

**CITY OF POMONA
AGREEMENT FOR CONSTRUCTION MANAGEMENT
AND FEDERAL LABOR COMPLIANCE SERVICES**

(NEIGHBORHOOD SERVICES DEPARTMENT, HOUSING SERVICES DIVISION)

1. PARTIES AND DATE.

This Agreement for Construction Management and Federal Labor Compliance Services ("Agreement") dated July 7, 2025 by and between the City of Pomona, a municipal corporation organized under the laws of the State of California ("City") and Z&K Consultants (Z&K), a California Corporation, with its principal place of business at 17130 Van Buren Blvd. #122, Riverside CA 92504 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain Construction Management and Federal Labor Compliance Services required by City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Construction Management and Federal Labor Compliance Services to clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City ("Services"). The services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be for a term of one year commencing on July 15, 2025 to July 14, 2026. The City has the option to extend the term of the Agreement for this project. Subject to performance, the City has the option to extend the term of this Agreement and retain the services of the Consultant for similar projects for a term of two (2) years, with another option to extend for two (2) additional one (1) year terms. The City reserves the right to review the Consultant's performance and cancel all or part of the Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee of City. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Consultant at the request of City. The key personnel for performance of this Agreement are as follows: Zach Faqih, Senior Construction Manager/Project Manager, Amber Garcia, Labor Compliance Office, and Anthony Flores, Senior Construction Manager (Alternate).

3.2.5 City's Representative. City hereby designates Maria Siacunco, Housing Services Manager, or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than City's Representative or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Crystal Fraire, President/Principal-In-Charge or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. Consultant's Representative shall supervise and direct the Services, using his or her best skill

and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by consultants in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the calling necessary to perform the services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "C" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as

applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "D" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Seventy-Seven Thousand Ninety Two Dollars and No Cents** (\$177,092.00) without written approval of the authorized City representative or the City Council, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and commensurate number of hours of Services rendered, date(s) when the work was rendered and hourly rate of Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Federal Labor Code Requirements. The Consultant is aware that the project is federally assisted, and is therefore subject to Davis-Bacon and Related Acts and Section 3 requirements.

(a) The Davis-Bacon Act (40 USC, Chapter 3, Section 276a-276a-5; and 29 CFR Parts 1,3,5,6 and 7) is triggered for contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work finance in whole or in part with federal funds. It governs the payment of wages and ratio of apprentices and trainees to journey workers, provided that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Consultant of its obligation, if any, to require payment of higher wage.

(b) The Copeland Anti-Kickback Act (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls.

(c) The Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Section 326-332; and 29 CFR Parts 4,5,6 and 8; 26 CFR Part 70 to 240) applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and on-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty (\$10 per day per violation).

(d) Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u) requires that employment and economic opportunities generated by Community Development financial assistance from one or more Housing and Urban Development (HUD) programs exceeding \$200,000 shall, to the greatest extent feasible, be directed to low-and very low-income persons (Section 3 workers or targeted Section 3 workers) and to eligible businesses (Section 3 Businesses).

The Consultant acknowledges that the projects covered by this Agreement are subject to compliance monitoring and enforcement by the Department of Housing and Urban Development and other relevant federal agencies. It shall be the responsibility of the Consultant to ensure that the City complies with these laws, including reporting requirements.

3.3.6 California Labor Code Requirements

(a) Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(b) If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the consultant registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(c) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of Services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

(a) Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(b) Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

(c) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Crystal Fraire, PE, President/Principal-In-Charge
Z&K Consultants
17130 Van Buren Blvd. #122
Riverside CA 92504
(951) 310-7470

City:

City of Pomona
Neighborhood Services Department, Housing Services Division
505 South Garey Avenue
Pomona, CA 91766
Attn: Maria Siacunco, Housing Services Manager
(909) 620-3789

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.5.5 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its officials, officers, employees, agents or volunteers. This Section 3.5.5 shall survive any expiration or termination of this Agreement.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

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

3.5.9 City's Right to Employ Other Consultants. City reserves the right to employ other Consultants in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.22 Employment Adverse to City. Consultant shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

3.5.23 Conflict of Employment. Employment by Consultant of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Consultant of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Consultant securing this or related Agreements with City, is prohibited.

3.5.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.5.25 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.26 Wage Theft Prevention

(a) Consultant, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, and the California Labor Code.

(b) BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONSULTANT OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONSULTANT AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONSULTANT OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

(c) If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Consultant shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Consultant or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Consultant or its subcontractor is subject to a payment or other alternative plan, the Consultant or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

(d) For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

(e) Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(f) Notice provided to the City shall be addressed to: Attention: Maria Siacunco, Housing Services Manager, City of Pomona, 505 South Garey Avenue, Pomona, CA 91766. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

3.6 Compliance with Federal Laws and Regulations

Grant funds shall be used strictly in accordance with the Department of Housing and Urban Development regulatory and program requirements, as applicable, set forth in Exhibit "E", attached hereto and incorporated therein.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 7th day of July, 2025.

CITY OF POMONA

Approved By:

Anita D. Scott, City Manager

Date

Approved as To Form:

City Attorney

ATTEST:

Rosalia Butler, City Clerk

Z&K CONSULTANTS (Z&K)

Signature

Crystal Fraire
Name

President/Principal-In-Charge
Title

Date

EXHIBIT "A"

SCOPE OF SERVICE

The consultant will commence with project management and labor compliance services upon execution of contracts with the selected contractor(s). The services shall include, but are not necessarily limited to, those items noted below. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultants bid.

A. CONSTRUCTION MANAGEMENT SERVICES

1. Develop a project timeline, with the selected contractor(s), to ensure project completion within the 90 consecutive days timeline;
2. Conduct pre-construction conferences; inter-agency and third party utility coordination; and progress meetings and reporting;
3. Assist in the development and implementation of procedures for providing effective rehabilitation services; monitor and ensure all necessary permits are obtained;
4. Coordinate with other City departments and divisions, outside agencies/organizations, the public, and government officials to facilitate implementation and completion of the projects;
5. Confer with contractors, in the field and office; explain and interpret requirements and restrictions;
6. Inspect progress of housing rehabilitation work performed to ensure compliance with specifications and related codes and regulations, and completion;
7. Address deviations and deficiencies identified during inspections; conduct final walk through of the projects;
8. The City of Pomona requires contractors to submit itemized invoices according to the Scope of Work, and further broken down by labor and material costs. In addition, the latter should be supported by material receipts. The consultants shall review vendor/contractor invoices and supporting documentation for completeness and accuracy to meet the City requirements; and recommend and/ or disapprove payments, as necessary.
9. Review any request for change order to ensure that there are necessary and reasonable to be supported by cost estimates; recommend approval by the City.
10. Maintain files and reports regarding inspection activities and the status of all rehabilitation projects; maintain concise records for all programs;
11. Assist with claims and disputes prevention and or mitigation;
12. Assist in the preparation of the project closeouts; ensure receipt of all closeout documents; including material warranties;
13. Be available to travel to different project sites and locations; and be available for on-call, stand-by, and emergency services.

B. FEDERAL LABOR STANDARD COMPLIANCE SERVICES

1. Conduct employee interviews on-site;
2. Verify and document posting of wage rate information and labor compliance posters at the various job-sites;
3. Examine Certified Payroll Reports (CPRs) on a continuous basis;
4. Follow-up with contractor, either by telephone or through certified mail, missing document submittals or payroll discrepancies;
5. Coordinate with City staff regarding withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements. In the same manner, if all documentation requirements have been submitted and there are no unresolved issues, notify City staff to proceed with payment request;
6. Receive, pursue, address, and document labor complaints; recommend action to be undertaken for contractors continuously failing to comply with requests and requirements;
7. Maintain Federal/State labor compliance file in conformance with applicable government requirements;
8. Submit, upon request by City staff, all available records, financial or otherwise, dealing with activities performed on the Federally-funded project;
9. Prepare various monitoring and reporting documents, as may be requested by City;
10. Assist the City staff with project file reviews conducted by authorized Federal and State agencies;
11. Submit the complete Federal labor compliance file to City for retention, upon completion of each project.

EXHIBIT “B”

SCHEDULE OF SERVICES

Rehabilitation of 252 E. 4th Street, Pomona, CA

The project involves the rehabilitation of a 12-unit, 9,312 square feet apartment building at 252 E. 4th Street, which is located in the City of Pomona. The work will involve rehabilitation to both the interior and exterior of the property, and abatement of asbestos and lead based paint hazards. The rehabilitation plans and specifications and the results of asbestos and lead based paint hazards testing are provided in Attachment “1” and Attachment “s”, respectively. Estimated cost to rehabilitate the project is \$5,411,712 (includes a 10% contingency).

Anticipated construction schedule for the project is below. Note that the schedule is tentative and is subject to change.

ANTICIPATED CONSTRUCTION SCHEDULE	
Award Construction Contract	August 1, 2025
Start of Construction	August 15, 2025
End of Construction (NLT)	November 15, 2025
Project Closeout	November 30, 2025

**EXHIBIT B
ATTACHMENT “1”**

**REHABILITATION
DETAILED PLANS AND SPECIFICATIONS
252 E. 4TH STREET, POMONA, CA**

**EXHIBIT B
ATTACHMENT "2"**

**RESULTS OF ASBESTOS TESTING AND
LEAD INSPECTION AND RISK ASSESSMENT
252 E. 4TH STREET, POMONA,CA**

EXHIBIT "C"

INSURANCE REQUIREMENTS

CONTRACTOR shall maintain throughout the duration of the term of the Agreement, Liability Insurance covering CONTRACTOR and designating CITY, including its elected or appointed officials, directors, officers, authorized agents, and employees, as additional insureds against claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of CONTRACTOR 's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that CONTRACTOR 's insurance policies shall be primary with respect to any claims related to or as the result of CONTRACTOR 's work. Any insurance, pooled coverage, or self-insurance maintained by CITY, its elected or appointed officials, directors, officers, authorized agents, and employees shall be non-contributory. The Additional Insured Endorsement shall not apply to the Professional Liability or Workers' Compensation Insurance requirement.

Professional Liability Insurance:

- | | | |
|----|-------------------|--|
| a. | General Aggregate | \$2,000,000 per claim and in the aggregate |
|----|-------------------|--|

General Liability:

- | | | |
|----|----------------------------------|-------------|
| a. | General Aggregate | \$2,000,000 |
| b. | Products Comp/Op Aggregate | \$2,000,000 |
| c. | Personal & Advertising Injury | \$1,000,000 |
| d. | Each Occurrence | \$1,000,000 |
| e. | Fire Damage (any one fire) | \$50,000 |
| f. | Medical Expense (any one person) | \$5,000 |

Workers' Compensation:

- | | | |
|----|----------------------------|------------------|
| a. | Workers' Compensation | Statutory Limits |
| b. | EL Each Accident | \$1,000,000 |
| c. | EL Disease - Policy Limit | \$1,000,000 |
| d. | EL Disease - Each Employee | \$1,000,000 |

Automobile Liability

- | | | |
|----|------------------------------------|-------------|
| a. | Any vehicle, combined single limit | \$1,000,000 |
|----|------------------------------------|-------------|

CONTRACTOR shall provide thirty (30) days advance notice to CITY in the event of cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to CITY thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY shall have the right but not the duty to obtain replacement insurance and to charge the CONTRACTOR for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONTRACTOR.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager.

EXHIBIT "D"

COMPENSATION

The City agrees to pay Consultant for Construction Management and Labor Compliance Services and Consultant agrees that fees charged for such services shall not exceed **\$177,092.00** be in accordance with the authorized amounts as follows:

TASK/CLASSIFICATION	Senior Construction Manager	Labor Compliance Officer	Total Cost
Hourly Rate	178.00	154.00	
Pre-Construction Services	12	10	\$3,676.00
Construction Services	720	270	\$169,740.00
Project Close Out	12	10	\$3,676.00
TOTAL HOURS	740	290	1,034
TOTAL	\$132,432.00	\$44,660.00	\$177,092.00

Reimbursable Expenses

Reimbursable expenses are to be billed at 0% markup and are inclusive of any other expenses outside of the scope of work that are requested and authorized in advance and in writing by the City, prior to incurring the expense.

EXHIBIT “E”

COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

As applicable, CONSULTANT agrees that it will comply with all applicable federal and state laws and will monitor CITY’s compliance with the following laws and regulations. CITY acknowledges and agrees that the Consultant shall neither have control over nor be responsible for CITY’s compliance with the following federal and state laws and regulations. The CITY has undertaken the following obligations:

1. Comply with the maximum per unit HOME subsidy amount required by HUD and further defined in 24 CFR 92.250.
2. Comply with the affordable housing requirements, rent limitations and periods of affordability as defined in 24 CFR 92.252.
3. Comply with the income targeting requirements as identify in 24 CFR 92.203.
4. Comply with the Housing Quality Standards, the Property Standards in 24 CFR 92.251, and with local codes, rehab standards, zoning ordinances, cost effective energy conservation, and effectiveness standards (24 CFR Part 39), and for new construction will meet the current edition of the Model Energy Code published by the Council of American Building Officials.
5. Comply with energy star program as per memorandum of understanding between the Environmental Protection Agency and HUD, signed on September 17, 2002.
6. Comply with the requirements of the Flood Disaster Protection ACT of 1973 (42 U.S.C. 4001-4128) and the Coastal Barrier Resources Act (16 U.S.C. 3501).
7. Comply with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321), and applicable related environmental authorities at 24 CFR Part 50.4, and HUDs implementing regulations at 24 CFR Part 50.
8. Comply with the requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 34 CFR Part 100, Part 109, and Part 110; executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1, and will affirmatively further fair housing.
9. Comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, which prohibits discrimination because of age in programs and activities receiving Federal financial assistance.
10. Comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on handicap in Federally-assisted and conducted programs and activities.

11. Comply with the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151), the American Disability Act of 1990 and accessibility standards under 24 CFR 92.251(a) (3) as applicable.
12. Comply with the Tenant Participation Plan as required in section 24 CFR 92.303.
13. Comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.)(1701u)(Employment Opportunities for Lower Income Persons in Connection with Assisted Projects), and with implementing regulations at 24 CFR 75.
14. Comply with the Davis-Bacon Act (40 U.S.C. 276 a-5).
15. Comply with the requirements of Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60.
16. Comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by minority and women-owned business enterprises.
17. Comply with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principle, and Audit Requirements for Federal Awards, otherwise referred to as OMB Super Circular or Omni Circular.
18. Provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and HUD's implementing regulations at 24 CFR Part 24, Subpart F.
19. Comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.) and implementing regulations at 24 CFR Part 35.
20. Ensure that person(s) displaced from his or her dwelling as a direct result of housing development activities will receive benefits in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and regulations adopted to implement that Act in the Code of Federal Regulations Title 24, Part 42.
21. Ensure that no federally appropriate funds have been paid or will be paid by, or on behalf of the undersigned, for lobbying the Executive or Legislative Branches of the Federal Government. (Refer to the government-wide common rule governing the restrictions of lobbying, published as an interim rule on February 25, 1990 (55 F.R. 24540). (For HUD, this rule is found at 25 CFR Part 87).

CONSULTANT and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from covered transactions (see 24 CFR 24.110) by any Federal department or agency; (b) have not, within a three-year period, been convicted of or had a civil judgment rendered against them for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are not presently indicated for otherwise criminally or civilly charged by local governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three-year period had one or more public transactions (Federal, State or local) terminated for cause or default.

ADDITIONAL FEDERAL PROVISIONS

1. The following laws and regulations relating to preservation of historic places: Public Law 89 665 the Archaeological and Historical Preservation Act of 1974 (Public Law 93 291), and Executive Order 11593 including the procedures prescribed by Advisory Council on Historic Preservation in 36 Code of Federal Regulations, Part 800.
2. Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.)
3. The Clean Air Act (42 U.S.C. Section 1857 et. seq.) and the Federal Water Pollution Control Act , as amended (33 U.S.C. Section 1251 et seq.) and the regulations adopted pursuant thereto (40 CFR Part 15).
4. Provision of the Drug Free Workplace Act of 1988 (41 U.S.C. 81) and HUD's implementing regulations in 2 CFR part 2429.
5. Comply with Title VII of the Civil Rights Act of 1964 prohibiting employment discrimination on the basis of an individual's race, religion, sex, national origin or color.
6. Comply with conflict of interest provisions in 2 CFR 200.317 and 2 CFR 200.318.

Conflicts prohibited. No persons covered who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or financial benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

Persons covered. The conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds

7. Requests for Technical Assistance

CONSULTANT shall refer to the City of Pomona, Neighborhood Services Department, Housing Services Division, any regulatory or procedural questions regarding operation of its federally funded properties. All formal requests for technical assistance shall be submitted in writing. Requests should specify the problem area, particular assistance being requested, and proposed solution if applicable. Informal questions regarding day to day program operation may be directed to the designated CITY representative.