Center Drive, Thornton, CO 80229
Team Members: Hamed Majidifard (Technical Lead), William G. Buttlar, Yaw Adu-Gyamfi, Amir Ghanbari

Project Overview: Tiger Eye Engineering is providing a ten-year pavement data collection and asset management program for the City of Thornton, supporting the long-term management of approximately **421 centerline miles** of municipal roadways. The program combines recurring network-wide pavement condition assessments, GIS integration, and asset management software optimization to provide the City with reliable condition data for long-term infrastructure planning. Following the successful completion of the initial 2024 network assessment, **the 2026 network-wide pavement data collection and Pavement Management Plan update are currently underway** as part of the City's ongoing asset management program. The recurring data collection effort allows the City to monitor pavement performance over time and make informed, cost-effective maintenance and rehabilitation decisions.

Scope and Technologies: TEE performed automated pavement condition surveys using a vehicle-mounted high-resolution imaging system to collect continuous street-level imagery, GPS coordinates, and pavement distress data across the City's roadway network. Pavement distresses were identified and rated in accordance with **ASTM D6433 Pavement Condition Index (PCI)** methodology, producing condition ratings for every roadway segment and an overall network condition distribution. The project included delivery of full-resolution roadway imagery and video, GIS databases, ArcGIS shapefiles matching the City's roadway inventory, and an interactive data dashboard that enables staff to visualize pavement distresses overlaid on downward-facing imagery alongside synchronized 360-degree imagery. TEE also exported all condition data into **Hanson's Decision Optimization Technology (DOT™)** pavement management software to support maintenance planning, budget optimization, and capital improvement programming.

Key Deliverables:

- Network-wide pavement condition assessment for 421 centerline miles
- ASTM D6433-compliant Pavement Condition Index (PCI) ratings
- High-resolution street-level imagery and video
- GPS-referenced pavement distress inventory
- GIS database and ArcGIS-compatible roadway shapefiles
- Interactive web-based pavement visualization dashboard
- Data integration with Hanson Decision Optimization Technology (DOT™)
- Recurring network condition assessments under the 10-year service agreement
- Updated deterioration trends and performance modeling

- Ongoing Pavement Management Plan updates and decision-support data for capital improvement planning

Relevance to this RFP: The Thornton program demonstrates TEE's experience delivering exactly the type of recurring pavement management services requested by the City of Sierra Madre. Like Sierra Madre's project, Thornton requires comprehensive pavement condition assessments, GIS integration, ASTM-compliant PCI evaluations, pavement management database updates, and long-term maintenance planning. The ongoing nature of the contract also demonstrates TEE's ability to support municipalities beyond the initial assessment by maintaining consistent data collection cycles, updating pavement management plans, and refining deterioration models over time. **The 2026 pavement data collection and Pavement Management Plan update currently underway** further illustrates TEE's capability to successfully execute repeat network assessments, maintain data continuity, and provide agencies with increasingly accurate performance models, rehabilitation strategies, and capital improvement recommendations that support data-driven infrastructure investment.

THORNTON — LONG-TERM ASSET MANAGEMENT PARTNERSHIP

- 10-Year Service Agreement supporting recurring pavement assessments and continuous asset management improvements
- 421 Centerline Miles of roadway monitored through scheduled network-wide condition assessments
- Recurring Pavement Management Updates with 2026 data collection and PMP update currently underway to refine deterioration models and rehabilitation strategies
- Decision Optimization Integration delivering GIS-compatible datasets and direct integration with Hanson DOT™ for long-term capital planning and maintenance optimization

G. References

G.1 County of Weld, CO – Road Condition Assessment and PMS Update

Address: PO Box 758, 1111 H Street, Greeley, CO 80631
Client Contact: Joshua Holbrook | (970) 400-3744 | jholbrook@weld.gov
Duration: September 2025 – January 2026
Scope: Pavement condition assessment (735 centerline miles), contiguous asset location and assessment, PCI rating, IRI rating, Overall Condition Index (OCI) rating, GIS integration, Cartegraph integration, web-based Dashboard implementation, processing historical LCMS data

G.2 City of Galesburg, IL – Road, Sidewalk, and Asset Data Collection and Management

Address: 55 W Tompkins St. Galesburg, IL 61402
Client Contact: Aaron Gavin | (309) 345-3625 | agavin@ci.galesburg.il.us
Duration: March 2024 – January 2025
Scope: Pavement condition assessment (179 centerline miles), sidewalk condition assessment, asset inventory, PCI rating, sidewalk condition rating, GIS integration, web-based Dashboard implementation

G.3 City of Thornton, CO – Road Data Collection and Asset Management (10 Year Contract)

Address: 9500 Civic Center Dr. Thornton, CO 80229
Client Contact: Richard Nickson | (720) 977-6274 | Richard.nickson@thorntonco.gov
Duration: March 2024- December 2034 (10-Year Service Agreement)
Scope: Biennial pavement condition assessments (421 centerline miles), PCI rating, GIS integration, asset management software (DOT) integration, web-based Dashboard implementation

H. Project Schedule

Table 1. Schedule Overview

Task Number	Task Description	Duration	Start Date	Milestones
Task 1.1	Project Initiation and Data Review	2 Weeks	September 14, 2026	Kickoff meeting; review existing pavement inventory, GIS, maintenance history, and available data; finalize work plan, schedule, and communication protocols.
Task 1.2	Pavement Condition Survey	3 Weeks	September 28, 2026	Complete network-wide pavement condition assessment and field verification of roadway inventory.
Task 1.3	Pavement Condition Index (PCI) Analysis	3 Weeks	October 19, 2026	Complete PCI calculations, quality assurance/quality control, and network condition summaries.
Task 1.4	Pavement Management Analysis	3 Weeks	November 9, 2026	Develop deterioration models, maintenance and rehabilitation recommendations, budget scenarios, and multi-year pavement program.
Task 1.5	GIS Database Update	4 Weeks (Concurrent)	November 16, 2026	Update GIS pavement inventory and pavement management database; deliver GIS-ready datasets and supporting files.
Task 1.6	Pavement Management Program development	14 Weeks	December 1, 2026	**Draft PMP Report:** January 2027 **City Review:** February 2027 **Final PMP Report & Deliverables:** March 2027

Table 2. Project Milestones and Completion Dates

Milestone	Completion Date
Notice to Proceed / Project Kickoff	**September 14, 2026**
Task 1.1 – Project Initiation and Data Review Complete	September 25, 2026
Task 1.2 – Pavement Condition Survey Complete	October 16, 2026
Task 1.3 – Pavement Condition Index (PCI) Analysis Complete	November 6, 2026
Complete Inspection and Submit Data for Review *(City milestone)*	November 30, 2026
Task 1.4 – Pavement Management Analysis Complete	November 30, 2026
Task 1.5 – GIS Database Update Complete	November 30, 2026
Submit Draft Pavement Management Report *(City milestone)*	January 29, 2027
City Review Complete *(City milestone)*	February 26, 2027
Submit Final Pavement Management Report & Final Deliverables *(City milestone)*	March 26, 2027

Table 3. Gantt-Style Project Schedule

Task #	Task Name	09/26	10/26	11/26	12/26	1/27	02/27	03/27
Task 1.1	Project Initiation and Data Review							
Task 1.2	Pavement Condition Survey							
Task 1.3	Pavement Condition Index (PCI) Analysis							
Task 1.4	Pavement Management Analysis							
Task 1.5	GIS Database Update							
Task 1.6	Pavement Management Program development							

I. Cost Proposal

I.1 Task-Based Fee Schedule

Service	Qty	Unit	Cost (USD)	Subtotal
Task 1.1 - Project Management and Administration	1	Lump Sum	$2,000.00	$2,000.00
Task 1.2 - Update Maintenance and Rehabilitation History	1	Lump Sum	$3,000.00	$3,000.00
Task 1.3 - Pavement Condition Surveys	36	Miles (cl)	$278.00	$10,008.00
Task 1.4 - Database Verification and Organization	36	Miles (cl)	$28.00	$1,008.00
Task 1.5 - Budgetary Analysis	1	Lump Sum	$7,000.00	$7,000.00
Task 1.6 - Final Report	1	Lump Sum	$2,000.00	$2,000.00
TEE Dashboard*			Free	Included
Web-based, no install, unlimited licenses, and 5 years of access included				
			Full Scope Subtotal	$25,016.00
			Tax Rate	0.00%
			Total (Lump Sum, NTE)	**$25,000.00**

I.2 Labor Hour Allocation by Task and Staff Classification

Staff	Rate	TASK 1.1	TASK 1.2	TASK 1.3	TASK 1.4	TASK 1.5	TASK 1.6	Subtotal
Hamed Majidifard, Ph.D., P.E. - Project Manager	$180.00	4.00	2.00	2.00	1.00	3.00	3.00	$2,700.00
Bill Buttlar, Ph.D., P.E. - Contract Manager	$240.00	1.00	–	–	–	3.00	2.00	$1,440.00
Yaw Adu-Gyamfi, Ph.D. - Senior Engineer, AI Specialist	$180.00	–	4.00	8.00	–	8.00	2.00	$3,960.00
Farzan Kazemi, Ph.D., P.E. - Senior Engineer	$196.11	–	2.00	4.00	–	8.00	–	$2,745.54
Amir Ghanbari, Ph.D., P.E. - Project Engineer	$180.00	4.00	6.00	4.00	3.00	8.00	4.00	$5,220.00
Morteza Mirshekari, Ph.D., P.E. - Engineer	$161.40	2.00	3.00		2.00	8.00		$2,421.00
Data Collection Staff	$120.00	–	–	57.00	–	–	–	$6,840.00
Task Subtotals (Lump Sum)		**$2,000.00**	**$3,000.00**	**$10,000.00**	**$1,000.00**	**$7,000.00**	**$2,000.00**	**$25,000.00**

I.3 Pricing Assumptions

The proposed lump sum pricing includes all labor, setup, travel, equipment mobilization, employee expenses, and incidental costs associated with the preparation and delivery of final project deliverables, including GIS databases, electronic and hard copies, and data hosting/backup. All staff rates are fully loaded and inclusive of all travel, equipment, and incidental costs.

J. Certificate of Insurance

Tiger Eye Engineering LLC (TEE) certifies that we are willing and able to meet all insurance requirements specified by the City of Sierra Madre for this project.

If selected for award, TEE will furnish all required insurance documentation prior to execution of the Professional Services Agreement, including Certificates of Insurance, required endorsements, and evidence of coverage meeting or exceeding the limits and requirements established by the City. We further certify that all required insurance coverage will be maintained for the duration of the Agreement and in accordance with all applicable contract provisions.

TEE acknowledges and agrees to comply with the insurance, indemnification, and risk management requirements set forth in the Request for Proposals and the Professional Services Agreement.

K. Conflicts of Interest Disclosure

Tiger Eye Engineering LLC (TEE), together with its subconsultant Atlas Technical Consultants, certifies that, to the best of our knowledge, neither TEE nor any member of our proposed project team has any actual, potential, or apparent conflict of interest that would impair our ability to provide impartial and objective professional services to the City of Sierra Madre under this contract.

Furthermore, TEE certifies that we have no known relationships with the City of Sierra Madre, its City Council members, officers, or employees that would:

- Constitute a conflict of interest under California Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or any other applicable law;
- Prevent or impair our ability to perform the services described in this proposal; or
- Present a significant opportunity for the disclosure or misuse of confidential information.

Should any actual or potential conflict of interest arise during the course of the project, TEE will promptly disclose the matter in writing to the City and will take all appropriate actions necessary to resolve the conflict in accordance with applicable laws, regulations, and the requirements of the Professional Services Agreement.

L. Non-Collusion Affidavit

A completed Non-Collusion Affidavit has been included on the next page.

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the CEO & Co founder of Tiger Eye Engineering LLC, 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 8th day July, 2026 at Oakland, California.

Hamed Majidifard Hamed Majidifard
CONTRACTOR's Signer's Name

CEO & Co-founder
CONTRACTOR's Signer's Title

Tiger Eye Engineering
CONTRACTOR's Business Name

Contractor's Business Address:

312 24th St, 527 unit
Mailing Street Address

Oakland, CA, 94612
City, State, Zip Code

Davida Washington
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 23-1040-01
Expires August 15, 2027

State of Nevada
County of Clark

Signed and sworn to (or affirmed) before me on 07/08/2026 by Hamed Majidifard.

Notarized remotely using audio-video communication technology via Proof.

Notary Public, State of Nevada

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PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES
(City of Sierra Madre / Tiger Eye Engineering, LLC)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Sierra Madre, a California municipal corporation ("City"), and Tiger Eye Engineering, LLC ("Consultant").

2. RECITALS

2.1. City requires professional services for the Pavement Management Plan Update.

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise 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": The professional services set forth in Exhibit A are incorporated herein by this reference.

3.2. “Agreement Administrator”: The Agreement Administrator for this project is: Brian A Dickinson, Public Works Director. 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

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 Twenty-Five Thousand Dollars ($25,000).

3.5. "Commencement Date": September 14, 2026.

3.6. "Termination Date": June 30, 2028.

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 to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep 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, as amended by SB 1439. Consultant shall disclose any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent. Consultant shall provide a signed copy of the attached 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

Hamed Majidifard, PhD, PE shall be Consultant's project administrator and shall have direct responsibility for management 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 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.

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 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 provide a deposit or 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. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. 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 products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant 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 Consultant.

10. RELATIONSHIP OF PARTIES

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

10.2. **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.

10.3. **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 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.

10.4. **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.

11. INDEMNIFICATION

11.1. **Definitions.** For purposes of this Section 11, "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.

11.2. **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 arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

11.3. **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 active negligence or willful misconduct of the City.

11.4. **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. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.

11.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 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.

11.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

11.8. **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.

12. INSURANCE

12.1. **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.

12.2. **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:

- 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 project name:
- 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.

12.3. **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**:	
o General Aggregate:	$2,000,000
o Products Comp/Op Aggregate	$2,000,000
o Personal & Advertising Injury	$1,000,000
o Each Occurrence	$1,000,000

- Fire Damage (any one fire) $ 50,000
- Medical Expense (any 1 person) $ 5,000

- **Workers' Compensation**: o 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

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

12.4. **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.

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

12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, nonowned, and hired automobiles and, trucks.

12.7. **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.

12.8. **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.

12.9. **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 noncontributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. 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.

12.10. **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.

12.11. **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 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:, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024.

12.12. **Consultant's Insurance Primary.** The insurance 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.

12.13. **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.

12.14. **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.

12.15. **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.

12.16. **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.

13. MUTUAL COOPERATION

13.1. **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.

13.2. **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.

14. 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

City of Sierra Madre
Brian A. Dickinson
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Email: bdickinson@sierramadreca.gov

If to Consultant

Tiger Eye Engineering, LLC
Attn: Hamed Majidifard, PhD, PE
6206 Overbrook Ct.
Columbia, MO 65201
Telephone: (573) 424-3926
Email: info@tigereye-eng.com

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

15. 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.

16. TERMINATION

16.1. **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.

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

16.3. **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.

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

17. INTERPRETATION OF AGREEMENT

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

17.2. **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.

17.3. **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.

17.4. **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).

17.5. **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.

17.6. **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.

18. GENERAL PROVISIONS

18.1. **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.

18.2. **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 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.

18.3. **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.

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

18.5. **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.

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

18.7. **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.

18.8. **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.

18.9. **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.

18.10. **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.

18.11. **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.

18.12. **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.

18.13. **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.

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: Michael Bruckner

Title: City Manager

Date:

Attest:

Signature:

Printed: Laura Aguilar

Title: City Clerk

Date:

Approved as to Form:

Signature:

Printed: Aleks R. Giragosian

Title: City Attorney

Date:

"CONSULTANT"

Signature:

Printed: Hamed Majidifard, PhD, PE

Title: CEO & Co-Founder

Date:

EXHIBIT A

Scope of Services and Incorporated Documents

Incorporated Documents

The Scope of Services consists of: (1) the City of Sierra Madre Request for Proposals for the Pavement Management Plan Update, issued June 10, 2026; (2) Tiger Eye Engineering, LLC proposal dated July 8, 2026; and (3) Tiger Eye Engineering, LLC written clarification dated July 28, 2026.

Order of Precedence

In the event of a conflict, the documents control in the following order: this Agreement, the City RFP, the July 28, 2026 written clarification, and the Consultant proposal.

Contract-Specific Requirements

Consultant shall provide automated pavement distress data collection and analysis in accordance with ASTM D6433-24 for 100 percent of the City-maintained roadway network. The scope includes approximately three staff coordination meetings, approximately three public meetings, and twelve months of as-needed database support following completion of the final plan.

California Professional Engineer

Farzan Kazemi, PhD, PE, Atlas Technical Consultants, California Civil PE No. 96647, shall be responsible for California engineering review and for signing and sealing the final Pavement Management Plan report.

Compensation Control

The project is a fixed lump-sum, not-to-exceed assignment. Compensation will not be adjusted based on the final measured roadway mileage. No contingency is included.

EXHIBIT A
Scope of Services

SCOPE OF WORK

Introduction:

The City of Sierra Madre is seeking proposals from a qualified consultant to prepare an updated Pavement Management Plan (PMP) for the City's street network. The selected consultant shall provide all necessary professional services required to evaluate existing pavement conditions, update the City's pavement inventory database, and develop prioritized maintenance and rehabilitation recommendations to support the City's long-term roadway infrastructure planning efforts.

The updated PMP shall comply with applicable requirements and guidelines established by Los Angeles County Metropolitan Transportation Authority (Metro), California Department of Transportation (Caltrans), and the Federal Highway Administration (FHWA). Maintaining a current and compliant PMP is necessary for the City to remain eligible for various local, state, and federal transportation grant and funding opportunities.

Services may include, but are not limited to, field pavement condition assessments, pavement condition indexing, GIS database updates, lifecycle and cost analysis, preparation of maintenance and rehabilitation strategies, development of multi-year capital improvement recommendations, and preparation of a final PMP report suitable for agency review and funding applications.

Project Background:

The City's roadways consist of has approximately 12.2 miles of Arterial/Collector streets, consisting of approximately 2,168,199 SF of pavement and 109 pavement sections. The local network consists of approximately 24.2 section miles consisting of 3,737,662 SF of pavement.

The pavement conditions of the street network were last surveyed in 2023 and the overall condition of the City's pavement network was rated as "Good" with a weighted average PCI of 76.7. The City wishes to resurvey all the roadways for the upcoming 2026 Pavement Management Program update.

Project Scope:

The Scope of Work is intended as a guide only. The Proposer is advised to add any critical tasks or elements which may have been overlooked, or delete any extraneous tasks deemed not necessary to the success of the project:

Task 1.1 - Project Management and Administration

The Consultant shall monitor project progress and maintain project files. Other responsibilities include supervising and reviewing the inspection process and pavement report.

The Consultant shall attend approximately three meetings (project kickoff, 65% and 100%) with City staff to outline scope, process, expectations, staff experience, observations, review schedule, budget, project documents, project goals, format of deliverables and clarify responsibility of each party.

The Consultant shall coordinate sub-consultants (if any), review existing data to be provided by the City and complete any other administrative tasks associated with the project.

The project manager shall attend approximately three public meetings to present the report to the City Council.

Any necessary City permits will be issued at no cost to the Consultant.

Task 1.2 - Update Maintenance and Rehabilitation History

Review all maintenance and rehabilitation activities conducted by the City since the last PMP update. Update the City's database to include all street segments that have been rehabilitated since the last update.
City staff will provide the current database in MicroPAVER format and a list of streets improved since the last update.

The Consultant will provide 12 months of as-needed support services to maintain and update the PMP database as streets are maintained or rehabilitated.

Task 1.3 - Pavement Condition Surveys

Collect and record pavement distress data, as per ASTM D6433-24. The collected data shall be used in the analysis and determination of the pavement conditions following ASTM D6433-24 guidelines. The Consultant will be collecting the distress data of all City roads.

The pavement distress data shall be collected by Automated Pavement Distress Data Collection method; and a **minimum 25% sampling rate** is utilized.

Information for each segment shall include, but not be limited to: roadway classification, roadway width and length, pavement type, pavement condition and pavement condition index score, recommended rehabilitation or maintenance strategy and estimated cost.

Input pavement distress data into the City's database and calculate Pavement Condition Index (PCI) for each segment utilizing the latest version of MicroPAVER software. The Consultant shall keep a log of any discrepancies between the database information (i.e. dimensions, surface type, etc.) and actual field conditions and shall coordinate with City staff to correct the database as necessary. Corrections/changes to the database shall not be made without prior City staff approval.

Task 1.4 - Database Verification and Organization

Verify database information against City's database information to add, delete, and/or correct segments, as needed. Organize and re-label branches and segments in a more logical manner.

Task 1.5 - Budgetary Analysis

Forecast future PCI values for each segment and create budget scenarios for each network utilizing the latest version of MicroPAVER software. The Consultant shall coordinate with City staff to develop a 5-year maintenance and rehabilitation strategy (including but not limited to selecting segments, treatment type, costs, and year of implementation). The program shall have the ability to generate various cost estimates based on substituting different rehabilitation alternatives.

Task 1.6 - Final Report

The Consultant shall prepare a final Pavement Management Program report and any other required submittal items. The report shall include, without limitation, the methods, findings and recommendations of the Consultant, which shall be presented in a single comprehensive document which, should include findings generated as part of other tasks described herein. The Consultant will revise if needed.

General Requirements:

- All work shall be performed in conformance with the City, Metro, Caltrans, and the FHWA's policies, procedures and standards.
- The Consultant has total responsibility for the accuracy and completeness of all inspections performed and documents prepared. The documents furnished under the Agreement shall be of a quality acceptable to the City. The criteria for acceptance shall be a product of neat appearance, well organized, and technically and grammatically correct. The assumption of the number of review rounds is not allowed.
- The Consultant shall submit digitally the collected distress data forms, or video footage if collected by Automated Pavement Distress collection method.
- Include maps and other related information, such as street improvement timeline, as requested by City staff in final report.

Project Deliverables:

- Pavement Condition Program Report signed and sealed by a registered engineer.
- Update and provide the current MicroPAVER system database with GIS maps.
- Provide one (1) electronic version of the PMP report in Microsoft Excel format.
- Provide draft reports with maps.
- Development of a comprehensive final report with tables and figures to summarize the condition of the current street system, and recommended needs.

- The Report shall contain all collected pavement data, pavement condition, recommended maintenance activities, and estimated costs for current and future years. The Report must be signed by a registered engineer.
- Generate reports on an as-needed basis on a specific group, or area with needed treatment maps and estimate costs.
- Generate a 5-year rehabilitation plan and maintenance plan.
- Final PMP report in three (3) hard copies and one (1) digital file on USB Flash Drive (or equivalent).

Project Schedule and Milestones:

• Complete inspection and submit data for review	November 2026
• Submit Draft Pavement Management Report	January 2027
• City Review	February 2027
• Complete Final Pavement Report	March 2027

Exhibit B
Approved Fee Schedule

EXHIBIT B

Approved Fee Schedule

Task	Lump-Sum Amount
Task 1.1 - Project Management and Administration	$2,000
Task 1.2 - Update Maintenance and Rehabilitation History	$3,000
Task 1.3 - Pavement Condition Surveys	$10,000
Task 1.4 - Database Verification and Organization	$1,000
Task 1.5 - Budgetary Analysis	$7,000
Task 1.6 - Final Report	$2,000
TOTAL NOT TO EXCEED	$25,000

The above agreed lump-sum task amounts govern and reconcile the Consultant's fee schedule to the $25,000 Maximum Amount. The $25,000 Maximum Amount includes all labor, travel, equipment, data collection, data processing, database and GIS updates, meetings, reports, deliverables, hosting/support obligations, and incidental costs required by Exhibit A.

No work outside the Scope of Services and no compensation above $25,000 is authorized without prior written City approval and a written amendment to this Agreement.

CITY OF SIERRA MADRE
REQUEST FOR PROPOSALS (RFP)

Pavement Management Plan Update

Released by June 10, 2026
Questions: June 24, 2026

Proposal Due by July 8, 2026, on or before 2:00 p.m. **(Pacific Time)**

Scope of Service: The City of Sierra Madre Public Works Department is approximately 2.95 square miles. The City has approximately 12.2 miles of Arterial/Collector streets, consisting of approximately 2,168,199 SF of pavement and 109 pavement sections. The local network consists of approximately 24.2 section miles, consisting of 3,737,662 SF of pavement.

Scope of Work is provided in Exhibit A of Pavement Management Plan Update.
Navigate to the Documents Tab to download
(copy and paste from report)

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Introduction

1.1 Purpose

The City of Sierra Madre is requesting proposals from professional engineering consultants to prepare an updated Pavement Management Plan.
All proposals shall be submitted electronically through **PlanetBids** in accordance with Section 1.3 below.

1.2 Background

Incorporated in 1907, the City of Sierra Madre is one of the cities in the San Gabriel Valley region of Los Angeles County. The City encompasses approximately three square miles with a population of about eleven thousand residents. It is located northeast of Downtown Los Angeles at the base of the San Gabriel Mountains and is bordered by Arcadia, Pasadena, and the Angeles National Forest.

Interstate 210 is located about one mile south of the City limits. The absence of through arterials and the built-out development pattern have helped preserve Sierra Madre's small-town character. The downtown area, centered along Sierra Madre Boulevard and Baldwin Avenue, functions as the City's commercial and civic hub, home to restaurants, local businesses, Memorial Park, City Hall, and the Public Library.

1.3 Proposal Submittal Closing, Time, and Location

The City requires an electronic submittal of all proposals through PlanetBids. No paper copies, fax, or email submittals will be accepted. Proposals will not be received after the closing date and time indicated below. Late proposals will not be considered.

Submittal Closing: July 8, 2026, at 2:00 p.m. Pacific Time
Electronic Submittal Platform: www.planetbids.com/sierramadre

All questions and requests for clarification regarding this RFP must be submitted through the PlanetBids portal by the date and time specified in Section 1.4 (Inquiries).

1.4 Inquiries

All questions or requests for clarification regarding this Request for Proposals must be submitted in writing through the City's PlanetBids portal.

Questions must be received **no later than June 24, 2026, at 2:00 p.m. Pacific Time** to allow sufficient time for response before the proposal submission deadline. Responses to inquiries will be posted as addenda in the PlanetBids system.

Proposers are responsible for checking PlanetBids for any issued addenda prior to submitting their proposals.

Project Overview

The City of Sierra Madre is requesting proposals from professional engineering consultants prepare an updated Pavement Management Plan as per the Scope of Work in Exhibit A).

This RFP outlines the scope of services, proposal requirements, evaluation process, and submittal instructions.

Scope of Services

1. **Project Background and Objectives**

The City has approximately 12.2 miles of Arterial/Collector streets, consisting of approximately 2,168,199 SF of pavement and 109 pavement sections. The local network consists of approximately 24.2 section miles consisting of 3,737,662 SF of pavement.

2. **Detailed Scope of Services**

Task 1: Preparation of Pavement Management Plan Update

The City of Sierra Madre is seeking proposals from a qualified consultant to prepare an updated Pavement Management Plan (PMP) for the City's street network. The selected consultant shall provide all necessary professional services required to evaluate existing pavement conditions, update the City's pavement inventory database, and develop prioritized maintenance and rehabilitation recommendations to support the City's long-term roadway infrastructure planning efforts.

The updated PMP shall comply with applicable requirements and guidelines established by Los Angeles County Metropolitan Transportation Authority (Metro), California Department of Transportation (Caltrans), and the Federal Highway Administration (FHWA). Maintaining a current and compliant PMP is necessary for the City to remain eligible for various local, state, and federal transportation grant and funding opportunities.

Services may include, but are not limited to, field pavement condition assessments, pavement condition indexing, GIS database updates, lifecycle and cost analysis, preparation of maintenance and rehabilitation strategies, development of multi-year capital improvement recommendations, and preparation of a final PMP report suitable for agency review and funding applications.

Qualifications and Experience

Proposers shall demonstrate:

- Experience with Pavement Management Plan studies
- Qualifications of key personnel including a project manager with Pavement Management Analysis.
- Successful delivery of comparable work for California municipal clients

Proposal Requirements

Organize proposals in the order below.

A. Cover Letter signed by an authorized officer.
B. Overview and Approach that describes methods, tools, and coordination.
C. Company Profile including years in business, services, and office location that will lead the work.
D. Qualifications of Personnel with roles, resumes, and level of effort.
E. Past Experience with similar municipal projects and references.
F. Current Projects of similar scope.
G. References with contact information and scope summaries.
H. Project Schedule.
I. Cost Proposal with task based budget, hours by staff, and rate schedule. Include all incidental costs.
J. Certificate of Insurance statement of willingness and ability to meet City requirements.
K. Conflicts of Interest disclosure.

Request for Proposal Schedule

Request for Proposal Issued	June 10, 2026
Proposal Questions due	June 24, 2026
Deadline to Submit Proposal	July 8, 2026
Staff Review	July 9 - 16, 2026
City Council Award	August 25, 2026
Tentative Kick-off Meeting	September 14, 2026

Project Timeline

Complete inspection and submit data for review	November 2026
Submit Draft Pavement Management Report	January 2027
City Review	February 2027
Complete Final Pavement Report	March 2027

Submission of Proposal

- Proposals must be submitted electronically through the City's PlanetBids portal no later than July 8, 2026 at 2:00 p.m. Pacific Time.
  Paper, fax, or email submissions will **not** be accepted.
- Each proposer shall upload one (1) digital PDF labeled:
  "Proposal – Sierra Madre Pavement Management Plan Update"
- Proposals must remain valid for **ninety (90) days** from the submission date. Late submissions will not be accepted.

General conditions

A. Joint Offers. The City intends to contract with a single prime firm. Subconsultants may be included.
B. Proposal Preparation Costs. The City is not liable for costs incurred in proposal preparation.

C. Reservation of Rights. The City may reject any or all proposals, waive informalities, request clarifications, negotiate terms, issue addenda, or cancel the RFP.
D. Acceptance of Conditions. By submitting a proposal, the proposer agrees proposals are valid for one hundred eighty days and acknowledges the City rights in this section.
E. Proposal Inclusions. Submit complete proposals that address all requirements.
F. Withdrawal of Proposal. Proposers may withdraw by written request prior to the due date and time.
G. Independent Contractor. The selected firm will act as an independent contractor.
H. Payment Terms. Payment will be made per the Agreement upon review of invoices for satisfactory work.
I. Insurance and Indemnification. The selected firm must meet City insurance and indemnification requirements prior to contract award.
J. Proof of Authority. Corporate proposers must provide proof of signing authority.
K. Patents and Copyright. Include all related fees in the price. Work products become City property upon completion of each task.
L. Taxes. Prices shall include all applicable taxes.
M. Public Record. Proposals are public records upon award except for properly identified proprietary information. Proposers who claim exemptions agree to defend and indemnify the City regarding non-disclosure.
N. Business License. The selected firm and subconsultants must obtain a City business license prior to commencing work.
O. Equal Opportunity. Proposers shall comply with equal opportunity policies.
P. Non Collusion Affidavit. Provide a signed and notarized affidavit pursuant to Public Contract Code Section 7106.
Q. Instructions and Questions. Submit questions in writing to the Contact for Questions.
R. Responses may be shared with all proposers.

Selection Process

The City may interview firms. Selection will be based on qualifications, understanding of the scope, approach, team experience, references, schedule, and cost reasonableness. Award will be made to the firm that provides the best overall value to the City in the City's discretion. Services will be provided under the City's Professional Services Agreement.

Online References

Consultants should review the City website at sierramadreca.gov for relevant plans, codes, and background documents.

Deadline for Submittal

- All proposals must be submitted **electronically through the City's PlanetBids portal** no later than **July 8, 2026, at 2:00 p.m. Pacific Time**.
  Paper, fax, or email submissions will **not** be accepted. Late submittals will not be considered.
- Each proposer shall upload **one** (1) digital PDF labeled:
  "Proposal – Sierra Madre Pavement Management Plan Update."
- All questions regarding this Request for Proposals must be submitted through the PlanetBids portal by **June 24, 2026, at 2:00 p.m. Pacific Time** in accordance with Section 1.4 of this RFP.

General Provisions - Terms and Conditions

A. Joint Offers.

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. Should any staff person or subcontractor perform unsatisfactorily, they shall be subject to removal from the project at the discretion of the City of Sierra Madre. The City intends to contract with a single firm, not multiple firms doing business as a joint venture. Please describe how the consultant plans to ensure continuity during the phasing of this project.

B. Proposal Preparation Costs.

The City is not, nor shall be deemed, liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals.

C. Reservations of Rights.

This RFP does not commit or obligate the City to accept or execute an agreement for any expressed or implied service. The City reserves the right to:

- Reject any and all proposals received.
- Take all proposals under advisement for up to ninety (90) days after opening.
- Waive any informality on any proposal.
- Be the sole judge of the relative merits of the material mentioned in the respective proposals received.
- Request any firm/individual submitting a proposal to clarify its proposal during the selection phase.
- Negotiate a final agreement and price with the successful firm providing the best overall value to the City as determined in the City's sole and absolute discretion.
- Modify or alter any requirements herein, and issue addenda or amendments to this RFP.
- Terminate this RFP process at any time.

D. Acceptance of Conditions.

It is the Proposer's responsibility to examine the scope of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Proposers shall have no claim against the City based upon ignorance of the nature and requirements of the services provided, misapprehension of the work environment, or misunderstanding of the specification or agreement provisions. By submitting a proposal, each Proposer expressly agrees to and accepts the following conditions:

- Proposal and cost schedules shall be valid, and binding for one hundred eighty (180) days following the proposal due date and will become part of the Agreement that is negotiated with the City.
- The City may require whatever evidence is deemed necessary relative to the Proposer's financial stability and ability to perform these services.
- The City reserves the right to request further information from the Proposer, either in writing or orally, to establish any stated qualifications.
- The City reserves the right to solely judge the Proposer's representations, and to solely determine whether the Proposer is qualified to undertake these services pursuant to the criteria set forth herein.

- The Proposer, by submitting a proposal, expressly acknowledges and agrees that the judgment of the City as to whether or not the Proposer is qualified to perform these services shall be binding, final and conclusive.
- Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless and until an agreement is reached.

E. Proposal Inclusions.

The Request for Proposals documents shall be submitted in their entirety, with all applicable portions fully completed by the Proposer. All Proposers are encouraged to review and confirm that their proposal includes and specifically addresses all of the proposal requirements prior to submitting as outlined elsewhere in this document.

F. Withdrawal of Proposal Before Closing.

Any Proposer may request the withdrawal of their submitted proposal by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw any proposal, the City will consider the proposal null and void, and return the proposal to the Proposer. Withdrawal of proposal will not impact Proposer's resubmittal for this or any future proposal(s).

G. Independent Contractor.

The firm will, at all times, be an independent contractor pursuant to the contract, and shall not, in any way, be considered to be an officer, agent, or employee of the City of Sierra Madre.

H. Payment Terms.

Payments are generally made based upon the review of invoices prepared by the firm for work completed to the satisfaction of the City within thirty (30) days of the submitted invoice. All payments will be made in accordance with the contract.

I. Insurance and Indemnification.

The Agreement between the City and the selected firm will contain the City's standard insurance and indemnification language for agreements of this type. Proof of insurance is not required to be submitted with your proposal, but will be required prior to the City's award of the contract.

J. Proof of Authority.

If the firm is a corporation, formal proof of the authority of the officer signing the bidder's proposal to bind the corporation must be submitted with the proposal. A simple letter is not sufficient. A copy of the corporation resolution or minutes is adequate proof.

K. Taxes.

Price bid shall include all federal, state, local, and other taxes.

L. City's Obligation to Award a Contract.

Issuance of this RFP and receipt of proposals does not commit the City of Sierra Madre to award a contract. The City reserves the right to postpone the review of the proposal for its own convenience, or to accept or reject any or all proposals received in response to the RFP. The City, in conjunction with the selection committee, reserves the right to negotiate with more than one firm should negotiations with the selected firm be terminated, to negotiate with more than one firm simultaneously, or to cancel all or part of the RFP.

M. Public Record.

Be advised that all information contained in proposals submitted in response to this solicitation shall become a matter of public record upon contract award, and made available upon request, unless otherwise marked. The Proposer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information the Proposer claims are exempt from disclosure pursuant to the California Public Records Act.

The Proposer who claims such an exemption must also state in the proposal that: "The Proposer agrees to indemnify and hold harmless the City and its officers, employees, and agents from any claims, liability, or damages against the City and to defend any actions brought against the City for its refusal to disclose such material, trade secrets, or other proprietary information to any party."

N. Business License.

The professional provider, and any sub-consultant(s), shall obtain a valid City of Sierra Madre Business License on or before their commencement of work.

O. Equal Opportunity.

The City of Sierra Madre requires all Proposers to comply with equal opportunity policies.

P. Non-Collusion Affidavit.

All proposals must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract Code

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

1. IDENTIFICATION

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

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant:

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise 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 proposal to City dated and attached hereto as Exhibit A and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is: Brian A Dickinson, Public Works Director. 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

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
Dollars ($).

3.5. "Commencement Date": .

3.6. "Termination Date": .

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 to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep 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, as amended by SB 1439. Consultant shall disclose any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent. Consultant shall provide a signed copy of the attached 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.
shall be Consultant's project administrator and shall have direct responsibility for management 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 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.

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 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 provide a deposit or 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. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. 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 products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant 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 Consultant.

10. RELATIONSHIP OF PARTIES

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

10.2. **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.

10.3. **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 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.

10.4. **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.

11. INDEMNIFICATION

11.1. **Definitions.** For purposes of this Section 11, "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.

11.2. **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 arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

11.3. **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 active negligence or willful misconduct of the City.

11.4. **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. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.

11.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 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.

11.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

11.8. **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.

12. INSURANCE

12.1. **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.

12.2. **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:

- 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 project name:
- 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.

12.3. **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

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

12.4. **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.

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

12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, nonowned, and hired automobiles and, trucks.

12.7. **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.

12.8. **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.

12.9. **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 noncontributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. 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.

12.10. **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.

12.11. **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 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:, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024.

12.12. **Consultant's Insurance Primary.** The insurance 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.

12.13. **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.

12.14. **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.

12.15. **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.

12.16. **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.

13. MUTUAL COOPERATION

13.1. **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.

13.2. **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.

14. 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

City of Sierra Madre
Brian A Dickinson
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Email:

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

If to Consultant

15. 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.

16. TERMINATION

16.1. **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.

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

16.3. **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.

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

17. INTERPRETATION OF AGREEMENT

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

17.2. **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.

17.3. **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.

17.4. **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).

17.5. **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.

17.6. **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.

18. GENERAL PROVISIONS

18.1. **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.

18.2. **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 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.

18.3. **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.

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

18.5. **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.

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

18.7. **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.

18.8. **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.

18.9. **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.

18.10. **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.

18.11. **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.

18.12. **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.

18.13. **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.

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"

Authorized Signatories:

Signature:

Printed:

Title:

Date:

Signature:

Printed:

Title:

Date:

Attest:

Signature:

Printed:

Title: City Clerk

Date:

Approved as to Form:

Signature:

Printed:

Title: City Attorney

Date:

EXHIBIT A
Scope of Services

SCOPE OF WORK

Introduction:

The City of Sierra Madre is seeking proposals from a qualified consultant to prepare an updated Pavement Management Plan (PMP) for the City's street network. The selected consultant shall provide all necessary professional services required to evaluate existing pavement conditions, update the City's pavement inventory database, and develop prioritized maintenance and rehabilitation recommendations to support the City's long-term roadway infrastructure planning efforts.

The updated PMP shall comply with applicable requirements and guidelines established by Los Angeles County Metropolitan Transportation Authority (Metro), California Department of Transportation (Caltrans), and the Federal Highway Administration (FHWA). Maintaining a current and compliant PMP is necessary for the City to remain eligible for various local, state, and federal transportation grant and funding opportunities.

Services may include, but are not limited to, field pavement condition assessments, pavement condition indexing, GIS database updates, lifecycle and cost analysis, preparation of maintenance and rehabilitation strategies, development of multi-year capital improvement recommendations, and preparation of a final PMP report suitable for agency review and funding applications.

Project Background:

The City's roadways consist of has approximately 12.2 miles of Arterial/Collector streets, consisting of approximately 2,168,199 SF of pavement and 109 pavement sections. The local network consists of approximately 24.2 section miles consisting of 3,737,662 SF of pavement.

The pavement conditions of the street network were last surveyed in 2023 and the overall condition of the City's pavement network was rated as "Good" with a weighted average PCI of 76.7. The City wishes to resurvey all the roadways for the upcoming 2026 Pavement Management Program update.

Project Scope:

The Scope of Work is intended as a guide only. The Proposer is advised to add any critical tasks or elements which may have been overlooked, or delete any extraneous tasks deemed not necessary to the success of the project:

Task 1.1 - Project Management and Administration

The Consultant shall monitor project progress and maintain project files. Other responsibilities include supervising and reviewing the inspection process and pavement report.

The Consultant shall attend approximately three meetings (project kickoff, 65% and 100%) with City staff to outline scope, process, expectations, staff experience, observations, review schedule, budget, project documents, project goals, format of deliverables and clarify responsibility of each party.

The Consultant shall coordinate sub-consultants (if any), review existing data to be provided by the City and complete any other administrative tasks associated with the project.

The project manager shall attend approximately three public meetings to present the report to the City Council.

Any necessary City permits will be issued at no cost to the Consultant.

Task 1.2 - Update Maintenance and Rehabilitation History

Review all maintenance and rehabilitation activities conducted by the City since the last PMP update. Update the City's database to include all street segments that have been rehabilitated since the last update.
City staff will provide the current database in MicroPAVER format and a list of streets improved since the last update.

The Consultant will provide 12 months of as-needed support services to maintain and update the PMP database as streets are maintained or rehabilitated.

Task 1.3 - Pavement Condition Surveys

Collect and record pavement distress data, as per ASTM D6433-24. The collected data shall be used in the analysis and determination of the pavement conditions following ASTM D6433-24 guidelines. The Consultant will be collecting the distress data of all City roads.

The pavement distress data shall be collected by Automated Pavement Distress Data Collection method; and a **minimum 25% sampling rate** is utilized.

Information for each segment shall include, but not be limited to: roadway classification, roadway width and length, pavement type, pavement condition and pavement condition index score, recommended rehabilitation or maintenance strategy and estimated cost.

Input pavement distress data into the City's database and calculate Pavement Condition Index (PCI) for each segment utilizing the latest version of MicroPAVER software. The Consultant shall keep a log of any discrepancies between the database information (i.e. dimensions, surface type, etc.) and actual field conditions and shall coordinate with City staff to correct the database as necessary. Corrections/changes to the database shall not be made without prior City staff approval.

Task 1.4 - Database Verification and Organization

Verify database information against City's database information to add, delete, and/or correct segments, as needed. Organize and re-label branches and segments in a more logical manner.

Task 1.5 - Budgetary Analysis

Forecast future PCI values for each segment and create budget scenarios for each network utilizing the latest version of MicroPAVER software. The Consultant shall coordinate with City staff to develop a 5-year maintenance and rehabilitation strategy (including but not limited to selecting segments, treatment type, costs, and year of implementation). The program shall have the ability to generate various cost estimates based on substituting different rehabilitation alternatives.

Task 1.6 - Final Report

The Consultant shall prepare a final Pavement Management Program report and any other required submittal items. The report shall include, without limitation, the methods, findings and recommendations of the Consultant, which shall be presented in a single comprehensive document which, should include findings generated as part of other tasks described herein. The Consultant will revise if needed.

General Requirements:

- All work shall be performed in conformance with the City, Metro, Caltrans, and the FHWA's policies, procedures and standards.
- The Consultant has total responsibility for the accuracy and completeness of all inspections performed and documents prepared. The documents furnished under the Agreement shall be of a quality acceptable to the City. The criteria for acceptance shall be a product of neat appearance, well organized, and technically and grammatically correct. The assumption of the number of review rounds is not allowed.
- The Consultant shall submit digitally the collected distress data forms, or video footage if collected by Automated Pavement Distress collection method.
- Include maps and other related information, such as street improvement timeline, as requested by City staff in final report.

Project Deliverables:

- Pavement Condition Program Report signed and sealed by a registered engineer.
- Update and provide the current MicroPAVER system database with GIS maps.
- Provide one (1) electronic version of the PMP report in Microsoft Excel format.
- Provide draft reports with maps.
- Development of a comprehensive final report with tables and figures to summarize the condition of the current street system, and recommended needs.

- The Report shall contain all collected pavement data, pavement condition, recommended maintenance activities, and estimated costs for current and future years. The Report must be signed by a registered engineer.
- Generate reports on an as-needed basis on a specific group, or area with needed treatment maps and estimate costs.
- Generate a 5-year rehabilitation plan and maintenance plan.
- Final PMP report in three (3) hard copies and one (1) digital file on USB Flash Drive (or equivalent).

Project Schedule and Milestones:

• Complete inspection and submit data for review	November 2026
• Submit Draft Pavement Management Report	January 2027
• City Review	February 2027
• Complete Final Pavement Report	March 2027

Exhibit B
Approved Fee Schedule

CITY OF
SIERRA
MADRE

STAFF REPORT

PUBLIC WORKS SERVICES

DATE:	August 25, 2026
TO:	Honorable Mayor and City Council
FROM:	Brian Dickinson, Director of Public Works By: Eric Lozick, Management Analyst
SUBJECT:	**Construction Contract for the Pressure-Regulating Valve Replacement Project, CIP No. WS-27002, to J.A. Salazar Construction & Supply Corporation in an Amount Not to Exceed $198,958 and Adoption of Resolution No. 26-83 Reallocating $98,958 in Water Enterprise Fund Capital Improvement Program Appropriations**

RECOMMENDATION

It is recommended that the City Council:

1. Award a construction contract to J.A. Salazar Construction & Supply Corporation for the Pressure-Regulating Valve Replacement Project, CIP No. WS-27002, in an amount not to exceed $198,958 for the base bid work, contingent on the contractor furnishing the required bonds, insurance, and executed contract documents.
2. Adopt Resolution No. 26-83 amending the adopted Fiscal Year 2026-27 Water Enterprise Fund Capital Improvement Program budget to reallocate $98,958 from the Carter Avenue Widening / West Carter Avenue Pipeline Project, Tyler Project No. WT2601, within the Water Main Replacement Project, CIP No. WS-26001, to the Pressure Regulating Valve Upgrades project, CIP No. WS-27002, increasing the project appropriation from $100,000 to $198,958.

SUMMARY

The adopted Fiscal Year 2026-27 Capital Improvement Program includes the Pressure Regulating Valve Upgrades project, CIP No. WS-27002, with $100,000 in construction funding from the Water Enterprise Fund. The construction work is being procured as the Pressure-Regulating Valve Replacement Project and will replace aging pressure-control equipment at 677 Brookside Lane, 125 East Carter Avenue at Mira Monte Avenue, and 696 Woodland Drive.

The City advertised the project on July 15, 2026, and conducted a mandatory pre-bid job walk on July 21, 2026. Five prospective contractors attended the job walk, and the City received two bids by the August 12, 2026 deadline. J.A. Salazar Construction & Supply Corporation submitted a base bid of $198,958, plus $15,000 for the optional Brookside utility-vault replacement, for a total bid of $213,958. Big Ben, Inc. submitted a base bid of $262,500, plus $47,500 for the optional vault replacement, for a total bid of $310,000.

Both base bids exceeded the adopted $100,000 appropriation. Award of J.A. Salazar's base bid requires $98,958 in additional project appropriation authority. Staff evaluated the option of rejecting all bids and rebidding the project and does not recommend it, for the reasons discussed below.

Staff recommends reallocating $98,958 in existing Water Enterprise Fund Capital Improvement Program appropriation from the Carter Avenue Widening / West Carter Avenue Pipeline Project, Tyler Project No. WT2601. That project was appropriated $400,000 and was awarded at a construction contract amount of $294,070, leaving $105,930 in uncommitted appropriation confirmed by the Administrative Services Department. The reallocation would fully fund the $198,958 base bid and leave $6,972 available within CIP No. WS-27002 for unforeseen conditions. No appropriation from Water Enterprise Fund balance is required, and total Water Enterprise Fund appropriations do not increase.

The $15,000 replacement of the existing Brookside utility vault was solicited as optional bid work. The existing vault remains serviceable, and its replacement is not required in order to install the new pressure-regulating valves and isolation valves. Staff therefore does not recommend awarding the optional work and will continue to monitor the vault's condition.

DISCUSSION & ANALYSIS

Pressure-regulating valves control pressure between water-service zones and protect water mains, appurtenances, and customer connections from excessive pressure and pressure surges. The equipment identified for replacement has reached the end of its useful service life. Renewing these stations will improve pressure control, reduce the likelihood of failures, and support reliable water service.

At Brookside, the required work replaces the existing 6-inch primary PRV and 2-inch low-flow PRV, installs two new 2-inch isolation valves at the existing vault, and replaces a leaking normally closed 2-inch isolation valve on Lower Brookside Lane. The bid also includes a $15,000 optional demolition and replacement of the existing Brookside utility vault. The existing vault does not require replacement to complete the planned PRV improvements, and staff does not recommend including that optional work in the contract award. At Carter and Mira Monte, the project replaces the existing 10-inch PRV, installs a 2-inch low-flow assembly and new isolation valves, and replaces approximately 20 feet of 10-inch pipeline with a history of repairs. At Woodland, the project replaces the existing 4-inch primary PRV while retaining the recently repaired 2-inch low-flow PRV and existing isolation valves.

The Request for Bids requires a Class A contractor, a 10 percent bid bond, 100 percent payment and performance bonds, Department of Industrial Relations registration, prevailing-wage compliance, and completion within 45 working days after the Notice to Proceed. Staff reviewed both bids for completeness, responsiveness, qualifications, and compliance with the solicitation. Staff verified that J.A. Salazar Construction & Supply Corporation holds an active Class A license, is registered with the Department of Industrial Relations, submitted the required bid bond and subcontractor list, and has satisfactorily completed comparable public water system work for other agencies. No bid protest was received. J.A. Salazar was the lowest responsive and responsible bidder. Contract execution remains subject to receipt and approval of the required bonds and insurance.

BID RESULTS

Bidder	Base Work	Total Bid
J.A. Salazar Construction & Supply Corporation	$198,958	$213,958
Big Ben, Inc.	$262,500	$310,000

Note: Total bids include the optional Brookside utility-vault work: $15,000 for J.A. Salazar and $47,500 for Big Ben. The optional vault work is not included in the recommended award.

J.A. Salazar's base bid is $63,542, or approximately 24 percent lower than Big Ben's base bid. The contract documents provide 45 working days from the Notice to Proceed. The schedule remains consistent with the Capital Improvement Program completion target of June 30, 2027, provided the contractor timely submits the agreement, bonds, insurance, and required submittals.

Bids Relative to the Adopted Budget. The $100,000 adopted appropriation was a planning-level estimate prepared during development of the Fiscal Year 2026-27 Capital Improvement Program and was not based on a final engineer's estimate of the bid-ready scope. The bid-ready base scope is broader than the amount assumed at budget adoption. It includes replacement of the leaking isolation valve on Lower Brookside Lane, the 2-inch low-flow assembly and new isolation valves at Carter and Mira Monte, and approximately 20 feet of 10-inch pipeline replacement. Current market conditions for specialized valve installation, confined-space entry, traffic control, and prevailing-wage crews also exceed the unit costs assumed at budget adoption.

Optional Brookside Utility-Vault Replacement. The solicitation separately identified demolition and replacement of the existing Brookside utility vault as optional bid work so that the City could evaluate the cost before committing to it. J.A. Salazar priced that work at $15,000 and Big Ben priced it at $47,500. The existing vault remains serviceable and does not require replacement in order to install and operate the new pressure-regulating valves and isolation valves. Staff does not recommend awarding the optional work at this time and will continue to monitor the condition of the vault. Should replacement become necessary, staff would return to the City Council with a funding recommendation.

Rejection and Rebid. The City Council may reject all bids and direct staff to rebid the project. Staff does not recommend that course. Both base bids substantially exceed the adopted appropriation, which indicates that the pricing reflects the market rather than an outlier, and provides no basis to expect that rebidding would produce pricing within the adopted budget. Rebidding would delay construction by an estimated two months, would not avoid escalation, and would leave the existing equipment, including the leaking isolation valve on Lower Brookside Lane, in service longer.

Source of the Proposed Reallocation. The Carter Avenue Widening / West Carter Avenue Pipeline Project, Tyler Project No. WT2601, is a component of the Water Main Replacement Project, CIP No. WS-26001. The adopted Fiscal Year 2026-27 appropriation for WT2601 is $400,000 for installation of a new water main in West Carter Avenue. The construction contract for that work was awarded at $294,070, which is below the amount assumed at budget adoption. The Finance Department has confirmed that no other encumbrances or expenditures are recorded against the project, leaving $105,930 uncommitted. That balance is not needed to complete the awarded Carter Avenue scope of work. Reallocating it to CIP No. WS-27002 leaves the full awarded contract amount in place for WT2601 and does not reduce or defer any portion of the Carter Avenue scope.

STRATEGIC PLAN RELATIONSHIP

The recommended action supports the City's Strategic Plan goal OS 2.1: Create a Sustainable Capital Improvement Plan by implementing an adopted water-system capital project that addresses aging infrastructure.

ENVIRONMENTAL ANALYSIS

CEQA Project, exempt under: 14 CCR 15061(b)(2)- categorical exemption. The project is exempt under 14 CCR 15301(d) because it involves the restoration or rehabilitation of deteriorated structures, facilities, or equipment to meet current standards of public health and safety.

FISCAL IMPACT

The adopted Fiscal Year 2026-27 Capital Improvement Program includes $100,000 for the Pressure Regulating Valve Upgrades project, CIP No. WS-27002, in Water Enterprise Fund GL Account No. 71000.81100.56011. The recommended construction contract is $198,958. Staff recommends reallocating $98,958 from the existing appropriation for the Carter Avenue Widening / West Carter Avenue Pipeline Project, Tyler Project No. WT2601, increasing the available appropriation for CIP No. WS-27002 to $198,958.

The status of the Carter Avenue project appropriation is shown below. Finance has confirmed that the full $105,930 balance shown as uncommitted is available. The proposed $98,958 reallocation does not increase total Water Enterprise Fund appropriations and does not require an appropriation from Water Enterprise Fund balance.

Carter Avenue Widening / West Carter Avenue Pipeline Project (WT2601)	
Adopted FY 2026-27 appropriation	$400,000
Less awarded construction contract	($294,070)
Less other encumbrances and expenditures to date	$0
Available uncommitted appropriation	$105,930
Less proposed reallocation to CIP No. WS-27002	($98,958)
Uncommitted appropriation remaining after reallocation	$6,972
Appropriation remaining for the awarded construction contract	$294,070

The resulting appropriation for the Pressure Regulating Valve Upgrades project, CIP No. WS-27002, is shown below.

Pressure Regulating Valve Upgrades (CIP No. WS-27002)	
Adopted FY 2026-27 appropriation	$100,000
Proposed reallocation from WT2601	$98,958
Total project appropriation	$198,958
Less recommended construction contract	($198,958)
Uncommitted project appropriation remaining	$0

Both projects are budgeted within Water Enterprise Fund GL Account No. 71000.81100.56011. The $98,958 reallocation is a project-level transfer within that account and does not change total Water Enterprise Fund appropriations. Following the reallocation and $198,958 contract award, CIP No. WS-27002 will be fully funded for the recommended contract and WT2601 will retain $6,972 in uncommitted appropriation.

Approved by:

Mike

_____

Michael Bruckner
City Manager

Attachments

1. Resolution-26-83-PRV.pdf
2. RFB - Pressure Regulating Valves Replacement Project.pdf
3. LINE ITEM - Pressure Regulating Valves Replacement Project.pdf
4. J.A. Salazar Construction & Supply Corp. - Bid Scan.pdf

RESOLUTION NO. 26-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, AWARDING A CONSTRUCTION CONTRACT FOR THE PRESSURE-REGULATING VALVE REPLACEMENT PROJECT, CIP NO. WS-27002, TO J.A. SALAZAR CONSTRUCTION & SUPPLY CORPORATION AND REALLOCATING WATER ENTERPRISE FUND CAPITAL IMPROVEMENT PROGRAM APPROPRIATIONS

RECITALS

WHEREAS, the adopted Fiscal Year 2026-27 Capital Improvement Program includes $100,000 for the Pressure Regulating Valve Upgrades project, CIP No. WS-27002, which is being procured as the Pressure-Regulating Valve Replacement Project, and includes the Carter Avenue Widening / West Carter Avenue Pipeline Project, Tyler Project No. WT2601, as a component of the Water Main Replacement Project, CIP No. WS-26001, each funded by the Water Enterprise Fund;

WHEREAS, the Pressure-Regulating Valve Replacement Project will replace aging pressure-control equipment at 677 Brookside Lane, 125 East Carter Avenue at Mira Monte Avenue, and 696 Woodland Drive, and the work at Carter Avenue is associated with the Carter Avenue Widening / West Carter Avenue Pipeline Project, Tyler Project No. WT2601, within the Water Main Replacement Project, CIP No. WS-26001;

WHEREAS, the City advertised the project for competitive bids on July 15, 2026, conducted a mandatory pre-bid job walk on July 21, 2026, and received two bids by the August 12, 2026 deadline, in accordance with the City's purchasing and contracting policies;

WHEREAS, J.A. Salazar Construction & Supply Corporation submitted a base bid of $198,958 and an optional bid of $15,000 for demolition and replacement of the existing Brookside utility vault, for a total bid of $213,958, and Big Ben, Inc. submitted a base bid of $262,500 and an optional bid of $47,500 for the same optional work, for a total bid of $310,000;

WHEREAS, staff reviewed the bids for responsiveness and verified the low bidder's contractor license, Department of Industrial Relations registration, bid security, and qualifications, and determined that J.A. Salazar Construction & Supply Corporation is the lowest responsive and responsible bidder;

WHEREAS, the demolition and replacement of the existing Brookside utility vault was solicited as optional bid work, the existing vault remains serviceable and its replacement is not required in order to install and operate the new pressure-regulating valves and isolation valves, and staff has recommended that the optional work not be awarded at this time;

WHEREAS, both base bids exceed the $100,000 appropriation adopted for the project, the City Council has considered the alternative of rejecting all bids and rebidding the project and has determined that awarding the base bid at this time best serves the public interest, and the award requires $98,958 in additional project appropriation authority;

WHEREAS, the Carter Avenue Widening / West Carter Avenue Pipeline Project, Tyler Project No. WT2601, within the Water Main Replacement Project, CIP No. WS-26001, has an adopted Fiscal Year 2026-27 appropriation of $400,000 and an awarded construction contract amount of $294,070, and the Administrative Services Department has confirmed that no other encumbrances or expenditures are recorded against that appropriation, resulting in $105,930 in uncommitted appropriation available for reallocation without reducing or deferring the awarded Carter Avenue scope of work; and

WHEREAS, the City Council desires to reallocate $98,958 from Tyler Project No. WT2601 to CIP No. WS-27002, increasing the appropriation for CIP No. WS-27002 from $100,000 to $198,958 and leaving $6,972 in uncommitted appropriation with Tyler Project No. WT2601, without increasing total Water Enterprise Fund appropriations and without any use of Water Enterprise Fund balance.

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

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

SECTION 2. Award of Contract. The City Council awards a construction contract for the Pressure-Regulating Valve Replacement Project, CIP No. WS-27002, to J.A. Salazar Construction & Supply Corporation in an amount not to exceed $198,958 for the base bid work, subject to the contractor furnishing all required payment and performance bonds, insurance, and executed contract documents in forms acceptable to the City Attorney. The $15,000 optional Brookside utility-vault replacement is not included in the contract award authorized by this Resolution. If the contractor fails to furnish the required documents within the time specified in the contract documents, the City Manager is authorized to declare the bid security forfeited to the extent permitted by law and to return the matter to the City Council for further direction.

SECTION 3. Reallocation. The City Council hereby reallocates $98,958 in adopted Fiscal Year 2026-27 Water Enterprise Fund Capital Improvement Program appropriations from the Carter Avenue Widening / West Carter Avenue Pipeline Project, Tyler Project No. WT2601, within the Water Main Replacement Project, CIP No. WS-26001, to the Pressure Regulating Valve Upgrades project, CIP No. WS-27002. Combined with the existing $100,000 appropriation, the revised appropriation for CIP No. WS-27002 is $198,958, and the revised appropriation for Tyler Project No. WT2601 is $301,042. The appropriation shall be recorded in Water Enterprise Fund Account No. 71000.81100.56011. This action reallocates existing Water Enterprise Fund Capital Improvement Program appropriations, does not increase total Water Enterprise Fund appropriations, and does not require the use of Water Enterprise Fund balance.

SECTION 4. Authorization. The City Manager is authorized to execute the construction contract, in a form approved by the City Attorney, and all documents necessary to implement the project. The City Manager may approve contract changes consistent with the City's purchasing and contracting policies, provided that total expenditures for CIP No. WS-27002 do not exceed the $198,958 appropriated by the City Council in Section 3 of this Resolution. The $15,000 optional Brookside utility-vault replacement is not authorized by this Resolution. No construction contingency is appropriated by this Resolution, and any expenditure exceeding the available project appropriation requires prior City Council approval.

SECTION 5. Implementation. The Administrative Services Director is authorized and directed to amend the Fiscal Year 2026-27 budget, to establish a project number for CIP No. WS-27002 in the City's financial system, and to make all accounting entries and project-level transfers necessary to implement the reallocation approved in Section 3 of this Resolution.

SECTION 6. CEQA. The City Council finds that the Pressure-Regulating Valve Replacement Project is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15302(c), Class 2, Replacement or Reconstruction, because the project replaces existing utility facilities at substantially the same locations for substantially the same purpose with negligible or no expansion of capacity, and no exception under CEQA Guidelines Section 15300.2 applies. Staff is directed to file a Notice of Exemption with the Los Angeles County Clerk.

SECTION 7. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution 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 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 8. 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 9. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 25th day of August, 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 25th day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Laura Aguilar, City Clerk

Approved as to form:

_____

Aleks Giragosian, City Attorney

CITY OF SIERRA MADRE
REQUEST FOR BIDS

Request for Bids

Pressure Regulating Valves Replacement Project

Released by July 15, 2026

Mandatory Pre-Bid Meeting July 21, 2026 1:30 pm

621 E. Sierra Madre Blvd. Sierra Madre, CA 91024

Questions: July 29, 2026

Due by August 12, 2026 (on or before 2:00 p.m. (Pacific Time)

Bonds:

Bid Bond - 10% **(add required Percent)**

Payment Bond - 100% **(add required Percent)**

Performance Bond - 100% **(add required Percent)**

Scope of Service: The Project consists of furnishing all labor, materials, equipment, tools, transportation, traffic control, and incidentals necessary to remove and replace three (3) existing Pressure Regulating Valves (PRVs) located within existing utility vaults. The work includes all associated appurtenances, piping modifications, valve connections, testing, start-up, site restoration, and all other work necessary to provide a complete and fully operational pressure regulating system in accordance with the plans, specifications, and contract documents.

Issued by:

City of Sierra Madre

232 West Sierra Madre Blvd.

Sierra Madre, CA 91024

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Introduction

1.1 Purpose

The City of Sierra Madre ("City") is requesting Bids from qualified contractors to furnish all labor, materials, equipment, tools, transportation, traffic control, and incidentals necessary to remove and replace three (3) existing Pressure Regulating Valves (PRVs) located within existing utility vaults. The work includes all associated appurtenances, piping modifications, valve connections, testing, start-up, site restoration, and all other work necessary to provide a complete and fully operational pressure regulating system in accordance with the plans, specifications, and contract documents.
All Bids shall be submitted electronically through **PlanetBids** in accordance with Section 1.3 below.

1.2 Background

Incorporated in 1907, the City of Sierra Madre is one of the cities in the San Gabriel Valley region of Los Angeles County. The City encompasses approximately three square miles with a population of about eleven thousand residents. It is located northeast of Downtown Los Angeles at the base of the San Gabriel Mountains and is bordered by Arcadia, Pasadena, and the Angeles National Forest.

Interstate 210 is located about one mile south of the City limits. The absence of through arterials and the built-out development pattern have helped preserve Sierra Madre's small-town character. The downtown area, centered along Sierra Madre Boulevard and Baldwin Avenue, functions as the City's commercial and civic hub, home to restaurants, local businesses, Memorial Park, City Hall, and the Public Library.

1.3 Bid Submittal Closing, Time, and Location

The City requires an electronic submittal of all Bids through PlanetBids. No paper copies, fax, or email submittals will be accepted. Bids will not be received after the closing date and time indicated below. Late Bids will not be considered.

Submittal Closing: August 12, 2026, at 2:00 p.m. Pacific Time
Electronic Submittal Platform: www.planetbids.com/sierramadre

All questions and requests for clarification regarding this RFB must be submitted through the PlanetBids portal by the date and time specified in Section 1.4 (Inquiries).

1.4 Inquiries

All questions or requests for clarification regarding this Request for Bids must be submitted in writing through the City's PlanetBids portal.

Questions must be received **no later than July 29, 2026, at 2:00 p.m. Pacific Time** to allow sufficient time for response before the Bid submission deadline. Responses to inquiries will be posted as addenda in the PlanetBids system.

Bidders are responsible for checking PlanetBids for any issued addenda prior to submitting their Bids.

Project Overview

The Project consists of furnishing all labor, materials, equipment, tools, transportation, traffic control, and incidentals necessary to remove and replace three (3) existing Pressure Regulating Valves (PRVs) located within existing utility vaults. The work includes all associated appurtenances, piping modifications, valve connections, testing, start-up, site restoration, and all other work necessary to provide a complete and fully operational pressure regulating system in accordance with the plans, specifications, and contract documents.
This RFB outlines the scope of services, Bid requirements, evaluation process, and submittal instructions.

Scope of Services

1. **Project Background and Objectives**

The City of Sierra Madre ("City") is requesting Bids from qualified contractors to furnish all labor, materials, equipment, tools, transportation, traffic control, and incidentals necessary to remove and replace three (3) existing Pressure Regulating Valves (PRVs) located within existing utility vaults, as outlined in the Scope of Work in Appendix I.

Qualifications and Experience

Bidders shall demonstrate:

- Experience installing pressure regulating valves in utility vaults in the public right of way.
- Qualifications of key personnel including a project manager with general pipeline and pressure regulating valve installations.
- Successful delivery of comparable work for California municipal clients

Bid Requirements

Organize Bids in the order below.

A. Cover Letter signed by an authorized officer.
B. Overview and Approach that describes methods, tools, and coordination.
C. Company Profile including years in business, services, and office location that will lead the work.
D. Qualifications of Personnel with roles, resumes, and level of effort.
E. Past Experience with similar municipal projects and references.
F. Current Projects of similar scope.
G. References with contact information and scope summaries.
H. Project Schedule.
I. Completed Bid Schedule.
J. Certificate of Insurance statement of willingness and ability to meet City requirements.
K. Conflicts of Interest disclosure.

Request for Bid Schedule

Request for Bid Issued	July 15, 2026
Mandatory Pre-Bid meeting	July 21, 2026, 1:30 pm
Questions/RFI's Due	July 29, 2026
Deadline to Submit Bid	August 12, 2026
Bid Opening	August 12, 2026
City Council Award	August 25, 2026
Kick-off Meeting	September 14, 2026

Project Timeline

The City intends to complete the project within 45 working days from Notice to Proceed.

Submission of Bid

- Bids must be submitted electronically through the City's PlanetBids portal no later than August 12, at 2:00 p.m. Pacific Time.
  Paper, fax, or email submissions will **not** be accepted.
- Each Bidder shall upload one (1) digital PDF labeled:
  "Bid – Pressure Regulating Valves Replacement Project"
- Bids must remain valid for **ninety (90) days** from the submission date. Late submissions will not be accepted.

General conditions

A. Joint Offers. The City intends to contract with a single prime firm. Subconsultants may be included.
B. Bid Preparation Costs. The City is not liable for costs incurred in Bid preparation.
C. Reservation of Rights. The City may reject any or all Bids, waive informalities, request clarifications, negotiate terms, issue addenda, or cancel the RFB.
D. Acceptance of Conditions. By submitting a Bid, the Bidder agrees Bids are valid for one hundred eighty days and acknowledges the City rights in this section.
E. Bid Inclusions. Submit complete Bids that address all requirements.
F. Withdrawal of Bid. Bidders may withdraw by written request prior to the due date and time.
G. Independent Contractor. The selected firm will act as an independent contractor.
H. Payment Terms. Payment will be made per the Agreement upon review of invoices for satisfactory work.
I. Insurance and Indemnification. The selected firm must meet City insurance and indemnification requirements prior to contract award.
J. Proof of Authority. Corporate Bidders must provide proof of signing authority.
K. Patents and Copyright. Include all related fees in the price. Work products become City property upon completion of each task.
L. Taxes. Prices shall include all applicable taxes.

M. Public Record. Bids are public records upon award except for properly identified proprietary information. Bidders who claim exemptions agree to defend and indemnify the City regarding non-disclosure.
N. Business License. The selected firm and subconsultants must obtain a City business license prior to commencing work.
O. Equal Opportunity. Bidders shall comply with equal opportunity policies.
P. Non Collusion Affidavit. Provide a signed and notarized affidavit pursuant to Public Contract Code Section 7106.
Q. Instructions and Questions. Submit questions in writing to the Contact for Questions.
R. Responses may be shared with all Bidders.

Selection Process

Selection will be based on the lowest responsive and responsible bidder. Services will be provided under the City Long Form Construction Agreement.

Online References

Consultants should review the City website at sierramadreca.gov for relevant plans, codes, and background documents.

Deadline for Submittal

- All Bids must be submitted **electronically through the City's PlanetBids portal** no later than **August 12, 2026, at 2:00 p.m. Pacific Time**.
  Paper, fax, or email submissions will **not** be accepted. Late submittals will not be considered.
- Each Bidder shall upload **one** (1) digital PDF labeled:
  "Bid – Pressure Regulating Valves Replacement Project."
- All questions regarding this Request for Bids must be submitted through the PlanetBids portal by **July 29, 2026, at 2:00 p.m. Pacific Time** in accordance with Section 1.4 of this RFB.

General Provisions - Terms and Conditions

A. Joint Offers.

Where two or more firms desire to submit a single Bid in response to this RFB, they should do so on a prime-subcontractor basis rather than as a joint venture. Should any staff person or subcontractor perform unsatisfactorily, they shall be subject to removal from the project at the discretion of the City of Sierra Madre. The City intends to contract with a single firm, not multiple firms doing business as a joint venture. Please describe how the consultant plans to ensure continuity during the phasing of this project.

B. Bid Preparation Costs.

The City is not, nor shall be deemed, liable for any costs incurred by Bidder in the preparation, submittal, or presentation of their Bids.

C. Reservations of Rights.

This RFB does not commit or obligate the City to accept or execute an agreement for any expressed or implied service. The City reserves the right to:

- Reject any and all Bids received.
- Take all Bids under advisement for up to ninety (90) days after opening.
- Waive any informality on any Bid.
- Be the sole judge of the relative merits of the material mentioned in the respective Bids received.
- Request any firm/individual submitting a Bid to clarify its Bid during the selection phase.
- Negotiate a final agreement and price with the successful firm providing the best overall value to the City as determined in the City's sole and absolute discretion.
- Modify or alter any requirements herein, and issue addenda or amendments to this RFB.
- Terminate this RFB process at any time.

D. Acceptance of Conditions.

It is the Bidder's responsibility to examine the scope of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Bidders shall have no claim against the City based upon ignorance of the nature and requirements of the services provided, misapprehension of the work environment, or misunderstanding of the specification or agreement provisions. By submitting a Bid, each Bidder expressly agrees to and accepts the following conditions:

- Bid and cost schedules shall be valid, and binding for one hundred eighty (180) days following the Bid due date and will become part of the Agreement that is negotiated with the City.
- The City may require whatever evidence is deemed necessary relative to the Bidder's financial stability and ability to perform these services.
- The City reserves the right to request further information from the Bidder, either in writing or orally, to establish any stated qualifications.
- The City reserves the right to solely judge the Bidder's representations, and to solely determine whether the Bidder is qualified to undertake these services pursuant to the criteria set forth herein.
- The Bidder, by submitting a Bid, expressly acknowledges and agrees that the judgment of the City as to whether or not the Bidder is qualified to perform these services shall be binding, final and conclusive.
- Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Bidders unless and until an agreement is reached.

E. Bid Inclusions.

The Request for Bids documents shall be submitted in their entirety, with all applicable portions fully completed by the Bidder. All Bidders are encouraged to review and confirm that their Bid includes and specifically addresses all of the Bid requirements prior to submitting as outlined elsewhere in this document.

F. Withdrawal of Bid Before Closing.

Any Bidder may request the withdrawal of their submitted Bid by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw any Bid, the City will consider the Bid null and void, and return the Bid to the Bidder. Withdrawal of Bid will not impact Bidder's resubmittal for this or any future Bid(s).

G. Independent Contractor.

The firm will, at all times, be an independent contractor pursuant to the contract, and shall not, in any way, be considered to be an officer, agent, or employee of the City of Sierra Madre.

H. Payment Terms.

Payments are generally made based upon the review of invoices prepared by the firm for work completed to the satisfaction of the City within thirty (30) days of the submitted invoice. All payments will be made in accordance with the contract.

I. Insurance and Indemnification.

The Agreement between the City and the selected Company will contain the City's standard insurance and indemnification language for agreements of this type. Proof of insurance is not required to be submitted with your Bid, but will be required prior to the City's award of the contract.

Here is link to City's Insurance requirements:
https://www.sierramadreca.gov/leadership-transparency/departments/human-resources/insurance-requirements/

J. Proof of Authority.

If the firm is a corporation, formal proof of the authority of the officer signing the bidder's Bid to bind the corporation must be submitted with the Bid. A simple letter is not sufficient. A copy of the corporation resolution or minutes is adequate proof.

K. Taxes.

Price bid shall include all federal, state, local, and other taxes.

L. City's Obligation to Award a Contract.

Issuance of this RFB and receipt of Bids does not commit the City of Sierra Madre to award a contract. The City reserves the right to postpone the review of the Bid for its own convenience, or to accept or reject any or all Bids received in response to the RFB. The City, in conjunction with the selection committee, reserves the right to negotiate with more than one firm should negotiations with the selected firm be terminated, to negotiate with more than one firm simultaneously, or to cancel all or part of the RFB.

M. Public Record.

Be advised that all information contained in Bids submitted in response to this solicitation shall become a matter of public record upon contract award, and made available upon request, unless otherwise marked. The Bidder must identify, in writing, all copyrighted material, trade secrets, or other proprietary information the Bidder claims are exempt from disclosure pursuant to the California Public Records Act.

The Bidder who claims such an exemption must also state in the Bid that: "The Bidder agrees to indemnify and hold harmless the City and its officers, employees, and agents from any claims, liability, or damages

against the City and to defend any actions brought against the City for its refusal to disclose such material, trade secrets, or other proprietary information to any party."

N. Business License.

The professional provider, and any sub-consultant(s), shall obtain a valid City of Sierra Madre Business License on or before their commencement of work.

O. Equal Opportunity.

The City of Sierra Madre requires all Bidders to comply with equal opportunity policies.

P. Non-Collusion Affidavit.

All Bids must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract Code Section 7106.

NOTICE INVITING SEALED BIDS
PRESSURE REGULATING VALVES REPLACEMENT
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 electronically through the City's PlanetBids portal no later than August 12, 2026 at 2:00 p.m. Pacific Time.
The bids results will be published on the City's PlanetBids portal within 5 minutes. 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: *Pressure Regulating Valves Replacement*
Project Description: ***Pressure Regulating Valves Replacement***

Engineer's Estimate: N/A

Copies of the plans, specifications, and contract documents are available from the City of Sierra Madre, Planetbids portal. In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the AGENCY has determined that the contractor shall possess a valid Class A contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

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 **PRESSURE REGULATING VALVES REPLACEMENT**

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.

If you have any questions, please submit through the Planetbids portal.

BY ORDER OF the City Council of the City of Sierra Madre, California.

SECTION B – INSTRUCTIONS TO BIDDERS

PRESSURE REGULATING VALVES REPLACEMENT
IN THE CITY OF SIERRA MADRE, CALIFORNIA

INSTRUCTIONS TO BIDDERS

PRESSURE REGULATING VALVES REPLACEMENT
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 **45 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 writing and emailed to the following email address, at least ten (10) days before the scheduled bid opening:

electronically through the City's PlanetBids portal no later than July 29 at 2:00 pm Pacific Time. 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.

[Pursuant to Public Contract Code § 20103.8, the City may require a bid for a public works contract to include prices for items that may be added to, or deducted from, the scope of work in the contract for which the bid is being submitted. Whenever additive or deductive items are included in a bid, the bid solicitation shall specify the method to be used to determine the lowest bid.]

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

PRESSURE REGULATING VALVES REPLACEMENT
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

PRESSURE REGULATING VALVES REPLACEMENT
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

PRESSURE REGULATING VALVES REPLACEMENT
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)

PRESSURE REGULATING VALVES REPLACEMENT
IN THE CITY OF SIERRA MADRE, CALIFORNIA

No.	Item Description	Estimated Quantity	Unit	Unit Price	Payment Reference	Item Amount
1						
2						
3						
4						
5						
6						
7						
8						
9						

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: $_____

Bid Schedule Total (in words):_____

_____

_____

_____ _____
(Company Name of Bidder) (Date)

BID BOND

PRESSURE REGULATING VALVES REPLACEMENT

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

PRESSURE REGULATING VALVES REPLACEMENT
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 certified check or cashier's check, 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

PRESSURE REGULATING VALVES REPLACEMENT
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)

_____

_____

_____

<u>Prior Disqualification</u>

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

PRESSURE REGULATING VALVES REPLACEMENT
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)

PRESSURE REGULATING VALVES REPLACEMENT
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

PRESSURE REGULATING VALVES REPLACEMENT
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

PRESSURE REGULATING VALVES REPLACEMENT

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

PRESSURE REGULATING VALVES REPLACEMENT 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

PRESSURE REGULATING VALVES REPLACEMENT
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

PRESSURE REGULATING VALVES REPLACEMENT
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 SUPPLY AND INSTALLATION OF STATIONARY GROUND MOUNTED DIESEL GENERATOR, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Technical Specifications 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.

<u>ARTICLE III:</u> 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 $_____

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

<u>ARTICLE IV:</u> 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.

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 Contractor's obligation to provide them. Contractor shall file with City:

- 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:
  Project Name: Lizzie's Trail Inn and Richardson House
  Additional Insured Endorsement, as required in this section below
- 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.

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

- Professional Liability Insurance: $2,000,000 per occurrence, $2,000,000 aggregate

- General Liability:
  - General Aggregate: $4,000,000
  - Products Comp/Op Aggregate $2,000,000
  - Personal & Advertising Injury $1,000,000
  - Each Occurrence $2,000,000
  - 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 $2,000,000

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

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. The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately. The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such coverage.

Worker's Compensation Insurance. Contractor 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 Contractor 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 Compensation Fund, such agency shall be a company authorized to do business in the State of California.

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 City 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 contract 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 City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Automobile Liability Insurance. Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks using ISO Business Auto Coverage form CA 00 01 (or equivalent).

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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Additional Insured Endorsements. The City of Sierra Madre, its City Council, Commissions, officers, employees, and agents must be endorsed as an additional insured for each policy required herein, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

Failure to Maintain Coverage. In the event any policy is canceled prior to the completion of the project and the Contractor 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 Contractor under this Agreement. Failure of the Contractor 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.

Notices. Contractor 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. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City; however, ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium. Contractor 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: Risk Management 232 W. Sierra Madre Boulevard, Sierra Madre, California, 91024.

Contractor's Insurance Primary. The insurance provided by Contractor, including all endorsements, shall be primary to any coverage available to City and be endorsed using Insurance Services office form CG 20 10 (or equivalent) to provide that City and its officers, employees, and agents shall be additional insureds under such policies. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

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

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

Premium Payments and Deductibles. Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor 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. Contractor shall be responsible for all premiums and deductibles in all of Contractor's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

Duty to Defend and Indemnify. Contractor's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

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: CONTRACTOR:

Brian A Dickinson	[INSERT CONTACT]
CITY OF SIERRA MADRE	CONTRACTOR'S BUSINESS NAME
232 W. Sierra Madre Boulevard	Mailing Address
Sierra Madre, CA 91024	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" City of Sierra Madre **Authorized Signatories:** Signature:_____ Printed:_____ Title: _____ Date: _____	"CONSULTANT" [Name of Company or Individual] Signature:_____ Printed:_____ Title: _____ 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

PRESSURE REGULATING VALVES REPLACEMENT
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],** ($) 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

PRESSURE REGULATING VALVES REPLACEMENT

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],*** ($) 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 SUPPLY AND INSTALLATION OF STATIONARY GROUND MOUNTED DIESEL GENERATOR, 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

PRESSURE REGULATING VALVES REPLACEMENT
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],*** ($) 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

PRESSURE REGULATING VALVES REPLACEMENT 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

PRESSURE REGULATING VALVES REPLACEMENT
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. The Project consists of furnishing all labor, materials, equipment, tools, transportation, traffic control, and incidentals necessary to remove and replace three (3) existing Pressure Regulating Valves (PRVs) located within existing utility vaults. The work includes all associated appurtenances, piping modifications, valve connections, testing, start-up, site restoration, and all other work necessary to provide a complete and fully operational pressure regulating system in accordance with the plans, specifications, and contract documents.

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.

[If additional Working Drawings are required that are not shown on Table 3-8.2, add the following Section 3-8.2]

3-8.2 Working Drawings. *Add the following:*

Working drawings are required in the following subsections in addition to those shown on Table 3-8.2:

[add table of additional working drawings, if applicable]

Working drawings listed above as Items *(List Items)* shall be prepared by a Civil or Structural Engineer registered by the State of California.

[If additional Shop Drawings are required that are not shown on Table 3-8.2, add the following Section 3-8.3]

3-8.3 Shop Drawings. *Add the following:*

In addition to the requirements of Table 3-8.3, shop drawings shall be required as specified in these Special Provisions, Part 2 through Part __.

[The Greenbook specifies that the Engineer will provide surveying and construction staking. If the contractor is required to provide the construction staking, add the following Section 3-10 and related subsections]

3-10 SURVEYING. *Substitute the following:*

3-10.1 General. The CONTRACTOR will provide all necessary construction surveying, staking or markings for locating the limits of construction and shall comply with the provisions of 2-9 of these Standard Specifications. The CONTRACTOR shall bear all costs for restaking or marking.

Construction surveys shall be done only under the direction of the Engineer by a Registered (licensed) Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state. The AGENCY will provide available record map information. The CONTRACTOR is responsible for obtaining all necessary record maps, centerline ties and survey notes from Los Angeles County.

The CONTRACTOR and his surveyor shall provide the Engineer with a copy of the constructing staking field notes used to construct the improvements. In addition the CONTRACTOR shall also prove a plot of the improvements to be constructed based on the surveyor's construction staking and markings prior to the installation of the improvements. The plot shall be the same scale as the improvement plans.

3-10.2 Permanent Survey Markers. The CONTRACTOR shall notify the Engineer, or the owner on a Private Contract, at least 7 days before starting work to allow for the preservation of survey monuments, lot stakes (tagged), and bench marks.

The CONTRACTOR shall protect existing survey monuments, if any exist within the work limits, during the entire project. Asphalt overlaying of existing survey monuments in the roadway will not be permitted. In the event a surveyed monument lies within an area to be cold planed, removed or reconstructed, the CONTRACTOR shall immediately notify the AGENCY's representative and protect said monument until the monument is relocated.

The CONTRACTOR shall reestablish destroyed survey monuments at the CONTRACTOR's expense.

The Engineer, or the owner at its cost, shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The CONTRACTOR shall not disturb survey monuments, lot stakes (tagged), or bench marks without the consent of the Engineer or the owner on Private Contracts. The CONTRACTOR shall bear the expense of replacing any that may be disturbed without permission.

Replacement shall be done only under the direction of the Engineer by Registered (licensed) Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the CONTRACTOR shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise specified.

3-10.3 Line and Grade. The CONTRACTOR shall be responsible for all survey and layout of work.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the CONTRACTOR shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

All work shall conform to the lines, elevations, and grades shown on the Plans.

Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, the CONTRACTOR shall be responsible for any error in the grade of the finished work.

Grades for underground conduits will be set at the surface of the ground. The CONTRACTOR shall transfer them to the bottom of the trench.

3-10.4 Survey Service. The Engineer will oversee surveying adequate for construction. The CONTRACTOR shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the CONTRACTOR at his expense.

The CONTRACTOR shall notify the Engineer in writing at least 2 working days before survey services take place for the laying out of any portion of the Work. The CONTRACTOR shall dig all holes necessary for line and grade stakes.

Unless otherwise specified, stakes will be set and stationed by the CONTRACTOR for curbs, headers, sewers, storm drains, structures, and rough grade. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet.

3-12 WORK SITE MAINTENANCE

3-12.1 General. *Add the following:*

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.

None

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.

[For inspection of special items at the source, add the following to

4-3 INSPECTION *Add the following:*

4-3.1 General. *Add the following:*

The following special items of equipment are subject to inspection at the source:

[List specialty items here]

[For Testing of Materials that will be paid by the Agency, add the following to Section 4-4]

4-4 TESTING.

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.

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 <u>any</u> excavation <u>"Underground Service Alert of Southern California"</u> (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) 355-7135

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:*

6-1.3 Pre-Construction Meeting and Submittal. A pre-construction meeting will be conducted by the City prior to commencement of construction at a time and place designated by the City. Those attending the meeting shall include, but not be limited to, the following:

a. The CONTRACTORs representative(s)

b. Sub-CONTRACTORs representative(s), if needed

c. City of Sierra Madre Director of Public Works

d. The Design Engineers

e. The Construction Engineers

f. The affected utility companies' representatives

g. City of Sierra Madre Public Works Inspectors

h. Caltrans' inspector and/or representative(s)

One week prior to this meeting the CONTRACTOR shall submit the following:

1. Construction Schedule

2. Traffic Control Plan
3. Emergency Contact List
4. List of Subcontractors
5. Storm Water Pollution Prevention Plan (SWPPP)

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 Public Works	(626) 355-7135
City of Sierra Madre Police Department	(626) 355-1414
City of Sierra Madre Fire Department	(626) 355-3611

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, flag persons, 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:

No contractual work shall be performed in the public Right-of-Way during the first week of school unless approved by the City Engineer.

A. All traffic lanes shall be open for public use on the days and at the times specified below, unless approved otherwise by the City Engineer:

1. Saturdays, Sundays and AGENCY designated holidays: from 12:01 a.m. to 11:59 p.m.
2. Fridays and any days preceding an AGENCY designated holiday: from 3:00 p.m. to 11:59 p.m.
3. *[List other days, if needed]*
4. Non-construction hours: all hours when the CONTRACTOR's employees are not physically present at the construction site actively performing contract work.

B. On those days and hours when closure of traffic lanes is not prohibited under the provisions of the preceding subparagraph A, no more than one travel lane may be closed at any time during construction hours. During any lane closure, Type II flashing arrow boards shall be used in accordance with the 2012 California MUTCD.

C. Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in Paragraph A. Under no circumstances shall traffic signal be placed in flash operation without prior approval from the Project Engineer. Traffic signal will be only placed in flash operation by City personnel. CONTRACTOR shall contact the Project Engineer at least two (2) working days in advance to coordinate traffic signal service.

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)

SECTION G – SPECIAL PROVISIONS – PART 2 THROUGH 6

PRESSURE REGULATING VALVES REPLACEMENT
IN THE CITY OF SIERRA MADRE, CALIFORNIA

The following Special Provisions describe materials, methods of construction, and measurement and payment for items of work that are unique to the project. These 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.

[The Consultant Engineer/Designer should organize these with the order/format of the Standard Specifications. The Project Manager should ensure that the format is complied with prior to acceptance.]

[Add Special Provisions to the following Parts of the Standard Specifications, as needed. Be sure to include a description of measurement and payment for each item of Work, such as "unless otherwise specified, no separate payment will be made for compliance with the provisions of this section," or "all costs involved shall be absorbed in the CONTRACTOR's overall bid for the project."]

PART 2 – CONSTRUCTION MATERIALS

PART 3 – CONSTRUCTION METHODS

PART 4 - EXISTING IMPROVEMENTS – Existing improvements shall be protected during any demolition and during construction/restoration.

PART 5 – PIPELINE SYSTEM REHABILITATION – N/A

PART 6 – TEMPORARY TRAFFIC CONTROL – A Traffic Control Plan shall be submitted for approval if traffic is to be obstructed during any phase of demolition and/or construction.

(End of Section)

APPENDIX I

PRESSURE REGULATING VALVES REPLACEMENT IN THE CITY OF SIERRA MADRE, CALIFORNIA

SCOPE OF WORK

Brookside PRV Station

Existing Conditions
- **Existing PRV station consists of a 6-inch Cla-Val PRV and a 2-inch low-flow PRV.**
- **Inner-zone pressure reducing station serving Zone 3 to Zone 3.**
- **Vault dimensions: approximately 52.5 inches × 34 inches.**
- **PRVs are approximately 3 feet below grade.**

Recommended Improvements
- **Replace the existing 6-inch PRV with a new 6-inch PRV.**
- **Replace the existing 2-inch low-flow PRV with a new 2-inch low-flow PRV.**
- **Install two new 2-inch isolation valves at the PRV vault.**
- **Replace the normally closed 2-inch isolation valve at the top of Lower Brookside Lane due to leakage past the valve, which is affecting operation of the existing PRV station.**

Project Summary
This project is intended to completely renew the Brookside PRV station by replacing both the primary and low-flow PRVs, installing new isolation valves at the station, and replacing the leaking normally closed isolation valve on Lower Brookside Lane to restore proper operation and improve system reliability.

Carter / Mira Monte PRV Station

Existing Conditions
• Existing single 10-inch Cla-Val PRV with no active low-flow PRV.
• Photos indicate there may have previously been a bypass or low-flow arrangement, but it is
currently operating as a single 10-inch PRV.

• Zone-to-zone pressure reducing/sustaining station from Zone 3 to Zone 2.
• Vault dimensions: approximately 75.5 inches × 52 inches.
• PRV depth: approximately 2 feet below grade.

Recommended Improvements
• Replace the existing 10-inch PRV with a new 10-inch PRV.
• Add a new 2-inch low-flow PRV assembly.
• Install two new 10-inch isolation valves (one on each side of the new 10-inch PRV).
• Install two new 2-inch isolation valves for the low-flow line (final size to be confirmed during
design).
• Replace approximately 20 feet of pipeline on the south side of the vault toward Mira Monte due to
repeated leak repairs.
Project Summary

This project is intended to completely renew the existing PRV station by replacing the primary
10-inch PRV, adding a dedicated 2-inch low-flow PRV, installing new isolation valves, and replacing
the adjacent section of pipeline that has experienced multiple leaks.

Woodland PRV Station

Existing Conditions
- **Existing station consists of a 4-inch PRV with an existing 2-inch low-flow PRV.**
- **The 2-inch low-flow PRV was recently repaired and remains in good operating condition.**
- **Inner-zone pressure reducing station serving Zone 3 to Zone 3.**
- **Vault dimensions: approximately 52.5 inches × 34 inches.**
- **PRV depth: approximately 6 feet below grade.**

Recommended Improvements
- **Replace the existing 4-inch PRV with a new 4-inch PRV.**

• Retain the existing 2-inch low-flow PRV, as it was recently repaired and is in good condition.
• No isolation valve replacements are anticipated, as the existing valves appear to be functioning properly.

Project Summary
This project is intended to renew the primary 4-inch PRV while retaining the recently repaired 2-inch low-flow PRV. Existing isolation valves are expected to remain in service. This work will restore the reliability of the primary pressure reducing assembly while minimizing unnecessary replacement of components that remain in good operating condition.

Section	ItemCode	Type	ItemDesc	UnitOfMeasure	Quantity	Reference	Manufacturer	ModelNum	BrandReq	BrandSpec	DeliveryLoc	UnitPrice
Base Bid - General Bid Items			Mobilization/Demobilization	LS	1							
Base Bid - General Bid Items Brookside PRV Station			Remove and Replace Existing 6-Inch Pressure Regulating valve with new 6-inch Pressure Regulating Valve	LS	1							
Base Bid - General Bid Items Brookside PRV Station			Remove and Replace Existing 2-Inch Low-Flow Pressure Regulating valve with new 2-inch Low-Flow Pressure Regulating Valve	LS	1							
Base Bid - General Bid Items Brookside PRV Station			Install two new 2-inch isolation valves at the PRV vault	LS	1							
Base Bid - General Bid Items Brookside PRV Station			Remove and replace normally closed 2-inch isolation valve at Lower Brookside Ln.	LS	1							
Base Bid - General Bid Items Brookside PRV Station (Optional Bid)			Demo Existing Utility Vault	LS	1							
Base Bid - General Bid Items Brookside PRV Station (Optional Bid)			Excavate and Install new Utility Vault 60" L X 40" W X 60" D	LS	1							
Base Bid - General Bid Items Carter/Mira Monte PRV Station			Remove and Replace Existing 10-Inch Pressure Regulating valve with new 10-inch Pressure Regulating Valve	LS	1							
Base Bid - General Bid Items Carter/Mira Monte PRV Station			Install new 2-inch Low-Flow PRV Assembly	LS	1							
Base Bid - General Bid Items Carter/Mira Monte PRV Station			Install two new 10-inch isolation valves, one on each side of 10-inch PRV	LS	1							
Base Bid - General Bid Items Carter/Mira Monte PRV Station			Install two new 2-inch isolation valves, one on each side of 2-inch PRV	LS	1							
Base Bid - General Bid Items Carter/Mira Monte PRV Station			Replace approximately 20 feet of 10-inch pipeline on south side of vault	LF	20							
Base Bid - General Bid Items Woodland PRV Station			Remove and Replace Existing 4-Inch Pressure Regulating valve with new 4-inch Pressure Regulating Valve	LS	1							

Please rename the template before importing

Section	Required (max 2000 characters)	Groups line items into sections. In order to ensure proper grouping within the project, members of a section should all be grouped together in the import file. Each line MUST have a section name.
ItemCode	Optional (max 200 characters)	If the ItemCode entered matches an item code in the Line Item Library, than the details from the library will be added. If there are additional fields defined in the imported item, the fields from the import will overwrite those from the library.
Type	Optional	If the Type EXACTLY matches a Type in the Line Items Type admin list, then it will be added to the line item; if no match is found, it will be ignored. The Type column is for Internal Use only
ItemDesc	Optional (max 2000 characters)	Description of item or service needed. Best practice is to make the description high level and have in depth detail listed in bid documents. (See Reference)
UnitOfMeasure	Optional (max 200 characters)	Free-form text field
Quantity	Optional (numeric and decimal only)	MUST be a number (no commas; Decimal point allowed if needed)
Reference	Optional (max 2000 characters)	Free-form text field. Best practice is to reference bid spec document page/section if line item has further details.
BrandReq	Optional	Possible values are: Sole Brand, Equivalent, No preference
DeliveryLoc	Optional	If the DeliveryLoc EXACTLY matches a Location Name in the Line Items Delivery Locations admin list, than it will be added to the line item. If no match is found, it will be ignored.
UnitPrice	Optional (numeric/currency formatting only)	Used to input fixed unit price in the Public Works template. Numbers and currency formatting only.
ModelNum	Optional (max 200 characters)	Free-form text field
Manufacturer	Optional (max 200 characters)	Free-form text field
BrandSpec	Optional (max 200 characters)	Free-form text field

NOTE: data in excess of the character limit of a filed may be ignored. For example, if there is an Item Description that is 250 characters, only the first 200 characters will be used in the line items, the excess is ignored.

Template last updated August 2021

BID PROPOSAL

PRESSURE REGULATING VALVES REPLACEMENT 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: J. A. SALAZAR CONSTRUCTION + SUPPLY CORP.

MAILING ADDRESS: 613 N. HARBOR BLVD.

LA HABRA

TELEPHONE NO. (562) 691-3647

STATE CONTRACTOR'S LICENSE NO. 743587

STATE OF INCORPORATION: CA

AUTHORIZED SIGNATURE: _____

TITLE: PRESIDENT

DATE: 8/12/26

(If Company is a Corporation, provide corporate resolution per **B1.06 PROPOSAL of SECTION B – INSTRUCTION TO BIDDERS.**)

Corporate Resolution of:
J.A. Salazar Construction and Supply Corporation

We, the undersigned, being the Board of Directors of this corporation, consent and agree that the following corporate resolution was made on **December 12, 1997**, at **3 p.m.**, at **J.A. Salazar Construction and Supply Corporation located at 14937 Rayfield Drive, La Mirada, CA 90638**.

We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that:

Jose Salazar, President, of J.A. Salazar Construction and Supply Corporation is the signatory to execute all Bids and Contracts for the corporation.

Therefore, it is resolved, that the corporation shall:

Execute Bids and Contracts by the corporation's signatory, Jose J. Salazar, President.

The officers of this Corporation are authorized to perform the acts to carry out this corporate resolution.

Director Signature	Printed Name	Date
	Jose Salazar	12/12/97
Director Signature	Printed Name	Date
	Cynthia Salazar	12/12/97

The Secretary of the Corporation certifies that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the dated meeting of the board of directors.

Signature of Secretary	Printed Name	Date
	Cynthia Salazar	12/12/97

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On 1/21/14 (Date), before me, Anna Castillo, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Jose Jesus Salazar (Name(s) of Signer(s)),

☒ personally known to me
☐ 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.

A. CASTILLO
COMM. #1912838
Notary Public California
Los Angeles County
My Comm. Expires Nov. 11, 2014
NRO1

WITNESS my hand and official seal.

Anna Castillo
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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BID SCHEDULE

PRESSURE REGULATING VALVES REPLACEMENT 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: J. A. SALAZAR CONSTRUCTION & SUPPLY CORP.

CONTRACTOR'S LICENSE NO.: 743587

AUTHORIZED SIGNATURE: _____

TITLE: PRESIDENT

DATE: 8/12/26

BID SCHEDULE (Continued)

PRESSURE REGULATING VALVES REPLACEMENT
IN THE CITY OF SIERRA MADRE, CALIFORNIA

No.	Item Description	Estimated Quantity	Unit	Unit Price	Payment Reference	Item Amount
1	PLANET BIDS					
2						
3						
4						
5						
6						
7						
8						
9						

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: $ 213,958.00

Bid Schedule Total (in words): TWO HUNDRED THIRTEEN THOUSAND NINE HUNDRED FIFTY EIGHT.

J A SALAZAR CONSTRUCTION & SUPPLY CORP
613 N. HARBOR BLVD.
LA HABRA, CA. 90631

(Company Name of Bidder)

8/12/26
(Date)

BID BOND

PRESSURE REGULATING VALVES REPLACEMENT

IN THE CITY OF SIERRA MADRE, CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS that Bidder J.A. SALAZAR CONSTRUCTION & SUPPLY CORP., as PRINCIPAL, and THE OHIO CASUALTY 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 AMOUNT BID dollars ($ 10%), 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 4TH day of AUGUST, 20 26.

PRINCIPAL* J.A. SALAZAR CONSTRUCTION & SUPPLY CORP.

10144 SHOEMAKER AVE. SANTA FE SPRINGS, 90670

562-691-3647

JOSE SALAZAR
PRESIDENT

SURETY* THE OHIO CASUALTY INSURANCE COMPANY

534 E. BADILLO ST. COVINA, CA 91723

626-859-1000

KEVIN E. VEGA, ATTORNEY-in-FACT

*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.

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Los Angeles }

On August 12th, 2026 before me, Rachel A Jimenez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Jose Salazar
Name(s) of Signer(s)

_____,

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

RACHEL A. JIMENEZ
Comm. #2497267-Mfr. #NNA1
Notary Public
THE GREAT SEAL OF THE STATE OF CALIFORNIA
CALIFORNIA
Los Angeles County
My Comm. Exp. Aug 11, 2028

Place Notary Seal and/or Stamp Above

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 _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: c/o Sierra Madre Bid Bond
Document Date: August 4th 2026 Number of Pages: 1
Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jose Salazar	Signer's Name:
☑ Corporate Officer – Title(s): president	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing: J.A. Salazar construction & supply Corp	Signer is Representing:

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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)

Liberty Mutual. SURETY

POWER OF ATTORNEY

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

Certificate No: 8213326-969577

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen; Kevin E. Vega; Philip E. Vega

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of August, 2026.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: _____
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

CALIFORNIA ALL-PURPOSE 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 }
} ss.
County of LOS ANGELES }

On August 4th, 2026 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer

personally appeared Kevin E. Vega, Attorney-in-Fact
Name(s) of Signer(s)

PHILIP VEGA
Notary Public - California
Los Angeles County
Commission # 2490569
My Comm. Expires May 31, 2028

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:

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Individual	☐ Individual
☐ Corporate Officer Title(s):	☐ Corporate Officer Title(s):
☐ Partner - ☐ Limited ☐ General	☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:
Right Thumbprint of Signer Top of thumb here	Right Thumbprint of Signer Top of thumb here

BID GUARANTEE

PRESSURE REGULATING VALVES REPLACEMENT 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 certified check or cashier's check, 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: N/A

MAILING ADDRESS: _____

_____

_____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

BIDDER INFORMATION

PRESSURE REGULATING VALVES REPLACEMENT IN THE CITY OF SIERRA MADRE, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: J. A. SALAZAR CONSTRUCTION & SUPPLY CORP.

Business Address: 613 N. HARBOR BLVD., LA HABRA, CA 90631

Telephone: (562) 691-3647 FAX: _____

E-mail: INFO@SAS-CS.COM

CONTRACTOR's License No.: 743587 Date License Issued: 12/8/97

License Expiration Date: 5/31/28

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)

JOSE SALAZAR PRESIDENT

CYNTHIA SALAZAR SECRETARY

(562) 691-3647

613 N. HARBOR BLVD., LA HABRA, CA 90631

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

NO

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 12 day of AUGUST, 2026 at LA HABRA, CA, California.

Authorized Representative: Signature JOSE SALAZAR

Title PRESIDENT

EXPERIENCE STATEMENT

PRESSURE REGULATING VALVES REPLACEMENT 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: FY24-25 FIRE FLOW Client: YLWD

Date: 1/15/26 Project Value: 516,885.60 Client Contact: BEN PERALTA

Client Telephone # (714) 701-3109 Client Email Address: BPERALTA@YLWD.COM

Description: INSTALLATION OF 590' OF 10" PVC & 371' OF 8" PVC AND APPURTANCES

Subject to Federal Labor Standards: Yes (No)

Project Title: AMR/AMI PHASE IV Client: CITY OF SOUTH GATE

Date: 1/14/26 Project Value: 1,608,555 Client Contact: DERWIN DY

Client Telephone # (323) 563-5769 Client Email Address: DDY@SOGATE.ORG

Description: INSTALLATION OF 1730 METERS

Subject to Federal Labor Standards: Yes (No)

EXPERIENCE STATEMENT (Continued)

PRESSURE REGULATING VALVES REPLACEMENT
IN THE CITY OF SIERRA MADRE, CALIFORNIA

Project Title: ATLANTIC + GARFIELD PHVI Client: CITY OF MONTEREY PARK

Date: 7/30/26 Project Value: 3,467,275 Client Contact: GEORGE NORIEGA

Client Telephone # 626-307-1293 Client Email Address: GNORIEGA@MONTEREYPARK.CA.GOV

Description: INSTALLATION 7,255' OF 6", 8", 10", 12", 14", 16" PVC + APPURTANCES

Subject to Federal Labor Standards: Yes (No)

Project Title: DOTY TRANSMISSION Client: GOLDEN STATE WATER

Date: 6/25/26 Project Value: 1,264,300 Client Contact: BRANDON THAMMAVONG@GSWATER.CO

Client Telephone # 310-701-250 Client Email Address: BRANDON THAMMAVONG

Description: INSTALLATION OF 3600' OF 12" PVC

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 12 day of AUGUST, 20__, at LA HABRA, California.

Authorized Representative: Signature JOSE SALAZAR

Title PRESIDENT

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

PRESSURE REGULATING VALVES REPLACEMENT 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)
N/A				

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: J.A. SALAZAR CONSTRUCTION + SUPPLY CORP.

AUTHORIZED SIGNATURE: JOSE SALAZAR

Date: 8/12/26

STATEMENT REGARDING INSURANCE COVERAGE

PRESSURE REGULATING VALVES REPLACEMENT

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: J. A. SALAZAR CONSTRUCTION & SUPPLY CORP.

MAILING ADDRESS: 6013 N. HARBOR BLVD.

LA HABRA, CA 90631

AUTHORIZED SIGNATURE:

TITLE: PRESIDENT

DATE: 8/12/26

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

PRESSURE REGULATING VALVES REPLACEMENT 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: 743587

License Expiration Date: 5/31/28

Authorized Signature: _____

Date: 8/12/26

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the PRESIDENT of J. A. SALAZAR CONSTRUCTION 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 12 day AUGUST, 2026 at LA HABRA, California.

CONTRACTOR's Signer's Name

PRESIDENT
CONTRACTOR's Signer's Title

J. A. SALAZAR CONSTRUCTION
CONTRACTOR's Business Name

Contractor's Business Address:

613 N. HARBOR BLVD.
Mailing Street Address

LA HABRA, CA 90631
City, State, Zip Code

(562) 691-3647
Telephone #

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Los Angeles }

On August 12th, 2026 before me, Rachel A. Jimenez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Jose Salazar
Name(s) of Signer(s)

_____,

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/the~~y 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.

RACHEL A. JIMENEZ
Comm. #2497267-Mfr. #NNA1
Notary Public
THE GREAT SEAL OF THE STATE OF CALIFORNIA
CALIFORNIA
Los Angeles County
My Comm. Exp. Aug 11, 2028

Place Notary Seal and/or Stamp Above

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 _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-collusion Affidavit

Document Date: August 12th, 2026 Number of Pages: 1

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jose Salazar	Signer's Name:
☑ Corporate Officer – Title(s): president	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing: J.A. Salazar construction & supply corp.	Signer is Representing:

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CITY OF
SIERRA
MADRE

STAFF REPORT

PUBLIC WORKS SERVICES

DATE: August 25, 2026

TO: Honorable Mayor and City Council

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

SUBJECT: **Maintenance Services Agreement with West Coast Arborists, Inc. for Citywide Tree Maintenance Services, in an Amount Not to Exceed $200,000 Annually for an Initial Three Year Period with Two One-Year Optional Renewals**

RECOMMENDATION

It is recommended that the City Council:

1. Award a Citywide Tree Maintenance Services Agreement to West Coast Arborists, Inc., as the lowest responsive and responsible bidder, for an initial three-year term at the bid unit prices, with an annual amount not to exceed $200,000 and an initial-term maximum of $600,000, subject to annual budget appropriation.
2. Authorize the City Manager to execute the Agreement, subject to approval as to form by the City Attorney, and to exercise up to two optional one-year extensions at the bid unit prices and an annual amount not to exceed $200,000. The maximum potential five-year authorization is $1,000,000, subject to annual budget appropriation.
3. Authorize the Public Works Director to issue written task orders at the accepted bid unit prices within the executed Agreement, provided cumulative expenditures do not exceed $200,000 in any contract year and remain within available budget appropriation.

SUMMARY

The City received seven bids for citywide tree maintenance services. Applying West Coast Arborists, Inc.'s unit prices to the City's estimated annual quantities produces an evaluated annual bid of $176,135. This represents the estimated annual cost if those quantities are ordered. Staff recommends an annual contract amount not to exceed $200,000 so the City can adjust quantities at the accepted unit prices as actual maintenance needs arise.

The bid schedule includes routine pruning of 1,200 trees annually against 4,711 tree sites currently identified for "Grid/Routine Trim," supporting an approximately four-year routine-pruning planning framework. Public Works will use the four geographic maintenance zones shown in Attachment 5 to organize annual work, with actual completion depending on the number and condition of trees within each zone and on emergency or other priority work.

The contract includes tree removals and emergency services, which will be authorized based on actual conditions and City priorities. They are not part of a fixed removal quota or zone rotation.

DISCUSSION & ANALYSIS

Procurement and Agreement

On July 8, 2026, the Public Works Department issued a Request for Bids through the City's PlanetBids procurement portal for the Citywide Tree Maintenance Project, consistent with the City's purchasing procedures in Sierra Madre Municipal Code Chapter 3.08. The City conducted a mandatory pre-bid meeting on July 13, 2026, accepted written questions through July 29, 2026, and opened electronic bids on August 12, 2026.

The proposed Agreement provides an initial three-year term with two optional one-year extensions. Task orders will be priced at the accepted PlanetBids unit prices. The draft Agreement does not provide an automatic CPI or other annual price escalation; a change in compensation would require a written amendment. The proposed Agreement is included with this staff report as Attachment 1.

West Coast Arborists is the City's incumbent tree-maintenance contractor and has provided tree-maintenance services to Sierra Madre since 1999. The recommended award is based on the current competitive procurement and the current bid, not on incumbent status.

For comparison, the City's Fiscal Year 2025-26 blanket purchase order for West Coast Arborists' arborist contract was $130,000. The current $176,135 evaluated annual bid is $46,135, or approximately 35.5 percent, higher than that prior annual authorization; the proposed $200,000 annual ceiling is $70,000 higher. Because the current RFB uses defined estimated quantities and includes updated inventory, reporting, response-time, and contract-control requirements, this is a budgetary comparison rather than a direct unit-price escalation comparison.

Bid Results and Bid Review

No.	Bidder	Evaluated Annual Bid
1	West Coast Arborists, Inc.	$176,135
2	Nature's Image Tree Specialists, Inc.	$181,893
3	Mariposa Tree Management, Inc.	$199,420
4	Tiger Tree Services, Inc.	$227,400
5	SGD Enterprises dba Four Seasons	$372,700
6	Tree Service Kings, Inc.	$379,575
7	Golden West Arbor Services, Inc.	$388,120

All bidders were evaluated using the same estimated annual quantities. Actual work quantities may differ from those estimates, but payment under the proposed Agreement will be based on the accepted unit prices and work actually authorized and performed.

West Coast Arborists' submission includes a 10 percent bid bond, CSLB License No. 366764, including C-49 and C-61/D-49 tree classifications, Department of Industrial Relations Registration No. 1000000956, insurance documentation, and municipal experience and references. These materials support staff's determination that West Coast Arborists is the lowest responsive and responsible bidder.

Estimated Annual Quantities

The estimated annual quantities used to evaluate West Coast Arborists' bid are summarized below. Applying its unit prices to these quantities produces the $176,135 evaluated annual bid.

Service Category	Estimated Annual Quantity	Evaluated Annual Cost
Mobilization/demobilization	1 lump sum	$0
Individual full-tree pruning	50 trees: 10 in each of five DBH ranges	$12,750
Crown raise/clearance pruning	75 trees: 15 in each of five DBH ranges	$8,625
Palm-tree services	30 prunings and 50 removals	$23,050
Grid tree pruning	1,200 trees: 600 up to 22 in. DBH; 600 at 22 in. DBH and greater	$90,000
Complete tree and stump removal	45 DBH-inch units	$3,375
Tree-only removal	10 DBH-inch units	$600
Stump grinding	10 inch units	$250
Contaminated-tree handling/disposal	5 tons	$250
Tree planting and 6-month watering	50 trees: 20 15-gallon; 30 24-inch box	$18,250
Emergency removal/trimming response	5 weekday hours and 5 after-hours/weekend/holiday hours	$1,550
Arborist review	24 hours	$3,960
Arborist risk-assessment reports	4 hours	$660
Tree planting inventory updates	4 hours	$460
Arborist outreach participation	6 hours	$690

Service Category	Estimated Annual Quantity	Evaluated Annual Cost
Asset-management data entry	20 hours	$2,300
3-person crew with aerial lift and chipper	4 hours plus 1 day	$4,140
4-person crew with two aerial lifts and chipper	4 hours	$1,840
5-person crew with two aerial lifts and chipper	4 hours	$2,300
Additional emergency response, normal workday	4 hours	$620
Additional emergency response, after-hours/weekends	3 hours	$465
Total evaluated annual bid		**$176,135**

Routine Pruning Coverage and Four-Zone Work Plan

The City's current tree inventory is maintained in ArborAccess, the tree-management system used to track inventoried trees and maintenance recommendations. The ArborAccess Tree Inventory Report identifies 4,764 existing trees, including 4,711 tree sites with a "Grid/Routine Trim" recommendation. The bid schedule includes annual grid pruning of 1,200 trees, consisting of 600 trees up to 22 inches DBH and 600 trees 22 inches DBH and greater. If all 1,200 grid-pruning units are completed in a year, that quantity equals approximately 25.5 percent of the 4,711 routine-trim sites and corresponds to approximately 3.9 years of routine-pruning work. The 25.5 percent figure is a percentage of inventoried routine-trim sites, not a measurement of physical tree-canopy area.

Public Works intends to coordinate routine pruning through the four geographic maintenance zones shown in Attachment 5, generally using one zone as the primary routine-work area each year. The approximately four-year cycle is a planning framework, not a guaranteed completion schedule, and the four zones are not expected to contain identical numbers, sizes, species, or conditions of trees. The current zone map establishes geographic boundaries but does not provide routine-trim tree counts by zone; the required six-month citywide inventory will be used to verify those counts and refine annual work plans. Emergency work, hazardous conditions, service requests, and other priority needs may require work outside the annual zone or reduce the amount of routine pruning completed in a particular year.

Tree Removal

The bid schedule includes estimated quantities for tree removal. For palms, the schedule includes 50 removals: 20 date palms, 20 fan palms, and 10 other palms. Those quantities were used to price the bid and do not establish a program or commitment to remove 50 palms each year. Actual palm removals will be based on tree condition, hazard, arborist review, and applicable City tree-removal procedures.

Non-palm removal is priced by DBH inch rather than by tree. The schedule includes 45 DBH-inch units for complete tree-and-stump removal, 10 DBH-inch units for tree-only removal, and 10 inch units for stump grinding. Those quantities cannot be converted to a fixed number of trees without knowing the diameters of the trees selected for removal. The evaluated schedule also includes 50 tree plantings with six months of establishment watering; planting quantities and locations will be authorized by task order and are not a one-for-one replacement commitment tied to the removal estimating quantities.

Tree Inventory and Asset Management

The RFB requires West Coast Arborists, at its sole expense, to complete an inventory of the City's entire urban forest within six months and to maintain City-owned tree inventory data in an online system compatible with the City's GIS. West Coast Arborists' accepted proposal identifies ArborAccess as the contractor-provided platform, provides it at no cost to the City, and states that all inventory data collected for Sierra Madre remain City property. The Agreement also requires City data and materials to be returned to the City upon termination or expiration. The required initial citywide inventory and system therefore are not separately billed services. The 20-hour asset-management data-entry line in the bid schedule provides unit pricing for additional authorized data-entry support during the contract term.

Scheduling, Oversight, Prevailing Wage, and DIR Compliance

Work will be assigned through written task orders. Routine and extraordinary work must begin within 14 calendar days unless the City approves another schedule. The contractor must maintain a live 24-hour emergency contact and arrive onsite within two hours for emergency calls, including weekends and holidays. Work must be supervised by an ISA Certified Arborist, pruning must follow applicable ISA standards, and the City may inspect completed work and require correction before payment. Monthly reports must identify completed work, planned work, inventory updates, and emergency responses.

The RFB and proposed Maintenance Services Agreement require compliance with applicable prevailing-wage requirements, Department of Industrial Relations registration, and certified payroll record requirements. West Coast Arborists' proposal identifies DIR Registration No. 1000000956. These requirements remain in effect throughout performance of the Agreement.

STRATEGIC PLAN RELATIONSHIP

The recommended action supports the City of Sierra Madre Strategic Plan 2025-2026, Goal 3, Infrastructure & Growth Management, by maintaining the City's urban forest, reducing tree-related hazards, and supporting safe and well-maintained public rights-of-way and facilities.

ENVIRONMENTAL ANALYSIS

Not a CEQA Project under: 14 CCR 15378(b)(2)- continuing administrative or maintenance activities

FISCAL IMPACT

The adopted Fiscal Year 2026-27 budget includes $275,000 in the Environmental Fund, Professional Services Account No. 38004.83300.52100. The supporting budget detail allocates $200,000 for scheduled tree maintenance, $50,000 for emergency tree services, and $25,000 for other unrelated programs and services. West Coast Arborists' evaluated annual bid is $176,135. The proposed Agreement would establish an annual amount not to exceed $200,000, an initial three-year authorization not to exceed $600,000, and a maximum potential five-year authorization of $1,000,000 if both one-year extensions are exercised. Actual expenditures will depend on written task orders and annual budget appropriations. The Fiscal Year 2026-27 appropriation is sufficient for the proposed first-year annual amount not to exceed $200,000, and no budget amendment is required for the recommended action.

Approved by:

Mike

Michael Bruckner
City Manager

Attachments

1. West Coast Arborists, Inc. - Bid Annual Citywide Tree Maintenance Project.pdf
2. Citywide Tree Maintenance Project - RFB.pdf
3. RFB - Line Item Report - Tree Maintenance.pdf
4. Citywide-Tree-Maintenance-Agreement -West-Coast-Arborists.pdf
5. Tree Annual Zone Map.pdf

SECTION C – PROPOSAL INFORMATION AND DOCUMENTS

ANNUAL CITYWIDE TREE MAINTENANCE
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

ANNUAL CITYWIDE TREE MAINTENANCE 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 0 to 0 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: West Coast Arborists, Inc.

MAILING ADDRESS: 2200 E. Via Burton

Anaheim, CA 92806

TELEPHONE NO. 714-991-1900

STATE CONTRACTOR'S LICENSE NO. 366764

STATE OF INCORPORATION: California

AUTHORIZED SIGNATURE: _____

TITLE: Patrick Mahoney, President

DATE: 08/10/26

(If Company is a Corporation, provide corporate resolution per **B1.06 PROPOSAL of SECTION B – INSTRUCTION TO BIDDERS.**)

CERTIFICATE OF CORPORATE AUTHORITY

I, Richard Mahoney, being the Assistant Secretary of West Coast Arborists, Incorporated, do hereby affirm and represent as follows:

I. That **PATRICK MAHONEY** is President of West Coast Arborists, Incorporated, and as President, is authorized to execute all documents, deeds, and contracts on behalf of West Coast Arborists, Incorporated. Furthermore, Patrick Mahoney is authorized to sign on behalf of this corporation on all contracts, bids and legally binding contracts.

II. That **RICHARD MAHONEY** is Vice-President and Assistant Secretary of West Coast Arborists, Incorporated, and as Vice-President and Assistant Secretary, is authorized to execute all documents, deeds, and contracts on behalf of West Coast Arborists, Incorporated. Furthermore, Richard Mahoney is authorized to sign on behalf of this corporation on all contracts, bids and legally binding contracts.

III. That **ROSE EPPERSON** is Vice-President and Treasurer of West Coast Arborists, Incorporated, and as Treasurer, is authorized to execute all documents, deeds, and contracts on behalf of West Coast Arborists, Incorporated. Furthermore, Rose Epperson is authorized to sign on behalf of this corporation on all contracts, bids and legally binding contracts.

Executed this 11th day of July, 2014 at Anaheim, California.

Patrick Mahoney
President
West Coast Arborists, Inc.

VICTOR M. GONZALEZ
Commission # 1919509
Notary Public - California
Orange County
My Comm. Expires Jan 27, 2015

Richard Mahoney
Asst. Secretary/Vice-President
West Coast Arborists, Inc.

Sworn and subscribed before me this 11th day of July, 2014.

Notary Public

BID SCHEDULE

ANNUAL CITYWIDE TREE MAINTENANCE
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: West Coast Arborists, Inc.

CONTRACTOR'S LICENSE NO.: 366764

AUTHORIZED SIGNATURE: _____

TITLE: Patrick Mahoney, President

DATE: 08/10/26

BID SCHEDULE (Continued)

ANNUAL CITYWIDE TREE MAINTENANCE
IN THE CITY OF SIERRA MADRE, CALIFORNIA

*Typical Services

No.	Item Description	Estimated Quantity	Unit	Unit Price	Payment Reference	Item Amount
1	Grid Pruning 0-22" DBH	600	EA	$60.00		$36,000.00
2	Grid Pruning over 22" DBH	600	EA	$90.00		$45,000.00
3	Tree & Stump Removal	45	INCH	$75.00		$3,375.00
4	Tree Planting 15 gallon	20	EA	$200.00		$4,000.00
5	Tree Planting 24" box tree	30	EA	$475.00		$14,250.00
6	Arborist Risk Assessment	4	HR	$165.00		$660.00
7	Prune Fan Palm	10	EA	$90.00		$900.00
8	Crew Rental - 3 man crew	4	HR	$345.00		$1,380.00
9	Emergency Response	5	HR	$155.00		$775.00

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: $ 106,340.00

Bid Schedule Total (in words): One Hundred Six Thousand Three Hundred Forty Dollars

West Coast Arborists, Inc.
(Company Name of Bidder)

08/10/26
(Date)

BID BOND

ANNUAL CITYWIDE TREE MAINTENANCE

IN THE CITY OF SIERRA MADRE, CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS that Bidder West Coast Arborists, Inc., as PRINCIPAL, and Arch 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 the 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 4th day of August, 2026.

PRINCIPAL* West Coast Arborists, Inc.

Patrick Mahoney, President
2200 E. Via Burton, Anaheim, CA 92806

714-991-1900

SURETY* Arch Insurance Company

Rosa E. Rivas, Attorney-In-Fact
550 South Hope Street, Suite 2600, Los Angeles, CA 90017
707 Wilshire Boulevard, Suite 2600, Los Angeles, CA 90017
Surety: 213 283-3500 Agent: 949-608-6348

*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.

See attached CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On August 5, 2026 before me, Sarah Madrid, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Patrick Mahoney
Name(s) of Signer(s)

,

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

SARAH MADRID
Notary Public - California
Orange County
Commission # 2492757
My Comm. Expires Jun 21, 2028

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
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Bid Bond
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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CALIFORNIA ALL-PURPOSE 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 Orange

On 08/04/2026 before me, Charla Knapik, Notary Public, personally appeared Rosa E. Rivas 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.

CHARLA KNAPIK
Notary Public - California
Los Angeles County
Commission # 2543616
My Comm. Expires Dec 29, 2029

Signature _____
Signature of Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brenda Wong, Kathleen K. Freund, Mary L. Yohnke, Meghan Curry, Rosa E. Rivas, Samantha Russell and Tracy Aston of Los Angeles, CA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **15th day of December, 2025**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company CORPORATE SEAL 1971 Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
Michele Tripodi, Notary Public
Philadelphia County
My commission expires July 31, 2029
Commission number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2029

CERTIFICATION
I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated December 15, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 4th day of August, 20 26.

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com

Arch Insurance Company CORPORATE SEAL 1971 Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

NOT APPLICABLE - Surety bid bond executed

BID GUARANTEE

ANNUAL CITYWIDE TREE MAINTENANCE 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 certified check or cashier's check, 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

ANNUAL CITYWIDE TREE MAINTENANCE
IN THE CITY OF SIERRA MADRE, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: West Coast Arborists, Inc.

Business Address: 2200 E. Via Burton, Anaheim, CA 92806

Telephone: 714-991-1900 FAX: 714-956-3745

E-mail: vgonzalez@wcainc.com

CONTRACTOR's License No.: 366764 Date License Issued: 12/13/1978

License Expiration Date: 12/31/2026

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)

Patrick Mahoney / President /2200 E. Via Burton, Anaheim, CA 92806 / 714-991-1900

Richard Mahoney / Secretary /2200 E. Via Burton, Anaheim, CA 92806 / 714-991-1900

Rose Epperson / Treasurer /2200 E. Via Burton, Anaheim, CA 92806 / 714-991-1900

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

None

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)

None

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 10th day of August, 2026, at Anaheim, California.

Authorized Representative: Signature

Title Patrick Mahoney, President

EXPERIENCE STATEMENT

ANNUAL CITYWIDE TREE MAINTENANCE 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: Tree Trimming, Tree Maintenance, and Inspection Services Client: City of Duarte

Date: 1999 to Current Project Value: $225,000 Client Contact: Gerard Batista

Client Telephone # 626-357-7931 Client Email Address: gbatista@cityofduarte.ca.gov

Description: WCA provides routine tree maintenance services throughout the city including tree trimming, tree removal, tree planting, and inspection services. The City's tree inventory and work history is updated with each service through ArborAccess.

Subject to Federal Labor Standards: [Yes] No

Project Title: Annual Tree Trimming Contract Client: City of Monrovia

Date: 1999 to Current Project Value: $411,000 Client Contact: Todd Hull

Client Telephone # 626-256-8209 Client Email Address: thull@ci.monrovia.ca.us

Description: WCA provides for citywide tree maintenance, inspection, planting and removal each year for city-owned tree sites including parkway, parks and facilities. Emergency response is also provided. The City's tree inventory and work history is updated with each service through ArborAccess.

Subject to Federal Labor Standards: [Yes] No

EXPERIENCE STATEMENT (Continued)

ANNUAL CITYWIDE TREE MAINTENANCE
IN THE CITY OF SIERRA MADRE, CALIFORNIA

Project Title: Annual Tree Trimming Maintenance Client: City of Arcadia

Date: 2011 to Current Project Value: 305,000 Client Contact: Dave Thompson

Client Telephone # 626-256-6676 Client Email Address: dthompson@arcadiaca.gov

Description: WCA provides the City with tree maintenance services such as service request pruning, tree and stump removal, tree planting and special projects using crews and equipment as-needed. The City's tree inventory is maintained in ArborAccess and is updated with each new service request.

Subject to Federal Labor Standards: [Yes] No

Project Title: Citywide Urban Forestry Services Client: City of South Pasadena

Date: 1999 to Current Project Value: $550,000 Client Contact: Catrina Peguero

Client Telephone # 626-403-7376 Client Email Address: cpeguero@southpasadenaca.gov

Description: WCA provides routine tree maintenance services throughout the city including tree trimming, tree removal and tree planting. The City's tree inventory and work history is updated with each service through ArborAccess. Emergency response is also provided.

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 10th day of August, 2026 at Anaheim, California.

Authorized Representative: Signature

Title Patrick Mahoney, President

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

ANNUAL CITYWIDE TREE MAINTENANCE
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)
None to be used.				

Name, License No., and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)
None to be used.				

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: West Coast Arborists, Inc.

AUTHORIZED SIGNATURE: _____ Patrick Mahoney, President

Date: 08/10/26

STATEMENT REGARDING INSURANCE COVERAGE

ANNUAL CITYWIDE TREE MAINTENANCE

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: West Coast Arborists, Inc.

MAILING ADDRESS: 2200 E. Via Burton

Anaheim, CA 92806

AUTHORIZED SIGNATURE:

TITLE: Patrick Mahoney, President

DATE: 08/10/26

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

ANNUAL CITYWIDE TREE MAINTENANCE
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: 366764

License Expiration Date: 12/31/26

Authorized Signature: _____ Patrick Mahoney, President

Date: 08/10/26

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the President of West Coast Arborists, 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 10th day August, 20 26 at Anaheim, California.

CONTRACTOR's Signer's Name

Patrick Mahoney, President
CONTRACTOR's Signer's Title

West Coast Arborists, Inc.
CONTRACTOR's Business Name

Contractor's Business Address:

2200 E. Via Burton
Mailing Street Address

Anaheim, CA 92806
City, State, Zip Code

714-991-1900
Telephone #

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On August 10, 2026 before me, Sarah Madrid, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Patrick Mahoney
Name(s) of Signer(s)

,

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

SARAH MADRID
Notary Public - California
Orange County
Commission # 2492757
My Comm. Expires Jun 21, 2028

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
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Non-Collusion Affidavit
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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Setting the Gold Standard

by partnering with over 400 communities

City of Sierra Madre

RFP for Citywide Tree Maintenance Project

West Coast Arborists, Inc.
WCAINC.COM • (800) 521–3714
LIC #366764 • DIR #1000000956

West Coast Arborists, Inc.

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August 10, 2026

City of Sierra Madre
Attn: Citywide Tree Maintenance Project
232 West Sierra Madre Boulevard
Sierra Madre, CA 91024

RE: Citywide Tree Maintenance Project
Due: Wednesday, August 12, 2026 at 2:00PM

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for citywide tree maintenance services for the City of Sierra Madre. WCA is a family-owned and operated company employing over 1,200 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability. Our proposal is valid for a period of 180 calendar days.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 54-year track record of working for more than 400 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping), Class C49 (Tree and Palm), and Class C31 (Traffic Control). We currently employ over 125 Certified Arborists and over 155 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Anaheim Office located at 2200 East Via Burton, Anaheim, CA 92806. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Herminio Padilla, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 412-7577 or hpadilla@wcainc.com.

Sincerely,

Patrick Mahoney, President

EXECUTIVE SUMMARY

West Coast Arborists, Inc. (WCA) is proud to submit our proposal to continue serving the **City of Sierra Madre** with comprehensive citywide tree maintenance services. WCA has proudly served the City **since 1999**, representing more than 27 years of continuous experience, partnership, community involvement, and commitment to preserving and enhancing Sierra Madre's urban forest.

Our relationship with Sierra Madre extends well beyond the performance of a contract. Over the years, WCA has developed a strong understanding of the City's tree population, neighborhoods, operational needs, service expectations, and community character. That familiarity allows our team to respond efficiently, perform consistently, and continue providing service without disruption or a learning curve.

Since 2015, WCA has received **10 letters of recognition** acknowledging the professionalism, responsiveness, courtesy, and quality of work performed by our employees. These recognitions provide meaningful evidence of WCA's past performance and reflect the pride our crews take in serving Sierra Madre.

WCA understands that Sierra Madre's urban forest is an important part of the City's identity. Located at the base of the San Gabriel Mountains, Sierra Madre has preserved a distinctive small-town character that its residents value. Our responsibility is therefore greater than simply completing tree maintenance assignments. It is to perform that work safely and professionally while protecting the City's trees, infrastructure, neighborhoods, and quality of life.

Our team is prepared to provide the complete range of services identified by the City, including **routine tree trimming, tree removals, stump removal, tree planting, extraordinary maintenance, and 24-hour emergency response**. WCA is also prepared to support the City's tree asset management requirements through a comprehensive tree inventory and online management system compatible with the City's GIS, providing staff with valuable information on tree species, size, location, condition, and work history.

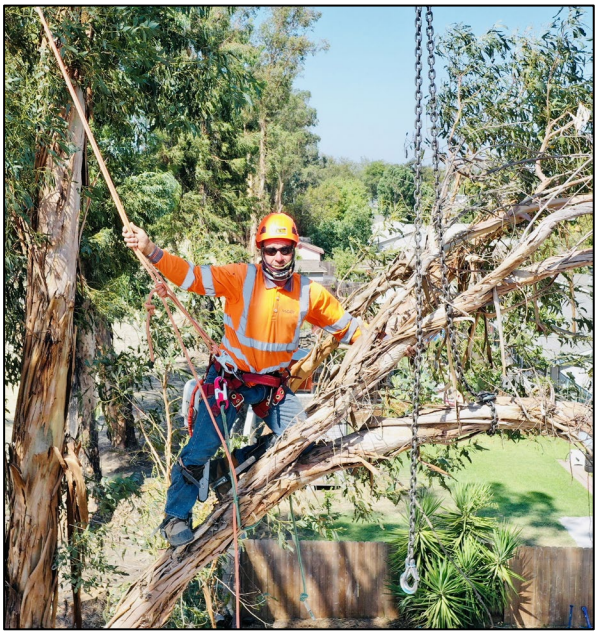
Our commitment to Sierra Madre also extends **beyond our contractual responsibilities**. WCA has proudly supported local programs and events, including the **Sierra Madre Wildlife Calendar, Fourth of July Community Event, Oktoberfest, and the Annual State of the City**. We believe a municipal contractor should not simply work in a community; it should be a partner to that community.

WCA brings Sierra Madre the strength, resources, and technical capabilities of an experienced municipal tree-care organization, combined with the familiarity, responsiveness, and accountability of a team that has served the City for more than a quarter century.

We respectfully ask the City to consider not only what WCA proposes to do, but what our team has demonstrated since 1999: a proven commitment to Sierra Madre, its urban forest, its residents, and its community. We welcome the opportunity to continue this successful partnership for many years to come.

B. OVERVIEW & APPROACH FOR THE CITY OF SIERRA MADRE

Efficient, Scalable Service Delivery Model



WCA's service approach is designed to:

- Maximize grid pruning efficiency
- Reduce long-term maintenance costs
- Ensure consistent service across all City areas
- Minimize repeat work and service requests

Performance Outcome:

- Lower lifecycle cost per tree
- Improved service consistency
- Reduced backlog and complaint volume

Tree Pruning Services

Tree pruning services may be performed within designated districts, parks, or grid areas on a defined cycle, often encompassing all trees within the specified zone. Services include structural pruning, crown raising, and light crown cleaning, all conducted in accordance with the International Society of Arboriculture's Best Management Practices. No more than 25% of live foliage is removed during any pruning cycle to ensure long-term tree health and structural integrity.

Special Request Tree Pruning

Special Request Tree Pruning is performed on specific trees designated by the City's Arborist or authorized representative. These services may include structural pruning, crown raising, crown cleaning, restorative pruning, or corrective pruning due to a hanging or broken limb, each completed in full compliance with the International Society of Arboriculture's Pruning Standards and Best Management Practices.

When conditions warrant a reduction of canopy mass or excessive limb weight, crown reduction pruning may be implemented to enhance overall tree health and structural stability. This service is provided at the agreed-upon rate established between the City and West Coast Arborists, Inc.

Line Clearance (as necessary)

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Young Tree Care

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following under the hourly rate:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement

Palm Tree Pruning

WCA will provide professional palm tree pruning services to maintain the health, safety, and appearance of all designated palms within the City property. Work will include the removal of dead, damaged, or hanging fronds, seed pods, and excessive growth as needed. All pruning will be performed in accordance with industry standards and local regulations to ensure proper tree care and public safety. Debris generated from pruning activities will be collected, hauled off, and disposed of properly, leaving the work area clean and free of hazards upon completion.

Tree and Stump Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification. Our standard stump grinder is the *Vermeer SC802*. This stump grinder is ideal for any size job and can be used to grade large stumps. We also use the *Dosko SC69* stump grinders. These are intended to remove tree stumps and exposed root systems close to ground level. Tree removal and stump removal are to be charged separately in accordance with the contract.

Tree Planting Services

We can plant new trees and/or replace trees that have been removed in accordance with the City's specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

Tree Watering Services

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the Agency. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.

Emergency Response Services

We are fully prepared to respond to tree-related emergencies 24 hours a day, 7 days a week, including weekends and holidays. Emergency calls are received through **our toll-free number, 866-LIMB-DOWN (866-546-2369)**, which will be provided to the City, as well as local Police and Fire Departments for direct access when urgent conditions arise.

Upon notification, our emergency response team will take all necessary actions to promptly mitigate hazardous tree or tree-related conditions and render the site safe until permanent corrective work can be completed during the following workday.

Our emergency response resources include a large, well-equipped fleet of specialized arboricultural vehicles and equipment capable of addressing any tree-related hazard, from storm-damaged limbs and fallen trees to immediate public safety concerns involving roadways, sidewalks, or critical infrastructure.

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.

WCA provides the technology, management, and civic experience that makes it the preferred tree management partner across the West.

Plant Health Care (PHC) Services

Tim Crothers, Plant Health Care Manager
ISA Board Certified Master Arborist WE-7655 BUM
DPR Qualified Pest Control Applicator #145321, QAL Category B & D

West Coast Arborist's Plant Health Care (PHC) Program, managed by Mr. Crothers, is designed to support the long-term vitality, safety, and sustainability of the urban forest. Our approach goes well beyond standard chemical applications by emphasizing science-based care, proactive monitoring, and environmentally responsible treatment strategies.

WCA has developed an efficient and **comprehensive Integrated Pest Management (IPM) Program**, which prioritizes accurate diagnosis and targeted treatment rather than routine or unnecessary pesticide use. All recommended actions are based on careful evaluation of tree health conditions, pest activity, and environmental factors.

Our PHC team is staffed with highly trained, licensed applicators and professional advisors who are fully compliant with the **California Department of Pesticide Regulation** and committed to using methods that are safe, effective, and environmentally conscious. This service allows WCA to provide the City with:

- **Accurate Diagnosis and Assessment**

  Proper identification of pest, disease, and physiological disorders through detailed on-site inspections, with laboratory testing performed when necessary to confirm findings.

- **Proactive and Preventative Care**

  Early detection and proactive recommendations that reduce the potential for widespread pest infestations and disease outbreaks, minimizing long-term impacts and costs.

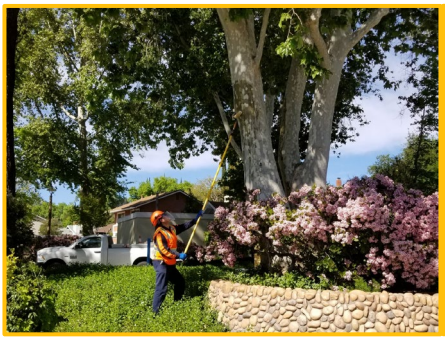
- **Customized Treatment Plans**

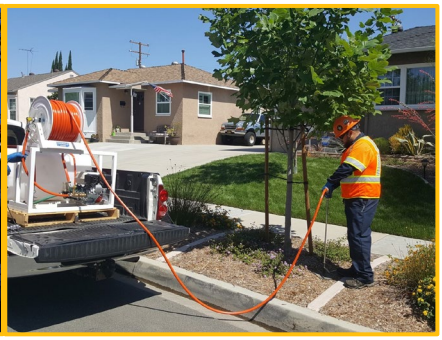
  Site-specific solutions that may include cultural practices, soil health improvements, biological controls, or targeted applications only when warranted.

- **Ongoing Monitoring and Follow-Up Evaluations**

  Post-treatment assessments to ensure that recommended measures are effective and that tree health is improving, resulting in a balanced, resilient, and thriving urban forest.

Through this comprehensive PHC approach, WCA helps protect valuable community tree assets while promoting responsible stewardship and sustainable urban forests.





Implementation, Quality Control & Safety

Implementation Plan

WCA will ensure a seamless transition and immediate service continuity through the following:

Day 1–30 Transition Plan

- Assign a dedicated Area Manager and crews
- Review City priorities, inventory, and backlog
- Deploy initial crews within the first operational week

Ongoing Operations

- Balanced workload distribution across the fiscal year
- Weekly progress reporting and coordination meetings
- Real-time schedule adjustments based on City needs

Risk Mitigation

- Redundant crews to prevent service delays
- Backup equipment readily available to eliminate downtime
- Established emergency response infrastructure

Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.

Area Manager: Herminio Padilla

ISA Utility Arborist Certification #: WE-7552AU
TCIA CTSP #139
ATSSA Traffic Control Technician #00228618

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manger will provide overall field supervision and crew management.

Daily Management

Daily management will consist of, but not be limited to:

- Email notification complete with location, crew, equipment type, and work description
- Supervise crew personnel to ensure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of the work zone
- Ensure work area is left free of debris at the end of the shift
- Maintain good public relations at all times
- Provide immediate notification to City Inspector upon damage to personal property, including a plan for corrective measures to take place within 48 hours

Weekly Management

Weekly management will consist of, but is not limited to:

- Weekly inspection of work completed
- Meet with the City to review work schedule and progress
- Ensure standards of pruning are performed in accordance with City specifications
- Maintain open communication

Scheduling of Work

Guaranteed Response and Scheduling Performance. WCA commits to the following measurable service levels:

Service Type	WCA Commitment
Emergency Dispatch	Within 1 hour
Emergency On-Site	Within 2 hours
Emergency Make-Safe	Within 24 hours
Service Requests	Completed within 48 hours
Grid Pruning	100% completion within cycle

Public Notification

Upon City staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree planting, door hangers will be provided to residents, instructing them on proper care for their newly planted tree. For more comprehensive outreach, we can also submit a press release for special projects or routine maintenance. The City may modify the procedures and materials we notify residents about.

WCA's Communication Systems

Our use of modern, reliable communication systems enhances our daily job performance by increasing efficiency. Management and field personnel use smartphones as both navigation and communication devices in the field. Smartphones have proven to be a convenient way to input data for tree inventories, daily work records, timesheets, photos, and billing information, eliminating the need to handwrite data and improving customer service by minimizing response time.

Permits and Licensing

WCA currently holds a valid City Business License and, if necessary, will obtain any "no-fee" permits prior to commencing work. Permits (e.g., encroachment, traffic control, etc.) that require fees will be charged back to the City.

Right-of-Way Presence

All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks, or any other reason, or use water or electricity from such property without prior written permission of the owner.

Cooperation and Collateral Work

WCA will grant the right to operate within the project to Agency workers and/or other contractors, utility companies, street sweepers, and others, as needed, in a cooperative effort to minimize interference with daily operations.

Project Site Cleanliness

The work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air contaminants in quantities that violate the regulations of any legally constituted authority.

West Coast Arborists, Inc.

Emergency Contacts

In case of emergency AFTER normal business hours:

866.546.2369

Leave a message, if you do not receive a call back within 10 minutes, call the following contacts in order:

Juan Tellez, Foreman
714.381.5171

Isaias Macias, Supervisor
626.255.2803

Herminio Padilla, Area Manager
714.412.7577

AFTER confirmation from on-call Manager, you can email multiple locations to:

LimbDown@WCAInc.com

Normal Business Hours
714.991-1900

Sample Planting Door Hanger

Quality Control

Feedback

WCA regularly receives and tracks customer and resident feedback to acknowledge good performance and provide prompt resolution for any negative comments. Every month, the management team reviews the feedback summary and sends it to the City.

Customer Service Department

As we work with or near the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department, with each Customer Service Representative (CSR) trained to address concerned residents and bystanders.

Nicole Angene

From: Valerie Ferchaw <VFERCHAW@santa-clarita.com>
Sent: Tuesday, July 21, 2020 5:58 PM
To: Nicole Angene; Herminio Padilla; Gerardo Perez
Cc: Andy Trotter; Pat Mahoney; Victor Gonzalez
Subject: Thank you, WCA!

Herminio, Nicole, & Gerardo,

A big THANK YOU for the beautiful trimming of the City of La Canada 'street tree' (coast live oak) at the frontage of my residence today.

From start to finish, you all provided top-notch service. Albeit I know how ***awesome*** you are from our professional collaboration, experiencing it all first-hand, as a resident, provides a new vantage point. I was absolutely impressed by the customer service experience your team provided—Just as importantly, I knew that the beloved oak was in the best hands. Stellar!

With much appreciation,
Valerie

Valerie Ferchaw
Urban Forestry Administrator
City of Santa Clarita

Phone: (661) 294.2569
Email: vferchaw@santa-clarita.com
Web: http://www.santa-clarita.com

City of SANTA CLARITA

Complaints & Damage Resolution

Should there be any property damage, we follow specific procedures to resolve the issue. The Foreman on the job site will notify the resident and the Inspector immediately.

If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as when we entered. We will notify the Agency Representative immediately of any damage to private property, including plans for corrective measures to be implemented within 48 hours.

Any activities found by the Agency to be unacceptable will be rectified immediately. All other **complaints will be abated or resolved within twenty-four (24) hours** of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we can dispatch either team and have them respond immediately to the site for proper repair.

We pride ourselves on professional workmanship to avoid incidents like this; however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.

Protection of Public and Private Property

WCA will provide all necessary safety measures to protect the public and workers in the work area. We will maintain good public relations at all times, and the work will be conducted in a manner that will cause the least disturbance.

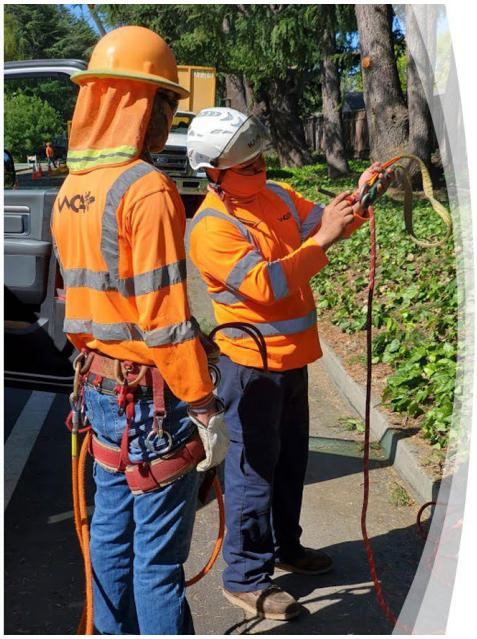
Safety & Training

Safety Program

Safety standards are top priority at WCA. Our line of work demands that all work be performed in a manner that provides the maximum safety to the general public and our employees. Our crews are instructed to follow the ANSI Z133.1 safety standards and Cal-OSHA requirements. We have one of the most extensive safety training programs in the industry. We provide our employees with state-of-the-art training tools and company-wide instructional sessions. Our insurance carriers and Cal-OSHA have recognized us repeatedly for outstanding safety training efforts.

We have a full-time Safety & Training Manager, Dane Jensen, who is professionally trained in horticulture (his qualifications are listed below). As WCA's Training Manager, Dane is responsible for staying up to date on all tree-related industry standards related to safety and the wellness of our employees and the public we serve. Training materials are regularly reviewed and updated to ensure WCA employees receive the proper education, instruction, and hands-on experience needed to perform their day-to-day activities safely and efficiently. Training topics include a full circle from proper pruning techniques, arboriculture, to customer service, and everything in between.

- **ISA Certified Utility & Municipal Arborist #WE-12014A**
- **ISA Skills Test Evaluator—TW Climber**
- **TCIA Certified Treecare Safety Professional #3303**
- **ISA Tree Risk Assessment Qualification #E4068**
- **American Heart Association BLS and First Aid Instructor**



Our line of work demands that all work is performed in a manner that provides the maximum safety to the general public as well as our employees.

Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances that apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the City (excluding emergency services).

Safety Performance and Accountability

WCA maintains a comprehensive safety program supported by:

- ANSI Z133 and Cal-OSHA compliance
- Dedicated Safety & Training Manager (Mr. Dane Jensen)
- Routine field audits and crew inspections
- Telematics technology also supports WCA's safety program by monitoring driver behavior and vehicle operation. This proactive approach helps reduce accidents, improve driver safety, and minimize public risk.

Measured Safety Performance:

- Experience Modification rating (EMR) below industry average
- Documented incident reduction trends
- Ongoing training and certification compliance

Risk Reduction for the City:

- Reduced liability exposure
- Safer public work zones
- Documented compliance for all operations

Traffic Control

Traffic control procedures will be set up in accordance with the Work Area Traffic Control Handbook (WATCH) and the State of California Manual of Traffic Controls and the Agency Traffic and Safety Operating Rules. **WCA holds a Class C31 (Traffic Control) license**. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High-visibility arrow board(s) will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is barricaded or otherwise kept safe, at least one worker will coordinate safe operations on the ground during work.

ATSSA
SAFER ROADS SAVE LIVES

WCA is dedicated to health and safety for trees, employees, and the community.

West Coast Arborists, Inc.

Equipment

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during this project will meet state and federal safety requirements and have all required certifications.

CHP Biennial Inspection of Terminal Certification

We have successfully been awarded the **CHP Biennial Inspection Award of Recognition**. This inspection has assisted our company in instituting several safety programs, including our Preventive Maintenance Program, which is utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods, and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

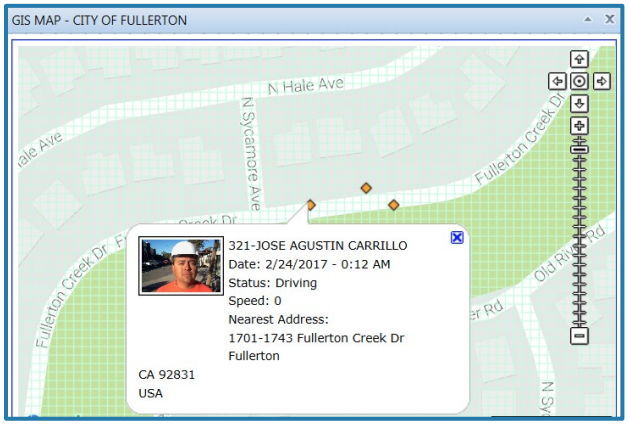
Telematics (GPS)

WCA has partnered with Geo-Tab to provide **GPS units on all vehicles and equipment**. This investment has given our customers and us the following benefits:

- Provide faster response times and more efficient routing, allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits, such as speed and idle time, and reducing total miles driven, which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions, GPS units help us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles, reducing liability costs which can be passed on to customers

Equipment List Summary	
Pick Up Trucks	458
Aerial Lift Devices	396
90-ft Aerial Devices	18
Dump Trucks	237
Flat Beds	51
Field Service Trucks	37
Arrowboards	102
ATVs	14
Stump Grinders	72
Loaders / Bobcats	111
Rubber Track Loader	2
Root Pruners	2
Roll off Trucks	67
Saw Mill	4
Log Skidder	4
Back Hoes	1
Brush Chippers	214
Cranes	9
Horizontal Grinder	1
Tub Grinder	1
Masticator	1

Modern fleet consisting of **1800+** pieces of equipment.



In-House Fleet Maintenance

We currently have **more than 1,800 pieces of fairly new equipment**, enabling us to replace equipment immediately should unforeseen mechanical problems arise. We employ over **80 full-time mechanics** who perform an in-house fleet maintenance program. This allows our equipment to remain in good operating condition, which is necessary to meet the City's needs. Our mechanics generally work on a single line of equipment, and by keeping it as uniform as possible, they really get to know it inside and out, minimizing downtime. Equipment is assigned to different crews, and if the crew is shared with another contract, the equipment will be as well.

Preventative Maintenance Program

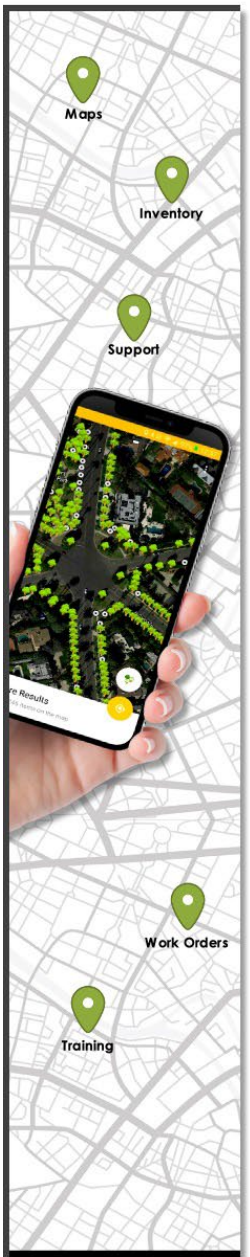
All WCA equipment goes through our Preventative Maintenance program. From our solar-powered arrow boards to our Freightliner Roll Off trucks. Our mechanics generally work on a single line of equipment, and by keeping it as uniform as possible, they really get to know it inside and out, minimizing downtime.

Sustainability

Over the last few years, we have invested heavily in new equipment to keep our fleet modern, comply with state requirements, meet demand, and reduce our environmental impact. We understand, with a fleet as large as ours, that we are responsible for the emissions our vehicles produce and actively work to monitor and reduce our carbon footprint.

Through our ability to dedicate specific pieces of equipment for this project, we believe it will lead to a successful program.

Technology & Information Management



West Coast Arborists has completed **300+** GPS tree inventories.

ArborAccess

WCA will provide and operate ArborAccess, its web-based computerized tree inventory and asset management system, **at no cost to the City**, in full compliance with RFP requirements, and which directly satisfies the City's requirements for:

- Tree inventory management
- Work order tracking
- Real-time reporting
- Historical maintenance records

Benefits to the City:

- Full visibility into all work performed
- Reduced administrative workload
- Real-time contract performance tracking
- Transparent and defensible reporting

ArborAccess Features

Create work orders
View tree site details
View work history
View invoices
Mobile app
Live data
GIS/GPS mapping
Recycling reports

Inventory Methodology and Professional Standards

The inventory update will be carried out using a limited visual inspection method following: ANSI A300 Tree Care Standards, ANSI Z133 Safety Standards, International Society of Arboriculture (ISA) tree inventory best management practices, and industry-recognized municipal tree inventory protocols. Each tree and vacant planting site will be updated to ensure full compatibility with the City's GIS base layers, including streets, parcels, addresses, rights-of-way, and hardscape datasets, as required by the RFP.

Inventory Staffing, Quality Control, and Data Integrity

Tree inventory work will be completed by WCA's dedicated tree inventory and plant health care staff, drawing from **a pool of 20+ trained and certified personnel, including: ISA Certified Arborists, TRAQ-qualified arborists, Board Certified Master Arborists (BCMA), Wildlife-trained personnel, Qualified Applicator License (QAL) holders,** and various additional industry certifications and licenses. An experienced Inventory Supervisor will oversee data collection and perform ongoing quality assurance and quality control (QA/QC) to ensure accuracy, consistency, and compliance with City and RFP standards. Inventory data will be updated in real time in the field, enabling real-time tracking of changes and ensuring the City always has access to the latest information.

WCA's Telematics Program

WCA utilizes an advanced telematics program integrated across its fleet and operations to enhance efficiency, accountability, safety, and service delivery for the City.

WCA's telematics system provides **real-time visibility into field operations**, allowing management to monitor vehicle location, crew activity, routing efficiency, and equipment utilization throughout the workday. This level of oversight ensures that operations are performed efficiently and in alignment with City priorities.

Operational Efficiency and Routing

Telematics data is used to optimize daily routing and crew deployment, reducing travel time between job sites and improving productivity. By analyzing route patterns and field activity, WCA can:

- Minimize non-productive travel time
- Improve scheduling accuracy and adherence
- Increase the number of work orders completed per day
- Reduce fuel consumption and operating costs

This results in more efficient service delivery and better overall value to the City.

Safety Enhancement

Telematics technology also supports WCA's safety program by monitoring driver behavior and vehicle operation.

- Tracking of driving patterns such as speed, braking, and idling
- Identification of unsafe driving behaviors
- Reinforcement of safe driving practices through training and coaching

This proactive approach helps reduce accidents, improve driver safety, and minimize risk to the public.

Fleet Management and Maintenance Support

Telematics data is integrated into WCA's fleet management program to support preventative maintenance and equipment reliability.

- Monitoring of engine hours, usage, and performance
- Scheduling of maintenance based on actual equipment utilization
- Early identification of potential mechanical issues

This ensures that equipment remains in optimal condition and reduces the likelihood of unexpected breakdowns.

WCA's IT Staff

WCA's technology platforms are supported by a dedicated **in-house IT and GIS team of over 10 full-time professionals** with expertise in enterprise systems, GIS integration, mobile applications, and data security. Team credentials include Microsoft Certified Professionals, GIS specialists, FAA-certified remote pilots, and telematics installers, ensuring ArborAccess and related systems are continuously maintained, improved, and fully compatible with municipal GIS environments. This internal expertise enables WCA to deliver responsive technical support, maintain data integrity, and foster ongoing innovation throughout the contract lifecycle.

Data Collected for Each Tree and Vacant Site

WCA will build on the City's existing inventory database. All current data points will be reviewed and updated as needed, and new records will be added for trees and vacant sites not yet included. The inventory will, at a minimum, include all required RFP fields and any additional attributes mutually agreed upon with the City. The final set of inventory fields will be determined during a pre-start scope refinement meeting to ensure they align with the City's reporting needs, management objectives, and long-term urban forest planning goals.

Mobile Application with Detailed Tree Site Characteristics

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.

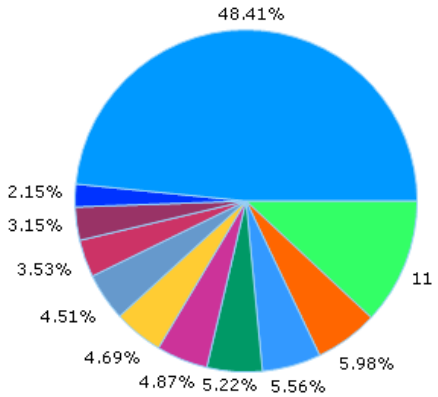
Tree Maintenance Records

Accurate maintenance records for each location oftentimes can assist the City with liability claims. Maintaining a detailed history of work performed at each location demonstrates good faith in preserving each location's urban forest. It is imperative that work requests be pulled from the system before work is performed.

West Coast Arborists, Inc.

Sample: Species Frequency Report

The Species Frequency report can assist the City in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, a deadly disease, or even in estimating future maintenance costs. In addition, an analysis can be conducted to evaluate the performance history of a particular species within your Agency.



	Top 10 Species
	11.94% MEXICAN FAN PALM
	5.98% LONDON PLANE
	5.56% JACARANDA
	5.22% SOUTHERN MAGNOLIA
	4.87% INDIAN LAUREL FIG
	4.69% CANARY ISLAND PINE
	4.51% CANARY ISLAND DATE PALM
	3.53% CHINESE ELM
	3.15% RAYWOOD ASH
	2.15% VICTORIAN BOX
	48.41% OTHER

Detailed Reporting Options		
Inventory	**Work History**	**District Frequency**
View Invoices	**Work Type by District/Zone**	**Species Frequency** (sample above)
Job Balances	**DBH Frequency**	**All Trees at an Address**
Recycling	**Height Frequency**	**Estimated Tree Value**

West Coast Arborists, Inc.

COMPANY INFORMATION
President: Patrick Mahoney
Organization Type: Corporation
Established: 1972
Federal Tax ID: 95-3250682
DIR Registration: 1000000956
Members of Laborers' Union: LiUNA!
SAM Entity ID: CFJMVMJ9NSD1
Website: wcainc.com

CORPORATE OFFICE
2200 E. Via Burton St.
Anaheim, CA 92806

REGIONAL OFFICES
Arlington, TX
Escondido, CA
Fresno, CA
Indio, CA
Ontario, CA
Phoenix, AZ
Riverside, CA
Sacramento, CA
San Diego, CA
San Jose, CA
San Francisco, CA
Santa Clarita, CA
Stockton, CA
Ventura, CA

CONTRACT ADMINISTRATION
Victor Gonzalez, Vice President
Corporate Office
Phone (714) 991-1900
Fax (714) 956-3745
Email: vgonzalez@wcainc.com

FIELD MANAGEMENT
Herminio Padilla, Area Manager
2200 E. Via Burton
Anaheim, CA 92806
Phone (714) 991-1900
Fax (714) 956-3745
Email: hpadilla@wcainc.com

EMERGENCY RESPONSE 24/7
1-800-LIMB-DOWN

C. COMPANY PROFILE

Company Introduction

WCA is a Proven Municipal Tree Management Provider Delivering Measurable Performance.

West Coast Arborists, Inc. (WCA) has provided municipal tree maintenance services since 1972 and currently supports over 400 public agencies with scalable, performance-driven urban forestry programs. WCA delivers measurable results aligned with public agency expectations, including:

- **Over 712,000 trees pruned annually**
- **24/7 emergency response with documented tracking**
- **Proven ability to manage multi-million-dollar contracts**
- **Established presence in the City of Sierra Madre since 1999**

WCA's service model is built on measurable performance, accountability, and regulatory compliance, ensuring that all work is delivered in alignment with contract requirements, ANSI A300 standards, and ISA Best Management Practices.

Our Vision

WCA is dedicated to responsible corporate stewardship in every community we serve. We maintain the highest standards of ethical conduct and environmental responsibility, ensuring transparent communication with our clients and the public. Our goal is to lead the industry in advanced urban tree care and management services through innovation, accountability, and consistent operational excellence.

100% Customer Satisfaction

WCA remains committed to providing exceptional service and tangible value to our clients. Customer satisfaction is not just a priority; it is the core of our operational philosophy. Our long-standing reputation for reliability, integrity, and excellent workmanship reflects this dedication. Every team member is empowered to take the necessary actions to ensure work is done correctly, efficiently, and to the highest professional standards. By focusing on quality from the start, we reduce disruptions, lower long-term costs, and deliver dependable results our clients can trust.

West Coast Arborists, Inc.

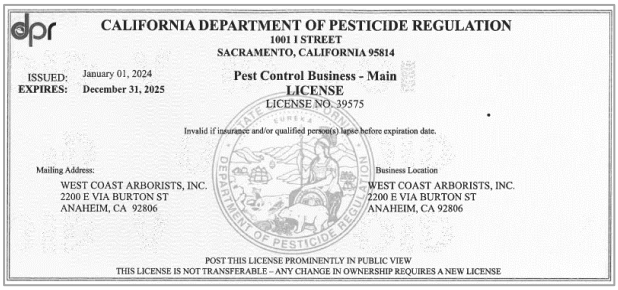
Corporate Capabilities

West Coast Arborists, Inc. is committed to delivering superior performance to the City by adhering to defined specifications, established budgets, and agreed-upon schedules. Our long-standing reputation for quality is the direct result of the disciplined systems, skilled personnel, and proven methodologies we apply to each engagement. These capabilities provide our clients with confidence in our ability to manage their urban forest effectively and consistently meet high service expectations.

- In business continuously and actively since 1972
- Contractor's License C61/D49, C49, C27, C31, C21, A & B
- Over $25,000,000 line of credit available
- Annual financial audits available upon request
- Bonded by ARCH, an A+ rated company
- 1,200+ employees
- 400+ contracts with public agencies
- 125+ Certified Arborists
- 170+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 712,000 trees **pruned** annually over past 3 years
- Avg. 46,000 trees **removed** annually over past 3 years
- Avg. 20,000 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- **Fully insured with insurance up to $25 million**
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over $220 million annually
- Fleet of approximately **1,800 pieces of equipment**

Active Memberships:

Tree Care Industry Association (TCIA)
International Society of Arboriculture (ISA)
League of California Cities (LCC)
California Parks & Recreation Society (CPRS)
Association of CA Cities, Orange County (ACCOC)
Maintenance Superintendents Association (MSA)
California Landscape Contractors Association (CLCA)
Street Tree Seminar (STS)
California Urban Forest Council (CaUFC)
American Public Works Association (APWA) Western Chapter International Society of Arboriculture (WCISA)


dpr
CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2024
EXPIRES: December 31, 2025

Pest Control Business - Main
LICENSE
LICENSE NO. 39575

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address:
WEST COAST ARBORISTS, INC.
2200 E VIA BURTON ST
ANAHEIM, CA 92806

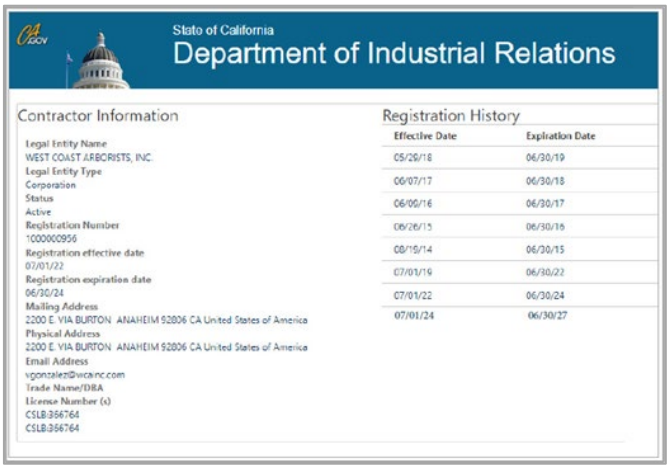
Business Location
WEST COAST ARBORISTS, INC.
2200 E VIA BURTON ST
ANAHEIM, CA 92806

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE – ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number 366764
Entity CORP
Business Name WEST COAST ARBORISTS INC
Classification(s) C61/D49 C27 A C21 B C31 C49
Expiration Date 12/31/2026
www.cslb.ca.gov
CSLB


State of California
Department of Industrial Relations

Contractor Information
Legal Entity Name
WEST COAST ARBORISTS, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000000956
Registration effective date
07/01/22
Registration expiration date
06/30/24
Mailing Address
2200 E. VIA BURTON ANAHEIM 92806 CA United States of America
Physical Address
2200 E. VIA BURTON ANAHEIM 92806 CA United States of America
Email Address
vgonzalez@wcainc.com
Trade Name/DBA
License Number (s)
CSLB:366764
CSLB:366764

Registration History

Effective Date	Expiration Date
05/29/18	06/30/19
06/07/17	06/30/18
06/00/16	06/30/17
06/26/15	06/30/16
08/15/14	06/30/15
07/01/19	06/30/22
07/01/22	06/30/24
07/01/24	06/30/27

WCA's Commitment to Accountability, Transparency & Performance

Citywide Tree Inventory Commitment: WCA acknowledges the City's requirement to complete a comprehensive inventory of Sierra Madre's urban forest within six months of contract initiation at no additional cost to the City. WCA will utilize our experienced inventory personnel and ArborAccess platform to systematically verify tree and planting sites, collect the required attributes, document work histories and locations, and provide City staff with online access to the resulting information. All inventory data collected for Sierra Madre will remain the property of the City and will be maintained in a format compatible with the City's GIS.

Emergency-Response Plan: WCA maintains a 24-hour, 7-day-per-week emergency response program and is prepared to respond to the City of Sierra Madre within the RFP-required two-hour response period following notification of an emergency. Upon receiving a call, WCA's management team will immediately assess the situation and dispatch the appropriate personnel and equipment to secure the affected area, address hazardous tree conditions, and restore the public right-of-way to safe operating conditions. Our extensive regional resources allow WCA to supplement regularly assigned personnel with additional tree crews, Certified Arborists, aerial towers, loaders, cranes, chippers, and other specialized equipment when conditions require a larger response. During major storms or multiple simultaneous emergencies, WCA will coordinate priorities directly with City staff and strategically deploy resources to address the most critical public-safety concerns first. All emergency activities will be documented and communicated to the City, providing Sierra Madre with a responsive, organized, and accountable emergency tree-care program.

Extraordinary Work Pricing: WCA confirms that all hourly labor rates submitted in the Bid Proposal are fully burdened and represent the total labor cost to the City for extraordinary maintenance and emergency services. These rates include all employee wages, health and welfare benefits, pension and other fringe benefits, workers' compensation, insurance, payroll-related taxes and assessments, applicable union costs, supervision, administrative expenses, overhead, and profit. No additional labor surcharges will be applied beyond the rates provided in WCA's Bid Proposal unless specifically authorized by the City in accordance with the Agreement. Similarly, WCA's submitted hourly equipment rates represent the total cost for use of the specified equipment and include the costs associated with mobilizing and transporting the equipment to and from the work site. WCA understands that no separate mobilization, transportation, mileage, or similar equipment charge will be assessed unless expressly authorized under the Agreement.

Materials Markup: WCA acknowledges and agrees to the City's requirements regarding materials used for extraordinary maintenance services. Materials will be invoiced at WCA's actual supplier cost plus the percentage markup identified in our Bid Proposal, not to exceed 15%. WCA will maintain appropriate supplier invoices and supporting documentation to substantiate material costs and will make such records available to the City upon request. All materials and parts furnished will be new unless otherwise approved by the Public Works Director. This pricing approach provides the City with transparent, verifiable material costs while ensuring compliance with the requirements of the Agreement.

Permits/Licenses: WCA is responsible for obtaining necessary permits and licenses and paying associated charges and fees, if required.

Invoice Controls: WCA maintains a robust and well-established billing and work-order management process specifically designed to support the requirements of our public agency customers. As work is authorized and completed, our field and administrative teams coordinate to document completed services, labor hours, equipment usage, materials, locations, and applicable work-order or Task Order information. This documentation is reviewed internally for accuracy and completeness before an invoice is submitted to the City. WCA's management and accounting personnel routinely monitor outstanding and completed work to ensure services are invoiced promptly and within required contractual timeframes. For Sierra Madre, WCA will specifically track the City's requirement that invoices be submitted within 30 days of completion, ensuring that completed work does not approach the RFP's 90-day limitation for payment.

For extraordinary maintenance and emergency services, WCA will maintain detailed records supporting the labor hours, equipment utilized, and materials incorporated into the work. Material charges will be supported by supplier documentation when applicable and invoiced in accordance with the City's allowable markup provisions. This multi-level review process provides the City with timely, accurate, transparent, and easily verifiable invoices, while reducing billing discrepancies and minimizing the administrative burden on City staff. WCA's extensive experience administering hundreds of public agency contracts has enabled us to develop the internal controls and administrative resources necessary to closely manage work authorization, documentation, invoicing, and contract compliance from the field through final billing.

D. PERSONNEL QUALIFICATIONS

Introduction

West Coast Arborist's (WCA) consists of a management team, a safety committee, support staff, trained mechanics, and dedicated field crews. Its staff members come from various educational backgrounds, including accounting, business administration, engineering, and forestry.

WCA's Proud Work Force

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement. The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. **The rates included in the Cost Proposal are based on the current prevailing wage determination for "Tree Maintenance (Laborer)."**

Certification

WCA encourages its employees to become certified by the International Society of Arboriculture to raise the standards of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers.

WCA employs the largest number of ISA Certified Arborists and ISA Certified Tree Workers of any company!

Crew Performance

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving, and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire, and annually thereafter in selected areas, to ensure ongoing requirements are met and opportunities for improvement are identified.

West Coast Arborists, Inc.

Meet the Team: Project Team

NICK ALAGO — Regional Manager/V.P.

Nick Alago has been with WCA since 1999. He has nearly 35 years' experience in the arboriculture field. He started with WCA as a Foreman and was continuously promoted, reaching the status of Area Manager. For over 10 years, he excelled as an Area Manager for the Inland Empire and was promoted in 2020 to Regional Manager. As a Regional Manager for the Los Angeles and Inland Empire areas, he oversees the operations and provides support to the Area Managers. His extensive knowledge of the urban forest is a columniation of experience and continued education as well as certification that is offered in the industry.

- **ISA Certified Arborist Utility Specialist #WE-4396AU**
- TCIA Certified Treecare Safety Professional #250
- ISA Tree Risk Assessment Qualified
- TLC Wildlife Area

HERMINIO PADILLA — Area Manager

Herminio Padilla has nearly 30 years' experience in the tree care industry as he joined WCA, Inc. in 1990. During his career, he has earned many promotions within the company; from Groundman to Tree Trimmer to Foreman to Supervisor and now Area Manager. As an Area Manager, he will be the Agency's main point of contact as he is responsible for providing customer service, estimating work, while managing filed operations and crews throughout the Foothill Corridor/East Los Angeles Region. He is an ISA Certified Utility Arborist that has experience working with the City of Glendale Water & Power for the last 4 years.

- **ISA Certified Arborist Utility Specialist #WE-7552AUTM**
- TCIA Certified Treecare Safety Professional (CTSP) #139
- ATSSA Traffic Control Technician #00228618
- TLC Wildlife Aware
- NCCCO National Commission Certification Crane Operators #06325578

ISAIAS MACIAS — Area Supervisor

Isaias Macias joined WCA in 2002 as a groundman and worked his way to Foreman and eventually Supervisor. He has over 20 years of experience providing tree maintenance and management to municipalities and has completed extensive training while obtaining industry certifications over the years. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisor, he will communicate with contract administrators and other interested parties on a daily basis. Additional duties include reporting and resolving malfunctions, damage, or industrial injury. He will also assist in employee training programs, maintain records, and file daily reports and receipts.

- **ISA Certified Arborist/Tree Worker Climber Specialist # WE-10979AT**
- TCIA Certified Treecare Safety Professional (CTSP) #4412
- WCA Qualified Line Clearance Tree Trimmer

Meet the Team: Support Staff

ANDREW PINEDA — GIS Manager

Andrew Pineda has been with WCA since 2018. As WCA's GIS Manager, he works on a wide range of projects including tree inventories scope and collection, iTree analysis, tree canopy assessments, tree planting prioritization, ArborAccess training, grant funded tree planting projects, and much more. He was worked with tree inventories of all sizes from small campus inventories with less than 5,000 trees to large California cities with over 140,000 trees. He has in-depth knowledge and understanding of tree inventories, urban forestry best practices, and spatial data and works closely with office and field personnel to ensure tree inventories, reports, and analysis exceed customer expectations.

- **ISA Certified Arborist #WE-12738A**
- FAA UAS Part 107 Remote Pilot
- M.S. Geographic Information Science (GIS), CSU Long Beach
- B.A. Environmental Science, Boston University

TIM CROTHERS — Plant Health Care Manager

Tim Crothers has over 20 years of experience working in the horticulture industry. He started working at WCA in 2012 as a supervisor. He was quickly promoted to Area Manager, a role that required him to produce reports as a Certified Arborist as well as train staff and clients in proper tree care, inventory management, landscape design and plant identification. In his role as Plant Health Care Manager, Mr. Crothers supervises arborist services staff and plant health care operations throughout California and Arizona. He oversees the creation of Urban Forestry Master Plans (UFMPs) and is a Registered Consulting Arborist by the American Society of Consulting Arborists.

- **ISA Board Certified Master Arborist #WE-7655BUM**
- B.S. Environmental Horticultureal Science
- ASCA Registered Consulting Arborist #721
- CA Dept. Pesticide Regulation QAL #145321 B, D
- ISA Tree Risk Assessment
- Qualified & TLC Wildlife Aware

NICOLE ANGENE — Customer Service Representative

As the CSR (Customer Service Representative), Nicole Angene is responsible for providing support to the Area Manager, Site Supervisor and crew. She is to act as a liaison between the company and it's clients as well as the general public. Nicole is responsible for responding to customer service inquires and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc.

Upper Management Team

From marketing, contract administration, field and fleet management, to information technology, our Upper Management Team Staff is involved in the day-to-day operations supporting each Project Team and customer to ensure the highest quality of tree care is being achieved in the industry.

Patrick Mahoney
President

Richard Mahoney
Secretary

Rose Epperson
Treasurer

Debbie DePasquale
V.P. – Contract Services

Chris Crippen
V.P. – I.T.

Victor Gonzalez
V.P. – Business Development

Jason Pinegar
V.P. – NorCal Region

Nick Alago
V.P. – SoCal Northwest Region

Michael Palat
V.P. – SoCal Southeast and AZ Region

West Coast Arborists, Inc.

1,200+ Employees

WCA & LiUNA!

WCA has forged a successful partnership with the Laborer's International Union of North America.

HIGHER STANDARDS + EXEMPLARY TRAINING = SUPERIOR EMPLOYEES

ACCREDITED — TREE CARE INDUSTRY ASSOCIATION — ETHICS QUALITY CONFIDENCE

14 offices with prestigious Tree Care Industry Association (TCIA) accreditation

ISA CERTIFIED

CERTIFIED TREE WORKER	CERTIFIED ARBORIST	BOARD CERTIFIED MASTER ARBORIST
173	127	10

ISA Board Certified Master Arborists

Michael Palat	#WE-6541 BUM
Kelley Gilleran	#WE-7061 BM
Tim Crothers	#WE-7655 BUM
Joseph Bartolo	#WE-2034 BU
Eugene Bordson	#WE-10777 BT
Rebecca Mejia	#WE-2355 B
Erik Diaz	#WE-12143 BM
Kris Burbidge	#WE-9566 BUM
Leonardo Tuchman	#WE-12453 B

163	WCA Certified Utility Line Clearance Workers
80	Fleet Mechanics
63	TCIA Certified Treecare Safety Professionals
62	ISA Tree Risk Assessment Qualified
21	ISA Certified Utility Specialists
17	NCCCO Certified Crane Operators
13	ATSSA Traffic Control Technicians
13	ISA Urban Forest Professionals
2	ISA Prescription Pruning Qualification

ASCA | RCA

4 ASCA Consulting Arborists

Tim Crothers	**RCA #721**	**Leo Tuchman RCA #771**
Kelley Gilleran	**RCA #668**	**Eugene Bordson #834**

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

WCA has 173 staff members certified through the Wildlife Aware and Wildlife Training Institute.

BMP Training	173 Wildlife Aware Trained/Certified by WTI	1 On-Staff Biologist

Unique Capabilities

Plant Health Care

WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications. We maintain **in-house** State Certified Pesticide Advisors and Applicators, led by PHC Manager **Tim Crothers.**

Wildlife Protection

Lissette Rios, WCA's Urban Biologist, conducts nesting bird surveys and wildlife inspections, coordinates with CA Fish & Wildlife and local rehabilitation partners, manages our wildlife monitoring program, using field data to better plan tree maintenance and reduce impacts on sensitive habitats.

West Coast Arborists, Inc.

WCA's ISA Certified Arborists/Utility Arborists/Municipal Specialists/Master Arborists

ADAN BALTAZAR REYNAGA	WE-7786AT
ANDREW JOSEPH PINEDA	WE-12738A
ANDREW JOSEPH ONDREJECH	WE-13817A
BENJAMIN EUGENE BORDSON	WE-10777A
BRIAN C. KIRKEGAARD	WE-10476AT
BRIAN M. KOCH	WE-0341A
CALVIN F. HAUPT	WE-7634A
DANE JENSEN	WE-12014A
DANIEL CHAVARRIA	WE-10292AT
DANIEL MAHONEY	WE-10434A
DANIEL RIVAS	WE-10850AT
DANIEL WILLIAM VILLA, II	WE-13609AT
DAVID GLYN EVANS	WE-1588A
DEBORAH DEPASQUALE	WE-3812A
EDIBERTO SERNA SALAZAR	WE-11051AT
EDUARDO VARGAS	WE-11058AT
ERIK DIAZ	WE-1214AM
FELIX HERNANDEZ	WE-2037AT
FRANCIS LEO MALABUYOC	WE-12279AT
GENARO VICENTE CORONEL	WE-12740A
GERARDO MARTINEZ GARCIA	WE-11358A
GERARDO PEREZ	WE-9131AT
GONZALO REGALADO	WE-9952AT
HECTOR MONTES	WE-8079AUT
HERMINIO PADILLA	WE-7552AUTM

HUGO ANGEL RINCON	**WE-8710AT**
IGNACIO LOPEZ	WE-7329AU
ISAAC GARZA, JR.	WE-8689A
ISAAC ONTIVEROS	WE-8567A
ISAIAS BARAJAS MACIAS	WE-10979AT
ISIDRO ESTRADA BARBOZA	WE-11685A
J. ALONSO GARCIA-LOPEZ	WE-8499A
JAIME ROGELIO HERNANDEZ	WE-5297AT
JAMES PAUL SPECK II	WE-10858AT
JASON ROSS DAVLIN	WE-7628A
JASON PINEGAR	WE-2039AU
JEREMY PAUL PIERCE	WE-12566A
JERRY A. ROWLAND	WE-6353A
JOEL LOPEZ	WE-10871AT
JOHN LEE PINEDA	WE-10367AUT
JORGE MAGANA	WE-3460A
JOSE LUIS ABALOS	WE-3460A
JOSE M. CORTEZ TORRES	WE-8734AUT
JOSE MANUEL JIMENEZ URQUIZO	WE-8539AUT
JOSE INEZ MANCILLA	WE-11111AT
JOSE M. CHAVARRIA MANZO	WE-10983AT
JOSE A. ALVAREZ	WE-11210AT
JOSE ALFREDO GONZALEZ	WE-10908AT
JOSE LUIS DELREAL	WE-6475AT
JOSE M. MUNIZ GARCIA	WE-11686AUT

JOSE MANUEL PEREZ	**WE-0818AT**
JOSEPH NICK ALAGO	WE-4396AU
JOSEPH BARTOLO	WE-2034AU
JUAN ORTIZ	WE-8514AT
JUAN P. LAIJA, JR.	WE-13425A
JULIO C. GARCIA VAZQUEZ	WE-11175AT
JUSTIN LEE MENZEL	WE-11756AU
KELLY ANN PARKINS	WE-13868A
KELLEY LEWIS GILLERAN	WE-7061BUM
KRIS BURBIDGE	WE-9566AUM
LEONARDO RAMOS	WE-11264AT
LEONEL CORTEZ	WE-8625AT
LORENZO PEREZ	WE-7443AT
MANUEL BRIANO	WE-8791AT
MARCO A. PADILLA JIMENEZ	WE-8621AT
MARIO A. GONZALEZ	WE-13119A
MATEO ARVIZU	WE-10151AT
MICHAEL ALAN DA SILVA II)	WE-12483A
MICHAEL LOUIS YOUNG	WE-11687AT
MICHAEL ANTHONY NUNES	WE-12943A
MICHAEL PALAT	WE-6541BUM
MITCHELL ANDREW OWENS	WE-12619AT
NESTOR M. CABRERA MORA	WE-13613AT
NESTOR VALENCIA	WE-11359A
OSCAR GUTIERREZ	WE-12783AT

PATRICK O. MAHONEY	**WE-1172A**
REBECCA A. MEJIA	WE-2355A
RENE PORTILLO	WE-2038AUT
RENE ROSALES	WE-7941AT
RICHARD R. MAHONEY	WE-1171A
ROBERT EDWARD KNIGHT	WE-11564AT
ROBERT D. THOMPSON	WE-0915AU
ROBERT A. WRIGHTSON	WE-10411A
ROSE M. EPPERSON	WE-1045A
RYAN R. COLBERT	WE-13154A
SAMUEL JIMENEZ	WE-11109AT
SEAN PATRICK SULLIVAN	WE-10050AT
SHAWN A. GUZIK	WE-3182AU
STEFAN B. KALLENBERG	WE-10730AT
STEPHEN GLENN DAVIS, JR.	WE-10894AUTM
STEVE B. HUNT	WE-1044AT
TIMOTHY R. PATTERSON	WE-12037A
TIM CROTHERS	WE-7655BUM
TYLER KEASBEY LEHMANN	WE-13460A
VICTOR M. GONZALEZ	WE-7175AM
WALLACE BURCH	WE-0713AT
WILLIAM STEVE PONCE	WE-6461A

WCA's ISA Certified Tree Worker/Climbers/Line Clearance Tree Workers

ADAN BALTAZAR REYNAGA	WE-7786AT
ADAN RODRIGUEZ	WE-11281T
ADOLFO S. RUIZ	WE-11294T
ADRIAN MUNOZ	WE-13987T
ALFREDO ANGEL LOPEZ	WE-11334T
ANDRES ROMAN	WE-11285T
ANDREW JOSEPH ONDREJECH	WE-13817AT
ANTHONY DOUGLAS FONG II	WE-12051T
ANTONIO CASTELLANOS	WE-11203T
ANTONIO GARCIA CONTRERAS	WE-11173T
ARIEL ALONSO	WE-10906T
ARMANDO O. LOPEZ	WE-10953T
ARMANDO SOTO	WE-11131T
AURELIO PAZ-GUZMAN	WE-11084T
BENJAMIN EUGENE BORDSON	WE-10777AT
BRIAN C. KIRKEGAARD	WE-10476AT
BRIAN NORTON	WE-12678T
CANDELARIO PRIEGO	WE-12781T
CARLOS IXTA	WE-11106T
CARLOS LEYVA BARAJAS	WE-12620T
CARLOS RAMOS	WE-11263T
CELEDONIO R. MANZANO OLEA	WE-10984T
CELESTINO PEREZ	WE-11243T
CESAR GUADALUPE VALENZUELA REYES	WE-11076T
CESAR WENCESLAO	WE-10968T
CUAUHTEMOC AMEZCUA QUEZADA	WE-14058T
DANIEL CHAVARRIA	WE-10292AT
DANIEL ELIZARRARAS	WE-13611T
DANIEL RIVAS	WE-10850T
DELFINO AGUILAR-MORALES	WE-10900T
DEMETRIO LIRA	WE-11323T
DEMETRIO OSEGUERA	WE-11043T
EDIBERTO SERNA SALAZAR	WE-11051T
EDUARDO AVILA	WE-10812T
EDUARDO HERNANDEZ	WE-12917T
EDUARDO VARGAS	WE-11058AT
EDWIN ANTONIO FUENTES	WE-12777T
FAUSTO GUZMAN	WE-11083T
FELIX GARCIA	WE-11170T
FELIX HERNANDEZ	WE-2037AT
FRANCIS LEO MALABUYOC	WE-12279AT
FRANCISCO URENA JIMENEZ	WE-11075T
FRANCISCO LOPEZ	WE-10952T
FRANCISCO RAMIREZ	WE-11259T
FRANCISCO VILLANUEVA	WE-10965T
FRANCISCO F. WENCESLAO BARAJAS	WE-10969T
FRED LOPEZ-PASTOR	WE-13988T
GABRIEL GAMINO	WE-11167T

GABRIEL MERCADO RUIZ	WE-11568T
GAMALIEL MANZANO CORONA	WE-12280T
GEORGE HERNANDEZ PEREZ	WE-12269T
GERARDO MARTINEZ GARCIA	WE-10997T
GERARDO PEREZ	WE-9131AT
GERARDO PEREZ BADILLO	WE-13986T
GERARDO A. ORDUNO	WE-11036T
GONZALO REGALADO	WE-9952AT
HARLEY THOMAS DAVIS	WE-13430T
HECTOR MONTES	WE-8079AUT
HERIBERTO CORONEL WENCESLAO	WE-11218T
HERMINIO PADILLA	WE-7552AUTM
HUGO ANGEL RINCON	WE-8710AT
HUMBERTO CHAVARRIA	WE-11207T
ISAIAS BARAJAS MACIAS	WE-10979AT
ISRAEL A. RAMIREZ	WE-11567T
J. SOCORRO GARCIA	WE-11172T
JAIME ROGELIO HERNANDEZ	WE-5297AT
JAMES PAUL SPECK II	WE-10858AT
JESUS M. SARABIA PENA	WE-11450T
JESUS A. MONTES(	WE-11014T
JESUS E. GARCIA ARCE	WE-13723T
JOEL LOPEZ	WE-10871AT
JOEL MARTINEZ	WE-10992T
JOEL ORTIZ	WE-11039T
JOEL M. RIVERA	WE-11273T
JOHN LEE PINEDA	WE-10367AUT
JONATHAN GARCIA HERNANDEZ	WE-13989T
JORGE ARREOLA-HERNANDEZ	WE-11321T
JORGE DUENAS	WE-11144T
JORGE JIMENEZ	WE-11110T
JOSAFAT MONTOYA	WE-11015T
JOSE AGUAYO	WE-10899T
JOSE ABEL CANCINO	WE-11192T
JOSE AGUSTIN CARRILLO	WE-11200T
JOSE M. CORTEZ TORRES	WE-8539AUT
JOSE R. GRANADOS	WE-11186T
JOSE JIMENEZ	WE-11108T
JOSE JIMENEZ HERNANDEZ	WE-11113T
JOSE MANUEL JIMENEZ URQUIZO	WE-11111T
JOSE INEZ MANCILLA	WE-10983T
JOSE M. CHAVARRIA MANZO	WE-11210AT
JOSE RODRIGUEZ	WE-11277T
JOSE ALEJANDRO VALENZUELA	WE-11674T
JOSE A. ALVAREZ	WE-10908T
JOSE ALFREDO GONZALEZ	WE-6475AT
JOSE LUIS DELREAL	WE-11231AT
GABRIEL MERCADO RUIZ	WE-11568T

JOSE MANUEL PEREZ	WE-0818AT
JUAN AMADOR ARCE	WE-11480T
JUAN BECERRA	WE-10932T
JUAN C. LOPEZ GARCIA	WE-12918T
JUAN MARQUEZ	WE-10987T
JUAN ORTIZ	WE-8514AT
JUAN C. PENA-ARIAS	WE-11327T
JUAN TELLEZ TAPIA	WE-11137T
JUAN C. TORRES-COVARRUBIAS	WE-12343T
JULIO C. GARCIA VAZQUEZ	WE-11175T
LEONARDO RAMOS	WE-11264T
LEONEL CORTEZ	WE-8625AT
LETUSA MUAAU, JR.	WE-11021T
LORENZO ARREOLA-MURILLO	WE-13612T
LORENZO PEREZ	WE-7443AT
LUIS P. PEREZ	WE-11245T
LUIS A. MUNOZ RAMIREZ	WE-11023T
MANUEL BARRAGAN	WE-10925T
MANUEL BRIANO	WE-8791AT
MARCO A. CASTILLO REYES	WE-13429T
MARCO A. PADILLA JIMENEZ	WE-8621AT
MARCOS RICHARD-MARTINEZ	WE-10989T
MATEO ARVIZU	WE-10151AT
MELCHOR LEMUS	WE-11237T
MICHAEL ALAN DA SILVA II	WE-12207T
MICHAEL LOUIS YOUNG	WE-11687AT
MIGUEL AYALA	WE-10924T
MIGUEL MACIAS	WE-10978T
MIGUEL A. VALERIO AJAL	WE-13848T
MITCHELL ANDREW OWENS	WE-12619T
NELSON R. AGUIRRE	WE-10901T
NESTOR M. CABRERA MORA	WE-13613T
NICOLAS GODINA	WE-11907T
OSCAR GUTIERREZ	WE-12783T
PEDRO CUEVAS	WE-11765T
PEDRO GARCIA	WE-11168T
PEDRO ALTAMIRANO	WE-11095T
PEDRO SANDOVAL	WE-11301T
RAMON ZUNIGA GOMEZ	WE-10977T
RANULFO PERALTA CASTANEDA	WE-11202T
RAUL JIMENEZ DURAN	WE-13865T
RAUL MANZO HERNANDEZ	WE-10985T
RAUL TELLEZ TAPIA	WE-11138T
RENE ROSALES	WE-7941AT
ROBERT EDWARD KNIGHT	WE-11564T
ROMUALDO GAETA LUNA	WE-11165T
SALOMON SILVA	WE-11053T
SALUSTIO SANCHEZ ARROYO	WE-11462T

SAMUEL JIMENEZ	WE-11109AT
SANTOS MACIAS LEMUS	WE-10980T
SEAN PATRICK SULLIVAN	WE-10050AT
SERGIO LOPEZ-RIVERA	WE-10957T
SERGIO MACIAS-PEREZ	WE-10920T
STEFAN B. KALLENBERG	WE-10730AT
STEPHEN GLENN DAVIS, JR.	WE-10894AUTM
STEVE B. HUNT	WE-1044AT
TRISTON JAMES POWERS	WE-12211T
TYLER KEASBEY LEHMANN	WE-13460AT
VENTURA GOMEZ	WE-11180T
WALLACE BURCH	WE-0713AT

E. PAST EXPERIENCE

CITY OF GLENDALE — SINCE 2008

WCA maintains the City's urban forest performing various tree maintenance services. The city is currently on a grid pruning maintenance cycle but also completes service requests including plant health care (tree spraying & injection). As work is performed we update the City's tree inventory in ArborAccess and tree risk assessments completed by a WCA arborist. WCA also provides the City's Utility division with line clearance tree trimming and removal services.

Contact: Loren Klick, Urban Forester

541 W. Chevy Chase Dr., Glendale, CA 91204 ~ (818) 550-3416 ~ lklick@glendaleca.gov

ANNUAL BUDGET: $2,500,000

CITY OF GLENDALE WATER & POWER — SINCE 2004

We currently perform line clearance on an annual cycle for the City of Glendale. During wind storms, this area is hit particularly hard and our crews respond to severy wind storm damage which includes clean-up and removals.

Contact: Carlos Orozco, Forestry Supervisor

800 Air Way, Glendale, CA 91201 ~ (818) 550-4594 ~ corozco@glendaleca.gov

ANNUAL BUDGET: $1,300,000

CITY OF LA CANADA FLINTRIDGE — SINCE 2004

WCA provides the City with tree maintenance services such as service request pruning, tree and stump removal, tree planting and special projects using crews and equipment as-needed. The City's tree inventory is maintained in ArborAccess and is updated with each new service request.

Contact: Kenny Roberts, Facilities & Maintenance Superintendent

1 Civic Center Dr., La Canada Flintridge, CA 91011 ~ (818) 790-8880 ~ kroberts@lcf.ca.gov

ANNUAL BUDGET: $500,000

COUNTY OF LOS ANGELES — SINCE 2010

WCA trims nearly 25,000 trees of the County's 500,000 tree population annually. We also perform tree removals and tree planting on an as-needed basis. Part of our work requirements include palm tree inspection and bird nesting inspections as work is performed.

Contact: Norik Sahak, MD2 Supervisor

900 S. Fremont Ave., Alhambra, CA 91802 ~ (310) 348-6448 ext. 266 ~ nsahak@dpw.lacounty.gov

ANNUAL BUDGET: $14,800,000

West Coast Arborists, Inc.

EXPERIENCE: CURRENT CALIFORNIA CITIES/COUNTIES UNDER CONTRACT WITH WCA

CITY OF AGOURA HILLS
CITY OF ALAMEDA
CITY OF ALHAMBRA
CITY OF AMERICAN CANYON
CITY OF ANAHEIM
CITY OF ARCADIA
CITY OF ARTESIA
CITY OF BALDWIN PARK
CITY OF BEAUMONT
CITY OF BELL
CITY OF BELL GARDENS
CITY OF BELLFLOWER
CITY OF BERKELEY
CITY OF BEVERLY HILLS
CITY OF BISHOP
CITY OF BRAWLEY
CITY OF BREA
CITY OF BUENA PARK
CITY OF BURLINGAME
CITY OF CAMARILLO
CITY OF CARLSBAD
CITY OF CARMEL-BY-THE-SEA
CITY OF CARPINTERIA
CITY OF CARSON
CITY OF CERES
CITY OF CHINO
CITY OF CHINO HILLS
CITY OF CHULA VISTA
CITY OF CITRUS HEIGHTS
CITY OF CLAREMONT
CITY OF COACHELLA
CITY OF COLTON
CITY OF CORONA
CITY OF CORONADO
CITY OF COSTA MESA
CITY OF COVINA
CITY OF CUDAHY
CITY OF CULVER CITY
CITY OF CUPERTINO
CITY OF DALY CITY
CITY OF DANA POINT
CITY OF DAVIS
CITY OF DEL MAR
CITY OF DIAMOND BAR
CITY OF DUARTE
CITY OF EL CAJON
CITY OF EL CENTRO
CITY OF EL SEGUNDO
CITY OF ELK GROVE
CITY OF ENCINITAS
CITY OF ESCONDIDO
CITY OF FILLMORE
CITY OF FOLSOM
CITY OF FONTANA
CITY OF FREMONT
CITY OF FRESNO
CITY OF FULLERTON
CITY OF GARDEN GROVE
CITY OF GILROY
CITY OF GLENDALE
CITY OF GLENDORA
CITY OF GOLETA
CITY OF GRAND TERRACE
CITY OF HALF MOON BAY
CITY OF HANFORD
CITY OF HAWAIIAN GARDENS
CITY OF HIGHLAND
CITY OF HOLLISTER
CITY OF HUNTINGTON BEACH
CITY OF IMPERIAL BEACH
CITY OF INDIO
CITY OF INDUSTRY
CITY OF INGLEWOOD
CITY OF IRWINDALE
CITY OF JURUPA VALLEY
CITY OF LA CANADA
CITY OF LA HABRA
CITY OF LA MESA
CITY OF LA MIRADA
CITY OF LA PALMA
CITY OF LA PUENTE
CITY OF LA VERNE
CITY OF LAGUNA BEACH
CITY OF LAGUNA HILLS
CITY OF LAKE ELSINORE
CITY OF LAKE FOREST
CITY OF LAKEWOOD
CITY OF LATHROP
CITY OF LEMON GROVE
CITY OF LINCOLN
CITY OF LIVERMORE
CITY OF LODI
CITY OF LOMA LINDA
CITY OF LONG BEACH
CITY OF LOS ALAMITOS
CITY OF LOS ALTOS
CITY OF LOS ANGELES
CITY OF LOS BANOS
CITY OF MADERA
CITY OF MANHATTAN BEACH
CITY OF MENIFEE
CITY OF MENLO PARK
CITY OF MERCED
CITY OF MILPITAS
CITY OF MISSION VIEJO
CITY OF MODESTO
CITY OF MONROVIA
CITY OF MONTCLAIR
CITY OF MONTEBELLO
CITY OF MONTEREY
CITY OF MONTEREY PARK
CITY OF MOORPARK
CITY OF MORENO VALLEY
CITY OF MORGAN HILL
CITY OF MOUNTAIN HOUSE
CITY OF MOUNTAIN VIEW
CITY OF MURRIETA
CITY OF NATIONAL CITY
CITY OF NEWARK
CITY OF NEWPORT BEACH
CITY OF NORCO
CITY OF NORWALK
CITY OF NOVATO
CITY OF OAKLAND
CITY OF OAKLEY
CITY OF OCEANSIDE
CITY OF ONTARIO
CITY OF ORANGE
CITY OF PALM DESERT
CITY OF PALM SPRINGS
CITY OF PALO ALTO
CITY OF PARAMOUNT
CITY OF PICO RIVERA
CITY OF PLACENTIA
CITY OF PLEASANTON
CITY OF POMONA
CITY OF POWAY
CITY OF RANCHO CORDOVA
CITY OF RANCHO CUCAMONGA
CITY OF RPV
CITY OF REDLANDS
CITY OF REDONDO BEACH
CITY OF RIALTO
CITY OF RIVERSIDE
CITY OF ROLLING HILLS ESTATE
CITY OF ROSEMEAD
CITY OF ROSEVILLE
CITY OF SACRAMENTO
CITY OF SAN BERNARDINO
CITY OF SAN BRUNO
CITY OF SAN DIEGO
CITY OF SAN DIMAS
CITY OF SAN FERNANDO
CITY OF SAN JACINTO
CITY OF SAN JUAN CAP
CITY OF SAN LEANDRO
CITY OF SAN MARCOS
CITY OF SAN RAMON
CITY OF SANTA ANA
CITY OF SANTA BARBARA
CITY OF SANTA CLARA
CITY OF SANTA CLARITA
CITY OF SANTA FE SPRINGS
CITY OF SANTA MARIA
CITY OF SANTEE
CITY OF SEAL BEACH
CITY OF SIERRA MADRE
CITY OF SIGNAL HILL
CITY OF SOLANA BEACH
CITY OF SOUTH EL MONTE
CITY OF SOUTH PASADENA
CITY OF SO. SAN FRANCISCO
CITY OF ST. HELENA
CITY OF STOCKTON
CITY OF SUNNYVALE
CITY OF TEMPLE CITY
CITY OF THOUSAND OAKS
CITY OF TORRANCE
CITY OF TRACY
CITY OF TULARE
CITY OF TURLOCK
CITY OF TUSTIN
CITY OF UPLAND
CITY OF VALLEJO
CITY OF VENTURA
CITY OF VERNON
CITY OF VICTORVILLE
CITY OF VISALIA
CITY OF VISTA
CITY OF WALNUT
CITY OF WEST COVINA
CITY OF WEST HOLLYWOOD
CITY OF WEST SACRAMENTO
CITY OF WHITTIER
CITY OF WOODLAND
CITY OF YORBA LINDA
CITY OF YUCAIPA
COUNTY OF ALAMEDA
COUNTY OF COLUSA
COUNTY OF CONTRA COSTA
COUNTY OF EL DORADO
COUNTY OF LOS ANGELES
COUNTY OF MONTEREY
COUNTY OF NAPA
COUNTY OF ORANGE
COUNTY OF PLACER
COUNTY OF RIVERSIDE
COUNTY OF SAN BERNARDINO
COUNTY OF SAN JOAQUIN
COUNTY OF SAN MATEO
COUNTY OF TULARE
COUNTY OF VENTURA
COUNTY OF YOLO
ROSSMOOR CSD
TOWN OF ATHERTON
TOWN OF LOOMIS

F. CURRENT PROJECTS OF SIMILAR SCOPE

Firm Experience with Large-Scale Projects

WCA consistently meets or exceeds contractual service levels, maintains long-term client relationships, and successfully completes full-cycle pruning programs on schedule. Listed below are current clients that exceed $2M in contracted tree maintenance services.

Customer	Duration	Annual Contract Amount
City of Fresno	Since 2001	$5,300,000
County of Los Angeles	Since 2000	$5,000,000
City of Riverside	Since 2018	$4,300,000
Riverside Public Utilities	Since 1997	$4,200,000
County of Orange	Since 2014	$4,000,000
City of Beverly Hills	Since 2000	$3,500,000
City of Santa Clarita	Since 2017	$3,500,000
City of Anaheim/Anaheim Utilities	Since 2007	$3,300,000
City of Long Beach	Since 2016	$3,300,000
City of San Diego	Since 2015	$3,200,000
City of Santa Ana	Since 2015	$2,600,000
City of Sacramento	Since 2006	$2,250,000
City of Fontana	Since 1994	$2,200,000
City of Mission Viejo	Since 1992	$2,200,000
City of Poway	Since 2012	$2,200,000
City of Corona	Since 2010	$2,100,000
City of Glendale	Since 2015	$2,100,000
City of Whittier	Since 2005	$2,100,000
City & County of San Francisco	Since 2017	$2,000,000
City of Alameda	Since 2012	$2,000,000
City of Monterey	Since 1999	$2,000,000
City of Ontario	Since 1998	$2,000,000

G. REFERENCES

CITY OF DUARTE **SINCE 1999**

WCA provides routine tree maintenance services throughout the city including tree trimming, tree removal, tree planting, and inspection services. The City's tree inventory and work history is updated with each service through ArborAccess.

Contact: Gerard Batista, Field Services Manager

1600 Huntington Dr., Duarte, CA 91010 ~ (626) 357-7931 ~ gbatista@cityofduarte.ca.gov

ANNUAL BUDGET: $225,000

CITY OF MONROVIA **SINCE 1993**

WCA provides for citywide tree maintenance, inspection, planting and removal each year for city-owned tree sites including parkway, parks and facilities. Emergency response is also provided. The City's tree inventory and work history is updated with each service through ArborAccess.

Contact: Todd Hull, Field Services Superintendent

600 S. Mountain Ave., Monrovia, CA 91016 ~ (626) 256-8209 ~ thull@ci.monrovia.ca.us

ANNUAL BUDGET: $411,000

CITY OF ARCADIA **SINCE 2011**

WCA provides the City with tree maintenance services such as service request pruning, tree and stump removal, tree planting and special projects using crews and equipment as-needed. The City's tree inventory is maintained in ArborAccess and is updated with each new service request.

Contact: Dave Thompson, Street Superintendent

1180 Goldring Rd., Arcadia, CA 91066 ~ (626) 256-6676 ~ dthompson@arcadiaca.gov

ANNUAL BUDGET: $305,000

CITY OF SOUTH PASADENA **SINCE 1999**

WCA provides routine tree maintenance services throughout the city including tree trimming, tree removal and tree planting. The City's tree inventory and work history is updated with each service through ArborAccess. Emergency response is also provided.

Contact: Catrina Peguero, Operations Manager

825 Mission St., South Pasadena, CA 91030 ~ (626) 403-7376 ~ cpeguero@southpasadenaca.gov

ANNUAL BUDGET: $550,000

West Coast Arborists, Inc.

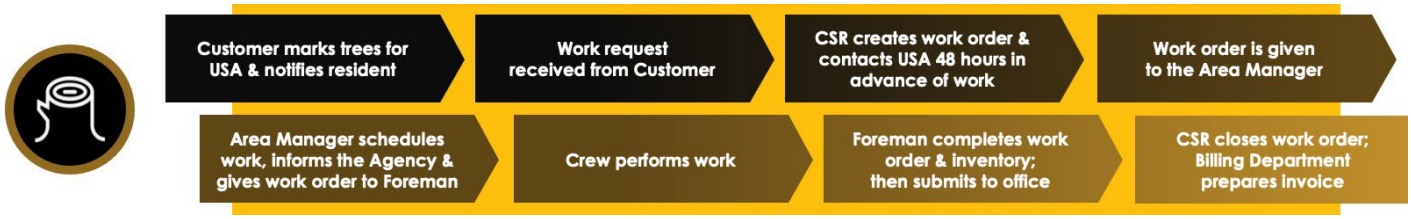
H. PROJECT SCHEDULE

GRID PRUNING FLOWCHART

(Within 30-day Completion)

TREE REMOVAL FLOWCHART

(Within 15-day Completion)



TREE PLANTING FLOWCHART

(Within 15-day Completion)

EMERGENCY RESPONSE FLOWCHART

(Within 1-3 hour Response / 24-hour Completion)

PLANT HEALTH CARE FLOWCHART

I. COMPLETED BID SCHEDULE

Please refer to 'Bid Schedule' in Section C – Proposal Information and Documents and Line Items entered in Planet Bids.

West Coast Arborists, Inc.

J. CERTIFICATE OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/26/2026

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
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURED
West Coast Arborists, Inc.
2200 E Via Burton
Anaheim CA 92806 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Property & Casualty Ins Co of Hartford	34690
INSURER B:	Hartford Fire Insurance Co.	19682
INSURER C:	AXIS Surplus Insurance Company	26620
INSURER D:	Navigators Specialty Insurance Company	36056
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 570121367450 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			72ECSS89301 SIR applies per policy terms & conditions	07/01/2026	07/01/2027	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			72 CSE S89302	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION			P00100200124901	07/01/2026	07/01/2027	EACH OCCURRENCE	$3,000,000
							AGGREGATE	$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		72WNS89300 Workers Comp AZ CA,TX	07/01/2026	07/01/2027	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Evidence of Coverage.

CERTIFICATE HOLDER

West Coast Arborists, Inc.
2200 E Via Burton
Anaheim CA 92806 USA

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

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570121367450

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ACORD 25 (2016/03)

K. CONFLICT OF INTEREST DISCLOSURE

WCA, Inc. certifies that it has no conflict of interest that would interfere with its ability to perform the City of Sierra Madre Citywide Tree Maintenance Project. WCA will promptly disclose any potential conflict that may arise during the contract term.

CITY OF SIERRA MADRE
REQUEST FOR BIDS

Request for Bids

CITYWIDE TREE MAINTENANCE PROJECT

Released by July 8, 2026
Mandatory Pre-Bid Meeting July 13, 2026 9:00 am
167 E. Mira Monte Ave. Sierra Madre, CA 91024
Questions: July 29, 2026
Due by August 12, 2026 (on or before 2:00 p.m. (Pacific Time)

Bonds:

Bid Bond - 10% **(add required Percent)**
Payment Bond - 100% **(add required Percent)**
Performance Bond - 100% **(add required Percent)**

Scope of Service: The City seeks to retain the services of a qualified and experienced company/Contractor capable of performing the work of citywide tree maintenance services, including, but not limited to, routine tree trimming, tree removal, and tree stump removal of the existing city urban forest and tree planting including all related equipment, extraordinary tree maintenance, and emergency tree removal/trimming maintenance on a 24-hour per day basis (the "Project"), all in accordance with the Bid Proposal.

Issued by:

City of Sierra Madre
232 West Sierra Madre Blvd.
Sierra Madre, CA 91024

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Introduction

1.1 Purpose

The City seeks to retain the services of a qualified and experienced company/Contractor capable of performing the work of citywide tree maintenance services, including, but not limited to, routine tree trimming, tree removal, and tree stump removal of the existing city urban forest and tree planting including all related equipment, extraordinary tree maintenance, and emergency tree removal/trimming maintenance on a 24-hour per day basis (the "Project"), all in accordance with the Bid Proposal.
All Bids shall be submitted electronically through **PlanetBids** in accordance with Section 1.3 below.

1.2 Background

Incorporated in 1907, the City of Sierra Madre is one of the cities in the San Gabriel Valley region of Los Angeles County. The City encompasses approximately three square miles with a population of about eleven thousand residents. It is located northeast of Downtown Los Angeles at the base of the San Gabriel Mountains and is bordered by Arcadia, Pasadena, and the Angeles National Forest.

Interstate 210 is located about one mile south of the City limits. The absence of through arterials and the built-out development pattern have helped preserve Sierra Madre's small-town character. The downtown area, centered along Sierra Madre Boulevard and Baldwin Avenue, functions as the City's commercial and civic hub, home to restaurants, local businesses, Memorial Park, City Hall, and the Public Library.

1.3 Bid Submittal Closing, Time, and Location

The City requires an electronic submittal of all Bids through PlanetBids. No paper copies, fax, or email submittals will be accepted. Bids will not be received after the closing date and time indicated below. Late Bids will not be considered.

Submittal Closing: August 12, 2026, at 2:00 p.m. Pacific Time
Electronic Submittal Platform: www.planetbids.com/sierramadre

All questions and requests for clarification regarding this RFB must be submitted through the PlanetBids portal by the date and time specified in Section 1.4 (Inquiries).

1.4 Inquiries

All questions or requests for clarification regarding this Request for Bids must be submitted in writing through the City's PlanetBids portal.

Questions must be received **no later than July 29, 2026, at 2:00 p.m. Pacific Time** to allow sufficient time for response before the Bid submission deadline. Responses to inquiries will be posted as addenda in the PlanetBids system.

Bidders are responsible for checking PlanetBids for any issued addenda prior to submitting their Bids.

Project Overview

The City seeks to retain the services of a qualified and experienced company/Contractor capable of performing the work of citywide tree maintenance services, including, but not limited to, routine tree trimming, tree removal, and tree stump removal of the existing city urban forest and tree planting including all related equipment, extraordinary tree maintenance, and emergency tree removal/trimming maintenance on a 24-hour per day basis (the "Project"), all in accordance with the Bid Proposal.
This RFB outlines the scope of services, Bid requirements, evaluation process, and submittal instructions.

Scope of Services

1. **Project Background and Objectives**

The City seeks to retain the services of a qualified and experienced company/Contractor capable of performing the work of citywide tree maintenance services, including, but not limited to, routine tree trimming, tree removal, and tree stump removal of the existing city urban forest and tree planting including all related equipment, extraordinary tree maintenance, and emergency tree removal/trimming maintenance on a 24-hour per day basis (the "Project"), all in accordance with the Bid Proposal.

Qualifications and Experience

Bidders shall demonstrate:

- Experience trimming and maintaining various species of trees
- Qualifications of key personnel including a project manager shall be certified by the International Society of Arborists (ISA)
- Successful delivery of comparable work for California municipal clients

Bid Requirements

Organize Bids in the order below.

A. Cover Letter signed by an authorized officer.
B. Overview and Approach that describes methods, tools, and coordination.
C. Company Profile including years in business, services, and office location that will lead the work.
D. Qualifications of Personnel with roles, resumes, and level of effort.
E. Past Experience with similar municipal projects and references.
F. Current Projects of similar scope.
G. References with contact information and scope summaries.
H. Project Schedule.

I. Completed Bid Schedule.
J. Certificate of Insurance statement of willingness and ability to meet City requirements.
K. Conflicts of Interest disclosure.

Request for Bid Schedule

Request for Bid Issued	July 8, 2026
Mandatory Pre-Bid meeting	July 13, 2026, 9:00 am
Questions/RFI's Due	July 29, 2026
Deadline to Submit Bid	August 12, 2026
Bid Opening	August 12, 2026
City Council Award	August 25, 2026
Kick-off Meeting	September 14, 2026

Project Timeline

The City intends for work to be performed throughout the year on a Task Order assigned basis.

Submission of Bid

- Bids must be submitted electronically through the City's PlanetBids portal no later than August 12, at 2:00 p.m. Pacific Time.
  Paper, fax, or email submissions will **not** be accepted.
- Each Bidder shall upload one (1) digital PDF labeled:
  "Bid – Annual Citywide Tree Maintenance Project"
- Bids must remain valid for **ninety (90) days** from the submission date. Late submissions will not be accepted.

General conditions

A. Joint Offers. The City intends to contract with a single prime firm. Subconsultants may be included.
B. Bid Preparation Costs. The City is not liable for costs incurred in Bid preparation.
C. Reservation of Rights. The City may reject any or all Bids, waive informalities, request clarifications, negotiate terms, issue addenda, or cancel the RFB.
D. Acceptance of Conditions. By submitting a Bid, the Bidder agrees Bids are valid for one hundred eighty days and acknowledges the City rights in this section.
E. Bid Inclusions. Submit complete Bids that address all requirements.
F. Withdrawal of Bid. Bidders may withdraw by written request prior to the due date and time.
G. Independent Contractor. The selected firm will act as an independent contractor.
H. Payment Terms. Payment will be made per the Agreement upon review of invoices for satisfactory work.
I. Insurance and Indemnification. The selected firm must meet City insurance and indemnification requirements prior to contract award.

J. Proof of Authority. Corporate Bidders must provide proof of signing authority.
K. Patents and Copyright. Include all related fees in the price. Work products become City property upon completion of each task.
L. Taxes. Prices shall include all applicable taxes.
M. Public Record. Bids are public records upon award except for properly identified proprietary information. Bidders who claim exemptions agree to defend and indemnify the City regarding non-disclosure.
N. Business License. The selected firm and subconsultants must obtain a City business license prior to commencing work.
O. Equal Opportunity. Bidders shall comply with equal opportunity policies.
P. Non Collusion Affidavit. Provide a signed and notarized affidavit pursuant to Public Contract Code Section 7106.
Q. Instructions and Questions. Submit questions in writing to the Contact for Questions.
R. Responses may be shared with all Bidders.

Selection Process

Selection will be based on the lowest responsive and responsible bidder. Services will be provided under the City Maintenance Services Agreement.

Online References

Contractors should review the City website at sierramadreca.gov for relevant plans, codes, and background documents.

Deadline for Submittal

- All Bids must be submitted **electronically through the City's PlanetBids portal** no later than **August 12, 2026, at 2:00 p.m. Pacific Time**.
  Paper, fax, or email submissions will **not** be accepted. Late submittals will not be considered.
- Each Bidder shall upload **one** (1) digital PDF labeled:
  "Bid – Annual Citywide Tree Maintenance Project."
- All questions regarding this Request for Bids must be submitted through the PlanetBids portal by **July 29, 2026, at 2:00 p.m. Pacific Time** in accordance with Section 1.4 of this RFB.

General Provisions - Terms and Conditions

A. Joint Offers.

Where two or more firms desire to submit a single Bid in response to this RFB, they should do so on a prime-subcontractor basis rather than as a joint venture. Should any staff person or subcontractor perform unsatisfactorily, they shall be subject to removal from the project at the discretion of the City of Sierra Madre. The City intends to contract with a single firm, not multiple firms doing business as a joint venture. Please describe how the consultant plans to ensure continuity during the phasing of this project.

B. Bid Preparation Costs.

The City is not, nor shall be deemed, liable for any costs incurred by Bidder in the preparation, submittal, or presentation of their Bids.

C. Reservations of Rights.

This RFB does not commit or obligate the City to accept or execute an agreement for any expressed or implied service. The City reserves the right to:

- Reject any and all Bids received.
- Take all Bids under advisement for up to ninety (90) days after opening.
- Waive any informality on any Bid.
- Be the sole judge of the relative merits of the material mentioned in the respective Bids received.
- Request any firm/individual submitting a Bid to clarify its Bid during the selection phase.
- Negotiate a final agreement and price with the successful firm providing the best overall value to the City as determined in the City's sole and absolute discretion.
- Modify or alter any requirements herein, and issue addenda or amendments to this RFB.
- Terminate this RFB process at any time.

D. Acceptance of Conditions.

It is the Bidder's responsibility to examine the scope of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Bidders shall have no claim against the City based upon ignorance of the nature and requirements of the services provided, misapprehension of the work environment, or misunderstanding of the specification or agreement provisions. By submitting a Bid, each Bidder expressly agrees to and accepts the following conditions:

- Bid and cost schedules shall be valid, and binding for one hundred eighty (180) days following the Bid due date and will become part of the Agreement that is negotiated with the City.
- The City may require whatever evidence is deemed necessary relative to the Bidder's financial stability and ability to perform these services.
- The City reserves the right to request further information from the Bidder, either in writing or orally, to establish any stated qualifications.
- The City reserves the right to solely judge the Bidder's representations, and to solely determine whether the Bidder is qualified to undertake these services pursuant to the criteria set forth herein.
- The Bidder, by submitting a Bid, expressly acknowledges and agrees that the judgment of the City as to whether or not the Bidder is qualified to perform these services shall be binding, final and conclusive.
- Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Bidders unless and until an agreement is reached.

E. Bid Inclusions.

The Request for Bids documents shall be submitted in their entirety, with all applicable portions fully completed by the Bidder. All Bidders are encouraged to review and confirm that their Bid includes and specifically addresses all of the Bid requirements prior to submitting as outlined elsewhere in this document.

F. Withdrawal of Bid Before Closing.

Any Bidder may request the withdrawal of their submitted Bid by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw any Bid, the City will consider the Bid null and void, and return the Bid to the Bidder. Withdrawal of Bid will not impact Bidder's resubmittal for this or any future Bid(s).

G. Independent Contractor.

The firm will, at all times, be an independent contractor pursuant to the contract, and shall not, in any way, be considered to be an officer, agent, or employee of the City of Sierra Madre.

H. Payment Terms.

Payments are generally made based upon the review of invoices prepared by the firm for work completed to the satisfaction of the City within thirty (30) days of the submitted invoice. All payments will be made in accordance with the contract.

I. Insurance and Indemnification.

The Agreement between the City and the selected Company will contain the City's standard insurance and indemnification language for agreements of this type. Proof of insurance is not required to be submitted with your Bid, but will be required prior to the City's award of the contract.

Here is link to City's Insurance requirements:
https://www.sierramadreca.gov/leadership-transparency/departments/human-resources/insurance-requirements/

J. Proof of Authority.

If the firm is a corporation, formal proof of the authority of the officer signing the bidder's Bid to bind the corporation must be submitted with the Bid. A simple letter is not sufficient. A copy of the corporation resolution or minutes is adequate proof.

K. Taxes.

Price bid shall include all federal, state, local, and other taxes.

L. City's Obligation to Award a Contract.

Issuance of this RFB and receipt of Bids does not commit the City of Sierra Madre to award a contract. The City reserves the right to postpone the review of the Bid for its own convenience, or to accept or reject any or all Bids received in response to the RFB. The City, in conjunction with the selection committee, reserves the right to negotiate with more than one firm should negotiations with the selected firm be terminated, to negotiate with more than one firm simultaneously, or to cancel all or part of the RFB.

M. Public Record.

Be advised that all information contained in Bids submitted in response to this solicitation shall become a matter of public record upon contract award, and made available upon request, unless otherwise marked.

The Bidder must identify, in writing, all copyrighted material, trade secrets, or other proprietary information the Bidder claims are exempt from disclosure pursuant to the California Public Records Act.

The Bidder who claims such an exemption must also state in the Bid that: "The Bidder agrees to indemnify and hold harmless the City and its officers, employees, and agents from any claims, liability, or damages against the City and to defend any actions brought against the City for its refusal to disclose such material, trade secrets, or other proprietary information to any party."

N. Business License.

The professional provider, and any sub-consultant(s), shall obtain a valid City of Sierra Madre Business License on or before their commencement of work.

O. Equal Opportunity.

The City of Sierra Madre requires all Bidders to comply with equal opportunity policies.

P. Non-Collusion Affidavit.

All Bids must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract Code Section 7106.

NOTICE INVITING SEALED BIDS
ANNUAL CITYWIDE TREE MAINTENANCE
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 electronically through the City's PlanetBids portal no later than August 12, 2026 at 2:00 p.m. Pacific Time.
The bids results will be published on the City's PlanetBids portal within 5 minutes. 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: *Annual Citywide Tree Maintenance*
Project Description: ***Annual Citywide Tree Maintenance***

Engineer's Estimate: N/A

Copies of the plans, specifications, and contract documents are available from the City of Sierra Madre, Planetbids portal. In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the AGENCY has determined that the contractor shall possess a valid Class A contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

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 **ANNUAL CITYWIDE TREE MAINTENANCE**

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.

If you have any questions, please submit through the Planetbids portal.

BY ORDER OF the City Council of the City of Sierra Madre, California.

SECTION B – INSTRUCTIONS TO BIDDERS

ANNUAL CITYWIDE TREE MAINTENANCE
IN THE CITY OF SIERRA MADRE, CALIFORNIA

INSTRUCTIONS TO BIDDERS

ANNUAL CITYWIDE TREE MAINTENANCE
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 **60 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 writing and emailed to the following email address, at least ten (10) days before the scheduled bid opening:

electronically through the City's PlanetBids portal no later than July 29, 2026 at 2:00 pm Pacific Time. 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.

[Pursuant to Public Contract Code § 20103.8, the City may require a bid for a public works contract to include prices for items that may be added to, or deducted from, the scope of work in the contract for which the bid is being submitted. Whenever additive or deductive items are included in a bid, the bid solicitation shall specify the method to be used to determine the lowest bid.]

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

ANNUAL CITYWIDE TREE MAINTENANCE
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

ANNUAL CITYWIDE TREE MAINTENANCE
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

ANNUAL CITYWIDE TREE MAINTENANCE
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)

ANNUAL CITYWIDE TREE MAINTENANCE
IN THE CITY OF SIERRA MADRE, CALIFORNIA

No.	Item Description	Estimated Quantity	Unit	Unit Price	Payment Reference	Item Amount
1						
2						
3						
4						
5						
6						
7						
8						
9						

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: $_____

Bid Schedule Total (in words):_____

_____

_____

_____ _____
(Company Name of Bidder) (Date)

BID BOND

ANNUAL CITYWIDE TREE MAINTENANCE

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

ANNUAL CITYWIDE TREE MAINTENANCE
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 certified check or cashier's check, 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

ANNUAL CITYWIDE TREE MAINTENANCE
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)

_____

_____

_____

<u>Prior Disqualification</u>

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

ANNUAL CITYWIDE TREE MAINTENANCE
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)

ANNUAL CITYWIDE TREE MAINTENANCE
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

ANNUAL CITYWIDE TREE MAINTENANCE
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

ANNUAL CITYWIDE TREE MAINTENANCE

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

ANNUAL CITYWIDE TREE MAINTENANCE
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

ANNUAL CITYWIDE TREE MAINTENANCE
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

MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages
(City of Sierra Madre/)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the City of Sierra Madre, a California municipal corporation ("City"), and
a ("Contractor").

2. RECITALS

2.1. City has determined that it requires the following maintenance services from a contractor described as:

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

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

3. DEFINITIONS

3.1. "**Scope of Services**": Such maintenance services as are set forth in Contractor's proposal dated to City attached hereto as **Exhibit A** and incorporated herein by this reference.

3.2. "**Agreement Administrator**": The name and title of the Agreement Administrator for this project is . 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 Contractor

3.3. "**Maximum Amount**": The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is Dollars ($).

3.4. "**Commencement Date**": .

3.5. "**Termination Date**": .

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 15 ("Termination") below. The contract shall be for Three (3) Years with the City option of Two (2) 1-Year extensions.

5. CONTRACTOR'S DUTIES

5.1. **Services**. Contractor 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, Contractor shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor'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.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep 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. **Campaign Contributions.** This Agreement is subject to Government Code Section 84308, as amended by SB 1439. Consultant shall disclose any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to the City prior to, or concurrent with, the Consultant's execution of this Agreement.

5.7. **Appropriate Personnel.** Contractor 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 Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. shall be Contractor's project manager/administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

5.8. **Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.

5.9. **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 Contractor agrees to use a skilled and trained workforce.

5.10. **Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.

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

5.12. **Records.** 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 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 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 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.

6. SUBCONTRACTING AND ASSIGNMENT

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

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

6.3. **Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

6.4. **Compensation for Subcontractors.** Contractor 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 Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. **Invoices.** Contractor 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. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.

7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor 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 Contractor.

8. LABOR CODE

8.1. **Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

8.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this 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.

8.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars ($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 this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the

provisions of the Labor Code. In addition, 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 shall be paid to each worker by Contractor.

8.4. **Apprentices.** Contractor shall comply with the provisions of Labor Code section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.

8.5. **Payroll Records.** Pursuant to Labor Code section 1776, Contractor and any subcontractor(s) 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 Contractor 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 section 1811 and Labor Code section 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.

Pursuant to Labor Code section 1776, such records must be maintained for at least three years after completion of work.

8.6. **8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code section 1810 and Labor Code section 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to 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 City $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(s) 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.

8.7. **Registration with DIR.** Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code section 1771 and Labor Code section 1725.5 requiring registration with the Department of Industrial Relations (DIR). Contractors shall be registered through the Department of Industrial Relation's (DIR) Public Works Program for state and local public works contracts, for maintenance work valued at more than $15,000.

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

10.1. **General.** Contractor is, and shall at all times remain as to City, a wholly independent contractor.

10.2. **No Agent Authority.** Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

10.3. **Independent Contractor Status.** Under no circumstances shall Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor shall be responsible for all reports and obligations 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.

10.4. **Indemnification of CalPERS Determination.** In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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.

11. INDEMNIFICATION

11.1. **Definitions.** For purposes of this Section 11, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

11.2. **Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor

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 arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.

11.3. **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. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

11.4. **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. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5. **Defense Deposit.** The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.

11.6. **Waiver of Statutory Immunity.** The obligations of Contractor under this Section are not 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 City.

11.7. **Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.

11.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor'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.

12. INSURANCE

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

12.2. **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 Contractor's obligation to provide them. Contractor shall file with City:

- 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 (project name):

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- 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.

13. 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

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

13.1. **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.

13.2. **Worker's Compensation Insurance.** Contractor 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 Contractor 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 Compensation Fund, such agency shall be a company authorized to do business in

the State of California.

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

13.4. **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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

13.5. **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, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

13.6. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor 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 Contractor under this Agreement. Failure of the Contractor 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.

13.7. **Insurance Notices.** Contractor 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. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor 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: , 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024.

13.8. **Contractor's Insurance Primary.** The insurance provided by Contractor, 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 Contractor's insurance and shall not contribute with it.

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

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

13.11. **Premium Payments and Deductibles.** Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor 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. Contractor shall be responsible for all premiums and deductibles in all of Contractor's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

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

14. MUTUAL COOPERATION

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

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

15. 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, electronic mail or overnight courier service during Contractor'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:

City of Sierra Madre
Attn:
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Email:

If to Consultant:
Name:

Address:

Address 2:

City, State, Zip:

Email:

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

16. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 12.12 (Waiver of Subrogation), paragraph 13.2 (Contractor 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.

17. TERMINATION

17.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Contractor. Contractor 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.

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

17.3. **Compensation Following Termination.** Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor 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.

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

18. INTERPRETATION OF AGREEMENT

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

18.2. **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 express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor 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 Contractor.

18.3. **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.

18.4. **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).

18.5. **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.

18.6. **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.

19. GENERAL PROVISIONS

19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Contractor for performance of this Agreement are deemed confidential and Contractor 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.** Contractor maintains and warrants that it has not employed

nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor 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 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.** Contractor 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 Contractor.

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.** Contractor 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. Contractor 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 Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor 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.** Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.

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.

19.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

19.12. **Venue.** The venue for any litigation shall be the Superior Court Los Angeles County, California and Contractor hereby consents to sole jurisdiction in that court 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.

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

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:

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

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 contract 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 City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date: _____

Signature

Printed Name

Title

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

ANNUAL CITYWIDE TREE MAINTENANCE
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

ANNUAL CITYWIDE TREE MAINTENANCE

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 SUPPLY AND INSTALLATION OF STATIONARY GROUND MOUNTED DIESEL GENERATOR, 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

ANNUAL CITYWIDE TREE MAINTENANCE
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

ANNUAL CITYWIDE TREE MAINTENANCE
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

ANNUAL CITYWIDE TREE MAINTENANCE
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. The City of Sierra Madre is requesting sealed bids from qualified firms and/or individuals for the restoration of Lizzie's Trail Inn & Richardson House. The work will consist of stabilizing structures, replace roofing, manage tree interference, and preserve the historic character of both sites. The project is designed to provide a 20 – 30 year solution for building longevity.

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.

[If additional Working Drawings are required that are not shown on Table 3-8.2, add the following Section 3-8.2]

3-8.2 Working Drawings. *Add the following:*

Working drawings are required in the following subsections in addition to those shown on Table 3-8.2:

[add table of additional working drawings, if applicable]

Working drawings listed above as Items *(List Items)* shall be prepared by a Civil or Structural Engineer registered by the State of California.

[If additional Shop Drawings are required that are not shown on Table 3-8.2, add the following Section 3-8.3]

3-8.3 Shop Drawings. *Add the following:*

In addition to the requirements of Table 3-8.3, shop drawings shall be required as specified in these Special Provisions, Part 2 through Part __.

[The Greenbook specifies that the Engineer will provide surveying and construction staking. If the contractor is required to provide the construction staking, add the following Section 3-10 and related subsections]

3-10 SURVEYING. *Substitute the following:*

3-10.1 General. The CONTRACTOR will provide all necessary construction surveying, staking or markings for locating the limits of construction and shall comply with the provisions of 2-9 of these Standard Specifications. The CONTRACTOR shall bear all costs for restaking or marking.

Construction surveys shall be done only under the direction of the Engineer by a Registered (licensed) Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state. The AGENCY will provide available record map information. The CONTRACTOR is responsible for obtaining all necessary record maps, centerline ties and survey notes from Los Angeles County.

The CONTRACTOR and his surveyor shall provide the Engineer with a copy of the constructing staking field notes used to construct the improvements. In addition the CONTRACTOR shall also prove a plot of the improvements to be constructed based on the surveyor's construction staking and markings prior to the installation of the improvements. The plot shall be the same scale as the improvement plans.

3-10.2 Permanent Survey Markers. The CONTRACTOR shall notify the Engineer, or the owner on a Private Contract, at least 7 days before starting work to allow for the preservation of survey monuments, lot stakes (tagged), and bench marks.

The CONTRACTOR shall protect existing survey monuments, if any exist within the work limits, during the entire project. Asphalt overlaying of existing survey monuments in the roadway will not be permitted. In the event a surveyed monument lies within an area to be cold planed, removed or reconstructed, the CONTRACTOR shall immediately notify the AGENCY's representative and protect said monument until the monument is relocated.

The CONTRACTOR shall reestablish destroyed survey monuments at the CONTRACTOR's expense.

The Engineer, or the owner at its cost, shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The CONTRACTOR shall not disturb survey monuments, lot stakes (tagged), or bench marks without the consent of the Engineer or the owner on Private Contracts. The CONTRACTOR shall bear the expense of replacing any that may be disturbed without permission.

Replacement shall be done only under the direction of the Engineer by Registered (licensed) Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the CONTRACTOR shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise specified.

3-10.3 Line and Grade. The CONTRACTOR shall be responsible for all survey and layout of work.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the CONTRACTOR shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

All work shall conform to the lines, elevations, and grades shown on the Plans.

Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, the CONTRACTOR shall be responsible for any error in the grade of the finished work.

Grades for underground conduits will be set at the surface of the ground. The CONTRACTOR shall transfer them to the bottom of the trench.

3-10.4 Survey Service. The Engineer will oversee surveying adequate for construction. The CONTRACTOR shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the CONTRACTOR at his expense.

The CONTRACTOR shall notify the Engineer in writing at least 2 working days before survey services take place for the laying out of any portion of the Work. The CONTRACTOR shall dig all holes necessary for line and grade stakes.

Unless otherwise specified, stakes will be set and stationed by the CONTRACTOR for curbs, headers, sewers, storm drains, structures, and rough grade. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet.

3-12 WORK SITE MAINTENANCE

3-12.1 General. *Add the following:*

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.

None

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.

[For inspection of special items at the source, add the following to

4-3 INSPECTION *Add the following:*

4-3.1 General. *Add the following:*

The following special items of equipment are subject to inspection at the source:

[List specialty items here]

[For Testing of Materials that will be paid by the Agency, add the following to Section 4-4]

4-4 TESTING.

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.

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 <u>any</u> excavation <u>"Underground Service Alert of Southern California"</u> (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) 355-7135

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:*

6-1.3 Pre-Construction Meeting and Submittal. A pre-construction meeting will be conducted by the City prior to commencement of construction at a time and place designated by the City. Those attending the meeting shall include, but not be limited to, the following:

a. The CONTRACTORs representative(s)

b. Sub-CONTRACTORs representative(s), if needed

c. City of Sierra Madre Director of Public Works

d. The Design Engineers

e. The Construction Engineers

f. The affected utility companies' representatives

g. City of Sierra Madre Public Works Inspectors

h. Caltrans' inspector and/or representative(s)

One week prior to this meeting the CONTRACTOR shall submit the following:

1. Construction Schedule

2. Traffic Control Plan
3. Emergency Contact List
4. List of Subcontractors
5. Storm Water Pollution Prevention Plan (SWPPP)

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 Public Works	(626) 355-7135
City of Sierra Madre Police Department	(626) 355-1414
City of Sierra Madre Fire Department	(626) 355-3611

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, flag persons, 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:

No contractual work shall be performed in the public Right-of-Way during the first week of school unless approved by the City Engineer.

A. All traffic lanes shall be open for public use on the days and at the times specified below, unless approved otherwise by the City Engineer:

1. Saturdays, Sundays and AGENCY designated holidays: from 12:01 a.m. to 11:59 p.m.
2. Fridays and any days preceding an AGENCY designated holiday: from 3:00 p.m. to 11:59 p.m.
3. *[List other days, if needed]*
4. Non-construction hours: all hours when the CONTRACTOR's employees are not physically present at the construction site actively performing contract work.

B. On those days and hours when closure of traffic lanes is not prohibited under the provisions of the preceding subparagraph A, no more than one travel lane may be closed at any time during construction hours. During any lane closure, Type II flashing arrow boards shall be used in accordance with the 2012 California MUTCD.

C. Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in Paragraph A. Under no circumstances shall traffic signal be placed in flash operation without prior approval from the Project Engineer. Traffic signal will be only placed in flash operation by City personnel. CONTRACTOR shall contact the Project Engineer at least two (2) working days in advance to coordinate traffic signal service.

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)

SECTION G – SPECIAL PROVISIONS – PART 2 THROUGH 6

ANNUAL CITYWIDE TREE MAINTENANCE
IN THE CITY OF SIERRA MADRE, CALIFORNIA

The following Special Provisions describe materials, methods of construction, and measurement and payment for items of work that are unique to the project. These 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.

[The Consultant Engineer/Designer should organize these with the order/format of the Standard Specifications. The Project Manager should ensure that the format is complied with prior to acceptance.]

[Add Special Provisions to the following Parts of the Standard Specifications, as needed. Be sure to include a description of measurement and payment for each item of Work, such as "unless otherwise specified, no separate payment will be made for compliance with the provisions of this section," or "all costs involved shall be absorbed in the CONTRACTOR's overall bid for the project."]

PART 2 – CONSTRUCTION MATERIALS

PART 3 – CONSTRUCTION METHODS

PART 4 - EXISTING IMPROVEMENTS – Existing improvements shall be protected during any demolition and during construction/restoration.

PART 5 – PIPELINE SYSTEM REHABILITATION – N/A

PART 6 – TEMPORARY TRAFFIC CONTROL – A Traffic Control Plan shall be submitted for approval if traffic is to be obstructed during any phase of demolition and/or construction.

(End of Section)

APPENDIX I

ANNUAL CITYWIDE TREE MAINTENANCE
IN THE CITY OF SIERRA MADRE, CALIFORNIA

SCOPE OF WORK

1. Specifications
All tree maintenance work shall be performed in accordance with the highest quality standards. All work performed or equipment or parts supplied by Contractor shall be subject to applicable Federal and State Standards, approved proposals, contract documents, City inspection, and approval by the City, its Public Works Director, or his authorized representative. Failure to pass inspection on any maintenance, repair and service item will result in non-payment for that item until such time as the Contractor can complete the item to the satisfaction of the City. The work performed shall be done in accordance with the General Provisions, Special Provisions and Agreement. The work shall conform with the highest quality as defined by arboricultural resources as selected by the City. As needed, the work shall also follow the Standard Specifications for Public Works Construction, latest edition, and/or Caltrans Standards, hereinafter referred to as the Standard Specifications. In case of conflict between the Standard Specifications and the City Specifications, the City Specifications shall take precedence over and be used in lieu of such conflicting portions. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals and do all the work involved in executing the Agreement.

2. Compensation for Maintenance
City will compensate Contractor for tree maintenance at the Bid Proposal unit prices per the Bid Proposal and in accordance with the provisions of the Draft Citywide Tree Maintenance Services Agreement. Said compensation shall include all labor, materials, equipment, overhead and profits to perform the routine service and no extra compensation will be allowed therefor. No additional compensation will be allowed for compliance with all provisions of these Specifications.
Extraordinary maintenance shall be invoiced at the established rates per unit prices per the Bid Proposal and shall include, as appropriate, all labor, materials, equipment and profit. All items not covered by unit prices shall require a negotiated price and approval by the Public Works Director or his authorized representative. All extraordinary maintenance requires City authorization per Task Order prior to beginning the work unless the work is an emergency repair required to restore the safe operation of the public right of way. Contractor shall still submit the appropriate documentation for subsequent authorization of the emergency work including photos of any visible damage with details of any final repairs that might be required including a schedule for completion. City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be

reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other firms selected by the City as requested. Emergency work shall be invoiced at the established rates per time and equipment hourly rates per the Bid Proposal plus materials, if any, at cost plus 15%.

3. Contractor Requirements
The Contractor shall at all times maintain local facilities where assigned personnel have access to all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work within the required response times necessary to maintain the City's urban forest.

4. Service Requests 24-Hour Phone Access
The Contractor shall maintain a single, attended (real person contact) local telephone number where they can be reached twenty-four (24) hours a day, seven days a week to provide tree maintenance and emergency response as requested by the City.
The Contractor shall maintain and provide mobile communication that allows the City direct phone and email communications with all supervisors assigned to the City and their designated representatives. This includes providing equipment for their receipt and responses to emails in addition to phone calls while in the field.

5. Response Criteria for Requested Services
Routine and Extraordinary Tree Maintenance shall be scheduled following the issuance of a Task Order to begin work within fourteen (14) calendar days or as mutually agreed. Whenever the Contractor receives emergency service calls from the City or its designated representatives, Contractor shall provide immediate response to emergency calls and dispatch the qualified personnel and equipment to reach the site within two (2) hours of the contact, including Saturdays, Sundays, and holidays. Contractor is required to provide the reporting party with an estimated time of arrival. As part of emergency response, Contractor may be required to respond to accidents or tree failures. Photos shall be taken of any damage and submitted with a written report summarizing the results of the examination and inspection. These reports and photos shall be submitted within five (5) calendar days. Contractor shall clear the public right of way or specified area of any tree, limb or debris and clean the site of any debris on the public right of way or specified area. Once the public right of way or specified area is clear, any remaining needed work shall not be included in the emergency response but shall otherwise fall under routine tree maintenance work by Task Order.

6. Traffic Control
Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times and conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. No lane closures will be permitted between the hours of 7:00 a.m. and 9:00 a.m. or 3:30 p.m. to 6:00 p.m. unless an emergency exists and such a closure is necessary to safeguard the traveling public. The Contractor shall furnish, erect and maintain such fences, barriers, lights, warning devices and signs in compliance with Part 6 "Temporary Traffic Control" of the current "California Manual of Uniform Traffic Control Devices" (MUTCD-Latest Version) published by the State of

California, Department of Transportation, the standards as contain in the "Work Area Traffic Control Handbook" (WATCH-latest edition) published by Building News Inc. or as may be deemed necessary by the Public Works Director to give adequate warning to the public at all times that the road or street is obstructed and of any abnormal conditions to be encountered as a result thereof. All trucks shall be equipped with a minimum of eight (8) STOP signs and small barricades or stands that can be placed in the intersection during an emergency response, shut down or "blackout" intersection as needed. Each vehicle used to place and remove components shall be equipped with a flashing arrow board, which shall be in operation when the vehicle is being used for placing, maintaining, or removing components. All staff shall, at all times, wear ANSI 107-2015, Class II safety vests.

7. Routine Maintenance

Routine Tree Maintenance is specified as follows: The Contractor shall provide routine maintenance of the City's urban forest based upon the issuance of a Task Order consistent with the unit prices in the Bid Proposal. Routine tree maintenance is defined by the bid items in the Bid Proposal and the Specifications, and, as well is further defined as all of the City's urban forest that is accessible from the public right of way or vehicle accessible trails or pathways in the City's open space where these trees are reachable by the largest, longest reach, commercially available, boom truck/aerial lift. All said trees are considered to be within the definition of Routine Tree Maintenance, regardless of other location factors, as is solely defined and determined by the City.

8. Extraordinary Maintenance

Extraordinary Tree Maintenance is specified as follows: The Contractor shall provide extraordinary tree maintenance of the City's urban forest based upon the issuance of a Task Order for each work effort consistent with the unit prices in the Bid Proposal. Extraordinary tree maintenance is defined by the bid items in the Bid Proposal and is further identified as all of the City's urban forest that is not accessible from the public right of way or trails or pathways in the City's open space. The trees under this item of work are generally on steep slopes, in ravines and open spaces not accessible by vehicle. All trees maintained shall require manual means, rigging and roping, personnel climbing in trees, and the dragging and removal of all trimmings and debris by manual means to the closest vehicle location. The Contractor shall NOT drive or park on any City sidewalk to perform this work. City sidewalks ARE NOT designed to accommodate the large weight loads produced by tree maintenance equipment, and may crack, become compromised for pedestrians, or become aesthetically unpleasing. Payment to rig/hand climb and utilize Ground Crews on slopes shall be included in the cost per tree per the proposal. The Contractor shall not receive any additional payment for utilizing rig/hand climbing and Ground Crews.

9. Emergency Service

Emergency work shall be work associated with a call out from either the City, which may occur during any 24 hours of each day, due to an emergency, exigency, disaster, traffic collision, or other similar circumstances creating a safety issue for the public right of way or other City property. Contractor shall respond to emergency work and be on site within two hours of notice of the emergency and restore the public right of way or area,

on a temporary basis, to normal operating conditions. Emergency work shall be paid in accordance with the Bid Proposal on a time and materials basis including all labor, equipment and materials and no additional cost will be allowed therefore. Any work that is subsequently necessary to be performed to fully restore the public right of way or area shall not be considered to be emergency work and shall be completed under the Bid Proposal for routine tree maintenance or extraordinary work as authorized by a Task Order. Contractor shall maintain 24-hour-per-day emergency service.

10. Method of Payment

Upon the receipt of an itemized invoice within thirty (30) days of completion of the work, City shall compensate Contractor for work in accordance with the provisions of the draft Citywide Tree Maintenance Services Agreement. Any work not invoiced by the Contractor within 90 days of completion of the work shall not be paid.

a. Materials

The City shall pay to the Contractor for materials used in extraordinary maintenance the Contractor's cost from the supplier plus the percentage mark-up specified in the Contractor's bid proposal but in no case greater than 15%. All materials and parts shall be new or have the approval of the Public Works Director, if otherwise. The City has the right to inspect the Contractor's records to verify any material costs used in extraordinary maintenance.

b. Direct Labor

Contractor shall present with its monthly invoice a record of hours spent in extraordinary maintenance and/or emergency services for tree maintenance. City shall pay the Contractor for such hours of extraordinary maintenance and/or emergency response at the rates specified in the Bid Proposal. Said hourly rates shall be the total cost to City. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of, workmen for health and welfare, insurance workmen's compensation, pension, vacation, sick leave, or any local, state, federal, or union tax or assessment.

c. Equipment

City shall pay Contractor for equipment used in extraordinary maintenance on a per hour basis as specified in the Bid Proposal and per the appropriate required equipment to complete the work. The Contractor's listing of per-hour equipment rates shall constitute total rates to be paid by City when specified equipment is used. No additional payments of any kind shall be paid for equipment except as specified on the Bid Proposal for per-hour rates. No additional compensation shall be paid for transporting the equipment to or from the job site.

11. Permits and Licenses

The Contractor shall procure all permits and license, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Contract. No fees will be charged for City-related projects.

12. Tree Asset Management

The Contractor, at its sole expense, within six months of the initiation of this contract, shall inventory all of the City’s urban forest with attribute data to the satisfaction of the City. Contractor shall maintain and provide the City with access to a tree record keeping

system consisting of an on-line software program that allows the City to view information about its tree population, including the description of each tree by species, height, diameter, work history, as well as tree and planting site location and other information as designated by City. Contractor shall also make this database accessible through the City's Geographic Information System and shall be compatible with same. All data in this system shall be owned by the City. The on-line software program shall be a City approved database program. The program shall have the capability to produce detailed reports of tree and site information, work histories, service requests, summary reports and pictures of City tree species. The program must allow for batch update of work histories. The Contractor shall provide complete software support to the City for the entire contract term. The City may require tree evaluations, including written reports. The Contractor shall provide an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree evaluations and site inspections.
During normal pruning process, if Contractor comes across a tree that is not in the City's tree inventory database, Contractor is responsible for recording the location and all appropriate tree attributes. This data is to be submitted electronically to the City via shapefile and shall conform to the City's requirements.

13. Emergency contact numbers
The Company/Contractor shall furnish the City with toll-free emergency telephone numbers which can be called 24-hours a day during emergency conditions. The Contractor shall make available personnel to respond to calls to alleviate emergency situations should they arise. Personnel shall be at the site of the emergency and shall initiate remedial action within two (2) hours from time of notification of emergency situations. An answering service is not adequate for emergency calls.

14. Licenses
The Contractor shall have and maintain a State of California Contractor's License as appropriate for the work for the duration of these services. Additionally, Contractor shall have and maintain additional licenses as required by any governmental regulation for any other regulated work.

15. Dress Code and Appearance of Personnel
The Company/Contractor shall be required to provide uniforms for personnel assigned to the Project, meeting the City's approval. Sufficient clothing changes shall be provided to personnel to always present a neat and clean appearance of the tree maintenance personnel at all times. All employees working in or around right-of-way must wear reflective safety vests meeting ANSI/ISEA 107-2015 Class II, or better, Standards and, as appropriate, safety helmets, safety goggles, and other safety gear.

16. Interaction with Public
All of the personnel shall exhibit and practice courteous and ethical behavior during all times of the Agreement and during all interactions with the public to the City's satisfaction. All personnel shall be capable of basic communication skills in the English language. Any personnel deemed not meeting the City's standards shall be promptly removed from the Project. Contractor's personnel shall always make their best efforts to be responsive, polite, and cooperative when interacting with representatives of the City,

or any other City employees. Contractor's personnel shall be required to work in a pleasant and professional manner with City employees, outside Vendors and the public. Nothing contained in this RFP shall be construed as granting the Contractor the sole right to supply personnel or contractual services required by the City or without the proper City approval and the issuance of a Task Order.

17. City's Right to do Work
The City reserves the right to do work within any area.

18. City Liaison
The City representative and the Contractor's Supervisor will meet on a weekly basis when work is being performed in the City or on a schedule as determined by City. The cost for meetings is deemed included in other items of work and shall not be invoiced to the City.

19. Communications
In addition to emergency telephone access and regularly scheduled meetings, Contractor shall maintain standard office contact methods including telephone, facsimile machine, and U.S. mail. Contractor shall maintain and utilize an email account specific to the City of Sierra Madre. Email shall be the routine communication media for submission of documents, requests, task orders, reports, etc.

20. Scheduling
The Contractor shall accomplish all routine work required under this contract between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. The City may grant, on an individual basis, permission to perform the work at other hours. No work that generates excess noise, such as by use of a chipper, shall be commenced before 8:00 a.m. The Contractor shall perform its work at such time as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. The Contractor shall submit a work schedule describing proposed operations and when work will be accomplished. The schedule shall be subject to approval and change by the City and shall be submitted prior to starting any tree maintenance operations. No work shall occur on City designated holidays.

21. Reports
The Contractor, as part of the Agreement, shall submit reports and schedules on a monthly basis as a pre-requisite for the submission of the Contractor's monthly request for compensation. Such reports shall include, but are not limited to, the following:
1. The results of work performed in the previous 30-day period, including, but not limited to, updates to the City's electronic the tree inventory database as defined herein.
2. Reports of work planned in the next 30-day period.
3. Any proposals in response to City issued Task Orders or information requests.
4. Any emergency work response in the previous 30-day period.

22. Supervision, Special Skills and Certifications
The Contractor shall assign a supervisor of field staff to assure performance of the tree

maintenance work is completed in accordance with these specifications. All field technicians shall be certified in their respective qualifications by an independent agency or per State licensing sufficient to competently perform their work. Contractor and the Supervisor shall have expertise and experience in arboriculture, pest control, disease identification, soils, fertilizers and plant identification. The Supervisor must be fluent in the English language. The Contractor and the Supervisor shall have the knowledge and ability to determine each tree species response to pruning, and to be able to properly prune the tree species listed on the task orders. All work shall the highest standards for tree maintenance and meet with the approval of the City. There shall be regular meetings on site with the Contractor and the City to determine progress and to establish areas needing attention. Any specific problem area which does not meet the condition of specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until the condition is corrected. All supervisory personnel shall possess and maintain a current and valid Certified Arborist Certificate, issued by the International Society of Arboriculture. All other personnel must possess and maintain a current and valid Certified Tree Worker Certificate, issued by the International Society of Arboriculture. A staff roster, including copies of certificates, must be submitted to the City prior to initiation of the contract and be maintained current throughout the term of the Contract.

23. Protection of Facilities/Utilities

The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above ground and underground on the City's property. Any damage to City property deemed by City to be caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no cost to the City. The requirement below to contact Underground Service Alert 48 hours prior to excavating shall not relieve the Contractor of the above-stated obligation. The Contractor shall carefully protect from damage all trees, shrubs, ground covers, turf, irrigation, water service, fences, sidewalk, buildings, automobiles, street lights, street signs, or any other facilities located on or adjacent to the job site. Should any direct or indirect damage or injury result to any public or private property by or because of any act, omission, neglect or misconduct in the execution of work, on the part of the Contractor or the Contractor's employees, such property shall be restored by the Contractor at no additional cost to the City, to a condition equivalent to that existing before damage occurred The Contractor shall be responsible for the complete removal and replacement of trees lost due to the Contractor's faulty maintenance or negligence, as determined by the Public Services Director. Replacement shall be made by the Contractor in the kind and size of trees as determined by the Public Works Director. Where there is a difference in value between the trees lost and the replacement of trees, this difference will be deducted from the contract payment. In all cases, the value of the trees lost will be determined by the Public Works Director, using the latest Council of Tree and Landscape Appraisers - Guide for Plant Appraisal. If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems, i.e., utility lines. This does not release the Contractor of the responsibility for taking reasonable precaution when
working in these areas. Any damage or problems shall be reported immediately to the City.

Safety Orders
The Contractor shall comply with the provisions of any Agency ordinances or regulations, State Laws, and Federal Regulations regarding requirements for the protection of excavations and the nature of such protection.
In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation of five feet or more in depth and into which a person is required to descend. Prior to beginning of excavations requiring shoring, the Contractor shall provide the design of the shoring system as prepared by a licensed civil engineer and designate in writing to the Engineer someone whose responsibility it is to supervise the Project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring, and bracing. In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for construction safety and for any damages which may result from its failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the Project.

24. Contractor Neglect
Any damage to City or private property which has been determined by the City to be due to the Contractor's neglect or actions, shall be corrected by the Contractor at no additional cost to the City.

25. Safety
Contractor shall be solely responsible for providing a safe work place, and compliance with standards and regulations of the Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law. Any person working in proximity to electrical conductors shall be properly trained in electrical hazard recognition and avoidance, and possess the appropriate qualifications required by the State of California. Any dead tree, tree with excessive decay, or tree with a substantial defect such as a split, crack, or unstable root system, shall be reported immediately to the Public Works Director.
The Contractor shall postpone any tree maintenance activity wherein a vehicle is in proximity and such activity has the likelihood of causing damage to vehicle. In such instances, it is the responsibility of the Contractor to immediately notify the vehicle owner and request to have the vehicle moved to a safe location.

26. Preservation of Wildlife
Reasonable efforts shall be taken to protect and preserve the nests, or nesting cavities, of beneficial birds and other beneficial animals, unless in-so doing would create a hazardous condition. California Department of Fish and Game Code Section 3503 states, "It is unlawful to take, possess or needlessly destroy the nest or eggs of any bird," therefore, it shall be the Contractor's responsibility to bypass and leave

undisturbed any or all trees scheduled for pruning or removal if active nesting birds or eggs are found to occupy the tree(s).

27. Equipment Operations
The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment. All equipment deemed by City to be in disrepair or unsatisfactory, shall be repaired or replaced immediately.

28. Traffic Control
The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make its own arrangements relative to keeping the working area clear of vehicles. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the construction area. The Contractor shall utilize and follow the requirements of the Caltrans Traffic Manual or the Work Area Traffic Control Handbook prior to implementing any lane closures. Special attention shall be made to protecting and maintaining bicycle lanes. Should any lanes need to be closed to facilitate maintenance operations, Contractor shall minimize this occurrence and post notices as required.

29. Noise Control
The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract. Operations and equipment use is restricted to the hours of 7:00 a.m. to 7:00 p.m. Noise generating equipment shall not be used before 8:00 a.m. It is the responsibility of the Contractor to become familiar with all local sound control and noise level rules, regulations, and ordinances. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the Project without said muffler.

30. Water Quality
Contractor shall be familiar with and comply with all provisions of the National Pollution Discharge Elimination System as implemented by City and via permits issued by the Los Angeles Regional Water Quality Control Board. Contractor shall comply with Stormwater Best Management Practices.

31. Quality of Work
The quality of work will continue to play a part in the success and acceptance of this project. Selective pruning shall be employed at all times following the most current standards of the Western Chapter International Society of Aboriculture's pruning standards.The City representative shall be the sole judge as to the adequacy and quality of the maintenance.

32. Pruning Standards

Before any work commences, Contractor shall prune one typical tree of each different species scheduled for work. Work shall be to the satisfaction of the City and will be the form all other trees are trimmed to. Pruning shall be in strict accordance with all standards and methods as prescribed by the International Society of Arboriculture.

The Contractor shall prune to retain the natural structure of each tree species, unless otherwise directed by the Public Works Director, and have the knowledge and ability to determine each tree species response to pruning. Pruning patterns shall be consistent so that visual continuity is maintained, and the value of all City trees pruned is increased. The use of chain saws shall be restricted to those cuts that cannot be made with hydraulic, pneumatic, or manually operated lopping shears. All blades, chains and other cutting devices shall be kept sharpened, to make a clean final cut, with the bark intact and free from stripping or shredding. Wound dressings are not permitted. Pruning cuts shall be made carefully and at the proper location; this will be back to the parent branch or trunk, just to the outside of the branch collar and branch bark ridge. Branch cuts shall be kept as small as possible to prevent excessive decay. No live branch greater than eight (8) inches in diameter (measured at the base of the branch) shall be removed without authorization from the Public Works Director, unless said branch is weakly attached or has other significant defect. Limbs, measuring two (2) inches or greater in diameter, shall be removed using the three-cut method. When pruning mature trees, no more than twenty-five (25) percent of the leaf-bearing canopy should be removed. Live Oaks are limited to ten (10) percent. When reducing the length of a limb back to a lateral branch, the lateral should be at least one- third the diameter of the portion removed. Young trees shall be pruned primarily to improve structure.

Private trees encroaching upon a City sidewalk or street, and are not providing proper height clearance requirements, shall be raised on the street-side only to mitigate nuisance. The use of climbing spurs, gaffs, or any other climbing devise that causes puncture wounds is prohibited, except for aerial rescue efforts, or during removals.

The Contractor shall not prune any tree(s), which have been pruned by a resident or homeowner and have been trained, cut, or sheared in such a way to form a hedge, espalier, or picturesque shape, and have not been trained in the normal landscape shade tree standard of pruning. Such trees shall not be recorded on the work list. These trees are to be noted, and the Contractor shall inform the Public Works Director of them by address. Any inappropriate piece of metal, wire, rubber, wood, or other material that is damaging the growing tissue of a tree or predisposes the tree to irreparable damage in the future, shall be removed. If it is determined that the material cannot be removed without further damage to the growing tissue of the tree, it shall not be removed, but necessary actions shall be taken to reduce the impact of this material to the tree by cutting out as much of the exposed surface of it as possible. Vines that are entwined on the trunk or throughout the limb structure shall be removed with caution, avoiding injury to tree.

33. Tree Maintenance Definitions - Pruning

a) Full Pruning - The objective is to improve tree structure, reduce wind sail effect, allow for improved light penetration, provide proper clearances, and to remove dead or other undesirable limbs. Selective pruning shall be implemented; any or all pruning techniques shall

be applied depending on the requirements of each tree. These include, structural pruning, crown cleaning, crown thinning, crown reduction, crown raise and crown restoration.
b) Crown Raise - In areas where raises are specified, no other type of pruning shall be done. A crown raise is removal of lower branches only, to provide proper height clearance. Fourteen and one- half (14.5) feet clearance is required over streets, where applicable. Nine (9) feet clearance is required over parkways and sidewalks. Eleven (11) feet clearance is required over equestrian trails. To avoid destroying the natural structure of small trees, they shall not be raised to the afore-mentioned Specifications. Instead, such trees shall be pruned to reduce the length of the obstructing limbs.
c) Crown Cleaning - In areas where cleaning is specified, no other type of pruning shall be done. Crown cleaning is the removal of dead, dying, diseased, broken and weakly attached branches. Crown cleaning shall also include crown raise, when needed to provide proper clearance.
d) Crown Reduction - In areas where height issues are specified, no other type of pruning shall be done. Crown reduction is used to reduce the height and/or spread of a tree. Thinning cuts are most effective in maintaining the structural integrity and natural form of a tree and in delaying the time when it will need to be pruned again. The lateral to which a branch or trunk is cut should be at least one-half the diameter of the cut to be made.
e) Palm Pruning - Palm fronds are to be removed so that a 90-degree angle is achieved. The angle shall be measured from the horizontal axis of the growing point base. All dead fronds, flower stalks and fruit stalks shall be removed and cut as close to their base as possible without damaging adjacent fronds or trunk tissue. Loose petioles from previous pruning operations shall be removed carefully. When pruning palms in the Phoenix genus it is imperative to sterilize all pruning equipment avoid possible tree-to-tree transmission of the disease Fusarium oxysporum.

34. Tree Maintenance Definitions - Tree Removals
a) All tree removal operations shall be in strict accordance with the methods prescribed by the International Society of Arboriculture.
b) Trees designated for removal by the Public Works Director will be marked with a DOT, using white paint, on the trunk, just above the root collar of the tree. If for any reason there is doubt regarding the trees(s) to be removed, the Public Works Director will be contacted before work commences.
c) Felling is permitted providing it can be safely achieved without endangering surrounding property and will not interfere with vehicular traffic. A tag line(s) shall be used to direct fall always. All bystanders shall be kept at a safe distance from the work site.
d) Trees too large to fell shall be removed in sections. Each section shall be cut into a size that can be handled easily and safely by one tree worker. If section is too heavy for one worker, it shall be rigged and lowered to the ground. The means of lowering shall be acceptable to the Public Works Director.

35. Tree Maintenance Definitions - Stump Grinding
a) Stump grinding shall be incorporated with the removal of the tree and performed on the same day. The underground service alert regional notification center (Dig Alert)

must be called prior to the start of the removal list, to allow enough time for each site to be marked before work begins.
b) It shall be the responsibility of the Contractor to remove the USA markings within five (5) working days after the stump has been ground.
c) The depth of stump grind shall be no less than eighteen (18) inches below lowest surface grade. The grind shall comprise the entire stump below soil surface and any uplifted portion of the soil caused by the root flare. Exposed roots, whether in the public right of way or private property, shall be traced and ground or chopped out to a depth of no less than eight (8) inches below the lowest surface grade. If irrigation is damaged it shall be repaired immediately. The site shall be backfilled with a mix of 60% soil and 40% of the remaining wood chips; then firmly tamped down to allow for as little settling as possible. All excess wood chips and soil shall be hauled away. When complete, the work site shall be level and at the original soil grade of the surrounding area.
d) Control of stump re-growth shall be accomplished through the use of herbicides as deemed necessary by plant growth characteristics, under certain environmental and cultural condition, and/or City direction. Specific herbicides and methods of application are subject to approval by the City prior to use. Typically, a systemic herbicide such as Glyphosate is the herbicide of choice for stump re-growth control and applied as per manufacturer's recommendations. All pesticide applications must be preceded and accompanied by a written recommendation by a State Licensed Agricultural Pest Control Advisor (PCA). All personnel applying pesticides must possess a valid agricultural qualified applicator's license Q.A.L. holder. The full cost of the stump regrowth control process as outlined above will be borne by the contractor as part of the tree removal unit price.

36. Tree Maintenance Definitions - Tree Planting and Staking
a) Trees purchased by the Contractor shall comply with the specifications set forth in the Standards for Purchasing Container-Grown Landscape Trees
b) All trees shall be planted according to the Standards prescribed by the International Society of Arboriculture. The City standard drawing for tree planting shall be followed.
c) The Contractor shall follow the requirements of UNDERGROUND ALERT before the excavation of any tree-planting site.
d) Prior to planting, the natural root flare must be identified. Any soil that may be covering the root flare must be removed. The planting hole shall be dug to a size of two times the width of the root ball, leaving the bottom firm, to prevent the tree from settling. The container shall be removed carefully to prevent root or stem damage; the tree shall not be pulled by the stem. If
the container does not come off easily, it shall be cut on one or more sides, from top to bottom,
to allow its removal. Circling roots shall be separated and spread outward. Densely matted
roots that cannot be teased apart shall be cut cleanly in two places.
e) The tree shall be lifted by the root ball only and carefully placed in the planting hole. The
root ball shall be oriented so that the tree stands vertical, with the top of the root ball approximately one to two inches higher than the soil grade. Backfill shall be native soil only

with no rocks greater than three inches diameter. Soil shall not be placed on top of the root ball. Displace air pockets in the backfill by moderately tamping with shovel handle and watering in. Check for settling and add backfill if necessary. To avoid compaction of the soil, do not tamp the backfill with excessive pressure or use broad, heavy objects.
f) Any tree that can stand upright without support and would be able to withstand prevailing winds along with yearly Santa Ana wind occurrences shall not be staked.
g) If upon determining a tree cannot support itself, two stakes of good quality treated lodge pole pine not exceeding eight feet in length and no more than two and one-half inches in diameter, shall be used. The stakes shall be placed in a northwest / southeast configuration to give maximum support during heavy wind conditions and placed outside the root ball, avoiding any damage to roots. Stakes shall be pounded down until sufficiently stable. The top of the stakes interfering with branch structure shall be cut off below the lowest branch where the tree's growth habit permits.
h) Trees shall be tied to stakes using rubber cinch ties, thirty-two inches in length, attached by a method of a figure eight loop between the tree trunk and each stake. Ties shall be attached to stakes with galvanized nails driven into the stakes. A minimum of two ties shall be used, placed high enough on the trunk to support the crown. Additional ties shall be placed lower on the trunk if needed to straighten. Ties shall be taught enough to prevent trunk from rubbing against the stakes, but with a modest amount of slack to allow movement of the tree. Ties shall not be placed in branch crotches.
i) A plastic guard shall be placed loosely around the base of the trunk.
j) A watering basin shall be placed around the outer edge of the root ball in areas where runoff will occur. The basin shall be in the form of a tightly compacted soil berm, three inches in height. A watering basin is not required on turf or dense groundcover.
k) Staking Only - The Contractor shall stake any tree that is unable to stand upright on its own, whether the existing stakes have become loosened, damaged, incorrectly installed, or where the stakes are absent. This work shall be performed in any area where the contractor is pruning or where otherwise directed by the Public Works Services Director. All the standards shall be followed.
l) Stake Removal - The Contractor shall remove stakes from trees that have achieved enough stability and grown to at least three (3) inches diameter at breast height (DBH). The stakes should be pulled completely out of the ground when possible; otherwise, the stakes shall be cut down below grade and backfilled with soil. All undamaged tree stakes that are suitable for re-use shall be returned to the City. The Contractor shall dispose of all damaged tree stakes. Stake removal shall be performed in any area where the contractor is pruning, and there shall be no extra charge incurred.
m) Removal of Brush and Debris - The Contractor shall be responsible for the removal and disposal of all debris, i.e. wood, branches, brush, chippings, and any other material resulting from tree maintenance operations. Contractor must comply with all state, county and local laws and ordinances applicable to and governing such disposal. Disposal of all Eucalyptus wood infested with the larvae of the Eucalyptus Long Horned Borer shall follow the State of California Public Resources Code, Article 5, Section 4714.5.
n) Tree Watering - Watering is to be performed by a one-man crew with a water truck. Contractor shall include the pricing to water newly planted trees for the 6 weeks after initial planting. Watering will occur along various routes including landscape medians, parkways, parks, and City facilities.

o) Tree Warranty - Contractor will warranty all trees planted by contractor for up to 6 months. If the tree should die or decline dramatically the contractor will replace the tree with the original size installed.

37. ARBORIST SERVICES

On occasion, the City requires tree evaluations including written reports. The Contractor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

Section	ItemCode	Type	ItemDesc	UnitOfMeasure	Quantity	Reference	Manufacturer	ModelNum	BrandReq	BrandSpec	DeliveryLoc	UnitPrice
Base Bid - General Bid Items Lizzie's Trail Inn			Mobilization/Demobilization	LS	1							
Base Bid - General Bid Items Individual Full Tree Pruning			Up to 6" DBH	EA	10							
Base Bid - General Bid Items Individual Full Tree Pruning			From 7" to 18" DBH	EA	10							
Base Bid - General Bid Items Individual Full Tree Pruning			From 19" to 30" DBH	EA	10							
Base Bid - General Bid Items Individual Full Tree Pruning			From 31" to 36" DBH	EA	10							
Base Bid - General Bid Items Individual Full Tree Pruning			Over 36" DBH	EA	10							
Base Bid - General Bid Items Individual Crown Raise/Clearance Pruning			Up to 6" DBH	EA	15							
Base Bid - General Bid Items Individual Crown Raise/Clearance Pruning			From 7" to 18" DBH	EA	15							
Base Bid - General Bid Items Individual Crown Raise/Clearance Pruning			From 19" to 30" DBH	EA	15							
Base Bid - General Bid Items Individual Crown Raise/Clearance Pruning			From 31" to 36" DBH	EA	15							
Base Bid - General Bid Items Individual Crown Raise/Clearance Pruning			Over 36" DBH	EA	15							
Base Bid - General Bid Items Individual Palm Tree Services			Prune Date Palm	EA	10							
Base Bid - General Bid Items Individual Palm Tree Services			Remove Date Palm	EA	20							
Base Bid - General Bid Items Individual Palm Tree Services			Prune Fan Palm	EA	10							
Base Bid - General Bid Items Individual Palm Tree Services			Remove Fan Palm	EA	20							
Base Bid - General Bid Items Individual Palm Tree Services			Prune Other Palm	EA	10							
Base Bid - General Bid Items Individual Palm Tree Services			Remove Other Palm	EA	10							
Base Bid - General Bid Items Grid Tree Pruning			Up to 22" DBH	EA	600							
Base Bid - General Bid Items Grid Tree Pruning			22" DBH and over	EA	600							
Tree and stump removal			per inch	EA	45							
Tree only remvoal			per inch	EA	10							
Stump grinding			per inch	EA	10							
Special handling and disposal for contaminated trees			per ton	EA	5							
All inclusive tree planting and watering (6 mos)			15 Gallon tree	EA	20							
All inclusive tree planting and watering (6 mos)			24" box tree	EA	30							
Emergency Response Removal or trim			Weekday 2 hour minimum	Hourly	5							
Emergency Response Removal or trim			After hours, weekends, holidays 4-hour minimum	Hourly	5							
Arborist Review (no more than monthly)			2 hour minimum	Hourly	24							
Arborist Risk Assessment Report			1 hour minimum	Hourly	4							
Tree Planting Inventory Update Minimum of quartely			1 hour minimum	Hourly	4							
Arborist participation in Outreach Events			2 hour minimum	Hourly	6							
Provide/enter data to be included with the City's asset management program.			1 hour minimum	Hourly	20							
3 Man Crew+ 1 Aerial Lift Truck + 1 Chipper Truck			2 hour minimum	Hourly	4							
4 Man Crew+ 2 Aerial Lift Trucks + 1 Chipper Truck			2 hour minimum	Hourly	4							
5 Man Crew+ 2 Aerial Lift Trucks + 1 Chipper Truck			2 hour minimum	Hourly	4							
3 Man Crew+ 1 Aerial Lift Truck + 1 Chipper Truck			N/A	Per Day	1							
Emergency Response during normal work day, Paid at 2 hour minimum			2 hour minimum	Hourly	4							
Emergency Response during after-hours/weekends, Paid at 4 hour minimum			4 hour minimum	Hourly	3							

MAINTENANCE AGREEMENT

Prov

(City of Sierra Madre / West Coast Arborists, Inc.)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the City of Sierra Madre, a California municipal corporation ("City"), and West Coast Arborists, Inc., a California corporation ("Contractor").

2. RECITALS

2.1. City has determined that it requires the following maintenance services from a contractor: annual citywide tree maintenance services, including routine, extraordinary, and emergency tree services.

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

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

3. DEFINITIONS

3.1. "Scope of Services": The maintenance services and incorporated documents identified in Exhibit A, including the City Request for Bids and Contractor's bid dated August 10, 2026, together with the applicable PlanetBids unit-price schedule.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Brian A. Dickinson, Public Works Director. 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.

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 Contractor

3.3. "Maximum Amount": Compensation shall not exceed $200,000 in any contract year. The initial three-year term shall not exceed $600,000. If both one-year extensions are exercised, total compensation under this Agreement shall not exceed $1,000,000, subject to annual budget appropriation.

3.4. "Commencement Date": September 14, 2026.

3.5. "Termination Date": September 13, 2029.

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 15 (“Termination”) below. The contract shall be for Three (3) Years with the City option of Two (2) 1-Year extensions.

5. CONTRACTOR'S DUTIES

5.1. **Services**. Contractor 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, Contractor shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor'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.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep 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. **Campaign Contributions.** This Agreement is subject to Government Code Section 84308, as amended by SB 1439. Consultant shall disclose any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to the City prior to, or concurrent with, the Consultant's execution of this Agreement.

5.7. Appropriate Personnel. Contractor 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 Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. Herminio Padilla, Area Manager, shall be Contractor's project manager/administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

5.8. **Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.

5.9. **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 Contractor agrees to use a skilled and trained workforce.

5.10. **Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.

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

5.12. **Records.** 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 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 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 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.

6. SUBCONTRACTING AND ASSIGNMENT

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

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

6.3. **Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

6.4. **Compensation for Subcontractors.** Contractor 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 Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. **Invoices.** Contractor 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. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.

7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor 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 Contractor.

8. LABOR CODE

8.1. **Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

8.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this 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.

8.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars ($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 this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the

provisions of the Labor Code. In addition, 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 shall be paid to each worker by Contractor.

8.4. **Apprentices.** Contractor shall comply with the provisions of Labor Code section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.

8.5. **Payroll Records.** Pursuant to Labor Code section 1776, Contractor and any subcontractor(s) 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 Contractor 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 section 1811 and Labor Code section 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.

Pursuant to Labor Code section 1776, such records must be maintained for at least three years after completion of work.

8.6. **8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code section 1810 and Labor Code section 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to 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 City $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(s) 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.

8.7. **Registration with DIR.** Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code section 1771 and Labor Code section 1725.5 requiring registration with the Department of Industrial Relations (DIR). Contractors shall be registered through the Department of Industrial Relation's (DIR) Public Works Program for state and local public works contracts, for maintenance work valued at more than $15,000.

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

10.1. **General.** Contractor is, and shall at all times remain as to City, a wholly independent contractor.

10.2. **No Agent Authority.** Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

10.3. **Independent Contractor Status.** Under no circumstances shall Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor shall be responsible for all reports and obligations 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.

10.4. **Indemnification of CalPERS Determination.** In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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.

11. INDEMNIFICATION

11.1. **Definitions.** For purposes of this Section 11, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

11.2. **Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor

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 arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.

11.3. **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. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

11.4. **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. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5. **Defense Deposit.** The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.

11.6. **Waiver of Statutory Immunity.** The obligations of Contractor under this Section are not 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 City.

11.7. **Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.

11.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor'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.

12. INSURANCE

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

12.2. **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 Contractor's obligation to provide them. Contractor shall file with City:

- 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 (project name):

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- 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.

13. 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

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

13.1. **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.

13.2. **Worker's Compensation Insurance.** Contractor 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 Contractor 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 Compensation Fund, such agency shall be a company authorized to do business in

the State of California.

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

13.4. **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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

13.5. **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, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

13.6. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor 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 Contractor under this Agreement. Failure of the Contractor 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.

13.7. **Insurance Notices.** Contractor 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. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor 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: , 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024.

13.8. **Contractor's Insurance Primary.** The insurance provided by Contractor, 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 Contractor's insurance and shall not contribute with it.

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

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

13.11. **Premium Payments and Deductibles.** Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor 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. Contractor shall be responsible for all premiums and deductibles in all of Contractor's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

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

14. MUTUAL COOPERATION

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

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

15. 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, electronic mail or overnight courier service during Contractor'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:

City of Sierra Madre
Attn: Brian A. Dickinson
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Email: bdickinson@sierramadreca.gov

If to Contractor:

West Coast Arborists, Inc.
Attn: Victor Gonzalez, Vice President
2200 E. Via Burton St.
Anaheim, CA 92806
Telephone: (714) 991-1900
Email: vgonzalez@wcainc.com

With courtesy copy to:

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

16. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 12.12 (Waiver of Subrogation), paragraph 13.2 (Contractor 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.

17. TERMINATION

17.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Contractor. Contractor 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.

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

17.3. **Compensation Following Termination.** Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor 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.

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

18. INTERPRETATION OF AGREEMENT

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

18.2. **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 express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor 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 Contractor.

18.3. **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.

18.4. **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).

18.5. **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.

18.6. **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.

19. GENERAL PROVISIONS

19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Contractor for performance of this Agreement are deemed confidential and Contractor 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.** Contractor maintains and warrants that it has not employed

nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor 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 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.** Contractor 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 Contractor.

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.** Contractor 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. Contractor 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 Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor 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.** Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.

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.

19.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

19.12. **Venue.** The venue for any litigation shall be the Superior Court Los Angeles County, California and Contractor hereby consents to sole jurisdiction in that court 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.

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

"CONTRACTOR"

Authorized Signatories:

Signature: _____

Printed: Michael Bruckner

Title: City Manager

Date: _____

Signature: _____

Printed: Patrick Mahoney

Title: President

Date: _____

Attest:

Signature: _____

Printed: Laura Aguilar

Title: City Clerk

Date: _____

Approved as to Form:

Signature: _____

Printed: Aleks R. Giragosian

Title: City Attorney

Date: _____

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

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 contract 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 City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date:

_____
Signature

Printed Name

Title

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)

EXHIBIT A

Scope of Services and Incorporated Documents

Incorporated Documents

The Scope of Services consists of: (1) the City of Sierra Madre Request for Bids for the Annual Citywide Tree Maintenance Project, issued July 8, 2026; (2) West Coast Arborists, Inc. bid dated August 10, 2026; and (3) the applicable PlanetBids line-item/unit-price schedule. These documents are incorporated by reference.

Task Orders and Pricing

All work shall be authorized through written task orders issued by the Agreement Administrator and priced at the accepted bid unit prices. Actual annual expenditures may vary with task-order quantities but shall not exceed $200,000 per contract year or the applicable annual appropriation.

Scheduling

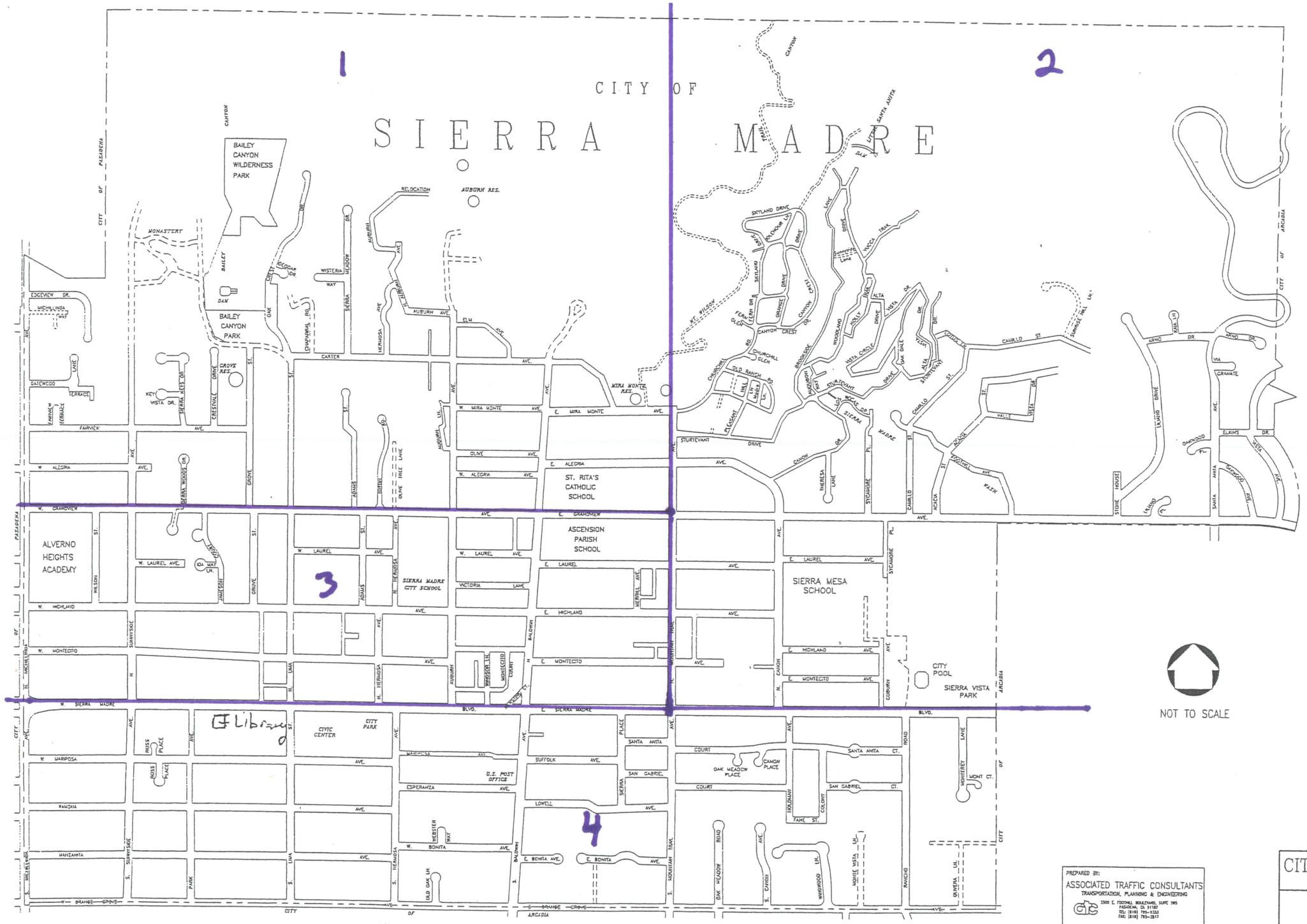
Routine and extraordinary work shall begin within 14 calendar days after issuance of a task order unless the City approves another schedule. The Contractor shall maintain a live 24-hour emergency contact and arrive onsite within two hours for emergency calls, including weekends and holidays.

Tree Inventory and GIS

Within six months after commencement, Contractor shall inventory the City's urban forest at Contractor expense and maintain the information in a City-owned online database compatible with the City's GIS. The database shall be updated throughout the Agreement term.

Reporting and Quality

Contractor shall coordinate with City staff while work is underway and provide required monthly reports before payment. Work shall be supervised by qualified arboricultural personnel and performed in accordance with the standards and service requirements stated in the RFB and accepted bid.


CITY OF
SIERRA MADRE
1
2
3
4
BAILEY CANYON WILDERNESS PARK
BAILEY CANYON PARK
AUBURN RES.
MIRA MONTE RES.
GROVE RES.
ST. RITA'S CATHOLIC SCHOOL
ASCENSION PARISH SCHOOL
ALVERNO HEIGHTS ACADEMY
SIERRA MADRE CITY SCHOOL
SIERRA MESA SCHOOL
CITY POOL
SIERRA VISTA PARK
CIVIC CENTER
CITY PARK
U.S. POST OFFICE
Library
NOT TO SCALE
PREPARED BY:
ASSOCIATED TRAFFIC CONSULTANTS
TRANSPORTATION, PLANNING & ENGINEERING
CITY OF SIERRA MADRE
DEPARTMENT OF PUBLIC WORKS
CITY MAP

CITY OF
SIERRA
MADRE

STAFF REPORT

PUBLIC WORKS SERVICES

DATE: August 25, 2026

TO: Honorable Mayor and City Council

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

SUBJECT: **Maintenance Services Agreement with Mariposa Landscapes, Inc. for Citywide Landscape Maintenance Services for a Three Year Period in an Amount Not to Exceed $228,954.48 Annually, with Two Optional One-Year Renewals**

RECOMMENDATION

It is recommended that the City Council:

1. Award a Maintenance Services Agreement for Citywide Landscape Maintenance Services to Mariposa Landscapes, Inc., as the lowest responsive and responsible bidder, for an initial three-year term in an annual amount not to exceed $228,954.48. The annual amount consists of the $211,164.48 annual base bid and $17,790.00 of authority for work performed at the submitted supplemental labor, planting, and equipment rates. The initial-term authorization is not to exceed $686,863.44, subject to annual budget appropriation.
2. Authorize the City Manager to execute the Agreement, subject to approval as to form by the City Attorney, with the Scope of Services consisting of the Request for Bids specifications, the bid submitted by Mariposa Landscapes, Inc. including its price schedules, work plan, and service schedule, and the City's written responses to bidder questions issued through PlanetBids.
3. Authorize the City Manager to exercise up to two additional one-year renewal terms under the Agreement, subject to annual budget appropriation. If both renewal terms are exercised at the same annual amount, the maximum potential five-year authorization is $1,144,772.40.
4. Authorize the Public Works Director to approve supplemental work in writing at the submitted rates, within the annual amount not to exceed and available budget appropriations.

SUMMARY

Mariposa Landscapes, Inc. is the City's current landscape maintenance contractor. The existing Agreement authorizes up to $169,512 per year and runs from August 27, 2025 through August 26, 2028. It identifies 20 maintenance locations across City facilities, parks, medians, parkways and islands, and the Downtown Streetscape and Parking District. The proposed Agreement establishes a fixed routine-maintenance base of $17,597.04 per month, or $211,164.48 annually, across 22 separately priced base-bid line items.

The proposed routine-maintenance base is $41,652.48, or approximately 24.6 percent, above the current $169,512 annual contract authorization. If the full $17,790 supplemental-work authority is used, the proposed $228,954.48 annual not-to-exceed amount is $59,442.48, or approximately 35.1 percent, above the current annual authorization.

The higher cost reflects a competitively bid, updated scope with more explicit operating requirements. The 2026 bid schedule establishes fixed monthly pricing for 22 base-bid line items in an updated maintenance inventory, and Mariposa's bid identifies a dedicated routine crew consisting of a foreman, laborer, and irrigation technician with account-manager oversight. The bid also provides a preliminary weekly service route, daily trash removal and restroom restocking, and battery-electric handheld equipment. The existing Agreement requires only 50 percent use of battery-operated or electric leaf-blowing equipment.

DISCUSSION & ANALYSIS

On June 17, 2026, the Public Works Department issued a Request for Bids through the City's PlanetBids procurement portal for Citywide Landscape Maintenance Services in accordance with Sierra Madre Municipal Code Chapter 3.08. The solicitation covers City facilities, parks, public parking lots, reservoirs, landscaped medians, and other identified public areas. Required services include routine landscape care, litter and debris removal, turf and shrub maintenance, weed control, irrigation inspection, restroom service, and related site upkeep.

Scope Clarifications. The City held a mandatory pre-bid meeting and job walk on June 22, 2026 so that bidders could inspect each site, and accepted written questions through July 1, 2026. Before the July 15, 2026 bid deadline, the City issued written responses through PlanetBids to all planholders. The responses clarified the scope of services, site conditions, contractor-furnished supplies, irrigation responsibilities, and extra-work procedures. All bidders received the same responses and priced against them. The published questions and answers form part of the procurement record and are included as Attachment 5.

Bid Results. The City received two bids for routine landscape maintenance. Mariposa submitted the lowest base bid of $17,597.04 per month, or $211,164.48 annually. J. Orozco Enterprises, Inc. submitted a base bid of $63,230.00 per month, or $758,760.00 annually.

Bidder	Monthly Base Bid	Annual Base Bid
Mariposa Landscapes, Inc.	$17,597.04	$211,164.48
J. Orozco Enterprises, Inc.	$63,230.00	$758,760.00

The two bids differ substantially. Staff reviewed Mariposa's line-item submission and confirmed that every listed base-bid item was priced, the category totals reconcile to the $17,597.04 monthly base bid, and the bid contains no exceptions, conditions, or omitted items. Staff therefore found no indication in the bid submission that Mariposa's lower price resulted from an omitted base-bid item and recommends award to Mariposa as the lowest responsive and responsible bidder.

Current Agreement and Cost Comparison. The existing Mariposa Agreement establishes a maximum amount of $169,512 per year for recurring landscape maintenance services and identifies 20 maintenance locations. The current scope includes grounds maintenance, landscaping, tree trimming, brush removal, emptying City-owned trash receptacles, stocking public bathrooms, and 50 percent use of battery-operated or electric leaf-blowing equipment. The Agreement commenced August 27, 2025 and is scheduled through August 26, 2028.

The proposed $211,164.48 routine-maintenance base is $41,652.48, or approximately 24.6 percent, above the current annual authorization. The proposed Agreement also provides up to $17,790.00 annually for supplemental labor, planting, and equipment work that may be performed only when authorized in writing. If the full supplemental authority is used, the $228,954.48 annual not-to-exceed amount is $59,442.48, or approximately 35.1 percent, above the current annual authorization.

Maintenance Location Inventory. The 2025 Agreement identifies 20 maintenance locations. The 2026 bid schedule prices 22 base-bid line items. The net increase of two does not represent the simple addition of two locations because the inventory was reorganized for the new procurement. Seven locations are newly identified as separately priced line items, five locations in the 2025 Agreement are no longer separately priced, and several continuing locations are listed under updated names. The complete 2026 priced inventory is provided in the line item report at Attachment 4.

Locations newly priced in the 2026 bid schedule	**2025 Agreement locations not listed as separate 2026 bid items**
Lizzie's Trail Inn and Richardson House	Northwest Baseball Field at the City Yard
Bailey Canyon	Lima Street and Carter Avenue island
Montecito Avenue parking lot	Sierra Madre Boulevard bow-outs
Mira Monte West reservoir site	Baldwin Avenue bow-outs
Grove reservoir site	North Baldwin Avenue parking lot
Fain Street	
Sierra Madre Elementary School Field	

The Temporary Library identified in the 2025 Agreement is now priced as the City Library, reflecting the relocation of library operations rather than an added location. The 2025 location at 620 E. Grandview Avenue behind the City Yard appears in the 2026 schedule as Public Works Grounds - Grandview, and the Michillinda Avenue and Sierra Madre Boulevard island appears as the West Sierra Madre Boulevard and Michillinda Center Median. The five 2025 Agreement locations not separately priced in the 2026 bid schedule are the Northwest Baseball Field at the City Yard, the Lima Street and Carter Avenue island, the Sierra Madre Boulevard bow-outs, the Baldwin Avenue bow-outs, and the North Baldwin Avenue parking lot.

Basis for the Cost Difference. The proposed base price is higher than the current annual authorization, but the comparison reflects a new competitive procurement with an updated maintenance inventory and more explicit operating requirements. The 2025 Agreement establishes an annual maximum but does not itself state a fixed monthly routine-maintenance price, dedicated crew composition, or specific service frequencies. The 2026 bid establishes fixed monthly pricing by line item, and Mariposa's proposal identifies dedicated staffing, a preliminary weekly route, and defined trash, restroom, and equipment commitments. The comparison below focuses on requirements stated in the executed 2025 Agreement and the 2026 bid.

Element	**2025 Agreement**	**Proposed 2026 Agreement**
Locations	20 maintenance locations	22 separately priced base-bid line items; seven newly priced locations and five 2025 locations not separately priced

Element	2025 Agreement	Proposed 2026 Agreement
Pricing structure	Annual maximum of $169,512; no fixed monthly routine-maintenance price stated in the executed Agreement	Fixed price of $17,597.04 per month, or $211,164.48 annually, priced by location
Crew commitment	Dedicated crew composition not stated in the executed Agreement	Dedicated foreman and laborer, a dedicated irrigation technician, and account-manager oversight
Service schedule	City may change schedules; fixed weekly routing and service frequencies not stated in the executed Agreement	Preliminary weekly route by day of week; final annual schedule developed at commencement and subject to City approval
Trash and litter	Emptying of City-owned trash receptacles; frequency not stated in the executed Agreement	Daily removal from all locations under Mariposa's preliminary schedule
Restroom service	Stocking of public bathrooms; frequency not stated in the executed Agreement	Daily restocking; restroom cleaning governed by the final City-approved service schedule
Handheld equipment	50 percent use of battery-operated or electric leaf-blowing equipment	All handheld equipment battery-electric, including blowers, string trimmers, edgers, and hedge trimmers
Work beyond routine maintenance	Compensation capped by the annual maximum; scope and compensation changes require written amendment	Prior written authorization required; annual supplemental authority capped at $17,790.00

Because the 2025 Agreement itself does not state specific service frequencies or dedicated crew requirements, the comparison above describes the express requirements of the executed documents rather than a measured change in field practice.

Services Provided. The Agreement covers the routine care required to keep City landscaped areas healthy, safe, and presentable. The contractor furnishes all labor, equipment, materials, and supervision, and performs a site inspection on every visit, promptly addressing or reporting malfunctions, hazards, vandalism, and abnormal conditions. The principal service areas are summarized below.

Service area	What the contractor performs
Turf	Mowing and trimming on a scheduled basis to City-determined heights, edging along sidewalks, curbs, and planter beds, and removal of all clippings and debris. Equipment must be sharp and properly adjusted, and mowing is not performed on saturated soil.
Shrubs and plantings	Pruning to maintain each plant's natural shape and to keep walkways, streets, and signs clear of encroachment. Decorative or unnatural shearing is not permitted, and all clippings are removed the same day.
Weed control	Inspection of all maintenance areas and removal of weeds by hand, mechanical, or chemical methods, with chemical applications limited to those the City directs.
Irrigation	Inspection of spray heads, piping, valves, and controllers to confirm proper operation and to prevent overspray and runoff, with findings reported to the City. Repairs are extra work and require written City approval before they proceed.
Litter, debris, and cleanup	Daily removal and disposal of trash, cuttings, leaves, and other waste from landscaped areas; cleaning of sidewalks, walkways, and curb and gutter areas immediately after mowing and edging; and recycling of green waste in a City-approved manner.
Restroom service	Daily restocking under Mariposa's preliminary schedule; restroom cleaning will follow the final City-approved service schedule.
Site and public safety	Vehicles parked only in designated or approved areas so that traffic and pedestrian access is maintained, and all work performed during City-approved hours.

Service Schedule and Staffing. Mariposa's bid identifies one routine team consisting of a foreman, laborer, and irrigation technician, supervised by an account manager who coordinates job walks with City staff. Its preliminary schedule assigns Mary's Market Parking Lot, Fain Street, and the medians and side panels to Mondays; City facilities to Tuesdays; the Mira Monte West and Grove reservoir sites to Wednesdays; parks, park facilities, and monuments to Thursdays, together with mowing at all turf locations; and public parking lots to Fridays. The preliminary schedule provides daily trash removal at all locations and daily restroom restocking. A final comprehensive annual service schedule will be developed at contract commencement, coordinated with City staff, and subject to City approval. All handheld equipment used on the contract, including blowers, string trimmers, edgers, and hedge trimmers, will be battery-electric.

Bid Review. Mariposa's bid was submitted electronically through PlanetBids before the deadline and includes the completed bid proposal, bid schedule, bid bond, bidder information, experience statement, designation of suppliers and subcontractors, statements regarding insurance coverage and contractor licensing, and a notarized non-collusion affidavit. Staff confirmed that the bid form carries a price for every listed base-bid item and that the category subtotals reconcile to the $17,597.04 monthly base bid. Mariposa holds California Contractor's License No. 592268 in classifications covering the work. Staff finds the bid responsive and Mariposa Landscapes, Inc. a responsible bidder.

Prevailing Wage and Contract Compliance. The proposed Maintenance Agreement is subject to applicable California prevailing-wage requirements. The Agreement requires payment of prevailing wages where required, maintenance and certification of payroll records, compliance with Department of Industrial Relations registration requirements, maintenance of required insurance, indemnification of the City, and maintenance of a City business license for the duration of the Agreement.

Transition from Existing Agreement. The existing Mariposa Agreement is scheduled through August 26, 2028. Section 16.1 permits the City to terminate the Agreement for any reason on five calendar days' written notice. The recommended action authorizes termination of the existing Agreement effective upon commencement of the newly awarded Agreement, allowing Mariposa to continue as the City's landscape maintenance contractor under the new competitively procured pricing, scope, and service requirements.

Contract Administration. The Public Works Director serves as Agreement Administrator and will inspect services before approving invoices. Supplemental work requires prior written authorization and is limited to a cumulative maximum of $17,790.00 per contract year. The proposed Agreement does not provide an automatic CPI or other annual price adjustment; any change in compensation would require a written amendment.

STRATEGIC PLAN RELATIONSHIP

The recommended action supports the City of Sierra Madre Strategic Plan 2025-2026, Goal 3, Infrastructure & Growth Management, by preserving municipal facilities, parks, and public spaces through scheduled maintenance and timely identification of hazards and irrigation issues.

ENVIRONMENTAL ANALYSIS

Not a CEQA Project under: 14 CCR 15378(b)(2)- continuing administrative or maintenance activities

FISCAL IMPACT

The current Mariposa Agreement authorizes up to $169,512 annually. The proposed Agreement establishes a fixed routine-maintenance base of $211,164.48 annually, plus up to $17,790.00 for separately authorized supplemental work, for an annual amount not to exceed $228,954.48.

The adopted budget includes $170,000 in Contract Services Account No. 60001.83200.52200 and $80,000 in Downtown Landscaping and Lighting Maintenance District Professional Services Account No. 32012.83000.52100, for a combined appropriation of $250,000. The proposed annual amount not to exceed is within the adopted budget; no budget amendment is required. Costs will be charged to the applicable account based on the location served, with District funds used only for eligible District services.

Contract comparison	Annual amount	Difference from current authorization
Current Agreement, annual maximum	$169,512.00	Current annual authorization
Proposed routine-maintenance base	$211,164.48	$41,652.48 (24.6%)
Proposed annual amount not to exceed	$228,954.48	$59,442.48 (35.1%)

Approved by:

Mike

Michael Bruckner
City Manager

Attachments

1. RFB Landscape Maintenance Services 6.17.2026.pdf
2. Mariposa - Bid - Sierra Madre Landscape Maintenance Services.pdf
3. RFB Landscape Maintenance Q&A RFI.pdf

Mariposa -Line Items.pdf

Maintenance Agreement Mariposa Landscapes Inc 08.25.2026.pdf

CITY OF SIERRA MADRE
REQUEST FOR BIDS (RFB)

Landscape Maintenance Services

Released by June 17, 2026
Questions: June 24, 2026
Due July 8, 2026 on or before 2:00 p.m. (Pacific Time)

Bonds:
Bid Bond - 10%

Scope of Service: The project consists of providing regular routine Landscape Maintenance Services at various City Facilities, Buildings and other landscaped areas**.**

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Introduction

1.1 Purpose

The City of Sierra Madre ("City") is requesting bids from qualified Landscape Maintenance Companies (Company) to provide regular routine Landscape Maintenance Services at various City Facilities, Buildings and other landscaped areas as specified herein. All bids shall be submitted electronically through **PlanetBids** in accordance with Section 1.3 below.

1.2 Background

Incorporated in 1907, the City of Sierra Madre is one of the cities in the San Gabriel Valley region of Los Angeles County. The City encompasses approximately three square miles with a population of about eleven thousand residents. It is located northeast of Downtown Los Angeles at the base of the San Gabriel Mountains and is bordered by Arcadia, Pasadena, and the Angeles National Forest.

Interstate 210 is located about one mile south of the City limits. The absence of through arterials and the built-out development pattern have helped preserve Sierra Madre's small-town character. The downtown area, centered along Sierra Madre Boulevard and Baldwin Avenue, functions as the City's commercial and civic hub, home to restaurants, local businesses, Memorial Park, City Hall, and the Public Library.

1.3 Bid Submittal Closing, Time, and Location

The City requires an electronic submittal of all bids through PlanetBids. No paper copies, fax, or email submittals will be accepted. Bids will not be received after the closing date and time indicated below. Late bids will not be considered.

Mandatory Pre-Bid Meeting: June 22, 2026 9:00 am, Start at 232 W. Sierra Madre Blvd. Sierra Madre CA 91024
Submittal Closing: July 15, 2026, at 2:00 p.m. Pacific Time
Electronic Submittal Platform: www.planetbids.com/sierramadre

All questions and requests for clarification regarding this RFP must be submitted through the PlanetBids portal by the date and time specified in Section 1.4 (Inquiries).

1.4 Inquiries

All questions or requests for clarification regarding this Request for Bids must be submitted in writing through the City's PlanetBids portal.

Questions must be received **no later than July 1, 2026 at 2:00 p.m. Pacific Time** to allow sufficient time for response before the bid submission deadline. Responses to inquiries will be posted as addenda in the PlanetBids system.

Bidders are responsible for checking PlanetBids for any issued addenda prior to submitting their bids.

Project Overview

The City of Sierra Madre ("City") is requesting bids from qualified Landscape Maintenance Companies (Company) to provide regular routine Landscape Maintenance Services at various City Facilities, Buildings and other landscaped areas.
This RFB outlines the scope of services, bid requirements, evaluation process, and submittal instructions.

Scope of Services

1. **Project Background and Objectives**

The City of Sierra Madre ("City") is requesting bids from qualified Landscape Maintenance Companies (Company) to provide regular routine Landscape Maintenance Services at various City Facilities, Buildings and other landscaped areas.

1.1 **BACKGROUND/GENERAL NATURE OF SERVICE**

The City of Sierra Madre owns various buildings, parks and other landscaped areas which require regular routine maintenance services to maintain the health of the landscape plants/materials and the beautification of the landscaped areas. Contractor is to provide regular routine maintenance of landscaped areas, general facilities maintenance and cleanup as described herein the general and technical specifications.

Qualifications and Experience

Bidders shall demonstrate:

- Experience with Landscape and Facilities Maintenance and Cleanup

Bid Requirements

Organize bids in the order below.

A. Cover Letter signed by an authorized officer.
B. Overview and Approach that describes methods, tools, and coordination.
C. Company Profile including years in business, services, and office location that will lead the work.
D. Qualifications of Personnel with roles, resumes, and level of effort.
E. Past Experience with similar municipal projects and references.
F. Current Projects of similar scope.
G. References with contact information and scope summaries.
H. Project Schedule.
I. Bid with itemized task based budget, hours by staff, and rate schedule. Include all incidental costs.
J. Certificate of Insurance statement of willingness and ability to meet City requirements.

K. Conflicts of Interest disclosure.

Request for Bid Schedule

Request for Bid Issued	June 17, 2026
Mandatory Pre-Bid Job Walk	June 22, 2026
Questions/RFI's due	July 1, 2026
Deadline to Submit Bid	July 15, 2026
City Council Award	August 25, 2026

Project Timeline

The City intends to complete the study within three to six months from contract execution. Planning Commission meetings are held on the first and third Thursday of each month. City Council meetings are held on the second and fourth Tuesday of each month.

Submission of Bid

- Bids must be submitted electronically through the City's PlanetBids portal no later than July 15, 2026 at 2:00 p.m. Pacific Time.
  Paper, fax, or email submissions will **not** be accepted.
- Each bidder shall upload one (1) digital PDF labeled:
  "Bid – Sierra Madre Landscape Maintenance Services"
- Bids must remain valid for **ninety (90) days** from the submission date. Late submissions will not be accepted.

General conditions

A. Joint Offers. The City intends to contract with a single prime firm. Subconsultants may be included.
B. Bid Preparation Costs. The City is not liable for costs incurred in bid preparation.
C. Reservation of Rights. The City may reject any or all bids, waive informalities, request clarifications, negotiate terms, issue addenda, or cancel the RFP.
D. Acceptance of Conditions. By submitting a bid, the bidder agrees bids are valid for one hundred eighty days and acknowledges the City rights in this section.
E. Bid Inclusions. Submit complete bids that address all requirements.
F. Withdrawal of Bid. Bidders may withdraw by written request prior to the due date and time.
G. Independent Contractor. The selected firm will act as an independent contractor.
H. Payment Terms. Payment will be made per the Agreement upon review of invoices for satisfactory work.
I. Insurance and Indemnification. The selected firm must meet City insurance and indemnification requirements prior to contract award.
J. Proof of Authority. Corporate bidders must provide proof of signing authority.

K. Patents and Copyright. Include all related fees in the price. Work products become City property upon completion of each task.
L. Taxes. Prices shall include all applicable taxes.
M. Public Record. Bids are public records upon award except for properly identified proprietary information. Bidders who claim exemptions agree to defend and indemnify the City regarding non-disclosure.
N. Business License. The selected firm and subconsultants must obtain a City business license prior to commencing work.
O. Equal Opportunity. Bidders shall comply with equal opportunity policies.
P. Non Collusion Affidavit. Provide a signed and notarized affidavit pursuant to Public Contract Code Section 7106.
Q. Instructions and Questions. Submit questions in writing to the Contact for Questions.
R. Responses may be shared with all bidders.

Selection Process

The City will select based on the most responsive and responsible lowest bid received.

Online References

Consultants should review the City website at sierramadreca.gov for relevant plans, codes, and background documents.

Deadline for Submittal

- All bids must be submitted **electronically through the City's PlanetBids portal** no later than **July 15, 2026, at 2:00 p.m. Pacific Time**.
  Paper, fax, or email submissions will **not** be accepted. Late submittals will not be considered.
- Each bidder shall upload **one** (1) digital PDF labeled:
  "Bid – Landscape Maintenance Services."
- All questions regarding this Request for Bids must be submitted through the PlanetBids portal by **July 1, 2026 at 2:00 p.m. Pacific Time** in accordance with Section 1.4 of this RFP.

General Provisions - Terms and Conditions

A. Joint Offers.

Where two or more firms desire to submit a single bid in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. Should any staff person or subcontractor perform unsatisfactorily, they shall be subject to removal from the project at the discretion of the City of Sierra Madre. The City intends to contract with a single firm, not multiple firms doing business as a joint venture. Please describe how the consultant plans to ensure continuity during the phasing of this project.

B. Bid Preparation Costs.

The City is not, nor shall be deemed, liable for any costs incurred by Bidder in the preparation, submittal, or presentation of their bids.

C. Reservations of Rights.

This RFP does not commit or obligate the City to accept or execute an agreement for any expressed or implied service. The City reserves the right to:

- Reject any and all bids received.
- Take all bids under advisement for up to ninety (90) days after opening.
- Waive any informality on any bid.
- Be the sole judge of the relative merits of the material mentioned in the respective bids received.
- Request any firm/individual submitting a bid to clarify its bid during the selection phase.
- Negotiate a final agreement and price with the successful firm providing the best overall value to the City as determined in the City's sole and absolute discretion.
- Modify or alter any requirements herein, and issue addenda or amendments to this RFP.
- Terminate this RFP process at any time.

D. Acceptance of Conditions.

It is the Bidder's responsibility to examine the scope of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Bidders shall have no claim against the City based upon ignorance of the nature and requirements of the services provided, misapprehension of the work environment, or misunderstanding of the specification or agreement provisions. By submitting a bid, each Bidder expressly agrees to and accepts the following conditions:

- Bid and cost schedules shall be valid, and binding for one hundred eighty (180) days following the bid due date and will become part of the Agreement that is negotiated with the City.
- The City may require whatever evidence is deemed necessary relative to the Bidder's financial stability and ability to perform these services.
- The City reserves the right to request further information from the Bidder, either in writing or orally, to establish any stated qualifications.
- The City reserves the right to solely judge the Bidder's representations, and to solely determine whether the Bidder is qualified to undertake these services pursuant to the criteria set forth herein.
- The Bidder, by submitting a bid, expressly acknowledges and agrees that the judgment of the City as to whether or not the Bidder is qualified to perform these services shall be binding, final and conclusive.
- Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Bidders unless and until an agreement is reached.

E. Bid Inclusions.

The Request for Bids documents shall be submitted in their entirety, with all applicable portions fully completed by the Bidder. All Bidders are encouraged to review and confirm that their bid includes and specifically addresses all of the bid requirements prior to submitting as outlined elsewhere in this document.

F. Withdrawal of Bid Before Closing.

Any Bidder may request the withdrawal of their submitted bid by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw any bid, the City will consider the bid null and void, and return the bid to the Bidder. Withdrawal of bid will not impact Bidder's resubmittal for this or any future bid(s).

G. Independent Contractor.

The firm will, at all times, be an independent contractor pursuant to the contract, and shall not, in any way, be considered to be an officer, agent, or employee of the City of Sierra Madre.

H. Payment Terms.

Payments are generally made based upon the review of invoices prepared by the firm for work completed to the satisfaction of the City within thirty (30) days of the submitted invoice. All payments will be made in accordance with the contract.

I. Insurance and Indemnification.

The Agreement between the City and the selected firm will contain the City's standard insurance and indemnification language for agreements of this type. Proof of insurance is not required to be submitted with your bid, but will be required prior to the City's award of the contract.

J. Proof of Authority.

If the firm is a corporation, formal proof of the authority of the officer signing the bidder's bid to bind the corporation must be submitted with the bid. A simple letter is not sufficient. A copy of the corporation resolution or minutes is adequate proof.

K. Taxes.

Price bid shall include all federal, state, local, and other taxes.

L. City's Obligation to Award a Contract.

Issuance of this RFP and receipt of bids does not commit the City of Sierra Madre to award a contract. The City reserves the right to postpone the review of the bid for its own convenience, or to accept or reject any or all bids received in response to the RFP. The City, in conjunction with the selection committee, reserves the right to negotiate with more than one firm should negotiations with the selected firm be terminated, to negotiate with more than one firm simultaneously, or to cancel all or part of the RFP.

M. Public Record.

Be advised that all information contained in bids submitted in response to this solicitation shall become a matter of public record upon contract award, and made available upon request, unless otherwise marked. The Bidder must identify, in writing, all copyrighted material, trade secrets, or other proprietary information the Bidder claims are exempt from disclosure pursuant to the California Public Records Act.

The Bidder who claims such an exemption must also state in the bid that: "The Bidder agrees to indemnify and hold harmless the City and its officers, employees, and agents from any claims, liability, or damages against the City and to defend any actions brought against the City for its refusal to disclose such material, trade secrets, or other proprietary information to any party."

N. Business License.

The professional provider, and any sub-consultant(s), shall obtain a valid City of Sierra Madre Business License on or before their commencement of work.

O. Equal Opportunity.

The City of Sierra Madre requires all Bidders to comply with equal opportunity policies.

P. Non-Collusion Affidavit.

All bids must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract Code Section 7106.

NOTICE INVITING BIDS AND CONTRACT DOCUMENTS

for

LANDSCAPE MAINTENANCE SERVICES

SPECIFICATION NO. XX-XX-XX

IN THE CITY OF SIERRA MADRE, CALIFORNIA

(Engineer's Stamp

and Signature)

Prepared by:

~ _____(name)

~ _____(street address)

~ _____(city), CA ~_____(zip)

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LANDSCAPE MAINTENANCE SERVICES

IN THE CITY OF SIERRA MADRE, CALIFORNIA

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SECTION A – NOTICE INVITING SEALED BIDS

LANDSCAPE MAINTENANCE SERVICES

IN THE CITY OF SIERRA MADRE, CALIFORNIA

CALENDAR OF EVENTS*

Bid Advertisement.....17th day of June, 2026

Bid Package available starting ..... 17th day of June, 2026

Mandatory Pre-Bid Job Walk ..... 22nd day of June, 2026

Bid Due Date and Time .....15th day of July, 2026

Bid Opening .....15th day of July, 2026

Council approval of Contract ..... 25th day of August, 2026

New Contract Tentative in Effect.....31st day of August, 2026

*All dates are subject to change.

NOTICE INVITING SEALED BIDS

LANDSCAPE MAINTENANCE SERVICES

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 electronically through the City's Planetbids portal up to the hour of 2:00 p.m., Wednesday the 8th day of July, 2026. The bids will be publicly opened and read at 2:05 p.m. on the 8th day of July, 2026, through the City's Planetbids portal. 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: *Landscape Maintenance Services*

Project Description The City of Sierra Madre ("City") is requesting bids from qualified Landscape Maintenance Companies (Company) to provide regular routine Landscape Maintenance Services at various City Facilities, Buildings and other landscaped areas.

Engineer's Estimate: N/A

Copies of the plans, specifications, and contract documents are available from the City of Sierra Madre, 232 W. Sierra Madre Boulevard, Sierra Madre, California 91024 upon payment of a **$___.00 non-refundable fee if picked up or if purchaser covers cost of postage, or payment of a $___.00 non-refundable fee if mailed**. In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the AGENCY has determined that the contractor shall possess a valid C-27 Landscaping contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

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 **LANDSCAPE MAINTENANCE SERVICES**

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.

If you have any questions, please contact *Brian A Dickinson, Public Works Project Manager*, at 626-355-6615

BY ORDER OF the City Council of the City of Sierra Madre, California.

SECTION B – INSTRUCTIONS TO BIDDERS

LANDSCAPE MAINTENANCE SERVICES

IN THE CITY OF SIERRA MADRE, CALIFORNIA

INSTRUCTIONS TO BIDDERS

LANDSCAPE MAINTENANCE SERVICES

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 **of contract term.** 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 writing and emailed to the following email address, at least fourteen (14) days before the scheduled bid opening through the City's Planetbids portal

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.

[Pursuant to Public Contract Code § 20103.8, the City may require a bid for a public works contract to include prices for items that may be added to, or deducted from, the scope of work in the contract for which the bid is being submitted. Whenever additive or deductive items are included in a bid, the bid solicitation shall specify the method to be used to determine the lowest bid.]

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

LANDSCAPE MAINTENANCE SERVICES

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

LANDSCAPE MAINTENANCE SERVICES

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

LANDSCAPE MAINTENANCE SERVICES

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:_____

[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: $_____

Bid Schedule Total (in words):_____

_____

_____

_____ _____

(Company Name of Bidder) (Date)

BID BOND

LANDSCAPE MAINTENANCE SERVICES

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

LANDSCAPE MAINTENANCE SERVICES

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

LANDSCAPE MAINTENANCE SERVICES

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

LANDSCAPE MAINTENANCE SERVICES

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)

LANDSCAPE MAINTENANCE SERVICES

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

LANDSCAPE MAINTENANCE SERVICES

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

LANDSCAPE MAINTENANCE SERVICES

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

LANDSCAPE MAINTENANCE SERVICES

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

LANDSCAPE MAINTENANCE SERVICES

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

MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages
(City of Sierra Madre/)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the City of Sierra Madre, a California municipal corporation ("City"), and
a ("Contractor").

2. RECITALS

2.1. City has determined that it requires the following maintenance services from a contractor described as:

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

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

3. DEFINITIONS

3.1. "**Scope of Services**": Such maintenance services as are set forth in Contractor's proposal dated to City attached hereto as **Exhibit A** and incorporated herein by this reference.

3.2. "**Agreement Administrator**": The name and title of the Agreement Administrator for this project is . 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 Contractor

3.3. "**Maximum Amount**": The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is Dollars ($).

3.4. "**Commencement Date**": .

3.5. "**Termination Date**": .

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 15 ("Termination") below.

5. CONTRACTOR'S DUTIES

5.1. **Services**. Contractor 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, Contractor shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor'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.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep 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. **Campaign Contributions.** This Agreement is subject to Government Code Section 84308, as amended by SB 1439. Consultant shall disclose any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to the City prior to, or concurrent with, the Consultant's execution of this Agreement.

5.7. **Appropriate Personnel.** Contractor 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 Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. shall be Contractor's project manager/administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

5.8. **Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.

5.9. **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 Contractor agrees to use a skilled and trained workforce.

5.10. **Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.

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

5.12. **Records.** 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 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 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 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.

6. SUBCONTRACTING AND ASSIGNMENT

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

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

6.3. **Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

6.4. **Compensation for Subcontractors.** Contractor 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 Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. **Invoices.** Contractor 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. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.

7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor 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 Contractor.

8. LABOR CODE

8.1. **Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

8.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work

performed under this 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.

8.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars ($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 this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, 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 shall be paid to each worker by Contractor.

8.4. **Apprentices.** Contractor shall comply with the provisions of Labor Code section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.

8.5. **Payroll Records.** Pursuant to Labor Code section 1776, Contractor and any subcontractor(s) 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 Contractor 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 section 1811 and Labor Code section 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.

Pursuant to Labor Code section 1776, such records must be maintained for at least three years after completion of work.

8.6. **8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code section 1810 and Labor Code section 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to 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 City $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(s) 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.

8.7. **Registration with DIR.** Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code section 1771 and Labor Code section 1725.5 requiring registration with the Department of Industrial Relations (DIR). Contractors shall be registered through the Department of Industrial Relation's (DIR) Public Works Program for state and local public works contracts, for maintenance work valued at more than $15,000.

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

10.1. **General.** Contractor is, and shall at all times remain as to City, a wholly independent contractor.

10.2. **No Agent Authority.** Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

10.3. **Independent Contractor Status.** Under no circumstances shall Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor shall be responsible for all reports and obligations 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.

10.4. **Indemnification of CalPERS Determination.** In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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.

11. INDEMNIFICATION

11.1. **Definitions.** For purposes of this Section 11, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

11.2. **Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor 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 arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.

11.3. **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. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

11.4. **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. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5. **Defense Deposit.** The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.

11.6. **Waiver of Statutory Immunity.** The obligations of Contractor under this Section are not 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 City.

11.7. **Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.

11.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor'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.

12. INSURANCE

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

12.2. **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 Contractor's obligation to provide them. Contractor shall file with City:

- 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 (project name):

.

- 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.

13. 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

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

13.1. **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.

13.2. **Worker's Compensation Insurance.** Contractor 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 Contractor 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 Compensation Fund, such agency shall be a company authorized to do business in the State of California.

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

13.4. **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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

13.5. **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, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

13.6. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor 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 Contractor under this Agreement. Failure of the Contractor 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.

13.7. **Insurance Notices.** Contractor 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. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor 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: , 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024.

13.8. **Contractor's Insurance Primary.** The insurance provided by Contractor, 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 Contractor's insurance and shall not contribute with it.

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

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

13.11. **Premium Payments and Deductibles.** Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor 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. Contractor shall be responsible for all premiums and deductibles in all of Contractor's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

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

14. MUTUAL COOPERATION

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

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

15. 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, electronic mail or overnight courier service during Contractor'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:

City of Sierra Madre
Attn:
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Email:

If to Consultant:
Name:
Address:
Address 2:
City, State, Zip:
Email:

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

16. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 12.12 (Waiver of Subrogation), paragraph 13.2 (Contractor 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.

17. TERMINATION

17.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Contractor. Contractor 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.

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

17.3. **Compensation Following Termination.** Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor 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.

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

18. INTERPRETATION OF AGREEMENT

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

18.2. **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 express

provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor 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 Contractor.

18.3. **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.

18.4. **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).

18.5. **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.

18.6. **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.

19. GENERAL PROVISIONS

19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Contractor for performance of this Agreement are deemed confidential and Contractor 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.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor 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 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.** Contractor 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 Contractor.

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.** Contractor 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. Contractor 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 Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor 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.** Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.

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.

19.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

19.12. **Venue.** The venue for any litigation shall be the Superior Court Los Angeles County, California and Contractor hereby consents to sole jurisdiction in that court 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.

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	

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:

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

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 contract 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 City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date:

_____

Signature

Printed Name

Title

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

LANDSCAPE MAINTENANCE SERVICES

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

LANDSCAPE MAINTENANCE SERVICES

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 LANDSCAPE MAINTENANCE SERVICES, 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

LANDSCAPE MAINTENANCE SERVICES

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

LANDSCAPE MAINTENANCE SERVICES

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

LANDSCAPE MAINTENANCE SERVICES

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.

[If additional Working Drawings are required that are not shown on Table 3-8.2, add the following Section 3-8.2]

3-8.2 Working Drawings. *Add the following:*

Working drawings are required in the following subsections in addition to those shown on Table 3-8.2:

[add table of additional working drawings, if applicable]

Working drawings listed above as Items *(List Items)* shall be prepared by a Civil or Structural Engineer registered by the State of California.

[If additional Shop Drawings are required that are not shown on Table 3-8.2, add the following Section 3-8.3]

3-8.3 Shop Drawings. *Add the following:*

In addition to the requirements of Table 3-8.3, shop drawings shall be required as specified in these Special Provisions, Part 2 through Part __.

[The Greenbook specifies that the Engineer will provide surveying and construction staking. If the contractor is required to provide the construction staking, add the following Section 3-10 and related subsections]

3-10 SURVEYING. *Substitute the following:*

3-10.1 General. The CONTRACTOR will provide all necessary construction surveying, staking or markings for locating the limits of construction and shall comply with the provisions of 2-9 of these Standard Specifications. The CONTRACTOR shall bear all costs for restaking or marking.

Construction surveys shall be done only under the direction of the Engineer by a Registered (licensed) Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state. The AGENCY will provide available record map information. The CONTRACTOR is responsible for obtaining all necessary record maps, centerline ties and survey notes from Los Angeles County.

The CONTRACTOR and his surveyor shall provide the Engineer with a copy of the constructing staking field notes used to construct the improvements. In addition the CONTRACTOR shall also prove a plot of the improvements to be constructed based on the surveyor's construction staking and markings prior to the installation of the improvements. The plot shall be the same scale as the improvement plans.

3-10.2 Permanent Survey Markers. The CONTRACTOR shall notify the Engineer, or the owner on a Private Contract, at least 7 days before starting work to allow for the preservation of survey monuments, lot stakes (tagged), and bench marks.

The CONTRACTOR shall protect existing survey monuments, if any exist within the work limits, during the entire project. Asphalt overlaying of existing survey monuments in the roadway will not be permitted. In the event a surveyed monument lies within an area to be cold planed, removed or reconstructed, the CONTRACTOR shall immediately notify the AGENCY's representative and protect said monument until the monument is relocated.

The CONTRACTOR shall reestablish destroyed survey monuments at the CONTRACTOR's expense.

The Engineer, or the owner at its cost, shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The CONTRACTOR shall not disturb survey monuments, lot stakes (tagged), or bench marks without the consent of the Engineer or the owner on Private Contracts. The CONTRACTOR shall bear the expense of replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Engineer by Registered (licensed) Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the CONTRACTOR shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise specified.

3-10.3 Line and Grade. The CONTRACTOR shall be responsible for all survey and layout of work.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the CONTRACTOR shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

All work shall conform to the lines, elevations, and grades shown on the Plans.

Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, the CONTRACTOR shall be responsible for any error in the grade of the finished work.

Grades for underground conduits will be set at the surface of the ground. The CONTRACTOR shall transfer them to the bottom of the trench.

3-10.4 Survey Service. The Engineer will oversee surveying adequate for construction. The CONTRACTOR shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the CONTRACTOR at his expense.

The CONTRACTOR shall notify the Engineer in writing at least 2 working days before survey services take place for the laying out of any portion of the Work. The CONTRACTOR shall dig all holes necessary for line and grade stakes.

Unless otherwise specified, stakes will be set and stationed by the CONTRACTOR for curbs, headers, sewers, storm drains, structures, and rough grade. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet.

3-12 WORK SITE MAINTENANCE

3-12.1 General. *Add the following:*

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:*

[Specify City noise restrictions, if any]

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.

[For inspection of special items at the source, add the following to

4-3 INSPECTION *Add the following:*

4-3.1 General. *Add the following:*

The following special items of equipment are subject to inspection at the source:

[List specialty items here]

[For Testing of Materials that will be paid by the Agency, add the following to Section 4-4]

4-4 TESTING. *Add the following:*

The AGENCY will bear the cost of testing the following material and/or workmanship:

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 <u>any</u> excavation <u>"Underground Service Alert of Southern California"</u> (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 (xxx) xxx-xxxx

[Add the affected utility company representatives]

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:*

6-1.3 Pre-Construction Meeting and Submittal. A pre-construction meeting will be conducted by the City prior to commencement of construction at a time and place designated by the City. Those attending the meeting shall include, but not be limited to, the following:

a. The CONTRACTORs representative(s)

b. Sub-CONTRACTORs representative(s), if needed

c. City of Sierra Madre Director of Public Works

d. The Design Engineers

e. The Construction Engineers

f. The affected utility companies' representatives

g. City of Sierra Madre Public Works Inspectors

h. Caltrans' inspector and/or representative(s)

One week prior to this meeting the CONTRACTOR shall submit the following:

1. Construction Schedule
2. Traffic Control Plan
3. Emergency Contact List
4. List of Subcontractors
5. Storm Water Pollution Prevention Plan (SWPPP)

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
City of Sierra Madre Police Department	626-355-1414
City of Sierra Madre Fire Department	626-355-3611

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

[Add Juneteenth Day to the above Table if adopted by the City it as a holiday]

6-3.4 Restrictions on closure of traffic lanes:

No contractual work shall be performed in the public Right-of-Way during the first week of school unless approved by the City Engineer.

A. All traffic lanes shall be open for public use on the days and at the times specified below, unless approved otherwise by the City Engineer:

1. Saturdays, Sundays and AGENCY designated holidays: from 12:01 a.m. to 11:59 p.m.
2. Fridays and any days preceding an AGENCY designated holiday: from 3:00 p.m. to 11:59 p.m.
3. *[List other days, if needed]*
4. Non-construction hours: all hours when the CONTRACTOR's employees are not physically present at the construction site actively performing contract work.

B. On those days and hours when closure of traffic lanes is not prohibited under the provisions of the preceding subparagraph A, no more than one travel lane may be closed at any time during construction hours. During any lane closure, Type II flashing arrow boards shall be used in accordance with the 2012 California MUTCD.

C. Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in Paragraph A. Under no circumstances shall traffic signal be placed in flash operation without prior approval from the Project Engineer. Traffic signal will be only placed in flash operation by City personnel. CONTRACTOR shall contact the Project Engineer at least two (2) working days in advance to coordinate traffic signal service.

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)

SECTION G – SPECIAL PROVISIONS – PART 2 THROUGH __

LANDSCAPE MAINTENANCE SERVICES

SPECIFICATION NO. XX-XX-XX

IN THE CITY OF SIERRA MADRE, CALIFORNIA

The following Special Provisions describe materials, methods of construction, and measurement and payment for items of work that are unique to the project. These 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.

[The Consultant Engineer/Designer should organize these with the order/format of the Standard Specifications. The Project Manager should ensure that the format is complied with prior to acceptance.]

[Add Special Provisions to the following Parts of the Standard Specifications, as needed. Be sure to include a description of measurement and payment for each item of Work, such as "unless otherwise specified, no separate payment will be made for compliance with the provisions of this section," or "all costs involved shall be absorbed in the CONTRACTOR's overall bid for the project."]

PART 2 – CONSTRUCTION MATERIALS – N/A

PART 3 – CONSTRUCTION METHODS – N/A

PART 4 - EXISTING IMPROVEMENTS – N/A

PART 5 – PIPELINE SYSTEM REHABILITATION - N/A

PART 6 – TEMPORARY TRAFFIC CONTROL – N/A

PART 7 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS – N/A

PART 8 – LANDSCAPING AND IRRIGATION

(End of Section)

APPENDIX I

BID FORM

CATEGORY 1

CITY FACILITIES

	Description / Location	Address	Price
1	City Hall - City Hall Courtyard, Rose Garden, curtilage	232 W. Sierra Madre Blvd.	$
2	Public Safety Building	242 W. Sierra Madre Blvd.	$
3	City Library	440 W. Sierra Madre Blvd.	$
4	Public Works Grounds - Grandview	621 E. Sierra Madre Blvd.	$
5	Lizzie's Trail Inn & Richardson House	167 E. Mira Monte Ave.	$
		MONTHLY COST:	$

CATEGORY 2

PARKS, PARKS FACILITIES and MISC. MONUMENTS

	Description / Location	Address	Price
1	Memorial Park	222 W. Sierra Madre Blvd.	$
2	Sierra Vista Park	611 E. Sierra Madre Blvd.	$
3	Mt. Wilson Trail Park	189 E. Mira Monte Ave.	$
4	Kersting Court	51 N. Baldwin Ave.	$
5	Goldberg Park	171 S. Sunnyside Ave.	$
6	Bailey Canyon	451 W. Carter Ave.	$
		MONTHLY COST:	$

CATEGORY 3

Mary's Market Parking Lot	MONTHLY COST:	$
Fain Street	MONTHLY COST:	$
Sierra Madre Elementary School Field	MONTHLY COST:	$

MEDIANS/SIDE PANELS

	Description / Location	Price
1	North Santa Anita Ave. Center Medians	$
2	West Sierra Madre Blvd. and Michillinda Center Median	$
	MONTHLY COST:	$

CATEGORY 4

PUBLIC PARKING LOTS

	Description / Location	Price
1	Mariposa Parking Lot	$

2	Auburn Parking Lot	$
3	Montecito Parking Lot	$
4	South Baldwin Parking Lot	$
	MONTHLY COST:	$

	Description / Location	Price
1	Mira Monte West Reservoir	$
2	Grove Reservoir – Public Area	$
	ANNUAL COST:	$

PRICE SCHEDULE - EXTRA WORK - REQUIRED FROM ALL BIDDERS

To be paid on a time and materials basis. Total cost, in writing, per project will be required before authorization of work in this category.

LABOR:	COST PER HOUR
Foreman/Crew Leader	$_____
Holidays and Weekends	$_____
Worker/Labor	$_____
Holidays and Weekends	$_____
Irrigation Specialist	$_____
Holidays and Weekends	$_____
Additional employee classification _____	$_____
Holidays and Weekends	$_____

LABOR PLANTING PER CONTAINER:	COST PER UNIT
Flat	$_____
1-Gallon	$_____
5-Gallon	$_____
15-Gallon	$_____
24" Box	$_____

EQUIPMENT:	COST PER HOUR
Pickup Truck	$_____
Flatbed Truck	$_____
Additional equipment classifications (Please List)	$_____
_____	$_____
_____	$_____

PRICE SCHEDULE - NEWLY DEVELOPED AREAS

Maintenance of additional landscape in medians $_____ (per sq. ft.)

MATERIALS: Materials will be reimbursed at Contractors cost or purchased by the City and supplied to the Contractor at the discretion of the Public Services Department.

The undersigned firm does hereby agree to perform all work as required in the attached specifications at the rates as quoted above.

DATE: _____

COMPANY: _____

NAME (Print): _____

SIGNATURE: _____

Company Name: _____

Name: _____

(Please Print)

By: _____

(Signature)

Title: _____

EXHIBIT B SCOPE OF WORK

The Scope of Work, Section 3 of IFB 26-850, is herein incorporated by reference.

EXHIBIT B

EXHIBIT C
FREQUENCY SCHEDULE

Public Bathrooms (Add to Contract)

Locations:

1. Sierra Vista Park – Heasley bathrooms
2. Sierra Vista Park – Rose Float bathrooms
3. Memorial Park – Hart Park House bathrooms
4. Memorial Park – Behind City Hall bathrooms
5. Bailey Canyon bathrooms
6. Mount Wilson Trail Park bathrooms

Scope / Frequency:

1. Restroom cleaning
2. Trash removal
3. Restocking supplies
4. Exterior maintenance around facilities

Mary's Market Parking Lot

Scope / Frequency:

1. Trash pickup – Daily
2. Rake leaves – Weekly
3. Blow leaves/debris – Weekly

Fain Street

Locations:

1. Southbound side grass area

Scope / Frequency:

1. Mow grass – Weekly
2. Weed control – Weekly

Sierra Madre Elementary School Field

Scope / Frequency:

1. Trash pickup – Daily

2 Mow grass – Weekly
3 Weed control – Weekly

Public Parking Lots

Locations:

1 Mariposa Parking Lot
2 Auburn Parking Lot
3 Montecito Parking Lot
4 South Baldwin Parking Lot

Scope / Frequency:

1 Trash pickup – Daily
2 Weed control – Weekly
3 Hedge trimming – Weekly
4 Blowing debris/leaves – Weekly
5 Leaf debris cleanup – Weekly
6 General parking lot maintenance – Weekly

Goldberg Park

Scope / Frequency:

1 Trash pickup – Daily
2 Hedge trimming – Weekly
3 Blowing debris/leaves – Weekly
4 Light raking – Weekly
5 General park appearance maintenance – Weekly

City Yard – Grandview (Above Spreading Basins)

Scope / Frequency:

1 Maintain all hedges along section – Weekly
2 Maintain all bushes/shrubbery along section – Weekly
3 General landscape upkeep and weed control throughout area – Weekly

Mira Monte West Reservoir – Public Area

Scope / Frequency:

1 Trash removal – Daily

2 Rake area – Weekly
3 Blow debris/leaves – Weekly
4 General landscape maintenance – Weekly

Grove Reservoir – Public Area

Scope / Frequency:

1 Rake area – Weekly
2 Blow debris/leaves – Weekly
3 General landscape maintenance – Weekly
4 No trash removal required (no trash receptacle at location)

Bailey Canyon Bathrooms & Surrounding Areas

Scope / Frequency:

1 Bathroom cleaning – Daily
2 Bathroom stocking – Daily
3 Trash can emptying – Daily
4 Parking lot maintenance – Weekly
5 Weeding around bathroom and parking lot areas – Weekly
6 Blowing debris/leaves – Weekly
7 General maintenance around bathroom and parking lot areas – Weekly

Bailey Canyon Frontage Area (Outside Park on City Property)

Scope / Frequency:

1 Blowing debris/leaves – Weekly
2 Light raking – Weekly
3 General landscape maintenance – Weekly

New Library Landscaping

Scope / Frequency:

1 General maintenance of all landscaping outside new library – Weekly
2 Maintenance of exterior landscaped areas – Weekly
3 Trash can emptying outside new library – Daily

Center Medians

Locations:

1 North Santa Anita Avenue center medians

2 West Sierra Madre Boulevard and Michillinda center median

Scope / Frequency:

1 Grass maintenance – Weekly

2 Sprinkler maintenance and monitoring – Weekly

3 Shrubbery maintenance – Weekly

4 Bush trimming and maintenance – Weekly

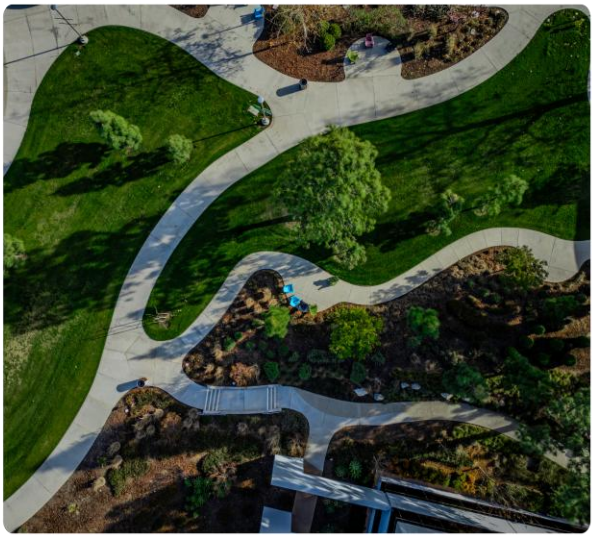
5 General landscape upkeep – Weekly

APPENDIX II

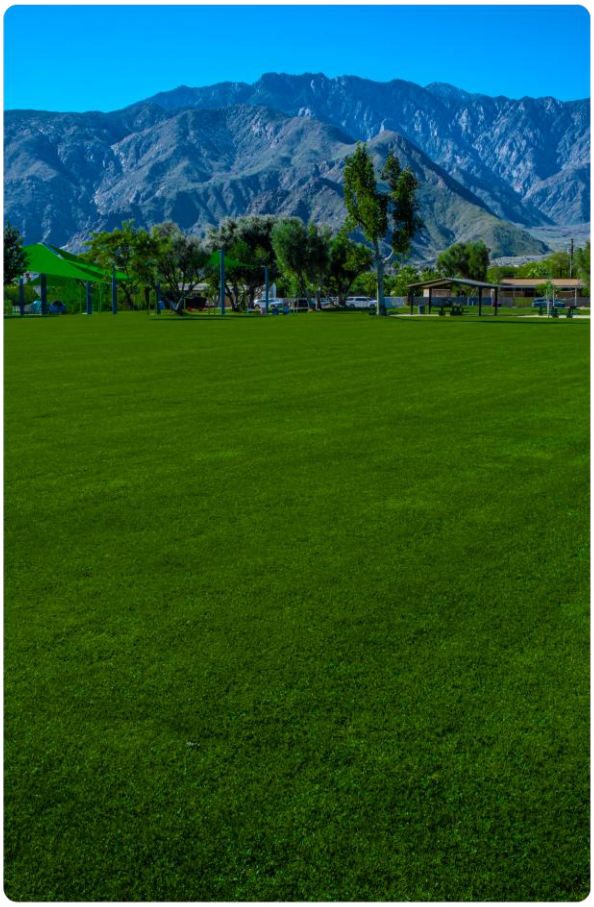
LANDSCAPE MAINTENANCE SERVICES

IN THE CITY OF SIERRA MADRE, CALIFORNIA

END OF SECTION



MARIPOSA
LANDSCAPES INC



RESPONSE TO: Landscape Maintenance Services

July 15th, 2026

MARIPOSA
LANDSCAPES INC

City of Sierra Madre
Finance Department
Attention: Miguel Hernandez
Ref: Landscape Maintenance Services
Address: 232 W. Sierra Madre Blvd. Sierra Madre, CA 917024
Phone: (626) 355-7135
E-mail: rfps@sierramadreca.gov

Since 1981, Mariposa Landscapes, Inc. has been a trusted leader in the landscape industry. Over the past 45 years, we have grown into a full-service landscape company with a dedicated team of more than 1,000 professionals serving communities throughout Southern California and Arizona. We are proud to be one of the most recognized firms in our industry, with over 100 awards celebrating our commitment to excellence in landscape maintenance, construction, and environmental stewardship. Our team is driven by a dedication to quality, innovation, safety, and long-term client satisfaction values that have earned the trust of municipalities, public agencies, and property owners for more than four decades.

At the core of our work is a simple but powerful mission:
"We create and maintain beautiful landscapes where people live, work, and play."

This mission guides every aspect of our organization from building strong client partnerships and investing in continuous employee development to delivering sustainable, high-quality landscape solutions tailored to each client's unique needs.

We appreciate the opportunity to respond to RFP Landscape Maintenance Services and look forward to the possibility of continuing to serve the City of Sierra Madre. Thank you for your time, consideration, and the opportunity to demonstrate how Mariposa Landscapes can continue to support your landscape maintenance goals.

Sincerely,

Terry Noriega - President

PREPARED BY:

Joceylin Figueroa, Senior Estimator
(626) 210-9495
Joceylin.figueroa@mariposa-ca.com

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Overview and Approach

Main Objectives

We intend to do the following:

- Provide qualified employees for these contracts to achieve professional results.
- Provide the required labor to achieve professional results and not necessarily an employee "head count",
- Provide clear and timely irrigation reports
- Provide sufficient inventory of equipment to fulfill the scope of work.
- Provide immediate information about hazards in contract areas to the City.
- Provide qualified extra labor, appropriate equipment and materials to the City for extra work projects.
- To work in conjunction with the City to serve the interests of the residents of the City of Sierra Madre.

Workplan & Approach

Proposed Staffing Breakdown & Duties

Position Title	Description of Work
Account Manager	The Account Manager is responsible for overseeing the entire project, ensuring crews consistently meet contract specifications and client expectations. They act as the contract expert, fully prepared to address questions regarding project details and requirements. In addition, the Account Manager develops proposed staffing plans and work schedules for client approval, and coordinates job walks as part of the Quality Control Program to verify performance and maintain high standards.
Irrigation	
Irrigation Tech *1*	The Irrigation Technician is responsible for monitoring and checking irrigation systems. They report directly to the Account Manager.
Routine Crew	
Foreman *1*	The Routine Crew Foreman is responsible for supervising landscape maintenance activities, including litter removal, pruning, trimming, mowing and hardscape maintenance. The Foreman leads field crews, coordinates daily work assignments, and ensures all maintenance tasks are performed safely, efficiently, and in accordance with contract and company standards. Additional responsibilities include transporting crew members to assigned sites, documenting completed work, identifying and reporting hazardous conditions, and maintaining direct communication with the Account Manager to support consistent service quality and responsiveness.
Laborer *1*	Routine Crew Laborers support landscape maintenance by performing routine and detail-oriented tasks, including litter removal, pruning, trimming, and upkeep of hardscape areas. Laborers work under the direction of the Foreman to ensure all assigned tasks are completed safely, efficiently, and in accordance with company standards.

Project Specific Methodology

After reviewing the specifications, maps and visiting each location, this project will require one routine team that is organized and ready to overcome the challenges set forth in this contract. This includes 1 crew consisting of 1 foreman and 1 laborer and 1 irrigation technician.

Service	Description
Routine Maintenance	• Perform daily site inspections and promptly address or report any malfunctions, hazards, vandalism, or abnormal conditions • Provide all necessary labor, equipment, materials, and supervision to complete the required maintenance • Ensure vehicles are parked safely in designated or approved areas to maintain traffic and pedestrian access • Conduct all work during approved hours
Irrigation System Maintenance	• Inspect irrigation components (spray heads, piping, valves, controllers) to ensure proper operation and prevent overspray or runoff • Repairs are considered extra work and require written approval from the City Representative before proceeding.
Weed Control	• Inspect all maintenance areas and keep them weed-free • Use hand, mechanical, or chemical methods, with chemical use limited as directed by the City
Turf	• Mow and trim turf on a scheduled basis, following City-determined heights, and leave all areas clean of debris • Edge turf neatly along sidewalks, curbs, beds, and other borders • Maintain sharp, properly adjusted equipment and avoid mowing on saturated soil
Shrubs	• Prune shrubs to maintain natural shape and prevent encroachment of walkways, streets, and signs; avoid decorative or unnatural cuts • Use sharp tools and remove all clippings the same day
General Clean-Up	• Remove and dispose of all trash and debris daily within landscaped areas, including cuttings, weeds, leaves, and other waste • Clean sidewalks, walkways, and curb/gutter areas immediately after mowing and edging; keep cracks and joints weed-free • Recycle all green waste and dispose of it in a City-approved manner

Equipment

Mariposa Landscapes Inc. operates a modern fleet of vehicles and equipment **all less than five years old** and serviced regularly by our in-house mechanics to ensure peak reliability. We offer large capacity mowing equipment **that most competitors can't match,** giving us a unique edge in efficiently maintaining large sites. Every crew truck is outfitted with essential hand tools, a First Aid kit, water, and clear safety instructions in case of emergencies. **Our investment in top-tier equipment and quick-response support means we consistently meet or exceed city standards—delivering dependable, high-quality results, every time**

To ensure uninterrupted service:

- We staff a full team of experienced mechanics
- Maintain a stock of backup equipment, ready when needed
- Station mechanics within 30–60 minutes of every site

Anticipated Project Specific Equipment

The following list is a working outline and may be refined with approval from designated representatives. Any adjustments will be made thoughtfully to ensure alignment with operational needs and project goals.

Regular Vehicles		Periodic Vehicles	
QTY	**Vehicles**	**QTY**	**Vehicles**
1	Truck Chevrolet Silverado 1500HD, Dbl Cab	1	Truck Toyota Tacoma w/Irrigation Setup

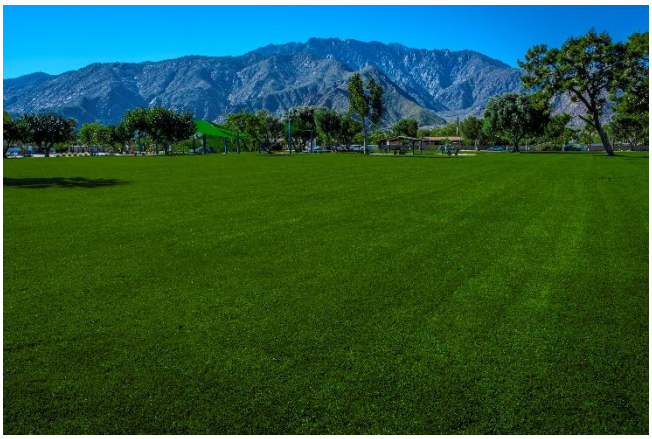
Regular Equipment		Periodic Equipment	
QTY	**Equipment**	**QTY**	**Equipment**
1	Trailer 82” x 16”, GVWR 7000, Mow Crew		
1	Trimmer String (Weedeater), electric		
2	Blower backpack, electric		
1	Hedge Trimmer , electric		
1	Mower 60in, Recycler, gas		
1	Edger Stick Type , electric		
1	Truck and Tools Equipment		

Electrical Equipment Continued

All handheld equipment used for this project will be electric. That includes the blowers, weed eaters, edgers, and hedge trimmers. Below are examples of electrical equipment that will be used. Please note the mower will be gas powered. However, if requested, Mariposa Landscapes. Inc has the capability to provide all electric equipment including mowers.

Company Profile

Mariposa Landscapes, Inc. has been shaping Southern California and Arizona's outdoor spaces since 1981. What started in Rosemead as a small operation has grown into a leading name in the industry, with over 1,000 skilled professionals, including Certified Arborists, Irrigators, and Landscape Technicians. Licensed in both California and Arizona, we offer $100 million in bonding and carry extensive insurance coverage for total client confidence.



With **45 years of experience**, we specialize in Construction, Maintenance, and Tree Care. Our work has earned **over 100 industry awards** and reflects a longstanding commitment to quality, safety, and innovation. This dedication has enabled us to build lasting partnerships with public agencies, commercial properties, educational institutions, healthcare facilities, and private clients throughout the region.

Quick Facts

Company	Mariposa Landscapes, Inc.
Founded	1981
Address	6232 Santos Diaz St, Irwindale, CA 91702
Telephone	(626) 960-0196
Corporation #	C1469653
Employer ID	368-4752-1
Insurance	$1M Workers Compensation $10M General Liability

Licensing and Certifications

- California Contractor License 592268 C27, C49, A, D49/C61, C31
- Certified Arborists on staff
- Certified Tree Workers on staff
- Tree Work – Line Clearance Certified/Instructor
- Certified Water Auditor
- Certified Backflow Inspectors
- Licensed Pest Control Company/Pest Control Advisor
- Certified Pest Control Applicators

Core Values

Safety
Safety is our highest priority. We are committed to maintaining safe worksites, following industry best practices, and taking full responsibility for creating a secure environment for our employees, clients, and the communities we serve.

Teamwork
We foster a supportive and collaborative culture where every team member's input is valued. Through effective communication, accountability, and mutual support, we work together to achieve exceptional results.

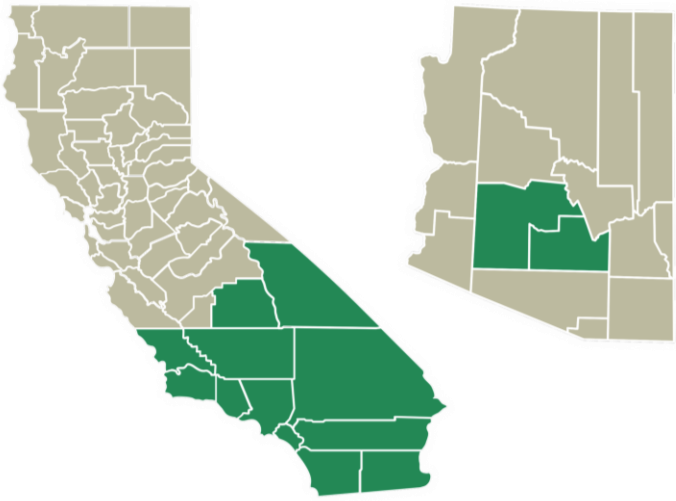
Quality
We are dedicated to providing prompt, reliable, and high-quality service. Our commitment to excellence ensures that every project is completed with professionalism, attention to detail, and lasting value for our clients.

Integrity
Integrity guides every aspect of our business. We believe in honest communication, mutual respect, and building trust through our actions, creating strong and lasting relationships with both our clients and our employees.

Service Areas & Locations

Irwindale, CA
Santa Ana, CA
Fontana, CA
Chino, CA
Gardena, CA
Somis, CA
Bermuda Dunes, CA
Oceanside, CA

Glendale, AZ
Phoenix, AZ



Our Services

At Mariposa Landscapes, we are committed to delivering more than landscape maintenance and enhancement services. We create safe, attractive, and sustainable outdoor environments that add lasting value to the properties and communities we serve. Through a combination of experienced personnel, innovative technologies, environmentally responsible practices, and a customer-focused approach, we consistently deliver results that exceed expectations.

Our team provides a comprehensive range of landscape services tailored to meet the unique goals and requirements of each client. From routine maintenance and irrigation management to landscape improvements, arbor care, and sustainability initiatives, Mariposa Landscapes has the expertise, resources, and operational capacity to successfully support properties of all sizes and complexities. The following section highlights our core capabilities and service offerings.

Service Types

Landscape Maintenance

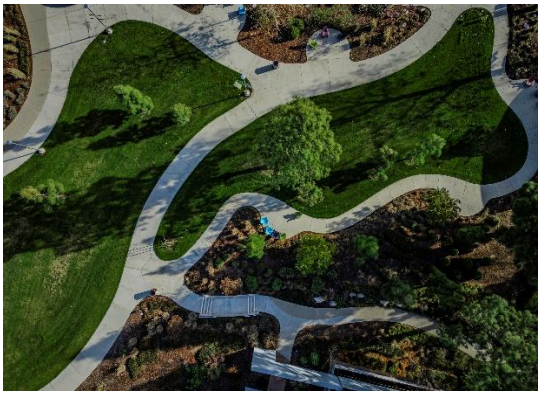
- Turf Management
- Irrigation Management
- Integrated Pest Management
- Seasonal Planting & Enhancements
- Athletic Turf Maintenance
- Parking Lot Sweeping
- Color Design
- Clean-up and Debris Removal

Tree Management

- Tree Trimming & Pruning
- On-site Diagnosis
- Hazardous Tree Removal
- Long-term Tree Care
- Stump Grinding & Disposal
- GIS Tree Mapping & Asset Management
- Tree Disease & Pest Treatment
- Tree Planting

Landscape Construction

- Site Preparation & Grading
- Native Plant Restoration
- Playground Construction
- Irrigation Systems Installation
- Tree, Shrub & Ground Cover Planting
- Park/Field Construction
- Drainage System Setup



Irrigation Retrofits

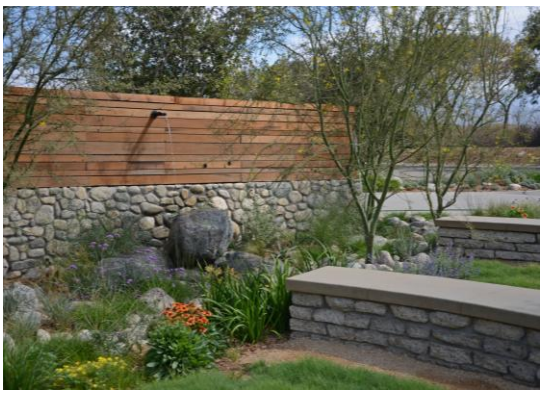
- Irrigation System Upgrades
- Leak Detection & Repair
- Zone Adjustments
- Drip Irrigation Installation
- Real-Time Monitoring
- System Performance Assessments
- Compliance with Water Regulations

Drought Tolerant Conversion

- Plant Selection
- Site Assessment & Analysis
- Soil Enhancement
- Drip Irrigation Installation
- Mulching and Ground Cover Application
- Hardscape Integration
- Water Conservation Design

Hardscape Construction

- Custom Concrete Features
- Water Features
- Monuments
- Overhead Structures Installation
- Masonry
- Stonework
- Low-voltage Lighting
- Drainage Systems



Service Location

Serviced by Mariposa Landscapes Inc. – **Irwindale Branch**

Located **10** miles from your site!

Our Irwindale location is strategically positioned to serve your project with responsiveness, efficiency, and trusted expertise. Backed by over 45 years of experience, our team delivers high-quality landscape maintenance for commercial and municipal clients throughout Southern California. Our licensed professionals ensure consistent results, supported by proactive communication and a dedicated account manager to guarantee your satisfaction.

Branch Information

15529 Arrow Highway,

Irwindale, CA 91706

Tel: (626) 960-0397

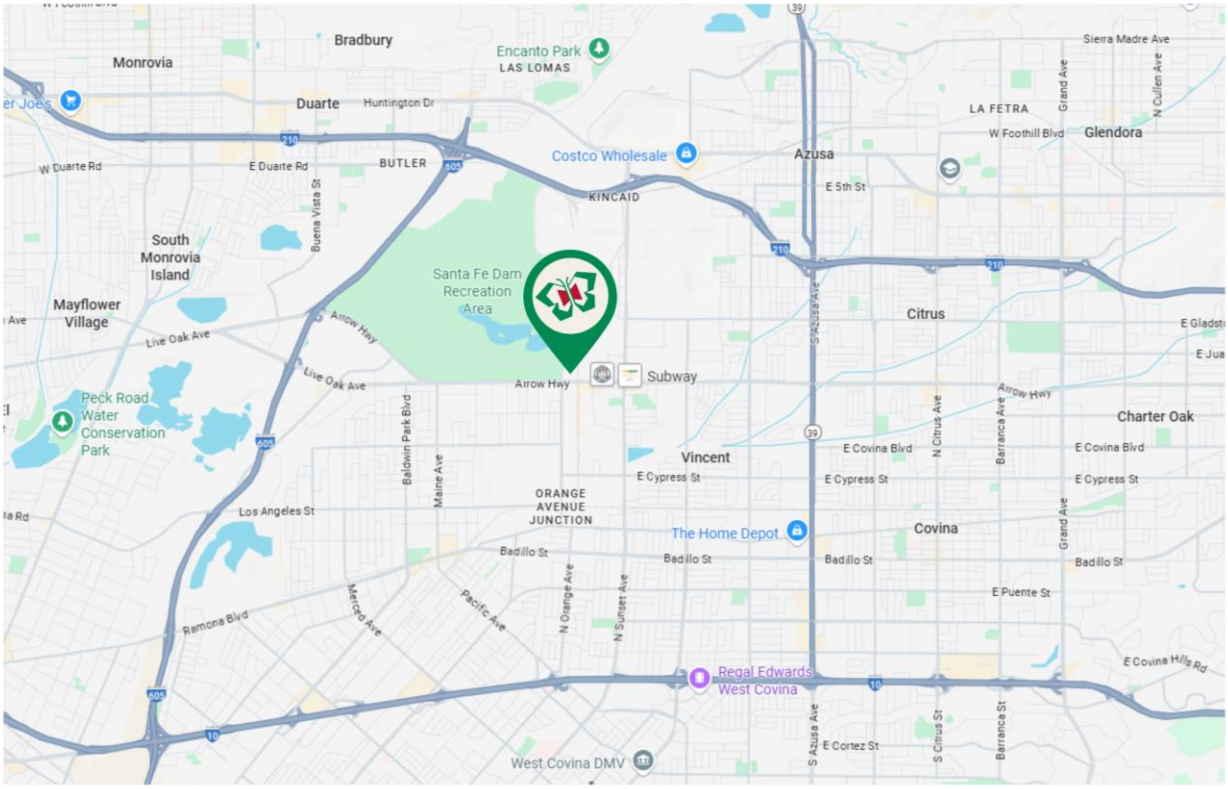
Fax: (626) 960-3809

Primary Contact

Tony Valenzuela, Branch Manager

Phone**:** (626) 252-4210

Email: tony.valenzuela@mariposa-ca.com



Uniforms & Personal Protective Equipment

Mariposa Landscapes is committed to providing employees with the equipment and resources necessary to perform their work safely and professionally. All field personnel are issued company uniforms and the personal protective equipment (PPE) required for their specific job duties. Standard PPE includes high-visibility safety vests, gloves, safety glasses, hearing protection, hard hats, face coverings, and other protective gear as needed. PPE is routinely inspected and replaced to ensure employees always have access to safe, functional equipment.

All employees are required to wear approved company uniforms while on duty, ensuring they are easily identifiable to clients, residents, and the public. Uniform standards promote a consistent professional image while also supporting workplace safety through the use of high-visibility apparel and appropriate work attire.

Specialized Protective Equipment

Additional specialized protective equipment is provided for tasks involving chemical applications, specialized equipment operation, traffic control, waterway maintenance, or other unique work environments. To support employee safety in the field, each crew vehicle is equipped with a fully stocked first aid kit, potable drinking water, required landscape maintenance tools, and accident response procedures.

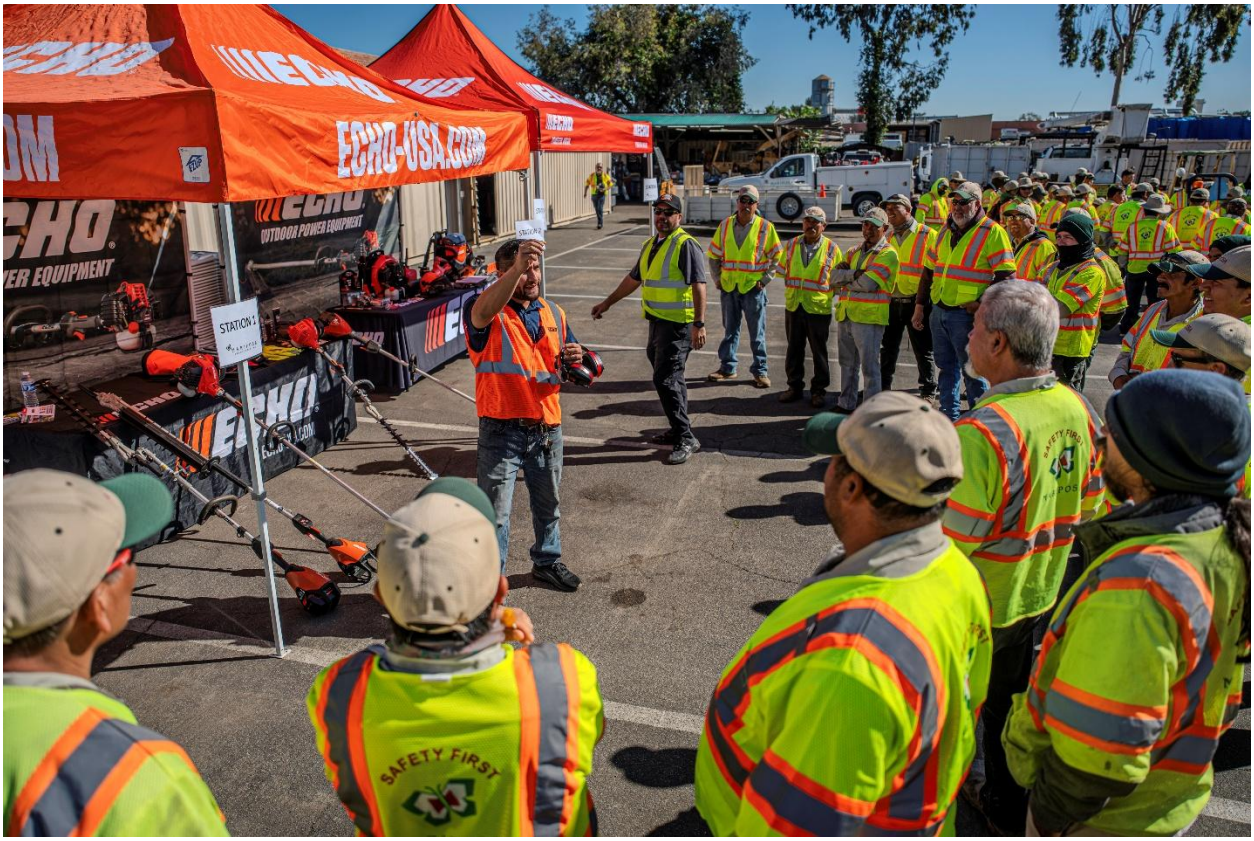
Employee Training

At Mariposa Landscapes, we believe our employees are the foundation of our success. To ensure every team member is prepared, supported, and empowered, we provide comprehensive training from day one and throughout their careers.

Every new employee participates in a structured orientation led by Human Resources before entering the field. Orientation materials and courses are available in multiple languages and cover company policies, workplace expectations, safety procedures, and required state-mandated training, including California Sexual Harassment Prevention and Workplace Safety Training. Employees also receive the Mariposa Employee Handbook during this process.

Following orientation, employees begin hands-on field training under the supervision of experienced foremen. Initial training includes safe work practices, proper use of personal protective equipment, and operation of landscape maintenance equipment such as mowers, blowers, hedge trimmers, and string trimmers. Additional training is provided for specialized equipment and job-specific responsibilities as needed.

Mariposa is committed to continuous learning and professional growth. Employees are encouraged to pursue industry certifications, including Qualified Applicator License (QAL), Certified Landscape Technician (CLT), ISA Arborist Certification, and irrigation-related credentials. Dedicated training areas at our branches help employees prepare for certification exams, and Mariposa often covers associated training and testing costs.

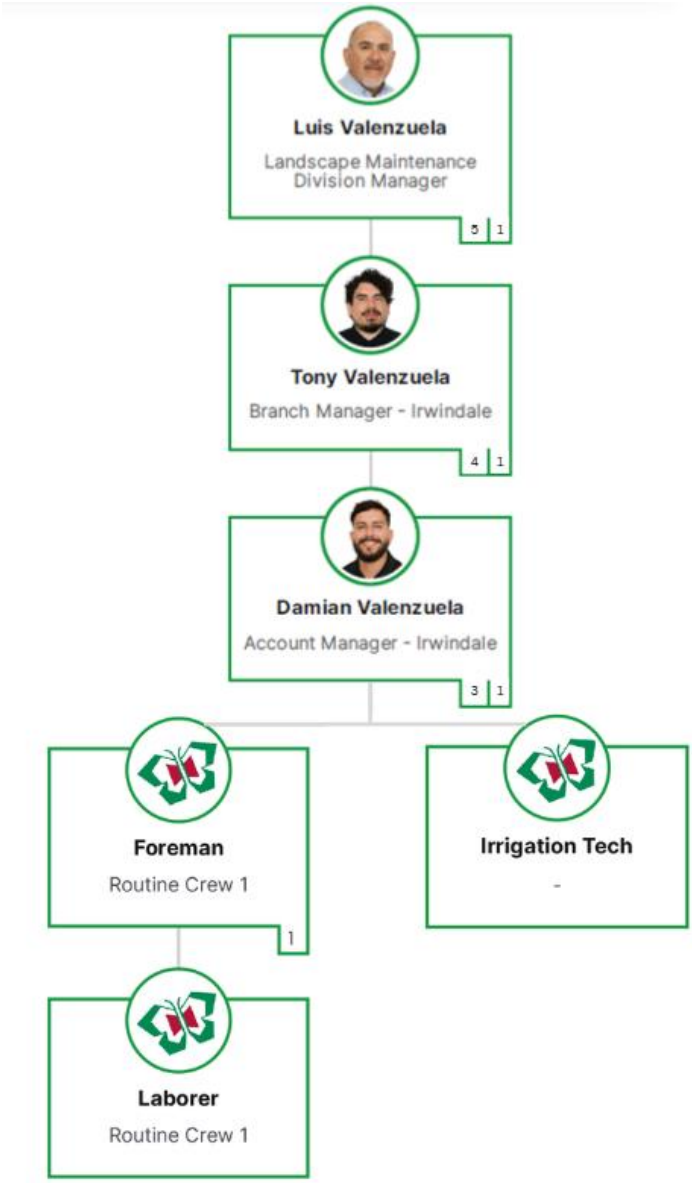


Qualifications of Personnel

Statement of Personnel Qualifications

Mariposa Landscapes' Maintenance Division is led by a team of highly experienced professionals who ensure that every project is executed with precision, efficiency, and environmental responsibility. Our Area Managers bring decades of expertise in landscape maintenance, irrigation systems, and arbor care, providing leadership that upholds the company's reputation for excellence. Below are the profiles of our key maintenance personnel.

Personnel Organizational Chart



Luis Valenzuela – Landscape Division Manager

Experience & Credentials

Luis has over 25 years of experience in landscape and construction operations. Rising through the ranks at Mariposa, he now manages the maintenance division, ensuring high-quality service and operational efficiency. His expertise in irrigation, arboriculture, and business leadership plays a key role in the company's success.

- Qualified Applicator License – Category B
- Certified Landscape Technician – Irrigation
- ISA Certified Arborist (WE-8713A)
- Certification in Effective Business Leadership & Development – PDC/GCC

Tony Valenzuela – Area Manager Irwindale

Experience & Credentials

Tony has over 12 years' experience in the landscape industry. As you can see from his certifications and training, Tony is always striving to add to his knowledge. He exemplifies Mariposa's key differentiator, horticultural knowledge and expertise. This is especially true when it comes to irrigation.

- Harvard Management Essentials Certified – Harvard Business School
- Qualified Applicator Certificate, Category B, C
- Pesticide IPM and Safety Schools Act trained
- Certified Landscape Technician, Exterior Maintenance
- Certified Landscape Manager, Exterior Maintenance
- EPA WaterSense – Qualified Water Efficient Landscape
- SDCWA San Diego – Recycled Water Site Supervisor Certified
- Irvine Ranch Water District Water Management Certified
- CIRT – Certified, Water Auditor, Installer & Repair Technician

Damian Valenzuela – Account Manager Irwindale

Experience & Credentials

Damian Valenzuela is an account manager with over one year of leadership experience and more than 10 years in field landscape maintenance. Holds a BBA in Computer Information Systems from Cal Poly Pomona, Combining technical insight with practical field knowledge. Qualified Applicator Certified in categories B, and M and QWEL Certified, Underscoring a strong commitment to environmental responsibility and regulatory compliance. Currently advancing expertise by Landscape Irrigation Certificate at MT. San Antonio College. Dedicated to delivering high standards of service, operational efficiency, and sustainable landscape practices.

- 10 years of experience in the landscape industry
- Qualified Applicator License, Category B, M

Ongoing Training

- Continuous OSHA Safety Training
- Landscape Irrigation Certificate

Past Experience with Similar Projects

CVWD Landscaping Services 2024
City of Desert Hot Springs Zone 2
City of Desert Hot Springs Zone 4
City of Palm Desert - Area #9
City of Banning - Medians & Facilities
Town of Yucca Valley - Citywide
RIVCO Mayflower Park
RIVCO Lake Cahuila Park
Riverside County Sheriff (BDUN)
Riverside County Facilities 2023 (BDUN)
Valley Sanitary District Office 2023
G&M Oil Company, Inc.
IEHP-Bermuda Dunes
City of Palm Springs - Parks
City of Banning - LMD 1
City of Banning - On Call Weed Abatement
City of Indian Wells FAMD #1
IEHP- Fontana
Rancho Haven (2024)
City of Fontana - Area 4
West Valley Water District - Facilities
SBCO Housing Authority
SBCO Regional Parks
Stronghold Engineering
Rancho Cucamonga LMD-2
City of Victorville- Animal Control & Wellness Center
Chino Hills - North Area
Riverside Utilities
City of Redlands - Sport Field Maintenance
City of Riverside - Victoria Medians
Victoria Forever Garden
City of Corona - Cajalco I-15 Interchange
City of Riverside - Facilities
City of Moreno Valley Zone E2 & E8
Sunrise Village Apartments (DWI)
DMV Redlands
SBCTA 1-10 Alabama
University Gardens and Annex (DWP)
City of San Bernadino Water Sites
Amazon Fontana Parking Lot (GL)
City of Signal Hill Citywide LS Maintenance
City of Carson Medians South
City of Vernon Grounds Maintenance
City of Lawndale - LS Maintenance

City of Azusa - Citywide 2022
LACOPW Channel Maintenance (MLI)
City of Arcadia - Citywide 2023
City of Monrovia Citywide 2022
City of Oceanside - Parks, Beaches, Facilities
City of Carlsbad - Water Facilities
City of Oceanside - Medians & Streetscapes
City of Placentia; Med., Pkwys, LMD, CC.
Fullerton College (On Call)
Orange County Parks
Santa Ana Parks District 2
Santa Ana Parks District 3
City of Santa Ana - Yard and Water Sites
OC Sheriff - Coroner Division
City of Tustin - Landscape & LLD (2024)
City of Tustin - General Fund (2024)
Laguna Beach USD
OC - Social Services Tustin
City of Oxnard PW24-24 LMD's 2023
City of Oxnard PW24-26 CFD 4 Westport 2023
City of Oxnard - Additional Park Services
LACO Santa Clarita Area Parks
Ventura College - Weed Control
LACO ISD Region 1 (SOM)
Riverside County Courts (BDUN)
City of Palm Desert - LMA 1 (2025)
City of Palm Desert - LMA 2
SBCTA - SR60 Establish Planting
March Joint Powers Authority
Riverside County Courts (FONT)
MJPA - MIPAA Landscape Maintenance
Moreno Valley - District West
Moreno Valley - WQB (2025)
Riverside - Riverwalk Maintenance
City of Rancho Cucamonga - LMD 1 Parks
Rancho Cucamonga - PD-85 Parks
Eastern Municipal Water District
LACOPW Medians - (G10) Gardena
LACOPW - (G11) Ladera Heights (GAR)
LACOPW Medians - (G13) Compton
Venice Canals
City of Santa Monica - Citwide 2024
LACOBH - Marina Del Rey
LACO LA Area Facilities

City of Gardena - 2022
USC Surrounding Median
Chrome Crankshaft (AECOM)
Blue Diamond Materials Inglewood
Goodman Logistics - Compton
LACO ISD Region 1 (GAR)
LACO ISD Region 3 (GAR)
City of Southgate - 2024
Potrero Canyon 2024
Mow Services East LACO Area
United Rock Irwindale HQ
Cal Poly Farm Store
LACO Arboretum - Arcadia
CADGS - Diagnostic Center So.Cal.
Bonelli Park Mowing
LACO Public Works HQ Alhambra 2022
EF International Academy
City of Duarte - Citywide 2023
Cal-American
LACO ISD Region 3 (IRW)
City of Sierra Madre
LACOPW Medians (G5) Covina
LACOPW Medians (G6) Charter Oak Azusa
LACOPW Medians (G14) S. Whittier
LACOPW Medians - (G7) E. Pasadena
LACOPW Medians - (G8) Rosemead
LACOPW Medians - (G9) Altadena Montrose
LACOPW Medians (G1) Avocado Heights
LACOPW Medians (G2) E. Hacienda Heights
LACOPW Medians (G4) Rowland Heights
LACOPW Medians (G12) Belvedere
Santa Margarita Water District
Ventura County Channel Harbor and Library
Ventura County - Oak Park Area 4
City of Glendora - Citywide 2022
Monterey Park - Water Sites - 2022
CDCR 233 N. Second Covina
LACOPW Medians - Montebello
Goodman Logistics - El Monte & SFS BLDS

Current Projects of Similar Scope

Mariposa Landscapes Inc. is one of the few contractors locally that has the experience, necessary equipment, and manpower to achieve the Scope of Services outline in the City of Sierra Madre RFP. The technical and professional skills gained over the years by maintaining numerous government facilities and public works projects gives Mariposa Landscapes firsthand experience to maintain the Scope of Services. Below are a few of the government entities serviced within our Irwindale Branch and in close proximity to City of Sierra Madre.

City of Arcadia	
Landscapes Maintenance of City Parks, Medians and Parkways	2013-Current
Scope: Irrigation, aeration, fertilization, mowing, edging, pruning, weed control, pest control and debris removal.	

City of Monrovia	
Landscape Maintenance of Parks, Medians/Open Spaces, Water Sites	Term: 2017-Current
Scope: Turf Mowing and edging, shrub pruning, fertilizer application, weed control, rodent control, litter removal, cleaning of walkways and hardscapes.	

City of Azusa	
Landscape and Irrigation Maintenance	Term: 2021-Current
Scope: Landscape maintenance, Irrigation maintenance, mowing, edging, weeding, shrub trimming over-seeding, topdressing, fertilization, blowing of hardscape, tree trimming, tree removal, fertilization, weed control, pesticide, spraying and planting.	

City of Glendora	
Citywide Landscape Maintenance	2021-Current
Scope: Turf, sports fields, groundcover, tree clearance, litter control, irrigation, weed control, fertilization, pest management, parking lot sweeping, hardscape cleaning, playground maintenance, weed abatement,	

References

Here at Mariposa Landscapes, Inc. we take pride in our work and thrive on keeping our company as one of the most recommended in the industry. Our steady record of customer satisfaction has allowed us to maintain positive relationships with our clients.

City of Arcadia		
Landscape Maintenance Services		2014-Current
Scope: Landscape Maintenance of City Parks, Medians and Parkways- Irrigation, aeration, fertilization, mowing, edging, pruning, shaping and trimming trees, maintenance of shrub and ground cover plants, weed control, pest control and debris removal.		
Dave Thompson	(626) 254-2709	dthompson@ArcadiaCA.gov

City of Baldwin Park		
Landscape Maintenance Services		2020-Current
Scope: Landscape Maintenance of street medians, right of way planters, and slopes. Duties include litter control, planters maintenance, turf maintenance, irrigation maintenance, pest control, weed abatement.		
Anthony Vazquez	(626) 960-3993	avazquez@baldwinpark.com

City of Glendora		
Landscape Maintenance		2022-Current
Scope: Landscape maintenance, and weed abatement, turf maintenance, turf renovation, infield maintenance, sports turf maintenance, mowing, edging, shrubs and plants, groundcover, tree maintenance, leaf litter/bark mulch, irrigation, manual watering, irrigation system maintenance, weed control, plant maintenance, fertilization, pest management, trash, leaves and debris collection and disposal, hardscape maintenance.		
Matthew Boespflug	(626) 852-4871	MBoespflug@cityofglendora.gov

City of Monrovia		
Landscapes Maintenance of Parks, Medians/Open Spaces, Water Sites		2017-Current
Scope: Turf Mowing and edging, shrub pruning, fertilizer application, weed control, rodent control, litter removal, cleaning of walkways and hardscapes.		
Todd Hull	(626) 256-0013	thull@ci.monrovia.ca.us

Project Schedule

The schedule outlined below is intended for planning purposes only. A final, comprehensive schedule will be developed at the commencement of the contract and coordinated jointly between the designated City representative and the authorized representative of Mariposa Landscapes, Inc.

All schedules are subject to modification based on operational requirements and must be approved by both parties. Upon contract award, Mariposa's Project Manager will provide the annual service schedule for review and approval.

Daily Specific Schedule

Task	Daily Average						
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Trash Removal	All Locations	All Locations	All Locations	All Locations	All Locations	All Locations	All Locations
Bathroom Cleaning		All Bathroom Locations		All Bathroom Locations			All Bathroom Locations
Bathroom Restocking	All Bathroom Locations	All Bathroom Locations	All Bathroom Locations	All Bathroom Locations	All Bathroom Locations	All Bathroom Locations	All Bathroom Locations

Site Specific Schedule

Task	Weekly Average				
	Monday	*Tuesday*	*Wednesday*	*Thursday*	*Friday*
Management Supervision			All Locations		
Routine Crew	Mary's Market, Fain Street, Medians/Side Panels	City Facilities	Mira Monte West Reservoir, Grove Reservoir	Parks, Parks Facilities and Misc. Monuments	Public Parking Lots
Mow Crew				All Turf Locations	

Pricing

Please see PlaneBids line items as well as provided costs sheets for information regarding costs and pricing. Pricing provided includes all labor, materials, equipment and all incidental costs needed to fulfil the scope of work.

Certificate of Insurance Statement of Willingness

Mariposa Landscapes, Inc hereby confirms its willingness to work with the City of Sierra Madre and confirms the ability to meet City requirements.

Conflicts of Interest Disclosure

Mariposa Landscapes, In hereby confirms there are no conflicts of interest.

Section C – Proposal Information and Documents

Please see the following pages for all required proposal information and documents.

SECTION C – PROPOSAL INFORMATION AND DOCUMENTS

LANDSCAPE MAINTENANCE SERVICES

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

LANDSCAPE MAINTENANCE SERVICES

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 None to None 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: Mariposa Landscapes, Inc.

MAILING ADDRESS: 6232 Santos Diaz St., Irwindale, CA 91702

TELEPHONE NO. (626) 960-0196

STATE CONTRACTOR'S LICENSE NO. 592268

STATE OF INCORPORATION: California

AUTHORIZED SIGNATURE:

TITLE: Terry Noriega, President

DATE: 7/1/2026

(If Company is a Corporation, provide corporate resolution per **B1.06 PROPOSAL of SECTION B – INSTRUCTION TO BIDDERS.**)

State of California
Secretary of State

S

Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): $25.00.
If this is an amendment, see instructions.
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FQ60862

FILED

In the office of the Secretary of State of the State of California

AUG-25 2017

This Space for Filing Use Only

1. CORPORATE NAME
MARIPOSA LANDSCAPES, INC.

2. CALIFORNIA CORPORATE NUMBER
C1469653

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.
☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 6232 SANTOS DIAZ ST, IRWINDALE, CA 91702			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 6232 SANTOS DIAZ ST, IRWINDALE, CA 91702			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ TERRY L NORIEGA	6232 SANTOS DIAZ ST, IRWINDALE, CA 91702			
8. SECRETARY ANTONIO VALENZUELA	6232 SANTOS DIAZ ST, IRWINDALE, CA 91702			
9. CHIEF FINANCIAL OFFICER/ THERESA LU	6232 SANTOS DIAZ ST, IRWINDALE, CA 91702			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME TERRY NORIEGA	6232 SANTOS DIAZ ST, IRWINDALE, CA 91702			
11. NAME				
12. NAME				

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
TERRY NORIEGA

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL | CITY | STATE | ZIP CODE
6232 SANTOS DIAZ ST, IRWINDALE, CA 91702

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
LANDSCAPE MAINTENANCE SERVICES

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE
08/25/2017	BRANDON Y HUANG	CONTROLLER	

BID SCHEDULE

LANDSCAPE MAINTENANCE SERVICES

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: Mariposa Landscapes, Inc.

CONTRACTOR'S LICENSE NO.: 592268

AUTHORIZED SIGNATURE: Terry Noriega

TITLE: Terry Noriega, President

DATE: 7/1/2026

[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: $ 211,164.00 per year

Bid Schedule Total (in words): Two Hundred and Eleven Thousand One Hundred and Sixty-Four Dollars

Mariposa Landscapes, Inc.

(Company Name of Bidder)

7/1/2026

(Date)

BID BOND

LANDSCAPE MAINTENANCE SERVICES

IN THE CITY OF SIERRA MADRE, CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS that Bidder Mariposa Landscapes, Inc., as PRINCIPAL, and Hartford Fire Insurance Company, as SURETY, are held and firmly bound unto the City of Sierra Madre as AGENCY, in the penal sum of TEN PERCENT THE AMOUNT BID IN ********** dollars ($ 10% **********), 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 8th day of July, 2026.

Mariposa Landscapes, Inc.
PRINCIPAL* 6232 Santos Diaz Street, Irwindale, CA 91702

626-960-0196

Terry Noriega

Terry Noriega, President

Hartford Fire Insurance Company
SURETY* One Pointe Drive 6th Floor, Brea, CA 92821

602-572-6478

Mary Smith

MARY SMITH, Attorney in Fact

IMA, Inc.
3475 E. Foothill Blvd, Suite 100, Pasadena, CA 91107
626-799-7000

*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.

** CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT 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)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Los Angeles)

On July 8, 2026 before me, Albert Febres-Cordero, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared MARY SMITH
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

HMD1 ALBERT FEBRES-CORDERO
COMMISSION #2501506
Notary Public - California
LOS ANGELES COUNTY
My Commission Expires
OCTOBER 5, 2028 HMD1

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: IMA INC
Agency Code: 72-183250

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Steven L. Brockmeyer, Alberto Febres-Cordero, Clarice Lee, Mary Smith, Ronald C. Wanglin of PASADENA, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **SS.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 8, 2026.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Revised: July 31, 2024

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 07/08/2026 before me, Timothy Chang, Notary Public
(insert name and title of the officer)

personally appeared Terry Noriega,
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.

NRO1 TIMOTHY CHANG
COMM. #2491150
Notary Public - California
Los Angeles County
My Comm. Expires May 25, 2028 NRO1

Signature _____ **(Seal)**

Not Applicable

BID GUARANTEE

LANDSCAPE MAINTENANCE SERVICES

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

LANDSCAPE MAINTENANCE SERVICES

IN THE CITY OF SIERRA MADRE, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: Mariposa Landscapes, Inc.

Business Address: 6232 Santos Diaz St., Irwindale, CA 91702

Telephone: (626) 960-0196 FAX: (626) 960-8477

E-mail: estimating@mariposa-ca.com

CONTRACTOR's License No.: 592268 Date License Issued: 4/19/1990

License Expiration Date: 4/30/2028

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)

Terry Noriega, President - 6232 Santos Diaz St., Irwindale, CA 91702 - (626) 960-0196

Antonio Valenzuela, Secretary - 6232 Santos Diaz St., Irwindale, CA 91702 - (626) 960-0196

Luara Noriega, Assitant Treasurer - 6232 Santos Diaz St., Irwindale, CA 91702 - (626) 960-0196

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

None

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)

Mariposa Landscapes, Inc. - Mariposa Horticultural Enterprises, Inc. - 1989 - 2009

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 _____

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:_____

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 1st day of July, 2026, at Irwindale, California.

Authorized Representative: Signature

Title Terry Noriega, President

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 07/01/2026 before me, Timothy Chang, Notary Public
(insert name and title of the officer)

personally appeared Terry Noriega,
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)**

NRO1 TIMOTHY CHANG
COMM. #2491150
Notary Public - California
Los Angeles County
My Comm. Expires May 25, 2028 NRO1

EXPERIENCE STATEMENT

LANDSCAPE MAINTENANCE SERVICES

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: Citywide Landscape Maintenance Client: City of Glendora

Date: 2022 Project Value: $933,876.00 Client Contact: Matthew Boespflug

Client Telephone # (626) 852-4871 Client Email Address: 1636 Compromise Line Rd., Glendora, CA 91741

Description: Landscape Maint. and weed abatement, turf maint., turf renovation, infield maintenance, sports turf maint., mowing, edging, shrubs and plants, groundcover, tree maint., leaf litter/barck mulch, irrigation, manual watering, irrigation system maint., weed control, plant maint., fertilization, pest management, trash, leaves and debris collection and disposal, hardscape maintenance.

Subject to Federal Labor Standards: Yes No

Project Title: Landscape and Irrigation Maintenance Client: City of Azusa

Date: 2022 Project Value: $459,948.00 Client Contact: Roy Chavez

Client Telephone # (626) 812-5259 Client Email Address: rchavez@azusaca.gov

Description: Landscape maintenance, Irrigation maintnenance, mowing, edging, weeding, shrub trimming over-seeding, topdressing, fertilization, blowing of hardscape, tree trimming, tree removal, fertilization, weed control, pesticide, spraying and planting.

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

LANDSCAPE MAINTENANCE SERVICES

IN THE CITY OF SIERRA MADRE, CALIFORNIA

Project Title: Landscape Maintenance Services Client: City of Baldwin Park

Date: 2020 Project Value: $100,000.00 Client Contact: Anthony Vazquez

Client Telephone # (626) 960-3993 Client Email Address: avazquez@baldwinpark.com

Description: Landscape Maintenance of street medians, right of way planters, and slopes. Duties include litter control, planters maintenance, turf maintenance, irrigation maintenance, pest control, weed abatement.

Subject to Federal Labor Standards: Yes No

Project Title: Landscape Maintenance Services Client: City of Rancho Cucamonga

Date: 1989 Project Value: $1,602,650.00 Client Contact: Steve Relph

Client Telephone # (909) 774-2730 x Client Email Address: steve.relph@cityofrc.us

Description: Landscape Maintenance of Medians, Parkways and Libraries: Weed control, planting, tree maintenance, pest control, irrigation maintenance, hardscape maintenance, shrub, groundcover, vine and landscape mulch maintenance.

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 1st day of July, 20 26 at Irwindale, California.

Authorized Representative: Signature _____

Title Terry Noriega, President

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 07/01/2026 before me, Timothy Chang, Notary Public
(insert name and title of the officer)

personally appeared Terry Noriega,
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.

NRO1 TIMOTHY CHANG
COMM. #2491150
Notary Public - California
Los Angeles County
My Comm. Expires May 25, 2028 NRO1

Signature _____ **(Seal)**

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

LANDSCAPE MAINTENANCE SERVICES

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)
None				

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: Mariposa Landscapes, Inc.

AUTHORIZED SIGNATURE: Terry Noriega, President

Date: 7/1/2026

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 07/01/2026 before me, Timothy Chang, Notary Public
(insert name and title of the officer)

personally appeared Terry Noriega,
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)**

NRO1 TIMOTHY CHANG NRO1
COMM. #2491150
Notary Public - California
Los Angeles County
My Comm. Expires May 25, 2028

STATEMENT REGARDING INSURANCE COVERAGE

LANDSCAPE MAINTENANCE SERVICES

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: Mariposa Landscapes, Inc.

MAILING ADDRESS: 6232 Santos Diaz St., Irwindale, CA 91702

AUTHORIZED SIGNATURE: Amy Lemenager

TITLE: President

DATE: 7/1/2026

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

LANDSCAPE MAINTENANCE SERVICES

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: 592268

License Expiration Date: 4/30/2028

Authorized Signature: _____
Terry Noriega, President

Date: 7/1/2026

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the President of Mariposa Landscapes, 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 1st day July, 2026 at Irwindale, California.

CONTRACTOR's Signer's Name

Terry Noriega, President

CONTRACTOR's Signer's Title

Mariposa Landscapes, Inc.

CONTRACTOR's Business Name

Contractor's Business Address:

6232 Santos Diaz St.

Mailing Street Address

Irwindale, CA 91702

City, State, Zip Code

(626) 960-0196

Telephone #

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 07/01/2026 before me, Timothy Chang, Notary Public
(insert name and title of the officer)

personally appeared Terry Noriega,
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.

NRO1 TIMOTHY CHANG
COMM. #2491150
Notary Public - California
Los Angeles County
My Comm. Expires May 25, 2028 NRO1

Signature _____ **(Seal)**

APPENDIX I

BID FORM

CATEGORY 1

CITY FACILITIES

	Description / Location	Address	Price
1	City Hall - City Hall Courtyard, Rose Garden, curtilage	232 W. Sierra Madre Blvd.	$ 615.90
2	Public Safety Building	242 W. Sierra Madre Blvd.	$ 598.30
3	City Library	440 W. Sierra Madre Blvd.	$ 527.91
4	Public Works Grounds - Grandview	621 E. Sierra Madre Blvd.	$ 316.75
5	Lizzie's Trail Inn & Richardson House	167 E. Mira Monte Ave.	$ 263.96
		MONTHLY COST:	$ 2,322.82

CATEGORY 2

PARKS, PARKS FACILITIES and MISC. MONUMENTS

	Description / Location	Address	Price
1	Memorial Park	222 W. Sierra Madre Blvd.	$ 2,111.64
2	Sierra Vista Park	611 E. Sierra Madre Blvd.	$ 5,279.10
3	Mt. Wilson Trail Park	189 E. Mira Monte Ave.	$ 1,231.79
4	Kersting Court	51 N. Baldwin Ave.	$ 651.09
5	Goldberg Park	171 S. Sunnyside Ave.	$ 791.87
6	Bailey Canyon	451 W. Carter Ave.	$ 615.90
		MONTHLY COST:	$ 10,681.39

CATEGORY 3

Mary's Market Parking Lot	MONTHLY COST:	$ 439.93
Fain Street	MONTHLY COST:	$ 351.94
Sierra Madre Elementary School Field	MONTHLY COST:	$ 879.85

MEDIANS/SIDE PANELS

	Description / Location	Price
1	North Santa Anita Ave. Center Medians	$ 527.91
2	West Sierra Madre Blvd. and Michillinda Center Median	$ 263.96
	MONTHLY COST:	$ 2,463.59

CATEGORY 4

PUBLIC PARKING LOTS

	Description / Location	Price
1	Mariposa Parking Lot	$ $404.73

2	Auburn Parking Lot	$ 369.54
3	Montecito Parking Lot	$ 351.94
4	South Baldwin Parking Lot	$ 387.13
	MONTHLY COST:	$ 1,513.34

	Description / Location	Price
1	Mira Monte West Reservoir	$ 263.96
2	Grove Reservoir – Public Area	$ 351.94
	ANNUAL COST:	$ 7,390.80

PRICE SCHEDULE - EXTRA WORK - REQUIRED FROM ALL BIDDERS

To be paid on a time and materials basis. Total cost, in writing, per project will be required before authorization of work in this category.

LABOR:	COST PER HOUR
Foreman/Crew Leader	$ 60.00
Holidays and Weekends	$ 90.00
Worker/Labor	$ 55.00
Holidays and Weekends	$ 82.50
Irrigation Specialist	$ 75.00
Holidays and Weekends	$ 112.50
Additional employee classification Supervisor	$ 80.00
Holidays and Weekends	$ 120.00

LABOR PLANTING PER CONTAINER:	COST PER UNIT
Flat	$ 45.00
1-Gallon	$ 17.00
5-Gallon	$ 40.00
15-Gallon	$ 116.00
24" Box	$ 550.00

EQUIPMENT:	COST PER HOUR
Pickup Truck	$ 17.50
Flatbed Truck	$ 22.00
Additional equipment classifications (Please List)	$ N/A
N/A	$ N/A
	$ N/A

PRICE SCHEDULE - NEWLY DEVELOPED AREAS

Maintenance of additional landscape in medians $ 0.03 (per sq. ft.)

MATERIALS: Materials will be reimbursed at Contractors cost or purchased by the City and supplied to the Contractor at the discretion of the Public Services Department.

The undersigned firm does hereby agree to perform all work as required in the attached specifications at the rates as quoted above.

DATE: 7/15/2026

COMPANY: Mariposa Landscapes, Inc.

NAME (Print): Terry Noriega

SIGNATURE: Terry Noriega

Company Name: Mariposa Landscapes, Inc.

Name: Terry Noriega

(Please Print)

By: Terry Noriega

(Signature)

Title: President

City of Sierra Madre
Q & A for Solicitation LANDSCAPE MAINTENANCE SERVICES
Issued on 06/17/2026
Submissions Due on July 08, 2026 2:00 PM (PDT)
Exported on 06/23/2026

Submitted By	Submit Date
J. Orozco Enterprises, Inc	06/19/2026 11:24:18 AM
J. Orozco Enterprises, Inc	06/19/2026 11:25:18 AM
J. Orozco Enterprises, Inc	06/23/2026 10:02:38 AM
J. Orozco Enterprises, Inc	06/23/2026 10:02:51 AM
J. Orozco Enterprises, Inc	06/23/2026 10:03:02 AM
J. Orozco Enterprises, Inc	06/23/2026 10:03:18 AM
J. Orozco Enterprises, Inc	06/23/2026 10:03:33 AM
J. Orozco Enterprises, Inc	06/23/2026 10:03:52 AM
J. Orozco Enterprises, Inc	06/23/2026 10:04:30 AM
J. Orozco Enterprises, Inc	06/23/2026 10:05:11 AM
J. Orozco Enterprises, Inc	06/23/2026 10:05:29 AM
J. Orozco Enterprises, Inc	06/23/2026 10:05:46 AM
J. Orozco Enterprises, Inc	06/23/2026 10:06:01 AM
J. Orozco Enterprises, Inc	06/23/2026 10:06:19 AM
J. Orozco Enterprises, Inc	06/23/2026 10:06:32 AM
J. Orozco Enterprises, Inc	06/23/2026 10:06:45 AM
J. Orozco Enterprises, Inc	06/23/2026 10:07:02 AM
J. Orozco Enterprises, Inc	06/23/2026 10:07:15 AM
J. Orozco Enterprises, Inc	06/23/2026 10:07:30 AM

J. Orozco Enterprises, Inc	06/23/2026 10:07:43 AM
J. Orozco Enterprises, Inc	06/23/2026 10:07:57 AM
J. Orozco Enterprises, Inc	06/23/2026 10:08:13 AM
J. Orozco Enterprises, Inc	06/23/2026 10:08:26 AM
J. Orozco Enterprises, Inc	06/23/2026 10:08:44 AM
J. Orozco Enterprises, Inc	06/23/2026 10:08:57 AM
J. Orozco Enterprises, Inc	06/23/2026 10:09:08 AM
J. Orozco Enterprises, Inc	06/23/2026 10:09:24 AM
J. Orozco Enterprises, Inc	06/23/2026 10:09:39 AM
J. Orozco Enterprises, Inc	06/23/2026 10:09:51 AM
J. Orozco Enterprises, Inc	06/23/2026 10:10:04 AM
J. Orozco Enterprises, Inc	06/23/2026 10:10:16 AM
J. Orozco Enterprises, Inc	06/23/2026 10:10:31 AM
J. Orozco Enterprises, Inc	06/23/2026 10:10:48 AM

Question

3.On page III of the bid document under Request for Bid Schedule and Submission of Bid it states the bid will be due on 7/15/26, but on the Cover Page and PlanetBids it states the bid will be due on 7/8/2026. Which date will

4.On the Cover Page of the RFB it states Questions are due 6/24/2026 but on page III and PlanetBids it states they are due on July 1st,2026. Which date will the questions be due on?

1.Who is the current contractor? What is the current contract amount? What is the current monthly cost for the jobsites in the existing contract(s)?

2.Is storage provided on city property for contractor's equipment?

3.Can the City provide maps outlining the service areas and the boundaries of the sites?

4.Can the City provide the acreage/square footage per site listed under this contract (i.e.: turf square footage, entire area square footage, hardscape areas, etc.) if available?

5.What is the estimated amount of paper products used for each site when all the bathrooms are open? IE: seat covers, toilet paper, paper towels, trash bag liners? Will the products be City provided or are the products

6.At the pre bid meeting it was said the bathrooms are done 3x a week; but on the frequency schedule it states bathrooms need to be cleaned daily can you clarify the frequency? Can the City confirm if daily refers to Monday-Friday (5 days a week) or Sunday- Saturday (7 days a week) for the bathrooms to be cleaned?

7.Does the City provide the needed cleaning products for bathroom cleaning or is that the contractors

8.What cleaning products are needed for bathroom cleaning if the City does not provide them? Do you have a list of approved products that the contractor can reference if the products are their responsibility

9.Are the current shrub, vine, and hedge heights acceptable for this contract? If not, can you specify an acceptable height for shrub, vine, hedge care?

10.Are the irrigation systems at all sites currently in good working conditions? If not, will the contractor be allowed an initial walk through at all sites for inspection and allow the contractor to provide a one-time extra work quote for repairs to bring all irrigation up to working conditions?

11.Can the City provide the irrigation costs for the current contract?

12.Can the City clarify if the contractor is expected to maintain, repair or replace backflow devices, their cages and their locks for this contract? If so, what is the quantity of Backflows to be maintained and where are they

13.For vandalism and/or theft of the irrigation components pertaining to the backflow devices, their cages, and their locks, will the City be responsible for these repairs and replacements, or will this be billed as extra work? If it’s necessary to provide hand watering while replacements/repairs are being completed, will hand watering be

14.Will the City reimburse or provide irrigation system components that are damaged or vandalized? If irrigation is damaged/vandalized, will this be considered extra work or should this be incorporated into our monthly costs? Also, can you confirm if the irrigation system piping is 2-inches and smaller or does it include piping above 2-inches as well and if so, will the irrigation piping repairs/replacements be considered extra work

15.What is the quantity of irrigation controllers for this contract? What is the quantity and location of automatic irrigation controllers (if any) at the sites? What is the quantity and location of manual irrigation controllers (if any) at the sites? Are there any battery controller valves? If yes, how many and where are they

16.Are there water conservation mandates for this contract? (i.e.: specific watering days, etc.) If there are any drought restrictions will the contractor be responsible for the plant material(s) that dies and needs to be

17.Is the use of Roundup Promax acceptable for this contract? Does the City have an approved list of chemicals that can be used for this contract?

18. Will the City or their representatives be responsible for making chemical recommendations when necessary
19. What current pesticides and/or herbicides (pre-emergent and post- emergent if applicable) are currently
20. Can the City provide if any sites under this contract currently have rodent, insect, etc. issues? Can you provide if any remedies are currently being used to maintain the sites per specifications?
21. Can you confirm that shrub and tree maintenance (i.e.: trimming/pruning) is only completed for this contract for pedestrian clearance and vehicular clearance heights where it can be safely and properly accomplished with hand tools from ground level and confirm it does not include any “elevated tree work”
22. Can the City clarify if downed branch pick up and removal only include small diameter branches/limbs that can be managed by the landscape crew with small hand tools and fit in the back of the work truck bed? If this includes large diameter branches/limbs, will this be an extra work quote to be completed outside of the regular scope of work? Typically, large diameter branches/limbs require aerial devices requiring a tree crew and bigger
23. Does the City currently require the contractor to be onsite for any holiday parades (if applicable) for any trash/litter clean up? Does the City have a schedule and minimum crew for this type of work, and will it be
24. What is the number of trash receptacles at the sites? Is the replacement of trash can liners included in this contract and if so, will the replacement liners be the contractor’s responsibility? Can the City confirm if daily refers to Monday-Friday (5 days a week) or Sunday- Saturday (7 days a week) for trash can liner replacement?
25. Can the City confirm that if there is any damaged or vandalized items under this contract such as turf, trees, shrubs, groundcover, plants, irrigation, etc. that the repairs and/or removal and replacement of these items are considered extra work and will be quoted to the City by the contractor for approval? Will the City provide the materials and the contractor provide the installation, or will the contract be responsible for the materials and labor? If the City decides not to approve the damaged or vandalized turf, trees, shrubs, groundcover, plants,
26. Will the City/District provide the contractor with access for employees and equipment for the maintenance of the Sierra Madre Elementary School Field? Will the contractor be able to provide services during the week (with students and faculty on campus) or will these services be needed on the weekends? Will the contractor have a schedule provided for these services such as statewide testing days, emergency drills, etc. that would
27. Does the City accept annual renewable bonds for this contract?
28. For sites that include sand court areas (to include lots, play areas, volleyball courts, etc) will any sand replenishment materials be provided by the City or will this be the contractor’s responsibility? How much sand replenishment was necessary in the current contract if necessary? In previous years did the contractor need to remove standing water from the sand court areas and if so, how was this completed in the past and did it require more sand to be added after heavy rain to maintain the necessary standards for depths? Will this work
29. It was stated in the Pre-Bid Meeting that Fertilization is part of the contract, will this be considered an as-needed extra work quote, or would it be included in the cost? What is the frequency for fertilization? Will the City provide the materials and the contractor provide the installation/labor , or will the contractor be
30. Will the City provide hand soap? What is the quantity of hand soap needed for the bathrooms and what brand is the City currently using at the parks?
31. In the bid package under the insurance requirements, it asks for Professional Liability Insurance (errors and emissions policy). Can the City confirm that this insurance requirement is waived since it pertains to companies who draw or design work and under this contract contractors are only performing landscape maintenance

Group Name	Answer	Release Date	Set	Status

City of Sierra Madre
Q & A for Solicitation LANDSCAPE MAINTENANCE SERVICES
Issued on 06/17/2026
Submissions Due on July 08, 2026 2:00 PM (PDT)
Exported on 06/18/2026

Submitted By	**Submit Date**
BrightView Landscape Services, Inc.	06/17/2026 8:26:29 PM
BrightView Landscape Services, Inc.	06/17/2026 8:26:34 PM
BrightView Landscape Services, Inc.	06/17/2026 8:26:54 PM
BrightView Landscape Services, Inc.	06/17/2026 8:28:35 PM
BrightView Landscape Services, Inc.	06/17/2026 8:29:07 PM
BrightView Landscape Services, Inc.	06/17/2026 8:37:55 PM
BrightView Landscape Services, Inc.	06/17/2026 8:47:24 PM
BrightView Landscape Services, Inc.	06/17/2026 9:03:21 PM
BrightView Landscape Services, Inc.	06/17/2026 9:04:52 PM

Question

Who is the current landscape maintenance contractor?

What is the current annual contract value?

1) Can you please provide maps of the areas in scope?

Can you please provide a list of sites/locations that are in scope?

What is the current street sweeping schedule that mowing needs to coincide with (one day prior)?

Page 14 states, :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 LANDSCAPE MAINTENANCE SERVICES DO NOT OPEN WITH REGULAR MAIL." Page 18 states, "Each proposal shall be enclosed in a sealed envelope, labeled as specified in SECTION A - NOTICE INVITING SEALED BIDS." Page 3 states, "The City requires an electronic submittal of all bids through PlanetBids. No paper copies, fax, or email

Page 116 mentions bathrooms. Can you please clarify what the scope of work is in regards to the bathrooms?

What will be the start date of the contract?

What will be the length of the contract?

Group Name	Answer	Release Date	Set	Status

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Page 116 mentions bathrooms. Can you please clarify what the scope of work is in regards to the bathrooms?

What will be the start date of the contract?

What will be the length of the contract?

Group Name	Answer	Release Date	Set	Status
	Mariposa This is not part of the Solicitation. This information can be requested throug the California Publ These will be provided as requested to the Contractors who attended the Mandatory Pre-Bid m Appendix I lists addresses for the majority of the locations, and there is a Mandatory Pre-Bid Jo Schedule provided.			
	Bids shall be input on the EXCEL sheet. This will be clarified. Anticipate September 21, 2026. Initial will be 3 years, plus option for two 1 year renewals.			

›b Walk on June 22, where all sites will be visited.

Submission

Bidder Details

Vendor Name	Mariposa Landscapes Inc
Address	6232 Santos Diaz St. Irwindale, California 91702 United States
Respondee	Joceylin Figueroa
Respondee Title	Estimator
Phone	626-960-0196
Email	estimating@mariposa-ca.com
Vendor Type	MBE, CADIR, SAM
License #	592268

Submission Detail

Submission Format	Electronic
Submitted	07/15/2026 12:32 PM (PDT)
Delivery Method	
Responsive	
Submission Status	Submitted
Confirmation#	495679

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Bid - Sierra Madre Landscape Maintenance Services.pdf	Bid - Sierra Madre Landscape Maintenance Services.pdf	Bid Package
Mariposa - W-9 06292026.pdf	Mariposa - W-9 06292026.pdf	W-9
Insurance - Sierra Madre Landscape Maint. Services.pdf	Insurance - Sierra Madre Landscape Maint. Services.pdf	Insurance

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Base Bid - General Bid Items							$17,597.04		
1			City Hall	LS MONTHLY	1	$615.90	$615.90	Yes	
2			Public Safety Building	LS MONTHLY	1	$598.30	$598.30	Yes	
3			City Library	LS MONTHLY	1	$527.91	$527.91	Yes	
4			Public Works Grounds - Grandview	LS MONTHLY	1	$316.75	$316.75	Yes	
5			Lizzie's Trail Inn & Richardson House	LS MONTHLY	1	$263.96	$263.96	Yes	
6			Memorial Park	LS MONTHLY	1	$2,111.64	$2,111.64	Yes	
7			Sierra Vista Park	LS MONTHLY	1	$5,279.10	$5,279.10	Yes	
8			Mt. Wilson Trail Park	LS MONTHLY	1	$1,231.79	$1,231.79	Yes	
9			Kersting Court	LS MONTHLY	1	$651.09	$651.09	Yes	
10			Goldberg Park	LS MONTHLY	1	$791.87	$791.87	Yes	
11			Bailey Canyon	LS MONTHLY	1	$615.90	$615.90	Yes	
12			Mary's Market Parking Lot	LS MONTHLY	1	$439.93	$439.93	Yes	
13			Fain Street	LS MONTHLY	1	$351.94	$351.94	Yes	
14			Sierra Madre Elementary School Field	LS MONTHLY	1	$879.85	$879.85	Yes	
15			North Santa Anita Ave. Center Medians	LS MONTHLY	1	$527.91	$527.91	Yes	
16			West Sierra Madre Blvd. and Michillinda Center Median	LS MONTHLY	1	$263.96	$263.96	Yes	
17			Mariposa Parking Lot	LS MONTHLY	1	$404.73	$404.73	Yes	
18			Auburn Parking Lot	LS MONTHLY	1	$369.54	$369.54	Yes	
19			Montecito Parking Lot	LS MONTHLY	1	$351.94	$351.94	Yes	
20			South Baldwin Parking Lot	LS MONTHLY	1	$387.13	$387.13	Yes	
21			Mira Monte West Reservoir	LS MONTHLY	1	$263.96	$263.96	Yes	
22			Grove Reservoir - Public Area	LS MONTHLY	1	$351.94	$351.94	Yes	
Labor							$675.00		
23			Foreman/Crew Leader	HOUR	1	$60.00	$60.00	Yes	
24			Holidays & Weekends	HOUR	1	$90.00	$90.00	Yes	
25			Worker/Labor	HOUR	1	$55.00	$55.00	Yes	
26			Holidays & Weekends	HOUR	1	$82.50	$82.50	Yes	
27			Irrigation Specialist	HOUR	1	$75.00	$75.00	Yes	
28			Holidays & Weekends	HOUR	1	$112.50	$112.50	Yes	
29			Additional Employee Classification	HOUR	1	$80.00	$80.00	Yes	
30			Holidays & Weekends	HOUR	1	$120.00	$120.00	Yes	
Labor Planting per Container							$768.00		
31			Flat	EA	1	$45.00	$45.00	Yes	
32			1-Gallon	EA	1	$17.00	$17.00	Yes	
33			5-Gallon	EA	1	$40.00	$40.00	Yes	
34			15-Gallon	EA	1	$116.00	$116.00	Yes	
35			24" Box	EA	1	$550.00	$550.00	Yes	
Equipment							$39.50		
36			Pickup Truck	HOUR	1	$17.50	$17.50	Yes	
37			Flatbed Truck	HOUR	1	$22.00	$22.00	Yes	
Imported Items							$0.00		
38			Addidtional Equipment Classifications (List)	HOUR	1	$0.00	$0.00	Yes	Per requested proposal

Line Item Subtotals

Section Title	Line Total
Base Bid - General Bid Items	$17,597.04
Labor	$675.00
Labor Planting per Container	$768.00
Equipment	$39.50
Imported Items	$0.00
Grand Total	$19,079.54

MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages

(City of Sierra Madre/ Mariposa Landscapes Inc)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the City of Sierra Madre, a California municipal corporation ("City"), and Mariposa Landscapes Inc. a ("Contractor").

2. RECITALS

2.1. City has determined that it requires the following maintenance services from a contractor described as: Regular routine Landscape Maintenance Services at various City Facilities, Buildings and other landscaped areas.

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

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

3. DEFINITIONS

3.1. "**Scope of Services**": Such maintenance services as are set forth in Contractor's proposal dated to City attached hereto as **Exhibit A** and incorporated herein by this reference.

3.2. "**Agreement Administrator**": The name and title of the Agreement Administrator for this project is . 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 Contractor

3.3. "**Maximum Amount**": The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is Dollars $686,863.44 for an initial three year term.

3.4. "**Commencement Date**": September 1, 2026.

3.5. "**Termination Date**": .

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 of June 30, 2029 unless extended by written agreement of the parties or terminated earlier under Section 15 ("Termination") below.

5. CONTRACTOR'S DUTIES

5.1. **Services**. Contractor 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, Contractor shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor'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.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep 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. **Campaign Contributions.** This Agreement is subject to Government Code Section 84308, as amended by SB 1439. Consultant shall disclose any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to the City prior to, or concurrent with, the Consultant's execution of this Agreement.

5.7. **Appropriate Personnel.** Contractor 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 Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. shall be Contractor's project manager/administrator and shall have direct responsibility for management of

Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

5.8. **Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.

5.9. **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 Contractor agrees to use a skilled and trained workforce.

5.10. **Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.

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

5.12. **Records.** 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 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 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 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.

6. SUBCONTRACTING AND ASSIGNMENT

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

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

6.3. **Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by

Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

6.4. **Compensation for Subcontractors.** Contractor 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 Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. **Invoices.** Contractor 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. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.

7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor 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 Contractor.

8. LABOR CODE

8.1. **Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

8.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this 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.

8.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars ($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 this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, 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 shall be paid to each worker by Contractor.

8.4. **Apprentices.** Contractor shall comply with the provisions of Labor Code section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.

8.5. **Payroll Records.** Pursuant to Labor Code section 1776, Contractor and any subcontractor(s) 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 Contractor 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 section 1811 and Labor Code section 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.

Pursuant to Labor Code section 1776, such records must be maintained for at least three years after completion of work.

8.6. **8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code section 1810 and Labor Code section 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to 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 City $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(s) 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.

8.7. **Registration with DIR.** Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code section 1771 and Labor Code section 1725.5 requiring registration with the Department of Industrial Relations (DIR). Contractors shall be registered through the Department of Industrial Relation's (DIR) Public Works Program for state and local public works contracts, for maintenance work valued at more than $15,000.

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

10.1. **General.** Contractor is, and shall at all times remain as to City, a wholly independent contractor.

10.2. **No Agent Authority.** Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

10.3. **Independent Contractor Status.** Under no circumstances shall Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor shall be responsible for all reports and obligations 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.

10.4. **Indemnification of CalPERS Determination.** In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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.

11. INDEMNIFICATION

11.1. **Definitions.** For purposes of this Section 11, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

11.2. **Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor 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 arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.

11.3. **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. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

11.4. **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. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5. **Defense Deposit.** The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.

11.6. **Waiver of Statutory Immunity.** The obligations of Contractor under this Section are not 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 City.

11.7. **Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.

11.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor'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.

12. INSURANCE

12.1. **Insurance Required.** Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, and other agents to do

the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. **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 Contractor's obligation to provide them. Contractor shall file with City:

- 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 (project name):

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- 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.

13. 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

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

13.1. **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.

13.2. **Worker's Compensation Insurance.** Contractor 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 Contractor 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 Compensation Fund, such agency shall be a company authorized to do business in the State of California.

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

13.4. **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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

13.5. **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, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

13.6. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor 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 Contractor under this Agreement. Failure of the Contractor 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.

13.7. **Insurance Notices.** Contractor 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. Contractor shall provide no less than 30 days' notice of any cancellation or material

change to policies required by this Agreement. Contractor 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: , 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024.

13.8. **Contractor's Insurance Primary.** The insurance provided by Contractor, 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 Contractor's insurance and shall not contribute with it.

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

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

13.11. **Premium Payments and Deductibles.** Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor 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. Contractor shall be responsible for all premiums and deductibles in all of Contractor's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

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

14. MUTUAL COOPERATION

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

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

15. 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, electronic mail or overnight courier service during Contractor'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:

City of Sierra Madre
Attn: Brian A Dickinson
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Email:bdickinson@sierramadreca.gov

If to Consultant:
Name: Terry Noriega, President
Address: 6232 Santos Diaz St.
Irwindale, CA 91702
Email: terry@mariposa-ca.com

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

16. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 12.12 (Waiver of Subrogation), paragraph 13.2 (Contractor 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.

17. TERMINATION

17.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Contractor. Contractor 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.

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

17.3. **Compensation Following Termination.** Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor 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.

17.4. **Remedies.** City retains any and all available legal and equitable remedies for

Contractor's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

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

18.2. **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 express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor 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 Contractor.

18.3. **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.

18.4. **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).

18.5. **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.

18.6. **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.

19. GENERAL PROVISIONS

19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Contractor for performance of this Agreement are deemed confidential and Contractor 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.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor 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 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.** Contractor 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 Contractor.

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.** Contractor 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. Contractor 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 Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor 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.** Contractor shall not be liable for any failure to

perform if Contractor 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 Contractor.

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.

19.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

19.12. **Venue.** The venue for any litigation shall be the Superior Court Los Angeles County, California and Contractor hereby consents to sole jurisdiction in that court 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.

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	

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:

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

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 contract 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 City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date:

_____
Signature

Printed Name

Title

CITY OF
SIERRA
MADRE

STAFF REPORT

PLANNING & COMMUNITY PRESERVATION

DATE:	August 25, 2026
TO:	Honorable Mayor and City Council
FROM:	Clare Lin, Director of Planning & Community Preservation By: Krysta Elias, Permit Technician
SUBJECT:	**Second Reading of Ordinance No. 1497 Amending Ch. 8.13 (Construction and Demolition Waste Disposal) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code**

RECOMMENDATION

It is recommended that the City Council conduct a Second Reading of Ordinance No. 1497 Amending Ch. 8.13 (Construction and Demolition Waste Disposal) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code

SUMMARY

The City Council held a public hearing and unanimously approved the first reading of Ordinance No. 1497 at its regular meeting on July 14, 2026. The second reading of Ordinance No. 1497 is hereby presented before the City Council for consideration and adoption. For additional information regarding Ordinance No. 1497, see Attachment B.

DISCUSSION & ANALYSIS

The second reading of Ordinance No. 1497 includes revisions to the penalty enforcement procedure discussed during the continued public hearing and first reading on July 14, 2026. The City Council initially proposed these changes at its June 23, 2026 meeting.

STRATEGIC PLAN RELATIONSHIP

While this code amendment does not specifically correlate with the Strategic Plan, direction provided by the City Council may affect the following Strategic Plan items:

Organizational Sustainability, Goal 3: “Invest in Innovation and Technology.”

Strategy OS 3.1: “Improve Electronic Interface/Payment Methods/Security.”

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 as a result of the recommended action. Funding for the online permitting system is included in the FY 2026/27 Adopted Budget.

Approved by:

Mike

Michael Bruckner
City Manager

Attachments

Attachment B. First Reading Agenda Report

Attachment A. Ordinance 1497

CITY OF
SIERRA
MADRE

STAFF REPORT

PLANNING & COMMUNITY PRESERVATION

DATE: July 14, 2026

TO: Honorable Mayor and City Council

FROM: Clare Lin, Director of Planning & Community Preservation
By: Krysta Elias, Permit Technician

SUBJECT: **Continued Public Hearing and First Reading of Ordinance No. 1497 Amending Ch. 8.13 (Construction and Demolition Waste Disposal) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code**

RECOMMENDATION

It is recommended that the City Council conduct the first reading of Ordinance No. 1497 amending Ch. 8.13 (Construction and Demolition Waste Disposal) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code.

SUMMARY

The City of Sierra Madre has prepared Municipal Code Text Amendment No. 26-04 to Chapter 8.13 (Construction and Demolition Waste Disposal) to align the City's construction and demolition (C&D) waste management requirements with current state standards and administrative practice. The ordinance updates administrative oversight and enforcement responsibilities, increases the minimum diversion rate from fifty percent to sixty-five percent consistent with state mandated CALGreen requirements, and formalizes the use of an online system to track C&D waste management plans, diversion data, and compliance for construction and demolition projects.

DISCUSSION & ANALYSIS

As a continuation of these amendments introduced at the first City Council reading on June 23, 2026, Municipal Code Text Amendment No. 26-04 to Chapter 8.13 (Construction and Demolition Waste Disposal) further refines the City's construction and demolition (C&D) waste management requirements to align with current state standards and existing administrative practice. The ordinance formalizes the use of performance security deposits for covered projects and establishes related civil penalty provisions to strengthen enforcement and support compliance with state-mandated diversion requirements.

Under the proposed ordinance, civil penalties are established consistent with Sierra Madre Municipal Code 1.12.010(B). The waste management plan (WMP) compliance official is authorized to impose civil fines, penalties, and forfeitures on any permittee, applicant, or other responsible person who violates any provision of Chapter 8.13 or fails to comply with applicable law. Consistent with California Government Code Section 36901, such penalties shall not exceed one thousand dollars per violation, per day.

In the event where a C&D applicant fails to comply with Section 8.13.070, the WMP compliance official may impose civil penalties that may be deducted from, or result in the forfeiture of, the required security deposit, consistent with new Section 8.13.080 (Civil Penalties). For enforcement purposes, each day that a violation continues, including each day on which required documentation is not submitted, may be treated as a separate violation subject to separate penalties, up to the maximum amount authorized by law.

These provisions are intended to provide clear, predictable consequences for noncompliance, improve collection of penalties, and ensure that adequate financial assurances are in place to support effective implementation of the City's C&D waste diversion program.

STRATEGIC PLAN RELATIONSHIP

While this code amendment does not specifically correlate with the Strategic Plan, direction provided by the City Council may affect the following Strategic Plan items:

Organizational Sustainability, Goal 3: "Invest in Innovation and Technology."

Strategy OS 3.1: "Improve Electronic Interface/Payment Methods/Security."

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 as a result of the recommended action. Funding for the online permitting system is included in the FY 2026/27 Adopted Budget.

Approved by:

Mike

_____

Michael Bruckner
City Manager

Attachments

Ordinance 1497_Draft.pdf
Clean_Chapter_8.13___C&D WASTE DISPOSAL.pdf
Red Lines_Chapter_8.13___C&D WASTE DISPOSAL.pdf

ORDINANCE NO. 1497

AN ORDINANCE OF THE CITY OF SIERRA MADRE, CALIFORNIA, AMENDING CHAPTER 8.13 (CONSTRUCTION AND DEMOLITION WASTE DISPOSAL) OF TITLE 8 (HEALTH AND SAFETY) OF THE SIERRA MADRE MUNICIPAL CODE

RECITALS

WHEREAS, Chapter 8.13 of the Sierra Madre Municipal Code currently designates the Director of Public Works as the official responsible for regulating construction and demolition waste disposal within the City; and

WHEREAS, it is necessary to amend Chapter 8.13 to replace references to the "Director of Public Works" with the "Director of Planning and Community Preservation" in order to accurately reflect current administrative practice and clarify departmental responsibility; and

WHEREAS, Chapter 8.13 is further proposed to increase the minimum required diversion rate from fifty percent to sixty-five percent, consistent with the California Green Building Standards Code (CALGreen), to support regional and state solid waste diversion goals; and

WHEREAS, the City has revised its fee schedule to include fees for waste management plan review, inspections, and performance-based security deposits in lieu of performance bonds, in order to streamline compliance, reduce staff time, and ensure cost recovery; and

WHEREAS, the City will implement an online tracking system to facilitate electronic reporting and verification of construction and demolition waste diversion, improve data accuracy, and enhance monitoring of diversion performance in accordance with City requirements.

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. Amendment and Addition. Chapter 8.13 (Construction and Demolition Waste Disposal) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code is amended to read as shown in Exhibit 1 and attached herein, with additions denoted by underlined text and deletions denoted by struck-through text.

SECTION 3. CEQA. The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during the public hearing on the matter held by the City Council, and hereby determines that the text amendments to Chapter

8.13 (Construction and Demolition Waste Disposal) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code will not have a significant effect on the environment and is therefore exempt from CEQA review, pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

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 25th day of August, 2026.

_____
Kristine Lowe, Mayor

I HEREBY CERTIFY that the foregoing Ordinance was introduced by first reading on the 14th day of July 2026, and duly adopted at a regular meeting held on the 25th day of August 2026, by the City Council of the City of Sierra Madre, California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Laura Aguilar, City Clerk

Approved as to form:

_____
Aleks Giragosian, City Attorney

Chapter 8.13 CONSTRUCTION AND DEMOLITION WASTE DISPOSAL

Sections:

8.13.010 Findings.

A. Under California law as embodied in the California Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq.), the city of Sierra Madre is required to prepare, adopt, and implement source reduction and recycling plans to reach landfill diversion goals, and is required to make substantial reductions in the volume of waste materials going to landfills or face fines of up to ten thousand dollars per day.

B. In order to meet these goals, it is necessary that the city promote the reduction of solid waste, and reduce the stream of solid waste going to landfills.

C. Waste from construction, demolition, and renovation of buildings represents a significant portion of the volume of waste currently generated in the city of Sierra Madre, and much of this waste is particularly suitable for recycling and reuse.

D. The city's commitment to the reduction of waste requires the establishment of programs for recycling and salvaging of construction and demolition waste.

E. The adoption of Chapter 8.13 will further the public health, safety and general welfare relative to solid waste disposal.

F. The adoption of Chapter 8.13 is consistent with the general plan's goals, objectives and policies.

(Ord. 1213 § 2 (Exh. 2 (part)), 2004)

8.13.020 Definitions.

For the purposes of this chapter, words and phrases should be construed as follows, unless it is apparent from its context that a different meaning is intended:

"Applicant" or "C&D applicant" means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the city for the applicable permits to undertake any construction, demolition, or renovation project within the city.

~~"C&D recycling center" means a facility that receives only C&D material that has been separated for reuse prior to receipt, in which the residual or disposed amount of waste in the material is less than ten percent of the average weight of material separated for reuse received by the facility over a one-month period.~~

"City-sponsored project" means a project constructed by the city or a project receiving fifty percent or more of its financing from the city.

"Construction" means the building of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.

"Construction and demolition material" or "C&D material" means building materials and solid waste resulting from construction, remodeling, repair, cleanup or demolition operations that are not hazardous as defined in California Code of Regulations, Title 22, Section 66261.3, et seq. This term includes, but is not limited to, asphalt,

concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe and steel. The material may be commingled with rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.

"Conversion rate" means the rate set forth in the standardized conversion rate table established pursuant to applicable CalGreen requirements for use in estimating the volume or weight of materials identified in the waste management plan.~~means the rate set forth in the standardized conversion rate table approved by the city pursuant to this chapter for use in estimating the volume or weight of materials identified in the waste management plan.~~

"Compliance Report" means the documentation submitted by an applicant demonstrating compliance with the construction and demolition waste diversion requirements of Sections 4.408.1 and 5.408.1 of Title 24, Part 11 of the California Code of Regulations (CALGreen), including records sufficient to verify that at least sixty-five percent of nonhazardous construction and demolition waste was recycled and/or salvaged for reuse.

"Covered project" shall have the meaning set forth in Section 8.13.030.

"Deconstruction" means the careful dismantling of buildings and structures in order to salvage as much material as possible.

"Demolition" means the decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

"Disposal" means the final deposition of construction and demolition of inert materials at a landfill.

"Diversion requirement" means the diversion of at least ~~fifty percent~~ sixty-five percent of the total nonhazardous construction and demolition material generated by a project via reuse, recycling, or deposition at an inert backfill site or inert disposal facility, consistent with the requirements of Sections 4.408.1 and 5.408.1 of Title 24, Part 11 of the California Code of Regulations (CALGreen), unless the applicant has been granted an exemption pursuant to Section 8.13.08~~7~~0.~~, in which case the diversion requirement shall be the maximum feasible diversion rate established by the waste management plan compliance official in relation to the project.~~

"Divert" means to use material for any purpose other than disposal in a landfill or transformation facility.

"Franchisee" means a company that possesses a valid ~~permit~~contract or agreement from the city of Sierra Madre to collect and transport solid waste from individuals or businesses for the purpose of recycling or disposal under the city of Sierra Madre's name.

"Inert backfill site" means any location other than an inert landfill or other disposal facility to which inert materials are taken for the purpose of filling an excavation, shoring, or other soils engineering operation.

"Inert disposal facility/inert waste landfill" means a disposal facility that accepts only inert waste such as soil and rock, fully cured asphalt paving, uncontaminated concrete (including fiberglass or steel reinforcing rods embedded in concrete), brick, glass, and ceramics, for land disposal.

"Inert solids/inert waste" means nonliquid solid resources including, but not limited to, soil and concrete, that do not contain hazardous waste or soluble pollutants at concentrations in excess of water quality objectives established by a regional water board pursuant to Division 7, Section 13000, et seq. of the California Water Code and does not contain significant quantities of decomposable solid resources.

"Mixed material recycling facility" means a processing facility that accepts loads of mixed construction and demolition debris for the purpose of recovering reusable and recyclable materials and disposing the nonrecyclable residual materials.

"Performance security" means a refundable deposit provided to the City in accordance with Section 8.13.050 to ensure compliance with project requirements and returned upon verification that all applicable conditions, including documentation and diversion standards, have been satisfied.

~~"Performance security" means any performance bond, surety bond, money order, letter of credit, certificate of deposit, or restricted bank account, provided to the city pursuant to Section 8.13.040(D).~~

"Project valuation" means the total value of the structure proposed to replace an existing structure in a demolition project, as indicated on the building permit application or applications submitted to the city to obtain permits for the new construction.

"Recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating, or thermally destroying solid waste.

"Renovation" means any change, addition or modification in an existing structure.

"Reuse" means the use, in the same or similar form as it was produced, or a material which might otherwise be discarded.

"Salvage" means the controlled removal of construction and demolition material from a permitted building or construction site for the purposes of recycling, reuse, or storage for later recycling or reuse.

"Separated for reuse" means materials, including commingled recyclables, that have been separated or kept separate from the solid waste stream for the purpose of additional sorting or processing those materials for reuse or recycling in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the secondary makings markets as determined by the city.

"Waste management plan" or "WMP" means a completed waste management plan ~~form~~, approved by the city for the purpose of compliance with this chapter, submitted by the applicant for any covered or noncovered project.

"Waste management plan compliance official" means the director of planning ~~public works~~ or his/her designee.

(Ord. 1213 § 2 (Exh. 2 (part)), 2004)

8.13.030 Projects subject to waste management plan requirement.

A. Mandatory Compliance. All projects within the city, ~~as further described in this section, and~~ including city-sponsored projects, that alter, reconstruct, or eliminate fifty percent or more of a building's floor area or monetary value, or that the city reasonably determines have a valuation of fifty-thousand dollars ~~which the city reasonably determines will costhas a valuation~~ or more ~~per~~ pursuant to Section 105.3 of the California Building Code or Section R105.3 of the California Residential Code,~~,~~ of fifty thousand dollars or more ~~to construct~~ shall ~~be subject to~~ comply with the WMP requirements of Section 8.13.040. Failure to comply with any of the terms of this chapter shall be punishable as a misdemeanor pursuant to Chapter 1.12 of this code.

B. Voluntary Compliance. Applicants for permits for construction, demolition, and renovation projects which the city reasonably determines will cost less than fifty thousand dollars to construct shall be encouraged to divert at least ~~fifty percent~~ sixty-five percent of all project-related construction and demolition debris. Such applicants shall be required to make a good faith effort toward diversion.

C. Compliance as a Condition of Approval. Compliance with the provisions of this chapter shall be a condition of approval on any building or demolition permit issued by the city and the building official shall provide the applicant written notice of that fact.

D. Projects Exempt from Waste Management Plan Requirement. A waste management plan and deposit shall not be required for the following projects:

1. Emergency demolition required to protect public health and safety;

2. Work for which a building or demolition permit is not required;

3. Work for which only a plumbing, only an electrical, or only a mechanical permit is required;

4. Projects where no structural building modifications are required;

5. Roofing projects that do not include tear-off of existing roof;

6. Seismic tie-down projects;

7. Projects where a franchised hauler has been selected for C&D waste disposal per city requirements.

~~1. Work for which a building or demolition permit is not required;~~

~~2. Roofing projects that do not include tear-off of existing roof;~~

~~3. Work for which only a plumbing, only an electrical, or only a mechanical permit is required;~~

~~4. Seismic tie-down projects;~~

~~5. Projects where no structural building modifications are required;~~

~~6. Emergency demolition required to protect the public health and safety.~~

(Ord. 1213 § 2 (Exh. 2 (part)), 2004)

8.13.040 Submission of waste management plan.

A. ~~WMP Forms.~~ Applicants for building or demolition permits subject to mandatory compliance pursuant to Section 8.13.040(A) ~~valued at more than fifty thousand dollars~~ shall ~~complete and~~ submit a waste management plan ("WMP"), unless the application certifies that the applicant has either ~~complete and submit a waste management plan ("WMP") on a form approved by the waste management plan compliance official. Applicants who~~ employed the services of a contractor holding a valid permit in accordance with the contractor's exclusion in Chapter 8.12 or selected a franchise hauler, in which the applicant shall be exempt from the ~~filing of a WMP~~ submitting a WMP. A completed WMP shall ~~indicate~~ include all of the following:

1. The estimated volume or weight of C&D material or debris, by material type, to be generated;

2. The maximum volume or weight of such materials that can be feasibly be diverted via reuse or recycling;

3. The vendor or facility that the C&D applicant proposes to use to collect or receive that material;

4. The estimated volume or weight of C&D materials that will be sent to a disposal site; and

5. The estimated volume or weight of inert materials to be sent to an inert disposal facility.

B. Calculating Volume and Weight of Debris. In estimating the volume or weight of materials identified in the WMP, the C&D applicant shall use conversion rates approved by the city for this purpose or as provided in 8.13.070(B).

C. For city-sponsored projects, the general contractor shall ~~prepare the waste management plan and submit it to the WMP compliance official~~ submit a WMP prior to issuance of the notice to proceed.~~D.Upon approval of the waste management plan and prior to as required for finalization of demolition or construction permits under Section 8.13.050(A), the C&D applicant or permittee shall as WMP deposit the following performance security with the city of Sierra Madre Finance Department. The deposit may be in the form of a performance bond, surety bond, money order, letter of credit, certificate of deposit or restricted bank account.~~

~~Project Cost~~	~~Performance Security Amount (% of Project Cost)~~
~~$50,000 to $99,999~~	~~3.0%~~

~~$100,000 to $249,000~~	~~2.5%~~
~~$250,000 to $499,999~~	~~2.0%~~
~~$500,000 to $999,999~~	~~1.5%~~
~~$1,000,000+~~	~~1.0%~~

~~E. Upon completion of the project and determination by the WMP compliance official of the project's compliance, partial compliance or noncompliance with the waste management plan under Section 8.13.060(C), the WMP compliance official shall determine the amount of the refund of the performance security. The amount of the refund shall be determined based on the following formula. In no case shall the amount of the refund exceed the amount of the deposit.~~

~~Refund = Final Diversion Rate from Waste Management Plan Form Report × Performance~~

~~Proposed Diversion Rate from Waste Management Plan = Security~~

D~~F~~. No provision of this chapter shall prevent a licensed contractor having a permit for the demolition or reconstruction of a building, structure, pavement, of concrete installation from marketing any saleable items or construction and demolition waste salvaged from such demolition or reconstruction. No provision of this chapter shall prevent a licensed contractor from causing such waste or salvageable items or construction and demolition waste to be removed from the premises on which such waste or salvageable items are generated, pursuant to the provisions of the demolition or construction contract, provided that such collection, removal, and disposal activity shall only be by the licensed contractor having the contract for the demolition or construction work that generated such salvageable items or construction or demolition waste, or by regularly employed personnel carried on the licensed contractor's payroll records as an employee, utilizing bins or transportation equipment owned by the licensed contractor.

(Ord. 1213 § 2 (Exh. 2 (part)), 2004)

8.13.050 Waste management plan fee and performance security.

A. Fees and deposits. Applicants for a covered project shall pay a C&D waste management plan review fee for administrative processing and provide a refundable deposit to ensure compliance with diversion requirements.

B. Fee and deposit amounts. The review fee shall be established by resolution of the city council. The required deposit shall be calculated as the lesser of three percent of the project valuation or ten thousand dollars.

C. Maximum deposit for multiple demolitions. Notwithstanding subsection B, where a project involves the demolition of multiple structures or facilities on a single property, the total required deposit for all demolition activities shall not exceed ten thousand dollars, regardless of project valuation or the number of structures.

D. Deposit refund. If the compliance official determines that a project complies with the applicable waste management plan requirements in accordance with Section 8.13.070, the security deposit shall be refunded. If the compliance official determines that the project is noncompliant, the security deposit may be reduced or forfeited consistent with Section 8.13.080.

8.13.06~~5~~0 ~~Approval/Nonapproval~~ Review of waste management plan~~s~~.

A. Approval. No building or demolition permit shall be issued for any project valued at more than fifty thousand dollars unless the applicant has identified the franchisee as his/her hauler or until the WMP compliance official has approved the WMP or an exemption from the WMP requirement. Approval shall not be required,

however, where demolition is urgently required to protect public health or safety. The WMP compliance official shall only approve a WMP if he/she determines that the following conditions have been met:

1. The WMP provides all of the information required by Section 8.13.040(A) of this chapter;

2. The WMP indicates that at least sixty-five percent ~~fifty percent~~ of all C&D debris generated by the project will be diverted from disposal sites; and

3. The facility to be employed by C&D applicant to collect or receive the material has obtained a permit from the California Integrated Waste Management Board for the collection of construction and demolition debris pursuant to applicable state statutes.~~and a bond has been submitted pursuant to Section 8.13.040(D).~~

In approving a WMP pursuant to this section, the waste management plan compliance official may impose reasonable conditions.

B. Nonapproval. If the WMP compliance official determines that the WMP is incomplete or fails to indicate that at least sixty-five percent ~~fifty percent~~ of all estimated C&D material or debris generated by the project will be reused or recycled, he/she shall either:

1. Deny the permit and provide the C&D applicant a statement of reasons; or

2. Return the WMP to the C&D applicant requesting additional information

(Ord. 1213 § 2 (Exh. 2 (part)), 2004)

8.13.07~~6~~0 Compliance with waste management plan.

A. Documentation. Within thirty days after the completion of any project, the C&D applicant shall submit the WMP compliance report along with ~~to the WMP compliance official~~ documentation to demonstrate that it has met the diversion requirement for the project. This documentation shall include all of the following:

1. Receipts from the vendor or facility which collected or received each material, showing the actual weight or volume of that material;

2. A copy of the WMP for the project which contains the actual volumes or weights of each material diverted and not diverted from disposal sites;

3. Any additional information the C&D applicant believes is relevant to determining its efforts to comply in good faith with this chapter.

B. Weighing of Wastes. C&D applicants shall make reasonable efforts to ensure that all C&D debris diverted or not diverted from disposal sites is measured and recorded using the most accurate method of measurement available. To the extent practical, all C&D material or debris shall be weighed on scales which comply with all regulatory requirements for accuracy and maintenance. For C&D material or debris for which weighing is not practical due to small size or other considerations, the C&D applicant shall measure the volume of the waste and express that volume in terms of weight using the conversion rates approved by the city for this purpose.

C. Determination of Compliance. The WMP compliance official shall review the information submitted under subsection A of this section and determine whether the C&D applicant has complied with the diversion requirement, as follows:

1. Full Compliance. If the WMP compliance official determines that the C&D applicant has fully complied with the diversion requirement, he/she shall release any inspection holds and approve the finalization of demolition and construction permits for the project. ~~release the performance security with respect to the project.~~

2. Good Faith Effort to Comply. If the WMP compliance official determines that the diversion requirement has not been achieved for a project, he/she shall determine whether the C&D applicant has made a good faith effort to comply with this chapter. In making this determination, the WMP compliance official shall consider the availability of markets for the C&D material or debris not diverted from disposal sites, the size of the project, and the documented efforts of the C&D applicant to divert C&D material or debris. If the WMP compliance official determines that the C&D applicant has made a good faith effort to comply with this chapter, he/she shall release any inspection holds and approve the finalization of ~~release the performance security~~ demolition and construction permits ~~with respect to the~~ for the project.

3. Noncompliance. If the ~~waste management plan~~ WMP compliance official determines that the C&D applicant has not made a good faith effort to comply with this chapter, or if the C&D applicant fails to submit the documentation required by subsection A of this section within the required time period, the applicant shall be subject to an civil penalty pursuant to Section 8.13.080. ~~then the C&D applicant shall be assessed a penalty in an amount equal to that portion of the performance security that would not have been refunded for failure to achieve a fifty percent diversion rate for the project, as described in Section 8.13.030(E).~~ The waste management plan compliance official may collect such penalty from the C&D applicant or permittee and may also deny or withhold any related inspections for the project. ~~or may deduct it from the bond posted by the C&D applicant or permittee.~~

D. Withholding Construction Permits for Noncompliance. The building official shall not issue a certificate of occupancy or a final inspection approval pursuant to the building code of the city for any project for which a C&D applicant is not in compliance with this chapter, unless the ~~that~~ noncompliance has been resolved ~~by~~ through ~~payment~~ collection of the applicable civil penalty. ~~provided in this chapter.~~

(Ord. 1213 § 2 (Exh. 2 (part)), 2004)

8.13.080 Civil penalties.

A. Penalties. Pursuant to Chapter 1.12.010(B) of the Sierra Madre Municipal Code, the WMP compliance official is authorized to impose civil fines and penalties upon any permittee, applicant, or other responsible person who violates any provision of this chapter or fails to comply with any applicable law.

B. Penalty amounts. Consistent with California Government Code Section 36901, civil fines, penalties, and forfeitures shall not exceed one thousand dollars per violation, per day.

C. Deposit forfeiture. In the event where a C&D applicant fails to comply with Section 8.13.070, the WMP compliance official is authorized to assess a civil penalty. Any such penalty may be deducted from the required security deposit or may result in the partial or complete forfeiture of the security deposit. For each day that a violation continues, including each day on which required documentation is not submitted, may be treated as a separate violation subject to separate penalties, up to the maximum amount authorized by law.

8.13.09~~7~~0 Infeasibility exemption.

A. Application. If a C&D applicant experiences unique circumstances that he/she believes make it infeasible to comply with the diversion requirement, the C&D applicant may apply for an exemption at the time that he/she submits the WMP required under Section 8.13.030. The C&D applicant shall indicate the maximum diversion rate he/she believes is feasible for each material and the specific circumstances that he/she believes make it infeasible to comply with the diversion requirement.

B. Meeting with Waste Management Plan Compliance Official. The waste management plan compliance official shall review the information supplied by the C&D applicant and may meet with the C&D applicant to discuss

ways to meet the diversion requirement. Based on the information supplied by the C&D applicant, the waste management plan compliance official shall determine whether it is possible for the C&D applicant to meet the diversion requirement.

C. Granting of Exemption. If the waste management plan compliance official determines that it is infeasible for the C&D applicant to meet the diversion requirement due to unique circumstances, he/she shall determine the maximum feasible diversion rate for each material and shall indicate this rate on the WMP. All of the following findings must be made prior to the approval of an exception:

1. There are exceptional or extraordinary circumstances or conditions applicable to the project that do not apply generally to similar projects; and

2. Granting the exception will not constitute a grant of special privilege inconsistent with limitations imposed on like projects.

(Ord. 1213 § 2 (Exh. 2 (part)), 2004)

8.13.108~~8~~0 Appeal.

An applicant may appeal a decision of the waste management plan compliance official to deny, approve, or conditionally approve a waste management plan, to determine compliance or noncompliance with a waste management plan, or to determine eligibility for an infeasibility exemption by filing a notice of appeal with the office of the city manager no later than six calendar days following the issuance of the waste management plan compliance official's decision. The notice of appeal shall be in a form prescribed by the waste management plan compliance official, shall contain a statement of the reasons why the appellant believes the waste management plan compliance official's decision does not comply with this chapter, and shall set forth the relief requested. The appeal shall be heard and decided by the city manager within thirty calendar days following the filing of the notice of appeal, unless continued by the city manager for good cause. The city manager shall notify the appellant in writing of his/her decision within three business days of that decision.

(Ord. 1213 § 2 (Exh. 2 (part)), 2004)

~~8.13.090 Severance.~~

~~A. If any provision, section, paragraph, sentence or word of this chapter, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this chapter, and the application of such to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect.~~

~~B. Environmental Review. This code amendment is categorically exempt pursuant to Section 15308 (Class 8) of the California Environmental Quality Act. A notice of exemption has been prepared and certified, and is adopted.~~

~~(Ord. 1213 § 2 (Exh. 2 (part)), 2004)~~

CITY OF
SIERRA
MADRE

STAFF REPORT

PLANNING & COMMUNITY PRESERVATION

DATE:	August 25, 2026
TO:	Honorable Mayor and City Council
FROM:	Clare Lin, Director of Planning & Community Preservation By: Clare Lin, Director of Planning & Community Preservation
SUBJECT:	**Report, Discussion and Direction Regarding the Sierra Madre Multimodal Transportation and Circulation Plan Update**

RECOMMENDATION

It is recommended that the City Council receive and file this report, discuss the status of the Sierra Madre Multimodal Transportation and Circulation Plan Update, and provide direction to staff to prepare and submit a new application during the next Caltrans Sustainable Transportation Planning Grant funding cycle anticipated to open in August 2026.

SUMMARY

On November 21, 2025, the City submitted an application for the Caltrans FY 2026–27 Sustainable Transportation Planning Grant for the Sierra Madre Multimodal Transportation and Circulation Plan Update, a collaborative effort involving the Planning Department, Public Works Department, and California Consulting. The proposed project was intended to update the City's transportation planning framework through a comprehensive multimodal approach focused on circulation, safety, pedestrian and bicycle connectivity, ADA accessibility, and mobility for users of all ages and abilities.

The City has since been notified that the application was not selected for funding in this cycle. Caltrans encouraged the City to meet with District 7 staff to obtain feedback on the application and identify ways to improve competitiveness for future funding rounds, and staff is recommending that the City continue pursuing this grant opportunity through resubmittal.

DISCUSSION & ANALYSIS

Sierra Madre's circulation system is constrained by a limited network of surface streets that must serve both local property access and the movement of people and goods into and out of the City. Although Sierra Madre does not contain regional transportation facilities within its boundaries, the community relies on nearby access to Interstate 210, regional transit connections, and surrounding jurisdictions for broader mobility, which creates pressure on local streets, intersections, and first- and last-mile connectivity.

Existing transportation challenges include gaps in the pedestrian and bicycle network, accessibility barriers, constrained street connections, and the need to improve safety and mobility for pedestrians, bicyclists, motorists, trucks, seniors, youth, and persons with disabilities. The proposed project is intended to address these deficiencies by identifying policy updates, infrastructure priorities, and funding strategies to improve sidewalk networks, bicycle facilities, bike parking, crossings, and accessible connections to regional destinations.

On July 23, Planning and Public Works staff met with transportation planners from Caltrans District 7 for a debrief regarding the City's FY 2026–27 Sustainable Transportation Planning Grant application. Based on this review, Caltrans staff recommended several technical refinements, including narrowing the scope of future applications, expanding the use of maps and other visuals, and providing more robust data and documentation to demonstrate the need for the proposed project and an updated Circulation Element. Caltrans staff expressed optimism that a revised application incorporating these suggestions would be more competitive, and both Planning and Public Works staff gained valuable insight to include in the City's resubmittal in the upcoming funding cycle.

Caltrans' notice that the project was not selected does not preclude future success; rather, it provides the City an opportunity to refine the proposal in consultation with District 7 staff. Staff has identified two possible paths forward: (1) revise and resubmit the Caltrans grant application in the next funding cycle, or (2) issue a Request for Proposals to retain a consultant to update the Circulation Element, including consideration of AB 98 and other evolving transportation planning requirements; however, staff believes the most cost-effective immediate approach is to pursue grant resubmittal first.

Because the estimated project cost is $265,010, grant funding would provide a significant opportunity to advance a citywide planning effort that may otherwise be difficult to fund with local resources alone. Reapplying would allow the City to incorporate Caltrans' feedback, strengthen project partnerships, refine scope and deliverables, and continue seeking outside funding for transportation, safety, and mobility improvements that support long-term community objectives.

If the City is unsuccessful in securing grant funding during the next application cycle, staff would return to the City Council with options for moving the work forward through a locally funded effort. Such action would require City Council consideration of an additional appropriation in a future fiscal year, either to prepare the Comprehensive Multimodal Transportation and Circulation Plan or to proceed with a Circulation Element update, potentially in coordination with the Housing Element update anticipated in FY 2028.

STRATEGIC PLAN RELATIONSHIP

Strategic Objective: Promote an unparalleled quality of life with an engaged and collaborative culture.

- Goal 2. Improve Communication and Collaboration
- Goal 3. Provide Education on Critical Civic Issues

Strategic Objective: Be a regional leader in sound stewardship of water, power, and natural resources.

- Goal 2. Encourage Greenhouse Gas Reduction Steps

ENVIRONMENTAL ANALYSIS

Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities

FISCAL IMPACT

There is no fiscal impact as a result of the recommended action. Should the City Council elect to proceed with the Multimodal Transportation and Circulation Plan Update prior without a grant award, a supplemental appropriation from the General Fund would be required.

Approved by:

Mike

Michael Bruckner
City Manager

CITY OF
SIERRA
MADRE

STAFF REPORT

CITY MANAGER'S OFFICE

DATE: August 25, 2026

TO: Honorable Mayor and City Council

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

SUBJECT: **Creation of an Ad Hoc Committee to Assist with the Design of a Community Survey**

RECOMMENDATION

It is recommended that the City Council:

1. Establish a City Council Ad Hoc Committee to assist staff with the devlopment of a community survey; and
2. Appoint two members of the City Council to serve on the Ad Hoc Committee.

SUMMARY

The City is preparing to conduct a professionally designed community survey, in partnership with On-Pointe Insights, a professional public opinion research firm to better understand resident priorities, services expectations, and public sentiment on key issues affecting Sierra Madre. The survey is intended to provide the City Council and staff with reliable community feedback to inform future policy discussions, budget and infrastructure planning, community outreach efforts, and potential long-term funding startegies before major decisions are considered.

The pupose of the survey is to provide the City Council and staff with community feedback to help inform future policy discussions, budget priorities, infrastructure planning, community outreach, and potential long-term funding strategies. A well-designed survey will help ensure that the City receives meaningful and reliable information from residents before major policy or financial decisions are considered.

Since survey design is critical to the usefulness of the results, staff recommends that the City Council establish a two-member Ad Hoc Committee to work with staff and On-Pointe Insights on the development of the survey instrument. The Ad Hoc Committee would provide advisory input on priority issue areas, question framing, and overall survey structure to help ensure the survey captures issues most relevant to residents.

DISCUSSION & ANALYSIS

Staff recommends the creation of a two-member City Council Ad Hoc Committee to work with staff and On-Pointe Insights on the design of the community survey. The Ad Hoc Committee would provide targeted input on priority issue areas, question framing, and overall survey structure so that the survey instrument is clear, balanced, and aligned with the purpose of the survey. This collaborative approach will help ensure that the survey produces reliable, actionable data that can meaningfully inform future policy discussions, budget priorities, and long-term planning efforts.

The role of the Ad Hoc Committee would be advisory in nature. The committee would not make final policy decisions or take action on behalf of the City Council; instead, it would assist staff in developing a survey that captures issues most relevant to the community. By focusing on survey content and structure rather than policy outcomes, the committee can help improve the quality and usefulness of resident feedback while maintaining the City Council's decision-making authority.

Key topic areas for the survey may include, but are not limited to: resident satisfaction with City services; public safety and emergency preparedness; street, sidewalk, facility, and infrastructure maintenance; water and sewer system priorities; parks and recreation, library, and community services; fiscal sustainability and budget priorities; community communication and public trust; and potential future funding options. These topic areas are intended to provide the City Council with a broad yet focused snapshot of community priorities and service expectations, and to identify where additional investment, communication, or policy attention may be warranted.

The Ad Hoc Committee would meet as needed with staff and On-Pointe Insights during the survey development process, providing feedback on draft questions, sequencing, and survey format. Once the survey design phase is complete, the Ad Hoc Committee's work would conclude, unless otherwise directed by the City Council. Creation of an ad hoc committee is appropriate because the committee would be temporary, limited in scope, and composed of less than a quorum of the City Council, and it would dissolve upon completion of its specific task of assisting with survey design.

Following completion of the survey and analysis of responses, On-Pointe Insights will prepare the survey results for presentation to the City Council at a future public meeting. This presentation will allow the City Council and the community to review key findings and discuss how the results should guide future policy decisions, budget allocations, and community engagement startegies.

STRATEGIC PLAN RELATIONSHIP

This item supports the City's commitment to community engagement, transparency, and informed-decision making by facilitating resident input to help guide future policy and budget priorities.

ENVIRONMENTAL ANALYSIS

Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities

FISCAL IMPACT

There is no additional fiscal impact associated with creating the Ad Hoc Committee. The cost of the community survey is inlcuded in the City Mangaers Office FY 2027 operating budget. Any additional costs or future work beyond the current survey scope would be brought back to the City Council for separate consideration, if necessary.

Approved by:

Mike

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Michael Bruckner
City Manager

CITY OF
SIERRA
MADRE

STAFF REPORT

FINANCE

DATE:	August 25, 2026
TO:	Honorable Mayor and City Council
FROM:	Miguel Hernandez, Assistant City Manager By: Sophia Conchas, Administrative Analyst
SUBJECT:	**Report, Discussion, and Direction Regarding the Application of the City's Utility Users Tax (UUT) to Online Streaming Services**

RECOMMENDATION

It is recommended that the City Council provide direction regarding the potential application of the City's Utility Users Tax (UUT) to online streaming services.

SUMMARY

The City of Sierra Madre administers a voter-approved ten percent (10%) Utility Users Tax (UUT) on communication services pursuant to Chapter 3.36.040 of the Sierra Madre Municipal Code.

During the June 9, 2026, City Council meeting, the City Council directed staff to gather information regarding the potential application of the City's Utility Users Tax to streaming services, including subscription-based video streaming platforms such as Netflix, Hulu and Disney+, among others.

The request follows recent litigation involving Disney Platform Distribution, Inc. v. City of Santa Barbara, which addressed whether certain streaming services may be subject to a locally adopted Utility Users Tax under municipal code provisions. This report provides an overview of the City's existing ordinance, relevant legal considerations, potential fiscal impacts, and implementation considerations associated with the taxation of streaming services.

DISCUSSION & ANALYSIS

The City of Sierra Madre administers a voter-approved Utility Users Tax (UUT) on communication services pursuant to Chapter 3.36.040(A) of the Sierra Madre Municipal Code (SMMC), which states: "There is hereby imposed a tax upon every person with a billing address or service address in the City who uses communication services. SMMC 3.36.020(5) defines "communication services" to mean "telecommunication services and video services." SMMC 3.36.020(16) defines "video services" to mean "any and all services related to the supply of video programing … to the extent that the service user is subject to an additional direct or indirect charge for programming or communications over the leased channel and ancillary video services, including any service that is associated with or incidental to the provision or delivery of video services …." Per SMMC 3.36.040(B), "communication services shall include all communication service for which there is a charge, regardless of the means or technology used to provide such services." SMMC 3.36.040(D) lists the types of communication services that the UUT does not apply to, and the list does not include video streaming services.

In January 2026, the California Court of Appeal published its decision in *Disney Platform Distribution, Inc. v. City of Santa Barbara* (2026) 118 Cal.App.5th 238 (*Disney Platform*). In Disney Platform, three video streaming services challenged the City of Santa Barbara's application of its 5.75 percent UUT to their services. The video streaming services argued:

1. The Santa Barbara UUT Ordinance doesn't apply to video streaming; and
2. Even if it did, it is unlawful because it is discriminatory under the Internet Tax Freedom Act; and
3. It violates the U.S. Constitution's First Amendment's protection for freedom of speech; and
4. It violates the Proposition 218's prohibition against changing a taxing methodology without a vote of the electorate; and
5. It violates the noticing requirements under Public Utilities Code Section 799.

The Court of Appeal sided with the City of Santa Barbara, holding:

1. The UUT applied to video programming provided by video service suppliers, regardless of the technology used to deliver, store, or provide such services;
2. There is no violation of the Internet Tax Freedom Act because streaming video services are not taxed in a discriminatory way;
3. There is no violation of the First Amendment because the tax is not a content-based regulation of speech;
4. The tax does not constitute a change in the methodology because the math behind the tax remains the same; and

Notice is not required under Public Utilities Code Section 799 because there was no substantive change to the tax.

Sierra Madre's UUT Ordinance is very similar to Santa Barbara's.

- Both ordinances were adopted in 2008.
- Sierra Madre's ordinance applies to video services, whereas Santa Barbara's ordinance applies to video programming.
- Sierra Madre's ordinance applies the tax "regardless of the means or technology used to provide such services", while Santa Barbara's ordinance applies the tax "regardless of the technology used to deliver, store or provide such services."
- Both ordinances require a video service supplier to collect the tax.
- Both ordinances made clear that the UUT would not apply to charges for internet services, including digital downloads like music, games, and ringtones, but they never excepted video streaming services.

The attorneys for Disney made the City aware of a recent decision in Los Angeles Superior Court - *Hulu, LLC v. City of Glendale* (LACSC Case No. 25NNCP00413). In that case, the Superior Court determined that Glendale's UUT ordinance did not apply to the streaming services because the impartial analysis the voters relied on to adopt the UUT made no mention of video services and Hulu was free and the only streaming service available, so there was no way for voters to anticipate the extension of the UUT to streaming services. First, the superior court's decision here does not bind subsequent UUT cases. Second, Sierra Madre's UUT ordinance is more similar to Santa Barbara's than Glendale's in its overt references to video services, "regardless of the means or technology used to provide such services."

If the City Council desires to impose the UUT on video streaming services, the City Council should direct the City's tax administrator (City Manager) to issue an administrative ruling with the assistance of the City Attorney. SMMC 3.36.040(E) states, "The tax administrator shall, from time to time, survey the video service supplies in the city to identify the various components of the video services that are being offered to customers within the city, and the charges therefor. The tax administrator may, thereafter, issue and disseminate to such video service suppliers an administrative ruling identifying those components: i) that are necessary or common to the receipt, use and enjoyment of video services; … Charges for such components shall be subject to the tax of subsection (A), above."

Should the City Council direct staff to pursue implementation of the Utility Users Tax on qualifying streaming services, implementation would require coordination among service providers, legal counsel, Finance staff, and any third-party consultants assisting with compliance and collection. The City contacted Santa Barbara and was informed that Neumo (formerly Avenu) is the consultant supporting the City with their collection efforts. Neumo has provided the City with a proposed scope of work (Attachement 1) to assist with the collection. Neumo charges a fixed fee equal to 0.10% of total UUT revenues, estimated at approximately $3,597.90 based on FY 2026-27 projected revenues. For example, assuming the City generates an additional $500,000 in UUT revenue from qualifying streming services, the Neumo service fee would increase by approximately $500, for a total estimated annual fee of $4,097.90. Finance staff is also soliciting proposals from other potential firms.

STRATEGIC PLAN RELATIONSHIP

This item supports the City's commitment to fiscal sustainability through evaluation of existing revenue sources and funding opportunities.

ENVIRONMENTAL ANALYSIS

Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities

FISCAL IMPACT

Fiscal impacts are currently unknown and are being evaluated as part of this review. Given the pervasive nature of streaming services, staff anticipates that enforcing the City's UUT ordinance consistent with voter authorization may generate hundreds of thousands of dollars in additional revenue.

Approved by:

Mike

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Michael Bruckner
City Manager

Attachments

Attachment 1 – Neumo UUT Tax Administration Proposal.pdf

Attachment 2 - Sierra Madre Municipal Code Chapter 3.36 – Utility Users Tax.pdf

UUT Tax Administration

neumo

MODERNIZING GOVERNMENT

PRESENTED BY:

Erica Warne

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About Neumo

Neumo partners with governments to modernize the way public services are delivered. Serving more than 4,500 city, county, state, and federal organizations across North America, we help agencies streamline operations, improve efficiency, and better serve their communities.

Our unified, cloud-based platform brings together solutions for courts, DMV operations, revenue and compliance, public administration, and payments within a single, integrated environment. By reducing system fragmentation, this approach strengthens visibility and control, enables data-driven decision-making, and supports agencies as their operational needs evolve.

Neumo delivers end-to-end solutions that support revenue management, compliance, and digital service delivery, including online filing, payments, licensing, records access, and more.

Built-in analytics and reporting tools provide actionable operational insight, helping jurisdictions reduce administrative burden, improve compliance outcomes, and meet the growing demand for self-service and digital engagement.

QUALIFICATIONS

- Unified, cloud-based GovTech platform
- Purpose-built for government operations
- Millions of transactions processed annually
- Deep experience across core government functions
- Trusted long-term partner to government agencies

Headquartered in Centreville, Virginia, Neumo is committed to long-term public sector partnerships, delivering secure, reliable, and modern technology that governments can depend on. Founded on the principle of strengthening the connection between government agencies and the people they serve, we bring more than 100 years of combined experience and manage core operational systems that process millions of transactions annually.

For seven consecutive years, Neumo has been recognized as a GovTech 100 company, an acknowledgment reserved for organizations making a meaningful impact on state and local governments and a reflection of our long-standing commitment to the public sector.

Serving Governments That Transform Communities

100
combined years of experience serving government

4,500+
city, county, state, and federal agencies run on Neumo

900M
transactions processed via Neumo solutions

$44B
revenue collected for communities by Neumo

Neumo Tax Administration Solution

For jurisdictions like yours that already rely on Neumo for UUT and Communications Users Tax (CUT) compliance auditing, the next logical step is bringing the full administrative cycle under the same platform. Neumo's cloud-based tax administration solution handles registration, filing, payment processing, compliance monitoring, and taxpayer outreach on the City's behalf - reducing staff burden and ensuring that voter-approved utility tax revenue is collected consistently and completely.

Every engagement is configured to fit the jurisdiction - not the other way around. For your city, that means profiled specifically for UUT and CUT administration: ordinance requirements, applicable utility categories, exemption structures, and reporting obligations are all built in from the start. As utility service models continue to evolve, from traditional telecom to streaming and connectivity services, the platform adapts accordingly, ensuring the City's tax framework keeps pace.

Since the platform is already operational and needs only to be profiled and loaded with your tax and license data, the transition is fast and uninterrupted. Current collections continue without disruption while the new program comes online.

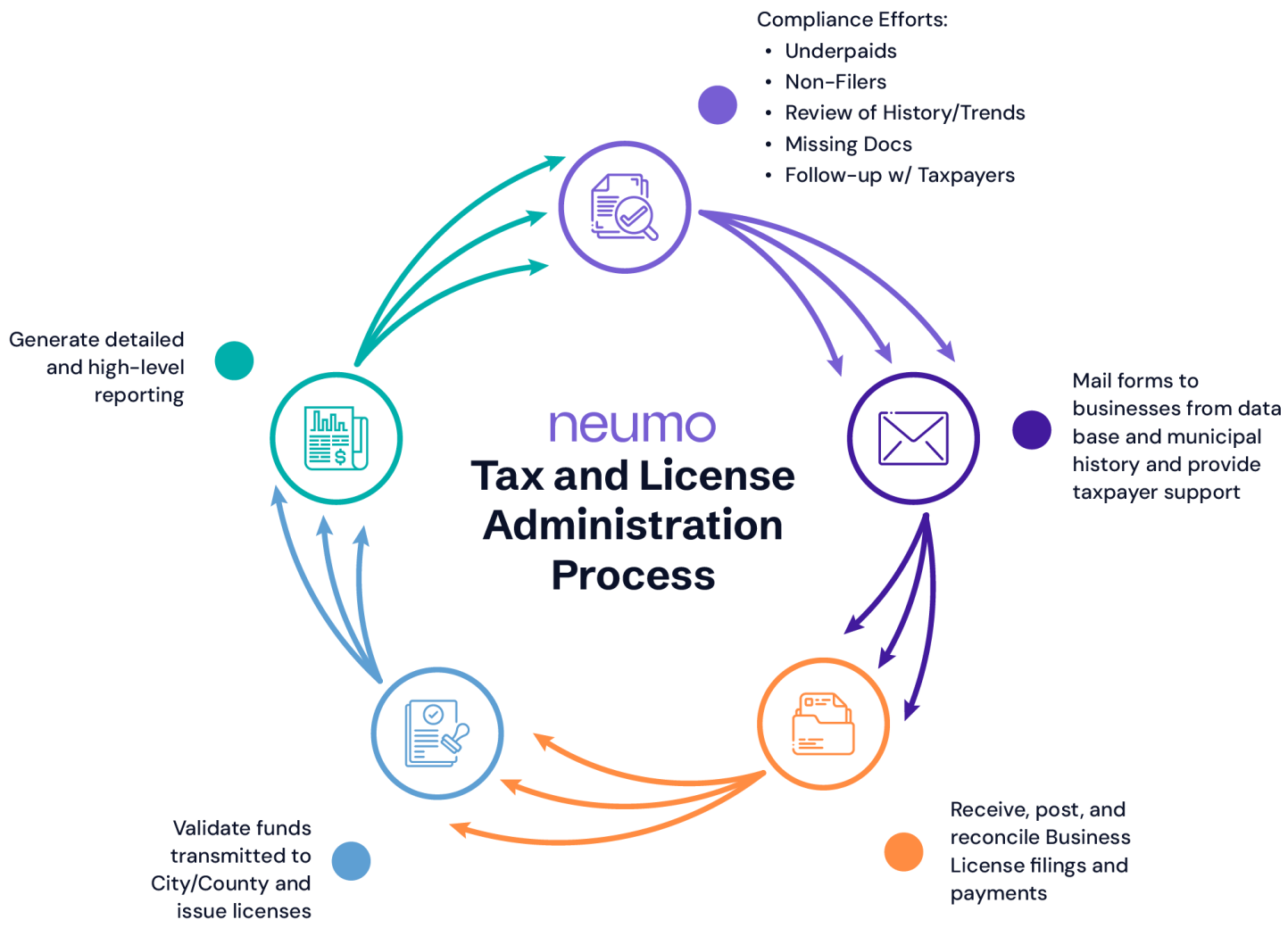
Three things are required from your city to get started: (1) existing taxpayer data, (2) authorization to accept filings, payments, and compliance actions on the jurisdiction's behalf, and (3) a designated contact to receive reports through the online Customer Reporting Portal. That's all, Neumo handles the rest.

NEUMO'S FULL ADMINISTRATIVE CYCLE

From provider registration to annual renewal, Neumo handles the full UUT and CUT administrative cycle for your city - replacing manual, paper-based workflows with a secure, cloud-based process that reduces staff burden and gives the City consistent visibility into utility tax revenue.

- **Onboarding & Configuration:** Forms, reports, and secure web access are established using existing taxpayer data with no disruption to current operations.
- **Taxpayer Registration:** Taxpayer accounts are created and maintained from jurisdiction records, with a seamless handoff from initial registration through renewals and ongoing filings.
- **Taxpayer Outreach & Notification:** Forms, filing instructions, and automated reminders are delivered by mail and online, keeping businesses informed and reducing late or missed filings.
- **Payment Processing & Reconciliation:** Filings and payments are received, posted, and reconciled with timely fund disbursement and a clear audit trail throughout.
- **Compliance Monitoring:** Filings are verified for accuracy, late fees and penalties are applied automatically, and underpayments are flagged and routed to the appropriate compliance workflow.
- **Taxpayer Support:** Business owners have access to a designated support team, online filing options, and self-service resources, reducing inbound calls to jurisdiction staff. Support is available during extended hours (7:30 AM to 5:30 PM, M-F), with 24/7 voicemail and online access for after-hours requests.
- **Reporting & Oversight Portal:** Jurisdiction administrators have real-time access to a secure online portal with payment listings, reconciliation reports, delinquency summaries, and on-demand exports in Excel, PDF, and CSV formats.

- **Government Service Center Portal:** A permission-based, self-service hub available 24/7, giving your city staff unlimited access to account management tools, real-time reporting, and program documentation with no additional user license fees.



Supporting Business Growth

Effective UUT and CUT administration is more than a compliance function, it's how voter-approved revenue is protected over time. Neumo works alongside your city to reduce the reporting burden on utility providers while ensuring that all applicable revenue streams are captured, including charges tied to evolving service models such as streaming, bundled connectivity, and equipment fees.

Provider outreach and onboarding support include filing instructions, automated reminders, and a structured communication process that guides utility providers through registration, tax classification, and any ordinance-specific requirements, all tracked through the Government Services Portal. Where the existing audit relationship has already established contact with key providers, that foundation carries directly into the ongoing administration program.

Onboarding Communication

At program launch, a targeted communication campaign is deployed to your city's full utility provider registry. An introductory packet developed in collaboration with the City alerts providers to the new online filing option, key filing dates, and support contacts. For providers already familiar with Neumo through the City's audit program, the transition to administered filing is a natural extension of an existing relationship.

ONGOING ADMINISTRATION CYCLE

Once the program goes live, Neumo manages the full recurring UUT and CUT administration cycle on your city's behalf. Filings and payments from utility providers are accepted by mail and online, with paper submissions opened, batched, and reconciled. Web filings are reconciled daily. NSF check processing, returns, and refunds are handled as part of the standard service.

Funds are deposited and disbursed to your city's designated accounts, typically 10–15 times per month, or at a frequency mutually agreed upon. Invoices for underpayments or late payments are generated and sent automatically.

Missed filings are flagged monthly. Providers receive a courtesy call and written notice, with follow-up continuing until the account is current or your city directs alternate collection action. Neumo Tax Specialists also monitor monthly receipts and flag significant variances - an especially valuable function as utility billing structures evolve and new service categories emerge that may affect taxable gross receipts.

Current Month vs Prior Month

Tax Type Description	Rate Code Description	Current Amount	Prior Amount	Change Amount	Change Percent
Sales Tax		175,891	62,530	113,361	181.3%
Sellers Use		162,438	91,087	71,350	78.3%
BusinessLicense		77,433	15,750	61,683	391.6%
Consumers Use		33,650	35,132	-1,482	-4.2%
Issuance Fee		2,730	1,050	1,680	160.0%
Rental		17,209	31,915	-14,707	-46.1%
Gas		0	0	0	0.0%
		469,350	**237,465**	**231,885**	**97.7%**

Current Month vs Same Month Last Year

Tax Type Description	Rate Code Description	Current Amount	Prior Amount	Change Amount	Change Percent
Sales Tax		175,891	270,394	-94,503	-35.0%
Sellers Use		162,438	295,526	-133,088	-45.0%
BusinessLicense		77,433	93,945	-16,513	-17.6%
Consumers Use		33,650	48,318	-14,668	-30.4%
Issuance Fee		2,730	4,578	-1,848	-40.4%
Rental		17,209	31,828	-14,620	-45.9%
		469,350	**744,590**	**-275,240**	**-37.0%**

Last 3 Months vs Same 3 Months Last Year

Tax Type Description	Rate Code Description	Current Amount	Prior Amount	Change Amount	Change Percent
Sales Tax		334,927	503,740	-168,813	-33.5%
Sellers Use		681,480	671,488	9,992	1.5%
BusinessLicense		93,183	93,945	-763	-0.8%
Consumers Use		131,318	106,357	24,961	23.5%
Issuance Fee		3,780	5,586	-1,806	-32.3%
Rental		71,668	76,857	-5,189	-6.8%
Gas		0	0	0	0.0%
		1,316,355	**1,457,973**	**-141,618**	**-9.7%**

New taxpayer registration, ongoing support via phone and email, and assistance with filing, payment, and account changes are all included to support with what they need to stay compliant from day one.

REPORTING AND DELIVERABLES

Throughout the program, your city's management and staff have full visibility into program activity through Neumo's cloud-based Government Services Portal - a self-service, permission-based system available 24/7 with unlimited user access at no additional cost.

Authorized staff can accept and process payments, issue business licenses, set up taxpayer accounts, manage delinquencies, scan and upload documents, and search accounts across multiple data points. All reports are exportable in Excel, Word, PDF, and CSV formats.

Available reports include:

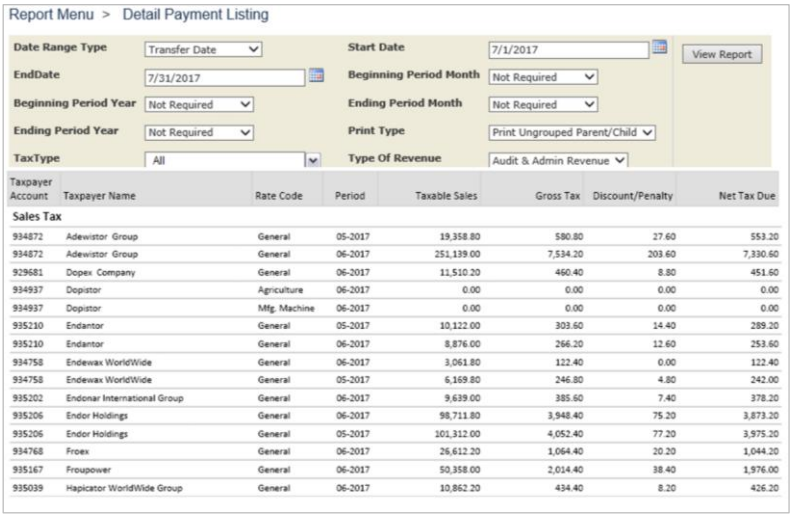
- New Account Listing
- Dashboard Report
- Transfer and Distribution Report
- Daily, Weekly, and Monthly Reconciliation Reports
- Detailed Payment History Reports
- History and Trends
- Top Remitters Reports
- Delinquency Reports
- Business License Detail and Summary Reporting

ACCOUNT MAINTENANCE AND REPORTING

The Government Services Portal gives your city staff the tools to manage taxpayer accounts and program activity in real time, without routing requests through Neumo. All features are permission-based, ensuring staff access is appropriate to their role.

Account management capabilities include searching and setting up taxpayer accounts across multiple data points, creating and editing tax liabilities, uploading documents and municipal-level files, entering and reviewing account notes (including notes entered by Neumo staff), and posting in-house payments from walk-ins, field visits, or direct mail, with automatic fee calculations, penalty and interest, and override flexibility for underpayments and overpayments.

Payment posting covers both tax and fee types (sales, use, occupational withholding, alcohol taxes, and more) as well as business license and certificate-based fees, with separate reconciliation processes for each. All payment posting features are included in the service at no additional cost.



Taxpayer Account	Taxpayer Name	Rate Code	Period	Taxable Sales	Gross Tax	Discount/Penalty	Net Tax Due
Sales Tax							
934872	Adewistor Group	General	05-2017	19,358.80	580.80	27.60	553.20
934872	Adewistor Group	General	06-2017	251,139.00	7,534.20	203.60	7,330.60
929681	Dopex Company	General	06-2017	11,510.20	460.40	8.80	451.60
934937	Dopistor	Agriculture	06-2017	0.00	0.00	0.00	0.00
934937	Dopistor	Mfg. Machine	06-2017	0.00	0.00	0.00	0.00
935210	Endantor	General	05-2017	10,122.00	303.60	14.40	289.20
935210	Endantor	General	06-2017	8,876.00	266.20	12.60	253.60
934758	Endewax WorldWide	General	06-2017	3,061.80	122.40	0.00	122.40
934758	Endewax WorldWide	General	05-2017	6,169.80	246.80	4.80	242.00
935202	Endonar International Group	General	06-2017	9,639.00	385.60	7.40	378.20
935206	Endor Holdings	General	06-2017	98,711.80	3,948.40	75.20	3,873.20
935206	Endor Holdings	General	05-2017	101,312.00	4,052.40	77.20	3,975.20
934768	Froex	General	06-2017	26,612.20	1,064.40	20.20	1,044.20
935167	Froupower	General	06-2017	50,358.00	2,014.40	38.40	1,976.00
935039	Hapicator WorldWide Group	General	06-2017	10,862.20	434.40	8.20	426.20

Finance Reporting

The portal's finance reporting suite gives your city a complete, real-time picture of program revenue. Key reports include:

- **Reconciliation Detail & Summary**: Daily breakdown of all taxes received and disbursed by tax type, beneficiary, and net funds
- **Pending Payments**: Payments posted but not yet disbursed, providing a full revenue picture beyond reconciled transactions alone
- **Detailed Payment Listing**: Comprehensive taxpayer-level view of all remittances within a selected date range, filterable by tax type
- **Business License Detail & Summary**: Daily and date-range license activity, filterable by issued, not issued, or both
- **History and Trends**: Month-over-month and year-over-year revenue comparisons by tax type and rate code
- **Net Revenue Comparison**: Snapshot of revenue against prior periods, filterable by date range and tax type
- **Top Remitters**: Listings of top 5-100 remitters, increases, and decreases, with year-over-year variance and NAICS breakdowns
- **New Taxpayers Report**: Full listing of new registrants within a date range, including contact and transaction details
- **Dashboard**: Graphical revenue summary by date range, including net tax due history, tax source breakdown, and top taxpayer activity

System Support & Maintenance

TECHNICAL SUPPORT

Everyone who interacts with the Neumo solution has access to our best-in-class support services should they encounter an issue or need assistance with the system. We consistently deliver exceptional support experiences, while removing barriers to our customers' success.

Continuous Support

As part of your subscription, you gain access to our application support resources. Below is a description of three separate support resources available to you.

Designated Support Contact on Day 1

- **Customer Success Manager (CSM):** Your Customer Success Manager is assigned to help ensure you are achieving software optimization, are connected to product enhancements, and are aware of our newest offerings. Their goal is to help you meet your objectives utilizing our software.
- **Client Technical Support (CTS) Team:** Unlike other organizations, Neumo does not put your users through a round-robin call center. Your Client Technical Support team is your primary support to assist you with system and technical concerns. You will always have direct access to call or email the CTS team for the life of your subscription.
- **Support Team:** Our Support Team provides system and website support to users within your jurisdiction. Our Support Team is a separate team within our support division that specializes in understanding system functionality and can be a resource for users as needed regarding website or system functionality. Users can call/email this team during business hours for the life of your subscription.

Neumo's multi-prong support approach is unique to the industry and a key reason customers stay with Neumo. Our proven support practices have allowed us to maintain our high customer satisfaction and retention levels across all Neumo product lines.

What's Included:

Support is defined as any questions surrounding how to use a feature within the platform, as well as troubleshooting.

Support for Your Onboarding

We know that starting off "on the right foot" is critical.

Support for Your Ongoing Success

We are with you every step of the way.

Support for Your Business

When your local businesses need help using the tool, we're there for them too.

Deployment Methodology and Approach

Neumo has built a customer-centric deployment methodology that revolves around creating a successful customer experience and help you achieve your business goal and time to value. We have established the Neumo Deployment Strategy (DS), a proven innovative and collaborative framework which allows us to partner with our customers. This methodology allows our customers to quickly make decisions based on our out-of-the-box configurations, learn how our best practices will change and improve workflows, and identify any additional features or functionality required to make you successful. Neumo DS also focuses on making sure all stakeholders are involved in identifying requirements and risks to accelerate the decision-making process. The DS framework keeps your project on schedule by involving your stakeholders early and resolving requirements before they become delays.

The four key pillars to our methodology are:

Partnership
Partnering with you to understand and document your current processes and desired business outcomes.

Industry Experience
Our Implementation team has worked with municipalities across the country and understands best practices to guide you through Implementation journey.

Interactive System Validation
A process by which your team works side-by-side with our Implementation team, wherein you can see, use, and approve work as it is being completed. Helping to eliminate last-minute changes that can delay an on-time Go-Live in your new system.

Success Driven Rollout
Extensive persona-based User Acceptance Testing and Multi-Phased System training, helping ensure you and your team will become successful users of Neumo and help drive value and adoption.

The Project Team will develop a plan to align with your city by gaining knowledge of your goals, objectives, community and organizational culture, and needs through the implementation Discovery Phase and configure your system so it is functional on Day 1. Our team of professionals will provide the service, training, and support your staff requires to be successful.

We pride ourselves in providing our customers with a service and support model that is unique to the marketplace. Our model empowers our associates to make decisions and advocate for your goals, making it quicker and easier for you to get the answers you need, when you need them.

A Neumo executive will serve as your city's executive sponsor and escalation point throughout implementation. The executive may attend meetings to make sure the project is progressing in line with your expectations.

Our Proven and Successful Implementation is Divided into Six Main Phases

Upon receipt of the initial requirements, Neumo will assign a project team (including a Project Manager, Configuration Specialist, Trainer, and Data Conversion Specialist) then implementation will officially begin.

Training Methodology

Neumo believes that a customer-centered and success-driven approach to training is vital to a successful implementation. We have developed a Multi-Step and Multi-Phased approach based on two main needs for training.

- **System Oriented Training:** Used during Discovery and Configuration Phases to give you and your Subject Matter Experts the information needed to help you understand the system and validate the work being completed.
- **Persona Based Training:** Training based around the needs of the users where a user can learn and understand the system based on their day-to-day responsibilities.

TRAINING STEPS AND PHASES

- **Initial Training:** System Orientation training is completed at the beginning of the project to orient your team to the system.
- **Working Sessions:** As part of the Configuration/Validation phase working sessions are used to allow you and the team to use the system and validate the configurations being built.
- **Use Case Focused Training:** Persona-based training designed to train your staff on how to perform their functions in the system. (These will be recorded and provided back to you.)
- **Post Go-Live Training Office Hours:** Training delivered after system Go-Live designed to give your team the ability to ask relevant questions once they have been in the live system performing their day-to-day functions.

TRAINING GUIDES AND MATERIALS

Neumo will provide:

- Use Case Specific Exercise Guides for your staff to practice with between training and Go-Live.
- Customer-Specific Training Material based on the system as it is configured for you.

Estimated Timeline

We understand that each project schedule and customer is unique with specific needs when implementing a new program. We will work with you and your team to develop a timeline and process that works for all parties involved in the project. As such your timeline may vary based on the final scope determination, your project team availability, contract signing, or other unexpected delays.

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Serving Governments That Transform Communities

Neumo is setting a new standard in government modernization, Serving more than 4,500 city, county, state, and federal organizations across North America. Delivering cutting-edge, cloud-based solutions, Neumo empowers governments to modernize operations, drive efficiency, and elevate the quality of services they provide to their communities. With a comprehensive suite of products, Neumo offers innovative solutions spanning judicial, DMV, revenue compliance, public administration, and payments, seamlessly integrated on a unified cloud platform. Neumo is committed to transforming how governments serve and connect with their communities.

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3.36.040 - Communication users' tax.

A. There is hereby imposed a tax upon every person with a billing address or service address in the city who uses communication services, including intrastate, interstate (including calls to the District of Columbia), and international communications services, to the extent permitted by state and federal law. The tax imposed by this section shall be at the rate as established in Section 3.36.180 on the charges made for communication services and shall be collected from the service user by the service supplier or its billing agent. To the extent allowed by law, the tax on communication services shall apply to a service user if the billing address or service address of the service user is within the city's boundaries.

B. Except as otherwise provided herein, communication services shall include all communication service for which there is a charge, regardless of the means or technology used to provide such services. The tax imposed under subsection (A), above shall not be imposed upon any person for using the following communications services:

1. Except with respect to local telephone service, services used in the collection of news for the public press, or a news ticker service furnishing a general news service similar to that of the public press or radio broadcasting, or in the dissemination of news through the public press, or a news ticker service furnishing a general news service similar to that of the public press or by means of radio broadcasting, if the charge for such service is billed in writing to such person.
2. Services furnished to a public international organization in which the United States participates pursuant to treaty or Act of Congress, or to the American National Red Cross.
3. Any toll telephone service which originates within a combat zone and is from a member of the Armed Forces of the United States performing service in such combat zone; provided a certificate, setting forth such facts as the Secretary of the United States Treasury may by regulations prescribe, is furnished to the person receiving such payment.
4. No tax shall be imposed under this section on the amount paid for any communications services to the extent that the amount so paid is for use by a common carrier, telephone or telegraph company, or radio broadcasting station or network in the conduct of its business.
5. The installation of any instrument, wire, pole, switchboard, apparatus or equipment as is properly attributable to such installation.
6. Amounts paid by a nonprofit hospital for services furnished to such organization. For purposes of this exemption, the term "nonprofit hospital" means a hospital referred to in Section 170(b)(1)(A)(iii) of the Internal Revenue Code, which is exempt from federal income tax under Section 501(a) of the Internal Revenue Code.
7. Services or facilities furnished to the government of any state, or any political subdivision thereof.

8. Services or facilities paid for by a nonprofit educational organization and furnished to such organization. For purposes of this subsection, the term "nonprofit educational organization" means an educational organization described in Section 170(b)(1)(A)(ii) of the Internal Revenue Code, which is exempt from income tax under Section 501(a) of the same code. The term also includes a school operated as an activity of an organization described in Section 501(c)(3) of the Internal Revenue Code, which is exempt from income tax under Section 501(a) of the same code, if such school normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of pupils or students in attendance at the place where its educational activities are regularly carried on.
9. Items otherwise taxed. Only one payment of tax under this section shall be required with respect to the tax on any service.

C. As used in this section, the term "charges" shall include the value of any other services, credits, property of every kind or nature, or other consideration provided by the service user in exchange for the communication services.

D. Charges for video services that are taxable under this section include, but are not limited to, charges for the following:

1. Franchise fees and access fees (PEG), whether designated on the customer's bill or not;
2. Initial installation of equipment necessary for provision and receipt of video services;
3. All programming services (e.g., basic services, premium services, audio services, video games, pay-per-view services, and electronic program guide services);
4. Equipment leases (e.g., converters, remote devices);
5. Service calls, service protection plans, name changes, changes of service, and special services (e.g., no promotional mail); and
6. The leasing of channel access (e.g., home shopping) to the extent that the service user is subject to an additional direct or indirect charge for programming or communications over the leased channel; provided that, in the absence of evidence of direct payment by the service user, the indirect payment of the service user(s), which is subject to the tax imposed under this section, shall be deemed to be the lease payment to the video service supplier by the party leasing the channel access.

E. The tax administrator shall, from time to time, survey the video service suppliers in the city to identify the various components of the video services that are being offered to customers within the city, and the charges therefor. The tax administrator may, thereafter, issue and disseminate to such video service suppliers an administrative ruling identifying those components: i) that are necessary or common to the receipt, use and enjoyment of video services; or, ii) which currently are, or historically have been, included in a bundled rate for video services by a local distribution company. Charges for such components shall be subject to the tax of subsection (A), above.

F. To prevent actual multi-jurisdictional taxation of communication services subject to tax under this section, any service user, upon proof to the tax administrator that the service user owed and has previously paid the same tax in another state or city on such communication services, shall be allowed a credit against the tax imposed to the extent of the amount of such tax legally imposed in such other state or city; provided, however, the amount of credit shall not exceed the tax owed to the city under this section.

G. For purposes of imposing a tax or establishing a duty to collect and remit a tax under this chapter, "substantial nexus" and "minimum contacts" shall be construed broadly in favor of the imposition, collection and/or remittance of the tax to the fullest extent permitted by state and federal law, and as it may change from time to time by judicial interpretation or by statutory enactment. Any communication services used by a person with a service address in the city, shall be subject to a rebuttable presumption that "substantial nexus/minimum contacts" exists for purposes of imposing a tax, or establishing a duty to collect and remit a tax, under this chapter. For communication services for which there is no billing address or primary physical location for the provision of services, the service address shall mean the point of sale of the services.

H. The tax on communication services imposed by this section shall be collected from the service user by the service supplier. In the case of video services, the service user shall be deemed to be the purchaser of the bulk video services (e.g., an apartment owner), unless such services are resold to individual users, in which case the service user shall be the ultimate purchaser of the video services. The amount of tax collected in one month shall be remitted to the tax administrator, and must be received by the tax administrator on or before the twentieth day of the following month. If a service supplier of communication services uses a billing agent or billing aggregator to bill, collect, and/or remit the tax, the service supplier shall: i) provide to the tax administrator the name, address and telephone number of each billing agent and billing aggregator currently authorized by the service supplier to bill, collect, and/or remit the tax to the city; and, ii) upon request of the tax administrator, deliver, or effect the delivery of, any information or records in the possession of such billing agent or billing aggregator that, in the opinion of the tax administrator, is necessary to verify the proper application, calculation, collection and/or remittance of such tax to the city.

I. The tax administrator may, from time to time, issue and disseminate to service suppliers, which are subject to the tax collection requirements of this section, an administrative ruling identifying those communication services that are subject to the tax of subsection (A), above. This administrative ruling shall be consistent with legal nexus rules, regulations, and laws pertaining to communication services. To the extent that the tax administrator determines that the tax imposed under this section shall not be collected in full for any period of time, such a determination falls within the tax administrator's discretion to settle disputes. The tax administrator's exercise of prosecutorial forbearance under this section does not constitute a

change in taxing methodology for purposes of Government Code Section 53750, and the city does not waive or abrogate its ability to impose the tax on communications services in full as a result of issuing such administrative rulings.

(Ord. No. 1275, § 1, 4-8-08)

CITY OF
SIERRA
MADRE

STAFF REPORT

CITY MANAGER'S OFFICE

DATE: August 25, 2026

TO: Honorable Mayor and City Council

FROM: Michael Bruckner, City Manager
By: Miguel Hernandez, Assistant City Manager

SUBJECT: **Report, Discussion, and Direction Regarding a Future Agenda Item Request Policy**

RECOMMENDATION

It is recommended that the City Council review and discuss the proposed Future Agenda Item Request Policy and provide direction.

SUMMARY

The City of Sierra Madre operates under a Council-Manager form of government. Under this structure, the City Council establishes legislative policy and organizational priorities, while the City Manager serves as the administrative head of the City and is responsible for directing City operations, supervising staff, and implementing the policies and direction established by the City Council.

Section 2.08.080 of the Sierra Madre Municipal Code further provides that the City Council and its members shall deal with the administrative services of the City through the City Manager, except for purposes of inquiry. The Municipal Code also provides that the City Manager receives orders and instructions from the City Council acting at a duly convened meeting and that individual Council Members may not independently direct the City Manager or City staff.

From time to time, individual Council Members may wish to raise an issue for future consideration, request that a policy matter be brought before the City Council, or seek additional information regarding a matter of community interest. These requests are an important part of the Council's ability to identify emerging issues and respond to community concerns.

Some requests can be addressed through existing information or routine administrative activity. Others, however, may require substantial staff time or expenditure of City resources, including policy research, preparation of staff reports, financial analysis, legal review, engineering work, consultant services, preparation of ordinances or resolutions, or coordination among multiple departments.

The proposed Future Agenda Item Request Policy is intended to establish a consistent process for distinguishing between these types of requests and to clarify when direction from the City Council as a body is necessary before substantial City resources are committed.

DISCUSSION & ANALYSIS

The proposed policy establishes a formal process through which any Council Member may request that a matter be considered at a future City Council meeting while preserving the respective legislative and administrative roles established under the City's Council-Manager form of government.

The proposed policy expressly preserves the ability of individual Council Members to propose matters for future consideration, raise constituent concerns, request existing information, and seek status updates regarding City programs, projects, and other matters of public concern. Accordingly, the policy is not intended to limit a Council Member's ability to ask questions or identify matters that may warrant further Council consideration. Rather, it addresses the point at which a request would require substantial additional staff work or expenditure of public resources.

Under the proposed policy, a request to place a matter on a future agenda would not, by itself, constitute authorization for staff to undertake substantial research, analysis, policy development, or other new administrative work. When a proposed future agenda item would require a significant commitment of staff time, legal services, consultant assistance, or other City resources, the matter would first be presented to the City Council for authorization. This allows the Council collectively to determine whether the proposed item warrants the expenditure of City resources and should be incorporated into the City's work program.

Initial discussion would be limited to whether the matter should be placed on a future agenda and whether City resources should be devoted to preparing the item. Consideration of the substantive merits of the proposed policy or action would occur when the matter is subsequently placed on a properly noticed agenda. Once the City Council directs that an item return for future consideration, the City Manager would determine the appropriate scheduling of the item based on staffing capacity, applicable legal requirements, fiscal impacts, operational priorities, and the overall City Council work program.

The proposed policy would not require separate Council authorization for work already within the City's established work program or the City Manager's administrative authority. This includes matters that have previously been directed by the City Council; are included in the adopted budget; are part of the City Council Strategic Plan or Work Plan; are required by federal, state, or local law; are necessary for routine administration of City business; or otherwise fall within the City Manager's authority under the Municipal Code. This distinction is intended to ensure that the policy does not unnecessarily delay routine City operations or matters for which the Council has already provided direction.

The proposed policy also addresses circumstances in which a Council Member inquiry initially appears routine but would require substantial additional research, policy development, legal analysis, or preparation of a new work product. In those situations, the City Manager or City Attorney could advise the requesting Council Member that the request exceeds the scope of a routine inquiry and recommend that the matter be presented to the full City Council for consideration as a future agenda item. This process would provide a consistent mechanism for managing staff workload while allowing the City Council collectively to determine whether additional resources should be allocated to the requested work.

STRATEGIC PLAN RELATIONSHIP

Not applicable.

ENVIRONMENTAL ANALYSIS

Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities

FISCAL IMPACT

There is no direct fiscal impact associated with adoption of the proposed policy. Implementation of the policy may assist the City in managing indirect costs associated with staff time, consultant services, legal review, and other City resources by requiring Council authorization before substantial resources are committed to new assignments that are outside the City's existing work program or the City Manager's administrative authority.

Approved by:

_____

Michael Bruckner
City Manager

Attachments

Attachment 1 - DRAFT CC 27-01 Future Agenda Item Request Policy.pdf

CITY OF SIERRA MADRE
CITY COUNCIL POLICY

POLICY NUMBER: _____
ADOPTED:_____
AMENDED: _____

CITY MANAGER APPROVAL: _____

FUTURE AGENDA ITEM REQUEST POLICY

I. PURPOSE:

The City of Sierra Madre operates under the Council-Manager form of government established by Chapter 2.08 of the Sierra Madre Municipal Code. Under this form of government, the City Council establishes legislative policy and priorities, while the City Manager serves as the administrative head of the City and is responsible for directing City operations, supervising City staff, and implementing the policies and direction of the City Council.

Section 2.08.080 of the Sierra Madre Municipal Code provides that the City Council and its members shall deal with the administrative services of the City only through the City Manager, except for the purpose of inquiry; that the City Manager shall receive orders and instructions only from the City Council sitting in a duly convened meeting; and that no individual Council Member shall give orders or instructions to the City Manager or City staff. These provisions establish that the City Council exercises its authority collectively and that administrative direction is carried out through the City Manager.

Preparing agenda reports, fiscal analyses, engineering studies, legal memoranda, consultant work, presentations, ordinances, resolutions, and related materials requires the commitment of City staff time and other public resources. Because the assignment and prioritization of that work are administrative functions under the authority of the City Manager, no individual Council Member may independently direct the work or commit City resources to a new assignment.

Accordingly, and consistent with Section 2.08.080 of the Sierra Madre Municipal Code, new administrative work should be undertaken only upon direction of the City Council acting as a body, unless otherwise required by law, previously authorized by the City Council, or within the City Manager's existing administrative authority.

The purpose of this policy is to establish a consistent and transparent process through which any Council Member may propose a matter for future City Council consideration while preserving the Council-Manager form of government, ensuring responsible stewardship of public resources, and maintaining organizational focus on priorities established by the City Council.

II. POLICY STATEMENT:

Any Council Member may propose a matter for future City Council consideration, raise a constituent concern, or request information regarding City operations.

A request to place a matter on a future agenda does not, by itself, authorize staff to undertake substantial research, analysis, policy development, or other administrative work. Unless the work is

required by law, has already been authorized by the City Council, or falls within the City Manager's existing administrative authority, staff resources shall be committed only after the City Council approves the request by majority vote or consensus at a duly convened meeting.

Nothing in this policy limits a Council Member's ability to make inquiries of the City Manager, request existing information, or seek status updates regarding City programs, projects, or matters of public concern, consistent with Section 2.08.080 of the Sierra Madre Municipal Code.

III. DEFINITIONS:

Agenda Item Request: A request made by a member of the City Council seeking future City Council discussion or action on a legislative, policy, operational, or strategic matter.

Administrative Direction: Direction requiring the City Manager to assign staff, prioritize workloads, conduct research, prepare reports, coordinate departments, obtain legal or consultant services, or otherwise expend City resources in support of a proposed agenda item.

Routine Administrative Activity: Work that has previously been authorized by the City Council through adoption of the annual budget, Strategic Plan, Council Work Plan, Capital Improvement Program, existing City policies, or other formal Council action, or work otherwise within the City Manager's administrative authority.

Substantial Staff Resources: City employee time or consultant services beyond routine administrative inquiries, including preparation of staff reports, financial analyses, legal memoranda, engineering reviews, policy research, presentations, or other work products requiring significant staff effort.

IV. PROCEDURES:

A. Initiation of Request

Any member of the City Council may request consideration of a future agenda item during the Future Agenda Items portion of a regular City Council meeting or at another appropriate time during a duly convened meeting.

B. Initial Consideration

Discussion at the time of the request shall be limited to whether the proposed item warrants expenditure of City resources and placement on a future agenda. Discussion regarding the merits of the proposed policy or action should occur only after the matter has been properly noticed for consideration at a future meeting.

C. Authorization

The City Manager shall not assign staff or otherwise authorize substantial expenditure of City resources in support of the requested agenda item unless the City Council, by majority vote or

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consensus during a duly convened meeting, directs that the item be scheduled for future consideration.

Upon receiving such direction, the City Manager shall determine the appropriate scheduling of the item based upon staffing capacity, legal requirements, fiscal impacts, operational priorities, and the overall City Council work program.

D. Existing Work Program

A separate City Council authorization shall not be required for matters that:

1. Have previously been directed by the City Council;
2. Are included within the adopted budget;
3. Are included within the City Council Strategic Plan or Work Plan;
4. Are required by federal, state, or local law;
5. Are necessary for the routine administration of City business; or
6. Are otherwise within the City Manager's authority under the Municipal Code.

E. Council Member Inquiries

Nothing in this policy prohibits individual Council Members from requesting factual information, legal guidance, status updates, explanations regarding existing City programs, or other inquiries permitted by Section 2.08.080 of the Sierra Madre Municipal Code.

If responding to an inquiry requires substantial staff research, policy development, or preparation of new work products, the City Manager or the City Attorney may defer the request and recommend that it be considered by the full City Council pursuant to this policy.

V. APPLICABILITY:

This policy applies to requests by individual Council Members that would require the City Attorney to undertake significant legal research or the City Manager to direct City staff or expend public resources in support of a proposed future agenda item.

This policy shall not supersede any requirement imposed by the Ralph M. Brown Act, state or federal law, the Sierra Madre Municipal Code, or any action previously authorized by the City Council.

VI. RESPONSIBILITY:

The Mayor, City Council, City Manager, City Attorney, City Clerk, and Department Directors are responsible for administering this policy.

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VII. ATTACHMENTS / REFERENCES:

Sierra Madre Municipal Code Chapter 2.08.080(A)

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