City of
Diamond Bar

City Council Agenda

Tuesday, May 7, 2024

Study Session 4:30 PM

Regular Meeting 6:30 PM

South Coast Air Quality Management District/Main Auditorium
21865 Copley Drive, Diamond Bar, CA 91765

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ANDREW CHOU
Council Member

RUTH M. LOW
Council Member

STEVE TYE
Council Member

STAN LIU
Mayor

CHIA TENG
Mayor Pro Tem

City Manager Dan Fox • City Attorney Omar Sandoval • City Clerk Kristina Santana

DIAMOND BAR CITY COUNCIL MEETING RULES

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PUBLIC INPUT

Members of the public may address the Council on any item of business on the agenda during the time the item is taken up by the Council. In addition, members of the public may, during the Public Comment period address the Council on any Consent Calendar item or any matter not on the agenda and within the Council's subject matter jurisdiction. Any material to be submitted to the City Council at the meeting should be submitted through the City Clerk.

Speakers are limited to five minutes per agenda item, unless the Mayor determines otherwise. The Mayor may adjust this time limit depending on the number of people wishing to speak, the complexity of the matter, the length of the agenda, the hour and any other relevant consideration. Speakers may address the Council only once on an agenda item, except during public hearings, when the applicant/appellant may be afforded a rebuttal.

Public comments must be directed to the City Council. A person who disrupts the orderly conduct of the meeting after being warned by the Mayor or the Mayor's designee that their behavior is disrupting the meeting, may result in the person being removed from the meeting.

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CITY OF DIAMOND BAR

CITY COUNCIL AGENDA

May 07, 2024

STUDY SESSION 4:30 P.M.

CC-08

Draft FY 2024/25 Capital Improvement Program Budget.

Public Comments

CALL TO ORDER: 6:30 p.m.

PLEDGE OF ALLEGIANCE: Mayor

INVOCATION: Pastor Floren"Tino" Cordova, Diamond Bar United Church of Christ

ROLL CALL: Chou, Low, Tye, Mayor Pro Tem Teng, Mayor Liu

APPROVAL OF AGENDA: Mayor

1. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS:

1.1 Certificate of Recognition to Girl Scout Troop 4874.

1.2 Small Business Month Proclamation.

Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's Office at 21810 Copley Dr., Diamond Bar, California, during normal business hours.

1.3 Public Service Recognition Week Proclamation.

2. CITY MANAGER REPORTS AND RECOMMENDATIONS:

3. PUBLIC COMMENTS:

"Public Comments" is the time reserved on each regular meeting agenda to provide an opportunity for members of the public to directly address the Council on Consent Calendar items or other matters of interest not on the agenda that are within the subject matter jurisdiction of the Council. Although the City Council values your comments, pursuant to the Brown Act, members of the City Council or Staff may briefly respond to public comments if necessary, but no extended discussion and no action on such matters may take place. There is a five-minute maximum time limit when addressing the City Council.

4. SCHEDULE OF FUTURE EVENTS:

4.1 Coffee with a Cop – May 4, 2024, 8:00 – 10:00 a.m., Good Time Donuts, 3220 S. Brea Canyon Road, Ste G.

4.2 Planning Commission Meeting – May 14, 2024, 6:30 p.m., online teleconference and City Hall Windmill Room, 21810 Copley Dr.

4.3 Free Catalytic Converter Etching – May 15, 2024, 9:00 – 11:00 a.m., Calvary Chapel Golden Springs, 22324 Golden Springs Dr.

4.4 Coffee with a Cop – May 18, 2024, 8:00 – 10:00 a.m., S & J Gran Café, 21050 Golden Springs Dr., Ste C104.

4.5 Mulch Giveaway – May 18, 2024, 8:00 a.m. – 12:00 p.m., Walnut Valley Water District, 271 S. Brea Canyon Road, Walnut, CA.

4.6 City Council Meeting – May 21, 2024, 6:30 p.m., online teleconference and SCAQMD Main Auditorium, 21865 Copley Dr.

5. CONSENT CALENDAR:

All items listed on the Consent Calendar are considered by the City Council to be routine and will be acted on by a single motion unless a Council Member or member of the public request otherwise, in which case, the item will be removed for separate consideration.

5.1 CITY COUNCIL MINUTES OF THE APRIL 16, 2024 REGULAR MEETING.

5.1.a April 16, 2024 City Council Regular Meeting Minutes

Recommended Action:

Approve the April 16, 2024 Regular City Council meeting minutes.

Requested by: City Clerk

5.2 RATIFICATION OF CHECK REGISTER DATED APRIL 10, 2024 THROUGH APRIL 30, 2024 TOTALING $1,085,047.75.

Recommended Action:

Ratify the Check Register.

Requested by: Finance Department

5.3 ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH PROCLAMATION.

Recommended Action:

Adopt the Proclamation declaring May as Asian American and Pacific Islander Heritage Month.

Requested by: City Manager

5.4 CONSULTING SERVICES AGREEMENT WITH THE SCANNING COMPANY FOR DOCUMENT SCANNING SERVICES.

Recommended Action:

Approve and authorize the City Manager to sign the Consulting Services Agreement with TSC LLC d.b.a. The Scanning Company for document scanning services through June 30, 2027.

Requested by: City Manager

5.5 PURCHASE OF TWO (2) HPE NETWORK SERVERS.

Recommended Action:

Approve and authorize the City Manager to issue a purchase order to GovConnection, Inc. for the purchase of two (2) HPE Servers in the not-to-exceed amount of $67,403.88.

Requested by: Information Systems

5.6 PUBLIC WORKS AGREEMENT WITH RITE-WAY ROOF CORPORATION FOR CITY HALL ROOF REHABILITATION PROJECT (FP 24505).

Recommended Action:

A. Determine that the Project is exempt from the California Environmental Quality Act pursuant to Section 15301 of the CEQA Guidelines;

B. Appropriate an additional $225,600 from the General Fund, for a total construction budget, including contingency, of $671,600;

C. Approve the proposed adjustment to the CIP budget and establish a Project Payment Account containing sufficient funds from the current fiscal year budget; and

D. Approve, and authorize the City Manager to sign, the Public Works Agreement with Rite-Way Roof Corporation in the amount of $584,000, plus a contingency amount of $87,600 (15%) for contract change orders to be approved by the City Manager, for a total authorization amount of $671,600.

Requested by: Public Works Department

5.7 PLANS AND SPECIFICATIONS FOR THE MAPLE HILL PARK/PLAYGROUND REPLACEMENT AND ADA UPGRADES PROJECT (PROJECT NO. FP23506).

Recommended Action:

A. Determine that approving the design and plans for the proposed project is exempt from the California Environmental Quality Act pursuant to Section 15301(a) and (c), and 15302 of the CEQA Guidelines; and

B. Adopt Resolution No. 2024-14 approving the design and plans for the Maple Hill Park/Playground Replacement and ADA Upgrades Project FP23506.

Requested by: Public Works Department

6. PUBLIC HEARINGS: NONE.

7. COUNCIL CONSIDERATION: NONE.

8. COUNCIL SUB-COMMITTEE REPORTS AND MEETING ATTENDANCE REPORTS/COUNCIL MEMBER COMMENTS:

9. ADJOURNMENT:

Agenda #: 1
Meeting Date: May 7, 2024

CITY COUNCIL STUDY SESSION REPORT

TO: Honorable Mayor and Members of the City Council

VIA: Daniel Fox, City Manager

FROM: Jason Jacobsen, Finance Director

TITLE: **DRAFT FY 2024/25 CAPITAL IMPROVEMENT PROGRAM BUDGET**

BACKGROUND:

Each year, the City prepares an annual Operating Budget and Capital Improvement Program (CIP) for City Council consideration that implements the Council's priorities and Strategic Plan Goals, and provides the financial resources to deliver services to the community. The preparation of the annual budget is a significant and important undertaking that takes place over the course of more than five months.

Below is the schedule for the preparation of the FY 2024/25 City Budget:

- Council Study Session on Draft FY 2024/25 CIP and Draft Five-Year CIP Review – Scheduled for 05/07/2024
- Council Study Session on Draft FY 2024/25 Operating Budget – Scheduled for 05/21/2024
- Adoption of the Proposed FY 2024/25 City Budget & CIP – Scheduled for 06/04/2024

The purpose of this budget study session is to provide the opportunity for the City Council to review the proposed projects in the Draft FY 2024/25 CIP budget. Additionally, staff is presenting the City Council with the Draft FY 2024/29 Five-Year CIP for review. Based on the direction provided by the Council, staff will incorporate the FY 2024/25 CIP budget and the Five-Year CIP list into the City's official budget document for consideration and adoption at the June 4, 2024, Council Meeting. As the City adopts budgets on an annual basis, only the FY 2024/25 CIP will be funded. The approved Five-Year CIP will be looked to for guidance as staff prepares future budget requests, and will provide the basis for further discussions on long-term funding priorities and needs to advance these and other unfunded projects. The Draft FY2024/25 CIP and Draft FY 2024/29 Five-Year CIP are presented in detail in Attachments 1 and 3, respectively.

DISCUSSION:

The Draft FY 2024/25 CIP budget includes eight (8) new projects totaling $14.3 million. Some proposed projects have already received funding for the design phase in FY 2023/24 and are now proposed to move to the construction phase.

The Draft FY 2024/25 CIP encompasses five project categories and represents an expenditure increase of 18.4% when compared to the Adopted CIP for FY 2023/24. The full itemized project list, with funding sources, is included in Attachment 1.

CIP Program Year-Over-Year		Adopted FY 2023/24		Proposed FY 2024/25	% Change
Street Improvements	$	9,720,464	$	13,356,189	37%
Traffic Mgmnt./Safety Improv.		64,000		64,000	0%
Transportation Infrastructure Improvements		336,500		-	-100%
Misc. PW Improvements		300,000		380,000	27%
Facilites, Parks and Rec. Improv.		1,610,000		450,000	-72%
Total	**$**	**12,030,964**	**$**	**14,250,189**	**18.4%**

As the Council will recall, the CIP for FY 2023/24 was ambitious and represented an increase of 18% year-over-year, with new projects proposed for streets, parks, facilities, transportation, traffic and miscellaneous improvements, many of which are still on-going (see Attachment 2). Likewise, the Draft FY 2024/25 CIP builds on last year's program and recommends a year-over-year increase in Capital Improvement expenditures in the amount of $2.2 million.

The Diamond Bar Blvd Complete Street Project is the most significant new project proposed at an estimated $9.3 million. This project is primarily grant funded and will serve as an early implementation public project that will act as a catalyst for the transformation of the Town Center area into a pedestrian-oriented mixed-use "downtown".

Proposed reductions in street resurfacing projects for FY 2024/25 are due to the spending down of accumulated restricted reserves (e.g. Road Maintenance & Rehabilitation Act Fund) during FY 2023/24 that were realized in these funds as a result of unspent allocations during the pandemic period.

The Draft FY 2024/25 CIP presented to the City Council for discussion this evening proposes to utilize one-time General Fund savings for the design of prioritized improvements proposed for Ronald Regan and Sycamore Canyon Parks in the amount of $450 thousand (a decrease of $650 thousand from last year). Other funding sources proposed for the remainder of the requested projects amount to $13.8 million (see Attachment 1).

Proposed CIPs for FY 2024/25 - Total Budget Request: $14,250,189

Project No.	Street Improvements: $13,356,189
SI25105	Arterials -Lemon Ave (SR60 to Northerly City Limit); Brea Cyn Cutoff (SR57 to Westerly City Limit) (Const.)
SI25101	Residential and Collector Street Rehab - Area 4 (Const.)
SI25104	CDBG Area 5 ADA Curb Ramp Project (Const.)
SI25106	Diamond Bar Blvd Complete Street Project (Const.)

Project No.	Traffic Management/Safety Projects: $64,000
TM25201	Battery Back-Up and CCTV Replacement Program (Construction)

Project No.	Transportation Infrastructure Improvements: $0
N/A	None.

Project No.	Miscellaneous Public Works Improvements: $380,000
PW25403	Installation of Full Capture Devices on Stormwater Catch Basin for Trash Amendment Compliance - Phase 1

Project No.	Facilities, Parks and Rec Improvements: $450,000
FP25507	Ronald Reagan Park Pickleball Court, Playground and ADA (Design)
FP25508	Sycamore Canyon Park Lower Bridge Replacement Options (Design)

Completed CIPs in FY 2023/24

Of the 30 capital improvement projects underway at the start of FY 2023/24, 10 of which were new to FY 2023/24, a total of fourteen (14) are anticipated to be completed by the end of FY 2023/24, and sixteen (16) projects will be carried over to FY 2024/25, see Attachment 2 for details.

The Draft FY 2024/25 CIP budget is scheduled to be reviewed for consistency with the City's General Plan at the May 14, 2024 Planning Commission meeting.

Attachments:

1. 1.a Draft FY24-25 Capital Improvement Program
2. 1.b FY23-24 Capital Improvment Program Status
3. 1.c Draft 5-Year Capital Improvement Program FYs 25-29

DRAFT FY 2024/25 CAPITAL IMPROVEMENT PROGRAM BUDGET

1.a

CITY OF DIAMOND BAR CALIFORNIA

Street Improvement Projects

Funding Sources:

Project #	Phase	Project Description	Status	FY 24/25 Budget Request	TDA C6 Grant	Surface Transp. Prog. Local (STPL)	MSP Grant	(201) Measure W	(202) RMRA	(203) Measure M	(204) Measure R Local Return	(206) Prop A	(207) Prop C	(209) TDA	(252) Hauler Fees	(225) CDBG
SI23101	DESIGN	Residential and Collector Street Rehab.- Area 3, 4, 5 (Design) Arterial Street Rehab - 3 Locations (Design) CDBG Curb Ramp - Area 3, 4, 5 (Design)	Ongoing- No New Request	$ -												
SI24101	CONSTRUCT	Residential and Collector Street Rehab - Area 3 (Const.)	Ongoing- No New Request	$ -												
SI24103	CONSTRUCT	Arterial Street Rehab (Const.) -Golden Springs Dr from Grand Ave to Temple Ave -Grand Ave from Diamond Bar Blvd to East City Limits -Gateway Center, Copey Dr, Bridgegate Dr	Ongoing- No New Request	$ -												
SI25105	CONSTRUCT	Arterials Street Pavement Rehabilitation -Lemon Ave (SR60 to City Limit); Brea Cyn Cutoff (SR57 to City Limit)	NEW	$ 1,500,000					$ 900,000				$ 600,000			
SI25101	CONSTRUCT	Residential and Collector Street Rehab - Area 4 (Const.)	NEW	$ 2,450,000					$ 400,000	$ 950,000	$ 850,000				$ 250,000	
SI25104	CONSTRUCT	CDBG Area 5 ADA Curb Ramp Project (Const.)	NEW	$ 164,189												$ 164,189
SI25106	CONSTRUCT	Diamond Bar Blvd Complete Street Project Construction	NEW	$ 9,242,000	$ 3,936,000	$ 1,165,000	$ 2,985,000	$ 456,000				$ 600,000		$ 100,000		
SI24104	CONSTRUCT	CDBG Area 4 ADA Curb Ramp Project (Const.)	Ongoing- No New Request	$ -												
		Total - Street Improvement Projects		**$ 13,356,189**	**$ 3,936,000**	**$ 1,165,000**	**$ 2,985,000**	**$ 456,000**	**$ 1,300,000**	**$ 950,000**	**$ 850,000**	**$ 600,000**	**$ 600,000**	**$ 100,000**	**$ 250,000**	**$ 164,189**

Traffic Management/Safety Projects

Funding Sources:

Project #	Phase	Project Description	Status	FY 24/25 Budget Request	(207) Prop C	(203) Measure M	(205) Gas Tax				
TM25201	ALL	Battery Back-Up and CCTV Replacement Program FY24/25	NEW	$ 64,000	$ 64,000						
		Total - Traffic Management/Safety Projects		**$ 64,000**	**$ 64,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Transportation Infrastructure Improvements

Funding Sources:

Project #	Phase	Project Description	Status	FY 24/25 Budget Request	(207) Prop C	Foothill Transit Grant (45030)	(206) Prop A	HSIP Grant (CalTrans)	(209) TDA		
TI24301	CONSTUCT	Intersection Safety Improvements (Constr.)	Ongoing- No New Request	$ -							
		Total-Transportation Infrastructure Improvements		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Miscellaneous Public Works Improvements

Funding Sources:

Project #	Phase	Project Description	Status	FY 24/25 Budget Request	(201) Measure W	MSP Grant	(203) Measure M	(207) Prop C	(206) Prop A	(209) TDA	
PW25403	ALL	Full Capture Devices on Stormwater Catchbasin for Trash Amendment Compliance - Phase 1	NEW	$ 380,000	$ 380,000						
PW23402	ALL	Grand Avenue Median Drainage Improvement Project (Design and Const.)	Ongoing - No New Request	$ -							
PW23403	CONSTRUCT	Brea Canyon Storm Drain Lining Project (800 ft between DB Church and GSD)	Ongoing - No New Request	$ -							
PW24401	ALL	Steep Canyon Erosion Control and Sedimentation Prevention (Design & Const.)	Ongoing - No New Request	$ -							
		Total - Miscellaneous PW Improvements		**$ 380,000**	**$ 380,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	

Facilities, Parks and Rec Improvements

Funding Sources:

Project #	Phase	Project Description	Status	FY 24/25 Budget Request	(100) General Fund	Habitat Conserv Grant (43110)	(262) Park Development	(504) Building & Facilities Fund	(201) Measure W	(261) Measure A	PEG Fees
FP25507	DESIGN	Ronald Reagan Park Pickleball Court, Playground and ADA (Design)	NEW	$ 300,000	$ 300,000						
FP25508	DESIGN	Sycamore Canyon Park Lower Bridge Replacement Options (Design)	NEW	$ 150,000	$ 150,000						
FP24500	CONSTRUCT	DBC GVBR Lighting & Controls Upgrade (Const.)	Ongoing - No New Request	$ -							
FP24501	CONSTRUCT	DBC Main Entry/Doors & ADA Improvements (Const.)	Ongoing - No New Request	$ -							
FP23504	CONSTRUCT	City Hall Cable Channel Broadcast and A/V Equipment Upgrade (Const.)	Ongoing - No New Request	$ -							
FP23503	CONSTRUCT	Pantera Park Hard Court Rehab and LED Retrofit Project (Design & Const.)	Ongoing - No New Request	$ -							
FP23506	ALL	Maple Hill Park Playground/Restroom Replacement and ADA Upgrades	Ongoing - No New Request	$ -							
FP22501	CONSTRUCT	DBC AC Replacement & Air Quality Upgrades (Const.)	Ongoing - No New Request	$ -							
FP24502	DESIGN	Heritage Park Renovation Phases 1 and 2 (Design)	Ongoing - No New Request	$ -							
FP24505	CONSTRUCT	City Hall Roof Rehabilitation/Solar System Removal and Reinstallation	Ongoing - No New Request	$ -							
		Total - Facilities, Parks and Rec Improvements		**$ 450,000**	**$ 450,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Total FY 2024/25 Capital Improvement Program (NEW REQUEST)	**$ 14,250,189**
Total FY 2023/24 Carryover Projects (i.e. ongoing projects)	**$ 16,006,632**
Grand Total	**$ 30,256,821**

*see below and Draft Five-Year CIP Program for further information

DIAMOND BAR CALIFORNIA

DRAFT FY 2024/25 CAPITAL IMPROVEMENT PROGRAM BUDGET

Fund #	Funding Source Totals		FY 24/25 Request		Listed Projects Lifetime
100	General Fund	$	450,000	$	3,186,670
201	Measure W	$	836,000	$	1,540,972
202	RMRA (SB-1)	$	1,300,000	$	5,350,000
203	Measure M	$	950,000	$	2,530,000
204	Measure R	$	850,000	$	2,025,000
205	Gas Tax	$	-	$	400,000
206	Prop A	$	600,000	$	650,000
207	Prop C	$	664,000	$	3,616,100
209	SB 821 Fund - Bike and Pedestrian P	$	100,000	$	133,650
251	AB2766	$	-	$	-
225	CDBG	$	164,189	$	309,653
252	Hauler Fees	$	250,000	$	500,000
261	Measure A	$	-	$	-
262	Park Development	$	-	$	1,217,600
504	Building & Facilities Maintenance F	$	-	$	-
-	HSIP Grant	$	-	$	302,850
-	PEG Fees	$	-	$	408,326
-	(201)Measure W	$	3,936,000	$	3,936,000
-	MSP Grant	$	2,985,000	$	2,985,000
-	STPL	$	1,165,000	$	1,165,000
301-45030	Foothill Transit Grant	$	-	$	-
301-43110	Habitat Conservation Grant	$	-	$	-
	Total	**$**	**14,250,189**	**$**	**30,256,821**

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Draft FY 2024/25 CIP Program Totals by Type		
Street Improvements	$	13,356,189
Traffic Management/Safety Improvements		64,000
Transportation Infrastructure Improvements		-
Miscellaneous Public Works Improvements		380,000
Facilites, Parks and Rec. Improvements		450,000
Total	**$**	**14,250,189**

FY2023/24 CAPITAL IMPROVEMENT PROGRAM STATUS

Attachment 2

Street Improvement Projects

Project #	Phase	Project Description	Budget	Start Date	Completion Date	Est. Status @ 6/30/2024	Notes
SI23101	DESIGN	Residential and Collector Street Rehab. Area 3, 4, 5 Arterial Streets Rehab - Per PMP CDBG Curb Ramp - Area 3, 4, 5	$ 380,000	March 2023	June 2025	**Carry Forward**	3-Year Design Proj.
SI23102	CONSTRUCT	Residential and Collector Street Rehab - Area 2	$ 2,151,620	April 2023	Oct 2023	Completed	NOC is Filed- Project Closed.
SI24101	CONSTRUCT	Residential and Collector Street Rehab - Area 3	$ 3,944,600	April 2024	Aug 2024	**Carry Forward**	Contract awarded.
SI23103	CONSTRUCT	Arterial Street Rehab (Golden Springs from Brea Canyon to Grand Ave.)	$ 2,070,000	April 2023	Oct 2023	Completed	NOC is Filed- Project Closed.
SI24103	CONSTRUCT	Arterial Street Rehab -Golden Springs Dr from Grand Ave to Temple Ave -Grand Ave from DBB to East City Limits -Gateway Center, Copey Dr, Bridgegate Dr	$ 6,314,000	April 2024	Aug 2024	**Carry Forward**	Contract awarded.
SI24104	CONSTRUCT	CDBG Area 4 ADA Curb Ramp Project	$ 145,464	May 2024	July 2024	**Carry Forward**	Bidding underway.
SI23104	CONSTRUCT	CDBG Area 3 ADA Curb Ramp Project	$ 195,916	March 2023	Oct 2023	Completed	NOC is Filed- Project Closed.
			$ 15,201,600.05				

Traffic Mgmnt/Safety Projects

Project #	Phase	Project Description	Budget	Start Date	Completion Date	Est. Status @ 6/30/2024	Notes
TM22201	ALL	Battery Back-Up and CCTV Replacement Program	$ 43,975	Jan 2023	June 2023	Completed	NOC is Filed. Project closed.
TM24201	ALL	Battery Back-Up and CCTV Replacement Program	$ 55,495	April 2024	June 2024	Completed	NOC pending
TM23201	ALL	LED Illuminated Street Name Sign and Highway Safety Light Replacement	$ 984,735	Nov 2022	Nov 2023	Completed	NOC is Filed- Project Closed.
			$ 1,084,205				

Transportation Infra. Improvements

Project #	Phase	Project Description	Budget	Start Date	Completion Date	Est. Status @ 6/30/2024	Notes
TI24301	CONSTUCT	Intersection Safety Improvements	$ 336,500	March 2024	Sept 2024	**Carry Forward**	Design underway
			$ 336,500				

FY2023/24 CAPITAL IMPROVEMENT PROGRAM STATUS

Attachment 2

Misc. Public Works Improvements

Project #	Phase	Project Description	Budget	Start Date	Completion Date	Est. Status @ 6/30/2024	Notes
PW17400	DESIGN	Diamond Bar Blvd Complete Street	$ 550,000	Dec 2023 (re-design)	June 2024	Completed	Design underway
PW18400	CONSTRUCT	Grand/GSD Intersection Enhancement	$ 1,397,360	Feb 2021	June 2024	Completed	
PW23401	CONSTRUCT	Groundwater Drainage Improvements-Phase 4 & 5 (Copley & Moonlake)	$ 530,000	Sept 2023	May 2024	Completed	NOC pending
PW23402	ALL	Grand Avenue Median Drainage Improvement Project	$ 73,472	April 2024	Aug 2024	**Carry Forward**	Contract awarded
PW23403	CONSTRUCT	Brea Canyon Storm Drain Lining Project (800 ft between DB Church and GSD)	$ 150,000	May 2024	July 2024	**Carry Forward**	Design underway
PW24401	ALL	Steep Canyon Erosion Control and Sedimentation Prevention	$ 300,000	Sept 2023	Sept 2024	**Carry Forward**	Design completed. Construction bidding underway pending permit from Resource Agencies
			$ 3,000,832				

Facilities, Parks & Rec Improvements

Project #	Phase	Project Description	Budget	Start Date	Completion Date	Est. Status @ 6/30/2024	Notes
FP17500	CONSTRUCT	Canyon Loop Trail	$ 1,096,123	Aug 2022	Sept 2023	Completed	Construction complete, Habitat restoration ongoing through 2029
FP23500	DESIGN	DBC GVBR Lighting & Controls Upgrade	$ 24,300	May 2023	Feb 2024	Completed	
FP24500	CONSTRUCT	DBC GVBR Lighting & Controls Upgrade	$ 330,000	Nov 2024	June 2025	**Carry Forward**	Constructoin to start next fiscal year
FP23501	DESIGN	DBC Main Entry/Doors & ADA Improvements	$ 70,300	May 2023	Feb 2024	Completed	
FP24501	CONSTRUCT	DBC Main Entry/Doors & ADA Improvements	$ 310,000	Nov 2024	June 2025	**Carry Forward**	Constructoin to start next fiscal year
FP23503	CONSTRUCT	Pantera Park Hard Court Rehab and LED Retrofit Project	$ 270,000	May 2024	Aug 2024	**Carry Forward**	Design compled. Bidding underway
FP23504	CONSTRUCT	City Hall Cable Channel Broadcast and A/V Equipment Upgrade	$ 408,326	Sep 2023	April 2025	**Carry Forward**	Contract awarded
FP23505	DESIGN	City Hall Roof Rehabilitation/Solar System Removal and Reinstallation	$ 19,000	May 2023	Jul 2023	Completed	
FP24505	CONSTRUCT	City Hall Roof Rehabilitation/Solar System Removal and Reinstallation	$ 470,000	May 2024	July 2024	**Carry Forward**	Contract awarded
FP23502	CONSTRUCT	Sportfield Lighting Control Link	$ 117,600	March 2023	Sept 2023	Completed	
FP23506	All	Maple Hill Park Playground/Restroom Replacement and ADA Upgrades	$ 717,600	May 2023	June 2025	**Carry Forward**	Bids advertised May 2024
FP22501	CONSTRUCT	DBC AC Replacement & Air Quality Upgrades	$ 1,356,670	Dec 2023	Dec 2024	**Carry Forward**	Construction underway
FP24502	DESIGN	Heritage Park Renovation Phases 1 and 2	$ 500,000	Aug 2023	July 2024	**Carry Forward**	Design underway

ATTACHME 1.c
Rev: 5/1/2024

DRAFT 5-YEAR CIP PROGRAM

5-YEAR CIP PROGRAM FY 24-25 TO FY 28-29

Project #	Project Description	* Priority	** Potential Funding Sources	Total Project Budget Request	Potential Funding Gap	FY 23-24 Cont'd to FY 24-25	NEW Proposed FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Unscheduled Projects Pending Funding
Street Improvement Projects												
SI23104	CDBG Area 3 ADA Curb Ramp Project	2	CDBG	$ -	None	COMPLETED						
SI23102	Residential and Collector Street Rehab.- Area 2 (Const.)	2	SB1, MM, MR, GT, HF	$ -	None	COMPLETED						
SI23103	Arterial Street Rehab (Golden Springs from Brea Canyon to Grand) (Const.)	1	SB1, MM, MR, GT, HF, PA, PC	$ -	None	COMPLETED						
SI23101	Residential and Collector Street Rehab.- Area 3, 4, 5 (Design) Arterial Street Rehab - 3 Locations (Design) [Locations Pending PMS Update] CDBG Curb Ramp - Area 3, 4, 5 (Design)	1	SB1, MM, MR, GT, HF, PA, PC	$ 380,000	None	$ 380,000						
SI24101	Residential and Collector Street Rehab.- Area 3 (Const.)	2	SB1, MM, MR, GT, HF	$ 3,944,600	None	$ 3,944,600						
SI24103	Arterial Street Rehab (-Golden Springs Dr from Grand Ave to Temple Ave -Grand Ave from Diamond Bar Blvd to East City Limits -Gateway Center, Copey Dr, Bridgegate Dr) (Const.)	1	SB1, MM, MR, GT, HF, PA, PC	$ 6,314,000	None	$ 6,314,000						
SI24104	CDBG Area 4 ADA Curb Ramp Project (Conr.)	2	CDBG	$ 145,464	None	$ 145,464						
SI25101	Residential and Collector Street Rehab.- Area 4 (Const.)	2	SB1, MM, MR, GT, HF	$ 2,450,000	None		$ 2,450,000					
SI25104	CDBG Area 5 ADA Curb Ramp Project	2	CDBG	$ 164,189	None		$ 164,189					
SI25105	Arterial Street Rehab (Const.) -Lemon Ave (SR60 to City Limit); Brea Cyn Cutoff (SR57 to City Limit)	1	SB1, MM, MR, GT, HF, PA, PC	$ 1,500,000	None		$ 1,500,000					
SI25106	Diamond Bar Blvd. Complete Streets (GSD - 60FWY)-Construction	1	GRANT, MM, MR, MW, PA, SPA, PC, WH, GT, TM, SB1, STP-L	$ 9,242,000	$ 2,500,000		$ 9,242,000					
NEW	Arterial Street Rehab (Const.)	1	SB1, MM, MR, GT, HF, PA, PC	$ 9,270,000	$ 8,770,000			$ 9,270,000				
NEW	Residential and Collector Street Rehab.- Area 5 (Const.)	2	SB1, MM, MR, GT, HF	$ 4,120,000	$ 620,000			$ 4,120,000				
NEW	Residential and Collector Street Rehab.- Area 6, 7, 1 (Design) Arterial Street Rehab - 3 Locations (Design) CDBG Curb Ramp - Area 6, 7, 1 (Design)	1	SB1, MM, MR, GT, HF	$ 500,000	$ 150,000			$ 500,000				
NEW	CDBG Area 6 ADA Curb Ramp Project	2	CDBG	$ 140,000	None			$ 140,000				
NEW	Arterial Street Rehab (Location pending) (Const.)	1	SB1, MM, MR, GT, HF, PA, PC	$ 9,548,100	$ 9,048,100				$ 9,548,100			
NEW	Residential and Collector Street Rehab.- Area 6 (Const.)	2	SB1, MM, MR, GT, HF	$ 4,243,600	$ 743,600				$ 4,243,600			
NEW	CDBG Area 7 ADA Curb Ramp Project	2	CDBG	$ 140,000	None				$ 140,000			
NEW	Arterial Street Rehab (Location pending) (Const.)	1	SB1, MM, MR, GT, HF, PA, PC	$ 9,834,543	$ 4,500,000					$ 9,834,543		
NEW	Residential and Collector Street Rehab.- Area 7 (Const.)	2	SB1, MM, MR, GT, HF	$ 4,370,908	$ 500,000					$ 4,370,908		
NEW	CDBG Area 1 ADA Curb Ramp Project	2	CDBG	$ 140,000	None					$ 140,000		
NEW	Arterial Street Rehab (Location pending) (Const.)	1	SB1, MM, MR, GT, HF, PA, PC	$ 10,200,000	$ 9,700,000						$ 10,200,000	
NEW	Residential and Collector Street Rehab.- Area 1 (Const.)	2	SB1, MM, MR, GT, HF	$ 4,502,035	$ 1,002,035						$ 4,502,035	
NEW	Residential and Collector Street Rehab.- Area 2,3,4 (Design) Arterial Street Rehab - 3 Locations (Design) CDBG Curb Ramp - Area 2,3,4 (Design)	1	SB1, MM, MR, GT, HF	$ 650,000	$ 300,000						$ 650,000	
NEW	CDBG Area 2 ADA Curb Ramp Project	2	CDBG	$ 140,000	None						$ 140,000	
	SubTotal - Street Improvement Projects			**$ 81,939,439**	**$ 37,833,735**	**$ 10,784,064**	**$ 13,356,189**	**$ 14,030,000**	**$ 13,931,700**	**$ 14,345,451**	**$ 15,492,035**	**$ -**

DRAFT 5-YEAR CIP PROGRAM

5-YEAR CIP PROGRAM FY 24-25 TO FY 28-29

Project #	Project Description	* Priority	** Potential Funding Sources	Total Project Budget Request	Potential Funding Gap	FY 23-24 Cont'd to FY 24-25	NEW Proposed FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Unscheduled Projects Pending Funding
Traffic Management/Safety Projects												
TM22201	Battery Back-Up and CCTV Replacement Program	1	PC	$ 268,000	None	COMPLETED	$ 64,000	$ 66,000	$ 68,000	$ 70,000	$ -	
TM23201	LED Illuminated Street Name Sign and Highway Safety Light Replacement (Design and Construction)	1	GF, MM	$ -	None	COMPLETED						
	SubTotal - Traffic Management/Safety Projects			**$ 268,000**	**$ -**	**$ -**	**$ 64,000**	**$ 66,000**	**$ 68,000**	**$ 70,000**	**$ -**	**$ -**
Transportation Infrastructure Improvements												
TI24301	Intersection Safety Improvement (Construction)	3	HSIP, TDA	$ 336,500	None	$ 336,500						
TI18300	Lemon Avenue Quiet Zone (To be Implemented in FY27 due to agreement needed with UPRR)	1	PC	$ 80,000	None				$ 80,000			
	SubTotal - Transportation Infrastructure Improvements			**$ 416,500**	**$ -**	**$ 336,500**	**$ -**	**$ -**	**$ 80,000**	**$ -**	**$ -**	**$ -**
Miscellaneous PW Improvements												
PW18400	Grand/GSD Intersection Enhancement	1	SB1, MM, PC, TM, TDA,	$ -	None	COMPLETED						
PW23402	Grand Avenue Median Drainage Improvement Project (Design and Construction)	1	MW	$ 73,472	None	$ 73,472						
PW23401	Groundwater Drainage Improvements-Phase 4 & 5 (Copley & Moonlake) (Const.)	2	MW	$ -	None	COMPLETED						
PW23403	Brea Canyon Storm Drain Lining Project	2	MR	$ 150,000	None	$ 150,000						
PW24401	Steep Canyon Erosion Control and Sedimentation Prevention (Design & Const.)	2	MW	$ 300,000	None	$ 300,000						
nder SI2410	Groundwater Drainage Improvements-Phase 6 (Cold Springs Lane @ South of Diamond Ridge)	2	MW	$ -	None	Under SI24101						
PW17400	Diamond Bar Blvd. Complete Streets (GSD - 60FWY)-(Design)	1	GF	$ -	None	COMPLETED						
PW25403	Full Capture Devices on Stormwater Catchbasin for Trash Amendment Compliance	2	MW	$ 780,000	None		$ 380,000	$ 400,000				
NEW	City Entry Monument and Median Improvements (Lemon Ave.) Design	5	GF	$ 100,000	$ 100,000			$ 100,000				
NEW	City Entry Monument and Median Improvements (Lemon Ave.) Construction	5	GF	$ 750,000	$ 750,000			$ 750,000				
NEW	City Entry Monument and Parkway Improvements (Brea Canyon Road) Design	5	GF	$ 100,000	$ 100,000			$ 100,000				
NEW	City Entry Monument and Parkway Improvements (Brea Canyon Road) Construction	5	GF	$ 750,000	$ 750,000			$ 750,000				
NEW	Groundwater Drainage Improvements-Phase 7 (Cleghorn Drive @ North of Gold Nugget)	2	MW	$ 350,000	None				$ 350,000			
	SubTotal -Miscellaneous PW Improvements			**$ 3,353,472**	**$ 1,700,000**	**$ 523,472**	**$ 380,000**	**$ 2,100,000**	**$ 350,000**	**$ -**		**$ -**

DRAFT 5-YEAR CIP PROGRAM

5-YEAR CIP PROGRAM FY 24-25 TO FY 28-29

Project #	Project Description	* Priority	** Potential Funding Sources	Total Project Budget Request	Potential Funding Gap	FY 23-24 Cont'd to FY 24-25	NEW Proposed FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Unscheduled Projects Pending Funding
Facilites, Parks and Rec Improvements												
FP17500	Canyon Loop Trail (Const.)	1	MW, HC, MA	$ -	None	COMPLETED						
FP22501	DBC AC Replacement & Air Quality Upgrades (Construction)	1	504, GF	$ 1,356,670	None	$ 1,356,670						
FP23504	City Hall Cable Channel Broadcast and A/V Equipment Upgrade (Construction)	1	PEG	$ 408,326	None	$ 408,326						
FP23501	DBC Main Entry/Doors & ADA Improvements (Design)	2	GF	$ -	None	COMPLETED						
FP23500	DBC GVBR Lighting and AV Upgrades (Design)	3	GF	$ -	None	COMPLETED						
FP23505	City Hall Roof Rehabilitation/Solar System Removal and Reinstallation (Design)	2	GF	$ -	None	COMPLETED						
FP23506	Maple Hill Park Playground/Restroom Replacement and ADA Upgrades (Design and Construction)	4	MA, GF, GRANT, PI	$ 717,600	None	$ 717,600						
FP24501	DBC Main Entry/Doors & ADA Improvements (Construction)	2	GF	$ 310,000	None	$ 310,000						
FP24505	City Hall Roof Rehabilitation/Solar System Removal and Reinstallation (Const)	2	504, GF	$ 470,000	None	$ 470,000						
FP24500	DBC GVBR Lighting and AV Upgrades (Const.)	3	504, 503, GF	$ 330,000	None	$ 330,000						
FP24502	Heritage Park Renovation Phases 1 and 2 (Design)	3	PD	$ 500,000	None	$ 500,000						
FP23503	Pantera Park Hard Courts	3	GF	$ 270,000		$ 270,000						
FP25508	Sycamore Canyon Park Lower Bridge Replacement (Design)	3	GF, MW, CDBG	$ 150,000	None		$ 150,000					
FP25507	Ronald Reagan Park Pickleball Court, Playground Replacement, Restrooms, and ADA Upgrades (Design)	5	MA, GF, PD	$ 300,000	None		$ 300,000					
NEW	Sycamore Canyon Park Lower Bridge Replacement (Construction)	3	GF, MW, CDBG	$ 500,000	$ 500,000			$ 500,000				
NEW	Ronald Reagan Park Pickleball Court and ADA Upgrades (Construction)	3	MA, GF, PD	$ 1,500,000	$ 1,500,000			$ 1,500,000				
NEW	Ronald Reagan Park Playground Replacement (Construction)	3	MA, GF, PD	$ 1,300,000	$ 1,500,000				$ 1,300,000			
NEW	Summitridge Park Band Shelter (Design and Construction)	3	GF	$ 2,000,000	$ 2,000,000				$ 2,000,000			
NEW	DBC Patio/Outdoor Renovations	5	GF	$ 750,000	$ 750,000				$ 750,000			
NEW	DBC Library Pad Renovations	5	GF	$ 1,000,000	$ 1,000,000				$ 1,000,000			
NEW	DBC Exterior Paint	4	GF	$ 250,000	$ 250,000					$ 250,000		
NEW	Civic Center Carpet Replacement	4	GF	$ 1,000,000	$ 1,000,000					$ 1,000,000		
NEW	Dog Park Lighting (Design)	5	GF	$ 150,000	$ 150,000						$ 150,000	
NEW	Dog Park Lighting (Construction)	5	GF	$ 550,000	$ 550,000							$ 550,000
NEW	Sunset Crossing Park (Construction)	3	GF, Grant, MW	$ 13,500,000	$ 13,500,000							$ 13,500,000
NEW	Heritage Park Upgrades (Const.)	2	GF, 504	$ 15,000,000	$ 15,000,000							$ 15,000,000
NEW	Peterson Park Upgrades (Design)	4	Q, GRANT	$ 250,000	$ 250,000							$ 250,000
NEW	Peterson Park Upgrades (Const.)	4	Q, GRANT	$ 2,000,000	$ 2,000,000							$ 2,000,000
NEW	Musco LED Upgrade (per site)	4	GF	$ 650,000	$ 650,000							$ 650,000
NEW	Parking Lot LED Upgrade (all facilities)	4	GF	$ 250,000	$ 250,000							$ 250,000
NEW	Pantera Park, New Restroom by Courts	5	GF	$ 1,500,000	$ 1,500,000							$ 1,500,000
	SubTotal - Facilites, Parks and Rec Improvements			**$ 46,962,596**	**$ 42,350,000**	**$ 4,362,596**	**$ 450,000**	**$ 2,000,000**	**$ 5,050,000**	**$ 1,250,000**	**$ 150,000**	**$ 33,700,000**
				5-Yr Program Total FY 23-24 to 27-28	**5-Yr Program Funding Gap**	**FY 23-24 Cont'd to FY 24-25**	**FY 24-25**	**FY 25-26**	**FY 26-27**	**FY 27-28**	**FY 28-29**	**Unscheduled Projects Pending Funding**
			Grand Totals:	**$ 132,940,007**	**$ 81,883,735**	**$ 16,006,632**	**$ 14,250,189**	**$ 18,196,000**	**$ 19,479,700**	**$ 15,665,451**	**$ 15,642,035**	**$ 33,700,000**

CITY OF DIAMOND BAR CALIFORNIA

DRAFT 5-YEAR CIP PROGRAM

5-YEAR CIP PROGRAM FY 24-25 TO FY 28-29

Project #	Project Description	* Priority	** Potential Funding Sources	Total Project Budget Request	Potential Funding Gap	FY 23-24 Cont'd to FY 24-25	NEW Proposed FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Unscheduled Projects Pending Funding

** Funding Sources 5-Year CIP Program

	Description	Planned On-Going & One-Time Resources
GF	General Fund Reserves	
SPA	Sale of Prop A Funds	
SB1	RMRA (SB-1)	
MM	Measure M	
MR	Measure R	
GT	Gas Tax Fund	
PA	Prop A	
PC	Prop C	
TM	Traffic Mitigation (Private Developer Fair Share)	
SI	Sewer Improvement Fund	
AB2766	Air Quality Improvement Fund	
TDA	SB 821 Fund - Bike and Pedestrian Paths (TDA) Article 3 (METRO)	
MTA	MTA Grants	
WH	Waste Hauler Fund	
Q	Quimby	
PD	Park Development Fund	
CDBG	Community Development Block Grant Funds	
MA	Measure A	
HC	Habitat Conservation Grant	
FEMA	Federal Emergency Management Agency	
MSRC	Mobile Source Air Pollution Grant	
MW	Measure W - Safe, Clean Water Act	
FT	Foothill Transit Grant	
SCE	Southern California Edison Grant	
540	Internal Service Fund - (540) Building Facility & Maintenance Fund	
530	Internal Service Funds - (530) Equipment Maintenance & Replacement Fund	
STP-L	Federal Surface Transportation Program - Local	
HSIP Grant	CA Highway Safety Improvement Prog. Grant	

Black - Annual revenue source
Red - One-time, non-annual revenue source

* Priority & Funding Gap Totals

Priority	Total 5-Year CIP Program	Total 5-Year Funding Gap
1 Mandatory	$ 59,625,111	$ 34,968,100
2 Needed: If Delayed Will Cost More to Fix	$ 41,860,796	$ 17,865,635
3 Enhancement: Improve Amenity	$ 20,386,500	$ 19,000,000
4 Desirable: May be Delayed	$ 5,117,600	$ 4,400,000
5 A Luxury Item	$ 5,950,000	$ 5,650,000
TOTAL	**$ 132,940,007**	**$ 81,883,735**

LEGEND

- **Authorized - Carryover to Next FY 24-25**
- **Authorized - To be Completed in FY 23-24**
- **Request for the Next FY 24-25**
- **Proposed for Future FY's 25-26 to 28-29**
- **Unscheduled - Pending Funding/Timing**

Agenda #: *5.1*
Meeting Date: *May 7, 2024*

CITY OF DIAMOND BAR INCORPORATED 1989

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **CITY COUNCIL MINUTES OF THE APRIL 16, 2024 REGULAR MEETING.**

STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Approve the April 16, 2024 Regular City Council meeting minutes.

FINANCIAL IMPACT:

None.

BACKGROUND/DISCUSSION:

Minutes have been prepared and are being presented for approval.

PREPARED BY:

Kristina Santana

Kristina Santana, City Clerk 5/7/2024

REVIEWED BY:

Ryan McLean

Ryan McLean, Assistant City Manager 4/22/2024

Attachments:

1. 5.1.a April 16, 2024 City Council Regular Meeting Minutes

CITY OF DIAMOND BAR
MINUTES OF THE CITY COUNCIL REGULAR MEETING
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT/MAIN AUDITORIUM
21865 COPLEY DRIVE, DIAMOND BAR, CA 91765
APRIL 16, 2024

CALL TO ORDER: Mayor Liu called the Regular City Council meeting to order at 6:30 p.m. in the South Coast Air Quality Management District Main Auditorium, 21865 Copley Drive, Diamond Bar, CA 91765.

PLEDGE OF ALLEGIANCE: Council Member Tye led the Pledge of Allegiance.

INVOCATION: Kenton Tse, Children's Ministry Director, Gateway Friends Church provided the invocation.

ROLL CALL: Council Members Andrew Chou, Steve Tye, Mayor Pro Tem Chia Yu Teng, Mayor Stan Liu

Absent: Council Member Ruth Low

Staff present in person: Dan Fox, City Manager; Ryan McLean, Assistant City Manager; Anthony Santos, Assistant to the City Manager; Omar Sandoval, City Attorney; David Liu, Public Works Director; Hal Ghafari, Public Works Manager/ Assistant City Engineer; Nicholas Delgado, Management Analyst; Ryan Wright, Parks and Recreation Director; Jason Jacobsen, Finance Director; Cecilia Arellano, Senior Community Relations Coordinator; Joan Cruz, Administrative Coordinator; Kristina Santana, City Clerk

Staff present telephonically: Ken Desforges, Information Systems Director; Amy Haug, Human Resources and Risk Manager; Greg Gubman, Community Development Director; Grace Lee, Planning Manager; Marsha Roa, Community Relations Manager

Others present: Captain Stephen Tousey, Diamond Bar/Walnut Sheriff's Station

APPROVAL OF AGENDA: Mayor Liu approved the agenda with the addition of Item 1.3.

1. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS:

1.1 Proclamation declaring May 2024 as Water Awareness Month read by Mayor Liu and presented by the City Council to Theresa Lee, President of Board of Directors of the Walnut Valley Water District.

1.2 Mayor Liu and Council Members recognized the Beydler family for their consistent and ongoing efforts to remove trash and debris for City streets.

1.3 Video presentation and proclamation presentation to the City of Diamond Bar regarding the City's 35th Birthday Celebration by Congresswoman Linda Sanchez.

2. CITY MANAGER REPORTS AND RECOMMENDATIONS: NONE

3. PUBLIC COMMENTS:

Cynthia Yu, Diamond Bar Library, announced upcoming Library events for April and May. Rachel Kirk, Diamond Bar Friends of the Library, invited community members to participate in two Friends' sponsored events: 1) Read Together Diamond Bar and 2) presentation of the winners of the "How a Book Changed My Life Essay Contest" on Saturday, April 27th from 2:00 to 3:30 p.m. in the Windmill Room.

Allen Wilson was concerned about protestors disrupting traffic and hoped for countrywide unity.

CC/Santana reported that no emails were submitted and that there were no online callers requesting to speak under Public Comments.

4. SCHEDULE OF FUTURE EVENTS: CM/Fox presented the Schedule of Future Events.

5. CONSENT CALENDAR: C/Chou moved, C/Tye seconded, to approve the Consent Calendar with the exception of Item 5.4 pulled by MPT/Teng. Motion carried 4-0 by the following Roll Call vote:

AYES:	COUNCIL MEMBERS:	Chou, Tye, MPT/Teng, M/Liu
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	Low

5.1 APPROVED CITY COUNCIL MINUTES:

5.1.1 APRIL 2, 2024 REGULAR MEETING

5.2 RATIFIED CHECK REGISTER DATED MARCH 27, 2024 THROUGH APRIL 9, 2024 TOTALING $1,101,148.97.

5.3 APPROVED MARCH 2024 TREASURER'S STATEMENT.

5.5 APPROVED CONTINUED PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION ("PLHA") PROGRAM AS FOLLOWS:

A. ADOPTED RESOLUTION NO. 2024-13 APROVING THE CITY'S PARTICIPATION IN YEAR 4 OF THE LOS ANGELES URBAN

COUNTY PLHA PROGRAM; IDENTIFYING PROPOSED ACTIVITIES FOR THE EXPENDITURE OF $145,682 IN PLHA FUNDING AND AUTHORIZING THE CITY MANAGER TO SIGN A REIMBURSABLE CONTRACT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (“LACDA”); AND,

B. DETERMINED THAT THE PROPOSED ACTION DOES NOT CONSTITUTE A PROJECT AND IS THEREFORE, EXEMPT FROM THE CALIFORNIA ENVIRONMENT QUALITY ACT (“CEQA”).

5.6 ADOPTED A PROCLAMATION DECLARING APRIL 26, 2024 AS ARBOR DAY.

ITEMS WITHDRAWN FROM CONSENT CALENDAR:

5.4 ADOPTED RESOLUTION NO. 2024-12 ADOPTING THE UPDATES TO THE CEQA VMT SIGNIFICANCE THRESHOLDS.

MPT/Teng asked how this regulation will affect the Town Center development plan and CM/Fox said he believed the project would have a positive impact because the higher density encourages less vehicular travel by providing more services within walking distance.

MPT/Teng moved, C/Chou seconded, to approve Item 5.4 as submitted. Motion carried by the following Roll Call vote:

AYES:	COUNCIL MEMBERS:	Chou, Tye, MPT/Teng, M/Liu
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	Low

6. **PUBLIC HEARINGS:** NONE

7. **COUNCIL CONSIDERATION:**

7.1 HERITAGE PARK AND COMMUNITY CENTER RENOVATION PROJECT DESIGN CONCEPTS AND 1ST AMENDMENT TO CONSULTANT SERVICES AGREEMENT (CIP#FP24502).

PWM/Ghafari presented the staff report.

M/Liu asked for public comments. There were none offered.

CC/Santana stated that emails regarding this agenda item were received from Cynthia DeLaRosa, Lydia Mulligan, Trichia Tran and Adrianne Cotterell, copies of which were forwarded to the City Council and placed at the meeting entrance for public viewing.

Following discussion and staff responses, Council concurred to proceed with Playground Design Concept 4, including revisions to the realigned picnic area and basketball court, and, an additional door and window system on the west side of the building as presented.

C/Tye moved, MPT/Teng seconded, to approve and authorize the City Manager to sign the First Amendment to the Consulting Services Agreement with Black O'Dowd and Associates, Inc., for design services; and, determined that the approval of the amendment to the design services agreement for the proposed Project is not subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Article 18 Section 15262. Motion carried by the following Roll Call vote:

AYES:	COUNCIL MEMBERS:	Chou, Tye, MPT/Teng, M/Liu
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	Low

8. **COUNCIL SUBCOMMITTEE REPORTS AND MEETING ATTENDANCE REPORTS/COUNCIL MEMBER COMMENTS:**

C/Chou appreciated the Heritage Park discussion and said he will report back to the Council and community on his attendance at the League of California Cities State Board meeting in Sacramento next week.

C/Tye congratulated M/Liu for recognizing the Beydler family for doing something wonderful in Diamond Bar, said he is excited about the reopening of the Golf Course on Saturday April 20th, and that the 35th City Anniversary was a resounding success thanks to the City's phenomenal Parks and Rec staff and was very pleased with the event being held at Summitridge Park.

MPT/Teng said that he appreciated Parks and Rec staff for their efforts with the City's 35th Birthday Party.

M/Liu commented how much he enjoyed the 35th City Birthday Celebration and 20th Anniversary of the Diamond Bar Center and for the amazing job of the Parks and Rec staff, volunteers and DB4Youth. He looks forward to the Arbor Day tree planting ceremony at Larkstone Park on Wednesday, as well as, the Golf Course Grand Reopening and the Earth Day Celebration on Saturday.

ADJOURNMENT: With no further business to conduct, M/Liu adjourned the Regular City Council Meeting at 7:56 p.m.

Respectfully Submitted,

____
Kristina Santana, City Clerk

The foregoing minutes are hereby approved this 7th day of May, 2024.

____

Stan Liu, Mayor

Agenda #: *5.2*
Meeting Date: *May 7, 2024*

CITY OF DIAMOND BAR

INCORPORATED 1989

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **RATIFICATION OF CHECK REGISTER DATED APRIL 10, 2024 THROUGH APRIL 30, 2024 TOTALING $1,085,047.75.**

STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Ratify the Check Register.

FINANCIAL IMPACT:

Expenditure of $1,085,047.75.

BACKGROUND/DISCUSSION:

The City has established the policy of issuing accounts payable checks on a weekly basis with City Council ratification at the next scheduled City Council Meeting.

The attached check register containing checks dated April 10, 2024 through April 30, 2024 totaling $1,085,047.75 is being presented for ratification. All payments have been made in compliance with the City's purchasing policies and procedures, and have been reviewed and approved by the appropriate departmental staff. The attached Affidavit affirms that the check register has been audited and deemed accurate by the Finance Director.

PREPARED BY:

Luisa Allen

Luisa Allen, Accounting Technician 5/7/2024

REVIEWED BY:

Peter Samy, Finance Supervisor	4/30/2024	Jason Jacobsen, Finance Director	4/30/2024

Attachments:

1. 5.2.a Check Register Affidavit 5-7-2024
2. 5.2.b Check Register 5-7-2024

CITY OF DIAMOND BAR
CHECK REGISTER AFFIDAVIT

The attached listings of demands, invoices, and claims in the form of a check register including checks dated April 10, 2024 through April 30, 2024 has been audited and is certified as accurate. Payments have been allowed from the following funds in these amounts:

Description	Amount
General Fund	$829,359.62
LLAD 38 Fund	$22,017.26
LLAD 39 Fund	$16,897.94
LLAD 41 Fund	$7,095.21
Integrated Waste Mgmt Fund AB939	$12,889.49
Prop C Transit Tax Fund	$32,338.02
Prop A Transit Tax Fund	$6,130.20
Community Dev Block Grant Fund	$5,378.58
Capital Imprv Project Fund	$60,734.62
OPEB Reserve Fund	$1,727.00
Equip Maint & Replacement Fund	$19,360.92
Measure M Local Return Fund	$338.45
Vechile Maint & Equip Fund	$1,660.52
Measure W Local Return Fund	$3,984.38
Bldg Facility & Maint Fund	$64,595.50
CASP (SB1186) Fee Fund	$201.60
Measure R Local Return Fund	$338.44
	$1,085,047.75

Signed:

Finance Director
Jason M. Jacobsen

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
11670	4/15/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20791 GOLDEN SPRINGS - TC-1	100655	52210	$123.28
						CHECK TOTAL	**$123.28**
11671	4/15/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20439 GOLDEN SPRINGS - TC-1	100655	52210	$109.91
						CHECK TOTAL	**$109.91**
11672	4/12/2024	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2024	225	21106	$43.01
	4/12/2024	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2024	203	21106	$129.75
	4/12/2024	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2024	204	21106	$129.75
	4/12/2024	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2024	239	21106	$227.57
	4/12/2024	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2024	241	21106	$227.57
	4/12/2024	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2024	100220	50062	$250.26
	4/12/2024	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2024	238	21106	$400.50
	4/12/2024	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2024	201	21106	$508.45
	4/12/2024	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2024	206	21106	$1,276.05
	4/12/2024	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2024	105220	50048	$1,727.00
	4/12/2024	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2024	207	21106	$2,114.13
	4/12/2024	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2024	250	21106	$2,330.05
	4/12/2024	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2024	100	21106	$65,584.30
						CHECK TOTAL	**$74,948.39**
11673	4/12/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/12/2024	238	21118	$5.54
	4/12/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/12/2024	239	21118	$5.54

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	4/12/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/12/2024	241	21118	$5.54
	4/12/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/12/2024	207	21118	$31.55
	4/12/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/12/2024	250	21118	$34.80
	4/12/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/12/2024	206	21118	$72.14
	4/12/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/12/2024	100	21118	$1,861.17
						CHECK TOTAL	**$2,016.28**
11674	4/15/2024	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/23/24-04/05/24	225	21110	$38.29
	4/15/2024	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/23/24-04/05/24	204	21110	$73.71
	4/15/2024	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/23/24-04/05/24	203	21110	$73.72
	4/15/2024	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/23/24-04/05/24	239	21110	$154.42
	4/15/2024	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/23/24-04/05/24	241	21110	$154.42
	4/15/2024	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/23/24-04/05/24	238	21110	$234.26
	4/15/2024	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/23/24-04/05/24	201	21110	$442.74
	4/15/2024	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/23/24-04/05/24	207	21110	$934.08
	4/15/2024	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/23/24-04/05/24	206	21110	$944.23
	4/15/2024	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/23/24-04/05/24	250	21110	$2,082.96
	4/15/2024	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/23/24-04/05/24	100	21110	$42,497.21
						CHECK TOTAL	**$47,630.04**
11675	4/12/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/12/2024	225	21109	$65.61
	4/12/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/12/2024	203	21109	$108.31

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	4/12/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/12/2024	204	21109	$108.31
	4/12/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/12/2024	239	21109	$244.59
	4/12/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/12/2024	241	21109	$244.59
	4/12/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/12/2024	238	21109	$366.06
	4/12/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/12/2024	201	21109	$597.56
	4/12/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/12/2024	207	21109	$982.91
	4/12/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/12/2024	206	21109	$1,558.72
	4/12/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/12/2024	250	21109	$3,510.87
	4/12/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/12/2024	100	21109	$55,790.06
						CHECK TOTAL	**$63,577.59**
11676	4/17/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 717 GRAND AVE - TC-1	100655	52210	$142.03
						CHECK TOTAL	**$142.03**
11677	4/17/2024	SOUTHERN CALIFORNIA EDISON		GS-1 - 2838 S DBB PED - GS-1	100655	52210	$16.91
						CHECK TOTAL	**$16.91**
11678	4/17/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 21250 GOLDEN SPRINGS PED - TC-1	100655	52210	$84.55
						CHECK TOTAL	**$84.55**
11679	4/17/2024	SOUTHERN CALIFORNIA EDISON		GS-1 - 1215 S BREA CYN - GS-1	100655	52210	$9.55
						CHECK TOTAL	**$9.55**

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
11680	4/17/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 1611 S BREA CYN - TC-1	100655	52210	$85.79
						CHECK TOTAL	**$85.79**
11681	4/17/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 3564 S. BREA CYN B-PED - LS-3	100655	52210	$23.32
						CHECK TOTAL	**$23.32**
11682	4/17/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 2746 BREA CFYN B-PED - LS-3	100655	52210	$57.40
						CHECK TOTAL	**$57.40**
11683	4/17/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20781 PATHFINDER - TC-1	100655	52210	$120.71
						CHECK TOTAL	**$120.71**
11684	4/17/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 801 S LEMON/VARIOUS - TC-1	100655	52210	$358.43
						CHECK TOTAL	**$358.43**
11685	4/17/2024	SOUTHERN CALIFORNIA EDISON		GS-1 - 23331 GOLDEN SPRINGS PED - GS-1	100655	52210	$7.74
						CHECK TOTAL	**$7.74**
11686	4/17/2024	SOUTHERN CALIFORNIA EDISON		575 S DIAMOND BAR BLVD (021224-031224) FY23-24	238638	52210	$31.85
						CHECK TOTAL	**$31.85**
11687	4/18/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 1450 BRIDGEGATE/VARIOUS - TC-1	100655	52210	$618.30
						CHECK TOTAL	**$618.30**
11689	4/23/2024	AARON STANLEY TALALAY		INSTRUCTOR PAYMENT - PICKLEBALL - WS24	100520	55320	$510.00
						CHECK TOTAL	**$510.00**
11690	4/23/2024	ABOUND FOOD CARE		FISCAL YEAR 23-24 FOOD RECOVERY SERVICES	250170	54900	$1,632.25
						CHECK TOTAL	**$1,632.25**
11691	4/23/2024	ABSOLUTE SECURITY INTERNATIONAL INC		MARCH 2024 SECURITY GUARD SERVICES	100510	55330	$2,092.50
						CHECK TOTAL	**$2,092.50**
11692	4/23/2024	AFFORDABLE GENERATOR SERVICES INC		PORTABLE GENERATOR MAINT (DBC)	100510	52310	$756.93
						CHECK TOTAL	[illegible]

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
11693	4/23/2024	AFLAC		SUPP INSURANCE PREMIUM MARCH 2024	239	21117	$1.66
	4/23/2024	AFLAC		SUPP INSURANCE PREMIUM MARCH 2024	241	21117	$1.66
	4/23/2024	AFLAC		SUPP INSURANCE PREMIUM MARCH 2024	203	21117	$9.02
	4/23/2024	AFLAC		SUPP INSURANCE PREMIUM MARCH 2024	204	21117	$9.02
	4/23/2024	AFLAC		SUPP INSURANCE PREMIUM MARCH 2024	201	21117	$14.90
	4/23/2024	AFLAC		SUPP INSURANCE PREMIUM MARCH 2024	207	21117	$30.98
	4/23/2024	AFLAC		SUPP INSURANCE PREMIUM MARCH 2024	250	21117	$43.49
	4/23/2024	AFLAC		SUPP INSURANCE PREMIUM MARCH 2024	206	21117	$65.85
	4/23/2024	AFLAC		SUPP INSURANCE PREMIUM MARCH 2024	100	21117	$1,447.07
						CHECK TOTAL	**$1,623.65**
11694	4/23/2024	AIRGAS INC		ARGON CYLINDER REFILL (030124-033124) FY23-24	100630	51200	$31.84
						CHECK TOTAL	**$31.84**
11695	4/23/2024	ALL CITY MANAGEMENT SERVICES INC		CROSSING GUARD SERVICES - 3/17/24-3/30/24	100310	55412	$13,084.05
						CHECK TOTAL	**$13,084.05**
11696	4/23/2024	AMERICAN UNITED SALES CORP		ADULT EXCURSION ADMISSIONS	100520	55300	$734.00
						CHECK TOTAL	**$734.00**
11697	4/23/2024	AMERICOMP TONER & REPAIR LLC		PRINTER MAINTENANCE - 3RD QUARTER	100230	55000	$2,275.75
						CHECK TOTAL	**$2,275.75**
11698	4/23/2024	ANDREW WONG		PARKS AND REC COMMISSION 3.28.24	100520	52525	$45.00
						CHECK TOTAL	**$45.00**
11699	4/23/2024	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST CONTROL (APRIL 2024) FY23-24	100630	52320	$70.00
	4/23/2024	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST CONTROL (APRIL 2024) FY23-24	100510	52320	$105.00

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	4/23/2024	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST CONTROL (APRIL 2024) FY23-24	100620	52320	$120.00
						CHECK TOTAL	**$295.00**
11700	4/23/2024	NAILA ASAD BARLAS		STIPEND-PC MTG 3/12/24	100410	52525	$65.00
						CHECK TOTAL	**$65.00**
11701	4/23/2024	ROBYN A BECKWITH		INTERIOR PLANT SERVICE	100510	52320	$275.00
	4/23/2024	ROBYN A BECKWITH		INTERIOR PLANT SERVICE	100620	52320	$380.00
	4/23/2024	ROBYN A BECKWITH		SPECIAL PLANT MAINTENANCE CITY BIRTHDAY PREP	100510	54900	$250.00
						CHECK TOTAL	**$905.00**
11702	4/23/2024	BRIAN E WORTHINGTON		PARKS AND REC COMMISSION 3.28.24	100520	52525	$45.00
						CHECK TOTAL	**$45.00**
11703	4/23/2024	BRIAN MARTINEZ		MEET THE BUNNY PHOTOS	100240	55000	$450.00
	4/23/2024	BRIAN MARTINEZ		PHOTOS/DRONE - 35TH BIRTHDAY PARTY	100240	55000	$2,000.00
						CHECK TOTAL	**$2,450.00**
11704	4/23/2024	BSN SPORTS CORP		SENIOR SOFTBALL SUPPLIES	100520	51200	$578.09
						CHECK TOTAL	**$578.09**
11705	4/23/2024	CALIFORNIA DEPT OF TAX AND FEE ADMI		SALES & USE TAX - 1ST QTR JAN-MAR 2024	100	29006	$6.98
	4/23/2024	CALIFORNIA DEPT OF TAX AND FEE ADMI		SALES & USE TAX - 1ST QTR JAN-MAR 2024	100	29005	$127.02
						CHECK TOTAL	**$134.00**
11706	4/23/2024	CHEM PRO LABORATORY INC		WATER TREATMENT (CITYHALL/APRIL) FY23-24	100620	52320	$187.95
						CHECK TOTAL	**$187.95**
11707	4/23/2024	CHICAGO TITLE COMPANY		CDBG HOME IMP TITLE POLICY-318 NAVAJO SPGS HIP301	225440	54900	$65.00
	4/23/2024	CHICAGO TITLE COMPANY		CDBG HOME IMPR TITLE REPORT-2954 RISING STAR	225440	54900	$122.00
						CHECK TOTAL	**$187.00**
11708	4/23/2024	COCO SUTZE CHENG		INSTRUCTOR PAYMENT - FITNESS - WS 24	100520	55320	$240.00
						CHECK TOTAL	**$240.00**

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
11709	4/23/2024	CT & T CONCRETE PAVING INC		ROAD MAINTENANCE SERVICES	100655	55512	$329,341.47
						CHECK TOTAL	**$329,341.47**
11710	4/23/2024	CYNTHIA T QUAN		PARKS AND REC COMMISSION 3.28.24	100520	52525	$45.00
						CHECK TOTAL	**$45.00**
11711	4/23/2024	DAPEER ROSENBLIT & LITVAK LLP		CODE ENF CITY PROSECUTOR-MARCH 2024	100120	54024	$2,584.18
	4/23/2024	DAPEER ROSENBLIT & LITVAK LLP		CODE ENF CITY PROSECUTOR-24311 KNOLL-MARCH 2024	100120	54024	$6,697.91
	4/23/2024	DAPEER ROSENBLIT & LITVAK LLP		CODE ENF CITY PROSECUTOR-900 DB BLVD-MARCH 2024	100120	54024	$25.00
						CHECK TOTAL	**$9,307.09**
11712	4/23/2024	DAY & NITE COPY CENTER INC		CITY BIRTHDAY PRINTS	100520	52300	$254.04
						CHECK TOTAL	**$254.04**
11713	4/23/2024	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM APRIL 2024	206	21105	$0.96
	4/23/2024	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM APRIL 2024	207	21105	$0.96
	4/23/2024	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM APRIL 2024	250	21105	$1.96
	4/23/2024	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM APRIL 2024	100	21105	$153.00
						CHECK TOTAL	**$156.88**
11714	4/23/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APRIL 2024	225	21105	$2.46
	4/23/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APRIL 2024	203	21105	$8.23
	4/23/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APRIL 2024	204	21105	$8.23
	4/23/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APRIL 2024	239	21105	$22.29
	4/23/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APRIL 2024	241	21105	$22.29
	4/23/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APRIL 2024	238	21105	$36.26
	4/23/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APRIL 2024	201	21105	$54.48

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	4/23/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APRIL 2024	206	21105	$120.62
	4/23/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APRIL 2024	207	21105	$196.64
	4/23/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APRIL 2024	250	21105	$244.93
	4/23/2024	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APRIL 2024	100	21105	$4,916.98
						CHECK TOTAL	**$5,633.41**
11715	4/23/2024	DEPARTMENT OF JUSTICE		LIVESCAN FEES	100220	52510	$192.00
						CHECK TOTAL	**$192.00**
11716	4/23/2024	DIAMOND BAR STORAGE OWNER LLC		OFF SITE STORAGE #92 #376 DEPT-MAY 2024	100420	52302	$800.00
						CHECK TOTAL	**$800.00**
11717	4/23/2024	DIVISION OF THE STATE ARCHITECT		DSA 796 - JUL - DEC 2023	226	20602	$201.60
						CHECK TOTAL	**$201.60**
11718	4/23/2024	DUNN EDWARDS CORPORATION		PAINT SUPPLIES (DIAMOND BAR CENTER) FY23-24	100510	52320	$63.61
						CHECK TOTAL	**$63.61**
11719	4/23/2024	ECOFERT INC		FERTILIZER INJECT SYSTEM (PARKS MAR2024) FY23-24	100630	52320	$1,207.00
						CHECK TOTAL	**$1,207.00**
11720	4/23/2024	EWING IRRIGATION PRODUCTS INC		MAINT OF BLDG/GRNDS (DBC) FY23-24	100630	52320	$2,598.40
						CHECK TOTAL	**$2,598.40**
11721	4/23/2024	FRONTIER COMMUNICATIONS CORP		SUMMARY BILL - INTERNET SERVICE - APR 2024	100230	54030	$424.80
						CHECK TOTAL	**$424.80**
11722	4/23/2024	GERALDINE KELLER		INSTRUCTOR PAYMENT - CULINARY - WS 24	100520	55320	$72.00
						CHECK TOTAL	**$72.00**
11723	4/23/2024	GOLD ARC INC		BUILDING MAINTENENCE (CITYHALL DOORS) FY23-24	100620	52320	$2,839.09
						CHECK TOTAL	**$2,839.09**

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
11724	4/23/2024	GOOD TIMES PARTY SUPPLY & RENTALS		RENTAL EQUIPMENT FOR EARTH DAY EVENT BOOTHS	250170	51200	$2,602.54
						CHECK TOTAL	**$2,602.54**
11725	4/23/2024	GREENFIELD LANDSCAPING & MAINTENANCE INC		DBC LANDSCAPE UPDATES	504510	56100	$36,975.00
						CHECK TOTAL	**$36,975.00**
11726	4/23/2024	GUARANTEED JANITORIAL SERVICE INC		JANITORIAL SERVICES (MARCH2024) FY23-24	100630	55505	$2,860.26
	4/23/2024	GUARANTEED JANITORIAL SERVICE INC		JANITORIAL SERVICES (MARCH2024) FY23-24	100510	55505	$6,304.27
	4/23/2024	GUARANTEED JANITORIAL SERVICE INC		JANITORIAL SERVICES (MARCH2024) FY23-24	100620	52320	$10,183.47
						CHECK TOTAL	**$19,348.00**
11727	4/23/2024	HELIX ENVIRONMENTAL PLANNING INC		CANYON LOOP TRAIL RESTORATION- THROUGH 3.24.24	301630	56104	$5,212.62
						CHECK TOTAL	**$5,212.62**
11728	4/23/2024	HOME DEPOT CREDIT SERVICES		MAINT OF BLDG/GRNDS (DBC-GC032724) FY23-24	100510	52320	$71.62
	4/23/2024	HOME DEPOT CREDIT SERVICES		MAINT OF BLDGS.GNDS (DBC-CB040124) FY23-24	100510	52320	$60.84
	4/23/2024	HOME DEPOT CREDIT SERVICES		MAINT OF BLDG/GRNDS (DBC-GC040224) FY23-24	100510	52320	$224.41
	4/23/2024	HOME DEPOT CREDIT SERVICES		MAINT OF GRNDS/BLDGS (MULCH@DBC) FY23-24	100510	52320	$69.26
	4/23/2024	HOME DEPOT CREDIT SERVICES		ROAD MAINT RENTAL EQUIP (@GRAND AVE 04/11/24)	100655	51250	$341.40
						CHECK TOTAL	**$767.53**
11729	4/23/2024	HUMANE SOCIETY OF POMONA VALLEY INC		IVHS ANIMAL CONTROL SERVICES IN MARCH 2024	100340	55404	$37,619.67
						CHECK TOTAL	**$37,619.67**
11730	4/23/2024	KENS HARDWARE		ROAD MAINT SUPPLIES TRUCK (JF-DBPW) FY23-24	100655	51250	$59.08
						CHECK TOTAL	**$59.08**
11731	4/23/2024	KEVIN D JONES		PS -SR-57/60 CONFLUENCE PROJ ADVOCACY - MAR 2024	100615	54400	$4,000.00
						CHECK TOTAL	**$4,000.00**
11732	4/23/2024	LOCAL AGENCY ENGINEERING		PS - PROJECT OVERSIGHT SUPPORT -	100615	54400	$1,967.88

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
		ASSOCIATES INC		MAR 2024			
	4/23/2024	LOCAL AGENCY ENGINEERING ASSOCIATES INC		PS - PROJECT OVERSIGHT SUPPORT - MAR 2024	207615	54400	$5,775.87
						CHECK TOTAL	**$7,043.75**
11733	4/23/2024	LOOMIS		COURIER SERVICES - MARCH 2024	100210	54900	$724.01
	4/23/2024	LOOMIS		COURIER SERVICES - MARCH 2024	100510	54900	$724.01
						CHECK TOTAL	**$1,448.02**
11734	4/23/2024	LOS ANGELES COUNTY PUBLIC WORKS		SUMP PUMP MAINT SYCAMORE CANYON PARK	100630	52320	$2,822.96
	4/23/2024	LOS ANGELES COUNTY PUBLIC WORKS		CS - INDUSTRIAL SERVICES - MAR 2024	100610	55550	$2,964.05
						CHECK TOTAL	**$5,787.01**
11735	4/23/2024	LOS ANGELES UNIFIED SCHOOL DISTRICT		BILINGUAL EXAM FEE	100220	54900	$90.00
						CHECK TOTAL	**$90.00**
11736	4/23/2024	LOWE'S BUSINESS ACCOUNT		TOOLS & EQUIP (JK 032024) FY23-24	100630	51300	$55.07
						CHECK TOTAL	**$55.07**
11737	4/23/2024	MAHENDRA GARG		STIPEND-PC MTG 3/12/24	100410	52525	$65.00
	4/23/2024	MAHENDRA GARG		STIPEND-PC MTG 3/26/24	100410	52525	$65.00
						CHECK TOTAL	**$130.00**
11738	4/23/2024	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD 38,39,&41)	241641	55524	$5,412.19
	4/23/2024	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD 38,39,&41)	239639	55524	$13,200.67
	4/23/2024	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD 38,39,&41)	238638	55524	$15,842.74
	4/23/2024	MCE CORPORATION		ROAD MAINTENANCE SERVICES (MAR2024) FY23-24	100655	55530	$2,133.48
	4/23/2024	MCE CORPORATION		ROAD MAINTENANCE SERVICES (MAR2024) FY23-24	201655	55530	$2,301.00
	4/23/2024	MCE CORPORATION		ROAD MAINTENANCE SERVICES (MAR2024) FY23-24	100655	55528	$8,747.00
						CHECK TOTAL	**$47,637.08**
11739	4/23/2024	MOSS CONSULTING		CDBG HOME IMPR ADMN SVC-JAN FEB MAR 2024	225440	54900	$5,040.00

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$5,040.00**
11740	4/23/2024	MT CALVARY LUTHERAN SCHOOL		YOUTH BASKETBALL GYM RENTAL FOR MT. CALVARY	100520	52302	$6,695.00
						CHECK TOTAL	**$6,695.00**
11741	4/23/2024	MULHOLLAND CONSULTING INC		CIP-STEEP CYN RD EROSION CNTRL - 2/1/24-3/31/24	301610	56105	$3,957.00
						CHECK TOTAL	**$3,957.00**
11742	4/23/2024	NATIONAL TRENCH SAFETY INC		EQUIP RENTAL (KRAIL040224-042924) FY23-24	100655	52300	$607.35
	4/23/2024	NATIONAL TRENCH SAFETY INC		RENTAL EQUIP(GS X SYLVAN GLEN KRAIL 041224-050924)	100655	52300	$455.52
						CHECK TOTAL	**$1,062.87**
11743	4/23/2024	NORTH BEACH GROUP		ENTERTAINMENT FOR CITY BIRTHDAY	100520	55300	$500.00
						CHECK TOTAL	**$500.00**
11744	4/23/2024	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		PRE-EMPLOYMENT PHYSICAL FEES	100220	52510	$1,673.00
						CHECK TOTAL	**$1,673.00**
11745	4/23/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - MARCH 2024	100210	51200	$25.12
	4/23/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - MARCH 2024	100655	51250	$29.29
	4/23/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - MARCH 2024	100620	51200	$72.59
	4/23/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - MARCH 2024	100610	51200	$125.15
	4/23/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - MARCH 2024	100240	51200	$158.82
	4/23/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - MARCH 2024	100220	51200	$344.16
	4/23/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - MARCH 2024	100510	51200	$488.49
	4/23/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - MARCH 2024	100520	51200	$631.66
	4/23/2024	OFFICE SOLUTIONS		OFFICE SUPPLIES - MARCH 2024	100140	51200	$1,508.56
						CHECK TOTAL	**$3,383.84**
11746	4/23/2024	ONE TIME PAY VENDOR	AVA LIU	FACILITY DEPOSIT REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
11747	4/23/2024	ONE TIME PAY VENDOR	CHUCK ABELLON	FIELD DEPOSIT REFUND	100	20202	$100.00
						CHECK TOTAL	**$100.00**

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
11748	4/23/2024	ONE TIME PAY VENDOR	DALEI CHEN	RECREATION PROGRAM REFUND	100	20202	$63.60
						CHECK TOTAL	**$63.60**
11749	4/23/2024	ONE TIME PAY VENDOR	JANET KIM	FACILITY DEPOSIT REFUND	100	20202	$100.00
						CHECK TOTAL	**$100.00**
11750	4/23/2024	ONE TIME PAY VENDOR	JENNIFER BARAJAS	RECREATION PROGRAM REFUND	100	20202	$94.00
						CHECK TOTAL	**$94.00**
11751	4/23/2024	ONE TIME PAY VENDOR	JESSIE SIERRA	FACILITY DEPOSIT REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
11752	4/23/2024	ONE TIME PAY VENDOR	JOYCE ZHOU	RECREATION PROGRAM REFUND	100	20202	$21.00
						CHECK TOTAL	**$21.00**
11753	4/23/2024	ONE TIME PAY VENDOR	LORA YOUNG	FACILITY DEPOSIT REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
11754	4/23/2024	ONE TIME PAY VENDOR	MALAYSIAN ISLAMIC FOUNDATION OF NORTH AMERICA	FACILITY DEPOSIT REFUND	100	20202	$765.50
						CHECK TOTAL	**$765.50**
11755	4/23/2024	ONE TIME PAY VENDOR	QI YI	RECREATION PROGRAM REFUND	100	20202	$139.00
						CHECK TOTAL	**$139.00**
11756	4/23/2024	ONE TIME PAY VENDOR	QINGLING RONG	RECREATION PROGRAM REFUND	100	20202	$190.00
						CHECK TOTAL	**$190.00**
11757	4/23/2024	ONE TIME PAY VENDOR	SHELLY LAC	RECREATION PROGRAM REFUND	100	20202	$31.80
						CHECK TOTAL	**$31.80**
11758	4/23/2024	ONE TIME PAY VENDOR	ANTHONY JORDAN	REIMB-POMONA COURT HOUSE	100630	51200	$10.00
						CHECK TOTAL	**$10.00**
11759	4/23/2024	ONE TIME PAY VENDOR	PETER SAMY	REIMB-2024 GIAO CONF	100210	52415	$239.08
						CHECK TOTAL	**$239.08**
11760	4/23/2024	P F PETTIBONE & CO		MINUTE BOOK	100140	52110	$581.95
						CHECK TOTAL	**$581.95**
11761	4/23/2024	PACIFIC OFFICE AUTOMATION INC		PURCHASE OF HP LASERJET COLOR PRINTERS	503230	56130	$10,560.92

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$10,560.92**
11762	4/23/2024	PAPER RECYCLING & SHREDDING		CITY HALL PAPER SHREDDING 2 CONSOLES	250170	55000	$105.00
						CHECK TOTAL	**$105.00**
11763	4/23/2024	PARKWOOD LANDSCAPE MAINTENANCE INC		LANDSCAPE MAINTENANCE (DBC/PARKS- MAR2024) FY23-24	100510	55505	$3,014.61
	4/23/2024	PARKWOOD LANDSCAPE MAINTENANCE INC		LANDSCAPE MAINTENANCE (DBC/PARKS- MAR2024) FY23-24	100630	55505	$31,193.12
						CHECK TOTAL	**$34,207.73**
11764	4/23/2024	PAUL TAYLOR		RIBBON FOR THE DATE STAMP	100140	52310	$254.72
						CHECK TOTAL	**$254.72**
11765	4/23/2024	POWERHOUSE COMBUSTION & MECHANICAL CORPORATION		CITYHALL BOILER (REMOVE,DISPOSE,INSTALL) FY23-24	504630	56100	$27,620.50
						CHECK TOTAL	**$27,620.50**
11766	4/23/2024	PROTECTION ONE INC		ALARM MONITRING EXTEND SVS(HERITAGE 040124-063024)	100630	52320	$219.30
						CHECK TOTAL	**$219.30**
11767	4/23/2024	PROTECTION ONE INC		ALARM MONITORING (HERITAGE 040124-063024) FY23-24	100630	52320	$169.72
						CHECK TOTAL	**$169.72**
11768	4/23/2024	PROTECTION ONE INC		ALARM MONITORING(CITYHALL042924-052824) FY23-24	100620	52320	$41.74
						CHECK TOTAL	**$41.74**
11769	4/23/2024	PUBLIC STORAGE #23051		PARKS AND RECREATION OFF SITE STORAGE UNITS	100520	52302	$798.00
	4/23/2024	PUBLIC STORAGE #23051		PARKS AND RECREATION OFF SITE STORAGE UNITS	100520	52302	$836.00
						CHECK TOTAL	**$1,634.00**
11770	4/23/2024	PYRO COMM SYSTEMS INC		FIRE ALARM MONITORING (CITYHALL APR2024-JUN2024)	100620	52320	$135.00
						CHECK TOTAL	**$135.00**
11771	4/23/2024	QUADIENT FINANCE USA INC		POSTAGE	100140	52170	$3,030.00
						CHECK TOTAL	**$3,030.00**
11772	4/23/2024	RAYMOND WALTER WOLFE		STIPEND-PC MTG 3/26/24	100410	52525	$65.00

City of Diamond Bar Check Register

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$65.00**
11773	4/23/2024	REGIONAL CHAMBER OF COMMERCE		SERVICE CONTRACT JAN - MAR 2024	100150	55000	$3,000.00
						CHECK TOTAL	**$3,000.00**
11774	4/23/2024	REGIONAL TAP SERVICE CENTER		FOOTHILL PASSES - MARCH 2024	206650	55610	$391.52
	4/23/2024	REGIONAL TAP SERVICE CENTER		FOOTHILL PASSES - MARCH 2024	206650	55620	$1,566.10
						CHECK TOTAL	**$1,957.62**
11775	4/23/2024	REINBERGER CORPORATION		WHITE ENVELOPES	100140	52110	$1,378.61
	4/23/2024	REINBERGER CORPORATION		BUSINESS CARD	100140	52110	$86.51
						CHECK TOTAL	**$1,465.12**
11776	4/23/2024	RKA CONSULTING GROUP		AREA 2 - GOLDEN SPRINGS (E) DESIGN	207615	54400	$11,875.00
						CHECK TOTAL	**$11,875.00**
11777	4/23/2024	RUBEN TORRES		STIPEND-PC MTG 3/12/24	100410	52525	$65.00
	4/23/2024	RUBEN TORRES		STIPEND-PC MTG 3/26/24	100410	52525	$65.00
						CHECK TOTAL	**$130.00**
11778	4/23/2024	SC FUELS		FLEET VEHCILE FUEL (031624-033124) FY23-24	502620	52330	$141.39
	4/23/2024	SC FUELS		FLEET VEHCILE FUEL (031624-033124) FY23-24	502655	52330	$530.85
	4/23/2024	SC FUELS		FLEET VEHCILE FUEL (031624-033124) FY23-24	502630	52330	$988.28
						CHECK TOTAL	**$1,660.52**
11779	4/23/2024	SIMPSON ADVERTISING INC		BEERFEST SAVE THE DATE	100240	54900	$600.00
						CHECK TOTAL	**$600.00**
11780	4/23/2024	SITEREP CONSTRUCTION SERVICES INC		DBC COBBLE STONE SWALE	100620	52320	$34,413.00
						CHECK TOTAL	**$34,413.00**
11781	4/23/2024	SO COAST AIR QUALITY MGT DISTRICT		FACILITY LEASE IN MAY 2024	100130	52302	$2,688.58
						CHECK TOTAL	**$2,688.58**
11782	4/23/2024	SOCIAL VOCATIONAL SERVICES		LITTER AND WEED REMOVAL ROW (JAN2024) FY23-24	100645	55528	$3,113.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$3,113.00**
11783	4/23/2024	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		AQMD FEE (070123-063024 DBC-AB2588) FY23-24	100510	52310	$251.11
						CHECK TOTAL	**$251.11**
11784	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	225	21107	$0.33
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	225	21113	$1.11
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	203	21107	$1.99
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	204	21107	$1.99
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	239	21107	$2.44
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	241	21107	$2.44
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	238	21107	$3.40
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	203	21113	$4.21
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	204	21113	$4.21
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	239	21113	$8.61
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	241	21113	$8.61
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	238	21113	$13.29
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	206	21107	$19.60
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	207	21107	$20.21
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	201	21113	$21.83
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	201	21107	$27.30
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	206	21113	$57.60
	4/23/2024	STANDARD INSURANCE		LIFE/SUPP LIFE/LTD/STD INSURANCE	207	21113	$71.14

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
		COMPANY		PREMIUM APR 2024			
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	250	21107	$75.96
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	250	21113	$130.56
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	100	21107	$1,639.20
	4/23/2024	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2024	100	21113	$2,274.24
						CHECK TOTAL	**$4,390.27**
11785	4/23/2024	STAY GREEN INC		LANDSCAPE MAINT (CITYHALL APR2024) FY23-24	100620	52320	$1,172.00
						CHECK TOTAL	**$1,172.00**
11786	4/23/2024	STEPHEN QIU		PARKS AND REC COMMISSION MEETING 3.28.24	100520	52525	$45.00
						CHECK TOTAL	**$45.00**
11787	4/23/2024	STEVEN ANTHONY SANTANA		SOUND SERVICES FOR CITY BIRTHDAY	100520	55300	$1,000.00
						CHECK TOTAL	**$1,000.00**
11788	4/23/2024	STUMP FENCE CO		SUMMITRIDGE PARK GATE ENTRANCE	100510	52320	$9,800.00
						CHECK TOTAL	**$9,800.00**
11789	4/23/2024	TAIT AND ASSOCIATES INC		DESIGN - GRNDWTR DRAIN IMP PHS 6 - THRU 2/29/24	301610	56105	$1,592.50
	4/23/2024	TAIT AND ASSOCIATES INC		DESIGN - GRNDWTR DRAIN IMP PHS 4&5 - THRU 2/29/24	301610	56105	$972.50
						CHECK TOTAL	**$2,565.00**
11790	4/23/2024	THE GAS COMPANY		HERITAGE PARK (031224-041124) FY23-24	100630	52215	$77.15
	4/23/2024	THE GAS COMPANY		CITYHALL (031224-041024) FY23-24	100620	52215	$554.90
	4/23/2024	THE GAS COMPANY		DBC (031424-041224) FY23-24	100510	52215	$1,717.09
						CHECK TOTAL	**$2,349.14**
11791	4/23/2024	THE SAN GABRIEL VALLEY NEWSPAPER GR		LEGAL AD - AREA 3 - PROJ. SI24101/SI24103	100610	52160	$620.09
						CHECK TOTAL	**$620.09**
11792	4/23/2024	THE SAN GABRIEL VALLEY NEWSPAPER GR		LGL AD-PC MTG 3/26/24-12OO CHISOLM TRAIL	100	22107	$628.28

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$628.28**
11793	4/23/2024	THE SAUCE CREATIVE SERVICES INC		FLYERS AND BANNERS FOR CITY BIRTHDAY	100520	52110	$7,138.17
	4/23/2024	THE SAUCE CREATIVE SERVICES INC		PHOTO CONTEST ARTWORK UPDATES	100240	54900	$2,401.11
						CHECK TOTAL	**$9,539.28**
11794	4/23/2024	THE SHERWIN-WILLIAMS CO		PAINT FOR DIAMOND BAR CENTER FY23-24	100510	52320	$11.51
	4/23/2024	THE SHERWIN-WILLIAMS CO		PAINTS FOR DIAMOND BAR CENTER FY23-24	100510	52320	$115.77
						CHECK TOTAL	**$127.28**
11795	4/23/2024	TOWN & COUNTRY EVENT RENTALS, LLC		EQUIPMENT RENTALS FOR CITY BIRTHDAY	100520	52300	$14,530.92
	4/23/2024	TOWN & COUNTRY EVENT RENTALS, LLC		EQUIPMENT RENTALS FOR CITY BIRTHDAY	100520	52300	$1,605.82
						CHECK TOTAL	**$16,136.74**
11796	4/23/2024	TRANE SERVICE GROUP INC		AC REPLACEMENT&AIR QUALITY UPGRADES (DBC) FY23-24	301630	56104	$49,000.00
	4/23/2024	TRANE SERVICE GROUP INC		MECH&BAS PREVENT MAINT (PANTERA QTR040124-063024)	100630	52320	$856.84
	4/23/2024	TRANE SERVICE GROUP INC		MECH&BAS PREVENT MAINT (HERITAGE QTR040124-063024)	100630	52320	$2,625.26
	4/23/2024	TRANE SERVICE GROUP INC		MECH&BAS PREVENT MAINT (DBC QTR040124-063024)	100510	52310	$5,131.78
						CHECK TOTAL	**$57,613.88**
11797	4/23/2024	TRIANGLE SPORTS INC		YOUTH SOCCER JERSEYS	100520	51200	$1,004.38
						CHECK TOTAL	**$1,004.38**
11798	4/23/2024	TRIFYTT SPORTS LLC		CONTRACT CLASS INSTRUCTOR-YOUTH SPORTS	100520	55320	$670.80
						CHECK TOTAL	**$670.80**
11799	4/23/2024	UNITED RECORDS MANAGEMENT INC		OFF-SITE STORAGE OF BACK-UP TAPES - APR 2024	100230	55000	$594.00
						CHECK TOTAL	**$594.00**
11800	4/23/2024	UNITED SITE SERVICES OF CALIFORNIA INC		RESTROOM AND SINK RENTALS FOR CITY BIRTHDAY	100520	55300	$1,308.53
						CHECK TOTAL	**$1,308.53**

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
11801	4/23/2024	VALLEY VISTA SERVICES, INC.		STREET SWEEPING SERVICES (030124-033124) FY23-24	100655	55510	$12,197.40
						CHECK TOTAL	**$12,197.40**
11802	4/23/2024	VERMONT SYSTEMS INC		RECTRAC SYSTEM UPGRADE ASSISTANCE	100230	52314	$175.00
						CHECK TOTAL	**$175.00**
11803	4/23/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2024	225	21108	$0.77
	4/23/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2024	203	21108	$3.22
	4/23/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2024	204	21108	$3.22
	4/23/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2024	239	21108	$7.33
	4/23/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2024	241	21108	$7.33
	4/23/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2024	238	21108	$12.29
	4/23/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2024	201	21108	$16.12
	4/23/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2024	206	21108	$56.81
	4/23/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2024	207	21108	$71.38
	4/23/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2024	250	21108	$94.12
	4/23/2024	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2024	100	21108	$1,926.22
						CHECK TOTAL	**$2,198.81**
11804	4/23/2024	WALNUT VALLEY UNIFIED SCHOOL DISTRICT		ADULT VOLLEYBALL GYM RENTAL	100520	52302	$573.75
	4/23/2024	WALNUT VALLEY UNIFIED SCHOOL DISTRICT		YOUTH BASKETBALL GYM RENTAL	100520	52302	$2,499.10
						CHECK TOTAL	**$3,072.85**
11805	4/23/2024	WALNUT VALLEY WATER DISTRICT		CITYHALL (030124-033124) MAR FY23-24	100620	52220	$483.23
	4/23/2024	WALNUT VALLEY WATER DISTRICT		D38 (030124-033124) MAR FY23-24	238638	52220	$4,178.56
	4/23/2024	WALNUT VALLEY WATER DISTRICT		D38RW (030124-033124) FY23-24	238638	52220	$892.51

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	4/23/2024	WALNUT VALLEY WATER DISTRICT		D39W (030124-033124) FY23-24	239639	52220	$3,022.82
	4/23/2024	WALNUT VALLEY WATER DISTRICT		D41W (030124-033124) FY23-24	241641	52220	$1,008.57
	4/23/2024	WALNUT VALLEY WATER DISTRICT		DBC (030124-033124) FY23-24	100510	52220	$430.56
	4/23/2024	WALNUT VALLEY WATER DISTRICT		PARKSW (030124-033124) FY23-24	100630	52220	$3,554.53
	4/23/2024	WALNUT VALLEY WATER DISTRICT		PARKSRW (030124-033124) FY23-24	100630	52220	$115.87
						CHECK TOTAL	**$13,686.65**
11806	4/23/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC) FY23-24	100510	51210	$200.05
	4/23/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (CITYHALL)FY23-24	100620	51200	$530.63
	4/23/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC) FY23-24	100510	51210	$781.37
	4/23/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC) FY23-24	100510	51210	$64.48
	4/23/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC) FY23-24	100510	51210	$344.13
						CHECK TOTAL	**$1,920.66**
11807	4/23/2024	WEST COAST ARBORISTS INC		TREE MAINTENANCE (030124-031524)	100645	55522	$11,109.20
						CHECK TOTAL	**$11,109.20**
11808	4/23/2024	WILLIAM AUSTIN RAWLINGS		STIPEND-PC MTG 3/12/24	100410	52525	$65.00
	4/23/2024	WILLIAM AUSTIN RAWLINGS		STIPEND-PC MTG 3/26/24	100410	52525	$65.00
						CHECK TOTAL	**$130.00**
11809	4/23/2024	YUNEX LLC		TS MAINTENANCE - FEB 2024	207650	55536	$5,540.00
	4/23/2024	YUNEX LLC		TS MAINT - CALL OUTS - MAR 2024	207650	55536	$4,693.17
						CHECK TOTAL	**$10,233.17**
11813	4/25/2024	AMERICOMP TONER & REPAIR LLC		PRINTER MAINTENANCE/TONER	100230	51200	$1,125.62
						CHECK TOTAL	**$1,125.62**
11814	4/25/2024	FRONTIER COMMUNICATIONS CORP		SUMMARY BILL -INTERNET SERVICE/CITY HALL -APR 2024	100230	54030	$775.00
						CHECK TOTAL	**$775.00**
11815	4/25/2024	SPECTRUM BUSINESS		INTERNET SERVICE - HERITAGE PARK - APR 2024	100230	54030	$274.98
						CHECK TOTAL	**$274.98**
11816	4/25/2024	THE COMDYN GROUP INC		GIS SUPPORT - 1/27/24-2/23/24	100230	54900	$5,591.68

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$5,591.68**
11817	4/25/2024	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 3/26/24-4/4/24	503230	56135	$8,800.00
						CHECK TOTAL	**$8,800.00**
						GRAND TOTAL	**$1,085,047.75**

Agenda #: *5.3*
Meeting Date: *May 7, 2024*

CITY OF DIAMOND BAR INCORPORATED 1989

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH PROCLAMATION.**

STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Adopt the Proclamation declaring May as Asian American and Pacific Islander Heritage Month.

BACKGROUND:

Asian American Pacific American Heritage (AAPI) Month is a month to celebrate and pay tribute to the contributions generations of Asian Americans and Pacific Islanders have made to American history, society and culture.

The origin of AAPI Heritage Month dates back to the 95th Congress (1977-1978) when five joint resolutions were introduced proposing that a week in May be designated to commemorate the accomplishments of AAPIs.

On March 28, 1978, President Carter issued Proclamation 4650, the first presidential proclamation, for Asian/Pacific American Heritage Week. In this proclamation, President Carter spoke of the significant role Asian/Pacific Americans have played in the creation of a dynamic and pluralistic American society with their contributions to the sciences, arts, industry, government and commerce. Over the next ten years, Presidents Carter, Reagan and George H.W. Bush continued to annually issue proclamations designating a week in May as Asian/Pacific American Heritage Week.

On May 7, 1990, President George H.W. Bush issued Presidential Proclamation 6130 designating May 1990 as the first "Asian/Pacific American Heritage Month."

On May 9, 1990, Congress passed Pub.L.101-283, requesting that the President issue a proclamation which expanded the observance of Asian/Pacific American Heritage

Week to a month. This law called on the people of the United States to observe Asian/Pacific American Heritage Month with "appropriate ceremonies, programs and activities."

On October 23, 1992, Congress passed Pub.L.102-450 which permanently designated May of each year as "Asian/Pacific American Heritage Month." Pursuant to Pub. L. 102-450 Presidents Clinton, George W. Bush, Obama, and Trump have annually issued proclamations designating May as Asian American and Pacific Islander Heritage Month.

The City of Diamond Bar is proud to honor the achievements and accomplishments of Asian Americans and Pacific Islanders and to designate May as Asian American and Pacific Islander Heritage Month.

PREPARED BY:

Kristina Santana

Kristina Santana, City Clerk 5/7/2024

REVIEWED BY:

Ryan McLean

Ryan McLean, Assistant City Manager 4/29/2024

Attachments:

1. 5.3.a Asian Pacific American Heritage Month Proclamation

PROCLAMATION
"ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH"

WHEREAS, the United States of America is a great mosaic of different races and ethnic groups, each celebrating its unique culture in our society. Asian Americans and Pacific Islander Americans are recognized for the many contributions and countless achievements they have made to our nation; and

WHEREAS, the origin of Asian American and Pacific Islander Heritage Month in the United States dates back to 1978 when a joint congressional resolution established Asian/Pacific American Heritage Week in early May; and

WHEREAS, 12 years later, the commemorative week was expanded to a month by a presidential proclamation, and in 1992, May of each year was permanently designated as a monthlong celebration that is now known as Asian American and Pacific Islander Heritage Month; and

WHEREAS, the theme for the May 2024 observance of Asian American, Native Hawaiian and Pacific Islander Heritage Month is "Advancing Leaders Through Innovation."; and

WHEREAS, Asian American and Pacific Islanders continue to enrich every aspect of our society, including the economy, culture, education, politics, arts, literature, science and technological developments.

NOW THEREFORE, the CITY OF DIAMOND BAR does hereby proclaim **May 2024** as **ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH** and calls upon the Diamond Bar community to join in celebrating this month with appropriate programs and activities.

May 7, 2024

Stan Liu
Mayor

Chia Yu Teng
Mayor Pro Tem

Andrew Chou
Council Member

Ruth M. Low
Council Member

Steve Tye
Council Member

Agenda #: *5.4*
Meeting Date: *May 7, 2024*

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **CONSULTING SERVICES AGREEMENT WITH THE SCANNING COMPANY FOR DOCUMENT SCANNING SERVICES.**

STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Approve and authorize the City Manager to sign the Consulting Services Agreement with TSC LLC d.b.a. The Scanning Company for document scanning services through June 30, 2027.

FINANCIAL IMPACT:

The total not-to-exceed amount of the multi-year agreement is $150,000. Sufficient funds in the amount of $50,000 are included in the Fiscal Year 2023-24 City Manager's Office – Professional Services budget to cover the cost of such services. Additional funds will be appropriated in future fiscal years on an as-needed basis.

BACKGROUND:

The City is dedicated to supporting the City Council's Strategic Plan goal of fostering an Open, Engaged and Responsive Government. As a part of this commitment, the City has made significant strides in digitization efforts to ensure that both staff and the public have convenient access to digital records. These efforts have not only enhanced transparency, improved efficiency, and promoted accessibility but have also resulted in the elimination of offsite storage units, thereby reducing associated expenses. There is a need to continue the contracted use of such services to achieve the goal of digitization of historical records in compliance with the City's Records Retention Schedule. The City's previous provider for document imaging and quality control services was Raycom Data Technologies, Inc. Their agreement expired on June 30, 2023, necessitating the initiation of a Request for Proposals (RFP) process.

ANALYSIS:

The City issued an RFP for Citywide Scanning Services, which closed on May 26, 2023, receiving a total of seven (7) proposals. To ensure a fair comparison, each entity was requested to provide the cost of various scanning functions for a quantity of one. These functions include but are not limited to: pick-up and delivery charges, document preparation, scanning of different sized documents, metadata entry, OCR conversion, data transfer and quality control check services. (For simplicity purposes, the below costs reflect the vendor's total of 1 pick-up, 1 delivery, 1 document preparation, 1 page to be scanned, and so on and so forth.)

- MSI Imaging/TSC LLC - $1.06 - **Recommended**
- Legal Vision Group, LLC - $125.88
- Raycom Data Technologies, Inc. - $151.18
- Omni Pro, Inc. - $435.65
- Crisp Imaging - $621.98
- United Records Management, Inc. - $843.86
- SyTech Solutions - $871.82

A detailed breakdown of each proposer's line item costs are provided in the table below.

Description	Quantity	MSI Imaging/TSC LLC	Legal Vision Group, LLC	Raycom Data Technologies, Inc	omni pro, inc	Crisp Imaging	United Records Management	SyTech Solutions
Pick-up Charge (per pick-up)	1	$0.00	$32.50	$75.00	$200.00	$250.00	$82.50	$375.00
Delivery Charge (per delivery)	1	$0.00	$32.50	$75.00	$200.00	$250.00	$82.50	$375.00
Project Set-up Charge	1	$0.00	$0.00	$0.00	$0.00	$0.02	$192.50	$0.00
Pre-scanning Document Preparation	1	$0.00	$0.02	$0.03	$0.00	$0.04	$0.04	$0.03
Full Color 8.5x11	1	$0.06	$0.05	$0.07	$0.03	$0.05	$0.02	$0.06
Full Color Oversized (Architectural)	1	$1.00	$0.80	$1.04	$0.50	$1.65	$0.99	$1.20
Page Rotation	1	$0.00	$0.00	$0.00	$0.00	$0.01	$0.00	$0.01
File re-assembly	1	$0.00	$0.00	$0.03	$0.00	$0.02	$0.02	$0.03
Metadata Entry (100 characters)	1	$0.00	$0.00	$0.01	$0.10	$0.17	$1.28	$0.50
OCR Conversion	1	$0.00	$0.01	$0.00	$0.01	$0.01	$0.01	$0.01
Data Transfer (Laserfiche Briefcase)	1	$0.00	$0.00	$0.00	$0.00	$0.01	$192.50	$95.00
Quality Control Check	1	$0.00	$0.01	$0.00	$0.01	$0.01	$0.02	$0.00
Other Charges/Fees	1	$0.00	$20.00		$35.00	$120.00	$38.50	$6.00
Other Charges/Fees	1	$0.00	$20.00			$0.00	$60.50	$1.00
Other Charges/Fees	1	$0.00	$20.00			$0.00	$192.50	$18.00
		$1.06	$125.88	$151.18	$435.65	$621.98	$843.86	$871.82

MSI Imaging/TSC LLC was determined to be the lowest responsive bidder, with their location in Diamond Bar being a significant factor due to the absence of pick-up and delivery charges for the City. Positive feedback from their reference checks further supported their selection. Notably, the vendor, originally named MSI Imaging during their response to the City's RFP, has rebranded as The Scanning Company and is transitioning away from MSI contracts. The City Attorney has reviewed and approved their request to formalize an agreement under the new name, recognizing that they are separate entities under the same ownership.

LEGAL REVIEW:

The City Attorney has reviewed and approved the agreement as to form.

PREPARED BY:

Dannette Allen

Dannette Allen, Principal 5/7/2024

REVIEWED BY:

Ryan McLean

Ryan McLean, Assistant City Manager 4/9/2024

Jason Jacobsen

Jason Jacobsen, Finance Director 4/10/2024

Kristina Santana

Kristina Santana, City Clerk 4/10/2024

Daniel Fox

Daniel Fox, City Manager 5/1/2024

Attachments:

1. 5.4.a CONSULTING SERVICES AGREEMENT - The Scanning Company

CONSULTANT SERVICES AGREEMENT
[*Non-Design Professionals*]

THIS AGREEMENT (the "Agreement") is made as of May 7, 2024 by and between the City of Diamond Bar, a municipal corporation ("City") and TSC LLC d.b.a. The Scanning Company (TSC), a California limited liability company ("Consultant").

1. Consultant's Services.

Subject to the terms and conditions set forth in this Agreement Consultant shall provide to the reasonable satisfaction of the City the document imaging and quality control services set forth in the attached Exhibit "A", which is incorporated herein by this reference. As a material inducement to the City to enter into this Agreement, Consultant represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

Dannette Allen, Principal Management Analyst (herein referred to as the “City’s Project Manager”), shall be the person to whom the Consultant will report for the performance of services hereunder. It is understood that Consultant shall coordinate its services hereunder with the City’s Project Manager to the extent required by the City’s Project Manager, and that all performances required hereunder by Consultant shall be performed to the satisfaction of the City’s Project Manager and the City Manager

2. Term of Agreement. This Agreement shall take effect May 7, 2024, and shall continue until June 30, 2027 ("Term"), unless earlier terminated pursuant to the provisions herein.

The City Manager shall have the option to extend this Agreement for two (2) additional two (1) year terms, subject to the same terms and conditions contained herein, by giving Consultant written notice of the exercise of this option at least thirty (30) days prior to the expiration of the initial Term. In the event the City exercises its option to extend the Term, Consultant's compensation shall be subject to an adjustment upon the effective date of extension as follows:

> Any increase in compensation will be negotiated between the City and the Consultant, but in no event shall the increase exceed the amount that the Consumer Price Index ("CPI") for the Los Angeles-Anaheim-Riverside metropolitan area for the month immediately preceding the Adjustment Date (the "Index Month") as reported by the Bureau of Labor Statistics of the United States Department of Labor, has increased over the CPI for the month one year prior to the Index Month.

3. Compensation. City agrees to compensate Consultant for each service which Consultant performs to the satisfaction of City in compliance with the scope of services set forth in Exhibit "A". Payment will be made only after submission of proper invoices in the form specified by City. Total payment to Consultant pursuant to this Agreement shall not exceed one hundred and fifty thousand dollars ($150,000) without the prior written consent of the City. The above not to exceed amount shall include all costs, including, but not limited to, all clerical, administrative, overhead, telephone, travel and all related expenses.

4. Payment.

A. As scheduled services are completed, Consultant shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

B. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

C. City will pay Consultant the amount invoiced the City will pay Consultant the amount properly invoiced within 35 days of receipt.

D. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

5. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefore have been previously authorized in writing and approved by the City Manager or his designee as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, if any, and adjustment of the fee to be paid by City to Consultant.

6. Priority of Documents. In the event of any inconsistency between the provisions of this Agreement and any attached exhibits, the provisions of this Agreement shall control.

7. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent, except as specifically provided herein. 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, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with Workers' Compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable Worker's Compensation laws.

D. Consultant shall, at Consultant’s sole cost and expense fully secure and comply with all federal, state and local governmental permit or licensing requirements, including but not limited to the City of Diamond Bar, South Coast Air Quality Management District, and California Air Resources Board.

E. In addition to any other remedies it may have, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification required by this Agreement or for any amount or penalty levied against the City for Consultant’s failure to comply with this Section.

8. Standard of Performance. Consultant shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions and represents that it and any subcontractors it may engage, possess any and all licenses which are required to perform the work contemplated by this Agreement and shall maintain all appropriate licenses during the performance of the work.

9. Indemnification.

Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers ("Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with:

(1) Any and all claims under Workers’ Compensation Act and other employee benefit acts with respect to Consultant’s employees or Consultant’s contractor’s employees arising out of Consultant’s work under this Agreement; and

(2) Any and all claims arising out of Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City’s passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant’s legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment

rendered against the Indemnitees. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Except for the Indemnitees, this Agreement shall not be construed to extend to any third party indemnification rights of any kind.

(3) The Consultant's obligations to indemnify, defend and hold harmless the City shall survive termination of this Agreement.

10. Insurance.

A. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and approved by the City the following insurance:

(1) a policy or policies of broad-form comprehensive general liability insurance written on an occurrence basis with minimum limits of $1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) property damage insurance with a minimum limit of $500,000.00 per occurrence;

(3) automotive liability insurance written on an occurrence basis covering all owned, non-owned and hired automobiles, with minimum combined single limits coverage of $1,000,000.00; and

(4) Worker's Compensation insurance when required by law, with a minimum limit of $500,000.00 or the amount required by law, whichever is greater.

B. The City, its officers, employees, agents, and volunteers shall be named as additional insureds on the policies as to comprehensive general liability, property damage, and automotive liability. The policies as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the City shall be excess insurance only.

C. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City at least ten (10) days prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage and in the event of any of the same by the insurer to immediately notify the City.

D. All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement and shall be issued by an insurance company which is authorized to do business in the State of California or which is approved in writing by the City; and shall be placed have a current A.M. Best's rating of no less than A-, VII.

E. Consultant shall submit to City (1) insurance certificates indicating compliance with the minimum insurance requirements above, and (2) insurance policy endorsements or a copy of the insurance policy evidencing the additional insured requirements in this Agreement, in a form acceptable to the City.

F. Self-Insured Retention/Deductibles. All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's due to such failure in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

G. Subrogation. With respect to any Workers' Compensation Insurance or Employer's Liability Insurance, the insurer shall waive all rights of subrogation and contribution it may have against the Indemnitees.

H. Failure to Maintain Insurance. If Consultant fails to keep the insurance required under this Agreement in full force and effect, City may take out the necessary insurance and any premiums paid, plus 10% administrative overhead, shall be paid by Consultant, which amounts may be deducted from any payments due Consultant.

I. Consultant shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the City for review and approval. All insurance for subcontractors shall be subject to all of the requirements stated herein.

11. Confidentiality. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant prepares reports of a proprietary nature specifically for and in connection with certain projects, the City shall not, except with Consultant's prior written consent, use the same for other unrelated projects.

12. Ownership of Materials. Except as specifically provided in this Agreement, all materials provided by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may, however, make and retain such copies of said documents and materials as Consultant may desire.

13. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Consultant and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. The City and any of their authorized representatives shall have access to and the right to audit and reproduce any of Consultant's records regarding the services provided under this Agreement. Consultant shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Consultant agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from the City, and copies thereof shall be furnished if requested.

14. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of hardware or software to City as a result of the performance of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

15. Termination. The City may terminate this Agreement with or without cause upon fifteen (15) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following delivery of the notice. In the event of such termination, City agrees to pay Consultant for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, unless the notice provides otherwise, except those services reasonably necessary to effectuate the termination. The City shall be not liable for any claim of lost profits.

16. Personnel/Designated Person. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by

Consultant or under it supervision, and all personnel engaged in the work shall be qualified to perform such services.

17. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

18. Reserved.

19. Reserved.

20. Reserved.

21. Reserved.

22. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

23. Compliance with Laws. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

24. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. Reserved.

26. Reserved.

27. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

"CONSULTANT"	"CITY"
THE SCANNING COMPANY	City of Diamond Bar
1550 Valley Vista Dr., Suite 150	21810 Copley Drive
Diamond Bar, CA 91765	Diamond Bar, CA 91765-4178
Attn.: Steve Lin	Attn.: Dannette Allen
Phone: 909-285-0553	Phone: 909-839-7012
E-Mail: steve.lin@thescanningcompany.com	E-mail: dallen@diamondbarca.gov

28. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California. The venue for any action brought under this Agreement shall be in Los Angeles County.

29. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

30. Entire Agreement. This Agreement, and any other documents incorporated herein by reference, represent the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by a person duly authorized to do so under the City's Purchasing Ordinance.

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

"Consultant"	"City"
THE SCANNING COMPANY, INC.	CITY OF DIAMOND BAR
DocuSigned by: Steve Lin 60AB6D1E84444A7...	
By: ____________	By: ____________
Printed Name: Steve Lin	Daniel Fox, City Manager

Title: President

By: ___________________________
Printed Name: ____________________
Title:______________________________

ATTEST:

____
Kristina Santana, City Clerk

Approved as to form:

DocuSigned by:
By: Omar Sandoval
4F8D2446CBF347C...
Omar Sandoval, City Attorney

NOTE*:** ***If Consultant is a corporation, the City requires the following signature(s):

- **--** *(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*
- -- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

EXHIBIT "A"

SCOPE OF WORK

The Scanning Company (TSC) shall perform "Document Preparation" as necessary to scan all files. This includes removing all staples and paperclips, repair all torn documents with non-reflective tape, straighten all folded plans and mount any irregular size document on standard 8 ½" x 11" paper and otherwise make the documents ready for processing.

Quality and Production Requirements

a. All data must be preserved in a form identical to, or functionally equal to, the original record.
b. Documents contain a mix of single-sided and double-sided pages.
c. Documents contain a mix of black & white and colored pages.
d. Document preparation to include separation of documents from their bindings prior to scanning. The records need to be rebound in their correct order prior to returning them to the City.
e. Scanned images shall be placed on a File Transfer Protocol (FTP) site in Laserfiche Briefcase (LFB) format only, allowing for importing of items into the City's Laserfiche repository. The City is currently running version 10.4 on the Laserfiche server.
f. Each scanned image shall have a unique file name specified by the City.
g. Documents shall rotate to provide maximum readability (e.g. letters shall be in proper orientation when document is displayed without rotation.)
h. Vendor shall use 300 dpi or higher for those documents where it is required to meet the quality requirements.
i. The vendor shall not scan blank documents.
j. Vendor shall perform a consistency check on 20% of the images. This shall include image clarity, orientation, and accuracy.
k. Vendor shall calibrate and maintain systems (maintain consistency of output as described in ANSI/AIIM MS44-1988 (R1993) Recommended Practice for Quality Control Image Scanners; ensure that scanning system is free from dust and other particles; maintain calibration through each shift; use appropriate technical targets ad procedures as defined by manufacturer).
l. Report and discuss any problem images that cannot be captured to meet benchmark specifications.

m. A document may consist of one or many pages. If the document has more than one page this document must be scanned as a single file multi-page document.
n. Vendor must pick up and return original documents promptly according to an established schedule.
o. Vendor invoices shall denote the number of scanned pages being billed for the current invoice as well as the total number of pages billed to date.
p. Provide estimate of percentage of work complete by March 2024 for budget planning purposes.

Planet Bids Line Items

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$1.0600		
1			Pick-up Charge (per pick-up)	1	1	$0.0000	$0.0000	Yes	Included
2			Delivery Charge (per delivery)	1	1	$0.0000	$0.0000	Yes	Included
3			Project Set-up Charge	1	1	$0.0000	$0.0000	Yes	Included
4			Pre-scanning Document Preparation	1	1	$0.0000	$0.0000	Yes	Included
5			Full Color 8.5x11	1	1	$0.0600	$0.0600	Yes	
6			Full Color Oversized (Architectural)	1	1	$1.0000	$1.0000	Yes	
7			Page Rotation	1	1	$0.0000	$0.0000	Yes	Included
8			File re-assembly	1	1	$0.0000	$0.0000	Yes	Included
9			Metadata Entry (100 characters)	1	1	$0.0000	$0.0000	Yes	Included
10			OCR Conversion	1	1	$0.0000	$0.0000	Yes	Included
11			Data Transfer (Laserfiche Briefcase)	1	1	$0.0000	$0.0000	Yes	Included
12			Quality Control Check	1	1	$0.0000	$0.0000	Yes	Included
13			Other Charges/Fees	1	1	$0.0000	$0.0000	Yes	Negotiable $50 per hour for work not stated in the SOW.
14			Other Charges/Fees	1	1	$0.0000	$0.0000	Yes	Included
15			Other Charges/Fees	1	1	$0.0000	$0.0000	Yes	Included

Agenda #: *5.5*
Meeting Date: *May 7, 2024*

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **PURCHASE OF TWO (2) HPE NETWORK SERVERS.**

STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Approve and authorize the City Manager to issue a purchase order to GovConnection, Inc. for the purchase of two (2) HPE Servers in the not-to-exceed amount of $67,403.88.

FINANCIAL IMPACT:

Sufficient funds are included in the FY 2023-24 Adopted Budget from the Equipment Maintenance and Replacement Fund (Fund 503) to accommodate the purchase.

BACKGROUND:

The daily operations of the City rely on the use of computers, specialized networks, and associated hardware and software to create, process, and store digital information and communicate with the public. To ensure the City's essential information systems infrastructure remains in place, it is proposed that two (2) servers be replaced. Each server has outlived its useful life and has been scheduled for replacement.

DISCUSSION

As required by the purchasing ordinance, the City solicited bids through the Planet Bids website for two (2) new HP servers as well as a five-year warranty plan for each. Five vendors submitted bids, including:

Bidder	Bid Amount
GovConnection Inc.	$67,403.88
Mvation Worldwide Inc	$140,700.05
Ersevon LLC	$150,852.25

Howard Industries, Inc.	$190,462.79
Ibilola Ogun	$243,096.13

Staff has determined that GovConnection, Inc. is the lowest cost responsible bidder, meeting all technical requirements. Therefore, it is recommended that the City Council authorize the City Manager to issue a Purchase Order to GovConnection, Inc. in the not-to-exceed amount of $67,403.88.

PREPARED BY:

Alfredo Estevez

Alfredo Estevez, Informaiton Systems Administrator 5/7/2024

REVIEWED BY:

Ken Desforges

Ken Desforges, Information Systems Director 4/19/2024

Ryan McLean

Ryan McLean, Assistant City Manager 4/19/2024

Jason Jacobsen

Jason Jacobsen, Finance Director 4/29/2024

Attachments:

1. 5.5.a HP Server Quote

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SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Di De Stefano
Phone:
Fax:
Email: di.destefano@connection.com

 # 25623100.03

PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING

Date: 4/22/2024
Valid Through: 5/22/2024
Account #: S03134

Customer Contact: Alfredo Estevez
Email: aestevez@diamondbarca.gov
Phone: (909) 839-7083
Fax: (909) 861-3117

QUOTE PROVIDED TO:	SHIP TO:
AB#: 8369465	AB#: 8369468
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ACCOUNTS PAYABLE	KEN DESFORGES
21810 COPLEY DRIVE	21810 EAST COPLEY DR
DIAMOND BAR, CA 91765	DIAMOND BAR, CA 91765
US	US
(909) 839-7000	(909) 839-7058

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	435.00 lbs	Net 30	

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*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	1	2	41662066	Q9E63A	HPE SN2010M 25GBE 18SFP28 4QSF HP StorageWorks	HP StorageWorks	$ 5,442.00	$ 10,884.00
	2	2	32590834	JL271A	100G QSFP28 to QSFP28 Direct Attach Copper Cable, 1m Aruba HPE	Aruba HPE	$ 313.00	$ 626.00
	3	4	41751964	844477-B21	CTO ENT 25Gb SFP28 to SFP28 DAC Cable, 3m Hp Openview	Hp Openview	$ 43.00	$ 172.00
	4	1	41240787	HA114A1	CTO ENT Installati Service Nimble Storage	Nimble Storage	$ -	$ -
	5	2	41262051	HA114A1#5SE	CTO ENT HPE M-series Ethernet Switch Startup SVC Hp Openview	Hp Openview	$ 1,613.00	$ 3,226.00
	6	1	41254183	HU4A6A5	CTO ENT 5Y TC Essential SVC Hp Openview	Hp Openview	$ -	$ -
	7	2	41304322	HU4A6A5#W0P	CTO ENT HPE SN2010M 25GbE Switch Support Hp Openview	Hp Openview	$ 1,286.00	$ 2,572.00
	8	1	41339621	HA124A1	CTO ENT HPE Technical Installation Startup SVC Hp Openview	Hp Openview	$ -	$ -
	9	1	41430317	HA124A1#5MR	CTO ENT HPE Tier 1 Storage Array Startup SVC Hp Openview	Hp Openview	$ 2,822.00	$ 2,822.00
	10	1	41702189	S0U33A	CTO ENT Alletra 5010H DC CTO Base Array Hp Enterprise Storageworks	Hp Enterprise Storageworks	$ 11,377.00	$ 11,377.00
	11	1	41212438	R3Q00A	CTO ENT NS 2x25GbE 2p Hp Openview	Hp Openview	$ 833.00	$ 833.00
	12	1	41702190	S0U36A	CTO ENT HPE Alletra 5010H 1.92TB FIO Cache Bundle Hp Enterprise Storageworks	Hp Enterprise Storageworks	$ 418.00	$ 418.00
	13	2	41046090	Q8J18A	CTO ENT NS NEMA 5-15 to C13 US Hp Enterprise Storageworks	Hp Enterprise Storageworks	$ 0.75	$ 1.50
	14	1	41500347	R9X15A	CTO ENT Alletra Tier 1 Storage Array Std Trk Hp Openview	Hp Openview	$ 0.50	$ 0.50

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Email: di.destefano@connection.com

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DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	435.00 lbs	Net 30	

*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	15	1	41702191	S0U34A	CTO ENT Alletra 5010H 22TB SAS Hard Drive Bundle Hp Enterprise Storageworks	Hp Enterprise Storageworks	$ 2,243.50	$ 2,243.50
	16	1	41758863	S2V19A	CTO ENT HPE AL STG 5000 2x 1200W Plat FIO PS Kit Hp Openview	Hp Openview	$ 0.50	$ 0.50
	17	1	41240782	Q8G27B	CTO ENT NOS Default Software License FIO Nimble Storage	Nimble Storage	$ 0.50	$ 0.50
	18	1	41552011	S0L75AAE	CTO ENT HPE Alletra 5010 SW / Sup 5yr SaaS Hp Openview	Hp Openview	$ 5,908.00	$ 5,908.00
	19	1	41254183	HU4A6A5	CTO ENT 5Y TC Essential SVC Hp Openview	Hp Openview	$ -	$ -
	20	1	41591914	HU4A6A5#ZDW	CTO ENT HPE NS 2x25GbE 2p SFP28 FIO Adp Kit Supp Nimble Storage	Nimble Storage	$ 546.00	$ 546.00
	21	1	41702192	HU4A6A5008G	CTO ENT HPE Alletra 5010H DC CTO Base Array Supp Hp Enterprise Storageworks	Hp Enterprise Storageworks	$ 853.50	$ 853.50
	22	1	41702193	HU4A6A5008H	CTO ENT HPE Alletra 5010H 22TB SAS HDD Bdl Supp Hp Enterprise Storageworks	Hp Enterprise Storageworks	$ 784.50	$ 784.50
	23	1	41702194	HU4A6A5008J	CTO ENT HPE Alletra 5010H 1.92FIO Cache Bdl Supp Hp Enterprise Storageworks	Hp Enterprise Storageworks	$ 812.00	$ 812.00
	24				DL380 Gen11 Server			$ -
	25	1	41634129	P52534-B21	CTO ENT HPE DL380 Gen11 8SFF NC CTO S Hewlett Packard Network Source	Hewlett Packard Network Source	$ 1,760.00	$ 1,760.00
	26	1	41634130	P52534-B21#ABA	CTO ENT HPE DL380 Gen11 8SFF NC CTO S Hp Openview	Hp Openview	$ -	$ -
	27	1	41628162	P49610-B21	CTO ENT INT Xeon-S 4410Y CPU for H Hp Openview	Hp Openview	$ 965.00	$ 965.00
	28	1	41628163	P49610-B21#0D1	CTO ENT Factory Integrat Hp Openview	Hp Openview	$ -	$ -

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DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	435.00 lbs	Net 30	

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*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	29	2	41688725	P43322-B21	CTO ENT 16GB PC5-38400 288-pin DDR5 SDRAM RDIMM Hp Openview	Hp Openview	$ 255.00	$ 510.00
	30	2	41688726	P43322-B21#0D1	CTO ENT Factory Integrated 16GB PC5-38400 288-pin DDR5 SDRAM RDIMM Hp Openview	Hp Openview	$ -	$ -
	31	1	41634132	P48813-B21	CTO ENT HPE DL380 Gen11 2U 8SFF x1 TM K Hp Openview	Hp Openview	$ 410.00	$ 410.00
	32	1	41634133	P48813-B21#0D1	CTO ENT Factory integrat Hp Openview	Hp Openview	$ -	$ -
	33	6	41385671	P28028-B21	CTO ENT 300GB SAS 15K RPM SFF BC MV Hard Drive Hp Openview	Hp Openview	$ 160.00	$ 960.00
	34	6	41385672	P28028-B21#0D1	CTO ENT Factory Integrated Hp Openview	Hp Openview	$ -	$ -
	35	1	41780353	P50728-B21	CTO ENT HPE DL380 Gen11 SFF Univ Media Bay Kit Hp Openview	Hp Openview	$ 76.00	$ 76.00
	36	1	41634135	P50728-B21#0D1	CTO ENT DL380 Gen11 SFF Universal Media Bay Kit (Factory Integrated) Hp Openview	Hp Openview	$ -	$ -
	37	1	17920698	726537-B21	CTO ENT 9.5mm SATA DVD-RW JackBlack Gen9 Optical Drive Hp Openview	Hp Openview	$ 65.00	$ 65.00
	38	1	17920701	726537-B21#0D1	CTO ENT 9.5mm SATA DVD-RW JackBlack Gen9 Optical Drive (Factory Integrated) Hp Openview	Hp Openview	$ -	$ -
	39	1	35363590	P01366-B21	96W Smart Storage Battery Kit HP Server Accessories	HP Server Accessories	$ 202.00	$ 202.00
	40	1	35055386	P01366-B21#0D1	CTO 96W Smart Storage Battery Kit (Factory Int) Hp Openview	Hp Openview	$ -	$ -
	41	1	41610841	P48918-B21	CTO ENT ProLiant DL360 Gen11 Storage Controller Enablement Cable Kit Hp Openview	Hp Openview	$ 13.00	$ 13.00

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5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	435.00 lbs	Net 30	

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*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	42	1	41610842	P48918-B21#0D1	CTO ENT Factory integrated ProLiant DL360 Gen11 Storage Controller Enablement Cable Kit Hp Openview	Hp Openview	$ -	$ -
	43	1	41610843	P58335-B21	CTO ENT MR408i-o Gen11 x8 Lanes 4GB Cache OCP SPDM Storage Controller Hp Openview	Hp Openview	$ 875.00	$ 875.00
	44	1	41610844	P58335-B21#0D1	CTO ENT Factory Integrated MR408i-o Gen11 x8 Lanes 4GB Cache OCP SPDM Storage Controller Hp Openview	Hp Openview	$ -	$ -
	45	1	41505151	P51181-B21	CTO ENT BCM 5719 1Gb 4-port BASE-T OCP Adapter Hp Openview	Hp Openview	$ 125.00	$ 125.00
	46	1	41505152	P51181-B21#0D1	CTO ENT Factory Integrated BCM 5719 1Gb 4p BASE-T OCP Adapter Hp Openview	Hp Openview	$ -	$ -
	47	2	41265791	P38995-B21	CTO ENT HPE 800W FS Plat Ht Plg LH PS Kit Hp Openview	Hp Openview	$ 140.00	$ 280.00
	48	2	41265792	P38995-B21#0D1	CTO ENT Factory integrated Hp Openview	Hp Openview	$ -	$ -
	49	2	9187828	AF556A	CTO 1.83m 10A C13-UL US Power Cord Hp Openview	Hp Openview	$ 9.00	$ 18.00
	50	2	8898716	AF556A#0D1	CTO ENT Factory Integrated 1.83m 10A C13-UL US Power Cord Hp Openview	Hp Openview	$ -	$ -
	51	1	16043021	BD505A	CTO ENT iLO Advanced 1 Server License w / 24x7 Tech Support and Updates 3 Years Hp Openview	Hp Openview	$ 170.00	$ 170.00
	52	1	17105589	BD505A#0D1	CTO ENT iLo Advanced 1-Server License w / Support on iLO Licensed Features 3 Years Factory Integrated Hp Openview	Hp Openview	$ -	$ -

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	53	1	32168271	P8B31A	CTO ENT OneView w / o iLO Advanced License w / 24x7 Support 3 Years Hp Openview	Hp Openview	$ 175.00	$ 175.00
	54	1	41780354	P51911-B21	CTO ENT HPE DL360 Gen11 CPU1 / OCP2 x8 Enable Kit Hp Openview	Hp Openview	$ 40.00	$ 40.00
	55	1	41611721	P51911-B21#0D1	CTO ENT Factory integrated Hp Openview	Hp Openview	$ -	$ -
	56	1	41627109	P49146-B21	HPE DL380 GEN11 STD FAN KIT HP Server Accessories	HP Server Accessories	$ 40.00	$ 40.00
	57	1	41645981	P49146-B21#0D1	CTO ENT Factory integrated Hp Openview	Hp Openview	$ -	$ -
	58	1	38126565	P22020-B21	DL38X Gen10 2U CMA for Rail K HP Server Accessories	HP Server Accessories	$ 42.00	$ 42.00
	59	1	41208369	P22020-B21#0D1	CTO ENT FACTORY INTEGRATED Hp Openview	Hp Openview	$ -	$ -
	60	1	41245712	P35876-B21	CTO ENT FIO Enable Kit Hp Openview	Hp Openview	$ 0.70	$ 0.70
	61	1	41627108	P49145-B21	HPE DL380 GEN11 STD HEAT SINK HP Server Accessories	HP Server Accessories	$ 90.00	$ 90.00
	62	1	41644684	P49145-B21#0D1	CTO ENT Factory integrated Hp Openview	Hp Openview	$ -	$ -
	63	1	41610853	P52341-B21	CTO ENT HPE DL3XX Gen11 Easy Install Rail 3 Kit Hp Openview	Hp Openview	$ 75.00	$ 75.00
	64	1	41610854	P52341-B21#0D1	CTO ENT Factory integrated Hp Openview	Hp Openview	$ -	$ -
	65	1	41266349	HU4A3A5	CTO ENT HPE 5Y TC Critical SVC Hp Openview	Hp Openview	$ -	$ -
	66	1	41371110	HU4A3A5#R2M	CTO ENT HPE iLO Advanced Non Blade Support Hp Openview	Hp Openview	$ 35.00	$ 35.00
	67	1	41780355	HU4A3A5#SVP	CTO ENT HPE One View w / o Ilo Support Hp Openview	Hp Openview	$ 89.00	$ 89.00
	68	1	41780356	HU4A3A500DK	CTO ENT HPE DL380 Gen11 Support Hp Openview	Hp Openview	$ 11,000.00	$ 11,000.00

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT®

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Di De Stefano
Phone:
Fax:
Email: di.destefano@connection.com

25623100.03

PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING

Date: 4/22/2024
Valid Through: 5/22/2024
Account #: S03134

Customer Contact: Alfredo Estevez
Email: aestevez@diamondbarca.gov
Phone: (909) 839-7083
Fax: (909) 861-3117

QUOTE PROVIDED TO:	SHIP TO:
AB#: 8369465	AB#: 8369468
CITY OF DIAMOND BAR CA	**CITY OF DIAMOND BAR, CA**
ACCOUNTS PAYABLE	KEN DESFORGES
21810 COPLEY DRIVE	21810 EAST COPLEY DR
DIAMOND BAR, CA 91765	DIAMOND BAR, CA 91765
US	US
(909) 839-7000	(909) 839-7058

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	435.00 lbs	Net 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	69	8	11608193	JD089B	X120 1G SFP RJ45 T Transceiver Aruba HPE	Aruba HPE	$ 245.00	$ 1,960.00
	70	1	4779533	4779533	Liftgate Service Merrimack Service Handling Fees	Merrimack Service Handling Fees	$ -	$ -
							Subtotal	**$ 64,056.20**
							Fee	**$ 0.00**
							Shipping and Handling	**$ 0.00**
							Tax	**$ 3,347.68**
							Total	**$ 67,403.88**

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT™

ORDERING INFORMATION

GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address	**Remittance Address**
GovConnection, Inc.	GovConnection, Inc.
732 Milford Road	Box 536477
Merrimack, NH 03054	Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:**https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm**

Please forward your Contract or Purchase Order to: **SLEDOPS@connection.com**
QUESTIONS: Call 800-800-0019

Agenda #: *5.6*
Meeting Date: *May 7, 2024*

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **PUBLIC WORKS AGREEMENT WITH RITE-WAY ROOF CORPORATION FOR CITY HALL ROOF REHABILITATION PROJECT (FP 24505).**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

A. Determine that the Project is exempt from the California Environmental Quality Act pursuant to Section 15301 of the CEQA Guidelines;

B. Appropriate an additional $225,600 from the General Fund, for a total construction budget, including contingency, of $671,600;

C. Approve the proposed adjustment to the CIP budget and establish a Project Payment Account containing sufficient funds from the current fiscal year budget; and

D. Approve, and authorize the City Manager to sign, the Public Works Agreement with Rite-Way Roof Corporation in the amount of $584,000, plus a contingency amount of $87,600 (15%) for contract change orders to be approved by the City Manager, for a total authorization amount of $671,600.

FINANCIAL IMPACT:

The FY2023/24 Capital Improvement Program includes $470,000 for this Project with an available balance of $446,000. An additional amount of $225,600 is required to be appropriated from the General Fund to cover the not-to-exceed amount of the Construction Agreement of $584,000, plus a contingency of $87,600 (15%), for a total approved budget of $671,600.

City Hall Roof Rehabilitation/Solar System Removal and Reinstallation (Construction) (CIP# FP24505)	Budget	Encumbrance/ Expenses	Balance
General Fund	$470,000		$470,000
Removal of nonfunctional solar system (completed)		($24,000)	$446,000
New Request: General Fund	**$225,600**		$671,600
Construction Cost (Agreement with Rite-Way Roof Corporation)		($584,000)	$87,600
Contingency (15%)		($87,600)	$0

The total contingency amount of $87,600 will only be used if unforeseen circumstances warrant a contract change order.

BACKGROUND:

The City Hall roofing system (approximately 22,500 sq ft) is original to the building, which was constructed in 1999 and has now reached the end of its operational life. The roof rehabilitation work includes installing new roof hatch and safety railing, installing safety cages over skylights, installing new counterflashing and wind clips, sealing coping joints, restoring roof drains and metal components, and a new surface coating system. The roof-mounted solar system was removed as a separate task from the subject roofing project by a solar company to limit the number of trades resulting in some nominal savings.

An analysis of the roof-mounted solar system was prepared which found the system to be nonfunctional. The analysis determined that the system had reached the end of its operational life and did not warrant any further fiscal investments. In addition, the roof mounted design that was used, prohibited maintenance activities from being completed underneath the solar panels.

This CIP Project originally envisioned the reinstallation of the solar panels on the roof. However, based on the analysis conducted that found the existing solar system to be nonfunctional, the reinstallation of solar panels will need to be deferred at this time to explore more comprehensive energy solutions for the Civic Center. Being recommended in the proposed FY 24/25 operation budget is $150,000 for a Civic Center Sustainability Study (Grant Funding by the US Department of Energy $114,980 & General Fund $35,020). This Study will analyze the Civic Center's current electrical system and develop a plan to address the future energy needs, such as EV fleet and public vehicle chargers, carport-mounted solar panels, electrical meter/panel upgrades, and parking lot ADA compliance, etc.

ANALYSIS:

On February 2, 2024, the Public Works Department opened the bid for the City Hall Rehabilitation Project, with a closing date of February 28, 2024. The City received ten (10) bids ranging from $584,000 to $1,079,000, with Rite-Way Roof Corporation meeting all of the requirements and being the lowest responsive bidder.

The bids received are as follows:

- **Rite-Way Roof Corporation** **$584,000**
- Best Contracting Services, Inc. $591,000
- Courtney Inc. $677,769
- AME Builders Inc. $714,200
- Exclusive Metal Inc. $731,690
- Chapman Coast Roof Co., Inc. $812,869
- Letner Roofing Company $827,000
- Commercial Roofing Systems Inc. $837,157
- F C And Sons Roofing Inc. $857,308
- 4 Seasons Roofing Inc. $1,079,000

The tentative construction schedule is as follows:

- Issuance of Notice to Proceed: May 8, 2024
- Start of Construction: May 13, 2024
- Anticipated Completion Date: June 28, 2024

ENVIRONMENTAL REVIEW:

Staff has determined that this Project is exempt from the California Environmental Quality Act (CEQA) provisions pursuant to the California Code of Regulations, guidelines for the implementation of the CEQA, Section 15301, Existing Facilities.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Agreement as to form.

PREPARED BY:

Jason Williams

Jason Williams, Maintenance Supervisor 5/7/2024

REVIEWED BY:

Hal Ghafari
Hal Ghafari, Public Works Manager/Asst. City Engineer 4/22/2024

David G. Liu
David G. Liu, Public Works Director/City Engineer 4/29/2024

Jason Jacobsen
Jason Jacobsen, Finance Director 4/29/2024

Attachments:

1. 5.6.a Agreement with Rite-Way Roof Corporation

PUBLIC WORKS AGREEMENT

(Uniform Cost Accounting Contract-DBMC Chapter 3.25)

The following agreement ("Agreement") is made and entered into, in duplicate, as of the date executed by the City Manager and attested to by the City Clerk, by and between **Rite-Way Roof Corporation** hereinafter referred to as the "Contractor" and the City of Diamond Bar, California, hereinafter referred to as "City."

WHEREAS, City received Contractor's bid on **February 28, 2024**; and

WHEREAS, City accepted the bid of Contractor under its Uniform Public Construction Cost Accounting Ordinance, Diamond Bar Municipal Code Chapter 3.25 ("UPCCA Ordinance"); and

WHEREAS, the UPCCA Ordinance authorizes the City Manager to execute written contracts with the Contractor for furnishing labor, equipment and material for the **City Hall roof rehabilitation project** in the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the **City Hall roof rehabilitation project** in the City (the "Work"). The Work to be performed in accordance with the scope of work (the "Attachment A") on file with the City and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the City's Project Manager, who is **Jason Williams, Maintenance Supervisor, Phone (909) 839-7059**.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY/PRIORITY OF DOCUMENTS: The Plans are incorporated herein by reference and made a part hereof with like force and effect as if set forth in full herein. The Plans, Contractor's bid dated **02/28/2024** ("Contractor's Bid") together with this Agreement shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the Contractor whether set out specifically in this Agreement or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this Agreement, the following order of precedence shall apply: (1) this Agreement; (2) the scope of work (Attachment A); and (3) Contractor's Bid (Attachment B) (collectively, the "Contract Documents").

3. COMPENSATION: Contractor agrees to receive and accept the prices set forth in its Contractor's Bid as full compensation for furnishing all materials, performing all Work, and fulfilling all obligations hereunder. Said compensation in the amount of **five hundred eighty-four thousand dollars ($584,000)** 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 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. Final payment to Contractor shall be withheld for at least 30 days after the time in which Contractor has verified, to the City's satisfaction, that it has submitted all information to the Department of Industrial Relations required by Labor Code §1773.3.

4. TERM OF AGREEMENT/LIQUIDATED DAMAGES: Contractor agrees to complete the work within one hundred twenty (120) calendar days from the date of the notice to proceed (the "Completion Date").

5. INSURANCE: Contractor shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all insurance required of the sub-contractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Workers' Compensation Insurance: Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that he has taken out full workers' compensation insurance for all persons whom he may employ directly or through sub-contractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. The Contractor, prior to commencing work, shall sign and file with the City a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires 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 work of this contract."

b. For all operations of the Contractor or any sub-contractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

1) General Liability - $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile - $2,000,000 per accident for bodily injury and property damage.

3) Employer's Liability - $1,000,000 per accident for bodily injury or disease.

c. Each such policy of insurance provided for in paragraph b. shall:

1) Be issued by an insurance company approved in writing by City, which is authorized to do business in the State of California.

2) Name as additional insured the City of Diamond Bar, its officers, agents and employees, and any other parties specified in the bid documents to be so included;

3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under the policy;

4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by City of a written notice of such cancellation or reduction of coverage."

5) Waives all right of subrogation against all persons and entities specified in subparagraph 4.c.(2) hereof to be listed as additional insured in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of Contractor or any sub-contractor in performing the work provided for herein;

6) Otherwise be in form satisfactory to the City.

d. The Contractor shall, prior to performing any work under this Agreement, deliver to the City Manager or his designee the original policies of insurance required in paragraphs a. and b. hereof, or deliver to the City Manager or his designee a certificate of the insurance company, showing the issuance of such insurance, and the additional insured and other provisions required herein.

6. PREVAILING WAGE: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the Office of the City Clerk of the City of Diamond Bar, 21810 Copley Drive, Diamond Bar, California, and are available to any interested party on request. Contractor shall cause a copy of such determinations to be posted at the job site.

Contractor shall forfeit, as penalty to City, not more than two hundred dollars ($200.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Agreement, by him or by any sub-contractor under him.

Contractor and any of its sub-contractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a contract for a public work on any public works project awarded after April 1, 2015 to a person not registered. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. APPRENTICESHIP EMPLOYMENT: In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the performance of the work.

Contractor is required to make contribution to funds established for the administrative of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade on such contracts and if other Contractors on the public works site are making such contributions.

Contractor and any sub-contractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

8. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any sub-contractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

Contractor shall forfeit, as a penalty to City, twenty-five dollars ($25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any sub-contractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

9. TRAVEL AND SUBSISTENCE PAY: Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

10. CONTRACTOR'S LIABILITY: The City and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of Contractor, of its sub-contractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

Contractor will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of Contractor, its agents, employees, sub-contractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

a. Contractor will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. Contractor will promptly pay any judgment rendered against Contractor or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of Contractor hereunder, and Contractor agrees to save and hold the Indemnitees harmless therefrom.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to Contractor under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

11. <u>NON-DISCRIMINATION:</u> Pursuant to Labor Code Section 1735, no discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of the race, color, sex, mental disability, physical disability, religion or other reason set forth in Government Code § 12940 of such person. Contractor agrees to post in conspicuous places available to employees and applications, a notice setting forth provisions of this non-discrimination clause. A violation of this section exposes the Contractor to the penalties provided for in Labor Code Section 1735.

12. PRESENTATION OF CLAIMS: Any claim, as that term is defined in Public Contract Code §9204, shall be submitted in accordance with Section 9204 and shall contain a sufficient description of the claim, the basis therefore and documentation in support of the claim. The claim shall be processed as more fully set forth in the Plans and Specifications.

13. TERMINATION: This Agreement may be terminated by the City for any reason upon the giving of a written "Notice of Termination" to Contractor at least thirty (30) days prior to the date of termination specified in the notice. Upon receipt of such notice, Contractor shall immediately cease work, unless otherwise directed by the Notice of Termination. In the event of such termination, Contractor shall be paid for services satisfactorily rendered and expenses reasonably and necessarily incurred prior to the effective date of termination, unless the Notice of Termination is issued for cause, in which event the City may withhold any disputed compensation. Contractor shall not be entitled to any claim for lost profits.

State of California

Contractor's License No. __661941__________

Contractor's Business Phone: ___909-350-8490___________

Contractor's emergency phone which can be reached at any time: ____909-350-8490__

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

Rite-Way Roof Corporation

DocuSigned by:

By: Jeff Hughes Jeffrey Hughes

E98F8B488E144B9...

Title: CEO/President

Date: 4/5/2024

*Note: only one corporate officer exists

By: ____________________

Title: ____________________

Date: ____________________

CITY OF DIAMOND BAR, CALIFORNIA

By: ____________________
Daniel Fox, City Manager

ATTEST:

By: ____________________
Kristina Santana, City Clerk

APPROVED AS TO FORM:

____
Omar Sandoval, City Attorney

NOTE: ***If Contractor is a corporation, the City requires the following signature(s):***

-- The Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. *OR*

-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

Attachment A –

Scope of work / Requirements

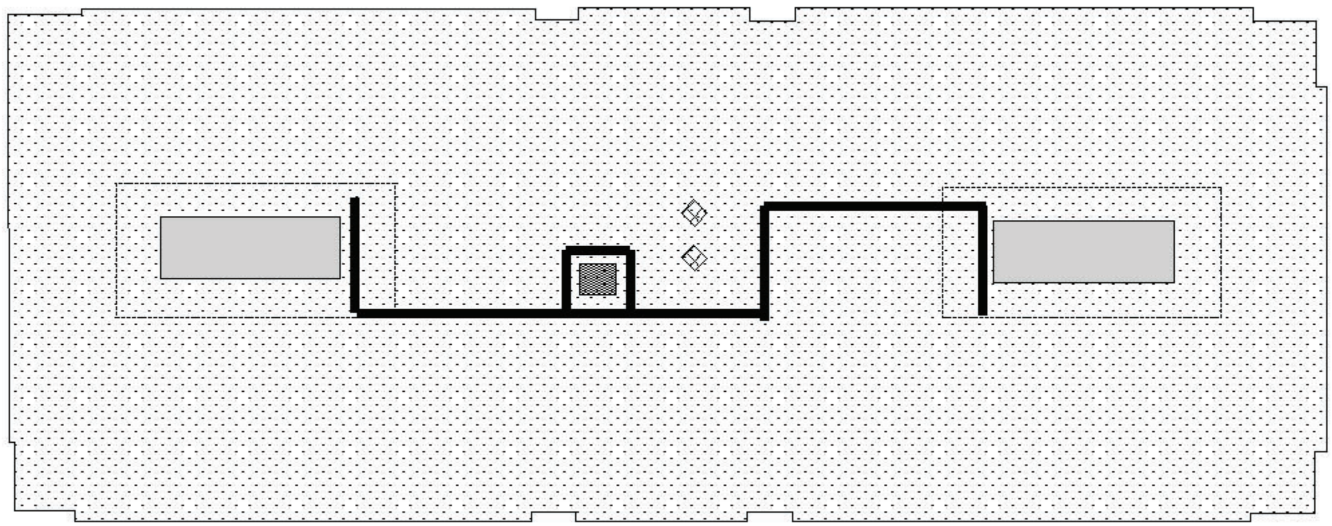
Notes –
- Solar panels and associated components to be removed by others
- Install new roof hatch and roof hatch safety railing
- Install safety cages over skylights
- Install new counterflashing and wind clips
- Seal coping joints
- Restore roof drains and metal components
- Seal cracks in efis cap and surface with coating system
- Install new clad metal pelican hood flashings
- Seal tops of wind screen supports

CITY OF DIAMOND BAR

21810 COPLEY DRIVE, DIAMOND BAR

Project
CITY HALL RE-ROOF PROJECT

Address
21810 COPLEY DRIVE, DIAMOND BAR



075416 KETONE ETHYLENE ESTER ROOFING

SERVICEABLE EQUIPMENT

WIND SCREEN

ROOF HATCH

SKYLIGHTS

WALKPAD LAYOUT

SECTION 070150 - PREPARATION FOR RE-ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Roof membrane tear-off. Leave existing cover board and insulation.
2. Temporary roofing membrane.
3. Temporary roof drainage.

1.2 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.3 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

B. Existing Membrane Roofing System: Roofing system identified above, including roofing membrane, roof insulation, surfacing, and components and accessories between deck and roofing membrane.

C. Roof Tear-Off: Removal of existing membrane roofing system from deck.

D. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.

E. Existing to Remain: Existing items of construction that are not indicated to be removed.

F. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

G. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

H. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Temporary Roofing: Include Product Data and description of temporary roofing system. If temporary roof will remain in place, submit surface preparation requirements needed to receive permanent roof, and submit a letter from roofing membrane manufacturer stating acceptance of the temporary membrane and that its inclusion will not adversely affect the roofing system's resistance to fire and wind.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer

B. Digital Images or Videos: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, which might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.

C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.

D. Schedule of Re-Roofing Preparation Activities: Indicate the following:

1. Detailed sequence of re-roofing preparation work, with starting and ending dates for each activity. Ensure occupants' on-site operations are uninterrupted.

2. Interruption of utility services. Indicate how long utility services will be interrupted.

3. Coordination for shutoff, capping, and continuation of utility services.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Installer of new membrane roofing system.

B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning membrane roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Reroofing Conference: Conduct conference at Project site.

1. Meet with Owner; roofing system manufacturer's representative; roofing Installer including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing including installers of roof accessories and roof-mounted equipment.

2. Review methods and procedures related to roofing system tear-off and replacement including, but not limited to, the following:

a. Reroofing preparation, including membrane roofing system manufacturer's written instructions.

b. Temporary protection requirements for existing roofing system that is to remain during and after installation.

c. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

d. Existing deck removal procedures and Owner notifications.

e. Condition and acceptance of existing roof deck and base flashing substrate for reuse.

f. Structural loading limitations of deck during reroofing.

g. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect reroofing.

h. Existing conditions that may require notification of Owner before proceeding.

1.7 PROJECT CONDITIONS

A. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.

B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

C. Limit construction loads on roof to rooftop equipment wheel loads and uniformly distributed loads not exceeding recommendations of Contractor's professional engineer based upon site inspection and analysis.

D. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.

E. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.

PART 2 - PRODUCTS

2.1 TEMPORARY ROOFING MATERIALS

A. Design and selection of materials for temporary roofing are responsibilities of Contractor.

2.2 TEMPORARY ROOF DRAINAGE

A. Design and selection of materials for temporary roof drainage are responsibilities of the Contractor.

PART 3 - EXECUTION

3.1 PREPARATION, GENERAL

A. Pollution Control: Comply with environmental regulations of authorities having jurisdiction. Limit spread of dust and debris.

1. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

2. Remove debris from building roof by chute, hoist, or other device that will convey debris to grade level.

B. Air Intake Shutdown: Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.

C. Temporary Weather Protection: During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

3.2 ROOF TEAR-OFF

A. General: Notify Owner each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.

B. Roof Tear-Off:

1. Remove existing roofing membrane down to the cover board.

2. Remove pitch pockets.

3.3 DECK PREPARATION

A. Inspect insulation system after tear-off of membrane roofing system.

B. Verify that insulation/cover board is sound and dry.

C. Unsuitable Insulation: If insulation/cover board surface is not suitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Owner. Do not proceed with installation until directed by Owner.

3.4 TEMPORARY ROOFING MEMBRANE

A. Install approved temporary roofing membrane over area to be reroofed.

B. Remove temporary roofing membrane before installing new roofing membrane.

3.5 DISPOSAL

A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

1. Storage or sale of demolished items or materials on-site is not permitted.

B. Transport and legally dispose of demolished materials off Owner's property.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by preparation for re-roofing operations. Return adjacent areas to condition existing before operations began.

END OF SECTION 070150

SECTION 075416 - KETONE ETHYLENE ESTER (KEE) ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Mechanically-fastened thermoplastic KEE roofing system over existing insulation, including:

2. Substrate board.

3. Walkway material.

4. Roof hatch with safety railing.

5. Skylight guards.

B. Related Sections:

1. Division 07 Section "Preparation for Re-Roofing".

1.2 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D1079 "Standard Terminology Relating to Roofing and Waterproofing" and glossary in applicable edition of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" for definition of terms related to roofing work in this Section.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Roofing Conference: Conduct conference at Project site.

1. Meet with Owner, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.

2. Review drawings and specifications.

3. Review methods and procedures related to roofing installation, including manufacturer's written instructions.

4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

5. Examine substrate conditions and finishes for compliance with requirements, including flatness and fastening.

6. Review structural loading limitations of roof deck during and after roofing.

7. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.

8. Review temporary protection requirements for roofing system during and after installation.

9. Review roof observation and repair procedures after roofing installation.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Sustainable Design Submittals:

1. Product Test Reports for Solar Reflectance: For roof materials, indicating that roof materials comply with Solar Reflectance Index requirement.

C. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work.

1. Base flashings and membrane terminations.

a. Indicate details meet requirements of NRCA required by this Section.

D. Samples for Verification: For the following products:

1. Sheet roofing.

2. Walkway pads.

1.5 INFORMATIONAL SUBMITTALS

A. Contractor's Product Certificate: Submit certificate, indicating products intended for Work of this Section, including product names and numbers and manufacturers' names, with statement indicating that products to be provided meet the requirements of the Contract Documents.

B. Qualification Data: For Installer, Manufacturer and Roofing Inspector.

1. Include letter from Manufacturer written for this Project indicating approval of Installer.

C. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.

1. Submit evidence of compliance with performance requirements.

a. Include: UL listing certificate and Energy Performance.

2. Product Compatibility: Indicate manufacturer has verified compatibility of roofing system components, including but not limited to: Roofing membrane, flashing sheets, adhesives, and sealants.

D. Warranties: Unexecuted sample copies of special warranties.

E. Inspection Reports: Reports of Roofing Inspector. Include weather conditions, description of work performed, tests performed, defective work observed, and corrective actions taken to correct defective work.

1. Submit reports within 24 hours after inspection.

1.6 CLOSEOUT SUBMITTALS

A. Executed copies of warranties.

B. Maintenance Data: To include in maintenance manuals.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of five years' experience installing products comparable to those specified, able to communicate verbally with Contractor and employees, and qualified by the manufacturer to install manufacturer's product and furnish warranty of type specified.

B. Manufacturer Qualifications: Approved manufacturer listed in this Section, UL listed for roofing systems comparable to that specified for this Project, with minimum five years' experience in manufacture of thermoplastic roof membrane products in successful use in similar applications.

1. Approval of Comparable Products: Submit the following in accordance with project substitution requirements, within time allowed for substitution review:

a. Product data, including certified independent test data indicating compliance with requirements.

b. Samples of each component.

c. Sample submittal from similar project.

d. Project references: Minimum of five installations of specified products not less than five years old, with Owner and Architect contact information.

e. UL listing.

f. Nemo report.

g. Sample warranty.

2. Substitutions following award of contract are not allowed except as stipulated in Division 01 General Requirements.

3. Approved manufacturers must meet separate requirements of Submittals Article.

C. Roofing Inspector Qualifications: A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be one of the following:

1. An authorized full-time technical employee of the manufacturer.

2. An independent party certified as a Registered Roof Observer by the International Institute of Building Enclosure Consultants (formerly the Roof Consultants Institute) retained by the Contractor or the Manufacturer and approved by the Manufacturer.

D. Manufacturer's Installation Instructions: Obtain and maintain on-site access to manufacturer's written recommendations and instructions for installation of products.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.9 PROJECT / FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

B. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.

1. Provide tie-offs at end of each day's work to cover exposed roofing and insulation with a course of roofing sheet securely in place with joints and edges sealed.

2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing.

3. Remove temporary plugs from roof drains at end of each day.

4. Remove and discard temporary seals before beginning work on adjoining roofing.

1.10 WARRANTY

A. Manufacturer's Warranty: Roof System Manufacturer's standard form in which Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within warranty period, as follows.

1. Form of Warranty: Manufacturer's standard warranty form.

2. Scope of Warranty: Work of this Section and including sheet metal details and termination details installed by the roof system Installer and approved by the Roof System Manufacturer.

3. Warranty Period: 30 years from date of completion.

B. Manufacturer Inspection Services: By manufacturer's technical representative, to report maintenance responsibilities to Owner necessary for preservation of Owner's warranty rights. The cost of manufacturer's inspections is included in the Contract Sum.

1. Inspections to occur in following years: 2, 5, 10, 15, 20, and 25 following completion.

C. Installer Warranty: Installer's warranty signed by Installer, as follows.

1. Form of Warranty: Form acceptable to Roofing Manufacturer and Owner.

2. Scope of Warranty: Work of this Section.

3. Warranty Period: 2 years from date of completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design: The roof system specified in this Section is based upon products of Tremco CPG Incorporated.

B. Source Limitations: Obtain components for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. General Performance: Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.

1. Accelerated Weathering: Roofing system shall withstand 10,000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.

2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D3746/D3746M, ASTM D4272/D4272M, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.

B. Flashings and Fastening: Provide base flashings, perimeter flashings, detail flashings and component materials and installation techniques that comply with requirements and recommendations of the following:

1. NRCA Roofing Manual (Sixth Edition) for construction details and recommendations.

2. SMACNA Architectural Sheet Metal Manual (Seventh Edition) for construction details.

C. Exterior Fire-Test Exposure: ASTM E108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.

D. Energy Performance: Roofing system shall have an initial solar reflectance index of not less than 0.70 and an emissivity of not less than 0.75 when tested according to CRRC-1.

2.3 MATERIALS, GENERAL

A. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

2.4 THERMOPLASTIC MEMBRANE MATERIALS

A. KEE Roof Membrane:

1. Thermoplastic Ketone Ethylene Ester (KEE) coated polyester fabric-reinforced sheet, ASTM D6754.

a. Breaking Strength, minimum, ASTM D751: Machine direction, 500 lbf (87 kN/m); Cross machine direction, 400 lbf (70 kN/m).

b. Tear Strength, minimum, ASTM D751: Machine direction,125 lbf (21 kN/m); Cross machine direction, 145 lbf (25 kN/m).

c. Elongation at Break, ASTM D751: 20 percent.

d. Dynamic Impact/Puncture Resistance, ASTM D5635: Pass.

e. Minimum Membrane Thickness, nominal, less backing, ASTM D751: 60 mils (1.5 mm).

f. Thickness over fiber, optical method: 0.014 inches.

g. Accelerated Weathering, ASTM G155 and ASTM G154: Not greater than 5,000 hr., no cracking or crazing.

h. Abrasion Resistance, ASTM D3389: Not greater than 2,000 cycles, H-18 wheel, 1,000 g load.

i. Color: White.

j. Solar Reflectance Index (SRI), ASTM E1980: 110 (White, initial), 86 (White, 3-yr aged).

B. Sheet Flashing: Manufacturer's standard, smooth-backed, sheet flashing of same material, type, reinforcement, thickness and color as KEE roof membrane.

2.5 AUXILIARY ROOFING MATERIALS

A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use, and compatible with membrane roofing.

1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.

B. Flashing Membrane Adhesive:

1. Bonding adhesive, solvent based fast drying, VOC-compliant, for bonding KEE smooth-backed single ply membranes and flashings to substrates.

a. VOC, maximum, ASTM D 3960: 200 g/L.

C. Polyurethane Elastomeric Fluid-Applied System: Two-coat fluid-applied roofing membrane formulated for application over prepared existing roofing substrate.

1. Polyurethane Roof Coating System Base Coat: Bio-based, low-odor low-VOC two-part, for use with a compatible top coat.

a. Minimum Thickness, Base Coat reinforced over Single-Ply: 48 mils (1.22 mm) wet.

2. Polyurethane roof coating system top coat, bio-based low-odor low-VOC two-part, for application over compatible base coat.

a. Minimum Thickness, reinforced system: 32 mils (0.81 mm) wet.

D. Primers:

1. Primer for Asphaltic and Single-Ply Membranes: Water-based, polymer-modified quick-dry low odor primer.

2. Primer for Non-Porous Surfaces: Single-part, water based primer to promote adhesion of urethanes to metals, PVC and other non-porous surfaces.

3. Primer for Intercoat and Substrate Adhesion: Single-part, quick-drying primer to promote adhesion of urethane products to previous urethane coats and to other approved surfaces.

E. Fluid-Applied Roofing Reinforcing Fabric:

1. Polyester Reinforcing and Protection Fabric: 100 percent stitch-bonded mildew-resistant polyester fabric intended for reinforcement of compatible fluid-applied membranes and flashings.

F. Efis and Metal Coating, Elastomeric: High-solids breathable acrylic polymer coating formulated for use on masonry substrates.

1. Tensile Strength at 77 deg. F, (25 deg. C): 375 psi (2585 kPa).

2. Tear Resistance, ASTM D522: 135 lbf/in (23 kN/m).

3. Elongation at 77 deg. F, (25 deg. C) ASTM D2370: 200 percent.

4. Flexibility at -15 deg F (-26 deg C), ASTM D522: Pass 1/2 inch mandrel bend.

5. Solids by volume, minimum ASTM D5201): 50 percent.

6. Water Vapor Permeance, ASTM E96: 12 perms.

7. Minimum Thickness, Wall Application: 24 mils (0.60 mm) wet.

G. Primer, Masonry: Acrylic primer formulated for use on masonry, EIFS, stucco, and other cementitious surfaces, and wood.

1. Flexibility at -15 deg F (-26 deg C), ASTM D1737: Pass 1/8 inch mandrel bend.

2. Solids by volume, percent: 40 percent.

3. VOC: 62 g/L.

H. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch (25 mm by 3 mm) thick; with anchors.

I. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch (25 mm wide by 1.3 mm) thick, prepunched.

J. Fasteners: Factory-coated steel fasteners and metal plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to membrane roofing system manufacturer.

K. Joint Sealant: Elastomeric joint sealant compatible with roofing materials, with movement capability appropriate for application.

1. Joint Sealant, Polyurethane: ASTM C920, Type S, Grade NS, Class 50 single-component moisture curing sealant, formulated for compatibility and use in dynamic and static joints; paintable.

a. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 40 g/L.

b. Hardness, Shore A, ASTM C661: 40.

c. Adhesion to Concrete, ASTM C794: 35 pli.

d. Tensile Strength, ASTM D412: 350 psi (2410 kPa).

e. Color: White.

L. Sheet Metal:

1. Clad metal.

2. 24-gauge counterflashing with hemmed edge and wind clips.

3. 24-gauge skirt metal with hemmed edge.

M. Roof Hatch: Match existing size.

1. Material: 14 gauge G-90 paint bond galvanized steel.

2. Cover: Brake formed, hollow-metal design with 1” fiber board insulation, 3” beaded, overlapping flange, fully welded at corners, and internally reinforced for 40 psf live load.

3. Curb: 12” in height with integral cap flashing, 1” fiberboard insulation, fully welded at corners, and 3-1/2” mounting flange with 7/16” holes provided for securing frame to the roof deck.

4. Gasket: Extruded EPDM rubber gasket permanently adhered to cover.

5. Hinges: Heavy-duty pintle hinges with 3/8” Type 316 stainless steel hinge pins.

6. Latch: Slam latch with interior turn handles and padlock hasps.

7. Finish: Alkyd base red oxide primer.

8. Hardware: Engineered composite compression spring tubes with steel compression springs packed in grease. All other hardware is zinc plated/chromate sealed.

N. Hatch Safety Railing:

1. 1 ¼” schedule 40 pipe in 6061 T6 aluminum alloy for posts and rails.

2. Cast aluminum locking mechanism and type 316 stainless steel spring hinges and fasteners.

3. Meet OSHA 29 CFR 1910.23 requirements.

4. Safety yellow powder coat paint finish.

O. Skylight Screen Systems, General: Fall protection screen components including wire mesh screen, frame, fittings, and accessories as required for complete installation complying with requirements of authorities having jurisdiction.

1. Application: Curb-mounted perimeter screen frame.

2. Application: Standing seam metal roof-mounted perimeter screen frame clamped to standing seams with puncture-free set screws.

3. Application: Ribbed or corrugated metal roof-mounted perimeter screen frame.

4. Frames: Formed galvanized steel sheet.

5. Screen: Welded wire steel mesh, galvanized, 2 by 2 inches (51 by 51 mm).

P. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.

Q. Miscellaneous Accessories: Provide pourable sealers, clad metal, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

2.6 SUBSTRATE BOARD

A. Substrate Board:

1. Gypsum panel, glass-mat-faced, ASTM C1177/C1177M.

a. Thickness: 1/2 inch (12 mm).

B. Insulation Fasteners: Factory-coated steel fasteners and metal plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.

2.7 WALKWAY MATERIALS

A. Walkway / Protection Mat Material:

1. Protection mat, reinforced KEE membrane mat with serrated slip-resistant surface and enhanced puncture resistance, fabricated for heat welding to compatible KEE membrane surface.

a. Mat Size: 28 inches by 48 feet (710 mm by 13.1 m).

b. Thickness: 0.234 inch (5.9 mm).

c. Puncture resistance: 850 lbs (148 kN/m).

d. Tear strength: 350 lbs (60 kN/m).

e. Color: Yellow.

B. Rubber blocks: 100% rubber blocks with steel channels and reflective strips designed for supporting conduit.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:

1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.

2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.

B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.3 INSTALLATION, GENERAL

A. Install roofing system in accordance with manufacturer’s written instructions and approved details.

B. NRCA Installation Details: Install roofing system in accordance with applicable NRCA Manual Plates and NRCA recommendations; modify as required to comply with manufacturer's approved details and perimeter fastening requirements.

3.4 SUBSTRATE BOARD INSTALLATION

A. Coordinate installing membrane roofing system components so substrate board is not exposed to precipitation or left exposed at the end of the workday.

B. Substrate Boards: Install substrate boards over existing insulation system with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches (150 mm) in each direction. Loosely butt cover boards together.

1. Secure cover boards to resist uplift pressure at corners, perimeter, and field of roof.

2. Fasten substrate board to resist uplift pressure at corners, perimeter, and field of roof.

3.5 MECHANICALLY FASTENED MEMBRANE ROOFING INSTALLATION

A. Mechanically fasten membrane roofing over area to receive roofing and install according to roofing system manufacturer's written instructions.

B. Start installation of membrane roofing in presence of roofing system manufacturer's technical personnel.

C. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

D. Mechanically fasten or adhere membrane roofing securely at terminations, penetrations, and perimeter of roofing.

E. Apply membrane roofing with side laps shingled with slope of roof deck where possible.

F. In-Seam Attachment: Secure one edge of membrane sheet using fastening plates or metal battens centered within membrane seam and mechanically fasten membrane sheet to roof deck.

G. Metal Stress Plate Installation:

1. Locate plates in grid pattern in accordance with membrane manufacturer's instructions.

2. Install plates in straight rows in the specified number and spacing to achieve the required wind uplift resistance in the main field, edges and corners of the roof.

3. Install plates and separation pads using fasteners that comply with the specified applicable building code wind uplift rating and the fastener and membrane manufacturer's requirements. Ensure that all fasteners are properly driven normal to the surface of the sub-structure. Do not over-drive fasteners; plates that are recessed into and/or not flush with the surface of the insulation are not acceptable.

H. Welded Seams: Clean seam areas, overlap membrane roofing, and hot-air weld side and end laps of membrane roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.

1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet membrane.

2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.

3. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.

I. Spread sealant bed over deck drain flange at roof drains and securely seal membrane roofing in place with clamping ring.

3.6 BASE FLASHING INSTALLATION

A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.

B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.

C. Flash penetrations, supports, and field-formed inside and outside corners with cured or uncured sheet flashing. Seal top of flashing with butyl tape between membrane and penetration and secure with stainless steel pipe clamps. Three course pipe clamps on square and irregular shaped penetrations with acrylic sealer and polyester reinforcement.

D. Terminate field membrane at base of I beam supports and other irregular penetrations. Install fully reinforced liquid applied flashing system 6” up the support/penetration. Grind down to bare metal and prime prior to installation.

E. Install new counterflashing and wind clips at all locations.

F. Install new skirt metal counterflashing at equipment curbs and skylights.

G. Seal cracks in top of efis wall and vertical portion on roof side. Prime and surface that portion of the wall with masonry primer and masonry coating system. Finish with paint matching the existing wall.

H. Install new clad base flashings and pelican hoods for insulated lines and multiple lines going through the same opening.

I. Remove prior repairs over coping joints and fasteners. Seal joints and fasteners with silicone sealant and silicone extrusions.

J. Seal the top of all wind screen supports with polyurethane sealant. Grind to bare metal and prime prior to sealant application.

K. Install liquid applied flashing system through drain bowls and 2” into the outlet. Grind down to bare metal and prime prior to installation.

L. Seal all vent, duct, and pan seams and fasteners with acrylic sealer and polyester reinforcement. Surfaced passive vents, ducts, and pans with metal coating system at a rate of 3 gallons per square. Prepare and prime metal prior to coating application.

M. Install a new roof hatch and roof hatch safety railing at the existing location. Follow manufacturer’s written instructions for installation.

N. Install new skylight guards over two existing skylights.

O. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.

P. Seal top termination of base flashing with a metal termination bar and a continuous bead of joint sealant.

3.7 WALKWAY INSTALLATION

A. Flexible Walkways: Install walkway products in locations indicated. Heat weld to substrate or adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

1. Install walkway sections under camera block supports.

B. Install rubber blocks to support conduit. Add additional rubber blocks to insure no more than 8’ between blocks. Add additional blocks at corners and where needed for proper support.

1. Set rubber blocks on oversized walkpad sections.

2. Loosely clamp conduit.

3. Existing rubber blocks with steel channels can be re-used if they meet specification requirements.

3.8 FIELD QUALITY CONTROL

A. Roofing Inspector: Contractor shall engage a qualified roofing inspector to perform roof tests and inspections and to prepare test reports.

1. Engage a qualified roofing inspector for full time inspection to perform roof tests and inspections and to prepare start up, interim, and final reports. Roofing Inspector's quality assurance inspections shall comply with applicable criteria established in NRCA's "Quality Control and Quality-assurance Guidelines for the Application of Membrane Roofing Systems."

B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.

C. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.

D. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.9 PROTECTING AND CLEANING

A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copy to Owner.

B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements; repair substrates; and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075416

Attachment B –

Contractor's Bid

Bid Results

Bidder Details

Vendor Name	Ritew-Way Roof Corporation
Address	15425 Arrow Route Fontana, California 92335 United States
Respondee	Adam Hernandez
Respondee Title	Estimator
Phone	909-350-8490
Email	adam@ritewayroofing.com
Vendor Type	DGS, CADIR
License #	661941

Bid Detail

Bid Format	Electronic
Submitted	02/28/2024 1:40 PM (PST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	366091

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
W-9 Submitted.pdf	W-9 Submitted.pdf	W-9
Bid Documents Submitted.pdf	Bid Documents Submitted.pdf	Required Project Documents
Subcontractor list Submitted.pdf	Subcontractor list Submitted.pdf	Subcontractor list
Bid Bond Planetbids.pdf	Bid Bond Planetbids.pdf	Bonds

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$584,000.00		
1	1		SECTION 070150 - PREPARATION FOR RE-ROOFING	NA	1	$40,000.00	$40,000.00	Yes	
2	2		SECTION 075416 - KETONE ETHYLENE ESTER (KEE) ROOFING	NA	1	$544,000.00	$544,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	$584,000.00
Grand Total	$584,000.00

EXPERIENCE STATEMENT

To be responsive, the bidder must list below a minimum of three public agencies for which bidder has performed similar work within the past five years. Only projects in excess of $200,000 each qualify as similar for this project.

1. Project Title City Hall Roof
   Contract Amount $189,297.54
   Type of Work PVC Roofing
   Client City of Fillmore
   Agency Project Manager David Smallwood Phone (805) 201-9623
   Date Completed 02/24/2024 % Subcontracted 0

2. Project Title J.W. North High School Re-Roof
   Contract Amount $1,137,037.00
   Type of Work Henry Roof Maintenance System
   Client Riverside Unified School District
   Agency Project Manager Jane Jumnongsilp Phone (951) 352-6729
   Date Completed 11/08/2019 % Subcontracted 0

3. Project Title Montebello High School
   Contract Amount $1,696,173.00
   Type of Work SBS Modified Bituminous Membrane Roofing
   Client Montebello Unified School District
   Agency Project Manager Robert Geiger Phone (323) 720-5462
   Date Completed 02/02/2022 % Subcontracted 0

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature ______________________

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.

Bidder Qualifications called for to be submitted at time of bid include, but are not necessarily limited to:

1. The Contractor shall have been in business under the same name and California Contractors License for a minimum of five (5) continuous years prior to the bid opening date for this Project. The license used to satisfy this requirement shall be of same type required by the contract.

2. License classification shall be as required by the contract specifications.

3. The Contractor shall have five (5) years of experience in the Application of fluid-applied roof membrane.

4. The Contractor shall perform at least 50% of contract with its own forces.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the City on the agreement form provided, and shall secure all insurance and bonds as herein provided within ten (10) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee.

If the successful bidder refuses or fails to execute the Contract, the City may award the Contract to the next lowest responsible bidder or re-advertise. On the failure or refusal of the lowest responsible bidder or next lowest responsible bidder to execute the Contract, such bidder's guarantees shall be likewise forfeited to the City.

PERMITS, FEES AND LICENSES: The Contractor shall possess a valid business license prior to the issuance of the first payment made under this Contract.

CLAIMS FILING AND PROCESSING: The City and Bidder agree to attempt to orally resolve any disputes which may give rise to a claim (hereafter, "Claim") that falls within the definition of Public Contract Code section 9204 (hereafter, "Section 9204"). If these efforts are unsuccessful, the City and Bidder shall process the Claim in accordance with Section 9204. In summary, if the Bidder decides to submit a Claim to the City, it shall be sent by registered or certified mail, return receipt requested, together with reasonable documentation to support the Claim. A Claim may include a Claim by a subcontractor or a lower tier subcontractor meeting the requirements of Section 9204(d)(5). Within 45 days of receipt of the Claim, or any extension thereof agreed upon by the City and the Bidder, the City will conduct a reasonable review of the Claim and provide the Bidder with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Payment of any undisputed portion of the Claim shall be made within 60 days after the City issues its written statement. If the City does not provide a written statement within the time specified, the Claim shall be deemed rejected.

If the Bidder disputes the City's written statement or if the Claim is deemed rejected, the Bidder may demand in writing by registered or certified mail to the City, return receipt requested, an informal conference to meet and confer in an effort to settle the disputed portion of any Claim. Within 30 days of receipt of such written demand, the City shall schedule a meet and confer conference.

If any portion of the Claim remains in dispute after the conference, the City shall, within 10 City business days of the conclusion of the conference, provide the Bidder with a written statement identifying any portion that remains in dispute and any portion that is undisputed. Payment of any undisputed portion shall be made within 60 days after the City issues its written statement. Any remaining disputed portion shall be submitted to nonbinding mediation in accordance with Section 9204(c)(2)(B), unless the Bidder and City waive the mediation upon mutual written agreement.

CONFLICT OF INTEREST: In the procurement of supplies, equipment, construction and services by sub-recipients, the conflict-of-interest provisions in (State LCA-24 CFR 85.36 and Non-Profit Organizations - 24 CFR 84.4), OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection or in award of administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

DECLARATION OF ELIGIBILITY TO CONTRACT

[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1777.1 or 1777.7 of the California Labor Code or another provision of law.

3. The contractor is aware of California Public Contract Code Section 6109, which states:

   (a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

   (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

4. The contractor has investigated the eligibility of each and every subcontractor the contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code Sections 1777.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this day of February 28, 20~~1~~24, at Fontana, CA (place of execution).

Signature

Name: Jeff Hughes

Title: President

Name of Contractor:

Rite-Way Roof Corporation

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5 and in conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the Bidder, any officer, principal or employee of the Bidder who has a proprietary interest in the business of the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state or local government project because of violation of law or a safety regulation?

YES__________________ NO____X____________

If the answer is yes, explain the circumstances in the following space:

STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than on final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: **The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.**

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Project Identification City of Diamond Bar

City Hall Re-Roof/Rehabilitation Project

Bid Date February 28, 2024

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporation or individual bidder. The bidder may attach any additional information or explanation of data, which he would like, taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

ITEM	5 CALENDAR YEARS PRIOR TO CURRENT YEAR						CURRENT YEAR
	2018	2019	2020	2021	2022	TOTAL	2023
No. of Contracts	120	146	90	106	109	571	121
Total dollar amount of contracts (in 1,000's)	$5,872,021	$7,370,891	$12,885,815	$12,179,375	$12,605,603	$50,913,705	$12,225,927
No. of lost workday cases	2	0	2	0	0	4	1
No. of lost work day cases involving permanent transfer to another job or termination of employment	15	0	0	0	0	15	92
No. of lost workdays	8	0	462	0	0	470	0

*The information required for this item is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary - Occupational Injuries and Illnesses, OSHA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of these records.

Rite-Way Roof Corporation	Jeff Hughes
Name of Bidder (Print	Signature
15425 Arrow Route	661941, Exp. January 31, 2026, B, C10, C39 & C43
Address Class	State Contractor's Lic. No. &
Fontana, CA 92335	(909) 350-8490
City Zip Code	Telephone

SUBCONTACTOR LIST - City Hall Roof Rehabilitation Project FP23505

SUBCONTRACTOR NAME	PHONE NUMBER	DIR #	E-MAIL	JOB DESCRIPTION
GAMA Contracting Services, Inc	(626) 442-7200	100000934	info@gamacsi.com	Demolition and Asbestos

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Rite-Way Roof Corporation
15425 Arrow Boulevard
Fontana, CA 92335

SURETY:
(Name, legal status and principal place of business)

Developers Surety and Indemnity Company
17771 Cowan, Suite 100,
Irvine, CA 92614

OWNER:
(Name, legal status and address)

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Percent of Their Greatest Amount Bid (10% of Their G.A.B.)

PROJECT: *(Name, location or address, and Project number, if any)*

City Hall Re-Roof/Rehabilitation Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of February, 2024

	Rite-Way Roof Corporation
(Witness)	*(Principal)* *(Seal)*
	(Title)
	Developers Surety and Indemnity Company
(Witness)	*(Surety)* *(Seal)* Susan C. Monteon
	(Title) Susan C. Monteon, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

/

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Janelle L. Tuominen and Susan C. Monteon, of Riverside, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective February 27, 2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By:

Printed Name: Sam Zaza

Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

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 this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this 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

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:

By: Barry W. Moses — Barry W. Moses, Assistant Secretary — POA No. N/A

6B6415E7ADE548C...

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

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 Riverside

On February 27, 2024 before me, Janelle L. Tuominen, Notary Public,
Date / Insert Name of Notary exactly as it appears on the official seal

personally appeared Susan C. Monteon
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.

JANELLE L. TUOMINEN
COMM. #2347122
Notary Public - California
Riverside County
My Comm. Expires Feb. 15, 2025
NRO1 NRO1

Place Notary Seal Above

Signature Janelle L Tuominen
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 the 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(s)

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

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

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 San Bernardino

On February 28, 2024 before me, Lisa S. Mora, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Jeff Hughes
Name(s) of Signer(s)

_______________________________________,

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

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

WITNESS my hand and official seal.

Signature ______________________
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: ______________________

Agenda #: 5.7
Meeting Date: May 7, 2024

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **PLANS AND SPECIFICATIONS FOR THE MAPLE HILL PARK/PLAYGROUND REPLACEMENT AND ADA UPGRADES PROJECT (PROJECT NO. FP23506).**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

A. Determine that approving the design and plans for the proposed project is exempt from the California Environmental Quality Act pursuant to Section 15301(a) and (c), and 15302 of the CEQA Guidelines; and

B. Adopt Resolution No. 2024-14 approving the design and plans for the Maple Hill Park/Playground Replacement and ADA Upgrades Project FP23506.

FINANCIAL IMPACT:

The FY 2023/24 Capital Improvement Program (CIP) includes $600,000 for the construction of this Project. The City has received a notice of award of a State Parks Grant totaling $660,000, resulting from a request submitted by State Senator Archuleta. Total available funds for construction of this Project is currently $1,260,000. The latest updated Engineer's Cost Estimates based on the final design plans is $1,502,100, not including any contingency. Following solicitation of public bids, the actual construction costs will be presented to the City Council to award a construction contract.

BACKGROUND:

On May 2, 2023, the City Council approved a Consulting Services Agreement with PBLA Engineering, Inc. (PBLA) to design the Maple Hill Playground/Restroom and ADA Upgrades Project (Project). The Maple Hill Playground/Restroom and ADA Upgrades Project is a significant upgrade to the current amenities at the project site. With the existing restroom dating back to original County construction and the playground in need of replacement, the Project will ensure that Maple Hill Park can continue to meet the demands of the neighborhood and adjacent Maple Hill Elementary School. Due to topographic issues at the park site requiring significant ADA upgrades, the design incorporates necessary ADA improvements throughout the playground, restroom, and pathways adjacent to the parking lot to ensure compliance with current code.

A community engagement session was held at the park site on December 13, 2023, followed by a two-week online survey period. At the conclusion of the community engagement session and survey, the public showed significant interest in final designs reflected in the plans and specifications. The PBLA Design Option 1 referenced as Attachment 3 Conceptual Site Plan, focuses on replacement of the existing playgrounds with two play structures for children ages 2-5 and 5-12. The design includes a larger swing set and an “omnispin” feature similar to a merry-go-round. Community feedback was supportive of the playground, which includes a featurette with playhouse feel and is incorporated into the base of the playground structure. The restroom will be removed and replaced with a prefabricated restroom similar to those installed at recent park projects including Larkstone Park. Due to significant ADA limitations on site, the entirety of the walkways in and around the playground and restroom will be replaced and reconstructed. Additionally, the project includes resurfacing the basketball court and new landscaping within the project site

ANALYSIS:

PBLA has completed the preparation of the Plans, Specifications, and Estimates (PS&E) for the Project. The PS&E have been reviewed by staff, and are now recommended for approval by the City Council, through the adoption of the attached Resolution (Attachment 1).

Cover pages of the Plans and Specifications are shown in Attachment 2, and a full set of the Plans and Specifications may be viewed electronically in the Public Works Department’s Office.

The Project schedule is tentatively set as follows:

Project Advertising	May 2024
Award Construction Contract	July 2024
Start of Construction	August 2024
Completion of Construction	March 2025

Environmental Review

This Project has been determined to be exempt from the California Environmental Quality Act (CEQA) provisions pursuant to the California Code of Regulations, guidelines for the implementation of the CEQA, Section 15301(a) and (c), and 15302 (Replacement and Reconstruction).

LEGAL REVIEW:

The City Attorney has reviewed and approved the Resolution as to form.

PREPARED BY:

Anthony Santos

Anthony Santos, Assistant to the City Manager 5/7/2024

REVIEWED BY:

Ryan McLean

Ryan McLean, Assistant City Manager 5/1/2024

David G. Liu

David G. Liu, Public Works Director/City Engineer 5/1/2024

Jason Jacobsen

Jason Jacobsen, Finance Director 5/2/2024

Kristina Santana

Kristina Santana, City Clerk 5/2/2024

Daniel Fox

Daniel Fox, City Manager 5/2/2024

Attachments:
1. 5.7.a Resolution No. 2024-14
2. 5.7.b Maple Hill Plans and Specs Cover
3. 5.7.c Maple Hill Park Concept Plans

RESOLUTION NO. 2024-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR APPROVING THE DESIGN AND PLANS FOR THE MAPLE HILL PARK/PLAYGROUND REPLACEMENT AND ADA UPGRADES PROJECT (PROJECT NO. FP23506) PURSUANT TO GOVERNMENT CODE SECTION 830.6.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Diamond Bar as follows:

Section 1. Legislative Intent and Findings.

A. The City retained PBLA Engineering, Inc. ("Consultant") as the engineer to design and prepare the plans for the Maple Hill Park/Playground Replacement and ADA Upgrades Project ("Project");

B. The Consultant informed the City Engineer that these plans are complete and that construction of the Project may begin;

C. The City Engineer reviewed the completed design and plans for the Project and agrees with the Consultant that the plans are complete and the Project may be constructed;

D. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

Section 2. Design Immunity; Authorization.

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The design approval set forth in this Resolution occurred before actual construction on the Project commenced.

C. The approval granted by this Resolution conforms with the City's General Plan.

D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

Section 3. CEQA Determination. This Project has been determined to be exempt from the California Environmental Quality Act (CEQA) provisions pursuant to the California Code of Regulations, guidelines for the implementation of the CEQA, Section 15301(a) and (c), and 15302 (Replacement and Reconstruction).

Section 4. The City Clerk is directed to certify the adoption of this Resolution.

Section 5. This Resolution will become effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 7th day of May, 2024.

CITY OF DIAMOND BAR

____
Stan Liu, Mayor

ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was duly and regularly passed, approved and adopted by the City Council of the City of Diamond Bar, California, at its regular meeting held on 7th day of May, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

____
Kristina Santana, City Clerk

DEPARTMENT OF PUBLIC WORKS
CITY OF DIAMOND BAR
CALIFORNIA

CITY OF
DIAMOND BAR
CALIFORNIA

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR MAPLE HILL PARK PLAYGROUND/RESTROOM REPLACEMENT AND ADA UPGRADES PROJECT

CITY PROJECT NO. FP23506

All Questions Regarding This Project Shall Be Submitted Via PlanetBids:

Stan Liu, Mayor
Chia Yu Teng, Mayor Pro Tem
Andrew Chou, Council Member
Ruth M. Low, Council Member
Steve Tye, Council Member
Daniel Fox, City Manager

MAY 2024

DIAMOND BAR MAPLE HILL PARK IMPROVEMENTS
CITY OF DIAMOND BAR
1355 MAPLE HILL RD.

NOTICE TO CONTRACTOR

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THESE REQUIREMENTS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND APPROXIMATE LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE DETERMINED BY A SEARCH OF THE AVAILABLE PUBLIC RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UNDERGROUND UTILITIES OR STRUCTURES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. ESTIMATED COMPLETION DATE JAN. 2023. ESTIMATED PROJECT START DATE DEC. 2021.

GRADING GENERAL NOTES

1. ALL GRADING SHALL COMPLY WITH THE PROVISIONS OF SECTION 1803 AND APPENDIX J OF THE CALIFORNIA BUILDING CODE (2022) AND ALL AMENDMENTS ADOPTED BY THE CITY.
2. ALL HILLSIDE GRADING WITH SLOPES IN EXCESS OF 10% SHALL COMPLY WITH THE HILLSIDE MANAGEMENT ORDINANCE AND SHALL TYPICALLY NOT EXCEED 2:1.
3. NO GRADING SHALL COMMENCE UNTIL A GRADING PERMIT HAS BEEN ISSUED BY THE CITY OF DIAMOND BAR.
4. ALL FILL SLOPES SHALL BE COMPACTED TO NOT LESS THAN 90 PERCENT OF THE MAXIMUM DENSITY.
5. SUFFICIENT TESTS OF SOIL PROPERTIES, INCLUDING SOIL TYPES AND SHEAR STRENGTHS SHALL BE MADE DURING GRADING OPERATIONS TO VERIFY COMPLIANCE WITH DESIGN CRITERIA. THE RESULTS OF SUCH TESTING SHALL BE REPORTED IN THE FINAL AS-GRADED REPORT (PREPARED BY THE APPLICANT AT HIS EXPENSE), OR UPON REQUEST OF THE CITY. A MINIMUM NUMBER OF FIELD DENSITY TEST ARE TO BE MADE AS FOLLOWS:
   - A. ONE TEST FOR EACH TWO-FOOT VERTICAL LIFT.
   - B. ONE TEST FOR EACH 1000 CUBIC YARDS OF MATERIAL PLACED.
   - C. A SUFFICIENT NUMBER OF FINISH SLOPE TESTS TO VERIFY COMPACTION OF THE SLOPE SURFACE.
6. NO FILL SHALL BE PLACED UNTIL STRIPPING OF VEGETATION, REMOVAL OF UNSUITABLE SOILS, AND INSTALLATION OF SUBDRAINS (IF NEEDED) IS ACCEPTED BY THE SOILS ENGINEER OR ENGINEERING GEOLOGIST.
7. NO FILL SHALL BE PLACED UNTIL THE PLACEMENT OF EROSION CONTROL MEASURE FOR THE PROJECT IS ACCEPTED BY THE CITY.
8. THE UNDERSIGNED CIVIL ENGINEER HEREBY STATES THAT THESE PLANS WERE PREPARED BY HIM OF UNDER HIS SUPERVISION AND THAT THE PLANS CONFORM TO ALL PERTINENT PROVISIONS OF SECTION 1803, EXCAVATION, GRADING AND FILL AND APPENDIX J, GRADING OF THE CALIFORNIA BUILDING CODE (2022).

STEVEN D. LEVISEE	NO. 45926	10/25/2023
NAME OF REGISTERED ENGINEER	R.C.E.	DATE

9. APPROVED PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS SHALL BE PROVIDED TO PROTECT ADJOINING PROPERTIES FROM DEPOSITION OF MATERIAL OR DIVERTED FLOWS BOTH DURING AND AFTER ALL PHASES OF CONSTRUCTION.
10. ALL OFFSITE IMPROVEMENTS SHALL BE COMPLETED TO THE SATISFACTION OF THE CITY ENGINEER.
11. ROUGH GRADING CERTIFICATE MUST BE SIGNED BY SOILS AND CIVIL ENGINEERS OF RECORD AND APPROVED BY THE CITY INSPECTOR PRIOR TO ISSUANCE OF BUILDING PERMITS.
12. ALL CUTS SHALL BE OBSERVED BY THE ENGINEERING GEOLOGIST OF RECORD DURING GRADING SO THAT ANY ADVERSE CONDITIONS CAN BE RECOGNIZED AND CORRECTED.
13. ANY MODIFICATIONS OF, OR CHANGES IN, THE APPROVED GRADING PLANS MUST BE APPROVED BY THE CITY.
14. ALL GRADED SITES MUST HAVE DRAINAGE SWALES, BERMS, AND OTHER DRAINAGE DEVICES APPROVED AT THE ROUGH GRADING STAGE.
15. NO ROCK OR SIMILAR MATERIAL GREATER THAN 8" IN DIAMETER WILL BE PLACED IN THE FILL UNLESS RECOMMENDATIONS FOR SUCH PLACEMENT HAVE BEEN SUBMITTED BY THE SOILS ENGINEER AND APPROVED IN ADVANCE BY THE CITY.

Underground Service Alert

CALL BEFORE YOU DIG

CALL:TOLL FREE

1-800

227-2600

TWO WORKING DAYS BEFORE YOU DIG

GRADING GENERAL NOTES CONT.

16. GRADING OPERATIONS MUST BE CONDUCTED UNDER THE CONTINUOUS OBSERVATION OF THE SOILS ENGINEER AND/OR THE ENGINEER GEOLOGIST OF RECORD.
17. EXCAVATIONS FOR STABILITY KEYS AND REMOVAL OF UNSUITABLE SOILS MUST BE = OBSERVED AND ACCEPTED IN WRITING BY THE SOILS ENGINEER OR ENGINEERING GEOLOGIST OF RECORD PRIOR TO THE PLACING OF FILL.
18. THE SOILS ENGINEER AND/OR ENGINEERING GEOLOGIST OF RECORD MUST DOCUMENT AND ACCEPT ROUGH GRADING BY FINAL REPORT PRIOR TO APPROVAL BY THE CITY. THE FINAL REPORT MUST INCLUDE AN AS-GRADED GEOTECHNICAL MAP.
19. THE SOILS ENGINEER AND/OR ENGINEERING GEOLOGIST OF RECORD MUST MAKE A FINDING IN ACCORDANCE WITH SECTION 111 OF THE LOS ANGELES COUNTY BUILDING CODE FOR THE GRADED SITE PRIOR TO APPROVAL BY THE CITY.
20. FOUNDATION AND/OR WALL EXCAVATIONS MUST BE OBSERVED AND ACCEPTED IN WRITING BY THE SOILS ENGINEER OR ENGINEERING GEOLOGIST OF RECORD PRIOR TO PLACING STEEL OR CONCRETE.
21. A REGISTERED CIVIL ENGINEER SHALL SUBMIT A GRADING CERTIFICATE TO THE CITY ENGINEER NO MORE THAN 10 WORKING DAYS UPON COMPLETION OF FINAL GRADING OPERATIONS. CERTIFICATE OF OCCUPANCY SHALL BE ISSUED SUBJECT TO THE CITY ENGINEER'S APPROVAL OF SAID ENGINEER'S CERTIFICATE. FINAL GRADING MUST BE APPROVED BY THE CITY BEFORE OCCUPANCY OF BUILDINGS WILL BE ALLOWED.
22. THE SOILS AND GEOLOGY REPORT PREPARED BY AND DATED AND ALL REFERENCED AND REVIEWED REPORTS LISTED BELOW SHALL BECOME A PART OF THIS GRADING PLAN AND ALL RECOMMENDATIONS CONTAINED THEREIN SHALL BE STRICTLY ADHERED TO. OTHER REVIEWED REPORTS ARE AS FOLLOWS:

    PRELIMINARY GEOTECHNICAL INTERPRETIVE REPORT BY CW SOILS JULY 28, 2023.
23. A COPY OF THE GRADING PERMIT AND APPROVED GRADING PLANS MUST BE IN THE POSSESSION OF A RESPONSIBLE PERSON AND AVAILABLE AT THE SITE AT ALL TIMES.
24. FINAL GRADING MUST BE APPROVED BEFORE OCCUPANCY OF BUILDINGS WILL BE ALLOWED.
25. THESE PLANS HAVE BEEN CHECKED BY THE CITY OF DIAMOND BAR ONLY FOR CONFORMANCE WITH CITY STANDARDS, COMPLIANCE WITH DEVELOPMENT CONDITIONS AND FOR GENERAL CONCEPTUAL APPROVAL OF THE DRAINAGE AND PARKWAY IMPROVEMENTS SHOWN HEREON. NO DETAILED MATHEMATICAL CHECK WAS MADE FOR THE ACCURACY IF THE EXISTING OR PROPOSED DIMENSIONS, LINES, OR GRADES SHOWN INCLUDING ALL EXISTING UTILITIES SHOWN OR NOT SHOWN.
26. CONTRACTOR SHALL NOTIFY THE CITY ENGINEER'S OFFICE AT (909) 839-7040 FORTY-EIGHT (48) HOURS IN ADVANCE OF INTENTION TO BEGIN GRADING.
27. CONTRACTOR SHALL COMPLY WITH THE CALIFORNIA STORM WATER BEST MANAGEMENT PRACTICES HANDBOOKS AND THE PROJECT'S LOW IMPACT DEVELOPMENT (LID) REQUIREMENTS AS NECESSARY.
28. DIRECT ALL ROOFTOP RUNOFF TO PERVIOUS AREAS.
29. SUFFICIENT TEST OF FILL SOILS SHALL BE MADE DURING THE GRADING TO VERIFY THAT THE SOILS PROPERTIES COMPLY WITH THE DESIGN REQUIREMENTS, AS DETERMINED BY THE ENGINEERING GEOLOGIST/GEOTECHNICAL ENGINEER INCLUDING SOILS TYPES, SHEAR STRENGTH PARAMETERS AND CORRESPONDING UNIT WEIGHTS.
30. R-VALUE TESTS SHALL BE CONDUCTED FOR ALL PUBLIC AND PRIVATE ROADWAY IMPROVEMENTS TO IDENTIFY THE MINIMUM PAVEMENT STRUCTURAL SECTION REQUIREMENTS FOR THE SITE, UNLESS OTHERWISE NOT REQUIRED BY THE CITY.
31. TYPE V CEMENT SHALL BE USED FOR ALL CONCRETE WORK COMING IN CONTACT WITH THE GROUND, UNLESS OTHERWISE INDICATED BY THE PROJECT'S SOIL ENGINEER.

EXISTING LEGEND

CENTERLINE
PROPERTY LINE
RIGHT-OF-WAY
EX-EDGE OF PAVEMENT
EX-BLDG OVERHANG
EX-FENCE VINYL
EX-FENCE CHAIN LINK
EX-CONCRETE
EX-CONTOUR 1' (981)
EX-CONTOUR 5' (985)
EX-CURB
EX-GRADE BREAK
EX-GUTTER
EX-FLOWLINE
EX-HANDRAIL
EX-PAINTING STRIPE
EX-STORM DRAIN CB
EX-RETAINING WALL
EX-DECORATIVE CONCRETE
EX-TRUNCATED DOME PAD
EX-BUILDING

OR PULLBOX OR HANDHOLE
BOLLARD
VALVE
ICV HAND HOLE
DOUBLE CHECK DETECTOR
STORM DRAIN AREA DRAIN
STORM DRAIN MANHOLE
SCO SEWER CLEAN OUT
SEWER MANHOLE
ELECTRIC METER
YARD LIGHT
SIGN
POST
HC SPOT
DOOR
TREE
SHRUB
STREET LIGHT

PROPOSED LEGEND

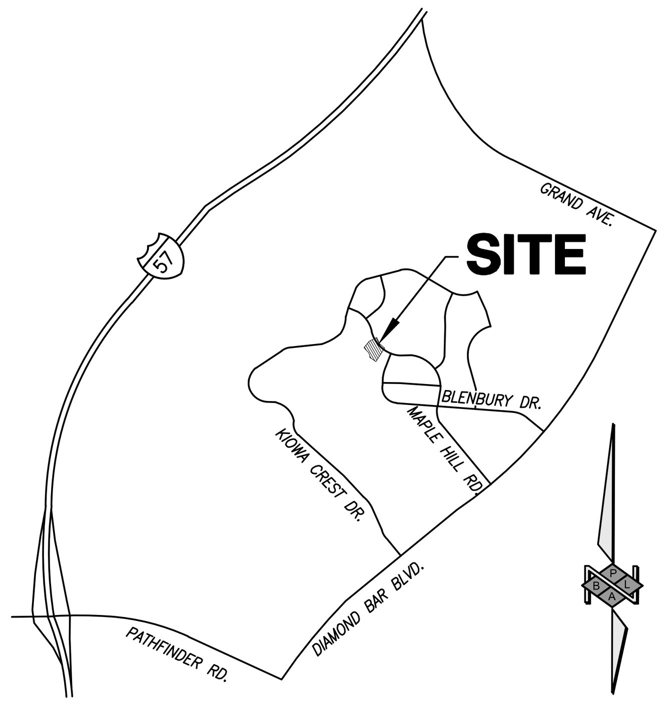
PR-BUILDING
PR-CATCH BASIN
PR-CONCRETE
PR-CURB
PR-FLOW LINE
PR-STORM DRAIN
PR-STORM DRAIN CENTERLINE
PR-SLOPE CARROTS
PR-PLANTER WALL
PR-WATER
AREA DRAIN
SLOPE CARROT

ABBREVIATIONS

S	SOUTH	HH	HANDHOLE
N	NORTH	ICV	IRRIGATION CONTROL VALVE
W	WEST	MH	MANHOLE
E	EAST	MTR	METER
S'LY	SOUTHERLY	PB	PULLBOX
N'LY	NORTHERLY	PIV	POST INDICATOR VALVE
W'LY	WESTERLY	PM	PAD MOUNT
E'LY	EASTERLY	RET	RETAINING
SHT	SHEET	SD AD	STORM DRAIN AREA DRAIN
CL	CENTERLINE	SL	STREET LIGHT
TYP	TYPICAL	TRD	TRUNCATED DOME PAD
MISC	MISCELLANEOUS	VLT	VAULT
EX	EXISTING	VLV	VALVE
ADA	AMERICAN DISABILITY ACT	WIF	WROUGHT IRON FENCE
AD	AREA DRAIN	WCR	WHEEL CHAIR RAMP
ASPH	ASPHALT	TEL	TELECOMMUNICATIONS
ARCH	ARCHITECTURAL	ELEC	ELECTRIC
BOL	BOLLARD	SD	STORM DRAIN
CB	CATCH BASIN	SWR	SEWER
C&G	CURB AND GUTTER	WT	WATER
CO	CLEAN OUT	TC	TOP OF CURB
COL	COLUMN	FL	FLOW LINE
CONC	CONCRETE	EG	EDGE OF GUTTER
CLF	CHAIN LINK FENCE	FS	FINISHED SURFACE
DDC	DOUBLE CHECK DETECTOR	FG	FINISHED GRADE
DWY	DRIVEWAY	FF	FINISHED FLOOR
FH	FIRE HYDRANT	GB	GRADE BREAK
FDC	FIRE DEPARTMENT CONNECTION	TW	TOP OF WALL
H-RAIL	HAND RAIL	TG	TOP OF GRATE
HC	HANDICAP STALL		

PAVING LEGEND

1
2
3



VICINITY MAP

INDEX OF SHEETS

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C-6	DEMOLITION PLAN
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CONSTRUCTION NOTES AND QUANTITIES

No.	ITEM	UNIT	TOTAL
◯	IMPROVEMENTS		
1	CONST. 4" PCC OVER COMPACTED NATIVE SOIL, PER SOILS REPORT RECOMMENDATION (LIGHT DUTY)	SF	3,110
2	CONST. DECORATIVE CONC, PER ARCHITECTURAL PLANS	SF	1,655
3	CONST. 6" PCC OVER COMPACTED NATIVE SOIL, PER SOILS REPORT (ADA)	SF	488
4	CONST. HC RAMP PER APWA STD 111-5 CASE A TYPE 1	EA	1
5	CONST. WALL PER ARCH PLANS	LF	101
6	CONST. 6" CONCRETE MOW CURB	LF	396
7	CONST. V-GUTTER @ WALL PER DETAIL ON SHEET 4	LF	79

No.	ITEM	UNIT	TOTAL
◯	PRIVATE STORM DRAIN		
40	INSTALL 6" DUAL WALL H.D.P.E. STORM DRAIN PIPE AND FITTINGS	LF	80
41	INSTALL 8" DUAL WALL H.D.P.E. STORM DRAIN PIPE AND FITTINGS	LF	133
42	INSTALL 24"X24" BROOKS GRATED CATCH BASIN	EA	2
43	JOINT EXISTING STORM DRAIN GRATE FIELD VERIFY ELEVATIONS	EA	1
44	JOINT EXISTING STORM DRAIN LINE FIELD VERIFY ELEVATIONS	EA	1

No.	ITEM	UNIT	TOTAL
◯	PRIVATE DOMESTIC WATER		
60	INSTALL NEW 1" DOMESTIC WATER METER PER WALNUT VALLEY WATER DISTRICT STANDARD DRAWING 16.A	EA	1
61	INSTALL NEW 1" SCHEDULE 40 PVC DOMESTIC WATER LINE PER WALNUT VALLEY WATER DISTRICT STANDARD DRAWING 33	LF	174
62	INSTALL NEW 1" NIBCO T-113 DOMESTIC WATER GATE VALVE. REFER TO DETAIL H SHEET A12	EA	3
63	INSTALL NEW 1" FEBCO 825-Y DOMESTIC WATER BACKFLOW PREVENTER PER WALNUT VALLEY WATER DISTRICT STANDARD DRAWING 4 WITH STRONG BOX STAINLESS STEEL ENCLOSURE	EA	1
64	INSTALL NEW 3" FEBCO 825-Y IRRIGATION WATER BACKFLOW PREVENTER PER WALNUT VALLEY WATER DISTRICT STANDARD DRAWING 4 WITH STRONG BOX STAINLESS STEEL ENCLOSURE	EA	1
65	EXISTING 2" IRRIGATION WATER METER SHALL REMAIN PROTECT IN PLACE	EA	1
66	INSTALL NEW 3" CLASS 315 DOMESTIC IRRIGATION LINE PER WALNUT VALLEY WATER DISTRICT STANDARD DETAIL 33	LF	118
67	INSTALL NEW 3" T-113 DOMESTIC IRRIGATION GATE VALVE. REFER TO DETAIL H SHEET A12	EA	2

No.	ITEM	UNIT	TOTAL
◯	PRIVATE SEWER		
80	JOIN EXISTING SEWER CLEANOUT FIELD VERIFY ELEVATIONS	EA	1
81	INSTALL 6" SCHED 40 PVC CLEANOUT	EA	3
82	INSTALL 6" SDR-35 PVC SEWER LINE	LF	50
83	INSTALL 4" SDR-35 PVC SEWER LINE	LF	20

SEWER AND WATER CONSTRUCTION NOTES AND QUANTITIES FOR REFERENCE ONLY

PBLA ENGINEERING, INC.
Planning • Engineering • Architecture
1481 FORD ST, SUITE 202
REDLANDS, CALIF. 92373
(888) 714-9642

REVISIONS
1 CITY PLAN CHECK REVISIONS 03-05-2024

SHEET TITLE
TITLE SHEET

CLIENT
City of Diamond Bar
21810 Copley Dr.
Diamond Bar, CA 91765

PROJECT
Diamond Bar Maple Hill Park Improvements
1355 Maple Hill Dr.
Diamond Bar, CA 91765

REGISTERED PROFESSIONAL ENGINEER
STEVEN D. LEVISEE
NO. 45926
EXP. 12-31-24
CIVIL
STATE OF CALIFORNIA

PROJECT NO: 8012-1

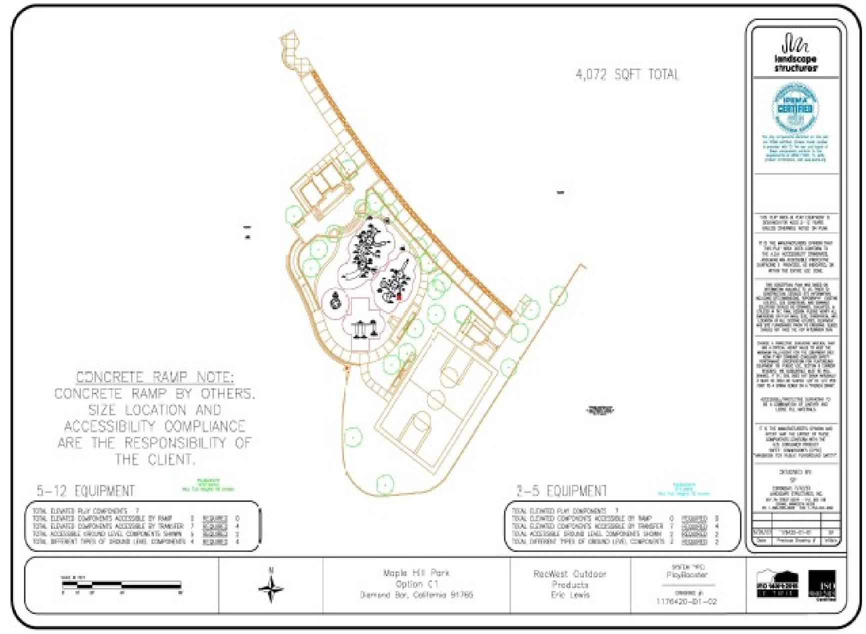
DATE: 4/10/2024

SHEET NO.
C-1
OF 17

ATTACHMENT 3

CONCEPTUAL SITE PLAN OPTION 1

D | PLAY EQUIPMENT 3D RENDERING 3 NOT TO SCALE



A | PLAY EQUIPMENT SITE PLAN NOT TO SCALE

C | PLAY EQUIPMENT 3D RENDERING 2 NOT TO SCALE

B | PLAY EQUIPMENT 3D RENDERING 1 NOT TO SCALE

SHEET TITLE: PLAY EQUIPMENT SITE PLAN

CLIENT: City of Diamond Bar
21810 Copley Dr.
Diamond Bar, CA 91765

PROJECT: Diamond Bar Maple Hill Park Improvements
1355 Maple Hill Dr.

PROJECT NO. 8012-1

DATE 4/10/2024

SHEET NO. A-6

PBLA ENGINEERING, INC.
Planning • Engineering • Architecture
1481 FORD ST, SUITE 202
REDLANDS, CALIF. 92373
(888) 714-9642

REVISIONS
1 xxx

SHEET TITLE
ENLARGED SITE PLAN

CLIENT
City of Diamond Bar
21810 Copley Dr.
Diamond Bar, CA 91765

PROJECT
Diamond Bar Maple Hill Park Improvements
1355 Maple Hill Dr.
Diamond Bar, CA 91765

LICENSED ARCHITECT
TERRY MATTHEW EVANS
No.C33095
Ren.11/30/2023
STATE OF CALIFORNIA

PROJECT NO: 8012-1

DATE: 06/13/2023

SHEET NO.
A3.1
OF