City of Diamond Bar City Council Agenda

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

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

Meeting Date: Tuesday, June 16, 2026

Regular Meeting 6:30 p.m.

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

WELCOME TO A MEETING OF THE DIAMOND BAR CITY COUNCIL

Meetings are open to the public, and you are invited to attend and participate.

Agendas for regular City Council meetings are available 72 hours prior to the meeting and are posted in the City's regular posting locations, on DBTV and on the City's website. The City Council may take action on any item listed on the agenda.

HOW TO ACCESS THE MEETING REMOTELY

Television:	Spectrum Cable Channel 3 and Frontier FiOS television Channel 47
Internet:	City's YouTube Channel (diamondbarca.gov/youtube)
Listen-Only:	Call +1 (914) 614-3221, Access Code: 644-564-348
Participate:	Join Go To Webinar (https://attendee.gotowebinar.com/register/3996685640358202200)

RESOURCES

Copies of agendas and agenda packets are on file and available for public inspection at the City Clerk's Office at 21810 Copley Drive, Diamond Bar, CA 91765 or online at www.diamondbarca.gov/agendas. For more information about agendas or rules of the City Council, please email the City Clerk's office (cityclerk@diamondbarca.gov) or call 909-839-7010.

AMERICANS WITH DISABILITY ACT ACCOMMODATION

In compliance with the Americans with Disabilities Act, if you need special assistance, a disability-related modification or accommodation, agenda materials in an alternative format, or auxiliary aids to participate in this meeting, please email the City Clerk's office (cityclerk@diamondbarca.gov) or call 909-839-7010 as soon as possible. Providing at least 72 hours' notice will help ensure that reasonable arrangements can be made.

PUBLIC INPUT

The public may provide public comment by attending the meeting in person, by sending an email, or by logging into the teleconference. Please email public comments to the City Clerk (cityclerk@diamondbarca.gov) by 4:00 p.m. on the day of the meeting and indicate in the Subject

Line "FOR PUBLIC COMMENT." Written comments will be distributed to the City Council Members, noted for the record at the meeting, and posted on the City's official agenda webpage: www.diamondbarca.gov/agendas. Please note that the meeting will proceed at the South Coast Air Quality Management District/Main Auditorium should comments by teleconferencing become infeasible due to an internet or power outage, or due to technical problems outside the City's control. If you wish to make certain that your comments are heard, please attend the meeting in person or send an email by 4:00 p.m. on the day of the meeting/hearing.

Speakers are limited to five (5) 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. Any material to be submitted to the City Council at the meeting should be submitted through the City Clerk.

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.

LIVE MEETING NOTICE
This meeting is being video recorded and by participating you are giving your permission to be televised. This meeting will be rebroadcast every Saturday and Sunday at 9:00 a.m. and alternate Tuesdays at 8:00 p.m.

1. CALL TO ORDER: 6:30 p.m., Main Auditorium

PLEDGE OF ALLEGIANCE: Mayor Tye

INVOCATION: Deacon Alfred Guerrero, St. Denis Catholic Church

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

APPROVAL OF AGENDA: Mayor Tye

2. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS: None.

3. CITY MANAGER REPORTS AND RECOMMENDATIONS:

4. 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.

5. SCHEDULE OF FUTURE EVENTS:

5.1 Planning Commission Meeting - June 23, 2026 - cancelled.

5.2 Free Catalytic Converter Etching - June 24, 2026, 9:00 - 11:00 a.m., Calvary Chapel Golden Springs, 22324 Golden Springs Dr.

5.3 Coffee with a Cop - July 2, 2026, 9:00 - 11:00 a.m., Reborn Coffee, 1138 S. Diamond Bar Blvd.

5.4 Independence Day Holiday - July 3, 2026 - City Offices Closed.

5.5 City Council Meeting - July 7, 2026 - cancelled.

5.6 Traffic and Transportation Commission Meeting - July 9, 2026, 6:30 p.m., Windmill Room, 21810 Copley Dr.

5.7 Used Oil Filter Exchange Event - July 11, 2026, 9:00 a.m. - 12:00 p.m., 303 W. Diamond Bar Blvd.

5.8 Planning Commission Meeting - July 14, 2026 - 6:30 p.m. Windmill Room, 21810 Copley Dr.

5.9 City Council Meeting - July 21, 2026, 2026, 6:30 p.m., South Coast Air Quality Management District - Auditorium, 21865 Copley Dr.

6. 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 City Council Member or member of the public request otherwise, in which case, the item will be removed for separate consideration.

6.1 City Council Minutes of the June 2, 2026 Regular Meeting.

Recommended Action:
Approve the June 2, 2026 Regular City Council Meeting Minutes.

6.2 Ratification of Check Register Dated May 20, 2026 through June 2, 2026 totaling $791,404.73.

Recommended Action:
Ratify the Check Register.

6.3 Treasurer's Statement.

Recommended Action:
Approve the May 2026 Treasurer's Statement.

6.4 Professional Services Agreement with Diana Cho and Associates through June 30, 2031.

Recommended Action:
Approve, and authorize the City Manager to sign, the Professional Services Agreement with Diana Cho and Associates for CDBG Program administration services through June 30, 2031.

6.5 Professional Services Agreement with FRJ & Associates.

Recommended Action:
Approve, and authorize the City Manager to sign, the Professional Services Agreement with FRJ & Associates to administer the Home Improvement Program through June 30, 2031.

6.6 Fourth Amendment to the Consultant Services Agreement with Willdan Engineering to Provide Temporary Staffing for the Neighborhood Improvement and Building and Safety Divisions.

Recommended Action:
Approve, and authorize the City Manager to sign, the Fourth Amendment to the Consultant Services Agreement with Willdan Engineering to provide continued temporary staffing through December 31, 2026.

6.7 Cancellation of July 7, 2026 City Council Meeting.

Recommended Action:
Adjourn the June 16, 2026 City Council meeting to July 21, 2026.

6.8 Calling and Giving Notice of General Municipal Election, Consolidating the General Municipal Election with the Statewide General Election on November 3, 2026, and Adopting Regulations Related to Candidate Statements.

Recommended Action:

A. Adopt Resolution No. 2026-19 calling the General Municipal Election to be held on Tuesday, November 3, 2026 for the election of three (3) Members of the City Council;
B. Adopt Resolution No. 2026-20 requesting approval from the Board of Supervisors of the County of Los Angeles to Consolidate the General Municipal Election with the Statewide General Election; and
C. Adopt Resolution No. 2026-21 adopting Regulations for Candidates for Elective Office related to Candidate Statements.

6.9 Master Equity Lease Agreement with Enterprise FM Trust.

Recommended Action:
Adopt Resolution No. 2026-22 approving, and authorizing the City Manager to execute the Master Equity Lease Agreement with Enterprise FM Trust, and approving procurement of vehicles and services from Enterprise Fleet Management through a cooperative Purchasing Agreement with Sourcewell.

6.10 Consulting Services Agreement with Regional Chamber of Commerce San Gabriel Valley.

Recommended Action:
Approve, and authorize the City Manager to sign, the Consulting Services Agreement with the Regional Chamber of Commerce San Gabriel Valley through June 30, 2027.

6.11 Printing and Mailing Services for the City Newsletter and Recreation Guide with The Dot Printer, Inc.

Recommended Action:
Approve, and authorize the City Manager to issue, a Purchase Order to The Dot Printer, Inc. for printing and mailing services in the not-to-exceed amount of $78,981 for FY 2026/27.

6.12 First Amendment to the Consulting Services Agreement with Roth Staffing Companies for Temporary Staffing Services.

Recommended Action:
Approve, and authorize the City Manager to sign, the First Amendment to the Consultant Services Agreement with Roth Staffing Companies.

6.13 Authorization to Submit a List of Projects to be Funded by Senate Bill 1: The Road Repair and Accountability Act of 2017 for FY 2026/27.

Recommended Action:
Adopt Resolution No. 2026-23 authorizing the submission of the FY 2026/27 list of road projects funded by SB-1: The Road Repair and Accountability Act of 2017.

6.14 Continued Participation in the National Intergovernmental Purchasing Alliance (NIPA) to Purchase Janitorial Supplies for City Facilities.

Recommended Action:
Adopt Resolution No. 2026-24 authorizing participation in the National Intergovernmental Purchasing Alliance to purchase janitorial supplies for City Facilities in the not-to-exceed amount of $65,000 for Fiscal Year 2026/27.

6.15 Seventh Amendment to the Maintenance Services Agreement with Trane U.S. Inc. dba Trane.

Recommended Action:
Approve, and authorize the City Manager to sign, the Seventh Amendment to the Maintenance Services Agreement with Trane U.S. Inc. dba Trane, for Mechanical and Building Automation System Preventive Maintenance and Repair Services through June 30, 2027.

6.16 Second Amendment to Maintenance Services Agreement with EcoFert, Inc.

Recommended Action:
Approve, and authorize the City Manager to sign, the Second Amendment to the Maintenance Services Agreement with EcoFert, Inc. for landscape fertilizer services through June 30, 2027.

6.17 Ninth Amendment to Maintenance Services Agreement with Exterior Products Corporation.

Recommended Action:
Approve, and authorize the City Manager to sign, the Nineth Amendment to the Maintenance Services Agreement with Exterior Products Corporation for Exterior Decor & Lighting Maintenance through June 30, 2027.

6.18 Fourth Amendment to Road Maintenance Services Agreement with CT&T Concrete Paving, Inc.

Recommended Action:
Approve, and authorize the City Manager to sign, the Fourth Amendment to the Road Maintenance Services Agreement with CT&T Concrete Paving, Inc. through June 30, 2027.

6.19 Maintenance Services Agreement with MCE Corporation for Landscape Services in Lighting Landscape Assessment Districts 38, 39-2022, and 41-2021.

Recommended Action:
Approve, and authorize the City Manager, to sign the Maintenance Services Agreement with MCE Corporation through June 30, 2030.

6.20 Consulting Services Agreements for On-Call Traffic and Transportation Engineering Services.

Recommended Action:

A. Approve, and authorize the City Manager to sign, the Consulting Service Agreement with Fehr and Peers, Inc. for On-Call Traffic and Transportation

Engineering Services through June 30, 2029;

B. Approve, and authorize the City Manager to sign, the Consulting Service Agreements for On-Call Traffic and Transportation Engineering Services through June 30, 2029; and

C. Approve, and authorize the City Manager to sign, the Consulting Service Agreements with ADVANTEC Consulting Engineers, Inc. for On-Call Traffic and Transportation Engineering Services through June 30, 2029.

6.21 Consulting Services Agreements for On-Call Geotechnical Engineering Services.

Recommended Action:

A. Approve, and authorize the City Manager to sign, the Consulting Service Agreement with Willdan Engineering for On-Call Geotechnical Engineering Services through June 30, 2029;
B. Approve, and authorize the City Manager to sign, the Consulting Service Agreement with Ninyo & Moore for On-Call Geotechnical Engineering Services through June 30, 2029; and
C. Approve, and authorize the City Manager to sign, the Consulting Service Agreement with Converse Consultants, Inc. for On-Call Geotechnical Engineering Services through June 30, 2029.

6.22 Amendments to the Consulting Services Agreements for On-Call Civil Engineering, Landscape Architectural, and NPDES Professional Services.

Recommended Action:

A. Approve, and authorize the City Manager to sign Amendment No. 1 to the Consulting Services Agreement with Cannon Corporation through June 30, 2028;
B. Approve, and authorize the City Manager to sign Amendment No. 1 to the Consulting Services Agreement with HR Green Pacific, Inc. through June 30, 2028;
C. Approve, and authorize the City Manager to sign Amendment No.3 to the Consulting Services Agreement with Local Agency Engineering Associates, Inc., through June 30, 2028;
D. Approve, and authorize the City Manager to sign Amendment No. 2 to the Consulting Services Agreement with TAIT & Associates, Inc., through June 30, 2028; and,
E. Approve, and authorize the City Manager to sign Amendment No. 1 to the Consulting Services Agreement with John L. Hunter & Associates, Inc., through June 30, 2028.

6.23 Consultant Services Agreement with Prince Global Solutions, LLC.

Recommended Action:
Approve, and authorize the City Manager to sign, the Consulting Services Agreement with Prince Global Solutions, LLC for Federal Advocacy Services through June 30, 2027.

6.24 First Amendment to Maintenance Services Agreement with Weatherproofing Technologies, Inc. for Maintenance Services through June 30, 2029.

Recommended Action:

Approve, and authorize the City Manager to sign, the First Amendment to the Maintenance Services Agreement with Weatherproofing Technologies, Inc., through June 30, 2029.

7. PUBLIC HEARINGS:

7.1 Levying Assessments on Landscape Assessment District No. 38 for Fiscal Year 2026/27.

Recommended Action:

A. Receive presentation, open Public Hearing to receive testimony, close Public Hearing; and,
B. Adopt Resolution No. 2026-25 to levy and collect assessments for Landscape Assessment District No. 38 for Fiscal Year 2026/27.

7.2 Levying Assessments on Landscape Assessment District No. 39-2022 for Fiscal Year 2026/27.

Recommended Action:

A. Receive presentation, open Public Hearing to receive testimony, close Public Hearing; and,
B. Adopt Resolution No. 2026-26 to levy and collect assessments for Landscape Assessment District No. 39-2022 for Fiscal Year 2026/27.

7.3 Levying Assessments on Landscape Assessment District No. 41-2021 for Fiscal Year 2026/27.

Recommended Action:

A. Receive presentation, open Public Hearing to receive testimony, close Public Hearing; and,
B. Adopt Resolution No. 2026-27 to levy and collect assessments for Landscape Assessment District No. 41-2021 for Fiscal Year 2025/26.

8. COUNCIL CONSIDERATION:

8.1 Employment Agreement With New City Manager Ryan Mclean, To Be Effective July 1, 2026.

Recommended Action:

A. Approve the employment agreement with Ryan McLean to become City Manager beginning on July 1, 2026; and
B. Approve the amendment and restatement of the MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement (401(a) plan) and

authorize City Manager Dan Fox to execute the agreement.

9. COUNCIL SUB-COMMITTEE REPORTS AND MEETING ATTENDANCE REPORTS:

10. ADJOURNMENT:

CERTIFICATION
I, Kristina Santana, MMC, City Clerk, City of Diamond Bar, hereby certify, under penalty of perjury under the laws of the State of California that the foregoing notice was posted pursuant to Government Code Section 54950 Et. Seq., not less than 72 hours prior to the meeting, at the following locations: Diamond Bar City Hall Kiosk, Diamond Bar City Hall Bulletin Board, City website: www.diamondbarca.gov, and Diamond Bar Library.

Kristina Santana, MMC
City Clerk
Date Posted: June 11, 2026

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: City Council Minutes of the June 2, 2026 Regular Meeting.

STRATEGIC GOAL: Open, Engaged and Responsive Government

RECOMMENDATION:

Approve the June 2, 2026 Regular City Council Meeting Minutes.

FINANCIAL IMPACT:

None.

BACKGROUND:

Government Code Section 36814 mandates the City Clerk to keep an accurate record of the City Council's proceedings.

ANALYSIS:

Minutes have been prepared and are being presented for approval.

PREPARED BY:

Kristina Santana, City Clerk, City Clerk's Office

ATTACHMENTS:

1. June 2, 2026 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
JUNE 2, 2026

1. CALL TO ORDER: Mayor Tye 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 Teng led the Pledge of Allegiance.

INVOCATION: David Kim, Associate Pastor, Gateway Friends Church

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

Absent: None.

Staff present in person: Dan Fox, City Manager; Omar Sandoval, City Attorney; Ryan McLean, Assistant City Manager; Anthony Santos, Assistant to the City Manager; Amy Haug, Human Resources/Risk Management Director; Jason Jacobsen, Finance Director; Ryan Wright, Parks & Recreation Director; Cecilia Arellano, Community Relations Manager; Kristina Santana, City Clerk.

Staff present telephonically: Greg Gubman, Community Development Director, Ken Desforges, Information Services Director.

Others present: Jason Sotelo, Deputy, Diamond Bar/Walnut Sheriff's Station; Derrick Melendez, Deputy, Diamond Bar/Walnut Sheriff's Station; Stephen Tousey, Captain, Diamond Bar/Walnut Sheriff's Station; Chris Hicks, Deputy, Diamond Bar/Walnut Sheriff's Station.

APPROVAL OF AGENDA: CM/Fox confirmed there were no changes made to the agenda. Mayor Tye approved the agenda as presented.

2. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS: None.

3. CITY MANAGER REPORTS AND RECOMMENDATIONS: None.

4. PUBLIC COMMENTS:

The following provided public comments:

Paul Akin, resident
Karen Eubanks, Senior Citizens Club
Grace Lim-Hays, Hampton Court Homeowners Association
Stephen Tousey, Captain, Los Angeles County Sheriff's Department
Chris Hicks, Deputy, Los Angeles County Sheriff's Department

CC/Santana reported that no emails were submitted and no guests on the teleconference line requested to speak under Public Comments.

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

6. CONSENT CALENDAR: MPT/Low moved, C/Chou seconded, to approve the Consent Calendar. Motion carried 5-0 by the following Roll Call vote:

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

6.1 Approved May 19, 2026 Regular Council Meeting Minutes.

6.2 Ratified Check Register Dated May 6, 2026 through May 19, 2026 Totaling $2,276,633.91.

6.3 Approved April 2026 Treasurer's Statement.

6.4 Adopted Resolution No. 2026-14 for the Three-Year Cooperation Agreement with the Los Angeles County Development Authority (LACDA) to Participate in the Los Angeles Urban County Community Development Block Grant (CDBG) Program for Fiscal Years 2027-28 Through 2029-30.

7. PUBLIC HEARINGS: None.

8. COUNCIL CONSIDERATION:

8.1 Brown Act Update (SB 707): Technology Disruption and Outreach Policies.

CC/Santana provided the staff presentation and responded to Council Member questions. CA/Sandoval responded to Council Member questions.

No comments were given in person or submitted through email or teleconference.

C/Chou moved, MPT/Low seconded, to:

A. Adopt the "Disruption of Telephonic or Internet Service During Council Meetings" Policy in Compliance with Government Code § 54953.4(b)(1); and
B. Adopt the "Encouraging Public Participation in City Council Meetings" Policy in Compliance with Government Code § 54953.4(3)(C)(i).

Motion carried 5-0 by the following Roll Call vote:

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

8.2 Proposed Fiscal Year 2026/27 City Operating and Capital Improvement Program Budget, including establishment of the Appropriations Limit, Employee Compensation Plan, and Investment Policy.

FD/Jacobsen provided the staff presentation and responded to Council Member questions.

After further discussion, the City Council reached consensus to prioritize the installation of ADA automatic front door at the Diamond Bar Center by value engineering the project and brining it back to the City Council for further consideration.

Sydney Morton, from the Diamond Bar Senior Club provided an in person public comment.

Stella and Richard Guzman submitted an email for public comment.

There were no public comments presented via teleconference.

MPT/Low moved, C/Liu seconded, to:

A. Adopt Resolution No. 2026-15 approving the Proposed FY 2026/27 City Operating and Capital Improvement Program Budget;
B. Adopt Resolution No. 2026-16 establishing the appropriations limit for FY 2026/27 in the amount of $68,333,798;
C. Adopt Resolution No. 2026-17 establishing the FY 2026/27 compensation plan, salary ranges and fringe benefits for all employees; and
D. Adopt Resolution No. 2026-18 approving the FY 2026/27 Investment Policy.

Motion carried 5-0 by the following Roll Call vote:

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

9. COUNCIL SUBCOMMITTEE REPORTS AND MEETING ATTENDANCE REPORTS/COUNCIL MEMBER COMMENTS:

The following Council Members provided a report on meetings attended at the expense of the local agency per Government Code 53232.3(d).

C/Chou reported attending the San Gabriel Valley Regional Housing Trust Fund Board of Directors meeting.

10. ADJOURNMENT: With no further business to conduct, M/Tye adjourned the Regular City Council Meeting at 8:02 p.m. in memory of William Burke.

Respectfully Submitted,

_____
Kristina Santana, City Clerk

The foregoing minutes are hereby approved this 16th day of June, 2026.

_____
Steve Tye, Mayor

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Ratification of Check Register Dated May 20, 2026 through June 2, 2026 totaling $791,404.73.

STRATEGIC GOAL: Open, Engaged and Responsive Government

RECOMMENDATION:

Ratify the Check Register.

FINANCIAL IMPACT:

Expenditure of $791,404.73.

BACKGROUND:

The City has established the policy of issuing accounts payable checks on a bi-weekly basis with City Council ratification at the next scheduled City Council Meeting. The attached check register containing checks dated May 20, 2026 through June 2, 2026 totaling $791,404.73 is being presented for ratification.

ANALYSIS:

All payments have been made in compliance with the City's purchasing policies and procedures. The attached Affidavit affirms that the check register has been audited and deemed accurate.

PREPARED BY:

Luisa Allen, Senior Accounting Technician, Finance

ATTACHMENTS:

1. Check Register Affidavit 6-16-2026
2. Check Register 6-16-2026

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 May 20, 2026 through June 2, 2026 has been audited and is certified as accurate. Payments have been allowed from the following funds in these amounts:

Description	Amount
General Fund	$536,422.46
Measure W Local Return Fund	$678.64
Measure M Local Return Fund	$762.83
Meausre R Local Return Fund	$93.04
Prop A Transit Tax Fund	$41,307.39
Prop C Transit Tax Fund	$102,770.59
LLAD 38 Fund	$15,565.71
LLAD 41 Fund	$9,846.08
LLAD 39 Fund	$10,288.45
Air Quality Improvements Fund	$0.00
Integrated Waste Mgmt - AB939	$11,443.18
Capital Imprv Project Fund	$43,674.53
Vehicle Maint & Equip Fund	$3,796.83
Building Facility & Maint Fund	$0.00
PLHA Fund	$0.00
Community Dev Block Grant Fund	$1,955.00
Park & Facilities Dev Fund	$0.00
Cash Pool Fund	$0.00
Equip Maint & Replacement Fund	$12,800.00
	$791,404.73

Signed:

Andrea Campbell

Finance Supervisor
Andrea Campbell

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
19005	5/20/2026	SOUTHERN CALIFORNIA EDISON		MAPLE HILL PARK (041426-051226)	100630	52210	$370.10
						CHECK TOTAL	**$370.10**
19006	5/20/2026	SOUTHERN CALIFORNIA EDISON		PONY FIELD (041626-051426)	100630	52210	$10.83
						CHECK TOTAL	**$10.83**
19007	5/20/2026	SOUTHERN CALIFORNIA EDISON		D38 / 719 GRAND IRR (041626-051426)	238638	52210	$41.46
						CHECK TOTAL	**$41.46**
19008	5/20/2026	SOUTHERN CALIFORNIA EDISON		CITYHALL (041626-051426)	100620	52210	$11,702.41
						CHECK TOTAL	**$11,702.41**
19009	5/20/2026	SOUTHERN CALIFORNIA EDISON		21208 WASHINGTON AVE PED (041426-051226)	100630	52210	$40.79
						CHECK TOTAL	**$40.79**
19010	5/22/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 21250 GOLDEN SPRINGS - TC-1	100655	52210	$87.82
						CHECK TOTAL	**$87.82**
19011	5/22/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 3564 S BREA CYN BPED - LS-3	100655	52210	$73.97
						CHECK TOTAL	**$73.97**
19012	5/22/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 2746 S BREA CYN BPED - LS-3	100655	52210	$131.94
						CHECK TOTAL	**$131.94**
19013	5/22/2026	SOUTHERN CALIFORNIA EDISON		GS-1 - 23331 GOLDEN SPRINGS PED - GS-1	100655	52210	$76.96
						CHECK TOTAL	**$76.96**
19014	5/22/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20781 PATHFINDER - TC-1	100655	52210	$113.50
						CHECK TOTAL	**$113.50**
19015	5/22/2026	SOUTHERN CALIFORNIA EDISON		GS-1 - 2838 S DBB PED - GS-1	100655	52210	$91.79
						CHECK TOTAL	**$91.79**
19016	5/22/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 717 GRAND AVE - TC-1	100655	52210	$141.94
						CHECK TOTAL	**$141.94**

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
19017	5/22/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20791 GOLDEN SPRINGS - TC-1	100655	52210	$125.08
						CHECK TOTAL	**$125.08**
19018	5/22/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20439 GOLDEN SPRINGS PED - TC-1	100655	52210	$119.53
						CHECK TOTAL	**$119.53**
19019	5/26/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 2201 DBB - LS-2	100655	52210	$87.13
						CHECK TOTAL	**$87.13**
19020	5/26/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1798 DBB/22566 GLDN SPRGS - LS-2	100655	52210	$195.55
						CHECK TOTAL	**$195.55**
19021	5/26/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1025 BREA CYN - LS-2	100655	52210	$138.70
						CHECK TOTAL	**$138.70**
19022	5/26/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1003 GOLDEN SPRINGS - LS-2	100655	52210	$114.76
						CHECK TOTAL	**$114.76**
19023	5/26/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 809 S DBB - TC-1	100655	52210	$118.03
						CHECK TOTAL	**$118.03**
19024	5/26/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 553 N. DBB/VARIOUS - TC-1	100655	52210	$1,206.77
						CHECK TOTAL	**$1,206.77**
19043	5/26/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21010 WASHINGTON AVE - LS-2	100655	52210	$103.99
						CHECK TOTAL	**$103.99**
19044	5/26/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21250 GOLDEN SPRINGS - LS-2	100655	52210	$87.13
						CHECK TOTAL	**$87.13**
19045	5/26/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21325 PATHFINDER - LS-2	100655	52210	$238.79
						CHECK TOTAL	**$238.79**
19046	5/26/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21615 GATEWAY CENTER - LS-2	100655	52210	$87.13
						CHECK TOTAL	**$87.13**

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
19047	5/26/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 22805 GOLDEN SPRINGS - LS-2	100655	52210	$108.92
						CHECK TOTAL	**$108.92**
19048	5/26/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1DBB/TEMPLE - LS-2	100655	52210	$124.48
						CHECK TOTAL	**$124.48**
19049	5/26/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 3798 S BREA CYN - LS-2	100655	52210	$65.36
						CHECK TOTAL	**$65.36**
19050	5/26/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 3201 S DBB - LS-2	100655	52210	$130.70
						CHECK TOTAL	**$130.70**
19051	5/26/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - VARIOUS LS-1	100655	52210	$747.31
						CHECK TOTAL	**$747.31**
19052	5/26/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - LS-2	100655	52210	$124.07
						CHECK TOTAL	**$124.07**
19053	5/26/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - BREA CYN/OAKCREST - LS-2	100655	52210	$65.99
						CHECK TOTAL	**$65.99**
19054	5/26/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - BREA CYN/FALLOWFIELD - LS-2	100655	52210	$86.63
						CHECK TOTAL	**$86.63**
19055	5/26/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 24230 GOLDEN SPRINGS - LS-2	100655	52210	$82.72
						CHECK TOTAL	**$82.72**
19056	5/26/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - BREA CYN/FALLOWFIELD, ETC - TC-1	100655	52210	$220.64
						CHECK TOTAL	**$220.64**
19057	5/26/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 21010 WASHINGTON AVE - TC-1	100655	52210	$111.74
						CHECK TOTAL	**$111.74**
19058	5/26/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 2201 DBB PED - TC-1	100655	52210	$31.67
						CHECK TOTAL	**$31.67**
19059	5/26/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 1450 BRIDGEGATE, ETC - TC-1	100655	52210	$513.21

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$513.21**
19060	5/26/2026	SOUTHERN CALIFORNIA EDISON		GS-1 - 1215 S BREA CYN - GS-1	100655	52210	$92.01
						CHECK TOTAL	**$92.01**
19061	5/26/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 1611 S BREA CYN - TC-1	100655	52210	$84.71
						CHECK TOTAL	**$84.71**
19062	5/26/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 801 S LEMON, ETC - TC-1	100655	52210	$338.21
						CHECK TOTAL	**$338.21**
19063	5/22/2026	TASC		FLEX SPENDING MEDICAL/CHILDCARE 05/22/2026	201	21118	$4.75
	5/22/2026	TASC		FLEX SPENDING MEDICAL/CHILDCARE 05/22/2026	238	21118	$7.33
	5/22/2026	TASC		FLEX SPENDING MEDICAL/CHILDCARE 05/22/2026	239	21118	$7.33
	5/22/2026	TASC		FLEX SPENDING MEDICAL/CHILDCARE 05/22/2026	241	21118	$7.33
	5/22/2026	TASC		FLEX SPENDING MEDICAL/CHILDCARE 05/22/2026	250	21118	$30.24
	5/22/2026	TASC		FLEX SPENDING MEDICAL/CHILDCARE 05/22/2026	207	21118	$42.01
	5/22/2026	TASC		FLEX SPENDING MEDICAL/CHILDCARE 05/22/2026	206	21118	$124.53
	5/22/2026	TASC		FLEX SPENDING MEDICAL/CHILDCARE 05/22/2026	100	21118	$1,947.51
						CHECK TOTAL	**$2,171.03**
19064	5/22/2026	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 05/22/2026	239	21109	$133.74
	5/22/2026	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 05/22/2026	241	21109	$133.74
	5/22/2026	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 05/22/2026	201	21109	$138.15
	5/22/2026	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 05/22/2026	238	21109	$258.76

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	5/22/2026	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 05/22/2026	206	21109	$488.58
	5/22/2026	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 05/22/2026	207	21109	$656.50
	5/22/2026	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 05/22/2026	250	21109	$4,830.10
	5/22/2026	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 05/22/2026	100	21109	$14,900.22
						CHECK TOTAL	**$21,539.79**
19065	5/22/2026	CALPERS		PENSION CONTRIBUTION 5/02/26-5/15/26 & 5/1-5/31/26	204	21110	$93.04
	5/22/2026	CALPERS		PENSION CONTRIBUTION 5/02/26-5/15/26 & 5/1-5/31/26	239	21110	$161.41
	5/22/2026	CALPERS		PENSION CONTRIBUTION 5/02/26-5/15/26 & 5/1-5/31/26	241	21110	$161.41
	5/22/2026	CALPERS		PENSION CONTRIBUTION 5/02/26-5/15/26 & 5/1-5/31/26	203	21110	$162.83
	5/22/2026	CALPERS		PENSION CONTRIBUTION 5/02/26-5/15/26 & 5/1-5/31/26	238	21110	$252.26
	5/22/2026	CALPERS		PENSION CONTRIBUTION 5/02/26-5/15/26 & 5/1-5/31/26	201	21110	$535.74
	5/22/2026	CALPERS		PENSION CONTRIBUTION 5/02/26-5/15/26 & 5/1-5/31/26	207	21110	$1,390.60
	5/22/2026	CALPERS		PENSION CONTRIBUTION 5/02/26-5/15/26 & 5/1-5/31/26	206	21110	$1,715.92
	5/22/2026	CALPERS		PENSION CONTRIBUTION 5/02/26-5/15/26 & 5/1-5/31/26	250	21110	$2,174.45
	5/22/2026	CALPERS		PENSION CONTRIBUTION 5/02/26-5/15/26 & 5/1-5/31/26	100	21110	$46,185.42
						CHECK TOTAL	**$52,833.08**
19074	6/2/2026	4IMPRINT INC		8FT FITTED TABLE COVERS FOR SHERIFF	100310	53510	$1,990.63
						CHECK TOTAL	**$1,990.63**
19075	6/2/2026	ABSOLUTE SECURITY INTERNATIONAL INC		APRIL 2026 SECURITY GUARD SERVICES	100520	55330	$384.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	6/2/2026	ABSOLUTE SECURITY INTERNATIONAL INC		APRIL 2026 SECURITY GUARD SERVICES	100510	55330	$3,599.36
						CHECK TOTAL	**$3,983.36**
19076	6/2/2026	ALGALITA MARINE RESEARCH & EDUCATION		ENVIRONMENTAL EDUCATION SERVICES	250170	54900	$1,564.00
						CHECK TOTAL	**$1,564.00**
19077	6/2/2026	ALL CITY MANAGEMENT SERVICES INC		CROSSING GUARD SERVICES - 4/12/26-4/25/26	100310	55412	$14,481.60
	6/2/2026	ALL CITY MANAGEMENT SERVICES INC		CROSSING GUARD SERVICES - 4/26/26 - 5/9/26	100310	55412	$14,481.60
						CHECK TOTAL	**$28,963.20**
19078	6/2/2026	ALLIANT INSURANCE SERVICES INC		INSURANCE FOR CONCERTS IN THE PARK 2026 SERIES	100520	55300	$1,186.00
						CHECK TOTAL	**$1,186.00**
19079	6/2/2026	ATKINSON, ANDELSON, LOYA, RUUD & ROMO		PROFESSIONAL SERVICES-LEGAL	100220	54900	$2,403.20
						CHECK TOTAL	**$2,403.20**
19080	6/2/2026	LINGO TELECOM LLC		CITYWIDE ANALOG PHONE SERVICE - MAY 2026	100230	52200	$5,079.39
						CHECK TOTAL	**$5,079.39**
19081	6/2/2026	CALIFORNIA DEPT OF TAX AND FEE ADMI		SALES AND USE TAX - MARCH 31, 2026	100	29006	$27.56
	6/2/2026	CALIFORNIA DEPT OF TAX AND FEE ADMI		SALES AND USE TAX - MARCH 31, 2026	100	29005	$241.76
						CHECK TOTAL	**$269.32**
19082	6/2/2026	CITY OF SANTA ANA		DAY CAMP EXCURSION - JUNE 9, 2026	100520	53520	$669.00
						CHECK TOTAL	**$669.00**
19083	6/2/2026	COLLEY AUTO CARS INC		FLEET MAINTENANCE LIC#1479428	502430	52312	$225.00
						CHECK TOTAL	**$225.00**
19084	6/2/2026	CROSSTOWN ELECTRICAL & DATA INC		TS BATTERY BACK-UP/CCTV PROJ - FY 25-26	207610	56102	$48,490.00
						CHECK TOTAL	**$48,490.00**
19085	6/2/2026	CT & T CONCRETE PAVING INC		ROAD MAINTENANCE SRVS (PONY FIELDS)	100655	55512	$11,484.00
						CHECK TOTAL	**$11,484.00**

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
19086	6/2/2026	DE NOVO PLANNING GROUP		1400 MONTEFINO MITIGATED NEG DEC	100	22107	$22,092.50
						CHECK TOTAL	**$22,092.50**
19087	6/2/2026	DEPARTMENT OF INDUSTRIAL RELATIONS		OSHA ELEVATOR INSPECTION FEE (CITYHALL) FY25-26	100620	51200	$225.00
						CHECK TOTAL	**$225.00**
19088	6/2/2026	DIANA CHO & ASSOCIATES		CDBG-AREA 6 ADA CURB RAMP PROJECT FEB 2026	225610	56101	$382.50
	6/2/2026	DIANA CHO & ASSOCIATES		CDBG-AREA 6 ADA CURB RAMP PROJECT MAR 2026	225610	56101	$807.50
	6/2/2026	DIANA CHO & ASSOCIATES		CDBG-AREA 6 ADA CURB RAMP PROJECT APR 2026	225610	56101	$765.00
						CHECK TOTAL	**$1,955.00**
19089	6/2/2026	DISCOVERY SCIENCE CENTER OF ORANGE		ENVIRONMENTAL EDUCATION	250170	54900	$2,556.00
						CHECK TOTAL	**$2,556.00**
19090	6/2/2026	DUNN EDWARDS CORPORATION		PAINT SUPPLIES (PONYFIELDS)	100630	51200	$342.35
						CHECK TOTAL	**$342.35**
19091	6/2/2026	FLOCK GROUP INC		FY 2025-2026 FLOCK SAFETY PROGRAM	100310	54900	$165,000.00
						CHECK TOTAL	**$165,000.00**
19092	6/2/2026	FRESHMOBILECA LLC		FLEET WASHING SERVICE (051526)	502430	52312	$19.95
	6/2/2026	FRESHMOBILECA LLC		FLEET WASHING SERVICE (051526)	502430	52312	$39.90
	6/2/2026	FRESHMOBILECA LLC		FLEET WASHING SERVICE (051526)	502655	52312	$79.80
	6/2/2026	FRESHMOBILECA LLC		FLEET WASHING SERVICE (051526)	502620	52312	$139.65
	6/2/2026	FRESHMOBILECA LLC		FLEET WASHING SERVICE (051526)	502630	52312	$139.65
						CHECK TOTAL	**$418.95**
19093	6/2/2026	FUN EXPRESS LLC		SUPPLIES FOR CONCERTS	100520	51200	$494.79
	6/2/2026	FUN EXPRESS LLC		SUPPLIES FOR CONCERTS	100520	51200	$306.06
						CHECK TOTAL	**$800.85**
19094	6/2/2026	GOGO TECHNOLOGIES INC		FY 25-26 DIAMOND RIDE SR TRANS SVCS MAR 2026	206650	55560	$38,978.36
						CHECK TOTAL	**$38,978.36**

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
19095	6/2/2026	GOVCONNECTION INC		RENEWAL- HP CAREPACK-REY/ROZ/NABOO/TATOOINE	100230	52314	$22,603.00
						CHECK TOTAL	**$22,603.00**
19096	6/2/2026	HANSON BRIDGETT LLP		LEGAL SERVICES - SEWER DISTRICT	100120	54022	$14,760.80
						CHECK TOTAL	**$14,760.80**
19097	6/2/2026	HELIX ENVIRONMENTAL PLANNING INC		CANYON LOOP TRAIL RESTORATION	301630	56104	$3,054.99
						CHECK TOTAL	**$3,054.99**
19098	6/2/2026	HOME DEPOT CREDIT SERVICES		MAINTENANCE SUPPLIES (JK 050626)	100630	51200	$227.77
						CHECK TOTAL	**$227.77**
19099	6/2/2026	HONEYCOTT INC		BEE REMOVAL @ DBC 051226	100510	52320	$145.00
						CHECK TOTAL	**$145.00**
19100	6/2/2026	HR GREEN PACIFIC INC		PLAN CHECK - LAND DEVELOPMENT - THRU 3/31/26	100	22109	$225.00
	6/2/2026	HR GREEN PACIFIC INC		PLAN CHECK - LAND DEVELOPMENT - THRU 3/31/26	100	22109	$989.00
	6/2/2026	HR GREEN PACIFIC INC		PLAN CHECK - LAND DEVELOPMENT - THRU 3/31/26	100	22109	$2,366.00
	6/2/2026	HR GREEN PACIFIC INC		PLAN CHECK - LAND DEVELOPMENT - THRU 3/31/26	100	22109	$5,293.00
						CHECK TOTAL	**$8,873.00**
19101	6/2/2026	HUNTINGTON HARDWARE CO INC		DOOR HARDWARE/ OERATING SUPPLIES (CB051326)	100620	51200	$1,000.08
						CHECK TOTAL	**$1,000.08**
19102	6/2/2026	INCREDIBLE ENTERTAINMENT INC		DAY CAMP EXCURSION - JUNE 30, 2026	100520	53520	$1,114.39
						CHECK TOTAL	**$1,114.39**
19103	6/2/2026	INTEGRUS LLC		RICOH COPY CHARGES - 4/19/26-5/18/26	100230	52314	$749.74
						CHECK TOTAL	**$749.74**
19104	6/2/2026	ITERIS INC		CS - CITYWIDE TRAFFIC SIGNAL TIMING - THRU 4/30/26	207650	54410	$30,425.80
						CHECK TOTAL	**$30,425.80**
19105	6/2/2026	JACKSON'S AUTO SUPPLY/NAPA		FLEET VEHICLE MAINTENANCE (2 REC VANS&RANGER)	502620	52312	$106.10

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						CHECK TOTAL	**$106.10**
19106	6/2/2026	JOSE RUEL DIRA		GIS SUPPORT - 3/31/26 - 4/24/26	100230	54900	$3,149.94
						CHECK TOTAL	**$3,149.94**
19107	6/2/2026	KEVIN D JONES		PS - SR57-60 CONF PROJ FEDERAL ADVOCACY - APR 2026	100615	54400	$4,000.00
						CHECK TOTAL	**$4,000.00**
19108	6/2/2026	LA COUNTY ASSESSOR OFFICE		SBF ABSTRACT - APR 2026	100230	52314	$250.00
						CHECK TOTAL	**$250.00**
19109	6/2/2026	LOCAL AGENCY ENGINEERING ASSOCIATES INC		DB COMPLETE STREETS - CONST MGMT - APR 2026	301610	56190	$33,516.08
						CHECK TOTAL	**$33,516.08**
19110	6/2/2026	LOWE'S BUSINESS ACCOUNT		PARK SUPPLIES (PANTERA PARK / CG050826)	100630	51200	$67.49
						CHECK TOTAL	**$67.49**
19111	6/2/2026	MICHAEL BAKER INTERNATIONAL INC		CANYON LOOP TRAIL -HMMP PROJECT MANAGER	301630	56104	$2,830.07
						CHECK TOTAL	**$2,830.07**
19112	6/2/2026	MNS ENGINEERS INC		DESIGN - DB COMPLETE STREETS - 3/30/26 - 4/26/26	301610	56105	$4,273.39
						CHECK TOTAL	**$4,273.39**
19113	6/2/2026	MOBILE RELAY ASSOCIATES INC		RECURRING SERVICES FOR EMERGENCY PREPARDNESS	100350	52300	$78.75
						CHECK TOTAL	**$78.75**
19114	6/2/2026	NICHOLS CONSULTING ENGINEERS, CHTD		ROAH REHAB PROJ-BIDDING/DESIGN SVCS - THRU 4/14/26	203615	56101	$600.00
						CHECK TOTAL	**$600.00**
19115	6/2/2026	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		PRE-EMPLOYMENT PHYSICAL FEES	100220	52510	$210.00
	6/2/2026	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		PRE-EMPLOYMENT PHYSICAL FEES	100220	52510	$471.00
						CHECK TOTAL	**$681.00**
19116	6/2/2026	ONE TIME PAY VENDOR	IBRAHIM BAGGIA	FACILITY REFUND	100	20202	$750.00
						CHECK TOTAL	**$750.00**
19117	6/2/2026	ONE TIME PAY VENDOR	JACKY LILLICOTCH	RECREATION PROGRAM REFUND	100	20202	$95.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$95.00**
19118	6/2/2026	ONE TIME PAY VENDOR	LILY ZHOU	RECREATION PROGRAM REFUND	100	20202	$1,275.00
						CHECK TOTAL	**$1,275.00**
19119	6/2/2026	ONE TIME PAY VENDOR	LISA NELIUS	RECREATION PROGRAM REFUND	100	20202	$114.00
						CHECK TOTAL	**$114.00**
19120	6/2/2026	ONE TIME PAY VENDOR	RONALD KENNER	RECREATION PROGRAM REFUND	100	20202	$25.00
						CHECK TOTAL	**$25.00**
19121	6/2/2026	ONE TIME PAY VENDOR	YANNWEN BRAUN-LIANG	RECREATION PROGRAM REFUND	100	20202	$60.00
						CHECK TOTAL	**$60.00**
19122	6/2/2026	ONE TIME PAY VENDOR	DIAMOND BAR EVERGREEN CLUB	SENIOR CLUB LIABILITY INSURANCE REIMBURSEMENT	100520	57210	$946.47
						CHECK TOTAL	**$946.47**
19123	6/2/2026	ONE TIME PAY VENDOR	TRIDIPTA DAS	REFUND PR25-1639	100	20604	$0.80
	6/2/2026	ONE TIME PAY VENDOR	TRIDIPTA DAS	REFUND PR25-1639	100	20603	$1.04
	6/2/2026	ONE TIME PAY VENDOR	TRIDIPTA DAS	REFUND PR25-1639	100	48020	$14.01
	6/2/2026	ONE TIME PAY VENDOR	TRIDIPTA DAS	REFUND PR25-1639	100	48020	$17.51
	6/2/2026	ONE TIME PAY VENDOR	TRIDIPTA DAS	REFUND PR25-1639	100	48010	$57.54
	6/2/2026	ONE TIME PAY VENDOR	TRIDIPTA DAS	REFUND PR25-1639	100	48010	$292.74
						CHECK TOTAL	**$383.64**
19124	6/2/2026	ONE TIME PAY VENDOR	YANGSUN KIM	REFUND LC26-0295	100	48010	$4.00
	6/2/2026	ONE TIME PAY VENDOR	YANGSUN KIM	REFUND LC26-0295	100	48010	$46.48
						CHECK TOTAL	**$50.48**
19125	6/2/2026	ONE TIME PAY VENDOR - CND REFUND	JENNY CHIEN JUNG WU	C&D REFUND: 1731 LEANING PINE DR	100	22105	$250.00
						CHECK TOTAL	**$250.00**
19126	6/2/2026	OTIS ELEVATOR COMPANY		ELEVATOR MAINTENANCE (CITYHALL C# FUEL SURCHARGE)	100620	52320	$175.00
	6/2/2026	OTIS ELEVATOR COMPANY		ELEVATOR MAINTENANCE (DBC C# FUEL SURCHARGE)	100510	52320	$175.00
						CHECK TOTAL	**$350.00**

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
19127	6/2/2026	REINBERGER CORPORATION		BUSINESS CARDS	100140	52110	$86.51
	6/2/2026	REINBERGER CORPORATION		BUSINESS CARDS	100140	52110	$86.51
						CHECK TOTAL	**$173.02**
19128	6/2/2026	ROTH STAFFING COMPANIES, LP		TEMP STAFFING - FINANCE WK 5/22/2026	100210	54900	$1,420.80
	6/2/2026	ROTH STAFFING COMPANIES, LP		TEMP STAFFING - CITY CLERK WK 5/22/2026	100140	54900	$565.50
						CHECK TOTAL	**$1,986.30**
19129	6/2/2026	S&S WORLDWIDE, INC		SUPPLIES FOR SUMMER DAY CAMP	100520	51200	$205.20
						CHECK TOTAL	**$205.20**
19130	6/2/2026	SC FUELS		FLEET FUEL (050126-051526)	502430	52330	$192.20
	6/2/2026	SC FUELS		FLEET FUEL (050126-051526)	502630	52330	$538.87
	6/2/2026	SC FUELS		FLEET FUEL (050126-051526)	502620	52330	$598.14
	6/2/2026	SC FUELS		FLEET FUEL (050126-051526)	502655	52330	$1,171.57
						CHECK TOTAL	**$2,500.78**
19131	6/2/2026	SKATE EXPRESS INC		DAY CAMP EXCURSION - JUNE 16, 2026	100520	53520	$590.00
						CHECK TOTAL	**$590.00**
19132	6/2/2026	SOCIAL VOCATIONAL SERVICES		MAINTENANCE: LITTER & WEED REMOVAL(APRIL 2026)	100645	55528	$3,113.00
						CHECK TOTAL	**$3,113.00**
19133	6/2/2026	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		AQMD FEE (DBC) FY25-26	100510	52320	$172.49
	6/2/2026	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		FACILITY LEASE	100130	52302	$2,824.69
						CHECK TOTAL	**$2,997.18**
19134	6/2/2026	STERICYCLE INC		SUBSCRIPTION - HERITAGE PARK	250170	55000	$288.39
						CHECK TOTAL	**$288.39**
19135	6/2/2026	TALEWISE LLC		DAY CAMP ENTERTAINMENT - JUNE 24, 2026	100520	55315	$425.00
						CHECK TOTAL	**$425.00**
19136	6/2/2026	TENNIS ANYONE INC		CONTRACT CLASSES TENNIS SERVIC	100520	55320	$6,526.03
						CHECK TOTAL	**$6,526.03**

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
19137	6/2/2026	THE GAS COMPANY		GAS SERVICE AT DBC (041526-051526)	100510	52215	$157.03
	6/2/2026	THE GAS COMPANY		NATURAL GAS SERVICE @CITYHALL (041326-051326)	100620	52215	$691.90
	6/2/2026	THE GAS COMPANY		NATURAL GAS SERVICE @ HERITAGE PARK(051426-051426)	100630	52215	$168.91
						CHECK TOTAL	**$1,017.84**
19138	6/2/2026	THE SAN GABRIEL VALLEY NEWSPAPER GR		LEGAL AD PL2025-47	100	22107	$750.58
						CHECK TOTAL	**$750.58**
19139	6/2/2026	THE TAIT GROUP INC		PS/TRANSPORTATION ADVOCACY - APR 2026	100615	54410	$3,300.00
						CHECK TOTAL	**$3,300.00**
19140	6/2/2026	TRIFYTT SPORTS LLC		INSTRUCTOR PAYMENT - SPORTS - WS26	100520	55320	$833.98
						CHECK TOTAL	**$833.98**
19141	6/2/2026	TUMBLE-N-KIDS INC		CONTRACT CLASS- YOUTH GYMNASTICS	100520	55320	$3,142.80
						CHECK TOTAL	**$3,142.80**
19142	6/2/2026	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 4/21/26 - 4/28/26	503230	56135	$5,600.00
	6/2/2026	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 5/5/26-5/7/26	503230	56135	$7,200.00
						CHECK TOTAL	**$12,800.00**
19143	6/2/2026	ULINE INC		FLEET VEHICLE SUPPLIES (JW 042326)	100630	51200	$911.67
	6/2/2026	ULINE INC		DBC SUPPLIES	100510	51200	$538.80
	6/2/2026	ULINE INC		FY2025-26 EMERGENGY PREP BLEED CONTROL KITS	100350	51200	$543.18
						CHECK TOTAL	**$1,993.65**
19144	6/2/2026	UNDERGROUND SERVICE ALERT OF SO CA		DIGALERT - CA STATE FEE/MONTHLY - MAY 2025	100610	54900	$102.89
	6/2/2026	UNDERGROUND SERVICE ALERT OF SO CA		DIGALERT/MONTHLY MAINTENANCE FEE - APR 2026	100610	54900	$242.20
						CHECK TOTAL	**$345.09**
19145	6/2/2026	VACT INC		DBC ACCESS CONTROL UPGRADE (PARTS - PAYMENT#1)	100510	56116	$1,000.00

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	6/2/2026	VACT INC		DBC ACCESS CONTROL UPGRADE (PROGRESS PYMT#2)	100510	56116	$7,432.38
						CHECK TOTAL	**$8,432.38**
19146	6/2/2026	WW GRAINGER INC		FY2025-26 AED BATTERIES	100350	52310	$816.44
						CHECK TOTAL	**$816.44**
19147	6/2/2026	WW GRAINGER INC		PARK SUPPLIES (JK 051926)	100620	51200	$50.33
						CHECK TOTAL	**$50.33**
19148	6/2/2026	WALNUT VALLEY WATER DISTRICT		CITYHALLW (040126-043026)	100620	52220	$1,200.49
	6/2/2026	WALNUT VALLEY WATER DISTRICT		D38W (040126-043026)	238638	52220	$12,757.95
	6/2/2026	WALNUT VALLEY WATER DISTRICT		D38(R)W (040126-043026)	238638	52220	$2,247.95
	6/2/2026	WALNUT VALLEY WATER DISTRICT		D39W (040126-043026)	239639	52220	$9,985.97
	6/2/2026	WALNUT VALLEY WATER DISTRICT		D41W (040126-043026)	241641	52220	$9,543.60
	6/2/2026	WALNUT VALLEY WATER DISTRICT		DBCW (040126-043026)	100510	52220	$472.94
	6/2/2026	WALNUT VALLEY WATER DISTRICT		PARKSW (040126-043026)	100630	52220	$38,173.04
	6/2/2026	WALNUT VALLEY WATER DISTRICT		PARKS(R)W (040126-043026)	100630	52220	$2,011.48
						CHECK TOTAL	**$76,393.42**
19149	6/2/2026	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC)	100510	51210	$722.50
	6/2/2026	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (HERITAGE PARK)	100630	51200	$150.64
	6/2/2026	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (CITYHALL)	100620	51200	$2,515.04
						CHECK TOTAL	**$3,388.18**
19150	6/2/2026	WEST COAST ARBORISTS INC		CITYWIDE TREE MAINTENANCE (030126-031526)	100645	55522	$26,123.00
	6/2/2026	WEST COAST ARBORISTS INC		CITYWIDE TREE MAINTENANCE (041626-043026)	100645	55522	$450.00
						CHECK TOTAL	**$26,573.00**
19151	6/2/2026	WILLDAN GEOTECHNICAL		GEOTECH REVIEW - 22909 LAZY TRAIL - THRU 4/03/26	100	22109	$630.00
	6/2/2026	WILLDAN GEOTECHNICAL		GEOTECH REVIEW - 1198 CHISOLM TRAIL - THRU 4/03/26	100	22109	$840.00
	6/2/2026	WILLDAN GEOTECHNICAL		GEOTECH REV - TR54081 CROOKED CREEK - THRU 4/3/26	100	22109	$840.00

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	6/2/2026	WILLDAN GEOTECHNICAL		BUILDING AND SAFETY INTERIM PERMIT TECHNICIAN	100420	55100	$14,960.00
						CHECK TOTAL	**$17,270.00**
19152	6/2/2026	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2026	100120	54020	$1,833.00
	6/2/2026	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2026	100120	54020	$17,061.00
	6/2/2026	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2026	100120	54020	$253.80
	6/2/2026	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2026	100120	54020	$112.80
	6/2/2026	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2026	100120	54020	$197.40
	6/2/2026	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2026	100120	54020	$3,412.20
	6/2/2026	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2026	100120	54020	$394.80
						CHECK TOTAL	**$23,265.00**
19153	6/2/2026	YUNEX CORP		TS MAINTENANCE/CALL-OUTS - MAR 2026	207650	55536	$8,949.61
	6/2/2026	YUNEX CORP		TS MAINTENANCE - APR 2026	207650	55536	$5,711.62
	6/2/2026	YUNEX CORP		TS MAINT/CALL-OUTS - APR 2026	207650	55536	$7,104.45
						CHECK TOTAL	**$21,765.68**
						GRAND TOTAL	**$791,404.73**

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Treasurer's Statement.

STRATEGIC GOAL: Responsible Stewardship of Public Resources

RECOMMENDATION:

Approve the May 2026 Treasurer's Statement.

FINANCIAL IMPACT:

None.

BACKGROUND:

Consistent with City policy, the Finance Department presents the monthly Treasurer's Statement to the City Council for review and approval.

ANALYSIS:

This statement shows the cash balances with a breakdown of various investment accounts and the yield to maturity from investments. This statement also includes an investment portfolio management report which details the activities of investments.

PREPARED BY:

Jason Jacobsen, Director, Finance

ATTACHMENTS:

1. Treasurer's Cash Balance Report - May 2026
2. Treasurer's Statement and Portfolio Report - May 2026 signed

CITY OF DIAMOND BAR - CITY TREASURER'S CASH BALANCE REPORT
AS OF MAY 31, 2026

CASH & INVESTMENT BALANCES

Cash Funds			
General Account	$2,948,600.14		
Payroll Account	$0.00		
Change Fund - General Fund	$630.00		
Petty Cash Account	$303.00		
Cash With Fiscal Agent (US Bank 2021 Bonds)	$97,881.89		
Total Cash Funds			**$3,047,415.03**
City & LAIF Invested Funds (Book Value):			
Local Agency Investment Fund	$25,372,656.38		
City-Managed Fixed-Income Securities (0-5 year maturity)	$49,101,728.90		
Total Investment Funds (Book Value)			**$74,474,385.28**
Fiscal Year-To-Date Effective Rate of Return (City Funds & LAIF)	3.92%	(11 months)	
Fiscal YTD Interest Earnings (City Funds & LAIF)	$2,418,606.70	(11 months)	
FY 2025-26 Budgeted Interest Earnings (City Funds & LAIF)	$1,530,800.00	(12 Months)	
Invested Funds With OPEB Trust (Managed by CalPERS/State Street)			**$1,136,112.95**
Annualized rate of return (6/30/2016 - 6/30/2025)	5.16%	(9 Years)	
OPEB Trust Starting Balance (7/1/2025)	**$945,947.34**		
OPEB Trust FY 25-26 Contributions	$88,000.00		
OPEB Trust FY 25-26 Earnings	$102,165.61	(11 months)	
OPEB Trust Ending Balance (05/30/2026)	**$1,136,112.95**		
GRAND TOTAL - CASH & INVESTMENTS			**$78,657,913.26**

CITY OF DIAMOND BAR
INVESTMENT PORTFOLIO SUMMARY REPORT
MAY 31,2026

INVESTMENTS	BOOK VALUE	PERCENT OF PORTFOLIO	TERM	DAYS TO MATURITY	YIELD TO MATURITY
Federal Credit Union CD	$12,639,000.00	16.97%	1,565	690	4.315%
Local Agency Investment Fund	$25,372,656.38	34.07%	1	1	3.810%
Corporate Notes	$10,392,443.05	13.95%	1,677	1,407	4.635%
Federal Agency Coupon Securities	$6,637,636.95	8.91%	1,564	339	4.104%
Treasury Coupon Securities	$3,097,914.17	4.16%	1,813	620	2.986%
Federal Agency Callable	$4,500,000.00	6.04%	1,826	151	2.023%
Certificates of Deposit-Banks	$5,277,692.85	7.09%	1,596	706	4.326%
Municipal Bonds	$1,563,226.43	2.10%	1,585	341	4.738%
Money Market Fund	$4,993,815.45	6.71%	1	1	3.590%
Total Investments and Averages	**$74,474,385.28**	**100.00%**	**972**	**436**	**3.936%**

	MONTH ENDING MAY 31,2026	FISCAL YEAR-TO-DATE 2025-2026
TOTAL INTEREST EARNED	**$237,757.80**	**$2,418,606.70**
	3.91%	3.92%

Daniel Fox

Daniel Fox
City Treasurer

I certify that this report accurately reflects all City pooled investments and is in conformity with the investment policy of the City of Diamond Bar approved by City Council and on file in the City Clerk's office. The investment program herein provides sufficient cash flow liquidity to meet the next six months estimated expenditures.

City of Diamond Bar
Portfolio Management
Portfolio Summary
May 31, 2026

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA
(909)839-7053

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C
Federal Credit Union CD	12,639,000.00	12,748,457.25	12,639,000.00	16.97	1,565	690	4.315
Local Agency Investment Funds	25,372,656.38	24,987,715.10	25,372,656.38	34.07	1	1	3.810
Corporate Notes	10,850,000.00	10,427,755.25	10,392,443.05	13.95	1,677	1,407	4.635
Federal Agency Coupon Securities	6,625,000.00	6,661,061.55	6,637,636.95	8.91	1,564	339	4.104
Treasury Coupon Securities	3,125,000.00	3,069,040.85	3,097,914.17	4.16	1,813	620	2.986
Federal Agency Callable	4,500,000.00	4,365,337.50	4,500,000.00	6.04	1,826	151	2.023
Certificate of Deposit	5,339,000.00	5,311,569.59	5,277,692.85	7.09	1,596	706	4.326
Municipal Bonds	1,595,000.00	1,544,199.64	1,563,226.43	2.10	1,585	341	4.738
Money Market Fund	4,993,815.45	4,993,815.45	4,993,815.45	6.71	1	1	3.590
Investments	**75,039,471.83**	**74,108,952.18**	**74,474,385.28**	**100.00%**	**972**	**436**	**3.936**

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	237,757.80	2,418,606.70
Average Daily Balance	**71,525,295.14**	**67,254,311.37**
Effective Rate of Return	**3.91%**	**3.92%**

06/10/2026

Jason M. Jacobsen, Finance Director

City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
May 31, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Term	Days to Maturity	YTM/C	Maturity Date
Federal Credit Union CD												
06251A3K4	10402	America's Credit Union		12/16/2021	248,000.00	238,674.70	248,000.00	1.350	1,826	198	1.350	12/16/2026
00790UAC1	10682	ADVANTAGE CREDIT UNION		07/31/2024	249,000.00	252,742.72	249,000.00	4.450	1,826	1,156	4.450	07/31/2029
01025RAT6	10750	ALABAMA CREDIT UNION		07/09/2025	249,000.00	249,000.00	249,000.00	4.150	730	403	4.150	07/09/2027
02157RAA5	10683	ALTAONE FEDERAL CREDIT		07/19/2024	249,000.00	252,731.02	249,000.00	4.450	1,826	1,144	4.450	07/19/2029
011852AE0	10547	Alaska USA FCU		03/08/2023	249,000.00	252,861.74	249,000.00	4.600	1,827	646	4.600	03/08/2028
052392BT3	10495	AUSTIN TELCO FCU		09/21/2022	249,000.00	248,064.26	249,000.00	3.800	1,826	477	3.800	09/21/2027
07181JBH6	10697	Baxter Credit Union		08/22/2024	249,000.00	251,516.15	249,000.00	4.350	1,461	813	4.350	08/22/2028
07371BWA5	10679	Beal Bank-Plano TX		06/12/2024	244,000.00	249,267.47	244,000.00	4.650	1,820	1,101	4.650	06/06/2029
09776DAV6	10744	BOM BANK		06/24/2025	249,000.00	249,560.75	249,000.00	4.100	1,826	1,484	4.100	06/24/2030
14042THZ3	10453	Capital One Bank USA		07/27/2022	248,000.00	245,659.87	248,000.00	3.500	1,826	421	3.500	07/27/2027
12481GAZ0	10663	CBC Federal Credit Union		05/14/2024	249,000.00	254,402.30	249,000.00	4.650	1,826	1,078	4.650	05/14/2029
17783PAK7	10625	City Federal Credit Union		01/18/2024	249,000.00	248,770.92	249,000.00	4.000	1,827	962	4.000	01/18/2029
19058RAG6	10684	COASTAL1CU		07/22/2024	249,000.00	252,914.28	249,000.00	4.550	1,460	781	4.550	07/21/2028
14622LAS1	10686	CARTER FEDERAL CU		08/07/2024	249,000.00	250,879.20	249,000.00	4.250	1,826	1,163	4.250	08/07/2029
23204HPM4	10678	Customers Bank		06/11/2024	244,000.00	247,884.48	244,000.00	4.850	1,095	375	4.850	06/11/2027
291916AG9	10596	Empower FED Credit Union		10/23/2023	248,000.00	256,339.50	248,000.00	5.100	1,827	875	5.100	10/23/2028
29367RNG7	10720	Enterprise Bank Corp.		08/28/2024	249,000.00	246,619.81	249,000.00	3.800	1,826	1,184	3.800	08/28/2029
32026U5U6	10664	First Foundation Bank		05/22/2024	244,000.00	248,712.37	244,000.00	4.600	1,826	1,086	4.600	05/22/2029
32114MBC0	10681	First Natl Bnk Blue Erth		06/20/2024	248,000.00	252,125.23	248,000.00	4.850	1,095	384	4.850	06/20/2027
33610RVR1	10685	FIRST PREMIER BANK		07/17/2024	244,000.00	247,068.79	244,000.00	4.450	1,461	777	4.450	07/17/2028
42228LAH4	10496	HEALTHCARE SYSTEMS FCU		09/21/2022	249,000.00	247,762.47	249,000.00	3.600	1,461	112	3.600	09/21/2026
42869GAB2	10639	Hickam		01/31/2024	249,000.00	250,321.19	249,000.00	4.150	1,461	609	4.150	01/31/2028
856285E98	10410	State Bank of India		01/31/2022	248,000.00	239,542.46	248,000.00	1.750	1,827	245	1.750	02/01/2027
472207AE9	10491	JEANNE D'ARC CREDIT UNION		09/30/2022	249,000.00	248,050.07	249,000.00	3.800	1,826	486	3.800	09/30/2027
48115LAM6	10707	Jovia Financial Credit Union C		08/16/2024	249,000.00	250,756.20	249,000.00	4.650	731	77	4.650	08/17/2026
50625LBR3	10606	LAFAYETTE FCU		11/30/2023	248,000.00	252,246.01	248,000.00	5.250	1,096	182	5.250	11/30/2026
534574AC2	10571	LINCOLN PARK COMMUNITY BANK		08/28/2023	248,000.00	255,291.20	248,000.00	5.000	1,827	819	5.000	08/28/2028
55026MAE5	10487	LUMINATE BANK		09/15/2022	249,000.00	245,970.67	249,000.00	3.400	1,826	471	3.400	09/15/2027
56824JBC7	10718	Marine Federal Corp.		08/30/2024	249,000.00	248,943.98	249,000.00	4.000	731	91	4.000	08/31/2026
58404DUA7	10622	Medallion Bank		12/29/2023	248,000.00	249,798.74	248,000.00	4.500	1,096	211	4.500	12/29/2026
61690DQK7	10662	Morgan Stanley Bank		05/08/2024	244,000.00	248,468.37	244,000.00	4.700	1,461	707	4.700	05/08/2028
61776NTH6	10745	Morgan Stanley Bank		06/18/2025	244,000.00	246,684.49	244,000.00	4.300	1,828	1,480	4.300	06/20/2030
654062LP1	10643	NICOLET NATIONAL BANK		03/08/2024	249,000.00	250,835.88	249,000.00	4.250	1,826	1,011	4.250	03/08/2029
68584JAV1	10675	Oregon Community Cred Un		06/07/2024	248,000.00	250,322.77	248,000.00	5.050	731	7	5.050	06/08/2026
682325EK7	10676	One Community Bank		06/18/2024	249,000.00	252,002.94	249,000.00	4.850	913	200	4.850	12/18/2026
722000AC0	10575	PIMA FEDERAL CREDIT		08/17/2023	248,000.00	251,496.55	248,000.00	5.300	1,096	77	5.300	08/17/2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term	Days to Maturity	YTM/C	Maturity Date
Federal Credit Union CD												
77357DAB4	10607	ROCKLAND FCU		11/30/2023	248,000.00	255,737.85	248,000.00	5.000	1,827	913	5.000	11/30/2028
795451EG4	10752	Sallie Mae Bank		12/17/2025	245,000.00	245,000.00	245,000.00	3.850	1,826	1,660	3.850	12/17/2030
835104DG2	10751	SOMERSET TRUST CO		07/08/2025	249,000.00	249,000.00	249,000.00	3.950	1,645	1,317	3.950	01/08/2030
849061AF3	10644	SPOKANE TEACHERS CR UN		03/25/2024	245,000.00	248,134.78	245,000.00	4.750	1,095	297	4.750	03/25/2027
89235MNT4	10442	Toyota Financial SGS Bank		07/22/2022	248,000.00	245,192.14	248,000.00	3.400	1,826	416	3.400	07/22/2027
89839KAD7	10604	TRUSTSTAR BANK		11/22/2023	248,000.00	253,735.25	248,000.00	4.750	1,827	905	4.750	11/22/2028
88709RBH1	10677	Timberland Bank Hoquaim		06/12/2024	249,000.00	251,960.11	249,000.00	4.850	912	193	4.850	12/11/2026
89854LAD5	10564	TTCU FED CU		07/26/2023	248,000.00	255,131.24	248,000.00	5.000	1,827	786	5.000	07/26/2028
91527PCF2	10651	Univest Bank & Trust Co.		03/13/2024	249,000.00	250,836.38	249,000.00	4.250	1,826	1,016	4.250	03/13/2029
91739JAD7	10589	UTAH FIRST CD		10/30/2023	248,000.00	256,390.83	248,000.00	5.100	1,827	882	5.100	10/30/2028
06543PDA0	10494	BANK OF THE VALLEY NE		09/30/2022	249,000.00	249,655.12	249,000.00	4.100	1,826	486	4.100	09/30/2027
91823MBE4	10499	VCC BANK		10/14/2022	249,000.00	249,741.02	249,000.00	4.250	1,461	135	4.250	10/14/2026
93883MBA5	10674	WASHINGTON FINANCIAL		05/31/2024	244,000.00	247,883.02	244,000.00	4.500	1,826	1,095	4.500	05/31/2029
949764JY1	10617	Wells Fargo		12/27/2023	248,000.00	248,606.61	248,000.00	4.100	1,827	940	4.100	12/27/2028
98138MCA6	10590	WORKERS FCU		10/30/2023	248,000.00	257,163.35	248,000.00	5.200	1,827	882	5.200	10/30/2028
		Subtotal and Average	**12,639,000.00**		**12,639,000.00**	**12,748,457.25**	**12,639,000.00**		**1,565**	**690**	**4.315**	
Local Agency Investment Funds												
LAIF	10028	Local Agency Investment Fund			25,372,656.38	24,987,715.10	25,372,656.38	3.810	1	1	3.810	
		Subtotal and Average	**24,224,269.28**		**25,372,656.38**	**24,987,715.10**	**25,372,656.38**		**1**	**1**	**3.810**	
Corporate Notes												
023135DD5	10761	Amazon.Com Inc		03/25/2026	500,000.00	495,343.47	495,343.47	4.250	1,814	1,746	4.469	03/13/2031
04351LAD2	10757	Ascension Health		03/24/2026	500,000.00	498,272.17	498,272.17	4.294	1,697	1,628	4.380	11/15/2030
06654DAD9	10758	Banner Health		03/24/2026	500,000.00	448,914.39	448,914.39	1.897	1,744	1,675	4.391	01/01/2031
06406YAA0	10732	Bank of NY Mello Corp.		01/13/2025	350,000.00	336,085.75	331,404.50	3.300	1,683	1,179	5.170	08/23/2029
06048WR36	10515	Bank of America Corp.		12/27/2022	500,000.00	478,120.00	485,934.85	2.000	1,638	386	5.000	06/22/2027
072863AH6	10760	Baylor Scott & White Hlding		03/24/2026	500,000.00	448,937.89	448,937.89	1.777	1,697	1,628	4.331	11/15/2030
17325FBK3	10733	CITIBANK		01/13/2025	350,000.00	357,378.35	347,987.71	4.838	1,666	1,131	5.042	08/06/2029
17325FBP2	10763	CITIBANK		04/27/2026	350,000.00	357,180.23	357,180.23	4.914	1,493	1,428	4.430	05/29/2030
79466LAR5	10769	SALES FORCE		04/27/2026	350,000.00	351,354.14	351,354.14	4.650	1,053	990	4.499	03/15/2029
29736RAP5	10737	ESTEE LAUDER CO		03/25/2025	300,000.00	276,582.30	278,248.19	2.375	1,712	1,279	4.707	12/01/2029
24422EXB0	10668	JOHN DEERE CAPITAL CORP		05/29/2024	500,000.00	512,160.00	499,706.62	4.950	1,507	774	4.979	07/14/2028
46647PAX4	10731	JP Morgan Chase		01/07/2025	400,000.00	400,666.80	394,686.62	4.452	1,793	918	4.980	12/05/2029
49177JAH5	10738	KENVUE INC		03/25/2025	300,000.00	309,040.50	304,122.16	5.000	1,823	1,390	4.581	03/22/2030
57284PAA9	10759	Marshfield Clinic Health		03/24/2026	500,000.00	471,520.39	471,520.39	2.703	1,424	1,355	4.391	02/15/2030

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term	Days to Maturity	YTM/C	Maturity Date
Corporate Notes												
58933YBX2	10782	MERCK & CO INC		05/18/2026	400,000.00	392,158.33	392,158.33	4.150	1,762	1,720	4.610	03/15/2031
59217GFT1	10734	MET LIFE GLOBAL		01/09/2025	500,000.00	509,891.00	499,488.01	4.900	1,826	1,318	4.932	01/09/2030
30303MAB8	10781	META PLATFORMS		05/18/2026	400,000.00	392,677.35	392,677.35	4.200	1,642	1,628	4.660	11/15/2030
637432NV3	10739	NATIONAL RURAL UTILITIES COOPE		03/25/2025	300,000.00	275,971.50	277,011.65	2.400	1,816	1,383	4.691	03/15/2030
74340XCQ2	10770	PROLOGIS LP		04/27/2026	350,000.00	355,487.87	355,487.87	4.750	1,724	1,689	4.369	01/15/2031
74340XCA7	10772	PROLOGIS LP		05/06/2026	350,000.00	309,119.34	309,119.34	1.750	1,732	1,706	4.561	02/01/2031
808513BX2	10740	CHARLES SCHWAB		03/25/2025	300,000.00	281,379.00	283,372.69	2.750	1,651	1,218	4.611	10/01/2029
808513BG9	10775	CHARLES SCHWAB		05/06/2026	350,000.00	306,900.94	306,900.94	1.650	1,770	1,654	4.551	03/11/2031
010392GE2	10773	ALABAMA POWER CO		05/06/2026	350,000.00	346,546.58	346,546.58	4.300	1,774	1,748	4.531	03/15/2031
857477BP7	10762	State Street Corp		03/25/2026	500,000.00	449,285.13	449,285.13	2.200	1,804	1,736	4.609	03/03/2031
872540AW9	10783	TJX CO INC		05/18/2026	400,000.00	348,211.38	348,211.38	1.600	1,823	1,720	4.550	05/15/2031
91324PFA5	10771	UNITED HEALTH GROUP INC		04/27/2026	400,000.00	408,750.38	408,750.38	4.900	1,814	1,779	4.395	04/15/2031
91159HJA9	10774	US BANK CORP		05/06/2026	350,000.00	309,820.07	309,820.07	1.375	1,388	1,362	4.781	02/22/2030
		Subtotal and Average	**9,562,075.33**		**10,850,000.00**	**10,427,755.25**	**10,392,443.05**		**1,677**	**1,407**	**4.635**	
Federal Agency Coupon Securities												
17325FBB3	10631	CITIBANK		01/30/2024	750,000.00	784,097.25	764,748.60	5.803	1,704	851	4.847	09/29/2028
3133EPCG8	10545	Federal Farm Credit Bank		03/01/2023	1,000,000.00	1,006,393.00	998,108.42	4.125	1,736	548	4.267	12/01/2027
3133EPQC2	10572	Federal Farm Credit Bank		08/02/2023	1,000,000.00	1,006,442.00	999,956.81	4.625	1,080	46	4.661	07/17/2026
3130ASGU7	10432	Federal Home Loan Bank		06/16/2022	1,000,000.00	992,955.00	999,812.42	3.500	1,821	375	3.520	06/11/2027
3130ASJ59	10447	Federal Home Loan Bank		07/18/2022	1,000,000.00	993,763.00	1,000,066.60	3.375	1,425	11	3.141	06/12/2026
3130AWMN7	10563	Federal Home Loan Bank		07/21/2023	500,000.00	509,053.50	501,797.22	4.375	1,785	739	4.177	06/09/2028
3130B2F59	10706	Federal Home Loan Bank		08/20/2024	575,000.00	571,303.90	575,000.00	4.250	1,816	70	4.250	08/10/2029
45818WED4	10498	INTER-AMERICAN DEV. BANK		09/13/2022	500,000.00	491,113.00	497,421.11	2.980	1,731	374	3.902	06/10/2027
61746BCY0	10708	Morgan Stanley Bank		08/01/2024	300,000.00	305,940.90	300,725.77	6.250	738	69	4.888	08/09/2026
		Subtotal and Average	**6,637,985.76**		**6,625,000.00**	**6,661,061.55**	**6,637,636.95**		**1,564**	**339**	**4.104**	
Treasury Coupon Securities												
91282CMG3	10735	UST		02/13/2025	300,000.00	305,871.00	297,782.68	4.250	1,813	1,340	4.477	01/31/2030
91282CMD0	10736	UST		02/13/2025	325,000.00	333,150.35	323,806.33	4.375	1,782	1,309	4.489	12/31/2029
91282CDQ1	10403	U.S. Treasury		01/04/2022	1,000,000.00	962,539.00	999,397.21	1.250	1,822	213	1.357	12/31/2026
91282CEW7	10436	U.S. Treasury		07/14/2022	1,000,000.00	991,133.00	1,002,344.27	3.250	1,812	394	3.014	06/30/2027
91282CEE7	10654	U.S. Treasury		04/08/2024	500,000.00	476,347.50	474,583.68	2.375	1,818	1,034	4.393	03/31/2029
		Subtotal and Average	**3,097,553.76**		**3,125,000.00**	**3,069,040.85**	**3,097,914.17**		**1,813**	**620**	**2.986**	

City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
May 31, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term	Days to Maturity	YTM/C	Maturity Date
Federal Agency Callable												
3133ENKG4	10397	Federal Farm Credit Bank		01/11/2022	1,000,000.00	964,163.00	1,000,000.00	1.470	1,826	224	1.470	01/11/2027
3133ENMA5	10405	Federal Farm Credit Bank		01/26/2022	1,500,000.00	1,453,453.50	1,500,000.00	1.840	1,826	239	1.840	01/26/2027
3133ETMB0	10746	Federal Farm Credit Bank		06/24/2025	500,000.00	499,550.50	500,000.00	4.650	1,826	23	4.650	06/24/2030
3130AQKJ1	10406	Federal Home Loan Bank		01/28/2022	1,500,000.00	1,448,170.50	1,500,000.00	1.700	1,826	57	1.700	01/28/2027
		Subtotal and Average	**4,500,000.00**		**4,500,000.00**	**4,365,337.50**	**4,500,000.00**		**1,826**	**151**	**2.023**	
Certificate of Deposit												
06406GAA9	10717	Bank of NY Mello Corp.		08/01/2024	500,000.00	481,544.00	481,560.04	3.000	1,551	790	4.702	10/30/2028
06051GGA1	10716	Bank of America Corp.		08/01/2024	300,000.00	294,235.50	294,826.53	3.248	1,176	507	4.596	10/21/2027
23288UAA5	10555	Cy Fair FCU		05/19/2023	249,000.00	250,684.98	249,000.00	4.350	1,461	352	4.355	05/19/2027
3130B0YH6	10661	Federal Home Loan Bank		04/19/2024	500,000.00	508,452.50	500,000.00	5.010	1,826	1,053	5.010	04/19/2029
356436AR6	10658	Freedom Northwest CU		04/19/2024	249,000.00	253,466.81	249,000.00	4.550	1,826	1,053	4.550	04/19/2029
38149MZJ5	10260	Goldman Sachs Bank		09/08/2021	248,000.00	239,465.58	248,000.00	1.050	1,826	99	1.051	09/08/2026
69353RFG8	10669	PNC BANK NA		05/29/2024	500,000.00	487,655.50	485,858.40	3.100	1,244	511	5.335	10/25/2027
88413QDM7	10455	Third Fed Savings & Loan		07/27/2022	245,000.00	242,205.53	245,000.00	3.400	1,826	421	3.402	07/27/2027
89236TLD5	10670	Toyota MTR Credit Corp		05/29/2024	500,000.00	508,115.50	500,478.93	5.400	905	172	5.179	11/20/2026
882508CG7	10653	TEXAS INSTRUME		04/01/2024	750,000.00	762,558.75	752,108.91	4.600	1,774	983	4.480	02/08/2029
90348JS92	10261	UBS Bank USA		09/09/2021	248,000.00	239,160.04	248,000.00	0.950	1,826	100	0.000	09/09/2026
91159HHW3	10715	US BANK CORP		08/01/2024	300,000.00	283,976.40	283,666.63	3.000	1,824	1,155	4.938	07/30/2029
91282CKG5	10657	UST		04/22/2024	750,000.00	760,048.50	740,193.41	4.125	1,804	1,034	4.647	03/31/2029
		Subtotal and Average	**5,276,564.28**		**5,339,000.00**	**5,311,569.59**	**5,277,692.85**		**1,596**	**706**	**4.326**	
Municipal Bonds												
54438CYL0	10523	LOS ANGELES CA CMNTY CLG DIST		01/05/2023	365,000.00	353,271.82	363,046.20	1.174	1,304	61	4.700	08/01/2026
738850TA4	10522	POWAY UNIFIED SCHOOL DIST		01/04/2023	1,230,000.00	1,190,927.82	1,200,180.23	2.414	1,670	426	4.750	08/01/2027
		Subtotal and Average	**1,561,773.21**		**1,595,000.00**	**1,544,199.64**	**1,563,226.43**		**1,585**	**341**	**4.738**	
Wells Fargo Sweep Account												
SWEEP	10036	Wells Fargo		07/01/2012	0.00	0.00	0.00	0.010	1	1	0.010	
		Subtotal and Average	**0.00**		**0.00**	**0.00**	**0.00**		**0**	**0**	**0.000**	
Money Market Fund												
857492888	10562	State Street Advisors		05/31/2023	4,993,815.45	4,993,815.45	4,993,815.45	3.590	1	1	3.590	
52470G882	10561	Western Asset		05/25/2023	0.00	0.00	0.00	5.150	1	1	5.150	
		Subtotal and Average	**4,026,073.51**		**4,993,815.45**	**4,993,815.45**	**4,993,815.45**		**1**	**1**	**3.590**	

City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
May 31, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term	Days to Maturity	YTM/C
		Total and Average	71,525,295.14		75,039,471.83	74,108,952.18	74,474,385.28		972	436	3.936

City of Diamond Bar
Portfolio Management
Portfolio Details - Cash
May 31, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term	Days to Maturity	YTM/C
		Average Balance	0.00						0	0	
		Total Cash and Investments	71,525,295.14		75,039,471.83	74,108,952.18	74,474,385.28		972	436	3.936

City of Diamond Bar
Portfolio Management
Activity By Type
May 1, 2026 through May 31, 2026

CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance
Federal Credit Union CD							
		Subtotal					**12,639,000.00**
Local Agency Investment Funds (Monthly Summary)							
LAIF	10028	Local Agency Investment Fund	3.810		3,000,000.00	2,800,000.00	
		Subtotal			**3,000,000.00**	**2,800,000.00**	**25,372,656.38**
Corporate Notes							
58933YBX2	10782	MERCK & CO INC	4.150	05/18/2026	392,099.20	0.00	
30303MAB8	10781	META PLATFORMS	4.200	05/18/2026	392,618.00	0.00	
74340XCA7	10772	PROLOGIS LP	1.750	05/06/2026	308,511.00	0.00	
808513BG9	10775	CHARLES SCHWAB	1.650	05/06/2026	306,274.50	0.00	
010392GE2	10773	ALABAMA POWER CO	4.300	05/06/2026	346,496.50	0.00	
872540AW9	10783	TJX CO INC	1.600	05/18/2026	347,834.00	0.00	
91159HJA9	10774	US BANK CORP	1.375	05/06/2026	309,071.00	0.00	
		Subtotal			**2,402,904.20**	**0.00**	**10,392,443.05**
Federal Agency Coupon Securities							
		Subtotal					**6,637,636.95**
Treasury Coupon Securities							
		Subtotal					**3,097,914.17**
Federal Agency Callable							
		Subtotal					**4,500,000.00**
Certificate of Deposit							
		Subtotal					**5,277,692.85**
Municipal Bonds							
		Subtotal					**1,563,226.43**
Wells Fargo Sweep Account							
		Subtotal					**0.00**

City of Diamond Bar
Portfolio Management
Activity By Type
May 1, 2026 through May 31, 2026

CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance
Money Market Fund							
857492888	10562	State Street Advisors	3.590		2,512,373.84	2,400,000.00	
		Subtotal			**2,512,373.84**	**2,400,000.00**	**4,993,815.45**
		Total			**7,915,278.04**	**5,200,000.00**	**74,474,385.28**

City of Diamond Bar
Portfolio Management
Distribution of Investments By Type
May 2025 through May 2026

Security Type	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	Average by Period
Federal Credit Union CD	21.4	22.5	23.1	23.5	23.5	22.5	23.2	22.4	19.9	19.2	18.3	17.6	17.0	21.1%
Local Agency Investment Funds	13.2	15.1	14.5	13.4	13.9	13.7	14.3	13.6	27.3	33.6	36.1	35.1	34.1	21.4%
Negotiable CDs														
Corporate Notes	5.1	5.3	5.4	5.6	5.8	5.8	5.9	5.6	5.3	5.3	9.4	11.1	14.0	6.9%
Federal Agency Coupon Securities	11.4	11.0	11.3	11.7	12.1	12.0	12.3	11.7	10.9	10.9	9.6	9.3	8.9	11.0%
Federal Agency Disc. -Amortizing														
Treasury Coupon Securities	8.5	7.3	7.5	7.8	6.5	4.8	5.0	4.7	4.4	4.4	4.5	4.3	4.2	5.7%
Treasury Discounts -Amortizing														
Federal Agency Callable	10.1	11.1	11.5	11.8	11.0	11.0	10.5	9.2	8.6	7.2	6.5	6.3	6.0	9.3%
Certificate of Deposit	9.5	9.4	9.3	9.6	9.9	9.9	10.2	9.7	9.0	9.1	8.1	7.4	7.1	9.1%
Callables														
Municipal Bonds	2.5	2.2	2.3	2.3	2.4	2.4	2.5	2.4	2.2	2.2	2.3	2.2	2.1	2.3%
Wells Fargo Sweep Account														
Money Market Fund	18.4	16.2	15.2	14.4	14.9	18.0	16.2	20.8	12.3	8.1	5.3	6.8	6.7	13.3%
Floating Rate Notes														

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Professional Services Agreement with Diana Cho and Associates through June 30, 2031.

STRATEGIC GOAL: Safe, Sustainable and Healthy Community

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Professional Services Agreement with Diana Cho and Associates for CDBG Program administration services through June 30, 2031.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Agreement is $300,000. Payments to the Consultant are limited annually to no more than 20% of the annual Community Development Block Grant (CDBG) budget, excluding the Home Improvement Program (HIP), which is managed by a separate consultant.

It is estimated that annual payments to the Consultant will average $60,000 over the term of the contract, but ultimately depends on the annual CDBG budget totals. For FY 2026/27, the CDBG budget allocation for non-HIP programs is approximately $200,000, of which approximately $40,000 will be spent on administrative costs. For subsequent years, the annual amount will be based on future CDBG budget allocations, which tend to increase year-over-year.

BACKGROUND:

The City receives annual CDBG funds disbursed through the Los Angeles County Development Authority (LACDA). The funds have historically been used for a variety of capital and service-based programs, such as park and sidewalk ADA improvements, and senior programs. As a contract City, Diamond Bar has utilized professional consultants to provide labor and contract compliance services to oversee use of CDBG funds and ensure compliance with federal and LACDA rules and regulations.

On July 1, 2021, the City entered into a five-year Professional Services Agreement with Diana Cho and Associates to administer the CDBG program, which expires on June 30, 2026.

ANALYSIS:

On April 28, 2026, the City published a detailed Request for Proposals (RFP) through PlanetBids, inviting qualified

consulting firms to submit proposals to administer the CDBG program. Four firms submitted proposals: City Consultants & Research, LLC, Diana Cho and Associates, The Ramsay Group, and Willdan Engineering. Two other firms responded that they would be unable to submit proposals.

A direct cost comparison based on hourly rates from the four proposals is provided below:

FIRM	HOURLY RATES		FY 2026/27 NOT TO EXCEED AMOUNT
	PRINCIPAL	ASSOCIATES	
CITY CONSULT	$ 100	$ 100	NTE not specified
CHO and ASSOC	$ 95	$ 90	$ 36,000
RAMSAY GRP	$ 110	$ 85	20% of CDBG allocation
WILLDAN	$ 194	$ 100 to $161	$ 24,826 + labor compliance

Based on the proposals received, Diana Cho and Associates is recommended for award of the contract for CDBG Program Administration Services. The proposal demonstrates the strongest combination of directly relevant experience, familiarity with the City's existing CDBG program, and practical understanding of LACDA administrative requirements. Diana Cho and Associates has provided CDBG administration services to the City of Diamond Bar since 1993 and currently administers the City's program, including contract, labor, and Section 3 compliance monitoring. The firm's proposal reflects extensive experience with LACDA procedures, including Exhibit A preparation, Planning Summaries, Quarterly Performance Reports, funding requests, Davis-Bacon compliance, and audit coordination, all of which are directly applicable to the City's participation in the Los Angeles Urban County CDBG Program.

In addition to demonstrated qualifications, the proposal presents the clearest and most administratively manageable cost structure. The proposal includes a not-to-exceed amount of $36,000 and specifies that additional services would be contingent upon the availability of budgeted funds, providing a clear framework for cost control and reducing the risk of exceeding available program administration resources. Given the firm's longstanding institutional knowledge of the City's program, demonstrated performance, and familiarity with LACDA requirements and monitoring practices, the selection of Diana Cho and Associates is expected to provide continuity, minimize administrative disruption, and support continued compliance with federal and County program requirements.

LEGAL REVIEW:

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

PREPARED BY:

Greg Gubman, Director, Community Development

ATTACHMENTS:

1. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
CDBG Non-Design Professional

THIS AGREEMENT (the "Agreement") is made as of July 1, 2026 by and between the City of Diamond Bar, a municipal corporation ("City") and Diana Cho and Associates, a sole proprietor. ("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 performance of CDBG program administration services as set forth in Exhibit "A" (Scope of Services), which is incorporated herein by this reference.

Consultant shall perform such services in accordance with the compensation provisions set forth in Exhibit "A" and in compliance with all applicable federal, state, and local requirements, including those set forth in Exhibit "B" (Federal/County Requirements).

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, and that it is fully qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees.

The Community Development Director, or designee, shall serve as the City's Project Manager. Consultant shall coordinate its services with the City's Project Manager as required, and all work performed shall be subject to the review and approval of the City.

2. Term of Agreement. This Agreement shall take effect July 1, 2026, and shall continue until June 30, 2031 ("Term") unless earlier terminated pursuant to the provisions herein.

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. The sum of payments to Consultant per fiscal year shall not exceed twenty (20) percent of the adopted CDBG budget, excluding the Home Improvement Program, for that same fiscal year without the prior written consent of the City. Total payments to Consultant pursuant to this Agreement shall not exceed THREE HUNDRED THOUSAND Dollars ($300,000) 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 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. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY, LACDA, HUD or any authorized representative, and will be retained five (5) years after the expiration of this Agreement unless permission to destroy them is granted by the City. (24 CFR Part 200)

6. 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/her 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.

7. Priority of Documents. In the event of any inconsistency between the provisions of this Agreement and any exhibit attached hereto, the provisions of this Agreement shall control; provided, however, that to the extent this Agreement is funded in whole or in part with Community Development Block Grant (CDBG) funds, any applicable federal, state, or county laws, regulations, or requirements, including those set forth in Exhibit “B”, shall control over any conflicting provision of this Agreement or its exhibits.

Consultant shall comply with the most stringent applicable requirement in the event of any conflict among federal, state, or local requirements.

8. 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 or the Public Employee Retirement System 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, its employees or subconsultants, 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 a City of Diamond Bar business license.

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.

9. 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.

10. 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.

11. 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 $2,000,000.00 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) automotive liability insurance written on an occurrence basis covering all owned, non-owned and hired automobiles, with minimum combined single limits coverage of $2,000,000.00; and

(3) 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.

12. 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.

13. 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.

14. 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 five (5) 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.

15. Conflict of Interest.

A. Consultant shall comply with all applicable federal, state, and local conflict of interest laws and regulations, including but not limited to 24 CFR §570.611 and 2 CFR §200.318(c).

B. Consultant represents and warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services under this Agreement. Consultant further covenants that, in the performance of this Agreement, no person having such an interest shall be employed by it. Consultant shall avoid both actual conflicts of interest and the appearance of conflicts of interest.

C. Consultant shall disclose in writing to the City any actual or potential conflict of interest prior to execution of this Agreement and promptly upon becoming aware of any such conflict during the term of this Agreement, including any other employment, contractual relationship, or financial interest that may create a conflict with the interests of the City, the Los Angeles County Development Authority (LACDA), or the CDBG program.

D. No person who exercises or has exercised any functions or responsibilities with respect to CDBG activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, either for themselves or for those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

E. Consultant covenants that it shall not give or receive any compensation, monetary or otherwise, from any vendor, contractor, or subcontractor in connection with the performance of this Agreement, where such compensation could reasonably be expected to influence the performance of Consultant's duties.

F. Consultant shall incorporate the substance of this section into all subcontracts funded in whole or in part with CDBG funds.

16. 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 mailing 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.

17. Non-Discrimination and Equal Employment Opportunity.

A. **General Non-Discrimination.**

Consultant shall not discriminate as to race, color, creed, religion, sex,
Consultant shall not discriminate in the performance of this Agreement on the basis of race, color, creed, religion, sex, gender identity, sexual orientation, marital status, national origin, ancestry, age, physical or mental disability, medical condition, or any other characteristic protected by applicable law. Such nondiscrimination shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. **Compliance with Federal Requirements.**

Consultant shall comply with all applicable federal nondiscrimination laws and regulations, including but not limited to:

- Title VI of the Civil Rights Act of 1964;
- Section 109 of the Housing and Community Development Act of 1974;
- The Age Discrimination Act of 1975;
- Section 504 of the Rehabilitation Act of 1973;
- The Americans with Disabilities Act; and
- Executive Order 11246 and its implementing regulations.

Consultant shall take affirmative action as required to ensure nondiscrimination in employment and program delivery and shall comply with all applicable implementing regulations.

C. **Limited English Proficiency (LEP).**

Consultant shall comply with Executive Order 13166 and applicable HUD guidance to ensure meaningful access to programs and activities by persons with limited English proficiency.

D. **Section 3 Requirements.**

To the greatest extent feasible, Consultant shall provide opportunities for training and employment to low- and moderate-income residents and shall award contracts for work in connection with this Agreement to business concerns that provide economic opportunities to such persons, consistent with Section 3 of the Housing and Urban Development Act of 1968.

E. **Subcontracts.**

Consultant shall include the substance of this Section in all subcontracts and shall ensure compliance by all subcontractors.

18. Reserved.

19. Time Is of the Essence. Time is of the essence in this Agreement. Consultant shall do all things necessary and incidental to the prosecution of Consultant's work.

20. Reserved.

21. Delays and Extensions of Time. Consultant's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Consultant must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Consultant's control. If Consultant believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Consultant be entitled to any claim for lost profits due to any delay, whether caused by the City or due to some other cause.

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. Consultant shall comply with all provisions of Exhibit "B".

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. Federal Funding Requirements. This Agreement is funded with CDBG funds administered by LACDA. In the event of conflict between this Agreement and federal requirements, federal requirements control.

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"
Diana Cho and Associates	City of Diamond Bar
16716 Rocky Knoll Road	21810 Copley Drive
Hacienda Heights, CA 91745	Diamond Bar, CA 91765-4178
Attn.: Diana Cho	Attn.: Greg Gubman
Phone: (626) 374-2184	Phone: (909) 839-7030
Email: dcho.consultants@gmail.com	Email: GGubman@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. Reserved.

31. Consultant's Warranty of Compliance with County's Defaulted Property Tax Reduction Program:

A. The Consultant acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Consultant qualifies for an exemption or exclusion, the Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

B. Failure of the Consultant to maintain compliance with the requirements set forth in the "County's Defaulted Property Tax Reduction Program " shall constitute default under this Agreement. Without limiting the rights and remedies available to the City under any other provision of this Agreement, failure of the Consultant to cure such default within

10 days of notice shall be grounds upon which the City may suspend or terminate this Agreement pursuant to the County's Defaulted Property Tax Reduction Program found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

32. Reserved.

33. 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"

DIANA CHO AND ASSOCIATES

By: Diana Cho

Printed Name: Diana Cho

Title: Principal Consultant

"City"

CITY OF DIAMOND BAR

By: _____
Daniel Fox, City Manager

ATTEST:

_____
Kristina Santana, City Clerk

Approved as to form:

By: _____
Omar Sandoval, City Attorney

NOTE:** **If Consultant 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.*

Exhibit "A"

Scope of Work

Section 3. Proposed Scope of Services

Diana Cho and Associates will provide CDBG program consulting services for program administration, implementation, and monitoring. The proposed CDBG services to be offered are as follows:

Consultants will provide technical assistance for the administration and implementation of the City's projects and activities.

- Prepare CDBG documents including contracts, agreements, and amendments.
- Prepare public hearing notices for citizen input on the allocation of annual funds and/or any changes in the CDBG allocation of funds.
- Prepare reports for City Council review and approval of CDBG projects and activities.
- Prepare and submit Annual Program Planning Summaries indicating the projects and budgets for the CDBG Program to LACDA.
- Process CDBG Reimbursable Contract and Amendments.
- Prepare and complete LACDA reports and documents including the Quarterly Performance Report, labor standards report and Contract/Subcontract activity report.
- Keep City informed about current County and HUD requirements for the CDBG Program including historical preservation clearance, environmental impact review and procurement guidelines for services, supplies, and equipment, if necessary.

Consultants will prepare the Agreements to Implement Projects including project descriptions and budgets.

- Complete and submit the Exhibit A Input documents which describe the CDBG project, funding amount, program beneficiaries, and project location.
- Prepare and process amendments for on-going projects. Prepare public hearing notices for substantial changes in project description and/or funding levels.

Consultants will assist in the preparation of CDBG Funding Requests for each project.

- Review payment requests and invoices for CDBG services, supplies, and equipment, if necessary.

- Assist with the preparation and submission of CDBG Funding Requests to the County each month.
- Monitor the drawdown of CDBG funds to comply with the LACDA/HUD performance goals.

Consultants will coordinate with the City's CDBG program team and gather all necessary files and documentation for program monitoring and audit preparation.

- Develop and maintain all necessary documentation for CDBG monitoring and Single Audit.
- Assist County and Federal CDBG monitors during program performance reviews, and City auditors during Single Audit.

Consultants will provide Davis-Bacon monitoring and contract compliance for CDBG-funded construction projects.

- Review construction contracts and bid specifications for compliance with Federal requirements to ensure that all appropriate forms are included in bid package.
- Submit construction bid document to LACDA prior to advertisement of bids.
- Verify contractor and subcontractor eligibility.
- Participate in preconstruction conferences as requested by the City.
- Prepare and submit documents and reports required by the U.S. Department of Labor (DOL) and U.S. Department of Housing and Urban Development (HUD) for construction projects.
- Report any wage modifications, or other changes in requirements as they are issued.
- Review Weekly Certified Payroll Reports.
- Prepare and maintain labor and contract compliance files for LACDA and HUD monitoring.
- Review all construction contract files prior to project close-out.

Consultants will provide Section 3 monitoring and compliance for CDBG-funded construction projects.

- Review construction contracts and bid specifications to ensure that all Section 3 compliance forms are included in bid package.
- Provide technical assistance to City's CDBG program team regarding the objectives and requirements of Section 3.
- Review documentation of actions taken to comply with Section 3.
- Monitor Section 3 Qualitative Efforts and Section 3 payroll documentation.
- Provide technical assistance to the prime contractors and sub-contractors in meeting the Section 3 project requirements.

Consultants will act as City's liaison and representative to LACDA.

- Coordinate program monitoring visits and audits.
- Prepare responses to LACDA correspondence and monitoring findings.
- Submit inquiries for clarifications and determinations on behalf of the City.

Consultants will ensure compliance with all applicable Federal, State, and local laws and policies.

- Keep updated copies of CDBG regulations and handbooks at City Hall.
- Circulate CDBG information bulletins to City’s CDBG team.
- Attend County and HUD seminars on program and regulatory changes.

Section 5. Schedule of Fees

Cho and Associates will provide services in an amount not to exceed $36,000.

The fees for consulting services are inclusive of all normal business overhead and will be as follows:

Principal	-	$ 95.00 per hour
Associates	-	$ 90.00 per hour

Diana Cho will serve as the lead consultant for providing CDBG Project Administrative and Technical Assistance Services. The consultant will work on an as needed basis at City Hall offices. Approximately four to eight hours of consultant services will be provided each week.

Additional hours can be provided if requested by the City, and upon availability of other funds in the budget.

Consultants will provide any other technical assistance when required by the City in the areas of project management, administrative assistance, and labor and contract compliance monitoring.

EXHIBIT “B”

Federal/County Requirements (CDBG)

1. Conflict of Interest

Consultant shall comply with:

- 24 CFR §570.611
- 2 CFR §200.318

No covered person may obtain a financial interest in a CDBG-assisted activity during tenure or for one year thereafter.

2. Uniform Administrative Requirements

Consultant shall comply with:

- **2 CFR Part 200**, as implemented by HUD at **2 CFR Part 2400**
- Applicable provisions of **24 CFR Part 570**

3. Records and Access

Consultant shall:

- Maintain records for **five (5) years**
- Provide access to the City, LACDA, HUD, and the Comptroller General
- Comply with **2 CFR §§200.334–200.338**

4. Debarment and Suspension

Consultant certifies that it is not debarred or suspended and is not listed on **SAM.gov**, pursuant to 2 CFR Part 200.

5. Lobbying Restrictions

Consultant shall comply with **31 U.S.C. §1352** and shall not use federal funds for lobbying activities.
If non-federal funds are used, Consultant shall submit **Standard Form LLL**.

6. Civil Rights and Non-Discrimination

Consultant shall comply with:

- Title VI of the Civil Rights Act
- Section 109 of the Housing and Community Development Act
- Age Discrimination Act

- Section 504 of the Rehabilitation Act
- Americans with Disabilities Act

7. Limited English Proficiency (LEP)

Consultant shall take reasonable steps to ensure meaningful access to programs and services by persons with limited English proficiency, consistent with Executive Order 13166.

8. Section 3 (Economic Opportunity)

To the greatest extent feasible, Consultant shall comply with Section 3 requirements.

- Applies primarily to **subcontracting and hiring, if applicable**
- Consultant shall document good faith efforts
- Applies only to the extent activities trigger Section 3 obligations

9. Environmental Compliance

Consultant shall comply with applicable environmental requirements under:

- National Environmental Policy Act (NEPA), if applicable
- Clean Air Act
- Clean Water Act

10. Energy Efficiency

Consultant shall comply with applicable energy efficiency requirements under the Energy Policy and Conservation Act, to the extent applicable.

11. Patent Rights

City retains a royalty-free license to use work products developed under this Agreement for governmental purposes.

12. County Requirements

Consultant shall comply with:

- County Lobbying Ordinance (Chapter 2.160)
- Child Support Compliance Program (Chapter 2.200)
- Defaulted Property Tax Reduction Program (Chapter 2.206)

13. General Compliance

Consultant shall comply with all applicable federal, state, and local laws governing CDBG-funded activities.

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Professional Services Agreement with FRJ & Associates.

STRATEGIC GOAL: Safe, Sustainable and Healthy Community

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Professional Services Agreement with FRJ & Associates to administer the Home Improvement Program through June 30, 2031.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Agreement is $350,000. Payments to the Consultant are limited annually to no more than 20% of the annual budget allocation for the Home Improvement Program (HIP), which is paid for entirely with Community Development Block Grant (CDBG) and Permanent Local Housing Allocation (PLHA) funds.

It is estimated that annual payments to the Consultant will average $70,000 over the term of the contract, but will ultimately depend on the annual CDBG and PLHA budget totals. For FY 2026/27, the HIP budget allocation is $355,681 ($210,000 from CDBG, $145,681 from PLHA), of which approximately $71,000 may be spent on administrative costs. For subsequent years, the annual amount will be based on future CDBG and PLHA budget allocations, but the total annual allocation for the Home Improvement Program will likely remain steady.

BACKGROUND:

The purpose of the Home Improvement Program is to preserve and enhance owner-occupied houses and condominiums throughout the City by providing financial assistance to low and moderate-income households. The HIP allows participants to apply for deferred loans of up to $22,000 for condominiums and $37,000 for single-family residences. Eligible owners may correct hazardous structural conditions, make modifications necessary to provide access to individuals with disabilities, improve the overall exterior of the home, and/or correct exterior code violations. As with all CDBG and PLHA-funded programs, the administration of the Home Improvement Program is subject to the terms of the City's cooperative agreements with the Los Angeles County Community Development Authority (LACDA).

On September 1, 2021, the City entered into a multi-year Professional Services Agreement with FRJ & Associates to administer the HIP, which expires on June 30, 2026.

ANALYSIS:

On April 30, 2026, the City published a detailed Request for Proposals (RFP) through PlanetBids, inviting qualified consulting firms to submit proposals to administer the CDBG program. Three firms submitted proposals: FRJ & Associates, NPHS Community Redevelopment, and Willdan Engineering. All proposals stated that their fees would not exceed 20% of the loan amounts. Two other firms responded that they would be unable to submit proposals.

After reviewing the proposals received, staff recommends that the City Council authorize staff to execute a Professional Services Agreement with FRJ & Associates. Although all three firms demonstrated relevant experience in housing and community development programs, FRJ & Associates was determined to provide the best overall value to the City based on demonstrated performance, direct familiarity with Diamond Bar's HIP, responsiveness to residents, and proven ability to administer the program in compliance with LACDA requirements.

FRJ & Associates has successfully administered Diamond Bar's HIP for approximately five years and has consistently demonstrated a strong working knowledge of the City's program requirements, LACDA regulations, contractor oversight, construction management, and loan documentation procedures. During this time, the firm has provided a high level of service to participating homeowners, maintained thorough program documentation, and effectively managed projects from eligibility determination through construction completion and close-out. The firm's continuity and institutional knowledge are expected to minimize administrative disruption and allow the program to continue operating efficiently without the transition time that would likely be required under a new consultant.

In addition, FRJ's proposed compensation structure remains closely aligned with the City's CDBG and PLHA administrative limitations, as compensation is tied to a percentage of project costs and may be paid entirely from allowable administrative funding. While other proposers demonstrated broader grant administration or affordable housing experience, staff determined that FRJ & Associates possesses the strongest combination of directly relevant HIP implementation experience, demonstrated performance administering Diamond Bar's program, and familiarity with the City's established procedures and residents.

LEGAL REVIEW:

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

PREPARED BY:

Greg Gubman, Community Development Director

ATTACHMENTS:

1. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
CDBG Non-Design Professional

THIS AGREEMENT (the "Agreement") is made as of July 1, 2026 by and between the City of Diamond Bar, a municipal corporation ("City") and FRJ & Associates, a California general partnership ("Consultant").

1. Consultant's Services.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide administration and implementation services for the City's Home Improvement Program ("HIP"), including housing rehabilitation program administration, loan processing, construction oversight, and regulatory compliance services, as set forth in Exhibit A (Scope of Work), which is incorporated herein by this reference.

Consultant shall perform such services in compliance with all applicable federal, state, and local requirements, including Community Development Block Grant (CDBG) and Permanent Local Housing Allocation (PLHA) program requirements, as set forth in Exhibit B (Federal, State, and County Requirements).

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.

The Community Development Director, or designee, shall serve as the City's Project Manager. Consultant shall coordinate its services with the City's Project Manager as required, and all work performed shall be subject to the review and approval of the City.

2. Term of Agreement. This Agreement shall take effect July 1, 2026, and shall continue until June 30, 2031 ("Term") unless earlier terminated pursuant to the provisions herein.

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. The sum of payments to Consultant per fiscal year shall not exceed twenty (20) percent of the combined CDBG and PLHA funding allocated to the HIP for that same fiscal year without the prior written consent of the City. Total payments to Consultant pursuant to this Agreement shall not exceed THREE HUNDRED FIFTY THOUSAND Dollars ($350,000) 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 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. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained five (5) years after the expiration of this Agreement unless permission to destroy them is granted by the CITY. Consultant shall comply with applicable federal requirements, including 2 CFR Part 200 and 24 CFR Part 570.

6. 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/her 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.

7. Priority of Documents. In the event of any inconsistency between the provisions of this Agreement and any exhibit, the provisions of this Agreement shall control; provided, however, that applicable federal, state (PLHA), and county requirements shall control over any conflicting provision. Consultant shall comply with the most stringent applicable requirement.

8. 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 or the Public Employee Retirement System 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, its employees or subconsultants, 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 a City of Diamond Bar business license.

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.

9. 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.

10. 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.

11. 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 $2,000,000.00 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) 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

(3) 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.

12. 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.

13. 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.

14. 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.

15. Conflict of Interest.

A. Consultant shall comply with all applicable federal, state, and local conflict of interest laws and regulations, including but not limited to 24 CFR §570.611 and 2 CFR §200.318(c).

B. Consultant represents and warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services under this Agreement. Consultant further covenants that, in the performance of this Agreement, no person having such an interest shall be employed by it. Consultant shall avoid both actual conflicts of interest and the appearance of conflicts of interest.

C. Consultant shall disclose in writing to the City any actual or potential conflict of interest prior to execution of this Agreement and promptly upon becoming aware of any such conflict during the term of this Agreement, including any other employment, contractual relationship, or financial interest that may create a conflict with the interests of the City, the Los Angeles County Development Authority (LACDA), or the CDBG program.

D. No person who exercises or has exercised any functions or responsibilities with respect to CDBG activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, either for themselves or for those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

E. Consultant covenants that it shall not give or receive any compensation, monetary or otherwise, from any vendor, contractor, or subcontractor in connection with the performance of this Agreement, where such compensation could reasonably be expected to influence the performance of Consultant's duties.

F. Consultant shall incorporate the substance of this section into all subcontracts funded in whole or in part with CDBG funds.

16. 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 mailing 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. The City may also terminate this Agreement immediately if required by HUD, LACDA, or the California Department of Housing and Community Development (HCD) due to Consultant's noncompliance with applicable program requirements.

17. 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 its supervision, and all personnel engaged in the work shall be qualified to perform such services. Except as otherwise authorized by the City's Project Manager, **Vivian Moss** shall be the person who primarily performs the work provided under this Agreement. Except as provided in this Agreement, Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right in its sole discretion to require Consultant to exclude any employee from performing services on City's premises.

18. Non-Discrimination and Equal Employment Opportunity.

A. **General Non-Discrimination.**

Consultant shall not discriminate in the performance of this Agreement on the basis of race, color, creed, religion, sex, gender identity, sexual orientation, marital status, national origin, ancestry, age, physical or mental disability, medical condition, or any other characteristic protected by applicable law. Such nondiscrimination shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. **Compliance with Federal Requirements**.

Consultant shall comply with all applicable federal nondiscrimination laws and regulations, including but not limited to:

- Title VI of the Civil Rights Act of 1964;
- Section 109 of the Housing and Community Development Act of 1974;
- The Age Discrimination Act of 1975;
- Section 504 of the Rehabilitation Act of 1973;
- The Americans with Disabilities Act; and
- Executive Order 11246 and its implementing regulations.

Consultant shall take affirmative action as required to ensure nondiscrimination in employment and program delivery and shall comply with all applicable implementing regulations.

C. **Limited English Proficiency (LEP).**

Consultant shall comply with Executive Order 13166 and applicable HUD guidance to ensure meaningful access to programs and activities by persons with limited English proficiency.

D. **Section 3 Requirements.**

To the greatest extent feasible, Consultant shall provide opportunities for training and employment to low- and moderate-income residents and shall award contracts for work in connection with this Agreement to business concerns that provide economic opportunities to such persons, consistent with Section 3 of the Housing and Urban Development Act of 1968.

E. **Subcontracts.**

Consultant shall include the substance of this Section in all subcontracts and shall ensure compliance by all subcontractors.

19. Time Is of the Essence. Time is of the essence in this Agreement. Consultant shall do all things necessary and incidental to the prosecution of Consultant's work.

20. Reserved.

21. Delays and Extensions of Time. Consultant's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Consultant must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Consultant's control. If Consultant believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Consultant be entitled to any claim for lost profits due to any delay, whether caused by the City or due to some other cause.

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 federal, state, and local laws, including CDBG and PLHA program requirements, and all provisions of Exhibit B.

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. PLHA Requirements. This Agreement is funded in part by the State Permanent Local Housing Allocation (PLHA) Program. Consultant shall comply with all applicable PLHA requirements and guidelines issued by the California Department of Housing and Community Development (HCD).

26. Mediation. Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service which be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual good faith efforts to resolve any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

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.

28. Loan Program Administration Responsibility. Consultant shall be responsible for the preparation and administration of all HIP loan documents, including promissory notes, deeds of trust, disclosures, and related instruments. Consultant shall ensure compliance with all applicable program requirements and shall be responsible for errors or omissions resulting from its negligence or willful misconduct.

29. Construction Oversight Responsibilities. Consultant shall perform inspections, bid review, and payment authorization services. Consultant shall not be responsible for contractor means or methods but shall ensure compliance with contract specifications and program requirements.

30. Subcontractors. Consultant shall ensure that all subcontracts include applicable provisions of this Agreement, including Exhibit B, and shall be responsible for subcontractor compliance.

"CONSULTANT"	"CITY"
FRJ & Associates 14110 Moonridge Drive Riverside, CA 92503 Attn: Vivian Moss Phone: (951) 288-3805 Email: vmossconsultant@yahoo.com	City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765-4178 Attn: Greg Gubman Phone: (909) 839-7030 E-mail: GGubman@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. County Lobbying Certification.

The Consultant certifies that:

A. It is understood that each person/entity/firm who applies for a Los Angeles County Development Authority ("LACDA") contract, as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 9.-0031) and;

B. That all persons/entities/firms that seek a contract with LACDA shall be disqualified therefrom and denied that contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above-named firm fails to comply with the provisions of the County Code.

31. Consultant's Warranty of Compliance with County's Defaulted Property Tax Reduction Program:

A. The Consultant acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Consultant qualifies for an exemption or exclusion, the Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

B. Failure of the Consultant to maintain compliance with the requirements set forth in the "County's Defaulted Property Tax Reduction Program " shall constitute default under this Agreement. Without limiting the rights and remedies available to the City under any other provision of this Agreement, failure of the Consultant to cure such default within 10 days of notice shall be grounds upon which the City may suspend or terminate this

Agreement pursuant to the County's Defaulted Property Tax Reduction Program found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

32. Lobbying Certification.

The Consultant certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, “Disclosures Form to Report Lobbying”, in accordance with its instructions.

C. The Consultant shall require that the language of this certification be included in all subcontracts and that all subcontracts shall certify and disclose accordingly.

33. 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"

FRJ & ASSOCIATES

By: Vivian J. Moss

Printed Name: Vivian J. Moss

Title: Partner

"City"

CITY OF DIAMOND BAR

By: _____
Dan Fox, City Manager

ATTEST:

_____
Kristina Santana, City Clerk

Approved as to form:

By: _____
Omar Sandoval, City Attorney

NOTE:** **If Consultant 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.*

Exhibit "A"

Scope of Work

FRJ & ASSOCIATES
14110 MOONRIDGE DR.
RIVERSIDE, CA 92503
951-288-3805
vmossconsultant@yahoo.com

May 15, 2026

Greg Gubman
Director of Community Development
City of Diamond Bar
21810 Copley Dr.
Diamond Bar, CA 91765

To Greg Gubman:

Thank you for giving us the opportunity to submit a proposal for the City of Diamond Bar CDBG & PLHA Home Improvement Programs. We submit the following proposal (per the RFP) to implement this program for the City of Diamond Bar.

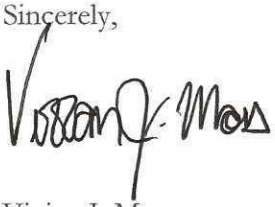
We submit the following scope of services:

1. Program Evaluation-Recommend program changes to meet housing needs.
2. Revise Procedures- Update City's housing manual as necessary.
3. Program Marketing-Prepare brochures, public notices, and other promotional materials.
4. Implementation- Develop and implement programs as necessary.
5. Tracking System- Develop and maintain a project tracking system, keep contractor data up to date.
6. Filing System- Maintain filing system for each applicant with all necessary documentation.
7. Monthly Reports- Prepare status reports and quarterly performance reports.
8. Monitoring- Meet with the City of Dimond Bar, LACDA, or HUD representatives as necessary.

We propose to bill each case for 20% of each project total. This fee is all inclusive of the following services; photos, travel expenses, cell phones, off hour appointments and phone calls. We are available to residents seven days a week and available on site from 8:00-12:00 when necessary. Two staff members will be involved in all cases.

Our firm has been in business for over thirty-two years. We are a small, minority, bilingual company focused entirely on providing our clients with the care, expertise, and dedication required for successful projects. We work hard to make sure each client is satisfied. We look forward to our continued partnership with the City of Diamond Bar. Please do not hesitate to call us with any questions.

Sincerely,



Vivian J. Moss
Partner

INTRODUCTION

FRJ & Associates are dedicated to serving the residents of the city. We have been working effectively in different cities for the last thirty-two years. We are committed to meeting the needs of its residents, making each city our top priority. The residents can get a hold of us anytime to answer questions or take care of problems that arise. We understand the special needs of the elderly and disabled. FRJ helps clients through the application process, and meets at their homes for signatures and appointments normally handled in the office. We are constantly finding ways to improve our services to meet the needs of the residents.

FRJ & Associates are a partnership of consultants highly experienced in CDBG & PLHA programs. We adhere strictly to CDBG & PLHA guidelines and receive high marks during all Los Angeles Community Development Authority audits. We are very familiar with building codes and work closely with the building department to make sure cases are handled in a timely manner.

PRICING

We propose to bill the CDBG & PLHA Home Improvement Program at 20% of the project total.

Fees are all inclusive of the following services; photos, travel expenses, cell phones, off hour appointments, and phone calls. Our firm will provide off-site laptops, printers, and copier.

EXHIBIT “B”

Federal/County Requirements (CDBG)

1. Conflict of Interest

Consultant shall comply with:

- 24 CFR §570.611
- 2 CFR §200.318

No covered person may obtain a financial interest in a CDBG-assisted activity during tenure or for one year thereafter.

2. Uniform Administrative Requirements

Consultant shall comply with:

- **2 CFR Part 200**, as implemented by HUD at **2 CFR Part 2400**
- Applicable provisions of **24 CFR Part 570**

3. Records and Access

Consultant shall:

- Maintain records for **five (5) years**
- Provide access to the City, LACDA, HUD, and the Comptroller General
- Comply with **2 CFR §§200.334–200.338**

4. Debarment and Suspension

Consultant certifies that it is not debarred or suspended and is not listed on **SAM.gov**, pursuant to 2 CFR Part 200.

5. Lobbying Restrictions

Consultant shall comply with **31 U.S.C. §1352** and shall not use federal funds for lobbying activities.
If non-federal funds are used, Consultant shall submit **Standard Form LLL**.

6. Civil Rights and Non-Discrimination

Consultant shall comply with:

- Title VI of the Civil Rights Act
- Section 109 of the Housing and Community Development Act
- Age Discrimination Act

- Section 504 of the Rehabilitation Act
- Americans with Disabilities Act

7. Limited English Proficiency (LEP)

Consultant shall take reasonable steps to ensure meaningful access to programs and services by persons with limited English proficiency, consistent with Executive Order 13166.

8. Section 3 (Economic Opportunity)

To the greatest extent feasible, Consultant shall comply with Section 3 requirements.

- Applies primarily to **subcontracting and hiring, if applicable**
- Consultant shall document good faith efforts
- Applies only to the extent activities trigger Section 3 obligations

9. Environmental Compliance

Consultant shall comply with applicable environmental requirements under:

- National Environmental Policy Act (NEPA), if applicable
- Clean Air Act
- Clean Water Act

10. Energy Efficiency

Consultant shall comply with applicable energy efficiency requirements under the Energy Policy and Conservation Act, to the extent applicable.

11. Patent Rights

City retains a royalty-free license to use work products developed under this Agreement for governmental purposes.

12. County Requirements

Consultant shall comply with:

- County Lobbying Ordinance (Chapter 2.160)
- Child Support Compliance Program (Chapter 2.200)
- Defaulted Property Tax Reduction Program (Chapter 2.206)

13. General Compliance

Consultant shall comply with all applicable federal, state, and local laws governing CDBG-funded activities.

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Fourth Amendment to the Consultant Services Agreement with Willdan Engineering to Provide Temporary Staffing for the Neighborhood Improvement and Building and Safety Divisions.

STRATEGIC GOAL: Safe, Sustainable and Healthy Community

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Fourth Amendment to the Consultant Services Agreement with Willdan Engineering to provide continued temporary staffing through December 31, 2026.

FINANCIAL IMPACT:

The proposed amendment would increase the contract amount by $120,000, thereby increasing the not-to-exceed amount of the contract from $290,000 to $410,000. Sufficient funds are available in the Community Development Department's FY 2025/26 contract services budget to cover the temporary staffing services in the Building and Safety Division. In addition, the cost is partially offset by salary savings due to an extended medical leave and temporary underfilling of a full-time position in the Building and Safety Division, as well as two temporary vacancies in the Neighborhood Improvement Division.

BACKGROUND:

The Building and Safety Division has two budgeted full-time Permit Technicians responsible for administering building permit services for property owners and contractors. In December 2024, the City entered into a Consultant Services Agreement with Willdan Engineering under the City Manager's spending authority to provide temporary Permit Technician staffing at an hourly rate of $85 while one of the City's Permit Technicians was on medical leave. Since that time, the City Council has approved three contract extensions, with the current term set to expire on June 30, 2026. Although the employee has since been medically cleared to return to work on a part-time basis, continued staff augmentation remains necessary to ensure the timely processing of permits and related customer services.

Separately, from December 2025 through late May 2026, two of the City's three budgeted Neighborhood Improvement Officer positions remained vacant following staff resignations. During this period, Willdan assigned one temporary Neighborhood Improvement Officer to support Neighborhood Improvement operations using a portion of the funds authorized under the most recent contract amendment. Although this temporary assignment is no longer needed, the use of existing contract funds for Neighborhood Improvement support reduced the remaining authorization available for continued Permit Technician staff augmentation.

ANALYSIS:

Given the continued need for temporary staffing to support permit services, it is recommended that the City Council approve an extension of the Consultant Services Agreement with Willdan Engineering. The proposed budget would cover the anticipated ongoing Permit Technician staffing need, while also replenishing funds previously utilized to provide temporary Neighborhood Improvement Officer staffing during a period of prolonged vacancies.

LEGAL REVIEW:

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

PREPARED BY:

Greg Gubman, Director, Community Development

ATTACHMENTS:

1. Willdan - Permit Technician Fourth Amendment

FOURTH AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT

This Fourth Amendment to Consultant Services Agreement ("Fourth Amendment") is made and entered into as of July 1, 2026, by and between the City of Diamond Bar, a municipal corporation ("City"), and Willdan Engineering, a California Corporation (herein referred to as the "Consultant") with reference to the following:

A. The City and the Consultant entered into that certain Consultant Services Agreement dated as of December 2, 2024, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Consultant entered into that certain First Amendment to the Original Agreement dated as of April 1, 2025, which is incorporated herein by this reference ("First Amendment"); and

C. The City and the Consultant entered into that certain Second Amendment to the Original Agreement dated as of July 1, 2025, which is incorporated herein by this reference ("Second Amendment"); and

D. The City and the Consultant entered into that certain Third Amendment to the Original Agreement dated as of January 1, 2026, which is incorporated herein by this reference ("Third Amendment"), which Third Amendment, Second Amendment, First Amendment and Original Agreement collectively are referred to as the "Agreement"; and

E. The City and the Consultant desire to amend the Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Term. The term of the Agreement was from December 9, 2024 through June 30, 2026. This Fourth Amendment hereby extends the term of the Agreement through December 31, 2026.

3. Consultant's Services. The scope of services set forth in Section 1 of the Original Agreement consisted of Building & Safety Interim Permit Technician Staff Augmentation Services. The scope of services is hereby amended to also include Code Enforcement Officer staff augmentation services as set forth in the attached Exhibit "A", which is incorporated herein by this reference.

4. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of **Forty-Four Thousand, Nine Hundred Ninety-**

Nine Dollars ($44,999). The First Amendment amended Section 3 of the Original Agreement to provide for a not-to-exceed compensation in the sum of **Ninety Thousand Dollars ($90,000)**. The Second Amendment amended Section 3 of the Original Agreement to provide for a not-to-exceed compensation in the sum of **One Hundred Eighty Thousand Dollars ($180,000)**. The Third Amendment amended Section 3 of the Original Agreement to provide for a not-to-exceed compensation in the sum of **Two Hundred Ninety Thousand Dollars ($290,000)**. The total not-to-exceed compensation of the Agreement is hereby amended to provide for an increase of **One Hundred Twenty Thousand Dollars ($120,000)** so that the total not-to-exceed compensation, as amended by this Fourth Amendment shall not exceed **Four Hundred Ten Thousand Dollars ($410,000)** without the prior authorization of the City.

5. Integration. This Fourth Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Fourth Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby, the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Fourth Amendment and the terms and provisions of the Agreement, the terms and provisions of this Fourth Amendment shall control.

IN WITNESS WHEREOF, the parties enter into this Fourth Amendment on the year and day first above written.

"CONSULTANT"

WILLDAN ENGINEERING

*By: _____
Printed Name: Vanessa Munoz
Title: President

*By: _____
Printed Name: Kate Nguyen
Title: Secretary

"CITY"

CITY OF DIAMOND BAR

By: _____
Dan Fox, City Manager

ATTEST:

_____
Kristina Santana, City Clerk

APPROVED AS TO FORM:

_____
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.

Scope of Work

Code Enforcement and Animal Control Services



Code enforcement is one of the most complex and most visible services a city provides. When it is consistent, well-documented, and aligned with community priorities, it protects public health and safety, stabilizes neighborhoods, supports business vitality, and strengthens community confidence. When it is inconsistent or under-resourced, the impacts show up quickly: repeat nuisances, blight, safety hazards, and avoidable calls for service.

To help jurisdictions meet these challenges, Willdan has built a specialized team with deep public-sector experience in code enforcement, neighborhood preservation, housing inspection, and regulatory compliance. We support cities not only with field staffing but also with program analysis, policies, and standard operating procedures (SOPs) needed to improve consistency, strengthen documentation, and increase defensibility—especially for high-visibility issues such as street vendors and special-event enforcement. Our services are designed to integrate seamlessly with City direction, priorities, and legal processes, including case preparation and support for City Attorney/District Attorney actions when needed.

City of Diamond Bar – Neighborhood Improvement Division

Willdan Engineering (Willdan) will provide qualified interim personnel to support the City of Diamond Bar's Neighborhood Improvement Division through the provision of Code Enforcement Officers (CEOs) and, if requested, a Senior Code Enforcement Officer (Senior CEO). Services will support continuity of operations while the City completes recruitment and onboarding of permanent staff.

Personnel provided will operate in accordance with City policies, municipal codes, departmental procedures, and applicable state and local regulations.

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1. Code Enforcement Officer (CEO) Services

Willdan Code Enforcement Officers are prepared to perform field and administrative duties associated with municipal code enforcement and neighborhood improvement programs, including but not limited to:

Field Operations

- Respond to public complaints and service requests.
- Conduct field inspections of residential, commercial, and industrial properties.
- Perform proactive area patrols as directed.
- Identify violations of municipal codes, zoning regulations, and public nuisance provisions.
- Conduct follow-up inspections to monitor compliance.
- Coordinate compliance efforts with property owners, tenants, and businesses.

Case Management & Documentation

- Prepare and issue notices of violation and correction notices.
- Maintain accurate and timely case documentation in the City's case management system.

- Prepare inspection reports, case summaries, and correspondence.
- Maintain photographic and evidentiary records of violations.
- Prepare documentation for administrative citations or further enforcement action when necessary.

Public Interaction & Compliance Assistance

- Educate residents and businesses regarding code requirements and corrective actions.
- Promote voluntary compliance whenever possible.
- Respond professionally to community concerns and inquiries.
- Coordinate with other City departments as needed.

Administrative Support

- Attend staff meetings and training as directed.
- Prepare reports and activity logs as requested.
- Support departmental workload and service priorities as assigned.

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2. Senior Code Enforcement Officer Services

In addition to performing standard Code Enforcement Officer duties as needed, the Senior Code Enforcement Officer provides advanced field capability and operational support functions, including:

Operational Leadership Support

- Provide technical guidance and field support to enforcement staff.
- Assist with assignment coordination and workload prioritization.
- Support consistent enforcement practices and documentation standards.
- Assist management with onboarding or mentoring interim or new staff.

Advanced Case Handling

- Manage complex or sensitive enforcement cases.
- Coordinate multi-departmental enforcement actions.
- Assist with the preparation of administrative or legal case documentation.
- Support escalated compliance efforts when voluntary resolution proves unsuccessful.

Program Support Functions

- Assist with maintaining consistency in enforcement procedures.
- Identify operational challenges or process improvement opportunities.
- Support training and procedural guidance for interim staff if requested.

Coordination & Reporting

- Serve as liaison with City management staff when assigned.
- Assist with the preparation of reports, case summaries, and program updates.
- Support response to high-profile or priority community concerns.

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3. Service Term

Services are expected to begin as soon as practicable upon City authorization and continue for an initial term of approximately three months, with extension options subject to City needs and recruitment outcomes.

4. General Service Approach

Willdan personnel will:

- Operate as an extension of City staff.
- Follow City policies, procedures, and enforcement priorities.
- Maintain professional public interaction standards.
- Emphasize voluntary compliance while supporting corrective enforcement when necessary.
- Provide responsive service to maintain neighborhood quality and program continuity.

Project Management

Al Brady shall be the principal in charge of this project. Mr. Brady has over 35 years of experience in the code profession and has provided contract code services to approximately 100 municipalities in California, Arizona, and Nevada. He specializes in developing new software, improving existing systems, enhancing revenue, revising ordinances, maximizing staff efficiency, and improving customer relations.

Terry Cox will serve as the project manager and oversee the contract. Mr. Cox has over 28 years of experience in the code profession and has provided contract code services to multiple municipalities in California. His expertise includes developing innovative code programs, enhancing existing departments, managing vendor enforcement operations, revising ordinances, providing staff training, optimizing staff productivity, and improving customer relationships.

Fee Schedule

Willdan will provide contract code enforcement services to the City of Diamond Bar for a flat hourly rate based on the Willdan hourly rate schedule below. All rates and costs shall remain in effect for the term of the agreement.

SERVICE PROVIDED	HOURLY RATE
Code Enforcement Officer	**$75/hour**
Sr. Code Enforcement Officer	**$90/hour**
Vehicle (if needed)	**None-City to Provide Vehicle**

NOTE: Overtime rates of 1.5x the regular hourly rate will be charged for all overtime hours.

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Cancellation of July 7, 2026 City Council Meeting.

STRATEGIC GOAL: Open, Engaged and Responsive Government

RECOMMENDATION:

Adjourn the June 16, 2026 City Council meeting to July 21, 2026.

FINANCIAL IMPACT:

None.

BACKGROUND:

It has been suggested that the Council consider the cancellation of the City Council Meeting scheduled for July 7, 2026. There will be no pressing matters or public hearings scheduled and therefore, adjourning the meeting will not cause the City any hardship.

ANALYSIS:

Should the City Council concur, it is recommended that the Mayor, at the end of the June 16, 2026 City Council meeting, adjourn said Council meeting to July 21, 2026.

PREPARED BY:

Kristina Santana, City Clerk, City Clerk's Office

ATTACHMENTS:

None

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Calling and Giving Notice of General Municipal Election, Consolidating the General Municipal Election with the Statewide General Election on November 3, 2026, and Adopting Regulations Related to Candidate Statements.

STRATEGIC GOAL: Open, Engaged and Responsive Government

RECOMMENDATION:

A. Adopt Resolution No. 2026-19 calling the General Municipal Election to be held on Tuesday, November 3, 2026 for the election of three (3) Members of the City Council;
B. Adopt Resolution No. 2026-20 requesting approval from the Board of Supervisors of the County of Los Angeles to Consolidate the General Municipal Election with the Statewide General Election; and
C. Adopt Resolution No. 2026-21 adopting Regulations for Candidates for Elective Office related to Candidate Statements.

FINANCIAL IMPACT:

The cost to consolidate the general municipal election for Districts 1, 3 and 4 is estimated at approximately $84,000 and is included in the adopted Fiscal Year 2026-27 Budget. The actual cost will be invoiced to the City after the election concludes and expenditures are divided amongst the cities consolidating their elections with the Statewide General Election and requesting services from the Los Angeles County Registrar-Recorder.

BACKGROUND:

The General Municipal Election is scheduled for November 3, 2026. At this time, the City must call an election for the selection of three (3) City Council seats to full four (4) year terms for Districts 1, 3, and 4, with one (1) member elected from and by voters of each district respectively.

ANALYSIS:

Pursuant to Sections 10400 - 10418 of the Elections Code, the City is required to formally call and give notice of and request consolidation for General Municipal Elections. The attached Resolutions adhere to the requirements set forth in the Elections Code and are summarized below:

Calling and Giving Notice of the November 3, 2026 General Municipal Election

This Resolution (Attachment 1) calls for the holding of the November 3, 2026 General Municipal Election. The offices to be filled for this election are for three (3) Members of the City Council for full four (4) year terms for Districts 1, 3 and 4. The filing period for nomination papers and candidate statements is July 13 to August 7, 2026.

Requesting Consolidation with the Statewide General Election

This Resolution (Attachment 2) requests that the Los Angeles County Board of Supervisors consolidate the General Municipal Election with the Statewide General Election on November 3, 2026. The local election will be held in conjunction with the county and statewide ballot and is overseen and managed by the County of Los Angeles Office of the Registrar/Recorder (County). The resolution also authorizes the County's Election Department to canvass the returns of the election. The City has historically consolidated General Municipal Elections with the County since incorporation.

Regulations Regarding Candidate Statements

This Resolution (Attachment 3) adopts regulations governing candidate statements. Consistent with past practice during previous City of Diamond Bar elections, the resolution establishes that candidate statements may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The Resolution also sets standards for foreign language translation. The candidate will be responsible for the costs of printing the candidate statement in the voter information guide.

LEGAL REVIEW:

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

PREPARED BY:

Kristina Santana, City Clerk, City Clerk's Office

ATTACHMENTS:

1. Resolution No. 2026-19 - Calling Election
2. Resolution No. 2026-20 - Requesting Consolidation
3. Resolution No. 2026-21 - Candidate Statement Regulations

RESOLUTION NO. 2026-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 3, 2026, for the election of three members of the City Council for full terms of four years. One member shall be elected from and by the voters of District 1; one member shall be elected from and by the voters of District 3; and, one member shall be elected from and by the voters of District 4.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Diamond Bar, California, on Tuesday, November 3, 2026, a General Municipal Election for the purpose of electing three (3) Members of the City Council for the full term of four years. One member shall be elected from and by the voters of District 1; one member shall be elected from and by the voters of District 3; and, one member shall be elected from and by the voters of District 4.

Section 2. That the ballots to be used at the election shall be in form and content as required by law.

Section 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 4. That the vote center locations and hours of operations, ballot drop box locations and hours of operations, vote-by-mail procedures and timing, the election officers, and all other persons and procedures for the General Municipal Election shall be the same as those utilized by the County of Los Angeles and in compliance with the Elections Code of the State of California. In addition, the polls/vote centers for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

Section 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 7. That in the event of a tie vote as certified by the County of Los Angeles Registrar-Recorder/County Clerk, the City Council, in accordance with Diamond Bar Municipal Code Section 2.04.040 and Elections Code § 15651(b), shall conduct a special runoff election to resolve the tie vote and such special runoff election is to be held on a Tuesday not less than 40 days nor more than 125 days after the administrative or judicial certification of the election which resulted in a tie vote.

Section 8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

Section 9. That this Resolution shall take effect immediately upon its adoption.

Section 10. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2026.

CITY OF DIAMOND BAR

_____
Steve Tye, Mayor

ATTEST:

I, Kristina Santana, City Clerk for the City of Diamond Bar, hereby certify that the foregoing resolution, was duly passed, approved and adopted by the City Council of the City of Diamond Bar at a regular meeting held on the 16th day of June, 2026, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Kristina Santana, City Clerk

RESOLUTION NO. 2026-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE THE CITY'S GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE CALIFORNIA ELECTIONS CODE; AND RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026.

WHEREAS, the City Council of the City of Diamond Bar called a General Municipal Election to be held on November 3, 2026 for the purpose of the election of three Members of the City Council, for full terms of four years. One member shall be elected from and by the voters of District 1; one member shall be elected from and by the voters of District 3; and one member shall be elected from and by the voters of District 4; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City, the precincts, vote centers and election officers of the two elections be the same, and that the county election department of the County of Los Angeles canvass the returns of the General Municipal Election with said Statewide General Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DIAMOND BAR DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of Section 10403 of the Elections Code of the State of California, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General election on Tuesday, November 3, 2026, for the purpose of the election of one Member of the City Council for District 1, one Member of the City Council for District 3, and one Member of the City Council for District 4, for full terms of four years.

Section 2. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the Statewide Election.

Section 3. That the Board of Supervisors is requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election.

Section 4. That the City of Diamond Bar recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

Section 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Election Department of the County of Los Angeles.

Section 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 7. The City Clerk is hereby directed to deliver a certified copy of this Resolution to both the County of Los Angeles Board of Supervisors and to the County of Los Angeles Registrar-Recorder/County Clerk.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2026.

CITY OF DIAMOND BAR

_____
Steve Tye, Mayor

ATTEST:

I, Kristina Santana, City Clerk for the City of Diamond Bar, hereby certify that the foregoing Resolution, was duly passed, approved and adopted by the City Council of the City of Diamond Bar at a regular meeting held on the 16th day of June, 2026, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Kristina Santana, City Clerk

RESOLUTION NO. 2026-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026.

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates' statement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. GENERAL PROVISIONS. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Diamond Bar on November 3, 2026 may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

Section 2. FOREIGN LANGUAGE POLICY.

A. Pursuant to the Federal Voting Rights Act, candidates' statements will be translated into all languages required by the County of Los Angeles.

B. The County will print and mail voter information guides and candidates' statements to only those voters who are on the county voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidates' statements in the required languages available at all vote centers, on the County's website, and in the Election Official's office.

Section 3. PAYMENT.

A. Translations:

1. The candidate shall not be required to pay for the cost of translating the candidates' statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and\or State law.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidates' statement in English in the main voter pamphlet.

2. The candidate shall be required to pay for the cost of printing the candidates' statement in Spanish, in the main voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidates' statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

Section 4. MISCELLANEOUS.

A. All translations shall be provided by professionally-certified translators.

B. The City Clerk shall allow bold type, underlining, capitalization, indentations, bullets and/or leading hyphens to the same extent and manner as allowed in previous City elections.

C. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

Section 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

Section 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

Section 7. That all previous resolutions establishing council policy on payment for candidates' statements are repealed.

Section 8. That this resolution shall apply only to the election to be held on November 3, 2026 and shall then be repealed.

Section 9. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2026.

CITY OF DIAMOND BAR

_____
Steve Tye, Mayor

ATTEST:

I, Kristina Santana, City Clerk for the City of Diamond Bar, hereby certify that the foregoing resolution, was duly passed, approved and adopted by the City Council of the City of Diamond Bar at a regular meeting held on the 16th day of June, 2026, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Kristina Santana, City Clerk

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Master Equity Lease Agreement with Enterprise FM Trust.

STRATEGIC GOAL: Responsible Stewardship of Public Resources

RECOMMENDATION:

Adopt Resolution No. 2026-22 approving, and authorizing the City Manager to execute the Master Equity Lease Agreement with Enterprise FM Trust, and approving procurement of vehicles and services from Enterprise Fleet Management through a cooperative Purchasing Agreement with Sourcewell.

FINANCIAL IMPACT:

The adopted FY 2026-2027 budget includes a $35,000 allocation to lease four zero-emission vehicles ("ZEVs") from the AB 2766 Air Quality Management District Fund (251). The City will commit to lease payments for 60 months, with lease payment expenditures to be requested through the annual budget process for subsequent fiscal years, using the same funding source for the entire lease term.

While leasing ZEVs will not require General Fund expenditures, it will result in approximately $10,000 in General Fund savings for FY 2026-2027. Further General Fund savings can be achieved by transitioning the balance of the fleet to the Enterprise Fleet Management Program.

BACKGROUND:

The City owns and maintains multiple vehicles to provide services to the community, such as maintenance, neighborhood improvement, and recreational programming. The City's vehicle fleet consists of 24 light- and medium-duty vehicles, ranging in age from 2 to 20 years, with an average age of 9.8 years. The City does not have a designated in-house fleet management division. Instead, the fleet is managed by the Public Works Maintenance Division.

Historically, whenever the City adds or replaces a fleet vehicle, the vehicle is purchased in full, requiring that 100% of the purchase price be included in the budget cycle in which the vehicle is purchased. The need for a large capital investment in the first year has required the City to retain vehicles beyond their useful lives, resulting in fleet management challenges, including an aging fleet, higher maintenance costs, more unscheduled repairs, reduced service levels, and more staff time spent maintaining older vehicles.

In 2023, the California Air Resources Board adopted the Advanced Clean Fleets ("ACF") regulation to improve air quality and reduce greenhouse gas emissions by transitioning public and private fleets towards ZEVs over

time. For the City, the regulation generally applies to medium- and heavy-duty fleet vehicles and requires compliance through vehicle replacement cycles rather than immediate fleetwide replacement. As the ACF regulation states today, beginning January 1, 2027, 50% of vehicle purchases must be ZEVs, and beginning January 1, 2030, 100% must be ZEVs. The ACF regulation shifts the City's historical practice by making coordinated fleet planning, budgeting, and infrastructure preparation increasingly important while also addressing ongoing fleet management challenges.

On April 14, 2026, during Community Budget Workshop #2, City staff presented a Vehicle Lease Program to the City Council as a strategic approach to modernizing the City's fleet operations. Staff presented the program structure, cost considerations, and an implementation option to the City Council for feedback and direction.

The attached Resolution (Attachment 1) would approve a Master Equity Lease Agreement with Enterprise Fleet Management to transition fleet management services to Enterprise, including using the cooperative purchasing agreement of Enterprise through Sourcewell.

ANALYSIS:

Over the past two years, City staff explored options to address fleet management challenges while transitioning toward compliance with the ACF regulation. Given the City's projected structural deficit in the coming years, it became increasingly important that any changes to the City's fleet management program improve operational efficiency and reduce overall costs.

Viable Option

City staff explored the Enterprise Fleet Management ("EFM") program and determined that it is a viable option for fleet management services. This will establish a partnership between the City and Enterprise and shift fleet management responsibilities to Enterprise. Under the EFM program, the City would enter into Open-End Leases, allowing the City to acquire additional vehicles while avoiding large upfront capital expenditures. An Open-End Lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow, with the City retaining ownership flexibility, including net equity from the sale at the time of disposal and the ability to equip them as needed to align with business needs.

The EFM program leverages Enterprise's established relationships with vehicle manufacturers to source vehicles that meet the City's needs and lease them on a defined schedule (i.e., 36, 48, or 60 months), spreading costs over multiple years of lease payments as an alternative to purchasing the vehicles outright. This approach provides the flexibility to quickly scale fleet resources in response to changing business needs, ensuring the City can maintain optimal service levels while effectively managing costs.

The City will pay the value of the leased vehicle while retaining the ability to sell it before the end of its useful life to maximize resale value. The EFM program will also leverage Enterprise's ability to sell vehicles at an average of 110.5% above the industry average. Unlike the City's current practice of sending retired vehicles to auction, where the City receives modest proceeds after auction fees, the sale of the leased vehicle will be shifted and handled by Enterprise at a flat cost of $400/vehicle sold. Proceeds from resale equity are returned to the City either as a payment or applied toward a new lease.

Fleet Lifecycle Management

Under the partnership, the City will be assigned a designated Client Strategy Manager and Account Fleet Coordinator. The Client Strategy Manager will meet with City staff quarterly to analyze fleet efficiency, identify cost-saving opportunities, and recommend vehicle replacements for the City's fleet. The Account Fleet Coordinator will serve as the City's day-to-day contact and will assist with vehicle ordering, aftermarket equipment, maintenance, licensing, and billing questions. The EFM program provides fleet data tracking, including vehicle usage, costs, fuel consumption, and replacement schedules. Using this data, the Client Strategy Manager and Account Fleet Coordinator jointly make informed replacement recommendations

based on vehicle type, mileage, condition, and market conditions. This allows the City to take a proactive, informed approach to vehicle replacement rather than a reactive approach that defers replacement beyond a vehicle's useful life.

Maintenance Costs

The leased vehicles can be enrolled in Enterprise's maintenance program for an approximate monthly cost of $45 per vehicle. Covered services under the maintenance program include the following:

- Roadside assistance for mechanical failure
- Scheduled preventive maintenance
- Major and minor repairs (e.g., engines, transmission, radiators, etc.)
- Factory-installed steering/suspension, powertrain, electrical, and AC/Heat components

Tires and brakes are not included under the maintenance program. However, the EFM program leverages Enterprise's nationwide network of maintenance providers, where competitively negotiated service rates are extended to the City. Additionally, while leased vehicles are newer, resulting in lower maintenance costs, they are also covered by the manufacturer's warranty for most of the lease term. Replacing older vehicles that require significant maintenance with new vehicles under warranty would result in savings in the General Fund fleet management budget. It should be noted that warranty coverage varies by manufacturer and model.

Administrative Efficiency

Under the EFM program, the City will benefit from consolidated monthly billing, fleet reporting tools, and logistics assistance. Additionally, fleet management tasks, including vehicle procurement, maintenance scheduling, repair tracking, license and registration management, resale, and reporting, will be handled by Enterprise. These services reduce the amount of staff time dedicated to fleet management, allowing the Public Works Maintenance Division to focus on core service delivery.

FY 2026-2027 Plan

City staff recommends establishing a partnership with Enterprise under the EFM program to enable more consistent budgeting, a newer, more reliable fleet, and improved efficiency by reducing fleet management costs and staff resources dedicated to fleet management. While this modifies the City's approach to fleet management, it fosters fiscal health through disciplined, long-term planning by leveraging industry experts to maximize value and performance in managing the City's fleet.

To initiate the partnership, City staff recommends a phased approach by replacing only four of the six designated pool vehicles. The following four vehicles will be replaced with the 2027 Chevy Bolt LT – an all-electric small SUV:

- 2 - 2010 Ford Escape
- 1 - 2010 Ford Fusion
- 1 - 2016 Jeep Cherokee

The four vehicles replaced are owned by the City and will be sold by Enterprise once the new vehicles are delivered, with the City retaining the proceeds of the sale. It should be noted that while staff proposes proceeding with the 2027 Chevy Bolt LT, the City retains the flexibility to select the ZEV option that best aligns with operational needs, pricing, availability, overall value, and maximizes cash flow at the time of lease execution.

Should the 2027 Chevy Bolt remain the most advantageous to the City at the time of lease execution, it will cost $644.37/month for a 60-month term. While this reflects the current cost, it should be noted that interest rates are locked in at the time of vehicle delivery, and should interest rates increase, the monthly lease cost will

increase. City staff consulted with Enterprise and confirmed that the $35,000 allocation is sufficient to cover any increases and still lease four ZEVs.

At the conclusion of the lease term, the City will have the option to sell the vehicle and retain the proceeds or keep the vehicle. The City will also have the option to sell the vehicle at any time during the lease term or terminate the lease without penalty.

Of the 24 existing fleet vehicles, a quarter are designated as pool vehicles, and staff proposes replacing 66% of them. In the inaugural year of the partnership, approximately 17% of the City's fleet will be replaced, reducing the fleet's average age to 7.4 years. The leased vehicles will also be enrolled in Enterprise's maintenance program, and the remaining balance of the fleet will continue to be managed by the City's Public Works Maintenance Division. However, in subsequent fiscal years, the remaining balance of the fleet will be replaced and phased into the EFM program contingent on the vehicle's useful life, the City's business needs, and funding availability.

The strategic approach to modernizing the City's fleet operations will result in an estimated $10,000 in General Fund savings in FY 2026-2027 and approximately a 5% savings in fixed fleet management costs (i.e., procurement, maintenance, and fuel) over the next 10 fiscal years. These estimates exclude savings from reduced staff time spent managing the fleet and proceeds from the resale of vehicles, both of which will yield greater General Fund savings. In addition, the proposed strategy maximizes the use of a non-General Fund funding source and supports compliance with the ACF regulation.

Sourcewell Agreement

Per the Diamond Bar City Code Section 3.24.090 (f) – Exceptions to bidding, an exception to the bidding process may be authorized by resolution of the City Council if it is determined that supplies, personal property, services, or equipment can be more efficiently or more cost-efficiently obtained through a cooperative purchasing program with a federal, state, county, local or other government purchasing program. City staff has determined that vehicles that meet the City's needs and requirements are available from Enterprise under a competitively solicited cooperative agreement for fleet management services, awarded by Sourcewell (RFP #030122).

Resolution No. 2026-22 authorizes the City's participation in Sourcewell for fleet management services through Enterprise. The resolution also authorizes the City to enter into a Master Equity Lease Agreement and related agreements and documents with Enterprise FM Trust for participation in the EFM program. In addition, the resolution authorizes the City Manager to execute lease documents for City vehicles under the EFM program without returning to the City Council for individual approval, provided lease costs remain within funding levels approved through the annual budget process.

LEGAL REVIEW:

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

PREPARED BY:

Alex Batres, Management Analyst, City Manager's Office

ATTACHMENTS:

1. Resolution No. 2026-22

RESOLUTION NO. 2026-22

A RESOLUTION OF THE CITY OF DIAMOND BAR CITY COUNCIL, APPROVING A MASTER EQUITY LEASE AGREEMENT AND RELATED AGREEMENTS AND DOCUMENTS WITH ENTERPRISE FLEET MANAGEMENT, INC., REGARDING A FLEET MANAGEMENT PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE LEASE SCHEDULES FOR VEHICLES UP TO SPECIFIED PARAMETERS.

WHEREAS, the City of Diamond Bar ("City") owns and maintains a fleet of 24 light- and medium-duty vehicles used to provide public services, including but not limited to maintenance, neighborhood improvement, and recreation programming; and

WHEREAS, fleet management is an administrative approach that allows entities to organize and coordinate vehicles with the goal of improving efficiency, reducing costs, and being in compliance with government regulations;

WHEREAS, the City's fleet is currently managed by the Public Works Maintenance Division; and

WHEREAS, the City has historically purchased fleet vehicles outright, requiring significant upfront capital expenditures that have contributed to the retention of vehicles beyond their optimal service life, resulting in reduced overall fleet efficiency; and

WHEREAS, the City has identified that continued reliance on the current fleet management model has resulted in increased maintenance costs, reduced service levels, and inefficient allocation of staff resources; and

WHEREAS, the California Air Resources Board has adopted the Advanced Clean Fleets Regulation, requiring public agency fleets to transition toward zero-emission vehicles beginning in 2027, thereby necessitating coordinated fleet planning, replacement scheduling, and infrastructure readiness; and

WHEREAS, Chapter 3.24 of Title 3 of the Diamond Bar City Code contains the City's Purchasing Policy ("Purchasing Policy"); and

WHEREAS, according to the Purchasing Policy, the basic standard that should always prevail is a transparent, controlled, and equitable procurement process in the use and stewardship of public funds; and

WHEREAS, the City Manager, acting in the role of Purchasing Manager, directs and supervises the acquisition of all goods and services under the authority of Diamond Bar City Code Section 3.24.040 (a); and

WHEREAS, Diamond Bar City Code Section 3.24.090 (f) authorizes the Purchasing Manager to dispense with formal bidding, when, in the opinion of the Purchasing Manager, supplies, personal property, services or equipment can be more efficiently or more cost efficient obtained if acquired on behalf of the City by the state department of general services or other government purchasing program, and the City Council authorizes "piggyback" procurement by resolution; and

WHEREAS, the Purchasing Manager has determined that certain supplies, materials, personal property, and equipment can be more efficiently and more inexpensively obtained if acquired on behalf of the City as a participant of Sourcewell (formerly NJPA), an intergovernmental cooperative purchasing alliance that procures contracted goods and services through a competitive request for proposal solicitation process conducted by a public agency/governmental entity; and

WHEREAS, acquisition of any such supplies, materials, personal property or equipment as a participant of a government purchasing program must be authorized by resolution of the City Council; and

WHEREAS, City staff has determined that vehicles meeting the City's needs and requirements are available from Enterprise Fleet Management, Inc. ("Enterprise") through a competitively-solicited cooperative agreement for fleet management services awarded through Sourcewell, a State of Minnesota local government unit and service cooperative, through its Solicitation Number: RFP #030122, whereby Enterprise was selected with an effective date of May 4, 2022, to continue in force and effect until April 18, 2026, which is attached hereto as **Exhibit A**; and

WHEREAS, the cooperative agreement for fleet management services awarded through Sourcewell was extended on January 21, 2026, with a new contract expiration date of April 18, 2027, which is attached hereto as **Exhibit B**; and

WHEREAS, Enterprise's fleet management program requires the City to enter into a Master Equity Lease Agreement ("Agreement") by and between the City and Enterprise FM Trust for the lease of vehicles, attached hereto as **Exhibit C**; and

WHEREAS, City staff, with the assistance of the City Attorney, has negotiated the terms of an Addendum to the Agreement ("Addendum") whereby Enterprise has made concessions to the City not otherwise contained in its form Master Equity Lease Agreement and which is also attached hereto as **Exhibit C**; and

WHEREAS, pursuant to the terms of the Agreement, as supplemented by the Addendum, the City, as lessee, may lease vehicles from Enterprise FM Trust, as lessor, by means of Lease Schedules for each Vehicle ("Lease Schedules"); and

WHEREAS, this City Council desires to delegate to the City Manager the authority to enter into Lease Schedules for vehicles consistent with the Agreement,

as supplemented by the Addendum, and further, consistent with the parameters detailed in this Resolution; and

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Diamond Bar, does hereby adopt Resolution No. 2026-XX as follows:

1. Authorizes participation of the City in Sourcewell.

2. Appoints the City Manager of the City to direct and supervise the acquisition of goods and services as a participant with Sourcewell.

3. Approves the Agreement, including the Addendum and all Supplemental Agreements and Documents attached as **Exhibit C.**

4. Authorizes the City Manager to execute and deliver the Agreement, as supplemented by the Addendum, and all the Supplemental Agreements, on behalf of the City.

5. Authorizes the City Manager to execute and deliver Lease Schedules and related documents for the lease of vehicles through the Enterprise Fleet Management program, not to exceed the dollar amounts approved for such leases and purchases in the annual budget as approved by the City Council in the budget process.

6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 16th day of June 2026.

CITY OF DIAMOND BAR

_____

Steve Tye, Mayor

ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at a regular meeting of the City Council of the City of Diamond Bar held on the 16th day of June 2026, by the following vote:

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

_____
Kristina Santana, City Clerk

Attachments:

Exhibit A - Sourcewell Contract with Enterprise Fleet Management, Inc. RFP#030122

Exhibit B - Sourcewell Contract Extension with Enterprise Fleet Management, Inc. RFP#030122

Exhibit C - Master Equity Lease Agreement and all Supplemental Agreements and Documents

Exhibit A

Sourcewell Contract with Enterprise Fleet Management, Inc.
RFP#030122

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Sourcewell

Solicitation Number: RFP #030122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 600 Corporate Park Drive, St. Louis, MO 63105 (Supplier).

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

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

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 18, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. WARRANTY. Equipment, product, or service warranties will be provided by the manufacturer or service provider. Supplier will assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or service provider. Any manufacturer's or service provider's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

In the event that Equipment and Products arrive in a defective or inoperable condition, the Participating Entity must promptly bring any such condition to Supplier's attention. Supplier will then provide commercially reasonable assistance to the Participating Entity in any communication or negotiation with the Equipment and Product's manufacturer or dealer, as applicable, with respect to claims relating to such condition.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

D. TERMINATION OF ORDERS. Participating Entities may terminate an order prior to the applicable Equipment and Product manufacturer or dealer deadline, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

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

Any termination thereafter will be governed by the terms and conditions of Supplier's affiliates' Master Lease Agreement.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;

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- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

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note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Indemnity obligations between Supplier and any Participating Entity, if any, will be as set forth in the applicable Supplier's affiliates' Master Lease Agreement.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

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14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated

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or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

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

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

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

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

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

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procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). Intentionally omitted.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Intentionally omitted.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Intentionally omitted.

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

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covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. Intentionally omitted.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted.

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). Intentionally omitted.

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

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

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

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

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

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

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Intentionally omitted.

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

22. CANCELLATION

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

Sourcewell	Enterprise Fleet Management, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Dain Giesie EFC279C1DE8D465...
By: _____	By: _____
Jeremy Schwartz	Dain Giesie
Title: Chief Procurement Officer	Title: Vice President
Date: 5/4/2022 | 9:11 AM CDT	Date: 5/4/2022 | 2:58 PM CDT

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Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
5/4/2022 | 3:23 PM CDT
Date: _____

RFP 030122 - Fleet Management Services

Vendor Details

Company Name:	Enterprise Fleet Management, Inc.
Does your company conduct business under any other name? If yes, please state:	MO
Address:	600 Corporate Park Dr. St. Louis, MO 63050
Contact:	Dain Giesie
Email:	Dain.E.Giesie@efleets.com
Phone:	314-274-5428
Fax:	314-274-5428
HST#:	43-1697807

Submission Details

Created On:	Tuesday February 01, 2022 10:13:18
Submitted On:	Tuesday March 01, 2022 16:13:51
Submitted By:	Dain Giesie
Email:	Dain.E.Giesie@efleets.com
Transaction #:	53316618-72bf-4ca3-ad36-3ffb0fdf4609
Submitter's IP Address:	4.30.165.86

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Enterprise Fleet Management, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Enterprise Fleet Management	*
4	Provide your CAGE code or DUNS number:	08-001-5860	*
5	Proposer Physical Address:	600 Corporate Park Drive, St. Louis, MO 63105	*
6	Proposer website address (or addresses):	efleets.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michelle Rojas, Business Analyst, michelle.m.rojas@efleets.com, 314-274-4556	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Background and History In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis. In 1992, Enterprise surpassed $1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets. In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings. Today, with 75,000 employees, 1.85 million vehicles, and annual revenue of $23.9 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world. Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes. Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace: Our brands are the most valuable things we own. Personal honesty and integrity are the foundation of our success. Customer service is our way of life. Our company is a fun and friendly place, where teamwork rules. We work hard…and we reward hard work. Great things happen when we listen…to our customers and to each other. We strengthen our communities, one neighborhood at a time. Our doors are open. Business Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.
11	What are your company's expectations in the event of an award?	Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 65 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution. It would be Enterprise's expectation that Sourcewell and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Ranked on the Forbes America's Largest Private Companies list, Enterprise Fleet Management, together with our affiliate Enterprise Holdings, is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry. Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB+ from BBB. This reflects the financial strength of our company and our long-term approach to our business.
13	What is your US market share for the solutions that you are proposing?	Recently, Enterprise Fleet Management was ranked the largest fleet management provider in the United State, according to Automotive Fleet's 2021 Fact Book. We have been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry.

14	What is your Canadian market share for the solutions that you are proposing?	Currently, Enterprise manages 5,000 leased units, 10,000 non-leased units and over 80,000 rentals across Canada. Enterprise has about 1 percent of the fleet management and leasing market and over 50 percent of the rental market. Enterprise Fleet Management is currently growing at 18.6 percent annually in Canada and over 200 percent in Western Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	o Alberta Corporate License number: 2116040300 o Saskatchewan Corporate License number: 101184133 o Manitoba Corporate License number: 6262881 o GST number: 82540 4205 RT0001: o Saskatchewan PST number: 2476059 o Manitoba PST number: 82540 4205 MC0001	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Enterprise Fleet Management has a distinguished history of receiving awards and accolades. A selection of major honors received in recent years is included below and can also be found on our website. Blue Seal of Excellence from the National Institute for Automotive Service Excellence (ASE) (1997-2020 – 24 years straight) Silver Stevie Award, Innovation in Sales from the Stevie Awards for Sales & Customer Service (2020) Silver Stevie Award, Best Use of Technology in Sales from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Innovation in Customer Service from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Best Use of Technology in Customer Service from the Stevie Awards for Sales & Customer Service (2020)	*
20	What percentage of your sales are to the governmental sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.	*
21	What percentage of your sales are to the education sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management partners with Sourcewell, TIPS, and E&I for cooperative purchasing. As a privately held company we do not release specific performance numbers to the public. Enterprise Fleet Management provides services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Kenosha Unified School District	Dan Aiello, Grounds and Vehicle Repair	(262) 359-7541	*
City of Ruston	Michelle Colvin, Purchasing Agent	(318) 251-8631	*
Kings Mosquito Abatement District	Michael Cavanagh, General Manager	(559) 584-3326	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Village Center Community Development District	Education	Florida - FL	Fleet Management Services for 101 vehicles.	213 vehicles delivered	$1,903,139	*
City of Roswell, Georgia	Government	Georgia - GA	Fleet Management Services for 280 vehicles including Accident Management.	117 vehicles delivered	$2,871,939	*
City of Rockville	Government	Maryland - MD	Fleet Management Services for 189 vehicles	74 vehicles delivered	$2,334,939	*
City of Murrieta	Government	California - CA	Fleet Management Services for 44 vehicles including full maintenance and maintenance management	73 vehicles delivered	$2,698,024	*
City of Newton	Government	Maine - ME	Fleet Management Services for 68 vehicles	61 vehicles delivered	$1,350,606	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	

26	Sales force.	Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams. Each of our more than 50 Enterprise Fleet Management offices are staffed with more than 500 sales professionals to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include: Fleet Management Director • The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services. Fleet Strategy Manager • Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles • Works with wholesalers nationwide to sell vehicles in an average of 23 days Finance Manager • A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet. Account Executive • Designs, reviews and implements fleet management programs • Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs Area Sales Manager • Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed Client Strategy Manager • Implements fleet management programs specifically designed for Sourcewell • Reviews Sourcewell's Fleet Profile on a regular basis • Proactively forecasts vehicle replacement needs • Secondary point of contact for fleet related matters Account Fleet Coordinator • Primary contact for Sourcewell's fleet needs • Administers all day-to-day fleet-related matters • Works with Client Strategy Manager to provide turnkey fleet management • Works directly with Sourcewell's employees on fleet issues
27	Dealer network or other distribution methods.	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory. Vehicle Delivery Enterprise Fleet Management has 17,000 dealers in our database through which we can arrange vehicle delivery. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under $150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment. This is what we expect from our CD dealers: • Acceptance of vehicle, including inspection for damage or missing equipment. • Filing of claims and making arrangements for any necessary repairs. • Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment. • Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle. • Application for Title and Registration with the state and installation of license plates or temporary tags.

28	Service force.	Call Center Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. The call center is staffed exclusively by Enterprise Fleet Management associates. Our maintenance team's hours are 6 a.m. to 9 p.m. CST Monday through Friday, and 7 a.m. to 4 p.m. CST on Saturday. Our roadside team's hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Outside of these hours, roadside calls are routed to our partner vendors. Roadside assistance is available 24 hours a day, seven days a week. The National Service Department has a staff of approximately 240 people. We have 53 Maintenance Coordinators who handle preventative maintenance, fluid services, brakes, and tires, along with more than 110 Service Advisors who handle every type of repair — from an oil change to a transmission failure. In addition, we have approximately 39 Service Coordinators who set up tows, lockout services, jump starts, flat tire changes, and other related requests. Supplier Network Enterprise encourages the use of our more than 40,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with nearly 90,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey. Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions. We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Service Quality index (SQi) is an industry leading metric that is core to Enterprise values. Enterprise uses a Service Quality index (SQi) to measure customer satisfaction for each of our brands. ESQi enables Enterprise to link our employees' career and financial aspirations to consistent and superior service levels with every customer. ESQi is one of the many ways in which we remind ourselves to put our customers' needs first. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow. Customer Service Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow. Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace: • Our brands are the most valuable things we own. • Personal honesty and integrity are the foundation of our success. • Customer service is our way of life. • Our company is a fun and friendly place, where teamwork rules. • We work hard…and we reward hard work. • Great things happen when we listen…to our customers and to each other. • We strengthen our communities, one neighborhood at a time. • Our doors are open.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Enterprise Fleet Management has 50 offices across North America staffed by more than 500 sales professionals. These sales professionals facilitate thousands of meetings each year where they are demonstrating how Enterprise Fleet Management's programs help government organizations. As part of these demonstrations it has become engrained in each salesperson to position our Sourcewell contract as the best way to implement our fleet strategies. They are trained to recommend cooperative purchasing contracts during the sales process as a means of improving the customer experience by reducing unnecessary friction.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Enterprise Fleet Management is able to provide our full range of services to Sourcewell member agencies in Canada. We currently operate three teams in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Enterprise has a unique geographical footprint with more than 50 fleet management offices and more than 4,000 rental locations that will work with members in most geographic areas in North America to provide services or find a solution that fits the needs of the member.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to nearly 2,000 public and private schools, colleges, universities, cities, counties, and other government entities nationwide.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Enterprise Fleet Management currently has lease vehicles in Hawaii, Alaska, and Puerto Rico and operate in accordance with local laws and statutes. All vehicles in Puerto Rico would have dealer stock pricing.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Enterprise will work with Sourcewell to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include: • A marketing banner on the Sourcewell website announcing the partnership and details • Targeting the largest members first to maximize the impact • Local sales teams will meet regularly with current and potential members • Direct-mail campaign with customized fliers featuring program information	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders to advertise and communicate to our niche demographic. Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Enterprise Fleet Management has 50 fully staffed offices that are trained to recommend cooperative purchasing contracts during the sales process, we provide in depth training on how these contracts work and the benefits on utilizing them over other diligence options. Our expectation for Sourcewell would be to promote and send any leads to our management team and help answer specific questions from the governmental entity regarding utilizing the contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Your account team will manage, provide and host all driver training and implementation services, including webinars, conference calls, printed materials, online videos, etc. We can provide a wide range of resources and efficient ways to implement these programs to ensure a great foundation for a long-term partnership. This local team will take complete ownership of these processes and take on all aspects of managing the transition and training. We will review all of the options with you and set out a clear plan to meet your needs and make this process as easy as possible for your company. This will be customized to Sourcewell and your drivers' unique needs, and there are no additional costs for implementation and transition services, as this is standard and included in our service offering.	*

41	Describe any technological advances that your proposed products or services offer.	Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for. Customer Website – Complete oversight on entire fleet and individual vehicles • Customizable dashboards show graphs, data, and analysis that is most important to you • Reporting covering entire fleet, with drill-down capability to individual vehicles • Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc. • Life-to-date maintenance data and complete vehicle history for each vehicle Annual Client Review – Identify and lower costs • Web-based solution for year-over-year fleet analysis led by local Enterprise team • Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc. • Document goals to develop the best possible fleet cycling plan and lower costs Fleet Planning Toolkit – The right vehicles at the right cost • Vehicle selector allows Enterprise to compare up to six vehicles side-by-side • Integrate all costs for a total cost analysis • Determine the best time to replace your vehicles Auto Integrate – Minimize downtime • Web-based repair and maintenance authorization platform to reduce downtime • Integration with most national account partners for faster approvals • Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues • Real-time maintenance updates • Access to more than 100 ASE-certified technicians employed by Enterprise Mobile App – Convenience for drivers • Fuel station and maintenance shop locator • Click-to-call roadside assistance • Accident reporting (including photos) • Receive alerts • Enter and track mileage • View order status of purchased vehicles • View maintenance cards • Check-in and check-out for vehicles with multiple drivers • Edit incorrect mileage entries	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Enterprise Fleet Management not only takes a sustainable approach to its business, but it aligns with the sustainable goals of its partner companies, agencies, and organizations. Some of these combined efforts are as follows: Vehicle Cycling/Fleet Optimization Managing vehicle emissions can represent a key component of customers’ environmental commitment and corporate social responsibility efforts, but companies can only manage what they can measure. It is the fundamental principle of fleet optimization — getting all the data needed to make smart decisions about vehicle cycling. In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points. Enterprise Fleet Management can help add a comprehensive environmental dimension to vehicle-cycling decisions, which includes fleet emissions, fuel efficiency, and direct and indirect remediation costs. Carbon Reporting and Offsets Commercial operations may have limited options for reducing the environmental impact of their fleet. Enterprise Fleet Management can simplify the benchmarking process and offer a tailored, accurate report on vehicle emissions. This data can then be used to influence fleet management choices, such as vehicle selection and replacement, or the decision to participate in a carbon offset program. Verified carbon offsets can provide an appealing option for fleet operators who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help you purchase these offsets through a trusted third-party partner, TerraPass. TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings	

Foundation, our philanthropic arm — will also match a portion of each customer's greenhouse gas offset purchase.

Energy and Facilities Management

Enterprise Fleet Management's corporate office in St. Louis received LEED Gold Certification from the U.S. Green Building Council's green building rating program — the second-highest LEED certification available.

The building was certified, in part, for:

• being built on previously developed land to reduce the impact on virgin ground.
• installing low-flow fixtures that reduce the building's water use by 46 percent.
• using LED lighting fixtures that reduce the electricity used for lighting by 56 percent.
• recycling and repurposing 92 percent of construction waste, which reduces the amount of material sent to landfills.

Corporate Social Responsibility Policy

Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options. *

We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:

• promote the viability of mobility and alternative fuels.
• increase access to fuel-efficient vehicles.
• improve the resource efficiency of our operations.
• minimize waste throughout the lifecycle of our vehicles.
• minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects.
• support causes that improve the quality of life in local communities.
• enhance relief efforts in the wake of natural disasters.

In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:

• Carbon Offsets
• Duty of Care
• Supplier Code of Conduct
• Human Rights
• Safety Recalls
• Workplace Ethics
• Employment and Equal Opportunity
• Founding Values
• Privacy and Safe Harbor
• Subsidiaries and Franchisees

Sustainable Maintenance Programs

When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.

For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.

Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:

• Managing Materials Responsibly
• Recycling Windshields
• Prioritizing Fuel Efficiency
• Renewing License Plates
• Using Water-Based Paints
• Re-Refining Oil and Recycling Filters
• Repurposing Tires

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth. Good Faith Plan Our commitment to the principles of equal employment opportunity (EEO) and affirmative action (AA) is communicated in our employee handbook, posted in all branch offices companywide, and integrated in our mandatory companywide diversity training. Small Business Enterprise (SBE) & Minority and Women Business Enterprise (MWBE) • Identify opportunities for SBE/MWBE certified vendors to provide goods and services. • Send letters to interested SBE/MWBE vendors encouraging them to contact us with proposals in regard to providing goods and services and keep a log of all letters, contacts, responses, and nonresponses. • Encourage other vendors who may be eligible to apply for certification and assist each SBE/MWBE contacted that needs assistance in obtaining bonding, lines of credit, or insurance as required • Negotiate in good faith with interested SBE/MWBE Certified Vendors • Join and support local and national minority, women, and small business organizations. • Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services. • Encourage drivers to utilize DBE & M/WBE vendors for maintenance and repair based on each company's needs. • In addition, Enterprise and National are also members of numerous local programs including NMSDC affiliates, ethnic chambers, NAWBO chapters, WBENC regional chapters, Urban Leagues, etc.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition: • Fleet Expertise/Experience: Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more. • Sales force & Infrastructure: Our local account team presence — more than 50 fleet locations nationwide and over 500 fleet professionals locally along with our manufacturer relationships differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers. • Total Cost of Ownership Approach: Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well. • Logistics: We are constantly picking up, delivering, and moving our own fleet units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers. • Vehicle Resale: Our more than 700 experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price. • Physical Damage Claims and Subrogation: As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors.	*

Table 9A: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranties vary by manufacturer, vehicle type, make and model, etc.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most standard vehicle warranties do not cover these expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This will depend on the manufacturer's dealer network. When needed, Enterprise's National Service Department will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverages are provided by the applicable manufacturer.	*
51	What are your proposed exchange and return programs and policies?	In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc. Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that Sourcewell is using the most cost-efficient vehicles for your needs. We will work with Sourcewell to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by Sourcewell.	*
52	Describe any service contract options for the items included in your proposal.	Enterprise Fleet Management's goal is to provide Sourcewell with the most comprehensive service possible. To do this, we offer several additional options for convenience and maximum efficiency: Fuel Card We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits: • Convenience: Card accepted at more than 180,000 U.S. locations • Security: Cards with driver identification issued to the driver assigned to the vehicle • Control: Card program offers various controls to help manage your fleet's fueling expenses WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis. Your account management team will work with you to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: • Review transaction activity • Identify potentially abusive or fraudulent behavior • Notify customers when such behavior occurs GPS Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to your fleet and your business by addressing the following needs: • Safety: Breakthrough accident detection, safer driving behavior, in-	

		vehicle driver coaching • Cost Reduction: Lowered worker's compensation claims, lowered bent metal costs • Productivity: Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring • Engine Health: Engine diagnostics, improved preventative maintenance, overall improved vehicle health • Compliance: Accurate HOS and/or IFTA reporting Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution. Full Maintenance Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern. • Monthly cost is fixed for the term of the vehicle • Coverage is available up to 100,000 miles • Covers all routine services recommended by the manufacturer • Covers all unexpected repairs (not related to damage or neglect) • 24/7 roadside assistance and towing is included • Brakes, tires, and loaner vehicles can be included • Windshield repair, fueling service, and other miscellaneous items are available • Sourcewell can set up and send automatic service reminders through Enterprise's website Maintenance Management With Enterprise's Maintenance Management program, authorization and maintenance / repair limits are similar to our Full Maintenance program. Enterprise manages the process and contacts the client when additional approval is needed. Through this program, repairs are charged as needed and passed directly through to Sourcewell for a flat monthly fee. Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	Providing completely satisfied service to Sourcewell is important to us. As a result, we plan to collect ESQi feedback from Sourcewell drivers and employees twice a year, and annually from management. This feedback will allow us to highlight areas of improvement and areas of success.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Our performance as Sourcewell's fleet management partner is measured by success in three core areas, customer satisfaction, customer retention and fleet growth. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include: • Active management of vehicle lifecycle to minimize fuel and maintenance spend • Annual fuel and maintenance spend benchmarking to decrease total cost of ownership • Comparison of vehicle makes and models to provide better total cost of ownership • Increased equity gain at disposal through proactive fleet planning and forecasting • Continuing review of resale market to identify best disposal method and holding period • Comparison of Enterprise resale performance against industry standards • Management of Sourcewell incentive programs to reduce acquisition costs • Review of vehicle application to "right-size" makes and models that are best suited for Sourcewell needs • Review driver and administrator feedback to maximize driver satisfaction	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment Terms Payment terms are Net 30. Payment Enterprise offers several payment options to our clients: • Direct debit – payments are withdrawn on the 20th of each month • One-time ACH – can be completed via phone or email • Check – can be mailed or overnighted to Enterprise • Wire/ACH push – can be set up through Enterprise's bank	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs. Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance. • Open-Ended Equity Lease: flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the company/agency can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the company/agency the difference. • Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles. • Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front. • Traditional Purchase Finance: allows Sourcewell to take ownership of the vehicle at the end of the financed/lease term without paying the reduced book value. Open-Ended Lease Agencies commonly find it difficult — sometimes impossible — to fund a healthy vehicle lifecycle. Many of these organizations turn to a bridge funding mechanism to facilitate their necessary vehicle replacements. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by: • Improved cash flow • No mileage restrictions or wear-and-tear charges • Flexible financing options • Customized terms for use and type of vehicle • Retention of ownership rights In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows companies to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow. The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application. Lease Terms Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.	*

57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached our sample contracts.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We cannot accept a P-card payment at this time.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Inclusive, Upfront Pricing Calculating fleet expenses to account for both direct and indirect costs can be difficult. That's why we provide inclusive pricing upfront as well as predictive cost tools. We think you deserve a clear view of all costs moving forward to plan for spending throughout the year – and beyond. Integrity and Transparency We don't believe in complicated contracts or hidden fees. Our Client Strategy Managers will only provide honest, informed recommendations that benefit your business. You'll also have access to the same fleet information through our Client Website, ensuring you see what your Client Strategy Manager sees, and can work with them to maximize your investment. Flexible Options Enterprise Fleet Management offers a variety of fleet leasing and financing services. We want our clients to be able to choose the financing plan that works best for their business and operating needs, whether they need an open-end, close-end, or self-funded program. We'll adapt to your needs. We have uploaded our pricing materials as instructed.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be $36,540. With our purchasing power and discounts provided to Sourcewell Members, the delivered price would be $31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and upfit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed. For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state. Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment. The equipment can be billed up front or capitalized as a part of the lease structure. In both scenarios, the member will own the equipment at the conclusion or termination of the lease. Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout our provided pricing offerings.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate Enterprise Rent-A-Car or National Car Rental rental location — who are available to assist with vehicle delivery and pick-up.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers. Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.	*

Table 11A: Pricing Grid: Acquisition Terms

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
67	Interest Rate Index Used	3 year t-bill Canadian 3yr Bond	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
68	Basis Points	US: 350 Canada: 300	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
69	Domestic Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $60 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $275 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $60 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $275 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location)	*
70	Foreign Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $60 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $275 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $60 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $275 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location)	*
71	Domestic Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) $60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees $150-$450 depended on Delivery Location Plus (+) $275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) $60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees $150-$450 depended on Delivery Location Plus (+) $275 Acquisition fee	*
72	Foreign Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) $60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees $150-$450 depended on Delivery Location Plus (+) $275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) $60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees $150-$450 depended on Delivery Location Plus (+) $275 Acquisition fee	*

Table 11B: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
73	Federal Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
74	State Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
75	Manufacturer Incentives	100%	100% of end user eligible incentives are passed to the member	*

Table 11C: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
76	Fixed Maintenance	Variable (Avg. $60-$90) per month per vehicle	Pricing on average is $60-$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member, Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse.	*
77	Occurance Maintenance	$6 per month card fee per vehicle plus cost of service and parts	$6 per month card fee per vehicle plus cost of service and parts	*
78	Management Fee	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	*
79	Service Charge	US $400.00 Canada $495.00	US $400.00 Canada $495.00	*
80	Lease Termination Fee	$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	*
81	Interim Interest Yes/No, How is it calculated?	NO	N/A	*
82	Resale Fee	$395	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of $395.00 (“Service Fee”) plus towing at prevailing rates, applies to member owned/non-leased units	*
83	Provide fees not listed + rate	Optional services offered	Enterprise Fleet Management offers additional services to our clients, these programs and plans are described in the technical proposal under the pricing grid.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
85	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Enterprise will set a pricing plan up for the Sourcewell program within our system. This pricing plan will be hard-coded for all Sourcewell members and cannot be deviated from by any sales or support team member. Quarterly, we will review deliveries that have been placed and delivered through the Sourcewell program to ensure compliance and accuracy. We will provide a detailed breakdown to Sourcewell monthly or quarterly for review depending on preference.	*
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Example metrics to be tracked and measured are new customers utilizing the awarded contract, total orders and total deliveries. Our goal is to create lifelong relationships with all of our Enterprise customers. As a result, we collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, external surveys such as the J.D. Power Satisfaction Survey, and a range of other customer service inquiries. The results are closely monitored, and any necessary changes are made to improve customer satisfaction.	*
87	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Enterprise will offer Sourcewell and your members access to our fleet management program and pay Sourcewell a quarterly marketing fee based upon the volume of Combined New Deliveries generated as defined below. Deliveries to qualified members during the term of the contract is $125.00 per new delivery. Qualified members are eligible members who utilize the Agreement between Sourcewell and Enterprise Fleet Management as an approved means to satisfy proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis.	*

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

Line Item	Question	Response *	
88	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including: • Total cost of ownership analysis and comparisons • Dedicated local account team assigned to each client to make ongoing cost saving recommendations • Company fleet policy consultation • Insurance consultation and programs • Customizable lease options and financing • Detailed driver analysis • Fleet selection and acquisition • Maintenance and fuel program management for both leased and client owned vehicles • Four-year cost model development • License, title and renewal services for both leased and client owned vehicles • Customizable website dashboard with near real-time data and reporting • Remarketing and resale for both leased and client owned vehicles • Driver Safety programs	*
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our clients enjoy the benefits of Enterprise's sustained 65-year investment in infrastructure that enables us to quickly and efficiently move vehicles into and out of service. This includes 150 staging grounds throughout the U.S. and Canada staffed by 700 dedicated remarketing specialists, as well as 800 professionals at our corporate office. We have teams dedicated to specific aspects of our service, including License and Title, Maintenance, Risk Management, Accounting, Information Technology, and Vehicle Acquisition. As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes: • Fleet cost analysis • Company fleet policy constitution • Insurance consultation • Detailed driver analysis • Fleet selection • Maintenance and fuel program management • Customized fleet plan based on your specific needs We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle: • Universal fuel card management • Personal-use reporting • Vehicle sharing technology • Maintenance services from ASE-certified technicians • Accident Management services from I-CAR certified professionals • Insurance coverage through our broker, Lockton	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

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

ine Item	Cate or or T pe	Offered	Comments	
90	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types	(•) Yes ( ) No	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. This includes specialty vehicles and Emergency Response Vehicles.	*
91	New vehicle service and preparation for the vehicles described in Line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation	(•) Yes ( ) No	Through our Fleet Management programs we are able to offer all of these services.	*
92	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types	(•) Yes ( ) No	Through our Fleet Management programs we are able to offer all of these services.	*
93	In addition to the solutions described in Lines 90-92 above, proposers may include a complementary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting of after-market programs; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems; iv. Roadside assistance including towing, emergency towing, and repairs; v. Installation, operation, and maintenance of dedicated charging and fueling stations; and vi. Vehicle battery longevity monitoring and replacement plans.	(•) Yes ( ) No	Through our Fleet Management programs we are able to offer all of these services.	

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

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

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

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

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

- Pricing - Pricing-Final.xlsx - Tuesday March 01, 2022 14:16:51
- Financial Strength and Stability - Enterprise Financial Stability.pdf - Tuesday March 01, 2022 14:16:39
- Marketing Plan/Samples - Sample Marketing Plan.pdf - Tuesday March 01, 2022 14:19:21
- WM8E/M8E/S8E or Related Certificates - Wade Ford 2022 GMSDC Certificate.pdf - Tuesday March 01, 2022 14:27:57
- Warranty Information - Sample Warranty Information.pdf - Tuesday March 01, 2022 14:26:14
- Standard Transaction Document Samples - Sample Quote 2427574.pdf - Tuesday March 01, 2022 15:27:53
- Upload Additional Document - Sourcewell Submission.zip - Tuesday March 01, 2022 14:20:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dain Giesie, Assistant Vice President, Enterprise Fleet Management, Inc.

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Fleet_Mgmt_Services_RFP_030122 Mon February 21 2022 04:30 PM	☑	2
Addendum_2_Fleet_Mgmt_Services_RFP_030122 Thu February 17 2022 08:53 AM	☑	3
Addendum_1_Fleet_Mgmt_Services_RFP_030122 Thu January 13 2022 04:26 PM	☑	1

Exhibit B

Sourcewell Contract Extension with Enterprise Fleet Management, Inc.
RFP#030122

Docusign Envelope ID: F0992A11-F06B-470F-9480-3C2EE5DD37EB

CONTRACT EXTENSION

Contract Number: 030122-EFM

Sourcewell 202 12th Street Northeast Staples, MN 56479	and	Enterprise Fleet Management, Inc. 600 Corporate Park Drive St. Louis, MO 63105
(Sourcewell)		(Supplier)

have entered into Contract Number: 030122-EFM for the procurement of:
Fleet Management Services

The Contract has an expiration date of 2026-04-18 , but the parties may extend the Contract by mutual consent.

Sourcewell and Supplier acknowledge that extending the Contract benefits the Supplier, Sourcewell and Sourcewell's Participating Entities. Supplier and Sourcewell agree to extend the Contract listed above for an additional period, with a new contract expiration date of 2027-04-18. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell	Enterprise Fleet Management, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: William J. Dobosz D402067331DF4B9...
Authorized Signature	Authorized Signature
Jeremy Schwartz	William J. Dobosz
Name	Name
Chief Operating and Procurement Officer	Assistant Vice President of Business Development
Title	Title
1/21/2026 | 10:41 AM CST	1/21/2026 | 9:01 AM PST
Date	Date

Exhibit C

Master Equity Lease Agreement and all Supplemental Agreements and Documents

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage Per Accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $1,000 per accident - Collision and $1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

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AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of _____, 2026 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of _____, 2026 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Diamond Bar, CA ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of California (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Diamond Bar, CA (Lessee)	Enterprise FM Trust (Lessor) By: Enterprise Fleet Management, Inc., its attorney in fact
By_____	By_____
Title:_____	Title:_____
Date Signed:_____, _____	Date Signed:_____, _____

enterprise FLEET MANAGEMENT

GOVERNMENT CREDIT APPLICATION

Please complete all applicable items.

Company Name _____ Credit Applicant _____ Year Business Started _____

Street Address _____ City _____ State _____ Zip _____

E-mail _____ Phone # _____ Fax # _____

Government Entity Type: ☐ State ☐ County ☐ City ☐ Other: _____

Type of Business _____ Duns Number _____

Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____

Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? ☐ Yes ☐ No

Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) ☐ Audited ☐ Opinioned ☐ Internal

Published Annual Reports ☐ Yes ☐ No

Income Tax Returns (3 years) ☐ Yes ☐ No

Other Items Included: _____

Federal ID Number: _____

Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	**Phone #**	**E-Mail Address**	**Acct #**	**# of Vehicles**
☐ Purchasing ☐ Leasing ☐ Finance				

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____

Street Address _____ City _____ State _____ Zip _____

Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____

Street Address _____ City _____ State _____ Zip _____

Contact Name _____ Phone # _____ Fax # _____

Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____

Street Address _____ City _____ State _____ Zip _____

Bank Contact Name _____ Phone # _____ Fax # _____

ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (http://efmfleetaccess.efleets.com) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a $25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

_____	_____
Print Name	Title
_____	_____
Signature	Company Name

_____
Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

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FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, 20__, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed $125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding $125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM_____ Lessee_____

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE:	_____	EFM:	Enterprise Fleet Management, Inc.
Signature:	_____	Signature:	_____
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Date Signed:	_____, _____	Date Signed:	_____, _____

Initials: EFM_____ Lessee_____

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MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____ , by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding $125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of
a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee ofthe Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number andidentify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

7. NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

8. FEES: EFM will charge the Company for the service under this Agreement $_____ per month per Card.

9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY:	_____	EFM:	Enterprise Fleet Management, Inc.
Signature:	_____	Signature:	_____
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Date Signed:	_____, _____	Date Signed:	_____, _____

Initials: EFM_____ Company_____

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AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and _____ (hereinafter referred to as "CUSTOMER"), on the other hand on this _____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;

B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;

C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and

D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.

2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).

3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of $_____ or the maximum permitted by law ("Service Fee").

4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.

5. Time for Payment:

(a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"	"CUSTOMER"
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date Signed: _____, _____	Date Signed: _____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and _____ (hereinafter referred to as "CUSTOMER") on this _____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise is in the business of selling previous leased and rental vehicles at wholelsale auctions; and

B. The CUSTOMER is in the business of _____.

C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.

2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.

3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.

4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of $_____ ("Service Fee") plus towing at prevailing rates.

5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.

6. Time for Payment:

(a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale ofall Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of $1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"		"CUSTOMER"	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date Signed:	_____, _____	Date Signed:	_____, _____

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Consulting Services Agreement with Regional Chamber of Commerce San Gabriel Valley.

STRATEGIC GOAL: Safe, Sustainable and Healthy Community

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Consulting Services Agreement with the Regional Chamber of Commerce San Gabriel Valley through June 30, 2027.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Agreement for Fiscal Year 2026/27 would be $12,000. Sufficient funds are included in the Fiscal Year 2026/27 Economic Development budget.

BACKGROUND:

The Regional Chamber of Commerce San Gabriel Valley ("Chamber") began as the Diamond Bar Chamber of Commerce before expanding eastward to also include the communities of Walnut, Rowland Heights, Hacienda Heights, Avocado Heights, La Puente, Bassett and Valinda. According to its website, the Chamber seeks to "promote civic, commercial, industrial commerce and enhance the quality of life within our community" while advocating for the business interests of its members. The City of Diamond Bar has partnered with the Chamber for many years, focusing primarily on local business development and engagement efforts.

ANALYSIS:

The FY 2026/27 Consulting Services Agreement scope of work is designed to continue cooperation between the City and Chamber, with specific core deliverables defined. These include:

- Meetings with staff from the City's Office of Economic Development to improve communication, develop programming, and develop relationships in the business community.
- The development of local business development workshops and networking events, including Gas Company grant programs, Mayor's Prayer Breakfast, and Business Roundtables, among other events.
- Business assistance/service matching programming.
- Quarterly reporting.

In FY 2026/27, the Chamber is expected to continue to provide business education and engagement programming, events including grand openings/ribbon cuttings and the annual Mayor's Prayer Breakfast, participate in the City's Restaurant Week program, and drive new local business membership.

LEGAL REVIEW:

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

PREPARED BY:

Ryan McLean, Assistant City Manager, City Manager's Office

ATTACHMENTS:

1. Consulting Services Agreement with Regional Chamber of Commerce San Gabriel Valley Through June 30, 2027

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of July 1, 2026 by and between the City of Diamond Bar, a municipal corporation ("City") and the Regional Chamber of Commerce—San Gabriel Valley, a California nonprofit public benefit corporation ("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 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.

Assistant City Manager Ryan McLean (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 July 1, 2026, and shall continue until June 30, 2027 unless earlier terminated pursuant to the provisions herein.

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 Twelve Thousand dollars ($12,000) 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. Consultant shall submit to City an invoice monthly 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 properly invoiced within 35 days of receipt, but may withhold 30% of any invoice until all work is completed, which sum shall be paid within 35 days of completion of the work and receipt of all deliverables.

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.

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.

13. 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.

14. 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.

15. 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. Except as provided in this Agreement, Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right in its sole discretion to require Consultant to exclude any employee from performing services on City's premises.

16. 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.

17. Time of Completion. Reserved.

18. Time Is of the Essence. Time is of the essence in this Agreement. Consultant shall do all things necessary and incidental to the prosecution of Consultant's work.

19. Delays and Extensions of Time. Reserved.

20. 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.

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

22. 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.

23. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

24. Mediation. Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual good faith efforts to resolve the same any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

25. 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.

26. Reserved.

27. Reserved.

28. 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"
Regional Chamber of Commerce SGV	City of Diamond Bar
PO Box 5251	21810 Copley Drive
Hacienda Heights, CA 91745	Diamond Bar, CA 91765-4178
Attn.: Aziz Amiri, CEO	Attn.: Ryan McLean, Assistant City Mgr.
Phone: 626-810-8476	Phone: 909-839-7016
E-Mail: aziza@regionalchambersgv.com	E-mail: RMcLean@diamondbarca.gov

29. 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.

30. 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.

31. Severability. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

32. 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"

REGIONAL CHAMBER OF COMMERCE SAN GABRIEL VALLEY

By:_____
Lauren James
President and Chairman of the Board

"City"

CITY OF DIAMOND BAR

By: _____
Dan Fox, City Manager

ATTEST:

_____
Kristina Santana, City Clerk

Approved as to form:

By:_____
Omar Sandoval, City Attorney

EXHIBIT "A"

FY 2026-2027 CITY SERVICES CONTRACT
REGIONAL CHAMBER OF COMMERCE OF THE SAN GABRIEL VALLEY

SCOPE OF SERVICES

July 1, 2026 through June 30, 2027

A. The Chamber will partner with the City of Diamond Bar to promote business development in the City of Diamond Bar. The Chamber CEO and City Manager or their designee will meet no less than bimonthly to discuss issues impacting the Diamond Bar business community and the Chamber's efforts to carry out the terms of this agreement.

B. The City shall have a non-voting liaison position on the Regional Chamber of Commerce – San Gabriel Valley ("Chamber") Board of Directors. The position shall be appointed by the Mayor.

C. Upon commencement of this agreement, the Chamber shall provide a list of all current Diamond Bar-based business members. The Chamber shall continue efforts to increase Diamond Bar-based business membership by at least 10% by June 30, 2027.

D. The Chamber shall organize and promote open-to-the-public events that foster local business development, engagement, and economic growth, including:

- A minimum of five (5) business development/coaching workshops (including one-on-one meetings with licensed business counselors or partnerships with other reputable business development agencies) with topics relevant to the current needs of local businesses. Topics may include, but are not limited to business plan development, access to capital and financing opportunities, marketing techniques, emerging technologies, how to expand, job development, etc.
- A minimum of four (4) business networking events to be held in Diamond Bar, including the annual Mayor's Prayer Breakfast event. As an in-kind donation, the City shall provide free access to a City facility (subject to availability) for two (2) of the four (4) events. The City shall receive a minimum of two (2) complimentary passes to each scheduled networking event.

E. The Chamber shall provide support for City-sponsored business engagement programs and activities, including:

- Provide logistical support, marketing, supplies/materials and other

assistance as requested to the City in the course of staging local business engagement events, including, but not limited to, Grand Openings/Ribbon Cuttings and business milestone recognition events.

- Assist the City with the annual Diamond Bar Restaurant Week (DBRW) Program which will take place in October. Chamber shall participate in DBRW events (including the 2026 Beerfest/Taste of Diamond Bar event scheduled for Spetember 20, 2026) coordinate and solicit any donations/sponsorships, and provide a grand raffle prize to be distributed to DBRW Dine and Win contest participants at the end of the program. Chamber shall promote DBRW information on the Chamber website, as well as provide content on Chamber social media platforms. Chamber shall, whenever possible coordinate existing professional development events to take place at DBRW participating restaurants and furnish Chamber membership information to local business participants.
- Promote City-sponsored Business Watch events to Diamond Bar-based Chamber members.

F. The Chamber shall develop and implement a program designed to match Diamond Bar-based businesses with Chamber members that can provide fee-based on-demand business assistance or expertise necessary to their success, including but not limited to attorneys, human resources professionals, graphic designers, marketing professionals, etc.

G. The Chamber shall continue to upgrade its official website (www.regionalchambersgv.com), ensuring all content is current and accurate. The City shall be provided second tier banner advertising for City programs on the Chamber website at no cost.

H. The Chamber shall maintain technology designed to increase communications by facilitating mass e-mail, text, and phone outreach capabilities.

I. The Chamber shall submit quarterly reports to the City Manager or designee. At a minimum, the reports shall contain the following information:

- A list of all Diamond Bar-based businesses with active Regional Chamber of Commerce-SGV membership status.
- A summary of all Chamber Business Development Workshops held during the quarter and the total number of Diamond Bar-based businesses/residents participating.
- A summary of all Networking Events held and the total number of Diamond Bar-based businesses/residents participating.
- Website data, including the total number of website visits/hits and e-subscribers.
- A summary of other relevant Chamber activities conducted during the period, as determined by the CEO.

J. At a regular City Council meeting in May or June (to be determined by the City), the Chamber shall present an annual report to the City Council highlighting its accomplishments for the year, with particular focus on those included in this scope of services.

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Printing and Mailing Services for the City Newsletter and Recreation Guide with The Dot Printer, Inc.

STRATEGIC GOAL: Open, Engaged and Responsive Government

RECOMMENDATION:

Approve, and authorize the City Manager to issue, a Purchase Order to The Dot Printer, Inc. for printing and mailing services in the not-to-exceed amount of $78,981 for FY 2026/27.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Purchase Order for Fiscal Year 2026/27 would be $78,981 which includes the bid amount of $71,801 plus a 10% contingency amount of $7,180. Sufficient funds are included in the Fiscal Year 2026/27 Community Relations Operating Budget to cover such expenditures.

BACKGROUND:

The City's monthly newsletter, Diamond Bar Connection, is a valuable communication tool used to keep residents and businesses informed about City projects, programs and services. Diamond Bar Connection is produced as a four-page publication five times a year, to a six-page publication four times a year, and increases to a 32-page publication in April, August and December to include the seasonal recreation guide. It is mailed to approximately 22,100 Diamond Bar residential and business addresses, with extra copies printed for placement on information racks in various City facilities and distribution at community events throughout the year.

ANALYSIS:

To accommodate the printing and mailing of the newsletter and recreation guide, the Community Relations Division solicited proposals from qualified commercial printers through the PlanetBids portal. Of the 46 vendors that were notified of the bidding opportunity, six printers responded, with bid amounts ranging from $71,801 to $170,720. The lowest responsive bid was received from The Dot Printer, Inc. Based in Irvine, The Dot Printer is a full-service printer that has been in business since 1980. They have the equipment and expertise to manage the printing and mailing of both publications in-house using 30% post-consumer recycled content paper, in compliance with CalRecycle's SB 1383 regulations.

PREPARED BY:

Cecilia Arellano, Community Relations Manager, Community Relations

ATTACHMENTS:

1. PlanetBids Bid Summary-Printing and Mailing Services 2026
2. FY27 Newsletter Rec Guide Printing Quotation Packet

Solicitation Detail

Title	Printing and Mailing of the City Newsletter and Recreation Guide
Invitation #	CRD-2026-001
Solicitation Posting Date	05/26/2026 11:12 AM (PDT)
Stage	Closed
Submission Due Date	06/05/2026 12:00 PM (PDT)
Submission Format	Electronic only
Link to Solicitation	https://vendors.planetbids.com/portal/39500/bo/bo-detail/142463
Reference ID	
Solicitation Type	RFQ (Request for Quote)
Response Types	Line Items Proposal must be submitted on company letterhead, and include completed bid sheet (required) General Attachment
Type of Award	Lump Sum
Categories	541860 - Direct Mail Advertising
License Requirements	
Preferences	Local - Local Business
Restriction	None
Restricted To	
Department	City Managers
Address	21810 Copley Drive Diamond Bar, California 91765
County	Los Angeles
Solicitation Valid	
Liquidated Damages	
Target Bid Amount	
Estimated Award Value	
Start/Delivery Date	
Solicitation Duration	
Prevailing Wage	No
Cooperative Bid	No
Piggy-backable	No
eBid Notes	Submit proposal on PlanetBids, as well as by email to Community Relations Manager Cecilia Arellano at carellano@diamondbarca.gov to include cover letter and completed bid sheet (attached) and W-9 form. Deadline for proposals is noon Thursday, June 4, 2026.

Pre-Bid Meeting Information

Pre-Bid Meeting	No

Online Q&A

Online Q&A	No

Contact Information

Contact Info	Cecilia Arellano, Community Relations Division / 909-839-7056 carellano@diamondbarca.gov
Submissions to	Community Relations Manager Cecilia Arellano
Owner's Agent	Cecilia Arellano

Description

Scope of Services

The City is soliciting bids from qualified local vendors (Southern California, preferably from the San Gabriel - Pomona Valleys). The City's newsletter, Diamond Bar Connection, is delivered to residents and businesses in a 4-page format six (6) times per year, and three (3) times per year in a six-page format. Three times per year it is expanded to a 32-page format to include the recreation activities guide. Copies of previously issued newsletters are available upon request or on the City's website at www.diamondbarca.gov/dbconnection.

City staff or designee will provide packaged file electronically to vendor and vendor shall provide full-size color proof in PDF format, printing and/or mailing services as follows:

Newsletter – 4-page (6 times a year)
- Flat size: 16.75" x 10.875 folded and trimmed to final size: 8.375" x 10.875"
- Color: 4/4 process with bleeds
- Paper: 80# with 30% PCW fiber

Newsletter – 6-page (3 times a year)
- Flat size: 25.125" x 10.875" folded & trimmed to 8.375" x 10.875"
- Color: 4/4 process with bleeds
- Paper: 80# with 30% PCW fiber

Recreation Guide – 32-page, includes cover (3 times a year)
- Flat size: 16.75" x 10.875", finished size of 8.375" x 10.875, saddle stitched on 10.875" side
- Color: 4/4 process with bleeds
- Paper: 70# with 30% PCW fiber

Mailing Services
Newsletters are to be addressed, sorted for bulk mailing by ZIP Code. Delivery is required to Chino Post Office for verification, and then to Diamond Bar DDV Post Office and Walnut DDV Post Office.

- Postage will be paid using the City's bulk permit account – permit held at the Chino Post Office.

- Vendor must secure mailing list for all residential and commercial addresses in Diamond Bar, (includes 91765 and some 91789 ZIP Codes).

- Vendor must submit to City a receipt from U.S. Post Office indicating mailing count, postage fees and balance for each mailing.

Mailing Schedule
City staff will coordinate mailing dates with selected vendor to ensure each issue is delivered to each residential and business address no later than the 1st of every month. Proposal must include the estimated turnaround* for printing and processing once final proof is approved.
*The selected vendor will be able to meet tight turnaround deadlines (within five days) after receipt of files, and will be able to accommodate last minute additions and corrections.

Other Details	Paper must have at least 30% PCW recycled content,
Notes	
Special Notices	In reviewing and evaluating the response to this RFP, City staff will be considering the following:

Responsiveness and comprehensiveness of the proposal with respect to this Request for Proposal (RFP), Availability of the company and their ability to meet the proposal scope of work, Information obtained from references, and Cost of quoted items.
The City reserves the right to reject any or all proposals and may elect to make a decision without further discussion or negotiation. This solicitation for proposals is not to be construed as a contract or order of any kind. The City is not liable for any costs or expenses incurred in the preparation of the proposal.

Local Programs & Policies

Documents

File Title	File Name	Status
W9	w9 2024.pdf	On Server
Printing Bid Sheet	Printing Bid Sheet 2026.pdf	On Server

Download Cost $0.00

Line Items

Item #	Item Code	Section	Type	Description	UOM	Qty	Reference	MFR	Model #	Brand Req	Brand	Delivery Loc
1		Section 1		Total Cost	Total	1						

Vendor Notification

City of Diamond Bar
Vendor List

46 vendors notified

05/26/2026 11:12 AM (PDT) 46 vendors notified

using Criteria Category:
541860 - Direct Mail Advertising

Vendors
ACP Publications & Marketing (706594)
alpha printing & graphics inc (1175389)
BrightKey, Inc. (705377)
Direct Connection (708337)
Element 7, LLC (761125)
ESP Computer Services (1417403)
EXL Media (849136)
FR technolabs (1677460)
Geographics (729587)
Graphic Printsource Inc (1027145)
Haggarty Printing Inc. (705499)
Harrisburg Corporation (705839)
Hodgman Enterprises (705206)
Infinite Graphics, LLC (873371)
Ishkaster LLC (1275073)
KES Mail, Inc. (1623458)
KSJV 2 Inc. (772884)
Lanae Norwood Consulting LLC (1621582)
MC2 Design Group, Inc. (708877)
Mekong Printing (706328)
Nifty Package Co, Inc. (1276697)
NsyncMedia Graphics, LLC (1277036)
OCDM Direct Marketing (1060847)
Pastilla Inc (759565)
Proforma Surf City Promo (705260)
Prographics (706205)
Provisions MC (1597684)
PS Creative Marketing (1283306)
Response Marketing and Mailing (1182040)
RNDRT Consulting (850688)
Rocket Launch Marketing & Public Relations (1444449)
RVM ENTERPRISE LLC (911167)
S. Groner Associates (711452)
Simpson Advertising, Inc (706296)
SNAP MARKETING (724141)
So Cal Mailing Services (706761)
Social Ten Media (1024575)
Staplrs (707354)
Sunwest Printing,Inc. (708557)
The Dot Printer, Inc. (1598316)
The Q Team (755793)
The Ultimate PrintSource, Inc. (1173969)
Toppan Merrill LLC (1054440)
Tripepi Smith and Associates, Inc. (705411)
Wendy J Strack Consulting LLC (708048)
WMFY We Mail For You Inc (1273542)

05/26/2026 11:13 AM (PDT) No vendors notified

using Criteria Category:

541860 - Direct Mail Advertising

Prospective Bidders

7 Prospective Bidders

Vendor	Contact	Vendor Type	Status
ACP Publications & Marketing (3253829) 10266 Birtcher Dr. Jurupa Valley, California 91752 United States	**Contact:** Carmina Ortiz **Phone:** 951-681-1313 **Fax:** 951-681-1318 **Email:** carmina@acppub.com	FSD	Bidder
Direct Connection (3250896) 1538 Arrow Hwy La Verne, California 91750 United States	**Contact:** Christopher Hodgman **Phone:** 909-392-2334 **Fax:** 909-392-2339 **Email:** chris@directconnectionmail.com		Bidder
I Color Printing & Mailing, Inc. (3247530) 13000 South Broadway Los Angeles, California 90061 United States	**Contact:** Sameer Khan **Phone:** 310-997-1452 **ext.** 128 **Fax:** 310-997-1457 **Email:** sameer@icolorprinting.net		Bidder
Infinite Graphics, LLC (3245533) 20268 Carrey Rd. Walnut, California 91789 United States	**Contact:** Yamit Ratanjee **Phone:** 909-595-1108 **Fax:** **Email:** yamit@dayandnite.com		Bidder
KES Mail, Inc. (3253968) 2930 Vail Ave Commerce, California 90040 United States	**Contact:** Steven Krizek **Phone:** 310-970-8041 **ext.** 202 **Fax:** 310-970-8046 **Email:** stevek@kesmail.com	DGS	Bidder
Lester Lithograph, Inc. (3245414) 1128 North Gilbert Street Anaheim, California 92801 United States	**Contact:** Tim Carrasco **Phone:** 714-491-3981 **ext.** 224 **Fax:** **Email:** tcarrasco@castlepress.com	DGS, WBE	Bidder
The Dot Printer, Inc. (3245214) 2424 McGaw Ave Irvine, California 92614 United States	**Contact:** Eriq Zazueta **Phone:** 414-712-6952 **Fax:** **Email:** ezazueta@thedotcorp.com		Bidder

Addenda

None

Q&A

None

Email History

May 29, 2026 5:30 AM (PDT)
Solicitation Closing Reminder: Bid Closing Reminder for Printing and Mailing of the City Newsletter and Recreation Guide (CRD-2026-001)

To: Lester Lithograph, Inc. (tcarrasco@castlepress.com), Infinite Graphics, LLC (yamit@dayandnite.com), I Color Printing & Mailing, Inc. (sameer@icolorprinting.net), The Dot Printer, Inc. (ezazueta@thedotcorp.com)

This is a reminder that all bids for Printing and Mailing of the City Newsletter and Recreation Guide (CRD-2026-001) are due on June 5, 2026 12:00 PM (Pacific).

All bids must be received prior to bid closing. If you wish to edit a submitted bid you have until bid closing to do so. Please visit the bid details for more information.

If you do not intend to bid, please update your prospective bidder status to non-bidder by clicking on the "My PB Profile" button on the Prospective Bidders tab.

City of Diamond Bar
BID /QUOTATION WORKSHEET FORM

Attach Written Bids from Vendors To This Form

Employee Name:	**Cecilia Arellano**	**Dept./Div.:**	Community Relations
Extension:		**Date:**	6/8/26
Account Number:	100240-52110		
Description of Item(s) or Service(s):		**Quantity:**	

Printing and mailing services - nine monthly newsletters and four seasonal recreation guides for fiscal year 2027.

	Vendor Name	Date of Quote	Phone Number:	Method (email/fax/phone)
1	**THE DOT PRINTER**	6/5/2026	414-712-6952	
Address	2424 McGAW AVE., IRVINE, CA 92614		**Contact:**	ERIQ ZAQUETA
2	**DIRECT CONNECTION MAILING**	6/4/2026	310-997-1452	
Address	1538 E. ARROW HIGHWAY, LA VERNE, CA 91750		**Contact:**	CHRIS HODGMAN
3	**iCOLOR PRINTING & MAILING**	6/1/2026	714-550-9779	
Address	937 PINE AVENUE, LONG BEACH, CA 90813		**Contact:**	SAMEER KHAN

BID/QUOTE TABULATION

		THE DOT PRINTER		**DIRECT CONNECTION**		**iCOLOR PRINTING & MAILING**	
Description:	**Quantity:**	**Unit Price:**	**Total:**	**Unit Price**	**Total:**	**Unit Price**	**Total:**
4-Page Newsletter	6	$ 2,747.08	$ 16,482.48	$ 3,531.70	$ 21,190.20	$ 3,018.66	$ 18,111.96
6-Page Newsletter	3	$ 4,419.94	$ 13,259.82	$ 4,581.09	$ 13,743.27	$4,463.33	$ 13,389.99
32-Page Rec Guide	3	$ 14,019.46	$ 42,058.38	$ 14,832.00	$ 44,496.00	$16,368.33	$ 49,104.99
		Subtotal:	$ 71,800.68	**Subtotal:**	$ 79,429.47	**Subtotal:**	$ 80,606.940
		TOTAL:	**$ 71,800.68**	**TOTAL:**	**$ 79,429.47**	**TOTAL:**	**$ 80,606.94**

City of Diamond Bar
BID /QUOTATION WORKSHEET FORM

Attach Written Bids from Vendors To This Form

Employee Name:	**Cecilia Arellano**	**Dept./Div.:**	Community Relations
Extension:		**Date:**	6/8/26
Account Number:	100240-52110		
Description of Item(s) or Service(s):		**Quantity:**	

Printing and mailing services - nine monthly newsletters and four seasonal recreation guides for fiscal year 2027.

	Vendor Name	Date of Quote	Phone Number:	Method (email/fax/phone)
4	**DAY & NITE PRINTING & GRAPHICS**	6/2/2026	909-595-1108	
Address	20268 CARREY ROAD, WALNUT, CA 91789		**Contact:**	YAMIT RATANJEE
5	**KES MAIL, INC**	6/4/2026	310-970-8041	
Address	2930 VAIL AVE., COMMERCE, CA 90040		**Contact:**	STEVEN KRIZEK
6	**ACP PUBLICATIONS & MARKETING**			
Adddress	10266 BIRTCHER DRIVE, JURUPA VALLEY, CA 91752		**Contact:**	CARMINA BAUTISTA

BID/QUOTE TABULATION

		DAY & NITE PRINTING & GRAPHICS		KES MAIL, INC.		ACP PUBLICATIONS & MARKETING	
Description:	**Quantity:**	**Unit Price:**	**Total:**	**Unit Price**	**Total:**	**Unit Price**	**Total:**
4-Page Newsletter	6	$ 4,175.45	$ 25,052.70	$ 4,825.98	$ 28,955.88	$ 7,524.46	$ 45,146.76
6-Page Newsletter	3	$6,208.95	$ 18,626.85	$ 6,670.82	$ 20,012.46	$8,611.00	$ 25,833.00
32-Page Rec Guide	3	$ 15,478.86	$ 46,436.58	$ 21,182.24	$ 63,546.72	$33,246.57	$ 99,739.71
		Subtotal:	$ 90,116.13	**Subtotal:**	$ 112,515.06	**Subtotal:**	$ 170,719.47
		TOTAL:	**$ 90,116.13**	**TOTAL:**	**$ 112,515.06**	**TOTAL:**	**$ 170,719.47**

City of Diamond Bar

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765
Attn: Cecilia Arellano, Community Relations Manager
RE: Proposal Submission – Printing and Mailing of City Newsletter and Recreation Guide (FY26)
06/05/2026 12:00 PM (PDT)

Cover Letter

Dear Cecilia,

On behalf of Dot Printer, I am pleased to submit our bid for the Printing and Mailing of the City Newsletter and Recreation Guide CRD-2026-001.

Dot Printer has experience working with cities, public agencies, and community organizations on printed materials such as newsletters, recreation guides, brochures, postcards, and other mailed pieces. We understand how important these publications are for keeping residents informed, and we take pride in producing quality work that is accurate, professional, and delivered on time.

For this project, our team is prepared to handle the printing, mailing preparation, sorting, bundling, and delivery needed to complete each newsletter and recreation guide mailing. We will make sure communication stays clear throughout the process and that each mailing is handled with care from start to finish.

We appreciate the opportunity to submit our bid and would be grateful for the chance to work with the City on this project. Please let me know if there is anything else you need from us.

Sincerely,

Eriq Zazueta

Business Development Representative

City of Diamond Bar

Request for BID - BID SHEET

Printing and Mailing of City Newsletter and Recreation Guide

Deadline for submissions: noon on Thursday, June 4, 2026

Vendor The Dot Printer, Inc.

Address 2424 McGaw Ave Irvine, CA 92614

Representative Name Eriq Zazueta, Business Development Representative

Phone 414-712-6952 Email Eriq Zazueta

CITY NEWSLETTER - 4 PAGE ISSUE

Description	Quantity	Monthly Price	6 Month Total
4 Page Newsletter	22,500	$1,549.92	$9,299.52
Sales Tax		$151.12	$906.72
Post Office Deliver Fee		$240.00	$1,440.00
Total Cost		$1,941.04	$11,646.24
Additonal Copies	1,000	$92.19	$553.14
Sales Tax		$8.99	$53.94
City Hall Delivery Fee		$75.00	$450.00
Mailing Services Fee		$629.86	$3,779.16
Total Cost		$806.04	$4,836.24

CITY NEWSLETTER - 6 PAGE ISSUE

Description	Quantity	Monthly Price	3 Month Total
6 Page Newsletter	22,500	$2,988.57	$8,965.71
Sales Tax		$291.39	$874.17
Post Office Deliver Fee		$240.00	$720.00
Total Cost		$3,519.96	$10,559.88
Additonal Copies	1,000	$177.79	$533.37
Sales Tax		$17.33	$51.99
City Hall Delivery Fee		$75.00	$225.00
Mailing Services Fee		$629.86	$1,889.58
Total Cost		$899.98	$2,699.94

CITY NEWSLETTER - 32 PAGE ISSUE

City of Diamond Bar

Request for BID - BID SHEET

Printing and Mailing of City Newsletter and Recreation Guide

Deadline for submissions: noon on Thursday, June 4, 2026

Description	Quantity	Monthly Price	3 Month Total
32 Page Recreation Guide	22,500	$10,603.14	$31,809.42
Sales Tax		$1,033.81	$3,101.43
Post Office Deliver Fee		$240.00	$720.00
Total Cost		$11,876.95	$35,630.85
Additonal Copies	2,500	$1,419.43	$4,258.29
Sales Tax		$138.39	$415.17
City Hall Delivery Fee		$75.00	$225.00
Mailing Services Fee		$509.69	$1,529.07
Total Cost		$2,142.51	$6,427.53

Grand total must include all fees, including additonal copies, sales tax, delivery, and mailing charges.

Annual Grand Total $71,800.68

QUESTION

Turnaround days for delivery to post office after files are received:	5 days

Representative Signature



Date

06/05/2026

Page 2 of 2

Direct Connection
1538 Arrow Hwy, La Verne, CA 91750 | (909) 392-2334 | Chris@DirectConnectionMail.com

SUBMITTED TO

City of Diamond Bar

21810 Copley Dr, Diamond Bar, CA 91765

Printing and Mailing of Diamond Bar City Newsletter and Recreation Guide

Fiscal Year 2026 - 2027

City of Diamond Bar

Request for BID – BID SHEET | Printing and Mailing of City Newsletter and Recreation Guide

Deadline for submissions: noon on Thursday, June 4, 2026

Vendor: Direct Connection Mailing **Address:** 1538 Arrow Hwy

Representative Name: Christopher Hodgman **Phone:** (909) 297-6008 **Email:** Chris@directconnectionmail.

CITY NEWSLETTER – 4 PAGE ISSUE

Description	Quantity	Monthly Price	6-Month Total
4 Page Newsletter	22,500	$2,700.00	$16,200.00
Sales Tax		$0	$0
Post Office Delivery Fee		$200.00	$1,200.00
Total Cost		$2,900.00	$17,400.00

Additional Copies

Description	Quantity	Monthly Price	6-Month Total
Additional Copies	1,000	$120.00	$720.00
Sales Tax		$11.70	$70.200
City Hall Delivery Fee		$50.00	$300.00
Mailing Services Fee		$450.00	$2,700.00
Total Cost		$3,531.70	$21,190.00

CITY NEWSLETTER – 6 PAGE ISSUE

Description	Quantity	Monthly Price	3-Month Total
6 Page Newsletter	22,500	$3,700.00	$16,200.00
Sales Tax		$0.00	$0.00
Post Office Delivery Fee		$200.00	$600.00
Total Cost		$3,900.00	$11,700.00

Additional Copies

Description	Quantity	Monthly Price	3-Month Total
Additional Copies	1,000	$165.00	$495.00
Sales Tax		$160.09	$48.27
City Hall Delivery Fee		$50.00	$150.00
Mailing Services Fee		$450.00	$1,350.00
Total Cost		$4,581.09	$13,743.27

City of Diamond Bar

Request for BID – BID SHEET | Printing and Mailing of City Newsletter and Recreation Guide

Deadline for submissions: noon on Thursday, June 4, 2026

CITY NEWSLETTER – 32 PAGE ISSUE

Description	Quantity	Monthly Price	3-Month Total
32 Page Recreation Guide	22,500	$12,375.00	$37,125.00
Sales Tax		$0.00	$0.0
Post Office Delivery Fee		$200.00	$600.00
Total Cost		$12,575.00	$37,725.00

Additional Copies

Description	Quantity	Monthly Price	3-Month Total
Additional Copies	2,500	$1,375.00	$4,125.00
Sales Tax		$132.00	$396.00
City Hall Delivery Fee		$50.00	$150.00
Mailing Services Fee		$700.00	$2,100.00
Total Cost		$14,832.00	$44,496.00

Annual Grand Total $79,429.47

Turnaround days for delivery to post office after files are received: 5-6 business da

Grand total must include all fees, including additional copies, sales tax, delivery, and mailing charges.

Representative Signature: Christopher Hodgman **Date:** 06/04/2026

13000 S. Broadway
Los Angeles CA 90061
(310) 997-1452
www.icolorprinting.net

June 03, 2026

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

REF: Letter of Transmittal – CRD-2026-001 •
Printing and Mailing of the City Newsletter and Recreation Guide

Dear Cecilia,

Thank you for the opportunity to present the services of my firm, I Color Printing & Mailing Inc. (iColor). Please allow this letter to serve as our interest to submit our bid package as outlined in the above referenced bid. Enclosed herewith, please find our bid pricing sheet for your review. We have reviewed the bid extensively and are confident that you will find the information contained within to be clear, concise and informational.

Identification of Offeror:	
Name:	I Color Printing & Mailing Inc.
Corp Headquarters:	13000 S Broadway Los Angeles, CA 90061
Offeror's Representative:	Sameer Khan
Office Phone:	310-997-1452
Direct (preferred):	310-920-7260
Email Address:	sameer@icolorprinting.net
Status:	Private held – C Corporation

We appreciate the opportunity to submit this proposal and remain at your disposal for any additional information or clarification you may require. Please feel free to contact me at any time. Thank you, and we look forward to servicing you soon.

Sincerely,

Sameer Khan

City of Diamond Bar

Request for BID - BID SHEET

Printing and Mailing of City Newsletter and Recreation Guide

Deadline for submissions: noon on Thursday, June 4, 2026

Vendor I Color Printing & Mailing, Inc.

Address 13000 South Broadway., Los Angeles, CA 90061

Representative Name Sameer Khan

Phone 310-997-1452 Email sameer@icolorprinting.net

CITY NEWSLETTER - 4 PAGE ISSUE

Description	Quantity	Monthly Price	6 Month Total
4 Page Newsletter	22,500	$2,350.00	$14,100.00
Sales Tax		$0.00	$0.00
Post Office Deliver Fee		$250.00	$1,500.00
Total Cost		$2,829.13	$15,600.00
Additonal Copies	1,000	$102.00	$612.00
Sales Tax		$0.00	$0.00
City Hall Delivery Fee		$175.00	$1,050.00
Mailing Services Fee		$850.00	$850.00
Total Cost		$1,136.95	$2,512.00

CITY NEWSLETTER - 6 PAGE ISSUE

Description	Quantity	Monthly Price	3 Month Total
6 Page Newsletter	22,500	$3,600.00	$10,800.00
Sales Tax		$0.00	$0.00
Post Office Deliver Fee		$250.00	$750.00
Total Cost		$4,201.00	$11,550.00
Additonal Copies	1,000	$155.00	$465.00
Sales Tax		$0.00	$0.00
City Hall Delivery Fee		$175.00	$525.00
Mailing Services Fee		$850.00	$850.00
Total Cost		$1,195.11	$1,840.00

CITY NEWSLETTER - 32 PAGE ISSUE

City of Diamond Bar

Request for BID - BID SHEET

Printing and Mailing of City Newsletter and Recreation Guide

Deadline for submissions: noon on Thursday, June 4, 2026

Description	Quantity	Monthly Price	3 Month Total
32 Page Recreation Guide	22,500	$14,150.00	$42,450.00
Sales Tax		$0.00	$0.00
Post Office Deliver Fee		$250.00	$750.00
Total Cost		$15,779.63	$43,200.00
Additonal Copies	2,500	$1,510.00	$4,530.00
Sales Tax		$0.00	$0.00
City Hall Delivery Fee		$175.00	$525.00
Mailing Services Fee		$850.00	$850.00
Total Cost		$2,682.23	$5,905.00

Grand total must include all fees, including additonal copies, sales tax, delivery, and mailing charges.

Annual Grand Total $80,607.00

QUESTION

Turnaround days for delivery to post office after files are received:	5 Days

Representative Signature

Date 06.01.26

DAY & NITE
PRINTING & GRAPHICS

Yamit Ratanjee
909.595.1108
20268 Carrey Rd.
Walnut, CA 91789

Day & Nite originated as a textbook printing press exclusively serving Mount San Antonio College. Under new ownership in 2020, we expanded our services to encompass full-service commercial printing, promotional items, and engraving and personalization. This evolution has positioned us as a comprehensive printing and promotional solutions provider, offering awards and personalized items to the communities of Diamond Bar, Walnut, and the surrounding areas. Our core mission remains unwavering: delivering exceptional customer service and top-quality products.

Our customers consistently express satisfaction with our printing and personalization capabilities. On the following page is the price breakdown for each mailing.

We appreciate your time and consideration. We look forward to working with you.

Sincerely,

Yamit Ratanjee

Yamit Ratanjee
Owner of Day & Nite Printing

DAY & NITE
PRINTING & GRAPHICS

Yamit Ratanjee
909.595.1108
20268 Carrey Rd.
Walnut, CA 91789

CITY NEWSLETTER - 4 PAGE ISSUE

Description	Quantity	Monthly Price	6 Month Total
4 Page Newsletter	22,500	$3,093.00	$18,558.00
Sales Tax		$301.57	$1,809.41
Post Office Deliver Fee		$220	$1,320.00
Total Cost		$3,614.57	$21,687.41
Additonal Copies	1,000	$137.47	$824.82
Sales Tax		$13.41	$80.46
City Hall Delivery Fee		$60	$360
Mailing Services Fee		$350	$2,100
Total Cost		$560.88	$3,365.28

CITY NEWSLETTER - 6 PAGE ISSUE

Description	Quantity	Monthly Price	3 Month Total
6 Page Newsletter	22,500	$4,867	$14,601
Sales Tax		$474.54	$1,423.60
Post Office Deliver Fee		$220	$660
Total Cost		$5,561.54	$16,684.60
Additonal Copies	1,000	$216.32	$648.96
Sales Tax		$21.10	$63.28
City Hall Delivery Fee		$60	$180
Mailing Services Fee		$350	$1,050
Total Cost		$647.42	$1,942.24

DAY & NITE
PRINTING & GRAPHICS

Yamit Ratanjee
909.595.1108
20268 Carrey Rd.
Walnut, CA 91789

Description	Quantity	Monthly Price	3 Month Total
32 Page Recreation Guide	22,500	$12,097.71	$36,293.13
Sales Tax		$1,179.53	$3,538.58
Post Office Deliver Fee		$220	$660
Total Cost		$13,497.24	$40,491.71
Additonal Copies	2,500	$1,350.00	$4,050.00
Sales Tax		$131.63	$394.88
City Hall Delivery Fee		$150	$450
Mailing Services Fee		$350	$1,050
Total Cost		$1,981.63	$5,944.88

Grand total must include all fees, including additonal copies, sales tax, delivery, and mailing charges.

Annual Grand Total $90,116.12

QUESTION

Turnaround days for delivery to post office after files are received:	7-8 Business Days after art approval.

Representative Signature

Yamit Ratanjee

Date

6/02/2026

MAILING • FULFILLMENT • PRINTING

Cover Letter

This proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not named therein; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal, and the proposer has not in any manner sought by collusion to secure for themselves an advantage over any other proposer.

Legal Business Name: KES Mail, Inc.
Address: 2930 Vail Ave, Commerce CA 90040-2616
Phone: (310) 970-8041
Website: www.kesmail.com
Business Status: Corporation

Person authorized to represent the proposer in negotiations: Steven A. Krizek

Title: CEO
Address: KES Mail, Inc., 2930 Vail Ave, Commerce CA 90040-2616
Phone: (310) 970-8041 ext. 202
Email: stevek@kesmail.com

Alternatives/conditions to requirements: N/A

Regards,



Steven A. Krizek
CEO

City of Diamond Bar

Request for BID - BID SHEET

Printing and Mailing of City Newsletter and Recreation Guide

Deadline for submissions: noon on Thursday, June 4, 2026

Vendor KES Mail, Inc.

Address 2930 Vail Ave, Commerce CA 90040

Representative Name Steve Krizek

Phone (310) 970-8041 Email (310) 970-8041

CITY NEWSLETTER - 4 PAGE ISSUE

Description	Quantity	Monthly Price	6 Month Total
4 Page Newsletter	22,500	$2,955.50	$17,733.00
Sales Tax		$310.33	$1,861.98
Post Office Deliver Fee		$400.00	$2,400.00
Total Cost		$3,665.83	$21,994.98
Additonal Copies	1,000	$131.36	$788.16
Sales Tax		$13.79	$82.74
City Hall Delivery Fee		$50.00	$300.00
Mailing Services Fee		$965.00	$5,790.00
Total Cost		$4,825.98	$28,955.88

CITY NEWSLETTER - 6 PAGE ISSUE

Description	Quantity	Monthly Price	3 Month Total
6 Page Newsletter	22,500	$4,554.00	$13,662.00
Sales Tax		$478.17	$1,434.51
Post Office Deliver Fee		$400.00	$1,200.00
Total Cost		$5,432.17	$16,296.51
Additonal Copies	1,000	$202.40	$607.20
Sales Tax		$21.25	$63.75
City Hall Delivery Fee		$50.00	$150.00
Mailing Services Fee		$965.00	$2,895.00
Total Cost		$6,670.82	$20,012.46

CITY NEWSLETTER - 32 PAGE ISSUE

City of Diamond Bar

Request for BID - BID SHEET

Printing and Mailing of City Newsletter and Recreation Guide

Deadline for submissions: noon on Thursday, June 4, 2026

Description	Quantity	Monthly Price	3 Month Total
32 Page Recreation Guide	22,500	$16,100.00	$48,300.00
Sales Tax		$1,690.50	$5,071.50
Post Office Deliver Fee		$400.00	$1,200.00
Total Cost		$18,190.50	$54,571.50
Additonal Copies	2,500	$1,788.90	$5,366.70
Sales Tax		$187.84	$563.52
City Hall Delivery Fee		$50.00	$150.00
Mailing Services Fee		$965.00	$965.00
Total Cost		$21,182.24	$63,546.72

Grand total must include all fees, including additonal copies, sales tax, delivery, and mailing charges.

Annual Grand Total $112,515.06

QUESTION

Turnaround days for delivery to post office after files are received:	PDF proof within 24 hours after receipt of files. 4-pg and 6-pg Newsletter printed and mailed within 5 business days from approval. 32-pg Guide printed and mailed within 7 business days from approval.

Representative Signature

Date

6/4/2026

Page 2 of 2

June 3, 2026

City of Diamond Bar
21810 Copley Dr.
Diamond Bar, CA 91765
Attn: Cecilia Arellano, Community Relations Division

It is a pleasure to offer our Bid# 26-369 for the City of Diamond Bar's Printing and Mailing of City Newsletter and Recreation Guide.

Our company, ACP Publications & Marketing, is an award-winning, local, small business located in Jurupa Valley, CA. We provide translations, graphic design, printing, mailing, corporate apparel, promotional items, signage and event displays. We support public agencies and private utilities and are honored to state we have fostered long-term relationships with our clients by providing peace of mind service. We have the internal capabilities to produce your project with quality, timeliness, and excellent service.

References and samples are available upon request. I am also available to meet with you and your team in person if you'd like to discuss the project and our services.

As a note, our company does not provide sensitive information without it being on our secure link, therefore I am not submitting the W9 with this Bid but will do so if we are awarded the opportunity to work with you.

We look forward to and appreciate the opportunity to be an extension of your team.

Thank you,

Carmina Bautista-Ortiz
Co-owner, Business Development

P: 951.681.1313 • F: 951.681.1318
WWW.ACPPUB.COM
10266 BIRTCHER DR., JURUPA VALLEY, CA 91752

City of Diamond Bar

Request for BID - BID SHEET

Printing and Mailing of City Newsletter and Recreation Guide

Deadline for submissions: noon on Thursday, June 4, 2026

Vendor ACP Publications & Marketing Proposal # 26-369

Address 10266 Birtcher Dr., Jurupa Valley, CA 91752

Representative Name Carmina Bautista-Ortiz

Phone 951-681-1313 Email Carmina@acppub.com

CITY NEWSLETTER - 4 PAGE ISSUE

Description	Quantity	Monthly Price	6 Month Total
4 Page Newsletter	22,500	$6,564	$39,384
Sales Tax		$639.99	$3,839.94
Post Office Deliver Fee		0	0
Total Cost		$7,203.99	$43,223.94
Additonal Copies	1,000	$292.00**	$1752.00**
Sales Tax		$28.47	$170.82
City Hall Delivery Fee		0	0
Mailing Services Fee		Included above	Included above
Total Cost		$320.47	$1922.82

CITY NEWSLETTER - 6 PAGE ISSUE

Description	Quantity	Monthly Price	3 Month Total
6 Page Newsletter	22,500	$7,513.00	$22,539.00
Sales Tax		$732.52	$2197.55
Post Office Deliver Fee		0	0
Total Cost		$8,245.52	$24,736.55
Additonal Copies	1,000	$333.00**	$999.00**
Sales Tax		$32.47	$97.40
City Hall Delivery Fee		0	0
Mailing Services Fee		Included above	Included above
Total Cost		$365.47	$1,096.40

CITY NEWSLETTER - 32 PAGE ISSUE

City of Diamond Bar

Request for BID - BID SHEET

Printing and Mailing of City Newsletter and Recreation Guide

Deadline for submissions: noon on Thursday, June 4, 2026

Description	Quantity	Monthly Price	3 Month Total
32 Page Recreation Guide	22,500	$27,264.00	$81,792.00
Sales Tax		$2,658.24	$7,974.72
Post Office Deliver Fee		0	0
Total Cost		$29,922.24	$89,766.72
Additonal Copies	2,500	$3,029.00**	$9,087.00**
Sales Tax		$295.33	$885.98
City Hall Delivery Fee		0	0
Mailing Services Fee		Included above	Included above
Total Cost		$3,324.33	$9,972.98

Grand total must include all fees, including additonal copies, sales tax, delivery, and mailing charges.

Annual Grand Total $170,719.41 if all are 12 issues are ordered(including the additional thousands) Also, items marked with ** would need to be produced at the same time as the 22,500 in order to keep the price.

QUESTION

Turnaround days for delivery to post office after files are received:	Once proof is approved, please allow 3 working days for the 4 pager, 5 working days for the 6 pager and 7-8 working days for the 32 pager.

Representative Signature

Date

6/4/26

It is our pleasure to provide our services to the City of Diamond Bar. We hope to have the opportunity to work with you and your team. Please note, ACP Publications & Marketing's prices may be subject to change due to increases in material costs out of our control. We strive to maintain the prices quoted, and will notify client if there is a price increase.

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: First Amendment to the Consulting Services Agreement with Roth Staffing Companies for Temporary Staffing Services.

STRATEGIC GOAL: Open, Engaged and Responsive Government

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the First Amendment to the Consultant Services Agreement with Roth Staffing Companies.

FINANCIAL IMPACT:

The First Amendment would increase the total not-to-exceed compensation under the Agreement by $45,000 for a total of $89,999. Sufficient funds are available in the FY 2026/27 operating budget to cover the cost of such services.

BACKGROUND:

In late 2025, the City's Finance Department experienced a long-term employee absence, and eventual separation, which resulted in a need for temporary staffing assistance at the professional accountant level. During that same time period, the City Clerk's Office had a series of planned and unplanned staff absences that required temporary staffing assistance as to not disrupt City operations at the front counter of City Hall. Under the City Manager's authority, the City entered into a consultant services agreement with Roth Staffing Companies to provide temporary staff to both the Finance Department and City Clerk's Office.

ANALYSIS:

The City previously used Roth Staffing temporary staffing services to assist with short-term employee absences and found them to consistently provide reliable and qualified staff. This amendment would allow City departments, as needed, to utilize the temporary staffing services from Roth Staffing Companies to fill-in with temporary staff so that City operations and service levels remain at consistent and productive levels. Temporary staffing services are only utilized on an on-call or as-needed basis and not meant to supplement or replace City personnel on a long-term basis. Without the use of temporary staffing services, the City departments, and in some cases members of the public, may experience service delays, lower productivity and/or an increased strain on existing staff.

The proposed First Amendment to the Consulting Services Agreement would extend the not-to-exceed amount by $45,000 for FY 2026/27. City departments would pay for temporary staffing services through authorized and budgeted funds from salary savings and/or professional services accounts.

LEGAL REVIEW:

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

PREPARED BY:

Amy Haug, Director, Human Resources & Risk Management

ATTACHMENTS:

1. Roth Staffing Companies Ammendment No. 1

Docusign Envelope ID: 55E1DCBC-B75D-8136-821A-229406BA9782

AMENDMENT NO. 1
TO
STAFFING SERVICES AGREEMENT

This Amendment No. 1 to Staffing Services Agreement (the "Agreement") is made and entered into as of June 16, 2026 by and between the City of Diamond Bar, a municipal corporation ("City"), and Roth Staffing Companies, L.P. dba Ultimate Staffing Services and Ledgent Finance & Accounting Consultant") with reference to the following:

A. The City and the Consultant entered into that certain Temporary Staffing Services Agreement dated as of December 18, 2025, which is incorporated herein by this reference (the "Agreement"); and

B. The City and the Consultant desire to amend the Agreement to modify, amend and supplement certain portions of the Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Term of Agreement. The Agreement was for the term of December 18, 2025 through June 30, 2026. This Amendment extends the term of the Agreement from July 1, 2026 through June 30, 2027.

3. Compensation. Total payment to Consultant pursuant to the Agreement was not exceed $44,999. This Amendment increases the not to exceed amount by $45,000 for fiscal year 2026/27.

4. Integration. This Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Amendment No. 1 amends, as set forth herein, the Agreement and except as specifically amended hereby, the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

[SIGNATURE PAGE FOLLOWS]

Docusign Envelope ID: 55E1DCBC-B75D-8136-821A-229406BA9782

IN WITNESS hereof, the parties enter into this Amendment No. 1 on the year and day first above written.

"CONSULTANT"	"CITY"
ROTH STAFFING COMPANIES	CITY OF DIAMOND BAR
By: Signed by: Jennifer Simonson 3D0ABD8F74804A4...	By: _____
Jennifer Simonson, General Counsel & SVP	Daniel Fox, City Manager
	ATTEST:
	_____
	Kristina Santana, City Clerk

APPROVED AS TO FORM:

_____
Omar Sandoval, City Attorney

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Authorization to Submit a List of Projects to be Funded by Senate Bill 1: The Road Repair and Accountability Act of 2017 for FY 2026/27.

STRATEGIC GOAL: Responsible Stewardship of Public Resources

RECOMMENDATION:

Adopt Resolution No. 2026-23 authorizing the submission of the FY 2026/27 list of road projects funded by SB-1: The Road Repair and Accountability Act of 2017.

FINANCIAL IMPACT:

Sufficient funds in the amount of $1,500,000 have been included in the FY 2026/27 budget for the new Road Repairs and Accountability Act of 2017-funded capital improvement projects. In addition to these new appropriations, remaining balances from FY 2025/26 will be carried over into FY 2026/27 for Road Repair and Accountability Act of 2017-funded capital improvement projects for a total amount of $3,000,000.

New Appropriation FY 26/27:	$1,500,000
Carryover Appropriation from FY 25/26:	$1,500,000
Total FY 26/27 Appropriation:	**$3,000,000**

BACKGROUND:

On April 28, 2017, the Governor signed Senate Bill 1 (SB1), which is known as the Road Repair and Accountability Act of 2017 (RMRA). In order to address basic road maintenance, rehabilitation, and critical safety needs on both state highways and local streets and roads, SB1 increased per-gallon fuel excise taxes, diesel fuel sales taxes, and vehicle registration fees.

SB1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, to be eligible for RMRA funding, cities and counties must submit annual RMRA project reports to the California Transportation Commission (CTC).

Prior to receiving an apportionment of RMRA funds from the Controller in a fiscal year, a city must submit to the CTC a list of projects proposed to be funded with these funds. All projects proposed for funding must be included in the budget and adopted by resolution of the City Council at a public meeting.

Once the CTC receives the project list from the City, it will report to the Controller that the list has been

submitted and that those projects are therefore eligible to receive an apportionment of RMRA funds for the applicable fiscal year. Attached to this report is the required resolution and project list that will be submitted to the CTC by July 1, 2026 (Attachment 1).

ANALYSIS:

The proposed FY 2026/27 budget anticipates allocating $3,000,000 in RMRA funds for the following improvement projects:

Carryover funding from FY 2025/26 — $1,500,000

1. Arterial Street Rehab (Construction) - $1,500,000

    - Brea Canyon Rd. from Diamond Bar Blvd. to Pathfinder Rd.
    - Brea Canyon Rd. from Pathfinder Rd. to Golden Springs Dr.
    - Diamond Bar Blvd. from SR-60 Off-Ramp to City Limits

New funding in FY 2026/27 — $1,500,000

2. Arterial Street Rehab (Construction) - $1,500,000

    - Residential and Collector Streets Pavement Rehabilitation – Area 5

A city receiving an apportionment of RMRA funds is required to sustain Maintenance of Effort (MOE) by spending at least the annual average of its general fund expenditures during the 2009/10, 2010/11, and 2011/12 fiscal years for street, road, and highway purposes from the City's general fund. This amount for the City of Diamond Bar has been determined to be $467,701. The City is anticipated to meet the required MOE each fiscal year.

LEGAL REVIEW:

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

PREPARED BY:

Christian Malpica, Associate Engineer, Public Works

ATTACHMENTS:

1. Resolution No. 2026-23
2. Exhibit A - Project List FY 26-27

RESOLUTION NO. 2026-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE SUBMITTAL OF A PROJECT LIST OF ROAD PROJECTS FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 FOR FY 2026/27.

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs; and

WHEREAS, the City of Diamond Bar must submit a project list on an annual basis to the California Transportation Commission in order to be eligible for Road Maintenance and Rehabilitation Account (RMRA) funding; and

WHEREAS, SB 1 requires the City to include the project list in the budget and adopt the list by resolution of the City Council in a public meeting; and

WHEREAS, The City of Diamond Bar will receive an estimated $1,500,000 in Road Maintenance and Rehabilitation Account (RMRA) funding in Fiscal Year 2026-27; and

WHEREAS, The City of Diamond Bar will carry over an estimated $1,500,000 of RMRA funding from Fiscal FY 2025-26 with a new appropriation in the amount of $1,500,000 for a total of $3,000,000 for FY 2026-27.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DIAMOND BAR DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Council of the City of Diamond Bar adopts the attached project list of road projects funded by RMRA funds (Exhibit A).

CITY OF DIAMOND BAR

_____

Steve Tye, Mayor

ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at a regular meeting of the City Council of the City of Diamond Bar held on the 16th day of June, 2026, by the following vote:

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

_____
Kristina Santana, City Clerk

Part 2: Project Information

Local Streets and Roads Program

*** Required**

Proposed Project (PP#)	LoCode	* Project Title	Project ID (if any)	Project Type ?		* Project Description ?	* Project Location ?	* Estimated Completion Date		* Estimated Useful Life (# of Yr)		Legislative District(s)		Additional Project Elements (Does the project include element(s) as described in SHC 2030 (c)-(f)? (Select Y/N from dropdown list) ?				
				Type (Select from dropdown list)	Explanation (if "Other" is selected, please explain) ?			Pre-Construction (mm/yyyy)	Construction (mm/yyyy)	Min.	Max.	State Senate	State Assembly	Sustainability ?	Technologies ?	Climate Change ?	Complete Streets Elements ?	Description of Elements
PP01	5455	Arterial Street Rehab (Construction) - Brea Canyon Rd from DBB to Pathfinder - Brea Canyon Rd from Pathfinder to Golden Springs Dr - Diamond Bar Blvd from SR 60 off-ramp to City Limits	SI262	Road Maintenance & Rehabilitation		As part of the City's ongoing pavement rehabilitation program, the entire width of the following street segments is scheduled for rehabilitation: Brea Canyon Road from Diamond Bar Boulevard to Pathfinder Road; Brea Canyon Road from Pathfinder Road to Golden Springs Drive; Diamond Bar Boulevard from the SR-60 off-ramp to the City Limits. This project consists of a total of approximately 3.8 centerline miles slated for rehabilitation.		06/2026	06/2026	10	20	29	55	No	No	No	No	
PP02	5455	Residential and Collector Street Rehab - Area 5 (Construction)	SI272	Road Maintenance & Rehabilitation		As part of the City's ongoing pavement rehabilitation program, the full width of the residential and collector roadways will be rehabilitated. This project consists of approximately 10.7 centerline miles of roadway scheduled for rehabilitation.		05/2027	06/2027	10	20	29	55	No	No	No	No	

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Continued Participation in the National Intergovernmental Purchasing Alliance (NIPA) to Purchase Janitorial Supplies for City Facilities.

STRATEGIC GOAL: Responsible Stewardship of Public Resources

RECOMMENDATION:

Adopt Resolution No. 2026-24 authorizing participation in the National Intergovernmental Purchasing Alliance to purchase janitorial supplies for City Facilities in the not-to-exceed amount of $65,000 for Fiscal Year 2026/27.

FINANCIAL IMPACT:

Sufficient funds for the purchase of sanitary supplies are included in the Fiscal Year 2026/27 Operating Budget for the Civic Center, Diamond Bar Center, and various Parks totaling $65,000.

BACKGROUND:

The City's Purchasing Ordinance, codified in Chapter 3.24 of the Diamond Bar Municipal Code, generally requires the use of formal bidding procedures for the procurement of goods and services that cost in excess of $45,000. Section 3.24.090(f) provides an exception as follows: "When supplies, personal property, services or equipment can be more efficiently or more cost-efficient obtained through a cooperative purchasing program with a federal, state, county, local or other government purchasing program. Such purchases through a cooperative purchasing program shall be authorized by resolution of the City Council."

The City has been using Waxie Sanitary Supply for janitorial supplies at the City facilities. Waxie provides high-quality products and years of responsive customer service that staff has come to rely on. On February 17, 2015, the City Council authorized the use of the National Intergovernmental Purchasing Alliance (NIPA), currently part of OMNIA Partners - Public Sector, for purchase of Waxie products for the Fiscal Year 2014/15. Subsequently, the City Council has authorized the use of NIPA for the procurement of Waxie products every year since. Staff is seeking authorization for continued use of the NIPA for purchases of Waxie products.

ANALYSIS:

It is recommended that the City forgo its separate bidding process and utilize the bidding process conducted by the City of Tucson, Arizona, which served as the Principal Procurement Agency (lead agency) for the NIPA, and negotiated a contract with Network Services Company to obtain discounted pricing for about 1,400

Waxie products. These products may be purchased under the agreement by members of the NIPA, including the City of Diamond Bar, from Waxie Sanitary Supply as the local distributor for the Network Services Company. The NIPA is an intergovernmental cooperative purchasing alliance that procures contracted goods and services through a Request for Proposal (RFP) competitive solicitation process conducted by a public agency/governmental entity. The procurement process employed by the NIPA includes the following:

1. The lead agency prepares a competitive solicitation, incorporating language to make the agreement accessible nationally to agencies in states that allow intergovernmental (i.e., "piggyback") contract usage.

2. The lead agency issues the solicitation and any required amendments and notifications, and conducts pre-proposal conferences and/or meetings.

3. Interested suppliers respond to the solicitation.

4. The lead agency evaluates the responses, negotiates the final terms and conditions, and ultimately awards the master agreement.

The NIPA procurement process is similar to the City's formal bidding procedures, which makes master agreements appropriate for "piggybacking" for purchases of Waxie products included in the City of Tucson and Network Services Company master agreement.

The City's Purchasing Ordinance requires that participation in a governmental purchasing program be authorized by Council resolution. The Purchasing Ordinance also requires City Council approval for purchases from a single vendor in a fiscal year in excess of $45,000. Staff anticipates expenditures of $65,000 for Waxie products during Fiscal Year 2026/27.

LEGAL REVIEW:

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

PREPARED BY:

Jason Williams, Maintenance Supervisor, Public Works

ATTACHMENTS:

1. Resolution No. 2026-24

RESOLUTION NO. 2026-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR AUTHORIZING PARTICIPATION IN THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE TO PURCHASE JANITORIAL SUPPLIES FOR CITY FACILITIES FROM WAXIE SANITARY SUPPLY AS DISTRIBUTOR FOR THE NETWORK SERVICES COMPANY IN THE AMOUNT NOT TO EXCEED $65,000 DURING FISCAL YEAR 2026/2027.

WHEREAS, the City Council has established a purchasing system for the efficient purchase of supplies, services, personal property and equipment at the lowest cost commensurate with the quality needed and to buy without favor or prejudice; and

WHEREAS, the City Manager, acting in the role of Purchasing Manager, directs and supervises the acquisition of all goods and services under the authority of Diamond Bar Municipal Code Section 3.24.040 (a); and

WHEREAS, Diamond Bar Municipal Code Section 3.24.070(b)(4) authorizes the Purchasing Manager to dispense with formal bidding when, in the opinion of the Purchasing Manager, supplies, personal property, services or equipment can be more efficiently or more cost efficient obtained if acquired on behalf of the city by the state department of general services or other government purchasing program, and the City Council authorizes the "piggyback" procurement by resolution; and

WHEREAS, the Purchasing Manager has determined that certain supplies, materials, personal property and equipment can be more efficiently and more inexpensively obtained if acquired on behalf the City as a participant of the National Intergovernmental Purchasing Alliance, an intergovernmental cooperative purchasing alliance that procures contracted goods and services thorough a request for proposal competitive solicitation process conducted by a public agency/governmental entity; and

WHEREAS, acquisition of any such supplies, materials, personal property or equipment as a participant of a government purchasing program must be authorized by resolution of the City Council; and

WHEREAS, the Purchasing Agent and Purchasing Delegates have evaluated the janitorial products provided by Waxie Sanitary Supply as the local distributor pursuant to a master contract between the City of Tucson, the Network Services Company, and the National Intergovernmental Purchasing Alliance, and have determined that Waxie provides high quality product and responsive customer service, and recommends Waxie Sanitary Supply as the provider of janitorial supplies for City facilities.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Diamond as follows:

1. Certain supplies, materials, personal property and equipment can be more efficiently and more inexpensively obtained if acquired on behalf of the City as a participant of a government purchasing program as opposed to a formal bidding process.
2. Authorizes participation of the City in the National Intergovernmental Purchasing Alliance.
3. Appoints the City Manager of the City to direct and supervise the acquisition of goods and services as a participant in the National Intergovernmental Purchasing Alliance.
4. Authorizes the City Manager or his designee to purchase janitorial supplies for City facilities from Waxie Sanitary Supply as a participant in the National Intergovernmental Purchasing Alliance in the amount not to exceed $65,000 during Fiscal Year 2026/2027.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2026.

CITY OF DIAMOND BAR

_____
Steve Tye, Mayor

ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at a regular meeting of the City Council of the City of Diamond Bar held on the 16th day of June, 2026, by the following vote:

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

_____
Kristina Santana, City Clerk

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Seventh Amendment to the Maintenance Services Agreement with Trane U.S. Inc. dba Trane.

STRATEGIC GOAL: Safe, Sustainable and Healthy Community

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Seventh Amendment to the Maintenance Services Agreement with Trane U.S. Inc. dba Trane, for Mechanical and Building Automation System Preventive Maintenance and Repair Services through June 30, 2027.

FINANCIAL IMPACT:

The amended total not-to-exceed contract amount for fiscal year 2026/27 would be $83,900, which includes a CPI increase of 3.6%. Sufficient funds are included in the fiscal year 2026/27 operating budget to cover the cost of such services.

BACKGROUND:

Over the years, the City has upgraded a number of its mechanical and Building Automation Systems (BAS) with new Trane equipment. The current systems provide a more consistent environment in the facilities and a comprehensive method to manage our energy consumption. Preventive maintenance is a cornerstone in managing the repair costs, efficiency, and life expectancy of mechanical equipment. This amendment will continue our comprehensive preventive maintenance program for all City facilities, while ensuring that all current warranties remain in place.

ANALYSIS:

The City currently has three facilities equipped with BAS, which enable staff to remotely monitor the mechanical operations of the equipment and adjust schedules, set points, airflow, and temperature to optimize overall system efficiency.

The work program for fiscal year 2026/27 includes:

- Annual preventative maintenance $63,900
- As-needed work (all locations) $20,000

The total program not-to-exceed for fiscal year 2026/27 of $83,900.

The initial term of the Original Agreement entered into on June 18, 2019, was from July 1, 2019, to June 30, 2020, which was extended by subsequent amendments. This seventh amendment will extend the term of the agreement through June 30, 2027.

LEGAL REVIEW:

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

PREPARED BY:

Jason Williams, Maintenance Supervisor, Public Works

ATTACHMENTS:

1. Seventh Amendment to Maintenance Services Agreement Trane (BAS)

SEVENTH AMENDMENT
TO
MAINTENANCE SERVICES AGREEMENT

This Seventh Amendment to Maintenance Services Agreement ("Sixth Amendment") is made and entered into as of June 16, 2026, by and between the City of Diamond Bar, a municipal corporation ("City"), and Trane U.S. Inc. dba Trane (herein referred to as the "Contractor") with reference to the following:

A. The City and the Contractor entered into that certain Maintenance Services Agreement dated as of June 18, 2020, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Contractor entered into the First Amendment dated as of - June 16, 2020, Second Amendment dated as of June 15, 2021, Third Amendment dated as of July 19, 2022, Fourth Amendment as of July 18, 2023, Fifth Amendment as of June 18, 2024, Sixth Amendment as of July 15, 2025, which are incorporated herein by this reference ("First, Second Third, Fourth, Fifth & Sixth Amendment"), which First, Second, Third, Fourth, Fifth & Sixth Amendments and Original Agreement collectively are referred to herein as the "Agreement";

C. The City and the Contractor desire to amend the Agreement as provided herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. **Revised Scope of Services**. The Scope of Services, Exhibit "A" to the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit "A" attached hereto and incorporated herein by this reference.

3. **Term.** The Term of the Agreement as amended by the Sixth Amendment is from July 1, 2025 to June 30, 2026. This Seventh Amendment extends the term from July 1, 2026 to June 30, 2027.

4. **Compensation**. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement, was the sum of forty-five thousand seventy-six dollars ($45,076) per fiscal year. The First Amendment amended Section 3 of the Original Agreement to provide for a total not-to-exceed compensation in the sum of sixty-five thousand dollars ($65,000) per fiscal year. The Second Amendment amended Section 3 of the First Amendment to provide for a total not-to-exceed compensation in the sum of sixty-six thousand six hundred twenty-five dollars ($66,625) for fiscal year 2021-2022. The Third Amendment amended Section 3 of the Second Amendment to provide for a total not-to-

exceed compensation in the sum of seventy thousand six hundred sixty-four dollars ($70,664) for fiscal year 2022-2023. The Fourth Amendment amended Section 3 of the Third Amendment to provide not-to-exceed compensation in the sum of seventy-two thousand seven hundred dollars ($72,700) for fiscal year 2023-2024. Section 3 of the Fourth Amendment is hereby amended to provide for a 3.9% CPI increase of two thousand eight hundred thirty-five dollars and thirty cents ($2,835.30) so that the total not-to-exceed compensation, as amended by the Fifth Amendment was not to exceed seventy-five thousand five hundred thirty-five dollars and thirty cents ($75,535.30) for fiscal year July 1, 2024 through June 30, 2025 without the prior authorization of the City. The Fifth Amendment amended Section 3 of the Fourth Amendment to provide for a total not-to-exceed compensation in the sum of One Hundred Twenty-Seven Thousand and Ten Dollars ($127,010) for the 2025-26 fiscal year. Section 3 of the Sixth Amendment is hereby amended to provide for an adjusted not to exceed amount of eighty-three thousand nine hundred dollars ($83,900) for fiscal year July 1, 2026 through June 30, 2027 without the prior authorization of the City.

5. Integration. This Seventh Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Seventh Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Seventh Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Seventh Amendment shall control.

IN WITNESS hereof, the parties enter into this Seventh Amendment on the year and day first above written.

"CONTRACTOR"	"CITY"
Trane U.S. Inc. dba Trane	CITY OF DIAMOND BAR
*By: _____ Printed Name: _____ Title: _____	By: _____ Dan Fox, City Manager
*By: _____ Printed Name: _____ Title: _____	ATTEST: _____ 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):***

-- *(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.*

May 19, 2026

Trane U.S. Inc.
3253 E Imperial Highway
Brea, CA 92821
Phone: (714) 983-0505
Fax: (714) 983-0502

Diamond Bar City Of
21825 COPLEY DRIVE
Diamond Bar, CA 91765-9176
(818) 631-3669

Sites Included:
Diamond Bar City Hall
21810 Copley Dr, Diamond Bar, CA 91765

Diamond Bar Community Center
1600 Grand Ave, Diamond Bar, CA 91765

Diamond Bar Heritage Park
2900 S Brea Canyon Rd, Diamond Bar, CA 91765

Pantera Park Diamond Bar
738 Pantera Drive, Diamond Bar, CA 91765

SUBJECT: Continuation of Service Agreements

Your Trane Service Agreement is scheduled for renewal on July 1, 2026. To ensure that there will be no interruption of service and benefits to Diamond Bar City Of your Service Agreement will be extended through June 30, 2027. The adjusted Service Fees for the renewal term for all sites is set forth in the following table:

Location	Contract #	Annual Amount All Sites	Payment	Payment Term
Community Center	**2136**	**$28,396.00**	**$7,099.00**	Quarterly
City Hall	**2135**	**$27,603.00**	**$6,900.75**	Quarterly
Heritage Park	**2134MECH**	**$3,836.00**	**$959.00**	Quarterly
Pantera Park	**2233MECH**	**$3,778.00**	**$944.50**	Quarterly
ALL SITES TOTAL		**$63,613.00**	**$15,903.25**	**Quarterly**

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

SCOPE OF SERVICE
The Scope of Service for the new agreement period will remain the same with the addition of Trane Autonomous Controls coverage for City Hall and Community Center.

The following "Covered Equipment" will be serviced at Diamond Bar City Hall:

Equipment	Qty	Manufacturer	Model Number	Serial Number
Site Level Activities	1	Trane		IS102345

Service Description	Quantity Per Term
Autonomous Control Setup	1
IS Customer Consultation Preparation and Meeting	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136516950	E25D77775	Application SC+

Service Description	Quantity Per Term
Software Upgrade and Renew SMP License	2
Connected Controls - Operating Inspection - Onsite	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
90-130 ton Packaged Industrial Rooftop	1	Trane	SXHKC9040N	C18H05844	RTU-1

Service Description	Quantity Per Term
Intellipak Rooftop Annual (Cooling Start Up)	1
Intellipak Rooftop Quarterly Inspection	3

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Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
90-130 ton Packaged Industrial Rooftop	1	Trane	SXHKC9040N	C18H05843	RTU-2

Service Description	Quantity Per Term
Intellipak Rooftop Annual (Cooling Start Up)	1
Intellipak Rooftop Quarterly Inspection	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Product Unknown	1	Trane	TTA073H40R	17082LSCYA	CU-02

Service Description	Quantity Per Term
Odyssey Cooling Pre-Season Annual Start Up	1
Odyssey Quarterly Inspection	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Product Unknown	1	Trane	TTA073H40R	17113NPRYA	CU-01

Service Description	Quantity Per Term
Odyssey Cooling Pre-Season Annual Start Up	1
Odyssey Quarterly Inspection	3

The following "Covered Equipment" will be serviced at Diamond Bar Community Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Ductless Mini-Splits Systems	1	Mitsubishi Electric US Inc	NTYSST12A1	2XC0165731U8H2	AC # 11a

Service Description	Quantity Per Term
AMAZON HVAC OPTION 1 (2 PMs) SCOPE OF WORK (EXCLUD	3
Mini Split Semi Annual	1

Equipment	Qty	Manufacturer	Model Number	serial Number
Site Level Activities	1	Trane		IS102345

Service Description	Quantity Per Term
Autonomous Control Setup	1
IS Customer Consultation Preparation and Meeting	2

Equipment	Qty	Manufacturer	Model Number	Serial Number
Tracer SC	1	Trane	X136516950	E23B05536

Service Description	Quantity Per Term
Software Upgrade and Renew SMP License	2
Physical BAS Site Inspection	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Other	H8-0992C	V062401021	BOILER # 1

Service Description	Quantity Per Term
Boiler Annual Maintenance	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Outdoor Air Handlers - Generic	1	AAON Inc	RNA-090-E-	202405-AVCG00713	AC # 1

Service Description	Quantity Per Term
Outdoor Air Handler Cooling Pre-Season Annual Maintenance	1
Outdoor Air Handler Quarterly Maintenance	3

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Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Product Unknown	1	Trane	WHC036H4R0	241610009L	AC # 2
Product Unknown	1	Trane	WHC036H4R0	241610017L	AC # 3
Product Unknown	1	Trane	WHC036H4R0	241610062L	AC # 5
Product Unknown	1	Trane	WHC036H4R0	241610080L	AC # 6
Product Unknown	1	Trane	WHC036H4R0	241610086L	AC # 8
Product Unknown	1	Trane	WHC036H4R0	241810369L	AC # 9
Product Unknown	1	Trane	WHC060H4R0	241510165L	AC # 4
Product Unknown	1	Trane	WHC092H4R0	242110716L	AC # 7

Service Description	Quantity Per Term
Precedent Pre-Season Annual Start Up	1
Precedent Quarterly Inspection	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Bell and Gossett	BMP	C359944-01G32	PUMP # 1

Service Description	Quantity Per Term
Annual Pump Maintenance	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Mini Split	1	Trane	NTYWST12B1	3YE0046631U10N	AC # 11b

Service Description	Quantity Per Term
Wall Mounted Ductless Indoor Unit Annual Inspection	1
Wall Mounted Ductless Indoor Unit Quarterly Inspection	3

The following "Covered Equipment" will be serviced at Diamond Bar Heritage Park:

Equipment	Qty	Manufacturer	Model Number	Serial Number
12 1/2 -25 Ton Packaged Unitary Gas/Elec Rooftop - Dedicated	1	Trane	YCH240E3L0	104610745D

Service Description	Quantity Per Term
Voyager Cooling Pre-Season Annual Start Up	1
Voyager Quarterly Inspection	3

The following "Covered Equipment" will be serviced at Pantera Park Diamond Bar:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System Air Conditioners - Generic	1	Carrier Corporation	38QRC0C300	2696X28905	CONDENSER 1

Service Description	Quantity Per Term
Split System Air Handler Cooling Pre-Season Annual Maintenance	1
Split System Air Handler Quarterly Maintenance	3

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TERMS & CONDITIONS
Terms & Conditions for the renewal period are attached.

CLARIFICATIONS
If Diamond Bar City Of accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane no less than 30 days prior to the renewal date.

TARIFFS
Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____	_____
Authorized Representative	Submitted By: Lee Ostrander
_____	Proposal Date: May 19, 2026
Printed Name	Office: (714) 983-0505
	License Number: 1066318
_____	
Title	
	_____
_____	Authorized Representative
Purchase Order	
	_____
_____	Title
Acceptance Date	
	_____
	Signature Date

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TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Intelligent Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services and Company Provided Telematics Connectivity. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms or Telematics Devices, both as defined in the Connected Services Terms. Certain Equipment may include, or be installed together with, Company provided Telematics Devices that provide remote connectivity and the Connected Services Terms set forth the terms and conditions applicable to the Telematics Devices and connectivity, including opt-out provisions. If Customer provides or transfers the Equipment to another party, Customer shall ensure that such party is informed in writing of the presence of any Telematics Devices and the applicability of the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to per¬form or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to

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follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material, and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, LIQUIDATED, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE INTELLIGENT SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY.

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services, and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal, or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL

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Workers' Compensation Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

20. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules, and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer. Furthermore, the Customer acknowledges that the Company's Equipment are subject to export control and sanction laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR) (15 CFR 730-774) and the Foreign Asset Control Regulations (31 CFR 500) ("laws and regulations"). The Customer agrees to comply with all such laws and regulations. The Customer will not use or divert the Equipment for any prohibited end-uses, such as the proliferation of weapons of mass destruction. The Customer also agrees not to re-export or transfer the Equipment in violation of export control laws.

21. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government**. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct, and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing

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it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. Definitions. All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

   "Equipment" shall have the meaning set forth in the Agreement.

   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third-Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror, or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices, or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
   e. Third-Party Systems. Trane will provide Customer prior notice before it uses any third-party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third-party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("Information Security Program"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification, or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably

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should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems, and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls- Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e., fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:
    a. Data backups; and
    b. Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks. Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

March 2026

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Service 1: AMAZON HVAC OPTION 1 (2 PMs) SCOPE OF WORK (EXCLUD
Description

- Condensate Inspection
- Condenser Fan Check
- Check Fan and Motor
- Electrical Inspection
- Unitary Visual Equipment Inspection

Service 2: Autonomous Control Setup
Description

- Create User Account
- Equipment Standardization
- Modify Graphic for Customer Lockout

Service 3: Software Upgrade and Renew SMP License
Description

- Get SMP License for Customer
- BAS Operational Check is Everything Working/Communicating as Expected
- Apply New SMP License
- Software Upgrade

Service 4: Boiler Annual Maintenance
Description

- Water Boiler Maintenance Safety Check
- Shut Down Boiler
- Drain Boiler
- Boiler Internal Cleaning Natural Gas, Propane, Oil (Commercial and Industrial)
- Boiler Internal Inspection Natural Gas/Propane/Oil (Commercial and Industrial)
- External Cleaning for Natural Gas/Propane Water Boiler (Commercial and Industrial)
- Burner Safety Inspection for Natural Gas/Propane Water Boilers (Commercial and Industrial)
- Thermo Shock
- Boiler External Inspection for Water Boilers (Commercial and Industrial) (Natural Gas/Propane)

Service 5: Connected Controls - Operating Inspection - Onsite
Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.
- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

Service 6: Intellipak Rooftop Annual (Cooling Start Up)
Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out

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- Supply Fan Inspection-IPAK/VOY
- Power Exhaust Fan Inspection (Intellipak)
- Evaporator Coil Cleaning (Intellipak Severe Build Up)
- Evaporator Coil Cleaning (Intellipak)
- Filter Inspection And Change (Intellipak)
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning No Back Flush (Intellipak)
- Meg Compressor Motor - IPAK/VOY
- Meg Supply Fan Without VFD
- Meg Power Exhaust Without VFD
- Electrical Inspection
- Remove Lock Out Tag Out and Restore Power
- Check Damper (Intellipak)
- Start Up Condenser Fan Check (Per Fan)
- Start Up Seasonal Cooling
- Manual Log With Electronic Device

Service 7: Intellipak Rooftop Annual (Cooling Start Up)
Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out
- Supply Fan Inspection-IPAK/VOY
- Supply Fan Variable Frequency Drive Maintenance - IPAK/VOY/PRE/AH
- Power Exhaust Fan Inspection (Intellipak)
- Exhaust Fan Variable Frequency Drive Maintenance - IPAK/VOY/PRE
- Condenser Coil Cleaning With Back Flush(Intellipak)
- Meg Compressor Motor - IPAK/VOY
- Meg Supply Fan With VFD
- Meg Exhaust Fan With VFD
- Electrical Inspection
- Remove Lock Out Tag Out and Restore Power
- Check Damper (Intellipak)
- Start Up Condenser Fan Check (Per Fan)
- Start Up Seasonal Cooling
- Manual Log With Electronic Device

Service 8: Intellipak Rooftop Quarterly Inspection
Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out
- Supply Fan Inspection-IPAK/VOY
- Power Exhaust Fan Inspection (Intellipak)
- Condensate Drip Pan Treatment
- Remove Lock Out Tag Out and Restore Power
- Check Damper (Intellipak)
- Manual Log With Electronic Device

Service 9: Intellipak Rooftop Quarterly Inspection
Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out
- Supply Fan Inspection-IPAK/VOY
- Supply Fan Variable Frequency Drive Maintenance - IPAK/VOY/PRE/AH
- Power Exhaust Fan Inspection (Intellipak)
- Exhaust Fan Variable Frequency Drive Maintenance - IPAK/VOY/PRE
- Condensate Drip Pan Treatment
- Electrical Inspection
- Remove Lock Out Tag Out and Restore Power
- Check Damper (Intellipak)
- Manual Log With Electronic Device

Service 10: IS Customer Consultation Preperation and Meeting
Description

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- Attend Account Strategy Meeting (Internal)
- Create Customer Consult Report Creation (Internal)
- Attend External Customer Consultation Meeting
- Consultation Debrief Meeting (Internal)

Service 11: Mini Split Semi Annual
Description
- Clean Air Filter
- Check Electrical Connections (Indoor Unit)
- Check Electrical Connections (Outdoor Unit)
- VISUALLY CHECK THE UNIT FOR LEAKS

Service 12: Outdoor Air Handler Cooling Pre-Season Annual Maintenance
Description
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)

Service 13: Split System Air Handler Cooling Pre-Season Annual Maintenance (Includes Condenser)
Description
- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Supply Fan and Motor Inspection (Direct Drive)
- Replace Belt(s) on Supply Fan (Per Fan)
- Generic Meg (One) Fan Motor
- Condensate Drip Pan Inspection and Treatment
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)
- Lock Out Tag Out Condenser
- Leak Test Inspection (Commercial Condensing Unit)
- Condenser Coil Check (Generic)
- Coil Cleaning Water (Applied)
- Condenser Physical (One) Fan Check (Generic Condensing Unit)
- Remove Motor Wiring and Meg Compressor Motor Generic
- Electrical Inspection (Light Commercial Condensing Unit)
- Log Unit (NTP Cooling)

Service 14: Outdoor Air Handler Quarterly Maintenance
Description
- Unitary Visual Equipment Inspection

Service 15: Split System Air Handler Quarterly Maintenance (Includes Condenser)
Description
- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Replace Belt(s) on Supply Fan (Per Fan)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)
- Generic Check Delta T
- Lock Out Tag Out Condenser
- Leak Test Inspection (Commercial Condensing Unit)
- Condenser Coil Check (Generic)
- Coil Cleaning Water (Applied)
- Condenser Physical (One) Fan Check (Generic Condensing Unit)
- Remove Motor Wiring and Meg Compressor Motor Generic
- Electrical Inspection (Light Commercial Condensing Unit)
- Log Unit (NTP Cooling)

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Service 16: Odyssey Cooling Pre-Season Annual Start Up
Description
- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Filter Inspection And Change
- Condenser Coil Cleaning (Light Commercial)
- Meg Supply Fan Without VFD
- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check (Odyssey)
- Start Up Seasonal Cooling

Service 17: Odyssey Cooling Pre-Season Annual Start Up
Description
- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Evaporator Coil Cleaning
- Filter Inspection And Change
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning (Light Commercial)
- Meg Supply Fan Without VFD
- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check (Odyssey)
- Start Up Seasonal Cooling

Service 18: Odyssey Quarterly Inspection
Description
- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Filter Inspection And Change
- Log Unit (Unitary)

Service 19: Physical BAS Site Inspection
Description
- BAS Physical Site Inspection

Service 20: Precedent Pre-Season Annual Start Up
Description
- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Check Damper
- Condensate Drip Pan Treatment
- Meg Supply Fan Without VFD
- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check (Unitary)
- Start Up Seasonal Cooling
- Inspect Reversing Valve
- Unitary Verify Oil Level

Service 21: Precedent Quarterly Inspection
Description
- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Log Unit (Unitary)

Service 22: Annual Pump Maintenance
Description
- Customer Notification
- Initial Site Inspection

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- Lock Out Tag Out Pumps
- Pump Maintenance
- Remove Lock Out Tag Out
- Adjust Packing Seal
- Remove Lock Out Tag Out
- Log Pump

Service 23: Voyager Cooling Pre-Season Annual Start Up
Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Remove Access Panels or Open Access Doors
- Meg Supply Fan Without VFD
- Meg Compressor Motor - IPAK/VOY
- Electrical Inspection
- Filter Inspection And Change
- Reinstall Access Panels or Close Access Doors
- Condenser Coil Cleaning (Light Commercial)
- Remove Lock Out Tag Out
- Check Economizer Damper-VOY/PRE
- Pre-Start Check- VOY/PRE
- Start Up Condenser Fan Check (Per Fan)
- Cooling Check-VOY
- Manual Log With Electronic Device
- Return Unit to Normal Operation

Service 24: Voyager Quarterly Inspection
Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Remove Access Panels or Open Access Doors
- Electrical Inspection
- Filter Inspection And Change
- Reinstall Access Panels or Close Access Doors
- Remove Lock Out Tag Out
- Check Economizer Damper-VOY/PRE
- Pre-Start Check- VOY/PRE
- Start Up Condenser Fan Check (Per Fan)
- Cooling Check-VOY
- Manual Log With Electronic Device
- Return Unit to Normal Operation

Service 25: Wall Mounted Ductless Indoor Unit Annual Inspection
Description

- Lock Out Tag Out (Standard)
- Check Electrical Connections (Indoor Unit)
- Clean Condensate Drain Pan/Pipe
- Leak Test Inspection
- Remove Lock Out Tag Out and Restore Power
- Verify Incoming Voltages
- Verify Operating Voltages
- Measure Amperage of Motor
- Log Unit and Operation Check
- Check Controller Operation
- Recommend Wireless Remote-Control Batteries

Service 26: Wall Mounted Ductless Indoor Unit Quarterly Inspection
Description

- Visual Inspection for Abnormality, Damage and Missing Hardware

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- Evaporator Coil Check (Generic)
- Clean Condensate Drain Pan/Pipe

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CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Second Amendment to Maintenance Services Agreement with EcoFert, Inc.

STRATEGIC GOAL: Safe, Sustainable and Healthy Community

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Second Amendment to the Maintenance Services Agreement with EcoFert, Inc. for landscape fertilizer services through June 30, 2027.

FINANCIAL IMPACT:

The annual not-to-exceed amount of the proposed Second Amendment to the Original Agreement for Fiscal Year 2026/27 is $16,000, including the vendor's request for a CPI increase of 3.6%. Sufficient funds are included in Fiscal Year 2026/27 Operating Budget to cover the cost of such services.

BACKGROUND:

EcoFert, Inc., managed by Public Works Maintenance, has been providing fertilizer injection system services, through their proprietary fertilizer injection equipment, which is installed at Pantera Park and Lorbeer Middle School. The fertilizer injection systems at both locations have been in service for a number of years and have helped to provide consistent, durable turf and vegetation for recreational use, by providing balanced nutrients to the vegetation and promoting strong root systems.

ANALYSIS:

Over the past years, EcoFert's performance has met the City's expectations. This satisfactory performance is evident in the operation of the equipment and the increased durability of the turf at Pantera Park and Lorbeer Middle School. Based upon the past success of this program, it is recommended to continue this service at both Pantera Park and Lorbeer Middle School.

LEGAL REVIEW:

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

PREPARED BY:

Angie Hernandez, Administrative Coordinator, Public Works

ATTACHMENTS:

1. Second Amendment to Maintenance Services Agreement -EcoFert, Inc.

SECOND AMENDMENT
TO
MAINTENANCE SERVICES AGREEMENT

This Second Amendment to Maintenance Services Agreement ("First Amendment") is made and entered into as of June 16, 2026, by and between the City of Diamond Bar, a municipal corporation ("City"), and EcoFert, Inc. (herein referred to as the "Contractor") with reference to the following:

A. The City and the Contractor entered into that certain Maintenance Services Agreement dated as of July 19, 2022, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Contractor entered into that certain First Amendment dated as of June 17, 2025, which is incorporated herein by this reference and are along with the Original Agreement, collectively referred to herein as the "Agreement"; and

C. The City and the Contractor desire to amend the Original Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Term. The Term of the Original Agreement as set forth in Section 2 therein is from July 19, 2022 to June 30, 2025. The First Amendment extended the term through June 30, 2026. This Second Amendment extends the Term up to and including June 30, 2027**.**

3. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of forty-five thousand seven hundred eighty dollars ($45,780). The First Amendment increased the annual compensation to provide for a 3.1% CPI increase of one thousand four hundred nineteen dollars and 18/100 cents ($1,419.18), for a total not-to-exceed amount of ($15,219) in fiscal year 2025-2026. Section 3 of the Original Agreement is hereby amended to provide for a 3.6% CPI increase of one thousand six hundred ninety-nine dollars and 17/100 cents ($1,699.17) for a not-to-exceed amount of sixteen thousand ($16,000) in fiscal year 2026-2027 without the prior authorization of the City.

4. Integration. This Second Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all prior negotiations between the parties with respect hereto. This Second Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and

as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Second Amendment shall control.

IN WITNESS hereof, the parties enter into this Second Amendment on the year and day first above written.

"CONTRACTOR"

EcoFert, Inc.

DocuSigned by:
By: CHARLES BARSAM 5/28/2026
C55811C74BA0408...
Printed Name: Charles Barsam
Title: Chief Executive Officer

DocuSigned by:
By: Louis Franson 5/28/2026
238B7327D47040E...
Printed Name: Louis Franson
Title: President

"CITY"

CITY OF DIAMOND BAR

By: _____
Dan Fox, City Manager

ATTEST:

_____
Kristina Santana, City Clerk

APPROVED AS TO FORM:

Signed by:
Omar Sandoval 5/28/2026
4F8D2446CBF547C...
Omar Sandoval, City Attorney

NOTE:** **If Contractor 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.*

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Ninth Amendment to Maintenance Services Agreement with Exterior Products Corporation.

STRATEGIC GOAL: Safe, Sustainable and Healthy Community

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Nineth Amendment to the Maintenance Services Agreement with Exterior Products Corporation for Exterior Decor & Lighting Maintenance through June 30, 2027.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Agreement for Fiscal Year 2026/27 would be $190,000. Adequate funds are included in the Fiscal Year 2026/27 Public Works and Parks & Recreation Operating Budgets to cover the cost of such services.

BACKGROUND:

Exterior Products has been providing exceptional service and support to the City for over 18 years, starting with the military & special event banner programs. In March of 2016, the City and Exterior Products entered into the current services agreement, which, over time, has been amended to include the following programs and services:

- Military Banners
- Special Event Banners
- USA Flags on Grand Ave.
- Lighting Maintenance & Electrical services
- Holiday Décor & Windmill Holiday Display (Banners & City Hall)

ANALYSIS:

During the preparation of the 2026/27 fiscal year operating budget, staff started negotiations with Exterior Products to secure the most competitive pricing for the services they provide. Through this process, staff was able to negotiate a line-item increase for labor of 3.6% (CPI).

LEGAL REVIEW:

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

PREPARED BY:

Jason Williams, Maintenance Supervisor, Public Works

ATTACHMENTS:

1. Ninth Amendment to Maintenance Services Agreement with Exterior Products

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NINTH AMENDMENT
TO
VENDOR SERVICES AGREEMENT

This Ninth Amendment to Vendor Services Agreement ("Seventh Amendment") is made and entered into as of June 16, 2026, by and between the City of Diamond Bar, a municipal corporation ("City"), and Exterior Products Corporation, a California corporation (herein referred to as the "Contractor") with reference to the following:

A. The City and the Contractor entered into that certain Vendor Services Agreement dated as of March 1, 2016, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Contractor entered into the First Amendment dated as of August 21, 2018, Second Amendment dated as of June 18, 2019, Third Amendment dated as of June 16, 2020, Fourth Amendment as of June 15, 2021, Fifth Amendment as of June 21, 2022, Sixth Amendment as of July 20, 2023, Seventh Amendment as July 18, 2024, Eighth Amendment as of June 10, 2025, which are incorporated herein by this reference ("First, Second, Third, Fourth, Fifth, Sixth, Seventh & Eighth Amendment"), which First, Second, Third, Fourth, Fifth, Sixth, Seventh & Eighth Amendments and Original Agreement collectively are referred to herein as the "Agreement";

C. The City and the Contractor desire to amend the Agreement as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Reserved.

3. Term. The Term of the Original Agreement as set forth in Section 2 therein is from February 16, 2016 to June 30, 2019. The Second Amendment extended the Term up to and including June 30, 2020. The Third Amendments extended the Term up to and including June 30, 2021. The Fourth Amendments extended the Term up to and including June 30, 2022. The Fifth Amendments extended the Term up to and including June 30, 2023. The Sixth Amendment extended the Term up to and including June 30, 2024. The Seventh Amendment extended the Term up to and including June 30, 2025. The Eighth Amendment extended the Term up to and including June 30, 2026.This Ninth Amendment shall extend the Term up to and including June 30, 2026.

4. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement, was the sum of Fifty Thousand Dollars ($50,000) per fiscal year. The First Amendment amended Section 3 of the Original Agreement to provide for a total not-to-exceed compensation in the sum of One Hundred Fifteen Thousand Nine Hundred Dollars ($115,900) per fiscal year. The Second Amendment amended Section 3 of the Original Agreement to provide for a total not-to-exceed compensation in the sum of Fifty-Eight

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Thousand Nine Hundred Dollars ($58,900) for fiscal year 2019-2020. The Third Amendment amended of the Original Agreement to provide for a total not-to-exceed compensation in the sum of Fifty-Nine Thousand Dollars ($59,000) for fiscal year 2020-2021. The Fourth Amendment amended of the Original Agreement to provide for a total not-to-exceed compensation in the sum of Fifty-Nine Thousand Dollars ($59,000) for fiscal year 2021-2022. The Fifth Amendment amended the Original Agreement to provide for a total not-to-exceed compensation in the sum of One Hundred Fifty Thousand Dollars ($150,000) for the 2022-23 fiscal year. The Sixth Amendment amended the Original Agreement to provide for a total not-to-exceed compensation in the sum of one hundred eighty-two thousand six hundred dollar ($182,600) for the 2023-24 fiscal year. The Seventh Amendment amended Section 3 to provide for a total not-to-exceed compensation in the sum of One Hundred Eighty-two Thousand Six Hundred Dollars ($182,600) for the 2024-25 fiscal year (July 1, 2024 – June 30, 2025). The Eighth Amendment amended Section 3 to provide for a total not-to-exceed compensation in the sum of One Hundred Ninety Thousand Dollars ($190,000) for the 2025-26 fiscal year (July 1, 2025 – June 30, 2026). Section 3 is hereby amended to provide for a total not-to-exceed compensation in the sum of One Hundred Ninety Thousand Dollars ($190,00.00) for the 2026-27 fiscal year (July 1, 2026 – June 30, 2027) without the prior written authorization of the City.

5. Integration. This Ninth Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all prior negotiations between the parties with respect hereto. This Ninth Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby, the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Ninth Amendment and the terms and provisions of the Agreement, the terms and provisions of this Ninth Amendment shall control.

IN WITNESS hereof, the parties enter into this Ninth Amendment on the year and day first above written.

{SIGNATURES FOLLOW ON THE NEXT PAGE}

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"CONTRACTOR"

Exterior Products Corporation

DocuSigned by:
By: Jeff "JR" Rovinsky 5/28/2026
DAEC1EE24CE14D0...
Printed Name: Jeff "JR" Rovinsky
Title: President

By: _____
Printed Name: _____
Title: _____

"CITY"

City of Diamond Bar

By: _____
Dan Fox, City Manager

ATTEST:

_____
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):

-- *(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.*

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Fourth Amendment to Road Maintenance Services Agreement with CT&T Concrete Paving, Inc.

STRATEGIC GOAL: Safe, Sustainable and Healthy Community

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Fourth Amendment to the Road Maintenance Services Agreement with CT&T Concrete Paving, Inc. through June 30, 2027.

FINANCIAL IMPACT:

The annual not-to-exceed contract amount in this Fourth Amendment is $890,000 for FY 2026/27. Sufficient funds are included in the FY 2026/27 Operating Budget to cover the cost of such services.

BACKGROUND:

On June 21, 2022, the City Council approved the one (1) year contract (Original Agreement) with the option to approve up to six (6) extensions, in increments of no less than one year, upon successfully demonstrating exemplary work performance for road maintenance services with CT&T Concrete Paving Inc. (CT&T).

Overall, CT&T's performance has met the City's expectations. Therefore, a Fourth Amendment is proposed to extend the Agreement term through June 30, 2027. Pursuant to the Agreement, a 3.6% CPI increase was negotiated and applied to the unit prices in the Agreement.

ANALYSIS:

Consistent with the Agreement, the scope of work includes maintenance of asphalt concrete pavement, concrete sidewalks, parking lots, roadway markings, storm drains, parkway drains, block walls, and emergency call-outs. The work will be directed by PW Maintenance on an as-needed basis within the budgeted resources available. The work is based on unit prices, and CT&T will be paid for the actual quantity of each line item performed as measured in the field during construction. Each unit price includes all labor, material, equipment, overhead, and profit attributable to that scope of work.

LEGAL REVIEW:

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

PREPARED BY:

Angie Hernandez, Administrative Coordinator, Public Works

ATTACHMENTS:

1. Fourth Amendment to Maintenance Services with CT&T

Docusign Envelope ID: 25BDFDA7-C53C-8774-803C-28D35CED45FB

FOURTH AMENDMENT
TO
MAINTENANCE SERVICES AGREEMENT

This Fourth Amendment to Maintenance Services Agreement ("Fourth Amendment") is made and entered into as of June 16, 2026, by and between the City of Diamond Bar, a municipal corporation ("City"), and CT&T Concrete Paving Inc. (herein referred to as the "Contractor") with reference to the following:

A. The City and the Contractor entered into that certain Maintenance Services Agreement dated as of June 21, 2022, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Contractor entered into the First Amendment dated as of - June 30, 2023, Second Amendment dated as of June 18, 2024, Third Amendment dated as of June 17, 2025, which are incorporated herein by this reference ("First, Second & Third Amendment"), which First, Second & Third Amendments and Original Agreement collectively are referred to herein as (the "Agreement"); and

C. The City and the Contractor desire to amend the Agreement as provided herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Term. The term of the Original Agreement as set forth in Section 2 therein is from June 21, 2022 to June 30, 2023. The First Amendment extended the term through June 30, 2024. The Second Amendment extended the term through June 30, 2025.The Third Amendment extended the term through June 30, 2026. This Fourth Amendment extends the term up to and including June 30, 2027.

3. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was in the sum of six hundred thousand Dollars ($600,000) per fiscal year. The First Amendment was in the amount not to exceed eight hundred ten thousand ($810,000) for fiscal year 2023-2024. The second amendment was in the amount not to exceed nine hundred fifty-five thousand ($955,000) in fiscal year 2024-2025. The third amendment was in the amount of eight hundred ninety thousand ($890,000) in fiscal year 2025-2026. Section 3 of the Agreement is hereby amended so that the total not-to-exceed compensation, as amended by this Fourth Amendment shall not exceed eight hundred ninety thousand dollars ($890,000) for fiscal year July 1, 2026 through June 30, 2027 without the prior authorization of the City.

5. Integration. This Fourth Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Fourth Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Fourth Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Fourth Amendment shall control.

IN WITNESS hereof, the parties enter into this Fourth Amendment on the year and day first above written.

"CONTRACTOR"

CT&T Concrete Paving Inc.

DocuSigned by:
*By: Jose Carvajal 5/28/2026
E9DE56628A1E498...
Printed Name: Jose Carvajal
Title: President

DocuSigned by:
*By: Jackie Carvajal 5/28/2026
00BC8751311149A...
Printed Name: Jackie Carvajal
Title: Treasurer

"CITY"

CITY OF DIAMOND BAR

By: _____
Dan Fox, City Manager

ATTEST:

_____
Kristina Santana, City Clerk

APPROVED AS TO FORM:

Signed by:
Omar Sandoval 5/28/2026
4F8D2446CBF547C...
Omar Sandoval, City Attorney

***NOTE: If Contractor 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.

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Exhibit A –
Compensation Schedule FY26/27
(CT&T Concrete Paving, Inc.)

Concrete Paving, Inc.

FY 2026-27
3.6% Increase Request

ROAD MAINTENANCE SERVICES COMPENSATION BASE BID SCHEDULE

ITEM NO	WORK ACTIVITIES	UNIT	EST. ANNUAL QTY	UNIT PRICE
	ROAD MAINTENANCE AC PAVEMENT			
1	4" AC SURFACE R&R	SF	3,000	$ 11.07
2	6" AC SURFACE R&R	SF	2,000	$ 16.88
3	8" AC SURFACE R&R	SF	5,000	$ 17.14
4	AC SKIN PATCH	SF	5000	$ 4.00
5	1 ½" MILL GRIND & OVERLAY	SF	10,000	$ 4.28
6	2" MILL GRIND & OVERLAY	SF	10,000	$ 4.91
7	2 ½" MILL GRIND & OVERLAY	SF	10,000	$ 5.94
8	SAW CUT	LF	1,000	$ 2.29
9	ADJUST MANHOLE	EA	50	$ 1,598.57
	ROAD MAINTENANCE PCC			
10	4" PCC SIDEWALK/DRIVEWAY/FLATWORK R&R	SF	20,000	$ 17.69
11	6" PCC SIDEWALK/DRIVEWAY/FLATWORK R&R	SF	10,000	$ 20.21
12	6" PCC DRIVEWAY SPPWC STD PLAN 110-2 TYPE A & B R&R	SF	2,000	$ 21.58
13	6" PCC DRIVEWAY SPPWC STD PLAN 110-2 TYPE C R&R	SF	2,000	$ 21.58
14	CURB & GUTTER R&R w/ 1' AC Pavement Slot	LF	1,000	$ 73.08
15	6" A-CURB R&R	LF	500	$ 52.51
16	8" A-CURB R&R	LF	500	$ 54.23
17	SIDEWALK AC PATCH (RAMPING)	SF	1,000	$ 19.40
18	SIDEWALK GRINDING	LF	3,000	$ 19.23
19	REMOVE EXISTING CONDITIONS & INSTALL CURB RAMPS SPPWC STD PLAN 111-5 TYPE 1-6 CASE A	EA	10	$ 5,937.54
20	REMOVE EXISTING CONDITIONS & INSTALL CURB RAMPS SPPWC STD PLAN 111-5 TYPE 1-2 CASE B	EA	10	$ 5,937.54
21	3"Concrete V-DITCH 44"W x L R&R	LF	500	$ 24.54
22	8" CROSS GUTTER 6'w x L SPPWC STD PLAN 122-2	LF	1000	$ 22.83

Bid Schedule Note: Item # 10-22 may require additional concrete to fill in low spots and some tree roots removal. Contractors should take in consideration when pricing.

ROAD MAINTENANCE SERVICES COMPENSATION BASE BID SCHEDULE

ITEM NO	STORM DRAIN WORK ACTIVITIES	UNIT	SERVICE CALLS PER YEAR	UNIT PRICE
1	JETTER/VAC – STORM DRAIN CLEANING 12"-36" PIPE	HOURLY	4 - 6	$ 557.21
2	CCTV STORM DRAIN LINES	HOURLY	4 - 6	$ 557.21

EXHIBIT "B"
ROAD MAINTENANCE SERVICES COMPENSATION OPTION BID SCHEDULE

ITEM NO	WORK ACTIVITIES	CALTRANS STD PLANS	UNIT	EST. ANNUAL QTY	UNIT PRICE
	ROAD MARKINGS PAINT				
1	18' ARROW	TYPE I	EA	25	$65.08
2	24' ARROW	TYPE I	EA	15	$96.48

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3	10’ ARROW	TYPE I	EA	25	$36.82
4	(L)/(R) 8’ ARROW	TYPE IV	EA	100	$44.70
5	(L)/(R) 18’ ARROW	TYPE VI	EA	25	$97.62
6	5’ BIKE LANE ARROW	----------	EA	50	$21.35
7	15’ LEFT/STRAIGHT/RIGHT ARROW	TYPE VIII	EA	25	$95.28
8	13’ (L) OR (R) STRAIGHT ARROW	TYPE VII	EA	15	$82.79
9	RAILROAD CROSSING SYMBOL	----------	EA	2	$114.19
10	8’ LETTER	----------	EA	1,000	$16.31
11	4’ LETTER	----------	EA	100	$13.13
12	12” LIMIT LINE (STOP LINE)	----------	LF	5,000	$2.00
13	TYPE A AND TYPE AY PLASTIC MARKER	----------	EA	1,000	$4.57
14	TYPE A AND TYPE AY PLASTIC MARKER	----------	EA	1,000	$4.57
15	TYPE C AND TYPE D MARKER	----------	EA	500	$4.57
16	TYPE G AND TYPE H MARKER	----------	EA	500	$4.57
17	SANDBLAST ROAD MARKINGS	----------	SF	5,000	$2.49
18	SANDBLAST PAINTED CURBS	----------	LF	5,000	$7.80
19	**ROAD MARKINGS THERMOPLASTIC**				
20	CHANNELIZING LINE	DETAIL	LF	5,000	$1.14
21	BIKE LANE LINE	DETAIL 39	LF	15,000	$0.68
22	INTERSECTION LINE BIKE LANE	DEATIL	LF	5,000	$0.46
23	LANE LINE EXTENSIONS THRU INT	DETAIL 40	LF	2,000	$0.18
24	18’ ARROW	TYPE I	EA	25	$75.36
25	24’ ARROW	TYPE I	EA	15	$95.05
26	10’ ARROW	TYPE I	EA	25	$43.11
27	(L)/(R) 8’ ARROW	TYPE IV	EA	100	$45.50
28	(L)/(R) 18’ ARROW	TYPE VI	EA	25	$119.90
29	5’ BIKE LANE ARROW	----------	EA	50	$21.27
30	15’ LEFT/STRAIGHT/RIGHT ARROW	TYPE VIII	EA	25	$110.76
31	13’ (L) OR (R) STRAIGHT ARROW	TYPE VII	EA	15	$82.22
32	RAILROAD CROSSING SYMBOL	----------	EA	2	$182.70
33	8’ LETTER	----------	EA	1,000	$23.11
34	4’ LETTER	----------	EA	100	$16.32
35	12” LIMIT LINE (STOP LINE)	----------	LF	5,000	$2.57
36	MACHINE THERMALPLASTIC REMOVAL	----------	SF	5,000	$2.71

EXHIBIT “B”

ROAD MAINTENANCE SERVICES COMPENSATION SCHEDULE

LABOR RATES

LABOR RATES PER HOUR	REGULAR	OVERTIME
SUPERINTENDENT	$108.54	$162.80
SUPERVISOR	$108.54	$162.80
FOREMAN	$127.36	$158.37
HEAVY EQUIPMENT OPERATOR	$127.36	$158.37
10 WHEEL DUMP TRUCK OPERATOR	$105.21	$134.01
MASON	$108.54	$138.44
ASPHALT RAKER	$108.54	$138.44
LABORER	$101.89	$132.68
WALK BEHIND SAW OPERATOR	$107.43	$137.99

EQUIPMENT WITH OPRATOR RATES

EQUIPMENT WITH OPERATOR	REGULAR HOURLY RATE	OVERTIME HOUR RATE
BACKHOE	$204.89	$307.33
SKIDSTEER LOADER	$204.89	$307.33
10 WHEEL DUMP TRUCK	$143.98	$215.96

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WATER TRUCK	$160.59	$240.88
SKIP LOADER	$160.59	$300.69
CONSTRUCTION SWEEPER WITH SIDE AND REAR BRUSHES	$188.28	$282.41
WALK BEHIND SAW MACHINE	$171.66	$257.49
SIDEWALK-GRINDER/CONCRETE SCARIFIER	$171.66	$257.49

EQUIPMENT RATES

EQUIPMENT RATES	HOURLY	WEEKLY	MONTHLY RATE
PORTABLE AIR COMPRESSOR	$38.73	$987.89	$1,653.50
PORTABLE ARROWBOARD	$20.47	$293.49	$830.63
PORTABLE WATER TRAILER	$31.09	$872.71	$1,537.21
PICKUP TRUCK	$55.33	$886.00	$1,971.35
VIBRATING COMPACTION ROLLER	$57.54	$1,652.39	$4,236.19
BACKHOE	$65.29	$1,794.15	$4,651.51
SKIDSTEER LOADER	$52.01	$1,495.13	$3,737.82
10 WHEEL DUMP TRUCK	$65.29	$1,893.83	$4,568.45
CONTRACTOR WORK TRUCK	$88.52	$1,218.25	$2,990.25
WATER TRUCK	$57.54	$1,827.38	$4,153.13
SKIP LOADER	$57.54	$1,827.38	$4,319.26
CONSTRUCTION SWEEPER WITH SIDE AND REAR	$132.79	$3,765.51	$5,759.01
WALK BEHIND SAW MACHINE	$57.54	$1,594.80	$3,737.82
PORTABLE CHANGEABLE MESSAGE SIGN	$38.73	$825.09	$1,661.25
PORTABLE ARROWBOARD	$20.47	$293.49	$830.63

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Maintenance Services Agreement with MCE Corporation for Landscape Services in Lighting Landscape Assessment Districts 38, 39-2022, and 41-2021.

STRATEGIC GOAL: Safe, Sustainable and Healthy Community

RECOMMENDATION:

Approve, and authorize the City Manager, to sign the Maintenance Services Agreement with MCE Corporation through June 30, 2030.

FINANCIAL IMPACT:

The not-to-exceed amount set forth in the Maintenance Services Agreement for Fiscal Year 2026/27 will be $785,000 and will increase by the amount negotiated between the City and the Contractor each fiscal year throughout the term of this agreement, but at no point exceed 3% per fiscal year. Sufficient funds are included in the Fiscal Year 2026/27 Operating Budget to cover the cost of such services. Funding will be requested in the operating budget for the future fiscal years.

In addition, the City will have the option to extend the agreement for up to three (3) additional years, with an increase of no more than the March-to-March Consumer Price Index (CPI) for each fiscal year.

BACKGROUND:

On June 30, 2026, the current landscape maintenance agreement for Landscape Assessment Districts (LLADs) 38, 39-2022, and 41-2021 with MCE Corporation will expire. Prior to the expiration, staff determined that the RFP (Request for Proposals) process would provide the City with the best opportunity to receive comprehensive proposals from prospective contractors. Additionally, the proposals would provide the City with a good indication of current market rates for landscape services within each LLAD.

In preparation for the RFP process, staff updated the maintenance specifications for each of the LLADs — 38, 39-2022, and 41-2021. As each LLAD is unique, three separate specifications were developed to ensure that each area would receive the necessary services at a level supported by the assessments received.

Under the current contract (expiring on 6/30/26), all three (3) LLADs were operating at reduced service levels because funding at the time the contract was executed was inadequate and was being subsidized by the City's General Fund.

In 2021 and 2022, LLAD 41 & 39 successfully underwent Prop 218 processes, increasing the assessments received. As a result, the specifications for LLAD 39-2022 & 41-2021 have been updated to reflect full-service levels. In addition, funding to cover the full-service levels in 39-2022 & 41-2021 has been included in the operating budgets for both districts.

As part of the 26/27 fiscal year budget process, and in light of the structural deficit, a decision was made to reduce the subsidy in District 38 to a minimum level, further reducing the service levels in this area.

In November 2025, three (3) RFPs were advertised for landscape services, one for each of the separate LLADs.

ANALYSIS:

In January 2026, the City received individual responses to all three RFPs.

- LLAD 38 received 5 responsive proposals and 7 nonresponsive proposals.
    - With the responsive proposals ranging from $224,015 to 306,458 annually.
- LLAD 39-2022 received 6 responsive proposals and 4 nonresponsive proposals.
    - With the responsive proposals ranging from $303,960 to $433,200 annually.
- LLAD 41-2021 received 3 responsive proposals and 6 nonresponsive proposals.
    - With the responsive proposals ranging from $224,244 to $358,800 annually.

Proposals that were determined to be nonresponsive, either lacked required documentation or did not demonstrate an ability to meet all aspects of the specifications.

After careful review of the responsive proposals received for all 3 RFPs, it was determined that MCE Corporation had provided the proposal demonstrating the best understanding of each district's unique needs and the most comprehensive approach.

After the evaluation process and the determination by staff that MCE was the most responsible proposer, staff was able to begin negotiating terms with MCE. To avoid “bid shopping”, negotiations are only held with the proposer deemed to be the most responsible. After the negotiations, a 3% decrease from the original proposal was achieved for LLAD 39-2022, and a 22% decrease for LLAD 41-2021.

For LLAD 38, the City's budgetary restrictions on district subsidies included a 26% decrease in the district's overall operating budget for FY26/27 compared to the current fiscal year. Staff began the negotiation process by identifying areas of the specifications for LLAD 38 that could be reduced below full-service levels and worked with MCE to decrease their original proposal by 52%. As a result, the service intervals will be reduced to monthly in this area, in lieu of the weekly to biweekly for routine tasks identified in the specifications for full-service.

If funding becomes available at a later date, the service levels may be brought to full-service as per the specifications in the RFP for LLAD 38 based on the original proposal submitted by MCE.

The following is a contract cost breakdown for each district:

	LLAD38	**LLAD39**	**LLAD41**	
Annual Contract Services Per District	$145,000.00	$330,000.00	$225,000.00	
Annual As Needed Per District	$25,000.00	$35,000.00	$25,000.00	
Totals	**$170,000.00**	**$365,000.00**	**$250,000.00**	**Not-To-Exceed for FY 2026/27 $785,000.00**

LEGAL REVIEW:

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

PREPARED BY:

Jason Williams, Maintenance Supervisor, Public Works

ATTACHMENTS:

1. Maintenance Services Agreement with MCE

MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of June 16, 2026 by and between the City of Diamond Bar, a municipal corporation ("City") and MCE Corporation. ("Contractor").

1. Contractor's Services.

Subject to the terms and conditions set forth in this Agreement Contractor shall provide to the reasonable satisfaction of the City the landscape services for LLMD 38, 39 & 41 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, Contractor represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Contractor 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.

Jason Williams, Maintenance Supervisor (herein referred to as the “City’s Project Manager”), shall be the person to whom the Contractor will report for the performance of services hereunder. It is understood that Contractor 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 Contractor 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 July 1, 2026, and shall continue until June 30, 2030 (“Term), unless earlier terminated pursuant to the provisions herein and will be subject to an increase in compensation negotiated between the City and the Contractor, but in no event shall the increase exceed the amount of the Consumer Price Index ("CPI") for the Los Angeles-Long Beach-Anaheim 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. Any exercise of an option to extend the Term/and/or increase in compensation, negotiated or based upon CPI, shall be subject to approval of the City Manager.

The City shall have the option to extend this Agreement for up to three (3) additional years subject to the same terms and conditions contained herein, by giving Contractor 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, Contractor'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 Contractor, but in no event shall the increase exceed the amount that the Consumer Price Index ("CPI") for the Los Angeles-Long Beach-Anaheim 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. Any exercise of an option to extend the Term/and/or increase in compensation, negotiated or based upon CPI, shall be subject to approval of the City Council.

3. Compensation. City agrees to compensate Contractor for each service which Contractor 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 Contractor pursuant to this Agreement shall not exceed Seven Hundred Eighty-Five thousand dollars ($785,000) for fiscal year 26/27 without the prior written consent of the City, and shall increase by the amount negotiated between the City and the Contractor each fiscal year through the term of this agreement, but at no point exceed 3% per fiscal year. 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, Contractor 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 Contractor the amount invoiced the City will pay Contractor 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 Contractor.

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. In the event of any inconsistency between the Agreement and the attached exhibits, the following order of precedence shall apply: (a) This Agreement; (b) The city’s request for Proposal, dated November 11, 2025 (Exhibit "B"); and (c) Consultant’s Letter dated May 29, 2026 (Exhibit "C").

7. Status as Independent Contractor.

A. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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. Contractor agrees to pay all required taxes on amounts paid to Contractor 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 or the Public Employee Retirement System regarding the independent contractor status of Contractor and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Contractor or its employees, then Contractor agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

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

D. Contractor shall, at Contractor'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 Contractor under this Agreement any amount due to City from Contractor as a result of Contractor'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 Contractor's failure to comply with this Section.

8. Standard of Performance. Contractor 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.

Contractor 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 Worker's Compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's contractor's employees arising out of Contractor's work under this Agreement; and

(2) Any and all claims arising out of Contractor's performance of or failure to perform 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 Contractor's legal counsel unacceptable, then Contractor 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 Contractor 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.

10. Insurance.

A. Prior to performance of work under this Agreement and at all times during the term of this Agreement Contractor shall 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 Contractor, 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) day's prior written notice thereof. Contractor 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 Contractor 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. Contractor 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 Contractor (as the named insured) should Contractor fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City. Contractor understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Contractor as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Contractor'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 Contractor 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 Contractor 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 Contractor, which amounts may be deducted from any payments due Contractor.

I. Contractor 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. Contractor in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor 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. Contractor's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Contractor prepares reports of a proprietary nature specifically for and in connection with certain projects, the City shall not, except with Contractor's prior written consent, use the same for other unrelated projects.

12. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor 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 Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor 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.

13. Conflict of Interest.

A. Contractor 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 Contractor under this Agreement, or which would conflict in any manner with the performance if its services hereunder. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

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

14. Termination. The City may terminate this Agreement with or without cause upon fifteen (15) days' written notice to Contractor. 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 mailing of the notice. In the event of such termination, City agrees to pay Contractor for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Contractor 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.

15. Personnel. Contractor 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 Contractor or under it supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but City reserves the right, for good cause, to require Contractor to exclude any employee from performing services on City's premises.

16. 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. City also shall cause a copy of such determinations to be posted at the job site.

The Contractor shall forfeit, as penalty to City, not more than twenty-five dollars ($25.00) 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 subcontractor under him.

The Contractor and any of its subcontractors 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. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

17. Non-Discrimination and Equal Employment Opportunity.

A. Contractor 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. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor 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. Contractor 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. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

19. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor’s control. If Contractor believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Contractor be entitled to any claim for lost profits due to any delay, whether caused by the City or due to some other cause.

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

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

22. 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 Contractor 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 Contractor, 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.

23. Mediation. Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual good faith efforts to resolve the same any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

24. 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.

"CONTRACTOR"	"CITY"
MCE Corporation	City of Diamond Bar
1495 W Ninth Street	21810 Copley Drive
Upland CA 91786	Diamond Bar, CA 91765-4178
Attn.: Manny Pavloudakis	Attn.: Jason Williams
Phone: (909) 973-7162	Phone: (909) 839-7059
E-Mail: manny@mce-corp.com	E-mail: jwilliams@diamondbarca.gov

25. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

26. 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.

27. Entire Agreement. This Agreement, and any other documents incorporated herein by reference, represent the entire and integrated agreement between Contractor 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.

Signatures follow on the next page

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

"Contractor"

MCE Corporation

By:_____
Printed Name: Jeffrey Core
Title: President/ CEO

By: _____
Printed Name: Vince Cudia
Title: Director of Operations- Maintenance

"City"

City of Diamond Bar

By: _____
Dan Fox, City Manager

ATTEST:

_____
Kristina Santana, City Clerk

Approved as to form:

By: _____
Omar Sandoval, City Attorney

State of California "Contractor's" License No. 439295.
Contractor's Business Phone: (925) 803-4111.
Emergency Phone: (909) 973-7162 at which Contractor can be reached at any time.

NOTE:** ***If Contractor 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 Services

Exhibit A



Specifications for the Maintenance of:

Lighting and Landscape Maintenance Districts

SPECIFICATIONS FOR THE PROVISION OF LANDSCAPE AND APPURTENANT MAINTENANCE SERVICES FOR SPECIAL LANDSCAPE MAINTENANCE DISTRICTS

1. SCOPE OF THE WORK AND CONTRACT

1.01 The work to be done under these specifications shall include the furnishing of all labor, material and equipment necessary for the provision of landscape and appurtenant maintenance services as set forth in these specifications including the exhibits attached hereto within the boundaries of the Special Districts and as said boundaries may have been heretofore or may be hereafter altered.

1.02 The foregoing work shall be done in a thorough and workmanlike manner under the direction and to the satisfaction of the Maintenance Superintendent of the Public Works Department. The premises shall be maintained at the level of service provided for in these specifications at all times.

1.03 The Contractor shall have the exclusive duty, right and privilege to mow, edge, trim, overseed, reseed, fertilize, aerate, irrigate, hand water and bleed valves as necessary during emergencies when automatic systems are not functioning, prune, trim, and renovate turf and shrub areas designated hereunder, as well as to provide weed control, disease control, tree maintenance within the District, maintenance of sprinkler systems including backflow prevention devices, repair of walkways, pumps and the necessary maintenance of any appurtenant structures and equipment.

1.04 In return for the exclusiveness of said Contract and the other considerations provided for herein, the Contractor agrees to provide the landscape and appurtenant maintenance services within said District without any further compensation except as otherwise specifically provided for in the contract and/or specifications.

1.05 The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage plant, groundcover or turf areas.

1.06 The Contractor shall, during the specified hours and days of operation, respond to all emergencies within two (2) hours of notification.

1.07 The Contractor shall perform a maintenance inspection weekly during daylight hours of all areas within the premises. Such inspection shall be both visual and operational. It, shall include operation of all irrigation, lighting and other mechanical systems to check for proper condition and reliability.

1.08 The term Maintenance Superintendent as used in these specifications shall mean Maintenance Superintendent of the Public Works Department

or his authorized representative(s).

2. AREAS TO BE MAINTAINED

2.01 There are hiking trails, medians, parkway panels, cul-de-sac islands, village greens, adjacent roadway slopes, open space lots, linear greenbelts, passes, fire protection slope areas, gate entry areas, creek beds, semi-natural, and natural areas with turf, plants, trees, and ground cover which are irrigated by manual and/or an electrically controlled automatic systems.

2.02 Surface drains ("V ditches) in the natural areas of the District are included as an area to be maintained by the contractor under these specifications.

2.03 An identification of the areas to be maintained is provided in Exhibit A attached to these specifications.

2.04 The bidder, before submitting his bid, shall visit all existing areas to be maintained and inform himself fully as to all conditions that might affect the work specified.

2.05 Estimated square footage by district is provided for all areas to be maintained on the attached Exhibit A. However, it is the responsibility of the Contractor to verify by inspection and to observe the various slope characteristics.

3. CERTIFICATIONS/REPORTS

3.01 Certification

Contractor shall complete the attached Landscape Maintenance certification form designated Exhibit B and shall submit same to Maintenance Superintendent concurrent with the monthly invoicing. The monthly payment to the Contractor will not be made until such report has been received by the Maintenance Superintendent.

3.02 In addition, when applicable, Contractor shall submit with the monthly invoice and Landscape Maintenance certification form, a report indicating, for those specialty type maintenance operations completed, the quantity and complete description of all commercial and organic fertilizer, grass seed and soil amendments used and a valid licensed California Pest Control Advisor's recommendation and copies of corresponding pesticide use report signed by a licensed California Pest Control Operator for all chemical disease and pest control work performed.

3.03 Maintenance Function Report

Contractor shall maintain and keep current a report form that records all on going, Seasonal, and Additional Work, maintenance functions performed on a daily basis, by Contractor's personnel. Said report shall be in a form and content acceptable to the Maintenance Superintendent and

shall be submitted to Maintenance Superintendent concurrent with the monthly invoicing. The monthly payment will not be made until such report is received by the Maintenance Superintendent.

4. ADDITIONAL WORK

4.01 The Maintenance Superintendent may at his discretion authorize the Contractor to perform additional work, in accordance with the provisions of the contract including but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, Acts of God, and third party negligence; or improvements in order to add new, modify existing or to refurbish existing landscaping and irrigation systems as provided for in the contract authorizing the provision of those services.

4.02 Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without the written authorization from the Project Manager or designee. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Maintenance Superintendent May verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Maintenance Superintendent for approval.

4.03 All additional work shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted.

4.04 Contractor may also be requested to provide casual labor services for City Special Events, City emergencies or for other events and activities as approved by the Maintenance Superintendent.

5. CONTRACTOR'S LIABILITY

5.01 All damages incurred to existing improvements located within areas under maintenance which in the City's opinion are due to the Contractor's operation shall be repaired or replaced at the Contractor's expense.

5.02 All such repairs or replacements shall be completed within the following time limits.

a. Irrigation damage shall be repaired or replaced within one watering cycle.

b. All damages to shrubs, trees, turf or groundcover shall be repaired or replaced within five *(5)* working days.

5.03 All repairs and/or replacements shall be completed in accordance with the following maintenance practices.

a. Trees - Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist.
- If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of Maintenance Superintendent.

b. Shrubs - Minor damage may be corrected by appropriate pruning.
- Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in Section 18 of these Specifications.

c. Chemicals - All damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.

6. INTERPRETATION OF THE MAINTENANCE SPECIFICATIONS

6.01 Should any misunderstanding arise; the Maintenance Superintendent will interpret the Agreement. If the Contractor disagrees with the interpretation of the Maintenance Superintendent, he shall continue with the work in accordance with the Maintenance Superintendent's interpretation. Within thirty (30) days after receipt of the interpretation, he may file a written request for a hearing before a Disputes Review Panel as provided herein. The written request shall outline in detail the area of dispute.

6.02 The Disputes Review Panel will be appointed by the Maintenance Superintendent and will be composed of not less than three non-city personnel having experience in the administration of Landscape maintenance contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Maintenance Superintendent, for his consideration, within one (1) week following the conclusion of the hearing. The Maintenance Superintendent shall render an interpretation based upon his review of the Panel's recommendation. The Maintenance Superintendent's decision shall be final.

7. OFFICE OF INQUIRIES AND COMPLAINTS

7.01 The Contractor shall maintain an office at some fixed place and shall maintain a telephone there at, listed in the telephone directory in his own name or in the firm name by which he is most commonly known, and shall, at all times, have some responsible person (s), employed by the Contractor, to take the necessary action regarding all inquiries and

complaints that may be received from property owners and tenants within said District or from the Maintenance Superintendent. This person(s) shall be reachable 24 hours per day. An answering service shall be considered an acceptable substitute to full time coverage, provided Contractor is advised of the complaint within one (1) hour of receipt of complaint by the answering service. The telephone of said Contractor shall be on the exchange or exchanges of said District(s) or a toll-free number, and in no case shall the people of said District(s) be required to pay a toll charge to telephone said Contractor. During normal working hours, the Contractor's Foreman or employee of the Contractor, who is responsible for providing maintenance services shall be available for notification through telephone communication.

7.02 Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, City may, after reasonable attempt to notify the Contractor cause such action to be taken by the City work force and shall charge the cost thereof as determined by the Maintenance Superintendent, against the Contractor, or may deduct such cost from any amount due to Contractor from City.

7.03 The Contractor shall maintain a written log of all complaints, the date and time thereof and the action taken pursuant thereto or the reason for non-action. The log of complaints shall be open to the inspection of the Maintenance Superintendent at all reasonable times.

7.04 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Maintenance Superintendent. If any complaint is not abated within 24 hours, the Maintenance Superintendent shall be notified immediately of the reason for not abating the complaint followed by a written report to the Maintenance Superintendent within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Maintenance Superintendent, the Maintenance Superintendent may correct the specific complaint and the total cost incurred by the City will be deducted and forfeited from the payments owing to the Contractor from the City.

8. SAFETY

8.01 Contractor agrees to perform all work outlined in these specifications in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A., CAL. O.S.H.A. and NIOSHA Safety orders at all times so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said areas

under maintenance and keep a log indicating date inspected and action taken.

8.02 It shall be the Contractors responsibility to inspect, and identify, any conditions that renders any portion of the areas under maintenance unsafe, as well as any unsafe practices occurring thereon. The Maintenance Superintendent shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas and paving, replacing valve box covers, and securing play apparatus, if any, so as to protect members of the public or others from injury. Contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Maintenance Superintendent within five (5) days following the occurrence.

9. HOURS AND DAYS OF MAINTENANCE SERVICE

9.01 Hours of maintenance service shall be either 6:00 a.m. to 2:30 p.m. or 6:30 a.m. to 3:00 p.m. on those days' maintenance is to be provided for a Special District pursuant to the work schedule approved in advance by the Maintenance Superintendent.

9.02 Contractor shall provide on-site staffing at the prescribed hours five (5) days per week, Monday through Friday at the Special Districts indicated on the work schedules approved in advance by the Maintenance Superintendent. Contractor shall provide on-site staffing at the prescribed hours seven (7) days per week, Sunday through Saturday at all park sites. Any changes in the days and hours of operation heretofore prescribed shall be subject to prior written approval by the Maintenance Superintendent.

9.03 Per State of California Labor Code, Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Agreement shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the City the sum of Twenty-five Dollars ($25.00) for each laborer, worker or mechanic employed in the execution of said Agreement by him, or any subcontractor under him, upon any of the work included in said Agreement for each calendar day during which such laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provision of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

10. MAINTENANCE SCHEDULES

10.01 Contractor shall provide a work schedule for the Districts to be maintained which shall be submitted to the Maintenance Superintendent within ten (10) days after the effective date of this Agreement for his approval.

10.02 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Maintenance Superintendent within five (5) working days prior to scheduled time for the work.

10.03 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirement to notify the Maintenance Superintendent for Specialty Type maintenance as set forth immediately hereinafter.

10.04 Contractor shall notify the Maintenance Superintendent, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations, "Specialty Type" operations are defined as:

a. Fertilization
b. Turf aerification
c. Turf renovation/verticutting
d. Turf reseeding
e. Spraying of trees, shrubs or turf
f. Pruning trees and shrubs
g. Other items as determined by the Parks and Maintenance Superintendent

Said "Specialty Type" maintenance services shall be performed in compliance with an approved specialized maintenance program prepared by Contractor. Failure to complete special services in accord with the schedules set forth in the specialized maintenance program will result in the Contractor becoming liable to the City for liquidated damages ($100 per day) without written notice commencing automatically upon the first day following the final date such work was to be completed.

11. CONTRACTOR'S STAFF

11.01 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised by a qualified, English speaking, Foreman in the employ of the Contractor.

11.02 Contractor shall transfer or discharge any employee whose conduct or activity shall, in the reasonable exercise of discretion by the Maintenance Superintendent, be deemed detrimental to the interest of the public patronizing the premises. Contractor shall transfer or discharge any such person within a reasonable time following notice therefore from the

Maintenance Superintendent and such person shall not be employed at any other City District area of maintenance contracted for and maintained by, the Contractor.

11.03 Maintenance Superintendent may require the Contractor to establish an identification system for personnel assigned to an area of maintenance which clearly indicates to the public the name of the Contractor responsible for the landscape and appurtenant maintenance services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the Maintenance Superintendent.

11.04 The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically; uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts, shall be worn at all times and buttoned.

12. SIGNS/IMPROVEMENTS

12.01 Contractor shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval therefore is obtained from the Maintenance Superintendent.

13. UTILITIES

13.01 The City shall pay for all utilities. However, water usage shall not exceed amount required to comply with irrigation schedules established by the Contractor and approved by the Maintenance Superintendent. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from City will be presented to the Contractor by the Maintenance Superintendent prior to actual deduction to allow for explanations.

14. NON-INTERFERENCE

14.01 Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

15. STORAGE FACILITIES

15.01 City shall not provide any storage facilities for the Contractor.

16. TURF CARE

16.01 The Contractor shall perform at his sole expense the following services:

a. Mowing - Turf to be mowed with an adequately sharpened rotary or reel type mower, equipped with rollers, to ensure a smooth surface appearance without scalping. All warm season grasses (Bermuda, St. Augustine, and Kikuyu) to be cut at a 1-inch height throughout the year. All cool season grasses (Blue Grass and Fescues) to be cut at 2 1/2 inches during April through November and at 2 inches during December to March of each year. The mowing heights will be adjusted by the Maintenance Superintendent during periods of renovation. All grass clippings will be collected and removed from the site on the same day the area is mowed. Notwithstanding the previous statements, use of a mulching type mower that deposits finely ground clippings in place is authorized and encouraged (large clumps of clippings must be removed). A mowing schedule will be established and maintained. This schedule will provide that all areas will be mowed not less than once a week during the warm season of April to November and once every two weeks during the cool season of December to March. This schedule will be submitted to the Maintenance Superintendent for approval.

b. Edging - With each cutting the edge of the grass along sidewalks, curbs, shrub and flower beds, and walls shall be trimmed to a neat and uniform line. Such edging shall be done with a power edger with a rigid blade. Where trees and shrubs occur in turf areas, all grass shall be removed 6 inches from the trunks of trees and away from the drip line of shrubs by use of power scythe, approved chemicals, or small mowers as required. Trim around all sprinkler heads as necessary in order to provide maximum water coverage. Edging will be done concurrent with each mowing. The edge of the turf shall be trimmed around value boxes, meter boxes, backflow devices or any structures located within the turf areas. All turf edges are to be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. All clippings shall be removed from site the same day area is edged. After mowing and edging is completed all adjacent walkways are to be swept clean by power blower.

c. Weed Control - Control turf weeds as needed and in accordance with the specialized maintenance program. Hand removal of noxious weeds or grasses will be required as necessary.

d. Insect/Disease Control - Eliminate all insect or disease affecting turf areas as they occur.

e. Aerating - Aerate all turf areas four (4) times annually in accordance with the specialized maintenance program. Aerate all turf by using 1/2-inch tines removing 4-inch cores of sod with an

aerator machine at not more than 6-inch spacing once over. Maintenance Superintendent is to be notified at least two (2) weeks prior to the exact date of aerating.

f. Thatch Removal - Renovate all warm season grasses to the soil line and verticut all cool season grasses once annually prior to the overseeding operation to be performed in the fall of each year. Equipment will consist of standard renovating or vertical mowing types. Maintenance Superintendent is to be notified at least two (2) weeks prior to the exact date of renovation.

g. Irrigation - Irrigation, including hand-watering and bleeding of valves during an emergency situation, as required to maintain adequate growth rate and appearance and in accordance with a schedule most conducive to plant growth. Contractor to provide Maintenance Superintendent with monthly written irrigation schedule on form provided for this purpose. Maintenance Superintendent shall have the ability to change the irrigation schedule as the need develops.

Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

(1) Consideration must be given to the soil conditions, seasonal temperatures, wind conditions, humidity, minimizing runoff and the relationship of conditions which affect day and night watering. This may include daytime watering during winter weather to prevent icy conditions and manual operation of the irrigation system during periods of windy or inclement weather. During freezing, rainy and/or windy conditions, automatic irrigation will be discontinued.

(2) In areas where wind creates problems of spraying water onto private property or road rights-of-way, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night (between the hours of 7:00 p.m. and 6:00 a.m.).

(3) The Contractor shall be responsible for monitoring all systems within the jurisdiction of this specification and correct for: coverage, adjustment, clogging of lines, and removal of obstacles, including plant materials which obstruct the spray.

(4) Check systems daily and adjust and/or repair any sprinkler heads causing excessive runoff, including slope areas, or which throw directly onto roadway paving or walks (where sprinkler heads can be adjusted) within the District.

(5) All controllers shall be adjusted on a weekly basis considering the water requirements of each remote-control valve (sprinkler station).

(6) Irrigation system will be controlled by Contractor in such a way as not to cause an excessively wet area which could

interfere with the Contractor's ability to mow all turf.

(7) The Contractor shall observe and note any deficiencies occurring from the original design and review these findings with the Maintenance Superintendent, so necessary improvements can be considered.

(8) Contractor shall repair or replace all leaking or defective valves immediately upon occurrence, or within twenty-four (24) hours following notification from the Maintenance Superintendent of such a deficiency.

(9) A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

(10) Contractor shall file a monthly statement with the Department of Public Works certifying that all irrigation systems are functioning properly and provide a monthly irrigation schedule for the succeeding month.

(11) Contractor shall also be required to file a yearly certification with the Department of Health Services and/or Walnut Valley Water District that all backflow prevention devices on the irrigation systems are operating in accordance with the requirements established by the Los Angeles County Health Services Department and/or Walnut Valley Water District. It will be the responsibility of the Contractor to repair and replace when necessary, subject to the provisions of Section 21 hereunder, all backflow prevention devices at his sole expense. Said certification shall be completed within thirty (30) days upon notification from the Department of Health Services and/or Walnut Valley Water District that said certifications are due.

h. Fertilization - Apply fertilizers so as to provide sufficient nitrogen and other basic nutrients on a regular basis to maintain the turf in a healthy condition, or as directed by the Maintenance Superintendent. **Fertilizer will be applied as often as required to maintain deep green color at all times.** The type of turf and time of year will determine the type of fertilizer used. The frequency of application will greatly depend on the amount of leaching caused by excess use of water. The type of fertilizer used and frequency applied shall be recorded. Coordinate all fertilizer applications with the Maintenance Superintendent.

Contractor shall use only dry pelletized fertilizers unless otherwise approved by the Maintenance Superintendent. Applications shall be in accordance with the manufacturer's specifications. All applications shall be recorded and specifically identified on the contractor's maintenance schedule indicating the fertilizer used and frequency applied.

When applying fertilizer granules, every precaution shall be taken to contain material in the planting areas. Contractor will be responsible for removing all fertilizer stains from concrete caused by application.

Turf Reseeding - Contractor shall once each year in fall, at contractor's sole expense, overseed all turf after aerification and overseed all bare spots as needed throughout the remainder of the year to re-establish turf to an acceptable quality. When Contractor reseeds turf, he will aerify, renovate or verticut, seed and mulch (spread evenly over the entire area to a uniform depth of 1/4 inch) in this sequence. The Maintenance Superintendent may require the use of sod when deemed necessary. Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to the negligence of the Contractor. Overseeding shall be sown at a rate of five (5) pounds per 1, 000 square feet and reseeding of bare areas shall be sown at a rate of eight (8) pounds per 1,000 square feet with a City approved grass seed. Coordinate seed type with City. In addition, on sports fields, hulled Bermuda grass seed (at least 48% pure seed) at a ratio of 2:1 of the approved seed shall be added.

17. SHRUB AND GROUNDCOVER CARE

17.01 The Contractor shall perform at his sole expense the following services:

a. Pruning - Prune shrubbery during the month of January through March to encourage healthy growth habits and for shape and appearance with the exception of roses which shall be pruned no later than January. All shrubs shall be free of dead wood, weak, diseased, insect infested and damaged limbs at all times. Remove all clippings the same day shrubbery is pruned.

b. Trimming - Restrict growth of shrubbery and ground covers to area behind curbs and walkways, and within planter beds by trimming, as necessary, or upon written notice by the Maintenance Superintendent.

c. Renovation - Renovate ground covers according to prescribed practices in the industry as needed to maintain a healthy vigorous appearance and growth rate.

d. Disease and Insect Control - Maintain free of disease and insects and treat when needed pursuant to section 20.

e. Weed Control - All ground cover and shrub beds are to be kept weed free at all times. Methods for control can incorporate one or all three of the following

(1) Hand removal.
(2) Cultivation.
(3) Chemical eradication.

f. Fertilization - Apply fertilizer at least two (2) times per year (during

the months of March and April, and September and October) to provide a healthy color in all plants with foliar feedings if applicable. Contractor will cultivate around plants where needed. Fertilizer should be a balanced inorganic 10-6-4 ratio with trace elements. The Contractor shall provide the Maintenance Superintendent with a fertilization schedule, with two (2) weeks notification prior to the proposed fertilization.

g. Irrigation - Irrigate including hand watering and bleeding of valves in emergency situations where automatic systems are not functioning as required to maintain adequate growth rate and appearance. Section 16, Paragraph g, concerning irrigation practices shall apply to shrubs and ground covers.

h. Shrub and Ground Cover Replacement - All damaged, diseased (untreatable) or dead shrubs and ground covers will be replaced with the exact same material that existed and of similar size as required by the Maintenance Superintendent unless otherwise notified by the Maintenance Superintendent in writing. Substitutions for any plant materials must have prior approval in writing by the Maintenance Superintendent. Original plans and specifications should be consulted to determine correct identification of species. All shrubs shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance of the job by the Maintenance Superintendent.

18. TREE CARE

18.01 The Contractor at his sole expense shall perform the following services:

a. Tree Maintenance -

(1) Contractor shall be responsible for the pruning, shaping and removal of trees under 15’ in height. The Contractor shall inform the Maintenance Superintendents office of any damaged or diseased trees or any trees that pose a threat to adjacent concrete, walls or property.

(2) All trees shall be maintained free of all dead, diseased and damaged branches back to the point of breaking. Cuts must be made flush with the parent limb or trunk to promote proper healing. All sucker growth is to be removed from trees as it occurs.

(3) Maintain seven *(7)* foot clearance for branches overhanging walks and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of streets where applicable.

(4) Control insects and diseases as needed pursuant to the provisions of Section 19.

(5) Stake and support all replacement trees and replace stakes which have been broken or damaged on existing trees as required.

(a) Tree stakes shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen

(15) gallon trees sizes (two (2) per tree).

(b) Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire two (2) ties per tree.

(c) Tree ties shall be “Cinch Tie” tree supports or approved equivalent.

(d) Stakes will not be placed closer than eight (8) inches from trunk of the tree.

(e) Stakes and ties will be placed so no chafing of bark occurs and shall be checked frequently and retied to prevent girdling.

b. Fertilization - Apply fertilizer within drip line at least once per year (during the months of March - April) to provide a healthy color in all plants. Fertilizer should be a balanced inorganic 10-6-4 ratio with trace elements. The Contractor shall provide the Maintenance Superintendent with two (2) weeks notification prior to the fertilizer application.

c. Irrigation – Irrigation will be programmed in conjunction with automatic controllers or manual control valves servicing turf or ground cover and shrub areas in accordance with the requirements of Section 16, Paragraph G.

d. Permits – If a permit is required for tree pruning, City Department of Public Works will obtain permit prior to commencement of work by Contractor.

e. Tree Replacement - All trees permanently damaged by any means will be replaced with the identical species of tree existing previously, unless otherwise notified in writing by the Maintenance Superintendent. The need for and the size of replacement will be determined by the Maintenance Superintendent at the monthly maintenance inspection meeting or upon written notification. Size of the replacement shall be of a like size not to exceed a 36-inch box specimen container size. Substitutions will require prior written approval by the Maintenance Superintendent. Original plans and specifications should be consulted to insure correct identification of species.

f. Olive Tree Spraying - Ornamental olive trees shall be sprayed to prevent fruit set by use of Maintain. Two applications shall be required 7-10 days apart. The first application shall be applied when 1/2 to 3/4 of the olive blooms are open (sometime between April 1 and May 10). Both spray applications shall be put on using a power sprayer with a minimum of 150 p.s.i. pressure.

19. USE OF CHEMICALS (PESTICIDES) AND DISEASE AND PEST CONTROL

19.01 The Contractor shall perform at his sole expense the following services:

a. Disease, insect and pest control tasks described previously in turf, shrub/ground cover and tree care specifications.

b. Control of weeds, insects and pests in the District areas,

landscaped or natural, that may have an immediate adverse effect on adjacent private property.

19.02 Chemical use shall be controlled by the contractor per the following:

a. Chemical Application - All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Advisor License is required prior to chemical application.
b. Permits- All chemicals requiring a special permit for use must be registered by the Contractor with the County Agricultural Commissioner Office and a permit obtained with a copy to the City Department of Public Works prior to use. A copy of all forms submitted to the County Agricultural Commissioner shall be given to the Maintenance Superintendent on a timely basis.
c. Compliance with Regulations - All regulations and safety precautions listed in the 'Pesticide Information and Safety Manual published by the University of California will be adhered to.
d. Pest Control – Control of ground squirrels, gophers, and other burrowing rodents by trapping and/or eradication will be provided by the Contractor at his sole expense. Whenever holes are visible upon the surface, these holes shall be filled and securely tamped by contractor to avoid moisture runoff entering the holes. This procedure shall be followed in all areas especially within all slope areas.

20. GENERAL CLEAN-UP

20.01 The Contractor shall perform at his sole expense the following services:

a. Trash Removal - Remove all trash and accumulated debris from site.
b. Policing of Areas - All areas under maintenance and other designated areas will have above identified trash removed daily, seven days per week throughout the year.
c. Concrete/Asphalt Median Strip Maintenance - Contractor is responsible for weed and grass removal within concrete/asphalt median strip areas, if any, at all times.
d. Curb and Gutter Maintenance - Contractor is responsible for removal of weeds and grass from curb and gutter expansion joints at all times.
e. Walkway Maintenance - Walkways, if any, will be cleaned immediately following mowing and edging and cleaned by use of power sweeping or blower equipment not less than once per week. This includes removal of all foreign objects from surfaces such as gum, dog feces, grease, paint, graffiti, etc. All walkway cracks and expansion joints shall be maintained weed and grass free at all times.
f. Drain Maintenance - All drains, "V' ditches and catch basins shall

be free of siltation and debris at all times.

g. Removal of Leaves - Accumulations of leaves shall be removed from all areas not less than once per week.

h. Trash Containers in Mini-Parks - All trash containers in mini-parks shall be emptied daily, seven days per week, throughout the year, and removed from the site.

21. IRRIGATION SYSTEM MAINTENANCE OR REPAIR

21.01 All irrigation systems within the District areas designated in this specification will be repaired and maintained as required for operation, by the Contractor at his sole expense in the following manner:

a. Scope of Responsibility - The Contractor shall maintain (repair or replace as needed) and keep operable all irrigation equipment consisting of sprinkler heads, valves, lines, quick couplers, risers, automatic controllers, batteries, and backflow prevention devices. This paragraph does not require the Contractor to make a complete piping replacement of the system.

b. Replacement Requirements - Replacements will be of original materials or substitutes approved by the Maintenance Superintendent in writing prior to any installation.

c. Extent of Responsibility - The Contractor will be responsible for immediate maintenance (repair or replacement) of all irrigation systems. Contractor will be responsible at all times for hand watering and the bleeding of valves in emergency situations as required to sustain and prevent loss of turf trees, plants, and ground covers when automatic systems are not functioning. The replacement Section 21 requirements to be provided by the Contractor shall be the normal deterioration, wear and tear, or negligence upon the part of the Contractor. The replacement required by Section 21 caused by extraordinary incidents of vandalism, acts of God, and third-party negligence will be accomplished by the Contractor pursuant to the provisions of Section 23 of this Specification.

d. Ordinances – All materials and workmanship will be in accordance with applicable City or County Plumbing Ordinances. Where the provisions of the specifications exceed such requirements, the specifications shall govern.

22. MAINTENANCE AND REPAIR OF WALKWAYS & SERVICE ROADS, DRAINAGE SYSTEMS, CONCRETE BLOCKWALLS & MISCELLANEOUS IMPROVEMENTS

22.01 Walkways and Service Roads - All walkways and service roads, if any, shall be maintained by the Contractor so as to keep the integrity of the walking or driving surface in a safe, unimpaired condition. The Contractor shall be entitled to additional compensation for maintaining walkways and service roads in the following manner:

a. Broken corners will be removed and repaired as required.
b. Broken curbs or headers adjacent to or part of roadways or walkways will be repaired or replaced.
c. Contractor will not be responsible for total replacement of roadways or walkways as a result of normal deterioration, but will be required to replace all improvements damaged by his negligence.

22.02 Drainage Systems - The following services shall be provided by the contractor at his expense except as otherwise provided for:

a. All surface drains ("V" ditches), if any, shall be kept clear of debris so that water will have an unimpeded passage to its outlet. Contractor will repair or replace concrete portions as necessary for which the Contractor will receive additional compensation.
b. All sub-surface drains, if any, shall be periodically flushed with water to avoid build-up of silt and debris. All inlets to subsurface drains shall be kept clear of leaves, paper and other debris to ensure unimpeded passage of water. Contractor shall replace all broken or stolen sections of pipe, catch basin boxes and grates, for which additional compensation shall be authorized.

22.03 Miscellaneous Improvements - It will be the responsibility of the Contractor to repair or replace miscellaneous improvements such as signs and mowing strips and any other structural improvements within the District unless otherwise specified. Contractor shall be entitled to additional compensation for these services.

22.04 Walks and Trails Operation- To be done at Contractors sole expense. Contractor shall keep non-concrete walks and trails free of hazards and litter, and shall maintain the prescribed access routes by performing the hereinafter specified operations and all other work incidental thereto.
22.05 Wood chips, crushed rock, decomposed granite and other types of walkways and trails shall be kept clear for pedestrian and/or vehicular traffic. All weeds and plant materials shall be cut back to maintain clear access through such areas.
22.06 Any restrictive posts or barriers shall be maintained in an operable state.
22.07 Clear for litter and debris.
22.08 Repair/backfill ruts and erosion areas.

WALKS AND TRAILS – Frequency

22.09 Areas kept clear for access: once per month.
22.10 Posts and barriers: as needed.
22.11 Litter and debris: once per week.
22.12 Repair/backfill ruts: as needed.

23. MAINTENANCE, REPAIRS AND REPLACEMENTS DUE TO EXTRAORDINARY INCIDENTS

23.01 Contractor shall be responsible for performing maintenance, repairs and

replacements, when the need for such work arises out of extraordinary incidents such as vandalism, Acts of God, and Third-party negligence in accordance with the provisions of this Section. The Contractor shall replace as the result of any of the extraordinary incidents described in this Section (1) damaged, diseased (untreatable) or dead shrubs, ground cover and trees in accordance with Sections 17 and 18 and (2) inoperable irrigation equipment described in Section 21. The Contractor shall submit a written estimate of the cost for performing such work. The Maintenance Superintendent may, upon review and approval of such estimate, authorize the Contractor to perform said work by the issuance of a written Work Order. After submittal of the bill, the Contractor shall be reimbursed only for the agreed upon cost estimate. In the event the Contractor's written estimate is not approved, then the Maintenance Superintendent reserves the right to contract with a third party to perform such work.

24. MAINTENANCE INSPECTIONS

24.01 The Contractor shall:

a. Weekly perform a maintenance inspection during daylight hours of all facilities within the District. Such inspection shall be both visual and operational. The operational inspection shall include operation of all sprinkler, lighting and other technical systems to check for proper operational condition and reliability.

b. Monthly meet on site with an authorized representative of the Maintenance Superintendent for a walk-through inspection. Said meeting shall be at the convenience of the Maintenance Superintendent. In addition, weekly interim inspections may be made by the Maintenance Superintendent. Any corrective work required as a result of a monthly inspection or any interim inspection by the Maintenance Superintendent shall be accomplished to the satisfaction of the Maintenance Superintendent within three (3) days of the notification of deficiencies, except in the case of a leaking valve which must be repaired within 24 hours following notification.

25. PLAYGROUND EQUIPMENT MAINTENANCE

25.01 All playground sites and equipment shall be inspected at the start of each work day and sand/wood chips cleaned and raked level to remove any foreign and hazardous material and neatly groomed.

25.02 Special attention shall be made to low sand/wood chip areas, around play equipment. These sand/wood chip areas shall be leveled by distributing sand/wood chips from high areas to low areas.

25.03 All sand/wood chip play areas shall be maintained free of litter, cans, pop tops, broken glass and other debris.

25.04 All playground sites and equipment shall be checked daily, seven days per week, throughout the year and Contractor shall clean and remove litter from sand/wood chip areas daily, seven days per week, throughout the year. Any unsafe condition of play equipment shall be corrected and/or reported pursuant to Section 8 of these specifications.

25.05 By the 10th of each month, all sand areas shall be rototilled to the maximum depth that will allow complete loosening of the sand but will not cause lower base materials to be mixed in with the sand. After rototilling, all areas shall be raked level. Wood chips shall not be roto-tilled.

26. FIRE PROTECTION SLOPE AREAS MAINTENANCE

26.01 These slope areas are hillside areas and are designed to meet Los Angeles County Ordinances for fire retardation. These areas generally occur in sloping terrain with gradients ranging 10 percent to 100 percent. Slopes are either manufactured or natural. The natural slopes have been brushed to remove certain plant materials. Manufactured slopes have been hydro mulched in accordance with applicable County ordinances. Use of these areas by the residents should be minimal.

26.02 The maintenance of the natural slopes requires that the weeds and native brush be clipped to a height of 2 to 4 inches for a distance of at least 100 feet from a dwelling or structure. Also, dead wood from woody plants shall be trimmed when the area is brushed. Apply water within the cleared zone only as needed during fire season to maintain sufficient moisture content for sustenance of the plants and to inhibit combustion. Remove all debris from this operation off the District property. Weeding shall commence immediately following the rainy season once the growth of weeds has reached a maximum of 12 inches in height or when the County Fire Marshall has determined that a fire hazard condition exists. The required weeding shall be completed as soon as possible following its commencement and shall be completed throughout a District within a maximum period of thirty (30) days. Contractor shall be responsible for maintaining the brushed slope areas throughout the year in accordance with the above-identified height of weeds, dead wood removal and distance from dwellings or structures requirements. This may require that certain areas will need additional brushing as directed by the County Fire Marshall. Also, Contractor shall fertilize twice a year shrubs in these areas with inorganic 10-6-4 and remove weeds to a distance of 30 feet measured from any sidewalk adjacent to a fire protection slope area.

26.03 Where reference is made to weeding, brushing or clearing within 100 feet of a structure, it is intended that the space between the structure and the private property line is the responsibility of the owner of the property. As an example, assume a private residential lot has a depth of 100 feet, the rear or side of which abuts a fire protection slope. Assume that the structure is set back 20 feet from the property line abutting this slope. The Contractor[1]s responsibility is within the portion or balance of the 100 feet

outside of the private property boundary, or, in this case, 80 feet. Consult with the Maintenance Superintendent for any questions regarding these areas.

26.04 The maintenance of the manufactured slopes requires that the planted slopes be kept weed free at all times. Contractor shall program the irrigation system to deliver sufficient moisture within the root zone of trees and shrubs to sustain growth. Contractor shall be responsible for any damage to slope areas caused by excessive watering practices. Plants and trees shall be fertilized in accordance with the requirements of Sections 17 and 18 of these Specifications.

27. NATURAL AREAS MAINTENANCE

27.01 Natural areas are open space areas that have minimal usage due to the sloping character of the land and the rugged landscape materials that are native to the land. Contractor will provide periodic maintenance consisting of debris removal only as directed by the Maintenance Superintendent.

27.02 Surface drains (“V’ ditches) located in natural areas shall be maintained by the Contractor per 22.02.a at the Contractor’s sole expense.

28. TERM OF AGREEMENT

28.01 This Agreement shall take effect and commence upon its execution by the City Council and unless executed on the first day of a calendar month, shall continue for the rest of the partial calendar month in which executed and for a period of twelve (12) to thirty-six (36) full calendar months thereafter.

28.02 The City Council shall have the option to extend this Agreement up to three (3) additional one (1) year periods, subject to the same terms and conditions contained herein, by giving Contractor written notice of exercise of this option to renew at least thirty (30) days prior to the expiration of the initial term of this Agreement, or of any additional one (1) year extensions.

29. CONTRACTOR’S COMPENSATION

29.01 Should this Agreement commence on other than the first day of a calendar month, the Contractor’s compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full monthly rate per day, to, and including, the last day of the partial calendar month.

29.02 In the event the City Council exercises its option to extend the term of this Agreement for one or more of the additional five (5) one year periods as provided for in paragraph 28.02, the Contractor’s monthly compensation shall be subject to adjustment at the commencement of the extended term and annually thereafter (“the adjustment date”) as follows:

Any increase in compensation will be negotiated between the City and the

contractor, with the limits being no increase to a maximum of the cost of living.

The increase, if any, will be calculated with reference to cost of living during the previous year. If the increase is approved by the City Council, the increase will be calculated by adding to the Contractor's monthly compensation, the amount, if any, obtained by multiplying the contractor's compensations as of the adjustment date by the percentage by which the Consumer Price Index ("CPI") for the Los Angeles-Anaheim-Riverside metropolitan area for the month immediately preceding the Adjustment Date (the "Index Month") 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. If the Index is discontinued, the Maintenance Superintendent's office shall, as its discretion, substitute for the Index such other similar index as it may deem appropriate.

30. Diversion of Organic materials from landfills

30.01 Contractor shall divert all organic material (i.e. grass clippings, tree trimmings) from being disposed with regular refuse. Contractor shall, to the extent feasible, utilize acceptable techniques (i.e. grass recycling, composting) as approved by the Maintenance Superintendent, in the diversion of all organic materials from landfills.

30.02 Diversion shall be completed on an on-going basis.

31. Monetary Penalties for Contract Specification Deficiencies and Sub-Standard Work

31.01 Violation of the following provisions will result in the listed monetary penalty. Contract specification deficiencies and sub-standard work will be documented on the Performance Deficiency form and will be approved by the Maintenance Supervisor or Superintendent.

1. Contractor's employees shall wear proper working attire, including uniforms, proper shoes and other safety gear. (Section 11.04) Failure to comply shall result in a deduction of $100 per occurrence per day.

2. Complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Maintenance Superintendent. (Section 7.04) Failure to comply shall result in a deduction of $100 per occurrence per day.

3. Contractor shall respond to emergencies within two (2) hours of notification. (Section 1.06) Emergencies include, but are not limited to, broken water mains, stuck valves, threat to private property due to contractor's operations, natural disasters, etc. Failure to respond shall result in a deduction of $250 per occurrence.

4. Contractor shall supply the City with name(s) and phone number(s) of twenty-four (24) hours-per-day, seven (7) days-per-week contact for emergencies. (Section 7.01) Failure to maintain current information shall result in a $200 penalty for each occurrence.

5. Contractor contact shall be available by telephone during regular work hours. (Section 7.01) Failure to respond back to City representative within 30 minutes of call shall result in $250 penalty per occurrence.

6. Contractor shall provide a daily schedule (seven (7) day per week schedule) of manpower assigned to work in Diamond Bar. This schedule shall serve as the minimum manpower requirement to adequately service this contract. Failure to maintain the minimum level of manpower shall result in the immediate deficiency deduction of $200 per person per day.

7. Payments Withheld/Penalties:

   A. If the City determines that there are deficiencies in the performance of this contract, the Contractor shall be notified both verbally and in writing each time service requirements are unsatisfactory and corrective action is necessary. Upon notification of service failure, the Contractor shall complete corrective action within the time frame as noted in the contract. Should the Contractor fail to correct any deficiencies within the stated time frame, the City may exercise the following measures:

      i. Deduct from the Contractor's payment the amount necessary to correct the deficiency.

      ii. Withhold the entire or partial payment.

      iii. Utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead.

      iv. Deduct liquidated damages from Contractor's monthly invoice.

   B. Failure by the Contractor to provide reports, schedules and other deliverables as called for in this specification (and itemized below) will result in a penalty of $250 for each occurrence being withheld from the Contractor's current monthly invoice payment.

      i. "Weekly" written work schedules including tree well maintenance

      ii. Written pesticide recommendations

      iii. "Every three (3) weeks" irrigation tracking sheets for each controller

      iv. "Monthly" turf fertilization schedule (if applicable)

v. “Monthly” rodent control reports (site specific)

vi. “Monthly” chemical application report (site specific)

C. Failure by the Contractor to provide certain maintenance functions/deliverables within the timelines called for in this specification (and itemized below) will result in a penalty of $200 for each occurrence (at each site) being withheld from the Contractor’s current monthly invoice payment.

i. Failure by the Contractor to take immediate corrective action to landscape that is stressed due to lack of water, insect infestation, rodents, etc.

ii. Failure to perform as indicated on the work schedule.

iii. Responding to emergencies within two (2) hours during non-working hours.

iv. Failure to conform to the W.A.T.C.H. Traffic Control handbook.

v. Removing litter/debris from site the same day it is generated.

vi. Blowing or sweeping debris onto private property, public streets, parking lots or into stormdrains.

vii. Tree pruning or tree care within five (5) days.

viii. Failure to alleviate visibility obstructions within two (2) working days.

ix. Ground cover replacement within five (5) days.

x. Irrigation repair within twenty-four (24) hours.

xi. Irrigating during rainy weather when it is obvious that additional soil moisture is not needed. (Per controller).

xii. Objectionable weeds and subsequent days beyond three (3).

xiii. Failure to pick up litter daily.

xiv. Turf mowing and edging weekly.

xv. Failure to test and or repair backflow prevention devices in a timely manner.

Exhibit B –
City's request for Proposal,
dated November 11, 2025

REQUEST FOR PROPOSALS

The City of Diamond Bar is seeking proposals from qualified contractors to provide professional Landscape Maintenance Services for the community.

Landscape Maintenance Services

Lighting and Landscape Maintenance District 38

Proposals Due: Tuesday, January 13, 2026 at 2:00pm

City of Diamond Bar Public Works Department
21810 Copley Drive, Diamond Bar, CA 91765 (909) 838-7060

I. GENERAL INFORMATION

The City of Diamond Bar is soliciting proposals from qualified firms to provide regular landscape and maintenance services for the maintenance of Lighting and Landscape Maintenance District 38 (LLMD38). Maintenance responsibilities will include maintenance of parks, medians, parkways, slopes and trails within LLMD38.

The purpose of this maintenance contract is to provide the City of Diamond Bar with the best landscape care to maintain the City at a level expected by the City's residents, City Council, City staff, and visitors of the community. The selected contractor will work closely with the Maintenance Superintendent to ensure the most appropriate care and maintenance of the City's LLMDs.

It is the intent of the City to award a contract, in a form approved by the City Attorney, to the selected firm (see Exhibit "C"). The City reserves the right to further negotiate the terms and conditions of the contract. The City shall retain the right to reject any proposal for noncompliance with contract requirements and provisions, or to not award a contract because of unforeseen circumstances or if it is determined to be in the best interest of the City. This contract will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This contract may not be awarded to the company submitting the proposal with the lowest costs. The City Council will approve as part of the annual budget an annual contract amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the City. The proposed contract will be for a period of three (3) years commencing July 1, 2026, with the option, at the City's sole discretion, to award up to three (3) additional years upon successful demonstration of exemplary contract performance.

II. PROPOSAL SUBMISSION INSTRUCTIONS

Schedule

Post RFP:	November 12, 2025
Mandatory Job Walk:	December 16, 2025 at 9:00am
Questions Due Date:	December 23, 2025
Proposal Due Date:	January 13, 2026 at 2:00pm
Tentative Award Date:	April 2026
Start of Contract:	July 1, 2026

The Mandatory Job Walk will be held at City Hall - 21810 Copley Drive. Diamond Bar CA 91765 on December 16, 2025 9:00am

All proposals must be submitted via the City's secure online bidding system (PlanetBids): by Tuesday, January 13, 2026 no later than 2:00pm.

III. INQUIRIES/QUESTIONS

Contractors must carefully examine this RFP and any addenda that may be posted on the City's secure online bidding system (PlanetBids) prior to submission of their proposal. Contractors must seek clarification of any ambiguity, conflict, omission or other error in this RFP in writing via the City's secure online bidding system prior to submission of their proposal. If an answer materially affects the RFP, the information will be incorporated into an addendum and distributed to all contractors via the City's secure online bidding system; no other contact shall be made by the City to contractors regarding addenda to the RFP.

It shall be the contractor's sole responsibility to check the City's secure online bidding system (PlanetBids) to determine if any addenda have been posted prior to the proposal due date.

All questions shall be submitted via the City's secure online bidding system (PlanetBids).

IV. SELECTION PROCESS

Each proposal will be evaluated based on firm qualifications and the required submittals. Firm selection will be made by utilizing the criteria described in this document. Each firm will be evaluated on their qualification submissions. All firms will be notified as to the results of this evaluation. The evaluation criteria used in the selection process includes, but is not limited to, the following:

A. Quality & Completeness of Proposal
   1. Relevance & Conciseness of Proposal and Statement of Qualifications
   2. Work Statement and Quality Control Plan

B. Corporate Capability
   1. Qualifications and experience of key personnel
   2. Quantity and types of equipment
   3. The ability of the firm to provide the proper insurance coverage
   4. Financial ability of the firm to provide services to the City of Diamond Bar
   5. Internal training program for employees.
   6. Equipment
   7. Greenwaste recycling capabilities
   8. Requirement to execute City Contract per attached sample

C. Reference Evaluation
   1. Customer Service Record
   2. Performance record of the firm relating to the Project Schedule of similar scale
   3. Quantity and Quality of work previously performed
   4. References

D. Facility Evaluation
   1. The firm's customer service program

2. Equipment maintenance facility
3. The firm's plan to recycle generated greenwaste from maintenance activities.

G. Fee Schedule
1. An evaluation of the firm's Fee Schedule

V. REQUIRED QUALIFICATIONS TO BE SUBMITTED WITH PROPOSAL

Award will be made to the firm who best meets the City's requirements. All firms submitting proposals must hold a valid State of California C-27 Contractor's License. Licenses must be in good standing without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

Proposals shall include a list of all key personnel that will be performing the work outlined in the contract. Personnel must be qualified and trained in the landscape maintenance industry. This will include the staffing of an on-site Superintendent who shall be fluent in the English language. At all times during contracted landscape maintenance activities, the firm shall have work crews on site that are represented by an English-speaking Superintendent who can receive and carry out instructions given by proper authorities.

The firm shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict with the contract, which may be delivered to said party or his representatives on the work.

Proposals shall include a list of similar and separate Southern California municipal multi-year landscape maintenance contracts which have been successfully completed within the last five (5) years. Each project shall be of comparable size and scope of this project (descriptions of these projects and contact persons must be provided with proposal submission).

Proposals shall include a Quality Control Plan with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The successful contractor shall be required to comply with this quality control throughout the term of the contract. Contractors shall include with the proposal a copy of their current Safety Manual that meets SB 198 requirements for injury and illness prevention.

VI. SUBMITTALS

Firms wishing to have their proposals considered for this contract shall submit the following, as a minimum:

A. Proposal form provided. See pages 7 and 8.
B. A statement of firm's qualifications applicable to this contract, including the following:
1. State of California Contractor's License number and expiration date, C-27.

2. Names, qualifications and proposed duties of key personnel to be assigned to this project. The firm shall identify a full-time English speaking Site Superintendent, who is capable of communicating with any City representative and be authorized to act on behalf of the firm.
3. List of staff qualifications including but not limited to:
    a. California State Licensed Pest Control Advisor employed by the firm.
    b. California State Licensed Pest Control Applicator employed by the firm.
    c. Irrigation Technicians.
4. Technical ability and experience similar in scope to this contract.
5. Statement of past project disqualification(s) and litigation.
6. Quality Control Plan.
7. Customer Service Program.
8. Safety Training Program.
9. Industrial Safety Record.
10. Letters of Reference.

C. A description of previous experience, including projects of similar nature.

D. A detailed description of the proposed services to be performed along with schedules, list of key personnel, and vehicles that would be required to complete this project.

E. Affirmative statement of compliance with indemnity and insurance.

F. Affirmative statement of willingness to sign City Contract (See Exhibit “C”).

G. A written description of the firm’s plan to report green waste generated and the method for its disposal.

H. The firm must submit a proposed *Quality and Cost Control Plan* to enhance the service and responsiveness to the City. It should include the following:
1. The methodology in which the firm will handle complaints from the public and damage to public & private property
2. Effective means to correct problems.
3. The means the firm will use for completing the project

I. Corporate and Financial Capability. The contractor shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources to perform the services required by these specifications. No contract will be awarded to any contractor who, as determined by the City, has an unsatisfactory performance record or inadequate experience, or who at any time lacks the necessary financial resources to provide the services in strict accordance with the specifications.

VII. INSPECTION OF SITE

Prior to submitting a proposal, Contractors must familiarize themselves with the work contemplated in the contract, and be responsible for any condition which adequate field inspection would have revealed. Submission of a proposal shall be deemed conclusive evidence that such examination has been made by each Contractor and shall constitute a waiver by each of all claims of error in the proposal, withdrawal of the proposal, or combination thereof, under the executed Agreement, or any revision thereof.

The work to be done consists of furnishing all materials, equipment, transportation, tools, labor, and incidentals to provide Landscape Maintenance Services detailed in this contract as outlined throughout this proposal.

VIII. SCOPE OF WORK

Contractor shall perform services as listed in EXHIBIT A Specifications for the Maintenance of Lighting and Landscape Maintenance District.

Note: All maps and areas are approximant and actuals may vary.

PROPOSAL FORM

LANDSCAPE MAINTENANCE SERVICES

The undersigned as proposer declares that he has carefully examined each location of the proposed work, that he has examined the Specifications and read the accompanying instructions to proposers, and hereby proposes and agrees, if the proposal is accepted, to furnish all labor and equipment and do all work required by Specifications and Agreement.

Name of Company: _____

Address: _____

Phone/fax: _____

Contact Person: _____

Years in business: _____

The undersigned proposer further understands that the City of Diamond Bar, California reserves the right to award all or any part of this bid without any obligation to the City. The City also reserves the right to waive any informality in proposals.

Name of Contractor

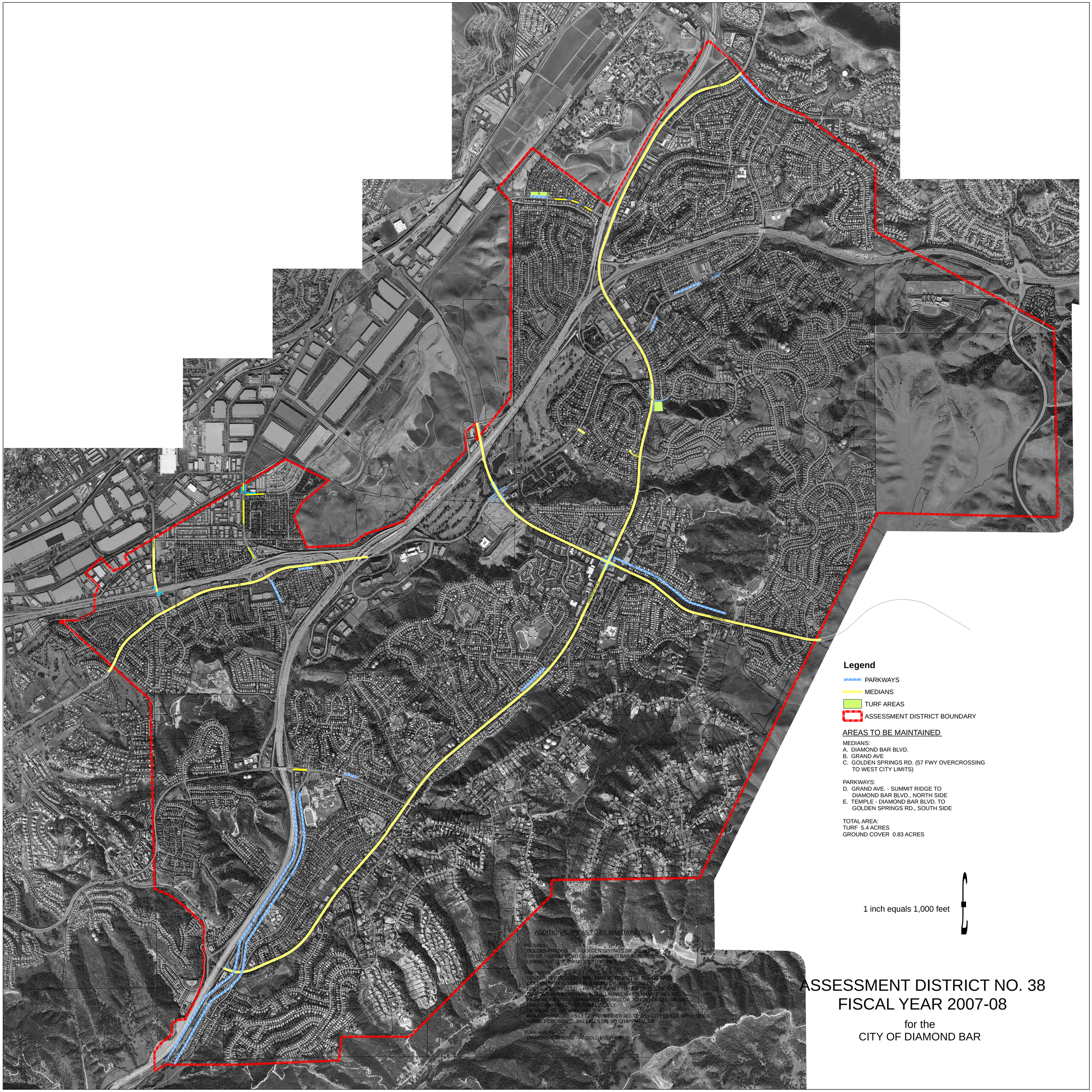
_____ By: _____ Date: _____

Print Signature of Contractor

Contract pricing for year one (1) must be firm fixed pricing. Pricing for subsequent contract years will be limited to the Consumer Price Index (CPI) for any such proposed price adjustment and shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, California, All Items, Not Seasonally Adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year. (March-March comparison).

Maintenance Services for LLMD38

Bid Item 1		
Park/Location	**Address**	**Monthly Cost**
1. All Locations – LLMD 38	Various	
	TOTAL MONTHLY COST	


Legend
PARKWAYS
MEDIANS
TURF AREAS
ASSESSMENT DISTRICT BOUNDARY
AREAS TO BE MAINTAINED
MEDIANS:
A. DIAMOND BAR BLVD.
B. GRAND AVE
C. GOLDEN SPRINGS RD. (57 FWY OVERCROSSING TO WEST CITY LIMITS)
PARKWAYS:
D. GRAND AVE. - SUMMIT RIDGE TO DIAMOND BAR BLVD., NORTH SIDE
E. TEMPLE - DIAMOND BAR BLVD. TO GOLDEN SPRINGS RD., SOUTH SIDE
TOTAL AREA:
TURF 5.4 ACRES
GROUND COVER 0.83 ACRES
1 inch equals 1,000 feet
ADDITIONAL AREAS TO BE MAINTAINED
MEDIANS:
GOLDEN PRADOS DR. - GOLDEN SPRINGS DR. TO HOPE ST.
TIN DR. - GREAT BEND DR. TO DIAMOND BAR BLVD.
LEMON AVE. - LYCOMING ST. TO 60 FWY
PARKWAYS:
GOLDEN SPRINGS DR. - BALLENA DR. TO END OF CUL-DE-SAC
GOLDEN SPRINGS DR. - EL ENCINO DR. TO PLATINA DR.
GOLDEN SPRINGS DR. - RANCHERIA RD. TO END OF CUL-DE-SAC
DIAMOND BAR BLVD. - MOUNTAIN LAUREL WAY TO MAPLE HILL RD.
PATHFINDER RD. - EVERGREEN SPRINGS DR. TO END OF CUL-DE-SAC
ERBENON RD. - SERRANO ST. S'LY
SERRANO ST. - AT ADEL AVE.
BREA CANYON RD. - S'LY OF PATHFINDER RD. TO S'LY CITY LIMITS, BOTH SIDES
SUNSET CROSSING - BIG FALLS DR. TO CHAPPARAL DR.
TURF AREAS:
DIAMOND BAR BLVD. - AT GOLD RUSH DR.
ASSESSMENT DISTRICT NO. 38
FISCAL YEAR 2007-08
for the
CITY OF DIAMOND BAR

REQUEST FOR PROPOSALS

The City of Diamond Bar is seeking proposals from qualified contractors to provide professional Landscape Maintenance Services for the community.

Landscape Maintenance Services

Lighting and Landscape Maintenance District 39

Proposals Due: Tuesday, January 13, 2026 at 2:00pm

City of Diamond Bar Public Works Department
21810 Copley Drive, Diamond Bar, CA 91765 (909) 839-7060

I. GENERAL INFORMATION

The City of Diamond Bar is soliciting proposals from qualified firms to provide regular landscape and maintenance services for the maintenance of Lighting and Landscape Maintenance District 39 (LLMD39). Maintenance responsibilities will include maintenance of parks, medians, parkways, slopes and trails within LLMD39.

The purpose of this maintenance contract is to provide the City of Diamond Bar with the best landscape care to maintain the City at a level expected by the City's residents, City Council, City staff, and visitors of the community. The selected contractor will work closely with the Maintenance Superintendent to ensure the most appropriate care and maintenance of the City's LLMDs.

It is the intent of the City to award a contract, in a form approved by the City Attorney, to the selected firm (see Exhibit "C"). The City reserves the right to further negotiate the terms and conditions of the contract. The City shall retain the right to reject any proposal for noncompliance with contract requirements and provisions, or to not award a contract because of unforeseen circumstances or if it is determined to be in the best interest of the City. This contract will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This contract may not be awarded to the company submitting the proposal with the lowest costs. The City Council will approve as part of the annual budget an annual contract amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the City. The proposed contract will be for a period of three (3) years commencing July 1, 2026, with the option, at the City's sole discretion, to award up to three (3) additional years upon successful demonstration of exemplary contract performance.

II. PROPOSAL SUBMISSION INSTRUCTIONS

Schedule

Post RFP:	November 12, 2025
Mandatory Job Walk:	December 16, 2025 at 9:00am
Questions Due Date:	December 23, 2025
Proposal Due Date:	January 13, 2026 at 2:00pm
Tentative Award Date:	April 2026
Start of Contract:	July 1, 2026

The Mandatory Job Walk will be held at City Hall - 21810 Copley Drive. Diamond Bar CA 91765 on December 16, 2025 9:00am

All proposals must be submitted via the City's secure online bidding system (PlanetBids): by Tuesday, January 13, 2026 no later than 2:00pm.

III. INQUIRIES/QUESTIONS

Contractors must carefully examine this RFP and any addenda that may be posted on the City's secure online bidding system (PlanetBids) prior to submission of their proposal. Contractors must seek clarification of any ambiguity, conflict, omission or other error in this RFP in writing via the City's secure online bidding system prior to submission of their proposal. If an answer materially affects the RFP, the information will be incorporated into an addendum and distributed to all contractors via the City's secure online bidding system; no other contact shall be made by the City to contractors regarding addenda to the RFP.

It shall be the contractor's sole responsibility to check the City's secure online bidding system (PlanetBids) to determine if any addenda have been posted prior to the proposal due date.

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IV. SELECTION PROCESS

Each proposal will be evaluated based on firm qualifications and the required submittals. Firm selection will be made by utilizing the criteria described in this document. Each firm will be evaluated on their qualification submissions. All firms will be notified as to the results of this evaluation. The evaluation criteria used in the selection process includes, but is not limited to, the following:

A. Quality & Completeness of Proposal
   1. Relevance & Conciseness of Proposal and Statement of Qualifications
   2. Work Statement and Quality Control Plan

B. Corporate Capability
   1. Qualifications and experience of key personnel
   2. Quantity and types of equipment
   3. The ability of the firm to provide the proper insurance coverage
   4. Financial ability of the firm to provide services to the City of Diamond Bar
   5. Internal training program for employees.
   6. Equipment
   7. Greenwaste recycling capabilities
   8. Requirement to execute City Contract per attached sample

C. Reference Evaluation
   1. Customer Service Record
   2. Performance record of the firm relating to the Project Schedule of similar scale
   3. Quantity and Quality of work previously performed
   4. References

D. Facility Evaluation
   1. The firm's customer service program

2. Equipment maintenance facility
3. The firm's plan to recycle generated greenwaste from maintenance activities.

G. Fee Schedule
1. An evaluation of the firm's Fee Schedule

V. REQUIRED QUALIFICATIONS TO BE SUBMITTED WITH PROPOSAL

Award will be made to the firm who best meets the City's requirements. All firms submitting proposals must hold a valid State of California C-27 Contractor's License. Licenses must be in good standing without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

Proposals shall include a list of all key personnel that will be performing the work outlined in the contract. Personnel must be qualified and trained in the landscape maintenance industry. This will include the staffing of an on-site Superintendent who shall be fluent in the English language. At all times during contracted landscape maintenance activities, the firm shall have work crews on site that are represented by an English-speaking Superintendent who can receive and carry out instructions given by proper authorities.

The firm shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict with the contract, which may be delivered to said party or his representatives on the work.

Proposals shall include a list of similar and separate Southern California municipal multi-year landscape maintenance contracts which have been successfully completed within the last five (5) years. Each project shall be of comparable size and scope of this project (descriptions of these projects and contact persons must be provided with proposal submission).

Proposals shall include a Quality Control Plan with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The successful contractor shall be required to comply with this quality control throughout the term of the contract. Contractors shall include with the proposal a copy of their current Safety Manual that meets SB 198 requirements for injury and illness prevention.

VI. SUBMITTALS

Firms wishing to have their proposals considered for this contract shall submit the following, as a minimum:

A. Proposal form provided. See pages 7 and 8.
B. A statement of firm's qualifications applicable to this contract, including the following:
1. State of California Contractor's License number and expiration date, C-27.

2. Names, qualifications and proposed duties of key personnel to be assigned to this project. The firm shall identify a full-time English speaking Site Superintendent, who is capable of communicating with any City representative and be authorized to act on behalf of the firm.
3. List of staff qualifications including but not limited to:
    a. California State Licensed Pest Control Advisor employed by the firm.
    b. California State Licensed Pest Control Applicator employed by the firm.
    c. Irrigation Technicians.
4. Technical ability and experience similar in scope to this contract.
5. Statement of past project disqualification(s) and litigation.
6. Quality Control Plan.
7. Customer Service Program.
8. Safety Training Program.
9. Industrial Safety Record.
10. Letters of Reference.

C. A description of previous experience, including projects of similar nature.

D. A detailed description of the proposed services to be performed along with schedules, list of key personnel, and vehicles that would be required to complete this project.

E. Affirmative statement of compliance with indemnity and insurance.

F. Affirmative statement of willingness to sign City Contract (See Exhibit “C”).

G. A written description of the firm’s plan to report green waste generated and the method for its disposal.

H. The firm must submit a proposed *Quality and Cost Control Plan* to enhance the service and responsiveness to the City. It should include the following:
1. The methodology in which the firm will handle complaints from the public and damage to public & private property
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3. The means the firm will use for completing the project

I. Corporate and Financial Capability. The contractor shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources to perform the services required by these specifications. No contract will be awarded to any contractor who, as determined by the City, has an unsatisfactory performance record or inadequate experience, or who at any time lacks the necessary financial resources to provide the services in strict accordance with the specifications.

VII. INSPECTION OF SITE

Prior to submitting a proposal, Contractors must familiarize themselves with the work contemplated in the contract, and be responsible for any condition which adequate field inspection would have revealed. Submission of a proposal shall be deemed conclusive evidence that such examination has been made by each Contractor and shall constitute a waiver by each of all claims of error in the proposal, withdrawal of the proposal, or combination thereof, under the executed Agreement, or any revision thereof.

The work to be done consists of furnishing all materials, equipment, transportation, tools, labor, and incidentals to provide Landscape Maintenance Services detailed in this contract as outlined throughout this proposal.

VIII. SCOPE OF WORK

Contractor shall perform services as listed in EXHIBIT A Specifications for the Maintenance of Lighting and Landscape Maintenance District 39 and EXHIBIT B Specifications for the Maintenance of Lighting and Landscape Maintenance District 39 Parks.

LLMD 39 Parks are as follows:

- Silvertip Park - 904 Longview Dr.
- Longview Park North - 1071 Longview Dr.
- Longview Park South - 1631 Longview Dr.
- Summitridge Mini Park – 1313 Summitridge Dr.
- Stardust Park - 1323 Stardust Dr.

Note: All maps and areas are approximant and actuals may vary.

PROPOSAL FORM

LANDSCAPE MAINTENANCE SERVICES

The undersigned as proposer declares that he has carefully examined each location of the proposed work, that he has examined the Specifications and read the accompanying instructions to proposers, and hereby proposes and agrees, if the proposal is accepted, to furnish all labor and equipment and do all work required by Specifications and Agreement.

Name of Company: _____

Address: _____

Phone/fax: _____

Contact Person: _____

Years in business: _____

The undersigned proposer further understands that the City of Diamond Bar, California reserves the right to award all or any part of this bid without any obligation to the City. The City also reserves the right to waive any informality in proposals.

Name of Contractor

_____ By: _____ Date: _____

Print Signature of Contractor

Contract pricing for year one (1) must be firm fixed pricing. Pricing for subsequent contract years will be limited to the Consumer Price Index (CPI) for any such proposed price adjustment and shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, California, All Items, Not Seasonally Adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year. (March-March comparison).

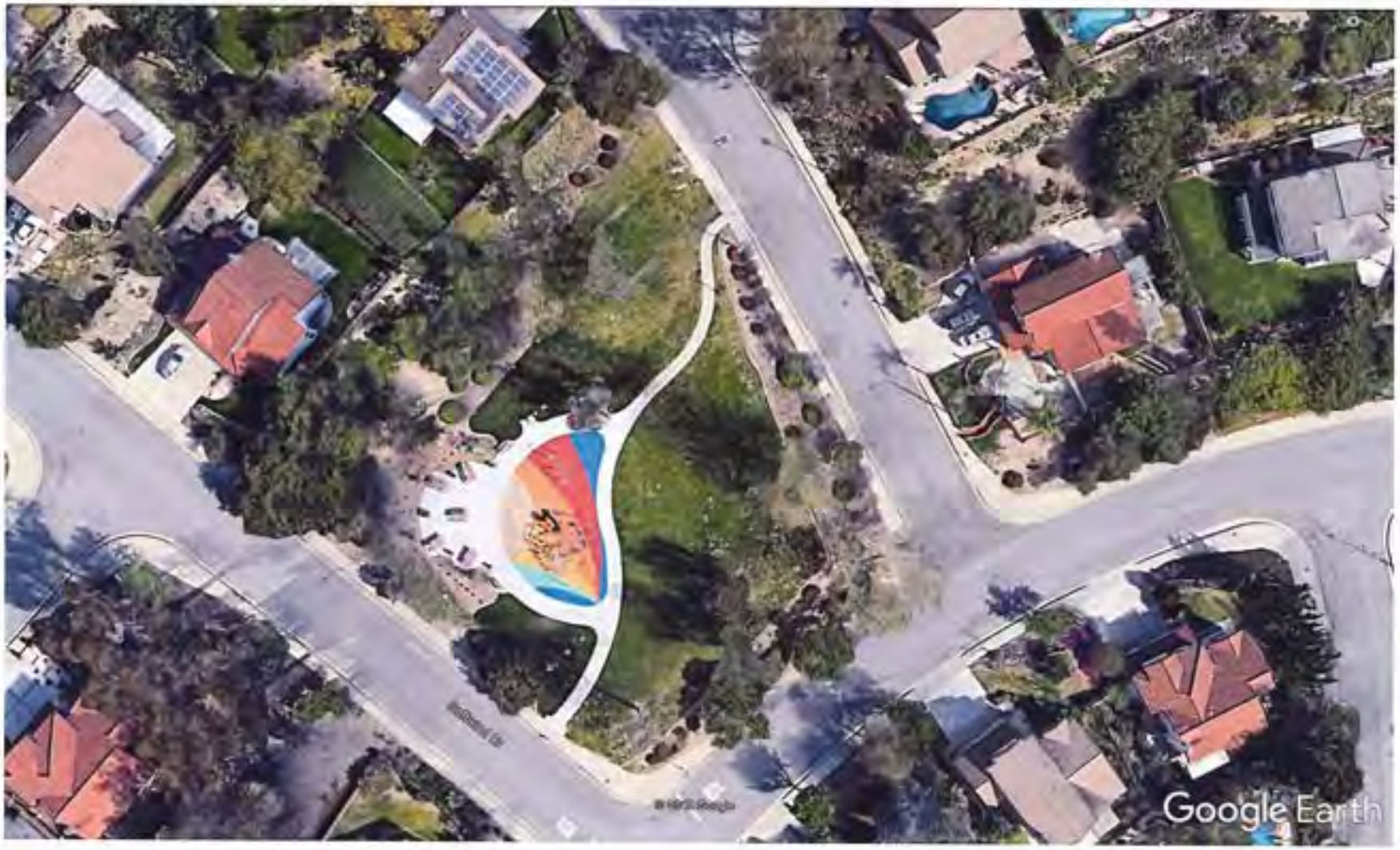
Maintenance Services for LLMD39 and LLMD39 Parks

Bid Item 1		
Park/Location	**Address**	**Monthly Cost**
1. Longview Park South - LLMD 39	1631 Longview Dr.	
2. Longview Park North - LLMD 39	1071 Longview Dr.	
3. Stardust Park - LLMD 39	1323 Stardust Dr.	
4. Silvertip Park and Trail - LLMD 39	904 Longview Dr.	
5. Summitridge Mini Park- LLMD 39	1313 Summitridge Dr.	
6. All Trails - LLMD 39	Various	
7. All Fire Protection Area – LLMD 39	Various	
8. All Other Locations – LLMD 39	Various	
	TOTAL MONTHLY COST	


Special District 39
DIAMOND BAR
Special District 39
GRAND


Special District 39 (acre)
Brush
72.5
Parks
6.9
Slope
16.1
Turf Area
0.3
0
50
100
# of Parks
5
6.9

Stardust Park - LLMD 39



Summitridge Mini Park- LLMD 39



Longview Park South - LLMD 39



Longview Park North - LLMD 39



Silvertip Park - LLMD 39




SILVERTIP PARK TRAIL
Google earth

DISTRICT 39 TRAILS



REQUEST FOR PROPOSALS

The City of Diamond Bar is seeking proposals from qualified contractors to provide professional Landscape Maintenance Services for the community.

Landscape Maintenance Services

Lighting and Landscape Maintenance District 41

Proposals Due: Tuesday, January 13, 2026 at 2:00pm

City of Diamond Bar Public Works Department
21810 Copley Drive, Diamond Bar, CA 91765 (909) 841-7060

I. GENERAL INFORMATION

The City of Diamond Bar is soliciting proposals from qualified firms to provide regular landscape and maintenance services for the maintenance of Lighting and Landscape Maintenance District 41 (LLMD41). Maintenance responsibilities will include maintenance of parks, medians, parkways, slopes and trails within LLMD41.

The purpose of this maintenance contract is to provide the City of Diamond Bar with the best landscape care to maintain the City at a level expected by the City's residents, City Council, City staff, and visitors of the community. The selected contractor will work closely with the Maintenance Superintendent to ensure the most appropriate care and maintenance of the City's LLMDs.

It is the intent of the City to award a contract, in a form approved by the City Attorney, to the selected firm (see Exhibit "C"). The City reserves the right to further negotiate the terms and conditions of the contract. The City shall retain the right to reject any proposal for noncompliance with contract requirements and provisions, or to not award a contract because of unforeseen circumstances or if it is determined to be in the best interest of the City. This contract will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This contract may not be awarded to the company submitting the proposal with the lowest costs. The City Council will approve as part of the annual budget an annual contract amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the City. The proposed contract will be for a period of three (3) years commencing July 1, 2026, with the option, at the City's sole discretion, to award up to three (3) additional years upon successful demonstration of exemplary contract performance.

II. PROPOSAL SUBMISSION INSTRUCTIONS

Schedule

Post RFP:	November 12, 2025
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   1. Qualifications and experience of key personnel
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   3. The ability of the firm to provide the proper insurance coverage
   4. Financial ability of the firm to provide services to the City of Diamond Bar
   5. Internal training program for employees.
   6. Equipment
   7. Greenwaste recycling capabilities
   8. Requirement to execute City Contract per attached sample

C. Reference Evaluation
   1. Customer Service Record
   2. Performance record of the firm relating to the Project Schedule of similar scale
   3. Quantity and Quality of work previously performed
   4. References

D. Facility Evaluation
   1. The firm's customer service program

2. Equipment maintenance facility
3. The firm's plan to recycle generated greenwaste from maintenance activities.

G. Fee Schedule
1. An evaluation of the firm's Fee Schedule

V. REQUIRED QUALIFICATIONS TO BE SUBMITTED WITH PROPOSAL

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Proposals shall include a list of all key personnel that will be performing the work outlined in the contract. Personnel must be qualified and trained in the landscape maintenance industry. This will include the staffing of an on-site Superintendent who shall be fluent in the English language. At all times during contracted landscape maintenance activities, the firm shall have work crews on site that are represented by an English-speaking Superintendent who can receive and carry out instructions given by proper authorities.

The firm shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict with the contract, which may be delivered to said party or his representatives on the work.

Proposals shall include a list of similar and separate Southern California municipal multi-year landscape maintenance contracts which have been successfully completed within the last five (5) years. Each project shall be of comparable size and scope of this project (descriptions of these projects and contact persons must be provided with proposal submission).

Proposals shall include a Quality Control Plan with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The successful contractor shall be required to comply with this quality control throughout the term of the contract. Contractors shall include with the proposal a copy of their current Safety Manual that meets SB 198 requirements for injury and illness prevention.

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A. Proposal form provided. See pages 7 and 8.
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3. List of staff qualifications including but not limited to:
    a. California State Licensed Pest Control Advisor employed by the firm.
    b. California State Licensed Pest Control Applicator employed by the firm.
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C. A description of previous experience, including projects of similar nature.

D. A detailed description of the proposed services to be performed along with schedules, list of key personnel, and vehicles that would be required to complete this project.

E. Affirmative statement of compliance with indemnity and insurance.

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G. A written description of the firm’s plan to report green waste generated and the method for its disposal.

H. The firm must submit a proposed *Quality and Cost Control Plan* to enhance the service and responsiveness to the City. It should include the following:
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VII. INSPECTION OF SITE

Prior to submitting a proposal, Contractors must familiarize themselves with the work contemplated in the contract, and be responsible for any condition which adequate field inspection would have revealed. Submission of a proposal shall be deemed conclusive evidence that such examination has been made by each Contractor and shall constitute a waiver by each of all claims of error in the proposal, withdrawal of the proposal, or combination thereof, under the executed Agreement, or any revision thereof.

The work to be done consists of furnishing all materials, equipment, transportation, tools, labor, and incidentals to provide Landscape Maintenance Services detailed in this contract as outlined throughout this proposal.

VIII. SCOPE OF WORK

Contractor shall perform services as listed in EXHIBIT A Specifications for the Maintenance of Lighting and Landscape Maintenance District 41.

Note: All maps and areas are approximant and actuals may vary.

PROPOSAL FORM

LANDSCAPE MAINTENANCE SERVICES

The undersigned as proposer declares that he has carefully examined each location of the proposed work, that he has examined the Specifications and read the accompanying instructions to proposers, and hereby proposes and agrees, if the proposal is accepted, to furnish all labor and equipment and do all work required by Specifications and Agreement.

Name of Company: _____

Address: _____

Phone/fax: _____

Contact Person: _____

Years in business: _____

The undersigned proposer further understands that the City of Diamond Bar, California reserves the right to award all or any part of this bid without any obligation to the City. The City also reserves the right to waive any informality in proposals.

Name of Contractor

_____ By: _____ Date: _____

Print Signature of Contractor

Contract pricing for year one (1) must be firm fixed pricing. Pricing for subsequent contract years will be limited to the Consumer Price Index (CPI) for any such proposed price adjustment and shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, California, All Items, Not Seasonally Adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year. (March-March comparison).

Maintenance Services for LLMD41

Bid Item 1		
Park/Location	**Address**	**Monthly Cost**
1. All Fire Protection Areas – LLMD 41	Various	
2. All Other Locations – LLMD 41	Various	
	TOTAL MONTHLY COST	


Pathfinder Rd
Quail Run Dr
Quail Run Dr
Ronald Reagan Park
High Country Dr
57
E Rim Ln
E Crest Ln
E Crest Ln
Special District 41
E Canyon Ridge Ln
Silver Cloud Dr
Trigger Ln
Brea Canyon Cut Off Rd
Heritage Park
Fallow Field Dr
Castle Rock Elementary School
E Oak Crest Dr
14

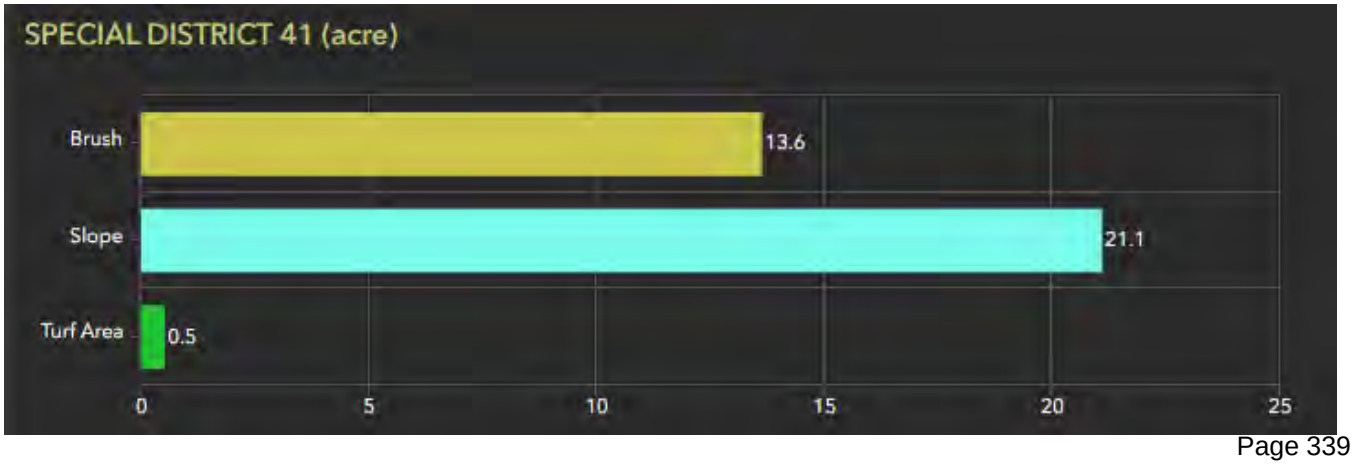

SPECIAL DISTRICT 41 (acre)
Brush
13.6
Slope
21.1
Turf Area
0.5
0
5
10
15
20
25

Exhibit C –
Consultant's Letter dated
May 29, 2026

1495 W. 9th Street, Suite 101
Upland, CA 91786
Office: (925) 803-4111
Fax: (925) 803-4405
Cell: (909) 973-7162
Epayloudakis@mce-corp.com
CSLB License No. 439295

May 29,2026

Mr. Jason Williams

Subject: Acceptance of Revised Funding Levels – Landscape Maintenance Districts 38, 39, and 41

Dear Mr. Williams,

After reviewing the revised funding levels for the landscape maintenance districts, MCE is pleased to confirm our acceptance of the following annual contract amounts:

• District 38 – $145,000 (Reduced Service Level as Negotiated)

• District 39 – $330,000 (Per Original RFP Specifications)

• District 41 – $225,000 (Per Original RFP Specifications)

We understand the City's need to balance service expectations with available funding and appreciate the collaborative efforts throughout this process. MCE values its longstanding relationship with the City of Diamond Bar and remains committed to providing dependable, responsive, and high-quality landscape maintenance services.

We take great pride in maintaining the City's landscape and helping preserve the appearance and quality of life that Diamond Bar residents and visitors enjoy. Our goal has always been to be a trusted partner to the City, and we look forward to continuing that partnership for years to come.

We appreciate the City's willingness to work together in reaching a mutually beneficial solution and are pleased to move forward under the revised funding levels outlined above. MCE remains committed to maintaining open communication and working closely with City staff to ensure the continued success of these landscape maintenance districts.

Sincerely,

Manny Payloudakis

MCE Corporation

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Consulting Services Agreements for On-Call Traffic and Transportation Engineering Services.

STRATEGIC GOAL: Safe, Sustainable and Healthy Community

RECOMMENDATION:

A. Approve, and authorize the City Manager to sign, the Consulting Service Agreement with Fehr and Peers, Inc. for On-Call Traffic and Transportation Engineering Services through June 30, 2029;

B. Approve, and authorize the City Manager to sign, the Consulting Service Agreements for On-Call Traffic and Transportation Engineering Services through June 30, 2029; and

C. Approve, and authorize the City Manager to sign, the Consulting Service Agreements with ADVANTEC Consulting Engineers, Inc. for On-Call Traffic and Transportation Engineering Services through June 30, 2029.

FINANCIAL IMPACT:

For Fiscal Year 2026/27, the Public Works Operating Budget includes $160,000 for on-call traffic engineering consultant services. The Agreements including allocating a not-to-exceed amount of $80,000 to Iteris, Inc. for Intelligent Transportation Systems (ITS), Traffic Management System (TMS), traffic signal operations, and related transportation engineering support services. The Agreements also allocate a not-to-exceed amount of $100,000 each to Fehr & Peers and ADVANTEC Consulting Engineers, Inc., consisting of $40,000 each from the Public Works Operating Budget for transportation planning, Vehicle Miles Traveled (VMT) analysis, traffic studies, traffic impact reviews, general traffic engineering services, and other transportation-related assignments. An additional $60,000 may be utilized for private development project review services or other projects, including traffic impact analysis and plan check reviews. Costs associated with private development project services will be fully reimbursed through developer deposits or from those projects. Adequate funding will be requested in the operating budgets for future fiscal years.

BACKGROUND:

To augment the city's professional services, multiple traffic and transportation engineering consultants have been utilized by staff on an as-needed basis. The current consultant service agreements will expire on June 30, 2026.

Given the scope of services required to support Public Works operations and transportation-related projects throughout the City, it is beneficial to maintain consultants with specialized technical expertise and the ability to respond efficiently to a broad range of transportation engineering, planning, ITS, signal operations, and development review assignments. Maintaining a diversified consultant structure will allow the City to effectively address ongoing operational needs, support capital improvement projects, and respond to emerging transportation-related issues in a timely manner. Additionally, retaining three (3) consultants enables the City to efficiently solicit the required three (3) quotes per the City's Purchasing Ordinance prior to awarding work for certain public projects.

The scope of services to be provided may include:

- Geometric and Traffic Signal Design
- Environmental and Traffic Impact Analysis Report Preparation and Review
- Conduct Studies and Report Preparation
- Traffic Management System Support
- Signal Timing
- Adaptive Traffic Control System (ATCS) Support
- Transportation System Planning
- Traffic Signal Operation and Coordination Studies
- Congestion Management Program (CMP) Data Preparation
- Project Management and Construction Support
- Public Meetings
- Intelligent Transportation Systems (ITS) Design
- Traffic Data Collection
- Freeway/Regional Traffic Modeling Services
- General Plan Preparation & Review Services
- Funding and Grant Support Services, and
- Other related services as requested by the City, which pertain to development and capital projects.

ANALYSIS:

On February 24, 2026, the City issued a Request for Proposals (RFP) inviting qualified consultants to submit proposals for traffic and transportation engineering services on an as-needed basis. A total of fifteen (15) proposals were received on March 17, 2026, from the following consulting firms:

1. ADVANTEC Consulting Engineers, Inc.
2. AGA Engineers, Inc.
3. Bowman Consulting Group, Inc.
4. Fehr and Peers
5. General Technologies and Solutions (GTS)
6. GHD, Inc.
7. Iteris, Inc.
8. Kimley Horn and Associates, Inc.
9. Kittelson & Associates, Inc.
10. LIN Consulting, Inc.
11. Linscott Law & Greenspan, Engineers
12. Minagar & Associates, Inc.
13. RKA Consulting Group
14. TJKM Transportation Consultants, and
15. Transtech Engineers, Inc.

City staff independently reviewed and evaluated each proposal based on the evaluation criteria identified in the RFP using the following evaluation criteria:

- Staff Qualifications
- Firms Qualifications
- Approach/Methodology
- Level of Effort (Staffing commitment and time allocation)
- Ability to meet the City's schedule and expectations
- Relevant References (Record of performance)
- Firm's comments on the consulting service agreement

The Public Works staff evaluation panel unanimously recommends entering into three (3) year agreements for on-call traffic and transportation engineering services with Fehr & Peers, Iteris, Inc., and ADVANTEC Consulting Engineers, Inc., with the option to extend the agreements for one (1) additional two (2) year term upon mutual consent of both parties. Any proposed extension would be presented to the City Council for review and consideration prior to approval.

Each of these consultants has previously worked for the City, successfully delivering projects and services. The firms also possess broad experience with other municipalities and agencies, bringing a diverse knowledge base in local and regional municipal work.

Principal-level, Associate-level, and operational support staff are the personnel classifications most commonly used for the transportation engineering services that the City of Diamond Bar typically requires. Based on the fee proposals submitted by the fifteen (15) responding consultants, the hourly billing rates generally ranged from approximately $218/hour to $460/hour for Principal-level staff and from approximately $120/hour to $290/hour for Associate and operational support staff.

Staff anticipates that the majority of routine on-call assignments will primarily involve Project Managers, Senior Engineers, Associate Engineers, and operational support staff. Staff determined that Fehr & Peers, Iteris, Inc., and ADVANTEC Consulting Engineers, Inc. provide an appropriate balance of specialized expertise, operational support capabilities, responsiveness, and overall value for the City's anticipated transportation engineering service needs.

Consultant	Principal (hourly)	Associate/Field Support (Hourly)
Fehr and Peers	$265 - $460	$215 - $290
Iteris, Inc.	$258 - $464	$139 - $189
ADVANTEC	$410	$145 - $160

Fehr & Peers (Attachment 1) is currently under contract with the city for on-call traffic and transportation engineering services and has provided valuable support for transportation planning and traffic engineering assignments, including support services related to the SR-60/57 Confluence Project PS&E, regional traffic analysis, and transportation planning support efforts. Fehr & Peers provides specialized expertise in transportation planning, CEQA-related transportation studies, and Vehicle Miles Traveled (VMT) analysis services that support development review and regional transportation coordination efforts. Continued use of Fehr & Peers is necessary to maintain continuity, support ongoing coordination and technical analysis, and ensure consistent and timely completion of these active transportation-related projects and planning efforts.

Iteris, Inc. (Attachment 2) is currently under contract with the City for on-call traffic and transportation engineering services and has consistently provided responsive and technically sound support services, including maintaining and optimizing the citywide traffic signal timing coordination and synchronization system, traffic signal communication integration and communication troubleshooting, and ongoing support for the City's Traffic Management System (TMS) and Adaptive Traffic Control System (ATCS). Due to the specialized nature of these systems and Iteris' existing familiarity with the city's traffic signal infrastructure and communications network, continued use of Iteris is necessary to maintain continuity, support ongoing system operations and adaptive signal timing efforts, minimize transition risks, and ensure efficient completion of active ITS-related projects and coordination efforts.

ADVANTEC Consulting Engineers, Inc. (ADVANTEC) (Attachment 3) demonstrated strong qualifications and extensive experience in providing on-call traffic and transportation engineering services to public agencies throughout Southern California, including prior support services for the City of Diamond Bar. ADVANTEC provides responsive and cost-effective local support for day-to-day traffic engineering, operational reviews, field coordination, traffic studies, plan checking, and design support services. The firm's local office proximity to City Hall allows for efficient coordination with City staff, rapid response to operational and field-related issues, and timely support for ongoing transportation-related assignments.

As part of the evaluation process, staff contacted the Cities of Anaheim, Upland, and Corona to obtain references regarding ADVANTEC's performance on similar municipal assignments. Feedback from all three agencies was positive and highlighted the firm's responsiveness, technical competence, professionalism, and ability to deliver quality services in a timely manner. Staff determined that ADVANTEC's combination of local presence, municipal traffic engineering experience, operational support capabilities, technical expertise, positive client references, and competitive fee structure provides strong value to the City for routine on-call transportation engineering services requiring responsiveness, coordination, and cost-effective service delivery.

Compensation for these traffic and transportation engineering services will be billed in accordance with the appropriate classification of service provided pursuant to each consultant's approved fee schedule.

LEGAL REVIEW:

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

PREPARED BY:

Christian Malpica, Associate Engineer, Public Works

ATTACHMENTS:

1. Consultant Services Agreement - Fehr and Peers
2. Consultant Services Agreement - Iteris, Inc.
3. Consultant Services Agreement -ADVANTEC Consulting Engineers, Inc.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of **June 16, 2026** by and between the City of Diamond Bar, a municipal corporation ("City") and **Fehr and Peers,** a California corporation ("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 Traffic and Transportation Engineering 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.

David G. Liu, Public Works Director/City Engineer (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 **July 1, 2026**, and shall continue until **June 30, 2029** unless earlier terminated pursuant to the provisions herein.

The City shall have the option to extend this Agreement for **one (1) additional two (2) year term**, 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:

Consultant's rates shall be fixed during the initial Term of this Agreement. Rate increases in compensation will be only considered in the event the City exercises its option to extend the Agreement and apply as of July 1, 2029. Any rate increase 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 Thousand Dollars ($100,000) per Fiscal Year 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. 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. Payment will be made only after submission of proper invoices.

D. City will pay Consultant the amount property invoiced within 35 days of receipt.

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.

To the maximum extent permitted by Civil Code section2782.8, 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) To the fullest extent permitted by law, the Consultant agrees to indemnify and hold indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property caused by the negligent professional act or omission in the performance of professional services pursuant to 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;

(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; and

(5) Professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a combined single limit of $1,000,000. If such insurance is on a claims made basis, Consultant agrees to keep such insurance in full force and effect for at least five years after termination or date of completion of this Agreement.

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 thirty (30) 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 thirtieth (30th) 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. Time of Completion. Consultant agrees to commence the work provided for in this Agreement within (5) days of being notified by the City to proceed and to diligently prosecute completion of the work during the term.

19. Time Is of the Essence. Time is of the essence in this Agreement. Consultant shall do all things necessary and incidental to the prosecution of Consultant's work.

20. Delays and Extensions of Time. Consultant's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay,

Consultant must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Consultant's control. If Consultant believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Consultant be entitled to any claim for lost profits due to any delay, whether caused by the City or due to some other cause.

21. 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.

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

23. 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.

24. Reserved.

25. Mediation. Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual good faith efforts to resolve the same any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

26. 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"
Fehr and Peers 101 Pacifica., Suite 300 Irvine, CA 92618 Attn.: Steven J Brown Phone: 949 308-6321 E-mail: S.Brown@fehrandpeers.com	City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765-4178 Attn.: Daniel Fox, City Manager Phone: (909) 839-7010 E-mail: dfox@diamondbarca.gov

27. 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.

28. 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.

29. 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"
	CITY OF DIAMOND BAR
By: _____ Printed Name Steven J Brown Title: Sr. Vice-President	By: _____ Dan Fox, City Manager
By: _____ Printed Name: _____ Title: _____	ATTEST: _____ Kristina Santana, City Clerk

Approved as to form:

By: _____
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.*

Fehr & Peers

Professional On-Call Traffic and Transportation Engineering Services

City of Diamond Bar

Prepared for:
City of Diamond Bar
Department of Public Works

Submitted on:
March 17, 2026

Submitted by:
Fehr & Peers



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Statement of Availability

This proposal reads like a book.

We've adjusted the settings to two-page spread view to make your digital reading experience more enjoyable.

Happy reading!

A. Cover Letter

Re: Professional On-Call Traffic and Transportation Engineering Services

Dear Christian Malpica:

For over four decades, Fehr & Peers has provided transportation engineering services across California. Our sole focus on transportation uniquely positions us to support the City of Diamond Bar across a broad range of transportation projects.

Over the past 20 years, we have supported the City on a range of transportation initiatives, including the SR-57/60 Confluence Project, City Report Cards, the General Plan Update, and the Adaptive Traffic Control System Implementation. Through this work, we have built a strong working relationship with City staff and supported efforts to deliver thoughtful, innovative solutions that improve Diamond Bar's transportation system.

Transportation systems continue to evolve as new technologies, policies, and funding programs emerge. These changes create both opportunities and challenges for agencies as they plan. Fehr & Peers brings deep experience with emerging trends such as big data and autonomous vehicles and has helped lead Senate Bill 743 (vehicle miles traveled) analysis and implementation statewide. Our expertise and ongoing internal research have and will continue to support the City in staying ahead of these changes and making informed transportation decisions.

We bring the strength of over 100 professional staff in Southern California and over 400 staff throughout the company. This gives us the ability to quickly and easily identify and employ the proper expertise for any transportation-related needs as they arise. Our multidisciplinary expertise and innovative problem-solving skills have enabled us to successfully deliver both regional and local projects, and we take pride in bringing these pioneering creative solutions to, and serving as a trusted advisor for the City of Diamond Bar.

As Principal-in-Charge, Anna Luo is personally committed to delivering high-quality and responsive service to the City of Diamond Bar. Anna will serve as the City's primary contact and will be supported by Baldwin Ngai, Project Manager and experienced technical leads in various transportation planning and engineering discipline areas. We look forward to our continued collaboration and shared success with the City of Diamond Bar. If you have any questions regarding our submittal, please do not hesitate to contact Anna at (949) 308-6307 or a.luo@fehrandpeers.com.

Sincerely,

FEHR & PEERS



Steve Brown, TE
Principal

2025 Client Feedback

Client survey results show we consistently met or exceeded expectations:

- **99% in quality**
- **98% in value**
- **99% in service**
- **100% say they would use us again**

B. Firm Background

Fehr & Peers

Fehr & Peers is a transportation planning and engineering firm with 25 offices and over 400 staff nationwide. Since 1985, we've partnered with public and private clients to design safer, more effective ways for people and goods to move, creating spaces where everyone can thrive, today and for generations to come.

Bringing together data, technology, and the lived experiences of the communities we serve, we help clients make confident, well-informed decisions. Along the way, we've earned national recognition for raising the bar on how transportation projects are planned, designed, and delivered. Many of our first clients still trust us with their transportation needs after decades of collaboration, a testament to the strong partnerships we build and the innovative mindset we bring to every project.

We don't just follow trends, we help clients anticipate what's next. With a blend of multimodal expertise, national perspective, and local insight fueled by our strong and longstanding relationships, we tailor solutions across a wide range of services to meet each community's unique needs.

Our Services

- Active Transportation
- Climate Resilience & Evacuation
- Community Engagement & Equity
- Complete Streets
- Curbside Management
- Data Science
- Emerging Technologies
- Engineering & Design
- Freight & Goods Movement
- Grant Funding
- Land Use & Transportation
- Multimodal Operations Analysis
- Parking
- Public Lands & Recreation
- Safe Routes to School
- Safe System & Vision Zero
- Sports Venues & Special Events
- Transit Planning
- Transportation Demand Management
- Transportation Economics
- Travel Behavior Forecasting
- Visual Storytelling
- VMT Impacts





Experience with the City of Diamond Bar

Fehr & Peers assisted the City of Diamond Bar by providing peer review for the SR-57/60 Confluence Project back in 2006, and we have continued to work closely with City staff for the past 20 years. We developed a citywide traffic simulation model that covers all freeway facilities and major arterials within the City Limit and conducted a comprehensive assessment of the potential improvement alternatives for the SR-57/60 Confluence as well as city streets. We collaborated with City staff to identify additional improvement strategies such as project phasing/prioritization, local streets improvements, and missing connector to resolve regional traffic impact on City streets, which was then included in the SR-57/60 Confluence Project and the SCAG's Supplemental Study.

Fehr & Peers assisted Diamond Bar in developing the bi-annual City Mobility Report Card to evaluate effectiveness of signal timing improvements. Using big data, we supported the City in monitoring congestion impacts from construction activities. In addition, we worked closely with City staff in developing and implementing the Adaptive Traffic Control System (ATCS) and the Neighborhood Traffic Management Program (NTMP). We also coordinated with the City's Planning Department and prepared the Circulation Element for the City's General Plan Update. In addition, we have assisted the City in providing peer review on numerous traffic studies and design plans.

Agency Experience

	Diamond Bar	Caltrans	SCAG	LA Metro
Anna Luo	●	●	●	●
Baldwin Ngai	●	●	●	●
Steve Brown	●	●	●	●
Claude Strayer	●	●	●	●
Paul Herrmann	●	●	●	
Jolene Hayes	●	●	●	●
Matt Benjamin		●	●	●
Diwu Zhou	●	●	●	●
Trevor Lien		●		●
Brian Wolfe	●	●		●
Biling Liu	●	●	●	●

C. Key Staff

Organizational Chart

CITY OF DIAMOND BAR CALIFORNIA



Anna Luo
TE
PRINCIPAL-IN-CHARGE



Baldwin Ngai
PROJECT MANAGER/ITS LEAD



Steve Brown
TE
PROJECT ADVISOR



Claude Stayer
PE, RSP1
DESIGN LEAD



Paul Herrmann
TE
VMT/CEQA LEAD



Jolene Hayes
PE, AICP
GRANT LEAD



Matt Benjamin
ATP LEAD



Diwu Zhou
PE, RSP1
TRAFFIC SAFETY



Trevor Lien
TRAFFIC STUDIES



Brian Wolfe
TRAFFIC STUDIES



Biling Liu
MODELING

Brief Biographies



Anna Luo, TE

PRINCIPAL | PRINCIPAL-IN-CHARGE

30% AVAILABLE

Anna brings two decades of experience in traffic impact studies, transportation operational analyses using microsimulation tools, transportation performance monitoring, and big data applications. She has managed numerous highway planning and transportation analysis projects across Southern California and delivered transportation performance monitoring programs for a variety of regional and local agencies.

Anna focuses on helping communities benefit from innovative, data-driven transportation solutions while delivering projects efficiently and within budget. She has worked with the City of Diamond Bar for more than 20 years and has led the Fehr & Peers team on multiple major initiatives, including development of the City's Congestion Report Card. Her most recent work for the City includes leading the Diamond Bar Adaptive Signal Project and supporting the City through its on-call transportation services contract.

RELEVANT PROJECT EXPERIENCE

- City of Diamond Bar On-Call
- Diamond Bar Adaptive Signal Project
- OCTA Congestion Management Program
- City of Tustin Newport Connection
- City of Irvine Bikeway Study
- LA Metro VMT Mitigation Program
- State Route 55 Widening (I-5 to SR-91) PA/ED



Baldwin Ngai

SENIOR ENGINEER/PLANNER | PROJECT MANAGER

40% AVAILABLE

Baldwin is an experienced transportation project manager with eight years of experience delivering traffic operations analysis, transportation related PS&E, and Intelligent Transportation System (ITS) projects for Southern California agencies. He has led corridor-level ITS planning, traffic signal system design, and Advanced Traffic Management System deployments, including integration of signal communications, fiber networks, video detection, CCTV, and traffic management center operations. His recent work includes managing smart corridor implementation planning, signal priority upgrades, and development of controller standards that balance safety and operational performance.

As a **resident of the Diamond Bar area**, Baldwin brings strong local knowledge and a clear understanding of the City's roadway network and community context. This perspective supports responsive service and practical solutions that improve day-to-day operations while advancing long-term system improvements.

RELEVANT PROJECT EXPERIENCE

- G Line (Orange Line) BRT Improvements Project
- Bear Valley Road Smart Corridor Implementation Planning
- City of Irvine Leading Pedestrian Interval Standardization
- Traffic Safety Guidelines Update
- ATMS Phase 1 (Rancho Cucamonga, CA)



Steve Brown, TE

PRINCIPAL | PROJECT ADVISOR

20% AVAILABLE

Steve is a Senior Principal with 38 years of experience in transportation planning and engineering. In addition to his 25 years of consulting experience, Steve previously served as the Director of Transportation Planning for the City of Sacramento. He has managed projects in eight states including: transportation master plans, traffic calming, parking and circulation studies, bicycle and pedestrian facility plans, and corridor studies. Steve has worked closely with the City of Diamond Bar since 2006, most recently supporting the city through its on-call transportation services

RELEVANT PROJECT EXPERIENCE

- City of Diamond Bar On-Call
- City of Beverly Hills On-Call Traffic Engineering Services
- Diamond Bar Interchange Study
- Diamond Bar Report Card
- METRO, SR 91 (Central to Acacia) PA/ED



Claude Strayer, PE, RSP[1]

PRINCIPAL | DESIGN LEAD

30% AVAILABLE

Claude brings 16 years of transportation design engineering experience, delivering practical, implementation-ready solutions for communities across a wide range of project types. His work spans bicycle and pedestrian facilities, signing and striping, Safe Routes to School improvements, traffic signal upgrades, wayfinding, and public engagement. He has led multidisciplinary teams on temporary traffic control, roadway and sidewalk design, and lighting projects, and supports clients with traffic analysis, parking and circulation studies, and school zone safety evaluations. Claude led the Fehr & Peers team on the development of the Advanced Traffic Control System project for the City of Diamond Bar, guiding the effort from concept through coordinated delivery.

RELEVANT PROJECT EXPERIENCE

- City of Beverly Hills On-Call Traffic Engineering Services
- City of Santa Ana Standard Avenue Bikeway
- City of Diamond Bar Adaptive Design ATCS
- City of Westminster Mendez Trail PS&E
- Temple Hills Drive Traffic Calming



Paul Herrmann

SENIOR ASSOCIATE | VMT/CEQA LEAD

30% AVAILABLE

Paul brings 16 years of experience in transportation engineering and transportation planning, delivering defensible transportation impact analysis and SB 743 implementation for California agencies. He has led VMT forecasting, threshold development, and guideline updates for cities including Diamond Bar, Corona, Santa Ana, Anaheim, and Eastvale, and currently provides on-call peer review of CEQA transportation studies to support consistent application of adopted standards. Paul is also an active member of the Fehr & Peers SB 743, Evacuation Planning, and Parking and Land Use in Transportation Discipline Group which meet on evolving industry's best practices.

RELEVANT PROJECT EXPERIENCE

- Diamond Bar General Plan Update & EIR
- SB 743 Implementation and VMT Impact Guidelines (Anaheim, Santa Ana, & Eastvale)
- Corona On-Call CEQA Transportation Impact Study Peer Review
- Eastvale On-Call Technical Study Peer Review



Jolene Hayes

PRINCIPAL | GRANT LEAD

20% AVAILABLE

Jolene is a Principal who has spent more than 25 years advancing transportation, land use, and goods movement projects from concept through funding and implementation. She has successfully secured federal and state competitive grants, including RAISE, Mega, PIDP, TCEP, CMAQ, TIGER, and FASTLANE awards, supporting projects ranging from multimodal corridor improvements to major freight and interchange infrastructure. Notably, she previously led preparation of a FASTLANE grant for the SR 60/57 Convergence in Diamond Bar, bringing direct knowledge of the City's funding landscape. Jolene develops strong grant narratives, oversees benefit-cost analyses, and defines clear performance metrics to help projects compete successfully for funding.

RELEVANT PROJECT EXPERIENCE

- City of Diamond Bar FASTLANE Grant
- World Logistics Center
- Adams Industries Transload Facility
- Pier B Rail Yard Expansion, Port of Long Beach
- Harney Way Busway & Cycle Track RAISE Grant



Matt Benjamin

PRINCIPAL | ATP LEAD

30% AVAILABLE

Over the past 24 years, Matt has advanced transportation planning across the public, nonprofit, and private sectors, bringing an implementation-focused approach to complex mobility challenges. At Los Angeles Metro, he led development of the agency's first Bicycle Parking Plan and helped integrate the TAP card with bike lockers and future mobility hubs. As the first Planning and Policy Director for the Los Angeles County Bicycle Coalition, he strengthened the region's active transportation voice and policy impact. Since 2007, Matt has led many of Southern California's most high-profile active transportation planning and design efforts and now leads the Active Transportation practice for Fehr & Peers in Southern California, helping clients deliver safer, more connected multimodal networks.

RELEVANT PROJECT EXPERIENCE

- LA Metro Active Transportation Strategic Plan
- City of Moreno Valley Citywide Pedestrian Safety Study
- The Anaheim Resort Mobility Study
- LA Metro Rail-to-River Active Transportation Corridor Design



Diwu Zhou, RSP[1]

ASSOCIATE | TRAFFIC SAFETY

40% AVAILABLE

Diwu is an Associate specializing in traffic safety planning, big data analysis, and safety-focused traffic operations. He brings deep expertise in applying the Safe System approach, systemic safety analysis, and Highway Safety Manual methodologies to identify and prioritize effective safety improvements. Diwu has led development of Local Road Safety Plans and secured more than $15 million in HSIP and SS4A funding for California agencies, pairing rigorous data analysis with meaningful community engagement.

RELEVANT PROJECT EXPERIENCE

- San Bernardino County LRSP & HSIP Grants
- SR-55 Safety Assessment
- County of Orange CSAP, HSIP, and SS4A Grants
- Canyon Lake LRSP & HSIP Grant
- Alameda County Safe Routes to School



Trevor Lien

SENIOR ENGINEER/PLANNER | TRAFFIC STUDIES

40% AVAILABLE

Trevor is a Senior Engineer and Planner with 10 years of experience delivering data-driven traffic studies and multimodal transportation analysis across Southern California. He brings strong expertise in traffic impact analysis, VMT modeling, CEQA documentation, and circulation planning, supporting cities with defensible, clearly documented technical work that informs sound decision-making. Trevor has led intersection and corridor analyses, General Plan Circulation Element updates, and multimodal implementation strategies that integrate safety, operations, and legislative requirements.

RELEVANT PROJECT EXPERIENCE

- Jurupa Valley Citywide Freight Analysis & Mobility Element Update
- OCTA Mobility Hubs StudyGuidelines
- City of Murrieta General Plan Circulation Element Update
- LADOT Safe Routes for Seniors



Brian Wolfe

TRANSPORTATION ENGINEER/PLANNER | TRAFFIC STUDIES

30% AVAILABLE

Brian is a Transportation Engineer and Planner who supports cities and agencies with thorough, data-driven traffic studies and operational analysis. His experience includes intersection and corridor level of service analysis, microsimulation modeling, CEQA VMT assessments, and signal warrant evaluations in accordance with State and Caltrans procedures. Brian has contributed to interchange studies, downtown circulation plans, and signal timing improvements, helping agencies understand operational tradeoffs and identify practical, implementable solutions.

RELEVANT PROJECT EXPERIENCE

- I-15 Cajon Pass Truck Climbing Lanes Extension PID and PA/ED
- OCTA TransModeler Support Services
- I-10 Oak Valley Interchange PA/ED
- City of Beaumont Signal Timing Updates
- Valley Boulevard Signal Warrant Analysis



Biling Liu

ENGINEER/PLANNER | MODELING

40% AVAILABLE

Biling is an Engineer and Planner with eight years of experience in travel demand modeling, forecasting, and transportation data analysis, including six years with Fehr & Peers. She has developed and applied regional and subarea models for agencies such as SCAG, OCTA, SBCTA, and WRCOG, supporting Regional Transportation Plans, corridor studies, and SB 743 implementation. Biling brings deep expertise in VMT forecasting, model validation, and scenario testing, as well as microsimulation using tools such as TransModeler.

RELEVANT PROJECT EXPERIENCE

- SCAG Heavy-Duty Truck (HDT) Model Update
- I-10 & Oak Valley Parkway Interchange Improvement PA/ED
- SGVCOG VMT Implementation Study
- SBCTA I-15 Express Lanes
- WRCOG RIVTAM Model Update

D. Approach & Methodology

Traffic Engineering/ Studies

CEQA/NEPA/ Transportation Studies

We have over 40 years of experience in preparing general plans and transportation planning studies across California, including studies in support of the project approval/environmental documents for Caltrans projects. In addition, we provide peer review services for traffic studies for Caltrans projects on behalf of other local agencies and have provided peer review services for Diamond Bar since 2006, including support for the SR-57/60 Confluence Project.

Our focus will be providing sound transportation system planning; a detailed understanding of the City's traffic circulation needs; building consensus between various stakeholders; and ensuring that the technical documents meet CEQA and NEPA requirements and can easily be understood by decision makers, grant reviewers, and the public.

Since the adoption of Senate Bill 743 (SB 743), Fehr & Peers has been at the forefront of supporting cities throughout California in development, adoption, and application of VMT metrics and thresholds. We are currently assisting a multitude of cities, counties, and MPOs, both large and small, to ensure land use and transportation projects are compliant with adopted policies and guidelines. We will assist Diamond Bar in reviewing transportation studies for development and transportation projects to meet California Environmental Quality Act (CEQA) and SB 743 requirements.

Traffic Operations/Traffic Control Evaluation

Fehr & Peers is a nationally recognized leader in traffic operations and simulation. We use traffic operations/simulation services to investigate and evaluate the impacts of modifications to the transportation network, such as road geometry, traffic control, and traffic signal operations. These analyses can assess potential impacts without disrupting traffic operations, implementing costly measures, or causing unnecessary change for motorists before a design is finalized. We use Synchro, SimTraffic, VISSIM, and TransModeler to analyze existing and future conditions for comparisons. The results of our work form the basis for conclusions and recommendations to solve a range of transportation problems in areas such as freeway and arterial systems, traffic signal operations, intelligent transportation systems, and interface between autos and other travel modes (e.g., light rail, bus, rapid transit, heavy vehicles, cycling, and walking).

We are very familiar with the Intersection Safety and Operational Assessment Process (ISOAP) required by Caltrans and have prepared multiple ISOAP documents for various local agencies via a data-driven, performance-based framework incorporating the Safe System Approach to screen intersection strategies and identify optimal solutions for new or improved intersections, typically at the ramp intersections.

Speed Studies/Safety Assessments

Fehr & Peers partnered with ITE, the Vision Zero Network, and Leidos to work with the Federal Highway Administration Office of Safety to develop educational materials (a brochure, a training course, and a video) launching FHWA's Safe System approach. The team also authored the national guidance document on how to pivot Strategic Highway Safety Plans and Highway Safety Improvement Programs to be consistent with the Safe System approach.

We have extensive experience in supporting jurisdictions throughout California as they develop and implement Local Roadway Safety Plans, SS4A funded Vision Zero Safety Action Plans, Safe Routes to School Plans, Active Transportation Plans, and HSIP projects. Most recently, we have been pioneering work related to the systemic approach to safety through Caltrans' Systemic Safety Analysis Report Program. We created the award-winning Pedestrian Safety Assessment program now in use throughout California and teach multi-modal safety and complete streets courses at the regional, state and national level, including most recently for Caltrans and FHWA. Fehr & Peers is currently working with FHWA, advising the agency on how best to integrate Safe System principles into their existing programs, such as Strategic Highway Safety Plans (SHSP), the Highway Safety Improvement Program (HSIP), and Local Roadway Safety Plans (LRSP). We will leverage our insight and expertise in safety principles to assist the City of Diamond Bar in safety-related assessments.

We have developed internal tooling for data-driven safety analysis to support jurisdictions in leveraging safety-oriented legislation such as AB 43 and applying context specific speed management strategies to better align speed-setting practices with goals to improve safety.

Grant Application Support

To date, Fehr & Peers has successfully helped agencies and their stakeholders with nearly 100 grant funding pursuits, totaling awards of over $450 million. Our experience has ranged from conducting needed analyses—feasibility studies, ridership forecasts, cost benefit analysis, or VMT reduction estimates—all the way to preparing the entire grant application. With our in-depth knowledge and experience in areas such as traffic safety, transit ridership forecasting, transportation performance measures, active transportation/ complete streets, infrastructure planning, transportation impact analysis, and goods movement, we are uniquely qualified to assist with numerous types of funding programs.

We will provide the City with a unique blend of funding expertise that leads to successful pursuits of grant funding for projects that we plan and design for the communities we serve. We have in-depth knowledge in writing successful grant applications, as well as complying with Caltrans Local Assistance requirements, processing Metro funding agreements, and complying with audit requirements. Our in-depth technical expertise, along with extensive experience with various local, County, SCAG, Caltrans, and Federal grants, contributed to successful grant applications for our clients to improve the communities we serve.

Design/PS&E/ Plan Checking

Engineering PS&E

Fehr & Peers' engineering design group is committed to delivering construction PS&E packages that are biddable, buildable, and responsive to the City's operational goals. Our approach integrates traffic operations, engineering design, and project delivery experience so that PS&E packages are technically sound and practical to construct and administer. We prepare complete, well-coordinated deliverables that reflect the needs of all travel modes and comply with applicable City, County, and State standards such as the California Manual on Uniform Traffic Control Devices (CA-MUTCD), Public Works "Green Book," Caltrans Standard Plans and Specifications, and other guidance relevant to Safety, Complete Streets, and Engineering best practices.

Each deliverable is subjected to a rigorous internal QA/QC process so that the City receives clear, coordinated, and construction-ready documents to streamline bidding and construction. This approach is supported by staff experience in designing traffic signals, signing and striping, temporary traffic control, lighting, and multimodal corridor improvements projects.

Plan Check

For plan checking and document review, Fehr & Peers will serve as an extension of City staff, providing prompt, practical, and technical comments on proposed PS&E packages. Our team understands that timely review is critical to maintaining project schedules. We focus our reviews on conformance with applicable standards, constructability, operational performance, and potential implementation issues so that comments

incorporate sound engineering judgment specific to the project's context and are actionable to help move projects efficiently towards approval. Our on-call experience includes plan review for traffic signals, signing and striping, temporary traffic control, pedestrian and bicycle improvements, traffic calming, and other traffic engineering design projects.

Transportation Planning/ Coordination

Congestion Management Program (CMP)

Fehr & Peers is an expert in CMP compliance and has assisted multiple regional and local agencies in preparing CMPs. We understand the City's potential need to update LOS at the CMP locations on a regular basis to meet compliance requirements. We have previously worked with the City to conduct the Citywide traffic data collection and prepared the CMP compliance letter during our past on-call contract. We will continue assisting the City in this role. As part of this process, we will also provide recommendations to address any deficiency or noncompliance at the CMP location if needed.

Transportation System Planning

Fehr & Peers has been a recognized leader in innovative transportation planning with an emphasis on integrating land use decisions with transportation investments. Because Diamond Bar is surrounded by two major regional freeways, SR-57 and SR-60, transportation system planning requires close coordination with Caltrans, Metro, and adjacent cities, and is important for meeting the City's mobility goals. Since 2006, we have assisted Diamond Bar on a variety of tasks related to the SR-57/60 Confluence Project, including peer review of traffic studies/environmental documents/ design plans, preparation of studies and plans for improvement strategies, coordination with Metro/ Caltrans/other stakeholders, and more. We will continue working closely with City staff in a similar role for the SR-57/60 Confluence Project.

We have extensive experience working with Caltrans, from delivering planning/design projects to providing best practice training to Caltrans staff. We have delivered over 150 highway planning and design projects throughout the State of California during the phases of Project Study Report – Project Development Support (PSR-PDS), Project Approval/Environmental Document (PA/ED), and Plans, Specifications, and Estimates (PS&E). We are also often asked to provide peer review of transportation impact studies for highway corridor and interchange projects and their compliance with CEQA/NEPA on behalf of local agencies. We have a long history of working with Caltrans District 7 (D7) and have successfully delivered various highway planning PSR/PA/ED/PSEs in Los Angeles County. In addition to project delivery, we have assisted Caltrans in developing the best practice training in travel demand modeling and traffic operations analysis as well as a how-to guide for Caltrans Local Development-Intergovernmental Review (LD-IGR) that addresses the changes to transportation impact analysis under SB 743, including potential transportation safety impacts. Our extensive experience working with Caltrans will help the City to facilitate the transportation projects to go through the approval and implementation process.

Statewide Planning Efforts

California's legislative requirements and statewide planning efforts shift frequently. We pride ourselves on staying up to date on the latest industry trends and quickly adapting to prepare specialized studies. Recently, statewide legislation Assembly Bill 98 mandated that truck routes be included in all General Plans. We have quickly leveraged our existing national experience in freight planning, truck routing, and truck parking to assist our local clients in Southern California in integrating the new requirements into their General Plans.

Capital Improvement Program Support

Fehr & Peers is committed to developing effective and innovative transportation solutions that improve communities. An important part of this philosophy is collaborating with our clients to create customized solutions. Fehr & Peers will assist the City with implementing their Capital Improvement projects by providing a project peer review and conducting supplemental traffic analysis to support and inform the project decision making process. We endeavor to minimize the impact of new and re-development projects on the environment and traffic safety through smart transportation and urban design in the active transportation context.

Traffic Management Systems/Signal Operations

Fehr & Peers can provide traffic signal operational and management support by combining signal operations, construction PS&E, and electrical design expertise. Building on our prior work for Diamond Bar, which included preparation of construction PS&E for the City's Adaptive Traffic Control System (ATCS), in collaboration with City staff and Siemens, and a before study of the ATCS corridors, we can support ongoing system monitoring, after studies, and operational updates to improve corridor performance.

Our team has prepared signal timing plans for coordinated traffic signal corridors for cities across California. We bring strong traffic operations analysis and simulation experience, including work we did developing models specifically for Diamond Bar. These models have been used for operational evaluations of the City's transportation network, quantifying the benefits of different options for traffic control and signal timing. This kind of analysis helps identify hot spots for potential improvements, and supports efforts with Caltrans and neighboring cities to achieve signal coordination goals for corridors across multiple jurisdictions.

Meetings/Other Services

We offer our clients a diverse combination of leading-edge traffic engineering skills, experience, and extensive knowledge of the communities in which we work to deliver comprehensive solutions and superior client service. Fehr & Peers provides support to project applicants and cities at City Council, Transportation Planning Commission, public hearings, and other public meetings. We will work with City of Diamond Bar staff to prepare reports and presentation materials that can effectively translate complex data/analyses and design challenges to the decision makers and the public using easy-to-understand visual communication methods and presentations. Our deep local knowledge from the past 20 years of close collaboration with the City provides us with an understanding of the City's needs which helps to deliver creative yet practical solutions for City Council, Traffic and Transportation Commission, and other stakeholders

Other Services

Other areas of Fehr & Peers' transportation engineering expertise include:

- Intelligent Transportation Systems
- Neighborhood Traffic Calming
- Ramp Metering
- Signing and Wayfinding
- Street, Walkway and Bikeway Lighting Systems
- Pavement Delineation
- Traffic Control/Management Plans
- Conceptual Engineering Feasibility Assessments for All Travel Modes
- Complete Streets and Streetscape Projects
- Traffic Calming
- Big Data Application and Analysis
- Travel Demand Forecasting
- Transit Operations
- Emergency and Railroad Pre-Emption
- Design-Build Projects

E. Qualifications & References



CITY OF ORANGE ON-CALL

MAY 2021 – JANUARY 2026

Fehr & Peers has served the City of Orange for the past four and a half years reviewing technical studies related to transportation impact assessment for CEQA and various traffic engineering tasks on behalf of the City. Following our completion of the Senate Bill (SB 743) implementation study for the City, we were asked to review some of the initial or more complicated submittals by applicants to provide consistency with the recently adopted thresholds and traffic impact study guidelines. Fehr & Peers has provided comments on development projects and transportation projects related to VMT analysis, LOS analysis, site access, drive-thru queueing, and on-site circulation.

PROJECT MANAGER: Delia Votsch

KEY STAFF:

Baldwin Ngai

Steve Brown

Matt Benjamin

Paul Herrmann

Claude Strayer

Diwu Zhou

Anna Luo

REFERENCE CONTACT

Larry Tay

City Traffic Engineer

(714) 744-5534

ltay@cityoforange.org

CITY OF RANCHO CUCAMONGA ON-CALL TRAFFIC ENGINEERING

SEPTEMBER 2022 – ONGOING

Fehr & Peers has been working with the City of Rancho Cucamonga as a trusted advisor since 2016. Our first project in the area was with a developer seeking entitlements and traffic engineering design approvals, all of which required extensive coordination with the City. Since that time, we have worked extensively with the City, including work on the mobility element for the City, Emergency Evacuation Plan, SB 743 Implementation Study, Southeast Quadrant Industrial Area, and Healthy RC SR2S/Active Transportation Plan. In the past two months, we have also been serving as an extension of City staff, reviewing traffic submittals for the City and generally assisting the City in miscellaneous tasks requested.

PROJECT MANAGER: Jason Pack

KEY STAFF:

Baldwin Ngai

Diwu Zhou

Claude Strayer

Paul Herrmann

REFERENCE CONTACT

Justine Garcia, MPA

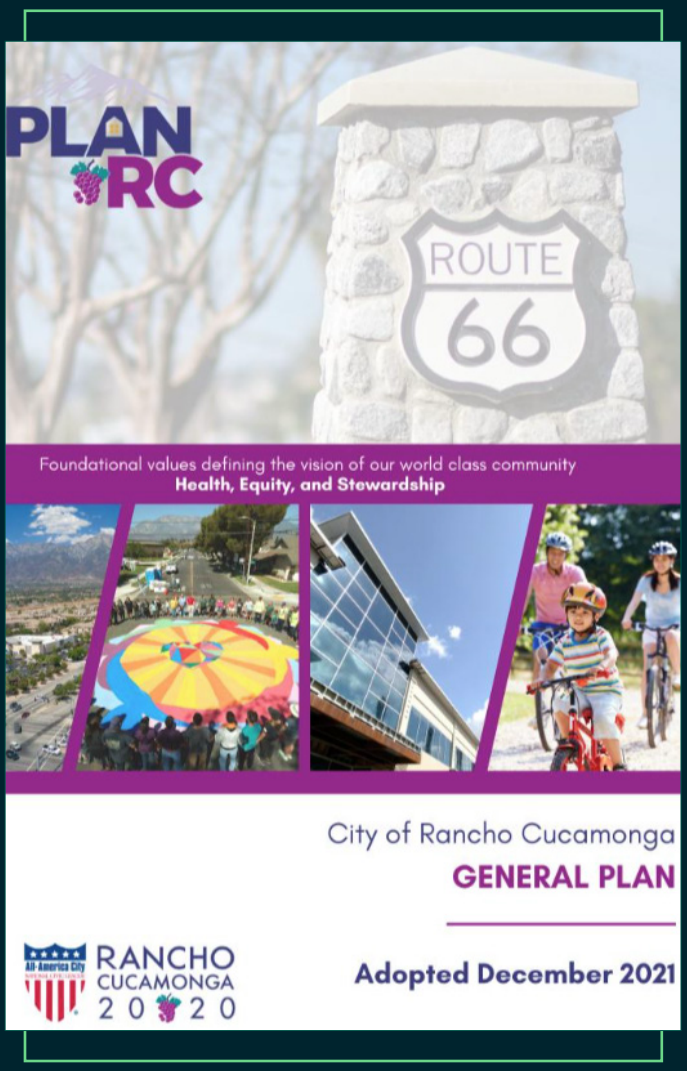
Deputy Director of Engineering Services

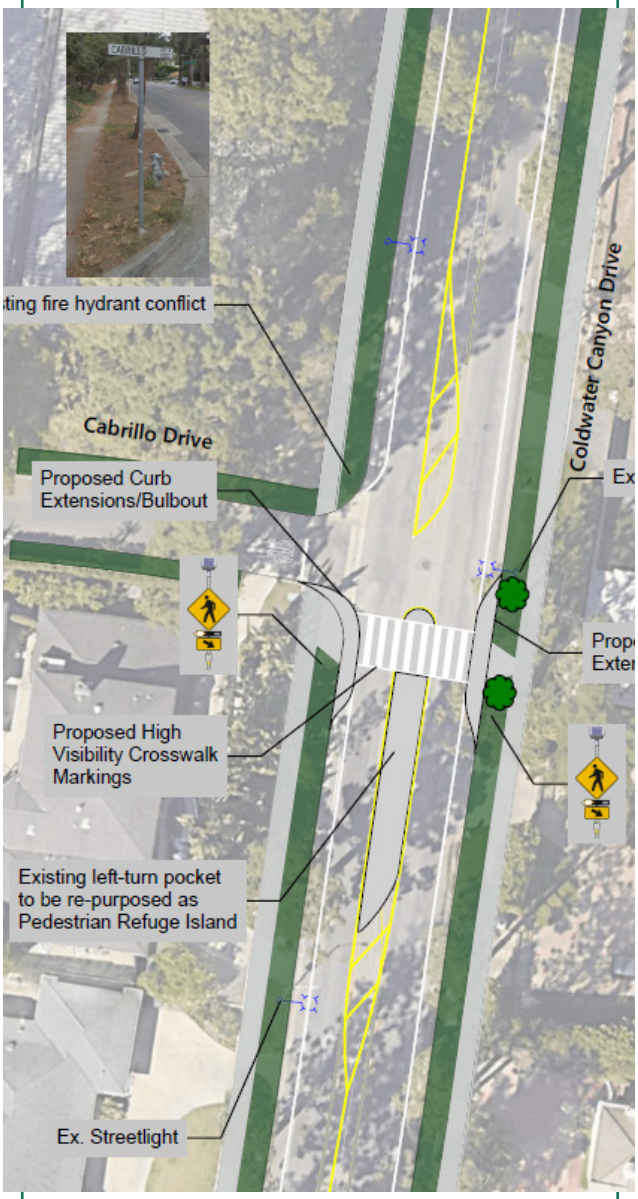
10500 Civic Center Drive,

Rancho Cucamonga, CA 91730, US

(909) 774-2046

justine.garcia@cityofrc.us





CITY OF BEVERLY HILLS ON-CALL

JULY 2025 – ONGOING

Fehr & Peers serves the City of Beverly Hills with an on-call contract for traffic engineering services. Our effort includes an array of transportation planning and design tasks including signing and striping design plans, traffic signal modifications, traffic calming, pedestrian crossing improvements, temporary traffic control, multi-modal circulation, and other implementation projects. Two recent traffic signal design projects that Fehr & Peers has completed on this contract are: Olympic Boulevard/ Beverly Drive/Beverwil Drive, and Clifton Avenue at Crescent Way. The Olympic Boulevard signal modification included a complicated double intersection with many phasing, overlap, and equipment challenges. We prepared the design and supported the City all the way through construction to ensure a successful turn on and implementation. Clifton Avenue at Crescent Way is a brand-new traffic signal and is associated with the Metro construction project and the closure of Canon Drive at Wilshire.

Additional recent task orders have involved the conversion of Dayton Way from a one-way street to a two-way street to facilitate access to a City-owned parking structure between Crescent Drive and Canon Drive. Fehr & Peers prepared a concept design and assessed impacts to the on-street parking, signing and striping, and adjacent signals. Our staff presented a detailed review of our findings to the Traffic & Parking Commission, and ultimately the City Council, to support the decision-making process. We are currently completing the design plans, and will be providing design support during construction as well.

PROJECT MANAGER: Sarah Brandenberg

KEY STAFF:

Baldwin Ngai

Anna Luo

Steve Brown

Claude Strayer

Biling Liu

Matt Benjamin

REFERENCE CONTACT

Aaron Kunz
Deputy Director of Transportation
City of Beverly Hills
akunz@beverlyhills.org
(310) 285-2563

F. Terms & Conditions

We have identified several requested contract modifications and would appreciate the opportunity to discuss them with the City of Diamond Bar should any present concerns during the procurement process.

G. Statement of Availability

Fehr & Peers will maintain staff availability for the duration of the contract to support the City of Diamond Bar On-Call Traffic and Transportation Engineering Services. We are committed to providing consistent staffing and ensuring continuity of service throughout the life of the engagement.

Fehr & Peers

2025-2026

(July 2025 through June 2026)

Hourly Billing Rates

Classification	Hourly Rate
Principal	$280.00 - $460.00
Senior Associate	$240.00 - $335.00
Associate	$215.00 - $290.00
Senior Engineer/Planner	$165.00 - $240.00
Engineer/Planner	$140.00 - $200.00
Senior Engineering Technician	$160.00 - $255.00
Senior Project Accountant	$125.00 - $190.00
Senior Project Coordinator	$135.00 - $225.00
Project Coordinator	$120.00 - $190.00
Technician	$155.00 - $195.00
Intern	$100.00 - $160.00

- *Other Direct Costs / Reimbursable Expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the current IRS approved rate (72.5 cents per mile as of Jan 2026).*
- *Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of monthly project labor*.

Fehr & Peers reserves the right to change these rates at any time with or without advance notice.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of **June 16, 2026** by and between the City of Diamond Bar, a municipal corporation ("City") and **Iteris, Inc.**, a California corporation ("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 Traffic and Transportation Engineering 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.

Christian Malpica, Associate Engineer (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 **July 1, 2026**, and shall continue until **June 30, 2029** unless earlier terminated pursuant to the provisions herein.

The City shall have the option to extend this Agreement for **one (1) additional two (2) year term**, 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:

Consultant’s rates shall be fixed during the initial Term of this Agreement. Rate increases in compensation will be only considered in the event the City exercises its option to extend the Agreement and apply as of July 1, 2029. Any rate increase 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 Eighty Thousand Dollars ($80,000) per Fiscal Year 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**.** 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**.** Payment will be made only after submission of proper invoices.

D**.** City will pay Consultant the amount property invoiced within 35 days of receipt.

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.

To the maximum extent permitted by Civil Code section2782.8, 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) To the fullest extent permitted by law, the Consultant agrees to indemnify and hold indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property caused by the negligent professional act or omission in the performance of professional services pursuant to 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;

(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; and

(5) Professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a combined single limit of $1,000,000. If such insurance is on a claims made basis, Consultant agrees to keep such insurance in full force and effect for at least five years after termination or date of completion of this Agreement.

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 thirty (30) 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 thirtieth (30th) 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. Time of Completion. Consultant agrees to commence the work provided for in this Agreement within (5) days of being notified by the City to proceed and to diligently prosecute completion of the work during the term.

19. Time Is of the Essence. Time is of the essence in this Agreement. Consultant shall do all things necessary and incidental to the prosecution of Consultant's work.

20. Delays and Extensions of Time. Consultant's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay,

Consultant must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Consultant's control. If Consultant believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Consultant be entitled to any claim for lost profits due to any delay, whether caused by the City or due to some other cause.

21. 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.

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

23. 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.

24. Reserved.

25. Mediation. Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual good faith efforts to resolve the same any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

26. 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"
Iteris, Inc. 1700 Carnegie Avenue, Suite 100 Santa Ana, CA 92705 Attn.: Steven Bradley Phone: 949 270-9647 E-mail: sdb@iteris.com	City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765-4178 Attn.: Daniel Fox, City Manager Phone: (909) 839-7010 E-mail: dfox@diamondbarca.gov

27. 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.

28. 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.

29. 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"
	CITY OF DIAMOND BAR
By: _____ Printed Name Steven Bradley Title: Senior Vice President	By: _____ Dan Fox, City Manager
By: _____ Printed Name: _____ Title: _____	ATTEST: _____ Kristina Santana, City Clerk

Approved as to form:

By: _____
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.*

ITERIS, INC. PROPOSAL RESPONSE FOR:

City of Diamond Bar
Professional On-Call Traffic & Transportation Engineering Services

Technical Proposal

Prepared By:

iteris®
ALMAVIVA GROUP

Prepared For:

CITY OF DIAMOND BAR CALIFORNIA

March 17, 2026

11477-141.26

iteris
ALMAVIVA GROUP

949.270.9400
iteris.com

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705

COVER LETTER

March 17, 2026

Christian Malpica
Associate Engineer/Project Manager
City of Diamond Bar – Public Works Department
21810 Copley Drive
Diamond Bar, CA 91765

11477-141.26

RE: Proposal for Professional On-Call Traffic and Transportation Engineering Services

The City of Diamond Bar continues to prioritize safety, reliable, and efficient transportation operations across its roadway network. Maintaining this performance requires responsive engineering support, deep knowledge of the City's communication and traffic systems, and the ability to quickly address operational challenges as they arise. Iteris has had the privilege of supporting the City in these efforts over the past several years, working closely with Public Works staff to maintain and improve traffic operations throughout the community.

Through this ongoing collaboration, our team has developed a detailed understanding of city's traffic signal infrastructure, communications network, and traffic management systems. This institutional knowledge allows Iteris to respond quickly to the City's needs, provide practical engineering solutions, and support City staff without the learning curve typically required by new consultants.

Iteris proposes Mr. Omid Modaghegh, MCSE, IMSA as Project Manager for this opportunity. Mr. Modaghegh has been the technical support and communicator with the city for the past several years – he has extensive experience supporting local agencies with traffic operations, signal timing, communications systems, and ITS infrastructure throughout Southern California. He has directly supported the City of Diamond Bar and is familiar with the City's signal systems, adaptive operations, SCOOT and communications architecture. As Project Manager, Mr. Modaghegh will serve as the City's primary point of contact and will oversee all task assignments to ensure responsive service, technical quality, and clear communication. In addition to Mr. Modaghegh, he will be supported by Mr. Bernard Li, EE, TE, PTOE with over 35-years of Transportation and Traffic Engineering experience will be the Principal-In-Charge and Quality Assurance and Quality Control (QA/QC) lead. Below is a list of Iteris' distinct advantages:

- **DIRECT FAMILIARITY WITH CITY'S TRAFFIC SYSTEMS AND COMMUNICATIONS INFRASTRUCTURE.**
  Iteris brings unmatched continuity and institutional knowledge of the City's transportation environment. Our team is familiar with the City's traffic signal network, ATMS environment, Siemens TACTICS platform, adaptive SCOOT operations, Siemens SEPAC 2070 controllers, Siemens Ruggedcom switches, Clary battery backup systems, Cohu CCTV cameras, and the TranSuite video control system. This familiarity allows Iteris to respond efficiently, troubleshoot issues faster, and support the City without the learning curve required by a new consultant.

- **DEPTH OF QUALIFIED MULTIDISCIPLINARY STAFF AND TECHNICAL EXPERTISE**
  Iteris provides the City with a multidisciplinary team that includes experts in traffic engineering, traffic studies, signal timing, traffic signal design, ITS integration, communications systems, plan check, and construction support. Our staff includes licensed engineers, IMSA certified professionals, and personnel with Microsoft, Cisco, and related technical certifications. This depth allows Iteris to provide complete support across the full range of on call services through one coordinated team.

- **PROVEN RESPONSIVENESS AND TRUSTED DELIVERY TO THE CITY OF DIAMOND BAR**
  Iteris has supported City of Diamond Bar over multiple years with day-to-day engineering assistance, operational support, and system level technical expertise. Our team understands how to work effectively with City staff, respond to urgent needs, and develop solutions that are technically sound, practical to implement, and aligned with the City's goals. This proven working relationship allows Iteris to continue delivering dependable service and strong value to the City from day one.

Iteris acknowledges receipt of Addendum #1 released March 13, 2026.

Iteris appreciates the opportunity to submit this proposal and looks forward to continuing to support the City of Diamond Bar with responsive, high-quality traffic and transportation engineering services. Please contact me at (949) 270-9633 or bkl@iteris.com, or the designated Project Manager (PM), Mr. Omid Modaghegh, at (949) 270-9632 or oxm@iteris.com, should you have any questions.

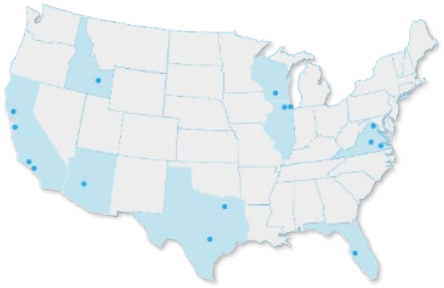
Sincerely,
Iteris, Inc.

Bernard K. Li, EE, TE, PTOE is authorized to bind Iteris, Inc.

Bernard K. Li, EE, TE, PTOE
Vice President,
Mobility Consulting Services, West

FIRM PROFILE

Firm Background and Relevant Experience



Iteris has been the market leader in smart mobility infrastructure management since 1987. Iteris' 470 staff have decades of expertise in traffic management, along with superior services and patented products that help detect, measure, and manage traffic and vehicular performance, minimize traffic congestion, enhance safety, and empower Iteris clients with solutions to better manage their transportation networks. Iteris Team members are experts in the fields of transportation planning, traffic engineering, and ITS. Knowledge of these practice areas enables Iteris to provide comprehensive services ranging from initial traffic impact studies, transportation modeling, planning, systems engineering, and detailed design, through implementation and performance measurement/monitoring. Iteris combines the knowledge of transportation engineers, systems engineers, system integrators, software engineers, and transportation planners to offer an unmatched combination of talent and experience. Iteris develops and deploys innovative solutions that help agencies reduce traffic congestion, enhance transit use, monitor and manage transportation networks and provide greater access to reliable traveler information.

Relevant Transportation Engineering Services

Over the past five years, our team has developed a ***strong working relationship with the City of Diamond Bar*** through ongoing traffic and transportation engineering support. That experience has provided a solid understanding of the City's priorities, processes, and expectations, and positions us to deliver responsive on call services across the key areas identified in this RFP. Support has include traffic engineering studies, VMT and environmental document review, geometric and traffic signal design, PS&E, plan checking, construction support, transportation planning and coordination, TransSuite VMS, SCOOT, and TACTICS ATMS support, traffic network communication troubleshooting, signal timing and coordination, and attendance at meetings as needed. With experienced staff and local familiarity, our team can respond efficiently to task orders, coordinate closely with City staff and consultants, and provide timely, high quality technical support aligned with the City's needs.

TRAFFIC ENGINEERING

- Traffic impact studies and development review
- Review of traffic sections of environmental documents
- Intersection level of service and operational analysis
- Speed surveys and speed limit determinations School safety evaluations
- Traffic control device evaluations and warrant studies
- Queue analysis and congestion mitigation strategies
- Before and after operational evaluations
- Safety review of traffic patterns and field conditions



Traffic engineering services focus on evaluating roadway, intersection, and corridor conditions to help the City address operational, safety, and development related needs. These services support both day-to-day traffic concerns and more detailed technical reviews tied to development activity, public requests, and system performance

TRAFFIC SIGNAL DESIGN AND CONSTRUCTION SUPPORT

- Traffic signal design and modification
- Signing and striping plans
- Preparation of plans, specifications, and estimates
- Plan check and review of traffic related submittals
- Review of traffic signal plans, traffic control plans, and permit related plans
- Construction administration and inspection support as requested
- **Field review, implementation support, and project closeout assistance**



Traffic signal design and construction support services carry projects from early design through field implementation. This work includes preparation of design documents, review of traffic related plans and submittals, and construction phase support to help maintain consistency between design intent, City standards, and installed improvements.

TRANSPORTATION PLANNING

- Traffic Transportation planning studies and technical analysis
- Site access and circulation studies
- Environmental transportation review and VMT analysis
- Traffic forecasting and operational modeling
- Corridor and neighborhood traffic studies
- Master planning and multimodal mobility analysis
- Congestion Management Program data and compliance support



Transportation planning services support the City's broader mobility goals through technical analysis, forecasting, environmental review, and system level planning. These services may include corridor, site specific, neighborhood, and citywide planning efforts that help guide future improvements and support informed decision making.

TRAFFIC MANAGEMENT CENTER AND SIGNAL OPERATIONS SUPPORT

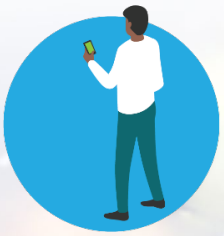
- Traffic Management Center operational support
- Support for VMS and ATMS platforms, including TransSuite, SCOOT, TACTICS, and related applications
- Traffic signal timing, coordination, and progression updates
- Field communications troubleshooting and network support
- TMC staffing support during special events, peak periods, or other City needs



Traffic management center and signal operations support services help the City maintain reliable day-to-day system operations, and effective communications.. This work includes support for central system operations, timing implementation, field communications, system integration, and staffing assistance when needed to support City operations and special conditions.

ON CALL SUPPORT

- Supplemental staffing support in the role of City traffic engineering assistance as needed
- Attendance and presentation support for City Council, Commission, staff, and community meetings
- Technical support for traffic related capital improvement projects
- Coordination with City staff, developers, contractors, utility providers, and other consultants



On call support services provide the City with flexible technical assistance that extends beyond individual studies or design tasks. These services are intended to supplement City staff with responsive engineering support, coordination, meeting participation, and assistance with ongoing transportation related matters as they arise.

Iteris has extensive transportation engineering, planning and ITS on-call experience, having successfully managed and completed hundreds of on-call task orders for a wide variety of public agencies and municipalities. Iteris has the experience and capacity to respond quickly to task orders with accelerated schedules without sacrificing quality of work. The blend of Iteris' local knowledge and vast transportation management experience is what the city needs to tackle any challenges or technical requests that arise. Iteris' past on-call engagements have involved the evaluation of impacts to traffic, transit and safety as a result of new developments (i.e. residential, retail, commercial), trip/parking generation, traffic control warrants, queuing analysis, travel demand forecasting, capacity analysis/simulation, pedestrian/bicycle/ transit access studies, origin/ destination analysis (using models, license surveys and MacID addresses), circulation analysis and traffic engineering design tasks (e.g. signals, signing, striping, lighting, temporary traffic control, ITS, ETC.). **Table 1 – Iteris' On-Call experience** provides a selection of agencies to which Iteris has provided on-call services over the past five years.

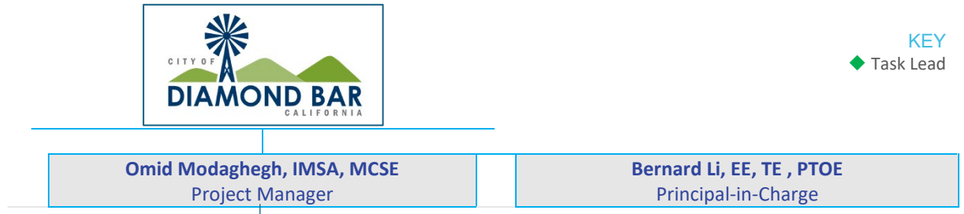
Table 1 – Iteris' On-Call Experience

CITY/AGENCY	Traffic Engineering	Transportation Planning	ITS	Traffic Signal Operations	Environmental Studies	Modeling/Forecasting
California State University, Long Beach	●			●		
Caltrans	●	●	●		●	
City of Aliso Viejo	●			●		
City of Anaheim	●	●	●	●	●	●
City of Beaumont		●		●		●
City of Beverly Hills	●	●		●		●
City of Buena Park	●		●	●		
City of Cypress	●			●		
City of Diamond Bar	●		●	●		
City of Eastvale	●			●		
City of Fountain Valley	●					
City of Garden Grove	●					
City of Irvine	●	●	●	●	●	
City of Irwindale	●	●		●		
City of Laguna Niguel	●		●	●		
City of Laguna Woods	●			●		
City of Lake Forest	●		●	●		
City of Long Beach	●	●	●	●		
City of Los Angeles Planning Department		●		●		
City of Newport Beach	●			●		
City of Orange	●			●	●	
City of Oxnard	●			●		
City of Pasadena	●		●	●	●	●
City of Pomona	●	●	●	●		
City of Rancho Palos Verdes	●			●		
City of Rialto		●		●		
City of San Diego	●					
City of San Marcos	●		●			
City of Tustin	●		●	●		
City of West Hollywood	●		●	●		
CRA, City of Los Angeles		●		●		
Los Angeles County Metro	●	●	●	●		
Los Angeles Parks and Recreation			●			
Los Angeles Unified School District						
Orange County Transportation Authority	●	●		●	●	
Port of Long Beach	●	●				●
Port of Los Angeles	●	●				●

PROJECT TEAM

With local offices in Santa Ana, Los Angeles and Oakland, Iteris has the resources of over 100 team members throughout California dedicated to Traffic Engineering, Transportation Planning, and ITS. Iteris' proposed team organization is provided in **Figure 1 – Project Team Organization.**

Figure 1– Project Team Organization



STAFF	ROLE	CITY OF DIAMOND BAR EXPERIENCE	AVAILABILITY	Traffic Engineering / Studies	Design / PS&E / Plan Checking	Construction Support	Transportation Planning / Coordination	Traffic Management Systems / Signal Operations	Meetings / Other Services
Omid Modaghegh IMSA, MCSE	**Project Manager**	●	50%	◆	◆	◆	◆	◆	◆
Bernard K. Li, EE, PE, PTOE	**Principal-in-Charge**	●	45%						
Deepak Kaushik, PE	**Task Lead**	●	45%	◆					◆
Michelle Haas, PE, TE	**Task Lead**		50%				◆		◆
Naree Kim, PE	**Task Lead**	●	45%						◆
Bowen Yang, PE	**Task Lead**	●	60%		◆				
Andrew Freeman, PE, TE, PTOE			50%		◆				
Raymond Liang, EIT			55%		◆				
Alex Nguyen		●	60%		◆	◆		◆	
Angaelos Hanna		●	55%			◆			
Delbert Lavezzari-Smith	**Task Lead**	●	45%			◆			
Sean T. Daly, AICP, PTP			50%						◆
Chris Devlin			55%				◆		
Rasool Andalibian, PhD	**Task Lead**	●	50%					◆	
Linhua Li, PE, PTOE			60%					◆	
Natali Luevanos Mendez		●	60%	◆				◆	
SungWoo Jo, TE			60%	◆					
Bill Zhou, EIT			60%	◆			◆		
Eric Chiu			60%			◆			
Marjan Mosslemi			60%				◆		

Omid Modaghegh, IMSA, MCSE – Project Manager



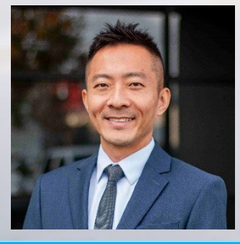
Mr. Modaghegh serves as a Senior Engineer for Iteris' Mobility Consulting Services and was previously with the firm from 2014 to 2018. He returned in December 2019Mr. Modaghegh has 12 years of experience with ITS, communications systems, traffic design, and traffic signal timing. He establishes HIL (Hardware in the Loop Simulation) using VISSIM, ASC/3 and 2070 Controller, 332 Hybrid cabinet including all interface configuration for his master's thesis. He also has six years of experience in the IT field in establishing network specifications, designing router administration, including interface configuration and routing protocols. Mr. Modaghegh's software knowledge includes i2, CENTRACS, TACTICS, MaxView, and various traffic controllers such as ASC/3, 2070, and McCain/BiTran 170. He is also proficient in VISSIM, Synchro, Tru-Traffic, and PC-Travel software.

Bernard K. Li, EE, TE, PTOE - Principal-in-Charge



Mr. Li serves as a Vice President of Iteris' Mobility Consulting Services and has been with the firm since 2010. He has 38 years of experience in providing professional services in planning, design and implementation of traffic engineering and Intelligent Transportation Systems (ITS). Mr. Li has served as Project Manager or Principal-in-Charge on numerous traffic and ITS design/construction, traffic signal timing and synchronization, operational analysis, feasibility studies and municipal traffic engineering projects. His traffic engineering design expertise includes traffic signal installation, signal modification, roadway signage/striping, street lighting, and worksite traffic control and neighborhood traffic management. Mr. Li's ITS experience comprises fiber optic communications, wireless communications, Closed-Circuit Television (CCTV), Video-Detection System (VDS) and Dynamic Message Signs (DMS). He is also highly experienced in traffic signal operations, having assisted numerous agencies in the analysis, retiming, and synchronization of traffic signals, both corridor and network wide. Mr. Li's transportation planning expertise includes traffic impact studies, parking studies, transportation master plans, signal warrant analysis and stop warrant analysis. He has served as City Traffic Engineering Consultant for many agencies, helping to resolve numerous day-to-day traffic engineering issues, including resident inquiries, plan checking, and safety evaluations.

Bowen Yang, PE – Task Lead



Mr. Yang serves as a Senior Engineer for Iteris' Mobility Consulting Services division and has been with the firm since February 2016. Mr. Yang is an engineering professional with over 11 years of experience and a solid background in traffic, transportation, civil, and structural engineering. He has consistently delivered project within budget and schedule, and always seeks to produce creative solutions. Mr. Yang has a strong ability to work independently and provide support for multiple concurrent priorities, and always receive high client satisfaction. Mr. Yang's software experience includes AutoCAD/Civil 3D, AutoTurn, MicroStation/InRoads, GuidSign, Synchro, and Vissim, and MS Office.

Rasool Andalibian, PHD – Task Lead



Dr. Andalibian serves as a Senior Engineer for Iteris' Consulting Services division and has been with the firm since October 2015. He has eight years of experience working in Traffic Engineering and Transportation Planning. Dr. Andalibian's areas of expertise are signal timing optimization, traffic operation, traffic impact analysis study, and travel demand modeling. His software experience includes Synchro, Tru-Traffic, HCS, TRAFFIX, VISSIM, CORSIM, SimTraffic, TransCAD, EMME/2, MicroStation, AutoCAD, Minitab, SPSS, GAMS and ArcGIS.

Deepak Kaushik, PE – Task Lead



Mr. Kaushik serves as an Associate Vice President for Iteris' Mobility Consulting Services and has been with the firm since 2008. He has over 24 years of transportation planning and engineering experience, which includes transportation systems analysis, multimodal mobility planning, highway operations, traffic safety, and travel-demand modeling. He enjoys the technical aspects of the projects he manages, but also embraces the interaction with stakeholders, city officials, and the public. Most of all, he welcomes the challenge of finding solutions that improve mobility for all users.

Naree Kim, PE **–** Task Lead



Ms. Kim serves as Associate Vice President for Iteris' Mobility Consulting Services with prior leadership experience at Iteris, returning with expanded expertise in Intelligent Transportation Systems (ITS) and transportation engineering gained over four years in the industry. She has over 23 years of experience in planning, design and implementation of traffic engineering and Intelligent Transportation Systems (ITS). Ms Kim has served as Project Manager on numerous traffic and ITS design/construction, traffic signal timing and synchronization, operational analysis, feasibility studies and municipal traffic engineering projects. Her traffic engineering design expertise includes traffic signal installation, signal modification, roadway signage/striping, street lighting, and worksite traffic control and neighborhood traffic management. Ms. Kim's ITS experience comprises fiber optic communications, wireless communication, Closed-Circuit Television (CCTV), Video-Detection System (VDS) and Dynamic Message Signs (DMS). Ms. Kim's transportation planning expertise includes traffic impact studies, parking studies, transportation master plans, signal warrant analysis and stop warrant analysis.

Delbert Lavezzari-Smith – Task Lead



Mr. Lavezzari serves as an Associate Engineer for Iteris' Mobility Consulting Services division and has been with the firm since April 2016. He has over seven years of experience working in Traffic Engineering and System Design. Mr. Lavezzari has provided support on various Intelligent Transportation Systems (ITS) projects by performing field inventory, generating base AutoCAD design plans, and drafting summary reports of the field data collected. Mr. Lavezzari's software knowledge includes AutoCAD, MicroStation and Synchro.

Michelle Haas, PE, TE **–** Task Lead



Mrs. Haas serves as an Associate Engineer for Iteris' Mobility Consulting Services and has been with the firm since December 2021. She has over 6 years of experience working in the fields of transportation engineering and planning. She has worked on a variety of project types including developing traffic design plans, traffic safety studies, signal timing optimization, operations analysis, and travel forecasting.

Project Understanding

The City of Diamond Bar is requesting a consultant team that can step in as needed to support the city staff across a broad range of transportation-related assignments. Work under this contract will range from traffic operations, transportation planning, plan review, signal design, field coordination to traffic management system support. Each task will require clear communication, sound engineering judgment, and the ability to adapt to the City's priorities and schedule.

The City's transportation system serves residential neighborhoods, commercial areas, schools, major arterial corridors, and regional travel connections. Supporting this network requires practical solutions that balance safety, mobility, and overall system operations. Technical support should not only address immediate operational needs but also help the city maintain reliable performance and make informed decisions as transportation needs continue to evolve.

On call assignments can vary significantly in size and complexity, ranging from focused operational reviews to larger studies, design support, and implementation assistance. A successful team must be able to respond efficiently, define the issue quickly, and provide recommendations that are clear, actionable, and aligned with City objectives. Coordination with City staff and other stakeholders will also be important to keep tasks moving and avoid delays. Iteris' recent on-call support with the city for the past several years provides our team's invaluable experience and understanding of City's signal infrastructure, communications environment, operational needs and process. This experience and knowledge set us apart from other consulting firms by reducing ramp up time and allowing the team to provide effective support from the start of the contract.

Project Approach and Methodology

A responsive and well-defined task order process is essential to deliver high quality transportation engineering services. Our approach is centered on clear communication, timely response, technical accuracy, and practical implementation. The objective is to support the City with reliable engineering services that are aligned with task requirements, schedules, and operational priorities.

For each assignment, the Iteris project manager will coordinate with the City's project manager to confirm the scope, schedule, review available information, and expected deliverables. This initial coordination helps define the level of effort, establish the task objectives, and confirm the appropriate technical approach before work begins.

Once a task order is authorized, the team will review available background information such as plans, traffic data, signal timing information, prior studies, and other relevant materials. When needed, field verification will also be performed to confirm existing conditions and identify issues affecting safety, traffic operations, or overall system performance.

Based on the nature of the assignment, the team will then perform the appropriate engineering analysis using established traffic engineering practices and professional judgment. Depending on the task, this work may include traffic operations review, safety evaluation, signal timing analysis, design development, or transportation planning assessment. The focus will remain on developing clear, practical, and implementable recommendations that support City objectives.

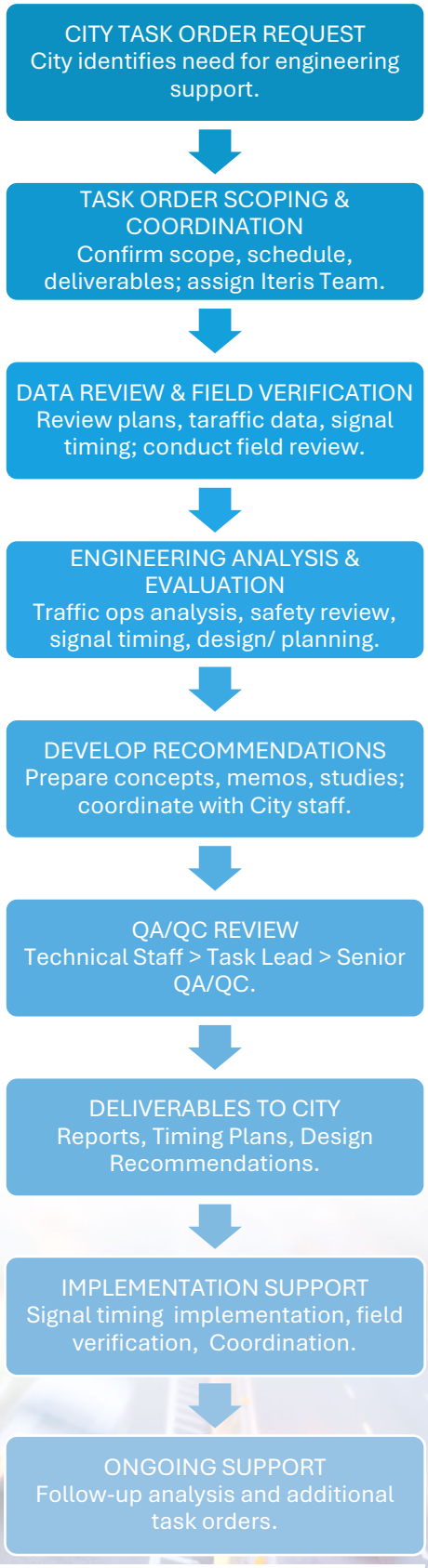


Figure Typical Task Order Delivery Process

Throughout each assignment, regular coordination with the City project manager will help keep the work aligned with task objectives, review expectations, and schedule requirements. This coordination will support efficient decision making and help minimize unnecessary review cycles.

All deliverables will undergo internal quality review prior to submittal to confirm technical accuracy, clarity, and consistency. When included as part of a task order, support may also extend through implementation related activities such as signal timing updates, field verification, and coordination with City representatives or contractors.

Scope of Services

The following sections describe the transportation engineering services that can be provided under this on call contract. Assignments may range from focused technical support and brief reviews to more involved studies, design efforts, field coordination, and operational improvements. The level of effort for each task can be tailored to the City's specific needs, schedule, and priorities.

This contract is intended to provide the City with responsive support across a broad range of transportation-related needs. Depending on the assignment, work may include technical analysis, coordination with staff and stakeholders, review of available information, preparation of exhibits or memoranda, and follow up during implementation. Some task orders may be completed quickly, while others may require a broader level of review and coordination. In each case, the goal will be to provide practical, well organized, and dependable support that helps the city move work forward efficiently.

A. Traffic Engineering and Traffic Studies (Task Lead: Deepak Kaushik)

Traffic engineering services will be a major part of this contract and may include both routine and more detailed technical evaluations. Some assignments may be tied to development review or environmental documentation, while others may focus on specific operational or safety concerns identified by City staff or the public. In each case, the work will focus on understanding existing conditions, identifying the issue clearly, and providing recommendations that are practical and supported by sound engineering judgment.

Services in this area may include:

- Review of traffic impact studies and traffic sections of environmental documents
- Speed surveys and speed limit determinations
- School safety evaluations and citizen complaint investigations
- Intersection level of service analysis and traffic control device evaluations
- Evaluation of pedestrian and intersection safety improvements, including Leading Pedestrian Intervals, pedestrian scramble operations, and turn restriction treatments such as No Right Turn on Red
- Vehicle Miles Traveled analysis, including project screening, technical review, mitigation evaluation, and support for CEQA compliance consistent with State and regional guidelines

Depending on the assignment, findings may be documented through a technical memorandum, formal study, or focused summary prepared for City review.

B. Design, Plans Specifications and Estimates, and Plan Checking (Task Lead: Bowen Yang)

When assignments move into design, support may extend from early review of existing conditions through preparation of complete plans, specifications, and estimates. This may include geometric improvements, traffic signal design, signing and striping plans, multimodal improvements and related traffic control improvements. Available record drawings, field conditions, utility considerations, and operational needs will be reviewed at the outset of a project, therefore final design is aligned with City priorities and project requirements.

Plan checking will also be an important part of this contract, particularly for proposed development projects and traffic control plans related to encroachment permits. Reviews will focus on compliance with City standards, Caltrans requirements, the California MUTCD, operational impacts, safety, and constructability. Comments will be organized clearly so staff and applicants can resolve issues efficiently and keep the review process moving.

Typical support in this area may include:

- Geometric design and traffic signal design, including preparation of PS&E
- Signing and striping plan preparation
- Plan checking and document review for proposed development projects
- Review of traffic control plans related to encroachment permits

For complete submittals, plan check review can be completed within the City's target turnaround of ten working days, unless otherwise directed by the city.

C. Construction Support (Task Lead: Delbert Smith-Lavezzari)

Construction support helps move a project from approved plans into successful field implementation. Services may include review of contractor submittals, responses to requests for information, field observation during installation, coordination during equipment replacement and startup, and follow up through final implementation. The goal is to help the City maintain consistency between the approved design and the completed work while reducing delays and resolving issues early in the field.

Iteris also brings relevant on call construction inspection experience from similar traffic signal improvement projects for other local agencies. This work has included observing field construction during traffic signal cabinet, controller, and related equipment upgrades, reviewing installation progress from the equipment review stage through final implementation, preparing punch lists and field checklists, and coordinating closely with contractors and City staff throughout construction. This experience supports efficient project delivery and helps maintain consistency between approved plans, field conditions, and final operation.

D. Transportation Planning and Coordination (Task Lead: Michelle Haas)

Some task orders may be broader in nature and may focus more on transportation planning and coordination than on immediate operational or design issues. These assignments may support the City's long range transportation needs, corridor planning efforts, and coordination with other agencies or consultants. In those cases, the work will focus on helping the City evaluate options, organize technical information, and support projects that affect overall system performance.

This area may include:

- Preparation of traffic data for compliance with the Congestion Management Program
- Support for the City's transportation system planning efforts, including SR 57 and SR 60 related studies, grade separation projects, and transit studies
- Coordination with City staff and consultants regarding traffic requirements for Capital Improvement Projects

Because these efforts often involve multiple parties and moving project elements, close coordination with the City will remain important throughout the assignment.

E. Traffic Management Systems and Signal Operations (Task Lead: Rasool Andalibian)

Traffic management systems and signal operations support are especially relevant to this contract because many City needs involve signal timing, communications, equipment performance, and daily system operation. Through our recent on-call support with the city , our team has developed familiarity with the City's traffic signal environment, including TransSuite VMS, SCOOT, TACTICS ATMS, field communications, and related operational needs. That experience allows us to respond efficiently, reduce ramp up time, and support reliable system performance.

Support in this area may include:

- Field technical support for traffic network communication troubleshooting, equipment setup, and configuration.
- Support for ongoing traffic signal operations, including implementation of signal timing and synchronization, as needed.

Assignments may range from focused field issues to broader operational review of system and corridor performance.

F. Meetings and Additional Services (Task Lead: Naree Kim)

Iteris understands that effective communication and coordination with City staff, decision-makers, and stakeholders are essential to the successful delivery of on-call services. As part of this task, our team will be available to attend and support a variety of meetings as requested by the city, including City Council meetings, Traffic and Transportation Commission meetings, community meetings, and other coordination meetings. When attending these meetings, Iteris staff will be prepared to present technical information in a clear and concise manner, respond to questions from City leadership and stakeholders, and provide professional recommendations that support the City's transportation and mobility objectives.

Our team will also assist the city in preparing meeting materials as needed, including technical memoranda, presentation slides, exhibits, and supporting documentation to help communicate project objectives, analysis results, and recommended actions. We understand the importance of translating technical concepts into information that is accessible and meaningful for both decision-makers and the public.

In addition to meeting support, Iteris will remain flexible and responsive in providing other related services as requested or directed by the city. These services may include technical coordination with other agencies, participation in interdepartmental working groups, preparation of briefings or responses to inquiries, and other specialized support tasks that may arise during the course of the contract. Our team's experience working with local agencies throughout Southern California allows us to respond quickly and effectively to these requests while ensuring that all services remain aligned with the City's goals and priorities.

COMPARABLE WORK PERFORMED

Iteris has extensive experience providing on-call traffic and transportation engineering services to cities throughout Southern California. Our team regularly supports local agencies with traffic engineering studies, development review, signal timing optimization, traffic signal design, transportation planning, and traffic management system support. Through these on-call contracts, Iteris works closely with city staff to respond to day-to-day operational needs, evaluate transportation issues, and implement practical solutions that improve safety and mobility.

The following projects demonstrate Iteris' experience delivering responsive and reliable on call transportation engineering services for local jurisdictions with transportation systems similar to the City of Diamond Bar. These projects include traffic engineering analysis, signal operations support, design services, and coordination with City staff and stakeholders.

#1 City of West Hollywood On-Call Engineering Services

Duration: 3/1/2023 – Ongoing

Richard Garland,
Principal Traffic Engineer
rgarland@weho.org , (323) 848-6457
City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069

Iteris provides on-call traffic engineering and intelligent transportation systems support to the City of West Hollywood, assisting the city with traffic signal operations, safety improvements, system upgrades, and implementation of advanced traffic technologies. Working closely with City staff, Iteris functions as an extension of the Public Works and Transportation team by providing engineering analysis, design services, system troubleshooting, and implementation support across the City's signalized network.

Under this engagement, Iteris supports a wide range of operational and capital improvement initiatives aimed at improving traffic operations, pedestrian safety, and system reliability. The city has prioritized implementation of innovative safety treatments and signal operation enhancements, including pedestrian priority strategies and upgrades to signal controller and communication infrastructure. Iteris has also provided technical assistance for system integration, field troubleshooting, and signal timing updates across the City's network.

Iteris' familiarity with the City's signal systems, communications infrastructure, and traffic management software has allowed the team to quickly respond to operational issues, evaluate system performance, and implement improvements with minimal disruption to ongoing City operations.

Services provided under this on-call contract include:

- Development and implementation of Leading Pedestrian Intervals (LPI)
- Evaluation and implementation for All-Way Pedestrian Phase
- Battery Backup System (BBS) integration and operational analysis
- Preparation of PS&E packages for BBS deployment
- Traffic signal timing updates and optimization
- Analysis of Right Turn on Red restrictions and pedestrian safety treatments
- Transit Signal Priority (TSP) evaluation and implementation support
- Traffic signal controller upgrades and cabinet improvements
- ATMS Transparity system support and signal monitoring
- Communication system troubleshooting and network diagnostics
- Intersection safety analysis and operational improvements
- Field investigations and signal operations troubleshooting

Through this ongoing partnership, Iteris has helped the city advance its goals of improving multimodal safety, enhancing traffic signal performance, and maintaining reliable transportation system operations.

#2 Cypress On-Call City Traffic Engineer/Traffic Signal and Varies Engineering Services

Duration: 7/14/20 – Ongoing

Daniel Co,
PE. City Engineer
DCo@cypressca.org, (714) 229-6756
City of Cypress
5275 Orange Ave.
Cypress, CA 90630

Iteris serves as the City Traffic Engineer for the City of Cypress, providing comprehensive traffic engineering and transportation engineering services on an on-call basis. Under this role, Iteris supports the City with traffic operations, capital improvement design, communications infrastructure, and traffic signal system management.

Iteris works closely with City staff to evaluate traffic conditions, prepare engineering designs, and oversee implementation of signal system improvements. The team provides both planning and design services as well as operational support to ensure that the City's signal network continues to function efficiently and reliably.

As part of this engagement, Iteris has supported numerous projects involving signal controller upgrades, communications network improvements, and deployment of advanced transportation technologies. The team has also assisted the City with construction inspection services, field verification, and troubleshooting of signal communications and detection systems.

Services provided under this contract include:

- Intersection operational analysis and traffic studies
- Development review and traffic engineering support
- Field investigations and troubleshooting of signal system issues
- Traffic signal timing updates and corridor optimization across the City
- Traffic signal controller upgrades and modernization
- Preparation of PS&E packages for traffic signal and ITS improvements
- Variable Message Sign (VMS) design and ATMS system integration
- Communications system troubleshooting and diagnostics
- Wireless radio network design and implementation
- Traffic signal and communications construction inspection services

- CCTV and detection system evaluation and deployment

Iteris' role as City Traffic Engineer allows the City of Cypress to maintain reliable traffic signal operations while advancing infrastructure upgrades and implementing modern traffic management technologies.

#3 City of Long Beach On-Call

Duration: 10/21/2021 – Ongoing

Saed Roudsari,
P.E. Senior Traffic Engineer
Saed.Roudsari@longbeach.gov, (562) 570-6741
Long Beach City Hall
411 W. Ocean Blvd, 5th Floor
Long Beach, CA 90802

Supporting the City of Long Beach through this on-call contract has involved a diverse range of traffic engineering, intelligent transportation systems, and transportation related assignments. The work covers operational needs, technical studies, system troubleshooting, engineering design, and targeted infrastructure support, allowing the City to draw on experienced technical assistance as individual needs arise across its transportation network.

Assignments completed under this engagement have included support for traffic signal communication issues, Traffic Management Center (TMC) design, implementation, equipment and facility needs, ITS design development, corridor level traffic analysis, and environmental review assistance. This work has required close coordination with City staff, review of existing field conditions, engineering evaluation of system needs, and preparation of practical recommendations to support both near-term operational improvements and longer-term project development.

Experience gained through these assignments has built strong familiarity with the City's transportation system priorities, communications infrastructure, and operational challenges. This experience has allowed timely responses to a broad range of as needed requests while supporting the City's goals related to mobility, safety, reliability, and implementation of transportation improvements.

Services provided under this contract include:

- Traffic and communication troubleshooting along Ocean Boulevard
- Traffic Management Center (TMC) design and upgrade support
- Mid-City ITS engineering design services
- Comprehensive traffic study support for the 2nd Street Corridor
- On call traffic analysis and environmental services
- Inspection and repair services for the TMC video wall

REFERENCES

The following project references highlight our team's experience delivering similar on-call services for public agencies. These references demonstrate our ability to successfully manage, coordinate and implement projects comparable in scope and complexity.

NAME AND TITLE	Richard Garland, Principal Traffic Engineer
EMAIL ADDRESS AND PHONE NUMBER	rgarland@weho.org , (323) 848-6457
ADDRESS	City of West Hollywood 8300 Santa Monica Boulevard West Hollywood, CA 90069

NAME AND TITLE	Daniel Co, PE. City Engineer
EMAIL ADDRESS AND PHONE NUMBER	DCo@cypressca.org, (714) 229-6756
ADDRESS	City of Cypress 5275 Orange Ave. Cypress, CA 90630

NAME AND TITLE	Saed Roudsari, P.E. Senior Traffic Engineer
EMAIL ADDRESS AND PHONE NUMBER	Saed.Roudsari@longbeach.gov, (562) 570-6741
ADDRESS	Long Beach City Hall 411 W. Ocean Blvd, 5th Floor Long Beach, CA 90802

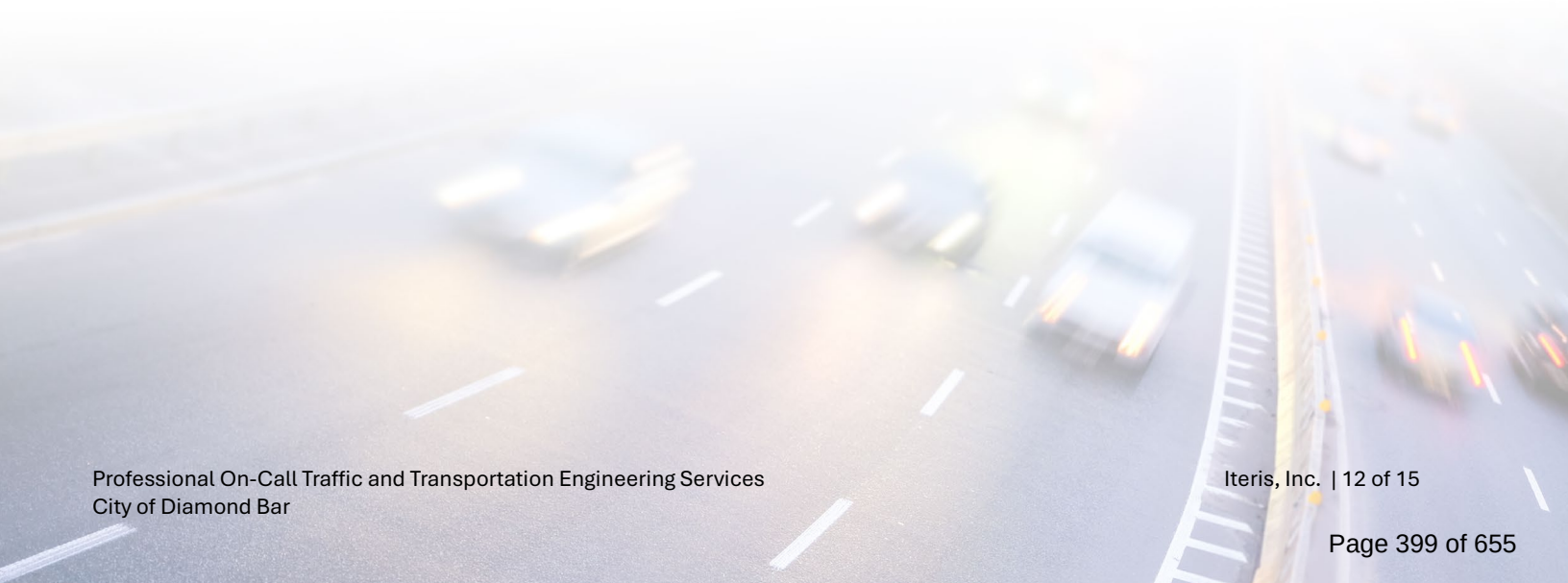
TERMS AND CONDITIONS

Iteris accepts all terms and conditions with the consulting services agreement.

STATEMENT OF AVAILABILITY

Iteris maintains a robust team of qualified and experienced professionals to ensure consistent and reliable delivery of all required services. Our staffing approach provides the capacity and flexibility needed to meet all contractual requirements efficiently while maintaining the highest standards of quality and responsiveness.

We have carefully selected a specific team to support the City of Diamond Bar for this exciting on-call contract. The proposed key personnel will be available to the extent necessary for the duration of the on-call project.



iteris
ALMAVIVA GROUP

949.270.9400
iteris.com

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705

FEE PROPOSAL

March 17, 2026

Christian Malpica
Associate Engineer/Project Manager
City of Diamond Bar - Department of Public Works
21810 Copley Drive
Diamond Bar, CA 91765

11477-141.26

RE: Fee Proposal for Professional On-Call Traffic and Transportation Engineering Services

Dear Christian Malpica,

Iteris, Inc. (Iteris) is submitting this Fee Proposal in response to Request for Proposals for Professional On-Call Traffic and Transportation Engineering Services. **Table 1** (page 2) summarizes the total fee estimate for the project, which includes proposed staff billing rates (fully burdened), staff hours per task, and direct costs for data collection and travel.

Iteris proposes **Mr. Omid Modaghegh, IMSA, MCSE** as **Project Manager** for this project. He will be the principal contact with the City of Diamond Bar. Mr. Modaghegh will oversee work from project inception to completion and will also be responsible for coordinating staff activities and meetings.

Iteris acknowledges receipt of Addendum #1 released March 13, 2026.

Thank you for the opportunity to submit our fee proposal. Iteris looks forward to assisting the City of Diamond Bar with this important on-call contract. Please contact me at (949) 270-9633 or bkl@iteris.com, or the designated Project Manager (PM), Mr. Omid Modaghegh, at (949) 270-9632 or oxm@iteris.com, should you have any questions.

Sincerely,
Iteris, Inc.

Bernard K. Li, EE, TE, PTOE is authorized to bind Iteris, Inc.

Bernard K. Li, EE, TE, PTOE
Vice President
Mobility Consulting Services, West

Table 1 – Hourly Bill Rates provides detailed rates by task for all team members that will be assigned to this project.

Table 1 – Hourly Bill Rates

STAFF CLASSIFICATION	Min Billing Rate	Max Billing Rate
Support Staff I	$111	$142
Support Staff II	$181	$270
Assistant Engineer/Planner	$120	$145
Associate Engineer/Planner	$139	$189
Engineer/Planner	$147	$233
Senior Engineer/Planner I	$201	$254
Senior Engineer/Planner II	$239	$280
Lead Engineer/Senior Manager	$248	$323
Associate Vice President/Principal/Director	$258	$382
Vice President/Chief Scientist	$365	$464

Standard Terms and Conditions

- Rates above are effective through 6/30/2029 (covering the initial 3 year contract term)
- Task Orders will utilize individual staff rates at time of Letter Proposal submission, NTE Max Billing Rates.

Default Standard Terms and Conditions

- Subconsultant, Subcontractor and Equipment expenses to be billed at negotiated cost plus markup.
- Other direct expenses to be billed at cost, unless otherwise negotiated.
- Mileage rates will be based upon current IRS standard rates.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of **June 16, 2026** by and between the City of Diamond Bar, a municipal corporation ("City") and **ADVANTEC Consulting Engineers, Inc.**, a California corporation ("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 Traffic and Transportation Engineering 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.

Christian Malpica, Associate Engineer (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 **July 1, 2026**, and shall continue until **June 30, 2029** unless earlier terminated pursuant to the provisions herein.

The City shall have the option to extend this Agreement for **one (1) additional two (2) year term**, 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:

Consultant’s rates shall be fixed during the initial Term of this Agreement. Rate increases in compensation will be only considered in the event the City exercises its option to extend the Agreement and apply as of July 1, 2029. Any rate increase 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 Thousand Dollars ($100,000) per Fiscal Year 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. 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. Payment will be made only after submission of proper invoices.

D. City will pay Consultant the amount property invoiced within 35 days of receipt.

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.

To the maximum extent permitted by Civil Code section2782.8, 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) To the fullest extent permitted by law, the Consultant agrees to indemnify and hold indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property caused by the negligent professional act or omission in the performance of professional services pursuant to 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;

(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; and

(5) Professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a combined single limit of $1,000,000. If such insurance is on a claims made basis, Consultant agrees to keep such insurance in full force and effect for at least five years after termination or date of completion of this Agreement.

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 thirty (30) 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 thirtieth (30th) 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. Time of Completion. Consultant agrees to commence the work provided for in this Agreement within (5) days of being notified by the City to proceed and to diligently prosecute completion of the work during the term.

19. Time Is of the Essence. Time is of the essence in this Agreement. Consultant shall do all things necessary and incidental to the prosecution of Consultant's work.

20. Delays and Extensions of Time. Consultant's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay,

Consultant must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Consultant's control. If Consultant believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Consultant be entitled to any claim for lost profits due to any delay, whether caused by the City or due to some other cause.

21. 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.

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

23. 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.

24. Reserved.

25. Mediation. Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual good faith efforts to resolve the same any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

26. 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"
ADVANTEC Consulting Engineers, Inc. 21700 Copley Dr., Suite 300 Diamond Bar, CA 91765 Attn.: Keith Rand. PE, TE Phone: (909) 568-1538 cell E-mail: keithrand@advantec-usa.com	City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765-4178 Attn.: Daniel Fox, City Manager Phone: (909) 839-7010 E-mail: dfox@diamondbarca.gov

27. 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.

28. 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.

29. 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"
	CITY OF DIAMOND BAR
By: Keith Rand, PE, TE (Digitally signed by Keith Rand, PE, TE; Reason: I have reviewed this document; Contact Info: 909-568-1538; Date: 2026.06.02 21:56:14-07'00')	By: _____
Printed Name: Keith Rand. PE, TE	Dan Fox, City Manager
Title: Principal	
By: _____	ATTEST:
Printed Name: _____	
Title: _____	_____
	Kristina Santana, City Clerk

Approved as to form:

By: _____
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.*

March 17, 2026

City of Diamond Bar
Department of Public Works
21810 Copley Drive
Diamond Bar, California 91765

ATTN: Christian Malpica, Associate Engineer/Project Manager

SUBJECT: City of Diamond Bar – Professional On-Call Traffic & Transportation Engineering Services RFP February 2026

Dear Mr. Malpica,

ADVANTEC Consulting Engineers Inc. (ADVANTEC), a certified DBE and SBE firm headquartered in Diamond Bar, is proud to propose for the City's **On-Call Professional Engineering Services** contract. With over **28 years of experience serving Southern California** cities, we combine **local accessibility, technical depth, and proven performance** to deliver responsive, cost-effective mobility solutions.

Your Primary Contact:
Mr. Keith Rand, PE, TE
Project Director
keithrand@advantec-usa.com
Phone No.: 909-860-6222
Mobile No.: 909-568-1538
Firm Legal Name: ADVANTEC Consulting Engineers, Inc.
Office Address: 21700 Copley Dr, Ste 300, Diamond Bar, CA 91765

Our team of more than **40 engineers and planners** provides expertise in **traffic engineering, ITS, transportation planning, and civil design.** Having supported the City of Diamond Bar for over **20 years**, we understand the City's operations, standards, and community vision.

Led by **Keith Rand, PE, and Armando Solis, PE**, ADVANTEC's team of task leaders offers over **300 years of combined experience,** ensuring every assignment meets the City's quality, schedule, and budget expectations.

With more than 28 years of experience serving cities and agencies across Southern California—including a successful 20-year partnership with the City of Diamond Bar—ADVANTEC has built a reputation for technical excellence, reliability, and client-focused collaboration. **Located in the office building adjacent to Diamond Bar City Hall, we have successfully delivered similar services to Diamond Bar in past on-call contracts and to over 150 cities in Southern California.** Our proximity to City Hall enables us to be highly responsive, while our consistent delivery of high-quality work across over 150 regional jurisdictions demonstrates a proven capacity to handle projects of any scale or complexity.

Our recent **on-call experience** with cities such as **Chino Hills, Claremont, Glendale, Culver City, Upland, Placentia, Anaheim, Irvine, Huntington Beach, Newport Beach, Mission Viejo, County of Los Angeles, County of Riverside, as well as agencies including LACMTA (Metro), SGVCOG, RCTD, CVAG, and Caltrans Districts** across Southern California, underscores our capability to support a diverse range of needs—from **traffic engineering studies, PS&E and plan checking, and construction support to advanced traffic management systems such as TransSuite and SCOOT**.

Our proposed **key staff** are deeply familiar with Diamond Bar's technical environment, institutional processes, and service expectations. The ADVANTEC team is structured to provide **seamless project delivery and quality assurance**—from planning and analysis through construction and ongoing operations—ensuring **accountability, efficiency, and top-tier results**.

Selecting ADVANTEC means partnering with a **trusted local firm** committed to **innovation, efficiency, and the continued enhancement** of Diamond Bar's transportation network.

As Principal, I am fully authorized to negotiate and execute this agreement on behalf of ADVANTEC. I certify that the information contained in this proposal is true and complete, and we gladly accept the terms of the City's Professional Services Agreement.

We look forward to continuing our partnership with the City of Diamond Bar and contributing to its ongoing success in delivering safe, efficient, and innovative mobility solutions. Please feel free to contact me at keithrand@advantec-usa.com or (909) 568-1538 with any questions or additional information requests.

Sincerely,

ADVANTEC Consulting Engineers, Inc.

Keith Rand, PE, TE, Principal and Project Director

1. FIRM BACKGROUND

1.1 Firm Profile

ADVANTEC Consulting Engineers, Inc. (ADVANTEC) **is a California-based leader in transportation innovation,** delivering forward-looking engineering and mobility solutions for over 28 years. ADVANTEC combines the agility of a specialized firm with the depth and reliability of a large consultant—offering unmatched responsiveness, technical expertise, and long-term client partnerships. Our team of more than **40 professionals**, including licensed Civil, Traffic, and Electrical Engineers, brings expertise spanning **Traffic Engineering and Operations, Transportation Planning, Civil and Public Works Design, Intelligent Transportation Systems (ITS), Signal Timing and Coordination, Active Transportation, and Construction Management.** We are known for our **integrated approach,** uniting engineering, technology, and data analytics to create **SMART, efficient, and sustainable mobility networks** tailored to each community's unique needs**.**

ADVANTEC has earned the trust of **more than 150 public agencies across Southern California** through our hands-on collaboration, transparent communication, and proven project delivery**.** Our **strategic location next to Diamond Bar City Hall** exemplifies our commitment to accessibility and partnership—allowing us to provide the City and other clients with fast, local, and reliable support. Built on a foundation of innovation, integrity, and excellence, ADVANTEC continues to redefine what it means to deliver **high-performance, people-centered transportation engineering** in an evolving mobility landscape.

ADVANTEC Firm Profile	
Legal Name:	ADVANTEC Consulting Engineers, Inc.
Type of Entity:	California Corporation
Year Founded:	1998 (28 Years in Business)
Offices Irvine & DB	12700 Copley Dr, St300, DB, CA 91765 1200 Roosevelt, Irvine, CA 92620
Employees:	47
Primary Contact	**Keith Rand, PE, TE, Project Director** keithrand@advantec-usa.com **Cell: 909-568-1538** Office: 909-860-6222 Office Fax: 949.502-5522
Federal Emp ID	**95-4687341**
DIR No.	**1000011301**
Insurance Coverage:	General Liability: $2M; Professional Liability: $4M (E&O)

1.2 Relevant Experience and Technical Capabilities

ADVANTEC has successfully delivered **on-call traffic and transportation engineering services for more than 150 public agencies across Southern California** over our 28-year history. Our consistent record of performance demonstrates our ability to respond quickly, adapt to community needs, and provide practical, innovation-driven solutions that exceed expectations. Our comprehensive services directly align with the City's RFP Scope of Work, ensuring seamless support across every facet of traffic and transportation engineering:

A. Traffic Engineering / Studies - We apply **data-driven analysis and visual analytics** to deliver clear, defensible results for decision-makers. Services include before-and-after travel demand studies, intersection and corridor LOS evaluations, speed/engineering surveys, school-area safety analyses, VMT screening and mitigation under CEQA, traffic signal warrant reviews, and community-oriented outreach—each designed to enhance safety and mobility.

B. Design / PS&E / Plan Checking - Our multidisciplinary team delivers **efficient, constructible, and compliant designs** for traffic signals, signing and striping, roadway improvements, and stage construction/traffic handling plans. We offer rapid plan-checking services—typically within **7-10 working days**—and coordinate proactively with City staff to streamline permitting, encroachment, and development review processes.

C. Construction Support - ADVANTEC ensures **project continuity from design through delivery** with comprehensive construction administration, field inspection, change-order evaluation, and record drawing preparation. Our approach minimizes delays, ensures quality, and maintains accountability through every phase.

D. Transportation Planning / Coordination - We provide **strategic planning insight** that bridges long-range mobility goals and near-term operational needs. Services include circulation and parking studies, bicycle and pedestrian network planning, trail development, signal system master planning, and coordination with Caltrans, SCAG, and other regional partners for Congestion Management Program compliance, SR-57/60 corridor improvements, transit integration, and CIP traffic elements.

E. Traffic Management Systems / Signal Operations - ADVANTEC is recognized as a **regional leader in traffic signal operations and ITS integration**. We deliver end-to-end system optimization—from synchronization and fine-tuning to before-and-after operations analysis, TransSuite/SCOOT system support, equipment configuration, detection calibration, and 24/7 emergency response. We also design and enhance TMC facilities and deploy technologies such as dynamic message signs and video detection to improve real-time network performance.

F. Meetings / Other Professional Services - Our team actively supports **City Council, Traffic Commission, and community presentations**, providing technical expertise in a clear and accessible manner. We also offer grant funding assistance, public outreach engagement, and additional related services, ensuring the City maximizes opportunities for funding, stakeholder alignment, and project success.

2. DESCRIPTION OF CONSULTANT TEAM

ADVANTEC offers the **breadth of expertise and specialized knowledge** required to successfully support the City of Diamond Bar through this on-call contract. Our team of highly qualified professionals **brings over 300 years of combined experience** providing on-call professional engineering services to public agencies throughout Southern California. For more than two decades, we have helped clients achieve their mobility and infrastructure goals through **responsive service, proactive project management, and consistently high technical standards**. Our proven team—experienced in every discipline outlined in the RFP—ensures the City receives **seamless coordination, efficient project delivery, and innovative, cost-effective solutions** tailored to local needs.

2.1 Project Leadership and Team Structure

ADVANTEC recognizes that **delivering high-quality, responsive services** for traffic, transportation, and public works projects begins with strong leadership and a technically proficient team. Under this contract, **Mr. Armando Solis, PE**, will serve as **Project Manager**, bringing over **26 years of hands-on traffic engineering experience** supporting more than 40 Southern California cities with innovative, data-driven mobility solutions. Mr. Solis combines technical depth with exceptional management and communication skills, ensuring seamless coordination, rigorous quality control, and on-time delivery for all work assignments. He will be supported by a robust team of California-registered Civil, Electrical, and Traffic Engineers—each bringing specialized expertise to the City's on-call needs.
David Madera, PE, TE; John Dorado, PE, TE; George Dore, PE, TE; Ryan Miller; Elizabeth Diaz; Jose Guedes, TE; and Delfino Esquer will serve as **Task Leaders**, collectively contributing more than **180 years of experience** in traffic and transportation engineering, ITS design, plan checking, and project management for similar on-call contracts.

Together, this seasoned team offers **unparalleled technical expertise and local familiarity**, ensuring the City of Diamond Bar benefits from both strategic insight and day-to-day responsiveness. Supported by more than a dozen qualified staff—all based locally in Diamond Bar—ADVANTEC is uniquely positioned to provide **efficient service, rapid response, and continuous support throughout the City's on-call assignments.**

Figure 3.1 illustrates the proposed organizational structure of our project team. The following table highlights our Task Leaders' recent accomplishments and current availability.

Figure 3.1 – Organization Chart



KEITH RAND, PE, TE



Project Director
Availability: 75%

Mr. Keith Rand serves as Principal of ADVANTEC's Diamond Bar office, providing executive oversight and quality assurance for all on-call engineering assignments. With over 30 years of focused experience in **traffic and transportation engineering, ITS planning and design, and traffic signal systems**, Keith offers deep technical knowledge and strategic leadership across all project phases—from planning and design through construction and operations.

Relevant Project Experience

- On-Call Traffic Engr Services, RCTD, CA
- On-Call Traffic Engr and Traffic Plan Check Services, Anaheim, CA
- On-Call Traffic Engr Services, Upland, CA
- On-Call Bridge & Civil Engr & Other Design & Support, City of Los Angeles, CA
- On-Call Prof Engr Services, Diamond Bar, CA
- LACDPW On-Call Traffic Design Services, Task Order, Las Tunas Road TSSP, LA County, CA
- LACDPW On-Call Traffic Design Services, Task Order. Las Avlon Blvd TSSP, LA County, CA

Years of Experience: 30 **Years with Firm:** 7
Registrations: CA PE C60090,CA TR2103I

Education: BS Civil Engr, San Diego State, 1992,
Professional Affiliations: ITE, OCTEC

ARMANDO SOLIS, PE



Project Manger
Availability: 75%

Mr. Armando Solis is a Registered Civil Engineer with more than 26 years of specialized experience in traffic engineering, traffic operations, and intelligent transportation systems. He has successfully managed and delivered numerous design projects for local agencies across Southern California, including the Cities of **Anaheim, Corona, Yorba Linda, Carson, and Caltrans**. Armando's expertise spans **roadway safety, pavement delineation, signing, traffic signal timing and coordination, ramp metering, lighting, ITS design, fiber-optic communication systems, traffic control, and construction staging**. Recognized for his **hands-on leadership and client-focused approach**, Armando ensures that each assignment advances the agency's goals while maintaining high standards of safety, quality, and efficiency..

Relevant Project Experience

- On-Call Traffic Engr Services, Anaheim, CA
- On-Call Transp. Engr, LACDPW
- On-Call Traffic Engr. Services, Corona, CA
- On-Call Traffic Engr. Services, Upland, CA
- Traffic Signal Design Services, Carson, CA
- Traffic Signal Design, Duarte, CA
- Traffic Signals Impr. Study, Duarte, CA
- On-Call Prof Engr Services,Diamond Bar, CA
- LACDPW On-Call Traffic Design Services, TO: Las Tunas Road TSSP, LA County, CA
- Caltrans D12: I-405 Multi-Asset Management Project, Orange, CA
- On-Call Bridge & Civil Engr & Other Design & Support, Valley Blvd, City of Los Angeles, CA
- 2nd Street Bridge over Marine Stadium Rehab., Long Beach, CA

Years of Experience: 26 **Years with Firm:** 3
Registration: CA PE C72012

Education: BS, Civil Engr, Cal State Fullerton, 1999
Professional Affiliations: ITE, OCTEC

JOSE GUEDES, TE



Traffic Management Systems/ Signal Operations Task Leader
Availability: 75%

Mr. José Guedes is a Traffic Engineer with more than 35 years of specialized experience in **traffic operations, and signal coordination** across Southern California. He brings a strong background in **Traffic Management Center (TMC) operations**, having managed the City of Irvine's TMC for over 15 years and led numerous citywide and regional synchronization programs. Since 2010, José has **delivered 15 regional signal synchronization projects for SBCTA, OCTA, and multiple local agencies,** demonstrating a deep understanding of traffic operations, agency coordination, and system optimization. Additionally, José has managed **on-call signal operations and traffic engineering services for the Cities of Chino Hills since 2010 and has worked with DB on-call tasks from 2010-2018.** His recent accomplishments include implementing the **Adaptive Traffic Signal System for the City of Culver City** and leading the **Adaptive/Traffic-Responsive System Upgrade for the City of Alhambra**.

Relevant Project Experience

- Adaptive Traffic Signal System Design and Implementation for City of Culver City
- Adaptive Traffic System, Culver City
- Adaptive/Traffic Responsive Upgrade, Alhambra
- CV Sync Program Phase I Traffic Signal Synchronization, CVAG
- Citywide Signal Assessment & Master Plan, Upland
- Citywide Traffic & Mobility Study, Glendale, CA
- On-Call Traffic Signal Operations, Chino Hills
- On-Call Traffic Engr Services, Irvine
- On-Call Traffic Engr Services, Glendale

	Years of Experience: 36 **Years with Firm:** 16 **Registration:** Professional Traffic Engineer, CA, TR1861 **Professional Affiliations:** Institute of Transportation Engineers (ITE)	**Education:** M.S, Transportation Engr, UC Irvine, 1990 B. S., Civil Engr, Universidade de Sao Paulo, Brazil, 1986
DAVID MADERA, PE, TE  ***Design/PS&E/Plan Checking Task Leader*** Availability: 75%	Mr. David Madera is a Registered Civil and Traffic Engineer with more than 25 years of broad experience in **traffic and transportation engineering, ITS planning and design**. His technical background includes **traffic signal and communication system design, transit signal operations, signing and striping, lighting design, stage construction and traffic control,** and transportation management planning for city, county, and Caltrans facilities. David has led numerous on-call projects including PS&E and traffic control plans (TCP) plan checking, including most recently the City of Anaheim TCP Plan checking	
	Relevant Project Experience.	
	▪ On-call Traffic Control Plan Checking, Anaheim ▪ On-Call Traffic Engr PS&E Avalon, LACDPW ▪ On-Call Traffic Engr, Los Angeles	▪ On-Call Traffic Engr Services, Corona, CA ▪ On-Call Traffic Engr Services, Menifee, CA ▪ On-Call As-Needed Engr Design Services, San Gabriel Valley COG
	Years of Experience: 25 **Years with Firm:** 3 **Registration:** 2006, Professional Traffic Engineer, CA, TR2354 2007, Professional Civil Engineer, CA, C71391	**Education:** BS, Civil Engr, Cal Poly Pomona, 1999 **Professional Affiliations:** RSBITE President (2026); RSBITE Board (2024-Present); Orange County Traffic Engr Council
JOHN A. DORADO, PE  ***ITS and TransSuite/SCOOT Task Leader*** Availability: 75%	Mr. John Dorado is a Senior Project Manager with over 26 years of experience in the field of Intelligent Transportation Systems (ITS) engineering, traffic signal systems, and traffic safety. He worked for Transcore previously and is **very familiar with TransSuite as well as SCOOT**. He has also provided on-call Traffic Engineering services to many cities as shown below.	
	Relevant Project Experience	
	▪ TransSuite and SCOOT Operations ▪ On-Call Traffic Engr Services, Huntington Beach, CA ▪ On-Call Traffic Engr Services, Newport Beach, CA ▪ Orange On-Call Traffic Engr Services, Orange, CA	▪ On-Call Traffic Engr Services, Ontario, CA ▪ On-Call Traffic & Transportation Engr Services, Claremont, CA ▪ On-Call Traffic Engr Services, Anaheim, CA ▪ On-Call Traffic Engr Services, Mission Viejo, CA
	Years of Experience: 26 **Years with Firm:** 10 **Registration:** Professional Civil Engr, CA, 74405 IMSA Certified Traffic Signal Field Technician Level II, No. BE_106965 IMSA Certified Traffic Signal Technician Level I, No. AA_106965	IMSA Certified Work Zone Temporary Traffic Control Technician, No. ZZ_106965 **Education: BSCE** Cal State Fullerton, 1999, **Professional Affiliations:** Institute of Transportation Engineers (ITE) Orange County Traffic Engr Council (OCTEC) International Municipal Signal Association (IMSA)
GEORGE DORE, PE, TE 	Mr. George Dore brings 43 years of experience in transportation planning and engineering. He is currently providing **staff augmentation at City of Upland** 2 days a week to provide **Traffic Engineering Studies and other engineering support**. His technical expertise covers a wide range of traffic engineering and roadway infrastructure planning, safety and design.	
	Relevant Project Experience	
	▪ On-Call Traffic Engr Services, Upland, CA ▪ On-Call Traffic Engr Services, RCTD, CA ▪ City of Rosemead, Rosemead Blvd at I-10 WB Ramps Termini (PA/ED & PS&E) ▪ Traffic Signal Design, Duarte, CA	▪ OC SAN Western Region Sewer Rehabilitation, Orange County, CA ▪ Morena Pure Water Project, San Diego, CA ▪ Traffic Signals Improvements Study, Duarte, CA ▪ University Ave Bike Lane Project, San Diego, CA
	Years of Experience: 43 **Years with Firm:** 3 **Registrations**	**Education:** MS, Civil Engr, Georgia Tech, 1976 BS, Civil Engr, Louisiana Tech University

Transportation Planning Task Leader Availability: 75%	Professional Civil Engineer, CA, C46585 Professional Traffic Engineer, CA, T 2126	**Professional Affiliations:** ASCE, ITE, OCTEC

RYAN MILLER



Traffic Signal Operations
Availability: 75%

Ryan Miller is a project engineer with extensive experience in traffic signal synchronization and operations, and traffic modeling. Ryan has 14 years of experience and has worked on multiple traffic signal synchronization projects He is **an expert in the use of Synchro, SimTraffic and Tru-Traffic software, and he has assisted with the implementation of Adaptive Signal Systems in Culver City and Traffic Signal Operational Improvements in Glendale**.

Relevant Project Experience

▪ OCTA, Garden Grove Blvd Regional TSSP, Garden Grove, CA ▪ Fairview Corridor TSSP, Costa Mesa, CA ▪ Adaptive Traffic Signal System Design & Implementation, Culver City	▪ City of Glendale, Citywide Traffic & Mobility Study ▪ Irvine Blvd Regional TSSP, Irvine, CA ▪ Seal Beach, Seal Beach Blvd TMC & ITS Impr. ▪ City of Alhambra, Adaptive Traffic/Traffic Responsive Control
Years of Experience: 14 **Years with Firm:** 12 **Registrations:** EIT #138331 IMSA Certified Work Zone TCT No. ZZ_129800	**Education:** B.S., Civil Engr, Cal Poly Pomona, 2009 **Professional Affiliations:** ITE, OCTEC

ELIZABETH DIAZ



Traffic Engineering PS&E & Construction Support
Availability: 75%

Mrs. Elizabeth Diaz is a Senior Engineer with over 25 years of experience in **roadway design, street lighting, traffic signals, traffic control, and signing and striping PS&E**. She has excellent familiarity and working knowledge of the City of Los Angeles, Los Angeles County, Port of Los Angeles, and Caltrans standards and requirements. She is also proficient with several engineering and design software such as AutoCAD, Civil 3D, MicroStation, InRoads and SignCAD.

Relevant Project Experience

▪ On-Call Caltrans District 9, Bridgeport CA ▪ 2nd Street Bridge over Marine Stadium Rehab., Long Beach, CA ▪ N. First Ave Over Mojave River and Mojave River Overflow Bridges, Barstow, CA ▪ PA/ED & PS&E of Rosemead Boulevard at I-10, Rosemead, CA	▪ University Avenue Bike Lane Project, San Diego, CA ▪ RCTC/Caltrans, SR-91 Corridor Improvement Project Design/Build ▪ SR-47 Schuyler Heim Bridge, Long Beach and Los Angeles, CA
Years of Experience: 25 **Years with Firm:** 1 **Education:** Cal State LA – 2018, BS Civil Engr	**Professional Affiliations:** Institute of Transportation Engineers (ITE) American Society of Civil Engineers (ASCE) Women in Transportation, Los Angeles Orange County Traffic Engr Council

KRIS CAMPOS



Availability: 80%

Mr. Campos specializes in traffic data collection projects for Counts Unlimited including pTurning Movement Traffic Counts, Pedestrian/Bicycle Counts, Mainline freeway Counts, origin-destination studies, travel time studies, license plate studies, and parking surveys.

Relevant Project Experience

▪ City of Irvine Annual Count Program / On-Call Services, Irvine, CA ▪ City of South Pasadena Turning Movement Counts, South Pasadena, CA ▪ City of Glendale Citywide Traffic and Mobility Study, Glendale, CA	▪ CVAG CV Sync Phase I, Coachella Valley, CA ▪ City of Corona – Annual Count Program/On-Call Services, Corona, CA ▪ City of Riverside On-Call Traffic Data Collection, Riverside, CA ▪ City of Ontario On-Call Traffic Data Collection Services, Ontario, CA
Years of Experience: 26 **Years with Firm:** 26 **Professional Affiliations:** ITE Member	**Education:** B.A., Business Administration/Finance, Cal State Fullerton, 2007

2.2 Project Approach and Team Strengths

ADVANTEC understands that rapid mobilization of qualified staff is essential to executing task orders efficiently under the City of Diamond Bar's On-Call Traffic and Transportation Engineering Services contract. Our approach blends **responsive management, streamlined communication, and rigorous quality control** to ensure every assignment is delivered on time, within budget, and to the City's complete satisfaction.

As a trusted partner to the City, the ADVANTEC team brings the **capacity, experience, and local presence** necessary to meet—and exceed—the City's expectations. Our proposed team is structured around the following strengths, aligned with the RFP's Scope of Work categories:

- **Local Presence for Responsive Services –** Our **Diamond Bar office—located adjacent to City Hall**—enables immediate coordination and rapid response to task orders. We can provide on-site support for meetings, design reviews, field evaluations, and operational needs within minutes, ensuring seamless collaboration with City staff.
- **Proven Strategies for On-Call Delivery –** ADVANTEC's **as-needed service model** relies on proactive communication and a disciplined QA/QC process. Our Project Manager responds to all City inquiries within **24 hours** and coordinates deliverables efficiently, reducing turnaround time and minimizing City review efforts.
- **Visionary, Multi-Modal, and Sustainable Planning –** We apply a **Complete Streets and SMART Mobility framework** to every assignment, balancing the needs of motorists, bicyclists, pedestrians, and transit users. Our approach integrates sustainability, safety, and equity—supported by VMT analysis, multimodal design, and coordinated transportation planning that align with the City's long-term vision.
- **Record of Successful Traffic and Infrastructure Projects –** ADVANTEC has delivered hundreds of projects addressing **roadway improvements, signal improvements, construction staging, ITS integration, and adaptive signal systems**—consistently meeting schedules, budgets, and stakeholder expectations. Our experience ensures efficient project execution from concept through implementation.
- **Strong Leadership and Hands-On Expertise –** Led by an experienced Project Director and Project Manager, our leadership team—supported by highly experienced Task Leaders—brings over **300 years of combined experience** in civil, traffic, and municipal engineering. This depth allows us to anticipate challenges, provide informed recommendations, and maintain the highest technical and professional standards throughout each task order.

2.3 Subconsultant

Counts Unlimited, Inc. is a southern California-based firm specializing in traffic data collection services for 35 years. Our experienced full-time staff of 25 employees are extensively trained and tested to uphold the highest standards of accuracy, performance, and customer service. We understand the critical role accurate data plays in transportation planning and are committed to delivering reliable, high-quality results.

3. APPROACH AND METHODOLOGY

3.1 Project Understanding

ADVANTEC will deliver all services through written task orders on time-and-materials basis. Our **proven on-call delivery methodology** emphasizes rapid mobilization, clear communication, quality assurance, and efficient coordination—ensuring the City receives timely, high-quality results with minimal administrative effort required from staff, as we have demonstrated through the previous on-call contract with Diamond Bar from 2000-2018.

3.2 Overall Task Order Approach



ADVANTEC's approach to professional consulting services is built on decades of experience providing **On-Call Traffic and Transportation Engineering Services** to public agencies across Southern California. Drawing from this deep experience, we have refined a **streamlined and adaptive methodology** that integrates proven engineering principles with **innovative, data-driven thinking**. This balance of technical rigor and creativity enables us to consistently deliver **cost-effective, high-quality results—on schedule and within budget**.

Our on-call methodology emphasizes **clear communication, collaboration, and accountability** at every step. From task order authorization through final deliverable, the ADVANTEC team ensures that expectations, assumptions, and milestones are fully transparent to both the City and project stakeholders. The adjacent graphic illustrates our step-by-step process once a task order is issued, detailing how we manage assignments efficiently while maintaining flexibility to address project-specific needs.

A key element of our success is **continuous, proactive communication** with the City's Project Manager. From task inception through completion, we keep City staff informed of progress, design decisions, and potential issues to support **accurate, timely**

decision-making. Recognizing that each project presents unique site conditions, priorities, and challenges, ADVANTEC applies a **consistent yet adaptable framework** that allows us to tailor our technical approach—ensuring each assignment is handled with precision, responsiveness, and professional excellence, as summarized in the **proven five-step project approach** summarized below:

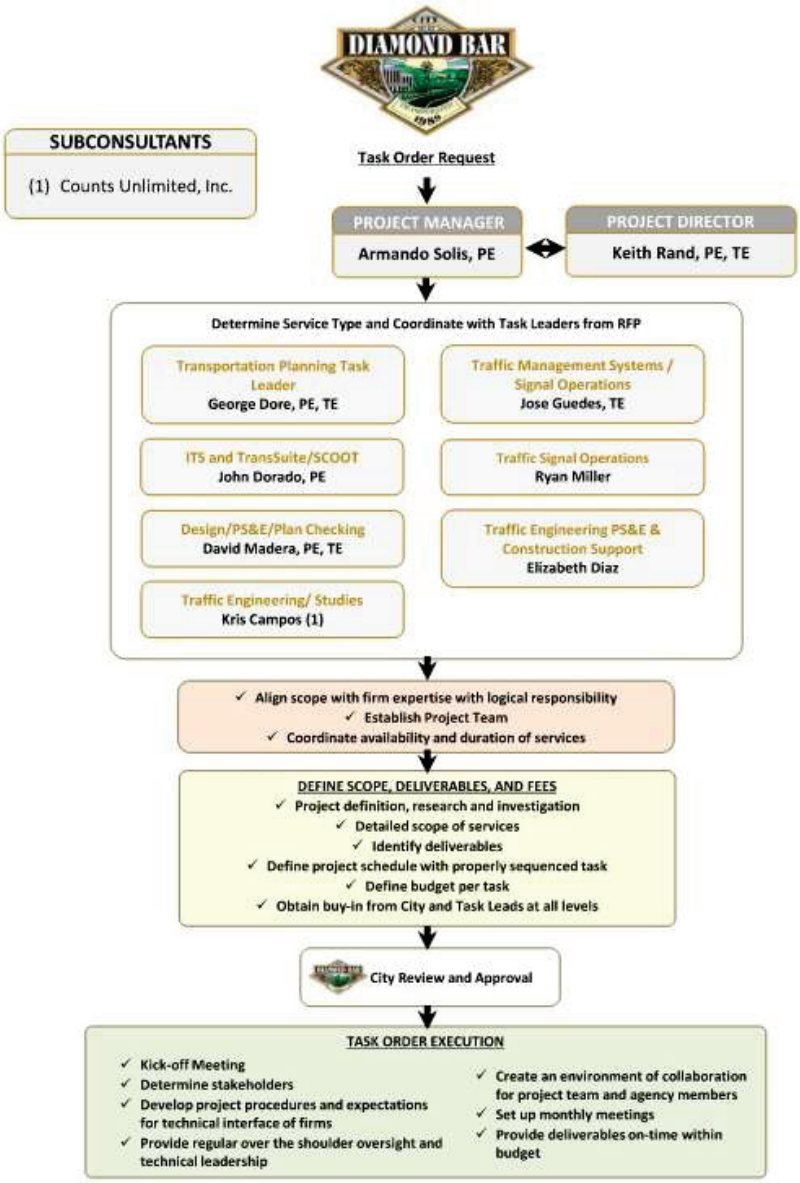
1) **Understand the City's Goals** – Each project begins with a clear understanding of the City's **objectives, priorities, and expectations**. Our Project Manager and Task Leaders meet with City of Diamond Bar staff to discuss key issues, budgets, schedules, and scope. This early alignment ensures clear direction, identifies critical-path items, and establishes a solid foundation for successful project delivery.

2) Prepare a Detailed Work Plan – ADVANTEC develops a **comprehensive work plan** defining all tasks, task relationships, schedules, and resource needs. We identify any specialized expertise required to maintain project momentum and create detailed budgets to keep performance on track. The City receives a full **Project Management Plan, QA/QC Plan, Resource Plan, and Project Schedule**, providing complete transparency and confidence in our management process.

3) Execute with Coordination and Oversight – Upon notice to proceed, ADVANTEC mobilizes resources efficiently, coordinating technical work and keeping all stakeholders informed. Our Project Manager continuously **monitors progress, schedule, and budget**, identifying potential challenges early. **Monthly in-person progress meetings** with City staff and key stakeholders maintain alignment, while our digital project management platform provides secure access to deliverables, milestone tracking, task lists, and communications—ensuring a **collaborative, transparent workflow**.

4) Deliver and Close Out – At project completion, Mr. Solis confirms that all final deliverables are submitted in the City's preferred digital and hard-copy formats. We expedite the delivery of final documentation and invoices to ensure smooth contract administration and closure. ADVANTEC's thorough **close-out process** reinforces accountability and leaves the City with complete, organized project records.

5) Expertise in Managing Concurrent Tasks – ADVANTEC has a **long-standing record of success providing on-call and as-needed services** to public agencies throughout Southern California—including the Cities of Diamond Bar, Chino Hills, Glendale, Culver City, Orange, Corona, Huntington Beach, Irvine, Mission Viejo, San Clemente, Anaheim, Newport Beach, Laguna Beach, Claremont, Pomona, Upland, Long Beach, and Lawndale, as well as the Counties of Riverside and Los Angeles and Caltrans. Our team's structure and workload management system allow us to handle **multiple concurrent task orders** efficiently. We balance staffing and deliverables weekly and can draw from our broad pool of cross-trained professionals to ensure **timely, high-quality performance on every assignment**.



3.3 Management Approach and Resource Coordination

ADVANTEC's management approach is built on decades of successful partnerships with public agencies across Southern California. Our **proven on-call delivery system** enables us to consistently complete assignments **on or ahead of schedule and within budget**. Each engagement begins with a collaborative understanding of the City's goals and is guided by detailed work planning, clear communication, and responsive oversight.

Our team structure allows us to **mobilize multi-disciplinary experts quickly**, drawing from ADVANTEC's in-house specialists and subconsulting partners to match the specific requirements of each task order. The accompanying organizational chart illustrates our

coordination structure and task order request process, clearly defining responsibilities between the City, Project Director, Project Manager, Task Leaders, and subconsultants.

Understanding the City's Objectives

Prior to initiating each assignment, our Project Director, Project Manager, and Task Leaders meet with City staff to understand project intent, success criteria, and constraints. We clarify key milestones, identify potential challenges, and assemble the most effective technical team based on the required disciplines. This early alignment ensures that **each project begins with shared expectations and a clear path to execution**.

Commitment to Provide Resources

ADVANTEC is fully committed to dedicating qualified key and support staff for the duration of this contract. Our senior management team meets weekly to review staffing levels, workloads, and project priorities—ensuring that all deliverables are submitted **on or before deadlines**. If additional capacity is needed, we draw upon our regional team of 40+ professionals to maintain momentum and uphold quality. This **flexible resource management** model enables ADVANTEC to respond rapidly to new or concurrent task orders without compromising quality or schedule.

Critical Path Method Scheduling

Our Project Manager maintains a **rolling four-week horizon schedule** to manage workflow and priorities. The schedule highlights critical path items, decision milestones, and interagency review periods, allowing the City to plan its staff review time efficiently. Any anticipated adjustments or delays are communicated immediately, maintaining full transparency and alignment throughout each task order.

Turnaround Efficiency

ADVANTEC is accustomed to the City's established review periods—**10 working days for initial submittals and 5 working days for resubmittals**. Within these timelines, we execute a structured review process:

- Verify document completeness.
- Circulate submittals to the appropriate reviewers.
- Annotate comments directly on plan markups and in a comment matrix.
- Consolidate and QA/QC all redlines before returning the review package.

When appropriate, **direct designer-reviewer coordination** is used to reconcile issues and eliminate unnecessary review cycles—often limiting the process to three checks or fewer. This practical, collaborative approach significantly reduces turnaround time and administrative burden on City staff.

Project Controls

ADVANTEC employs strong project control systems—integrating **schedule, budget, and quality management tools** to keep task orders on track and within scope.

Schedule Control

We use **Microsoft Project** to build clear, communicable schedules that align tasks, deadlines, and QA/QC review points. Each schedule:

- Identifies interdependent tasks and agency review windows.
- Provides flexibility for quick updates and staff coordination.
- Reflects staffing correlations firm-wide.

Critical path items and time-sensitive decisions are tracked proactively. The Project Manager promptly informs the City of any anticipated schedule deviations, allowing the City to allocate review resources efficiently and avoid downstream delays.

Budget Control

Each task order's **scope and work breakdown structure (WBS)** forms the basis of our budget, tracked in real time through **our internal cost-management system (AJERA)**. Budgets, expressed in hours and dollars, are continuously monitored by the Project Manager and Task Leaders. We apply **earned-value management principles**, comparing planned versus actual expenditures to identify variances early. This data is reviewed regularly with task leaders to develop corrective actions and maintain financial control.

A detailed **Monthly Progress Report** accompanies every task order, summarizing:

- Work completed and in progress.
- Schedule status and upcoming milestones.
- Budget performance and corrective measures (if needed).

Through these practices, ADVANTEC ensures **accountability, transparency, and proactive management** across all assignments—providing the City of Diamond Bar with confidence that every task order is delivered efficiently and effectively.

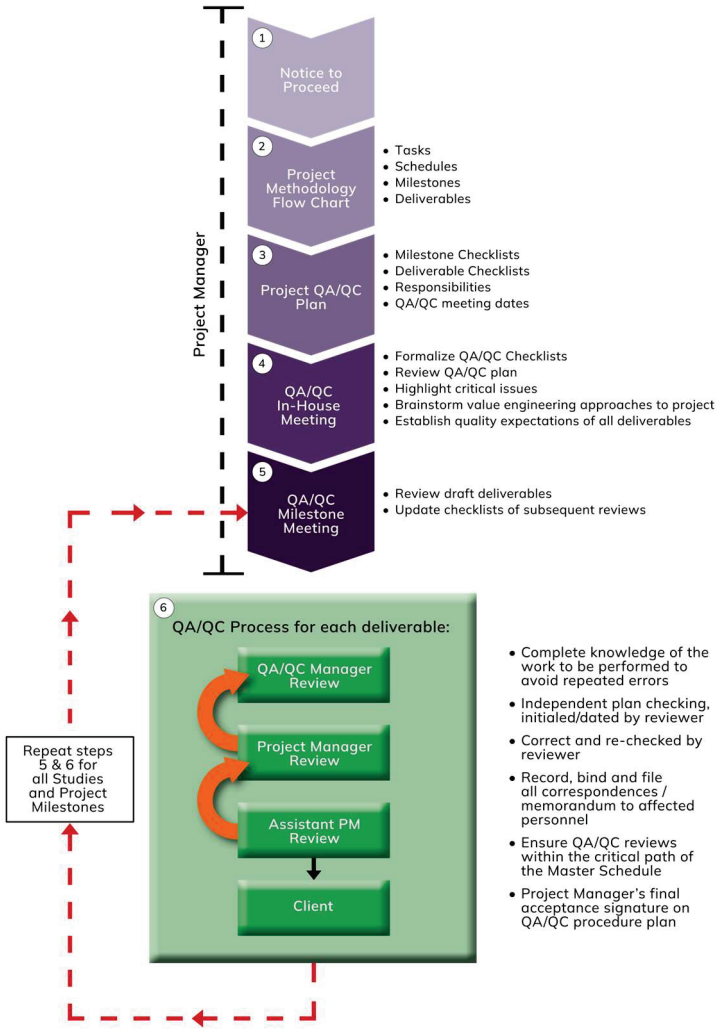
3.4 Quality Assurance/Quality Control (QA/QC) Program

ADVANTEC maintains a **comprehensive and continuous QA/QC Program** designed to ensure every deliverable meets the highest standards of technical accuracy, clarity, and consistency. Our QA/QC process is not confined to milestone reviews—it is embedded in daily workflows, moving seamlessly from **desk to desk, discipline to discipline, and consultant to client**.

Our **Project Manager and Task Leaders** oversee daily team activities, guiding staff through consistent review, documentation, and coordination. **Mr. Solis** provides overall QA/QC oversight for this contract, working closely with ADVANTEC's senior management to ensure adherence to established procedures and prompt resolution of issues. Dedicated QA/QC contacts will be available at all times to facilitate inquiries regarding project status.

Core QA/QC Policies and Procedures

Policy	Approach
Defined Roles and Responsibilities	Assign clear QA/QC responsibilities for each staff level; conduct teamwide QA/QC training and a kickoff meeting to review procedures and expectations.
Information Dissemination and Document Control	Implement standardized document flow and control procedures for all project materials (scope, reports, invoices, minutes, deliverables).
Internal & External Coordination	Maintain consistent meeting documentation using standardized action logs and issue trackers.
Continuous "Over-the-Shoulder" Reviews	Encourage real-time, multi-disciplinary review during preparation of plans and reports to identify issues early and strengthen coordination.
Inter-Disciplinary Integration	Hold weekly or bi-weekly coordination meetings and cross-discipline plan exchanges before all milestone submittals.
Milestone Quality Reviews	Use independent reviewers for checking, revision, and back-checking; verify compliance with standards, technical precision, format consistency, and previous comments.
QC Checklists	Require each discipline to apply specific QC checklists to ensure completeness, accuracy, and consistency before submittal.



ADVANTEC's QA/QC Review Process

Before any deliverable is submitted to the City, it undergoes ADVANTEC's **internal multi-tier quality review**. Each stage—technical review, interdisciplinary coordination, and principal sign-off—verifies compliance with project scope, applicable standards, and agency requirements. Only after this internal review is complete is the product submitted for City review. Once City comments are received, they are addressed through the same QA/QC workflow to ensure the final deliverable meets or exceeds expectations.

Collaborative QA/QC with Partner Firms

On many projects, including on-call and as-needed services, ADVANTEC partners with trusted subconsultants who are fully integrated into our QA/QC framework. Every partner firm receives ADVANTEC's QA/QC policies and assigns its own QA/QC lead to ensure consistency. Together, our team adheres to uniform CAD standards and agency-specific requirements, including **General Plans, Circulation Elements, Public Works and Traffic Signal Standards, Communication Standards, and the California Manual on Uniform Traffic Control Devices (MUTCD).**

This rigorous, collaborative structure fosters **open communication, accountability, and consistency** across all team members. The result is a well-coordinated process that delivers **error-free, standards-compliant, and high-quality products—every time**.

3.5 Methodology to Perform Scope of Work

ADVANTEC's methodology integrates technical precision, innovation, and responsiveness to ensure the efficient and high-quality delivery of on-call assignments. Our approach leverages proven engineering practices, advanced analytical tools, and local familiarity to support the City's operational goals and evolving mobility needs.

A. Traffic Engineering / Studies

ADVANTEC emphasizes a **data-driven, context-sensitive approach** to traffic evaluation and design—enhancing safety, mobility, and sustainability while minimizing impacts to the surrounding network. Our studies incorporate tools such as **Synchro, SimTraffic, and HCS** to produce defensible, transparent analyses. Key capabilities include:

- Before- and After-Studies; Traffic Impact and Circulation Analyses
- Level of Service (LOS) and Vehicle Miles Traveled (VMT) studies (including CEQA-compliant screening, technical review, and mitigation support)
- Engineering and Speed Surveys using certified radar equipment
- School safety assessments and citizen complaint investigations
- Signal warrant, communication, and timing analyses
- Parking, bicycle, pedestrian, and equestrian trail studies
- Safe Routes to School and Community Outreach
- Conceptual design and lane storage analyses

Our comprehensive experience extends to **traffic and operational studies, traffic calming design, safe route to school programs, traffic safety analysis, traffic operations studies, and development planning studies**. We also support **Active Transportation, ITS, TSMO, Smart City, and Connected/Automated Vehicle (CAV) initiatives** and provide technical assistance for **grant funding pursuits**.

B. Design / PS&E / Plan Checking

ADVANTEC has a long-standing reputation for **high-quality, constructible, and compliant transportation design**. Our staff have delivered PS&E packages and plan review services for over 500 municipal and Caltrans projects. Core areas of expertise include:

- Signing and Striping Plans, Stage Construction, Traffic Handling
- Traffic Signal, Communication, Surveillance, ITS, and Lighting Systems
- Dynamic Message Signs and Detection Systems
- Traffic Management Center (TMC) and Intelligent Transportation Systems (ITS) Integration
- Construction Management, Contract Administration, Inspection, and Record Drawings

Our Plan Checking and PS&E Review process covers all **civil, grading, traffic, drainage, and utility disciplines**, ensuring conformity with City, County, State, and national standards. We provide well-documented, defensible comments supported by a structured QA/QC process and efficient document control using **Microsoft SharePoint**.

Plan Check Workflow:

1. Confirm receipt of all required documents
2. Route to appropriate reviewers
3. Markup comments on plans and maintain a comment matrix
4. Compile and QC-check consolidated feedback
5. Return the review package to the City/applicant

ADVANTEC consistently meets the City's **ten-day turnaround for first submittals** and **five days for resubmittals**, drawing from recent success with the Cities of Yorba Linda, Anaheim, and others. When feasible, direct designer-reviewer coordination expedites resolution, often limiting the full review cycle to three total submittals.

C. Construction Support

ADVANTEC provides **comprehensive construction-phase engineering services** to ensure designs are implemented efficiently, accurately, and within budget. Our capabilities include:

- Hydrology and Hydraulic Studies
- Technical Analysis and Utility Coordination
- Conflict Resolution and Easement Support
- Stakeholder/Agency Communication
- PS&E Preparation and Rapid Emergency Plan Development

- Construction Administration, Inspection, and Contract Documentation
- Change Order Review, Cost Analysis, and Record Drawing Preparation

Our experience managing on-call construction support for **Anaheim, Los Angeles County**, and other jurisdictions ensures seamless communication between design, contractor, and client teams through project completion.

D. Transportation Planning / Coordination

ADVANTEC employs a **multi-modal planning framework** that aligns transportation infrastructure with community goals, focusing on safety, access, and mobility for all users. Services include:

- Transportation system and corridor planning
- Traffic Signal System Evaluation and Communication Master Plans
- Parking, Bicycle, and Pedestrian Studies
- VMT and CMP Compliance for project and regional networks
- Coordination on SR-57/SR-60 Corridor, Grade Separations, and CIP Support
- Transit integration and interagency coordination with **Caltrans, OCTA, Pomona, and Chino Hills**

Our planners and engineers develop **actionable, integrated strategies** that help the City balance growth, safety, and mobility within a sustainable multimodal network.

E. Traffic Management Systems / Signal Operations

ADVANTEC is recognized as a **regional leader in traffic signal operations and ITS optimization**. We analyze network performance to reduce congestion, improve travel times, and enhance safety. Key services include:

- Signal Timing, Coordination, Synchronization, and Fine-Tuning
- Signal Operation Implementation and System Optimization
- Detector Configuration, MOE Evaluation, and Before/After Studies
- Arterial LOS Monitoring and GHG Emissions Analysis
- Integration of Adaptive Control Systems such as **TransSuite and SCOOT**
- Field Troubleshooting, Equipment Setup, and 24/7 Emergency Response

We provide operational support for the City's Traffic Management System (**TransSuite**) and Adaptive Traffic Control System **(SCOOT),** as deemed necessary, including field technical support for traffic network communication troubleshooting, equipment set up and configuration, and support for ongoing traffic signal operations, including implementation of signal timing and coordination programs as deemed necessary. Our team has extensive experience with similar systems (e.g., Transparity Adaptive signal system for Culver City, Aries in Chino Hills, Centracs in Irvine and Kinetic Mobility in Glendale), enabling seamless TransSuite/SCOOT integration, optimization, and 24/7 emergency response. Our founding Principal, Leo Lee, has implemented 12 adaptive signal systems including SCOOT and he was part of the selection panel with Diamond Bar and LA County staff to select TransSuite Signal System about 10 years ago, and **ADVANTEC is known by LACMTA (Metro) to be a well-versed adaptive traffic signal system engineering consultant**.

F. Meetings / Other Services

ADVANTEC supports the City through active participation in City Council, Traffic and Transportation Commission, and community meetings, providing clear visuals, staff reports, and public outreach materials.

Additional services include **grant funding support**, such as:

- Identification and tracking of funding opportunities
- Preparation and technical review of grant applications
- Development of milestones, budgets, and compliance documentation
- Coordination of required signatures, certifications, and letters of support
- Post-award reporting and accountability assistance

We also provide **community outreach and technical communication services**, ensuring that projects are well-understood, publicly supported, and strategically positioned for funding and implementation success.

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4. COMPARABLE WORK/ PROJECT EXPERIENCE

4.1 RECENT EXAMPLES OF PROVIDING CONSULTANT SERVICES TO OTHER PUBLIC AGENCIES

ADVANTEC has an extensive record of success providing **on-call traffic engineering, ITS, and transportation planning services** for municipalities across Southern California. Within the **past 3 years**, our **on-call projects with Cities of Anaheim, Upland, and Corona** exemplifies our ability to serve as a seamless extension of City staff—delivering **responsive, high-quality, and data-driven solutions** that enhance safety, efficiency, and mobility. For Anaheim, ADVANTEC provides **plan check and traffic control review services**,

supporting daily operations and maintaining coordination with the City's Traffic Management Center. In Upland, ADVANTEC serves as the **City Traffic Engineer**, offering on-site support, policy development, and design services that advance local transportation goals. For Corona, ADVANTEC has implemented **citywide signal optimization, ITS upgrades, and pedestrian safety improvements**, including design and construction support for **solar-powered HAWK signals**. Across all these engagements, our team demonstrates **technical rigor, proactive communication, and dependable results**—qualities that position ADVANTEC as a trusted partner for on-call transportation engineering services. The following table provides a brief description of these 3 On-Call Traffic Engineering Services.

Project Name / Description | ADVANTEC Comparable Project

City of Anaheim — On-Call Traffic Control Plan Review and Support

Project Reference
City of Anaheim 200 S Anaheim Blvd Anaheim, CA 92805 **Cesar Morales, PE** Principal Traffic Engineer 714-765-5286 cmorales2@anaheim.net

Client: City of Anaheim Transportation Department
Date Range: 2015–2025
ADVANTEC has served as an extension of the City of Anaheim staff, providing **on-call plan check**, **traffic control, and operations support** services for over eight years. Our role includes comprehensive review of traffic control plans submitted by consultants, contractors, and utility companies citywide to ensure compliance with safety and operational standards.
Using both the **WATCH Manual** and the **California Manual on Uniform Traffic Control Devices (MUTCD)**, ADVANTEC verifies that all traffic control plans accommodate on-street construction activities while minimizing impacts to motorists, bicyclists, and pedestrians. Our reviews also include coordination with the City's **Traffic Management Center (TMC)** and major traffic generators to maintain efficient circulation during construction.
Plan reviews are performed electronically through the City's **e-PlanREVIEW (EPR)** platform, enabling efficient workflow, document tracking, and timely response. Our staff also enter review hours and project status updates using **Accela**, supporting transparent performance tracking and reporting for City management. To ensure responsiveness, ADVANTEC staff maintain an **on-site presence one to two times per week**, meeting with the City's Principal Traffic Engineer to discuss the weekly work plan, upcoming submittals, and project deadlines. This ongoing coordination allows the City to manage high-volume plan review workloads effectively, with rapid turnaround times and consistent quality assurance.
Key Features: on-site presence one or two times per week| plan checked on average 5 to 12 plans per week | turnaround within 1 week

Project Name / Description | ADVANTEC Comparable Project

City of Upland — On-Call Traffic Engineering Services

Project Reference
City of Upland 460 N. Euclid Ave. Upland, CA 91786 **Alan French |** Principal Engineer 909-931-4235 afrench@uplandca.gov

Client: City of Upland
Date Range: 2021 – Present
ADVANTEC was selected to provide **comprehensive on-call traffic engineering services** to the City of Upland, serving as the **City's Traffic Engineer** and a trusted technical advisor to staff, elected officials, and the community. Our team delivers **responsive, data-driven solutions** that enhance safety, mobility, and operational efficiency across the city's transportation network.
ADVANTEC maintains **regular on-site office hours each week**, with additional availability as needed, ensuring immediate accessibility and timely coordination with City departments. We actively participate in **City Council, Planning Commission, and Public Works Committee meetings**, preparing staff reports, technical memoranda, and presentations that clearly convey engineering recommendations to decision-makers and the public.
Key responsibilities include conducting **traffic engineering studies** such as speed surveys, parking and congestion analyses, truck route evaluations, school zone safety reviews, and **Local Road Safety Program assessments**. The team also develops **traffic warrants and mitigation measures**, reviews development proposals and Conditions of Approval, and ensures compliance with City, County, and State standards.
Additional services include:

- **Traffic signal design and timing updates**
- **Striping and signing plan reviews**
- **Grant writing and funding applications**
- **Traffic and parking policy development**
- **Implementation of new parking meter technologies**
- **Coordination of construction and special event traffic control plans**

- **Support to the Police Department** on DUI checkpoint layouts, neighborhood safety programs, and school route planning

Through this ongoing engagement, ADVANTEC functions as an **extension of City staff**, providing both on-**site augmentation and as-needed design and operational support** to deliver efficient, community-focused transportation solutions.

Key Features: On-site staff augmentation | Comprehensive as-needed design and operations | Trusted City Traffic Engineer partnership

Project Name / Description | ADVANTEC Comparable Project

City of Corona — On-Call Traffic Engineering Services
Client: City of Corona
Date Range: 2019 – Present

Project Reference
City of Corona
400 S Vicentia Ave
Corona, CA 92882
Rosie N. Ureno, P.E., T.E.
City Traffic Engineer
951-817-5708
Rosalva.Ureno@CoronaCA.gov

ADVANTEC provides **on-call traffic engineering and intelligent transportation system (ITS) services** to the City of Corona, supporting a wide range of planning, design, and construction activities. Our work has helped modernize the City's traffic signal infrastructure, improve corridor operations, and enhance pedestrian and bicyclist safety through innovative design and technology integration.

As part of the **Citywide Traffic Signal Optimization Project**, ADVANTEC delivered **ITS, Traffic, and Public Works services** for PS&E preparation and construction support to improve operations at **126 signalized intersections** across **12 arterial corridors**—including Green River Road, Foothill Parkway, Main Street, Sixth Street, Lincoln Avenue, Ontario Avenue, Magnolia Avenue, McKinley Street, Hidden Valley Parkway, Serfas Club Drive, River Road, and Temescal Canyon Road.

Our scope of work included:

1. Project management, coordination, administration, and stakeholder meetings
2. Field investigations and data collection
3. Assessment of existing conditions and development of preliminary improvement plans
4. Preparation of final PS&E deliverables
5. Ongoing construction support and technical assistance

Advantec's systematic approach combined **advanced detection technologies and signal optimization strategies** to improve network performance and corridor travel times citywide.

In addition, ADVANTEC led the **HAWK Signal Systems Design Project**, providing PS&E and construction support for **five solar-powered High-Intensity Activated Crosswalk (HAWK) systems** in Corona's downtown area. The project enhanced pedestrian and bicycle safety through installation of masts, beacons, countdown signal heads, audible push buttons (APS), luminaires, ADA-compliant pedestrian ramps, upgraded signal controllers, and new conduit, pull boxes, signage, and striping—all compliant with City of Corona design standards.

ADVANTEC continues to support the City through **construction administration, field coordination, and on-call technical support**, ensuring high-quality implementation and reliable performance of these safety and mobility improvements.

Key Features: Citywide signal optimization (126 intersections) | Advanced ITS deployment | HAWK safety system design and construction support | Ongoing on-call traffic engineering partnership

5. REFERENCES

5.1 REFERENCES

References from similar As-Needed/On-Call Services or projects completed are provided below.

References for ADVANTEC	Related Projects and Services
City of Anaheim 200 S Anaheim Blvd Anaheim, CA 92805 **Cesar Morales, PE** | Principal Traffic Engineer (714) 765-5286 | cmorales2@anaheim.net **Date Range:** 2015 – 2026	**On-Call Traffic Engineering Services** ▪ Signal Timing Upgrades | Traffic Signal Synchronization Plans ▪ Traffic Control and Safety Analysis | Transportation Analysis ▪ Intersection Capacity Enhancement Analysis ▪ Conceptual / Preliminary Design | Street Improvements ▪ Signing/Striping Plans | ITS Planning & Design ▪ Construction Support
City of Upland 460 N. Euclid Ave. Upland, CA 91786 **Alan French** | Principal Engineer 909-931-4235 | afrench@uplandca.gov **Date Range:** 2021 – Present	**On-Call Traffic Engineering Services** ▪ Weekly On-Site staff augmentation ▪ Traffic Signal Design ▪ Signal Timing ▪ Signal System Master Plan
City of Corona 400 S. Vicentia Ave. Corona, CA 92882 **Rosie Ureno, PE, TE** | City Traffic Engineer (951) 817-5708 | Rosalva.Ureno@CoronaCA.gov **Date Range:** 2019 – Present	**On-Call Traffic Engineering Services** ▪ HAWK Signal and ADA Improvements PS&E ▪ Citywide Traffic Signal Optimization Project PS&E

6. AGREEMENT ACCEPTANCE STATEMENT

ADVANTEC accepts all terms and conditions of the Sample Consultant Services Agreement attached in the RFP. We have held on-call contract for over 15 years with City of Diamond Bar previously.

7. STAFF AVAILABILITY STATEMENT

All key staff identified in **Section 2** are fully available to provide the requested services to the City of Diamond Bar, with no major conflicting assignments. Each team member's **availability** and relevant experience are summarized in the table therein underneath their photo.

Our **Diamond Bar office**, located adjacent to City Hall, includes more than **20 professional engineers and planners**, supported by an **additional 20 specialists** from our Irvine office. This combined depth and breadth of traffic engineering expertise—among the strongest in Southern California—enables ADVANTEC to deliver **highly responsive, reliable, and technically sound service** to the City.

CITY OF
DIAMOND BAR
CALIFORNIA

DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

Professional On-Call Traffic and Transportation Engineering Services

The following questions and responses to the Request for Proposals (RFP) shall be incorporated into the solicitation documents for the above-referenced Design Consultant Services project. This addendum forms part of the Contract Documents and the Consultant shall sign this page as acknowledgement of receipt of Addendum No. 1 and attach it to the RFP.

David G. Liu, P.E. Date
Director of Public Works/City Engineer

Consultant's Authorized Signature

FEE PROPOSAL

ADVANTEC Consulting

On-Call Traffic and Transportation Engineering Services: City of Diamond Bar

Fully Loaded Hourly Billing Rates

Effective July 1, 2026, through June 30, 2029 (Initial Three-Year Contract Term)

Classification	Rate
Principal	410.00
Senior Project Manager/Senior Engineer VIII	345.00
Senior Project Manager/ Senior Engineer VII	285.00
Project Manager/ Senior Engineer VI	250.00
Project Manager/ Engineer V-3	220.00
Project Manager/ Engineer V-2	200.00
Project Manager/ Engineer V-1	180.00
Associate Engineer IV	160.00
Associate Engineer III	145.00
Assistant Engineer II	135.00
Assistant Engineer I	130.00
Administrative III	160.00
Administrative II	130.00
Administrative I	110.00

Direct Costs

Mileage	IRS Standard Mileage Rate (in effect at time of travel)
In-House Plotting (Mylar)	$20.00 per D-size sheet
In-House Plotting (Bond)	$10.00 per D-size sheet
Other Direct Costs	at Cost + 10% admin

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Consulting Services Agreements for On-Call Geotechnical Engineering Services.

STRATEGIC GOAL: Safe, Sustainable and Healthy Community

RECOMMENDATION:

A. Approve, and authorize the City Manager to sign, the Consulting Service Agreement with Willdan Engineering for On-Call Geotechnical Engineering Services through June 30, 2029;
B. Approve, and authorize the City Manager to sign, the Consulting Service Agreement with Ninyo & Moore for On-Call Geotechnical Engineering Services through June 30, 2029; and
C. Approve, and authorize the City Manager to sign, the Consulting Service Agreement with Converse Consultants, Inc. for On-Call Geotechnical Engineering Services through June 30, 2029.

FINANCIAL IMPACT:

The Fiscal Year 2026/27 Public Works Operating Budget includes $30,000 for on-call geotechnical engineering services. These funds are available for City projects and operations, including geotechnical investigations, soils analysis, compaction testing, and related services. Additional services related to private development project review will be funded through developer fees and deposits and may be authorized up to the not-to-exceed contract amount. An annual not-to-exceed amount of $100,000 for each selected firm is recommended for on-call geotechnical engineering services.

BACKGROUND:

To supplement the City's professional capabilities, geotechnical engineering services have been utilized by the City on an as-needed basis to ensure efficiency in Public Works Department functions such as land development project processing, Capital Improvement Program (CIP) project planning and design, materials testing, geotechnical report review, and construction inspection services. The current consultant service agreements for geotechnical engineering services are set to expire on June 30, 2026.

There is a broad range of services within the geotechnical engineering industry, such as:

- Geotechnical and engineering geology report reviews

- Preliminary design review
- Soil sampling
- Material testing
- Land development plan check
- Geology services
- Construction support and inspection

Given the diverse range of services that may be required, it is beneficial for the City to retain qualified on-call geotechnical engineering consultants to provide timely and specialized support for City projects and development review activities.

ANALYSIS:

On March 17, 2026, the City issued a Request for Proposals (RFP) inviting qualified consultants to submit proposals for on-call geotechnical engineering services. A total of ten (10) proposals were received on April 23, 2026, from the following firms:

1. Fenagh LLC
2. Geocon West, Inc.
3. Hushmand Associates, Inc.
4. MTGL, Inc.
5. **Ninyo & Moore**
6. NOVA Services, Inc.
7. Tetra Tech BAS, Inc.
8. **Converse Consultants, Inc.**
9. UES Professional Solutions, Inc.
10. **Willdan Engineering**

City staff independently reviewed and evaluated each proposal based on the criteria identified in the RFP, including staff qualifications, firm qualifications, project approach and methodology, level of effort, ability to meet the City's schedule and expectations, and relevant references. Subsequently, the fee schedules were compared for sample invoices.

Based on the evaluation results, the Public Works staff evaluation panel unanimously recommends entering into three (3) year agreements with Willdan Engineering, Ninyo & Moore, and Converse Consultants, Inc., with the option to extend the agreements for one (1) additional two (2) year term upon mutual consent of both parties. Any proposed extension would be presented to the City Council for consideration.

Willdan Engineering (Attachment 1 & 2) and Ninyo & Moore (Attachment 3 & 4) are the City's current on-call geotechnical engineering consultants and have provided responsive and specialized support for land development review, geotechnical report review, grading plan review, slope repair projects, and related engineering services. Their familiarity with the City's hillside development standards, geologic conditions, and ongoing projects provides valuable continuity and institutional knowledge.

Converse Consultants, Inc. (Attachment 5 & 6) demonstrated strong qualifications and extensive experience providing geotechnical engineering services to public agencies throughout Southern California. The firm offers expertise in land development review, plan check services, construction inspection, materials testing, and design support. Staff determined that Converse Consultants, Inc.'s municipal experience, technical expertise, and competitive fee structure would provide additional capacity and value to the City's on-call geotechnical engineering program.

Collectively, these firms provide the breadth of expertise necessary to support City projects and development review activities while ensuring timely service, technical consistency, and continuity for ongoing and future assignments.

Compensation for services will be billed in accordance with each consultant's approved fee schedule and the specific scope of work authorized by the City. Short form versions of each firm's proposal is provided for reference.

LEGAL REVIEW:

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

PREPARED BY:

Vivian Chen, Associate Engineer, Public Works

ATTACHMENTS:

1. Agreement (Willdan)
2. Proposal (Willdan)
3. Agreement (Ninyo & Moore)
4. Proposal (Ninyo & Moore)
5. Agreement (Converse Consultants)
6. Proposal (Converse Consultants)

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of **June 16, 2026** by and between the City of Diamond Bar, a municipal corporation ("City") and **Willdan Engineering, Inc.**, a California corporation ("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 Traffic and Transportation Engineering 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.

Vivian Chen, Associate Engineer (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 **July 1, 2026**, and shall continue until **June 30, 2029** unless earlier terminated pursuant to the provisions herein.

The City shall have the option to extend this Agreement for **one (1) additional two (2) year term**, 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:

Consultant’s rates shall be fixed during the initial Term of this Agreement. Rate increases in compensation will be only considered in the event the City exercises its option to extend the Agreement and apply as of July 1, 2029. Any rate increase 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 Thousand Dollars and Zero Cents ($100,000.00)** per Fiscal Year 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**.** 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**.** Payment will be made only after submission of proper invoices.

D**.** City will pay Consultant the amount property invoiced within 35 days of receipt.

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.

To the maximum extent permitted by Civil Code section2782.8, 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) Any and all claims for loss, injury to or death of persons or damage to property caused by the negligent professional act or omission in the performance of professional services pursuant to this Agreement.

(4) 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;

(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; and

(5) Professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a combined single limit of $1,000,000. If such insurance is on a claims made basis, Consultant agrees to keep such insurance in full force and effect for at least five years after termination or date of completion of this Agreement.

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. In the case of professional liability insurance, such coverage shall be issued by companies either licensed or admitted to conduct business in the State of California as long as such insurers possess the aforementioned Best's rating.

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 thirty (30) 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 thirtieth (30th) 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. Except as otherwise authorized by the City's Project Manager, Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right in its sole discretion to required Consultant to exclude any employee from performing services on City's premises.

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. Time Is of the Essence. Time is of the essence in this Agreement. Consultant shall do all things necessary and incidental to the prosecution of Consultant's work.

20. Delays and Extensions of Time. Consultant's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Consultant must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Consultant's control. If Consultant believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Consultant be entitled to any claim for lost profits due to any delay, whether caused by the City or due to some other cause.

21. 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.

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

23. 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.

24. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

25. Mediation. Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual

good faith efforts to resolve the same any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

26. 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"
Willdan Engineering, Inc. 1515 South Sunkist Street, Suite E Anaheim, CA 92806 Attn.: Ross Khiabani, PE, GE Phone: 714-634-3318 E-mail: rkhiabani@willdan.com	City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765-4178 Attn.: Daniel Fox, City Manager Phone: (909) 839-7010 E-mail: dfox@diamondbarca.gov

27. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

28. 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.

29. 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"

By: _____
Printed Name Vanessa Munoz
Title: President

By: _____
Printed Name: Kate Nguyen
Title: Secretary

"City"

CITY OF DIAMOND BAR

By: _____
Dan Fox, City Manager

ATTEST:

_____
Kristina Santana, City Clerk

Approved as to form:

By: _____
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.*

City of Diamond Bar

Proposal for

On-Call Geotechnical Engineering Services

April 23, 2026

WILLDAN

DIRECT CONTACT
Ross Khiabani, PE, GE
Project Manager
657.221.2715
rkhiabani@willdan.com







Cover Letter

April 23, 2026

Attn: Hal Ghafari, P.E., Public Works Manager/Assistant City Engineer
City of Diamond Bar
Submitted via PlanetBids

Subject: ***Proposal for On-Call Geotechnical Engineering Services***

The City of Diamond Bar is seeking proposals from qualified Geotechnical Engineering firms to provide on-call geotechnical and soils engineering services.

Willdan Engineering (Willdan) brings the technical expertise, staffing depth, and local presence necessary to support the City's projects efficiently and effectively.

Strong Project Manager and Team. Our team is led by **Ross Khiabani, PE, GE**, who brings more than 50 years of experience in geotechnical engineering, materials testing, and inspection services for schools, commercial and industrial developments, public works, and transportation projects. He will be supported by a highly qualified team, including **Chris Baca, RCI**, Director of Construction Management Services; **Joe Ritchey**, Materials Testing and Inspection Lead; **Alireza Kazem, PhD, EIT**, Geotechnical Engineer; Joseph Barr**, PG, PE**, Engineering Geology Lead; and **Ramon Calbay**, Laboratory Testing Lead. Together, this team provides comprehensive technical oversight and quality assurance across all assignments.

Full-Service Testing Facilities: A key strength of our team is our full-service soils and materials testing laboratory located in Anaheim, approximately 25 minutes from Diamond Bar City Hall. Our laboratory is certified and/or accredited by the Division of the State Architect (DSA), the City of Los Angeles, the AASHTO Materials Reference Laboratory (AMRL), and Caltrans. We are highly experienced in Caltrans requirements and have successfully completed more than 100 audits. This local, fully accredited facility enables us to provide responsive service, reliable testing, and timely reporting.

To further enhance our service capabilities, we have partnered with three specialized subconsultants: **Build with PMC** (pavement coring and traffic control), **Geo-Logic Associates** (R-value testing), and **Converse Consultants** (Environmental Engineering). These partnerships ensure the City receives comprehensive and seamless support across all required disciplines.

City of Diamond Bar Long-Term Partnership. Willdan has maintained a continuous geotechnical services relationship with the City of Diamond Bar since 2003, providing specialized expertise in the City's challenging hillside terrain and complex geological conditions. The firm's services to Diamond Bar have encompassed geotechnical and materials testing and inspection services for street rehabilitation projects, including observation and testing of mill and overlay operations, reconstruction of pavement sections including aggregate base and asphalt concrete layers, and cold central plant recycling with overlay. Willdan has served as the City's Geotechnical Reviewer for the Public Works Department, reviewing developers' submitted soils reports for all new development projects to ensure compliance with the City's hillside development standards.

Through decades of serving public agencies, we understand the coordination, documentation, quality control, and accountability required for public-sector projects. We are committed to helping the City complete projects on time and within budget while maintaining the highest standards of safety and technical excellence. Willdan would be proud to serve as a proactive and dependable member of the City's consultant team.

Contact Person for Inquiries Regarding Proposal

Ross Khiabani, PE, GE
Project Manager
1515 South Sunkist Street, Street E
Anaheim, CA 92806
(657) 221-2715
rkhiabani@willdan.com

Representative Authorized to Bind the Company

Chris Baca, RCI
Director of Construction Management Services
13191 Crossroads Parkway North, Suite 405
Industry, CA 91746
(562) 364-8198
cbaca@willdan.com

We thank the City of Diamond Bar for the opportunity to submit our qualifications for on-call materials testing, inspection services, and environmental engineering. We look forward to continuing working with the City and forging a successful partnership. If you have any questions about our submittal, please contact our proposed Project Manager, Ross Khiabani, PE, GE, at the information above.

Respectfully submitted,

WILLDAN ENGINEERING

Chris Baca, RCI
Director of Construction Management Services



CITY OF DIAMOND BAR CALIFORNIA

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSALS
ON-CALL GEOTECHNICAL ENGINEERING SERVICES

ADDENDUM NO. 1

The following changes to the Request for Proposal for the above project shall be incorporated into the Request for Proposal as part of this project.

The Consultant shall sign this page as acknowledgement of receipt of Addendum No. 1 and attach it to the proposal.

David G. Liu, P.E. Date
Director of Public Works/City Engineer

Chris Boca
Consultant's Authorized Signature

1/2

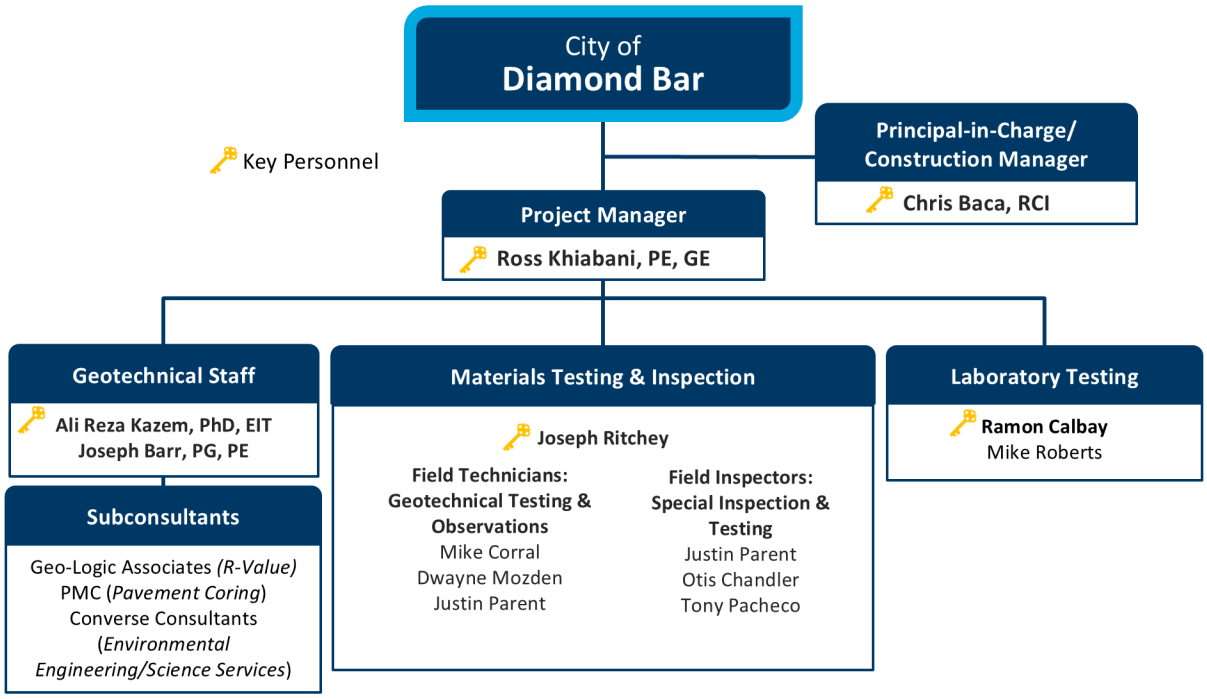


1. PROJECT TEAM

Key personnel will be available to the extent proposed for the duration of the services and an acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written concurrence of the City. Willdan has provided brief resumes for key personnel in the Appendix.

Name	Role
Key Personnel	
Chris Baca, RCI	Principal-in-Charge (Director of Construction Services)
Ross Khiabani, PE, GE	Senior Project Engineer
Alireza Kazem, PhD, EIT	Project Manager, Field Geotechnical Engineering Lead
Joe Ritchey	Materials Testing and Inspection Lead
Ramon Calbay	Laboratory Testing Manager Lead

Organizational Chart



Subcontractors

Although Willdan can provide most of the requested services in-house, we have teamed up with three subcontractors. These additional team members will act on behalf of Willdan to provide the following services:

Services to be Provided	Subconsultant
Pavement Coring & Traffic Control	PMC, Inc.
Laboratory Soil Testing – R value Test	Geo-Logic Associates
Environmental Engineering and Science Services	Converse Consultants



Anticipated Subcontractors

Build with PMC (PMC) is an industrial construction company founded in June 1980. Its quality workmanship provides customers with a timely, cost-effective, safe, and clean job. PMC performs the work professionally, from conception through project completion, doing all that is possible to make each project run smoothly for our customers. PMC specializes in Asphalt and Concrete Corroding, including temporary traffic control for fieldwork. PMC will provide Pavement Coring & Traffic Control for Willdan on this on-call contract.

Robert Kelley
(562) 755-1634
rkelly@pacmech.net

Geo-Logic Associates (GLA) is an employee-owned multidisciplinary civil, environmental, geologic, and geotechnical consulting firm established in 1991. GLA employs over 250 highly experienced professionals located throughout 26 U.S. office locations as well as an office in Lima, Peru. GLA is a group of over 250 well-qualified and seasoned professionals providing a full range of services from planning to design and construction. GLA is committed to quality service at competitive prices and is known for providing clients with creative, cost-saving solutions to address their most complex engineering and construction challenges. GLA's team members take pride in providing a responsive, high-quality work product and have proven their innovative ability to utilize problem-solving techniques to solve even the most complex issues our clients face successfully. Built with over 26 years of experience, GLA has a strong reputation for performing project work on schedule and under budget, as evidenced by the high rate of repeat and direct-assign work. Geologic will perform R-value testing for Willdan on this on-call contract.

Lam Dang
(714) 630-5855
ldang@geo-logic.com

Converse Consultants provide Phase I and II Environmental Site Assessments; Preliminary Endangerment Assessments; Asbestos, Lead-base Paint, and Mold surveys and monitoring; Third Party Reviews and Consultation; Project Management; and Hazardous Material Audits, SCAQMD Permitting, Supervising Hazardous Material Pickups, and Maintaining Hazardous Materials Databases. Additional services include Remedial Action Workplans (as well as overseeing the implementation of those workplans); the development and implementation of Stormwater Pollution Prevention Plans and related documents; and field experience relating to environmental investigations and remediation includes the collection of soil, soil vapor, ambient air, and groundwater samples, installation of groundwater and soil vapor monitoring wells, remedial extraction and injection wells, preparation of boring logs in accordance with Unified Soil Classification System methods, waste stream management, and evaluation of Best Management Practices (BMPs) at construction sites.

Converse Consultants

717 S. Myrtle Ave.
Monrovia, CA 91016
Mr. Norman S. Eke
(626) 807-3407
neke@converseconsultants.com

2. FIRM'S EXPERIENCE/REFERENCES

Overall Qualifications



Willdan Engineering **(Willdan)**, a California corporation since 1964, is a subsidiary of Willdan Group, Inc., a publicly traded Delaware corporation. On-call/As-needed engineering services are Willdan's foundation, and our staff includes former public agency or contract agency staff. Willdan has extensive experience providing a complete range of engineering services to local agencies on an as-needed and project-specific basis. Our capabilities encompass streets and highways, drainage, water/wastewater, signals, traffic programs, bridges and structures, landscaping, and mapping. We provide services in all phases of project development, including site analysis and conceptual development, preliminary and final design, and construction management and inspection. Our services involve environmental planning, facility financing, and state-of-the-art computer-aided design. We have direct experience with county, state, and federal processes, regulations, and requirements.

Throughout our 62-year history, Willdan has been a consistent industry leader providing all aspects of municipal, infrastructure, and transportation engineering; program management; financial consulting; municipal planning; environmental; energy-related services, along with a full complement of related disciplines. Dedicated to providing public agencies with reliable, quality, and cost-effective services, Willdan merges sound solutions with a solid respect for the fiscal responsibility faced by local agencies and the concerns of affected communities. This approach has proven responsive to the most challenging budget, schedule, and aesthetic requirements. It is a contributing factor to our industry reputation and our company growth. Willdan addresses the varied demographics of our public agency clients through focused, specialized services offering ***solutions tailored to the unique goals and visions of each agency***. Willdan's corporate-wide staffing resources have grown from 637 in 2014 to over 1,800 employees in 50+ offices nationwide. Southern California offices include our corporate headquarters in Anaheim, a geotechnical lab and office also in Anaheim, as well as offices in Ventura, Industry, Los Angeles, Riverside, and San Bernardino.

Geotechnical & Materials Testing Services

Willdan has a resolute, full-time staff of geotechnical engineers, geologists, and field and laboratory technicians. We also have a pool of qualified independent construction specialty inspectors and technicians. Our staff has experience throughout the San Bernardino, Los Angeles, Orange, Riverside, and Ventura counties, and is particularly familiar with local geologic and geotechnical conditions. We are confident we can provide all the services listed in your RFQ.

Willdan maintains a full-service soil and material testing laboratory. Our laboratory is certified by the California Department of Transportation and the City of Los Angeles. We also participate in the Caltrans Proficiency Programs.



Responsive Inspection and Testing Services

Willdan maintains the organizational capacity and field personnel availability to provide responsive inspection services within short notice timeframes. The firm's local presence in Orange and Los Angeles Counties enables rapid deployment of certified inspectors and testing technicians to project sites. Willdan coordinates inspection schedules with contractors and public works staff to ensure timely presence for critical construction activities including foundation excavations, compaction operations, concrete placements, and asphalt paving. The firm's inspection and testing services support both private development projects requiring permit compliance and public capital improvement projects requiring construction quality assurance.

Additional Los Angeles County Experience

Willdan provides comprehensive geotechnical and materials testing services to numerous Los Angeles County municipalities including the Cities of Downey, La Puente, Paramount, Inglewood, Lakewood, Rosemead, Rolling Hills, Rolling Hills Estates, and Rancho Palos Verdes. This extensive regional experience provides Willdan's team with in-depth familiarity with the geologic and geotechnical conditions characteristic of the Los Angeles Basin and surrounding hillside areas. Willdan's personnel maintain working relationships with local building officials, public works departments, and reviewing agencies throughout the region, facilitating efficient project coordination and regulatory compliance.

Willdan Office: 13191 Crossroads Parkway North, Suite 405 Industry, CA 91746 Phone: (562) 908-6200

The Industry office serves as Willdan's primary location for Los Angeles County geotechnical services, located in Los Angeles County adjacent to Diamond Bar.

3. PROJECT UNDERSTANDING

Diamond Bar's Geotechnical Setting

Willdan understands that Diamond Bar's hillside terrain, expansive soils, groundwater conditions, and variable subsurface profiles create recurring challenges for both public infrastructure and private development. These conditions affect slope stability, foundations, utilities, and pavement performance, requiring responsive geotechnical review, field observation, and practical recommendations. Our team has extensive experience throughout Los Angeles County delivering subsurface exploration, testing, engineering analysis, and construction support for these same conditions.

Approach to Land Development Services

Willdan will provide a coordinated approach to pre-entitlement review, permitting, final plan review, and construction inspection that supports City timelines and code compliance. We will identify geotechnical constraints early, review grading and foundation documents for consistency with City standards and code requirements, and provide clear written comments to help applicants resolve issues efficiently. During construction, we will perform grading, compaction, foundation, retaining wall, and drainage observation while coordinating closely with City staff and project teams.

Approach to Public Infrastructure Services

For public projects, Willdan will deliver geotechnical investigations, design support, construction inspection, and infrastructure evaluation to support the City's capital and maintenance needs. Our work will include subsurface exploration, laboratory testing, pavement and foundation recommendations, slope and retaining wall analysis, and stormwater infiltration assessments as needed. We will also provide inspection and monitoring services for earthwork, paving, structures, slopes, and distressed infrastructure to help the City protect long-term asset performance.

Anticipated Challenges and Mitigation

Willdan recognizes that Diamond Bar's topography and subsurface variability require quick response, sound

judgment, and consistent field oversight. Our local office supports timely mobilization for urgent reviews, inspections, and emergency conditions. To address expansive soils, groundwater, and regulatory requirements, we will apply rigorous testing, construction observation, and code-based technical review, while maintaining qualified geotechnical and engineering geology staff available for both routine assignments and emergency response.

Integration with the City

Willdan will serve as an extension of the City's Public Works Department by providing specialized geotechnical expertise through clear communication, defined roles, and dependable turnaround. Our Principal-in-Charge, Project Manager, and licensed Geotechnical Engineer will coordinate task assignments, quality control, and City communication to ensure consistent service delivery. By using the City's electronic review processes, attending meetings as requested, and maintaining direct points of contact for routine and urgent matters, we will provide responsive support for development review, public projects, and emergency conditions.

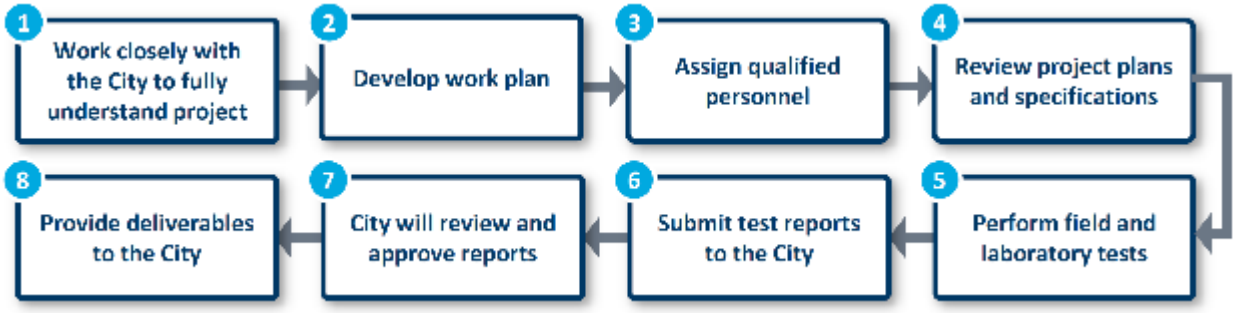
Quality Assurance/Control

Willdan prioritizes quality control and prepares a project-specific Quality Control Plan in accordance with our Quality Assurance Manual to ensure projects are delivered on time and within budget. The Project Manager and/or Principal-in-Charge will seek City feedback throughout the project and at the completion of each phase. All testing will comply with ASTM Standards and/or California Test Methods as specified in the Caltrans Manual of Testing, and reports will include detailed documentation of samples, procedures, conditions, equipment, and results.

Scope of Services

Willdan's geotechnical team, led by **Ross Khiabani, PE, GE, and Ali Kazem, PhD, EIT**, with support from Director of Construction Services **Chris Baca, RCI** will provide the staffing and resources necessary to meet the City's geotechnical engineering and materials testing needs. Our dedicated team will remain accessible during normal business hours for the duration of the project.

We prioritize strong, collaborative relationships with the City, design team, contractors, and all project stakeholders. Upon receiving directions from the City's Project Manager, we will confirm project goals, develop a detailed work plan, and establish a task-based budget and schedule. Qualified staff will be assigned based on project needs, and all services will be delivered in accordance with City requirements and applicable federal, state, and local standards.



1. Willdan will coordinate closely with the City's Project Manager to clearly understand each scope of work and effectively communicate project needs and objectives to our field staff, beginning with initial and continuing communications throughout the project.
2. We will collaborate with City staff to develop a work plan, budget, and schedule in accordance with the City's approved QAP, performing all services in compliance with applicable codes, regulations, ordinances, and guidelines.



3. Our approach to providing services to the City is to assign qualified personnel to each phase of the project.
4. Reports will be reviewed by a geotechnical engineer and, if appropriate, a certified engineering geologist.
5. Preliminary reports and test results will be submitted in accordance with the City's QAP timelines. Laboratory and field testing will be performed by qualified, experienced technicians, and all results will be documented and logged.
6. The City will review the reports and make any changes before the final draft.
7. Willdan will provide all deliverables to the City for their archives.

Services shall be performed on an as-needed basis as directed by the City and may include, but are not limited to, the following:

A. Land Development Services

1. Pre-Entitlement Review
    - Provide preliminary review of proposed private development projects prior to Planning Commission or City Council consideration.
    - Review geotechnical reports, grading plans, and related technical documents associated with subdivisions, commercial developments, and other private projects.
    - Participate in meetings with City staff, applicants, and others as requested, either virtually or in person.
2. Permitting and Final Plan Review
    - Review and recommend approval of geotechnical reports, grading plans, and related documents for entitled projects during the permitting phase.
    - Provide written comments, redline markups, and technical recommendations consistent with City standards and applicable codes.
3. Construction Inspection and Field Services
    - Provide inspection services for grading, compaction, and other geotechnical-related construction activities associated with private development.
    - Provide inspection services in a timely manner, generally within forty-eight (48) hours of request, as coordinated with the City.
4. Meetings and Coordination
    - Attend pre-construction meetings, design review meetings, construction coordination meetings, and other meetings as requested by the City.
    - Provide clarification and technical support throughout the duration of each assigned project.
5. Plan Check Processing Requirements
    - The City processes electronic plan submittals only. Consultants shall be capable of receiving, reviewing, and returning all plan check submittals, comments, and redline markups electronically.
    - Standard plan check reviews shall be completed within ten (10) business days of receipt unless otherwise directed by the City.
    - For complex projects, including subdivisions or large commercial developments, review timelines may be negotiated on a case-by-case basis.



- For complex projects, including subdivisions or large commercial developments, review timelines may be coordinated with the City on a case-by-case basis.

B. General Engineering Services

1. Geotechnical Investigations and Design
    - Perform soils investigations, analysis, testing, and geotechnical engineering evaluations for public improvement projects.
    - Prepare technical studies, calculations, reports, plans, specifications, and recommendations related to geotechnical conditions.
2. Construction Inspection for Public Project
    - Provide inspection services for grading, slope stabilization, street improvements, and miscellaneous facility improvements within public rights-of-way or on public property, including parks and City facilities.
3. Monitoring, Evaluation, and Advisory Services
    - Provide geotechnical monitoring services for existing infrastructure, including but not limited to roadways, slopes, retaining structures, and other improvements. Services may include periodic site observations, condition assessments, instrumentation monitoring, documentation of observed conditions, and preparation of technical memoranda or reports summarizing findings and recommendations.
4. Other Geotechnical-Related Services
    - Perform other geotechnical engineering-related tasks as requested by the City that are consistent with the qualifications of a California-licensed Geotechnical Engineer.
    - Such services may include, but are not limited to, forensic evaluations, peer review, technical advisory services, emergency response support, and specialized analyses related to soil, foundation, slope, and earthwork performance.

C. General Contract Provisions

- Willdan will serve as independent contractors to the City.
- Willdan will not concurrently provide geotechnical services to other public or private clients conducting business with the City during the term of the agreement and for six (6) months following completion, unless the City determines that no conflict of interest exists.
- Willdan will not provide plan review services for the City on projects where it has acted or will act as the agent or engineer for the developer of the project or permit applicant(s).
- Compensation for individual assignments shall be on a lump-sum or time-and-materials basis, as specified in writing by the City at the time of assignment.

4. SCHEDULE

Budget and Schedule Control

Willdan understands the City may require services on short notice and under accelerated schedules. Our team is committed to responding promptly and meeting demanding timelines without compromising quality. The Project Manager monitors resources and budget performance through weekly reports generated in

Ability to Provided Services on Short Notice

We commit our team to respond to the review, design and construction needs of the City in a timely manner and to meet accelerated project schedules



Deltek T&E and IBM Cognos, tracking hours and expenditures by task to quickly identify variances. Timesheets are submitted weekly and logged promptly, enabling real-time project oversight.

Staffing is coordinated weekly to flexibly manage workload fluctuations across projects. With a strong track record of meeting schedules and maintaining quality, Willdan is confident in our ability to support the City's construction timeline. Our management team remains committed to technical excellence, applying the full strength of the firm to deliver practical and effective solutions.

Baseline Schedule Development and Validation

At the outset of construction, we will work closely with the Contractor and the City to establish a fully detailed, logic-driven CPM baseline schedule that reflects the full contract duration and critical milestones. Our in-house scheduling team will conduct a comprehensive schedule review to verify proper sequencing, realistic durations, inclusion of utility coordination activities, regulatory constraints, long-lead procurement, and allowance for weather impacts, consistent with the contract requirements. The baseline schedule will not be recommended for approval until all discrepancies are resolved and the critical path is clearly defined.

Centralized Schedule Control and Monitoring

Once construction is underway, our Construction Manager will serve as the central hub for schedule coordination, using a spoke-and-wheel communication structure to align the Contractor, utilities, inspectors, designers, and City staff. We will rigorously monitor monthly schedule updates against the approved baseline and any City-approved time extensions, identifying variances, emerging risks, and shifts to the critical path.

Key schedule controls will include:

- Weekly review of the Contractor's four-week look-ahead schedules
- Formal tracking of planned versus actual progress
- Continuous validation that utility work, inspections, and third-party coordination are fully integrated into the CPM schedule
- Use of schedule analysis tools to verify logic, constraints, and float consumption

Schedule status and concerns will be a standing agenda item at weekly progress meetings, ensuring transparency and timely corrective action.

Proactive Issue Identification and Mitigation

Our team emphasizes early identification of schedule risks before they become delays. Through daily field presence, close coordination with inspectors, and active management of RFIs, submittals, and change orders, we will identify potential impacts to the schedule and work with the City and Contractor to implement mitigation strategies. When issues arise, we will present the City with clear options, associated schedule impacts, and recommended paths forward to maintain progress.

Utility and Stakeholder Coordination

Given the project's extensive utility interfaces and proximity to active transportation corridors, we will place special emphasis on utility coordination and stakeholder alignment. Utility activities will be tracked as schedule-driven tasks, not standalone efforts, ensuring accountability and integration with construction sequencing. Our team will also coordinate closely with City departments, transit agencies, and regulatory partners to avoid approval-related delays.

Time Impact Analysis and Change Management

When delays are alleged, our team will require properly documented Time Impact Analyses consistent with contract requirements. We will evaluate each request objectively, negotiate fair and defensible time extensions when warranted, and reject unsupported claims. This disciplined approach protects the City's interests while maintaining momentum toward project completion.



Reporting and Accountability

Schedule performance will be clearly documented and communicated through:

- Weekly Statements of Working Days
- Monthly CM progress reports comparing planned versus actual progress
- Regular updates to the City Project Manager highlighting trends, risks, and corrective actions

This structured reporting ensures City leadership has timely, accurate information to support informed decision-making.

Commitment to On-Time Delivery

Through centralized leadership, rigorous schedule controls, proactive coordination, and transparent communication, our Construction Management team will provide the focused oversight necessary to deliver the Shoreline Drive Realignment Project on schedule while meeting the City's goals for safety, quality, and public accountability.

5. FEE PROPOSAL

Our proposed fee proposal has been submitted separately.

6. AGREEMENT

Willdan confirms that all terms and conditions are acceptable in the City's Consultant Services Agreement.

Schedule of Hourly Rates

Effective July 1, 2025 to June 30, 2026

DESIGN ENGINEERING	
Technical Aide I	$83
Technical Aide II	$106
Technical Aide III	$124
CAD Operator I	$132
CAD Operator II	$153
CAD Operator III	$170
GIS Analyst I	$169
GIS Analyst II	$185
GIS Analyst III	$193
Environmental Analyst I	$149
Environmental Analyst II	$166
Environmental Analyst III	$177
Environmental Specialist	$191
Designer I	$174
Designer II	$181
Senior Designer I	$190
Senior Designer II	$199
Design Manager	$205
Senior Design Manager	$212
Plans Reviewer I	$160
Plans Reviewer II	$178
Senior Plans Reviewer	$195
Project Manager I	$198
Project Manager II	$220
Project Manager III	$238
Project Manager IV	$253
Principal Project Manager	$263
Assistant Engineer I	$146
Assistant Engineer II	$160
Assistant Engineer III	$169
Assistant Engineer IV	$180
Associate Engineer I	$189
Associate Engineer II	$198
Associate Engineer III	$202
Senior Engineer I	$205
Senior Engineer II	$210
Senior Engineer III	$213
Senior Engineer IV	$217
Supervising Engineer	$226
Traffic Engineer I	$226
Traffic Engineer II	$253
City Engineer I	$241
City Engineer II	$253
Deputy Director	$270
Director	$285
Principal Engineer	$325

BUILDING AND SAFETY	
Code Enforcement Technician	$109
Code Enforcement Officer	$125
Senior Code Enforcement Officer	$147
Supervisor Code Enforcement	$178
Fire Plans Examiner	$178
Senior Fire Plans Examiner	$195
Fire Inspector	$164
Senior Fire Inspector	$178
Fire Marshal	$210
Plans Examiner Aide	$117
Plans Examiner	$178
Senior Plans Examiner	$195
Assistant Construction Permit Specialist	$125
Construction Permit Specialist	$131
Senior Construction Permit Specialist	$155
Supervising Construction Permit Specialist	$164
Assistant Building Inspector	$147
Building Inspector	$164
Senior Building Inspector	$178
Supervising Building Inspector	$195
Inspector of Record	$208
Assistant Building Official	$185
Deputy Building Official	$211
Building Official	$221
Plan Check Engineer	$204
Supervising Plan Check Engineer	$206
Principal Project Manager	$263
Deputy Director	$270
Director	$285

PLANNING	
CDBG Technician	$97
CDBG Specialists	$114
CDBG Analyst	$132
Sr. CDBG Analyst	$140
CDBG Coordinator	$156
CDBG Manager	$188
Housing Specialist	$138
Housing Program Coordinator	$156
Planning Technician	$134
Assistant Planner	$167
Associate Planner	$181
Senior Planner	$206
Principal Planner	$215
Planning Manager	$228
Deputy Director	$270
Director	$285

CONSTRUCTION MANAGEMENT	
Labor Compliance Specialist	$150
Senior Labor Compliance Specialist	$165
Assistant Labor Compliance Manager	$180
Labor Compliance Manager	$200
Utility Coordinator	$172
Office Engineer I	$151
Office Engineer II	$165
Assistant Construction Manager	$172
Construction Manager	$191
Senior Construction Manager	$207
Resident Engineer I	$215
Resident Engineer II	$223
Project Manager IV	$253
Deputy Director	$270
Director	$285

INSPECTION SERVICES	
Public Works Observer **	$135
Public Works Observer ***	$170
Senior Public Works Observer**	$147
Senior Public Works Observer ***	$170

MAPPING AND EXPERT SERVICES	
Survey Analyst I	$151
Survey Analyst II	$174
Senior Survey Analyst	$187
Supervisor - Survey & Mapping	$209
Principal Project Manager	$263

LANDSCAPE ARCHITECTURE	
Assistant Landscape Architect	$157
Associate Landscape Architect	$181
Senior Landscape Architect	$199
Principal Landscape Architect	$211
Principal Project Manager	$263

ADMINISTRATIVE	
Administrative Assistant I	$102
Administrative Assistant II	$123
Administrative Assistant III	$144
Project Accountant I	$116
Project Accountant II	$136
Project Controller I	$144
Project Controller II	$163

** For Non-Prevailing Wage Project *** For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2025 thru June 30, 2026, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

WILLDAN

WILLDAN GEOTECHNICAL / MATERIALS TESTING

Prevailing Wage
Schedule of Hourly Rates

Effective July 1, 2025 to June 30, 2026

GEOTECHNICAL	
Soil Technician (Prevailing Wages)**	$157
Sr. Soil Technician (Prevailing Wages)**	$157
Geologist II	$200
Supervising Geologist	$226
CAD Operator II	$153
Assistant Engineer I	$144
Assistant Engineer II	$160
Assistant Engineer III	$169
Senior Engineer I	$205
Senior Engineer II	$210
Senior Engineer III	$213
Supervising - Lab Inspector	$148
Field Operations Manager	$159
Supervising Engineer	$226
Principal Project Manager	$247
Principal Engineer	$278
SPECIAL INSPECTION	
Special Inspection (Prevailing Wages)**	$164
Supervisor	$178

ADMINISTRATIVE	
Administrative Assistant I	$102
Administrative Assistant II	$123
Administrative Assistant III	$144
EXPERT WITNESS	
Principal Engineer/Geologist	$453

**For inspector/soil technician there is a four-hour minimum. Any hours worked more than the four-hour minimum will be charged at the eight-hour daily rate. Same day cancellations will be charged as a four-hour minimum.

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care.

The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates.. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2025 thru June 30, 2026, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

Non-Prevailing Wage Schedule of Hourly Rates

Effective July 1, 2025 to June 30, 2026

GEOTECHNICAL	
Soil Technician (Non-Prevailing Wages)	$101
Sr. Soil Technician (Non-Prevailing Wages)	$119
Geologist II	$200
Supervising Geologist	$226
CAD Operator II	$153
Assistant Engineer I	$144
Assistant Engineer II	$160
Assistant Engineer III	$169
Senior Engineer I	$205
Senior Engineer II	$210
Senior Engineer III	$213
Supervising - Lab Inspector	$148
Field Operations Manager	$159
Supervising Engineer	$226
Principal Project Manager	$247
Principal Engineer	$278
SPECIAL INSPECTION	
Special Inspection (Non-Prevailing Wages)	$101
Supervisor	$178

ADMINISTRATIVE	
Administrative Assistant I	$102
Administrative Assistant II	$123
Administrative Assistant III	$144
EXPERT WITNESS	
Principal Engineer/Geologist	$453

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2025 thru June 30, 2026, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent.

Identification and Index Properties			
In-situ Moisture and Density (ASTM D2937)	$50	per	Test
Grain Size Analysis – Sieve Only (ASTM D6913)	$150	per	Test
Grain Size Analysis – Sieve & Hydrometer (ASTM D6913 & D7928)	$250	per	Test
Percent Passive #200 Sieve (ASTM D1140)	$120	per	Test
Atterberg Limits – Multi Point (ASTM D4318)	$250	per	Test
Atterberg Limits – One Point (ASTM D4318)	$100	per	Test
Specific Gravity (ASTM D854)	$150	per	Test
Sand Equivalent (ASTM D2419)	$168	per	Test
Compaction and Bearing Strength			
Modified Proctor Compaction – Method A or B (ASTM D1557)	$350	per	Test
Modified Proctor Compaction – Method C (ASTM D1557)	$350	per	Test
Compaction (CTM 216)	$285	per	Test
California Bearing Ratio, CBR – 3 Points (ASTM D1883)	$600	per	Test
R-Value	$400	per	Test
Shear Strength			
Torvane / Pocket Penetrometer	$25	per	Test
Direct Shear, Consolidated Drained – 3 Point (ASTM D3080)	$650	per	Test
Direct Shear, Residual – per Point (ASTM D3080)	$220	per	Test
Unconfined Compression (ASTM D2166)	$160	per	Test
Unconsolidated-Undrained (UU)	$250	per	Test
Consolidation, Collapse and Swell			
Consolidation – 8 Load Increments w/ One Time Rate (ASTM D2435)	$600	per	Test
Consolidation – Additional Load Increment (ASTM D2435)	$130	per	Test
Consolidation – Additional Time Rate per Load Increment (ASTM D2435)	$130	per	Test
Collapse Test – Single Point	$130	per	Test
Single Load Swell Test – Ring Sample, Field Moisture (ASTM D4546)	$350	per	Test
Single Load Swell Test – Ring Sample, Air Dried (ASTM D4546)	$350	per	Test
Remolded Sample per Specimen	$95	per	Test
Expansion Index (ASTM D4829 / UBC 29-2)	$200	per	Test
Laboratory Permeability			
Constant Head (ASTM D2434)	$350	per	Test
Falling Head Flexible Wall (ASTM D5084)	$350	per	Test
Triaxial Permeability (EPA 9100)	$400	per	Test
Chemical Tests			
Corrosivity (pH, Resistivity, Sulfates, Chlorides)	$250	per	Test
Organic Contents (ASTM D2974)	$125	per	Test
Asphalt Tests			
Extraction / Asphalt (CTM 382)	$300	per	Test
Hveem / Marshall Maximum Density (CTM 304, 308)	$500	per	Test
Wash Gradation (CTM 202)	$200	per	Test

Unit Testing Rate Sheet*

Effective July 1, 2025 to June 30, 2026

Concrete			
6”x12” & 4"x8" Cylinder Compression Test (ASTM C39)	$50	per	Test
2”, 4” & 6” Diameter Cores Compression Test	$50	per	Test
3”x6” Cylinder Lightweight Concrete Compression Test (ASTM C495)	$50	per	Test
Shotcrete / Gunite Lab Coring & Compression Test (ASTM C42)	$100	per	Test
Unit Weight of Hardened Lightweight Concrete (ASTM C567)	$85	per	Test
Rapid Cure Concrete Cylinders (Boil Method) (ASTM C684)	$100	per	Test
Masonry			
2”x4” Mortar Cylinder Compression Test (ASTM C780)	$50	per	Test
2”x2” Mortar Cube Compression Test (ASTM C109)	$50	per	Test
3”x6” Grout Prism Compression Test (ASTM C1019)	$50	per	Test
CMU Grouted Prism Compression Test, up to 8”x8”x16” (ASTM E447)	$275	per	Test
CMU Grouted Prism Compression Test, larger than 8”x8”x16” (ASTM E447)	$300	per	Test
Steel Reinforcement			
Tensile or Bend Test, up to #8 (ASTM A370)	$200	per	Test
Tensile or Bend Test, #9 to #11 (ASTM A370)	$250	per	Test
Tensile or Bend Test, #14 (ASTM A370)	$300	per	Test
Fireproofing			
Unit Weight (UBC 7-6)	$55	per	Test
Cohesion / Adhesion (UBC 7-6)	$65	per	Test
Non-Destructive Testing (NDT)			
Dye Penetrant Testing	$145	per	Hour
Ultrasonic Testing	$145	per	Hour
Magnetic Particle Testing	$145	per	Hour
Radiographic Testing			Quote
Administrative Services			
Sample Pickup from Field (within 100 miles of lab	$190	per	Trip
Saturday Sample Pickup from Field (within 100 miles of lab	$310	per	Trip
Sunday Sample Pickup from Field (within 100 miles of lab	$310	per	Trip
Mix Design Review	$900	per	Mix
Lab Test Report	$50	per	Report
Field Vehicle Usage (by Soil/Asphalt Technician)	$10	per	Trip
Field Nuclear Gauge Usage (by Soil/Asphalt Technician)	$60	per	Trip

*A not to exceed (NTE) $500 fee will be assessed for field compaction testing when performing by a full time public works inspection or when providing materials inspection at the minimum of 4 hours, as the field compaction tests are included in the material inspector’s hourly rate. If performing public works inspection under 4 hours will be charged for field compaction testing at a unit cost of $75 per test.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of **June 16, 2026** by and between the City of Diamond Bar, a municipal corporation ("City") and **Ninyo & Moore, Inc.**, a California corporation ("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 Traffic and Transportation Engineering 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.

Vivian Chen, Associate Engineer (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 **July 1, 2026**, and shall continue until **June 30, 2029** unless earlier terminated pursuant to the provisions herein.

The City shall have the option to extend this Agreement for **one (1) additional two (2) year term**, 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:

Consultant’s rates shall be fixed during the initial Term of this Agreement. Rate increases in compensation will be only considered in the event the City exercises its option to extend the Agreement and apply as of July 1, 2029. Any rate increase 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 Thousand Dollars and Zero Cents ($100,000.00)** per Fiscal Year 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**.** 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**.** Payment will be made only after submission of proper invoices.

D**.** City will pay Consultant the amount property invoiced within 35 days of receipt.

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.

To the maximum extent permitted by Civil Code section2782.8, 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) Any and all claims for loss, injury to or death of persons or damage to property caused by the negligent professional act or omission in the performance of professional services pursuant to this Agreement.

(4) 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;

(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; and

(5) Professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a combined single limit of $1,000,000. If such insurance is on a claims made basis, Consultant agrees to keep such insurance in full force and effect for at least five years after termination or date of completion of this Agreement.

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. In the case of professional liability insurance, such coverage shall be issued by companies either licensed or admitted to conduct business in the State of California as long as such insurers possess the aforementioned Best's rating.

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 thirty (30) 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 thirtieth (30th) 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. Except as otherwise authorized by the City's Project Manager, Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right in its sole discretion to required Consultant to exclude any employee from performing services on City's premises.

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. Time Is of the Essence. Time is of the essence in this Agreement. Consultant shall do all things necessary and incidental to the prosecution of Consultant's work.

20. Delays and Extensions of Time. Consultant's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Consultant must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Consultant's control. If Consultant believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Consultant be entitled to any claim for lost profits due to any delay, whether caused by the City or due to some other cause.

21. 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.

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

23. 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.

24. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

25. Mediation. Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual

good faith efforts to resolve the same any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

26. 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"
Ninyo and Moore, Inc.	City of Diamond Bar
475 Goddard, Suite 200	21810 Copley Drive
Irvine, CA 92618	Diamond Bar, CA 91765-4178
Attn.: Kurt S. Yoshii, PE, GE	Attn.: Daniel Fox, City Manager
Phone: 949-753-7070	Phone: (909) 839-7010
E-mail: kyoshii@ninyoandmoore.com	E-mail: dfox@diamondbarca.gov

27. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

28. 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.

29. 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"

By: Somitra Guha
Printed Name SAM GUHA
Title: PRINCIPAL ENGINEER / MANAGER

By: _____
Printed Name: _____
Title: _____

"City"

CITY OF DIAMOND BAR

By: _____
Dan Fox, City Manager

ATTEST:

_____
Kristina Santana, City Clerk

Approved as to form:

By: _____
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.*



P04-05386

ninyoandmoore.com

Ninyo & Moore
A SOCOTEC COMPANY

CITY OF DIAMOND BAR CALIFORNIA

REQUEST FOR PROPOSALS for

ON-CALL GEOTECHNICAL ENGINEERING SERVICES

Hal Ghafari, P.E.
Public Works Manager/Assistant City Engineer
City of Diamond Bar
21810 Copley Drive
Diamond Bar, California 91765

April 23, 2026

April 23, 2026
Proposal No. 04-05386

Hal Ghafari, P.E.
Public Works Manager/Assistant City Engineer
City of Diamond Bar
21810 Copley Drive
Diamond Bar, California 91765

Subject: Proposal for On-Call Geotechnical Engineering Services
City of Diamond Bar

Dear Mr. Ghafari:

Ninyo & Moore Geotechnical & Environmental Sciences Consultants (Ninyo & Moore) appreciates your consideration of our proposal to provide geotechnical engineering services for the City of Diamond Bar (City) in response to the City's Request for Proposal (RFP) issued March 17, 2026, Q&A Set 1 and Addendum No. 1 issued April 14, 2026. We fully understand the City's needs and desires for a qualified consultant that can respond quickly and effectively. We are ready to meet the City's requirements by making available dedicated professionals who have the requisite experience and resources to meet your project needs:

Relevant Experience

Ninyo & Moore is very familiar with the City's policies and procedures having provided on-call geotechnical engineering services on various projects since 2006. Ninyo & Moore also has a proven track record for providing similar on-call geotechnical engineering consulting services to many other cities, counties, and other public agencies, including the cities of Los Angeles, Long Beach, La Habra, Brea, Anaheim, Fountain Valley, Newport Beach, Rancho Santa Margarita, Mission Viejo, Riverside, Fontana, Rancho Cucamonga, and Moreno Valley; counties of Los Angeles, Orange, and San Bernardino; the Los Angeles Unified School District, Riverside County Transportation Commission, John Wayne Airport Authority, Orange County Sanitation District, and many other agencies and municipalities. Ninyo & Moore is experienced with the coordination and administration of on-call contracts and can effectively provide responsive and comprehensive services to the City.

Ready to Start Work Immediately

Our staff understands the technical and administrative requirements of on-call contracts as well as the geotechnical conditions throughout the region. In addition, the resources of Ninyo & Moore, one of the largest geotechnical consulting firms in southern California employing 1,700 professionals and possessing five fully-equipped, in-house soil and materials testing laboratories in California (three in southern California), has the manpower and equipment necessary to provide the required services for this contract and we are ready to start work immediately.

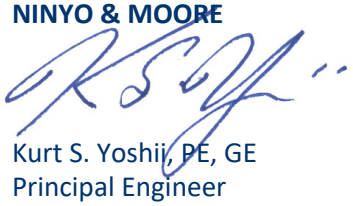
Credentialed Laboratory

Ninyo & Moore's fully equipped, in-house testing laboratories offer full-service field and laboratory testing services for construction materials and geotechnical projects. Our laboratories are accredited by the American Association of State Highway and Transportation Officials (AASHTO re:source), Cement and Concrete Reference Laboratory (CCRL), Caltrans, the Division of the State Architect (DSA), the City of Los Angeles, and many other public agencies.

As the contact person who will be authorized to make representations and bind the terms of this proposal for Ninyo & Moore, I will be readily available and can be reached by telephone at 949.753.7070 ext.12233 and/or email at kurt.yoshii@socotec.us to answer any questions during your evaluation period.

We look forward to the opportunity to discuss our capabilities with you personally. Ninyo & Moore appreciates the City's favorable consideration of our qualifications.

Sincerely,
NINYO & MOORE



Kurt S. Yoshii, PE, GE
Principal Engineer
✉ kurt.yoshii@socotec.us
☎ 949.753.7070 ext. 12233
🌍 www.ninyoandmoore.com

MLP/klb

Distribution: via upload to PlanetBids



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1. Project Team

Staffing Capabilities/Technical Competence

Ninyo & Moore recognizes that the success of a project will depend on staff capabilities and effective project management. Given that necessary technical talent and physical resources are committed to the project, good management becomes the most important item for successful completion of the proposed work. In addition, familiarity with our client's needs and requirements are critical in successfully performing our services to meet or exceed our client's expectations. In order to effectively accomplish our goal of successful completion of our services to our client's satisfaction, our project team will be led and coordinated by our Project Manager, Mr. Matthew Harrel, PG, CEG, QSP/D, QISP, with support from Principal-in-Charge Mr. Kurt Yoshii, PE, GE, and Technical Advisors Soumitra Guha, PhD, PE, GE, and Michael Putt PG, CEG. Resumes of key personnel can be found on the following pages.

Key Personnel	Registrations/ Certifications	Total Years Exp	Years at Ninyo & Moore
Kurt Yoshii, PE, GE Principal-in-Charge	PE 54759 (California); GE 2508 (California) PE 14274 (Nevada); PE 3791862202 (Utah) PE 48007 (Colorado)	35	31
Matthew Harrell, PG, CEG, QSP/D, QISP Project Manager	PG 8412 (California) CEG 2537 (California) QSP/D 571	26	9
Soumitra Guha, PhD, PE, GE Technical Advisor/Geotechnical Engineering	GE 2632 (California) PE 58967 (California)	35	24
Michael Putt, PG, CEG Technical Advisor/Engineering Geology	PG 7581 (California) CEG 2341 (California)	30	18
Jay Recla, ACI, CALTRANS Field Operations Manager	ACI, ICC, CALTRANS, FRP, USDOT Hazmat	30	30



Professional Engineering and Environmental Staff

Ninyo & Moore has a large staff of licensed engineers and geologists available to support task order assignments, including multiple, concurrent assignments, from the City. Ninyo & Moore's geotechnical and environmental project staff brings a wealth of experience and diversity to any project and includes Registered Professional Engineers and Geotechnical Engineers (PE, GE), Professional Geologists, Certified Engineering Geologists, Hydrogeologists, (PG, CEG, CHG), and personnel with other applicable registrations, licenses, and certifications.

Professional Geotechnical Engineering/Geologic	Registrations/ Certifications	Total Years Exp	Years at Ninyo & Moore
Ronald Hallum, PG, CEG Principal Geologist	PG 4766 (California) CEG 1484 (California)	41	31
Garreth Saiki, PE, GE Principal Engineer	PE 49665 (California) GE 2509 (California)	39	27
Michael Rogers, PG, CEG Principal Geologist	PG 7335 (California) CEG 2364 (California)	33	15
Greg Corson, PE, CEG Principal Geologist	CEG 2310 (California) PG 7318 (California)	31	30
Walter Lopez, PE Senior Project Engineer	PE 89695 (California)	25	1
Rajindra Handapangoda, PE, GE Principal Engineer	PE 73171 (California) GE 2998 (California)	21	19
Madan Chirumalla, PE, GE Principal Engineer	PE 74186 (California) GE 3047 (California)	22	15
Bach Tien, PG, CEG Senior Project Geologist	CEG 2783 (California) PG 9310 (California)	19	9
Julianne Padgett, PE, GE Senior Project Engineer	PE 84043 (California) GE 3235 (California)	16	6
Jonathan Levario, PG Project Geologist	PG 9879 (California)	9	4
Spencer Marcinek, PE, GE Principal Engineer	PE 82775 (California) GE 3127 (California)	14	12

Technical Staff Companywide



55

PROFESSIONAL/ GEOTECHNICAL ENGINEERS



41

GEOLOGISTS/ ENGINEERING GEOLOGISTS



240

FIELD TECHNICIANS/ INSPECTORS

Laboratory Technicians, Field Technicians, and Inspectors

Ninyo & Moore's laboratory and field staff is highly experienced and qualified to provide testing and inspection services for an extensive range of project requirements. Ninyo & Moore's field and laboratory technicians maintain certifications with Caltrans, ACI, ICC, AWS-CWI, DSA, BNSF and OSHA, and possess a working knowledge of the requirements and procedures as specified by these agencies. Below is a sampling of our available field and laboratory technicians that are experienced at providing geotechnical soils and materials testing services and special inspection for construction projects.

Team Member	Role	Registrations/Certifications	Years Exp
Steven Eck	Senior Field Technician	ACI, ICC, LADBS, OSHA, USDOT HAZMat	46
Mohammad Haque	Senior Field Technician	ACI, ICC, LADBS, OSHA, USDOT HAZMat	35
Robert Ritter	Special Inspector	ACI, AWS, ICC	34
Lincoln Linn	Senior Field Technician	ACI, ICC, OSHA, USDOT HAZMat	34
Randy Engel	Senior Field Technician	ACI, BNSF, CALTRANS, USDOT HAZMat	32
Danny Chacon	Senior Field Technician	ACI, CALTRANS, ICC, USDOT HAZMat	31
Hector Heredia	Senior Lab Technician	AASHTO, ACI, CALTRANS	27
Vance Hunter	Senior Field Technician	ACI, CALTRANS, eRailSafe, OSHA, USDOT HAZMat	27
Joe Levario	Senior Field Technician	ACI, BNSF, CALTRANS, eRailSafe, OSHA, USDOT HAZMat	22
James Dalgity	Laboratory Manager	ACI, CALTRANS, USDOT HAZMat	21
Matthew Puraty	Senior Field Technician	ACI, CALTRANS, USDOT HAZMat	21
Matthew Jacobs	Senior Field Technician	ACI , CALTRANS, OSHA, USDOT HAZMat	20
Ryan Villasenor	Senior Field Technician	ACI, CALTRANS, ICC, LADBS, FRP, OSHA, USDOT HAZMat	17
Steven Almond	Senior Field Technician	ACI, CALTRANS, ICC, OSHA, TWIC, USDOT HAZMat	16
Wilkins Cobian	Senior Field Technician	ACI, CALTRANS, OSHA, USDOT HAZMat	16
Paul Medina	Special Inspector	ACI, BNSF, CALTRANS, DSA, USDOT HAZMat	13
Kevin Perez	Special Inspector	ACI, AWS, ICC, LADBS	7

3. Project Understanding

Understanding

Ninyo & Moore understands that the City of Diamond Bar is seeking qualified consultants to provide on-call geotechnical engineering services to support a broad range of development review, inspection, and public infrastructure needs throughout the City. The City requires responsive, technically sound support to address challenges inherent to its hillside setting, expansive soils, and variable groundwater conditions, including timely geotechnical plan reviews, grading and compaction inspections, geotechnical investigations, and preparation of technical reports and recommendations for both private development and capital improvement projects. We recognize the importance of meeting required turnaround times, supporting fully electronic plan processing, and providing clear, defensible technical guidance that aligns with City standards and regulatory requirements. Ninyo & Moore is fully capable of delivering the full scope of services identified in the RFP, including construction support, monitoring of slopes and infrastructure, and specialized advisory services as needed, ensuring the City maintains public safety, compliance, and long-term performance of its public and private improvements.

Approach and Methodology

Our approach to on-call service contracts begins with the assignment of a highly qualified and experienced project manager with technical knowledge required for the contract. Our project manager will be the single point-of-contact for the City and will be responsible for contract administration and technical coordination of our staff to perform the required tasks on time and within budget. The overall contract budget and individual task assignment budgets are tracked and maintained and are reported to the client on a monthly basis. Individual task order assignments will be coordinated utilizing our highly experienced staff of licensed civil and geotechnical engineers, registered geologists, certified engineering geologists, hydrogeologists, inspectors, and technicians.



❶ **Develop Scope of Work** – The initial step in our approach is to meet with the City Project manager in order to get a clear understanding of the project and our expected services. For geotechnical peer review and plan check services, we will discuss the project with the City Project Manager and adhere to an agreed upon schedule for reviewing each submittal. For geotechnical investigations and other monitoring or advisory services, we will develop a detailed scope of work, including the number and type of subsurface explorations, laboratory tests, as well as the type of analyses. We will evaluate various subsurface exploration methods to determine the most cost-effective approach to each project. Our reports will be performed in accordance with the City's Building and Safety Code, the Grading Manual, the current Engineering Design & Construction Standards, and the current California Building Code. For the materials testing and inspection services, we will review the approved plans and specifications and will develop a detailed scope of services indicating anticipated man-hours by discipline for the required materials testing and inspection services. We will submit this plan to the City Project Manager for approval and will provide monthly updates to the City Project Manager as construction progresses.

❷ **Project Personnel Utilization** – Upon approval of our scope of work, we will assign the appropriately certified personnel to the project based on the specific needs of the project. Our large pool of licensed professional geotechnical engineers, civil engineers, professional geologists and certified engineering geologists will be utilized for our geotechnical peer review services and geotechnical investigations. Our project management approach and in-house computerized data base ensure that we have the appropriately certified personnel assigned during construction. We will also review the contractor's schedule in order to plan accordingly and anticipate the future inspections and testing requests.

❸ **Sampling Protocol and Document Control** – We will next establish the sampling protocols required for the project, based on the project specifications and the requirements of the City Building Code, plans, specifications, and other governing regulations. Our document control system provides unique identification of daily reports and laboratory conformance testing for each project assignment. These systems are a part of our Quality Systems Program and will be utilized for each task order assignment.

❹ **Establish Communication Lines** – The next step in our approach is to establish the communication lines for the project, including the authorized City representative who will be requesting our services. We will also request the approved distribution list for our inspection reports, daily field reports, and laboratory conformance test results. On past projects, the client's Project Managers have coordinated our services in the field and distributed our reports. On other past projects, we were scheduled by on-site client's representative and distributed our reports to the approved distribution list. We will provide our services to meet the City's needs. Often we will attend pre-construction meetings with the contractor and obtain from the City the approved distribution list for our materials testing and inspection reports as well as our laboratory conformance testing results. We will also provide the City representatives with our personnel's smart phone numbers as well as email addresses for communication during the project. We will also establish the communication lines between the City's Project Manager and Inspector, and the contractors' and sub-contractors' representatives.

❺ **Utilize Our Project Controls** – Ninyo & Moore utilizes an internal project control system that includes budget, schedule, and document review and control. Our project manager will utilize our in-house system to keep the City's Project Manager informed about the status of our services during both our geotechnical investigation phase and for our materials testing and inspection services during construction. We include monthly progress reports indicating the amount billed to date along with a comparison to the overall task order budget and the overall construction schedule. Our quality control includes review of our laboratory conformance test results by a California licensed engineer and geotechnical analysis review by a California licensed Geotechnical Engineer.

❻ **Perform Field and Laboratory Testing** – If necessary, and requested by the City, when construction commences, we can provide the necessary personnel and equipment to inspect and test the construction materials quality and contractor's construction methods in order to document conformance to the project plans and specifications. We will also sample the construction materials as required and perform laboratory conformance tests as specified. The results of our inspections and tests will be forwarded to the City's representatives at the end of each working day. Immediate notification will be provided via phone, and/or email if we find non-conformance in materials or workmanship. Our local laboratory facilities will perform 100 percent of the soils and materials laboratory work for this contract. They are certified in compliance with ASTM E-329 and are approved/accredited by the City of Los Angeles, Division of the State Architect (DSA), Metropolitan Transportation Authority (Metro), Caltrans, American Association of State Highway and Transportation Officials Materials Reference Laboratory (AASHTO resource, formerly, AMRL) and the Cement and Concrete Reference Laboratory (CCRL).

❼ **Quality Assurance Review** – We understand the importance of reliability of our inspections and test results. Therefore, we have a Quality Assurance Plan in place that provides written procedures for our services. Our Quality Assurance Plan is overseen by a California licensed engineer and includes review of our training procedures, as well as participation in third party review and inspection of our facilities. All of our laboratory conformance tests are reviewed by a California licensed engineer prior to submittal.

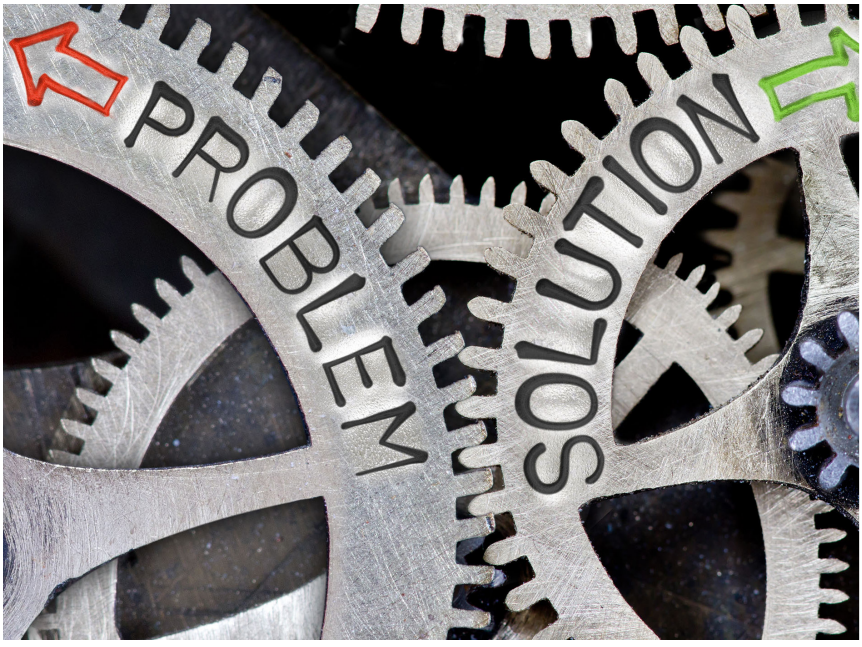
❽ **Reports** – Written reports are required for project documentation. We will submit our written reports, including both our geotechnical investigation report and our written reports during construction, as established in the communications structure for the project that was determined during the project initiation stage. Passing tests and inspections will be filed in accordance with the document control system. Non-conforming reports will be maintained in a non-conformance log that will be maintained by our office. Non-conformance areas will need to be remedied in accordance with the project requirements. When non-conforming materials or workmanship are remedied, we will document the acceptance in the non-conformance log for project close-out purposes.

❾ **Project Close-Out** – The final step in our approach is the closing out of the project and providing the project documentation, as it relates to materials testing and inspection, to the City.

Anticipated Challenges

Given the City of Diamond Bar's hillside setting, varied geologic conditions, and the need for timely reviews and inspections, several challenges may arise in delivering on-call geotechnical engineering services.

Challenge		Solution
Geologic	The first anticipated challenge involves the City's complex topography, including expansive soils, slope instability, and high groundwater conditions that can impact both private development and public infrastructure.	To address this, Ninyo & Moore's team will apply proven geotechnical investigation methodologies, perform thorough evaluations, and provide clear and defensible recommendations tailored to site-specific conditions.
Rapid Response And Strict Turnaround Times	A second challenge relates to the City's requirement for rapid response and strict turnaround times, including 48-hour inspection availability and 10-business-day plan review deadlines.	To ensure consistent responsiveness, Ninyo & Moore maintains dedicated staffing resources, streamlined internal QA/QC workflows, and digital tools that support efficient plan review, reporting, and communication. This allows us to reliably meet the City's scheduling needs even during periods of heightened development or overlapping task orders.
Electronic Plan Submittals	Another challenge is the City's exclusive use of electronic plan submittals, requiring consultants to efficiently process digital documents, return annotated plan checks, and participate in virtual coordination.	Ninyo & Moore's team is fully equipped with secure electronic review platforms, standardized comment templates, and remote collaboration capabilities to support seamless digital processing.
Specialized Or Urgent Services	Additionally, the City may require assistance with specialized or urgent services, such as geotechnical monitoring, forensic evaluations, or support during emergency situations.	Ninyo & Moore is prepared to respond by leveraging our licensed geotechnical engineers, engineering geologists, and field technicians who can mobilize quickly, assess conditions, provide immediate stabilization recommendations, and deliver well-documented technical assessments as needed.



Through proactive planning, strong technical expertise, and efficient communication, Ninyo & Moore is well-positioned to meet these anticipated challenges while providing responsive, high-quality geotechnical services that support the City's development and infrastructure goals.

4. Schedule



4. Schedule

Schedule

Ninyo & Moore recognizes that a major element of project success is the degree to which schedules and budgets are met. Ninyo & Moore has extensive experience in providing expedited geotechnical peer review and plan check services and we will adhere to the City's 10-day turn-around-time for standard plan check services. We will also provide inspection services within 48 hours of receiving the request, or sooner. Our project manager will be responsible for the overall schedule, quality control, budget control, staff assignments, and client coordination with support from our principal engineer, as-needed, to ensure responsive, quality service is provided to the City. Project management is an on-going task and our project manager will be committed to this project. Key elements of our standard approach to managing project schedule include:

- Thoroughly review all documents associated with a project site.
- Meet with the City team and any associated stakeholders or consultants to review the project scope and proposed plans to develop a mutual understanding of the necessary tasks, schedule, budget, and impact on other projects and/or adjacent sites.
- Clearly communicate the scope of work, schedule, and roles and responsibilities to all team members.
- Implement cost and schedule control monitoring/forecasting procedures using our in-house, cloud-based accounting system, Deltek Vision.
- Tailor quality assurance/quality control (QA/QC) plans to the project.
- Conduct regularly scheduled meetings with project team and District.
- Communicate any schedule delays and take immediate corrective action in order to correct the course of the project.



1 Schedule

After reviewing the final scope of work with the City to clarify the project, we will prepare a schedule for our services which will include project milestone deadlines. This schedule will be monitored and updated during project performance and City staff will be notified as any foreseeable changes to the schedule may be required along with a detailed explanation for the requested schedule change.

2 Communication

Both written and verbal communications are keys to successful contract management. We will utilize our in-house data records management systems for file records. Project-related documents will be maintained in our files and are available for the City's review at any time.

3 Response Procedures

Our efficient in-house scheduling system allows us to promptly assign qualified and certified staff to project tasks. Last-minute schedule changes are communicated to our team through individually assigned smartphones, equipped with email and text messaging capabilities, and a voicemail system that alerts both office and field staff.

5. Fee Proposal

Per the City's RFP, *General Terms & Conditions, No. 13 (Fee Proposal)*, we are uploading our fee schedule as a separate document.

As described in Section 3 of this proposal, for geotechnical investigations, construction inspection services, and monitoring, evaluation, and advisory services, we will meet with the City's project manager to develop a detailed scope of work including estimated staff types, the estimated staff hours, and the fee. Our estimated hours and fee will be tailored to the individual needs of each project for review by the City.

For land development services including geotechnical peer review services of geotechnical reports, grading plans, and foundation plans, we have provided the tables below that provide the estimated level of effort for standard geotechnical reviews. The estimated hours include review of the initial submittal, review of the 2nd submittal response to comments, and if needed, review of a 3rd submittal. A review comment letter will be issued for each submittal, including a final "approval" letter when all comments have been addressed satisfactorily.

Breakdown of Estimated Hours for Standard Plan Check Reviews		
Peer Review 1st Submittal		
Principal Geologist	5	hours
Principal Engineer	2	hours
Data Processor	1	hour
Total Estimated Hours (1st Submittal)	8	hours
Peer Review 2nd Submittal		
Principal Geologist	3	hours
Principal Engineer	1	hour
Data Processor	1	hour
Total Estimated Hours (2nd Submittal)	5	hours
Peer Review 3rd Submittal (if needed)		
Principal Geologist	2	hours
Principal Engineer	1	hour
Data Processor	1	hour
Total Estimated Hours (3rd Submittal)	4	hours
Total Estimated Hours	**17**	**Hours**

For complex projects such as large commercial and/or residential developments we will perform a cursory review of the submitted documents and provide the City project manager with our estimated level of effort.

6. Agreement

Ninyo & Moore acknowledges receipt of Attachment 1, the City's Consultant Services Agreement, and confirms that all terms and conditions contained therein are acceptable. Ninyo & Moore agrees to comply with the Agreement in full and understands that no exceptions or modifications are permitted.



FAMILIARITY WITH PUBLIC AGENCIES

The Ninyo & Moore Contract Team has extensive knowledge of applicable standards, regulations, codes and guidelines pertaining to geotechnical services in California. All work is performed in accordance with applicable federal, state, and local statutes, regulations, standards and guidelines.

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 250
Senior Engineer/Geologist/Environmental Scientist	$ 235
Senior Project Engineer/Geologist/Environmental Scientist	$ 220
Project Engineer/Geologist/Environmental Scientist	$ 210
Senior Staff Engineer/Geologist/Environmental Scientist	$ 200
Staff Engineer/Geologist/Environmental Scientist	$ 180
GIS Analyst	$ 160
Technical Illustrator/CAD Operator	$ 140

Field Staff

Certified Asbestos/Lead Technician	$ 220
Field Operations Manager	$ 150
Nondestructive Examination Technician (UT, MT, LP)	$ 145
Supervisory Technician	$ 140
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 135
Senior Technician	$ 135
Technician	$ 130

Administrative Staff

Information Specialist	$ 120
Geotechnical/Environmental/Laboratory Assistant	$ 120
Data Processor	$ 95

Other Charges

Concrete Coring Equipment (includes technician)	$ 190/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 25/hr
Vapor Emission Kit	$ 65/kit
Nuclear Density Gauge	$ 15/hr
X-Ray Fluorescence	$ 70/hr
PID/FID	$ 25/hr
Air Sampling Pump	$ 10/hr
Field Vehicle	$ 15/hr
Equipment	$ 15/hr
Expert Witness Testimony	$ 450/hr
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

Notes

Technicians and special inspectors, are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	$ 170
California Bearing Ratio (CBR), D 1883	$ 550
Chloride and Sulfate Content, CT 417 & CT 422	$ 175
Consolidation, D 2435, CT 219	$ 300
Consolidation, Hydro-Collapse only, D 2435	$ 150
Consolidation – Time Rate, D 2435, CT 219	$ 200
Direct Shear – Remolded, D 3080	$ 350
Direct Shear – Undisturbed, D 3080	$ 300
Durability Index, CT 229	$ 175
Expansion Index, D 4829, IBC 18-3	$ 190
Expansion Potential (Method A), D 4546	$ 170
Geofabric Tensile and Elongation Test, D 4632	$ 200
Hydraulic Conductivity, D 5084	$ 350
Hydrometer Analysis, D 6913, CT 203	$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	$ 120
Moisture Only, D 2216, CT 226	$ 35
Moisture and Density, D 2937	$ 45
Permeability, CH, D 2434, CT 220	$ 300
pH and Resistivity, CT 643	$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	$ 220
Proctor Density with Rock Correction D 1557	$ 340
R-value, D 2844, CT 301	$ 375
Sand Equivalent, D 2419, CT 217	$ 125
Sieve Analysis, D 6913, CT 202	$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	$ 100
Specific Gravity, D 854	$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	$ 925
Triaxial Shear, C.D, D 4767, T 297	$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	$ 350
Triaxial Shear, U.U., D 2850	$ 250
Unconfined Compression, D 2166, T 208	$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	$ 70
Brick Compression Test, C 67	$ 55
Brick Efflorescence, C 67	$ 55
Brick Modulus of Rupture, C 67	$ 50
Brick Moisture as received, C 67	$ 45
Brick Saturation Coefficient, C 67	$ 60
Concrete Block Compression Test, 8x8x16, C 140	$ 70
Concrete Block Conformance Package, C 90	$ 500
Concrete Block Linear Shrinkage, C 426	$ 200
Concrete Block Unit Weight and Absorption, C 140	$ 70
Cores, Compression or Shear Bond, CA Code	$ 70
Masonry Grout, 3x3x6 prism compression, C 39	$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	$ 35
Masonry Prism, half size, compression, C 1019	$ 120
Masonry Prism, Full size, compression, C 1019	$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	$ 135
Fireproofing Density Test, UBC 7-6	$ 90
Hardness Test, Rockwell, A 370	$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	$ 175
Pre-Stress Strand (7 wire), A 416	$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	$ 35
Concrete Mix Design Review, Job Spec	$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	$ 850
Concrete Cores, Compression (excludes sampling), C 42	$ 120
Drying Shrinkage, C 157	$ 400
Flexural Test, C 78	$ 85
Flexural Test, C 293	$ 85
Flexural Test, CT 523	$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	$ 275
Lightweight Concrete Fill, Compression, C 495	$ 80
Petrographic Analysis, C 856	$ 2,000
Restrained Expansion of Shrinkage Compensation	$ 450
Splitting Tensile Strength, C 496	$ 100
3x6 Grout, (CLSM), C 39	$ 55
2x2x2 Non-Shrink Grout, C 109	$ 55

ASPHALT

Air Voids, T 269	$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	$ 4,500
Asphalt Mix Design Review, Job Spec	$ 180
Dust Proportioning, CT LP-4	$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	$ 150
Film Stripping, CT 302	$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	$ 225
Marshall Stability, Flow and Unit Weight, T 245	$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	$ 150
Moisture Content, CT 370	$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	$ 1,000
Slurry Wet Track Abrasion, D 3910	$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	$ 4,900
Superpave, Gyratory Unit Wt., T 312	$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	$ 1,000
Unit Weight sample or core, D 2726, CT 308	$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	$ 90
Voids filled with Asphalt, (VFA) CT LP-3	$ 90
Wax Density, D 1188	$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	$ 180
Cleanness Value, CT 227	$ 180
Crushed Particles, CT 205	$ 175
Durability, Coarse or Fine, CT 229	$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	$ 180
Flat and Elongated Particle, D 4791	$ 220
Lightweight Particles, C 123	$ 180
Los Angeles Abrasion, C 131 or C 535	$ 200
Material Finer than No. 200 Sieve by Washing, C 117	$ 90
Organic Impurities, C 40	$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	$ 475
Sand Equivalent, T 176, CT 217	$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	$ 145
Sodium Sulfate Soundness, C 88	$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	$ 250
Roofing Tile Strength Test, (set of 5), C 67	$ 250

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of **June 16, 2026** by and between the City of Diamond Bar, a municipal corporation ("City") and **Converse Consultants.**, a California corporation ("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 Traffic and Transportation Engineering 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.

Vivian Chen, Associate Engineer (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 **July 1, 2026**, and shall continue until **June 30, 2029** unless earlier terminated pursuant to the provisions herein.

The City shall have the option to extend this Agreement for **one (1) additional two (2) year term**, 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:

Consultant’s rates shall be fixed during the initial Term of this Agreement. Rate increases in compensation will be only considered in the event the City exercises its option to extend the Agreement and apply as of July 1, 2029. Any rate increase 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 Thousand Dollars and Zero Cents ($100,000.00)** per Fiscal Year 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**.** 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**.** Payment will be made only after submission of proper invoices.

D**.** City will pay Consultant the amount property invoiced within 35 days of receipt.

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.

To the maximum extent permitted by Civil Code section2782.8, 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) Any and all claims for loss, injury to or death of persons or damage to property caused by the negligent professional act or omission in the performance of professional services pursuant to this Agreement.

(4) 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;

(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; and

(5) Professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a combined single limit of $1,000,000. If such insurance is on a claims made basis, Consultant agrees to keep such insurance in full force and effect for at least five years after termination or date of completion of this Agreement.

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. In the case of professional liability insurance, such coverage shall be issued by companies either licensed or admitted to conduct business in the State of California as long as such insurers possess the aforementioned Best's rating.

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 thirty (30) 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 thirtieth (30th) 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. Except as otherwise authorized by the City's Project Manager, Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right in its sole discretion to required Consultant to exclude any employee from performing services on City's premises.

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. Time Is of the Essence. Time is of the essence in this Agreement. Consultant shall do all things necessary and incidental to the prosecution of Consultant's work.

20. Delays and Extensions of Time. Consultant's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Consultant must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Consultant's control. If Consultant believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Consultant be entitled to any claim for lost profits due to any delay, whether caused by the City or due to some other cause.

21. 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.

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

23. 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.

24. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

25. Mediation. Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual

good faith efforts to resolve the same any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

26. 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"
Converse Consultants	City of Diamond Bar
717 S. Myrtle Ave	21810 Copley Drive
Monrovia, CA 91016	Diamond Bar, CA 91765-4178
Attn.: Siva K Sivathasan, PE, GE	Attn.: Daniel Fox, City Manager
Phone: 626-930-1275	Phone: (909) 839-7010
E-mail: converse@converseconsultants.com	E-mail: dfox@diamondbarca.gov

27. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

28. 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.

29. 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"

By: Sivathasan
Printed Name SIVA K. SIVATHASAN
Title: President

By: _____
Printed Name: _____
Title: _____

"City"

CITY OF DIAMOND BAR

By: _____
Dan Fox, City Manager

ATTEST:

_____
Kristina Santana, City Clerk

Approved as to form:

By: _____
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.*

Converse Consultants
Geotechnical Engineering
Environmental & Groundwater Science
Inspection & Testing Services









PROPOSAL/STATEMENT OF QUALIFICATIONS

TO PROVIDE PROFESSIONAL ON-CALL GEOTECHNICAL ENGINEERING SERVICES
DIAMOND BAR, CALIFORNIA

CONVERSE PROJECT NO. 26-31-159-00

CITY OF DIAMOND BAR CALIFORNIA

Presented To:

CITY OF DIAMOND BAR
Mr. Hal Ghafari, P.E.
Public Works Manager/
Assistant City Engineer
21810 Copley Drive
Diamond Bar, CA 91765

Presented By:

CONVERSE CONSULTANTS
Siva K. Sivathasan, PhD, PE, GE
717 S. Myrtle Avenue
Monrovia, CA 91016
626-930-1275

April 23, 2026

CITY OF DIAMOND BAR CALIFORNIA

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSALS
ON-CALL GEOTECHNICAL ENGINEERING SERVICES

ADDENDUM NO. 1

The following changes to the Request for Proposal for the above project shall be incorporated into the Request for Proposal as part of this project.

The Consultant shall sign this page as acknowledgement of receipt of Addendum No. 1 and attach it to the proposal.

David G. Liu, P.E. Date
Director of Public Works/City Engineer

4/15/26
Consultant's Authorized Signature

Converse Consultants
Geotechnical Engineering & Consulting, Environmental & Groundwater Science, Materials Testing & Inspection Services

April 23, 2026

Mr. Hal Ghafari, PE
Public Works Manager/Assistant City Engineer
City of Diamond Bar
Department of Public Works
21810 Copley Drive
Diamond Bar, CA 91765

Subject: **PROPOSAL TO PROVIDE ON-CALL GEOTECHNICAL ENGINEERING SERVICES**
City of Diamond Bar, Los Angeles County, California
Converse Project No. 26-31-159-00

Dear Mr. Ghafari:

THE CONVERSE PROFESSIONAL GROUP, dba Converse Consultants (Converse), appreciates the opportunity to submit our proposal to provide on-call geotechnical engineering services for the City of Diamond Bar (City). In preparation for this proposal, we have reviewed the Request for Proposal (RFP) issued on March 17, 2026, and Addendum 1, issued April 15, 2026.

Converse is familiar with the geotechnical challenges faced by the City, including expansive soils, challenging topography, and high groundwater tables. We have a long history of working in Pomona and Walnut and can apply the knowledge we have gained to projects you have.

We are also aware of other challenges, such as addressing potential issues related to aging infrastructure, and will do what we can to help the City address or mitigate those concerns.

Converse has provided consulting services to public municipalities and private agencies in Southern California for over 80 years. Our services include geotechnical engineering, engineering geology, groundwater sciences, soils and materials testing and inspection, and environmental sciences. Our professional and technical staff of in-house geotechnical engineers, engineering geologists, deputy inspectors, laboratory and field technicians, environmental scientists, drafting/CAD specialists, and other specialized support personnel are dedicated to developing long-term relationships through responsive and quality service.

Our collective experience not only means savings for our clients, but assurance of our ability to verify all deliverables are submitted on schedule and within budget. Converse has two full-service in-house laboratories where we can perform all geotechnical testing that may be required for your projects. Our laboratory is approved by various certifying agencies, including Caltrans and American Association of State Highway and Transportation Officials, and is supervised by a registered geotechnical engineer to ensure quality control. Additionally, in order to maintain our accreditations, we participate in yearly proficiency sample testing for various materials such as aggregate, concrete, masonry, reinforcing steel, and soil. All laboratory equipment is calibrated regularly, and our laboratory services are available 24 hours a day, seven days a week.

The Converse team prioritizes quality, safety, and compliance while fostering a positive and collaborative relationship between all stakeholders on the project. Key aspects of the project will include on-site continuous inspection, proper certification, and adherence to ethical principles.

We agree to all General Contract Provisions, terms, and conditions, up to and including Attachment 1 (the City's Consultant Services Agreement).

We look forward to working with you. Please feel free to contact the undersigned at 626-930-1275 if you have any questions or need additional information.

Sincerely,

CONVERSE CONSULTANTS



Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
President / Principal Engineer

Encl: Proposal

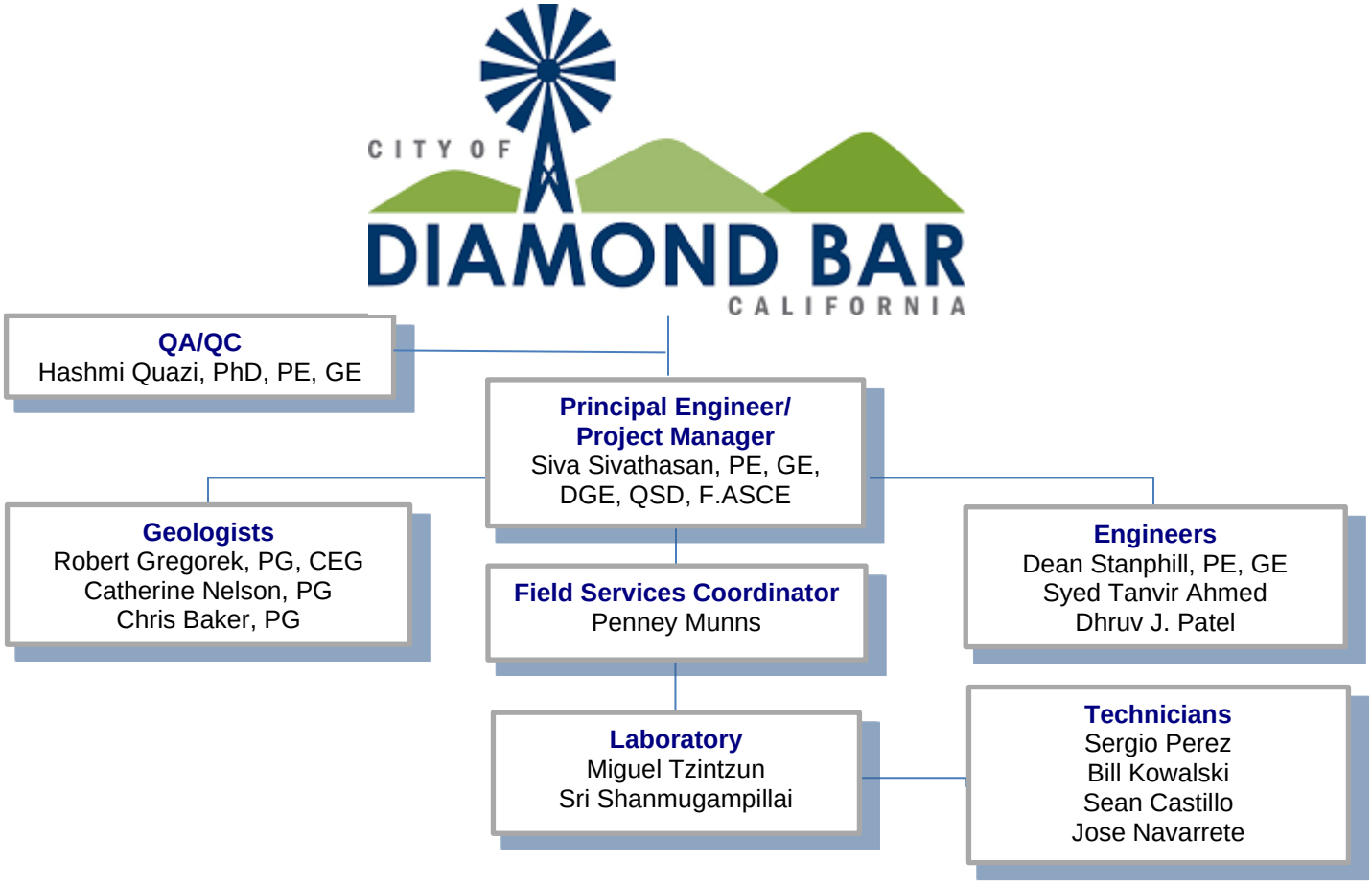
SKS:ed

1. Project Team

Converse has the staff and technical expertise to perform the scope of work for the City's on-call projects. Our field personnel will have all appropriate certifications and experience for the tasks they are performing. An organization chart of the staff available to provide services for this procurement is provided below.

Converse is aware that it is the City's preference to have key personnel identified in the Organizational Chart to remain during the term of the agreement, and we are in agreement with the restrictions to changes in key personnel. After contract execution, Converse will not substitute key personnel (project manager and others listed by name in the cost proposal) or subconsultants without prior written approval from the City. We will request and justify the need for the substitution and obtain approval from the City prior to use of a different subconsultant on the contract. The proposed substituted team member will be as qualified as the original, and at the same or lower cost. For engineering types of Converse contracts, Converse's project manager is a registered engineer in the State of California.

Organizational Chart



Staff Matrix

Below we identify the experience of the personnel assigned and briefly outline their qualifications.

ENGINEERS / GEOLOGISTS			
Name	**Duties**	**Certifications**	**Years of Exp.**
Hashmi Quazi	QA/QC	Ph.D., PE, GE	39
Siva Sivathasan	Principal Engineer/Project Manager	PhD, PE, GE, DGE, QSD, F.ASCE	32
Dean Stanphill	Principal Engineer	MBE, PE, GE	45
Robert Gregorek	Senior Geologist	BS, PG, CEG	46
Catherine Nelson	Project Geologist	BS, PG	6
Christopher Baker	Project Geologist	BS, PG	10

FIELD TECHNICIANS			
Name	**Duties**	**Certifications**	**Years of Exp.**
Sergio Perez	Lead Technician	Caltrans 125, 216, 231, 504, 518, 533, 539, 556, 557, ACI Certified Grade I, Nuclear Gauge, ICC Struct. Concrete, ICC Masonry, ICC Fireproofing	22
Bill Kowalski	Technician	Caltrans 125, 231, 504, 518, 539, 540, 543, 556, 557, ACI Certified Field Tech Grade I, Nuclear Gauge	23
Sean Castillo	Technician	Caltrans 216, 231, Nuclear Gauge, ACI Grade I	19
Jose Navarrete	Technician	Nuclear Gauge, ACI Grade I, Caltrans 125, 216, 231	21

LABORATORY TECHNICIANS			
Name	**Duties**	**Certifications**	**Years of Exp.**
Christian Quintero	Lab Technician	Caltrans 125, 521, ACI Grade I	9
Mark Santano	Lab Technician	ACI Grade I, Nuclear Gauge	9

Key resumes start on the next page.

3. Project Understanding

Understanding of City's Challenges

The City of Diamond Bar is primarily a bedroom community, and as such may face significant financial challenges centered on a structural budget deficit where costs for public safety and infrastructure services outpace revenue. Addressing long-term fiscal sustainability is key, as well as maintaining the City's population and revenue base to ensure steady tax revenue. Managing housing affordability, ensuring compliance with state requirements, and addressing the deterioration of existing residential structures are likely ongoing concerns, as well as addressing traffic congestion at key freeway intersections (60 and 57) and responding to regional air quality concerns.

Diamond Bar is a safe, family-oriented community with excellent schools, well-maintained streets and sidewalks, and beautiful parks. The City has been prudent in its annual budget planning, and City employees and residents understand Diamond Bar's challenges and share a commitment to maintaining its quality of life. There will continue to be ongoing discussions regarding planning for long-term solutions and continuing to assess challenges. Converse would like to assist the City where possible. We tend to be conservative in our pricing and have significant experience in the area.

Approach

We understand that the City anticipates scope in the following categories:

Category A. - Land Development Services, for which Converse will perform the following tasks:

1. Pre-Entitlement Review

- Preliminary review of proposed private development projects prior to Planning Commission or City Council consideration.
- Review of geotechnical reports, grading plans, and related technical documents associated with subdivisions, commercial developments, and other private projects.
- Participation in meetings with City staff, applicants, and others as requested, either virtually or in person.

2. Permitting and Final Plan Review

- Review and recommend approval of geotechnical reports, grading plans, and related documents for entitled projects during the permitting phase.
- written comments, redline markups, and technical recommendations consistent with City standards and applicable codes.

3. Construction Inspection and Field Services

- Inspection services for grading, compaction, and other geotechnical-related construction activities associated with private development.
- Inspection services in a timely manner, generally within forty-eight (48) hours of request, as coordinated with the City.

4. Meetings and Coordination

- Attendance at pre-construction meetings, design review meetings, construction coordination meetings, and other meetings, as requested by the City.
- Clarification and technical support throughout the duration of each assigned project.

5. Plan Check Processing Requirements

- Receipt, review, and return of all plan check submittals, comments, and redline markups electronically.
- Standard plan check reviews, to be completed within ten (10) business days of receipt unless otherwise directed by the City.
- For complex projects, including subdivisions or large commercial developments, review of timelines, which may be negotiated on a case-by-case basis.
- For complex projects, including subdivisions or large commercial developments, review of timelines, which may be coordinated with the City on a case-by-case basis.

Category B. - General Engineering Services, for which Converse will perform the following tasks:

1. Geotechnical Investigations and Design

- Soils investigations, analysis, testing, and geotechnical engineering evaluations for public improvement projects.
- Technical studies, calculations, reports, plans, specifications, and recommendations related to geotechnical conditions.

2. Construction Inspection for Public Projects

- Inspection services for grading, slope stabilization, street improvements, and miscellaneous facility improvements within public rights-of-way or on public property, including parks and City facilities.

3. Monitoring, Evaluation, and Advisory Services

- Geotechnical monitoring services for existing infrastructure, including but not limited to roadways, slopes, retaining structures, and other improvements. Services may include periodic site observations, condition assessments, instrumentation monitoring, documentation of observed conditions, and preparation of technical memoranda or reports summarizing findings and recommendations.

4. Other Geotechnical-Related Services

- Geotechnical engineering-related tasks as requested by the City that are consistent with the qualifications of a California-licensed Geotechnical Engineer. Such services may include, but are not limited to, forensic evaluations, peer review, technical advisory services, emergency response support, and specialized analyses related to soil, foundation, slope, and earthwork performance.

Methodology

Our approach differs according to the kind of project we undertake. However, all of our projects start with a kick-off meeting in which the project's goals, schedule, and other important factors are established. The project is guided on the following factors:

Project Controls

Prior to initiation of a project, we prepare a proposal which will list the various tasks, the duration of each, and overall cost. We meet with your project manager and go over our scope and budget, and adjust the scope and budget as agreed upon prior to signing a contract.

During the course of the project, our project manager will monitor the amount of work performed and budget expended on a weekly basis. She or he will update the budget tracking sheet and keep the City's representative informed of the budget status. The project manager will identify the disposition of any requests for work that falls outside of our initial scope of work and budget. She or he will seek the City's representative before providing the services. If more testing is requested than initially planned or if the contractor is behind schedule, we will meet with the City's representative to discuss how our scope of work can be modified to keep our cost within budget. Our goal will be to be proactive in controlling the budget and managing the schedule. As the City's partner, we will do what it takes to deliver projects on time and within budget.

Quality Control/Quality Assurance (QA/QC)

Schedule maintenance for geotechnical investigation and materials testing and inspection projects is a matter of technical expertise, availability of qualified personnel, and internal quality controls. Our professional and field staff understand the necessity of proceeding on schedule through design and construction projects.

For the design phase of a project our project manager will acquire and review any and all permits, reports, and other pertinent documentation from the client prior to the start of a project. The professional staff will conduct a field reconnaissance to map any surface conditions. Our staff will provide the client with any pertinent information that may affect the schedule and/or project budget.

For the construction phase of a project our project manager will acquire project plans, specifications, reports and any other pertinent documentation from the client or contractor prior to the start of the project. Schedule maintenance for materials testing and inspection projects is a matter of technical expertise, availability of qualified personnel, and internal quality controls. Our field staff and contract managers understand the necessity of proceeding on schedule through new construction and rehabilitation projects. To maximize our efficiency, we typically dispatch field technicians with multiple relevant certifications. Depending on the sequencing of construction activities, one person can observe and test several items in one day on each site or between sites. In addition, certified laboratories are available 24 hours a day, 7 days a week to accommodate fluctuations in testing needs. Typical turnaround time for lab results is 48 hours, or when due.

Communication Plan

Converse starts each assignment by carefully selecting its team. These team members are experienced and certified in multiple disciplines and have worked on various projects together. This built-in efficiency saves project time and money, but also enhances communication among members.

Project Management: Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE will be the main point of contact and project manager. At the beginning of the project, Dr. Sivathasan will collect all the project-specific information from the City project manager and prepare a project-specific scope and fee estimate and assemble a highly qualified team with appropriate experience. He will work with your project manager on field coordination, field work, and report progress and finalizing the reports.

For the construction projects during construction, he will discuss the contractor's progress with your project manager weekly and work with our field services coordinator and field personnel to forecast the staffing hours of all inspection and testing activities. Based on the contractor schedule and sequencing of activities, he can project the staff requirements.

Scheduling and Service Coordination/Dispatcher: Our Field Services Coordinator (FSC) is the single point of contact to take requests for our services from the City. We request 24 hours advance notice; however, due to our proximity to your sites and amount of field personnel on staff and from our subs, we will be on-site whenever you need us.

Based on the specific project requirements, the FSC coordinates with the project manager and Lead Technician daily and schedules field personnel to be at the site on the day and time requested. With this single point of contact, we effectively reduce the chances of miscommunication and/or technicians' failure to be at the site on time. Our FSC is available between 7:30 a.m. and 5:00 p.m. Service requests can be accommodated all seven (7) days of the week, except holidays. Due to our wide array of available staff, we can also accommodate multiple technician requests on weekends.

Communication: Scheduling of available staff and projects is coordinated through weekly office meetings. Our project managers are always available to staff and will be in constant contact with the Principal-in-Charge.

4. Schedule

To prepare a geotechnical investigation report, we will prepare a proposal listing the various tasks and the associated cost for each task. We will also include a schedule when the final report is delivered. Typically, it varies from two to four weeks, depending on the size and complexity of the project. Our designated project manager will be responsible for delivering the project to the City on schedule and within budget unless an event occurs beyond our control. During construction, our schedule is dictated by contractor's schedule and sequencing of activities. Prior to initiation of a project, we will prepare a proposal which will list the various tasks, the duration of each and overall cost. We will meet with your project manager and go over our scope and budget. We will adjust the scope and budget as agreed upon by the project manager prior to signing a contract.

Below is a general schedule framework demonstrating Converse's responsiveness to City requests:

Typical Geotechnical Services Schedule (Small to Mid-Size Project)

- **Week 1: Project Initiation & Setup**
  - Initiate request and review project plans.
  - Secure permits and Right of Entry.
  - Schedule utility clearances (e.g., USA North/DigAlert).
- **Week 2: Field Investigation**
  - Mobilize drill rigs and personnel to the site.
  - Execute soil boring, rock coring, or test pit excavation.
  - Perform in-situ testing (e.g., SPT, cone penetration test).
- **Week 3-4: Laboratory Testing**
  - Transport samples to the lab.
  - Perform classification tests (moisture content, Atterberg limits).
  - Conduct strength/consolidation tests (direct shear, triaxial).
- **Week 5-6: Data Analysis & Reporting**
  - Analyze data and perform geotechnical engineering calculations.
  - Draft boring logs and site maps.
  - Prepare final report with foundation and design recommendations.

Key Scheduling Milestones

- **Mobilization:** 1–3 days.
- **Fieldwork Duration:** 1–5 days (varies by depth/number of borings).
- **Lab Testing:** 1–2 weeks.
- **Final Report Submittal:** ~4 weeks after Notice to Proceed.

Factors Affecting Schedule

- **Site Access/Traffic Control:** Restricted areas or high-traffic areas increase permitting time.
- **Environmental Concerns:** Contaminated sites require specialized handling.
- **Weather:** Heavy rain or freezing conditions can delay drilling.
- **Groundwater Monitoring:** Longer timelines if multi-week, post-drilling groundwater monitoring is required.

Introduction
It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2029.

Hourly Charges for Personnel
Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (hourly rate including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	$156
DSA Masonry Inspector	156
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	161
Coating Inspector/Coring Technician	161
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	156
Sample Pick-Up	60

Professional Services (consultation for field and office, if requested)

Staff Professional	$156
Senior Staff Professional	161
Project Professional	170
Project Manager	180
Senior Professional	185
Principal Professional	225
Principal Consultant	235

Laboratory Testing

Laboratory Technician (see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	Per Test
Laboratory Supervisor	$100

Office Support

Clerical/Word Processing	$95
Drafting	95
CAD Operator/Drafting Manager	100

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses
1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS milage rate per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices
1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions
The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

CONVERSE CONSULTANTS
Schedule of Fees – Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project. This fee schedule is valid through December 31, 2029.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488	20.00
Engineering Classification, ASTM D2487	25.00
Moisture Content and Dry (bulk) Density,	
ASTM D2216 and D2937	25.00
Moisture Content, ASTM D2216	20.00
Shrinkage Limit, ASTM D4943	85.00
Atterberg Limits, ASTM D4318	
Several points	150.00
One Point	50.00
Particle Size Analysis, ASTM D6913	
Fine Sieve, from +#200 to #4	100.00
Coarse and Fine Sieve, from #200 to 3 in	180.00
Hydrometer	120.00
Percent Passing #200 Sieve, ASTM D1140	80.00
Specific Gravity	
Fine, passing #4 sieve, ASTM D854	100.00
Coarse, retained on #4 sieve, ASTM C127	100.00
Sand Equivalent Test, ASTM D2419	130.00
Double Hydrometer Dispersion, ASTM D4221	150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557	
Method A or B	210.00
Method C, 6” mold	220.00
California Impact Method, Caltrans 216	220.00
R-value, ASTM D2844 and CTM301	280.00
California Bearing Ratio (CBR), ASTM D1883	
1 Point	550.00
3 Points	750.00
Relative Density	
0.1 Cubic Foot Mold	200.00
0.5 Cubic Foot Mold	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	25.00
Direct Shear	
Quick Test	75.00
Consolidated, Drained, granular soil, ASTM D3080	230.00
Consolidated, Drained, fine grained soil, ASTM D3080	260.00
Consolidated, Undrained, fine grained soil	230.00
Residual Strength, per cycle	70.00
Remolded Specimens	70.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM D2166	150.00
Unconsolidated, Undrained, ASTM D2850	160.00
Consolidated, Undrained, per point	700.00
Consolidated, Drained, per point	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimen	90.00

CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE (ASTM D4546) TESTS

8 Load Increments	260.00
Additional Load Increment	50.00
Time-Ratio, per load increment	90.00
Single Point, collapse test	90.00
Single Load Swell, ASTM D4546	
Ring Sample, Field Moisture	95.00
Ring Sample, Air Dried	95.00
Remolded Sample	70.00
Expansion Index Test, UBC 29-2/ASTM D4829	140.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen	60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	225.00
Organic Content, ASTM D2974	100.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2026.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A $5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of $50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2029.

AGGREGATES
Moisture Content, ASTM D2216 ..... 25.00
Particle Size Analysis
- Coarse, ASTM C136, each 120.00
- Coarse and Fine, ASTM C136 & C137), each 180.00

Specific Gravity & Absorption
- Coarse Aggregate, ASTM C127 ..... 115.00
- Fine Aggregate, ASTM C128 ..... 175.00
- Unit Weight per Cubic Foot, ASTM C29 ..... 75.00
- Soundness, Sodium or Magnesium, ASTM C88, each 550.00
- Potential Alkali Reactivity, ASTM D289 ..... 700.00
- Freeze Thaw Soundness 175.00
- Los Angeles Abrasion, per class, ASTM C131, C535 ..... 375.00
- Sand Equivalent, ASTM D2419 ..... 180.00
- Lightweight Particles, ASTM C123, each 300.00
- Clay Lumps & Friable Particles, ASTM C142, each 290.00
- Stripping Test, ASTM D1664, each 85.00
- Organic Impurities, ASTM C40 ..... 140.00
- Durability ..... By Quote

CONCRETE TESTS
Laboratory Trial Batch, ASTM C192 ..... By Quote
Laboratory Mix Design, Historical Data ..... By Quote
Compression Test, 6”x12” Cylinder, ASTM C39, each 55.00
Lightweight Concrete
- Compression 55.00
- Unit Weight 55.00

Specimen Preparation, Trimming or Coring, each 75.00
Bond Strength, ASTM C321
- Prepared by Converse 250.00
- Prepared by Others 150.00

Core Compression Test, ASTM C12, each 120.00
Flexure Test, 6”x6” Beams, ASTM C78, each 130.00
Modulus of Elasticity, Static, ASTM C469, each 275.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days 550.00
Splitting Tensile, 6”x12” Cylinders, each 110.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder 95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder 95.00
Hold Cylinder 10.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse 7.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)
Moisture Content, as received, each 105.00
Absorption, each 85.00
Compression, each 85.00
Shrinkage, ASTM C426, each 250.00
Net Area and Volume, each 30.00
Masonry Blocks, per set of 9 ..... 1,500.00
Masonry Core Compression, each 125.00
Masonry Core Shear, each 245.00
Masonry Core Trimming, each 150.00
Compression Test, grouted prisms, 8”x8”x16”, each 300.00
Compression Test, grouted prisms, 12”x16”x16”, each 425.00
Compression Test
- 2”x4” Mortar Cylinder, each 55.00
- 3”x6” Grout Prisms, each 55.00
- 2” Cubes, ASTM C109, each 55.00

Cast by Others 55.00
Mortar or Grout Mix Designs ..... By Quote

FIREPROOFING TESTS
Oven Dry Density, per sample 80.00

MOISTURE EMISSION TEST
Moisture Emission Test Kit 85.00

ASPHALTIC CONCRETE
Stability, Flow, and Unit Weight, ASTM D6927 ..... 500.00
Marshall ASTM D1559, ASTM D2726 ..... 450.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each 350.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3 ..... 60.00
Laboratory Mixing of Asphalt & Concrete, per sample 75.00
Complete Asphalt Concrete Mix Design
- Hveem or Marshall ..... By Quote

Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each 455.00
Extraction of Rubberized Asphalt & Gradation, each 350.00
Specific Gravity, ASTM D2726 or ASTM D1188
- Uncoated 95.00
- Coated 125.00

Immersion-Compression 650.00
Particle Coating, ASTM D2489 ..... 95.00
Stripping, ASTM D1664 ..... 85.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products 350.00
Retained Strength, ASTM D1074/D1075, 6 specimens ..... By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens ..... By Quote
CBR, ASTM D1883, including M/D Curve, 1 point 400.00
Asphalt Temperature 20.00

STRUCTURAL STEEL
Tensile Test #9 Bar or Smaller, each 65.00
Bend Test #9 Bar or Smaller, each 65.00
Tensile Test #10 Bar or Greater, each 300.00
Tensile Test #14 Bar, each 330.00
Rebar Coupler Tensile Test 160.00
Tensile Test, Welded #9 Bar or Smaller, each 160.00
Tensile Test, Welded #10 Bar or Greater, each 300.00
Tensile Test, Welded #14 Bar, each 330.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each 210.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each 350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING
Wedge Tensile Test, A490 Bolts
- Under 100,000 lbs., each 130.00
- Over 100,000 lbs., each 140.00

Wedge Tensile Test, A325 Bolts
- Under 100,000 lbs., each 160.00

Tensile Test, Anchor Bolts, tested with displacement transducers, each 300.00
Nut Hardness, Proof & Cone Proof Load Test, each 65.00
Washer Hardness, each 55.00
A325 or A490, Bolt Hardness Only, each 55.00
Bolt A325 or A490 Wedge Tensile
- Under 100,000 lbs. & Hardness, each 240.00
- Over 100,000 lbs. & Hardness, each 280.00

Bolt, Nut & Washer, all tests per set with bolts
- Under 100,000 lbs. 400.00
- Over 100,000 lbs. 500.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Amendments to the Consulting Services Agreements for On-Call Civil Engineering, Landscape Architectural, and NPDES Professional Services.

STRATEGIC GOAL: Open, Engaged and Responsive Government

RECOMMENDATION:

A. Approve, and authorize the City Manager to sign Amendment No. 1 to the Consulting Services Agreement with Cannon Corporation through June 30, 2028;
B. Approve, and authorize the City Manager to sign Amendment No. 1 to the Consulting Services Agreement with HR Green Pacific, Inc. through June 30, 2028;
C. Approve, and authorize the City Manager to sign Amendment No.3 to the Consulting Services Agreement with Local Agency Engineering Associates, Inc., through June 30, 2028;
D. Approve, and authorize the City Manager to sign Amendment No. 2 to the Consulting Services Agreement with TAIT & Associates, Inc., through June 30, 2028; and,
E. Approve, and authorize the City Manager to sign Amendment No. 1 to the Consulting Services Agreement with John L. Hunter & Associates, Inc., through June 30, 2028.

FINANCIAL IMPACT:

The Fiscal Year 2026/27 Budget includes funding for on-call civil engineering and related professional services, including General Funds, Proposition C Funds, and Measure W Funds. City funds are available for City projects and operations, including engineering design, capital improvement projects, infrastructure maintenance, and regulatory compliance. In addition to the City funds listed above, developer funds will be used for the work related to the development project review services under these agreements.

An annual not-to-exceed amount of $100,000 for each selected firm is recommended for on-call civil engineering and related professional services. The not-to-exceed amounts establish maximum contractual authority and do not represent anticipated annual expenditures. City-funded services will remain subject to available appropriations, while development-related services will be funded through developer fees and deposits. The proposed amounts provide sufficient capacity to accommodate varying workloads and updated billing rates during the extension term without requiring future contract amendments solely for administrative purposes.

BACKGROUND:

To supplement the City's professional capabilities, civil engineering and related professional services have been utilized by the City on an as-needed basis to ensure efficiency in Public Works Department functions such as land development project processing, Capital Improvement Program (CIP) project planning and design, plan check services, infrastructure maintenance, regulatory compliance, and construction support.

On June 20, 2023, the City Council approved consultant services agreements with the subject firms to provide on-call civil engineering and related professional services. The agreements are scheduled to expire on June 30, 2026, and include provisions allowing for extension upon mutual agreement of the parties.

Since approval of the original agreements, in addition to the regular on-call services, the City has utilized certain consultants for project-specific assignments through separate amendments. Local Agency Engineering, Inc. ("LAE") provided additional support for the Maple Hill Park Improvements Project (CIP No. FP23506) (Amendment N0. 1) and the Diamond Bar Boulevard Complete Streets Project (CIP No. SI256) (Amendment No.2). TAIT & Associates, Inc. ("TAIT") provided additional work of design services for the Pantera Park Hard Court Rehabilitation and LED Light Retrofit Project (CIP No. FP23503) and Groundwater Drainage Improvements at Cold Spring Lane (CIP No. SI23101) (Amendment No. 1). These project-specific amendments do not affect the proposed extension of the on-call portion of the agreements.

Given the diverse range of services that may be required, it is beneficial for the City to retain qualified on-call consultants to provide timely, specialized support for City projects and development review activities. John L. Hunter & Associates, Inc. ("JLHA") also provides support for the City's stormwater compliance program. The Measure W funds programmed for JLHA's services are limited to eligible NPDES and MS4 Permit activities, including inspections, investigations, enforcement, reporting, and staff training.

ANALYSIS:

The City's current on-call consultants have provided responsive and professional services in support of development review, capital improvement projects, infrastructure maintenance, regulatory compliance activities, and other specialized engineering assignments. Their familiarity with City standards, procedures, and ongoing projects provides valuable continuity and institutional knowledge.

The City's on-call consultants provide specialized services that supplement staff resources and support a variety of operational and project needs, including:

- **Cannon Corporation** – Plan check services, development review, specialized inspections for private development projects, and general engineering support on an as-needed basis (Attachment 1).
- **HR Green Pacific, Inc.** – Plan check services, development review, specialized inspections for private development projects, and general engineering support on an as-needed basis (Attachment 2).
- **Local Agency Engineering, Inc.** – Construction observation and related support services for capital improvement and infrastructure projects (Attachment 3).
- **TAIT & Associates, Inc.** – General civil engineering and landscape architectural services on an as-needed basis (Attachment 4).
- **John L. Hunter & Associates, Inc.** – Environmental compliance services associated with the City's National Pollutant Discharge Elimination System (NPDES) Program and Municipal Separate Storm Sewer System (MS4) Permit requirements (Attachment 5).

Maintaining multiple on-call consultants allows the City to access a broad range of technical expertise, respond to fluctuating workloads, and efficiently complete project and development review activities without increasing permanent staffing levels. The availability of multiple firms also provides flexibility to assign work based on consultant availability, specialized qualifications, and project-specific needs.

Staff recommends extending the existing agreements with the five (5) consulting firms for an additional term in accordance with the provisions of the original agreements. The proposed not-to-exceed amount of $100,000

for each firm provides sufficient capacity to address routine assignments, development-related services, and unforeseen project needs while maintaining expenditures on an as-needed basis.

Compensation for services will be billed in accordance with each consultant's approved fee schedule and the specific scope of work authorized by the City.

LEGAL REVIEW:

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

PREPARED BY:

Vivian Chen, Associate Enginer, Public Works

ATTACHMENTS:

1. First Amendment (Cannon)
2. First Amendment (HR Green)
3. Third Amendment (LAE Associates)
4. Second Amendment (TAIT & Associates)
5. First Amendment (John L. Hunter & Associates)

FIRST AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT

This First Amendment to Consultant Services Agreement ("First Amendment") is made and entered into as of **June 16, 2026**, by and between the City of Diamond Bar, a municipal corporation ("City"), and **Cannon Corporation**, a California corporation (herein referred to as the "Consultant") with reference to the following:

A. The City and the Consultant entered into that certain Consultant Services Agreement dated as of **June 20, 2023**, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Consultant desire to amend the Original Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Revised Term. This First Amendment shall take effect **July 1, 2026**, and shall continue until **June 30, 2028**, unless earlier terminated pursuant to the provisions of the Original Agreement.

3. Revised Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of Sixty-Two Thousand Five Hundred Dollars and Zero Cents ($62,500.00).

Section 3 of the Original Agreement is hereby amended to provide for an increase of **Thirty-Seven Thousand Five Hundred Dollars and Zero Cents** (**$37,500.00**) so that the total not-to-exceed compensation, as amended by this First Amendment shall not exceed **One Hundred Thousand Dollars and Zero Cents** (**$100,000.00**) each Fiscal Year without the prior authorization of the City.

4 Integration. This First Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This First Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control.

IN WITNESS hereof, the parties enter into this First Amendment on the year and day first above written.

"CONSULTANT"	"CITY"
Cannon Corporation	CITY OF DIAMOND BAR
By: _____	By: _____
Printed Name: Michael F. Cannon	Daniel Fox, City Manager
Title: President and CEO	
By: _____	ATTEST:
Printed Name: Lawrence P. Kraemer	
Title: Vice President and Secretary	
	_____
	Kristina Santana, City Clerk
	APPROVED AS TO FORM:
	_____
	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.*

CIVIL	
Principal In Charge	$295
Senior Principal Engineer II	$282
Senior Principal Engineer	$272
Principal Engineer	$258
Senior Associate Engineer	$232
Associate Engineer	$212
Senior Project Engineer	$198
Project Engineer	$184
Design Engineer	$168
Senior CAD Tech	$130
CAD Tech	$120
Plan Check Manager	$288
Senior Plan Check Engineer	$193
Plan Check Engineer II	$168
Plan Check Engineer I	$141

STRUCTURAL	
Sr. Principal Engineer	$244
Principal Engineer	$222
Sr. Associate Engineer	$208
Associate Engineer	$193
Sr. Project Engineer	$188
Project Engineer	$175
Principal Designer	$155
Sr. Project Designer	$136
Design Engineer	$155

SURVEYING	
Three-Man Field Crew (PW)	$475
Two-Man Field Crew (PW)	$372
One-Man Field Crew (PW)	$262

CONSTRUCTION MANAGEMENT	
Director, Construction Management	$239
Principal Construction Manager	$227
Sr. Construction Manager	$222
Sr. Resident Engineer	$227
Resident Engineer	$213
Assistant Resident Engineer III	$195
Assistant Resident Engineer II	$179
Assistant Resident Engineer I	$167
Construction Inspector III	$164
Construction Inspector II	$156
Construction Inspector I	$132

TECHNICAL SUPPORT	
Senior Consultant	$350
Engineering Assistant IV	$140
Engineering Assistant III	$133
Engineering Assistant II	$122
Engineering Assistant I	$110

Other Direct Charges

Black Line Plots	$2.00 per page	Color Plots	$5.00 per page
Outside Reproduction	Cost + 15%	Travel and Related Subsistence	Cost + 15%
Automation & Electrical Materials	Cost + 25% (+tax)	Standard Mileage Rate	IRS Rate per mile
Subconsultant Fees	Cost + 10%	Airplane Mileage Rate	GSA Rate per mile

All of the above hourly rates include all direct labor costs and labor overhead, general and administrative expenses and profit. All direct expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays. If the client requests field services to be provided outside of normal working hours (between 6:00 p.m. and 6:00 a.m.), a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates and on or around an observed holiday, other rates may be applied. Survey Crews and Automation Field staff are billed portal to portal, and mileage charges are included in the hourly rate. A minimum charge of 4 hours will be charged for any Automation Field Service calls outside of normal working hours (between 6:00 p.m. and 6:00 a.m.). The stated rates are subject to change, typically on an annual basis.

FCG CONSULTANTS

COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)

City of Diamond Bar On-Call Construction Management / Project Management and Inspection Services

Consultant or Subconsultant ___FCG (Prime)_____ Contract No. _____ Date 1/22/2026

	FRINGE BENEFIT %	+	OVERHEAD %	+	GENERAL ADMINISTRATION %	=	COMBINED%
NORMAL		+		+		=	98.12%
OVERTIME		+		+		=	98.20%
			FEE %	10%			

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual hourly rate[3]	% or $ increase	Hourly rate - for classifications only
Project Manager	$ 283.31	$ 283.43	$ 283.43	1/1/2026	12/31/2026	$ 130.00		
	$ 286.14	$ 286.26	$ 286.26	1/1/2027	12/31/2027	$ 131.30	1.00%	
	$ 289.01	$ 289.12	$ 289.12	1/1/2027	12/31/2027	$ 132.61	1.00%	
	$ 291.90	$ 292.01	$ 292.01	1/1/2028	12/31/2028	$ 133.94	1.00%	
	$ 294.82	$ 294.93	$ 294.93	1/1/2029	12/31/2029	$ 135.28	1.00%	
Construction Manager / Resident Engineer	$ 246.26	$ 246.36	$ 246.36	1/1/2025	12/31/2025	$ 113.00		
	$ 248.73	$ 373.24	$ 497.65	1/1/2026	12/31/2026	$ 114.13	1.00%	
	$ 251.21	$ 376.97	$ 502.63	1/1/2027	12/31/2027	$ 115.27	1.00%	
	$ 253.73	$ 380.74	$ 507.66	1/1/2028	12/31/2028	$ 116.42	1.00%	
	$ 256.26	$ 384.55	$ 512.73	1/1/2029	12/31/2029	$ 117.59	1.00%	
Structures Representative	$ 246.26	$ 369.54	$ 492.73	1/1/2025	12/31/2025	$ 113.00		
	$ 248.73	$ 373.24	$ 497.65	1/1/2026	12/31/2026	$ 114.13	1.00%	
	$ 251.21	$ 376.97	$ 502.63	1/1/2027	12/31/2027	$ 115.27	1.00%	
	$ 253.73	$ 380.74	$ 507.66	1/1/2028	12/31/2028	$ 116.42	1.00%	
	$ 256.26	$ 384.55	$ 512.73	1/1/2029	12/31/2029	$ 117.59	1.00%	
Constructability Review	$ 246.26	$ 369.54	$ 492.73	1/1/2025	12/31/2025	$ 113.00		
	$ 248.73	$ 373.24	$ 497.65	1/1/2026	12/31/2026	$ 114.13	1.00%	
	$ 251.21	$ 376.97	$ 502.63	1/1/2027	12/31/2027	$ 115.27	1.00%	
	$ 253.73	$ 380.74	$ 507.66	1/1/2028	12/31/2028	$ 116.42	1.00%	
	$ 256.26	$ 384.55	$ 512.73	1/1/2029	12/31/2029	$ 117.59	1.00%	
Plan Checkers	$ 246.26	$ 369.54	$ 492.73	1/1/2025	12/31/2025	$ 113.00		
	$ 248.73	$ 373.24	$ 497.65	1/1/2026	12/31/2026	$ 114.13	1.00%	
	$ 251.21	$ 376.97	$ 502.63	1/1/2027	12/31/2027	$ 115.27	1.00%	
	$ 253.73	$ 380.74	$ 507.66	1/1/2028	12/31/2028	$ 116.42	1.00%	
	$ 256.26	$ 384.55	$ 512.73	1/1/2029	12/31/2029	$ 117.59	1.00%	
Construction Inspector	$ 178.70	$ 268.16	$ 357.55	1/1/2025	12/31/2025	$ 82.00		
	$ 180.49	$ 270.85	$ 361.13	1/1/2026	12/31/2026	$ 82.82	1.00%	
	$ 182.30	$ 273.55	$ 364.74	1/1/2027	12/31/2027	$ 83.65	1.00%	
	$ 184.12	$ 276.29	$ 368.39	1/1/2028	12/31/2028	$ 84.48	1.00%	
	$ 185.96	$ 279.05	$ 372.07	1/1/2029	12/31/2029	$ 85.33	1.00%	
Structures Inspector	$ 178.70	$ 268.16	$ 357.55	1/1/2025	12/31/2025	$ 82.00		
	$ 180.49	$ 270.85	$ 361.13	1/1/2026	12/31/2026	$ 82.82	1.00%	
	$ 182.30	$ 273.55	$ 364.74	1/1/2027	12/31/2027	$ 83.65	1.00%	
	$ 184.12	$ 276.29	$ 368.39	1/1/2028	12/31/2028	$ 84.48	1.00%	
	$ 185.96	$ 279.05	$ 372.07	1/1/2029	12/31/2029	$ 85.33	1.00%	
Electrical Inspector	$ 178.70	$ 268.16	$ 357.55	1/1/2025	12/31/2025	$ 82.00		
	$ 180.49	$ 270.85	$ 361.13	1/1/2026	12/31/2026	$ 82.82	1.00%	
	$ 182.30	$ 273.55	$ 364.74	1/1/2027	12/31/2027	$ 83.65	1.00%	
	$ 184.12	$ 276.29	$ 368.39	1/1/2028	12/31/2028	$ 84.48	1.00%	
	$ 185.96	$ 279.05	$ 372.07	1/1/2029	12/31/2029	$ 85.33	1.00%	
Permit Inspector	$ 178.70	$ 268.16	$ 357.55	1/1/2025	12/31/2025	$ 82.00		
	$ 180.49	$ 270.85	$ 361.13	1/1/2026	12/31/2026	$ 82.82	1.00%	
	$ 182.30	$ 273.55	$ 364.74	1/1/2027	12/31/2027	$ 83.65	1.00%	
	$ 184.12	$ 276.29	$ 368.39	1/1/2028	12/31/2028	$ 84.48	1.00%	
	$ 185.96	$ 279.05	$ 372.07	1/1/2029	12/31/2029	$ 85.33	1.00%	

FCG CONSULTANTS

COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)

City of Diamond Bar On-Call Construction Management / Project Management and Inspection Services

Consultant or Subconsultant FCG (Prime) Contract No. _____ Date 1/22/2026

	FRINGE BENEFIT %	+	OVERHEAD %	+	GENERAL ADMINISTRATION %	=	COMBINED%
NORMAL		+		+		=	98.12%
OVERTIME		+		+		=	98.20%
			FEE %	10%			

BILLING INFORMATION					CALCULATION INFORMATION			
Water/Wastewater Inspector	$ 178.70	$ 268.16	$ 357.55	1/1/2025	12/31/2025	$ 82.00		
	$ 180.49	$ 270.85	$ 361.13	1/1/2026	12/31/2026	$ 82.82	1.00%	
	$ 182.30	$ 273.55	$ 364.74	1/1/2027	12/31/2027	$ 83.65	1.00%	
	$ 184.12	$ 276.29	$ 368.39	1/1/2028	12/31/2028	$ 84.48	1.00%	
	$ 185.96	$ 279.05	$ 372.07	1/1/2029	12/31/2029	$ 85.33	1.00%	
SWPPP Inspector	$ 178.70	$ 268.16	$ 357.55	1/1/2025	12/31/2025	$ 82.00		
	$ 180.49	$ 270.85	$ 361.13	1/1/2026	12/31/2026	$ 82.82	1.00%	
	$ 182.30	$ 273.55	$ 364.74	1/1/2027	12/31/2027	$ 83.65	1.00%	
	$ 184.12	$ 276.29	$ 368.39	1/1/2028	12/31/2028	$ 84.48	1.00%	
	$ 185.96	$ 279.05	$ 372.07	1/1/2029	12/31/2029	$ 85.33	1.00%	
Specialty Inspectors	$ 178.70	$ 268.16	$ 357.55	1/1/2025	12/31/2025	$ 82.00		
	$ 180.49	$ 270.85	$ 361.13	1/1/2026	12/31/2026	$ 82.82	1.00%	
	$ 182.30	$ 273.55	$ 364.74	1/1/2027	12/31/2027	$ 83.65	1.00%	
	$ 184.12	$ 276.29	$ 368.39	1/1/2028	12/31/2028	$ 84.48	1.00%	
	$ 185.96	$ 279.05	$ 372.07	1/1/2029	12/31/2029	$ 85.33	1.00%	
Public Outreach	$ 113.32	$ 170.06	$ 226.74	1/1/2025	12/31/2025	$ 52.00		
	$ 114.46	$ 171.76	$ 229.01	1/1/2026	12/31/2026	$ 52.52	1.00%	
	$ 115.60	$ 173.47	$ 231.30	1/1/2027	12/31/2027	$ 53.05	1.00%	
	$ 116.76	$ 175.21	$ 233.61	1/1/2028	12/31/2028	$ 53.58	1.00%	
	$ 117.93	$ 176.96	$ 235.95	1/1/2029	12/31/2029	$ 54.11	1.00%	
Office Engineer	$ 113.32	$ 170.06	$ 226.74	1/1/2025	12/31/2025	$ 52.00		
	$ 114.46	$ 171.76	$ 229.01	1/1/2026	12/31/2026	$ 52.52	1.00%	
	$ 115.60	$ 173.47	$ 231.30	1/1/2027	12/31/2027	$ 53.05	1.00%	
	$ 116.76	$ 175.21	$ 233.61	1/1/2028	12/31/2028	$ 53.58	1.00%	
	$ 117.93	$ 176.96	$ 235.95	1/1/2029	12/31/2029	$ 54.11	1.00%	
Scheduler	$ 239.73	$ 359.73	$ 479.64	1/1/2025	12/31/2025	$ 110.00		
	$ 242.12	$ 363.33	$ 484.44	1/1/2026	12/31/2026	$ 111.10	1.00%	
	$ 244.54	$ 366.96	$ 489.28	1/1/2027	12/31/2027	$ 112.21	1.00%	
	$ 246.99	$ 370.63	$ 494.18	1/1/2028	12/31/2028	$ 113.33	1.00%	
	$ 249.46	$ 374.34	$ 499.12	1/1/2029	12/31/2029	$ 114.47	1.00%	

1. Names and classifications of consultant (key staff) team members listed.
2. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee).
3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.
4. Agreed upon billing rates valid through June 30, but are adjustable per the terms of the RFP when requested in writing 60 days prior to June 30th each year and will be considered with adequate justification for pricing escalations.

Note: Denote all employees subject to prevailing wage with an asterisks (*)

FIRST AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT

This First Amendment to Consultant Services Agreement ("First Amendment") is made and entered into as of **June 16, 2026**, by and between the City of Diamond Bar, a municipal corporation ("City"), and **HR Green Pacific, Inc.**, a California corporation (herein referred to as the "Consultant") with reference to the following:

A. The City and the Consultant entered into that certain Consultant Services Agreement dated as of **June 20, 2023**, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Consultant desire to amend the Original Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Revised Term. This First Amendment shall take effect **July 1, 2026**, and shall continue until **June 30, 2028**, unless earlier terminated pursuant to the provisions of the Original Agreement.

3. Revised Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of Sixty-Two Thousand Five Hundred Dollars and Zero Cents ($62,500.00).

Section 3 of the Original Agreement is hereby amended to provide for an increase of **Thirty-Seven Thousand Five Hundred Dollars and Zero Cents** (**$37,500.00**) so that the total not-to-exceed compensation, as amended by this First Amendment shall not exceed **One Hundred Thousand Dollars and Zero Cents** (**$100,000.00**) each Fiscal Year without the prior authorization of the City.

4 Integration. This First Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This First Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control.

IN WITNESS hereof, the parties enter into this First Amendment on the year and day first above written.

"CONSULTANT"	"CITY"
HR Green Pacific, Inc.	CITY OF DIAMOND BAR
By: Tina M York Printed Name: Tina M. York, PE Title: Director of Civil Plan Check	By: _____ Daniel Fox, City Manager
By: min zhou Printed Name: Min Zhou, PE Title: Regional Director	ATTEST: _____ Kristina Santana, City Clerk
	APPROVED AS TO FORM: _____ 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.*

Schedule of Fixed Hourly Rates

Firm Name: **HR Green Pacific, Inc.**

Job Title	Hourly Billing Rate	Prevailing Wage Rate
Principal-In-Charge	$350.00	
Project Manager	$300 - 350	
QA/QC Manager	$300 - 350	
Municipal Services Manager	$240 - 275	
Civil Plan Check Manager	$240 - 275	
Senior Professional/Project Engineer	$225 - 275	
Traffic Engineer	$275 - 310	
Professional Engineer	$225 - 275	
Associate Engineer	$175 - 200	
Assistant Engineer	$135 - 175	
Environmental Associate (NPDES)	$175 - 200	
Senior Civil Plan Reviewer	$225 - 275	
Civil Plan Reviewer	$135 - 200	
Map Checker	$135 - 225	
Public Works Technician	$100 - 125	
Transportation Manager	$175 - 275	
Transportation Planner	$175 - 275	
CAD Designer/Operator	$135 - 225	
CASp Reviewer/Inspector	$225 - 275	
Management Analyst	$135 - 200	
Permit Technician	$100 - 125	
Construction Manager	$175 - 250	
Senior Construction/Public Works Inspector	$175 - 210	$193 - 222
Construction/Public Works Inspector	$125 - 175	$193 - 222
Administrative Assistant	$100 - 125	

THIRD AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT

This Third Amendment to Consultant Services Agreement ("Third Amendment") is made and entered into as of **June 16, 2026**, by and between the City of Diamond Bar, a municipal corporation ("City"), and **LAE Associates, Inc.**, a California corporation (herein referred to as the "Consultant") with reference to the following:

A. The City and the Consultant entered into that certain Consultant Services Agreement dated as of **June 20, 2023**, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Consultant entered into that First Amendment to the Original Agreement dated as of **November 19, 2024**, which is incorporated herein by this reference (the "First Amendment"), which First Amendment and Original Agreement collectively are referred to herein as (the "Agreement"); and

C. The City and the Consultant entered into that Second Amendment to the Original Agreement dated as of **November 4, 2025**, which is incorporated herein by this reference (the "Second Amendment"), which, Second Amendment, First Amendment, and Original Agreement collectively are referred to herein as (the "Agreement"); and

D. The City and the Consultant desire to amend the Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Revised Term of Agreement. This Third Amendment shall take effect on June 16, 2026, and shall continue until June 30, 2028, unless earlier terminated pursuant to the provisions of the Original Agreement.

3. Revised Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of One Hundred Thousand Dollars and Zero Cents ($100,000) per fiscal year. The First Amendment to the Agreement increased the not-to-exceed amount to One Hundred Seventy-Eight Thousand, One Hundred Fifty-Two Dollars and Zero Cents ($178,152.00) for the Fiscal Year 2024/25 only. After the end of the Fiscal Year and for Fiscal Year 2025/26, the not-to-exceed amount went back to ($100,000) per fiscal year.

The Second Amendment increased the not-to-exceed compensation by Four Hundred Ninety-Nine Thousand, Eight Hundred Seventy Dollars and Zero Cents ($499,870.00) so that, the annual not-to-exceed amount, as amended by the Second Amendment, shall not to exceed Five Hundred Ninety-Nine Thousand, Eight Hundred Seventy Dollars and Zero Cents ($599,870.00) for Fiscal Year 2025/26 without the prior authorization of the City. The added not-to-exceed amount of Four Hundred Ninety-Nine Thousand, Eight Hundred Seventy Dollars and Zero Cents ($499,870.00) for FY2025/26 will be used for the additional tasks specific to a capital improvement project as attached to the Second Amendment and will be carried over in future fiscal years until the aforementioned tasks are completed without amendment to the Agreement.

This **Third Amendment** is to continue the on-call portion of the Agreement for Fiscal Years 2026/2027 and 2027/2028 with a not-to-exceed amount of **One Hundred Thousand Dollars and Zero Cents ($100,000) per year** that shall not increase without the prior authorization of the City. This One Hundred Thousand Dollars and Zero Cents ($100,000) per year will be separate from the remaining amount of the Four Hundred Ninety-Nine Thousand, Eight Hundred Seventy Dollars and Zero Cents ($499,870.00) authorization under the Second Amendment, which will carry over to future fiscal years per that Amendment.

4. Integration. This Third Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Third Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Third Amendment and the terms and provisions of the Agreement, the terms and provisions of this Third Amendment shall control.

IN WITNESS hereof, the parties enter into this Third Amendment on the year and day first above written.

"CONSULTANT"	"CITY"
LAE ASSOCIATES, INC.	CITY OF DIAMOND BAR
By: _____ Printed Name: Fred Alamolhoda Title: Municipal Engineering Director	By: _____ Daniel Fox, City Manager
By: _____ Printed Name: Kevin Alamolhoda Title: Principal	ATTEST: _____ Kristina Santana, City Clerk
	APPROVED AS TO FORM: _____ 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.*

LAE Associates

Fee Schedule

LAE's hourly rates to perform the requested On-Call Civil Engineering and Landscape Architectural services will be in accordance with the hourly rates shown below. Team members will adhere to the needs of the City of Diamond Bar (City) to complete the requested tasks.

Role	Hourly Rate
Principal-In-Charge	$250
Senior Civil Engineer (P.E.)	$205
Senior Project/Construction Manager (P.E.)	$205
Senior Project/Construction Manager	$200
Project/Construction Manager (P.E.)	$190
Project/Construction Manager	$185
Senior Construction Observer/Inspector (Prevailing Wages) [1]	$170
Senior Construction Observer/Inspector – Monday to Friday Overtime, Saturday Overtime (Prevailing Wages) [1, 2]	$210
Senior Construction Observer/Inspector – Sunday, Holiday Overtime (Prevailing Wages) [1]	$240
Senior Analyst	$155
Office Engineer/Engineering Coordinator	$140
Junior Engineer	$110
Junior Engineering Technician	$90
Administrative/Technical Assistant	$90
Actual Mileage (will be adjusted per IRS guidelines)	$0.725/Mile
Other Direct Cost (printing, travel, etc.)	Actual

July 1, 2026, through June 30, 2028

with a three percent (3%) escalation clause to be approved by City.

[1] Will be adjusted per Department of Industrial Relations (DIR's) future increases.

[2] The stated overtime rate applies to up to four hours of overtime on weekdays and/or up to eight hours of overtime on Saturdays. Any hours worked beyond these limits are billed at the applicable Sunday/holiday rate.

SECOND AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT

This Second Amendment to Consultant Services Agreement ("Second Amendment") is made and entered into as of **June 16, 2026**, by and between the City of Diamond Bar, a municipal corporation ("City"), and **TAIT & Associates, Inc.**, a California corporation (herein referred to as the "Consultant") with reference to the following:

A. The City and the Consultant entered into that certain Consultant Services Agreement dated as of **June 20, 2023**, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Consultant entered into that First Amendment to the Original Agreement dated as of **November 7, 2023**, which is incorporated herein by this reference (the "First Amendment"), which First Amendment and Original Agreement collectively are referred to herein as ("the Agreement"); and,

C. The City and the Consultant desire to amend the Original Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Revised Term. This Second Amendment shall take effect **July 1, 2026**, and shall continue until **June 30, 2028**, unless earlier terminated pursuant to the provisions of the Original Agreement.

3. Revised Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of Fifty Thousand Dollars and Zero Cents ($50,000.00).

Section 3 of the Original Agreement is hereby amended to provide for an increase of **Fifty Thousand Dollars and Zero Cents** (**$50,000.00**) so that the total not-to-exceed compensation, as amended by this Second Amendment shall not exceed **One Hundred Thousand Dollars and Zero Cents** (**$100,000.00**) each Fiscal Year without the prior authorization of the City.

4 Integration. This Second Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This First Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall

remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control.

IN WITNESS hereof, the parties enter into this First Amendment on the year and day first above written.

"CONSULTANT"	"CITY"
TAIT & Associates, Inc.	CITY OF DIAMOND BAR
By: _____	By: _____
Printed Name: Jason Jones	Daniel Fox, City Manager
Title: CFO	
By: _____	ATTEST:
Printed Name: Jacob Vandervis	
Title: Vice President, COO	_____
	Kristina Santana, City Clerk
	APPROVED AS TO FORM:
	_____
	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.*

FIRST AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT

This First Amendment to Consultant Services Agreement ("First Amendment") is made and entered into as of **June 16, 2026**, by and between the City of Diamond Bar, a municipal corporation ("City"), and **John L. Hunter & Associates, Inc.**, a California corporation (herein referred to as the "Consultant") with reference to the following:

A. The City and the Consultant entered into that certain Consultant Services Agreement dated as of **June 20, 2023**, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Consultant desire to amend the Original Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Revised Term. This First Amendment shall take effect **July 1, 2026**, and shall continue until **June 30, 2028**, unless earlier terminated pursuant to the provisions of the Original Agreement.

3. Revised Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of Seventy-Four Thousand Seven Hundred and Seventy Dollars and Zero Cents ($74,770.00).

Section 3 of the Original Agreement is hereby amended to provide for an increase of **Twenty-Five Thousand Two Hundred Thirty Dollars and Zero Cents** (**$25,230.00**) so that the total not-to-exceed compensation, as amended by this First Amendment shall not exceed **One Hundred Thousand Dollars and Zero Cents** (**$100,000.00**) each Fiscal Year without the prior authorization of the City.

4 Integration. This First Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This First Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control.

IN WITNESS hereof, the parties enter into this First Amendment on the year and day first above written.

"CONSULTANT"	"CITY"
John L. Hunter & Associates, Inc.	CITY OF DIAMOND BAR
By: Cameron McCullough Printed Name: Cameron McCullough Title: Vice President By: Jillian Bickley Printed Name: Jillian Bickley Title: Secretary	By: _____ Daniel Fox, City Manager ATTEST: _____ Kristina Santana, City Clerk APPROVED AS TO FORM: _____ 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.*

Fee Schedule

Company title	Rate ($/hr)
Principal	$239
Director	$226
Senior Program Manager	$213
Program Manager, Senior Engineer	$199
Assistant Program Manager, Engineer	$178
Lead Specialist, Lead Analyst	$168
Senior Specialist, Senior Analyst	$157
Specialist II, Analyst II	$146
Specialist I, Analyst I	$135
Administrative Assistant or Laborer	$88

The fee schedule is subject to annual consumer price index (CPI) increases.

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Consultant Services Agreement with Prince Global Solutions, LLC.

STRATEGIC GOAL: Open, Engaged and Responsive Government

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Consulting Services Agreement with Prince Global Solutions, LLC for Federal Advocacy Services through June 30, 2027.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Consultant Services Agreement is $50,500. The amount is based on a monthly retainer of $4,000 plus up to $2,500 in direct expenses. The Fiscal Year 2026/27 Operating Budget includes sufficient funds for such services.

BACKGROUND:

Prince Global Services, LLC, (PGS) has been providing Federal advocacy services directly to the City since 2017. The main focus of the Consultant's services has been on the City's efforts in collaboration with the local, regional, and federal partners to secure funds and support for the State Route SR-57/SR-60 Confluence Project (Project). Over the years, the City has been actively pursuing funding opportunities to expedite the Project delivery to ensure that the Project progresses without a suspension. These efforts led to the successful completion of the construction of Phases I and II of the Project, the design of Phase III, and filling the funding gap of the Phase III construction.

Now that Phase III of the Project is fully funded, and the construction work has commenced, the City will consider focusing on the missing Westbound SR-60 Direct Connector to the Grand Avenue component (WB Connector). The WB Connector was recommended by the 2017 SR-57/SR-60 Confluence Project Supplemental Needs Study (Study). The Study was supported by the City and other local and regional agencies and implemented by the Southern California Association of Governments (SCAG).

Additionally, the City is actively pursuing federal funding opportunities for a variety of projects with support from PGS. Most recently, PGS worked closely with Public Works staff to prepare a Fiscal Year 2027 Community Project Funding request for the Diamond Bar Civic Center Energy Resiliency Project. The application seeks $1.2 million in federal funding through Congresswoman Linda Sánchez's office. While there is no guarantee of funding, the request was accepted and referred to the House Appropriations Committee for consideration as part of the FY 2027 appropriations process.

ANALYSIS:

On June 17, 2025, the City Council approved an agreement with the Consultant for Federal advocacy services. That agreement is set to expire on June 30, 2025. As a continuation of the advocacy work and consistent with the City's 2024-2027 Strategic Plan, PGS submitted a proposal in response to the City's request (Exhibit "A"). The Consultant's proposed scope of work for the Fiscal Year 2026/27 includes, but is not limited to, the following:

1. Work closely with the San Gabriel Valley Congressional delegation, Senate and House Committee staff, Federal Agency officials, and relevant stakeholder groups on matters that support the City's Federal priorities.
2. Facilitate requests for Congressional earmarks to support City infrastructure projects, such as parks and community centers.
3. Support future City applications for funding from the Department of Transportation (DOT) and other agency discretionary grant programs;
4. As necessary and requested, continue advocating for the 57/60 Confluence Project before Congress and the Department of Transportation (DOT), as the Project's mainline improvements are underway and the City, LA Metro and the City of Industry are not currently pursuing Federal funding or policy initiatives for the Project. Whenever it becomes necessary, PGS will pursue any Federal funding or policy initiatives in support of the Project as directed by Diamond Bar;
5. Monitor and engage pertinent Congressional consideration of legislation that is of interest to the City;
6. Continue advocating for other policy measures and legislation that will assist the City in securing Federal funding to support local priorities;
7. Consider and monitor other legislation, regulations, and agency actions that would benefit or affect the City;
8. Consider and coordinate Congressional and DOT site visits to the City and otherwise as appropriate; and
9. Plan and coordinate the City's visits to Washington D.C. as directed and recommend other visits when appropriate.

LEGAL REVIEW:

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

PREPARED BY:

Nicholas Delgado, Management Analyst, Public Works

ATTACHMENTS:

1. Agreement with PGS

CONSULTANT SERVICES AGREEMENT
[*Non-Design Professionals*]

THIS AGREEMENT (the "Agreement") is made as of **June 16, 2026** by and between the City of Diamond Bar, a municipal corporation ("City") and **Prince Global Solutions, LLC**, ***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 **Federal Advocacy 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.

David G. Liu, Public Works Director/City Engineer (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 **July 1, 2026**, and shall continue until **June 30, 2027** ("Term"), unless earlier terminated pursuant to the provisions herein.

3. Compensation.

A**.** City agrees to compensate Consultant for services which Consultant performs to the satisfaction of the City in compliance with the scope of services set forth in Exhibit "A".

B**.** The City shall pay Consultant a retainer in monthly increments of **Four Thousand Dollars and Zero Cents ($4,000.00)**.

C**.** Total payment to Consultant pursuant to this Agreement shall not exceed **Fifty Thousand Five Hundred Dollars and Zero Cents ($50,500.00)** without prior written consent of the City. This amount shall include all costs, including, but not limited to, all clerical, administrative, overhead, telephone, travel, and all related expenses.

D**.** Notwithstanding the above, if the City requests Consultant to travel, Consultant shall, upon submission of receipts evidencing the costs incurred, be paid for necessary and reasonable travel expenses in an amount not to exceed **Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00)**.

4. Payment.

A**.** 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**.** Payment will be made only after submission of proper invoices.

D**.** City will pay Consultant the amount properly invoiced within 30 days of receipt, which sum shall be paid within 30 days of completion of the work.

E**.** 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. Time of Completion. Consultant agrees to commence the work provided for in this Agreement within (5) days of being notified by the City to proceed and to diligently prosecute completion of the work during the term.

19. Time Is of the Essence. Time is of the essence in this Agreement. Consultant shall do all things necessary and incidental to the prosecution of Consultant's work.

20. RESERVED.

21. Delays and Extensions of Time. Consultant's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Consultant must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Consultant’s control. If Consultant believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Consultant be entitled to any claim for lost profits due to any delay, whether caused by the City or due to some other cause.

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. Mediation. Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual good faith efforts to resolve the same any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

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"
Prince Global Solutions, LLC	City of Diamond Bar
P.O. Box 711572	21810 Copley Drive
Herndon, VA 20171	Diamond Bar, CA 91765-4178
Attn.: Kevin D. Jones	Attn.: Dan Fox, City Manager
Phone: (202) 550-9800	Phone: (909) 839-7010
E-mail: Kevin@princeglobalsolutions.com	E-mail: DFox@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"
Prince Global Solutions, LLC	CITY OF DIAMOND BAR
By: _____ Printed Name: _____ Title: _____	By: _____ Dan Fox, City Manager
By: _____ Printed Name: _____ Title: _____	ATTEST: _____ Kristina Santana, City Clerk

Approved as to form:

By: _____
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.*

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: First Amendment to Maintenance Services Agreement with Weatherproofing Technologies, Inc. for Maintenance Services through June 30, 2029.

STRATEGIC GOAL: Safe, Sustainable and Healthy Community

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the First Amendment to the Maintenance Services Agreement with Weatherproofing Technologies, Inc., through June 30, 2029.

FINANCIAL IMPACT:

The annual not-to-exceed amount of the proposed First Amendment to the Original Agreement will be $24,000 per Fiscal Year. Sufficient funds are included in the Fiscal Year 2026/27 Operating Budget to cover the cost of such services. No CPI was requested for this fiscal year.

BACKGROUND:

Over the past years, Weatherproofing Technologies, Inc. performance has met the City's expectations. This satisfactory performance is evident in the condition of the roofs throughout the City facilities and in the success of the City's roofing capital improvement projects.

As part of the contract, Weatherproofing Technologies, Inc. has provided the City with annual roof inspections and repairs at all the City's facilities, 24/7 leak response service, plans and specifications, project inspection services, and warranty management.

ANALYSIS:

This First Amendment will continue the comprehensive and proactive roof maintenance program, along with excellent services provided by Weatherproofing Technologies, Inc.

LEGAL REVIEW:

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

PREPARED BY:

Jason Williams, Maintenance Supervisor, Public Works

ATTACHMENTS:

1. Amendment to Maintenance Services Agreement Weatherproofing Technologies, Inc.

FIRST AMENDMENT
TO
MAINTENANCE SERVICES AGREEMENT

This First Amendment to Maintenance Services Agreement ("First Amendment") is made and entered into as of June 16, 2026, by and between the City of Diamond Bar, a municipal corporation ("City"), and **Weatherproofing Technologies, Inc**. ("Contractor"). (herein referred to as the "Contractor") with reference to the following:

A. The City and the Contractor entered into that certain Maintenance Services Agreement dated as of June 18, 2024, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Contractor desire to amend the Original Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Term. The Term of the Original Agreement as set forth in Section 2 therein is from July 01, 2024 to June 30, 2026. This First Amendment extends the Term up to and including June 30, 2029.

3. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of forty-four thousand dollars ($44,000). Section 3 of the Original Agreement is hereby amended to provide for an increase of twenty-four thousand dollars ($24,000) per fiscal year, so that the total not-to-exceed compensation, as amended by this First Amendment shall not exceed twenty-four thousand dollars ($24,000) per fiscal year without the prior authorization of the City.

4. Integration. This First Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This First Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control.

IN WITNESS hereof, the parties enter into this First Amendment on the year and day first above written.

{SIGNATURES FOLLOW ON THE NEXT PAGE}

"CONTRACTOR"

Weatherproofing Technologies, Inc.

Signed by:
By: James McDonald/ss May 29, 2026
1C213D2875A34C5...
Printed Name: James McDonald
Title: President, WTI

Signed by:
By: Adam Kratzert May 29, 2026
97E0E1184BB3426...
Printed Name: Adam Kratzert
Title: VP, CFO, Treasurer

"CITY"

CITY OF DIAMOND BAR

By: _____
Dan Fox, City Manager

ATTEST:

_____
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):**

-- *(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.*

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Levying Assessments on Landscape Assessment District No. 38 for Fiscal Year 2026/27.

STRATEGIC GOAL: Responsible Stewardship of Public Resources

RECOMMENDATION:

A. Receive presentation, open Public Hearing to receive testimony, close Public Hearing; and,
B. Adopt Resolution No. 2026-25 to levy and collect assessments for Landscape Assessment District No. 38 for Fiscal Year 2026/27.

FINANCIAL IMPACT:

The District is projected to generate approximately $277,290. In addition, the City's General Fund will contribute 9.53% to meet the required General Benefit. However, there will be a shortfall between the total revenue generated and the District's estimated expenditures, necessitating an additional contribution from the General Fund. Overall, the contribution from the General Fund is estimated at $88,378. Sufficient funding is included in the FY2026/27 Budget.

BACKGROUND:

As part of the assessment district updates, the City must undergo a three-step process. This is the final part of the process, where the City Council conducts a public hearing on the District's proposed annual assessments, after which the Council will consider the related resolution confirming the levy assessments. Throughout the entire process, all proceedings for the maintenance of improvements have been pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 Division 15 of the Streets and Highways Code of the State of California and applicable provisions of Proposition 218, Article 10 XIIID of the California Constitution.

On April 7, 2026, the City Council adopted Resolution No. 2026-08, ordering the City Engineer to prepare and file an Engineer's Report related to maintenance of improvements in Landscaping Assessment District No. 38 (District) and any assessment thereon for Fiscal Year 2026/27.

On May 19, 2026, the City Council adopted Resolution No. 2026-11, declaring the City's intention to levy and collect assessments for the District and directing staff to advertise the Public Hearing to be set for the June 16, 2026, regular meeting.

ANALYSIS:

The attached Engineer's Report for the City's Landscaping Assessment District Number 38 (Attachment 2), which has been prepared pursuant to provisions of the Landscaping and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California, includes authority for the report, estimated costs of improvements, a diagram for the District and the assessments.

The number of parcels within the District is 18,486 parcels. The amount assessed upon the lands within District Number 38 for Fiscal Year 2025/26 was $15.00 per parcel. The amount to be assessed for Fiscal Year 2026/27 is to remain at $15.00 per parcel. The assessments will be utilized to maintain the City's medians and parkways.

The proposed assessment has been determined to be exempt from the provisions of Proposition 218 as set forth in section 5 (a): Any assessment imposed exclusively to finance the capital costs or maintenance and operating expenses for sidewalks, streets, sewers, water, flood control drainage systems, or vector control.

LEGAL REVIEW:

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

PREPARED BY:

Nicholas Delgado, Management Analyst, Public Works

ATTACHMENTS:

1. Resolution No. 2026-25
2. LAD No. 38 Final Engineer's Report

RESOLUTION NO. 2026-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR APPROVING THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR CITY OF DIAMOND BAR LANDSCAPING ASSESSMENT DISTRICT NO. 38 FOR FISCAL YEAR 2026-27.

WHEREAS, by Resolution No. 2026-11, the City Council approved the Engineer's Report ("Report") of the Engineer of Work related to City of Diamond Bar Landscaping Assessment District No. 38 ("District") prepared pursuant to Part 2 of Division 15 of the California Streets and Highways Code (§ 22500, et seq.), known as the Landscaping and Lighting Act of 1972 ("Act"), which described the improvements thereon, and gave notice of and fixed the time and place of the public hearing on the question of assessment thereon for fiscal year 2026-27. A diagram of the area encompassed by the District is attached hereto as Exhibit A; and

WHEREAS, the Report is on file with the City Clerk of the City of Diamond Bar; and

WHEREAS, said hearing was duly and properly noticed, commenced in the SCAQMD Auditorium located at 21865 Copley Drive, Diamond Bar, California on June 16, 2026, and was concluded prior to the adoption of this Resolution; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

Section 1. The Recitals of this Resolution are in all respects true and correct.

Section 2. The City Council hereby expressly overrules any and all protests filed objecting to the proposed improvements specified herein or the assessment levied, therefore.

Section 3. Based upon its review of the Report, and other reports and information, the City Council hereby finds that (i) the land within the District will be benefitted by the improvements specified in said Report, (ii) the District includes all of the lands so benefitted, and (iii) the net amount to be assessed upon the lands within the District for the fiscal year 2026-27 fiscal year, is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

Section 4. The improvements specified in the Report are hereby ordered to be completed.

Section 5. The assessment diagram contained in the Report and the assessment of $15.00 for each assessable lot located within said District are hereby adopted and confirmed and said assessment is hereby levied for the fiscal year 2026-27.

Section 6. The assessment is in compliance with the provisions of the Act, and the City Council has complied with all laws pertaining to the levy of an annual assessment pursuant to the Act. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Report for fiscal year 2026-27.

Section 7. The City Council hereby certifies that the assessments to be placed on the 2026-27 property tax bills meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California Constitution.

Section 8. The assessments are levied without regard to property valuation.

Section 9. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund for use in City of Diamond Bar Landscaping Assessment District No. 38.

Section 10. The City Clerk is hereby authorized and directed to file the diagram and assessment with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 11. A certified copy of the assessment and diagram shall be filed in the office of the City Clerk and open for public inspection.

Section 12. The City Clerk shall certify to the adoption of this Resolution.

PASSED, ADOPTED AND APPROVED this 16th day of June 2026.

CITY OF DIAMOND BAR

_____
Steve Tye, Mayor

[*Signatures continued on the following page*]

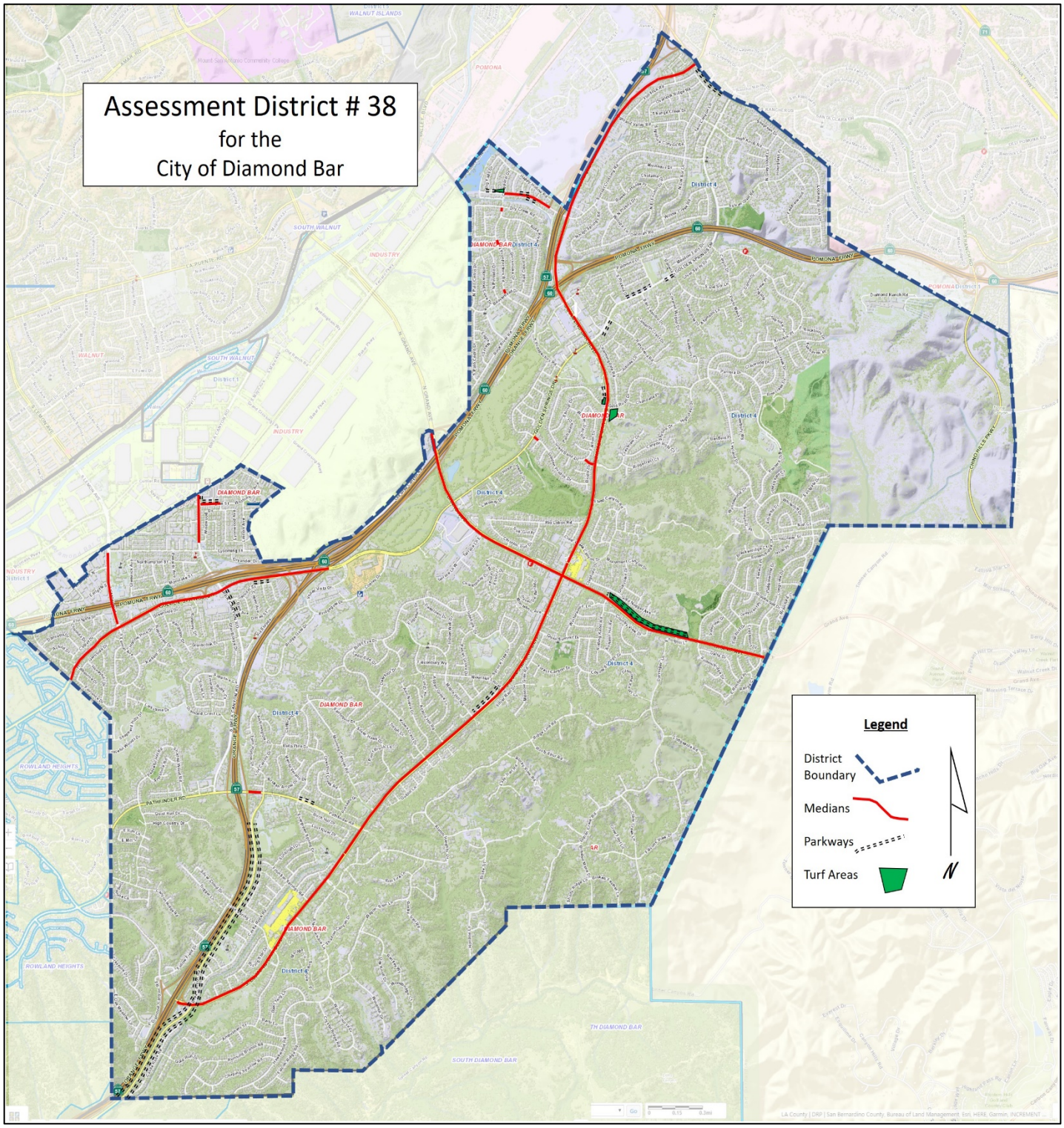
ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at the regular meeting of the City Council of the City of Diamond Bar held on the 16th day of June 2026, by the following roll call vote:

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

_____
Kristina Santana, City Clerk

Exhibit A


Assessment District # 38
for the
City of Diamond Bar
Legend
District Boundary
Medians
Parkways
Turf Areas
N

CITY OF DIAMOND BAR

Fiscal Year 2026/27 Engineer's Report For:

Landscaping Assessment District No. 38

May 2026

NBS
helping communities
fund tomorrow since 1996
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1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of Diamond Bar (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), directed NBS to prepare and file the Annual Engineer's Report for the Landscaping Assessment District No. 38 (the "District") for Fiscal Year 2026/27, in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution (the "Article XIII D"). The report presents the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2026/27, the diagram for the District, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the District in proportion to the special benefit received.

NOW THEREFORE, the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation, and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received.

District	Parcel Count [1]	Proposed FY 2026/27 Rate	Proposed FY 2026/27 Assessment Amount
Landscaping Assessment District No. 38	18,486	$15.00	$277,290.00

(1) Includes active and levied parcels.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information, and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed, and levied in accordance with the assessment methodology adopted, approved, and ordered by the City Council of the City of Diamond Bar at the time of District formation.

John G Egan

John G. Egan, P. E.
Assessment Engineer
5/20/2026



2. INTRODUCTION

2.1 Background

The City services and maintains perimeter and median landscaping, and other improvements (the "Improvements") to various parts of the City. In order to fund the maintenance and operation (the "Services") of these improvements, the District was formed in 1984 by the County of Los Angeles prior to the incorporation of the City of Diamond Bar. Upon incorporation in 1989, the City assumed jurisdiction over the District. This Engineer's Report (the "Report") was prepared to establish the budget for the Improvements (as described below) that will be funded by the Fiscal Year 2026/27 assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to Part 2 of Division 15 of the California Streets and Highways Code, commonly known as the Landscape and Lighting Act of 1972, and Article XIII D.

2.2 Process for Annual Assessment

As required by the procedures specified in the Act, an Engineer's Report must be prepared on an annual basis which contains a full and detailed description of the improvements, the boundaries of the assessment district, and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.

The City Council must also annually adopt a Resolution of Intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- Refers to the assessment district by its distinctive designation and indicates the general location of the assessment district.
- Refers to the report of the engineer, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

If the assessments are to be levied in the same or lesser amounts than the maximum assessment allowed, the City Clerk shall give notice of the public hearing by causing the Resolution of Intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the

improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If the assessment to be levied exceeds the maximum assessment allowed, the City must comply with the procedures specified in Article XIII D and Proposition 218.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the report. If confirmed, the assessments would be submitted to the County Auditor Controller for inclusion on the property tax roll.

Beginning in 2025, NBS became the Assessment Engineer for the District. To maintain an accurate reference and legally defensible record of the District, pertinent language used in previous engineer's reports has been retained herein and is cited with footnotes, as appropriate.

2.3 Legislative Context

In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D imposes certain substantive and procedural requirements on any agency that wishes to levy special assessments.

Article XIII D imposes four basic substantive requirements on assessments[1]:

- All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified;
- The general benefits must be distinguished from the special benefits conferred on the parcels;
- The proportionate special benefit derived by each parcel must be determined in relationship to the entirety of the capital improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided; and
- The amount assessed to a parcel must not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to the general benefit.

Since the initial passage of Proposition 218, several court rulings have helped provide context and direction on the practical implementation procedures and requirements for levying assessments. Several of the key concepts from these rulings are summarized below.

GENERAL BENEFIT

Article XIII D requires an agency to separate the general benefits from the special benefits conferred because only special benefits are assessable.

The Court of Appeal in *Golden Hills Neighborhood Assn., Inc. v. City of San Diego* (2011)[2] clarified this concept by stating, "*Separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits*."

[1] *California Constitution Article XIII D Section 4.*
[2] *Golden Hill Neighborhood Assn. v. City of San Diego CA4/1, D062203 (Cal. Ct. App. 2013)*

The Court of Appeal in *Beutz v. County of Riverside* (2010) ("Beutz")[3] quoted from the Legislative Analyst's Office pamphlet titled "Understanding Proposition 218" which states an agency must, "*estimate the amount of special benefit landowners would receive from the project or service, as well as the amount of 'general benefit.' This step is needed because Proposition 218 allows local government to recoup from assessments only the proportionate share of cost to provide the special benefit.*"

The Court in *Beutz* furthered this idea stating, "*Separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits*."

The Court of Appeal in *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority* (2008) ("SVTA") [4] clarified that general benefits are not restricted to benefits conferred only on persons and property outside the assessment district but can include benefits both conferred on real property located in the district or to the public at large. The "public at large" includes all members of the public, including those who live, work, and shop within the district, and not simply transient visitors.

BENEFIT-BASED NOT COST-BASED

In *Bonander v. Town of Tiburon* (2009) ("Tiburon")[5], the Court of Appeal clarified the idea that assessments must be apportioned based upon benefit rather than cost. The Court stated, "*proportionate special benefit is the basis upon which a project's total assessable costs are apportioned among parcels within an assessment district.*"

The assessment on a particular property cannot be based on the relative cost of the improvements, but rather the special benefit conferred on such property. The Court in *Tiburon* also stated, "*an assessment represents the entirety of the cost of the improvement or property-related service, less any amount attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property*."

PUBLIC PROPERTY

Section 4, Subdivision (a) of Article XIII D states, in part, "*Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.*" Historically there had been differing opinions about whether this requirement that publicly owned property should not be exempt actually meant those properties must be assessed.

The Court of Appeal in *Manteca Unified School District v. Reclamation District No. 17 et al* (2017)[6] clarified this issue by stating, *"Section 4, Subdivision (a) of Article XIII D of the California Constitution unambiguously conditions any continuing benefit assessment exemption on a showing by clear and convincing evidence of no special benefit.*"

[3] *Beutz v. County of Riverside, 109 Cal. Rptr. 3d 851 (Cal. Ct. App. 2010)*
[4] *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority, 44 Cal. 4th 431 (2008).*
[5] *Bonander v. Town of Tiburon, 147 Cal. App. 4th 1116 (Cal. Ct. App. 2007)*
[6] *Manteca Unified School District v. Reclamation District No. 17 et al, C077906 (Cal. Ct. App. 2017)*

IMPRECISION

The Court in *Tiburon* acknowledged the difficulty of trying to precisely assign and measure special benefit, stating, "*Any attempt to classify special benefits conferred on particular properties and to assign relative weights to those benefits will necessarily involve some degree of imprecision.*"

The Court in *Tiburon* went on to say that a formula assigning equal weight to different special benefits *"may be a legally justifiable approach to measuring and apportioning special benefits,* [but] *it is not necessarily the only valid approach. Whichever approach is taken to measuring and apportioning special benefits, however, it must be both defensible and consistently applied*."

3. PLANS AND SPECIFICATIONS

The work and improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to assessor parcels within the District defined in the Method of Assessment herein. Consistent with the Act, the improvements are generally described as follows:

MEDIANS

The landscaped islands to be maintained by the District are located as follows:

- Diamond Bar Blvd
- Grand Ave
- Golden Springs Dr – 57 freeway overcrossing to West City Limits
- Golden Prados Dr – Golden Springs Dr to Hopi St
- Tin Dr – Great Bend Dr to Diamond Bar Blvd
- Lemon Ave – Lycoming St to Golden Springs Dr
- Sunset Crossing Rd – 57 freeway off-ramp to Prospectors Rd
- Prospectors Rd – at Dry Creek Rd; at Palo Cedro Dr; and at Beaverhead Dr
- Pathfinder Rd at Brea Canyon Rd (east of 57 freeway)

PARKWAYS

The landscaped parkways to be maintained by the District are located as follows:

- Grand Ave – Summit Ridge to Diamond Bar Blvd, north side
- Temple Ave – Diamond Bar Blvd to Golden Springs Dr, south side
- Golden Springs Dr – Ballena Dr to End of cul-de-sac
- Golden Springs Dr – El Encino Dr to Platina Dr
- Golden Springs Dr – Rancheria Rd to end of cul-de-sac
- Diamond Bar Blvd – Mountain Laurel Way to Maple Hill Rd
- Pathfinder Rd – Evergreen Springs Dr to end of cul-de-sac
- Brea Canyon Rd – at Gerndal St
- Golden Springs Dr – at Adel Ave
- Brea Canyon Rd – South of Pathfinder Rd to southerly City Limits, both sides
- Sunset Crossing Rd – Big Falls Dr to Chapparal Dr

TURF AREAS

The landscaped turf areas to be maintained by the District are located as follows:

- Diamond Bar Blvd – at Gold Rush Dr
- Grand Ave (east side) – from south of Rolling Knoll Dr to driveway at the Diamond
- Bar Center

Installation, maintenance, and servicing of Improvements, may include, but are not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, lighting, fencing, entry monuments, graffiti removal and repainting, labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

Installation - means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, walkways, drainage, and lights.

Maintenance - means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste; the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing - means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements, or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (according to Streets & Highways Code §22526).

Modifications to the District structure could include, but are not limited to, substantial changes or expansion of the Improvements provided, substantial changes in the service provided, modifications or restructuring of the District including annexation or detachment of specific parcels, revisions in the method of apportionment, or proposed new or increased assessments.

The assessment proceeds will be exclusively used for Improvements within the District plus incidental expenses.

4. ESTIMATE OF COSTS

4.1 District Budget

Fiscal Year 2026/27 estimated costs of maintenance and servicing the Improvements as described in the Plans and Specifications of this Report are summarized below.

Description	Proposed FY 2026/27 Costs
Salaries & Benefits (subsidized by General Fund)	$57,746
Advertising	3,000
Utilities	102,800
Maintenance of Grounds/Buildings	30,000
Professional Services	7,500
Landscape Maintenance	150,000
Tree Maintenance	10,000
Total Estimated Expenditures	**$361,046**
Contributions from Other Sources (1)	(83,756)
Fiscal Year 2026/27 Net Amount to be Assessed (2)	**$277,290**

(1) Includes City General Fund contribution.
(2) The net available funds, after incidental, administrative, financing, and other costs shall be expended exclusively for Improvements within the boundaries of the District or as described herein, and appropriate incidental and administrative costs as defined in the Plans and Specifications section.

A list containing the Fiscal Year 2026/27 assessment and number of parcels proposed to be assessed is included in Section 7 of this Report.

4.2 Balance to Levy

The following table shows the total costs, additional revenues and contributions, and the Balance to Levy for Fiscal Year 2026/27.

Description	Amount
Salaries & Benefits	$57,746
Operating Expenses & Services	303,300
Total District Costs	$361,046
Contribution to (from) Operational Reserves	0
Other Revenue Sources (1)	(83,756)
Balance to Levy	**$277,290**

(1) Includes City General Fund contribution.

Total District Costs - Includes the personnel services, maintenance, and operations, capital (including capital replacement costs), indirect costs, and equipment.

Contribution to (from) Operational Reserves - The operational reserves item provides funds to operate the District from the time period of July 1 (beginning of the fiscal year) through January when the County provides the City with the first installment of assessments collected from the property tax bills. This eliminates the need for the City to transfer funds from non-District accounts to pay for District charges during the first half of the fiscal year. Negative amounts shown here are transfers that are used to reduce the Balance to Levy.

Other Revenue Sources - The amount of additional funds designated for use by the District that are not from District assessments. These funds are added to the District account to reduce assessments and may be from either non-District sources including City General Fund contributions or District sources including interest earnings.

Balance to Levy - The total amount to be levied and collected through assessments for the current fiscal year. The Balance to Levy represents the sum of the total direct and administration costs, reserves, contributions, and other revenue sources.

5. METHOD OF APPORTIONMENT

The following section includes an explanation of the benefits to be derived from the Improvements throughout the District, as well as a description of the assessment methodology used to apportion the total assessment to properties within the District.

The Fiscal Year 2024/25 Engineer's Report was prepared by a different engineer of record and specific language from the Fiscal Year 2024/25 Engineer's Report [7] has been referenced to describe the Method of Apportionment within the following section of this Report.

The District consists of all assessor parcels within the boundaries as defined by the Assessment Diagram included with this Report. Further, all assessor parcels, including all privately and publicly owned parcels, are identified by Assessor Parcel Numbers listed within the included assessment roll. The method used for apportioning the assessment is based on the proportional special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The assessment is apportioned to the parcels in proportion to the relative special benefit from the Improvements.

The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements, and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

5.1 Special Benefit

The improvements are expected to confer certain special benefits to the parcels within the District. Pursuant to the Prior Engineer's Report, the special benefit conferred to parcels is more fully described as follows:

> *The following benefit categories summarize the types of special benefit to residential, commercial, industrial, and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:*
>
> *A. Proximity to Improved Landscaped Areas and Other Public Improvements within the District.*
>
> *B. Access to Improved landscaped areas and Other Public Improvements within the District.*
>
> *C. Improved Views within the District.*
>
> *D. Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.*
>
> *The SVTA decision provides enhanced clarity to the definitions of special benefits from landscaping and parks to properties in three distinct areas: proximity, expanded or*

[7] *Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 38, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").*

improved access, and views. The SVTA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA decision also provides specific guidance that setback landscaping is a direct advantage and special benefit to property that is proximate to a landscaped area that is improved by an assessment:

The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).

Proximity, improved access and views, in addition to the other special benefits listed herein further strengthen the basis of these assessments. [8]

Pursuant to the Prior Engineer's Report, the primary special benefits on landscaping are as set forth below:

1. Beautification of the streets which are used by all of the residents in Diamond Bar.
2. A sense of community pride resulting from well-maintained green spaces.
3. The enhancement of the value of property, which results from the foregoing benefits.

In addition, the following special benefits are identified in the Prior Engineer's Report:

PROXIMITY TO IMPROVED LANDSCAPED AREAS WITHIN THE DISTRICT

Only the specific properties within close proximity to the Improvements are included in the District. The District has been narrowly drawn to include the properties that receive special benefits from the Improvements. Therefore, property in the District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the District do not share.

In absence of the assessments, the Improvements would not be provided, and the public improvements funded in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

ACCESS TO IMPROVED LANDSCAPED AREAS WITHIN THE DISTRICT

Since the parcels in the District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved landscaping areas and other public improvements that are provided by the assessments.

This is a direct advantage and special benefit to property in the District.

[8] *Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 38, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").*

IMPROVED VIEWS WITHIN THE DISTRICT

The City, by maintaining permanent public improvements funded by the assessments in the District, provides improved views to properties in the District. The properties in the District enjoy close and unique proximity, access and views of the specific Improvements funded in the District; therefore, the improved and protected views provided by the assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

EXTENSION OF A PROPERTY'S OUTDOOR AREAS AND GREEN SPACES FOR PROPERTIES WITHIN CLOSE PROXIMITY TO THE IMPROVEMENTS

In large part because it is cost prohibitive to provide large open land areas on property in the District, the residential, commercial, and other benefiting properties in the District do not have large outdoor areas and green spaces. The Improvements within the District provide additional outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties in the District because such properties have uniquely good and close proximity to the Improvements.

5.2 General Versus Special Benefit

Article XIIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section. In other words:

Total Benefit	=	General Benefit	+	Special Benefit

There is no widely accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by other properties. SVTA provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described and then budgeted so that it is funded by sources other than the assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The assessment will fund Improvements "over and above" this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

General Benefit	=	Benefit to Real Property Outside the District	+	Benefit to Real Property Inside the District that is Indirect and Derivative	+	Benefit to the Public at Large

Special benefit, on the other hand, is defined in the state constitution as "a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large." The SVTA decision indicates that a special benefit is conferred to a property if it "receives a direct advantage from the improvement (e.g., proximity to a park)." In these assessments, as noted, properties in the District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special and is only minimally received by property outside the Districts or the public at large.

5.3 Quantification of General Benefit

Although the analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

In this section, the general benefit from landscaping and other types of Improvements is liberally estimated and described and then budgeted so that it is funded by sources other than the assessment.

BENEFIT TO PROPERTY OUTSIDE THE DISTRICT

Properties within the District receive almost all of the special benefits from the Improvements because properties in the District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large.

However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessments. The general benefit to property outside of the District is calculated with the parcel and data analysis.

Since the properties outside the District with frontage abutting the Improvements cannot be assessed by the District, this is a form of general benefit to other property. The primary way that parcels outside the district benefit by the Improvements is from views.

Therefore, parcels that abut the landscape areas and are not separated from the Improvements by a privacy fence are counted for this general benefit. Since very few of the Improvements lie at the District boundary near occupied parcels, there are very few parcels in this category. The general benefit to property outside of the District is calculated as follows.

Assumptions based on the status of parcels in the District at the time of the initial benefit calculation:

- 18 Parcels Outside the District
- 18,422 Parcels In the District

Calculation of General Benefit to Property Outside the District: 18 / (18 + 18,422) = 0.10%.

BENEFIT TO PROPERTY INSIDE THE DISTRICT THAT IS INDIRECT AND DERIVATIVE

The “indirect and derivative” benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the other Improvements are clearly “over and above” and “particular and distinct” when compared with the baseline level of service and the unique proximity, access and views of the other Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA decision indicates there may be general benefit “conferred on real property located in the district.” A measure of the general benefits to property within the assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as major roads, rail lines, and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 4.43% of the land area in the District is used for such regional purposes, so this is a measure of the general benefits to property within the District.

BENEFIT TO THE PUBLIC AT LARGE

The general benefit to the public at large can be estimated by the proportionate amount of time that the District’s Improvements are used and enjoyed by individuals who are not residents, employees, customers, or property owners in the District. It should be noted that these Improvements do not attract the public at large in the same way as park improvements – and they confer far less benefit to the public at large than do similar park improvements. In essence, the public does not visit an area to enjoy landscaping in the same way as they may visit a park.

One way to measure the special benefit to the general public is by the vehicle trips through an area with Improvements by people who are not residents within the District.

Of the four ways benefits are conferred (proximity, access, views, extension of a property’s green space, and creation of lots), the only benefit that is conferred by way of pass-by vehicle trips is views, which accounts for 25% of the total benefits. This is further reduced to 10% due the brevity of the views and because views are less critically important and are enjoyed much less often to the average non-resident driver than to a resident.

Specific data is not available for the number of vehicle trips by non-residents of the District past the Improvements, which lie mostly on arterial roadways. A conservative estimate of vehicle trips by non-residents is 50% of all vehicle trips. Therefore 50% of 10% = 5.00% of the benefits from the other Improvements are general benefits to the public at large.

TOTAL GENERAL BENEFITS

Using a sum of these three measures of general benefit, approximately 9.53% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

Landscaping General Benefit Calculation

Outside the District	0.10%
Inside the District	4.43%
Public At Large	5.00%
Total General Benefit	9.53%

Although this analysis finds that 9.53% of the assessment may provide general benefits from the Improvements, it was determined a requirement for a minimum contribution from sources other than the assessments of 10%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits.

CURRENT GENERAL BENEFIT CONTRIBUTION FROM THE CITY

This general benefit cannot be funded from the assessments; it must be funded from other sources such as the City's General Fund or other non-District funds. These contributions can also be in the form of in-lieu contributions to the installation and maintenance of the Improvements such as other City assets that support and protect the Improvements. The City will contribute both monetary and in-lieu resources to ensure that the general benefits conferred by the proposed Improvements are not funded by the District's assessments.

A summary and quantification of these other contributions from the City is discussed below:

The City owns, maintains, rehabilitates, and replaces curb and gutter along the border of the District Improvements. This curb and gutter serves to support, contain, retain, manage irrigation flow and growth, and provide a boundary for the Improvements.

The contribution from the City towards general benefit from the maintenance, rehabilitation, and replacement of the curb and gutter is conservatively estimated to be 5%.

The City owns and maintains a storm drainage system along the border of the District Improvements. This system serves to prevent flooding and associated damage to the Improvements and manage urban runoff including local pollutants loading from the Improvements. The contribution from the City towards general benefit from the maintenance and operation of the local storm drainage system is conservatively estimated to be 5%.

The City owns and maintains local public streets along the border of the District Improvements. These public streets provide access to the Improvements for its enjoyment as well as efficient maintenance. The contribution from the City towards general benefit from the maintenance of local public streets is conservatively estimated to be 5%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this "annuity" can be used to offset general benefit costs and is conservatively estimated to contribute 10%.

The total General Benefit is liberally quantified at 10% which is entirely offset by the conservatively quantified total non-assessment contribution towards general benefit described above of 25%. Therefore, no additional General Benefit must be funded by the City.

5.4 Method of Assessment

The development of an assessment methodology requires apportioning benefit to determine the relative special benefit for each property. The precise language from the Prior Engineer's Report is included below:

> *The net amount to be assessed upon lands within the District in accordance with this report is apportioned by a formula and method which fairly distributes the amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the Improvements, namely the maintenance and servicing of public landscaping improvements within such District. The maintenance and servicing of public landscaping improvements installed and constructed in public places in the City provides a special benefit which is received by each and every lot or parcel within the District, tending to enhance their value.*
>
> *The primary benefits on landscaping are set forth below:*
>
> 1. *Beautification of the streets which are used by all of the residents in the City.*
> 2. *A sense of community pride resulting from well-maintained green spaces.*
> 3. *The enhancement of the value of property, which results from the foregoing benefits.*
>
> *The existing land use information indicates that well over 90 percent of the parcels within the City are residences. Because the special benefits derived apply equally to all residents and parcels, it has been determined that all assessable parcels would receive the same net assessment.*[9]

5.5 Annual Assessment Calculation

The assessment per parcel is $15. For Fiscal Year 2026/27 the amount of the Assessment for the District is not increased from prior years.

5.6 Duration of Assessment

The District was formed or annexed in previous years. It is proposed that the assessments be continued every year after their formation or annexation, so long as the public improvements need to be maintained and improved, and the City requires funding for the improvements in the District. As noted previously, the assessment can continue to be levied annually after the City Council approves an annually updated

[9] *Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 38, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").*

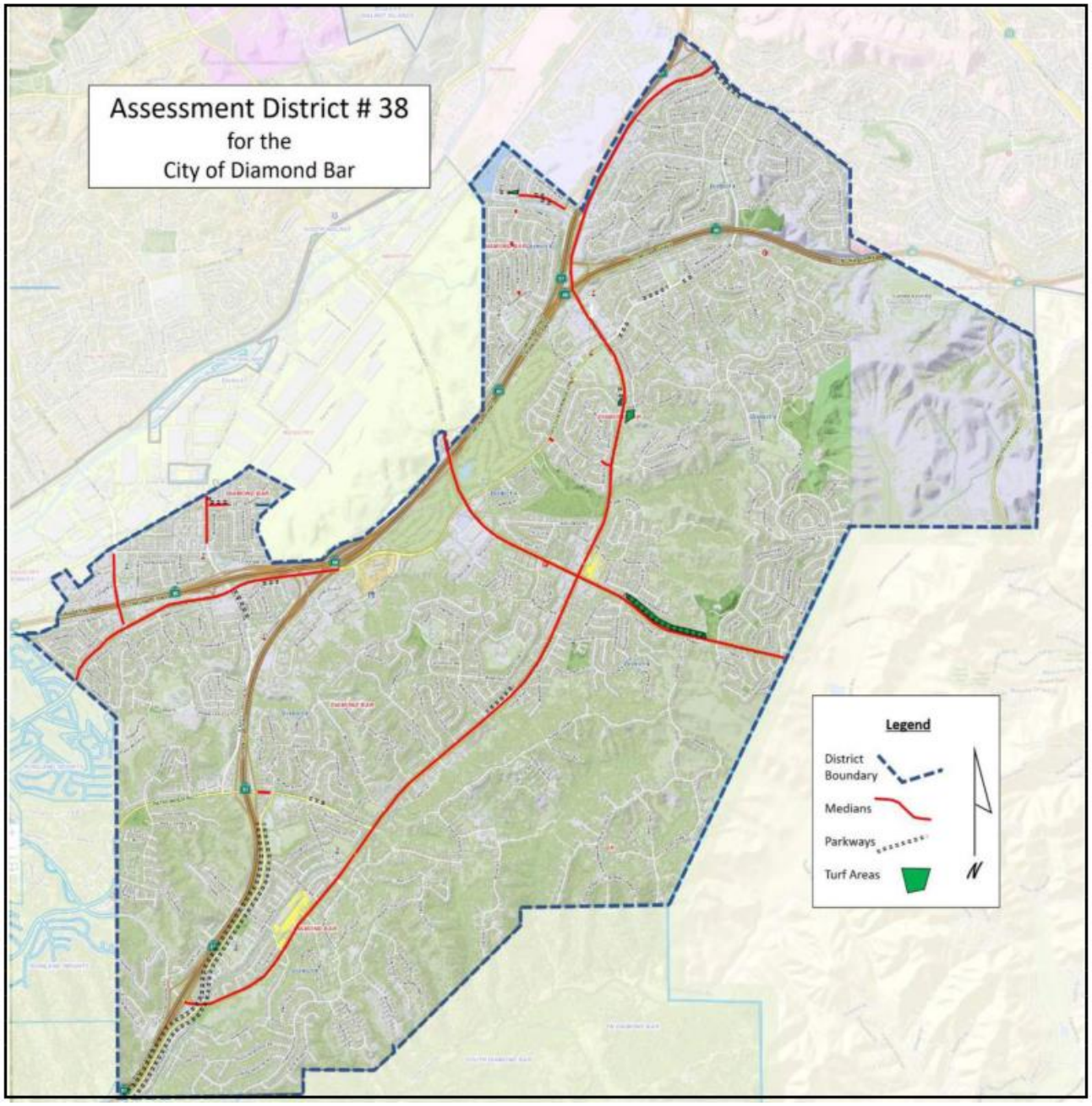
Engineer's Report, budget for the assessment, improvements to be provided, and other specifics of the assessment. In addition, the City Council must hold an annual public hearing to continue the assessment.

5.7 Appeals and Interpretation

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment may file a written appeal with the City of Diamond Bar City Manager or his or her designee. Any such appeal is limited to correction of an assessment during the then-current Fiscal Year and applicable law. Upon the filing of any such appeal, the City Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Manager or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with the County for collection, the City Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Manager or his or her designee shall be referred to the Diamond Bar City Council, and the decision of the City Council shall be final.

6. ASSESSMENT DIAGRAM

The boundary of the District is coterminous with the City limits. The parcels to be assessed in the District are shown on the Assessment Diagram, which is on file with the City Clerk of the City of Diamond Bar and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the County Assessor of the County of Los Angeles, at the time this Report was prepared, and are incorporated by reference herein and made part of this report.



7. ASSESSMENT ROLL

Assessor's parcel identification, for each lot or parcel subject to the assessment, shall be based on the County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels subject to the assessments for Fiscal Year 2026/27, along with the assessment amounts, is on file in the office of the City Engineer and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the charge amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method outlined in the method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Levying Assessments on Landscape Assessment District No. 39-2022 for Fiscal Year 2026/27.

STRATEGIC GOAL: Responsible Stewardship of Public Resources

RECOMMENDATION:

A. Receive presentation, open Public Hearing to receive testimony, close Public Hearing; and,
B. Adopt Resolution No. 2026-26 to levy and collect assessments for Landscape Assessment District No. 39-2022 for Fiscal Year 2026/27.

FINANCIAL IMPACT:

The District will generate an estimated amount of $708,703. Additionally, there will be 6.62% of that generated amount from the City's General Fund contribution to fulfill the required General Benefit (estimated at $42,638), and a Carryover Fund Balance of $263,134. Sufficient Funding is included in the FY2026/27 Budget.

BACKGROUND:

As part of the assessment district updates, the City must undergo a three-step process. This is the final part of the process where the City Council conducts a public hearing on the District's proposed annual assessment, after which the Council will consider the related resolution confirming the levy assessments. Throughout the entire process, all proceedings for the maintenance of improvements have been pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 Division 15 of the Streets and Highways Code of the State of California and applicable provisions of Proposition 218, Article 10 XIIID of the California Constitution.

On April 7, 2026, the City Council adopted Resolution No. 2026-09, ordering the City Engineer to prepare and file an Engineer's Report related to maintenance of improvements in Landscaping Assessment District No. 38 (District) and any assessment thereon for Fiscal Year 2026/27.

On May 19, 2026, the City Council adopted Resolution No. 2026-12, declaring the City's intention to levy and collect assessments for the District and directing staff to advertise the Public Hearing to be set for the June 16, 2026, regular meeting.

ANALYSIS:

The attached Engineer's Report for the City's Landscaping Assessment District Number 39-2022 (Attachment 2), which has been prepared pursuant to provisions of the Landscaping and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California, includes authority for the report, estimated costs of operation and maintenance, a diagram for the District and the assessments.

The latest number of parcels within the District is 1,246 parcels. The Engineer's Report contains a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the District. Said estimated cost results in a proposed Single-Family Equivalent ("SFE") assessment rate of $583.63 for Zone A, $569.04 for Zone B, and $539.86 for Zone C for Fiscal Year 2026/27. Said proposed assessments include an authorized annual increase equal to the change in the Los Angeles-Riverside-Orange County Consumer Price Index ("CPI") per year without further vote or ballot proceeding. The annual CPI from December 2024 to December 2025 was 3.01%.

The assessments will be utilized for the general maintenance of slopes, open space areas, and the five (5) mini parks within the District.

LEGAL REVIEW:

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

PREPARED BY:

Nicholas Delgado, Management Analyst, Public Works

ATTACHMENTS:

1. Resolution No. 2026-26
2. LAD No. 39-2022 Final Engineer's Report

RESOLUTION NO. 2026-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR APPROVING THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR CITY OF DIAMOND BAR LANDSCAPING ASSESSMENT DISTRICT NO. 39-2022 FOR FISCAL YEAR 2026-27.

WHEREAS, by Resolution No. 2026-12, the City Council approved the Engineer's Report ("Report") of the Engineer of Work related to City of Diamond Bar Landscaping Assessment District No. 39-2022 ("District") prepared pursuant to Part 2 of Division 15 of the California Streets and Highways Code (§ 22500, et seq.), known as the Landscaping and Lighting Act of 1972 ("Act"), which described the improvements thereon, and gave notice of and fixed the time and place of the public hearing on the question of assessment thereon for fiscal year 2026-27. A diagram of the area encompassed by the District is attached hereto as Exhibit A; and

WHEREAS, the Report is on file with the City Clerk of the City of Diamond Bar; and

WHEREAS, said hearing was duly and properly noticed, commenced in the SCAQMD Auditorium located at 21865 Copley Drive, Diamond Bar, California, on June 16, 2026, and was concluded prior to the adoption of this Resolution; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

Section 1. The Recitals of this Resolution, are in all respects true and correct.

Section 2. The Council hereby expressly overrules any and all protests filed objecting to the proposed improvements specified herein or the assessment levied, therefore.

Section 3. Based upon its review of the Report, and other reports and information, the City Council hereby finds that (i) the land within the District will be benefitted by the improvements specified in the Report, (ii) the District includes all of the lands so benefitted, and (iii) the net amount to be assessed upon the lands within the District for the fiscal year 2026-27, is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

Section 4. The improvements specified in the Report are hereby ordered to be completed.

Section 5. The assessment diagram contained in the Report and the assessment rate of $583.63 per Single-Family Equivalent ("SFE") (which equates to $583.63 for Zone A, $569.04 for Zone B, and $539.86 for Zone C) are hereby adopted and confirmed and said assessment is hereby levied for the fiscal year 2026-27.

Section 6. The assessment is in compliance with the provisions of the Act, and the City Council has complied with all laws pertaining to the levy of an annual assessment pursuant to the Act. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Report for fiscal year 2026-27.

Section 7. The City Council hereby certifies that the assessments to be placed on the 2026-27 property tax bills meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California Constitution.

Section 8. The assessments are levied without regard to property valuation.

Section 9. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund for use in City of Diamond Bar Landscaping Assessment District No. 39-2022.

Section 10. The City Clerk is hereby authorized and directed to file the diagram and assessment with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 11. A certified copy of the assessment and diagram shall be filed in the office of the City Clerk and open for public inspection.

Section 12. The City Clerk shall certify to the adoption of this Resolution.

PASSED, ADOPTED AND APPROVED this 16th day of June 2026.

CITY OF DIAMOND BAR

_____

Steve Tye, Mayor

[*Signatures continued on the following page*]

ATTEST:

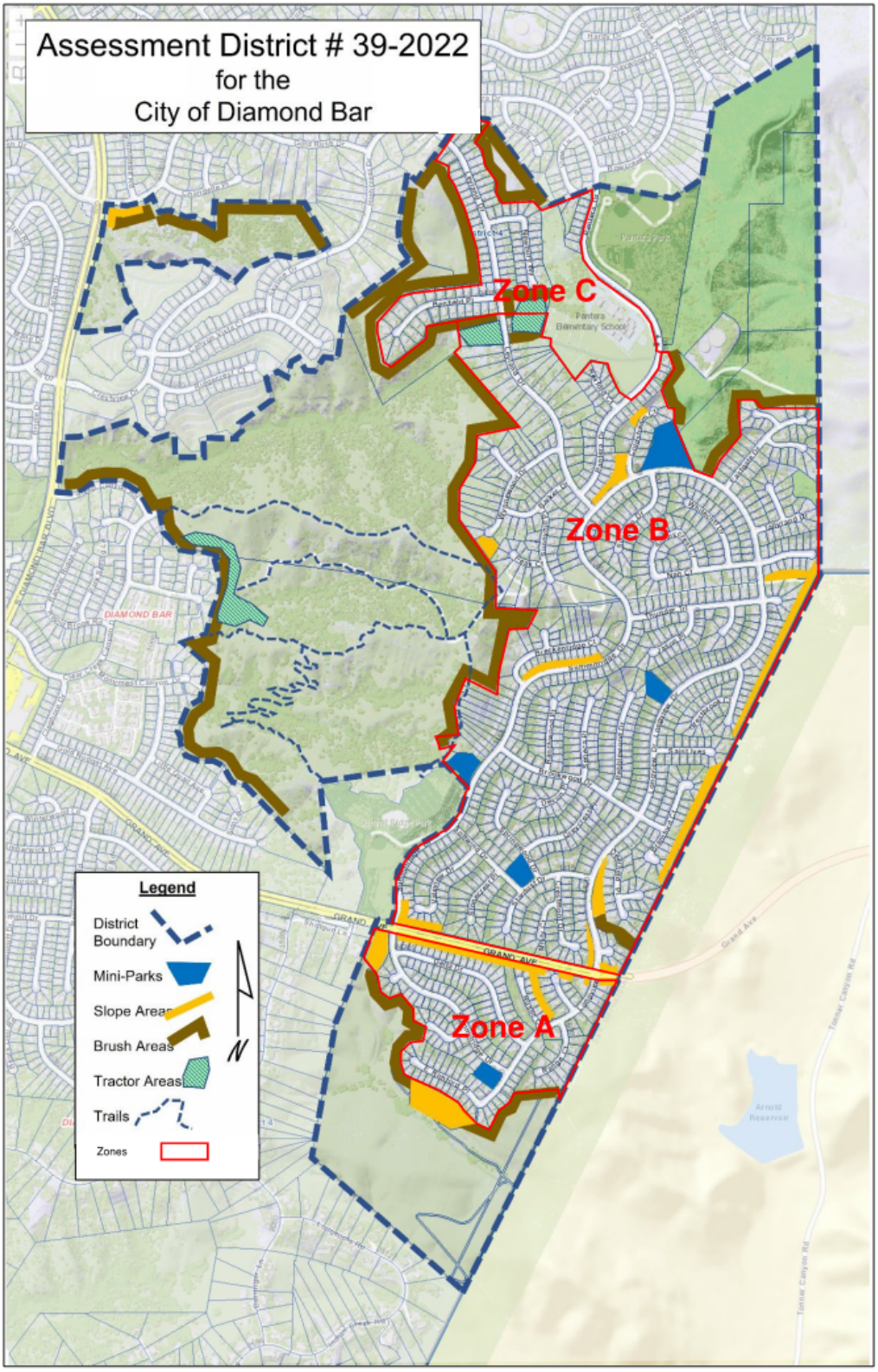
I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at the regular meeting of the City Council of the City of Diamond Bar held on the 16th day of June 2026, by the following roll call vote:

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

_____

Kristina Santana, City Clerk

Exhibit A


Assessment District # 39-2022
for the
City of Diamond Bar
Zone C
Zone B
Zone A
Legend
District Boundary
Mini-Parks
Slope Areas
Brush Areas
Tractor Areas
Trails
Zones
N
GRAND AVE
DIAMOND BAR

CITY OF DIAMOND BAR

Fiscal Year 2026/27 Engineer's Report For:

Landscaping Assessment District No. 39-2022

May 2026

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1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of Diamond Bar (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), directed NBS to prepare and file the Annual Engineer's Report for the Landscaping Assessment District No. 39-2022 (the "District") for Fiscal Year 2026/27, in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution (the "Article XIII D"). The report presents the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2026/27, the diagram for the District, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the District in proportion to the special benefit received.

NOW THEREFORE, the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation, and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received.

District	Parcel Count [1]	Single-Family Equivalents	Proposed FY 2026/27 Rate	Proposed FY 2026/27 Assessment Amount [2]
Landscaping Assessment District No. 39-2022	1,246	1,214.300	$583.63	$708,703.00

(1) Includes active and levied parcels.
(2) Does not include rounding.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed and levied in accordance with the assessment methodology adopted, approved and ordered by the City Council of the City at the time of District formation.

John G Egan

John G. Egan, P. E. 5.26.2026
Assessment Engineer



2. INTRODUCTION

2.1 Background

The City services and maintains mini-parks, slopes, and open space areas and other improvements (the "Improvements") in the Diamond Bar Hills area of the City. In order to fund the maintenance and operation (the "Services") of these improvements, the Landscaping Assessment District No. 39 was formed in 1985 by the County of Los Angeles prior to the incorporation of the City. Upon incorporation in 1989, the City assumed jurisdiction over the Landscaping Assessment District No. 39.

In 2022, the City Council directed that a new assessment be proposed and voted on by property owners within the District in accordance with Proposition 218 (Article XIIIC and D of the California Constitution). Their intent was to replace the existing Landscaping Assessment District No. 39 with a new District No. 39-2022 that would adhere to the existing boundary and include the same improvements and services. These proposed assessments were supported by 52.03% of assessment ballots received from property owners (with each ballot weighted by the amount of assessments it represented). Therefore, on March 15, 2022, by its Resolution No. 2022-13, the City Council levied the new assessments for District No. 39-2022.

This Engineer's Report (the "Report") was prepared to establish the budget for the Improvements (as described below) that will be funded by the Fiscal Year 2026/27 assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to Part 2 of Division 15 of the California Streets and Highways Code, commonly known as the Act, and Article XIII D.

2.2 Process for Annual Assessment

As required by the procedures specified in the Act, an Engineer's Report must be prepared on an annual basis which contains a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.

The City Council must also annually adopt a resolution of intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- Refers to the assessment district by its distinctive designation and indicates the general location of the assessment district.
- Refers to the report of the engineer, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

If the assessments are to be levied in the same or lesser amounts than the maximum assessment allowed, the City Clerk shall give notice of the public hearing by causing the Resolution of Intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If the assessment to be levied exceeds the maximum assessment allowed, the City must comply with the procedures specified in Article XIII D and Proposition 218.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the report. If confirmed, the assessments would be submitted to the County Auditor Controller for inclusion on the property tax roll.

Beginning in 2025, NBS became the Assessment Engineer for the District. To maintain an accurate reference and legally defensible record of the District, pertinent language used in previous engineer's reports has been retained herein and is cited with footnotes, as appropriate.

2.3 Legislative Context

In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D imposes certain substantive and procedural requirements on any agency that wishes to levy special assessments.

Article XIII D imposes four basic substantive requirements on assessments[1]:

- All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified;
- The general benefits must be distinguished from the special benefits conferred on the parcels;
- The proportionate special benefit derived by each parcel must be determined in relationship to the entirety of the capital improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided; and
- The amount assessed to a parcel must not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to the general benefit.

Since the initial passage of Proposition 218, several court rulings have helped provide context and direction on the practical implementation procedures and requirements for levying assessments. Several of the key concepts from these rulings are summarized below.

[1] *California Constitution Article XIII D Section 4.*

GENERAL BENEFIT

Article XIII D requires an agency to separate the general benefits from the special benefits conferred because only special benefits are assessable.

The Court of Appeal in *Golden Hills Neighborhood Assn., Inc. v. City of San Diego* (2011)[2] clarified this concept by stating, "*Separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits*."

The Court of Appeal in *Beutz v. County of Riverside* (2010) ("Beutz")[3] quoted from the Legislative Analyst's Office pamphlet titled "Understanding Proposition 218" which states an agency must, "*estimate the amount of special benefit landowners would receive from the project or service, as well as the amount of 'general benefit.' This step is needed because Proposition 218 allows local government to recoup from assessments only the proportionate share of cost to provide the special benefit.*"

The Court in *Beutz* furthered this idea stating, "*Separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits*."

The Court of Appeal in *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority* (2008) ("SVTA")[4] clarified that general benefits are not restricted to benefits conferred only on persons and property outside the assessment district but can include benefits both conferred on real property located in the district or to the public at large. The "public at large" includes all members of the public, including those who live, work, and shop within the district, and not simply transient visitors.

BENEFIT-BASED NOT COST-BASED

In *Bonander v. Town of Tiburon* (2009) ("Tiburon")[5], the Court of Appeal clarified the idea that assessments must be apportioned based upon benefit rather than cost. The Court stated, "*proportionate special benefit is the basis upon which a project's total assessable costs are apportioned among parcels within an assessment district.*"

The assessment on a particular property cannot be based on the relative cost of the improvements, but rather the special benefit conferred on such property. The Court in *Tiburon* also stated, "*an assessment represents the entirety of the cost of the improvement or property-related service, less any amount attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property*."

PUBLIC PROPERTY

Section 4, Subdivision (a) of Article XIII D states, in part, "*Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive*

[2] *Golden Hill Neighborhood Assn. v. City of San Diego CA4/1, D062203 (Cal. Ct. App. 2013)*
[3] *Beutz v. County of Riverside, 109 Cal. Rptr. 3d 851 (Cal. Ct. App. 2010)*
[4] *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority, 44 Cal. 4th 431 (2008).*
[5] *Bonander v. Town of Tiburon, 147 Cal. App. 4th 1116 (Cal. Ct. App. 2007)*

no special benefit." Historically there had been differing opinions about whether this requirement that publicly owned property should not be exempt actually meant those properties must be assessed.

The Court of Appeal in *Manteca Unified School District v. Reclamation District No. 17 et al* (2017)[6] clarified this issue by stating, *"Section 4, Subdivision (a) of Article XIII D of the California Constitution unambiguously conditions any continuing benefit assessment exemption on a showing by clear and convincing evidence of no special benefit.*"

IMPRECISION

The Court in *Tiburon* acknowledged the difficulty of trying to precisely assign and measure special benefit, stating, "*Any attempt to classify special benefits conferred on particular properties and to assign relative weights to those benefits will necessarily involve some degree of imprecision.*"

The Court in *Tiburon* went on to say that a formula assigning equal weight to different special benefits *"may be a legally justifiable approach to measuring and apportioning special benefits,* [but] *it is not necessarily the only valid approach. Whichever approach is taken to measuring and apportioning special benefits; however, it must be both defensible and consistently applied*."

[6] *Manteca Unified School District v. Reclamation District No. 17 et al, C077906 (Cal. Ct. App. 2017)*

3. PLANS AND SPECIFICATIONS

The work and improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to assessor parcels within the District defined in the Method of Assessment herein. Consistent with the Act, the improvements are generally described as follows:

The City maintains landscaping and other improvements in locations within the District's boundaries. The work and improvements to be undertaken by the District, and the cost thereof paid from the levy of the annual assessment provide special benefit to parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by the Act, the work and improvements are generally described as mini-parks, slopes, and open space areas within the District. The Assessment Diagram shows the location and extent of the Improvements to be installed, maintained or serviced by the proceeds from the assessment.

Installation, maintenance and servicing of Improvements, may include, but are not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, sidewalks, parking lots, lighting, fencing, entry monuments, basketball courts, tennis courts, other recreational facilities, graffiti removal and repainting, labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

Installation - means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, walkways, drainage and lights, playground equipment, play courts, playing fields, recreational facilities and public restrooms.

Maintenance - means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste; the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing - means the furnishing of electric current, or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements, or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (according to Streets & Highways Code §22526).

Modifications to the District structure could include, but are not limited to, substantial changes or expansion of the Improvements provided, substantial changes in the service provided, modifications or restructuring of the District including annexation or detachment of specific parcels, revisions in the method of apportionment, or proposed new or increased assessments.

The assessment proceeds will be exclusively used for Improvements within the District plus incidental expenses.

4. ESTIMATE OF COSTS

4.1 District Budget

Fiscal Year 2026/27 estimated costs of maintenance and servicing the Improvements as described in the Plans and Specifications of this Report are summarized below.

Description	Proposed FY 2026/27 Costs
Salaries & Benefits	$41,579
Advertising	3,500
Utilities	137,000
Maintenance of Grounds/Buildings	35,000
Professional Services	5,000
Trail & Landscape Maintenance	330,000
Tree Maintenance	32,000
Weed/Pest Abatement	60,000
Additional Enhancement & Improvement	0
Total Estimated Expenditures	**$644,079**
Contingencies/Reserves	370,076
Contributions from Other Sources (1)	(305,452)
Fiscal Year 2026/27 Net Amount to be Assessed (2)	**$708,703**

(1) Includes City General Fund contribution and fund balance carryover.

(2) The net available funds, after incidental, administrative, financing and other costs shall be expended exclusively for Improvements within the boundaries of the District or as described herein, and appropriate incidental and administrative costs as defined in the Plans and Specifications section.

A list containing the Fiscal Year 2026/27 assessment and number of parcels proposed to be assessed is included in Section 7 of this Report.

4.2 Balance to Levy

The following table shows the total costs, additional revenues and contributions, and the balance to levy for Fiscal Year 2026/27.

Description	Amount
Salaries & Benefits	$41,579
Operating Expenses & Services	602,500
Enhancements / Improvements / Reserves	370,076
Total District Costs	$1,014,155
Contribution to (from) Operational Reserves	(262,814)
Other Revenue Sources [1]	(42,638)
Balance to Levy	**$708,703**

(1) Includes City General Fund contribution.

Total District Costs - Includes the personnel services, maintenance, and operations, capital (including capital replacement costs), indirect costs, and equipment.

Contribution to (from) Operational Reserves - The operational reserves item provides funds to operate the District from the time period of July 1 (beginning of the fiscal year) through January when the County provides the City with the first installment of assessments collected from the property tax bills. This eliminates the need for the City to transfer funds from non-District accounts to pay for District charges during the first half of the fiscal year. Negative amounts shown here are transfers that are used to reduce the Balance to Levy.

Other Revenue Sources - The amount of additional funds designated for use by the District that are not from District assessments. These funds are added to the District account to reduce assessments and may be from either non-District sources including City General Fund contributions, fund balance carryover, or District sources including interest earnings.

Balance to Levy - The total amount to be levied and collected through assessments for the current fiscal year. The Balance to Levy represents the sum of the total direct and administration costs, reserves, contributions, and other revenue sources.

5. METHOD OF APPORTIONMENT

The following section includes an explanation of the benefits to be derived from the Improvements throughout the District, as well as a description of the assessment methodology used to apportion the total assessment to properties within the District.

The Fiscal Year 2024/25 Engineer's Report was prepared by a different engineer of record and specific language from the Fiscal Year 2024/25 Engineer's Report [7] has been referenced to describe the Method of Apportionment within the following section of this Report.

The District consists of all assessor parcels within the boundaries as defined by the Assessment Diagram included with this Report. Further, all assessor parcels, including all privately and publicly owned parcels, are identified by Assessor Parcel Numbers listed within the included assessment roll. The method used for apportioning the assessment is based on the proportional special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The assessment is apportioned to the parcels in proportion to the relative special benefit from the Improvements.

The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements, and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

5.1 Special Benefit

The improvements are expected to confer certain special benefits to the parcels within the District. Pursuant to the Prior Engineer's Report, the special benefit conferred to parcels is more fully described as follows:

> *The following benefit categories summarize the types of special benefit to residential, commercial, industrial, and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:*
>
> *A. Proximity and access to Improved Landscaped Areas and Other Public Improvements within the District.*
>
> *B. Improved Views within the District.*
>
> *C. Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.*
>
> *D. Safety and Security within the District.*
>
> *E. Creation of individual lots for residential use that, in absence of the assessments, would not have been created.*

[7] *Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 39-2022, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").*

The SVTA decision provides enhanced clarity to the definitions of special benefits from landscaping and parks to properties in three distinct areas: proximity, expanded or improved access, and views. The SVTA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA decision also provides specific guidance that setback landscaping is a direct advantage and special benefit to property that is proximate to a landscaped area that is improved by an assessment:

The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).

Proximity, improved access and views, in addition to the other special benefits listed herein further strengthen the basis of these assessments. [8]

In addition, the following special benefits are identified in the Prior Engineer's Report:

PROXIMITY TO IMPROVED LANDSCAPED AREAS WITHIN THE DISTRICT

Only the specific properties within close proximity to the Improvements are included in the District. The District has been narrowly drawn to include the properties that receive special benefits from the Improvements. Therefore, property in the District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the District do not share.

In absence of the assessments, the Improvements would not be provided, and the public improvements funded in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

IMPROVED VIEWS WITHIN THE DISTRICT

The City, by maintaining permanent public improvements funded by the assessments in the District, provides improved views to properties in the District. The properties in the District enjoy close and unique proximity, access and views of the specific Improvements funded in the District; therefore, the improved and protected views provided by the assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

EXTENSION OF A PROPERTY'S OUTDOOR AREAS AND GREEN SPACES FOR PROPERTIES WITHIN CLOSE PROXIMITY TO THE IMPROVEMENTS

In large part because it is cost prohibitive to provide large open land areas on property in the District, the residential, commercial and other benefiting properties in the District do not have large outdoor areas

[8] *Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 38, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").*

and green spaces. The Improvements within the District provide additional outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties in the District because such properties have uniquely good and close proximity to the Improvements.

SAFETY AND SECURITY WITHIN THE DISTRICT

The City, through proper installation, maintenance, and servicing of public and private improvements funded by the assessments in the District, provides increased security and safety by preventing crime and suppressing fire. For parks and recreation improvements, proper lighting and well-kept landscapes help to deter crime and vandalism. Other landscaped area activities such as slope maintenance and brush clearing provide critical fire suppression.

CREATION OF INDIVIDUAL LOTS FOR RESIDENTIAL USE THAT, IN ABSENCE OF THE ASSESSMENTS, WOULD NOT HAVE BEEN CREATED

In the District, the original owner/developer(s) of the property within the District agreed unanimously to the assessments. The assessments provide the necessary funding for improvements that were required as a condition of development and subdivision approval. Therefore, such assessments allowed the original property to be subdivided and for development of the parcels to occur. As parcels were sold, new owners were informed of the assessments through the title reports, and in some cases, through Department of Real Estate "White Paper" reports that the parcels were subject to assessment. Purchase of property was also an "agreement" to pay the assessment.

Therefore, in absence of the assessments, the lots within most of the District would not have been created. These parcels, and the improvements that were constructed on the parcels, receive direct advantage and special benefit from the assessments.

SUMMARY OF RELATIVE WEIGHT OF BENEFIT FACTORS

A solid argument could be made that the creation of individual lots benefit comprises 100% of the benefit because the Improvements were incorporated into the original planning and design of the subdivision, and thus were deemed to be necessary and required for the development of the lot. Without those Improvements and associated benefit, the lots would not have been created. Nevertheless, four other definitive benefits accruing to the parcels within the District are identified, and an allowance should be made within the overall relative importance of benefits. The relative benefit level of the five identified benefits used in this Report is shown below.

Benefit Category	Relative Weight
Proximity & Access	10%
Views	10%
Outdoor Area Extension	10%
Safety & Security	10%
Creation of Lots	60%
Total Benefit	100%

5.2 General Versus Special Benefit

Article XIIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section. In other words:

Total Benefit	=	General Benefit	+	Special Benefit

There is no widely accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by other properties. SVTA provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described and then budgeted so that it is funded by sources other than the assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The assessment will fund Improvements "over and above" this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

General Benefit	=	Benefit to Real Property Outside the District	+	Benefit to Real Property Inside the District that is Indirect and Derivative	+	Benefit to the Public at Large

Special benefit, on the other hand, is defined in the state constitution as "a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large." The SVTA decision indicates that a special benefit is conferred to a property if it "receives a direct advantage from the improvement (e.g., proximity to a park)." In these assessments, as noted, properties in the District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special and is only minimally received by property outside the Districts or the public at large.

5.3 Quantification of General Benefit

Although the analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

In this section, the general benefit from the Improvements is liberally estimated and described using the precise language from the Prior Engineer's Report in the sections below.

BENEFIT TO PROPERTY OUTSIDE THE DISTRICT

Properties within the District receive almost all of the special benefits from the Improvements because properties in the District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large.

However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessments. The general benefit to property outside of the District is calculated with the parcel and data analysis.

Since certain properties outside the District enjoy close proximity and access to the Improvements cannot be assessed by the District, this is a form of general benefit to other property. There are eight parcels outside the District that lie within a half mile travel distance of one of mini parks within the District. In addition, there are 79 parcels outside the District that are directly adjacent to areas where brush clearing activity is performed by the District. The benefits conferred to these properties do not include the Lot Creation benefit factor, therefore the benefit is reduced by 60%. The general benefit to property outside of the District is calculated as follows.

Assumptions:

- 87 Parcels Outside the District
- 1,246 Parcels In the District
- 40% Benefit Factor

Calculation of General Benefit to Property Outside the District: 87 / (87 + 1,246) x 40% = 2.61%.

BENEFIT TO PROPERTY INSIDE THE DISTRICT THAT IS INDIRECT AND DERIVATIVE

The "indirect and derivative" benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the other Improvements are clearly "over and above" and "particular and distinct" when compared with the baseline level of service and the unique proximity, access and views of the other Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA decision indicates there may be general benefit "conferred on real property located in the district." A measure of the general benefits to property within the assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 1.51% of the land area in the District is used for such regional purposes, so this is a measure of the general benefits to property within the District.

BENEFIT TO THE PUBLIC AT LARGE

The general benefit to the public at large can be estimated by the proportionate amount of time that the District's Improvements are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. There are two ways in which the public at large can enjoy the improvements, with each counting for half the general benefit: use of parks, and pass-by trips where landscaped areas can be viewed.

In the case of the mini parks that serve primarily the neighborhood, City staff estimate that approximately 10% of the users do not live, work or own property in the District. The general landscape improvements are typically along slopes and open space areas, out of view of the general public, so no general benefit is conferred for views of landscaping.

Finally, the general benefits conferred to the public at large does not include the benefit of lot creation, so this benefit is further reduced by half. Therefore, (50% of 10%) x 50% = 2.50% of the benefits from the Improvements are general benefits to the public at large.

TOTAL GENERAL BENEFITS

Using a sum of these three measures of general benefit, approximately 6.62% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

Landscaping General Benefit Calculation

Outside the District	2.61%
Inside the District	1.51%
Public At Large	2.50%
Total General Benefit	6.62%

CURRENT GENERAL BENEFIT CONTRIBUTION FROM THE CITY

This general benefit cannot be funded from the assessments; it must be funded from other sources such as the City's General Fund or other non-District funds. These contributions can also be in the form of in-lieu contributions to the installation and maintenance of the Improvements such as other City assets that support and protect the Improvements. The City will contribute both monetary and in-lieu resources to ensure that the general benefits conferred by the proposed Improvements are not funded by the assessments.

5.4 Zones of Benefit

The boundaries of the District were developed in conjunction and concurrent with the planning and design of the subdivisions and Improvements and thus include only the properties in the City that are proximate to the Improvements and that would materially benefit from the Improvements. Certain other properties surrounding the District were not part of the designed association between the Improvements and the assessed areas and are generally less proximate to the Improvements. In other words, the boundaries of the District have been narrowly drawn to include only properties that will specially benefit from the Improvements and would receive a declining level of service if the Assessments were not approved.

The SVTA decision indicates:

> *"In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not 'particular and distinct' and are not 'over and above' the benefits received by other properties 'located in the district.'*
>
> *"We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district's property values)."*

In the District, the benefit that each parcel receives from the Improvements is direct, and the boundaries are narrowly drawn to include only parcels that benefit from the assessment. However, proximity to the improvements varies somewhat within the District. In order to most conservatively assure that assessments are proportional to the relative benefits in the District, three zones have been created:

A. In the area south of Grand Avenue the concentration of landscaped areas (brush and slopes) as well as mini parks is the greatest.

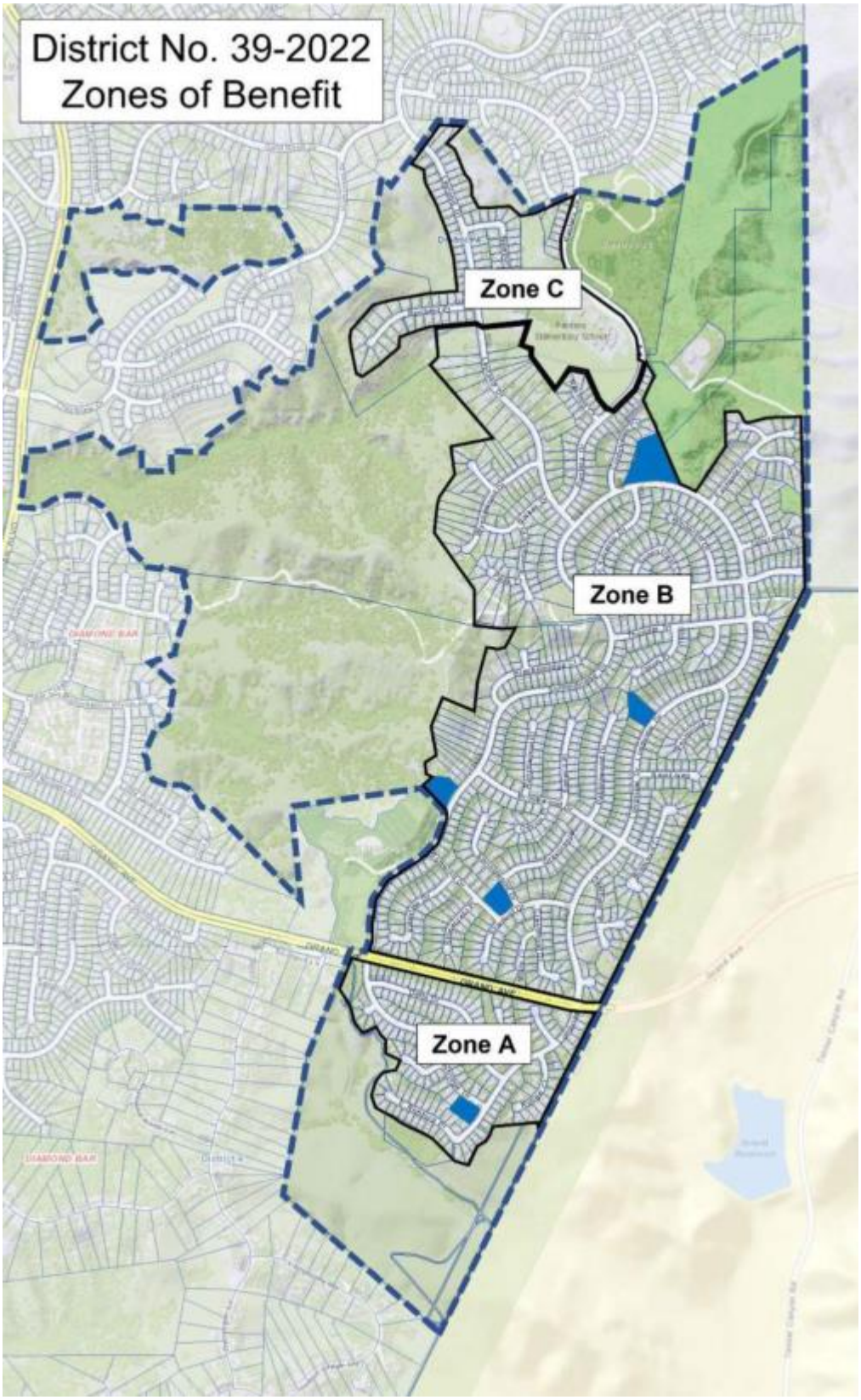
B. In the area north of Grand Avenue but south of Pantera Park there is less concentration of landscaped slopes and brush-cleared areas, but still a high concentration of mini parks.

C. In the area around and north of Pantera Park there is less concentration of landscaped slopes and brush-cleared areas and no mini parks within a half-mile.

Based on the varying characteristics of these three distinct zones, each of the five benefit categories have been assigned a benefit factor to estimate the overall relative benefit. Using Zone A as the benchmark (100%), the other two zones derive less benefit due to the proximity of relatively fewer improvements. This estimation is summarized below.

Benefit Category	Weight	Zone A		Zone B		Zone C	
		Factor	Benefit	Factor	Benefit	Factor	Benefit
Proximity & Access	10%	100%	10%	75%	7.5%	75%	7.5%
Views	10%	100%	10%	100%	10%	75%	7.5%
Outdoor Area Extension	10%	100%	10%	100%	10%	75%	7.5%
Safety & Security	10%	100%	10%	100%	10%	100%	10%
Creation of Lots	60%	100%	60%	100%	60%	100%	60%
Relative Benefit	100%		100%		97.5%		92.5%

A general map of the location of the Zones is shown below.



5.5 Method of Assessment

The development of an assessment methodology requires apportioning benefit to determine the relative special benefit for each property. The precise language from the Prior Engineer's Report is included below:

> *The allocation of special benefits to property is partially based on the type of property and the size of property. These benefits can also partially be measured by the occupants on property in the District because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. It should be noted that many other types of "traditional" assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Therefore, the apportionment of benefit is reasonably based on the type of parcel, the size of parcels and the population density of parcels.*
>
> *The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single-family home, or, in other words, on the basis of Single Family Equivalents ("SFE"). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Report, all properties are assigned an SFE value, which is each property's relative benefit in relation to a single-family home on one parcel. In this case, the "benchmark" property is the single-family detached dwelling which is one Single Family Equivalent or one SFE.*[9]

RESIDENTIAL PROPERTIES

In the District, there is only one type of residential property present: the single-family home. Other types of residential property, such as multifamily, apartments and condominiums, are not present. Furthermore, the property in the District is fully developed, has been stable since its original development in the late 1980s, and is zoned such that a change in that dominate land use is not expected in the future. As a result, there is no need for a detailed analysis of population densities to determine relative benefit for other types of residential properties. Each single-family residential property is assigned one SFE.

VACANT/UNDEVELOPED PROPERTIES

While there are currently no vacant or undeveloped properties in the District, the following discussion is included in the event that properties become vacant in the future.

The benefit to undeveloped properties is determined to be proportional to the corresponding benefits for similar type developed properties, but at a lower rate due to the lack of improvements on the property. A measure of the benefits accruing to the underlying land is the average value of land in relation to Improvements for developed property. An analysis of the assessed valuation data from the City found

[9] *Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 38-2022, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").*

that approximately 45% of the assessed value of improved properties is classified as the land value. It is reasonable to assume, therefore, that approximately 45% of the benefits are related to the underlying land and 55% are related to the improvements and the day-to-day use of the property. Using this ratio, the SFE factor for vacant/undeveloped parcels is 0.45 per parcel.

OTHER PROPERTY TYPES

Notwithstanding the foregoing discussion, there are four other types of property uses to be considered:

School Property: Pantera Elementary School lies within the District and may derive some benefit from the Improvements. However, all benefits that may be derived from the Improvements are included in the General Benefits calculation noted earlier. Therefore, the School accrues no further Special Benefit and is not assessed a fee.

Municipal Park: Pantera Park lies partly within the District. However, all benefits that may be derived from the Improvements are included in the General Benefits calculation noted earlier. Therefore, the park accrues no further special benefit and is not assessed.

Water Utility: The Walnut Valley Water District owns a parcel with two water tanks used to supply water for domestic use and fire protection. This property has no people stationed on-site and derives no benefit in any category. Therefore, it is not assessed.

Open Space: The open space parcels that lie within the District are part of the Improvements (views, safety and security, etc.) Therefore, these parcels are not assessed.

5.6 Annual Assessment Calculation

The table below shows the calculation of the estimated number of SFEs for each Zone for Fiscal Year 2026/27.

Zone	Parcel Count	SFE Factor	SFEs
A	176	100%	176.000
B	971	97.5%	946.725
C	99	92.5%	91.575
Total	**1,246**		**1,214.300**

The following table shows the calculation of the assessment rate.

Description	Fiscal Year 2026/27 Amount
Balance to Levy [(1)]	$708,703.00
Total SFEs	1,214.300
Assessment rate per SFE	**$583.63**

(1) Does not include rounding.

The assessment rate per Zone is shown below.

Zone	Fiscal Year 2026/27 Assessment Rate
A	$583.63
B	569.04
C	539.86

5.7 Cost of Living Inflator

The assessment shall be subject to an adjustment tied to the Consumer Price Index-U for the Los Angeles-Riverside-Orange County area as of December of each succeeding year (the "CPI"). The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the change in CPI.

In January 2018, the Bureau of Labor Statistics ("BLS") updated their geographic areas for computing CPI. Previously, the Los Angeles-Riverside-Orange County index was made up of Los Angeles, Orange, Riverside, San Bernardino, and Ventura counties. The BLS divided this index into two areas; one that represents Los Angeles and Orange counties (Los Angeles-Long Beach-Anaheim) and another that represents Riverside and San Bernardino counties (Riverside-San Bernardino-Ontario).

The annual resolution approving this Report specifies that the CPI to be used for the calculation of the maximum assessments is the Los Angeles-Long Beach-Anaheim Index. The annual CPI from December 2024 to December 2025 was 3.01%.

5.8 Duration of Assessment

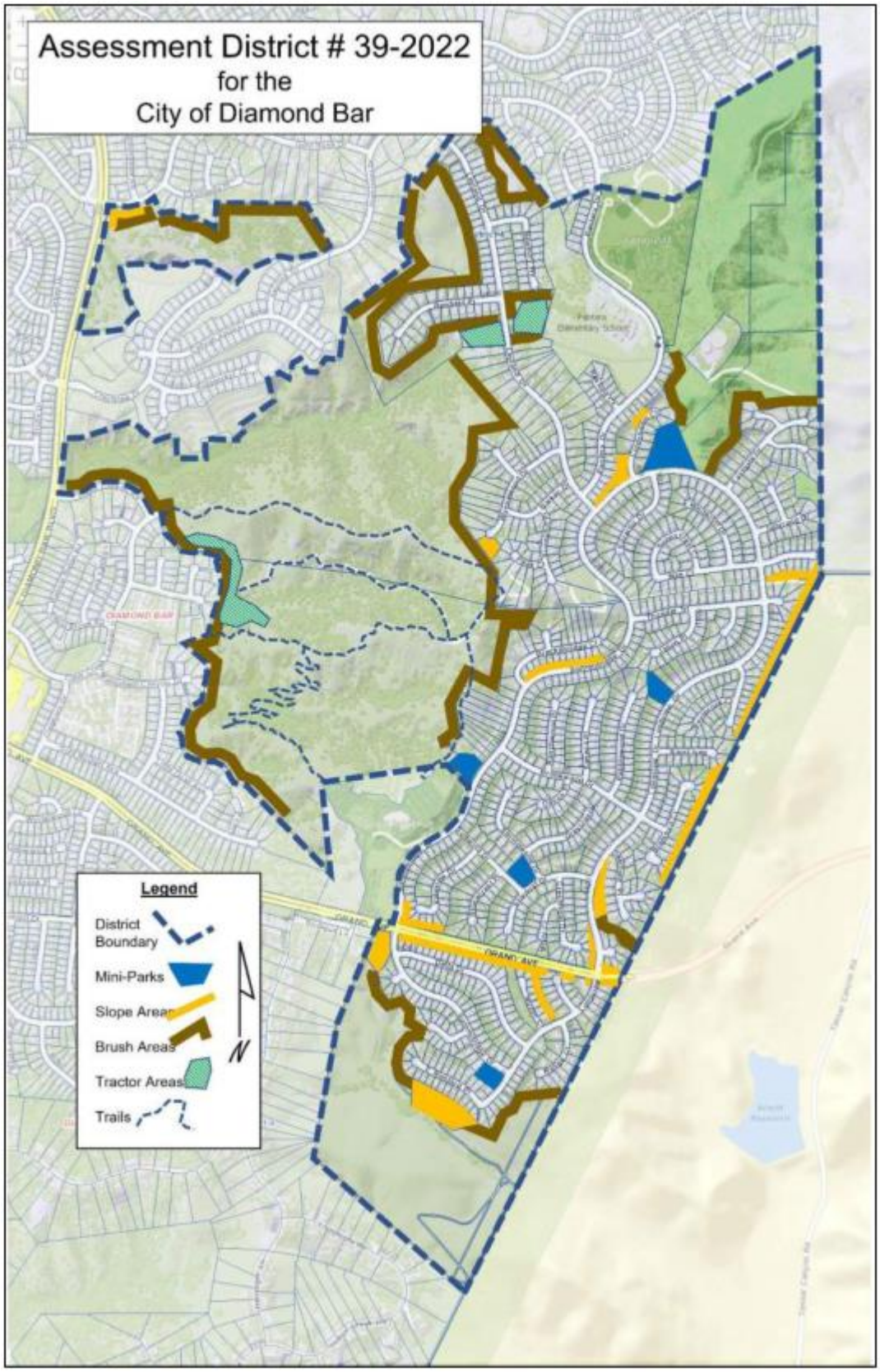
It is proposed that the assessments be continued every year after their formation, so long as the public improvements need to be maintained and improved, and the City requires funding for the Improvements in the District. As noted previously, the assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the assessment, improvements to be provided, and other specifics of the assessment. In addition, the City Council must hold an annual public hearing to continue the assessment.

5.9 Appeals and Interpretation

Any property owner who feels that the assessment levied on the subject property is in error, as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the City Manager or his or her designee. Any such appeal is limited to correction of an assessment during the then-current Fiscal Year and applicable law. Upon filing of any such appeal, the City Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Manager or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with the County for collection, the City Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Manager or his or her designee shall be referred to the City Council, and the decision of the City Council shall be final.

6. ASSESSMENT DIAGRAM

The parcels to be assessed in the District are shown on the Assessment Diagram, which is on file with the City Clerk of the City and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the County Assessor of the County of Los Angeles, at the time this Report was prepared, and are incorporated by reference herein and made part of this Report.


Assessment District # 39-2022
for the
City of Diamond Bar
Legend
District Boundary
Mini-Parks
Slope Areas
Brush Areas
Tractor Areas
Trails
N
GRAND AVE

7. ASSESSMENT ROLL

Assessor's parcel identification, for each lot or parcel subject to the assessment, shall be based on the County Assessor's secured roll data for the applicable year in which this Report is prepared and is incorporated herein by reference.

A listing of assessor's parcels subject to the assessments for Fiscal Year 2026/27, along with the assessment amounts, is on file in the office of the City Engineer and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the charge amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method outlined in the method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Levying Assessments on Landscape Assessment District No. 41-2021 for Fiscal Year 2026/27.

STRATEGIC GOAL: Responsible Stewardship of Public Resources

RECOMMENDATION:

A. Receive presentation, open Public Hearing to receive testimony, close Public Hearing; and,
B. Adopt Resolution No. 2026-27 to levy and collect assessments for Landscape Assessment District No. 41-2021 for Fiscal Year 2025/26.

FINANCIAL IMPACT:

The District will generate an estimated amount of $330,305. Additionally, there will be 3.84% of that generated amount from the City's General Fund contribution to fulfill the required General Benefit (estimated at $17,453), and a Carryover Fund Balance of $181,367. Sufficient Funding is available in the Adopted FY 2026/27 Budget.

BACKGROUND:

As part of the assessment district updates, the City must undergo a three-step process. This is the final part of the three-step process in which the City Council conducts a public hearing on the District's proposed annual assessment, and subsequently considers the related resolution confirming the levy assessments. Throughout the entire process, all proceedings for the maintenance of improvements have been pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 Division 15 of the Streets and Highways Code of the State of California and applicable provisions of Proposition 218, Article 10 XIIID of the California Constitution.

On April 7, 2026, the City Council adopted Resolution No. 2026-10, ordering the City Engineer to prepare and file an Engineer's Report related to maintenance of improvements in Landscaping Assessment District No. 41-2021 (District) and any assessment thereon for Fiscal Year 2026/27.

On May 19, 2026, the City Council adopted Resolution No. 2025-13, declaring the City's intention to levy and collect assessments for the District and directing staff to advertise the Public Hearing to be set for the July 16, 2026, regular meeting.

ANALYSIS:

The attached Engineer's Report for the City's Landscaping Assessment District Number 41-2021 (Attachment 2), which has been prepared pursuant to provisions of the Landscaping and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California, includes authority for the report, estimated costs of operation and maintenance, a diagram for the District and the assessments.

The number of parcels within the District is 554 parcels. The Engineer's Report contains a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the District for Fiscal Year 2026/27. The proposed assessment amounts for the single-family and multi-family parcels are $608.88 and $560.17, respectively, an increase of 3% from Fiscal Year 2025/26.

LEGAL REVIEW:

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

PREPARED BY:

Nicholas Delgado, Management Analyst, Public Works

ATTACHMENTS:

1. Resolution No. 2026-27
2. LAD No. 41-2021 Final Engineer's Report

RESOLUTION NO. 2026-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR APPROVING THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR CITY OF DIAMOND BAR LANDSCAPING ASSESSMENT DISTRICT NO. 41-2021 FOR FISCAL YEAR 2026-27.

WHEREAS, by Resolution No. 2026-13, the City Council approved the Engineer's Report ("Report") of the Engineer of Work related to City of Diamond Bar Landscaping Assessment District No. 41-2021 ("District") prepared pursuant to Part 2 of Division 15 of the California Streets and Highways Code (§ 22500, et seq.), known as the Landscaping and Lighting Act of 1972 ("Act"), which described the improvements thereon, and gave notice of and fixed the time and place of the public hearing on the question of assessment thereon for fiscal year 2026-27. A diagram of the area encompassed by the District is attached hereto as Exhibit A; and

WHEREAS, the Report is on file with the City Clerk of the City of Diamond Bar; and

WHEREAS, said hearing was duly and properly noticed, commenced in the SCAQMD Auditorium located at 21865 Copley Drive, Diamond Bar, California on June 16, 2026, and was concluded prior to the adoption of this Resolution; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

Section 1. The Recitals of this Resolution are in all respects true and correct.

Section 2. The City Council hereby expressly overrules any and all protests filed objecting to the proposed improvements specified herein or the assessment levied, therefore.

Section 3. Based upon its review of the Report, and other reports and information, the City Council hereby finds that (i) the land within the District will be benefitted by the improvements specified in the Report, (ii) the District includes all of the lands so benefitted, and (iii) the net amount to be assessed upon the lands within the District for the fiscal year 2026-27 is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

Section 4. The improvements specified in the Report are hereby ordered to be completed.

Section 5. The assessment diagram contained in the Report and the assessment rates of $608.88 for the single-family and $560.17 for condominium parcels, respectively, within said District are hereby adopted and confirmed and said assessment is hereby levied for the fiscal year 2026-27.

Section 6. The assessment is in compliance with the provisions of the Act, and the City Council has complied with all laws pertaining to the levy of an annual assessment pursuant to the Act. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Report for fiscal year 2026-27.

Section 7. The City Council hereby certifies that the assessments to be placed on the 2026-27 property tax bills meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California Constitution.

Section 8. The assessments are levied without regard to property valuation.

Section 9. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund for use in City of Diamond Bar Landscaping Assessment District No. 41-2021.

Section 10. The City Clerk is hereby authorized and directed to file the diagram and assessment with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 11. A certified copy of the assessment and diagram shall be filed in the office of the City Clerk and open for public inspection.

Section 12. The City Clerk shall certify to the adoption of this Resolution.

PASSED, ADOPTED AND APPROVED this 16th day of June 2026.

CITY OF DIAMOND BAR

_____
Steve Tye, Mayor

[*Signatures continued on the following page*]

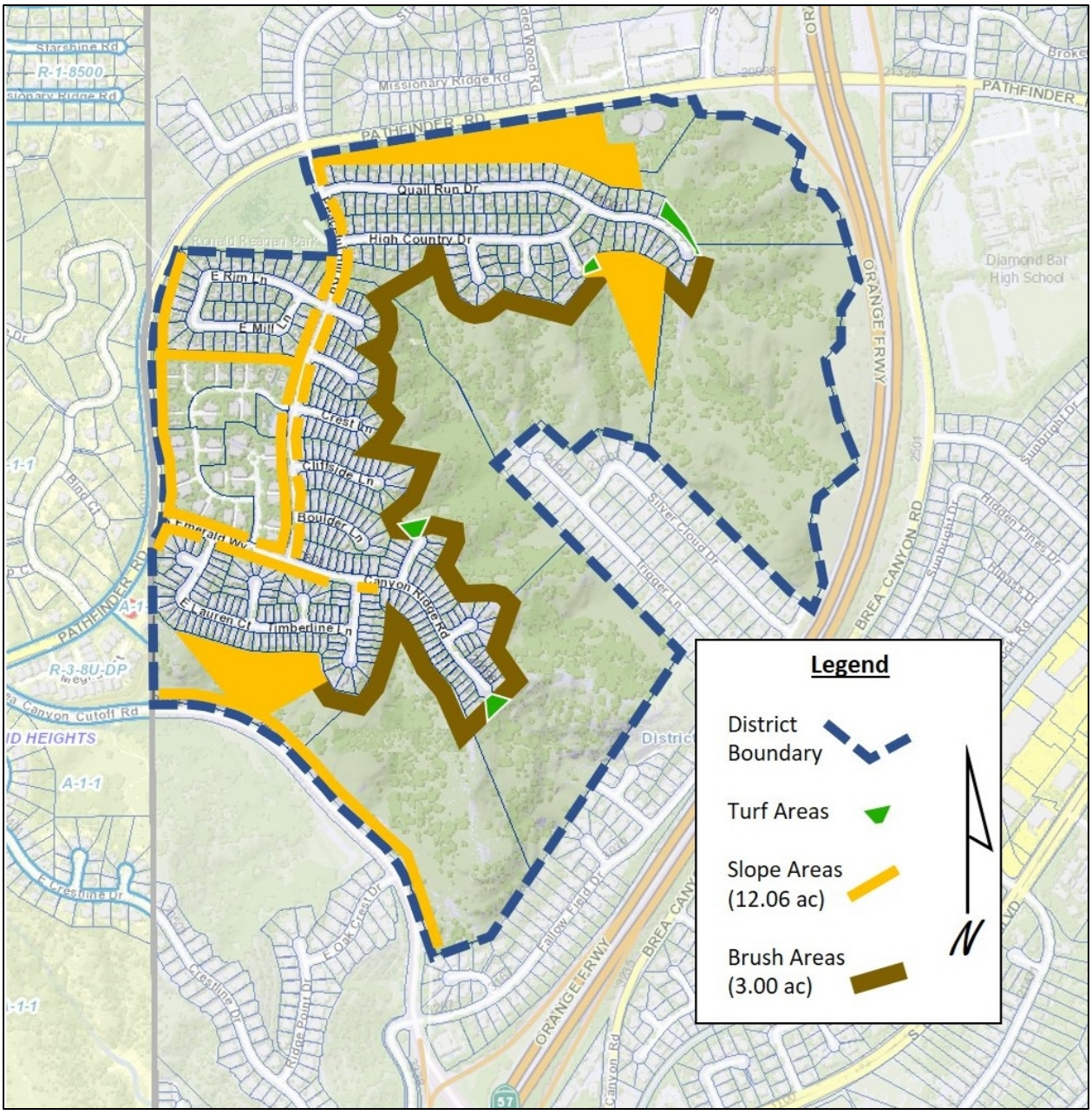
ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at the regular meeting of the City Council of the City of Diamond Bar held on the 16th day of June 2026, by the following roll call vote:

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

_____
Kristina Santana, City Clerk

Exhibit A
Landscaping Assessment District No. 41-2021



CITY OF DIAMOND BAR

Fiscal Year 2026/27 Engineer's Report For:

Landscaping Assessment District No. 41-2021

May 2026

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1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of Diamond Bar (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), directed NBS to prepare and file the Annual Engineer's Report for the Landscaping Assessment District No. 41-2021 (the "District") for Fiscal Year 2026/27, in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution (the "Article XIII D"). The report presents the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2026/27, the diagram for the District, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the District in proportion to the special benefit received.

NOW THEREFORE, the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation, and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received.

District	Parcel Count [1]	Single-Family Equivalents	Proposed FY 2026/27 Rate	Proposed FY 2026/27 Assessment Amount [2]
Landscaping Assessment District No. 41-2021	554	542.48	$608.88	$330,305.00

(1) Includes active and levied parcels.
(2) Does not include rounding.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed and levied in accordance with the assessment methodology adopted, approved and ordered by the City Council of the City of Diamond Barat the time of District formation.

John G. Egan

John G. Egan, P. E.
Assessment Engineer
5/20/2026



2. INTRODUCTION

2.1 Background

The City of Diamond Bar (the “City”) services and maintains turf areas, slopes and open space areas, and other improvements (the “Improvements”) in the Diamond Bar Hills area of the City. In order to fund the maintenance and operation (the “Services”) of these projects and Improvements, Landscaping Assessment District No. 41 was formed in 1985 by the County of Los Angeles prior to the incorporation of the City of Diamond Bar. Upon incorporation in 1989, the City assumed jurisdiction over the District. Since the passage of Proposition 218, the assessments for this existing district cannot be increased beyond the previously approved amount of $280.00 per parcel. This assessment amount does not generate sufficient revenue to fund the District’s Improvements and Services, and the annual shortfalls have been funded by the City’s General Fund.

In 2021, the City Council directed that a new assessment be proposed and voted on by property owners within the District in accordance with Proposition 218 (Article XIIIC and D of the California Constitution). Their intent was to replace the existing District No. 41 with a new District No. 41-2021 that would adhere to the existing boundary and include the same improvements and services. These proposed assessments were supported by 87.55% of assessment ballots received from property owners (with each ballot weighted by the amount of assessments it represented). Therefore, on July 6, 2021, by its Resolution No. 2021-33, the City Council levied the new assessments for District No. 41-2021.

This Engineer’s Report (the "Report") was prepared to establish the budget for the Improvements (as described below) that will be funded by the Fiscal Year 2026/27 assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to Part 2 of Division 15 of the California Streets and Highways Code, commonly known as the Act, and Article XIII D.

2.2 Process for Annual Assessment

As required by the procedures specified in the Act, an Engineer’s Report must be prepared on an annual basis which contains a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.

The City Council must also annually adopt a resolution of intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- Refers to the assessment district by its distinctive designation and indicates the general location of the assessment district.

- Refers to the report of the engineer, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

If the assessments are to be levied in the same or lesser amounts than the maximum assessment allowed, the City Clerk shall give notice of the public hearing by causing the Resolution of Intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If the assessment to be levied exceeds the maximum assessment allowed, the City must comply with the procedures specified in Article XIII D and Proposition 218.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the report. If confirmed, the assessments would be submitted to the County Auditor Controller for inclusion on the property tax roll.

Beginning in 2025, NBS became the Assessment Engineer for the District. To maintain an accurate reference and legally defensible record of the District, pertinent language used in previous engineer's reports has been retained herein and is cited with footnotes, as appropriate.

2.3 Legislative Context

In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D imposes certain substantive and procedural requirements on any agency that wishes to levy special assessments.

Article XIII D imposes four basic substantive requirements on assessments[1]:

- All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified;
- The general benefits must be distinguished from the special benefits conferred on the parcels;
- The proportionate special benefit derived by each parcel must be determined in relationship to the entirety of the capital improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided; and
- The amount assessed to a parcel must not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to the general benefit.

[1] *California Constitution Article XIII D Section 4.*

Since the initial passage of Proposition 218, several court rulings have helped provide context and direction on the practical implementation procedures and requirements for levying assessments. Several of the key concepts from these rulings are summarized below.

GENERAL BENEFIT

Article XIII D requires an agency to separate the general benefits from the special benefits conferred because only special benefits are assessable.

The Court of Appeal in *Golden Hills Neighborhood Assn., Inc. v. City of San Diego* (2011)[2] clarified this concept by stating, "*Separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits*."

The Court of Appeal in *Beutz v. County of Riverside* (2010) ("Beutz")[3] quoted from the Legislative Analyst's Office pamphlet titled "Understanding Proposition 218" which states an agency must, "*estimate the amount of special benefit landowners would receive from the project or service, as well as the amount of 'general benefit.' This step is needed because Proposition 218 allows local government to recoup from assessments only the proportionate share of cost to provide the special benefit.*"

The Court in *Beutz* furthered this idea stating, "*Separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits*."

The Court of Appeal in *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority* (2008) ("SVTA")[4] clarified that general benefits are not restricted to benefits conferred only on persons and property outside the assessment district but can include benefits both conferred on real property located in the district or to the public at large. The "public at large" includes all members of the public, including those who live, work, and shop within the district, and not simply transient visitors.

BENEFIT-BASED NOT COST-BASED

In *Bonander v. Town of Tiburon* (2009) ("Tiburon")[5], the Court of Appeal clarified the idea that assessments must be apportioned based upon benefit rather than cost. The Court stated, "*proportionate special benefit is the basis upon which a project's total assessable costs are apportioned among parcels within an assessment district.*"

The assessment on a particular property cannot be based on the relative cost of the improvements, but rather the special benefit conferred on such property. The Court in *Tiburon* also stated, "*an assessment represents the entirety of the cost of the improvement or property-related service, less any amount attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property*."

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[2] *Golden Hill Neighborhood Assn. v. City of San Diego CA4/1, D062203 (Cal. Ct. App. 2013)*
[3] *Beutz v. County of Riverside, 109 Cal. Rptr. 3d 851 (Cal. Ct. App. 2010)*
[4] *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority, 44 Cal. 4th 431 (2008).*
[5] *Bonander v. Town of Tiburon, 147 Cal. App. 4th 1116 (Cal. Ct. App. 2007)*

PUBLIC PROPERTY

Section 4, Subdivision (a) of Article XIII D states, in part, "*Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.*" Historically there had been differing opinions about whether this requirement that publicly owned property should not be exempt actually meant those properties must be assessed.

The Court of Appeal in *Manteca Unified School District v. Reclamation District No. 17 et al* (2017)[6] clarified this issue by stating, *"Section 4, Subdivision (a) of Article XIII D of the California Constitution unambiguously conditions any continuing benefit assessment exemption on a showing by clear and convincing evidence of no special benefit.*"

IMPRECISION

The Court in *Tiburon* acknowledged the difficulty of trying to precisely assign and measure special benefit, stating, "*Any attempt to classify special benefits conferred on particular properties and to assign relative weights to those benefits will necessarily involve some degree of imprecision.*"

The Court in *Tiburon* went on to say that a formula assigning equal weight to different special benefits *"may be a legally justifiable approach to measuring and apportioning special benefits,* [but] *it is not necessarily the only valid approach. Whichever approach is taken to measuring and apportioning special benefits; however, it must be both defensible and consistently applied*."

[6] *Manteca Unified School District v. Reclamation District No. 17 et al, C077906 (Cal. Ct. App. 2017)*

3. PLANS AND SPECIFICATIONS

The work and improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to assessor parcels within the District defined in the Method of Assessment herein. Consistent with the Act, the Improvements are generally described as follows:

The City maintains landscaping and other improvements in locations within the District's boundaries. The work and Improvements to be undertaken by the District, and the cost thereof paid from the levy of the annual assessment provide special benefit to parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by the Act, the work and Improvements are generally described as mini-parks, slopes, and open space areas within the District. The Assessment Diagram shows the location and extent of the Improvements to be installed, maintained, or serviced by the proceeds from the assessment.

Installation, maintenance, and servicing of Improvements, may include, but are not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, sidewalks, parking lots, lighting, fencing, graffiti removal and repainting, labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

Installation - means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, walkways, drainage and lights, playground equipment, play courts, playing fields, recreational facilities, and public restrooms.

Maintenance - means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste; the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing - means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements, or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (according to Streets & Highways Code §22526).

Modifications to the District structure could include, but are not limited to, substantial changes or expansion of the Improvements provided, substantial changes in the service provided, modifications or

restructuring of the District including annexation or detachment of specific parcels, revisions in the method of apportionment, or proposed new or increased assessments.

The assessment proceeds will be exclusively used for Improvements within the District plus incidental expenses.

4. ESTIMATE OF COSTS

4.1 District Budget

Fiscal Year 2026/27 estimated costs of maintenance and servicing the Improvements as described in the Plans and Specifications of this Report are summarized below.

Description	Proposed FY 2026/27 Costs
Salaries & Benefits	$41,973
Advertising	3,000
Utilities	86,000
Maintenance of Grounds/Buildings	25,000
Professional Services	5,000
Landscape Maintenance	225,000
Tree Maintenance	23,000
Weed/Pest Abatement	45,000
Capital Improvements	0
Total Estimated Expenditures	**$453,973**
Contingencies/Reserves	75,152
Contributions from Other Sources (1)	(198,820)
Fiscal Year 2026/27 Net Amount to be Assessed (2)	**$330,305**

(1) Includes City General Fund contribution and fund balance carryover.

(2) The net available funds, after incidental, administrative, financing and other costs shall be expended exclusively for Improvements within the boundaries of the District or as described herein, and appropriate incidental and administrative costs as defined in the Plans and Specifications section.

A list containing the Fiscal Year 2026/27 assessment and number of parcels proposed to be assessed is included in Section 7 of this Report.

4.2 Balance to Levy

The following table shows the total costs, additional revenues and contributions, and the balance to levy for Fiscal Year 2026/27.

Description	Amount
Salaries & Benefits	$41,973
Operating Expenses & Services	412,000
Capital Improvements / Reserves	75,152
Total District Costs	$529,125
Contribution to (from) Operational Reserves	(181,367)
Other Revenue Sources [1]	(17,453)
Balance to Levy	**$330,305**

(1) Includes City General Fund contribution.

Total District Costs - Includes the personnel services, maintenance, and operations, capital (including capital replacement costs), indirect costs, and equipment.

Contribution to (from) Operational Reserves - The operational reserves item provides funds to operate the District from the time period of July 1 (beginning of the fiscal year) through January when the County provides the City with the first installment of assessments collected from the property tax bills. This eliminates the need for the City to transfer funds from non-District accounts to pay for District charges during the first half of the fiscal year. Negative amounts shown here are transfers that are used to reduce the Balance to Levy.

Other Revenue Sources - The amount of additional funds designated for use by the District that are not from District assessments. These funds are added to the District account to reduce assessments and may be from either non-District sources including City General Fund contributions, fund balance carryover, or District sources including interest earnings.

Balance to Levy - The total amount to be levied and collected through assessments for the current fiscal year. The Balance to Levy represents the sum of the total direct and administration costs, reserves, contributions, and other revenue sources.

5. METHOD OF APPORTIONMENT

The following section includes an explanation of the benefits to be derived from the Improvements throughout the District, as well as a description of the assessment methodology used to apportion the total assessment to properties within the District.

The Fiscal Year 2024/25 Engineer's Report was prepared by a different engineer of record and specific language from the Fiscal Year 2024/25 Engineer's Report [7] has been referenced to describe the Method of Apportionment within the following section of this Report.

The District consists of all assessor parcels within the boundaries as defined by the Assessment Diagram included with this Report. Further, all assessor parcels, including all privately and publicly owned parcels, are identified by Assessor Parcel Numbers listed within the included assessment roll. The method used for apportioning the assessment is based on the proportional special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The assessment is apportioned to the parcels in proportion to the relative special benefit from the Improvements.

The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements, and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

5.1 Special Benefit

The improvements are expected to confer certain special benefits to the parcels within the District. Pursuant to the Prior Engineer's Report, the special benefit conferred to parcels is more fully described as follows:

> *The following benefit categories summarize the types of special benefit to residential, commercial, industrial, and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:*
>
> *A. Proximity to Improved Landscaped Areas and Other Public Improvements within the District.*
>
> *B. Improved Views within the District.*
>
> *C. Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.*
>
> *D. Safety and Security within the District.*
>
> *E. Creation of individual lots for residential and commercial use that, in absence of the assessments, would not have been created.*

[7] *Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 41-2021, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").*

The SVTA decision provides enhanced clarity to the definitions of special benefits from landscaping and parks to properties in three distinct areas: proximity, expanded or improved access, and views. The SVTA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA decision also provides specific guidance that setback landscaping is a direct advantage and special benefit to property that is proximate to a landscaped area that is improved by an assessment:

The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).

Proximity, improved access and views, in addition to the other special benefits listed herein further strengthen the basis of these assessments. [8]

In addition, the following special benefits are identified in the Prior Engineer's Report:

PROXIMITY TO IMPROVED LANDSCAPED AREAS WITHIN THE DISTRICT

Only the specific properties within close proximity to the Improvements are included in the District. The District has been narrowly drawn to include the properties that receive special benefits from the Improvements. Therefore, property in the District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the District do not share.

In absence of the assessments, the Improvements would not be provided, and the public improvements funded in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

IMPROVED VIEWS WITHIN THE DISTRICT

The City, by maintaining permanent public improvements funded by the assessments in the District, provides improved views to properties in the District. The properties in the District enjoy close and unique proximity, access and views of the specific Improvements funded in the District; therefore, the improved and protected views provided by the assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

EXTENSION OF A PROPERTY'S OUTDOOR AREAS AND GREEN SPACES FOR PROPERTIES WITHIN CLOSE PROXIMITY TO THE IMPROVEMENTS

In large part because it is cost prohibitive to provide large open land areas on property in the District, the residential, commercial, and other benefiting properties in the District do not have large outdoor areas

[8] *Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 38, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").*

and green spaces. The Improvements within the District provide additional outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties in the District because such properties have uniquely good and close proximity to the Improvements.

SAFETY AND SECURITY WITHIN THE DISTRICT

The City, through proper installation, maintenance, and servicing of public and private improvements funded by the assessments in the District, provides increased security and safety by preventing crime and suppressing fire. For parks and recreation improvements, proper lighting and well-kept landscapes help to deter crime and vandalism. Other landscaped area activities such as slope maintenance and brush clearing provide critical fire suppression.

CREATION OF INDIVIDUAL LOTS FOR RESIDENTIAL USE THAT, IN ABSENCE OF THE ASSESSMENTS, WOULD NOT HAVE BEEN CREATED

In the District, the original owner/developer(s) of the property within the District agreed unanimously to the assessments. The assessments provide the necessary funding for improvements that were required as a condition of development and subdivision approval. Therefore, such assessments allowed the original property to be subdivided and for development of the parcels to occur. As parcels were sold, new owners were informed of the assessments through the title reports, and in some cases, through Department of Real Estate "White Paper" reports that the parcels were subject to assessment. Purchase of property was also an "agreement" to pay the assessment.

Therefore, in absence of the assessments, the lots within most of the District would not have been created. These parcels, and the improvements that were constructed on the parcels, receive direct advantage and special benefit from the assessments.

SUMMARY OF RELATIVE WEIGHT OF BENEFIT FACTORS

A solid argument could be made that the creation of individual lots benefit comprises 100% of the benefit because the Improvements were incorporated into the original planning and design of the subdivision, and thus were deemed to be necessary and required for the development of the lot. Without those Improvements and associated benefit, the lots would not have been created. Nevertheless, four other definitive benefits accruing to the parcels within the District are identified, and an allowance should be made within the overall relative importance of benefits. The relative benefit level of the five identified benefits used in this Report is shown below.

Benefit Category	Relative Weight
Proximity & Access	10%
Views	10%
Outdoor Area Extension	10%
Safety & Security	10%
Creation of Lots	60%
Total Benefit	100%

5.2 General Versus Special Benefit

Article XIIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section. In other words:

Total Benefit	=	General Benefit	+	Special Benefit

There is no widely accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by other properties. SVTA provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described and then budgeted so that it is funded by sources other than the assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The assessment will fund Improvements "over and above" this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

General Benefit	=	Benefit to Real Property Outside the District	+	Benefit to Real Property Inside the District that is Indirect and Derivative	+	Benefit to the Public at Large

Special benefit, on the other hand, is defined in the state constitution as "a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large." The SVTA decision indicates that a special benefit is conferred to a property if it "receives a direct advantage from the improvement (e.g., proximity to a park)." In these assessments, as noted, properties in the District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special and is only minimally received by property outside the Districts or the public at large.

5.3 Quantification of General Benefit

Although the analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

In this section, the general benefit from the Improvements is liberally estimated and described using the precise language from the Prior Engineer's Report in the sections below.

BENEFIT TO PROPERTY OUTSIDE THE DISTRICT

Properties within the District receive almost all of the special benefits from the Improvements because properties in the District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessments. The general benefit to property outside of the District is calculated with the parcel and data analysis.

Since certain properties outside the District enjoy close proximity and access to the Improvements cannot be assessed by the District, this is a form of general benefit to other property. There are 23 parcels outside the District that are directly adjacent to areas where slopes are maintained by the District. The benefits conferred to these properties do not include the Lot Creation benefit factor, therefore the benefit is reduced by 60%. The general benefit to property outside of the District is calculated as follows.

Assumptions:

- 23 Parcels Outside the District
- 554 Parcels In the District
- 40% Benefit Factor

Calculation of General Benefit to Property Outside the District: 23 / (23 + 554) x 40% = 1.59%.

BENEFIT TO PROPERTY INSIDE THE DISTRICT THAT IS INDIRECT AND DERIVATIVE

The "indirect and derivative" benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the other Improvements are clearly "over and above" and "particular and distinct" when compared with the baseline level of service and the unique proximity, access and views of the other Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA decision indicates there may be general benefit "conferred on real property located in the district." A measure of the general benefits to property within the assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. The District boundaries are narrowly drawn to include only the residential areas within the neighborhood, and there are no regional facilities within the District. Therefore, the indirect and derivative general benefits to property within the District are zero.

BENEFIT TO THE PUBLIC AT LARGE

The general benefit to the public at large can be estimated by the proportionate amount of time that the District's Improvements are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. It should be noted that these Improvements do not attract the public at large in the same way as park improvements, and they confer far less benefit to the public at large than do similar park improvements. In essence, the public does not visit an area to enjoy slope improvements in the same way as they may visit a park.

However, certain slopes maintained by the District may provide some enhancement to views enjoyed by the public as they drive past. Approximately 25% of the slopes and linear green areas maintained by the District lie along arterial roadways that carry a high percentage of traffic not associated with people who are not residents or property owners within the District. While there are not statistics available as to what percentage of passerby vehicle trips are by non-residents or non-property owners, a liberal factor of 90% is assumed.

Finally, of all the types of benefits conferred by the Improvements, passersby only benefit from views, which are estimated at 10% of the total benefits. Therefore, (90% of 25%) x 10% = 2.25% of the benefits from the Improvements are general benefits to the public at large.

TOTAL GENERAL BENEFITS

Using a sum of these three measures of general benefit, approximately 3.84% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

Landscaping General Benefit Calculation

Outside the District	1.59%
Inside the District	0.00%
Public At Large	2.25%
Total General Benefit	3.84%

CURRENT GENERAL BENEFIT CONTRIBUTION FROM THE CITY

This general benefit cannot be funded from the assessments; it must be funded from other sources such as the City's General Fund or other non-District funds. These contributions can also be in the form of in-lieu contributions to the installation and maintenance of the Improvements such as other City assets that support and protect the Improvements. The City will contribute both monetary and in-lieu resources to ensure that the general benefits conferred by the proposed Improvements are not funded by the assessments.

5.4 Method of Assessment

The development of an assessment methodology requires apportioning benefit to determine the relative special benefit for each property. The precise language from the Prior Engineer's Report is included below:

> *The allocation of special benefits to property is partially based on the type of property and the size of property. These benefits can also partially be measured by the occupants on*

property in the District because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. It should be noted that many other types of "traditional" assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Therefore, the apportionment of benefit is reasonably based on the type of parcel, the size of parcels and the population density of parcels.

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single-family home, or, in other words, on the basis of Single Family Equivalents ("SFE"). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Report, all properties are assigned an SFE value, which is each property's relative benefit in relation to a single-family home on one parcel. In this case, the "benchmark" property is the single-family detached dwelling which is one Single Family Equivalent or one SFE.[9]

RESIDENTIAL PROPERTIES

Certain residential properties in the District that contain a single residential dwelling unit are assigned 1.0 SFE. Detached or attached houses and zero-lot line houses are included in this category of single-family residential property. If there is more than one single family detached dwelling on a parcel, it will be charged one SFE per single family detached dwelling.

Another residential property type in the District is the condominium. These properties benefit from the Improvements in proportion to the average number of people who reside in multi-family residential units versus the average number of people who reside in a single-family home ("Population Density Factor", or "PDF"). Using the total population of each property type in the City from recent Census data and dividing it by the total number of such households reveals that approximately 3.42 persons occupy each single-family residence, whereas an average of 2.48 persons occupy each condominium. The ratio of 2.48 people (condominium) to 3.42 people (single-family) results in a PDF of 0.73 for condominiums.

The PDF of 0.73 for condominiums is applied to certain benefit categories, whereas other benefit categories are applicable to condominiums in full measure. The calculation of the overall SFE factors are summarized below.

[9] *Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 41-2021, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").*

Benefit Category	Weight	SFR		Condo	
		PDF	SFE Factor	PDF	SFE Factor
Proximity & Access	10%	100%	10%	73%	7.3%
Views	10%	100%	10%	73%	7.3%
Outdoor Area Extension	10%	100%	10%	73%	7.3%
Safety & Security	10%	100%	10%	100%	10%
Creation of Lots	60%	100%	60%	100%	60%
Total Benefit	100%		100%		92%

There are no other multi-family property types (e.g., duplex, triples, fourplex, apartments) in the District, and none are foreseen in the near future. Therefore, no other multi-family assessment rate is calculated.

VACANT/UNDEVELOPED PROPERTIES

While there are currently no vacant or undeveloped properties in the District, the following discussion is included in the event that properties become vacant in the future.

The benefit to undeveloped properties is determined to be proportional to the corresponding benefits for similar type developed properties, but at a lower rate due to the lack of improvements on the property. A measure of the benefits accruing to the underlying land is the average value of land in relation to Improvements for developed property. An analysis of the assessed valuation data from the City found that approximately 45% of the assessed value of improved properties is classified as the land value. It is reasonable to assume, therefore, that approximately 45% of the benefits are related to the underlying land and 55% are related to the improvements and the day-to-day use of the property. Using this ratio, the SFE factor for vacant/undeveloped parcels is 0.45 per parcel.

OTHER PROPERTY TYPES

Notwithstanding the foregoing discussion, there are four other types of property uses to be considered:

Water Utility: The Walnut Valley Water District owns a parcel with two water tanks used to supply water for domestic use and fire protection. This property has no people stationed on-site and derives no benefit in any category. Therefore, it is not assessed.

Open Space: The open space parcels that lie within the District are part of the Improvements (views, safety and security, etc.) Therefore, these parcels are not assessed.

The property in the District is fully developed, has been stable since its original development in the late 1980s, and is zoned such that a change in the predominately residential land use is not expected in the future. As a result, there is no analysis of type, size, and population densities for other uses such as commercial, industrial, and institutional properties.

5.5 Annual Assessment Calculation

The table below shows the calculation of the estimated number of SFEs for Fiscal Year 2026/27.

Description	Parcel Count	SFE Factor	SFEs
Single Family Parcels	410	100%	410.00
Condominium Parcels	144	92%	132.48
Total	**554**		**542.48**

The following table shows the calculation of the assessment rate.

Description	Fiscal Year 2026/27 Amount
Balance to Levy [1]	$330,305.00
Total SFEs	542.48
Assessment rate per SFE	**$608.88**

(1) Does not include rounding.

The assessment rate per land use is shown below.

Description	Fiscal Year 2026/27 Assessment Rate
Single Family Parcels	$608.88
Condominium Parcels	$560.17

5.6 Cost of Living Inflator

The assessment shall be subject to an adjustment up to a cap of 3% annually, which adjustment shall be based upon actual costs, including any reasonable reserves, supported by a report prepared in accordance with Article XIIID of the California Constitution. If the report does not support an increase or supports a reduction in the assessment, then the assessment shall not be increased or shall be lowered as applicable.

5.7 Duration of Assessment

It is proposed that the assessments be continued every year after their formation, so long as the public improvements need to be maintained and improved, and the City requires funding for the improvements in the District. As noted previously, the assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the assessment, improvements to be provided, and other specifics of the assessment. In addition, the City Council must hold an annual public hearing to continue the assessment.

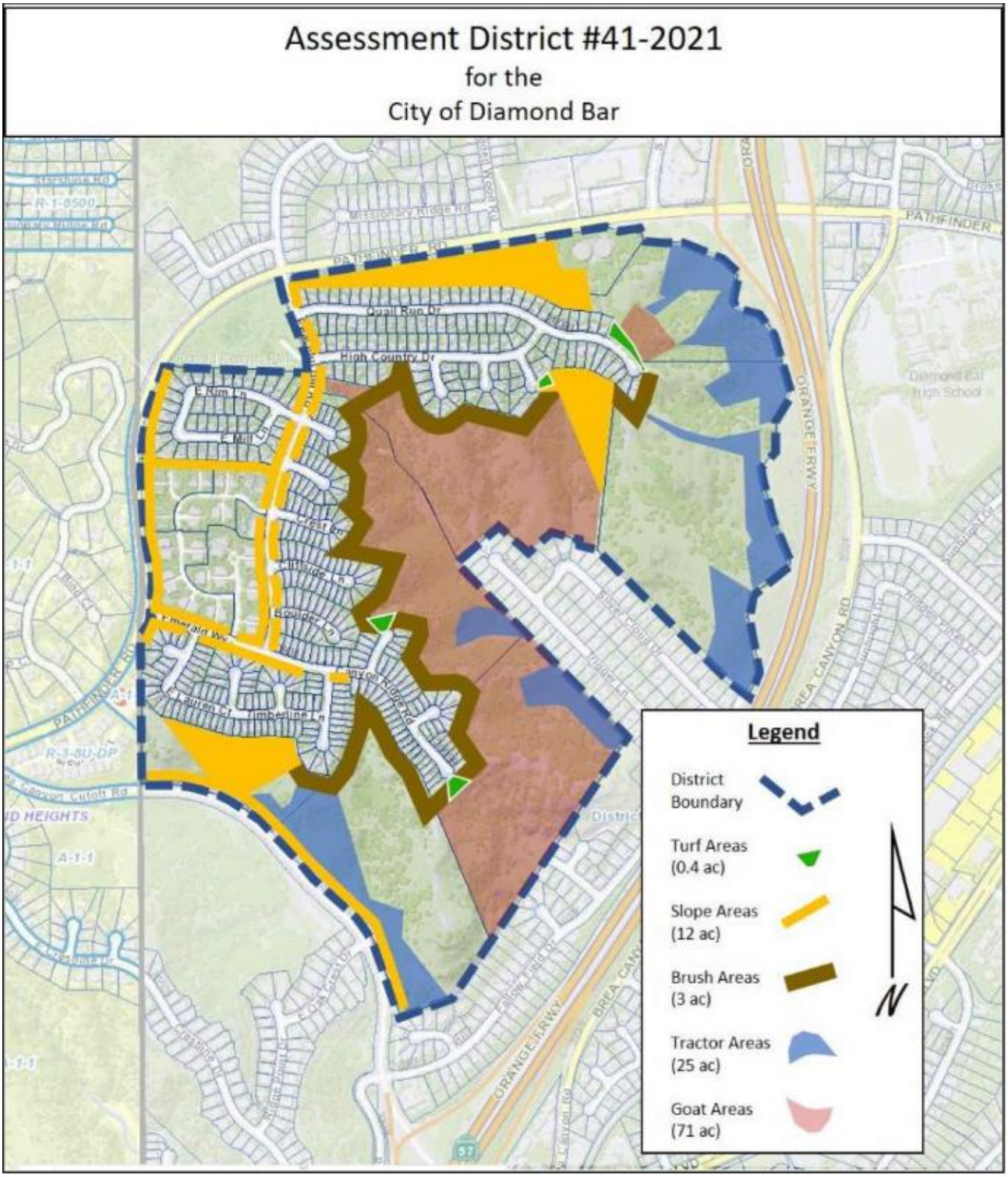
5.8 Appeals and Interpretation

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment may file a written appeal

with the City Manager or his or her designee. Any such appeal is limited to correction of an assessment during the then-current Fiscal Year and applicable law. Upon filing of any such appeal, the City Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Manager or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with the County for collection, the City Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Manager or his or her designee shall be referred to the Diamond Bar City Council, and the decision of the City Council shall be final.

6. ASSESSMENT DIAGRAM

The parcels to be assessed in the District are shown on the Assessment Diagram, which is on file with the City Clerk of the City of Diamond Bar and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the County Assessor of the County of Los Angeles, at the time this Report was prepared, and are incorporated by reference herein and made part of this Report.


Assessment District #41-2021
for the
City of Diamond Bar
Legend
District Boundary
Turf Areas (0.4 ac)
Slope Areas (12 ac)
Brush Areas (3 ac)
Tractor Areas (25 ac)
Goat Areas (71 ac)
N
PATHFINDER
ORANGE FRWY
Quail Run Dr
High Country Dr
E Rim Ln
E Mill Ln
Timberline Ln
Canyon Ridge Rd
Diamond Bar High School

7. ASSESSMENT ROLL

Assessor's parcel identification, for each lot or parcel subject to the assessment, shall be based on the County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels subject to the assessments for Fiscal Year 2026/27, along with the assessment amounts, is on file in the office of the City Engineer and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the charge amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method outlined in the method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Employment Agreement With New City Manager Ryan Mclean, To Be Effective July 1, 2026.

STRATEGIC GOAL: Responsible Stewardship of Public Resources
Open, Engaged and Responsive Government
Safe, Sustainable and Healthy Community

RECOMMENDATION:

A. Approve the employment agreement with Ryan McLean to become City Manager beginning on July 1, 2026; and
B. Approve the amendment and restatement of the MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement (401(a) plan) and authorize City Manager Dan Fox to execute the agreement.

FINANCIAL IMPACT:

Funding for the City Manager's salary and fringe benefits have been included in the adopted budget for the 2026/2027 fiscal year.

BACKGROUND:

After the announcement by City Manager Dan Fox that he will be retiring on June 30, 2026, the City Council selected Assistant City Manager Ryan McLean to be appointed as the new City Manager for the City. Mayor Tye, Mayor Pro Tem Low, and the City Attorney negotiated an employment agreement with Mr. McLean.

Mr. McLean was raised in the City and attended the local schools. He received his BA in Economics from UC Irvine, and is a credentialed city manager with the International City/County Management Association.

Mr. McLean has been employed by the City since 2000 and has served as acting Parks and Recreation Director, City Clerk, and Human Resources Manager at various points of his career with the City. He has served the City as Assistant City Manager since 2016. In his role as Assistant City Manager, he has served as the primary liaison between the City Manager's office and the various City departments. He has led the development of key City initiatives including the first strategic plan, the first long-term fiscal sustainability plan/forecast, district elections, public outreach series (City Government Explained and Let's Talk Public

Safety), and has negotiated and managed multiple City contracts, including the largest City contracts with the Sheriff's, and the solid waste franchise agreements with Valley Vista and Waste Management.

MissionSquare 401(a) Plan

On July 25, 1995, the City Council approved the establishment of a money purchase retirement plan in the form of the ICMA Retirement Corporation (now MissionSquare Retirement) Prototype Money Purchase Plan and Trust for the City Manager job classification. This retirement savings benefit was setup and only used by a former City Manager and required monthly employee contributions. Since then, the original Plan document was executed in 1995 and restated in 2016 and 2022 for compliance purposes and renamed to MissionSquare Retirement Governmental Money Purchase Plan or otherwise known as a 401(a) plan ("Plan").

Section 7.D of Mr. McLean's employment agreement stipulates that the $15,000 in deferred compensation will be deposited in a City sponsored 401(a) deferred compensation plan. In order to comply with the terms of the new City Manager employment agreement effective July 1, 2026, the City must update the Plan agreement. The attached Plan agreement is modified to reflect an annual Employer contribution of $15,000 to the new City Manager's 401(a) plan account and removes the required employee contribution. Staff recommends that the City Council authorize the current City Manager to sign and execute the attached MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement effective July 1, 2026.

ANALYSIS:

Summary of Agreement Terms

Pursuant to Government Code § 54953, the City Council is required to orally report a summary of a recommendation concerning the salary and compensation paid in the form of fringe benefits to the city manager. That summary is as follows:

- Mr. McLean would become the City Manager effective July 1, 2026.
- His salary would be $289,806.03 annually, which will be adjusted by cost of living or consumer price index adjustments approved by the City Council for other executive management employees.
- He would receive a $750 per month car allowance and $15,000 in deferred compensation annually.
- He will receive the same retirement, vacation, and medical benefits provided to other City executive management employees.

LEGAL REVIEW:

The City Attorney has reviewed the employment agreement with Mr. McLean and approved as to form and content.

PREPARED BY:

Omar Sandoval, City Attorney, City Attorney's Office

ATTACHMENTS:

1. City Manager Contract (Ryan McLean)
2. Money Purchase Plan Adoption Agreement Form June 2026

CITY OF DIAMOND BAR

CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of this 16th day of June 2026, by and between the CITY OF DIAMOND BAR, a general law city and municipal corporation (hereinafter "City"), and RYAN MCLEAN (hereinafter "Employee"), both of whom understand as follows:

RECITALS

A. City desires to engage the services of Employee, and Employee desires to accept employment as City Manager of the City.

B. The City Council desires to:

(1) Encourage the highest standards of fidelity and public service on the part of Employee; and

(2) Provide a just means for terminating Employee's services at such time as he may be unable fully to discharge his duties, or when City may desire otherwise to terminate his employment.

C. The parties further desire to establish certain benefits and certain conditions of Employee's employment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. Appointment and Term. City hereby appoints Employee as City Manager of City and Employee hereby accepts such employment with City beginning on July 1, 2026, and continuing until Employee or the City Council terminates this Agreement pursuant to Section 3 below. Employee is employed by City in an “at-will” capacity serving at the pleasure of the City Council. Either the City Council or Employee may terminate this Agreement at any time with or without cause and in its or his sole discretion, as set forth in this Agreement.

2. General Duties. Employee will perform all the city manager functions and duties specified in the Diamond Bar City Code, the Government Code of the State of California and any other applicable laws of the State of California, and the functions and duties as the administrative head of the government of the City. As City Manager, Employee shall also perform such other functions and duties, not inconsistent with the terms of this Agreement, as the City Council may legally and properly assign to that position from time

to time. Employee shall not consult or engage in other non-City connected business or employment without the prior knowledge and express written approval of the City Council.

3. Termination and Separation Pay/Severance.

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate, by a majority vote of the City Council, the services of Employee without cause, at any time, subject only to the City providing written notice to Employee, and complying with paragraph D of this Section 3. Notice of termination shall not be given during or within a period of ninety (90) days succeeding any general municipal election held in the City at which members of the City Council are elected or when a new city councilmember is appointed.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with City, subject only to Employee providing thirty (30) days prior written notice to the City.

C. Notwithstanding the provisions of Paragraph A of this Section 3, in the event Employee is terminated by City for "cause," then City may terminate this Agreement immediately and Employee shall be entitled to only the compensation accrued up to the date of termination. As used in this section, "cause" shall mean any of the following:

(1) Conviction of any felony.

(2) Conviction of a misdemeanor arising directly out of Employee's duties or performance under this Agreement.

(3) Misappropriation of public funds.

(4) An indictment is brought by the Grand Jury.

(5) Willful abandonment of duties consisting of the failure to report to work for five consecutive days (for reasons not medically related) and not notifying staff and the City Council of his leave status.

(6) A pattern of repeated, willful and intentional failure to carry out clear, unambiguous, materially significant and legally constituted policy decisions of the City Council made by the City Council as a body.

(7) Any other intentional or negligent action or inaction by Employee that: (a) materially and substantially impedes or disrupts the operations of the City or its organizational units; (b) is detrimental to employees or public safety; (c) violates properly established rules or procedures of the City causing a material and substantial adverse impact on the City; or (d) has a material and substantial adverse effect on the City's interests as clearly defined and

delineated by properly established City Council actions, policies, regulations, or City ordinances.

D. In the event Employee is terminated by the City Council at any time that Employee is still willing and able to perform the duties of City Manager, and the termination is without cause as "cause" is defined in Paragraph C above, then, subject to the limitations set forth in Government Code Section 53260, the City shall pay Employee a lump sum cash payment equal to nine (9) month's aggregate salary and benefits. The word "termination" in this paragraph shall include a reduction in salary (other than an across-the-board reduction applicable to all Executive Management employees) or other financial benefits of Employee or Employee's resignation, if preceded by a formal request by a majority of the City Council that he resign.

E. Effect of Payment of Severance/Release.

(1) This Paragraph E applies only to the following matters: (a) any rights of Employee to receive severance benefits under this Agreement, (b) any right of employee to continued employment with City, and (c) any claim, demand, or cause of action or damages for wrongful termination (collectively the "Released Matters").

(2) This Section does not otherwise affect, waive, nor release any other rights Employee may have under this Agreement, or applicable law.

(3) Upon City's full payment of severance benefits to Employee and Employee's acceptance thereof, Employee (a) releases and discharges City and its elected officials, appointed officers, employees, sub-contractors, agents, accounts, attorneys, successors and all other persons acting for, under, or in concert with City both past and present from any and all personal claims, demands, actions, causes of action, obligations, damages, liabilities, losses, costs and expenses, including attorney's fees of any kind or nature whatsoever, past, present and future, arising from, relating to or in connection with the Released Matters, and (b) agrees to waive any and all claims, demands, actions, causes of action, obligations, liabilities, claims of credits or offsets, costs and expenses, including attorney's fees, of any kind or nature whatsoever as to the Released Matters. As to the Released Matters only, Employee acknowledges that he has read and understands California Civil Code § 1542 which states:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

The parties agree that full payment of the severance benefits in this Agreement and Employee's acceptance thereof, acts as a complete and total release of all future claims which may arise out of the Released Matters whether such claims are currently known or unknown, foreseen or unforeseen, contingent or absolute; and as to the Released Matters the parties intentionally and specifically waive any rights they may have under the provisions of Civil Code § 1542, as well as under any other statutes or common law principles of similar effect, and each party assumes full responsibility for such injuries, damages, losses or liabilities that any of them may hereafter incur with respect to the Released Matters. This section will survive termination of the Agreement.

(4) Pursuant to Government Code §§ 53243 et seq., any severance provided Employee under this Agreement must be reimbursed to City if Employee is convicted of a crime involving abuse of his City Manager position as defined by Government Code § 53243.4, as may be amended. Pursuant to Government Code § 53243, if the City Council determines, in its sole discretion, to place Employee on paid leave pending an investigation and such which investigation results in Employee being convicted of a crime involving abuse of his office, Employee shall fully reimburse the City all such paid leave within six months of the conviction.

4. Revolving Door. Employee must comply with Government Code § 87406.3 for a period of one year after separating from service with City. This section will survive termination of this Agreement.

5. Salary.

A. Effective July 1, 2026, the City agrees to pay Employee an annual base salary of $289,806.03 (Two Hundred Eighty-Nine Thousand Eight Hundred Six Dollars and 03/100), prorated and paid on the City's normal paydays for its employees, subject to deductions and withholdings of all sums required for federal and/or state income tax, and other deductions or withholdings required by then current state, federal or local law. The City shall also deduct from his annual base salary any applicable sums that Employee is obligated to pay because of participation in plans or programs described in Section 7 of this Agreement and Employee hereby authorizes such deductions. Employee's salary shall be reflected in the City's employee salary schedule and may be adjusted by the City Council as shown therein. The City agrees to adjust the Employee’s salary with the same Cost of Living or Consumer Price Index adjustment as is provided to Executive Management employees.

B. At the time of his annual evaluation, City agrees to evaluate Employee's salary and/or any other benefits Employee receives under this Agreement and to make modifications in such amounts and to such an extent as City Council in its discretion may determine that it is desirable to do so.

6. Hours of Work.

A. It shall be the duty of Employee to devote his entire time to the duties of his office and in furthering the interest of the City except as otherwise provided in this Agreement. Employee may work a 9/80-work schedule, meaning that he is entitled to be off work on alternate Fridays, provided that Employee's duties may involve expenditures of time in excess of nine (9) hours per day, eighty (80) hours per two-week period, and will also include time outside normal office hours such as attendance at City Council and other meetings. Employee shall be exempt from paid overtime compensation.

B. Notwithstanding the foregoing, Employee may expend reasonable amounts of time for educational, charitable, personal, or professional activities which shall not be deemed a breach of this Agreement if those activities do not conflict or materially interfere with the professional services required under this Agreement; such limited activities shall not require the prior consent of the City Council.

7. Retirement and Benefits.

A. Retirement. During the term of this Agreement, City shall contribute to employer's and Employee's portion of Employee's membership in the Public Employees Retirement System. Employee shall pay any legally required Social Security withholding.

B. Medical and Other Insurance. City shall provide Employee with the same health insurance, disability insurance and life insurance benefits as is provided to Executive Management employees of the City to be applied towards a cafeteria plan for purchase of health, dental, vision, life insurance and other similar benefits at Employee's election.

C. Other Insurance. City shall provide and pay for all other insurance mandated by State law.

D. Deferred Compensation. City shall contribute $15,000 per year to a City sponsored 401(a) Deferred Compensation Plan on behalf of Employee.

E. Termination of Benefits. Notwithstanding the foregoing, City's obligation to pay Employee health benefits, including dependents, terminates upon the employment of Employee by another employer on the date such benefits are effective for Employee.

F. Car Allowance. City agrees to pay Employee a monthly car allowance of Seven Hundred Fifty Dollars ($750) per month. The car allowance is intended to reimburse Employee for the use of his private vehicle for City business. Employee must

provide his own automobile for his use in performing his duties and is responsible for all maintenance, repair, fuel and insurance expenses for said vehicle.

8. Sick Leave, Vacation and Holidays.

A. Leave. Employee shall be entitled to sick leave, vacation leave, administrative leave, floating holiday and bereavement leave in the same manner as Executive Management employees of the City. Employee shall accrue leave time at the same monthly rate as provided to Executive Management employees with Employee's tenure.

B. Holidays. Employee shall be entitled to the same number of paid holidays per year as provided to other City employees.

9. Professional Development. City agrees to budget for and pay travel and subsistence expenses of Employee for professional travel, official travel, meetings necessary to pursue official and other functions for the City and to continue professional development of Employee, to the extent deemed reasonable by the City Council.

10. Memberships. City agrees to pay Employee's membership dues in the International City Management Association ("ICMA"), California League of Cities and other similar organizations to which City is a member, at City expense with prior City approval. Employee shall have a reasonable right to attend meetings of such organizations. City agrees to pay for such other professional membership dues and subscriptions as are approved in advance by the City Council.

11. General Expenses. City recognizes that certain extraordinary expenses of a nonpersonal and job affiliated nature may be incurred by Employee. City agrees to reimburse Employee for reasonable expenses which are submitted to the City Council within thirty (30) days for approval and which are supported by expense receipts, statements or personal affidavits, and an audit thereof in like manner as other demands against the City.

12. Evaluation of Performance. On or about the twelfth (12th)-month anniversary of the commencement of this Agreement, the City Council shall review and provide Employee with an evaluation of his performance based on criteria established by the Council with Employee's assistance. The City Council shall conduct such evaluation annually thereafter. Notwithstanding the foregoing, the City Council may evaluate Employee at any time.

13. Confidentiality. Employee acknowledges that in the course of his employment contemplated herein, Employee will be given or will have access to confidential and proprietary documents and information relating to the City, its residents, businesses, employees, and customers ("Confidential Information"). Such Confidential Information may include, but is not limited to, all information given to or otherwise accessible to

Employee that is not public information or would be exempt from public disclosure as confidential, protected, exempt, or privileged information. Employee shall hold the Confidential Information in trust for the City's benefit and shall not disclose the Confidential Information to others without the express written consent of the City. All Confidential Information shall be promptly returned to the City immediately upon the effective date of any termination or resignation.

14. Other Terms and Conditions of Employment. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Diamond Bar City Code, or other applicable law.

15. General Provisions.

A. The text herein shall constitute the entire agreement between the parties.

B. If Employee dies or becomes incapacitated during the term of this Agreement, any accrued and unpaid wages provided by the terms of this Agreement shall be paid by City to Employee's spouse.

C. If any provision or portion hereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

D. City agrees to defend and indemnify Employee in accordance with the California Government Code.

E. City shall bear the cost of any fidelity or other bonds required of Employee under any law or ordinance. This Agreement may be changed or amended by the mutual written consent of City and Employee. Any benefits to Employee under this Agreement may be increased or added to by motion of the City Council without formal amendment to the Agreement.

F. Employee is expected to conform to the ICMA Code of Ethics and must comply with all applicable provisions of the City's conflict of interest code.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

EMPLOYEE

_____
RYAN MCLEAN

CITY OF DIAMOND BAR

_____
STEVE TYE, MAYOR

ATTEST:

_____
KRISTINA SANTANA,
CITY CLERK

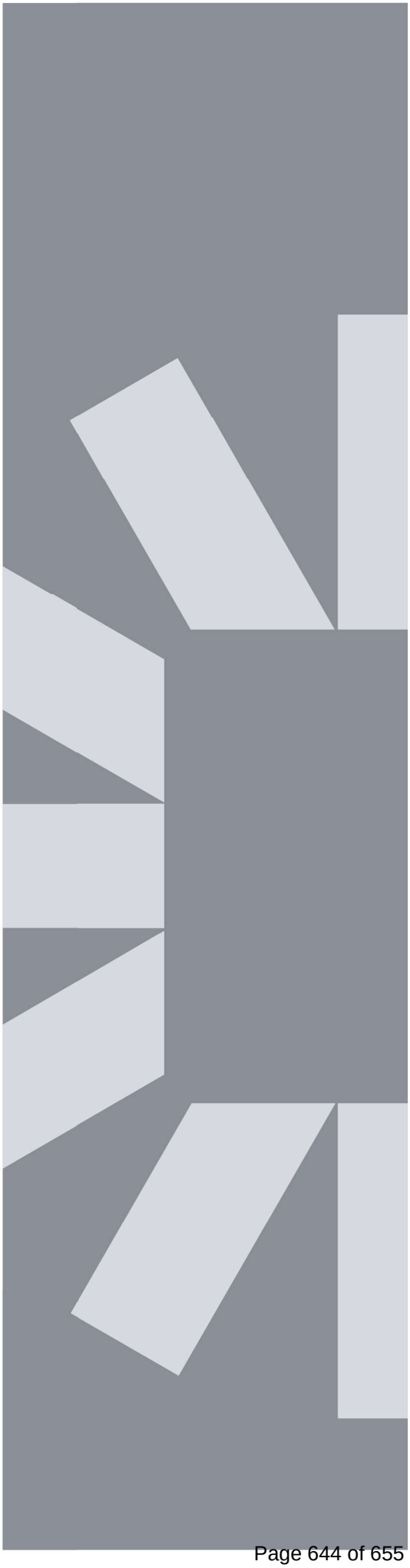
APPROVED AS TO FORM:

_____
OMAR SANDOVAL,
CITY ATTORNEY

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT



MissionSquare Retirement
Governmental Money Purchase Plan Adoption Agreement

Plan Number 10-109412

The Employer hereby establishes a Money Purchase Plan to be known as:
City of Diamond Bar

(the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement *(Check One)*:

☑ **Amendment and Restatement**

This Plan is an amendment and restatement of an existing defined contribution money purchase plan. Please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

_____

Effective Date of Restatement. The effective date of the Plan shall be:

July 1, 2026

*(**Note:** The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)*

☐ **New Plan**

Effective Date of New Plan. The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified:

_____

***(Note:** An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)*

I. EMPLOYER: City of Diamond Bar

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

_____

_____

*(**Note:** provision and effective date.)*

III. PLAN YEAR

The Plan Year will be:

☑ January 1 – December 31 ***(Default)***

☐ The 12-month period ending: _____ _____
Month *Day*

IV. Normal Retirement Age shall be age 55 **(not less than 55 nor in excess of 65).**

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age_____

Important Note to Employers: *Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.*

V. COVERED EMPLOYMENT CLASSIFICATIONS

1. The following group or groups of Employees are eligible to participate in the plan:

   ☐ All Employees
   ☐ All Full Time Employees
   ☐ Salaried Employees
   ☐ Non-union Employees
   ☐ Management Employees
   ☐ Public Safety Employees
   ☐ General Employees
   ☑ Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name. Specific positions are acceptable.) City Manager

   The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals, or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

   Note: As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

   ☑ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. ***("N/A" is the default provision under the Plan if no selection is made.)***

   ☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months.)

   The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

   ☐ Yes. Age _____(not to exceed age 21.)

   ☑ N/A – No minimum age applies ***("N/A" is the default provision under the Plan if no selection is made.)***

VI. CONTRIBUTION PROVISIONS

1. The Employer shall contribute as follows: (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

☑ A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant

_____% of Earnings or $15,000 for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

☐ are required ☑ are not required

to be eligible for this Employer Contribution.

☐ B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☐ Yes ☑ No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A), to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☑ No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or $0.)

i. _____% of Earnings,

ii. $_____, or

iii. a whole percentage of Earnings between the range of _____ *(insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%))*, as designated by the Employee in accordance with guide- lines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions[1] (pick up is required if Option A is not selected).

☐ Yes ☑ No

("Yes" is the default provision under the Plan if no selection is made.)

☐ C. Election Window (Complete if Option B is selected:)

Newly eligible Employees shall be provided an election window of ____ days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick- up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.).

The Employer shall contribute on behalf of each Participant_____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed_____% of Earnings or $_____. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[1] *Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributionsthat are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions, they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).*

☐ **Variable Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____% of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding _____% of Earnings or $_____);

PLUS_____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate_____% of Earnings or $_____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed

$_____ or_____% of Earnings, whichever is ☐ more or ☐ less

☐ **Fixed Employer Match of Participant 457(b) Plan Deferrals.** The Employer shall contribute on behalf of each Participant _____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred _____% of Earnings or $_____to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

☐ **Variable Employer Match of Participant 457(b) Plan Deferrals.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____% of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____% of Earnings or $_____);

PLUS_____% of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate_____% of Earnings or $_____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed $_____ or _____% of Earnings, whichever is ☐ more or ☐ less

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan:

   ☐ Yes ☐ No ***("No" is the default provision under the Plan if no selection is made.)***

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

   ☐ Weekly ☑ Biweekly ☐ Monthly ☐ Annually in: _____
   Specify Month

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

   ☐ Weekly ☐ Biweekly ☐ Monthly ☐ Annually in: _____
   Specify Month

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

   A. Plan contributions will be made based on differential wage payments:

      ☐ Yes ☐ No ***("Yes" is the default provision under the Plan if no selection is made.)***

   B. Participants who die or become disabled will receive Plan contributions with respect to such service:

      ☐ Yes ☐ No ***("No" is the default provision under the Plan if no selection is made.)***

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

   ☐ Yes ☐ No ***("No" is the default provision under the Plan if no selection is made.)***

2. Bonuses

   ☐ Yes ☐ No ***("No" is the default provision under the Plan if no selection is made.)***

3. Other Pay (specifically describe any other types of pay to be included below)

   _____

   _____

VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

   ☑ Yes ☐ No ***("Yes" is the default provision under the Plan if no selection is made.)***

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.

   ☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.)

   _____

2. The Limitation Year is the following 12 consecutive month period: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	**Percent Vested**
Zero	100 %
One	_____ %
Two	_____ %
Three	_____ %
Four	_____ %
Five	_____ %
Six	_____ %
Seven	_____ %
Eight	_____ %
Nine	_____ %
Ten	_____ %

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):

   ☑ Normal Retirement Age

   ☐ Age 70½ ("70½" is the default provision under the Plan if no selection is made.)

   ☐ Alternate age (after Normal Retirement Age): _____

   ☐ Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

   ☑ Yes ☐ No ***("Yes" is the default provision under the Plan if no selection is made.)***

3. Tax-free distributions of up to $3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.

   ☐ Yes ☑ No ***("No" is the default provision under the Plan if no selection is made.)***

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

   ☐ Yes ☑ No ***("No" is the default provision under the Plan if no selection is made.)***

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

   ☐ Yes ☑ No ***("No" is the default provision under the Plan if no selection is made.)***

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.

☑ 2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected). The normal form of payment of benefits under the Plan is a lump sum. Up-on death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. ***("Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.)***

☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other. _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Final Pay shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other (insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):

_____

☐ **1. Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).

☐ **2. Employee Designated Final Pay Contribution**. Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____ % (insert fixed percentage of Final Pay to be contributed) or up to _____ % (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other. _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Accrued Leave shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):

_____

☐ 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

☐ For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of _____ (insert number of ☐ hours ☐ days ☐ weeks (check one)) to the Plan (subject to the limitations of Article V of the Plan).

☐ For each Plan Year, the Employer shall contribute on behalf of each eligible Participant _____ % of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

☐ 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to _____% (insert maximum percentage of unpaid Accrued Leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Governmental Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer

notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

XVIII. The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: Daniel Fox

Title: City Manager

Attest: _____

Date: June / 16 / 2026.
Month Day Year

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1303