



CITY OF CRESCENT CITY
INFORMAL SOLICITATION FOR PROPOSALS
FOR
FRONT STREET GATEWAY IMPROVEMENTS PHASE 1C
LABOR COMPLIANCE OFFICER
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
GRANT NO. 23A-CDBG-20003

RFP NO. 2025-1002.33LC

RELEASE DATE: August 4, 2025
CLOSING DATE: **August 27, 2025 at 2:00 p.m. PST**
RFP NUMBER: 2025-1002.33LC
CONTACT PERSON: David Yeager, Public Works Director
City of Crescent City
377 J Street
Crescent City, CA 95531
(707) 464-7483 x. 227
dyeager@crescentcity.org

All proposals must be received by 2:00 p.m. PST on August 27, 2025, at the address listed above, by mail, in person, or by email.

The City will not be responsible for late or lost proposals or accept proposals that fail to be delivered to the specified email address by the specified date and time. All proposals and any accompanying documentation become the property of the City of Crescent City and will not be returned.

INFORMAL SOLICITATION FOR PROPOSALS
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I. INTRODUCTION

The City of Crescent City is requesting proposals from qualified firms for Labor Compliance monitoring and reporting for the Front Street Gateway Improvements Phase 1C construction project. This project is funded through the Community Development Block Grant (CDBG) program and the Clean California Local Grant Program.

The RFP process is intended to select the firm that presents the proposal most advantageous to the City taking into consideration the firm's qualifications, experience, proposed work plan, and cost reasonableness.

The City of Crescent City has the right to determine in its sole discretion which proposal is most advantageous to the City considering all the evaluation criteria outlined herein. This solicitation does not commit the City of Crescent City to award a contract, to pay any cost incurred with the preparation of a proposal, or to procure or contract for services or supplies.

Firms on the Federal Consolidated List of Debarred, Suspended, and Ineligible contractors are not eligible for this project.

II. DEADLINE FOR SUBMISSION

Firms interested in responding must submit one (1) electronic copy of their proposal to dyeager@crescentcity.org, cvanhook@crescentcity.org, and aleighton@crescentcity.org. Proposals received after the Proposal Deadline will not be accepted.

III. BACKGROUND

Crescent City is located in Del Norte County along the Northern California Coast approximately 15 miles south of the Oregon border. The City of Crescent City has been awarded funding under the State of California Community Development Block Grant Program (CDBG). This CDBG grant will fund a Front Street Gateway Improvement Project which requires labor standards compliance monitoring. The project has an

estimated budget of \$5,000,000.00 and is expected to take 500 working days. The City is seeking qualified proposals from consultants who can conduct labor standards compliance monitoring and will execute a contract for these services.

The purpose of labor standards compliance monitoring is to ensure that each worker is paid a fair and equitable wage in accordance with all appropriate federal, state, local regulations applicable to the CDBG program and the Clean California Local Grant Program. The selected consultant will perform all tasks relevant to monitoring the labor standards of the contractors and sub-contractors for the specified contract period of this project.

The selected consultant will also be tasked with reviewing the construction project's specifications to ensure that all legally required labor provisions are contained within the notice inviting bids as well as conducting the mandatory pre-construction labor compliance meeting with the contractor.

IV. SCOPE OF SERVICES

The selected firm shall provide the following labor compliance monitoring and reporting services:

- A. Project Specifications:** Review of the project specifications to ensure compliance with the requirements of the CDBG Program and the Clean California Local Grant Program.
- B. Pre-Construction Meeting:** Participation with the City in dissemination of information related to Davis-Bacon Act standards and CDBG Program / Clean California Local Grant Program requirements with the contractor prior to commencement of construction work.
- C. Labor Compliance Monitoring:** Monitoring and auditing of labor standards compliance under the Davis-Bacon Act, the California Labor Code, CDBG Program, Clean California Local Grant Program and other local, state, and federal requirements including, but not limited to:
 - 1. Obtain applicable state and federal wage classification decisions as applicable;
 - 2. Review pertinent provisions of collective bargaining agreements (if any);
 - 3. Audit payroll and benefit records and certified wage submissions on a weekly basis to evaluate compliance with Davis-Bacon requirements;
 - 4. Audit Davis-Bacon additional recordkeeping and other requirements;
 - 5. Attend the pre-construction conference to provide the Contractor and any sub-contractors with contractor labor compliance handouts, applicable wage rate information and other pertinent documents;

6. Provide technical assistance to contractors, if needed, related to Davis-Bacon labor standard requirements;
 7. Workers must be paid weekly, that deductions from their pay are permissible and that contractors keep and submit weekly payrolls and Statement of Compliance with the Copeland Anti-Kickback Act of 1986 (41 U.S.C. 51-58);
 8. Workers must be paid in compliance with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702), which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week; and
 9. Contractor compliance with HUD Section 3 requirements.
- D. Documentation:** Document compliance with requirements of this part.
 - E. Contractor Review:** When requested, provide weekly written contractor review summaries to the City, assess areas of noncompliance, and provide suggestions regarding method of correction to the City and contractor as needed.
 - F. Corrective Action Plan:** Monitor corrective action plans as needed.
 - G. Monthly Reports:** Provide monthly written reports to the City regarding CDBG-funded projects contractor compliance.
 - H. Annual and Quarterly Reports:** Provide other data and annual and quarterly reports as requested by the City, related to compliance with its CDBG projects labor standard requirements.
 - I. Delivery of Documentation:** Deliver all documents to the City at the end of the project.

V. FUNDING

The City has a maximum budget of \$75,000 for labor compliance services.

VI. CONTENTS OF PROPOSAL

Each submitted proposal shall contain the following information:

- A. FIRM INFORMATION:** Provide a brief introduction including the name and address of the proposing firm and name, title, address, telephone number and fax number of the person(s) authorized to represent the firm.
- B. PERSONNEL:** Identify the project manager, including the person's qualifications, roles and responsibilities. List all personnel who will be working on the project and a brief resume. Identify the role for each person assigned to the project.

- C. **METHODOLOGY**: Description of work and overall approach, specific techniques that will be used and specific administrative and operations expertise to be used.
- D. **WORK PLAN AND WORK SCHEDULE**: Description of activities and tasks, and their delivery schedule.
- E. **SUBCONTRACTS**: Identify all subcontracts that are to be used, description of each, and the work by each subconsultant/subcontractor. No work must be subcontracted unless listed in the proposal. Provide resumes for subconsultants.
- F. **RELATED WORK EXPERIENCE AND QUALIFICATIONS**: Provide a statement of qualifications and illustrations of your firm's involvement with labor compliance for CDBG projects. Provide specific information concerning your firm's experience.
- G. **CONFLICT OF INTEREST STATEMENT**: Proposing firm must disclose all current clients who may have a financial interest in the outcome of this contract or the construction project. The proposing firm must also disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.
- H. **STANDARD AGREEMENT**: Indicate if the proposing firm has any issues or needed changes to the standard agreement included as Attachment 1.
- I. **COST PROPOSAL**: The proposal shall include a not-to-exceed cost proposal for all services in the proposal as well as hourly rates for all personnel. The cost proposal will be evaluated based upon its reasonableness for the services described in the proposal as well as whether it falls within the CITY's specified budget.

VII. EVALUATION CRITERIA & SELECTION

The City will evaluate each submitted proposal based on the following criteria: experience with similar projects completed in the last 5 years, qualifications of personnel, methodology for completing the scope of work, reasonableness of the cost proposal.

CITY staff will review all proposals and evaluate them on the criteria listed above. CITY will select the proposing firm whose proposal provides the best value to the CITY after considering all the evaluation criteria.

VIII. ATTACHMENTS:

Attachment 1 – Form of Contract

ATTACHMENT 1 – FORM OF AGREEMENT

CITY OF CRESCENT CITY PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement") is made and entered into by the City of Crescent City, a California municipal corporation ("CITY") and _____ ("CONSULTANT"), for the provision of labor compliance officer services for the Front Street Gateway Improvements Phase 1C Project funded by CDBG Program Grant No. 23A-CDBG-20003 and the Clean California Local Grant Program.

RECITALS

WHEREAS, CITY has determined that it is necessary and desirable to secure certain technical and professional services; and

WHEREAS, the scope of work for said services (hereinafter "Project") is attached hereto as Exhibit "A" and hereby incorporated by reference; and

WHEREAS, CONSULTANT is qualified and willing to provide such services pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, IT IS AGREED by and between CITY and CONSULTANT as follows:

1. INCORPORATION OF RECITALS. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. SCOPE OF SERVICE.

(a) Services to be Furnished. The CONSULTANT will perform the services set forth in Exhibit "A" attached hereto and incorporated herein by reference.

(b) Schedule for Performance. CONSULTANT must perform the services identified in Exhibit A as expeditiously as is consistent with generally accepted standards of the profession and with the appropriate care and the orderly progress of work per the requirements of the Department of Housing and Community Development CDBG Program.

(c) Standard of Quality. All work performed by CONSULTANT under this Agreement must be in accordance with all applicable legal requirements and must meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT'S field of expertise.

(d) Compliance With Laws. CONSULTANT must comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. CONSULTANT represents and warrants to CITY that CONSULTANT will, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for CONSULTANT to practice its profession or are necessary and incident to the lawful prosecution of the services it performs under this Agreement.

(e) Reporting. CONSULTANT must provide regular reports to CITY regarding work progress. Reports to be submitted to granting agency must be provided to CITY in a reasonable time to allow for review and corrections prior to submittal to the granting agency in compliance as follows:

- (i) CONSULTANT must provide Monthly Financial Status Reports per forms and instructions provided by CITY. Such reports are due no later than the fifteenth (15th) of each month following the end of the prior month. Invoices submitted for services are to coincide with the period of the Financial Status Report and shall include the following information:
- (ii) Fee for services pursuant to the schedule.
- (iii) Other information as may be mutually agreed upon by the parties or required by CDBG.

3. COMPENSATION.

(a) Schedule of Payment. The compensation and terms of payment to be paid by CITY to CONSULTANT for the services rendered hereunder will be in accordance with Exhibit "B", attached hereto and incorporated herein by this reference. It is expressly agreed and understood that the total fee to be paid by CITY under this contract is not-to-exceed _____ Dollars (\$_____).

(b) Additional Services. CITY will make no payment to CONSULTANT for any extra, further, or additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 7.

(c) Invoicing and Payment. CONSULTANT must submit monthly invoices identifying the service provided and time allocated to each task performed. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts. CITY will make payment within 30 days of receipt of invoice for all undisputed amounts.

(d) Payment at Termination. CITY must submit final payment for all work performed to the date of termination to CONSULTANT within 30 days of receipt of the final invoice.

4. ACTIVITY REVIEW AND COMMENT. CONSULTANT must provide CITY with monthly reports for services described in Exhibit A. CONSULTANT must be available to meet with CITY upon request to discuss the reports and activities.

5. TERM OF AGREEMENT. This Agreement is effective as of the date of execution will expire upon completion of the services required herein, unless amended pursuant to Section 7, or terminated pursuant to Section 6.

6. TERMINATION.

(a) Both the Parties have the right to terminate this Agreement for any reason, at any time, by serving upon the other Party thirty (30) calendar days' advance written notice of termination. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the Party at the address indicated in Section 11.

(b) If either Party materially defaults in the performance of any of its duties or obligations under this Agreement, the Party in default either (1) must substantially cure the default within thirty (30) days after written notice is given to the defaulting Party specifying the default; or (2) with respect to those defaults which cannot reasonably be cured within thirty (30) days, must commence curing said default within thirty (30) days, proceed with all due diligence, and substantially cure the default within ninety (90) days. If the defaulting party is unable to do so, the Party not in default may, by giving written notice of termination to the defaulting Party, terminate this Agreement as of a date specified in the notice of termination (the "Termination Date"), such Termination Date being subsequent to the date of the notice of termination.

(c) If either Party issues a notice of termination, CONSULTANT must deliver to CITY copies of all writings, whether or not completed, which were prepared by CONSULTANT, its employees, or its subcontractors, if any, pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostatting, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, or combinations thereof.

7. AMENDMENTS. Modifications or amendments to the terms of this Agreement must be in writing and executed by both parties to be valid and enforceable. State approval is required for any Amendments.

8. NONDISCLOSURE OF CONFIDENTIAL INFORMATION. CONSULTANT must not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of CITY without the prior written consent of CITY.

9. DISCLOSURE. CONSULTANT must provide CITY with full disclosure of any other clients that it is currently serving in Del Norte County, including a brief description of the nature of the work being performed. If CONSULTANT initiates service to new clients within Del Norte County during the term of this Agreement, CONSULTANT must disclose such service to CITY. CONSULTANT may be

excused from this disclosure requirement if the client demands confidentiality and the work does not prevent a conflict of interest for CONSULTANT.

10. INDEPENDENT CONTRACTOR. In the performance of the services in this Agreement, CONSULTANT is an independent contractor and is not an agent or employee of CITY. CONSULTANT, its officers, employees, agents, and subcontractors, if any, have no power to bind or commit CITY to any decision or course of action, and must not represent to any person or business that they have such power. CONSULTANT has the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CONSULTANT in the performance of said service hereunder. CONSULTANT is solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

11. NOTICE. Any notices or other communications to be given to either party under this Agreement must be in writing, delivered to the addresses set forth below, and will be effective, as follows:

(a) By personal delivery: Effective upon receipt by the addressee; or

(b) By facsimile: Effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile; or

(c) By certified U.S. mail, return receipt requested: Effective 72 hours after deposit in the mail (except as otherwise provided in Section 6(a)).

IF TO CITY:	IF TO CONSULTANT:
City of Crescent City Attn: City Manager 377 J Street Crescent City, California 95531 Phone: (707) 464-7483 ext. 10 FAX: (707) 465-1719	 Phone: FAX:

Either party may change its address for notice purposes by complying with the notice procedures in this Section.

12. OWNERSHIP OF MATERIALS. CITY is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. At any time during the term of this Agreement, at the request of CITY, CONSULTANT must deliver to CITY copies of all writings, records, and information created or maintained pursuant to this Agreement. The term "writings" in this Section has the same definition as provided in Section 6(b). Any forms, software, and/or services provided and created by the CONSULTANT will remain the property of the CONSULTANT. All documents or work created using these systems will remain the property of CITY.

13. DUTIES OF THE CITY. The CITY must provide the CONSULTANT with all program files, records, and information pertinent to services to be performed hereunder. The CITY is responsible for monitoring CONSULTANT for conformity with grant requirements and must promptly notify CONSULTANT of any fault or defect in the performance of CONSULTANT'S services hereunder.

14. BINDING AGREEMENT. This Agreement binds the successors of CITY and CONSULTANT in the same manner as if they were expressly named herein.

15. WAIVER.

(a) Effect of Waiver. Waiver by either party of any default, breach, or condition precedent may not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement.

(b) No Implied Waivers. The failure of either party at any time to require performance by the other party of any provision hereof will not affect in any way the right to require such performance at a later time.

16. NONDISCRIMINATION.

(a) In General. CONSULTANT must not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, ancestry, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions, gender identity, gender expression, age (40 and above), marital status, sexual orientation, denial of family and medical care leave, medical condition, genetic information, physical or mental disability (including HIV and AIDS), military or veteran status, denial of pregnancy disability leave or reasonable accommodation.

(b) Compliance With Laws. CONSULTANT must comply with all federal and state anti-discrimination and civil rights laws.

(c) Posting Requirements. CONSULTANT agrees to post in conspicuous places, available to all employees and applicants for employment, notices that CONSULTANT will provide an atmosphere for employees, clients, and volunteers that is free from harassment or discrimination on the bases set forth in subsection 16(a).

17. INSURANCE.

(a) Required Coverage. CONSULTANT, at its sole cost and expense, must obtain and maintain in full force and effect throughout the entire term of this Agreement the following described insurance coverage:

	<u>Policy Type</u>	<u>Minimum Limits of Coverage</u>
(i)	Workers' Compensation	Per California Law
(ii)	Employer's Liability	\$1,000,000 per accident for BI/Disease
(iii)	Comprehensive Automobile ISO Form # CA 0001	\$1,000,000 per accident for BI/PD CSL, Code I – All autos
(iv)	Commercial/Comprehensive General Liability ISO Form # CG 001 01	\$1,000,000 per occurrence for BI/PD, including products completed, personal injury and advertising injury
(v)	Professional Liability (E&O)	\$1,000,000 CSL

(b) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by CITY.

(c) Required Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (i) For any claims related to this Project, the CONSULTANT'S insurance coverage will be primary insurance as respects CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers will be in excess of the CONSULTANT'S insurance and will not contribute to it; and
- (ii) CITY, its officers, officials, employees and volunteers are to be covered as additional insureds.

(d) Claims-Made Policies. If any required policy is a claims-made policy, the policy must contain language providing coverage up to 12 months following the completion of the Project in order to provide insurance coverage for the hold harmless provisions herein.

(e) Verification of Coverage. CONSULTANT must provide copies of all required insurance declarations, at the CITY's discretion, either upon request or prior to commencement of work.

(f) Notice of Cancellation. Each insurance policy required by this Section must be endorsed to state that coverage may not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after giving CITY 30 days' prior written notice (10 days for non-payment of premium) by certified mail, return receipt requested.

(g) Lack of Coverage. In the event any required policy is canceled prior to the completion of the Project and CONSULTANT does not furnish a new Certificate of Insurance prior to cancellation, CITY may obtain the required insurance and deduct the premium(s) from contract monies due to CONSULTANT.

18. WORKERS' COMPENSATION.

(a) Covenant to Provide. CONSULTANT warrants that it is aware of the provisions of the California Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

(b) Waiver of Subrogation. CONSULTANT agrees to waive all rights of subrogation against CITY, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT'S workers' compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

19. INDEMNIFICATION. CONSULTANT agrees to indemnify, defend and save harmless CITY, its elected and appointed officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all contractors, subcontractors, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged resulting from any wrongful acts, errors and omissions, or negligence of CONSULTANT, its agents and employees, pertaining to the performance of this Agreement. CONSULTANT'S liability arising out of the performance of its obligations hereunder shall be limited to the fees paid by CITY to CONSULTANT for services contemplated by this Agreement. This liability limitation shall not apply to claims made by any third party, nor shall it apply in the event of the willful misconduct or gross negligence of CONSULTANT, its managers, employees or agents.

20. CONFLICT OF INTEREST. CONSULTANT must exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with CITY'S interest. CONSULTANT must immediately notify CITY of any and all violations of this Section upon becoming aware of such violation.

21. TIME OF THE ESSENCE. CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described in Section 2.

22. SEVERABILITY. If a court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provision of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.

23. GOVERNING LAW AND CHOICE OF FORUM. This Agreement will be administered and interpreted under California law as though written by both parties. Any litigation arising from this Agreement must be brought in California Superior Court in and for Del Norte County.

24. COSTS AND ATTORNEYS' FEES. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. NO ASSIGNMENT. This Agreement and any amendments hereto are not assignable by CONSULTANT either voluntarily or by operation of law without the prior written consent of CITY.

26. MISCELLANEOUS PROVISIONS.

(a) Review of Records/Record Retention. CONSULTANT must maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until five (5) years after the final payments under this Agreement are made to CONSULTANT, or the resolution of any audits or lawsuits, whichever is later. At the end of the Agreement all documents and recipient files will be forwarded to the CITY.

(b) Other Federal and State Regulations. CONSULTANT must comply with all applicable Federal and State requirements, particularly those described in Exhibit "C" to this Agreement, which is incorporated herein by this reference.

(c) Other Insurance Requirements. CONSULTANT must maintain, if legally required, unemployment and disability insurance reasonable to compensate for injuries or damages related to the activities of this Agreement.

(d) State and Federal Monitoring. The State of California, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Office of the Inspector General, or any of their duly authorized representatives, must be allowed access to any books, documents, papers, and records of CONSULTANT or any subcontractor which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions from such records including, but not limited to, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this

Agreement. Such access must be granted at any time during normal business hours and as often as deemed necessary by the requesting party.

(e) Russian Sanctions. On March 4, 2022 Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> . As a CITY contractor, compliance with the economic sanctions imposed in response to Russia's action in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in termination of this Agreement.

27. SURVIVAL. Paragraphs 8, 12, 16, 17, 19, 23, 24, 26 of this Agreement shall survive the termination of this Agreement to the extent necessary to effectuate the terms contained herein.

28. AUTHORIZATION TO EXECUTE. The signatories to this Agreement hereby represent and warrant that they have been duly authorized to legally bind and execute this Agreement on behalf of their respective parties.

29. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with California's Uniform Electronic Transactions Act Cal. Civ. Code 1633.1, et seq.) or other transmission methods, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE – PROFESSIONAL SERVICES AGREEMENT
LABOR COMPLIANCE OFFICER SERVICES

Executed by CITY and CONSULTANT on this ____ day of _____, 2025 at Crescent City, California.

CITY OF CRESCENT CITY:

Date: _____

Eric Wier, City Manager

APPROVED AS TO FORM:

Martha D. Rice, City Attorney

CONSULTANT:

Fed. Id#

By:
Its:

Exhibit A: Scope of Services

CONSULTANT will perform the following labor compliance monitoring and reporting services:

- A. Project Specifications:** Review of the project specifications to ensure compliance with the requirements of the CDBG Program and the Clean California Local Grant Program.
- B. Pre-Construction Meeting:** Participation with the City in dissemination of information related to Davis-Bacon Act standards and CDBG Program / Clean California Local Grant Program requirements with the contractor prior to commencement of construction work.
- C. Labor Compliance Monitoring:** Monitoring and auditing of labor standards compliance under the Davis-Bacon Act, the California Labor Code, CDBG Program, Clean California Local Grant Program, and other local, state, and federal requirements including, but not limited to:
 - 10. Obtain applicable state and federal wage classification decisions as applicable;
 - 11. Review pertinent provisions of collective bargaining agreements (if any);
 - 12. Audit payroll and benefit records and certified wage submissions on a weekly basis to evaluate compliance with Davis-Bacon requirements;
 - 13. Audit Davis-Bacon additional recordkeeping and other requirements;
 - 14. Attend the pre-construction conference to provide the Contractor and any sub-contractors with contractor labor compliance handouts, applicable wage rate information and other pertinent documents;
 - 15. Provide technical assistance to contractors, if needed, related to Davis-Bacon labor standard requirements;
 - 16. Workers must be paid weekly, that deductions from their pay are permissible and that contractors keep and submit weekly payrolls and Statement of Compliance with the Copeland Anti-Kickback Act of 1986 (41 U.S.C. 51-58);
 - 17. Workers must be paid in compliance with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702), which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week; and
 - 18. Contractor compliance with HUD Section 3 requirements.
- D. Documentation:** Document compliance with requirements of this part.
- E. Contractor Review:** When requested, provide weekly written contractor review summaries to the City, assess areas of noncompliance, and provide suggestions regarding method of correction to the City and contractor as needed.
- F. Corrective Action Plan:** Monitor corrective action plans as needed.
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- H. Annual and Quarterly Reports:** Provide other data and annual and quarterly reports as requested by the City, related to compliance with its CDBG projects labor standard requirements.
- I. Delivery of Documentation:** Deliver all documents to the City at the end of the project.

Exhibit B: Compensation

Compensation. CONSULTANT will be compensated according to the following fee schedule in an amount not-to-exceed \$_____.

Exhibit C: Required Contract Language

For this Exhibit, the term “contractor” is defined as CONSULTANT and the term “contract” is defined as the Agreement for Professional Services between the City of Crescent City and CONSULTANT. During the performance of this contract, Contractor (including all subcontractors) must comply with all applicable state and federal laws and regulations, including but not limited to the following:

PART I: Department of Housing and Community Development Required Contract Language (CDBG)

C-1. NON-DISCRIMINATION CLAUSES:

- (a) STATE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- (b) FEDERAL: The Contractor shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program or Project.

Contractor shall include the nondiscrimination and compliance provisions of these clauses in all subcontracts to perform work under the Agreement.

C-2. CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

No member, officer, or employee of the CITY, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. This provision shall be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

C-3. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

The Contractor agrees that it will comply with the Copland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this contract, the Copland "Anti-Kickback" Act make is unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or part in part by the Unites States, to give up any part of the compensation to which that person is entitled under a contract of employment.

C-4. FEDERAL LABOR STANDARDS PROVISIONS – PREVAILING WAGE STATEMENT:

This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in the Bid Document. This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is available online at <http://www.dir.ca.gov/dlsr/> or by contacting the Awarding Body for this contract.

C-5. STATE LABOR STANDARD PROVISIONS:

All contractors and subcontractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of the code. All

contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime. Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay. All primary contractors and subcontractors who are listed on a bid proposal for a public works project must be registered with the Department of Industrial Relations. This is in accordance with Labor Code section 1771.1(a). No primary contractor or subcontractor can be awarded a public works contract unless registered with the Department of Industrial Relations (Labor Code section 1725.5). Link for registration and additional information is provided below: Public Works Contractors (dir.ca.gov).

C-6. DEBARMENT AND SUSPENSION:

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide

Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. CONSULTANT certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

C-7. REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

Subrecipients, Contractors and other recipients of HCD awarded grant funds shall submit reports at specific intervals (monthly, quarterly, semi-annually, or annually) as required by the grant or as requested by HCD. The reports shall collect information necessary for the subrecipient or contractor to report to HCD on:

- the overall status of the grant;
- the status of performance measures;
- beneficiary characteristics as required by the grant;
- the overall financial status;
- program income received during the reporting period;
- and other information as requested by HCD.

C-8. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT:

The contractor shall affirm that no person on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Housing and Community Development Act. Furthermore, the Contractor shall not discriminate in any way on the basis of age or on the basis of disability.

C-9. AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the City, the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the City, the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor will keep adequate records and supporting documentation, which concern or reflect its services rendered under this agreement. Records subject to the provisions of California or local public records laws must be kept in accordance with those laws, rules, or regulations. All records and documentation will be retained by Contractor until the CITY has advised that records are no longer required to be stored.

Upon completion of or termination of this agreement, the Contractor may transfer, at no cost, to the CITY all public records in possession of the selected firm related to the completion of the services rendered under this agreement and shall destroy duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the City all original records and related documentation.

PART II: Clean California Local Grant Program

Required Contract Language

C-10. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

During the performance of this Contract, Contractor agrees as follows:

- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- (d) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (f) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

C-11. REHABILITATION ACT OF 1973:

The Contractor further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Contractors, subcontractors, manufacturers, and suppliers with fifteen (15) or more permanent full or part time employees, the local designation for a specific person charged with local enforcement of this Act, as the "504 Coordinator."

C-12. AMERICANS WITH DISABILITIES ACT:

Contractor agrees that during the course of performing work under this project, it will fully comply with the applicable provisions of the American with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

C-13. ACCOUNTING AND RECORDS RETENTION:

The Contractor must use an accounting system that conforms to Generally Accepted Accounting Principles (GAAP) and enables the determination of incurred costs at interim points of completion and provides support for reimbursement payment vouchers or invoices. All accounting records, books, records, accounts, documentation, and all other materials pertaining to performance under

this Agreement must be maintained for a minimum of three (3) years from the date of final payment to Contractor and shall be held open to inspection, copying and audit by representatives of the Owner, Caltrans, the California State Auditor, and auditors representing the federal government, during reasonable times at Contractor's office.

C-14. EMPLOYMENT RECORDS AND RETENTION:

Contractor must permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by Caltrans, for the purpose of any investigation to ascertain compliance with grant agreement between Owner and Caltrans. These records must also be maintained for a minimum of three (3) years from the date of final payment to Contractor.

C-15. COST PRINCIPLES:

Contractor agrees that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. shall be used to determine the allowability of individual cost items and (b) to comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to the extent applicable.

C-16. IRAN CONTRACTING ACT AND STATE OF CALIFORNIA EXECUTIVE ORDER N-6-22 CERTIFICATION:

Contractor certifies that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-ListFolder/List-of-Ineligible-Businesses>)

C-17. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION:

Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any Crescent City employee. For breach or violation of this warranty, Crescent City shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

C-18. CONFLICT OF INTEREST:

- a. GENERAL: If the Contractor violates any provisions of the following Sections, such actions by the Contractor will render this Agreement void. (Public Contracts Code Section 10420).
- b. CURRENT STATE EMPLOYEES: (Public Contracts Code Section 10410)
 - i. No officer or employee may engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the

employment, activity or enterprise is required as a condition of regular State employment.

- ii. No officer or employee may contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

c. **FORMER STATE EMPLOYEES:** (Public Contracts Code Section 10411)

- i. For the two-year period from the date, he or she left State employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency.
- ii. For the twelve-month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by the State agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving State service.

C-19. ELIGIBLE WORKERS:

The Contractor must ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324a). The Contractor shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any subcontract awarded under this contract. Contractor agrees to make these forms available in accordance with the access to records and record retention provisions of this contract.

C-20. OFFER OF ASSIGNMENT OF ANTITRUST ACTIONS:

As provided by Sections 4550 and 4552 of the California Government Code, Contractor assigns to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services provided by Contractor to the City. Such assignment is made and becomes effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

C-21. PER DIEM RATES AND TRAVEL EXPENSES:

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to the Contractor and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/> . Also see website for summary of travel reimbursement rules.

C-22. INTELLECTUAL PROPERTY:

- (a) INVENTIONS: Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made by Contractor and/or a subcontractor during the term of this Agreement and in performance of any work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of work issued under this Agreement. Contractor and any subcontractor hereby grant the City and Caltrans Government Purpose Rights to any invention created as a result of the work performed under this Agreement. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside Caltrans for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.
- (b) GENERALLY: To the extent any intellectual property is created or produced for under this Agreement, and not covered in other provisions herein, Contractor agrees to take reasonable steps to ensure that the City and Caltrans have the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this Agreement.

C-23. AVOIDANCE OF INFRINGEMENT:

Contractor and subcontractors must agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If Contractor or a subcontractor becomes aware of any such possible infringement in the course of performing any work under this Agreement, then the Contractor or subcontractor must immediately notify the City in writing, and the City will then immediately notify Caltrans in writing.