

**CITY OF DUARTE
AGENDA
REGULAR JOINT MEETING OF THE
CITY COUNCIL/HOUSING AUTHORITY/DUARTE
COMMUNITY FACILITIES FINANCING
AUTHORITY**

**CITY COUNCIL CHAMBERS
1600 HUNTINGTON DRIVE, DUARTE, CA 91010
Tuesday, April 8, 2025
7:00 PM**

MISSION STATEMENT

With integrity and transparency, the City of Duarte provides exemplary public services in a caring and fiscally responsible manner with a commitment to our community's future.

Cesar A. Garcia, Mayor
Tera Martin Del Campo, Mayor Pro Tem
Margaret Finlay, Councilmember
Samuel Kang, Councilmember
Toney Lewis, Councilmember
Vinh Truong, Councilmember
Martin Calderon, Councilmember

City/Authority Staff:
Brian Villalobos, City Manager
Kristen Petersen, Assistant City Manager and Director of Administrative Services
Craig Hensley, Director of Community Development
Manuel Enriquez, Director of Parks and Recreation
Larry Breceda, Director of Public Safety Services
Thai Viet Phan, City Attorney
Annette Juarez, City Clerk

ADA ACCESSIBILITY NOTICE:

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, you should contact the City Manager's office at (626) 357-7931. Notification no later than 1:00 p.m. on the day preceding the meeting will enable the City to make reasonable arrangements to assist your accessibility to this meeting.

Notice:

Any documents distributed by the City/Authorities to a majority of the City Council/Housing Authority/Financing Authority Board less than 72 hours prior to the City Council/Housing Authority/Financing Authority meeting will be made available for public inspection at City Hall,

1600 Huntington Drive, Duarte, CA 91010, during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable law.

Notice:

Duarte City Council meetings are videotaped for later broadcast. Attendance at the meeting constitutes consent by members of the public to the City's and any third party's use in any media, without compensation or further notice, of audio, video, and/or pictures of meeting attendees.

Members of the public may livestream the City Council meeting broadcast on the City's website. To access the meeting, log onto www.accessduarte.com, then on the homepage, click on the Agendas & Meetings icon then click on the City Council Meeting link. City Council meetings are also broadcast daily at 12:00 p.m. and 7:00 p.m., following each meeting, via Spectrum Cable - Channel 3.

Public comment:

In-Person: Members of the public may provide in-person comments at the podium in the Council Chamber. Speakers who wish to address the Council must do so by submitting a speaker card **prior to the start of Closed Session for Closed Session items and by 7:00 p.m. for all other designated public comment periods as listed below.** Comments for public hearings will take place after the hearing is opened. Cards will not be accepted after the start of the meeting without the permission of the presiding chair.

Speakers shall be limited to three (3) minutes per person per designated public comment period. At the Mayor's discretion, the time limit may be shortened to allow all speakers the opportunity to address the City Council.

Written: Members of the public may submit written comment by emailing duarteinfo@accessduarte.com, prior to 4:00 p.m. on the day of the meeting. The subject line of your public comment email must contain the Agenda item number or title. Public comments, including personal contact information, are considered public record. Please do not provide any personal information (i.e. phone numbers, addresses, etc.) that you do not want to be published. Comments will be distributed to the City Council and made available for public review.

7:00 PM OPEN SESSION

1. CALL TO ORDER AND ROLL CALL
 - A. City Manager Written Comments
2. ADOPTION OF THE AGENDA
3. PLEDGE TO THE FLAG

4. ORAL COMMUNICATIONS - SPECIAL ITEMS

Members of the public may address the City Council on agenda items listed under Special Items. Speakers shall be limited to three (3) minutes per person per designated public comment period. At the discretion of the presiding Chair, the time limit may be shortened to allow all speakers the opportunity to address the City Council.

5. SPECIAL ITEMS

- A. Introduction to the newly appointed Foothill Unity Center E.D.
- B. Community Development Department Update
- C. Parks and Recreation Department Update
- D. Sexual Assault Awareness Month and Denim Day Proclamation

6. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

7. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

Members of the public may address the City Council on matters which are not on the agenda but are within the subject matter jurisdiction of the City Council. Speakers shall be limited to three (3) minutes per person per designated public comment period. At the discretion of the presiding Chair, the time limit may be shortened to allow all speakers the opportunity to address the City Council.

8. ORAL COMMUNICATIONS - CONSENT CALENDAR

Members of the public may address the City Council on agenda items listed on the Consent Calendar. Speakers shall be limited to three (3) minutes per person per designated public comment period. At the discretion of the presiding Chair, the time limit may be shortened to allow all speakers the opportunity to address the City Council.

9. CONSENT CALENDAR

- A. Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading (CC/HA/FA)
- B. Approve absence(s) of City Councilmember(s) from the City Council meeting
- C. Approval of Minutes - March 25, 2025 Regular Meeting (CC/HA/FA)
Recommended Action: Approve the minutes of March 25, 2025.
- D. Approval of Warrants - April 8, 2025 (CC/HA/FA)

Recommended Action: Approve the warrants of April 8, 2025.

E. Community Development Department Update

Recommended Action: Receive and the File the Community Development Department Update.

F. Parks and Recreation Department Update

Recommended Action: Receive and File the Parks and Recreation Department Update.

G. Award of Contract – Duarte City Hall Exterior Refresh (Project No. 25-8)

Recommended Action: Award the construction contract for the Duarte City Hall Exterior Refresh Project to Perfection Painting Corp, as the lowest responsive and responsible bidder, in the amount of \$847,000, plus a ten percent contingency.

H. Award of Contract for the Fiscal Year 24-25 Street Rehabilitation Project No. 25-6

Recommended Action: Approve the award of contract for the FY 24-25 Street Rehabilitation Project to ONYX Paving Company Inc. in the amount of \$1,011,000.

I. Contract with Kreuzer Consulting Group for Professional Services to prepare Plans, Specifications and Cost Estimates for the Huntington Drive Street Improvements Project

Recommended Action: Authorize the City Manager to sign a Professional Services Agreement with Kreuzer Consulting Group to develop plans, specifications and cost estimates for the Huntington Drive Street Improvements Project.

10. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

11. PUBLIC HEARINGS

A. Amendments to the Duarte Municipal Code (“DMC”) to enhance public safety measures and tools for compliance with the DMC provisions relating to possession, sale, and use of fireworks and ensure compliance with State law

Recommended Action: Conduct a public hearing and approve the introduction of Ordinance No. 25-02 for first reading that will amend DMC Chapter 15.05 to provide additional tools to enhance public safety, health and welfare, clarify processes and procedures, and improve City enforcement of violations of the DMC relating to possession, sale, and use of both safe and sane and dangerous fireworks.

12. ORAL COMMUNICATIONS - BUSINESS ITEMS

Members of the public may address the City Council on agenda items listed under Business Items. Speakers shall be limited to three (3) minutes per person per

designated public comment period. At the discretion of the presiding Chair, the time limit may be shortened to allow all speakers the opportunity to address the City Council.

13. BUSINESS ITEMS

14. ITEMS FROM CITY COUNCIL/HOUSING AUTHORITY/FINANCING AUTHORITY MEMBERS
AND CITY MANAGER/EXECUTIVE DIRECTOR/REPORTS OF MEETINGS ATTENDED PER
GOVERNMENT CODE SECTION 53232.3

15. ADJOURNMENT

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: City Hall – 1600 Huntington Drive, Duarte Public Safety Department – 1042 Huntington Drive, Duarte Library – 1301 Buena Vista Street, and the City of Duarte website (www.accessduarte.com) not less than 72 hours prior to the meeting per Government Code 54954.2.

Dated this 3rd day of April 2025.

Annette Juarez, MMC
City Clerk



MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: April 1, 2025
SUBJECT: Comments on Agenda Items, Meeting of April 8, 2025

ITEM 5.A. (Special Items). Introduction to the newly appointed Foothill Unity Center Executive Director Jhoana Hirasuna.

ITEM 5.B. (Special Items). Community Development Department update - Community Development Director Hensley will provide an update for the council.

ITEM 5.C. (Special Items). Parks and Recreation Department update - Parks and Recreation Director Enriquez will provide an update for the council.

ITEM 5.D. (Special Items). Sexual Assault Awareness Month and Denim Day Proclamation.

ITEM 9.E. (Consent Calendar). The Community Development Department has submitted the monthly report for April 2025 for review.

ITEM 9.F. (Consent Calendar). The Parks and Recreation Department has submitted the monthly report for April 2025 for review.

ITEM 9.G. (Consent Calendar). Award of Contract – Duarte City Hall Exterior Refresh Project No. 25-8 - On June 11, 2024, the City Council approved the Fiscal Year 2024/25 Budget and Capital Improvement Program (C.I.P.), which includes funding for the exterior refresh of the City Hall Building. This project marks the first phase of the Civic Center Master Plan to be completed, following the conceptual designs that were presented to and filed by the Council in February 2023. On February 26, 2025, the City published an invitation to bid on the Duarte City Hall Exterior Refresh Project No. 25-8, in accordance with Duarte Municipal Code (DMC) Section 2.36.060. On March 20, 2025, the City received three (3) bids for the subject project. All three bids were reviewed for responsiveness to the bid specification requirements. Perfection Painting Corp. was the lowest responsive and responsible bidder in the amount of \$847,000.

ITEM 9.H. (Consent Calendar). Award of Contract for the Fiscal Year 24-25 Street Rehabilitation Project No. 25-6 - The Public Works Division updates the Pavement Management Program every three years. The latest update was completed June 2024 where Bucknam Infrastructure Group conducted the citywide pavement study. The pavement management study reviewed each street in the City and provides a pavement condition index (PCI) for each stretch of roadway to assist City staff in determining an optimized priority maintenance and rehabilitation strategy based on a cost/benefit analysis. When compiling a list for the Fiscal Year 24-25 Street Rehabilitation Project, staff determined the best applications and locations for this year's Street Rehabilitation Project (streets south of Duarte Road between Mountain Avenue and Buena Vista Street). The specifications for this project were made available and the project was published in accordance with the Duarte Municipal Code (DMC) Section 2.36.060. On March 18, 2025, thirteen (13) bids were submitted electronically. The lowest responsive and responsible bidder is ONYX Paving Company Inc. at \$1,011,000. They have successfully completed multiple similar projects in various cities including Arcadia, Downey, Irvine, and Rancho Cucamonga. Their federal and state license status has been verified. As with all contracts, a contingency amount is considered for this project in anticipation of any potential contract changes due to unforeseen circumstances. A ten percent contingency has been added to this contract and shall only be used if deemed necessary by staff.

ITEM 9.I. (Consent Calendar). Professional Services Agreement with Kreuzer Consulting Group for Professional Services to prepare Plans, Specifications and Cost Estimates for the Huntington Drive Street Improvement Project - The Public Works Division updates the Pavement Management Program every three years. The latest update was completed in June 2024. Bucknam Infrastructure Group conducted a citywide survey of pavement conditions. According to this latest study, Huntington Drive was determined to have, in some sections, a pavement condition index (PCI) rating of 46 compared to 64 from the previous PMP completed in 2021. The report suggests that the most cost-effective strategy includes resurfacing Huntington Drive within the next four years. In December 2024, Staff published a Request for Proposal for the Professional Engineering Services to complete the design of bid documents for the Huntington Dr. Street Improvements Project. Scope of services generally includes project management, utility company notification and confirmation, preparation of construction plans and specifications, cost estimates, striping plans, bidding and construction support, as-built plan preparation. The project design will include pavement rehabilitation, new striping and pavement markings, ADA ramp upgrades and sidewalk repair along the Huntington Dr. corridor from City limit to City limit; and new bulb-out features between Buena Vista St. and Highland Ave. to align with the adopted Duarte Town Center Greening and Traffic Calming Plan. On January 27, 2025, seven (7) proposals were received. The firm with the highest average rating was Kreuzer Consulting Group (KCG). Kreuzer Consulting Group has successfully completed bid and construction documents for similar projects for the City of Arcadia, the City of Tustin and the City of Brea. They have extensive experience with a wide range of paving projects as well as projects that incorporate pedestrian safety upgrades in public spaces which is very relevant to this project. The Huntington Drive Street Improvements Project Design was included in the FY 2024/2025 Budget. The project cost is \$140,240 and it will be funded by 220-2225-7965.

ITEM 11.A. (Public Hearings). Ordinance No. 25-02 - Amending the Duarte Municipal Code relating to possession, sale, and use of fireworks - Duarte Municipal Code (“DMC”) Chapter 15.05, “Fireworks,” provides a blanket prohibition on possession, sale, and use of fireworks throughout the City, sets forth certain enforcement provisions, and provides penalties for violations. However, since the adoption of these code provisions, the possession, sale, and use of fireworks and dangerous fireworks continues to increase within the City limits necessitating modifications to the DMC to distinguish particular regulations applicable to “safe and sane” fireworks compared to “dangerous” fireworks and provide further restrictions and increased penalties for the possession, sale, and use of dangerous fireworks in compliance with State law. Amendments to Chapter 15.05 distinguish regulations, enforcement tools, and penalties relating to safe and sane fireworks from those relating to dangerous fireworks. Provisions are added to clarify that the sale, use, and/or possession *with intent* to use safe and sane fireworks within the City are prohibited. The penalty provisions for violations of unauthorized possession, use, or sale of safe and sane fireworks are updated to provide for the use of an administrative citation amount for \$1,000 for the first and each subsequent violation of this chapter. Amendments to Chapter 15.05 further establish and distinguish regulations, enforcement tools, and penalties relating to dangerous fireworks and ensure that these regulations are consistent with State law. Specifically, provisions are added to clarify that the imposition of fines for violations of Chapter 15.05 relating to dangerous fireworks are limited to persons who sell, possess, use and/or display less than twenty-five (25) pounds (gross weight) of such dangerous fireworks. These penalty provisions are also tailored to ensure compliance with State law by providing the specific amounts for administrative fines and disposal charges to be reimbursed to the State Fire Marshall for first, second, third, and subsequent violations within any one-year period. For the first offense, the administrative fine amount shall be \$1,250 with a disposal fee of \$250, or totaling \$1,500 absent any late charges or interest; for the second offense, the administrative amount shall be \$4,000 with a disposal fee of \$1,000, or totaling \$5,000 absent any late charges or interest; and, for the third and subsequent offenses, the administrative amount shall be \$8,000 with a disposal fee of \$2,000, or totaling \$10,000 absent any late charges or interest. These amounts comply with State law, are consistent with the Statewide model ordinance, and directly serve to deter illegal possession, sale, and use of dangerous fireworks throughout the City.



PROCLAMATION

SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH, AND DENIM DAY

WHEREAS, the United States government has declared April 2025 as "Sexual Assault Awareness and Prevention Month," and the Peace Over Violence organization has declared April 30, 2025, as "Denim Day" in Los Angeles County; and

WHEREAS, both events are intended to draw attention to the fact that sexual violence remains a serious issue in our society, and that harmful attitudes about all forms of sexual violence allow these issues to persist and allow victims/survivors to be re-victimized; and

WHEREAS, Sexual Assault Awareness and Prevention Month and Denim Day were also instituted to call attention to misconceptions and misinformation about sexual violence, and the problem that many in society remain disturbingly uninformed with respect to issues of sexual harassment, assault, abuse, and rape; and

WHEREAS, statistics show that one in four women have been raped during their lifetime, youths under 18 years of age account for 44% of all reported assaults, 38% of women experience sexual harassment in the work-place, and about 72% of harassment victims experienced retaliation when they reported it; and

WHEREAS, with proper education, awareness, community involvement, and comprehensive prevention projects, sexual violence and its unfair and traumatizing effects are preventable;

NOW, THEREFORE, BE IT RESOLVED that the City of Duarte hereby proclaims the month of April 2025 as SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH and designates April 30, 2025, as DENIM DAY, and urges everyone to wear jeans on that day to help communicate the message that there is no excuse and never an invitation to harass, abuse, assault, or rape.

IN WITNESS WHEREOF, I have hereunto set my hand this eight day of April, in the year of two thousand twenty-five, and of the City of Duarte, California.

Cesar A. Garcia, Mayor

ATTEST:

Annette Juarez, City Clerk



CITY OF DUARTE

**Minutes of the REGULAR JOINT MEETING OF THE
CITY COUNCIL/HOUSING AUTHORITY/DUARTE COMMUNITY FACILITIES
FINANCING AUTHORITY**

**Tuesday, March 25, 2025
7:00 PM — Regular Session**

7:00 PM OPEN SESSION

1. CALL TO ORDER AND ROLL CALL

Mayor Garcia called the open session to order at 7:05 p.m.

Councilmembers Present: Finlay, Kang, Lewis, Truong, Calderon, Martin Del Campo, Garcia
Councilmembers Absent: None
Staff Present: Brian Villalobos, City Manager
Thai Viet Phan, City Attorney
Kristen Petersen, Assistant City Manager / Director of Administrative Services
Craig Hensley, Director of Community Development
Larry Breceda, Director of Public Safety Services
Manuel Enriquez, Director of Parks and Recreation
Annette Juarez, City Clerk
Andres Rangel, Assistant to the City Manager
Angela Chiaromonte, Financial Services Manager
Stephanie Sandoval, Public Works Manager
Frances Jimenez, Deputy City Clerk

2. ADOPTION OF THE AGENDA

Moved by Councilmember Finlay, seconded by Councilmember Truong, and carried by the following vote of the City Council to adopt the agenda.

AYES: FINLAY, KANG, LEWIS, TRUONG, CALDERON, MARTIN DEL CAMPO, GARCIA
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

3. PLEDGE TO THE FLAG

The flag salute was led by Mayor's Youth Council President, Hope Peoples.

4. ORAL COMMUNICATIONS - SPECIAL ITEMS

Jim Lawler shared that he and his wife published a book on the history of Royal Oaks that can be purchased at the gift shop; gave a summary of the history of the Royal Oaks Senior Living Facility; and thanked LAFCO, the City Council, the Planning Commission and all who made the annexation possible.

Steve Hernandez shared excitement over the annexation and welcomed the new community members.

Andrew Smith introduced Jeremiah Hovsepien Bearce, Executive Director of Westminster Gardens and wished him a Happy Birthday; expressed gratefulness on behalf of HumanGood for the continued relationship with the City of Duarte; thanked the City Council, city leadership and the Royal Oaks residents for their engagement and efforts.

5. SPECIAL ITEMS

A. Mayor's Youth Council Update

President Hope Peoples and Vice President Elisa Ramos gave an update on recent and upcoming Mayor's Youth Council events.

B. Public Safety Department Update

Director Breceda reported a year-to-date 25.3% decline in part 1 crimes; gave an update on the successful use of the Automatic License Plate Reading Camera System (ALPRS); detailed special assignment operations occurring in the riverbed through the Tri-City Agreement which consists of Azusa, Irwindale, and the Army Corps of Engineers where clean-up efforts are taking place thanks to Senator Susan Rubio grant funding; and thanked City of Hope for graciously donating ten roll off bins for the clean-up efforts.

Conversation was had regarding the logistics of the clean-up efforts in the riverbed.

Director Breceda also shared that the EPA's hazardous materials processing site at Lario Park has been cleared out.

Discussion occurred regarding the impact residents made by speaking out against the EPA's designated location and the processing of hazardous materials.

City Manager Villalobos reported that the current active locations being used by the EPA as staging areas are the Charles S. Farnsworth Park and the Altadena Golf Course.

In response to questions asked by the City Council, Director Breceda clarified the intended use of drones by Public Safety and detailed steps being taken to reduce crime at the CVS on Huntington Drive.

The City Council thanked the Public Safety Department for their continued collaboration with the city of Azusa, Irwindale, and the Army Corps of Engineers.

C. Recognition of Royal Oaks Annexation

The City Council recognized the Royal Oaks Annexation; shared words of appreciation for everyone's hard-working efforts in support of the annexation; and welcomed the new residents into the community.

6. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee, Duarte Library, announced upcoming library events.

The City Council announced an upcoming open house at Casa Convent in appreciation of those who serve the community.

Assistant to the City Manager Rangel announced upcoming city events.

7. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

Steve Hernandez requested that the meeting be adjourned in memory of Shirley Rawson, longtime volunteer at the senior center.

8. ORAL COMMUNICATIONS - CONSENT CALENDAR

None.

9. CONSENT CALENDAR

A. Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading (CC/HA/FA).

B. Approve absence(s) of City Councilmember(s) from the City Council meeting.

C. Approval of Minutes - March 11, 2025 Regular Meeting (CC/HA/FA).

D. Approval of Warrants - March 25, 2025 (CC/HA/FA).

E. Receive and File the Monthly Financial Report for the month of January 2025.

F. Receive and File the Public Safety Department Update.

G. Authorization of the City Manager to execute the production agreement with Pyro Spectacular, Inc. in the amount of \$28,500 to produce the fireworks display at the City's Independence Day Celebration & Fireworks Show on July 3, 2025.

H. Second reading and adoption of Public Health Ordinance No. 25-01.

I. Authorization of the Mayor to sign a Letter to the Los Angeles County Board of Supervisors to take immediate steps that will reduce the number of vacancies and support retention efforts for Los Angeles County Deputy Sheriff Positions.

Moved by Councilmember Finlay, seconded by Councilmember Calderon, and carried by the following vote of the City Council to approve items 9A - 9I of the Consent Calendar.

AYES: FINLAY, KANG, LEWIS, TRUONG, CALDERON, MARTIN DEL CAMPO, GARCIA
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

10. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

11. PUBLIC HEARINGS

A. Establishment of Underground Utility District No. 11

Public Works Manager Sandoval provided the background on the efforts to underground utilities; summarized the funding sources; detailed the process of establishing an underground utility district by resolution adoption; clarified that Southern California Edison would be the lead agency; and provided an estimated timeline.

Discussion ensued regarding Edison's role in the project and the generalized timeline.

Mayor Garcia opened the public hearing.

Public Comment

None.

Mayor Garcia closed the public hearing.

Moved by Councilmember Finlay, seconded by Councilmember Kang, and carried by the following vote of the City Council to adopt Resolution No. 25-07 to establish Underground Utility District No. 11.

AYES: FINLAY, KANG, LEWIS, TRUONG, CALDERON, MARTIN DEL CAMPO, GARCIA
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

12. ORAL COMMUNICATIONS - BUSINESS ITEMS

None.

13. BUSINESS ITEMS

A. Award of Contract for Services as the City's Independent Auditor

Financial Services Manager Chiaromonte presented the staff report, detailing the reasoning for issuing a Request for Proposals (RFP) for audit services, and shared the needs and criteria of the city.

In response to questions posed by the Council, she provided information on the decision-making process that led to the selection of LSL, LLP and highlighted the firm's qualifications.

Moved by Councilmember Finlay, seconded by Councilmember Kang, and carried by the following vote of the City Council to authorize the City Manager to enter into a Professional Services Agreement with LSL, LLP (“LSL”) for audit services for a three-year period beginning the fiscal year ending June 30, 2025, with an option to renew for an additional two one-year periods.

AYES: FINLAY, KANG, LEWIS, TRUONG, CALDERON, MARTIN DEL CAMPO, GARCIA
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

B. Adoption of Retention Schedule and Records Management Policy

City Clerk Juarez presented a staff report that detailed the process of creating a city-wide Records Retention Schedule and proposed Records and Information Management Program Policy; provided the history of retention schedules for Human Resources and the Finance division; and emphasized the need for establishing a schedule with retention requirements for all city departments.

In response to questions posed by the City Council, City Clerk Juarez clarified that the retention of documents depended on the type of record it is, as it can range from permanent to the minimum requirement of two years.

Moved by Councilmember Truong, seconded by Councilmember Lewis, and carried by the following vote of the City Council to adopt Resolution No. 25-06, adopting a Records and Information Management Program Policy and Record Retention Policy.

AYES: FINLAY, KANG, LEWIS, TRUONG, CALDERON, MARTIN DEL CAMPO, GARCIA
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

C. Utility Box Art Program - 2024 Call for Artists Installation Update

Planning Manager Golding presented an update on the finalized utility box art installations; shared where on the website further information can be found regarding the artwork and its corresponding artist; and discussed logistics that can be improved upon for future projects.

The City Council thanked staff for their hard work in leading the program.

Moved by Councilmember Finlay, seconded by Councilmember Calderon, and carried by the following vote of the City Council to receive and file the Utility Box Art Installations update.

AYES: FINLAY, KANG, LEWIS, TRUONG, CALDERON, MARTIN DEL CAMPO, GARCIA
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

D. Selection of Recommending Body for Public Art Projects

Planning Manager Golding provided the history of the public art decision-making process that has occurred over the years; summarized the work done by the Freeway Walls and Utility Boxes Arts Ad Hoc Committee appointed in 2023; detailed the scope of public art that would be seen in the future; pointed out that the body or group responsible for future consideration of public art projects has yet to be decided; provided multiple options for consideration; and ultimately provided the reasoning behind staff's recommendation to select the Planning and Economic Development Commission to review and recommend art projects to the City Council.

Conversation was had regarding the various options of recommending bodies for Public Arts projects that would be the best fit for future projects and their scope of work.

City Attorney Phan outlined the various choices the City Council may make and clarified their discretionary ability to make decisions at a later date if they so choose.

Further conversation was had regarding keeping the community engaged and involved as well as the potential timeline for upcoming utility box art projects.

Planning Manager Golding detailed the tentative plan for future public art projects.

City Attorney Phan confirmed that members of the previously appointed Arts Ad Hoc Committee can be invited back to participate if they are willing to do so and provided options for the Council to consider so as to not delay upcoming art projects.

Discussion occurred among the City Council regarding using an arts Ad Hoc Committee as a reviewing body as opposed to using the Planning and Economic Development Commission as a permanent body.

Mayor Garcia moved to assign the next four utility box art projects to the Planning and Economic Development Commission and table the rest of the discussion regarding future public art projects. The motion died for lack of a second.

Councilmember Truong made a motion to assign the next four utility box art projects to an Arts Ad Hoc Committee and return at a later date with a final plan on which body should review and recommend public art projects to the City Council for ultimate consideration; Councilmember Lewis seconded the motion.

Mayor Garcia made a substitute motion to assign the next four utility box art projects to the Planning and Economic Development Commission and consider an Arts Ad Hoc Committee for the future public art project at Mountain Avenue; Mayor Pro Tem Martin Del Campo seconded the motion. The substitute motion failed by the following Roll Call vote:

AYES: MARTIN DEL CAMPO, GARCIA
NOES: FINLAY, KANG, LEWIS, TRUONG, CALDERON
ABSTAIN: NONE
ABSENT: NONE

The original motion to assign the next four utility box art projects to an Arts Ad Hoc Committee and return at a later date with a final plan on which body should review and recommend public art projects to the City Council for ultimate consideration carried with the following Roll Call vote:

AYES: FINLAY, KANG, LEWIS, TRUONG, CALDERON
NOES: MARTIN DEL CAMPO, GARCIA
ABSTAIN: NONE
ABSENT: NONE

E. Authorization for the City Manager to execute Community Recreation Joint Use Agreement with Duarte Unified School District

Director Enriquez gave an overview of the history of the agreement with the Duarte Unified School District; shared that both parties assessed their current needs when it came to identifying changes that needed to be made; and highlighted the largest differences made to the updated agreement.

Per questions posed by the City Council, Director Enriquez shared details on the negotiation process; explained that the decreased number of fields the City will have also means less upkeep and responsibility on the city's end; and confirmed that overall, the agreement is a net loss for the city.

Conversation was had regarding school relocations as well at the nature of the working relationship with the Duarte Unified School District.

Moved by Mayor Garcia, seconded by Councilmember Finlay, and carried by the following vote of the City Council to Authorize the City Manager to execute the updated Community Joint Use Agreement between the City and Duarte Unified School District.

AYES: FINLAY, KANG, LEWIS, TRUONG, CALDERON, MARTIN DEL CAMPO, GARCIA
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

14. ITEMS FROM CITY COUNCIL/HOUSING AUTHORITY/FINANCING AUTHORITY MEMBERS AND CITY MANAGER/EXECUTIVE DIRECTOR/REPORTS OF MEETINGS ATTENDED PER GOVERNMENT CODE SECTION 53232.3

City Manager Villalobos reported he along with Mayor Pro Tem Martin Del Campo attended a meeting with Congressman Cisneros where he confirmed that there will be no grants forthcoming this year from the federal government.

Mayor Pro Tem Martin Del Campo reported that after the meeting with Congressman Cisneros various cities discussed how to increase unity across communities and asked for directives from Congressman Cisneros on how to raise awareness around the repercussions that can occur from lost funds. She also reported she attended the Teen Center Fashion Show and thanked Macy's Santa Anita for their donations and all who assisted in organizing the event.

Councilmember Calderon thanked staff for putting on the Cesar Chavez Day of Service event and congratulated Councilmember Finlay along with Pam Romero for being nominated by Assemblymember Blanca Rubio and Senator Susan Rubio for the Woman of the Year award.

Councilmember Finlay thanked Councilmember Calderon; reported she went on a trip to Sacramento with the Southern California Association of Governments SCAG delegation; stated her interest in the city being involved in the 2028 Olympics; and congratulated staff for putting on the Cesar Chavez Day of Service event.

Councilmember Lewis congratulated Councilmember Finlay for receiving the Woman of the Year award.

Councilmember Kang shared his experience attending the Nvidia conference in Silicon Valley and discussed the use of AI, increased energy consumption, and transportation trends.

Councilmember Truong reported he attended the SGVCOG Governing Board meeting as well as the Homeowners' Resource Fair hosted by the LA County Assessor's Office; and will be attending the League of California Cities Government Connection Network Seminar.

Mayor Garcia shared he was invited by Metropolitan Water Director Phan to tour the Delta and State Water Project and congratulated Councilmember Finlay, Lydia Carswell, and Pam Romero for representing Duarte in their nominations for the Woman of the Year award.

15. ADJOURNMENT

At 9:41 p.m., the City Council adjourned the meeting in memory of Shirley Rawson, longtime volunteer at the Senior Center.



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 3/27/2025 - 4/9/2025

Account Number	Vendor DBA	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1605-7730	DJ Phil Perez	Eggfest 2025 DJ	220774		675.00
100-1205-7650	VISION COMMUNICATIONS CO	Van #29 Radio Equipment	5673		664.27
100-1605-7650	VISION COMMUNICATIONS CO	Van #17 Radio Equipment	5673		664.27
100-1605-7730	BUBBLEMANIA AND COMPAN...	Eggfest 4/19/2025 Outdoor Bubble Playtime	220758		360.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	5624		25.46
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	5624		9.54
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Shop Tools	BD25-1220		101.09
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing-Training Pool	5656		140.00
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing-Teen Ctr	5656		140.00
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing-Fitness Ctr	5656		140.00
100-1605-7735	DELONG UNLIMITED, CHAD DE..	TC 3 on 3 Basketball Shirts	220764		555.66
100-1500	MARILYN MAYS	Advance-Las Vegas Boxing Competition	220771		2,131.00
100-1605-7736	JAVIER DJEU TENNIS	Instructor Fee-Youth Tennis 1/17/25 - 2/14/25	5639		372.40
100-1610-7618	HOME DEPOT CREDIT SERVICES	FC/Yard/Museum Supplies/Repairs	BD25-1220		279.27
100-1610-7618	HOME DEPOT CREDIT SERVICES	Storage Shed Supplies/Repairs	BD25-1220		77.19
100-1605-7730	TAYLOR ENTERTAINMENT INC	Balance-Eggfest 2025 Balloon Twisters	220780		400.00
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	5634		979.08
100-1415-7889	COUNTY OF LOS ANGELES AGR..	Sports Park Gopher Control 12/2024	220761		381.31
100-1610-7618	HOME DEPOT CREDIT SERVICES	Duarte Park/Pickleball Court Repairs	BD25-1220		233.47
100-1405-7980	COUNTY OF LOS ANGELES DE...	FY25 Sewer Service Charge	220762		1,843.25
100-1610-7618	HOME DEPOT CREDIT SERVICES	Otis Gordon Field Repairs	BD25-1220		29.92
100-1610-7618	HOME DEPOT CREDIT SERVICES	Return (Inv #6034832)	BD25-1220		-78.50
100-1610-7618	HOME DEPOT CREDIT SERVICES	Duarte Pk Bleacher Repairs/CC Drywall Repairs	BD25-1220		131.75
100-1415-7661	RUDY'S PLUMBING INC	Backflow Testing-Otis Gordon Sport Park	5656		140.00
100-1610-7652	INX BUILDING MAINTENANCE	Teen Ctr Janitorial Services 3/2025	5638		2,020.44
100-1825-7687	R3 CONSULTING GROUP	SB 1383 Implementation Consulting 1/2025 & 2/2025	5652		825.00
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 2/2025	5625		91.00
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 2/2025	5625		696.60
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 2/2025	5625		11,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations Expenses 2/2025	5625		155.96
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 2/2025	220779		3,183.51
100-1410-7650	COASTLINE EQUIPMENT	Vehicle #3 Service/Repair	5618		4,028.28
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvc 2/16/25 - 3/1/25	5616		6,754.07
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 7 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		782.73
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 3 CA Tire Tax Duplicate Refund	BD25-1196		-12.25
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 17 CA Tire Tax Duplicate Refund	BD25-1196		-8.75
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 29 CA Tire Tax Duplicate Refund	BD25-1196		-8.75
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 9 CA Tire Fee	BD25-1196		8.75

Council Warrant Register By Account

Payment Dates: 3/27/2025 - 4/9/2025

Account Number	Vendor DBA	Description (Item)	Payment Number	Project Account Key	Amount
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 33,34,24,31,25,35 Maint Fees 3/2025	BD25-1196		306.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 20 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		394.30
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 3 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		1,817.41
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 9 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		1,109.20
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 19 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		446.50
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 17 Tax on Gain on Prior	BD25-1196		459.20
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		1,086.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 6 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		578.99
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		702.14
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 29 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		911.10
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 17 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		825.74
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 26 Lease/Maint 3/01/2025 - 3/31/2025	BD25-1196		847.62
100-1405-7614	STAPLES	Office Supplies	5660		181.21
100-1610-7652	SUNBELT RENTALS INC	Duarte Sports Pk Light Replacement (Lift Rental)	5661		2,883.49
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing-City Hall Courtyard	5656		140.00
100-1410-7650	10-8 RETROFIT INC	New Vehicle #3 Lights	5615		5,328.83
100-1205-7761	DATA TICKET INC	Admin Citation Processing 2/2025	5627		344.32
100-1205-7761	DATA TICKET INC	DUI Processing 2/2025	5627		17.00
100-1605-7735	DELONG UNLIMITED, CHAD DE..	TC Duarte Dance Jerseys	220764		110.25
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	5624		25.46
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	5624		9.54
100-1610-7618	SMART & FINAL	Kitchen/Conference Room Supplies	5659		200.16
100-1605-7736	SAMPA JIU JITSU	Instructor Fee-Kickboxing 1/13/25 - 3/7/25	5658		150.50
100-1610-8100	DAHLIN GROUP INC	City Hall Building Facade Design Services 2/2025	5626		15,125.00
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 2/2025	5645		446,170.22
100-1205-7761	SUPERIOR CT OF CAL CO OF L...	Citation Revenue Tax 2/2025	220754		3,338.00

Council Warrant Register By Account

Payment Dates: 3/27/2025 - 4/9/2025

Account Number	Vendor DBA	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7756	Circulating Health	SC TaiQi-QiGong 1/6/25 - 2/28/25	5668		504.00
100-1410-7650	10-8 RETROFIT INC	New Vehicle #9 Lights	5615		3,374.98
100-1605-7733	BEN RUSHING	SC Easter Egg Hunt/Spring Fling DJ	220776		150.00
100-1605-7980	LOOK BRANDS LLC	2025 Staff Recognition Event	220769		1,861.88
100-1605-7735	SMART & FINAL	TC Fashion Show Reception Food	5659		101.09
100-1605-7736	JACQUELINE HASTY	Instructor Fee-Sip N Circut 2/11/25 - 3/4/25	5637		70.00
100-1605-7741	PIONEER ATHLETICS	Youth Sports Field Marking Equipment	220775		468.79
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 12/2024	5657		3,366.40
100-1015-7686	RUTAN & TUCKER LLP	General City Litigation (LVH) 12/2024	5657		501.47
100-1015-7686	RUTAN & TUCKER LLP	Telecommunications Legal (Verizon) 12/2024	5657		210.40
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 1/2025	5657		8,074.10
100-1015-7686	RUTAN & TUCKER LLP	General City Litigation (LVH) 1/2025	5657		1,295.27
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	5634		387.56
100-1010-7980	JONATHAN STEPHEN OCHOA	SOTCS Address-"My City" Video Production	220772		1,200.00
100-1605-7965	AQUATIC DESIGN GROUP INC	Design Svcs-FC Pool Deck Renovation 2/2025	220755	202421-Prof Svcs-FC Pool Deck..	18,471.00
100-1605-7965	AQUATIC DESIGN GROUP INC	Change Order 1	220755	202421-Prof Svcs-FC Pool Deck..	3,827.25
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Communication & Social Media Mgmt 3/2025	5666		9,626.00
100-1605-7756	CHRISTOPHER H CHUC	SC Ballroom & Latin Dance 1/9/25-3/6/25	5623		277.20
100-1605-7756	CHRISTOPHER H CHUC	SC Line Dance 1/9/25 - 3/6/25	5623		226.80
100-1205-7761	DATA TICKET INC	Parking Citation Processing 2/2025	5627		2,068.33
100-1610-7652	MONROVIA LOCK SHOP	Sports Park Lock Repair	220760		663.57
100-1205-7780	NATIONAL BAND & TAG CO	2026 Dog Tags	5649		703.68
100-1405-8100	FS CONTRACTORS INC	Hunt Dr Median Island Improvements 2/3/25-3/14/25	5630	202416-Cap Improv-Huntingt...	305,500.00
100-2127	FS CONTRACTORS INC	Retention	5630	202416-Retention-Huntington...	-15,275.00
100-1605-7002	PAMELA ROMERO	CPR Stipend	5655		76.92
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	5624		15.40
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	5624		46.65
100-1610-7618	DOG WASTE DEPOT	Dog Waste Bags for Parks	5678		1,346.85
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 3/6/2025	5662		160.00
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Water Removal	5662		30.00
100-1805-7965	WILLDAN FINANCIAL SERVICES	Cost Allocation Plan & User Fee Study 2/28/25	5677		2,653.00
100-1610-7618	WAXIE SANITARY SUPPLY	Vacuum Bags	5674		42.52
100-1610-7652	WEATHERPROOFING TECHNO...	Senior Ctr Roof/Chimney Repair	220781		1,964.00
100-1205-7615	FOOTHILL COMMUNICATIONS...	PS Mgr's Vehicle EOC Radio Purchase/Install	5633		12,160.32
100-1205-7615	FOOTHILL COMMUNICATIONS...	EOC Portable LA-RICS Radios	5633		16,334.92
100-1605-7741	CHALLENGER TEAMWEAR	Youth Sports Soccer Jerseys	5622		936.35
100-1205-7779	MATTHEW GUAJARDO	DUSD Intern Program	5636	202418-FY23-26-Exp-Tutors,S...	300.00
100-1605-7750	INLAND EMPIRE TOURS & TR...	Cheech Marin Ctr Excursion Transportation	220767		1,140.00
100-1020-7710	LUDECKE PROPERTY MANAG...	Chamber Lease 4/2025	220770		1,750.00
100-1205-7787	MOUNTAIN VISA PLAZA	Public Safety Lease	5648		9,391.00

Council Warrant Register By Account

Payment Dates: 3/27/2025 - 4/9/2025

Account Number	Vendor DBA	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7787	MOUNTAIN VISA PLAZA	Actual 2024 CAM/Taxes/Rubbish/Insurance	5648		-2,398.65
100-1610-7652	AIR-TRO INC	ROB Bldg HVAC Quarterly Service	220753		368.00
100-1825-7626	FEDEX	Document Delivery 3/13/2025	220766		42.82
100-1410-7650	FLEET SERVICES (76 FLEET)	Field Srvcs CNG Fuel 2/1/25 - 2/28/25	BD25-1215		114.90
100-1205-7779	AIDA TORRES	DART Event Ticket Reimbursement	5665		50.00
100-1010-7980	CURO MANAGED PRINT PRO...	Royal Oaks Annexation Bridge Party	220763		68.91
100-1605-7733	CURO MANAGED PRINT PRO...	SC April 2025 Schedule of Events	220763		18.74
100-1410-8100	PUMPMAN SOCIAL	Emergency Irrigation Booster Pump-Encanto Park	5651		19,982.00
100-1205-7980	MERARI AQUINO	Tobacco Sting Operation Participation Gift Card	5617		50.00
100-1205-7980	MERARI AQUINO	Tobacco Sting Operation Participation Food	5617		122.30
100-1205-7610	DUARTE PUBLIC SAFETY PETTY...	Meeting Supplies	220765		35.96
100-1205-7615	DUARTE PUBLIC SAFETY PETTY...	EOC Jacket Embroidery	220765		50.00
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Office Water	220765		18.00
100-1010-7610	U.S. BANK	Brian Villalobos Mtg w/CC Sam Kang (Hope Village)	5669		44.49
100-1010-7610	U.S. BANK	Brian V Mtg w/Special Assign Deputy (VillagePizza)	5669		45.21
100-1010-7610	U.S. BANK	Brian Villalobos Mtg w/Cpt Meza (Mikomi Sushi)	5669		56.52
100-1010-7610	U.S. BANK	Brian V Mtg w/Sgt Fiedler/Deputy V (Mikomi Sushi)	5669		93.47
100-1010-7610	U.S. BANK	CMO Dept Mtg 3/25/25 Breakfast (DoorDash)	5669		108.05
100-1010-7610	U.S. BANK	Andres Rangel CCCA Annual Seminar Reg 5/2025	5669		950.00
100-1010-7610	U.S. BANK	Brian V Mtg w/Boys & Girls Club (Noodle St)	5669		63.13
100-1010-7612	U.S. BANK	Pasadena Star News Online Subscription	5669		18.00
100-1010-7614	U.S. BANK	Custom Date Stamp (Stampmaker)	5669		44.57
100-1010-7980	U.S. BANK	CC Mtg 3/25/25 Supplies (InstaCart-Target)	5669		86.41
100-1010-7980	U.S. BANK	CC Mtg 2/25/25 Dessert (Crumbl Duarte)	5669		25.98
100-1010-7980	U.S. BANK	DashPass 3/5/2025 - 4/5/2025 (DoorDash)	5669		9.99
100-1010-7980	U.S. BANK	Assessor's Office Fair 3/22/25 Bags (4Imprint)	5669		323.92
100-1010-7980	U.S. BANK	CC Mtg 2/25/25 Dinner (Chipotle)	5669		252.78
100-1020-7712	U.S. BANK	Spotify Membership	5669		19.99
100-1020-7712	U.S. BANK	eNews & Press Releases (Constant Contact)	5669		656.60
100-1405-7614	U.S. BANK	CMD Printer Toner Cartridge (Amazon)	5671		427.77
100-1410-7610	U.S. BANK	(3) MSA April Meeting/Training (Admin Prof Day)	5671		154.50
100-1410-7610	U.S. BANK	Gerard Batista MSA March Meeting/Training	5671		25.75
100-1410-7612	U.S. BANK	Gerard Batista ISA Membership Renewal	5671		185.00
100-1020-7711	U.S. BANK	Refund-Order Cancelled Srvc Award Boxes (Amazon)	5670		-26.44

Council Warrant Register By Account

Payment Dates: 3/27/2025 - 4/9/2025

Account Number	Vendor DBA	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7779	U.S. BANK	DART Spring Break Trip 4/7/25- 4/9/25 (Airbnb)	5670		2,034.72
100-1205-8030	U.S. BANK	Camera Drone/Battery/Case/Accessories (Amazon)	5670	202513/100-1205-8030-Other...	3,124.75
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 3/4/2025 - 4/3/2025	5670		8.99
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 3/4/2025 - 4/3/2025	5670		9.00
100-1805-7610	U.S. BANK	Kristen P Mtg w/Monrovia Chamber (Noodle St)	5670		50.64
100-1810-7611	U.S. BANK	Employee Mtg 2/24/25 (Tropicana Mkt)	5670		20.59
100-1810-7614	U.S. BANK	HR Printer Toner (Cano...	5670		120.17
100-1810-7980	U.S. BANK	Online Legal Document Research Fee (Unicourt)	5670		149.00
100-1810-7980	U.S. BANK	Deposit-Employee Event 6/19/25 (Bowlero Arcadia)	5670		2,278.60
100-1815-7632	U.S. BANK	1Password (4 Users) 3/15/2025 - 3/15/2026	5670		383.52
100-1815-7632	U.S. BANK	Finance Webinar 3/7/2025 - 4/6/2025 (Zoom)	5670		96.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Arcobat 3/13/25 - 4/12/25	5670		849.68
100-2121	U.S. BANK	Kristen P Personal Uber Trip (Charged in Error)	5670		39.05
100-1205-7610	U.S. BANK	Zoom Meeting Speaker (Amazon)	5672		22.37
100-1205-7614	U.S. BANK	Name Tag Magnetic Holders (Amazon)	5672		14.32
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	5672		15.30
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	5672		15.31
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	5672		18.78
100-1205-7615	U.S. BANK	EOC Name Tags (Sheriffs Relief Emporium)	5672		35.59
100-1205-7779	U.S. BANK	DHS Play 3/7/2025 Dinner (Domino's Pizza)	5672		37.99
100-1205-7779	U.S. BANK	DHS Play 3/10/2025 Dinner (Domino's Pizza)	5672		44.88
100-1205-7779	U.S. BANK	DART Officers Meeting 3/17/2025 (Domino's Pizza)	5672		31.15
100-1205-7779	U.S. BANK	DART Field Trip 2/28/2025 (Barnes & Noble)	5672		232.88
100-1205-7779	U.S. BANK	DART Event Supplies (Costco)	5672		54.85
100-1205-7779	U.S. BANK	DART Event 3/4/2025 (Look Cinemas Monrovia)	5672		67.60
100-1205-7779	U.S. BANK	DART Event 3/15/2025 (Hao Cafe)	5672		67.62
100-1205-7779	U.S. BANK	DART Tour of LaVerne University 3/19/25 (In-N-Out)	5672		72.65
100-1205-7779	U.S. BANK	DART Event 3/1/2025 (Luyu Dumpling)	5672		104.98
100-1205-7779	U.S. BANK	DART Field Trip 2/28/2025 (Hong Kong Express)	5672		160.04
100-1205-7783	U.S. BANK	A-Team Trip 3/11/2025 (Kids Empire Monrovia)	5672		761.00
100-1205-7783	U.S. BANK	A-Team Trip 3/18/2025 (Kids Empire Monrovia)	5672		977.00
100-1205-7783	U.S. BANK	A-Team Trip 3/18/2025 (Domino's Pizza)	5672		183.57
100-1205-7783	U.S. BANK	A-Team Trip 3/11/2025 (Little Caesars)	5672		106.82
100-1205-7980	U.S. BANK	Parking Enforcement Equipment (Parking Zone)	5672		335.48

Council Warrant Register By Account

Payment Dates: 3/27/2025 - 4/9/2025

Account Number	Vendor DBA	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7980	U.S. BANK	Officer's Equipment (Galls)	5672		229.46
100-1205-7980	U.S. BANK	2nd Interview Code Officer Panel (Hope Village)	5672		48.46
100-1205-7980	U.S. BANK	Office & Vehicle Seat Cushion (Amazon)	5672		79.36
100-1205-7980	U.S. BANK	Interview Panel Lunch (Jim's Burgers)	5672		99.26
100-1205-8030	U.S. BANK	Drone Supplies (Amazon)	5672	202513/100-1205-8030-Other...	17.63
100-1205-8030	U.S. BANK	Drone sUAS Registration (GDIT FAA 34EREWL)	5672	202513/100-1205-8030-Other...	5.00
100-1205-8030	U.S. BANK	Drone Supplies (Amazon)	5672	202513/100-1205-8030-Other...	34.18
100-1010-7980	ALBERT NUNEZ	Balance-2025 State of the City Entertainment	5650		400.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	5624		25.46
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	5624		9.54
100-2120	LILIANA BARRERA	ROP Rent Deposit Refund 3/23/2025	220756		150.00
100-2120	SALVADOR CAMACHO	SC Rent Deposit Refund 3/15/2025	220759		500.00
100-2120	DANIELLE JARVIS	ROP Bldg Rent Deposit Refund 3/16/2025	220768		150.00
100-2120	RANA ZAHIRI	ROP Bldg Rent Deposit Refund 3/15/2025	220782		150.00
100-1605-7756	ABRAHAM MARTINEZ	Instructor Fee-SC Piano/Keyboard 1/10/25 - 2/28/25	5647		462.00
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	5635		75.00
100-1005-7641	TERA MARTIN DEL CAMPO	Council Vehicle Allowance	5646		75.00
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	5632		75.00
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	5667		75.00
100-1005-7647	MARTIN CALDERON RIOS	Council Vehicle Allowance	5654		75.00
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	5640		75.00
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	5644		75.00
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	5619		218.00
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	5663		435.00
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	5628		435.00
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	5653		566.00
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	5629		435.00
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	220757		435.00
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	5641		435.00
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	5621		566.00
100-1605-7730	PARTY PRONTO INC	Eggfest 2025 Petting Zoo	220773		825.00
Fund 100 - GENERAL FUND Total:					966,190.08
Fund: 220 - GAS TAX FUN					
220-2127	PCI	Retention	5676	202509-Retention-Traffic/Stre...	-3,835.00
220-2210-7812	PCI	Bid Item 4	5676	202509-FY25 Traffic Striping P...	-6.00
220-2210-7812	PCI	Bid Item 6	5676	202509-FY25 Traffic Striping P...	7,406.00
220-2210-7812	PCI	FY25 Citywide Striping & Marking Project	5676	202509-FY25 Traffic Striping P...	69,300.00
220-2210-7890	CALTRANS	Signals & Lighting 7/2024 - 9/2024	220778		856.59
Fund 220 - GAS TAX FUN Total:					73,721.59

Council Warrant Register By Account

Payment Dates: 3/27/2025 - 4/9/2025

Account Number	Vendor DBA	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Hacienda Park	5656		140.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Beardslee Park	5656		140.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Tzeitel Paras Carraci Park	5656		140.00
240-2420-7887	RUDY'S PLUMBING INC	Backflow Testing-Kendrick Tract LLD	5656		140.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park	5656		140.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park	5656		140.00
240-2410-7891	HOME DEPOT CREDIT SERVICES	Duarte Rd Median Irrigation Repairs	BD25-1220		14.27
240-2410-7888	RUDY'S PLUMBING INC	Backflow Testing/Repair-Duarte Park	5656		432.64
240-2405-7888	HOME DEPOT CREDIT SERVICES	Huntington Dr Electrical Repair	BD25-1220		264.83
240-2423-7887	RUDY'S PLUMBING INC	Backflow Testing-Amberwood LLD	5656		140.00
240-2410-7662	SITEONE LANDSCAPE SUPPLY ...	Annual Weed Abatement	220777		680.80
240-2410-7663	SITEONE LANDSCAPE SUPPLY ...	Annual Weed Abatement	220777		680.80
240-2410-7909	WEST COAST ARBORISTS INC	Palm Pruning	5675		5,189.55
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Northview Park	5656		140.00
240-2410-7891	LANDSCAPE WAREHOUSE INC	Duarte Rd Median Irrigation Repairs	5642		344.48
240-2410-7891	LANDSCAPE WAREHOUSE INC	Duarte Rd Median Irrigation Repairs	5642		67.66
240-2405-7888	HOME DEPOT CREDIT SERVICES	Early Pay Discount (Inv #6516683)	BD25-1220		-4.80
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					8,790.23
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2127	C J CONCRETE CONSTRUCTION..	Retention-FY25 CDBG ADA Curb Ramp Project	5620	202511-Retention-ADA Curb ...	5,409.38
260-2605-7965	LDM ASSOCIATES INC	FY25 CDBG ADA Curb Ramps Project 2/2025	5643	202511-Professional Svcs-ADA...	240.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					5,649.38
Fund: 270 - PAEG - PUBLIC ACCESS					
270-2705-8100	THE TECHNOLOGY DEPOT INC	PEG Channel Support-Analog Port	5664		383.82
Fund 270 - PAEG - PUBLIC ACCESS Total:					383.82
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 2/2025	5645		24,480.43
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					24,480.43
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease 3/01/2025 - 3/31/2025	BD25-1196		428.96
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 35 Lease 3/01/2025 - 3/31/2025	BD25-1196		679.61
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease 3/01/2025 - 3/31/2025	BD25-1196		567.93
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease 3/01/2025 - 3/31/2025	BD25-1196		492.21
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 25 Lease 3/01/2025 - 3/31/2025	BD25-1196		488.87
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 33 Lease 3/01/2025 - 3/31/2025	BD25-1196		441.43
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					3,099.01
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7650	HOME DEPOT CREDIT SERVICES	Yard Supplies	BD25-1220		36.35

Council Warrant Register By Account

Payment Dates: 3/27/2025 - 4/9/2025

Account Number	Vendor DBA	Description (Item)	Payment Number	Project Account Key	Amount
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 2/2025	220779		299.62
Fund 440 - PROPOSITION A TRANSIT FUND Total:					335.97
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 2/2025	220779		262.17
Fund 460 - PROPOSITION C TRANSIT FUND Total:					262.17
Fund: 470 - MEASURE R LR TRANSIT FUND					
470-2127	PCI	Retention	5676	202509_RetentionTraffic/Stre...	-250.00
470-4705-8100	PCI	FY25 Citywide Striping & Marking Project	5676	202509 FY25_Traffic Street Str...	5,000.00
Fund 470 - MEASURE R LR TRANSIT FUND Total:					4,750.00
Fund: 475 - MEASURE M LR TRANSIT FUND					
475-2127	FS CONTRACTORS INC	Retention-FY25 Citywide Concrete Repair Project	5631	202508-Retention_Concrete/S...	7,016.40
Fund 475 - MEASURE M LR TRANSIT FUND Total:					7,016.40
Grand Total:					1,094,679.08

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	966,190.08
220 - GAS TAX FUN	73,721.59
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	8,790.23
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	5,649.38
270 - PAEG - PUBLIC ACCESS	383.82
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	24,480.43
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	3,099.01
440 - PROPOSITION A TRANSIT FUND	335.97
460 - PROPOSITION C TRANSIT FUND	262.17
470 - MEASURE R LR TRANSIT FUND	4,750.00
475 - MEASURE M LR TRANSIT FUND	7,016.40
Grand Total:	1,094,679.08

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	75.00
100-1005-7641	Travel & Exp - Martin Del...	75.00
100-1005-7642	Travel & Exp - Finlay	75.00
100-1005-7643	Travel & Exp - Truong	75.00
100-1005-7647	Travel & Exp - Calderon	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7650	Travel & Exp - Lewis	75.00
100-1010-7610	Travel, Mtgs & Conf	1,360.87
100-1010-7612	Publications and Dues	18.00
100-1010-7614	Office Supplies	44.57
100-1010-7980	Other Expenses	2,367.99
100-1015-7680	City Attorney Legal	11,440.50
100-1015-7684	Code Enforcement Legal	11,943.56
100-1015-7686	Other Legal Services	2,007.14
100-1020-7710	Chamber Of Commerce	1,750.00
100-1020-7711	Employee Recognition C...	-26.44
100-1020-7712	Community Information ...	10,302.59
100-1205-7610	Travel, Mtgs & Conf	58.33
100-1205-7614	Office Supplies	63.71
100-1205-7615	Emergency Supplies	28,580.83
100-1205-7650	Vehicle Maintenance	664.27
100-1205-7761	Parking Ticket Collect	5,767.65
100-1205-7779	Youth Programs	3,259.36
100-1205-7780	Animal Control	703.68
100-1205-7781	Contract Law Enforceme...	446,170.22
100-1205-7782	Crossing Guard Contract...	6,754.07
100-1205-7783	A-Team Program	2,028.39
100-1205-7787	Public Safety Cntr Lease	6,992.35
100-1205-7980	Other Expenses	982.32
100-1205-8030	Other Equipment	3,181.56
100-1405-7614	Office Supplies	608.98
100-1405-7980	Other Expenses	1,843.25
100-1405-8100	Other Capital Improvem...	305,500.00
100-1410-7610	Travel, Mtgs & Conf	180.25
100-1410-7612	Publications and Dues	185.00
100-1410-7650	Vehicle Maintenance	12,846.99
100-1410-7656	Emergency Generator	190.00
100-1410-7814	Graffiti Removal	3,183.51
100-1410-8100	Other Capital Improvem...	19,982.00
100-1415-7661	Other Serv-Sports Park	140.00
100-1415-7889	Repairs-Sports Park	381.31
100-1500	Advances	2,131.00

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7002	Regular Salaries	76.92
100-1605-7650	Vehicle Maintenance	664.27
100-1605-7730	Special Events	2,260.00
100-1605-7733	Senior Center	177.73
100-1605-7735	Teen Center	776.00
100-1605-7736	Youth & Adult Recreatio...	592.90
100-1605-7741	Sports/Playground Progr...	1,405.14
100-1605-7750	Bus Rentals	1,140.00
100-1605-7756	Senior Recreation Classes	1,470.00
100-1605-7965	Professional Services	22,298.25
100-1605-7980	Other Expenses	1,861.88
100-1610-7617	Pool Chemicals	1,366.64
100-1610-7618	Building Supplies	2,363.72
100-1610-7636	Uniforms	91.78
100-1610-7652	Building Maint Services	8,534.77
100-1610-8100	Other Capital Improvem...	15,125.00
100-1805-7610	Travel, Mtgs & Conf	50.64
100-1805-7965	Professional Services	2,653.00
100-1810-7611	Training	20.59
100-1810-7614	Office Supplies	120.17
100-1810-7980	Other Expenses	2,427.60
100-1815-7632	Software	1,329.20
100-1825-7626	Postage	42.82
100-1825-7674	Retiree Health Insurance	3,525.00
100-1825-7687	Waste Mgmt Services	825.00
100-1830-8100	Vehicle Replacement (C...	15,164.20
100-2120	Refundable Deposits	950.00
100-2121	Pass Through Deposits	39.05
100-2127	Retention Payable	-15,275.00
220-2127	Retention Payable	-3,835.00
220-2210-7812	Street Striping & Marking	76,700.00
220-2210-7890	Repairs-Traffic Signal	856.59
240-2405-7888	Repairs-Citywide	260.03
240-2410-7662	Other Serv-Citywide	1,520.80
240-2410-7663	Other Serv-Medians	680.80
240-2410-7888	Repairs-Citywide	432.64
240-2410-7891	Repairs-Medians	426.41
240-2410-7909	Tree Trim-Residential	5,189.55
240-2420-7887	Repairs & Replacements	140.00
240-2423-7887	Repairs & Replacements	140.00
260-2127	Retention Payable	5,409.38
260-2605-7965	Professional Services	240.00
270-2705-8100	Other Capital Improvem...	383.82
290-2905-7781	Contract Law Enforceme...	24,480.43
320-3205-8013	Vehicles (Capital)	3,099.01
440-4405-7650	Vehicle Maintenance	36.35
440-4405-7814	Graffiti Removal	299.62
460-4605-7814	Graffiti Removal	262.17
470-2127	Retention Payable	-250.00
470-4705-8100	Other Capital Improvem...	5,000.00
475-2127	Retention Payable	7,016.40
Grand Total:		1,094,679.08

Project Account Summary

Project Account Key	Payment Amount
None	688,393.49
202416-Cap Improv-Huntington Dr Median Landscape	305,500.00
202416-Retention-Huntington Drive Median Landscape	-15,275.00

Project Account Summary

Project Account Key	Payment Amount
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	300.00
202421-Prof Svcs-FC Pool Deck Renovation	22,298.25
202508-Retention_Concrete/Sidewalk Repair Proj	7,016.40
202509 FY25_Traffic Street Striping Project	5,000.00
202509_RetentionTraffic/Street Striping Project	-250.00
202509-FY25 Traffic Striping Project	76,700.00
202509-Retention-Traffic/Street Striping Proj	-3,835.00
202511-Professional Svcs-ADA Curb Ramps	240.00
202511-Retention-ADA Curb Ramps	5,409.38
202513/100-1205-8030-Other Equip-River Bed Grant	3,181.56
Grand Total:	1,094,679.08



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 3/27/2025 - 4/9/2025

Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 4209 - 10-8 RETROFIT INC					
100-1410-7650	10-8 RETROFIT INC	New Vehicle #3 Lights	21097		5,328.83
100-1410-7650	10-8 RETROFIT INC	New Vehicle #9 Lights	21116		3,374.98
Vendor 4209 - 10-8 RETROFIT INC Total:					8,703.81
Vendor: 5706 - ABRAHAM MARTINEZ					
100-1605-7756	ABRAHAM MARTINEZ	Instructor Fee-SC Piano/Keyboard 1/10/25 - 2/28/25	2025-003		462.00
Vendor 5706 - ABRAHAM MARTINEZ Total:					462.00
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	DART Event Ticket Reimbursement	3/7/2025		50.00
Vendor 1388 - AIDA TORRES Total:					50.00
Vendor: 2061 - AIR-TRO INC					
100-1610-7652	AIR-TRO INC	ROB Bldg HVAC Quarterly Service	453933		368.00
Vendor 2061 - AIR-TRO INC Total:					368.00
Vendor: 6449 - ALBERT NUNEZ					
100-1010-7980	ALBERT NUNEZ	Balance-2025 State of the City Entertainment	4/24/2025B		400.00
Vendor 6449 - ALBERT NUNEZ Total:					400.00
Vendor: 3661 - ALHAMBRA SUPERIOR COURT					
100-1205-7761	SUPERIOR CT OF CAL CO OF L...	Citation Revenue Tax 2/2025	3122025		3,338.00
Vendor 3661 - ALHAMBRA SUPERIOR COURT Total:					3,338.00
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 2/16/25 - 3/1/25	99328		6,754.07
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					6,754.07
Vendor: 5505 - AQUATIC DESIGN GROUP INC					
100-1605-7965	AQUATIC DESIGN GROUP INC	Design Svcs-FC Pool Deck Renovation 2/2025	33867	202421-Prof Svcs-FC Pool Deck..	18,471.00
100-1605-7965	AQUATIC DESIGN GROUP INC	Change Order 1	33867	202421-Prof Svcs-FC Pool Deck..	3,827.25
Vendor 5505 - AQUATIC DESIGN GROUP INC Total:					22,298.25
Vendor: 4813 - BEN RUSHING					
100-1605-7733	BEN RUSHING	SC Easter Egg Hunt/Spring Fling DJ	4/18/2025		150.00
Vendor 4813 - BEN RUSHING Total:					150.00
Vendor: 1202 - BRAGG INVESTMENT COMPANY					
100-1410-7650	COASTLINE EQUIPMENT	Vehicle #3 Service/Repair	1219833		4,028.28
Vendor 1202 - BRAGG INVESTMENT COMPANY Total:					4,028.28
Vendor: 6115 - BUBBLEMANIA AND COMPANY LA LLC					
100-1605-7730	BUBBLEMANIA AND COMPAN...	Eggfest 4/19/2025 Outdoor Bubble Playtime	4781		360.00
Vendor 6115 - BUBBLEMANIA AND COMPANY LA LLC Total:					360.00
Vendor: 6357 - CARLOS FELIPE PEREZ					
100-1605-7730	DJ Phil Perez	Eggfest 2025 DJ	45766-4/19/2025		675.00
Vendor 6357 - CARLOS FELIPE PEREZ Total:					675.00

Council Warrant Register By Vendor

Payment Dates: 3/27/2025 - 4/9/2025

Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0028 - CATHERINE BRATTA					
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	4/2025		435.00
Vendor 0028 - CATHERINE BRATTA Total:					435.00
Vendor: 6340 - CESAR A GARCIA					
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	4/2025		75.00
Vendor 6340 - CESAR A GARCIA Total:					75.00
Vendor: 5792 - CHALLENGER TEAMWEAR					
100-1605-7741	CHALLENGER TEAMWEAR	Youth Sports Soccer Jerseys	1269395-IN		936.35
Vendor 5792 - CHALLENGER TEAMWEAR Total:					936.35
Vendor: 6381 - CHRISTOPHER H CHUC					
100-1605-7756	CHRISTOPHER H CHUC	SC Ballroom & Latin Dance 1/9/25-3/6/25	2502		277.20
100-1605-7756	CHRISTOPHER H CHUC	SC Line Dance 1/9/25 - 3/6/25	2503		226.80
Vendor 6381 - CHRISTOPHER H CHUC Total:					504.00
Vendor: 5586 - CHRISTOPHER J TUCKER					
100-1605-7756	Circulating Health	SC TaiQi-QiGong 1/6/25 - 2/28/25	11		504.00
Vendor 5586 - CHRISTOPHER J TUCKER Total:					504.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4219961402		25.46
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4219961402		9.54
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4223700939		25.46
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4223700939		9.54
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4224468393		15.40
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4224468393		46.65
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4225141130		25.46
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4225141130		9.54
Vendor 5140 - CINTAS CORPORATION #693 Total:					167.05
Vendor: 6483 - CIVICA LAW GROUP, APC					
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 2/2025	15506		91.00
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 2/2025	15507		696.60
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 2/2025	15509		11,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations Expenses 2/2025	15510		155.96
Vendor 6483 - CIVICA LAW GROUP, APC Total:					11,943.56
Vendor: 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/ WTS & MEASURES					
100-1415-7889	COUNTY OF LOS ANGELES AGR..	Sports Park Gopher Control 12/2024	250890		381.31
Vendor 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/ WTS & MEASURES Total:					381.31
Vendor: 2172 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
100-1405-7980	COUNTY OF LOS ANGELES DE...	FY25 Sewer Service Charge	IN250000547		1,843.25
Vendor 2172 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					1,843.25
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1010-7980	CURO MANAGED PRINT PRO...	Royal Oaks Annexation Bridge Party	10525		68.91
100-1605-7733	CURO MANAGED PRINT PRO...	SC April 2025 Schedule of Events	10530		18.74
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					87.65
Vendor: 6709 - DAHLIN GROUP INC					
100-1610-8100	DAHLIN GROUP INC	City Hall Building Facade Design Services 2/2025	2502-232		15,125.00
Vendor 6709 - DAHLIN GROUP INC Total:					15,125.00
Vendor: T4937 - DANIELLE JARVIS					
100-2120	DANIELLE JARVIS	ROP Bldg Rent Deposit Refund 3/16/2025	R107207		150.00
Vendor T4937 - DANIELLE JARVIS Total:					150.00

Council Warrant Register By Vendor

Payment Dates: 3/27/2025 - 4/9/2025

Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5025 - DARRELL RAY CARROLL					
100-1610-7652	MONROVIA LOCK SHOP	Sports Park Lock Repair	25578		663.57
Vendor 5025 - DARRELL RAY CARROLL Total:					663.57
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Admin Citation Processing 2/2025	176626		344.32
100-1205-7761	DATA TICKET INC	DUI Processing 2/2025	176637		17.00
100-1205-7761	DATA TICKET INC	Parking Citation Processing 2/2025	176993		2,068.33
Vendor 5501 - DATA TICKET INC Total:					2,429.65
Vendor: 3838 - DELONG UNLIMITED SCREEN PRINTING					
100-1605-7735	DELONG UNLIMITED, CHAD DE.. TC 3 on 3 Basketball Shirts		22-11515		555.66
100-1605-7735	DELONG UNLIMITED, CHAD DE.. TC Duarte Dance Jerseys		22-11565		110.25
Vendor 3838 - DELONG UNLIMITED SCREEN PRINTING Total:					665.91
Vendor: 3165 - DUARTE PUBLIC SAFETY PETTY CASH					
100-1205-7610	DUARTE PUBLIC SAFETY PETTY...Meeting Supplies		3252025		35.96
100-1205-7615	DUARTE PUBLIC SAFETY PETTY...EOC Jacket Embroidery		3252025		50.00
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...Office Water		3252025		18.00
Vendor 3165 - DUARTE PUBLIC SAFETY PETTY CASH Total:					103.96
Vendor: 1533 - EFREN CASTRO					
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	4/2025		566.00
Vendor 1533 - EFREN CASTRO Total:					566.00
Vendor: 6189 - ENTERPRISE FM TRUST					
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 7 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		782.73
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		702.14
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 17 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		825.74
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 17 CA Tire Tax Duplicate Refund	FBN5280634		-8.75
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 29 CA Tire Tax Duplicate Refund	FBN5280634		-8.75
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 9 CA Tire Fee	FBN5280634		8.75
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 33,34,24,31,25,35 Maint Fees 3/2025	FBN5280634		306.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 29 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		911.10
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 3 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		1,817.41
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		1,086.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 20 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		394.30
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 26 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		847.62

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Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 19 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		446.50
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 17 Tax on Gain on Prior	FBN5280634		459.20
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 9 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		1,109.20
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 3 CA Tire Tax Duplicate Refund	FBN5280634		-12.25
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 6 Lease/Maint 3/01/2025 - 3/31/2025	FBN5280634		578.99
Vendor 6189 - ENTERPRISE FM TRUST Total:					15,164.20
Vendor: 0087 - FEDEX					
100-1825-7626	FEDEX	Document Delivery 3/13/2025	8-805-65527		42.82
Vendor 0087 - FEDEX Total:					42.82
Vendor: 5632 - FOOTHILL COMMUNICATIONS LLC					
100-1205-7615	FOOTHILL COMMUNICATIONS...	PS Mgr's Vehicle EOC Radio Purchase/Install	INV7334		12,160.32
100-1205-7615	FOOTHILL COMMUNICATIONS...	EOC Portable LA-RICS Radios	INV7335		16,334.92
Vendor 5632 - FOOTHILL COMMUNICATIONS LLC Total:					28,495.24
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	152784		979.08
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	152891		387.56
Vendor 4690 - FULLER ENGINEERING INC Total:					1,366.64
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Shop Tools	4532345		101.09
100-1610-7618	HOME DEPOT CREDIT SERVICES	FC/Yard/Museum Supplies/Repairs	9306405		279.27
100-1610-7618	HOME DEPOT CREDIT SERVICES	Storage Shed Supplies/Repairs	9510941		77.19
100-1610-7618	HOME DEPOT CREDIT SERVICES	Duarte Park/Pickleball Court Repairs	6034832		233.47
100-1610-7618	HOME DEPOT CREDIT SERVICES	Otis Gordon Field Repairs	5034942		29.92
100-1610-7618	HOME DEPOT CREDIT SERVICES	Return (Inv #6034832)	5223873		-78.50
100-1610-7618	HOME DEPOT CREDIT SERVICES	Duarte Pk Bleacher Repairs/CC Drywall Repairs	3024394		131.75
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					774.19
Vendor: 1465 - INLAND EMPIRE STAGES LTD					
100-1605-7750	INLAND EMPIRE TOURS & TR...	Cheech Marin Ctr Excursion Transportation	62837		1,140.00
Vendor 1465 - INLAND EMPIRE STAGES LTD Total:					1,140.00
Vendor: 6309 - INX BUILDING MAINTENANCE					
100-1610-7652	INX BUILDING MAINTENANCE	Teen Ctr Janitorial Services 3/2025	992190		2,020.44
Vendor 6309 - INX BUILDING MAINTENANCE Total:					2,020.44
Vendor: 3821 - JACQUELINE BURCKHARD					
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	4/2025		218.00
Vendor 3821 - JACQUELINE BURCKHARD Total:					218.00
Vendor: 6398 - JACQUELINE HASTY					
100-1605-7736	JACQUELINE HASTY	Instructor Fee-Sip N Circuit 2/11/25 - 3/4/25	DP&R3-2025		70.00
Vendor 6398 - JACQUELINE HASTY Total:					70.00

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Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6271 - JAVIER DJEU TENNIS					
100-1605-7736	JAVIER DJEU TENNIS	Instructor Fee-Youth Tennis 1/17/25 - 2/14/25	021125		372.40
Vendor 6271 - JAVIER DJEU TENNIS Total:					372.40
Vendor: 0128 - JIM KIRCHNER					
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	4/2025		435.00
Vendor 0128 - JIM KIRCHNER Total:					435.00
Vendor: 0086 - JOHN FASANA					
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	4/2025		435.00
Vendor 0086 - JOHN FASANA Total:					435.00
Vendor: 6724 - JONATHAN STEPHEN OCHOA					
100-1010-7980	JONATHAN STEPHEN OCHOA	SOTCS Address-"My City" Video Production	20250314		1,200.00
Vendor 6724 - JONATHAN STEPHEN OCHOA Total:					1,200.00
Vendor: 5406 - JOSE ANGEL FIERROS					
100-1405-8100	FS CONTRACTORS INC	Hunt Dr Median Island Improvements 2/3/25-3/14/25	3583	202416-Cap Improv-Huntingt...	305,500.00
100-2127	FS CONTRACTORS INC	Retention	3583	202416-Retention-Huntington...	-15,275.00
Vendor 5406 - JOSE ANGEL FIERROS Total:					290,225.00
Vendor: T4938 - LILIANA BARRERA					
100-2120	LILIANA BARRERA	ROP Rent Deposit Refund 3/23/2025	R107161		150.00
Vendor T4938 - LILIANA BARRERA Total:					150.00
Vendor: 6722 - LOOK BRANDS LLC					
100-1605-7980	LOOK BRANDS LLC	2025 Staff Recognition Event	4/23/2025		1,861.88
Vendor 6722 - LOOK BRANDS LLC Total:					1,861.88
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 2/2025	252339TZ		446,170.22
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					446,170.22
Vendor: 5698 - LUDECKE PROPERTY MANAGEMENT INC					
100-1020-7710	LUDECKE PROPERTY MANAG...	Chamber Lease 4/2025	huntplaz-1735-0425		1,750.00
Vendor 5698 - LUDECKE PROPERTY MANAGEMENT INC Total:					1,750.00
Vendor: 0285 - MARGARET FINLAY					
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	4/2025		75.00
Vendor 0285 - MARGARET FINLAY Total:					75.00
Vendor: 4422 - MARILYN MAYS					
100-1500	MARILYN MAYS	Advance-Las Vegas Boxing Competition	4/25/25 - 4/27/25		2,131.00
Vendor 4422 - MARILYN MAYS Total:					2,131.00
Vendor: 6695 - MARTIN CALDERON RIOS					
100-1005-7647	MARTIN CALDERON RIOS	Council Vehicle Allowance	4/2025		75.00
Vendor 6695 - MARTIN CALDERON RIOS Total:					75.00
Vendor: 6594 - MATTHEW GUAJARDO					
100-1205-7779	MATTHEW GUAJARDO	DUSD Intern Program	2/2025	202418-FY23-26-Exp-Tutors,S...	300.00
Vendor 6594 - MATTHEW GUAJARDO Total:					300.00
Vendor: T2469 - MERARI AQUINO					
100-1205-7980	MERARI AQUINO	Tobacco Sting Operation Participation Gift Card	3/21/2025		50.00
100-1205-7980	MERARI AQUINO	Tobacco Sting Operation Participation Food	3/21/2025		122.30
Vendor T2469 - MERARI AQUINO Total:					172.30
Vendor: 1042 - MICHAEL TARR					
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	4/2025		435.00
Vendor 1042 - MICHAEL TARR Total:					435.00

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Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 2461 - MVP, LLC					
100-1205-7787	MOUNTAIN VISA PLAZA	Actual 2024 CAM/Taxes/Rubbish/Insurance	4/2025		-2,398.65
100-1205-7787	MOUNTAIN VISA PLAZA	Public Safety Lease	4/2025		9,391.00
Vendor 2461 - MVP, LLC Total:					6,992.35
Vendor: 0421 - NATIONAL BAND & TAG CO					
100-1205-7780	NATIONAL BAND & TAG CO	2026 Dog Tags	308504		703.68
Vendor 0421 - NATIONAL BAND & TAG CO Total:					703.68
Vendor: 1197 - PAMELA ROMERO					
100-1605-7002	PAMELA ROMERO	CPR Stipend	4/2025		76.92
Vendor 1197 - PAMELA ROMERO Total:					76.92
Vendor: 6286 - PARTY PRONTO INC					
100-1605-7730	PARTY PRONTO INC	Eggfest 2025 Petting Zoo	O44556		825.00
Vendor 6286 - PARTY PRONTO INC Total:					825.00
Vendor: 6725 - PIONEER ATHLETICS					
100-1605-7741	PIONEER ATHLETICS	Youth Sports Field Marking Equipment	INV-239836		468.79
Vendor 6725 - PIONEER ATHLETICS Total:					468.79
Vendor: 6694 - PUMPMAN LLC					
100-1410-8100	PUMPMAN SOCIAL	Emergency Irrigation Booster Pump-Encanto Park	130001516		19,982.00
Vendor 6694 - PUMPMAN LLC Total:					19,982.00
Vendor: 6372 - R3 CONSULTING GROUP					
100-1825-7687	R3 CONSULTING GROUP	SB 1383 Implementation Consulting 1/2025 & 2/2025	124366		825.00
Vendor 6372 - R3 CONSULTING GROUP Total:					825.00
Vendor: T4939 - RANA ZAHIRI					
100-2120	RANA ZAHIRI	ROP Bldg Rent Deposit Refund 3/15/2025	R107215		150.00
Vendor T4939 - RANA ZAHIRI Total:					150.00
Vendor: 4142 - RUDY'S PLUMBING INC					
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing-Training Pool	11788		140.00
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing-Teen Ctr	11789		140.00
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing-Fitness Ctr	11793		140.00
100-1415-7661	RUDY'S PLUMBING INC	Backflow Testing-Otis Gordon Sport Park	11787		140.00
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing-City Hall Courtyard	11781		140.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					700.00
Vendor: 0196 - RUTAN & TUCKER LLP					
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 12/2024	1022756		3,366.40
100-1015-7686	RUTAN & TUCKER LLP	General City Litigation (LVH) 12/2024	1022757		501.47
100-1015-7686	RUTAN & TUCKER LLP	Telecommunications Legal (Verizon) 12/2024	1022758		210.40
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 1/2025	1022759		8,074.10
100-1015-7686	RUTAN & TUCKER LLP	General City Litigation (LVH) 1/2025	1022760		1,295.27
Vendor 0196 - RUTAN & TUCKER LLP Total:					13,447.64
Vendor: T4940 - SALVADOR CAMACHO					
100-2120	SALVADOR CAMACHO	SC Rent Deposit Refund 3/15/2025	R107206		500.00
Vendor T4940 - SALVADOR CAMACHO Total:					500.00

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Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6675 - SAMPA BRAZILIAN JIU JITSU INC					
100-1605-7736	SAMPA JIU JITSU	Instructor Fee-Kickboxing 1/13/25 - 3/7/25	#1		150.50
Vendor 6675 - SAMPA BRAZILIAN JIU JITSU INC Total:					150.50
Vendor: 5263 - SAMUEL KANG					
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	4/2025		75.00
Vendor 5263 - SAMUEL KANG Total:					75.00
Vendor: 0209 - SMART & FINAL					
100-1610-7618	SMART & FINAL	Kitchen/Conference Room Supplies	971877		200.16
100-1605-7735	SMART & FINAL	TC Fashion Show Reception Food	969688		101.09
Vendor 0209 - SMART & FINAL Total:					301.25
Vendor: 2688 - STAPLES CONTRACT & COMMERCIAL INC					
100-1405-7614	STAPLES	Office Supplies	6026220015		181.21
Vendor 2688 - STAPLES CONTRACT & COMMERCIAL INC Total:					181.21
Vendor: 0083 - STEVE ESBENSHADE					
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	4/2025		435.00
Vendor 0083 - STEVE ESBENSHADE Total:					435.00
Vendor: 6462 - SUNBELT RENTALS INC					
100-1610-7652	SUNBELT RENTALS INC	Duarte Sports Pk Light Replacement (Lift Rental)	165926640-0001		2,883.49
Vendor 6462 - SUNBELT RENTALS INC Total:					2,883.49
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 3/6/2025	SA-53321		160.00
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Water Removal	SA-56844		30.00
Vendor 1610 - SUNWEST ENGINEERING Total:					190.00
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 2/2025	18360		3,183.51
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					3,183.51
Vendor: 6533 - TAYLOR ENTERTAINMENT INC					
100-1605-7730	TAYLOR ENTERTAINMENT INC	Balance-Eggfest 2025 Balloon Twisters	4/19/25,10am-12pm		400.00
Vendor 6533 - TAYLOR ENTERTAINMENT INC Total:					400.00
Vendor: 6457 - TERA MARTIN DEL CAMPO					
100-1005-7641	TERA MARTIN DEL CAMPO	Council Vehicle Allowance	4/2025		75.00
Vendor 6457 - TERA MARTIN DEL CAMPO Total:					75.00
Vendor: 3904 - TERESA RENTERIA					
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	4/2025		566.00
Vendor 3904 - TERESA RENTERIA Total:					566.00
Vendor: 6100 - TONEY LEWIS					
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	4/2025		75.00
Vendor 6100 - TONEY LEWIS Total:					75.00
Vendor: 5284 - TRIPEPI SMITH & ASSOCIATES					
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Communication & Social Media Mgmt 3/2025	14326		9,626.00
Vendor 5284 - TRIPEPI SMITH & ASSOCIATES Total:					9,626.00
Vendor: 4484 - U.S. BANK					
100-1010-7610	U.S. BANK	Brian Villalobos Mtg w/Cpt Meza (Mikomi Sushi)	3252025BV		56.52
100-1010-7610	U.S. BANK	Brian V Mtg w/Sgt Fiedler/Deputy V (Mikomi Sushi)	3252025BV		93.47

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Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
100-1010-7610	U.S. BANK	CMO Dept Mtg 3/25/25 Breakfast (DoorDash)	3252025BV		108.05
100-1010-7610	U.S. BANK	Andres Rangel CCCA Annual Seminar Reg 5/2025	3252025BV		950.00
100-1010-7610	U.S. BANK	Brian V Mtg w/Boys & Girls Club (Noodle St)	3252025BV		63.13
100-1010-7610	U.S. BANK	Brian Villalobos Mtg w/CC Sam Kang (Hope Village)	3252025BV		44.49
100-1010-7610	U.S. BANK	Brian V Mtg w/Special Assign Deputy (VillagePizza)	3252025BV		45.21
100-1010-7612	U.S. BANK	Pasadena Star News Online Subscription	3252025BV		18.00
100-1010-7614	U.S. BANK	Custom Date Stamp (Stampmaker)	3252025BV		44.57
100-1010-7980	U.S. BANK	CC Mtg 2/25/25 Dessert (Crumbl Duarte)	3252025BV		25.98
100-1010-7980	U.S. BANK	CC Mtg 3/25/25 Supplies (InstaCart-Target)	3252025BV		86.41
100-1010-7980	U.S. BANK	DashPass 3/5/2025 - 4/5/2025 (DoorDash)	3252025BV		9.99
100-1010-7980	U.S. BANK	CC Mtg 2/25/25 Dinner (Chipotle)	3252025BV		252.78
100-1010-7980	U.S. BANK	Assessor's Office Fair 3/22/25 Bags (4Imprint)	3252025BV		323.92
100-1020-7712	U.S. BANK	eNews & Press Releases (Constant Contact)	3252025BV		656.60
100-1020-7712	U.S. BANK	Spotify Membership	3252025BV		19.99
100-1405-7614	U.S. BANK	CMD Printer Toner Cartridge (Amazon)	3252025CH		427.77
100-1410-7610	U.S. BANK	Gerard Batista MSA March Meeting/Training	3252025CH		25.75
100-1410-7610	U.S. BANK	(3) MSA April Meeting/Training (Admin Prof Day)	3252025CH		154.50
100-1410-7612	U.S. BANK	Gerard Batista ISA Membership Renewal	3252025CH		185.00
100-1020-7711	U.S. BANK	Refund-Order Cancelled Srvc Award Boxes (Amazon)	3252025KP		-26.44
100-1205-7779	U.S. BANK	DART Spring Break Trip 4/7/25- 4/9/25 (Airbnb)	3252025KP		2,034.72
100-1205-8030	U.S. BANK	Camera Drone/Battery/Case/Accessori es (Amazon)	3252025KP	202513/100-1205-8030-Other...	3,124.75
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 3/4/2025 - 4/3/2025	3252025KP		8.99
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 3/4/2025 - 4/3/2025	3252025KP		9.00
100-1805-7610	U.S. BANK	Kristen P Mtg w/Monrovia Chamber (Noodle St)	3252025KP		50.64
100-1810-7611	U.S. BANK	Employee Mtg 2/24/25 (Tropicana Mkt)	3252025KP		20.59
100-1810-7614	U.S. BANK	HR Printer Toner (Cano...	3252025KP		120.17
100-1810-7980	U.S. BANK	Online Legal Document Research Fee (Unicourt)	3252025KP		149.00
100-1810-7980	U.S. BANK	Deposit-Employee Event 6/19/25 (Bowlero Arcadia)	3252025KP		2,278.60
100-1815-7632	U.S. BANK	Finance Webinar 3/7/2025 - 4/6/2025 (Zoom)	3252025KP		96.00
100-1815-7632	U.S. BANK	1Password (4 Users) 3/15/2025 - 3/15/2026	3252025KP		383.52
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Arcobat 3/13/25 - 4/12/25	3252025KP		849.68
100-2121	U.S. BANK	Kristen P Personal Uber Trip (Charged in Error)	3252025KP		39.05

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Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7610	U.S. BANK	Zoom Meeting Speaker (Amazon)	3252025LB		22.37
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	3252025LB		18.78
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	3252025LB		15.31
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	3252025LB		15.30
100-1205-7614	U.S. BANK	Name Tag Magnetic Holders (Amazon)	3252025LB		14.32
100-1205-7615	U.S. BANK	EOC Name Tags (Sheriffs Relief Emporium)	3252025LB		35.59
100-1205-7779	U.S. BANK	DART Event 3/4/2025 (Look Cinemas Monrovia)	3252025LB		67.60
100-1205-7779	U.S. BANK	DART Field Trip 2/28/2025 (Hong Kong Express)	3252025LB		160.04
100-1205-7779	U.S. BANK	DART Event 3/1/2025 (Luyu Dumpling)	3252025LB		104.98
100-1205-7779	U.S. BANK	DART Tour of LaVerne University 3/19/25 (In-N-Out)	3252025LB		72.65
100-1205-7779	U.S. BANK	DART Event 3/15/2025 (Hao Cafe)	3252025LB		67.62
100-1205-7779	U.S. BANK	DART Event Supplies (Costco)	3252025LB		54.85
100-1205-7779	U.S. BANK	DART Field Trip 2/28/2025 (Barnes & Noble)	3252025LB		232.88
100-1205-7779	U.S. BANK	DHS Play 3/10/2025 Dinner (Domino's Pizza)	3252025LB		44.88
100-1205-7779	U.S. BANK	DHS Play 3/7/2025 Dinner (Domino's Pizza)	3252025LB		37.99
100-1205-7779	U.S. BANK	DART Officers Meeting 3/17/2025 (Domino's Pizza)	3252025LB		31.15
100-1205-7783	U.S. BANK	A-Team Trip 3/11/2025 (Little Caesars)	3252025LB		106.82
100-1205-7783	U.S. BANK	A-Team Trip 3/18/2025 (Kids Empire Monrovia)	3252025LB		977.00
100-1205-7783	U.S. BANK	A-Team Trip 3/18/2025 (Domino's Pizza)	3252025LB		183.57
100-1205-7783	U.S. BANK	A-Team Trip 3/11/2025 (Kids Empire Monrovia)	3252025LB		761.00
100-1205-7980	U.S. BANK	Officer's Equipment (Galls)	3252025LB		229.46
100-1205-7980	U.S. BANK	Parking Enforcement Equipment (Parking Zone)	3252025LB		335.48
100-1205-7980	U.S. BANK	Office & Vehicle Seat Cushion (Amazon)	3252025LB		79.36
100-1205-7980	U.S. BANK	Interview Panel Lunch (Jim's Burgers)	3252025LB		99.26
100-1205-7980	U.S. BANK	2nd Interview Code Officer Panel (Hope Village)	3252025LB		48.46
100-1205-8030	U.S. BANK	Drone Supplies (Amazon)	3252025LB	202513/100-1205-8030-Other...	17.63
100-1205-8030	U.S. BANK	Drone sUAS Registration (GDIT FAA 34EREWL)	3252025LB	202513/100-1205-8030-Other...	5.00
100-1205-8030	U.S. BANK	Drone Supplies (Amazon)	3252025LB	202513/100-1205-8030-Other...	34.18
Vendor 4484 - U.S. BANK Total:					16,603.93
Vendor: 6196 - VINH TRUONG					
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	4/2025		75.00
Vendor 6196 - VINH TRUONG Total:					75.00
Vendor: 1974 - VISION COMMUNICATIONS CO					
100-1205-7650	VISION COMMUNICATIONS CO	Van #29 Radio Equipment	0765029-IN		664.27
100-1605-7650	VISION COMMUNICATIONS CO	Van #17 Radio Equipment	0765029-IN		664.27
Vendor 1974 - VISION COMMUNICATIONS CO Total:					1,328.54
Vendor: 0237 - WAXIE SANITARY SUPPLY					
100-1610-7618	WAXIE SANITARY SUPPLY	Vacuum Bags	83112371		42.52
Vendor 0237 - WAXIE SANITARY SUPPLY Total:					42.52

Council Warrant Register By Vendor

Payment Dates: 3/27/2025 - 4/9/2025

Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6723 - WEATHERPROOFING TECHNOLOGIES INC					
100-1610-7652	WEATHERPROOFING TECHNO...	Senior Ctr Roof/Chimney Repair	98005878		1,964.00
Vendor 6723 - WEATHERPROOFING TECHNOLOGIES INC Total:					1,964.00
Vendor: 4797 - WEX BANK					
100-1410-7650	FLEET SERVICES (76 FLEET)	Field Srvcs CNG Fuel 2/1/25 - 2/28/25	103222194		114.90
Vendor 4797 - WEX BANK Total:					114.90
Vendor: 5015 - WILLDAN FINANCIAL SERVICES					
100-1805-7965	WILLDAN FINANCIAL SERVICES	Cost Allocation Plan & User Fee Study 2/28/25	010-61561		2,653.00
Vendor 5015 - WILLDAN FINANCIAL SERVICES Total:					2,653.00
Vendor: 6292 - ZW USA INC					
100-1610-7618	DOG WASTE DEPOT	Dog Waste Bags for Parks	754449		1,346.85
Vendor 6292 - ZW USA INC Total:					1,346.85
Fund 100 - GENERAL FUND Total:					966,190.08
Fund: 220 - GAS TAX FUN					
Vendor: 2809 - STATE OF CALIFORNIA DEPT OF TRANSPORTATION					
220-2210-7890	CALTRANS	Signals & Lighting 7/2024 - 9/2024	SL250315		856.59
Vendor 2809 - STATE OF CALIFORNIA DEPT OF TRANSPORTATION Total:					856.59
Vendor: 5887 - WGJ ENTERPRISES INC					
220-2127	PCI	Retention	12214C-01R	202509-Retention-Traffic/Stre...	-3,835.00
220-2210-7812	PCI	Bid Item 4	12214C-01R	202509-FY25 Traffic Striping P...	-6.00
220-2210-7812	PCI	FY25 Citywide Striping & Marking Project	12214C-01R	202509-FY25 Traffic Striping P...	69,300.00
220-2210-7812	PCI	Bid Item 6	12214C-01R	202509-FY25 Traffic Striping P...	7,406.00
Vendor 5887 - WGJ ENTERPRISES INC Total:					72,865.00
Fund 220 - GAS TAX FUN Total:					73,721.59
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
240-2410-7891	HOME DEPOT CREDIT SERVICES	Duarte Rd Median Irrigation Repairs	0524972		14.27
240-2405-7888	HOME DEPOT CREDIT SERVICES	Huntington Dr Electrical Repair	6516683		264.83
240-2405-7888	HOME DEPOT CREDIT SERVICES	Early Pay Discount (Inv #6516683)	5405994		-4.80
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					274.30
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2410-7891	LANDSCAPE WAREHOUSE INC	Duarte Rd Median Irrigation Repairs	4212183		344.48
240-2410-7891	LANDSCAPE WAREHOUSE INC	Duarte Rd Median Irrigation Repairs	4212185		67.66
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					412.14
Vendor: 4142 - RUDY'S PLUMBING INC					
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Hacienda Park	11782		140.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Beardslee Park	11784		140.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Tzeitel Paras Carraci Park	11785		140.00
240-2420-7887	RUDY'S PLUMBING INC	Backflow Testing-Kendrick Tract LLD	11786		140.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park	11791		140.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park	11792		140.00
240-2410-7888	RUDY'S PLUMBING INC	Backflow Testing/Repair-Duarte Park	11813		432.64

Council Warrant Register By Vendor

Payment Dates: 3/27/2025 - 4/9/2025

Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
240-2423-7887	RUDY'S PLUMBING INC	Backflow Testing-Amberwood LLD	11790		140.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Northview Park	11805		140.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					1,552.64
Vendor: 5691 - SITEONE LANDSCAPE SUPPLY HOLDING LLC					
240-2410-7662	SITEONE LANDSCAPE SUPPLY ...	Annual Weed Abatement	150703205-001		680.80
240-2410-7663	SITEONE LANDSCAPE SUPPLY ...	Annual Weed Abatement	150703205-001		680.80
Vendor 5691 - SITEONE LANDSCAPE SUPPLY HOLDING LLC Total:					1,361.60
Vendor: 1521 - WEST COAST ARBORISTS INC					
240-2410-7909	WEST COAST ARBORISTS INC	Palm Pruning	226738		5,189.55
Vendor 1521 - WEST COAST ARBORISTS INC Total:					5,189.55
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					8,790.23
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
Vendor: 6669 - C J CONCRETE CONSTRUCTION INC					
260-2127	C J CONCRETE CONSTRUCTION..	Retention-FY25 CDBG ADA Curb Ramp Project	6931-RET	202511-Retention-ADA Curb ...	5,409.38
Vendor 6669 - C J CONCRETE CONSTRUCTION INC Total:					5,409.38
Vendor: 5438 - LDM ASSOCIATES INC					
260-2605-7965	LDM ASSOCIATES INC	FY25 CDBG ADA Curb Ramps Project 2/2025	8560	202511-Professional Svcs-ADA...	240.00
Vendor 5438 - LDM ASSOCIATES INC Total:					240.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					5,649.38
Fund: 270 - PAEG - PUBLIC ACCESS					
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
270-2705-8100	THE TECHNOLOGY DEPOT INC	PEG Channel Support-Analog Port	28233		383.82
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					383.82
Fund 270 - PAEG - PUBLIC ACCESS Total:					383.82
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 2/2025	252339TZ		24,480.43
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					24,480.43
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					24,480.43
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
Vendor: 6189 - ENTERPRISE FM TRUST					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease 3/01/2025 - 3/31/2025	FBN5280634		492.21
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease 3/01/2025 - 3/31/2025	FBN5280634		567.93
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 33 Lease 3/01/2025 - 3/31/2025	FBN5280634		441.43
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease 3/01/2025 - 3/31/2025	FBN5280634		428.96
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 25 Lease 3/01/2025 - 3/31/2025	FBN5280634		488.87
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 35 Lease 3/01/2025 - 3/31/2025	FBN5280634		679.61
Vendor 6189 - ENTERPRISE FM TRUST Total:					3,099.01
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					3,099.01
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
440-4405-7650	HOME DEPOT CREDIT SERVICES	Yard Supplies	0553801		36.35
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					36.35

Council Warrant Register By Vendor

Payment Dates: 3/27/2025 - 4/9/2025

Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 2/2025	18360		299.62
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					299.62
Fund 440 - PROPOSITION A TRANSIT FUND Total:					335.97
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 2/2025	18360		262.17
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					262.17
Fund 460 - PROPOSITION C TRANSIT FUND Total:					262.17
Fund: 470 - MEASURE R LR TRANSIT FUND					
Vendor: 5887 - WGJ ENTERPRISES INC					
470-2127	PCI	Retention	12214C-01R	202509_RetentionTraffic/Stre...	-250.00
470-4705-8100	PCI	FY25 Citywide Striping & Marking Project	12214C-01R	202509 FY25_Traffic Street Str...	5,000.00
Vendor 5887 - WGJ ENTERPRISES INC Total:					4,750.00
Fund 470 - MEASURE R LR TRANSIT FUND Total:					4,750.00
Fund: 475 - MEASURE M LR TRANSIT FUND					
Vendor: 5406 - JOSE ANGEL FIERROS					
475-2127	FS CONTRACTORS INC	Retention-FY25 Citywide Concrete Repair Project	3580	202508-Retention_Concrete/S...	7,016.40
Vendor 5406 - JOSE ANGEL FIERROS Total:					7,016.40
Fund 475 - MEASURE M LR TRANSIT FUND Total:					7,016.40
Grand Total:					1,094,679.08

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	966,190.08
220 - GAS TAX FUN	73,721.59
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	8,790.23
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	5,649.38
270 - PAEG - PUBLIC ACCESS	383.82
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	24,480.43
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	3,099.01
440 - PROPOSITION A TRANSIT FUND	335.97
460 - PROPOSITION C TRANSIT FUND	262.17
470 - MEASURE R LR TRANSIT FUND	4,750.00
475 - MEASURE M LR TRANSIT FUND	7,016.40
Grand Total:	1,094,679.08

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	75.00
100-1005-7641	Travel & Exp - Martin Del...	75.00
100-1005-7642	Travel & Exp - Finlay	75.00
100-1005-7643	Travel & Exp - Truong	75.00
100-1005-7647	Travel & Exp - Calderon	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7650	Travel & Exp - Lewis	75.00
100-1010-7610	Travel, Mtgs & Conf	1,360.87
100-1010-7612	Publications and Dues	18.00
100-1010-7614	Office Supplies	44.57
100-1010-7980	Other Expenses	2,367.99
100-1015-7680	City Attorney Legal	11,440.50
100-1015-7684	Code Enforcement Legal	11,943.56
100-1015-7686	Other Legal Services	2,007.14
100-1020-7710	Chamber Of Commerce	1,750.00
100-1020-7711	Employee Recognition C...	-26.44
100-1020-7712	Community Information ...	10,302.59
100-1205-7610	Travel, Mtgs & Conf	58.33
100-1205-7614	Office Supplies	63.71
100-1205-7615	Emergency Supplies	28,580.83
100-1205-7650	Vehicle Maintenance	664.27
100-1205-7761	Parking Ticket Collect	5,767.65
100-1205-7779	Youth Programs	3,259.36
100-1205-7780	Animal Control	703.68
100-1205-7781	Contract Law Enforceme...	446,170.22
100-1205-7782	Crossing Guard Contract...	6,754.07
100-1205-7783	A-Team Program	2,028.39
100-1205-7787	Public Safety Cntr Lease	6,992.35
100-1205-7980	Other Expenses	982.32
100-1205-8030	Other Equipment	3,181.56
100-1405-7614	Office Supplies	608.98
100-1405-7980	Other Expenses	1,843.25
100-1405-8100	Other Capital Improvem...	305,500.00
100-1410-7610	Travel, Mtgs & Conf	180.25
100-1410-7612	Publications and Dues	185.00
100-1410-7650	Vehicle Maintenance	12,846.99
100-1410-7656	Emergency Generator	190.00
100-1410-7814	Graffiti Removal	3,183.51
100-1410-8100	Other Capital Improvem...	19,982.00
100-1415-7661	Other Serv-Sports Park	140.00
100-1415-7889	Repairs-Sports Park	381.31
100-1500	Advances	2,131.00

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7002	Regular Salaries	76.92
100-1605-7650	Vehicle Maintenance	664.27
100-1605-7730	Special Events	2,260.00
100-1605-7733	Senior Center	177.73
100-1605-7735	Teen Center	776.00
100-1605-7736	Youth & Adult Recreatio...	592.90
100-1605-7741	Sports/Playground Progr...	1,405.14
100-1605-7750	Bus Rentals	1,140.00
100-1605-7756	Senior Recreation Classes	1,470.00
100-1605-7965	Professional Services	22,298.25
100-1605-7980	Other Expenses	1,861.88
100-1610-7617	Pool Chemicals	1,366.64
100-1610-7618	Building Supplies	2,363.72
100-1610-7636	Uniforms	91.78
100-1610-7652	Building Maint Services	8,534.77
100-1610-8100	Other Capital Improvem...	15,125.00
100-1805-7610	Travel, Mtgs & Conf	50.64
100-1805-7965	Professional Services	2,653.00
100-1810-7611	Training	20.59
100-1810-7614	Office Supplies	120.17
100-1810-7980	Other Expenses	2,427.60
100-1815-7632	Software	1,329.20
100-1825-7626	Postage	42.82
100-1825-7674	Retiree Health Insurance	3,525.00
100-1825-7687	Waste Mgmt Services	825.00
100-1830-8100	Vehicle Replacement (C...	15,164.20
100-2120	Refundable Deposits	950.00
100-2121	Pass Through Deposits	39.05
100-2127	Retention Payable	-15,275.00
220-2127	Retention Payable	-3,835.00
220-2210-7812	Street Striping & Marking	76,700.00
220-2210-7890	Repairs-Traffic Signal	856.59
240-2405-7888	Repairs-Citywide	260.03
240-2410-7662	Other Serv-Citywide	1,520.80
240-2410-7663	Other Serv-Medians	680.80
240-2410-7888	Repairs-Citywide	432.64
240-2410-7891	Repairs-Medians	426.41
240-2410-7909	Tree Trim-Residential	5,189.55
240-2420-7887	Repairs & Replacements	140.00
240-2423-7887	Repairs & Replacements	140.00
260-2127	Retention Payable	5,409.38
260-2605-7965	Professional Services	240.00
270-2705-8100	Other Capital Improvem...	383.82
290-2905-7781	Contract Law Enforceme...	24,480.43
320-3205-8013	Vehicles (Capital)	3,099.01
440-4405-7650	Vehicle Maintenance	36.35
440-4405-7814	Graffiti Removal	299.62
460-4605-7814	Graffiti Removal	262.17
470-2127	Retention Payable	-250.00
470-4705-8100	Other Capital Improvem...	5,000.00
475-2127	Retention Payable	7,016.40
Grand Total:		1,094,679.08

Project Account Summary

Project Account Key	Payment Amount
None	688,393.49
202416-Cap Improv-Huntington Dr Median Landscape	305,500.00
202416-Retention-Huntington Drive Median Landscape	-15,275.00

Project Account Summary

Project Account Key	Payment Amount
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	300.00
202421-Prof Svcs-FC Pool Deck Renovation	22,298.25
202508-Retention_Concrete/Sidewalk Repair Proj	7,016.40
202509 FY25_Traffic Street Striping Project	5,000.00
202509_RetentionTraffic/Street Striping Project	-250.00
202509-FY25 Traffic Striping Project	76,700.00
202509-Retention-Traffic/Street Striping Proj	-3,835.00
202511-Professional Svcs-ADA Curb Ramps	240.00
202511-Retention-ADA Curb Ramps	5,409.38
202513/100-1205-8030-Other Equip-River Bed Grant	3,181.56
Grand Total:	1,094,679.08



**COMMUNITY DEVELOPMENT
STATUS REPORT
April 2025**

PROJECT/PROGRAM	STATUS
DEVELOPMENT	
Wyndham Hawthorn Suites Hotel (1230 Huntington Drive)	This is a two-phase project with a total of 178 rooms with 72 in the first phase. Utility plans are still in process and the development team is working on resolving easement issues. Building permits were issued in December. The applicant stated that construction would start in March 2025. This has not happened and there has been little to no progress since December. Project approvals will expire in June 2025.
Andres Duarte School	This is a Duarte Unified School District (DUSD) project which entails the development of the Andres Duarte School site with a residential development. The School District has selected a developer for the development: a partnership of Adept Development, MW Investments Group and SGV Property Fund. The Andres Duarte school site property is 14.1 acres. The preliminary plan, acted on by DUSD, includes 169 units and preserves a portion of Otis Gordon Park. The property has a general plan and zoning of Public Facilities so any development of the property will require City Council approval. The Parks & Recreation Commission reviewed the concept for the Otis Gordon Park rebuild at its September meeting. The EIR consultant has been hired. The Notice of EIR preparation has been issued. Work on the EIR is in process. The City hosted an EIR Scoping Meeting on January 7 and the consultant provided an overview of the proposed environmental analysis and explained the EIR process.
BP Charging Station 2107 Huntington Dr.	Permits have been issued, and construction is in process for the new EV charging station on the property at the northeast corner of Huntington Drive and Bradbourne. This is a new style of charging station that includes several charging spaces and a lounge area for customers that are waiting for their vehicles to charge. Progress has slowed lately and the revised opening date is planned for late April or early May.
1501-1525 Huntington Dr.	A developer has recently purchased the building at 1501 Huntington Drive (formerly Morrolito Restaurant). This same developer owns the former Maya building and the vacant property. The short term plan is to demolish all of the buildings. This should occur in the next two months. The

PROJECT/PROGRAM	STATUS
	longer term plan is to build a mixed use project that meets the requirements of the Town Center Specific Plan. This is a longer term project, but is a positive step in building out the Town Center area.
Former Nissan Dealership	The Nissan dealership on the northeast corner of Buena Vista Street and Central Avenue has permanently closed. Staff has met with the new owner to discuss possible development of the site. The priority is for a new car dealership for the location. In the most recent discussion with the owner's representative, it was reported that the plan is to begin marketing the property in early 2025. In the interim the property will be used for new car parking and will be well maintained.
New Infinity/Nissan Dealership	Nissan has moved to the former Used Car Superstore at 1125 Central Ave. The Infinity brand will also be sold at this location. The new owner has informed Staff that future plans include upgrades to the building and signs.
Envision Ford	Envision Ford at 1031 Central Ave. recently completed construction on a new freeway sign. The owners also plan to make a significant upgrade to the property with a new building. The owners recently reported that plans for upgrade have been moved back to 2026.
2400 Huntington Drive	The City's Housing Authority owns the property at 2400 Huntington Drive and has recently entered into an Exclusive Negotiating Agreement with Jamboree Housing to work on a plan for property sale and development. The City Staff is working with the San Gabriel Valley COG and the San Gabriel Valley Regional Housing Trust on possible financial assistance for the development.
1404-1414 Royal Oaks Drive	Shuorung Properties LLC has recently filed an application to construct 11 townhomes on the property at 1404-1414 Royal Oaks Drive, currently two single family homes. This requires environmental, a general plan amendment, zone change and design review. The environmental process has started and will take 4-6 months. The hearing process will follow.
1401 Santo Domingo	A 20 unit townhome development was approved for the property. The property recently was sold to a new owner that plans to develop the site. Plans have not yet been submitted for plan check.

PROJECT/PROGRAM	STATUS
Metro Parking Lot	Staff has been working with Metro for the past several years on the development of the Metro parking lot as part of the Duarte Station Specific Plan. The intent is to replace the Metro parking into a parking structure and construct workforce housing along Fasana Road at Highland Avenue. Metro has awarded an Exclusive Negotiating Agreement to Jamboree Housing. The plan is for a development with between 100-120 units of multi-generation housing. There is currently no schedule for development.
Town Center North	Staff has been meeting with property owners to develop a proposal for a complete center rehabilitation that includes new, upgraded facades, an upgraded parking lot and related improvements. Staff has been working with a commercial broker team with the goal of spurring activity. The City has hired an Architect and Engineer to develop a detailed concept plan for façade and parking lot upgrades to the center. The City has approved an Exclusive Negotiating Agreement with Red Mountain, one of the owners in the center, to work toward the sale of the City's corner property. The goal is for the owner to assist the City in coordinating all the property owners to participate in a comprehensive improvement of the entire center as a part of the development plan.
Solana at Duarte Station 1750 Fasana Road	MBK is building Solana, a 292-unit apartment building. This building is the location of the "Duarte Station" sign that is an icon, located on the roof of the building. Pre leasing is under way and the building will open soon.
City of Hope General Projects	Working with the City of Hope on various projects in process, such as: Hope Plaza was recently completed and opened to its first patient on February 3. It is an 8 story, 350,000 square foot outpatient clinic, south of the Northeast parking structure. The City of Hope has recently submitted concept plans for a new building for pathology, radiology and oncology.
Westminster Gardens	Human Good, the owner, plans for a major campus expansion and has recently filed an application. The City hired MIG to assist in the preparation of the specific plan amendment and EIR. The request is for this expansion to accommodate up to 600 total units; this includes assisted living and memory care units, and mixed use. This project will take 12+ months, but Staff has had kick off meetings with the consultant and HumanGood and there is positive progress.
928 Huntington Dr.	A 16-unit apartment development has been approved for the property. Permits have been issued and construction has started. The project was put on hold while the contractor

PROJECT/PROGRAM	STATUS
	works out some construction details with SCE but should restart in the near future.
<u>PUBLIC WORKS</u>	
Highland Promenade	This project is funded by a Measure M Grant. It is for an expanded right of way along the west side of Highland Ave. that would have a park-like pedestrian walkway. The City and the property owner of 1801 Highland have approved an easement agreement. Staff discussed the right of way issue with Metro for its piece recently and the details will be resolved when the site development moves forward. City has hired KHR to develop engineering plans. Staff and the City consultant are working with SCE on moving power poles. Final plans are complete. The project is currently out for bid.
Recreation Trail Upgrades	Duarte was awarded a \$1.6 million federal appropriation for accessibility and quality of life upgrades to the Donald and Bernice Watson Recreation Trail. This funding was included in the 2023 Omnibus Appropriations Bill, thanks to Congresswoman Napolitano. We are still waiting to receive the funds as the State manages the process for how funds will be distributed, a process that typically takes several months. In the next few months, Staff is working on finalizing paving details, looking to hire a landscape consultant to coordinate a final bid set for Parks & Recreation Commission and City Council review. An aerial survey has been completed and the concept plan is being developed. In coordinating with Cal Trans, the date that funding will be available has changed, so the project won't go out to bid until early 2025 at the earliest. The Parks & Recreation Commission reviewed the concept plans in November.
Encanto Park Infiltration Project	A water infiltration project at Encanto Park is in the feasibility and early design phase. The initial plan is to locate the structure in the park area under the soccer field. Now that the JPA has been formed to manage construction and maintenance, the project can move forward. The design is at 60% now and the JPA will be working on developing a budget. When a final budget estimate is completed and the plans are at 90% completion or more, City Staff and the JPA will provide City Council an update and City Staff and the JPA will start public outreach.

PROJECT/PROGRAM	STATUS
Huntington Drive Medians	The bid awarded to FS Contractors. The project construction has started. The project was held up by rain days and unforeseen irrigation issues, but those are being resolved. The project should be completed in May 2025.
Sidewalk Repair Project	The 2025 emergency sidewalk repair project started on March 31. This project repairs the sidewalks in areas that were damaged by uplifted and fallen trees during the January windstorm.
Annual Street Rehab Project	Bids were recently received and the bid award is scheduled for April 8. Many of the streets for this year's project are in the southwest portion of the city.



**PARKS AND RECREATION
STATUS REPORT
April 2025**

PROJECT/PROGRAM		STATUS
<u>SPECIAL EVENTS</u>		
Spring Break '25: Recreation Swim		During Duarte Unified School District's Spring Break, April 7 – 11, the Duarte Pool will be open for recreation swim for all residents and guests from 1:30 – 3:30 PM. Daily admission is \$1 for ages 12 and under, \$2 for teens and adults, and \$1 for seniors 55+ or persons with a disability.
EGGFEST 2025		The Department invites residents to hop on over to Duarte EGGFEST 2025. This free, springtime annual event will happen at Encanto Park on Saturday, April 19 at 10 AM. The event's egg hunts will begin promptly at 10:15 for ages 3 to 4, 10:45 AM for ages 5 to 7, and 11:15 AM for ages 8 to 10. Throughout the event time, families can participate and enjoy arts & crafts stations, inflatable attractions, bubble making, a petting zoo, music, and photos with the Easter Bunny.
Summer Day Camp Registration		Summer Day Camp registration will open at ACCESSDUARTE.COM on April 21, 2025. This year, camps will be offered out of Duarte and Royal Oaks Parks, for youth ages 5 – 12 years old, from 8 AM to 5 PM. Each week will bring a new theme and an atmosphere where young people can enjoy their summer break as they engage in games, arts and crafts, sports, and more!
Community Yard Sale		The entire Duarte community is invited to come out and shop or sell at our upcoming Community Yard Sale on Saturday, April 26 from 8 AM to 2 PM at the Senior Center Parking Lot. Vendor spaces are still available for \$30 per space and those interested in securing a spot should visit the Senior Center to complete the application process.



AGENDA REPORT

MEETING DATE: April 8, 2025

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Award of Contract – Duarte City Hall Exterior Refresh (Project No. 25-8)

RECOMMENDATION: Staff recommends City Council award the construction contract for the Duarte City Hall Exterior Refresh Project to Perfection Painting Corp, as the lowest responsive and responsible bidder, in the amount of \$847,000, plus a ten percent contingency

FISCAL IMPACT: Project funds are available and budgeted for in Fiscal Year 2024/25, under the General Fund (100-1610-8100).

BACKGROUND

On June 11, 2024, the City Council approved the Fiscal Year 2024/25 Budget and Capital Improvement Program (C.I.P.), which includes funding for the exterior refresh of the City Hall Building. This project marks the first phase of the Civic Center Master Plan to be completed, following the conceptual designs that were presented to and filed by the Council in February 2023.

DISCUSSION/ANALYSIS

The Duarte City Hall Exterior Refresh Project involves providing all labor, materials, equipment, services, and incidentals necessary for the exterior refurbishment of the City Hall building. This includes the removal of the existing wood plank siding, soffit, fascia board, rain gutters, and downspouts. The scope of work also encompasses the installation of Parklex Prodema siding and soffit system, metal fascia, and a concealed rain gutter system. Furthermore, the project includes the installation of new soffit lighting, illuminated building signage, and the painting and refurbishment of various building elements, such as doors and window frames.

On February 26, 2025, the City published an invitation to bid on the Duarte City Hall Exterior Refresh Project No. 25-8, in accordance with Duarte Municipal Code (DMC) Section 2.36.060. On March 20, 2025, the City received three (3) bids for the subject project. All three bids were reviewed for responsiveness to the bid specification requirements.

The following results were determined to be in conformance with the bid documents and specifications. Therefore, staff recommends that the bid be awarded to the lowest responsive and responsible bidder.

Responsive and responsible bidder results:

1. Perfection Painting Corp.....\$ 847,000.00
2. Sunset Park Construction, Inc.\$ 945,613.00
3. Newman Midland Corp.\$1,344,114.00

RECOMMENDATION

Staff recommends City Council award the construction contract for the Duarte City Hall Exterior Refresh Project to Perfection Painting Corp, as the lowest responsive and responsible bidder, in the amount of \$847,000, plus a ten percent contingency.

FISCAL IMPACT

Project funds are available and budgeted for in Fiscal Year 2024/25, under the General Fund (100-1610-8100).

ATTACHMENTS

- A. Agreement for Construction or Maintenance Services

Fiscal Review:



Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:



Brian Villalobos
City Manager

CITY OF DUARTE
AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES

THIS AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES (“**Agreement**”), made and effective as of _____ (“**Effective Date**”), by and between the City of Duarte (“**City**”), and Perfection Painting Corp, a California corporation, (“**Contractor**”). Contractor and the City are hereafter together referred to as the “**Parties**” and each individually as a “**Party**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS.

This Agreement is made and entered into with respect to the following facts:

- A. That City desires to obtain through Contractor the work set forth and described in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference (“**Contractor Services**”).
- B. That Contractor represents to the City that Contractor is well qualified to perform the Contractor Services by reason of Contractor’s training, expertise, experience, and background.
- C. That the public interest, convenience, and necessity require that City obtain the Contractor Services upon the terms and conditions set forth herein.
- D. That City and Contractor mutually desire to enter into this Agreement for the provision of the Contractor Services by Contractor for and on behalf of City, in accordance with the terms and conditions set forth herein.

2. SERVICES AND WORK

- A. Provision of Contractor Services. During the term of this Agreement, Contractor shall provide the Contractor Services as set forth in Exhibit A. Time is of the essence for this Agreement.
- B. Additional Services. If City desires to add additional work, services, work locations, or service locations not specifically described in Exhibit A (“**Additional Services**”), City shall notify Contractor thereof at least thirty (30) days in advance of the time such Additional Services shall commence. Contractor shall perform such Additional Services, and compensation for the work performed shall be paid by City in accordance with the Budget and Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference, or as otherwise may be agreed in writing by City and Contractor. It is expressly understood by Contractor that the provisions of this Subsection 2(B) shall not apply to work specifically set forth in Exhibit A or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work to be performed as included in Scope of Work

may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation. Unless contradictory of this Subsection 2(B), all provisions in this Agreement applicable to Contractor's performance of the Contractor Services shall also apply to the Additional Services.

- C. Standard of Performance. In performing the Contractor Services, Contractor shall use the skill and care that a highly specialized professional with significant expertise in the field would use under similar circumstances. To the extent that Contractor retains subcontractors to perform any portion of any of the Contractor Services, Contractor has a duty to City to ensure that the tasks, work, and services performed by such subcontractors meet the same highly specialized professional level, skill, and expertise expected of Contractor.
- D. Labor, Equipment, Materials. Contractor shall equip itself with all necessary labor, equipment, and materials to perform the Contractor Services specified in this Agreement. Contractor represents that the Contractor Services will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable Federal, State, and local laws to perform the Contractor Services. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Contractor Services and as required by law. Contractor ensures that all goods, materials, equipment, or personal property included within the Contractor Services shall be of good quality and fit for the purpose intended.
- E. Work Site. Contractor has or will investigate the work site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Contractor Services. Should Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Contractor Services, Contractor shall immediately inform City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City Representative (as defined below).
- F. Independent Contractor. All Contractor Services, and all work, services, labor, equipment, and materials furnished in conjunction therewith shall be furnished by Contractor as an independent contractor, subject to the inspection and approval of City, or the City Representative (as defined below). City shall have the right to control Contractor only as to results of the Contractor Services rendered pursuant to this Agreement. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner. No City-provided employee benefits shall be available to the Contractor or any of Contractor's employees in connection with this Agreement. Except for the fees paid to Contractor as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing Contractor

Services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Contractor Services hereunder.

3. AUTHORITY OF THE CITY REPRESENTATIVE

- A. City Representative. The “**City Representative**” shall be the Director of Parks & Recreation of City of Duarte, acting personally or through their duly authorized agents, each agent acting only within the scope of authority delegated to them.
- B. Scope of Authority. The City Representative shall convey to Contractor the decision of City regarding any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further convey to Contractor the decision of City regarding all questions which may arise as to the acceptable fulfillment of this Agreement on the part of Contractor; and all questions as to claims and compensations. The City Representative’s communicated decisions shall be final, and the City Representative shall have authority to enforce and make effective such communicated decisions so that Contractor can carry out such decisions promptly.

4. TERM OF AGREEMENT

This Agreement shall commence and terminate on the dates set forth in Exhibit A.

5. SUSPENSION OR TERMINATION OF AGREEMENT

- A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Contractor. Upon receipt of said notice, Contractor shall immediately cease all Contractor Services under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this Subsection 5(A), Contractor shall submit a final invoice/report to City pursuant to Section 6, and City shall be entitled to receive a return of the fee paid to Contractor, or portion thereof, if the reason for the termination is failure by Contractor to have timely performed the Services set forth in Exhibit A. In City’s sole and absolute discretion, prior to effecting a suspension or termination pursuant to this Subsection 5(A), City may first serve upon Contractor a written notice of the default specifying the default and the amount of time that Contractor shall have to cure, correct, or remedy the default. If Contractor fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this Subsection 5(A). Notwithstanding any other provision of this Agreement to the contrary, City’s termination of this Agreement pursuant to this Subsection 5(A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.
- B. Contractor may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days’ prior written notice to City which notice shall

specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy such default, which remedy will cause the notice of termination to no longer apply, and this Agreement to continue in effect.

6. COMPENSATION

- A. Amount of Compensation. Compensation will be determined according to the Budget and Fee Schedule set forth in Exhibit B.
- B. Invoices. Contractor shall invoice City monthly for all work performed by Contractor under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by Contractor during the month covered by the invoice. All charges for labor, work, or services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with Exhibit B. Within thirty (30) days of receipt of an invoice, and upon determination by City that the invoice is in order and that Contractor has performed all requested or required work or services in a timely and competent manner, City shall pay such invoice.
- C. Records of Contractor Services and Payments. Contractor shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of Contractor Services under this Agreement. Contractor shall also maintain adequate records of Services provided in sufficient detail to produce an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment.

7. LICENSES, PERMITS, APPROVALS, FEES

- A. Contractor must possess at the time of commencing the Contractor Services and throughout the duration of this Agreement, a Contractor's License, issued by the State of California, which is current and in good standing. Contractor shall ensure that any subcontractor working on the Contractor Services possesses at the time of commencing work and throughout the duration of such subcontractor's work on the Contractor Services, a Contractor's License, issued by the State of California, which is current and in good standing. Contractor shall take out and maintain during the life of this Agreement a valid City Business License.
- B. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Contractor Services prior to commencing work. Contractor and its employees, agents, and

subcontractors shall, at their sole cost and expense, keep in effect during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Contractor Services. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the Contractor Services, and shall indemnify, defend and hold harmless City and its elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers ("**City Personnel**") against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

8. INSURANCE AND LIABILITY

- A. Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this Section 8, nor shall it allow any subcontractor to commence work on any subcontract to this Agreement until all similar insurance required of the subcontractor has been obtained. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided in Exhibit C, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. If Contractor subcontracts any portion of the work, the contract between Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that Contractor is required to maintain pursuant to this Section 8.
- B. The City's Director of Administrative Services shall have the authority to adjust or amend the insurance requirements in Exhibit C of this Agreement so long as such amendment or adjustment is agreed to in writing by the Parties.

9. INDEMNIFICATION

- A. Contractor shall indemnify, defend (with legal counsel approved by City), and hold harmless City and City Personnel 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 ("**Claims**") arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse City its costs of defense, including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation. Contractor shall promptly pay any final judgment rendered against City and City Personnel with respect to Claims determined by a trier of fact to have been the result of Contractor's negligent, reckless, or wrongful

performance. 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 the expiration or termination of this Agreement.

- B. Contractor's obligations under this Section 9 apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by City or City Personnel. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.
- C. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due to Contractor, without liability for interest, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

10. OBSERVING LAWS AND ORDINANCES

Contractor shall keep itself fully informed of all existing and future Federal, State, regional, county, and municipal laws, ordinances, and regulations, which in any manner affect the conduct of the work, and of all applicable orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order, or decree, Contractor shall forthwith report the same to the City Representative in writing. Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall protect, indemnify, hold harmless, and defend to the fullest extent permitted by law City and City Personnel against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or by its agents, representatives, employees, or subcontractors.

11. NON-DISCRIMINATION

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, gender, gender identity, gender expression, physical or mental disability, age, military status, marital or familial status, sexual orientation, national origin, or ancestry. Contractor shall incorporate the foregoing provisions in all subcontracts.

12. PATENTED AND COPYRIGHTED MATERIALS

Contractor shall assume all costs arising from the use of patented or copyrighted materials, including, but not limited to, equipment, devices, processes, and software programs, used or incorporated in the Contractor Services performed by Contractor under this Agreement. Pursuant to Section 8, Contractor shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

13. PREVAILING WAGE REQUIREMENTS

A. Public Work. Contractor expressly acknowledges and agrees that City has never previously affirmatively represented to Contractor, its employees, or its agents in writing or otherwise that the work to be covered under this Agreement is not a “public work,” as defined in California Labor Code section 1720 of the Labor Code. In connection with the development, construction (as defined by applicable law), and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, Contractor shall bear all risks of payment or non-payment of Federal and/or State prevailing wages and/or the implementation of California Labor Code sections 1726 and 1781, as the same may be enacted, adopted, or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Contractor’s failure to pay prevailing wages.

B. California Labor Code. Contractor’s attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages) and Article 3 (Working Hours), thereof.

(i) In accordance with California Labor Code sections 1773 and 1773.2, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City’s principal office and are available to any interested party on request. Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Contractor is aware of and will comply with the provisions of California Labor Code section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to California Labor Code section 1771.4, Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to California Labor Code section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to California Labor Code section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to California Labor Code section 1813, it is stipulated hereby that Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of this Agreement by Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the California Labor Code.

(vi) Contractor is aware of and will comply with the provisions of California Labor Code sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to section 1777.5 it is hereby stipulated that Contractor will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by them in connection with this Agreement.

(vii) Pursuant to California Labor Code section 1775, it is hereby stipulated that Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Contractor Services by Contractor or any subcontractor.

- C. Bidding Eligibility. Pursuant to California Labor Code section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.
- D. DIR Monitoring. Pursuant to California Labor Code section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. CONFLICTS OF INTEREST

- A. City Personnel. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Contractor Services performed under this Agreement.
- B. Contractor. Contractor represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (California Government Code section 87100 et seq.), City may determine Contractor to be a "Contractor" as that term is defined by the Political Reform Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

15. NO UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Contractor, or from any officer, employee, or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Contractor further warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. ASSIGNMENT

Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of City. If such an assignment,

hypothecation, or transfer is made or attempted by Contractor, the assignment, hypothecation, or transfer shall be void; and City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to Contractor of such termination.

17. PERFORMANCE

If Contractor should neglect to prosecute the work to City's satisfaction, or, in City's reasonable discretion, fail to perform any provisions of this Agreement, City, after five (5) days written notice to Contractor, may without prejudice to any other remedy City may take appropriate action, including, but not limited to, any of the following: (i) meeting with Contractor and/or its agents or subcontractors to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to have the work repeated at no additional fee until it is satisfactory; (iii) withholding payment of City's compensation to Contractor for any unsatisfactory work performed; (iv) suspending delivery of work to Contractor for an indefinite time; (v) correcting such deficiencies and deducting the cost thereof from the payment then or thereafter due Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to Contractor; and/or (vi) terminating this Agreement. Except as may be expressly set forth in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies to which such Party may be entitled.

18. FORCE MAJEURE

Any time period specified in this Agreement for performance of work and services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay ("**Force Majeure Event**"). If Contractor is the delaying Party, City shall ascertain the facts and the extent of delay and extend the time for performing the work and services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the Parties. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be an extension of this Agreement pursuant to this Section 18. For the avoidance of doubt, Force Majeure Event shall not include (i) financial distress nor the inability of either Party to make a profit or avoid a financial loss; (ii) changes in the market prices or conditions; or (iii) a Party's financial inability to perform its obligations hereunder. The current events related to the COVID-19 pandemic are known and shall not constitute Force Majeure Event, future impacts of the COVID-19 pandemic may be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

19. NOTICE

Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one Party to the other:

If to City: City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Attn: **Director of Parks & Recreation**

If to Contractor: Perfection Painting Corp
38045 47th St East, Suite E#142
Palmdale, CA 93552
Attn: Antonia Marquez, President

20. WARRANTY

Contractor warrants all work under this Agreement (which for purposes of this Section 20 shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by Contractor's defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements, comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City. This provision may be waived in Exhibit A if the Contractor Services hereunder do not include construction of any improvements or the supplying of equipment or materials.

21. ATTORNEYS' FEES

Notwithstanding anything in this Agreement to the contrary, in no event shall Contractor be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other related expenses.

22. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

23. SEVERABILITY

If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be performed as originally contemplated to the greatest extent possible.

24. EXECUTION

The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

25. NO WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

27. NON-LIABILITY OF CITY PERSONNEL

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

28. GOVERNING LAW AND VENUE

The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies permitted by law, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the Parties concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Contractor shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

29. SURVIVAL

The terms, provisions, representations, and certification contained in this Agreement, or inferable therefrom, shall survive the expiration or termination of this Agreement and the payment of the compensation hereinabove provided.

30. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

31. INTEGRATION, CONSTRUCTION, AND AMENDMENT

This Agreement contains the entire understanding of the Parties and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Parties. No amendment, change or modification of

this Agreement shall be valid unless in writing, stating that it amends, changes, or modifies this Agreement, signed by all the Parties hereto.

32. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

33. SPECIAL PROVISIONS

Any special provisions applicable to this Agreement are set forth in Exhibit D, attached hereto and incorporated herein by this reference.

34. CITY MANAGER AUTHORITY

City's City Manager shall have the authority to make non-material changes, non-material amendments, or clerical edits to this Agreement on behalf of the City.

[Signatures on following page.]

IN WITNESS WHEREOF, the City Council of the City of Duarte caused the Agreement to be subscribed by its Mayor or City Manager and said Contractor has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF DUARTE

City Manager

Date: _____

CONTRACTOR

Perfection Painting Corp

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

ATTEST

City Clerk

Date: _____

APPROVED AS TO FORM

RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____

EXHIBIT A

Scope of Work

The work of this contract includes providing all labor, materials, equipment and services necessary for the exterior demolition, replacement, and modification of the Duarte City Hall building within the 'limit of work' area. The general contractor shall thoroughly review the plans, Bid Set 02.14.25, and specifications themselves and with all trades and accept the materials, systems, details, and assemblies as being constructible and can be warranted for a time period consistent with industry standards, unless a specific time period is noted herein.

Repairs to the exterior existing City Hall building finishes and lighting are detailed below. No additional square footage is being added nor any change of occupancy.

- Replacement of existing exterior finishes, weather barrier, and sheathing
- Removal, replacement, and addition of illuminated building signage, refer to
- A904 signage drawings
- Remove and replacement of exterior light fixtures
- New HVAC mechanical screen
- Repair and refinish of existing door panel, door frame, and window frame
- Relocation of downspout into wall partition with a hidden gutter system incorporated to soffit fascia replacement
- Repair and refinish of existing mechanical wood trellis

PERFORMANCE SCHEDULE:

Construction shall be completed within 90 to 120 working days after the date stipulated on the Notice to Proceed.

EXHIBIT B

Budget and Fee Schedule

BASE BID FOR DUARTE CITY HALL EXTERIOR REFRESH					
Section	Bid Items	UofM	Quantity	Unit Price	Extension
01 00 00	GENERAL REQUIREMENTS	LS	1		\$40,000.00
02 41 00	DEMOLITION	LS	1		35,000.00
03 01 00	CONCRETE REPAIR	LS	1		\$40,000.00
05 50 00	METAL FABRICATIONS	LS	1		\$40,000.00
06 00 00	WOOD, PLASTICS, AND COMPOSITES	LS	1		\$40,000.00
07 21 00	INSULATION	LS	1		\$40,000.00
07 25 00	WEATHER BARRIERS	LS	1		\$40,000.00
07 28 00	WATER-RESISTIVE BARRIERS	LS	1		\$40,000.00
07 32 16	CONCRETE ROOF TILES	LS	1		\$55,000.00
07 42 43	HIGH PRESSURE LAMINATE COMPOSITE WALL PANELS	LS	1		\$92,000.00
07 46 46.10	FIBER-CEMENT SIDING	LS	1		\$80,000.00
07 42 13.23	METAL COMPOSITE MATERIAL WALL PAENS	LS	1		\$80,000.00
07 62 00	SHEET METAL FLASHING & TRIM	LS	1		\$75,000.00
07 92 00	JOINT SEALANTS	LS	1		\$20,000.00
09 91 00	PAINTING	LS	1		\$70,000.00
22 05 00	PLUMBING BASIC MATERIALS & METHODS	LS	1		\$40,000.00
26 05 00	ELECTRICAL COMMON WORK	LS	1		\$20,000.00
Not to exceed Total					\$847,000.00

EXHIBIT C

Insurance Requirements

A. Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

(i) Commercial General Liability (including premises and operations, contractual liability, personal injury, death, and independent contractor liability): Not less than Five Million Dollars (\$5,000,000.00) per occurrence.

(ii) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), combined single limit, per occurrence for bodily injury, death, and property damage.

(iii) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, including California Labor Code section 3700.

(iv) Contractor's pollution liability insurance: Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship.

(v) Umbrella or Excess Liability Insurance that will provide bodily injury, personal injury, death, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

(A) A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;

(B) Pay on behalf of wording as opposed to reimbursement;

(C) Concurrency of effective dates with primary policies;

(D) Policies shall "follow form" to the underlying primary policies; and

(E) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

B. Contractor's Insurance General Requirements.

(i) All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Representative.

(ii) Commercial General Liability, Automobile Liability, and Employer's Liability shall name City and City Personnel as additional insureds and contain no special limitations on the scope of protection afforded to City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

(iii) All insurance policies shall be primary insurance and any insurance or self-insurance maintained by City and/or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it.

(iv) All insurance policies shall be "occurrence" rather than "claims made" insurance.

(v) All insurance policies shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

(vi) All insurance policies shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel.

(vii) All insurance policies shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by City.

(viii) All insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(ix) All insurance policies shall state that City shall not be liable for the payment of premiums or assessments under the policy.

(x) Insurance policies shall not contain any limiting provision or endorsement that has not been submitted to City for approval. By way of example, additional insured endorsements shall not be limited to "ongoing operations," exclude contractual liability, restrict coverage to the "sole" liability of Contractor, or contain any other limitation contrary to this Agreement.

- C. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved in writing by City.
- D. Evidence of Coverage. Contractor shall furnish City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before work on the Contractor Services commences. At least thirty (30) days prior to the expiration of any policy of insurance required under this Agreement, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City.
- E. Workers Compensation Insurance. Contractor shall file with City the following signed certification:

“I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Agreement, complete Workers’ Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement.”

In the event Contractor has no employees requiring Contractor to provide Workers’ Compensation Insurance, Contractor shall so certify to City in writing prior to City’s execution of the Agreement. City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this Section E - Workers Compensation Insurance or with the provisions of law relating to workers’ compensation.

- F. Default of Insurance Requirements. In addition to any other remedies at law or equity City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by this Section F – Default of Insurance Requirements, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor’s breach: (i) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; (ii) order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both, until Contractor demonstrates compliance with the insurance requirements herein; and/or (iii) terminate this Agreement.



AGENDA REPORT

Agenda Item: 9.H.

MEETING DATE: April 8, 2025

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Marvin Carpio, Assistant Civil Engineer

SUBJECT: Award of Contract for the Fiscal Year 24-25 Street Rehabilitation Project No. 25-6

RECOMMENDATION: It is recommended that City Council approve the award of contract for the FY 24-25 Street Rehabilitation Project to ONYX Paving Company Inc. in the amount of \$1,011,000

FISCAL IMPACT: The FY 24-25 Street Rehabilitation Project was included in the 2024/2025 Capital Improvement Program Budget. The project cost is \$1,112,100 which is the contract amount with a 10 percent contingency and is funded by SB1, Measure R, and Measure M allocations

BACKGROUND

The Public Works Division updates the Pavement Management Program every three years. The latest update was completed June 2024 where Bucknam Infrastructure Group conducted the citywide pavement study. The pavement management study reviewed each street in the City and provides a pavement condition index (PCI) for each stretch of roadway to assist City staff in determining an optimized priority maintenance and rehabilitation strategy based on a cost/benefit analysis. When compiling a list for the Fiscal Year 24-25 Street Rehabilitation Project, staff determined the best applications and locations for this year's Street Rehabilitation Project.

The Fiscal Year 24-25 Street Rehabilitation Project consists of the following street segments:

STREET	FROM	TO
Hurstview St.	Mountain Ave	Broach Ave
Hurlock Ave.	Broach Ave	Galen Ave

Citrus View Ave	Hurstview St.	Duarte Rd.
Park Rose Ave.	Hurstview St.	Duarte Rd.
Wardell Ave.	Hurstview St.	Duarte Rd.
Warrington Ave.	Hurstview St.	Duarte Rd.
Kellwil Way	Warrington Ave.	Bradbury Ave.
Bradbury Ave.	Broach Ave.	Duarte Rd.
Capehart Ave.	Broach Ave.	Broadland Ave.
Starhaven St.	Buena Vista St.	End
Galen St.	Buena Vista St.	End
Tuckaway Ln.	Buena Vista St.	End
Bloomdale St.	Mountain Ave.	Park Rose Ave.
Park Rose Ave.	Maynard Dr.	End
Maynard Dr.	Park Rose Ave.	End
Maynard Dr.	Bradbury Ave.	Broadland Ave.
Broadland Ave.	Maynard Dr.	Bloomdale St.
Bloomdale St.	Bradbury Ave.	Broadland Ave.

DISCUSSION/ANALYSIS

The specifications for this project were made available and the project was published in accordance with the Duarte Municipal Code (DMC) Section 2.36.060.

On March 18, 2025, thirteen (13) bids were submitted electronically. The results are as follows:

1	ONYX Paving Company Inc.	\$ 1,011,000.00
2	Gentry Brothers, Inc.	\$ 1,013,900.00
3	All American Asphalt	\$ 1,018,112.00
4	Sequel Contractors, Inc.	\$ 1,046,744.00
5	Hardy & Harper, Inc	\$ 1,054,000.00
6	Sully Miller	\$ 1,134,000.00
7	Copp Contracting, Inc.	\$ 1,145,595.00
8	DASH Construction Company	\$ 1,156,973.00
9	Vido Samarzich, Inc.	\$ 1,203,138.00
10	PALP dba Excel Paving	\$ 1,235,900.00

11	LCR Earthwork & Engineering, Corp	\$ 1,285,530.00
12	Toro Enterprises, Inc.	\$ 1,291,880.00
13	Diamond Construction	\$ 1,440,932.00

The lowest responsible and responsive bidder is ONYX Paving Company Inc. They have successfully completed multiple similar projects in various cities including Arcadia, Downey, Irvine, and Rancho Cucamonga. Their federal and state license status has been verified.

As with all contracts, a contingency amount is considered for this project in anticipation of any potential contract changes due to unforeseen circumstances. A ten percent contingency has been added to this contract and shall only be used if deemed necessary by staff.

RECOMMENDATION

It is recommended that City Council approve the award of contract for the FY 24-25 Street Rehabilitation Project to ONYX Paving Company Inc. in the amount of \$1,011,000.

FISCAL IMPACT

The FY 24-25 Street Rehabilitation Project was included in the 2024/2025 Capital Improvement Program Budget. The project cost is \$1,112,100 which is the contract amount with a 10 percent contingency and is funded by SB1, Measure R, and Measure M allocations.

ATTACHMENTS

- A. Project Locations Map
- B. Agreement for Construction of Maintenance Services

Fiscal Review:



Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:



Brian Villalobos
City Manager

CITY OF DUARTE
AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES

THIS AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES (“**Agreement**”), made and effective as of _____ (“**Effective Date**”), by and between the City of Duarte (“**City**”), and ONYX Pavement Company Inc., a [California corporation], (“**Contractor**”). Contractor and the City are hereafter together referred to as the “**Parties**” and each individually as a “**Party**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS.

This Agreement is made and entered into with respect to the following facts:

- A. That City desires to obtain through Contractor the work set forth and described in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference (“**Contractor Services**”).
- B. That Contractor represents to the City that Contractor is well qualified to perform the Contractor Services by reason of Contractor’s training, expertise, experience, and background.
- C. That the public interest, convenience, and necessity require that City obtain the Contractor Services upon the terms and conditions set forth herein.
- D. That City and Contractor mutually desire to enter into this Agreement for the provision of the Contractor Services by Contractor for and on behalf of City, in accordance with the terms and conditions set forth herein.

2. SERVICES AND WORK

- A. Provision of Contractor Services. During the term of this Agreement, Contractor shall provide the Contractor Services as set forth in Exhibit A. Time is of the essence for this Agreement.
- B. Additional Services. If City desires to add additional work, services, work locations, or service locations not specifically described in Exhibit A (“**Additional Services**”), City shall notify Contractor thereof at least thirty (30) days in advance of the time such Additional Services shall commence. Contractor shall perform such Additional Services, and compensation for the work performed shall be paid by City in accordance with the Budget and Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference, or as otherwise may be agreed in writing by City and Contractor. It is expressly understood by Contractor that the provisions of this Subsection 2(B) shall not apply to work specifically set forth in Exhibit A or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work to be performed as included in Scope of Work

may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation. Unless contradictory of this Subsection 2(B), all provisions in this Agreement applicable to Contractor's performance of the Contractor Services shall also apply to the Additional Services.

- C. Standard of Performance. In performing the Contractor Services, Contractor shall use the skill and care that a highly specialized professional with significant expertise in the field would use under similar circumstances. To the extent that Contractor retains subcontractors to perform any portion of any of the Contractor Services, Contractor has a duty to City to ensure that the tasks, work, and services performed by such subcontractors meet the same highly specialized professional level, skill, and expertise expected of Contractor.
- D. Labor, Equipment, Materials. Contractor shall equip itself with all necessary labor, equipment, and materials to perform the Contractor Services specified in this Agreement. Contractor represents that the Contractor Services will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable Federal, State, and local laws to perform the Contractor Services. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Contractor Services and as required by law. Contractor ensures that all goods, materials, equipment, or personal property included within the Contractor Services shall be of good quality and fit for the purpose intended.
- E. Work Site. Contractor has or will investigate the work site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Contractor Services. Should Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Contractor Services, Contractor shall immediately inform City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City Representative (as defined below).
- F. Independent Contractor. All Contractor Services, and all work, services, labor, equipment, and materials furnished in conjunction therewith shall be furnished by Contractor as an independent contractor, subject to the inspection and approval of City, or the City Representative (as defined below). City shall have the right to control Contractor only as to results of the Contractor Services rendered pursuant to this Agreement. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner. No City-provided employee benefits shall be available to the Contractor or any of Contractor's employees in connection with this Agreement. Except for the fees paid to Contractor as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing Contractor

Services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Contractor Services hereunder.

3. AUTHORITY OF THE CITY REPRESENTATIVE

- A. City Representative. The “**City Representative**” shall be Stephani Sandoval, Public Works Manager of City of Duarte, acting personally or through their duly authorized agents, each agent acting only within the scope of authority delegated to them.
- B. Scope of Authority. The City Representative shall convey to Contractor the decision of City regarding any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further convey to Contractor the decision of City regarding all questions which may arise as to the acceptable fulfillment of this Agreement on the part of Contractor; and all questions as to claims and compensations. The City Representative’s communicated decisions shall be final, and the City Representative shall have authority to enforce and make effective such communicated decisions so that Contractor can carry out such decisions promptly.

4. TERM OF AGREEMENT

This Agreement shall commence and terminate on the dates set forth in Exhibit A.

5. SUSPENSION OR TERMINATION OF AGREEMENT

- A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Contractor. Upon receipt of said notice, Contractor shall immediately cease all Contractor Services under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this Subsection 5(A), Contractor shall submit a final invoice/report to City pursuant to Section 6, and City shall be entitled to receive a return of the fee paid to Contractor, or portion thereof, if the reason for the termination is failure by Contractor to have timely performed the Services set forth in Exhibit A. In City’s sole and absolute discretion, prior to effecting a suspension or termination pursuant to this Subsection 5(A), City may first serve upon Contractor a written notice of the default specifying the default and the amount of time that Contractor shall have to cure, correct, or remedy the default. If Contractor fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this Subsection 5(A). Notwithstanding any other provision of this Agreement to the contrary, City’s termination of this Agreement pursuant to this Subsection 5(A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

- B. Contractor may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days' prior written notice to City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy such default, which remedy will cause the notice of termination to no longer apply, and this Agreement to continue in effect.

6. COMPENSATION

- A. Amount of Compensation. Compensation will be determined according to the Budget and Fee Schedule set forth in Exhibit B.
- B. Invoices. Contractor shall invoice City monthly for all work performed by Contractor under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by Contractor during the month covered by the invoice. All charges for labor, work, or services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with Exhibit B. Within thirty (30) days of receipt of an invoice, and upon determination by City that the invoice is in order and that Contractor has performed all requested or required work or services in a timely and competent manner, City shall pay such invoice.
- C. Records of Contractor Services and Payments. Contractor shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of Contractor Services under this Agreement. Contractor shall also maintain adequate records of Services provided in sufficient detail to produce an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment.

7. LICENSES, PERMITS, APPROVALS, FEES

- A. Contractor must possess at the time of commencing the Contractor Services and throughout the duration of this Agreement, a Contractor's License, issued by the State of California, which is current and in good standing. Contractor shall ensure that any subcontractor working on the Contractor Services possesses at the time of commencing work and throughout the duration of such subcontractor's work on the Contractor Services, a Contractor's License, issued by the State of California, which is current and in good standing. Contractor shall take out and maintain during the life of this Agreement a valid City Business License.

- B. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Contractor Services prior to commencing work. Contractor and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Contractor Services. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the Contractor Services, and shall indemnify, defend and hold harmless City and its elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers ("**City Personnel**") against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

8. INSURANCE AND LIABILITY

- A. Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this Section 8, nor shall it allow any subcontractor to commence work on any subcontract to this Agreement until all similar insurance required of the subcontractor has been obtained. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided in Exhibit C, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. If Contractor subcontracts any portion of the work, the contract between Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that Contractor is required to maintain pursuant to this Section 8.
- B. The City's Director of Administrative Services shall have the authority to adjust or amend the insurance requirements in Exhibit C of this Agreement so long as such amendment or adjustment is agreed to in writing by the Parties.

9. INDEMNIFICATION

- A. Contractor shall indemnify, defend (with legal counsel approved by City), and hold harmless City and City Personnel 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 ("**Claims**") arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse City its costs of defense, including without limitation reasonable attorneys' fees, expert fees, and all other costs and

fees of litigation. Contractor shall promptly pay any final judgment rendered against City and City Personnel with respect to Claims determined by a trier of fact to have been the result of Contractor's negligent, reckless, or wrongful performance. 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 the expiration or termination of this Agreement.

- B. Contractor's obligations under this Section 9 apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by City or City Personnel. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.
- C. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due to Contractor, without liability for interest, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

10. OBSERVING LAWS AND ORDINANCES

Contractor shall keep itself fully informed of all existing and future Federal, State, regional, county, and municipal laws, ordinances, and regulations, which in any manner affect the conduct of the work, and of all applicable orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order, or decree, Contractor shall forthwith report the same to the City Representative in writing. Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall protect, indemnify, hold harmless, and defend to the fullest extent permitted by law City and City Personnel against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or by its agents, representatives, employees, or subcontractors.

11. NON-DISCRIMINATION

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, gender, gender identity, gender expression, physical or mental disability, age, military status, marital or familial status, sexual orientation, national origin, or ancestry. Contractor shall incorporate the foregoing provisions in all subcontracts.

12. PATENTED AND COPYRIGHTED MATERIALS

Contractor shall assume all costs arising from the use of patented or copyrighted materials, including, but not limited to, equipment, devices, processes, and software programs, used or incorporated in the Contractor Services performed by Contractor under this Agreement. Pursuant to Section 8, Contractor shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

13. PREVAILING WAGE REQUIREMENTS

A. Public Work. Contractor expressly acknowledges and agrees that City has never previously affirmatively represented to Contractor, its employees, or its agents in writing or otherwise that the work to be covered under this Agreement is not a "public work," as defined in California Labor Code section 1720 of the Labor Code. In connection with the development, construction (as defined by applicable law), and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, Contractor shall bear all risks of payment or non-payment of Federal and/or State prevailing wages and/or the implementation of California Labor Code sections 1726 and 1781, as the same may be enacted, adopted, or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Contractor's failure to pay prevailing wages.

B. California Labor Code. Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages) and Article 3 (Working Hours), thereof.

(i) In accordance with California Labor Code sections 1773 and 1773.2, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City's principal office and are available to any interested party on request. Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Contractor is aware of and will comply with the provisions of California Labor Code section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to California Labor Code section 1771.4, Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to California Labor Code section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to California Labor Code section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to California Labor Code section 1813, it is stipulated hereby that Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of this Agreement by Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the California Labor Code.

(vi) Contractor is aware of and will comply with the provisions of California Labor Code sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to section 1777.5 it is hereby stipulated that Contractor will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by them in connection with this Agreement.

(vii) Pursuant to California Labor Code section 1775, it is hereby stipulated that Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Contractor Services by Contractor or any subcontractor.

- C. Bidding Eligibility. Pursuant to California Labor Code section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.
- D. DIR Monitoring. Pursuant to California Labor Code section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. CONFLICTS OF INTEREST

- A. City Personnel. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Contractor Services performed under this Agreement.
- B. Contractor. Contractor represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (California Government Code section 87100 et seq.), City may determine Contractor to be a "Contractor" as that term is defined by the Political Reform Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

15. NO UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Contractor, or from any officer, employee, or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Contractor further warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. ASSIGNMENT

Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of City. If such an assignment,

hypothecation, or transfer is made or attempted by Contractor, the assignment, hypothecation, or transfer shall be void; and City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to Contractor of such termination.

17. PERFORMANCE

If Contractor should neglect to prosecute the work to City's satisfaction, or, in City's reasonable discretion, fail to perform any provisions of this Agreement, City, after five (5) days written notice to Contractor, may without prejudice to any other remedy City may take appropriate action, including, but not limited to, any of the following: (i) meeting with Contractor and/or its agents or subcontractors to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to have the work repeated at no additional fee until it is satisfactory; (iii) withholding payment of City's compensation to Contractor for any unsatisfactory work performed; (iv) suspending delivery of work to Contractor for an indefinite time; (v) correcting such deficiencies and deducting the cost thereof from the payment then or thereafter due Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to Contractor; and/or (vi) terminating this Agreement. Except as may be expressly set forth in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies to which such Party may be entitled.

18. FORCE MAJEURE

Any time period specified in this Agreement for performance of work and services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay ("**Force Majeure Event**"). If Contractor is the delaying Party, City shall ascertain the facts and the extent of delay and extend the time for performing the work and services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the Parties. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be an extension of this Agreement pursuant to this Section 18. For the avoidance of doubt, Force Majeure Event shall not include (i) financial distress nor the inability of either Party to make a profit or avoid a financial loss; (ii) changes in the market prices or conditions; or (iii) a Party's financial inability to perform its obligations hereunder. The current events related to the COVID-19 pandemic are known and shall not constitute Force Majeure Event, future impacts of the COVID-19 pandemic may be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

19. NOTICE

Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one Party to the other:

If to City:

City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Attn: Marvin Carpio
Email: mcarpio@accessduarte.com

If to Contractor:

Onyx Paving Company Inc
22707 La Palma Ave
Yorba Linda, CA 92887
Attn: Jay Kirschner
Email: jay@onyxpaving.com

20. WARRANTY

Contractor warrants all work under this Agreement (which for purposes of this Section 20 shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by Contractor's defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements, comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City. This provision may be waived in Exhibit A if the Contractor Services hereunder do not include construction of any improvements or the supplying of equipment or materials.

21. ATTORNEYS' FEES

Notwithstanding anything in this Agreement to the contrary, in no event shall Contractor be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other related expenses.

22. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

23. SEVERABILITY

If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be performed as originally contemplated to the greatest extent possible.

24. EXECUTION

The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

25. NO WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

27. NON-LIABILITY OF CITY PERSONNEL

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

28. GOVERNING LAW AND VENUE

The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies permitted by law, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the Parties concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Contractor shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

29. SURVIVAL

The terms, provisions, representations, and certification contained in this Agreement, or inferable therefrom, shall survive the expiration or termination of this Agreement and the payment of the compensation hereinabove provided.

30. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

31. INTEGRATION, CONSTRUCTION, AND AMENDMENT

This Agreement contains the entire understanding of the Parties and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Parties. No amendment, change or modification of

this Agreement shall be valid unless in writing, stating that it amends, changes, or modifies this Agreement, signed by all the Parties hereto.

32. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

33. SPECIAL PROVISIONS

Any special provisions applicable to this Agreement are set forth in Exhibit D, attached hereto and incorporated herein by this reference.

34. CITY MANAGER AUTHORITY

City's City Manager shall have the authority to make non-material changes, non-material amendments, or clerical edits to this Agreement on behalf of the City.

[Signatures on following page.]

IN WITNESS WHEREOF, the City Council of the City of Duarte caused the Agreement to be subscribed by its Mayor or City Manager and said Contractor has executed or caused this Agreement to be executed by its duly authorized officer(s).

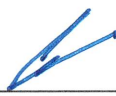
CITY OF DUARTE

Brian Villalobos, City Manager

Date: _____

CONTRACTOR

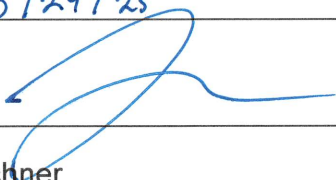
ONYX Paving Company Inc.

By:  _____

Corey Kirschner

Its: President

Date: 3/24/25

By:  _____

Jay Kirschner

Its: Vice President

Date: 3/24/25

ATTEST

Annette Juarez, City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

Thai Viet Phan, City Attorney

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

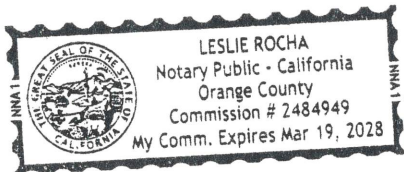
On March 20, 2025 before me, Leslie Rocha, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey Kirschner
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Leslie Rocha
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On March 20, 2025 before me, Leslie Rocha, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jay Kirschner
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Leslie Rocha
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

EXHIBIT A

Scope of Work

PROJECT DESCRIPTION:

The general nature of the work consists of furnishing all labor, material, equipment, services, and incidentals required for the roadway improvements. The scope of the work includes cold milling of asphalt concrete and resurfacing using rubberized asphalt, localized pavement repairs as needed, adjustment of existing utility covers, installing pavement markings and striping, removing and replacing ADA ramps, PCC cross gutters, and PCC spandrel and all appurtenant work.

The undersigned, and bidder, declares that he/she has carefully examined the location of the proposed work, including additive work, that he/she has examined the Special Provisions and read the accompanying instructions to bidders, and hereby proposes and agrees, if the proposal is accepted, to furnish all materials to do all work required to complete the said work in accordance with the said Standard Specifications, Special Provisions, and plans in the time and manner therein prescribed for the unit prices set forth in the following schedule:

PERFORMANCE SCHEDULE:

Construction shall be completed within 45 working days after the date stipulated on the Notice to Proceed.

EXHIBIT B

Budget and Fee Schedule

Item	Quantity	Unit	Unit Price	Total Price
1 Mobilization and Demobilization	1	LS	\$ 28,000.00	\$ 28,000.00
2 Traffic Control	1	LS	\$ 82,000.00	\$ 82,000.00
3 Cold Mill Existing Variable Asphalt Concrete Pavement - 1.5" to 3" Thick	360,000	SF	\$ 0.33	\$ 118,800.00
4 Construct Asphalt Rubber Hot Mix Overlay (ARHM-GG-C) - 1.5" Thick	3,650	TON	\$ 128.00	\$ 467,200.00
5 Remove Existing Curb Ramp and Construct New ADA Curb Ramp	23	EA	\$ 6,369.00	\$ 146,487.00
6 Remove Existing Spandrel and Construct New PCC Spandrel	2,400	SF	\$ 28.00	\$ 67,200.00
7 Remove Existing Cross Gutter and Construct New PCC Cross Gutter	500	SF	\$ 28.00	\$ 14,000.00
8 Remove Existing Sidewalk and Construct New 4" PCC Sidewalk	500	SF	\$ 17.00	\$ 8,500.00
9 Adjust Existing Manhole Frame and Cover to Finish Grade	50	EA	\$ 888.00	\$ 44,400.00
10 Adjust Existing Utility Valve can and cover to Finish Grade	28	EA	\$ 111.00	\$ 3,108.00
11 Install Pavement Striping and Marking (Thermoplastic)	1	LS	\$ 6,497.00	\$ 6,497.00
12 Replace Faded or Damaged Sign	4	EA	\$ 333.00	\$ 1,332.00
13 Relocate Post and Sign	1	EA	\$ 1,111.00	\$ 1,111.00
14 Re-Establish Survey Monuments Including Tie-Outs	35	EA	\$ 639.00	\$ 22,365.00
				\$ 1,011,000.00

The bid prices shall include any and all costs, including labor, materials, and all other incidental cost to complete the project, in compliance with the Bid and Contract Documents and applicable standards. All other work items not specifically listed in the bid schedule, but necessary to complete this work per bid and contract documents and applicable standards are assumed to be included in the bid prices.

EXHIBIT C

Insurance Requirements

A. Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

(i) Commercial General Liability (including premises and operations, contractual liability, personal injury, death, and independent contractor liability): In an amount no less than \$5,000,000 per occurrence and \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

(ii) Automobile Liability (including owned, non-owned, leased, and hired autos): In an amount no less than 5,000,000.00 combined single limit, per occurrence for bodily injury, death, and property damage.

(iii) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, including California Labor Code section 3700.

(iv) Umbrella or Excess Liability Insurance that will provide bodily injury, personal injury, death, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

(A) A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;

(B) Pay on behalf of wording as opposed to reimbursement;

(C) Concurrency of effective dates with primary policies;

(D) Policies shall "follow form" to the underlying primary policies; and

(E) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

B. Contractor's Insurance General Requirements.

(i) All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the

List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Representative.

(ii) Commercial General Liability, Automobile Liability, and Employer's Liability shall name City and City Personnel as additional insureds and contain no special limitations on the scope of protection afforded to City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

(iii) All insurance policies shall be primary insurance and any insurance or self-insurance maintained by City and/or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it.

(iv) All insurance policies shall be "occurrence" rather than "claims made" insurance.

(v) All insurance policies shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

(vi) All insurance policies shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel.

(vii) All insurance policies shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by City.

(viii) All insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(ix) All insurance policies shall state that City shall not be liable for the payment of premiums or assessments under the policy.

(x) Insurance policies shall not contain any limiting provision or endorsement that has not been submitted to City for approval. By way of example, additional insured endorsements shall not be limited to "ongoing operations," exclude contractual liability, restrict coverage to the "sole" liability of Contractor, or contain any other limitation contrary to this Agreement.

- C. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved in writing by City.
- D. Evidence of Coverage. Contractor shall furnish City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and

approved by City not less than five (5) working days before work on the Contractor Services commences. At least thirty (30) days prior to the expiration of any policy of insurance required under this Agreement, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City.

- E. Workers Compensation Insurance. Contractor shall file with City the following signed certification:

“I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Agreement, complete Workers’ Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement.”

In the event Contractor has no employees requiring Contractor to provide Workers’ Compensation Insurance, Contractor shall so certify to City in writing prior to City’s execution of the Agreement. City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this Section E - Workers Compensation Insurance or with the provisions of law relating to workers’ compensation.

- F. Default of Insurance Requirements. In addition to any other remedies at law or equity City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by this Section F – Default of Insurance Requirements, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor’s breach: (i) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; (ii) order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both, until Contractor demonstrates compliance with the insurance requirements herein; and/or (iii) terminate this Agreement.



AGENDA REPORT

MEETING DATE: April 8, 2025

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Stephanie Sandoval, Public Works Manager

SUBJECT: Contract with Kreuzer Consulting Group for Professional Services to prepare Plans, Specifications and Cost Estimates for the Huntington Drive Street Improvements Project

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to sign a Professional Services Agreement with Kreuzer Consulting Group to develop plans, specifications and cost estimates for the Huntington Drive Street Improvements Project

FISCAL IMPACT: The Huntington Drive Street Improvements Project Design was included in the FY 2024/2025 Budget. The project cost is \$140,240 and it will be funded by 220-2225-7965

BACKGROUND

The Public Works Division updates the Pavement Management Program every three years. The latest update was completed in June 2024. Bucknam Infrastructure Group conducted a citywide survey of pavement conditions. According to this latest study, Huntington Drive was determined to have, in some sections a pavement condition index (PCI) rating of 46 compared to 64 from the previous PMP completed in 2021. The report suggests that the most cost-effective strategy includes resurfacing Huntington Drive within the next four years.

In December 2024, Staff published a Request for Proposal for the Professional Engineering Services to complete the design of bid documents for the Huntington Dr. Street Improvements Project. Scope of services generally includes project management, utility company notification and confirmation, preparation of construction plans and specifications, cost estimates, striping plans, bidding and construction support, as-built plan preparation. The project design will include pavement rehabilitation, new striping and pavement markings, ADA ramp upgrades and sidewalk repair along the Huntington Dr. corridor from City limit to City limit; and new bulb-out features between Buena Vista St. and Highland Ave. to align with the adopted Duarte Town Center Greening and Traffic Calming Plan.

On January 27, 2025, seven (7) proposals were received. All proposals were evaluated by staff review committee and were rated on proposal format, understanding of work, experience with similar work, qualifications of staff, and performance on previous projects.

DISCUSSION/ANALYSIS

The firm with the highest average rating was Kreuzer Consulting Group (KCG). Kreuzer Consulting Group has successfully completed bid and construction documents for similar projects for the City of Arcadia, the City of Tustin and the City of Brea. They have extensive experience with a wide range of paving projects as well as project that incorporate pedestrian safety upgrades in public spaces which is very relevant to this project.

While selection of the firm was based on qualifications, Staff analyzed the cost proposals and of the top three (3) firms their fee proposals ranged from \$140,240 to \$155,700.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to sign a Professional Services Agreement with Kreuzer Consulting Group to develop plans, specifications and cost estimates for the Huntington Drive Street Improvements Project.

FISCAL IMPACT

The Huntington Drive Street Improvements Project Design was included in the FY 2024/2025 Budget. The project cost is \$140,240 and it will be funded by 220-2225-7965.

ATTACHMENTS

A. Professional Services Agreement with Kreuzer Consulting Group

Fiscal Review:



Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:



Brian Villalobos
City Manager

CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES FOR HUNTINGTON DRIVE
STREET IMPROVEMENTS PROJECT PS&E

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and effective as of April 8, 2025 (“**Effective Date**”), by and between the City of Duarte (“**City**”), and Kreuzer Consulting Group, a California corporation, (“**Consultant**”). City and Consultant may sometimes herein be referred to individually as a “**Party**” and collectively as the “**Parties**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to provide professional engineering design services to generate plans, specifications and cost estimates as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until March 27, 2026 or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

A. In compliance with all terms and conditions of this Agreement, Consultant shall provide services more particularly described in the “**Scope of Services**,” which is attached hereto and incorporated herein by this reference as Exhibit A. The services may be referred to herein as the “**Services**” or “**Work**.” In the event of any inconsistency between the terms of Exhibit A and this Agreement, the terms of this Agreement shall govern.

B. As a material inducement to City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first-class work and services, and Consultant is experienced in performing the type of work and services contemplated herein. The minimum standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant represents that the Services will be performed by Consultant or under its direct supervision, and that all personnel engaged in such Work shall be fully qualified and shall be authorized and permitted under applicable Federal, State, and local law to perform such Work. Consultant shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Services and as required by law

C. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the Services required hereunder; or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) any or all of this Agreement.

D. Consultant shall obtain and maintain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement prior to the commencement of Services. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend, and hold harmless City and its elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers ("**City Personnel**") against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City related to the Services.

E. Consultant shall provide all Services rendered hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State, or local governmental agency having jurisdiction in effect at the time Service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.

F. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including, but not limited to, equipment, devices, processes, and software programs, used or incorporated in the Services or Work performed by Consultant under this Agreement. Pursuant to Paragraph 7, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

G. Consultant shall not subcontract the performance of any of the Services without the prior written approval of City.

H. The Parties have determined that prevailing wage laws do not apply to this Agreement because the Services do not include construction, alteration, demolition, installation, or repair work or are otherwise exempt under California's prevailing wage laws (California Labor Code section 1720 et seq.). Notwithstanding the foregoing, it is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all "public works" (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of California Labor Code section 1781, as the same may be amended from time to time, and/or any other similar law. Pursuant to Paragraph 7, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from and against any liability, loss, damage, cost, or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, State, and/or Federal law, including, without limitation, any applicable Federal and/or State labor laws

(including, without limitation, the requirement to pay State prevailing wages and hire apprentices); (ii) the implementation of California Labor Code section 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services on Consultant's behalf to provide any required disclosure or identification as required by California Labor Code section 1781, as the same may be amended from time to time, or any other similar law.

4. MANAGEMENT

City's Director of Community Development shall represent City in all matters pursuant to the administration of this Agreement and review the Services performed by Consultant. The City Manager shall have the authority, subject to the limitations set forth in Paragraph 5, to enlarge the Scope of Services or increase the compensation due to Consultant. Consultant's official representative in the administration of this Agreement shall be Rick Kreuzer, President, who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed \$140,240.00, based on the Scope of Services set forth in Exhibit A.

B. Consultant shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance, and in writing, by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given. Unless otherwise agreed to by the Parties in writing, all provisions in this Agreement applicable to Consultant's performance of the Services shall also apply to any additional services.

C. Consultant shall be paid monthly and shall submit monthly invoices/reports to City, within ten (10) days following the end of each month, showing actual Services performed. Invoices shall include billings for all charges, including authorized direct costs incurred by Consultant during the month covered by the invoice. Consultant shall be paid on the next regular Council warrant after all required paperwork is submitted. If City disputes whether Consultant has earned its fee or any portion, City shall give written notice to Consultant within thirty (30) days of receipt of Consultant's monthly invoice/report stating the basis for such dispute.

6. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (A), Consultant shall submit a final invoice/report to City pursuant to Paragraph 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the Services set forth in Exhibit A. In City's sole and absolute discretion, prior to effecting a suspension or termination

pursuant to this subparagraph (A), City may first serve upon Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. If Consultant fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this subparagraph (A). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

B. Consultant may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days' prior written notice to City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy such default, which remedy will cause the notice of termination to no longer apply, and this Agreement to continue in effect.

7. RECORDS AND OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to produce an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement ("**Work Product**") shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Consultant. Consultant shall provide such items to City promptly upon completion of this Agreement. City acknowledges that such Work Product is not intended or represented to be suitable for use unless completed by Consultant, or for use or reuse by City or others on extensions of the Services or Work under this Agreement, or for any other use or purpose, without written verification or adaptation by Consultant. Any such use, reuse, or any modification of the Work Product, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants.

C. Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents, and other materials prepared by Consultant in the performance of Services under this Agreement shall not be released publicly or to any other client of Consultant without the prior written approval of the City Manager.

8. INDEMNIFICATION

A. To the fullest extent permitted by law, except as set forth in subparagraph (B), Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold harmless City and City Personnel from and against any and all claims, actions, suits, claims, demands, judgments, attorneys' fees, costs, damages, losses, penalties, obligations, expenses, or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of, or pertaining to, Consultant's negligence, recklessness, or willful misconduct, whether or not there is concurrent active or passive negligence on the part of City and/or any City Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of City or any City Personnel. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorneys' fees incurred in connection therewith. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such Claims arising out of or in connection with the Work being performed or Services being provided under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorneys' fees and expert witness fees. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury, or arbitrator having made a determination of Consultant's percentage of fault, the Parties agree to mediation with a neutral third-party to determine Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost requirement owed to City.

B. The provisions of this subparagraph (B) apply only if Consultant is a "design professional" within the meaning of California Civil Code section 2782.8(c). If Consultant is a "design professional," within the meaning of Section 2782.8(c), then notwithstanding subparagraph (A), to the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.6), Consultant shall defend (with legal counsel acceptable to City), indemnify, and hold harmless City and City Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any sub-consultant, subcontractor, or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or Service for or on behalf of City under this Agreement. Such obligations to defend, hold harmless, and indemnify City or any City Personnel, shall not apply to the extent that such Claims are caused, in part, by the sole negligence or willful misconduct of City or City Personnel. Consultant's cost to defend City and/or City Personnel against any such Claim shall not exceed Consultant's proportionate percentage of fault with respect to that Claim; however, pursuant to California Civil Code section 2782.8(a), in the event that one or more of the defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify City or any City Personnel under this subparagraph (B), Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

C. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Consultant's negligent acts, errors, omissions, or willful misconduct, in performing or failing to perform Consultant's obligations under this Agreement. City in its sole and absolute discretion, may withhold any payment due to Consultant, without liability for interest, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Consultant's obligation to pay City any sums Consultant owes City.

9. INSURANCE

Without limiting Consultant's indemnification obligations of City as set forth in this Agreement, and prior to the commencement of Work, Consultant shall obtain, provide, and maintain, at its own expense, during the entire term of this Agreement including any extension thereof, policies of insurance of the type and amounts described in Exhibit B and in a form satisfactory to City.

A. No Work or Services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance evidencing the required insurance coverages and said Certificates of Insurance are reasonably approved by City. Certificates are to reflect that the insurer will provide thirty (30) days' written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, Consultant shall, prior to the cancellation date, submit new evidence of insurance.

B. The provisions of any workers' compensation or similar law will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.

C. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right to monitor the handling of any such claim or claims if they are likely to involve City.

D. The City's Director of Administrative Services shall have the authority to adjust or amend the insurance requirements in Exhibit B of this Agreement so long as such amendment or adjustment is agreed to in writing by the Parties.

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials,

employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

B. No City-provided employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing Services hereunder.

11. NO UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any Work to be conducted as a result of this Agreement. Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee working for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for Work to be performed in connection with the Services performed under this Agreement.

13. COVENANT AGAINST DISCRIMINATION

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, gender, gender identity, gender expression, physical or mental disability, age, military status, marital or familial status, sexual orientation, national origin, or ancestry.

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

Any notices which either Party may desire to give or may be required to give to the other Party under this Agreement must be in writing and may be given either by (a) personal service; (b) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery; (c) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the Party as set forth below or at any other address as that Party may later designate by notice; or (d) e-mailing the notice to the e-mail addresses as set forth below:

If to City: City of Duarte
Community Development Department
Attn: Stephanie Sandoval, Public Works Manager
ssandoval@accessduarte.com
1600 Huntington Drive
Duarte, California 91010

If to Consultant: Kreuzer Consulting Group
Attn: Rick Kreuzer, President, CEO
rick@kreuzerconsulting.com
18872 MacArthur Blvd., Suite 210
Irvine, CA 92612

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall Consultant be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other related expenses. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the Parties concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

B. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. SEVERABILITY

If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be performed as originally contemplated to the greatest extent possible.

19. INTERPRETATION; ENTIRE AGREEMENT

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, relating to the obligations of the Parties described in this Agreement, are merged into this Agreement and shall be of no further force or effect.

20. CONFLICTS OF INTEREST

Consultant represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (California Government Code section 87100 et seq.), City may determine Consultant to be a "consultant" as that term is defined by the Political Reform Act. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing Work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

21. NO THIRD-PARTY BENEFICIARIES

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

22. PARAGRAPH HEADINGS AND SUBHEADINGS

The paragraph headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

City's City Manager shall have the authority to make non-material changes, non-material amendments, or clerical edits to this Agreement on behalf of the City.

[Signatures on following page.]

IN WITNESS WHEREOF, the City Council of the City of Duarte caused the Agreement to be subscribed by its Mayor or City Manager and said Consultant has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF DUARTE

Cesar Garcia, Mayor

Date: _____

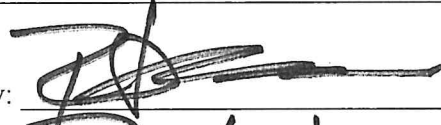
CONSULTANT

Kreuzer Consulting Group

By: _____

Its: _____

Date: _____


President
3/18/25

ATTEST

City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____

EXHIBIT A

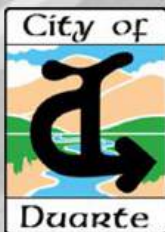
Scope of Services

PROPOSAL

**to provide
Plans, Specifications and Estimates
for the
Huntington Drive Street Improvement Project**

January 27, 2025

Prepared For:



City of Duarte
1600 HUNtington Dr.
Duarte, CA 91010

Submitted By:



KREUZER CONSULTING GROUP

18872 MacArthur Blvd.
Suite 210
Irvine, CA 92612



KREUZER CONSULTING GROUP

January 27, 2025

Ms. Stephanie Sandoval
Community Development
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

Re: Proposal to Provide PS&E for the Huntington Drive Street Improvement Project

Dear Ms. Sandoval,

The Kreuzer Consulting Group (KCG) appreciates the opportunity to submit this proposal. We are excited about the opportunity to offer our services to the City of Duarte. We have a strong track record of delivering similar streetscape/bulbout and street rehabilitation projects for Southern California municipalities.

I certify that I am authorized to act on behalf of the firm and that this proposal has been prepared without collusion with any other person(s), companies or parties. My contact information is as follows:

Rick Kreuzer, PE
President/CEO
Kreuzer Consulting Group
18872 MacArthur Blvd., Suite 210
Irvine, CA 92612
Ph: (714)656-0160
Cell: (949)436-1961
Email: rick@kreuzerconsulting.com

We have prepared this proposal in conformance with the RFP issued on December 26, 2024 and Addendum #1 dated January 10, 2025, a signed copy of which has been enclosed along with this proposal. KCG is prepared to execute the City's Professional Services Agreement and provide all required insurance coverage, if awarded the project. This proposal shall remain valid for a period of 120 days from the date shown hereon.

We trust this proposal meets your expectations. KCG is willing to meet with City staff to further discuss and/or modify our scope/schedule/fee as required if we are fortunate enough to be selected as the most qualified team for the job. If you have any questions or require additional information, please do not hesitate to contact me at any time.

Respectfully Submitted,

Rick Kreuzer, PE
President

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SECTION 1.0 – PROJECT APPROACH

1.1 OVERVIEW

The City of Duarte is proposing to improve the condition of Huntington Drive from the west City Limit at Mountain Avenue to the east City Limit near Encanto Parkway, a distance of approximately 2.5 miles. The proposed improvements will consist of two distinct elements, as follows:

- ❖ **Street Rehabilitation Improvements:** Pavement rehabilitation and/or reconstruction is proposed for the entire project limits from the west to east city limits. This will likely consist of milling and overlaying the existing roadway with some areas of localized digouts where severe surface distresses are present. These improvements will also consist of reconstructing all existing non-compliant access ramps along with reconstruction of damaged or distressed curb and gutter and sidewalk.
- ❖ **Street Bulbout Improvements:** From west of Buena Vista Street to east of Highland Avenue (4,300'±) the City is proposing to construct a series of curb “bulbouts” in the existing on-street parking lanes on both sides of Huntington Drive. In conformance with the Duarte Town Center Greening and Traffic Calming Plan, these bulbouts will serve to enhance the pedestrian experience and safety. They will be proposed in the existing on-street parking areas primarily adjacent to driveways and intersections where on street parking is currently restricted with red curb.

The selected consultant will prepare final plans, specifications and estimates (PS&E) for these improvements.

In preparation of this proposal, KCG has completed a thorough field review of the project site and gathered right of way record information. Based on this research and our past experience on similar projects we have developed a project approach that is summarized in detail in our scope of work (Section 1.2) and is centered around the following key aspects:

- ◇ The Street rehabilitation/reconstruction will likely consist of localized digouts of the severely distressed areas along milling and overlay of the entire roadway surface. There are not a lot of other viable options to this approach due to the presence of raised median along the entire project reach. As such, the street plans will not require profiles and will be prepared in plan view format and supplemented by roadway typical sections.
- ◇ Based upon our field review, there are a total of fifteen (15) access ramps along Huntington Drive within the City limits that will require reconstruction to be ADA compliant. KCG will prepare customized details for each of these locations.
- ◇ For the bulbout improvements, KCG is proposing to prepare a Conceptual Plan depicting all bulbout locations and geometry. This Concept Plan will be presented to City staff for review and approval. KCG will not proceed with the preparation of final PS&E until this Concept plan is approved by the City.

- ◇ Quality Assurance will be the centerpiece of our project approach. KCG believes that quality assurance is rooted in the philosophy by which you conduct your business. It is true that quality can be monitored and controlled to some degree via checklists and independent reviews, but a true “quality” product comes from a firm’s commitment to excel for their clients. Do they care about their product? **KCG does.** Do they have experienced staff overseeing or doing the work every step of the way? **KCG will.** Do they want the next job? **KCG does.** Are they staying out in front of the issues and “leading” the project? **KCG will.** Quality is a culture within a company... you either have it or you don’t. The graphic below depicts KCG’s QA/QC philosophy and approach which we apply to all of our projects.

KCG QA/QC Approach

Strong and Effective Management by the Project Manager

- Serve as the primary contact with Client and other agencies.
- Manage the consultant team. Enforce effective communication.
- Control the flow of communication.
- Exercise decision-making authority for the entire team.
- Meet and thoroughly fulfill all contractual and technical/professional requirements. Be responsible for product quality and timely delivery.
- Attend and/or chair all progress meetings.
- Be proactive.
- Encourage thinking outside the box.

Progress Status Monitoring

- Conduct Progress Meetings with Client and other external agencies at specified times as needed.
- Conduct team meetings:
 - Prepare monthly progress reports
 - Status summary exhibits on cost and schedule
 - Discussions on past/schedule activities
 - Status of meetings and action items
- Prepare meeting minutes and promptly distribute to all parties. Include:
 - List of attendees
 - Purpose and objectives of the meeting
 - Summary of the discussions
 - Decisions reached
 - Action items and the respective responsible entity/individual

Management & Control of the Work

Project Control

- Initiate project control system.
- Constantly monitor the overall project schedule as well as specific schedules of principal and critical activities.
- Constantly monitor internal labor and direct costs.
- Monitor subconsultant costs.
- Alert Client of potential impacts to cost and/or schedule and propose solutions.
- Furnish invoices in a timely manner to Client. Monitor subconsultant invoices.
- Monitor project record keeping (project files, meeting minutes, etc.).

Quality Assurance / Quality Control

- Documents will be comprehensively checked at one or more milestones before they are completed.
- A senior person not associated with the project will check all documents before they are submitted.
- One person will check all critical dimensions.
- The person responsible for the drawings will review the text, and the writer will review the drawings, insuring adequate cross checking.
- The Project Manager will review all documents produced by other contributors to insure overall project coordination.
- Apply TQM principles - DO IT RIGHT THE FIRST TIME.
- Conduct Independent Reviews, as warranted.

1.2 SCOPE OF WORK

The following outlines our overall approach to the project. We will complete individual tasks/subtasks to successfully deliver the project. Each task or subtask below begins with a brief overview or understanding including the general approach KCG will be taking to insure successful completion of that particular task. This narrative will serve to point out key elements and challenges of the work involved with a particular task and how we propose to address those challenges. Our understanding/approach is delineated in the blue shaded boxes under each task. Immediately below these boxes is the detailed scope of work which provides clear definition of the work which will be completed under that specific task or subtask.

TASK 1.0 – PROJECT MANAGEMENT, ADMINISTRATION AND MEETINGS

Overview / Approach: The ultimate success of a project depends on basically two main elements. One, technical execution of the design. For the most part, all of the proposing firms for this project can display their credentials in this area or they would probably not be proposing. The second, and most important, element for success is effective project management. There is no doubt that all proposing firms will also tout their abilities to effectively “manage” a project. Unfortunately, many firms believe if they stay somewhat on schedule and submit their invoices on time they have been “effective” managers. We at KCG do not subscribe to this. Our core business philosophy is centered around effective management of all of our projects with the goal of making our clients job easier. The cornerstone goal of this philosophy is to “get out and stay out in front of the issues” on each and every project. We feel very strongly that our clients hire us for an assignment it is our obligation to bring it to a successful completion without having our hands held or being reliant on City staff to do our job for us. KCG will not allow this to take place on this or any project. The way we achieve this objective is by providing seasoned engineers that are also effective managers, not only because they understand the project process but because they understand the technical background of the design itself. We can anticipate issues faster than those managers who are reliant on younger design engineers to keep them informed. This disconnect cannot and will not happen at KCG because our Project Managers have hands on day to day involvement in the project design. Our Project Manager for the subject project will be Rick Kreuzer. Mr. Kreuzer is the President of KCG and has 40 years of experience managing and designing public works projects. Over the last decade, he has successfully delivered many projects that are very similar to the project at hand.

Scope of Work: Under this task, KCG will perform all management related duties required for successful completion of the project, including the following subtasks:

Subtask 1.1 – Meetings: KCG will attend a project kickoff meeting and monthly progress meetings for the duration of the project. KCG will prepare agendas and minutes for all project meetings. We do not put a limit on how many meetings we will attend. If needed, we will be there.

Subtask 1.2 – Project Schedule: KCG will prepare a detailed baseline schedule at the beginning commencement of the project and will provide schedule updates on a monthly basis.

Subtask 1.3 - Project Coordination: The KCG Project Manager will proactively manage the project. This will be achieved by establishing and maintaining communication with the City to proactively address key issues and keep the project on schedule.

Subtask 1.4 – Progress Reports: KCG will prepare monthly progress reports which will detail the work completed to date with a look ahead to project activities in the month ahead. The baseline project schedule will be updated and submitted along with each progress report.

TASK 2.0 – COLLECT RECORD INFORMATION

Overview / Approach: A portion of this task has already been completed in preparation of this proposal. The project has been field reviewed by the KCG Project Manager and a photolog of existing conditions has been developed.

Scope of Work: This subtask involves collecting project record information for the project. This information will include, but not necessarily be limited to, the following:

- *Topographic Survey Information (City provided)*
- *Utility Plans (City provided)*
- *Existing Sidewalk Assessment (City provided)*
- *Assessors Parcel Maps ✓*
- *As-Built Plans*
- *Utility record plans (Task 3.0)*
- *Right of Way Record Maps ✓*
- *Centerline intersection ties*
- *Benchmark information ✓*

The items with a ✓ above denotes information already obtained and reviewed by the KCG Team.

TASK 3.0 – UTILITY RESEARCH AND COORDINATION

Overview / Approach: Utility coordination is an element that, if not properly addressed and managed, can significantly effect a project schedule and budget. This work task is much more than gathering record drawings and plotting them on the plans. The success of this task is proactively managing the relationship with all utility service providers but the real key is identifying the impacts to all facilities early on in the design process and coordinating proactively with the affected agency staff/service planners to mitigate those impacts and facilitate needed relocations. Overlooking or addressing utility impacts late in the design process usually results in negative schedule impacts during construction. KCG understands the importance of this project element and will insure that all potential utility impacts are identified early on and proactively managed throughout the design process.

Scope of Work: Utility coordination will be ongoing throughout all phases the project. The utility research and coordination efforts on the project will consist of the following efforts:

- Plot utility information provided by the City

- Prepare preliminary utility notices and verify consistency with plans provided by the City based upon record information received from the utility companies.
- Upon establishing the proposed improvements, determine where potential utility conflicts exist and where utility relocation is warranted.
- Coordinate with affected utility companies regarding conflicts, relocations and improvements. This coordination effort will require providing updated plans to the utility agencies for the proposed improvements and also meeting with the various utility service planners on the project site, as necessary, to discuss conflict its and/or relocations. Plans will be submitted for comment to each utility agency concurrent with all KCG submittals on the project. All correspondence to utility companies will be copied to the City of Duarte.

TASK 4.0 – ADDITIONAL FIELD SURVEY

Scope of Work: In conformance with the RFP, we have anticipated the need for some limited additional field survey to supplement the City-supplied topographic data. This may include additional shots to fill in specific areas and/or additional data needed to facilitate the design of access ramps and curb and gutter reconstruction. We have included up to three (3) days of additional survey in our scope of work and fee.

TASK 5.0 – BASE MAPPING

Overview / Approach: The approach to this task involves the blending of all project data into a detailed and accurate base map for the project. The topographic survey will be downloaded in to KCG’s CADD system. All record information gathered under Task 2.0 will be added. All existing utility information obtained under task 3.0 will be plotted. The final step will be to field verify the accuracy (and update as necessary) by walking the job (Task 6.0) and insuring that all physical site features and conditions are reflected accurately.

Scope of Work: Utilizing information obtained under Task 2.0, 3.0 and 4.0. KCG will add all existing site features such as property lines, street right of way lines, underground utilities and other surface features. Accurate project base mapping will be insured via field verification by the Project Manager (Task 6.0).

TASK 6.0 – FIELD REVIEWS

Scope of Work: Conducting thorough field reviews on this project will be key. KCG believes very strongly in walking our projects in the field throughout the base mapping and design stages of a project to insure all design issues are considered. The visual observation and documentation of existing pavement conditions, along with the recommendation put forth in the Pavement Report (Task 7.0), will form the basis for project street rehabilitation design.

TASK 7.0 – PAVEMENT CORINGS AND REPORT

Scope of Work: Harrington Geotechnical will collect field borings, and prepare a Pavement Report.

This task will require the following efforts:

- Mark the proposed core locations
- Notify Dig Alert
- Obtain a city of Duarte Public Right of Way Encroachment Permit (if required at no fee)
- Provide traffic control (as necessary)
- Remove small cores from the pavement sections at five (5) locations.
- Identify the various pavement layers not limited to the following:
 - Measure the thicknesses of the pavement and aggregate base (if present),
 - Identify each core for the presence of any pavement reinforcing fabric based on the visual observation,
 - Sample the subgrade materials for lab testing below the structural section up to 6 feet (sufficient samples may be needed by additional test pits)
- Backfill the holes with soil cuttings and patch the pavement surface with cold mix asphalt after the core sampling
- Perform the following lab testing on the soil samples as follows:
 - In-place moisture and density
 - Expansion Index
 - Atterberg Limit
 - Sieve Analysis (#200 Wash)
 - Compaction (Optimum Moisture and Max Dry Density)
 - Hydrometer and grain size analyses grouped on like subgrade materials to determine sample(s) for R-Value testing
 - Conduct up to three (3) Hveem stabilometer tests (Caltrans Test Method 301) on selected sample(s) to establish the R-value of the material
- Prepare a report summarizing the the findings, lab testing, conclusions and recommendations for the pavement rehabilitation/reconstruction.

TASK 8.0 – BULBOUT CONCEPT PLAN

Overview / Approach: It will be important to get buy in from the City prior to moving forward with Final PS&E for the bulbout improvements. As such, KCG will prepare a Conceptual Plan depicting all bulbout locations and geometrics for review and approval prior to commencing with final design of the improvements.

Scope of Work: KCG will prepare a Concept Plan for the bulbout improvements which will depict all bulbout locations and geometrics. This plan will be prepared on a single plan sheet (triple view) at a scale of 1"=20'.

KCG will meet with City staff to present these plans. Based upon comments received we will revise/ update the plans. These Concept Plans, once approved, will form the basis for final design of the bulbout improvements and construction documents will be initiated.

TASK 9.0 – FINAL PS&E

We envision the following plan set will be required for the project:

Description	No. Sheets	Scale
Title Sheet	1	NTS
Index to Sheets/General Notes	1	NTS
Street Typical Sections	2	NTS
Street Bulbout Plans	18	1"=10'
Street Rehabilitation Plans	7	1"=40' dbl plan
Construction Details	8	NTS
Signing & Striping Plans	7	1"=40' dbl plan
<i>TOTAL</i>	<i>44</i>	<i>Sheets</i>

The Title Sheet(s) shall be prepared in conformance with City of Duarte format requirements.

Street bulbout plans will be prepared at a scale of 1"=10'. All bulbouts will be detailed with stations/offsets and curve data as well as callouts for all top of curb and flowline elevations and slopes. The larger (1"=10') scale proposed for these bulbout plans are necessary to adequately depict all of the station/offset and elevation data for each bulbout location.

Street Rehabilitation sheets will be prepared at a scale of 1"=40' in double plan format and will depict all proposed street rehabilitation and reconstruction improvements. Typical section sheets will supplement these plans and will depict the proposed remediation improvements.

Construction details will be developed to address all required details, including custom details for all access ramps requiring reconstruction.

Signing and striping plans will be prepared at 1"=40' in double plan format.

In conformance with the RFP, PS&E Submittals will be made at the 60%, 90% and 100% completion stages. All deliverables identified in the RFP for each submittal will be provided.

1.3 SCHEDULE

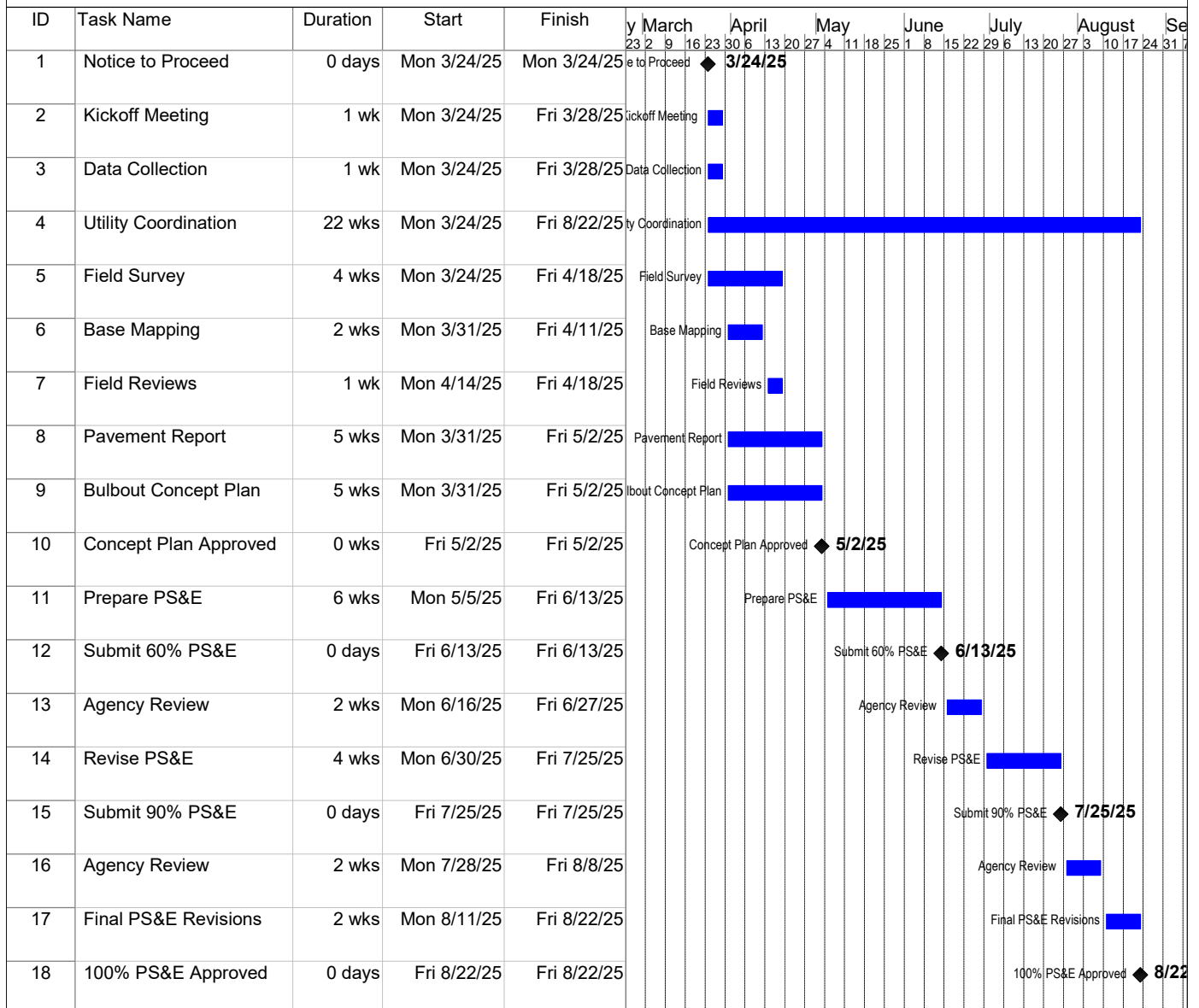
Exhibit A on the following page depicts our Project Schedule. For purposes of this proposal we have assumed a contract NTP date of March 24, 2025 and two (2) week City reviews of all submittals. Based on these assumptions, the following major project milestones will be met:

Notice to Proceed.....March 24, 2025
Concept Plan Approved..... May 2, 2025
Submit 60% PS&EJune 13, 2025
Submit 90% PS&E..... July 25, 2025
100% PS&E Approved..... August 22, 2025

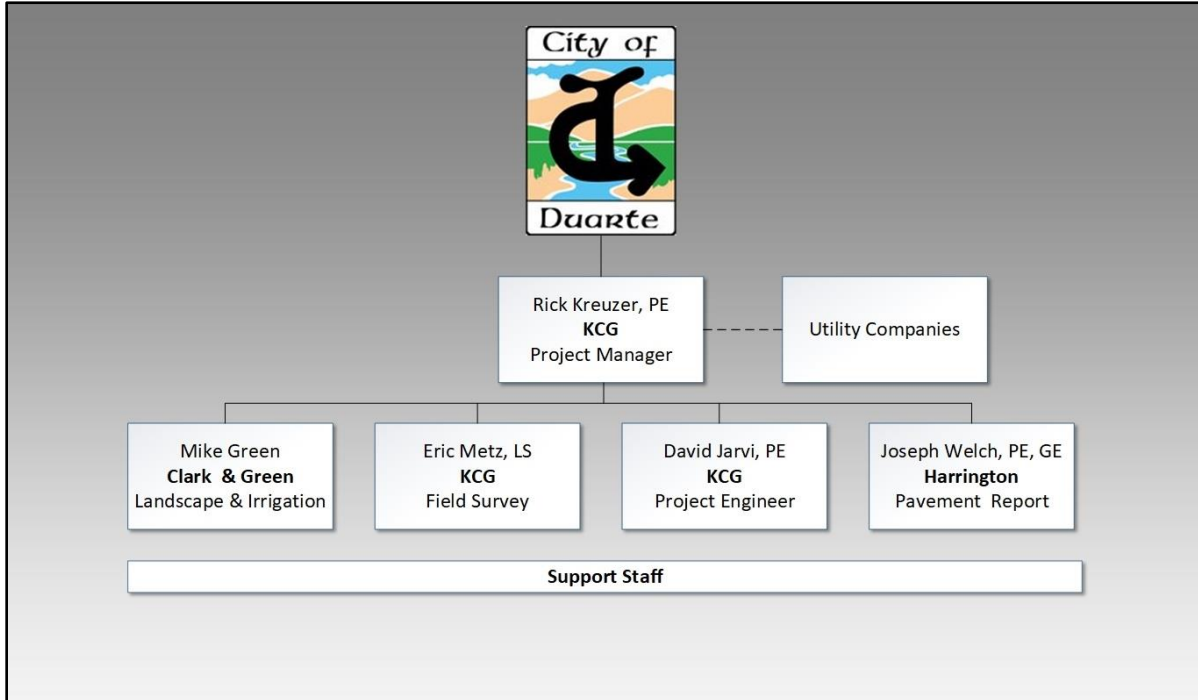
KCG's current workload is moderate. We will deliver the subject project on-time, on-budget as put forth in this proposal.

**CITY OF DUARTE
HUNTINGTON DRIVE IMPROVEMENTS**

**EXHIBIT A
PROJECT SCHEDULE**



SECTION 2.0 – PROJECT TEAM



Rick Kreuzer, PE of KCG will be the Project Manager for the subject project. He has 40 years of experience completing roadway and infrastructure improvement projects in the Western United States. In the last 10 years, Mr. Kreuzer has been focused on delivering urban renewal and streetscape enhancement projects including significant district wide revitalization projects in Anaheim (Disneyland Resort and Platinum Triangle District Areas), Tustin (Old Town), West Covina (Downtown), and in Mesa, Arizona (Fiesta District Revitalization and Elliot Corridor) and Chandler, Arizona (Arizona Avenue). Many of these projects included the design of bulbouts and pocket parks. He has also managed the design on over 50 miles of arterial and residential street rehabilitation projects over the last decade. Mr. Kreuzer will be the single point of contact for the City of Duarte and will have the authority to act on behalf of the firm regarding all contractual, project performance and quality matters.

Assisting Mr. Kreuzer with the day to day design of the project will be **David Jarvi, PE**. Mr. Jarvi is a Registered Engineer in California with 24 years of extensive public works design experience. He is proficient with the use of AutoCADD software and has a thorough understanding of roadway, drainage and utility design. Mr. Jarvi has supported Mr. Kreuzer on all of streetscape and street rehabilitation design projects identified herein.

The strength of our team is further enhanced by our subconsultants. These individuals/firms were handpicked based upon three criteria. One, KCG staff had worked cooperatively and successfully with them in the past; two, they employ KCG's philosophy of providing hands on principal involvement on their projects; and three, they have a strong understanding of the issues and challenges associated with these types of projects. The following is a brief synopsis on our key subconsulting firms and their point person who will be overseeing their activities on the Huntington Drive project.

Mike Green, ASLA

Firm: Clark & Green Associates

Role: Landscape Architecture

☒ Current Projects with KCG☒ Past Projects with KCG☒ Streetscape Project Experience

Mr. Green is a Registered Landscape Architect in the state of California with over 42 years of experience working on a diverse range of public and private development projects as lead designer and project principal.

As a founding partner of Clark & Green, he is a creative designer and problem solver and is very effective in public workshops and public hearings. Mr. Green will manage the aesthetic components of the project (landscape) from initial public design to construction document preparation. He excels in successfully executing complicated coordination projects. Mr. Green has experience on several high profile streetscape projects with KCG including Katella Avenue through the Disney Resort and Platinum Triangle, Brookhurst Street between I-5 and SR-91, Old Town Tustin and Downtown West Covina.

CLARK & GREEN
Attributes of the Firm

- Office in Costa Mesa
- Hands-on principal involvement on all projects
- Long-standing working relationship with KCG project manager

Joseph Welch, PE, GE

Firm: Harrington Geotechnical

Role: Pavement Report

☒ Current Projects with KCG☒ Past Projects with KCG☒ Streetscape Project Experience

Mr. Welch with Harrington Geotechnical, is a registered civil and geotechnical engineer in California with 45 years of experience.

Mr. Welch is a graduate of West Point and holds a master's degree in civil engineering from George Washington University. His responsibilities include geotechnical engineering, laboratory management, and expert witness. He is a recognized expert in the field of pavement engineering and has worked extensively with KCG on past similar projects.

HARRINGTON GEOTECHNICAL
Attributes of the Firm

- Office in Costa Mesa
- Hands-on principal involvement on all projects
- Long-standing working relationship with KCG project manager

Table 1 below provides a synopsis of the KCG team's key personnel qualifications and availability.

TABLE 1 – KEY TEAM MEMBER QUALIFICATIONS / AVAILABILITY SYNOPSIS

Name	Firm	Project Responsibility	Years of Experience	Education	California License Type/No	Experience Working on Similar Projects	% Available
Rick Kreuzer	KCG	Project Manager	40	BS	PE/42407	✓	25%
David Jarvi	KCG	Project Engineer	24	BS	PE/66792	✓	40%
Eric Metz	KCG	Survey	22	AA	LS/9198	✓	25%
Joseph Welch	HG	Geotechnical	45	BS/MS	GE/2239 PE/40236	✓	30%
Mike Green	C&G	Landscape Architecture	42	BS, MS	ASLA/2311	✓	25%

Personal resumes for the key KCG Team members are contained on the following pages of this proposal.

**EDUCATION:**

*B.S. in Civil Engineering
University of California, Irvine
1983*

*Certificate Program in
Construction Management,
American Society of Civil
Engineers, 1987*

AFFILIATION:

*American Society of Civil
Engineers*

*Institute of Transportation
Engineers*

REGISTRATION:

*Registered Civil Engineer (CA and
AZ)*

Mr. Kreuzer, the founder and President of KCG, has over 40 years of experience managing complex transportation and civil projects. His strength is managing multi-disciplined teams on projects which require innovative solutions and hands-on principal involvement. He is the President of the Kreuzer Consulting Group (KCG).

PROJECT EXPERIENCE:

Glendora Avenue Complete Street Reconfiguration, West Covina, California: Project Manager for streetscape improvements and associated improvements in downtown West Covina.

Main Street Complete Street Reconfiguration, Tustin, California: Project manager for streetscape enhancements, including, curb bulbouts, on Main Street and El Camino Real in the Old Town District in the City of Tustin.

ACC Grand Plaza, Anaheim, California: Project Manager for the civil design for the completion of the Convention Center Grand Plaza. This project included preliminary and final design of 2 roundabout installations.

Fiesta District Improvements, Mesa, Arizona: Mr. Kreuzer was the Project Manager for the planning and conceptual design of revitalization improvements in the Fiesta District, a 700 acre commercial district in the City of Mesa, Arizona. This project includes the development of a Project Implementation Plan and conceptual design for street widening, paseos and parks within the District. This project also included significant community interaction and public outreach activities.

Southern Avenue Streetscape Improvements, Mesa, Arizona: Mr. Kreuzer was the Project Manager for the final design of the Southern Avenue Streetscape Improvements from Sycamore to Alma School Road. This \$20M construction project is completed. KCG was awarded an ACEC of Arizona Grand Award for Engineering Excellence on this project.

Fiesta Paseo Nodes, Mesa, Arizona: Mr. Kreuzer was the Project Manager for the preliminary and final design and environmental clearance of paseo nodes, or “micro parks” within the Fiesta District. This project completed construction in October 2018.

Huntington Avenue Streetscape Improvements, Arcadia, CA Mr. Kreuzer was the Project Manager for the streetscape, landscape, lighting and street rehabilitation improvements on Huntington Avenue in downtown Arcadia.

Colorado Boulevard Improvements, Arcadia, CA Mr. Kreuzer is the Project Manager for the design of complete street improvements on Colorado Boulevard from Michillinda Avenue to the Upper Y, a distance of approximately 2 miles. This project includes the design of street (bulbouts and rehabilitation) lighting, landscape, drainage and fiberoptic communication improvements.

Miscellaneous Street Rehabilitation Projects: Mr. Kreuzer has managed street rehabilitation projects for over 50 centerline miles of residential and arterial streets over the last 10 years in Southern California.

**EDUCATION:**

*B.S. in Civil Engineering
State University, Chico*

SOFTWARE SKILLS

*AutoTURN, Microsoft Excel,
Bentley Inroads, Microstation,
Autodesk Civil 3D*

REGISTRATION:

*Professional Engineer, California,
No. 66792*

Mr. Jarvi has over 24 years of experience in General Civil and Transportation Engineering. He specializes in local roadway planning and design projects with experience in design engineering with a focus on civil and transportation projects.

PROJECT EXPERIENCE:

Glendora Avenue Complete Street Reconfiguration, West Covina, California: Project Engineer for streetscape improvements and associated improvements in downtown West Covina.

Main Street Complete Street Reconfiguration, Tustin, California: Project Engineer for streetscape enhancements, including curb bulbouts, on Main Street and El Camino Real in the Old Towne District in the City of Tustin.

ACC Grand Plaza, Anaheim, California: Project Engineer for the civil design for the completion of the Convention Center Grand Plaza. This project included preliminary and final design of 2 roundabout installations.

Fiesta District Improvements, Mesa, Arizona: Mr. Jarvi was the Project Engineer for the planning and conceptual design of revitalization improvements in the Fiesta District, a 700 acre commercial district in the City of Mesa, Arizona. This project includes the development of a Project Implementation Plan and conceptual design for street widening, paseos and parks within the District. This project also included significant community interaction and public outreach activities.

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Miscellaneous Street Rehabilitation Projects: Mr. Jarvi has designed street rehabilitation projects for over 50 centerline miles of residential and arterial streets over the last 10 years in Southern California.

Michael A. Green ASLA

Principal

Education

Masters of Landscape Architecture,
California State Polytechnic University,
Pomona, 1981

Registrations

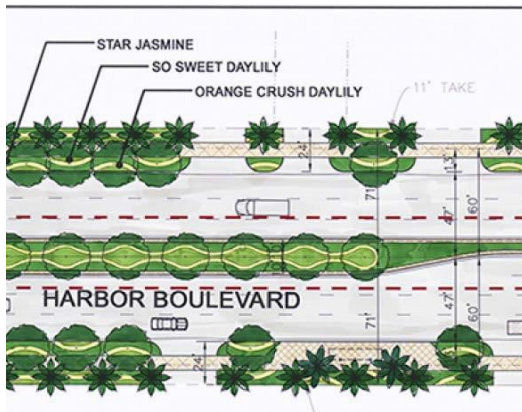
Landscape Architect, CA #2311
Landscape Architect, AZ #19864
Landscape Architect, CO #508
Landscape Architect, FL #6666965
Landscape Architect, GA #1535
Landscape Architect, HI #15113
Landscape Architect, ID #LA-16574
Landscape Architect, NV #857
Landscape Architect, OK #la0336
Landscape Architect, OR #456
Landscape Architect, TX #02138
Landscape Architect, UT #99-368388-5301
Landscape Architect, WA #1801

Affiliations

American Society of Landscape Architects



Old Town Plaza - Placentia



Harbor Blvd.

As Principal of Clark & Green Associates with over 43 years of experience, Michael Green oversees project management and design for the firm.

Mr. Green graduated from California State Polytechnic University, Pomona in 1982 with a master's degree in landscape architecture and formed Clark & Green Associates in 1987.

During his career, Mr. Green has worked with the City of Westminster Planning Department and the Port Authority for the City of Long Beach in Environmental Impact Research Preparation and Risk Management Assessment. He also is an ASLA award winner.

Mr. Green has specialized in community residential projects and streetscapes with an emphasis on water management, conservation and sustainable landscape design.

Analogous Projects

Jamboree Road Widening (Main to Barranca)
-City of Irvine/Norris-Repke Engineers

Orange County Gateway
-Orange County Transit Authority/Caltrans

Beach Boulevard Streetscape Redevelopment
-City of Buena Park/Caltrans

Old Town Plaza, Placentia
-City of Placentia

17th and 19th Streets, Streetscape/Redevelopment
-City of Costa Mesa

Harbor Boulevard Redevelopment
-Cities of Anaheim and Fullerton



CURRICULUM VITAE

Joseph L. Welch, R.C.E., G.E.

1590 North Brian Street
Orange, CA 92867-3406

Phone: 714-637-3093

joe@harringtongeotechnical.com

PROFESSIONAL LICENCES

Registered Geotechnical Engineer (CA #2239)
Registered Civil Engineer (CA #040236)

EDUCATION

MASTERS OF SCIENCE, CIVIL ENGINEERING
George Washington University, Washington DC, 1977

BACHELOR OF SCIENCE, CIVIL ENGINEERING
U.S. Military Academy, West Point, NY, 1966

CAREER OVERVIEW

Mr. Welch is an expert in the field of geotechnical engineering. His 38-year career in civil and geotechnical engineering together with his advanced education has led him to senior responsibilities for large scale construction projects. His duties include acting as the City of Yorba Linda's geotechnical expert responsible for review of geotechnical engineering reports submitted to the City. Mr. Welch is the acting Laboratory Manager for HGEI's AMRL Accredited Geotechnical Engineering Laboratory.

He has overseen large civil engineering projects acting as the geotechnical engineer of record; responsible for project management and geotechnical engineering from the preliminary investigation through review of the civil engineering plan to earthwork design and construction; coordinating with clients, municipalities, review agencies, and contractors; responsible charge of field investigations and laboratory testing programs; in addition to preparation of analysis and technical reports.

His technical skills include Seismic Hazard Evaluation, Hydrology, Settlement Analysis, Pavement Design, Foundation Design, Slope-Stability Analysis, Liquefaction Analysis, and Grading Review.

SECTION 3.0 – REFERENCES AND TESTIMONIALS

In conformance with the RFP, the following client references can attest to KCG's performance on previous similar projects.

Kevin Merrill, PE City of Arcadia City Engineer 626-574-5481 kmerrill@arcadiaca.gov	Eric Johnson, PE City of Tustin Principal Engineer 714-573-3320 ejohnson@tustinca.org	Ryan Chapman, PE City of Brea City Engineer 714-990-7763 ryanch@ci.brea.ca.us
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Testimonials

"The KCG Team has used a very proactive, collaborative approach to develop an exciting Downtown revitalization design which has been well received by the City management and Council. Their Teams creativity, balanced with an attention to construction details, has been instrumental in building community-wide consensus for the project which will serve to reestablish our downtown and revitalize our community."

Chino Consunji, PE

Director of Public Works

City Engineer

"The quality of their plans and project deliverables is always excellent. Most importantly, the City appreciates the value Mr. Kreuzer and his team provide us, which is a direct result of the proactive and day to day hands on management approach Mr. Kreuzer brings to all of our projects, large and small. We would highly recommend KCG for your engineering needs."

Natalie Meeks, PE, Director of Public Works, City of Anaheim and National APWA Top 10 Leader of the Year, 2015

"The KCG Team was instrumental in developing the vision for Fiesta District Revitalization Program by working closely with a wide variety of stakeholders to build consensus. They worked effectively and proactively with the contractor, City staff and management, and the Public and other stakeholders to deliver the initial project in the District, a much needed streetscape enhancement of the Southern Avenue Corridor."

Mark Ahlstrom- Deputy City Engineer

City of Mesa, AZ

"The Kreuzer Consulting Group and their team did an excellent job of completing the design on time and under budget for the Arizona Avenue Improvement Project. They exceeded our expectations in overcoming numerous challenges to provide excellent plans for the gateway into downtown Chandler."

Dan Haskins, Project Manager

City of Chandler, AZ

SECTION 4.0 – FIRM QUALIFICATIONS AND EXPERIENCE

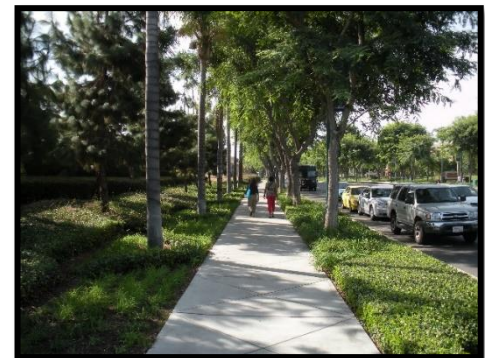
KCG is a small firm who is entirely dedicated to serving the public works sector. Our staff have completed numerous streetscape enhancement projects, many of which included the design of bulbout improvements. Additionally, we have designed a multitude of street widening and rehabilitation projects, ranging from large arterials to residential neighborhoods. The following provides a summary of our relevant project experience.

DISNEYLAND RESORT AREA STREETScape IMPROVEMENTS

Anaheim, California



Prime Consultant: Kreuzer Consulting Group
Project Manager: Rick Kreuzer, PE
Firm Role: Project Management & Civil Engineering
General Contractor: Various
Delivery Method: Low Bid
Construction Value: \$30 M
Design Completed: Between 2005- Present
Contracting Agency: City of Anaheim, CA
References: Rudy Emami, PE- Director of Public Works
(714)765-5100 remami@anaheim.net



As the Program Manager, Mr. Kreuzer has been involved with the transformation of the Disneyland Resort Area in the City of Anaheim for the last decade in various capacities. He was involved with the initial planning efforts which established the vision for the 800 acre Resort Area including significant outreach activities with local residents and business owners. From there, Mr. Kreuzer managed the Preliminary and Final Design efforts for the construction of the two main backbone corridor streets in the Resort District, namely Katella Avenue and Harbor Boulevard. These projects have included significant widening, streetscape and landscape enhancements to make the Resort Area a more attractive destination.

Mr. Kreuzer continues to work with the City of Anaheim on the Resort Project to this day as an extension of City Staff providing consulting services including establishing, maintaining, and updating special Anaheim Resort Area (ARA) standard plans, plan checking developer submittals for conformance with ARA standards and design guidelines, and assisting with streetscape design enhancement projects on an as-needed basis.

GLENDORA AVENUE DOWNTOWN STREETScape

West Covina, CA

Prime Consultant: Kreuzer Consulting Group
Project Manager: Rick Kreuzer, PE
Firm Role: Project Management & Civil Engineering
Construction Value: \$10 M (Estimate)
Design Completed: 2018
Construction Completed: Pending
Contracting Agency: City of West Covina
References: Chino Consunji- Former Director Public Works
(714) 686-8911 (cell)

KCG completed the final design for the conversion of Glendora Avenue into a complete street “Ramblas” with a better balance of vehicular, pedestrian and bike accessibility in the downtown area of West Covina. This project

includes road, drainage, utility and traffic design as well as environmental clearance through a comprehensive CEQA process, including significant public outreach.

This \$11 million revitalization project will transform the declining historic retail zone to a vibrant urban “Ramblas” which will feature an entry monument, trellises for outside seating and dining opportunities, and Great Lawn area for City programmed activities for their residents to enjoy. Portions of the streets will be able to be blocked off with retractable lighted bollards to create a larger grand plaza for larger events. Enhanced concrete pavers, lighting, and site furnishings will further enhance the street scene and provide unique and interesting spaces for the community to gather.



“The KCG Team has used a very proactive, collaborative approach to develop an exciting Downtown revitalization design which has been well received by the City management and Council. Their Teams creativity, balanced with an attention to construction details, has been instrumental in building community-wide consensus for the project which will serve to reestablish our downtown and revitalize our community.”

Chino Consunji, PE
Former Director of Public Works
City Engineer

SOUTHERN AVENUE STREETSCAPE IMPROVEMENTS

Mesa, Arizona

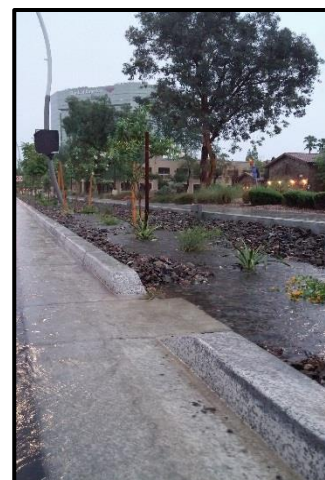


Prime Consultant: Kreuzer Consulting Group
Project Manager: Rick Kreuzer, PE
Firm Role: Project Management & Civil Engineering
Contract Value: \$600,000
General Contractor: Haydon Corp.
Delivery Method: Construction Management @ Risk (CMAR)
Construction Value: \$20 M
Final Construction Cost: \$20 M (on budget)
Design Completed: June 2017
Construction Completed: March 2019
Contracting Agency: City of Mesa, AZ.
References: Marc Alstrom- Deputy City Engineer
 (480)644-4622 marc.Ahlstrom@mesaaz.gov

KCG was the prime consultant for the final design of corridor improvements to Southern Avenue from Alma School Road to Sycamore Street, a distance of approximately 1.2 miles. This project's construction was completed using the CMAR process. This project included narrowing Southern Avenue from 6 to 4 lanes and construction of wider pedestrian parkways along with drainage, traffic signal and utility undergrounding improvements. KCG was assisted by J2 Engineering (landscape/ hardscape), Wright Engineering (lighting and traffic signals), MakPro (public outreach), and RAMM (geotechnical) on the project design. As depicted below, the KCG Team received an excellent rating in 13 of 14 categories and an overall rating of 98% for our performance of this project by the City of Mesa. In addition, the KCG Team recently received on ACEC "Grand Award" for Engineering Excellence for this project. Due to our performance on Phase 1, KCG also completed the design of Phase 2 from Sycamore Street to the Tempe Canal, a distance of approximately 1 mile.



TOTAL SCORE: 69	RATING: 98%	COM Rating
Project Manager:	Chris Scott	Reviewed On: 4/14/15
Deputy Engineer:	Marc Ahlstrom	Reviewed On: 4/14/15



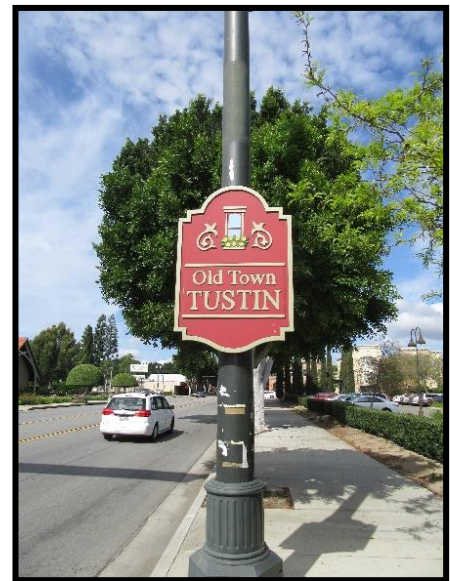
OLD TOWN TUSTIN STREETSCAPE ENHANCEMENTS

Tustin, CA



KCG was retained to complete preliminary and final design for improvements in the Old Town Historic District in the City of Tustin. These improvements include the narrowing of Main Street to implement a more “complete street” consisting of a more balanced vehicular/pedestrian/bicycle facility on Main Street and the construction of a series of parklets bulbouts along El Camino Real to provide additional open space and facilitate the expansion of outdoor dining venues for local restaurants.

Prime Consultant: Kreuzer Consulting Group
Project Manager: Rick Kreuzer, PE
Firm Role: Project Management & Civil Engineering
Contract Value: \$300 K
Construction Value: \$5 M
Design Completed: October 2024
Construction Completed: Pending (Summer 2025)
Contracting Agency: City of Tustin
References: Eric Johnson
(714) 573-3000

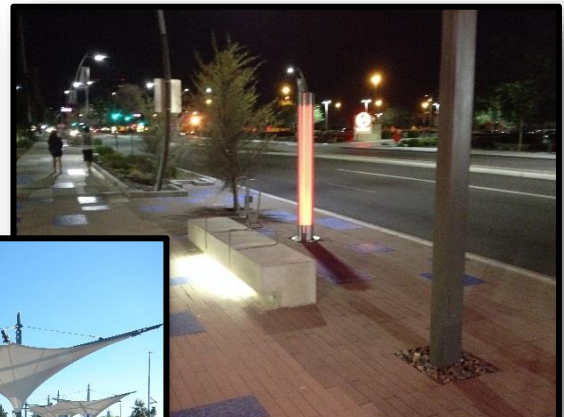


FIESTA DISTRICT PASEO NODE IMPROVEMENTS

Mesa, Arizona

KCG completed preliminary and final design of paseo nodes or “pocket parks” along Southern Avenue between Longmore and Alma School. The project improvements included bulbouts, custom signage and shade structures, ADA compliant connections to private property, programmable LED “light sticks”, a large water feature, colored confetti paving and specialized site furnishings. This project was funded by a Federal CMAQ grant and was delivered through a traditional low bid process.

Prime Consultant: Kreuzer Consulting Group
Project Manager: Rick Kreuzer, PE
Firm Role: Project Management & Civil Engineering
General Contractor: Valley Rain
Delivery Method: Low Bid
Contracting Agency: City of Mesa, AZ.
References: Marc Alstrom- Deputy City Engineer
(480)644-4622
marc.Ahlstrom@mesaaz.gov



Other KCG Streetscape Projects

	<u>Construction Value</u>	<u>Status</u>
❖ Avenida Victoria Bulbouts San Clemente, CA	\$1.2 M	Pending
❖ Katella Avenue Streetscape Anaheim, CA	\$8 M	Construction Complete
❖ Elliot Road Technology Corridor Mesa, AZ	\$12 M	Construction Complete
❖ Colorado Boulevard Complete Streets Arcadia, CA	\$8 M	Pending
❖ Arizona Avenue Streetscape Chandler, AZ	\$7 M	Construction Complete
❖ Huntington Avenue Street Improvements Arcadia, CA	\$4 M	Construction Complete
❖ Baldwin Avenue Streetscape Arcadia, CA	\$2 M	Construction Underway

In addition to the featured projects above, KCG has completed street improvement rehabilitation projects totaling approximately **\$30 M** in construction value over the last 5 years, some of which are summarized as follows:

Project	Agency	Construction Cost
Balboa Peninsula Streets	Newport Beach	\$2 M
Duarte Road	Arcadia	\$1.1 M
State College Boulevard	Brea	\$1.0 M
Pioneer Street	Norwalk	\$900 K
Lambert Road	Brea	\$1.2 M
Lincoln Avenue	Anaheim	\$1.3 M
Del Amo Boulevard	Long Beach	\$1.5 M
Pacific Coast Highway	Dana Point	\$1.7 M
Main Street	Tustin	\$2.0 M
Huntington Drive	Arcadia	\$1.7 M
Santa Anita Road	Arcadia	\$500 K
Santa Clara Road	Arcadia	\$300 K
Jeffrey Road	Irvine	\$1.5 M
FY 15-16 Residential Streets	San Juan Capistrano	\$2.6 M
Main Street Improvements	Tustin	\$3.0 M
Ball Road	Anaheim	\$1.5 M
Williams Street	Tustin	\$600 K
Walnut Avenue	Irvine	\$2.3 M
Trabuco Road	Irvine	\$4.2 M
Culver Drive	Irvine	\$1.7 M
Residential Streets	Downey	\$4.4 M

SECTION 5.0 – CONTRACT COMPLIANCE

The Kreuzer Consulting Group (KCG) takes no exceptions to the contractual requirements for the project and will provide the insurance coverages required by the City of Duarte.

City of Duarte
Huntington Drive Street Improvement Project

EXHIBIT A

Task	PROJECT MANAGER	PROJECT ENGINEER	SURVEY	LUMP SUM	TOTAL KCG COSTS	SUB HARRINGTON GEOTECHNICAL	TOTAL
	hr.	hr.	hr.				
	\$220	\$140	\$250				
1 Project Management, Administration and Meetings	40				\$8,800		\$8,800
2 Data Collection and Review	2	8			\$1,560		\$1,560
3 Utility Research & Coordination	16	16			\$5,760		\$5,760
4 Additional Field Survey (Up to 3 days)			24		\$6,000		\$6,000
5 Base Mapping	4	40			\$6,480		\$6,480
6 Field Reviews	12				\$2,640		\$2,640
7 Pavement Corings and Report	4				\$880	\$15,500	\$16,380
8 Bulb Out Concept Plan	24	40			\$10,880		\$10,880
9 Final PS & E							
-Title Sheet (1)	1	6			\$1,060		\$1,060
- General Notes and Index to Sheets (1)	1	6			\$1,060		\$1,060
-Typical Sections (2)	4	16			\$3,120		\$3,120
-Street Bulbout Plans (18)	40	144			\$28,960		\$28,960
-Street Rehabilitation Plans (7)	28	112			\$21,840		\$21,840
-Construction Details (8)	20	48			\$11,120		\$11,120
-Signing & Striping Plans (7)	14	28			\$7,000		\$7,000
-Specifications	16				\$3,520		\$3,520
-Construction Cost Estimate	4	12			\$2,560		\$2,560
<i>Reimbursables</i>				\$1,500	\$1,500		\$1,500
Manhour Totals	230	476	24				
Fee Totals	\$50,600	\$66,640	\$6,000	\$1,500	\$124,740	\$15,500	\$140,240

EXHIBIT B

Insurance Requirements

A. Insurance Required

(1) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

(2) Automobile Insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connections with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles in an amount not less than \$1,000,000 combined single limit for each accident.

(3) Workers' Compensation Insurance providing statutory benefits as required by California law.

(4) Employer's Liability Insurance with limits in an amount not less than \$1,000,000.

(5) Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors, or omissions of Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.

(6) Cyber Technology Errors and Omissions Insurance with coverage of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate.

(7) Cyber Security and Privacy Liability Insurance with coverage of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate.

(8) Sexual abuse/molestation Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage may be provided as part of commercial general liability coverage, professional liability coverage, or as a separate policy.

B. All insurance policies required hereunder, except the workers' compensation insurance, shall comply with the following requirements:

(1) All insurance shall be written by insurers that are admitted and licensed to do business in the State of California and with A.M. Best's rating of A- or better and a minimum financial size VII in accordance with the latest edition of Best's Key Rating Guide.

(2) The policies shall be endorsed to name City and its officers, officials, employees, agents, and volunteers as additional insureds.

(3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability; and (vi) shall not contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

(4) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days' advance written notice of such change.

C. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from Consultant's operations pursuant to this Agreement. Termination of this obligation shall survive the termination or expiration of this Agreement and shall not be effective until City executes a written statement to that effect.



AGENDA REPORT

MEETING DATE: April 8, 2025

TO: Mayor and Members of the City Council

FROM: Larry Breceda, Director of Public Safety Services

SUBJECT: Amendments to the Duarte Municipal Code (“DMC”) to enhance public safety measures and tools for compliance with the DMC provisions relating to possession, sale, and use of fireworks and ensure compliance with State law

RECOMMENDATION: Conduct a public hearing and approve the introduction of Ordinance No. 25-02 for first reading that will amend DMC Chapter 15.05 to provide additional tools to enhance public safety, health and welfare, clarify processes and procedures, and improve City enforcement of violations of the DMC relating to possession, sale, and use of both safe and sane and dangerous fireworks

FISCAL IMPACT: There is no fiscal impact resulting from these changes to the DMC. The cost to enforce the amended codes and provide staff training has been included in the annual department budget. However, adoption of higher penalty amounts for violations will increase amounts collected by the City for noncompliance.

BACKGROUND

Duarte Municipal Code (“DMC”) Chapter 15.05, “Fireworks,” provides a blanket prohibition on possession, sale, and use of fireworks throughout the City, sets forth certain enforcement provisions, and provides penalties for violations. However, since the adoption of these code provisions, the possession, sale, and use of fireworks and dangerous fireworks continues to increase within the City limits necessitating modifications to the DMC to distinguish particular regulations applicable to “safe and sane” fireworks compared to “dangerous” fireworks and provide further restrictions and increased penalties for the possession, sale, and use of dangerous fireworks in compliance with State law.

DISCUSSION/ANALYSIS

The recommended changes to the DMC establish and distinguish regulations applicable to “safe and sane” fireworks compared to “dangerous” fireworks and ensure compliance with State law. These amendments are intended to place adequate regulations and deterrents necessary to protect

against the risks presented by the possession, sale, and use of both safe and sane and dangerous fireworks including risk of severe bodily injury, property damage and loss, and fire concerns. In addition, these amendments were made to reflect State laws authorizing the City to enact such ordinances to develop uniform fine procedures and conduct enforcement to administer the State-wide ban on dangerous fireworks.

Other key changes will enhance City enforcement tools by clearly providing that such violations are a nuisance that may be enforced by any legal means, including specifically, administrative and civil means, in addition to existing criminal penalties. By including additional administrative and civil enforcement procedures, the City will be more flexible and better equipped to enforce and prevent continuing violations. Moreover, implementing increased administrative fines for dangerous fireworks will serve as a deterrent to the illegal use of dangerous fireworks within the City.

This ordinance is intended to provide the City with improved mechanisms to ensure and improve public safety, health, welfare and quality of life. It addresses specific issues staff have encountered since the DMC was last updated relating to illegal fireworks. The specific policy areas addressed in the ordinance are further discussed below.

Safe and Sane Fireworks

Amendments to Chapter 15.05 distinguish regulations, enforcement tools, and penalties relating to safe and sane fireworks from those relating to dangerous fireworks. Provisions are added to clarify that the sale, use, and/or possession *with intent* to use safe and sane fireworks within the City are prohibited. These amendments ensure that the DMC is compliant with State law by removing the blanket prohibition on possession and adding clarifying provisions that possession with the requisite *intent* to use is prohibited. Provisions are also added to provide enforcement officers with discretion to determine intent by analyzing factors including: the place, time, and date of possession, whether the person is in possession of sources of ignition or previously discharged fireworks, and whether the person has been previously cited for past violations of unauthorized use of fireworks within the City. Additionally, penalty provisions for violations of unauthorized possession, use, or sale of safe and sane fireworks are updated to provide for the use of an administrative citation amount for \$1,000 for the first and each subsequent violations of this chapter.

Dangerous Fireworks

Amendments to Chapter 15.05 further establish and distinguish regulations, enforcement tools, and penalties relating to dangerous fireworks and ensure that these regulations are consistent with State law. Specifically, provisions are added to clarify that the imposition of fines for violations of Chapter 15.05 relating to dangerous fireworks are limited to persons who sell, possess, use and/or display less than twenty-five (25) pounds (gross weight) of such dangerous fireworks. These penalty provisions are also tailored to ensure compliance with State law by providing the specific amounts for administrative fines and disposal charges to be reimbursed to the State Fire Marshall for first, second, third, and subsequent violations within any one-year period. For the first offense, the administrative fine amount shall be \$1,250 with a disposal fee of \$250, or totaling \$1,500 absent any late charges or interest; for the second offense, the administrative amount shall be \$4,000 with a disposal fee of \$1,000, or totaling \$5,000 absent any late charges or interest; and,

for the third and subsequent offenses, the administrative amount shall be \$8,000 with a disposal fee of \$2,000, or totaling \$10,000 absent any late charges or interest. These amounts comply with State law, are consistent with the Statewide model ordinance, and directly serve to deter illegal possession, sale, and use of dangerous fireworks throughout the City.

Lastly, provisions are provided to enhance City enforcement tools by clearly providing that such violations are a nuisance that may be enforced by any legal means, including administrative and civil means, in addition to existing criminal penalties. These amendments serve to provide enforcement officers with the ability to enforce and prevent continuing violations by application of the legal mechanism best suited to the violation and circumstances at issue, rather than being limited to a specific type of enforcement remedy.

RECOMMENDATION

Conduct a public hearing and approve the introduction of Ordinance No. 25-02 for first reading that will amend DMC Chapter 15.05 to provide additional tools to enhance public safety, health and welfare, clarify processes and procedures, and improve City enforcement of violations of the DMC relating to possession, sale, and use of both safe and sane and dangerous fireworks.

FISCAL IMPACT

There is no fiscal impact resulting from these changes to the DMC. The cost to enforce the amended codes and provide staff training has been included in the annual department budget. However, adoption of higher penalty amounts for violations will increase amounts collected by the City for noncompliance.

ATTACHMENTS

A. Ordinance No. 25-02

Fiscal Review:



Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:



Brian Villalobos
City Manager

ORDINANCE NO. 25-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING CHAPTER 15.05 OF THE DUARTE MUNICIPAL CODE TO ENHANCE PUBLIC SAFETY, HEALTH AND WELFARE AND IMPROVE CITY ENFORCEMENT OF MUNICIPAL CODE VIOLATIONS RELATING TO POSSESSION, SALE, AND USE OF FIREWORKS

WHEREAS, the City of Duarte (“City”) is authorized by California Constitution, Article XI, Section 7 to make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws and that serve and protect the health, safety or welfare of the public;

WHEREAS, the sale, possession, and use of safe and sane fireworks and dangerous fireworks continues to increase within the City limits;

WHEREAS, safe and sane fireworks and dangerous fireworks pose a serious risk to the public’s safety given the risk of severe bodily injury, property damage and loss, and fire concerns;

WHEREAS, The State Fireworks Law contained within Section 12500 of the Health and Safety Code (“HSC”) authorizes local jurisdictions to enact ordinances, develop uniform fine procedures, and conduct enforcement to administer the State-wide ban on dangerous fireworks;

WHEREAS, the City recognizes the need to amend current provisions to adopt further restrictions and increase penalties for the sale, possession, and use of dangerous fireworks;

WHEREAS, the preservation of City community safety, health, welfare, aesthetics and character requires amendments to the Duarte Municipal Code to regulate the sale, possession, and use of fireworks within the City; and,

WHEREAS, the City desires to continue improving its processes to provide for effective, fair and efficient enforcement of the Duarte Municipal Code to enhance public health, safety and welfare, and to preserve the community.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

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

SECTION 2: Chapter 15.05 of the Duarte Municipal Code is deleted and replaced in its entirety as follows:

“Chapter 15.05 Fireworks.

15.05.010 Purpose and intent.

It is the City's responsibility to promote the health, peace, safety, and welfare of all persons within the City. Safe and sane fireworks and dangerous fireworks pose a serious risk to the public's safety given the risk of severe bodily injury, property damage and loss, and fire concerns. To protect against these risks, the City must place restrictions on the sale, possession, and use of all fireworks.

15.05.020 Definitions.

The following words and phrases, wherever used in this Chapter shall be construed as follows:

"Dangerous fireworks" shall mean "dangerous fireworks" as defined in California Health and Safety Code Sections 12505 and 12561, and the relevant sections of Title 19, California Code of Regulations, and Subchapter 6, which are hereby incorporated by reference.

"Enforcement officer" means any officer charged with enforcement of any provision of this Code.

"Fireworks" shall refer to "safe and sane fireworks" and "dangerous fireworks" collectively.

"Safe and sane fireworks" shall mean "safe and sane fireworks" as set forth in California Health and Safety Code Sections 12529 and 12562 and the relevant sections of Title 19, California Code of Regulations, Subchapter 6, which are hereby incorporated by reference, as those provisions may be amended from time to time.

15.05.030 Prohibition against the sale, possession, and use of fireworks.

(a) Safe and sane fireworks. Except as otherwise provided in this Chapter, the sale, use, or possession with the intent to use or otherwise discharge safe and sane fireworks within the City is prohibited. The enforcement officer is responsible for determining intent to use or otherwise discharge the safe and sane firework(s) and may analyze a variety of factors to establish such intent, including but not limited to: place, time, and date of possession, possession of sources of ignition, possession or presence of previously discharged fireworks, and past violations.

(b) Dangerous fireworks. Except as otherwise provided in this Chapter, the sale, possession, or use of any dangerous fireworks within the City is prohibited.

(c) Any property owner or person in control of property who allows a person to sell, offer to sell, or discharge any fireworks that are not expressly permitted by this Chapter on such property shall be in violation of this Chapter, irrespective of such person's intent, knowledge or negligence, said violation hereby being expressly declared a strict liability offense.

15.05.040 Public fireworks displays.

Notwithstanding any other provision of this Chapter, the City Council, in its discretion, may grant permits for public displays of fireworks under the supervision of the fire chief and/or the fire chief's designee. Applications for such permits shall be filed with the fire chief not less than ten days before such public display and shall be accompanied by a detailed statement of the

items of such proposed display. If such permit is granted, no items shall be displayed except as are contained in such statement and the City Council may, in granting such permit, eliminate from the statement such items as it deems hazardous and it is unlawful for the grantee of such permit to exhibit or display such eliminated items. The fee for such permit shall be determined by the City Council via resolution.

15.05.050 Penalties for violations.

(a) Whenever an enforcement officer determines that a violation of this Chapter has occurred, the enforcement officer shall have the authority to issue an administrative citation to any person responsible for the violation pursuant to the following:

(1) Safe and sane fireworks. Administrative citations issued pursuant to this Chapter for violations relating to safe and sane fireworks shall carry administrative fines of one thousand dollars per incident of violation of this Chapter.

(2) Dangerous fireworks. The imposition of fines for violations of this Chapter relating to dangerous fireworks shall be limited to persons who sell, possess, use and/or display less than twenty-five pounds (gross weight) of such dangerous fireworks. Violations relating to dangerous fireworks shall carry administrative fines and disposal charges to be reimbursed to the State Fire Marshall for dangerous fireworks seized by the City as set forth below.

Number of Offenses in a One-Year Period	Amount of Administrative Fine	Disposal Charge	Total Amount of Fine (Not Including Any Late Charges or Interest)
First	\$1,250.00	\$250.00	\$1,500.00
Second	\$4,000.00	\$1,000.00	\$5,000.00
Third	\$8,000.00	\$2,000.00	\$10,000.00

(b) Causing, aiding, abetting, or permitting a violation of any provision of this Chapter shall also constitute a violation of this Chapter.

(c) Violations of this Chapter may also be cited as criminal misdemeanor violations in accordance with Chapter 1.04.

(d) Any violation of this Chapter is deemed to be a public nuisance and may be abated pursuant to any provisions in this Code and all applicable laws.

(e) Each and every incident or portion thereof, during which a violation of any provision of this Code is committed, continued, or permitted shall constitute a new and separate offense. The City may enforce any violation of this Code by any and all means available by law, including but

not limited to, civil enforcement through such means as a restraining order and nuisance abatement action for relief such as preliminary or permanent injunction, criminal enforcement, and administrative enforcement.

(f) These remedies are intended to be cumulative and may be used in conjunction with or in lieu of each other remedy.

15.05.060 Provisions supplementary.

The provisions of this Chapter are supplementary to the provisions of the fire code of the County of Los Angeles adopted by reference in Chapter 15.04 and as may be amended from time to time. In case of direct conflict between the provisions of the fire code of the county and the provisions of this Chapter, the provisions of this Chapter shall prevail. Except with respect to such direct conflict, the provisions of the fire code of the county shall remain in full force and effect.

SECTION 3: If any section or provision of this Ordinance is for any reason held to be invalid, unconstitutional, illegal, or unenforceable by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, then such section or provision shall be severed and shall be inoperative, and the remainder of this Ordinance shall remain in full force and effect. The City Council declares that it would have adopted each section of this Ordinance independent of the other sections.

SECTION 4: The City Council finds that this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 150660(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Therefore, no environmental assessment is required or necessary.

SECTION 5: This Ordinance shall become effective thirty (30) days following its second reading.

APPROVED AND ADOPTED THIS ____ DAY OF _____ 2025.

Cesar A. Garcia
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Frances Jimenez
Interim City Clerk

State of California)
County of Los Angeles)
City of Duarte)

I, Frances Jimenez, Interim City Clerk of the City of Duarte, do hereby certify that the forgoing Ordinance was duly adopted by the City Council at a meeting held on the __ day of _____ 2025, by the following votes:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Frances Jimenez
Interim City Clerk