



CITY OF CRESCENT CITY

MAYOR RAY ALTMAN
COUNCIL MEMBER DARAN DOOLEY
COUNCIL MEMBER CANDACE TINKLER

MAYOR PRO TEM ISAIAH WRIGHT
COUNCIL MEMBER JASON GREENOUGH

AGENDA SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY WWTP CONFERENCE ROOM 210 BATTERY STREET CRESCENT CITY, CA 95531

WEDNESDAY

JULY 9, 2025

5:30 P.M.

This meeting will be held in person at the location listed above. The City will broadcast the meeting on YouTube, however, if there is a technological issue with YouTube, the meeting will continue in person as scheduled. The public may access and participate in the public meeting by (1) attending the meeting in person and making public comment when called for by the Mayor or (2) by submitting a written comment via publiccomment@crecentcity.org or by filing it with the City Clerk at 377 J Street, Crescent City, California, 95531. All public comments (via email or mail) must be received by the City Clerk prior to 12:00 p.m. the day of the meeting. Please identify the meeting date and agenda item to which your comment pertains in the subject line. Public comments so received will be forwarded to the City Council and posted on the website next to the agenda. **Written public comments will not be read aloud during the meeting.**

Notice regarding Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact the City Clerk's office at (707)464-7483, ext. 12. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II]. For TTYDD use for speech and hearing impaired, please dial 711. A full agenda packet may be reviewed at City Hall, 377 J Street, Crescent City, CA or on our website: www.crescentcity.org

OPEN SESSION

Call to order
Roll call
Pledge of Allegiance

NEW BUSINESS

1. Mellon Foundation Grant Award Acceptance

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Approve and authorize the City Manager to sign the Grant Agreement for the Mellon Foundation award in the amount of \$2,000,000 and act on the City's behalf in all matters pertaining to this grant award.*
- **Approve and adopt Resolution No. 2025-29, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2025-26 BUDGET OF THE CITY OF CRESCENT CITY**

2. Beachfront Park – Public Art Fabrication and Installation

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Approve and authorize the City Manager to sign a professional services agreement with T. B. Penick & Sons, Inc. to fabricate and install (3) lithomosaic public art elements in Beachfront Park as part of the Tolowa Cultural Trail and Cultural Gateway and Beautification Project*

3. Appointment of a Council Member to Serve as a Stakeholder for the Downtown Specific Plan

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Appointment of one Council Member to serve as a stakeholder for the Downtown Specific Plan*

CLOSED SESSION

- **Conference with Labor Negotiator (Gov. Code § 54957.6):** Agency Representative: Eric Wier, Employee Association: Clerical Employees of Crescent City, Crescent City Employees Association, Crescent City Management Association, Crescent City Police Officers Association; Unrepresented Employees: All unrepresented positions

REPORT OUT OF CLOSED SESSION

ADJOURNMENT

Adjourn to the regular meeting of the City Council of the City of Crescent City on Monday, July 21, 2025 at 6:00 p.m. in the Board Chambers of the Flynn Center, 981 H Street, Crescent City, CA 95531.

POSTED:

July 8, 2025

/s/ Robin Altman, City Clerk/Administrative Analyst

Vision:

The City of Crescent City will continue to stand the test of time and promote quality of life and community pride for our residents, businesses and visitors through leadership, diversity, and teamwork.

Mission:

The purpose of our city is to promote a high quality of life, leadership and services to the residents, businesses, and visitors we serve. The City is dedicated to providing the most efficient, innovative and economically sound municipal services building on our diverse history, culture and unique natural resources.

Values:

Accountability
Honesty & Integrity
Excellent Customer Service
Effective & Active Communication
Teamwork
Fiscally Responsible

CITY COUNCIL AGENDA REPORT



TO: MAYOR ALTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: BRIDGET LACEY, GRANTS / ECONOMIC DEVELOPMENT MANAGER

DATE: JULY 7, 2025

SUBJECT: MELLON FOUNDATION GRANT AWARD ACCEPTANCE

RECOMMENDATION

- Hear staff report
- Technical questions from Council
- Receive public comment
- Further Council discussion
- Approve and authorize the City Manager to sign the Grant Agreement for the Mellon Foundation award in the amount of \$2,000,000 and act on the City's behalf in all matters pertaining to this grant award.
- Approve and adopt Resolution No. 2025-29, a Resolution of the City Council of the City of Crescent City Amending the Fiscal Year 2025-26 budget of the City of Crescent City

BACKGROUND

The Mellon Foundation is a private funding source established in 1969 to strengthen, promote, and defend the arts and humanities as essential to democratic societies. It is the Foundation's goal to enable projects carried out by people, organizations, and institutions that unlock deeper understanding and activate cultural expression, while also learning and evolving with the world around us. From 1969 to 2023, the Mellon Foundation has awarded \$9.1 billion in grants worldwide and the endowment totaled approximately \$7.9 billion at the end of 2023.

The Monuments Project is one of the Foundation's Presidential Initiatives, or core grantmaking areas, which aims to transform the nation's commemorative landscape to ensure our country's collective history is more completely and accurately represented. Launched in 2020 as a \$250 million initiative – and doubled in 2023 to \$500 million – the Monuments Project reflects both the urgency and the gravity of fostering more complete and inclusive storytelling of who we are as Americans. Grants made under the Monuments Project fund publicly oriented initiatives that are accessible to everyone and

promote stories that are not already represented in commemorative spaces. Through the Monuments Project, the Foundation funds a wide range of entities, including governments (federal, tribal, state, and local), community-based grassroots organizations, arts and cultural organizations, and institutions of higher learning.

All grants made through this program result from invitations issued by Mellon Foundation staff and are not open to a regular application process. In December of 2023, City staff submitted a grant inquiry to the Monuments Project team and was invited to submit a concept note for further consideration to determine if the City's Tolowa Cultural Trail project in Beachfront Park is aligned with the strategic priorities of the Monuments Project initiative. After further engagement with Foundation staff over the past year, the City was invited to submit a full application to complete the Tolowa Cultural Trail project in May of 2025. On June 30, 2025, City staff received notification that the Mellon Foundation has approved an award of \$2,000,000 to the City for the Tolowa Cultural Trail project.

ITEM ANALYSIS

When the design team for the Tolowa Cultural Trail was assembled to bring the Tolowa features to life, it consisted of landscape architects, interpretive designers, City staff, and the Tolowa Cultural Committee (Tolowa representatives from Elk Valley Rancheria, Tolowa Nation, Tolowa Dee-ni' Nation, and Del Norte Historical Society). It became apparent, early in the process, that with such a passionate and fully engaged team, there was a real opportunity to take a deeper dive into the design process to get something truly unique and special.

The design team has been meeting regularly over the past three years, building on the momentum and excitement that exists for a project that will be a first for our community. As the project has grown, City staff has responded by seeking additional grant funding to cover the expanded scope, ensuring that this project is brought to its full potential.

What was once the Tolowa Interpretive Area, located in a small section of Beachfront Park, is now referred to as the Tolowa Cultural Trail, which extends from the Visitor's Center to Battery Point, spanning the full length of the park along the California Coastal Trail. What was once a few simple kiosks, is now an art exhibit and place for reflection, enhanced by video content, fully immersive interpretive exhibits, opportunities to hear the Tolowa spoken language, binocular viewers, and a scavenger hunt.

The funding currently allocated to this project is as follows:

2020	Prop 68 – State Parks Program (a portion of) <i>Project design, groundwork, interpretive signage</i>	\$5,000,000
2022	Prop 68 – Per Capita <i>Project design, groundwork, interpretive signage</i>	\$177,952
2022	Coastal Stories Grant Program	\$200,000

Videos, binoculars, audio platform, scavenger hunt

2023	California Endowment <i>Additional Tolowa outreach and engagement, basic kiosks</i>	\$65,000
2023	Art in California Parks Grant Program <i>(2.5) expanded kiosks/interpretive nodes or public art features</i>	\$300,000
2024	Clean California Grant (a portion of) <i>Basket pattern mosaic in front of Visitor's Center, native plantings</i>	\$2,988,000

Before submitting an application to the Mellon Foundation for funding, the project was still lacking funding for the Welcome Station or entry to the Tolowa Cultural Trail (including lithomosaic artwork), (3.5) expanded kiosks/interpretive nodes or public art features, groundwork and landscape design at Battery Point. One alternative was to cut scope from another Prop 68 or Clean CA funded Beachfront Park feature to complete a scaled down version of the Welcome Station and use small basic kiosks to display the QR codes for the remaining four videos.

With the Mellon Foundation funding, the City will not only be able to complete the project but will also bring the most culturally significant location for this project to its full potential, as Battery Point is the location where many Taa-laa-wa dee-ni' (Tolowa people) were imprisoned during the 1850s. The Mellon Foundation scope of the Tolowa Cultural Trail will be completed in two phases and span over the next two years (see attached Scope and Timeline).

FISCAL ANALYSIS

The Mellon Foundation funding will be paid as an advance and will not impact the City's cash flow.

STRATEGIC PLAN ASSESSMENT

This report is consistent with the following 2016 Strategic Plan Goals:

- Goal 1: Support quality services, community safety, and health to enhance the quality of life and experience of our residents and visitors.
 - Enhance collaboration with other agencies and the community to better aid the public.
 - Target economic development improvements that provide additional benefit by enhancing the quality of life for residents.
 - Examine methods to maintain, enhance, and expand park and recreation facilities
- Goal 2: Promote a thriving local economy.
 - Evaluate and optimize additional revenue sources.

- Support community services that provide measurable services to the community.
- Research and implement methods to increase local tourism and funding for tourism promotion.
- Expand on the success of grant funding by maximizing utilization of opportunities with corresponding community needs.

ATTACHMENTS

1. Full Project Scope and Timeline
2. Mellon Foundation Grant Agreement
3. Resolution No. 2025-29 (budget amendment)

MELLON FOUNDATION MONUMENTS PROJECT

Tolowa Cultural Trail Scope and Schedule

With Mellon Foundation funding, the City will complete the construction of the Tolowa Cultural Trail, a project that has been in the works for approximately three years, and bring the most culturally significant site for the Tolowa people to its full potential. The project will be completed in two phases, with all shovel-ready elements completed in Phase I and the elements that require more design work completed in Phase II. The project activities include:

- **Welcome Station:** serving as the start to the Tolowa Cultural Trail, this activity will include development of final construction documents, the fabrication and installation of the structure and interpretive panel including the electrical work necessary to support the ADA accessible audio platform, a basket patterned mosaic, and a pebble patterned art element depicting the number of Tolowa lives recorded before and after the genocide. This feature will include a land acknowledgement from the City and give an overview of the Tolowa story.
- **Canoe monument:** this activity includes the fabrication and installation of the structure, including a replica of a hand-carved Tolowa canoe and the electrical work necessary to support the ADA accessible audio platform, as well as the interpretive panel, which will tell the story of the Tolowa Trade Routes and the origination of the Jed Smith State Park.
- **Battery Point site improvements:** this activity includes the design and construction of a reenvisioned Battery Point parking lot, restroom, and site plan for the Dance House monument and final stop on the Tolowa Cultural Trail. Site improvements will require permitting and an environmental review.
- **Seal and Fish monument:** this activity includes the development of construction documents from the existing conceptual drawings, fabrication and installation of the structure, including the electrical work necessary to support the ADA accessible audio platform, as well as the interpretive panel, which will tell stories of Rock Altars and Cultural Destruction.
- **Tsunami monument:** this activity includes the development of construction documents from the existing conceptual drawings, fabrication and installation of the structure, including the electrical work necessary to support the ADA accessible audio platform, as well as the interpretive panel, which will tell the story of the Tsunami.
- **Dance House monument:** this activity includes the development of construction documents from the existing conceptual drawings, fabrication and installation of the structure, including the electrical work necessary to support the ADA accessible audio platform, as well as the interpretive panel, which will tell the stories of the Capital and Battery Point.

Phase I: Welcome Station and Canoe monument

Fabrication	July 2025
Installation	October 2025

Phase II: Battery Point Groundwork, Seal and Fish monument, Tsunami monument, and Dance House monument

Release RFPs for design work	August 2025
Award contract for design work	November 2025
Begin Design	November 2025
Begin Environmental Review process	November 2025
Design, Environmental, and Permitting completed	January 2027
Construction begins	May 2027
Project completion	June 2028



June 30, 2025

Eric Wier
City Manager
City of Crescent City
377 J Street
Crescent City, CA 95531

Dear Eric Wier:

The Andrew W. Mellon Foundation (the "Foundation") is pleased to inform you that we have approved a grant of \$2,000,000 to City of Crescent City ("your organization"), for use over 36 months, starting on July 1, 2025 and ending on June 30, 2028, subject to your organization's execution of this grant agreement. This grant is to support the creation of the Tolowa Cultural Trail, in accordance with the proposal finalized on June 27, 2025 (the "Proposal", and collectively the "Project"). We ask that all future correspondence regarding the grant use the reference number 2401-18189. In accepting these funds, your organization agrees to comply with the following terms.

Use of Funds. Under United States law, Foundation grant funds may be used only for charitable, scientific, literary, or educational purposes. Your organization agrees that the grant funds will be used exclusively for the purposes described in your organization's Proposal and the approved budget. Your organization agrees to obtain the Foundation's prior approval for any material changes to the grant terms. The Foundation also expects that the funds will be managed in a prudent manner that is consistent with the purposes and term of the grant. Any grant funds not expended or committed for the purposes of the grant, or within the grant period stated above, will be returned to the Foundation unless otherwise agreed by the Foundation.

The grant award is made to City of Crescent City and may not be transferred or assigned without the advance written approval of the Foundation.

Payment Terms. Payment of grant funds will be made in accordance with the attached payment schedule after the Foundation receives the countersigned version of this agreement.

Grant Reports. Your organization will report to the Foundation on the progress of the grant according to the attached report schedule. Financial reports should provide an accounting of the expenditures of grant funds. If the grant involves work undertaken by collaborating institutions, your organization is responsible for reporting on the activities and expenditures of the collaborating organizations.

Grant Work Products and Project Documentation. To ensure that your organization will have sufficient legal rights to carry out the Project, your organization confirms that all copyright interests in materials produced as a result of this grant ("Grant Work Products") will either be owned by (a) your organization or (b) one or more third parties (e.g., artist(s), scholar(s), collaborator(s)) who have conveyed in writing sufficient rights and permissions for use of the Grant Work Products in connection with the Project. Your organization will obtain all other necessary rights and permissions for the supported work so that the grant activities and use of Grant Work Products (in accordance with any terms of use set by your organization), including any use by the Foundation of Grant Work Products and Project Documentation (defined below) authorized in this agreement, will not infringe on or violate the intellectual property, publicity, privacy, or other rights of any person.

Your organization agrees to make final Grant Work Products available, as described in the Proposal, for educational or charitable purposes.

As described in the Proposal, your organization plans to document the grant activities with visuals, photographs, audio, other media products, and/or archival materials ("Project Documentation") and agrees to provide the Foundation with copies of Project Documentation with your organization's grant reports or at other times during the grant term. The Foundation also welcomes receiving copies of depictions of earlier iterations of the Project and stock promotional imagery of your organization which shall also be treated as Project Documentation under this Agreement.

Further, your organization grants to the Foundation a free, non-exclusive, irrevocable, sublicensable, worldwide license of all rights under copyright to use (1) final Grant Work Products intended for a public audience, and (2) Project Documentation provided by your organization to the Foundation, in each case only to promote the Project or for the Foundation's charitable purposes, including on the Foundation's website, social media platforms, and all other mediums.

Grant Disclosure and Publicity. The Foundation will include summary information about this grant in its annual report and other similar public reports, tax returns, and public grants database, and may share such summary information in response to inquiries or elsewhere. The Foundation may also promote this grant on its website and social media channels, and in press releases, newsletters, and other public communications and media products; any promotional content which discusses the grant in detail and/or narrative form will be shared with your organization in advance for input.

Your organization agrees that all acknowledgments of the Foundation's support for the Project will comply with the Foundation's crediting guidelines (<https://brandguidelines.mellon.org/crediting-instructions>). As per the guidelines, the Foundation's approval is required on any press releases, media announcements, newsletter articles, and website content that recognize the Foundation for its support. After this agreement has been executed, if you wish to issue such content, please consult with your primary Mellon Program contact and the Foundation's Communications Department (brand@mellon.org) for advance approval of the announcement and review of the proposed content.

Grantee Control of Funds. Your organization confirms that, while the Foundation is providing support for the Project, your organization retains full discretion and control of the conduct of the Project, including over the process of selecting any persons or organizations (such as employees, independent contractors, consultants, vendors, secondary grantees, or other Project participants) to carry out the purposes of this grant. Accordingly, your organization acknowledges that the Foundation will not be responsible for any actions of your organization regarding the Project.

Recordkeeping. Grantees are required to retain accounting records, detailing all receipts and expenditures of grant funds, for three years following submission of the final grant report. The Foundation reserves the right to conduct audits, including on-site audits with reasonable notice, at any time during the term of the grant, and within three years after completion of the grant. Your organization agrees to cooperate in the audit and provide information to the Foundation or its representatives as necessary.

Organizational Tax Status. Your organization certifies that it is a government entity or instrumentality. Your organization will advise the Foundation immediately if there is any change in that status or in its organizing documents.

Limitations on Lobbying and Political Activity. Your organization confirms that Foundation grant funds will not be used by your organization:

- a) To conduct lobbying or otherwise attempt to influence legislation (within the meaning of [Internal Revenue Code Section 4945\(d\)\(1\)](#)); or
- b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (as prohibited under [Internal Revenue Code Section 4945\(d\)\(2\)](#)).

Compliance with Laws. In carrying out the Project, your organization will comply with all applicable local, state, federal, and international laws, regulations, and rules, including data privacy and intellectual property laws.

Workplace Conduct Standards. The Foundation gives high priority to the realization of equality of opportunity for all members of society. Accordingly, the Foundation expects that your organization seeks to foster a workplace that is

free from discrimination, harassment, and workplace misconduct; takes appropriate affirmative steps to encourage equal employment opportunities for women and underrepresented groups to the fullest extent allowable under applicable law; and has established appropriate policies and procedures for training staff, receiving and addressing complaints regarding sexual harassment and other forms of workplace misconduct, and prohibiting retaliation against persons who make good faith complaints.

Notification and Cooperation. Your organization agrees to promptly notify the Foundation of any of the following: (1) significant organizational changes during the term of the grant, including, but not limited to, changes in key personnel and changes in tax status, (2) unless prohibited by law, (a) reported concerns about the legality or propriety of the grant activities or use of Foundation funds, (b) the filing of a claim in any court or with any governmental agency alleging or any government inquiry regarding: (i) sexual or other harassment, discrimination, a hostile work environment, or similar claims regarding the activities of your organization related to, or that may have an impact on, the Project; (ii) financial impropriety by your organization related to, or that may have an impact on, the Project; or (iii) breach of fiduciary obligations by senior leadership or the board of your organization related to, or that may have an impact on, the Project; and (c) any subpoena, discovery request or other demand having the force of law or governmental inquiry you receive related to the Project, including any public records request or freedom of information request related to the Project.

In the event the Foundation learns of allegations of impropriety, illegality, or workplace misconduct through notification by your organization or third parties, your organization agrees, to the extent legally permitted, to cooperate with reasonable requests of the Foundation to understand your organization's policies, procedures, and practices, including what steps were taken in response to the allegations.

Right to Discontinue Funding and Require Return of Funds. The Foundation reserves the right to modify the grant, discontinue funding, or terminate the grant at any time if (1) your organization fails to materially comply with the terms of this agreement, (2) any statements, representations, certifications, or documents provided by your organization are later determined to be false or materially misleading, or (3) the Foundation determines, in its reasonable judgement, that your organization has become unable to carry out the purpose of the grant as stated in this agreement. In any such event, your organization agrees, at the Foundation's request, to repay the unexpended grant funds and grant funds that have not been used in furtherance of the purposes of the Project, or redirect them to another organization chosen by the Foundation to carry out the purposes of the grant.

We ask that City of Crescent City indicates its consent to these terms by having an individual with corporate authority sign below. The Foundation will not make payments on this grant until we have received a complete, countersigned copy of this agreement. Please keep a copy for your files.

On behalf of the Foundation, may I extend every good wish for the success of this endeavor.

Sincerely,

DocuSigned by:

3B6A2E169A914AB...

Sheree Carter-Galvan
Executive Vice President, Chief Legal Officer and Secretary

City of Crescent City

By: _____

Name: _____

Title: _____

Date: _____

MSM/RT

REPORTING AND PAYMENT SCHEDULE

Report Schedule	
Report Type	Due Date
Interim Report	8/31/2026
Interim Report	8/31/2027
Final Report	10/31/2028

Payment Schedule		
Payment Amount	Scheduled Date	Wire Transfer Details
\$500,000	Grant payment will be issued after receipt of the fully executed grant agreement (generally within 2-3 weeks).	Bank Name: U.S. Bank Account Number: 153454746618 Routing Number: 121122676
\$400,000	7/8/2026	Bank Name: U.S. Bank Account Number: 153454746618 Routing Number: 121122676
\$1,100,000	7/7/2027	Bank Name: U.S. Bank Account Number: 153454746618 Routing Number: 121122676

Please notify the Foundation of any changes in your organization's banking information.

RESOLUTION NO. 2025-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2025-26 BUDGET OF THE CITY OF CRESCENT CITY

WHEREAS, the budget for the fiscal year beginning July 1, 2025 and ending June 30, 2026, as submitted by the City Manager, has been reviewed by the City Council and a duly-noticed public hearing held thereon the 16th day of June 2025; and

WHEREAS, the City Council adopted said budget by way of Resolution No. 2025-24 and has the authority to amend said budget from time to time; and

WHEREAS, the City applied for and was awarded \$2,000,000 in Mellon Foundation Grant funding; and

WHEREAS, a budget amendment is necessary to recognize this grant as revenue and authorize its expenditure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AS FOLLOWS:

1. That the Fiscal Year 2025-26 City of Crescent City Annual Budget is hereby amended and appropriated in the amounts identified below:

	Revenue Increase (Decrease)	Expenditure Increase (Decrease)
General CIP Fund	\$2,000,000	\$2,000,000

2. That any unused portion of these funds at the end of the fiscal year will automatically carry over to the next fiscal year until the funds are spent or the project is completed.

APPROVED and ADOPTED and made effective the same day at a special meeting of the City Council of the City of Crescent City held on the 9th day of July 2025 by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ray Altman, Mayor

ATTEST:

Robin Altman, City Clerk



CITY COUNCIL AGENDA REPORT

TO: MAYOR ALTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: BRIDGET LACEY, GRANTS / ECONOMIC DEVELOPMENT MANAGER

DATE: JULY 7, 2025

SUBJECT: BEACHFRONT PARK – PUBLIC ART FABRICATION AND INSTALLATION

RECOMMENDATION

- Hear staff report
- Technical questions from Council
- Receive public comment
- Further Council discussion
- Approve and authorize the City Manager to sign a professional services agreement with T.B. Penick & Sons, Inc. to fabricate and install (3) lithomosaic public art elements in Beachfront Park as part of the Tolowa Cultural Trail and Cultural Gateway and Beautification Project.

BACKGROUND

The Tolowa Cultural Trail project began in 2020 with the award of Prop 68 funding to complete a Tolowa Interpretive Area in Beachfront Park. On April 21, 2022, City staff formed a Tolowa Cultural Committee, comprised of three Tolowa tribes (Elk Valley Rancheria, Tolowa Nation, and Tolowa Dee-ni' Nation) as well as Tolowa representatives from the Del Norte Historical Society, to help inform the design of all Tolowa elements proposed in the Beachfront Park Master Plan.

On June 20th, 2022, the City entered into a contract with landscape architects from GreenWorks P.C. to complete the design of all new Beachfront Park features under the Prop 68 award. The GreenWorks design team also included interpretive designers from Sea Reach Ltd., who have designed much of what is now known as the Tolowa Cultural Trail. Over the past three years, City staff, the GreenWorks design team, and the Tolowa Cultural Committee have been meeting regularly to help bring this project to fruition.

Since the inception of this project, the City has acquired a total of eight grants to expand the storytelling elements of this park experience beyond the designated Tolowa

Interpretive Area to include a total of seven interpretive nodes or public art features strategically placed along the California Coastal Trail. The Tolowa Cultural Trail will now begin at the Visitor's Center and end at Battery Point. Each interpretive node will include QR codes linked to ten (10) videos of Tolowa people describing poignant moments from their history leading up to Tolowa life today.

On September 15, 2023, the City was awarded funding from the California Department of Transportation as part of their Clean California Grant Program for the Crescent City Cultural Gateway and Beautification Project. The objective of this project is to expand on some of the cultural elements that the Tolowa Cultural Trail is bringing to Beachfront Park by including them in some of the gateway and art elements proposed for the Front Street corridor, in addition to providing improved access to the Beachfront Park and Visitor's Center.

On June 30, 2025, the City was awarded \$2,000,000 in grant funds from the Mellon Foundation to complete all remaining Tolowa Cultural Trail elements, including the Welcome Station or entry to the Tolowa Cultural Trail (with lithomosaic artwork), 3.5 expanded kiosks/interpretive nodes or public art features, and the site improvements (groundwork and landscape design) at Battery Point.

ITEM ANALYSIS

The City is now ready to begin the construction of three new public art elements that will be featured as part of the Tolowa Cultural Trail and Cultural Gateway and Beautification Project. The Tolowa Cultural Trail will include a lithomosaic basket pattern at the center of the Welcome Station, the entrance to the Tolowa Cultural Trail. The Welcome Station will also feature a lithomosaic pebble pattern depicting the Tolowa population before and after contact (2,400 vs 121). As part of the Cultural Gateway and Beautification project, the same lithomosaic basket pattern will be featured at the entrance to the Visitor's Center yet will be substantially larger in size (see attached concept drawings).

Working with multiple funding sources and grant expenditure deadlines has proven to be challenging. It has required staff to speed up the construction of some project components to ensure that all grant objectives are met by the first ribbon cutting ceremony and corresponding grant deadlines. Because of this, it is critical that the two lithomosaic patterns featured at the Tolowa Cultural Trail Welcome Station be completed by 10/31/25 so that the Welcome Station can be included in the ribbon cutting ceremony to celebrate the completion of the video work, Redwood interpretive node, Burden Basket interpretive node, and Canoe interpretive node. There will be temporary kiosks for the remaining videos, as the final three nodes cannot be constructed until after the site improvements occur at Battery Point. While it is important to use the same contractor for the lithomosaic work that will be completed at the entrance to the Visitor's Center, since it will be the same design and materials, the groundwork that needs to occur before this piece is installed is not scheduled to begin until next year, so this portion of the artwork will need to wait until

then to be installed. Due to these factors, the contract for lithomosaic art elements will be broken into the following phases:

Phase I

10 ft. lithomosaic basket pattern at Welcome Station (entrance to Tolowa Cultural Trail)

Lithomosaic pebble pattern at Welcome Station (entrance to Tolowa Cultural Trail)

Completed by: 10/31/25

Budget (Mellon Foundation): \$216,345

Phase II (If funding is available)

14 ft. lithomosaic basket pattern at entrance to Visitor's Center

Completed by: 6/30/26

Budget (Clean CA): \$157,163

The two grant deadlines currently dictating the date of the first ribbon cutting ceremony are those for the Coastal Conservancy grant (video work) and the Art in Parks grant (first three interpretive nodes). City staff has requested a grant extension for both grants to allow for a November 30, 2025 deadline, as it is currently September 30, 2025. At this time, the Art in Parks grant deadline has been extended, but we are still waiting for confirmation from the Coastal Conservancy. If that deadline is not extended, then a smaller ribbon cutting ceremony will occur on September 30, 2025 to meet the grant objectives for that grant and will not include the Welcome Station or lithomosaic installations. We would then simply wait until all other Phase I project elements are complete to hold the more elaborate celebration with our tribal partners during Native American Heritage Month in November.

On June 12, 2025 City staff issued a Request for Proposals (RFP) for the final design, fabrication and installation of the three lithomosaic art features to be located at the entrance to the Tolowa Cultural Trail and Visitor's Center. While we were contacted by multiple firms, the only one who turned in a proposal and was able to meet our tight timeline was T.B. Penick & Sons, Inc. Their firm is responsible for co-developing the process of lithomosaics, a technique that allows for the intricate embedding of mosaic tiles into concrete, creating a product that is durable yet still remarkably intricate. Their team of designers, fabricators and installers includes Sea Reach Ltd., who is intimately familiar with the project and has many years' experience working with T.B. Penick & Sons on past lithomosaic projects.

Under T.B. Penick & Sons' proposal and the professional services agreement included with this staff report, T.B. Penick & Sons will take the existing concept drawings, develop them into engineered construction documents, then fabricate and install the described lithomosaic art features located at the Tolowa Cultural Trail and Visitor's Center entrances.

FISCAL ANALYSIS

The proposed Professional Services Agreement with T.B. Penick & Sons in the not-to-exceed amount of \$216,345 for Phase 1 work, will be funded by the Mellon Foundation grant. Phase 2 work in the estimated not to exceed amount \$157,163 will be funded by the Clean California grant if available funding exists. The amount of available funding will be known after the Front Street (Play to L Street) Bid is opened in early August 2025. Both grants will be operating as an advance, so there should not be an issue with cash flow.

STRATEGIC PLAN ASSESSMENT

This report is consistent with the following 2016 Strategic Plan Goals:

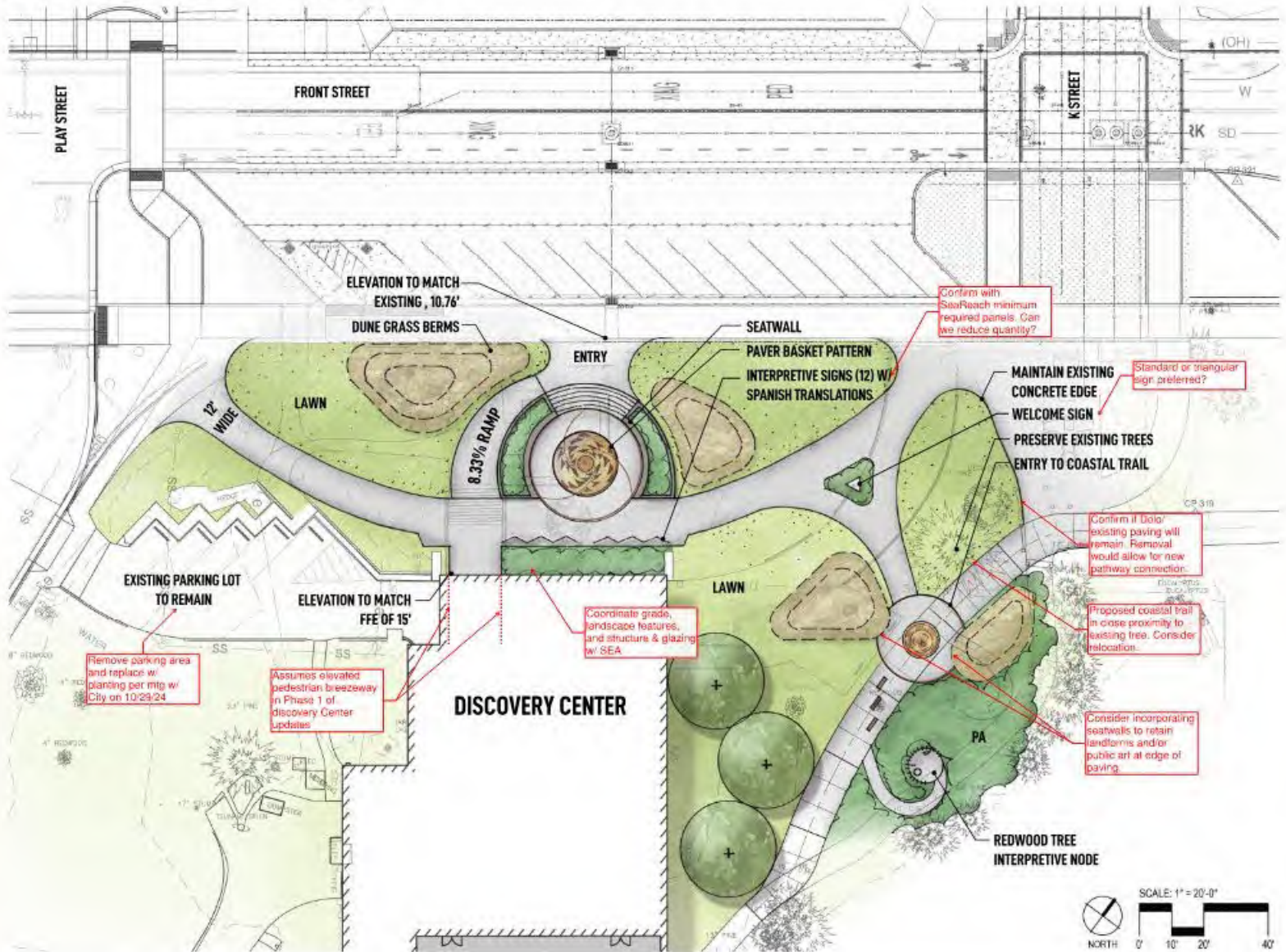
- Goal 1: Support quality services, community safety, and health to enhance the quality of life and experience of our residents and visitors.
 - Enhance collaboration with other agencies and the community to better aid the public.
 - Target economic development improvements that provide additional benefit by enhancing the quality of life for residents.
 - Examine methods to maintain, enhance, and expand park and recreation facilities
- Goal 2: Promote a thriving local economy.
 - Evaluate and optimize additional revenue sources.
 - Support community services that provide measurable services to the community.
 - Research and implement methods to increase local tourism and funding for tourism promotion.
 - Expand on the success of grant funding by maximizing utilization of opportunities with corresponding community needs.

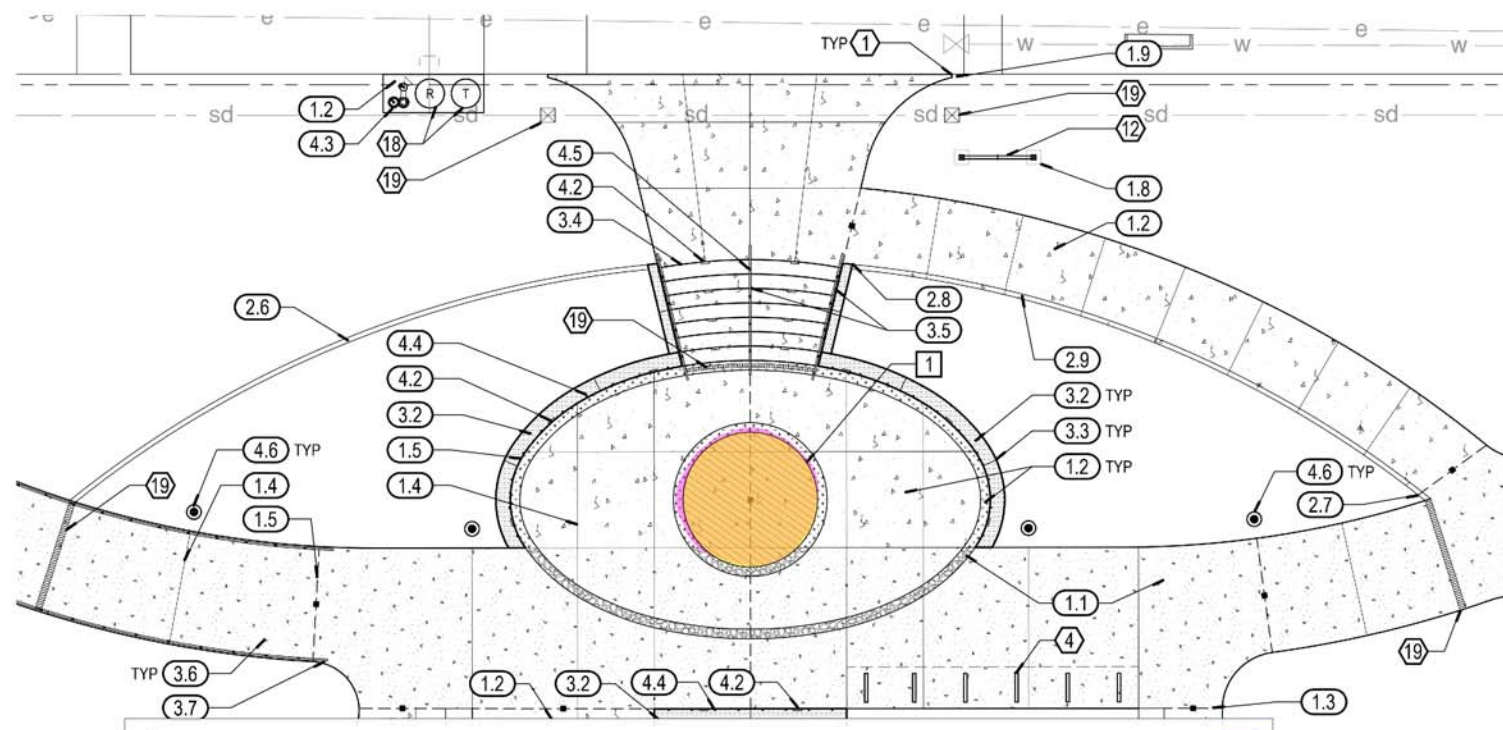
ATTACHMENTS

1. Lithomosaic Public Art Concept Drawings
2. Professional Services Agreement with T.B. Penick & Sons




CRESCENT CITY BEACHFRONT PARK

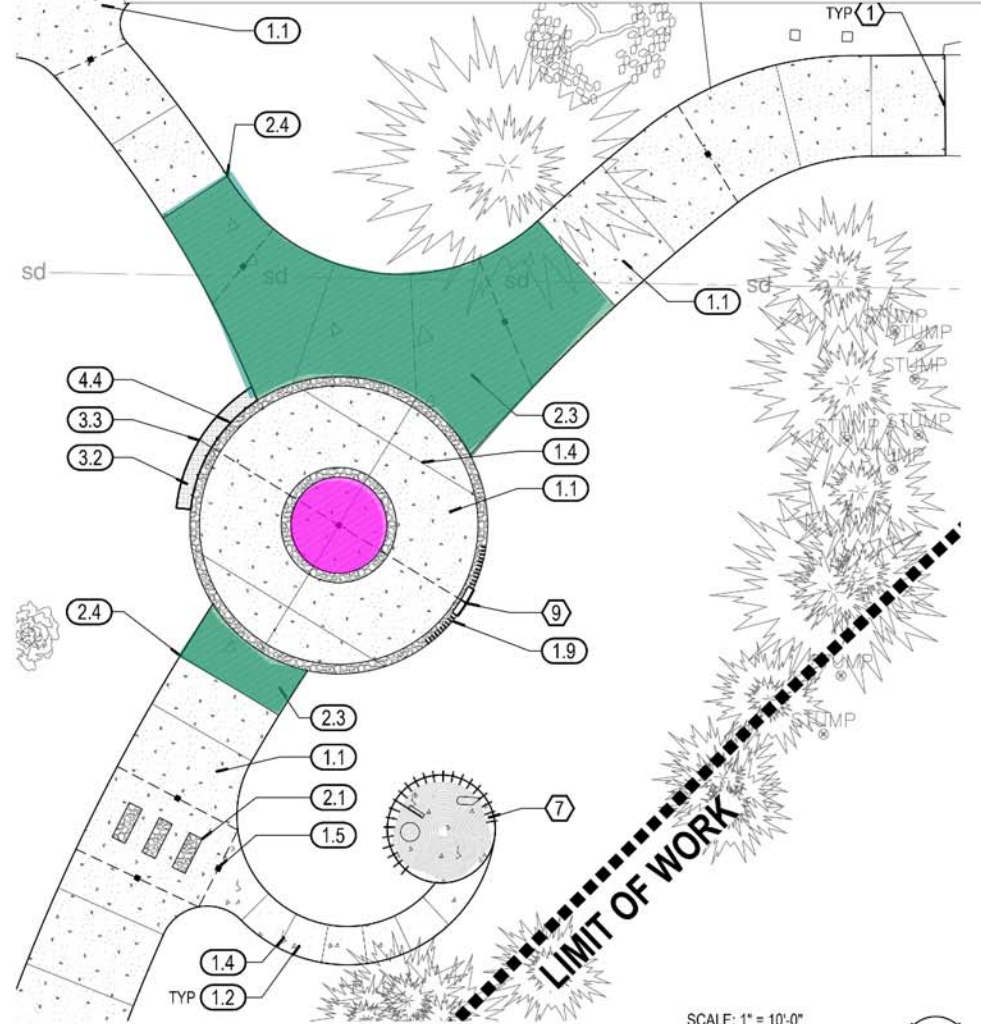
DISCOVERY CENTER ENTRY | 10.25.24





 Pebble pattern
 Basket pattern

- 1
-  Basket Pattern Cultural Center (ped-4")
 -  Basket Pattern Tolowa Walk (veh-6")
 -  Pebble Pattern Tolowa Walk (veh-6")
- 154.3 SQ FT
78.8 SQ FT
674.8 SQ FT
- 1" = 10'-0"



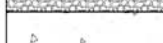









2 TOLOWA WALK ENTRY

SCALE: 1" = 10'-0"

0' 5' 10' 20' NORTH

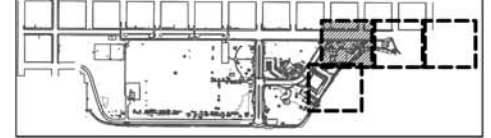
MATERIALS LEGEND

SYMBOL	ITEM
	CONCRETE PAVING - VEHICULAR (BROOM FINISH)
	CONCRETE PAVING - VEHICULAR (EXPOSED AGGREGATE FINISH)
	CONCRETE PAVING - PEDESTRIAN (BROOM FINISH)
	CONCRETE PAVING - PEDESTRIAN (EXPOSED AGGREGATE FINISH)
	LITHOMOSAIC PAVING - PEDESTRIAN
	LITHOMOSAIC PAVING - VEHICULAR
	CONCRETE WALL
	TACTILE WARNING
	ISOLATION JOINT
	CONTRACTION JOINT

MATERIALS KEY NOTES

- EDGE OF PROPOSED PAVING. VERIFY EXISTING CONCRETE EDGE.
- EXISTING CONCRETE PAVING.
- PROPOSED PAVING TO MATCH FFE OF BUILDING.
- WAYFINDING / TRIP PLANNING SIGNS N.I.C.
- GATEWAY ARCHES - FIELD LOCATE WITH OWNER'S REP. FINAL SHOP DRAWINGS TO BE PROVIDED BY MANUFACTURER.
- FIELD VERIFY EXISTING CONDITIONS IN PORTE COCHERE.
- REDWOOD TREE INTERPRETIVE NODE. NODE FOUNDATION INCLUDED IN THIS SCOPE OF WORK. SCULPTURAL FEATURES PROVIDED AND INSTALLED BY OTHERS. SEE FX FOR REFERENCE.
- BURDEN BASKET INTERPRETIVE NODE. NODE FOUNDATION INCLUDED IN THIS SCOPE OF WORK. SCULPTURAL FEATURES PROVIDED AND INSTALLED BY OTHERS. SEE FX FOR REFERENCE.
- TOLOWA WALK WELCOME SIGN BY OTHERS - N.I.C.
- CRESCENT CITY BEACHFRONT PARK WELCOME SIGN. SIGN FOUNDATION INCLUDED IN THIS SCOPE OF WORK. SIGN, POSTS, AND INSTALLATION BY OTHERS.
- GATEWAY FEATURE: BEACHFRONT DRIVE ARCHWAY
- MONUMENT SIGN OWNER FURNISHED CONTRACTOR INSTALLED - N.I.C.
- GATEWAY FEATURE: OVERHEAD WAVE AND DOLPHINS
- PROPOSED NEW DIRECTIONAL SIGN
- TOURIST INFORMATION DIRECTIONAL SIGN
- RELOCATED RIGHT TURN 25MPH SIGN
- RELOCATED RIGHT TURN 25MPH SIGN
- TRASH AND RECYCLING RECEPTACLES OWNER FURNISHED CONTRACTOR INSTALLED - N.I.C.
- SEE CIVIL FOR PROPOSED DRAINAGE FEATURES.

KEY MAP



Project: **Beachfront Park**
Clean CA
City of Crescent City
377 J STREET
CRESCENT CITY, CA 95531
ewer@crescentcity.org

Submit: BID SET
Sheet Title: **Materials Plan Enlargements**

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2024. ALL RIGHTS RESERVED.
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Date: 04/04/2025
Revisions:

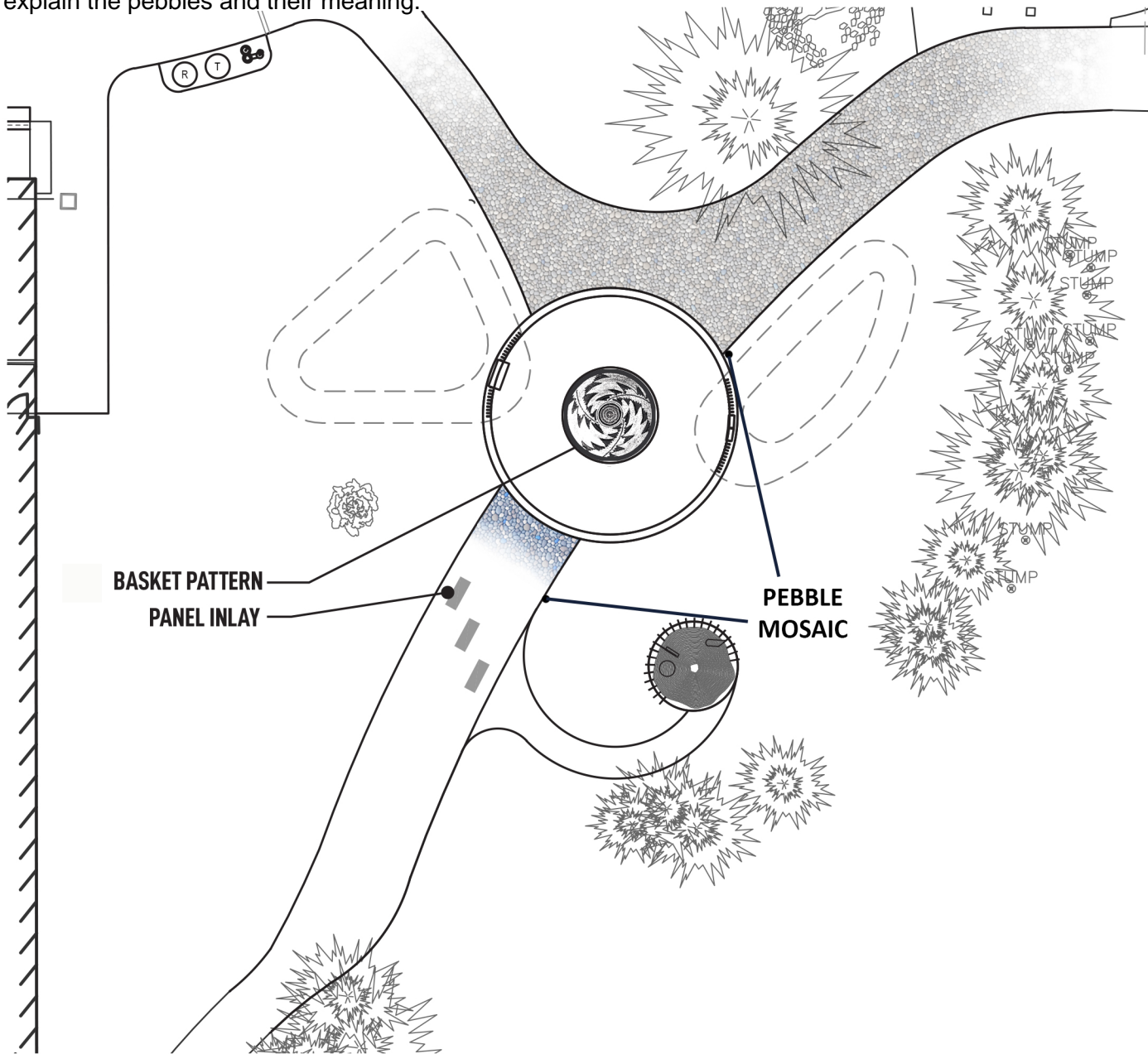
Drawn By: SS/MM/PG
Checked By: BJ/GM
Job No. 220065
Approved: BJ

TOLOWA CULTURAL TRAIL

Welcome Station

LITHOMOSAIC PAVING LAYOUT

The 2,400 pebbles that lead up to the circle represent the Tolowa population before contact. The 121 pebbles after the circle represent the surviving Tolowa. The exhibits at this Welcome Station will explain the pebbles and their meaning.



SAMPLE BASKET PATTERN MATERIALS



SAMPLE PEBBLE MOSAIC MATERIAL



Basket pattern concept drawing:
(same pattern will be used in both locations)



**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 T.B. Penick & Sons, Inc. ("CONTRACTOR"), for creating engineered construction documents, fabrication and installation of three mosaic public art pieces as part of the Tolowa Cultural Trail and redesign of the Cultural Center entrance.

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, CONTRACTOR 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 CONTRACTOR 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) Scope of Work. The CONTRACTOR will perform the work identified in Exhibit "A" attached hereto and incorporated herein by this reference.

(b) Schedule for Performance. CONTRACTOR must perform the services identified in Exhibit A as expeditiously as is consistent with generally accepted standards of the profession and within the timelines established in Exhibit "B" attached hereto and incorporated herein by this reference.

(c) Standard of Quality. All work performed by CONTRACTOR 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 CONTRACTOR'S field of expertise.

(d) Compliance With Laws. CONTRACTOR must comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees.

CONTRACTOR represents and warrants to CITY that CONTRACTOR 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 CONTRACTOR to practice its profession or are necessary and incident to the lawful prosecution of the services it performs under this Agreement.

3. COMPENSATION.

(a) Schedule of Payment. The compensation and terms of payment to be paid by CITY to CONTRACTOR for the services rendered hereunder will be in accordance with Exhibit "C" 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 two hundred eleven thousand dollars (\$216,345) for Phase 1 and contingent upon available funding as authorized by the City up to an additional one hundred fifty-six thousand six hundred sixty-three dollars (\$157,163) for Phase 2.

(b) Additional Services. CITY will make no payment to CONTRACTOR 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. CONTRACTOR must invoice CITY according to the below detailed payment schedule. 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.

Payment Schedule:

Phase 1

- Approval of final design 10%
- Confirmation of Material Order 20%
- 10 ft basket mosaic completion 35%
- Pebble mosaic completion 35%

Phase 2 (Contingent on available funding)

- Approval of final design 10%
- Confirmation of Material Order 20%
- 14 ft basket mosaic completion 70%

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

4. FUNDING. The work called for in this Agreement is being funded in part with an award from the Clean California Local Grant Program. The use of that funding has particular

provisions required to be included in this Agreement. Those provisions are included as Exhibit "D" to this Agreement, attached hereto and incorporated herein by this reference.

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

6. TERMINATION.

(a) 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 ten (10) 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 ten (10) days, must commence curing said default within ten (10) days, proceed with all due diligence, and substantially cure the default within thirty (30) 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.

(b) If either party issues a notice of termination, CONTRACTOR must deliver to CITY copies of all writings, whether or not completed, which were prepared by CONTRACTOR, 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. CONTRACTOR 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. INDEPENDENT CONTRACTOR. In the performance of the services in this Agreement, CONTRACTOR is an independent contractor and is not an agent or employee of CITY. CONTRACTOR, 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. CONTRACTOR 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 CONTRACTOR in the performance of said service hereunder. CONTRACTOR 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.

10. 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 CONTRACTOR:
City of Crescent City Attn: City Manager 377 J Street Crescent City, California 95531 Phone: (707) 464-7483 ext. 10 FAX: (707) 465-1719	T.B. Penick & Sons, Inc. Attn: Tim Penick 13280 Evening Creek Dr South San Diego, CA 92128 PH: (858) 558-1800 FAX: (858) 558-1881

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

11. 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, CONTRACTOR 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 CONTRACTOR will remain the property of the CONTRACTOR. All documents or work created using these systems will remain the property of CITY. CITY has no rights to any of the CONTRACTOR'S intellectual property or an invention that may be a result of work performed by CONTRACTOR.

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

13. 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.

14. NONDISCRIMINATION.

(a) In General. CONTRACTOR 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. CONTRACTOR must comply with all federal and state anti-discrimination and civil rights laws.

(c) Posting Requirements. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices that CONTRACTOR 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).

15. INSURANCE.

(a) Required Coverage. CONTRACTOR, 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 CONTRACTOR'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 CONTRACTOR'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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

16. WORKERS' COMPENSATION. CONTRACTOR warrants that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. CONTRACTOR further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

17. INDEMNIFICATION. CONTRACTOR 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 CONTRACTOR, its agents and employees, pertaining to the performance of this Agreement. CONTRACTOR'S liability arising out of the performance of its obligations hereunder shall be limited to the fees paid by CITY to CONTRACTOR 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 CONTRACTOR, its managers, employees or agents.

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

19. TIME OF THE ESSENCE. CONTRACTOR understands and agrees that time is of the essence in the completion of the work and services described in Exhibit A.

20. 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.

21. 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 or the United States District Court for the Northern District of California, as applicable.

22. 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.

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

24. SURVIVAL. Paragraphs 8, 15, 17, 21, 22 of this Agreement shall survive the termination of this Agreement to the extent necessary to effectuate the terms contained herein.

25. 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.

26. 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 delivered and be valid and effective for all purposes.

Executed by CITY and CONTRACTOR on this 9th day of July 2025.

CITY OF CRESCENT CITY:

CONTRACTOR: TB PENICK & SONS, INC.

Eric Wier, City Manager

By:
Its:

APPROVED AS TO FORM:

Martha D. Rice, City Attorney

Exhibit A: Scope of Work

PROJECT DESCRIPTION: This scope of work is related to the final design, fabrication and installation of three public art pieces broken into two phases:

PHASE 1

1. Lithomosaic basket pattern at Tolowa Cultural Trail Welcome Station (10ft diameter, approximately 78 sq.ft.) to be completed on or before **October 31, 2025**
2. Lithomosaic pebble pattern at Tolowa Cultural Trail Welcome Station (approximately 675 sq.ft.) to be completed on or before **October 31, 2025**

PHASE 2 (contingent upon available funding)

3. Lithomosaic basket pattern (or alternate Redwood design) at Cultural Center entry plaza (14ft diameter, approximately 154 sq.ft.) to be completed on or before **June 30, 2026**

NOTICE TO PROCEED AND PHASING: Upon execution of this Agreement and receipt of evidence of insurance, the City will issue a notice to proceed with Phase 1 of the work. The notice to proceed with Phase 2 of the work is contingent upon available funding.

TASK 1: SECURING MATERIALS (SEA REACH)

Given the lead time on materials, one of the first tasks will be to decide on the colors and order the materials.

1.1 Ordering Tiles: The tiles used for exterior mosaics are porcelain “through body.” This means the color is the same intensity through the entire tile. If the tile is cut, chipped, right-side up or upside down the color is the same. The tiles are not glazed so chipping is nearly not discernible. The tile is produced on the East Coast and has a lead time of 6-8 weeks for standard colors, and 10-12 weeks for specialty colors.

Colors were presented and discussed with the City and the Tolowa Cultural Committee (TCC) on May 25, 2025. Sea Reach presented a range of colors that make up the three basic “fields” of color in the basket pattern: wheat, rust, and black. Based on this presentation, Sea Reach has chosen 3-5 colors for each of the color fields. Given the lead time required even to make a sample, ordering tiles will be the first task upon award of this contract.

1.2 Ordering Pebbles: Availability and lead time on the pebbles is between 2-4 weeks. Sea Reach will order samples to share with the City and TCC of several rock colors and sizes.

Timing is not as critical for these given the shorter lead time and the larger number of sources.

TASK 2: SAMPLES AND APPROVALS (SEA REACH)

2.1 Creating Samples: All samples are produced as final product. The tiles and pebbles are adhered to a fiberglass mesh at Sea Reach and then sent to T.B. Penick & Sons at their San Diego, CA office to be embedded into a lithocrete. CONTRACTOR will create six 12x12 samples of full-thickness sections of decorative concrete paving to demonstrate typical joints, surface color, lithomosaic pattern and tile spacing, and texture; curing; and standard of workmanship. These samples are required to verify selections and to demonstrate aesthetic effects and set quality standards for materials and execution. The samples must be reviewed and approved by both the artist/fabricator and the landscape architect. Approval of samples does not constitute approval of deviations from the contract documents unless landscape architect specifically approves such deviations in writing.

2.2 Approvals: Due to the nature of the process. The mosaics can be viewed and approved at any time through the process. The baskets will be produced at Sea Reach Ltd's complex in Sheridan, OR. The full-size paper template is laid onto the floor and the fiberglass mesh (scrim) is laid over it. The tiles are glued on one-by-one over the template, forming a colorful pattern. Sea Reach will communicate via photos and video with the City and TCC as the mosaics take shape. The full-size design can be viewed in person or via photos at any time during the process.

Lithomosaic pattern design, shop drawings, and material specifications to be reviewed by landscape architect at each design milestone. Final designs must be approved by City staff and the Tolowa Cultural Committee before proceeding to fabrication.

TASK 3: CREATE CONSTRUCTION DOCUMENTS FROM EXISTING CONCEPT DRAWINGS (SEA REACH)

3.1 Lithocrete Presentation: T.B. Penick & Sons will present the lithocrete process in a presentation to the City and Greenworks (it would be great if the general contractor could be there as well). This presentation will get everyone on the same page regarding the site preparation, durability, length of installation, and other critical questions. This conversation is critical to everyone understanding how to bring the pieces together into a unified final product.

3.2 Tolerances: T.B. Penick & Sons has requested that all the lithomosaics, including the basket pattern, should include a 1 inch negative space around the perimeter where it meets up to an edge. This is especially important for round designs, as achieving a precise fit within curved formwork is particularly challenging. This is even more critical when a different concrete contractor is responsible for pouring the surrounding concrete into which our

lithomosaic will be placed. The 1 inch of negative space allows for on-site adjustments during the installation and ultimately supports a more successful installation. It is imperative that the circles, in particular are precise. It will be good to discuss with the general contractor how they intend to make the perfect circle to fit the mosaics.

3.3 Templates for General Contractor: T.B. Penick & Sons recommends that Sea Reach provides a paper template used to fabricate the lithomosaic to the concrete contractor pouring the surrounding concrete. This will assist them in forming their pour and contribute to a smoother and more accurate installation.

3.4 Construction Documents: Sea Reach will submit a detailed description of the process with drawings, including a refined pebble pathway layout.

TASK 4: MAKING THE MOSAICS (SEA REACH)

4.1 Mosaic Process for Baskets: Though the process is exactly the same, Sea Reach will be approaching the two styles of mosaics different in an effort to involve the Tolowa Cultural Committee (TCC) in the making of the pebble mosaic.

- a. Template: The template for the basket will be printed full size. In addition to what the City and TCC have approved as the general design, the template will include a series of concentric rings. This ensures that the tiles form a clean circular pattern as they are laid one by one on the template. The pattern is generally printed upside down (because the tiles are laid upside down) but in this case, with a symmetrical pattern and through-color tiles, the pattern will look the same upside down or right-side up.
- b. Laying the Tiles: The tiles for this particular style of mosaic come in 1 inch x 1 inch and 2 inch x 2 inch, adhered together in 12 inch x 12 inch squares. The larger tiles will all be cut in half, so that the concentric circles making up the basket weave are all 1 inch high. As the tiles are laid, the negative space (where the lithocrete will show) is evaluated as part of the design. Both the tiles and the negative space make up the whole. Optimal tolerances for the spacing between the tiles will be addressed by T.B. Penick & Sons. Sea Reach has produced a lithomosaic installed in the crosswalk of a downtown road with tolerances of ¼ inch. The tighter the tolerance, the brighter the overall color. Each tile is glued into place on a fiberglass mesh. Once the mosaic is completed, and the glue has dried, the mosaic is rolled around a PVC tube for shipping. For larger patterns, such as these, the mesh is cut into

manageable pieces before the tiles are adhered. There are 2 inch overlaps on the mesh for knitting the pieces back together.

- c. Shipping the Mosaic: The basket mosaics will be transported to Crescent City to be available to the installer as scheduled.

4.2 Mosaic Process for Pebbles:

- a. Secure a Location: For the pebble mosaic, Sea Reach will work with the City and TCC to secure a location where a full-size template, indicating the shape of the walkway, can be laid onto a floor. The template will have dots for the proposed locations for pebbles and in the correct number. Sea Reach will set up the templates (this will take a couple of hours) and will supply the mesh, pebbles, and glue for the activity.
- b. Laying the Pebbles: Whether there are four or twelve people, this random mosaic can be laid in a day. It could, however, take up to a week for the glue to dry. So it is best to have a location where the pebbles can sit relatively undisturbed for a few days. There are some nice options for the pebbles. Flattened pebbles can be purchased in dark gray, with all the pebbles predominantly the same color and basic shape. Or the pebbles can be acquired in an array of soft natural colors favoring cool grays, bluish gray and greenish grey. There are also warm colors and white available. If the City and TCC choose pebbles with some variation in color, then the placement in the pavement pattern will have a bit more personality.
- c. Transport to Beachfront Park: After the glue securing the pebbles to the mesh has dried, the sections will be rolled and numbered for installing at Beachfront Park.

TASK 5: INSTALLATION (T.B. PENICK & SONS)

5.1 PREVAILING WAGES: T.B. Penick & Sons will perform the installation work, which is subject to California prevailing wages. The CONTRACTOR must be registered with the DIR prior to the execution of this contract. Labor Code section 1720 et seq. sets forth the prevailing wage law and the CONTRACTOR, team members and any subcontractor (collectively referred to as “subs”) shall conform to any and all prevailing wage requirements applicable to such work. CONTRACTOR and subs must adhere to the prevailing wage determinations made by the DIR pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 et seq. and section

1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. CONTRACTOR acknowledges that they and any subcontractors shall not be qualified to submit a proposal or be listed in a bid proposal (subject to the requirements of section 4104 of the Public Contract Code) or engage in the performance of the lithomosaic installation, unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). A proposal will not be accepted nor any contract or subcontract entered into without proof of the CONTRACTOR or sub's current registration to perform public work. Labor Code section 1771.1(b).

5.2 PERMITS: CITY will be responsible for obtaining required land use approvals and permits (local or state) for the installation of the lithomosaic art features.

5.3 CONCRETE PRICES: The concrete material pricing is based on all known concrete material cost increases thru 12/31/2025. Any increases beyond this date will be billed as an extra to the base bid on the actual material cost increases from our suppliers. (Backup letters from suppliers will be provided.) These extra costs will be based on the actual material left to be shipped to the job.

5.4 WASHOUT AREA: Provision of safe legal concrete washout area to be provided by others.

5.5 ACCESS: Access for Concrete mixer truck and concrete pump to within 150 feet of work location.

5.6 WORKING HOURS: Work is quoted with all work to be performed during normal working hours. Requested overtime, weekend or shift work will incur additional charges of cost plus 15%.

5.7 STAKING: Staking (furnished by others) for site concrete to be as follows: Sidewalk/Paving: corner, ridgelines and flow lines.

5.8 WARRANTY: A one (1) year warranty will be issued upon completion of the T.B. Penick & Sons' work. Warranty is contingent upon using recommended products and following T.B. Penick & Sons, Inc.'s maintenance manual. Failure to comply with the T.B. Penick & Sons maintenance manual will result in warranty becoming null and void. Cracks are inherent in all concrete products, T.B. Penick & Sons does not warrantee against cracks.

5.9 EFFLORESCENCE: Efflorescence are deposits of water-soluble mineral such as salt on the concrete surface. Efflorescence is a naturally occurring phenomenon inherent with all concrete products. T.B. Penick does not warranty against the appearance of efflorescence or against their Effects on any sealer applied to the concrete surface.

5.10 SUBGRADE CONDITIONS: Subgrade to be provided by others at grade and at compaction. Upon request, T.B. Penick & Sons will provide a grade checker during all finish grading operations.

5.11 CONCRETE SEALER: T.B. Penick & Sons protects the concrete with a clear sealer. This sealer needs to be maintained periodically as it is worn off the surface. The need for this maintenance coating will be greater in heavy traffic areas or in areas that are frequently or aggressively cleaned. Refer to the T.B. Penick & Sons maintenance manual for recommended procedures. Concrete sealers can fail at hydrostatic pressure greater than 5 pounds per 1000 square feet per 24 hours. The end user shall determine the suitability of all sealers or concrete coatings for the intended use and assumes all risks and liability in connection therewith.

5.12 SITE CONCRETE BASE BID INCLUSIONS:

- A. Pebble Mosaic, 6" thick integral color Pewter (or equal) includes perimeter formwork, provide and install #4 rebar 18" on center, place and finish concrete with pebble mosaic (mosaic provided by others) sawcut control joints.
- B. Basket Mosaic 6" thick at Tolowa (4" thick at Cultural entry) integral color Spanish Gold (or equal) includes perimeter formwork, provide and install #4 rebar 18" on center, place and finish concrete with basket mosaic (mosaic provided by others) sawcut control joints.
- C. Final wash & Seal of Lithomosaic after minimum 28-day cure time.

5.13 SPECIFIC SITE CONCRETE EXCLUSIONS:

- A. Concrete: All other concrete work not included above, concrete walls, footings for concrete walls, footings for masonry walls, wall cap, structural concrete, pan filled stairs, and topping on deck.
- B. Grading/Base: Any aggregate base or grading at Lithomosaic.
- C. Protection: Protection of Lithomosaic concrete.

5.14 SITE CONCRETE STANDARD EXCLUSIONS:

- A. Caulking & Waterproofing: joint cleaning, joint sealant, removal of joint cap; patch or repair waterproofing
- B. Electrical & Mechanical: transformer pad, mechanical or electrical pads, light fixture footing, and light pole bases
- C. Engineering: engineering, staking, testing, inspection
- D. Grading: removal or replacement of unsuitable or wet subgrade material, potholing for/relocation or adjustment of utilities, weed control, import and export of soils, rock removal or handling, protection of work from runoff, dewatering, scarify and recompact subgrade for curbs or flatwork paving, backfill curbs, wall or footing backfill, base material beneath site concrete,

Dewatering and all added costs associated with re-cleaning footing excavations, grading and compaction of subgrade due to inclement weather and flooding.

- E. Miscellaneous: sawcut or demolition of existing work, core drilling for handrails, precast items, furnish or install detectable warning surface

Exhibit B: Schedule

Phase 1		due date	days for task	notes
Planning				
Submit RFP		6/26/25		
Award		7/10/25	14	
Tolowa meeting		7/16/25	6	Share basket colors?
City / TCC approve colors		7/21/25	5	critical date
Basket 10 ft mosaic production				
Sea Reach order materials		7/21/25		critical date
Sea Reach order concrete samples		7/24/25	3	
Materials received		9/4/25	45	Sea Reach to confirm lead-time on 7/3/25
Start mosaic		9/6/25	2	
Wrap, pack, ship		10/8/25	32	
Transport to Crescent City		10/13/25	5	In time to set up for onsite - for pebble mosaic
Pebble mosaic production				
Sea Reach order materials		7/21/25		
Sea Reach order concrete samples		7/24/25	3	
Drive to Crescent City and set up in Cultural Center		10/13/25	1	
Start mosaic		10/14/25	1	With the Tolowa in Crescent City
Wrap, pack, ship		10/18/25	4	Time for glue to dry
Transport to Crescent City		10/19/25	1	
Installation - by Oct 20, 2025				
T.B. Penick & Sons install on site		10/19/25		weather dependent
Phase 2		due date	days for task	notes
Basket 14 ft mosaic production				
Order materials		11/1/25		
Materials received		2/15/26	90	
Create mosaic		4/13/26		
Wrap, pack, ship		4/20/26	7	
Installation - by June 2026				
T.B. Penick & Sons install on site		May 2026		
Revised 06/27/25, 07/08/25 sj				

Exhibit C: Compensation

CONTRACTOR will be compensated according to the following fee schedule:

Project Management and Coordination		qty	unit	extension	notes
Project manager		60	95.00	5,700.00	
Meetings with City staff		21	95.00	1,995.00	
Meetings with Tolowa Cultural Committee		21	95.00	1,995.00	
Stipend for Tolowa pebble mosaic participation		1	2,800.00	2,800.00	
Samples (assume 12" x 12")		4	0.00	0.00	incl. in Pennick fees
Final design & templates		40	95.00	3,800.00	
Subtotal				16,290.00	
Mosaic - 10 ft basket		qty	unit	extension	
Materials (tile, fiberglass mesh, glue, etc)		1	5,800.00	5,800.00	
Labor		1	23,750.00	23,750.00	
Wrap, pack, transport		1	2,800.00	2,800.00	
Subtotal				32,350.00	
Mosaic - pebbles		qty	unit	extension	
Materials (pebbles, fiberglass mesh, glue, etc)		1	4,950.00	4,950.00	
Workshop with Tolowa in Crescent City (assume space provided by TCC or City)		1	6,500.00	6,500.00	
Wrap, pack, transport		1	0.00	n/a	
Subtotal				11,450.00	
Installation	ppl	qty	unit	extension	
coordination and prep for install		21	95.00	1,995.00	
travel time	2	12	65.00	1,560.00	
per diem	2	5	178.00	1,780.00	
oversite	2	32	95.00	6,080.00	
Lithocrete install - 10ft basket & pebbles		1	134,840.00	134,840.00	
general conditions		1	10,000.00	10,000.00	
Subtotal				156,255.00	
Phase 1 total				216,345.00	
Project Management and Coordination		qty	unit	extension	notes
Project manager		40	95.00	3,800.00	
Meetings with City staff		40	95.00	3,800.00	
Meetings with Tolowa Cultural Committee		40	95.00	3,800.00	
Samples (assume 12" x 12")		2	0.00	0.00	incl. in Pennick fees
Additional design for redwood		1	10,200.00	10,200.00	
Subtotal				21,600.00	
Mosaic - 14 ft basket		qty	unit	extension	
Materials (tile, fiberglass mesh, glue, etc)		1	11,600.00	11,600.00	
Labor		1	42,000.00	42,000.00	
Wrap, pack, transport		1	2,800.00	2,800.00	
Subtotal				56,400.00	
Installation	ppl	qty	unit	extension	
coordination and prep for install		12	95.00	1,140.00	
travel time	2	12	65.00	1,560.00	
per diem	2	3	178.00	1,068.00	
oversite	2	16	95.00	3,040.00	
Lithocrete install - 14ft basket		1	57,855.00	57,855.00	
Lithocrete 2nd mobilization for cultural center		1	14,500.00	14,500.00	
Subtotal				79,163.00	
Phase 2 total				157,163.00	

Exhibit D: Grant Provisions

1. **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.
2. **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.
3. **COPELAND ANTI-KICKBACK ACT:** The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion of the project, to give up any part of the compensation to which he or she is otherwise entitled.
4. **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.
5. **COMPLIANCE WITH ENVIRONMENTAL LAWS:** The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
6. **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.

7. NON-DISCRIMINATION:

- a. During the performance of this contract, Contractor shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by CALTRANS to implement such article.
- c. Contractor shall permit access by representatives of the Department of Fair Employment and Housing, Caltrans and CITY upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Caltrans shall require to ascertain compliance with this clause.

- d. 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.
 - e. Contractor shall include the nondiscrimination and compliance provisions of this clause in all agreements with its subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this contract.
 - f. Contractor must also comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5, including employment practices and the selection and retention of subcontractors.
8. FEDERAL 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.
9. 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."
10. 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.

11. 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 AD (42 USC Section 12101 et seq.).
12. 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.
13. 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.
14. 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.
15. MANDATORY ORGANIC WASTE RECYCLING: Pursuant to Public resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, the Contractor must arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. The Contractor must provide the Owner with proof of compliance, i.e., organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling.
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>)

17. ARTWORK: Contractor and any subcontractor that claims any copyright interest in the work to be performed under this Agreement, shall grant a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display and distribute two-dimensional reproductions and/or copies, digitally and in print, of artwork created or produced under this Agreement, or derivatives thereof, for non-commercial purposes or any State government purposes to the City and Caltrans. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
18. 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.
19. INTELLECTUAL PROPERTY:
 - a. 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.
 - b. If additional uses are reasonably determined to be needed by Caltrans for public outreach purposes, Contractor and subcontractors will grant Caltrans and its agents said additional rights for use of the "Before" and "After" Project photos, Artwork

created or produced under this Agreement, and educational programming created or produced under this Agreement. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.

c. Required disclaimer language for educational programming and artwork created or produced for Project under this Agreement.

i. Educational programming: Place a disclaimer statement in a conspicuous manner on the educational programming created or produced under this Agreement that states the content of the educational programming does not reflect the official views or policies of Caltrans. The educational programming does not constitute a standard, specification, or regulation.

ii. Artwork: Place a disclaimer statement in a conspicuous manner on or in close proximity to the artwork created or produced under this Agreement that states the contents of the artwork do not reflect the official views or policies of Caltrans.

20. 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.

21. SUBCONTRACTORS: Contractor must require its subcontractors to comply with all provisions of this Exhibit D.



CITY COUNCIL AGENDA REPORT

TO: MAYOR ALTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

DATE: JULY 9, 2025

**SUBJECT: APPOINTMENT OF A COUNCIL MEMBER TO SERVE AS A
STAKEHOLDER FOR THE DOWNTOWN SPECIFIC PLAN**

RECOMMENDATION

- Hear staff report
- Technical questions for staff
- Receive public comment
- Further Council discussion
- Appointment of one Council Member to serve as a stakeholder for the Downtown Specific Plan

BACKGROUND

Receive verbal report from City Manager Wier.

FISCAL ANALYSIS

There are no fiscal impacts for making this appointment.

STRATEGIC PLAN ANALYSIS

This action is consistent with the following 2016 Strategic Plan goals:

- GOAL 3: OBTAIN THE HIGHEST LEVELS OF ORGANIZATIONAL EXCELLENCE